

GRANT AGREEMENT

BY AND BETWEEN

THE TOWN OF TEMPLETON

AND

GAAMHA

THIS AGREEMENT, made as of this 23rd day of August 2023, is by and between the **Town of Templeton**, a municipal corporation having a principal location at 160 Patriots Road, East Templeton, Massachusetts (hereinafter "the Town"), and the **GAAMHA**, a non-profit organization having a principal location at 208 Coleman Street, Gardner, MA 01440 (hereinafter "the Contractor") (collectively, together "the Parties").

WHEREAS, the Town is an eligible Massachusetts municipality having elected to participate in the statewide opioid settlements with the distributors and Johnson & Johnson as more particularly described in the "Massachusetts State-Subdivision Agreement for Statewide Opioid Settlements" (hereinafter the "State-Subdivision Agreement"), attached hereto as **Exhibit A**;

WHEREAS, the State-Subdivision Agreement includes various requirements for the allocation of said abatement funds to municipalities, including but not limited to: strategies addressing opioid use disorder treatment, supporting people in treatment and recovery, connections to care, harm reduction, preventing misuse of opioids, and implementing prevention education; and

WHEREAS, in lieu of the procurement process under M.G.L. c. 30B, the Town is entering into this grant agreement with the Contractor, the express purpose of which is to carry out the public purposes outlined above, as more particularly described in this Agreement.

NOW, THEREFORE, the Parties, in mutual consideration of the terms and conditions contained herein, agree as follows:

1. ENGAGEMENT OF CONTRACTOR: The Town hereby engages the Contractor to perform the services set forth herein and the Contractor hereby accepts the engagement.

1.1 CONTRACT DOCUMENTS: The Contract Documents shall consist of this Agreement between the Town and the Contractor, as well as any and all documents, attachments, forms, and exhibits specified therein which are incorporated herein by reference.

1.2 SUBCONTRACTS: No subcontracts or any assignment of any kind may be awarded by the Contractor the purpose of which is to fulfill in whole or in part the services required of the Contractor without prior written approval of the Town. If the Contractor assigns this Contract in whole or in part without prior Town approval, said assignment shall be a material breach of the Contract.

2. SCOPE OF SERVICES: The Contractor shall perform all contracted and negotiated services as more particularly described in **Exhibit B**, which is incorporated herein by reference. All work shall be performed in compliance with all applicable laws, codes, regulations, and ordinances.

3. RESPONSIBILITY OF THE TOWN: The Town shall assist the Contractor insofar as practicable for the purposes of efficiency.

3.1. The Town shall designate a project representative authorized to act on its behalf with respect to the project except said Project Representative shall have no authority to bind the Town to expend money in excess of the appropriation or the grant.

4. TIME OF PERFORMANCE: This Agreement shall commence on the date above first written and shall terminate on August 1, 2026, unless otherwise extended or amended in writing by the parties hereto.

5. COMPENSATION: The Town, having been awarded via the State-Subdivision Agreement, the following amounts: \$7,416, \$1,287, and \$1,611 in fiscal years 2023, 2024, and 2025, respectively, shall pay the Contractor an amount not to exceed **\$10,314** based on invoices submitted in the approved form and according to the "Method of Schedule of Compensation," affixed hereto as **Exhibit C** and incorporated herein by reference. All payments to the Contractor by the Town are contingent upon receipt of funds from the Commonwealth of Massachusetts, as well as appropriation from the Select Board through Town Meeting. The Town shall not make payments from funds other than those received under the State-Subdivision Agreement. Funds shall only be used for **Recovery Support Navigators (RSN)** position outlined in **Exhibit B Scope of Services**, Unless otherwise amended, remaining funds shall revert back to the Town at the conclusion of this contract's term. Any returned funds shall be distributed to the Town proportionate to the amount contributed relative to the total amount of surplus funds to be returned to participating municipalities.

6. GENERAL PROVISIONS:

6.1. RETENTION OF RECORDS: The Parties shall maintain, in accordance with the State-Subdivision Agreement, those books, records and other documents, as are required to be submitted to the Commonwealth's Executive Office of Health and Human Services ("EOHHS") as part of

the Town's annual reports of its Municipal Abatement Fund expenditures for the prior fiscal year. Said reports shall include but not be limited to: municipal abatement funds received; an itemized list of the funds expended for abatement and administrative costs, if applicable; the unexpended balance; and a brief description of the funded abatement strategies and efforts to direct resources to vulnerable and under-served communities. Such records shall also contain all information pertaining to grant awards, authorizations, obligations, unobligated balances, assets, liabilities, outlays and income. The Parties shall maintain such records for a period of at least five (5) years from the date of expiration of this Agreement, or if such records become the subject of audit findings, they shall be retained until such findings have been resolved, whichever is later.

6.2. ACCESS TO RECORDS: The Contractor shall make all books, accounts, records, reports, files and other papers, things or property, that relate to its activities under this Agreement available at all reasonable times for inspection, review, and audit by the Town, the Project Representative, their authorized representatives, authorized representatives of the Town's Board of Health, the Inspector General of the United States, or of the Commonwealth, the Auditor of the Commonwealth, and the U.S. General Accounting Office. The Commonwealth, by the Governor or his designee, the Secretary of Administration and Finance or his designee, and the State Auditor or his designee, at reasonable times and upon reasonable notice, shall have the right to examine the books, records, and other compilative data of the Contractor which pertain to the performance of the provisions and requirements of this Agreement.

6.3. TERMINATION: The Town may in its sole discretion terminate the contract upon fifteen (15) days written notice to the Contractor. In case of termination, all finished and unfinished documents shall become the property of the Town.

6.3.1. In the event of termination, the Contractor shall be compensated solely for services provided and accepted to the date of termination, according to the Contract Documents. The Contractor shall have no right to recover for indirect, consequential damages or lost profits.

6.4. AMENDMENTS: This Agreement may be amended provided such amendment is in writing and agreed to by the Parties hereto and such amended Agreement continues to provide for the express public purpose(s) outlined in the State-Subdivision Agreement.

6.5. NON-DISCRIMINATION: The Contractor shall adhere to the requirements set forth in Title VI of the Civil Rights Act of 1964 (Public Law 88-352), and the regulations issued pursuant thereto by HUD (24 CFR Part I); Title VIII of the Civil Rights Act of 1968 (Public Law 90-284), as amended; section 109 of the Housing and Community Development Act of 1974, and the HUD regulations issued pursuant thereto (24 CFR 570.601); Federal Executive Order 11063, as amended by Executive Order 12259 and the HUD regulations issued pursuant thereto (24 CFR 107); the Age Discrimination Act of 1975 (42 U.S.C. 6101 et seq.); Section 402 of the Veterans of

Vietnam Era Act (for projects of \$10,000 or more); Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. 794); Massachusetts General Laws Chapter 151B Section 1 et seq.; State Executive Order 74, as amended and revised by Executive Orders 116, 143, and 227; and any and all applicable local or state regulations, procedures or guidelines.

The Contractor shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, handicap, or national origin. The Contractor shall take affirmative action to assure that applicants for employment are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, age, handicap, or national origin. Such action shall include, but not limited to, the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoffs or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor shall post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this non-discrimination clause. The Contractor shall state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, age, handicap or national origin.

7. AVAILABILITY OF FUNDS: The compensation provided by this Agreement is subject to appropriation by the Select Board, as well as the continued availability of funds from the State-Subdivision Agreement and the Town's continued eligibility to receive such funds.

8. INDEMNIFICATION: The Contractor hereby indemnifies and shall at all times save and hold harmless the Town of Templeton, and its officers, attorneys, employees, and agents from and against any and all claims (including worker's compensation and wage claims) demands, suits, actions, liabilities, damages, penalties, judgments, and costs and expenses of litigation, of or by anyone that in any way is caused by, arises out of, or is occasioned by the performance, activities, operations, conducts, negligence, or omissions of the Contractor, or any of its subcontractors or the agents or employees of either, regardless of whether or not they are caused in part by a party indemnified hereunder.

9. LICENSES: The Contractor shall keep current any licenses, certifications, or permits required for any activity to be undertaken as part of the Scope of Services, as required by federal, state, or local laws or regulations.

10. CONFIDENTIALITY: The Contractor shall protect the privacy of, and respect the confidentiality of information provided by, program participants, consistent with applicable federal and state regulations including Massachusetts General Laws, Chapter 66, Section 10, regarding access to public records.

11. COPYRIGHT: No material prepared in whole or in part under this Agreement shall be subject to copyright in the United States of America or in any country except with the prior written approval of the Town.

12. CLOSE-OUT: The Contractor shall follow such policies and procedures with respect to close-out of any associated grant or funds as may be required by the Town.

13. 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 the Agreement shall nevertheless be in full force and effect.

14. CONSTRUCTION: This Agreement shall be construed under the laws of the Commonwealth of Massachusetts.

IN WITNESS THEREOF, the Town and the Contractor have executed this Agreement under seal as of the date first above written.

[signature page follows]

CONTRACTOR:
GAAMHA
MANAGER TO

By: 
Name: Shawn Hayden
Title: Vice President

CERTIFICATION AS TO THE
AVAILABILITY OF FUNDS IN THE
AMOUNT OF \$10,314 AND THE
AUTHORITY OF THE TOWN

SIGN ON BEHALF OF THE TOWN.

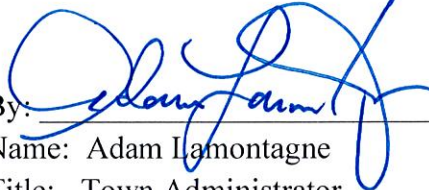
By: 
Name: Adam Lamontagne
Title: Town Administrator

Exhibit A

(MA State-Subdivision Agreement for Statewide Opioid Settlements)

Subdivision Settlement Participation Form - Distributor Settlement

Governmental Entity:	Town of Templeton	Massachusetts
Authorized Official:	Adam Lamontagne, Town Administrator	
Address 1:	P.O. Box 620, 160 Patriots Road	
Address 2:		
City, State, Zip:	East Templeton, MA 01438	
Phone:	978-894-2755	
Email:	alamontagne@templetonma.gov	

The governmental entity identified above ("*Governmental Entity*"), in order to obtain and in consideration for the benefits provided to the Governmental Entity pursuant to the Settlement Agreement dated July 21, 2021 ("*Distributor Settlement*"), and acting through the undersigned authorized official, hereby elects to participate in the Distributor Settlement, release all Released Claims against all Released Entities, and agrees as follows.

1. The Governmental Entity is aware of and has reviewed the Distributor Settlement, understands that all terms in this Participation Form have the meanings defined therein, and agrees that by signing this Participation Form, the Governmental Entity elects to participate in the Distributor Settlement and become a Participating Subdivision as provided therein.
2. The Governmental Entity shall, within 14 days of the Reference Date and prior to the filing of the Consent Judgment, secure the dismissal with prejudice of any Released Claims that it has filed.
3. The Governmental Entity agrees to the terms of the Distributor Settlement pertaining to Subdivisions as defined therein.
4. By agreeing to the terms of the Distributor Settlement and becoming a Releasor, the Governmental Entity is entitled to the benefits provided therein, including, if applicable, monetary payments beginning after the Effective Date.
5. The Governmental Entity agrees to use any monies it receives through the Distributor Settlement solely for the purposes provided therein.
6. The Governmental Entity submits to the jurisdiction of the court in the Governmental Entity's state where the Consent Judgment is filed for purposes limited to that court's role as provided in, and for resolving disputes to the extent provided in, the Distributor Settlement. The Governmental Entity likewise agrees to arbitrate before the National Arbitration Panel as provided in, and for resolving disputes to the extent otherwise provided in, the Distributor Settlement.

7. The Governmental Entity has the right to enforce the Distributor Settlement as provided therein.
8. The Governmental Entity, as a Participating Subdivision, hereby becomes a Releasor for all purposes in the Distributor Settlement, including, but not limited to, all provisions of Part XI, and along with all departments, agencies, divisions, boards, commissions, districts, instrumentalities of any kind and attorneys, and any person in their official capacity elected or appointed to serve any of the foregoing and any agency, person, or other entity claiming by or through any of the foregoing, and any other entity identified in the definition of Releasor, provides for a release to the fullest extent of its authority. As a Releasor, the Governmental Entity hereby absolutely, unconditionally, and irrevocably covenants not to bring, file, or claim, or to cause, assist or permit to be brought, filed, or claimed, or to otherwise seek to establish liability for any Released Claims against any Released Entity in any forum whatsoever. The releases provided for in the Distributor Settlement are intended by the Parties to be broad and shall be interpreted so as to give the Released Entities the broadest possible bar against any liability relating in any way to Released Claims and extend to the full extent of the power of the Governmental Entity to release claims. The Distributor Settlement shall be a complete bar to any Released Claim.
9. The Governmental Entity hereby takes on all rights and obligations of a Participating Subdivision as set forth in the Distributor Settlement.
10. In connection with the releases provided for in the Distributor Settlement, each Governmental Entity expressly waives, releases, and forever discharges any and all provisions, rights, and benefits conferred by any law of any state or territory of the United States or other jurisdiction, or principle of common law, which is similar, comparable, or equivalent to § 1542 of the California Civil Code, which reads:

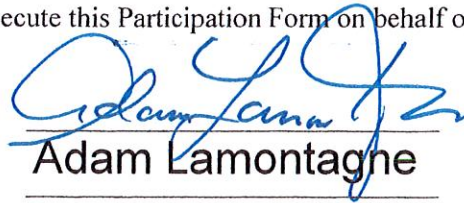
General Release; extent. A general release does not extend to claims that the creditor or releasing party does not know or suspect to exist in his or her favor at the time of executing the release, and that if known by him or her would have materially affected his or her settlement with the debtor or released party.

A Releasor may hereafter discover facts other than or different from those which it knows, believes, or assumes to be true with respect to the Released Claims, but each Governmental Entity hereby expressly waives and fully, finally, and forever settles, releases and discharges, upon the Effective Date, any and all Released Claims that may exist as of such date but which Releasors do not know or suspect to exist, whether through ignorance, oversight, error, negligence or through no fault whatsoever, and which, if known, would materially affect the Governmental Entities' decision to participate in the Distributor Settlement.

11. Nothing herein is intended to modify in any way the terms of the Distributor Settlement, to which Governmental Entity hereby agrees. To the extent this Participation Form is interpreted differently from the Distributor Settlement in any respect, the Distributor Settlement controls.

I have all necessary power and authorization to execute this Participation Form on behalf of the Governmental Entity.

Signature:



Name:

Adam Lamontagne

Title:

Town Administrator

Date:

December 28, 2021

Settlement Participation Form - J&J Settlement

Governmental Entity:	Town of Templeton	Massachusetts
Authorized Official:	Adam Lamontagne, Town Administrator	
Address 1:	P.O. Box 620, 160 Patriots Road	
Address 2:		
City, State, Zip:	East Templeton, MA 01438	
Phone:	978-894-2755	
Email:	alamontagne@templetonma.gov	

The governmental entity identified above ("Governmental Entity"), in order to obtain and in consideration for the benefits provided to the Governmental Entity pursuant to the Settlement Agreement dated July 21, 2021 ("Janssen Settlement"), and acting through the undersigned authorized official, hereby elects to participate in the Janssen Settlement, release all Released Claims against all Released Entities, and agrees as follows.

1. The Governmental Entity is aware of and has reviewed the Janssen Settlement, understands that all terms in this Election and Release have the meanings defined therein, and agrees that by this Election, the Governmental Entity elects to participate in the Janssen Settlement and become a Participating Subdivision as provided therein.
2. The Governmental Entity shall, within 14 days of the Reference Date and prior to the filing of the Consent Judgment, dismiss with prejudice any Released Claims that it has filed.
3. The Governmental Entity agrees to the terms of the Janssen Settlement pertaining to Subdivisions as defined therein.
4. By agreeing to the terms of the Janssen Settlement and becoming a Releasor, the Governmental Entity is entitled to the benefits provided therein, including, if applicable, monetary payments beginning after the Effective Date.
5. The Governmental Entity agrees to use any monies it receives through the Janssen Settlement solely for the purposes provided therein.
6. The Governmental Entity submits to the jurisdiction of the court in the Governmental Entity's state where the Consent Judgment is filed for purposes limited to that court's role as provided in, and for resolving disputes to the extent provided in, the Janssen Settlement.
7. The Governmental Entity has the right to enforce the Janssen Settlement as provided therein.

8. The Governmental Entity, as a Participating Subdivision, hereby becomes a Releasor for all purposes in the Janssen Settlement, including but not limited to all provisions of Section IV (Release), and along with all departments, agencies, divisions, boards, commissions, districts, instrumentalities of any kind and attorneys, and any person in their official capacity elected or appointed to serve any of the foregoing and any agency, person, or other entity claiming by or through any of the foregoing, and any other entity identified in the definition of Releasor, provides for a release to the fullest extent of its authority. As a Releasor, the Governmental Entity hereby absolutely, unconditionally, and irrevocably covenants not to bring, file, or claim, or to cause, assist or permit to be brought, filed, or claimed, or to otherwise seek to establish liability for any Released Claims against any Released Entity in any forum whatsoever. The releases provided for in the Janssen Settlement are intended by the Parties to be broad and shall be interpreted so as to give the Released Entities the broadest possible bar against any liability relating in any way to Released Claims and extend to the full extent of the power of the Governmental Entity to release claims. The Janssen Settlement shall be a complete bar to any Released Claim.
9. In connection with the releases provided for in the Janssen Settlement, each Governmental Entity expressly waives, releases, and forever discharges any and all provisions, rights, and benefits conferred by any law of any state or territory of the United States or other jurisdiction, or principle of common law, which is similar, comparable, or equivalent to § 1542 of the California Civil Code, which reads:

General Release; extent. A general release does not extend to claims that the creditor or releasing party does not know or suspect to exist in his or her favor at the time of executing the release that, if known by him or her, would have materially affected his or her settlement with the debtor or released party.

A Releasor may hereafter discover facts other than or different from those which it knows, believes, or assumes to be true with respect to the Released Claims, but each Governmental Entity hereby expressly waives and fully, finally, and forever settles, releases and discharges, upon the Effective Date, any and all Released Claims that may exist as of such date but which Releasors do not know or suspect to exist, whether through ignorance, oversight, error, negligence or through no fault whatsoever, and which, if known, would materially affect the Governmental Entities' decision to participate in the Janssen Settlement.

10. Nothing herein is intended to modify in any way the terms of the Janssen Settlement, to which Governmental Entity hereby agrees. To the extent this Election and Release is interpreted differently from the Janssen Settlement in any respect, the Janssen Settlement controls.

I have all necessary power and authorization to execute this Election and Release on behalf of the Governmental Entity.

Signature:



Name:

Adam Lamontagne

Title:

Town Administrator

Date:

December 28, 2021

Exhibit B

SCOPE OF SERVICES

Recovery Support Navigators (RSN)- provide care management and systems navigation to support individuals with a diagnosis of a substance use disorder and/ or co-occurring mental health disorders. The RSN is a paraprofessional who partners with a broad base of individuals, clinicians, medical staff, and other organizations to provide outreach, case management, and supports to navigate various systems of care. RSN's engage individuals wherever they present in the treatment system and assist in the creation and implementation of personal goals and objectives around treatment and recovery. RSN's possess a thorough understanding of community culture to address the barriers to successful recovery, use human experience language and provide links to community resources and treatment options. Access to RSN services is based on necessity and a referral by a medical or behavioral health provider, community partner, or other care managers who can identify the need for additional support.

Function: Having a regional RSN would give municipalities (PD, FD, Health Dept etc) access to a clinical substance use disorder professional who could assist community members in need, on an on-going basis. This could happen by referral, during post overdose or post incident/interaction follow-ups, or perhaps even in the midst of an interaction if appropriate. GAAMHA is already the subcontractor for the DA's COSSAP grant which provides Recovery Coaches to all PD's in the region to provide post overdose follow-up support. Our connectivity to provider networks at all level of care allow us to assist people in identifying their specific needs, and then accessing resources via warm referrals rather than cold calls. We have an exciting new partnership with a telehealth provider who provides both psychiatric and substance use support. This partnership allows us to get a patient in front of a psychiatric prescriber in under a week, instead of the 10-16 week wait times that are the norm in our region. This same provider can also provide MAT/MOUD very quickly, often the same day as the referral is made. By working with GAAMHA on this initiative, the cities and towns would also gain expedited access to GAAMHA's entire continuum of substance use care and support which is by far the most robust in the region, and perhaps anywhere else. This includes the aforementioned Recovery Coaching and Recovery Support Navigation, but also includes:

Pathway House – 27 bed Clinical Recovery Home for adult men with average enrollment of 6 months (free for all Mass residents who qualify)

The Carl E. Dahl House at Evergreen Grove – 16 Bed Co-Occurring Enhanced Clinical Recovery Home on 115 acre therapeutic farm (in-network with most Mass Health plans)

R.O.O.T.S. at Evergreen Grove – Outpatient Clinical Treatment and Early Intervention program for young people experience substance misuse or mental health challenges using Care Farming modality (ages 12-24, free for all participants) *opens in Gardner May 2022*

GAAMHA Transitional Supportive Housing – 56 beds Sober Housing with Clinical Case Mgmt for Adult Men & Women for up to 24 months

GAAMHA Permanent Supportive Housing – 12 Units Sober Studio Apartments with Clinical Case Mgmt for Adult Men & Women with no time limits

GAAMHA Family Supportive Housing – Sober Housing with Clinical Case Mgmt for Mothers who are pregnant and/or parenting AND their school aged children for up to 24 months (free for all Mass residents who qualify) *opens in Petersham in October 2022*

Alyssa's Place: Peer Recovery and Resource Center – Peer governed and delivered support program for people seeking help for substance related issues and their loved ones, support programs, social activities, etc.

Exhibit C

METHOD AND SCHEDULE FOR COMPENSATION

The Town shall pay the Contractor the maximum sum of **\$10,314** in consideration of completion of the Services as set forth in this Agreement and funded through the State-Subdivision Agreement.

PAYMENTS TO CONTRACTOR

Payments to the Contractor by the Town shall be made upon receipt and acceptance of an invoice from the Contractor detailing the actual amounts for work performed in accordance with the Contract Documents, and actual completion of said services. The Contractor shall submit payment requests to the Town, and the Town shall make payments to the Contractor, according to the following schedule:

Invoices **received and approved** should be processed after the appropriation approved at Town Meeting in May. Town will have 30 days to pay invoice.

AMOUNTS DISPUTED

Any requests for payment or portions thereof which are deemed unacceptable by the Town shall not be made to the Contractor. In the event of dispute, the Contractor may, within thirty (30) days of said denial, request the Project Representative review the payment request for compliance with the appropriateness of the payment request. The request for review shall be delivered to the Project Representative detailing the amount disputed and all necessary supporting documentation which demonstrates compliance with the objective of the program and the Agreement.

The Project Representative shall respond to the request for review within fourteen (14) days of receipt of such request for review. The Contractor shall be notified, in writing, of the Project Representative's decision and informed of the reasoning for the decision.

If the Contractor is not satisfied with the decision of the Project Representative, the Contractor may request the Town Manager to conduct a review of the request for payment. The request for review by the Town Manager shall be made in writing within fourteen (14) days of receipt of the decision of the Project Representative. The response by the Town Manager shall be made in writing within fourteen (14) days of receipt of the request for review.

The decision of the Town Manager is final and the Contractor shall have no other recourse than that described above.

TIME PERIOD FOR PAYMENTS

The Town agrees to make payments to the Contractor in an expeditious manner based on invoices received. However, payments to Contractors are contingent upon receipt of funds from the Commonwealth of Massachusetts, as well as appropriation from Town Meeting. The Town shall not make payments from funds other than those received under the State-Subdivision Agreement.