TEVA/NEW YORK STATEWIDE OPIOID SETTLEMENT AGREEMENT EXHIBITS

Exhibit A
Teva's Current Subsidiaries, Affiliates, and Joint Ventures

Following best efforts by Teva, below are Teva's currently existing subsidiaries, affiliates, and joint ventures. In the event of an inadvertent lack of inclusion, the Parties will work to address the matter.

1. 10009474 Canada Inc.
2. 1453350 Ontario Inc.
3. 9985247 Canada Inc.
4. Abic Investment (1959) Ltd.
5. Abic Ltd.
6. AbZ-Pharma GmbH
7. Actavis d.o.o. Belgrade
8. Actavis Dutch Holding B.V.
9. Actavis Elizabeth LLC
10. Actavis Finance LLC
11. Actavis Group PTC ehf.
12. Actavis Holdco US, Inc.
13. Actavis Kadian LLC
14. Actavis Laboratories FL, Inc.
15. Actavis Laboratories UT, Inc.
16. Actavis Limited
17. Actavis LLC
18. Actavis Mid Atlantic LLC
19. Actavis Pharma S. de R.L. de C.V.
20. Actavis Pharma, Inc.
21. Actavis Pharmaceuticals NJ, Inc.
22. Actavis Puerto Rico Holdings Inc.
23. Actavis South Atlantic LLC
24. Actavis Totowa LLC
25. Actavis Ukraine LLC
26. Actavis US Holding LLC
27. Anda Holdco Corp.
28. Anda Marketing, Inc.
29. Anda Pharmaceuticals, Inc.
30. Anda Puerto Rico Inc.
31. Anda Veterinary Supply, Inc.
32. Anda, Inc.
33. Andrx LLC
34. Anesta LLC

35. Arana Therapeutics, Inc.
36. Asaph II B.V.
37. Assia Chemical Industries Ltd.
38. Auspex Pharmaceuticals, Inc.
39. Balkanpharma Dupnitsa AD
40. Barr International Services, Inc.
41. Barr Laboratories, Inc.
42. Barr Pharmaceuticals, LLC
43. Cephalon (UK) Limited
44. Cephalon Australia (VIC) Pty Ltd
45. Cephalon Clinical Partners, LP
46. Cephalon Development Corporation
47. Cephalon LLC
48. CIMA Labs Inc.
49. Circa Pharmaceuticals West, Inc.
50. Cobalt Laboratories LLC
51. Copper Acquisition Corp.
52. Coventry Acquisition, LLC
53. Cupric Holding Co. LLC
54. Cybear, LLC
55. Doral Manufacturing, Inc.
56. East End Insurance, Ltd
57. FEI Products, LLC
58. Gecko Health Innovations, Inc.
59. GeminX Pharmaceuticals Canada, Inc
60. Genchem Pharma LLC
61. Goldline Laboratories, Inc.
62. Inmobiliaria Lemery, S.A. de C.V.
63. INSPIRE INCUBATOR, LIMITED PARTNERSHIP
64. IVAX (Bermuda) Ltd.
65. IVAX Argentina S.A.
66. IVAX Far East, Inc.
67. IVAX Holdings C.I.
68. IVAX International B.V.
69. IVAX Laboratories Puerto Rico, Inc.
70. IVAX LLC
71. IVAX Pharmaceuticals B.V.
72. IVAX Pharmaceuticals Caribe, Inc.
73. IVAX Pharmaceuticals Mexico, S.A. de C.V.
74. IVAX Pharmaceuticals NV, LLC

75. IVAX Pharmaceuticals, LLC
76. IVAX Specialty Chemicals Sub, LLC
77. IVAX UK Limited
78. Kilburn B.V.
79. Laboratorio Chile, S.A.
80. Laboratorios Davur S.L.U.
81. Labrys Biologics, Inc.
82. Lemery S.A. de C.V.
83. Limited Liability Company “Teva Ukraine”
84. Maancirkel Holding B.V.
85. Marsam Pharmaceuticals LLC
86. Med All Enterprise Consulting (Shanghai) Co.,Limited
87. Mepha Investigação, Desenvolvimento e Fabricação Farmacêutica, Lda.
88. Mepha Pharma AG
89. Mepha Schweiz AG
90. Merckle GmbH
91. MicroDose Therapeutx, Inc.
92. MORIAH BIOTECHNOLOGY LTD
93. Norton (Waterford) Limited
94. Norton Healthcare (1998) Limited
95. Norton Healthcare Limited
96. Novopharm Holdings, Inc.
97. NT Pharma Canada Ltd.
98. Nupathe Inc.
99. Nuvelution TS Pharma, Inc.
100. Odyssey Pharmaceuticals, Inc.
101. Oncotest Teva Ltd
102. Orvet UK
103. Patient Services and Solutions, Inc.
104. Pharma de Espana, Inc.
105. Pharmachemie (Proprietary) Limited
106. Pharmachemie B.V.
107. PharmaPlantex Limited
108. Pharmatrade S.A.
109. PharmNovo LLC
110. Plantex Ltd.
111. PLIVA d.o.o. SARAJEVO
112. PLIVA HRVATSKA d.o.o.
113. PLIVA Ljubljana d.o.o.

114. Pliva Real Estate GmbH
115. PLIVA SKOPJE d.o.o.
116. PLIVA, Inc.
117. Plus Chemicals, branch of Teva Pharmaceuticals International GmbH
118. PT Actavis Indonesia
119. Rakepoll Holding B.V.
120. ratiopharm - Comercio e Industria de Produtos Farmaceuticos, Lda.
121. ratiopharm Arzneimittel Vertriebs-GmbH
122. ratiopharm España S.A.
123. ratiopharm GmbH
124. ratiopharm Immobilienverwaltung GmbH & Co. KG
125. ratiopharm Kazakhstan LLP
126. Representaciones E Investigaciones Medicas S.A. - also called RIMSA
127. Rise Healthcare Ltd
128. Royce Research and Development Limited Partner I
129. Salomon, Levin & Elstein Ltd.
130. Sicor de México S.A. de C.V.
131. Sicor Inc.
132. Sicor Società Italiana Corticosteroidi S.r.l.
133. Sindan-Pharma Srl
134. TAGCO Incorporated
135. TAPI Puerto Rico, Inc.
136. Teva API B.V.
137. Teva API Inc.
138. TEVA API INDIA Private Limited
139. Teva API Japan LTD.
140. Teva API Services Mexico, S.de R.L. de C.V.
141. Teva B.V.
142. Teva Biopharmaceuticals USA, Inc.
143. Teva Biotech GmbH
144. Teva Branded Pharmaceutical Products R&D, Inc.
145. Teva Canada Innovation G.P. - S.E.N.C.
146. TEVA CANADA LIMITED / TEVA CANADA LIMITEE
147. Teva Capital Services Switzerland, branch of Teva Pharmaceuticals International Gmb H
148. Teva Czech Industries s.r.o.

149. Teva Denmark A/S
150. Teva Digital Health, Inc.
151. Teva Farmaceutica Ltda
152. Teva Finance Holding B.V.
153. Teva Finance Services II B.V.
154. Teva Finance Services LLC
155. Teva Finland Oy
156. Teva Global Products Limited Partnership
157. Teva GmbH
158. Teva Health GmbH
159. Teva Healthcare India Private Limited
160. Teva Holdco US, Inc.
161. Teva Holdings GK
162. Teva Holdings Ltd.
163. Teva İlaçları Sanayi ve Ticaret Anonim Şirketi
164. Teva India Private Limited
165. TEVA INVERSIONES Y EXPORTACIONES SpA
166. Teva Investments (Pty) Ltd.
167. Teva Israel Ltd
168. Teva İstanbul İlaç San. Ve Tic. Ltd. Şti
169. Teva Italia S.r.l.
170. Teva Laboratoires
171. Teva Limited Liability Company
172. Teva Logistics Services B.V.
173. Teva Medical (Marketing) Ltd.
174. Teva Medical Ltd.
175. Teva Nechasim Ltd.
176. Teva Nederland B.V.
177. Teva Neuroscience, Inc.
178. Teva Norway AS (f.k.a. ratiopharm Norway AS)
179. TEVA OPERATIONS POLAND SPÓŁKA z OGRANICZONĄ ODPOWIEDZIALNOŚCIĄ
180. Teva Parenteral Medicines, Inc.
181. TEVA PERU S.A.
182. Teva Pharma - Produtos Farmacêuticos Lda
183. Teva Pharma (MS) Pty Ltd
184. Teva Pharma (New Zealand) Limited
185. Teva Pharma AG
186. Teva Pharma Australia Pty Ltd

187. Teva Pharma B.V.
188. Teva Pharma Belgium N.V.
189. Teva Pharma EAD
190. Teva Pharma Holdings Limited
191. Teva Pharma Iceland
192. Teva Pharma S.L.U.
193. TEVA PHARMA UK LIMITED
194. Teva Pharmaceutical and Chemical Industries India Private Limited
195. Teva Pharmaceutical Finance Company B.V.
196. Teva Pharmaceutical Finance Company LLC
197. Teva Pharmaceutical Finance IV B.V.
198. Teva Pharmaceutical Finance IV, LLC
199. Teva Pharmaceutical Finance Netherlands II B.V.
200. Teva Pharmaceutical Finance Netherlands III B.V.
201. Teva Pharmaceutical Finance Netherlands IV B.V.
202. Teva Pharmaceutical Finance V B.V.
203. Teva Pharmaceutical Finance V, LLC
204. Teva Pharmaceutical Finance VI, LLC
205. Teva Pharmaceutical Industries Ltd.
206. Teva Pharmaceutical Information Consulting (Shanghai) Co., Ltd.
207. Teva Pharmaceutical Investments Singapore Pte. Ltd
208. Teva Pharmaceutical R&D LP
209. TEVA Pharmaceutical Works Private Limited Company
210. Teva Pharmaceuticals Australia Pty Ltd
211. Teva Pharmaceuticals Colombia S.A.
212. Teva Pharmaceuticals CR, s.r.o.
213. Teva Pharmaceuticals Curacao N.V.
214. Teva Pharmaceuticals Europe B.V.
215. Teva Pharmaceuticals Finance Netherlands B.V.
216. Teva Pharmaceuticals International GmbH
217. TEVA Pharmaceuticals Mexico S.A. de C.V.
218. Teva Pharmaceuticals Panama, S.A
219. Teva Pharmaceuticals Polska spółka z ograniczoną odpowiedzialnością
220. Teva Pharmaceuticals S.R.L.
221. TEVA Pharmaceuticals Slovakia s.r.o.
222. Teva Pharmaceuticals USA, Inc.
223. Teva Pharmaceuticals, Inc.

224. Teva Puerto Rico LLC
225. Teva Respiratory, LLC
226. Teva Sales and Marketing, Inc.
227. Teva Santé SAS
228. Teva Sweden AB
229. Teva Takeda Pharma Ltd.
230. Teva Takeda Yakuhin Ltd.
231. Teva UK Holdings Limited
232. Teva UK Limited
233. TEVA Uruguay S.A.
234. Teva Women's Health, LLC
235. Tevamiri Limited
236. TEVAPHARM INDIA PRIVATE LTD.
237. TEVCO Incorporated
238. TPI U.S. Holdings, Inc.
239. Transpharm Logistik GmbH
240. UAB Teva Baltics
241. Valmed Pharmaceutical, Inc.
242. Watson Laboratories, Inc.
243. Watson Laboratories, Inc.
244. Watson Laboratories, LLC
245. Watson Management Corporation

Exhibit B
NEW YORK SUBDIVISION SETTLEMENT PARTICIPATION FORM

This Settlement Participation Form for New York Participating Subdivisions resolves Claims related to Covered Conduct, Opioids, Opioid Products, and Products against Teva under the terms and conditions set forth in the Teva New York Statewide Opioid Settlement Agreement between and among the State of New York (for itself and certain other Releasors), the County of Nassau, the County of Suffolk, all other New York Participating Subdivisions, and Teva (the "Agreement")[1], the provisions of which are here incorporated by reference in their entirety.

Upon executing this Settlement Participation Form, a Participating Subdivision agrees that, in exchange for the consideration described in the Agreement, the Participating Subdivision is bound by all the terms and conditions of the Agreement, including but not limited to the Release Section found in Section VI of the Agreement and the Participation by Subdivisions Section found in Section VIII of the Agreement, and the Participating Subdivision and its signatories expressly represent and warrant on behalf of themselves that they have, or will have obtained on or before the Effective Date or on or before the execution of this Settlement Participation Form if executed after the Effective Date, the authority to settle and release, to the maximum extent of the Subdivision's power, all Released Claims related to Covered Conduct, Opioids, Opioid Products, and Products against all Released Entities.

If this Settlement Participation Form is executed on or before the Participation Date, the Participating Subdivision shall dismiss Teva and all other Released Entities with prejudice from all pending cases in which the Participating Subdivision has asserted Claims related to Covered Conduct, Opioids, Opioid Products, and Products against Teva and/or a Released Entity, as

[1] Capitalized terms used but not otherwise defined herein have the meanings ascribed to them in the Agreement.

applicable, no later than the Participation Date. If this Settlement Participation Form is executed after the Participation Date, the Participating Subdivision shall dismiss Teva and all other Released Entities with prejudice from all pending cases in which the Participating Subdivision has asserted Claims related to Covered Conduct, Opioids, Opioid Products, and Products against Teva and/or any other Released Entity, as applicable, concurrently with the execution of this Settlement Participation Form.

The Participating Subdivision hereby authorizes counsel, if applicable, to execute and file on behalf of the Participating Subdivision, a Stipulation of Discontinuance with Prejudice. By executing this Settlement Participation Form, the Participating Subdivision submits to the jurisdiction of the Court where the Consent Judgment is filed for purposes limited to that Court's role under the Agreement.

Date: _____

[NY SUBDIVISION]

By: _____

[COUNSEL]
[FIRM]
[ADDRESS]
[TELEPHONE]

[EMAIL ADDRESS]

Counsel for [NY SUBDIVISION]

Exhibit C
TEVA NEW YORK GLOBAL PAYMENT OPIOID SETTLEMENT SHARING AGREEMENT

This Agreement sets forth the terms and conditions governing the sharing and allocation of funds between and among the State of New York and the New York Subdivisions (as defined below) received from Teva (as defined below) under the Global Payment Portion of the New York Teva Opioids Settlement Agreement (defined below), 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 Teva;

Whereas, the State of New York and certain New York Subdivisions are engaged in litigation seeking to hold Teva accountable for the damage caused by their misfeasance, nonfeasance, and malfeasance; and

Whereas, the State of New York and the New York Subdivisions share a common desire to abate and alleviate the impacts of the misfeasance, nonfeasance, and malfeasance of Teva 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, the State of New York and the New York Subdivisions enter into this Agreement relating to the allocation, distribution, and use of the proceeds of the Global Payment Portion of the New York Teva Opioids Settlement (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 D.

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 Teva 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 County of Nassau, the County of Suffolk, and the City of New York.

E. The "Global Payment Portion" means the amounts paid pursuant to Sections III.A.1.a.(i)&(ii) of the New York Teva Opioids Settlement Agreement.

F. "Large New York Cities" means New York cities other than New York City with a 2020 population of more than 90,000 – *i.e.*, the cities of Albany, Buffalo, Rochester, Syracuse and Yonkers.

G. "New York Allergan Statewide Opioid Settlement Agreement" means the Allergan New York Settlement Agreement, executed on December 8, 2021.

H. "New York Distributor Statewide Opioid Settlement Agreement" means the Distributors New York Settlement Agreement, executed on July 20, 2021.

I. "New York Janssen Statewide Opioid Settlement Agreement" means the Janssen New York Settlement Agreement, executed on June 25, 2021.

J. "New York Subdivisions" means each county, city, town, village or special district in New York.

K. "Opioid Settlement Funds" shall mean monetary amounts obtained through the Teva Opioid Settlement Agreement as defined in this Agreement.

L. "Teva" shall mean (i) Teva Pharmaceutical Industries Ltd. and (ii) all of its respective past and present direct or indirect parents, subsidiaries, divisions, affiliates, joint ventures, predecessors, successors, assigns, including but not limited to Teva Pharmaceuticals USA, Inc., the Actavis Generic Entities, and Anda, Inc.

M. "Parties" means the State of New York and the New York Subdivisions who execute this agreement.

N. "New York Teva Opioids Settlement Agreement" shall mean this settlement agreement jointly entered into by the State of New York and New York Subdivisions with Teva.

O. "Opioid Settlement Fund" means the fund created by Section IV, which will be used or distributed in accordance with Section IV and this Agreement.

II. GENERAL FINANCIAL AND STRUCTURE TERMS

A. **Scope of Agreement.** This Agreement applies to the Global Payment Portion of the New York Teva Opioids Settlement Agreement.

B. **Allocation and Distribution of Funds for Restitution and Abatement**. Opioid Settlement Funds from the Global Payment Portion of the New York Teva Opioids Settlement Agreement shall be allocated and distributed as follows:

1. **17.5%** to the State of New York (unless not in accordance with state law). The Office of the Attorney General shall have the discretion to allocate a portion of these funds to local governments not listed in the annexed allocation chart.

2. **16.39%** to the Lead State Agency to be placed in the Opioid Settlement Fund for Regional Spending on Approved Uses. In combination, the amount of Regional Spending of the Opioid Settlement Fund committed to the Large New York Cities shall not be less than 1.89% of the total Opioid Settlement Funds.

3. **27.65%** 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.

4. **5.4%** to the Direct Share Subdivisions as "Direct Unrestricted Funds".

5. **10.1%** to the Direct Share Subdivisions for spending on Approved Uses ("Direct Restricted Funds").

6. **22.96%** to the City of New York for spending on Approved Uses.

C. **Redistribution in Certain Situations**. In the event a New York Subdivision merges, dissolves, or ceases to exist, the allocation percentage for that New York Subdivision shall be redistributed equitably based on the composition of the successor New York Subdivision. If a New York Subdivision for any reason is excluded from a specific Settlement, including because it does not execute a release as required by Section III.A, the allocation percentage for that New York Subdivision pursuant to Sections II.B.4 and 5 shall be redistributed equitably among the participating New York 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.4, 5 and 6 shall be paid directly and as promptly as reasonably practicable by Teva or the settlement fund administrator(s) to the Direct Share Subdivisions, and the City of New York.

E. **Attorneys' Fees and Expenses.** Unless state law or the applicable Statewide Opioid Settlement Agreement provides otherwise, Attorneys' fees and expenses will be determined and paid according to each Direct Share Subdivision's and New York Subdivision's contracts with its respective counsel. This does not prevent counsel for New York subdivisions to agree to recover solely from: (1) the common benefit and contingency fee funds if established pursuant to settlements with Opioid Supply Chain Participants; or (2) payment of attorneys' fees and costs directly from Opioid Supply Chain Participants.

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 that execute a release for

the New York Teva Opioid Settlement Agreement, pursuant to Section II.B.4 and 5, and will be fully distributed among them pursuant to the allocation set forth in Schedule A to this Agreement.

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.5 and 6 of this Agreement as well as under the Teva New York Premium Payment Opioid Settlement Sharing Agreement, 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 **45**% of the Opioid Settlement Fund (16.39% of the total Opioid Settlement Funds) for Approved Uses in the various regions, Large New York Cities and other litigating municipalities of New York State, except New York City and the Counties of Nassau and Suffolk, pursuant to a commitment to spend in each the corresponding percentages shown in Schedule B. Of this amount, at least 1.89% of the total Opioid Settlement Funds received by New York shall be set aside for Large New York Cities, as listed in Schedule C. Each New York Subdivision other than New York City and the Counties of Nassau and Suffolk 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 **55**% of the Opioid Settlement Fund (20% 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 Agreement, 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 Agreement 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.5 and any spending by New York City pursuant to Section II.B.6, 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 Agreement, 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 agreement.

VI. RETENTION OF JURISDICTION

The Supreme Court, County of Nassau, shall retain jurisdiction of the Parties for the purpose of this Agreement, including its interpretation and enforcement.

LETITIA JAMES
Attorney General of the State of New York

By: _____ Date:_____
Muhammad Umair Khan
Senior Advisor & Special Counsel
Office of New York State Attorney General

28 Liberty Street, 23rd Floor
New York, NY 10005
Tel: 212-416-8450
Umair.Khan@ag.ny.gov

Counsel for The People of the State of New York

NAPOLI SHKOLNIK PLLC

_____ Date:_____

Salvatore C. Badala
Napoli Shkolnik PLLC
400 Broadhollow Road
Melville, NY 11747
Phone: (212) 397-1000
sbadala@napolilaw.com

SIMMONS HANLY CONROY LLC

_____ Date:_____

Jayne Conroy
Simmons Hanly Conroy LLC
112 Madison Ave 7th Floor
New York, NY 10016
Phone: (212) 257-8482
jconroy@simmonsfirm.com

ADDITIONAL SIGNATORIES:

_____
_____ Date:_____
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Counsel for _____

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_____ Date:_____

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Counsel for _____

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Counsel for _____

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Counsel for _____

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Schedule A

Allegany	0.492651319%
Cattaraugus	0.885804166%
Chautauqua	1.712744591%
Erie	13.981832649%
Niagara	3.416877066%
Western Region	**20.489909791%**
Genesee	0.710630089%
Livingston	0.678797077%
Monroe	9.384433024%
Ontario	1.309944722%
Orleans	0.412856571%
Seneca	0.386847050%
Wayne	0.994089249%
Wyoming	0.411657124%
Yates	0.247909288%
Finger Lakes Region	**14.537164194%**
Broome	2.790673871%
Chemung	1.231939720%
Chenango	0.516475286%
Delaware	0.549364256%
Schuyler	0.208248729%
Steuben	1.137138754%
Tioga	0.542347836%
Tompkins	1.177586745%
Southern Tier Region	**8.153775199%**
Cayuga	0.903523653%
Cortland	0.541036257%
Madison	0.810595101%
Onondaga	6.323758786%
Oswego	1.549495093%
Central NY Region	**10.128408890%**
Fulton	0.462070473%
Herkimer	0.658308079%
Montgomery	0.453395949%
Oneida	2.826733181%
Otsego	0.670962131%
Schoharie	0.277769778%
Mohawk Valley Region	**5.349239592%**
Clinton	0.831513299%

Essex	0.367293246%
Franklin	0.457353060%
Hamilton	0.030269643%
Jefferson	1.273686826%
Lewis	0.251124198%
St. Lawrence	1.234262202%
North Country Region	**4.445502475%**
Albany	2.791375201%
Columbia	0.656790382%
Greene	0.793267678%
Rensselaer	1.270734936%
Saratoga	1.679317072%
Schenectady	1.217397796%
Warren	0.612162823%
Washington	0.479903545%
Capital Region	**9.500949434%**
Dutchess	4.381104459%
Orange	5.187725669%
Putnam	1.184886753%
Rockland	3.081816868%
Sullivan	1.888626559%
Ulster	2.462996041%
Westchester	9.207894077%
Mid-Hudson Region	**27.395050426%**

Schedule B

Western Region	**18.127131908%**
Finger Lakes Region	**12.860822502%**
Southern Tier Region	**7.213529004%**
Central NY Region	**8.960459360%**
Mohawk Valley Region	**4.732396222%**
North Country Region	**3.932872842%**
Capital Region	**8.405354899%**
Mid-Hudson Region	**24.236011664%**
Albany	**0.772105290%**
Buffalo	**3.867429560%**
Rochester	**2.595770859%**
Syracuse	**1.749176400%**
Yonkers	**2.546939490%**

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 undeserved 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 programing.

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.

Exhibit D

COURT OF THE STATE OF NEW YORK
COUNTY OF SUFFOLK

IN RE OPIOID LITIGATION	
This document relates to: *The County of Suffolk, New York v. Purdue Pharma L. P.*, Case No. 400001/2017 *The County of Nassau, New York v. Purdue Pharma L. P.*, Case No. 400008/2017	Index No. 400000/2017 Hon. Jerry Garguilo

STIPULATION OF DISCONTINUANCE WITH PREJUDICE

IT IS HEREBY STIPULATED AND AGREED, by and between Plaintiffs Suffolk County, New York, and Nassau County, New York, and Defendants Cephalon, Inc., Teva Pharmaceuticals USA, Inc., Actavis LLC, Actavis Pharma, Inc., Watson Laboratories, Inc., and Anda, Inc., that pursuant to CPLR 3217, all pending motions are hereby withdrawn and the following action is hereby voluntarily discontinued with prejudice, without costs as to any party against the other:

1. *The County of Suffolk, New York v. Purdue Pharma L. P.*, Case No. 400001/2017; and
2. *The County of Nassau, New York v. Purdue Pharma L. P.*, Case No. 400008/2017.

Dated: _____

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Exhibit E

SUPREME COURT OF THE STATE OF NEW YORK
COUNTY OF SUFFOLK

IN RE OPIOID LITIGATION

This document relates to:
The People of the State of New York v. Purdue Pharma L.P., Case No. 400016/18

Index No.: 400000/2017
Part 48

Hon. Jerry Garguilo

STIPULATION OF DISCONTINUANCE WITH PREJUDICE

IT IS HEREBY STIPULATED AND AGREED, by and between Plaintiff, the People of the State of New York (the "State"), by its attorney, LETITIA JAMES, Attorney General of the State of New York, and Defendants Cephalon, Inc., Teva Pharmaceuticals USA, Inc., Actavis LLC, Actavis Pharma, Inc., and Watson Laboratories, Inc., that pursuant to CPLR 3217, all pending motions are hereby withdrawn, and the following action is hereby voluntarily discontinued with prejudice, without costs as to any party against the other:

The People of the State of New York v. Purdue Pharma L.P., Case No. 400016/2018.

Date: _____

LETITIA JAMES
Attorney General of the State of New York

By: _____
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Exhibit F (List of all Non-Statutorily Barred Releasors)

City / County Name	Within County	Main Counsel	2019 population estimate	Filed Date	Case ID
ALBANY CITY	ALBANY COUNTY	DREYER BOYAJIAN LAMARCHE SAFRANKO	96,460	1/8/2019	400004/2019
ALBANY COUNTY		MOTLEY RICE	305,506	1/5/2018	1:18-op-45096-DAP
ALLEGANY COUNTY		NAPOLI SHKOLNIK	46,091	6/14/2019	1:19-op-46151
AMHERST TOWN	ERIE COUNTY	NAPOLI SHKOLNIK	126,082	3/6/2018	2017-4131
AMSTERDAM CITY	MONTGOMERY COUNTY	NAPOLI SHKOLNIK	17,766	6/25/2019	1:19-op-46162
AUBURN CITY	CAYUGA COUNTY	NAPOLI SHKOLNIK	26,173	6/7/2019	1:19-op-45843
BROOME COUNTY		SIMMONS HANLY CONROY LLC	190,488	2/1/2017	400002/2017
CATTARAUGUS COUNTY		NAPOLI SHKOLNIK	76,117	6/18/2018	400027/2019
CAYUGA COUNTY		NAPOLI SHKOLNIK	76,576	6/8/2018	400013/2019
CHAUTAUQUA COUNTY		NAPOLI SHKOLNIK	126,903	1/12/2018	KI-2018-57
CHEEKTOWAGA TOWN	ERIE COUNTY	NAPOLI SHKOLNIK	85,884	4/18/2018	806151/2018
CHEMUNG COUNTY		NAPOLI SHKOLNIK	83,456	8/6/2018	400024/2019
CHENANGO COUNTY		NAPOLI SHKOLNIK	47,207	6/19/2018	400021/2019
CLINTON COUNTY		NAPOLI SHKOLNIK	80,485	1/12/2018	400003/2018
COLUMBIA COUNTY		SIMMONS HANLY CONROY LLC	59,461	2/2/2018	400015/2018
CORTLAND COUNTY		NAPOLI SHKOLNIK	47,581	8/6/2018	400019/2018
DUTCHESS COUNTY		SIMMONS HANLY CONROY LLC	294,218	6/6/2017	400005/2017
ERIE COUNTY		SIMMONS HANLY CONROY LLC	918,702	2/1/2017	400003/2017
ESSEX COUNTY		NAPOLI SHKOLNIK	36,885	6/19/2018	400019/2019
FRANKLIN COUNTY		NAPOLI SHKOLNIK	50,022	4/24/2018	400012/2018
FULTON COUNTY		SIMMONS HANLY CONROY LLC	53,383	3/26/2018	400018/2018
GENESEE COUNTY		NAPOLI SHKOLNIK	57,280	2/21/2018	400011/2018
GENEVA CITY	MULTIPLE COUNTIES	CHERUNDOLO // BRINDISI	12,631	3/13/2019	1:19-op-45214
GREENE COUNTY		SIMMONS HANLY CONROY LLC	47,188	1/12/2018	400008/2018

HAMILTON COUNTY		NAPOLI SHKOLNIK	4,416	2/26/2018	400005/2018
HERKIMER COUNTY		SIMMONS HANLY CONROY LLC	61,319	4/17/2018	400008/2019
HERKIMER VILLAGE	HERKIMER COUNTY	CHERUNDOLO // BRINDISI	9,573	7/5/2018	1:18-op-45964
ITHACA CITY	TOMPKINS COUNTY	NAPOLI SHKOLNIK	30,837	1/24/2018	400002/2018
JEFFERSON COUNTY		Cicala Law Firm	109,834	6/12/2019	1:19-op-45437
LACKAWANNA CITY	ERIE COUNTY	CHERUNDOLO // BRINDISI	17,720	4/15/2019	1:19-op-45303
LANCASTER TOWN	ERIE COUNTY	NAPOLI SHKOLNIK	43,325	6/13/2018	809160-2018
LEWIS COUNTY		SIMMONS HANLY CONROY LLC	26,296	4/13/2018	400007/2019
LIVINGSTON COUNTY		NAPOLI SHKOLNIK	62,914	3/15/2018	400012/2019
MADISON COUNTY		NAPOLI SHKOLNIK	70,941	1/12/2018	400028-2019
MONROE COUNTY		SIMMONS HANLY CONROY LLC	741,770	1/24/2018	400017/2018
MONTGOMERY COUNTY		SIMMONS HANLY CONROY LLC	49,221	9/5/2018	400009/2019
MOUNT VERNON CITY	WESTCHESTER COUNTY	NAPOLI SHKOLNIK	67,345	7/11/2018	400016/2019
NASSAU COUNTY		NAPOLI SHKOLNIK	1,356,924	6/12/2017	400008/2017
NEW YORK CITY	MULTIPLE COUNTIES	SIMMONS HANLY CONROY LLC	8,336,817	1/23/2018	400006/2018
NIAGARA COUNTY		NAPOLI SHKOLNIK	209,281	10/20/2017	400012/2017
OGDENSBURG CITY	ST LAWRENCE COUNTY	NAPOLI SHKOLNIK	10,436	6/7/2019	1:19-op-45852
ONEIDA COUNTY		CHERUNDOLO // BRINDISI	228,671	3/14/2018	1:18-op-45338-DAP
ONONDAGA COUNTY		CHERUNDOLO // BRINDISI	460,528	1/23/2018	1:18-op-45170-DAP
ONTARIO COUNTY		SIMMONS HANLY CONROY LLC	109,777	4/13/2018	400001/2019
ORANGE COUNTY		SIMMONS HANLY CONROY LLC	384,940	5/16/2017	400004/2017
ORLEANS COUNTY		NAPOLI SHKOLNIK	40,352	8/6/2018	400029/2019
OSWEGO COUNTY		SIMMONS HANLY CONROY LLC	117,124	1/4/2018	400007/2018
OTSEGO COUNTY		NAPOLI SHKOLNIK	59,493	8/1/2018	400023/2019
PLATTSBURGH CITY	CLINTON COUNTY	DREYER BOYAJIAN LAMARCHE SAFRANKO	19,515	1/8/2019	400003/2019
POUGHKEEPSIE CITY	DUTCHESS COUNTY	NAPOLI SHKOLNIK	30,515	5/15/2019	1:19-op-46163
PUTNAM COUNTY		NAPOLI SHKOLNIK	98,320	5/29/2018	400014/2019
RENSSELAER COUNTY		NAPOLI SHKOLNIK	158,714	9/27/2017	400011/2017

ROCHESTER CITY	MONROE COUNTY	NAPOLI SHKOLNIK	205,695	6/5/2019	1:19-op-45853
ROCKLAND COUNTY		Bleakley Platt & Schmidt, LLP	325,789	6/17/2019	1:19-op-45662
ROME CITY	ONEIDA COUNTY	CHERUNDOLO // BRINDISI	32,148	3/28/2019	1:19-op-45284
SARATOGA COUNTY		NAPOLI SHKOLNIK	229,863	1/17/2018	400009/2018
SARATOGA SPRINGS CITY	SARATOGA COUNTY	NAPOLI SHKOLNIK	28,212	6/10/2019	1:19-op-45857
SCHENECTADY CITY	SCHENECTADY COUNTY	DREYER BOYAJIAN LAMARCHE SAFRANKO	65,273	1/8/2019	400005/2019
SCHENECTADY COUNTY		SIMMONS HANLY CONROY LLC	155,299	6/15/2017	400009/2017
SCHOHARIE COUNTY		NAPOLI SHKOLNIK	30,999	9/27/2017	400010/2017
SCHUYLER COUNTY		NAPOLI SHKOLNIK	17,807	5/11/2018	400014/2018
SENECA COUNTY		SIMMONS HANLY CONROY LLC	34,016	6/7/2017	400002/2019
ST LAWRENCE COUNTY		SIMMONS HANLY CONROY LLC	32,261	1/12/2018	400002/2019
STEUBEN COUNTY		NAPOLI SHKOLNIK	95,379	2/21/2018	400004/2018
SUFFOLK COUNTY		SIMMONS HANLY CONROY LLC	1,476,601	8/31/2016	400007/2017
SULLIVAN COUNTY		SIMMONS HANLY CONROY LLC	75,432	6/7/2017	400007/2017
SYRACUSE CITY	ONONDAGA COUNTY	CHERUNDOLO // BRINDISI	142,327	10/1/2018	1:18-op-46169
TIOGA COUNTY		NAPOLI SHKOLNIK	48,203	6/19/2018	400022/2019
TOMPKINS COUNTY		NAPOLI SHKOLNIK	102,180	1/5/2018	2017-4131
TONAWANDA TOWN	ERIE COUNTY	NAPOLI SHKOLNIK	71,675	7/11/2018	810783/2018
TROY CITY	RENSSELAER COUNTY	DREYER BOYAJIAN LAMARCHE SAFRANKO	49,154	1/8/2019	400006/2019
ULSTER COUNTY		SIMMONS HANLY CONROY LLC	177,573	3/15/2018	400011/2019
UTICA	ONEIDA COUNTY	CHERUNDOLO // BRINDISI	59,750	11/30/2018	1:18-op-46359
WARREN COUNTY		NAPOLI SHKOLNIK	63,944	2/7/2018	400030/2019
WASHINGTON COUNTY		SIMMONS HANLY CONROY LLC	61,204	6/15/2018	400010/2019
WESTCHESTER COUNTY		NAPOLI SHKOLNIK	967,506	2/6/2018	400010/2018
WYOMING COUNTY		SIMMONS HANLY CONROY LLC	39,859	2/22/2018	400013/2018
YATES COUNTY		NAPOLI SHKOLNIK	24,913	8/3/2018	400026/2019
YONKERS CITY	WESTCHESTER COUNTY	Sanders Phillips Grossman, LLC	200,370	5/29/2019	400020/2019

Exhibit G

Anda Injunctive Relief

I. INTRODUCTION

A. The Effective Date of these Injunctive Relief Terms shall be July 4, 2023.

B. The parties acknowledge that agreement to the Injunctive Relief Terms does not constitute an admission that Anda's existing Controlled Substance Monitoring Program ("*CSMP*") does not comply with the requirements of law.

C. The Parties acknowledge that Anda is predominantly a Secondary Source Distributor (as defined herein) to the Anda Customers, has in place a CSMP, and will develop a modified CSMP in accordance with this Agreement, that is tailored to the business of distributing products to Customers as a Secondary Source Distributor. The Parties acknowledge that the Anda CSMP may be different from the CSMPs implemented by other distributors, including other Primary or Secondary Source Distributors.

D. Primary Source Distributors and Secondary Source Distributors may use different analytical tools to identify and characterize Customers' ordering patterns, order frequencies and order sizes, and deviations therefrom. Analytical tools and, where applicable, algorithms, adopted and implemented by any particular distributor are not dispositive of the appropriate methods and tools to be implemented by Anda or other distributors.

E. Nothing contained herein shall prohibit Anda from divesting any or all of its distribution operations provided that all provisions of this Injunctive Relief shall apply to any subsequent purchaser with respect to the divested operations.

II. TERM

A. The duration of these Injunctive Relief Terms shall be ten (10) years from the Effective Date.

III. DEFINITIONS

A. *"Anda."* Anda, Inc. and Anda Pharmaceuticals, Inc. and each of their current and former parents, subsidiaries, predecessors, successors, affiliates, divisions, assigns, officers, directors, agents, employees and principals.

B. *"Big 3 Distributor Injunctive Terms."* Exhibit P of the Settlement Agreement, dated as of July 21, 2021, between McKesson Corporation, Cardinal Health, Inc., and AmerisourceBergen Corporation and certain States and subdivisions.

C. *"Chain Customers."* Chain retail pharmacies that have centralized corporate headquarters and have multiple specific retail pharmacy locations from which Controlled Substances are dispensed to individual patients.

D. *"Controlled Substances."* Those substances designated under schedules II-V pursuant to the federal Controlled Substances Act and the laws and regulations of the Settling States that

incorporate federal schedules II-V. For purposes of the requirements of the Injunctive Relief Terms, Gabapentin shall be treated as a Controlled Substance, except for purposes of Section XII for Customers located in States that do not regulate it as a controlled substance or similar designation (e.g., drug of concern).

E. *"CSMP."* As defined in Section I.A.

F. *"Customers."* Refers collectively to current, or where applicable potential, Chain Customers and Independent Retail Pharmacy Customers. "Customers" do not include long-term care facilities, hospital pharmacies, and pharmacies that serve exclusively inpatient facilities.

G. *"Effective Date."* As defined in Section I.B.

H. *"Highly Diverted Controlled Substances*." Includes: (i) oxycodone; (ii) hydrocodone; (iii) hydromorphone; (iv) tramadol; (v) oxymorphone; (vi) morphine; (vii) methadone; (viii) carisoprodol; (ix) alprazolam; and (x) fentanyl. Anda shall annually review this list to determine whether changes are appropriate and shall add Controlled Substances to the list of Highly Diverted Controlled Substances as needed based on information provided by the DEA and/or other sources related to drug diversion trends. Anda shall notify the State Compliance Review Committee and the Monitor of any additions to the list of Highly Diverted Controlled Substances. Access to Controlled Substances predominately used for Medication-Assisted Treatment shall be considered when making such additions.

I. *"Independent Retail Pharmacy Customers."* Retail pharmacy locations that do not have centralized corporate headquarters and dispense Controlled Substances to individual patients.

J. *"Injunctive Relief Terms."* As defined in Section I.A.

K. *"NDC."* National Drug Code.

L. *"Non-Controlled Substance."* Prescription medications that are not Controlled Substances.

M. *"Order."* A unique Customer request on a specific date for (i) a certain amount of a specific dosage form or strength of a Controlled Substance or (ii) multiple dosage forms and/or strengths of a Controlled Substance. For the purposes of this definition, each line item on a purchasing document or DEA Form 222 is a separate order, except that a group of line items either in the same drug family or DEA base code (based upon the structure of Anda's CSMP) may be considered to be a single order.

N. *"Pharmacy Customer Data."* Aggregated and/or non-aggregated data provided by the Customer for a 90-day period.

1. To the extent feasible based on the functionality of a Customer's pharmacy management system, Pharmacy Customer Data shall contain (or, in the case of non-aggregated data, shall be sufficient to determine) the following:

    a) A list of the total number of prescriptions and dosage units for each NDC for all Controlled Substances and non-Controlled Substances;

b) A list of the top five prescribers of each Highly Diverted Controlled Substance by dosage volume and the top ten prescribers of all Highly Diverted Controlled Substances combined by dosage volume. For each prescriber, the data shall include the following information:

(1) Number of prescriptions and doses prescribed for each Highly Diverted Controlled Substance NDC;

(2) Number of prescriptions for each unique dosage amount (number of pills per prescription) for each Highly Diverted Controlled Substance NDC;

(3) Prescriber name, DEA registration number, and address; and

(4) Medical practice/specialties, if available;

c) Information on whether the method of payment was cash for (a) Controlled Substances, and (b) non-Controlled Substances; and

d) Information on top ten patient residential areas by five-digit ZIP code prefix for filled Highly Diverted Controlled Substances by dosage volume, including number of prescriptions and doses for each Highly Diverted Controlled Substance NDC.

2. Anda is not required to obtain Pharmacy Customer Data for all Customers. Pharmacy Customer Data only needs to be obtained under circumstances required by the Injunctive Relief Terms and the applicable CSMP policies and procedures. Anda's CSMP policies and procedures shall describe the appropriate circumstances under which and methods to be used to obtain and analyze Pharmacy Customer Data.

3. Anda shall only collect, use, disclose or retain Pharmacy Customer Data consistent with applicable federal and state privacy and consumer protections laws. Anda shall not be required to collect, use, disclose or retain any data element that is prohibited by law or any element that would require notice to or consent from the party who is the subject of the data element, including, but not limited to, a third party (such as a prescriber) to permit collection, use, disclosure and/or retention of the data.

O. *"Primary Source Distributor."* With respect to any individual Customer, a distributor of pharmaceutical products who serves with respect to such Customer as the primary source of Controlled Substances to such Customer.

P. *"Secondary Source Distributor."* With respect to any individual Customer, a distributor of pharmaceutical products who does not serve with respect to such Customer as the primary source of Controlled Substances to such Customer.

Q. *"Suspicious Orders."* As defined under federal law and regulation and the laws and regulations of the Settling States that incorporate the federal Controlled Substances Act. Suspicious Orders currently include, but are not limited to, orders of unusual size, orders deviating substantially from a normal pattern, and orders of unusual frequency.

R. *"Threshold."* The total volume of a particular drug family, DEA base code, or a particular formulation of a Controlled Substance that Anda shall allow a Customer to purchase in any particular period.

IV. INDEPENDENCE

A. Anda's sales personnel compensated with commissions shall not be compensated based on revenue or profitability targets or expectations for sales of Controlled Substances. However, Anda's personnel may, as applicable, be compensated (including incentive compensation) based on formulas that include total sales for all of Anda's products, including Controlled Substances. The compensation of sales personnel shall not include incentive compensation tied solely to sales of Controlled Substances.

B. For any Anda personnel who are compensated at least in part based on Customer sales, Anda shall ensure the compensation of such personnel is not decreased by a CSMP-related suspension or termination of a Customer or as a direct result of the reduction of sales of Controlled Substances to a Customer pursuant to the CSMP.

C. Anda's sales personnel shall not be authorized to make decisions regarding the implementation of CSMP policies and procedures, the design of the CSMP, the setting or adjustment of Thresholds, or other actions taken pursuant to the CSMP, except sales personnel must provide information regarding compliance issues to CSMP personnel promptly. Anda's sales personnel are prohibited from interfering with, obstructing, or otherwise exerting control over any CSMP department decision-making.

D. Anda shall review its compensation and non-retaliation policies and, if necessary, modify and implement changes to those policies to effectuate the goals of, and incentivize compliance with, the CSMP.

E. Anda shall maintain a telephone, email, and/or web-based "hotline" to permit employees and/or Customers to anonymously report suspected diversion of Controlled Substances or violations of the CSMP, Anda company policy related to the distribution of Controlled Substances, or applicable law. Anda shall share the hotline contact information with their employees and Customers. Anda shall maintain all complaints made to the hotline, and document the determinations and bases for those determinations made in response to all complaints.

V. MANDATORY TRAINING

A. Anda shall require all new CSMP personnel to attend trainings on its CSMP, its obligations under the Injunctive Relief Terms, and its duties with respect to maintaining effective controls against potential diversion of Controlled Substances and reporting Suspicious Orders pursuant to state and federal laws and regulations prior to conducting any compliance activities for Anda without supervision.

B. Anda shall provide annual trainings to CSMP personnel on its CSMP, its obligations under the Injunctive Relief Terms, and its duties to maintain effective controls against potential diversion of Controlled Substances and report Suspicious Orders pursuant to state and federal laws and regulations.

C. On an annual basis, Anda shall test its CSMP personnel on their knowledge regarding its CSMP, its obligations under the Injunctive Relief Terms, and its duties to maintain effective controls against potential diversion of Controlled Substances and to report Suspicious Orders pursuant to state and federal laws and regulations.

D. Anda shall train all third-party compliance consultants (defined as non-employees who are expected to devote fifty percent (50%) or more of their time to performing work related to Anda's CSMP, excluding information technology consultants not engaged in substantive functions related to Anda's CSMP) performing compliance functions for Anda in the same manner as Anda's CSMP personnel.

E. At least every three (3) years in the case of existing employees, and within the first six (6) months of hiring new employees, Anda shall require operations, sales, and senior executive employees to attend trainings on its CSMP, its obligations under the Injunctive Relief Terms, the hotline established in Section V.E, and its duties to maintain effective controls against potential diversion of Controlled Substances and report Suspicious Orders pursuant to state and federal laws and regulations.

VI. ONGOING DUE DILIGENCE

A. Anda shall periodically review its procedures and systems for detecting patterns or trends in Customer order data or other information used to evaluate whether a Customer is maintaining effective controls against diversion.

B. Anda shall conduct periodic proactive compliance reviews of its Customers' performance in satisfying their corresponding responsibilities to maintain effective controls against the diversion of Controlled Substances.

C. Anda shall review ARCOS data made available to it by the DEA to assist with Customer specific due diligence. For Chain Customers, this provision shall apply to the potential specific pharmacies in question.

D. Anda shall conduct due diligence as set forth in its CSMP policies and procedures in response to concerns of potential diversion of Controlled Substances at its Customers. For Chain Customers, these provisions shall apply to the specific pharmacies in question. The due diligence required by Anda's CSMP policies and procedures may depend on the information or events at issue. The information or events raising concerns of potential diversion of Controlled Substances at a Customer include but are not limited to:

1. The discovery of one or more unresolved Red Flags;
2. The receipt of information directly from law enforcement or regulators concerning potential diversion of Controlled Substances at or by a Customer;
3. The receipt of information concerning the suspension or revocation of pharmacist's DEA registration or state license related to potential diversion of Controlled Substances;
4. The receipt of reliable information through the hotline established in Section V.E concerning suspected diversion of Controlled Substances at the Customer;
5. The receipt of reliable information from another distributor concerning suspected diversion of Controlled Substances at the Customer; or

6. Receipt of other reliable information that the Customer is engaged in conduct indicative of diversion or is failing to adhere to its corresponding responsibility to prevent the diversion of Highly Diverted Controlled Substances.

E. On an annual basis, Anda shall obtain updated pharmacy questionnaires from one hundred (100) Customers to include the following:

1. The top 25 Customers by combined volume of Highly Diverted Controlled Substances purchased from Anda measured as of the end of the relevant calendar year; and

2. Additional Customers selected as a representative sample of various geographic regions, customer types (Independent Retail Pharmacy Customers and Chain Customers), and distribution centers. Anda shall develop risk-based criteria for the sample selection.

F. Scope of Review

1. For reviews triggered by Section VI.D, Anda shall conduct due diligence and obtain updated Pharmacy Customer Data or equivalent, as set forth in its CSMP policies and procedures.

2. For questionnaires collected pursuant to Section VI.E, Anda shall conduct a due diligence review consistent with Anda's CSMP policies and procedures. These annual diligence reviews shall be performed in addition to any of the diligence reviews performed under Section VI.D, but may reasonably rely on reviews performed under Section VI.D.

3. If Anda decides to terminate the Customer due to concerns regarding potential diversion of Controlled Substances, Anda shall promptly cease the sale of Controlled Substances to the Customer and report the Customer. If Anda decides not to terminate the Customer, Anda shall document that determination and the basis therefor. Such a good faith determination, if documented, shall not, without more, serve as the basis of a future claim of non-compliance with the Injunctive Relief Terms.

VII. SITE VISITS

A. Anda shall conduct site visits, including unannounced site visits, where appropriate, of Customers, as necessary, as part of Customer due diligence.

B. During site visits, Anda's CSMP personnel or qualified third-party compliance consultants shall interview the pharmacist-in-charge or other relevant Customer employees, if appropriate, about any potential Red Flags and the Customer's maintenance of effective controls against the potential diversion of Controlled Substances.

C. Anda's CSMP personnel or qualified third-party compliance consultants who conduct site visits shall document the findings of any site visit.

D. Site visit and all other compliance reports shall be maintained by Anda in a database accessible to all CSMP personnel.

VIII. COMPLIANCE

A. For the purposes of resolving disputes with respect to compliance with Injunctive Relief, should the State of New York have a reasonable basis to believe that Anda has engaged in a practice that breaches a provision of this Exhibit subsequent to the Effective Date, the State of New York shall notify Anda in writing of the specific objection, identify with particularity the provision of the Agreement that the practice appears to breach, and give Anda thirty (30) days to respond in writing to the notification; provided, however, that the State of New York may take any action if the State believes that, because of the specific practice, a threat to health or safety of the public requires immediate action.

B. Within thirty (30) days of receipt of written notice Anda shall provide a good faith written response to the State's notification, containing either a statement explaining why Anda believes it is in compliance with the provisions of this Exhibit, or a detailed explanation of how the alleged breach occurred and a statement explaining how Anda intends to remedy the alleged breach. Nothing in this section shall be interpreted to limit the State of New York's CID or investigative subpoena authority, to the extent such authority exists under applicable law, and Anda reserves all of its rights in responding to a CID or investigative subpoena issued pursuant to such authority.

C. The State of New York may agree, in writing, to provide Anda with additional time beyond thirty (30) days to respond to a notice provided under this Exhibit, without court approval.

D. Upon giving Anda thirty (30) days to respond to the notification described under this Exhibit, the State shall also be permitted reasonable access to inspect and copy relevant, non-privileged, non-work product records and documents in possession, custody, or control of Anda that relate to Anda's compliance with each provision of the Agreement pursuant to the State of New York's CID or investigative subpoena authority.

E. The State of New York may assert any claim that Anda has breached this Exhibit of the Agreement in a separate civil action to enforce compliance with the Agreement, or may seek any other relief afforded by law for breach of the Agreement, but only after providing Anda an opportunity to respond to the notification described in this Exhibit; provided, however, the State of New York may take any action if the State believes that, because of the specific practice, a threat to the health or safety of the public requires immediate action.

F. Anda or the State may request that Anda and the State meet and confer regarding the resolution of an actual or potential conflict between this Exhibit and any other law, regulation, or requirement, or between interpretations of the Agreement by different courts. Nothing herein is intended to modify or extend the jurisdiction of any single judicial authority as provided by law.

Exhibit H

Teva Injunctive Term Sheet

I. DEFINITIONS

A. "Cancer-Related Pain Care" shall mean care that provides relief from pain resulting from a patient's active cancer or cancer treatment, as distinguished from treatment provided during remission.

B. "CDC Guideline Recommendations" shall mean the 12 enumerated Recommendations published by the U.S. Centers for Disease Control and Prevention (CDC) for the prescribing of opioid pain medication for patients 18 and older in primary care settings as part of its 2016 Guideline for Prescribing Opioids for Chronic Pain (CDC Guidelines), as updated or amended by the CDC.

C. "Downstream Customer Data" shall mean transaction information that Teva collects relating to its direct customers' sales to Downstream Customers, including but not limited to chargeback data tied to Teva providing certain discounts, "867 data," and IQVIA data.

D. "Downstream Customers" shall mean the customers to which Teva's direct customers sell Teva product.

E. "End-of-Life Care" shall mean care for persons with a terminal illness or at high risk for dying in the near future in hospice care, hospitals, long-term care settings, or at home.

F. "Health Care Provider" shall mean any U.S.-based physician or U.S.-based health care practitioner who is licensed to provide health care services or to prescribe pharmaceutical products and any U.S.-based medical facility, practice, hospital, clinic or pharmacy.

G. "Host Institution" shall refer to the academic institution(s) selected by the Settling States to host and maintain the Public Document Repository, by, without limitation: maintaining control and security over documents in the Public Document Repository; providing an accessible user interface; and providing clear and transparent explanations of its procedures to the public.

H. "In-Kind Support" shall mean payment or assistance in the form of goods, commodities, services, or anything else of value.

I. "Investigator Sponsored Study" (ISS) shall mean a study in which an individual both initiates and conducts an investigation, and under whose immediate direction the investigational drug is administered or dispensed. In addition to the standard investigator responsibilities, the sponsor-investigator is also responsible for planning, conducting, and monitoring the study, managing data, preparing reports, and providing oversight, monitoring, and compliance with regulatory reporting requirements.

J. "Lobby" and "Lobbying" shall have the same meaning as "lobbying activities" and "lobbying contacts" under the federal lobbying disclosure act, 2 U.S.C. § 1602 *et seq*., and any analogous state or local provisions governing the person or entity being lobbied. As used in this Consent Judgment, "Lobby" and "Lobbying" include Lobbying directly or indirectly, through grantees or Third Parties.

K. "Opioid(s)" shall mean all naturally occurring, synthetic, or semisynthetic substances that interact with opioid receptors and act like opium.

L. "Opioid-Induced Side Effects Treatment Product" shall mean any pharmaceutical product that has been approved by the FDA and indicated for the treatment of Opioid-induced side effects. The term "Opioid-Induced Side Effects Treatment Product" shall not include products that treat opioid abuse, addiction or overdose, or respiratory depression.

M. "Opioid Product(s)" shall mean all current and future medications containing Opioids approved by the U.S. Food & Drug Administration (FDA) and listed by the DEA as Schedule II, III, or IV drugs pursuant to the federal Controlled Substances Act, including but not limited to buprenorphine, codeine, fentanyl, hydrocodone, hydromorphone, meperidine, methadone, morphine, oxycodone, oxymorphone, tapentadol, and tramadol. The term "Opioid Products(s)" shall not include methadone, buprenorphine, and other substances when used exclusively to treat opioid abuse, addiction or overdose; raw materials and/or immediate precursors used in the manufacture or study of Opioids or Opioid Products, but only when such materials and/or immediate precursors are sold or marketed exclusively to DEA-licensed manufacturers or DEA-licensed researchers.

N. "OUD" shall mean opioid use disorder defined in the *Diagnostic and Statistical Manual of Mental Disorders, Fifth Edition (DSM–5)*, as updated or amended.

O. "Promote," "Promoting," and "Promotion" shall mean dissemination of information or other practices intended or that could be reasonably anticipated to (i) increase sales, prescriptions, or the utilization of prescription products in the United States, or (ii) that attempt to influence prescribing practices or formulary decisions in the United States. These terms shall not include the provision of scientific information or data in response to unsolicited requests from Health Care Providers or payors as allowed in Section II. A. 2. (e)-(h).

P. "Qualified Researcher" shall mean any researcher holding a faculty appointment or research position at an institution of higher education, a research organization, a nonprofit organization, or a government agency.

Q. "Suspicious Order" shall have the same meaning as provided by the Controlled Substances Act, 21 U.S.C. §§ 801-904, and the regulations promulgated thereunder and analogous state laws and regulations.

R. "Teva" shall mean Teva Pharmaceutical Industries Ltd., Teva Pharmaceuticals USA, Inc., Cephalon, Inc., Watson Laboratories, Inc., Actavis LLC, and Actavis Pharma, Inc., f/k/a Watson Pharma Inc., and each of their parents, subsidiaries, predecessors, successors, affiliates, divisions, assigns, officers, directors, agents, employees and principals, but shall exclude Teva's wholly owned distributor subsidiary, Anda, Inc. For the avoidance of doubt, Teva does not include entities or individuals controlled by or employed by separate and distinct legal entities that are not directly or indirectly owned by Teva.

S. "Teva Opioid Products" shall mean Vantrela ER and Opioid Products listed on Teva's product catalog as of the Effective Date or that are added thereafter.

T. "Third Party" shall mean any person or entity other than Teva or a government entity.

U. "Treatment of Pain" shall mean the provision of therapeutic modalities to alleviate or reduce pain.

V. "Unbranded Information" shall mean any information that does not identify a specific product(s).

II. INJUNCTIVE RELIEF

A. Ban on Promotion

1. Teva shall not engage in the Promotion of Opioids or Opioid Products including, but not limited to, by:

   a. Employing or contracting with sales representatives or other persons to Promote Opioids or Opioid Products to Health Care Providers or patients, or to persons that influence or determine the Opioid Products included in formularies;

   b. Using speakers, key opinion leaders, thought leaders, lecturers, and/or speaking events for Promotion of Opioids or Opioid Products;

   c. Sponsoring, or otherwise providing financial support or In-Kind Support to medical education programs relating to Opioids or Opioid Products;

   d. Creating, sponsoring, operating, controlling, or otherwise providing financial support or In-Kind Support to any website, network, and/or social or other media account for the Promotion of Opioids or Opioid Products;

   e. Creating, sponsoring, distributing, or otherwise providing financial support or In-Kind Support for materials Promoting Opioids or Opioid Products, including, but not limited to, brochures, newsletters, pamphlets, journals, books, and guides that Promote Opioids or Opioid Products;

   f. Creating, sponsoring, or otherwise providing financial support or In-Kind Support for advertisements that Promote Opioids or Opioid Products, including, but not limited to, internet advertisements or similar content that Promote Opioids or Opioid Products, and providing hyperlinks or otherwise directing internet traffic to advertisements that Promote Opioids or Opioid Products; and

   g. Engaging in Internet search engine optimization or other techniques designed to Promote Opioids or Opioid Products by improving rankings or making content appear among the top results in an Internet search or otherwise be more visible or more accessible to the public on the Internet.

2. Notwithstanding Section II.A.1 directly above, Teva may:

   a. Maintain corporate websites;

   b. Maintain a website for any Opioid Product that contains principally the following content: the FDA-approved package insert, medication guide, and labeling, and a statement directing patients or caregivers to speak with a licensed Health Care Provider;

   c. Provide information or support the provision of information as expressly required by law or any state or federal government agency with jurisdiction in [State]. Teva may, in relation to its expressly required participation in the TIRF REMS program, remain involved in the preparation of materials and training concerning the process for enrollment in the TIRF REMS program;

d. Provide the following by mail, electronic mail, on or through Teva's corporate or product websites or through other electronic or digital methods: FDA-approved package insert, medication guide, approved labeling for Opioid Products or other prescribing information for Opioid Products that are published by a state or federal government agency with jurisdiction in [State];

e. Provide scientific and/or medical information in response to an unsolicited request by a Health Care Provider consistent with the standards set forth in the FDA's Draft Guidance for Industry, *Responding to Unsolicited Requests for Off-Label Information About Prescription Drugs and Medical Devices* (Dec. 2011, as updated or amended by the FDA) and Guidance for Industry, *Good Reprint Practices for the Distribution of Medical Journal Articles and Medical or Scientific Reference Publications on Unapproved New Uses of Approved Drugs and Approved or Cleared Medical Devices* (Jan. 2009, as updated or amended by the FDA). However, Teva shall not provide the following publication in response to an unsolicited request by a Health Care Provider: Weinstein, SM, et al., Fentanyl buccal tablet for the treatment of breakthrough pain in opioid-tolerant patients with chronic cancer pain: a long-term, open-label safety study. *Cancer*; 2009;115:2571-2579.

f. Provide a response to any unsolicited question or request from a patient or caregiver, directing the patient or caregiver to the FDA-approved labeling or to speak with a licensed Health Care Provider without describing the safety or effectiveness of Opioids or any Opioid Product (beyond directing the patient or caregiver to the label) or naming any specific provider or healthcare institution; or directing the patient or caregiver to speak with their insurance carrier regarding coverage of an Opioid Product;

g. Provide Health Care Economic Information, as defined at 21 U.S.C. § 352(a), to a payor, formulary committee, or other similar entity with knowledge and expertise in the area of health care economic analysis consistent with standards set forth in the FDA's Draft Questions and Answers Guidance for Industry and Review Staff, *Drug and Device Manufacturer Communications With Payors, Formulary Committees, and Similar Entities* (Jan. 2018*)*, as updated or amended by the FDA;

h. Provide information relating solely to the pricing and availability of any Opioid Product and negotiate contract and pricing terms with direct customers or Downstream Customers;

i. Sponsor or provide financial support or In-Kind Support for an accredited or approved continuing medical education program required by either an FDA-approved Risk Evaluation and Mitigation Strategy (REMS) program or other federal or state law or regulation applicable in [State] through an independent Third Party, which shall be responsible for the continuing medical education program's content without the participation of Teva; and

j. Provide Unbranded Information in connection with managing pain in End-of-Life Care and/or Cancer-Related Pain Care relating to: the use of Opioids for managing such pain, as long as the Unbranded Information identifies Teva as the source of the information.

3. Teva shall not engage in the following specific Promotional activity relating to any Opioid-Induced Side Effects Treatment Product.

a. Employing or contracting with sales representatives or other persons to Promote Opioid-Induced Side Effects Treatment Products to Health Care Providers or patients;

b. Using speakers, key opinion leaders, thought leaders, lecturers, and/or speaking events for Promotion of Opioid-Induced Side Effects Treatment Products;

c. Sponsoring, or otherwise providing financial support or In-Kind Support to medical education programs relating to Opioid-Induced Side Effects Treatment Products;

d. Creating, sponsoring, or otherwise providing financial support or In-Kind Support for advertisements that Promote Opioid-Induced Side Effects Treatment Products, including, but not limited to, internet advertisements or similar content that Promote Opioid-Induced Side Effects Treatment Products, and providing hyperlinks or otherwise directing internet traffic to advertisements that Promote Opioid-Induced Side Effects Treatment Products; and

e. Engaging in any other Promotion of Opioid-Induced Side Effects Treatment Products in a manner that encourages the utilization of Opioids or Opioid Products or normalizes the use of Opioids or Opioid Products for chronic pain.

4. Notwithstanding Section II.A.3 directly above, Teva may engage in Promotional activity for Opioid-Induced Side Effects Treatment Products that have non-Opioid related indications, so long as such Promotion does not explicitly or implicitly associate such Opioid-Induced Side Effects Treatment Product with Opioids or Opioid Products, except for linking to the FDA label associated with such Opioid-Induced Side Effects Treatment Product.

5. Treatment of Pain.

a. Teva shall not, either through Teva or through Third Parties, Promote the Treatment of Pain in a manner that directly or indirectly encourages the utilization of Opioids or Opioid Products.

b. Teva shall not, either through Teva or through Third Parties, Promote the concept that pain is undertreated in a manner that directly or indirectly encourages the utilization of Opioids or Opioid Products.

c. Teva shall not disseminate Unbranded Information, including Unbranded Information about a medical condition or disease state that contains links to branded information about Opioid Products or that generates data that Teva uses for Promotion of Opioids or Opioid Products.

6. To the extent that Teva engages in conduct permitted by Sections II.A.2 and A.4 above, Teva shall do so in a manner that is:

a. Consistent with the CDC Guideline Recommendations, as applicable; and

b. Truthful, non-misleading, accurate, non-deceptive, and does not omit any relevant information.

B. No Financial Reward or Discipline Based on Volume of Opioid Sales

1. Teva shall not provide financial incentives to its sales and marketing employees or discipline its sales and marketing employees based upon sales volume or sales quotas for Opioid Products. However, this provision shall not prohibit financial incentives based on overall company performance.

2. Teva shall not offer or pay any remuneration (including any kickback, bribe, or rebate) not subject to the Discount/Rebate Safe Harbor directly or indirectly, to or from any person in return for the prescribing, sale, use or distribution of Opioid Product.

3. Teva's compensation policies and procedures shall be designed to ensure compliance with this Consent Judgment and other legal requirements.

C. Ban on Funding/Grants to Third Parties.

1. Teva shall not directly or indirectly provide financial support or In-Kind Support to any Third Party that Promotes or is for education about Opioids, Opioid Products, the Treatment of Pain, or Opioid-Induced Side Effects Treatment Products, excluding financial support otherwise required by the Judgment or by a federal or state agency.

2. Teva shall not create, sponsor, provide financial support or In-Kind Support to, operate, or control any medical society or patient advocacy group relating to any Opioids, Opioid Products, Treatment of Pain, or Opioid-Induced Side Effects Treatment Product.

3. Teva shall not provide a direct link to any Third Party website or materials or otherwise distribute materials created by a Third Party relating to any Opioids, Opioid Products, the Treatment of Pain, or Opioid-Induced Side Effects Treatment Products.

4. The above prohibitions do not prevent Teva from engaging with Third Parties in connection with and consistent with the activities Teva is permitted to undertake pursuant to Sections II.A.2 and II.A.4.

5. Teva shall not use, assist, or employ any Third Party to engage in any activity that Teva itself would be prohibited from engaging in pursuant to this Consent Judgment.

6. Teva shall not enter into any contract or agreement with any person or entity or otherwise attempt to influence any person or entity in such a manner that has the purpose or foreseeable effect of limiting the dissemination of information regarding the risks and side effects of using Opioids.

7. Teva shall not compensate or support Health Care Providers or organizations to advocate for formulary access or treatment guideline changes that would have the effect of increasing access to any Opioid Product by third-party payers, *i.e.*, any entity, other than an individual, that pays or reimburses for the dispensing of prescription medicines, including, but not limited to, managed care organizations and pharmacy benefit managers.

8. No Board of Directors member Executive Officer, or senior management-level employee of a United States Teva entity may serve as a director, board member, employee, agent, or officer of any entity that engages in Promotion relating to Opioids, Opioid Products, the Treatment of Pain, or Opioid-Induced Side Effects Treatment Products. For the avoidance of doubt, nothing

in this provision shall preclude an officer or executive management-level employee of Teva from concurrently serving on the board of a hospital.

9. Teva shall play no role in appointing persons to the board, or hiring persons to the staff, of any entity that engages in Promotion relating to any Opioids, Opioid Products, the Treatment of Pain, or Opioid-Induced Side Effects Treatment Products.

10. For the avoidance of doubt:
    a. Nothing in this Section II.C shall be construed or used to prohibit Teva from providing financial or In-Kind Support to:

        i. universities, medical institutions, or hospitals, for the purpose of addressing, or providing education on (I) the treatment of OUD; (II) the prevention and treatment of opioid abuse, addiction, or overdose, including medication-assisted treatment for opioid addiction; and/or (III) rescue medications for opioid overdose; or

        ii. the American Medical Association (AMA), the American Cancer Society (ACS) or any other medical society solely dedicated to cancer treatment; or

        iii. broad based trade associations including, without limitation, PhRMA (Pharmaceutical Research and Manufacturers of America), HDA (Healthcare Distribution Alliance), AAM (Association for Accessible Medications), PCMA (Pharmaceutical Care Management Association), and NACDS (National Association of Chain Drug Stores), or successor organizations to any of the foregoing.

11. Teva will be in compliance with Sections II.C.2 and II.C.3 with respect to support of an individual Third Party to the extent that the Independent Monitor determines that such support does not increase the risk of the inappropriate use of Opioids and that Teva has not acted for the purpose of increasing the use of Opioids.

12. The above prohibitions do not apply to the donation of product pursuant to any settlement agreements or resolutions to litigation and/or investigations.

13. Reference to any specific Third Party organization above shall in no way be construed as an approval or sanction by the States of such Third Party's conduct or business practices.

D. Lobbying Restrictions.

1. Teva shall not Lobby for the enactment of any federal, state, or local legislation or promulgation of any rule or regulation that:

    a. Encourages or requires Health Care Providers to prescribe Opioids or sanctions Health Care Providers for failing to prescribe Opioids or failing to treat pain with Opioids;

    b. Would have the effect of limiting access to any non-Opioid alternative pain treatments; or

    c. Pertains to the classification of any Opioid or Opioid Product as a scheduled drug under the Controlled Substances Act.

2. Teva shall not Lobby against the enactment of any provision within any federal, state, local legislation, rule, or regulation that supports:

    a. The use of non-pharmacologic therapy and/or non-Opioid pharmacologic therapy to treat chronic pain over or instead of Opioid use, including but not limited to third party payment or reimbursement for such therapies;

    b. The use and/or prescription of immediate release Opioids instead of extended release Opioids when Opioid use is initiated, including but not limited to third party reimbursement or payment for such prescriptions;

    c. The prescribing of the lowest effective dose of an Opioid, including but not limited to third party reimbursement or payment for such prescription;

    d. The limitation of initial prescriptions of Opioids to treat acute pain;

    e. The prescribing and other means of distribution of naloxone to minimize the risk of overdose, including but not limited to third party reimbursement or payment for naloxone;

    f. The use of urine testing before starting Opioid use and annual urine testing when Opioids are prescribed, including but not limited to third party reimbursement or payment for such testing;

    g. Evidence-based treatment (such as using medication-assisted treatment with buprenorphine or methadone in combination with behavioral therapies) for OUD, including but not limited to third party reimbursement or payment for such treatment; or

    h. The implementation or use of Opioid drug disposal systems.

3. Teva shall not Lobby against the enactment of any federal, state or local legislation or promulgation of any rule or regulation expanding the operation or use of PDMPs, including but not limited to provisions requiring Health Care Providers to review PDMPs when Opioid use is initiated and with every prescription thereafter.
4. Notwithstanding the foregoing restrictions in subparagraphs II.D.1-3, the following conduct is not restricted:

    a. Challenging the enforcement of, or suing for declaratory or injunctive relief with respect to legislation, rules or regulations referred to in subparagraphs II.D.1;

    b. Communications made by Teva in response to a statute, rule, regulation, or order requiring such communication;

    c. Communications by a Teva representative appearing before a federal or state legislative or administrative body, committee, or subcommittee as result of a mandatory order or subpoena commanding that person to testify; or
    Responding, in a manner consistent with this Consent Judgment, to an unsolicited request for the input on the passage of legislation or the promulgation of any rule or regulation when such request is submitted in writing specifically to Teva from a government entity directly involved in the passage of that legislation or promulgation of that rule or regulation;

d. Conduct permitted pursuant to Section II.C.9; or

e. Responding to requests from government agencies and/or participating in panels at the request of a government agency.

5. Teva shall require all of its officers and employees engaged in Lobbying to certify in writing to Teva that they are aware of and will fully comply with the provisions of this Consent Judgment with respect to Lobbying.

E. Monitoring and Reporting of Off-Label Use of Transmucosal Immediate-Release Fentanyl (TIRF) Products.

1. Teva shall monitor for off-label prescribing of its TIRF products in the United States, including analysis that utilizes prescription and patient diagnosis data, using the TIRF REMS program data accessible to Teva to determine:

   a. the indication(s) or diagnoses for which the TIRF product was prescribed in the United States and whether those indications or diagnoses were on-label or off-label; and

   b. use by opioid-intolerant patients in the United States.

2. Upon request of one of the following, Teva shall provide the requestor with the data and analysis described in Subsection II.E.1, to be used for law enforcement, counter-detailing, academic or medical research, or public health and other non-commercial purposes: [State] Attorney General or other law enforcement agency, [State] medical board, [State] board of pharmacy, Qualified Researchers, medical and pharmacy directors of health systems or clinics, medical associations, and other public health officials, including but not limited to city health authorities, county medical directors, and [State] public health authorities.

3. Teva shall provide the data and analysis described in Subsection II.E.1 in chart format, including breakdown of prescriptions by year, diagnosis, and county.

F. Ban on High Dose Opioids.

1. After any related commercial commitments existing on February 15, 2022 have expired, Teva shall not manufacture, promote, or distribute any oxycodone pill that exceeds 40 milligrams.

G. Ban on Prescription Savings Programs.

1. Teva shall not directly or indirectly offer any discounts, coupons, rebates, or other methods which have the effect of reducing or eliminating a patient's co-payments or the cost of prescriptions (*e.g.*, free trial prescriptions) for any Opioid Product. This does not preclude Teva from offering discounts, rebates, or other customary pricing adjustments to commercial partners for the non-retail sale of any Opioid Product, including providing discounts, coupons, rebates, or other methods for use by retail chain pharmacies, such as CVS, Walgreens, Rite Aid and the like, as well as contracting intermediaries, such as Buying Groups, Group Purchasing Organizations, and Pharmacy Benefit Managers.

2. Teva shall not directly or indirectly provide financial support to any Third Party that offers coupons, discounts, rebates or other methods which have the effect of reducing or eliminating a patient's co-payments or the cost of prescriptions (*e.g.*, free trial prescriptions) for any Opioid Product.

3. Teva shall not directly or indirectly assist patients, Health Care Providers, or pharmacies regarding the claims and/or prior authorization process required for third-party payers to approve claims involving any Opioid Product.

H. Monitoring and Reporting of Direct and Downstream Customers.

1. Teva shall operate an effective monitoring and reporting system in compliance with 21 C.F.R. § 1301.71(a), 21 C.F.R. §1301.74(b), 21 U.S.C. § 823(e) and Section 3292 of the SUPPORT for Patients and Communities Act, that shall include processes and procedures that:

    a. Utilize all reasonably available transaction information to identify a Suspicious Order of an Opioid Product by a direct customer;

    b. Utilize all reasonably available Downstream Customer Data to identify whether a Downstream Customer poses a material risk of diversion of an Opioid Product;

    c. Utilize all information Teva receives that bears upon a direct customer's or a Downstream Customer's diversion activity or potential for diversion activity, including reports by Teva's employees, customers, Health Care Providers, law enforcement, state, tribal, or federal agencies, or the media; and

    d. Upon request (unless otherwise required by law), report to [state agency] any direct customer or Downstream Customer in [State] identified as part of the monitoring required by (a)-(c), above, and any customer relationship in [State] terminated by Teva relating to diversion or potential for diversion. These reports shall include the following information, to the extent known to Teva:

        i. The identity of the downstream registrant and the direct customer(s) identified by Teva engaged in the controlled substance transaction(s), to include each registrant's name, address, business type, and DEA registration number;

        ii. The dates of reported distribution of controlled substances by direct customers to the downstream registrant during the relevant time period;

        iii. The drug name, drug family or NDC and dosage amounts reportedly distributed;

        iv. The transaction or order number of the reported distribution; and

        v. A brief narrative providing a description of the circumstances leading to Teva's conclusion that there is a risk of diversion.

2. Teva shall not provide to any direct customer an Opioid Product to fill an order identified as a Suspicious Order unless Teva's DEA Compliance Department investigates and finds that the order is not suspicious.

3. Upon request, Teva shall provide full cooperation and assistance to any federal, state or local law enforcement investigations of potential diversion or suspicious circumstances involving Opioid Products, including criminal law enforcement agencies, drug control agencies, professional licensing boards, and Attorney General's offices.

I. General Terms

1. To the extent that any provision in the Consent Judgment between Teva and the States conflicts with federal or state law or regulation, the requirements of the law or regulation will prevail.

2. Teva shall not make any written or oral statement about Opioids or any Opioid Product that is unfair, false, misleading, deceptive or unconscionable. For purposes of this paragraph, "Opioid Product" shall also include methadone, buprenorphine, and other substances when used exclusively to treat opioid abuse, addiction, or overdose

3. Teva shall not represent that Opioids or any Opioid Product(s) have approvals, characteristics, uses, benefits, or qualities that they do not have. For purposes of this paragraph, "Opioid Product" shall also include methadone, buprenorphine and other substances when used exclusively to treat opioid abuse, addiction, or overdose.

4. For the avoidance of doubt, nothing in this Consent Judgment is intended to or shall be construed to prohibit Teva in any way whatsoever from (a) taking legal or factual positions with regard to its Opioid Product(s) in defense of litigation or other legal proceedings or investigations, (b) communicating its positions and responding to media inquiries concerning litigation, investigations, reports, or other documents or proceedings relating to Teva or its Opioid Products, or (c) maintaining a website explaining its litigation positions and responding to allegations concerning its Opioid Products.

5. Upon the request of [State] Attorney General, Teva shall provide the requesting [State] Attorney General with copies of the following, within 30 days of the request:

    a. Any litigation or civil or criminal law enforcement subpoenas or Civil Investigative Demands relating to Teva's Opioid Product(s); and

    b. Warning or untitled letters issued by the FDA regarding Teva's Opioid Product(s) and all correspondence between Teva and the FDA related to such letters.

6. Nothing contained herein shall prohibit Teva from divesting any Opioid or Opioid Product, in each case, including providing technical development services, transferring know-how and patents, and/or providing such other support services in connection therewith, provided that all provisions of this Consent Judgment shall apply to any subsequent purchaser with respect to the divested Opioid or Opioid Product.

7. This Consent Judgment applies to the manufacture, sales, Promotion, marketing and distribution by Teva within the United States and its territories or involving Health Care Providers.

8. For the avoidance of doubt, nothing in this Consent Judgment is intended to prohibit or restrict Teva's Promotion of non-Opioid products that are approved for the Treatment of Pain (including Ajovy), including by providing educational or other information about such non-Opioid products or providing support or funding to Third Parties specifically to support the use of such non-Opioid products. Teva shall not be restricted from referencing current pain care treatments or treatment modalities for purposes of Promotion of such non-Opioid products so long as such reference does not Promote Opioids or Opioid Products. The exclusion from this Consent Judgment of non-Opioid products approved for the Treatment of Pain shall in no way be construed as an approval or a sanction by the States of Teva's business practices with respect to any such non-Opioid product.

J. Compliance with All Laws and Regulations Relating to the Sale, Promotion, and Distribution of Any Opioid Product

1. Teva shall comply with all state laws and regulations that relate to the sale, promotion, distribution, and disposal of any Opioid Product, provided that nothing in this paragraph requires Teva to violate federal law or regulations, including but not limited to:
    a. [State] Controlled Substances Act, including all guidance issued by applicable state regulator(s);

    b. [State] Consumer Protection Laws and Unfair Trade Practices Acts;

    c. [State] laws and regulations related to opioid prescribing, distribution and disposal; and

    d. [State Specific Laws].

K. Compliance Deadlines.

1. Within [#] days, Teva must be in full compliance with the provisions included in Sections [X-Y] of this Consent Judgment.

2. Within [#] days, Teva must be in full compliance with all other remaining provisions of this Consent Judgment.

L. Training

1. Teva shall provide regular training, at least once per year, to relevant employees on their obligations imposed by this Consent Judgment.

III. CLINICAL DATA TRANSPARENCY

A. Data to Be Shared

1. Teva shall share the following clinical data through a third-party data archive that conforms to the requirements defined below to increase the transparency of its clinical research.

    a. Teva shall make available all previously disclosed data and/or information regarding Teva Opioid Products;

    b. Teva shall make available all previously unreleased data regarding Teva Opioid Products located in its possession, custody or control after a reasonably diligent search, for both approved and unapproved indications, including:

        i. Full analyzable data set(s) (including individual participant-level data de-identified by an independent biostatistician);

        ii. The clinical study report(s) redacted for commercial or personal identifying information;

        iii. The full protocol(s) (including the initial version, final version, and all amendments); and

iv. Full statistical analysis plan(s) (including all amendments and documentation for additional work processes); and

c. Teva shall make available the above information for all studies for any new Teva Opioid Product or new indications within 6 months after regulatory approval or 18 months after study completion, whichever occurs later.

d. Data related to Investigator Sponsored Studies completed prior to the Effective Date are subject to the requirements in this Section III.A.1 if such data can be located in Teva's possession, custody or control after a reasonably diligent search.

e. Data related to Investigator Sponsored Studies completed after the Effective Date are subject to the requirements of this Section III.A.1.

B. Third-Party Data Archive

1. Teva shall share the above information via a third-party data archive that makes clinical data available to Qualified Researchers with a bona fide scientific research proposal.

2. The data archive shall have a panel of reviewers with independent review authority to determine whether the researchers are qualified, whether a research application seeks data for bona fide scientific research, and whether a research proposal is complete.

3. The panel may exclude research proposals with a commercial interest.

C. Non Interference

1. Teva shall not interfere with decisions made by the staff or reviewers associated with the third-party data archive.

D. Data Use Agreement

1. Any data sharing agreement with a Qualified Researcher who receives shared data via the third-party data archive shall contain contact information for Teva's pharmacovigilance staff. Every agreement shall require the lead Qualified Researcher to inform Teva's pharmacovigilance staff within 24 hours of any determination that research findings could detrimentally impact the risk-benefit assessment regarding the product. The lead Qualified Researcher may also inform regulatory authorities of the safety signal impacting the risk-benefit assessment. Teva's pharmacovigilance staff shall take all necessary and appropriate steps upon receipt of such safety information, including but not limited to notifying regulatory authorities or the public.

E. Cost

1. Teva shall bear all costs for making data and/or information available.

IV. TERM

A. Unless addressed in Section IV.B below, each term of this Consent Judgment shall apply for thirteen (13) years from the Effective Date.

B. The provisions of Section II.A ("Ban on Promotion"), Section II.I ("General Provisions"), and Section II.J ("Compliance with All Laws and Regulations Relating to the Sale, Promotion and Distribution of Any Opioid Product")) shall not be subject to any term.

VII. ENFORCEMENT

A. For the purposes of resolving disputes with respect to compliance with Exhibit P, other than those addressed in Sections VI.H.2.v and VI.H.2.vi, should any of the Settling States have reason to believe that Teva has violated a provision of Exhibit P, then such Settling State shall notify Teva in writing of the specific objection, identify with particularity the provisions of Exhibit P that the practice appears to violate, and give Teva thirty (30) days to respond to the notification ("Response Period").

B. Upon receipt of written notice from any of the Settling States, Teva shall provide a written response to the Settling State's notification, containing either a statement explaining why Teva believes it is in compliance with Exhibit P, or a detailed explanation of how the alleged violation occurred and a statement explaining how and when Teva intends to remedy or has remedied the alleged violation. Teva may request a reasonable amount of additional time to cure any violation through such remedial measures ("Cure Period") and the Settling State shall not unreasonably withhold approval of such request.

C. The Settling State may not take any action concerning the alleged violation of Exhibit P during the Response and Cure Periods. Nothing shall prevent the Settling State from agreeing in writing to provide Teva with additional time beyond the thirty (30) days to respond to the notice. However, the Settling State may take any action, including, but not limited to legal action to enforce compliance with the Consent Judgment, without delay if the Settling State believes that a threat to the health or safety of the public requires immediate action.

D. The Settling State may bring an action against Teva to enforce the terms of Exhibit P, but only after providing Teva an opportunity to respond to the notification and, if agreed upon, a period to cure any violation, as described above, or within any other period as agreed to by Teva and the Settling State.

E. Nothing in this Consent Judgment shall be interpreted to limit any Settling State's Civil Investigative Demand ("CID") or investigative subpoena authority, to the extent such authority exists under applicable state law.

F. Nothing herein shall be construed to exonerate any failure to comply with any provision of Exhibit P after the Effective Date, or to compromise the authority of any Settling State to take action for any failure to comply with Exhibit P.

Exhibit I
(Case Management Order)

SUPREME COURT OF THE STATE OF NEW YORK
COUNTY OF WESTCHESTER

IN RE: OPIOID LITIGATION –	Hon. Nancy Quinn Koba
NON-TRACK I CASES	Index No. 75000/2022

THIS DOCUMENT RELATES TO ALL CASES

CASE MANAGEMENT ORDER

This Case Management Order ("CMO") shall apply to all Plaintiffs with cases pending as of the execution of the Settlement Agreement against the Teva Pharmaceuticals USA, Inc., Cephalon, Inc., Watson Laboratories, Inc., Actavis LLC, Actavis Pharma, Inc. f/k/a Watson Pharma, Inc., and Anda, Inc. (collectively, "Teva"), (collectively, "Applicable Defendants") and to all new Plaintiffs filing cases after that date against the Applicable Defendants (collectively, "Plaintiff" or "Plaintiffs"), whose claims are pending in this coordinated proceeding and not released by the Teva New York Statewide Opioid Settlement Agreement in this action entered into on the execution date ("Settlement Agreement"). As used herein, "Teva Defendants" refers Teva Pharmaceuticals USA, Inc., Cephalon, Inc., Watson Laboratories, Inc., Actavis LLC, Actavis Pharma, Inc. f/k/a Watson Pharma, Inc., and Anda, Inc.

Pursuant to the order of the Coordination Panel, all such new cases filed in the State of New York shall be assigned to the *In re Opioids Cases* Litigation pending before this Court and shall be subject to the terms of this CMO.

Good cause appearing, it is ordered as follows:

A. Filing of Amended Complaints

1. Each Plaintiff with an existing case as of the Participation Date as defined in the Settlement Agreement, or the expiration of the cure period referred to in section IX.D, of the Settlement Agreement, whichever is later, shall file and serve on Applicable Defendants within ninety (90) days of that date an Amended Complaint satisfying the requirements of the Civil Practice Law and Rules ("CPLR") and this CMO, if that Plaintiff's case is not dismissed with prejudice prior to this deadline pursuant to the Settlement Agreement (including due to the operation of law, such as N.Y. Mental Hyg. Law § 25.18). Plaintiff's counsel shall comply with Rule 3025 of the CPLR when filing any such Amended Complaint.

2. The time for the Applicable Defendants to file a response to the Plaintiff's new Complaint or Amended Complaint shall not begin to run until after the receipt by counsel for the Applicable Defendants of the Case-Specific Expert Report(s) required pursuant to this CMO, and after the claims process is concluded as described in Section B.3 below, whichever is later.

B. Plaintiffs' Requirement to Produce Certain Specified Information About Their Claims

1. **Plaintiffs' Production Requirements.** Each Plaintiff shall serve the following documents and/or information upon counsel for the Applicable Defendants:

a) **Fact Sheet.** If not already completed, executed, and served, each Plaintiff shall serve upon the Applicable Defendants within the deadlines specified herein a completed copy of the Fact Sheet, attached as Exhibit A to Case Management Order No. 2, or Exhibit A as is updated with the Court's approval solely as requested by the Applicable Defendants. Each Plaintiff that has already completed, executed, and served a compliant Fact Sheet shall serve upon the Applicable Defendants within the deadlines specified herein an updated Fact Sheet, including as amended, if applicable, reflecting any material change in the facts underlying the Plaintiff's claims or shall affirm that no such material change applies or no additional information is required in response to the amended Fact Sheet, if applicable. Simultaneously with its service of its Fact Sheet (new or updated, including as amended, if applicable), or affirmation, each Plaintiff shall serve upon the Applicable Defendants a verified statement under oath setting forth how each element of their claims has not been resolved

pursuant to the terms of the Settlement Agreement and the state and regional abatement fund provided therein.

b) **Record Production.**

(i) Each Plaintiff shall produce all records establishing the existence of a public nuisance within the Plaintiff's territory or borders, including a definition of the nuisance and evidence to support its existence, and all records in support of any other claims being asserted.

(ii) Each Plaintiff shall produce all records supporting a claim for nuisance "abatement" relief within the Plaintiff's territory or borders, including a categorization and itemization of any requested nuisance abatement relief and evidence to support each component of such relief.

(iii) Each Plaintiff shall produce all records supporting a claim of damages, including a categorization and itemization of claimed damages and calculations and evidence for each component of such damages, in support of the public nuisance claim and any other claim being asserted. Each Plaintiff shall also specify whether the alleged amounts were paid or reimbursed through a grant, insurance, or other third-party source and provide records evidencing such payment or reimbursement.

(iv) For any other relief involving the expenditure of money, including expenditures for the provision of services, each Plaintiff shall specify the entities that will make the expenditures, when and how long those entities will make the expenditures, and the nature of the expenditures, including how they will address any and all alleged harms. Each Plaintiff shall produce all documents relied upon in identifying or calculating the claimed relief.

(v) Each Plaintiff seeking any form of relief based directly or indirectly upon

allegedly medically unnecessary prescriptions shall identify those prescriptions, to whom and by whom the prescriptions were written, the pharmacy that filled each such prescription, whether the Plaintiff was reimbursed for them, and the Plaintiff's basis for identifying the prescriptions.

c) **Affidavit.** An affidavit signed by each Plaintiff and its counsel (i) attesting that the Plaintiff has complied with all requirements of the Fact Sheet attached as Exhibit A to the Court's Case Management Order No. 2, including as amended, if applicable; (ii) attesting that all records have been collected in compliance with this CMO; and (iii) attesting that all records collected have been produced pursuant to this CMO. If any of the documents or records described in this Section B do not exist, the signed affidavit by the Plaintiff and its counsel shall state that fact and the reasons, if known, why such materials do not exist.

d) **Expert Reports.** Each Plaintiff shall serve on counsel for the Applicable Defendants all case-specific expert report or reports executed by a qualified expert, under oath, in support of its public nuisance and any other claims being asserted and subject to the penalties of perjury (a "Case-Specific Expert Report"). The Case-Specific Expert Report(s) shall include all matter required to comply with Commercial Division Rule 13, New York law, and at least:

(vi) *Plaintiff's Information*. The Plaintiff's name;

(vii) *Expert's Information*. The name, professional address, and curriculum vitae of the expert, including a list of all publications authored by the expert within the preceding ten (10) years, and the foundation for the expert's opinion in relation to the expert's professional experience;

(viii) *Plaintiff's Records*. All records reviewed by the expert in preparation of the Case-Specific Expert Report;

(ix) *Reliance Materials*. All materials relied on by the expert in preparation of the Case-Specific Expert Report;

(x) *Locations*. If the Plaintiff is asserting a public nuisance claim, the location(s) where the Plaintiff alleges a public nuisance exists, including with specificity how Plaintiff has been affected by such public nuisance and copies of documents relied upon, if any, as evidence of such alleged effect.

(xi) *Subjects of Report(s)*. The Case-Specific Expert Report(s) must collectively include all matters on which the expert(s) intend to rely, including but not limited to the following:

(1) Whether the Plaintiff's records reviewed by the expert(s) indicate that the Plaintiff suffered any injury or damage and, if so, the nature of the alleged injury or damage;

(2) Whether the Plaintiff's records reviewed by the expert(s) indicate the existence of a nuisance and, if so, the nature of the nuisance;

(3) Whether the Plaintiff's records reviewed by the expert(s) indicate that the Applicable Defendants engaged in any wrongful conduct and, if so, the nature of that conduct;

(4) An opinion that there is in fact a causal relationship between the individual Plaintiff's claims and the Applicable Defendants' alleged conduct and the basis for that opinion;

(5) An opinion quantifying the relief requested by the Plaintiff, including any "abatement" relief, damages, and statutory penalties, with specific calculations and evidence for each component of such relief, prepared and sworn/affirmed to by such expert and subject to the penalties of perjury.

2. **Deadline to comply.**

a) For each Plaintiff with claims pending against the Applicable Defendants as of the entry of this CMO, the items required by Section B.1 shall be produced no later than [DATE], or ninety (90) days after the date such Plaintiff elects not to settle its claims, whichever is sooner.

b) For each Plaintiff with claims newly filed in or transferred to this proceeding against the Applicable Defendants after the entry of this CMO, the items required by Section B.1 shall be produced no later than ninety (90) days after the case is filed in or transferred to this proceeding.

3. **Failure to comply.**

a) Notice of Non-Compliance and Opportunity to Cure. If any Plaintiff fails to comply with any provision of this Order, the Applicable Defendants shall provide Plaintiff written notice of such non-compliance ("Notice of Non-Compliance") specifying the non-compliance. Upon receipt of a Notice of Non-Compliance, Plaintiff shall have sixty (60) days to cure its non-compliance specified in the Notice of Non-Compliance. During the period wherein non-compliance has not yet been cured, all litigation deadlines applicable to the Applicable Defendants, if any, including without limitation deadlines for discovery or to file and serve a pleading or motion responsive to a Plaintiff's complaint, shall be held in abeyance.

b) Failure to Cure. If, after the passage of sixty (60) days of service of a Notice of Non-Compliance, a Plaintiff fails to cure its non-compliance, upon application by the Applicable Defendants, the Plaintiff's claims, as well as any derivative claim(s), will be dismissed with prejudice as against the Applicable Defendants with no additional opportunities to cure its non- compliance beyond sixty (60) days of service of the Notice of Non-Compliance.

c) Extensions of Time. The Court, on motion and for good cause shown, may order an extension of the time to comply with this Order.

C. <u>Discovery on Statute of Limitations and Other Time-Based Defenses</u>

1. Plaintiffs must, within the time frames established by Section B.2, serve upon counsel for the Applicable Defendants an affidavit signed by the Plaintiff and its counsel providing the following information: (1) the date

the Plaintiff first learned that the harms alleged in its complaint may be related to the Applicable Defendants' conduct; (2) how the Plaintiff first learned the harms alleged in its complaint may be related to the Applicable Defendants' conduct; (3) the date the Plaintiff first spoke to or corresponded with an attorney about potential litigation in this matter; and (4) the date the Plaintiff first retained counsel for litigation in this matter. The Applicable Defendants are permitted to serve written discovery on each Plaintiff related to these topics (and others), and each such Plaintiff must respond to the discovery prior to any depositions related to these topics, provided that the Plaintiff shall have at least thirty (30) days to respond to such discovery.

D. <u>Expedited Discovery and Initial Frye and Dispositive Motion Practice</u>

1. The deadlines for production, discovery and motions provided in the following paragraphs shall not begin to run in a case against the Applicable Defendants prior to December 15, 2022.

2. If a Plaintiff complies with the production requirements outlined above in Sections B and C, then the Parties, as applicable, shall submit a proposed Scheduling Order to the Court that: (a) grants the Applicable Defendants one-hundred and eighty (180) days from the entry of the Scheduling Order to conduct additional fact discovery against the Plaintiff; (b) at the conclusion of fact discovery against the Plaintiff grants the Parties one-hundred and eighty (180) days for expert discovery against the Plaintiff; and (c) sets a schedule for initial summary judgment motions and Frye motions related to Plaintiffs' experts due one-hundred and twenty (120) days after depositions of Plaintiffs' expert finish, with twenty-eight (28) days for responses, and twenty-eight (28) days for replies.

3. During the expedited fact and expert discovery against the Plaintiff referred to immediately above, the Applicable Defendants are permitted to: serve written discovery related to the issues raised by the productions specific to the Plaintiff and take the depositions of fact and expert witnesses for the Plaintiff for up to seven hours each, with counsel for Applicable Defendants questioning first at each deposition. No discovery of the Applicable Defendants may be taken during the expedited discovery against Plaintiff absent prior leave granted by the Court upon a showing of good cause, including, but not limited to, how the Plaintiff would be

prejudiced by waiting to seek discovery from the Applicable Defendants until after the expedited fact discovery and expert discovery period against Plaintiff.

E. Additional Discovery and *Frye* and Dispositive Motion Practice

1. If a case survives the Applicable Defendants' initial Frye and summary judgment motions, the Court will set a Case Management Conference to determine whether any non-duplicative fact and expert discovery of the Applicable Defendants solely limited to Plaintiff (as opposed to "generic" discovery) is necessary and to discuss other case management issues, including additional Frye and summary judgment motions. The Court's use of the term "non-duplicative" with respect to fact and expert discovery against the Applicable Defendants is intended to express the Court's intention not to allow fact and expert discovery of the Applicable Defendants that is duplicative of discovery taken in the federal MDL or in the litigation involving the State of New York, Nassau and Suffolk Counties, or "generic" discovery of the Applicable Defendants that is not Plaintiff-specific.

2. The Court shall also set deadlines for the Applicable Defendants' expert reports, which shall be due no earlier than ninety (90) days from entry of the order deciding the Applicable Defendants' initial summary judgment and *Frye* motions. Depositions of the Applicable Defendants' experts shall be limited to the Applicable Defendants' experts' opinions that are specific to the Plaintiff.

3. The filing and briefing of summary judgment motions and Frye motions related to Plaintiff's experts after the expedited discovery against Plaintiff discussed above shall not prejudice or otherwise foreclose the opportunity for any Party (including the Applicable Defendants) or other defendant to file later, non-duplicative summary judgment and Frye motions after completing full fact and expert discovery. The Court's use of the term "non-duplicative" with respect to motion practice is intended to express the Court's intention not to permit later summary judgment motions concerning topics addressed in summary judgment motions filed at the conclusion

of the expedited discovery period against Plaintiff or Frye motions concerning Plaintiff experts addressed in Frye motions filed at the conclusion of the expedited discovery period against Plaintiff.

F. <u>Bellwether Selection and Trial</u>

1. If a case survives the Applicable Defendants' final summary judgment motions, the Court will set a Case Management Conference to set a schedule for bellwether selection, pretrial filings, and trial. Trial will not be scheduled against the Applicable Defendants until the Plaintiff's claims against all other defendants are resolved. The parties shall have at least nine (9) months after a ruling on final summary judgment motions and Frye motions to select bellwethers and prepare pretrial filings and for trial.
2. The foregoing provisions do not preclude any Party (including the Applicable Defendants) or other defendant from filing non-duplicative dispositive motions, including motions relating to personal jurisdiction.

SO ORDERED.

Dated: _____ _____

Hon. Nancy Quinn Koba, J.S.C.

Exhibit J
Payment Schedule

Payment Year	Additional Restitution Amount & All Attorneys' Fees & Costs Funds	Base Payments -45%	Incentives A, B, & C (maximum) -48%	Incentive D Part 1 (maximum) -3.50%	Incentive D Part 2 (maximum) -3.50%	Total Abatement	Product Cash Conversion	Overall Total
August 4, 2023	$4,351,330.01	$14,975,150.08				$14,975,150.08		**$19,326,480.09**
July 15, 2024	$4,351,330.01	$7,188,072.04	$7,787,078.04			$14,975,150.08	$1,322,606.27	**$20,649,086.36**
July 15, 2025	$4,351,330.01	$7,188,072.04	$7,787,078.04			$14,975,150.08	$1,322,606.27	**$20,649,086.36**
July 15, 2026	$4,351,330.01	$5,825,333.38	$7,787,078.04	$1,362,738.66		$14,975,150.08	$1,322,606.27	**$20,649,086.36**
July 15, 2027	$4,351,330.01	$5,825,333.38	$7,787,078.04	$1,362,738.66		$14,975,150.08	$1,322,606.27	**$20,649,086.36**
July 15, 2028	$4,351,330.01	$5,825,333.38	$7,787,078.04	$1,362,738.66		$14,975,150.08	$1,322,606.27	**$20,649,086.36**
July 15, 2029		$5,825,333.38	$7,787,078.04	$681,369.33	$681,369.33	$14,975,150.08	$1,322,606.27	**$16,297,756.35**
July 15, 2030		$5,825,333.38	$7,787,078.04	$681,369.33	$681,369.33	$14,975,150.08	$1,322,606.27	**$16,297,756.35**

July 15, 2031		$5,825,333.38	$7,787,078.04	$681,369.33	$681,369.33	$14,975,150.08	$1,322,606.27	**$16,297,756.35**
July 15, 2032		$5,825,333.38	$7,787,078.04	$681,369.33	$681,369.33	$14,975,150.08	$1,322,606.27	**$16,297,756.35**
July 15, 2033		$5,825,333.38	$7,787,078.04		$1,362,738.66	$14,975,150.08	$1,322,606.27	**$16,297,756.35**
July 15, 2034		$5,825,333.38	$7,787,078.04		$1,362,738.66	$14,975,150.08	$1,322,606.27	**$16,297,756.35**
July 15, 2035		$5,825,333.38	$7,787,078.04		$1,362,738.66	$14,975,150.08	$1,322,606.27	**$16,297,756.35**
Total	**$26,107,980.06**	**$87,604,627.97**	**$93,444,936.50**	**$6,813,693.29**	**$6,813,693.29**	**$194,676,951.04**	**$15,871,275.24**	**$236,656,206.34**

Exhibit K

Exhibit M to Teva Global Opioid Settlement Agreement

EXHIBIT M-1: PAYMENT SCHEDULE (Excluding Product)

Payment Year	Additional Restitution Amount & All Attorneys' Fees & Costs Funds	Base Payments (45%)	Incentives A, B, & C (maximum) (48%)	Incentive D Part 1 (maximum) (3.5%)	Incentive D Part 2 (maximum) (3.5%)	Total Abatement	Overall Total (Excluding Product)
Year 1 2023: Effective Date + 30 days	$65,834,268.34	$226,579,162.39	---	---	---	$226,579,162.39	$292,413,430.73
Year 2 July 15, 2024	$65,834,268.34	$108,757,997.98	$117,821,164.41	---	---	$226,579,162.39	$292,413,430.73
Year 3 July 15, 2025	$65,834,268.33	$108,757,997.98	$117,821,164.41	---	---	$226,579,162.39	$292,413,430.72
Year 4 July 15, 2026	$65,834,268.33	$88,139,294.18	$117,821,164.41	$20,618,703.80	---	$226,579,162.39	$292,413,430.72
Year 5 July 15, 2027	$65,834,268.33	$88,139,294.18	$117,821,164.41	$20,618,703.80	---	$226,579,162.39	$292,413,430.72
Year 6 July 15, 2028	$65,834,268.33	$88,139,294.17	$117,821,164.42	$20,618,703.80	---	$226,579,162.39	$292,413,430.72
Year 7 July 15, 2029		$88,139,294.16	$117,821,164.42	$10,309,351.90	$10,309,351.90	$226,579,162.38	$226,579,162.38
Year 8 July 15, 2030		$88,139,294.16	$117,821,164.42	$10,309,351.90	$10,309,351.90	$226,579,162.38	$226,579,162.38
Year 9 July 15, 2031		$88,139,294.16	$117,821,164.42	$10,309,351.90	$10,309,351.90	$226,579,162.38	$226,579,162.38
Year 10 July 15, 2032		$88,139,294.16	$117,821,164.42	$10,309,351.90	$10,309,351.90	$226,579,162.38	$226,579,162.38
Year 11 July 15, 2033		$88,139,294.16	$117,821,164.42	---	$20,618,703.80	$226,579,162.38	$226,579,162.38
Year 12 July 15, 2034		$88,139,294.16	$117,821,164.42	---	$20,618,703.80	$226,579,162.38	$226,579,162.38
Year 13 July 15, 2035		$88,139,294.16	$117,821,164.42	---	$20,618,703.80	$226,579,162.38	$226,579,162.38
Total	**$395,005,610.00**	**$1,325,488,100.00**	**$1,413,853,973.00**	**$103,093,519.00**	**$103,093,519.00**	**$2,945,529,111.00**	**$3,340,534,721.00**

NOTES:

1. All figures for the base and incentive payments are maximum figures that reflect the following:

   - The credits amount of $666,032,651 for prior settlements, including San Francisco, have already been applied.
   - An assumption that all Eligible States are Settling States.
   - An assumption that all incentives are earned.

2. The Additional Restitution Amount and the state and subdivision fees and costs amounts will be broken out into separate columns before the exhibit is finalized.

3. Any offsets under Section V.C for Non-Settling States would be deducted from the Base Payments and the maximum Incentive Payments (A, B & C and D) by subtracting from all payments the amount of the payment times the State Allocation Percentage assigned to each Non-Settling State in Exhibit F-2.

4. A schedule for Product is in Exhibit M-2 below. Settlement Product (and Settlement Product Cash Conversion Amount) are not included in this Exhibit M-1.

EXHIBIT M-2: PRODUCT PAYMENT SCHEDULE

Payment Year	Settlement Product Maximum (Valued at WAC)	Settlement Product Cash Conversion Maximum
Year 1 2023: Effective Date + 30 days	---	---
Year 2 July 15, 2024	$120,000,000.00	$20,000,000.00
Year 3 July 15, 2025	$120,000,000.00	$20,000,000.00
Year 4 July 15, 2026	$120,000,000.00	$20,000,000.00
Year 5 July 15, 2027	$120,000,000.00	$20,000,000.00
Year 6 July 15, 2028	$120,000,000.00	$20,000,000.00
Year 7 July 15, 2029	$120,000,000.00	$20,000,000.00
Year 8 July 15, 2030	$120,000,000.00	$20,000,000.00
Year 9 July 15, 2031	$120,000,000.00	$20,000,000.00
Year 10 July 15, 2032	$120,000,000.00	$20,000,000.00
Year 11 July 15, 2033	$120,000,000.00	$20,000,000.00
Year 12 July 15, 2034	---	$20,000,000.00
Year 13 July 15, 2035	---	$20,000,000.00
Total	**$1,200,000,000.00**	**$240,000,000.00**

NOTE: The Product Payment Schedule is showing the maximum amount of product offered (valued at WAC), which assumes all states choose to accept their full allotment of Settlement Product, and the maximum available Settlement Product Cash Conversion Amount, which assumes all states fully convert the Settlement Product to cash payments. The purpose of the chart is to show the periods of time in which Settlement Product or Settlement Product Cash Conversion would be provided and the maximum amount of each per payment year. Individual Settling States will choose between Settlement Product and Settlement Product Cash Conversion (or a mix of both). The maximum amount of Settlement Product available to each Individual Settling State measured in quantity of kits per payment

year is shown in Exhibit D, Schedule D-I. The deadlines in Exhibit D govern the Parties' Settlement Product obligations related to forecasting, ordering, shipment, and delivery. This chart should not suggest any obligation of Teva to provide both the maximum amount of product and the maximum amount of cash conversion.

Exhibit L

TEVA NEW YORK PREMIUM PAYMENT OPIOID SETTLEMENT SHARING AGREEMENT

This Agreement sets forth the terms and conditions governing the sharing and allocation of funds between and among the State of New York and the New York Subdivisions (as defined below) received from Teva (as defined below) under the Premium Payment Portion of the New York Teva Opioids Settlement Agreement (defined below), 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 Teva;

Whereas, the State of New York and certain New York Subdivisions are engaged in litigation seeking to hold Teva accountable for the damage caused by their misfeasance, nonfeasance, and malfeasance; and

Whereas, the State of New York and the New York Subdivisions share a common desire to abate and alleviate the impacts of the misfeasance, nonfeasance, and malfeasance of Teva 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, the State of New York and the New York Subdivisions enter into this Agreement relating to the allocation, distribution, and use of the proceeds of the Premium Payment Portion of the New York Teva Opioids Settlement (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 D.

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 Teva 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 County of Nassau, the County of Suffolk, and the City of New York.

E. "Large New York Cities" means New York cities other than New York City with a 2020 population of more than 90,000 – *i.e.*, the cities of Albany, Buffalo, Rochester, Syracuse and Yonkers.

F. New York Allergan Statewide Opioid Settlement Agreement" means the Allergan New York Settlement Agreement, executed on December 8, 2021.

G. "New York Distributor Statewide Opioid Settlement Agreement" means the Distributors New York Settlement Agreement, executed on July 20, 2021.

H. "New York Janssen Statewide Opioid Settlement Agreement" means the Janssen New York Settlement Agreement, executed on June 25, 2021.

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 Teva Opioid Settlement Agreement as defined in this Agreement.

K. "Teva" shall mean (i) Teva Pharmaceutical Industries Ltd. and (ii) all of its respective past and present direct or indirect parents, subsidiaries, divisions, affiliates, joint ventures, predecessors, successors, assigns, including but not limited to Teva Pharmaceuticals USA, Inc., the Actavis Generic Entities, and Anda, Inc.

L. The "Premium Payment Portion" means the amounts paid pursuant to Sections III.A.1.b of the New York Teva Opioids Settlement Agreement.

M. "Parties" means the State of New York and the New York Subdivisions who execute this agreement.

N. "New York Teva Opioids Settlement Agreement" shall mean this settlement agreement jointly entered into by the State of New York and New York Subdivisions with Teva.

O. "Opioid Settlement Fund" means the fund created by Section IV, which will be used or distributed in accordance with Section IV and this Agreement.

II. GENERAL FINANCIAL AND STRUCTURE TERMS

A. **Scope of Agreement.** This Agreement applies to the Premium Payment Portion of the New York Teva Opioids Settlement Agreement.

B. **Allocation and Distribution of Funds for Restitution and Abatement**. Opioid Settlement Funds from the Premium Payment Portion of the New York Teva Opioids Settlement Agreement shall be allocated and distributed as follows:

1. **17.5%** to the State of New York (unless not in accordance with state law). The Office of the Attorney General shall have the discretion to allocate a portion of these funds to local governments not listed in the annexed allocation chart.

2. **16.39%** to the Lead State Agency to be placed in the Opioid Settlement Fund for Regional Spending on Approved Uses. In combination, the amount of Regional Spending of the Opioid Settlement Fund committed to the Large New York Cities shall not be less than 1.89% of the total Opioid Settlement Funds and the amount of Regional Spending of the Opioid Settlement Fund committed to the other litigating municipalities listed in Schedule C shall not be less than 0.34% of the total Opioid Settlement Funds.

3. **22.89%** 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.

4. **7.98%** to the Direct Share Subdivisions as "Direct Unrestricted Funds".

5. **9.75%** to the Direct Share Subdivisions for spending on Approved Uses ("Direct Restricted Funds").

6. **0.69%** to the Large New York Cities for spending on Approved Uses ("Large New York Cities Restricted Funds").

7. **24.80%** to the City of New York for spending on Approved Uses.

C. **Redistribution in Certain Situations**. In the event a New York Subdivision merges, dissolves, or ceases to exist, the allocation percentage for that New York Subdivision shall be redistributed equitably based on the composition of the successor New York Subdivision. If a New York Subdivision for any reason is excluded from a specific Settlement, including because it does not execute a release as required by Section III.A, the allocation percentage for that New York Subdivision pursuant to Sections II.B.4, 5 and/or 6 shall be redistributed equitably among the participating New York Subdivisions.

D. **Direct Payment of Certain Funds**. All Opioid Settlement Funds allocated to the Direct Share Subdivisions, the Large New York Cities and the City of New York pursuant to Sections II.B.4, 5, 6 and 7 shall be paid directly and as promptly as reasonably practicable by Teva or the settlement fund administrator(s) to the Direct Share Subdivisions, the Large New York Cities, and the City of New York.

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

Distribution of the Direct Share Subdivision Funds. The Direct Unrestricted Funds and the Direct Restricted Funds shall be paid to the Direct Share Subdivisions that execute a release for the New York Teva Opioid Settlement Agreement, pursuant to Section II.B.4 and 5, and will be fully distributed among them pursuant to the allocation set forth in Schedule A to this Agreement. The Large New York Cities Restricted Funds shall be paid to the Large New York Cities that execute a release for the New York Teva Opioid Settlement Agreement, pursuant to Section II.B.6 and will be fully distributed among them pursuant to the allocation set forth in Schedule B to this Agreement.

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.5 and 6 of this Agreement as well as under the Teva New York Global Payment Opioid Settlement Sharing Agreement, 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 **45**% of the Opioid Settlement Fund (16.39% of the total Opioid Settlement Funds) for Approved Uses in the various regions, Large New York Cities and other litigating municipalities of New York State, except New York City and the Counties of Nassau and Suffolk, pursuant to a commitment to spend in each the corresponding percentages shown in Schedule C. Of this amount, at least 1.89% of the total Opioid Settlement Funds received by New York shall be set aside for Large New York Cities and at least 0.34% of the total Opioid Settlement Funds received by New York shall be

set aside for the other litigating municipalities, as listed in Schedule C. Each New York Subdivision other than New York City and the Counties of Nassau and Suffolk 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 **55**% of the Opioid Settlement Fund (20% 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 Agreement, 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 D 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 Agreement 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.5, any spending by the Large New York Cities pursuant to Section II.6, and any spending by New York City pursuant to Section II.B.7, 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 Agreement, 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 agreement.

VI. RETENTION OF JURISDICTION

The Supreme Court, County of Nassau, shall retain jurisdiction of the Parties for the purpose of this Agreement, including its interpretation and enforcement.

LETITIA JAMES
Attorney General of the State of New York

By: _____ Date:_____

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ADDITIONAL SIGNATORIES:

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Counsel for _____

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Counsel for _____

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Schedule A

Allegany	0.492651319%
Cattaraugus	0.885804166%
Chautauqua	1.712744591%
Erie	13.981832649%
Niagara	3.416877066%
Western Region	**20.489909791%**
Genesee	0.710630089%
Livingston	0.678797077%
Monroe	9.384433024%
Ontario	1.309944722%
Orleans	0.412856571%
Seneca	0.386847050%
Wayne	0.994089249%
Wyoming	0.411657124%
Yates	0.247909288%
Finger Lakes Region	**14.537164194%**
Broome	2.790673871%
Chemung	1.231939720%
Chenango	0.516475286%
Delaware	0.549364256%
Schuyler	0.208248729%
Steuben	1.137138754%
Tioga	0.542347836%
Tompkins	1.177586745%
Southern Tier Region	**8.153775199%**
Cayuga	0.903523653%
Cortland	0.541036257%
Madison	0.810595101%
Onondaga	6.323758786%
Oswego	1.549495093%
Central NY Region	**10.128408890%**
Fulton	0.462070473%
Herkimer	0.658308079%
Montgomery	0.453395949%
Oneida	2.826733181%

Otsego	0.670962131%
Schoharie	0.277769778%
Mohawk Valley Region	**5.349239592%**
Clinton	0.831513299%
Essex	0.367293246%
Franklin	0.457353060%
Hamilton	0.030269643%
Jefferson	1.273686826%
Lewis	0.251124198%
St. Lawrence	1.234262202%
North Country Region	**4.445502475%**
Albany	2.791375201%
Columbia	0.656790382%
Greene	0.793267678%
Rensselaer	1.270734936%
Saratoga	1.679317072%
Schenectady	1.217397796%
Warren	0.612162823%
Washington	0.479903545%
Capital Region	**9.500949434%**
Dutchess	4.381104459%
Orange	5.187725669%
Putnam	1.184886753%
Rockland	3.081816868%
Sullivan	1.888626559%
Ulster	2.462996041%
Westchester	9.207894077%
Mid-Hudson Region	**27.395050426%**

Schedule B

Albany	**6.69566439%**
Buffalo	**33.53818545%**
Rochester	**22.51041501%**
Syracuse	**15.16878370%**
Yonkers	**22.08695145%**

Schedule C

Western Region	**17.702081918%**
Finger Lakes Region	**12.559258389%**
Southern Tier Region	**7.044384186%**
Central NY Region	**8.750352037%**
Mohawk Valley Region	**4.621429690%**
North Country Region	**3.840653755%**
Capital Region	**8.208263818%**
Mid-Hudson Region	**23.667718977%**
Albany	**0.772105290%**
Buffalo	**3.867429560%**
Rochester	**2.595770859%**
Syracuse	**1.749176400%**
Yonkers	**2.546939490%**
Amherst Town	**0.245448607%**
Amsterdam City	**0.044507465%**
Auburn City	**0.141444557%**
Cheektowaga Town	**0.060164531%**
Geneva City	**0.058136132%**
Herkimer Village	**0.025864082%**
Ithaca City	**0.119355968%**
Lackawanna City	**0.034046116%**
Lancaster Town	**0.039745967%**
Mount Vernon City	**0.076705358%**
Ogdensburg City	**0.033771645%**
Plattsburgh City	**0.049991967%**
Poughkeepsie City	**0.222941118%**
Rome City	**0.116809770%**
Saratoga Springs City	**0.105585390%**
Schenectady City	**0.123453584%**
Tonawanda Town	**0.063690259%**
Troy City	**0.179747858%**
Utica City	**0.333025258%**

Schedule D – Approved Uses

II. 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:

   f. Medication-Assisted Treatment (MAT);

   g. Abstinence-based treatment;

   h. Treatment, recovery, or other services provided by states, subdivisions, community health centers; non-for-profit providers; or for-profit providers;

   i. 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

   j. 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 undeserved 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. <u>SUPPORT PEOPLE IN TREATMENT AND RECOVERY</u>

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

A. 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.

B. 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.

C. 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

A. 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.

B. 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 programing.

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.

C. 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.).

D. 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.

E. 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.