

SUPREME COURT OF THE STATE OF NEW YORK  
COUNTY OF SUFFOLK

-----X  
THE PEOPLE OF THE STATE OF NEW YORK, by  
LETITIA JAMES, Attorney General of the State of  
New York,

Index No.

Plaintiff,

- against -

PUBLICIS HEALTH, LLC,

Defendant.  
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**FINAL CONSENT ORDER AND JUDGMENT**

Plaintiff, the People of the State of New York (the “State” or “Plaintiff”), through its attorney, Letitia James, Attorney General of the State of New York, has filed a Complaint for a permanent injunction, damages, and other relief in this action pursuant to New York General Business Law Art. 22-A, § 349, alleging that Defendant, Publicis Health, LLC (“Publicis Health” or “Defendant”), committed violations of the New York General Business Law Art. 22-A, § 349 and helped create and maintain a public nuisance in violation of New York common law. Plaintiff, by its counsel, and Publicis Health, by its counsel, have agreed to entry of this Final Consent Order and Judgment (“Judgment”) by the Court without trial or adjudication of any issue of fact or law, and without finding or admission of wrongdoing or liability of any kind.

**IT IS HEREBY ORDERED THAT:**

**I. FINDINGS**

- A. For the sole purposes of this proceeding and the enforcement of this Judgment as set out in Paragraph IX.H, this Court has jurisdiction over the subject matter of this action and over the Parties (as defined below). This Judgment shall not be

construed or used as a waiver of any jurisdictional defense Publicis Health may raise in any other proceeding.

- B. The terms of this Judgment shall be governed by the laws of the State of New York.
- C. Entry of this Judgment is in the public interest and reflects a negotiated agreement among the Parties.
- D. The Parties have agreed to resolve all claims and issues arising from or relating to the Covered Conduct (as defined below) by entering into this Judgment.
- E. Publicis Health has cooperated with the Settling States' investigation and is willing to enter into this Judgment regarding the Covered Conduct in order to resolve the New York's Claims under the New York General Business Law Art. 22-A, § 349 and common law public nuisance as to the matters addressed in this Judgment, and thereby avoid significant expense, inconvenience, and uncertainty. The Settling States acknowledge Publicis Health's good faith and responsible corporate citizenship in reaching this resolution.
- F. Publicis Health agrees to entry of this Judgment solely for the purpose of settlement, and nothing contained herein may be taken as or construed to be an admission or concession of any violation of law, rule, or regulation, or of any other matter of fact or law, or of any liability or wrongdoing, all of which Publicis Health expressly denies. Publicis Health does not admit any violation of the State Consumer Protection Laws, the State Public Nuisance Laws, or any other laws of the State of New York (including all laws and regulations described in Paragraph VII.A, below) and does not admit any wrongdoing that was or could have been

alleged by the Attorney General before the date of the Judgment. No part of this Judgment, including its statements and commitments, shall constitute evidence of any liability, fault, or wrongdoing by Publicis Health.

- G. This Judgment shall not be construed or used as a waiver or limitation of any defense otherwise available to Publicis Health in any other action, or of Publicis Health's right to defend itself from, or make any arguments in, any other regulatory, governmental, private individual, or class claims or actions relating to the subject matter or terms of this Judgment. This Judgment is made without trial or adjudication of any issue of fact or law or finding of liability of any kind. Notwithstanding the foregoing, the Attorney General may file an action to enforce the terms of this Judgment.
- H. No part of this Judgment shall create a private cause of action or confer any right to any third party for violation of any federal or state statute except that the Attorney General may file a motion in this action or file a separate civil action to enforce the terms of this Judgment. It is the intent of the Parties that this Judgment shall not be binding or admissible in any other matter including, but not limited to, any investigation or litigation, other than in connection with the enforcement of this Judgment. This Judgment is not enforceable by any persons or entities besides the Attorney General, Publicis Health, and this Court.

## **II. DEFINITIONS**

- A. The following definitions shall be used in construing this Judgment:
1. "Attorney General" means the Attorney General of New York or her authorized designee.

2. “Claim” means any past, present or future cause of action, claim for relief, crossclaim or counterclaim, theory of liability, demand, derivative claim, request, assessment, charge, covenant, damage, debt, lien, loss, penalty, judgment, right, obligation, dispute, suit, contract, controversy, agreement, *parens patriae* claim, promise, performance, warranty, omission, or grievance of any nature whatsoever, whether legal, equitable, statutory, regulatory or administrative, whether arising under federal, state or local common law, statute, regulation, guidance, ordinance or principles of equity, whether filed or unfiled, whether asserted or unasserted, whether known or unknown, whether accrued or unaccrued, whether foreseen, unforeseen or unforeseeable, whether discovered or undiscovered, whether suspected or unsuspected, whether fixed or contingent, and whether existing or hereafter arising, in all such cases, including, but not limited to, any request for declaratory, injunctive, or equitable relief, compensatory, punitive, or statutory damages, absolute liability, strict liability, restitution, abatement, subrogation, contribution, indemnity, apportionment, disgorgement, reimbursement, attorney fees, expert fees, consultant fees, fines, penalties, expenses, costs or any other legal, equitable, civil, administrative, or regulatory remedy whatsoever.
3. “Claim-Over” means a Claim asserted by a Non-Released Entity against a Released Party on the basis of contribution, indemnity, or other claim-over on any theory relating to a Non-Party Covered Conduct Claim asserted by a Releasor.

4. “Covered Conduct” means any and all acts, failures to act, conduct, statements, errors, omissions, events, breaches of duty, services, advice, work, deliverables, engagements, transactions, or other activity of any kind whatsoever, occurring up to and including the Effective Date (and any past, present, or future consequence of any such acts, failures to act, conduct, statements, errors, omissions, events, breaches of duty, services, advice, work, deliverables, engagements, transactions, or other activity of any kind whatsoever, occurring up to and including the Effective Date) arising from or related in any way to: (a) the discovery, development, manufacture, marketing, promotion, advertising, recall, withdrawal, distribution, monitoring, supply, sale, research, prescribing, reimbursement, use, regulation, or abuse of any opioid; (b) the treatment of opioid abuse or efforts to combat the opioid crisis, or (c) the characteristics, properties, risks, or benefits of any opioid.
5. “Effective Date” means the date on which a copy of this Judgment, duly executed by Publicis Health and by the Attorney General, is approved by, and becomes a Judgment of the Court. (Each Settling State has an Effective Date determined by the approval of its specific Judgment.)
6. “Model Consent Judgment” means the negotiated form judgment or order that served as the model for this Judgment and those used in other States participating in the settlement.
7. “Multistate Executive Committee” means the Attorneys General and staffs representing the States of California, Colorado, Connecticut, Idaho,

Massachusetts, New York, North Carolina, Oregon, Tennessee, and Vermont.

8. “Non-Party Covered Conduct Claim” means a Claim against any Non-Released Entity involving, arising out of, or related to Covered Conduct (or conduct that would be Covered Conduct if engaged in by a Released Party).
9. “Non-Party Settlement” means a settlement by any Releasor that settles any Non-Party Covered Conduct Claim and includes a release of any Non-Released Entity.
10. “Non-Released Entity” means an entity that is not a Released Party.
11. “Non-Settling State” means a State that has not agreed to enter the Model Consent Judgment.
12. “Parties” means Publicis Health and the Attorney General.
13. “Publicis Health” means Publicis Health, LLC, a Delaware entity.
14. “Released Claims” means any and all Claims that the Attorney General is authorized by law to bring and/or release as of the Effective Date based on, arising out of, or in any way related to the Covered Conduct prior to the Effective Date, except as otherwise specified in Paragraph VII.D.
15. “Released Parties” means with respect to Released Claims, Publicis Health and (1) all past and present members, subsidiaries, divisions, predecessors, successors, and assigns (in each case, whether direct or indirect); (2) all past and present subsidiaries and divisions (in each case, whether direct or indirect) of any entity described in subsection (1); (3) the respective past

and present officers, directors, members, trustees, and employees of any of the foregoing (each for actions that occurred during and related to their work for, or employment with, Publicis Health or the foregoing entities); (4) all past and present joint ventures (whether direct or indirect) of Publicis Health, its members or its subsidiaries, including in Publicis Health's or any subsidiary's capacity as a participating member in such joint venture; (5) all direct or indirect members, parents and shareholders of Publicis Health (solely in their capacity as parents, members, or shareholders with respect to Covered Conduct); and (6) any insurer of Publicis Health or of any person or entity otherwise described in subsections (1)-(5) of this paragraph (solely in its role as insurer of such person or entity). Any person or entity described in subsections (3)-(6) shall be a Released Party solely in the capacity described in such clause and shall not be a Released Party with respect to its conduct in any other capacity. For the avoidance of doubt, any entity acquired, or joint venture entered into, by Publicis Health after the Effective Date is not a Released Party.

16. "Releasers" means the State of New York and the Attorney General.
17. "Settling State" or "Settling States" means the State or States that have agreed to enter the Model Consent Judgment.
18. "State Consumer Protection Laws" means the consumer protection laws of the State of New York.

19. “State Public Nuisance Laws” means the statutory or common law public nuisance laws of the State of New York.
20. Any reference to a document shall mean a physical paper copy of the document, electronic version of the document, or electronic access to such document.

### **III. INJUNCTIVE RELIEF**

It is ordered that:

- A. Released Parties shall end any current and not accept any future engagements relating to the marketing, promotion, advertising, sale, prescribing, or use of any opioid or other opioid-based Schedule II or Schedule III controlled substance as listed pursuant to the federal Controlled Substance Act.
- B. Nothing in Paragraph III.A above is intended to prohibit Released Parties from offering its services to: (1) clients who, as part of their overall business, develop, manufacture, market, promote, advertise, recall, withdraw, distribute, monitor, supply, sell or prescribe opioids or other opioid-based Schedule II or Schedule III controlled substances, so long as the subject matter of the engagement does not specifically relate to opioids or other opioid-based Schedule II or Schedule III controlled substances prescribed for the treatment of pain; (2) clients who develop, manufacture, market, promote, advertise, recall, withdraw, distribute, monitor, supply, sell or prescribe opioids or other opioid-based Schedule II or Schedule III controlled substances as an opioid antagonist, for opioid overdose or for treatment of opioid use disorder; or (3) health care providers, health plans, non-profit entities, governments, and quasi-governmental entities, or any other client, for purposes of addressing a humanitarian health crisis, drug abuse

prevention, treatment, and mitigation or abatement efforts, or other public health benefit.

- C. Released Parties shall not use, assist, or employ any third party to engage in any activity that they themselves would be prohibited from engaging in pursuant to this Judgment.
- D. The foregoing injunctive terms may be amended by agreement between Publicis Health and New York without this Court's approval or amendment of this Judgment.

#### **IV. PUBLIC ACCESS TO PUBLICIS HEALTH DOCUMENTS**

A. *Documents Subject to Public Disclosure.* The following documents shall be produced by Publicis Health to each Settling State that requests them and, following the execution of this Judgment by all Settling States, will be subject to public disclosure as part of a document disclosure program, except for the redactions authorized by Paragraph IV.B:

- 1. All non-privileged documents Publicis Health produced to any Settling State from 2019 to 2023 in response to investigative demands or other formal or informal requests related to opioids that fall within the following categories:
  - a. All opioid-related communications with Allergan USA, Inc.; Endo Pharmaceuticals, plc; Johnson & Johnson; McKesson; Purdue Pharma LP; Teva Pharmaceuticals Ltd.; McKinsey & Company, Inc.; or Practice Fusion, Inc.;
  - b. Any communication related to opioids;

- c. All documents and communications sent or received by any employee or other person acting under the direction of Publicis Health related to opioids.
  2. All documents produced under this provision shall be provided in the format in which they were originally produced to a Settling State. Documents originally produced in electronic format will be produced with all available related metadata. Publicis Health and the Settling States will work cooperatively to develop technical specifications for the productions.
- B. *Information That May Be Redacted.* The following categories of information are exempt from public disclosure:
1. Information subject to trade secret protection. A “trade secret” is information, including a formula, pattern, compilation, program, device, method, technique or process, that (a) derives independent economic value, actual or potential, from not being generally known to the public or to other persons who can obtain economic value from its disclosure and use; and (b) is the subject of efforts that are reasonable under the circumstances to maintain its secrecy. Even if the information falls within the definition, “trade secret” does not include information reflecting opioid sales or promotional strategies, tactics, targeting, or data, or internal communications related to sales or promotion of opioids.
  2. Confidential personal information. “Confidential personal information” means Social Security or tax identification numbers, personal financial account numbers, passport numbers, driver license numbers, home

addresses, home telephone numbers, personal email addresses, and other personally identifiable information protected by law from disclosure, and the names of officers, directors, employees, agents, and attorneys of Publicis or any member, subsidiary, direct or indirect parent, or affiliate, except for the names of the individuals listed in a letter from the Commonwealth of Massachusetts dated January 19, 2024. “Confidential personal information” does not include: (i) the positions and titles of officers, directors, employees, agents, or attorneys of Publicis or any member, subsidiary, direct or indirect parent, or affiliate, (ii) the names of officers, directors, employees, agents, and attorneys of Allergan USA, Inc.; Endo Pharmaceuticals, plc; Johnson & Johnson; McKesson; Purdue Pharma LP; Teva Pharmaceuticals Ltd.; McKinsey & Company, Inc.; Practice Fusion, Inc.; or of any government agency, or (iii) the names, positions, and titles of any prescribers.

3. Information that is inappropriate for public disclosure because it is subject to personal privacy interests recognized by law (*e.g.*, HIPAA), or contractual rights of third parties (including Publicis Health’s clients) that Publicis Health may not abrogate. Publicis Health shall make its best efforts to ensure that disclosure into the document repository is not limited or prohibited by contractual rights of Purdue Pharma LP; Allergan USA, Inc.; Endo Pharmaceuticals, plc; Johnson & Johnson; McKesson; or Teva Pharmaceuticals Ltd. with regard to documents related to opioids.

4. Information regarding Publicis Health's partners' or employees' personal or professional matters where that information is (i) not related to either Publicis Health or opioids, including but not limited to emails produced by Publicis Health custodians discussing vacation or sick leave, family, or other personal matters; or (ii) related to other clients of Publicis Health on non-opioid products or matters.

C. *Redaction of Documents Containing Protected Information.* The parties shall use the following method to resolve disputes in the information that is redacted pursuant to Paragraph IV.B of this Judgment:

1. Whenever a document contains information subject to a claim of exemption, Publicis Health shall produce the document in redacted form. Such redactions shall indicate that trade secret and/or private information, as appropriate, has been redacted. Redactions shall be limited to the minimum redactions possible to protect the legally recognized individual privacy interests and trade secrets identified above.
2. Publicis Health shall produce to the Settling States, or their designated representatives, a log noting each document redacted. The log shall also provide fields stating the basis for redacting the document, with sufficient detail to allow an assessment of the merits of the assertion. The log is subject to public disclosure in perpetuity. The log shall be produced simultaneously with the production of documents required by Paragraph IV.E.

3. A Settling State that has agreed to receive the documents and has included the provisions in this Paragraph IV in its respective Judgment may challenge the appropriateness of redactions by providing notice to Publicis Health. If the challenge is not resolved by agreement, it must be resolved in the first instance by a third party jointly appointed by the Settling State and Publicis Health to resolve such challenges. The decision of the third party may be appealed to a court with enforcement authority over this Judgment. If not so appealed, the third party's decision is final. In connection with such challenge, Publicis Health may provide copies of relevant unredacted documents to the parties or the decisionmaker, subject to appropriate confidentiality protections, as determined by the decisionmaker.
4. In addition to the redacted documents, Publicis Health shall, upon any Settling State's request, also produce all documents identified in Section IV.A above in unredacted form to such Settling State at the same time. The redacted documents produced by Publicis Health may be publicly disclosed in accordance with Section IV.D below. The unredacted documents produced by Publicis Health to a Settling State shall be available only to such State unless Publicis Health's claim of exemption under Section IV.B is successfully challenged in accordance with Section IV.C.3.

D. *Public Disclosure Through a Document Repository.* Any Settling State may publicly disclose all documents covered by Paragraph IV.A through a public

repository maintained by a governmental, non-profit, or academic institution. Each Settling State may specify the terms of any such repository's use of those documents, including allowing the repository to index and make searchable all documents subject to public disclosure, including the metadata associated with those documents. When providing the documents covered by Paragraph IV.A to a public repository, no Settling State shall include or attach within the document set any characterization of the content of the documents. For the avoidance of doubt, nothing in this paragraph shall prohibit any Settling State from publicly discussing the documents covered by Paragraph IV.A.

- E. *Timeline for Production.* Publicis Health shall produce all documents required by Paragraph IV.A no later than 12 months after the execution of this Judgment.
- F. *Costs.* Publicis Health shall pay \$2.25 million for the costs of establishing and/or maintaining an online repository of opioid industry documents for the benefit of the public. This payment is included in the Settlement Amount addressed in Section V. The public repository payment shall be made no later than sixty (60) days after the Effective Date, with the payment directed pursuant to instructions from the Multistate Executive Committee.

## **V. PAYMENT**

- A. Publicis Health shall pay Settling States a total amount of \$350,000,000 as provided and subject to the conditions set forth herein ("the Settlement Amount"). A part of the Settlement Amount shall be reserved to reimburse the Settling States for attorney fees, costs, and expenses associated with the investigation and to fund the document repository as set forth in IV.F. Of the Settlement Amount,

\$343,000,000, shall be allocated among the Settling States as agreed to by the Settling States (the “Settlement Abatement Amount”). The Settlement Abatement Amount allocated to each Settling State is set forth in Exhibit A. Pursuant to that allocation, New York will receive a Settlement Abatement Amount of \$18,489,008.00, which shall be considered a statewide opioid settlement agreement under N.Y. Mental Hyg. Law § 25.18. The Settlement Abatement Amount shall be distributed to the State of New York and its subdivisions pursuant to the New York Publicis Distribution Schedule, set forth in Exhibit C. Reimbursement for the investigation shall be paid to the Settling States as set forth in Exhibit B.

- B. Publicis Health shall pay the Settlement Amount no later than 60 days after the Effective Date.
- C. It is the intent of the Parties that the allocated portion of the Settlement Abatement Amount paid to the Settling States will be used, to the extent practicable, to remediate the harms caused to the Settling States and their residents by the opioid epidemic. The portion of the Settlement Abatement Amount paid to the Settling States is not a fine or other similar penalty paid for the violation of any law, nor is it being paid in connection with Publicis Health’s acquisition of any capital asset. Instead, such amounts shall constitute compensatory restitution and remediation within the meaning of 26 U.S.C. § 162(f)(2)(A).
- D. As such, each Settling State shall cause to be completed and timely filed Forms 1098-F with the Internal Revenue Service (“IRS”) that identify not less than the allocated portion of the Settlement Abatement Amount to be paid to the State as

compensatory restitution and remediation within the meaning of 26 U.S.C. § 162(f)(2)(A), including appurtenant IRS regulations, guidance, and instructions, and shall timely furnish Copy B of such Form 1098-F (or an acceptable substitute statement) to Publicis Health. Publicis Health shall cooperate with each Settling State and provide all pertinent information needed for the Settling State to timely complete an IRS Form 1098-F, including relevant Tax Identification Numbers and/or Employer Identification Numbers. Upon agreement between Publicis Health and the Multistate Executive Committee, an individual state can serve as the designated state for reporting of the total settlement amounts.

E. For the avoidance of doubt, neither the State nor Publicis Health make any warranty or representation as to the tax consequences of the payment of the Settlement Abatement Amount. Should there be any conflicts between a provision in Paragraphs V.C. and V.D. and a federal statute or IRS rule, regulation, or instruction, the IRS or other federal authority will control.

F. Claim-Over and Non-Party Settlement

1. *Statement of Intent.* It is the intent of the Parties that:

- a. Released Parties should not seek contribution or indemnification (other than pursuant to an insurance contract), from other parties for their payment obligations under this Consent Judgment;
- b. the payments made under this Consent Judgment shall be the sole payments made by the Released Parties to the Releasers involving, arising out of, or related to Covered Conduct (or conduct that would be Covered Conduct if engaged in by a Released Party);

- c. Claims by Releasors against non-Parties should not result in additional payments by Released Parties, whether through contribution, indemnification, or any other means; and
- d. the Consent Judgment meets the requirements of the Uniform Contribution Among Joint Tortfeasors Act and any similar state law or doctrine that reduces or discharges a Released Party's liability to any other parties.

The provisions of this Section V are intended to be implemented consistent with these principles. This Consent Judgment and the releases and dismissals provided for herein are made in good faith.

- 2. *Contribution/Indemnity Prohibited.* No Released Party shall seek to recover for amounts paid under this Judgment based on indemnification, contribution, or any other theory from a manufacturer, pharmacy, hospital, pharmacy benefit manager, health insurer, third-party vendor, trade association, distributor, or health care practitioner, provided that a Released Party shall be relieved of this prohibition with respect to any entity that asserts a Claim-Over against it. For the avoidance of doubt, nothing herein shall prohibit a Released Party from recovering amounts owed pursuant to insurance contracts.
- 3. *Non-Party Settlement.* To the extent that, on or after the Effective Date, any Releasor enters into a Non-Party Settlement, including settlement reached in any bankruptcy case or through any plan of reorganization (whether individually or as a class of creditors), the Releasor will include

(or in the case of a Non-Party Settlement made in connection with a bankruptcy case, will cause the debtor to include), unless prohibited from doing so under applicable law, in the Non-Party Settlement a prohibition on contribution or indemnity of any kind substantially equivalent to that required from Publicis Health in Paragraph V.F.2, or a release from such Non-Released Entity in favor of the Released Parties (in a form equivalent to the releases contained in this Consent Judgment) of any Claim-Over. The obligation to obtain the prohibition and/or release required by this subsection is a material term of this Consent Judgment.

4. *Claim-Over.* In the event that, on or after the Effective Date, any Releasor obtains a judgment with respect to Non-Party Covered Conduct against a Non-Released Entity that does not contain a prohibition like that described in Paragraph V.F.3, or any Releasor files a Non-Party Covered Conduct Claim against a Non-Released Entity in bankruptcy or a Releasor is prevented for any reason from obtaining a prohibition/release in a Non-Party Settlement as provided in Paragraph V.F.3, and such Non-Released Entity asserts a Claim-Over against a Released Party, the Released Party shall be relieved of the prohibition in Paragraph V.F.2 with respect to that Non-Released Entity, and that Releasor and Publicis Health shall take the following actions to ensure that the Released Parties do not pay more with respect to Covered Conduct to Releasors or to Non-Released Entities than the amounts owed under this Consent Judgment by Publicis Health:

- a. Publicis Health shall notify that Releasor of the Claim-Over within sixty (60) calendar days of the assertion of the Claim-Over or sixty (60) calendar days of the Effective Date of this Judgment, whichever is later;
- b. Publicis Health and that Releasor shall meet and confer concerning the means to hold Released Parties harmless and ensure that they are not required to pay more with respect to Covered Conduct than the amounts owed by Publicis Health under this Judgment;
- c. That Releasor and Publicis Health shall take steps sufficient and permissible under the law of the State of New York to hold Released Parties harmless from the Claim-Over and ensure Released Parties are not required to pay more with respect to Covered Conduct than the amounts owed by Publicis Health under this Judgment. Such steps may include, where permissible:
  - (1) Filing of motions to dismiss or such other appropriate motions by Publicis Health or Released Parties, and supported by Releasors, in response to any claim filed in litigation or arbitration;
  - (2) Reduction of that Releasors' Claim and any judgment it has obtained or may obtain against such Non-Released Entity by whatever amount or percentage is necessary to extinguish such Claim-Over under applicable law, up to the

amount that Releasor has obtained, may obtain, or has authority to control from such Non-Released Entity;

- (3) Placement into escrow of funds paid by the Non-Released Entities such that those funds are available to satisfy the Claim-Over;
- (4) Return of monies paid by Publicis Health to that Releasor under this Judgment to permit satisfaction of a judgment against or settlement with the Non-Released Entity to satisfy the Claim-Over;
- (5) Payment of monies to Publicis Health by that Releasor to ensure they are held harmless from such Claim-Over, up to the amount that Releasor has obtained, may obtain, or has authority to control from such Non-Released Entity;
- (6) Credit to Publicis Health under this Judgment to reduce the overall amounts to be paid under the Judgment such that they are held harmless from the Claim-Over; and
- (7) Such other actions as that Releasor and Publicis Health may devise to hold Publicis Health harmless from the Claim-Over.

5. The actions of that Releasor and Publicis Health taken pursuant to Paragraph V.F.4.c must, in combination, ensure Publicis Health is not required to pay more with respect to Covered Conduct than the amounts owed by Publicis Health under this Judgment.

6. In the event of any dispute over the sufficiency of the actions taken pursuant to Paragraph V.F.4.c, that Releasor and Publicis Health may seek review by the Court. The Court shall have authority to require Releasors to implement a remedy that includes one or more of the actions specified in Paragraph V.F.4.c sufficient to hold Released Parties fully harmless. In the event that the Court's actions do not result in Released Parties being held fully harmless, Publicis Health shall have a claim for violation of this Judgment by Releasors, with the remedy being payment of sufficient funds to hold Publicis Health harmless from the Claim-Over. For the avoidance of doubt, the prior sentence does not limit or eliminate any other remedy that Publicis Health may have.
7. To the extent that the Claim-Over is based on a contractual indemnity, the obligations under Paragraph V.F.4 shall extend solely to a Non-Party Covered Conduct Claim against a pharmacy, clinic, hospital or other purchaser or dispenser of products, a manufacturer that sold products, a consultant, and/or a pharmacy benefit manager or other third-party payor, or media platform. Publicis shall notify the Settling States, to the extent permitted by applicable law, in the event that any of these types of Non-Released Entities asserts a Claim-Over arising out of contractual indemnity against it.
8. Paragraph V.F shall not apply to any Claim-Over arising out of or based on a Claim by a subdivision, county, municipality, special district, or other

such local government sub-entity of the State even if the Claim is a Released Claim under this Judgment.

## **VI. ENFORCEMENT**

- A. For the purposes of resolving disputes with respect to compliance with this Judgment, should the Attorney General have a reasonable basis to believe that Publicis Health has engaged in a practice that violates a provision of this Judgment subsequent to the Effective Date, then such Attorney General shall notify Publicis Health in writing of the specific objection, identify with particularity the provision of this Judgment that the practice appears to violate, and give Publicis Health thirty (30) calendar days to respond to the notification; provided, however, that the Attorney General may take any action if the Attorney General believes that, because of the specific practice, a threat to the health or safety of the public requires immediate action.
- B. Upon receipt of written notice, Publicis Health shall provide a good faith written response to the Attorney General's notification, containing (a) either a statement explaining why Publicis Health believes it is in compliance with the Judgment, or a detailed explanation of how the alleged violation occurred and a statement explaining how Publicis Health intends to remedy the alleged breach; and (b) as applicable, an explanation of efforts undertaken to cure the potential violation and a schedule for completing the efforts to cure. Nothing in this section shall be interpreted to limit the State of New York's civil investigative demand ("CID") or investigative subpoena authority, to the extent such authority exists under

applicable law, and Publicis Health reserves all of its rights in responding to a CID or investigative subpoena issued pursuant to such authority.

- C. The Attorney General may agree, in writing, to provide Publicis Health with additional time beyond the thirty (30) calendar days to respond to a notice provided under Paragraph VI.A. above without Court approval.
- D. Upon giving Publicis Health thirty (30) calendar days to respond to the notification described above, the Attorney General shall also be permitted reasonable access pursuant to that State's CID or investigative subpoena authority to inspect and copy relevant, non-privileged, non-work product records and documents in the possession, custody, or control of Publicis Health that relate to Publicis Health's alleged non-compliance with the provision of this Judgment described in that notification.
- E. Publicis Health and the Attorney General shall meet or otherwise confer regarding the notification (which may at either party's election be a virtual or technology-based meeting), provided, however, that the meeting is not required to take place sooner than fifteen (15) calendar days after a written response to the notification.
- F. Within thirty (30) calendar days of the meeting pursuant to Paragraph VI.E above, the Attorney General, taking into account the written response, any other submission made by Publicis Health, and other information available, shall resolve the notification as follows:
  - 1. If the Attorney General reasonably believes that a potential violation is not ongoing or has been substantially resolved as of thirty (30) calendar days from the meeting pursuant to Paragraph VI.E above, the Attorney General

shall provide notice to Publicis Health and shall not enforce compliance with this Judgment.

2. If the Attorney General reasonably believes that a potential violation is ongoing and has not been substantially resolved as of thirty (30) calendar days from the meeting pursuant to Paragraph VI.E above, the Attorney General shall request that Publicis Health prepare, within another thirty (30) calendar days, a corrective action plan to remedy the potential violation, including a reasonable period for implementation of such plan. The Attorney General may extend the period of time to prepare a corrective action plan based on a reasonable request by Publicis Health. A corrective action plan may address multiple potential violations, and an existing corrective action plan may be amended to address additional potential violations.
3. Within ten (10) business days of submission of a corrective action plan regarding a potential violation, the Attorney General shall confer with Publicis Health regarding the proposed corrective action plan. The Attorney General may recommend revisions in its discretion. The conference required by this paragraph may at any party's election be a virtual or technology-based meeting.
4. Within thirty (30) calendar days of the conference in Paragraph VI.F.3 above, the Attorney General shall advise Publicis Health whether it has adopted the proposed corrective action plan or whether it has adopted it after making modifications. The Attorney General shall also set forth a

reasonable period for implementation of any such plan that has been adopted. Publicis Health must begin to comply with the corrective action plan within five (5) business days of receiving notice that the corrective action plan has been adopted.

- G. The Attorney General may assert any claim that Publicis Health has violated this Judgment in this action or a separate civil action to enforce compliance with this Judgment, or may seek any other relief afforded by law for violations of the Judgment, but only after providing Publicis Health an opportunity to respond to the notification described in Paragraph VI.A above and/or cure the potential violation as described in Paragraph VI.F above; provided, however, that the Attorney General may take any action if the signatory Attorney General believes that, because of the specific practice, a threat to the health or safety of the public requires immediate action. For the avoidance of doubt, nothing herein shall impair the Attorney General from enforcing the laws or seeking an injunction against unlawful conduct.

## **VII. RELEASE**

- A. Upon receipt of the payments set forth in Paragraph V.A above, Releasers hereby release and forever discharge the Released Parties from all Released Claims that the Attorney General is authorized by law to release as of the Effective Date, provided, however, as a condition thereof, that if Publicis Health enters voluntary or involuntary bankruptcy proceedings under Title 11 of the United States Code, or any proceeding under any state or federal receivership or insolvency law, prior to or within ninety-one (91) calendar days of effective payment of the amount due

under Paragraph V.A above, then the aforesaid release and discharge of the Released Parties shall be void and of no effect.

- B. The release in Paragraph VII.A is intended by the Parties to be broad and shall be interpreted so as to give the Released Parties the broadest possible bar against any liability relating in any way to Released Claims. This Consent Judgment shall be a complete bar to any Released Claims.
- C. *Representation and Warranty.* The signatories hereto on behalf of the State of New York expressly represent and warrant that they will, within 21 (twenty-one) days after the Effective Date, have (or have obtained) the authority to settle and release, to the maximum extent of the State's power, all Released Claims of (1) the State of New York; (2) all past and present executive departments, state agencies, divisions, boards, commissions and instrumentalities with the regulatory authority to enforce state and federal controlled substances acts; and (3) any of the State of New York's past and present executive departments, agencies, divisions, boards, commissions, and instrumentalities that have the authority to bring Claims related to Covered Conduct seeking money (including abatement and/or remediation) or revocation or suspension of a pharmaceutical distribution or dispensing license. For the purposes of clause (3) above, executive departments, agencies, divisions, boards, commissions, and instrumentalities are those that are under the executive authority or direct control of the State of New York's Governor.

- D. Notwithstanding any term of this Judgment, specifically reserved and excluded from the release in Paragraph VII.A as to any entity or person, including Released Parties, are any and all of the following:
1. Any criminal liability that any person and/or entity, including Released Parties, has or may have to the State of New York;
  2. Any civil or administrative liability that any person and/or entity, including Released Parties, has or may have to the State of New York not covered by the release in Paragraph VII.A above, including, the following claims:
    - a. state or federal antitrust violations;
    - b. any claims arising under state tax laws;
    - c. any claims arising under state or federal environmental laws;
    - d. any claims arising under state or federal Medicaid laws;
    - e. any claims arising under state securities laws;
    - f. any action to enforce this Judgment and any subsequent related orders and judgments.
  3. Any liability under the State of New York above-cited consumer protection laws which any person and/or entity, including Released Parties, has or may have to individual consumers. Nothing herein precludes the Released Parties from asserting any claims or defenses that may be available to them under the law in any court action.
- E. Nothing herein precludes a Released Party from asserting any claims or defenses that may be available to it under the law in any court action.

- F. *Cooperation.* Releasers (1) will not encourage any person or entity to bring or maintain any Released Claim against any Released Party and (2) will reasonably cooperate with and not oppose any effort by a Released Party to secure the prompt dismissal of any and all Released Claims.

### **VIII. MOST FAVORED NATIONS CLAUSE**

- A. If Publicis Health or any member, subsidiary, direct or indirect parent, or affiliate enters into any settlement agreement with any Non-Settling State after the Effective Date that resolves Claims similar in scope to the claims released by a Settling State under this Consent Judgment on overall payment terms that are more favorable to such Non-Settling State than the overall payment terms of this Consent Judgment (after due consideration of relevant differences in population or other appropriate factors), then the Settling States, individually or collectively, may seek review, pursuant to Section VIII.C, of the overall payment terms of this Consent Judgment so that such Settling State(s) may obtain overall payment terms at least as favorable as those obtained by such Non-Settling State. “Overall payment terms” refers to consideration of all payment terms of the two agreements, taken together, including, but not limited to the amount of payments, the timing of payments, and conditions or contingencies on payments.
- B. For any settlement with a Non-Settling State involving claims like claims released by a Settling State under this Consent Judgment, Publicis Health shall provide a copy of the settlement agreement or relevant consent judgment within thirty (30) calendar days of the Effective Date of such settlement to the Multistate Executive

Committee. The Multistate Executive Committee shall transmit the settlement or relevant consent judgment to all Settling States.

C. If one or more Settling States believes that the overall payment terms of an agreement between Publicis Health or any member, subsidiary, direct or indirect parent, or affiliate and a Non-Settling State is more favorable to the Non-Settling State, when compared to the totality of the circumstances outlined in Section VII.A of this Consent Judgment, Publicis Health and the Settling State shall engage in the following process:

1. The Settling State(s) shall provide notice, within sixty (60) calendar days of the date on which that Settling State receives the settlement agreement or consent judgment, to Publicis Health of its (their) intent to seek revision of this Consent Judgment to provide payment terms that are, on an overall basis, as favorable as those obtained by the Non-Settling State. Such notice shall be confidential and not disclosed publicly to the extent allowed by law and shall state, in detail, the basis for the State's (States') belief that it (they) is entitled to a revision of the Consent Judgment.
2. Publicis Health shall, within thirty (30) calendar days, provide a response to the Settling State(s), explaining its position, in detail, as to whether the Settling State(s) is entitled to more favorable overall payment terms than those provided for in this Consent Judgment.
3. In the event the Settling State(s) and Publicis Health do not reach agreement as to the application of Section VIII.A, the Settling State(s) may seek judicial review from the court as to the applicability of Section VIII.A,

provided that the Settling State(s) may seek such review only if at least five  
(5) Settling States co-sign the petition.

- D. This Section VIII.A does not apply to, and there is no ability of any Settling State to seek or obtain revision of this Consent Judgment based on, any Non-Settling State agreement with Publicis Health or any member, subsidiary, direct or indirect parent, or affiliate that is entered into with: (a) a Non-Settling State that has advanced litigation against Publicis Health or any member, subsidiary, direct or indirect parent, or affiliate entity beyond the point at which one or more claims has survived a motion for summary judgment; or (b) a Non-Settling State that has obtained any court order or judicial determination that grants judgment (in whole or in part) against Publicis Health or any member, subsidiary, direct or indirect parent, or affiliate.

#### **IX. ADDITIONAL PROVISIONS**

- A. Nothing in this Judgment shall be construed to authorize or require any action by Publicis Health in violation of applicable federal, state, or other laws.
- B. *Waiver.* Publicis Health for good and valuable consideration the receipt of which is acknowledged, hereby (a) waives, foregoes and relinquishes all rights to utilize and/or seek relief under any of the following laws of the State of Texas for the restructuring of any of its business affairs: Tex. Bus. Orgs. Code § 10.003 (Contents of Plan of Merger: More Than One Successor) or any other statute of Subchapter A of Chapter 10 of Tex. Bus. Orgs. Code to the extent such statute relates to multi-successor mergers (and/or any other similar laws or statutes in any other state or territory); Tex. Bus. Orgs. Code §§ 11.01–11.414 (Winding Up and

Termination of Domestic Entity); or Tex. Bus. & Com. Code §§ 23.01–23.33 (Assignments for the Benefit of Creditors) (collectively, the “Texas Statutes”); and (b) agrees, warrants and represents that it will not file, request or petition for relief under the Texas Statutes, in each case until such time as all of Publicis Health’s obligations incurred hereunder are satisfied in full. The foregoing waiver and relinquishment includes, without limitation, until such time as all of Publicis Health obligations hereunder are satisfied in full, Publicis Health’s rights to execute a divisional merger or equivalent transaction or restructuring that in each case has the intent or foreseeable effect of (i) separating material assets from material liabilities and (ii) assigning or allocating all or a substantial portion of those liabilities to any subsidiary or affiliate that files for relief under chapter 11 of the Bankruptcy Code, or pursuant to which such subsidiary or affiliate that files for relief under chapter 11 of the Bankruptcy Code would be assuming or retaining all or a substantial portion of those liabilities.

- C. *Affirmative Representation of Solvency.* Publicis Health hereby warrants and represents that, as of the date of the execution of this Agreement, it is not insolvent as such term is defined and interpreted under 11 U.S.C. §§101 et seq. (“Code”) including, without limitation, Code §§ 547 and 548. Further, Publicis Health hereby warrants that it is not and will not become insolvent by the obligations incurred or the payments required hereby, again as insolvency is defined and interpreted under the Code, including, without limitation, Code §§ 547 and 548.

- D. *Modification.* This Judgment may be modified by a stipulation of the Parties as approved by the Court, or by court proceedings resulting in a modified judgment of the Court, except to the extent as otherwise provided herein. For purposes of modifying this Judgment across all Settling States, Publicis Health may contact any member of the Multistate Executive Committee for purposes of coordinating this process.
- E. The acceptance of this Judgment by the State of New York shall not be deemed approval by the State of New York of any of Publicis Health's business practices. Further, neither Publicis Health nor anyone acting on its behalf shall state or imply, or cause to be stated or implied, that the State of New York or any other governmental unit of New York has approved, sanctioned, or authorized any practice, act, or conduct of Publicis Health by reason of this Judgment.
- F. Any failure by any party to this Judgment to insist upon the strict performance by any other party of any of the provisions of this Judgment shall not be deemed a waiver of any of the provisions of this Judgment, and such party, notwithstanding such failure, shall have the right thereafter to insist upon the specific performance of any and all of the provisions of this Judgment.
- G. *Entire Agreement.* This Judgment represents the full and complete terms of the settlement entered into by the Parties hereto. In any action undertaken by the Parties, no prior versions of this Judgment and no prior versions of any of its terms that were not entered by the Court in this Judgment, may be introduced for any purpose whatsoever.

- H. *Jurisdiction.* This Court retains jurisdiction of this Judgment and the Parties hereto for the purposes of enforcing or modifying this Judgment and/or for the purpose of granting such additional relief as may be necessary and appropriate.
- I. *Notice.* All notices under this Judgment be provided to the following via email and overnight mail:

Publicis Health:

David Anders  
Wachtell Lipton Rosen & Katz  
51 West 52nd Street  
New York, NY 10019  
DBAnders@wlrk.com

Michael Dockterman  
Steptoe LLP  
227 West Monroe Street, Suite 4700  
Chicago, IL 60606  
mdockterman@steptoe.com

Attorney General:

Noah H. Popp  
Assistant Attorney General  
Office of the New York Attorney General  
28 Liberty Street, 20th Fl.  
New York, NY 10005  
Noah.Popp@ag.ny.gov  
212-416-8915

**APPROVAL BY COURT**

APPROVED and SO ORDERED this \_\_\_\_ day of \_\_\_\_, 2024

\_\_\_\_\_  
Judge

**Approved:**

For Defendant Publicis Health, LLC



\_\_\_\_\_  
David Anders  
Wachtell Lipton Rosen & Katz  
51 West 52nd Street  
New York, NY 10019  
DBAnders@wlrk.com

01/31/2024

\_\_\_\_\_  
Date

Michael Dockterman  
Steptoe LLP  
227 West Monroe Street, Suite 4700  
Chicago, IL 60606  
mdockterman@steptoe.com

*Counsel for Publicis Health, LLC*

LETITIA JAMES  
Attorney General of the State of New York



\_\_\_\_\_  
By: Muhammad Umair Khan  
Senior Advisor & Special Counsel  
Office of the New York Attorney General  
28 Liberty Street 23rd Fl.  
New York, NY 10005  
Umair.Khan@ag.ny.gov  
212-416-6685

02/01/2024

\_\_\_\_\_  
Date

## Exhibit A

### Publicis Multistate Settlement Allocation

State	Share	Dollar Amount			
Alabama	1.5958653635%	\$5,473,818.20	Nevada	1.2017657135%	\$4,122,056.40
Alaska	0.2283101787%	\$783,103.91	New Hampshire	0.5784834777%	\$1,984,198.33
Arizona	2.3755949882%	\$8,148,290.81	New Jersey	2.7551354545%	\$9,450,114.61
Arkansas	0.9322152924%	\$3,197,498.45	New Mexico	0.7989379794%	\$2,740,357.27
California	9.9213830698%	\$34,030,343.93	New York	5.3903813405%	\$18,489,008.00
Colorado	1.6616291219%	\$5,699,387.89	North Carolina	3.2502525994%	\$11,148,366.42
Connecticut	1.2938102647%	\$4,437,769.21	North Dakota	0.1700251989%	\$583,186.43
Delaware	0.4420285052%	\$1,516,157.77	Ohio	4.3567051408%	\$14,943,498.63
Dist. of Columbia	0.1799774824%	\$617,322.76	Oklahoma	1.5322312508%	\$5,255,553.19
Florida	7.0259134409%	\$24,098,883.10	Oregon	1.3741405009%	\$4,713,301.92
Georgia	2.7882080114%	\$9,563,553.48	Pennsylvania	4.5882419559%	\$15,737,669.91
Hawaii	0.3246488040%	\$1,113,545.40	Rhode Island	0.4465429178%	\$1,531,642.21
Idaho	0.4919080117%	\$1,687,244.48	South Carolina	1.5393083548%	\$5,279,827.66
Illinois	3.3263363702%	\$11,409,333.75	South Dakota	0.1982071487%	\$679,850.52
Indiana	2.2168933059%	\$7,603,944.04	Tennessee	2.6881474977%	\$9,220,345.92
Iowa	0.7419256132%	\$2,544,804.85	Texas	6.2932157196%	\$21,585,729.92
Kansas	0.7840793410%	\$2,689,392.14	Utah	1.1466798699%	\$3,933,111.95
Kentucky	1.9963344879%	\$6,847,427.29	Vermont	0.2544890561%	\$872,897.46
Louisiana	1.4650905059%	\$5,025,260.44	Virginia	2.2801150757%	\$7,820,794.71
Maine	0.5293231313%	\$1,815,578.34	Washington	2.3189040182%	\$7,953,840.78
Maryland	2.1106090494%	\$7,239,389.04	West Virginia	1.0567416533%	\$3,624,623.87
Massachusetts	2.3035761083%	\$7,901,266.05	Wisconsin	1.7582560561%	\$6,030,818.27
Michigan	3.4020234989%	\$11,668,940.60	Wyoming	0.1668134842%	\$572,170.25
Minnesota	1.2972597706%	\$4,449,601.01	American Samoa	0.0171221696%	\$58,729.04
Mississippi	0.8624327860%	\$2,958,144.46	Guam	0.0480366565%	\$164,765.73
Missouri	2.0056475170%	\$6,879,370.98	N.M Islands	0.0167059202%	\$57,301.31
Montana	0.3125481816%	\$1,072,040.26	Puerto Rico	0.7101195950%	\$2,435,710.21
Nebraska	0.4171546352%	\$1,430,840.40	U.S. Virgin Islands	0.0315673573%	\$108,276.04
			<b>Total</b>		\$343,000,000.00

**Exhibit B**  
Publicis Multistate Settlement Allocation of Costs

<b>State</b>	<b>Amount</b>		
Document Repository	\$2,250,000.00	North Dakota	\$5,000.00
Everlaw Reimbursement	\$206,330.00	Ohio	\$5,000.00
Alabama	\$5,000.00	Oklahoma	\$5,000.00
Alaska	\$5,000.00	Oregon	\$632,367.10
Arizona	\$5,000.00	Pennsylvania	\$5,000.00
Arkansas	\$5,000.00	Rhode Island	\$5,000.00
California	\$331,733.56	South Carolina	\$5,000.00
Colorado	\$713,992.10	South Dakota	\$5,000.00
Connecticut	\$331,733.56	Tennessee	\$331,733.56
Delaware	\$5,000.00	Texas	\$5,000.00
District of Columbia	\$5,000.00	Utah	\$5,000.00
Florida	\$5,000.00	Vermont	\$207,333.48
Georgia	\$5,000.00	Virginia	\$5,000.00
Hawaii	\$5,000.00	Washington	\$5,000.00
Idaho	\$207,333.48	West Virginia	\$5,000.00
Illinois	\$5,000.00	Wisconsin	\$5,000.00
Indiana	\$5,000.00	Wyoming	\$5,000.00
Iowa	\$5,000.00	American Samoa	\$5,000.00
Kansas	\$5,000.00	Guam	\$5,000.00
Kentucky	\$5,000.00	N.M. Islands	\$5,000.00
Louisiana	\$5,000.00	Puerto Rico	\$5,000.00
Maine	\$5,000.00	US Virgin Islands	\$5,000.00
Maryland	\$5,000.00		
Massachusetts	\$662,367.10		
Michigan	\$5,000.00		
Minnesota	\$5,000.00		
Mississippi	\$5,000.00		
Missouri	\$5,000.00		
Montana	\$5,000.00		
Nebraska	\$5,000.00		
Nevada	\$5,000.00		
New Hampshire	\$5,000.00		
New Jersey	\$5,000.00		
New Mexico	\$5,000.00		
New York	\$687,742.60		
North Carolina	\$207,333.48		

## Exhibit C

### NEW YORK PUBLICIS DISTRIBUTION SCHEDULE

This Schedule sets forth the terms and conditions governing the distribution of funds received by New York from Publicis Health, LLC (“Publicis”), which constitutes a “Statewide Opioids Settlement Agreement” as defined in N.Y. Mental Hyg. Law § 25.18(a)(8);

Whereas, the people of the State of New York and its communities have been harmed by misfeasance, nonfeasance, and malfeasance committed by Publicis related to its marketing and promotion of opioids on behalf of various opioid manufacturers;

Whereas, the State of New York are engaged in an investigation of Publicis seeking to hold Publicis accountable for the damage caused by its misfeasance, nonfeasance, and malfeasance; and

Whereas, the State of New York desires to abate and alleviate the impacts of the misfeasance, nonfeasance, and malfeasance of Publicis throughout the State of New York;

Now therefore, notwithstanding the New York Distributor Statewide Opioid Settlement Agreement, the New York Janssen Statewide Opioid Settlement Agreement, and the New York Allergan Statewide Opioid Settlement Agreement, and the New York Statewide Teva Opioids Settlement Agreement, the State of New York sets forth this Distribution Schedule relating to the allocation, distribution, and use of the proceeds of the Publicis Nationwide Opioids Settlement Agreement (as defined below).

#### **I. DEFINITIONS**

- A. “Approved Uses” means any opioid or substance use disorder related projects or programs that fall within the list of uses in Schedule C.
- B. “Lead State Agency” means the New York State Office of Addiction Services and Supports. As provided for in Section V, The Lead State Agency will coordinate with the New York Department of Health, the New York Office of Mental Health, and the New York Division of Housing and Community Renewal, as well as other agencies, to expend and oversee funds from the Publicis Nationwide Opioid Settlement Fund.
- C. The “Advisory Board” means the advisory board created and described by N.Y. Mental Hyg. Law § 25.18(c) and Section V of Exhibit N of the New York Distributor Statewide Opioid Settlement Agreement.
- D. “Direct Share Subdivision” means every county of the State of New York other than the City of New York.
- E. “New York Allergan Statewide Opioid Settlement Agreement” means the Allergan New York Settlement Agreement, executed on December 8, 2021.

- F. “New York Distributor Statewide Opioid Settlement Agreement” means the Distributors New York Settlement Agreement, executed on July 20, 2021.
- G. “New York Janssen Statewide Opioid Settlement Agreement” means the Janssen New York Settlement Agreement, executed on June 25, 2021.
- H. “New York Teva Statewide Opioid Settlement Agreement” means the Teva New York Settlement Agreement, executed on November 3, 2022.
- I. “New York Subdivisions” means each county, city, town, village or special district in New York.
- J. “Opioid Settlement Funds” shall mean monetary amounts obtained through the Publicis Nationwide Opioid Settlement Agreement as defined in this Schedule.
- K. “Publicis” shall mean Publicis Health, LLC. and all of its past and present direct and indirect parents and subsidiaries.
- L. “Publicis Nationwide Opioids Settlement Agreement” shall mean this settlement agreement jointly entered into by the Settling States, including New York, with Publicis, dated as of February 1, 2024.
- M. “Opioid Settlement Fund” means the fund created by Section IV, which will be used or distributed in accordance with Section IV and this Schedule.

## **II. GENERAL FINANCIAL AND STRUCTURE TERMS**

- A. **Scope of Schedule.** This Schedule applies to New York State’s share of the Settlement Abatement Payment from the Publicis Nationwide Opioids Settlement Agreement.
- B. **Allocation and Distribution of Funds for Restitution and Abatement.** All Opioid Settlement Funds paid to New York from the Publicis Nationwide Opioids Settlement Agreement shall be allocated and distributed as follows.
  1. **16.39%** to the Lead State Agency to be placed in the Opioid Settlement Fund for Regional Spending on Approved Uses.
  2. **33.65%** to the Lead State Agency to be placed in the Opioid Settlement Fund for Discretionary Spending on Approved Uses and for Administration of the Opioid Settlement Fund.
  3. **13.5%** to the Direct Share Subdivisions as “Direct Unrestricted Funds”.
  4. **13.5%** to the Direct Share Subdivisions for spending on Approved Uses (“Direct Restricted Funds”).

5. **22.96%** to the City of New York for spending on Approved Uses.

- C. **Redistribution in Certain Situations.** In the event a Direct Share Subdivision merges, dissolves, or ceases to exist, the allocation percentage for that Direct Share Subdivision shall be redistributed equitably based on the composition of the successor Subdivision. If a Direct Share Subdivision or New York City for any reason is excluded from Publicis Nationwide Opioids Settlement Agreement, including because it refuses funds under this Schedule, the allocation percentages for that New York Subdivision shall be redistributed equitably among the remaining Subdivisions.
- D. **Direct Payment of Certain Funds.** All Opioid Settlement Funds allocated to the Direct Share Subdivisions and the City of New York pursuant to Sections II.B.3, 4, and 5 shall be paid directly and as promptly as reasonably practicable by Publicis or the settlement fund administrator(s) to the Direct Share Subdivisions and the City of New York, respectively.

### **III. THE DIRECT SHARE SUBDIVISION AND CITY OF NEW YORK FUNDS**

- A. **Distribution of the Direct Share Subdivision Funds.** The Direct Unrestricted Funds and the Direct Restricted Funds shall be paid to the Direct Share Subdivisions pursuant to Section II.B.3 and 4, and will be fully distributed among them pursuant to the allocation set forth in Schedule A to this Schedule.
- B. **Certification of Spending on Approved Uses.** Each year, the Direct Share Subdivisions and the City of New York shall certify to the Lead State Agency and the Advisory Board that all funds distributed to them pursuant to Sections II.B.4 and 5 of this Schedule, which were spent during the preceding year, were spent on projects and programs that constitute Approved Uses. These certifications shall be made by August 1 of each year following the year in which such funds were spent and shall be accompanied by a detailed accounting of the spending of such funds as well as analysis and evaluation of the projects and programs they have funded.

### **IV. THE OPIOID SETTLEMENT FUND**

- A. **Establishment of the Opioid Settlement Fund.**
  - 1. Each year the Lead State Agency will allocate approximately **32.8%** of the Opioid Settlement Fund (16.39% of the total Opioid Settlement Funds) for Approved Uses in the various regions of New York State, except New York City, pursuant to a commitment to spend in each the corresponding percentages shown in Schedule B. Each New York Subdivision other than New York City may apply for and receive funds from the Opioid Settlement Fund, provided however, that each such Subdivision shall, as a condition to the receipt of these funds, certify at the end of each fiscal year during which it receives such funds that all funds provided to it under this provision of the Agreement were spent on projects and programs that constitute Approved Uses and provided that it complies with the reporting requirements set forth in Section IV.E.

2. Each year the Lead State Agency will set aside approximately **67.2%** of the Opioid Settlement Fund (33.65% of the total Opioid Settlement Funds) for spending by the Lead State Agency to (a) fund State projects that constitute Approved Uses, and (b) carry out the duties of the Lead State Agency and Advisory Board under this Schedule, including oversight and administration of the Opioid Settlement Fund and the Advisory Board. No more than 5% of the total Opioid Settlement Fund may be used in any fiscal year for oversight and administrative costs of the Opioid Settlement Fund and the Advisory Board.
- B. **Approved Uses.** The Approved Uses are set forth in Schedule C below. The Advisory Board may recommend to the Legislature adding or removing Approved Uses in response to changing substance use disorder needs in the state. The Advisory Board may not recommend that Approved Uses be removed from the list of Approved Uses without the vote of three-fourths of the present members of the Advisory Board.
- C. **Oversight and Auditing.** The Lead State Agency will engage in oversight and audits of projects and programs funded through the Opioid Settlement Fund.
- D. **New York Subdivision Reporting.** Each New York Subdivision that receives funds from the Opioid Settlement Fund under this Schedule will annually provide to the Lead State Agency and Advisory Board a detailed accounting of the spending of such funds as well as analysis and evaluation of the projects and programs it has funded. Such accounting shall be provided by August 1 of each year following the year in which such funds were spent. The Lead Agency may withhold future funds from any New York Subdivision that is delinquent in providing this reporting, until the required report is submitted.
- E. **Lead Agency Reporting.** The Lead State Agency and other relevant government commissioners, in consultation with the Advisory Board, will annually provide the Governor, Speaker of the Assembly, the Temporary President of the Senate, and other legislative leaders as provided by law, a written report, which, among other things, provides a detailed accounting of the previous year's spending of all monies in the Opioid Settlement Fund, any spending by the Direct Share Subdivisions pursuant to Section II.B.4 and any spending by New York City pursuant to Section II.B.5, as well as an analysis and evaluation of the projects and programs so funded. This report shall be provided on or before November 1 of each year, beginning one year after the initial deposit of monies in the Opioid Settlement Fund. At the same time, in consultation with the Advisory Board, the Lead State Agency will report annually the results of research funded by funds from this Schedule, the status of any outstanding audits, and the non-binding recommendations of the Advisory Board.

## **V. THE ROLE OF THE ADVISORY BOARD**

The Advisory Board established pursuant N.Y. Mental Hyg. Law § 25.18(c) and Section V of Exhibit N of the New York Distributor Statewide Opioid Settlement Agreement will constitute the Advisory Board for this Schedule.

## VI. RETENTION OF JURISDICTION

The Supreme Court, County of Suffolk, shall retain jurisdiction for the purpose of this Schedule, including its interpretation and enforcement.

### Schedule A

Allegany	0.357165318%
Cattaraugus	0.642195636%
Chautauqua	1.241715882%
Erie	10.136633188%
Niagara	2.477188101%
<b>Western Region</b>	<b>14.854898125%</b>

Genesee	0.515196879%
Livingston	0.492118390%
Monroe	6.803582737%
Ontario	0.949691609%
Orleans	0.299315242%
Seneca	0.280458702%
Wayne	0.720700807%
Wyoming	0.298445659%
Yates	0.179730768%
<b>Finger Lakes Region</b>	<b>10.539240794%</b>

Broome	2.023199540%
Chemung	0.893139073%
Chenango	0.374437362%
Delaware	0.398281405%
Schuyler	0.150977417%
Steuben	0.824409698%
Tioga	0.393194599%
Tompkins	0.853733926%
<b>Southern Tier Region</b>	<b>5.911373020%</b>

Cayuga	0.655042016%
Cortland	0.392243722%
Madison	0.587670115%
Onondaga	4.584636706%
Oswego	1.123362279%
<b>Central NY Region</b>	<b>7.342954838%</b>

Fulton	0.334994633%
Herkimer	0.477264154%
Montgomery	0.328705724%
Oneida	2.049342035%

Otsego	0.486438164%
Schoharie	0.201379206%
<b>Mohawk Valley Region</b>	<b>3.878123916%</b>

Clinton	0.602835516%
Essex	0.266282468%
Franklin	0.331574574%
Hamilton	0.021945068%
Jefferson	0.923405141%
Lewis	0.182061533%
St. Lawrence	0.894822840%
<b>North Country Region</b>	<b>3.222927141%</b>

Albany	2.023707996%
Columbia	0.476163845%
Greene	0.575107976%
Rensselaer	0.921265062%
Saratoga	1.217481398%
Schenectady	0.882596381%
Warren	0.443809488%
Washington	0.347923360%
<b>Capital Region</b>	<b>6.888055507%</b>

Dutchess	3.176239480%
Orange	3.761028579%
Putnam	0.859026330%
Rockland	2.234274142%
Sullivan	1.369227850%
Ulster	1.785637694%
Westchester	6.675594469%
<b>Mid-Hudson Region</b>	<b>19.861028544%</b>

Nassau	11.156263618%
Suffolk	16.345134498%
<b>Long Island</b>	<b>27.501398116%</b>

## Schedule B

<u>Western Region</u>	<u>14.854898125%</u>
<u>Finger Lakes Region</u>	<u>10.539240794%</u>
<u>Southern Tier Region</u>	<u>5.911373020%</u>
<u>Central NY Region</u>	<u>7.342954838%</u>
<u>Mohawk Valley Region</u>	<u>3.878123916%</u>
<u>North Country Region</u>	<u>3.222927141%</u>
<u>Capital Region</u>	<u>6.888055507%</u>
<u>Mid-Hudson Region</u>	<u>19.861028544%</u>
<u>Long Island Region</u>	<u>27.501398116%</u>

## Schedule C – Approved Uses

### I. 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, evidence-informed, or promising programs or strategies that may include, but are not limited to, the following:

1. Expand availability of treatment for OUD and any co-occurring SUD/MH conditions, including all forms of Medication-Assisted Treatment (MAT) approved by the U.S. Food and Drug Administration.
2. Support and reimburse services that include the full American Society of Addiction Medicine (ASAM) continuum of care for OUD and any co-occurring SUD/MH conditions, including but not limited to:
  - a. Medication-Assisted Treatment (MAT);
  - b. Abstinence-based treatment;
  - c. Treatment, recovery, or other services provided by states, subdivisions, community health centers; non-for-profit providers; or for-profit providers;
  - d. Treatment by providers that focus on OUD treatment as well as treatment by providers that offer OUD treatment along with treatment for other SUD/MH conditions; or
  - e. Evidence-informed residential services programs, as noted below.
3. Expand telehealth to increase access to treatment for OUD and any co-occurring SUD/MH conditions, including MAT, as well as counseling, psychiatric support, and other treatment and recovery support services.
4. Improve oversight of Opioid Treatment Programs (OTPs) to assure evidence-based, evidence-informed or promising 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. Treatment of mental health trauma resulting from the traumatic experiences of the opioid user (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 persons with OUD and any co-occurring SUD/MH conditions, including medical detox, referral to treatment, or connections to other services or supports.

8. Training for MAT for health care providers, students, or other supporting professionals, such as peer recovery coaches or recovery outreach specialists, including telementoring to assist community-based providers in rural or underserved areas.
9. Support workforce development for addiction professionals who work with persons with OUD and any co-occurring SUD/MH conditions.
10. Fellowships for addiction medicine specialists for direct patient care, instructors, and clinical research for treatments.
11. Scholarships and supports for certified addiction counselors and other mental and behavioral health providers involved in addressing OUD any co-occurring SUD/MH conditions, including but not limited to training, scholarships, fellowships, loan repayment programs, or other incentives for providers to work in rural or underserved areas.
12. Scholarships for persons to become certified addiction counselors, licensed alcohol and drug counselors, licensed clinical social workers, and licensed mental health counselors practicing in the SUD field, and scholarships for certified addiction counselors, licensed alcohol and drug counselors, licensed clinical social workers, and licensed mental health counselors practicing in the SUD field for continuing education and licensing fees.
13. Provide funding and training for clinicians to obtain a waiver under the federal Drug Addiction Treatment Act of 2000 (DATA 2000) to prescribe MAT for OUD and provide technical assistance and professional support for clinicians who have obtained a DATA 2000 waiver.
14. 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.
15. Development and dissemination of 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 treatment for and recovery from OUD and any co-occurring SUD/MH conditions through evidence-based, evidence-informed, or promising programs or strategies that may include, but are not limited to, the following:

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

3. Provide access to housing for people with OUD and any co-occurring SUD/MH conditions, including supportive housing, recovery housing, housing assistance programs, or training for housing providers.
4. Provide community support services, including social and legal services, to assist in deinstitutionalizing persons with OUD and any co-occurring SUD/MH conditions.
5. 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.
6. Provide or support transportation to treatment or recovery programs or services for persons with OUD and any co-occurring SUD/MH conditions.
7. Provide employment training or educational services for persons in treatment for or recovery from OUD and any co-occurring SUD/MH conditions.
8. Identifying successful recovery programs such as physician, pilot, and college recovery programs, and providing support and technical assistance to increase the number and capacity of high-quality programs to help those in recovery.
9. Engaging non-profits, faith-based communities, and community coalitions to support people in treatment and recovery and to support family members in their efforts to manage the opioid user in the family.
10. Training and development of procedures for government staff to appropriately interact and provide social and other services to current and recovering opioid users, including reducing stigma.
11. Support stigma reduction efforts regarding treatment and support for persons with OUD, including reducing the stigma on effective treatment.
12. Create or support culturally-appropriate services and programs for persons with OUD and any co-occurring SUD/MH conditions, including new Americans.
13. Create and/or support recovery high schools.

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

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

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.
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 most common.
4. Purchase automated versions of SBIRT and support ongoing costs of the technology.
5. Training for emergency room personnel treating opioid overdose patients on post-discharge planning, including community referrals for MAT, recovery case management or support services.
6. Support hospital programs that transition persons with OUD and any co-occurring SUD/MH conditions, or persons who have experienced an opioid overdose, into community treatment or recovery services through a bridge clinic or similar approach.
7. 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.
8. 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.
9. 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.
10. Provide funding for peer navigators, recovery coaches, care coordinators, or care managers that offer assistance to persons with OUD and any co-occurring SUD/MH conditions or to persons who have experienced on opioid overdose.
11. Create or support school-based contacts that parents can engage with to seek immediate treatment services for their child; and supporting prevention, intervention, treatment, and recovery programs focused on young people.
12. Develop and support best practices on addressing OUD in the workplace.
13. Support assistance programs for health care providers with OUD.
14. Engage non-profits and faith community as a system to support outreach for treatment.
15. 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.

16. Create or support intake and call centers to facilitate education and access to treatment, prevention, and recovery services for persons with OUD and any co-occurring SUD/MH conditions.
17. Develop or support a National Treatment Availability Clearinghouse – a multistate/nationally accessible database whereby health care providers can list locations for currently available in-patient and out-patient OUD treatment services that are accessible on a real-time basis by persons who seek treatment.

**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 – or are at risk of becoming involved – in the criminal justice system through evidence-based, evidence-informed or promising programs or strategies that may include, but are not limited to, the following:

1. Support pre-arrest and pre-arraignment diversion and deflection strategies for persons with OUD and any co-occurring SUD/MH conditions, including established strategies such as:
  - a. Self-referral strategies such as the Angel Programs or the Police Assisted Addiction Recovery Initiative (PAARI);
  - b. Active outreach strategies such as the Drug Abuse Response Team (DART) model;
  - c. “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;
  - d. Officer prevention strategies, such as the Law Enforcement Assisted Diversion (LEAD) model; or
  - e. Officer intervention strategies such as the Leon County, Florida Adult Civil Citation Network or the Chicago Westside Narcotics Diversion to Treatment Initiative; or
  - f. Co-responder and/or alternative responder models to address OUD-related 911 calls with greater SUD expertise and to reduce perceived barriers associated with law enforcement 911 responses.
2. Support pre-trial services that connect individuals with OUD and any co-occurring SUD/MH conditions to evidence-informed treatment, including MAT, and related services.
3. Support treatment and recovery courts for persons with OUD and any co-occurring SUD/MH conditions, but only if they provide referrals to evidence-informed treatment, including MAT.
4. Provide evidence-informed treatment, including MAT, recovery support, harm reduction, or other appropriate services to individuals with OUD and any co-occurring SUD/MH conditions who are incarcerated in jail or prison.
5. Provide evidence-informed treatment, including MAT, recovery support, harm reduction, or other appropriate services to individuals with OUD and any co-occurring SUD/MH conditions who are leaving jail or prison, who have recently left jail or prison, are on probation or parole, are under community corrections supervision, or are in re-entry programs or facilities.

6. Support critical time interventions (CTI), particularly for individuals living with dual-diagnosis OUD/serious mental illness, and services for individuals who face immediate risks and service needs and risks upon release from correctional settings.
7. Provide training on best practices for addressing the needs of criminal-justice-involved persons with OUD and any co-occurring SUD/MH conditions to law enforcement, correctional, or judicial personnel or to providers of treatment, recovery, harm reduction, case management, or other services offered in connection with any of the strategies described in this section.

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

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

1. Support evidence-based, evidence-informed, or promising treatment, including MAT, recovery services and supports, and prevention services for pregnant women – or women who could become pregnant – who have OUD and any co-occurring SUD/MH conditions, and other measures educate and provide support to families affected by Neonatal Abstinence Syndrome.
2. Training for obstetricians and other healthcare personnel that work with pregnant women and their families regarding OUD treatment and any co-occurring SUD/MH conditions.
3. Provide training to health care providers who work with pregnant or parenting women on best practices for compliance with federal requirements that children born with Neonatal Abstinence Syndrome get referred to appropriate services and receive a plan of safe care.
4. Child and family supports for parenting women with OUD and any co-occurring SUD/MH conditions.
5. Enhanced family supports and child care services for parents with OUD and any cooccurring SUD/MH conditions.
6. 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.
7. 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.
8. 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.

## **II. 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, evidence-informed, or promising programs or strategies that may include, but are not limited to, the following:

1. Training for health care providers regarding safe and responsible opioid prescribing, dosing, and tapering patients off opioids.
2. Academic counter-detailing to educate prescribers on appropriate opioids prescribing.
3. Continuing Medical Education (CME) on appropriate prescribing of opioids.
4. Support for non-opioid pain treatment alternatives, including training providers to offer or refer to multi-modal, evidence-informed treatment of pain.
5. Support enhancements or improvements to Prescription Drug Monitoring Programs (PDMPs), including but not limited to improvements that:
  - a. Increase the number of prescribers using PDMPs;
  - b. 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
  - c. Enable states to use PDMP data in support of surveillance or intervention strategies, including MAT referrals and follow-up for individuals identified within PDMP data as likely to experience OUD.
6. Development and implementation of a national PDMP – Fund development of a multistate/national PDMP that permits information sharing while providing appropriate safeguards on sharing of private health information, including but not limited to:
  - a. Integration of PDMP data with electronic health records, overdose episodes, and decision support tools for health care providers relating to OUD.
  - b. Ensuring PDMPs incorporate available overdose/naloxone deployment data, including the United States Department of Transportation’s Emergency Medical Technician overdose database.
7. Increase 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, evidence-

informed, or promising programs or strategies that may include, but are not limited to, the following:

1. Corrective advertising or affirmative public education campaigns based on evidence.
2. Public education relating to drug disposal.
3. Drug take-back disposal or destruction programs.
4. Fund community anti-drug coalitions that engage in drug prevention efforts.
5. Support 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).
6. Engaging non-profits and faith community as a system to support prevention.
7. Support evidence-informed school and community education programs and campaigns for students, families, school employees, school athletic programs, parent-teacher and student associations, and others.
8. 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.
9. Support community-based education or intervention services for families, youth, and adolescents at risk for OUD and any co-occurring SUD/MH conditions.
10. 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.
11. Support greater access to mental health services and supports for young people, including services and supports provided by school nurses or other school staff, to address mental health needs in young people that (when not properly addressed) increase the risk of opioid or other 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, evidence-informed, or promising programs or strategies that may include, but are not limited to, the following:

1. Increasing availability and distribution of naloxone and other drugs that treat overdoses to first responders, overdose patients, opioid users, families and friends of opioid users, schools, community

navigators and outreach workers, drug offenders upon release from jail/prison, and other members of the general public.

2. Public health entities provide free naloxone to anyone in the community, including but not limited to provision of intra-nasal naloxone in settings where other options are not available or allowed.
3. Training and education regarding naloxone and other drugs that treat overdoses for first responders, overdose patients, patients taking opioids, families, schools, and other members of the general public.
4. Enable school nurses and other school staff to respond to opioid overdoses, and provide them with naloxone, training, and support.
5. Expand, improve, or develop 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. Educate 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. Expand access to testing and treatment for infectious diseases such as HIV and Hepatitis C resulting from intravenous opioid use.
11. Support 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. Provide 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. Support screening for fentanyl in routine clinical toxicology testing.

### **III. OTHER STRATEGIES**

#### **I. FIRST RESPONDERS**

In addition to items C8, D1 through D7, H1, H3, and H8, support the following:

1. Law enforcement expenditures related to the opioid epidemic

2. Educate law enforcement or other first responders regarding appropriate practices and precautions when dealing with fentanyl or other drugs.
3. Provisions 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, and coordination to abate the opioid epidemic through activities, programs, or strategies that may include, but are not limited to, the following:

1. Community regional planning to identify goals for reducing harms related to the opioid epidemic, to identify areas and populations with the greatest needs for treatment intervention services, or to support other strategies to abate the opioid epidemic described in this opioid abatement strategy list including, but not limited to costs associated with local opioid task forces, community buprenorphine waiver trainings, and coordination and operation of community-based treatment prevention programming.
2. A government dashboard to track key opioid-related indicators and supports as identified through collaborative community processes.
3. Invest in infrastructure or staffing at government or not-for-profit agencies to support collaborative, cross-system coordination with the purpose of preventing overprescribing, opioid misuse, or opioid overdoses, treating those with OUD and any co-occurring SUD/MH conditions, supporting them in treatment or recovery, connecting them to care, or implementing other strategies to abate the opioid epidemic described in this opioid abatement strategy list.
4. Provide resources to staff government oversight and management of opioid abatement programs.

#### **K. TRAINING**

In addition to the training referred to in items above A7, A8, A9, A12, A13, A14, A15, B7, B10, C3, C5, E2, E4, F1, F3, F8, G5, H3, H12, and I2, support training to abate the opioid epidemic through activities, programs, or strategies that may include, but are not limited to, the following:

1. Provide funding for staff training or network programs and services regarding the capability of government, community, and not-for-profit entities to abate the opioid crisis.
2. Support infrastructure and staffing for collaborative cross-systems 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, and evaluation of programs and strategies described in this opioid abatement strategy list.
2. Research non-opioid treatment of chronic pain.
3. Research 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. Research on expanded modalities such as prescription methadone that can expand access to MAT.
8. 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.
9. 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.
10. Geospatial analysis of access barriers to MAT and their association with treatment engagement and treatment outcomes.

#### **M. POST-MORTEM**

1. Toxicology tests for the range of synthetic opioids presently 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.
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.