INTRODUCED: March 24, 2025

AN ORDINANCE No. 2025-056

To authorize the Chief Administrative Officer, for and on behalf of the City of Richmond, to execute a CARITAS Grant Agreement between the City of Richmond and CARITAS for the purpose of funding the creation and implementation of a Peer Recovery Specialist training program.

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Patron – Mayor Avula

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Approved as to form and legality
by the City Attorney

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PUBLIC HEARING: APR 28 2025 AT 6 P.M.

THE CITY OF RICHMOND HEREBY ORDAINS:

§ 1. That the Chief Administrative Officer, for and on behalf of the City of Richmond, be and is hereby authorized to execute a CARITAS Grant Agreement between the City of Richmond and CARITAS for the purpose of funding the creation and implementation of a Peer Recovery Specialist training program. The CARITAS Grant Agreement shall be approved as to form by the City Attorney and shall be substantially in the form of the document attached to this ordinance.

§ 2. This ordinance shall be in force and effect upon adoption.

A TRUE COPY:
TESTE:
City Clerk

AYES: 8 NOES: 0 ABSTAIN: _____

ADOPTED: APR 28 2025 REJECTED: _____ STRICKEN: _____

# City of Richmond

900 East Broad Street
2nd Floor of City Hall
Richmond, VA 23219
www.rva.gov

## Master

## File Number: Admin-2025-0105

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|---|---|---|---|---|---|
| **File ID:** | Admin-2025-0105 | **Type:** | Request for Ordinance or Resolution | **Status:** | Regular Agenda |
| **Version:** | 1 | **Reference:** | | **In Control:** | City Attorney |
| **Department:** | | | | **File Created:** | 02/04/2025 |
| **Subject:** | | | | **Final Action:** | |
| **Title:** | | | | | |
| **Internal Notes:** | | | | | |
| | | | | **Agenda Date:** | 03/24/2025 |
| **Patron(s):** | | | | **Enactment Date:** | |
| **Attachments:** | Admin 2025-0105_CARITAS Peer Recovery Specialisit Program AATF Ordinance, Admin 2025-0105_CARITAS Peer Recovery Specialist Program Grant Contract AATF, Admin 2025-0105_Janssen Settlement Exhibit E Approved Uses | | | **Enactment Number:** | |
| **Contact:** | | | | **Introduction Date:** | |
| **Drafter:** | | | | **Effective Date:** | |
| **Related Files:** | | | | | |

### Approval History

| Version | Seq # | Action Date | Approver | Action | Due Date |
|---|---|---|---|---|---|
| 1 | 1 | 2/24/2025 | Caitlin Weston | Approve | 2/19/2025 |
| 1 | 2 | 2/25/2025 | Traci DeShazor | Approve | 2/26/2025 |
| 1 | 3 | 2/26/2025 | Meghan Brown | Approve | 2/27/2025 |
| 1 | 4 | 2/28/2025 | Sheila White | Approve | 2/28/2025 |
| 1 | 5 | 2/28/2025 | Jeff Gray | Approve | 3/4/2025 |
| 1 | 7 | 3/6/2025 | Sabrina Joy-Hogg | Approve | 3/4/2025 |
| 1 | 8 | 3/11/2025 | Mayor Avula | Approve | 3/20/2025 |

### History of Legislative File

| Version: | Acting Body: | Date: | Action: | Sent To: | Due Date: | Return Date: | Result: |
|---|---|---|---|---|---|---|---|

**Text of Legislative File Admin-2025-0105**

# City of Richmond

## Intracity Correspondence

**O&R Transmittal**

**DATE:** January 29, 2025

**TO:** The Honorable Members of City Council

**THROUGH:** The Honorable Dr. Danny Avula, Mayor

**THROUGH:** Sabrina Joy-Hogg, Interim Chief Administrative Officer

**THROUGH:** Sheila White, Director of Finance

**THROUGH:** Meghan Brown, Director of Budget and Strategic Planning

**THROUGH:** Traci DeShazor, DCAO for Human Services

**FROM:** J.D. Ratliff, Policy Advisor

**RE:** Funding for CARITAS' Peer Recovery Specialist Training Program

**ORD. OR RES. No**.

**PURPOSE:** To authorize the Chief Administrative Officer, for and on behalf of the City of Richmond, to execute a Grant Contract of $198,380 between the City of Richmond and CARITAS for the purpose of funding the creation and implementation of a Peer Recovery Specialist (PRS) training program at CARITAS.

**BACKGROUND:** By Res. No. 2018-R094, adopted Nov. 13, 2018, the City Council established a policy to pursue legal action on behalf of the City against drug manufacturers and distributors of opioids. Subsequent ordinances and resolutions - Ord. No. 2021-234 adopted Sept. 27, 2021, and Res. No. 2021-R078, adopted Dec. 13, 2021, - authorized the City's agreement with the Virginia Opioid Abatement Authority and participation in various settlements. In accordance with these agreements, Virginia's cities and counties, including the City of Richmond, received their first direct distribution payments from the Distributors settlement during FY2022. The City of Richmond will continue to receive annual payments from the Distributors settlement until the year 2039.

Ordinance No 2023-293 authorized the City of Richmond to accept $1,259,411.69 of direct settlement funds that had been received at the time, and appropriated these funds to a new National Opioid Settlement Special Fund in what is now called the Department of Neighborhood and Community Services. In keeping with the settlement agreements, the City continues to receive wired payments from the settlements that require appropriation.

This ordinance will allow the City of Richmond Department of Neighborhood and Community Services (DNCS) subgrant $198,380.00 to CARITAS for creation and implementation of a Peer Recovery Specialist (PRS) training program. This program, provided to residents of the City of Richmond who have co-occurring opioid use disorders, substance use disorders, and mental health conditions, will train prospective Peer Recovery Specialists and embed them in CARITAS treatment programs. Peer Recovery Specialists provide substance use disorder and mental health condition non-clinical, person-centered, strengths-based, wellness-focused, and trauma informed support while helping to support the client in sustainable recovery. Broadening the scope of recovery services to include co-occurring substance use disorder and/or mental health conditions is considered to be an expansion of warm hand-off programs and recovery services, both of which are considered to be core strategies for allowable uses of opioid abatement and remediation funds. Additionally, supporting people in treatment and recovery from these conditions by providing counseling, peer support, and recovery case management ins an approved use within the list of allowed opioid remediation uses in all National Opioid Settlements.

The funds for this project will be taken from the National Opioid Settlement Special Fund under the Department of Neighborhood and Community Services, specifically payments from the opioid manufacturer Janssen. On October 18, 2022, Janssen paid the City of Richmond $61,163.07 and $142,694.68 in two separate payments titled “Janssen Payment 1” and “Janssen Payment 2,” respectively. The subgrant to CARITAS will use all of Janssen Payment 1 and $137,216.93 of Janssen Payment 2.

This CARITAS investment was identified during the first phase of the City's opioid settlement efforts following direct distributions from opioid manufacturers and distributors in the fiscal years of 2022 and 2023. Given the urgency of the opioid crisis, and in keeping with the opioid settlement requirements, the Administration set out to make a small number of immediate investments while standing up public-facing processes for selecting future community grants and investments. The City of Richmond's internal team of subject matter experts, led by the DCAO for Human Services and our Policy Advisor for Opioid Response, identified a small number of strategic opportunities that were aligned and informed by priorities identified by the Richmond Opioid Task Force and more than a year of additional stakeholder engagement. This project was among those identified. The team has subsequently established an open RFP process for opioid grants and additional structures for the Richmond Opioid Task Force to identify funding priorities.

**COMMUNITY ENGAGEMENT:** Opioid abatement and remediation strategies utilized by the City of Richmond have and continue to be informed by significant stakeholder engagement and developed with direct input and support from external agencies and subject matter experts, including those on the Richmond Opioid Task Force.

**STRATEGIC INITIATIVES AND OTHER GOVERNMENTAL:** RES. 2022-R013 declaring opioid drug overdose deaths as a public health crisis in the City of Richmond; Richmond Opioid Task Force.

**FISCAL IMPACT:** The funds used for this project are from the National Opioid Settlement Special Fund. This will decrease the Special Fund Budget by $198,380.00 for FY2025. There is no city match requirement.

**DESIRED EFFECTIVE DATE:** Upon adoption

**REQUESTED INTRODUCTION DATE:** March 24, 2025

**CITY COUNCIL PUBLIC HEARING DATE:** April 14, 2025

**REQUESTED AGENDA:** Consent agenda

**RECOMMENDED COUNCIL COMMITTEE:** Finance and Economic Development

**AFFECTED AGENCIES:** Budget and Strategic Planning, Finance, Neighborhood and Community Services

**RELATIONSHIP TO EXISTING ORD. OR RES.:** Res. No. 2018-R094; Ord. No. 2021-234;

Res. No. 2021-R078; Resolution 2022-R013; Res. No. 2023-R010; Ord. No. 2023-293; Ord. No. 2024-099

**ATTACHMENTS:** Janssen Settlement Exhibit E Approved Uses

**STAFF:** Michael Fatula, Opioid Response Coordinator, 804-944-7291, Michael.fatula@rva.gov <mailto:Michael.fatula@rva.gov>
J.D. Ratliff, Policy Advisor, 804-646-6056, James.Ratliff@rva.gov <mailto:James.Ratliff@rva.gov>

## CARITAS GRANT AGREEMENT

THIS GRANT CONTRACT (the "Agreement") dated this _____ day of _____, 2025 (the "Commencement Date"), between the City of Richmond, a municipal corporation and political subdivision of the Commonwealth of Virginia (the "City"), and CARITAS, a 501(c)(3) nonprofit (the "Recipient").

## STATEMENT OF PURPOSE

I. WHEREAS, Section 15.2-953(A) of the Code of Virginia authorizes the City to make gifts and donations to any charitable institution or association, located within their respective limits or outside; their limits if such institutions or association provides services to residents of the locality.

II. WHEREAS, by Ordinance No. 2023-293 adopted December 11, 2023, funds in the amount of $1,259,411.69 were accepted from the National Opioid Settlements and appropriated to a new Special Fund Budget for the Department of Human Services called the National Opioids Settlement Fund for the Fiscal Year 2023-2024 for the purpose of funding a new opioid response coordinator position and opioid abatement strategies and programs.

III. By Ordinance No. 2025-_____ adopted _____2025, further authorizes the City to enter into this Contract providing funds in the amount of $198,380.00 (the "Grant Funds") as a gift to the Recipient for the purposes set forth herein.

The City and the Recipient, intending to be legally bound, agree as follows:

1. **Use of Grant Funds.**

   A. The Recipient agrees to abide by all of the terms, conditions, and restrictions of the Janssen Settlement Agreement dated July 21, 2021, between the Settling States, Participating Subdivisions, and Johnson & Johnson, Janssen Pharmaceuticals Inc., Ortho-McNeil-Janssen Pharmaceuticals, Inc., and Janssen Pharmaceutica, Inc. (the "Settlement"), incorporated herein by reference. Recipient's receipt and use of the Grant Funds is conditioned upon Recipient acting in accordance with the terms and conditions of the Settlement and this Agreement.

   B. The Recipient shall not use the Grant Funds for any purpose other than for paying expenses incurred by Recipient for performance of its obligations under this Agreement. Payments using the Grant Funds shall not exceed $198,380.00 total in the aggregate. The City shall not be liable to the Recipient or to any other entity for any additional funds for the Services.

C. All payments and other performance under this Agreement are subject to annual appropriations by the Richmond City Council; consequently, this Agreement shall bind the City only to the extent that Richmond City Council appropriates sufficient funds for the City to perform its obligations hereunder.

2. **Payment of Grant Funds.**

A. The City shall pay the Grant Funds to the Recipient in four equal installments, as follows:

The first payment of Seventy-Four Thousand Seven Hundred Forty and 00/100 U.S. Dollars ($74,740.00) shall be due as soon as possible following a full execution of this Contract.

The second payment of Thirty Thousand Nine Hundred and Ten and 00/100 U.S. Dollars ($30,910.00) shall be due on or before twelve months after the Commencement Date.

The third payment of Thirty Thousand Nine Hundred and Ten and 00/100 U.S. Dollars ($30,910.00) shall be due on or before sixteen months after the Commencement Date.

The fourth payment of Thirty Thousand Nine Hundred and Ten and 00/100 U.S. Dollars ($30,910.00) shall be due on or before twenty months after the Commencement Date.

The fifth payment of Thirty Thousand Nine Hundred and Ten and 00/100 U.S. Dollars ($30,910.00) shall be due on or before twenty-four months after the Commencement Date.

B. **Failure to Provide Services.**

i. In the event that the Recipient fails to provide the Services as required by this Agreement, as determined by the City, the City may withhold any or all future payments until the Recipient remedies the failure.

ii. If the City intends to withhold payment, the City shall provide the Recipient with written notice detailing the failure to perform and specifying a reasonable period of 30 business days to cure the failure.

iii. Payments shall be resumed only after the Recipient has successfully remedied the performance failure to the satisfaction of the City. If the Recipient fails to cure the failure within the specified period, the

City may terminate this Agreement and pursue any applicable remedies, including seeking reimbursement of any previous payments made.

iv. The Recipient shall return to the City all of the Grant Funds received by the Recipient if the requirements set forth in section 3 ("Scope of Services") below are not fulfilled.

C. If the Recipient has not expended any part of the Grant Funds after all of the requirements set forth in section 3 ("Scope of Services") below are met, the Recipient shall certify in writing to the City's Chief Administrative Officer that all of the requirements set forth in section 3 ("Scope of Services") have been fulfilled and the specific amount of the Grant Funds that the Recipient has not expended. If the City's Chief Administrative Officer agrees in writing that all of the requirements set forth in section 3 ("Scope of Services") have been fulfilled, the Recipient may use the remaining portion of the Grant Funds for any lawful purpose.

3. **Scope of Services.** In consideration of the City's grant of the Grant Funds to the Recipient, the Recipient shall fund a Peer Recovery Specialist training program (the "PRS Program") as further set forth below (the "Services"). As part of this PRS Program, the Recipient shall provide the following Services:

A. Creation and implementation of a PRS Program. This PRS Program shall be designed to train individuals to become Peer Recovery Specialists ("PRS") meaning the individual is able to provide non-clinical, person-centered, strengths-based, wellness-focused, and trauma-informed support for individuals with substance use disorders and mental health conditions. This PRS Program must be an approved training initiative by the Department of Behavioral Health and Developmental Services.

B. Within the 365 calendar days following the Commencement Date of this Agreement, the Contractor shall conduct four Peer Recovery Specialist training classes, each with a minimum of eight and a maximum of sixteen participants, averaging ten participants per class. The Recipient shall make best efforts to train 40 or more PRS but under no circumstances shall the number of PRS trained be fewer than 25. The Recipient shall first provide training to those individuals who are not yet certified PRS', ensuring they obtain the training hours necessary for certification as a PRS. Once all interested individuals have been certified as PRS', the Recipient shall assist the PRS in becoming registered as certified PRS with the Virginia Certification Board.

C. In the second year of the PRS Program, the Recipient shall conduct at least two additional Peer Recovery Specialist training classes, each with a

minimum of eight and a maximum of sixteen participants, averaging ten participants per class. Additionally, the Recipient shall offer two more classes, each with a minimum of eight and a maximum of sixteen participants, that provide continuing education units (CEUs) and NAADAC credentialing to support the professional development of the PRS.

D. The Recipient is encouraged to consider the use of PSR trained under this Agreement within their programs and services aimed at addressing and reducing substance use disorder.

4. The Recipient shall not disclose any protected health information to the City and shall abide by the Health Insurance Portability and Accountability Act of 1996, as amended, and other applicable laws, rules, and regulations regarding such information. The Recipient shall contractually obligate all contractors or sub-contractors to abide by the same reporting requirements.

5. **Reporting Requirements.** The Recipient shall furnish the City's point of contact with a written report on its use of the Grant Funds semi-annually by submitting the Interim and Final Program Reports provided by the City.

6. **Performance Measures**. The City will use the following performance measures to evaluate whether the Recipient has performed the services required by this Agreement in a manner that achieves the City's purpose in providing the Grant Funds to the Recipient:

A. Did the Recipient conduct four Peer Recovery Specialist training classes?

B. Did the Recipient provide PRS Program training to at least 25 PRS in the first 365 days after the Commencement Date?

C. Did the Recipient provide PRS Program training to at least 16 PRS in the second year of the PRS Program?

D. Did the Recipient provide CEUs and NAADAC credentialing to at least 16 PRS in the second year of the PRS Program?

7. **Contact Information.**

A. The City's point of contact for purposes of this Agreement is:

Michael Fatula
Policy Advisor for Opioid Response Coordination
Department of Neighborhood and Community Services
900 E. Broad Street, Suite 501
Richmond, Virginia 23219

(804) 944-7291
michael.fatula@rva.gov

This point of contact is responsible for monitoring the Recipient's compliance with this Agreement.

B. The Recipient's point of contact for purposes of this Agreement is:

Karen O'Brien
President and CEO
CARITAS
2220 Stockton Street
Richmond, VA 23224
(804)887-1572
kobrien@caritasva.org

8. Either party may change the contact information set forth in this section by submitting a written statement that the party is making such a change and setting forth the contact information of the party's new point of contact to the other party's point of contact.

9. **Compliance Monitoring.**

A. The City's point of contact shall monitor the Recipient's compliance with this Agreement. In addition to the reports required by section 5 ("Reporting Requirements"), the Recipient shall furnish the City's point of contact with any information reasonably requested by the City's point of contact in order to enable the City's point of contact to determine whether the Recipient is meeting or has met the performance measures set forth in this Agreement.

B. Acceptance of the Grant Funds by the Recipient constitutes its agreement that it assumes full responsibility for the management of all aspects of the Grant Funds, the Services, and all activities funded by the Grant Funds, including ensuring proper fiscal management of and accounting for the Grant Funds; ensuring that personnel paid with Grant Funds are hired, supervised, and evaluated in accordance with established employment and personnel policies; and ensuring that the Recipient complies with all terms, conditions and assurances required.

10. **Recipient's Representations and Warranties.** The Recipient represents and warrants that the Recipient's signatory below is duly authorized by the Recipient to enter into this Agreement and thereby bind the Recipient to this Agreement's terms and conditions. This Agreement is signed when a party's signature is delivered by facsimile,

email, or other electronic medium. These signatures must be treated in all respects as having the same force and effect as original signatures.

11. **Audit.** The Recipient shall be subject to periodic audits of its finances and expenditures of such City monies by the City Auditor on demand and without notice.

12. **Release, Indemnity, and Insurance.**

A. **Release.** The City shall not be liable for any personal injury or property damage to Recipient or its agents, contractors, employees, invitees, licensees, officers, or volunteers irrespective of how the injury or damage is caused, and Recipient hereby releases the City from any liability, real or alleged, for any personal injury or property damage to Recipient or its agents, contractors, employees, invitees, licensees, officers, or volunteers irrespective of how the injury or damage is caused. Nothing herein shall be construed as a waiver of the sovereign immunity granted to the City by the Commonwealth of Virginia statutes and case law to the extent that it applies. This section 12(A) will survive expiration of this Agreement.

B. **Indemnity.** Recipient shall indemnify and defend the City and its agents, contractors, employees, officers, and volunteers from and against any and all losses, liabilities, claims, damages and expenses, including court costs and reasonable attorneys' fees, caused by, resulting from, or arising out of any claim, action, or other proceeding, including any claim, action or other proceeding that is based on, arising out of, or related to (i) Recipient's breach of this Agreement, (ii) the performance of any activities under this Agreement; (iii) the conduct or actions of Recipient or its agents, contractors, employees, invitees, licensees, officers, or volunteers within or outside the scope of this Agreement, or (iv) any error, omission, negligent act or intentional act of Recipient or its agents, contractors, employees, invitees, licensees, officers, or volunteers. This section 12(B) will survive expiration of this Agreement.

C. **Insurance.** The Recipient shall ensure that commercial general liability insurance with a combined limit of not less than $1,000,000 per occurrence, $1,000,000 in auto liability, and at least $500,000 in Worker's Compensation insuring the Recipient and any of its agents, contractors, employees, invitees, licensees, officers, or volunteers performing services on behalf of the Recipient pursuant to this Agreement, with an insurer licensed to transact insurance business in the Commonwealth of Virginia is maintained throughout the duration of this Agreement. The insurance policy or policies under which the required insurance is provided shall list the City as an additional insured and shall be effective before the Recipient or its agents, contractors, employees, invitees, licensees, officers, or

volunteers perform any activities contemplated by this Agreement. The Recipient shall furnish the City with copies of the required additional insured endorsements and such certificates of insurance evidencing the existence of the required insurance coverage as the City may request.

13. **Modification.** This Agreement shall not be amended, modified, supplemented, or otherwise changed except in writing and signed by the authorized representatives of the Recipient and the City in accordance with the City's policies and procedures.

14. **No Third-Party Beneficiaries.** Notwithstanding any other provision of this Agreement, the City and the Recipient hereby agree that: (i) no individual or entity shall be considered, deemed or otherwise recognized to be a third-party beneficiary of this Agreement; (ii) the provisions of this Agreement are not intended to be for the benefit of any individual or entity other than the City or the Recipient; (iii) no individual or entity shall obtain any right to make any claim against the City or the Recipient under the provisions of this Agreement; and (iv) no provision of this Agreement shall be construed or interpreted to confer third-party beneficiary status on any individual or entity. For purposes of this section, the phrase "individual or entity" means any individual or entity, including, but not limited to, individuals, Recipients, sub-recipients, vendors, sub-vendors, assignees, licensors and sub-licensors, regardless of whether such individual or entity is named in this Agreement.

15. **Term.** This Agreement shall commence on the Commencement Date and shall expire two years later, unless terminated earlier in accordance with the provisions of this Agreement.

16. **Termination.**

    A. **Without Cause.** The City may terminate this Agreement without cause by delivery of written notice to the Recipient of the City's intent to so terminate. Such notice shall be delivered at least 60 calendar days prior to the date of termination and shall otherwise be given in accordance with the requirements of this Agreement for the delivery of notices. Upon such termination, the City shall have no further obligations under this Agreement.

    B. **Failure to Appropriate Sufficient Funds.** Either party may terminate this Agreement if the City Council does not appropriate sufficient funds for either party to perform its obligations under this Agreement by delivery of written notice to the other party of the intent to so terminate. Such notice shall be delivered at least 45 calendar days prior to the date of termination and shall otherwise be given in accordance with the requirements of this Agreement for the delivery of notices.

17. **Use of Electronic Signatures.** By signing this Agreement, the Recipient acknowledges and certifies the Recipient's agreement to the acceptance and use of electronic signatures for purposes of this Agreement and any amendments or modifications thereto. The Recipient hereby agrees that electronic signatures shall be treated the same as handwritten signatures

for the purposes of validity, enforceability, and admissibility.

18. **Merger / Entire Agreement.** This Agreement, including any exhibits incorporated herein, constitutes both a complete and exclusive statement and the final written expression of all the terms of this Agreement and of the entire understanding between the Recipient and the City regarding those terms. No prior written agreements or contemporaneous or prior oral agreements between the Recipient and the City regarding this Agreement's subject matter shall be of any effect.

IN WITNESS WHEREOF, the City and the Recipient have executed this Agreement and it is effective as of the date first written above.

**RECIPIENT:**

By:_____

**CITY:**

By:_____
Sabrina Joy-Hogg
Interim Chief Administrative Officer

**APPROVED AS TO FORM:**

_____ 2/10/25
Assistant City Attorney Date

# EXHIBIT E

## List of Opioid Remediation Uses

### Schedule A
### Core Strategies

States and Qualifying Block Grantees shall choose from among the abatement strategies listed in Schedule B. However, priority shall be given to the following core abatement strategies ("*Core Strategies*").[1]

**A. NALOXONE OR OTHER FDA-APPROVED DRUG TO REVERSE OPIOID OVERDOSES**

1. Expand training for first responders, schools, community support groups and families; and

2. Increase distribution to individuals who are uninsured or whose insurance does not cover the needed service.

**B. MEDICATION-ASSISTED TREATMENT ("*MAT*") DISTRIBUTION AND OTHER OPIOID-RELATED TREATMENT**

1. Increase distribution of MAT to individuals who are uninsured or whose insurance does not cover the needed service;

2. Provide education to school-based and youth-focused programs that discourage or prevent misuse;

3. Provide MAT education and awareness training to healthcare providers, EMTs, law enforcement, and other first responders; and

4. Provide treatment and recovery support services such as residential and inpatient treatment, intensive outpatient treatment, outpatient therapy or counseling, and recovery housing that allow or integrate medication and with other support services.

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

## C. PREGNANT & POSTPARTUM WOMEN

1. Expand Screening, Brief Intervention, and Referral to Treatment ("*SBIRT*") services to non-Medicaid eligible or uninsured pregnant women;

2. Expand comprehensive evidence-based treatment and recovery services, including MAT, for women with co-occurring Opioid Use Disorder ("*OUD*") and other Substance Use Disorder ("*SUD*")/Mental Health disorders for uninsured individuals for up to 12 months postpartum; and

3. Provide comprehensive wrap-around services to individuals with OUD, including housing, transportation, job placement/training, and childcare.

## D. EXPANDING TREATMENT FOR NEONATAL ABSTINENCE SYNDROME ("*NAS*")

1. Expand comprehensive evidence-based and recovery support for NAS babies;

2. Expand services for better continuum of care with infant-need dyad; and

3. Expand long-term treatment and services for medical monitoring of NAS babies and their families.

## E. EXPANSION OF WARM HAND-OFF PROGRAMS AND RECOVERY SERVICES

1. Expand services such as navigators and on-call teams to begin MAT in hospital emergency departments;

2. Expand warm hand-off services to transition to recovery services;

3. Broaden scope of recovery services to include co-occurring SUD or mental health conditions;

4. Provide comprehensive wrap-around services to individuals in recovery, including housing, transportation, job placement/training, and childcare; and

5. Hire additional social workers or other behavioral health workers to facilitate expansions above.

## F. TREATMENT FOR INCARCERATED POPULATION

1. Provide evidence-based treatment and recovery support, including MAT for persons with OUD and co-occurring SUD/MH disorders within and transitioning out of the criminal justice system; and

2. Increase funding for jails to provide treatment to inmates with OUD.

## G. PREVENTION PROGRAMS

1. Funding for media campaigns to prevent opioid use (similar to the FDA's "Real Cost" campaign to prevent youth from misusing tobacco);

2. Funding for evidence-based prevention programs in schools;

3. Funding for medical provider education and outreach regarding best prescribing practices for opioids consistent with the 2016 CDC guidelines, including providers at hospitals (academic detailing);

4. Funding for community drug disposal programs; and

5. Funding and training for first responders to participate in pre-arrest diversion programs, post-overdose response teams, or similar strategies that connect at-risk individuals to behavioral health services and supports.

## H. EXPANDING SYRINGE SERVICE PROGRAMS

1. Provide comprehensive syringe services programs with more wrap-around services, including linkage to OUD treatment, access to sterile syringes and linkage to care and treatment of infectious diseases.

## I. EVIDENCE-BASED DATA COLLECTION AND RESEARCH ANALYZING THE EFFECTIVENESS OF THE ABATEMENT STRATEGIES WITHIN THE STATE

**Schedule B**
**Approved Uses**

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

PART ONE: TREATMENT

## A. TREAT OPIOID USE DISORDER (OUD)

Support treatment of Opioid Use Disorder ("*OUD*") and any co-occurring Substance Use Disorder or Mental Health ("*SUD/MH*") conditions through evidence-based or evidence-informed programs or strategies that may include, but are not limited to, those that:[2]

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

3. Expand telehealth to increase access to treatment for OUD and any co-occurring SUD/MH conditions, including 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 or evidence-informed practices such as adequate methadone dosing and low threshold approaches to treatment.

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

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

7. Support evidence-based withdrawal management services for people with OUD and any co-occurring mental health conditions.

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

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

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

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

11. Offer scholarships and supports for behavioral health practitioners or workers involved in addressing OUD and any co-occurring SUD/MH or mental health conditions, including, but not limited to, training, scholarships, fellowships, loan repayment programs, or other incentives for providers to work in rural or underserved areas.

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

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

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

## B. SUPPORT PEOPLE IN TREATMENT AND RECOVERY

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

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

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

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

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

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

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

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

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

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

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

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

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

13. Create or support culturally appropriate services and programs for persons with OUD and any co-occurring SUD/MH conditions, including new Americans.

14. Create and/or support recovery high schools.

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

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

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

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

2. Fund SBIRT programs to reduce the transition from use to disorders, including SBIRT services to pregnant women who are uninsured or not eligible for Medicaid.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

## D. ADDRESS THE NEEDS OF CRIMINAL JUSTICE-INVOLVED PERSONS

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

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

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

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

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

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

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

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

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

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

4. Provide evidence-informed treatment, including 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 or have recently left jail or prison, are on probation or parole, are under community corrections supervision, or are in re-entry programs or facilities.

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

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

## E. ADDRESS THE NEEDS OF 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 ("*NAS*"), through evidence-based or evidence-informed programs or strategies that may include, but are not limited to, those that:

1. Support evidence-based or evidence-informed treatment, including 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 to educate and provide support to families affected by Neonatal Abstinence Syndrome.

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

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

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

5. 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 NAS get referred to appropriate services and receive a plan of safe care.

6. Provide child and family supports for parenting women with OUD and any co-occurring SUD/MH conditions.

7. Provide enhanced family support and child care services for parents with OUD and any co-occurring SUD/MH conditions.

8. 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.

9. 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.

10. Provide support for Children's Services—Fund additional positions and services, including supportive housing and other residential services, relating to children being removed from the home and/or placed in foster care due to custodial opioid use.

PART TWO: PREVENTION

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

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

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

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

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

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

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

    1. Increase the number of prescribers using PDMPs;

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

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

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

7. Increasing electronic prescribing to prevent diversion or forgery.

8. Educating dispensers on appropriate opioid dispensing.

## G. PREVENT MISUSE OF OPIOIDS

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

1. Funding media campaigns to prevent opioid misuse.

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

3. Public education relating to drug disposal.

4. Drug take-back disposal or destruction programs.

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

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

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

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

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

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

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

12. Support greater access to mental health services and supports for young people, including services and supports provided by school nurses, behavioral health workers or other school staff, to address mental health needs in young people that (when not properly addressed) increase the risk of opioid or another drug misuse.

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

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

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

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

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

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

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

6. Public education relating to emergency responses to overdoses.

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

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

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

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

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

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

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

PART THREE: OTHER STRATEGIES

## I. FIRST RESPONDERS

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

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

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

## J. LEADERSHIP, PLANNING AND COORDINATION

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

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

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

3. Invest in infrastructure or staffing at government or not-for-profit agencies to support collaborative, cross-system coordination with the purpose of preventing

overprescribing, opioid misuse, or opioid overdoses, treating those with OUD and any co-occurring SUD/MH conditions, supporting them in treatment or recovery, connecting them to care, or implementing other strategies to abate the opioid epidemic described in this opioid abatement strategy list.

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

## K. TRAINING

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

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

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

## L. RESEARCH

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

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

2. Research non-opioid treatment of chronic pain.

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

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

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

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

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

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

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