Opioid Services Agreement

THIS AGREEMENT is entered into this _____ Day of December, 2025 by and between the BURKE COUNTY, NORTH CAROLINA, a body politic and corporate located at 200 Avery Avenue, Morganton, NC 28655 (the "County") and High Country Community Health, located at 643 Greenway Road, Boone, NC 28607.

WHEREAS, the County is seeking to expand services in the area of substance use and harm reduction.

NOW, THEREFORE, in consideration of the foregoing and of the mutual promises in the Agreement and this Agreement and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as set forth below.

1. Purpose

The purpose of this Contract is to establish the terms under which High Country Community Health will provide Assistant Medical Director services to support Burke County's Post-Overdose Response Team (PORT), funded under Option A, Strategy 8 of the North Carolina Opioid Settlement Memorandum of Agreement ("NC MOA").

HCCH shall designate Dr. Thomas Meek, D.O. as the individual who will perform all Assistant Medical Director duties described herein on behalf of HCCH.

2. Term

The term of this Agreement shall begin December 15, 2025, and shall end June 30, 2026, unless earlier terminated in accordance with this Agreement.

3. Compensation

A. **Annual Retainer Rate**
   The annual rate for Assistant Medical Director services is fifteen thousand dollars ($15,000).

B. **Prorated Retainer for Initial Term**
   For the period of December 15, 2025 – June 30, 2026, the County shall pay a prorated earned retainer in the amount of eight thousand one hundred twenty-five dollars ($8,125).

C. Payment Schedule
   The prorated retainer shall be paid in two equal quarterly installments of four thousand sixty-two dollars and fifty cents ($4,062.50), issued upon submission of an invoice by HCCH.

D. **Use of Funds**
   This stipend is intended exclusively to support the Assistant Medical Director role for PORT and shall not be used for any other purpose.

4. Scope of Work

HCCH, through its designee Dr. Thomas Meek, shall provide clinical oversight services specific to the Burke Emergency Addiction Response (PORT) Team. Responsibilities include:

- Providing medical oversight, consultation, and clinical guidance for PORT operations, including post-overdose outreach and linkage-to-care processes.
- Participating in protocol development, clinical quality assurance, and review of complex or high-risk cases.
- Advising on training for paramedics, peer responders, and other field-based personnel regarding overdose response, harm reduction, and evidence-based care.
- Serving as a clinical liaison between Burke County EMS, the Burke County Opioid Response Department, and community medical partners.
- Providing availability for clinical consultation as needed to support PORT operations (anticipated average 2–4 hours per week, with flexibility based on operational needs).
- Attending periodic review meetings at the request of the County for program evaluation and system improvement.

HCCH is responsible for ensuring that Dr. Meek maintains appropriate professional licensure and meets all qualifications for the services provided.

5. Reporting Requirements

HCCH shall submit a brief quarterly update verifying:

1. Fulfillment of required duties under this Contract;
2. Any issues relevant to clinical oversight or program quality.

6. Amendments

Any modifications to this agreement must be made in writing and signed by both parties

7. Miscellaneous Provisions.

A. **Failure to maintain accurate records** or to submit reports in a timely manner may result in penalties, including withholding of payment or termination of the contract, at the discretion of the County. Notwithstanding anything else to the contrary, if the County makes a written request for information that the Provider has in its possession and is lawfully permitted to share with the County, and the Provider fails to provide such information within ten (10) days of the County's written request therefore, the County may immediately terminate this contract.

B. **Third Party Evaluation.** The Provider agrees to fully cooperate with and participate in any third-party evaluations of the program as requested by the County or any designated oversight bodies. This participation shall include, but is not limited to, providing access to relevant program data, facilitating interviews or site visits, and supporting the implementation of any reasonable recommendations made as a result of such evaluations.

C. **Compliance with Confidentiality Laws.** Both parties agree to abide by all laws and regulations governing the confidentiality of patient information, specifically including the Health Insurance Portability and Accountability Act of 1996 and its implementing regulations. Both parties further agree to vigorously safeguard confidential and privileged information received by either Party pursuant to the Contract.

D. **Independent Contractor Status.** The provider is an independent contractor, and neither it nor its employees, agents, or personnel are, or shall be deemed, the County's employees. In its capacity as an independent contractor, Provider agrees and represents, and the County agrees and represents, as follows:

- Provider has the right to perform services for others during the term of this Contract.
- Provider has the sole right to control and direct the means, manner and method by which the services required by this Contract will be performed, so long as Provider complies with all applicable laws, professional standards, and Contract terms.
- Provider has the right to hire assistants and subcontractors or to use employees to provide the services required by this Contract.
- Neither Provider nor Provider's employees shall be required to wear any uniforms or conform with any dress code.
- Neither Provider nor Provider's employees or contract personnel shall receive any training from the County in the professional skills necessary to perform the services required by this Contract.
- Neither Provider nor Provider's employees or contract personnel shall be required by the County to devote their full-time capacity to the performance of the services required by this Contract.
- The County will not (i) Withhold FICA (Social Security and Medicare taxes) from Provider's payments or may FICA payments on Provider's behalf; (ii) Make state or federal unemployment contributions on Provider's behalf; or (iii) Withhold state or federal income tax from Provider's payment.
- Provider shall pay all taxes incurred while performing services under this Contract--including all applicable income taxes and, if Provider is not a corporation, any applicable self-employment (Social Security) taxes. Upon demand, Provider shall provide the County with proof that such payments have been made.
- Provider understands that neither Provider nor Provider's employees or contract personnel are eligible to participate in any employee pension, health, vacation pay, sick pay, or other fringe benefit of the County.

E. **Termination.** Either Party may terminate this Contract for convenience on thirty (30) days written notice to the other Party.

F. **Applicable Law, Forum, and Mediation.** The Parties agree that the laws of the State of North Carolina shall govern the validity, construction, interpretation, and effect of

this Contract. Any claim for breach or enforcement of this Contract shall be filed and tried in the appropriate court located in the jurisdiction of Burke County, N01ih Carolina. Should a matter be filed in another jurisdiction, the Parties consent to a transfer of venue to Burke County. The Parties agree in good faith prior to the filing of any court action to first submit any disputes to that formal process known as medication, being that process which is described by North Carolina Rules in its Alternative Dispute Resolution Program through the North Carolina Dispute Resolution Commission. The Parties further agree that they will attempt to agree on a North Carolina Certified Superior Court Mediator with the understanding that the list is maintained by the North Carolina Dispute Resolution Commission, unless all parties agree to another qualified individual to serve as mediator. The Parties agree to share the costs of mediation equally and to mediate in good faith.

G. **Complete Agreement.** This Contract and all attachments constitute the complete agreement and understanding between the Parties as to the Contract's subject matter. All prior and coexisting agreements and understandings, whether oral or written, are to be without effect in the construction of any provision or term of this Contract.

H. **Compliance with Laws.** The Parties agree that they will comply with any and all applicable laws in the performance of this Contract, and that if any provision shall conflict with any applicable law, the applicable law shall control.

I. **Notices.** Unless otherwise indicated herein, notice may be given to the Provider by U.S. Mail at its address then on file with the North Carolina Secretary of State.

J. **Public Records.** The County is required to comply with certain applicable statutes of the State of North Carolina regarding open meetings and public records. Notwithstanding anything to the contrary within this Contract, the County shall not be liable to any party for disclosing the Contract, or any documents or communications made or received in relation thereto, to any third party or the public at large, if such disclosure is made by the County in a good faith effort, within its sole discretion, to comply with any public records request.

K. **E-Verify Certification.** At all times during the performance of this Contract, all parties shall fully comply with Article 2 of Chapter 64 of the General Statutes and shall ensure compliance by any subcontractors utilized.

L. **Severability.** The provisions of this Contract are intended to be severable. Any and all provisions of this Contract that are prohibited, unenforceable, or otherwise not authorized in any jurisdiction shall, as to such portion and/or jurisdiction only, be deemed ineffective as to the extent of such prohibition, unenforceability, or non-authorization, without invalidating the remaining provision(s) hereof in

such jurisdiction, or affecting the continuing validity, enforceability, or legality hereof in any other jurisdiction.

M. **Construction & Headings.** No rule of construction shall apply against any Party as the drafter of this Contract, which is the result of an arms-length negotiation between the Parties. The titles/captions/headings of any and all portions of the Contract are intended for reference purposes only and shall not be deemed to affect the meaning or interpretation of the Contract terms and conditions.

N. **Counterparts.** The Contract may be executed in multiple counterparts, in which event each executed copy shall be deemed an original document as between the Parties. An electronic signature and/or copy of the Contract shall have the same force and effect as the original.

O. **ADA and Civil Rights.** The Provider shall with any and all applicable provisions of federal civil rights laws, including the applicable provisions of the Americans with Disabilities Act, in the performance of this Contract.

P. **Governmental and Sovereign Immunity.** Nothing in this Agreement shall waive the right of the County to raise the defense of governmental or sovereign immunity to the extent such immunity may exist as a matter of law.

Q. **Waiver of Consequential and Punitive Damages.** Under no circumstances whatsoever shall any Party be entitled to recover, and all Parties hereby waive their right to seek, any direct, punitive, special, or consequential damages of any kind whatsoever, incurred in connection with any breach of the Contract. Notwithstanding the foregoing, the reasonable costs incurred in connection with successfully enforcing the Contract against another Party, including court costs, fees, and reasonable attorney's fees associated therewith, shall be recoverable by a prevailing party.

R. **County Savings Provision.** The County shall not be held in default of the Contract or otherwise deemed in breach thereof, unless it has first failed to cure any condition causing such default within fifteen (15) days written notice thereof by the Party alleging such default. If the County cures any default within that period, no breach of the Contract shall be deemed to have occurred.

[SIGNATURE PAGE TO FOLLOW]

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be signed by their duly authorized representatives the day and year first written above. If not day and year is first written above, then the effective date of this Agreement shall be the date on which it is last signed by a Party named below:

FOR THE COUNTY:

Brian Epley Date

County Manager
Burke County

FOR THE PROVIDER:

Alice Salthouse Date

Chief Executive Officer
High Country Community Health

This instrument has been pre-audited in the manner required by, and complies with, Article 3 of Chapter 159 of the North Carolina General Statutes, also cited as "The Local Government Budget and Fiscal Control Act."

Margaret Pierce Date
Deputy County Manager/Finance Director
Burke County