

**RESOLUTION NO. JR-035-2025**

**A JOINT RESOLUTION OF THE LAFAYETTE CITY COUNCIL AND THE LAFAYETTE PARISH COUNCIL AUTHORIZING THE LAFAYETTE MAYOR-PRESIDENT ON BEHALF OF THE PARISH OF LAFAYETTE AND THE CITY OF LAFAYETTE TO JOIN WITH THE STATE OF LOUISIANA AND OTHER LOCAL GOVERNMENTAL UNITS AS A PARTICIPANT IN ANY SETTLEMENT AGREEMENTS OR OTHER ASSOCIATED AGREEMENTS RELATIVE TO THE OPIOID LITIGATION<sup>1</sup>**

**BE IT RESOLVED** by the Lafayette City Council and the Lafayette Parish Council, that:

**WHEREAS**, Lafayette Parish has suffered harm from the opioid epidemic; and

**WHEREAS**, the entire State of Louisiana has suffered harm as a result of the opioid epidemic; and

**WHEREAS**, the State of Louisiana has a pending action in state court, and a number of Louisiana cities and parishes have also filed an action in *In re: National Opiate Litigation*, MDL No. 2804 (N.D. Ohio) (the “Opioid Litigation”) and Lafayette is a litigation participant in that action; and

**WHEREAS**, the State of Louisiana and various local governments of the State of Louisiana involved in the Opioid Litigation have agreed upon a unified plan for the allocation and use of prospective settlement dollars from opioid related litigation; and

**WHEREAS**, the Louisiana State-Local Government Opioid Litigation Memorandum of Understanding, annexed herewith as Exhibit “1,” and the Cooperative Endeavor Agreement between the Opioid Abatement Administration Corporation and a Lead Parish, annexed herewith as Exhibit “2,” sets forth a framework of a unified plan for the proposed allocation and use of opioid settlement proceeds resulting from any settlements stemming from the Opioid Litigation; and

**WHEREAS**, a proposed nationwide settlement agreement has been reached with Purdue Pharma L.P., *et al* (and certain of its affiliates) and the Sackler family, which is being implemented in connection with Purdue’s bankruptcy proceedings, and consists of, among other things, a settlement of Purdue’s claims against the Sacklers and certain other parties, and a settlement of direct claims against the Sacklers held by States, local governments and other creditors (collectively the “Purdue Settlement”);<sup>2</sup> and

**WHEREAS**, proposed national opioid settlements have been reached with the following eight (8) opioid manufacturers: Alvogen, Inc., Amneal Pharmaceuticals Inc., Apotex Corp., Hikma Pharmaceuticals USA, Inc., Indivior, Inc., Mylan, Sun Pharmaceuticals Industry, Inc., and

<sup>1</sup> Available at <https://nationalopioidsettlement.com/>

<sup>2</sup> Available at <https://nationalopioidsettlement.com/purdue-sacklers-settlements/>

Zydus Pharmaceuticals (USA) Inc. (collectively the “Secondary Manufacturers’ Settlement”);<sup>3</sup>  
and

**WHEREAS**, participation in the Purdue Settlement and the Secondary Manufacturers’ Settlement by a large majority of Louisiana cities and parishes and other governmental subdivisions is necessary in order for the settlements to become effective and to share directly in any settlement funds.

**NOW, THEREFORE, BE IT FURTHER RESOLVED** by the Lafayette City Council and the Lafayette Parish Council, that:

**SECTION 1:** All of the aforescribed “Whereas” clauses are adopted as part of this resolution.

**SECTION 2:** The Lafayette City Council and the Lafayette Parish Council find that participation in the Purdue Settlement and the Secondary Manufacturers’ Settlement would be in the best interest of the citizens of the City of Lafayette and of the Parish of Lafayette in that all of the settlement funds go to abate and resolve the opioid epidemic and each and every city and parish receives funds for the harm that it has suffered.

**SECTION 3:** The Lafayette City Council and the Lafayette Parish Council hereby express their support of the Purdue Settlement, the Secondary Manufacturers’ Settlement and any other proposed settlements stemming from any opioid related litigation.

**SECTION 4:** The Lafayette Mayor-President is hereby authorized to execute any settlement agreement or other associated agreements relative to the Purdue Settlement and the Secondary Manufacturers’ Settlement, including, but not limited to, the Subdivision Participation and Release Form and the Secondary Manufacturers’ Combined Subdivision Participation and Release Form, substantially in the forms annexed herewith, *in globo*, as Exhibit “3.”

**SECTION 5:** The Lafayette Mayor-President is hereby further authorized to execute any and all other settlement agreements or other associated agreements relative to any future proposed settlements with any other defendants involved in the opioid related litigation.

**SECTION 6:** This resolution shall take effect immediately upon its adoption.

**SECTION 7:** All resolutions or parts thereof, in conflict herewith are hereby repealed.

<sup>3</sup> Available at <https://nationalopioidsettlement.com/additional-settlements/>

This resolution having been submitted to a vote; the vote on behalf of the Lafayette City

Council thereon was as follows:

YEAS: Broussard, Naquin, Hebert, Hooks, Boudreaux

NAYS: None

ABSENT: None

ABSTAIN: None

This resolution having been submitted to a vote; the vote on behalf of the Lafayette

Parish Council thereon was as follows:

YEAS: Tabor, Richard, Stansbury, Guilbeau, Rubin

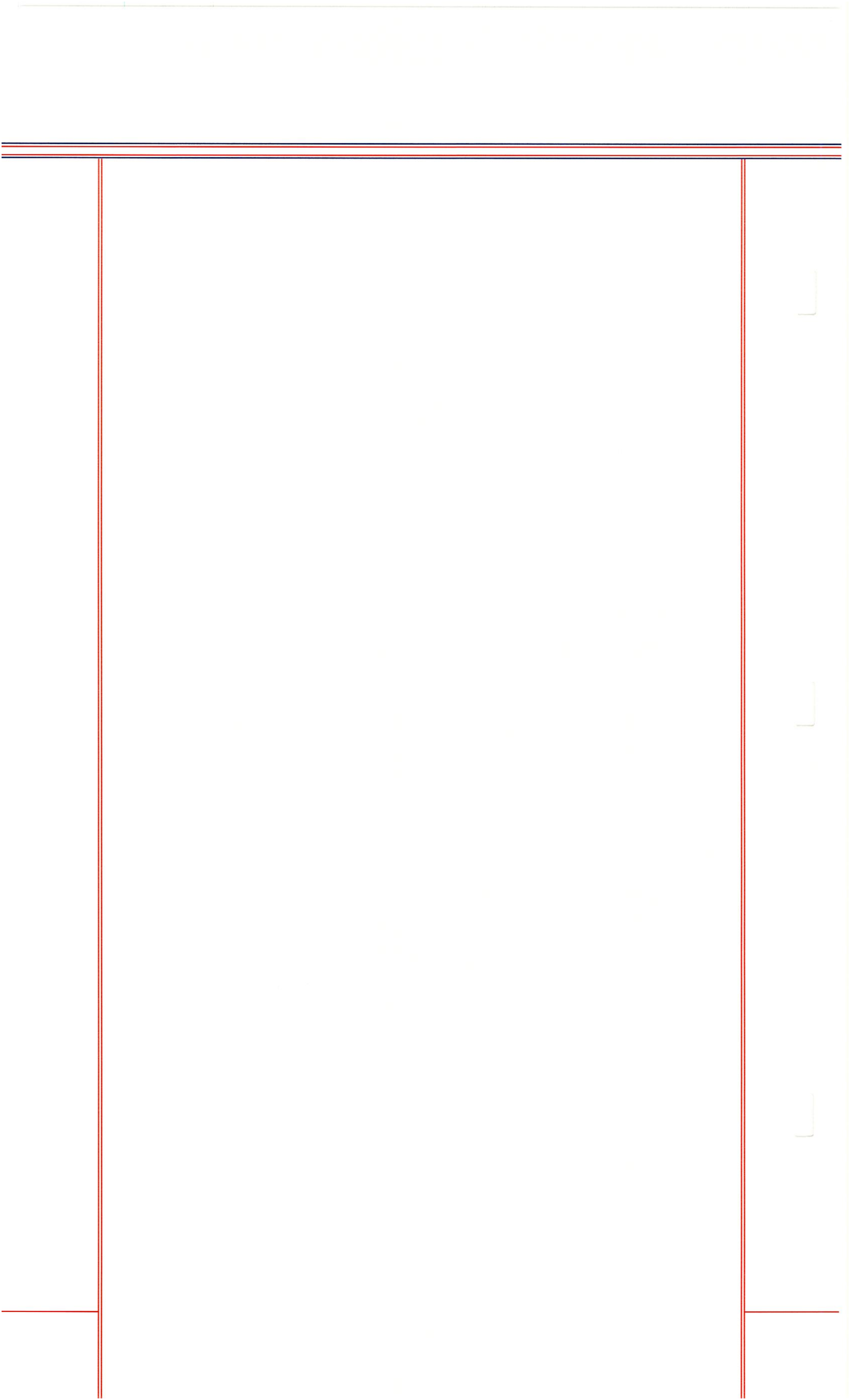
NAYS: None

ABSENT: None

ABSTAIN: None

AND the resolution was declared adopted on this, the 16<sup>th</sup> day of September, 2025.

  
JOSEPH GORDON-WILTZ  
LAFAYETTE CLERK OF THE COUNCIL



LOUISIANA STATE-LOCAL GOVERNMENT  
OPIOID LITIGATION  
MEMORANDUM OF UNDERSTANDING

Whereas, the people of the State and its communities have been harmed by misfeasance, nonfeasance, and malfeasance committed by certain entities within the Pharmaceutical Supply Chain; and,

Whereas, the State, though its Attorney General, and certain Local Governments, through their elected representatives and counsel, are separately engaged in litigation seeking to hold Pharmaceutical Supply Chain Participants accountable for the damage caused by their misfeasance, nonfeasance and malfeasance; and,

Whereas, the State, through its Attorney General, and its Local Governments share a common desire to abate and alleviate the impacts of that misfeasance, nonfeasance and malfeasance throughout the State;

Now therefore, the State and its Local Governments, subject to completing formal documents effectuating the Parties' agreements, enter into this Memorandum of Understanding ("MOU") relating to the allocation and use of the proceeds of Settlements described.

A. Definitions

As used in this MOU:

1. "The State" shall mean the State of Louisiana acting through the Attorney General.
2. "Local Government(s)" or "LG" shall mean all parishes, incorporated municipalities, and other certain local government political subdivisions and Sheriffs within the geographic boundaries of the State.
3. "The Parties" shall mean the State and the Local Governments.
4. "Settlement" shall mean the negotiated resolution of legal or equitable claims against a Pharmaceutical Supply Chain Participant when that resolution has been jointly entered into by the State and the Local Governments.
5. "Opioid Funds" shall mean monetary amounts obtained through a Settlement as defined in this Memorandum of Understanding.
6. "Approved Purpose(s)" shall mean evidence-based forward-looking strategies, programming and services used to (i) provide treatment for citizens of the State of Louisiana affected by substance use disorders, (ii) provide support for citizens of the State of Louisiana in recovery from addiction who are under the care of Substance Abuse & Mental Health



Services Administration "SAMHSA" qualified and appropriately licensed health care providers, (iii) target treatment of citizens of the State of Louisiana who are not covered by Medicaid or not covered by private insurance for addictive services. See Exhibit A.

7. "Pharmaceutical Supply Chain" shall mean the process and channels through which Controlled Substances are manufactured, marketed, promoted, distributed or dispensed.
  8. "Pharmaceutical Supply Chain Participant" shall mean any entity that engages in or has engaged in the manufacture, marketing, promotion, distribution or dispensing of an opioid analgesic.
  9. "Municipalities" shall mean cities, towns, or villages of a Parish within the State with a Population greater than 10,000 individuals and shall also include cities, towns or villages within the State with a Population equal to or less than 10,000 individuals which filed a Complaint in this litigation against Pharmaceutical Supply Chain Participants. The singular "Municipality" shall refer to a singular of the Municipalities.
  10. "Negotiation Class Metrics" shall mean those county and city settlement allocations which come from the official website of the Negotiation Class of counties and cities certified on September 11, 2019 by the U.S. District for the Northern District of Ohio in *In re National Prescription Opiate Litigation*, MDL No. 2804 (N.D. Ohio). The website is located at <https://allocationmap.iclaimsonline.com>.
  11. "Qualified Parish" shall mean a parish within the State that has a Population of least 300,000 individuals. For the avoidance of doubt, Qualified Parishes include: East Baton Rouge Parish, Jefferson Parish, and Orleans Parish.
  12. "Parish" shall refer to one of the 64 parish governments in the State of Louisiana.
  13. "Sheriff" shall refer to the sheriff in each of the 64 parishes in the State of Louisiana.
  14. "Population" shall refer to published U.S. Census Bureau population estimates as of July 1, 2019, released March 2020, and shall remain unchanged during the term of this MOU. These estimates can currently be found at <https://www.census.gov>
- B. **Opioids Abatement Taskforce.** The State will create an Opioid Abatement Taskforce (hereinafter "Taskforce") to advise the Attorney General and the Parishes and Municipalities on the priorities that should be addressed as part of the opioid epidemic and to review how monies have been spent and the results that have been achieved with the Opioid Funds.

1. Size. The Taskforce shall have five (5) members.
2. Appointments: Local Governments
  - a. The Louisiana Municipal Association shall appoint one member.
  - b. The Police Jury Association shall appoint one member.
  - c. The Louisiana Sheriff's Association shall appoint one member.
3. Appointments: State.
  - a. The Secretary of the Louisiana Department of Public Health or his/her designee shall appoint one member.
  - b. The Governor shall appoint one member who is a licensed SAMSHA provider.
4. Chair. The members of the taskforce shall designate the chair of such Taskforce.
5. Term. Members will be appointed to serve 3 year terms.
6. Meetings. The Taskforce shall meet in person or virtually each year.
7. At least annually, each Qualified Parish and Lead Parish shall provide to the State and the Taskforce a report detailing for the preceding time-period (1) the amount of the LG Share received by each Participating Local Government within the Parish, (2) the allocation of any awards approved (listing the recipient, the amount awarded, the program to be funded, and disbursement terms), and (3) the amounts disbursed for approved allocations.
8. At least annually, the State and the Taskforce shall publish a report detailing for the preceding time-period (1) the amount of the State Share received, (2) the allocation of any awards approved (listing the recipient, the amount awarded, the program to be funded, and disbursement terms), and (3) the amounts disbursed for approved allocations.

C. Allocation of Settlement Proceeds

1. All of the Opioid Settlement Funds shall be received on behalf of the Local Governments and will be placed into one fund (hereinafter, "Opioid Abatement Fund") for the benefit of the Parishes and Municipalities of the state after deducting costs of the Local Government Fee Fund detailed in paragraph D below:
  - a. The amounts received shall by the Local Governments shall be allocated with twenty percent (20%) going to the benefit of Sheriffs and the remaining eighty percent (80%) going to the benefit of the other Local

Governments , all as provided hereinafter.

- b. The amounts to be distributed to each Parish and Municipalities shall be determined by the Negotiation Class Metrics or other metrics agreed upon, in writing, by the Parishes and Municipalities. The amounts to be distributed to each Sheriff shall be determined by the Negotiation Class Metrics or other metrics agreed upon, in writing, in the same way allocated to the Parishes.
- c. The Opioid Taskforce will annually calculate the share of each Parish within the State utilizing the sliding scale in section 4 of the allocation contained in the Negotiation Class Metrics or other metrics that the Parties agree upon.
- d. For Qualified Parishes, the Qualified Parish's share, including the Municipalities within that Parish, will be paid to the Qualified Parish and expended for Approved Purposes, including the Core Strategies identified in Exhibit A, if applicable. A priority shall be given to treatment of citizens with opioid use disorder who are not covered by Medicaid or not covered by private insurance for such treatment.
- e. For all other Parishes, the funds allocated for those Parishes and Municipalities shall be paid on a regional basis consistent with Louisiana Department of Health Regions, as set forth in Exhibit B. The regional share of the funds will be paid to the designated Parish as set forth in Exhibit B and expended for Approved Purposes, including the Core Strategies identified in Exhibit A, if applicable in that Region. A priority shall be given to treatment of citizens with opioid use disorder who are not covered by Medicaid or not covered by private insurance for such treatment.
- f. To the extent that funds in the Opioid Abatement Fund are not appropriated and expended in a year by the Taskforce , the Taskforce shall identify the investments where settlement funds will be deposited. Any gains, profits, or interest accrued from the deposit of the Opioid Funds to the extent that any funds are not appropriated and expended within a calendar year, shall be the sole property of the Party that was entitled to the initial deposit.
- g. The Taskforce may take no more than 3% administrative fee from the Opioid Abatement Fund ("Administrative Costs") for operation of the Taskforce .

D. Payment of Counsel and Litigation Expenses

1. This section D shall only apply to any settlement funds or fees derived from settlement(s) with McKesson Corporation, Cardinal Health, Inc., and AmerisourceBergen Corporation (hereinafter, "Settling Distributors") and Johnson & Johnson, Janssen Pharmaceuticals, Inc., Ortho- McNeil-Janssen Pharmaceuticals, Inc., and Janssen Pharmaceutica, Inc.
2. The Parties anticipate that any national settlement will provide for the partial payment of fees and litigation expenses to counsel representing Local Governments. If the court in *In Re: National Prescription Opiate Litigation*, MDL No. 2804 (N.D. Ohio) or a national global settlement otherwise establishes a separate fund or similar device for the payment of fees and expenses to counsel or requires any governmental plaintiffs to pay a share of their recoveries from defendants into an attorney fee and expense fund as a "tax," then Participating Local Governments shall first seek to have the settling defendants pay the requisite amounts into that fund. If the settling defendants do not agree, then the amounts due to the fee and expense fund shall be paid from the State of Louisiana's recovery, prior to the allocation and distribution of any settlement funds to the State or Participating Local Governments.
3. Any governmental entity which seeks attorneys' fees and expenses for its counsel shall first seek to recover those amounts from the national settlement. Anticipating that any fund established as part of a national settlement will not be sufficient to pay all contingency fee contracts for Participating Local Governments in the State of Louisiana, the Parties agree to create a supplemental fee and expense fund (the "Local Government Fee Fund" or "LGFF").
4. The LGFF is to be used to compensate counsel for Participating Local Governments that filed opioid lawsuits by the Effective Date of this Agreement ("Litigating Participating Local Governments").
5. The LGFF shall be used to pay the fees and expenses of Participating Local Governments in the State of Louisiana who filed opioid lawsuits on or before the date of this agreement. The amount of funds to be deposited in the LGFF shall be contingent upon the overall percentage of Incentive Payments awarded to the State of Louisiana under the national settlement, pursuant to the following table, with the LGFF percentage being a percentage of the Total Cash Value of payments to the State of Louisiana before any allocation of funds to the State or any Participating Local Governments. In no circumstances shall the LGFF receive more than 7.5% of the Total Cash Value received by the State of Louisiana including any funds received from a national fee fund as described in Paragraph D(2) above. If the State of Louisiana does not receive at least 65% of the total available Incentive

Payments, then the LGFF shall be null and void and no amounts shall be paid into the LGFF.

PERCENTAGE OF INCENTIVE PAYMENTS AWARDED	LGFF PERCENTAGE
65%	2%
70%	3%
75%	4%
80%	5%
85%	6%
90%	6.5%
95%	7%
100%	7.5%

6. The Parties further agree no counsel for any Litigating Participating Local Government shall recover, from any national fee fund and the LGFF, a combined contingency fee of more than 7.5% (plus expenses). Additionally, counsel for any Litigating Participating Local Government shall not be paid a contingency fee, from any national fee fund and the LGFF, that exceeds the amount due under its fee contract. If there are any funds remaining in the LGFF after payment of fees and expenses consistent with the terms of this agreement, those funds shall revert pro rata to the Participating LGs.
7. Although the amount of the LGFF shall be calculated based on the entirety of payments due to the LGs over a 10 to 18 year period, the LGFF shall be funded and made payable over a period of 7 years.

**E. Accountability**

1. The State and Participating Local Governments may object to an allocation of Opioid Funds solely on the basis that the allocation at issue (1) is inconsistent with provision B(1) hereof with respect to the amount of the State Share or LG Share; (2) is inconsistent with an agreed-upon allocation, or the default allocations in Exhibit B or (3) violates the limitations set forth in Exhibit A.
2. The Parties shall maintain, for a period of at least five years, records of abatement expenditures and documents underlying those expenditures, so that it can be verified that funds are being or have been utilized in a manner consistent with the Approved Purposes definition.
3. The Louisiana Legislative Auditor shall have the right to audit the Opioid Funds.

4. In an action brought pursuant to E(1), attorney's fees and costs shall not be recoverable.

F. Settlement Negotiations

1. The State and the Participating Local Governments agree to inform each other in advance of any negotiations relating to a Louisiana-only settlement with a Pharmaceutical Supply Chain Participant that includes both the State and the Participating Local Governments and shall provide each other the opportunity to participate in all such negotiations.
2. The State and the Participating Local Governments further agree to keep each other reasonably informed of all other global settlement negotiations with Pharmaceutical Supply Chain Participants. Neither this provision, nor any other, shall be construed to state or imply that either the State or the Participating Local Governments (collectively, the "Louisiana Parties") are unauthorized to engage in settlement negotiations with Pharmaceutical Supply Chain Participants without prior consent or contemporaneous participation of the other, or that either party is entitled to participate as an active or direct participant in settlement negotiations with the other. Rather, while the State's and the Participating Local Government's efforts to achieve worthwhile settlements are to be collaborative, incremental stages need not be so.
3. By virtue of executing this MOU, Participating Local Governments give the State the right to execute a settlement agreement with certain entities in the Pharmaceutical Supply Chain for those entities' role in the opioid epidemic. The Attorney General shall have the ability to release any and all claims said Participating Local Governments may have with those entities provided such settlement comports with the parameters of this MOU, including Exhibit A and Exhibit B. Furthermore, Local Governments shall not initiate any new litigation against any entity in the Pharmaceutical Supply Chain for harm caused by misfeasance, nonfeasance, and malfeasance committed by said entities that resulted in the opioid epidemic, unless the Local Government is granted written permission from the Attorney General. For the avoidance of doubt, in the event that a Participating Litigating Local Governments seeks to add additional defendants to its lawsuit, or desires to file new litigation against an entity in the Pharmaceutical Supply Chain related to the opioid epidemic, the Participating Litigating Local Government must first receive written permission from the Attorney General.

G. Amendments, Choice of Law, Venue, Consent Decree

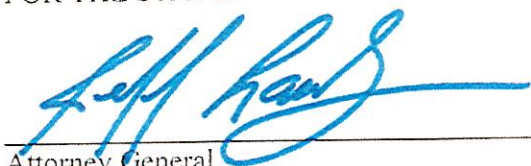
1. The Parties agree to make such amendments as necessary to implement the intent of this agreement.

2. The Parties agree that this MOU, any amendments thereto, and any dispute arising out of or related to this MOU, shall be governed by and interpreted according to the laws of the State of Louisiana. Any action to enforce or interpret this MOU, or to resolve any dispute concerning it, shall be commenced and maintained only by a court of competent jurisdiction in East Baton Rouge Parish, Louisiana. The Parties understand and agree that, in connection with a settlement with any Pharmaceutical Supply Chain Participant, the State may file an appropriate action in a court of competent jurisdiction in East Baton Rouge, Louisiana seeking a consent decree approving such settlement and the allocation of settlement funds within the State of Louisiana pursuant to this MOU.

## Acknowledgment of Agreement

The undersigned has participated in the drafting of the above Memorandum of Understanding including consideration based on comments solicited from Local Governments. This document has been collaboratively drafted to maintain all individual claims while allowing the State and Local Governments to cooperate in exploring all possible means of resolution. Nothing in this agreement binds any party to a specific outcome. Any resolution under this document will require acceptance by the State and the Local Governments.

FOR THE STATE:

  
\_\_\_\_\_  
Attorney General

**EXHIBIT A**

**APPROVED PURPOSES  
OPIOID ABATEMENT STRATEGIES**

PART ONE: TREATMENT

**Approved Purpose(s)” shall mean evidence-based forward-looking strategies, programming and services used to (i) provide treatment for citizens of the State of Louisiana affected by substance use disorders, (ii) provide support for citizens of the State of Louisiana in recovery from addiction who are under the care of SAMHSA qualified and appropriately licensed health care providers, (iv) target treatment of citizens of the State of Louisiana who are not covered by Medicaid or not covered by private insurance for addictive services. Approved purposes shall include, but shall not be limited to the following:**

**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) issues 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 issues, 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 issues, 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; or
  - 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 issues.
3. Expand telehealth to increase access to treatment for OUD and any co-occurring SUD/MH issues, 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.

5. Support mobile intervention, treatment, and recovery services, offered by qualified professionals, for persons with OUD and any co-occurring SUD/MH issues or persons who have experienced an opioid overdose.
6. Treatment of mental health trauma issues 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 mental health trauma.
7. Support detoxification (detox) services for persons with OUD and any co-occurring SUD/MH issues, including medical detox, referral to treatment, or connections to other services or supports.
8. Training on MAT for health care providers, students, or other supporting professionals, such as peer recovery coaches or recovery outreach specialists.
9. Support workforce development for addiction professionals who work with persons with OUD and any co-occurring SUD/MH issues.
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 issues, 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 [VT EDIT] training for clinicians to obtain a waiver under the federal Drug Addiction Treatment Act of 2000 (DATA 2000) to prescribe MAT for OUD, and provide technical assistance and professional support to clinicians who have obtained a DATA 2000 waiver.
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 issues 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 issues, including supportive housing, residential treatment, medical detox services, peer support services and counseling, community navigators, case management, 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 issues.
3. Provide access to housing for people with OUD and any co-occurring SUD/MH issues, including supportive housing, recovery housing, housing assistance programs, or training for housing providers.
4. Provide community support services to assist in deinstitutionalizing persons with OUD and any co-occurring SUD/MH issues
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 issues.
6. Provide or support transportation to treatment or recovery programs or services for persons with OUD and any co-occurring SUD/MH issues.
7. Provide employment training or educational services for persons in treatment for or recovery from OUD and any co-occurring SUD/MH issues.
8. Identify successful recovery programs such as physician, pilot, and college recovery programs, and provide support and technical assistance to increase the number and capacity of high-quality programs to help those in recovery.
9. Engage non-profits, the faith community, 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 issues, 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 co-occurring SUD/MH issues 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 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 issues, 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 issues 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 issues 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 issues 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 support 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 the 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 issues.
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 issues.
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 issues 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:

Support pre-arrest or pre-arraignment diversion and deflection strategies for persons with OUD and any co-occurring SUD/MH issues, 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.
  - 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; or
  - g. County prosecution diversion programs, including diversion officer salary. Any diversion services in matters involving opioids must include drug testing, monitoring, or treatment.
2. Support pre-trial services that connect individuals with OUD and any co-occurring SUD/MH issues 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 issues, 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 issues 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 issues who are leaving jail or prison 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 issues 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 issues, 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 issues.
2. Training for obstetricians or other healthcare personnel that work with pregnant women and their families regarding treatment of OUD and any co-occurring SUD/MH issues.
3. Other measures to address Neonatal Abstinence Syndrome, including prevention, education, and treatment of OUD and any co-occurring SUD/MH issues.
4. Provide training to health care providers that 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.
5. Child and family supports for parenting women with OUD and any co-occurring SUD/MH issues.
6. Enhanced family supports and child care services for parents with OUD and any co-occurring SUD/MH issues.
7. Provide enhanced support for children and family members suffering trauma as a result of addiction in the family; and offer trauma-informed behavioral health treatment for adverse childhood events.
8. Offer home-based wrap-around services to persons with OUD and any co-occurring SUD/MH issues, including but not limited to parent skills training.
9. Support for Children's Services – Fund additional positions and services, including supportive housing and other residential services, relating to children being removed from the home and/or placed in foster care due to custodial opioid use.

## PART TWO: PREVENTION

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

Support efforts to prevent over-prescribing and ensure appropriate prescribing and dispensing of opioids through evidence-based, 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 opioid 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.
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. Educate 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.
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. Engage non-profits and faith community as a system to support prevention.
7. 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. Create or support community-based education or intervention services for families, youth, and adolescents at risk for OUD and any co-occurring SUD/MH issues.
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. Increase availability and distribution of naloxone and other drugs that treat overdoses for 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, or other members of the general public.
2. Public health entities provide free naloxone to anyone in the community.
3. Training and education regarding naloxone and other drugs that treat overdoses for first responders, overdose patients, patients taking opioids, families, schools, 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, 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 issues.
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 issues.
13. Support screening for fentanyl in routine clinical toxicology testing.

<b>PART THREE: OTHER STRATEGIES</b>
-------------------------------------

**I. FIRST RESPONDERS**

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

1. Law enforcement expenditures relating to the opioid epidemic.
2. Educate law enforcement or other first responders regarding appropriate practices and precautions when dealing with fentanyl or other drugs.

**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.
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 issues, 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 the items above, 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 networking programs and services to improve the capability of government, community, and not-for-profit entities to abate the opioid crisis.

2. Support infrastructure and staffing for collaborative cross-system coordination to prevent opioid misuse, prevent overdoses, and treat those with OUD and any co-occurring SUD/MH issues, 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 on improved service delivery for modalities such as SBIRT that demonstrate promising but mixed results in populations vulnerable to opioid use disorders.
4. Research on novel harm reduction and prevention efforts such as the provision of fentanyl test strips.
5. Research on innovative supply-side enforcement efforts such as improved detection of mail-based delivery of synthetic opioids.
6. Expanded research on swift/certain/fair models to reduce and deter opioid misuse within criminal justice populations that build upon promising approaches used to address other substances (e.g. Hawaii HOPE and Dakota 24/7).
7. Research on expanded modalities such as prescription methadone that can expand access to MAT.

LOUISIANA STATE-LOCAL GOVERNMENT  
OPIOID LITIGATION  
MEMORANDUM OF UNDERSTANDING

**Exhibit B**

Parish	Allocation Percentage
Acadia Parish	1.57%
Allen Parish	0.46%
Ascension Parish	2.27%
Assumption Parish	0.37%
Avoyelles Parish	0.84%
Beauregard Parish	0.65%
Bienville Parish	0.20%
Bossier Parish	1.83%
Caddo Parish	4.47%
Calcasieu Parish	4.03%
Caldwell Parish	0.19%
Cameron Parish	0.10%
Catahoula Parish	0.22%
Claiborne Parish	0.28%
Concordia Parish	0.33%
De Soto Parish	0.35%
East Baton Rouge Parish*	9.19%
East Carroll Parish	0.08%
East Feliciana Parish	0.26%
Evangeline Parish	0.79%
Franklin Parish	0.27%
Grant Parish	0.34%
Iberia Parish	1.32%
Iberville Parish	0.70%
Jackson Parish	0.24%
Jefferson Davis Parish	0.69%
Jefferson Parish*	13.17%
Lafayette Parish	5.12%
Lafourche Parish	1.82%
Lasalle Parish	0.35%
Lincoln Parish	0.52%
Livingston Parish	4.97%
Madison Parish	0.12%
Morehouse Parish	0.45%

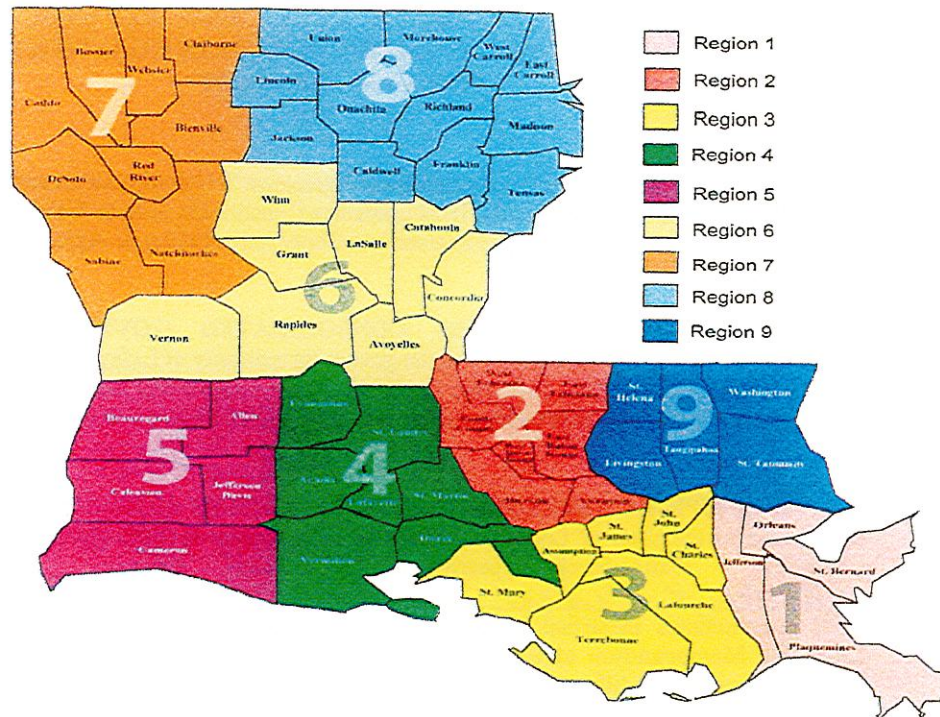
LOUISIANA STATE-LOCAL GOVERNMENT  
OPIOID LITIGATION  
MEMORANDUM OF UNDERSTANDING

**Exhibit B**

Natchitoches Parish	0.50%
Orleans Parish*	6.29%
Ouachita Parish	2.42%
Plaquemines Parish	0.46%
Pointe Coupee Parish	0.39%
Rapides Parish	3.25%
Red River Parish	0.13%
Richland Parish	0.24%
Sabine Parish	0.35%
St Bernard Parish	1.77%
St Charles Parish	1.17%
St Helena Parish	0.20%
St James Parish	0.29%
St John The Baptist Parish	0.79%
St Landry Parish	1.85%
St Martin Parish	0.84%
St Mary Parish	1.06%
St Tammany Parish	7.83%
Tangipahoa Parish	3.47%
Tensas Parish	0.06%
Terrebonne Parish	2.31%
Union Parish	0.31%
Vermilion Parish	0.96%
Vernon Parish	0.90%
Washington Parish	1.70%
Webster Parish	0.72%
West Baton Rouge Parish	0.53%
West Carroll Parish	0.15%
West Feliciana Parish	0.22%
Winn Parish	0.31%

\* Qualified Parish

EXHIBIT B



Lead Parishes

- Region 1. St. Bernard Parish (Orleans Parish and Jefferson Parish are excluded);
- Region 2. Ascension Parish (East Baton Rouge Parish is excluded);
- Region 3. Lafourche Parish;
- Region 4. Lafayette Parish;
- Region 5. Calcasieu Parish;
- Region 6. Rapides Parish;
- Region 7. Caddo Parish;
- Region 8. Ouachita Parish; and
- Region 9. St. Tammany Parish

**COOPERATIVE ENDEAVOR AGREEMENT BETWEEN THE  
OPIOID ABATEMENT ADMINISTRATION CORPORATION  
AND A LEAD PARISH**

This Cooperative Endeavor Agreement ("Agreement") is made and entered into on the dates set forth herein below pursuant to the 1974 Louisiana Constitution Article 7, Section 14(C), wherein governmental entities are empowered to enter into Cooperative Endeavor Agreements, by and among the following parties:

**LAFAYETTE CITY-PARISH CONSOLIDATED GOVERNMENT**, a political subdivision of the State of Louisiana and the governing authority of Lafayette Parish, whose mailing address is P. O. Box 4017-C, Lafayette, Louisiana 70502, represented herein by Joshua S. Guillory, its Mayor-President, pursuant to Resolution No. JR-043-2021 (hereinafter referred to as "Parish"), and

**THE OPIOID ABATEMENT ADMINISTRATION CORPORATION**, a non-profit corporation of the State of Louisiana, whose mailing address is 2525 Quail Drive, Baton Rouge, Louisiana 70808, herein appearing by and through Chester H. Cedeno, duly authorized (hereinafter referred to as the "Task Force"), as it is sometimes identified in the underlying Louisiana State-Local Government Opioid Litigation Memorandum of Understanding and its attachments "A" and "B" (the "MOU") attached hereto as Exhibit "A").

WHEREAS, the Task Force created by the MOU is responsible to advise the Attorney General and the Parishes and Municipalities on the priorities that should be addressed as part of the opioid epidemic and to review how monies have been spent and the results that have been achieved with the Opioid Funds;

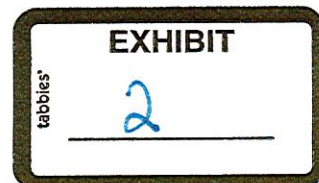
WHEREAS, the Task Force has recognized that there is a disparity between the true intent of the MOU and the language of the MOU relating to the distribution of the Louisiana Opioid Settlement Proceeds (hereinafter "Proceeds");

WHEREAS, all parties hereto expressly acknowledge and agree that the true intent of the parties with respect to the MOU has been and continues to be that the settlement proceeds shall be distributed directly to each parish government in accordance with the percentages allocated in Exhibit B;

WHEREAS, the Parish has been identified in the MOU as a Lead Parish; and

WHEREAS, the Task Force recognizes that all parishes identified in the MOU are entitled to receive Proceeds directly.

NOW, THEREFORE, in consideration of the mutual benefits and covenants contained in the MOU and this Agreement, the parties agree and bind their respective offices as follows:



## **1. PUBLIC PURPOSE**

The parties to this Agreement acknowledge and agree that the public purpose for this Agreement is to distribute and use Proceeds to provide evidence-based forward-looking strategies, programming and services used to (i) provide treatment for citizens of the State of Louisiana affected by substance use disorders, (ii) provide support for citizens of the State of Louisiana in recovery from addiction who are under the care of Substance Abuse & Mental Health Services Administration qualified and appropriately licensed health care providers; and to (iii) target treatment of citizens of the State of Louisiana who are not covered by Medicaid or not covered by private insurance for addictive services. The parties have determined that (a) the usage granted pursuant to this Agreement is for a public purpose that comports with a governmental purpose that the Parish may pursue; (b) the use, taken as a whole, is not gratuitous; and (c) the Parish has a reasonable expectation of receiving at least equivalent value in exchange for the use.

## **2. OBLIGATIONS OF THE TASK FORCE**

2.1. The Task Force agrees to distribute directly to Parish the Proceeds due to Parish in accordance with percentages allocated to each individual parish contained within the MOU, all in accordance with the intent of the MOU.

## **3. OBLIGATIONS OF THE PARISH**

3.1. Parish agrees that all expenditures of Proceeds shall be in accordance with the terms of the MOU (Exhibit "A"), which document Parish acknowledges it has received and reviewed;

3.2. Parish agrees to provide the required report to the Task Force relating to its expenditure of said funds in accordance with paragraph B(7) of the MOU on or before the 1<sup>st</sup> day of the 15<sup>th</sup> month following receipt of the local distribution of funds for the calendar year;

3.3. Parish further agrees and understands that the failure to provide such adequate and timely reporting may result in the withholding of subsequent distribution of Proceeds in accordance with the MOU;

3.4. Parish further agrees to hold harmless the Task Force with respect to any issues, claims, or disputes arising out of current and/or future distributions of Proceeds.

**4. TERMINATION, BINDING NATURE, AND MISCELLANEOUS PROVISIONS**

- 4.1. In the event that any one or more provisions of this Agreement is for any reason held to be illegal or invalid, the parties shall attempt in good faith to amend the defective provision in order to carry out the original intent of this Agreement and the MOU.
- 4.2. If any term or clause herein is deemed unenforceable or invalid for any reason whatsoever, that portion shall be severable and the remainder of this Agreement and the MOU shall remain in full force and effect.
- 4.3. All parties agree that any amendment to or modification of this Agreement shall be in writing and agreed to by the parties.
- 4.4. All parties agree that this Agreement will become effective upon the signature of all parties. All parties agree that this Agreement shall remain in full force and effect until and unless a modification of the MOU and/or the creation of a substitute agreement governing the distribution of the settlement proceeds becomes effective.
- 4.5. While in the performance of services or carrying out obligations herein, the Task Force shall be acting in the capacity of an independent contractor and not as an employee of the Parish. The Parish shall not be obliged to any person, firm, or corporation for any obligations of the Task Force arising from this Agreement. The Task Force is not authorized to represent the Parish with respect to services being performed, dealings with other agencies, and administration of specifically related contracts unless done so in writing by the Parish.
- 4.6. Any failure to take any action pursuant to this Agreement or to exercise any right granted herein does not serve as a waiver to any other obligation contained herein or in the MOU.
- 4.7. Each party shall comply with all applicable federal, state, and local laws and regulations, including, but not limited to the Louisiana Code of Governmental Ethics (La. Rev. Stat. 42: 1 101, et seq.) and the quasi-public agency audit and reporting requirements by the Louisiana Legislative Auditor (La. Rev. Stat. 24:513A(1)(b)(iv)) in carrying out the provisions of this Agreement.
- 4.8. Each representative warrants that they have the requisite authority and permission to enter, sign, and bind their office.
- 4.9. This Agreement may be executed in counterparts, each of which shall be deemed an original and all of which together shall constitute one and the same instrument.

**5. NO PERSONAL LIABILITY OF INDIVIDUAL REPRESENTATIVE**

- 5.1. No covenant or agreement contained in this Agreement shall be deemed to be the covenant or agreement of any official, trustee, officer, agent, or employee of any person in their individual capacity, and none of the officers of any party nor any official executing this Agreement shall be personally liable with respect to this Agreement or be subject to any personal liability or accountability under this Agreement by reason of the execution and delivery of this Agreement.

(signature page follows)

IN WITNESS WHEREOF, the parties have caused this Agreement to be duly executed in multiple originals by the hereunder signed officers as of the dates set for the below after diligent reading of the whole, in various counterparts.

THUS DONE AND SIGNED effective as of February 27, 2023.

LAFAYETTE CITY-PARISH CONSOLIDATED  
GOVERNMENT

BY: 

JOSHUA S. GUILLORY  
Printed Name

THUS DONE AND SIGNED effective as of June 13, 2023.

THE OPIOID ABATEMENT ADMINISTRATION  
CORPORATION, A/K/A THE OPIOID  
ABATEMENT TASK FORCE

BY: 

Chester N. Cedani  
Printed Name

**EXHIBIT K**

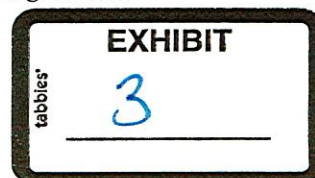
**Subdivision Participation and Release Form**

Governmental Entity: Lafayette Parish-Lafayette City	State: LA
Authorized Signatory:	
Address 1:	
Address 2:	
City, State, Zip:	
Phone:	
Email:	

The governmental entity identified above (“*Governmental Entity*”), in order to obtain and in consideration for the benefits provided to the Governmental Entity pursuant to that certain Governmental Entity & Shareholder Direct Settlement Agreement accompanying this participation form (the “*Agreement*”)<sup>1</sup>, and acting through the undersigned authorized official, hereby elects to participate in the Agreement, grant the releases set forth below, and agrees as follows.

1. The Governmental Entity is aware of and has reviewed the Agreement, and agrees that by executing this Participation and Release Form, the Governmental Entity elects to participate in the Agreement and become a Participating Subdivision as provided therein.
2. The Governmental Entity shall promptly after the Effective Date, and prior to the filing of the Consent Judgment, dismiss with prejudice any Shareholder Released Claims and Released Claims that it has filed. With respect to any Shareholder Released Claims and Released Claims pending in *In re National Prescription Opiate Litigation*, MDL No. 2804, the Governmental Entity authorizes the Plaintiffs’ Executive Committee to execute and file on behalf of the Governmental Entity a Stipulation of Dismissal with Prejudice substantially in the form found at <https://nationalopioidsettlement.com>.
3. The Governmental Entity agrees to the terms of the Agreement pertaining to Participating Subdivisions as defined therein.
4. By agreeing to the terms of the Agreement and becoming a Releasor, the Governmental Entity is entitled to the benefits provided therein, including, if applicable, monetary payments beginning following the Effective Date.
5. The Governmental Entity agrees to use any monies it receives through the Agreement solely for the purposes provided therein.
6. The Governmental Entity submits to the jurisdiction of the court in the Governmental Entity’s state where the Consent Judgment is filed for purposes limited to that court’s role as and to the extent provided in, and for resolving disputes to the extent provided in, the

<sup>1</sup> Capitalized terms used in this Exhibit K but not otherwise defined in this Exhibit K have the meanings given to them in the Agreement or, if not defined in the Agreement, the Master Settlement Agreement.



Agreement. The Governmental Entity likewise agrees to arbitrate before the National Arbitration Panel as provided in, and for resolving disputes to the extent otherwise provided in, the Agreement.

7. The Governmental Entity has the right to enforce the Agreement as provided therein.
8. The Governmental Entity, as a Participating Subdivision, hereby becomes a Releasor for all purposes in the Agreement, including without limitation all provisions of Article 10 (Release), and along with all departments, agencies, divisions, boards, commissions, districts, instrumentalities of any kind and attorneys, and any person in his or her official capacity whether elected or appointed to serve any of the foregoing and any agency, person, or other entity claiming by or through any of the foregoing, and any other entity identified in the definition of Subdivision Releasor, to the maximum extent of its authority, for good and valuable consideration, the adequacy of which is hereby confirmed, the Shareholder Released Parties and Released Parties are, as of the Effective Date, hereby released and forever discharged by the Governmental Entity and its Subdivision Releasors from: any and all Causes of Action, including, without limitation, any Estate Cause of Action and any claims that the Governmental Entity or its Subdivision Releasors would have presently or in the future been legally entitled to assert in its own right (whether individually or collectively), notwithstanding section 1542 of the California Civil Code or any law of any jurisdiction that is similar, comparable or equivalent thereto (which shall conclusively be deemed waived), whether existing or hereinafter arising, in each case, (A) directly or indirectly based on, arising out of, or in any way relating to or concerning, in whole or in part, (i) the Debtors, as such Entities existed prior to or after the Petition Date, and their Affiliates, (ii) the Estates, (iii) the Chapter 11 Cases, or (iv) Covered Conduct and (B) as to which any conduct, omission or liability of any Debtor or any Estate is the legal cause or is otherwise a legally relevant factor (each such release, as it pertains to the Shareholder Released Parties, the “Shareholder Released Claims”, and as it pertains to the Released Parties other than the Shareholder Released Parties, the “Released Claims”). For the avoidance of doubt and without limiting the foregoing: the Shareholder Released Claims and Released Claims include any Cause of Action that has been or may be asserted against any Shareholder Released Party or Released Party by the Governmental Entity or its Subdivision Releasors (whether or not such party has brought such action or proceeding) in any federal, state, or local action or proceeding (whether judicial, arbitral, or administrative) (A) directly or indirectly based on, arising out of, or in any way relating to or concerning, in whole or in part, (i) the Debtors, as such Entities existed prior to or after the Petition Date, and their Affiliates, (ii) the Estates, (iii) the Chapter 11 Cases, or (iv) Covered Conduct and (B) as to which any conduct, omission or liability of any Debtor or any Estate is the legal cause or is otherwise a legally relevant factor.
9. As a Releasor, the Governmental Entity hereby absolutely, unconditionally, and irrevocably covenants not to bring, file, or claim, or to cause, assist or permit to be brought, filed, or claimed, or to otherwise seek to establish liability for any Shareholder Released Claims or Released Claims against any Shareholder Released Party or Released Party in any forum whatsoever, subject in all respects to Section 9.02 of the Master Settlement Agreement. The releases provided for herein (including the term “Shareholder Released



Claims” and “Released Claims”) are intended by the Governmental Entity and its Subdivision Releasers to be broad and shall be interpreted so as to give the Shareholder Released Parties and Released Parties the broadest possible release of any liability relating in any way to Shareholder Released Claims and Released Claims and extend to the full extent of the power of the Governmental Entity to release claims. The Agreement shall be a complete bar to any Shareholder Released Claim and Released Claims.

10. To the maximum extent of the Governmental Entity’s power, the Shareholder Released Parties and the Released Parties are, as of the Effective Date, hereby released and discharged from any and all Shareholder Released Claims and Released Claims of the Subdivision Releasers.
11. The Governmental Entity hereby takes on all rights and obligations of a Participating Subdivision as set forth in the Agreement.
12. In connection with the releases provided for in the Agreement, each Governmental Entity expressly waives, releases, and forever discharges any and all provisions, rights, and benefits conferred by any law of any state or territory of the United States or other jurisdiction, or principle of common law, which is similar, comparable, or equivalent to § 1542 of the California Civil Code, which reads:

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

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

13. Nothing herein is intended to modify in any way the terms of the Agreement, to which Governmental Entity hereby agrees. To the extent any portion of this Participation and Release Form not relating to the release of, or bar against, liability is interpreted differently from the Agreement in any respect, the Agreement controls.
14. Notwithstanding anything to the contrary herein or in the Agreement, (x) nothing herein shall (A) release any Excluded Claims or (B) be construed to impair in any way the rights and obligations of any Person under the Agreement; and (y) the Releases set forth herein shall be subject to being deemed void to the extent set forth in Section 9.02 of the Master Settlement Agreement.



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

Signature: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_



**EXHIBIT K**

**Secondary Manufacturers' Combined Subdivision Participation and Release Form**  
**("Combined Participation Form")**

Governmental Entity: Lafayette Parish-Lafayette City	State: LA
Authorized Official:	
Address 1:	
Address 2:	
City, State, Zip:	
Phone:	
Email:	

The governmental entity identified above ("*Governmental Entity*"), in order to obtain and in consideration for the benefits provided to the Governmental Entity pursuant to each of the settlements which are listed in paragraph 1 below (each a "Secondary Manufacturer's Settlement" and collectively, "the Secondary Manufacturers' Settlements"), and acting through the undersigned authorized official, hereby elects to participate in each of the Secondary Manufacturers' Settlements, release all Released Claims against all Released Entities in each of the Secondary Manufacturers' Settlements, and agrees as follows.

1. The Participating Entity hereby elects to participate in each of the following Secondary Manufacturers' Settlements as a Participating Entity:
  - a. Settlement Agreement for Alvogen, Inc. dated April 4, 2025.
  - b. Settlement Agreement for Apotex Corp. dated April 4, 2025.
  - c. Settlement Agreement for Amneal Pharmaceuticals LLC dated April 4, 2025.
  - d. Settlement Agreement for Hikma Pharmaceuticals USA Inc. dated April 4, 2025.
  - e. Settlement Agreement for Indivior Inc. dated April 4, 2025.
  - f. Settlement Agreement for Viatrix Inc. ("Mylan") dated April 4, 2025.
  - g. Settlement Agreement for Sun Pharmaceutical Industries, Inc. dated April 4, 2025.
  - h. Settlement Agreement for Zydus Pharmaceuticals (USA) Inc. dated April 4, 2025.
  
2. The Governmental Entity is aware of and has reviewed each of the Secondary Manufacturers' Settlements, understands that all capitalized terms not defined in this Combined Participation Form have the meanings defined in each of the Secondary Manufacturers' Settlements, and agrees that by executing this Combined Participation Form, the Governmental Entity elects to participate in each of the Secondary Manufacturers' Settlements and become a Participating Subdivision as provided in each of the Secondary Manufacturers' Settlements.
  
3. The Governmental Entity shall promptly, and in any event no later than 14 days after the Reference Date and prior to the filing of the Consent Judgment, dismiss with prejudice any Released Claims that it has filed against any Released Entity in each of the Secondary Manufacturers' Settlements. With respect to any Released Claims pending in *In re National Prescription Opiate Litigation*, MDL No. 2804, the Governmental Entity



authorizes the Plaintiffs' Executive Committee to execute and file on behalf of the Governmental Entity a Stipulation of Dismissal with Prejudice for each of the manufacturers listed in paragraph 1 above substantially in the form found at <https://nationalopioidsettlement.com/additional-settlements/>.

4. The Governmental Entity agrees to the terms of each of the Secondary Manufacturers' Settlements pertaining to Participating Subdivisions as defined therein.
5. By agreeing to the terms of each of the Secondary Manufacturers' Settlements and becoming a Releasor, the Governmental Entity is entitled to the benefits provided therein, including, if applicable, monetary payments beginning after the Effective Date.
6. The Governmental Entity agrees to use any monies it receives through each of the Secondary Manufacturers' Settlements solely for the purposes provided therein.
7. The Governmental Entity submits to the jurisdiction of the court and agrees to follow the process for resolving any disputes related to each Secondary Manufacturer's Settlement as described in each of the Secondary Manufacturers' Settlements.<sup>1</sup>
8. The Governmental Entity has the right to enforce each of the Secondary Manufacturers' Settlements as provided therein.
9. The Governmental Entity, as a Participating Subdivision, hereby becomes a Releasor for all purposes in each of the Secondary Manufacturers' Settlements, including without limitation all provisions related to release of any claims,<sup>2</sup> and along with all departments, agencies, divisions, boards, commissions, districts, instrumentalities of any kind and attorneys, and any person in his or her official capacity whether elected or appointed to serve any of the foregoing and any agency, person, or other entity claiming by or through any of the foregoing, and any other entity identified in the definition of Releasor, provides for a release to the fullest extent of its authority. As a Releasor, the Governmental Entity hereby absolutely, unconditionally, and irrevocably covenants not to bring, file, or claim, or to cause, assist or permit to be brought, filed, or claimed, or to otherwise seek to establish liability for any Released Claims against any Released Entity in each of the Secondary Manufacturers' Settlements in any forum whatsoever. The releases provided for in each of the Secondary Manufacturers' Settlements are intended by the Parties to be broad and shall be interpreted so as to give the Released Entities in each of the Secondary Manufacturers' Settlements the broadest possible bar against any liability relating in any way to Released

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<sup>1</sup> See Settlement Agreement for Alvogen, Inc. Section VII.F.2; Settlement Agreement for Apotex Corp. Section VII.F.2; Settlement Agreement for Amneal Pharmaceuticals LLC Section VII.F.2; Settlement Agreement for Hikma Pharmaceuticals USA Inc. Section VII.F.2; Settlement Agreement for Indivior Section VI.F.2; Settlement Agreement for Mylan Section VI.F.2; Settlement Agreement for Sun Pharmaceutical Industries, Inc. Section VII.F.2; Settlement Agreement for Zydus Pharmaceuticals (USA) Inc. Section VII.F.2.

<sup>2</sup> See Settlement Agreement for Alvogen, Inc. Section XI; Settlement Agreement for Amneal Pharmaceuticals LLC Section X; Settlement Agreement for Apotex Corp. Section XI; Settlement Agreement for Hikma Pharmaceuticals USA Inc. Section XI; Settlement Agreement for Indivior Section X; Settlement Agreement for Mylan Section X; Settlement Agreement for Sun Pharmaceutical Industries, Inc. Section XI; Settlement Agreement for Zydus Pharmaceuticals (USA) Inc. Section XI.



Claims and extend to the full extent of the power of the Governmental Entity to release claims. Each of the Secondary Manufacturers' Settlements shall be a complete bar to any Released Claim against that manufacturer's Released Entities.

10. The Governmental Entity hereby takes on all rights and obligations of a Participating Subdivision as set forth in each of the Secondary Manufacturers' Settlements.
11. In connection with the releases provided for in each of the Secondary Manufacturers' Settlements, each Governmental Entity expressly waives, releases, and forever discharges any and all provisions, rights, and benefits conferred by any law of any state or territory of the United States or other jurisdiction, or principle of common law, which is similar, comparable, or equivalent to § 1542 of the California Civil Code, which reads:

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

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

12. The Governmental Entity understands and acknowledges that each of the Secondary Manufacturers' Settlements is an independent agreement with its own terms and conditions. Nothing herein is intended to modify in any way the terms of any of the Secondary Manufacturers' Settlements, to which Governmental Entity hereby agrees, aside from the exceptions in paragraph 13 below. To the extent this Combined Participation Form is interpreted differently from any of the Secondary Manufacturers' Settlements in any respect, the individual Secondary Manufacturer's Settlement controls.
13. For the avoidance of doubt, in the event that some but not all of the Secondary Manufacturers' Settlements proceed past their respective Reference Dates, all releases and other commitments or obligations shall become void *only as to* those Secondary Manufacturers' Settlements that fail to proceed past their Reference Dates. All releases and other commitments or obligations (including those contained in this Combined Participation Form) shall remain in full effect as to each Secondary Manufacturer's Settlement that proceeds past its Reference Date, and this Combined Participation Form need not be modified, returned, or destroyed as long as any Secondary Manufacturer's Settlement proceeds past its Reference Date.



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

Signature: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_





RECEIVED

SEP 04 2025

LCG Council Office

## Memorandum

Legal Department  
Patrick S. Ottinger, City-Parish Attorney

**TO:** Joseph Gordon-Wiltz, Clerk of the Council      **DATE:** September 4, 2025

**COPY:** Rachel Godeaux, CAO

**FROM:** Patrick S. Ottinger, City-Parish Attorney

**SUBJECT:** **CITY COUNCIL MEETING AGENDA & PARISH COUNCIL MEETING AGENDA – Introduction September 16, 2025; Final Adoption September 16, 2025 – A Joint Resolution of the Lafayette City Council and the Lafayette Parish Council Authorizing the Lafayette Mayor-President on behalf of the Parish of Lafayette and the City of Lafayette to Join with the State of Louisiana and Other Local Governmental Units as a Participant in any Settlement Agreements or other Associated Agreements Relative to the Opioid Litigation**

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Enclosed please find: (i) the Agenda Item Submittal Form; and (ii) A Joint Resolution of the Lafayette City Council and the Lafayette Parish Council Authorizing the Lafayette Mayor-President on behalf of the Parish of Lafayette and the City of Lafayette to Join with the State of Louisiana and Other Local Governmental Units as a Participant in any Settlement Agreements or other Associated Agreements Relative to the Opioid Litigation along with Exhibits.

This is Joint Ordinance as it pertains to the Opioid Litigation, which involves the City of Lafayette and the Parish of Lafayette.

If all is in order, please include on the agenda of the City Council and the Parish Council to be introduced and adopted at the respective Council meetings on Tuesday, September 16, 2025.

Thanks,

A handwritten signature in blue ink, appearing to read "Patrick S. Ottinger".

Patrick S. Ottinger  
City-Parish Attorney

LAFAYETTE JOINT COUNCIL MEETING

AGENDA ITEM SUBMITTAL FORM

1) **JUSTIFICATION FOR REQUEST:** A Joint Resolution of the Lafayette City Council and the Lafayette Parish Council Authorizing the Lafayette Mayor-President on behalf of the Parish of Lafayette and the City of Lafayette to Join with the State of Louisiana and Other Local Governmental Units as a Participant in any Settlement Agreements or other Associated Agreements Relative to the Opioid Litigation

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2) **ACTION REQUESTED:** Adoption of resolution

3) **REQUESTED ACTION OF LAFAYETTE CITY-PARISH COUNCIL:**

A) INTRODUCTION: 09-16-2025

B) FINAL ADOPTION: 09-16-2025

4) **DOCUMENTATION INCLUDED WITH THIS REQUEST:**

A) Resolution (3 pages)

B) Exhibit 1 – LA State-Local-Government – Opioid Litigation – MOU (25 pages)

C) Exhibit 2 – CEA - Opioid Abatement Administration Corporation & Lead Parish (5 pages)

D) Exhibit 3 – Subdivision Participation and Release Form; and Secondary Manufacturers' Combined Subdivision Participation and Release Form (8 pages)

E) Submittal Form (1 page)

F) Memo (1 page)

5) **FISCAL IMPACT:**

\_\_\_\_\_ Fiscal Impact (Explain)

X  No Fiscal Impact

RECOMMENDED BY:



\_\_\_\_\_  
PATRICK S. OTTINGER  
CITY-PARISH ATTORNEY