

Black Hawk County Contract for Opioid Abatement Services

This Agreement is entered into by and between:

- **Black Hawk County**, located at **316 East 5th Street, Waterloo, IA 50703**, hereinafter referred to as the “County,”
- and **[Contractor Name]**, located at [Address], hereinafter referred to as the “Contractor.”
- **[Contract #]**

This Agreement is effective as of **January 1, 2026** and shall remain in effect until **June 30, 2027**, unless terminated earlier in accordance with the terms herein.

Article I – Purpose

The purpose of this Agreement is to implement opioid abatement strategies using funds from opioid litigation settlements. These strategies are designed to reduce the harmful effects of opioid use and misuse in the community, in accordance with the Iowa Opioid Settlement Memorandum of Understanding (MOU), Exhibit E/Schedule A & B Core Strategies and List of Approved Uses ([Exhibit 1_56D35860884A2.pdf](#)), and Black Hawk County’s Opioid Abatement Strategy Priorities (See Article II).

Article II – Scope of Work

The Contractor agrees to implement opioid abatement strategies that are consistent with the approved uses outlined in Exhibit E, Schedule A & B Core Strategies and List of Approved Uses and Black Hawk County Opioid Abatement Strategy Priorities, including but not limited to:

[List Contractor’s Abatements Strategies identified in #16 of application]

A. Tier 1 – Primary Strategies

B. Tier 2 – Secondary Strategies

C. Tier 3 – Remaining Strategies

Article III – Compensation and Allowable Expenses

- Black Hawk County agrees to reimburse the Contractor up to **\$[Amount]** for strategies outlined in Article II – Scope of work for services rendered during the term of this Agreement.
- Reimbursement will be made **[timeframe]** upon submission of expenses using the template provided in Attachment B.
- Allowable expenses include: salaries, fringe, materials/supplies, travel, subcontracting, and other direct costs necessary to implement the strategy.
- Administrative costs are capped at **2.5%** of total reimbursed expenses.
- **Capital expenditures** (e.g., buildings, vehicles, equipment over \$5,000) are not eligible for reimbursement.

[Insert budget detail from application]

Article IV – Reporting Requirements

Report Name	Due Date
Invoices*	[timeframe]
Mid-Year Reports*	July 15, 2026 & January 15, 2027
Final Report*	July 30, 2027
Board Presentation (if requested)	As scheduled by the Board

*Contractors must use reporting templates provided.

Article V – Compliance and Oversight

- Contractor shall provide access to all records for audit or monitoring by Black Hawk County, Iowa Attorney General, or other authorized entities.
- Contractor shall comply with all applicable federal, state, and local laws, including nondiscrimination, confidentiality, and licensing requirements.
- Contractor shall ensure that all services funded under this Agreement are used exclusively for identified opioid abatement strategies.

Article VI – Insurance and Indemnification

- Contractor shall maintain insurance as outlined in **Attachment A – Minimum Insurance Requirements**.
- Contractor agrees to indemnify and hold harmless Black Hawk County from any claims arising from its performance under this Agreement.

Article VII – Termination

This Agreement may be terminated:

- **For Cause:** By either party upon breach, with 15 days' written notice and opportunity to cure.
- **For Convenience:** By either party with 30 days' written notice.
- **Due to Lack of Funds:** Immediately upon notice if funds are de-appropriated or unavailable.

Article VIII – General Provisions

- **Independent Contractor:** Unless the contract is awarded to a Black Hawk County department, the Contractor shall not be construed as an employee of Black Hawk County.
- **Assignment:** This Agreement may not be assigned without the written consent of Black Hawk County.
- **Entire Agreement:** This document constitutes the entire agreement between the parties.
- **Governing Law:** This Agreement shall be governed by the laws of the State of Iowa.

Article IX – Compliance with Iowa Opioid Settlement MOU

The Contractor agrees to comply with the terms of the Iowa Opioid Settlement Memorandum of Understanding (MOU), including but not limited to the following:

1. **Use of Funds:** All funds disbursed under this Agreement shall be used exclusively for opioid abatement strategies as defined in Exhibit 1 of the Iowa MOU and Exhibit E of the national settlement.

2. **No Supplanting:** Funds shall not be used to replace existing local, state, or federal funding.
3. **Transparency and Reporting:** Contractor shall maintain detailed records and submit reports as required.
4. **Public Disclosure:** Contractor acknowledges that information about the use of opioid settlement funds may be subject to public disclosure.
5. **Compliance with National Agreements:** Contractor shall comply with all applicable terms of the national opioid settlement agreements referenced in the Iowa MOU.

Signatures

For Black Hawk County:

Name: _____

Title: _____

Date: _____

For the Contractor:

Name: _____

Title: _____

Date: _____

Attachments

- **Attachment A** – Minimum Insurance Requirements
- **Attachment B** – Invoice Template
- **Attachment C** – Reporting Template