

COUNTY OF SUSSEX



*Clerk of the Board of County Commissioners
Sussex County Administrative Center
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Newton, NJ 07860
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*Christina Marks
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Linda Miller
Confidential Assistant/Clerk Pro Tem
Email: lmiller@sussex.nj.us*

November 14, 2024

Office of the Attorney General of New Jersey
Richard Hughes Justice Complex
25 Market Street
Trenton, NJ 08611

**RESOLUTION RE: ADOPTION OF THE REVISED COUNTY OF SUSSEX
OPIOID SETTLEMENT PLAN**

Dear Sir/Madam:

The above-captioned Resolution was adopted by the Sussex County Board of County Commissioners at its meeting held on November 13, 2024.

Enclosed please find a certified copy of the Resolution for your files. If I can be of further assistance, please do not hesitate to contact me.

Sincerely,

A handwritten signature in black ink, appearing to read "Christina Marks", with a long horizontal flourish extending to the right.

Christina Marks
Clerk of the Board/Confidential Aide
Sussex County
Board of County Commissioners

Encl.



**RESOLUTION RE: ADOPTION OF THE REVISED COUNTY OF SUSSEX
OPIOID SETTLEMENT PLAN**

WHEREAS, the ongoing opioid crisis in America has had a devastating effect on individuals and communities, including many here in Sussex County; and

WHEREAS, the County of Sussex is a party to class action lawsuits filed by state, local, and tribal governments, hospitals, individuals, and insurers, seeking damages against opioid manufacturers, distributors, and retailers in *In re National Prescription Opiate Litigation*, Case No. 17-md-02804, MDL No. 2804, in the District Court for the Northern District of Ohio; and

WHEREAS, nationwide settlement agreements have been reached to resolve the opioid litigation brought by the states and local subdivisions against the pharmaceutical manufacturers, distributors, and retailers, including McKesson, Cardinal Health, Amerisource, Janssen Pharmaceuticals, Inc. and its parent company Johnson & Johnson, CVS, Walgreens, Walmart, Allergan, Teva, and Mallinckrodt PLC and its subsidiaries; and

WHEREAS, the County of Sussex previously determined it was in their best interests to opt into the settlement agreements; and

WHEREAS, the County of Sussex entered into a Memorandum of Agreement Between the State of New Jersey and Local Governments on Opioid Litigation Recoveries to establish binding terms for the distribution and spending of funds from any National Opioid Litigation Resolution that is a settlement agreement and any National Opioid Litigation Resolution that is a bankruptcy plan; and

WHEREAS, as part of the settlements, the County of Sussex shall receive a minimum of \$127,917.37 per year for the next 18 years with additional agreements increasing the payments to a total of \$154,759.33 for 10 years; and

WHEREAS, a committee was established and convened to discuss and determine the most appropriate and best use of funds by the County of Sussex and such Committee developed the Opioid Settlement Fund Plan 2023-2025; and

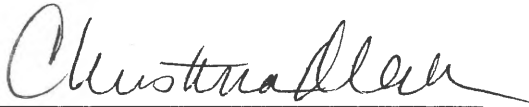
WHEREAS, the County Commissioners adopted the Opioid Settlement Fund Plan 2023-2025 at their meeting on August 9, 2023; and

WHEREAS, due to programmatic need, additional priority areas and project categories have been included in the revised Opioid Settlement Plan in order to allocate funding for impactful projects to abate and alleviate some of the detrimental effects of the opioid epidemic to Sussex County residents.

NOW, THEREFORE, BE IT RESOLVED that the Board of County Commissioners of the County of Sussex hereby adopts the revised Opioid Settlement Fund Plan; and

BE IT FURTHER RESOLVED that the Clerk of the Board of County Commissioners shall forward a copy of this Resolution to the Office of the Attorney General of New Jersey.

Certified as a true copy of the Resolution adopted by the Board on the 13th day of November, 2024.



Christina Marks, Clerk of the Board
Board of County Commissioners
County of Sussex, New Jersey

RECORD OF VOTE						
COMMISSIONER	AYE	NAY	ABST	ABS	MOVE	SEC
Carney	✓				✓	
DeGroot	✓					✓
Hayden	✓					
Schick	✓					
Space	✓					

ABST - Abstain

ABS - Absent

MOVE - Moved

SEC - Seconded

Sussex County Opioid Settlement Fund Plan

Background

In response to the severity of the opioid epidemic created, in large part by the pharmaceutical industry, the United States Attorney General's Office filed lawsuits which became class-action cases that included the federal, state, and local governments as plaintiffs. The legal actions sought to hold certain opioid manufacturers, distributors, and supply chain entities legally liable for the epidemic and to recover costs already incurred or expected to be incurred by plaintiff governments. The lawsuits have typically alleged that these companies initiated false and misleading marketing campaigns in the 1990s to increase opioid prescriptions by promoting certain improper pain management practices, understating the opioids' risk of addiction, and overstating their efficacy.

The County of Sussex in 2019, in response to the opioid legal actions being undertaken, retained legal representation and consultation services for the prosecution of its class-action claims against manufacturers of opioids and their intermediaries, divisions, subsidiaries, and agents for unfair and deceptive acts and other unlawful practices in connection with their marketing, promotion, distribution, advertising, and/or sale of addictive opioid drugs within Sussex County, New Jersey. The multidistrict litigation (MDL) was filed as *In re National Prescription Opiate Litigation*, Case No. 17-md-02804, MDL No. 2804, in the District Court for the Northern District of Ohio.

Signaling intention to settle in 2021, both the County of Sussex and State of New Jersey became parties to the nationwide settlement agreements in 2022 and 2023 with various pharmaceutical companies and distributors, including Johnson & Johnson, McKesson, Cardinal Health, AmerisourceBergen, Mallinckrodt PLC, Allergan, CVS, Teva, Walgreens, and Walmart. To effect the terms of the national settlements, a State-Subdivision Agreement was adopted by the State of New Jersey that required participating local governments to enter into Memorandums of Agreement (MOA) that established binding terms for the distribution and spending of funds from any National Opioid Litigation Resolution, that is a settlement agreement, and – at the sole discretion of the State – any National Opioid Litigation Resolution that is a bankruptcy plan.

New Jersey will receive at least \$1 billion that will be paid through 2038. The settlement proceeds shall be divided, with 50% directly to the State ("State Share") and 50% directly to the Participating Local Governments ("Local Government Share"), consisting of municipalities with populations of more than 10,000 and all 21 counties. The settlement agreements developed an allocation basis to allocate proceeds proportionately to where the opioid crisis has caused harm. The allocation takes into consideration the following data, adjusted for population, by state: (a) the amount of opioids shipped; (b) the number of opioid-related deaths that occurred; and (c) the number of people who suffered opioid use disorder. Additional adjustments were made to reflect the severity of impact because the oversupply of opioids had more damaging effects in some jurisdictions than in others. The County of Sussex's allocation of the Local Government Share is 1.2735318221%.

Sussex County's share of the settlement proceeds is projected to be at least \$7 million with payments being received through 2038. The County received its first payment of \$127,917.37 in August 2022 from the Distributor Settlement Agreement.

Disclaimer: The projected amount is preliminary and based upon calculations that the Settlement Fund Administrator has projected that the State(s) and/or Subdivision(s) may receive in future payment years pursuant to the Settlement Agreements *if all relevant facts and circumstances were to remain unchanged.*

Please be advised, however, that the relevant facts and circumstances, including but not limited to current levels of State and Subdivision participation, are subject to change and thus, there are no guarantees regarding the amounts or timing of any future payment(s).

Sussex County

Substance use continues to be an identified concern in the country and in Sussex County. The North Jersey Health Collaborative (NJHC) conducted a needs assessment that identified mental health/substance use disorders as one of five areas of concern for Sussex County. The Sussex County County-Wide Human Services Needs Assessment also identified Behavioral/Mental Health Services for Children and for Adults as two of the top four need areas in the county.

Since 2013, more than 350 Sussex County residents have experienced a fatal overdose. Additionally, due to the geographic distribution and rural makeup of the county, residents continue to experience persistent barriers when accessing life-saving services. In 2023, Sussex County had 23 overdose deaths. As per the New Jersey Substance Abuse Monitoring Program, in 2023, admissions for heroin and other opiates state wide were 39.7% and 29.9% in Sussex County. The introduction of Fentanyl and Xylazine has dramatically increased the number of non-fatal/fatal overdoses and deployments of Naloxone (Narcan) by both law enforcement personnel and EMS agencies.

In an effort to prevent fatal overdoses, the Sussex County Overdose Fatality Review Team (SCOFRT) was established by the Board of County Commissioners in 2019 to address the public health issues relating to substance use by identifying system gaps and the underlying causes of overdose fatalities, in addition to developing innovative jurisdiction-specific overdose prevention and intervention strategies to strengthen local responses. The project includes partnerships between; several Divisions of the Sussex County Department of Health and Human Services, the County Prosecutor and Sheriff's Office, the County Medical Examiner; in addition to numerous participating agencies. In 2023, all cases reviewed by SCOFRT were found to have Fentanyl in their toxicology exams and at least 40% had experienced a prior non-fatal overdose.

Administration and Oversight

Per Governor Philip D. Murphy's Executive Order #305, the New Jersey Department of Human Services (NJ DHS) will be the lead agency providing guidance and oversight to the entities that receive funds. The Attorney General of New Jersey has issued an MOA outlining the establishment of the fund, the distribution of the moneys and approved purposes for its use. The MOA also names the office that is responsible for the Alcoholism and Drug Abuse (A&D) Director and County Alcoholism & Drug Abuse Services ("Chapter 51") grant from the New Jersey Division of Mental Health & Addiction Services (DMHAS) to be the "lead agency responsible for consulting with an advisory council. The County Advisory Council will be comprised of members as outlined in the directive including but not limited to, a members with substance abuse treatment or prevention expertise, a representative of a behavioral health or substance abuse treatment provider, a member with personal substance use/addiction issues, the County Prosecutor or designee, and a representative of the County's governing body authorized to appropriate funds. The County's A&D Director may also be a member of the County Advisory Council.

The County Advisory Council can make input and recommendations on utilization of the funds utilizing the established guidelines on approved purchases and allowable expenses for the County and relevant municipalities. The County Advisory Council will meet based on programmatic need, at the discretion of the County. The members will be provided all relevant meeting information and materials as needed for all meetings.

The Division of Community & Youth Services, under the Department of Health & Human Services, is the cognizant County agency responsible for administration and oversight of the County's opioid settlement proceeds. The Division provides staff and administrative support to the County Advisory Council.

As the lead County agency, the Division will be responsible for:

1. Leading and managing the projects to successful execution;
2. Monitoring the projects' ongoing progress;
3. Preparing and submitting plans, reports and performance measurements;
4. Facilitating communication with partners including community stakeholders and internal staff;
5. Leading and managing the projects budgets' and work with fiscal officer(s) to ensure compliance and adherence to applicable county, state and/or federal guidelines;
6. Working with relevant awarded agencies to ensure timely programmatic reports, invoices, expenditure reports and any related required documentation is submitted; and
7. Completing requisitions and purchase order payments and all other relevant required duties.

The County reserves the right to utilize no more than 5% of its proceeds for allowable administrative expenses under the MOA with the State of New Jersey and for such purposes outlined in Schedule B, Part Three of Settlement Agreements' Exhibit E.

Plan Development and Implementation

Settlement proceeds must be used for the abatement of the opioid crisis by funding opioid or substance use disorder-related projects or programs. The County Advisory Council is tasked with assisting the Division of Community & Youth Services in planning, coordinating, and implementing the use of the opioid settlement funds.

The Settlement Agreements' Exhibit E has identified approved evidence-based or evidence-informed programs and strategies that are aimed at supporting treatment of opioid use disorder (OUD) and any co-occurring substance use disorder or mental health conditions (SUD/MH). The County Advisory Council will conduct needs assessments of the target populations, identifying service priorities to meet those needs, developing the programs and strategies to secure the needed services, and facilitating the access and coordination of services. The County Advisory Council will also recommend funding levels for the identified services.

The Division of Community & Youth Services will prepare resolutions and other items as necessary in order for the County Advisory Council's recommendations to be considered for action. The Division will also coordinate with the Office of Central Purchasing for the solicitation of services that are funded with settlement proceeds.

The Plan may be revised periodically in response to changes that may occur with the national Settlement Agreements, New Jersey's MOA on Opioid Litigation Recoveries, and/or Sussex County's use of settlement proceeds. Such revisions may be made through an **amendment** if the Plan itself is in need of modification or correction, through an **addendum** if there are changes in spending plans or advisory committee membership, or through an **exhibit** if there is modification to existing Plan exhibits or if supplementary ancillary documents are required to facilitate further understanding of the Plan.

The revisions, whether by amendment, addendum, or exhibit, will be required to have formal action taken by the Board of County Commissioners via resolution. Prior to Board action, the Advisory Committee will undertake its deliberative process and make recommendations to the Department of Health & Human Services for any revisions. The Department's staff will then prepare the resolution and other documents as may be necessary, for Board consideration. Changes to the Plan or its attachments can only be implemented through a duly adopted resolution by the Board.

The Plan, its attachments and addendums, will be published on the County's website.

Appropriation of Funds

The opioid settlement proceeds are treated by the County in a manner consistent with its grant funds. Proceeds will be appropriated, when required, either through the annual process of budget introduction and adoption or through amendment(s) to the County budget following its adoption per N.J.S.A. 40A:4-87. The latter is more commonly referred to as a “Chapter 159.”

In order to be responsive to the opioid abatement needs of the community, the County reserves the right, without limitations, to amend or modify any appropriation of opioid settlement proceeds. This includes, but is not limited to, increases or decreases in specific line-items, establishment of new line-items, and appropriating administrative expenses. Consistent with the MOA with the State of New Jersey, administrative expenses are not to exceed 5% of total opioid proceeds appropriated.

Reporting and Accountability

The Settlement Fund Administrator requires a semi-annual report for 6-month periods ending June 30 and December 31 to be made by the County on any use of settlement proceeds for purposes other than opioid remediation. Within 90 days of the end of the applicable period, the County must identify any amounts not used for opioid remediation purposes. A report is only required if the County received funds and used them for purposes other than opioid remediation. This applies to all Settlement Agreements with the exception of the National Opioid Abatement Trust II (“NOAT II”) Agreement concerning Mallinckrodt Pharmaceuticals plc.

The NOAT II Trustees require annual reporting on its settlement proceeds via its online portal. The report details for the preceding time period, respectively (i) the amount of NOAT II Funds received, (ii) the allocation of awards approved (indicating the recipient, the amount of the allocation, the program to be funded and disbursement terms), and (iii) the amounts disbursed on approved allocations.

Pursuant to the MOA with the State of New Jersey, annually, by September 1 of each year, the County is to provide to the New Jersey Department of Human Services an online report detailing for the preceding state fiscal year, in the manner and form prescribed by the State: (1) the amount of the County’s settlement proceeds received, (2) the allocation of any awards approved (listing the recipient, the amount awarded, the program to be funded, and disbursement terms), (3) the amounts disbursed on Approved Purposes, and (4) the amounts spent on administrative expenses.

The State’s online report includes sections requiring further detail information as follows:

1. Subdivision Information
 - a. Subdivision Contact Information;
 - b. Transfer status of opioid abatement funds;
 - c. Reporting total money amounts received to date and spent to date; and

- d. Reporting total money amount spent on administrative expenses.
- 2. Purpose Statement
 - a. Subdivision purpose and goals for abatement spending; and
 - b. Reporting all legal requirements are met (i.e., creating and convening county advisory councils).
- 3. General Subdivision Information
 - a. Public Input and feedback strategies efforts; and
 - b. Rationale for prioritizing use of funds in a given reporting year
- 4. Proposed Program Details
 - a. Demographic information including title, agency recipient name, primary problem being addressed and a brief program description;
 - b. Key dates and funding figures;
 - c. Identification of primary spending category in accordance with the settlement agreements; and
 - d. Program rationale and reasoning.

The expenditure of funds pursuant to the MOA shall be subject to oversight by the State Comptroller as provided by law.

Opioid settlement proceeds, both revenues and expenditures, are included in the County's annual report of audit, appearing in the audit's grant schedules and are subject to inspection and testing by the County's auditor.

The County is required to maintain, for a period of at least five (5) years, records of abatement expenditures and documents underlying those expenditures, so that it can be verified that funds are being or have been utilized in a manner consistent with the "Approved Purposes" definition. This requirement supersedes any shorter period of time specified in any applicable document retention or destruction policy. However, the County treats the settlement proceeds in a manner consistent with its grant funds, and therefore, records will be retained for a period of seven (7) years following the last year when settlement proceeds are received.

EXHIBIT 1

RESOLUTION RE: AUTHORIZING A PROFESSIONAL SERVICES AGREEMENT WITH CARELLA, BYRNE, CECCHI, OLSTEIN, BRODY & AGNELLO, P.C. TO PROVIDE LEGAL REPRESENTATION AND TO SERVE AS A LEGAL CONSULTANT TO THE COUNTY OF SUSSEX IN OPIOID LITIGATION AS ASSIGNED BY THE OFFICE OF THE SUSSEX COUNTY COUNSEL PURSUANT TO N.J.S.A. 40A:11-5(1)(a)(i)

WHEREAS, the County of Sussex desires to enter into an Agreement with Carella, Byrne, Cecchi, Olstein, Brody & Agnello, P.C. for the provision of legal representation and consulting to the County of Sussex; and

WHEREAS, the Agreement attached hereto provides for said legal representation and consulting to be performed in relation to prosecution of claims in a lawsuit brought against manufacturers of opioids and their intermediaries, divisions, subsidiaries, and agents for unfair and deceptive acts and other unlawful practices in connection with their marketing, promotion, distribution, advertising, and/or sale of addictive opioid drugs within the County of Sussex, New Jersey; and

WHEREAS, the firm Carella, Byrne, Cecchi, Olstein, Brody & Agnello, P.C. specializes in providing professional legal services; and is particularly qualified to provide the required services due to their legal competence and expertise in Opioid Litigation; and

WHEREAS, Carella, Byrne, Cecchi, Olstein, Brody & Agnello, P.C. has executed a certification, which is attached hereto and made a part hereof, that the business entity has not made a contribution that would bar the award of this Agreement, and the business entity will continue to report to the Election Law Enforcement Commission any contributions that would violate the Pay-to-Play Law N.J.S.A. 19:44A-20.4 et seq. during the term of this Agreement, and has listed political contributions made during the past twelve months as set forth in said certification; and

WHEREAS, the Local Public Contract's Law, N.J.S.A. 40A:11-5 et seq., requires that the Resolution authorizing the award of Agreement for professional services without competitive bids and the Agreement itself must be available for public inspection.

NOW, THEREFORE, BE IT RESOLVED by the Board of Chosen Freeholders of the County of Sussex that it hereby authorizes the Freeholder Director and Clerk of Board to execute the attached Agreement for professional services with Carella, Byrne, Cecchi, Olstein, Brody & Agnello, P.C. pursuant to N.J.S.A. 40A:11-5(1)(a)(i) for the purpose of providing legal services; and

BE IT FURTHER RESOLVED that this Agreement is being awarded without competitive bidding as a Professional Service in accordance with N.J.S.A. 40A:11-5(1)(a)(i) of the local contract's law because the Agreement is for services performed by

a person authorized by law to practice a recognized profession that is regulated by law; and

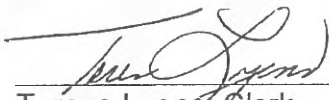
BE IT FURTHER RESOLVED that inasmuch as this Agreement is awarded without public bidding under the provisions of the local public contract laws as a Professional Service Agreement, notice of this award shall forthwith be published once in the New Jersey Herald following the passing of the Resolution as is required by law; and

BE IT FURTHER RESOLVED that a copy of this Resolution and a copy of the Agreement itself be made available at the office of the Clerk of the Board of Chosen Freeholders pursuant to the local public contract's law N.J.S.A. 40A:11-1 et seq.; and

BE IT FURTHER RESOLVED that this Agreement will be in effect from the date of the Agreement award for a twelve (12) month period; and

BE IT FURTHER RESOLVED that certified copies of this Resolution, along with the Agreement, be forwarded to Carella, Byrne, Cecchi, Olstein, Brody & Agnello, P.C., Attn: James E. Cecchi, 5 Becker Farm Road Roseland, N.J., 07068-1739.

Certified as a true copy of the Resolution adopted by the Board of Chosen Freeholders on the 15th day of May, 2019.



Teresa Lyons, Clerk
Board of Chosen Freeholders
County of Sussex, New Jersey

RECORD OF VOTE						
FREEHOLDER	AYE	NAY	ABST	ABS	MOVE	SEC
Fantasia						
Graham						
Hertzberg						
Petillo						
Yardlev						

ABST - Abstain
MOVE - Resolution Moved

ABS - Absent
SEC - Resolution Seconded

PROFESSIONAL SERVICES AGREEMENT

Between

CARELLA, BYRNE, CECCHI, OLSTEIN, BRODY & AGNELLO, P.C.

And

THE COUNTY OF SUSSEX

THIS AGREEMENT, entered into this 15th day of May, 2019 by and between the County of Sussex, a political subdivision of the State of New Jersey, with administrative offices at One Spring Street, Newton, New Jersey 07860, (hereinafter referred to as "County"), and Carella, Byrne, Cecchi, Olstein, Brody & Agnello, P.C., with administrative offices at 5 Becker Farm Road Roseland, N.J., 07068-1739, (hereinafter referred to as "Firm").

WITNESSETH

WHEREAS, there exists a need for counsel to provide legal representation and consultation for matters relating to prosecution of claims in a lawsuit brought against manufacturers of opioids and their intermediaries, divisions, subsidiaries, and agents (collectively "Defendants") for unfair and deceptive acts and other unlawful practices in connection with their marketing, promotion, distribution, advertising, and/or sale of addictive opioid drugs within the County of Sussex, New Jersey (referred to as the "Litigation"); and

WHEREAS, the County desires to effectuate an Agreement for Counsel for said representation in accordance with the needs of the County; and

WHEREAS, the Firm specializes in providing professional legal services; and is particularly qualified to provide the required services due to their legal competence and expertise.

This agreement shall be awarded to the Firm based on the merits and abilities of the Firm to provide the services as described herein. This Agreement shall not be awarded through a "fair and open process" pursuant to **N.J.S.A. 19:44A-20.4 et.seq.** As such, the Firm does hereby attest that it and its subsidiaries, assigns or principals controlling in excess of 10% of the company has neither made a contribution that is reportable pursuant to the Election Law Enforcement Commission pursuant to **N.J.S.A. 19:44A-8 or 19:44A-16**, in the one (1) year period preceding the award of this Agreement that would, pursuant to P.L. 2004, c 19, affect its eligibility to perform this Agreement, nor will it make a reportable contribution during the term of the Agreement to any political party committee in Sussex County if a member of that political party is serving in an elective public office of Sussex County when the agreement is awarded, or to any candidate committee of any person serving in elective public office of Sussex County when the Agreement is awarded. The Firm shall submit a list of political contributions made by it pursuant to **N.J.S.A. 19:44-20.26**. Prior to start of contract, the Firm must complete an Stockholder Disclosure Certification and a Certificate of

Compliance with the Campaign Contribution Law and forward the executed documents to the Office of Central Purchasing.

This Agreement shall be governed by the laws of the State of New Jersey. This Agreement and any additional or supplementary document or documents incorporated herein by specific reference contain all the terms and conditions agreed upon by the parties hereto, and no other agreements, oral or otherwise, regarding the subject matter of this Agreement or any part thereof shall have any validity or bind any of the parties hereto.

The County of Sussex intends to enter into this Agreement for Legal Services with the Firm, a knowledgeable and experienced firm of attorneys, for the purpose of providing representation in various general matters as described within the scope of services below for the Office of the Sussex County Counsel.

The County agrees to engage the Firm and the Firm hereby agrees to perform the services outlined herein in consideration of the mutual covenants, advantages and benefits running from each party to the other, the parties do hereby mutually covenant and agree to as follows:

1. SCOPE OF SERVICES

OVERVIEW

Pursuant to this Professional Services Agreement, the Firm agrees to represent the County in the Litigation on a contingency fee basis. In addition, the Firm will advance all costs and expenses that it deems necessary to prosecute the Litigation. If the Litigation settles or results in the creation of a fund for the class, the Firm will seek fees, costs, and expenses by application to the Court. If there is no recovery for the County, there will be no obligation on the County's part to pay any legal fees and the County will owe no costs or expenses incurred in connection with the Litigation.

I. FIRM'S DUTIES

A. Services

1. The Firm will undertake to provide legal services only on the Litigation. The Firm's obligations under this agreement terminate at the completion of the services indicated above or at the time of a termination of its representation, as provided in section 4 below.

2. This agreement does not cover appeals from court judgments. Legal services for appeals or any other matters not expressly indicated above are new matters.

3. The Firm may work with attorneys from other law firms on the Litigation. By signing this agreement, the County consents to such

consultation and co-counseling as may be needed in the Firm's judgment, subject to all terms and conditions of this Agreement.

4. All files and papers compiled by the Firm in connection with the Litigation constitute the work product of the Firm.

5. The Firm will provide conscientious, competent and diligent services at all times and will seek to maximize the recovery for the County. However, because of the uncertainty of legal proceedings, the interpretation of and changes in the law and many unknown factors, the Firm cannot and does not warrant, predict or guarantee results or the final outcome of the Litigation.

B. Communication

1. As required by the Rules of Professional Conduct, the Firm will communicate with the County to the extent reasonably necessary to permit the County to make informed decisions regarding the Litigation and to alert the County of important developments. The Firm will keep the County reasonably informed about the status of the Litigation and will promptly comply with the County's reasonable requests for information.

2. All documents provided to the Firm by the County will be returned to the County on request, but the Firm may make and keep copies of all documents.

3. All communications between the Firm's attorneys and the County will be kept confidential, consistent with the Rules of Professional Conduct.

I. COUNTY'S DUTIES

A. Cooperation

The County will cooperate fully with the Firm in the preparation and handling of the Litigation. Cooperation includes:

- answering questions asked by the Firm;
- providing all information and papers requested by the Firm;
- attending scheduled appointments;
- providing answers to interrogatories;
- appearing at depositions and hearings and testifying when requested by the Firm; and
- consulting with the Firm concerning potential settlement offers.

B. Communication

1. The County will respond to phone calls and correspondence from the Firm on a timely basis. The County will timely inform the Firm of all changes of County's address, telephone number, and contact information. The County will also notify the Firm of any significant developments that affect the County's case.

2. The County has retained the Firm to represent County and to act as an intermediary with opposing parties and their attorneys. Effective representation requires that County communicate with opposing parties and their attorneys only through the Firm. If an opposing party or attorney contacts County in person, by phone, by email or by letter, County will not communicate with them and will immediately notify the Firm.

2. PAYMENT

The Firm shall advance all expenses incurred during the Litigation. The County is not liable to pay any of the expenses in the Litigation, whether attorneys' fees or costs. Recovery of costs and other expenses is contingent upon a recovery being obtained. If no recovery is obtained, the County will owe nothing for costs and other expenses. In the event that an order is entered awarding costs and expenses in favor of defendant(s), the Firm will be responsible for such costs and expenses, not the County.

If there is a recovery in the Litigation, whether by settlement or judgment, the Firm shall be compensated via payment of a reasonable percentage of any recovery as approved by the Court, which amount shall include attorneys' fees plus reasonable disbursements in the Litigation. "Disbursements" shall include, but not be limited to, costs of travel, telephone, copying, fax transmission, depositions, investigators, messengers, mediation expenses, computer research fees, court fees, expert fees, other consultation fees and paralegal expenses. Any recovery in the Litigation shall first be used to reimburse disbursements.

In the event that the Litigation is resolved by settlement under terms involving any "in-kind" payment, such as stock, the contingent fee agreement shall apply to such "in-kind" payment.

The County acknowledges that, if the case results in the creation of a fund, the Firm will apply for a fee up to 35% of the fund created, in the sole discretion of the Firm, depending on the value of the recovery and the time, costs, and expenses devoted to this case, subject to Court approval.

3. TERM

The County desires to engage the Firm to represent the County of Sussex from the date of the Agreement award for a twelve (12) month period.

4. TERMINATION

A. Firm's Right to Withdraw

The Firm may close the County's case, withdraw from the case, move to substitute a new class representative or dismiss the case, as may be appropriate under the circumstances and as may be consistent with the Rules of Professional Conduct, if:

1. The Firm has completed the services it has agreed to provide or the Firm has reasonably determined that further representation would not benefit the County;
2. The County fails to satisfy any of the duties in Section II;
3. The Firm is not able to contact the County despite reasonable efforts;
4. The County directs the Firm to file any paper, or insists on advancing any claim or defense, which the Firm reasonably believes will subject the attorney to sanctions; or
5. The County refuses to obey a Court Order which the Firm has advised the County to obey.

B. Client's Right to Discharge the Firm

The County may request to withdraw from the case. If the County so requests, the Firm will comply with the County's request in a manner consistent with the Rules of Professional Conduct and based upon the circumstances and advancement of the case.

5. RECORDS RETENTION

The Firm shall, at such time and in such form as the County may require, furnish such periodic reports concerning the status of the projects, such statements, certificates, approvals and copies of proposed and executed documents and other information relative to matters as may be requested by the County. The Firm shall turn over to the County all documentation, worksheets, etc. utilized in completing tasks within the scope of work. All such documents shall be considered the property of the County. The Firm shall maintain full accurate records with respect to all matters covered under this Agreement. The County shall have free access at all proper times to such records, and the right to examine and audit the same and to make transcripts there from and to inspect all program data, documents, proceedings and activities. The County shall grant the access to all available information and staff pertinent to the execution of this Agreement.

6. CONFIDENTIALITY

The Firm agrees to hold all Confidential Information (as defined below) in strict confidence and shall not, without express prior written permission of the County, disclose any Confidential Information to third parties or use the Confidential information for any purpose other than to perform its obligations under this Agreement for the purpose set out within the scope of work. Confidential Information shall mean, without limitation, any idea, proposal, plan, information, procedure, technique, formula, practice, technology or method of operation, any written or oral information of a proprietary nature, and any intellectual property owned or licensed by the County. Confidential information does not include information in the public domain, in the Firm's possession prior to its receipt from the County, disclosed pursuant to operation of law.

7. ASSIGNMENT

Neither the County nor the Firm shall assign or transfer any rights under or interest in this Agreement (including, without limitation, moneys that may become due or moneys that are due) without the express written consent of the other. Unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under this Agreement. The County shall not be obligated or liable hereunder to any party other than the Firm.

8. INDEMNIFICATION

The Firm shall agree to defend, indemnify and hold harmless the County of Sussex its officers, agents, servants, and employees from and against all loss, liability, claim, action or expense, including reasonable attorney's fees, sustained by any person or persons, including but not limited to employees of the Firm, alleged to arise from or as a result of the work set forth in this proposal, whether such work is provided directly by the Firm or whether such work is provided by any employee, agent, Firm or sub-Firm of the Firm.

This duty to defend, indemnify and hold harmless shall extend to all activities that are undertaken in the context of the performance of the work set forth in this proposal, or which are in any way connected to such work and also includes any and all claims that may be asserted against the County of Sussex for failure to respond or act in a timely manner.

9. INDEPENDENT FIRM

The Firm shall be considered an independent Firm and nothing in this Agreement is intended nor shall be construed to create an employer/employee relationship, a joint venture relationship or partnership relationship. The Firm represents that he has, or will secure at his own expense, all personnel required in performing the services under this Agreement. Such personnel shall not be employees or have any contractual relationship with the County. All of the services required

hereunder will be performed by the Firm or under their supervision, and all personnel engaged in the work shall be fully qualified to perform such services.

10. INSURANCE

The Firm will procure and maintain, at its own expense, the following minimum levels of insurance:

- a. WORKER'S COMPENSATION AND EMPLOYER'S LIABILITY INSURANCE with limits of not less than \$1,000,000.00 will be maintained in full force during the life of this Agreement by the Firm covering all employees engaged in performance of this contract pursuant to N.J.S.A. 34:15-12(a) and N.J.A.C. 12-235-1.6.
- b. GENERAL LIABILITY INSURANCE with limits of not less than \$1,000,000.00 for Bodily Injury and Property Damage Liability each occurrence and \$2,000,000.00 General Aggregate will be maintained in full force during the life of the Agreement by the Firm. The policy will include Firm's protective liability insurance (also known as contingent liability insurance) with the same limits. In the event more than one insured is named in the policy, a CROSS LIABILITY endorsement will be included which provides that the employees of each of the named insureds are not excluded under the policy as respect to claims that are made against other named insured.
- c. AUTOMOBILE LIABILITY INSURANCE with limits of not less than \$1,000,000.00 Liability and Property Damage Liability Combined Single Limit, \$1,000,000.00 Uninsured Motorist and Underinsured Motorist, \$1,000,000.00 Owned, Hired and Non-owned Automobile, will be maintained in full force during the life of this Agreement by the Firm.
- d. PROFESSIONAL LIABILITY INSURANCE with the limits of not less than \$2,000,000.00 maintained in full force during the life of the Agreement by the Firm.

11. AFFIRMATIVE ACTION

AFFIRMATIVE ACTION P.L. 1975, C. 127 PROCUREMENT AND SERVICE:

MANDATORY EQUAL EMPLOYMENT OPPORTUNITY LANGUAGE
N.J.S.A. 10:5-31 et seq. (P.L. 1975, C. 127) N.J.A.C. 17:27

MANDATORY LANGUAGE FOR GOODS AND SERVICES, INCLUDING
PROFESSIONAL SERVICES (revised April 2010)

EXHIBIT A (attached hereto, 2 pages)

12. VENDOR PROCUREMENT PACKAGE

A properly executed vendor procurement package, including all relevant and required documentation, shall be completed and returned to the Office of Central Purchasing prior to the award of this Agreement (attached hereto)

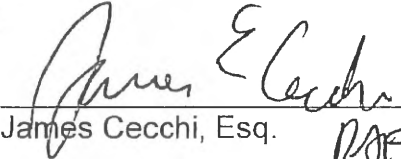
IN WITNESS WHEREOF, the County and the Firm have executed this Agreement as of this date first written above.

FOR SUSSEX COUNTY:

FOR CARELLA, BYRNE, CECCHI,
OLSTEIN, BRODY & AGNELLO, P.C.:



Herbert Yardley
Freeholder Director



James Cecchi, Esq. *POE*



Teresa Lyons
Clerk of the Board

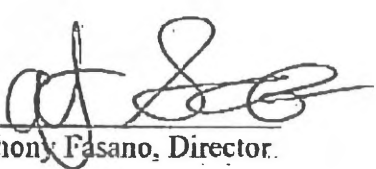
Clarifying Addendum to Retainer Agreement

The Special Masters having identified a potential ambiguity in the Retainer Agreement, it is hereby agreed that the Retainer Agreement provides that the Firm is entitled to the stated percentage in the Retainer Agreement of the Client's recovery, and not the overall gross fund created by any recovery. It is further understood that the stated contingency percentage or any other contingency percentage awarded by the Special Masters will be derived from the Contingent Fee Fund, and not the clients' recovery.

By: /s/ James E. Cecchi

Date:

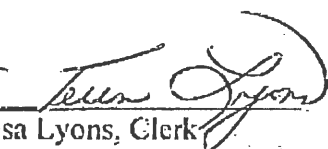
By:


Anthony Fasano, Director.

Date:

6.8.22

By:


Teresa Lyons, Clerk
Board of County Commissioners.

Date:

6.8.22

EXHIBIT 2

RESOLUTION RE: AUTHORIZING THE COUNTY OF SUSSEX AND COUNTY ADMINISTRATOR GREGORY V. POFF TO EXECUTE AN AUTHORIZATION OFFERING PRELIMINARY APPROVAL OF A SETTLEMENT IN THE NATIONAL OPIOID LAWSUIT, AND SUPPORT OF AN EQUAL DISTRIBUTION OF SETTLEMENT FUNDS WITH THE STATE OF NEW JERSEY AND PARTICIPATING LOCAL GOVERNMENT, INCLUDING THE COUNTY OF SUSSEX

WHEREAS, the ongoing opioid crisis in America has had a devastating effect on individuals and communities, including many here in Sussex County; and

WHEREAS, the County of Sussex is a party to a class action lawsuit filed by state, local, and tribal governments, hospitals, individuals, and insurers, seeking damages against opioid manufacturers, distributors, and retailers in *In re National Prescription Opiate Litigation*, Case No. 17-md-02804, MDL No. 2804, in the District Court for the Northern District of Ohio; and

WHEREAS, a settlement offer, approved by the State of New Jersey, been made which could provide \$26 billion to address the negative effects of the opioid crisis across the country; and

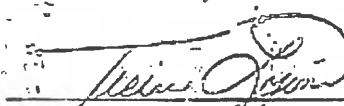
WHEREAS, negotiations are ongoing between the State of New Jersey and the various local government units concerning the distribution of New Jersey's share of the settlement monies; and

WHEREAS, the County of Sussex fully supports the current proposal to divide such settlement monies equally between the State and Participating Local Governments, including the County of Sussex, and subsequently allocate said monies according to formulas set forth in the proposed Settlement Agreements.

NOW, THEREFORE, BE IT RESOLVED by the Board of County Commissioners of the County of Sussex that County Administrator Gregory V. Poff, appointed representative of The County of Sussex, is hereby authorized to transmit Sussex County's preliminary intent to enter into the proposed settlement, and Sussex County's support of an equal distribution of the funds from that settlement, by executing an authorization to that affect; and

BE IT FURTHER RESOLVED that this Resolution does not in any way bind Sussex County to approve or reject any final offer of settlement or funding allocation formula in the above-listed suit.

Certified as a true copy of the
Resolution adopted by the
Board of County Commissioners
On the 9th day of November, 2021



Teresa Lyons, Clerk
Board of County Commissioners
County of Sussex

RECORD OF VOTE						
COMMISSIONER	AYE	NAY	ABST	ABS	MOVED	SEC
Carrico	✓					
Fantuzzi	✓					
Fasano				✓		
Petillo	✓				✓	
Yardley	✓					✓

ABST - Absent
MOVED - Resolution Moved

ABS - Absent
SEC - Resolution Recorded

EXHIBIT 3

RESOLUTION RE: AUTHORIZING THE COUNTY OF SUSSEX TO PARTICIPATE IN THE NATIONWIDE SETTLEMENT AGREEMENTS WITH JOHNSON & JOHNSON, MCKESSON, CARDINAL HEALTH, AND AMERISOURCEBERGEN TO RESOLVE CLAIMS INVOLVING THEIR ROLES IN THE COUNTRY'S OPIOID CRISIS

WHEREAS, the ongoing opioid crisis in America has had a devastating effect on individuals and communities, including many here in Sussex County; and

WHEREAS, the County of Sussex is a party to a class action lawsuit filed by state, local, and tribal governments, hospitals, individuals, and insurers, seeking damages against opioid manufacturers, distributors, and retailers in *In re National Prescription Opiate Litigation*, Case No. 17-md-02804, MDL No. 2804, in the District Court for the Northern District of Ohio; and

WHEREAS, on August 20, 2021, Acting Attorney General Andrew J. Bruck announced that New Jersey intends to join nationwide settlement agreements with New Jersey based pharmaceutical company Johnson & Johnson and the United States' three largest pharmaceutical distributors, McKesson, Cardinal Health and AmerisourceBergen, to resolve claims involving their roles in fomenting the country's opioid crisis; and

WHEREAS, participation in the nationwide settlements will not only hold the companies financially accountable by requiring payments of as much as \$26 billion; the settlements will provide funding to support programs that address the opioid epidemic in New Jersey and across the country, and will require significant changes in the pharmaceutical industry aimed at preventing similar crises in the future; and

WHEREAS, the proposed settlements provide:

"the Distributors to pay up to \$21 billion over 18 years and Janssen to pay up to \$5 billion over no more than 9 years, for a total of \$26 billion (the "Settlement Amount"). Of the Settlement Amount, approximately \$22.7 billion is earmarked for use by participating states and subdivisions to remediate and abate the impacts of the opioid crisis. The Settlements also contain injunctive relief provisions governing the opioid marketing, sale and distribution practices at the heart of the states' and subdivisions' lawsuits and further require the Distributors to implement additional safeguards to prevent diversion of prescription opioids;" and

WHEREAS, participation by a significant number of states, county, and municipal governments nationwide must agree to the proposed terms in order for the settlements to take effect; and

WHEREAS, provided enough states opt to participate in the settlements, their subdivisions will have through January 2, 2022 to join; and

WHEREAS, the County's share in the settlement funds will ultimately depend on the number of counties and municipalities that opt-in, population of each participating county and municipality, and effects of the opioid epidemic on each participating community; and


WHEREAS, it is in the best interests of the County and its residents to participate and join in the settlement agreements in order to hold these companies financially accountable for the ongoing opioid crisis and to implement the necessary changes to prevent such a crisis from happening again in the near future;

NOW, THEREFORE, BE IT RESOLVED by the Board of County Commissioners of the County of Sussex that County Administrator Gregory V. Poff is authorized to sign any documents necessary in order to join the settlement agreements with Johnson & Johnson, McKesson, Cardinal Health and AmerisourceBergen to resolve claims involving their participation in the opioid crisis.

BE IT FURTHER RESOLVED that upon effectuation of the settlement agreement, the County of Sussex agrees to dismiss its claims against the settling parties.

BE IT FURTHER RESOLVED that the Clerk of the Board of Commissioners shall forward a copy of this Resolution to the Office of the Attorney General of New Jersey.

Certified as a true copy of the
Resolution adopted by the
Board of County Commissioners
On the 8th day of December, 2021.



Teresa Lyons, Clerk
Board of County Commissioners
County of Sussex

RECORD OF VOTE						
COMMISSIONER	AYE	NAY	ABST	ABS	MOVED	SEC
Corney	✓					✓
Fantasia	✓					
Fasano	✓					✓
Petillo				✓		
Yardley				✓		

ABST - Abstain
MOVED - Resolution Moved
ABS - Absent
SEC - Resolution Seconded

EXHIBIT 4



RESOLUTION RE: ADOPTION OF THE COUNTY OF SUSSEX OPIOID SETTLEMENT PLAN

WHEREAS, the ongoing opioid crisis in America has had a devastating effect on individuals and communities, including many here in Sussex County; and

WHEREAS, the County of Sussex is a party to class action lawsuits filed by state, local, and tribal governments, hospitals, individuals, and insurers, seeking damages against opioid manufacturers, distributors, and retailers in *In re National Prescription Opiate Litigation*, Case No. 17-md-02804, MDL No. 2804, in the District Court for the Northern District of Ohio; and

WHEREAS, nationwide settlement agreements have been reached to resolve the opioid litigation brought by the states and local subdivisions against the pharmaceutical manufacturers, distributors, and retailers, including McKesson, Cardinal Health, Amerisource, Janssen Pharmaceuticals, Inc. and its parent company Johnson & Johnson, CVS, Walgreens, Walmart, Allergan, Teva, and Mallinckrodt PLC and its subsidiaries; and

WHEREAS, the County of Sussex previously determined it was in their best interests to opt into the settlement agreements; and

WHEREAS, the County of Sussex entered into a Memorandum of Agreement Between the State of New Jersey and Local Governments on Opioid Litigation Recoveries to establish binding terms for the distribution and spending of funds from any National Opioid Litigation Resolution that is a settlement agreement and any National Opioid Litigation Resolution that is a bankruptcy plan; and

WHEREAS, as part of the settlements, the County of Sussex shall receive a minimum of \$127,917.37 per year for the next 18 years with additional agreements increasing the payments to a total of \$154,759.33 for 10 years; and

WHEREAS, a committee was established and convened to discuss and determine the most appropriate and best use of funds by the County of Sussex and such Committee developed the Opioid Settlement Fund Plan 2023-2025, attached hereto as Exhibit A; and

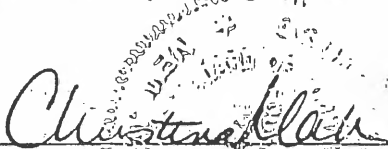
WHEREAS, the County seeks to adopt the Opioid Settlement Fund Plan 2023-2025.

NOW, THEREFORE, BE IT RESOLVED that the Board of County Commissioners of the County of Sussex hereby adopts the Opioid Settlement Fund Plan 2023-2025.

396-2023

BE IT FURTHER RESOLVED that the Clerk of the Board of County Commissioners shall forward a copy of this Resolution to the Office of the Attorney General of New Jersey.

Certified as a true copy of the Resolution adopted by the Board on the 9th day of August, 2023.



Christina Marks, Clerk of the Board
Board of County Commissioners
County of Sussex, New Jersey

RECORD OF VOTE						
COMMISSIONER	AYE	NAY	ABST	ABS	MOVE	SEC
Carney	✓					
Fantasia	✓					
Hayden	✓					
Space	✓				✓	
Yardley	✓					✓

ABST - Abstain
MOVE - Moved

ABS - Absent
SEC - Seconded

**Resolution Summary
Authorizing Grant Application Revision**

**RESOLUTION RE: ADOPTION OF THE COUNTY OF SUSSEX OPIOID
SETTLEMENT PLAN**

State/Federal (or other) Grantor Agency:

N/A

County agency originating grant application: Department of Health and Human Services, Division of Community and Youth Services

Description of purpose of grant funds: In response to the Opioid Epidemic created, in large part, by the Pharmaceutical Industry, the United States Attorney General's Office filed lawsuits which became class-action cases that included the Federal Government, State, County and Municipal governments as plaintiffs. After several years of negotiation with the defendant companies, a settlement was agreed upon. The County of Sussex entered into a Memorandum of Agreement between the State of New Jersey and Local Governments on Opioid Litigation Recoveries to establish binding terms for the distribution and spending of funds from any National Opioid Litigation Resolution that is a settlement agreement and any National Opioid Litigation Resolution that is a bankruptcy plan.

Amount of grant funds awarded: Sussex County's share of the settlement is a minimum of \$127,917.37 per year for the next 18 years. Additional agreements have been made with pharmaceutical companies and pharmacy chains increasing the payments to a total of \$154,759.33 for 10 years.

County budget match: None.

% of funds used for salaries/benefits: Funding will be utilized for direct services for the community.

Will additional staff need to be hired? No.

If so, describe specific duties

Is this initial funding or has funding been received in the past? Initial funding.

If funding has been received in prior years:

List amount of funding received and County match in last 3 years

N/A

What are the reporting requirements?

Frequency of reports:

Quarterly

Approx. time necessary to complete reports:

3-4 hours

Staff person responsible for reporting:

Nick Loizzi, Substance Abuse

Coordinator

Opioid Settlement Fund Plan 2023-2025

Executive Summary: In response to the Opioid Epidemic created, in large part, by the Pharmaceutical Industry, the United States Attorney General's Office filed lawsuits which became class-action cases that included the Federal Government, State, County and Municipal governments as plaintiffs. After several years of negotiation with the defendant companies, a settlement was agreed upon.

A formula has been established to determine the amounts each entity will receive. Municipalities with a population of more than 10,000 were permitted to join in on the settlement agreement. New Jersey is slated to receive a minimum of about \$628 million over the period of 18 years. This money is to be divided between the state and the participating local governments. 50% of the settlement funds that the state receives will be kept by the state. The remaining money will be distributed among the counties and municipalities that are covered in the agreement.

Sussex County's share of the settlement is a minimum of \$127,917.37 per year for the next 18 years. Additional agreements have been made with pharmaceutical companies and pharmacy chains increasing the payments to a total of \$154,759.33 for 10 years. Sussex County received the first of these payments in August 2022. The New Jersey Department of Health will be the lead agency providing guidance and oversight to the entities that receive funds. The Attorney General of New Jersey has issued a memorandum of agreement outlining the establishment of the fund, the distribution of the moneys and approved purposes for its use. The memorandum also names the office that is responsible for the Alcoholism and Drug Abuse Director (A&D) and Chapter 51 grant from DMHAS to be the "lead agency responsible for consulting with an advisory council" that will provide input, advice and recommendations to the county and municipalities that have received settlement funds. A committee was established and has met on several occasions to discuss the most appropriate use of the funds by Sussex County and has determined the following recommendations:

- 1.) Substance Use Prevention/Early Intervention Programming: Substance use continues to be an identified concern in the country and in Sussex County. The North Jersey Health Collaborative (NJHC) conducted a needs assessment that identified mental health/substance use disorders as one of five areas of concern for Sussex County. The Sussex County County-Wide Human Services Needs Assessment also identified Behavioral/Mental Health Services for Children and for Adults as two of the top four need areas in the county. Prevention/Early Intervention

programs were impacted by the recent reduction of the allocation of DEDR funds from the Governor's Council on Alcoholism and Drug Abuse (GCADA) through the Municipal Alliance program. As a result, the committee proposes seeking a RFP for these types of services/programs;

a.) **Prevention Education:** The goal of this is to provide primary education utilizing evidence-based prevention programs to adolescents about the risks of misusing alcohol and/or drugs to reduce the negative consequences associated with alcoholism and substance use. Programs such as Botvins Life Skills Training, "We're Not Buying It 2.0" and Footprints for Life will provide additional prevention resources for some of the most at-risk people within the County.

b.) **Early Intervention programming** such as SBIRT Training for First Responders. Screening, Brief Intervention and Referral to Treatment (SBIRT) is an evidence-based approach to identify individuals who use alcohol and other drugs (substances) at risky levels. SBIRT has been shown to be valid and reliable in identifying and improving outcomes for people who use substances. The successful applicant will collaborate with first responders to provide trainings that include an overview of the SBIRT model, the concepts, and skills for delivering a brief intervention, which covers the stages of change and motivational interviewing, and resources to make a successful referral to treatment. They will also offer live training annually for each agency and an online, self-paced training will be developed for agencies to upload to their learning systems. The training would include video clips to explain various aspects of SBIRT, i.e., motivational interviewing.

Budget, Costs and Term: The funding for this component will be approx. \$60,000 per year and can be subject to an annual extension for up to three years. *

2.) Marketing and Advertisements: The Sussex County Overdose Fatality Review Team has recommended that more information be made available through a series of advertisements and marketing to its citizens regarding what treatment, prevention and recovery supports services are available to residents and their loved ones and how to access them. The successful applicant will provide a multi-pronged communication approach to increase awareness of treatment and support available to community members, activate local influencers, produce advertising creative, and design partner materials to push out targeted communications on opioid use prevention and treatment in Sussex County, New Jersey. The primary goal of this campaign is to increase awareness among community residents around where to go to find

treatment, support, and services available. This will include Strategic Planning, Influencer Activation, Content Creation and Performance Reporting. The successful candidate will develop key health messages to be used in recruitment materials and advertising language. They will recruit and activate 10-15 influencers total and work with micro-influencers who hold particularly high influence in online social networks within the target geographic region. They will develop creative materials for partner organizations to disseminate key messaging and develop creative materials for advertising placements with specs provided by Sussex County. They will provide regular email updates on performance during the campaign and present a final report on project performance metrics.

Budget, Costs and Term: The funding for this component will be approx. \$60,000 per year and can be subject to an annual extension for up to three years.*

- 3.) Transportation and Transit Assistance: Access to care has been an issue for many residents of Sussex County, particularly those in need of treatment and counseling services. There does not exist a means of public transportation within the county other than Sussex County Transit and Skylands Ride. Residents in need of transportation to and from treatment, prevention, counseling and recovery supports services outside of the operating hours of the Sussex County Transit system must rely on private transportation, family members or the agency providing the service. Some residents have failed to complete their treatment and counseling due to the lack of transportation. The committee proposes seeking the use of funds to provide for some form of transportation relief to those citizens.

Budget, Costs and Term: The funding for this component will be approx. \$60,000 per year and can be subject to an annual extension for up to three years.*

*Based on available funding for years 2023-2025, budgets for individual components may be increased or decreased based on programmatic and community needs.

EXHIBIT 5

**MEMORANDUM OF AGREEMENT BETWEEN THE STATE OF NEW JERSEY
AND LOCAL GOVERNMENTS ON OPIOID LITIGATION RECOVERIES**

A. General Principles

1. The people of the State of New Jersey and New Jersey communities have been harmed by the opioid epidemic, which has been caused, in part, by entities within the Pharmaceutical Supply Chain.
2. The State of New Jersey and certain local governments are separately pursuing claims to hold Pharmaceutical Supply Chain Participants accountable for their conduct and its harmful consequences.
3. The State and local governments share a common desire to abate and alleviate the effects of the opioid epidemic throughout the State of New Jersey.
4. The State and local governments have determined that it is in their respective best interests to opt into one or more National Opioid Litigation Resolutions, such as the settlement agreements with the Settling Distributors and J&J, the texts of which are available at <https://nationalopioidsettlement.com>.
5. The State and local governments will also receive distributions from additional National Opioid Litigation Resolutions reached in the context of bankruptcy proceedings, such as the bankruptcy plan for Purdue Pharma L.P. in the event that it is fully and finally confirmed.
6. The Parties now enter into this Memorandum of Agreement Between the State of New Jersey and Local Governments on Opioid Litigation Recoveries (the "Agreement") to establish binding terms for the distribution and spending of funds from any National Opioid Litigation Resolution that is a settlement agreement and – at the sole discretion of the State – any National Opioid Litigation Resolution that is a bankruptcy plan.

B. Definitions

As used in this Agreement:

1. "Approved Purpose(s)" shall mean those uses identified in the List of Opioid Remediation Uses attached as Exhibit A (which is Schedule B of Exhibit E to the national settlements with the Settling Distributors and J&J) or such equivalent in other National Opioid Litigation Resolutions.
2. "Contingency Fee Fund" shall mean a subfund established in a National Opioid Litigation Resolution for the purpose of paying contingency fees, as described in Section II.D of Exhibit R to the national settlements with the Settling Distributors and J&J, or such equivalent in another National Opioid Litigation Resolution.

3. “J&J” shall mean Johnson & Johnson, Janssen Pharmaceuticals, Inc., Ortho-McNeil-Janssen Pharmaceuticals, Inc., and Janssen Pharmaceutical, Inc.
4. “Litigating Subdivisions” means the counties and/or municipalities within the State of New Jersey that filed an Opioid Litigation complaint in court against one or more Pharmaceutical Supply Chain Participants involved in the relevant National Opioid Litigation Resolution prior to the trigger date identified in the National Opioid Litigation Resolution (such as January 1, 2020 for the National Opioid Litigation Resolutions with the Settling Distributors and J&J) and whose complaint was not separately settled or finally adjudicated prior to the Trigger Date other than pursuant to a bar.
5. “Local Government Share” means the 50% of Opioid Funds from a National Opioid Litigation Resolution allocated directly to Participating Local Governments pursuant to Section C(1).
6. “National Opioid Litigation Resolution” means a settlement agreement entered into by the Attorney General of New Jersey on behalf of the State and by other state attorneys general on behalf of their respective states, which provides for the participation of states, counties and municipalities to resolve claims by the state attorneys general and counties and municipalities against opioid manufacturers, distributors or pharmacies related to the manufacture, marketing, distribution or dispensing of opioids, or a bankruptcy plan that has received final approval and that channels, releases or otherwise finally disposes of such claims, including those of the State and its counties and municipalities.
7. “Opioid Funds” shall mean monetary amounts (exclusive of the Additional Restitution Amount or those monies allocated to payment of counsel fees and litigation expenses from the Attorney Fee Fund, State Outside Counsel Fee Fund or State Cost Fund as defined in the Settling Distributors and J&J agreements, or such equivalents) available for distribution to the States and its subdivisions primarily for abatement obtained through a National Opioid Litigation Resolution as defined in this Agreement.
8. “Opioid Litigation” means existing or potential legal claims against Pharmaceutical Supply Chain Participants seeking to hold them accountable for the damage caused by their misfeasance, nonfeasance, and malfeasance relating to the unlawful manufacture, marketing, promotion, distribution, or dispensing of prescription opioids.
9. “Participating Local Government(s),” with regard to any National Opioid Litigation Resolution, shall mean all counties and municipalities within the geographic boundaries of the State that (i) have chosen to sign on to the applicable National Opioid Litigation Resolution in the context of a settlement agreement, and are eligible for a direct share pursuant to this Agreement, or (ii) will receive direct distributions pursuant to this Agreement from the applicable National Opioid Litigation Resolution reached in the context of a bankruptcy proceeding (and the

State determines that this Agreement is applicable thereto). The Participating Local Governments may be referred to separately in this Agreement as “Participating Counties” and “Participating Municipalities,” as appropriate).

10. “Parties” shall mean the State and all counties and municipalities that sign on to this Agreement.
11. “Pharmaceutical Supply Chain” shall mean the process and channels through which opioid analgesics are manufactured, marketed, promoted, distributed, or dispensed.
12. “Pharmaceutical Supply Chain Participant” shall mean any entity that engages in or has engaged in the manufacture, marketing, promotion, distribution, or dispensing of opioid analgesics.
13. “Settling Distributors” shall mean McKesson Corporation, Cardinal Health, Inc., and AmerisourceBergen Corporation.
14. “State” is the State of New Jersey.
15. “State Share” means the 50% of Opioid Funds from a National Opioid Litigation Resolution allocated directly to the State pursuant to Section C(1).
16. “Trustee” shall mean either (1) an independent trustee who shall be responsible for the ministerial task of releasing the Opioid Funds that are in trust as authorized herein and accounting for all payments into or out of the trust, or (2) a settlement fund administrator, in the event that the National Opioid Litigation Resolution includes a fund administrator. In either case, the Trustee will distribute funds in accordance with this Agreement.

C. Intrastate Regions

1. The State of New Jersey will be divided into regions, each of which will be referred to as a “Region” and will consist of: (1) a single Participating County and any Participating Municipality within its geographic boundaries; or (2) all of the Participating Municipalities within a non-Participating County. If there is only one Participating Municipality within a non-Participating County, that single Participating Municipality will still constitute a Region.
2. The Local Government Share of funds described in Section C(1) will be distributed to each Region according to the percentages set forth in Exhibit B (which is Exhibit G to the Settling Distributors and J&J settlement agreements) or such equivalent in other National Opioid Litigation Resolutions. Local governments not listed in Exhibit B or such equivalent in other National Opioid Litigation Resolutions may sign on to this Agreement and a National Opioid Litigation Resolution, and may indirectly receive funds allocated to the State or to their Region, but will not be entitled to a direct distribution of Opioid Funds. In the event any county does not participate in this Agreement or a particular National Opioid Litigation Resolution, that county’s percentage share shall be reallocated proportionally amongst the

Participating Counties by applying this same methodology to only the Participating Counties. In the event a municipality does not participate in this Agreement or a particular National Opioid Litigation Resolution, that municipality's percentage share, if any, shall be reallocated to the Participating County in which it is located. If the county in which such municipality is located is not a Participating County, then that municipality's percentage share, if any, shall be reallocated proportionally among the Participating Counties.

3. For each Region that includes a Participating County, that county's department, division, or agency that includes the County Alcoholism and Drug Abuse Director will serve as the lead agency responsible for consulting with an advisory council (the "County Advisory Council"), whose purpose is to provide input, advice, and recommendations on the disbursement of that Participating County's moneys across Approved Purposes. The County Advisory Council shall provide input, advice and recommendations to the Participating Municipalities within the Participating County on the disbursement of those Participating Municipalities' moneys across Approved Purposes. Each County Advisory Council shall consist of, but shall not be limited to, a member possessing expertise in substance use disorder treatment or prevention, a member representing a provider of behavioral health or substance use disorder treatment in the community, a member with personal experience with substance use and addiction issues, the county prosecutor or their designee, and an individual authorized to appropriate funds on behalf of the governing body of the municipality or county, as the case may be, or their designee. The County Alcoholism and Drug Abuse Director may serve as a member of the County Advisory Council.
4. For each Region consisting of the Participating Municipalities within a non-Participating County, a Regional Advisory Council shall be formed from the Participating Municipalities in the Region to distribute and provide input, advice, and recommendations on the disbursement of the Region's portion of the Local Government Share. Each Regional Advisory Council shall include at least five representatives from the Participating Municipalities in the Region, or a representative from each Participating Municipality if the Region consists of fewer than five Participating Municipalities. In no event may more than one individual represent the same Participating Municipality. To the extent any Participating Municipality in the Region is not represented on the Regional Advisory Council, the Regional Advisory Council shall consult with the non-represented Participating Municipality/Municipalities regarding distribution of the collective Local Government Share. Representatives on the Regional Advisory Council shall possess expertise in the areas of expertise specified for members of a County Advisory Council.

D. Allocation of National Opioid Litigation Resolution Proceeds

1. All Opioid Funds shall be divided with 50% directly to the State ("State Share") and 50% directly to the Participating Local Governments ("Local Government

Share”).¹ For any avoidance of doubt, funds allocated to the Local Government Share will not pass through the State’s accounts. The State Share shall be paid by check or wire transfer directly from the Trustee to an account designated by the State. The Local Government Share shall be paid by check or wire transfer directly from the Trustee to the appropriate account identified by the Participating Local Government Entity whether it be a County or Municipality.

2. All Opioid Funds, except those allocated to payment of administrative expenses as set forth in Section C(3) below if permitted by the relevant National Opioid Litigation Resolution, and counsel and litigation fees and expenses to the extent permitted in Section D below and the relevant National Opioid Litigation Resolutions, shall be utilized in a manner consistent with the “Approved Purposes” definition. Compliance with this requirement shall be verified through reporting, as set out in Section E and the National Opioid Litigation Resolutions.
3. No more than five percent (5%) of the State Share and no more than five percent (5%) of the Local Government Share may be spent on administrative expenses.
4. In the event that a Participating Local Government determines at any point that it does not wish or no longer wishes to receive directly any portion of the Opioid Funds, the Participating Local Government may provide notice of such determination to the Trustee. If that Participating Local Government is a municipality, that municipality’s funds shall be reallocated to the Participating County in which it is located. If the county in which such municipality is located is not a Participating County, then that municipality’s funds shall be reallocated proportionally among the Participating Counties. If that Participating Local Government is a county, then that county’s funds shall be reallocated proportionally among the Participating Counties, and the Region shall thereafter be treated as if the county had not previously participated.
5. By virtue of participating in this Agreement and a National Opioid Litigation Resolution, each Participating County will be entitled to receive seventy-five percent (75%) of its available portion of the Local Government Share. This does not include monies that go directly to Participating Municipalities within each Participating County. The Participating County may be entitled to receive up to an additional twenty-five percent (25%) of its available portion of the Local Government Share by securing the participation in this Agreement and the National Opioid Litigation Resolution of its constituent municipalities with a population over 10,000. The sliding scale in Section C(6) will determine the share of funds available to the Participating County.
6. If a Participating County does not achieve 100% participation of its constituent municipalities with a population over 10,000 within the period of time required in a National Opioid Litigation Resolution, the remaining portions of the Local

¹ This Agreement assumes that any opioid settlement for Native American Tribes and Third-Party Payors, including municipal insurance pools, will be dealt with separately.

Government Share that were otherwise available to the Participating County will be reallocated to the Participating Counties that have achieved 100% participation of their constituent municipalities with a population over 10,000 in accordance with the percentages set forth in Exhibit B (which is Exhibit G to the Settling Distributors' and J&J settlement agreements) or such equivalent in other National Opioid Litigation Resolutions.²

Percentage of Total Population of Municipalities in County with Population over 10,000	Award
0	0%
10	2.5%
20	5.0%
30	7.5%
40	10.0%
50	12.5%
60	15.0%
70	17.5%
80	20.0%
90	22.5%
100	25.0%

7. Opioid Funds shall be used to supplement and shall not supplant federal, state, county or municipal funds, as the case may be, that otherwise would have been used for Approved Purposes, and no amount of such moneys shall be used to reimburse the State or any of its counties or municipalities for past expenditures,

² In the unlikely event that none of the Participating Counties achieves 100% participation of its constituent municipalities with a population over 10,000 within the period of time required in a National Opioid Litigation Resolution, then the difference between the achieved award and full 25% incentive award for each Participating County would be reallocated to the five Participating Counties with the highest percentage participation of their constituent municipalities with a population over 10,000.

except as may otherwise be required to refund to the federal government a portion of the moneys. Neither this provision, nor any other in this Agreement, shall be interpreted to prevent or prohibit either the State or any Local Government from modifying, changing, or terminating any opioid abatement related programs when, in their respective judgments, changing circumstances and conditions make such changes or modifications appropriate.

8. The Parties acknowledge and agree that a National Opioid Litigation Resolution may require Participating Local Governments to release all their claims against the settling Pharmaceutical Supply Chain Participants to receive Opioid Funds. The Parties further acknowledge and agree based on the terms of any such National Opioid Litigation Resolution, a Participating Local Government will not receive funds through this Agreement until it has complied with all requirements set forth in that National Opioid Litigation Resolution to release its claims. This Agreement is not a promise by any Party that any National Opioid Litigation Resolution will be finalized or executed.

E. Payment of Counsel and Litigation Fees and Expenses

1. The Parties anticipate that any National Opioid Litigation Resolution will provide for the payment of all or a portion of the fees and litigation expenses of certain state and local governments.
2. Any Participating Local Government that seeks contingency attorneys' fees from Opioid Litigation shall seek those fees first from the Common Benefit or Contingency Fee funds established in any National Opioid Litigation Resolution or by the Court in MDL-2804. However, the Parties agree to the creation of a supplemental contingency attorneys' fees fund (the "Supplemental Contingent Fee Fund") for each National Opioid Litigation Resolution,³ provided that all Litigating Subdivisions participate in this Agreement and the National Opioid Litigation Resolution giving rise to the funds at issue.
3. In the event that any National Opioid Litigation Resolution imposes additional limitations on the payment of counsel and litigation fees and expenses, those limitations take precedence over this Agreement.
4. The Supplemental Contingent Fee Fund for each of the settlements with the Distributors and J&J is to be used to compensate counsel for contingent fees incurred by Litigating Participating Local Governments that filed Opioid Litigation complaint in court by January 1, 2020. To implement, allocate and administer the Supplemental Contingent Fee Fund, these Litigating Participating Local Governments agree among themselves to appoint Honorable Dennis M. Cavanaugh, U.S.D.J., ret., as Special Master. These Litigating Participating Local

³ The establishment of a Supplemental Contingent Fee Fund, if any, will be negotiated on a case-by-case basis, depending on the National Opioid Litigation Resolution at issue. The Supplemental Contingent Fee Funds at issue in this agreement pertain only to the Settling Distributors and J&J.

Governments further agree among themselves to the provisions set forth in the rest of this paragraph. In particular, in administering the fund and allocating appropriate fee awards pursuant to this Agreement, the Special Master shall be guided by those factors and principles which are normally applied and utilized by Courts within the Third Circuit when awarding attorneys' fees in class actions and/or mass torts. The Special Master's determinations regarding the award of any fee from the Supplemental Contingent Fee Fund shall be final and binding. Upon initial funding of the Supplemental Contingent Fee Fund, the Special Master shall develop, in conjunction with participating lawyers, a protocol for making submissions to the Fund and all other necessary procedures to implement this Agreement. These Litigating Participating Local Governments agree that the Special Master shall be paid his normal and reasonable rates from the Supplemental Contingent Fee Fund.

5. The amount of the Supplemental Contingent Fee Fund for each of the national settlements with the Distributors and J&J shall be determined as set forth in this paragraph: The payments to the Fund shall equal 3.25% of the Local Government Share received from that National Opioid Litigation Resolution prior to any disbursements, provided that all Litigating Subdivisions participate in this Agreement and the National Opioid Litigation Resolution giving rise to the funds at issue. No portion of the State Share shall be used for the Supplemental Contingent Fee Fund or in any other way to fund any Participating Local Government's attorneys' fees and costs. No attorneys for the State shall be eligible to receive funds from the Supplemental Contingent Fee Fund. If required to do so by the Distributors and/or the J&J national settlements, Participating Local Governments must report to the national Settlement Fund Administrator regarding contributions to, or payments from, the respective Supplemental Contingent Fee Fund. If the Litigating Participating Local Government is represented by multiple law firms or attorneys, their aggregate compensation shall be no more than 15% of the portion of the Local Government Share attributable to that Litigating Participating Local Government.
6. Payments to counsel for Participating Local Governments shall be made from the respective Supplemental Contingent Fee Fund in connection with the national settlements with the Distributors and J&J in the same percentages and over the same period of time as the national Contingency Fee Fund for each of those National Opioid Litigation Resolutions. The Attorneys' Fees and Costs schedule for the Settling Distributors is listed in Exhibit R §(II)(A)(1) of the settlement with the Settling Distributors. The Attorneys' Fees and Costs schedule for J&J is listed in Exhibit R §(II)(A)(1) of the settlement with J&J.
7. Any funds remaining in the Fund of each National Opioid Resolution in excess of the amounts needed to cover private counsel's representation agreements shall revert to the Participating Local Governments according to the percentages set forth in Exhibit B, to be used for Approved Purposes.

F. Compliance Reporting and Accountability

1. If the State and Participating Local Governments use a Trustee for purposes of distributing funds pursuant to any National Opioid Litigation Resolution, the Trustee shall be requested to provide timely an up-to-date accounting of payments into or out of any trust established to hold such funds and/or its subaccounts upon written request of the State or a Participating Local Government.
2. In the event that the State and Participating Local Governments use an independent Trustee, compensation for Trustee's reasonable expenses of fund administration may be paid out of the 5% of the State Share and 5% of the Local Government Share that may permissibly be spent on administrative expenses (split 50% to be paid by the State and 50% to be paid by the Participating Local Governments), up to five-thousandths of one percent (.005%) of the Opioid Funds.
3. The State and the Participating Local Governments shall maintain, for a period of at least five years, records of abatement expenditures and documents underlying those expenditures, so that it can be verified that funds are being or have been utilized in a manner consistent with the "Approved Purposes" definition. This requirement supersedes any shorter period of time specified in any applicable document retention or destruction policy.
4. At least annually, by September 1 of each year, each Region shall provide to the State a report detailing for the preceding state fiscal year, in the manner and form prescribed by the State: (1) the amount of the Local Government Share received by each Participating Local Government within the Region, (2) the allocation of any awards approved (listing the recipient, the amount awarded, the program to be funded, and disbursement terms), (3) the amounts disbursed on Approved Purposes, and (4) the amounts spent on administrative expenses. Each Participating Local Government within a Region shall prepare its own report detailing the information required above in the manner and form prescribed by the State. Each Participating Local Government shall then provide its report to one or more delegate(s) selected by the Region to compile all of the reports for the Region and make them available publicly and to the State. Any Participating Local Government shall also comply with any reporting requirements imposed by any National Opioid Litigation Resolution.
5. No later than October 1 of each year, the State shall publish on its website a report detailing for the preceding fiscal year (1) the amount of the State Share received, (2) the allocation of any awards approved (listing the recipient, the amount awarded, the program to be funded, and disbursement terms), and (3) the amounts disbursed on approved allocations. In addition, the State shall publish on its website the reports described in E(4) above. The State shall also comply with any reporting requirements imposed by any National Opioid Litigation Resolution.
6. The expenditure of funds pursuant to this Agreement shall be subject to oversight by the State Comptroller as provided by law.

G. Settlement Negotiations

1. Each Participating Local Government shall keep the State informed of all other settlement negotiations between the Participating Local Government and any Pharmaceutical Supply Chain Participant related to the manufacture, marketing, distribution or dispensing of opioids. Neither this provision, nor any other provision in this Agreement, shall be construed to state or imply that either the State or any Participating Local Government is unauthorized to engage in settlement negotiations with Pharmaceutical Supply Chain Participants without prior consent or contemporaneous participation of the other, or that either party is entitled to participate as an active or direct participant in settlement negotiations with the other.
2. The obligations in this Section shall not affect any Party's right to proceed with trial or reach a case-specific resolution with that particular Pharmaceutical Supply Chain Participant.

H. Amendments

1. The Parties agree to make such amendments as necessary to implement the intent of this Agreement.
2. To facilitate amendment of the Agreement, a Participating Local Government may, to the extent permitted by law, designate another Participating Local Government or group of Participating Local Governments to serve as the designating Participating Local Government's proxy or proxies.

Memorandum of Agreement Between the State of New Jersey and Local Governments on
Opioid Litigation Recoveries ACCEPTED by the undersigned and executed this 28th day of
January 2022.

A handwritten signature in black ink, appearing to read "Andrew Bruck", written over a horizontal line.

Andrew J. Bruck
Acting Attorney General of New Jersey

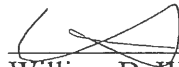
Memorandum of Agreement Between the State of New Jersey and Local Governments on
Opioid Litigation Recoveries ACCEPTED by the undersigned and executed this 2nd day of
FEBRUARY, 2022.

ATLANTIC COUNTY, NEW JERSEY

By: Gerald DelRosso
Gerald DelRosso, County Administrator
Atlantic County, New Jersey

Memorandum of Agreement Between the State of New Jersey and Local Governments on Opioid Litigation Recoveries ACCEPTED by the undersigned and executed this 7th day of February, 2022.

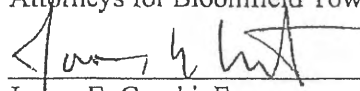
The Wright Law Firm, LLC
Attorneys for Barnegat Township

A handwritten signature in black ink, appearing to read 'W.D. Wright', is written over a horizontal line.

William D. Wright, Esq.

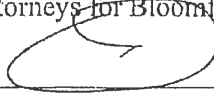
Memorandum of Agreement Between the State of New Jersey and Local Governments on
Opioid Litigation Recoveries ACCEPTED by the undersigned and executed this ~~31st~~ day of
~~January~~ 2022. ^{2nd}
February

Carella, Byrne, Cecchi, Brody & Agnello, P.C.
Attorneys for Bloomfield Township



James E. Cecchi, Esq.

Seeger Weiss LLP
Attorneys for Bloomfield Township

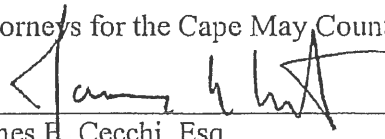


Christopher A. Seeger, Esq.

Memorandum of Agreement Between the State of New Jersey and Local Governments on
Opioid Litigation Recoveries ACCEPTED by the undersigned and executed this 2nd day of
March, 2022.

Carella Byrne Cecchi Olstein, Brody & Agnello, P.C.

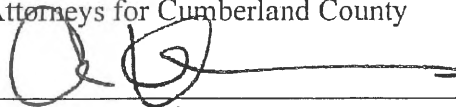
Attorneys for the Cape May County, New Jersey



James E. Cecchi, Esq.

Memorandum of Agreement Between the State of New Jersey and Local Governments on Opioid Litigation Recoveries ACCEPTED by the undersigned and executed this this 2nd day of Feb, 2022.

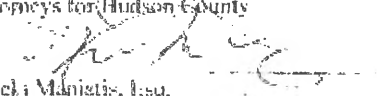
Kanner & Whiteley, LLC
Attorneys for Cumberland County

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Allan Kanner, Esq.

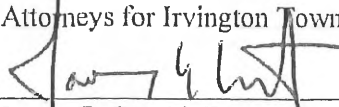
Memorandum of Agreement Between the State of New Jersey and Local Governments on
Opioid Litigation Recoveries ACCEPTED by the undersigned and executed this 2nd day of
Feb, 2022.

Sanders Phillips Grossman, LLC
Attorneys for Hudson County


Vicki Maniatis, Esq.

Memorandum of Agreement Between the State of New Jersey and Local Governments on
Opioid Litigation Recoveries ACCEPTED by the undersigned and executed this 31 day of Jan
~~January~~, 2022. Feb

Carella, Byrne, Cecchi, Brody & Agnello, P.C.
Attorneys for Irvington Township



James E. Cecchi, Esq.

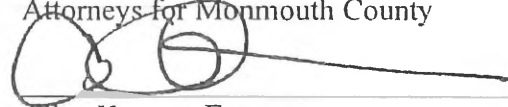
Seeger Weiss LLP
Attorneys for Irvington Township



Christopher A. Seeger, Esq.

Memorandum of Agreement Between the State of New Jersey and Local Governments on
Opioid Litigation Recoveries ACCEPTED by the undersigned and executed this this 2nd
day of Feb, 2022.

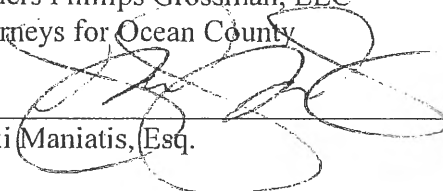
Kanner & Whiteley, LLC
Attorneys for Monmouth County

A handwritten signature in black ink, appearing to read 'Allan Kanner', is written over a horizontal line. The signature is stylized with large loops and a long horizontal stroke extending to the right.

Allan Kanner, Esq.

Memorandum of Agreement Between the State of New Jersey and Local Governments on
Opioid Litigation Recoveries ACCEPTED by the undersigned and executed this this 2^d
day of Feb, 2022.

Sanders Phillips Grossman, LLC
Attorneys for Ocean County



Vicki Maniatis, Esq.

Memorandum of Agreement Between the State of New Jersey and Local Governments on Opioid Litigation Recoveries ACCEPTED by the undersigned and executed this 1st day of March, 2022.

Scott & Scott
Attorney at Law, LLP
Attorneys for City of Paterson

A handwritten signature in black ink, appearing to read "D Broggi", written over a horizontal line.

Donald Broggi, Esq.

Memorandum of Agreement Between the State of New Jersey and Local Governments on Opioid Litigation Recoveries ACCEPTED by the undersigned and executed this 1st day of March, 2022.

Scott & Scott
Attorney at Law, LLP
Attorneys for City of Trenton

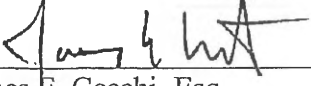
A handwritten signature in black ink, appearing to read 'D Broggi', written over a horizontal line.

Donald Broggi, Esq.

Memorandum of Agreement Between the State of New Jersey and Local Governments on
Opioid Litigation Recoveries ACCEPTED by the undersigned and executed this 16th day of
March, 2022.

Carella Byrne Cecchi Olstein, Brody & Agnello, P.C.

Attorneys for the County of Sussex, New Jersey



James E. Cecchi, Esq.

Memorandum of Agreement Between the State of New Jersey and Local Governments on
Opioid Litigation Recoveries ACCEPTED by the undersigned and executed this 18 day of
February, 2022.

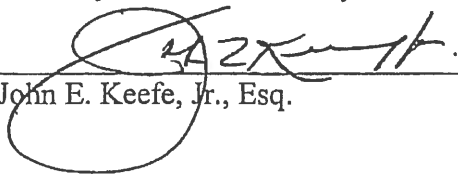
Wilentz, Goldman & Spitzer, P.A.
Attorneys for Township of Aberdeen



John E. Keefe, Jr., Esq.

Memorandum of Agreement Between the State of New Jersey and Local Governments on
Opioid Litigation Recoveries ACCEPTED by the undersigned and executed this 18 day of
February, 2022.

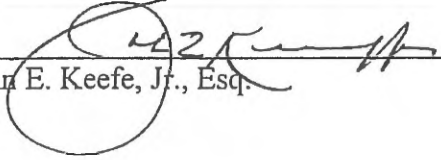
Wilentz, Goldman & Spitzer, P.A.
Attorneys for Union County



John E. Keefe, Jr., Esq.

Memorandum of Agreement Between the State of New Jersey and Local Governments on Opioid Litigation Recoveries ACCEPTED by the undersigned and executed this 18 day of February, 2022.

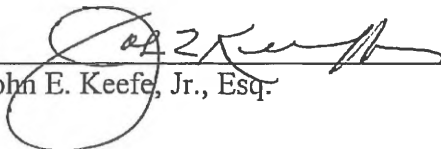
Wilentz, Goldman & Spitzer, P.A.
Attorneys for Middlesex County



John E. Keefe, Jr., Esq.

Memorandum of Agreement Between the State of New Jersey and Local Governments on
Opioid Litigation Recoveries ACCEPTED by the undersigned and executed this 18 day of
February, 2022.

Wilentz, Goldman & Spitzer, P.A.
Attorneys for Township of Teaneck



John E. Keefe, Jr., Esq.

Memorandum of Agreement Between the State of New Jersey and Local Governments on
Opioid Litigation Recoveries ACCEPTED by the undersigned and executed this 3 day of
February, 2022.

Smithbridge, LLP
Attorneys for Burlington County



Andrew Smith, Esq.

Memorandum of Agreement Between the State of New Jersey and Local Governments on
Opioid Litigation Recoveries ACCEPTED by the undersigned and executed this 3 day of
February, 2022.

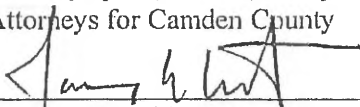
Smithbridge, LLP
Attorneys for Hunterdon County



Andrew Smith, Esq.

Memorandum of Agreement Between the State of New Jersey and Local Governments on
Opioid Litigation Recoveries ACCEPTED by the undersigned and executed this this
31 day of January, 2022.

Carella, Byrne, Cecchi, Brody & Agnello, P.C.
Attorneys for Camden County



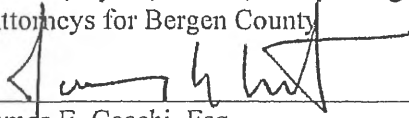
James E. Cecchi, Esq.

Seeger Weiss LLP
Attorneys for Camden County



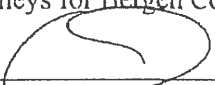
Memorandum of Agreement Between the State of New Jersey and Local Governments on
Opioid Litigation Recoveries ACCEPTED by the undersigned and executed this 31 day of
January, 2022.

Carella, Byrne, Cecchi, Brody & Agnello, P.C.
Attorneys for Bergen County



James E. Cecchi, Esq.

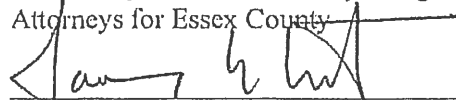
Seeger Weiss LLP
Attorneys for Bergen County



Christopher A. Seeger, Esq.

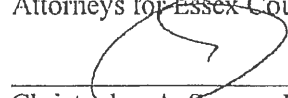
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January, 2022.

Carella, Byrne, Cecchi, Brody & Agnello, P.C.
Attorneys for Essex County



James E. Cecchi, Esq.

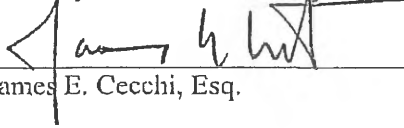
Seeger Weiss LLP
Attorneys for Essex County



Christopher A. Seeger, Esq.

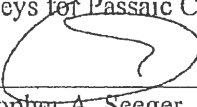
Memorandum of Agreement Between the State of New Jersey and Local Governments on
Opioid Litigation Recoveries ACCEPTED by the undersigned and executed this 31 day of
January, 2022.

Carella, Byrne, Cecchi, Brody & Agnello, P.C.
Attorneys for Passaic County



James E. Cecchi, Esq.

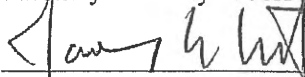
Seeger Weiss LLP
Attorneys for Passaic County



Christopher A. Seeger, Esq.

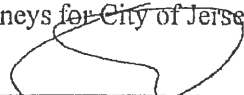
Memorandum of Agreement Between the State of New Jersey and Local Governments on
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January, 2022.

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Attorneys for City of Jersey City



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EXHIBIT 7

EXHIBIT E

List of Opioid Remediation Uses

Schedule A Core Strategies

Settling States and Participating Subdivisions listed on Exhibit G may choose from among the abatement strategies listed in Schedule B. However, priority may be given to the following core abatement strategies (“*Core Strategies*”).¹

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.

¹ 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 cooccurring 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 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 prearrest 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:²

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.

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

4. Provide access to housing for people with OUD and any co-occurring SUD/MH conditions, including supportive housing, recovery housing, housing assistance programs, training for housing providers, or recovery housing programs that allow or integrate FDA-approved medication with other support services.
5. Provide community support services, including social and legal services, to assist in deinstitutionalizing persons with OUD and any co-occurring SUD/MH conditions.
6. Support or expand peer-recovery centers, which may include support groups, social events, computer access, or other services for persons with OUD and any cooccurring 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 (“*PAARP*”);
 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 cooccurring 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 cooccurring SUD/MH conditions who are leaving jail or prison or have recently left jail or prison, are on probation or parole, are under community corrections supervision, or are in re-entry programs or facilities.
6. Support critical time interventions (“CTP”), particularly for individuals living with dual-diagnosis OUD/serious mental illness, and services for individuals who face immediate risks and service needs and risks upon release from correctional settings.
7. Provide training on best practices for addressing the needs of criminal justice-involved persons with OUD and any co-occurring SUD/MH conditions to law enforcement, correctional, or judicial personnel or to providers of treatment, recovery, harm reduction, case management, or other services offered in connection with any of the strategies described in this section.

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

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

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

5. Provide training to health care providers who work with pregnant or parenting women on best practices for compliance with federal requirements that children born with NAS get referred to appropriate services and receive a plan of safe care.
6. Provide child and family supports for parenting women with OUD and any cooccurring 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 cooccurring SUD/MH conditions, or implement other strategies to abate the opioid epidemic described in this opioid abatement strategy list (*e.g.*, health care, primary care, pharmacies, PDMPs, etc.).

L. RESEARCH

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

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

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

EXHIBIT 8

LFN 2023-04

February 17, 2023

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Appropriations Cap Relief for CY2023/SFY2024 Budgets; National Opioid Settlement Guidance

N.J.S.A. 40A:4-45.3d authorizes the Local Finance Board (Board) to grant additional exceptions to the municipal appropriations cap (also known as the “1977 cap”) upon finding that extraordinary circumstances exist resulting in an unanticipated increase in expenditures for a service essential to the health, safety, and welfare of New Jersey residents. Such exceptions, when granted by the Board, are applicable to all municipalities but only effective for the local budget year in which the exceptions are granted.

Pursuant to N.J.S.A. 40A:4-45.3d, at its February 8, 2023 meeting, the Board approved the following appropriation increases in excess of 3.5% for the following CY2023/SFY2024 budget appropriations:

- Garbage and Trash Removal and Disposal
- Recycling
- PERS and PFRS employer contributions
- Gasoline and Diesel Fuel
- Worker’s Compensation Insurance

The appropriation cap exception will be calculated using the amount of the increase over the prior year appropriation that exceeds 3.5%, which is the COLA rate. The Division has prepared an [addendum to the levy cap workbook](#) to calculate the allowable appropriation cap exception – which goes on sheet 20 of the budget. The appropriation cap exception can be used up to the amount calculated in the workbook. Please note that the Board-approved appropriations cap exceptions are permissive.

In light of the Board’s action, the Division’s [Municipal Budget Template](#) has been updated to allow selection of the following FCOA codes on Sheet 20:

- 1) 23-215: Workers Compensation Insurance
- 2) 26-305: Solid Waste Collection (to be used for both Garbage and Trash Removal; and Recycling)
- 3) 31-460: Gasoline and Diesel
- 4) 32-465: Landfill/Solid Waste Disposal Cost
- 5) 36-471: PERS
- 6) 36-475: PFRS

The above updated FCOA codes are not on versions 2023.0 or earlier of the Municipal Budget Template. Municipalities that have not completed a substantial amount of data entry for their budgets should use the new version (version 2023.1). Those municipalities that have completed a substantial amount of data entry for their budgets should email the template to Matthew.Gallello@dca.nj.gov, who will revise Sheet 20 to permit selection of the additional FCOA codes. Municipalities must not attempt to input the new Board-approved appropriations cap exceptions on versions 2023.0 or earlier of the template, as this will result in data collection errors.

The Board has not granted these exceptions lightly and has expressed its reluctance to extend them beyond the CY2023 and SFY2024 budget years. Municipalities are strongly encouraged to explore all avenues of cost savings, including investigating shared services, and closely analyzing labor agreements and discretionary spending, to ensure a sustainable budget in future years.

National Opioid Settlement Proceeds - Guidance on Budgeting & Reporting

Nationwide settlements have been reached to resolve all opioid litigation brought by states and local political subdivisions against various pharmaceutical distributors and manufacturers. The proceeds of these settlements are in various stages of distribution to many New Jersey counties and municipalities. This section contains guidance on budgeting and use of the settlement proceeds, along with required reporting on how proceeds are being allocated. This guidance was crafted in coordination with the Department of Human Services (DHS) and the Division of Law and Public Safety in the Office of the Attorney General.

Proceeds from the National Opioid Resolutions with Johnson & Johnson, Mallinckrodt Pharmaceuticals, McKesson Corporation, Cardinal Health, Inc., and AmerisourceBergen Corporation can be spent on the programs listed in Exhibit A of the agreement, which begins on page 35 of the PDF. It is anticipated that the same terms also will apply to additional settlements with other companies. The list of New Jersey counties and municipalities receiving settlement proceeds can be found on pages 177-182 of the PDF.

The State has not imposed restrictions on the types of eligible programs beyond the limits imposed at the national level. However, the agreement between the State, counties, and municipalities does include other requirements beyond those imposed in the nationwide agreement, including but not limited to:

- a requirement that settlement funds be used to supplement, not supplant, funds that otherwise would have been used for approved purposes;
- establishment of County Advisory Councils to provide expert input, advice, and recommendations on the disbursement of settlement funds;
- limits on administrative expenses; and
- reporting requirements.

Under N.J.S.A. 40A:4-87, municipalities and counties may seek approval from the Division for the insertion of revenue from the National Opioid Resolutions into the budget of the municipality or county. There is no statutory or regulatory authority for a municipality or county to independently establish a trust fund for the settlement proceeds.

Further, please be advised that Governor Murphy signed Executive Order 305 on August 31, 2022 designating the Department of Human Services (DHS) as the lead State agency overseeing the disbursement and reporting of the settlement monies over the next 18 years. Based on the agreement between the State, counties, and municipalities, DHS will develop and announce an annual reporting process for participating county and local subdivisions. On an annual basis, counties will be required to provide information about how the settlement funds were allocated over the prior year by the county and the participating municipalities within the county. DHS will review those reports and publicly post them online. Counties and participating municipalities are responsible for collaborating to ensure all reporting requirements are met and that all required information is shared with DHS on a timely basis. The first annual reports are due to DHS no later than September 1, 2023, and those reports will cover the current State Fiscal Year. Division of Local Government Services approval to insert revenue from the opioid settlement into a municipal or county budget does not negate the DHS reporting requirements.

At this juncture, please consult your municipal or county counsel for additional guidance on issues such as the amount that can be spent on administrative expenses, program eligibility, and expenditure reporting. For instructions on how to receive the distributors' first settlement payment tranche, please consult the New Jersey Office of the Attorney General's guidance on this topic. Please email any questions to DMHAS@dhs.nj.gov.

Approved: Jacquelyn A. Suárez, Director

Document	Internet Address
CY2023/SFY2024 Approp. Cap Workbook	https://www.nj.gov/dca/divisions/dlgs/programs/mc_bud_docs/2023CYlevycapcalcwrkwbk-muni.xls
Budget Template (v. 2023.1)	https://www.nj.gov/dca/divisions/dlgs/pdf/2023_Budget_Template_Municipal.xlsm
Nat'l Opioid Settlement Agreement	https://nationalopioidsettlement.com/wp-content/uploads/2022/04/NI-State-Subdivision-Agreement.pdf
Executive Order 305	https://nj.gov/infobank/eo/056murphy/pdf/EO-305.pdf

EXHIBIT 9

EXECUTIVE ORDER NO.305

WHEREAS, the opioid epidemic has caused profound harm to the residents of New Jersey; and

WHEREAS, the number of suspected overdose-related deaths in New Jersey nearly doubled from 1,587 in 2015 to 3,006 in 2018, and has stayed around 3,000 every year since that time; and

WHEREAS, in the first seven months of 2022 alone, there have been 1,699 suspected overdose-related deaths and 7,959 administrations of the lifesaving drug Naloxone by law enforcement and Emergency Medical Services; and

WHEREAS, my Administration has dedicated hundreds of millions of dollars to addressing the opioid epidemic and its impacts in New Jersey; and

WHEREAS, New Jersey is dedicated to ending the opioid epidemic through a collaborative, inter-departmental, and data-driven strategy; with goals including increasing access to evidence-based prevention and treatment programs at the community level, supporting individuals on their path to and maintenance of recovery, reducing harm to people who use drugs and their loved ones, supporting data-driven work and strengthening system-wide infrastructure, and using robust law enforcement to stem the supply of illicit drugs and oversee innovative law enforcement-led programs that aim to divert or deflect individuals from the criminal justice system to public health services; and

WHEREAS, the State's approach to battling the opioid crisis must continue to be informed by individuals and communities who have experienced it firsthand, including those who have or whose family members have struggled with substance use disorder and opioid use disorder and those who work in the fields of addiction treatment, prevention, and recovery; and

WHEREAS, in July 2021, I signed six bills dedicated to ending the opioid epidemic in New Jersey, including bills to expand low-barrier access to Naloxone, build bridges to medication-assisted treatment, strengthen public health data, and increase resiliency among children and families impacted by the opioid crisis; and

WHEREAS, in January 2022, I signed three more bills aimed at expanding harm reduction efforts and furthering the State's commitment to ending the opioid epidemic, including a bill establishing local drug overdose fatality review teams; and

WHEREAS, Johnson & Johnson and McKesson, Cardinal, and Amerisource-Bergen have entered into nationwide settlement agreements relating to their contributions to the opioid crisis and, as part of the settlement agreements, will pay the State of New Jersey and eligible counties and municipalities a combined \$641 million over the next 18 years, which will be divided among the State and its eligible counties and municipalities; and

WHEREAS, the State has reached and may in the future reach additional national opioid litigation resolutions with other companies and individuals relating to their contributions to the opioid crisis; and

WHEREAS, on June 30, 2022, the Office of the Attorney General announced that the State and its counties and municipalities are expected to receive approximately \$30 million over time as a result of the bankruptcy of Mallinckrodt PLC, in connection with their opioid-related claims against the company; and

WHEREAS, on August 22, 2022, the Office of the Attorney General announced an additional nationwide settlement with Endo International PLC and its lenders, which is expected to provide some portion of a \$450 million national opioid litigation resolution to New Jersey and its counties and municipalities; and

WHEREAS, funds obtained by the State in national opioid litigation resolutions will be used to further the goals of preventing opioid misuse, addiction, and overdose deaths; providing assistance, treatment, and recovery support to individuals and communities affected by the opioid crisis; developing wraparound supports and connections to care for individuals with substance and opioid use disorders; and expanding harm reduction efforts; and

WHEREAS, certain national opioid litigation resolutions require the State to designate a lead agency for purposes relating to implementation of these resolutions, such as coordination, reporting, and public disclosure of expenditures and communication with the settlement administrator; and

WHEREAS, the State today is launching an online portal that will enable members of the public to provide recommendations on the expenditure of proceeds from national opioid litigation resolutions for an initial comment period and from time to time thereafter; and

WHEREAS, forming an Opioid Recovery and Remediation Advisory Council to consider proposals, develop best practices, and inform deployment of settlement funds is contemplated by the national opioid litigation resolutions with Johnson & Johnson and McKesson, Cardinal, and Amerisource-Bergen; and

WHEREAS, New Jersey has entered into a separate Memorandum of Agreement with participating counties and municipalities that requires each county to establish a county advisory council to provide input, advice, and recommendations on the disbursement of the county's share of the recovery and of the shares of its participating municipalities; and

WHEREAS, the State finds stakeholder collaboration through an advisory council to be critical to effective distribution of proceeds from national opioid litigation resolutions at the State level as well as at the county and municipal levels; and

WHEREAS, the State remains steadfast in its commitment to ending the opioid epidemic; supporting those affected by it and fighting it; and accomplishing these goals by distributing proceeds from national opioid litigation resolutions efficiently and equitably;

NOW, THEREFORE, I, PHILIP D. MURPHY, Governor of the State of New Jersey, by virtue of the authority vested in me by the Constitution and by the Statutes of this State, do hereby ORDER and DIRECT:

1. The Department of Human Services ("DHS") is hereby designated as the lead agency for the State for purposes of directing the disbursement and allocation of the State's proceeds from national opioid litigation resolutions; for monitoring the use of moneys disbursed to counties or municipalities under national opioid litigation resolutions; and performing the various reporting, compliance, administrative functions and other obligations imposed upon the State pursuant to the terms and conditions of national opioid litigation resolutions.

2. There is hereby established in DHS the Opioid Recovery and Remediation Advisory Council (the "Advisory Council"). The Advisory Council, which shall be wholly advisory in nature, shall be chaired by the Commissioner of DHS or the Commissioner's designee.

3. In addition to the Commissioner of the DHS, the Advisory Council's membership shall consist of the Commissioner of the Department of Health, the Commissioner of the Department of

Children and Families, and the Attorney General, or their designees, as well as at least ten public members appointed by the Governor. The ten public members shall reflect the diversity of New Jersey and shall include public health and policy experts; as well as people with lived experience from the opioid epidemic, including those with a substance use disorder or a history of opioid misuse or addiction, and loved ones of those with a substance use disorder or a history of opioid misuse or addiction.

4. The Governor may, as determined to be appropriate, appoint additional public and ex officio members to the Advisory Council. All members of the Advisory Council shall serve at the pleasure of the Governor and shall serve without compensation.

5. The Advisory Council shall organize as soon as practicable after the appointment of its members and shall convene at least as often as requested by the Governor or the Chairperson.

6. The purpose of the Advisory Council shall be to review proposals, data, and analysis and engage with stakeholders and community members to develop and provide recommendations on the allocation and distribution of the State's share of proceeds from national opioid litigation resolutions.

7. To effectuate this purpose, the Advisory Council shall, to the extent not inconsistent with law:

- a. Gather and evaluate data regarding the availability of, gaps in, and barriers to substance use disorder prevention and treatment programs and recovery services;
- b. Solicit feedback, in a manner and method established by the Advisory Council, from stakeholders, local providers, advocates, those with lived experience with opioid use, the academic

community, and other subject matter experts and evaluators, community groups, and other members of the public regarding the services needed to prevent and treat substance use and opioid use disorders across the State;

- c. Review and evaluate recommendations submitted by the public via the online portal launched on August 31, 2022;
- d. Evaluate approaches taken by New Jersey and other states in administering proceeds from national opioid litigation resolutions; and
- e. Take any other measures deemed appropriate by the Advisory Council to inform its recommendations, with the purpose of promoting the equitable and efficient distribution of funds including through evidence-based or evidence-informed practices or strategies.

8. The Advisory Council shall provide information, advice, and general recommendations consistent with its purpose to the Governor, DHS, and other Executive Branch departments and agencies.

9. The Advisory Council shall remain operational until no later than six months after all proceeds from national opioid litigation resolutions have been expended and DHS's final report pursuant to such resolutions has been issued, at which time the Advisory Council shall disband.

10. The Advisory Council may, but is not required to, provide information and general recommendations to New Jersey counties and municipalities on the expenditure of the share of proceeds from national opioid litigation resolutions allocated to those entities

and may coordinate with any similarly situated County Advisory Council as determined by the Chairperson to be appropriate.

11. DHS shall provide such staff and administrative support to the Advisory Council as it requires to carry out its responsibilities. The Advisory Council is authorized to call upon any Executive Branch department or agency to supply it with information or other assistance available to such agency as the Advisory Council determines to be necessary to discharge its duties under this Order. Each Executive Branch department and agency is hereby required, to the extent not inconsistent with law, to cooperate fully with the Advisory Council and to furnish such assistance on as timely a basis as is necessary to accomplish the purpose of this Order. The Advisory Council may consult with experts and other knowledgeable individuals in the public or private sector on any aspect of its mission.

12. For purposes of this Order, "Executive Branch departments and agencies" shall mean any of the principal departments in the Executive Branch of State government and any agency, authority, board, bureau, commission, division, institution, office, or other instrumentality within or created by any such department, and any independent State authority, commission, instrumentality, or agency over which the Governor exercises executive authority, as determined by the Attorney General.

13. For purposes of this Order, "national opioid litigation resolution" means: (1) a settlement agreement, entered into by the Attorney General of New Jersey on behalf of the State and by other state attorneys general on behalf of their respective states, which provides for the participation of states, counties, and municipalities to resolve claims by the state attorneys general

and counties and municipalities against opioid manufacturers, opioid distributors or pharmacies, or persons or entities affiliated with such manufacturers, distributors, or pharmacies, related to the manufacture, marketing, distribution, or dispensing of opioids; or (2) a bankruptcy plan which channels, releases, or otherwise finally disposes of claims by the state attorneys general and counties and municipalities against opioid manufacturers, opioid distributors or pharmacies, or persons or entities affiliated with such manufacturers, distributors, or pharmacies, related to the manufacture, marketing, distribution, or dispensing of opioids, which has received final approval and which the Attorney General determines shall be implemented in accordance with a memorandum of agreement between the State and its local governments on opioid litigation recoveries.

14. This Order shall take effect immediately.

GIVEN, under my hand and seal this
 31st day of August,
 Two Thousand and Twenty-two,
 and of the Independence of
 the United States, the Two
 Hundred and Forty-Seventh.

[seal]

/s/ Philip D. Murphy
 Governor

Attest:

/s/ Parimal Garg
 Chief Counsel to the Governor

EXHIBIT 10

YEAR	CUMULATIVE	TOTAL	ALLERGAN	CVS	DISTRIBUTOR	JANNSEN	MALLINCKRODT	TEVA	WALGREENS	WALMART
2022	\$ 421,299.42	\$ 421,299.42			\$ 261,700.76	\$ 159,598.66				
2023	\$ 691,032.39	\$ 269,732.97			\$ 123,969.01	\$ 87,343.23	\$ 58,420.73			
2024	\$ 1,914,769.64	\$ 1,223,737.25	\$ 101,220.46	\$ 97,514.99	\$ 239,250.87	\$ 138,481.47		\$ 94,823.40	\$ 111,334.43	\$ 441,111.63
2025	\$ 2,468,902.96	\$ 554,133.32	\$ 50,211.11	\$ 88,760.25	\$ 167,881.97	\$ 153,866.48		\$ 48,222.59	\$ 41,662.03	\$ 3,528.89
2026	\$ 2,893,461.62	\$ 424,558.66	\$ 50,211.12	\$ 88,760.25	\$ 167,881.97	\$ 24,622.96		\$ 48,692.89	\$ 40,860.58	\$ 3,528.89
2027	\$ 3,288,820.08	\$ 395,358.46	\$ 53,459.69	\$ 88,760.25	\$ 135,433.20	\$ 24,622.96		\$ 48,692.89	\$ 40,860.58	\$ 3,528.89
2028	\$ 3,773,238.11	\$ 484,418.03	\$ 53,459.69	\$ 94,669.32	\$ 215,128.66	\$ 28,078.00		\$ 48,692.89	\$ 40,860.58	\$ 3,528.89
2029	\$ 4,260,958.63	\$ 487,720.52	\$ 53,459.69	\$ 89,939.61	\$ 215,128.66	\$ 35,748.21		\$ 52,583.77	\$ 40,860.58	
2030	\$ 4,719,341.81	\$ 458,383.18		\$ 85,209.90	\$ 215,128.66	\$ 35,748.21		\$ 52,583.77	\$ 69,712.64	
2031	\$ 5,143,358.62	\$ 424,016.81		\$ 85,134.84	\$ 180,837.35	\$ 35,748.21		\$ 52,583.77	\$ 69,712.64	
2032	\$ 5,531,627.22	\$ 388,268.60		\$ 85,134.84	\$ 180,837.35			\$ 52,583.77	\$ 69,712.64	
2033	\$ 5,834,760.98	\$ 303,133.76			\$ 180,837.35			\$ 52,583.77	\$ 69,712.64	
2034	\$ 6,137,894.74	\$ 303,133.76			\$ 180,837.35			\$ 52,583.77	\$ 69,712.64	
2035	\$ 6,441,028.50	\$ 303,133.76			\$ 180,837.35			\$ 52,583.77	\$ 69,712.64	
2036	\$ 6,691,578.49	\$ 250,549.99			\$ 180,837.35				\$ 69,712.64	
2037	\$ 6,942,128.48	\$ 250,549.99			\$ 180,837.35				\$ 69,712.64	
2038	\$ 7,122,965.83	\$ 180,837.35			\$ 180,837.35					
TOTAL	\$ 7,122,965.83	\$ 362,021.76	\$ 362,021.76	\$ 803,884.25	\$ 3,188,202.56	\$ 723,858.39	\$ 58,420.73	\$ 657,211.05	\$ 874,139.90	\$ 455,227.19

Disclaimer: The projected amount is preliminary and based upon calculations that the Settlement Fund Administrator has projected that the State(s) and/or Subdivision(s) may receive in future payment years pursuant to the Settlement Agreements if all relevant facts and circumstances were to remain unchanged.

Please be advised, however, that the relevant facts and circumstances, including but not limited to current levels of State and Subdivision participation, are subject to change and thus, there are no guarantees regarding the amounts or timing of any future payment(s).