

## **CONTRACTOR AGREEMENT FOR USE OF OPIOID LITIGATION SETTLEMENT FUNDS**

This Contractor Agreement ("Agreement") is entered into by and between the County of Weber, Utah (the "County") and the Weber Human Services ("Contractor"), individually referred to as "Party" and jointly referred to as "Parties." The purpose of this Agreement is to provide to the Contractor with settlement funds from the opioid litigation case filed by Weber County ("Settlement Funds"), which are authorized to mitigate the impacts of opioid use disorders.

**WHEREAS**, the County has received and will continue to receive Settlement Funds from its lawsuit filed against various manufacturers and pharmaceutical distributors of opioids ("Defendants"); and

**WHEREAS**, the County, after receiving input from outside third parties, developed an Opioid Settlement Plan ("the Plan") that prescribes how the County will allocate Settlement Funds for programs, services, targeted audiences, intended outcomes and entities who will receive funding; and

**WHEREAS**, settlement agreements with various Defendants are governed by a Universal Memorandum of Understanding that dictate the authorized uses of Settlement Funds ("Universal Memorandum") (See Exhibit A; Opioid Universal Settlement Memorandum of Understanding); and

**WHEREAS**, the County is authorized to disburse all Settlement Funds to Contractor, which will carry out eligible uses on behalf of the County; and

**WHEREAS**, the Contractor has applied to the County for an allocation of Settlement Funds, and the County has deemed the use appropriate under the Universal Memorandum; and

**WHEREAS**, the County desires to allocate Contractor a portion of Settlement Funds in the amount of \$1,508,990.00, subject to the County and the Contractor entering into this Agreement with respect to the use of said Settlement Funds.

**NOW, THEREFORE**, in consideration of the mutual covenants contained herein, the County and the Contractor agree as follows:

### **1. SCOPE OF PROJECT; ELIGIBLE USE OF SETTLEMENT FUNDS**

- A.** The County shall allocate to Contractor a portion of Settlement Funds to cover necessary expenses related to the activities specifically described in the Contractor's application (the "Project") (A copy of Contractor's application is attached as Exhibit B). If there is a conflict between the terms and provisions in the Contractor's application and this Agreement, the terms of this Agreement shall govern. Contractor will be responsible for fronting all costs associated with design and permitting process for the new facility, but may seek reimbursement for those costs once a building permit has been secured and sufficient assurance is made to the Commission that there is adequate funding to complete the project.

- B. The Contractor shall only use the Settlement Funds to cover expenses that are necessary for the completion of the Project and are eligible under the Universal Memorandum to mitigate the impacts of opioid use disorders.
- C. The Contractor may make revisions to the scope of the Project with approval from the County, where such revisions to the Project do not materially alter the Project or cause the use of Settlement Funds for the revised Project to constitute an ineligible use of Settlement Funds. In no event shall a revision to the scope of the Project entitle the Contractor to an additional allocation of Settlement Funds by the County unless Contractor makes a request to the County for additional money in writing. The Weber County Commission, in its sole discretion, may approve and authorize additional Settlement Funds for the Project. However, no additional allocation of Settlement Funds is guaranteed.
- D. Once the Project is completed, all costs for the management, operation, maintenance, and repair and replacement of the Project (as applicable) shall be the sole responsibility of the Contractor. The County shall have no liability, financial or otherwise, with respect to the management, operation, maintenance, repair or replacement of the Project.

## 2. TERM OF AGREEMENT

The term of this Agreement begins on the date this Agreement is fully executed by the Parties and ends on the day Contractor files and the County accepts a signed notice of completion. Notwithstanding other provisions, this Agreement will remain in effect until the County determines that the Contractor has completed all applicable administrative actions, reporting requirements, and all Project work required by and set forth in this Agreement. Should Contractor require additional time for auditing of or reporting for the Project, this Agreement shall be deemed automatically extended until said audit and reporting is completed.

## 3. PAYMENTS

- A. *Direct Payment.* The County shall pay for eligible Project costs directly on behalf of Contractor upon Contractor's presentation of all forms and documents as is required by the County.
- B. *Optional Reimbursement Payment.* The County, in its discretion, may elect to pay Settlement Funds to Contractor on a reimbursement basis. If Contractor wishes to seek reimbursement for an eligible expense, Contractor shall submit a reimbursement request to the County Comptroller no later than 15 days after the end of the calendar quarter during which the Contractor incurred the expense. Such requests shall be in a form acceptable to the County and include, where applicable for construction projects, certification by the Contractor's engineer that the amounts are eligible Project costs. The Contractor may not request reimbursements under this Agreement for work that has not been completed.
- C. *Optional Advance Payment.* The County, in its discretion, may elect to pay the

Contractor in advance for its allowable costs for the Project identified by this Agreement upon the presentation of all forms and documents as may be required by the County. Advance payments must be limited to the minimum amounts needed and timed to be in accordance with the Contractor's actual, immediate cash requirements in carrying out and completing the work of the Project.

- D. *Withholding or Cancellation of Settlement Funds.* The County reserves the right to withhold payments until Contractor timely delivers reimbursement requests or documents as may be required under this Agreement. Upon completion of the Project, the County may cancel payment of any portion of Settlement Funds that the County determines to be surplus. The County shall be relieved of any obligation for payments if money allocated to the County cease to be available for any cause other than misfeasance of the County itself.
- E. *Where Payments Are Made.* Payments shall be made by check or electronic deposit into Contractor's bank account, according to a process established by the County.
- F. *Recoupment.* Settlement Funds are subject to recoupment by the County for the Contractor's failure to use the Settlement Funds for the Project in accordance with the Universal Memorandum and this Agreement.

#### **4. REPORTING REQUIREMENTS**

- A. *Reporting Requirements.* The Contractor shall submit such reports and adhere to all conditions and obligations as are required by the County including, but not limited to, statutory reporting requirements attached to this Agreement as Exhibit C. Such reporting requirements shall extend beyond the term of this Agreement. The County reserves the right to inspect, at any time, the Contractor's records that are related to the Project and/or Contractor's performance of this Agreement. Notwithstanding any record retention policies, Contractor shall maintain all documentation associated with the Project for the period required by State law or Federal law or seven (7) years, whichever is greater.

#### **5. COMPLIANCE WITH FEDERAL, STATE AND LOCAL LAWS**

In addition to the requirements set forth in the Universal Memorandum, Settlement Funds may be subject to various other Federal, State, and Local laws including, but not limited to, Utah Code Ann. 26B-5-211. Contractor shall comply with all applicable Federal, State, and Local laws and regulations with respect to its receipt and use of Settlement Funds pursuant to this Agreement.

#### **6. RETURN OF SETTLEMENT FUNDS; RECOUPMENT**

- A. If the County determines that the Contractor's use of Settlement Funds does not comply with Universal Memorandum, the terms of this Agreement, or any other federal, state, or local law, the County shall provide the Contractor with an initial written notice of the amount subject to recoupment, along with an explanation of such amounts. Within 30 calendar days of receipt of such notice, the Contractor may

submit to the County either (1) a request for reconsideration requesting the County seek a reconsideration of any amounts subject to recoupment under the Final Rule, or (2) written consent to the notice of recoupment.

- B. If the Contractor has not submitted a reconsideration request, or if the County denies the reconsideration request, the Contractor shall repay the amount subject to recoupment within 30 calendar days of the request for consideration deadline or the County's denial of the request.

## **7. FAILURE TO PERFORM**

If Contractor fails to comply with any terms or conditions of this Agreement, or to provide in any manner the activities or other performance as agreed to herein, the County reserves the right to:

- A. withhold all or any part of payment pending correction of the deficiency; or
- B. suspend all or part of this Agreement.

Further, any failure to perform as required pursuant to this Agreement may subject the Contractor to recoupment of Settlement Funds. The option to withhold Settlement Funds is in addition to, and not in lieu of, the County's right to terminate as provided in Section 8 below. The County may also consider performance under this Agreement when considering future Settlement Funds.

## **8. TERMINATION**

- A. *Termination for Cause.* The County may terminate this Agreement for cause if the Contractor fails to comply with the terms and conditions of this Agreement and any of the following conditions exist:
  - i. The lack of compliance with the provisions of this Agreement is of such scope and nature that the County deems continuation of this Agreement to be substantially non-beneficial to the public interest;
  - ii. The Contractor has failed to take satisfactory corrective action as directed by the County or its authorized representative within the time specified by the same; or
  - iii. The Contractor has failed within the time specified by the County or its authorized representative to satisfactorily substantiate its compliance with the terms and conditions of this Agreement.

The County shall initiate termination for cause by providing notice to the Contractor of its intent to terminate for cause, accompanied by a written justification for the termination. After receiving the notice of termination for cause, the Contractor shall have 15 calendar days to cure the cause for termination. If the Contractor has not cured the cause for termination within 15 days of receipt of the notice, the County may pursue such remedies as are available by law,

including, but not limited to, the termination of this Agreement in whole or in part, and thereupon shall notify in writing the Contractor of the termination, the reasons for the termination, and the effective date of the termination. Upon termination, any outstanding Settlement Funds held by the Contractor are subject to recoupment by the County in accordance with this Agreement. Any costs resulting from obligations incurred by the Contractor after termination of this Agreement are not allowable and will not be reimbursed by the County unless specifically authorized in writing by the County.

- B. *Termination for Convenience.*** This Agreement may be terminated for convenience, in whole or in part, by written mutual agreement of the Parties.
- C. *Termination for Withdrawal, Reduction, or Limitation of Funding.*** In the event funding is not received from Defendants, or is withdrawn, reduced, modified or limited in any way after the effective date of this Agreement and prior to its normal completion, the County may summarily terminate this Agreement as to the Settlement Funds not received, reduced, modified, or limited, notwithstanding any other termination provision in this Agreement. If the level of funding is reduced to such an extent that the County deems that the continuation of the Project covered by this Agreement is no longer in the best interest of the public, the County may summarily terminate this Agreement in whole notwithstanding any other termination provisions in this Agreement. Termination under this Section shall be effective upon receipt of written notice by the Contractor or its representative.

## **9. CLOSE OUT**

Upon termination of this Agreement, in whole or in part for any reason, including completion of the Project, the following provisions apply:

- A.** Upon written request by the Contractor, the County will make or arrange for payment to the Contractor of allowable reimbursable costs not covered by previous payments.
- B.** The Contractor shall submit within 30 calendar days after the date of expiration of this Agreement, all financial, performance and other reports required by this Agreement, and in addition, will cooperate in a Project audit by the County or its designee;
- C.** Closeout of Settlement Funds will not occur unless all requirements of this Agreement and Federal, State, and Local law are met and all outstanding issues with the Contractor have been resolved to the satisfaction of the County.
- D.** Any unused Settlement Funds in Contractor's possession or control shall be immediately returned to the County.

## **10. INDEMNIFICATION**

Any Settlement Funds which are determined by the County to be ineligible under the Universal Memorandum or law shall be subject to recoupment. To the greatest extent permitted by law, the Contractor shall indemnify and hold harmless the County, its appointed and elected

officials, and employees from any liability, loss, costs (including attorney fees), damage or expense, incurred because of actions, claims or lawsuits for damages resulting from misuse of Settlement Funds by the Contractor, personal or bodily injury, including death, sustained or alleged to have been sustained by any person or persons and on account of damage to property, arising or alleged to have arisen out of the performance of this Agreement, whether or not such injuries to persons or damage to property is due to the negligence of Contractor, its subcontractors, agents, successors or assigns.

#### **11. NOTICES**

Any notices required to be given by the County or the Contractor shall be in writing and delivered to the following representatives for each party:

<b>The County</b>	<b>Contractor</b>
County of Weber Attn: County Comptroller 2380 Washington Blvd., Suite 320 Ogden, UT 84401 <a href="mailto:sparke@webercountyutah.gov">sparke@webercountyutah.gov</a>	Webre Human Services Attn: Kevin Eastman 237 26 <sup>th</sup> Street Ogden, Utah 84401 <a href="mailto:kevinE@weberhs.org">kevinE@weberhs.org</a>

#### **12. RESERVATION OF RIGHTS**

Failure to insist upon strict enforcement of any terms, covenants, or conditions of this Agreement shall not be deemed a waiver of such, nor shall any waiver or relinquishment of any right or power granted through this Agreement at any time be construed as a total and permanent waiver of such right or power.

#### **13. FURTHER ASSURANCE**

Each of the Parties shall cooperate in good faith with the other to execute and deliver such further documents, to adopt any resolutions, to take any other official action and to perform such other acts as may be reasonably necessary or appropriate to consummate and carry into effect the transactions contemplated under this agreement.

Contractor shall, in good faith and to the greatest extent possible, complete the Project in accordance with the Contractor's proposed project timeline in the Contractor's application. Contractor acknowledges that time is of the essence, and Contractor shall exercise due diligence to complete the project in a timely manner.

#### **14. ASSIGNMENT**

The Contractor shall not assign any portion of Settlement Funds, nor responsibility for completion of the Project provided for by this Agreement, to any other party.

#### **15. AMENDMENTS**

This Agreement cannot be amended or modified except in writing, signed by both



Parties.

**16. VENUE AND CHOICE OF LAW**

If either part to this Agreement initiates any legal or equitable action to enforce the terms of this Agreement, to declare the rights of the parties under this Agreement, or which relates to this Agreement in any manner, the County and Contractor agree that the proper venue for such action is the Utah Second Judicial District. This Agreement shall be governed by the laws of the State of Utah, both as to interpretation and performance.

**17. SEVERABILITY**

If any part of this Agreement is held by the courts to be illegal or in conflict with any law, the validity of the remaining portions or provisions shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if the Agreement did not contain the particular part held to be invalid.

**18. INTEGRATED DOCUMENT**

This Agreement, together with all exhibits and attachments, which are incorporated by reference, constitute the entire agreement between the Parties. There are no other agreements, written or oral, that have not been fully set forth in the text of this Agreement.

**19. NO THIRD PARTY BENEFICIARY.**

Nothing in this Agreement shall create or be interpreted to create any rights in or obligations in favor of any person or entity not a party to this agreement. Except for the Parties to this agreement, no person or entity is an intended third party beneficiary under this agreement.

**20. HEADINGS**

The section headings of this agreement are for the purposes of reference only and shall not limit or define the meaning thereof.

**21. AUTHORITY TO SIGN**

The persons executing this Agreement on behalf of the Contractor represent that one or both of them has the authority to execute this Agreement and to bind the Contractor to its terms.

*[signatures on following page]*

BOARD OF COUNTY COMMISSIONERS  
OF WEBER COUNTY

By \_\_\_\_\_  
Chair,

Date \_\_\_\_\_

ATTEST:

\_\_\_\_\_  
Weber County Clerk/Auditor

ENTITY

By Kevin J. Egan Weber Human Services

Date 6-4-25

ATTEST:

By Shelly Gagnier



**EXHIBIT A: UNIVERSAL MEMORANDUM**

**ONE UTAH  
OPIOID SETTLEMENT MEMORANDUM OF UNDERSTANDING**

**1. Recitals and General Principles.**

1.1. The people of the State of Utah, its counties, and its communities have been harmed by the opioid epidemic, which was caused by Pharmaceutical Supply Chain Participants.<sup>1</sup>

1.2. The State of Utah, *ex rel.* Sean Reyes, Attorney General (the “State”), and most of the counties in Utah are separately engaged in litigation and other actions seeking to hold the Pharmaceutical Supply Chain Participants accountable for the opioid epidemic.

1.3. The Parties desire to abate and alleviate the impacts of the Pharmaceutical Supply Chain Participants’ misfeasance, malfeasance, and nonfeasance throughout their respective geographic areas.

1.4. The Parties enter into this One Utah Opioid Settlement Memorandum of Understanding (“MOU”) to determine the allocation of Settlement Funds and set forth certain other terms under which the Parties may jointly agree to a Settlement.

1.5. The parties recognize that, based on settlement discussions under consideration with certain Pharmaceutical Supply Chain Participants, the anticipated amount of Settlement Funds increases as more counties, cities, and towns participate in a Settlement, and that the maximum amount of Settlement Funds may be achieved only if the State and all counties, cities, and towns agree to a Settlement. Without such global agreement within Utah, the amount of Settlement Funds is likely to be reduced.

1.6. Any Settlement will require subsequent acceptance and approval by any settling Parties of a formal written Settlement agreement, including the execution of required releases of claims.

1.7. By entering into this MOU, each Party reserves, in its sole discretion, its rights to:

- 1.7.1 Participate or not participate in any Settlement;
- 1.7.2 Maintain, pursue, and prosecute its existing and potential legal claims;
- 1.7.3 Resolve its claims as it sees fit; and
- 1.7.4 Resolve its claims independent of the other Parties.

Provided, however, if a County elects not to enter into a settlement of the Litigation, the County shall not participate or be entitled to, Settlement Funds.

1.8. By entering this MOU, no Party is acquiescing to or giving jurisdiction over any element of its actions, including control over payment of attorney fees, to any federal court, including MDL 2804 - National Prescription Opiate Litigation. The parties enter this MOU relating to the allocation as a preliminary non-binding agreement understanding that it only provides a basis to draft formal documents which will effectuate the Parties’ agreement.

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<sup>1</sup> Capitalized terms not defined contemporaneously are defined in Section 2.

1.9 This MOU has been drafted collaboratively by the Parties to maintain the Parties' existing or potential legal claims (to the extent legally cognizable) while allowing the Parties to cooperate in exploring all possible means of resolution.

## **2. Definitions.**

As used in this MOU:

2.1. "Administrator" shall mean the person or entity responsible for compiling data and information from the Settling Parties.

2.2. "Approved Uses" shall mean those uses identified in Exhibit A, Opioid Settlement Funds – Approved Uses.

2.3. "County(ies)" shall mean each county that has signed this MOU on its own behalf as a political subdivision of the state pursuant to Utah Code Ann. § 17-50-101(1).

2.4. "Litigation" means existing or potential legal claims against Pharmaceutical Supply Chain Participants AmerisourceBergen, Cardinal, McKesson, and Janssen seeking to hold them accountable for the opioid epidemic, including any kind of injury caused by their misfeasance, nonfeasance, and malfeasance relating to the unlawful manufacture, marketing, promotion, distribution, or dispensing of prescription opioids. It is the intent of this MOU that that the term litigation shall apply to all claims, whether or not asserted by a Party.

2.5. "Local Governments" shall mean all counties and municipalities located within the geographic boundaries of the State.

2.6. "Municipalities" shall mean those entities defined in Utah Code Ann. § 10-1-104.

2.7. "National Settlement Fund Administrator" shall mean the person or entity responsible for enforcing the provisions of any national Settlement or bankruptcy plan, whether called an "administrator," "trustee," "board," or the functional equivalent of those terms.

2.8. "Opioid Litigation Settlement Restricted Account" shall mean the restricted account established within the General Fund pursuant to Utah Code Ann. § 51-9-801.

2.9. "Party(ies)" shall mean the State and all Local Governments, whether represented by outside counsel or not, whether involved in Litigation or not, which have signed this MOU.

2.10. "Pharmaceutical Supply Chain Participant" shall mean any entity or individual that engages in or has engaged in the manufacture, marketing, promotion, distribution, or dispensing of prescription opioids.

2.11. "Settlement" shall mean the negotiated resolution of the Litigation when that resolution has been jointly entered into by all the Parties, or if jointly entered into by fewer than all the Parties, this MOU is incorporated by the Settling Parties.

2.12. "Settlement Funds" shall mean monetary amounts obtained through a Settlement on or after the date of this MOU.

2.13. "Settling Parties" shall mean the State and any Local Governments which accept a Settlement and sign the corresponding Settlement agreement.

### **3. Allocation of Settlement Funds.**

3.1. All Settlement Funds, other than those directed to attorney fees and costs, regardless of allocation, shall be utilized consistent with the Approved Uses, as ultimately memorialized in a written Settlement agreement which shall become an order of the Litigation courts or other tribunals, including bankruptcy courts. Compliance with the Approved Uses shall be verified as set forth in Section 7.

3.2. 50% of the Settlement Funds shall be allocated to the State ("State Share").

3.3. 50% of the Settlement Funds shall be allocated to the Settling Party Counties ("Local Government Share").

### **4. Mechanism for Directing Settlement Funds to Approved Uses.**

4.1. The State Share shall be deposited by the National Settlement Fund Administrator into the Opioid Litigation Settlement Restricted Account and disbursed pursuant to the terms of that statute.

4.2. The Settling Party Local Governments' Share shall be distributed by the National Settlement Fund Administrator directly to each settling County pursuant to the percentages set forth in Exhibit B (adopted from <https://allocationmap.iclaimsonline.com/>) or, on County instructions, to the Utah attorney fee and expense fund established in Section 6.

### **5. Local Government Allocation.**

5.1. As provided for in this Agreement the funds allocated to Each settling County shall be paid to the County directly and the County and its constituent municipalities may distribute the settling County's share of the Settlement Funds among all of the jurisdictions in that county in any manner they choose, consistent with the requirements set forth in the Settlements.

5.2. This Memorandum of Understanding shall apply only to settlements with AmerisourceBergen, Cardinal, McKesson, and Janssen, and provided that 95%, by population, of the litigating political subdivisions agrees to participate in the relevant settlement agreement.

### **6. Payment of Counsel and Litigation Expenses.**

6.1. The parties anticipate that any national Settlement will provide for the payment of all or a portion of the fees and litigation expenses of certain state and local governments.

6.2. In the event that there is a national fund established to pay attorney fees related to a Settlement ("National Fund"), the Counties may, but are not required to, in a formal Settlement agreement establish a Utah attorney fee and expense fund ("Utah Fund") from which counsel for the Settling Parties may seek payment of their attorney fees and costs not paid from a National Fund. Prior to applying to a Utah Fund, counsel for the Settling Parties must first apply for payment of attorney fees from a National Fund, after which it may seek its fees from the Utah Fund for any deficiency.

6.3. No portion of the State Share shall be used for the payment of Settling Party Local Government attorney fees and no portion of the State Share shall be used to establish the Utah Fund; no Settling Party Local Government Settlement Funds and no part of the Utah Fund shall be used for the payment of State attorney fees.

6.4. If a Utah Fund is insufficient to pay the total amount of contingency fees to all counsel for the Settling Parties, all fees will be reduced proportionately, i.e., all fees will be reduced by the same percentage so that no counsel shall receive a higher percentage of its allowed fee than any other counsel. In other words, counsel for the Settling Parties shall apply for an allocation from a Utah Fund based on its clients' recovery and calculated by its fee percentage in the contract, but pro-rated to the extent the Utah Fund is insufficient for complete recovery of all fees to all counsel.

6.5. In no event shall counsel for any Settling Party receive an attorney fee in excess of the amount or percentage set forth in its representation agreement or 15%, whichever is the smaller amount, nor shall counsel for any Settling Party receive reimbursement for costs and expenses in excess of its actual costs and expenses or in excess of its reimbursement rights under its representation agreement.

6.6. Counties which did not retain outside counsel may not apply to any Utah Fund for payment of any attorney fees or costs.

6.7. The Counties participating in the Settlement pursuant to this MOU shall oversee any Utah Fund. The State shall bear no responsibility and waives any right it may have to oversee any Utah Fund. All expenses in administering the Utah Fund are the responsibility of the participating Counties.

6.8. If any Party is represented by more than one law firm, the Party shall be responsible for distribution of their client's attorney fees and costs.

6.9. Any funds remaining in the Utah Fund in excess of the amounts needed to cover private counsels' representation agreements shall revert to the Counties according to the percentages set forth in this MOU.

## **7. Compliance Reporting and Accountability.**

7.1. At least annually, the Administrator shall provide an up-to-date accounting of payments and uses of Settlement Funds. The Administrator shall also provide an up-to-date accounting of payments and uses of Settlement Funds upon written request of a Settling Party.

7.2. Settling Party Local Governments shall file with the Administrator on or before May 30 of each year a proposed plan detailing the anticipated use of the Settlement Funds including (1) the amount of funds it anticipates disbursing; and (2) the proposed uses of those funds. For the State, on or before May 30 of each year, the Administrator shall make available to the other Settling Parties a plan detailing the same categories of information.

7.3. Settling Party Local Governments shall file with the Administrator, and the Administrator shall make available for the State to the Settling Parties, on June 30 of each year in which Settlement Funds are received, an annual report detailing the use of the Settlement Funds received including (1) the amount of funds received by that Settling Party; (2) the allocation of the funds received (listing the recipient of a third party, the program funded, and disbursement terms), and (3) the amounts disbursed on approved allocations. The State shall provide this information separately to the appropriate authority designated in a Settlement document.

7.4. Out of any Settlement Funds, administrative expenses shall not exceed 1% of the Settlement Funds recovered by the State or any Settling Party.

7.5. Each Settling Party shall maintain, for at least the prior five (5) years, records of expenditures of Settlement Funds and documents underlying those expenditures, so the Settling Party can verify that all Settlement Funds are utilized consistent with this MOU, including the Approved Uses.

7.6. At least annually, each Settling Party shall publish on its website a report detailing for the preceding year (1) the amount of Settlement Funds received, and (2) the allocation of any distributions from the Settling Party's Settlement allocation (listing the recipient, the amount distributed, the program funded, and disbursement terms).

7.7. If it appears to any Settling Party that another Settling Party is using or has used Settlement Funds for non-Approved Uses, the objecting Settling Party may on written request seek the documentation underlying the report(s) described in this MOU. The Settling Party receiving such request shall have fourteen (14) days to provide the requested information. The objecting Settling Party and the Settling Party receiving such request may extend the time for compliance with the request only upon mutual written agreement.

7.8. Each Settling Party may object to an allocation or expenditure of Settlement Funds by any other Settling Party solely on the basis that the allocation or expenditure at issue (1) is inconsistent with provisions this MOU, including the Approved Uses; or (2) violates the limitations set forth in Section 7.4. with respect to compensation of the Trustee.

7.9. Following a request and production of information pursuant to Section 7.7, and when it appears that Settlement Funds are being or have been spent on non-Approved Uses, the objecting Settling Party may seek and obtain in an action in the Third District Court of Utah in Salt Lake County an injunction prohibiting the misusing Party from spending any Opioid Funds on non-Approved Uses and requiring the misusing Party to return the monies that were spent on

non-Approved Uses after notice as is required by the rules of civil procedure. So long as an action is pending, distribution to the misusing Party of Opioid Funds temporarily will be suspended. Once the action is resolved, the suspended payments will resume, less any amounts that were ordered returned but which have not been returned by the time the action is resolved.

7.10. In an action brought pursuant to Section 7.9., attorney fees and costs shall not be recoverable.

ACCEPTED by the undersigned and executed this 1<sup>st</sup> day of March, 2021.

Signature: Scott K. Jenkins  
Name: Scott K. Jenkins  
Title: Weber County Commission Chair  
Subdivision: \_\_\_\_\_



# **Exhibit: A**

**List of Opioid Remediation Uses**

**Schedule A  
Core Strategies**

States and Qualifying Block Grantees shall choose from among the abatement strategies listed in Schedule B. However, priority shall be given to the following core abatement strategies ("*Core Strategies*").<sup>14</sup>

- A. **NALOXONE OR OTHER FDA-APPROVED DRUG TO REVERSE OPIOID OVERDOSES**
1. Expand training for first responders, schools, community support groups and families; and
  2. Increase distribution to individuals who are uninsured or whose insurance does not cover the needed service.
- B. **MEDICATION-ASSISTED TREATMENT ("MAT") DISTRIBUTION AND OTHER OPIOID-RELATED TREATMENT**
1. Increase distribution of MAT to individuals who are uninsured or whose insurance does not cover the needed service;
  2. Provide education to school-based and youth-focused programs that discourage or prevent misuse;
  3. Provide MAT education and awareness training to healthcare providers, EMTs, law enforcement, and other first responders; and
  4. Provide treatment and recovery support services such as residential and inpatient treatment, intensive outpatient treatment, outpatient therapy or counseling, and recovery housing that allow or integrate medication and with other support services.

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<sup>14</sup> As used in this Schedule A, words like "expand," "fund," "provide" or the like shall not indicate a preference for new or existing programs.

C. **PREGNANT & POSTPARTUM WOMEN**

1. Expand Screening, Brief Intervention, and Referral to Treatment (“*SBIRT*”) services to non-Medicaid eligible or uninsured pregnant women;
2. Expand comprehensive evidence-based treatment and recovery services, including MAT, for women with co-occurring Opioid Use Disorder (“*OUD*”) and other Substance Use Disorder (“*SUD*”)/Mental Health disorders for uninsured individuals for up to 12 months postpartum; and
3. Provide comprehensive wrap-around services to individuals with OUD, including housing, transportation, job placement/training, and childcare.

D. **EXPANDING TREATMENT FOR NEONATAL ABSTINENCE SYNDROME (“*NAS*”)**

1. Expand comprehensive evidence-based and recovery support for NAS babies;
2. Expand services for better continuum of care with infant-need dyad; and
3. Expand long-term treatment and services for medical monitoring of NAS babies and their families.

E. **EXPANSION OF WARM HAND-OFF PROGRAMS AND RECOVERY SERVICES**

1. Expand services such as navigators and on-call teams to begin MAT in hospital emergency departments;
2. Expand warm hand-off services to transition to recovery services;
3. Broaden scope of recovery services to include co-occurring SUD or mental health conditions;
4. Provide comprehensive wrap-around services to individuals in recovery, including housing, transportation, job placement/training, and childcare; and
5. Hire additional social workers or other behavioral health workers to facilitate expansions above.

F. **TREATMENT FOR INCARCERATED POPULATION**

1. Provide evidence-based treatment and recovery support, including MAT for persons with OUD and co-occurring SUD/MH disorders within and transitioning out of the criminal justice system; and
2. Increase funding for jails to provide treatment to inmates with OUD.

G. **PREVENTION PROGRAMS**

1. Funding for media campaigns to prevent opioid use (similar to the FDA's "Real Cost" campaign to prevent youth from misusing tobacco);
2. Funding for evidence-based prevention programs in schools;
3. Funding for medical provider education and outreach regarding best prescribing practices for opioids consistent with the 2016 CDC guidelines, including providers at hospitals (academic detailing);
4. Funding for community drug disposal programs; and
5. Funding and training for first responders to participate in pre-arrest diversion programs, post-overdose response teams, or similar strategies that connect at-risk individuals to behavioral health services and supports.

H. **EXPANDING SYRINGE SERVICE PROGRAMS**

1. Provide comprehensive syringe services programs with more wrap-around services, including linkage to OUD treatment, access to sterile syringes and linkage to care and treatment of infectious diseases.

I. **EVIDENCE-BASED DATA COLLECTION AND RESEARCH ANALYZING THE EFFECTIVENESS OF THE ABATEMENT STRATEGIES WITHIN THE STATE**

**Schedule B**  
**Approved Uses**

Support treatment of Opioid Use Disorder (OUD) and any co-occurring Substance Use Disorder or Mental Health (SUD/MH) conditions through evidence-based or evidence-informed programs or strategies that may include, but are not limited to, the following:

PART ONE: TREATMENT

**A. TREAT OPIOID USE DISORDER (OUD)**

Support treatment of Opioid Use Disorder (“OUD”) and any co-occurring Substance Use Disorder or Mental Health (“SUD/MH”) conditions through evidence-based or evidence-informed programs or strategies that may include, but are not limited to, those that:<sup>15</sup>

1. Expand availability of treatment for OUD and any co-occurring SUD/MH conditions, including all forms of Medication-Assisted Treatment (“MAT”) approved by the U.S. Food and Drug Administration.
2. Support and reimburse evidence-based services that adhere to the American Society of Addiction Medicine (“ASAM”) continuum of care for OUD and any co-occurring SUD/MH conditions.
3. Expand telehealth to increase access to treatment for OUD and any co-occurring SUD/MH conditions, including MAT, as well as counseling, psychiatric support, and other treatment and recovery support services.
4. Improve oversight of Opioid Treatment Programs (“OTPs”) to assure evidence-based or evidence-informed practices such as adequate methadone dosing and low threshold approaches to treatment.
5. Support mobile intervention, treatment, and recovery services, offered by qualified professionals and service providers, such as peer recovery coaches, for persons with OUD and any co-occurring SUD/MH conditions and for persons who have experienced an opioid overdose.
6. Provide treatment of trauma for individuals with OUD (e.g., violence, sexual assault, human trafficking, or adverse childhood experiences) and family members (e.g., surviving family members after an overdose or overdose fatality), and training of health care personnel to identify and address such trauma.
7. Support evidence-based withdrawal management services for people with OUD and any co-occurring mental health conditions.

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<sup>15</sup> As used in this Schedule B, words like “expand,” “fund,” “provide” or the like shall not indicate a preference for new or existing programs.

8. Provide training on MAT for health care providers, first responders, students, or other supporting professionals, such as peer recovery coaches or recovery outreach specialists, including telementoring to assist community-based providers in rural or underserved areas.
9. Support workforce development for addiction professionals who work with persons with OUD and any co-occurring SUD/MH conditions.
10. Offer fellowships for addiction medicine specialists for direct patient care, instructors, and clinical research for treatments.
11. Offer scholarships and supports for behavioral health practitioners or workers involved in addressing OUD and any co-occurring SUD/MH or mental health conditions, including, but not limited to, training, scholarships, fellowships, loan repayment programs, or other incentives for providers to work in rural or underserved areas.
12. Provide funding and training for clinicians to obtain a waiver under the federal Drug Addiction Treatment Act of 2000 ("*DATA 2000*") to prescribe MAT for OUD, and provide technical assistance and professional support to clinicians who have obtained a DATA 2000 waiver.
13. Disseminate of web-based training curricula, such as the American Academy of Addiction Psychiatry's Provider Clinical Support Service—Opioids web-based training curriculum and motivational interviewing.
14. Develop and disseminate new curricula, such as the American Academy of Addiction Psychiatry's Provider Clinical Support Service for Medication—Assisted Treatment.

**B. SUPPORT PEOPLE IN TREATMENT AND RECOVERY**

Support people in recovery from OUD and any co-occurring SUD/MH conditions through evidence-based or evidence-informed programs or strategies that may include, but are not limited to, the programs or strategies that:

1. Provide comprehensive wrap-around services to individuals with OUD and any co-occurring SUD/MH conditions, including housing, transportation, education, job placement, job training, or childcare.
2. Provide the full continuum of care of treatment and recovery services for OUD and any co-occurring SUD/MH conditions, including supportive housing, peer support services and counseling, community navigators, case management, and connections to community-based services.
3. Provide counseling, peer-support, recovery case management and residential treatment with access to medications for those who need it to persons with OUD and any co-occurring SUD/MH conditions.

4. Provide access to housing for people with OUD and any co-occurring SUD/MH conditions, including supportive housing, recovery housing, housing assistance programs, training for housing providers, or recovery housing programs that allow or integrate FDA-approved medication with other support services.
5. Provide community support services, including social and legal services, to assist in deinstitutionalizing persons with OUD and any co-occurring SUD/MH conditions.
6. Support or expand peer-recovery centers, which may include support groups, social events, computer access, or other services for persons with OUD and any co-occurring SUD/MH conditions.
7. Provide or support transportation to treatment or recovery programs or services for persons with OUD and any co-occurring SUD/MH conditions.
8. Provide employment training or educational services for persons in treatment for or recovery from OUD and any co-occurring SUD/MH conditions.
9. Identify successful recovery programs such as physician, pilot, and college recovery programs, and provide support and technical assistance to increase the number and capacity of high-quality programs to help those in recovery.
10. Engage non-profits, faith-based communities, and community coalitions to support people in treatment and recovery and to support family members in their efforts to support the person with OUD in the family.
11. Provide training and development of procedures for government staff to appropriately interact and provide social and other services to individuals with or in recovery from OUD, including reducing stigma.
12. Support stigma reduction efforts regarding treatment and support for persons with OUD, including reducing the stigma on effective treatment.
13. Create or support culturally appropriate services and programs for persons with OUD and any co-occurring SUD/MH conditions, including new Americans.
14. Create and/or support recovery high schools.
15. Hire or train behavioral health workers to provide or expand any of the services or supports listed above.

**C. CONNECT PEOPLE WHO NEED HELP TO THE HELP THEY NEED**  
**(CONNECTIONS TO CARE)**

Provide connections to care for people who have—or are at risk of developing—OUD and any co-occurring SUD/MH conditions through evidence-based or evidence-informed programs or strategies that may include, but are not limited to, those that:



1. Ensure that health care providers are screening for OUD and other risk factors and know how to appropriately counsel and treat (or refer if necessary) a patient for OUD treatment.
2. Fund SBIRT programs to reduce the transition from use to disorders, including SBIRT services to pregnant women who are uninsured or not eligible for Medicaid.
3. Provide training and long-term implementation of SBIRT in key systems (health, schools, colleges, criminal justice, and probation), with a focus on youth and young adults when transition from misuse to opioid disorder is common.
4. Purchase automated versions of SBIRT and support ongoing costs of the technology.
5. Expand services such as navigators and on-call teams to begin MAT in hospital emergency departments.
6. Provide training for emergency room personnel treating opioid overdose patients on post-discharge planning, including community referrals for MAT, recovery case management or support services.
7. Support hospital programs that transition persons with OUD and any co-occurring SUD/MH conditions, or persons who have experienced an opioid overdose, into clinically appropriate follow-up care through a bridge clinic or similar approach.
8. Support crisis stabilization centers that serve as an alternative to hospital emergency departments for persons with OUD and any co-occurring SUD/MH conditions or persons that have experienced an opioid overdose.
9. Support the work of Emergency Medical Systems, including peer support specialists, to connect individuals to treatment or other appropriate services following an opioid overdose or other opioid-related adverse event.
10. Provide funding for peer support specialists or recovery coaches in emergency departments, detox facilities, recovery centers, recovery housing, or similar settings; offer services, supports, or connections to care to persons with OUD and any co-occurring SUD/MH conditions or to persons who have experienced an opioid overdose.
11. Expand warm hand-off services to transition to recovery services.
12. Create or support school-based contacts that parents can engage with to seek immediate treatment services for their child; and support prevention, intervention, treatment, and recovery programs focused on young people.
13. Develop and support best practices on addressing OUD in the workplace.

14. Support assistance programs for health care providers with OUD.
15. Engage non-profits and the faith community as a system to support outreach for treatment.
16. Support centralized call centers that provide information and connections to appropriate services and supports for persons with OUD and any co-occurring SUD/MH conditions.

**D. ADDRESS THE NEEDS OF CRIMINAL JUSTICE-INVOLVED PERSONS**

Address the needs of persons with OUD and any co-occurring SUD/MH conditions who are involved in, are at risk of becoming involved in, or are transitioning out of the criminal justice system through evidence-based or evidence-informed programs or strategies that may include, but are not limited to, those that:

1. Support pre-arrest or pre-arraignment diversion and deflection strategies for persons with OUD and any co-occurring SUD/MH conditions, including established strategies such as:
  1. Self-referral strategies such as the Angel Programs or the Police Assisted Addiction Recovery Initiative (“*PAARF*”);
  2. Active outreach strategies such as the Drug Abuse Response Team (“*DART*”) model;
  3. “Naloxone Plus” strategies, which work to ensure that individuals who have received naloxone to reverse the effects of an overdose are then linked to treatment programs or other appropriate services;
  4. Officer prevention strategies, such as the Law Enforcement Assisted Diversion (“*LEAD*”) model;
  5. Officer intervention strategies such as the Leon County, Florida Adult Civil Citation Network or the Chicago Westside Narcotics Diversion to Treatment Initiative; or
  6. Co-responder and/or alternative responder models to address OUD-related 911 calls with greater SUD expertise.
2. Support pre-trial services that connect individuals with OUD and any co-occurring SUD/MH conditions to evidence-informed treatment, including MAT, and related services.
3. Support treatment and recovery courts that provide evidence-based options for persons with OUD and any co-occurring SUD/MH conditions.

4. Provide evidence-informed treatment, including MAT, recovery support, harm reduction, or other appropriate services to individuals with OUD and any co-occurring SUD/MH conditions who are incarcerated in jail or prison.
5. Provide evidence-informed treatment, including MAT, recovery support, harm reduction, or other appropriate services to individuals with OUD and any co-occurring SUD/MH conditions who are leaving jail or prison or have recently left jail or prison, are on probation or parole, are under community corrections supervision, or are in re-entry programs or facilities.
6. Support critical time interventions ("CTP"), particularly for individuals living with dual-diagnosis OUD/serious mental illness, and services for individuals who face immediate risks and service needs and risks upon release from correctional settings.
7. Provide training on best practices for addressing the needs of criminal justice-involved persons with OUD and any co-occurring SUD/MH conditions to law enforcement, correctional, or judicial personnel or to providers of treatment, recovery, harm reduction, case management, or other services offered in connection with any of the strategies described in this section.

**E. ADDRESS THE NEEDS OF PREGNANT OR PARENTING WOMEN AND THEIR FAMILIES, INCLUDING BABIES WITH NEONATAL ABSTINENCE SYNDROME**

Address the needs of pregnant or parenting women with OUD and any co-occurring SUD/MH conditions, and the needs of their families, including babies with neonatal abstinence syndrome ("NAS"), through evidence-based or evidence-informed programs or strategies that may include, but are not limited to, those that:

1. Support evidence-based or evidence-informed treatment, including MAT, recovery services and supports, and prevention services for pregnant women—or women who could become pregnant—who have OUD and any co-occurring SUD/MH conditions, and other measures to educate and provide support to families affected by Neonatal Abstinence Syndrome.
2. Expand comprehensive evidence-based treatment and recovery services, including MAT, for uninsured women with OUD and any co-occurring SUD/MH conditions for up to 12 months postpartum.
3. Provide training for obstetricians or other healthcare personnel who work with pregnant women and their families regarding treatment of OUD and any co-occurring SUD/MH conditions.
4. Expand comprehensive evidence-based treatment and recovery support for NAS babies; expand services for better continuum of care with infant-need dyad; and expand long-term treatment and services for medical monitoring of NAS babies and their families.

5. Provide training to health care providers who work with pregnant or parenting women on best practices for compliance with federal requirements that children born with NAS get referred to appropriate services and receive a plan of safe care.
6. Provide child and family supports for parenting women with OUD and any co-occurring SUD/MH conditions.
7. Provide enhanced family support and child care services for parents with OUD and any co-occurring SUD/MH conditions.
8. Provide enhanced support for children and family members suffering trauma as a result of addiction in the family; and offer trauma-informed behavioral health treatment for adverse childhood events.
9. Offer home-based wrap-around services to persons with OUD and any co-occurring SUD/MH conditions, including, but not limited to, parent skills training.
10. Provide support for Children's Services—Fund additional positions and services, including supportive housing and other residential services, relating to children being removed from the home and/or placed in foster care due to custodial opioid use.

PART TWO: PREVENTION
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**F. PREVENT OVER-PRESCRIBING AND ENSURE APPROPRIATE  
PRESCRIBING AND DISPENSING OF OPIOIDS**

Support efforts to prevent over-prescribing and ensure appropriate prescribing and dispensing of opioids through evidence-based or evidence-informed programs or strategies that may include, but are not limited to, the following:

1. Funding medical provider education and outreach regarding best prescribing practices for opioids consistent with the Guidelines for Prescribing Opioids for Chronic Pain from the U.S. Centers for Disease Control and Prevention, including providers at hospitals (academic detailing).
2. Training for health care providers regarding safe and responsible opioid prescribing, dosing, and tapering patients off opioids.
3. Continuing Medical Education (CME) on appropriate prescribing of opioids.
4. Providing Support for non-opioid pain treatment alternatives, including training providers to offer or refer to multi-modal, evidence-informed treatment of pain.
5. Supporting enhancements or improvements to Prescription Drug Monitoring Programs ("PDMPs"), including, but not limited to, improvements that:

1. Increase the number of prescribers using PDMPs;
2. Improve point-of-care decision-making by increasing the quantity, quality, or format of data available to prescribers using PDMPs, by improving the interface that prescribers use to access PDMP data, or both; or
3. Enable states to use PDMP data in support of surveillance or intervention strategies, including MAT referrals and follow-up for individuals identified within PDMP data as likely to experience OUD in a manner that complies with all relevant privacy and security laws and rules.
6. Ensuring PDMPs incorporate available overdose/naloxone deployment data, including the United States Department of Transportation's Emergency Medical Technician overdose database in a manner that complies with all relevant privacy and security laws and rules.
7. Increasing electronic prescribing to prevent diversion or forgery.
8. Educating dispensers on appropriate opioid dispensing.

**G. PREVENT MISUSE OF OPIOIDS**

Support efforts to discourage or prevent misuse of opioids through evidence-based or evidence-informed programs or strategies that may include, but are not limited to, the following:

1. Funding media campaigns to prevent opioid misuse.
2. Corrective advertising or affirmative public education campaigns based on evidence.
3. Public education relating to drug disposal.
4. Drug take-back disposal or destruction programs.
5. Funding community anti-drug coalitions that engage in drug prevention efforts.
6. Supporting community coalitions in implementing evidence-informed prevention, such as reduced social access and physical access, stigma reduction—including staffing, educational campaigns, support for people in treatment or recovery, or training of coalitions in evidence-informed implementation, including the Strategic Prevention Framework developed by the U.S. Substance Abuse and Mental Health Services Administration (“SAMHSA”).
7. Engaging non-profits and faith-based communities as systems to support prevention.

8. Funding evidence-based prevention programs in schools or evidence-informed school and community education programs and campaigns for students, families, school employees, school athletic programs, parent-teacher and student associations, and others.
9. School-based or youth-focused programs or strategies that have demonstrated effectiveness in preventing drug misuse and seem likely to be effective in preventing the uptake and use of opioids.
10. Create or support community-based education or intervention services for families, youth, and adolescents at risk for OUD and any co-occurring SUD/MH conditions.
11. Support evidence-informed programs or curricula to address mental health needs of young people who may be at risk of misusing opioids or other drugs, including emotional modulation and resilience skills.
12. Support greater access to mental health services and supports for young people, including services and supports provided by school nurses, behavioral health workers or other school staff, to address mental health needs in young people that (when not properly addressed) increase the risk of opioid or another drug misuse.

**H. PREVENT OVERDOSE DEATHS AND OTHER HARMS (HARM REDUCTION)**

Support efforts to prevent or reduce overdose deaths or other opioid-related harms through evidence-based or evidence-informed programs or strategies that may include, but are not limited to, the following:

1. Increased availability and distribution of naloxone and other drugs that treat overdoses for first responders, overdose patients, individuals with OUD and their friends and family members, schools, community navigators and outreach workers, persons being released from jail or prison, or other members of the general public.
2. Public health entities providing free naloxone to anyone in the community.
3. Training and education regarding naloxone and other drugs that treat overdoses for first responders, overdose patients, patients taking opioids, families, schools, community support groups, and other members of the general public.
4. Enabling school nurses and other school staff to respond to opioid overdoses, and provide them with naloxone, training, and support.
5. Expanding, improving, or developing data tracking software and applications for overdoses/naloxone revivals.
6. Public education relating to emergency responses to overdoses.

7. Public education relating to immunity and Good Samaritan laws.
8. Educating first responders regarding the existence and operation of immunity and Good Samaritan laws.
9. Syringe service programs and other evidence-informed programs to reduce harms associated with intravenous drug use, including supplies, staffing, space, peer support services, referrals to treatment, fentanyl checking, connections to care, and the full range of harm reduction and treatment services provided by these programs.
10. Expanding access to testing and treatment for infectious diseases such as HIV and Hepatitis C resulting from intravenous opioid use.
11. Supporting mobile units that offer or provide referrals to harm reduction services, treatment, recovery supports, health care, or other appropriate services to persons that use opioids or persons with OUD and any co-occurring SUD/MH conditions.
12. Providing training in harm reduction strategies to health care providers, students, peer recovery coaches, recovery outreach specialists, or other professionals that provide care to persons who use opioids or persons with OUD and any co-occurring SUD/MH conditions.
13. Supporting screening for fentanyl in routine clinical toxicology testing.

PART THREE: OTHER STRATEGIES
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**I. FIRST RESPONDERS**

In addition to items in section C, D and H relating to first responders, support the following:

1. Education of law enforcement or other first responders regarding appropriate practices and precautions when dealing with fentanyl or other drugs.
2. Provision of wellness and support services for first responders and others who experience secondary trauma associated with opioid-related emergency events.

**J. LEADERSHIP, PLANNING AND COORDINATION**

Support efforts to provide leadership, planning, coordination, facilitations, training and technical assistance to abate the opioid epidemic through activities, programs, or strategies that may include, but are not limited to, the following:

1. Statewide, regional, local or community regional planning to identify root causes of addiction and overdose, goals for reducing harms related to the opioid epidemic, and areas and populations with the greatest needs for treatment



intervention services, and to support training and technical assistance and other strategies to abate the opioid epidemic described in this opioid abatement strategy list.

2. A dashboard to (a) share reports, recommendations, or plans to spend opioid settlement funds; (b) to show how opioid settlement funds have been spent; (c) to report program or strategy outcomes; or (d) to track, share or visualize key opioid- or health-related indicators and supports as identified through collaborative statewide, regional, local or community processes.
3. Invest in infrastructure or staffing at government or not-for-profit agencies to support collaborative, cross-system coordination with the purpose of preventing overprescribing, opioid misuse, or opioid overdoses, treating those with OUD and any co-occurring SUD/MH conditions, supporting them in treatment or recovery, connecting them to care, or implementing other strategies to abate the opioid epidemic described in this opioid abatement strategy list.
4. Provide resources to staff government oversight and management of opioid abatement programs.

#### **K. TRAINING**

In addition to the training referred to throughout this document, support training to abate the opioid epidemic through activities, programs, or strategies that may include, but are not limited to, those that:

1. Provide funding for staff training or networking programs and services to improve the capability of government, community, and not-for-profit entities to abate the opioid crisis.
2. Support infrastructure and staffing for collaborative cross-system coordination to prevent opioid misuse, prevent overdoses, and treat those with OUD and any co-occurring SUD/MH conditions, or implement other strategies to abate the opioid epidemic described in this opioid abatement strategy list (e.g., health care, primary care, pharmacies, PDMPs, etc.).

#### **L. RESEARCH**

Support opioid abatement research that may include, but is not limited to, the following:

1. Monitoring, surveillance, data collection and evaluation of programs and strategies described in this opioid abatement strategy list.
2. Research non-opioid treatment of chronic pain.
3. Research on improved service delivery for modalities such as SBIRT that demonstrate promising but mixed results in populations vulnerable to opioid use disorders.

4. Research on novel harm reduction and prevention efforts such as the provision of fentanyl test strips.
5. Research on innovative supply-side enforcement efforts such as improved detection of mail-based delivery of synthetic opioids.
6. Expanded research on swift/certain/fair models to reduce and deter opioid misuse within criminal justice populations that build upon promising approaches used to address other substances (e.g., Hawaii HOPE and Dakota 24/7).
7. Epidemiological surveillance of OUD-related behaviors in critical populations, including individuals entering the criminal justice system, including, but not limited to approaches modeled on the Arrestee Drug Abuse Monitoring ("ADAM") system.
8. Qualitative and quantitative research regarding public health risks and harm reduction opportunities within illicit drug markets, including surveys of market participants who sell or distribute illicit opioids.
9. Geospatial analysis of access barriers to MAT and their association with treatment engagement and treatment outcomes.

**Exhibit B to One Utah Opioid Settlement MOU  
County Allocations**

<b><u>County</u></b>	<b><u>Allocation Percentage</u></b>
Beaver	0.228%
Box Elder	1.464%
Cache	2.649%
Carbon	2.718%
Daggett	0.028%
Davis	8.695%
Duchesne	0.641%
Emery	0.938%
Garfield	0.147%
Grand	0.304%
Iron	1.622%
Juab	0.352%
Kane	0.439%
Millard	0.355%
Morgan	0.216%
Piute	0.022%
Rich	0.061%
Salt Lake	42.271%
San Juan	0.249%
Sanpete	1.013%
Sevier	0.661%
Summit	0.944%
Tooele	2.233%
Uintah	0.866%
Utah	15.426%
Wasatch	0.601%
Washington	4.865%
Wayne	0.109%
Weber	9.883%

## **EXHIBIT A: UNIVERSAL MEMORANDUM**

## **EXHIBIT B: CONTRACTOR'S APPLICATION**

**Medication Assisted Treatment Therapist (\$150,000 includes salary and benefits)**

One full time therapist placed in the Weber Human Services' (WHS) Integrated Medical Clinic to help engage and motivate clients to not only participate in substance use medication assisted therapy (MAT), but to participate in individual and group therapy as well. WHS had approximately 380 clients participate in MAT last year, with 90 of those only participating in MAT (no individual or group therapy). In the future, WHS would like to work with the 80-100 individuals per year who choose to only be involved with MAT and motivate them to engage in other forms of treatment, such as individual and group therapy, to increase the likelihood of positive outcomes. These improved outcomes lead to lower recidivism rates and a more healthy and safe community.

Clients Served: 80-100 clients per year

This position qualifies in the MOU under Schedule B, Section A, and subsection 1: Expand availability of treatment for OUD and any co-occurring SUD/MH conditions, including all forms of medication assisted treatment approved by the US Food and Drug Administration.

**New Men's Treatment Facility (\$350,000 x 3 year—remainder may be paid out after year one if funds are available)**

Weber Human Services currently has men's and women's substance use residential facilities. The women's facility, Tranquility Home, has an attached treatment center. The men's facility, Stepping Stones, does not have a treatment center that is attached or on the same campus.

WHS has not identified a funding source to build a treatment center on the campus of Stepping Stones. If funding were provided, the treatment center would alleviate the need for transportation multiple times per day to other treatment facilities. WHS believes it would ensure more consistency, continuity of care, and better outcomes for the men who are participating in substance related residential treatment. These improved outcomes lead to lower recidivism rates and a more healthy and safe community.

Weber Human Services would cover the cost of furnishings, ongoing operational expenses, and staff for the treatment center (therapist, peer support, and case management).

Clients Served: 100 clients per year

This request qualifies in the MOU under Schedule B, Section B, and subsection 3: Provide counseling, peer support, recovery case management, and residential treatment with access to medications for those who need it, to persons with OUD and any co-occurring SUD/MH condition.

This request also qualifies in the MOU under Schedule B, Section D, and subsection 5: Provide evidenced informed treatment, including MAT, recovery support, harm reduction, or other appropriate services to individuals with OUD and co-occurring SUD/MH conditions who are

leaving jail or prison or have recently left jail or prison, are on probation or parole, are under community corrections supervision, or are in re-entry programs or facilities.



## **EXHIBIT C: REPORTING REQUIREMENTS**

**Effective 5/1/2024**

**26B-5-211 Administration of opioid litigation proceeds -- Requirements for governmental entities receiving opioid funds -- Reporting.**

- (1) As used in this section:
  - (a) "Office" means the Office of Substance Use and Mental Health within the department.
  - (b) "Opioid funds" means money received by the state or a political subdivision of the state as a result of any judgment, settlement, or compromise of claims pertaining to alleged violations of law related to the manufacture, marketing, distribution, or sale of opioids.
  - (c) "Restricted account" means the Opioid Litigation Proceeds Restricted Account created in Section 51-9-801.
- (2) Opioid funds may not be used to:
  - (a) reimburse expenditures that were incurred before the opioid funds were received by the governmental entity; or
  - (b) supplant or take the place of any funds that would otherwise have been expended for that purpose.
- (3) The office shall serve as the reporting entity to receive, compile, and submit any reports related to opioid funds that are required by law, contract, or other agreement.
- (4) The requirement described in Subsection (5) applies to:
  - (a) a recipient of opioid funds from the restricted account, in any year that opioid funds are received; and
  - (b) a political subdivision that received opioid funds.
- (5) A person described in Subsection (4) shall provide an annual report to the office, in a form and by a date established by the office, that includes:
  - (a) an accounting of all opioid funds that were received by the person in the year;
  - (b) the number of individuals served through programs funded by the opioid funds, including the individuals' age, gender, and other demographic factors reported in a de-identified manner;
  - (c) the measures that were used to determine whether the program funded by the opioid funds achieved the intended outcomes;
  - (d) if applicable, any information required to be submitted to the reporting entity under applicable law, contract, or other agreement; and
  - (e) the percentage of total funds received by the person in the year that the person used to promote the items under Subsections (6)(d)(i) through (vi).
- (6) On or before October 1 of each year, the office shall provide a written report that includes:
  - (a) the opening and closing balance of the restricted account for the previous fiscal year;
  - (b) the name of and amount received by each recipient of funds from the restricted account;
  - (c) a description of the intended use of each award, including the specific program, service, or resource funded, population served, and measures that the recipient used or will use to assess the impact of the award;
  - (d) the amount of funds expended to address each of the following items and the degree to which the department administered the program or subcontracted with a private entity:
    - (i) treatment services;
    - (ii) recovery support services;
    - (iii) prevention;
    - (iv) criminal justice;
    - (v) harm reduction; and
    - (vi) expanding any of the following services:
      - (A) housing;
      - (B) legal support;

- (C) education; and
  - (D) job training;
  - (e) a description of any finding or concern as to whether all opioid funds disbursed from the restricted account violated the prohibitions in Subsection (2) and, if applicable, complied with the requirements of a settlement agreement;
  - (f) the performance indicators and progress toward improving outcomes and reducing mortality and other harms related to substance use disorders; and
  - (g) administrative costs including indirect rates and direct service costs.
- (7) The office shall provide the information that is received, compiled, and submitted under this section:
- (a) to the Health and Human Services Interim Committee;
  - (b) to the Social Services Appropriations Subcommittee;
  - (c) if required under the terms of a settlement agreement under which opioid funds are received, to the administrator of the settlement agreement in accordance with the terms of the settlement agreement; and
  - (d) in a publicly accessible location on the department's website.
- (8) The office may make rules in accordance with Title 63G, Chapter 3, Utah Administrative Rulemaking Act, to implement this section.

Amended by Chapter 271, 2024 General Session