

EXHIBIT A

AGREEMENT BETWEEN THE COUNTY OF DUPAGE
AND THE DUPAGE COUNTY HEALTH DEPARTMENT
FOR THE USE OF OPIOID SETTLEMENT FUNDS
IN THE AMOUNT NOT TO EXCEED \$850,000

WHEREAS, the County of DuPage ("County") is a body corporate and politic; and

WHEREAS, Executive Order 2022-19 regarding the administration of settlement proceeds received from Illinois' opioid litigation was issued by Governor Pritzker on August 30, 2022; and

WHEREAS, the opioid epidemic has had a devastating effect upon the communities, neighborhoods, families, and residents of the United States, its economy and the general health and wellness of its population; and

WHEREAS, recognizing the damage caused to individuals and families by distributors and producers of opioids, State Attorneys General filed multiple lawsuits seeking recovery on behalf of those affected by opioid use and Illinois was a leader in this effort; and

WHEREAS, national opioid settlements have been reached with opioid distributors and manufacturers ("Settlement Funds"); and

WHEREAS, in accordance with the Illinois Opioid Allocation Agreement, counties who receive distributions are obligated to use these funds to support opioid remediation programs through uses included in the list of approved abatement programs attached hereto as Exhibit B; and

WHEREAS, the DuPage County Health Department ("Department") wishes to use a portion of the Settlement Funds allocated to DuPage County for purposes deemed eligible; and

WHEREAS, the County has authorized the transfer of an amount not to exceed \$850,000 (EIGHT HUNDRED FIFTY THOUSAND AND NO/100 DOLLARS) pursuant to Resolution FI-R-0266-23 and the terms of this Agreement; and

WHEREAS, the County and the Department are hereafter sometimes referred to as the "Party" and collectively referred to herein as the "Parties".

NOW, THEREFORE, in consideration of the mutual covenants and agreements contained herein, the County and the Department hereby agree as follows:

1. **Purpose of the Agreement.** The purpose of this Agreement is to establish a contractual relationship between the County and the Department for the invoicing, reporting, and use of settlement funds related to the transfer of said funds authorized by Resolution FI-R-0266-23.
2. **Eligible Uses.** Settlement funds shall be used for Opioid Remediation to support treatment of Opioid Use Disorder and any co-occurring Substance Use Disorder or Mental Health conditions through evidence-based or evidence-informed programs or strategies that may include, but are not limited to, the following:
 - 1) Treatment
 - a) Treat Opioid Use Disorder;
 - b) Support people in treatment and recovery;
 - c) Connect people who need help to the help they need;
 - d) Address the needs of criminal justice-involved persons; and
 - e) Address the needs of pregnant or parenting women and their families.
 - 2) Prevention
 - a) Prevent over-prescribing and ensure appropriate prescribing and dispensing of opioids;
 - b) Prevent misuse of opioids; and
 - c) Prevent overdose deaths and other harms.
 - 3) Other Strategies
 - a) First Responders;
 - b) Leadership, Planning and Coordination;
 - c) Training; and
 - d) Research.

The Department shall, at the County's request, supply all relevant information for the County to evaluate whether spending meets the criteria under The Office of Opioid Settlement Administration guidelines.

3. **Recitals.** The recitals to this Agreement are incorporated as though set forth fully herein.
4. **Term.** This Agreement shall remain in effect until November 30, 2024. Sections 6, 7, 8, 9, 10, 11, 12, 14, 15 and 16 of this Agreement shall remain in effect indefinitely and shall survive the termination of this Agreement.
5. **Termination, Breach.** This Agreement may be terminated upon thirty (30) days' notice to the other Party with the written consent of the other Party. All terms of this Agreement shall

be considered material terms and therefore all breaches shall be deemed material breaches. In the event of a breach of this Agreement by any Party, the non-breaching Party shall provide the breaching Party with written notice of the breach and shall provide a period of not less than thirty (30) days to cure said breach.

6. **Venue, Applicable Law.** The exclusive venue for disputes arising from this Agreement shall be the 18th Judicial Circuit Court, sitting in Wheaton, Illinois. This Agreement shall be governed by the laws of the State of Illinois.
7. **Payment.** The County agrees to reimburse the Department for eligible expenses up to \$850,000 (EIGHT HUNDRED FIFTY THOUSAND AND NO/100 DOLLARS) in Fiscal Year 2024. The Department must submit quarterly invoices to the DuPage County Finance Department. The Department must submit backup documents for the invoices that include, but are not limited to: payroll ledgers, invoices, check stubs, bank statements, or other backup documents demonstrating expenses related to work on opioid remediation.
8. **Records.** The Department shall maintain all records relating to the expenses for a period of at least seven (7) years or the period of time required by other state or federal law, whichever is longer.
9. **Reports to the County.** The Department shall submit quarterly reports to the County's Finance Department through its performance metrics portal. Said performance metrics shall be agreed upon and negotiated in good faith between the Parties prior to the release of any funds.
10. **Audit.** The use of these funds may be audited and reviewed. The Department agrees to retain and provide access to all financial records and documents related to the settlement funds for a period of seven (7) years for local, state and federal audit purposes.
11. **Review of Operations.** The County may monitor and conduct an evaluation of operations funded. An evaluation may include a visit from County personnel to review all financial records pertaining to the funds.
12. **Liquidated damages.** In the event that any entity authorized by law audits the funds and determines that the funds used by the Department were used for purposes other than those permitted under Eligible Uses (Section 2), the Department agrees to indemnify the County and hold the County harmless against any and all liabilities, including judgments, costs and reasonable counsel fees. The Department expressly agrees to reimburse the County for the cost of any penalty, fine, or judgment.

- 13. **Assignment.** Neither Party shall assign performance under this Agreement, nor shall either Party transfer any right or obligation under this Agreement without the express written approval of the County.
- 14. **Amendment.** Any amendment to the terms of this Agreement must be in writing and will not be effective until it has been executed and approved by the same Parties who approved and executed the original Agreement or their successors in office.
- 15. **Waiver.** If the County fails to enforce any provision of this Agreement, that failure does not waive said provision or the County's right to enforce it.
- 16. **Sole Agreement.** This Agreement contains all negotiations between the County and Department. No other understanding regarding this Agreement, whether written or oral, may be used to bind either Party.

THUS, in witness thereof, the Parties have executed this Agreement on the date first written below.

The County of DuPage

By: _____
 Print Name: Deborah A. Conroy
 Title: County Board Chair
 Date: May 14, 2024

The DuPage County Health Department

By: _____
 Print Name: _____
 Title: _____
 Date: _____