



Resource Toolkit
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SECTION 1 GEORGIA OPIOID CRISIS ABATEMENT TRUST VISION AND GOALS

1.1 INTRODUCTION

As of the end of 2025, Georgia's combined Opioid Settlements represent approximately \$1.1 billion in total projected funding to support prevention, treatment, recovery, harm reduction, research, and training efforts across the state. This unprecedented level of investment reflects Georgia's participation in multiple national and multistate agreements with opioid manufacturers, distributors, and retail pharmacies. Together, these agreements create a sustained, long-term funding stream that strengthens Georgia's capacity to address the opioid crisis through coordinated statewide and local action with transparency and accountability.

Georgia opted into the nationwide settlements reached on opioid litigation brought by states and local subdivisions against the three largest pharmaceutical distributors, McKesson, Cardinal Health, and Cencora (formerly AmerisourceBergen), and manufacturer Janssen Pharmaceuticals, Inc. (including its parent company Johnson & Johnson (J&J)) (collectively National Distributors and Manufacturers Opioid Settlement). Georgia is expected to receive approximately \$638 million to address the current opioid epidemic and support future abatement efforts. The State of Georgia and Participating Local Governments entered into a Memorandum of Understanding (MOU) that established the spending parameters of the Settlement Funds. Accordingly, the Governor appointed the Commissioner of the Georgia Department of Behavioral Health and Developmental Disabilities (DBHDD) as the Trustee of the Georgia Opioid Crisis Abatement Trust (Trust). The Trustee and the Trust are working in tandem with the Office of Health Strategy and Coordination (OHSC) within the Governor's Office of Planning and Budget (OPB) to oversee the implementation of the Settlement, allocate the funds, and ensure compliance with the reporting requirements as outlined in the MOU. OHSC monitors and advises the Governor on the nationwide Settlements reached on opioid litigation brought by states and local subdivisions.

The original Distributors and Manufacturers Settlement MOU has since been supplemented by two additional agreements, resulting in three active MOUs that now govern Georgia's opioid abatement funding:

- The National Distributors and Manufacturers Settlement, finalized in 2022, encompasses McKesson, Cardinal Health, Cencora (formerly AmerisourceBergen), and Janssen Pharmaceuticals, Inc. (Johnson & Johnson). Payments from these entities occur over a period ranging from 9 to 18 years, depending on the distributor or manufacturer. This agreement established Georgia's foundational governance and funding structure, defining the 75%/25% (Trust/Participating Local Government) and 60%/40% (Statewide/Regional) splits that guide how Settlement resources are distributed.
- The "Big 5 MOU", finalized in 2023, covers Teva Pharmaceuticals Industries Ltd., Abbvie (formerly Allergan Finance), LLC, Walmart Inc., CVS Health Corporation and CVS Pharmacy, Inc., and Walgreen Co. These agreements expand Georgia's participation to include additional retail pharmacies and manufacturers involved in

national opioid litigation. While the Big 5 MOU follows the same governance structure as the National Distributors and Manufacturers Settlement MOU, the MOU differs in how the funds are allocated. The 75%/25% (Trust/Participating Local Government) funding structure remains, but only the 40% designated for Regional Distribution is distributed by the Trust. The remaining 60% designated for statewide initiatives is to be spent at the direction of the General Assembly for Approved Purposes by appropriation.

- The Kroger MOU, finalized in 2024, pertains to the Settlement with Kroger Co. and its affiliated pharmacy entities. This agreement mirrors the structural framework of the Big 5 MOU.

The National Distributors and Manufacturers Settlement MOU established the foundational governance structure of the Trust and allocation methodology for distributing Opioid Settlement Funds in Georgia. Under this structure, 75% of the Opioid Settlement Funds, known as the State Opioid Funds, are allocated to the Georgia Opioid Crisis Abatement Trust (the Trust) and 25% of the Opioid Settlement Funds are allocated to the Participating Local Governments. Within the Trust's allocation, at least 40% must be spent on regional projects (Regional Distribution) and the remaining 60% may be spent on statewide initiatives. This distribution framework ensures a balanced approach – directing resources to both statewide priorities and community-specific needs. The Big 5 and Kroger MOUs substantially mirror the National Distributors and Manufacturers Settlement MOU with the exception that the 40% Regional Distribution is to be distributed by the Trust while the Georgia General Assembly appropriates the remaining 60% for the statewide initiatives. Each MOU is included as an attachment to the Resource Toolkit for reference.

The Trust is fully operational, with dedicated staff in place and established processes for receiving, reviewing, and approving grant applications and disbursing funds to awardees under the defined governance structure. The Trust has a governance structure that is made up of a Governor Appointed Trustee (Trustee), Georgia Opioid Settlement Advisory Commission (GOSAC), the Qualifying Block Grantees (QBGs), and the Regional Advisory Councils (RACs). In summary, the governance structure shows how the disbursement of State Opioid Funds is made by the Trustee or the Trustee's Designee after consultation with the GOSAC and the RACs. The RACs forward their recommendations to the GOSAC, which reviews funding applications and recommendations for statewide and regional initiatives before providing their recommendations to the Trustee. The Trustee then decides on the disbursement of funds. The QBGs receive funds directly from the Trust.

1.2 PURPOSE OF THE RESOURCE TOOLKIT

The purpose of the Resource Toolkit is listed below:

- Document the Georgia Opioid Crisis Abatement Trust's structure, which will provide clarity to the Trust's governance structure, vision and goals, roles and responsibilities, and mechanisms by which communication between the Trustee, the GOSAC, the QBGs, and the RACs is clear and concise.
- Provide guidance on operating the GOSAC and RACs.

- Provide a list of Frequently Asked Questions (FAQs).
- Provide guidance on compliance and reporting, including guidance on usage of the Grants Management System (GMS).
- Establish both the strategic approach for ensuring the funds are directed where needed most and the approach to managing the Georgia Opioid Crisis Abatement Trust’s funds.

1.3 VISION

The Trust’s vision is to save lives, rejuvenate impacted communities, and recover from the Opioid Crisis.

1.4 GOALS

The Trust’s goals are to:

- Implement community and school-based prevention programs
- Expand access to treatment services such as Medication-Assisted Treatment (MAT), Medications for Opioid Use Disorder (MOUD), Intensive Outpatient Programs (IOPs), and inpatient settings
- Provide access to recovery and wrap-around services
- Expand harm reduction resources and materials
- Support research on the causes and consequences of opioid misuse

Exhibit 1-2: Georgia’s Opioid Crisis Plan visualizes Georgia’s plan to save lives, rejuvenate impacted communities, and recover from the Opioid Crisis.

GOALS	OUTCOMES	CHANGE
<ul style="list-style-type: none"> • Implement community and school-based prevention programs • Expand access to treatment services (e.g., Medication-Assisted Treatment, Medications for Opioid Use Disorder, Intensive Outpatient Programs, and inpatient settings) • Provide access to recovery and wrap-around services • Expand access to harm reduction resources and materials • Conduct research on the causes and consequences of opioid abuse 	<ul style="list-style-type: none"> • Decreased prevalence of opioid misuse, overdoses, and deaths • Increased access to evidence-based prevention, treatment, and recovery services • Increased availability and utilization of harm reduction resources and materials to reduce prevalence of HIV and Hepatitis-C • Increased workforce for strengthened recovery support and long-term reintegration outcomes • Improved data, research, and understanding of the causes and consequences of opioid use disorder 	<ul style="list-style-type: none"> • INCREASE: Access to prevention, treatment, recovery, and harm reduction resources • DECREASE: Prevalence of opioid use disorder, addiction, and opioid-related deaths • VISION: Reduce opioid deaths and addiction, improving population health across Georgia

Exhibit 1-1: Georgia’s Opioid Crisis Plan

SECTION 2 TRUST CHARTER

The Trust Charter establishes the scope and authority of the Trust and describes roles and responsibilities of the Trustee, the GOSAC, the Interagency Workgroup, the QBGs, and the RACs. The Trust Charter also describes how these entities interact with each other and report to the Trustee, the decision-making process for each governing entity and general governance guiding principles.

Section 2.1 provides an overview of the Governance Structure and Approach. For details refer to **Attachment A: Georgia Opioid Crisis Abatement Trust Charter**.

2.1 GOVERNANCE STRUCTURE AND APPROACH

The Governance Structure is made up of the Trustee, the GOSAC, the RACs, and the QBGs. All disbursements of State Opioid Funds from the Trust are made by the Trustee after consultation with the GOSAC. The GOSAC reviews funding requests from the RACs and provides a recommendation to the Trustee, who then decides on the disbursement of funds.

Exhibit 2-2: Georgia Opioid Crisis Abatement Trust Governance Structure identifies the Trust's governance entities and members within the overall governance structure. Each governing entity within the Trust's governance structure is established with discrete authority to provide decision making and guidance based on their role within the Trust. The governing entities are responsible for recommending and/or making decisions regarding expenditures of funds.

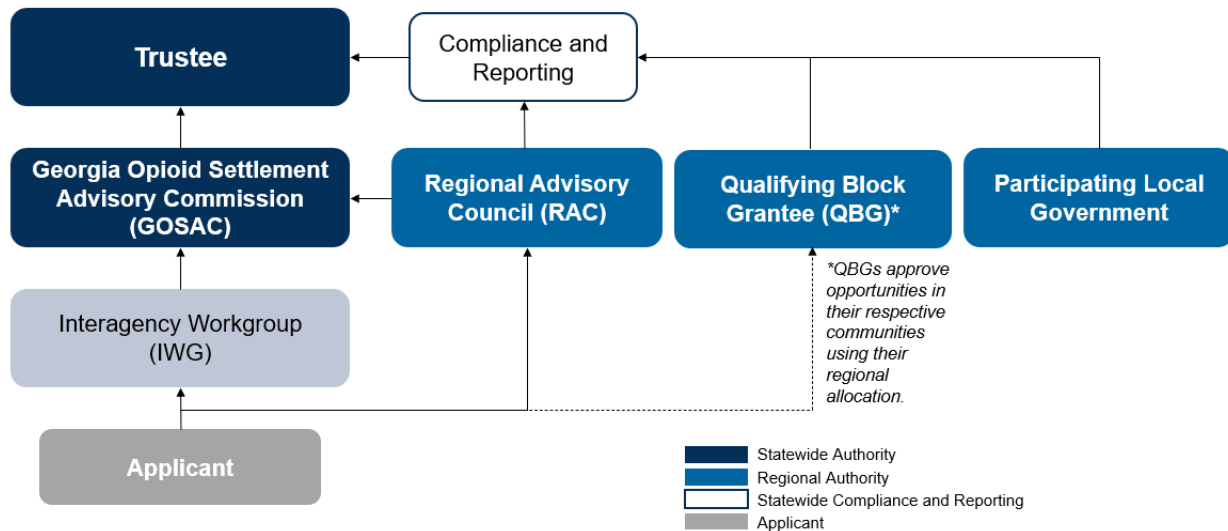


Exhibit 2-1: Georgia Opioid Crisis Abatement Trust Governance Structure



SECTION 3 STAKEHOLDER ROLES AND RESPONSIBILITIES

The Stakeholders Roles and Responsibilities section defines who is impacted and who participates in the Georgia Opioid Crisis Abatement Trust and their associated responsibilities.

Refer to **Attachment A: Georgia Opioid Crisis Abatement Trust Charter** for detailed roles and responsibilities of the Trustee, GOSAC, RACs and QBGs.

3.1 STAKEHOLDERS

A Stakeholder is an individual, group of individuals, or an organization that is involved with the Trust or whose interests may be impacted by the Trust. Stakeholders that may be directly and/or indirectly impacted by the Trust include, but are not limited to:

- Governor Appointed Trustee
- GOSAC
- Regional Advisory Councils
- Qualifying Block Grantees
- Applicants
- All Georgia citizens
- Georgia Department of Behavioral Health and Developmental Disabilities
- Georgia Department of Community Health
- Georgia Department of Corrections
- Georgia Department of Economic Development
- Georgia Department of Education
- Georgia Department of Human Services
- Georgia Office of Insurance and Safety Fire
- Georgia Department of Juvenile Justice
- Georgia Department of Public Health
- Georgia Office of Planning and Budget
- Georgia Office of Health Strategy and Coordination
- Georgia Certified Peer Specialists
- Community-Based Organizations in Georgia
- Technical College System of Georgia
- University System of Georgia
- Georgia Law Enforcement Agencies
- Georgia First Responder Agencies
- Georgia General Assembly
- Georgia Health Care Providers
- Impacted Communities in Georgia
- Families of Impacted Individuals in Georgia
- Advocates / Individuals with Lived Experience in Georgia
- Addiction Recovery Support Centers in Georgia
- Faith Leaders / Communities in Georgia



- Judiciary / Court System (Council of Accountability Court Judges (CACJ) and Criminal Justice Coordinating Council (CJCC))

3.2 ROLES AND RESPONSIBILITIES

The Roles and Responsibilities section defines the key roles involved in the Georgia Opioid Crisis Abatement Trust and their associated responsibilities.

3.2.1 GOVERNOR APPOINTED TRUSTEE (TRUSTEE)

The Trustee is appointed by the Governor and is a commissioner of an Executive Branch agency. The Trustee, or his or her designee or other designee of the Executive Branch of the State, makes decisions regarding expenditures of State Opioid Funds after consulting with the GOSAC. The Trustee is responsible for releasing State Opioid Funds that are in the Trust and accounting for all payments into or out of the Trust. The Trustee retains final decision-making authority over expenditures of State Opioid Funds and for ensuring compliance with the reporting requirements set forth in the MOUs.

Refer to **Attachment A: Georgia Opioid Crisis Abatement Trust Charter** for details on the Trustee.

3.2.2 GEORGIA OPIOID SETTLEMENT ADVISORY COMMISSION (GOSAC)

The GOSAC was created to make recommendations regarding the allocation of State Opioid Funds from the Trust and is referred to as the Government Participation Mechanism (GPM) in the MOUs.

The GOSAC consists of eight members and one non-voting chairperson. Four members and the chairperson are appointed by the Governor, while the remaining four members are appointed by Participating Local Governments, including one representative appointed by the Georgia Association of Community Service Boards.

The function of the GOSAC is to review applications for statewide initiatives, review and approve the RAC recommendations for Regional Distributions, and forward both to the Trustee. The GOSAC conducts at least quarterly meetings.

Refer to **Attachment A: Georgia Opioid Crisis Abatement Trust Charter** for details on the GOSAC.

3.2.3 INTERAGENCY WORKGROUP

At the Trustee's request, subject matter experts were designated to grade applications requesting funding for statewide initiatives. This group is known as the Interagency Workgroup (IWG), and they support the work by grading state applications for the benefit of the GOSAC.



3.2.4 REGIONAL ADVISORY COUNCIL (RAC)

The primary function of each Regional Advisory Council is to be available to consult with the GOSAC and Participating Local Governments to best determine how funds are spent for opioid abatement within the established Regions.

The State is divided into 11 regions for the purpose of administering the Regional Distribution (40% of the State Opioid Funds). Six regions mimic the DBHDD regions, and five regions are the Qualified Block Grantees. The regions comprised of multiple Participating Local Governments (i.e., litigating subdivisions that signed on to the Opioid Settlements) must form a RAC to best determine how to spend their share of the State Opioid Funds from the Trust.

3.2.5 QUALIFYING BLOCK GRANTEE (QBG)

The primary function of a QBG is to approve opportunities in its community for opioid abatement and/or remediation using its allocations from the Trust and the National Administrator. Each QBG develops a process for funds to be requested and approved. QBGs use the State's GMS for annual reporting purposes.

The City of Atlanta, Cobb County, DeKalb County, Fulton County, and Gwinnett County are QBGs. Each QBG is a region and receives its allocation directly from the Trust so long as it certifies that it has sufficient infrastructure to provide opioid abatement services.

3.2.6 TRUST STAFF

The Trust staff is responsible for ensuring the effective implementation and oversight of Opioid Settlement Fund allocations. Their duties include reviewing funding requests from Applicants and RACs; coordinating with the Trustee, GOSAC, and RACs; ensuring compliance with contracts and applicable MOUs; and conducting site visits to verify service delivery. They also oversee the reimbursement of funds in accordance with the grant award contracts.

Additionally, the Trust staff is responsible for reviewing information and invoices submitted by Contractors and coordinating these efforts with compliance activities as necessary. The staff secures and manages Applicant and Contractor data; it also develops as well as maintains reports and dashboards to support the Trust's transparency and accountability objectives.



3.2.7 APPLICANT/CONTRACTOR

The function of the Applicant is to identify opportunities in the community for the State Opioid Funds. The Applicant is responsible for submitting a grant application in accordance with the relevant Notice of Funding Opportunity and complying with all application requirements.

At the point a funding application is approved by the Trustee, and a fully executed contract between the Trust and the Applicant is signed, the Applicant is henceforth referred to as a “Contractor”.

The Contractor is responsible for delivering the funded project in accordance with the contract. The Contractor must be willing to adhere to all contractual compliance and reporting requirements. This includes but is not limited to responding to Trust inquiries, managing day-to-day implementation, and complying with monitoring requirements.

Examples of parties in this group may include community providers, public entities, and private for-profit or non-profit organizations.



SECTION 4 GUIDANCE ON FUNDING

This section describes how funding is allocated and managed in accordance with the three applicable MOUs. Refer to **Attachment B: Georgia Opioid Crisis Abatement Trust MOUs** for details.

4.1 OVERVIEW

The State created a Qualified Settlement Trust for State Opioid Funds titled the “Georgia Opioid Crisis Abatement Trust”. The Georgia Opioid Crisis Abatement Trust receives (1) the State Opioid Funds set forth in **Attachment B: Georgia Opioid Crisis Abatement Trust MOUs**; (2) funds from public or private sources, including gifts, grants, donations, rebates, or other Settlements received by the State and designated to the Trust; and (3) any interest earned by these amounts. The Trustee is appointed by the Governor and is a commissioner of an Executive Branch agency. The Trustee or his or her designee or other designee of the Executive Branch of the State, makes decisions regarding expenditures of State Opioid funds from the Trust after consulting with the GOSAC.

The Trustee provides an up-to-date accounting of payments into or out of the Trust, including written requests from the State or a Participating Local Government.

4.2 FUNDING ALLOCATION

The State receives 75% of the Opioid Settlements as its full allocation of State Opioid Funds. Of the State’s 75% share, the State expends at least 40% of those funds on a regional basis. Expenditures must be aligned with the Core Strategies and Approved Uses.

Participating Local Governments directly receive 25% of the Opioid Settlements from the National Administrator. Participating Local Governments must report on funds received and expended to their respective RAC.

Exhibit 4-2: Allocation of National Distributors and Manufacturers Opioid Settlements and **Exhibit 4-2: Big 5 and Kroger Opioid Settlements** provide a graphical representation of how Opioid Funding is allocated.

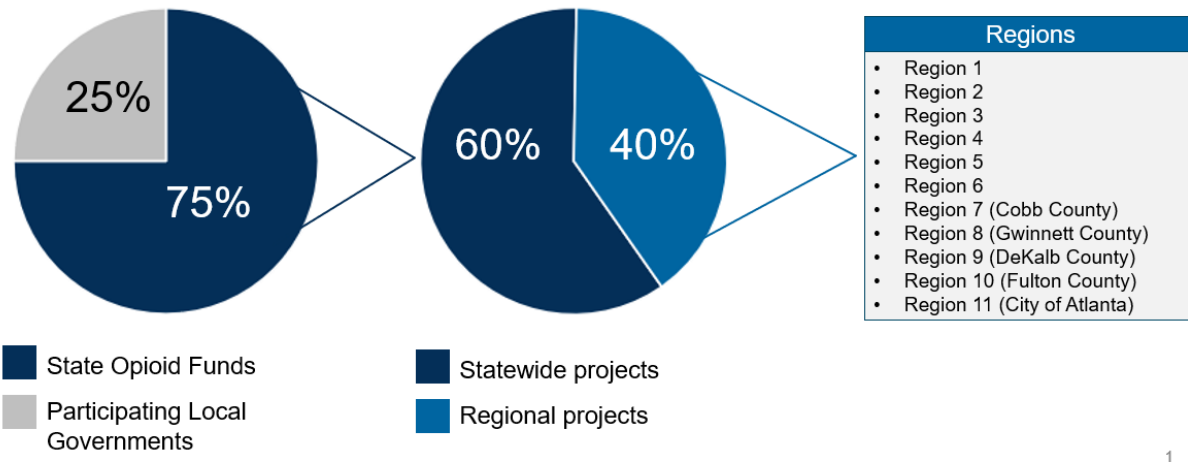


Exhibit 4-1: Allocation of National Distributors and Manufacturers Opioid Settlements

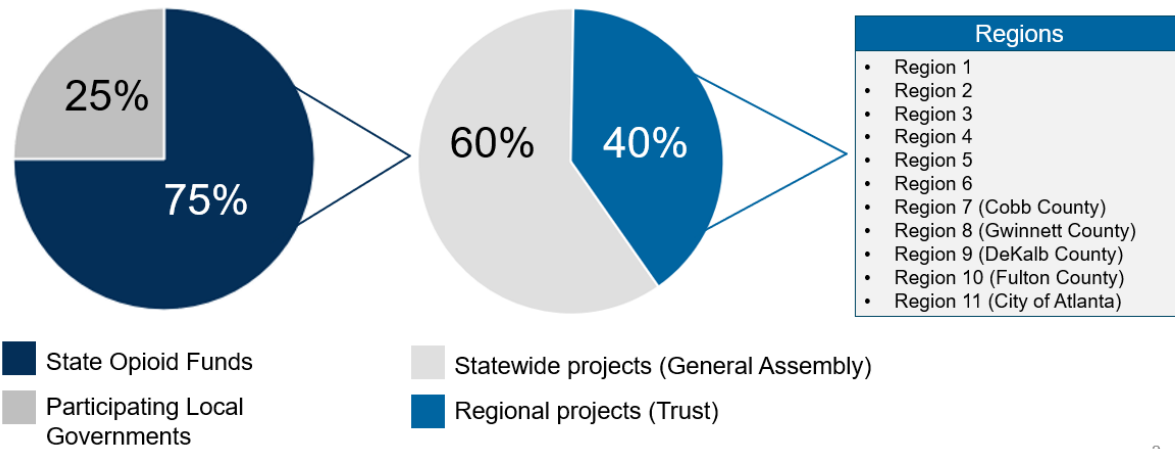


Exhibit 4-1: Allocation of the Big 5 and Kroger Opioid Settlements

The State assigns initial allocation percentages to the Regions using a national allocation model. Every three years, the Trustee recalculates the allocation percentages to the Regions based upon the following severity metrics: (1) the number of fatal opioid overdoses within the Region; (2) non-addiction treatment morphine milligram equivalents (MME) shipped into the Region; and (3) addiction treatment MME shipped into the Region.

Each Qualifying Block Grantee receives Regional expenditures via a direct block grant so long as it certifies that it has sufficient infrastructure to provide Opioid Abatement services.



4.3 LEGAL / ADMINISTRATIVE FUNDING REQUIREMENTS

The State and Participating Local Governments work cooperatively to ensure the funds are spent in accordance with **Attachment B: Georgia Opioid Crisis Abatement Trust MOUs** and the Settlements to actively defend the funds from federal clawback and/or recoupment. The State endeavors to keep Trust expenses reasonable in order to maximize the funding available for the Opioid Abatement.

Key financial requirements include the following:

- Expenses of the Trust are to be deducted first from interest earned on funds held by the Georgia Opioid Crisis Abatement Trust, and then, if necessary, may be deducted from the corpus of State Opioid Funds. These expenses include management and oversight of the implementation of the State Opioid Funds.
- Funds are set aside for attorneys' fees and costs for State of Georgia outside counsel prior to determining the state and regional allocations.
- Funds are to primarily be used for future abatement purposes. Funds used to reimburse the parties for past abatement expenses may not be used to reimburse past Medicaid expenses or any other expense that would be subject to a federal clawback, recoupment, or similar mechanism.
- In the event the federal government initiates and successfully claws back any Opioid Funds related to the Settlements, such amounts are first to be deducted from the total disbursements to be made to both the State and Participating Local Governments in the calendar year the clawback claim is successfully made and shall thereafter be deducted from the total disbursements to be made in any subsequent calendar year if necessary. After such a deduction, the allocation between the State and Participating Local Governments shall be applied to the remaining funds for the current calendar year or any subsequent calendar year if applicable. Deduction of amounts from the total disbursements shall include reimbursement of any amounts paid by the State or withheld from amounts due to the State as the result of a clawback and/or recoupment.

4.4 TRUST FUNDING REQUIREMENTS

4.4.1 CORE STRATEGIES AND APPROVED USES

To ensure funds are spent in accordance with the Opioid Settlement, the Core Strategies and Approved Uses listed below should be followed. It is important to note that distinct project categories applicable to each funding period is detailed in the Notice of Funding Opportunity (NOFO).

- Core Strategies include:
 - › Naloxone or other FDA-approved drugs to reverse opioid overdoses
 - › Medication-Assisted Treatment distribution and other opioid-related treatment
 - › Treatment and interventions for pregnant and postpartum women

-
- › Expanding treatment for Neonatal Abstinence Syndrome
 - › Expansion of warm hand-off programs and recovery services
 - › Treatment for the incarcerated population
 - › Creation or expansion of prevention programs
 - › Expanding syringe exchange programs
 - › Evidence-based data collection and research analyzing the effectiveness of the abatement strategies within the state
 - Approved Uses include:
 - › Prevention
 - Track, encourage, and support the effective utilization of new opioid use and misuse prevention funding and resources.
 - Implement awareness and education to prevent youth opioid misuse.
 - Increase statewide public awareness of opioid misuse, prevention strategies, and the opioid epidemic.
 - Implement education and awareness to help prevent opioid overdose deaths.
 - › Treatment
 - Increase access to treatment services for individuals with Opioid Use Disorder (OUD) with a specific focus on MAT and other evidence-based practices.
 - Increase access to treatment services and strategies for early diversion for individuals with OUD who are incarcerated or have criminal justice involvement.
 - › Recovery
 - Increase access to recovery support services for individuals with OUD.
 - Encourage employer policies and hiring practices that support individuals in recovery obtaining and maintaining employment.
 - Increase access to safe and stable housing in addition to community-based support.
 - Reduce barriers to accessing and using insurance for individuals in recovery.
 - › Harm Reduction
 - Expand the availability of Naloxone or other FDA-approved drugs to reverse opioid overdoses.
 - Expand syringe exchange and Fentanyl test strip distribution programs.

- Reduce overdose deaths and promote linkages to care.
- › Research and Evaluation
 - Convene policy leaders, and multidisciplinary partners, including law enforcement and researchers, to identify promising practices and to inform a research and program evaluation agenda.

4.4.2 GEORGIA OPIOID USE DISORDER CONTINUUM OF CARE MODEL

The Trust follows the DBHDD Opioid Continuum of Care, a model that encompasses prevention, treatment, and recovery components designed to impact the OUD crisis and identify the services and supports individuals require at the community level to have the opportunity to reach recovery. This model encompasses but is not limited to the Core Strategies and Approved Uses described above. The goal over time is to implement a minimum of one fully actualized continuum of care for OUD in each region. This framework supplements the Core Strategies and Approved Uses described above and in the MOUs. Refer to **Attachment C: Opioid Continuum of Care** for additional details.

Below are the Continuum of Care components:

1. Primary Prevention Services – The purpose of Primary Prevention is to prevent substance use disorders, including opioid use disorder, from ever occurring.
2. Harm Reduction – The purpose of Harm Reduction is to develop programs that aim primarily to reduce the adverse health, social, and economic consequences of the use of legal and illegal psychoactive drugs, such as opioids, without necessarily reducing drug consumption. Harm reduction also consists of syringe exchange and access to Naloxone, Fentanyl test strips, and other items.
3. Stand-alone Detoxification – The purpose of Stand-alone dDetoxification is to care for individuals whose chemical dependence/withdrawal signs and symptoms are sufficiently severe enough to require 24-hour, 7 days per week medical management and supervision by appropriately trained medical and nursing staff in a permanent facility with inpatient beds.
4. Intensive Residential Treatment – The purpose of Intensive Residential Treatment is to provide a planned regimen of 24-hour observation, monitoring, treatment, and recovery support utilizing a multi-disciplinary staff for individuals who require a supportive and structured environment due to OUD.
5. Medication-Assisted Treatment (MAT) Outpatient Program – The purpose of MAT is to provide a service during the day and evening hours to allow individuals to maintain residence in their community. This service is for adults 18 years or older who require the use of medication to support their recovery from OUD utilizing a multi-disciplinary team to treat and support sustained recovery, focusing on early recovery skills, including the negative impact of substances, tools for developing support, and relapse prevention skills.

6. Transitional Housing Linked to Outpatient MAT – The purpose of Transitional Housing is to help individuals begin to strengthen their living skills and focus on creating financial, environmental, and social stability to increase the probability of long-term recovery beyond the artificial environment.
7. Addiction Recovery Support Center (ARSC) – The purpose of an ARSC is to provide non-clinical, peer-led activities that engage, educate, and support individuals and families to make life changes necessary to establish, maintain, and enhance recovery from substance use disorders.



SECTION 5 GEORGIA OPIOID SETTLEMENT ADVISORY COMMISSION (GOSAC)

The GOSAC was created to make recommendations regarding the allocation of State Opioid Funds from the Trust and is referred to as the Government Participation Mechanism (GPM) in the MOUs.

The GOSAC is composed of members appointed by the Governor and Participating Local Governments. The body includes at least one member appointed by the Georgia Association of Community Service Boards. All members must have backgrounds in opioid use disorder, addiction treatment or policy, public health policy, mental health treatment or policy, or opioid-related law enforcement.

All members serve three-year terms and receive the per-diem rate of a Member of the General Assembly. Appointed members may be removed by their appointing authority.

The Chairperson serves as a non-voting member of GOSAC.

Refer to **Attachment A: Georgia Opioid Crisis Abatement Trust Charter** for details on the GOSAC.



SECTION 6 REGIONAL ADVISORY COUNCILS (RAC)

The primary function of each Regional Advisory Council is to be available to consult with the GOSAC and Participating Local Governments to best determine how funds are spent for opioid abatement within the established Regions.

Participating Local governments vote for RAC membership for each region. The RACs must have 3-7 members, not all of whom may reside in the same county. The Participating Local Governments in each RAC have the final decision on the total number of members.

Each RAC is responsible for reporting annually to the Trustee and GOSAC detailing: (1) the amount received by each Participating Local Government within the Region; (2) the allocation of any awards approved, listing the recipient, amount awarded, programs funded, and disbursement terms; and (3) the amounts actually disbursed and approved allocations. Each Participating Local Government within the region is responsible for providing information to the RAC for inclusion in the RAC's annual report.

For more information on RACs, refer to **Attachment A: Georgia Opioid Crisis Abatement Trust Charter**.

6.1.1 RAC MEMBERSHIP

It is recommended that each RAC have a total of seven members (three of whom are listed in the National Distributors and Manufacturers MOU). An odd number ensures the governing entity can avoid tied votes. All members may not reside in the same county. Below is a list of recommended member types:

- One member from a county board of health (*This member is required by the MOUs*)
- One executive member of a community service board (*This member is required by the MOUs*)
- One member that is a sheriff or representative designated by the sheriff (*This member is required by the MOUs*)
- One academic member (works in a university system)
- One member from a substance use provider that is licensed by the state
- One member that has experienced or has a family member that has experienced an opioid addiction
- One member from the Judiciary

Included in the seven members listed above, one of the members is to be a Chair of the RAC. The Chairperson is a voting member, is responsible for facilitating the RAC meetings, and is the primary point of contact for the RAC.

Refer to **Attachment A: Georgia Opioid Crisis Abatement Trust Charter** for details on the required roles and responsibilities of the RAC governing entity and its members.



6.1.2 RAC GUIDING PRINCIPLES

To ensure its allocated funds are spent in accordance with the Opioid Settlements, each RAC should determine the guiding principles and develop a plan for approving funding requests. RACs are encouraged to adopt bylaws. The plan should align with the Core Strategies and Approved Uses set forth in the Opioid Settlements. It is recommended that each RAC leverages Georgia's Continuum of Care framework to address gaps in a manner consistent with the Core Strategies and Approved Uses.



SECTION 7 FREQUENTLY ASKED QUESTIONS

The Frequently Asked Questions (FAQs) are designed to give stakeholders clear, accessible information about Georgia’s Opioid Settlements, including the structure, governance, and responsibilities of the Georgia Opioid Crisis Abatement Trust. These FAQs address the major settlement agreements, the funding framework, the roles of the Trustee and governing bodies such as GOSAC, RACs, and QBGs, and the processes used to allocate and manage State Opioid Funds from the Trust. They also explain Core Strategies, reporting requirements, and how organizations can engage with the Trust. The most current version is available on the Georgia Opioid Crisis Abatement Trust website.

Frequently asked questions related to the grant application process can be found on gaopioidtrust.org.

The FAQs are designed to give clear, accessible answers to common questions and may include links to additional resources for further guidance.

Exhibit 7-3: Frequently Asked Questions includes a list of FAQs related to the Trust:

Question	Answer
What are the three Opioid Settlements that Georgia has signed on to?	Georgia participates in three Opioid Settlements that shape how funding is governed and distributed across the state: the National Distributors and Manufacturers Settlement, which provides the bulk of Georgia’s funding and establishes the statewide governance and allocation framework; the Big 5 MOU, which covers settlement funds from the nation’s largest retail pharmacy chains and mirrors the national structure; and the Kroger MOU, which similarly aligns to the national framework and defines how Kroger-related settlement funds flow through the Trust and to local communities.
What do these three Settlements mean to Georgia?	The three settlements provide Georgia with a long-term, dedicated funding stream to support prevention, treatment, recovery, and harm-reduction efforts statewide. They also establish a consistent governance and distribution framework, ensuring that funds are managed and allocated in a transparent manner and shared across both statewide and regional initiatives. The settlements give Georgia the structure and resources needed to make sustained progress in reducing opioid-related harm.
How are Opioid Settlement funds allocated across Georgia under the various MOUs?	The National Distributors and Manufacturers Opioid Settlement MOU sets the core structure for how Georgia distributes its Opioid Settlement funds. Under this framework, 75% of funds flow to the Georgia Opioid Crisis Abatement Trust, and 25% go directly to Participating Local Governments. Of the Trust’s share, at least 40% must support regional projects, while the remaining 60% may fund statewide initiatives.



	The Big 5 and Kroger MOUs follow this same structure, with one distinction: within their arrangements, the Trust distributes the 40% regional portion, and the Georgia General Assembly appropriates the 60% statewide portion.
What is the Georgia Opioid Crisis Abatement Trust, and who oversees it?	The Trust is the statewide entity responsible for managing a substantial portion of Georgia’s Opioid Settlement funds. The Governor appointed the Commissioner of DBHDD as the Trustee, who works with DBHDD and the Office of Health Strategy and Coordination within the Governor’s Office of Planning and Budget to administer funds and oversee compliance.
How does the Trust structure support long-term opioid abatement?	By administering multiple MOUs under a consistent statewide governance framework, Georgia leverages shared processes and coordinated oversight to maximize efficiency and track outcomes against opioid abatement goals. This includes strengthening ongoing prevention, treatment, recovery, harm reduction, research, and community-based supports while ensuring transparency and accountability across all settlement dollars.
What is the role of the Trustee?	The Trustee oversees implementation of all settlements, ensures reporting compliance, releases and accounts for all Trust funds, recalculates regional allocations every three years, and holds final authority over all expenditures.
What is the Georgia Opioid Settlement Advisory Commission (GOSAC)?	The GOSAC is an eight-member voting body (plus one non-voting chair) that reviews statewide and regional funding applications, consults with stakeholders, and makes recommendations to the Trustee.
What do the Regional Advisory Councils (RACs) do?	RACs score regional applications, submit funding recommendations to the GOSAC, consult with Participating Local Governments, and provide annual reports on regional allocations and spending.
What is a Qualifying Block Grantee (QBG)?	The QBGs—Cobb, DeKalb, Fulton, and Gwinnett Counties, and the City of Atlanta—receive funds directly from the Trust and independently approve abatement projects in their jurisdictions, subject to reporting requirements.
How does the Trust determine annual funding allocations for each region?	<p>Allocations follow a formula laid out in the National Distributors and Manufacturers MOU, which is recalculated every three years using regional data on fatal opioid overdoses, non-addiction treatment MME shipped, and addiction-treatment MME shipped.</p> <p>These updates ensure funding shifts with regional trends in overdose patterns, prescribing activity, and treatment needs.</p>
What are the Core Strategies for Approved Uses of funds?	The Core Strategies of the Trust include Naloxone distribution; MAT/MOUD treatment; services for pregnant and postpartum women; Neonatal Abstinence Syndrome care; warm-handoff and recovery services; treatment in correctional settings; prevention

	<p>programs; syringe services; research and evaluation; and other opioid crisis abatement activities.</p> <p>The Approved Uses include prevention efforts such as youth education, public awareness, and overdose-prevention initiatives; expanded access to evidence-based treatment including MAT and diversion options for individuals in the criminal justice system; recovery supports that improve housing stability, employment opportunities, insurance access, and community-based services; harm-reduction strategies such as Naloxone distribution, syringe services, and fentanyl test strip programs; and research and evaluation activities that convene policymakers, law enforcement, and researchers to identify promising practices and strengthen program effectiveness.</p> <p>Please refer to Section 4.4.1 Core Strategies and Approved Uses for more detail.</p>
<p>Are there reporting requirements?</p>	<p>The Trustee and each RAC are required to report annually the following information: (1) the amounts received by the Trust; (2) the allocation of any awards approved, listing the recipient, amount awarded, programs funded, and disbursement terms; and (3) the amounts actually disbursed.</p> <p>Each Contractor, who is a grant awardee, must provide monthly and/or quarterly reports to the Trust, per the requirements of their contract.</p> <p>See Section 8: Guidance on Reporting and Compliance for more information.</p>
<p>How does the Trust measure the long-term impact of funded projects?</p>	<p>The impact of funded projects is evaluated through outcome-based reporting, performance metrics tied to Core Strategies, and annual statewide assessments of progress. The Trust has engaged the services of a contractor to monitor and evaluate grant funding distributions.</p>
<p>How do I apply for funding?</p>	<p>If applying for State Opioid Funds, visit https://www.gaopioidtrust.org/.</p> <p>If your organization is located in the City of Atlanta, Cobb County, DeKalb County, Fulton County, or Gwinnett County and you are applying for regional funding, submit your request to the corresponding QBG.</p>
<p>Do you have a website with more information?</p>	<p>The Trust's website is https://www.gaopioidtrust.org/.</p>

Exhibit 7-2: Frequently Asked Questions



SECTION 8 GUIDANCE ON REPORTING AND COMPLIANCE

This section provides guidance on Reporting and Compliance for the Georgia Opioid Crisis Abatement Trust.

8.1 REPORTING BY THE TRUSTEE

Reporting is valuable and necessary to review past performance and improve future decision-making, ensure State Opioid Funds from the Trust are spent appropriately, provide information to the community to assist with future funding requests, and project future community needs. The Contractors, RACs, QBGs, GOSAC, and Trustee all play a part in reporting and reviewing data. Through reporting, the community can see how the Georgia Opioid Crisis Abatement Trust is abating the opioid epidemic.

The annual reports for the Trustee and RACs are published on the Trust's website for access by the public.

The Trustee is responsible for reporting the following:

- An up-to-date accounting of payments into or out of the Trust and/or its subaccounts upon written request of the State or a Participating Local Government.
- An annual report detailing: (1) the amounts received by the Trust; (2) the allocation of any awards approved, listing the recipient, amount awarded, programs funded, and disbursement terms; and (3) the amounts actually disbursed.
- An assessment of how well resources have been used by the State, the Local Governments, and Regions to abate opioid addiction, overdose deaths, and other consequences of the Opioid Crisis in the annual report.

If the State believes that any Participating Local Government has used funds for a non-approved purpose, it may request in writing the documentation underlying such alleged improper use of funds. If any ten (10) Participating Local Governments believe the State has used funds for a non-approved purpose, they may request jointly, in writing, the documentation underlying such alleged improper use of funds.

Refer to **Attachment B: Georgia Opioid Crisis Abatement Trust MOUs** for details.

8.2 REPORTING BY THE CONTRACTOR

8.2.1 CONTRACTOR REPORTING PROCESS NARRATIVE

The Programmatic Officers are responsible for reviewing the data submitted by the Contractor, maintaining the reports, and handling issues with the GMS. **Exhibit 8-2: Reporting Process Flow** describes the process for reporting once a funding request has been approved.

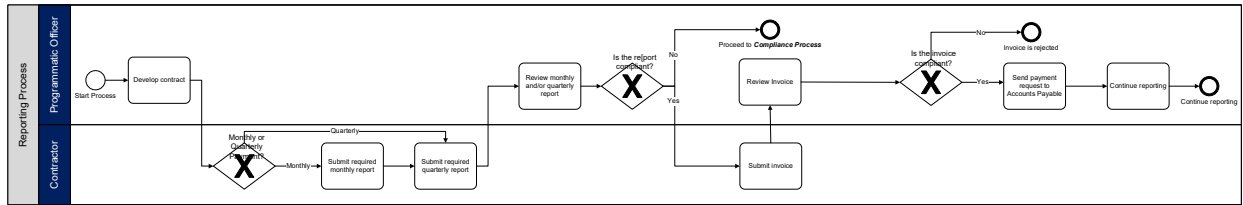


Exhibit 8-1: Reporting Process Flow

8.2.2 CONTRACTOR REPORTING NARRATIVE

Exhibit 8-2: Contractor Reporting Process Narrative is the narrative that supports the process flow above. This narrative includes the process activities and associated stakeholders. The actors for this process include the Programmatic Officer, the Trust Staff, and the Contractor (who is referred to as the “Applicant” until the Trustee approves their funding application and their fully executed contract is signed).

#	Activity	Activity Description	Actor
1	Develop contract	Develop contract including deliverables (e.g., immigration compliance, resolution, and attestation) and budgetary items. This includes provisions for whether the Contractor will be paid on a monthly or quarterly basis.	Programmatic Officer
2	Monthly or Quarterly Payment?	If the Contractor elects to be paid on a monthly basis, proceed to Step 3. If the Contractor elects to be paid on a quarterly basis, proceed to Step 4.	Contractor
3	Submit required monthly report	Submit the monthly programmatic report to the Programmatic Officer. The data is submitted by the 10th day of the month or as determined by the contract. Only Contractors that have elected monthly payments must follow this step. The Contractor is required to expend and account for funds, assure they abide by the State Laws/procedures, and contract terms and conditions. The Contractor provides a status of the funds to assure the funds are spent within the approved budget.	Contractor
4	Submit required quarterly report	Submit the data required to complete the report on a quarterly basis to the GMS. The data must be submitted within 30 days of the end of the reporting period. All contractors must submit quarterly reports, regardless of whether they request reimbursements on a monthly or quarterly schedule. The Contractor is required to expend and account for funds, assure they abide by the State Laws/procedures, and contract terms and conditions. The Contractor provides a status of the	Contractor

#	Activity	Activity Description	Actor
		funds to assure the funds are spent within the approved budget.	
5	Review monthly and/or quarterly report	Review the data submitted by the Contractor to ensure the activities being undertaken by the Contractor are consistent with the contract, the project is on track, and if there are any issues that require further discussion with the Trust staff.	Programmatic Officer
6	Is the report compliant?	Review the quarterly reports to ensure compliance with contract terms and conditions. If compliant, proceed to Step 7. If discrepancies are noted, see Compliance Process Flow .	Programmatic Officer
7	Submit invoice	If the monthly and/or quarterly report is accepted, the Contractor is eligible to submit any invoices for reimbursement.	Contractor
8	Review invoice	Review the submitted invoice to ensure compliance with contract terms and conditions.	Programmatic Officer
9	Is the invoice compliant?	If invoice is compliant, proceed to Step 10. If not, the invoice is rejected and the Contractor must resubmit the corrected invoice that reflects compliance with budget and contract terms and conditions.	Programmatic Officer
10	Send payment request to Accounts Payable	Send payment request to Accounts Payable to be processed.	Programmatic Officer
11	Continue reporting	Continue monthly and/or quarterly reporting. No further action is required. This continues until the contract ends.	Programmatic Officer

Exhibit 8-2: Contractor Reporting Process Narrative

The Trust will choose projects to evaluate on an annual basis. This evaluation will be conducted by an outside entity.

8.3 TRUST COMPLIANCE

The Trust Staff are responsible for ensuring that all Opioid Settlement Funds from the Trust are allocated and spent in accordance with the applicable Memoranda of Understanding.

8.3.1 COMPLIANCE PROCESS FLOW

Exhibit 8-3: Compliance Process Flow describes the process the Trust staff follows to monitor the status of the invoices in the event that a compliance review is flagged in the Reporting process. This process includes escalating a budget amendment to the Trustee when that amendment is not aligned with the approved budget. The Trust can refer issues to the DBHDD Audit Team to conduct an audit, if deemed necessary.

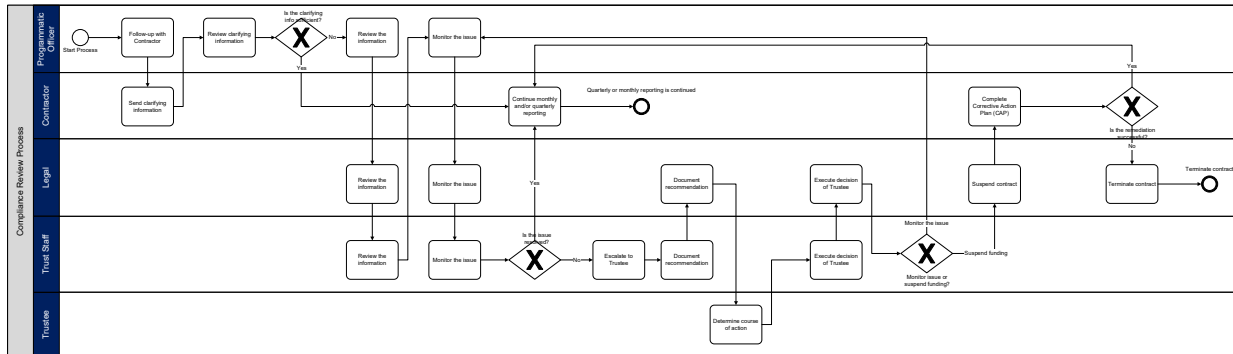


Exhibit 8-3: Compliance Process Flow

8.3.2 COMPLIANCE NARRATIVE

Exhibit 8-4: Compliance Process Narrative is the narrative that supports the process flow above. This narrative includes the process activities and associated stakeholders. The actors for this process include Legal, the Programmatic Officer, the Trust Staff, the Trustee, and the Contractor. Please note that this process starts if an issue is noted in the Reporting process.

#	Activity	Activity Description	Actor
1	Follow-up with Contractor	Follow up with the Contractor for clarifying information.	Programmatic Officer
2	Send clarifying information	Submit the requested clarifying information to the Programmatic Officer.	Contractor
3	Review clarifying information	Evaluate the information received to determine whether it adequately addresses the issue.	Programmatic Officer
4	Is the clarifying information sufficient?	If clarifying information is sufficient, proceed to Step 16. If provided information is not sufficient to clarify the issue, escalation is required. Forward the information to the Trust Staff and Legal and proceed to Step 5.	Programmatic Officer
5	Review the information	Review the information and determine a strategy for resolution. Based on the findings, the Trust Staff may monitor and escalate the concern to the Legal team.	Programmatic Officer, Trust Staff, and Legal
6	Monitor the issue	Monitor the issue, which may include actions such as conducting a site visit or collaborating with the Contractor on a Corrective Action Plan (CAP). The Trust Staff, Legal team, and Programmatic Officer determine the actions taken on a case-by-case basis.	Programmatic Officer, Legal, and Trust Staff

#	Activity	Activity Description	Actor
7	Is the issue resolved?	If the issue is resolved, proceed to Step 16. If the issue is not resolved through monitoring, proceed to Step 8.	Trust Staff
8	Escalate to Trustee	Escalate the issue to the Trustee. In specific cases, the DBHDD Audit Team may also be notified. The DBHDD Audit is outside of the scope of this document.	Trust Staff
9	Document recommendation	Document recommended course of action for review by the Trustee. The recommendation should include the steps that were taken to resolve the issue, the current status, and a recommended resolution.	Trust Staff and Legal
10	Determine course of action	Review recommendation(s) from Trust Staff and the Legal team to determine the course of action.	Trustee
11	Execute decision of Trustee	Carry out the decision of the Trustee. The decision may include corrective actions up to and including suspending or terminating the contract.	Trust Staff and Legal
12	Monitor issue or suspend funding?	If the decision is to continue the contract, proceed to Step 16 to continue monitoring the situation. If the decision is to suspend the contract, proceed to Step 13.	Trust Staff
13	Suspend contract	Issue formal written notice to the Contractor that funding is being suspended. The notice should outline the reason for suspension and the expectations for corrective action.	Legal
14	Complete Corrective Action Plan (CAP)	Complete a Corrective Action Plan and implement required remediation.	Contractor
15	Is the remediation successful?	If remediation is successful, reinstate the contract and proceed to Step 16. If remediation is unsuccessful, proceed to Step 17.	Contractor
16	Continue monthly and/or quarterly reporting	Continue monthly and/or quarterly reporting. No further action is required. This continues until the contract ends.	Contractor
17	Terminate contract	Issue formal written notice of termination. The Trustee must provide justification for termination. No further action is required.	Legal

Exhibit 8-4: Compliance Process Narrative



Georgia Opioid Crisis Abatement Trust Charter

Date: December 9, 2025



Revision History

DATE	VERSION	DESCRIPTION	AUTHOR
10/25/2025	.01	Initial Draft	North Highland
11/13/2025	.02	Completed First Draft	North Highland
12/9/2025	1.00	Completed Final Draft	North Highland



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SECTION 1 INTRODUCTION

1.1 BACKGROUND

As of the end of 2025, Georgia's combined Opioid Settlements represent approximately \$1.1 billion in total projected funding to support prevention, treatment, recovery, harm reduction, research, and training efforts across the state. This unprecedented level of investment reflects Georgia's participation in multiple national and multistate agreements with opioid manufacturers, distributors, and retail pharmacies. Together, these agreements create a sustained, long-term funding stream that strengthens Georgia's capacity to address the opioid crisis through coordinated statewide and local action with transparency and accountability.

Georgia opted into the nationwide settlements reached on opioid litigation brought by states and local subdivisions against the three largest pharmaceutical distributors, McKesson, Cardinal Health, and Cencora (formerly AmerisourceBergen), and manufacturer Janssen Pharmaceuticals, Inc. (including its parent company Johnson & Johnson (J&J)) (collectively National Distributors and Manufacturers Opioid Settlement). Georgia is expected to receive approximately \$638 million to address the current opioid epidemic and support future abatement efforts. The State of Georgia and Participating Local Governments entered into a Memorandum of Understanding (MOU) that established the spending parameters of the Settlement Funds. Accordingly, the Governor appointed the Commissioner of the Georgia Department of Behavioral Health and Developmental Disabilities (DBHDD) as the Trustee of the Georgia Opioid Crisis Abatement Trust (Trust). The Trustee and the Trust are working in tandem with the Office of Health Strategy and Coordination (OHSC) within the Governor's Office of Planning and Budget (OPB) to oversee the implementation of the Settlement, allocate the funds, and ensure compliance with the reporting requirements as outlined in the MOU. OHSC monitors and advises the Governor on the nationwide Settlements reached on opioid litigation brought by states and local subdivisions.

The original Distributors and Manufacturers Settlement MOU has since been supplemented by two additional agreements, resulting in three active MOUs that now govern Georgia's opioid abatement funding:

- The National Distributors and Manufacturers Settlement, finalized in 2022, encompasses McKesson, Cardinal Health, Cencora (formerly AmerisourceBergen), and Janssen Pharmaceuticals, Inc. (Johnson & Johnson). Payments from these entities occur over a period ranging from 9 to 18 years, depending on the distributor or manufacturer. This agreement established Georgia's foundational governance and funding structure, defining the 75%/25% (Trust/Participating Local Government) and 60%/40% (Statewide/Regional) splits that guide how Settlement resources are distributed.
- The "Big 5 MOU", finalized in 2023, covers Teva Pharmaceuticals Industries Ltd., Abbvie (formerly Allergan Finance), LLC, Walmart Inc., CVS Health Corporation and CVS Pharmacy, Inc., and Walgreen Co. These agreements expand Georgia's participation to include additional retail pharmacies and manufacturers involved in

national opioid litigation. While the Big 5 MOU follows the same governance structure as the National Distributors and Manufacturers Settlement MOU, the MOU differs in how the funds are allocated. The 75%/25% (Trust/Participating Local Government) funding structure remains, but only the 40% designated for Regional Distribution is distributed by the Trust. The remaining 60% designated for statewide initiatives is to be spent at the direction of the General Assembly for Approved Purposes by appropriation.

- The Kroger MOU, finalized in 2024, pertains to the Settlement with Kroger Co. and its affiliated pharmacy entities. This agreement mirrors the structural framework of the Big 5 MOU.

The National Distributors and Manufacturers Settlement MOU established the foundational governance structure of the Trust and allocation methodology for distributing Opioid Settlement Funds in Georgia. Under this structure, 75% of the Opioid Settlement Funds, known as the State Opioid Funds, are allocated to the Georgia Opioid Crisis Abatement Trust (the Trust) and 25% of the Opioid Settlement Funds are allocated to the Participating Local Governments. Within the Trust's allocation, at least 40% must be spent on regional projects (Regional Distribution) and the remaining 60% may be spent on statewide initiatives. This distribution framework ensures a balanced approach – directing resources to both statewide priorities and community-specific needs. The Big 5 and Kroger MOUs substantially mirror the National Distributors and Manufacturers Settlement MOU with the exception that the 40% Regional Distribution is to be distributed by the Trust while the Georgia General Assembly appropriates the remaining 60% for the statewide initiatives. Each MOU is included as an attachment to the Resource Toolkit for reference.

The Trust is fully operational, with dedicated staff in place and established processes for receiving, reviewing, and approving grant applications and disbursing funds to awardees under the defined governance structure. The Trust has a governance structure that is made up of a Governor Appointed Trustee (Trustee), Georgia Opioid Settlement Advisory Commission (GOSAC), the Qualifying Block Grantees (QBGs), and the Regional Advisory Councils (RACs). In summary, the governance structure shows how the disbursement of State Opioid Funds is made by the Trustee or the Trustee's Designee after consultation with the GOSAC and the RACs. The RACs forward their recommendations to the GOSAC, which reviews funding applications and recommendations for statewide and regional initiatives before providing their recommendations to the Trustee. The Trustee then decides on the disbursement of funds. The QBGs receive funds directly from the Trust.



Exhibit 1-1: Georgia’s Opioid Crisis Plan visualizes Georgia’s plan to save lives, rejuvenate impacted communities, and recover from the Opioid Crisis.

GOALS	OUTCOMES	CHANGE
<ul style="list-style-type: none"> • Implement community and school-based prevention programs • Expand access to treatment services (e.g., Medication-Assisted Treatment, Medications for Opioid Use Disorder, Intensive Outpatient Programs, and inpatient settings) • Provide access to recovery and wrap-around services • Expand access to harm reduction resources and materials • Conduct research on the causes and consequences of opioid abuse 	<ul style="list-style-type: none"> • Decreased prevalence of opioid misuse, overdoses, and deaths • Increased access to evidence-based prevention, treatment, and recovery services • Increased availability and utilization of harm reduction resources and materials to reduce prevalence of HIV and Hepatitis-C • Increased workforce for strengthened recovery support and long-term reintegration outcomes • Improved data, research, and understanding of the causes and consequences of opioid use disorder 	<ul style="list-style-type: none"> • INCREASE: Access to prevention, treatment, recovery, and harm reduction resources • DECREASE: Prevalence of opioid use disorder, addiction, and opioid-related deaths • VISION: Reduce opioid deaths and addiction, improving population health across Georgia

Exhibit 1-1: Georgia’s Opioid Crisis Plan

The Georgia Opioid Crisis Abatement Trust’s governance structure is responsible for ensuring funds are allocated to assist with prevention, treatment, recovery, harm reduction, research and evaluation, and education. The following is a summary of the Core Strategies of Approved Uses for the funds.

- Naloxone or other FDA-approved drug to reverse opioid overdoses
- Medication-assisted and other opioid-related treatment
- Pregnant and postpartum women
- Expanding treatment for Neonatal Abstinence Syndrome
- Expansion of warm hand-off programs and recovery services
- Treatment for people who are incarcerated
- Prevention programs
- Expansion of syringe services programs
- Evidence-based data collection and research analyzing the effectiveness of abatement strategies within the state

1.2 PURPOSE OF THE CHARTER

The purpose of the Charter is to establish the scope and authority of various entities described in the applicable MOUs as they pertain to the distribution of State Opioid Funds from the Trust. This Charter describes roles and responsibilities of the Trustee, the GOSAC, QBGs, and the RACs. This Charter also describes how these entities interact with and report to the Trustee.

SECTION 2 GOVERNANCE

Governance is the structure used to set the direction for programs and the projects within those programs. It includes the process by which organizations ensure the proper evaluation, selection, prioritization, and funding of applications and oversee their implementation. The governance structure provides clarity to roles and responsibilities and mechanisms by which communication between the groups is clear and concise.

The governing entities abide by the following guiding principles:

- Foster positive communication among governing entity members and between the governing entity and stakeholders.
- Keep Trust and constituent needs at the center of all decisions.
- Seek long-term solutions and outcomes in decision-making in tandem with short-term priorities.
- Exercise good stewardship of funds when making decisions and setting priorities.
- Promote collaboration and alignment among state, regional, and local partners.

The following values are factored into developing an effective governance structure:

- Simplicity, transparency, and open communication
- Visible executive and stakeholder involvement
- Breaking down of silos within and between organizations
- Compliance with the Settlement Agreements, each applicable Memorandum of Understanding (MOU), and applicable laws
- Fiscal responsibility and accountability

As organizations mature, governance is increasingly critical to success due to the variety of concurrent operational challenges that require:

- Informed, structured, and efficient decision-making capability to effectively carry out the priorities of the Trust.
- Formalized governance within the Trust that empowers stakeholders to keep decision making at the appropriate level.

2.1 GOVERNANCE STRUCTURE AND APPROACH

A centralized governance approach is needed to coordinate the activities across all Georgia stakeholders and participants, to ensure legal and ethical compliance with the terms of all applicable Settlements and MOUs, and to deliver the desired benefits where needed the most. Operationalizing a governance structure, defining clear roles and responsibilities, developing a

means for measuring the impact and effective use of the funds, and establishing ongoing oversight are all critical to delivering the desired outcomes to Georgians.

The Governance Structure is made up of a Governor Appointed Trustee (Trustee), the GOSAC, the QBGs, and the RACs. All disbursements of State Opioid Funds from the Trust are made by the Trustee or the Trustee’s Designee after consultation with the GOSAC. At the Trustee’s request, subject matter experts were designated to serve as funding application graders. This group is known as the Interagency Workgroup (IWG), and they support the work by grading state applications for the benefit of the GOSAC.

The GOSAC reviews funding applications from the Interagency Workgroup (IWG) and RACs and provides recommendations to the Trustee. Based on these recommendations, Trustee exercises ultimate authority over all funding determinations. If a QBG is requesting State Opioid Funds from the Trust, the funding application is reviewed by the GOSAC to make a recommendation to the Trustee for review, decision, and disbursement of funds, if appropriate.

Exhibit 2-1: Georgia Opioid Crisis Abatement Trust Governance Structure identifies the Trust governing entities and members within the overall governance structure. Each governing entity within the governance structure is established with discrete authority to provide decision making and guidance based on their role.

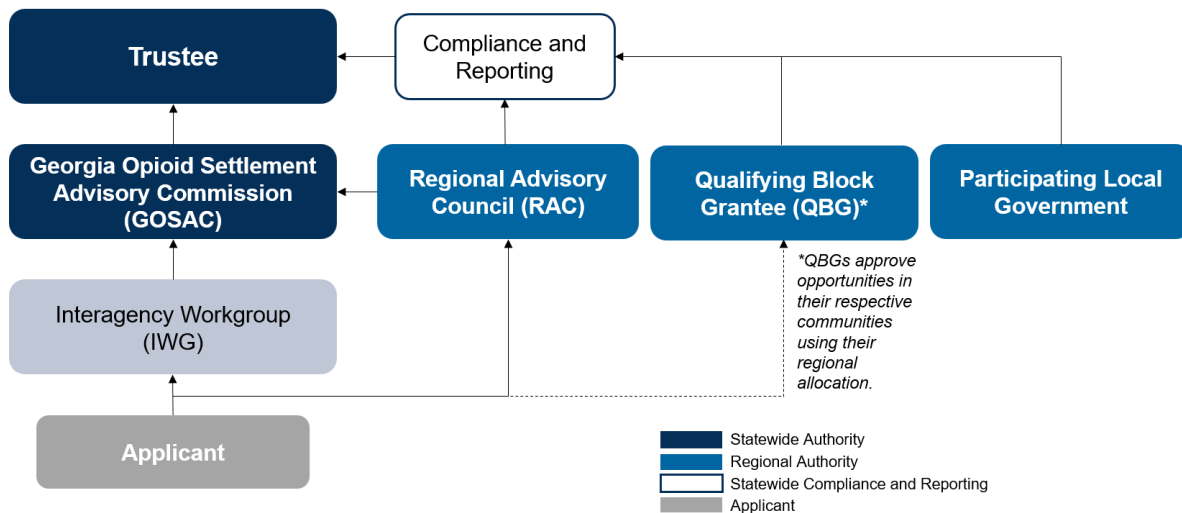


Exhibit 2-1: Georgia Opioid Crisis Abatement Trust Governance Structure

SECTION 3 GOVERNING ENTITIES

3.1 GOVERNOR APPOINTED TRUSTEE (TRUSTEE)

The Trustee is appointed by the Governor and is a commissioner of an Executive Branch agency. The Trustee or their designee, or other designee of the Executive Branch of the State, makes decisions regarding expenditures of State Opioid Funds from the Trust after consulting with the GOSAC.

The Trustee is responsible for:

- Overseeing the implementation of the Settlement Agreements.
- Ensuring compliance with the reporting requirements set forth in the applicable MOUs.
- Releasing funds that are in the Trust and accounting for all payments into and out of the Trust.
- Making disbursements of State Opioid Funds from the Trust for (1) Core Strategies and Approved Uses, after consultation with the GOSAC; (2) for administrative expenses; and (3) for attorneys' fees.
- Recalculating the Regional Distribution using the following metrics every three years:
 - The number of fatal opioid overdoses within the Region
 - Non-addiction treatment morphine milligram equivalents (MME) shipped into the Region
 - Addiction treatment MME shipped into the Region.
- Providing an up-to-date accounting of payments into or out of the Trust and/or its subaccounts upon written request of the State or a Participating Local Government.
- Providing an annual report detailing: (1) the amounts received by the Trust; (2) the allocation of any awards approved, listing the recipient, amount awarded, programs funded, and disbursement terms; and (3) the amounts actually disbursed. The annual report includes an assessment of how well resources have been used by the State, the Participating Local Governments, and Regions to abate Opioid Use Disorder, overdose deaths, and the other consequences of the opioid crisis in the annual report.

The Trustee retains final decision-making authority over expenditures of State Opioid Funds from the Trust for Core Strategies and Approved Uses.

The State publishes its annual report and all Regional Advisory Council annual reports on the Trust's website.

3.1.1 TRUSTEE ROLES AND RESPONSIBILITIES

Exhibit 3-1: Trustee Roles and Responsibilities summarizes the roles and responsibilities of the Trustee and the Trust Staff.

Roles	Responsibilities
Trustee or Trustee’s Designee	<ul style="list-style-type: none"> • Oversee the implementation of the Opioid Settlements • Ensure compliance with the reporting requirements set forth in each applicable MOU • Make decisions regarding application awards after consulting with the GOSAC and RACs • Retain final decision-making authority over expenditures of State Opioid Funds from the Trust for Core Strategies and Approved Uses
Trust Staff	<ul style="list-style-type: none"> • Provide subject matter expertise • Provide information / clarification to the Trustee on applications • Schedule meetings for the Trustee • Prepare meeting materials, including presentations and reports • Provide training and technical assistance • Respond to public and stakeholder inquiries • Manage contracts with each grant recipient • Liaise with DBHDD budget, finance, and contract staff • Maintain the Trust’s website • Conduct any follow-ups as requested by the Trustee

Exhibit 3-1: Trustee Roles and Responsibilities

3.2 GEORGIA OPIOID SETTLEMENT ADVISORY COMMISSION (GOSAC)

The GOSAC was created to make recommendations regarding the allocation of State Opioid Funds from the Trust and is referred to as the Government Participation Mechanism (GPM) in the MOUs.

The GOSAC consists of eight members and one non-voting chairperson. Four members and the chairperson are appointed by the Governor, while the remaining four members are appointed by local governments, including one representative appointed by the Georgia Association of Community Service Boards.

The function of the GOSAC is to review applications for statewide initiatives, review and approve the RAC recommendations for Regional Distributions, and forward both to the Trustee. The GOSAC conducts at least quarterly meetings and reviews recommendations submitted by the RACs.

3.2.1 GOSAC KEY FUNCTIONS

Key functions of the GOSAC include:

- Making recommendations to the Trustee regarding how the State Opioid Funds are allocated. The Trustee retains final authority over allocation of State Opioid Funds from the Trust.
- Ensuring funding applications are properly aligned with the Core Strategies and Approved Uses.
- Consulting with local governments and the RACs for the Regional Distribution and awarding of grants.

3.2.2 GOSAC MEMBERSHIP

The GOSAC is composed of members appointed by the Governor and local governments. The body includes at least one member appointed by the Georgia Association of Community Service Boards. All members must have backgrounds in opioid use disorder, addiction treatment or policy, public health policy, mental health treatment or policy, or opioid-related law enforcement.

All members serve three-year terms and receive the per-diem rate of a Member of the General Assembly. Appointed members may be removed by their appointing authority.

The Chairperson serves as a non-voting member of GOSAC.

Exhibit 3-2: GOSAC Roles and Responsibilities summarizes the roles and responsibilities for the GOSAC Chairperson, GOSAC Members, and GOSAC Liaison.

Roles	Responsibilities
GOSAC Chairperson <i>(Non-voting member of the GOSAC)</i>	<ul style="list-style-type: none"> • Facilitate the GOSAC Meetings (minimum quarterly) • Review agenda and meeting materials prior to the meeting • Provide subject matter expertise • Vote on decisions as needed • Identify GOSAC Liaison • Non-voting member of the GOSAC
GOSAC Members <i>(Voting Members of the GOSAC governing entity)</i>	<ul style="list-style-type: none"> • Review agenda and meeting materials prior to meeting • Provide subject matter expertise • Vote to approve / disapprove applications • Provide recommendations to the Trustee on applications •
GOSAC Liaison <i>(Identified by the Chairperson)</i>	<ul style="list-style-type: none"> • Report to the Chairperson on all GOSAC related items • Schedule meetings • Prepare meeting materials, including presentations and reports • Conduct a prep meeting with the Chairperson to review and finalize the meeting materials • Prepare and distribute meeting agendas and minutes • Conduct any follow up as determined by GOSAC Chairperson or GOSAC Members • Report to the Chairperson on all GOSAC related items

Exhibit 3-2: GOSAC Roles and Responsibilities

3.2.3 GOSAC MEETINGS AND REPORTING

- The GOSAC conducts meetings quarterly at a minimum.
- A majority vote is required for recommendation to the Trustee except in the event of a tie. If there is a tie, the application moves forward to the Trustee or Trustee’s Designee.
- A GOSAC quorum is based on at least five voting members of the GOSAC being present.

3.2.3.1 GOSAC MEETING PROCESS FLOW

Exhibit 3-3: GOSAC Meeting Process describes the process for holding a GOSAC meeting.

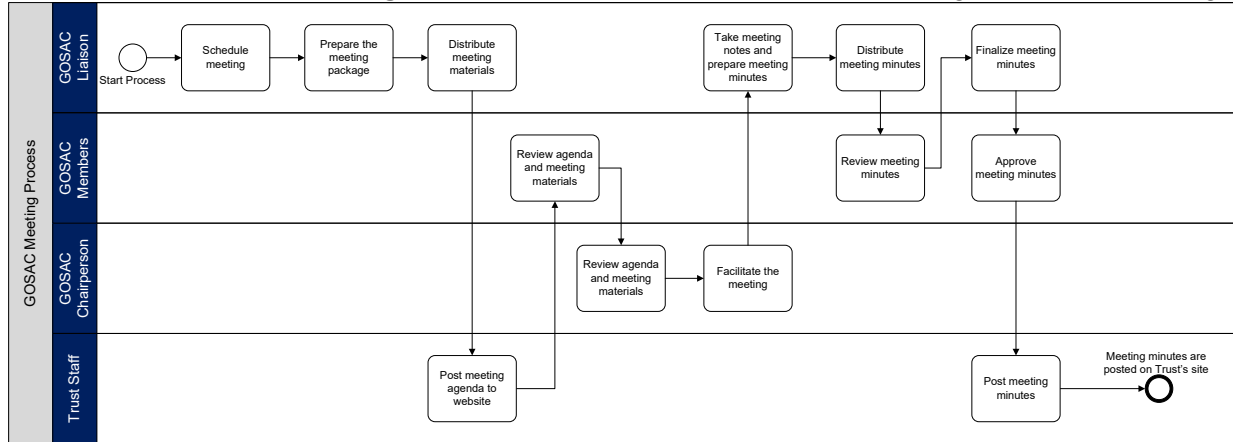


Exhibit 3-3: GOSAC Meeting Process Flow

Exhibit 3-4: GOSAC Meeting Process Narrative is the narrative that supports the GOSAC Meeting Process Flow. The actors for this process include the GOSAC Chairperson, GOSAC Members, and GOSAC Liaison.

3.2.3.2 GOSAC MEETING PROCESS NARRATIVE

#	Activity	Activity Description	Actor
1	Schedule meeting	Send an appointment to all GOSAC members.	GOSAC Liaison
2	Prepare the meeting package	Prepare the meeting package. Meeting materials include, but are not limited to the agenda, previous meeting minutes, new and outstanding applications, and other items for discussion.	GOSAC Liaison
3	Distribute meeting materials	Distribute the packet to the GOSAC Members and Chairperson at least five days prior to the meeting. Forward meeting minutes to the Trust Staff who will post them on the gaopoidtrust.org website. Any updates or corrections to the meeting packet must be distributed no later than two days prior to the meeting.	GOSAC Liaison
4	Post meeting agenda to website	Post the meeting agenda on the gaopoidtrust.org website.	Trust Staff
5	Review agenda and meeting materials	Review the meeting materials prior to the meeting to be prepared to discuss each agenda item.	GOSAC Members and GOSAC Chairperson
6	Facilitate the meeting	Facilitate the meeting following the agenda.	GOSAC Chairperson

#	Activity	Activity Description	Actor
7	Take meeting notes and prepare meeting minutes	Capture notes throughout the meeting including decisions made and action items. Formalize the meeting notes into meeting minutes for distribution.	GOSAC Liaison
8	Distribute meeting minutes	Distribute the meeting minutes to all GOSAC Members for review and feedback.	GOSAC Liaison
9	Review meeting minutes	Review and provide feedback on GOSAC meeting minutes.	GOSAC Members
10	Finalize meeting minutes	Receive all feedback and finalize the GOSAC meeting minutes. The GOSAC Liaison distributes meeting minutes to the GOSAC Members for approval at the next meeting.	GOSAC Liaison
11	Approve meeting minutes	Approve the GOSAC meeting minutes at the next meeting.	GOSAC Members
12	Post meeting minutes	Upload the meeting minutes to the Trust's website.	Trust Staff

Exhibit 3-4: GOSAC Meeting Process Narrative

3.2.3.3 GOSAC REPORTING

The GOSAC is not required to submit any reporting to the Trustee. However, the GOSAC may review the reports provided by the RACs, QBGs, Participating Local Governments, and Contractors (grant recipients).

3.3 REGIONAL ADVISORY COUNCIL (RAC)

The primary function of each Regional Advisory Council is to make initial funding recommendations for regional application and available to consult with the GOSAC to aid in the determination of final recommendations for the Trustee. They may also provide guidance to Participating Local Governments to best determine how funds are spent for opioid abatement within the established Regions.

The State is divided into 11 regions for the purpose of administering the Regional Distribution (40% of the State Opioid Funds). Six regions mimic the DBHDD regions for administrative efficiency, and five regions are the Qualified Block Grantees. The regions comprised of multiple Participating Local Governments (i.e., litigating subdivisions that signed on to the Opioid Settlements) must form a RAC to best determine how to spend their share of the State Opioid Funds from the Trust.

3.3.1 RAC KEY FUNCTIONS

Key functions of the RAC include:

- Reviewing funding requests from applicants for regional initiatives and recommend funding allocations to the GOSAC.
- Assisting with the resolution of any local government issues or concerns.

- Providing annual reports to the Trustee on the allocation and disbursement of Participating Local Government funds within their region, as outlined in the MOU.

3.3.2 RAC MEMBERSHIP

The RAC membership is defined below:

- Local governments vote for RAC membership for each region. The RACs must have 3-7 members, not all of whom may reside in the same county. The local governments in each RAC have the final decision on the total number of members.
- Each RAC must have one member from a county board of health; one member from an executive team of a community service board; and a Sheriff (or representative designated by the Sheriff) located in the region.
- Each RAC also contains a member of the judiciary, a member from the University System of Georgia, an opioid treatment provider, and a person with lived experience.

Exhibit 3-5: RAC Roles and Responsibilities summarizes the suggested roles and responsibilities for the RAC team.

Roles	Responsibilities
Chairperson	<ul style="list-style-type: none"> • Facilitate the RAC meetings • Review agenda and meeting materials prior to the meeting • Provide subject matter expertise • Call for a consensus on recommendations as needed • Act as primary point of contact
Members	<ul style="list-style-type: none"> • Review agenda and meeting materials prior to meeting • Provide subject matter expertise • Vote on application recommendations • Provide recommendations to the GOSAC and Trustee on applications
Trust Staff	<ul style="list-style-type: none"> • Receive grant applications on behalf of the RAC • Check for initial completeness of all regional applications and disseminate to RACs for scoring • With guidance from the RAC, assign graders to each application • Provide meeting materials as requested • Manage RAC requests in the GMS for the RAC Members • Conduct any follow up as determined by RAC Members

Exhibit 3-5: RAC Roles and Responsibilities

3.3.3 RAC MEETINGS AND REPORTING

3.3.3.1 RAC MEETING PROCESS FLOW

Exhibit 3-6: RAC Meeting Process Flow describes the process for holding a RAC meeting. This is a recommendation only as the RAC is responsible for establishing and operating the RAC meeting process.

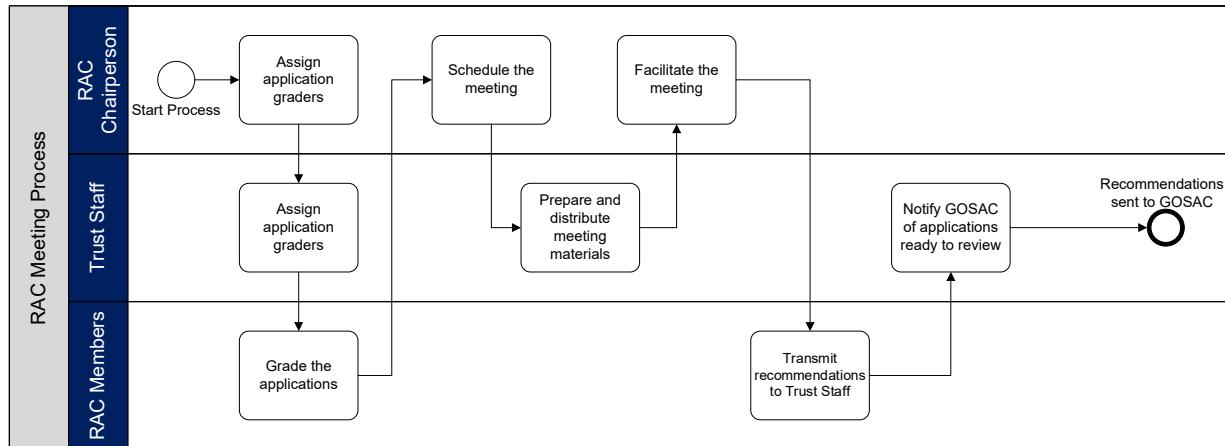


Exhibit 3-6: RAC Meeting Process Flow

3.3.3.2 RAC MEETING PROCESS NARRATIVE

Exhibit 3-7: RAC Meeting Process Narrative is the narrative that supports the RAC Meeting Process Flow. The actors for this process include the RAC Chairperson, the RAC Members, and the Trust Staff.

#	Activity	Activity Description	Actor
1	Assign application graders	Assign RAC members to grade applications based on number of applications and subject matter expertise. There should be at least one subject matter expert based on the topic of the application.	RAC Chairperson and Trust Staff
2	Grade the applications	Grade the applications based on the scoring rubric.	RAC Members
3	Schedule the meeting	Send a meeting appointment to all RAC members.	RAC Chairperson
4	Prepare and distribute the meeting package	Prepare and distribute the meeting package. Meeting materials include but are not limited to the agenda, new and outstanding requests, prior reports, average scores of applications, and other items for discussion.	RAC Chairperson
5	Facilitate the meeting	Facilitate the meeting to discuss application grades, distribution of funding, and other matters to make recommendations.	RAC Chairperson



#	Activity	Activity Description	Actor
6	Transmit recommendations to Trust Staff	Transmit preliminary recommendations to Trust Staff and respond to inquiries as necessary.	RAC Members
7	Notify GOSAC of applications ready for review	Notify the GOSAC Liaison of applications that are ready for GOSAC review and send recommendations to GOSAC.	Trust Staff

Exhibit 3-7: RAC Meeting Process Narrative

3.3.3.3 RAC REPORTING

Each RAC provides a report annually to the Trustee confirming the following:

- The amount received by each Participating Local Government within the Region
- The allocation of any awards approved, listing the recipient, amount awarded, programs funded, and disbursement terms
- The amounts actually disbursed to approved recipients

Each Participating Local Government within each region provides any information necessary to produce its annual report.

3.4 QUALIFYING BLOCK GRANTEE (QBG)

The primary function of a QBG is to approve opportunities in its community for opioid abatement and/or remediation using its allocations from the Trust and the National Administrator. Each QBG develops a process for funds to be requested and approved. QBG uses the State’s GMS for annual reporting purposes.

3.4.1 QBG KEY FUNCTIONS

Key functions of a QBG include:

- Identifying opportunities where opioid abatement services are needed in the community.
- Reporting the details of how the funds have been allocated.

3.4.2 QBG MEMBERSHIP

The QBGs are the City of Atlanta, Cobb County, DeKalb County, Fulton County, and Gwinnett County. QBGs are to be established in accordance with the MOUs and must respond to information requests from the Trustee.

3.4.3 QBG MEETINGS

The QBGs conduct meetings to review and make decisions on applications.

3.4.3.1 QBG MEETING PROCESS FLOW

The QBGs are responsible for establishing their own process flows.

3.4.4 QBG REPORTING

The QBGs complete and provide an annual report to the Trustee, confirming the following:

- The amount received by each Participating Local Government within the QBG
- The allocation of any awards approved, listing the recipient, amount awarded, programs funded, and disbursement terms
- The amounts actually disbursed to approved recipients

SECTION 4 APPLICATION REVIEW PROCESS

This section includes a summary of the Georgia Opioid Crisis Abatement Trust Application Review process flow and process narrative. The narrative provides a detailed list and description of the tasks required for disbursement of funds.

Any application that is to be reviewed by the GOSAC or a RAC must be submitted via the GMS. The Trustee, GOSAC, RAC, Interagency Workgroup, and Trust staff use GMS to facilitate the funding application, approval, and reporting processes.

4.1 PROCESS FLOW

Exhibit 4-1: Georgia Opioid Crisis Abatement Trust Application Review Process describes the process from submitting an application for funding through the approval or denial of the application. Refer to the appropriate QBG for information on the QBG application funding process.

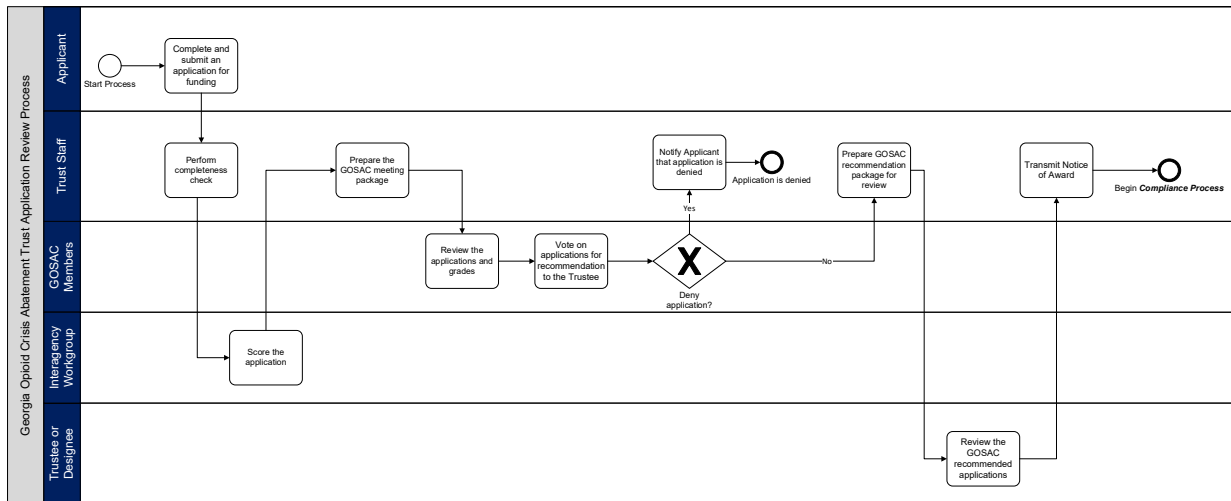


Exhibit 4-1: Georgia Opioid Crisis Abatement Trust Application Review Process

Exhibit 4-2 Georgia Opioid Crisis Abatement Trust Application Review Process Narrative is the narrative that accompanies the Georgia Opioid Crisis Abatement Trust Application Review Process Flow. The actors for this process include the Trustee, GOSAC Members, Interagency Workgroup, Applicant, and associated team members.

#	Activity	Activity Description	Actor
1	Complete and submit an application for funding	Complete and submit the application in the GMS.	Applicant
2	Perform completeness check	Perform completeness check of the application, ensuring that all questions were answered, all	Trust Staff

#	Activity	Activity Description	Actor
		required documentation has been provided, and that the correct funding category (state vs regional) was selected.	
3	Score the application	Score the application and notify the Trust Staff of the application grades for review by the GOSAC.	Interagency Workgroup
4	Prepare the GOSAC meeting package	Prepare the meeting package and send the package to the GOSAC Chairperson and Members.	Trust Staff
6	Review the applications and grades	Review the meeting package and request more information, as needed, from the Trust Staff. The GOSAC determines which aligned applications should be recommended.	GOSAC Members
7	Vote on applications for recommendation to the Trustee	<p>The GOSAC votes on recommendations to be submitted to the Trustee or the Trustee's Designee.</p> <p>If the GOSAC votes to recommend the application to the Trustee or the Trustee's Designee, the GOSAC Chairperson notifies the Trust Staff to include the recommended applications in the package for the Trustee or Trustee's Designee for review. Proceed to Step 8.</p> <p>If the GOSAC votes to not recommend the application to the Trustee or the Trustee's Designee, proceed to Step 11.</p>	GOSAC Members
8	Prepare the GOSAC recommendation package for review	Prepare the GOSAC recommendation package for the Trustee or Trustee's Designee.	Trust Staff
9	Review the GOSAC recommended applications	Review the recommendations and determine which applications are ready for approval.	Trustee or Trustee's Designee
10	Transmit Notice of Award	Notify the applicant of their award via the GMS. If the applicant wishes to proceed with the contracting process, they sign to accept their Notice of Award within 14 days. Add the full list of awards to the Trust website.	Trust Staff
11	Notify Applicant that application is denied	Notify the applicant via the GMS that the application was not approved for funding.	Trust Staff

Exhibit 4-2: Georgia Opioid Crisis Abatement Trust Application Review Process Narrative



SECTION 5 REPORTING AND COMPLIANCE

5.1 REPORTING BY THE TRUSTEE

The Trustee provides an up-to-date accounting of payments into and out of the Trust and/or its subaccounts upon written request of the State or a Participating Local Government. The State, through the Trustee, provides an annual report detailing: (1) the amounts received by the Trust; (2) the allocation of any awards approved, listing the recipient, amount awarded, programs funded, and disbursement terms; and (3) the amounts actually disbursed. The Trustee also includes an assessment of how well resources have been used by the State, the Participating Local Governments, and Regions to abate opioid addiction, overdose deaths, and the other consequences of the Opioid Crisis. The State publishes its annual report and all RAC annual reports on the Georgia Opioid Crisis Abatement Trust's website.

If the State believes that any Participating Local Government has used funds for a non-approved purpose, it may request in writing the documentation underlying such alleged improper use of funds. If any ten (10) Participating Local Governments believe the State has used funds for a non-approved purpose, they may request jointly, in writing, the documentation underlying such alleged improper use of funds.

5.2 REPORTING BY THE CONTRACTOR

Once an Applicant's funding application has been approved by the Trustee and the Applicant has signed the fully executed contract, the Applicant is hereafter referred to as a "Contractor".

A Contractor is 1) required to expend and account for funds; 2) assure they abide by the applicable(?) State laws/procedures, and contract terms and conditions; and 3) provide status reports of the funds to assure spending is within budget. For details on the Contractor Reporting process, refer to the **Georgia Opioid Crisis Abatement Trust Resource Toolkit**.

5.3 TRUST COMPLIANCE

The Trust Staff is responsible for ensuring that all Opioid Settlement Funds from the Trust are spent in accordance with the approved awards of the Trustee, in line with the applicable Memoranda of Understanding. For details on the Compliance process, refer to the **Georgia Opioid Crisis Abatement Trust Resource Toolkit**.



Georgia Opioid Crisis Abatement Trust

**Memorandum of Understanding Concerning National
Distributor and Johnson & Johnson Opioid Settlements**

Settlement Document

State of Georgia and Local Governments: Memorandum of Understanding Concerning National Distributor and Johnson & Johnson Opioid Settlements

Foreword

This Memorandum of Understanding between the State of Georgia *ex. Rel* Chris Carr, Attorney General and certain Georgia Local Government (“LGs”) entities concerns the harms visited upon Georgia’s citizens and the State itself by certain manufacturers and distributors (“Opioid Defendants”) of prescription opioids.

To address these harms, the State and certain of its local government entities separately initiated litigation meant to hold the Opioid Defendants accountable.

Some Distributor Opioid Defendants, namely McKesson Corporation, AmerisourceBergen Corporation, and Cardinal Health, Inc. (each a “Settling Distributor”) and Janssen (“J&J”)¹ have separately reached settlement frameworks (referenced as “National Distributor Settlement” and “J&J Settlement”) with certain states and local government entities that the State of Georgia and LGs have the option to join.

This Memorandum aims to memorialize an agreement between the State and certain LGs that would enable the State and certain LGs to join the National Distributor and J&J Settlements and maximize the monetary help that the State and its LGs receive.

I. Definitions

- a. “Approved Purposes” shall mean those uses identified in the List of Opioid Remediation Uses, attached as Exhibit E to the National Distributor Settlement, and those uses identified as “Approved Opioid Abatement Uses” in Schedules A and B to Exhibit G to the Notice of Filing of Eighth Plan Supplement Pursuant to the Fifth Amended Joint Chapter 11 Plan of Reorganization of Purdue Pharma L.P. and its Affiliated Debtors, In re: Purdue Pharma L.P., et al., Case No. 19-23649-RDD, Dkt. 3121 (Bankr. S.D. N.Y. July 8, 2021).
- b. “Government Participation Mechanism” means the mechanism formed to make recommendations regarding the allocation of State Opioid

¹ “Janssen” means Johnson & Johnson, Janssen Pharmaceuticals, Inc., OrthoMcNeil-Janssen Pharmaceuticals, Inc., and Janssen Pharmaceuticals, Inc.

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Funds consistent with the Findings of Facts, Conclusions of Law, and Order Confirming the Twelfth Amended Joint Chapter 11 Plan of Reorganization of Purdue Pharma L.P. and Its Affiliated Debtors, In re: Purdue Pharma L.P. et al., Case No. 19-23649-RDD (Bankr. S.D. N.Y. Sept. 17, 2021), ECF No. 3787.. “Local Government Opioid Funds” means the funds allocated to local governments pursuant to Section III of this Memorandum.

- c. “Local Government Opioid Funds” means the funds allocated to local governments pursuant to Section III of this Memorandum.
- d. “Opioid Funds” means monetary amounts obtained through an Opioid Settlement as defined in this Memorandum of Understanding.
- e. “Opioid Settlement” means the National Distributor Settlement and the J&J Settlement, both dated July 21, 2021.
- f. “Parties” shall mean the State and the Participating Local Governments.
- g. “Participating Local Governments” shall mean:
 - (i) all litigating subdivisions listed on Exhibit C to the National Distributor Settlement and/or Exhibit C to the J&J Settlement and in the signature block to this Memorandum prepared by the LGs and
 - (ii) nonlitigating subdivisions listed on Exhibit G to the National Distributor Settlement or Exhibit G to the J&J settlement

that choose to sign on to the National Distributor Settlement and J&J Settlement during the notice or sign-on period.

- h. “Region” – Region shall mean each of the Regions described Section III.a of this Memorandum.
- i. “Released Entities” means the entities defined in definition HHH of the National Distributor Settlement and definition 61 of the J&J Settlement
- j. “State Opioid Funds” means the funds allocated to the State pursuant to Section III of this Memorandum.

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- k. “Trustee” shall be the Commissioner of an agency of the Executive Branch of the State, or his or her designee or other designee of the Executive Branch of the State, to oversee the implementation of the settlement, make decisions regarding expenditures of State Opioid funds after consulting with the Government Participation Mechanism, ensure compliance with the reporting requirements set forth in Section V and in any Opioid Settlement, and who is responsible for the ministerial task of releasing Opioid Funds that are in trust as authorized herein and accounting for all payments into or out of the trust.

II. Creation of a Qualified Settlement Trust for State Opioid Funds; Government Participation Mechanism.

- a. The Parties shall file a Petition in the Superior Court of Gwinnett County, Georgia, seeking to establish a Qualified Settlement Fund within the meaning of 26 C.F.R. § 1.468B-1, titled the “Georgia Opioid Crisis Abatement Trust”
 - i. The Georgia Opioid Crisis Abatement Trust shall receive (1) the State Opioid Funds set forth under this Memorandum of Understanding; (2) funds from public or private sources, including gifts, grants, donations, rebates, or other settlements received by the State and designated to the Trust; and (3) any interest earned by these amounts.
- b. The Commissioner of an agency of the Executive Branch of the State,² or his or her designee or other designee of the Executive Branch of the State, shall act as Trustee.
- c. The Parties shall work to establish a Government Participation Mechanism as described in the Notice of Filing of Eighth Plan Supplement Pursuant to the Fifth Amended Joint Chapter 11 Plan of Reorganization of Purdue Pharma L.P. and its Affiliated Debtors, In re: Purdue Pharma L.P., et al., Case No. 19-23649-RDD, Dkt. 3121 (Bankr. S.D. N.Y. July 8, 2021), Exhibit G at 11.

² The agency or department shall be selected by the Governor, after consultation with the Attorney General.

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- d. The Trustee shall make disbursements of State Opioid Funds for (1) Approved Purposes, after consultation with the Government Participation Mechanism; (2) for administrative expenses as described in Section V of this Memorandum; and (3) for attorneys' fees and costs as identified in Section VII of this Memorandum. The Trustee shall retain final decision-making authority over expenditures of State Opioid Funds for Approved Purposes.
- e. Appointees to the Government Participation Mechanism shall have a background in opioid use disorder, addiction treatment or policy, public health policy, mental health treatment or policy, or opioid-related law enforcement. Members shall serve for three years and shall be paid the per diem of a Member of the General Assembly for their service. Any member who is appointed shall be subject to removal by the appointing authority. The Government Participation Mechanism shall have at least 1 member who is appointed by the Georgia Association of Community Service Boards. The Government Participation Mechanism shall meet at least quarterly and make recommendations, upon a majority vote, regarding allocation of State Opioid Funds. The Trustee shall retain final authority over allocation of State Opioid Funds.

III. Allocation between State and Local Governments

- a. The Participating Local Governments shall collectively receive 25% of the National Distributor and J&J Settlements as their full allocation of Local Government Opioid Funds, for all claims past and future of the Participating Local Governments. Local Government Opioid Funds shall be paid to the national Settlement Administrator(s) as that term is defined in the National Distributor and J&J Settlements and distributed pursuant to Section V.D.4.C of the National Distributor Settlement and Section VI of the J&J Settlement, with the following additional conditions:
 - i. If a county who is a Participating Local Government under this Memorandum has a sheriff who is a Litigating Subdivision listed in Exhibit C of the National Distributor Settlement, at least 9.45% of the Opioid Funds paid to that county shall be allocated to that county's sheriff to be used for Approved Purposes; and

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- ii. If a county who is a Participating Local Government under this Memorandum has a hospital which is a Litigating Subdivision listed in Exhibit C of the National Distributor Settlement, at least 2% of the Opioid Funds paid to that county shall be allocated to the hospital to be used for Approved Purposes.
 - iii. If a county who is a Participating Local Government under this Memorandum has a school district which is a Litigating Subdivision listed in Exhibit C of the National Distributor Settlement, at least 1% of the Opioid Funds paid to that county shall be allocated to the school district to be used for Approved Purposes.
- b. The State shall receive 75% of the National Distributor and J&J Settlements as its full allocation of State Opioid Funds.
- c. Of the State's 75% share, the State shall expend at least 40% of those funds on a regional basis ("Regional Distribution"). Expenditures related to (1) "Core Strategies" identified in Schedule A or (2) strategies identified in Schedule B, Subsection A of Exhibit E to the National Distributor Settlement are expressly recognized as a non-exhaustive list of expenditures that shall be considered as Regional Distributions.
 - i. The State of Georgia shall be divided into Regions to be determined by the State in consultation with LGs at a future date. Each county with a population of at least 400,000 persons ("Qualifying Block Grantee") shall be counted as a separate Region.
 - ii. Each Qualifying Block Grantee shall receive State Regional expenditures via a direct block grant so long as it certifies that it has sufficient infrastructure to provide Opioid Abatement services.
 - iii. Where a municipality located wholly within a Qualifying Block Grantee or wholly within abutting Qualifying Block Grantees would independently qualify as a block grant recipient (an "Independently Qualifying Municipality"), the Independently Qualifying Municipality will receive a Block Grant directly

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payable to the Independently Qualifying Municipality according to the percentages in the allocation model available at www.opioidnegotiationclass.info implemented in In re: National Prescription Opiates Litigation, MDL No. 2804 (N.D. Ohio) (the “Negotiation Class Allocation Model”).

- iv. The State shall assign initial regional allocation percentages to the Regions based on the allocation model available at www.opioidnegotiationclass.info implemented in In re: National Prescription Opiates Litigation, MDL No. 2804 (N.D. Ohio) (the “Negotiation Class Allocation Model”). Every three years, the Trustee shall recalculate the regional allocation percentages to the Regions based upon the following severity metrics: (1) the number of fatal opioid overdoses within the Region; (2) non-addiction treatment morphine milligram equivalents (MME) shipped into the Region; and (3) addiction treatment MME shipped into the Region.
- v. For each Region comprised of multiple Participating Local Governments, Participating Local Governments shall form a Regional Advisory Council of three to seven members, not all of whom may reside in the same County. The Advisory Council shall include at least 1 member of a county board of health from one of the Participating Local Governments in the Region, 1 member of the executive team of a Community Service Board located in the Region, and 1 sheriff (or representative designated by the sheriff) located in the Region.
- vi. The Regional Advisory Councils shall be available to consult with the Government Participation Mechanism and with Participating Local Governments to best determine how funds will be spent for opioid remediation within the established Regions. In every instance the Trustee shall retain final authority over disbursement of the State Opioid Funds.

IV. Funds to be used for Approved Purposes; Clawback and Recoupment

- a. With the exception of administrative expenses identified in Section V.b, funds set aside for attorneys’ fees and costs for State of Georgia outside counsel, and funds set aside for attorneys’ fees for Local

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Government outside counsel pursuant to Section VII of this Memorandum, State Opioid Funds and Local Government Opioid Funds shall be used for Approved Purposes.

- b. Funds are to primarily (no less than 70 percent) be used for future abatement purposes. Funds used to reimburse the parties for past abatement expenses may not be used to reimburse past Medicaid expenses or any other expense that would be subject to a federal clawback, recoupment, or similar mechanism.
- c. The State and Local Governments shall work cooperatively to ensure the funds are spent within the spirit of this Agreement and the Settlements reached with the Distributors and J&J, and shall further work cooperatively to actively defend the funds from federal clawback and/or recoupment, including, but not limited to, actively participating in any administrative procedure or other case or process related to defense of the funds from federal clawback and/or recoupment. In the event the federal government initiates and successfully claws back any Opioid Funds related to the Settlements, such amounts shall first be deducted from the total disbursements to be made to both the State and Local Governments in the calendar year the clawback claim is successfully made and shall thereafter be deducted from the total disbursements to be made in any subsequent calendar year if necessary. After such deduction, the allocation between the State and Local Governments described in Section IV of this Memorandum shall be applied to the remaining funds for the current calendar year or any subsequent calendar year if applicable. Deduction of amounts from the total disbursements shall include reimbursement of any amounts paid by the State or withheld from amounts due to the State as the result of a clawback and/or recoupment.

V. Compliance and Reporting

- a. The Trustee shall provide an up-to-date accounting of payments into or out of the trust and/or its subaccounts upon written request of the State or a Participating Local Government. The State, through the Trustee, shall provide an annual report detailing: (1) the amounts received by the Trust; (2) the allocation of any awards approved, listing the

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recipient, amount awarded, programs funded, and disbursement terms; and (3) the amounts actually disbursed. The Trustee shall also include an assessment of how well resources have been used by the State and the Local Governments and Regions to abate opioid addiction, overdose deaths, and the other consequences of the Opioid Crisis. The State shall publish its annual report and all Regional Advisory Council annual reports on its website.

- b. Expenses of the Trustee shall be deducted first from interest earned on funds held by the Georgia Opioid Crisis Abatement Trust, and then, if necessary, may be deducted from the corpus of State Opioid Funds.
- c. The State shall endeavor to keep such Trustee expenses reasonable in order to maximize the funding available for Opioid Abatement.
- d. Each Regional Advisory Council shall provide a report annually to the Trustee and Government Participation Mechanism detailing: (1) the amount received by each local government within the Region; (2) the allocation of any awards approved, listing the recipient, amount awarded, programs funded, and disbursement terms; and (3) the amounts actually disbursed and approved allocations. Each Participating Local Government within each Region shall provide any information necessary to facilitate such reporting to a single Regional Delegate selected by the Region to provide its annual report.
- e. If the State believes that any Participating Local Government has used funds for a non-approved purpose, it may request in writing the documentation underlying such alleged improper use of funds. If any ten (10) Participating Local Governments believe the State has used funds for a non-approved purpose, they may request jointly in writing the documentation underlying such alleged improper use of funds.
- f. The State and Participating Local Governments may object in writing to the Trustee to an allocation or expenditure on the basis that the allocation or expenditure is inconsistent with Section IV of this Memorandum or violates Section V.c of this Memorandum regarding reasonable expenses of the Trustee.

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- g. Any party to this Memorandum who receives a written request sent pursuant to V.f or V.e shall have 21 days to respond to such request, which may be extended by mutual consent.
- h. A party who makes a written request pursuant to V.f may file an action in the Superior Court of Gwinnett County within one year of its objection seeking a determination as to the validity of the objection.
- i. If, after a written objection made pursuant to V.e, it appears to the State that a Participating Local Government has spent funds on non-approved purposes, the State may seek and obtain an injunction in the Superior Court of Gwinnett County prohibiting the Participating Local Government from spending further funds on non-approved purposes, and to return the monies spent on non-approved purposes. So long as any such action is pending, distribution of any funds to the relevant Participating Local Government shall be suspended and held in trust by the Trustee or national Settlement Administrator and shall only resume after the action is resolved. Once the action is resolved, suspended payments to the Participating Local Government shall resume, less any amounts ordered returned that have not yet been returned as of the date of the resumption of suspended payments.
- j. Attorney's fees and costs are not recoverable in actions brought under this Section.

VI. Litigation Bar

- a. This Memorandum of Understanding is designed to maximize the funds that the State and LGs receive to address an extraordinary crisis. It is the expectation of the Parties that once this Memorandum is executed and the Opioid Settlements are finalized, the Parties will proceed to execute releases of existing claims against the Released Entities. In the event the State of Georgia and the Participating Local Governments proceed forward, execute said releases, and release the Released Parties from all future liability, their entitlement to funds under the terms of the Opioid Settlements could be significantly delayed or subject to suspension or offsets if a currently litigating or later-litigating local government maintains or assert claims against the Released Entities. This would be detrimental to the State of Georgia's and the LG's opioid

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abatement efforts, and delay or reduce the help provided to Georgia's citizens.

- b. Therefore, it is understood between the parties to this agreement that upon execution of the Settlements with the Released Entities, that legislative action will be necessary, as it constitutes the most efficient and effective means to ensure the maximum amount of funds are made available to abate the opioid epidemic in Georgia without unnecessary delay.
- c. The Parties shall, as soon as practicable, submit draft legislation to the General Assembly that shall impose a Litigation Bar. A Litigation Bar is a law that either (1) imposes a direct bar preventing Subdivisions from maintaining Released Claims against Released entities or (2) gives the State the exclusive authority to bring, maintain and resolve Released Claims (as defined in Section I.GGG of the Distributors Settlement Agreement or Section I.60 of the Janssen Settlement Agreement) against Released Entities (as that term is defined by Section I.HHH of the Distributors Settlement Agreement or Section I.61 of the Janssen Settlement Agreement) on behalf of any Subdivision and which has the effect of barring all Released Claims by such Subdivision. The Litigation Bar shall include a requirement that any Released Claims brought by such Subdivision are dismissed by the court in which the claims(s) was (were) brought. The term "Subdivision" shall be defined so as to meet the requirements of the term "Bar" as it is defined both in Definition I of the National Distributor Settlement and Definition 9 of the J&J Agreement.
- d. Participating Local Governments shall make active efforts to pass a Litigation Bar. To that end, within 30 days of this Memorandum, Participating Local Governments shall form a Legislative Advocacy Committee consisting of 8 total members. The committee shall be comprised of:
 - i. Four members appointed by the Georgia Municipal Association, two of whom shall be members of the Republican Party and two of whom shall be members of the Democratic Party;

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- ii. Four members appointed by the Association of County Commissioners of Georgia, two of whom shall be members of the Republican Party and two of whom shall be members of the Democratic Party.
- iii. Members of the Legislative Advocacy Committee shall have the skills, time, expertise, and willingness to affirmatively plan, support and participate in all manner of advocacy in support of passage of a Litigation Bar.
- iv. “Active efforts to pass a Litigation Bar” shall at a minimum include attending committee hearings on proposed Litigation Bar legislation; testifying in favor of such legislation at any hearings; engaging in press appearances in favor of Litigation Bar; attending biweekly meetings of the Legislative Advocacy Committee during each month for which the General Assembly is in session (special or regular); and lobbying members of the General Assembly and of local government entities or organizations to encourage passage of the Litigation Bar.
- e. The LGs specifically agree to comply with and support all reasonable requests directed toward obtaining passage of the Litigation Bar from the Attorney General or any other party.
- f. This Memorandum is specifically conditioned on the passage of a Litigation Bar by the General Assembly and its approval by the Governor.
- g. The Litigation Bar shall be both retroactive and prospective, and shall cut off all current and future litigation against the Released Entities. The Litigation Bar shall only apply to Released Entities and Released Claims, and shall not apply in any way to claims or entities not otherwise released in the Opioid Settlements. For the avoidance of doubt, the Litigation Bar shall not apply to any remaining claims or causes of action pending in *In re Opiate Litigation* MDL 2804 against non-settling Defendants, or to any remaining claims or causes of action

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pending in State of Georgia v. Teva Pharmaceutical Industries, LTD, et al., Case No. 19-A-00060-2 against non-settling Defendants.

- h. The Parties shall jointly endeavor to take all other steps necessary to release all outstanding Released Claims against the Released Parties and to obtain the Litigation Bar described in Section VI above and Exhibit 2 below concerning the parties to the National Distributor and J&J Settlements so long as this Memorandum of Understanding is in effect.
- i. The Parties shall endeavor and use their best affirmative efforts to obtain passage of the Litigation Bar in the next chronological session of the General Assembly, whether a special session or general session, and shall continue to endeavor and use their best affirmative efforts to obtain passage of the Litigation Bar until the General Assembly passes the same and it is approved by the Governor. In the event a Litigation Bar is not enacted into law by July 15, 2023, this Memorandum is null and void.
- j. It is understood by the parties to this Memorandum that the use of a Litigation Bar as contemplated in this section should not be deemed as precedent setting for future settlements in this litigation or in future litigations.
- k. Within 14 days of sign on by LG Counsel, the State shall provide proposed language for a Litigation Bar to the LGs, including language to implement the terms outlined herein and to otherwise satisfy the legislative requirements under the Georgia Constitution. The LGs shall have 15 days thereafter to provide a unified response to the State's proposed language, and the State may respond thereto. The Parties shall then work to attempt to reach final proposed language for a Litigation Bar. If such agreement is reached, it shall be incorporated herein to this Memorandum as Exhibit 2. In the event the LGs do not provide a response to the State's proposed language as provided, then the proposed language of the State shall become the language of the Litigation Bar and shall be incorporated herein to this Memorandum as Exhibit 2. In the event the parties do not reach agreement as to final language for a Litigation Bar by November 4, 2021, this Memorandum becomes null and void. The Parties' obligations under this

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Memorandum concerning a Litigation Bar, including but not limited to their obligations to make active efforts to pass the Litigation Bar, shall attach to any language incorporated herein to this Memorandum as Exhibit 2.

VII. Attorney's Fees; Costs and Expenses

- a. Consistent with Exhibit R, section I(R) of the Distributor Settlement Agreement, a Local Government Cost and Fee Fund ("LGCFE") will be created to resolve Local Government attorney fee and litigation expense obligations with contingency fee counsel who filed opioid lawsuits by September 1, 2020 and who:
 - i. Represent Participating Local Governments who are eligible for direct payments under Section III.a. of this Memorandum; or
 - ii. by agreement amongst Participating General Purpose Governments (as that term is defined in the Distributor Settlement) are determined to be eligible for reimbursement of fees and costs. Any such agreements under this Section shall be documented between counsel for Participating General Purpose Governments and the counsel who are determined to be eligible.
- b. Any contingency-fee counsel retained by Participating Local Governments who are eligible for direct payments under Section III.a. of this Memorandum must seek recovery from the Contingency Fee Fund established in the National Settlement.
- c. The amount of the LGCFE shall be equal to 15% of Participating Local Governments' 25% share under this Memorandum. No portion of the State's share shall be used for the LGCFE or in any other way to fund any Participating Local Government's attorney's fees and costs.
- d. Under no circumstances may counsel collect more for its work on behalf of a Participating Local Government than it would under its contingency agreement with that Participating Local Government.
- e. The amount and timing for the payments to counsel under this Memorandum shall be consistent with the percentages and timing set

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forth in Exhibit R § (II) (A) (1) of the Distributor Settlement Agreement and Exhibit R § (II) (A) (1) of the Janssen Settlement Agreement.

- f. Any funds remaining in the LGCFF beyond what is required to pay contingency counsels' fees and expenses for Local Governments who are eligible for direct payments under Section III.a. of this Memorandum shall revert to the Participating Local Government fund to be used for Approved Purposes as set forth in this agreement.
- g. State outside counsel shall be compensated pursuant to separate agreement between the State and its outside counsel.

VIII. Future Agreements and Negotiations

- a. Nothing in this Memorandum of Understanding shall bind the parties concerning any future Opioid Settlements other than the ones expressly contemplated in (1) this Agreement or (2) any amendments to this Agreement made pursuant to Section IX.B. Other than those Released Entities who are parties to the above-referenced Settlement Agreements, the parties are free to engage in settlement negotiations with any Opioid Defendants without prior consent or participation of any other party to this agreement.
- b. The Parties shall endeavor, insofar as is reasonably practicable, to keep each other apprised of future negotiations concerning future Opioid Settlements. Nothing in this provision shall require the parties to violate any duty, obligation, or promise of confidentiality, non-disclosure agreement, common interest agreement, court order concerning non-disclosure, or similar non-disclosure obligation concerning negotiations regarding future Opioid Settlements. For the avoidance of doubt, LGs shall not be required to disclose, among other things, any information relating to negotiations between groups of local governments and Opioid Defendants, and the State shall not be required to disclose, among other things, any information relating to negotiations between States or groups of States and Opioid Defendants.

IX. Miscellaneous

- a. This Memorandum of Understanding shall be governed by Georgia law.

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- b. The parties may make amendments to this agreement as necessary. Amendments shall be in writing and shall require the written consent of all parties to this Memorandum of Understanding.
- c. Jurisdiction and venue regarding any disputes between or among the parties to this Memorandum of Understanding concerning this agreement or the interpretation thereof shall lie in the Superior Court of Gwinnett County, Georgia.
- d. This Memorandum of Understanding terminates with respect to the National Distributor or J&J Settlements, or both, in the event the State elects not to join such Settlements.
- e. This Memorandum of Understanding terminates automatically with respect to National Distributor or J&J Settlements, or both, in the event such Settlement(s) is / are terminated by the parties to them.
- f. By entering into this Memorandum, a local government agrees to participate in both the National Distributor and J&J Settlements.
- g. If any Local Government identified in the attached list of clients elects not to enter into in this Memorandum, or not to participate in the National Distributor Settlement and J&J Settlements, this Memorandum is voidable by the State.

* * * * *

ATTACHED EXHIBITS:

- EXHIBIT 1: ACKNOWLEDGEMENT AND AGREEMENT TO BE BOUND TO MEMORANDUM OF UNDERSTANDING
- EXHIBIT 2: AGREED LITIGATION BAR LANGUAGE
- EXHIBIT 3: OUTSIDE COUNSEL RECOMMENDATION
- EXHIBIT 4: DISTRIBUTOR PARTICIPATION AGREEMENT

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EXHIBIT 5: J&J PARTICIPATION AGREEMENT

EXHIBIT 1

**ACKNOWLEDGEMENT AND AGREEMENT
TO BE BOUND BY MEMORANDUM OF UNDERSTANDING**

WHEREFORE, the undersigned, as a duly-appointed representative of the below-referenced entity, acknowledges the following:

- _____ [NAME OF ENTITY] has received the State of Georgia and Local Governments: Memorandum of Understanding Concerning National Distributor and Johnson & Johnson Opioid Settlements.
- The undersigned is a duly-appointed representative of _____ [NAME OF ENTITY], and has the authority to execute this document and bind _____ [NAME OF ENTITY] to the Memorandum of Understanding.
- _____ [NAME OF ENTITY] is either represented by legal counsel, or has the ability to obtain advice from legal counsel,

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concerning the contents and implication of the Memorandum of Understanding.

- The undersigned, on behalf of _____ [NAME OF ENTITY], understands and acknowledges the terms of the Memorandum of Understanding, and _____ [NAME OF ENTITY] agrees to be bound by its terms.
- No party is under duress or undue influence.

/s/ _____

Name _____

Title _____

Date _____

Entity _____

EXHIBIT 2

AGREED LITIGATION BAR LANGUAGE

A BILL TO BE ENTITLED

AN ACT

To authorize, under certain circumstances, a litigation bar of certain Statewide Opioid Litigation or claims for damages as a result of the Opioid Crisis on behalf of the State of Georgia, its Departments, Agencies, and Instrumentalities, any political subdivision of the State, municipal corporations, authorities, sheriffs, county and municipal officers, or any other governmental or municipal entity which has or may make a claim for damages as a result of the Opioid Crisis; and for other purposes.

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BE IT ENACTED BY THE GENERAL ASSEMBLY OF GEORGIA:

SECTION 1.

Chapter 13 of Title 10 of the Official Code of Georgia Annotated is amended by creating a new Code Chapter which shall read as follows:

CHAPTER 13B

STATEWIDE OPIOID SETTLEMENT

SECTION 2.

§ 10-13B-1 Legislative findings and purpose

The General Assembly finds as follows:

- (1) There is an opioid epidemic occurring in the United States, and Georgia has been greatly impacted;
- (2) Statewide coordination surrounding and managing opioid addiction and related disorders is critical to the health and safety of all Georgians;
- (3) Funding is needed in Georgia for, among other things, prevention and treatment of opioid addiction and related disorders; providing resources to law enforcement agencies to address the opioid crisis; increasing the number of professionals who provide treatment for opioid addiction; educating medical professionals regarding the safe and effective prescribing of, and then tapering off of, opioids; and treatment and prevention of opioid use disorder in incarcerated populations;
- (4) It is imperative Georgia receive the full amount of any opioid settlement, and in order to do so the State of Georgia must be able to release claims for all public bodies and instrumentalities in the State of Georgia;
- (5) While local governments generally have the authority to pursue and litigate claims against business and individuals to protect their own interests, in certain limited circumstances involving particular industries, the interests of the State as a whole are best served by having a unified settlement structure that benefits both the State and its local governments and brings full and complete closure to the claims that were asserted or could have been asserted and maximizes the State and local governments' potential recovery to address this extraordinary crisis.

SECTION 3

§ 10-13B-2 Definitions

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As used in this Chapter the following definitions shall apply:

(1) "Governmental Entity" means:

(A) this state and each of its departments, agencies, divisions, boards, commissions, authorities, instrumentalities; and

(B) a political subdivision or creation of this state, including a county, municipality, special district, school district, community service board, authority, any county or state officeholder and any other public officeholder or public entity which has asserted or could assert a claim for damages as a result of the manufacture, marketing, sale, dispensing, or distribution of opioids.

(2) "Released Claim" means a claim by a Governmental Entity that has been or could have been released under a statewide opioid settlement agreement.

(3) "Released Entity" means an entity against which a claim has been released under a statewide opioid settlement agreement.

(4) "Statewide Opioid Settlement Agreement" means:

(A) any settlement agreement and related documents entered into by this State through the Attorney General with opioid manufacturers, distributors, retailers, labelers, marketers, pharmacies or other entities concerning the use or prescription of opioid products; and

(B) which relates to illegal or tortious conduct in the manufacturing, marketing, promotion, sale, distribution, or dispensing of opioids; and

(C) which was entered into by the State on or after March 31, 2021; and

(D) which provides a mechanism which permits Governmental Entities to join into such settlement agreement; and

(E) which is the subject of a memorandum of understanding or similar agreement entered into by both the Attorney General and at least sixty five percent (65%) of the Governmental Entities which have active and pending litigation against the Released Entity or Entities identified in the settlement agreement as of the date when Governmental Entities are first permitted to join such settlement agreement.

SECTION 4

§ 10-13B-3 Entry into a Statewide Opioid Settlement Agreement With Sufficient Georgia Governmental Entity Support Shall Serve to Resolve All Past, Present and Future Opioid Legal Claims of All Georgia Governmental Entities

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Entry into a Statewide Opioid Settlement Agreement shall serve to bar any and all past, present or future claims on behalf of any Governmental Entity seeking to recover against any business or person that is a Released Entity under the terms of the relevant settlement. Such bar shall apply to any and all Released Claims or suits by any Governmental Entity created by or pursuant to an Act of the General Assembly or the Constitution, or any department, agency, or authority thereof, for damages, abatement, injunctive or any other relief. No such claim barred by this code section shall be brought, threatened, asserted or pursued in any way in any court and any such claim shall be dismissed by the court in which the claim is brought.

The bar shall become active and effective upon the filing of a Consent Order by the State of Georgia which attests to and shows that a Statewide Opioid Settlement Agreement has been reached, and that the parameters of this Act have been met.

EXHIBIT 3

OUTSIDE COUNSEL RECOMMENDATION

[INSERT EXECUTED PORTION OF THE BELOW]

* * * * *

WHEREFORE, PREMISES CONSIDERED, each of the undersigned has attached a complete list of all LG entities that they represent. As counsel for their respective clients, the undersigned acknowledge that they were active participants in the formation of this Memorandum, were not subject to duress or undue influence, and acknowledge and agree that the execution of this Memorandum, and participation in the National Distributor Settlement and the J&J Settlement is in the best interest of their clients.

Therefore, in compliance with all ethical obligations owed to their clients, the undersigned agree to recommend execution of this Memorandum and full participation in the National Distributor and J&J Settlements to each of their

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respective clients and move immediately to obtain from their respective clients execution of this Memorandum.

_____ [Counsel Name]
_____ [Counsel Firm]

COUNSEL FOR:

[Name of Government Entity(ies)]

EXHIBIT 4 DISTRIBUTOR PARTICIPATION AGREEMENT

EXHIBIT 5
J&J PARTICIPATION AGREEMENT



Georgia Opioid Crisis Abatement Trust

Memorandum of Understanding Concerning National Settlements with Teva Pharmaceutical Industries Ltd., Allergan Finance, LLC, Walmart Inc., CVS Health Corporation and CVS Pharmacy, Inc., and Walgreen Co.

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**State of Georgia and Local Governments: Memorandum of Understanding
Concerning National Settlements with Teva Pharmaceutical Industries Ltd.,
Allergan Finance, LLC, Walmart Inc., CVS Health Corporation and CVS
Pharmacy, Inc., and Walgreen Co.**

Foreword

This Memorandum of Understanding between the State of Georgia *ex rel.* Chris Carr, Attorney General (the “State”), and certain Georgia Local Government entities (“LGs”) concerns the harms visited upon Georgia’s citizens and the State itself by certain manufacturers, distributors, and pharmacies (“Opioid Defendants”) of prescription opioids.

To address these harms, the State and certain LGs separately initiated litigation meant to hold the Opioid Defendants accountable.

On December 31, 2021, the State entered into settlements with Opioid Defendants McKesson Corporation, AmerisourceBergen Corporation, Cardinal Health, Inc., Johnson & Johnson, Janssen Pharmaceuticals, Inc., Ortho-McNeil-Janssen Pharmaceuticals, Inc., and Janssen Pharmaceutica, Inc. (together, the “National Distributor and J&J Settlements”).

Thereafter, the State and participating LGs entered into a Memorandum of Understanding to memorialize an agreement that would enable them to maximize the monetary help received from the National Distributor and J&J Settlements to address harms visited upon Georgia’s citizens and the State itself in the opioid crisis (the “2022 MOU”).

During November and December of 2022, Teva Pharmaceutical Industries Ltd. (“Teva”), Allergan Finance, LLC (“Allergan”), Walmart Inc. (“Walmart”), CVS Health Corporation and CVS Pharmacy, Inc. (“CVS”), and Walgreen Co. (“Walgreens”), respectively, agreed to national settlement frameworks (collectively, “Opioid Settlements”) that the State of Georgia and LGs are eligible to join.

During December, 2022, the State entered into each of the Opioid Settlements. The LGs have until April 18, 2023 to opt in to the respective Opioid Settlements.

This Memorandum of Understanding (“Memorandum” or “2023 MOU”) aims to memorialize an agreement between the State and certain LGs that will enable them to maximize the monetary funds received from the Opioid Settlements to

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remediate the harms caused by the opioid crisis. The processes outlined in this Memorandum in large part replicate processes required under the 2022 MOU. Except where the terms are different, the processes used in administration of the 2022 MOU shall be utilized for administration as required under this Memorandum.

I. Definitions

Capitalized terms shall have the same definitions as in the 2022 MOU with the exception of:

- a. “Legislative Bar” means O.C.G.A. § 10-13B-1 *et seq.*
- b. “Local Government Opioid Funds” means the funds allocated to local governments pursuant to Section II of this Memorandum.
- c. “Opioid Funds” means the total monetary amounts obtained through the Opioid Settlements as defined in this 2023 MOU which are allocated to Georgia and its Participating Local Governments under the Opioid Settlements.
- d. “Opioid Settlement(s)” means the National Teva, Allergan, Walmart, CVS and Walgreens Settlements, dated November 22, 2022, November 22, 2022, November 14, 2022, December 9, 2022, and December 9, 2022, respectively.
- e. “Parties” shall mean the State and the Participating Local Governments.
- f. “Participating Local Governments” shall mean:
 - (i.) all litigating subdivisions listed on Exhibit “C” of the National Teva, Allergan, Walmart, CVS and Walgreens Settlements, and
 - (ii.) nonlitigating subdivisions listed on Exhibit “G” of the National Teva, Allergan, Walmart, CVS and Walgreens Settlementsthat choose to sign on to the Opioid Settlements and this Memorandum.

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- g. “Released Entities” means the entities defined as such in each respective Opioid Settlement.
- h. “State Opioid Funds” means the funds allocated to the State pursuant to Section II of this Memorandum.
- i. “Trust” means the Georgia Opioid Crisis Abatement Trust, approved by the Gwinnett County Superior Court on February 16, 2023.
- j. “Trustee” means the Trustee of the Georgia Opioid Crisis Abatement Trust.

II. Allocation between State and Local Governments

- a. The Participating Local Governments shall collectively receive 25% of the Opioid Funds as their full allocation of Local Government Opioid Funds for all claims past and future of the Participating Local Governments. Local Government Opioid Funds shall be paid to a national Settlement Administrator(s) as defined in each respective Opioid Settlement and distributed pursuant to each respective Opioid Settlement, with the following additional conditions:
 - (i) If a county which is a Participating Local Government under this Memorandum has a sheriff who is a Litigating Subdivision listed in an Opioid Settlement, at least 9.45% of the Opioid Funds paid to that county under the terms of any Opioid Settlement as to which the sheriff agreed to participate shall be allocated to that county’s sheriff to be used for Approved Purposes;
 - (ii.) If a county which is a Participating Local Government under this Memorandum has a hospital which is a Litigating Subdivision listed in an Opioid Settlement, at least 2% of the Opioid Funds paid to that county under the terms of any Opioid Settlement as to which the hospital agreed to participate shall be allocated to the hospital to be used for Approved Purposes; and
 - (iii.) If a county which is a Participating Local Government under this Memorandum has a school district which is a Litigating Subdivision listed in an Opioid Settlement, at least 1% of the

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Opioid Funds paid to that county under the terms of any Opioid Settlement as to which the school district agreed to participate shall be allocated to the school district to be used for Approved Purposes.

- b. The State shall receive 75% of the Opioid Funds as its full allocation of State Opioid Funds.
- c. Of the State's 75% share, after the payment of litigation fees and costs owed to the State's outside counsel pursuant to the agreement entered into on September 10, 2018 or as may be amended, 60% of the remaining funds shall be transferred by the receiving state agency through the Office of Planning and Budget to the State Treasury and spent at the direction of the State Legislature for Approved Purposes by appropriation and in compliance with the terms of the Opioid Settlements and this Memorandum. The remaining 40% after payment of fees and costs shall be transferred to the Trust by the receiving state agency and shall be expended by the Trustee on a regional basis ("Regional Distribution") as set forth in the Declaration of Trust, the 2022 MOU and this 2023 MOU.
 - (i.) For purposes of the Regional Distribution under the Opioid Settlements, the Regions shall be the same as established pursuant to the 2022 MOU, including Qualifying Block Grantees.
 - (ii.) Each Qualifying Block Grantee shall receive its allocation of the Regional Distribution via a direct block grant so long as it certifies that it has sufficient infrastructure to provide opioid abatement services.
 - (iii.) The Trustee shall use the same allocation model as used under the 2022 MOU for the Regional Distribution.
 - (iv.) The Regional Advisory Councils established pursuant to the 2022 MOU shall have the same duties and responsibilities in connection with the funds allocated to the Trust pursuant to this 2023 MOU as under the 2022 MOU, including reporting

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requirements and making themselves available to consult with the Government Participation Mechanism and with Participating Local Governments to best determine how funds will be spent for opioid remediation within the established Regions. In every instance the Trustee shall retain final authority over Regional Distributions.

III. Funds to be used for Approved Purposes; Clawback and Recoupment

- a. With the exception of administrative expenses as allowed under the Opioid Settlements, funds set aside for attorneys' fees and costs for State of Georgia outside counsel, and funds set aside for attorneys' fees for Local Government outside counsel pursuant to Section VI of this Memorandum, State Opioid Funds and Local Government Opioid Funds shall be used for Approved Purposes.
- b. Funds are to primarily (no less than 70 percent) be used for future abatement purposes. Funds used to reimburse the Parties for past abatement expenses may not be used to reimburse past Medicaid expenses or any other expense that would be subject to a federal clawback, recoupment, or similar mechanism.
- c. The State and Participating Local Governments shall work cooperatively to ensure the funds are spent within the spirit of this Memorandum and the Opioid Settlements, and shall further work cooperatively to actively defend the funds from federal clawback and/or recoupment, including, but not limited to, actively participating in any administrative procedure or other case or process related to defense of the funds from federal clawback and/or recoupment. In the event the federal government initiates and successfully claws back any Opioid Funds related to the Settlements, such amounts shall first be deducted from the total disbursements to be made to both the State and Local Governments in the calendar year the clawback claim is successfully made and shall thereafter be deducted from the total disbursements to be made in any subsequent calendar year if necessary. After such deduction, the allocation between the State and Participating Local Governments described in Section II of this Memorandum shall be applied to the remaining funds for the current calendar year or any subsequent calendar year if applicable. Deduction of amounts from the

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total disbursements shall include reimbursement of any amounts paid by the State or withheld from amounts due to the State as the result of a clawback and/or recoupment.

IV. Compliance and Reporting

- a. The Trustee shall provide an up-to-date accounting of payments into or out of the Trust and/or its subaccounts upon written request of the State or a Participating Local Government. The State, together with the Trustee, shall provide an annual report detailing: (1) the amounts received by the State and deposited into the State Treasury and the amounts remitted to the Trust; (2) the allocation of any awards approved, listing the recipient, amount awarded, programs funded, and disbursement terms; and (3) the amounts actually disbursed. The State and Trustee shall also include an assessment of how well resources have been used by the State and the Participating Local Governments to abate opioid addiction, overdose deaths, and the other consequences of the opioid crisis. The State shall publish its annual report and all Regional Advisory Council annual reports on its website.
- b. Expenses of the Trustee shall be deducted first from interest earned on funds held by the Georgia Opioid Crisis Abatement Trust, and then, if necessary, may be deducted from the corpus of Trust funds. Administrative expenses of the State shall be paid from or reimbursed out of State Opioid Funds as allowed under the terms of the Opioid Settlements.
- c. The Trustee and the State shall endeavor to keep such expenses reasonable in order to maximize the funding available for opioid abatement.
- d. Each Regional Advisory Council shall provide a report annually to the Trustee and Government Participation Mechanism detailing: (1) the amount received by each local government within the Region; (2) the allocation of any awards approved, listing the recipient, amount awarded, programs funded, and disbursement terms; and (3) the amounts actually disbursed and approved allocations. Each Participating Local Government within each Region shall provide any

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information necessary to facilitate such reporting to a single regional delegate selected by the Region to provide its annual report.

- e. If the State believes that any Participating Local Government has used funds for a non-approved purpose, it may request in writing the documentation underlying such alleged improper use of funds. If any ten (10) Participating Local Governments believe the State has used funds for a non-approved purpose, they may request jointly in writing the documentation underlying such alleged improper use of funds.
- f. The State and Participating Local Governments may object in writing to the Trustee to an allocation or expenditure on the basis that the allocation or Trust expenditure is inconsistent with Section III of this Memorandum or violates Section IV.c of this Memorandum regarding reasonable expenses of the Trustee.
- g. Any party to this Memorandum who receives a written request sent pursuant to IV.f or IV.e shall have 21 days to respond to such request, which may be extended by mutual consent.
- h. A party who makes a written request pursuant to IV.f may file an action in the Superior Court of Gwinnett County within one year of its objection seeking a determination as to the validity of the objection.
- i. If, after a written objection made pursuant to IV.e, it appears to the State that a Participating Local Government has spent funds on non-approved purposes, the State may seek and obtain an injunction in the Superior Court of Gwinnett County prohibiting the Participating Local Government from spending further funds on non-approved purposes, and ordering the return of monies spent on non-approved purposes. So long as any such action is pending, distribution of any funds to the relevant Participating Local Government shall be suspended and held in trust by the Trustee or national Settlement Administrator(s) and shall only resume after the action is resolved. Once the action is resolved, suspended payments to the Participating Local Government shall resume, less any amounts ordered returned that have not yet been returned as of the date of the resumption of suspended payments.

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- j. Attorney's fees and costs are not recoverable in actions brought under this Section.

V. Litigation Bar

- a. All Parties expressly acknowledge that this 2023 MOU qualifies under O.C.G.A. § 10-13B-2(a)(4)(E) and that each of the Opioid Settlements is a state-wide opioid settlement as that term is defined in O.C.G.A. § 10-13B-2(4).

VI. Attorney's Fees; Costs and Expenses

- a. Section VII of the 2022 MOU is incorporated by reference as though fully set forth herein.

VII. Future Agreements and Negotiations

- a. Nothing in this Memorandum shall bind the Parties concerning any future opioid settlements other than the ones expressly contemplated in (1) this Memorandum or (2) any amendments to this Memorandum made pursuant to Section VIII.b. Other than those Released Entities who are parties to the Opioid Settlements, the Parties are free to engage in settlement negotiations with any Opioid Defendants without prior consent or participation of any other party to this Memorandum.
- b. The Parties shall endeavor, insofar as is reasonably practicable, to keep each other apprised of future negotiations concerning future opioid settlements. Nothing in this provision shall require the parties to violate any duty, obligation, or promise of confidentiality, non-disclosure agreement, common interest agreement, court order concerning non-disclosure, or similar non-disclosure obligation concerning negotiations regarding future opioid settlements. For the avoidance of doubt, LGs shall not be required to disclose, among other things, any information relating to negotiations between groups of local governments and Opioid Defendants, and the State shall not be required to disclose, among other things, any information relating to negotiations between states or groups of states and Opioid Defendants.

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VIII. Miscellaneous

- a. This Memorandum shall be governed by Georgia law.
- b. The Parties may make amendments to this Memorandum as necessary. Amendments shall be in writing and shall require the consent of all Parties to this Memorandum. Proposed amendments shall be circulated to all Parties through designated contacts provided in their Acknowledgement, after which Parties shall have 30 days to agree or object to the proposed amendment. Parties who do not respond shall be deemed to have consented to the amendment for purposes of this Section VIII.b.
- c. Jurisdiction and venue regarding any disputes between or among the Parties concerning this Memorandum or the interpretation thereof shall lie in the Superior Court of Gwinnett County, Georgia.
- d. This Memorandum terminates automatically with respect to any Opioid Settlement in the event such Opioid Settlement(s) is(are) terminated by the parties to them.
- e. By entering into this Memorandum, a local government agrees to participate in each of the five Opioid Settlements, provided, however, an LG that has bellwether claims as described in O.C.G.A. § 10-13B-3(b) may choose to participate only in Opioid Settlements against non-bellwether defendants.¹
- f. If less than 65% of the litigating LGs participate in the Opioid Settlements, this Memorandum is voidable by the State.

* * * * *

¹ In the event an LG elects to participate in the Memorandum and in Opioid Settlement(s) against non-bellwether defendants as permitted under this Section VIII.e, the Memorandum shall apply to that LG only as to the Opioid Settlement(s) in which it is participating.

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ATTACHED EXHIBITS:

EXHIBIT 1: ACKNOWLEDGEMENT AND AGREEMENT TO BE
 BOUND TO MEMORANDUM OF UNDERSTANDING

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EXHIBIT 1

**ACKNOWLEDGEMENT AND AGREEMENT
TO BE BOUND BY MEMORANDUM OF UNDERSTANDING**

WHEREFORE, the undersigned, as a duly-appointed representative of the below-referenced entity, acknowledges the following:

- _____ [NAME OF ENTITY] has received the **State of Georgia and Local Governments: Memorandum of Understanding Concerning National Settlements with Teva Pharmaceutical Industries Ltd., Allergan Finance, LLC, Walmart Inc., CVS Health Corporation and CVS Pharmacy, Inc., and Walgreen Co.**
- The undersigned is a duly-appointed representative of _____ [NAME OF ENTITY], and has the authority to execute this document and bind _____ [NAME OF ENTITY] to the Memorandum.
- _____ [NAME OF ENTITY] is either represented by legal counsel, or has the ability to obtain advice from legal counsel, concerning the contents and implication of the Memorandum.
- The undersigned, on behalf of _____ [NAME OF ENTITY], understands and acknowledges the terms of the Memorandum, and _____ [NAME OF ENTITY] agrees to be bound by its terms.
- No party is under duress or undue influence.

/s/ _____

Name: _____

Title: _____

Date: _____

Entity: _____

Designated Contact for Purposes of Section VIII.b:

Name: _____

Title: _____

Address: _____

Email: _____



Georgia Opioid Crisis Abatement Trust

**Memorandum of Understanding Concerning National
Settlement with The Kroger Co.**

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**State of Georgia and Local Governments: Memorandum of Understanding
Concerning National Settlement with The Kroger Co.**

Foreword

This Memorandum of Understanding between the State of Georgia *ex rel.* Chris Carr, Attorney General (the “State”), and certain Georgia Local Government entities (“LGs”) concerns the harms visited upon Georgia’s citizens and the State itself by certain manufacturers, distributors, and pharmacies (“Opioid Defendants”) of prescription opioids.

To address these harms, the State and certain LGs separately initiated litigation meant to hold Opioid Defendants accountable.

On December 31, 2021, the State entered into settlements with Opioid Defendants McKesson Corporation, AmerisourceBergen Corporation, Cardinal Health, Inc., Johnson & Johnson, Janssen Pharmaceuticals, Inc., Ortho-McNeil-Janssen Pharmaceuticals, Inc., and Janssen Pharmaceutica, Inc. (together, the “National Distributor and J&J Settlements”).

Thereafter, the State and participating LGs entered into a Memorandum of Understanding to memorialize an agreement that would enable them to maximize the monetary help received from the National Distributor and J&J Settlements to address harms visited upon Georgia’s citizens and the State itself in the opioid crisis (the “2022 MOU”).

On March 22, 2024, The Kroger Co. (“Kroger”) agreed to a national settlement framework (the “Opioid Settlement”) that the State of Georgia and LGs are eligible to join.

During April 2024, the State entered into the Opioid Settlement. The LGs have until August 12, 2024 to opt in to the Opioid Settlement.

This Memorandum of Understanding (“Memorandum” or “2024 MOU”) aims to memorialize an agreement between the State and certain LGs that will enable them to maximize the monetary funds received from the Opioid Settlement to remediate the harms caused by the opioid crisis. The processes outlined in this Memorandum in large part replicate processes required under the 2022 MOU. Except where the terms are different, the processes used in administration of the 2022 MOU shall be utilized for administration as required under this Memorandum.

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I. Definitions

Capitalized terms shall have the same definitions as in the 2022 MOU with the exception of:

- a. “Legislative Bar” means O.C.G.A. § 10-13B-1 *et seq.*
- b. “Local Government Opioid Funds” means the funds allocated to local governments pursuant to Section II of this Memorandum.
- c. “Opioid Funds” means the total monetary amounts obtained through the Opioid Settlement as defined in this 2024 MOU which are allocated to Georgia and its Participating Local Governments under the Opioid Settlement.
- d. “Opioid Settlement” means the Kroger Opioid Settlement dated March 22, 2024.
- e. “Parties” shall mean the State and the Participating Local Governments.
- f. “Participating Local Governments” shall mean:
 - (i.) all litigating subdivisions listed on Exhibit “C” of the Opioid Settlement, and
 - (ii.) nonlitigating subdivisions listed on Exhibit “G” of the Opioid Settlementthat choose to sign on to the Opioid Settlement and this Memorandum.
- g. “Released Entities” means the entities defined as such in the Opioid Settlement.
- h. “State Opioid Funds” means the funds allocated to the State pursuant to Section II of this Memorandum.
- i. “Trust” means the Georgia Opioid Crisis Abatement Trust, approved by the Gwinnett County Superior Court on February 16, 2023.

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- j. “Trustee” means the Trustee of the Georgia Opioid Crisis Abatement Trust.
- II. Allocation between State and Local Governments
- a. The Participating Local Governments shall collectively receive 25% of the Opioid Funds as their full allocation of Local Government Opioid Funds for all claims past and future of the Participating Local Governments. Local Government Opioid Funds shall be paid to a Settlement Fund Administrator as defined in the Opioid Settlement and distributed pursuant to the Opioid Settlement, with the following additional conditions:
 - (i) If a county which is a Participating Local Government under this Memorandum has a sheriff who is a Litigating Subdivision listed in the Opioid Settlement, at least 9.45% of the Opioid Funds paid to that county under the terms of the Opioid Settlement in which the sheriff agreed to participate shall be allocated to that county’s sheriff to be used for Approved Purposes;
 - (ii) If a county which is a Participating Local Government under this Memorandum has a hospital which is a Litigating Subdivision listed in the Opioid Settlement, at least 2% of the Opioid Funds paid to that county under the terms of the Opioid Settlement in which the hospital agreed to participate shall be allocated to the hospital to be used for Approved Purposes; and
 - (iii.) If a county which is a Participating Local Government under this Memorandum has a school district which is a Litigating Subdivision listed in the Opioid Settlement, at least 1% of the Opioid Funds paid to that county under the terms of the Opioid Settlement in which the school district agreed to participate shall be allocated to the school district to be used for Approved Purposes.
 - b. The State shall receive 75% of the Opioid Funds as its full allocation of State Opioid Funds.

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- c. Of the State's 75% share, after the payment of litigation fees and costs owed to the State's outside counsel pursuant to the agreement entered into on September 10, 2018 or as may be amended, 60% of the remaining funds shall be transferred by the receiving state agency through the Office of Planning and Budget to the State Treasury and spent at the direction of the State Legislature for Approved Purposes by appropriation and in compliance with the terms of the Opioid Settlement and this Memorandum. The remaining 40% after payment of fees and costs shall be transferred to the Trust by the receiving state agency and shall be expended by the Trustee on a regional basis ("Regional Distribution") as set forth in the Declaration of Trust, the 2022 MOU, and this 2024 MOU.
 - (i.) For purposes of the Regional Distribution under the Opioid Settlements, the Regions shall be the same as established pursuant to the 2022 MOU, including Qualifying Block Grantees.
 - (ii.) Each Qualifying Block Grantee shall receive its allocation of the Regional Distribution via a direct block grant so long as it certifies that it has sufficient infrastructure to provide opioid abatement services.
 - (iii.) The Trustee shall use the same allocation model as used under the 2022 MOU for the Regional Distribution.
 - (iv.) The Regional Advisory Councils established pursuant to the 2022 MOU shall have the same duties and responsibilities in connection with the funds allocated to the Trust pursuant to this 2024 MOU as under the 2022 MOU, including reporting requirements and making themselves available to consult with the Government Participation Mechanism and with Participating Local Governments to best determine how funds will be spent for opioid remediation within the established Regions. In every instance the Trustee shall retain final authority over Regional Distributions.

III. Funds to be used for Approved Purposes; Clawback and Recoupment

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- a. With the exception of administrative expenses as allowed under the Opioid Settlement, funds set aside for attorneys' fees and costs for State of Georgia outside counsel, and funds set aside for attorneys' fees for Local Government outside counsel pursuant to Section VI of this Memorandum, State Opioid Funds and Local Government Opioid Funds shall be used for Approved Purposes.
- b. Funds are to primarily (no less than 70 percent) be used for future abatement purposes. Funds used to reimburse the Parties for past abatement expenses may not be used to reimburse past Medicaid expenses or any other expense that would be subject to a federal clawback, recoupment, or similar mechanism.
- c. The State and Participating Local Governments shall work cooperatively to ensure the funds are spent within the spirit of this Memorandum and the Opioid Settlement, and shall further work cooperatively to actively defend the funds from federal clawback and/or recoupment, including, but not limited to, actively participating in any administrative procedure or other case or process related to defense of the funds from federal clawback and/or recoupment. In the event the federal government initiates and successfully claws back any Opioid Funds related to the Settlement, such amounts shall first be deducted from the total disbursements to be made to both the State and Local Governments in the calendar year the clawback claim is successfully made and shall thereafter be deducted from the total disbursements to be made in any subsequent calendar year if necessary. After such deduction, the allocation between the State and Participating Local Governments described in Section II of this Memorandum shall be applied to the remaining funds for the current calendar year or any subsequent calendar year if applicable. Deduction of amounts from the total disbursements shall include reimbursement of any amounts paid by the State or withheld from amounts due to the State as the result of a clawback and/or recoupment.

IV. Compliance and Reporting

- a. The Trustee shall provide an up-to-date accounting of payments into or out of the Trust and/or its subaccounts upon written request of the State

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or a Participating Local Government. The State, together with the Trustee, shall provide an annual report detailing: (1) the amounts received by the State and deposited into the State Treasury and the amounts remitted to the Trust; (2) the allocation of any awards approved, listing the recipient, amount awarded, programs funded, and disbursement terms; and (3) the amounts actually disbursed. The State and Trustee shall also include an assessment of how well resources have been used by the State and the Participating Local Governments to abate opioid addiction, overdose deaths, and the other consequences of the opioid crisis. The State shall publish its annual report and all Regional Advisory Council annual reports on its website.

- b. Expenses of the Trustee shall be deducted first from interest earned on funds held by the Georgia Opioid Crisis Abatement Trust, and then, if necessary, may be deducted from the corpus of Trust funds. Administrative expenses of the State shall be paid from or reimbursed out of State Opioid Funds as allowed under the terms of the Opioid Settlement.
- c. The Trustee and the State shall endeavor to keep such expenses reasonable in order to maximize the funding available for opioid abatement.
- d. Each Regional Advisory Council shall provide a report annually to the Trustee and Government Participation Mechanism detailing: (1) the amount received by each local government within the Region; (2) the allocation of any awards approved, listing the recipient, amount awarded, programs funded, and disbursement terms; and (3) the amounts actually disbursed and approved allocations. Each Participating Local Government within each Region shall provide any information necessary to facilitate such reporting to a single regional delegate selected by the Region to provide its annual report.
- e. If the State believes that any Participating Local Government has used funds for a non-approved purpose, it may request in writing the documentation underlying such alleged improper use of funds. If any ten (10) Participating Local Governments believe the State has used

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funds for a non-approved purpose, they may request jointly in writing the documentation underlying such alleged improper use of funds.

- f. The State and Participating Local Governments may object in writing to the Trustee to an allocation or expenditure on the basis that the allocation or Trust expenditure is inconsistent with Section III of this Memorandum or violates Section IV.c of this Memorandum regarding reasonable expenses of the Trustee.
- g. Any party to this Memorandum who receives a written request sent pursuant to IV.f or IV.e shall have 21 days to respond to such request, which may be extended by mutual consent.
- h. A party who makes a written request pursuant to IV.f may file an action in the Superior Court of Gwinnett County within one year of its objection seeking a determination as to the validity of the objection.
- i. If, after a written objection made pursuant to IV.e, it appears to the State that a Participating Local Government has spent funds on non-approved purposes, the State may seek and obtain an injunction in the Superior Court of Gwinnett County prohibiting the Participating Local Government from spending further funds on non-approved purposes, and ordering the return of monies spent on non-approved purposes. So long as any such action is pending, distribution of any funds to the relevant Participating Local Government shall be suspended and held in trust by the Trustee or national Settlement Fund Administrator and shall only resume after the action is resolved. Once the action is resolved, suspended payments to the Participating Local Government shall resume, less any amounts ordered returned that have not yet been returned as of the date of the resumption of suspended payments.
- j. Attorney's fees and costs are not recoverable in actions brought under this Section.

V. Litigation Bar

- a. All Parties expressly acknowledge that this 2024 MOU qualifies under O.C.G.A. § 10-13B-2(a)(4)(E) and that the Opioid Settlement is a state-

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wide opioid settlement as that term is defined in O.C.G.A. § 10-13B-2(4).

VI. Attorney's Fees; Costs and Expenses

- a. Section VII of the 2022 MOU is incorporated by reference as though fully set forth herein.

VII. Future Agreements and Negotiations

- a. Nothing in this Memorandum shall bind the Parties concerning any future opioid settlements other than the ones expressly contemplated in (1) this Memorandum or (2) any amendments to this Memorandum made pursuant to Section VIII.b. Other than those Released Entities who are parties to the Opioid Settlement, the Parties are free to engage in settlement negotiations with any Opioid Defendants without prior consent or participation of any other party to this Memorandum.
- b. The Parties shall endeavor, insofar as is reasonably practicable, to keep each other apprised of future negotiations concerning future opioid settlements. Nothing in this provision shall require the parties to violate any duty, obligation, or promise of confidentiality, non-disclosure agreement, common interest agreement, court order concerning non-disclosure, or similar non-disclosure obligation concerning negotiations regarding future opioid settlements. For the avoidance of doubt, LGs shall not be required to disclose, among other things, any information relating to negotiations between groups of local governments and Opioid Defendants, and the State shall not be required to disclose, among other things, any information relating to negotiations between states or groups of states and Opioid Defendants.

VIII. Miscellaneous

- a. This Memorandum shall be governed by Georgia law.
- b. The Parties may make amendments to this Memorandum as necessary. Amendments shall be in writing and shall require the consent of all Parties to this Memorandum. Proposed amendments shall be circulated to all Parties through designated contacts provided in their

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Acknowledgement, after which Parties shall have 30 days to agree or object to the proposed amendment. Parties who do not respond shall be deemed to have consented to the amendment for purposes of this Section VIII.b.

- c. Jurisdiction and venue regarding any disputes between or among the Parties concerning this Memorandum or the interpretation thereof shall lie in the Superior Court of Gwinnett County, Georgia.
- d. This Memorandum terminates automatically with respect to the Opioid Settlement in the event the Opioid Settlement is terminated by the parties to it.
- e. By entering into this Memorandum, a local government agrees to participate in the Opioid Settlement.
- f. If less than 65% of the litigating LGs participate in the Opioid Settlement, this Memorandum is voidable by the State.

* * * * *

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ATTACHED EXHIBITS:

EXHIBIT 1: ACKNOWLEDGEMENT AND AGREEMENT TO BE
BOUND TO MEMORANDUM OF UNDERSTANDING

**Settlement Document
Binding on State of Georgia When Executed by Georgia AG / Governor**

**EXHIBIT 1
ACKNOWLEDGEMENT AND AGREEMENT
TO BE BOUND BY MEMORANDUM OF UNDERSTANDING**

WHEREFORE, the undersigned, as a duly-appointed representative of the below- referenced entity, acknowledges the following:

- [SUBDIVISION NAME] has received the **State of Georgia and Local Governments: Memorandum of Understanding Concerning National Settlement with The Kroger Co.**
- The undersigned is a duly-appointed representative of [SUBDIVISION NAME], and has the authority to execute this document and bind [SUBDIVISION NAME] to the Memorandum.
- [SUBDIVISION NAME] is either represented by legal counsel, or has the ability to obtain advice from legal counsel, concerning the contents and implication of the Memorandum.
- The undersigned, on behalf [SUBDIVISION NAME], understands and acknowledges the terms of the Memorandum, and [SUBDIVISION NAME] agrees to be bound by its terms.
- No party is under duress or undue influence.

Signature: _____

Name: _____

Title: _____

Date: _____

Entity: _____

Designated Contact for Purposes of Section VIII.b:

Name: _____

Title: _____

Address: _____

Email: _____



D·B·H·D·D

**Georgia Department
of Behavioral Health
& Developmental
Disabilities**

Continuum of Care

Date: March 15, 2024



Revision History

DATE	VERSION	DESCRIPTION	AUTHOR
9/29/2023	.001	Draft Deliverable	DBHDD, Team North Highland
9/29/2023	1.00	Final Deliverable	North Highland
11/29/2023	1.01	Update version 1.00 with DBHDD comments	North Highland
3/15/2024	1.02	Update version 1.01 with DBHDD comments	North Highland



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SECTION 1 CONTINUUM OF CARE

1.1 BACKGROUND

The Georgia Department of Behavioral Health and Developmental Disabilities (DBHDD) serves as the Single State Agency (SSA) for Behavioral Health. Behavioral Health includes both Mental Health and Substance Use Disorders. DBHDD's Office of Addictive Diseases (OAD) and Office of Behavioral Health Prevention and Federal Grants (OBHPFG) recommend all DBHDD, and designated opioid regions develop a comprehensive Opioid Use Disorder (OUD) Continuum of Care.

Exhibit 1-1: Seven Components of the Opioid Use Disorder Continuum of Care Model is the proposed OUD Continuum of Care model that consists of the following components and should be considered the model and blueprint needed in each DBHDD and designated opioid settlement region by the Regional Advisory Councils (RACs) and the Government Participation Mechanism (GPM) henceforth called the Georgia Opioid Settlement Advisory Commission (GOSAC).

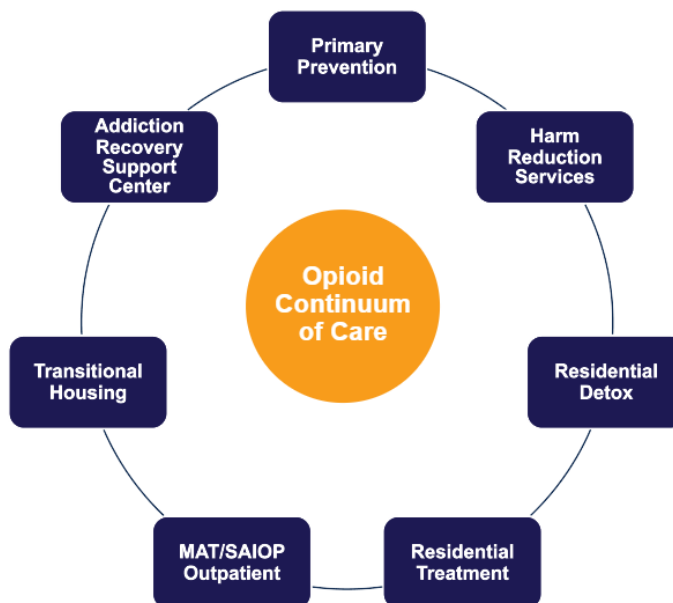


Exhibit 1-1: Seven Components of the Opioid Use Disorder Continuum of Care Model

1.2 JUSTIFICATION

The development of this continuum of care in all 11 of the DBHDD and designated opioid regions will increase the access to care for OUD, improve overall treatment outcomes and



reduce overdose deaths. All treatment services would support the use of Medication Assisted Treatment (MAT) as part of the treatment process. In addition, residential and outpatient services would consist of non-traditional hours and support educational and employment pursuits as part of the programming. Peer support services should also be used in all treatment and recovery support programs. Further descriptions of each of the seven Components of the Opioid Continuum of Care are provided on the following pages.

1. Primary Substance Misuse Prevention Services consist of measures aimed at the general population and susceptible populations or individuals. The purpose of primary prevention is to prevent substance use disorders, including OUD, from ever occurring using evidence-based prevention strategies. Thus, its target population is individuals across the lifespan from children to adults. Educational materials should be tailored to each group and evaluated to ensure efficacy, and performance metrics should be tracked throughout. OBHPFG institutes activities that limit risk exposure and/or increase protective factors in individuals at risk to prevent substance use from progressing in a susceptible individual to a diagnosable clinical disorder. Multi-level evidence-based/evidence-informed approaches, including universal, selective, and indicated level strategies, have proven to be best practice.

- Universal strategies target an entire population (local community, school, and neighborhood) with messages and programs aimed at preventing or delaying the misuse of illegal and prescription drugs. Members of the population share the general risk for substance misuse, although the risk may vary among individuals.
- Selective prevention strategies target subsets of the total population at risk for substance misuse by virtue of their membership in a particular population segment (e.g., children whose parents have/have had a substance misuse disorder, LGBTQIA+ individuals, individuals with a history of trauma, individuals impacted by health disparities, college students, older adults, athletes, etc.). Selective prevention targets the entire subgroup regardless of the degree of risk of any individual within the group. The selective prevention program is presented to the entire subgroup because the subgroup is at higher risk for substance misuse than the general population. An individual's personal risk is not specifically assessed or identified and is based solely on a presumption given his or her membership in the identified at risk subgroup.
- Indicated level strategies focus on populations identified as already using or engaged in other high-risk behaviors. Prevention interventions are aimed at preventing heavy or chronic use.

The Strategic Prevention Framework is a strategic planning process used to guide communities and states in developing and implementing comprehensive substance abuse prevention activities. Prevention activities should be evidence-based and can span across a variety of different categories. DBHDD recommends considerations of



distributing prevention activities across the six categories identified by the Institute of Medicine (IOM): 1) Information Dissemination, 2) Education, 3) Alternatives, 4) Problem Identification and Referral, 5) Community-based Process, and 6) Environmental. Additional information and guidance for planning and developing primary prevention activities can be found in Appendix A.

- 2. Harm Reduction Services** involves the development of programs that aim primarily to reduce the adverse health, social and economic consequences of the use of legal and illegal psychoactive drugs, such as opioids, without necessarily reducing drug consumption. Harm reduction emphasizes engaging directly with people who use drugs to prevent overdose and infectious disease transmission; improve physical, mental, and social wellbeing; and offer low barrier options for accessing health care services, including substance use and mental health disorder treatment.¹ The Harm Reduction approach to the opioid crisis provides the opportunity to engage in community outreach and service connection to address two major health crises that currently follow the opioid epidemic, HIV and Hepatitis C (HEP C). Additional critical components of harm reduction include syringe exchange programs and access to Naloxone.
- 3. Stand-alone/ Residential Detoxification** service is designed to care for individuals whose chemical dependence/withdrawal signs and symptoms are sufficiently severe enough to require 24-hour, 7 days per week medical management and supervision by appropriately trained medical and nursing staff in a permanent facility with inpatient beds. MAT induction should be considered during detox if clinically appropriate with a referral to ongoing MAT services.
- 4. Addictive Diseases Residential Service** (associated with ASAM Level 3.5) provides a planned regimen of 24-hour observation, monitoring, treatment, and recovery supports utilizing a multi-disciplinary staff for individuals who require a supportive and structured environment due to OUD. This Intensive level of Residential Service maintains a basic rehabilitative focus on early recovery skills, including the negative impact of substances, tools for developing support, and relapse prevention skills. There are varying levels of care which includes step-down models, intensive, semi-independent, and independent programs. For each of these levels, there is a need for separate gender specific programs for both men and women, and programs specifically focused on transition aged youth (18-25). *This step in the continuum is critical for psychological, emotional, and environmental stabilization of individuals with OUD.*
- 5. Medication Assisted Treatment / Substance Abuse Intensive Outpatient Programs Outpatient Program (SAIOP)** is designed for adults eighteen (18) years or older who require the use of medication to support their recovery from OUD utilizing a multi-disciplinary team to treat and support sustained recovery, focusing on early recovery skills, including the negative impact of substances, tools for developing support, and

¹ Substance Abuse and Mental Health Services Administration, Harm Reduction. Accessed online at: <https://www.samhsa.gov/find-help/harm-reduction>



relapse prevention skills. The duration of treatment should vary with the severity of the individual's illness and response to treatment based on the individualized treatment plan, utilizing the best/evidenced based practices for the service delivery. SAIOP is a level of care also provided in these settings on as needed basis and a setting appropriate for integration of MAT. *This service can be delivered during the day and evening hours to enable individuals to maintain residence in their community, continue to work or go to school. Programs funded under this strategy may include Narcotic Treatment Programs (NTPs), and MAT programs that are not NTPs and do not prescribe methadone.*

6. **Transitional Housing** provides a less restrictive residential setting with reduced supervision in conjunction with off-site treatment utilizing medication to support long-term recovery from OUD as appropriate. Linkage to and use of MAT when appropriate should be considered as part of the program. As with Residential Services, there is a need for separate gender specific Transitional Housing programs for both men and women. The transitional program is designed to help individuals begin to strengthen their living skills and focus on creating financial, environmental, and social stability to increase the probability of long-term recovery beyond the artificial environment.
7. **Addiction Recovery Support Centers (ARSCs)** offer a set of non-clinical, peer-led activities that engage, educate and support individuals and families successfully to make life changes necessary to establish, maintain and enhance recovery (health and wellness) from substance use disorders. Activities are individualized, recovery-focused, and based on a relationship that supports a person's ability to promote their own recovery. Activities include social support, linkage to and coordinating among other service providers, eliminating barriers to independence and continued recovery. Most Addiction Recovery Support Centers are staffed with or led by individuals who are Certified Peer Specialists. ARSCs are vital because they assist in the support of recovery lifestyle and destigmatizing social norms.

1.3 IMPLEMENTATION CONSIDERATIONS

Various factors such as existing infrastructure, provider capacity, and OUD burden need to be considered when establishing the appropriate distribution of funding across activities for each region. Implementation of the OUD Continuum of Care should be initiated with an environmental scan/need assessment of each DBHDD and designated opioid settlement region to determine, at minimum, the following:

- Current components already in place and operational - may reduce costs.
- Gaps in the continuum of care - assessment to determine if more than the recommended number of components are needed to cover the population of the region and need for services across prevention, treatment, and recovery.
- Current providers operating in the region and ability to develop and deliver missing components.



-
- Consideration of private providers' current availability/capacity is limited to meet the needs.
 - Snapshots of performance metrics are currently being used to track progress by region.

1.4 EVOLUTION AND SUSTAINABILITY

It is expected that the Opioid Continuum of Care in each region will evolve over time. As programs and interventions are implemented, and enhancements in each of the seven components are realized, the needs of the region will change. Sustainability of implemented efforts should be considered to enable the region to focus funding on new areas of need without impairing progress on gains achieved.



SECTION 2 PRIMARY PREVENTION GUIDANCE AND EXAMPLES

Section 2 provides additional information to support the development of primary prevention strategies and activities. Topics addressed include:

- Strategic Prevention Framework
- Key Definitions
- Institute of Medicine’s Categories for Prevention Activities
- Sample Evidence-Based Programs
- Resources for Finding and Selecting Evidence-based Strategies

2.1 STRATEGIC PREVENTION FRAMEWORK

The Strategic Prevention Framework² is a strategic planning process used to guide communities and states in developing and implementing comprehensive substance abuse prevention activities. Cultural Competence and Sustainability are incorporated across all five steps of the model process which guides communities to:

- Assess the community - understand the substance use and related problems in the community and how to determine the resources and readiness of the community to address the identified problems.
- Build capacity of the community - community readiness and resources to address problems.
- Planning with the community – use data (from the assessment) and community stakeholders to create a comprehensive plan to address the risk and protective factors for the substance use problems in the community (select evidence-based strategies for the identified population and problem).
- Implement the evidence-based strategies appropriate for the problem and populations of the community with fidelity.
- Evaluate your implementation (performance measures) and results (outcome measures).



² Substance Abuse and Mental Health Services Administration, A Guide to SAHMSA’s Strategic Prevention Framework: <https://www.samhsa.gov/sites/default/files/samhsa-strategic-prevention-framework-guide-08292019.pdf>



2.2 KEY DEFINITIONS

Below are the key definitions:

- **Mental Health Promotion** refers to interventions (e.g., programs, practices, or environmental strategies) that help people take charge of their life and improve their well-being. Promotion focuses on the general population or a particular defined population group. Its aim is to enhance people's ability to achieve developmentally appropriate tasks, acquire a positive sense of self-esteem, mastery, well-being, and social inclusion, strengthen their ability to cope with adversity.
- **Prevention** involves interventions that occur prior to the onset of a disorder and are intended to prevent or reduce risk for the disorder.³ Substance Abuse Prevention is not just about eliminating a negative behavior, but it is about striving to optimize well-being. Prevention is divided into sub-categories of Universal Prevention, Selective Prevention, and Indicated prevention.
 - Universal Prevention interventions focus on the entire population – broadest approach not based on risks (whole populations in a school, a whole community, or workplace).
 - Selective Prevention interventions focus on individuals or a population sub-group whose risk of developing mental disorders (or substance abuse disorders) is significantly higher than average.³ They focus on biological, psychological, or social risk factors that are more prominent among high-risk groups than among the wider population. The increased risk should be based on research not assumptions and stereotypes.
 - Indicated Prevention interventions focus on high-risk individuals who are identified as having minimal but detectable signs or symptoms foreshadowing mental, emotional, or behavioral disorders.³ They focus on immediate risk and protective factors present in the environments surrounding individuals.
- **Risk and Protective Factors** influence multiple contexts of a person's life - the individual, the family, the community (includes school or work), and the society. Since multiple contexts influence people's lives, multiple interventions are necessary to reduce substance abuse and promote emotional well-being. Prevention employs interventions that support and increase protective factors and decrease risk factors. For example, resilience is the ability to recover from or adapt to adverse events and is therefore a protective factor. Culture is also a protective factor.
- **Developmental Perspective** is critical for selection of appropriate individual level interventions. Different age groups have different risk and protective factors.

³ National Research Council and Institute of Medicine. (2009). Preventing mental, emotional, and behavioral disorders among young people: Progress and possibilities (O'Connell, ME, Boart, T, & Warner, KE, Eds.). Washington, DC: National Academies Press.



- **Shared Risk and Protective Factors** - Some risk and protective factors are the same for different problems. They tend to be correlated, have cumulative effects, and are predictive of multiple issues (data on these can be found in Monitoring the Future and the Youth Risk Behavior Surveillance System).

2.3 INSTITUTE OF MEDICINE’S CATEGORIES FOR PREVENTION ACTIVITIES

Exhibit 2-1: Institute of Medicine’s Categories for Prevention Activities provides the Institute of Medicine (IOM)’s six prevention activity categories and examples of each. Evidence-based (e.g., research-verified) primary prevention strategies should be selected under each of these six categories:

Activity Category	Examples
Information Dissemination	<ul style="list-style-type: none"> ▪ Clearinghouse/information resource center(s) ▪ Resource directories ▪ Media campaigns ▪ Brochures ▪ Radio/TV public service announcements ▪ Speaking engagements ▪ Health fairs/health promotion ▪ Information lines
Education	<ul style="list-style-type: none"> ▪ Classroom and/or small group sessions (all ages) ▪ Parenting and family management classes ▪ Peer leader/helper programs ▪ Education programs for youth groups ▪ Children of substance abuser groups
Alternatives	<ul style="list-style-type: none"> ▪ Drug free dances and parties ▪ Youth/adult leadership activities ▪ Community drop-in centers ▪ Community service activities
Problem Identification and Referral	<ul style="list-style-type: none"> ▪ Employee assistance programs ▪ Student assistance programs ▪ Driving while under the influence/driving while intoxicated education programs
Community-Based Process	<ul style="list-style-type: none"> ▪ Community and volunteer training, e.g., neighborhood action training, training of key people in the system, staff/officials training ▪ Systematic planning ▪ Multi-agency coordination and collaboration ▪ Accessing services and funding ▪ Community team building



Activity Category	Examples
Environmental	<ul style="list-style-type: none"> ▪ Promoting the establishment and review of alcohol tobacco and drug use policies in schools ▪ Technical assistance to communities to maximize local enforcement procedures governing availability and distribution of alcohol, tobacco, and other drug use ▪ Modifying alcohol and tobacco advertising practices ▪ Product pricing strategies

Exhibit 2-1: Institute of Medicine’s Categories for Prevention Activities

2.4 SAMPLES OF EVIDENCE BASED PROGRAMS

Evidence-based programs often focus on individual-level or environmental-level strategies.

Individual Level Strategies

- Focus on behavior and behavior change
- Focus on the relationship between the individual and alcohol/drug related problem
- Short-term focus on program development
- Individual not involved in decision-making
- Individual as audience

Environmental Level Strategies

- Focus on policy and policy change
- Focus on the social, political, and economic context of alcohol/drug-related problems
- Long-term focus on policy development
- People gain power by acting collectively
- Individual as advocate

Exhibit 2-2: Evidence Based Program Examples provides a listing of some example evidence-based programs, outlining the program name, goal(s), components, and expected outcomes.

Program Name & Information	Goal	Program Components	Program Outcomes
Individual-Level (Universal Prevention) <i>Good Behavior Game</i>	<ul style="list-style-type: none"> ▪ Reduce suicide ideation through the promotion of shared values and social integration ▪ Reduce behavioral infractions 	Students in first and second grades learned pro-social behavioral management strategies and team-based learning strategies.	Participants reported lower rates of suicide ideation & suicidal behavior later in life, as compared with control.
Individual-Level (Targeted Prevention for High-Risk People) <i>Proactive Policing</i>	<ul style="list-style-type: none"> ▪ Provide information about effect of underage drinking ▪ Improved communication ▪ Resistance skills 	Cities increased monitoring of gun activity through proactive engagement and enforcement.	Increased patrols aimed at illegal gun carrying reduced gun violence in high-crime areas.



Program Name & Information	Goal	Program Components	Program Outcomes
Community-Level (Universal Prevention) <i>Youth Aware Mental Health</i>	<ul style="list-style-type: none"> Mental health promotion that reduces suicidal behavior 	<ul style="list-style-type: none"> Participants role play, reflect on, and discuss topics important to youth. Trained adults facilitate discussions with youth through 5 1-hour sessions. 	<ul style="list-style-type: none"> Reduced new cases of suicide attempts and suicide ideation by 50%. New cases of depression were reduced by almost 30%.
Community-Level (Universal Prevention) <i>Cure Violence</i>	<ul style="list-style-type: none"> Provide trained conflict mediators to reduce conflict and mediate between groups Provide outreach so that community members can access social services 	<ul style="list-style-type: none"> Violence interrupters monitor ongoing violence to “talk people down” instead of retaliation Outreach workers connect people to social services (i.e., employment, housing, recreation) 	<ul style="list-style-type: none"> In Chicago, programs are seen as an important way to resolve conflict. In Baltimore, programs reduced non-fatal shootings and fatal homicides. Results rate this approach as “promising” (i.e., not yet “effective”)
Community-Level (Targeted Prevention) <i>SAFETY Program</i>	Cognitive behavioral therapy (CBT) that aims to reduce suicidal behavior, youth & parent depression, and improves youth adjustment	12-week plan that involves enhancing support (i.e., family, peers, community) and learning/ practicing social skills.	Youths in SAFETY program showed improvements in depression, hopelessness, and suicidal ideation.
Social-Structural Level (Universal Prevention) <i>Alcohol Policies and Firearm Safety</i>	<ul style="list-style-type: none"> Reduce negative consequences of alcohol use Reduce the suicide rates through gun safety 	<ul style="list-style-type: none"> Alcohol policies (i.e., taxes and prices; limiting hours and locations) are related to preponderance of suicide. Locking guns in safe containers. 	<ul style="list-style-type: none"> Improving pro-social alcohol policies (i.e., imposing higher costs on alcohol) reduces suicide and violence. Safe storage of guns leads to a reduction in teen suicide.

Exhibit 2-2: Evidence Based Program Examples

2.5 RESOURCES FOR FINDING AND SELECTING EVIDENCE BASED STRATEGIES

Below is a list of resources for finding and selecting evidence-based strategies:

- [Identifying and Selecting Evidence-Based Interventions](#)
- [SAMHSA Focus On Prevention, Strategies and Programs to Prevent Substance Use](#)
- [CAPT Decision-Support Tools, Preventing Prescription Drug Misuse: Programs and Strategies](#)
- [CAPT Decision Support Tools – Strategies to Prevent Binge or Heavy Episodic Drinking](#)



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- [Selecting Best-fit Programs and Practices](#)
 - <https://oasas.ny.gov/providers/evidence-based-prevention-programs>
 - Compendium of Model and Promising Strategies 2013 – Underage, Heavy and Binge Drinking
 - Healthy People 2020 Evidence-Based Resources
<https://www.healthypeople.gov/2020/tools-resources/Evidence-Based-Resources>
 - Identifying Evidence-Based Programs National Institute of Health
<https://prevention.nih.gov/resources-for-researchers/dissemination-and-implementation-resources/evidence-based-programs-practices#topic-1>