

STATE OF ALABAMA)
COUNTY OF BALDWIN)

**AGREEMENT
BETWEEN
BALDWIN COUNTY COMMISSION
AND
CARE House, Inc.
FOR**

**Opioid Settlement Funding Program
Providing Opioid Abatement Interventions**

THIS AGREEMENT ("Agreement") entered this 7th day of July, 2026, by and between the Baldwin County Commission (the "Commission") and CARE House, Inc. (the "Recipient"), a nonprofit organization eligible to receive funds under this Agreement by virtue of either holding a valid 501(c)(3) tax-exempt designation from the Internal Revenue Service or being a public nonprofit corporation duly formed pursuant to Chapter 51 of Title 22 of the Code of Alabama 1975. The Commission and the Recipient are referred to collectively as the "Parties".

WHEREAS, Act 2023-384 of the Alabama Legislature created the Alabama Opioid Settlement Fund and prescribes the permissible uses of opioid remediation funds for evidence-based, forward-looking, and sustainable opioid abatement initiatives; and

WHEREAS, the Alabama Attorney General's Office has entered into several settlement agreements with opioid supply-chain participants, resulting in significant funds being made available to the State of Alabama for the specific purpose of abating the opioid crisis; and

WHEREAS, each settlement requires that abatement funds be used solely for approved opioid remediation activities to address broad categories of abatement including education, prevention, and treatment; and

WHEREAS, the Commission has received opioid remediation funds pursuant to the opioid litigation settlements and related opioid abatement agreements (the "Opioid Settlement Funds"), and is authorized to distribute such funds to eligible recipients for approved opioid remediation activities; and

WHEREAS, the Commission wishes to engage the Recipient to assist in carrying out an approved opioid remediation program through appropriation of a portion of its Opioid Settlement Funds, specifically a project to provide opioid-related prevention, treatment, recovery support, and other evidence-based services to citizens and residents of the County, including individuals experiencing homelessness or otherwise impacted by opioid use disorder (the "Program"); and

WHEREAS, the Commission is authorized under § 22-51-14, Code of Alabama 1975, to appropriate funds to the Recipient to operate such programs for the benefit of residents of the County; and

WHEREAS, on May 5, 2026, the Commission adopted Resolution #2026-081 which approved the Baldwin County Commission Opioid Settlement Program; and

NOW, THEREFORE, it is agreed between the Parties to this Agreement that:

I. SCOPE OF WORK

A. Purpose of the Program

This Program is to be carried out by the Recipient on behalf of the Commission to provide evidence-based opioid abatement services to residents of the County as further described in Attachment "A" to this Agreement, the "Scope of Work."

B. Compliance

All activities funded under this Agreement shall comply with all applicable statutes, regulations, settlement agreements, policy guidance, and other requirements governing the use of opioid remediation funds.

C. Level of Accomplishment – Scope of Work and Performance Measures

The Recipient shall use the funds available under this Agreement to cover costs that are reasonable and necessary to carry out opioid remediation activities within the County.

D. Period of Performance and Budget Period

The period of performance for this Agreement shall begin on the date of the execution of this Agreement by both parties for a period of twelve (12) months.

E. Renewal

the Commission may renew this Agreement annually in its sole and absolute discretion.

F. Performance Monitoring

The Commission will apply oversight through program monitoring to ensure accountability and responsible stewardship of appropriated funds by organizations pursuing priority opioid remediation activities. Documented uses of program funds must facilitate transparent program operations and quantifiable, evidence-based outcomes. Substandard performance will result in a determination of non-compliance and will require corrective actions, including possible suspension or termination of this Agreement and repayment of funds received by the Recipient.

A funded intervention program must provide documentation of achieving target opioid abatement outcomes within Baldwin County communities. At a minimum, performance monitoring will require the following submittals by the Recipient:

1. Six-month interim Performance Report
2. Ten-month Performance Report
3. Closeout Report at the conclusion of the twelve-month period of extensions thereof, if any.

Performance Reports must include documentation correlating to quantifiable metrics, which may include but are not limited to:

- Number of individuals directly or indirectly served;
- Services provided;
- Challenges and warranted adjustments;
- Budget-to-actual expenditures;
- Description of direct/indirect benefits to County systems;
- Number of individuals receiving training, or attending public meetings;
- Number of individuals receiving educational, program outreach materials;

Additional terms and conditions of this Agreement applicable to Performance Monitoring are referenced in Attachment "B" to this Agreement, the "Specific Award Conditions."

G. Financial Monitoring

The Commission will rely upon accepted federal and state accounting practices and standards for monitoring the Recipients' financial management, the generation and retention of supporting documentation, and timely submittal of Financial Monitoring Reports concerning the Recipients' expenditure of opioid remediation funds. Financial Reports submitted must reference the appropriation amount, funds drawn, and remaining balance.

Terms and conditions of this Agreement applicable to Financial Monitoring are referenced in Attachment "B" to this Agreement, the "Specific Award Conditions."

II. TERMS OF PAYMENT AND PROCEDURES

- A. The total amount to be appropriated to the Recipient annually by the Commission under this Agreement shall not exceed \$150,000.00, to be paid through quarterly reimbursements to the Recipient based on actual, eligible, documented, incurred program expenses.
- B. The Commission will distribute funds available pursuant to this Agreement on no less than a quarterly basis, as reimbursement to the Recipient for reasonable and necessary costs associated with the implementation of opioid abatement intervention activities upon the submission of sufficient documentation evidencing such costs. The Commission reserves the right to liquidate funds available under this Agreement for any costs incurred by the Commission on behalf of the Recipient.
- C. Payment of funds available under this Agreement is contingent upon substantial compliance with the terms and conditions of this Agreement, including performance and financial management standards and related requirements.

III. GENERAL CONDITIONS

A. General Compliance

The Recipient agrees to comply with all applicable federal, state, and local laws, regulations, and policies governing the funds provided under this Agreement.

B. Alabama Opioid Settlement Law

The Alabama Legislature enacted Act 2023-384 establishing the Alabama Opioid Settlement Fund and a statewide framework for the distribution, oversight, and allowable use of opioid remediation funds. The Act requires that all opioid settlement proceeds received by local governments be used exclusively for evidence-based, sustainable opioid abatement activities.

C. Immigration Law

Chapter 13 of Title 31, Code of Alabama 1975, imposes conditions on the award of County contracts. The Recipient agrees to fully comply with the Immigration Reform and Control Act of 1986, as amended by the Immigration Act of 1990, and the Beason-Hammon Alabama Taxpayer and Citizen Protection Act.

D. Boycott Certificate

Section 41-16-5 of the Code of Alabama 1975 imposes conditions on the award of County contracts. By entering into this Agreement, the Recipient certifies that it is not currently engaged in, and will not engage in, the boycott of a person or an entity based in or doing business with a jurisdiction with which the state can enjoy open trade.

E. Independent Contractor

Nothing contained in this Agreement is intended to or shall be construed in any manner as to create or establish the relationship of employer/employee between the Parties. The Recipient shall at all times remain an independent contractor with respect to the services to be performed under this Agreement. The Recipient understands that the Commission has no financial interest in the business of the Recipient and that the Commission shall not be liable for any debts incurred by the Recipient.

A. Prohibition on the Recipient Acting as an Agent of the Commission

This Agreement and the relationship created hereby does not in any manner create, imply, or otherwise vest any authority in the Recipient to act on behalf of the Commission. Furthermore, this Agreement hereby expressly forbids the creation of an agency or any action that would create or imply that the Recipient is an agent of the Commission.

F. Hold Harmless

The Recipient agrees to indemnify, defend, and hold harmless Commission, and its officers, elected officials, employees, agents, and volunteers from and against any and all

claims, demands, suits, actions, proceedings, losses, damages, liabilities, costs, and expenses, including reasonable attorneys' fees and court costs (collectively, "Claims"), arising out of or in any way connected with the Recipient's performance or nonperformance of the project activities or subject matter called for in this Agreement.

G. Insurance

The Recipient shall provide the Commission with an insurance certificate for comprehensive general liability coverage in a minimum amount \$1,000,000 naming the Commission as additional insured.

H. Liability

The Recipient agrees to repay to Commission funds equal to the amount of Opioid Settlement Funds provided to the Recipient by the Commission, including interest, which the Commission has determined that the Recipient's agents or assigns have caused to have been expended in violation of this Agreement and/or any federal, state, or local laws or policies governing the use of Opioid Settlement Funds. This provision shall be in addition to and shall not be deemed to waive any rights or remedies of the Commission under the law.

I. Material Changes

The Recipient must notify the County, in writing, of any material changes to program staffing, scope, budget, or service delivery during the period of performance.

J. Amendments

1. The Commission or Recipient may amend this Agreement at any time provided that such amendments make specific reference to this Agreement, are executed in writing, are signed by a duly authorized representative of each party and are approved by the Commission.
2. The Commission may, in its sole and absolute discretion, amend this Agreement to conform with federal, state, or local governmental guidelines, policies, and available funding amounts, or for other reasons. Such modifications will be effective upon approval by the Commission.

K. Suspension or Termination

1. The Commission may suspend or terminate this Agreement if the Recipient materially fails to comply with any terms of this Agreement; such material failures include (but are not limited to) the following:
 - a. Failure to comply with any of the rules, regulations, or provisions referred to herein, or such statutes, regulations or directives as are applicable at any time;
 - b. Failure, for any reason, of the Recipient to fulfill in a timely and proper manner its obligations under this Agreement;

- c. Ineffective or improper use of funds provided under this Agreement; or
- d. Submission by the Recipient to the Commission of any monitoring reports that are incorrect or incomplete in any material respect.

In the event the Agreement is terminated pursuant to this paragraph, the Recipient shall reimburse the Commission for any amounts already paid pursuant to this Agreement.

- 2. This Agreement may also be terminated by either the Commission or the Recipient, in whole or in part, including for convenience, by providing written notice of the reasons for such termination, the effective date, (which shall be no less than 30 days from said notice) and, in the case of partial termination, the portion to be terminated. However, if in the case of partial termination, if the Commission determines that the remaining portion of the funds provided under this Agreement will not accomplish the purpose for which the appropriation was made, the Commission may terminate the funding in its entirety and Recipient shall reimburse the Commission for any costs already paid pursuant to this Agreement.

L. Controlling Law

This Agreement shall be deemed to have been made in the State of Alabama, and the validity of the same, its construction, interpretation, enforcement, and the rights of the parties hereunder, shall be determined under, governed by, and construed in accordance with the substantive laws of the State of Alabama, without giving effect to any choice of law provisions arising thereunder. The proper venue for any action arising hereunder or relating to the subject matter of this Agreement shall lie solely and exclusively in the Circuit Court of Baldwin County, Alabama.

M. No Waiver of Immunities

Nothing contained in this Agreement shall be construed as a waiver of the Commission's sovereign immunity, governmental immunity, or any other immunity, defense, or privilege available to the Commission under applicable federal or state law. The Commission's obligation to indemnify, defend, and hold harmless the Commission is independent of and in addition to any insurance coverage required under this Grant Agreement.

N. Survival

The provisions of this Section III. shall survive the expiration or earlier termination of this Agreement with respect to any claims arising from acts, omissions, or events occurring during the term of this Agreement or relating to grant funds disbursed or expended during the terms of this Agreement, regardless of when such claims are asserted.

IV. LICENSURE REQUIREMENTS

The Recipient acknowledges that it and all personnel involved in the implementation of the project are currently and throughout the period of performance of this Agreement will remain in compliance with applicable licensure requirements.

V. EXPENDITURES

Recipient acknowledges that Opioid Settlement Funds appropriated pursuant to this Agreement shall be expended as reasonably necessary to meet the performance standards and other requirements set forth in this Agreement, and consistent with the approved program budget described within Attachment "B" to this Agreement, the "Specific Award Conditions."

VI. ADMINISTRATIVE REQUIREMENTS

A. Financial Management

1. The Recipient agrees to adhere to accounting principles and procedures as necessary and reasonable, utilize adequate internal controls, and maintain necessary source documentation for all costs incurred, in meeting obligations described in Attachment "B," Specific Award Conditions.
2. Recipient agrees to undertake financial management measures necessary to separately account for expenditures of the Opioid Settlement Funds appropriated pursuant to this Agreement.

B. Documentation and Record Keeping

1. Records to be Maintained

The Recipient shall maintain all records that are pertinent to the activities to be funded under this Agreement. Such records shall include but not be limited to:

- a. Records demonstrating compliance with the terms of this Agreement, including the performance standards and other requirements set forth in the Agreement;
- b. Financial records demonstrating the purpose and amount of expenditures of the Opioid Settlement Funds appropriated pursuant to this Agreement;

2. Retention Period

The Recipient shall retain all financial records, supporting documents, and all other records pertinent to this Agreement for a period of three (3) years following the date on which the Commission issues its written closeout letter for the Project. The retention period shall begin on the date of the Commission's closeout letter, and all such records shall remain available for inspection, review, or audit by the Commission or any other authorized entity until the retention period has expired.

3. Closeout

The Recipient's obligations to the Commission shall not end until all closeout requirements under this Agreement have been fully completed. Activities during the closeout period shall include, but are not limited to, making final payments, disposing of program assets that are no longer being used for the purposes described in this Agreement, and determining the custodianship of records.

Notwithstanding the foregoing, the terms of this Agreement shall remain in effect during any period that the Recipient has control over Opioid Settlement Funds.

4. Audits and Inspections

All Recipient records relating to any matters covered by this Agreement shall be made available to the Commission and to any other authorized governmental entity, including state or federal agencies or their representatives, during normal business hours, as often as may be necessary, for the purpose of auditing, examining, or making excerpts or transcripts of such records. Any deficiencies identified in an audit report must be fully corrected by the Recipient within thirty (30) days after the Recipient's receipt of the report. Failure to comply with these audit requirements shall constitute a violation of this Agreement and may result in the withholding of future payments.

VII. PERSONNEL AND PARTICIPANT CONDITIONS

A. Civil Rights

The Recipient cannot deny benefits or services, or otherwise discriminate on the basis of race, color, national origin (including limited English proficiency), disability, age, or sex (including sexual orientation and gender identity), in accordance with the following authorities: Title VI of the Civil Rights Act of 1964 (Title VI) Public Law 88-352, 42 U.S.C. §§ 2000d-1 *et seq.*, and implementing regulations, 31 C.F.R. Part 22; Section 504 of the Rehabilitation Act of 1973 (Section 504), Public Law 93-112, as amended by Public Law 93-516, 29 U.S.C. § 794; Title IX of the Education Amendments of 1972 (Title IX), 20 U.S.C. §§ 1681 *et seq.*, and implementing regulations, 31 C.F.R. Part 28; Age Discrimination Act of 1975, Public Law 94-135, 42 U.S.C. §§ 6101 *et seq.*, and implementing regulations at 31 C.F.R. Part 23.

B. Equal Opportunity

The Recipient will, in all solicitations or advertisements for employees placed by or on behalf of the Recipient, state that it is an Equal Opportunity employer.

C. Employment Restrictions: Prohibited Activity

The Recipient is prohibited from using funds provided herein or personnel employed in the administration of the program for the following: political activities; inherently religious activities; lobbying; political patronage; and nepotism activities.

D. Conduct

1. Assignability

The Recipient shall not assign or transfer any interest in this Agreement without the prior written consent of the Commission. Any consent to assignment shall not be considered consent to any subsequent assignment.

2. Subcontracts

The Recipient shall perform all services and activities required under this Agreement directly and shall not enter into any subcontract or other agreement with any agency, organization, or individual for the performance of any portion of the work funded under this Agreement. No subcontracting of any kind is permitted, and the Recipient shall not delegate or transfer any responsibilities, obligations, or duties arising under this Agreement to any third party. No part of the funds appropriated to the Recipient by the County pursuant to this Agreement shall be passed through to another entity, consultant, or individual that is not specifically identified or described in the scope of the work of this Agreement. Any attempt to subcontract or delegate performance without the Commission's express written authorization shall constitute a material breach of this Agreement.

3. Bribery and Fraud Prohibition

The Recipient shall promptly disclose in writing to the Commission any violations of federal or state criminal law involving fraud, bribery, or gratuity violations that may affect the performance of this Agreement or the use of Opioid Settlement Funds. The Recipient acknowledges that failure to make such disclosures may result in remedies available to the Commission under this Agreement or under applicable law, including suspension of payments, termination of the Agreement, or other enforcement actions. The Recipient shall comply with all applicable federal and state laws governing fraud, bribery, and related misconduct in connection with the activities funded under this Agreement.

4. Ethics Standards

The Recipient agrees that by execution of this Agreement that no part of the funds appropriated by the County pursuant to this Agreement nor any part of the services, products, or any item or thing of value whatsoever purchased or acquired with said funds shall be paid to, used by, or used in any way whatsoever for the personal benefit of any member or employee of any government whatsoever or family member of any of them, including federal, state, county, and municipal and any agency or subsidiary of any such government; and further acknowledges that neither the Recipient nor any of its officers, partners, owners, agents, representatives, employee, or parties in interest has in any way colluded, conspired, or connived with any member of the governing body or employee of the governing body, or any other public official or public employee, in any manner whatsoever, to secure or obtain this Agreement and further acknowledges that, except as expressly set out in the scope of work or services of this Agreement, no promise or commitment of any nature whatsoever of anything of value and no benefit whatsoever has been made or communicated to any such governing body member or employee or official as inducement or consideration for this Agreement.

5. Religious Activities

The Recipient agrees that funds provided under this Agreement will not be utilized for inherently religious activities.

VIII. SEVERABILITY

If any provision of this Agreement is held invalid, the remainder of the Agreement shall not be affected thereby, and all other parts of this Agreement shall nevertheless be in full force and effect.

IX. SECTION HEADINGS AND SUBHEADINGS

The section headings and subheadings contained in this Agreement are included for convenience only and shall not limit or otherwise affect the terms of this Agreement.

X. WAIVER

The Commission's failure to act with respect to a breach by the Recipient does not waive its right to act with respect to subsequent or similar breaches. The failure of the Commission to exercise or enforce any right or provision shall not constitute a waiver of such right or provision.

XI. ENTIRE AGREEMENT

This Agreement, Attachment "A," Scope of Work, and Attachment "B," Specific Award Conditions, constitute the entire agreement between the Commission and the Recipient for the use of funds received under this Agreement and it supersedes all prior or contemporaneous communications and proposals, whether electronic, oral, or written, between the Commission and the Recipient with respect to this Agreement.

IN WITNESS WHEREOF, the Commission and Recipient have indicated their acceptance of the terms of this Agreement by their signatures below on the dates indicated.

Baldwin County Commission

By: _____
James E. Ball
Chairman, Baldwin County Commission

Date: _____

Attest: _____
Roger H. Rendleman
County Administrator

Recipient

By: Niki Whitaker
Niki Whitaker
Executive Director, CARE House, Inc.

Date: 6-29-2026

Attachment A
SCOPE OF WORK

1. Program Purpose

CARE House, Inc. will provide mandated, trauma-informed services for children impacted by caregiver opioid and substance misuse as well as children who are at elevated risk of future opioid and substance misuse due to exposure to abuse or trauma, consistent with Alabama's opioid settlement spending guidelines authorizing funding for prevention, treatment, and mitigation of opioid-related harm to children and families.

2. Service Components

CARE House shall implement the following opioid-related interventions:

A. Forensic Interview Services

- Conduct forensic interviews for children affected by caregiver opioid misuse as well as children who are at elevated risk of future opioid and substance misuse due to exposure to abuse or trauma as part of the county's coordinated multidisciplinary response.
- Ensure interviews follow nationally accredited standards through the National Children's Alliance and Alabama Network of Child Advocacy Centers.

B. Trauma-Focused Therapy

- Provide trauma-focused therapeutic services delivered by master-level therapists trained in evidence-based trauma-focused modalities.
- Deliver counseling at no cost to families to ensure early identification and intervention, reducing long-term harm associated with opioid-related trauma and/or future risk of opioid misuse due to exposure to abuse or trauma.

C. Family Advocacy & Support

- Provide family advocacy for non-offending caregivers, including guidance, resource referrals, case coordination, and safety planning.
- Support stabilization efforts for families experiencing substance-affected crises.

D. Multidisciplinary Team (MDT) Coordination

- Coordinate MDT response among law enforcement, DHR, prosecutors, medical providers, and county partners to ensure effective child protection and case management.
- Strengthen interagency communication, evidence-based assessments, and efficiency of county systems responding to opioid-related child welfare cases and/or cases involving children at elevated risk of future opioid misuse due to exposure to abuse or trauma.

E. Recovery-Oriented Child & Family Services

- Deliver recovery-oriented, prevention-based programming to interrupt generational cycles of substance misuse.
- Provide services aimed at reducing future system involvement, consistent with research linking Adverse Childhood Experiences (ACEs) to later substance use disorders

Attachment B
SPECIFIC AWARD CONDITIONS

FUNDING RECIPIENT / PROGRAM:

DESCRIPTION:

Corresponding to national Opioid Settlement funding recipient conditions, utilizing Opioid Settlement Agreement funds appropriated by Baldwin County Commission, CARE House, Inc. will provide mandated, trauma-informed services including forensic interviews, trauma-focused therapy, family advocacy, and multidisciplinary team coordination for children impacted by caregiver opioid and substance misuse as well as children who are at elevated risk of future substance use due to exposure to abuse or trauma during the funding period, providing early-intervention services that reduce, prevent, and mitigate substance-related trauma and long-term adverse outcomes for children and families.

ROLES AND RESONSIBILITIES:

CARE House, Inc. will utilize the grant funding received from the Baldwin County Commission in support of forensic interviews; trauma-focused counseling; family advocacy; case management; and coordinated multidisciplinary team response for children affected by caregiver opioid use as well as children who are at elevated risk of future opioid and substance misuse due to exposure to abuse or trauma, including personnel costs, therapy services, family support, and recovery-oriented programming.

The scope of work for this agreement, including the delivery of trauma-informed child advocacy services, therapeutic interventions, and multidisciplinary coordination essential to identifying, protecting, and stabilizing children living in substance-affected households and children who are at elevated risk of future opioid and substance misuse due to exposure to abuse or trauma for benefit of the Baldwin County Commission, attached hereto as Attachment "A," shall be opioid-related interventions addressing objectives and outcomes corresponding to the County's Opioid Settlement Program.

Funds appropriated to the Recipient will be expended, tracked, monitored, reported, and audited through acceptable documentation in accordance with the approved program budget:

Expense Category	Annual Cost
Assigned Personnel Position(s)	
Executive Director	\$ 27,071.70
Clinical Director	\$ 12,600.00
Therapist	\$ 18,000.00
Therapist	\$ 9,900.00
Forensic Interviewer	\$ 16,500.00
MDT Coordinator	\$ 15,900.00
Family Advocate	\$ 13,200.00
Administrative Assistant	\$ 4,100.00
Prevention Coordinator	\$ 7,500.00
Total Personnel	\$124,771.70
Fringe Benefits	
(taxes, simple plan, Health Ins.)	\$20,275.20
Total Fringe Benefits	\$20,275.20
Local Travel	\$1,500.00

Local Travel	\$1,500.00
Programmatic Supplies	\$3,453.10
TOTAL:	\$150,000.00

REPORTING:

Coinciding with requests for reimbursement of eligible program expenses, Performance and Financial reporting to Baldwin County Commission is required. The Recipient will submit quarterly Financial reports, due on the tenth day of each quarter, following acceptance of funds. Both Performance and Financial reports are required in support of the reimbursement request at the Agreement's six-month interim period. In addition, Performance reports must be provided at ten-months into the Agreement in support of agreement renewal for additional annual funding, and during the Agreement closeout period. The County reserves the right to request additional detail and support for any report made.

Performance reports shall include, but not be limited to, acceptable documentation expressing the following:

- Description of activities completed during the period, noting number of persons served and intervention services provided;
- Difficulties encountered;
- Changes as warranted by any difficulties encountered, as applicable;
- Description of direct and indirect benefits to program stakeholders within the County, experienced during the period. This description should include several sentences addressing evidence-based outcomes addressing opioid-related interventions.

Financial reports shall include, but not be limited to, acceptable documentation expressing the following:

- Financial records including a Budget update tracking expenditures for the period, consistent with approved program budget;
- Personnel Action Forms completed for all reimbursements of staff time dedicated to the program;

RENEWAL:

Upon request, Baldwin County Commission will coordinate an Annual Renewal Review with the Recipient at a time no later than two months prior to the twelve-month period ending upon the date noted within the award agreement. Performance will be assessed through documentation provided with the 10-month Performance report to determine if additional program funding by the Commission is warranted. Renewal of its' annual Agreement with the Recipient is not guaranteed by the Commission and shall be based on the Commission's determination of acceptable program performance, reporting, and compliance by the Recipient, and the continued availability and receipt of settlement funds by the Commission.