

CONTRACT BETWEEN THE
GEORGIA OPIOID CRISIS ABATEMENT TRUST AND
[APPLICANT ORG NAME]
[APPLICATION NUMBER]

WHEREAS, the Georgia Opioid Crisis Abatement Trust is a charitable trust created to receive State Opioid Funds from various national settlements; and

WHEREAS, the [Applicant Org Name] applied for funds from the Trust (hereinafter “Trust Funds”) to provide opioid abatement services as proposed in [project name] in the area of [Approved Use] and has been approved for receipt of Trust Funds; and

NOW THEREFORE, in consideration of the mutual covenants set forth herein, it is agreed by and between the GEORGIA OPIOID CRISIS ABATEMENT TRUST (hereinafter the “Trust”) and [Applicant Org Name] (hereinafter “Contractor”) and (collectively, the “Parties,” and individually, a “Party”) as follows:

1. NON-ASSIGNMENT

This Contract may not be assigned, in whole or in part, to any other person or entity, nor pledged as security or collateral for any obligation or debt of Contractor, without the express written permission of the Trust’s Executive Director or Trustee. Further, subcontracting by Contractor to a subcontractor shall not be permissible without prior written approval from the Trust. If subcontractor(s) have been approved by the Trust prior to execution of this Contract by both Parties, such agreement will be listed in Annex A which is incorporated herein by reference.

2. GOVERNING LAW AND VENUE

This Contract is deemed to be made under and shall be construed and enforced in every respect according to the laws of the State of Georgia. Any lawsuit or other action based on a claim arising from this Contract shall be brought in a court or other forum of competent jurisdiction within Gwinnett County, State of Georgia. Furthermore, the Parties consent to jurisdiction and venue in the Superior Court of Gwinnett County, Georgia, and hereby waive any defenses or objections thereto, including defenses based on the doctrine of *forum non conveniens*.

3. SERVICES TO BE PROVIDED BY CONTRACTOR

A. INCORPORATION OF DOCUMENTS

Contractor’s Grant Application and any documents referenced therein is incorporated into this Contract by reference and forms an integral part of this Contract. In the event of a conflict between the language of Contractor’s Grant Application and Annex A, the

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language in Annex A shall govern. In the event of a conflict between the language of this Contract and any other document or instrument incorporated herein, the language of this Contract shall govern.

B. SERVICES/STATEMENT OF WORK

Contractor agrees to provide all of the goods, services, and other deliverables required in Annex A, as those goods, services, and deliverables may be described in further detail in Contractor's Grant Application and any clarifications or revisions described in the Award Letter (collectively, the "Deliverables"). For the Deliverables to be provided hereunder, the delivery site or sites are those listed in Annex A and the location or locations described in the Grant Application, unless otherwise approved or prohibited by the Trust. If the Trust approves or prohibits delivery location(s) after this Contract's execution, such will be reduced to writing in an Annex C and signed by the Parties.

C. DEFERENCE TO DECLARATION OF TRUST

The Parties agree the Deliverables and site(s) of services shall be within the State of Georgia and for the benefit of Georgians. Contractor shall take reasonable steps to refrain from using Trust Funds to serve people who cross state borders to obtain services from Deliverables contracted for herein. Contractor agrees to not invoice the Trust nor accept Trust Funds for services it may provide to non-Georgians in its operations outside of the Deliverables contracted for herein.

Without limiting the foregoing, the Parties acknowledge that some Deliverables will incidentally serve some people who reside in other states, such as Deliverables providing the core strategy of prevention and/or education. So long as the Deliverables are targeted toward Georgians and the incidental service of non-Georgians is de minimus, the Parties agree incidental service on non-Georgians will not constitute a breach or default of this Contract if Contractor ensures Trust Funds are not sought or used to reimburse Contractor.

D. CONTRACTORS LOCATED IN AREAS OF QUALIFIED BLOCK GRANTEES (QBGs)
Because the QBGs receive funding directly from the Trust and make independent funding decisions, Contractors located within the areas of QBGs must use its best efforts to provide deliverables to Georgians who reside outside of the QBG in which Contractor's deliverable site(s) are located. Specifically, if Contractor's deliverable location(s) are located in the City of Atlanta and/or Cobb, DeKalb, Fulton or Gwinnett Counties, then Contractor agrees it shall take all reasonable steps to provide at least sixty percent (60%) of services to Georgians who reside outside of the QBG in which it is

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located. Contractor will track the residential location of individuals it serves and provide such data and information in the format requested by the Trust.

4. FINANCIAL AND PROGRAMMATIC REPORTING REQUIREMENTS

Contractor shall fully, promptly, and accurately comply with the financial, programmatic, and other reporting requirements of the Trust. Unless otherwise communicated, Contractor shall complete quarterly reports with supporting documentation as requested through the Trust's Grants Management System ("GMS") accessed via gaopioidtrust.org. Contractor shall also fully and promptly comply with all additional reporting requirements and requests for information issued by the Trust or its authorized designee. Contractor shall provide such information in the format requested by the Trust. Contractor shall ensure that its staff comply wholly and promptly with all requests for information. Contractor shall comply promptly with requests by the Trust or its authorized agent for financial information, records, and documents related to evaluating the costs of programs and services. Requested information and documentation may include, but is not limited to, information and documentation regarding

- A. Contractor's contractual agreements,
- B. Contractor's personnel costs,
- C. Contractor's operating costs, and
- D. any party providing services and/or Deliverables that will or may be paid for by Contractor with Trust Funds, including, but not limited to, management and consulting services rendered to Contractor.

In addition to the above reporting requirements, Contractor shall give the Trust five (5) days advance notice of ground breakings, ribbon cuttings and/or delivery of vehicles purchased or leased in the performance of this Contract.

5. REIMBURSEMENT TO BE PROVIDED BY THE TRUST

Contractor shall select either monthly invoicing, by selecting subparagraph A.1., or quarterly invoicing, by selecting subparagraph A.2.

Contractor chooses to be governed by checking the desired option here:

- A.1. for monthly invoicing, or
- A.2. for quarterly invoicing.

A.1. On a monthly basis, Contractor shall submit its programmatic and financial reports and supporting documentation as directed. The programmatic and financial reports and

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supporting documentation shall include any and all narrative reports, the reporting forms provided by the Trust, and supporting receipts, licenses, payroll records, etc., as may be reasonably requested by the Trust. Samples of the programmatic and financial report(s), the narrative report(s), and the reporting forms generated by GMS applicable to Contractor are attached the Contract as Reporting Attachment 1. Contractor is to submit its monthly invoice on or about the same day as it submits its completed reports as expected from Reporting Attachment 1.

On a quarterly basis, Contractor shall submit via GMS as its monthly report an aggregated programmatic and financial report for the entire applicable quarter. However, the invoice submitted in such month shall only include expenses for one month. The Parties agree complete and accurate reporting, invoicing, and supporting documentation in compliance with this Contract is a condition precedent for approval and payment of Contractor's monthly invoices.

Contractor shall submit expenses within forty-five (45) days of incurring the expense. Expenses invoiced outside this timeline will not be approved for reimbursement.

The Parties intend to utilize monthly reporting, invoicing and reimbursement in the performance of this Contract. To the extent Annex A quarterly reporting in the Parties acknowledge and agree the term quarterly reporting refers to the reports and invoicing performed through the GMS system. Except as expressly provided for herein for documentation purposes only, quarterly reporting and invoicing are not available hereunder Trust staff will utilize the GMS to approve, deny, return for more information, or other appropriate action based on Contractor's submission(s).

Contractor may submit additional documentation or information requested within the allotted time frame or may withdraw an invoice and replace it, which restarts the Trust's time frame to take action on the invoice.

A.2. On a quarterly basis, Contractor shall submit its programmatic and financial reports and supporting documentation through the Grants Management System ("GMS"). The programmatic and financial reports and supporting documentation shall include any and all narrative reports, the reporting forms generated by GMS, and supporting receipts, licenses, payroll records, etc. as may be reasonably requested by the Trust. Samples of the programmatic and financial report(s), the narrative report(s), and the reporting forms generated by GMS applicable to Contractor are attached hereto as Reporting Attachment 1. Contractor is to submit its quarterly invoice on or about the same day as it submits its completed reports as expected from Reporting Attachment 1. The Parties agree complete and accurate reporting, invoicing and supporting

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documentation in compliance with this Contract is a condition precedent for approval and payment of Contractor's quarterly invoices.

For each quarterly invoice, Contractor may include expenses incurred on days 1 through 90 of the quarter having ended immediately prior to the report. For expenses incurred within the 30 days prior to the end of the quarter, Contractor may choose to invoice such expenses in the first or second quarterly invoice after the expense is incurred.

Expenses invoiced outside this timeline will not be approved for reimbursement.

Contractor may submit additional documentation or information requested within the allotted time frame or may withdraw an invoice and replace it, which restarts the Trust's time frame to take action on the invoice.

B. Once an invoice has been approved for payment, the Trust will reimburse Contractor within 30 days.

C. Contractor shall comply with the State of Georgia's applicable policies and procedures to obtain a vendor identification number with appropriate entity, location, and financial information related to this Contract. Contractor shall provide such vendor identification number to the Trust as a condition precedent to reimbursement and will keep the State of Georgia and the Trust updated if such vendor information changes.

D. Contractor agrees it will not invoice the Trust for any item, service, or expense if Contractor's Funds and/or federal, state, or local funds are available to pay for said item, service, or expense. Such other funds shall be utilized, rather than requesting or accepting Trust Funds, for Deliverables and indirect costs related thereto. The Parties agree that so long as Contractor was not negligent nor acted in willful disregard of this provision, the Parties will cooperate with each other to return the Trust Funds in question to the Trust by repayment, offset, or withholding of payment(s) on other invoices. Notwithstanding the foregoing, the Trust expressly reserves any and all contractual, legal, or equitable rights and remedies it may have against Contractor, including enforcement provisions contained in the various national settlement agreements and/or related agreements or memoranda of understanding.

6. DELIVERABLES REQUIRING PRIOR APPROVAL BY TRUST

If Contractor is providing the following under this Contract, Contractor must submit relevant details to the Trust prior to obligating itself to purchase said items:

- A. vehicle(s),
- B. prevention campaigns that have not already been approved or funded by the Department of Behavioral Health and Developmental Disabilities ("DBHDD"), as indicated in Annex A, or

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C. media campaigns the content of which was not expressly included in Contractor's Grant Application.

The Trust will review such requests for approval in good faith and provide written approval for the purchase within a reasonable time frame. Notwithstanding the foregoing, the Trust has the sole discretion to approve the details of the above. If such details are not approved, Contractor will not be reimbursed for same.

7. TERM

This Contract shall begin on February 1, 2026 (the "Effective Date") and shall continue for twelve or twenty-four months therefrom, ending on January 31, 2027 or 2028 (the "Initial Term"), unless terminated earlier pursuant to this Contract. Provided, however, that termination or expiration of this Contract shall not affect any obligations, representations, or warranties, which by their nature survive termination or expiration.

8. TERMINATION

A. This Contract may be cancelled or terminated, in whole or in part:

- i. For convenience of either Party upon delivery of thirty (30) calendar days' written notice of intent to do so, signed by a duly authorized representative of either Party;
- ii. By operation of law or act of the General Assembly, so as to render the fulfillment of this Contract infeasible;
- iii. In the event sufficient Trust Funds no longer exist for the payment of Trust's obligations hereunder, or in the event Contractor no longer has sufficient Trust Funds, in-kind funds, federal or state funds, and/or other sources of funding not otherwise obligated or restricted (hereinafter "Contractor's Funds"); or
- iv. Upon termination of the Trust.

B. In the event of termination of this Contract for any reason, the Parties shall remain liable for only those amounts, if any, incurred up to and including the termination date, subject to appropriations and the payment terms of this Contract.

9. DEFAULT

In the event of a default by either Party of any of their obligations under this Contract, either Party shall provide the other with written notice thereof, requesting that the breach or non-compliance be remedied within a time period specified in the notice, not to exceed forty-five (45) calendar days.

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10. SEVERABILITY

Any section, subsection, paragraph, term, condition, provision, or other part (hereinafter collectively referred to as “part”) of this Contract that is judged, held, found, or declared to be voidable, void, invalid, illegal, or otherwise not fully enforceable shall not affect any other part of this Contract, and the remainder of this Contract shall continue to be of full force and effect. Any agreement of the Parties to amend, modify, eliminate, or otherwise change any part of this Contract shall not affect any other part of this Contract, and the remainder of this Contract shall continue to be of full force and effect.

11. RELATIONSHIP OF THE PARTIES

Neither Party is an agent, employee, assignee, or servant of the other. It is expressly agreed that this Contract is not to be construed as creating a partnership, joint venture, master-servant, principal-agent, or other relationship for any purpose whatsoever. Furthermore, neither Party is authorized to or has the power to obligate or bind the other by contract, agreement, warranty, representation, or otherwise in any manner whatsoever. Nothing contained in this Contract shall be construed to render Contractor or any of its employees, agents, or subcontractors a partner, employee, or agent of the Trust, nor shall either Party to this Contract have any authority to bind the other in any respect, it being intended that each shall remain an independent contractor.

12. COMPLIANCE WITH THE LAW

A. The Parties hereto agree to perform this Contract in accordance with terms and conditions of this Contract and in compliance with all laws, rules, regulations, and orders of federal, state, and local government.

B. Contractor agrees that throughout the performance of all applicable work in this Contract it will remain in full compliance with all federal and state immigration laws, including but not limited to provisions of 8 U.S.C. §1324a and O.C.G.A. §13-10-90 *et seq.*, Illegal Immigration Reform and Enforcement Act of 2011, regarding the verification of employment eligibility of employees under the Immigration Reform and Control Act of 1986.

- i. Contractor will ensure that only persons who are citizens or nationals of the United States or non-citizens authorized under federal immigration laws are employed to perform services under this Contract or any subcontract, if subcontract(s) are approved by the Trust.

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- ii. Contractor shall not retaliate against or take any adverse action against any employee or subcontractor, if any, for reporting or attempting to report a violation(s) regarding applicable immigration laws.

Further, Contractor agrees to include the provisions contained in the foregoing paragraphs in each subcontract, if any, for Deliverables or services hereunder and to require any approved subcontractors to include such provisions in all sub-subcontracts, if any.

13. NONDISCRIMINATION BY CONTRACTORS AND SUBCONTRACTORS

A. NONDISCRIMINATION

The Parties agree that in the performance of this Contract they will not discriminate against any person or group of persons on the basis of gender, religion, race, color, sex, disability, age, creed, sexual orientation, veteran status, national origin, or in any other manner prohibited by applicable federal, state, and/or local laws or regulations.

Additionally, the Parties agree to follow their own policies against discrimination, harassment, and/or retaliation as may be in effect at the time. If the Parties' policies conflict with the other Parties' policy or policies, then the more protective policy will be followed by Contractor so long as the policy or policies that conflict with each other do not violate federal or state law.

B. NONDISCRIMINATION BY SUBCONTRACTORS

Contractor agrees to require all subcontractor(s), if such are allowed by the Trust, performing services funded with Trust Funds to comply with all provisions of the federal and state laws, rules, regulations, and policies described in this section.

14. CONFIDENTIALITY OF INDIVIDUAL INFORMATION

A. Contractor agrees to abide by all state and federal laws, rules, and regulations regarding confidentiality of every Individual's records, including but not limited to federal regulations regarding Confidentiality of Alcohol and Drug Abuse Patient Records at 42 C.F.R. Part 2; the Health Insurance Portability and Accountability Act of 1996 and regulations (Privacy Rule and Security Rule) at 45 C.F.R. Parts 160, 162, and 164; and the Georgia Mental Health Code at O.C.G.A. Title 37, specifically O.C.G.A. §§37-3-166, 37-4-125, and 37-7-166, all as amended hereafter, as applicable.

B. Contractor further agrees not to divulge any information concerning any Individual to any unauthorized person without the written consent of the Individual, or guardian of the Individual, or parent or court-appointed custodian of a minor Individual, as applicable.

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C. Contractor acknowledges that some material and information that may come into its possession or knowledge in connection with this Contract, or the performance hereof, may consist of confidential and private information, and that the disclosure of such information to or use of such information by third parties may be damaging. Contractor therefore agrees to hold such material and information in strictest confidence, not to make use thereof other than as is necessary for performance of this Contract, and not to release or disclose any information to any other party except as may be required by law.

D. Contractor hereby expressly agrees to immediately remove its employees or subcontractors from performing any work in connection with this Contract upon the Trust giving notice that such employee or subcontractor has failed to meet the confidentiality obligations or standards of this Contract. Some services performed for the Trust may require that Contractor sign a nondisclosure agreement. Contractor understands and agrees that refusal or failure to sign such a nondisclosure agreement, if required, may result in termination of this Contract.

E. Contractor agrees that, in the event it receives a request for information pursuant to the Georgia Open Records Act, which request seeks information that is confidential, privileged, and/or protected health information under any applicable law or regulation, it will inform the Trust in writing within two (2) business days of the receipt of the request. Contractor further will inform the Open Records Act requestor that it will provide documents or information in response to the request no earlier than two (2) weeks following Contractor's receipt of the request, in order to allow the Trust the opportunity to represent, at its own expense, its interests regarding any potential disclosure of confidential, privileged, or protected health information that may be responsive to the request. Contractor shall not release the requested information to the requesting party until two (2) weeks following Contractor's receipt of the request, unless the Trust expressly authorizes an earlier release in writing.

15. TRUST'S RIGHT TO SUSPEND CONTRACT

The Trust reserves the right to suspend this Contract in whole or in part under this Contract provision if it appears to the Trust that Contractor is failing to substantially comply with the quality of service or the specified completion schedule of its duties required under this Contract. Alternatively, or additionally, the Trust may require further proof of reimbursable expenses prior to payment thereof, and/or require improvement, at the discretion of and to the satisfaction of the Trust, in the programmatic performance or service delivery.

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16. NO CONFLICT OF INTEREST

Contractor and the Trust certify that the provisions of the Official Code of Georgia Annotated, §45-10-20 *et seq.*, as amended, which prohibit and regulate certain transactions between certain state officials or employees and the State of Georgia, have not been violated and will not be violated in any respect.

17. NOTIFICATION OF BREACH OR FAILURE TO PERFORM AND OPPORTUNITY TO CURE

A. In the event the Trust determines that Contractor has breached or failed to perform any of the terms of this Contract, the Trust may, in its sole discretion, within a reasonable time after determination of such breach or failure by Contractor, notify Contractor of the breach or failure to perform by e-mail or by U.S. mail. The notice may, at the discretion of the Trust, inform Contractor of any opportunity to cure the breach or failure to perform, to include development and implementation of a Corrective Action Plan (hereinafter “CAP”), and in such event will further provide the time period for the completion of such cure or plan. The Trust is not required to provide notice or opportunity to cure.

B. Upon notice to Contractor of a failure to perform or breach of the terms of this Contract, the Trust may require and/or permit Contractor to develop and implement a CAP. The CAP must be developed by Contractor within the time period specified by the Trust and must be submitted to the Trust for approval. A CAP must be specific and must, at a minimum, include provisions aimed toward correction of the deficiencies, indicate reasonable completion dates, fully describe the methodology to be used to accomplish complete and permanent corrective action, and describe methods for ensuring full compliance with the CAP. Failure to comply with a submitted CAP and/or approved CAP may result in actions outlined in this Contract or in any Trust policy in effect at the time. The Trust may require Contractor, as a part of a CAP, to participate in a program of technical assistance provided by or on behalf of the Trust, any cost of which, when applicable, shall be borne by Contractor.

18. CONTRACTOR’S AFFIRMATIVE DUTY TO REPORT

A. **TIMING OF CONTRACTOR’S REPORT**

Contractor shall report to and/or notify the Trust immediately, if feasible, and in no event later than three (3) business days from the following reportable events and/or allegations listed in subparagraph 18.B. with respect to

- i. Contractor,

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- ii. Contractor's key personnel and/or employees, including but not limited to those presented in Contractor's Grant Application, and/or
- iii. any of Contractor's board members, owners, and/or officers.

For the purposes of this Section 18, the meaning of occurring or experienced includes receiving notice of an underlying reportable event, and/or being accused of the underlying reportable event by law enforcement, or any state or federal agency with authority over Contractor, its personnel, directors, owners, officers, and/or board members. The Parties agree reports must be made to the Trust even if key personnel and/or employees, board members, owners, or officers were not identified in Contractor's Grant Application by reason of the ongoing course of business, employee turnover, or the election or selection of new leadership.

B. REQUIRED TO REPORT EVENTS AND ALLEGATIONS

Contractor agrees to report the following:

- i. charges, allegations, or convictions of violating or failing to comply with any law or regulation during the prior twelve months or during the term of this Contract, whether or not such conviction is appealed or otherwise contested, and regardless of when the acts on which the conviction is based took place. Laws and regulations contemplated by this subparagraph 18.B.i. include, but are not limited to, laws and regulations prohibiting the abuse, neglect, or exploitation of Individuals, and laws and regulations prohibiting Medicare and/or Medicaid fraud, self-referral, kick-backs, and/or fraud against the State of Georgia or the federal government;
- ii. exclusion from Medicaid or Medicare or Contractor's Medicaid Provider Enrollment Number or any Medicaid Provider Enrollment Number associated with Contractor is terminated;
- iii. discovery or reasonable suspicion that information provided to the Trust, agents of the Trust, auditors or reviewers employed by or working on behalf of the Trust, DBHDD employees who conduct inspections or reviews of Contractor, or to Individuals or other consumers/clients of Contractor, or to other state or federal government agencies was fraudulent or misleading;
- iv. sale of more than 50% of Contractor's assets, shares, or ownership interests, or a change in the membership of at least half the governing board or body of Contractor;
- v. termination or replacement of key personnel; or

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- vi. writes, submits, or agrees to a CAP by any state or federal agency or government with authority over it or with which it contracts.

19. DATA SHARING OF REPORTS

The Trust has the authority to utilize the programmatic and financial reports, as well as the existence of this Contract, whether or not the Trust is utilizing a third party, in furtherance of evaluation of the effective use of Trust Funds, publicity related to the Trust, inquiry by other branches of state and federal government, and as otherwise required by law.

Programmatic and financial reports are not to contain Protected Health Information (“PHI”).

Further, the Trust may require Contractor to comply with appropriate Open Records Act requests, where deemed more appropriate or cost effective in situations where the Trust would be required by law to provide the same or similar records.

20. ACCESS TO RECORDS AND INVESTIGATION

A. Contractor agrees that the Trust or authorized agents have full authority to investigate any allegation of misconduct in performance of duties arising from this Contract made against an employee of Contractor or any approved subcontractor. Contractor agrees to cooperate fully in such investigations by providing the Trust full access to its records and the records of any approved subcontractors, and to allow its employees to be interviewed by the Trust investigators, outside the presence of other persons, during such investigations.

B. The Trust and its authorized agents shall have the right to monitor and inspect the operations of Contractor and any approved subcontractor for compliance with the provisions of this Contract and all applicable federal and state laws and regulations, with or without notice, at any time during the term of this Contract. Contractor agrees to cooperate fully with these monitoring and inspection activities, and to ensure the cooperation of any approved subcontractors. Such monitoring and inspection activities may include, without limitation: onsite health and safety inspections; financial and quality audits; review of management systems, policies, and procedures; and review of any other areas, activities, or materials relevant to or pertaining to this Contract. The Trust may require Contractor to develop CAPs as appropriate.

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21. FORCE MAJEURE

Each Party will be excused from performance under this Contract to the extent that it is prevented from performing, in whole or in substantial part, due to delays caused by an act of God, civil disturbance, civil or military authority, war, court order, or acts of a public enemy, and nonperformance for those reasons will not be a default under this Contract nor a basis for termination for cause. If the Deliverables to be provided under this Contract are interrupted by an act of God, civil disturbance, civil or military authority, war, court order, or acts of a public enemy, the Trust will be entitled to an equitable adjustment to the Trust Funds and other payments due under this Contract. Nothing in this paragraph shall be deemed to relieve Contractor from its liability for work performed by any subcontractor. Nothing in this paragraph shall be deemed to prevent or restrict the Trust from taking any measures the Trust may in its discretion deem necessary to ensure the health and safety of the Individuals served by Contractor.

22. INSURANCE

The following requirements shall be adhered to by Contractor throughout the duration of this Contract, and as may otherwise be specified herein. Contractor shall procure and maintain insurance that shall protect Contractor and the Trust from any claims for bodily injury, property damage, or personal injury that may arise out of operations under this Contract. Contractor shall procure the insurance policies at its own expense and shall furnish the Trust an insurance certificate of the coverage required in this section listing the Trust as certificate holder. In addition, the insurance certificate must provide the name and address of the insured, name, address, telephone number, and signature of the authorized agent; the name of the insurance company (licensed to operate in Georgia); a description of the coverage in detailed standard terminology (including policy period, limits of liability, exclusions, and endorsements); and an acknowledgment that notice of cancellation is required to be given to the Trust. Contractor is required to obtain and maintain the following types of insurance coverage for the duration of this Contract:

A. Workers Compensation Insurance (Occurrence) in the amounts of the statutory limits established by the General Assembly of the State of Georgia in Chapter 9 of Title 34 of the Official Code of Georgia Annotated. (A self-insurer must submit a certificate from the Georgia Board of Workers Compensation stating that Contractor qualifies to pay its own workers compensation claims). In addition, Contractor shall require all subcontractors occupying the premises or performing work under this Contract to obtain an insurance certificate showing proof of Workers Compensation Coverage.

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B. Commercial General Liability Policy (Occurrence), to include contractual liability. The Commercial General Liability Policy shall have dollar limits sufficient to ensure there is no gap in coverage between this policy and the Commercial Umbrella Policy described below.

C. Business Auto Policy (Occurrence) to include but not be limited to liability coverage on any owned, non-owned, and hired vehicle used by Contractor or Contractor's personnel in the performance of this Contract. The Business Auto Policy shall have dollar limits sufficient to ensure that there is no gap in coverage between this policy and the Commercial Umbrella Policy required in this Contract.

D. Commercial Umbrella Policy (Occurrence), which must provide the same or broader coverage than those provided for in the above Commercial General Liability and Business Auto Policies. Policy limits for the Commercial Umbrella Policy shall have an annual aggregate limit of three million dollars (\$3,000,000.00).

The foregoing policies shall contain a provision that coverage afforded under the policies will not be canceled, or not renewed, or allowed to lapse for any reason until at least sixty (60) calendar days prior written notice has been given to the Trust. Certificates of Insurance showing such coverage to be in force shall be filed with the Trust prior to commencement of any work under this Contract. The foregoing policies shall be obtained from insurance companies licensed to do business in Georgia and shall be with companies acceptable to the Trust. All such coverage shall remain in full force and effect during the initial term of this Contract and any renewal or extension thereof.

23. INDEMNIFICATION

A. To the extent allowed by law, Contractor hereby waives, releases, relinquishes, discharges, and agrees to indemnify, protect, and save harmless the State of Georgia (including the State Tort Claims Trust Fund), the Trust, the Department of Administrative Services, their officers and employees (collectively "indemnitees") of and from any and all claims, demands, liabilities, loss, costs, or expenses for any loss or damage for bodily injury including but not limited to death, personal injury, property damage, attorneys' fees caused by, growing out of, or otherwise happening in connection with this Contract, due to any act or omission on the part of Contractor, its agents, employees, subcontractors, or others working at the direction of Contractor or on Contractor's behalf; or due to any breach of this Contract by Contractor (collectively, the "Indemnity Claims"). This indemnification extends to the successors and assigns of Contractor, and this indemnification and release survives the termination of this

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Contract and the dissolution or, to the extent allowed by law, the bankruptcy of Contractor.

B. If and to the extent such damage or loss as covered by this Indemnification is covered by the State Tort Claims Fund or any other self-insurance funds maintained by the Department of Administrative Services (collectively, the "Insurance Funds"), Contractor agrees to reimburse the Trust for such Trust Fund amounts paid out by the Insurance Funds. To the full extent permitted by the Georgia Constitution and the laws of the State of Georgia and the terms of the Insurance Funds, Contractor and its insurers waive any right of subrogation against the State of Georgia, the Trust, the indemnitees, and the Insurance Funds and insurers participating thereunder, to the full extent of this indemnification.

C. Contractor shall, at its expense, be entitled to and shall have the duty to participate in the defense of any suit against the indemnitees. No settlement or compromise of any claim, loss, or damage asserted against indemnitees shall be binding upon indemnitees unless expressly approved in writing by the indemnitees.

24. PUBLICITY

A. Contractor must ensure that any publicity given to the program, services, or Deliverables provided herein identifies the Trust as a sponsoring source of Contractor's Funds. Further, Contractor agrees to reasonable participation in and cooperation with any media or public awareness efforts undertaken by the Trust. This participation may include, but is not limited to, being interviewed by journalists, providing written documentation or media (photos, videos, etc.) for use in publicity materials, and anecdotal evidence of effectiveness of the Deliverables or Approved Use. Publicity materials include, but are not limited to, signs, notices, information pamphlets, press releases, brochures, radio or television announcements, or similar information prepared by or for Contractor related to the Deliverables or this Contract.

B. In addition, Contractor shall not display the Trust's name or logo in any manner, including, but not limited to, display on Contractor's letterhead or physical plant, without the prior written authorization of the Trust. Publicity materials shall not include photographs or identifying information of any Individual unless the Individual has given prior valid written authorization, which authorization shall be available to the Trust upon request.

25. INVENTIONS, PATENTS, COPYRIGHTS, INTANGIBLE PROPERTY, AND PUBLICATIONS

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Any documents, electronic data, or other material prepared or in the process of being prepared by Contractor in connection with Contractor's performance of the Deliverables shall be deemed property of the Trust and all right, title, and ownership interest in any such documents shall vest in the Trust immediately upon their creation and Contractor further agrees to execute any and all documents or to take any additional actions that may be necessary in the future to fully effectuate this provision.

A. INVENTIONS AND PATENTS

Contractor agrees if patentable items, patent rights, processes, or inventions are produced in the course of work supported and funded by this Contract, to report such facts in writing promptly and fully to the Trust. The Trust shall determine whether protection of the invention or discovery shall be sought. The Trust will also determine how the rights to the invention or discovery, including rights under any patent issued thereon, shall be allocated and administered in order to protect the public interest consistent with the charitable purpose of the Trust, settlement agreements applicable to Trust Funds, state and federal laws, and policies of the Trust in effect at the time.

B. COPYRIGHTS

Except as otherwise provided in the terms and conditions of this Contract, the author or the Trust is free to copyright any books, publications, or other copyrightable materials developed in the course of, or under this contract. Should any copyright materials be produced as a result of this Contract, the Trust shall reserve a royalty-free nonexclusive and irrevocable right to reproduce, modify, publish, or otherwise use and to authorize others to use the work for the Trust, DBHDD, and/or government and Trust purposes.

C. PUBLICATIONS

All publications, including pamphlets, artwork, and reports shall be submitted to the Trust in the format, digital or otherwise, requested by the Trust.

26. DRUG-FREE WORKPLACE

A. Contractor hereby certifies that it will comply with the Drug-Free Workplace Act of 1988 (Public Law 100-690, Title V, Subtitle D; 41 U.S.C. §8102 *et seq.*) and that:

- i. A drug-free workplace will be provided for Contractor's employees during the performance of this Contract; and
- ii. Contractor will secure from any subcontractor hired to work in a drug-free workplace the following written certification: "As part of the subcontracting agreement with (Contractor's Name), (Subcontractor's Name) certifies to (Contractor's Name) that a drug-free workplace will be provided for the employees of (Subcontractor's Name) during the

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performance of this Contract pursuant to paragraph 7 of subsection B of Code §50-24-3 of the Official Code of Georgia Annotated.”

B. Contractor may be suspended, terminated, or debarred if it is determined that:

- i. Contractor has made false certification hereinabove; or
- ii. Contractor has violated such certification by failure to carry out the requirements of O.C.G.A. §50-24-3.

27. COOPERATION

Both Parties hereto agree to cooperate fully in the defense of any litigation brought against the other relating to this Contract and each Party shall give other prompt written notice of any such claim, demand, suit or proceeding.

28. ENTIRE AGREEMENT

Except as expressly modified by this Amendment, the Contract shall be and remain in full force and effect in accordance with its terms and shall constitute the legal, valid, binding and enforceable obligations of the Parties. This Amendment and the Contract including any written amendments thereto, collectively, are the complete agreement of the Parties and supersede any prior agreements or representations, whether oral or written, with respect thereto.

Contractor acknowledges and agrees that its pre-existing contract with the Georgia Department of Behavioral Health and Developmental Disabilities has been terminated as of May 31, 2025, and DBHDD is not a party to this Contract with the Trust.

Contractor's pre-existing contract will govern issues legal issues related to the performance thereof, including survival, payment, performance, indemnification and other material terms of said contract.

29. AMENDMENT

This Contract may be amended during the term by mutual consent of the Parties in a written contract of the same formality, signed by their authorized representatives.

30. NOTICES

All notices provided for herein shall be deemed duly given upon delivery if delivered by email, by hand, three (3) calendar days after mailing, overnight courier with tracking, or certified mail, return receipt requested.

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The mailing addresses, telephone numbers, and contact persons listed below for the Trust and Contractor may be changed during the term of this Contract by written notification to the other Party by the Trust or by Contractor.

The Trust's mailing address and telephone number for correspondence, reports, and other matters relative to this Contract, except as otherwise indicated, are:

Holly Lynde, Executive Director
Georgia Opioid Crisis Abatement Trust
200 Piedmont Ave. SE
Suite 1406
Atlanta, Georgia 30303
Telephone: 470-445-1958
E-mail: holly.lynde@dbhdd.ga.gov

Contractor's mailing address and telephone number for notices and other matters relative to this Contract are:

[Applicant Org Name]
Attn: [Contact Person]
[Address]
[City, State Zip]
[Telephone]
[E-mail]

Contractor's mailing address for Contract payment checks or remittance advice (for electronic Trust Funds transfer only) is:

[Applicant Org Name]
[Address]
[City, State Zip]

31. EXECUTION IN COUNTERPARTS

This Contract may be executed in several counterparts, each of which shall be an original, and all of which shall constitute one and the same instrument. Any signature below that is transmitted by facsimile or other electronic means shall be binding and effective as the original.