

**MEMORANDUM OF AGREEMENT BETWEEN THE BOARD OF COUNTY
COMMISSIONERS OF OKLAHOMA COUNTY AND THE UNIVERSITY OF
OKLAHOMA HEALTH SCIENCES CENTER**

Based upon the following recitals, the Board of County Commissioners of Oklahoma County (hereinafter BOCC), and The Board of Regents of the University of Oklahoma Health Sciences Center (hereinafter Contractor), enter into this Agreement to become effective upon the last date of signature.

ARTICLE I: RECITALS

WHEREAS, the Board of County Commissioners is the body corporate and politic of Oklahoma County and is empowered to provide funding for drug abuse prevention programs within the county in accordance with Section 339 of Title 19.

WHEREAS, in 2020 the Legislature enacted the Political Subdivisions Opioid Abatement Grants Act, Section 30.3 *et seq.* of Title 74 to promote and protect the health of Oklahomans by using monetary grants administered by the Office of the Attorney General and awarded to political subdivisions to be used to abate the opioid crisis in a comprehensive manner.

WHEREAS, in accordance with the laws of the State of Oklahoma the parties now enter this Agreement to memorialize their respective roles and responsibilities with regard to the provision of services and expenditure of funds in accordance with the Political Subdivisions Opioid Abatement Grants Act and the contractual obligations imposed upon the Board of County Commissioners by the Attorney General with regard thereto.

1. DUTIES OF THE BOCC

Duties of the Board of County Commissioners are those set forth below and no other.

- a. Provide Contractor a copy of the Application and Opioid Abatement Grant Award Agreement between the Office of the Attorney General and the Board of County Commissioners governing the use of funds from the Political Subdivisions Opioid Abatement Grants Act, receipt of which is acknowledged by the signatures of the parties below.
- b. Upon receipt of monthly invoices from Contractor, remit payment to Contractor from funds received from the grant award pursuant to the Political Subdivisions Opioid Abatement Grants Act within thirty (30) days of receipt by Oklahoma County.

- c. Provide funding from the Political Subdivisions Opioid Abatement Grants Act payable to Contractor during Agreement that **shall not exceed \$299,813.63** for performance of the duties by Contractor as described more fully herein.

2. AVAILABILITY AND USE OF FUNDS

- a. Funds are distributed to Contractor, who shall be responsible for the payment of all expenses incurred by Contractor and any subrecipient/subcontractor/partner in performing under this Agreement. Funding is made to available to Contractor only as authorized by the Act and the terms of this Agreement. Unless otherwise provided in this Agreement, funds shall not be expended for expenses incurred prior to, or after, the term of this Agreement. Contractor shall only use funds awarded for Project approved purposes, which are those specified in the Contractor's application for grant funds (the "Application").
- b. Contractor understands and agrees that the funds disbursed under this award may only be used in compliance with Oklahoma Statutes, any Oklahoma Abatement Board (OAB) regulations, and guidance issued by the OAB regarding the Grant.
- c. Contractors must have and maintain institutional, managerial, and financial capability to verify proper planning, management, and completion of the Project(s). By signing this Agreement, Contractor affirms that it is capable to plan, manage, and complete the Project(s).
- d. Contractor must not use staff, equipment, or other goods or services paid for with grant funds for any work or activities not described in the Application without prior written approval from the BOCC.

3. ORDER OF PRIORITY

- a. Agreement documents shall be read to be consistent and complementary. Any conflict among the Agreement documents shall be resolved by giving priority to Agreement documents in the following order of precedence:
 - i. any Addendum.
 - ii. the terms contained in this Agreement document.
 - iii. Award Notice
 - iv. any applicable Request for Proposal.
 - v. any successful grant application that may be amended through negotiation and to the extent the application does not otherwise conflict with the Solicitation or applicable law.
 - vi. any statement of work, work order, or other similar ordering document as applicable; and
 - vii. other mutually agreed Agreement documents.
- b. If there is a conflict between the terms contained in this Agreement document or in Agreement-specific terms and an agreement provided by or on behalf of Contractor including but not limited to linked or supplemental documents which alter or diminish the rights of the OAB, the conflicting terms provided by Contractor shall not take priority over this Agreement. In no event will any linked document alter or override such referenced terms except as specifically agreed in an Addendum.
- c. Any Agreement document shall be legibly written in ink or typed. All Agreement transactions, and any Agreement document related thereto, may be conducted by electronic means pursuant to the Oklahoma Uniform Electronic Transactions Act.

4. CONTRACTOR PERFORMANCE

- a. Contractor agrees to perform those duties, obligations and representations contained in this Agreement and to be bound by the provisions of this Agreement, and all amendments thereto, which were submitted to the BOCC.
- b. In no event shall any subcontractor of the Contractor incur any obligation on the part of BOCC or beyond the terms of this Agreement.
- c. Contractor shall commence implementation of the project described this Agreement within sixty (60) days from the date of receipt of funds unless otherwise agreed to in writing by BOCC.
- d. Contractor agrees to cooperate with, and provide information to, any third-party evaluator for the purpose of tracking results of the Opioid Grant Award or assessing compliance with the Grant requirements, respecting the confidentiality of client

data and HIPAA considerations. De-identified data will be made available for evaluation.

- e. Contractor agrees to take appropriate measures to prevent any instance of abuse, neglect and violation of OAB and/or individual rights, including termination or other appropriate discipline against any employee or agent of Contractor found to have abused or neglected, mentally or physically, or otherwise violates the rights of any individual or permitted such violation.
- f. For services rendered with funds provided under this Agreement, Contractor shall not set income eligibility standards and shall not assess fees for assistance or services. Further, services shall be provided without regard to a person's ability to pay. No person otherwise eligible for services provided with funds provided under this Agreement shall be denied treatment or services for inability to pay, and said person must be notified, in a reasonable manner, of this provision. Contractor shall not charge a fee for emergency services provided to individuals eligible for services authorized with funds provided under this Agreement, or their dependent household members, nor will SNAP benefits be solicited from individuals in exchange for services.
- g. Contractor has full responsibility for the payment of Workers' Compensation insurance, unemployment insurance, social security, State and federal income tax, salaries, benefits, and any other obligations required by law for its employees.
- a. Contractor shall support the use of evidence-informed substance use prevention, treatment, and recovery services. This includes, but is not limited to, the use of medications for the treatment of opioid use disorder and the administration of naloxone for emergency treatment of opioid involved toxicity.
- b. Contractor shall take appropriate measures to prevent any instance of abuse, neglect, and/or the violation of any individual rights of recipients of services under this Agreement.
- c. Contractor agrees to provide services and expend funds awarded to Oklahoma County from the Political Subdivisions Opioid Abatement Grants Act in accordance with all applicable federal and state laws, rules, regulations, ordinances, and orders and in accordance with the contract for such funds between the Office of Attorney General and the Board of County Commissioners of Oklahoma County which is adopted and incorporated by reference as if fully set forth herein. This includes, but is not limited to, compliance with the Federal Civil Rights Act of 1964, the Americans with Disabilities Act, the Fair Housing Act, Title VII of the Civil Rights Act of 1968, the E-Verify Program under the Illegal Immigration Reform and Immigrant Responsibility Act of 1996, the Immigration Reform and Control Act of 1986, the Health Insurance Portability and Accountability Act of 1996, the Health Information Technology for Economic and Clinical Health Act, Payment Card

Industry Security Standards, the Criminal Justice Information System Security Policy and Security Addendum, and the Family Educational Rights and Privacy Act.

- d. Contractor shall verify that all staff comply, to the extent permitted by applicable law, with the terms and conditions for receipt of funds from the Political Subdivisions Opioid Abatement Grants Act as stated in the contract between the Board of County Commissioners and the Office of the Attorney General.

5. ASSIGNMENT AND PERMITTED SUBCONTRACTOR

- a. Contractor's obligations under the Agreement may not be assigned or transferred to any other person or entity without the prior written consent of the BOCC. Any delegation or assignment of responsibility for carrying out grant-funded activities to any entity must be pursuant to a written memorandum of understanding or contract by which the implementing organization agrees to comply with all applicable Grant terms, conditions and assurances. Any such delegation notwithstanding, the Contractor acknowledges that it has ultimate responsibility for compliance with all terms, conditions, and assurance of the Grant.
- b. If the Contractor is permitted to utilize a subcontractor in support of the Agreement, the Contractor shall remain solely responsible, to the extent permitted by law, for its obligations under the terms of the Agreement, for its actions and omissions and those of its agents, employees and subcontractors and for payments to such persons or entities. Prior to any subcontractors being utilized by the Contractor, the Contractor shall obtain written approval of the BOCC of such subcontractors and each employee position, as applicable to a particular Acquisition, of such subcontractors proposed for use by the Contractor. Such approval is within the sole discretion of the Subdivision. Any proposed subcontractors shall be identified by entity name if required by the acquisition, in the applicable proposal and shall include the nature of the services to be performed. As part of the approval request, the Contractor shall provide a copy of a written agreement executed by the Contractor and subcontractors setting forth that such subcontractors are bound by and agrees, as applicable, to perform the same covenants and be subject to the same conditions and make identical certifications to the same facts and criteria, as the Contractor under the terms of all applicable Agreement Documents. Contractor agrees that maintaining such agreement with any subcontractors and obtaining prior written approval by the BOCC of any subcontractors and associated employee positions shall be a continuing obligation. The BOCC further reserves the right to revoke approval of subcontractors or an employee thereof in instances of poor performance, misconduct or for other similar reasons. Further, if an assignment or transfer is approved, the Contractor shall be liable, to the extent permitted by applicable law, for any act or omission of the subcontractor, including any act or omission that constitutes a breach of this Agreement.

- c. If issuance of a subcontract is approved by BOCC, the Contractor shall flow down all terms of this Agreement into all subcontracts, as applicable.
- d. Contractor acknowledges that the Office of Attorney General must give written approval of all subcontractors to provide opioid abatement services and funded with monies from the Political Subdivisions Opioid Abatement Grants Act.

6. CERTIFICATIONS BY CONTRACTOR

Contractor expressly agrees to be solely responsible for verifying that the use of monies received under this Agreement complies with all federal, State and local statutes, regulations and other legal authority, including any applicable laws relating to nondiscrimination, equal opportunity, and labor standards.

7. NO-CONFLICT COVENANT

Contractor respects and agrees that no officers or employees of Contractor have any interest, direct or indirect, and that none shall acquire any such interest during their tenure that would conflict with the full and complete execution of this Agreement. Contractor further covenants that no employee of BOCC received anything of value in connection to this Agreement. Contractor further understands and agrees that it must maintain a conflict-of-interest policy consistent with Oklahoma laws and regulations and that such policy is applicable to each activity funded under the Grant. Contractor and any subrecipients must disclose in writing to the OAB any potential conflict of interest affecting the grant or award of funds. Further, if the Contractor has an obligation under the Agreement, any plan, preparation, or engagement in any such activity or interest shall not occur without prior written approval of the BOCC. Any conflict of interest shall, at the sole discretion of the BOCC, be grounds for partial or whole termination of the Agreement. In determining whether a conflict of interest exists, the BOCC will rely on Okla. Ethics R. 4.7.

8. NON-COLLUSION

- a. BOCC and Contractor certify that neither have been a party to any collusion among applicants to the Opioid Grant Award, collusion with any municipal official or employee in the awarding of this grant, or in any discussions with any applicants or municipal officials concerning the exchange of anything of value for special consideration in awarding this grant.
- b. Contractor has not paid, given or donated or agreed to pay, give, loan or donate to any officer or employee of the BOCC any money or other thing of value, directly or indirectly, in the procuring of this Agreement.
- c. No person who has been involved in any manner in the development of this Agreement while employed by the BOCC will be employed to fulfill any of the services provided for under this Agreement.

9. PUBLICATIONS AND OTHER MATERIALS

- a. Any material produced in whole or in part because of this Agreement may be subject to the Open Records Act of Oklahoma. OAG shall have authority to publish, disclose, distribute and otherwise use any reports, data or other materials prepared under this Agreement. Any personally identifiable information (PII) and data protected by HIPAA shall be de-identified by Contractor prior to publication and dissemination.
- b. Contractor shall be free to publish, present, or use any materials and results arising out of this Agreement.
- c. Any publication produced with funds from the Grant must display the following language: "This project [is being] [was] supported, in whole or in part, by funding made available by the Oklahoma Opioid Abatement Board."
- d. To the extent any communications campaign or education campaign or awareness events is conducted as part of the services provided under this Agreement, Contractor shall utilize positive messaging, healthy behaviors, skills, and actions while avoiding fear arousal, exaggerated norms, or information-only tactics. All messages shall be research-informed and sourced from credible organizations such as those included in the Healthy Minds guidance document.

10. PROCUREMENT

Contractor agrees and is responsible for verifying that procurement, management, and disposition of property acquired with grant funds shall be governed by any applicable federal and State laws, including any competitive bidding requirements and requirements for the accounting of public funds.

11. RECORDS, REPORTS, AND DOCUMENTATION

- a. Section 7 of the Act also requires that the Board maintain oversight over the expenditure of award proceeds. Therefore, all recipients of opioid grant proceeds are required to file quarterly reports with the Board by filing them with the Office of the Attorney General. Quarterly reports are due by the last day of the month immediately following the conclusion of a quarter, as provided in the table below. Quarters run by calendar year. Further, Contractor agrees to comply with any reporting obligations established by the Oklahoma Office of the Attorney General and Oklahoma Opioid Abatement Board as related to the Grant. Additional reporting obligations include, but are not limited to, representatives of the Contractor making regular and special reports regarding the activities of the Contractor, as related to the Grant, as the BOCC may deem needful and proper for the exercise of its duties and functions.

| Quarter | Report due |
|----------------|------------|
| First Quarter | September |
| Second Quarter | December |
| Third Quarter | March |
| Fourth Quarter | Early June |

- b. The reporting period shall commence on the date of the receipt of funds. The report shall be consistent with the Board's rules. The reports shall include, but not be limited to, the following information:
- i. A detailed itemization of the funds spent during the three (3) month reporting period (including the attachment of supporting financial documents to the report);
 - ii. An explanation of what was funded under subsection "i," above;
 - iii. The remaining balance of the funds provided under this Agreement;
 - iv. An explanation of measurement and evaluation tools used to track progress and results;
 - v. An explanation of any observed change in opioid rates or trends because of this project;
 - vi. Programmatic performance measures; and
 - vii. A brief narrative of the results, successes, and other observations from this reporting period.

The method for reporting to the OAB is subject to change during a grant cycle and may include the usage of an online software platform.

- c. As used in this Agreement and pursuant to 67 O.S. §203, "record" includes a document, book, paper, photograph, microfilm, computer tape, disk, record, sound recording, film recording, video record, accounting procedures and practices, and other data, regardless of type and regardless of whether such items are in written form, in the form of computer data, or in any other form.
- d. The Contractor shall maintain all books, records, accounts and other documents, including property, personnel, and financial records relative to this grant for seven (7) years after final payment. Contractor shall make these records available to BOCC upon request. All records must properly account for all project funds and activities associated with the grant.
- e. Contractor shall keep and maintain appropriate books and records reflecting the services performed and costs and expenses incurred in connection with its performance of this Agreement for a period of seven (7) years from the ending date of this Agreement.
- f. Receipt acknowledges and agrees that it will comply with BOCC, the State Auditor and Inspector, and their representatives relating to an audit of an Opioid Grant

Award. Upon notice, which may be short, the BOCC, the State Auditor's Office or their representatives, shall be entitled to access any books, records, and other documents and items pertaining to the project funds for purpose of audit and examination, at Contractor's premises during normal business hours and Contractor agrees that it will cooperate with any such review, access or monitoring. In the event any audit, litigation, or other action involving records is started before the end of the seven (7) year period, the Contractor agrees to retain these records for two (2) years from the date that all issues arising out of the action are resolved or until the end of the seven (7) year period, whichever is later.

- g. Contractor shall provide any status updates during the term of this Agreement to BOCC upon request.
- h. The Contractor hereby agrees to comply with all reporting and auditing requirements related to this grant, including funds and activities associated therewith, and including requirements that stem from the source of the funds, regardless of whether derived from litigation.
- i. The Contractor agrees to forward a copy to the OAB of the Contractor's audited financial statements for the fiscal year that covers the grant award. Such information shall be forwarded to the OAB within thirty (30) calendar days of Contractor's receipt of the information.

12. BACKGROUND CHECKS AND CRIMINAL HISTORY INVESTIGATIONS

- a. Prior to the commencement of any services, Contractor shall obtain national criminal background checks of the Contractor's employees and subcontractors who will be providing services. Contractor conducts a criminal background check as part of the pre-employment process. In no instance shall a potential employee or subcontractor have access to facilities, data and information prior to completion of background verification acceptable to the Contractor. The results of any such background check shall be provided by Contractor's employee or subcontractor to the BOCC upon request.

13. COMPLIANCE WITH APPLICABLE LAWS AND REGULATIONS

- a. In addition to the laws, regulations and requirements set forth herein, Contractor agrees to comply with the requirements of Oklahoma Statutes, any applicable OAB regulations, and guidance issued by the OAB regarding the Grant. Contractor also agrees to comply with all other applicable federal or state laws, regulations, executive orders, including but not limited to those relating to non-disclosure of confidential information, the provisions of this Agreement and any Addendum attached hereto, and Contractor shall provide for compliance by other parties in any agreements it enters with other parties relating to this award. In addition to any requirements imposed in this Agreement, including those in Section 10, to the extent Contractor has subcontracted, assigned or otherwise transferred any of its

rights or obligations under this Agreement, Contractor shall require the party to assuming the rights or obligations to comply with all applicable statutes, regulations, guidance, and ordinances.

b. Debarment Status

By executing this Agreement, Contractor certifies that they will not subcontract with organizations currently debarred by the State of Oklahoma or the U.S. Government from submitting proposals on Agreements for the type of goods and/or services covered by this award, nor are they an agent of any person or entity that is currently so debarred.

- c. Contractor shall comply with the applicable requirements of the Health Insurance Portability and Accountability Act of 1996; Health Information Technology for Economic and Clinical Health Act; Payment Card Industry Security Standards; Criminal Justice Information System Security Policy and Security Addendum; and Family Educational Rights and Privacy Act.
- d. Contractor agrees to abide by all laws related to the use of any tobacco product, electronic cigarette or vaping device on all properties owned, leased, or agreed for use by the State of Oklahoma or BOCC, including but not limited to all buildings, land and vehicles owned, leased, or agreed for use by agencies or instrumentalities of the State and BOCC.
- e. Litigation and claims.

Contractor represents that, to the best of its knowledge, any litigation or claim or any threat thereof involving OUHSC been disclosed in writing to the Contractor and OUHSC is not aware of any other litigation, claim, or threat thereof.

14. REMEDIAL ACTIONS

In the event of Contractor's knowing noncompliance with this Agreement, the Grant, use of funds, applicable laws and regulations, or any term or condition, Contractor consents and agrees OAB may impose additional conditions on the receipt of future award of funds, if any, or take other available remedies, including that previous payment(s) may be recouped.

15. MODIFICATION OR AMENDMENT

- a. This Agreement is subject to such modification as may be required by law or regulation. Any such modification may be done unilaterally by the BOCC or jointly by the Parties but shall be signed by each Party before becoming effective. Any

change to the Agreement, including the addition of work or materials, the revision of payment terms, or the substitution of work or materials made unilaterally by the Contractor, is a material breach of the Agreement. Unless otherwise specified by applicable law or rules, such changes, including without limitation, any unauthorized written Agreement modification, shall be void and without effect and the Contractor shall not be entitled to any claim under the Agreement based on those changes. No oral statement of any person shall modify or otherwise affect the terms, conditions, or specifications stated in the Agreement.

- b. Revisions to the Agreement must be approved in writing in advance by the Parties.
- c. A waiver by the Parties to any provision in this Agreement must be signed and in writing by the Parties.

16. CLOSING OUT OF AGREEMENT

- a. At the conclusion of the Period of Performance or termination, as applicable, Contractor shall promptly return to BOCC any funds received under this Agreement that are not expended for the agreed purposes under this Agreement. At the conclusion of the Period of Performance or termination, as applicable, Contractor shall submit any closeout documents showing proof of completion of the terms of this Agreement to BOCC.
- b. Contractor agrees to provide any additional information required by BOCC after the expiration or termination of this Agreement, as applicable, for the purpose of showing completion and results of the project.

17. RELATIONSHIP OF THE PARTIES

In the performance of all services rendered under this Agreement, the Contractor shall act solely as an independent contractor and nothing herein shall at any time be construed to create the relationship of employer and employee, partnership, principal and agent, or joint venture between the Parties.

18. INTERPRETATION, REMEDIES, VENUE, CHOICE OF LAW

- a. The Parties agree that their authorized representatives will timely meet and negotiate in good faith to resolve any problems or disputes that may arise in the performance of the terms and provisions of this Agreement.
- b. This Agreement shall be construed and interpreted pursuant to Oklahoma law.
- c. Venue for any disagreement or cause of action arising under this Agreement shall be Oklahoma County, Oklahoma.

19. TERMINATION OR SUSPENSION

- a. This Agreement may be terminated or suspended in whole or in part at any time by written agreement of the parties. Provided, however, any termination of the Agreement does not dissolve any waiver of liability signed by Contractor to receive the Grant funds.
- b. The State may terminate the Agreement, in whole or in part, for convenience if it is determined that termination is in the State's best interest. In the event of a termination for convenience, Contractor will be provided at least thirty (30) days' written notice. Any partial termination of the Agreement shall not be construed as a waiver of, and shall not affect, the rights and obligations of any party regarding portions of the Agreement that remain in effect. Upon receipt of notice of such termination, Contractor shall immediately comply with the notice terms and take all necessary steps to minimize the incurrence of costs allocable to the work affected by the notice.
- c. This Agreement may be terminated or suspended by State in whole or in part, for cause, after notice and an opportunity for Contractor to present reasons why such action should not be taken. Grounds for cause include, but are not limited to:
 - i. Contractor fails to commence implementation of the terms of this Agreement within 60 days or as otherwise agreed in writing.
 - ii. Contractor fails to comply with the terms of this Agreement or with any applicable laws or regulations or is unduly dilatory in executing its commitments under this Agreement.
 - iii. Purposes for the funds have not been or will not be fulfilled or would be illegal to carry out.
 - iv. The Contractor has submitted incorrect or incomplete documentation pertaining to this Agreement.
- d. In the event of termination or suspension, Contractor shall be entitled to payment for otherwise valid and allowable obligations incurred in good faith prior to notice of termination or suspension. Provided, termination of the Agreement shall not relieve the Contractor of liability, to the extent permitted by applicable law, for claims arising under the Agreement.

20. CONTINGENT AGREEMENT:

Contractor further acknowledges that this Agreement with the BOCC is contingent upon approval of Contractor by the Office of the Attorney General. Contractor further acknowledges that this is a continuing obligation and if for any reason Contractor is not

approved or approval is revoked by the Office of the Attorney General, the obligations of the BOCC under this Agreement will immediately terminate without further notice.

21. NO GUARANTEE OF FUNDING:

- a) The parties recognize the funding from the Political Subdivisions Opioid Abatement Grants Act for the programs outlined in the application is subject to Legislative prerogative and may be suspended, reduced, or terminated by the Office of the Attorney General. In the event the Legislature or Attorney General elects to alter grant funding received, BOCC will not provide funds to offset the loss of state funding. In the event funding is reduced, suspended, or terminated, the BOCC may immediately terminate this Agreement without further notice to Contractor. Any termination under these circumstances shall not be considered a default by the BOCC or a breach of this Agreement.
- b) The parties further recognize the award of funds is for a one-year term. In addition, the parties recognize that Oklahoma County may elect to enter into other Agreements with additional entities or providers to provide eligible services using funds obtained through the Political Subdivisions Opioid Abatement Grants Act.

22. NO SUPPLANTING:

Contractor acknowledges that funds from the Political Subdivisions Opioid Abatement Grants Act are intended to be used to expand existing services or provide new services in the areas of opioid abatement. Contractor agrees that funds provided pursuant to this Agreement will not supplant existing funding sources or otherwise be used to fund programs or services which are already provided by Contractor. Contractor further acknowledges that staff, equipment, or other goods and services paid for with funds provided pursuant to this Agreement may not be used for any work or activities not described by this Agreement without prior written authorization from the BOCC and Office of the Attorney General.

23. LIABILITY:

The parties will be solely responsible for the acts or omissions of their own employees or agents in performing this Agreement. Nothing in this Agreement is intended to or should be construed to waive the immunities, protections, and limitations described in the Oklahoma Governmental Tort Claims Act, Title 51, Sections 151 *et seq.*, provided to the BOCC, and the officers and employees of Oklahoma County. Each party further reserves all rights and defenses available at law or in equity, the terms herein shall not in any way constitute a waiver of such rights or defenses.

Upon notice that a third party may bring a claim arising out of the services provided in this Agreement, the parties agree to provide prompt written notice of such claim to the other.

With respect to any claim or cause of action arising under or related to this Agreement, the BOCC shall not be liable to Contractor for any claim of lost profits, lost sales or business, or commitments in connection with any business, loss of any goodwill, or for any other indirect, incidental, punitive, special or consequential damages.

24. ENTIRE AGREEMENT:

It is mutually understood and agreed by the parties that this Agreement contains all the covenants, stipulations, and provisions contemplated by the parties, and no employee, agent or other person has authority to alter or change the terms hereof and no party is or will be bound by any statement of representation not in conformity with this Agreement.

25. COUNTERPART ORIGINALS:

This Agreement may be executed in counterparts, each of which will be deemed an original document, but all of which will constitute a single document.

26. WAIVER:

Failure of either Party to enforce any provision of, or exercise a right under, this Agreement shall not be construed as a waiver of any such provision. Such failure to enforce or exercise shall not affect the validity of this Agreement or any part thereof, or the right of the Party to enforce any provision of, or exercise any right under, the Agreement at any time in accordance with its terms. Likewise, a waiver of a breach of any provision of this Agreement shall not affect or waive any subsequent breach of the same provision or a breach of any other provision of this Agreement.

27. SEVERABILITY:

If any provision of this Agreement is held invalid by any court of competent jurisdiction, such invalidity does not affect any other provision of this Agreement that can be given effect.

28. TERM

The term of this agreement is from July 1, 2025, through June 30, 2026.

29. NOTICES:

All notices, designations, consents, offers, acceptances, or any other communication, other than service of process, provided for herein will be given in writing and delivered by First Class U.S. Mail, by receipted hand delivery, or other similar and reliable carrier and addressed to each party as stated below. Notice will be deemed to be provided at the time it is actually received or within five days after deposited in First Class U.S. Mail.

Board of County Commissioners of Oklahoma County c/o
Office of the County Clerk
320 Robert S. Kerr, 2nd Floor
Oklahoma City, OK 73102

The University of Oklahoma Health
Sciences Center
c/o Jane C. Yaciuk, Ph.D., CRA
865 Research Parkway, URP865-450
Oklahoma City, OK 73104-450

Legal Notices shall be sent to:

To the University:
The Executive Secretary of the Board of Regents
of the University of Oklahoma
660 Parrington Oval, Room 119
Norman, Oklahoma 73019

With a copy to:
The Office of Legal Counsel
660 Parrington Oval, Room 213
Norman, Oklahoma 73019

APPROVED this ____ day of _____, 2025.

BOARD OF COUNTY COMMISSIONERS

CONTRACTOR

County Commissioner, District 1

The University of Oklahoma Health Sciences Center


County Commissioner, District 2

County Commissioner, District 3

ATTEST:

County Clerk

DISTRICT ATTORNEY

Approved as to form and legality by  on June 27, 2025.

County Request No. 478

REQUEST FOR LEGAL SERVICES

This form is used to provide legal opinions and contract approval by the District Attorney's Office. Only that advice that is related to a pending or potential claim against the County or its officers and employees is protected by the attorney-client privilege. Opinions that are privileged should not be disclosed to anyone or the privilege may be waived.

All legal opinions and approvals rendered are based only on the documentation and information stated below or attached to this form and, thus, it is important that all relevant facts and information be provided at the time of review. Please advise the District Attorney's Office of new or additional information, as it may cause the opinion to change. In all cases, the opinions of the District Attorney's Office are not binding on the County, its officers or employees and may be followed or disregarded in the discretion of the elected official.

Date of Request: 6/26/2025 Department: County Manager

State the nature of the legal request: Request for legal services - Review as to legality and form - 2024 OAG Opioid Abatement Grant MOU.

RECEIVED

JUN 27 2025

**CIVIL DIVISION
DISTRICT ATTORNEY**

Jessica Clayton
Signature

Reply of District Attorney's Office: _____

Reviewed

Date of Reply: 6/27/25

[Signature]
Assistant District Attorney