Goodhue County
Minnesota

HEALTH & HUMAN SERVICES (GCHHS) AGENDA

COUNTY BOARD ROOM
RED WING, MN

MARCH 21, 2023
9:15 A.M.

Join on your computer, mobile app or room device

Click here to join the meeting

Meeting ID: 294 677 034 088
Passcode: bNzyTk

Or call in (audio only)

+1 872-240-890,,326762190#

Phone Conference ID: 326 762 190#

1. CALL TO ORDER
2. REVIEW AND APPROVE BOARD MEETING AGENDA:
3. REVIEW AND APPROVE PREVIOUS MEETING MINUTES:

   Documents:

   FEBRUARY 2023 HHS BOARD MINUTES.PDF

4. REVIEW AND APPROVE THE FOLLOWING ITEMS ON THE CONSENT AGENDA:
   a. Child Care Licensure Approvals

      Documents:

      CHILD CARE APPROVALS.PDF

   b. CDC Federal Infrastructure Grant

      Documents:

      CDC FEDERAL INFRASTRUCTURE GRANT.PDF

   c. Additional National Opioids Settlement Funds

      Documents:

      AMENDED MN OPIOID MOU.PDF

5. ACTION ITEMS:
    a. Accounts Payable

        Documents:

        ACCOUNTS PAYABLE- FEBRUARY.PDF

6. INFORMATIONAL ITEMS:
    a. 2022 Child Protection Report
        Katie Bystrom

        Documents:

        CHILD PROTECTION 2022 YEAR END REPORT.PDF

    b. Waiver And Social Services Redesign
        Kris Johnson

        Documents:

        HHS WAIVER- SOCIAL SERVICES PP.PDF

7. FYI-MONTHLY REPORTS:
    a. Child Protection Report

        Documents:

        CHILD PROTECTION REPORT.PDF

    b. HHS Staffing Report

        Documents:

        HHS STAFFING REPORT.PDF

    c. MN FFY 2022 Self-Assessment Report- Child Support Program

        Documents:

        MINNESOTA FFY 2022 SELF ASSESSMENT REPORT.PDF

    d. 2023 Mental Health And Wellness Conference Flyer - May 11th

        Documents:

        MENTAL HEALTH AND WELLNESS CONFERENCE.PDF

8. ANNOUNCEMENTS/COMMENTS:
9. ADJOURN
    a. Next Meeting Will Be April 18, 2023 At 10:30 A.m.

PROMOTE, STRENGTHEN, AND PROTECT THE HEALTH OF INDIVIDUALS, FAMILIES, AND COMMUNITIES

GOODHUE COUNTY
HEALTH & HUMAN SERVICES BOARD MEETING
MINUTES OF FEBRUARY 21, 2023

The Goodhue County Health and Human Services Board convened their regularly scheduled meeting at 10:36 A.M., Tuesday, February 21, 2023, in the Goodhue County Board Room and online via TEAMS On-line platform.

Brad Anderson, Linda Flanders, Todd Greseth, Susan Johnson, Nina Pagel, and Jason Majerus

STAFF AND OTHERS PRESENT:

Nina Arneson, Kris Johnson, Mike Zorn, Susan Betcher, Lisa Woodford, Kayla Matter, Ruth Greenslade, Maggie Cichosz, and Tom Day.

AGENDA:

On a motion by B. Anderson and seconded by L. Flanders, the Board approved the February 21, 2023 Agenda.

MEETING MINUTES:

On a motion by S. Johnson and seconded by J. Majerus, the Board approved the Minutes of the H&HS Board Meeting on January 17, 2023.

CONSENT AGENDA:

On a motion by B. Anderson and seconded by N. Pagel, the Board approved all items on the consent agenda.

ACTION ITEMS:

On a motion by B. Anderson and seconded by L. Flanders, the Board approved payment of all accounts as presented.

INFORMATIONAL ITEMS:

CHNA Presentation given by Maggie Cichosz, Ruth Greenslade, and Stephanie Olson

4th Quarter 2022 Fiscal Report presented by Kayla Matter and Mike Zorn

Goodhue County Health & Human Services Board
Meeting Minutes of February 21, 2023

FYI & REPORTS:

Child Protection Report
HHS Staffing Report
Trend Report

ANNOUNCEMENTS/COMMENTS:

ADJOURN:

On a motion by B. Anderson and seconded by L. Flanders, the Board approved adjournment of this session of the Health & Human Services Board Meeting at or around 11:30 am.

GOODHUE COUNTY
HEALTH & HUMAN SERVICES (HHS)

REQUEST FOR BOARD ACTION

Requested Board Date:	March 21, 2023	**Staff Lead:**	Katie Bystrom
Consent Agenda:	☒ Yes ☐ No	**Attachments:**	☐ Yes ☒ No
Action Requested:	Approve Child Care Licensure Actions		

BACKGROUND:

Child Care Relicensures:

- Vicki Kirk Red Wing

Child Care Licensures:

- Kayla Meyer Zumbrota

Number of Licensed Family Child Care Homes: 67

RECOMMENDATION: Goodhue County HHS Department recommends approval of the above.

GOODHUE COUNTY
HEALTH & HUMAN SERVICES (GCHHS)

REQUEST FOR BOARD ACTION

Requested Board Date:	March 21, 2023	**Staff Lead:**	Kris Johnson
Consent Agenda:	☒ Yes ☐ No	**Attachments:**	☒ Yes ☐ No
Action Requested:	Review and accept funds from the Centers for Disease Control and Prevention (CDC) via Minnesota Department of Health (MDH).		

BACKGROUND:

The Minnesota Department of Health has received a 5-year grant from the Center for Disease Control (CDC) to support and bolster the Public Health Workforce in Minnesota. Community Health Boards each received an allotment from this grant; Goodhue County HHS has been allotted $171,518.00 which can be used for:

- supporting, recruiting, and training public health staff;
- strengthening workforce planning and policy development;
- and/or recruiting and hiring new public health staff.

The funds must be spent by November 30, 2027. GCHHS is in the process of developing a plan to utilize the funds.

RECOMMENDATION: Goodhue County HHS Recommends Approval as Requested.

Minnesota Department of Health
Grant Project Agreement Cover Sheet

You have received a grant project agreement from the Minnesota Department of Health (MDH). Information about the grant project agreement, including funding details, are included below. Contact your MDH Grant Manager if you have questions about this Cover Sheet.

ATTACHMENT: Grant Project Agreement

CONTACT FOR MDH: Alicia Waters, 651-201-4512, Alicia.Waters@state.mn.us

Grantee SWIFT Information	Grant Project Agreement Information	Program & Funding Information
Name of MDH Grantee: Goodhue County Health and Human Services	**Grant Project Agreement Number:** 225528.	**MDH Program Name:** CDC Federal Infrastructure Grant
Grantee SWIFT Vendor Number: 0000197327 **SWIFT Vendor Location Code:** 001	**Effective Date:** 3/1/2023, OR the date all signatures are collected and the agreement is fully executed, whichever is later. **Expiration Date:** 11/30/2027	**Total State Grant Funds:** $0.00 **Total Federal Grant Funds:** $171,518.00 **Total Grant Funds *(all funds):*** $171,518.00

Notice to Grantee about Federal Funds

You have received a sub-award of federal financial assistance from MDH. Information about the sub-award is being shared with you per 2 CFR § 200.332. Please keep a copy of this cover sheet with the grant project agreement.

Grantee Unique Entity Identifier (UEI) Name and Number	**UEI Name:** Goodhue, County of. **UEI Number:** EUJSNVR85T71.
Grantee's Approved Indirect Cost Rate for the Grant	10%
Is this award for Research and Development?	☐ Yes ☒ No
Project Description	This funding will support efforts to recruit, retain, and train a skilled and diverse public health workforce, address longstanding public health infrastructure needs, and increase the size of the public health workforce.
Name of Federal Awarding Agency	Department of Health and Human Services Centers for Disease Control and Prevention (CDC)
Assistance Listing Name and Number (formerly *Catalog of Federal Domestic Assistance, "CFDA")*	**Assistance Listing Name:** CDC's Collaboration with Academia to Strengthen Public Health **Assistance Listing Number:** 93.967
Federal Award Identification Number (FAIN)/ Grantor's Pass-through Number	NE11OE000048
Federal Award Date *(Date MDH received federal grant)*	11/29/2022
Total Amount of Federal Award Received by MDH	$42,873,748.00
Amount of funding from this federal award MDH is issuing to Grantee:	$171,518.00

Minnesota Department of Health

Grant Project Agreement

This Grant Project Agreement, and amendments and supplements, is between the State of Minnesota, acting through its Commissioner of Health ("MDH") and Goodhue County Health and Human Services, an independent organization, not an employee of the State of Minnesota, address 426 West Avenue, Red Wing, MN 55066, ("Grantee").

Recitals

1. MDH is empowered to enter into this grant project agreement under Minn. Stat. §§ 144.05 and 144.0742 and 317(K)(2) of PHSA 42USC 24B(K)(2) for preventive health services ;
2. MDH and Grantee have entered into Master Grant Contract number 12-700-00074 ("Master Grant Contract") effective January 1, 2020 or subsequent Master Grant Contracts and amendments and supplements thereto;
3. Grantee represents that it is duly qualified and willing to perform the activities described in accordance with the terms of this grant project agreement. Pursuant to Minn. Stat. § 16B.98, subd 1, Grantee agrees to minimize administrative costs as a condition of this grant project agreement.

Grant Project Agreement

NOW, THEREFORE, it is agreed:

1. **Incorporation of Master Grant Contract**
   All terms and conditions of the Master Grant Contract are hereby incorporated by reference into this grant project agreement.
2. **Term of Agreement**
   2.1. *Effective date*
   March 1, 2023, or the date MDH obtains all required signatures under Minn. Stat. § 16B.98, subd. 5(a), whichever is later. Per Minn. Stat. § 16B.98, subd. 7, no payments will be made to the Grantee until this grant project agreement is fully executed. Grantee must not begin work until this grant project agreement is fully executed and MDH's Authorized Representative has notified Grantee that work may commence.

   2.2. *Expiration date*
   November 30, 2027, or until all obligations have been fulfilled to the satisfaction of MDH, whichever occurs first, except for the requirements specified in this grant project agreement with completion dates which extend beyond the termination date specified in this sentence.
3. **Activities**
   3.1. *MDH's Activities*
   MDH activities, in accordance with the Minnesota Department of Administration's Office of Grants Management's policies and federal regulations, may include but are not limited to

financial reconciliations, site visits, programmatic monitoring of activities performed, and grant activity evaluation.

3.2. *Grantee's Activities*
Grantee, who is not a state employee, shall conduct the activities specified in Exhibit A, which is attached and incorporated into this grant agreement.

4. **Award and Payment**
MDH will award funds to Grantee for all activities performed in accordance with this grant project agreement.

4.1. *Grant Award*
Reimbursement will be in accordance with the grantee activities addressed in Exhibit A, which is attached and incorporated into this grant agreement.

4.2. *Budget Modifications*
Grantee may modify any line item in the most recently agreed-upon budget by up to 10 percent without prior written approval from MDH. Grantee must notify MDH of any modifications up to 10 percent in writing no later than the next invoice. Grantee must obtain prior written approval from MDH for line-item modifications greater than 10 percent. Grantee's failure to obtain MDH's prior approval may result in denial of modification request, loss of funds, or both. The total obligation of MDH for all compensation and reimbursements to Grantee shall not exceed the total obligation listed under "Total Obligation."

4.3. *Total Obligation*
The total obligation of MDH for all compensation and reimbursements to Grantee under this grant project agreement will not exceed $171,518.00.

4.4. *Terms of Payment*

4.4.1. Invoices
MDH will promptly pay Grantee after Grantee presents an itemized invoice for the activities actually performed and MDH's Authorized Representative accepts the invoiced activities. Invoices must be submitted at least quarterly or according to a schedule agreed upon by the Parties. The final invoice is due 30 calendar days after the expiration date of the grant agreement.

4.4.2. Federal Funds
Payments under this grant project agreement will be made from federal funds obtained by MDH through Strengthening Minnesota's Public Health Infrastructure, Workforce, and Data Systems, Assistance Listing (formerly known as CFDA) number 93.967 of the Public Health Service Act of 1944, including public law and all amendments. The Notice of Grant Award (NGA) number is 1NE11OE000048-01-00. Grantee is responsible for compliance with all federal requirements imposed on these funds and accepts full financial responsibility for any requirements imposed by the Grantee's failure to comply with federal requirements.

5. **Conditions of Payment**
All activities performed by Grantee pursuant to this grant agreement must be performed in accordance with the terms of this grant agreement, as determined in the sole discretion of MDH's Authorized Representative. Furthermore, all activities performed by Grantee must be in

accordance with all applicable federal, state, and local laws, ordinances, rules, and regulations. MDH will not pay Grantee for work that MDH determines is noncompliant with the terms and conditions of this grant agreement or performed in violation of federal, state, or local law, ordinance, rule, or regulation.

6. **Ownership of Equipment and Supplies**

6.1. ***Equipment***. "Equipment" is defined as tangible personal property having a useful life of more than one year and a per-unit acquisition cost which equals or exceeds $5,000. MDH shall have the right to require transfer of all Equipment purchased with grant funds (including title) to MDH or to an eligible non-State party named by MDH. MDH may require the transfer of Equipment if the grant program is transferred to another grantee. At the end of this grant agreement, grantee must contact MDH's Authorized Representative for further instruction regarding the disposition of Equipment.

6.2. ***Supplies***. "Supplies" is defined as all tangible personal property other than those described in the definition of Equipment. Grantee must notify MDH's Authorized Representative regarding any remaining Supplies with an aggregate market value of $5,000 or more for further instruction regarding the disposition of those Supplies. For the purpose of this section, Supplies includes but is not limited to computers and incentives.

7. **Authorized Representatives**

7.1. *MDH's Authorized Representative*

MDH's Authorized Representative for purposes of administering this grant project agreement is Alicia Waters, Grant Manager, P.O. Box 64975 St. Paul, MN 55164-0975, 651-201-4512, Alicia.Waters@state.mn.us, or their successor, and has the responsibility to monitor Grantee's performance and the final authority to accept the activities performed under this grant project agreement. If the activities performed are satisfactory, MDH's Authorized Representative will certify acceptance on each invoice submitted for payment.

7.2. *Grantee's Authorized Representative*

Grantee's Authorized Representative is Nina Arneson, CHS Administrator, 426 West Avenue, Red Wing, MN 55066, 651-385-6115, nina.arneson@co.goodhue.mn.us, or their successor. Grantee's Authorized Representative has full authority to represent Grantee in fulfillment of the terms, conditions, and requirements of this agreement. If Grantee selects a new Authorized Representative at any time during this grant project agreement, Grantee must immediately notify MDH's Authorized Representative.

8. **Termination**

8.1. *Termination by the MDH or Grantee*

MDH or Grantee may cancel this grant project agreement at any time, with or without cause, upon 30 days written notice (e.g., by mail, email, or both) to the other party.

8.2. *Termination for Cause*

If Grantee fails to comply with the provisions of this grant project agreement, MDH may terminate this grant project agreement without prejudice to the right of MDH to recover any money previously paid. The termination shall be effective five business days after written notice (e.g., mail, email or both) of termination to Grantee.

8.3. *Termination for Insufficient Funding*

MDH may immediately terminate this grant project agreement if it does not obtain funding from the Minnesota Legislature or other funding source; or if funding cannot be continued at a level sufficient to allow for the payment of the work scope covered in this grant project agreement. Termination must be by written notice to Grantee; e.g., mail, email, or both. MDH is not obligated to pay for any work performed after notice and effective date of the termination. However, Grantee will be entitled to payment, determined on a pro rata basis, for activities satisfactorily performed to the extent that funds are available. MDH will not be assessed any penalty if this grant project agreement is terminated because of the decision of the Minnesota Legislature, or other funding source, not to appropriate funds. MDH must provide the Grantee notice of the lack of funding within a reasonable time of MDH receiving notice of the same.

9. **Publicity**

Any publicity given to the program, publications, or activities performed resulting from this grant agreement, including but not limited to, notices, informational pamphlets, press releases, research, reports, signs, and similar public notices prepared by or for Grantee or its employees individually or jointly with others, or any subgrantees, must identify MDH as the sponsoring agency. If publicity is not specifically authorized under this grant agreement, Grantee must obtain prior written approval from MDH's Authorized Representative. As federal funding is being used for this grant project agreement, the federal program must also be recognized.

10. **Clerical Error**

Notwithstanding Clause "Assignment, Amendments, Waiver, and Grant Agreement Complete" of this grant agreement, MDH reserves the right to unilaterally fix clerical errors, defined as misspellings, minor grammatical or typographical mistakes or omissions, that do not have a substantive impact on the terms of the Grant Agreement without executing an amendment. MDH must inform Grantee of clerical errors that have been fixed pursuant to this paragraph within a reasonable period of time.

11. **Telecommunications Certification**

By signing this agreement, Grantee certifies that, consistent with Section 889 of the John S. McCain National Defense Authorization Act for Fiscal Year 2019, Pub. L. 115-232 (Aug. 13, 2018), and 2 CFR § 200.216, Grantee will not use any funding covered by this grant agreement to procure or obtain, or to extend, renew, or enter into any contract to procure or obtain, any equipment, system, or service that uses "covered telecommunications equipment or services" (as that term is defined in Section 889 of the Act) as a substantial or essential component of any system or as critical technology as part of any system. Grantee will include this certification as a flow down clause in any contract related to this grant agreement.

12. **Voter Registration Services Requirement**

If this grant agreement will disburse any state funds (as indicated on the Award Cover Sheet); AND Grantee is a local unit of government, city, county, township, or non-profit organization, then Grantee is required to comply with Minn. Stat. § 201.162 by providing voter registration services for its employees and for the public served by the grantee.

APPROVED:

1. State Encumbrance Verification

Individual certifies that funds have been encumbered as required by Minn. Stat. §§ 16A.15 and 16C.05.

Signature: Sarah Martin Digitally signed by Sarah Martin Date: 2023.03.02 09:39:01 -06'00'

SWIFT Contract & Initial PO: 225528_3000101260

2. Grantee

Grantee certifies that the appropriate persons(s) have executed the grant agreement on behalf of Grantee as required by applicable articles, bylaws, resolutions, or ordinances.

Signature: _____ Signature: _____

Title: HHS Director Title: _____

Date: _____ Date: _____

Signature: _____ Signature: _____

Title: _____ Title: _____

Date: _____ Date: _____

1. Minnesota Department of Health

Grant agreement approval and certification that State funds have been encumbered as required by Minn. Stat. §§ 16A.15 and 16C.05.

Signature:
(with delegated authority) _____

Title: _____

Date: _____

Distribution:
All parties on the DocuSign envelope will receive a copy of the fully executed grant agreement.

Exhibit A – Grantee's Activities/Scope of Work

The purpose of this funding is to recruit, retain, and train a skilled and diverse public health workforce, address longstanding public health infrastructure needs, and increase the size of the public health workforce. More details and examples of activities supported by these duties can be found in the *CDC Federal Infrastructure Grant Guide for CHBs* found on the MDH website.

The programmatic duties must be completed and awarded funds expended by November 30, 2027 unless Grantee is notified in writing by MDH's Authorized Representative, or their designee, that the budget period is being extended.

1. Grantee shall complete, and update as necessary, proposed activities in REDCap, which will be used by MDH to ensure compliance with CDC guidelines and make connections with other grantees. Any changes made to the original proposal must be made in REDCap and reviewed by MDH.

2. Grantee shall undertake any or all the activities in the following areas:

    - **Support and sustain the public health workforce.** This could include, but is not limited to, strengthening workplace well-being programs and expanding engagement with the workforce to address their mental, emotional, and physical well-being.
    - **Retain public health staff.** This could include, but is not limited to, strengthening retention incentives, creating promotional opportunities, and transition staff to other hiring mechanisms.
    - **Train new and existing public health staff.** This could include, but is not limited to, improving the quality and scope of training and professional development opportunities for all staff.
    - **Strengthen workforce planning, systems, processes, and policies.** This could include but is not limited to, maintaining and upgrading human resource systems, identifying ways to better collect and use workforce data, and identifying policies that could facilitate more efficient and effective workforce development and management.
    - **Recruit and hire new public health staff.** This could include, but is not limited to, expanding recruitment efforts, creating new positions, improving hiring incentives, and creating new hiring mechanisms.

3. Grantee shall complete a proposed budget in REDCap by the date provided to them by MDH. Any revisions made to the original budget must be made in REDCap.

4. Grantee shall provide requested financial and programmatic reporting information by the dates provided to them by MDH to meet MDH and CDC reporting and monitoring requirements.

DocuSign

Certificate Of Completion

Envelope Id: EB4D6A8A98734BCABF027B90FF32FC0B
Status: Sent
Subject: Complete with DocuSign: Goodhue Grant Agreement | CHD | 225528 | REQ 7797
Source Envelope:
Document Pages: 8
Signatures: 0
Envelope Originator:
Certificate Pages: 2
Initials: 0
Alicia Waters
AutoNav: Enabled
625 Robert St. N
EnvelopeId Stamping: Enabled
PO Box 64975
Time Zone: (UTC-06:00) Central Time (US & Canada)
St. Paul, MN 55164
alicia.waters@state.mn.us
IP Address: 156.98.136.27

Record Tracking

Status: Original
3/3/2023 12:48:36 PM
Holder: Alicia Waters
alicia.waters@state.mn.us
Location: DocuSign
Security Appliance Status: Connected
Pool: StateLocal
Storage Appliance Status: Connected
Pool: Department of Health
Location: DocuSign

Signer Events	Signature	Timestamp
Nina Arneson nina.arneson@co.goodhue.mn.us HHS Director Security Level: Email, Account Authentication (None) **Electronic Record and Signature Disclosure:** Not Offered via DocuSign		Sent: 3/3/2023 12:51:02 PM Viewed: 3/3/2023 1:13:07 PM
MDH FiM with Delegated Authority to Execute Grants/Contracts Signing Group: MDH FiM with Delegated Authority to Execute Grants/Contracts Security Level: Email, Account Authentication (None) **Electronic Record and Signature Disclosure:** Not Offered via DocuSign		

In Person Signer Events	Signature	Timestamp

Editor Delivery Events	Status	Timestamp

Agent Delivery Events	Status	Timestamp

Intermediary Delivery Events	Status	Timestamp

Certified Delivery Events	Status	Timestamp

Carbon Copy Events	Status	Timestamp
MDH FiM Encumbrance Office Health.FM-Grants-Contracts@state.mn.us Security Level: Email, Account Authentication (None) **Electronic Record and Signature Disclosure:** Not Offered via DocuSign		

Witness Events	Signature	Timestamp

Notary Events	Signature	Timestamp

Envelope Summary Events	Status	Timestamps
Envelope Sent	Hashed/Encrypted	3/3/2023 12:51:02 PM

Payment Events	Status	Timestamps

GOODHUE COUNTY
HEALTH & HUMAN SERVICES (GCHHS)

REQUEST FOR BOARD ACTION

Requested Board Date:	March 21, 2023	**Staff Lead:**	Kris Johnson
Consent Agenda:	☒ Yes ☐ No	**Attachments:**	☒ Yes ☐ No
Action Requested:	Review and Approve Amended MN Opioids State-Subdivision Memorandum of Agreement (MOA) and Resolution Authorizing Goodhue County to Participate in the Settlements, and Execute the Amended MOA.		

BACKGROUND:
The State of Minnesota is a party to the multistate settlement agreement with pharmaceutical distributors and opioid manufacturers along other parties including all the Minnesota Counties.
On November 2, 2022 Goodhue County Board approved the utilization of national opioids settlement funds and delegated GCHHS Board as the governing board for the Goodhue County opioid settlement funds.

Now five new proposed national opioid settlements have been reached with Teva, Allergan, CVS, Walgreens, and Walmart, and following documents must be executed without alteration and submitted on or before April 18, 2023 in order for Goodhue County - subdivision to be considered for initial participation calculations and payment eligibility.

- Participation forms for Teva, Allergan, CVS, Walgreens, and Walmart, including a release of any claims.
- Amended Minnesota Opioids State-Subdivision Memorandum of Agreement (Amended MOA)
- Clean version for signature and a marked-up version showing amendments.
- Template Resolutions authorizing city or county staff to participate in the settlements and execute the Amended MOA.

RECOMMENDATION: Goodhue County HHS Recommends Approval as Requested.

New National Opioids Settlements: Teva, Allergan, CVS, Walgreens, and Walmart
Opioids Implementation Administrator
opioidsparticipation@rubris.com

Goodhue County, MN
Reference Number: CL-386872

TO LOCAL POLITICAL SUBDIVISIONS AND SPECIAL DISTRICTS:

THIS PACKAGE CONTAINS DOCUMENTATION TO PARTICIPATE IN THE NEW NATIONAL OPIOID SETTLEMENTS. YOU MUST TAKE ACTION IN ORDER TO PARTICIPATE.

If your subdivision is represented by an attorney with respect to opioid claims, please contact your attorney.

Deadline: April 18, 2023

Five new proposed national opioid settlements ("*New National Opioid Settlements*") have been reached with **Teva, Allergan, CVS, Walgreens, and Walmart** ("Settling Defendants"). This *Participation Package* is a follow-up communication to the *Notice of National Opioid Settlements* recently received electronically by your subdivision or special district ("subdivision").

You are receiving this *Participation Package* because Minnesota is participating in the following settlements:

- **Teva**
- **Allergan**
- **CVS**
- **Walgreens**
- **Walmart**

If a state does not participate in a particular Settlement, the subdivisions in that state are not eligible to participate in that Settlement.

This electronic envelope contains:

- *Participation Forms* for Teva, Allergan, CVS, Walgreens, and Walmart, including a release of any claims.
- Amended Minnesota Opioids State-Subdivision Memorandum of Agreement (Amended MOA)
    - Clean version for signature and a marked-up version showing amendments.
- Template Resolutions authorizing city or county staff to participate in the settlements and execute the Amended MOA.

The *Participation Form* for each settlement must be executed, without alteration, and submitted on or before April 18, 2023, in order for your

subdivision to be considered for initial participation calculations and payment eligibility.

The Amended MOA must also be executed and submitted as soon as possible in order for your subdivision to be considered a "Participating Local Government" under the Amended MOA.

Based upon subdivision participation forms received on or before April 18th, the subdivision participation rate will be used to determine whether participation for each deal is sufficient for the settlement to move forward and whether a state earns its maximum potential payment under the settlement. If the settlement moves forward, your release will become effective. If a settlement does not move forward, that release will not become effective.

Any subdivision that does not participate cannot directly share in the settlement funds, even if other participating subdivisions are sharing in settlement funds. Any subdivision that does not participate will reduce the amount of money for programs to remediate the opioid crisis in Minnesota. Please note, a subdivision will not necessarily directly receive settlement funds by participating. To promote efficiency in the use of abatement funds and avoid administratively burdensome disbursements that would be too small to add a meaningful abatement response, certain smaller subdivisions do not automatically receive a direct allocation. However, participation by such subdivisions will help maximize the amount of abatement funds being paid to Minnesota, including those going to counties and cities.

Pursuant to the attached Amended MOA, the following Minnesota subdivisions are eligible to directly receive settlement funds:

- All counties; and
- All cities that:
    - Have a population of more than 30,000 based on the United States Census Bureau's Vintage 2019 population totals,
    - Have funded or otherwise managed an established health care or treatment infrastructure (*e.g.*, health department or similar agency), or
    - Have initiated litigation against the previously-settling Distributors (McKesson, Cardinal Health, or AmerisourceBergen) or Janssen on or before December 3, 2021

For subdivisions that fall outside the above eligibility thresholds, you must participate if you wish to receive grants from settlement funds from the State or other subdivisions in the future. Your participation will also increase the amount of money coming to Minnesota for programs to remediate the crisis.

You are encouraged to discuss the terms and benefits of the *New National Opioid Settlements* with your counsel, the Minnesota Attorney General's Office, and other contacts within Minnesota.

Information and documents regarding the *New National Opioid Settlements* and how they are being implemented in your state and how funds will be allocated within your state allocation can be found on the national settlement website at https://nationalopioidsettlement.com/. This website will be supplemented as additional documents are created. The Minnesota Attorney General's Office has also set up a state-specific website, which may be found at http://www.ag.state.mn.us/opioids/. This website includes Minnesota-specific information regarding the opioid settlements, as well as Minnesota's opioids legislation, the Opioid Epidemic Response Advisory Council, and the Attorney General's opioid-related cases. Minnesota's website will be supplemented as additional documents are created.

How to return signed forms:

There are three methods for returning the executed *Participation Forms* and the Amended MOA to the Implementation Administrator:

(1) *Electronic Signature via DocuSign*: Executing the *Participation Forms* and Amended MOA electronically through DocuSign will return the signed forms to the Implementation Administrator and associate your forms with your subdivision's records. Electronic signature is the most efficient method for returning *Participation Forms*, allowing for more timely participation and the potential to meet higher settlement payment thresholds, and is therefore strongly encouraged.

(2) *Manual Signature returned via DocuSign*: DocuSign allows forms to be downloaded, signed manually, then uploaded to DocuSign and returned automatically to the Implementation Administrator. Please be sure to complete all fields. As with electronic signature, returning manually signed *Participation Forms* via DocuSign will associate your signed forms with your subdivision's records.

(3) *Manual Signature returned via electronic mail*: If your subdivision is unable to return executed *Participation Forms* and the Amended MOA using DocuSign, signed *Participation Forms* and the Amended MOA may be returned via electronic mail to opioidsparticipation@rubris.com. Please include the name, state, and reference ID of your subdivision in the body of the email and use the subject line "Settlement Participation Forms – [Subdivision Name, Subdivision State] – [Reference ID]."

Detailed instructions on how to sign and return the *Participation Forms*, including changing the authorized signer, can be found at https://nationalopioidsettlement.com. You may also contact opioidsparticipation@rubris.com.

The sign-on period for subdivisions ends on April 18, 2023.

If you have any questions about executing these forms, please contact your counsel or the Implementation Administrator at opioidsparticipation@rubris.com. If you have questions for the Minnesota Attorney General's Office, you can send an email

to opioids@ag.state.mn.us. You can also call the Minnesota Attorney General's Office Opioid Issues phone line at (612) 429-7126 and leave a message regarding any questions you have or any additional information you would like.

Thank you,

National Opioids Settlements Implementation Administrator

The Implementation Administrator is retained to provide the settlement notice required by the respective settlement agreements referenced above and to manage the collection of settlement participation forms for each settlement.

AMENDED MINNESOTA OPIOIDS STATE-SUBDIVISION MEMORANDUM OF AGREEMENT

WHEREAS, the State of Minnesota, Minnesota counties and cities, and their people have been harmed by misconduct committed by certain entities that engage in or have engaged in the manufacture, marketing, promotion, distribution, or dispensing of an opioid analgesic;

WHEREAS, certain Minnesota counties and cities, through their counsel, and the State, through its Attorney General, are separately engaged in ongoing investigations, litigation, and settlement discussions seeking to hold opioid manufacturers and distributors accountable for the damage caused by their misconduct;

WHEREAS, the State and Local Governments share a common desire to abate and alleviate the impacts of the misconduct described above throughout Minnesota;

WHEREAS, while the State and Local Governments recognize the sums which may be available from the aforementioned litigation will likely be insufficient to fully abate the public health crisis caused by the opioid epidemic, they share a common interest in dedicating the most resources possible to the abatement effort;

WHEREAS, the investigations and litigation with several companies have resulted in National Settlement Agreements with those companies, which the State has already committed to join;

WHEREAS, Minnesota's share of settlement funds from the National Settlement Agreements will be maximized only if all Minnesota counties, and cities of a certain size, participate in the settlements;

WHEREAS, the National Settlement Agreements will set a default allocation between each state and its political subdivisions unless they enter into a state-specific agreement regarding the distribution and use of settlement amounts;

WHEREAS, this Amended Memorandum of Agreement is intended to facilitate compliance by the State and by the Local Governments with the terms of the National Settlement Agreements and is intended to serve as a State-Subdivision Agreement under the National Settlement Agreements;

WHEREAS, this Amended Memorandum of Agreement is also intended to serve as a State-Subdivision Agreement under resolutions of claims concerning alleged misconduct in the manufacture, marketing, promotion, distribution, or dispensing of an opioid analgesic entered in bankruptcy court that provide for payments (including payments through a trust) to both the State and Minnesota counties and cities and allow for the allocation between a state and its political subdivisions to be set through a state-specific agreement; and

WHEREAS, specifically, this Amended Memorandum of Agreement is intended to serve under the Bankruptcy Resolutions concerning Purdue Pharma, Mallinckrodt, and Endo as a qualifying Statewide Abatement Agreement.

I. Definitions

As used in this MOA (including the preamble above):

"Approved Uses" shall mean forward-looking strategies, programming, and services to abate the opioid epidemic that fall within the list of uses on **Exhibit A.** Consistent with the terms of the National Settlement Agreements and Bankruptcy Resolutions, "Approved Uses" shall include the reasonable administrative expenses associated with overseeing and administering Opioid Settlement Funds. Reimbursement by the State or Local Governments for past expenses are not Approved Uses.

"Backstop Fund" is defined in Section VI.B below.

"Bankruptcy Defendants" mean any Opioid Supply Chain Participants that have filed for federal bankruptcy protection, including, but not limited to, Purdue Pharma L.P., Mallinckrodt plc, and Endo International plc.

"Bankruptcy Resolution(s)" means resolutions of claims concerning alleged misconduct in manufacture, marketing, promotion, distribution, or dispensing of an opioid analgesic by the Bankruptcy Defendants entered in bankruptcy court that provide for payments (including payments through a trust) to both the State and Minnesota counties and municipalities and allow for the allocation between the state and its political subdivisions to be set through a state-specific agreement.

"Counsel" is defined in Section VI.B below.

"County Area" shall mean a county in the State of Minnesota plus the Local Governments, or portion of any Local Government, within that county.

"Governing Body" means (1) for a county, the county commissioners of the county, and (2) for a municipality, the elected city council or the equivalent legislative body for the municipality.

"Legislative Modification" is defined in Section II.C below.

"Litigating Local Governments" mean a Local Government that filed an opioid lawsuit(s) on or before December 3, 2021, as defined in Section VI.B below.

"Local Abatement Funds" are defined in Section II.B below.

"Local Government" means all Minnesota political subdivisions within the geographic boundaries of the state of Minnesota.

"MDL Matter" means the matter captioned *In re National Prescription Opiate Litigation*, MDL 2804, pending in the United States District Court for the Northern District of Ohio.

"Memorandum of Agreement" or "MOA" means this agreement, the Amended Minnesota Opioids State-Subdivision Memorandum of Agreement.

"National Settlement Agreements" means a national opioid settlement agreement with the Parties and one or more Opioid Supply Chain Participants concerning alleged misconduct in manufacture, marketing, promotion, distribution, or dispensing of an opioid analgesic, which includes structural or payment provisions requiring or anticipating the participation of both the State and its political subdivisions in the national opioid settlement agreement and allows for the allocation of Opioid Settlement Funds between the State and its political subdivisions to be set through a state-specific agreement.

"Opioid Settlement Funds" shall mean all funds allocated by the National Settlement Agreements and any Bankruptcy Resolutions to the State and Local Governments for purposes of opioid remediation activities or restitution, as well as any repayment of those funds and any interest or investment earnings that may accrue as those funds are temporarily held before being expended on opioid remediation strategies.

"Opioid Supply Chain Participants" means entities that engage in, have engaged in, or have provided consultation services regarding the manufacture, marketing, promotion, distribution, or dispensing of an opioid analgesic, including, but not limited to, Janssen, AmerisourceBergen, Cardinal Health, McKesson, Teva Pharmaceuticals, Allergan plc, CVS Health Corporation, Walgreens Boots Alliance, Inc., and Walmart Inc. "Opioid Supply Chain Participants" also means all subsidiaries, affiliates, officers, directors, employees, or agents of such entities.

"Parties" means the State and the Participating Local Governments.

"Participating Local Government" means a political subdivision within the geographic boundaries of the State of Minnesota that has signed this Memorandum of Agreement and has executed a release of claims by signing on to the National Settlement Agreements. For the avoidance of doubt, a Local Government must sign this MOA to become a "Participating Local Government."

"Region" is defined in Section II.H below.

"State" means the State of Minnesota by and through its Attorney General, Keith Ellison.

"State Abatement Fund" is defined in Section II.B below.

II. Allocation of Settlement Proceeds

A. Method of distribution. Pursuant to the National Settlement Agreements and any Bankruptcy Resolutions, Opioid Settlement Funds shall be distributed directly to the State and directly to Participating Local Governments in such proportions and for such uses as set forth in this MOA, provided Opioid Settlement Funds shall not be considered funds of

the State or any Participating Local Government unless and until such time as each distribution is made.

B. Overall allocation of funds. Opioid Settlement Funds will be initially allocated as follows: (i) 25% directly to the State ("State Abatement Fund"), and (ii) 75% directly to abatement funds established by Participating Local Governments ("Local Abatement Funds"). This initial allocation is subject to modification by Sections II.F, II.G, and II.H, below.

C. Statutory change.

1. The Parties agree to work together in good faith to propose and lobby for legislation in the 2022 Minnesota legislative session to modify the distribution of the State's Opiate Epidemic Response Fund under Minnesota Statutes section 256.043, subd. 3(d), so that "50 percent of the remaining amount" is no longer appropriated to county social services, as related to Opioid Settlement Funds that are ultimately placed into the Minnesota Opiate Epidemic Response Fund ("Legislative Modification").[1] Such efforts include, but are not limited to, providing testimony and letters in support of the Legislative Modification.

2. It is the intent of the Parties that the Legislative Modification would affect only the county share under section 256.043, subd. 3(d), and would not impact the provision of funds to tribal social service agencies. Further, it is the intent of the Parties that the Legislative Modification would relate only to disposition of Opioid Settlement Funds and is not predicated on a change to the distribution of the Board of Pharmacy fee revenue that is deposited into the Opiate Epidemic Response Fund.

D. Bill Drafting Workgroup. The Parties will work together to convene a Bill Drafting Workgroup to recommend draft legislation to achieve this Legislative Modification. The Workgroup will meet as often as practicable in December 2021 and January 2022 until recommended language is completed. Invitations to participate in the group shall be extended to the League of Minnesota Cities, the Association of Minnesota Counties, the Coalition of Greater Minnesota Cities, state agencies, the Governor's Office, the Attorney General's Office, the Opioid Epidemic Response Advisory Council, the Revisor's Office, and Minnesota tribal representatives. The Workgroup will host meetings with Members of the Minnesota House of Representatives and Minnesota Senate who have been involved in this matter to assist in crafting a bill draft.

E. No payments until August 1, 2022. The Parties agree to take all steps necessary to ensure that any Opioid Settlement Funds ready for distribution directly to the State and Participating Local Governments under the National Settlement Agreements or

[1] It is the intent of the Parties that counties will continue to fund child protection services for children and families who are affected by addiction, in compliance with the Approved Uses in **Exhibit A**.

Bankruptcy Resolutions are not actually distributed to the Parties until on or after August 1, 2022, in order to allow the Parties to pursue legislative change that would take effect before the Opioid Settlement Funds are received by the Parties. Such steps may include, but are not limited to, the Attorney General's Office delaying its filing of Consent Judgments in Minnesota state court memorializing the National Settlement Agreements. This provision will cease to apply upon the effective date of the Legislative Modification described above, if that date is prior to August 1, 2022.

F. Effect of no statutory change by August 1, 2022. If the Legislative Modification described above does not take effect by August 1, 2022, the allocation between the Parties set forth in Section II.B shall be modified as follows: (i) 40% directly to the State Abatement Fund, and (ii) 60% to Local Abatement Funds. The Parties further agree to discuss potential amendment of this MOA if such legislation does not timely go into effect in accordance with this paragraph.

G. Effect of later statutory change. If the Legislative Modification described above takes effect after August 1, 2022, the allocation between the Parties will be modified as follows:
(i) 25% directly to the State Abatement Fund, and (ii) 75% to Local Abatement Funds.

H. Effect of partial statutory change. If any legislative action otherwise modifies or diminishes the direct allocation of Opioid Settlement Funds to Participating Local Governments so that as a result the Participating Local Governments would receive less than 75 percent of the Opioid Settlement Funds (inclusive of amounts received by counties per statutory appropriation through the Minnesota Opiate Epidemic Response Fund), then the allocation set forth in Section II.B will be modified to ensure Participating Local Governments receive 75% of the Opioid Settlement Funds.

I. Participating Local Governments receiving payments. The proportions set forth in **Exhibit B** provide for payments directly to: (i) all Minnesota counties; and (ii) all Minnesota cities that (a) have a population of more than 30,000, based on the United States Census Bureau's Vintage 2019 population totals, (b) have funded or otherwise managed an established health care or treatment infrastructure (e.g., health department or similar agency), or (c) have initiated litigation against AmerisourceBergen, Cardinal Health, McKesson, or Janssen as of December 3, 2021.

J. Allocation of funds between Participating Local Governments. The Local Abatement Funds shall be allocated to Participating Local Governments in such proportions as set forth in **Exhibit B**, attached hereto and incorporated herein by reference, which is based upon the MDL Matter's Opioid Negotiation Class Model.[2] The proportions shall not change based on population changes during the term of the MOA. However, to the extent

[2] More specifically, the proportions in Exhibit B were created based on Exhibit G to the National Settlement Agreements, which in turn was based on the MDL Matter's allocation criteria. Cities under 30,000 in population that had shares under the Exhibit G default allocation were removed and their shares were proportionally reallocated amongst the remaining subdivisions.

required by the terms of the National Settlement Agreements, the proportions set forth in **Exhibit B** must be adjusted: (i) to provide no payment from the National Settlement Agreements to any listed county or municipality that does not participate in the National Settlement Agreements; and (ii) to provide a reduced payment from the National Settlement Agreements to any listed county or city that signs on to the National Settlement Agreements after the Initial Participation Date.

K. Redistribution in certain situations. In the event a Participating Local Government merges, dissolves, or ceases to exist, the allocation percentage for that Participating Local Government shall be redistributed equitably based on the composition of the successor Local Government. In the event an allocation to a Local Government cannot be paid to the Local Government, such unpaid allocations will be allocated to Local Abatement Funds and be distributed in such proportions as set forth in Exhibit B.

L. City may direct payments to county. Any city allocated a share may elect to have its full share or a portion of its full share of current or future annual distributions of settlement funds instead directed to the county or counties in which it is located, so long as that county or counties are Participating Local Governments[s]. If a city is located in more than one county, the city's funds will be directed based on the MDL Matter's Opioid Negotiation Class Model.

III. Special Revenue Fund

A. Creation of special revenue fund. Every Participating Local Government receiving Opioid Settlement Funds through direct distribution shall create a separate special revenue fund, as described below, that is designated for the receipt and expenditure of Opioid Settlement Funds.

B. Procedures for special revenue fund. Funds in this special revenue fund shall not be commingled with any other money or funds of the Participating Local Government. The funds in the special revenue fund shall not be used for any loans or pledge of assets, unless the loan or pledge is for an Approved Use. Participating Local Governments may not assign to another entity their rights to receive payments of Opioid Settlement Funds or their responsibilities for funding decisions, except as provided in Section II.L.

C. Process for drawing from special revenue funds.

1. Opioid Settlement Funds can be used for a purpose when the Governing Body includes in its budget or passes a separate resolution authorizing the expenditure of a stated amount of Opioid Settlement Funds for that purpose or those purposes during a specified period of time.

2. The budget or resolution must (i) indicate that it is an authorization for expenditures of opioid settlement funds; (ii) state the specific strategy or strategies the county or city intends to fund, using the item letter and/or number in **Exhibit A** to identify each funded strategy, if applicable; and (iii) state the amount dedicated to each strategy for a stated period of time.

D. Local government grantmaking. Participating Local Governments may make contracts with or grants to a nonprofit, charity, or other entity with Opioid Settlement Funds.

E. Interest earned on special revenue fund. The funds in the special revenue fund may be invested, consistent with the investment limitations for local governments, and may be placed in an interest-bearing bank account. Any interest earned on the special revenue funds must be used in a way that is consistent with this MOA.

IV. Opioid Remediation Activities

A. Limitation on use of funds. This MOA requires that Opioid Settlement Funds be utilized only for future opioid remediation activities, and Parties shall expend Opioid Settlement Funds only for Approved Uses and for expenditures incurred after the effective date of this MOA, unless execution of the National Settlement Agreements requires a later date. Opioid Settlement Funds cannot be used to pay litigation costs, expenses, or attorney fees arising from the enforcement of legal claims related to the opioid epidemic, except for the portion of Opioid Settlement Funds that comprise the Backstop Fund described in Section VI. For the avoidance of doubt, counsel for Litigating Local Governments may recover litigation costs, expenses, or attorney fees from the common benefit, contingency fee, and cost funds established in the National Settlement Agreements, as well as the Backstop Fund described in Section VI.

B. Public health departments as Chief Strategists. For Participating Local Governments that have public health departments, the public health departments shall serve as the lead agency and Chief Strategist to identify, collaborate, and respond to local issues as Local Governments decide how to leverage and disburse Opioid Settlement Funds. In their role as Chief Strategist, public health departments will convene multi-sector meetings and lead efforts that build upon local efforts like Community Health Assessments and Community Health Improvement Plans, while fostering community focused and collaborative evidence-informed approaches that prevent and address addiction across the areas of public health, human services, and public safety. Chief Strategists should consult with municipalities located within their county in the development of any Community Health Assessment, and are encouraged to collaborate with law enforcement agencies in the county where appropriate.

C. Administrative expenses. Reasonable administrative costs for the State or Local Government to administer its allocation of the Opioid Settlement Funds shall not exceed actual costs, 10% of the relevant allocation of the Opioid Settlement Funds, or any administrative expense limitation imposed by the National Settlement Agreements or Bankruptcy Resolution, whichever is less.

D. Regions. Two or more Participating Local Governments may at their discretion form a new group or utilize an existing group ("Region") to pool their respective shares of settlement funds and make joint spending decisions. Participating Local Governments may

choose to create a Region or utilize an existing Region under a joint exercise of powers under Minn. Stat. § 471.59.

E. Consultation and partnerships.

1. Each county receiving Opioid Settlement Funds must consult annually with the municipalities in the county regarding future use of the settlement funds in the county, including by holding an annual meeting with all municipalities in the county in order to receive input as to proposed uses of the Opioid Settlement Funds and to encourage collaboration between Local Governments both within and beyond the county. These meetings shall be open to the public.

2. Participating Local Governments within the same County Area have a duty to regularly consult with each other to coordinate spending priorities.

3. Participating Local Governments can form partnerships at the local level whereby Participating Local Governments dedicate a portion of their Opioid Settlement Funds to support city- or community-based work with local stakeholders and partners within the Approved Uses.

F. Collaboration. The State and Participating Local Governments must collaborate to promote effective use of Opioid Settlement Funds, including through the sharing of expertise, training, and technical assistance. They will also coordinate with trusted partners, including community stakeholders, to collect and share information about successful regional and other high-impact strategies and opioid treatment programs.

V. Reporting and Compliance

A. Construction of reporting and compliance provisions. Reporting and compliance requirements will be developed and mutually agreed upon by the Parties, utilizing the recommendations provided by the Advisory Panel to the Attorney General on Distribution and Allocation of Opioid Settlement Funds.

B. Reporting Workgroup. The Parties will work together to establish a Reporting Workgroup that includes representatives of the Attorney General's Office, state stakeholders, and city and county representatives, who will meet on a regular basis to develop reporting and compliance recommendations. The Reporting Workgroup must produce a set of reporting and compliance measures by June 1, 2022. Such reporting and compliance measures will be effective once approved by representatives of the Attorney General's Office, the Governor's Office, the Association of Minnesota Counties, and the League of Minnesota Cities that are on the Workgroup.

C. Application of Reporting Addendum and State Law. The requirements of the Reporting and Compliance Addendum agreed to by the Minnesota Governor's Office, the Minnesota Attorney General's Office, the Association of Minnesota Counties, the League of Minnesota Cities, and members of the Minnesota Opioid Epidemic Response Advisory

Council, as well as the requirements of Minnesota Statutes section 256.042, subdivision 5(d), apply to Local Governments receiving Opioid Settlement Funds under National Settlement Agreements and Bankruptcy Resolutions within the scope of this MOA.

VI. Backstop Fund

A. National Attorney Fee Fund. When the National Settlement Agreements provide for the payment of all or a portion of the attorney fees and costs owed by Litigating Local Governments to private attorneys specifically retained to file suit in the opioid litigation ("National Attorney Fee Fund"), the Parties acknowledge that the National Settlement Agreements may provide for a portion of the attorney fees of Litigating Local Governments.

B. Backstop Fund and Waiver of Contingency Fee. The Parties agree that the Participating Local Governments will create a supplemental attorney fees fund (the "Backstop Fund") to be used to compensate private attorneys ("Counsel") for Local Governments that filed opioid lawsuits on or before December 3, 2021 ("Litigating Local Governments"). By order[3] dated August 6, 2021, Judge Polster capped all applicable contingent fee agreements at 15%. Judge Polster's 15% cap does not limit fees from the National Attorney Fee Fund or from any state backstop fund for attorney fees, but private attorneys for local governments must waive their contingent fee agreements to receive payment from the National Attorney Fee Fund. Judge Polster recognized that a state backstop fund can be designed to incentivize private attorneys to waive their right to enforce contingent fee agreements and instead apply to the National Attorney Fee Fund, with the goals of achieving greater subdivision participation and higher ultimate payouts to both states and local governments. Accordingly, in order to seek payment from the Backstop Fund, Counsel must agree to waive their contingency fee agreements relating to these National Settlement Agreements and first apply to the National Attorney Fee Fund.

C. Backstop Fund Source. The Backstop Fund will be funded by seven percent (7%) of the share of each payment made to the Local Abatement Funds from the National Settlement Agreements (annual or otherwise), based upon the initial allocation of 25% directly to the State Abatement Fund and 75% directly to Local Abatement Funds, and will not include payments resulting from the Purdue, Mallinckrodt, or Endo Bankruptcies. In the event that the initial allocation is modified pursuant to Section II.F. above, then the Backstop Fund will be funded by 8.75% of the share of each payment made to the Local Abatement Funds from the National Settlement Agreements (annual or otherwise), based upon the modified allocation of 40% directly to the State Abatement Fund and 60% directly to the Local Abatement Funds, and will not include payments resulting from the Purdue, Mallinckrodt, or Endo Bankruptcies. In the event that the allocation is modified pursuant to Section II.G. or Section II.H. above, back to an allocation of 25% directly to the State Abatement Fund and 75% directly to Local Abatement Funds, then the Backstop Fund will be funded by 7% of the share of each payment made to the Local Abatement

[3] Order, In re: Nat'l Prescription Opiate Litig., Case No. 17-MD-02804, Doc. No. 3814 (N.D. Ohio August 6, 2021).

Funds from the National Settlement Agreements (annual or otherwise), and will not include payments resulting from the Purdue, Mallinckrodt, or Endo Bankruptcies.

D. Backstop Fund Payment Cap. Any attorney fees paid from the Backstop Fund, together with any compensation received from the National Settlement Agreements' Contingency Fee Fund, shall not exceed 15% of the total gross recovery of the Litigating Local Governments' share of funds from the National Settlement Agreements. To avoid doubt, in no instance will Counsel receive more than 15% of the amount paid to their respective Litigating Local Government client(s) when taking into account what private attorneys receive from both the Backstop Fund and any fees received from the National Settlement Agreements' Contingency Fee Fund.

E. Requirements to Seek Payment from Backstop Fund. A private attorney may seek payment from the Backstop Fund in the event that funds received by Counsel from the National Settlement Agreements' Contingency Fee Fund are insufficient to cover the amount that would be due to Counsel under any contingency fee agreement with a Litigating Local Government based on any recovery Litigating Local Governments receive from the National Settlement Agreements. Before seeking any payment from the Backstop Fund, private attorneys must certify that they first sought fees from the National Settlement Agreements' Contingency Fee Fund, and must certify that they agreed to accept the maximum fees payments awarded to them. Nothing in this Section, or in the terms of this Agreement, shall be construed as a waiver of fees, contractual or otherwise, with respect to fees that may be recovered under a contingency fee agreement or otherwise from other past or future settlements, verdicts, or recoveries related to the opioid litigation.

F. Special Master. A special master will administer the Backstop Fund, including overseeing any distribution, evaluating the requests of Counsel for payment, and determining the appropriate amount of any payment from the Backstop Fund. The special master will be selected jointly by the Minnesota Attorney General and the Hennepin County Attorney, and will be one of the following individuals: Hon. Jeffrey Keyes, Hon. David Lillehaug; or Hon. Jack Van de North. The special master will be compensated from the Backstop Fund. In the event that a successor special master is needed, the Minnesota Attorney General and the Hennepin County Attorney will jointly select the successor special master from the above-listed individuals. If none of the above-listed individuals is available to serve as the successor special master, then the Minnesota Attorney General and the Hennepin County Attorney will jointly select a successor special master from a list of individuals that is agreed upon between the Minnesota Attorney General, the Hennepin County Attorney, and Counsel.

G. Special Master Determinations. The special master will determine the amount and timing of any payment to Counsel from the Backstop Fund. The special master shall make one determination regarding payment of attorney fees to Counsel, which will apply through the term of the recovery from the National Settlement Agreements. In making such determinations, the special master shall consider the amounts that have been or will be received by the private attorney's firm from the National Settlement Agreements' Contingency Fee Fund relating to Litigating Local Governments; the contingency fee contracts; the dollar amount of recovery for Counsel's respective clients who are

Litigating Local Governments; the Backstop Fund Payment Cap above; the complexity of the legal issues involved in the opioid litigation; work done to directly benefit the Local Governments within the State of Minnesota; and the principles set forth in the Minnesota Rules of Professional Conduct, including the reasonable and contingency fee principles of Rule 1.5. In the interest of transparency, Counsel shall provide information in their initial fee application about the total amount of fees that Counsel have received or will receive from the National Attorney Fee Fund related to the Litigating Local Governments.

H. Special Master Proceedings. Counsel seeking payment from the Backstop Fund may also provide written submissions to the special master, which may include declarations from counsel, summaries relating to the factors described above, and/or attestation regarding total payments awarded or anticipated from the National Settlement Agreements' Contingency Fee Fund. Private attorneys shall not be required to disclose work product, proprietary or confidential information, including but not limited to detailed billing or lodestar records. To the extent that counsel rely upon written submissions to support their application to the special master, the special master will incorporate said submission or summary into the record. Any proceedings before the special master and documents filed with the special master shall be public, and the special master's determinations regarding any payment from the Backstop Funds shall be transparent, public, final, and not appealable.

I. Distribution of Any Excess Funds. To the extent the special master determines that the Backstop Fund exceeds the amount necessary for payment to Counsel, the special master shall distribute any excess amount to Participating Local Governments according to the percentages set forth in **Exhibit B**.

J. Term. The Backstop Fund will be administered for (a) the length of the National Litigation Settlement Agreements' payments; or (b) until all Counsel for Litigating Local Governments have either (i) received payments equal to the Backstop Fund Payment Cap above or (ii) received the full amount determined by the special master; whichever occurs first.

K. No State Funds Toward Attorney Fees. For the avoidance of doubt, no portion of the State Abatement Fund will be used to fund the Backstop Fund or in any other way to fund any Litigating Local Government's attorney fees and expenses. Any funds that the State receives from the National Settlement Agreements as attorney fees and costs or in lieu of attorney fees and costs, including the Additional Restitution Amounts, will be treated as State Abatement Funds.

VII. General Terms

A. Scope of agreement.

1. This MOA applies to the National Settlement Agreements and the Bankruptcy Resolutions.[4]

2. This MOA will also apply to future National Settlement Agreements and Bankruptcy Resolutions with Opioid Supply Chain Participants that include structural or payment provisions requiring or anticipating the participation of both the State and its political subdivisions, and allows for the allocation between the State and its political subdivisions to be set through a state-specific agreement.

3. The Parties acknowledge that this MOA does not excuse any requirements placed upon them by the terms of the National Settlement Agreements or any Bankruptcy Resolution, except to the extent those terms allow for a State-Subdivision Agreement to do so.

B. When MOA takes effect.

1. This MOA shall become effective at the time a sufficient number of Local Governments have joined the MOA to qualify this MOA as a State-Subdivision Agreement under the National Settlement Agreements or as a Statewide Abatement Agreement under any Bankruptcy Resolution. If this MOA does not thereby qualify as a State-Subdivision Agreement or Statewide Abatement Agreement, this MOA will have no effect.

2. The Parties may conditionally agree to sign on to the MOA through a letter of intent, resolution, or similar written statement, declaration, or pronouncement declaring their intent to sign on to the MOA if the threshold for Party participation in a specific Settlement is achieved.

C. Dispute resolution.

1. If any Party believes another Party has violated the terms of this MOA, the alleging Party may seek to enforce the terms of this MOA in Ramsey County District Court, provided the alleging Party first provides notice to the alleged offending Party of the alleged violation and a reasonable opportunity to cure the alleged violation.

2. If a Party believes another Party, Region, or individual involved in the receipt,

[4] For the avoidance of doubt, this includes settlements reached with AmerisourceBergen, Cardinal Health, McKesson, Janssen, Teva Pharmaceuticals, Allergan plc, CVS Health Corporation, Walgreens Boots Alliance, Inc., and Walmart Inc., and Bankruptcy Resolutions involving Purdue Pharma L.P., Mallinckrodt plc, and Endo International plc.

distribution, or administration of Opioid Settlement Funds has violated any applicable ethics codes or rules, a complaint shall be lodged with the appropriate forum for handling such matters.

3. If a Party believes another Party, Region, or individual involved in the receipt, distribution, or administration of Opioid Settlement Funds violated any Minnesota criminal law, such conduct shall be reported to the appropriate criminal authorities.

D. Amendments. The Parties agree to make such amendments as necessary to implement the intent of this MOA.

E. Applicable law and venue. Unless otherwise required by the National Settlement Agreements or a Bankruptcy Resolution, this MOA, including any issues related to interpretation or enforcement, is governed by the laws of the State of Minnesota. Any action related to the provisions of this MOA must be adjudicated by the Ramsey County District Court. If any provision of this MOA is held invalid by any court of competent jurisdiction, this invalidity does not affect any other provision which can be given effect without the invalid provision.

F. Relationship of this MOA to other agreements and resolutions. All Parties acknowledge and agree that the National Settlement Agreements will require a Participating Local Government to release all its claims as provided in the National Settlement Agreements to receive direct allocation of Opioid Settlement Funds. All Parties further acknowledge and agree that based on the terms of the National Settlement Agreements, a Participating Local Government may receive funds through this MOA only after complying with all requirements set forth in the National Settlement Agreements to release its claims. This MOA is not a promise from any Party that any National Settlement Agreements or Bankruptcy Resolution will be finalized or executed.

G. When MOA is no longer in effect. This MOA is effective until one year after the last date on which any Opioid Settlement Funds are being spent by the Parties pursuant to the National Settlement Agreements and any Bankruptcy Resolution.

H. No waiver for failure to exercise. The failure of a Party to exercise any rights under this MOA will not be deemed to be a waiver of any right or any future rights.

I. No effect on authority of Parties. Nothing in this MOA should be construed to limit the power or authority of the State of Minnesota, the Attorney General, or the Local Governments, except as expressly set forth herein.

J. Signing and execution. This MOA may be executed in counterparts, each of which constitutes an original, and all of which constitute one and the same agreement. This MOA may be executed by facsimile or electronic copy in any image format. Each Party represents that all procedures necessary to authorize such Party's execution of this MOA have been performed and that the person signing for such Party has been authorized to execute the MOA in an official capacity that binds the Party.

This **Amended Minnesota Opioids State-Subdivision Memorandum of Agreement** is signed on by Scott O. Arneson:

Signature: _____

Name: _____

Title: _____

Date: _____

On behalf of: Goodhue County

EXHIBIT A

List of Opioid Remediation Uses

Settlement fund recipients shall choose from among abatement strategies, including but not limited to those listed in this Exhibit. The programs and strategies listed in this Exhibit are not exclusive, and fund recipients shall have flexibility to modify their abatement approach as needed and as new uses are discovered.

PART ONE: TREATMENT

A. TREAT OPIOID USE DISORDER (OUD)

Support treatment of Opioid Use Disorder ("*OUD*") and any co-occurring Substance Use Disorder or Mental Health ("*SUD/MH*") conditions through evidence-based or evidence- informed programs[5] or strategies that may include, but are not limited to, those that:[6]

1. Expand availability of treatment for OUD and any co-occurring SUD/MH conditions, including all forms of Medication for Opioid Use Disorder ("MOUD")[7] approved by the U.S. Food and Drug Administration, including by making capital expenditures to purchase, rehabilitate, or expand facilities that offer treatment.

2. Support and reimburse evidence-based services that adhere to the American Society of Addiction Medicine ("*ASAM*") continuum of care for OUD and any co- occurring SUD/MH conditions.

3. Expand telehealth to increase access to treatment for OUD and any co-occurring SUD/MH conditions, including MOUD, as well as counseling, psychiatric support, and other treatment and recovery support services.

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[5] Use of the terms "evidence-based," "evidence-informed," or "best practices" shall not limit the ability of recipients to fund innovative services or those built on culturally specific needs. Rather, recipients are encouraged to support culturally appropriate services and programs for persons with OUD and any co-occurring SUD/MH conditions.

[6] As used in this Exhibit, words like "expand," "fund," "provide" or the like shall not indicate a preference for new or existing programs.

[7] Historically, pharmacological treatment for opioid use disorder was referred to as "Medication-Assisted Treatment" ("MAT"). It has recently been determined that the better term is "Medication for Opioid Use Disorder" ("MOUD"). This Exhibit will use "MOUD" going forward. Use of the term MOUD is not intended to and shall in no way limit abatement programs or strategies now or into the future as new strategies and terminology evolve.

4. Improve oversight of Opioid Treatment Programs ("*OTPs*") to assure evidence-based or evidence-informed practices such as adequate methadone dosing and low threshold approaches to treatment.

5. Support mobile intervention, treatment, and recovery services, offered by qualified professionals and service providers, such as peer recovery coaches, for persons with OUD and any co-occurring SUD/MH conditions and for persons who have experienced an opioid overdose.

6. Provide treatment of trauma for individuals with OUD (*e.g.*, violence, sexual assault, human trafficking, or adverse childhood experiences) and family members (*e.g.*, surviving family members after an overdose or overdose fatality), and training of health care personnel to identify and address such trauma.

7. Support detoxification (detox) and withdrawal management services for people with OUD and any co-occurring SUD/MH conditions, including but not limited to medical detox, referral to treatment, or connections to other services or supports.

8. Provide training on MOUD for health care providers, first responders, students, or other supporting professionals, such as peer recovery coaches or recovery outreach specialists, including telementoring to assist community-based providers in rural or underserved areas.

9. Support workforce development for addiction professionals who work with persons with OUD and any co-occurring SUD/MH or mental health conditions.

10. Offer fellowships for addiction medicine specialists for direct patient care, instructors, and clinical research for treatments.

11. Offer scholarships and supports for certified addiction counselors, licensed alcohol and drug counselors, licensed clinical social workers, licensed mental health counselors, and other mental and behavioral health practitioners or workers, including peer recovery coaches, peer recovery supports, and treatment coordinators, involved in addressing OUD and any co-occurring SUD/MH or mental health conditions, including, but not limited to, training, scholarships, fellowships, loan repayment programs, continuing education, licensing fees, or other incentives for providers to work in rural or underserved areas.

12. Provide funding and training for clinicians to obtain a waiver under the federal Drug Addiction Treatment Act of 2000 ("*DATA 2000*") to prescribe MOUD for OUD, and provide technical assistance and professional support to clinicians who have obtained a DATA 2000 waiver.

13. Dissemination of web-based training curricula, such as the American Academy of Addiction Psychiatry's Provider Clinical Support Service–Opioids web-based training curriculum and motivational interviewing.

14. Develop and disseminate new curricula, such as the American Academy of Addiction Psychiatry's Provider Clinical Support Service for Medication–Assisted Treatment.

B. SUPPORT PEOPLE IN TREATMENT AND RECOVERY

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

1. Provide comprehensive wrap-around services to individuals with OUD and any co-occurring SUD/MH conditions, including housing, transportation, education, job placement, job training, or childcare.

2. Provide the full continuum of care of treatment and recovery services for OUD and any co-occurring SUD/MH conditions, including supportive housing, peer support services and counseling, community navigators, case management, and connections to community-based services.

3. Provide counseling, peer-support, recovery case management and residential treatment with access to medications for those who need it to persons with OUD and any co-occurring SUD/MH conditions.

4. Provide access to housing for people with OUD and any co-occurring SUD/MH conditions, including supportive housing, recovery housing, housing assistance programs, training for housing providers, or recovery housing programs that allow or integrate FDA-approved medication with other support services.

5. Provide community support services, including social and legal services, to assist in deinstitutionalizing persons with OUD and any co-occurring SUD/MH conditions.

6. Support or expand peer-recovery centers, which may include support groups, social events, computer access, or other services for persons with OUD and any co-occurring SUD/MH conditions.

7. Provide or support transportation to treatment or recovery programs or services for persons with OUD and any co-occurring SUD/MH conditions.

8. Provide employment training or educational services for persons in treatment for or recovery from OUD and any co-occurring SUD/MH conditions.

9. Identify successful recovery programs such as physician, pilot, and college recovery programs, and provide support and technical assistance to increase the number and capacity of high-quality programs to help those in recovery.

10. Engage non-profits, faith-based communities, and community coalitions to support people in treatment and recovery and to support family members in their efforts to support the person with OUD in the family.

11. Provide training and development of procedures for government staff to appropriately interact and provide social and other services to individuals with or in recovery from OUD, including reducing stigma.

12. Support stigma reduction efforts regarding treatment and support for persons with OUD, including reducing the stigma on effective treatment.

13. Create or support culturally appropriate services and programs for persons with OUD and any co-occurring SUD/MH conditions, including but not limited to new Americans, African Americans, and American Indians.

14. Create and/or support recovery high schools.

15. Hire or train behavioral health workers to provide or expand any of the services or supports listed above.

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

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

1. Ensure that health care providers are screening for OUD and other risk factors and know how to appropriately counsel and treat (or refer if necessary) a patient for OUD treatment.

2. Fund Screening, Brief Intervention and Referral to Treatment ("SBIRT") programs to reduce the transition from use to disorders, including SBIRT services to pregnant women who are uninsured or not eligible for Medicaid.

3. Provide training and long-term implementation of SBIRT in key systems (health, schools, colleges, criminal justice, and probation), with a focus on youth and young adults when transition from misuse to opioid disorder is common.

4. Purchase automated versions of SBIRT and support ongoing costs of the technology.

5. Expand services such as navigators and on-call teams to begin MOUD in hospital emergency departments.

6. Provide training for emergency room personnel treating opioid overdose patients on post-discharge planning, including community referrals for MOUD, recovery case management or support services.

7. Support hospital programs that transition persons with OUD and any co-occurring SUD/MH conditions, or persons who have experienced an opioid overdose, into clinically appropriate follow-up care through a bridge clinic or similar approach.

8. Support crisis stabilization centers that serve as an alternative to hospital emergency departments for persons with OUD and any co-occurring SUD/MH conditions or persons that have experienced an opioid overdose.

9. Support the work of Emergency Medical Systems, including peer support specialists, to connect individuals to treatment or other appropriate services following an opioid overdose or other opioid-related adverse event.

10. Provide funding for peer support specialists or recovery coaches in emergency departments, detox facilities, recovery centers, recovery housing, or similar settings; offer services, supports, or connections to care to persons with OUD and any co-occurring SUD/MH conditions or to persons who have experienced an opioid overdose.

11. Expand warm hand-off services to transition to recovery services.

12. Create or support school-based contacts that parents can engage with to seek immediate treatment services for their child; and support prevention, intervention, treatment, and recovery programs focused on young people.

13. Develop and support best practices on addressing OUD in the workplace.

14. Support assistance programs for health care providers with OUD.

15. Engage non-profits and the faith community as a system to support outreach for treatment.

16. Support centralized call centers that provide information and connections to appropriate services and supports for persons with OUD and any co-occurring SUD/MH conditions.

D. ADDRESS THE NEEDS OF CRIMINAL JUSTICE-INVOLVED PERSONS

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

1. Support pre-arrest or pre-arraignment diversion and deflection strategies for persons with OUD and any co-occurring SUD/MH conditions, including established strategies such as:

    1. Self-referral strategies such as the Angel Programs or the Police Assisted Addiction Recovery Initiative ("*PAARI*");

2. Active outreach strategies such as the Drug Abuse Response Team ("*DART*") model;

3. "Naloxone Plus" strategies, which work to ensure that individuals who have received naloxone to reverse the effects of an overdose are then linked to treatment programs or other appropriate services;

4. Officer prevention strategies, such as the Law Enforcement Assisted Diversion ("*LEAD*") model;

5. Officer intervention strategies such as the Leon County, Florida Adult Civil Citation Network or the Chicago Westside Narcotics Diversion to Treatment Initiative; or

6. Co-responder and/or alternative responder models to address OUD-related 911 calls with greater SUD expertise.

2. Support pre-trial services that connect individuals with OUD and any co-occurring SUD/MH conditions to evidence-informed treatment, including MOUD, and related services.

3. Support treatment and recovery courts that provide evidence-based options for persons with OUD and any co-occurring SUD/MH conditions.

4. Provide evidence-informed treatment, including MOUD, recovery support, harm reduction, or other appropriate services to individuals with OUD and any co-occurring SUD/MH conditions who are incarcerated in jail or prison.

5. Provide evidence-informed treatment, including MOUD, recovery support, harm reduction, or other appropriate services to individuals with OUD and any co-occurring SUD/MH conditions who are leaving jail or prison or have recently left jail or prison, are on probation or parole, are under community corrections supervision, or are in re-entry programs or facilities.

6. Support critical time interventions ("*CTI*"), particularly for individuals living with dual-diagnosis OUD/serious mental illness, and services for individuals who face immediate risks and service needs and risks upon release from correctional settings.

7. Provide training on best practices for addressing the needs of criminal justice-involved persons with OUD and any co-occurring SUD/MH conditions to law enforcement, correctional, or judicial personnel or to providers of treatment, recovery, harm reduction, case management, or other services offered in connection with any of the strategies described in this section.

E. ADDRESS THE NEEDS OF THE PERINATAL POPULATION, CAREGIVERS, AND FAMILIES, INCLUDING BABIES WITH NEONATAL OPIOID WITHDRAWAL SYNDROME.

Address the needs of the perinatal population and caregivers with OUD and any co-occurring SUD/MH conditions, and the needs of their families, including babies with neonatal opioid withdrawal syndrome ("*NOWS*"), through evidence-based or evidence-informed programs or strategies that may include, but are not limited to, those that:

1. Support evidence-based or evidence-informed treatment, including MOUD, recovery services and supports, and prevention services for the perinatal population—or individuals who could become pregnant—who have OUD and any co-occurring SUD/MH conditions, and other measures to educate and provide support to caregivers and families affected by Neonatal Opioid Withdrawal Syndrome.

2. Expand comprehensive evidence-based treatment and recovery services, including MOUD, for uninsured individuals with OUD and any co-occurring SUD/MH conditions for up to 12 months postpartum.

3. Provide training for obstetricians or other healthcare personnel who work with the perinatal population and their families regarding treatment of OUD and any co-occurring SUD/MH conditions.

4. Expand comprehensive evidence-based treatment and recovery support for NOWS babies; expand services for better continuum of care with infant-caregiver dyad; and expand long-term treatment and services for medical monitoring of NOWS babies and their caregivers and families.

5. Provide training to health care providers who work with the perinatal population and caregivers on best practices for compliance with federal requirements that children born with NOWS get referred to appropriate services and receive a plan of safe care.

6. Provide child and family supports for caregivers with OUD and any co-occurring SUD/MH conditions, emphasizing the desire to keep families together.

7. Provide enhanced support for children and family members suffering trauma as a result of addiction in the family; and offer trauma-informed behavioral health treatment for adverse childhood events.

8. Offer home-based wrap-around services to persons with OUD and any co-occurring SUD/MH conditions, including, but not limited to, parent skills training.

9. Provide support for Children's Services—Fund additional positions and services, including supportive housing and other residential services, relating to children

being removed from the home and/or placed in foster care due to custodial opioid use.

PART TWO: PREVENTION

F. PREVENT OVER-PRESCRIBING AND ENSURE APPROPRIATE PRESCRIBING AND DISPENSING OF OPIOIDS

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

1. Funding medical provider education and outreach regarding best prescribing practices for opioids consistent with the Guidelines for Prescribing Opioids for Chronic Pain from the U.S. Centers for Disease Control and Prevention, including providers at hospitals (academic detailing).

2. Training for health care providers regarding safe and responsible opioid prescribing, dosing, and tapering patients off opioids.

3. Continuing Medical Education (CME) on appropriate prescribing of opioids.

4. Providing Support for non-opioid pain treatment alternatives, including training providers to offer or refer to multi-modal, evidence-informed treatment of pain.

5. Supporting enhancements or improvements to Prescription Drug Monitoring Programs ("*PDMPs*"), including, but not limited to, improvements that:

    1. Increase the number of prescribers using PDMPs;

    2. Improve point-of-care decision-making by increasing the quantity, quality, or format of data available to prescribers using PDMPs, by improving the interface that prescribers use to access PDMP data, or both; or

    3. Enable states to use PDMP data in support of surveillance or intervention strategies, including MOUD referrals and follow-up for individuals identified within PDMP data as likely to experience OUD in a manner that complies with all relevant privacy and security laws and rules.

6. Ensuring PDMPs incorporate available overdose/naloxone deployment data, including the United States Department of Transportation's Emergency Medical Technician overdose database in a manner that complies with all relevant privacy and security laws and rules.

7. Increasing electronic prescribing to prevent diversion or forgery.

8. Educating dispensers on appropriate opioid dispensing.

G. PREVENT MISUSE OF OPIOIDS

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

1. Funding media campaigns to prevent opioid misuse, including but not limited to focusing on risk factors and early interventions.

2. Corrective advertising or affirmative public education campaigns based on evidence.

3. Public education relating to drug disposal.

4. Drug take-back disposal or destruction programs.

5. Funding community anti-drug coalitions that engage in drug prevention efforts.

6. Supporting community coalitions in implementing evidence-informed prevention, such as reduced social access and physical access, stigma reduction—including staffing, educational campaigns, support for people in treatment or recovery, or training of coalitions in evidence-informed implementation, including the Strategic Prevention Framework developed by the U.S. Substance Abuse and Mental Health Services Administration ("*SAMHSA*").

7. Engaging non-profits and faith-based communities as systems to support prevention.

8. Funding evidence-based prevention programs in schools or evidence-informed school and community education programs and campaigns for students, families, school employees, school athletic programs, parent-teacher and student associations, and others.

9. School-based or youth-focused programs or strategies that have demonstrated effectiveness in preventing drug misuse and seem likely to be effective in preventing the uptake and use of opioids.

10. Create or support community-based education or intervention services for families, youth, and adolescents at risk for OUD and any co-occurring SUD/MH conditions.

11. Support evidence-informed programs or curricula to address mental health needs of young people who may be at risk of misusing opioids or other drugs, including emotional modulation and resilience skills.

12. Support greater access to mental health services and supports for young people, including services and supports provided by school nurses, behavioral health

workers or other school staff, to address mental health needs in young people that (when not properly addressed) increase the risk of opioid or another drug misuse.

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

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

1. Increased availability and distribution of naloxone and other drugs that treat overdoses for first responders, overdose patients, individuals with OUD and their friends and family members, schools, community navigators and outreach workers, persons being released from jail or prison, or other members of the general public.

2. Public health entities providing free naloxone to anyone in the community.

3. Training and education regarding naloxone and other drugs that treat overdoses for first responders, overdose patients, patients taking opioids, families, schools, community support groups, and other members of the general public.

4. Enabling school nurses and other school staff to respond to opioid overdoses, and provide them with naloxone, training, and support.

5. Expanding, improving, or developing data tracking software and applications for overdoses/naloxone revivals.

6. Public education relating to emergency responses to overdoses.

7. Public education relating to immunity and Good Samaritan laws.

8. Educating first responders regarding the existence and operation of immunity and Good Samaritan laws.

9. Syringe service programs and other evidence-informed programs to reduce harms associated with intravenous drug use, including supplies, staffing, space, peer support services, referrals to treatment, fentanyl checking, connections to care, and the full range of harm reduction and treatment services provided by these programs.

10. Expanding access to testing and treatment for infectious diseases such as HIV and Hepatitis C resulting from intravenous opioid use.

11. Supporting mobile units that offer or provide referrals to harm reduction services, treatment, recovery supports, health care, or other appropriate services to persons that use opioids or persons with OUD and any co-occurring SUD/MH conditions.

12. Providing training in harm reduction strategies to health care providers, students, peer recovery coaches, recovery outreach specialists, or other professionals that provide care to persons who use opioids or persons with OUD and any co-occurring SUD/MH conditions.

13. Supporting screening for fentanyl in routine clinical toxicology testing.

PART THREE: OTHER STRATEGIES

I. FIRST RESPONDERS

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

1. Law enforcement expenditures related to the opioid epidemic.

2. Education of law enforcement or other first responders regarding appropriate practices and precautions when dealing with fentanyl or other drugs.

3. Provision of wellness and support services for first responders and others who experience secondary trauma associated with opioid-related emergency events.

J. LEADERSHIP, PLANNING AND COORDINATION

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

1. Statewide, regional, local or community regional planning to identify root causes of addiction and overdose, goals for reducing harms related to the opioid epidemic, and areas and populations with the greatest needs for treatment intervention services, and to support training and technical assistance and other strategies to abate the opioid epidemic described in this opioid abatement strategy list.

2. A dashboard to (a) share reports, recommendations, or plans to spend opioid settlement funds; (b) to show how opioid settlement funds have been spent; (c) to report program or strategy outcomes; or (d) to track, share or visualize key opioid- or health-related indicators and supports as identified through collaborative statewide, regional, local or community processes.

3. Invest in infrastructure or staffing at government or not-for-profit agencies to support collaborative, cross-system coordination with the purpose of preventing overprescribing, opioid misuse, or opioid overdoses, treating those with OUD and any co-occurring SUD/MH conditions, supporting them in treatment or recovery, connecting them to care, or implementing other strategies to abate the opioid epidemic described in this opioid abatement strategy list.

4. Provide resources to staff government oversight and management of opioid abatement programs.

5. Support multidisciplinary collaborative approaches consisting of, but not limited to, public health, public safety, behavioral health, harm reduction, and others at the state, regional, local, nonprofit, and community level to maximize collective impact.

K. TRAINING

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

1. Provide funding for staff training or networking programs and services to improve the capability of government, community, and not-for-profit entities to abate the opioid crisis.

2. Support infrastructure and staffing for collaborative cross-system coordination to prevent opioid misuse, prevent overdoses, and treat those with OUD and any co-occurring SUD/MH conditions, or implement other strategies to abate the opioid epidemic described in this opioid abatement strategy list (*e.g.*, health care, primary care, pharmacies, PDMPs, etc.).

L. RESEARCH

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

1. Monitoring, surveillance, data collection and evaluation of programs and strategies described in this opioid abatement strategy list.

2. Research non-opioid treatment of chronic pain.

3. Research on improved service delivery for modalities such as SBIRT that demonstrate promising but mixed results in populations vulnerable to opioid use disorders.

4. Research on novel harm reduction and prevention efforts such as the provision of fentanyl test strips.

5. Research on innovative supply-side enforcement efforts such as improved detection of mail-based delivery of synthetic opioids.

6. Expanded research on swift/certain/fair models to reduce and deter opioid misuse within criminal justice populations that build upon promising approaches used to address other substances (*e.g.*, Hawaii HOPE and Dakota 24/7).

7. Epidemiological surveillance of OUD-related behaviors in critical populations, including individuals entering the criminal justice system,

including, but not limited to approaches modeled on the Arrestee Drug Abuse Monitoring ("*ADAM*") system.

8. Qualitative and quantitative research regarding public health risks and harm reduction opportunities within illicit drug markets, including surveys of market participants who sell or distribute illicit opioids.

9. Geospatial analysis of access barriers to MOUD and their association with treatment engagement and treatment outcomes.

M. POST-MORTEM

1. Toxicology tests for the range of opioids, including synthetic opioids, seen in overdose deaths as well as newly evolving synthetic opioids infiltrating the drug supply.

2. Toxicology method development and method validation for the range of synthetic opioids observed now and in the future, including the cost of installation, maintenance, repairs and training of capital equipment.

3. Autopsies in cases of overdose deaths resulting from opioids and synthetic opioids.

4. Additional storage space/facilities for bodies directly related to opioid or synthetic opioid related deaths.

5. Comprehensive death investigations for individuals where a death is caused by or suspected to have been caused by an opioid or synthetic opioid overdose, whether intentional or accidental (overdose fatality reviews).

6. Indigent burial for unclaimed remains resulting from overdose deaths.

7. Navigation-to-care services for individuals with opioid use disorder who are encountered by the medical examiner's office as either family and/or social network members of decedents dying of opioid overdose.

8. Epidemiologic data management and reporting to public health and public safety stakeholders regarding opioid overdose fatalities.

EXHIBIT B

Local Abatement Funds Allocation

Subdivision	Allocation Percentage
AITKIN COUNTY	0.5760578506020%
Andover city	0.1364919450741%
ANOKA COUNTY	5.0386504680954%
Apple Valley city	0.2990817344560%
BECKER COUNTY	0.6619330684437%
BELTRAMI COUNTY	0.7640787092763%
BENTON COUNTY	0.6440948102319%
BIG STONE COUNTY	0.1194868774775%
Blaine city	0.4249516912759%
Bloomington city	0.4900195550092%
BLUE EARTH COUNTY	0.6635420704652%
Brooklyn Center city	0.1413853902225%
Brooklyn Park city	0.2804136234778%
BROWN COUNTY	0.3325325415732%
Burnsville city	0.5135361296508%
CARLTON COUNTY	0.9839591749060%
CARVER COUNTY	1.1452829659572%
CASS COUNTY	0.8895681513437%
CHIPPEWA COUNTY	0.2092611794436%
CHISAGO COUNTY	0.9950193750117%
CLAY COUNTY	0.9428475281726%
CLEARWATER COUNTY	0.1858592042741%
COOK COUNTY	0.1074594959729%
Coon Rapids city	0.5772642444915%
Cottage Grove city	0.2810994719143%
COTTONWOOD COUNTY	0.1739065270025%
CROW WING COUNTY	1.1394859174804%
DAKOTA COUNTY	4.4207140602835%
DODGE COUNTY	0.2213963257778%
DOUGLAS COUNTY	0.6021779472345%
Duluth city	1.1502115379896%
Eagan city	0.3657951576014%
Eden Prairie city	0.2552171572659%
Edina city	0.1973054822135%
FARIBAULT COUNTY	0.2169409335358%
FILLMORE COUNTY	0.2329591105316%
FREEBORN COUNTY	0.3507169823793%
GOODHUE COUNTY	0.5616542387089%

Subdivision	Allocation Percentage
GRANT COUNTY	0.0764556498477%
HENNEPIN COUNTY	19.0624622261821%
HOUSTON COUNTY	0.3099019273452%
HUBBARD COUNTY	0.4582368775192%
Inver Grove Heights city	0.2193400520297%
ISANTI COUNTY	0.7712992707537%
ITASCA COUNTY	1.1406408131328%
JACKSON COUNTY	0.1408950443531%
KANABEC COUNTY	0.3078966749987%
KANDIYOHI COUNTY	0.1581167542252%
KITTSON COUNTY	0.0812834506382%
KOOCHICHING COUNTY	0.2612581865885%
LAC QUI PARLE COUNTY	0.0985665133485%
LAKE COUNTY	0.1827750320696%
LAKE OF THE WOODS COUNTY	0.1123105027592%
Lakeville city	0.2822249627090%
LE SUEUR COUNTY	0.3225703347466%
LINCOLN COUNTY	0.1091919983965%
LYON COUNTY	0.2935118186364%
MAHNOMEN COUNTY	0.1416417687922%
Mankato city	0.3698584320930%
Maple Grove city	0.1814019046900%
Maplewood city	0.1875101678223%
MARSHALL COUNTY	0.1296352091057%
MARTIN COUNTY	0.2543064014046%
MCLEOD COUNTY	0.1247104517575%
MEEKER COUNTY	0.3744031515243%
MILLE LACS COUNTY	0.9301506695846%
Minneapolis city	4.8777618689374%
Minnetonka city	0.1967231070869%
Moorhead city	0.4337377037965%
MORRISON COUNTY	0.7178981419196%
MOWER COUNTY	0.5801769148506%
MURRAY COUNTY	0.1348775389165%
NICOLLET COUNTY	0.1572381052896%
NOBLES COUNTY	0.1562005111775%
NORMAN COUNTY	0.1087596675165%
North St. Paul city	0.0575844069340%
OLMSTED COUNTY	1.9236715094724%
OTTER TAIL COUNTY	0.8336175418789%
PENNINGTON COUNTY	0.3082576394945%
PINE COUNTY	0.5671222706703%

Subdivision	Allocation Percentage
PIPESTONE COUNTY	0.1535154503112%
Plymouth city	0.1762541472591%
POLK COUNTY	0.8654291473909%
POPE COUNTY	0.1870129873102%
Proctor city	0.0214374127881%
RAMSEY COUNTY	7.1081424150498%
RED LAKE COUNTY	0.0532649128178%
REDWOOD COUNTY	0.2809842366614%
RENVILLE COUNTY	0.2706888807449%
RICE COUNTY	0.2674764397830%
Richfield city	0.2534018444052%
Rochester city	0.7363082848763%
ROCK COUNTY	0.2043437335735%
ROSEAU COUNTY	0.2517872793025%
Roseville city	0.1721905548771%
Savage city	0.1883576635033%
SCOTT COUNTY	1.3274301645797%
Shakopee city	0.2879873611373%
SHERBURNE COUNTY	1.2543449471994%
SIBLEY COUNTY	0.2393480708456%
ST LOUIS COUNTY	4.7407767169807%
St. Cloud city	0.7330089009029%
St. Louis Park city	0.1476314588229%
St. Paul city	3.7475206797569%
STEARNS COUNTY	2.4158085321227%
STEELE COUNTY	0.3969975262520%
STEVENS COUNTY	0.1439474275223%
SWIFT COUNTY	0.1344167568499%
TODD COUNTY	0.4180909816781%
TRAVERSE COUNTY	0.0903964133868%
WABASHA COUNTY	0.3103038996965%
WADENA COUNTY	0.2644094336575%
WASECA COUNTY	0.2857912156338%
WASHINGTON COUNTY	3.0852862512586%
WATONWAN COUNTY	0.1475626355615%
WILKIN COUNTY	0.0937962507119%
WINONA COUNTY	0.7755267356126%
Woodbury city	0.4677270171716%
WRIGHT COUNTY	1.6985269385427%
YELLOW MEDICINE COUNTY	0.1742264836427%

AMENDED MINNESOTA OPIOIDS STATE-SUBDIVISION MEMORANDUM OF AGREEMENT

WHEREAS, the State of Minnesota, Minnesota counties and cities, and their people have been harmed by misconduct committed by certain entities that engage in or have engaged in the manufacture, marketing, promotion, distribution, or dispensing of an opioid analgesic;

WHEREAS, certain Minnesota counties and cities, through their counsel, and the State, through its Attorney General, are separately engaged in ongoing investigations, litigation, and settlement discussions seeking to hold opioid manufacturers and distributors accountable for the damage caused by their misconduct;

WHEREAS, the State and Local Governments share a common desire to abate and alleviate the impacts of the misconduct described above throughout Minnesota;

WHEREAS, while the State and Local Governments recognize the sums which may be available from the aforementioned litigation will likely be insufficient to fully abate the public health crisis caused by the opioid epidemic, they share a common interest in dedicating the most resources possible to the abatement effort;

WHEREAS, the investigations and litigation with ~~Johnson & Johnson, AmerisourceBergen, Cardinal Health, and McKesson~~several companies have resulted in National Settlement Agreements with those companies, which the State has already committed to join;

WHEREAS, Minnesota's share of settlement funds from the National Settlement Agreements will be maximized only if all Minnesota counties, and cities of a certain size, participate in the settlements;

WHEREAS, the National Settlement Agreements will set a default allocation between each state and its political subdivisions unless they enter into a state-specific agreement regarding the distribution and use of settlement amounts;

WHEREAS, this Amended Memorandum of Agreement is intended to facilitate compliance by the State and by the Local Governments with the terms of the National Settlement Agreements and is intended to serve as a State-Subdivision Agreement under the National Settlement Agreements;

WHEREAS, this Amended Memorandum of Agreement is also intended to serve as a State-Subdivision Agreement under resolutions of claims concerning alleged misconduct in the manufacture, marketing, promotion, distribution, or dispensing of an opioid analgesic entered in bankruptcy court that provide for payments (including payments through a trust) to both the State and Minnesota counties and cities and allow for the allocation between a state and its political subdivisions to be set through a state-specific agreement; and

WHEREAS, specifically, this Amended Memorandum of Agreement is intended to serve under the Bankruptcy Resolutions concerning Purdue Pharma ~~and~~, Mallinckrodt, and Endo as a qualifying Statewide Abatement Agreement.

I. Definitions

As used in this MOA (including the preamble above):

"Approved Uses" shall mean forward-looking strategies, programming, and services to abate the opioid epidemic that fall within the list of uses on **Exhibit A.** Consistent with the terms of the National Settlement Agreements and Bankruptcy Resolutions, "Approved Uses" shall include the reasonable administrative expenses associated with overseeing and administering Opioid Settlement Funds. Reimbursement by the State or Local Governments for past expenses are not Approved Uses.

"Backstop Fund" is defined in Section VI.B below.

"Bankruptcy Defendants" mean any Opioid Supply Chain Participants that have filed for federal bankruptcy protection, including, but not limited to, Purdue Pharma L.P. ~~and~~, Mallinckrodt plc, and Endo International plc.

"Bankruptcy Resolution(s)" means resolutions of claims concerning alleged misconduct in manufacture, marketing, promotion, distribution, or dispensing of an opioid analgesic by the Bankruptcy Defendants entered in bankruptcy court that provide for payments (including payments through a trust) to both the State and Minnesota counties and municipalities and allow for the allocation between the state and its political subdivisions to be set through a state-specific agreement.

"Counsel" is defined in Section VI.B below.

"County Area" shall mean a county in the State of Minnesota plus the Local Governments, or portion of any Local Government, within that county.

"Governing Body" means (1) for a county, the county commissioners of the county, and (2) for a municipality, the elected city council or the equivalent legislative body for the municipality.

"Legislative Modification" is defined in Section II.C below.

"Litigating Local Governments" mean a Local Government that filed an opioid lawsuit(s) on or before December 3, 2021, as defined in Section VI.B below.

"Local Abatement Funds" are defined in Section II.B below.

"Local Government" means all ~~counties and cities~~Minnesota political subdivisions within the geographic boundaries of the state of Minnesota.

"MDL Matter" means the matter captioned *In re National Prescription Opiate Litigation*, MDL 2804, pending in the United States District Court for the Northern District of Ohio.

"Memorandum of Agreement" or "MOA" means this agreement, the Amended Minnesota Opioids State-Subdivision Memorandum of Agreement.

"National Settlement Agreements" means ~~the~~ a national opioid settlement agreement~~s~~ with the Parties and one or ~~all of the Settling Defendants~~ more Opioid Supply Chain Participants concerning alleged misconduct in manufacture, marketing, promotion, distribution, or dispensing of an opioid analgesic, which includes structural or payment provisions requiring or anticipating the participation of both the State and its political subdivisions in the national opioid settlement agreement and allows for the allocation of Opioid Settlement Funds between the State and its political subdivisions to be set through a state-specific agreement.

"Opioid Settlement Funds" shall mean all funds allocated by the National Settlement Agreements and any Bankruptcy Resolutions to the State and Local Governments for purposes of opioid remediation activities or restitution, as well as any repayment of those funds and any interest or investment earnings that may accrue as those funds are temporarily held before being expended on opioid remediation strategies.

"Opioid Supply Chain Participants" means entities that engage in, ~~or~~ have engaged in, or have provided consultation services regarding the manufacture, marketing, promotion, distribution, or dispensing of an opioid analgesic, including, but not limited to, Janssen, AmerisourceBergen, Cardinal Health, McKesson, Teva Pharmaceuticals, Allergan plc, CVS Health Corporation, Walgreens Boots Alliance, Inc., and Walmart Inc. "Opioid Supply Chain Participants" also means all ~~including their~~ subsidiaries, affiliates, officers, directors, employees, or agents of such entities.~~, acting in their capacity as such.~~

"Parties" means the State and the Participating Local Governments.

"Participating Local Government" means a ~~county or city~~political subdivision within the geographic boundaries of the State of Minnesota that has signed this Memorandum of Agreement and has executed a release of claims ~~with the Settling Defendants~~ by signing on to the National Settlement Agreements. For the avoidance of doubt, a Local Government must sign this MOA to become a "Participating Local Government."

"Region" is defined in Section II.H below.

~~"Settling Defendants" means Johnson & Johnson, AmerisourceBergen, Cardinal Health, and McKesson, as well as their subsidiaries, affiliates, officers, and directors named in a National Settlement Agreement.~~

"State" means the State of Minnesota by and through its Attorney General, Keith Ellison.

"State Abatement Fund" is defined in Section II.B below.

II. Allocation of Settlement Proceeds

A. Method of distribution. Pursuant to the National Settlement Agreements and any Bankruptcy Resolutions, Opioid Settlement Funds shall be distributed directly to the State and directly to Participating Local Governments in such proportions and for such uses as set forth in this MOA, provided Opioid Settlement Funds shall not be considered funds of the State or any Participating Local Government unless and until such time as each ~~annual~~ distribution is made.

B. Overall allocation of funds. Opioid Settlement Funds will be initially allocated as follows: (i) 25% directly to the State ("State Abatement Fund"), and (ii) 75% directly to abatement funds established by Participating Local Governments ("Local Abatement Funds"). This initial allocation is subject to modification by Sections II.F, II.G, and II.H, below.

C. Statutory change.

1. The Parties agree to work together in good faith to propose and lobby for legislation in the 2022 Minnesota legislative session to modify the distribution of the State's Opiate Epidemic Response Fund under Minnesota Statutes section 256.043, subd. 3(d), so that "50 percent of the remaining amount" is no longer appropriated to county social services, as related to Opioid Settlement Funds that are ultimately placed into the Minnesota Opiate Epidemic Response Fund ("Legislative Modification").[1] Such efforts include, but are not limited to, providing testimony and letters in support of the Legislative Modification.

2. It is the intent of the Parties that the Legislative Modification would affect only the county share under section 256.043, subd. 3(d), and would not impact the provision of funds to tribal social service agencies. Further, it is the intent of the Parties that the Legislative Modification would relate only to disposition of Opioid Settlement Funds and is not predicated on a change to the distribution of the Board of Pharmacy fee revenue that is deposited into the Opiate Epidemic Response Fund.

D. Bill Drafting Workgroup. The Parties will work together to convene a Bill Drafting Workgroup to recommend draft legislation to achieve this Legislative Modification. The Workgroup will meet as often as practicable in December 2021 and January 2022 until recommended language is completed. Invitations to participate in the group shall be extended to the League of Minnesota Cities, the Association of Minnesota Counties, the Coalition of Greater Minnesota Cities, state agencies, the Governor's Office, the Attorney General's Office, the Opioid Epidemic Response Advisory Council, the Revisor's Office, and Minnesota tribal representatives. The Workgroup will host meetings with Members of

[1] It is the intent of the Parties that counties will continue to fund child protection services for children and families who are affected by addiction, in compliance with the Approved Uses in **Exhibit A**.

the Minnesota House of Representatives and Minnesota Senate who have been involved in this matter to assist in crafting a bill draft.

E. No payments until August 1, 2022. The Parties agree to take all steps necessary to ensure that any Opioid Settlement Funds ready for distribution directly to the State and Participating Local Governments under the National Settlement Agreements or Bankruptcy Resolutions are not actually distributed to the Parties until on or after August 1, 2022, in order to allow the Parties to pursue legislative change that would take effect before the Opioid Settlement Funds are received by the Parties. Such steps may include, but are not limited to, the Attorney General's Office delaying its filing of Consent Judgments in Minnesota state court memorializing the National Settlement Agreements. This provision will cease to apply upon the effective date of the Legislative Modification described above, if that date is prior to August 1, 2022.

F. Effect of no statutory change by August 1, 2022. If the Legislative Modification described above does not take effect by August 1, 2022, the allocation between the Parties set forth in Section II.B shall be modified as follows: (i) 40% directly to the State Abatement Fund, and (ii) 60% to Local Abatement Funds. The Parties further agree to discuss potential amendment of this MOA if such legislation does not timely go into effect in accordance with this paragraph.

G. Effect of later statutory change. If the Legislative Modification described above takes effect after August 1, 2022, the allocation between the Parties will be modified as follows: (i) 25% directly to the State Abatement Fund, and (ii) 75% to Local Abatement Funds.

H. Effect of partial statutory change. If any legislative action otherwise modifies or diminishes the direct allocation of Opioid Settlement Funds to Participating Local Governments so that as a result the Participating Local Governments would receive less than 75 percent of the Opioid Settlement Funds (inclusive of amounts received by counties per statutory appropriation through the Minnesota Opiate Epidemic Response Fund), then the allocation set forth in Section II.B will be modified to ensure Participating Local Governments receive 75% of the Opioid Settlement Funds.

I. Participating Local Governments receiving payments. The proportions set forth in **Exhibit B** provide for payments directly to: (i) all Minnesota counties; and (ii) all Minnesota cities that (a) have a population of more than 30,000, based on the United States Census Bureau's Vintage 2019 population totals, (b) have funded or otherwise managed an established health care or treatment infrastructure (e.g., health department or similar agency), or (c) have initiated litigation against ~~the Settling Defendants~~AmerisourceBergen, Cardinal Health, McKesson, or Janssen as of December 3, 2021.

J. Allocation of funds between Participating Local Governments. The Local Abatement Funds shall be allocated to Participating Local Governments in such proportions as set forth in **Exhibit B**, attached hereto and incorporated herein by reference, which is based

upon the MDL Matter's Opioid Negotiation Class Model.[2] The proportions shall not change based on population changes during the term of the MOA. However, to the extent required by the terms of the National Settlement Agreements, the proportions set forth in **Exhibit B** must be adjusted: (i) to provide no payment from the National Settlement Agreements to any listed county or municipality that does not participate in the National Settlement Agreements; and (ii) to provide a reduced payment from the National Settlement Agreements to any listed county or city that signs on to the National Settlement Agreements after the Initial Participation Date.

K. Redistribution in certain situations. In the event a Participating Local Government merges, dissolves, or ceases to exist, the allocation percentage for that Participating Local Government shall be redistributed equitably based on the composition of the successor Local Government. In the event an allocation to a Local Government cannot be paid to the Local Government, such unpaid allocations will be allocated to Local Abatement Funds and be distributed in such proportions as set forth in Exhibit B.

L. City may direct payments to county. Any city allocated a share may elect to have its full share or a portion of its full share of current or future annual distributions of settlement funds instead directed to the county or counties in which it is located, so long as that county or counties are Participating Local Governments[s]. ~~Such an election must be made by January 1 each year to apply to the following fiscal year.~~ If a city is located in more than one county, the city's funds will be directed based on the MDL Matter's Opioid Negotiation Class Model.

III. Special Revenue Fund

A. Creation of special revenue fund. Every Participating Local Government receiving Opioid Settlement Funds through direct distribution shall create a separate special revenue fund, as described below, that is designated for the receipt and expenditure of Opioid Settlement Funds.

B. Procedures for special revenue fund. Funds in this special revenue fund shall not be commingled with any other money or funds of the Participating Local Government. The funds in the special revenue fund shall not be used for any loans or pledge of assets, unless the loan or pledge is for an Approved Use. Participating Local Governments may not assign to another entity their rights to receive payments of Opioid Settlement Funds or their responsibilities for funding decisions, except as provided in Section II.L.

[2] More specifically, the proportions in Exhibit B were created based on Exhibit G to the National Settlement Agreements, which in turn was based on the MDL Matter's allocation criteria. Cities under 30,000 in population that had shares under the Exhibit G default allocation were removed and their shares were proportionally reallocated amongst the remaining subdivisions.

C. Process for drawing from special revenue funds.

1. Opioid Settlement Funds can be used for a purpose when the Governing Body includes in its budget or passes a separate resolution authorizing the expenditure of a stated amount of Opioid Settlement Funds for that purpose or those purposes during a specified period of time.

2. The budget or resolution must (i) indicate that it is an authorization for expenditures of opioid settlement funds; (ii) state the specific strategy or strategies the county or city intends to fund, using the item letter and/or number in **Exhibit A** to identify each funded strategy, if applicable; and (iii) state the amount dedicated to each strategy for a stated period of time.

D. Local government grantmaking. Participating Local Governments may make contracts with or grants to a nonprofit, charity, or other entity with Opioid Settlement Funds.

E. Interest earned on special revenue fund. The funds in the special revenue fund may be invested, consistent with the investment limitations for local governments, and may be placed in an interest-bearing bank account. Any interest earned on the special revenue funds must be used in a way that is consistent with this MOA.

IV. Opioid Remediation Activities

A. Limitation on use of funds. This MOA requires that Opioid Settlement Funds be utilized only for future opioid remediation activities, and Parties shall expend Opioid Settlement Funds only for Approved Uses and for expenditures incurred after the effective date of this MOA, unless execution of the National Settlement Agreements requires a later date. Opioid Settlement Funds cannot be used to pay litigation costs, expenses, or attorney fees arising from the enforcement of legal claims related to the opioid epidemic, except for the portion of Opioid Settlement Funds that comprise the Backstop Fund described in Section VI. For the avoidance of doubt, counsel for Litigating Local Governments may recover litigation costs, expenses, or attorney fees from the common benefit, contingency fee, and cost funds established in the National Settlement Agreements, as well as the Backstop Fund described in Section VI.

B. Public health departments as Chief Strategists. For Participating Local Governments that have public health departments, the public health departments shall serve as the lead agency and Chief Strategist to identify, collaborate, and respond to local issues as Local Governments decide how to leverage and disburse Opioid Settlement Funds. In their role as Chief Strategist, public health departments will convene multi-sector meetings and lead efforts that build upon local efforts like Community Health Assessments and Community Health Improvement Plans, while fostering community focused and collaborative evidence-informed approaches that prevent and address addiction across the areas of public health, human services, and public safety. Chief Strategists should consult with municipalities located within their county in the development of any Community Health

Assessment, and are encouraged to collaborate with law enforcement agencies in the county where appropriate.

C. Administrative expenses. Reasonable administrative costs for the State or Local Government to administer its allocation of the Opioid Settlement Funds shall not exceed actual costs, 10% of the relevant allocation of the Opioid Settlement Funds, or any administrative expense limitation imposed by the National Settlement Agreements or Bankruptcy Resolution, whichever is less.

D. Regions. Two or more Participating Local Governments may at their discretion form a new group or utilize an existing group ("Region") to pool their respective shares of settlement funds and make joint spending decisions. Participating Local Governments may choose to create a Region or utilize an existing Region under a joint exercise of powers under Minn. Stat. § 471.59.

E. Consultation and partnerships.

1. Each county receiving Opioid Settlement Funds must consult annually with the municipalities in the county regarding future use of the settlement funds in the county, including by holding an annual meeting with all municipalities in the county in order to receive input as to proposed uses of the Opioid Settlement Funds and to encourage collaboration between Local Governments both within and beyond the county. These meetings shall be open to the public.

2. Participating Local Governments within the same County Area have a duty to regularly consult with each other to coordinate spending priorities.

3. Participating Local Governments can form partnerships at the local level whereby Participating Local Governments dedicate a portion of their Opioid Settlement Funds to support city- or community-based work with local stakeholders and partners within the Approved Uses.

F. Collaboration. The State and Participating Local Governments must collaborate to promote effective use of Opioid Settlement Funds, including through the sharing of expertise, training, and technical assistance. They will also coordinate with trusted partners, including community stakeholders, to collect and share information about successful regional and other high-impact strategies and opioid treatment programs.

V. Reporting and Compliance

A. Construction of reporting and compliance provisions. Reporting and compliance requirements will be developed and mutually agreed upon by the Parties, utilizing the recommendations provided by the Advisory Panel to the Attorney General on Distribution and Allocation of Opioid Settlement Funds.

B. Reporting Workgroup. The Parties will work together to establish a Reporting Workgroup that includes representatives of the Attorney General's Office, state stakeholders, and city and county representatives, who will meet on a regular basis to develop reporting and compliance recommendations. The Reporting Workgroup must produce a set of reporting and compliance measures by June 1, 2022. Such reporting and compliance measures will be effective once approved by representatives of the Attorney General's Office, the Governor's Office, the Association of Minnesota Counties, and the League of Minnesota Cities that are on the Workgroup.

C. Application of Reporting Addendum and State Law. The requirements of the Reporting and Compliance Addendum agreed to by the Minnesota Governor's Office, the Minnesota Attorney General's Office, the Association of Minnesota Counties, the League of Minnesota Cities, and members of the Minnesota Opioid Epidemic Response Advisory Council, as well as the requirements of Minnesota Statutes section 256.042, subdivision 5(d), apply to Local Governments receiving Opioid Settlement Funds under National Settlement Agreements and Bankruptcy Resolutions within the scope of this MOA.

VI. Backstop Fund

A. National Attorney Fee Fund. When ~~T~~the National Settlement Agreements provide for the payment of all or a portion of the attorney fees and costs owed by Litigating Local Governments to private attorneys specifically retained to file suit in the opioid litigation ("National Attorney Fee Fund"), t~~. T~~he Parties acknowledge that the National Settlement Agreements may provide for a portion of the attorney fees of Litigating Local Governments.

B. Backstop Fund and Waiver of Contingency Fee. The Parties agree that the Participating Local Governments will create a supplemental attorney fees fund (the "Backstop Fund") to be used to compensate private attorneys ("Counsel") for Local Governments that filed opioid lawsuits on or before December 3, 2021 ("Litigating Local Governments"). By order[3] dated August 6, 2021, Judge Polster capped all applicable contingent fee agreements at 15%. Judge Polster's 15% cap does not limit fees from the National Attorney Fee Fund or from any state backstop fund for attorney fees, but private attorneys for local governments must waive their contingent fee agreements to receive payment from the National Attorney Fee Fund. Judge Polster recognized that a state backstop fund can be designed to incentivize private attorneys to waive their right to enforce contingent fee agreements and instead apply to the National Attorney Fee Fund, with the goals of achieving greater subdivision participation and higher ultimate payouts to both states and local governments. Accordingly, in order to seek payment from the Backstop Fund, Counsel must agree to waive their contingency fee agreements relating to these National Settlement Agreements and first apply to the National Attorney Fee Fund.

[3] Order, In re: Nat'l Prescription Opiate Litig., Case No. 17-MD-02804, Doc. No. 3814 (N.D. Ohio August 6, 2021).

C. Backstop Fund Source. The Backstop Fund will be funded by seven percent (7%) of the share of each payment made to the Local Abatement Funds from the National Settlement Agreements (annual or otherwise), based upon the initial allocation of 25% directly to the State Abatement Fund and 75% directly to Local Abatement Funds, and will not include payments resulting from the Purdue, ~~or~~ Mallinckrodt, or Endo Bankruptcies. In the event that the initial allocation is modified pursuant to Section II.F. above, then the Backstop Fund will be funded by 8.75% of the share of each payment made to the Local Abatement Funds from the National Settlement Agreements (annual or otherwise), based upon the modified allocation of 40% directly to the State Abatement Fund and 60% directly to the Local Abatement Funds, and will not include payments resulting from the Purdue, ~~or~~ Mallinckrodt, or Endo Bankruptcies. In the event that the allocation is modified pursuant to Section II.G. or Section II.H. above, back to an allocation of 25% directly to the State Abatement Fund and 75% directly to Local Abatement Funds, then the Backstop Fund will be funded by 7% of the share of each payment made to the Local Abatement Funds from the National Settlement Agreements (annual or otherwise), and will not include payments resulting from the Purdue, ~~or~~ Mallinckrodt, or Endo Bankruptcies.

D. Backstop Fund Payment Cap. Any attorney fees paid from the Backstop Fund, together with any compensation received from the National Settlement Agreements' Contingency Fee Fund, shall not exceed 15% of the total gross recovery of the Litigating Local Governments' share of funds from the National Settlement Agreements. To avoid doubt, in no instance will Counsel receive more than 15% of the amount paid to their respective Litigating Local Government client(s) when taking into account what private attorneys receive from both the Backstop Fund and any fees received from the National Settlement Agreements' Contingency Fee Fund.

E. Requirements to Seek Payment from Backstop Fund. A private attorney may seek payment from the Backstop Fund in the event that funds received by Counsel from the National Settlement Agreements' Contingency Fee Fund are insufficient to cover the amount that would be due to Counsel under any contingency fee agreement with a Litigating Local Government based on any recovery Litigating Local Governments receive from the National Settlement Agreements. Before seeking any payment from the Backstop Fund, private attorneys must certify that they first sought fees from the National Settlement Agreements' Contingency Fee Fund, and must certify that they agreed to accept the maximum fees payments awarded to them. Nothing in this Section, or in the terms of this Agreement, shall be construed as a waiver of fees, contractual or otherwise, with respect to fees that may be recovered under a contingency fee agreement or otherwise from other past or future settlements, verdicts, or recoveries related to the opioid litigation.

F. Special Master. A special master will administer the Backstop Fund, including overseeing any distribution, evaluating the requests of Counsel for payment, and determining the appropriate amount of any payment from the Backstop Fund. The special master will be selected jointly by the Minnesota Attorney General and the Hennepin County Attorney, and will be one of the following individuals: Hon. Jeffrey Keyes, Hon. David Lillehaug; or Hon. Jack Van de North. The special master will be compensated from the Backstop Fund. In the event that a successor special master is needed, the Minnesota Attorney General and the Hennepin County Attorney will jointly select the successor special master

from the above-listed individuals. If none of the above-listed individuals is available to serve as the successor special master, then the Minnesota Attorney General and the Hennepin County Attorney will jointly select a successor special master from a list of individuals that is agreed upon between the Minnesota Attorney General, the Hennepin County Attorney, and Counsel.

G. Special Master Determinations. The special master will determine the amount and timing of any payment to Counsel from the Backstop Fund. The special master shall make one determination regarding payment of attorney fees to Counsel, which will apply through the term of the recovery from the National Settlement Agreements. In making such determinations, the special master shall consider the amounts that have been or will be received by the private attorney's firm from the National Settlement Agreements' Contingency Fee Fund relating to Litigating Local Governments; the contingency fee contracts; the dollar amount of recovery for Counsel's respective clients who are Litigating Local Governments; the Backstop Fund Payment Cap above; the complexity of the legal issues involved in the opioid litigation; work done to directly benefit the Local Governments within the State of Minnesota; and the principles set forth in the Minnesota Rules of Professional Conduct, including the reasonable and contingency fee principles of Rule 1.5. In the interest of transparency, Counsel shall provide information in their initial fee application about the total amount of fees that Counsel have received or will receive from the National Attorney Fee Fund related to the Litigating Local Governments.

H. Special Master Proceedings. Counsel seeking payment from the Backstop Fund may also provide written submissions to the special master, which may include declarations from counsel, summaries relating to the factors described above, and/or attestation regarding total payments awarded or anticipated from the National Settlement Agreements' Contingency Fee Fund. Private attorneys shall not be required to disclose work product, proprietary or confidential information, including but not limited to detailed billing or lodestar records. To the extent that counsel rely upon written submissions to support their application to the special master, the special master will incorporate said submission or summary into the record. Any proceedings before the special master and documents filed with the special master shall be public, and the special master's determinations regarding any payment from the Backstop Funds shall be transparent, public, final, and not appealable.

I. Distribution of Any Excess Funds. To the extent the special master determines that the Backstop Fund exceeds the amount necessary for payment to Counsel, the special master shall distribute any excess amount to Participating Local Governments according to the percentages set forth in **Exhibit B**.

J. Term. The Backstop Fund will be administered for (a) the length of the National Litigation Settlement Agreements' payments; or (b) until all Counsel for Litigating Local Governments have either (i) received payments equal to the Backstop Fund Payment Cap above or (ii) received the full amount determined by the special master; whichever occurs first.

K. No State Funds Toward Attorney Fees. For the avoidance of doubt, no portion of the State Abatement Fund will be used to fund the Backstop Fund or in any other way to fund any Litigating Local Government's attorney fees and expenses. Any funds that the State receives from the National Settlement Agreements as attorney fees and costs or in lieu of attorney fees and costs, including the Additional Restitution Amounts, will be treated as State Abatement Funds.

VII. General Terms

A. Scope of agreement.

1. This MOA applies to ~~all settlements under~~ the National Settlement Agreements ~~with Settling Defendants~~ and the Bankruptcy Resolutions ~~with Bankruptcy Defendants~~.[4]

2. This MOA will also apply to future National Settlement Agreements and Bankruptcy Resolutions with Opioid Supply Chain Participants that include structural or payment provisions requiring or anticipating the participation of both the State and its political subdivisions, and allows for the allocation between the State and its political subdivisions to be set through a state-specific agreement.

~~2.~~3. ~~The Parties agree to discuss the use, as the Parties may deem appropriate in the future, of the settlement terms set out herein (after any necessary amendments) for resolutions with Opioid Supply Chain Participants not covered by the National Settlement Agreements or a Bankruptcy Resolution.~~ The Parties acknowledge that this MOA does not excuse any requirements placed upon them by the terms of the National Settlement Agreements or any Bankruptcy Resolution, except to the extent those terms allow for a State-Subdivision Agreement to do so.

B. When MOA takes effect.

1. This MOA shall become effective at the time a sufficient number of Local Governments have joined the MOA to qualify this MOA as a State-Subdivision Agreement under the National Settlement Agreements or as a Statewide Abatement Agreement under any Bankruptcy Resolution. If this MOA does not thereby qualify as a State-Subdivision Agreement or Statewide Abatement Agreement, this MOA will have no effect.

2. The Parties may conditionally agree to sign on to the MOA through a letter of intent, resolution, or similar written statement, declaration, or pronouncement declaring their intent to sign on to the MOA if the threshold for Party participation in a specific Settlement is achieved.

[4] For the avoidance of doubt, this includes settlements reached with AmerisourceBergen, Cardinal Health, ~~and~~ McKesson, ~~and~~ Janssen, Teva Pharmaceuticals, Allergan plc, CVS Health Corporation, Walgreens Boots Alliance, Inc., and Walmart Inc., ~~and~~ Bankruptcy Resolutions involving Purdue Pharma L.P., ~~and~~ Mallinckrodt plc, and Endo International plc.

C. Dispute resolution.

1. If any Party believes another Party has violated the terms of this MOA, the alleging Party may seek to enforce the terms of this MOA in Ramsey County District Court, provided the alleging Party first provides notice to the alleged offending Party of the alleged violation and a reasonable opportunity to cure the alleged violation.

2. If a Party believes another Party, Region, or individual involved in the receipt, distribution, or administration of Opioid Settlement Funds has violated any applicable ethics codes or rules, a complaint shall be lodged with the appropriate forum for handling such matters.

3. If a Party believes another Party, Region, or individual involved in the receipt, distribution, or administration of Opioid Settlement Funds violated any Minnesota criminal law, such conduct shall be reported to the appropriate criminal authorities.

D. Amendments. The Parties agree to make such amendments as necessary to implement the intent of this MOA.

E. Applicable law and venue. Unless otherwise required by the National Settlement Agreements or a Bankruptcy Resolution, this MOA, including any issues related to interpretation or enforcement, is governed by the laws of the State of Minnesota. Any action related to the provisions of this MOA must be adjudicated by the Ramsey County District Court. If any provision of this MOA is held invalid by any court of competent jurisdiction, this invalidity does not affect any other provision which can be given effect without the invalid provision.

F. Relationship of this MOA to other agreements and resolutions. All Parties acknowledge and agree that the National Settlement Agreements will require a Participating Local Government to release all its claims as provided in the National Settlement Agreements ~~against the Settling Defendants~~ to receive direct allocation of Opioid Settlement Funds. All Parties further acknowledge and agree that based on the terms of the National Settlement Agreements, a Participating Local Government may receive funds through this MOA only after complying with all requirements set forth in the National Settlement Agreements to release its claims. This MOA is not a promise from any Party that any National Settlement Agreements or Bankruptcy Resolution will be finalized or executed.

G. When MOA is no longer in effect. This MOA is effective until one year after the last date on which any Opioid Settlement Funds are being spent by the Parties pursuant to the National Settlement Agreements and any Bankruptcy Resolution.

H. No waiver for failure to exercise. The failure of a Party to exercise any rights under this MOA will not be deemed to be a waiver of any right or any future rights.

I. No effect on authority of Parties. Nothing in this MOA should be construed to limit the power or authority of the State of Minnesota, the Attorney General, or the Local Governments, except as expressly set forth herein.

J. Signing and execution. This MOA may be executed in counterparts, each of which constitutes an original, and all of which constitute one and the same agreement. This MOA may be executed by facsimile or electronic copy in any image format. Each Party represents that all procedures necessary to authorize such Party's execution of this MOA have been performed and that the person signing for such Party has been authorized to execute the MOA in an official capacity that binds the Party.

This **Amended** **Minnesota Opioids State-Subdivision Memorandum of Agreement** is signed this ___day of _____, _____ by:

_____

Name and Title: _____

On behalf of: _____

EXHIBIT A

List of Opioid Remediation Uses

Settlement fund recipients shall choose from among abatement strategies, including but not limited to those listed in this Exhibit. The programs and strategies listed in this Exhibit are not exclusive, and fund recipients shall have flexibility to modify their abatement approach as needed and as new uses are discovered.

PART ONE: TREATMENT

A. TREAT OPIOID USE DISORDER (OUD)

Support treatment of Opioid Use Disorder ("*OUD*") and any co-occurring Substance Use Disorder or Mental Health ("*SUD/MH*") conditions through evidence-based or evidence-informed programs[5] or strategies that may include, but are not limited to, those that:[6]

1. Expand availability of treatment for OUD and any co-occurring SUD/MH conditions, including all forms of Medication for Opioid Use Disorder ("MOUD")[7] approved by the U.S. Food and Drug Administration, including by making capital expenditures to purchase, rehabilitate, or expand facilities that offer treatment.

2. Support and reimburse evidence-based services that adhere to the American Society of Addiction Medicine ("*ASAM*") continuum of care for OUD and any co-occurring SUD/MH conditions.

3. Expand telehealth to increase access to treatment for OUD and any co-occurring SUD/MH conditions, including MOUD, as well as counseling, psychiatric support, and other treatment and recovery support services.

[5] Use of the terms "evidence-based," "evidence-informed," or "best practices" shall not limit the ability of recipients to fund innovative services or those built on culturally specific needs. Rather, recipients are encouraged to support culturally appropriate services and programs for persons with OUD and any co-occurring SUD/MH conditions.

[6] As used in this Exhibit, words like "expand," "fund," "provide" or the like shall not indicate a preference for new or existing programs.

[7] Historically, pharmacological treatment for opioid use disorder was referred to as "Medication-Assisted Treatment" ("MAT"). It has recently been determined that the better term is "Medication for Opioid Use Disorder" ("MOUD"). This Exhibit will use "MOUD" going forward. Use of the term MOUD is not intended to and shall in no way limit abatement programs or strategies now or into the future as new strategies and terminology evolve.

4. Improve oversight of Opioid Treatment Programs ("*OTPs*") to assure evidence-based or evidence-informed practices such as adequate methadone dosing and low threshold approaches to treatment.

5. Support mobile intervention, treatment, and recovery services, offered by qualified professionals and service providers, such as peer recovery coaches, for persons with OUD and any co-occurring SUD/MH conditions and for persons who have experienced an opioid overdose.

6. Provide treatment of trauma for individuals with OUD (*e.g.*, violence, sexual assault, human trafficking, or adverse childhood experiences) and family members (*e.g.*, surviving family members after an overdose or overdose fatality), and training of health care personnel to identify and address such trauma.

7. Support detoxification (detox) and withdrawal management services for people with OUD and any co-occurring SUD/MH conditions, including but not limited to medical detox, referral to treatment, or connections to other services or supports.

8. Provide training on MOUD for health care providers, first responders, students, or other supporting professionals, such as peer recovery coaches or recovery outreach specialists, including telementoring to assist community-based providers in rural or underserved areas.

9. Support workforce development for addiction professionals who work with persons with OUD and any co-occurring SUD/MH or mental health conditions.

10. Offer fellowships for addiction medicine specialists for direct patient care, instructors, and clinical research for treatments.

11. Offer scholarships and supports for certified addiction counselors, licensed alcohol and drug counselors, licensed clinical social workers, licensed mental health counselors, and other mental and behavioral health practitioners or workers, including peer recovery coaches, peer recovery supports, and treatment coordinators, involved in addressing OUD and any co-occurring SUD/MH or mental health conditions, including, but not limited to, training, scholarships, fellowships, loan repayment programs, continuing education, licensing fees, or other incentives for providers to work in rural or underserved areas.

12. Provide funding and training for clinicians to obtain a waiver under the federal Drug Addiction Treatment Act of 2000 ("*DATA 2000*") to prescribe MOUD for OUD, and provide technical assistance and professional support to clinicians who have obtained a DATA 2000 waiver.

13. Dissemination of web-based training curricula, such as the American Academy of Addiction Psychiatry's Provider Clinical Support Service–Opioids web-based training curriculum and motivational interviewing.

14. Develop and disseminate new curricula, such as the American Academy of Addiction Psychiatry's Provider Clinical Support Service for Medication–Assisted Treatment.

B. SUPPORT PEOPLE IN TREATMENT AND RECOVERY

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

1. Provide comprehensive wrap-around services to individuals with OUD and any co-occurring SUD/MH conditions, including housing, transportation, education, job placement, job training, or childcare.

2. Provide the full continuum of care of treatment and recovery services for OUD and any co-occurring SUD/MH conditions, including supportive housing, peer support services and counseling, community navigators, case management, and connections to community-based services.

3. Provide counseling, peer-support, recovery case management and residential treatment with access to medications for those who need it to persons with OUD and any co-occurring SUD/MH conditions.

4. Provide access to housing for people with OUD and any co-occurring SUD/MH conditions, including supportive housing, recovery housing, housing assistance programs, training for housing providers, or recovery housing programs that allow or integrate FDA-approved medication with other support services.

5. Provide community support services, including social and legal services, to assist in deinstitutionalizing persons with OUD and any co-occurring SUD/MH conditions.

6. Support or expand peer-recovery centers, which may include support groups, social events, computer access, or other services for persons with OUD and any co-occurring SUD/MH conditions.

7. Provide or support transportation to treatment or recovery programs or services for persons with OUD and any co-occurring SUD/MH conditions.

8. Provide employment training or educational services for persons in treatment for or recovery from OUD and any co-occurring SUD/MH conditions.

9. Identify successful recovery programs such as physician, pilot, and college recovery programs, and provide support and technical assistance to increase the number and capacity of high-quality programs to help those in recovery.

10. Engage non-profits, faith-based communities, and community coalitions to support people in treatment and recovery and to support family members in their efforts to support the person with OUD in the family.

11. Provide training and development of procedures for government staff to appropriately interact and provide social and other services to individuals with or in recovery from OUD, including reducing stigma.

12. Support stigma reduction efforts regarding treatment and support for persons with OUD, including reducing the stigma on effective treatment.

13. Create or support culturally appropriate services and programs for persons with OUD and any co-occurring SUD/MH conditions, including but not limited to new Americans, African Americans, and American Indians.

14. Create and/or support recovery high schools.

15. Hire or train behavioral health workers to provide or expand any of the services or supports listed above.

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

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

1. Ensure that health care providers are screening for OUD and other risk factors and know how to appropriately counsel and treat (or refer if necessary) a patient for OUD treatment.

2. Fund Screening, Brief Intervention and Referral to Treatment ("SBIRT") programs to reduce the transition from use to disorders, including SBIRT services to pregnant women who are uninsured or not eligible for Medicaid.

3. Provide training and long-term implementation of SBIRT in key systems (health, schools, colleges, criminal justice, and probation), with a focus on youth and young adults when transition from misuse to opioid disorder is common.

4. Purchase automated versions of SBIRT and support ongoing costs of the technology.

5. Expand services such as navigators and on-call teams to begin MOUD in hospital emergency departments.

6. Provide training for emergency room personnel treating opioid overdose patients on post-discharge planning, including community referrals for MOUD, recovery case management or support services.

7. Support hospital programs that transition persons with OUD and any co-occurring SUD/MH conditions, or persons who have experienced an opioid overdose, into clinically appropriate follow-up care through a bridge clinic or similar approach.

8. Support crisis stabilization centers that serve as an alternative to hospital emergency departments for persons with OUD and any co-occurring SUD/MH conditions or persons that have experienced an opioid overdose.

9. Support the work of Emergency Medical Systems, including peer support specialists, to connect individuals to treatment or other appropriate services following an opioid overdose or other opioid-related adverse event.

10. Provide funding for peer support specialists or recovery coaches in emergency departments, detox facilities, recovery centers, recovery housing, or similar settings; offer services, supports, or connections to care to persons with OUD and any co-occurring SUD/MH conditions or to persons who have experienced an opioid overdose.

11. Expand warm hand-off services to transition to recovery services.

12. Create or support school-based contacts that parents can engage with to seek immediate treatment services for their child; and support prevention, intervention, treatment, and recovery programs focused on young people.

13. Develop and support best practices on addressing OUD in the workplace.

14. Support assistance programs for health care providers with OUD.

15. Engage non-profits and the faith community as a system to support outreach for treatment.

16. Support centralized call centers that provide information and connections to appropriate services and supports for persons with OUD and any co-occurring SUD/MH conditions.

D. ADDRESS THE NEEDS OF CRIMINAL JUSTICE-INVOLVED PERSONS

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

1. Support pre-arrest or pre-arraignment diversion and deflection strategies for persons with OUD and any co-occurring SUD/MH conditions, including established strategies such as:

    1. Self-referral strategies such as the Angel Programs or the Police Assisted Addiction Recovery Initiative ("*PAARI*");

2. Active outreach strategies such as the Drug Abuse Response Team ("*DART*") model;

3. "Naloxone Plus" strategies, which work to ensure that individuals who have received naloxone to reverse the effects of an overdose are then linked to treatment programs or other appropriate services;

4. Officer prevention strategies, such as the Law Enforcement Assisted Diversion ("*LEAD*") model;

5. Officer intervention strategies such as the Leon County, Florida Adult Civil Citation Network or the Chicago Westside Narcotics Diversion to Treatment Initiative; or

6. Co-responder and/or alternative responder models to address OUD-related 911 calls with greater SUD expertise.

2. Support pre-trial services that connect individuals with OUD and any co-occurring SUD/MH conditions to evidence-informed treatment, including MOUD, and related services.

3. Support treatment and recovery courts that provide evidence-based options for persons with OUD and any co-occurring SUD/MH conditions.

4. Provide evidence-informed treatment, including MOUD, recovery support, harm reduction, or other appropriate services to individuals with OUD and any co-occurring SUD/MH conditions who are incarcerated in jail or prison.

5. Provide evidence-informed treatment, including MOUD, recovery support, harm reduction, or other appropriate services to individuals with OUD and any co-occurring SUD/MH conditions who are leaving jail or prison or have recently left jail or prison, are on probation or parole, are under community corrections supervision, or are in re-entry programs or facilities.

6. Support critical time interventions ("*CTI*"), particularly for individuals living with dual-diagnosis OUD/serious mental illness, and services for individuals who face immediate risks and service needs and risks upon release from correctional settings.

7. Provide training on best practices for addressing the needs of criminal justice-involved persons with OUD and any co-occurring SUD/MH conditions to law enforcement, correctional, or judicial personnel or to providers of treatment, recovery, harm reduction, case management, or other services offered in connection with any of the strategies described in this section.

E. ADDRESS THE NEEDS OF THE PERINATAL POPULATION, CAREGIVERS, AND FAMILIES, INCLUDING BABIES WITH NEONATAL OPIOID WITHDRAWAL SYNDROME.

Address the needs of the perinatal population and caregivers with OUD and any co-occurring SUD/MH conditions, and the needs of their families, including babies with neonatal opioid withdrawal syndrome ("*NOWS*"), through evidence-based or evidence-informed programs or strategies that may include, but are not limited to, those that:

1. Support evidence-based or evidence-informed treatment, including MOUD, recovery services and supports, and prevention services for the perinatal population—or individuals who could become pregnant—who have OUD and any co-occurring SUD/MH conditions, and other measures to educate and provide support to caregivers and families affected by Neonatal Opioid Withdrawal Syndrome.

2. Expand comprehensive evidence-based treatment and recovery services, including MOUD, for uninsured individuals with OUD and any co-occurring SUD/MH conditions for up to 12 months postpartum.

3. Provide training for obstetricians or other healthcare personnel who work with the perinatal population and their families regarding treatment of OUD and any co-occurring SUD/MH conditions.

4. Expand comprehensive evidence-based treatment and recovery support for NOWS babies; expand services for better continuum of care with infant-caregiver dyad; and expand long-term treatment and services for medical monitoring of NOWS babies and their caregivers and families.

5. Provide training to health care providers who work with the perinatal population and caregivers on best practices for compliance with federal requirements that children born with NOWS get referred to appropriate services and receive a plan of safe care.

6. Provide child and family supports for caregivers with OUD and any co-occurring SUD/MH conditions, emphasizing the desire to keep families together.

7. Provide enhanced support for children and family members suffering trauma as a result of addiction in the family; and offer trauma-informed behavioral health treatment for adverse childhood events.

8. Offer home-based wrap-around services to persons with OUD and any co-occurring SUD/MH conditions, including, but not limited to, parent skills training.

9. Provide support for Children's Services—Fund additional positions and services, including supportive housing and other residential services, relating to children

being removed from the home and/or placed in foster care due to custodial opioid use.

PART TWO: PREVENTION

F. PREVENT OVER-PRESCRIBING AND ENSURE APPROPRIATE PRESCRIBING AND DISPENSING OF OPIOIDS

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

1. Funding medical provider education and outreach regarding best prescribing practices for opioids consistent with the Guidelines for Prescribing Opioids for Chronic Pain from the U.S. Centers for Disease Control and Prevention, including providers at hospitals (academic detailing).

2. Training for health care providers regarding safe and responsible opioid prescribing, dosing, and tapering patients off opioids.

3. Continuing Medical Education (CME) on appropriate prescribing of opioids.

4. Providing Support for non-opioid pain treatment alternatives, including training providers to offer or refer to multi-modal, evidence-informed treatment of pain.

5. Supporting enhancements or improvements to Prescription Drug Monitoring Programs ("*PDMPs*"), including, but not limited to, improvements that:

    1. Increase the number of prescribers using PDMPs;

    2. Improve point-of-care decision-making by increasing the quantity, quality, or format of data available to prescribers using PDMPs, by improving the interface that prescribers use to access PDMP data, or both; or

    3. Enable states to use PDMP data in support of surveillance or intervention strategies, including MOUD referrals and follow-up for individuals identified within PDMP data as likely to experience OUD in a manner that complies with all relevant privacy and security laws and rules.

6. Ensuring PDMPs incorporate available overdose/naloxone deployment data, including the United States Department of Transportation's Emergency Medical Technician overdose database in a manner that complies with all relevant privacy and security laws and rules.

7. Increasing electronic prescribing to prevent diversion or forgery.

8. Educating dispensers on appropriate opioid dispensing.

G. PREVENT MISUSE OF OPIOIDS

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

1. Funding media campaigns to prevent opioid misuse, including but not limited to focusing on risk factors and early interventions.

2. Corrective advertising or affirmative public education campaigns based on evidence.

3. Public education relating to drug disposal.

4. Drug take-back disposal or destruction programs.

5. Funding community anti-drug coalitions that engage in drug prevention efforts.

6. Supporting community coalitions in implementing evidence-informed prevention, such as reduced social access and physical access, stigma reduction—including staffing, educational campaigns, support for people in treatment or recovery, or training of coalitions in evidence-informed implementation, including the Strategic Prevention Framework developed by the U.S. Substance Abuse and Mental Health Services Administration ("*SAMHSA*").

7. Engaging non-profits and faith-based communities as systems to support prevention.

8. Funding evidence-based prevention programs in schools or evidence-informed school and community education programs and campaigns for students, families, school employees, school athletic programs, parent-teacher and student associations, and others.

9. School-based or youth-focused programs or strategies that have demonstrated effectiveness in preventing drug misuse and seem likely to be effective in preventing the uptake and use of opioids.

10. Create or support community-based education or intervention services for families, youth, and adolescents at risk for OUD and any co-occurring SUD/MH conditions.

11. Support evidence-informed programs or curricula to address mental health needs of young people who may be at risk of misusing opioids or other drugs, including emotional modulation and resilience skills.

12. Support greater access to mental health services and supports for young people, including services and supports provided by school nurses, behavioral health

workers or other school staff, to address mental health needs in young people that (when not properly addressed) increase the risk of opioid or another drug misuse.

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

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

1. Increased availability and distribution of naloxone and other drugs that treat overdoses for first responders, overdose patients, individuals with OUD and their friends and family members, schools, community navigators and outreach workers, persons being released from jail or prison, or other members of the general public.

2. Public health entities providing free naloxone to anyone in the community.

3. Training and education regarding naloxone and other drugs that treat overdoses for first responders, overdose patients, patients taking opioids, families, schools, community support groups, and other members of the general public.

4. Enabling school nurses and other school staff to respond to opioid overdoses, and provide them with naloxone, training, and support.

5. Expanding, improving, or developing data tracking software and applications for overdoses/naloxone revivals.

6. Public education relating to emergency responses to overdoses.

7. Public education relating to immunity and Good Samaritan laws.

8. Educating first responders regarding the existence and operation of immunity and Good Samaritan laws.

9. Syringe service programs and other evidence-informed programs to reduce harms associated with intravenous drug use, including supplies, staffing, space, peer support services, referrals to treatment, fentanyl checking, connections to care, and the full range of harm reduction and treatment services provided by these programs.

10. Expanding access to testing and treatment for infectious diseases such as HIV and Hepatitis C resulting from intravenous opioid use.

11. Supporting mobile units that offer or provide referrals to harm reduction services, treatment, recovery supports, health care, or other appropriate services to persons that use opioids or persons with OUD and any co-occurring SUD/MH conditions.

12. Providing training in harm reduction strategies to health care providers, students, peer recovery coaches, recovery outreach specialists, or other professionals that provide care to persons who use opioids or persons with OUD and any co-occurring SUD/MH conditions.

13. Supporting screening for fentanyl in routine clinical toxicology testing.

PART THREE: OTHER STRATEGIES

I. FIRST RESPONDERS

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

1. Law enforcement expenditures related to the opioid epidemic.

2. Education of law enforcement or other first responders regarding appropriate practices and precautions when dealing with fentanyl or other drugs.

3. Provision of wellness and support services for first responders and others who experience secondary trauma associated with opioid-related emergency events.

J. LEADERSHIP, PLANNING AND COORDINATION

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

1. Statewide, regional, local or community regional planning to identify root causes of addiction and overdose, goals for reducing harms related to the opioid epidemic, and areas and populations with the greatest needs for treatment intervention services, and to support training and technical assistance and other strategies to abate the opioid epidemic described in this opioid abatement strategy list.

2. A dashboard to (a) share reports, recommendations, or plans to spend opioid settlement funds; (b) to show how opioid settlement funds have been spent; (c) to report program or strategy outcomes; or (d) to track, share or visualize key opioid- or health-related indicators and supports as identified through collaborative statewide, regional, local or community processes.

3. Invest in infrastructure or staffing at government or not-for-profit agencies to support collaborative, cross-system coordination with the purpose of preventing overprescribing, opioid misuse, or opioid overdoses, treating those with OUD and any co-occurring SUD/MH conditions, supporting them in treatment or recovery, connecting them to care, or implementing other strategies to abate the opioid epidemic described in this opioid abatement strategy list.

4. Provide resources to staff government oversight and management of opioid abatement programs.

5. Support multidisciplinary collaborative approaches consisting of, but not limited to, public health, public safety, behavioral health, harm reduction, and others at the state, regional, local, nonprofit, and community level to maximize collective impact.

K. TRAINING

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

1. Provide funding for staff training or networking programs and services to improve the capability of government, community, and not-for-profit entities to abate the opioid crisis.

2. Support infrastructure and staffing for collaborative cross-system coordination to prevent opioid misuse, prevent overdoses, and treat those with OUD and any co-occurring SUD/MH conditions, or implement other strategies to abate the opioid epidemic described in this opioid abatement strategy list (*e.g.*, health care, primary care, pharmacies, PDMPs, etc.).

L. RESEARCH

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

1. Monitoring, surveillance, data collection and evaluation of programs and strategies described in this opioid abatement strategy list.

2. Research non-opioid treatment of chronic pain.

3. Research on improved service delivery for modalities such as SBIRT that demonstrate promising but mixed results in populations vulnerable to opioid use disorders.

4. Research on novel harm reduction and prevention efforts such as the provision of fentanyl test strips.

5. Research on innovative supply-side enforcement efforts such as improved detection of mail-based delivery of synthetic opioids.

6. Expanded research on swift/certain/fair models to reduce and deter opioid misuse within criminal justice populations that build upon promising approaches used to address other substances (*e.g.*, Hawaii HOPE and Dakota 24/7).

7. Epidemiological surveillance of OUD-related behaviors in critical populations, including individuals entering the criminal justice system, including, but not limited to approaches modeled on the Arrestee Drug Abuse Monitoring ("*ADAM*") system.

8. Qualitative and quantitative research regarding public health risks and harm reduction opportunities within illicit drug markets, including surveys of market participants who sell or distribute illicit opioids.

9. Geospatial analysis of access barriers to MOUD and their association with treatment engagement and treatment outcomes.

M. POST-MORTEM

1. Toxicology tests for the range of opioids, including synthetic opioids, seen in overdose deaths as well as newly evolving synthetic opioids infiltrating the drug supply.

2. Toxicology method development and method validation for the range of synthetic opioids observed now and in the future, including the cost of installation, maintenance, repairs and training of capital equipment.

3. Autopsies in cases of overdose deaths resulting from opioids and synthetic opioids.

4. Additional storage space/facilities for bodies directly related to opioid or synthetic opioid related deaths.

5. Comprehensive death investigations for individuals where a death is caused by or suspected to have been caused by an opioid or synthetic opioid overdose, whether intentional or accidental (overdose fatality reviews).

6. Indigent burial for unclaimed remains resulting from overdose deaths.

7. Navigation-to-care services for individuals with opioid use disorder who are encountered by the medical examiner's office as either family and/or social network members of decedents dying of opioid overdose.

8. Epidemiologic data management and reporting to public health and public safety stakeholders regarding opioid overdose fatalities.

EXHIBIT B

Local Abatement Funds Allocation

Subdivision	Allocation Percentage
AITKIN COUNTY	0.5760578506020%
Andover city	0.1364919450741%
ANOKA COUNTY	5.0386504680954%
Apple Valley city	0.2990817344560%
BECKER COUNTY	0.6619330684437%
BELTRAMI COUNTY	0.7640787092763%
BENTON COUNTY	0.6440948102319%
BIG STONE COUNTY	0.1194868774775%
Blaine city	0.4249516912759%
Bloomington city	0.4900195550092%
BLUE EARTH COUNTY	0.6635420704652%
Brooklyn Center city	0.1413853902225%
Brooklyn Park city	0.2804136234778%
BROWN COUNTY	0.3325325415732%
Burnsville city	0.5135361296508%
CARLTON COUNTY	0.9839591749060%
CARVER COUNTY	1.1452829659572%
CASS COUNTY	0.8895681513437%
CHIPPEWA COUNTY	0.2092611794436%
CHISAGO COUNTY	0.9950193750117%
CLAY COUNTY	0.9428475281726%
CLEARWATER COUNTY	0.1858592042741%
COOK COUNTY	0.1074594959729%
Coon Rapids city	0.5772642444915%
Cottage Grove city	0.2810994719143%
COTTONWOOD COUNTY	0.1739065270025%
CROW WING COUNTY	1.1394859174804%
DAKOTA COUNTY	4.4207140602835%
DODGE COUNTY	0.2213963257778%
DOUGLAS COUNTY	0.6021779472345%
Duluth city	1.1502115379896%
Eagan city	0.3657951576014%
Eden Prairie city	0.2552171572659%
Edina city	0.1973054822135%
FARIBAULT COUNTY	0.2169409335358%
FILLMORE COUNTY	0.2329591105316%
FREEBORN COUNTY	0.3507169823793%
GOODHUE COUNTY	0.5616542387089%

Subdivision	Allocation Percentage
GRANT COUNTY	0.0764556498477%
HENNEPIN COUNTY	19.0624622261821%
HOUSTON COUNTY	0.3099019273452%
HUBBARD COUNTY	0.4582368775192%
Inver Grove Heights city	0.2193400520297%
ISANTI COUNTY	0.7712992707537%
ITASCA COUNTY	1.1406408131328%
JACKSON COUNTY	0.1408950443531%
KANABEC COUNTY	0.3078966749987%
KANDIYOHI COUNTY	0.1581167542252%
KITTSON COUNTY	0.0812834506382%
KOOCHICHING COUNTY	0.2612581865885%
LAC QUI PARLE COUNTY	0.0985665133485%
LAKE COUNTY	0.1827750320696%
LAKE OF THE WOODS COUNTY	0.1123105027592%
Lakeville city	0.2822249627090%
LE SUEUR COUNTY	0.3225703347466%
LINCOLN COUNTY	0.1091919983965%
LYON COUNTY	0.2935118186364%
MAHNOMEN COUNTY	0.1416417687922%
Mankato city	0.3698584320930%
Maple Grove city	0.1814019046900%
Maplewood city	0.1875101678223%
MARSHALL COUNTY	0.1296352091057%
MARTIN COUNTY	0.2543064014046%
MCLEOD COUNTY	0.1247104517575%
MEEKER COUNTY	0.3744031515243%
MILLE LACS COUNTY	0.9301506695846%
Minneapolis city	4.8777618689374%
Minnetonka city	0.1967231070869%
Moorhead city	0.4337377037965%
MORRISON COUNTY	0.7178981419196%
MOWER COUNTY	0.5801769148506%
MURRAY COUNTY	0.1348775389165%
NICOLLET COUNTY	0.1572381052896%
NOBLES COUNTY	0.1562005111775%
NORMAN COUNTY	0.1087596675165%
North St. Paul city	0.0575844069340%
OLMSTED COUNTY	1.9236715094724%
OTTER TAIL COUNTY	0.8336175418789%
PENNINGTON COUNTY	0.3082576394945%
PINE COUNTY	0.5671222706703%

Subdivision	Allocation Percentage
PIPESTONE COUNTY	0.1535154503112%
Plymouth city	0.1762541472591%
POLK COUNTY	0.8654291473909%
POPE COUNTY	0.1870129873102%
Proctor city	0.0214374127881%
RAMSEY COUNTY	7.1081424150498%
RED LAKE COUNTY	0.0532649128178%
REDWOOD COUNTY	0.2809842366614%
RENVILLE COUNTY	0.2706888807449%
RICE COUNTY	0.2674764397830%
Richfield city	0.2534018444052%
Rochester city	0.7363082848763%
ROCK COUNTY	0.2043437335735%
ROSEAU COUNTY	0.2517872793025%
Roseville city	0.1721905548771%
Savage city	0.1883576635033%
SCOTT COUNTY	1.3274301645797%
Shakopee city	0.2879873611373%
SHERBURNE COUNTY	1.2543449471994%
SIBLEY COUNTY	0.2393480708456%
ST LOUIS COUNTY	4.7407767169807%
St. Cloud city	0.7330089009029%
St. Louis Park city	0.1476314588229%
St. Paul city	3.7475206797569%
STEARNS COUNTY	2.4158085321227%
STEELE COUNTY	0.3969975262520%
STEVENS COUNTY	0.1439474275223%
SWIFT COUNTY	0.1344167568499%
TODD COUNTY	0.4180909816781%
TRAVERSE COUNTY	0.0903964133868%
WABASHA COUNTY	0.3103038996965%
WADENA COUNTY	0.2644094336575%
WASECA COUNTY	0.2857912156338%
WASHINGTON COUNTY	3.0852862512586%
WATONWAN COUNTY	0.1475626355615%
WILKIN COUNTY	0.0937962507119%
WINONA COUNTY	0.7755267356126%
Woodbury city	0.4677270171716%
WRIGHT COUNTY	1.6985269385427%
YELLOW MEDICINE COUNTY	0.1742264836427%

Item Description:
Agreeing to the Amended Minnesota Opioids State-Subdivision Memorandum of Agreement

WHEREAS, the State of Minnesota and numerous Minnesota cities and counties are engaged in nationwide civil litigation against opioid supply chain participants related to the opioid crisis; and

WHEREAS, in 2021, the State of Minnesota, Goodhue County, and numerous other Minnesota cities and counties previously agreed to the Minnesota Opioids State-Subdivision Memorandum of Agreement ("State-Subdivision Agreement"), which governed distribution of opioid settlement funds from multistate agreements with pharmaceutical distributors McKesson, Cardinal Health, and AmerisourceBergen, as well as opioid manufacturer Johnson & Johnson; and

WHEREAS, the State-Subdivision Agreement prioritizes flexibility for how local governments may use opioid settlement funds for opioids abatement and remediation, and which provides for 75% of the settlement funds to be distributed directly to local governments and 25% of the settlement funds to be distributed directly to the State; and

WHEREAS, the State of Minnesota and numerous Minnesota cities and counties have begun to receive distributions of settlement funds from the prior multistate settlement agreements, pursuant to the State-Subdivision Agreement; and

WHEREAS, the Minnesota Attorney General has signed on to several additional multistate settlement agreements with manufacturers Teva Pharmaceuticals and Allergan plc, as well as pharmacy companies Walmart Inc., CVS Health Corp., and Walgreens Boots Alliance Inc., but those settlement agreements are still subject to sign-on by local governments and final agreement by the companies and approval by the courts; and

WHEREAS, there is a deadline of April 18, 2023, for a sufficient threshold of Minnesota cities and counties to sign on to the new, above-referenced multistate settlement agreements, and failure to timely sign on may diminish the amount of funds received by not only that city or county but by all Minnesota cities and counties from the settlement funds; and

WHEREAS, representatives of Minnesota's local governments and of the State of Minnesota through the Office of the Attorney General have reached agreement that the distribution of funds pursuant to the new settlement agreements and any future settlement agreements should be governed by the State-Subdivision Agreement, as amended, in order to prioritize flexibility for local governments and maintain the favorable 75/25 split of funds between local governments and the State; now, therefore,

Resolution:
BE IT RESOLVED, Goodhue County supports and agrees to the Amended Minnesota Opioids State-Subdivision Agreement ("Amended State-Subdivision Agreement"), with amendments that include the multistate settlement agreements with

manufacturers Teva Pharmaceuticals and Allergan plc, as well as pharmacies Walmart Inc., CVS Health Corp., and Walgreens Boots Alliance Inc. as well as any future multistate settlement agreements relating to the opioids litigation; and

BE IT FURTHER RESOLVED, Goodhue County supports and opts in to the multistate settlements with Teva Pharmaceuticals, Allergan plc, Walmart Inc., CVS Health Corp., and Walgreens Boots Alliance Inc.; and

BE IT FURTHER RESOLVED, the Goodhue County Board of Commissioners authorizes the County Administrator or their authorized designee to execute all necessary documents to ensure County participation in the Teva Pharmaceuticals, Allergan plc, Walmart Inc., CVS Health Corp., and Walgreens Boots Alliance Inc. settlements, including the participation Agreement and accompanying Release and the Amended State-Subdivision Agreement.

EXHIBIT K
Subdivision and Special District Settlement Participation Form

Will your subdivision or special district be signing the settlement participation forms for the Allergan and Teva Settlements at this time?

[ ] Yes [ ] No

Governmental Entity: Goodhue County	State: MN
Authorized Signatory:	
Address 1:	
Address 2:	
City, State, Zip:	
Phone:	
Email:	

The governmental entity identified above ("*Governmental Entity*"), in order to obtain and in consideration for the benefits provided to the Governmental Entity pursuant to the Agreement dated November 22, 2022 ("*Allergan Settlement*"), and acting through the undersigned authorized official, hereby elects to participate in the Allergan Settlement, release all Released Claims against all Released Entities, and agrees as follows.

1. The Governmental Entity is aware of and has reviewed the Allergan Settlement, understands that all terms in this Election and Release have the meanings defined therein, and agrees that by this Election, the Governmental Entity elects to participate in the Allergan Settlement as provided therein.

2. Following the execution of this Settlement Participation Form, the Governmental Entity shall comply with Section III.B of the Allergan Settlement regarding Cessation of Litigation Activities.

3. The Governmental Entity shall, within fourteen (14) days of the Reference Date and prior to the filing of the Consent Judgment, file a request to dismiss with prejudice any Released Claims that it has filed. With respect to any Released Claims pending in *In re National Prescription Opiate Litigation*, MDL No. 2804, the Governmental Entity authorizes the MDL Plaintiffs' Executive Committee to execute and file on behalf of the Governmental Entity a Stipulation of Dismissal With Prejudice substantially in the form found at https://nationalopioidsettlement.com.

4. The Governmental Entity agrees to the terms of the Allergan Settlement pertaining to Subdivisions and Special Districts as defined therein.

5. By agreeing to the terms of the Allergan Settlement and becoming a Releasor, the Governmental Entity is entitled to the benefits provided therein, including, if applicable, monetary payments beginning after the Effective Date.

6. The Governmental Entity agrees to use any monies it receives through the Allergan Settlement solely for the purposes provided therein.

7. The Governmental Entity submits to the jurisdiction of the court in the Governmental Entity's state where the Consent Judgment is filed for purposes limited to that court's role as provided in, and for resolving disputes to the extent provided in, the Allergan Settlement.

8. The Governmental Entity has the right to enforce the Allergan Settlement as provided therein.

9. The Governmental Entity, as a Participating Subdivision or Participating Special District, hereby becomes a Releasor for all purposes in the Allergan Settlement, including, but not limited to, all provisions of **Section V (Release)**, and along with all departments, agencies, divisions, boards, commissions, Subdivisions, districts, instrumentalities of any kind and attorneys, and any person in their official capacity whether elected or appointed to serve any of the foregoing and any agency, person, or other entity claiming by or through any of the foregoing, and any other entity identified in the definition of Releasor, provides for a release to the fullest extent of its authority. As a Releasor, the Governmental Entity hereby absolutely, unconditionally, and irrevocably covenants not to bring, file, or claim, or to cause, assist in bringing, or permit to be brought, filed, or claimed, or to otherwise seek to establish liability for any Released Claims against any Released Entity in any forum whatsoever. The releases provided for in the Allergan Settlement are intended to be broad and shall be interpreted so as to give the Released Entities the broadest possible bar against any liability relating in any way to Released Claims and extend to the full extent of the power of the Governmental Entity to release claims. The Allergan Settlement shall be a complete bar to any Released Claim.

10. The Governmental Entity hereby takes on all rights and obligations of a Participating Subdivision or Participating Special District as set forth in the Allergan Settlement.

11. In connection with the releases provided for in the Allergan Settlement, each Governmental Entity expressly waives, releases, and forever discharges any and all provisions, rights, and benefits conferred by any law of any state or territory of the United States or other jurisdiction, or principle of common law, which is similar, comparable, or equivalent to § 1542 of the California Civil Code, which reads:

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

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

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

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

Signature: _____

Name: _____

Title: _____

Date: _____

Exhibit K
Subdivision and Special District Settlement Participation Form

Governmental Entity: Goodhue County	State: MN
Authorized Signatory:	
Address 1:	
Address 2:	
City, State, Zip:	
Phone:	
Email:	

The governmental entity identified above ("*Governmental Entity*"), in order to obtain and in consideration for the benefits provided to the Governmental Entity pursuant to the Agreement dated November 22, 2022 ("*Teva Settlement*"), and acting through the undersigned authorized official, hereby elects to participate in the Teva Settlement, release all Released Claims against all Released Entities, and agrees as follows.

1. The Governmental Entity is aware of and has reviewed the Teva Settlement, understands that all terms in this Election and Release have the meanings defined therein, and agrees that by this Election, the Governmental Entity elects to participate in the Teva Settlement as provided therein.

2. Following the execution of this Settlement Participation Form, the Governmental Entity shall comply with Section III.B of the Teva Settlement regarding Cessation of Litigation Activities.

3. The Governmental Entity shall, within 14 days of the Reference Date and prior to the filing of the Consent Judgment, file a request to dismiss with prejudice any Released Claims that it has filed. With respect to any Released Claims pending in In re National Prescription Opiate Litigation, MDL No. 2804, the Governmental Entity authorizes the Plaintiffs' Executive Committee to execute and file on behalf of the Governmental Entity a Stipulation of Dismissal With Prejudice substantially in the form found at https://nationalopioidsettlement.com.

4. The Governmental Entity agrees to the terms of the Teva Settlement pertaining to Subdivisions as defined therein.

5. By agreeing to the terms of the Teva Settlement and becoming a Releasor, the Governmental Entity is entitled to the benefits provided therein, including, if applicable, monetary payments beginning after the Effective Date.

6. The Governmental Entity agrees to use any monies it receives through the Teva Settlement solely for the purposes provided therein.

7. The Governmental Entity submits to the jurisdiction of the court in the Governmental Entity's state where the Consent Judgment is filed for purposes limited to that court's role as provided in, and for resolving disputes to the extent provided in, the Teva Settlement.

8. The Governmental Entity has the right to enforce the Teva Settlement as provided therein.

9. The Governmental Entity, as a Participating Subdivision or Participating Special District, hereby becomes a Releasor for all purposes in the Teva Settlement, including but not limited to all provisions of Section V (Release), and along with all departments, agencies, divisions, boards, commissions, districts, instrumentalities of any kind and attorneys, and any person in their official capacity elected or appointed to serve any of the foregoing and any agency, person, or other entity claiming by or through any of the foregoing, and any other entity identified in the definition of Releasor, provides for a release to the fullest extent of its authority. As a Releasor, the Governmental Entity hereby absolutely, unconditionally, and irrevocably covenants not to bring, file, or claim, or to cause, assist or permit to be brought, filed, or claimed, or to otherwise seek to establish liability for any Released Claims against any Released Entity in any forum whatsoever. The releases provided for in the Teva Settlement are intended by Released Entitles and the Governmental Entity to be broad and shall be interpreted so as to give the Released Entities the broadest possible bar against any liability relating in any way to Released Claims and extend to the full extent of the power of the Governmental Entity to release claims. The Teva Settlement shall be a complete bar to any Released Claim.

10. The Governmental Entity hereby takes on all rights and obligations of a Participating Subdivision or Participating Special District as set forth in the Teva Settlement.

11. In connection with the releases provided for in the Teva Settlement, each Governmental Entity expressly waives, releases, and forever discharges any and all provisions, rights, and benefits conferred by any law of any state or territory of the United States or other jurisdiction, or principle of common law, which is similar, comparable, or equivalent to § 1542 of the California Civil Code, which reads:

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

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

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

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

Signature: _____

Name: _____

Title: _____

Date: _____

EXHIBIT K

Subdivision Participation and Release Form

Will your subdivision or special district be signing the settlement participation form for the CVS Settlement at this time?

[ ] Yes [ ] No

Governmental Entity: Goodhue County	State: MN
Authorized Signatory:	
Address 1:	
Address 2:	
City, State, Zip:	
Phone:	
Email:	

The governmental entity identified above ("*Governmental Entity*"), in order to obtain and in consideration for the benefits provided to the Governmental Entity pursuant to the Settlement Agreement dated December 9, 2022 ("*CVS Settlement*"), and acting through the undersigned authorized official, hereby elects to participate in the CVS Settlement, release all Released Claims against all Released Entities, and agrees as follows.

1. The Governmental Entity is aware of and has reviewed the CVS Settlement, understands that all terms in this Participation and Release Form have the meanings defined therein, and agrees that by executing this Participation and Release Form, the Governmental Entity elects to participate in the CVS Settlement and become a Participating Subdivision as provided therein.

2. The Governmental Entity shall promptly, and in any event no later than 14 days after the Reference Date and prior to the filing of the Consent Judgment, dismiss with prejudice any Released Claims that it has filed. With respect to any Released Claims pending in *In re National Prescription Opiate Litigation*, MDL No. 2804, the Governmental Entity authorizes the Plaintiffs' Executive Committee to execute and file on behalf of the Governmental Entity a Stipulation of Dismissal with Prejudice substantially in the form found at https://nationalopioidsettlement.com.

3. The Governmental Entity agrees to the terms of the CVS Settlement pertaining to Participating Subdivisions as defined therein.

4. By agreeing to the terms of the CVS Settlement and becoming a Releasor, the Governmental Entity is entitled to the benefits provided therein, including, if applicable, monetary payments beginning after the Effective Date.

5. The Governmental Entity agrees to use any monies it receives through the CVS Settlement solely for the purposes provided therein.

6. The Governmental Entity submits to the jurisdiction of the court in the Governmental Entity's state where the Consent Judgment is filed for purposes limited to that court's role as provided in, and for resolving disputes to the extent provided in, the CVS Settlement. The Governmental Entity likewise agrees to arbitrate before the National Arbitration Panel as provided in, and for resolving disputes to the extent otherwise provided in, the CVS Settlement.

7. The Governmental Entity has the right to enforce the CVS Settlement as provided therein.

8. The Governmental Entity, as a Participating Subdivision, hereby becomes a Releasor for all purposes in the CVS Settlement, including without limitation all provisions of Section XI (Release), and along with all departments, agencies, divisions, boards, commissions, districts, instrumentalities of any kind and attorneys, and any person in their official capacity elected or appointed to serve any of the foregoing and any agency, person, or other entity claiming by or through any of the foregoing, and any other entity identified in the definition of Releasor, provides for a release to the fullest extent of its authority. As a Releasor, the Governmental Entity hereby absolutely, unconditionally, and irrevocably covenants not to bring, file, or claim, or to cause, assist or permit to be brought, filed, or claimed, or to otherwise seek to establish liability for any Released Claims against any Released Entity in any forum whatsoever. The releases provided for in the CVS Settlement are intended by the Parties to be broad and shall be interpreted so as to give the Released Entities the broadest possible bar against any liability relating in any way to Released Claims and extend to the full extent of the power of the Governmental Entity to release claims. The CVS Settlement shall be a complete bar to any Released Claim.

9. The Governmental Entity hereby takes on all rights and obligations of a Participating Subdivision as set forth in the CVS Settlement.

10. In connection with the releases provided for in the CVS Settlement, each Governmental Entity expressly waives, releases, and forever discharges any and all provisions, rights, and benefits conferred by any law of any state or territory of the United States or other jurisdiction, or principle of common law, which is similar, comparable, or equivalent to § 1542 of the California Civil Code, which reads:

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

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

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

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

Signature: _____

Name: _____

Title: _____

Date: _____

EXHIBIT K

Subdivision Participation and Release Form

Will your subdivision or special district be signing the settlement participation form for the Walgreens Settlement at this time?

[ ] Yes [ ] No

Governmental Entity: Goodhue County	State: MN
Authorized Signatory:	
Address 1:	
Address 2:	
City, State, Zip:	
Phone:	
Email:	

The governmental entity identified above ("*Governmental Entity*"), in order to obtain and in consideration for the benefits provided to the Governmental Entity pursuant to the Settlement Agreement dated December 9, 2022 ("*Walgreens Settlement*"), and acting through the undersigned authorized official, hereby elects to participate in the Walgreens Settlement, release all Released Claims against all Released Entities, and agrees as follows.

1. The Governmental Entity is aware of and has reviewed the Walgreens Settlement, understands that all terms in this Participation and Release Form have the meanings defined therein, and agrees that by executing this Participation and Release Form, the Governmental Entity elects to participate in the Walgreens Settlement and become a Participating Subdivision as provided therein.

2. The Governmental Entity shall promptly, and in any event no later than 14 days after the Reference Date and prior to the filing of the Consent Judgment, dismiss with prejudice any Released Claims that it has filed. With respect to any Released Claims pending in *In re National Prescription Opiate Litigation*, MDL No. 2804, the Governmental Entity authorizes the Plaintiffs' Executive Committee to execute and file on behalf of the Governmental Entity a Stipulation of Dismissal with Prejudice substantially in the form found at https://nationalopioidsettlement.com.

3. The Governmental Entity agrees to the terms of the Walgreens Settlement pertaining to Participating Subdivisions as defined therein.

4. By agreeing to the terms of the Walgreens Settlement and becoming a Releasor, the Governmental Entity is entitled to the benefits provided therein, including, if applicable, monetary payments beginning after the Effective Date.

5. The Governmental Entity agrees to use any monies it receives through the Walgreens Settlement solely for the purposes provided therein.

6. The Governmental Entity submits to the jurisdiction of the court in the Governmental Entity's state where the Consent Judgment is filed for purposes limited to that court's role as provided in, and for resolving disputes to the extent provided in, the Walgreens Settlement. The Governmental Entity likewise agrees to arbitrate before the National Arbitration Panel as provided in, and for resolving disputes to the extent otherwise provided in, the Walgreens Settlement.

7. The Governmental Entity has the right to enforce the Walgreens Settlement as provided therein.

8. The Governmental Entity, as a Participating Subdivision, hereby becomes a Releasor for all purposes in the Walgreens Settlement, including without limitation all provisions of Section XI (Release), and along with all departments, agencies, divisions, boards, commissions, districts, instrumentalities of any kind and attorneys, and any person in their official capacity elected or appointed to serve any of the foregoing and any agency, person, or other entity claiming by or through any of the foregoing, and any other entity identified in the definition of Releasor, provides for a release to the fullest extent of its authority. As a Releasor, the Governmental Entity hereby absolutely, unconditionally, and irrevocably covenants not to bring, file, or claim, or to cause, assist or permit to be brought, filed, or claimed, or to otherwise seek to establish liability for any Released Claims against any Released Entity in any forum whatsoever. The releases provided for in the Walgreens Settlement are intended by the Parties to be broad and shall be interpreted so as to give the Released Entities the broadest possible bar against any liability relating in any way to Released Claims and extend to the full extent of the power of the Governmental Entity to release claims. The Walgreens Settlement shall be a complete bar to any Released Claim.

9. The Governmental Entity hereby takes on all rights and obligations of a Participating Subdivision as set forth in the Walgreens Settlement.

10. In connection with the releases provided for in the Walgreens Settlement, each Governmental Entity expressly waives, releases, and forever discharges any and all provisions, rights, and benefits conferred by any law of any state or territory of the United States or other jurisdiction, or principle of common law, which is similar, comparable, or equivalent to § 1542 of the California Civil Code, which reads:

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

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

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

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

Signature: _____

Name: _____

Title: _____

Date: _____

EXHIBIT K

Subdivision Participation Form

Will your subdivision or special district be signing the settlement participation form for the Walmart Settlement at this time?

[ ] Yes [ ] No

Governmental Entity: Goodhue County	State: MN
Authorized Official:	
Address 1:	
Address 2:	
City, State, Zip:	
Phone:	
Email:	

The governmental entity identified above ("Governmental Entity"), in order to obtain and in consideration for the benefits provided to the Governmental Entity pursuant to the Settlement Agreement dated November 14, 2022 ("Walmart Settlement"), and acting through the undersigned authorized official, hereby elects to participate in the Walmart Settlement, release all Released Claims against all Released Entities, and agrees as follows.

1. The Governmental Entity is aware of and has reviewed the Walmart Settlement, understands that all terms in this Election and Release have the meanings defined therein, and agrees that by this Election, the Governmental Entity elects to participate in the Walmart Settlement and become a Participating Subdivision as provided therein.

2. The Governmental Entity shall promptly, and in any event within 14 days of the Effective Date and prior to the filing of the Consent Judgment, dismiss with prejudice any Released Claims that it has filed. With respect to any Released Claims pending in In re National Prescription Opiate Litigation, MDL No. 2804, the Governmental Entity authorizes the Plaintiffs' Executive Committee to execute and file on behalf of the Governmental Entity a Stipulation of Dismissal With Prejudice substantially in the form found at https://nationalopioidsettlement.com/.

3. The Governmental Entity agrees to the terms of the Walmart Settlement pertaining to Subdivisions as defined therein.

4. By agreeing to the terms of the Walmart Settlement and becoming a Releasor, the Governmental Entity is entitled to the benefits provided therein, including, if applicable, monetary payments beginning after the Effective Date.

5. The Governmental Entity agrees to use any monies it receives through the Walmart Settlement solely for the purposes provided therein.

6. The Governmental Entity submits to the jurisdiction of the court in the Governmental Entity's state where the Consent Judgment is filed for purposes limited to that court's role as provided in, and for resolving disputes to the extent provided in, the Walmart Settlement.

7. The Governmental Entity has the right to enforce the Walmart Settlement as provided therein.

8. The Governmental Entity, as a Participating Subdivision, hereby becomes a Releasor for all purposes in the Walmart Settlement, including but not limited to all provisions of Section X (Release), and along with all departments, agencies, divisions, boards, commissions, districts, instrumentalities of any kind and attorneys, and any person in their official capacity elected or appointed to serve any of the foregoing and any agency, person, or other entity claiming by or through any of the foregoing, and any other entity identified in the definition of Releasor, provides for a release to the fullest extent of its authority. As a Releasor, the Governmental Entity hereby absolutely, unconditionally, and irrevocably covenants not to bring, file, or claim, or to cause, assist or permit to be brought, filed, or claimed, or to otherwise seek to establish liability for any Released Claims against any Released Entity in any forum whatsoever. The releases provided for in the Walmart Settlement are intended by the Parties to be broad and shall be interpreted so as to give the Released Entities the broadest possible bar against any liability relating in any way to Released Claims and extend to the full extent of the power of the Governmental Entity to release claims. The Walmart Settlement shall be a complete bar to any Released Claim.

9. In connection with the releases provided for in the Walmart Settlement, each Governmental Entity expressly waives, releases, and forever discharges any and all provisions, rights, and benefits conferred by any law of any state or territory of the United States or other jurisdiction, or principle of common law, which is similar, comparable, or equivalent to § 1542 of the California Civil Code, which reads:

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

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

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

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

Signature: _____

Name: _____

Title: _____

Date: _____

GOODHUE COUNTY
HEALTH & HUMAN SERVICES (GCHHS)

REQUEST FOR BOARD ACTION

Requested Board Date:	March 21, 2023	**Staff Lead:**	Kayla Matter
Consent Agenda:	☐ Yes ☒ No	**Attachments:**	☐ Yes ☒ No
Action Requested:	Approve February 2023 HHS Warrant Registers		

BACKGROUND:
This is a summary of Goodhue County Health and Human Services Warrant Registers for: February 2023.

	Date of Warrant		Check No. Series		Total Batch
IFS	February 3, 2023	ACH	38906	38920	$27,330.92
IFS	February 3, 2023		466195	466228	$32,420.21
IFS	February 10, 2023	ACH	38951	38966	$65,507.18
IFS	February 10, 2023		466294	466340	$84,056.37
IFS	February 17, 2023	ACH	39047	39967	$18,745.41
IFS	February 17, 2023		466500	466531	$52,069.13
IFS	February 24, 2023	ACH	39068	39104	$9,781.11
IFS	February 24, 2023		466532	466604	$33,807.39
SSIS	February 28, 2023	ACH	39184	39207	$329,129.18
SSIS	February 28, 2023		466645	466691	$218,071.91
IFS	February 28, 2023	ACH	39138	39183	$16,252.38
IFS	February 28, 2023		466634	466644	$19,969.74
				Total	$907,140.93

RECOMMENDATION: Goodhue County HHS Recommends Approval as Presented.

Child and Family Unit Year End Report 2022

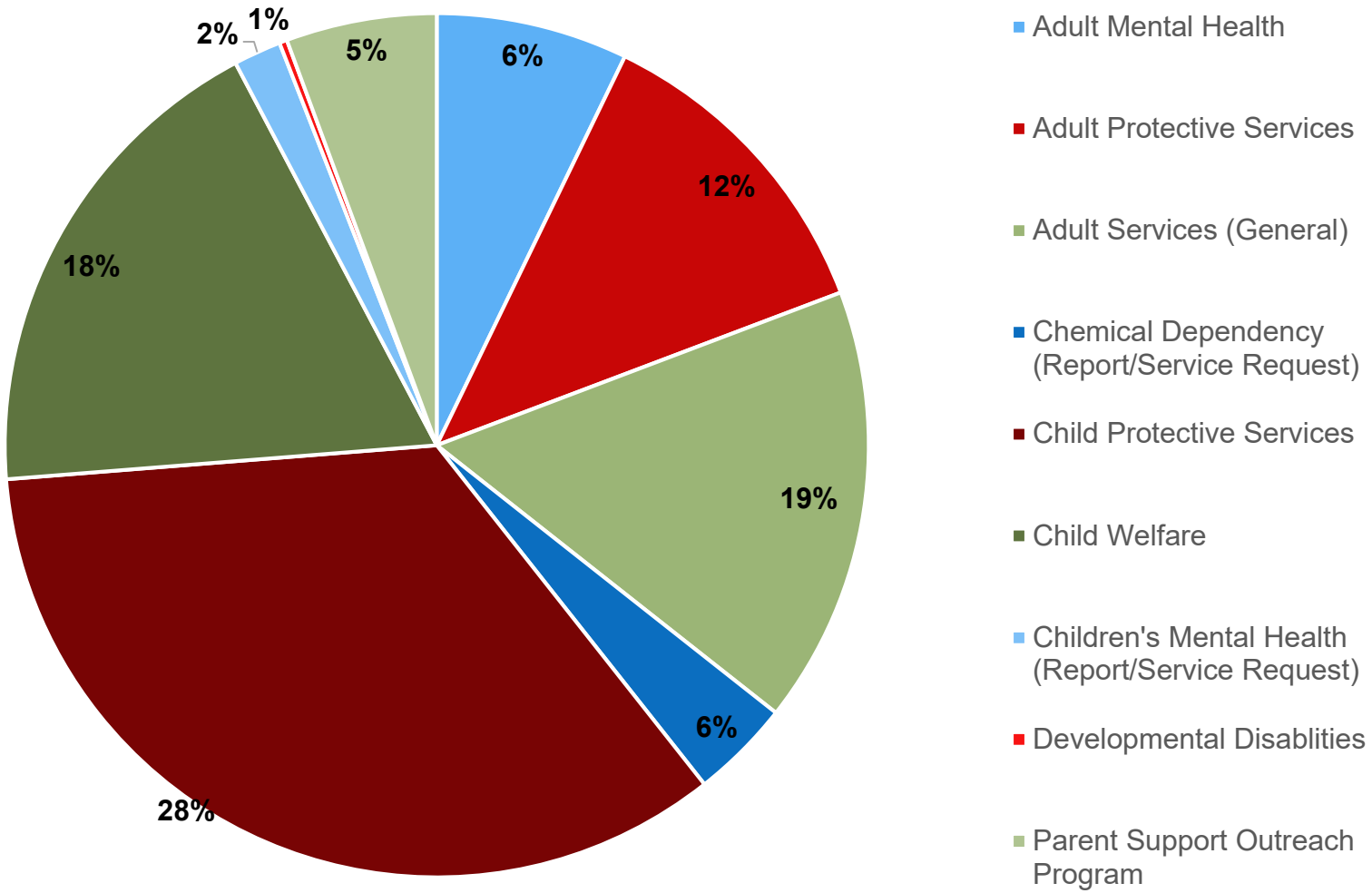
Katie Bystrom
Social Services Supervisor – Child & Family Unit

Intake Statistics 2022

Program	Total Number
Adoption/Licensing requests or complaints	59
Adult Mental Health	173
Adult Protective Services	291
Adult Services (General)	395
Chemical Dependency (report/service request)	90
Child Protective Services	829
Child Welfare	447
Children's Mental Health (report/service request)	43
Developmental Disabilities	7
Parent Support Outreach Program	136
TOTAL	**2470**

Intake Percentage 2022

*rounded to the nearest whole number



Intake 2022

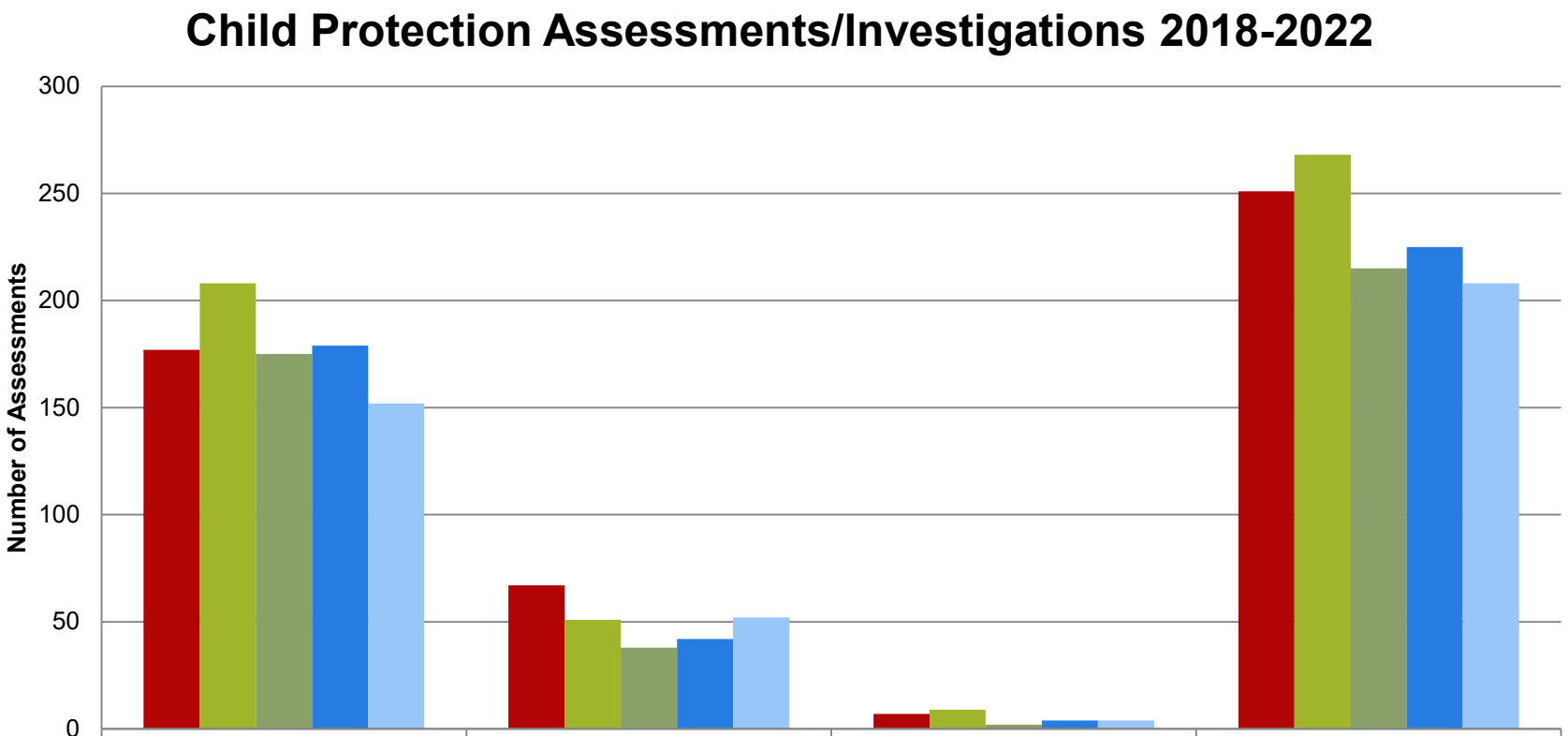
Intake is the first point of contact between the community and Goodhue County Social Services. Our agency values of Excellence, Collaboration, Respect, Safety, and Compassion are evident from this first point of contact.

- Goodhue County Social Services received 17 fewer intakes in 2022 compared to 2021.
- Referrals for Adult Mental Health Services increased by 21 and Child Welfare and Parent Support Outreach increased by 11.
- Reports of child maltreatment increased by 120.
- Social Services Lead Workers handle the majority of the intake responsibilities, collecting information to allow the teams to determine eligibility for programs and make appropriate screening decisions.

Child Protection Screening

- Reports with allegations of maltreatment must be screened within 24 hours.
- Screening criteria is set by statute and guidance from the Department of Human Services.
- The child protection screening team meets a minimum of 30 minutes per day and twice on Friday to meet this standard.
- When a report of imminent harm is received, the screening team is convened immediately.
- Reports that are received after hours are screened by the on call worker and the on call supervisor.

Assessments/Investigations by Year



	Family Assessments	Family Investigations	Facility Investigations	Total
2018	177	67	7	251
2019	208	51	9	268
2020	175	38	2	215
2021	179	42	4	225
2022	152	52	4	208

Performance Measure

For all screened in child maltreatment reports closed during the year, what percentage of alleged victims were seen in face-to-face visits within the time limit specified by MN State Statute.

- Performance Standard: 100%
- Observed Performance: 89% (234 out of 263 children)
- Training and Turnover impacted this data point.
- Observed Performance for current employees: 95%

- Steps to improve:
  - When assignment is made, an email is sent to the assigned worker highlighting the required time to initial contact.
  - Increase oversight.
  - Training protocol for new staff provides increased shadowing requirements and documentation reviews.
  - Daily checks with assessment team about contact with new cases.

On Call Child Protection Worker

On Call Procedure

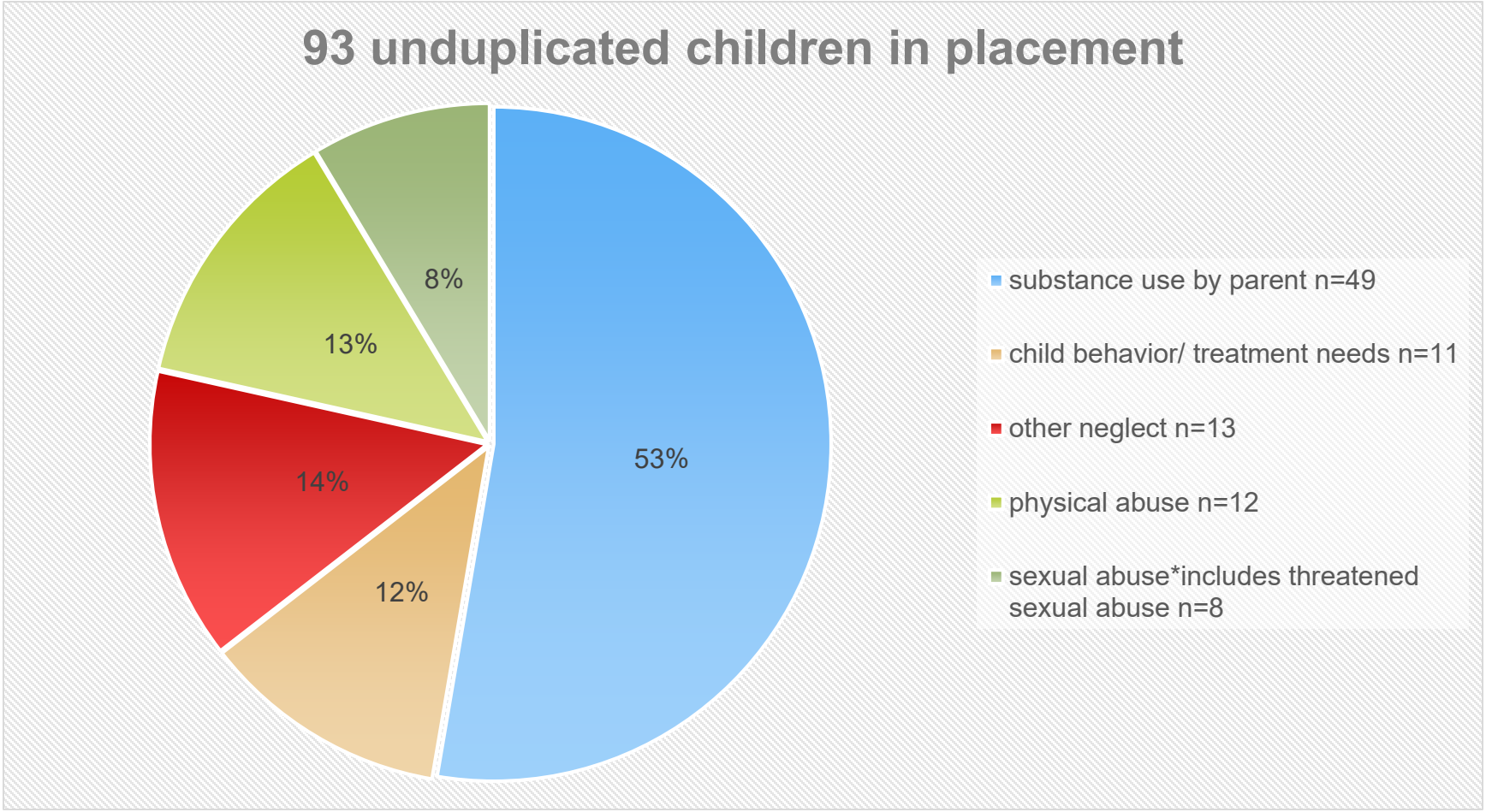
- Each child protection social worker has their own work cell phone that is used for on call. Dispatch has the master calendar of on call social workers, on call supervisors, and crisis foster care contacts.
- An email is sent each week to law enforcement chiefs, GCSO Investigation Captain, GCSO Dispatch, GCSO patrol, RWPD Investigation Sergeant, and RWPD patrol announcing the on call worker with their direct number. Information about special schedules- like holidays- are included in the email.
- New tracking forms were introduced and used this year.

There were 85 total calls on the on-call phone in 2022.

- 21 were new child protection reports.
- 61 involved active child protection cases.
- 3 involved vulnerable adults, substance use, or adult mental health issues.
- Primary concerns were mental health crises, parent child conflict, and neglect concerns.

Children in Placement 2022

sorted by primary reason for initial placement



Performance Measures- Placement

All children in out of home care during the given period, a face to face contact is required between the social worker and child when the child is in care for the full month.

The performance standard is 95% or greater.

- In 2020, Goodhue County was at 85.9%.
- In 2021, Goodhue County was at 91.5%.
- **In 2022, Goodhue County achieved 96%!**
- The Goodhue County Child Protection Case Managers have been working diligently to meet this standard, sometimes being on the road for more than 10 hours in a day.
- Our case management team achieved this goal even though we had only five case managers for a portion of the year.

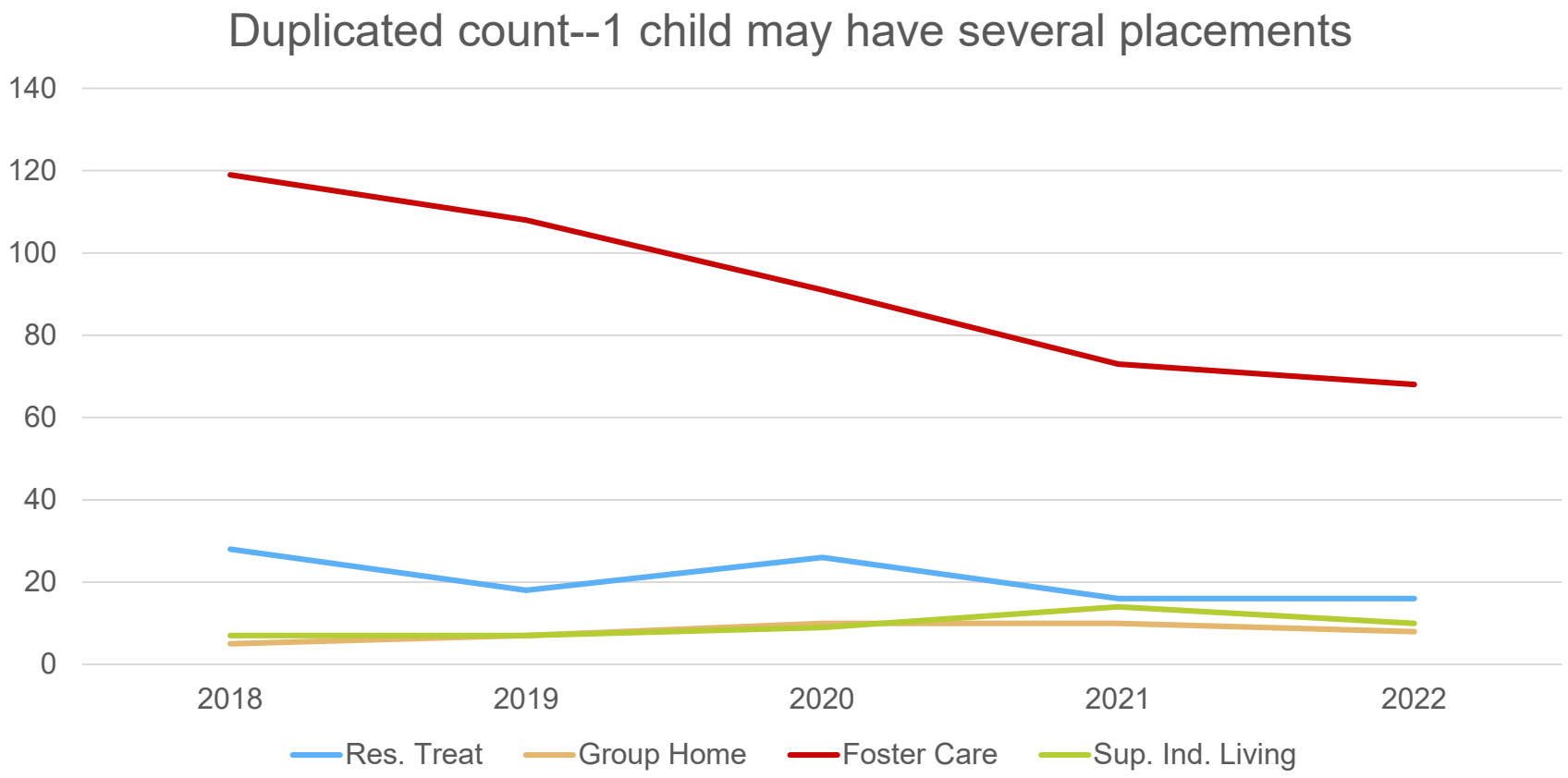
Performance Measure

The percentage of all days that children were in a family foster care setting that were spent with a relative during a given period

- Performance Standard: 35.7%
- Goodhue County: **42.7%**

- MN Statute requires that relatives are not only given consideration for placement, but that the agency will work to assist relatives and kin to become eligible, licensed placement options.
- Kinship placement allows a child to be placed with a relative or family friend to sustain cultural traditions and support family connections.
- Kinship placements require more support due to education and training required for foster care licensure as a family is facing a crisis.
- Eleven children and youth were in kinship placements in 2022.

Children in Placement by setting 2018-2022



Successful Transition to Adulthood for Youth (STAY)

- Extended Foster Care or Supervised Independent Living allow youth who turn 18 while they are in foster care to continue to receive support from Goodhue County Health and Human Services until they turn 21.
- Ten youth are receiving this support in areas like job search, education planning, budgeting, housing, and mental health.
- Some youth choose to remain in their foster care setting.
- Some youth choose to set up an independent living plan that is supervised by their case manager.
- Goodhue County Social Services works with Rise Up Red Wing to provide independent living skills training for this population.
- When youth are discharged from services, they often have high school diplomas or equivalency (GED), full time jobs, stable housing, and savings.

Permanency Outcomes in 2022

Permanency Outcome	Percentage of Children in Placement During 2022 *rounded to the nearest whole number
Reunification with primary parent n= 16	17%*
Adoption n= 8	9%*
Transfer of Legal Custody to agency or relative n= 5	5%*
Working toward permanency as of 12/31/22 -Trial Home Visit Status n=2 -Pre-adoptive n=5	8%*

Performance Measure- Permanency

- MN Department of Human Services measures the amount of time that is required to achieve permanency for children in out of home placement.

- Performance Standards
  - Permanency achieved within 12 months: 40.5% **GC= 42.4%**
  - Permanency achieved 12-23 months: 43.6% **GC= 72.2%**
  - Permanency achieved within 24 months: 30.3% **GC= 33.3%**

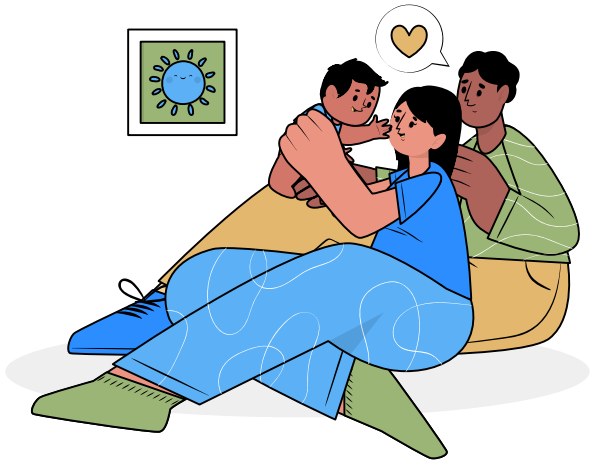
Family First Prevention Services Act FFPSA

- We have completed our first full year of implementation using Qualified Residential Treatment Placements (QRTP).
- Parents are participating in the Juvenile Placement Screening Team, advocating for their family's needs.
- We are working with courts to ensure the appropriate reviews and judicial findings are made within the required timelines.
- Challenges have included educating our therapeutic providers about the requirements for QRTP, ensuring that community resources have been utilized, and working with the facilities to ensure that adequate support is available to the child and family at discharge.

FFPSA- Prevention Services

- In 2021, Goodhue County Health and Human Services identified a lack of parenting education and support for families with school age children (ages 6-12).
- After reaching out to community agencies, GCHHS found limited parent support groups, mostly virtual, and no in person educational opportunities for parents with children in this age range.
- Several curricula were reviewed and “The Incredible Years”, an evidence based parenting education program, was selected.
- A GCHHS staff member completed training and is implementing the in-home parenting skills program with three families, who have an identified need of “Parenting Skills”.
- GCHHS worked with graduate students at the University of Minnesota Humphrey School of Public Affairs to help us develop a plan to evaluate our implementation of this program.

Incredible Years Program



Goodhue County

To address the lack of parenting education resources for school aged children

Incredible Years

An evidence based program for parents, children, and teachers that aims to prevent and treat children's behavioral problems and promote their social, emotional, and academic competence

IY Offers Three Training Programs for Parents:
Baby/Toddler (1 month - 2 years)
Preschool (3-5 years)
School Age (6-12 years)

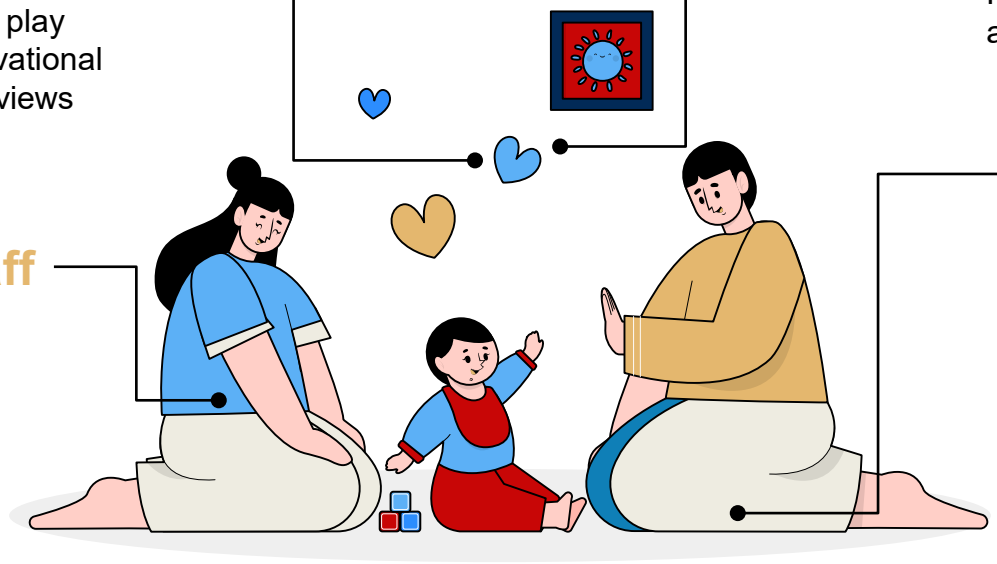
Staff, Participants, and Activities

Activities

- Video instructions
- Homework tasks
- Role play
- Motivational interviews

Budget

- Child Protection Opioid Epidemic Response allocation



Staff

- Social Service Supervisor
- Case Aid (IY Trainer)

Participants

- Two families at risk for out of home placement with parenting skills as an identified need.

FFPSA- Prevention Services

- The Parallel Protection Process allows families, their attorneys, social workers, guardians ad litem, and the county attorney to meet outside of court to share information and strive to reach a settlement agreement to help families successfully navigate the child protection court process.
- Family Group Decision Making and Case Planning conferences are used to increase family engagement not only by parents but also extended family members and the family's natural support network.
- These processes help ensure family's understand the child protection system and ensure they are participating in planning for next steps.
- In 2022, GC completed nine parallel protection process conferences and nine case planning conferences.

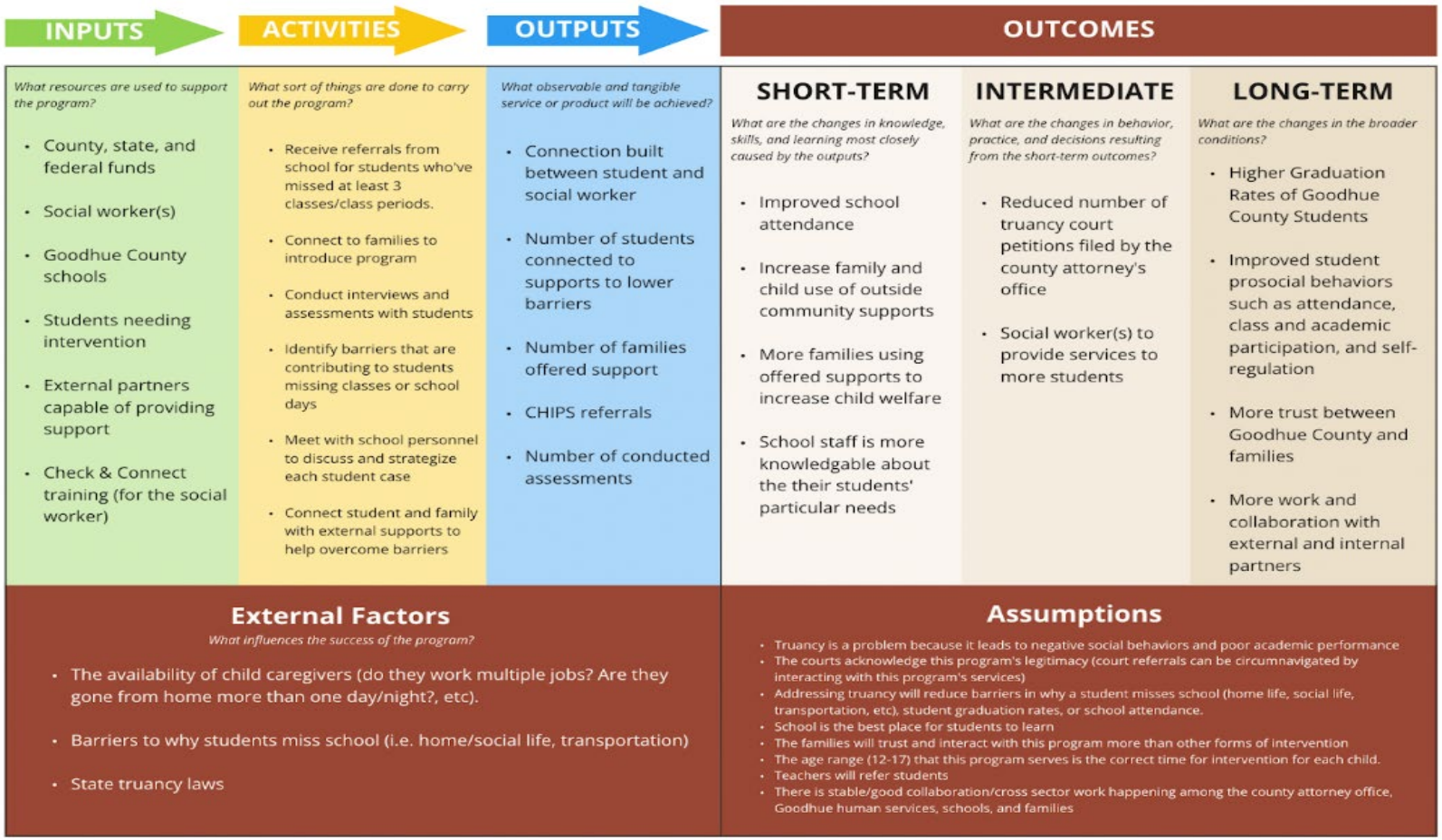
Parent Support Outreach Program

- The Parent Support Outreach Program (PSOP) is an early intervention program providing short-term voluntary support for at-risk children and families identified through screened out child maltreatment reports, community or self-referrals.
- Our PSOP case manager balanced a caseload of assessment and case management services of between 35-64 throughout 2022.
- The Early Childhood Social Worker, a shared position with the Goodhue County Education District, began providing PSOP services in the fall of 2022, increasing support to families at risk of maltreatment and out of home placement.

Truancy

- In August, 2021, GCHHS, the Goodhue County Attorney's Office, and the Goodhue County Education District worked together to make a plan to address truancy.
- GCHHS added a county agency social worker to focus on school attendance.
- The truancy caseload has consistently been over 40.
- In the fall of 2022, GCHHS worked with graduate students at the University of Minnesota Humphrey School of Public Affairs to help us evaluate the effectiveness of this shared position and the interventions implemented.
- The Goodhue County Family Collaborative has continued this work by engaging all school districts within Goodhue County, parents, youth, and the Goodhue County Attorney's Office in a truancy workgroup.

Goodhue County Health and Human Services: Truancy Intervention Logic Model



Licensing- Family Child Care

- One licensing social worker manages all family child care licensing duties- processing new applications, providing orientation, compliance with licensing regulations, annual home visits, and responding to reports of concern.
- DHS requires licensors to use ELICI, an electronic information management tool that is connected to the MN Licensing Look Up website, allowing families to have information about the status of a provider's license.

Licensing- Foster Care

- One foster care licensor carries a caseload of over 100 cases including Child Foster Care, Kinship Care, Adult Foster Care, Community Residential Setting, Child Welfare, Adoption/ Guardianship, and Interstate Compact referrals.
- The Rule 13 Audit completed in 2022 noted the competency of our licensor and her understanding of the regulations of each of these program areas.
- DHS staff also noted documentation deficiencies and we have implemented a plan to improve this by sending the home study documentation to DHS prior to the request for a license. However, delays with the review by DHS has created challenges.

Summary

- In 2022, Goodhue County Health and Human Services increased our utilization of family engagement tools including the parallel protection process, case planning conferences, in-home parenting skills, and family participation in the placement screening team.
- Goodhue County Health and Human Services caseload size is above recommended best practice guidelines and this could impact our ability to meet performance measures in the future.
- We continue to build partnerships to meet the needs of the family's we serve.
- Our dedicated and experienced staff members help families navigate challenges with compassion and skill!

- Questions? Thank you!

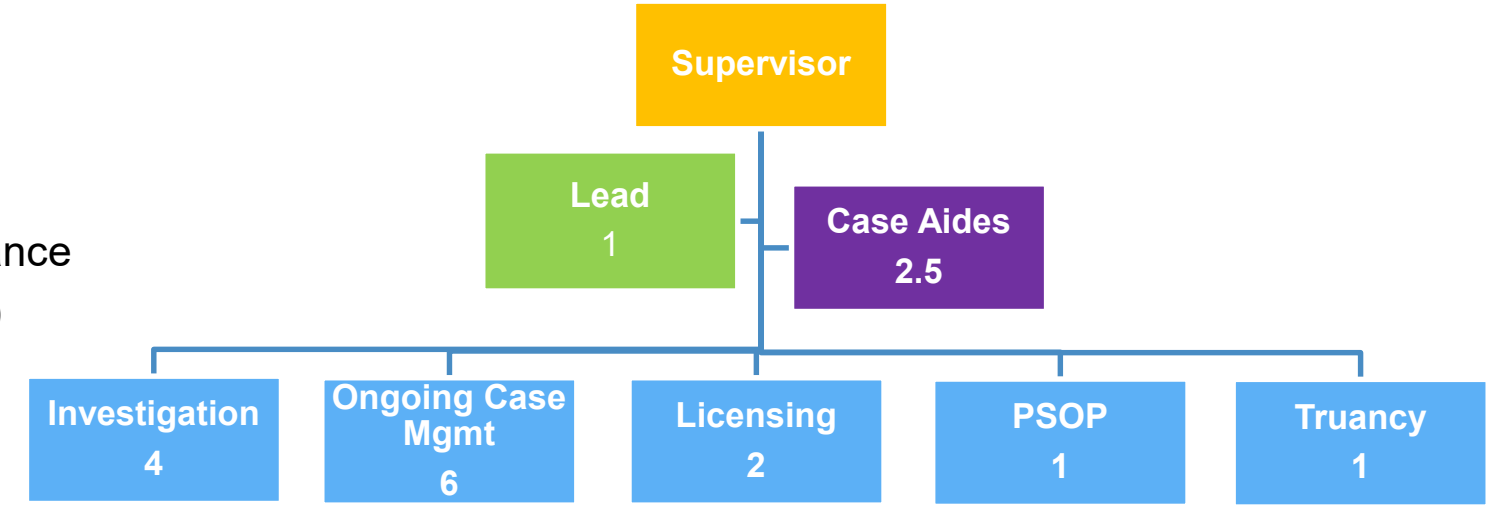
Health and Human Services Redesign

Waiver/Social Services

CURRENT STAFFING PATTERNS

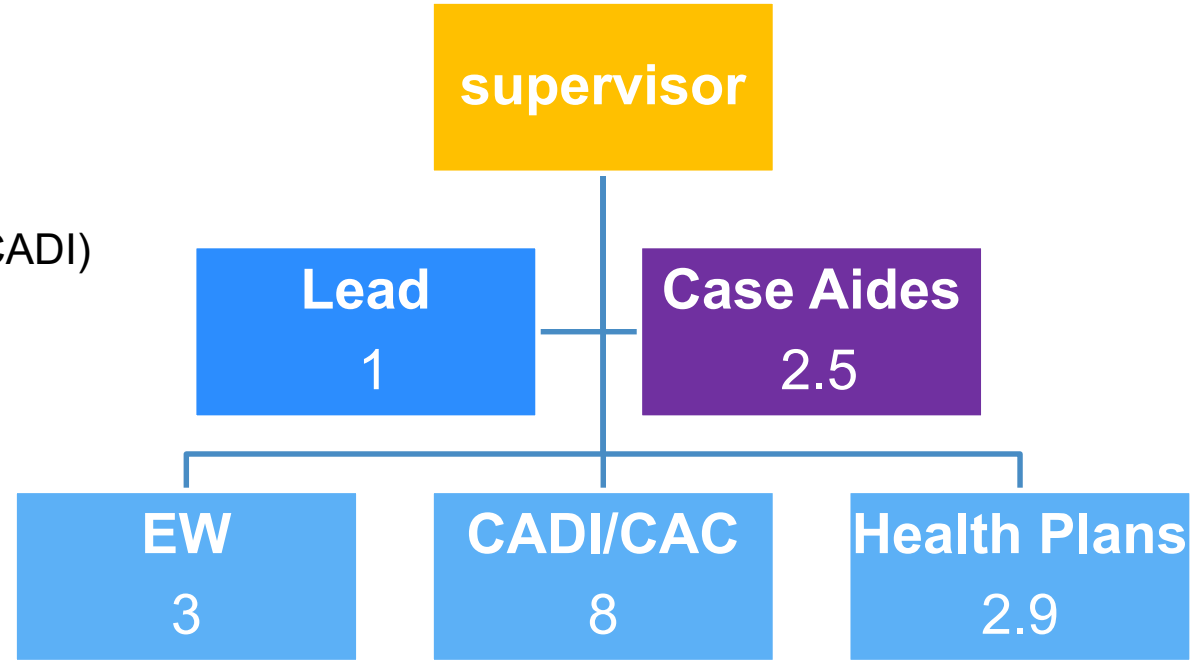
Child and Family Services

- **18 total**
- **17 staff (16.5 FTEs)**
  - Intake
  - Child Protection (CP) assess
  - All Indian Child Welfare Act (ICWA) compliance
  - MN Indian Family Preservation Act (MIFPA)
  - Ongoing CP
  - Adult/child foster care licensing
  - Adoption
  - Child care licensing
  - Parent Support Outreach Program (PSOP)
  - Truancy
  - Coordination for Children Mental Health (CMH)
  - Placement team/Collaborative Intensive Bridging Services (CIBS) referrals
  - Grant management



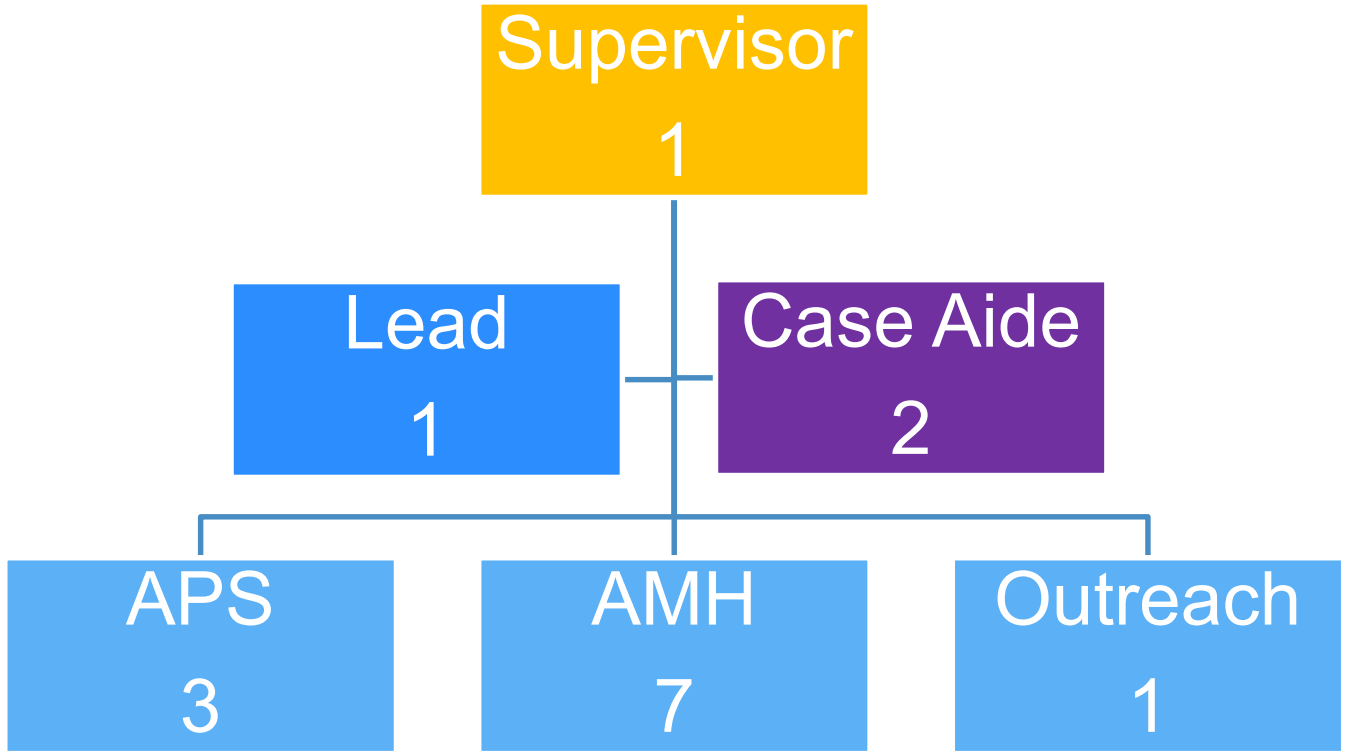
Home and Community Based (WAIVER) Services

- **18 total**
- **17 staff (16.4 FTEs)**
  - Elderly Waiver (EW)
  - Community Alternative Care Waiver (CAC)
  - Community Access for Disability Inclusion Waiver (CADI)
  - Developmental Disabilities Waiver (DD)
  - Brain Injury Waiver (BI)
  - South Country Health Alliance (SCHA)
  - Blue Plus
  - MnCHOICES Assessment and Support Plan



Adult Services

- **15 total**
- **14 staff (14 FTEs)**
  - Social Services Intake
  - Mental Health Case Management
  - Adult Protection
  - Guardianship
  - Pre-petition screening
  - Commitment
  - Substance Use treatment
  - Mental health outreach
  - Healthy Pathways
  - Collaboration, Resources, Education, Services, Technology (CREST) Adult Mental Health Initiative
  - Community Support Program (CSP)



WHAT IS GOING WELL

Strengths

- Highly skilled, professional and compassionate staff
- Added several staff positions in past several years
- Employees feel their work is meaningful, morale is positive most of the time, and flexibility is appreciated
- Turnover is relatively low although significant workforce changes have taken place due to retirements the past 10 years
- SCHA is a supportive, collaborative many performance measures
- Ongoing collaboration with the Goodhue County Education District (GCED)
- Use of the Child Protection Opioid Allocation allowed us to begin implementation of in home parenting skills education
- Partnership with Rise Up Red Wing increases support for youth at risk of placement, who are in placement, and who age out of placement
- Collaboration with regional partners on many projects

Some of the Many Strengths

Highly skilled, professional and compassionate staff

Employees feel their work is meaningful, morale is positive most of the time, and flexibility is appreciated

Added several key staff positions in past 10 years

Use of the Child Protection Opioid Allocation allowed us to begin implementation of in home parenting skills education

Many supportive partners throughout community, region and state

Adult Protection Services (APS) 5 day response is 99.6%--above state average

NEEDS AND CHALLENGES

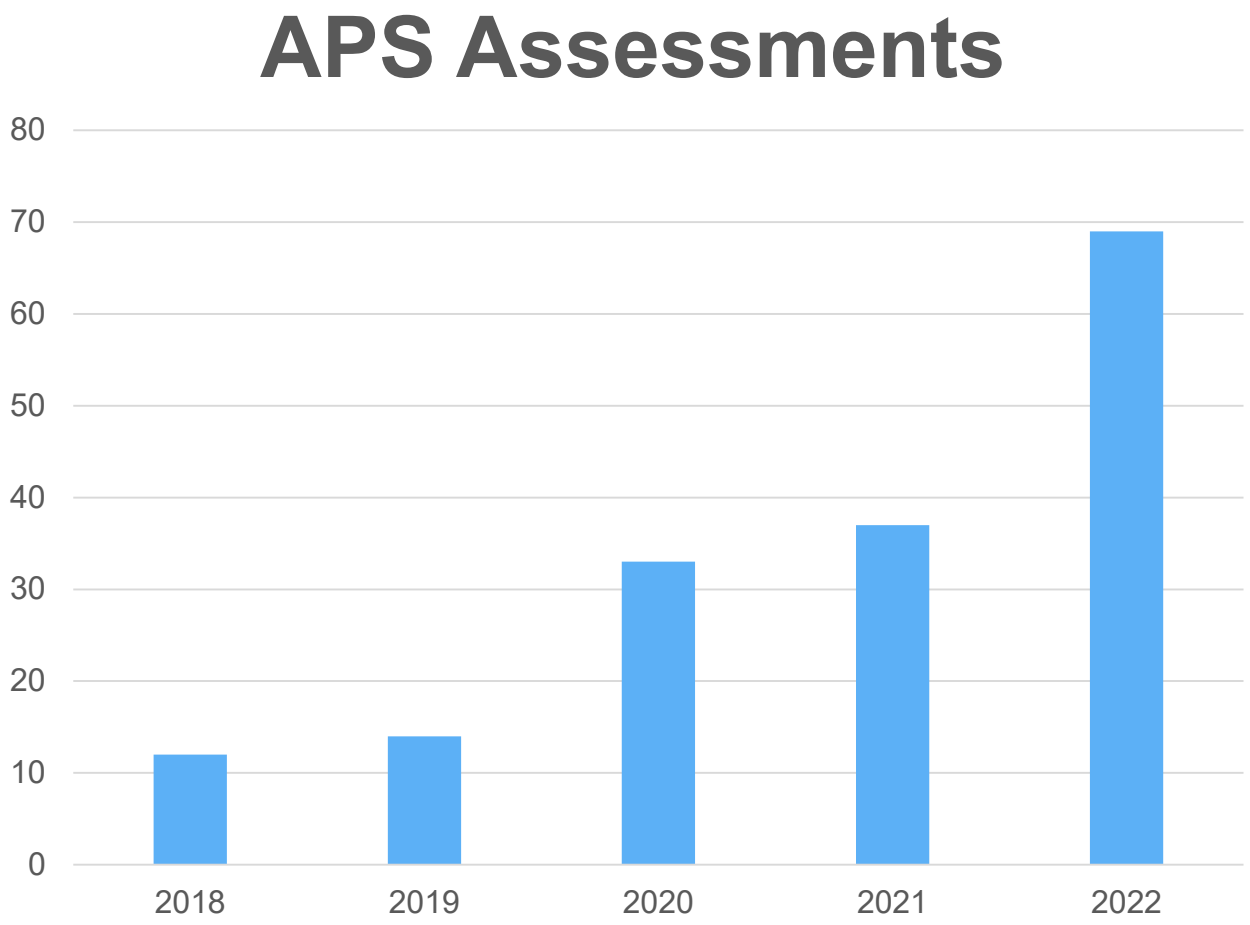
Current & Projected Needs and Challenges in Next 10 Years

Increasing need/ inadequate resources	Opioids	Service delivery models changing	Audits/ compliance	End of 2022, retired/resigned/layoff staff is at **85.59%** turnover since 2011
Aging population	**41%** of waiver / SS staff at HHS 5 years or less	Staffing Recruitment/retention Newer staff need more support and coaching **28%** of staff retiring in 7 years	Increased mental health needs	Financial Inflation/cost of living Public Health emergency ending-people going off benefits FFPSA

Increasing Number/Complexity of Programs

Each unit is responsible for large number of programs and clients with growing requirements, audits, and penalties

- Large caseloads results in longer wait times for services, less responsiveness
- Blue Plus added in 2023
- ICWA requirements expanded, audits more intensive
- Foster care licensing/child care licensing requirements expanded
- MnCHOICE assessments are more detailed
- More waivers, more requirements in each waiver
- Documentation requirements have grown substantially in all programs
- Child protection on call requirement added in 2017
- Family First Prevention Services Act (FFPSA) went into effect in 2021



Increase in Adult Protection Assessments (APS)

- Adult Protection Assessments have increased by over 400% in the past 5 years.
- The training and requirements around APS have grown tremendously
- A lot of legislative changes to follow, updates in assessments and process
- Increased oversight from Department of Human Services (DHS)
- A lot of financial exploitation cases are VERY time consuming-lots of coordination with law enforcement and County Attorney's Office

Increase in Pre-Petition Screens for Commitments

81 **The number of clinical assessments of a person who is at risk of being committed** (pre-petition screenings), based on mental illness, chemical dependency, or developmental disabilities in 2021. This was up from 47 in 2020.

- In 2021, we saw a very large increase in requests for pre-petition screenings for civil commitment. This was about double what those #'s have been.
- In 2022, we still saw an increase in these requests.
- Not all pre-petition screens result in civil commitment-still very time consuming.
- People under civil commitment are a danger to themselves or others or unable to care for themselves due to mental illness and/or chemical dependency.
- There are more complexities in finding placements within the mental health systems for people under commitment-long waits, time consuming for staff.

Social Services Caseload Sizes

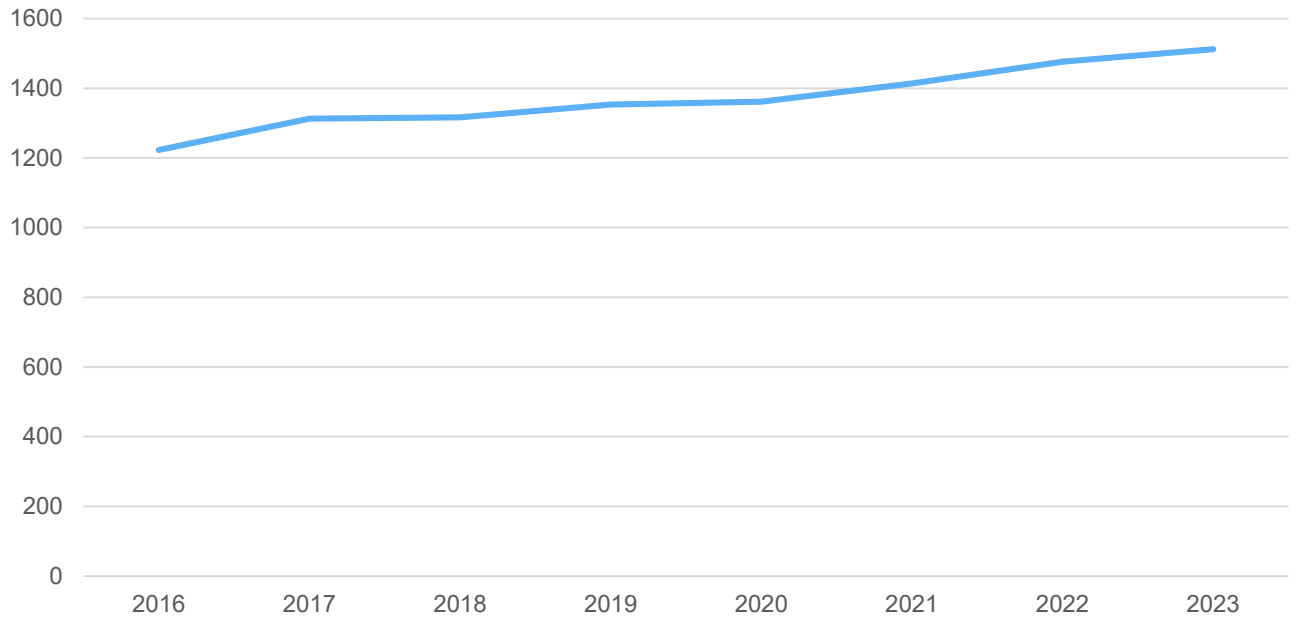
Caseload Type	Best Practices Caseload Size MN DHS recommendations	Goodhue County Caseload Size 2022 Average
Parent Support Outreach Program (PSOP)	15 15-25 (Statewide Average)	35-50
Child Protection (CP) Case Management	10	13
Child Welfare Case Management	15	52-69
Adult Mental Health Case Management * *It's important to note that our caseloads #'s are more than AMH-they are also APS, PPS, Commitments, etc. which are more time consuming*	30	25-45

Waiver Caseload Sizes Beyond Recommendations

**GCHHS caseloads are the highest in SE MN - Region 10*

	Goodhue County 2021	Goodhue County 2022	SCHA recommended sizes	Blue Plus recommended sizes
Under 65 waiver	71	70	50	40
Elder Waiver	58	62	50	40
Care Coordination	166	175	100	75-100

Open Cases



Continued Increases in Referrals for Home and Community Based Services (WAIVERS)

The caseload sizes on our Home and Community Based Services Team and SCHA team have been steadily increasing over the past 8 years:

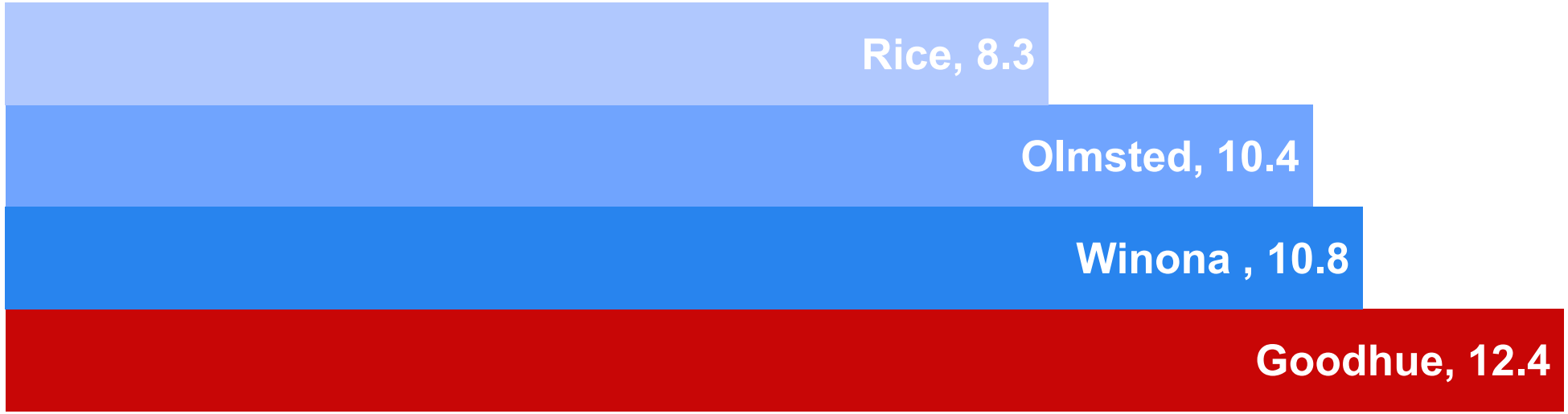
- **2016 1223 cases**
- **2022 1512 cases**

Audits are Increasing in Frequency; GCHHS is Struggling to Meet Audit Standards

- ICWA
- Foster Care Licensing
- Child Care Licensing
- Child and Family Services
- Human Services Performance Management
- South Country Health Alliance
- Blue Plus

Goodhue County Opioid Data

2016-2019 Fatal Drug Overdose Rate (Per 100,000 People)



Source: Minnesota Department of Health

Staff Support, Training, and Coaching

- With significant changes with our HHS workforce, programs, and customer needs the last 10 years, all staff, and especially our newer staff need more robust supervisor and lead training, support, and coaching
- In order to retain staff, all staff need to feel supported by their supervisors and teams, and adequately trained to ensure high quality workforce and service delivery skills
- Currently the supervisors and leads have so many duties and/or high caseloads that staff training is a challenge
- **28%** of waiver/social services staff will retire in next 7 years
- **41%** of waiver / SS staff at HHS 5 years or less

On Call Expectation

- In 2017 the State of Minnesota began requiring Child Protection agencies to be on call 24/7, which includes a requirement for a supervisor be available
- On call workers are paid to carry the on call phone, and go on the clock when they take calls. Supervisors receive no compensation.
- Being on call requires an extensive knowledge of CP mandates, so other supervisors can’t fill in without frequent, in-depth training Currently the CP supervisor is on call 26 weeks/year
- GCHHS does not have an ongoing system to compensate supervisors for on call time

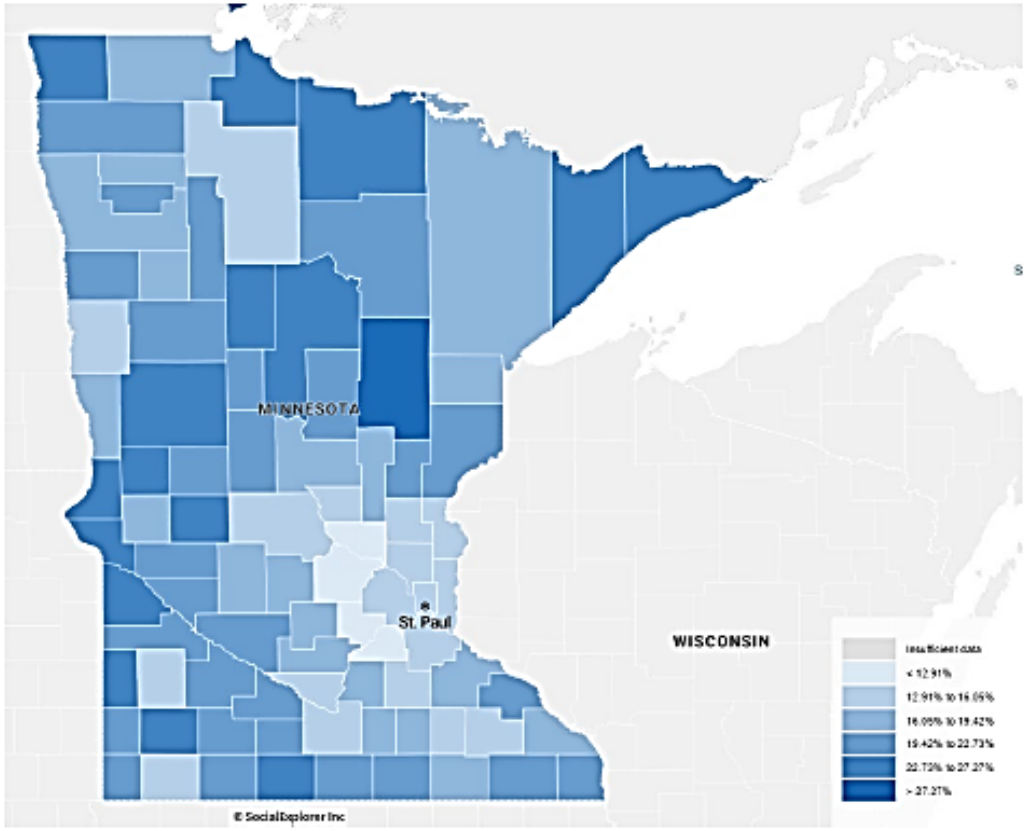
Supervisor Recruitment and Retention

- GCHHS has had 5 supervisors take voluntary demotions in the past 7 years
- Many staff who are qualified to apply for leadership positions decline due to uncompensated hours, unrealistic workloads, and less flexibility
  - A 2% increase to be a supervisor isn't enough incentive for most
  - Many supervisors struggle to take vacation time, often work over 40 hours
- Many HHS supervisors are burned out and exhausted

Aging Population will Continue to Increase Referrals

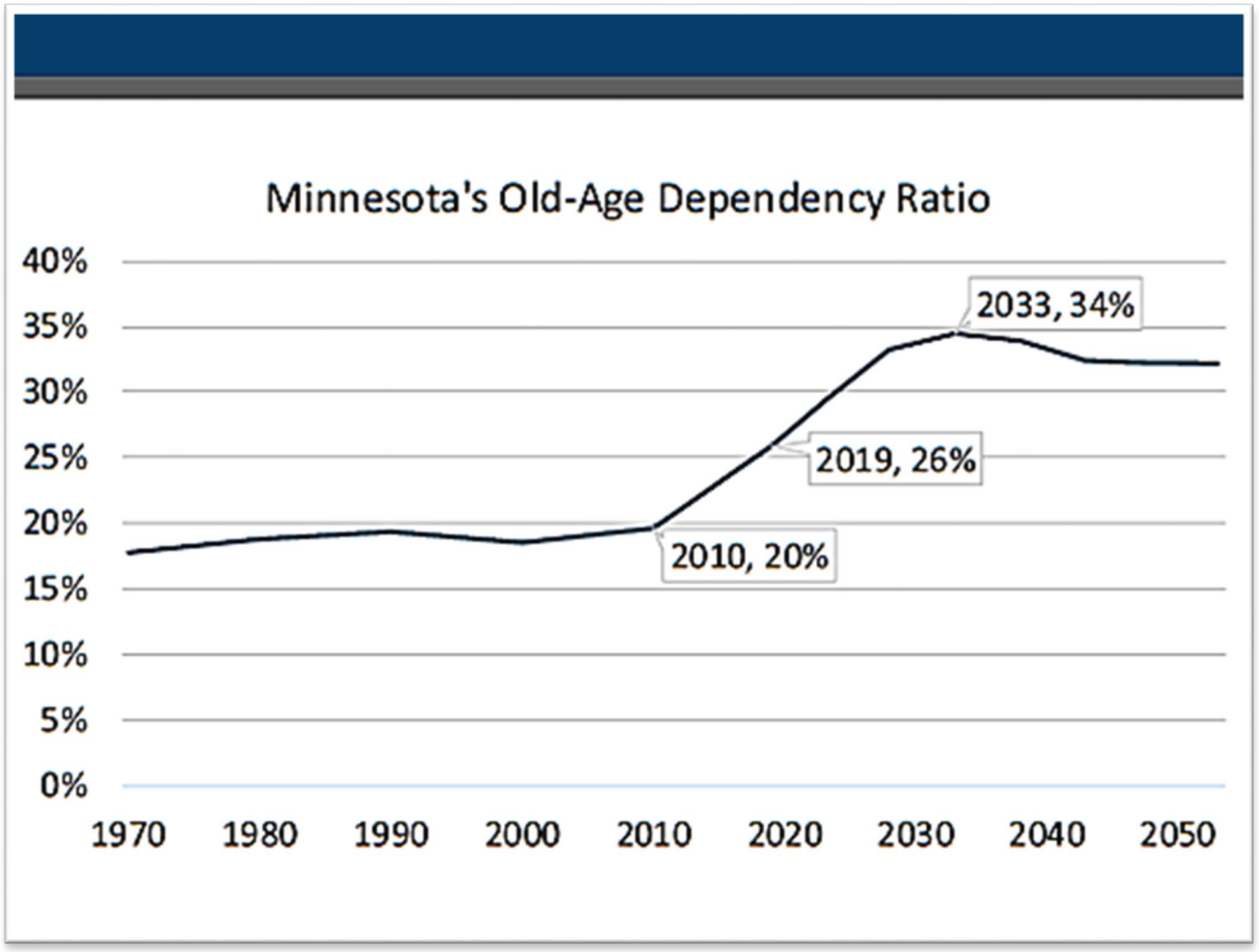
Freeborn	22.8%
Houston	22.8%
Wabasha	22.2%
Fillmore	21.6%
Goodhue	**20.5%**
Steele	18.5%
Mower	18.3%
Winona	18.2%
Rice	16.2%
Olmsted	16.1%
Dodge	15.4%
Dakota	15.3%

Rural Minnesota counties experience aging earlier, more acutely than metropolitan areas



	County	Percent 65+
1	Aitkin	32%
2	Cook	27%
3	Lac qui Parle	27%
4	Lake	26%
5	Big Stone	26%
6	Murray	25%
7	Cass	25%
8	Hubbard	25%
9	Traverse	25%
10	Lincoln	25%
11	Koochiching	24%
12	Kittson	24%
13	Pope	24%
14	Lake of the Woods	23%
15	Otter Tail	23%

Source: 2015-2019 U.S. Census Bureau data



Minnesota's Old Age Dependency Ratio

- Number of individuals age 65 and over per 100 people of working age (20-64).
- This represents a major change in how our society functions and the availability of people to care for the aging population.
- *This will continue to impact our waiver referrals for many years.*

Occupation Group	Number of Job Vacancies	Vacancy Rate	Median Wage Offer
Home Health and Personal Care Aides	9,259	9.0	$ 13.3
Nursing Assistants	6,001	21.2	$ 15.5
Orderlies	35	5.4	$ 16.4
Occupational Therapy and Physical Therapist Assist	88	3.7	$ 15.0
Occupational Therapy Assistants	35	5.9	$ 13.8
Physical Therapist Assistants	47	3.2	$ 15.7
Physical Therapist Aides	6	1.8	$ 14.5
Other Healthcare Support Occupations	1,777	7.9	$ 19.2

Source: Minnesota Department of Employment and Economic Development, Job Vacancy Survey Q2 2021

Lack of Caregivers

- There are not enough home care providers or congregate care providers. The “silver tsunami” created by the baby boomers turning 65 is here.
- Home and Community Based services can mean the difference between people living in their homes safely vs living in a nursing home.
- *The lack of providers means that our waiver staff have to spend more and more time trying to find services to meet our clients needs and live as independently as possible.*
- *The lack of caregivers can also impact Adult Protection reports, because more adults are living in the community without the supports they need to be safe.*

REDESIGN PLAN

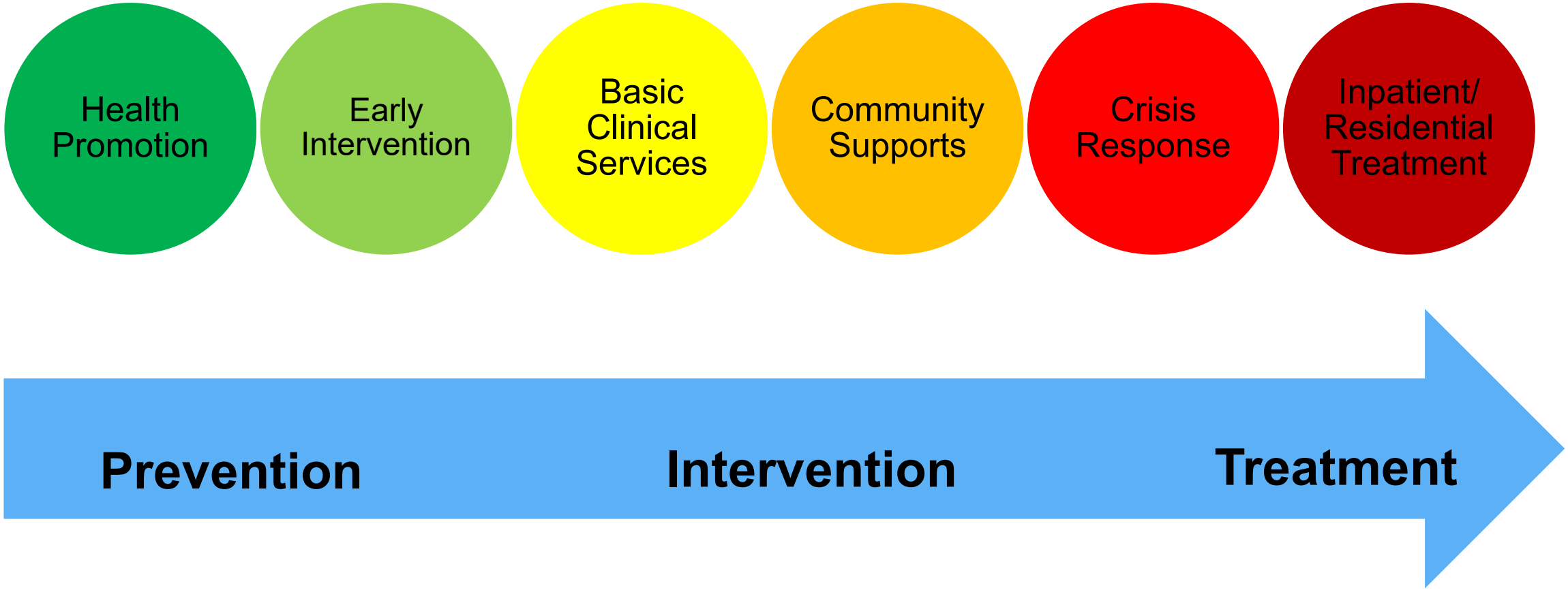
Goals of Redesign

Reduce number of programs and customers served in each unit			
Enable supervisors to provide more support and training	Goal supervisor to staff ratio 1:10	Allow for better specialization to enhance service, reduce wait times	Improve compliance with documentation

Goals of Redesign

Reinforce Staffing Structure Wisely			
Increase case aide support for all units	Invest in cost effective, evidence based early interventions	Be creative and efficient with resources and utilize best practices	Increase community engagement, shared power, consumer voice

Mental Health Continuum of Care



Early Intervention = High Return On Investment

https://www.firstthingsfirst.org/early-childhood-matters/investing-in-early-childhood/

Research by Nobel Prize-winning economist James Heckman showed that every $1 invested in quality early childhood programs can yield returns between $4 and $16.

Expand Capacity Across the Continuum

Have a strong and focused presence on prevention, health promotion, protective factors, early intervention

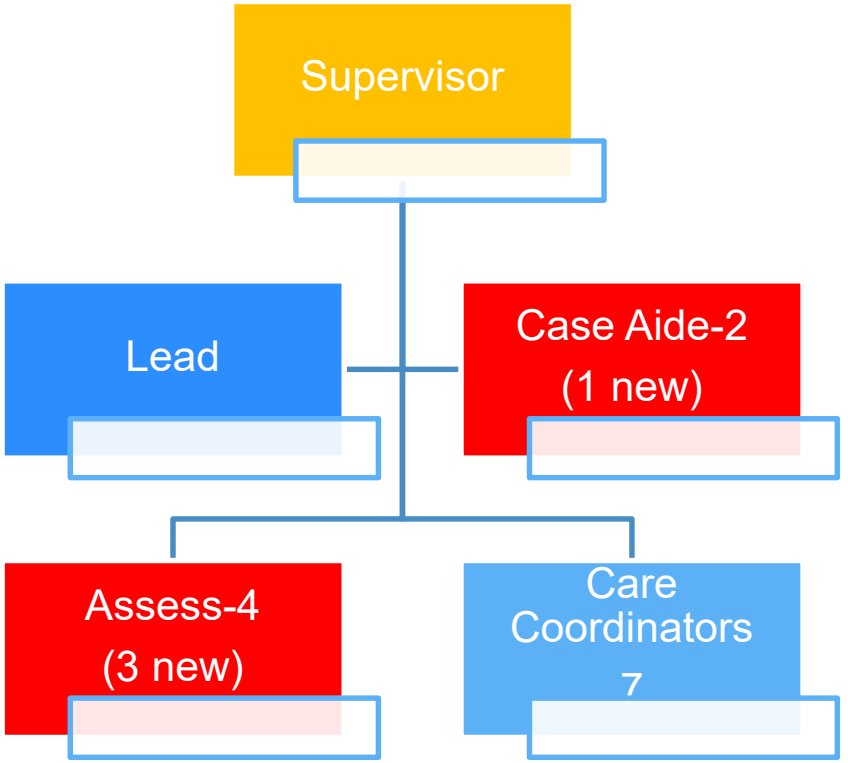
Bolster our basic clinical services and community support

Ensure adequate crisis services

Home & Community Based Services Unit

- 1 supervisor/1 lead
  - 3 new MnCHOICES assessors
  - Allows for specialized assessors
- 2 case aides
  - 1 new case aide
- **14 staff (15 including supervisor)**

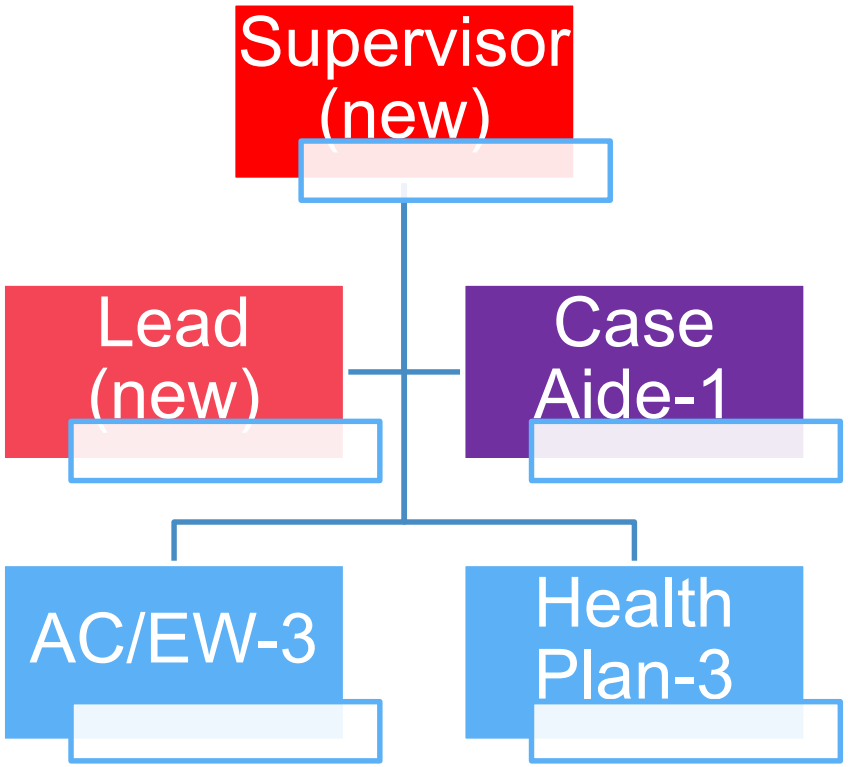
- **Programs**
  - MnCHOICES assessments to determine waiver eligibility
  - CAC, CADI, BI, DD waivers



Elderly Waiver and Health Plans Unit

- 1 supervisor/1 lead
  - Both new
- 1 case aide
- **8 staff (9 including supervisor)**

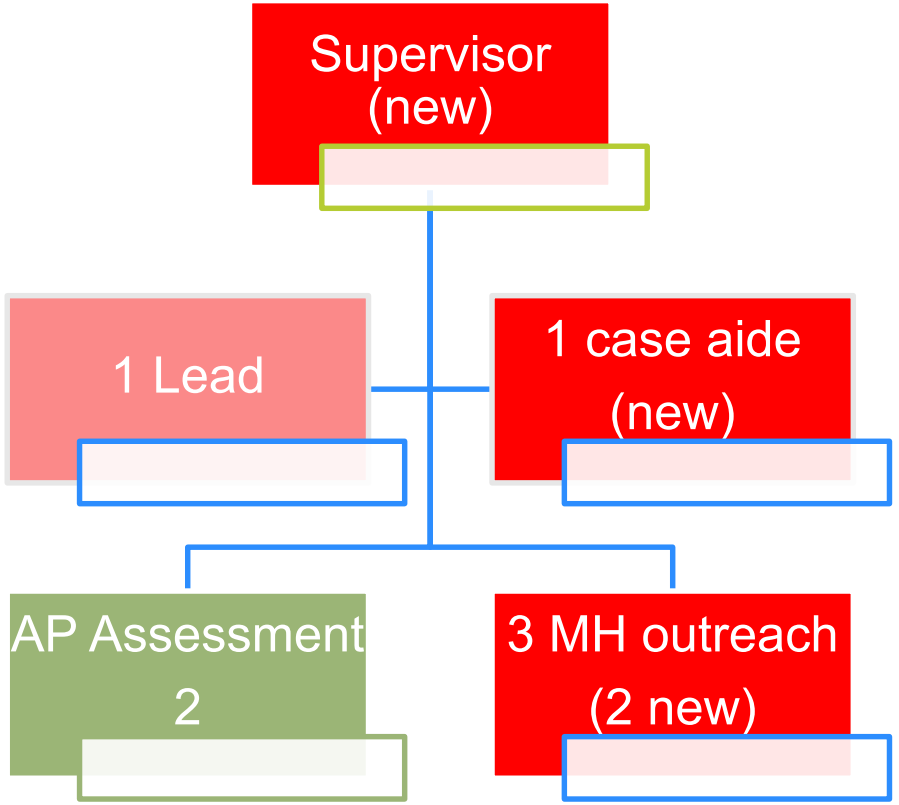
- **Programs**
  - Elderly waiver assessment and care coordination
  - Health Plan coordination—SCHA and Blue Plus



Intake/Adult Protection Assessment Unit

- 1 supervisor
- 1 lead (internal promotion)
- 5 social workers
  - 2 APS
  - 3 Intake/MH Outreach
- 1 case aides
- **7 staff (8 including supervisor)**

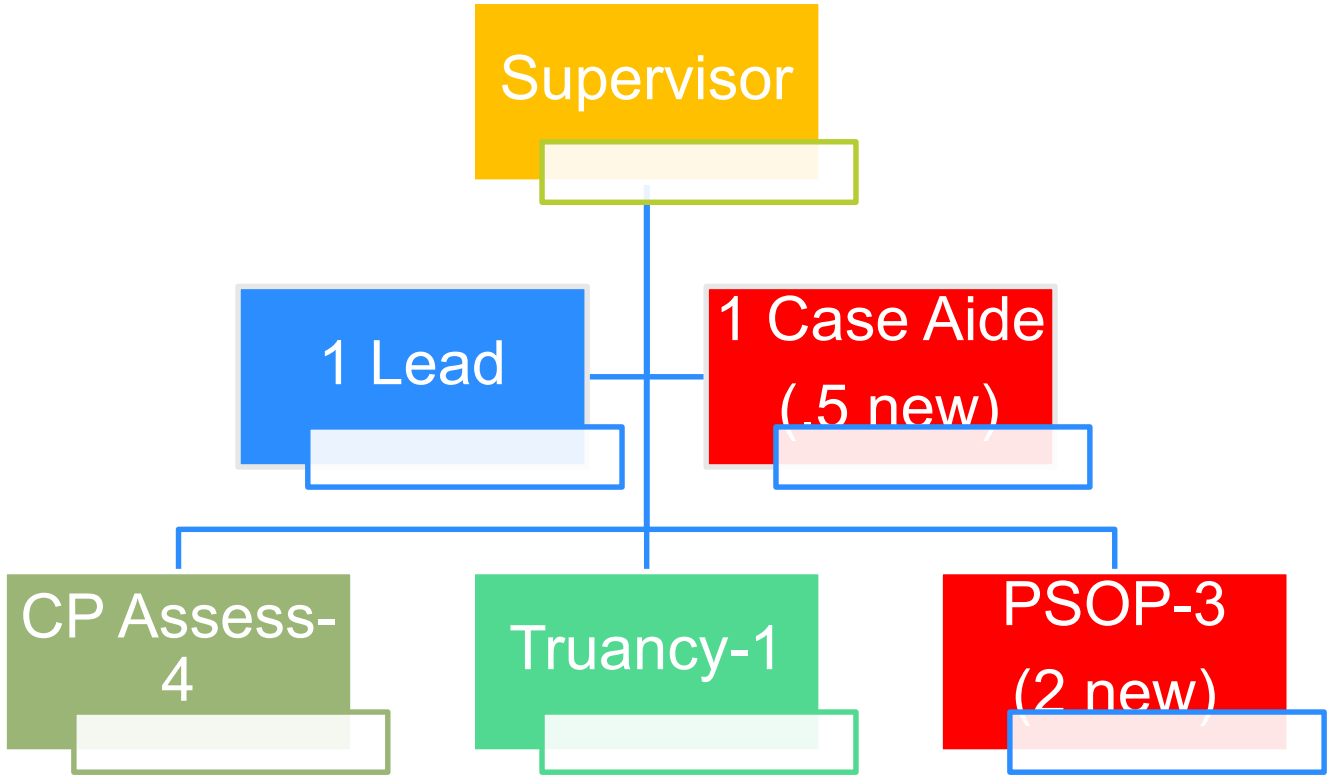
- **Programs**
  - Social Services Intake
  - Adult Protection Assessment
  - Mental Health Outreach
- Programs focused on “front end” service
  - frequent screening, rapid response, assessing risk



Intake/Child Protection Assessment Unit

- 1 supervisor/1 leads
- 1 case aides
- **10 staff (11 including supervisor)**
  - 2 new intake/PSOP workers
  - Add .5 case aide

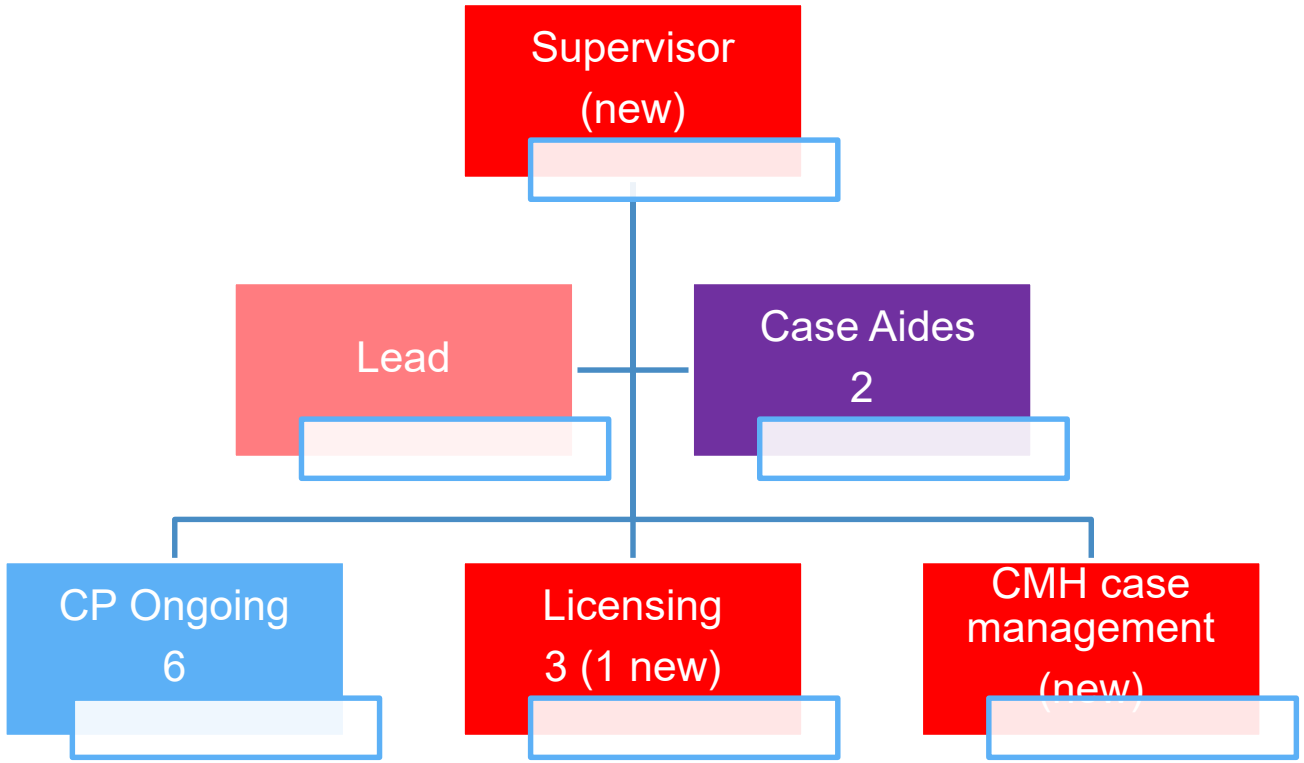
- **Programs:**
  - Social Services Intake
  - Child Protection Assessment
  - Parent Support Outreach Program
  - ICWA/MIFPA
- Programs focused on “front end” service



Child and Family Services Unit

- 1 supervisor/1 lead
  - New supervisor
  - Internal promotion for lead
  - New licensing worker
  - New CMH
- 2 case aides
- **13 staff/ (14 including supervisor)**

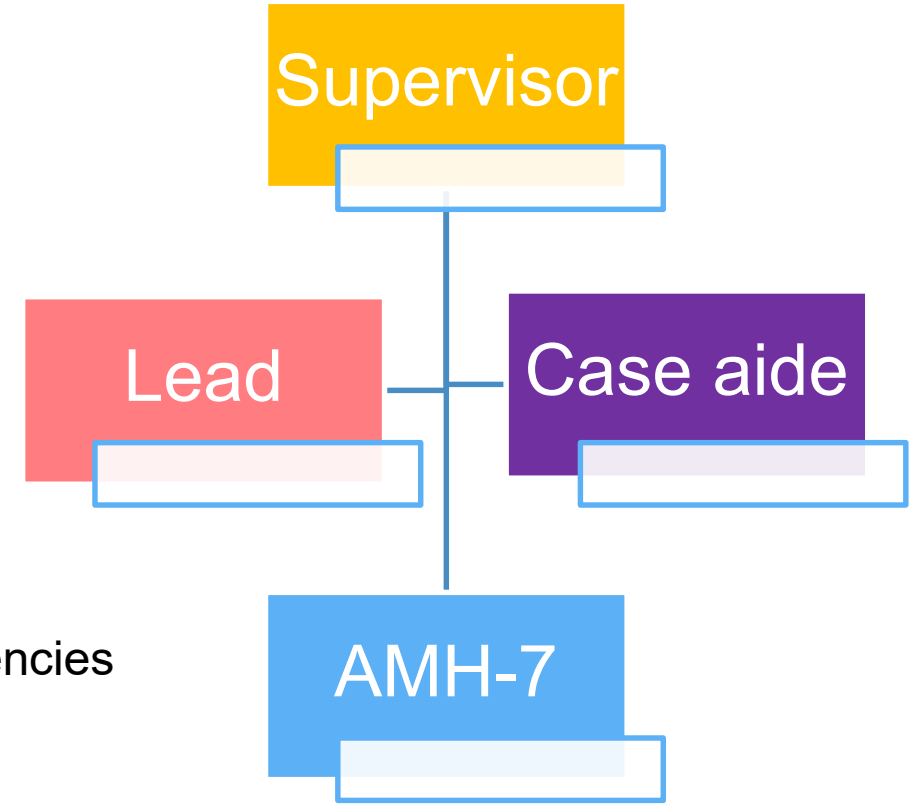
- **Programs**
  - Ongoing CP case management
  - Child care licensing
  - Child and Adult Foster Care Licensing
  - Adoption/permanency
  - Truancy
  - Residential placement team
  - ICWA—inquiry, active efforts
  - Criminal Justice Imitative (CJI) team
  - CMH (shared with Adult Mental Health Supervisor)



Mental Health Case Management Unit

- 1 supervisor/1 lead
  - Internal promotion for lead
- 1 case aide
- **9 staff (10 including supervisor)**

- **Programs**
  - Pre-petition screening
  - Mental health commitments
  - Adult mental health case management
  - Children's mental health case management
  - Coordination with contracted Mental Health agencies
  - Healthy Pathways



Mental Health Case Management Unit

- Programs
  - Pre-petition screening
  - Mental health commitment
  - Adult mental health case management
  - Children's mental health case management
  - Coordination with contracted MH agencies

- Programs focused on supporting people with clinical mental health diagnoses
- Clinical consultation by licensed MH professional
- Allows for more coordination with local and regional MH agencies and collaborations
  - AMHI initiative, Mobile Crisis, SERCC all involve extensive county involvement to ensure success

Total Staffing Increase

50 Waiver/Social Services Staff in **current system** (plus two .5 FTEs supervised in other units)

67 Waiver/Social Services Staff in redesign, plus 3 internal promotions

- 3 supervisors
- 2 case aides (1 CP assess, 1 waiver)
  - 2 current .5 FTEs in other units—admin aide and Healthy Community go to full time in those units
- 4 care coordinators (3 MN Choice assessors, 1 waiver)
- 1 foster care/adoption licensor
- 1 Child and Family Social Worker
- 2 PSOP workers
- 1 CMH worker
- 2 MH outreach
- (3 internal promotions to lead)

17 new staff and 3 internal promotions

Total Staffing Increase

Unit	Supervisor	Lead	Case Aides	SW/CC	Total
HCBS	1	1	2	11	15
Elderly and Health Plans	1	1	1	6	9
Intake/APS	1	1	1	5	8
Intake/CP Assess	1	1	1	8	11
Child and Family	1	1	2	10	14
Adult Mental Health	1	1	1	7	10
Total	6 (3 new)	6 (3 prom)	8 (2 new)	47 (11 new)	**67**

COSTS AND REVENUE OPTIONS

COSTS AND REVENUE OPTIONS

	Social Services/Waivers Staffing Redesign Estimate Cost	
1	Social Services Supervisor Step 5 (Single Health)	$120,836.00
2	Social Services Supervisor Step 5 (Family Health)	$263,982.00
4	Social Worker/Care Coordinator Step 1 (Single Health)	$313,192.00
5	Social Worker/Care Coordinator Step 1 (Family Health)	$447,265.00
2	Case Aide Step 1 (Single Health)	$128,956.00
3	Case Aide Step 1 (Family Health)	$226,899.00
17	New Staff	$1,501,130.00
3	Social Services/Waiver Team Leader existing staff (Step Differential)	$11,733.00
	Social Services/Waiver Staffing Redesign Total Estimated Cost	$1,512,863.00

COSTS AND REVENUE OPTIONS

Revenue to Offset Personnel Cost	
Federal Revenue Reimbursement SSTS/LTSS 15.00%	**($226,930.00)**
Eliminate contracted vendor for non billable CMH-TCM	**($45,000.00)**
1 MH SW billable CMH-TCM net $356@8 clients/month	**($34,176.00)**
1 PSOP SW billable CW-TCM net $332@10 clients/month	**($39,840.00)**
1 Child and Family SW billable CW-TCM net $332@10 clients/month	**($39,840.00)**
3 Waiver MnCHOICES Assessors SCHA 75 clients/year (2.5 hours each)	**($18,007.00)**
1 Waiver Case Manager 25 visits/month (1.5 hours each)	**($44,046.00)**
Current Staffing Revenue generated over budget (Increase Staffing Revenue)	**($980,974.00)** (avg of last 4 years)
County Levy Funding	**$84,050.00**

COSTS AND REVENUE OPTIONS

HHS Staffing Revenues Generated from HHS Board Additional Staffing Solutions Approved 11/21/2017

	Actual	Budget	Revenue generated over budget	HHS Fund Balance
2022	$5,689,754.00	$4,629,350.00	$1,060,404.00	$16,902,784.00
2021	$5,638,507.00	$4,437,027.00	$1,201,480.00	$13,499,131.00
2020	$5,006,183.00	$4,061,896.00	$944,287.00	$11,030,007.00
2019	$5,005,687.00	$4,037,399.00	$968,288.00	$8,422,008.00
2018	$4,757,522.00	$4,027,109.00	$730,413.00	$7,075,964.00
			$4,904,872.00	

COSTS AND REVENUE OPTIONS

HHS Revenues & Expenditure Budget Report

	Revenues Actual	Expenditures Actual	Net Budget
2022	$21,415,209.00	$18,203,938.00	$3,211,271.00
2021	$20,037,099.00	$17,451,817.00	$2,585,282.00
2020	$19,430,344.00	$17,272,398.00	$2,157,946.00
2019	$18,605,873.00	$16,968,272.00	$1,637,601.00
2018	$17,892,635.00	$16,452,256.00	$1,440,379.00

COSTS AND REVENUE OPTIONS

From the 2020 DHS Human Services Cost Report Goodhue County HHS which compares to many Human Service Departments only:

Goodhue County

* 24th least admin cost/capita ranking
* 14th least county portion of total cost/capita ranking
* 2nd lowest percentage of county portion to total admin cost in our region

** Per Capita Total Cost $2,378; (Aid/Purchased Cost $2,178; Admin Cost $200;) County Portion of Total Cost $100
** Total Human Services Cost $113,159,359; County Cost $4,749,512

** There are many Federal/State Programs that the County has a Participation Rate (County Share)

or is Responsible for all or part of the Cost that would fall in the Aid/Purchased Cost category.

* These are mandated services and there is a need for additional workers to do the work to meet the growth, demand and outcome expectations.
* Our staff/case/work ratios are above business or state recommendations

* Our supervisors and workers need help to keep up with the changes and increased demands
* We have seen great increases with customer numbers, demand for services, and increase work, response, and reporting expectations.

** Too often we wait for a crisis to solve a problem, even when evidence is staring us in the face (unknown author)

Potential Timeframe

- **Summer 2023** — Hire 3 new supervisors
Promote Leads
Hire Care Coordinators
- **Fall 2023** — Hire Case Aides/SW Assistants
- **Winter/Spring 2024** — Hire Social Workers/Care Coordinators

Conclusion/Questions

- We recognize this is a tremendously large request. We asked our teams to identify what they need to be able to do their work effectively.
- We are prepared to prioritize and adjust as needed.

- **Thank you for your ongoing support of our work!**

GOODHUE COUNTY
HEALTH & HUMAN SERVICES (GCHHS)

Monthly Update
Child Protection Assessments/Investigations

Month	2021	2022	2023
January	20	16	16
February	17	16	13
March	15	20	
April	24	19	
May	26	20	
June	22	18	
July	19	16	
August	17	13	
September	17	29	
October	12	23	
November	33	14	
December	23	8	
Total	**245**	**212**	**29**

Goodhue County
Health and Human Services

426 West Avenue
Red Wing, MN 55066
(651) 385-3200 ● Fax (651) 267-4882

TO: Goodhue County Health and Human Services Board

FROM: Nina Arneson, GCHHS Director

DATE: March 21, 2023

RE: 2023 March Staffing Report

Effective Date	Status	Name	Position	Notes
1/31/23	Backfill	Nicole Jude	Eligibility Worker	Replacing Molly Matthees
2/21/23	Backfill	Robert Kirpas	Social Worker-Child Protection	Replacing Analise Dressen
3/6/23	Backfill	Amanda Anway	Social Worker-Child Protection	Replacing Jenna Wileman

Child Support Program Self-Assessment Report

Agency: Minnesota Department of Human Services, Child Support Division

Federal Fiscal Year Ending: 9/30/22

Date Submitted: 03/15/2023

Contents

I. Executive Summary

A. Introduction

The Personal Responsibility and Work Opportunity Act of 1996 requires states to annually assess their compliance with federal child support case processing activities and timeframes. The standards and criteria for the State Self-assessment reviews and report processes are established in 45CFR 308.

This review covers the twelve-month period from October 1, 2021, through September 30, 2022, and evaluated eight categories: case closure, disbursement of collections, enforcement of orders, establishment of paternity and support orders, expedited process, interstate services, medical support enforcement, and review and adjustment (modification).

Minnesota's child support program is a division of the Minnesota Department of Human Services (DHS). The state office supervises the IV-D program from a central office in St. Paul, and 77 county offices administer direct services to 87 Minnesota counties.

Shaneen Moore is the Director of the Child Support (CSD) and leads county and state child support staff, including 1,382 employees statewide, who work in partnership to serve the needs of Minnesota families, providing support to children.

Minnesota's total IV-D caseload at the end of Federal Fiscal Year (FFY) 2022 was 187,209. Minnesota provided services to 304,071 parents and 213,835 children in FFY 2022. The program collected and disbursed $517.6 million.

B. Self-assessment results

Criterion	Cases Where Required Activity Occurred or Should Have Occurred	Cases Where Required Activity Occurred within Timeframe	Efficiency Rate (Confidence Level of Sample)	Federal Minimum Standard	Previous Year's Efficiency Rates
Case Closure	100	99	99.00%	90%	97.00%
Establishment	100	84	84.00%	75%	77.00%
Enforcement	100	100	100.00%	75%	100.00%
Disbursement	3,075,919	2,650,338	86.16%	75%	85.80%
Medical	100	100	100.00%	75%	100.00%
Review & Adjustment	41,658	41,010	98.40%	75%	98.60%
Interstate	100	94	94.00%	75%	100.00%
Expedited Process 6-month	3563	3355	94.16%	75%	94.20%
Expedited Process 12-month	3563	3523	98.87%	90%	98.90%
TOTAL:	3,125,203				

C. Summary

Minnesota exceeded federal minimum compliance standards in all eight review categories: case closure, establishment, enforcement, medical, interstate, review and adjustment, and expedited process.

II. Methodology

A. Introduction to methodology

Minnesota uses a 12-month review period and conducts a statewide review. The goals for the self-assessment are to measure compliance with federal timeframes and provide child support practitioners with information that can be used to improve outcomes and to maximize federal incentive funding.

B. State self-assessment coordination

Minnesota conducts an annual statewide self-assessment review. Staff from the Performance Analytics and Systems (PAS) and Program Support Unit (PSU) conduct the review and work to ensure the review meets all federal compliance criteria.

Minnesota uses a focused sample for each performance criterion evaluated by the PAS and PSU reviewers. This approach identifies a sample from a universe of cases with reviewable actions that occurred during the review period. For example, to determine case closure compliance, 100 cases are selected from the universe of cases closed during the review period.

Minnesota utilizes the entire statewide universe when using data that is compiled from automated methods. This approach ensures compliance is based on data for all relevant statewide actions in the federal fiscal year (FFY). For example, when determining disbursements of collection compliance, all relevant payments received in FFY 2022 were used. Most data are extracted from CSD's data warehouse.

For Minnesota's FFY 2022 Self-assessment review, the review period is October 1, 2021, through September 30, 2022. A statistically valid statewide sample of cases is selected for each of the review categories. The reviewers conduct an online review using data from Minnesota's statewide child support computer system, PRISM. After the online review is complete, preliminary case findings are shared with the counties who had cases selected for the self-assessment review. CSD staff is responsible for analyzing and disseminating the review findings, developing any necessary corrective action plans, and writing the annual federal self-assessment report.

C. Universe definition and sampling procedures

Minnesota's goal is to automate sampling as much as possible. Automated compliance determinations were used for the categories of disbursement of collections, review and adjustment of orders, and expedited process.

The criteria for each manual review area are summarized below. Given the size of the universe and the estimated error rate for the case type (set equal to the obtained error rate from the previous year), the size of the required sample was computed for a 90 percent confidence interval with 0.10 precision (i.e., so that the observed error rate is within ten percentage points of the true error rate ninety percent of the time). This standard formula for sample size with the correction for a small universe is used (proportion is equal to the estimated error rate, desired precision is equal to one tenth, universe size determined as described below).

Sample size = Sum ((1)/((1/Universe size)+((((Desired precision/1.645)*(Desired precision/1.645))/((Proportion)*(1-Proportion)))*(1-(1/Universe size))))) f

For each case type, a simple random sample was drawn from the universe. A second random sample of 10-25 cases was drawn and ordered by random number as a pool to provide cases to replace cases dropped by the review staff.

The Universe definition (sampling frame) uses specific criteria for determining cases that belong to each statewide universe:

- Case closure: Any IV-D case closed during the review period.
- Establishment: Any IV-D case requiring paternity and/or order for support.

- Enforcement of orders: Any IV-D case with an order for support as of the last day of the review period.
- Medical support: Any case with a new or modified order in the review period.
- Interstate services: Cases with an interstate program code of I (initiating) or R (responding) with an open Interstate case maintenance (INCM) screen at some point during the review period.

The estimated error rates are obtained from FFY 2011:

- Case closure: .16
- Establishment of paternity and child support orders: .28
- Enforcement of orders: 0
- Medical support: .02
- Intergovernmental services- .04

If reviewers need to drop and replace a selected case, the status of the case is changed to "dropped" and the status of a randomly selected reserved case is changed to "selected". Examples of circumstances requiring reviewers to drop a case include, but not limited to if the case was closed prior to the end of the review period (except for case closure reviews), the case is a non-IVD case, or all children listed on the case are inactive. This allows the needed sample size to be continually maintained.

D. Summary of methodology

Minnesota believes this sampling approach improves the efficiency and value of the review process. It allows for good use of the reviewer's resources because it eliminates time the reviewers would spend determining the relevance of a case under review to the review category. It also increases the total number of reviewable actions reviewers can process. This approach results in detailed information that is critical to improving performance by targeting vulnerable areas of service delivery.

III. Self-assessment results

A. Introduction to self-assessment results

Federal regulations require states to meet the minimum compliance benchmark of seventy-five percent for each review category except for the case closure category, and the twelve-month expedited process category. A minimum compliance benchmark of ninety percent is required for both case closure and twelve-month expedited process categories.

B. Self-assessment results

Criterion	Cases Where Required Activity Occurred or Should Have Occurred	Cases Where Required Activity Occurred within Timeframe	Efficiency Rate (Confidence Level of Sample)	Federal Minimum Standard	Previous Year's Efficiency Rates
Case Closure	100	99	99.00%	90%	97.00%
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Review & Adjustment	41,658	41,010	98.40%	75%	98.60%
Interstate	100	94	94.00%	75%	100.00%
Expedited Process 6-month	3,563	3,355	94.16%	75%	94.20%
Expedited Process 12-month	3,563	3,523	98.87%	90%	98.90%
TOTAL:	3,125,203				

C. Discussion of self-assessment results

Case closure: One hundred (100) cases were reviewed for appropriate case closure and notice requirements. Reviewers found ninety-nine cases (99 percent) in compliance with performance standards. One case was found out of compliance because a closure action was completed prematurely.

Establishment: One hundred (100) cases requiring the establishment of a child support order were reviewed and eighty-four cases (84 percent) were in compliance with performance standards. One (1) case was found out of compliance because service of process was not attempted or completed timely. Fifteen (15) cases were found out of compliance because locate requirements were not met.

Enforcement: One hundred (100) cases were reviewed for enforcement on current support, and if eligible, arrears were appropriately certified for state and federal tax offset. One hundred cases (100 percent) met performance standards.

Disbursement: Of the 3,075,919 payments from income withholding, re-employment insurance, and worker's compensation in FFY 2022, 2,650,338 or 86.16 percent of the payments were disbursed within two business days of receipt.

Medical: One hundred (100) cases with a new or modified order were reviewed for securing and enforcing medical support. 100 cases (100 percent) met performance standards.

Interstate: One hundred (100) cases were reviewed for timely referral and communication requirements. Ninety-four cases (94 percent) met performance standards. Six (6) cases were found out of compliance because communication with the other state was not attempted or completed timely.

Review and adjustment: Of the 41,658 cases eligible for a COLA adjustment in FFY 2022, 41,010 cases (98.4 percent) met performance standards.

Expedited process – six months: Of the 3,563 cases with a newly established order reviewed for resolution of legal action by obtaining a court order within six months of service of process, 3,355 cases (94.1 percent) of the cases met performance standards.

Expedited process – 12 months: Of the 3,563 cases with a newly established order reviewed for resolution of legal action by obtaining a court order within twelve months of service of process, 3,523 cases (98.8 percent) of the cases met performance standards.

Findings Summary

Criterion	Number of cases out of compliance	Identified reasons for errors
Case closure	1	• A closure action was completed prematurely
Establishment	16	• Locate requirements were not met • Service of process not completed timely
Interstate	6	• Communication with the other state was not attempted or completed timely.

D. Summary of self-assessment results

Minnesota exceeded federal minimum compliance standards in all eight review categories: case closure, establishment, enforcement, medical, interstate, review and adjustment, and expedited process.

IV. Program direction

A. Introduction to program direction

The Child Support Division Management Team and representation from DHS Information Technology (IT) work together to enhance CSD's ability to prioritize, coordinate, and oversee both operational and new work within the program.

B. Performance improvements

The Child Support Division Management Team consists of the CSD director, deputy director, and program and strategic initiatives director. The policy and planning team along with a dedicated training unit work alongside the CSD Management Team to help prioritize work efforts.

CSD's equity committee continues working to ensure an equity lens is applied to all policies, practices, and procedures. The goal of the team is to mitigate bias in service delivery and build a platform of respectful engagement with internal and external partners and participants. CSD recognizes the importance of equity to achieve high performance. As the committee work moves forward, equity will play a significant role in all decision making and planning.

C. Summary of program direction

CSD focuses on creating a person-centered human services delivery system in which policy, people, processes, technologies, and equity are in alignment with the DHS mission and strategic plan. Our governance structure has enhanced the division's ability to prioritize, coordinate, and oversee both operational and new project initiatives within the child support program.

V. Program service enhancements

A. Introduction to program service enhancements

Minnesota had several initiatives this year that had a positive impact on the child support program, its partners, and the customers it serves.

B. Discussion of program service enhancements

Recently passed child support legislation helps children and families.

In 2022, Minnesota's Child Support Division, county and tribal child support agencies implemented or started preparing for child support laws passed the Minnesota Legislature and signed by Governor Walz, including:

- Interest on past due support – on August 1, 2022, the program stopped charging interest for parents who have past-due child support, allowing them to limit or reduce their debt, increasing the likelihood of complete and timely payments.
- Updated child support guidelines – the program updated the Minnesota Child Support Guidelines Calculator to include the new guidelines that are effective January 1, 2023. The updated guidelines in Minnesota law will help courts more effectively determine child support amounts, especially for families with low incomes.
- Foster care reimbursement – the program is using the changes in Minnesota law and federal guidance to find alternative ways to reduce the reimbursement of foster care expenses in Minnesota. These changes will help stabilize and reunify children and families.
- Credit bureau reporting – starting in 2023, parents behind in their child support will have the opportunity to create a payment agreement plan before the program reports them to the credit agencies.

Equity initiatives

The program continued to work on several important equity initiatives including:

- Launching the Child Support Advisory Board Equity Committee, with members from Minnesota's child support program including tribal and county staff from across the state, as well as division staff. The committee works to ensure equity in policies, practices, and procedures of the child support program to identify and mitigate bias, and improve equitable access, services, and outcomes for families it serves.
- Completing, and starting an evaluation of, the Driver's License Procedural Justice Alternatives to Contempt pilot with 12 counties to adjust the driver's license suspension enforcement remedy by decreasing the number of licenses suspended, increasing engagement, and improving payment outcomes. The current remedy disproportionately affects participants of color and other communities experiencing disparities.

Federal innovation grants

The program expanded its work on the following federal innovation grants:

- Safe Access for Victims' Economic Security (SAVES) – in October 2022, the U.S. Department of Heath and Human Services, Administration for Children and Families, awarded Minnesota and 12 other state child support agencies, SAVES grants to implement comprehensive domestic violence services to survivors who need assistance accessing child support resources over the next five years.
- Paths to Parenthood – division staff continue working on the federal Paths to Parenthood grant. This grant aims to develop a child support curriculum that will educate youth and young adults ages 16-25 on the financial, legal, and emotional responsibilities of parenthood. The curriculum will focus on those who are currently incarcerated, or in the community but still involved with the justice system, and those at risk of becoming involved with the justice system.

- Digital Marketing – in 2022, the division and 12 pilot counties finished a text-messaging pilot and started evaluating its impact as a communications tool. Division staff continued developing digital ads for a variety of online platforms encouraging parents to learn more about the program and sign up for services.

C. Summary of program service enhancements

Minnesota's Child Support Division (CSD) is committed to enhancing service delivery. Enhancing service delivery throughout the state of Minnesota will reduce barriers to access for participants. CSD collaborates with stakeholders, other resources, and participants to continually improve program outcomes. The initiatives CSD implemented this past year provides new opportunities for families, partners, and county workers.

VI. Conclusion

The Minnesota Child Support program exceeded the federal minimum performance standards in all eight self-assessment review categories. Minnesota will continue to work with our county partners to strive to maintain compliance in all eight review categories and will continue to work towards maintaining these results.

SOUTHEAST MINNESOTA MENTAL HEALTH AND WELLNESS CONFERENCE

ABOUT THE CONFERENCE

We welcome all people to attend the inaugural Southeastern MN conference on mental health and awareness. This conference is a collaborative effort to raise awareness, provide education, and reduce the stigma of mental illness in all segments of the Southeastern MN region. With generous support from Blue Cross, the conference is free and open to everyone.

REGISTRATION

https://2023_SEMN_mental_health_conference.eventbrite.com

FREE EVENT
LUNCH PROVIDED
MUST PRE-REGISTER

CONFERENCE INFORMATION

- Thursday, May 11th
- 8:30 am - 4:30 pm
- Wood Lake Meeting Center
  210 Woodlake Dr
  Rochester, MN 55904

AGENDA

8:30-9 am - Registration
9-10 am - Keynote: *Thriving with Layered Identity*
10:15-11:30 am - Breakout Sessions 1 &2
Session 1 - Question, Persuade, Refer (QPR) Training
Session 2 - In Our Own Voice
11:30 am-12:00 pm - Lunch
12:00-1:00 pm - Nature Rx
1:15-2:30 pm - Breakout Sessions 3 & 4
Session 3 - Mindfulness for Busy Minds & Creating Calm in Everyday Life
Session 4 - Stigma & Mental Health: Let's Talk!
2:45-3:30 pm - Panel Presentation
3:30-4:15 pm - *Portage for a Purpose*
4:15-4:30 pm - Closing

OLMSTED MEDICAL CENTER
Wellness in the Woods
TRANSFORMING WELLNESS INTO REALITY
BlueCross BlueShield Minnesota
NAMI National Alliance on Mental Illness Southeast Minnesota
OLMSTED COUNTY MINNESOTA
Southeast Minnesota Park Rx
Southeast Regional Crisis Center
24/7 Mental Health Services
CREST
Collaboration, Resources, Education, Services, Technology
ZUMBRO VALLEY HEALTH CENTER
Hiawatha Valley MENTAL HEALTH CENTER

Save the date for May 11th!

I am excited to share that all people are invited to attend the inaugural Southeastern MN conference on mental health and wellness on May 11th from 8:30am to 4:30pm at Wood Lake Meeting Center in Rochester, MN. This conference is a collaborative effort to raise awareness, provide education, and reduce the stigma of mental illness in all segments of the Southeastern MN region. With generous support from Blue Cross, the conference is free and open to everyone.

The conference will place a special emphasis on the voices of those with lived experience. The keynote speaker is Nate Cannon, BA, MFA, CDP, a nationally recognized speaker and author. Nate will share his experience as a transgender man living well in recovery with both a mental health diagnosis and an unseen physical disability. Nate will explore the role that perseverance, resilience and fortitude have played in managing and navigating his mental health. Breakout sessions will include training on suicide prevention, nature therapy, creating calm - mindfulness for busy minds, NAMI's "In Our Own Voice," and reducing stigma. The conference will close with a presentation by Minnesota's own Evan Hansen who portaged his canoe over three hundred miles in Southern Minnesota to raise awareness of suicide prevention. His message for those who have faced suicidal thoughts or have lost someone is "you're not alone, you're not a burden and you are loved."

We all find ourselves on the continuum of mental health and wellness. This conference is an opportunity to come together and learn about how we can be resilient and support one another.

Registration for this event is required, and can be accessed at this link, along with additional conference details: Southeast Minnesota Mental Health and Wellness Conference

For questions about this event, please reach out to laura.sutherland@olmstedcounty.gov or use the contact us link on the event webpage.