Lincoln County Opioid Abatement Governance Committee

Meeting Agenda

Lincoln County Courthouse, Libby

Tuesday, August 25, 2026, 10:00am

1. Call Meeting to Order
    a. Roll Call
2. Administrative Items
    a. New Committee Member Introduction: Chris Wilson, Shedding Skin Counseling
    b. Action Item: Approve July 15, 2026, Meeting Minutes
3. Public Comment
4. New Business
    a. Action Item: Appoint Chair, Vice Chair, and Secretary members
    b. Review available opioid abatement funding for allocation
5. Committee Member Discussion
    a. Priority funding areas or programs
    b. Application, evaluation, and reporting process
    c. Outcomes of proposals submitted prior to the creation of the Committee
    d. Next steps

Attached Documents:

- July 15, 2026, Meeting Minutes
- Committee Bylaws
- Exhibit E: List of Opioid Remediation Uses
- Montana Distributors' and Janssen Opioids Settlement Memorandum of Understanding (MOU)
- June 18th County Commissioner Meeting Written Public Comment
- Draft Notice of Funding Availability (NOFA)
- Draft Grant Application
- Draft Grant Review Criteria
- MACO Template Subrecipient Agreement
- Missoula CAO Memo on Use of Opioid Funds for Road Court-DUI Court Jan 2026

- ZOOM Login – Meeting ID: **5451478326** / Password: **59923**

Lincoln County Opioid Abatement Governance Committee

Meeting Minutes

Lincoln County Courthouse, Libby

Wednesday, July 15, 2026, 3:00pm

1. **Attendance**:
   Matthew Williams (Zoom), Marcia Boris, Wendy Drake, Alisha Barrows, and Kelcy Meyer
   Not present: Darren Short

2. **Discussion**:
   Discussion was held regarding the purpose and responsibilities of the Committee, including a brief overview of the distribution of opioid abatement funding from the State to individual counties. Kelcy shared information gathered from Sanders, Missoula, Gallatin, and Flathead counties regarding their respective county's funding allocation processes.

   The Committee discussed options for the recommended allocation of Lincoln County opioid abatement funds, with further discussion to continue at the August meeting. The Committee noted that opioid abatement funds are intended to supplement, rather than replace existing funding and that funding priorities should focus on initiatives that provide a sustainable, long-term benefit to the community.

   Discussion also included establishing funding priorities for programs that are already established, demonstrate sustainability, and support treatment and recovery initiatives. Adult Treatment Court and the Recovery First Drop-in Center were discussed as examples of programs that may align with these funding priorities.

3. **Documents Reviewed**:
   Committee By-laws, Exhibit E: List of Opioid Remediation Uses, June 18th County Commissioner Meeting Written Public Comment, Draft Notice of Funding Availability (NOFA), Draft Grant Application, and Draft Grant Review Criteria

4. **Next Steps**:
   a. The Committee still needs to identify a member who is an addiction/substance use provider and/or case manager. Kelcy will reach out to a provider from Eureka regarding their availability to serve on the Committee.
   b. The Committee will appoint a Chair, Vice-Chair, and Secretary.
   c. Wendy will provide the amount of funding currently available for allocation.
   d. Further discussion will be needed regarding the funding application, evaluation, and reporting processes.
   e. The Committee will be provided with information regarding funding proposals submitted prior to the creation of the Committee, including the outcomes of those proposals.

5. **Next Meeting Date**:
   Tuesday, August 25th at 10:00am

321492 BOOK: 415 RECORDS PAGE: 373 Pages: 3
STATE OF MONTANA LINCOLN COUNTY
RECORDED: 06/18/2026 8:34 KOI: BY LAWS
CORRINA BROWN CLERK AND RECORDER
FEE: $0.00 BY: Jessica Jones, Deputy
FOR:LINCOLN COUNTY BOARD OF COMMISSIONERS 512 CALIFORNIA AVE,

Bylaws of The Lincoln County Opioid Abatement

Governance Committee

Article I. Purpose

The Lincoln County Opioid Abatement Governance Committee, "Committee," is established to address the impact of opioid misuse and addiction in Lincoln County with oversight and distribution of funds received from the Janssen Opioids Settlement Agreement. The funds are to be used to abate and remediate opioid-related harms in the community through prevention, treatment, and recovery initiatives.

Article II. Goals of the Committee

1. Allocate funding for initiatives that qualify as core abatement strategies and/or approved uses in accordance with Exhibit E: List of Opioid Remediation Uses;
2. Prioritize funding initiatives through evidence-based and informed programs and strategies that have a direct, long-term benefit to the community;
3. Supplement rather than replace existing funding to strengthen local opioid-related resources for prevention and education, treatment, and recovery efforts;
4. Provide funding allocation recommendations to the Lincoln County Commissioners, "Commissioners;" and
5. Operate in a transparent manner in accordance with Montana constitutional and statutory open meeting and public records laws.

Article III. Membership

Section A.

The Lincoln County Commissioners shall have final determination on allocation of funding.

Section B. Committee Membership

1. The Committee shall convene to review proposed applications and recommend funding determinations to the Commissioners.
2. The Committee may include:
    a. County Administrator or designated county representative
    b. County Attorney or designated legal representative
    c. County Finance Officer
    d. County Sheriff's Office representative
    e. Public or Behavioral Health representative
    f. Addiction/substance use provider and/or case manager

g. Person with lived experience

3. Terms of Committee members shall be for two (2) years with the possibility of unrestricted renewal.
4. The Committee shall appoint a Chair, Vice-Chair, and Secretary by majority vote. Each term shall be for one (1) year with the possibility of unrestricted renewal. Committee Chair is responsible for facilitating the meetings. In the absence of the Chair from a meeting, the Vice-Chair shall facilitate the meeting. The Secretary is responsible for planning the meeting, including posting the agenda, and completing meeting minutes.

Section C. Conflict of Interest

Any Committee member who represents an organization, agency, program, or otherwise, that is applying for funds shall not vote on the application to the Commissioners.

Article IV. Governance and Meetings

1. The Committee shall meet on the third Wednesday in January, April, July, and October to review applications for funding recommendations. Additional meetings may be called by the Committee Chair.
2. The Committee shall provide recommended applications to the Commissioners for final funding determination.
3. Final funding determinations shall be added to the agenda of a regularly scheduled Lincoln County Commissioner meeting.

Article V. Funding Request and Determination

1. To be eligible for review, applications must be received at least fifteen (15) days prior to the Committee meeting date.
2. The Committee shall review applications to determine eligibility and to recommend initiatives that align with Article II: Goals of the Committee.
3. Applicants will be encouraged to give a presentation for the Committee at a designated quarterly meeting. Applicants selected for final funding determination shall give a presentation for the Commissioners at the designated County Commissioner meeting. Applicant presentations shall be added to appropriate meeting agendas.
4. The Committee and Commissioners shall have the opportunity to ask questions and engage in dialogue with applicants.
5. A recommendation of an application for funding shall be determined by Committee majority vote.
6. Final authority for funding shall be determined by Commissioners' majority vote.
7. Approved applicants shall be required to report back to the Committee on proposal progress, data, and funding expenditures as outlined in the award letter. The

Committee may require additional reporting timelines and measures from applicants as needed.

8. Approved applicants shall follow the Lincoln County Procurement Policy.
9. All funds received and used are subject to audit.
10. Any misappropriation or use of allocated funds outside of the application's intended purpose shall be paid back to the County by the applicant.

Article VII. Public Meetings

Meetings of the Committee shall be open to the public. Applications recommended by the Committee will be reviewed by the Commissioners and final funding determination will be decided during a regularly scheduled Lincoln County Commissioner meeting. All Montana constitutional and statutory open meeting and public records laws will be followed.

Article VIII. Amendments

The bylaws shall be reviewed annually. The bylaws may be amended at any regular meeting by majority vote or to reflect changes to the Montana Distributors' and Janssen Opioids Settlement Memorandum of Understanding (MOU) between Lincoln County and the State of Montana.

Date: 6/10/26

Marcia Boris
Lincoln County Attorney

Date: 6/17/26

Brent Teske
Lincoln County Commissioner Chair

Kelcy Meyer

Date: 6/10/2026

Kelcy Meyer
Lincoln County Health Department Representative

EXHIBIT E

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*").[14]

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.

[14] 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:[15]

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.

[15] 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 mediation 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 ("*PAARI*");

    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 ("*CTI*"), 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

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

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.

MONTANA DISTRIBUTORS' AND JANSSEN OPIOIDS SETTLEMENT MEMORANDUM OF UNDERSTANDING

("MOU")

WHEREAS the people of the State of Montana and its communities have been harmed by serious and substantial wrongdoing committed by certain entities within the Pharmaceutical Supply Chain; and,

WHEREAS the State of Montana, through the State's Attorney's Office of the Montana Attorney General, and certain litigating cities and counties, through their elected representatives and counsel, are separately engaged in litigation seeking to hold manufacturers, distributors, and others in the Pharmaceutical Supply Chain accountable for the harms caused by their wrongdoing; and,

WHEREAS the State of Montana and Montana's cities and counties (hereafter Local Governments) share a common desire to abate and remediate the impacts of that wrongdoing throughout the State of Montana and to maximize the resources devoted to combatting the opioid crisis; and,

WHEREAS researchers and clinicians in Montana and elsewhere have now built a substantial body of evidence demonstrating which opioid abatement strategies work and which do not and there are public health leaders in the State and at the local level with expertise in addiction and substance use available to guide determinations for the use of any settlement funds; and,

WHEREAS recently the State of Montana agreed to join a settlement agreement process (hereafter Settlement Agreements) which, if finalized, will resolve litigation against certain specific defendants in the Pharmaceutical Supply Chain, namely the opioid distributors McKesson Corporation, Cardinal Health,

Inc., and Amerisource Bergen Corporation and also Janssen and the related entities listed in the Section I. 32 of the Janssen Settlement Agreement[1] (hereafter the Opioid Settlement Defendants) for harms caused by their wrongdoing that require – with limited exception-- that all settlement funds be used for forward-looking remediation and abatement of opioid associated harms; and

WHEREAS maximum monetary payments available to the State of Montana and its Local Governments depend upon maximum Local Government participation in the Settlement Agreements and in this Memorandum of Understanding (MOU);

NOW THEREFORE the State of Montana and its Local Governments, subject to completing any additional documents needed to effectuate their agreement, enter into this MOU for the allocation, management, and use of the proceeds of the Settlement Agreements: (a) to develop a fair and transparent process for making decisions based on medical and scientific evidence concerning where and how to spend the funds from the Settlement Agreements to effectuate forward-looking abatement strategies and to supplement rather than replace existing spending; (b) to establish a dedicated Montana Abatement Trust with representation that reflects the public health expertise and diversity of affected communities when allocating settlement funds that meets the requirements of Section V.E.2d. of the Settlement Agreements; and (c) to provide a framework for equitable distribution of funds from the Settlement Agreements among all participating Local Governments within the

[1] "Janssen" means Johnson & Johnson, Janssen Pharmaceuticals, Inc., OrthoMcNeil-Janssen Pharmaceuticals, Inc., and Janssen Pharmaceutica, Inc.

State of Montana that agree to be bound by this MOU and forego pursuing separate litigation against any of the settling defendants named above.

A. DEFINITIONS AND DESCRIPTIONS

1. "The State" shall mean the State of Montana acting through the Attorney General.

2. "Participating Local Governments" shall mean any Montana county or city that has chosen to participate in this MOU and the Settlement Agreements, including execution of all documents required to effectuate the Settlement Agreements and this MOU.

3. "The Parties" shall mean the State of Montana and the Participating Local Governments.

4. "Settlement Agreements" shall mean the Distributor Settlement Agreement dated as of July 21, 2021, and the Janssen Settlement Agreement dated as of July 21, 2021.

5. "Settlement Funds" shall mean all monetary amounts obtained through the Settlement Agreements as defined herein, according to the allocation percentage to the State provided for in Section F of the Settlement Agreements, and as determined by the Settlement Fund Administrator.

6. The "Settlement Funds Administrator" shall mean the person or entity in I. MMM of the Definitions section of the Settlement Agreements chosen by the settling defendants and the national plaintiffs' enforcement committee to determine the proper allocation of funds from the Settlement Agreements to each

participating state and to manage the distribution of the Settlement Funds to all participating states.

7. "Opioid Remediation" as defined or referenced in the Settlement Agreements shall include care, treatment, and other forward-looking programs and expenditures for Approved Purposes, including: to (1) address the misuse and abuse of prescription opioid products, (2) treat or mitigate opioid misuse or related disorders, or (3) mitigate other injuries or harms resulting from the overprescribing of opioids, including diversion and the misuse or abuse of Fentanyl or Fentanyl-containing products or substances. Opioid Remediation efforts shall involve evidence-based strategies, programming, and services used to: expand the availability of treatment for individuals affected by opioid use or polysubstance use disorders; develop, promote, and provide opioid-related or polysubstance use prevention strategies; provide opioid-related or polysubstance use avoidance and awareness education; decrease the oversupply of licit and illicit opioids, including Fentanyl or products or substances containing Fentanyl; support recovery through addiction services performed by qualified and appropriately licensed providers of persons suffering from opioid-related use disorder, polysubstance abuse, or chronic-pain patients and others who suffer from or are at substantial risk of opioid abuse or dependency; and support for law enforcements addressing the impact of opioid-related substance abuse in the communities they serve, including misuse or illicit use of heroin and/or Fentanyl. Exhibit E in the Settlements Agreements provides a non-exhaustive list of expenditures that qualify as Opioid Remediation. Qualifying expenditures may include reasonably related administrative expenses.

8. "Approved Purposes" shall mean forward-looking strategies, programming, and services to abate the opioid epidemic as identified by the terms of the Settlement Agreements.

9. "Opioid Settlement Defendants" shall mean McKesson Corporation, Cardinal Health Inc., Amerisource Bergen Corporation, and Janssen and their related entities and affiliates as delineated in the Settlement Agreements.

B. MONTANA ABATEMENT REGIONS

1. Local and regional use of Opioid Settlement Funds shall be implemented through Abatement Regions and the Local Governments within those regions. The Abatement Regions shall comprise nine Metropolitan Abatement Regions—consisting of the nine Montana counties with populations exceeding 30,000—and five Multi-County Abatement Regions—utilizing the five existing Health Planning Regions established by the Montana Department of Public Health and Human Services. *See* Montana Abatement Regions Map, attached as Exhibit A.

2. The Nine Metropolitan Regions having populations of 30,000 or more are Yellowstone, Missoula, Gallatin, Flathead, Cascade, Lewis & Clark, Silver Bow, Ravalli, and Lake Counties, provided they participate in this Agreement. Each of the nine Metropolitan Regions have consolidated city-county health departments with substantial public health expertise that can serve as the lead or co-lead agencies within their respective regions for administration and use of settlement funds.

3. The Multi-County Abatement Regions derived from the five existing Montana Department of Health and Human Services Health Planning Regions exclude any local governments not participating in this MOU and the Settlement Agreements. The five Multi-County Abatement Regions also exclude the nine Metropolitan Regions and all Local Governments within the nine Metropolitan Regions. *See* Exhibit A.

4. All the Metropolitan Regions that agree to the Settlement Agreements and this MOU as well as all the constituent Participating Local Governments comprising a Multi-County Abatement Region that have chosen to enter into this MOU and the Settlement Agreements shall be treated as Participating Abatement Regions. For the sake of clarification, any county or city listed in the MOU Abatement Region Allocation, attached as Exhibit B[2], within a Multi-County Region that does not enter into this MOU and the Settlement Agreements shall not be included in the Abatement Region where it is geographically located and shall not be entitled to receive any funds from the Settlement. Rather, the share(s) of the funds that a nonparticipating city or county would be allocated according to Exhibit B shall instead be allocated to the Abatement Trust.

C. THE MONTANA ABATEMENT TRUST

1. The Attorney General shall create a private, non-profit Abatement Trust ("Trust") with an Advisory Committee ("Committee"), as required by the Settlement Agreements for the purpose of receiving and disbursing Settlement Funds allocated to the Abatement Trust and to Participating Abatement Regions,

[2] Exhibit B of this MOU is comprised of the Montana Local Governments listed in Exhibit G of the Settlement Agreements.

Participating Local Governments and to the State of Montana for Opioid Remediation and Approved Purposes, which are to be distributed as set forth in this MOU, in the Settlement Agreements, and in the documents establishing the Trust.

2. The Trust shall be governed by the Advisory Committee consisting of ten voting members and an Executive Director appointed by the Attorney General who will only vote in the event of a tie.

3. The ten voting members of the Advisory Committee shall provide equal representation between the State and local governments as follows: three members chosen by the Metropolitan Regions, two members chosen by the Multi-County Regions, two members chosen by the Director of the Department of Health and Human Services (DPHHS), and three members chosen by the Attorney General.

4. At least one of the ten members of the Committee shall be a law-enforcement representative from the Montana Department of Justice's Division of Criminal Investigation (DCI) and/or Montana Highway Patrol (MHP). One of the ten members of the Advisory Committee may be, but is not required to be, a family member of a person who had or has suffered from opioid use disorder. All other Committee members must come from the fields of medicine, public health, mental health, or addiction.

5. Committee terms will be three years and initially staggered. Committee members may serve more than one term. In the first year, two members from the Metropolitan Regions and one member from the Multi-County Regions will have a one-year term, one member representing the Department of

Health and Human Services and one member representing the Attorney General will have two-year terms, and the remaining members will have three-year terms. Six members of the Committee shall constitute a quorum. Unless the Committee determines otherwise, the Metropolitan and Multi-County Abatement Regions shall determine for themselves how to choose their member representatives. No Committee member shall receive compensation but may be reimbursed for reasonable costs expended for work on the Committee.

6. To provide for health security and reduce expense, members of the Committee shall participate in meetings by telephone or video conference at least every three months, except, if feasible, one annual in-person meeting per year shall be set by consensus of the Committee. If a member of the Committee is unable to attend in-person or remotely, s/he may designate a proxy. A quorum exists if six members are voting in-person, remotely, or by proxy.

7. In all votes of the Committee, a measure shall pass if a quorum is present and the measure receives the affirmative votes from a majority of those Committee members voting. The Executive Director may vote to break a tie.

8. The Attorney General shall appoint the Executive Director at his/her discretion from a list of three candidates provided to the Attorney General by the Committee. If the Attorney General finds all three candidates to be unsatisfactory, the Attorney General may reject all three candidates and request that the Committee provide three new persons to select from.

9. In choosing candidates to be submitted to the Attorney General, with the exception of the one member who is a family member of a victim of the opioid

crisis, if applicable, and representative(s) from DCI and/or MHP, the Committee shall seek candidates with at least six years of experience in issues related to addiction, mental health, and/or public health and who have management experience in those fields.

10. The Executive Director shall serve as an *ex officio*, non-voting member of the Committee unless there is a tie vote, in which case the Executive Director may cast the tie breaking vote.

11. The Attorney General shall set a date for a first in-person meeting of the Committee. Once the Abatement Regions, the Attorney General, and the Director of the Department of Health and Human Services have designated their respective members of the Committee, the Attorney General shall designate an Interim Executive Director to conduct the meeting and other scheduled meetings until a permanent Executive Director can be named.

12. At the first meeting the Committee shall develop written guidelines for receiving input from the State of Montana, Abatement Regions, Local Governments**,** and others regarding how the opioid crisis is affecting their jurisdictions or communities and their respective abatement needs. These written guidelines shall provide procedures for Regions and Local Governments or communities to develop and submit proposals for distribution of funds from the Abatement Trust for Opioid Remediation programs for the Regions and/or throughout Montana.

13. The Committee shall draft its own bylaws or other governing documents, which must include appropriate conflict of interest and dispute

resolution provisions, in accordance with the terms of this MOU and Montana law. It shall not have rulemaking authority under Montana law. The Committee shall utilize the legal advice and assistance of the State's Attorney's Office and legal counsel for the Local Governments and Regions, who will work collaboratively to draft and finalize necessary bylaws, procedures and other governing documents with the goal of minimizing red tape and maximizing the efficient flow of funds to abate the opioid problem.

14. The Committee shall be responsible for accounting of all Opioid Funds it distributes. The Committee shall be responsible for releasing Opioid Funds in accordance with Approved Purposes, the Settlement Agreements, and this MOU and, with the help of the State's Attorney's Office and Local Government counsel, shall develop policies and procedures for the release and oversight of such funds.

15. The Committee may also require outcome related data from any Party or Local Government that receives Opioid Funds and may publish such outcome related data. In determining which outcome related data may be required, the Committee shall work with all Parties, Regions, and Local Governments to identify appropriate data sets and develop reasonable procedures for collecting such data sets so that the administrative burden does not outweigh the benefit of producing such outcome related data.

16. The Committee shall facilitate collaboration between the State, Regions, and Participating Local Governments regarding sharing information related to abating the opioid crisis in Montana.

D. ALLOCATION OF AND USE OF SETTLEMENT PAYMENTS TO THE STATE

1. According to the terms of the Settlement Agreements, when all requirements of the Settlement Agreements have been met to allow direct payments of Settlement Funds to the State of Montana, Local Governments, and Abatement Regions the Settlement Fund Administrator will determine the total amount of Settlement Funds to allocate and pay to the State of Montana, including base payments and incentive payments.

2. The funds from the Settlement Agreements for the State of Montana shall be direct-deposited into three separate funds: the State of Montana Fund, the Abatement Trust, and the Local Government Fund.

3. Of the total paid to the State of Montana, including incentive payments:

   a. Fifteen percent (15%) shall be allocated to directly to the State of Montana Fund;

   b. Seventy percent (70%) shall be allocated directly to the Abatement Trust, from which funds may be disbursed from the Trust, with approval of the Advisory Committee, for Opioid Remediation at the State, Regional, or Local Government levels; and,

   c. Fifteen percent (15%) shall be allocated directly to the Local Government Fund.

4. The Settlement Funds allocated to the State of Montana Fund shall be used by the State for Approved Purposes as determined by a separate committee

made up of representatives from the Attorney General and the Montana Department of Health and Human Services.

5. The Settlement Funds allocated to the Abatement Trust shall be paid into the Abatement Trust for Approved Purposes administered by the Advisory Committee and Executive Director as described herein.

6. The Abatement Trust, administered by the Advisory Committee, shall be designated the lead single point of contact for Montana's communications with the Settlement Fund Administrator. As lead agency it shall have primary responsibility for evaluating and distributing funds for evidence based Opioid Remediation proposals and programs for opioid-related substance abuse disorder services.

7. Of the amount apportioned to the Abatement Trust for Opioid Remediation as outlined in 3(b) above, eighty percent (80%) shall be allocated to the Participating Abatement Regions according to the Subdivision Allocation Percentages in Exhibit B, on the assumption that all Subdivisions within each region become Participating Subdivisions. The allocation of 80% of the Abatement Trust to the Participating Abatement Regions, however, does not change the calculation of attorneys' fees for Outside Counsel for Local Governments described in Section E below. That calculation, which is set forth in the Settlement Agreements Exhibit R, is based on dividing and allocating the total settlement funds received by the State, half to the State and half to Local Governments. Attorneys' fees are then calculated by multiplying the Local Government half

times the allocation percentage in Exhibit B to determine amount allocated to their respective Local Governments upon which the attorneys' fees is based.

8. Amounts apportioned to the Local Government Fund shall be distributed to Participating Local Governments included on Exhibit B per the Subdivision or Local Government Allocation Percentage listed in Exhibit B. No Non-Participating Local Government will receive any amount from the Settlement Funds allocated to the State of Montana, regardless of whether such Local Government is included on Exhibit B. Rather, any funds allocated to the Local Government Fund for Non-Participating Local Governments shall be transferred to the Abatement Trust for Approved Purposes by the Region in which that Non-Participating Local Government is geographically located.

9. Each Abatement Region shall create its own governance structure for the administration, management, and use of Opioid Remediation funds to ensure all Participating Local Governments within that Region have input and equitable representation regarding regional Opioid Remediation administration and decisions, including representation on the Montana Opioid Abatement Trust Committee, and selection of projects to be funded from the Region's share. That governance structure shall include designation of a fiscal agent within the Region to receive and distribute Settlement Funds allocated to it.

10. All Participating Abatement Regions shall have the responsibility to make decisions about planning, budgeting, and disbursement of funds for projects that will equitably and appropriately serve the needs of the entire Region and be

consistent with this MOU and the Settlement Agreements' definition and description of appropriate Opioid Remediation and Approved Purposes.

11. The Trust Committee and all the Regions shall be guided by the recognition that budgeting for operating expenditures should be conservative and carefully limited to ensure that the maximum funds are preserved for forward-looking abatement of the opioid epidemic and the prevention of future opioid-related addiction and substance misuse. In recognition of these core principles, the Committee and the Regions shall endeavor to assure the funds are disbursed only to support evidence-based Opioid Remediation for opioid-related substance abuse/misuse abatement, education, and prevention efforts as described in detail in this MOU and the Settlement Agreements.

12. Funds from the Abatement Trust may also be expended by the Trust for statewide programs, innovation, research, and education. Any statewide programs funded from the Trust would be only as directed by an affirmative majority vote of the Committee. Expenditures for these purposes may also be funded by the Trust with funds received from either the State of Montana's share (as directed by the Attorney General in consultation with DPHHS) or from sources other than Opioid Settlement Funds as provided for below.

13. Participating Abatement Regions may collaborate with other Participating Abatement Regions to submit joint proposals to be paid for from the Regional Shares of two or more Participating Abatement Regions for the use of those Regions.

14. Disbursements for proposed Opioid Remediation programs and services to Participating Abatement Regions shall be reviewed by the Committee to determine whether the proposed disbursements meet the criteria for Opioid Remediation and Approved Purposes.

15. The Trust and any entities receiving Opioid Remediation funds shall operate in a transparent manner. Meetings shall follow Montana constitutional and statutory law and be open and all documents shall be public to the same extent they would be if the Trust were a public, governmental entity. All operations of the Trust and all entities receiving Trust Funds shall, with respect to the receipt and use of such funds, be subject to audit. The bylaws of the Trust regarding governance of the Committee, as adopted by the Committee, may clarify any other provisions in this MOU, except this subsection. Rather, the substantive portion of this subsection shall be restated in the bylaws.

16. The Trust's financial resources shall be invested through the Montana Board of Investments to assure the Trust's investments are appropriate, prudent, and consistent with best practices for investments of public funds. The investment policy shall be designed to meet the Trust's long-term and short-term goals.

17. Any other matter concerning the allocation, management, and use of Settlement Funds from the Settlement Agreements not covered by this MOU, shall be controlled by the terms of the Settlement Agreements.

E. ATTORNEYS' FEES AND COSTS

1. The Settlement Agreements each provide very substantial separate funds for payment of fees for both outside counsel for litigating local

governments and outside counsel for litigating states such as Montana. If any Settlement is insufficient to cover the fee obligations owed to outside counsel representing the State of Montana and to outside counsel representing Local Governments (collectively, "Outside Counsel"), the deficiencies may be covered as set forth in further detail below.

2. Regarding attorneys' fees for local governments that filed suit, United States District Judge Dan Polster who is responsible for the MultiDistrict Litigation (MDL 2804*) IN RE: NATIONAL PRESCRIPTION OPIATE LITIGATION,* on August 6, 2021 (Docket No. 3804) notified:

> … all eligible participants to the July 21, 2021 Settlement Agreements, and … their private counsel, that a contingent fee in excess of 15% of the participant's award under the Settlement Agreements is presumptively unreasonable. Accordingly, the Court caps all applicable contingent fee agreements at 15%.

3. As such, total attorney fees to outside counsel collected from the Settlement Agreement attorney fee funds and the Montana Back Stop shall be capped at a 15% contingency fee of the amount allocated to their respective governmental entities.

4. Fees claimed and collected for common benefit work under the Settlement Agreements shall be calculated pursuant to the specific requirements of Exhibit R to the Settlement Agreements and shall not be utilized to reduce fees otherwise recoverable from the Montana Attorney Fee Back Stop Fund.

5. The State of Montana and Litigating Local Governments shall first seek to have their attorneys' fees and expenses paid through the attorneys' fee funds created by the Settlement Agreements. The Local Governments litigating in

the MDL proceeding in the Northern District of Ohio, the Honorable Judge Dan Polster presiding, shall endeavor to obtain the maximum recovery from the Settlement Agreements attorney fee fund. In addition, as a means of covering any deficiencies in paying Outside Counsel, a supplemental Montana Attorney Fee Back-Stop Fund shall be established.

6. The Montana Attorney Fee Back-Stop Fund shall be funded by 5.5% of the total settlement funds paid to the State of Montana. The Mathematical Model described in Exhibit R of the Settlement Agreements for calculation of attorneys' fees provides that each Settling State shall attribute 50% of the settlement funds it receives to its Local Governments. Therefore, Fifty percent (50%) of the Montana Attorney Fee Back-Stop Fund shall be allocated to the Montana Attorney General's Back-Stop Sub-fund and fifty percent (50%) to the Litigating Local Government Attorney Fee Back Stop Sub-fund. The Attorney General's Fund shall shall be used in the Attorney General's sole discretion to (a) reimburse the State of Montana for opioid-related investigation and litigation costs; (b) offset the costs of the legal and administrative burdens imposed upon the Attorney General's Office by the Settlement Agreements as well as future settlements or disbursements by bankruptcy courts; and (3) for approved remediation or abatement purposes including, without limitation, the development of plans or projects whereby the State of Montana and the Local Governments may pool their respective recoveries and resources to fund efficient and effective statewide or regional abatement programs or strategies.

The remaining Fifty percent (50%) of the Montana Attorney Fee Back-Stop Fund shall be allocated to the Montana Litigating Local Governments' Attorney Fee Back-Stop Sub-fund for payment of Outside Counsel attorneys' fees incurred by Participating Local Governments. As provided above, fifty percent (50%) of the total settlements funds the State receives from these settlements shall be attributed to Local Governments. The amount upon which the fees for Litigating Local Government Attorneys shall be based is calculated by multiplying the fifty percent Local Government share of all settlement funds by the allocation percentage for each respective Litigating Local Governmentas listed in Exhibit B to this MOU.

7. Outside Counsel for Litigating Local Governments may apply to the Montana Attorney Fee Back-Stop Fund only after applying to any contingency fee fund created pursuant to the Settlement Agreements.

8. Subject to the 15% cap, above, Outside Counsel for Litigating Local Governments may apply to the Montana Attorney Fee Back-Stop Fund for only a shortfall, that is, the difference between what their fee agreements would entitle them to minus what they have already collected from any contingency fee fund created pursuant to the Settlement Agreements. Payments out of the Montana Litigating Local Governments' Attorney Fee Back-Stop Sub-fund shall be fairly allocated by a neutral committee consisting of one representative from each Litigating Local Government.

9. Any funds remaining in the Montana Litigating Local Governments' Attorney Fee Back-Stop Sub-fund in excess of the amounts needed to cover the

fees and litigation expenses to Outside Counsel for Litigating Local Governments shall revert to the allocations described in Section (D).

10. Payments to Outside Counsel shall be made from the Montana Attorney Fee Back-Stop Fund in the same percentages and over the same period of time as the national Contingency Fee Fund for each settlement. The Attorneys' Fees and Costs schedule for the Settling Distributors is listed in the Exhibit R §(II)(A)(1) of the Distributor Settlement Agreement. The Attorneys' Fees and Costs schedule for Janssen is listed in Exhibit R §(II)(A)(1) of the Janssen Settlement Agreement.

F. INSTRUCTIONS FOR SIGNING THIS MOU AND THE SIGN-ON FORMS.

You have already received a NOTICE relating to the Settlement Agreements. To join this MOU and to execute sign-on forms for the Settlement Agreement you must FIRST go to the national settlement website at **https://nationalopioidsettlement.com/** in order to register.

SECOND, once you are at the website please register your Local Government, county or city. Registration will only take a minute. This requires knowing who is authorized to sign-on the Settlements for your Local Government and an email address to which the sign-on form will be sent. With that information you can register your Local Government using the registration code

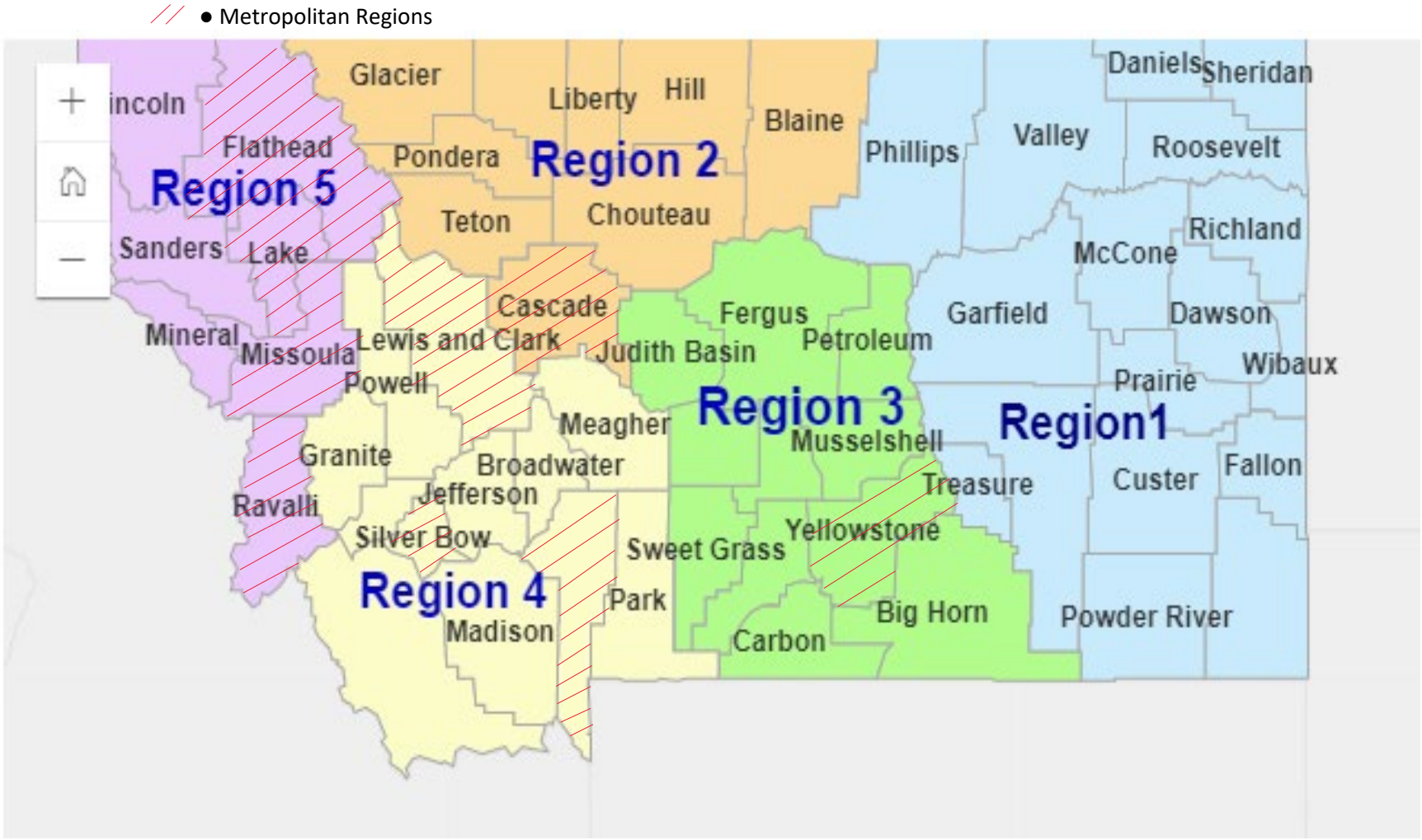
in the NOTICE you have received. If you do not register, your Local Government will not receive the sign-on form for the Settlements electronically.

DATED this 26th day of November, 2021.

MONTANA ATTORNEY GENERAL

Austin Knudsen
Montana Attorney General

Exhibit A
Montana Abatement Regions



MT1	Anaconda-Deer Lodge County, Montana	1.4480190514%
MT2	Beaverhead County, Montana	0.6841480225%
MT3	Big Horn County, Montana	0.8504903609%
MT4	Billings City, Montana	9.1331142413%
MT5	Blaine County, Montana	0.3691094337%
MT6	Bozeman City, Montana	2.0161886507%
MT7	Broadwater County, Montana	0.4143251264%
MT8	Butte-Silver Bow, Montana	5.6101260434%
MT9	Carbon County, Montana	0.7105360522%
MT10	Carter County, Montana	0.0374679104%
MT11	Cascade County, Montana	3.8993050480%
MT12	Chouteau County, Montana	0.4053063424%
MT13	Custer County, Montana	1.5139056450%
MT14	Daniels County, Montana	0.1787602908%
MT15	Dawson County, Montana	0.7800682133%
MT16	Fallon County, Montana	0.1543582011%
MT17	Fergus County, Montana	0.8667027669%
MT18	Flathead County, Montana	8.0141785369%
MT19	Gallatin County, Montana	4.0205572717%
MT20	Garfield County, Montana	0.0398838599%
MT21	Glacier County, Montana	1.5230709367%
MT22	Golden Valley County, Montana	0.0264303648%
MT23	Granite County, Montana	0.1831398237%
MT24	Great Falls City, Montana	4.3577779784%
MT25	Helena City, Montana	1.7360655042%
MT26	Hill County, Montana	1.8438532922%
MT27	Jefferson County, Montana	0.7770843087%
MT28	Judith Basin County, Montana	0.0614804228%
MT29	Kalispell City, Montana	2.4735432710%
MT30	Lake County, Montana	3.6175099064%
MT31	Lewis and Clark County, Montana	4.9326712334%
MT32	Liberty County, Montana	0.1210395973%
MT33	Lincoln County, Montana	2.1915597624%
MT34	Madison County, Montana	0.5498047673%
MT35	McCone County, Montana	0.0823035394%
MT36	Meagher County, Montana	0.0912086373%
MT37	Mineral County, Montana	0.7546909914%
MT38	Missoula City, Montana	4.4312558575%
MT39	Missoula County, Montana	8.0272833629%
MT40	Musselshell County, Montana	0.3895510594%
MT41	Park County, Montana	2.0831835653%
MT42	Petroleum County, Montana	0.0144742922%
MT43	Phillips County, Montana	0.2085622347%
MT44	Pondera County, Montana	0.4003873948%
MT45	Powder River County, Montana	0.1504386452%
MT46	Powell County, Montana	0.8872723490%
MT47	Prairie County, Montana	0.0572069653%
MT48	Ravalli County, Montana	3.6906819270%

MT49	Richland County, Montana	0.7541525281%
MT50	Roosevelt County, Montana	0.8182976782%
MT51	Rosebud County, Montana	0.5641981949%
MT52	Sanders County, Montana	1.0679134558%
MT53	Sheridan County, Montana	0.2700355225%
MT54	Stillwater County, Montana	0.5055604014%
MT55	Sweet Grass County, Montana	0.2836540766%
MT56	Teton County, Montana	0.5735903832%
MT57	Toole County, Montana	0.3258040487%
MT58	Treasure County, Montana	0.0226554138%
MT59	Valley County, Montana	0.5598291268%
MT60	Wheatland County, Montana	0.0720998508%
MT61	Wibaux County, Montana	0.0630373047%
MT62	Yellowstone County, Montana	7.3090889550%

Brent

6-17-2026

Lincoln County Commissioners,

I could not take off work this morning to come and make some suggestions in person regarding the By-Laws for Opioid Abatement Governance Committee. I hope you will consider the suggestions below. These would be additions to what you already have in place for Article V. Funding Requests.

Prior to approval of any funding request, applicants shall provide the following information and documentation:

1. Letters of support from community collaborators, partners, and other organizations involved in the proposed project.
2. Documentation demonstrating organizational capacity, including a list of employees and/or contractors who will be responsible for implementation of the project.
3. A financial sustainability plan describing how the project will continue beyond the grant funding period.
4. Evidence of successful completion of previous projects of similar scope, when applicable.
5. A clearly defined project plan with measurable objectives, realistic timelines, and anticipated outcomes.
6. A detailed budget specifying the intended use of funds. Budgets must be reviewed and approved by the Committee prior to award of funds. Material budget changes require Committee approval.
7. For nonprofit organizations and coalitions, documentation that the governing board and/or coalition membership has formally voted to submit the application and accepts responsibility for project implementation and sustainability. Meeting minutes reflecting such action shall be provided.
8. Funds awarded by the Committee shall not be used as matching funds for any other grant unless specifically authorized by the Committee.
9. Projects involving the hiring of personnel shall provide a hiring plan, including public posting of positions within the community and completion of background checks for employees funded through the award.
10. Prevention-related positions funded through the award shall have compensation reasonably aligned with applicable state salary ranges and industry standards.
11. Applicants shall describe how the proposed project addresses one or more of the six priority areas identified in the Montana Substance Use Disorder Strategic Plan: Partnerships, Prevention and Education, Monitoring, Treatment, Family and Community Resources, and Enforcement.
12. Applicants shall clearly identify which priority area(s) their project addresses and describe measurable outcomes associated with those areas.

13. The Committee shall consider all the above criteria when making funding determinations and may deny requests that fail to demonstrate capacity, sustainability, accountability, or alignment with Committee priorities.
14. MOU within their organization and community partners they would be working with.
15. Understanding that this is a grant or funding and not an offer for employment with the County.

I support the bylaws, but I believe the funding request and determination section is incomplete. Before approval, I would like the committee to consider adding criteria related to sustainability, community support, board accountability, hiring standards, budget approval, prior performance, and alignment with the Montana SUD Strategic Plan so that future funding decisions are transparent and consistent.

Thank you for the opportunity to submit this.

Respectfully,

Lincoln County Citizen

Former Lincoln County Substance Abuse Prevention Specialist

Kathleen Sheffield

Lincoln County Opioid Abatement Governance Committee

Notice of Funding Availability (NOFA)

Lincoln County is pleased to announce the availability of grant funding from the Janssen Opioid Settlement Agreement. This funding supports both existing and new programs focused on opioid use disorder (OUD) prevention, treatment and recovery. Lincoln County encourages all eligible departments, nonprofit partners, and community organizations to apply for this valuable funding opportunity.

Funding Details

- Up to _____ may be awarded
- One-time or multiple-year costs or projects may be aw
- Proposals must align

Application Requirements

- Complete the Lincoln County Opioid Abatement Grant Application available at _____
- Projects must align with one of the identified funding categories in accordance with Exhibit E List of Opioid Remediation Uses.
- Clear metrics for objectives and project success. (Scope of Work)
- Demonstrated financial stability to ensure project sustainability throughout the grant period. (Detailed Budget)
- Letter of Support/MOUs as required in grant application.
- Presentation to the Lincoln County Opioid Abatement Governance Committee and Lincoln County Commissioners.

Application Deadline

To be eligible for review, applications must be received at least fifteen (15) days prior to a Lincoln County Opioid Abatement Governance Committee meeting date. The Committee convenes on the third Wednesday in January, April, July, and October to review applications.

Submission Information

Applications must be submitted through the county website. For additional information, please visit the Lincoln County website or contact Matt Williams, County Administrator at _____

Once an application is received, applicants will be notified

Applications will be reviewed for funding recommendation at a regularly scheduled Lincoln County Opioid Abatement Governance Committee. The Committee will make funding

recommendations to the Lincoln County Commissioners. Final funding determinations will be made by the County Commissioners in a County Commissioner meeting.

Guidelines for Grant Proposal Selection

1. Local Relevance

- **Impact on Local Communities:**
    - The proposal should focus on or be relevant to Lincoln County. Preference is given to initiatives that directly benefit the residents, organizations, or local businesses within the county.
- **Local Partnerships:**
    - Proposals that include or are in collaboration with other organizations, community groups, or agencies are highly encouraged. Local involvement strengthens the project's ability to deliver sustainable outcomes and enhances community buy-in.

2. Financial Considerations

- **Length and Timing of the Ask:**
    - Proposals should clearly outline the length of funding required (e.g., one-time, annually, or multi-year commitment).
    - Indicate the timeline for fund usage, including specific objectives and outcomes, to ensure clarity on the project's lifespan and immediate impact.
- **Annual or Long-Term Funding Needs:**
    - Applicants should specify if the funding request is intended to be annually recurring or for a one-time grant.
    - Proposals that outline plans for sustainability beyond initial funding, with clear steps to ensure the project can continue after grant funds are exhausted, will be given priority.
- **Financial Sustainability:**
    - Proposals must present a budget, based on current balance and the long-term financial viability of the project.
    - Preference is given to projects that demonstrate a clear path to sustainability, showing how they will continue beyond the initial grant, including potential for alternative funding sources.

3. Delivery Method

- **Mode of Delivery:**
    - Proposals should outline the delivery method(s) for services. This includes whether the project will be carried out in person or through tele-service/remote means.
- **Tele-Service Considerations:**
    - If utilizing tele-services, applicants must describe the technology infrastructure in place to support the service. This includes communication tools, data security protocols, and accessibility for the community.
    - Partnerships with local agencies or other community-based organizations should be identified, showcasing how collaboration enhances the ability to serve the target population effectively.

4. Community Relevance & Impact

- **Existing Presence:**
    - Applicants should clarify if they are already operating within Lincoln and provide evidence of past or ongoing impact in the area.
- **New Entrants to Lincoln County:**
    - If the applicant is new to the county, they must provide a clear rationale for why they are expanding into Lincoln County, including how they plan to engage with the local community, build relationships, and adapt their services to meet the needs of the area.
    - New organizations should present plans for community integration and collaboration with existing local agencies to ensure successful outcomes.

5. Additional Considerations

- **Local Ownership and Community Buy-In:**
    - Proposals that include a strong element of community ownership, where local stakeholders play a role in decision-making, implementation, or oversight, will be prioritized.
    - Local letters of support are encouraged. This helps to understand the strengths of community partnerships and on the ground impacts.
- **Evaluation Metrics:**
    - Applicants should include a clear plan for how success will be measured. This could include quantifiable outcomes, feedback from local residents, or

other relevant indicators of community impact and how the information will be shared.

Lincoln County Opioid Abatement Funding Grant Application

Applicant Organization Information

Full Legal Organization Name:

_____

Organization Website:

_____

Address:

_____

Contact Person:

_____

Title:

_____

Phone:

_____

Email Address:

_____

Fiscal Agent Name:

_____

Fiscal Agent Email Address:

_____

Year Established:

_____

Total # of Staff:

_____

Total # of Volunteers:

_____

501(c)(3)? If yes, please attach the 501(c)(3) determination letter and Board of Director Organizational Chart.

(Drag and drop files here)

Application Overview

Project Name:

_____

About the Organization/Program. Give a brief description of the Organization/Program. Include the mission statement, services provided, and population served. (0/2000)

(Fillable box)

Check the category/categories the program fits into. You may select more than on option.

- Prevention
- Treatment
- Recovery

Exhibit E List of Opioid Remediation Uses. List the specific Schedule A and/or Schedule B strategies the program fits into. You may list more than one option. In detail, describe how the program fits into each strategy listed. (0/3000)

(Fillable box)

Proposal Request

New or Existing Program (select one)

- Funding is intended for a new program
- Funding is intended for a proposed supplement or expansion to a program

Total Organization Budget:

_____

Total Project Budget:

_____

Requested Amount:

_____

Type of funding requested?

- One-time
- Multi-year

Program Budget. How will the requested funds be allocated? Attach a detailed line-item budget breakdown for the program. If the funds are intended for a multi-year program, please specify the amount budgeted for each year. Each budget line-item should have a label and description of the use of funds. If funds are being utilized for staff salary, the line-item description needs to include salary amount, percentage of time employee will spend on project, any benefits being paid with funding, etc. If funds are being contracted out, a detailed breakdown of contracted services needs to be attached. If the program is awarded funding, be prepared to provide proof of funding expenditures, including but not limited to project staff timecards, operating budgets, receipts/paid invoices, etc.

(Drag and drop files here)

Source of funding. Does the program currently receive funding from another source? If yes, please explain in detail (i.e. amount, funding source, etc). Grant funding is intended for the creation or expansion of opioid prevention, treatment, and recovery projects. The money is NOT meant to replace or supplant existing funding. (0/2500)

(Fillable box)

Project Abstract

Project Description. Describe the measurable objectives of this project. Provide a detailed overview of the program, including its purpose, priorities, and intended results. Clearly identify how the project will abate and/or remediate opioid-related harms to the program's targeted population and to the community. (0/2500)

(Fillable box)

Specific Goals and Activities (Scope of Work). Itemize the specific goals and activities the program hopes to accomplish and how the program intends to meet the project objectives. Include who is responsible for leading the goals, measures or metrics to assess goal progress, and timelines. (0/3000)

(Fillable box)

Evaluation Method/ Data Source. Describe a detailed plan for evaluating the effectiveness of the project and measuring its impact on the target population. What method for evaluation will there be? What information will be collected or used to demonstrate the project objectives have been accomplished? (0/2500)

(Fillable box)

Awareness. Briefly describe what action the program plans to take to create awareness of the project in the community. (0/1500)

(Fillable box)

Additional Documents.
Please provide these additional documents:

1. Letters of Support/MOUs from other organizations/agencies involved in the proposed project (including other funding sources);
2. If contracting out services, current or projected contract/MOU between parties;
3. Scope of work or strategic plan (optional)

Lincoln County Opioid Abatement Governance Committee

Grants Review Criteria

Eligibility Criteria

If any boxes are marked no, proposal application may be denied or returned to applicant for revision and/or additional information.

1. Existing Funding and Support (Check box)
    - Purpose: Verifies whether the applicant already receives funding for the requested proposal from Lincoln County. If yes, ensure there is a letter of support from the funder included with the proposal application.
    - Explanation: This serves as a crucial validation step to identify duplicative funding and encourages accountability and fiduciary responsibility.
2. Alignment with Exhibit E (Check box)
    - Purpose: The Montana Distributors' and Janssen Opioids Settlement Memorandum of Understanding outlines qualifying abatement strategies and approved uses for funding. Proposal applications must meet at least one of the listed uses of opioid remediation in Exhibit E.
    - Explanation: This assures Lincoln County is funding initiatives that support the intended purpose of the settlement through evidence-based remediation for opioid-related substance abuse/misuse education, prevention, and treatment efforts.

Scored Criteria

1. Effectiveness
    - Purpose: Ensures the applicant described measurable objectives of the project with details related to the overview of the program, including its purpose, priorities, and intended results.
    - Scoring Guidance:
        - 5 Points: Proposal clearly identifies goals, activities, implementation processes, and timelines for how the project will abate and/or remediate opioid-related harms to the program's targeted population and to the community.
        - 2-4 Points: Proposal meets parts of this criterion.
        - 0–1 Points: Proposal is vague and does not effectively define measures tied to specific outcomes/intended results.

2. Evaluation Method/Data Source

- Purpose: Assesses the applicant's method for evaluating outcomes to demonstrate the project objectives have been accomplished.
- Scoring Guidance:
  - 5 points: Proposal includes well-defined evaluation methods to measure the project's success and impact.
  - 2-4 points: Proposal meets parts of this criterion.
  - 0-1 points: Proposal does not provide a method for collecting data, and/or the proposal does not have measurable outcomes.

3. Budget and Financial Sustainability

- Purpose: Focuses on the applicant's ability to fund and sustain the project while ensuring funding expenditure is appropriate and aligns with the list of opioid remediation uses.
- Scoring Guidance:
  - 5 points: Proposal has a detailed line-item budget breakdown for the program, including line-item labels and descriptions (if staff salary is included in the budget- includes salary, time allotted to project, fringe benefits, etc).
  - 2-4 points: Proposal meets parts of this criterion.
  - 0-1 points: Proposal does not provide a comprehensive budget, and/or the proposal does not demonstrate the ability to sustain the project.

Scoring Rubric

Criteria	Description	Points	Notes
Eligibility Criteria	Does the applicant receive funding for the project from another source? Is there an attached letter of support from funder?	Check box only	
Eligibility Criteria	Does the applicant meet at least one of the listed uses of opioid remediation in Exhibit E?	Check box only	
Effectiveness Criteria	Does the applicant clearly define the project and how proposed activities will be implemented? For example, is the project likely to achieve its goals and is the potential for sustainability realistic?	(0-5)	
Evaluation Method/ Data Source Criteria	Does the application detail an evaluation method for measuring the outcomes and impact of the project?	(0-5)	
Budget and Financial Sustainability Criteria	Does the applicant clearly outline and describe projected expenditures? Is there an attached itemized budget? Has the applicant been successful in implementing similar programs?	(0-5)	

SUBRECIPIENT AGREEMENT BETWEEN [COUNTY] COUNTY, MONTANA AND THE _____ REGARDING USE OF FUNDS FROM THE OPIOID SETTLEMENT

This Agreement (Agreement) entered into on the ____ day of _____, 20____(Effective Date) between [COUNTY] County, Montana, (County) and _____ (Subrecipient).

WHEREAS, the County has received Opioid Remediation Funds (Funds) from Settlement Agreements (Settlement Agreements) outlined in a Memorandum of Understanding (MOU) with the Attorney General, copies of which are attached to this Agreement; and

WHEREAS, the County wishes to engage the Subrecipient to assist the County in utilizing such Funds;

NOW, THEREFORE, it is agreed between the parties hereto that;

1. **DESCRIPTION OF PROJECT:** This agreement concerns the County providing Opioid Settlement Funds in the approximate amounts stated below to the Subrecipient for completion of [PROJECT TITLE] (Project). The Project concerns [PROJECT DESCRIPTION].

2. **RELATIONSHIP OF THE PARTIES:** The Funds are subject to the provisions of the Settlement Agreement. Some or all funds may be passed through the State of Montana and subject to oversight by the State of Montana. As such the subrecipient shall be held to the standard of the Settlement Agreement and assume liability for any deviation.

3. **USE OF FUNDS:** Subrecipient understands and agrees that the funds disbursed under this agreement may only be used in compliance with the Settlement Agreements. Subrecipient shall determine, prior to engaging in any project using this assistance that is has the institutional, managerial, and financial capability to ensure proper planning, management, and completion of such project. County and Subrecipient agree that the funds shall be used in accordance with the Project.

4. **DATE AND TERM:** This agreement will begin upon the date of signing of this agreement and ends 14 days after the subrecipient project manager sends a notice of completion to the County, but no later than [DATE] _____.

5. **PROJECTED DATES OF STAGES OF COMPLETION:**

6. **ESTIMATED TOTAL COSTS OF THE PROJECT:** The Subrecipient's Budget Line Items and Specific Project Details anticipate the following sources of funding for the Project:

7. **COUNTY PLEDGE OF OPIOID SETTLEMENT:** County has affirmed its pledge to commit $_____ of Funds minus any applicable fees, audit expenses, and other costs if any incurred by the County to the Subrecipient for the Project.

8. **CONSIDERATION:** County agrees to provide the Subrecipient with Funds in the amount of $_____ for the purpose of completing the Project as outlined above. In exchange, the Subrecipient agrees to complete the Project within the time limitations set forth in the Agreement while fully complying with all applicable local, state, and federal laws concerning the completion of the project, including but not limited to compliance with the terms defined in the Settlement Agreements.

9. **REPORTING:** As further consideration, Subrecipient agrees to comply with any reporting obligations required by County as they relate to this award. The Subrecipient agrees to provide to the County detailed invoices and proof of payment of all expenditures in statements accurately reflecting the costs, payments, and status of the Project, including but not limited to bills submitted to the Subrecipient for payment relating to the project and receipts showing the Subrecipient has paid the bills.

10. **MAINTENANCE OF AND ACCESS TO RECORDS:** Subrecipient shall maintain records and financial documents sufficient to demonstrate Compliance with the Single Audit Act. The County, or their authorized representatives, shall have the right of access to records (electronic and otherwise) of Subrecipient in order to conduct audits or other investigations. Records including but not limited to all invoices, bills, and other relevant documentation of grant expenditures shall be maintained by Subrecipient for a period of (10) years after all funds related to the Project have been expended. The Subrecipient shall cause proper and adequate books of records and accounting to be kept showing complete and correct entries of all receipts, disbursements, and other transactions relating to the Project. The Subrecipient agrees that the County may, at any reasonable time, audit all records, reports, and other documents, which the Subrecipient maintains under or in the course of this agreement to ensure compliance with this agreement. In addition, the County may require with reasonable cause and notice the Subrecipient to submit to an audit by a Certified Public Accountant or other person acceptable to the County, paid for by the Subrecipient. The Subrecipient shall submit a claim setting for the Project budgets, disbursements, and balances for the County funds and matching funding. Indirect costs will not be paid. The County may terminate this agreement upon any refusal of the Subrecipient to allow access to records necessary for the auditor or County to carry out the audit or analysis functions. On or before September 30, of each year that

the Project remains active before the Project is completed, the Subrecipient shall provide to the County an annual Project and Expenditure Report. The Subrecipient further agrees that if it is receiving $750,000 or more in federal funds within a fiscal year, the Subrecipient shall maintain complete, accurate, documented, and current accounting of all program funds received and expended in accordance with OMB Uniform Guidance rules and shall file and provide the County with a copy of a "Uniform Guidance Audit" (formally called a single audit or federal audit) in accordance with the OMB Uniform Guidance rules.

11. **COMPLIANCE WITH APPLICABLE LAW AND REGULATIONS:** Subrecipient shall conform with state and federal laws, regulations and statutes and tribal laws, rules, and ordinances. The Subrecipient also agrees to comply with all other applicable federal and state statutes, regulations, and executive orders, and the Subrecipient shall provide for such compliance by other parties in any agreements it enters into with other parties relating to this award.

12. **PROJECT FUNDING RECIPIENT RESPONSIBILITIES:** The Subrecipient has the primary responsibility for directing, supervising, monitoring, and coordinating the performance of all Project activities carried out under the terms of this agreement. The Subrecipient has not been hired by the County to perform any work for or on behalf of the County. The Subrecipient shall remain responsible for all work performed for the completion of the Project. In performing the Project, the Subrecipient is not an agent, employee, or independent contractor of the County. The agents, employees, cooperators and independent contractors associated with or hired by the Subrecipient relating to the Project are not agents, employees, cooperators, or independent contractors of the County. This agreement does not create a partnership, join venture, joint enterprise or joint undertaking of any sort between the Subrecipient, its agents, employees, cooperators, and independent contractors and the County for the Project.

13. **COMPLIANCE WITH SETTLEMENT AGREEMENTS AND MOU:** The Project is committed to the defined project outcomes, defined steps to achieve those outcomes, and defined remediations and approved purposes. The Project Goal must fall within the remediation standards and approved purposes of the MOU, which include: care, treatment, and other forward-looking programs and expenditures for Approved Purposes, including: to (1) address the misuse and abuse of prescription opioid products, (2) treat or mitigate opioid misuse or related disorders, or (3) mitigate other injuries or harms resulting from the overprescribing of opioids, including diversion and the misuse or abuse of Fentanyl or Fentanyl containing products or substances. Opioid Remediation efforts shall involve evidence-based strategies, programming, and services used to: expand the availability of treatment for individuals affected by opioid use or polysubstance use disorders; develop, promote, and provide opioid-related or polysubstance use prevention strategies; provide opioid-related or polysubstance use avoidance and awareness education; decrease the oversupply of licit and illicit opioids,

including Fentanyl or products or substances containing Fentanyl; support recovery through addiction services performed by qualified and appropriately licensed providers of persons suffering from opioid-related use disorder, polysubstance abuse, or chronic pain patients and others who suffer from or are at substantial risk of opioid abuse or dependency; and support for law enforcements addressing the impact of opioid related substance abuse in the communities they serve, including misuse or illicit use of heroin and/or Fentanyl. Exhibit E in the Settlements Agreements provides a non-exhaustive list of expenditures that qualify as Opioid Remediation. Qualifying expenditures may include reasonably related administrative expenses.

14. **MATCHING FUND GUIDELINES:** No matching funds are required but may be considered. Any pledged matching funds included in a request by the Subrecipient will be considered as a part of this agreement.

15. **PRE-AWARD COSTS:** Pre-award costs will not be paid with funding from this award.

16. **CONFLICTS OF INTEREST:** Subrecipient understands and agrees it must maintain a conflict of interest policy and that such conflict of interest policy is applicable to each activity funded under this award. Subrecipient must disclose in writing to the County, as appropriate, any potential conflict of interest affecting the awarded funds.

17. **REMEDIAL ACTIONS:** In the event of the Subrecipient's noncompliance with any provision of this agreement, other applicable agreements, County may impose additional conditions on the receipt of a subsequent tranche of future award funds, if any, or take other available remedies including previous payments may be subject to recoupment.

18. **HATCH ACT:** Subrecipient agrees that no funds provided, nor personnel employed under this Agreement shall be in any way or to any extent engaged in the conduct of political activities in violation of Chapter 15 of Title V of the U.S.C.

19. **FALSE STATEMENTS:** The Subrecipient understands that making false statements or claims in connection with this award is a violation of federal law and may result in criminal, civil, or administrative sanctions, including fines, imprisonment, civil damages and penalties, debarment from participating in federal awards or contracts, and/or any other remedy available by law.

20. **DISCLAIMER:** County expressly disclaims any and all responsibility or liability to the Subrecipient or third persons for the actions of Subrecipient or third persons resulting in death, bodily injury, property damages, or any other losses resulting in any way from the performance of this award or any other losses resulting in any way from the performance of this award or any contract, or subcontract under this award. The acceptance of this award by the Subrecipient does not in any way establish an agency relationship between the County and the Subrecipient.

21. **PROTECTIONS FOR WHISTLEBLOWERS:** In accordance with 41 U.S.C. § 4712, the Subrecipient shall not discharge, demote, or otherwise discriminate against an employee in reprisal for disclosing to any of the list of persons or entities provided below, information that the employee reasonably believes is evidence of gross mismanagement of a federal contract or grant, a gross waste of federal funds, an abuse of authority relating to a federal contract or grant, a substantial and specific danger to public health or safety, or a violation of law, rule, or regulation related to a federal contract (including the competition for or negotiation of a contract) or grant.

    The list of persons and entities referenced in the paragraph above includes the following: A member of Congress or a representative of a committee of Congress; An Inspector General; The Government Accountability Office; A Treasury employee responsible for contract or grant oversight or management; An authorized official of the Department of Justice or other law enforcement agency; A court or grand jury; or A management official or other employee of the Subrecipient, contractor, or subcontractor who has the responsibility to investigate, discover, or address misconduct.

    The Subrecipient shall inform its employees in writing of the rights and remedies provided under this section, in the predominant native language of the workforce.

22. **ADMINISTRATION:** For purposes of implementing the joint undertaking established by this Contract, the County and the Subrecipient hereby agree to coordinate with the Subrecipient's Project Contact Person. These individuals may meet on a regular basis during the term of the Project to provide for the efficient and effective implementation of this Project.

23. **MANAGEMENT OF REAL PROPERTY OR EQUIPMENT ACQUIRED:** The primary purpose of this Contract is to allow the County to delegate responsibility for the Subrecipient's Project to the Subrecipient and to define the procedures by which the County will disburse funds to pay the costs incurred as a result of these activities. In the event, subrecipient's facilities may be constructed or improved as described in the contract documents and described in Project, and the Subrecipient shall continue to own and operate those facilities.

24. **INDEMNIFICATION:** The Subrecipient shall protect, indemnify, defend, and save the County and its agents harmless from and against any and all claims, portions of claims, liabilities, demands, causes of actions, judgements, and settlements, including costs and reasonable attorney fees arising in favor of or asserted by any person or entity; on account of personal injury, death, or damage to real or personal property which is, or alleged to be the result, in whole or in part of any acts or omissions of the Subrecipient, its employees, agents, or independent contractors or the cooperating landowners, their employees, agents, or independent contractors, in connection with the Project described in this agreement; on account of the failure of the Subrecipient to perform under and comply with the scope of work and legal requirements of this document. The duty of the Subrecipient to defend is not contingent upon an admission or jury determination that the

Subrecipient or any cooperating landowner committed any negligent acts or engaged in any willful misconduct. The Subrecipient shall pay the reasonable costs and attorney fees incurred by the County in establishing its right to defense or indemnification provided herein.

25. **PAYMENT SCHEDULE:** The County anticipates receiving $_____ of Funds to be allocated toward this project. **If the County does not receive all of its anticipated Funds, the County is not obligated to provide funding to the Subrecipient.**

26. **ASSIGNMENTS:** The parties mutually agree that there will be no assignments, transfer, or other delegation of this agreement, nor any interest in this agreement, unless prior agreement has been stipulated elsewhere in this agreement or with the express written consent of both parties.

27. **MODIFICATIONS:** No letter, email, or other communication passing between the parties to the agreement concerning any matter during this agreement period shall be deemed a part of this agreement unless it is distinctly stated in such letter, email, or communication that it is to constitute part of this agreement, and such letter, email, or communication is attached as an Appendix to this agreement and is signed by the authorized representative of each of the parties to this agreement. This written agreement contains the entire agreement between the parties, and no statements, promises, or inducements made by either party or agents of either party, which are not contained in this writing shall be valid or binding. This agreement shall not be modified or otherwise altered without written agreement of both parties.

28. **SEVERABILITY:** It is agreed by the parties that if any term or provision of this agreement is held to be illegal or in conflict with any federal or Montana law, the validity of the remaining terms and provisions shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if this agreement did not contain the particular term or provision held to be invalid.

29. **TERMINATION:** The County may suspend or terminate this agreement if the Subrecipient materially fails to comply with any term herein or with applicable rules and regulations put forth for use of the Settlement Funds. Except as otherwise provided in this section, either party may terminate this agreement for failure of the other party to perform after giving thirty (30) days written notice by registered mail or personal delivery to the other party. The written notice must demand performance of the stated failure within a specified time period of not less than thirty (30) days. If the demanded performance is not completed within the specified time period, the termination is effective at the end of that specified time period.

    Except as provided in the sections entitled “Reporting, Record Keeping, and Audits” and “Failure to Comply”, in the event of termination, the Subrecipient shall be paid for the

work performed and the expenses incurred pursuant to this agreement through the date of termination.

30. **FAILURE TO COMPLY:** If the Subrecipient fails to comply with the terms and conditions of this agreement, or reasonable directives or orders issued by the County, the County may terminate this agreement pursuant to the section entitled "Termination", of the grant described herein, and the Subrecipient, at the option of the County, shall return to the County all grant funds previously awarded to the Subrecipient. In addition, the County may bring such legal action as may be necessary to enforce this agreement. In extraordinary cases, such as illness or acts of God, the County may waive compliance with specific terms of this agreement in the interests of completing the Project.

31. **APPLICABLE LAW AND VENUE:** This Agreement shall be governed by the laws of the State of Montana and any action to enforce any right or obligation shall be brought in the [State District Court] Judicial District, [County] County.

32. **DATE AND SIGNATURE:** The parties expressly intend that any verified and appropriate monies offered under this agreement and expended by the Subrecipient pertaining to the Project prior to the effective date of this agreement are to be compensated under the terms of this agreement. This agreement shall become effective upon the date of the last signature of all parties indicating acceptance and agreement to the terms and conditions.

We declare that we are legally capable of, and authorized to, enter into this binding agreement for the purpose of obtaining Funds through the County to be administered according to the terms and conditions of this agreement and other associated documents.

This Agreement entered on the Effective Date by:

Subrecipient of _____

BY:	_____	_____	_____
	Signature –	Printed Name	Date
BY:	_____	_____	_____
	Chair, _____County	Printed Name	Date
BY:	_____	_____	_____
	Project Contact Person	Printed Name	Date

COMMISSIONERS' OFFICE
Chris Lounsbury, Chief Administrative Officer

Mailing Address: 200 West Broadway
Physical Address:199 West Pine
Missoula, MT 59802

P: 406.258.4877 | F: 406.258.3943
E: clounsbury@missoulacounty.us

Missoula COUNTY

To: Finance Director
CC: Chief Financial Officer
From: Chief Administrative Officer
Subject: Authorization to Use Opioid Settlement Funds for ROAD Court Testing Device Account

Date: January 16, 2026

Purpose & Authorization

This memorandum authorizes the allocation of $15,000 from Missoula County's Opioid Settlement Funds to establish an account for the Justice Courts DUI (ROAD) Court. The account will be used to cover upfront costs for continuous testing devices required to meet the needs of the treatment court. Participants will reimburse these costs into the fund over time. The account may also be used for related expenses necessary to maintain program integrity.

Background & Public Health Rationale

Addressing opioid use within DUI treatment courts aligns with the intent of opioid settlement funds to reduce substance use disorders and improve community health. Polysubstance use, particularly alcohol combined with opioids, significantly increases the risk of impaired driving and overdose. By supporting continuous testing in ROAD Court, Missoula County is investing in evidence-based strategies that reduce recidivism and promote recovery.

Justification & Supporting Data

National data indicate that approximately 18% of drivers involved in fatal crashes tested positive for two or more substances, most commonly alcohol combined with drugs such as opioids (NHTSA, 2022). The CDC reports that nearly 50% of individuals with opioid use disorder also engage in risky alcohol use, increasing impaired driving risk (CDC, 2019). In Montana, over 40% of DUI offenders in treatment courts report using substances other than alcohol, including opioids (Montana DOJ, 2023), and opioids are present in 8–10% of DUI toxicology screens (Montana Highway Safety Plan, 2023). These figures demonstrate the strong linkage between

DUI-focused courts and opioid misuse, justifying the use of opioid settlement funds for this purpose.

Instructions for Finance

Please proceed with establishing the account and ensure that all expenditures comply with opioid settlement guidelines and ROAD Court program requirements.

References

- National Highway Traffic Safety Administration (2022). Alcohol and Drug Prevalence Among Seriously or Fatally Injured Road Users.
- Centers for Disease Control and Prevention (2019). Opioid Overdose and Polysubstance Use More than Half of People who Misuse Prescription Opioids also Binge Drink | CDC Archive.
- Montana Department of Justice (2022). Annual Report on Treatment Courts. 2023drugcourt-report.pdf
- Montana Highway Safety Plan (2023). https://dojmt.gov/wp-content/uploads/2023-FSD-Annual-Report.pdf

Recoverable Signature

X 

Chris Lounsbury
Chief Administrative Officer
Signed by: f00a4a34-e075-4152-a7f6-7a2e2a84e072