

# RICHLAND COUNTY

Finance & Personnel Committee

---

December 2, 2021

## NOTICE OF MEETING

Please be advised that the Richland County Finance and Personnel Committee will convene at 1:00 p.m., Tuesday, December 7<sup>th</sup>, 2021 in the Richland County Board Room 181 W. Seminary Street and via videoconference and teleconference using the following information:

### **WebEx Videoconference:**

<https://richlandcounty.my.webex.com/richlandcounty.my/j.php?MTID=ma6e44521892efe998f630e5641de8c52>

Meeting number: 2559 974 6744, Password: richland

**WebEx Teleconference:** WebEx teleconference phone number: 408-418-9388, Access code: 2559 974 6744

If you have any trouble accessing the meeting, please contact MIS Director Barbara Scott at 608-649-5922 (phone) or [barbara.scott@co.richland.wi.us](mailto:barbara.scott@co.richland.wi.us) (email), or Finance & Personnel Committee Chair Shaun Murphy-Lopez at 608-462-3715 (phone/text) or [shaun.murphy@co.richland.wi.us](mailto:shaun.murphy@co.richland.wi.us) (email).

### Agenda:

1. Call to order
2. Proof of notification
3. Agenda approval
4. Previous meeting minutes\*

### Finance (including purchasing and contracts)

5. American Rescue Plan –for Early Childhood Education and Child Care Providers Grant Application Review and Recommendations\*
6. Interdepartmental fund-transfer for purchase of tires – Land Conservation\*
7. Fund #75 additional expenditures for Mill Creek, Huth and Ewers Pipe Cradle Repair\*
8. Fund #75 expenditures for construction of dams feeding Mill Creek\*
9. Approval of Fund #75 appropriations for mobile device communications archiving software\*
10. Approval of ARPA funds for MIS staffing support for reconfiguration and software updates\*
11. 2021 Audit Report\*

### Budget:

### Personnel:

12. General Wage Scale adjustment approval, effective the first pay check of 2022, and:
  - a. Discussion and possible action regarding Victim Witness Coor.
  - b. Discussion and possible action regarding Highway Clerk
  - c. Discussion and possible action regarding HHS Business System Analyst

# RICHLAND COUNTY

## Finance & Personnel Committee

---

### 13. 2022 Budgeted Reclassifications:

- a. Health and Human Services
- b. Child Support
- c. MIS

### 14. Extension of use of accrued vacation time – Pine Valley employee\*

### 15. Health Insurance Reimbursement for Assistant Director — Symons\*

### 16. Changes in Health and Human Services on-call compensatory time\*

### 17. Richland County Employee Handbook, Pine Valley Addendum & FMLA Handbook — updates and proposed revisions\*

### Closing:

### 18. Recommending county resolution to accept Wisconsin's opioid settlement proposal

### 19. Future agenda items

### 20. Adjournment

\*Meeting materials for items marked with an asterisk may be found at

<https://www.co.richland.wi.us/financePersonnelMinutes.shtml>.

CC: Committee Members, County Board, Department Heads, Richland Observer, WRCO, Valley Sentinel, Courthouse Bulletin Board

## FINANCE AND PERSONNEL COMMITTEE

November 2, 2021

The Richland County Finance and Personnel Committee convened at 1:05 p.m., Tuesday, November 2nd, 2021, in the County Board room at 181 W. Seminary Street and via videoconference and teleconference.

Committee members present included County Board Supervisors, Shaun Murphy-Lopez, Don Seep, with Marty Brewer & Melissa Luck by remote access.

Department heads, staff and public were Jeff Even, Amanda & Jayme Walsh, Stephanie Ronnfeldt, Steve Carrow, Clay Porter, Tracy Thorsen, Tracy Gobin, Cathy Cooper and WRCO

1. **Call to Order:** Committee Chair Murphy-Lopez called the meeting to order at 1:05 pm.
2. **Proof of Notification:** Committee Chair Murphy-Lopez verified that the meeting had been properly noticed. Copies of the agenda were sent by email to all Committee members, WRCO, County department heads, a copy was posted on the Courthouse Bulletin Board and a copy was emailed to The Richland Observer and the Valley Sentinel.
3. **Agenda Approval:** Clint stated agenda item 10 should be fund 29. Moved by Marty Brewer to approve the agenda with changes as noted, second by Linda Gentes. All voting aye, motion carried.
4. **Previous Meeting Minutes:** Moved by Don Seep to approve the minutes of the October 5th Finance & Personnel Committee, seconded by Marty Brewer. All voting aye, motion carried.
5. **American Rescue Plan for Early Childhood Education and Child Care Providers Grant Application Review and Recommendations:** Clint presented information on the agenda item and stated that there are 3 options being presented. There were 5 applicants with the total requests exceeding the allocated funds. Stephanie Ronnfeldt from HHS was logged in by WebEx. She explained to the committee the local and state requirements for being a daycare and what each applicant has to offer. Discussion followed and questions asked concerning: The services that all 5 applicants have to offer, location of services, would decreasing or denying the amount affect the progress of those projects being completed *and* how many children will be assisted or increased? All committee members felt administrative staff and HHS personnel should review the applicants and bring back to the committee in December with recommendations. Moved by Shaun Murphy-Lopez to postpone consideration until December for staff to do further assessment, second by Linda Gentes. All voting aye, motion carried.
6. **Use of fund #75 for Viola Park Well:** Clint presented the information concerning drilling a new well at the Viola Park. Cathy Cooper is present, she stated the commission met the night prior to open bids. Bids came in from Kouba at \$8,092.00 and Sams at \$5,720.00. Sams does not include pump installation nor electrical hook up so those numbers were not provided at this time. Cathy will work with the well driver and Mike Bindl concerning floodplain. Moved by Don Seep to approve using Fund 75 for well installation up to \$13,000.00, second by Melissa Luck. All voting aye, motion carried.
7. **Overages on room charges for training and conferences – Veterans Service:** Clint presented the information concerning the request for reimbursement of a \$52.00 overage charged to Karen Knock for a motel stay. Moved by Don Seep to reimburse Karen Knock the \$52.00 she was charged above the approved room rate, seconded by Marty Brewer. All voting aye, motion carried.
8. **2020 Audit Report:** Clint presented the audit report. The report will be presented to County Board on December 14<sup>th</sup>. Moved by Shaun Murphy-Lopez to postpone the consideration of the audit report until the December meeting with the auditor coming to do a presentation, seconded by Melissa Luck. Marty Brewer voted opposed. Motion carried 4-1.
9. **Compensation to the Phoenix Center for use of banquet hall:** Clint presented the compensation request. Moved by Marty Brewer to pay the compensation request out of account 5111 and to pay all

requests in the future, seconded by Linda Gentes. All voting aye, motion carried.

10. **Expenditures from Audio Video Fund #29:** Clint explained the expense items. Shaun ask it this was budgeted? Barb explained this is coming from a revolving account. Moved by Linda Gentes to pay the 2 invoices as presented, seconded by Marty Brewer. All voting aye, motion carried.
11. **Purchase of an upgrade to our virtual server platform:** Clint present the proposal. There is already an existing contract with JComp for this so upgrading the service doesn't require bids. Moved by Don Seep to approve the upgrade, seconded by Marty Brewer. All voting aye, motion carried.
12. **Utilization of Bereavement Leave – Symons Center Employee:** Clint presented the request to allow Mark Thomas to use bereavement days for part of a week off instead of vacation when he visited his step mother to pick up personal items from his father. His father died during the COVID lock down and there was no celebration so he didn't use his Bereavement time. Clint presented there will probably be modifications to the Bereavement wording brought forward for changes in the future. Linda - she felt it is an acceptable use in this case. Shaun - he felt this is an acceptable use of bereavement leave in this case. Marty – He feels this is an acceptable use in this case. Don – He feels it is an acceptable use in this case. Melissa – Agrees it is a good use of bereavement. Moved by Marty Brewer to approve the use of bereavement for Mark Thomas in place of vacation days, Don Seep seconded. All voting aye, motion carried.
13. **Vacation Extension — Health and Human Services:** Request of Brittany Wirtz to extend her vacation until January 2022. With the shortage of HHS staff, she was not able to use her vacation. Moved by Don Seep to allow her to extend her unused vacation days until January 2022, seconded by Marty Brewer. All voting aye, motion carried.
14. **Discussion and Possible action on Employee Handbook – Affirming Revisions and Updates:** Clint presented the changes to the handbook and asking the Committee to approve the changes. Cheryl reviewed the changes. Moved by Linda Gentes to accept changes as present and use this as a starting point to upcoming changes, seconded by Melissa Luck. All voting aye, motion carried.
15. **Amendment to County Administrator Agreement regarding 2022 Budget Reductions:** Clint presented the amendment and stated closed session is next should the committee want to go into closed session for discussion. Moved by Don Seep to waive the closed session namely 16, 17 & 18 and accept the motion as presented, seconded by Marty Brewer. All voting aye, motion carried.
16. **Closed Session — Enter into Closed Session Pursuant of Wisconsin State Statute 19.85(1)(c) *“Considering employment, promotion, compensation or performance evaluation data of any public employee over which the governmental body has jurisdiction or exercises responsibility—***  
**Amendment to the Administrator’s Agreement:** Waived, See #15
17. **Return to open session:** Waived, See #15
18. **Possible action from items in closed session:** Waived, See #15
19. **Discussion and Possible Action regarding — County Strategic Plan; Chapters One and Two:** Shaun presented that the Strategic Planning Committee (SPC) is requesting feedback by November 19<sup>th</sup> on Chapters one and two, so he felt it important to provide feedback. Clint stated that the Committee has been presented the current completed chapters one and two. Melissa stated that the Strategic Planning Committee (SPC) is looking inward over the next couple of years at our plans as a County.  
Marty Brewer left the meeting at 2:50 pm.  
Moved by Linda Gentes to lobby the State concerning mandated services that are not funded, seconded by Shaun Murphy-Lopez. Moved by Linda Gentex to Amend motion to explore possibilities of approaching the community to see if they support an operating referendum, 2<sup>nd</sup> by Shaun Murphy-Lopez. Melissa voted opposed. Motion carried 3-1.  
Under Tactics in [Maintain investment in Workforce and Community Development](#) concerning new homes; Linda stated she is on the Zoning committee and just passed 6 requests for new homes so she

doesn't feel that is a problem. She felt broadband should carry more weight than housing.

Shaun felt our existing house should carry as much weight as new housing.

Moved by Shaun Murphy-Lopez to remove the word prioritize under tactics and replace with "encourage", 2<sup>nd</sup> by Linda Gentes. Motion carried.

#### Under Improve financial practices (improvements/effectiveness)

Moved by Shaun Murphy-Lopez to recommend adding "create an easy to read budget, 2<sup>nd</sup> by Linda Gentes. Motion carried.

Moved by Shaun Murphy-Lopez to recommend adding "Track finances more closely" ex. General fund balance, year end results, 2<sup>nd</sup> by Linda Gentes. Motion carried

#### Under Growth

Are we not putting enough emphasis on outdoors activities? More balanced growth.

Moved by Shaun Murphy-Lopez to better balance growth with more focus on the outdoors, 2<sup>nd</sup> by Linda Gentes. Motion carried.

An email was received from David Turk concerning IT needs in our area. Email will be forwarded for wording. Moved by Shaun Murphy-Lopez to address more IT needs in our area, 2<sup>nd</sup> by Linda Gentes. Motion carried.

#### Invest in Education of County Board Supervisors (Improvement) and Deepen Staff Training in Leadership and Management (Improvement)

More priority as to training of our department heads/staff and County Board.

Linda Gentes moved that "Diversity, equity and inclusion training of County board and department heads" be added/emphasized, 2<sup>nd</sup> by Don Seep. Motion carried.

- 20. Discussion and Possible Action regarding — Strategic Goals Tracking- Administration:** Clint undated the committee of the strategic goals and what is completed, what is being worked on currently and what needs to be started.

Moved by Linda Gentes to accept the report, seconded by Don Seep. All voting aye, motion carried.

- 21. Future agenda items:** Linda would like to discuss where future board meeting be held. Don would like to discuss a more uniform system of submitting/reporting budgetary expenses to the oversight committee.

- 22. Adjournment:** Next meeting will be December 7<sup>th</sup> at 1:00 pm. Moved by Linda Gentes to adjourn at 3:39 pm, seconded by Melissa Luck. All voting aye, motion carried.

Minutes respectfully submitted by

Cheryl Dull

Richland County Assistant to the Administrator

## FINANCE AND PERSONNEL COMMITTEE

November 11, 2021

The Richland County Finance and Personnel Committee convened at 12:39 p.m., Thursday, November 11th, 2021, via videoconference and teleconference.

Committee members present for Finance and Personnel were Shaun Murphy-Lopez, Don Seep, Marty Brewer & Melissa Luck all by remote access. Health & Human Services present were Jerry Berres, Timothy Gottschall, Diane Cox, Ingrid Glasbrenner and Kerry Severson.

Department heads, staff and public were Clinton Langreck, Rose Kohout, Jessica Tisdale, Megan Rohn, Angie Rizner, Jaymie Bruckner, John Couey, Roxanne Klubertanz Gerber, Sharon Pasold & Tami Hendrickson.

1. **Call to Order:** Committee Chair Murphy-Lopez called the Finance & Personnel meeting to order at 12:39 pm. Kerry Severson called the Health & Human Services Board meeting to order at 12:40 pm.
2. **Proof of Notification:** Committee Chair Murphy-Lopez & Kerry Severson verified that the meeting had been properly noticed. Copies of the agenda were sent by email to all Committee members and was posted on the Courthouse Bulletin Board.
3. **Agenda Approval:** Moved by Ingrid Glasbrenner to approve the Health & Human Service Meeting Agenda, 2<sup>nd</sup> by Tim Gottschall, motion carried. Moved by Linda Gentes to approve the Finance & Personnel Committee Agenda, 2<sup>nd</sup> by Marty Brewer, motion carried.
4. **Discussion and possible action regard incentives for employee vaccinations:** Kerry Severson asked Shaun Murphy-Lopez to handle chairing the meeting to be more productive and have only one person calling on individuals to speak. Administrator Langreck present his proposal. He recommended that he be directed to work with the HHS Service director to administer the ideas presented today. Shaun Murphy-Lopez stated that Finance & Personnel reviewed this at their last meeting and that was when they proposed meeting jointly to discuss options. Kerry Severson reiterated that we are not talking about a mandate at his time. Moved by Melissa Luck to direct the County Administrator to work with the Health & Human Services Director and Health Department to initiate the COVID-19 vaccination education campaign targeted at employees, 2<sup>nd</sup> by Linda Gentes. Motion carried. Jerry Berres moved to take the recommendation from the Finance & Personnel Committee, 2<sup>nd</sup> by Ingrid Glasbrenner. It was at this point the Kerry Severson realized Diane Cox and Timothy Gottschall had logged off and the HHS committee did not have a quorum. Tracy Thorsen felt that HHS was the most appropriate department to provide the education information. Although she hoped that everyone would realize their workload and that they would do what they could when possible.
5. **Future Agenda Items:** None at this time. Motion to adjourn Finance & Personnel at 1:09, 2<sup>nd</sup> by Linda. Motion carried.

Minutes respectfully submitted by  
Cheryl Dull  
Richland County Assistant to the Administrator

## Richland County Committee

### Agenda Item Cover

#### Agenda Item Name: American Rescue Plan – For Early Childhood Education and Child Care Providers Grant Application Review and Recommendations

<b>Department</b>	Administration	<b>Presented By:</b>	Administrator
<b>Date of Meeting:</b>	07 December 2021	<b>Action Needed:</b>	Vote
<b>Disclosure:</b>	Open Session	<b>Authority:</b>	Structure C
<b>Date submitted:</b>	30 November 2022	<b>Referred by:</b>	
<b>Action needed by no later than (date)</b>	N/A	<b>Resolution</b>	<u>N/A</u> , prepared, reviewed

#### Recommendation and/or action language:

(Recommended) Motion to ... recommend grant awards to providers as illustrated through Option # 2 and to recommend resolution to the Richland County Board to award grants to these identified providers, in the amounts specified, and to task administration with development of a grant award agreement, releasing the funds, obtaining expenditure reports and filing reports with the U.S. Treasury.

(Other Options) Motion to ... recommend grant awards to providers as illustrated through option # ( \_ ) and to recommend resolution to the Richland County Board to award grants to these identified providers, in the amounts specified, and to task administration with releasing the funds obtaining expenditures for future federal reporting.

---

#### **Background:** *(preferred one page or less with focus on options and decision points)*

In the November 2<sup>nd</sup> Finance and Personnel Committee meeting, guidance was given to administration to further assess the grant applicants with consideration for: services the applicants offer, impacts of a reduced or denied grant apportionment, number of children they are able to provide services to.

In response to this request, the Assistant to the Administrator solicited a questionnaire to the applicants seeking the additional information. These questionnaires were reviewed by the Administrator, Assistant and staff of Health and Human Services familiar with child care and education regulations and operations. The result of this review is the development of a third course of action for the committee to consider.

The current options are based on the following reasoning:

Option #1: Utilitarianism Approach – Proportionate reduction in grant funds to all applicants. With this option, applicant #5 (as indicated on the matrix) states that the project would not move forward.

Option #2: Fastest impacts in expanding services — Funds all that are currently open or close to opening at 100% if their request to increase child care availability. Reduces the two largest requests evenly and does not fund the applicant requesting on behalf of increasing operational safety.

Option #3: Rawls Approach — Distributes full apportionment to two of the smaller providers with less access to additional funding sources, reduces the apportionment to the provider with safety requests by cutting the driveway improvement project, and distributes the remainder of apportioned funds to the larger operations proportionately meeting roughly one-half there requested amounts.

## Richland County Committee

### Agenda Item Cover

In reviewing the intentions and eligibility of the grant:

#### RICHLAND COUNTY INTENSIONS

In response to this Treasury Guidance and the needs of the community, Richland County intends to distribute grants to promote:

1. New, expanded, or enhanced early learning services, including pre-kindergarten, Head Start, or partnerships between pre-kindergarten programs and local education authorities, or administration of those services;
2. New or expanded high-quality childcare to provide safe and supportive care for children;

Richland County Early Childhood Education and Child Care (ARPA) Grants are designed to provide additional, flexible resources to Early Childhood Education Centers and Child Care providers to assist with their economic recovery from added safety, standup or expansion, with grant awards based on the proof of need for sustained or expanded services available to support the community through impacts of the continued COVID-19 pandemic.

#### GRANT ELIGIBILITY

To qualify for a grant of up to \$150,000 an early childhood education center, or child care provider, must:

- Be physically located in Richland County.
- Be a State of Wisconsin regulated Early Childhood Education and Child Care Provider (demonstrate that funds will facilitate bringing facility or operation into regulatory compliance)
- Be able to demonstrate with documentation and/or a developed business plan how costs incurred are related to enhancing safety and mitigation of the spread of contagion and/or how costs incurred will expanded services to the underserved populations of Richland County.

#### APPLICANTS:

In response to our advertising and solicitation of the available grant funding, Richland County received applications from five local area providers expressing their plans to utilize the funds in delivering expanded or safer childcare services. A decision matrix is attached below capturing the basic elements in which the grant application referenced. Applications will be presented at the meeting. A walkthrough of each applicants' goals, needs and credentials will be presented by the Assistant to the Administrator.

#### Attachments and References:

RC Early Childhood Education and Child Care Providers Grant Application	(Below) Evaluation Matrix
Applications will be available at the meeting.	



## Richland County Committee

### Agenda Item Cover

**Financial Review:**

(please check one)

	In adopted budget	Fund Number	
	Apportionment needed	Requested Fund Number	
X	Other funding Source	American Rescue Plan Act (\$335,099.90)	
	No financial impact		

(summary of current and future impacts)

---

**Approval:****Review:**

*Clinton Langreck*

---

Department Head

---

Administrator, or Elected Office (if applicable)

---

# Richland County Committee

## Agenda Item Cover

					<u>Option #1</u>	<u>Option #2</u>	<u>Option #3</u>
	% of Reduction on Option #1	Total Grant			Even distribution based on needs	Fastest impact in expanding services	Committee discussion and priorities
	0.702288	\$335,099.90					
#	<u>Regulated/ Certified</u>	<u>Amount Requested</u>	<u>Currently Open</u>	<u>Utilization of Funds</u>	Even reduction by percentages to spread funds across all applicants	Fund all that are currently open or close to opening funded 100% if their proposal will increase child care availability and the 2 largest request reducing them evenly	Allocation following committee review.
#1	No Neither	\$150,000.00	No	Facility will be opening the Fall 2022. Anticipated capacity is 50 children rolled out over a course of 3 years. Funds will assist in purchase of building and start up costs. Will also use utilize the facility as a meal site. Will need to be State Licensed to accommodate for 3+ children and will require a 1:8 ratio of care takers to children.	\$105,343.20	\$116,220.00	
#2	Yes Licensed	\$75,000.00	Yes	Funds will be used to increase staff which will allow for the increase of hours 42.5 child hours per week. Increasing revenue will allow for expanded hours outside of the 8 hrs./day and 5 days per week long term.	\$52,671.60	\$75,000.00	
#3	No Neither	\$130,000.00	No	Funds will used to construct a building to house the child care business. Initial steps would be to hire a Coordinator who will acquire the certification to run the program which will be outside of this request.	\$91,297.44	\$100,724.00	
#4	Yes Licensed	\$79,000.00	Yes	Licensed Daycare provider. Money will be used to reconfigure the front entrance for safety purposes, Open blind spots to children during meal and snack prep and constructing a screen porch to enable children of all ages exposure to outside activities.	\$55,480.75	\$0.00	
#5	No Currently working on Certification and License	\$43,154.16	No	Funds will be used to do finish work to the designated space, purchase a food prep items and modification to have a separate entrance. Daycare will be operated in their own home with isn't own designated space. Will accommodate up to 8 children ages 8-12. Will be open 5 days/week, 10.5 hrs./day.	\$30,306.65	\$43,154.16	

					Option #1	Option #2	Option #3
<div> <div>% of Reduction on Option #1</div> <div>Total Grant</div> </div>					Even distribution based on needs	Fastest impact in expanding services	Committee discussion and priorities
<div> <div>0.702288</div> <div>\$335,099.90</div> </div>							
#	Regulated/ Certified	Amount Requested	Currentl Y Open	Utilization of Funds	Even reduction by percentages to spread funds across all applicants	Fund all that are currently open or close to opening funded 100% if their proposal will increase child care availability and the 2 largest request reducing them evenly	Allocation following committee review. Reduction of the largest amounts to be approximately 54%
#1	No Neither	\$150,000.00	No	Facility will be opening the Fall 2022. Anticipated capacity is 50 children rolled out over a course of 3 years. Funds will assist in purchase of building and start up costs. Will also use utilize the facility as a meal site. Will need to be State Licensed to accommodate for 3+ children and will require a 1:8 ratio of care takers to children.	\$105,343.20	\$116,220.00	\$81,480.00
#2	Yes Licensed	\$75,000.00	Yes	Funds will be used to increase staff which will allow for the increase of hours 42.5 child hours per week. Increasing revenue will allow for expanded hours outside of the 8 hrs./day and 5 days per week long term.	\$52,671.60	\$75,000.00	\$75,000.00
#3	No Neither	\$130,000.00	No	Funds will used to construct a building to house the child care business. Initial steps would be to hire a Coordinator who will acquire the certification to run the program which will be outside of this request.	\$91,297.44	\$100,724.00	\$81,480.00
#4	Yes Licensed	\$79,000.00	Yes	Licensed Daycare provider. Money will be used to reconfigure the front entrance for safety purposes, Open blind spots to children during meal and snack prep and constructing a screen porch to enable children of all ages exposure to outside activities.	\$55,480.75	\$0.00	\$53,985.23
#5	No Currently working on Certification and License	\$43,154.16	No	Funds will be used to do finish work to the designated space, purchase a food prep items and modification to have a separate entrance. Daycare will be operated in their own home with isn't own designated space. Will accommodate up to 8 children ages 8-12. Will be open 5 days/week, 10.5 hrs./day.	\$30,306.65	\$43,154.16	\$43,154.16
					\$335,099.64	\$335,098.16	\$335,099.39
Difference					\$0.26	\$1.74	\$0.51

**Licensing takes 6-12 weeks to obtain.**

**Certified Child Care providers can watch up to 3 children.**

**Licensed Child Care providers can watch up to 8 children.**

## Richland County Finance and Personnel Committee

### Agenda Item Cover

**Agenda Item Name: Fund 75 Mill Creek**

<b>Department</b>	Land Conservation	<b>Presented By:</b>	Cathy Cooper
<b>Date of Meeting:</b>	7 December 2021	<b>Action Needed:</b>	Vote
<b>Disclosure:</b>	Open Session	<b>Authority:</b>	
<b>Date submitted:</b>	10 November 2021	<b>Referred by:</b>	Land Conservation Committee

**Recommendation and/or action language:**

Motion to approve Transferring \$800 from line 10.5741.000.5339 to line 10.5741.000.5352 in the Land Conservation Fund 10 2021 budget

**Background:** *(preferred one page or less with focus on options and decision points)*

The Land Conservation truck needs new tires. To replace all 4 tires, which are becoming unsafe to drive on, will cost approximately \$950 plus the disposal fee. The maintenance and repair line 10.5741.000.5352 in the 2021 Land Conservation Fund 10 only has approximately \$200. The mileage line 10.5741.000.5339 in the 2021 Land Conservation Fund 10 has approximately \$1300 left. The Land Conservation Department/Committee would like to transfer \$800 from the mileage line item to the maintenance line item.

**Attachments and References: Attachment A**

Preliminary Budget Summary	
----------------------------	--

**Financial Review:**

*(please check one)*

<input type="checkbox"/>	In adopted budget	Fund Number	
<input type="checkbox"/>	Apportionment needed	Requested Fund Number	
<input type="checkbox"/>	Other funding Source	Fund 75	
<input checked="" type="checkbox"/>	No financial impact		

*(summary of current and future impacts)*      **TBD / Balanced Budget**

**Approval:**

\_\_\_\_\_

Department Head

**Review:**

\_\_\_\_\_ *Clinton Langreck* \_\_\_\_\_

Administrator, or Elected Office (if applicable)

## Richland County Finance and Personnel Committee

### Agenda Item Cover

**Agenda Item Name: Fund 75 Additional Expenditures for Mill Creek, Huth and Ewers Pipe Cradle Repair**

<b>Department</b>	Land Conservation	<b>Presented By:</b>	Cathy Cooper
<b>Date of Meeting:</b>	7 December 2021	<b>Action Needed:</b>	Vote
<b>Disclosure:</b>	Open Session	<b>Authority:</b>	Fund 75 Mill Creek
<b>Date submitted:</b>	10 November 2021	<b>Referred by:</b>	Land Conservation Committee

**Recommendation and/or action language:**

Motion to approve additional expenses for repair of Mill Creek Dams from fund 75 budget to pay for Belzona epoxy of \$333.62.

**Background:** *(preferred one page or less with focus on options and decision points)*

In Fund 75, \$100,000 has been requested for the Mill Creek Dams. At the July 16, 2021 Finance and Personnel meeting, \$2300.00 was set aside for the Land Conservation Department to purchase Belzona to repair cracks on some of the concrete outlet pipes. The product was ordered and the bill came to \$2633.62, \$333.62 more than what was requested at the July meeting. A 2<sup>nd</sup> product called a bonding agent is required to make the repairs. This product is necessary to repair the cracks and extend the life of the concrete outlet pipes on the dams.

The Land Conservation Department is asking for approval for this increase in the amount designated for this part of the project. No new money is being requested. It still leaves \$93,666 left in the money set aside for the Mill Creek Dam repairs.

**Attachments and References: Attachment A**

Preliminary Budget Summary	
----------------------------	--

**Financial Review:**

(please check one)

<input type="checkbox"/>	In adopted budget	Fund Number	
<input type="checkbox"/>	Apportionment needed	Requested Fund Number	
<input checked="" type="checkbox"/>	Other funding Source	Fund 75	
<input type="checkbox"/>	No financial impact		

*(summary of current and future impacts)*      **\$333.62 in apportioned fund.**

**Approval:**

\_\_\_\_\_

Department Head

**Review:**

\_\_\_\_\_ *Clinton Langreck* \_\_\_\_\_

Administrator, or Elected Office (if applicable)

## Richland County Finance and Personnel Committee

### Agenda Item Cover

**Agenda Item Name: Fund 75 expenditures for construction of dams feeding Mill Creek**

<b>Department</b>	Land Conservation	<b>Presented By:</b>	Cathy Cooper
<b>Date of Meeting:</b>	7 December 2021	<b>Action Needed:</b>	Vote
<b>Disclosure:</b>	Open Session	<b>Authority:</b>	Fund 75 Mill Creek
<b>Date submitted:</b>	15 November 2021`	<b>Referred by:</b>	Land Conservation Committee

**Recommendation and/or action language:**

Motion to approve using funds set aside for Mill Creek dams in Fund 75 for private dam construction to protect county operated dams.

---

**Background:** *(preferred one page or less with focus on options and decision points)*

During the 2020 budget process for 2020, \$100,000 was put in Fund 75 (capital borrowing) for repairs to the Mill Creek Dams. The Mill Creek Dams were built through the Federal PL-566 watershed funds. 8 dams were built in the late 1950's and early 1960's to prevent flooding, especially in the Village of Boaz. Richland County is responsible for the operation and maintenance of these dams.

With what has been and is planned to be done, there is still a little more than \$93,000 left. With more frequent, heavy rainfall events, the dams are being tasked more heavily to prevent flooding downstream. The Land Conservation Department has investigated install small dams upstream of some of the structures to reduce flow to those structures during high rain events. Each dam would be \$10,000 - \$15,000 with priority given to those upstream of Mill Creek #6 because of the flood damage to Count highway G when the dam is running full. The next priority would be areas upstream of Mill Creek #1A and #9A where damage occurs to township roads. These would be installed on private property. Questions have been asked about using this money on private land and was told that it could been done to protect the county operated dams.

**Attachments and References: Attachment A**

Preliminary Budget Summary	
----------------------------	--

**Financial Review:**

(please check one)

<input type="checkbox"/>	In adopted budget	Fund Number	
<input type="checkbox"/>	Apportionment needed	Requested Fund Number	
<input checked="" type="checkbox"/>	Other funding Source	Fund 75	
<input type="checkbox"/>	No financial impact		

*(summary of current and future impacts)*      **Remaining apportionment of**

**Approval:**

\_\_\_\_\_

Department Head

**Review:**

\_\_\_\_\_ *Clinton Langreck* \_\_\_\_\_

Administrator, or Elected Office (if applicable)

## Richland County Committee

### Agenda Item Cover

**Agenda Item Name:** Expenditures from Fund #75 for mobile device communications archiving software\*

<b>Department</b>	Administration	<b>Presented By:</b>	Barbara Scott
<b>Date of Meeting:</b>	12/07/2021	<b>Action Needed:</b>	Resolution
<b>Disclosure:</b>	Open Session	<b>Authority:</b>	
<b>Date submitted:</b>	12/01/2021	<b>Referred by:</b>	Finance and Personnel

**Recommendation and/or action language:**

Motion to ... recommend paying for Smarsh in the amount of \$4742.07 from Fund 75.

---

**Background:** *(preferred one page or less with focus on options and decision points)*

Richland County utilized cell phones in many capacities. We have found recently that we have a need to address archiving of text messaging. The state of Wisconsin selected Smarsh as the preferred vendor for this operation.

Archiving of text messages is a requirement of open records and in order to comply with these laws we need to implement this. This software will archive all social media accounts for the county also a requirement of open records.

**Attachments and References:**

--	--

**Financial Review:**

(please check one)

<input type="checkbox"/>	In adopted budget	Fund Number	75
<input type="checkbox"/>	Apportionment needed	Requested Fund Number	
<input checked="" type="checkbox"/>	Other funding Source		
<input type="checkbox"/>	No financial impact		

*(summary of current and future impacts)*

---

**Approval:** *Barbara J Scott*

**Review:** *Clinton Langreck*

---

Department Head

---

Administrator, or Elected Office (if applicable)

---



Order Form (#Q071792)(Service Account Number: )

## Client Information

<b>Company</b>	<b>Name</b>	Richland County, WI	
	<b>Address</b>	181 W Seminary St	<b>City</b> Richland Center
	<b>State</b>	Wisconsin	<b>Zip/Postal Code</b> 53581-2356
<b>Primary Contact</b> (Authorized User)	<b>Name</b>	Barbara Scott	<b>Title</b> MIS Director
	<b>Phone</b>	6086495922	<b>Email</b> barbara.scott@co.richland.wi.us
<b>Technical Contact</b>	<b>Name</b>	Barbara Scott	<b>Title</b> MIS Director
	<b>Phone</b>	6086495922	<b>Email</b> barbara.scott@co.richland.wi.us
<b>Billing Contact</b>	<b>Name</b>	Barbara Scott	<b>Title</b> MIS Director
	<b>Phone</b>	6086495922	<b>Email</b> barbara.scott@co.richland.wi.us
	<b>Address</b>	221 W Seminary St	<b>City</b> Richland Center
	<b>State</b>	Wisconsin	<b>Zip</b> 53581-2358
<b>Quote Date</b>		11/03/2021 13:36:20	<b>Quote Expiration</b> 12/31/2021
<b>Smarsh Sales Executive</b>		Riley Lambert	<b>Term of Agreement</b> 12 Months
<b>Activation Date</b>		Upon Grant of Access to Service	<b>Historical Import Billing</b> In Arrears
			<b>Setup Fee Billing</b> Upon Contract Execution

## Services and Fees

	Rate per Quantity	Minimum Quantity	Minimum
Pro Support - Basic - Annual	\$0.00	1	\$0.00
Professional Archive - SMG 50 - Annual	\$0.00	1	\$0.00
Professional Archive - SMG 50 Capture & Archive - Annual	\$57.75	53	\$3,060.75
Professional Archive - SMG 50 Premium Adj - Annual	\$28.00	40	\$1,120.00
Professional Archive-Extended Retention Fee (Per GB)-Annual	\$2.50	0	\$0.00
Smarsh U - SMB - Web Access - Annual	\$0.00	1	\$0.00
Pro Archive Onboarding - Standard	\$187.11	3	\$561.32
Recurring Subtotal			\$4,180.75
One-Time Subtotal			\$ 561.32

<b>Notes</b>	The Connections covered by this Order Form are allocated for the following Channel(s):
	Verizon Messaging - Professional Archive - 20
	AT&T Messaging - Professional Archive - 20
	Instagram - Professional Archive - 2
	Facebook - Professional Archive - 13

---

Client may change how its licensed Connections are allocated with Smarsh's assistance.

If Client uses more Connections than it has licensed, Smarsh will bill for that use at \$57.75 per connection plus \$28.00 for each premium Connection.

---

## Terms & Conditions

---

On a date following the execution of this Order Form, Smarsh will provide Client with a license key for the Software or with login credentials to the applicable Service (“**Activation Date**”). Service Descriptions are available at [www.smarsh.com/legal](http://www.smarsh.com/legal). Smarsh Service Agreement-General Terms located here: [www.smarsh.com/legal/ServiceAgreement](http://www.smarsh.com/legal/ServiceAgreement). The Services purchased by Client are also subject to the Information Security Addendum available at <https://www.smarsh.com/legal/InfoSec> and the following Service Specific Terms:

the Professional Archive Service Specific Terms available at <https://www.smarsh.com/legal/SSTProfessionalCloud>; the following Premium Channels Service Specific Terms, as applicable: Mobile Channels Service Specific Terms available at <https://www.smarsh.com/legal/SSTMobileChannels>, and Twitter Service Specific Terms available at <https://www.smarsh.com/legal/SSTTwitter>. the applicable Professional Archive Onboarding package features described in more detail at <https://www.smarsh.com/legal/OnboardingServices-ProArchive>

The Smarsh Service Agreement – General Terms, the Information Security Addendum, the Service Specific Terms, and this Order Form are, collectively, the “**Agreement**.” The Initial Term of the Services shall begin on the date this Order Form is executed and continue for the Subscription Term specified above, unless Client is adding the above Services to an existing Service account, in which case, the above Services will sync to and co-terminate with Client’s existing subscription Term. The Services will be subject to renewals as specified in the Agreement.

For AT&T Mobility subscribers, your signature below represents your acceptance of the AT&T Wireless Terms and Conditions available at [www.smarsh.com/legal/ATT](http://www.smarsh.com/legal/ATT) as they apply to AT&T messages that are archived by Smarsh.

“**Archive Fees**” are the Fees charged for access to the Connected Archive (i.e., Professional Archive or Enterprise Archive). “**Capture & Archive Fees**” are the Fees that are charged for capture and archive of a bundle of Connections within the Professional Archive. “**Capture Fees**” are the per-Connection Fees that are charged for the capture of Connections by Connected Capture (i.e., Cloud Capture or Capture Server). “**Premium Adj. Fees**” are the additional Fees that are charged for capture of Connections from premium Channels. “**Set-up Fees**” are the one-time Fees that are charged to implement a Service. “**Professional Services Fees**” are the Fees charged for hourly, monthly, or flat rate professional services.

The Platform Fees, the Capture & Archive Fees, the Capture Fees, and the Premium Adj. Fees, as applicable, are invoiced on an annual, up-front basis or a monthly basis in arrears, as specified on page 1 of this Order Form. Client agrees that the Recurring Subtotal above is Client’s minimum commitment during each year or month, as applicable, of the Term. Smarsh will invoice Client for any usage over the minimum quantities at the applicable rate indicated in this Order Form.

The Platform Fees, the Capture & Archive Fees, the Capture Fees, and the Premium Adj. Fees, as applicable, are invoiced upon execution of this Order Form. Client agrees that the Recurring Subtotal above is Client’s minimum commitment during the Term. Smarsh will invoice Client for any usage over the minimum quantities at the applicable rate indicated in this Order Form.

If not priced above, data import, conversion (if applicable), and storage Fees for Client’s historical data and storage Fees for data from Connected Capture or other external capture mechanisms ingested into the Professional Archive are as follows:

Data Imports - One-time	\$10/GB
Import Data Conversion fees	\$3/GB
Data Storage – Annual	\$2.50/GB

☐

Information about Smarsh data privacy compliance is available at [www.smarsh.com/legal](http://www.smarsh.com/legal). ☐

☐

**Client authorized signature**

☐

By \_\_\_\_\_

Name: \_\_\_\_\_ Title: \_\_\_\_\_ Date: \_\_\_\_\_

## EXHIBIT A

### Amendment to the Smarsh Service Agreement – General Terms

This first amendment (“**Amendment**”) to the Smarsh Service Agreement - General Terms amends the Agreement between Smarsh Inc. and Richland County, WI. This Amendment is effective on the date the Client signs the Order Form, to which this Amendment is attached as Exhibit A.

#### The parties agree:

1) **Replace Section 4.3 in its entirety, as follows:**

As between Client and Smarsh, Client is solely responsible for the content of Client Data. Client represents and warrants that (a) Client Data will not (i) infringe any third party right, including third party rights in patent, trademark, copyright, or trade secret, or (ii) constitute a breach of any other right of a third party, including any right that may exist under contract or tort theories; (b) Client will comply with all applicable local, state, national, or foreign laws, rules, regulations, or treaties in connection with Client’s use of the Services, including those related to data privacy, data protection, communications, SPAM, or the transmission, recording, or storage of technical data, personal data, or sensitive information; and (c) Client will comply with the Acceptable Use Policy available at [www.smarsh.com/legal/AUP](http://www.smarsh.com/legal/AUP). Smarsh may update the Acceptable Use Policy from time to time.

2) **Replace Section 6.1 in its entirety, as follows:**

**Term.** The Agreement will begin on the Effective Date and will remain in effect for the term specified in the Order Form or, if no term is specified, 12 months (“**Initial Term**”). The Initial Term may be renewed by Client for additional, successive 12-month terms (each a “**Renewal Term**”) upon the execution of a Renewal Order Form. The Initial Term plus any Renewal Term are, collectively, the “**Term**.” Any Order Form executed after the Effective Date will co-terminate with Client’s then-current Term.

3) **Replace Section 6.2 in its entirety, as follows:**

**Termination for Breach.** Either party may terminate this Agreement if the other party materially breaches its obligations under this Agreement and such breach remains uncured for a period of 30 days following the non-breaching party’s written notice thereof. Smarsh may suspend Client’s access to the Services in the event Client fails to pay undisputed Fees within 60 days after the due date, and Smarsh will not be liable for any damages resulting from such suspension.

4) **Replace Section 9 in its entirety, as follows:**

**Taxes.** All Fees payable by Client under this Agreement are exclusive of taxes and similar assessments. Smarsh acknowledges that Client is tax-exempt.

5) **Replace Section 10.2 in its entirety, as follows:**

**Obligations with Respect to Confidential Information.** Each party agrees: (a) that it will not disclose to any third party, or use for the benefit of any third party, any Confidential Information disclosed to it by the other party except as expressly permitted by this Agreement; and (b) that it will use at least reasonable measures to maintain the confidentiality of Confidential Information of the other party in its possession or control but no less than the measures it uses to protect its own confidential information. Either party may disclose Confidential Information of the other party: (i) pursuant to the order or requirement of a court, administrative or regulatory agency, or other governmental body, provided that the receiving party, if feasible and/or legally permitted to do so, gives reasonable notice to the disclosing party to allow the disclosing party to contest such order or requirement; (ii) to the parties’ agents, representatives, subcontractors or service providers who have a need to know such information provided that such party shall be under obligations of confidentiality at least as restrictive as those contained in this Agreement; or (iii) pursuant to a Wisconsin public records request, provided that the Client gives notice to Smarsh in a

reasonable amount of time to allow Smarsh the opportunity to seek a protective order preventing such disclosure. Each party will promptly notify the other party in writing upon becoming aware of any unauthorized use or disclosure of the other party's Confidential Information.

6) **Replace Section 13.1 in its entirety, as follows:**

**Client Indemnification.** To the extent permitted by Wisconsin law, and without in any manner waiving its rights to sovereign immunity or increasing the limits of liability thereunder, Client will defend, indemnify and hold harmless Smarsh, its officers, directors, employees and agents, from and against all claims, losses, damages, liabilities and expenses (including fines, penalties, and reasonable attorneys' fees), arising from or related to the content of Client Data and Client's breach of the Service Specific Terms or Sections 4.2, 4.3, 4.4, 4.5, or 15.1 of this Agreement. Smarsh will (a) provide Client with prompt written notice upon becoming aware of any such claim; except that Client will not be relieved of its obligation for indemnification if Smarsh fails to provide such notice unless Client is actually prejudiced in defending a claim due to Smarsh's failure to provide notice in accordance with this Section 13.1(a); (b) allow Client sole and exclusive control over the defense and settlement of any such claim; and (c) if requested by Client, and at Client's expense, reasonably cooperate with the defense of such claim

7) **Replace Section 15.4 in its entirety, as follows:**

**Governing Law.** This Agreement will be governed by and construed in accordance with the laws of the State of Wisconsin, without regard to conflict/choice of law principles. Any legal action or proceeding arising under this Agreement will be brought exclusively in the federal or state courts located in Richland County, in the State of Wisconsin, and the parties hereby irrevocably consent to the personal jurisdiction and venue therein.

8) **Replace Section 15.9 in its entirety, as follows:**

**Entire Agreement; Electronic Signatures.** This Agreement is the entire agreement between the parties with respect to its subject matter, and supersedes any prior or contemporaneous agreements, negotiations, and communications, whether written or oral, regarding such subject matter. Smarsh expressly rejects all terms contained in Client's purchase order documents, or in electronic communications between the parties, and such terms form no part of this Agreement. The parties agree that electronic signatures, whether digital or encrypted, give rise to a valid and enforceable agreement. This Agreement may only be modified, or any rights under it waived, by a written document executed by both parties.

9) **Delete Section 16, concerning alternative jurisdiction, in its entirety.**

## Richland County Committee

### Agenda Item Cover

**Agenda Item Name:** Approval of ARPA funds for MIS staffing support for reconfiguration and software updates

<b>Department</b>	Administration	<b>Presented By:</b>	Barbara Scott
<b>Date of Meeting:</b>	12/07/2021	<b>Action Needed:</b>	Resolution
<b>Disclosure:</b>	Open Session	<b>Authority:</b>	
<b>Date submitted:</b>	12/01/2021	<b>Referred by:</b>	Finance and Personnel

**Recommendation and/or action language:**

Motion to ... recommend creating a leased LTE MIS Assistant Position to increase staffing and support, and to fund this position using ARPA Funds.

**Background:** *(preferred one page or less with focus on options and decision points)*

Since the beginning of Covid Cyberattacks have increased and have been targeted more towards government. <https://www.interpol.int/en/News-and-Events/News/2020/INTERPOL-report-shows-alarming-rate-of-cyberattacks-during-COVID-19>. To ensure the security of the county data and network Richland County MIS will be undergoing significant changes. To meet the increased workload there is need to add additional staffing.

There has been a significant increase in requests of MIS staff time. This is partly due to COVID-19 but also due to changes in other areas. Staff changes, remote workers, new systems, security have all played a part in the increase of helpdesk requests and tasks. COVID-19 has changed the network to expand for work from home users. With these changes we have implemented phone upgrades, teleworker and softphone capabilities.

New projects are increasing the demand of MIS staff time. These projects range to changes in departments, new requirements of State or Federal changes to insurance company Cyber Insurance requirements and recommendations. Just a few of the projects currently being implemented are listed below:

- New AS400
- WatchGuard Video for Squads / New Centos server implementation
- JAMF / SMARSH implementation for open records / management of mobile devices
- Migrating to Microsoft 365
- Wireless Access Point Upgrades
- Radio Tower Project
- County Board AV Project
- Camera systems – Jail, Symons, HWY, HHS and more
- Anti-Virus / End Point Protection upgrade and implementation
- Spillman – Mapping Upgrade / Interfaces

Beyond the projects listed above the MIS department is averaging 70-80 tickets per week. The MIS department also is responsible for other daily tasks of server maintenance, backups, etc.

Utilizing a leased LTE position funded by ARPA funds will help to accomplish the goals of the MIS department.

This position will be paid at \$14.00 per hour and will be for 20 hours per week with no benefits. Total cost of this position if continued for 1 year would be \$17,157.01.

**Attachments and References:**

--	--

**Financial Review:**

(please check one)

	In adopted budget	Fund Number	
	Apportionment needed	Requested Fund Number	
X	Other funding Source	ARPA Funds	
	No financial impact		

## Richland County Committee

### Agenda Item Cover

*(summary of current and future impacts)*

*There may be considerations that next year there will be the need to find tax levy dollars to fund this position if this position is to be continued.*

---

**Approval:**     *Barbara J Scott*

**Review:** *Clinton Langreck*

---

Department Head

---

Administrator, or Elected Office (if applicable)

---

Order Form (#Q071792)(Service Account Number: )

## Client Information

<b>Company</b>	<b>Name</b>	Richland County, WI	
	<b>Address</b>	181 W Seminary St	<b>City</b> Richland Center
	<b>State</b>	Wisconsin	<b>Zip/Postal Code</b> 53581-2356
<b>Primary Contact</b> (Authorized User)	<b>Name</b>	Barbara Scott	<b>Title</b> MIS Director
	<b>Phone</b>	6086495922	<b>Email</b> barbara.scott@co.richland.wi.us
<b>Technical Contact</b>	<b>Name</b>	Barbara Scott	<b>Title</b> MIS Director
	<b>Phone</b>	6086495922	<b>Email</b> barbara.scott@co.richland.wi.us
<b>Billing Contact</b>	<b>Name</b>	Barbara Scott	<b>Title</b> MIS Director
	<b>Phone</b>	6086495922	<b>Email</b> barbara.scott@co.richland.wi.us
	<b>Address</b>	221 W Seminary St	<b>City</b> Richland Center
	<b>State</b>	Wisconsin	<b>Zip</b> 53581-2358
<b>Quote Date</b>		11/03/2021 13:36:20	<b>Quote Expiration</b> 12/31/2021
<b>Smarsh Sales Executive</b>		Riley Lambert	<b>Term of Agreement</b> 12 Months
<b>Activation Date</b>		Upon Grant of Access to Service	<b>Historical Import Billing</b> In Arrears
			<b>Setup Fee Billing</b> Upon Contract Execution

## Services and Fees

	Rate per Quantity	Minimum Quantity	Minimum
Pro Support - Basic - Annual	\$0.00	1	\$0.00
Professional Archive - SMG 50 - Annual	\$0.00	1	\$0.00
Professional Archive - SMG 50 Capture & Archive - Annual	\$57.75	53	\$3,060.75
Professional Archive - SMG 50 Premium Adj - Annual	\$28.00	40	\$1,120.00
Professional Archive-Extended Retention Fee (Per GB)-Annual	\$2.50	0	\$0.00
Smarsh U - SMB - Web Access - Annual	\$0.00	1	\$0.00
Pro Archive Onboarding - Standard	\$187.11	3	\$561.32
Recurring Subtotal			\$4,180.75
One-Time Subtotal			\$ 561.32

<b>Notes</b>	The Connections covered by this Order Form are allocated for the following Channel(s):
	Verizon Messaging - Professional Archive - 20
	AT&T Messaging - Professional Archive - 20
	Instagram - Professional Archive - 2
	Facebook - Professional Archive - 13



---

Client may change how its licensed Connections are allocated with Smarsh's assistance.

If Client uses more Connections than it has licensed, Smarsh will bill for that use at \$57.75 per connection plus \$28.00 for each premium Connection.

---

## Terms & Conditions

---

On a date following the execution of this Order Form, Smarsh will provide Client with a license key for the Software or with login credentials to the applicable Service (“**Activation Date**”). Service Descriptions are available at [www.smarsh.com/legal](http://www.smarsh.com/legal). Smarsh Service Agreement-General Terms located here: [www.smarsh.com/legal/ServiceAgreement](http://www.smarsh.com/legal/ServiceAgreement). The Services purchased by Client are also subject to the Information Security Addendum available at <https://www.smarsh.com/legal/InfoSec> and the following Service Specific Terms:

the Professional Archive Service Specific Terms available at <https://www.smarsh.com/legal/SSTProfessionalCloud>; the following Premium Channels Service Specific Terms, as applicable: Mobile Channels Service Specific Terms available at <https://www.smarsh.com/legal/SSTMobileChannels>, and Twitter Service Specific Terms available at <https://www.smarsh.com/legal/SSTTwitter>. the applicable Professional Archive Onboarding package features described in more detail at <https://www.smarsh.com/legal/OnboardingServices-ProArchive>

The Smarsh Service Agreement – General Terms, the Information Security Addendum, the Service Specific Terms, and this Order Form are, collectively, the “**Agreement**.” The Initial Term of the Services shall begin on the date this Order Form is executed and continue for the Subscription Term specified above, unless Client is adding the above Services to an existing Service account, in which case, the above Services will sync to and co-terminate with Client’s existing subscription Term. The Services will be subject to renewals as specified in the Agreement.

For AT&T Mobility subscribers, your signature below represents your acceptance of the AT&T Wireless Terms and Conditions available at [www.smarsh.com/legal/ATT](http://www.smarsh.com/legal/ATT) as they apply to AT&T messages that are archived by Smarsh.

“**Archive Fees**” are the Fees charged for access to the Connected Archive (i.e., Professional Archive or Enterprise Archive). “**Capture & Archive Fees**” are the Fees that are charged for capture and archive of a bundle of Connections within the Professional Archive. “**Capture Fees**” are the per-Connection Fees that are charged for the capture of Connections by Connected Capture (i.e., Cloud Capture or Capture Server). “**Premium Adj. Fees**” are the additional Fees that are charged for capture of Connections from premium Channels. “**Set-up Fees**” are the one-time Fees that are charged to implement a Service. “**Professional Services Fees**” are the Fees charged for hourly, monthly, or flat rate professional services.

The Platform Fees, the Capture & Archive Fees, the Capture Fees, and the Premium Adj. Fees, as applicable, are invoiced on an annual, up-front basis or a monthly basis in arrears, as specified on page 1 of this Order Form. Client agrees that the Recurring Subtotal above is Client’s minimum commitment during each year or month, as applicable, of the Term. Smarsh will invoice Client for any usage over the minimum quantities at the applicable rate indicated in this Order Form.

The Platform Fees, the Capture & Archive Fees, the Capture Fees, and the Premium Adj. Fees, as applicable, are invoiced upon execution of this Order Form. Client agrees that the Recurring Subtotal above is Client’s minimum commitment during the Term. Smarsh will invoice Client for any usage over the minimum quantities at the applicable rate indicated in this Order Form.

If not priced above, data import, conversion (if applicable), and storage Fees for Client’s historical data and storage Fees for data from Connected Capture or other external capture mechanisms ingested into the Professional Archive are as follows:

Data Imports - One-time	\$10/GB
Import Data Conversion fees	\$3/GB
Data Storage – Annual	\$2.50/GB

☐

Information about Smarsh data privacy compliance is available at [www.smarsh.com/legal](http://www.smarsh.com/legal). ☐

☐

**Client authorized signature**

☐

By \_\_\_\_\_

Name: \_\_\_\_\_ Title: \_\_\_\_\_ Date: \_\_\_\_\_

## EXHIBIT A

### Amendment to the Smarsh Service Agreement – General Terms

This first amendment (“**Amendment**”) to the Smarsh Service Agreement - General Terms amends the Agreement between Smarsh Inc. and Richland County, WI. This Amendment is effective on the date the Client signs the Order Form, to which this Amendment is attached as Exhibit A.

#### The parties agree:

1) **Replace Section 4.3 in its entirety, as follows:**

As between Client and Smarsh, Client is solely responsible for the content of Client Data. Client represents and warrants that (a) Client Data will not (i) infringe any third party right, including third party rights in patent, trademark, copyright, or trade secret, or (ii) constitute a breach of any other right of a third party, including any right that may exist under contract or tort theories; (b) Client will comply with all applicable local, state, national, or foreign laws, rules, regulations, or treaties in connection with Client’s use of the Services, including those related to data privacy, data protection, communications, SPAM, or the transmission, recording, or storage of technical data, personal data, or sensitive information; and (c) Client will comply with the Acceptable Use Policy available at [www.smarsh.com/legal/AUP](http://www.smarsh.com/legal/AUP). Smarsh may update the Acceptable Use Policy from time to time.

2) **Replace Section 6.1 in its entirety, as follows:**

**Term.** The Agreement will begin on the Effective Date and will remain in effect for the term specified in the Order Form or, if no term is specified, 12 months (“**Initial Term**”). The Initial Term may be renewed by Client for additional, successive 12-month terms (each a “**Renewal Term**”) upon the execution of a Renewal Order Form. The Initial Term plus any Renewal Term are, collectively, the “**Term**.” Any Order Form executed after the Effective Date will co-terminate with Client’s then-current Term.

3) **Replace Section 6.2 in its entirety, as follows:**

**Termination for Breach.** Either party may terminate this Agreement if the other party materially breaches its obligations under this Agreement and such breach remains uncured for a period of 30 days following the non-breaching party’s written notice thereof. Smarsh may suspend Client’s access to the Services in the event Client fails to pay undisputed Fees within 60 days after the due date, and Smarsh will not be liable for any damages resulting from such suspension.

4) **Replace Section 9 in its entirety, as follows:**

**Taxes.** All Fees payable by Client under this Agreement are exclusive of taxes and similar assessments. Smarsh acknowledges that Client is tax-exempt.

5) **Replace Section 10.2 in its entirety, as follows:**

**Obligations with Respect to Confidential Information.** Each party agrees: (a) that it will not disclose to any third party, or use for the benefit of any third party, any Confidential Information disclosed to it by the other party except as expressly permitted by this Agreement; and (b) that it will use at least reasonable measures to maintain the confidentiality of Confidential Information of the other party in its possession or control but no less than the measures it uses to protect its own confidential information. Either party may disclose Confidential Information of the other party: (i) pursuant to the order or requirement of a court, administrative or regulatory agency, or other governmental body, provided that the receiving party, if feasible and/or legally permitted to do so, gives reasonable notice to the disclosing party to allow the disclosing party to contest such order or requirement; (ii) to the parties’ agents, representatives, subcontractors or service providers who have a need to know such information provided that such party shall be under obligations of confidentiality at least as restrictive as those contained in this Agreement; or (iii) pursuant to a Wisconsin public records request, provided that the Client gives notice to Smarsh in a

reasonable amount of time to allow Smarsh the opportunity to seek a protective order preventing such disclosure. Each party will promptly notify the other party in writing upon becoming aware of any unauthorized use or disclosure of the other party's Confidential Information.

6) **Replace Section 13.1 in its entirety, as follows:**

**Client Indemnification.** To the extent permitted by Wisconsin law, and without in any manner waiving its rights to sovereign immunity or increasing the limits of liability thereunder, Client will defend, indemnify and hold harmless Smarsh, its officers, directors, employees and agents, from and against all claims, losses, damages, liabilities and expenses (including fines, penalties, and reasonable attorneys' fees), arising from or related to the content of Client Data and Client's breach of the Service Specific Terms or Sections 4.2, 4.3, 4.4, 4.5, or 15.1 of this Agreement. Smarsh will (a) provide Client with prompt written notice upon becoming aware of any such claim; except that Client will not be relieved of its obligation for indemnification if Smarsh fails to provide such notice unless Client is actually prejudiced in defending a claim due to Smarsh's failure to provide notice in accordance with this Section 13.1(a); (b) allow Client sole and exclusive control over the defense and settlement of any such claim; and (c) if requested by Client, and at Client's expense, reasonably cooperate with the defense of such claim

7) **Replace Section 15.4 in its entirety, as follows:**

**Governing Law.** This Agreement will be governed by and construed in accordance with the laws of the State of Wisconsin, without regard to conflict/choice of law principles. Any legal action or proceeding arising under this Agreement will be brought exclusively in the federal or state courts located in Richland County, in the State of Wisconsin, and the parties hereby irrevocably consent to the personal jurisdiction and venue therein.

8) **Replace Section 15.9 in its entirety, as follows:**

**Entire Agreement; Electronic Signatures.** This Agreement is the entire agreement between the parties with respect to its subject matter, and supersedes any prior or contemporaneous agreements, negotiations, and communications, whether written or oral, regarding such subject matter. Smarsh expressly rejects all terms contained in Client's purchase order documents, or in electronic communications between the parties, and such terms form no part of this Agreement. The parties agree that electronic signatures, whether digital or encrypted, give rise to a valid and enforceable agreement. This Agreement may only be modified, or any rights under it waived, by a written document executed by both parties.

9) **Delete Section 16, concerning alternative jurisdiction, in its entirety.**

## Richland County Committee

### Agenda Item Cover

**Agenda Item Name:** 2020 Audit Report

<b>Department</b>	Administration	<b>Presented By:</b>	Administrator
<b>Date of Meeting:</b>	2 December 2021	<b>Action Needed:</b>	Vote
<b>Disclosure:</b>	Open Session	<b>Authority:</b>	Structure C
<b>Date submitted:</b>	30 November 2021	<b>Referred by:</b>	
<b>Action needed by no later than (date)</b>	N/A	<b>Resolution</b>	<u>N/A</u> , prepared, reviewed

**Recommendation and/or action language:**

Motion to.... accept 2020 Audit report and forward report to the County Board.

**Background:** *(preferred one page or less with focus on options and decision points)*

Johnson Block has completed the County's 2020 Audit. The documents are enclosed. This item is intended as a brief presentation to introduce the Audit results to the F+P committee. The committee will be given a chance to address questions and concerns and these will be brought forward to the County Board for a more in-depth presentation.

**Attachments and References:**

Financial Statements	
Audit Communications	

**Financial Review:**

(please check one)

<input type="checkbox"/>	In adopted budget	Fund Number	
<input type="checkbox"/>	Apportionment needed	Requested Fund Number	
<input type="checkbox"/>	Other funding Source		
<input checked="" type="checkbox"/>	No financial impact		

*(summary of current and future impacts)*

---

**Approval:**

**Review:**

*Clinton Langreck*

---

Department Head

---

Administrator, or Elected Office (if applicable)

## Richland County Committee

### Agenda Item Cover

**Agenda Item Name:** General wage scale adjustment approvals

<b>Department</b>	Administration	<b>Presented By:</b>	Administrator
<b>Date of Meeting:</b>	7 Dec 2021	<b>Action Needed:</b>	Vote
<b>Disclosure:</b>	Open Session	<b>Authority:</b>	Structure E
<b>Date submitted:</b>	30 Nov 2021	<b>Referred by:</b>	
<b>Action needed by no later than (date)</b>	N/A	<b>Resolution</b>	<u>N/A</u> , prepared, reviewed

**Recommendation and/or action language:**

Motion to... accept general wage schedules for 2022 and place employees with pay scale exceptions on specified steps as presented (as amended).

**Background:** *(preferred one page or less with focus on options and decision points)*

At the May 21<sup>st</sup> 2021 Finance and Personnel Committee Meeting there was action taken to age our wage schedules to reflect CPI cost of living increases from 2018.

*15. Salary progression plan\*: Motion by Luck, second by Couey to implement Option #1 (age the wage schedule) effective the first day of the 1st 2022 payroll; and to incorporate into the 2022 budget preparation. All Ayes. Motion carried.*

This guidance was implemented into the 2022 budget guidance process and was reflected in the 2022 budget that was adopted by the County Board and loaded into our Enterprise Resource Planning System (AS400). The attached schedule reflects these changes and will be implemented beginning the first pay period of 2022.

Currently, our policy language allows general government employees to progress up to step 4 on the schedule. Several employees were identified as exceptions and not aligning on current wage schedules by policy. The following recommendations presented regarding actions to these employees:

Exceptions:

Andrea Fields, Victim Witness Coordinators current salary is \$21.73 which currently exceeds Grade G, Step 8. With the new wage scale (2022 increases), I propose Andrea be moved to Step 6 @ \$22.18 effective the first payroll of 2022. = 2.07% increase

Cerresa Nimocks, Highway Clerks current salary is \$20.24 which currently exceeds Grade F, Step 8. With the new wage scale (2022 increases), I propose Cerresa be moved to Step 7 @ \$20.64 effective the first payroll of 2022. = 1.98% increase

Sharon Pasold, HHS Business System Analysts current salary is \$24.03 which currently exceeds Grade H, Step 8. I propose Sharon be moved to Step 7 @ \$24.66 effective the first payroll of 2022. = 2.62% increase.

## Richland County Committee

### Agenda Item Cover

Administration will be bringing forward a reviewed and updated Classification, Compensation and Authorization Policy document in the near future to illustrate the many recent changes.

#### Attachments and References:

Attached General Wage Schedule 2022	

#### Financial Review:

(please check one)

X	In adopted budget	Fund Number	Multiple
	Apportionment needed	Requested Fund Number	
	Other funding Source		
	No financial impact		

(summary of current and future impacts)

---

#### Approval:

#### Review:

*Clinton Langreck*

---

Department Head

---

Administrator, or Elected Office (if applicable)

[illegible]



[illegible]

[illegible]

[illegible]

RANGE	GRADE	JOB TITLE	DEPARTMENT	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8
10	ac	DAY CARE AIDE	SYMONS	9.46	9.70	9.91	10.12	10.35	10.57	10.78	11.00
5	ad			8.77	8.98	9.17	9.37	9.58	9.78	9.98	10.19

## Richland County Committee

### Agenda Item Cover

**Agenda Item Name:** 2022 Budgeted Reclassification Summary

<b>Department</b>	Administration	<b>Presented By:</b>	Administrator
<b>Date of Meeting:</b>	07 Dec 2021	<b>Action Needed:</b>	Vote
<b>Disclosure:</b>	Open Session	<b>Authority:</b>	Handbook
<b>Date submitted:</b>	<del>04</del> 07 Dec 2021	<b>Referred by:</b>	
<b>Action needed by no later than (date)</b>	N/A	<b>Resolution</b>	<u>N/A</u> , prepared, reviewed

**Recommendation and/or action language:**

Motion to.... recommend resolution to the Richland County Board to reclassify the following positions on the general compensation schedule:

1. Elderly Benefits Specialist — Health and Human Services: from Grade “G” to Grade “H”
2. Disability Benefits Specialist – Health and Human Services: from Grade “G” to Grade “H”
3. Financial Specialist and Caseworker — Child Support: from Grade “F” to Grade “G”
4. MIS Technical Support Specialist — MIS: from Grade “F” to Grade “~~G~~ H” (and change title to “MIS Technical Support Specialist” from “MIS Assistant”

...effective the first pay period of 2022.

**Background:** *(preferred one page or less with focus on options and decision points)*

These reclassifications were discussed as part of the 2022 budget process, and funding for these changes was approved. All four of these positions were referred through Carlson Dettmann, our compensation consulting firm, and the changes reflect their recommendations.

**Attachments and References:**

3 x Carlson Dettmann Recommendation Letters	Supporting documentation
4 x position descriptions	

**Financial Review:**

*(please check one)*

<input checked="" type="checkbox"/>	In adopted budget	Fund Number	Multiple
<input type="checkbox"/>	Apportionment needed	Requested Fund Number	
<input type="checkbox"/>	Other funding Source		
<input type="checkbox"/>	No financial impact		

*(summary of current and future impacts)*

HHS = ADRC billable; MIS = \$5,560; Child Support = \$2,100

**Approval:**

**Review:**

*Clinton Langreck*

\_\_\_\_\_  
Department Head

\_\_\_\_\_  
Administrator, or Elected Office (if applicable)



August 30, 2021

## MEMORANDUM

**TO:** Clinton Langreck, County Administrator  
**FR:** Patrick Glynn, Director of Total Rewards  
**RE:** Job Classification Reviews: EBS/DBS

The County requested we evaluate job documentation provided for the classifications of Elderly Benefits Specialist and Disability Benefits Specialist (EBS/DBS), which duties are similar in nature despite having differing clientele. We were requested to give special attention to the relative placement with the County Information and Assistance Specialists (I&A Specialists) in the ADRC. This request brings about some logistical matters which I hope are sufficiently addressed herein.

The Regional ADRC Director indicated that there is a “trend” of these jobs being classified similarly and, while we would hesitate to call it a trend, there is a bit of relevant nuance to the Director’s assertion. To the extent that I&A Specialists are placed in an organization’s wage structure differently than other field-based Social Workers (CPS, APS, etc.), there is a case to be made for the EBS/DBS to be aligned with the I&A Specialists. However, in situations where such a separation is not made, we believe there to be sufficient difference in the social work function to resist such movement for internal equity purposes.

Following a lengthy dialogue with the County, our recommendation is to adjust the rating factor for “Decision-Making”, which would result in a shift to Grade H for both the Elderly Benefits Specialist and Disability Benefits Specialist. However, we further recommend that the classification of Social Worker be reclassified to Grade I. (*This would be based on a recommended—and justifiable—adjustment to the ratings for “Interactions & Communications” and “Education & Experience”.*)

We also understand that there is continued pressure on the County’s wage structure, due to a number of factors including, but not limited to: limited annual structure adjustments, a “condensed” pay structure that limits market-competitiveness, etc. We are in an incredibly competitive marketplace, and even organizations with highly-competitive wage structures are being challenged to find and retain the talent necessary to carry out their missions. In these times, organizations whose structures do not keep pace will face even greater challenges. While there is so much more to the employer/employee relationship than money, the County will be faced with continued challenges without some attention given to its wage structure. The County would be well-advised to review the key elements of its pay structure or it will be faced with continued talent challenges as well as more regular request for review of individual rates of pay.

Please let me know if you any questions.

## RICHLAND COUNTY POSITION DESCRIPTION

**Position Title:** Elderly Benefit Specialist

**Department:** Health and Human Services

**Reports to:** Aging & Disability Resource  
Center Manager

**Pay Grade:** Grade 10 (Courthouse) & H

**Deleted:** G

**Date:** August 12, 2021

**Hours Per Week:** 40

**Deleted:** January 1, 2018

### PURPOSE OF POSITION

The purpose of the Social Worker/Elder Benefit Specialist (EBS) position is to provide benefit counseling and education, advocacy, legal information, advocacy and representation to Richland County residents 60 years or older in coordination with other county, community and governmental agencies. The EBS will further provide individuals with information and referral to a wide range of community resources; help inform and educate people about their options, assist in connecting them to programs, services and public benefits. This position also provides back-up Information and Assistance duties when directed to do so by the ADRC Manager.

This position works under the Aging & Disability Resource Center of Eagle Country, which is housed in Richland County Health and Human Services.

**Deleted:** The purpose of this position is to provide benefit counseling and education, legal information, advocacy and representation to Richland County residents 60 years or older in coordination with other county, community and governmental agencies

### ESSENTIAL DUTIES AND RESPONSIBILITIES

The following duties are normal for this position. These are not to be construed as exclusive or all-inclusive. Other duties may be required and assigned.

- Use telephone skills and interviewing techniques, such as active listening, to communicate by phone, in person and in writing.
- Provides comprehensive and clear information and assistance on public benefits to seniors that will enable them to understand and obtain the services or benefits to which they are entitled.
- Maintains strict client confidentiality.
- Maintains accurate and complete client records documenting action taken.
- Prepares factual evidence and briefs for denied benefits appeal hearings and benefit adjustment hearings. Seek legal advice on issues such as approach, rules, regulations, and support.
- Represents client at administrative hearings as a benefit specialist.
- Conduct necessary research and make necessary contacts to assure provision of accurate and timely information.
- Provides education, outreach and advocacy on Medicare Part D to the Medicare beneficiaries of Richland County.
- Assist Medicare beneficiaries in the application process by providing computer printouts of the different Part D plans.
- Assist individuals with applications for Medicare Savings programs, SeniorCare, and Medicaid.

**Deleted:** s

**Deleted:** <#>¶

**Deleted:** s

- Prepare, and submits reports to the Aging and Disability Resource Center Manager, Commission on Aging, and Area Agency on Aging.
- Schedule, and conduct informational seminars and presentations reaching senior citizens where they gather that will help older adults better understand their rights under various entitlement programs.
- Prepares articles and Public Service Announcements for Richland County Health and Human Services newsletter, local newspapers, local radio station, and local cable television station.
- Provides insurance benefits counseling and policy and form completion assistance. Act as a client advocate on insurance issues including change recommendations and submitting State Insurance Commissioner complaints.
- Communicates regularly with supervising attorney.
- Recruit and train volunteers to assist with Medicare Part D season and other Elder Benefit Specialist related programs
- Provide short term case management utilizing social work skills, as needed, to determine outcomes and provide additional assistance in locating resources and arranging services.
- Provide back-up coverage to the Information and Assistance Specialist position as needed when there are staffing shortages. This includes meeting with walk-in clients and providing information and resources related to the needs of the consumer.
- Represents Richland County Health and Human Services to the community at large and maintains good community public relations.
- Complies with applicable federal and state laws, administrative rules, established agency procedures and accepted professional standards.
- Participates in on-going training, maintaining contemporary knowledge to ensure compliance with federal and state regulations.
- Maintains the confidentiality of client information and protected health information as required by State and Federal regulations, including the Health Insurance Portability and Accountability (HIPAA) Act of 1996.

Deleted: s

Deleted: s

Deleted: s

Formatted: Font: Not Bold

Formatted: Bulleted + Level: 1 + Aligned at: 0.25" + Tab after: 0.5" + Indent at: 0.5"

#### MINIMUM TRAINING AND EXPERIENCE REQUIRED TO PERFORM ESSENTIAL JOB FUNCTIONS

- Bachelor's degree in Social Work or human service related field with State of Wisconsin Social Work certification or ability to obtain social work certification within two years of hire date, and at least one year of experience working with individuals in one or more of the target populations.
- Knowledge and experience in areas such as public benefits, entitlements, insurance, consumer issues, long-term care service system, and legal system.
- Excellent written and oral communication skills.
- Working knowledge of computers, computer programs, typing, and data entry.
- Current WI driver's license and unlimited access to reliable transportation.

Deleted: Bachelor's Degree with knowledge of public benefits, entitlements, insurance rules and consumer issues or any combination of education and experience that provides equivalent knowledge, skills, and abilities

#### PHYSICAL AND MENTAL ABILITIES REQUIRED TO PERFORM ESSENTIAL JOB FUNCTIONS

##### Language Ability and Interpersonal Communication

- Ability to analyze data and information using established criteria, in order to define consequences and to consider and select alternatives.



- Ability to assemble, copy, record, and transcribe data.
- Ability to understand and use advisory data and information such as financial statements, technical operating manuals, procedures, guidelines, non-routine correspondence, and laws.
- Ability to advise and interpret how to apply programs, procedures, and standards to specific situations.
- Ability to counsel, treat and mediate, which may include providing first line supervision.
- Ability to persuade and convince others.
- Ability to communicate verbally and in writing with the elderly (60 years or older), tax and Social Security personnel, county Human Service personnel, state Medicare personnel, the general public, medical personnel, nursing home personnel, and others as needed to accomplish job responsibilities.

#### **Mathematical Ability**

- Ability to add, subtract, multiply, divide, calculate decimals and fractions.
- Ability to compare, count, differentiate, measure and/or sort data and information.
- Ability to classify, compute, tabulate, and categorize data.

#### **Judgment and Situational Reasoning**

- Ability to apply situational reasoning ability by exercising judgement in situations involving the evaluation of information against measurable criteria.
- Ability to use functional reasoning development in the performance of semi-routine functions involving standardized work with some choice of action. Ability to lead others and reinforce thinking to perform tasks.
- Ability to apply abstract thinking to perform tasks.
- Ability to work independently.
- Ability to interpret a variety of instructions furnished in written, oral, diagram, or schedule form.
- Ability to use independent judgement frequently in non-routine to occasionally highly unstable situations including decisions on implementing client service and treatment plans to encounters with potentially suicidal and violent clients.
- Ability to solve practical problems and deal with a variety of concrete variables in situations where only limited standardization exists.

#### **Physical Requirements**

- Ability to coordinate eyes, hands, feet, and limbs in performing coordinated movements in operating educational aids and office equipment.
- Ability to exert moderate effort in sedentary to light work, including stooping, kneeling, crouching. Ability to handle, finger and feel. Ability to lift and carry.
- Ability to recognize and identify degrees of similarities and differences between characteristics of colors, forms, sounds, odors, textures etc. associated with objects, materials and ingredients.
- Ability to physically respond to a variety of settings to provide services, including office, community locations, and private residences.
- Ability to operate a motor vehicle.

#### **Environmental Adaptability**

- Ability, in regard to environmental factors such as temperature variations, noise, disease, and/or dust, to work under moderately safe and comfortable conditions.
- Ability to visit environments with a moderate risk for disease or physical harm.

Richland County is an Equal Opportunity Employer. In compliance with the Americans with Disabilities Act, the County will provide reasonable accommodations to qualified individuals with disabilities and encourages both prospective and current employees to discuss potential accommodations with the employer.

\_\_\_\_\_  
Employee's Signature

\_\_\_\_\_  
Supervisor's Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

DRAFT

## RICHLAND COUNTY POSITION DESCRIPTION

**Position Title:** Disability Benefit Specialist

**Department:** Health and Human Services

**Reports to:** Aging & Disability Resource  
Center Manager

**Pay Grade:** Social Worker  
(Professional) & H

**Deleted:** G

**Date:** August 12, 2021

**Hours Per Week:** 40

**Deleted:** January 1, 2018

### PURPOSE OF POSITION

The purpose of this position is to provide the general public, particularly adults who are disabled, with information and referral to a wide range of community resources; help inform and educate people about their options, assist in connecting them to programs, services and public benefits. The Disability Benefit Specialist (DBS) will provide benefits counseling and advocacy to individuals between the ages of 18 and 59 years who have a physical disability, developmental disability and/or mental illness, in order to assure that people in these target groups receive information about, and assistance in, accessing the public and private benefits for which they qualify. This position also provides back-up Information and Assistance duties when directed to do so by the ADRC Manager.

This position works under the Aging & Disability Resource Center of Eagle Country, which is housed in Richland County Health and Human Services.

**Deleted:** The purpose of this position is to provide benefits counseling and advocacy to individuals between the ages of 18 and 59 years who have a physical disability, developmental disability, mental illness and/or substance use disorders and for youth who are transitioning into the adult long-term care system, in order to assure that people in these target groups receive information about, and assistance in, accessing the public and private benefits for which they qualify.\*

### ESSENTIAL DUTIES AND RESPONSIBILITIES

The following duties are normal for this position. These are not to be construed as exclusive or all-inclusive. Other duties may be required and assigned.

- Provide information on a comprehensive array of private and government benefits and programs:
  - Use telephone skills and interviewing techniques, such as active listening, to communicate by phone, in person and in writing.
  - Gather sufficient information to accurately assess consumers' problems and needs, and use established criteria to determine appropriateness for DBS services.
  - Provide information and consultation on a wide variety of private and public benefit programs such as Social Security-Disability, Medical Assistance, Food Stamps, Patient Assistance Programs, and hospital uncompensated care.
  - Work in partnership with Resource Center staff to help consumers receive needed information, referral, and options counseling related to community services such as home health, supportive home care, housing, transportation and residential care, and programs such as Family Care.
  - Provide short term case management, as needed, to determine outcomes and provide additional assistance in locating resources and arranging services.
  - Assist consumers who do not meet DBS target groups to get connected to other agencies that may be able to assist them with Benefit Specialist services.
  - Gather and document information about callers for local recordkeeping and analysis, required state reports and quality reviews.

**Deleted:** Use telephone skills and interviewing techniques to gather sufficient information to accurately assess consumers' problems and needs;

**Formatted:** Indent: Left: 0.5", Tab stops: 0.5", List tab + Not at 1"

- Use WellSky/SAMS database as well as other written and computer-based information resources to identify, evaluate and select potential services.
  - Read, interpret, and apply regulations governing eligibility for benefits and work with DBS Program attorneys for clarification.
- Assist consumers to access programs and benefits:
- Assist consumers to complete applications for public and private benefits.
  - Contact agencies, medical care providers and legal services providers on consumer's behalf to locate, obtain and verify financial, medical and other information, and/or facilitate the application process.
  - Initiate investigations to gather needed factual information to perform advocacy duties.
  - Consult with legal back-up to determine the appropriate interpretation of laws or regulations, and action to take related to applying for or accessing benefits, or resolving issues or concerns.
  - Provide information on consumer rights, and assist with complaints and grievance/appeal processes. Consult with legal back-up and Resource Center Supervisor to determine when direct representation of consumers in appeal or grievance proceedings is appropriate. Provide representation when appropriate, and as time and resources permit.
  - Participate in various transition activities designed to help youth who are disabled transition from school to the adult service system.
- Outreach and Public Education:
- Help develop and disseminate marketing material, handouts, brochures, and newspaper or radio advertisements.
  - Develop and provide public presentations to large and small groups of consumers, service providers, community organizations and the general public regarding the role and services of the Disability Benefit Specialist and the Resource Center.
  - Obtain, and maintain, training as a Dementia Live Facilitator and provide the program to community organizations.
- Recordkeeping, Reporting and Other Duties as Assigned:
- Use established methods, forms and procedures to gather and document information about the characteristics of consumers served and the services provided for recordkeeping and analysis, required state reports and quality reviews.
  - Complete and submit all required paperwork in a timely manner.
  - Attend ongoing Disability Benefit Specialist training and staff meetings, as required;
  - Participate with Aging and Disability Resource Center Manager, State staff and other Disability Benefit Specialists in providing input and feedback related to program development.
  - Participate in Quality Assurance/Quality Improvement projects and activities.
  - Participate in Commission on Aging Board and present quarterly and annual statistics as well as program updates.
  - Maintain confidentiality of consumer information and records.
  - Meet with consumers and/or their families during or after regular office hours as needed to accommodate consumers' preferences.
  - Collaborate with multiple departments, agencies, and community resources to meet the needs of the consumer.
  - Other duties as assigned to support the mission of the Disability Benefit Specialist service and the Aging and Disability Resource Center.

**Deleted:** <#>Regular consultation with program attorney regarding caseload management.¶  
<#>Provide information, advocacy, and consultation on a wide variety of private and public benefit programs.¶  
<#>Assist consumers who do not meet Disability Benefit Specialist target groups and refer them to the appropriate resources.¶

**Formatted:** Indent: Left: 0.5", Tab stops: 0.5", List tab + Not at 1"

**Deleted:** ;

**Formatted:** Font: Times New Roman, Not Bold

**Deleted:** □

**Deleted:** Provide information on consumer rights, assist with complaints and grievance/appeal processes. Provide advocacy and representation when appropriate;

**Deleted:** Help develop and disseminate marketing materials;

**Formatted:** Indent: Left: 0.5", Tab stops: 0.5", List tab + Not at 1"

**Deleted:** Develop and provide public presentations to large and small groups of consumers;

**Deleted:** Use established methods, forms and procedures to gather and document information;

**Formatted:** Indent: Left: 0.5", Tab stops: 0.5", List tab + Not at 1"

**Deleted:** ;

**Formatted:** Indent: Left: 0.5", Tab stops: 0.5", List tab + Not at 1"

**Deleted:** ;

**Deleted:** ;

- Provide back-up coverage to the Information and Assistance Specialist position as needed when there are staffing shortages. This includes meeting with walk-in clients and providing information and resources related to the needs of the consumer.

Formatted: Font: Not Bold

Formatted: Justified

- Represents Richland County Health and Human Services to the community at large and maintains good community public relations.
- Complies with applicable federal and state laws, administrative rules, established agency procedures and accepted professional standards.
- Participates in on-going training, maintaining contemporary knowledge to ensure compliance with federal and state regulations.
- Maintains the confidentiality of client information and protected health information as required by State and Federal regulations, including the Health Insurance Portability and Accountability (HIPAA) Act of 1996.

#### **MINIMUM TRAINING AND EXPERIENCE REQUIRED TO PERFORM ESSENTIAL JOB FUNCTIONS**

- Bachelor's degree in Social Work or human service related field with State of Wisconsin Social Work certification or ability to obtain social work certification within two years of hire date, and at least one year of experience working with individuals in one or more of the target populations.
- Knowledge and experience in areas such as public benefits, entitlements, insurance, consumer issues, long-term care service system, and legal system.
- Excellent written and oral communication skills.
- Working knowledge of computers, computer programs, typing, and data entry.
- Current WI driver's license and unlimited access to reliable transportation.

#### **PHYSICAL AND MENTAL ABILITIES REQUIRED TO PERFORM ESSENTIAL JOB FUNCTIONS**

##### **Language Ability and Interpersonal Communication**

- Ability to analyze data and information using established criteria, in order to define consequences and to consider and select alternatives.
- Ability to assemble, copy, record, and transcribe data.
- Ability to understand and use advisory data and information such as financial statements, technical operating manuals, procedures, guidelines, non-routine correspondence, and laws.
- Ability to advise and interpret how to apply programs, procedures, and standards to specific situations.
- Ability to counsel, treat and mediate, which may include providing first line supervision.
- Ability to persuade and convince others.
- Ability to communicate verbally and in writing with the elderly (60 years or older), tax and Social Security personnel, county Human Service personnel, state Medicare personnel, the general public, medical personnel, nursing home personnel, and others as needed to accomplish job responsibilities.

##### **Mathematical Ability**

- Ability to add, subtract, multiply, divide, calculate decimals and fractions.
- Ability to compare, count, differentiate, measure and/or sort data and information.

- Ability to classify, compute, tabulate, and categorize data.

#### **Judgment and Situational Reasoning**

- Ability to apply situational reasoning ability by exercising judgement in situations involving the evaluation of information against measurable criteria.
- Ability to use functional reasoning development in the performance of semi-routine functions involving standardized work with some choice of action. Ability to lead others and reinforce thinking to perform tasks.
- Ability to apply abstract thinking to perform tasks.
- Ability to work independently.
- Ability to interpret a variety of instructions furnished in written, oral, diagram, or schedule form.
- Ability to use independent judgement frequently in non-routine to occasionally highly unstable situations including decisions on implementing client service and treatment plans to encounters with potentially suicidal and violent clients.
- Ability to solve practical problems and deal with a variety of concrete variables in situations where only limited standardization exists.

#### **Physical Requirements**

- Ability to coordinate eyes, hands, feet, and limbs in performing coordinated movements in operating educational aids and office equipment.
- Ability to exert moderate effort in sedentary to light work, including stooping, kneeling, crouching. Ability to handle, finger and feel. Ability to lift and carry.
- Ability to recognize and identify degrees of similarities and differences between characteristics of colors, forms, sounds, odors, textures etc. associated with objects, materials and ingredients.
- Ability to physically respond to a variety of settings to provide services, including office, community locations, and private residences.
- Ability to operate a motor vehicle.

#### **Environmental Adaptability**

- Ability, in regard to environmental factors such as temperature variations, noise, disease, and/or dust, to work under moderately safe and comfortable conditions.
- Ability to visit environments with a moderate risk for disease or physical harm.

Richland County is an Equal Opportunity Employer. In compliance with the Americans with Disabilities Act, the County will provide reasonable accommodations to qualified individuals with disabilities and encourages both prospective and current employees to discuss potential accommodations with the employer.

\_\_\_\_\_  
Employee's Signature

\_\_\_\_\_  
Supervisor's Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

## **RECLASSIFICATION REQUEST – JUSTIFICATION NARRATIVE**

1. Department: <b>Health and Human Services</b>	2. Number of employees: <b>Two (2)</b>	3. Full-time/Part-time <b>Full Time</b>
4. Current Position Title: <b>Disability Benefit Specialist and Elderly Benefit Specialist</b>	5. Current Pay Grade: <b>G</b>	
6. Proposed Position Title: <b>No Change to position titles</b>	7. Proposed Pay Grade: <b>H</b>	

The Benefits Specialist positions (Disability Benefit Specialist (DBS) and Elderly Benefit Specialist (EBS)) have comparable duties to the Information and Assistance (I&A) positions and therefore should be compensated at the same pay grade. Presently the I&A positions are compensated a grade higher than the DBS/EBS positions. All three positions are organized within the Aging and Disability Resource Center and require the same professional/educational qualifications (bachelor degree and social worker certification) and job responsibilities.

In recent months it was brought to my attention that most of the counties in surrounding our southwest Wisconsin region place all of these positions (EBS, DBS and I&A) on the same pay level including Grant, Lafayette, Iowa, Juneau, and Sauk Counties. Green County is currently working on reclassifying the positions as well. The only counties that do not are Richland and Crawford Counties.

I evaluated the position descriptions for each of these positions and updated them to more accurately reflect their duties including the crossover back-up I&A duties. Both the DBS and EBS positions require bachelor degrees and are expected to provide Information and Assistance back-up duties when needed (the I&A position description is also included with the supporting documents for comparison). The need to back-up the duties of the I&A responsibilities further argues the comparability of these positions. The current and proposed position descriptions are included as supporting documents with this reclassification request.

A review by Carlson Dettmann Consulting recommended the reclassification with some additional suggestions. Excerpt from consultant review: *“Following a lengthy dialogue with the County, our recommendation is to adjust the rating factor for “Decision-Making”, which would result in a shift to Grade H for both the Elderly Benefits Specialist and Disability Benefits Specialist. However, we further recommend that the classification of Social Worker be reclassified to Grade I. (This would be based on a recommended—and justifiable—adjustment to the ratings for ‘Interactions & Communications’ and ‘Education & Experience’).”* The full Job Classification Review is included with the supporting documents for this reclassification request.

There is a fair amount of supporting information that makes the case for placing these positions on the same grade. I believe the DBS & EBS positions and the I&A positions are equivalent in their responsibilities and requirements. With the County’s recruitment and retention difficulties it is problematic to have comparable positions (especially in the same program area) being paid at different rates. Compensating these positions differently when surrounding counties keep them at the same level also puts Richland county at a recruitment and retention disadvantage. I believe the remedy is to raise the DBS/EBS up to the I&A grade level.

Carlson Dettmann also makes a recommendation that other Social Worker positions should be reclassified to Grade I. While I may consider supporting this recommendation, Health and Human Services did not plan for this increase in the 2022 budget and does not currently have the ability to capture the additional funding that would be required to cover the increased expense. It would be my goal to come back to make this request when I have given it full consideration and there is a plan for funding it.



July 13, 2021

Roxanne Klubertanz-Gerber  
Aging & Disability Resource Center of Eagle Country  
Richland Center Office  
221 W Seminary Street  
Richland Center WI 53581

Dear Ms. Klubertanz-Gerber:

I am a Benefit Specialist Supervising Attorney at the Greater Wisconsin Agency on Aging Resources' (GWAAR) Elder Law and Advocacy Center. GWAAR has provided legal supervision for the elder benefit specialist program since 2012; prior to that this grant was held by the Coalition of Wisconsin Aging Groups. I have had the privilege of providing legal supervision for Elder Benefit Specialist Joanne Welsh for the past 4 years.

My daily work with the elder benefit specialists has intimately acquainted me with the complex, demanding and sophisticated job requirements of the position. The elder benefit specialist position requires a wide-ranging and in-depth knowledge of complex state and federal public benefit programs, and the application of sophisticated advocacy skills on behalf of clients with regard to those programs.

The job requirements of the benefit specialist position go well beyond what the title might suggest. Although the position does indeed require specific, specialized knowledge of the multitude of federal, state and local public benefit programs available to Wisconsin residents, more importantly (and more challengingly) it requires the ability to advocate on behalf of clients with regard to those benefits. Indeed, a more apt title of the job and its requirements would be "benefit advocate." Advocacy requires not only a deep understanding of the available public benefit programs but an understanding of how those programs actually work in real life, how they will apply to each individual client's set of unique circumstances, and how to obtain the best possible outcome for each client given those circumstances.

What may be characterized as a relatively basic position is, in fact, a dynamic, highly sophisticated position requiring extensive knowledge, advocacy skills, autonomy, intellect and the ability to quickly assimilate ongoing changes to existing knowledge and programs.

Having provided direct legal supervision to 20 elder benefit specialists for the past 4 years, I can directly attest to the wide-ranging, complicated, and ever-changing programs that the position requires them to navigate on a daily basis. Indeed, one need only take a glance at the public benefit programs and legal areas in which benefit specialists work on a daily basis to grasp the breadth and complexity of their work:



- Medicare Parts A, B, C, D: Medicare, as the largest provider of medical coverage in America, plays a significant role in the lives of most of the benefit specialist program's clients. Benefit specialists routinely assist clients in the complicated process of appealing denials of coverage for medical services, an activity which requires an in-depth knowledge of Medicare's extensive and diverse coverage criteria. Benefit specialists must not only understand the coverage criteria but craft arguments using their individual client's circumstances that they meet those criteria. This individualized assistance is coupled with ongoing, continuous education and assistance to those newly eligible for Medicare as each month new individuals turn 65 and qualify for Medicare. Medicare has grown significantly since the benefit specialist program began. Only Medicare Parts A and B existed when the position of the elder benefit specialist was created. Parts C and D did not, and their addition over the last two decades have added additional layers of complexity to assisting Medicare eligible beneficiaries. Unlike Parts A and B, Parts C and D benefits are delivered through the private market and bring with them all the complexity and (often overwhelming) options of that market. Since the introduction of Medicare Part D in 2006, benefit specialists have been assisting clients understand and compare drug coverage options, including Wisconsin's SeniorCare. As with many of the benefit programs we work with, the plan options change each year, and new plans must be evaluated by monthly premiums, drug copays, formulary comprehensiveness, tier structure, and preferred pharmacies.

- Social Security: Social Security forms the core or, in many instances, the sole source of many of the program's clients' incomes. As such, benefit specialists must be able to decipher, understand, and explain the wide array of eligibility and benefit rules applying to retirement, disability (SSDI), and supplemental security income (SSI). Our program provides assistance ranging from applying for benefits, demonstrating disability eligibility, and addressing benefit overpayment to Social Security beneficiaries. As with Medicare, Social Security is a constant source of work, especially as more and more baby boomers reach full retirement age.

- Housing: Benefit specialist also assist clients with a broad range of housing-related issues. This assistance ranges from determining eligibility for public housing (housing owned and operated by public housing authorities under HUD and vouchers issued under Section 8 public housing), reviewing lease provisions, assisting clients with requests for reasonable accommodations, and protecting clients against self-help eviction. This enforcement of client rights requires an in-depth familiarity with the complex HUD rules applying to publicly-funded housing, as well as Wisconsin landlord/tenant statutes.

- Consumer law and debt collection issues: Benefit specialists routinely assist clients in the realm of consumer law and debt issues resulting from medical bills, credit cards, and identity theft. Their work involves drafting cease and desist letters to collection agencies, requesting community care assistance from medical providers, assisting clients in completing financial disclosure forms, and requesting verification when there is questionable validity to the debt.

- Medicaid: The benefit specialists' work with Medicaid involves expertise not simply with elderly, blind, or disabled Medicaid but all its permutations: categorically needy Medicaid, the MA deductible, MAPP, Medicare Savings Programs (QMB, SLMB, SLMB+), BadgerCare+, and long-term care Medicaid. As with most other public benefit programs, MA has grown and

changed since the creation of the benefit specialist position. For example, the spousal impoverishment protections applying to married institutional MA and FamilyCare did not exist when the program began. Benefit specialists have had to learn these complex rules and apply them to their clients. In addition to spousal impoverishment and estate recovery, benefit specialists must also be able to calculate FamilyCare cost shares, Institutional Medicaid patient liabilities, as well as assess the accuracy of divestment penalties.

The above summarized programs do not constitute an exhaustive list and a benefit specialist's job duties are as varied as the problems clients bring with them to the benefit specialist's office. However, what the breadth and complexity of these programs does demonstrate is that the responsibilities and expertise required of the benefit specialist position has grown substantially and will continue to expand.

As mentioned above, the elder benefit specialist position does not simply require extensive knowledge of public benefit programs, but also the ability to *apply* that knowledge to a client's individual circumstances. This advocacy and assistance requires the mastery of a wide set of skills that clearly locate the position well above an administrative assistant. Indeed, my office equates the elder benefit specialist role with that of a paralegal at a private law firm.

Here is a list of the traits and the skill set needed for an elder benefit specialist:

- ° Sophisticated analysis and advocacy skills including the ability to identify legal issues, understand and apply relevant statutes, regulations and program rules to client situations and construct persuasive arguments on behalf of clients using their facts and the relevant sources of law in both written and oral form.
- ° Exercising a high degree of autonomy. One of the strengths of Wisconsin's supervising attorney/benefit specialist arrangement is the ability to maximize the legal assistance available to elder Wisconsin residents. If available legal services were confined to only what the attorneys could directly provide (the setup of many states) the program would only be capable of assisting a fraction of the people it does. However, a consequence of the arrangement is that the benefit specialist position requires a level of autonomy and responsibility that would not be as great were the attorney and benefit specialist both "in-house." With one attorney supervising generally 20 or more benefit specialists diffused across multiple, distant counties, the responsibility for many important aspects of the position necessarily falls to the benefit specialist. These responsibilities include the monitoring of appeal deadlines and ensuring that they are met, appearing at hearings, managing heavy caseloads and prioritizing cases effectively, exercising judgment as when to contact a supervising attorney, the ability to recognize potential ethical issues such as confidentiality and potential conflicts of interest, to name just a few. The autonomy and responsibility inherent in the benefit specialist position is reflected in the ethical rules governing legal practice that benefit specialists are required to observe. The rules require benefit specialists and their supervising attorneys to adhere to the core duties of loyalty to the client, zealous advocacy, diligence and confidentiality.
- ° Preparing for and appearing at hearings on behalf of clients. The benefit specialist position requires advocacy on behalf of clients at state and federal administrative law hearings when

eligibility and benefit issues arise. Preparation for a fair hearing includes reviewing extensive medical records, preparing exhibits, interviewing the client and others to establish the facts and circumstances of the case. Benefit specialists are expected to be able to read and analyze statutes, administrative code provisions, eligibility handbooks, contracts, and denial notices in order to present a synopsis of the case to the supervising attorney. Most importantly, benefit specialists must try and informally resolve cases by calling providers, consortia staff, and private health insurance companies to request correction of errors and negotiate a resolution.

° Issue-spotting and identifying areas not related to the concern which brought the client into the benefit specialist's office for assistance. For example, a client's request for assistance with a landlord/tenant dispute is an opportunity to investigate other areas for which assistance might be appropriate and to screen for available public benefits.

° Outreach to the elder population at large in the form of educational presentations at community sites, writing articles for distribution in the local senior newspaper, and the creation and dissemination of consumer-oriented publications.

° Ability to integrate changes to existing programs and knowledge base on an ongoing basis. All of the public benefit programs with which benefit specialists work are constantly changing. This is reflected in the bi-monthly trainings conducted by GWAAR, which are necessary both to cover the continual changes to existing programs and introduce new programs. This reality of constant change requires a benefit specialist who can not only grasp the complex ins and outs of the many public benefit programs available but who also has the flexibility to quickly adapt that understanding to the quite frequent changes that occur to those programs.

All of the wide ranging and complex program areas with which benefit specialist must work and the sophisticated set of skills the benefit specialist must employ with regard to those programs on behalf of their clients demonstrate that the benefit specialist position is a highly dynamic position that more than meets the definition of "professional employee" under Wisconsin statute §111.70(1)(L).

(L) "Professional employee" means:

1. Any employee engaged in work:
  - a. Predominantly intellectual and varied in character as opposed to routine mental, manual, mechanical or physical work;
  - b. Involving the consistent exercise of discretion and judgment in its performance;
  - c. Of such a character that the output produced or the result accomplished cannot be standardized in relation to a given period of time;
  - d. Requiring knowledge of an advanced type in a field of science or learning customarily acquired by a prolonged course of specialized intellectual instruction and study in an institution of higher education or a hospital, as distinguished from a general academic education or from an apprenticeship or from training in the performance of routine mental, manual or physical process; or

2. Any employee who:
  - a. Has completed the courses of specialized intellectual instruction and study described in subd. 1. d.;
  - b. Is performing related work under the supervision of a professional person to qualify to become a professional employee as defined in subd. 1.

I would like to particularly emphasize the satisfaction of the last requirement within that statute which addresses the need for “knowledge of an advanced type in a field of science or learning customarily acquired by a prolonged course of specialized intellectual instruction and study in an institution of higher education or a hospital.” As the preceding summary of the benefit specialists’ daily work and the sophisticated skills needed to do that work demonstrates, the benefit specialist position is *defined* by the possession and application of “knowledge of an advanced type.” The above job duties and responsibilities make it quite clear that the knowledge requirements of the position go well beyond that bare minimum description. Furthermore, this advanced knowledge is of the type “customarily acquired by a prolonged course of specialized intellectual instruction and study in an institution of higher learning.” This is reflected in the fact that all new benefit specialists are required to hold a baccalaureate degree (see the Wisconsin Aging Network Manual, Chapter 9). And, the “prolonged course of specialized intellectual instruction” is truly prolonged in the benefit specialist position in that the specialized education never ends but continues indefinitely as long as the position is held by the benefit specialist in the form of the ongoing bi-monthly training sessions which are essential to maintaining an understanding of the complicated and ever changing benefit programs and other legal areas that are key to the benefit specialist position.

I hope that you will agree it is essential that the Richland County Elder Benefit Specialist position be classified with the equivalent professional credentials. If I can provide further information, please do not hesitate to contact me at (608) 243-5682.

Sincerely,



Amanda Grady  
Benefit Specialist Supervising Attorney  
GWAAR Elder Law & Advocacy Center

## FW: Letter of Support Regarding the DBS Position

Roxanne Klubertanz

Mon 7/19/2021 8:37 AM

To: Tracy Thorsen &lt;tracy.thorsen@co.richland.wi.us&gt;;

Good morning Tracy,

Please see the information below.



Roxanne Klubertanz-Gerber, CSW, Manager

Aging & Disability Resource Center of Eagle Country  
Richland Center OfficeRichland County Health & Human Services  
221 W Seminary Street  
Richland Center WI 53581  
Phone: 608 647 4616 | Fax: 608 647 6611  
<http://www.adrceagle.org/>

**From:** Stoffel, Cheri L - DHS <cheri.stoffel@dhs.wisconsin.gov>  
**Sent:** Friday, July 16, 2021 3:26 PM  
**To:** Roxanne Klubertanz <roxanne.klubertanz@co.richland.wi.us>  
**Cc:** Adamski, Diana L - DHS <Diana.Adamski@dhs.wisconsin.gov>  
**Subject:** RE: Letter of Support Regarding the DBS Position

**CAUTION:** This email originated from outside of the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.

My apologies –

I intended to include Diana on my email. She's added to this one. Sorry Diana!!

Thank you!  
Cheri

Cheri Stoffel, MPA (she/her)  
 Disability Benefit Specialist Program Manager  
 Bureau of Aging and Disability Resources  
 Wisconsin Department of Health Services  
 D: 608-261-6977 | C: 608-709-6069  
[Cheri.stoffel@dhs.wisconsin.gov](mailto:Cheri.stoffel@dhs.wisconsin.gov)



\*\*\*\*\*

NOTICE: This email and any attachments may contain confidential information. Use and further disclosure of the information by the recipient must be consistent with applicable laws, regulations and agreements. If you received this email in error, please notify the sender; delete the email; and do not use, disclose or store the information it contains.

**From:** Stoffel, Cheri L - DHS  
**Sent:** Friday, July 16, 2021 3:25 PM  
**To:** Klubertanz-Gerber, Roxanne (B) - ADRC of Eagle Country - Crawford <[roxanne.klubertanz@co.richland.wi.us](mailto:roxanne.klubertanz@co.richland.wi.us)>  
**Subject:** Letter of Support Regarding the DBS Position

Roxanne,  
 Jodi Hines reached out to me, asking for a letter of support regarding DBS position at Richland County.

Although it is in the ADRC's best interest to equitably classify and compensate the DBS position in order to recruit and retain employees with the education, experience, and capabilities required to perform the complex duties of the DBS position, the Department does not specify requirements regarding compensation or classification.

We would encourage the ADRC to consider the knowledge and skills required to perform the work of a DBS when determining compensation and classification. For example, the DBS position requires knowledge of a comprehensive array of public and private benefits. An effective DBS must maintain an extensive knowledge of the policies and laws regulating the Social Security Disability Insurance (SSDI) and Supplemental Security Income (SSI) programs. This includes understanding and applying program


knowledge and advocacy skills to assist customers in obtaining a disability decision. The DBS must also maintain a working knowledge and ability to apply policies, laws, and administrative code governing the Medicare and Medicaid programs. The DBS provides counseling to customers to enable the customer to make informed decisions about their choices and how to access their benefits to obtain necessary medical care. See Section III.F.4 of the 2021 ADRC Scope of Services for additional information on the duties ascribed to the DBS position.

An additional consideration is that per the 2021 ADRC Scope of Services Section V.F.3, the education and experience requirements for the DBS position are identical to those for the ADRC professionals who provide information and assistance, options counseling, long-term care functional screen, and enrollment counseling. All of these professional positions require a Bachelor of Arts or Science degree or a license to practice as a registered nurse in Wisconsin and a minimum of one year full-time experience in a health or human service field, working with one or more of the client populations served by the ADRC (elderly or adults with physical or intellectual disabilities). Since DBS positions require the same level of education and experience as these other professionals at the ADRC, we would generally recommend that they should be offered comparable pay.

Finally, because the DBS must maintain a working knowledge of complex policies, DBSs are required to complete intensive initial training at hire and ongoing training throughout the year in accordance with Section III.F.6 of the 2021 ADRC Scope of Services. Because of these intensive training requirements, it is in the ADRCs best interest to provide a level of compensation to support and retain skilled employees in this position.

Please let me know if you have any questions regarding these recommendations or other aspects of the DBS program.

Thank you!  
Cheri



Cheri Stoffel, MPA (she/her)

Disability Benefit Specialist Program Manager

Bureau of Aging and Disability Resources

Wisconsin Department of Health Services

D: 608-261-6977 | C: 608-709-6069

[Cheri.stoffel@dhs.wisconsin.gov](mailto:Cheri.stoffel@dhs.wisconsin.gov)



\* \* \* \* \*

NOTICE: This email and any attachments may contain confidential information. Use and further disclosure of the information by the recipient must be consistent with applicable laws, regulations and agreements. If you received this email in error, please notify the sender; delete the email; and do not use, disclose or store the information it contains.

Visit us on the web at <http://co.richland.wi.us>

**Confidentiality Notice:** This message is the property of Richland County Government, and is intended only for the use of the individual or entity to which it is addressed. It may contain information that is privileged, confidential, or exempt from disclosure under applicable law. Dissemination, distribution, or copying of this communication without the consent of the sender is strictly prohibited. If you have received this message in error, please notify the sender immediately.

Notice: This email is on a publicly owned system, subject to open records (sec. 19.21, et seq.) and archival (sec. 16.61, et seq.) requirements under Wisconsin State Law.



August 30, 2021

**MEMORANDUM**

**TO:** Clinton Langreck, County Administrator  
**FR:** Patrick Glynn, Director of Total Rewards  
**RE:** Job Classification Review: Child Support Financial Specialist & Caseworker

The County requested we evaluate job documentation provided for the classification of Child Support Financial Specialist & Caseworker, based on a significant reduction of staffing levels and the logical “shuffling” of duties that followed.

Our challenge with many of the changes provided to us is that it “[t]he caseworker position has absorbed all of the clerical assistant duties”, as described by the Director. This is not surprising, but said duties are mostly at a lesser level, which in many circumstances, could result in a reduction of rating levels. Further, according to the Director/Lead Caseworker, “the caseworker position no longer enforces orders, [nor] does reviews or interstate cases”. As a result we are required to look at the shift in duties as requiring a broader set of duties, but probably not at the same level as the Lead Caseworker’s prior duties. However, this is still a responsible classification requiring a significant level of knowledge and capability.

Based on our communications with the County, followed by our independent review, our recommendation is to adjust the rating factors for “Decision-Making”, “Interactions & Communications” and “Education & Experience”. Said adjustment would result in placement at Grade G.

Please let me know if you any questions.

**Richland County  
Position Description**

**Position Title:** Child Support Financial Specialist & Caseworker      **Department:** Child Support Agency

**Reports to:** Child Support Administrator      **Hours Per Week:** 40

---

**Purpose of Position**

The purpose of this position is to provide financial and casework (Initiate Paternity & Establishments) services for clients for the Richland County Child Support Agency.

**Essential Duties and Responsibilities**

The following duties are normal for this position. These are not to be construed as exclusive or all-inclusive. Other duties may be required and assigned.

- Must learn KIDS (Kids Information Data System) for case management duties.
- Must learn CARES (Client Assistance and Re-employment and Economic Support system interface; ECF: Vital Records; Credit Bureau Reporting; DOT, DCF Workweb, Kidstar; CCAP; and Clear.
- Must learn wiKIDS (data information and document formatting system).
- Must learn eWiSACWIS (Wisconsin Statewide Automated Child Welfare Information System).
- Must learn wiCourts Efiling system & procedures to electronically open cases & efile documents.
- Must be able to interpret & apply complex laws, regulations & rules.
- Must be able to maintain confidentiality as all case information is confidential.
- Must be able to pass test & bonding requirements to become a Notary.
- Initiate new and re-opened cases referred from CARES or by participant application on a daily basis within the mandatory timelines. This includes setting up and preparing cases for establishment and scheduling court hearings.
- Calculate Sheriff's service fees, genetic test costs and birth costs.
- Conduct interviews with unwed mothers in order to pursue paternity establishment. Record findings of interview in KIDS database.
- Conduct interviews with potential fathers to inform them of all steps in the paternity process.
- Conduct locate investigations utilizing automated & manual resources.
- Assist in filling out and filing a Voluntary Paternity Acknowledgement.
- Schedule genetic testing & prepare orders associated with the testing.
- Administer genetic testing in the office.
- Appear in court as part of establishing orders and give testimony when necessary.
- Negotiate establishment & paternity stipulations and draft such agreements.



- Draft and types a variety of legal documents including: genetic test orders, affidavit of mailing, court notices, Motions, Summons & Petitions, service paperwork, general correspondence, and other documents as required.
- Work assigned KIDS worklists and meet required timelines.
- Input information on Non-Title (NIVD) cases and responds to those case-related questions.
- Monitor e-filing/CCAP for all documents that have been e-filed pertaining to child support cases
- Interpret & enter all orders regarding child support or health insurance that have been established or modified into KIDS.
- Mail, fax or email income withholding orders to employees.
- Research the daily, weekly and monthly suspense reports provided by the state and take appropriate actions within federal timelines, this includes adjustments & refunds
- Refund money to payers when court ordered obligations have been paid for the month or are paid in full.
- Adjust accounts to reflect amount of prorated child support due when a child emancipates or a case closes mid-month.
- Audit cases to confirm or adjust account balances.
- Research payments and financial questions by participants and employers using the resources provided by the State of Wisconsin.
- Issue National Medical Support Notices to employers and input responses received.
- Perform reception duties including answering telephone and routing calls, greet visitors and responds to routine questions and correspondence.
- Receive and receipt payments.
- Sorts, copies, scans, and distributes a variety of correspondence and mail including faxes
- Provide technical support & back-up support to the Director/Lead Caseworker.
- Maintain communication with State Child Support Agency to clarify policies.
- Maintain knowledge of contemporary child support rules, laws, programs and policies and complete yearly re-certification/training of those programs and policies.
- Adhere to strict confidential guidelines at all times as all information is confidential and complete yearly IRS safeguards training.
- Able to remain professional and courteous at all times while providing high quality service in a timely manner.
- Assist with development of new procedure to meet changing state mandates.
- Attend a minimum of (2) two trainings per year required to maintain knowledge of existing and new State and Federal laws and policies related to child support.
- Attend conferences as assigned.

### **Minimum Training and Experience Required to Perform Essential Job Functions**

High School plus one additional year of formal preparation and one to two years of relevant prior experience, or any combination of education and experience that provides equivalent knowledge, skills, and abilities. Proven experience with accounting practices and principals. Working knowledge of Excel, Word and Office is required. Knowledge of legal terminology is preferred. Must be able to type a minimum of 45 words per minute.

**Special Requirement**

As a post-offer pre-employment condition, a criminal background check conducted by the State Department of Justice (DOJ) including FBI fingerprinting must be successfully completed and passed. Richland County may disqualify an applicant if the position's responsibilities are substantially related to the applicant's criminal history. Wisconsin's Fair Employment Law, s.111.31 – 111.395, Wis. Stats., prohibits discrimination because of an arrest or conviction record. Management reserves the right to make employment contingent upon successful completion of the background check. Cost of the background check and fingerprinting will be covered by Richland County.

**Physical and Mental Abilities Required to Perform Essential Job Functions****Language Ability and Interpersonal Communications**

- Ability to analyze and categorize data and information in order to determine the relationship of the data with reference to criteria/standards. Ability to compare, count, differentiate, measure and/or sort data and information. Ability to assemble, copy, record and transcribe data. Ability to classify, compute and tabulate data.
- Ability to utilize data and information such as KIDS data system, enforcement manuals, accounting methods and a wide variety of other data and information regarding child support administration.
- Ability to communicate effectively with Clerk of Court and personnel, Social Service staff, Family Court Commissioner, law enforcement personnel, probation and parole, State Bureau of Child Support, Judges, general public, employers.

**Mathematical Ability**

- Ability to add and subtract, multiply and divide, and calculate percentages, fractions, and decimals.

**Judgment and Situational Reasoning Ability**

- Ability to use functional reasoning development in performing activities within rational systems involving diversified work requiring exercise of judgment.
- Ability to apply situational reasoning ability by exercising judgment, decisiveness and creativity in situations involving the evaluation of information against measurable and judgmental criteria.

**Physical Requirements**

- Ability to operate computer keyboard/typewriter, photocopier, fax machine, calculator, telephone.
- Ability to recognize and identify individual characteristics of colors, forms, sounds, tastes, odors, textures, etc associated with objects, materials and ingredients.
- Ability to exert very moderate physical effort in sedentary to light work, involving stooping, kneeling, crouching and crawling. Ability to handle, finger and feel. Ability to lift, carry, push and pull.

**Environmental Adaptability**

- Ability, in regard to violence, noise, vibration, etc, to work under occasionally unsafe conditions.
- Ability to work under and adapt to sometimes stressful situations, including hostile participants and verbal abuse from those participants.

Richland County is an Equal Opportunity Employer. In compliance with the Americans with Disabilities Act, the County will provide reasonable accommodations to qualified individuals with disabilities and encourages both prospective and current employees to discuss potential accommodations with the employer.

---

Employee's Signature

---

Supervisor's Signature

---

Date

---

Date

## RESOLUTION NO. 21 - \_\_\_\_

A Resolution to amend the wage grade level for the Child Support Financial Specialist/Caseworker position.

WHEREAS; the Richland County Child Support Agency has slowly eliminated positions and restructured over the past 5 years so that currently there are only 2 employees in the agency; and

WHEREAS; due to this reduction and restructure, the remaining positions have had to combine and take on increased responsibilities and an expanding workload; and

WHEREAS; the former Child Support Caseworker position was restructured to include and add most of the duties that were performed by the clerical assistant. This created a new job title of Child Support Financial Specialist/Caseworker, along with an updated job description which included added duties/responsibilities including all financial adjustments and reconciliations; and

WHEREAS; a wage study was conducted by Carlson Dettmann Consulting firm and the recommendation was the position should be reclassified to a Wage Grade G. Although this is not as substantial as what the Department Administrator recommended, this is an amendment from the current pay of Wage Grade F; and

WHEREAS; the 2022 Budget was approved using Wage Grade G as the pay for the Child Support Financial Specialist/Caseworker position; and

NOW, THEREFORE BE IT RESOLVED, that the Child Support Financial Specialist/Caseworker position pay be restructured to Wage Grade G effective the first pay period of 2022, and

BE IT FURTHER RESOLVED that the current Child Support Financial Specialist/Caseworker pay be positioned in the most current step of the wage grade scale, and

BE IT FURTHER RESOLVED that this Resolution shall be effective immediately upon its passage and publication.

VOTE ON FOREGOING RESOLUTION

RESOLUTION OFFERED BY THE  
CHILD SUPPORT COMMITTEE

AYES \_\_\_\_\_ NOES \_\_\_\_\_

RESOLUTION \_\_\_\_\_

DEREK S KALISH  
COUNTY CLERK

	FOR	AGAINST
DAVID TURK	X	
LINDA GENTES	X	
DANIELLE RUDERSDORF		ABSENT

DATED OCTOBER 26, 2021



November 30, 2021

**MEMORANDUM**

**TO:** Clinton Langreck, County Administrator  
**FR:** Heather Barber, Consultant  
**RE:** Job Classification Review – MIS Assistant

The County requested we evaluate job documentation provided for the classification of MIS Assistant.

The County provided job documentation showing increased authority and complexity within the position. The County also requests changing the title of the position to MIS Technical Support Specialist to more accurately describe the position.

After reviewing the documentation provided by the County, it is our recommendation that this position be retitled “MIS Technical Support Specialist”, and that it be increased by one grade and placed in Grade G of the County’s salary plan.

Please feel free to contact me with questions.

**CARLSON DETTMANN CONSULTING:  
POSITION REVIEW FORM**

<b>Employer Name</b>	Richalnd County	<b>Department / Division</b>	Management Information Systems			
<b>CURRENT Job Title</b>	MIS Assistant	<b>SUGGESTED Job Title</b>	MIS Technical Support Specialist			
<b>CURRENT Grade (If Applicable)</b>	Click or tap here to enter text.	<b>ANTICIPATED Result</b>	<input type="checkbox"/> Increase in Grade <input type="checkbox"/> Decrease in Grade <input type="checkbox"/> Stay the Same			
<b>Request Initiated By</b>	<input type="checkbox"/> Employee <input checked="" type="checkbox"/> Department <input checked="" type="checkbox"/> HR/Administration	<b>Requested Review</b> (Check All That Apply)	<input checked="" type="checkbox"/> Classification Review <input type="checkbox"/> Market Analysis <input type="checkbox"/> FLSA Status			
<b>Reason for Review</b>	<input type="checkbox"/> New Classification <input checked="" type="checkbox"/> Duties Added <input type="checkbox"/> Duties Removed/Transferred <input type="checkbox"/> Market Validation	<b>Are Any Other Positions Affected By This Change?</b> (e.g. transfer of duties, shift in supervision, etc.) If yes, which job(s).	<input type="checkbox"/> Yes <input type="checkbox"/> No			
	Click or tap here to enter text.					
<p><b>If this is a new position, please provide a brief narrative of the intent/purpose of the position.</b></p> <p><b>If this is a <u>revised position</u>, please provide a brief description of the changes giving rise to the request for review (e.g. higher degree of skill, increase in responsibility, educational requirements, etc.).</b></p> <p><b>If requesting <u>market data</u>, please also include a brief discussion of any recruitment / retention challenges, or other reason for seeking market data.</b></p>						
<p>The MIS department has taken on several additional duties in the past 18 months. There has been significant changes in other departments and Covid19 has drastically changed MIS functions. With these changes we have had increased responsibilities for the MIS Assistant position and that is no longer an appropriate title or classification.</p> <p>The additional responsibilities include          working in a more confidential manner with more sensitive information          supervision of LTE MIS Staff          increased direct communication with other department heads- as the MIS Director and MIS Administrator have taken on additional assignments the IS Technical Support Specialist has had to take on a more direct contact role with other department heads.          AV setup and support for meetings which must now be available both in person and virutally</p>						
<b>HR/Administration Comments</b>	Click or tap here to enter text.					

**ALL requests should be accompanied by job documentation (e.g. job description, JDQ, etc.). The job documentation for position requests should clearly highlight (e.g. redline/strikeout) the changes to the job.**

## Richland County Position Description

<b>Name:</b>		<b>Department:</b>	Management Information Systems
<b>Position Title:</b>	MIS Technical Support Specialist	<b>Pay Grade:</b>	F
		<b>Hours Per Week:</b>	40
<b>Date:</b>	August 2021	<b>Reports To:</b>	MIS Director

---

### Purpose of Position

Under the direction of the MIS Director, this position is a confidential specialized position in the Management Information Services Staff which maintains and supports desktops computers applications and related technology. Activities require interaction with application software and operating systems to diagnose and resolve unique, non-recurring problems. The duties of the position may not be limited to the following duties due to the highly technical nature of maintaining the County Network, and the associated peripheral hardware and software.

### Essential Duties and Responsibilities

**The following duties are normal for this position. These are not to be construed as exclusive or all-inclusive. Other duties may be required and assigned.**

- Perform ongoing software and hardware configuration after initial installation to better adapt the network environment to the needs of the county departments.
- Website Updates and Maintenance
- Troubleshoots computer hardware / software problems for county staff.
- Interviews users to determine scope of problems.
- Assist with downloading and implementing patches to software as they are released.
- Rebuilding and refurbishing computer systems.
- Update databases/inventory for hardware and software.
- Assist Users with Email problems.
- Training and assisting users with software.
- Must be able to participate in a team workplace environment and work well with others.
- Must perform duties and responsibilities in a professional, courteous manner.
- Must comply with HIPAA regulations. On-site HIPAA training will be offered.
- Must comply with all pertinent policies and procedures of Richland County.
- Setup users in Printers
- Setup users in Building access systems
- Sets up users in Phone/voicemail systems
- Keep abreast of current technology so that upgrades and tweaking of systems can occur in a timely manner.
- Setup and troubleshoot video conferencing equipment

## MIS Technical Support Specialist

- Troubleshoot virtual conferencing platforms and meetings
- Troubleshoot phone related issues
- Setup and install phones as needed
- Supervise daily workload of LTE support and coordinate with reserve employees on teleconferencing support.

### **Additional Tasks and Responsibilities as Assigned**

**While the following tasks are necessary for the work of the unit, they are not an essential part of the purpose of this position and may also be performed by other unit members.**

- Database management and maintenance for all county systems.
- Maintains knowledge of computer operating systems, hardware, software, programming languages, security, and open records law.
- Supports Richland County Core Values throughout all levels of department decision making. Develops customer service as an integral part of department operations.
- Responsible for working safety practices and standards of the facility; responsible for reporting and/or correcting any existing or potential safety or accident hazard.
- Establish and maintain effective working relationship with co-workers and others.
- Attend staff meetings, training sessions, off-site classes, and seminars related to job skills.
- Perform routine clerical tasks such as sorting, indexing, recording, filing, and typing as required.
- Familiar with Federal, State, and local agencies and their programs and coordinate these programs with County programs.
- Perform related work as required or directed.
- Maintain knowledge regarding information systems technology.
- Research industry trends, hardware and software for potential county applications.
- Maintain a clean work environment with an attention to detail.
- Effectively work as a team and communicate ideas fluently.

### **Minimum Training and Experience Required to Perform Essential Job Functions**

Two-year vocational/technical diploma in computer networking support from accredited college or any combination of education and experience that provides equivalent knowledge, skills and abilities. Demonstrated ability to work independently. Ability to arrange and coordinate schedules with ability to plan, organize, and prioritize. Ability to maintain and repair peripheral hardware. Ability to analyze and categorize data and information in order to determine the relationship of data with reference to established criteria/standards. Ability to work in a pleasant and understanding manner with the general public, county officials, co-workers, vendors, etc. Considerable knowledge of the departmental/governmental programs, operations, and policies with respect to general functions performed. Ability to train others in the use of software and hardware applications, including the ability to act in a lead worker capacity.

Valid driver's license and access to automobile required for local driving. Must be able to successfully pass a criminal background check.



## **Physical and Mental Abilities Required to Perform Essential Job Functions**

### **Language Ability and Interpersonal Communication**

Ability to decide the time, place and sequence of operations within an organizational framework, and to oversee their execution. Ability to analyze and categorize data and information using established criteria, to determine consequences and identify and select alternatives.

Ability to persuade, convince and train others. Ability to advise and interpret regarding the application of policies, procedures and standards to specific situations.

Ability to utilize a variety of advisory and design data and information such as purchase orders, invoices, billing statements, receipts, budgets, request for proposals, accounting methods, bid specifications, computer documentation, computer languages, flow charts, diagrams, leases, contracts, warranties, social service records, strategic plans, operating system manuals, hardware/software manuals, blue prints, maps, state statutes, state and federal program requirements and educational materials.

Ability to communicate orally and in writing with computer users, vendor representatives, department heads, computer consultants, outside agency personnel, County Board Supervisors, Finance and Personnel Committee and the general public.

### **Mathematical Ability**

Ability to apply algebraic and trigonometric formulas. Ability to interpret inferential statistical reports and/or formulation and equation data. Ability to calculate percentages, fractions, decimals, volumes, ratios, present values and spatial relationships.

### **Judgment and Situational Reasoning Ability**

Ability to apply functional reasoning in synthesizing information and functions, and ability to influence others in activities such as leading, controlling, managing, supervising and teaching.

Ability to exercise the judgment, decisiveness and creativity required in situations involving the direction, control and planning of an entire program or multiple programs.

### **Physical Requirements**

Ability to operate equipment and machinery requiring complex and rapid adjustments, such as computers, copiers, multifunction machines, computer peripherals, common hand tools, carts, line testers and telephone.

Ability to coordinate eyes, hands, feet and limbs in performing movements requiring skill and training, such as data entry, pulling cable and installing equipment.

## MIS Technical Support Specialist

Ability to exert moderate but not constant physical effort, typically involving some combination of climbing and balancing, stooping, kneeling, crouching, crawling, lifting, carrying, pushing and pulling.

Ability to recognize and identify degrees of similarities or differences between characteristics of colors, shapes, sounds and odors associated with job-related objects, materials and tasks. Ability to sustain prolonged visual concentration.

### **Environmental Adaptability**

Ability to work under generally safe and comfortable conditions where exposure to environmental factors such as repetitive computer keyboard use may cause discomfort and poses a limited risk of injury.

Richland County is an Equal Opportunity Employer. In compliance with the Americans with Disabilities Act, the County will provide reasonable accommodations to qualified individuals with disabilities and encourages both prospective and current employees to discuss potential accommodations with the employer.

---

Employee's Signature

---

Date

---

Supervisor's Signature

---

Date

# Richland County Finance and Personnel Committee

## Agenda Item Cover

**Agenda Item Name:** Vacation extension request

<b>Department</b>	Pine Valley	<b>Presented By:</b>	PV Administrator
<b>Date of Meeting:</b>	12/07/2021	<b>Action Needed:</b>	Vote
<b>Disclosure:</b>	Open Session	<b>Authority:</b>	Employee Handbook
<b>Date submitted:</b>	11/19/2021	<b>Referred by:</b>	N/A

**Recommendation and/or action language:** to allow a 2-month extension past January 4, 2022, (to March 4, 2022) to Angie Alexander, Director of Nursing, in which to take 10 days of vacation.

**Background:** Angie's anniversary date was July 4. She currently has 10 days of vacation that must be used by January 4, 2022, or be forfeited. While it is likely that she will be able to get a day or two off before January 4, it is unlikely that she will be able to get all 10 days. While Covid-19 prevention responsibilities continue to stress Angie's workload, it has been the staffing challenges on top of Covid-19 that has made it next to impossible to find time to be away for vacation.

### Attachments and References:



### Financial Review:

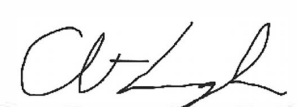
(please check one)

<input type="checkbox"/>	Adopted budget	Fund Number	
<input type="checkbox"/>	Apportionment needed	Requested Fund Number	
<input type="checkbox"/>	No financial impact		

**Approval:**

**Review:**





Department Head

Administrator, or Elected Office (if applicable)

## Richland County Finance and Personnel Committee

### Agenda Item Cover

**Agenda Item Name:** *Health Insurance Reimbursement for Assistant Director of Symons*

<b>Department</b>	Symons Rec. Complex	<b>Presented By:</b>	Tracy Gobin
<b>Date of Meeting:</b>		<b>Action Needed:</b>	Resolution
<b>Disclosure:</b>	Open	<b>Authority:</b>	Committee Structure E +O
<b>Date submitted:</b>	24 November 2021	<b>Referred by:</b>	Symons Natatorium Board

**Recommendation and/or action language:** *(summarize action/s sought by committee, e.g. present a resolution, present an ordinance, receive and file information, approve expense or grant, etc.)*

Symons Natatorium board made a motion to recommend to the Richland County Finance and Personnel committee to allow Keagan Drea to have a week unpaid vacation and not be required to pay the county portion of his health insurance for the week of his unpaid vacation.

**Background:** *(preferred one page or less with focus on options and decision points)*

Keagan Drea was hired in August 2021 as the Assistant Director. At the time of job offer he requested to have a week off in February 2022 for a non-refundable trip that had been previously planned. Director Gobin approved the one-week unpaid vacation for Keagan Drea, as Keagan Drea will not have vacation time at time of trip. The county's policy is that the employee paying 100% of the premium. In the case of such a leave of absence, the employee's premium payment is to be calculated by dividing the total annual premium in effect at the start of the employee's leave of absence by the number of hours which the employee works per year then multiply that figure by the number of hours in the employee's leave of absence.

---

#### Attachments and References:

Minutes from November 8, 2021 Natatorium Board	

#### Financial Review:

(please check one)

<input checked="" type="checkbox"/>	In adopted budget	Fund Number	
<input type="checkbox"/>	Apportionment needed	Requested Fund Number	
<input type="checkbox"/>	Other funding Source		
<input type="checkbox"/>	No financial impact		

*(summary of current and future impacts)*

In the 2022 budget it was budgeted for Keagan Drea to have health insurance for the entire year, the benefits were not adjusted for the week of unpaid vacation in February.

Action results in some reduction s in expenditures:

#### Approval:

*Tracy Gobin*

#### Review:

---

Department Head

---

Administrator, or Elected Office (if applicable)

## Richland County Committee

### Agenda Item Cover

**Agenda Item Name:** Changes in Health and Human Services on-call compensatory

<b>Department</b>	Administration	<b>Presented By:</b>	Administrator
<b>Date of Meeting:</b>	07 Dec 2021	<b>Action Needed:</b>	Vote
<b>Disclosure:</b>	Open Session	<b>Authority:</b>	Employee Handbook
<b>Date submitted:</b>	22 Nov 2021	<b>Referred by:</b>	
<b>Action needed by no later than (date)</b>	N/A	<b>Resolution</b>	<u>N/A</u> , prepared, reviewed

**Recommendation and/or action language:**

Motion to.... recommend changes to the Richland County Employee Handbook, Health and Human Services Addendum regarding on-call compensatory time.

**Background:** *(preferred one page or less with focus on options and decision points)*

By policy in the Health and Human Services Addendum, on-call compensatory time is allowed to be carried over into the next tax year, indefinitely. It is proposed that language be changed to payout all unused on-call compensatory time at the end of the year in which it is earned. It is proposed these changes be made in efforts to maintain compliance with IRS regulations regarding constructive receipt and to elevate administrative burden on WRS and other reporting required in previous tax years.

The Language changes can be viewed below.

**Attachments and References:**

Section from HHS Addendum	

**Financial Review:**

*(please check one)*

<input checked="" type="checkbox"/>	In adopted budget	Fund Number	Some possibly from HHS
<input type="checkbox"/>	Apportionment needed	Requested Fund Number	
<input checked="" type="checkbox"/>	Other funding Source	Undesignated General Fund	
<input type="checkbox"/>	No financial impact		

*(summary of current and future impacts)*

HHS has not budgeted with these possible accrued compensations in mind for 2021 or in 2022. Impacts to 2022 and future budgets may be reduced through managed time off, but the nature of accruing on-call compensatory time is not always predictable.

---

**Approval:**

**Review:**

*Clinton Langreck*

\_\_\_\_\_  
Department Head

\_\_\_\_\_  
Administrator, or Elected Office (if applicable)

## Richland County Committee

### Agenda Item Cover

#### Health and Human Services Addendum (Pages 3-4):

c. On-Call Compensatory Time: Health and Human Services staff serving as emergency on-call personnel shall earn compensatory time as follows:

- i. On-call pay of \$1.25 per hour will be earned for on-call duty;
- ii. On-call holiday pay of \$1.50 per hour for will be earned for on-call holiday duty. Holiday duty shall include the County-paid holiday as well as the actual calendar holiday if it falls on a separate day;
- iii. Any assignment among unit employees shall be rotated as reasonably possible, and management will allow reasonable trades of availability;
- iv. Payment for on-call duty will be made with each payroll.
- v. In addition, an on-call employee who is called upon to work shall receive 1.5 hours of comp time for every hour or partial hour worked not to exceed forty (40) hours of accumulated on-call compensatory time. On-call compensatory time earned can accrue and ~~does not have to~~ shall be taken prior to the end of the calendar year in which it was generated or paid out. Additional calls received within the hour shall not be considered as a new call for purposes of this provision.
- vi. On-call compensatory time earned and used will be reported to the County Clerk's Office for each payroll period. vii. Use of on-call compensatory time off shall be by mutual agreement between the employee and his/her immediate supervisor.
- viii. Payment in lieu of compensatory time shall be agreed upon in advance by the employee and the Director.

## Richland County Committee

### Agenda Item Cover

#### Agenda Item Name: Employee Handbook – Affirming Revisions and Updates

<b>Department:</b>	Administration	<b>Presented By:</b>	Assistant to the Administrator
<b>Date of Meeting:</b>	07 December 2021	<b>Action Needed:</b>	Vote
<b>Disclosure:</b>	Open Session	<b>Authority:</b>	Handbook
<b>Date submitted:</b>	07 December 2021	<b>Referred by:</b>	
<b>Action needed by no later than (date)</b>	N/A	<b>Resolution</b>	<u>N/A</u> , prepared, reviewed

#### Recommendation and/or action language:

Motion to... affirm all changes to the Richland County Employee Handbook, Pine Valley Addendum and FMLA Handbook, and to accept the formatting change to the Richland County Employee Handbook.

#### **Background:** *(preferred one page or less with focus on options and decision points)*

The attached draft of the Richland County Employee Handbook, Pine Valley Addendum and FMLA Handbook is composed with efforts of capturing the transition from the County Clerk Administration to the present Administrator structure. There are also several small formatting changes included. Administration would like to have Finance and Personnel affirm the content changes and accept formatting changes. This includes changes worked through the Administrator Transition Committee. The Assistant to the Administrator will be walking the committee through the changes and formatting revisions.

#### Attachments and References:

Employee handbook updates 12-2021	

#### Financial Review:

*(please check one)*

<input type="checkbox"/>	In adopted budget	Fund Number	
<input type="checkbox"/>	Apportionment needed	Requested Fund Number	
<input type="checkbox"/>	Other funding Source		
<input checked="" type="checkbox"/>	No financial impact		

*(summary of current and future impacts)*

---

#### Approval:

#### Review:

*Clinton Langreck*

\_\_\_\_\_  
Department Head

\_\_\_\_\_  
Administrator, or Elected Office (if applicable)

# HANDBOOK OF PERSONNEL POLICIES AND WORK RULES OF RICHLAND COUNTY

~~Updated as of 10/18/2024~~ Updated as of

Developed by  
Finance and Personnel Committee  
In Collaboration with County Department Heads,  
Elected and Appointed Officials  
and Employee Representatives



## Contents

HANDBOOK OF PERSONNEL POLICIES AND WORK RULES .....	34
1. Definitions: .....	34
ADMINISTRATION .....	34
AMBULANCE/EMERGENCY GOVERNMENT OFFICE .....	34
CHILD SUPPORT AGENCY .....	34
CLERK OF CIRCUIT COURT'S OFFICE .....	34
COURTHOUSE MAINTENANCE .....	34
CORPORATION COUNSEL'S OFFICE .....	34
COUNTY CLERK'S OFFICE .....	34
DISTRICT ATTORNEY'S OFFICE .....	34
FAIRGROUNDS / RECYCLING .....	34
FAMILY COURT COMMISSIONER .....	34
HEALTH AND HUMAN SERVICES .....	34
HIGHWAY DEPARTMENT .....	45
JUDICIAL OFFICE .....	46
LAND CONSERVATION OFFICE .....	56
MANAGEMENT INFORMATION SYSTEMS .....	56
PINE VALLEY HEALTHCARE AND REHABILITATION CENTER .....	56
REGISTER OF DEEDS' OFFICE .....	56
SHERIFF'S DEPARTMENT .....	56
SYMONS NATATORIUM .....	57
TREASURER'S OFFICE .....	67
U.W. EXTENSION OFFICE .....	67
UW-RICHLAND FOOD SERVICE .....	67
VETERAN SERVICE OFFICE .....	67
ZONING DEPARTMENT .....	67
INTRODUCTION TO YOUR EMPLOYEE HANDBOOK AND WORK RULES .....	78
EXTENT OF HANDBOOK .....	78
MANAGEMENT RIGHTS .....	89
EQUAL OPPORTUNITY .....	89
TERMS AND CONDITIONS OF EMPLOYMENT .....	89
1. Office Hours: .....	89
a. Courthouse .....	89
b. Highway Department .....	89
c. Sheriff's Department .....	89
d. Health and Human Services .....	89
e. Pine Valley Healthcare and Rehabilitation Center .....	89
f. Extension Offices .....	9
g. UW-Richland Food Service .....	940
h. Management Information Systems .....	940
i. Symons Natatorium .....	940
2. Outside employment: .....	940
3. Pay period: .....	940
4. Time Paid: .....	940
5. Accident and Injuries: .....	940
6. Health Examinations: .....	940
7. Breaks: .....	940
8. Leave of Absence: .....	940
9. Flexible Work Schedule: .....	1044
10. Seniority or Length of Hire: .....	1044
11. Performance Evaluations: .....	1044
12. Personnel Files: .....	1044
13. Time Cards (Time Keeping): .....	1044
COMPENSATION AND FRINGE BENEFITS .....	1044
Salaries: See Richland County Salary Grades .....	1044
1. Health Insurance: .....	1142
2. Dental Insurance: .....	1142
3. Loss of Time Insurance: .....	12

4.	Retirement Plan: .....	1243
5.	Life Insurance: .....	1243
6.	Section 125 Flex: .....	1243
7.	Paid Holidays: .....	1243
8.	Bereavement Leave: .....	1344
9.	Compensatory Time: .....	1344
10.	Overtime: .....	1445
11.	Sick Leave: .....	1445
12.	Voluntary Sick Leave Donation: .....	1546
13.	Vacation: .....	1546
14.	Family and Medical Leave: .....	1647
15.	Symons Employee Membership: .....	1647
16.	Military Leave: .....	1647
RULES OF CONDUCT .....		1647
Grounds for Termination: .....		1647
Harassment: .....		1748
No retaliation: .....		1849
Violence in the Workplace: .....		1849
HIRING AND EMPLOYMENT CONSIDERATIONS .....		19
1.	Hiring for Long-Term Vacancies (90 days or longer): .....	1920
Upon written or verbal notice of a vacancy, then: .....		1920
2.	Temporary Vacancies: .....	1920
3.	Probation Period: .....	1920
4.	Reclassification: .....	2021
5.	Discipline, Suspension or Dismissal of an Employee: .....	2021
6.	Non-Disciplinary Termination/Layoff: .....	2122
a.	Elimination of Position: .....	2122
b.	Layoff: .....	2122
c.	Recall: .....	2122
7.	Resignation/Retirement: .....	2122
8.	Concerns: .....	2122
9.	Policy on Nepotism: .....	22
REIMBURSEMENTS .....		2223
1.	Lodging: .....	2223
2.	Meals: .....	23
3.	Mileage: .....	2324
4.	Other Expenses: .....	2324
5.	Registration Fees: .....	2324
6.	Expense Vouchers: .....	2324
MISCELLANEOUS PERSONNEL PROVISIONS .....		2324
1.	Change of address or status: .....	2324
2.	Official County Bulletin Board: .....	2324
3.	Employee Bulletin Board: .....	2324
4.	Equipment: .....	24
5.	Telephone Policies: .....	24
6.	Notification of absence: .....	2425
7.	Weather Conditions: .....	2425
8.	Jury Duty: .....	2425
9.	Ambulance or Fire Department Volunteers: .....	2425
10.	Break Room: .....	25
11.	Credit Union: .....	25
12.	Deferred Compensation: .....	25
13.	Use of Computers, Software & Internet: .....	2526
14.	Picture Identification Badge: .....	2526
15.	Training Opportunities: .....	2526
16.	Gifts or Gratuities: .....	2526
17.	County Workspaces and Personal Property: .....	2526
RICHLAND COUNTY EMPLOYEE HANDBOOK .....		27
18.	RECEIPT AND ACKNOWLEDGMENT .....	27

## **HANDBOOK OF PERSONNEL POLICIES AND WORK RULES**

### **1. Definitions:**

"County employee" is defined to include the following full-time and part-time positions. The Department Head is the first position listed for each Department. Departments are set forth in capital letters. Department Heads are set forth in BOLD. \*Denotes Employees Exempt from Fair Labor Standards Act.

#### **ADMINISTRATION**

##### **Administrator**

Accounting Supervisor  
Assistant to the County Administrator  
Payroll and Benefits Specialist

#### **AMBULANCE/EMERGENCY GOVERNMENT OFFICE**

##### **Emergency Medical Services/Emergency Management Director\***

Advanced Emergency Medical Technician  
Emergency Management Specialist

#### **CHILD SUPPORT AGENCY**

##### **Child Support Administrator/Assistant Corporation Counsel\***

Clerical Assistant II  
Lead Child Support Worker  
Child Support Worker

#### **CLERK OF CIRCUIT COURT'S OFFICE**

##### **Clerk of Circuit Court**

Deputy Clerk of Circuit Court  
Clerical Assistant II

#### **COURTHOUSE MAINTENANCE**

##### **Maintenance Supervisor**

Custodian

#### **CORPORATION COUNSEL'S OFFICE**

##### **Corporation Counsel\***

#### **COUNTY CLERK'S OFFICE**

##### **County Clerk**

Deputy County Clerk/ Payroll and Benefits Specialist

#### **DISTRICT ATTORNEY'S OFFICE**

##### **District Attorney\***

Assistant District Attorney\*  
Legal Assistant  
Victim/Witness Coordinator  
Clerical Assistant (Part-time)

#### **FAIRGROUNDS / RECYCLING**

##### **Fair and Recycling Coordinator**

Groundskeeper  
Seasonal Clerical

#### **FAMILY COURT COMMISSIONER**

##### **Family Court Commissioner\***

#### **HEALTH AND HUMAN SERVICES**

##### **Director\***

Administrative and Building Operations Manager\*  
Adult Protective Services/Crisis Professional  
Adult Protective Services Worker\*  
Aging and Disability Resource Center Manager\*  
Behavioral Health Services Manager\*  
Business and Financial Services Manager\*  
Business System Analyst\*

Children's Long-Term Support and Birth to 3 Case Manager  
Children's Long-Term Support & Birth to 3 Supervisor\*  
Child & Family Case Manager  
Child & Youth Case Manager\*  
Child and Youth Services Manager  
Child & Youth Services Supervisor\*  
Clerical Assistant II  
Comprehensive Community Services Supervisor  
Comprehensive Community Services Quality Coordinator  
Confidential Administrative Secretary\*  
Corporation Counsel  
Disability Benefit Specialist\*  
Driver/Escort Driver (Temp/Casual)  
Early Intervention Special Educator\*  
Economic Support Lead Worker\*  
Economic Support Manager\*  
Economic Support Specialist  
Elderly Benefit Specialist  
English/Spanish Interpreter  
Fiscal Specialist  
Health and Wellness Coordinator\*  
Information and System Specialist\*  
Manager of Operation  
Mental Health Therapist (Licensed)\*  
Mental Health Therapist (Non-Licensed)\*  
Nutrition Driver (Temp/Casual)  
Nutrition Program Coordinator  
Nutrition Site Worker (part-time)  
Occupational Therapist  
Psychiatric Nurse\*  
Public Health Manager/Local Health Officer\*  
Public Health Nurse\*  
Regional Program Specialist  
Secretary  
Speech and Language Pathologist  
Substance Abuse Counselor\*  
Treatment Court Coordinator  
Youth Aide Worker

#### **HIGHWAY DEPARTMENT**

##### **Highway Commissioner\***

Patrol Superintendent\*  
Assistant Grade Foreman  
Assistant Shop Foreman  
Bookkeeper  
Clerk  
Equipment Operator  
Lead Grade Foreman  
Lead Paving Foreman  
Lead Shop Foreman  
Mechanic  
Parts Manager/ Shop Clerk  
Seasonal Employee  
Sign Foreman  
Truck Driver  
Welder and Mechanic

#### **JUDICIAL OFFICE**

**Register in Probate/Probate Registrar/Juvenile Clerk/Judicial Assistant\***

Deputy Clerk

**LAND CONSERVATION OFFICE**

**County Conservationist\***

Conservation Technician

Secretary

**MANAGEMENT INFORMATION SYSTEMS**

**Management Information Systems Director\***

Management Information Systems Administrator

Management Information Systems Assistant

**PINE VALLEY HEALTHCARE AND REHABILITATION CENTER**

**Administrator\***

Activity Aide

Activities Director/Volunteer Service Coordinator

Administrative Assistant\*

Certified Nursing Assistant

Clerical Assistant\*

Community-Based Residential Facility Administrator

Cook I

Director of Nursing\*

Director of Social Services\*

Fiscal Clerk\*

Food Service Assistant\*

Food Service Supervisor\*

Food Service Worker I

Food Service Worker II

Housekeeper

Housekeeping/Laundry Supervisor\*

Human Resources Director\*

Laundry Worker

Licensed Practical Nurse I

Licensed Practical Nurse II

Maintenance Supervisor\*

Maintenance Worker

Manager of Health Information Services\*

Medical Records Supervisor\*

Nursing Administrator Assistant\*

Nurse Technician

Personal Care Worker

Registered Nurse I

Registered Nurse II

Registered Nurse Manager\*

Registered Nurse Supervisor

Residential Assistant

Social Worker\*

Unit Clerk

**REGISTER OF DEEDS' OFFICE**

**Register of Deeds**

Deputy Register of Deeds

**SHERIFF'S DEPARTMENT**

**Sheriff**

Chief Deputy\*

Dispatcher/Jailer

Office Manager/Confidential Assistant

Road Patrol Lieutenant\*

Secretarial/Clerical Assistant II

**SYMONS NATATORIUM**

**Director\***

Assistant Director  
Instructors  
Life Guard  
Maintenance  
Receptionist

**TREASURER'S OFFICE**

**County Treasurer**  
Deputy County Treasurer  
Real Property Lister  
Assistant Real Property Lister (part-time)

**U.W. EXTENSION OFFICE**

Administrative Secretary  
Clerical Assistant II

**UW-RICHLAND FOOD SERVICE**

**Food Services Supervisor\***  
Food Service Worker  
Food Service Worker (part-time)  
Food Service Worker – Temp Casual

**VETERAN SERVICE OFFICE**

**Veteran Service Officer**  
Veterans Benefit Specialist

**ZONING DEPARTMENT**

**Zoning Administrator\***

Office System Technician

Geographical Information Systems (GIS) Technician/Assistant Zoning Administrator/Sanitarian

Cr. 1/17/12, Res. 12-1; Eff. 7/17/12, Res. 12-88, Job Definitions amended; Eff. 8/21/12, Res. 12-99, Zoning & Sheriff amended; Eff. 12/11/12, Res. 12-141, Fairgrounds amended; Eff. 1/15/13, Res. 13-17, HHS & Zoning amended; Eff. 2/19/13, Res. 13-29, Definition renamed; Eff. 3/19/13, Res. 13-40, Probate/District Attorney amended; Eff. 9/17/13, Res. 13-116, County Clerk amended; Eff. 10/29/13, Res. 13-127, HHS position elimination, Ass. Real Property Lister added; Eff. 1/21/14, Res. 14-18, Definition addition and retitle – Child Support, County Clerk's Office, District Attorney's Office, Health and Human Services, Judicial Office, Treasure's Office and UW Extension; Eff. 12/9/14, Res. 14-157, Veterans Office amended; Eff. 5/19/15, Res. 15-62, Highway definitions amended; Eff. 8/17/15, Res. 15-44, Definitions added & deleted; Eff. 8/18/15, Res. 15-106, HHS and PV amended; Eff. 9/15/15, Res. 15-113, Veterans amended & Res. 15-114 Pine Valley amended; Eff. 2/16/16, Res. 16-25 Pine Valley amended; Eff. 9/20/16, Res. 16-115 Pine Valley addition & 16-122, MIS amended; Eff. 8/20/19, Res. 19-87, classification change; Eff. 9/17/19, Res 19-101, HHS; Eff. 10/29/19, Res 19-120 & 121, HHS definitions modified; Eff. 8/18/20, Res. 20-98, HHS definitions modified; Eff. 9/15/20, Res. 20-109, Judicial Office definition modified;

## **INTRODUCTION TO YOUR EMPLOYEE HANDBOOK AND WORK RULES**

This Handbook of Personnel Policies and Work Rules (the "Handbook") provides a broad overview of Richland County's (the "County") employment policies, practices, procedures, and benefits. The Handbook is provided to you as a guideline and does not cover all of the County's policies, practices, procedures, or benefits, nor does it provide a written answer to every possible employment situation.

Notwithstanding any provision herein, and subject to applicable law, the County reserves the right to make employment-related decisions on a case-by-case basis. The County reserves the right, as allowed by law, to unilaterally interpret, change, modify, suspend, amend, delete, or cancel any provision of this Handbook or procedures or benefits discussed herein at any time, without advance notice, in its sole discretion.

The County expects every employee to familiarize him/herself with this Handbook and to keep the Handbook accessible for easy reference. This Handbook supersedes all previous verbal and written policies. If you have any questions regarding any of the items in this Handbook, please contact the ~~County Clerk's Office~~ County Administrator.

An electronic copy of this Handbook can be accessed on the County's website.

Cr. 1/17/12, Res. 12-1;

## **EXTENT OF HANDBOOK**

Extent of Handbook: Powers and duties of the County Administrator and Finance and Personnel Committee (Health and Human Services, Pine Valley Healthcare and Rehabilitation Center, Highway Department, Sheriff's Department – See Addendum).

~~The Finance and Personnel Committee shall have final jurisdiction over all personnel matters relating to County employees which are dealt with in this Handbook. The County Administrator shall have the authority to administer and manage County personnel.~~ Department Heads shall have the authority to issue an addendum dealing with department specific issues provided such addenda are approved by the Finance and Personnel Committee. Department Heads shall have the authority to administer and manage personnel at the Department level provided such administration and management is in compliance with this handbook and applicable addendum. In the event of a conflict between this handbook and an approved department addendum, the addendum shall control. The Finance and Personnel Committee shall have final jurisdiction over all personnel matters relating to County employees which are dealt with in this Handbook.

All other personnel policies relating to County employees which have been issued by Finance and Personnel Committee or Departments of County government are void effective on the date this handbook and addenda issued hereunder are approved. All previous Resolutions or Ordinances adopted by the County Board and relating to personnel policies for County employees are hereby repealed to the extent that they are in conflict with this Handbook. It is the intent of the County Board that this Handbook of Personnel Policies and Work Rules shall be considered a Civil Service or Merit Policy except that the County Board has elected not to establish a Civil Service Commission.

All matters covered by this Handbook, including but not limited to, salary levels, hiring, promotion, reclassification, discharge, demotion, discipline, suspension and any and all such matters relating to County employees under this Handbook of Personnel Policies and Work Rules shall be under the jurisdiction of the County Administrator, who reports to the Finance and Personnel Committee in accordance with this Handbook. It is recognized that, by Wisconsin Statutes, certain committees, boards and elected officials have the right to hire and fire some members of their staff, but, in such instances, those committees, boards and elected officials are encouraged to consult with the County Administrator ~~Finance and Personnel Committee prior~~ to making such decision.

The Finance and Personnel Committee shall have final authority over all matters set forth in this Handbook, except that the Finance and Personnel Committee shall make recommendations to the County Board as to all matters relating to salary levels, position reclassifications and the creation or elimination of positions, the final decision on which shall be made by the County Board. As to all matters relating to salary levels and position reclassifications, the Finance and Personnel Committee shall first receive the recommendation to the County Board.

This Handbook shall not apply to the extent that conflicts with State or Federal laws, rules or regulations, including the County's Affirmative Action/Civil Rights Compliance Plan which was approved by the County Board on May 18, 1993, which shall supersede this Handbook in the appropriate instance.

This Handbook is not intended to create a contract of employment, express or implied, or evidence of a contract of employment, between the County and any one, or all, of its employees. Only the County Board has the authority to enter into such contracts. Any such agreements must be in writing and signed by an authorized representative of the County Board and the employee.

Except as required by the laws of the State of Wisconsin, every employee of the County serves as an at-will employee. As such, the County cannot guarantee you or any employee continued employment for any definite period of time. You have the right to terminate your employment at any time, for any reason or no reason, and the County retains the same right to terminate your employment at any time, as allowed by applicable law.

Cr. 1/17/12, Res. 12-1;

### **MANAGEMENT RIGHTS**

The management of Richland County and the direction of the working forces shall be vested exclusively in the Employer. Such management and direction shall encompass all rights inherent in the authority of the Employer, including, but not limited to the right to hire, recall, transfer, promote, demote, discharge or otherwise discipline and to layoff employees. Further, the Employer shall have exclusive prerogatives with respect to assignments of work, including temporary assignment, scheduling of hours including overtime, to create new, or to change or modify operational methods of control, and to pass upon the efficiency and capabilities of the employees.

### **EQUAL OPPORTUNITY**

Equal opportunity is the County's policy. It is the County's policy to select the best qualified person for each position. The County does not discriminate against applicants for employment or against employees because of age, race, creed, color, disability, marital status, sex, national origin, ancestry, arrest record, conviction record, military service, or any other characteristic protected by federal, state or local law. This policy applies to all employment practices and personnel actions.

It is the duty of every employee to help create a job environment that promotes equal opportunity. Any incident or situation that you believe violates this policy should be brought to the immediate attention of your supervisor or other individual in management.

Failure to follow this policy will result in discipline, up to and including termination.

Cr. 1/17/12, Res. 12-1;

### **TERMS AND CONDITIONS OF EMPLOYMENT**

Terms and Conditions of Employment (Health and Human Services, Pine Valley Healthcare and Rehabilitation Center, Sheriff's Department, Highway Dept. – See Addendum).

#### **1. Office Hours:**

a. **Courthouse:**

The normal office hours for regular, full-time County Employees are 8:30 a.m. to 4:30 p.m., Monday through Friday, every day except holidays set forth in this Handbook.

b. **Highway Department:**

The normal office hours for regular, full-time County employees are 7:00 a.m. to 3:30 p.m., Monday through Friday, every day except holidays set forth in this Handbook.

c. **Sheriff's Department:**

The normal office hours for regular, full-time County employees are 8:00 a.m. to 4:00 p.m., Monday through Friday, every day except holidays set forth in this Handbook.

d. **Health and Human Services:**

The normal office hours for regular, full-time County employees are 8:00 a.m. to 4:30 p.m., Monday through Friday, every day except holidays set forth in this Handbook. Various programs will operate later into the evening as needed.

e. **Pine Valley Healthcare and Rehabilitation Center:**

The normal office hours for regular, full-time County employees are 8:00 a.m. to 4:15 p.m., Monday through Friday.



f. **Extension Offices:**

The normal office hours for regular, full-time County employees are 8:30 a.m. to 4:30 p.m., Monday through Friday, every day except holidays set forth in this Handbook.

g. **UW-Richland Food Service:**

The normal hours for the cafeteria are 7:~~45~~00 a.m. to 2 p.m., Monday - Thursday; 7:~~45~~00 a.m. to 2~~12~~00 p.m. Friday, except holidays set forth in this Handbook.

h. **Management Information Systems:**

The normal office hours for regular, full-time County employees are 8:00 a.m. to 5:00 p.m., Monday through Friday, every day except holidays set forth in this Handbook.

i. **Symons Natatorium:**

The normal hours for regular, full-time County employees are 8:30 a.m. to 5:00 p.m., Monday through Friday, every day except holidays set forth in this Handbook.

The above listing is for the purpose of notification of when offices will be open. This listing is not indicative of the number of hours worked per day or does it indicate the amount of time allocated for lunch. County Offices shall make every attempt to remain open during the noon hour during all week days except for holidays set forth in the Handbook of Personnel Policies and Work Rules.

**2. Outside employment:**

Employees of the County may accept outside employment as long as such employment does not interfere with the employee's responsibility to the county or does not represent a violation of the Rules of conduct as set forth in this Handbook.

Public sector employers may not allow their employees to volunteer without compensation, additional time to do the same work for which they are employed.

**3. Pay period:**

Employees are paid every other Friday. If a holiday falls on Friday, the checks will be issued late on Thursday. Employees must sign up for direct deposit of their paychecks.

**4. Time Paid:**

All paid time shall be considered time worked for the purpose of computing overtime.

**5. Accident and Injuries:**

All injuries or accidents involving employees or visitors will be reported immediately to the Department Head and the employee or person assisting. All employee accidents shall be reported to the Richland County ~~Clerk~~Administrator.

**6. Health Examinations:**

Any health examination required as a condition of employment will be paid by the County.

**7. Breaks:**

Two 15 minute breaks are granted as your workload allows. These are not to be used for leaving work early, to make up tardiness or to accumulate time off.

**8. Leave of Absence:**

Leaves of absence without pay for up to six months may be granted by the Department Head subject to the approval of the ~~Finance and Personnel Committee~~County Administrator. Requests for leaves of absence shall be in writing and directed to the employee's Department Head. The ~~Finance and Personnel Committee~~County Administrator, after receiving the recommendation of the Department Head, may extend a County employee's leave of absence for up to an additional six months, no County employees may be granted a leave of absence in excess of one year in duration. All leaves of absence shall be reported to the ~~County Clerk's~~Administrator's Office within one week of its occurrence. All requests will be considered on their merits.

County employees receiving leaves of absence for medical reasons must exhaust their sick leave before starting the leave of absence. The County will pay its normal health insurance premium contribution for those employees who are on Worker's compensation for a period of up to six months. County employees do not generate vacation and sick leave during unpaid of absence.

Except in cases of family or medical leave governed by this handbook, employees, whether full-time or part-time, may continue their health insurance coverage during any approved non-medical leave of absence, with the employee paying 100% of the premium at least two weeks in advance of the due date.

#### **9. Flexible Work Schedule:**

A flexible work schedule may be arranged by mutual agreement between employee and department head. In the event it is a department head requesting a flexible schedule, the ~~supervising committee~~County Administrator must approve and inform the supervising committee. The schedule may be revised or terminated at any time.

#### **10. Seniority or Length of Hire:**

Seniority or length of hire is defined as an employee's total length of continuous service with the county.

#### **11. Performance Evaluations:**

The ~~supervising committee~~County Administrator shall conduct annual performance evaluations of the director/department head/commissioner (exception: Elected County officials). The directors/department heads/commissioner shall conduct annual performance evaluations of their staff using the standard forms available in the County ~~Clerk's Administrator's~~ office.

#### **12. Personnel Files:**

The County will grant an employee access to his/her personnel files as required by applicable law. Certain personnel records may be excluded from this review, as permitted by law. Should you want copies of your personnel record, the County reserves the right to charge you the costs of copying your record.

#### **13. Time Cards (Time Keeping):**

Accurately recording time worked is the responsibility of every employee. Federal and state laws require the County to keep an accurate record of time worked in order to calculate employee pay and benefits. Time worked is all the time actually spent on the job performing assigned duties. Hourly employees should accurately record the time they begin and end their work, as well as the beginning and ending time of each meal period. They should also record the beginning and ending time of any split shift or departure from work for personal reasons. Overtime work, except in exceptional circumstances, must always be approved before it is performed and paid at the appropriate legal rate.

Tampering, altering, or falsifying time cards or recording time on another employee's time card may result in disciplinary action, up to and including discharge.

Hourly employees should report to work no more than seven (7) minutes prior to their scheduled starting time and stay no more than seven (7) minutes after their scheduled stop time without express, prior authorization from their supervisor.

It is the employee's responsibility to complete and sign his/her own time card to certify the accuracy of all time recorded. The supervisor will review and then sign the time card before submitting it for payroll processing. In addition, if corrections or modifications are made to the time card, both the employee and the supervisor must verify the accuracy of the changes by initialing the time card.

Cr. 1/17/12, Res. 12-1; Eff. 1/15/13, Res. 13-17, 1.b. deleted, c-j relettered; Eff. 1/21/14, Res. 14-18, 8. Reworded; Eff. 1/21/14, Res. 14-18, changes to 11.; Eff. 6/16/15, Res. 15-74, changes to 8.; Eff. 1/10/12 - 1. a. - h., 8. & 9. reworded, 12. & 13. added; Eff. 3/17/15, Res. 15-44, 2. Modified; Eff. 8/18/20, Res 20-98, 1. d. modified;

### **COMPENSATION AND FRINGE BENEFITS**

#### **Salaries: See Richland County Salary Grades**

The provisions of this section apply to all County employees except as otherwise noted and except that the following

paragraphs relating to vacations and holidays do not apply to the position of the Chief Deputy Sheriff, Road Patrol Lieutenant and Office Manager/Confidential Administrative SecretaryAssistant in the Sheriff's Department. The Chief Deputy Sheriff, Road Patrol Lieutenant and Office Manager/Confidential Administrative SecretaryAssistant shall receive vacation and holiday benefits as well as longevity pay and uniform allowance in accordance with the applicable bargaining agreement covering the Sheriff's Department.

The provisions of this section relating to part-time employees apply only to those part-time County employees who were hired before October 22, 1992. Part-time County employees shall receive fringe benefits under this section only if the normal working hours for the employee's position are at least half-time for the department in which the position is situated. Part-time employees working more than half-time on a temporary basis are not entitled to fringe benefits under this section.

#### 1. Health Insurance:

The County will determine its health insurance carrier, plan composition, and employee contribution for these premiums on a periodic basis, but in no case will contributions required of employees exceed the limits established under law. The health insurance carrier, plan composition and employee contribution is subject to change from time to time at the sole discretion of the County, with or without notice. In the event of a conflict between the description of benefits in the Handbook, and the actual plan documents, the plan documents shall prevail.

The County agrees to pay the premium for single or family health insurance in the amount of eighty-eight (88%) of the gross premium.

Premiums for part-time employees will be pro-rated for each calendar quarter based on the average number of hours that the employee was paid during the previous calendar quarter. The County agrees to pay the following portion of the premium:

34+ hours	88%
25 hours – 33.99 hours	78%
17.5 hours – 24.99 hours	68%, and

A copy of the health insurance policy will be given to the County employee by the insurance agent. Except in cases of family or medical leave governed by this handbook, employees, whether full-time or part-time, may continue their health insurance coverage during any approved non-medical leave of absence, with the employee paying 100% of the premium. In the case of such a leave of absence, the employee's premium payment is to be calculated by dividing the total annual premium in effect at the start of the employee's leave of absence by the number of hours which the employee works per year then multiply that figure by the number of hours in the employee's leave of absence. COBRA coverage will be provided as determined by Federal law. (See County Clerk's Administrator's Office).

Any full-time employee with a reduction in full-time hours in the department where you work will have sick, vacation and holiday pay refigured on the previous calendar quarter based on the hours the employee actually worked.

#### 2. Dental Insurance:

The County will determine its dental insurance carrier, plan composition and employee contribution for these premiums on a periodic basis, but in no case will contributions required of employees exceed the limits established under law. The dental insurance carrier, plan composition and employee contribution is subject to change from time to time at the sole discretion of the County, with or without notice. In the event of a conflict between the description of benefits in the Handbook, and the actual plan documents, the plan documents shall prevail. Currently, the County provides dental insurance. The County pays the half of the premium for the dental insurance plan for part-time (35 hours per period and above) and full-time employees. Except in cases of family or medical leave governed by this handbook, employees, whether full-time or part-time, may continue their dental insurance coverage during any approved non-medical leave of absence, with employee paying 100% of the premium. The County's monthly contribution to the premium for the dental insurance plan for part-time (35 hours per pay period and above) and full-time employees shall be \$52.39 for the family dental plan and \$18.31 for the single dental plan. Except in cases of family or medical leave governed by this handbook, employees, whether full-time or part-time, may continue their dental insurance coverage during any approved non-medical leave of absence, with the employee paying 100% of the premium.

### 3. Loss of Time Insurance:

A loss of time policy is available to County employees at the employee's expense.

### 4. Retirement Plan:

Richland County participates in Wisconsin Department of Employee Trust Funds. Participation in the retirement plan is dictated by Employee Trust Funds and their regulation, which is currently determined as 1,200 hours in a twelve-month period.

The County pays 50% of the required WRS contributions and the remaining 50% is paid by the employee.

### 5. Life Insurance:

All County employees participating in the State Wisconsin Retirement Fund System are eligible, after the completion of the probationary period, to obtain group life insurance. This life insurance is paid for in part by the County and in part by the participating County employee, based upon a formula determined by the State of Wisconsin, Department of Employee Trust Funds, based upon the Wisconsin Statutes. Survivors and dependents life insurance is also available at employee option and entirely at employee expense.

### 6. Section 125 Flex:

Employees may use pretax earnings to pay for medical expenses (including health insurance premiums and qualified dependent care expenses).

### 7. Paid Holidays:

The following paid holidays are observed:

Holidays	Pine Valley	Emergency Medical Services	<u>CourthouseGeneral Employees</u>	<u>Highway Sheriff's Union</u>	Sheriff's
New Year Day	X	X	X		X
Good Friday		X	X		
Easter	X	X			
Memorial Day	X	X	X	<u>X</u>	X
Independence Day	X	X	X	<u>X</u>	X
Labor Day	X	X	X	<u>X</u>	X
<u>Veterans' Day</u>		<u>X</u>		<u>X</u>	<u>X</u>
Thanksgiving	X	X	X	<u>X</u>	X
Day After Thanksgiving			X		
Last Day Before Christmas		X	X	<u>X</u>	X
Christmas Day	X	X	X	<u>X</u>	X
<u>New Years Eve Day</u>				<u>X</u>	
<u>Veterans' Day</u>	<u>X</u>	<u>X</u>			<u>X</u>

Formatted Table

Holidays	Pine Valley	Emergency Medical Services	<u>CourthouseGeneral Employees</u>	<u>Highway Sheriff's Union</u>	Sheriff's
Floating Holiday			X		
<del>32</del> Personal Days	X				
Birthday				<u>X</u>	X
Total	10	10	10	<u>9</u>	9

Formatted Table

- Regular, part-time employees who work 35 hours or more per pay period or more are paid one-half day of holiday for each day of holiday. ~~35 hours per pay period or more are paid one-half day of holiday for each day of holiday.~~
- Any full-time employee with reduction in full-time hours in the department where you work will have sick, vacation and holiday pay refigured on the previous calendar quarter based on the hours the employee actually worked.
- In the event a holiday falls on a Saturday, it shall be observed on the previous Friday. In the event a holiday falls on a Sunday, it shall be observed on the following Monday. In the event Christmas falls on a Monday, the Christmas Eve holiday shall be observed on the previous Friday. In the event Christmas falls on a Saturday, the Christmas holiday shall be observed on the following Monday.
- It is understood that no veteran will be denied Veteran's Day as his or her floating holiday as long as the floating holiday has not been used.
- Employees will be paid at their straight time hourly rate as holiday pay for these holidays. An employee called to work on a holiday shall be paid one and one half (1½) times the straight time hourly rate, plus receiving his/her holiday pay.
- To qualify for holiday pay, employees must work all regularly scheduled work time for one scheduled work day immediately preceding the holiday and one scheduled work day immediately following the holiday, unless on an excused absence or vacation.
- Floating Holiday: Upon successful completion of probationary period, one floating holiday is accrued on the first pay period of every year and must be used within that calendar year. It must be taken as one full day off only and may not be broken into hourly increments. It is not paid out upon termination of employment.
- If the holiday comes during the employee's vacation, he/she shall be granted an additional day off with pay at the beginning or end of his/her vacation period, or by mutual agreement at some other time.

#### 8. Bereavement Leave:

In the event that a death in the immediate family of an employee requires his/her absence from work, the employee may be absent up to three (3) days without loss of pay for the regular work days for which he/she should have worked but for his/her absence. Immediate family shall be defined as: spouse, parent, child, step child, sibling, mother/father in-law, brother/sister in-law, son/daughter in-law, grandparent of employee or spouse, grandchild of employee or spouse, step parent, registered domestic partner. A registered domestic partner is defined as one who is registered either with the State of Wisconsin or Employee Trust Funds.

The amount of time taken off should be reasonably necessary under all circumstances, such as time required in order for the employee to arrange for the funeral of the deceased and to attend the funeral of the deceased.

In the case of the death of an employee's or spouse's aunt, uncle, niece and nephew, the employee will be given paid funeral leave of one (1) day of the funeral only, provided the day of the funeral is the employee's scheduled workday and he/she attends the funeral. Funeral pay will not be given for employees on layoff, vacation or any kind of leaves of absence. Notice and reason for intended absence due to death in the immediate family is to be given promptly to the employee's department head.

#### 9. Compensatory Time:

Compensatory time is accumulated by non-exempt County employees on an emergency basis on other than regular working hours. Elected officials, Department Heads, Extension Agents, the Chief Deputy Sheriff and the Road Patrol Lieutenant are not eligible to receive compensatory time.

Compensatory time is accumulated only with the Department Head's prior approval in each instance. Compensatory time is accumulated at the rate of one and one-half hours of compensatory time for each hour worked over 40 hours per week. In instances where compensatory time has been authorized, the employee has the choice of whether to accumulate the extra work time as compensatory time or to be paid for it. Compensatory time may be accumulated up to a maximum of 40 hours per calendar year and it shall then in all instances be taken by the last pay period of the calendar year in which it was generated or it will be paid for by the last pay period of the year. Compensatory time off shall be by mutual agreement between the employee and his/her Department Head. Any eligible time over an accumulated 40 hours per year of compensatory time must be paid out. Notice of all accumulated compensatory time shall be reported to the County Clerk's Administrator's Office.

#### **10. Overtime:**

An employee may work extra hours and thereby accumulate either compensatory time or overtime only with the Department Head's prior approval. Employees who have the department Head's prior approval and who are directed to work beyond normal working hours, as specified in this handbook, and who make a proper election to be paid overtime, shall be paid straight time up to 40 hours per week and time-and-one-half payment for any work over 40 hours per week. All overtime must be reported to the County Clerk's Administrator's Office. Elected officials, Department Heads, Extension Agents, the Chief Deputy Sheriff, Road Patrol Lieutenant and all employees holding positions which are marked with an asterisk in this Handbook are not eligible to receive overtime.

Any employee called in to work at a time other than his/her regular schedule of hours, except where such hours are consecutively prior to or subsequent to the employee's regular schedule of hours, shall receive a minimum of two (2) hours of compensation.

The County has determined that employees listed on pages 4 through 8 of this Handbook with a designation of an asterisk (\*) are exempt from the provision Of Fair Labor Standards Act.

#### **11. Sick Leave:**

Sick leave is defined as an employee's absence from duty because of illness, bodily injury, diagnostic treatment, dental procedures, optician's services, exposure to contagious disease, attendance upon members of the immediate family whose illness requires the care of such employee. In the event there is evidence that an employee is claiming sick leave for the purpose other than defined, the employer may require that such employee verify the validity of his/her claim.

Sick leave is to be used by County employees when the employee or a member of his or her family is disabled by sickness or, in case of the employee, is sufficiently disabled by sickness to be unable to attend their county employment. Sick leave may also be used by the employee to attend medical appointments for themselves or for their immediate family (spouse or children). For care of a parent or parent-in-law, FMLA forms will need to be completed. All sick leaves must be reported biweekly to the County Clerk's Administrator's Office. Elected officials are not eligible to receive sick leave.

Sick leave accrues at the rate of one day per month on the staff person's anniversary date for full-time employees. Regular, part-time employees working at least 17 and 1/2 hours per week or 70 hours per month shall accrue sick leave at a rate of one-half of the sick leave generated by full-time employees. Up to 126 days of sick leave may be accrued.

Any full-time employee with reduction in full-time hours in the department where you work will have sick, vacation and holiday pay refigured on the previous calendar quarter based on the hours the employee actually worked.

Sick leave shall accumulate for not more than one-hundred twenty six (126) days.

A doctor's statement and/or completion of Family Medical Leave forms are required where more than three (3) consecutive days of sick leave are taken except in case of maternity leave. Richland County reserves the right to require a doctor's certificate in any case where sick leave has been or is proposed to be taken.

In the event an employee suffers an injury or illness in the course of performing his/her duties, the employee may use accumulated sick leave to make up the difference between what the employee receives from Worker's Compensation payments and his/her regular pay. The employee using sick leave under this section will be charged only for the portion of a full day's sick leave needed to supplement Worker's Compensation to equal the employee's full day's pay. An employee cannot collect more compensation than he/she would have been paid had he/she been working.

The following 3 paragraphs apply only to employees who were hired by Richland County prior to January 1, 2018. (This benefit is not available to employees hired after December 31, 2017.):

All accrued sick leave is lost when employment ceases, including when the individual is appointed to, or elected by the voters, to a full-time elected County position; exceptions are death, retirement or early retirement.

Any unused sick leave accumulated by the employee to a maximum of sixty (60) days at the time of death or retirement shall be paid to the employee in a lump sum upon death or retirement, provided that upon retirement the employee is eligible for retirement benefits under the Wisconsin Retirement Fund. In lieu of payment each such employee shall be offered the option of converting 90% of his/her eligible accumulated sick leave (up to 126 days) to payment toward health insurance premium. The employee election provided in this paragraph shall be in writing and shall be submitted to the County Clerk/Administrator. The employee may not change his/her election once it has been submitted.

Except as otherwise authorized in special circumstances, a Department Head shall leave a position vacant for such period of time as is necessary to recoup the cost of providing the benefit described in the preceding paragraph.

The following paragraph applies to employees who were hired by Richland County after December 31, 2017:

All accrued sick leave is lost when employment ceases, including when the individual is appointed to, or elected by the voters, to a full-time elected County position. Accrued but unused sick leave is not paid to employees when employment ceases.

## **12. Voluntary Sick Leave Donation:**

This policy is intended to provide financial assistance and support to regular full-time and regular part-time employees of the County who have exhausted all paid time off benefits and are unable to return to work due to a catastrophic illness or injury suffered by them.

A catastrophic illness is defined as "a prolonged non-occupational illness or injury which is life threatening as determined by the County Clerk/Administrator and supported by medical substantiation from the employee's treating physician, and would result in the employee having to go on unpaid leave of absence or terminate their employment."

Richland County employees may voluntarily donate up to three (3) sick days to a fellow worker who meets the above definition. All donations are irrevocable and will not be returned to the donating employee even if the recipient does not use the time. Only full days may be donated.

Time donated will be credited to the account of the recipient for use. Donated days will be paid at the rate of pay of the recipient. Unused donated days will not be paid out in any circumstance upon separation from employment. Recipients are eligible to receive up to 60 days of donated sick time under this policy.

The County Clerk/Administrator will maintain all records relating to this policy. The County reserves the right to modify or terminate this policy at any time with or without notice.

## **13. Vacation:**

For full-time employees, vacation shall be accrued based upon years of service and may be used as time is accrued after the employee has successfully completed the first six (6) months of employment. Vacation shall be accrued at the following rate: for newly-hired employees, one (1) work week after six (6) months of employment and one (1) additional work week after one (1) year of employment; two (2) work weeks after two (2) years of employment; three (3) work weeks after six (6) years of employment; four (4) work weeks after twelve (12) years of employment; five (5) work weeks after twenty-three (23) years of employment. Vacation must be used within Eighteen (18) month

following the employee's anniversary date. The Finance and Personnel Committee is authorized to extend this deadline if the employee has been unable to take their accrued vacation within 18 months due to unforeseen circumstances. Vacation time not taken in accordance with this paragraph is forfeited. While vacations may be taken at any time, County employees are required to notify their Department Head of their expected vacation dates as soon as they are known to the employee. All Department Heads shall have the authority to disapprove a County employee's proposed dates of vacation only if the proposed dates will disrupt the operation of that Department. If duplicate requested dates arise, the employee whose request was made first will be favored. Vacation days may be used singly or all at once. Regular, part-time employees who work at least half-time accrue vacation at one-half the rate for full-time employees. All vacation time must be reported biweekly to the County ~~Clerk's Administrator's~~ Office.

All vacation time shall be taken in no less than one half (1/2) hour increments, unless otherwise agreed.

Any full-time employee with reduction in full-time hours in the department where you work will have sick, vacation and holiday pay refigured on the previous calendar quarter based on the hours the employee actually worked.

Employees who terminate their employment or who are laid off will be paid for vacation previously earned and not received for the current year up to the date of termination on a pro-rated basis. (see page 21 Resignation/Retirement).

Upon retirement, early retirement or separation from employment, an employee or beneficiary shall receive payment for unused vacation benefits and this payment will be paid in one lump sum. Unused compensatory time and vacation or sick leave benefits cannot be used to extend out the date of retirement, early retirement or separation.

Elected officials are not eligible to receive vacation.

#### 14. Family and Medical Leave:

Employees must submit FMLA paperwork as soon as the medical need is known. The County follows Federal and State Family and Medical Leave provisions. The County ~~Clerk's Administrator's~~ office maintains the official documents for this leave and must be contacted for the information and official form as contained in the County's Family and Medical Leave Act Policy.

#### 15. Symons Employee Membership:

Employees of the Symon's Natatorium Complex are entitled to standard membership privileges at the Natatorium at no cost during the term of their employment there.

#### 16. Military Leave:

A leave of absence without pay shall be granted to employees in accordance with the Uniformed Service Employment and Re-employment Act with respect to reinstatement and seniority of employees entering or returning from Service in the armed forces of the United States.

Cr. 1/17/12, Res. 12-1; Eff. 1/15/13, Res. 13-17, 9. Modified; Eff. 1/21/14, Res. 18, Changes to Introductory change, 1., 2., 3., 6., 7., 8., 10., 12., & 13.; Eff. 3/18/14, Res. 14-48, changes to 2. & 7.; Eff. 3/17/15, Res. 15-44, 2. & 11. Modified; Eff. 8/18/15, Res. 15-106, 7. Add EMS column; Eff. 10/25/16, Res. 16-133, Introduction & 1. modified; Eff. 6/20/17, Res. 17-59, 11. Modified; Eff. 4/16/19, Res. 19-36, 12. Vacation modified; Eff. 8/20/19, Res. 19-88, 12. Vacation repealed and adopted; Eff. 10/29/19, Res. 19-125, 12. Vacation modified; Eff. 8/18/20, Res. 20-95, 9. Modified;

### RULES OF CONDUCT

Department heads are responsible to see that the provisions of this handbook are adhered to by themselves and by all of their subordinate county employees. Non-elected department heads who fail to see that their subordinates comply with this handbook or who fail themselves to comply with this handbook are subject to disciplinary action.

#### 1. Grounds for Termination:

Grounds for termination of employment or suspension with or without pay include but are not limited to the following:

- a. Incompetent job performance
- b. Frequent tardiness from employment
- c. Job-related dishonesty
- d. Repeated absence from employment

Formatted: Numbered + Level: 1 + Numbering Style: 1, 2, 3, ... + Start at: 1 + Alignment: Left + Aligned at: 0" + Indent at: 0.25"



- e. Breach of confidentiality
- f. Inappropriate use of sick time in violation of this Handbook and any other County policies
- g. Drinking or drug abuse on the job or being under the influence of alcohol or drugs while on the job
- h. Insubordination
- i. Conviction of job-related criminal offense or offenses
- j. Violation of the provisions of this Handbook, an addendum, or any other county policies
- k. Violation of County's Code of Ethics Resolution, which states as follows:

No Department Head or County employee shall:

- Use or attempt to use his or her position to secure any preferential or unlawful rights or advantages for himself or herself or others.
- Have a financial or other personal interest which is in conflict with the proper discharge of his or her duties.
- Disclose or use confidential information concerning Richland County to promote a private financial interest.
- Accept any substantial gift, in any form, from a person who has business dealings with Richland County. (See Ethics Policy).
- Use the County's tax exempt status for making personal purchases or for making purchases for non-County clubs or organizations.
- l. Elimination of job due to reorganization or lack of work.
- m. Elimination of job that has sunset per County Board Resolution.

## **2. Harassment:**

Unlawful harassment is prohibited. The County is committed to providing a professional work environment. This means that the County will not tolerate harassment directed at an employee, customer, or vendor, whether sexual harassment or harassment because of his/her age, race, creed, color, disability, marital status, national origin, ancestry, arrest record, conviction record, military service, or any other characteristic protected by federal, state or local law.

What kind of harassment is prohibited? The county's policy is to provide an atmosphere free from discriminatory intimidation, ridicule, and insult based on age, race, creed, color, disability, marital status, sex, national origin, ancestry, arrest record, conviction record, military service, or any other characteristic protected by federal, state or local law. For example, unwelcome jokes concerning an individual's age, race, or ethnicity are unacceptable.

What is sexual harassment? Unwelcome conduct of a sexual nature constitutes sexual harassment if any of the following apply:

- a. Submission to such conduct is explicitly or implicitly made a term or condition of employment; or
- b. Submission to or rejection to such conduct affects employment decisions; or
- c. Such conduct has the purpose or effect of creating a sexually hostile work environment.

The following are examples of unwelcome conduct that could violate this policy.

- a. Sexual advances or requests for sexual favors.
- b. Verbal conduct of a sexual nature, e.g., comments about an individual's body, physical attributes, sexual activities, etc.
- c. Displays of sexual nature, e.g., calendars, photographs, magazines, etc.
- d. Offensive sexual jokes.

What is unlawful harassment on the basis of other protected characteristics? Unlawful harassment may be based on an individual's race, religion, national origin, age, disability, or any other characteristic protected by federal, state, or local law.

Formatted: Numbered + Level: 1 + Numbering Style: 1, 2, 3, ... + Start at: 1 + Alignment: Left + Aligned at: 0" + Indent at: 0.25"

The following are examples of potentially harassing conduct:

- a. Comments regarding an individual's physical appearance or attributes.
- b. Mimicking an individual's accent or speech pattern.
- c. Use of racial or ethnic epithets.
- d. The telling of derogatory or offensive jokes.
- e. Harassing letters, emails, phone calls, or gifts.
- f. Comments about an individual's age or disability.

What should you do if you believe you are being harassed in violation of this policy? You must promptly report the conduct to the County Clerk/Administrator. Your complaint will be investigated promptly. The information you provide will be shared on a "need-to-know" basis. Failure to report any potential harassment, however, may result in disciplinary action, up to and including termination.

What should you do if you are aware of another employee, client, customer, or vendor, who, you believe, is being harassed in violation of this policy? You must promptly report your concerns as described in the immediately preceding paragraph. All employees, whether victims of harassment or not, are expected to bring violations of this policy to the attention of the County by informing one of the individuals described above. Failure to report any potential harassment, however, may result in disciplinary action, up to and including termination.

What should you do if a customer or vendor treats you or another employee of the county in a way that might violate this policy? You must promptly report the concerns as if a County employee or agent did the harassment. Failure to report any potential harassment, however, may result in disciplinary action, up to and including termination.

What will be done to those who violate this policy? Appropriate disciplinary action will be taken against any employee found to have violated this policy. Such discipline can range from termination of employment, suspension, demotion, or pay cut, to a warning. In the case of harassment by a customer or vendor, the County will act promptly to remedy the harassment and prevent further occurrences.

### **3. No retaliation:**

There will be no retaliation against anyone who, in good faith, makes a report of a potential violation of this policy or who assists in the investigation of such a complaint. Any County employee who retaliates against another employee for making a complaint under this policy will be subject to termination.

### **4. Violence in the Workplace:**

Violence in the workplace is prohibited. The County is committed to providing a safe and healthy work environment free from intimidation, threats, or acts of violence. The County will not tolerate threats or acts of violence directed by an employee towards others.

Violence is defined to include, but is not limited to, physical assault, aggressive behavior (either physical or verbal), intentional destruction of the County's property, intimidation through verbalized or implied threats, fighting on or off the County's premises during work time (regardless of who instigates the altercation), or destruction of another's property on the County's property or while on County business. Any reported threats or acts of violence will be investigated as a serious violation of this policy and will be grounds for disciplinary action, up to and including immediate termination.

Do not assume that any threat or act of violence is not serious. Any employee who believes he/she has been threatened with violence, has been a victim of an act of violence, either related to or on the job, or is aware of another individual who has been subjected to or threatened with violence must report this information to his/her supervisor, to another supervisor, or to the County Clerk/Administrator as soon as possible. The County will investigate such reports and take action appropriate to the situation. When necessary, the County will cooperate with local law enforcement agencies.

The County will not retaliate against any employee who in good faith reports potential violations of this policy. Therefore, failure to report a threat or act of violence may lead to disciplinary action, up to and including termination.

Cr. 1/17/12, Res. 12-1; Eff. 1821-14, Res. 14-18, changes to Grounds of Termination K.;

Formatted: Numbered + Level: 1 + Numbering Style: 1, 2, 3, ... + Start at: 1 + Alignment: Left + Aligned at: 0" + Indent at: 0.25"

Formatted: Heading 2

## **HIRING AND EMPLOYMENT CONSIDERATIONS**

Procedure for hiring, promotions, terminations, suspensions, demotions, disciplinary actions and dismissal. (Except as otherwise provided in the Wisconsin Statutes or in the addendums of Health and Human Services, Pine Valley Healthcare and Rehabilitation Center, Sheriff's Department, the Highway Department, and in Sheriff's Department Ordinance 89-7 as amended).

### **1. Hiring for Long-Term Vacancies (90 days or longer):**

Upon written or verbal notice of a vacancy, then:

- a. The Department Head shall immediately notify the ~~supervising committee and the County Clerk~~County Administrator, who shall in turn notify the Finance and Personnel Committee. In case of a vacancy in a Department Head position, the County Clerk shall perform the hiring steps which the Department Head would otherwise do.
- b. The County ~~Clerk Administrator~~ or Department Head shall then place an advertisement in the Richland Observer to run for at least two weeks. The County ~~Clerk Administrator~~ or Department Head must also send the advertisement to the MIS Department who shall advertise the position on the County website. The advertisement shall, at a minimum briefly describe the job position, necessary qualifications, where and how to apply for the position and include the sentence that the County is an equal opportunity employer. All applicants must be directed to fill out the application form attached as Addendum B to the County's Administrative Manual unless the department has its own approved application form.
- c. The Department Head or designee and the ~~applicable committee or board~~County Administrator may interview those applicants who appear from their written applications to be qualified for the job;
- d. Skills testing is required for all positions. The Department Head shall determine what skill tests are necessary and appropriate for each position and when in the hiring process to administer the tests. All tests shall be designed to determine whether the applicant has the basic skills and aptitude necessary to satisfactorily perform the job duties of the position. Department Heads may seek approval from ~~their supervisory committee and the Finance and Personnel Committee~~ the County Administrator to not administer skills testing for specific positions if skills testing is not necessary to determine if the applicant has the basic skills for the position.
- e. Background checks must be performed on all final candidates prior to making an offer of employment in accordance with department policy and state and federal law. Except as otherwise required by law, the scope of the background check shall be determined by the Department Head. The Department Head shall obtain a legal review if the background check reveals information that may be used adversely against the candidate.
- f. The ~~appropriate board or committee~~County Administrator, after receiving the recommendation of the Department Head, shall make the final decision as to who shall be hired;
- g. The County ~~Clerk Administrator~~ shall not pay wages to any County employee whose hiring has not been accomplished in accordance with the Administrative Manual Policy this paragraph or appropriate addendum.

### **2. Temporary Vacancies:**

Whenever it appears to the Department Head that a job position of a County Employee will be vacant for a period of less than 90 days, ~~then~~ the Department Head may hire a limited term employee with the approval of the County Administrator, on an emergency basis to fill that position, to expire when the employee returns to their position or the position is filled, ~~with approval of the Chairperson of the Department Head's supervising Committee and with written notice to the Finance and Personnel Committee and to the County Clerk;~~ All persons filling temporary vacancies under this paragraph shall be paid at the probationary rate for Grade 7A, Step 2 ???? in the County's Job Classification and Salary Plan.

### **3. Probation Period:**

All County employees who are new to a full-time or part-time County position shall serve a probation period the length of which shall not be less than 6 months in duration. All Temporary/Casual County employees are required to work a minimum of 910 hours as their probationary period. The purpose of the probation period is merely to require that the job performance of all employees who are new to a County position is reviewed within a fixed period

from the employee's start of work in any position. The purpose of this initial review is to determine:

- a. If the employee is to continue in the position in regular status, or
- b. If the employee's employment in the position is to be terminated. No inference is to arise from the use of the terms "probation" or "probation period" that any employee has, upon the successful conclusion of that employee's probation period, any job security than is otherwise expressly set forth in these Personnel Policies.

Formatted: Indent: Left: 0.25", Bulleted + Level: 3 +  
Aligned at: 1.25" + Tab after: 1.5" + Indent at: 1.5", Tab  
stops: Not at 1.5"

Any employee's probation period can be extended up to a maximum of an additional six months. The granting of extensions shall be by the ~~Finance and Personnel Committee~~County Administrator, after receiving the recommendation of the Department Head. Employees whose probation periods are extended are not eligible to receive their post-probation salary increases until the end of their probation period, as extended.

Department heads shall submit to the ~~supervising committee of the department~~County Administrator a written evaluation of the performance of each employee on probation in the department and also a recommendation as to whether or not that employee merits the continuation of regular status as a County employee. Written notice shall be given to the affected employee before the end of the employee's probation period. If the affected employee has not satisfactorily completed his or her probation period so that his or her county employment is to be terminated or if the affected employee's probation period is to be extended. Department heads shall immediately notify the ~~County Clerk's Office~~County Administrator's office as to the employment status of their probation employees as soon as that status has been determined by the department's supervising committee.

~~The Personnel and Finance Committee shall be notified in Closed Session of any employee who has been terminated or had his or her probation period extended. This notification shall be provided at a regularly scheduled Finance and Personnel Committee meeting immediately following the termination or placement on extended probation.???~~

Probationary employees may be terminated at any time at the discretion of the Department Head. Discharges during the probationary period shall not be subject to the grievance procedure.

#### 4. Reclassification:

Reclassification of an existing position shall be undertaken only by County Board. The basis of all reclassifications shall be changed, increased duties of the position being reclassified. Unless the reclassification Resolution states otherwise, all incumbents of reclassified positions shall start in the reclassified position at the after probation rate for the reclassified position.

#### 5. Discipline, Suspension or Dismissal of an Employee:

If it is necessary to discipline, suspend or dismiss an employee, a notice in advance will be given as follows:

- a. First step. The Department Head shall discuss and document in a timely manner all problems relating to the employee's job performance with the employee. In all cases in which continuation of the unsatisfactory performance could lead to discipline, suspension and/or termination, the Department Head shall give the affected County employee written notice of the nature of the problem.
- b. If the employee fails in the opinion of the Department Head to correct adequately the problem giving rise to the above notice within the allowed time period, the Department Head shall present the issue to the ~~Finance and Personnel Committee~~County Administrator for advice and consultation. The department head and the ~~Finance and Personnel Committee~~County Administrator will discuss what, if any, job action is to be taken relative to an employee. The department head has the authority to take disciplinary action up to three (3) days suspension without pay provided the department head has notified the ~~Finance and Personnel Committee~~County Administrator of the decision.
- c. The above steps in the process of disciplining an employee serve only as a guide and can be bypassed in appropriate situations as determined by the Department Head and/or ~~Finance and Personnel Committee~~County Administrator.
- d. The department head shall not have the authority to terminate a non-probationary employee. All terminations must be presented to the ~~Finance and Personnel Committee~~County Administrator for review and final approval. ~~Prior to the termination, the Finance and Personnel Committee shall insure that the affected employee is given written notice that termination of the employee has been proposed and the~~

~~reasons therefore. The employee shall also receive written notice, in accordance with the provisions of the Wisconsin Open Meetings Law, of the time, date, and place of the Finance and Personnel Committee's meeting when such termination is to take place. Nothing in this section shall prevent the Finance and Personnel Committee from suspending the employee without pay pending the meeting referenced therein.???~~

- e. The Richland County Discipline/Termination Grievance Policy and Procedures are to be followed should an employee decide to file a grievance. See Appendix A.
- f. The process outlined above shall not apply to terminations due to reorganization, lack of work or the sunset of a position.
- g. In the case of a department head, the ~~supervising committee~~County Administrator will follow the above procedure.

#### 6. Non-Disciplinary Termination/Layoff:

Non-disciplinary termination/layoff due to reorganization or lack of work:

- a. **Elimination of Position:**

Whenever it becomes necessary, in the interest of economy or because the necessity for the position involved no longer exists or because of reorganization or lack of work, the County Board may abolish any position covered by this policy. Any employee holding such an abolished position shall be laid off.

- b. **Layoff:**

When the County determines that a layoff shall occur, in whole or in part, in a department, length of hire will be a secondary consideration, behind department needs, position title, skill needs and performance reviews. If two or more employees are equally qualified, the least senior employee shall be the first laid off. Employees rehired within a year of their lay off will maintain their original date of employment and any unused accrued sick leave benefits.

- c. **Recall:**

Recall will be at the discretion of the department head unless the County Board initiated the layoff.

#### 7. Resignation/Retirement:

Employees shall submit upon resignation or retirement a letter giving 2 weeks' notice their last day of work. Employees who fail to give such notice shall forfeit any payout of accrued sick leave and/or vacation. The ~~supervising committee for the department in which the employee works~~County Administrator shall take action to accept the written notice of resignation or retirement. Unused compensatory time and vacation or sick leave time benefits cannot be used to extend out the date of retirement, early retirement or separation.

#### 8. Concerns:

A "Concern" is a claim by an employee that the County has not complied with this Handbook of Personnel Policies and Work Rules or related addendum, or other county policies.

Employees, who have such a concern, shall present the concern to the department head. Concerns shall be presented in writing and shall be acted upon by the department head within five (5) working days whenever possible.

Employees who are dissatisfied with the department head's written response to their concern may then, within two (2) weeks of receiving the department head's response, appeal to the ~~Personnel and Finance Committee~~County Administrator by filing a written statement of the concern ~~with the County Clerk, who shall then forward the concern.~~ Employees who are dissatisfied with the County Administrator's written response to their concern may then, within two (2) weeks of receiving the County Administrator's response may appeal to the Finance and Personnel Committee, who shall act upon the concern, with notice to the employee, at its next meeting.

Concerns, as defined herein, by employees that relate to actions of their department heads shall be presented, in writing by the employee directly to the County Clerk, who shall forward the concern to ~~the Finance and Personnel Committee~~County Administrator, who shall act upon the concern at its next meeting.

The decision of the Finance and Personnel Committee shall be final.

Concerns involving discipline or termination shall follow the Richland County Discipline/Termination Grievance

Policy and Procedures (see Appendix A).

Concerns involving situations concerning work place safety shall follow the Workplace Safety Grievance Policy and Procedure (see Appendix B).

## 9. Policy on Nepotism:

- a. If a department head becomes aware that a person in a supervisory position in his or her department is a relative, significant other or domestic partner of a subordinate of that supervisor, the department head shall immediately report that fact to the ~~County Clerk~~County Administrator;
- b. Any full-time or part-time County employee or supervisor must inform the person's department head within 30 days of the person becoming a relative, significant other or domestic partner of a supervisor or subordinate in the same department of County government;
- c. ~~Upon receiving facts set forth in paragraph a herein, the County Clerk shall promptly convey the facts to the Chair of the Finance and Personnel Committee;~~
- d.c. "Relative" means spouse, parent, grandparent, grandchild, child, brother, sister, niece, nephew, aunt and uncle;
- e.d. "Significant other" means a person with whom the employee co-habits;
- f.e. A registered domestic partner is defined as one who is registered either with the State of Wisconsin or Employee Trust Funds.
- g.f. Applicants for County positions shall not be hired if the employment would place the applicant in the situation described in paragraph a herein.
- h.g. No County employee shall be assigned, transferred or promoted if the resulting employment would place the employee in the situation described in paragraph a herein.
- i.h. The ~~Finance and Personnel Committee~~County Administrator is hereby authorized and directed to arrive at a reasonable solution to the relationship described in paragraph a herein, while making every effort to have each affected County employee continue in his or her County employment.
- j.i. This subsection shall not apply to temporary, casual or call-in County employees.

Cr. 1/17/12, Res. 12-1; Eff. 1/15/13, Res. 13-17, 7. Reworded, 8 & 9 renumbered; Eff. 1/21/14, Res. 14-18, changes to 1., 2., 3., 5.a., 6.a. & b. and 9; Eff. 7/17/18, Res 18-99, 1.b. rewording; Eff. 12/10/19, Res. 19-148, 7. Modified;

## REIMBURSEMENTS

### 1. Lodging:

Policy as to reimbursement for overnight lodging:

- a. Actual expenses for the standard room rate will be reimbursed, not to exceed the governmental rate. Department heads have the authority to approve lodging expenses for employee attendance at training and seminars if the standard room rate is the same as or does not exceed the government rate.
- b. Approval by the Department Head is required where lodging expenses for employee attendance at training and seminars will exceed the government rate.
- c. All registration fees are to be paid in advance so as to take advantage of any available discounts.
- d. All lodging reservations are to be made in advance and the proper paperwork be in place so as to eliminate sales and room tax charges on lodging.
- e. Sheriff's Department prisoner transports are exempt from the requirement to comply with the governmental rate for lodging.
- f. Employee attendance at training and seminars where lodging expenses are involved which are more than the governmental rate and where the ~~supervising committee~~County Administrator will not approve the costs exceeding the governmental rate may be attended by the employee if the employee agrees to pay the lodging costs which exceed the governmental rate.
- g. Receipts must be submitted in all cases & copy of how employee paid for lodging???
- h. When more than one employee is in attendance, sharing rooms when appropriate is encouraged.

**Formatted:** Indent: Left: 0.25", Numbered + Level: 1 + Numbering Style: a, b, c, ... + Start at: 3 + Alignment: Left + Aligned at: 1" + Tab after: 1.25" + Indent at: 1.25", Tab stops: Not at 1.25"

**Formatted:** Indent: Left: 0.25", Numbered + Level: 1 + Numbering Style: a, b, c, ... + Start at: 3 + Alignment: Left + Aligned at: 1" + Tab after: 1.25" + Indent at: 1.25"

**Formatted:** Numbered + Level: 1 + Numbering Style: a, b, c, ... + Start at: 1 + Alignment: Left + Aligned at: 0.25" + Tab after: 0.5" + Indent at: 0.5"

- i. When an officer or employee is accompanied by his or her spouse, the additional expense over that otherwise reimbursed shall be paid by the individual employee.

## 2. Meals:

Policy as to reimbursement for meals:

- a. Actual expenses for meals shall be reimbursed in amounts not to exceed \$25.00/day.
- b. Alcoholic beverage is not a reimbursable expense.
- c. The above limitations shall not include applicable sales tax which shall be reimbursed, and gratuities which shall be reimbursed up to a maximum of 15% of the amount of the bill.
- d. Detailed, itemized receipts shall be required in all cases. (Lodging invoices indicating "room service" charges will not suffice.)
- e. Reimbursement of meals is only warranted when traveling out of the county on county business. All employee' meal reimbursements must be approved by the department head.

Formatted: Indent: Left: 0.25", Numbered + Level: 1 + Numbering Style: a, b, c, ... + Start at: 1 + Alignment: Left + Aligned at: 0.5" + Indent at: 0.75"

## 3. Mileage:

Mileage for county related business will be reimbursed at the IRS State rate in effect when the miles were driven.

## 4. Other Expenses:

Reimbursement may be paid for other business related expenses in an amount reasonable under the circumstances, and if approved by the employee's appropriate County Board Committee County Administrator.

## 5. Registration Fees:

When registration fees for attendance at a duly authorized convention, seminar or meeting include the costs of meals and lodging, no other reimbursement shall be allowed.

## 6. Expense Vouchers:

Expense vouchers must be submitted to the County Clerk's Office within 90 days from the time that the expense is incurred, except that the Audit Committee may grant an extension when that committee deems it appropriate.

Approved expenses shall be paid at the first payday after approval, by direct deposit to the employee's account in the same manner as salaries are paid. Approved expenses for reimbursement through payroll shall include only lodging, meals, mileage, parking and registration fees.

Cr. 1/17/12, Res. 12-1; Eff. 9/18/21, Res. 12-103, 6, amended; Eff. 1/21/14, Res. 14-18, changes to 3. and 7.; Eff. 8/18/15, Res. 15-106, 2, modified; Eff. 7/20/21, Res. 21-100, 2, Modified;

## MISCELLANEOUS PERSONNEL PROVISIONS

(Health and Human Services, Pine Valley Healthcare and Rehabilitation Center, Sheriff's Department, Highway Department – See Addendum).

### 1. Change of address or status:

It is each employee's responsibility to report changes in marital status, dependents, legal name, residences and mailing addresses, phone numbers, direct deposit information, beneficiary information, emergency contacts, and any information that may affect his/her tax withholdings or benefits. This information is necessary as it may affect your compensation, dependent's eligibility for medical insurance, and other important matters. To update any of this information, please notify the County Clerk's Administrator Office.

### 2. Official County Bulletin Board:

The official County bulletin board is located in the ground floor entrance lobby. This bulletin board is for posting information of importance to employees and the public.

### 3. Employee Bulletin Board:

Permission is granted to post legitimate non-political notices on a bulletin board designated by department head for

use by Employees.

#### **4. Equipment:**

Employees are to report to their Department Head any equipment in need of repair or replacement. Employees will be required to pay for the repair or replacement of any items maliciously damaged. County supplies and equipment are not to be used for personal purposes, except that this sentence does not apply to the District Attorney or to those employees who are otherwise authorized to use County vehicles for their personal use. If supplies are low, employees should notify their Department Head.

#### **5. Telephone Policies:**

Use of County telephones and county cellular phones for personal long distance calls is not permitted. Employees should limit the amount of personal phone calls they make during working time.

#### **6. Notification of absence:**

County employees must in all instances notify their Department Head when they are unable to report to work. ~~All absences from regular hours of employment must be for a reason set forth in this Handbook and all such absences must be reported to the County clerk's Office at the end of each month. ??????~~

#### **7. Weather Conditions:**

Employees shall be paid for what would have been their normal working hours on days in which their offices are closed by the County Administrator in consultation with the County Board Chairman (Will closing decision be made by the Administrator alone or with the Chair?). On any other day in which the employee is unable to reach their office due to weather conditions, the employee has the option of treating such absence as either sick leave or vacation.

#### **8. Jury Duty:**

Employees shall be excused with full pay for jury duty. Employees not selected as jurors for a case shall report promptly back to their County employment.

#### **9. Ambulance or Fire Department Volunteers:**

It is the policy of Richland County that every effort be made to permit on-duty, County officers and employees who are ambulance or fire department volunteers to respond to ambulance/fire emergencies.

- a. Employees shall not schedule regular ambulance duty during scheduled work hours unless a prior arrangement has been made with the department head. An earlier cut-off time or later start time may need to be considered to assure return from ambulance runs and prompt start time or completion of shift.
- b. In the event of a serious community need for fire or ambulance, the on-site supervisor will determine which employees may leave their work situations to respond. Every effort will be made to allow the volunteer employee to respond to the call, if not immediately, as soon as a relief person can be obtained. If the employee's position is integral to the County's operations, as in the following situations, this may prevent the employee from responding:
  - The employee's absence from his or her duty station may result in potential or serious adverse effect to life or safety of individuals.
  - The employee's absence may place the County at risk of non-compliance with State or Federal regulations.
  - If, in the supervisor's judgment, the absence of that/those volunteer employee or employees would cause irreparable damage to the County's operations.
- c. The volunteer will not be paid by the County for hours not worked.
- d. If absence/tardiness is due to the employee's response to emergency fire or ambulance calls, this will be taken into consideration when applying facility attendance policies.
- e. Every effort should be made by incident command to early release County employees according to their job responsibility and the requirements of the County or of the emergency.



**10. Break Room:**

A break room when feasible is provided for employees.

**11. Credit Union:**

Employees may authorize money to be deducted from their paycheck to go to the Credit Union upon the filing of appropriate forms with the County Clerk's Administrator's Office.

**12. Deferred Compensation:**

Employees may authorize money to be deducted from their paycheck to go to the Deferred Compensation Program upon the filing of appropriate forms with the County Clerk's Administrator's Office.

**13. Use of Computers, Software & Internet:**

County employees are to follow the policies on the use of County-owned computers and software and the use of the internet by county Employees which are set forth in the Richland County Computer and Internet Use Policy in Appendix C in this Handbook. Departments are to consult and cooperate with the Management Information Systems Department on all computer, networking, printer and peripheral purchases.

**14. Picture Identification Badge:**

The County shall provide each full-time and part-time County employee with a picture identification tag which shall be worn at work and/or displayed at the discretion of the employee's department head. These identification tags shall be turned in to the County Clerk-Administrator at the termination of the employee's County employment.

**15. Training Opportunities:**

Employees will be provided training opportunities to enhance job performance and to advance career opportunities subject to budgetary constraints.

**16. Gifts or Gratuities:**

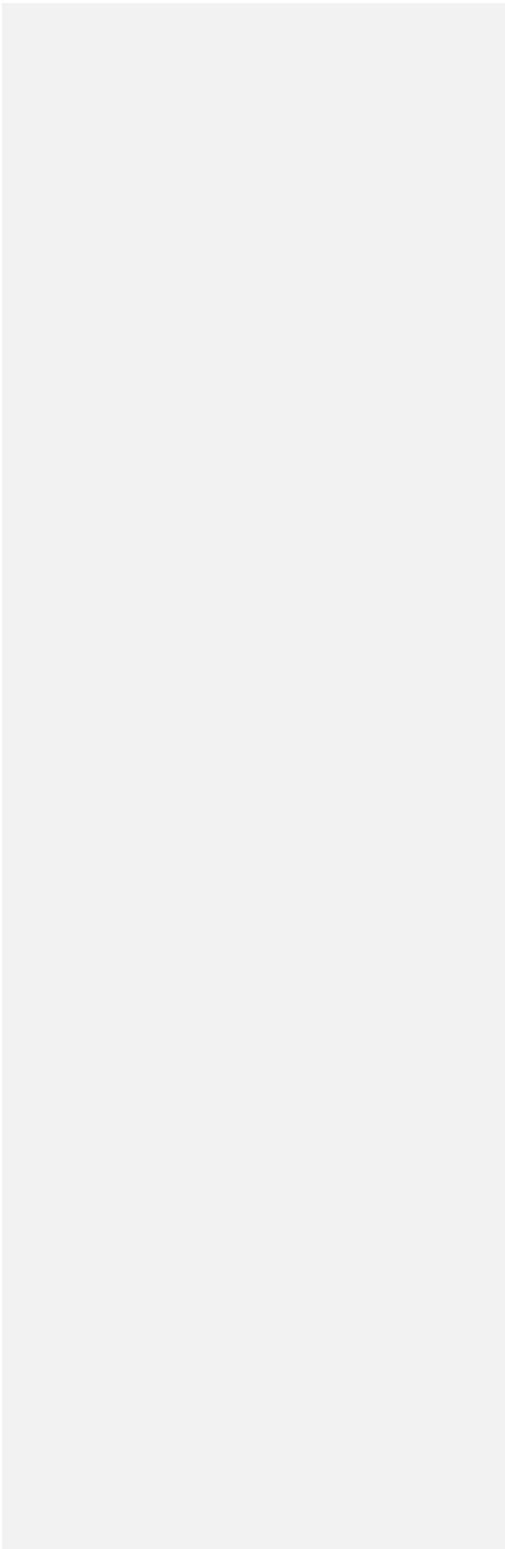
No employee shall accept compensation, gift, or gratuity of nominal value from any person, persons, or organizations which may be involved in the decisions made or influenced him/her, or which would otherwise create a conflict between his/her duty and the public interest and his/her private interest. Refer to Richland County Ethics Policy.

**17. County Workspaces and Personal Property:**

Employees shall have no expectation of privacy with respect to any item or document stored in or on County-owned property. The County may, at any time, conduct a search of its property, regardless of whether the searched areas are locked or unlocked. The County does not assume any responsibility for loss, theft or damages to an employee's personal property. The County is not liable for vandalism, theft or damage to employee cars parked on County property. Upon separation from employment, employees shall promptly return any County property that is in their possession.

Cr. 1/17/12, Res. 12-1; Eff. 1/21/14, Res. 14-18, changes to 11. & 12., renumber 13 – 14; Eff. 1/21/20, Res 20-10, 8. Jury Duty modified;

I



**RICHLAND COUNTY**  
**EMPLOYEE HANDBOOK**

**18. RECEIPT AND ACKNOWLEDGMENT**

This Employee Handbook (the "Handbook") is an important document intended to help you become acquainted with Richland County (the "County"). This Handbook will serve as a guide; it is not the final word in all cases. Individual circumstances may call for individual attention. Additional information about many of these policies and programs is available from the County ~~Clerk's-Administrator's~~ Office. Please take advantage of these resources to ensure that you are fully aware of your rights and responsibilities as an employee of the County.

By signing below, I agree to the accuracy of all the following statements:

I acknowledge having received a copy of Richland County's Employee Handbook, dated ~~January 21, 2014~~~~December ?~~, acknowledge and understand that it is my responsibility to read, familiarize myself with, and understand all of the provisions of the Handbook. To the extent I had any questions regarding the Handbook; I have asked the appropriate person and have received a sufficient answer. I further acknowledge that I will seek clarification from the County ~~Clerk's-Administrator's~~ Office if I have any questions in the future.

I understand and acknowledge that the County reserves the right, as allowed by law, to unilaterally interpret, change, modify, suspend, amend, delete, or cancel any provision of this Handbook or procedures or benefits discussed herein at any time, without advance notice, in its sole discretion.

I further understand and acknowledge that nothing in this Handbook creates or is intended to create a promise or representation of continued employment and that employment at the County is "at will" to the extent allowed by applicable law. This means that the County cannot guarantee me or any employee continued employment for any definite period of time. I understand that I have the right to terminate my employment at any time, for any reason or no reason, and the County retains the same right to terminate my employment at any time, as allowed by applicable law, unless I have a written agreement signed by myself and an authorized representative of the Richland County ~~Board~~~~(Would this be the Administrator?)~~ stating otherwise.

I acknowledge and understand that this Handbook supersedes all prior practices, customs, and procedures, including any other representations, verbal or written, by any employee or representative of the County.

\_\_\_\_\_  
Employee's Printed Name

\_\_\_\_\_  
Position

\_\_\_\_\_  
Employee's Signature

\_\_\_\_\_  
Date

A signed original copy of this form must be ~~given~~~~returned~~ to the County ~~Clerk~~~~Administrator's Office~~~~-It~~~~to~~  
~~will~~ be filed in your personnel file.

---

## **PINE VALLEY ADDENDUMS AND ADDITIONS TO RICHLAND COUNTY PERSONNEL POLICIES**

Updated as 11/5/21

## Contents

1. Definitions.....	54
2. Extent of the Handbook .....	54
3. Management Rights: .....	54
4. Equal Opportunity Policy: .....	5
5. Terms and Conditions of Employment.....	5
a. Office Hours: .....	5
• Normal work hours:.....	5
• Work Day: .....	5
• Work Week:.....	65
• Schedules:.....	65
b. Call Back Pay: .....	6
c. Pay Period:.....	6
d. Time Paid .....	6
• Full-time:.....	6
• Part-time:.....	6
• Call-in: .....	6
• Wages: .....	76
• Shift Differential: .....	76
• Weekend Differential: .....	76
e. Accident and Injuries: .....	7
f. Health Examinations: .....	7
g. Breaks: .....	87
h. Lactation Accommodation: .....	87
• Procedure: .....	87
i. Leave of Absence:.....	8
j. Flexible Work Schedule:.....	98
k. Length of Service: .....	98
l. Performance Evaluations: .....	98
m. Personnel File: .....	9
n. Time Clock and Badges: .....	109
Compensation and Fringe Benefits for Full and Part-time Employees .....	109
1. Health Insurance: .....	109
2. Dental Insurance: .....	10
3. Retirement Plan.....	10
4. Life Insurance .....	10
5. Section 125 Flex.....	10
6. Holidays:.....	10
7. Bereavement: .....	11
8. Compensatory Time: .....	11
9. Overtime: .....	1244
10. Sick Leave: .....	1244
11. Accrued Sick Leave:.....	12
12. Days in Bank: .....	1342
13. Workers Compensation: .....	1342
14. Voluntary Sick Leave Donation:.....	1342
15. Unused Sick Time: .....	13

16. Vacation: .....	13
17. Resignation/Retirement Notice: .....	<del>1443</del>
18. Family and Medical Leave: .....	<del>1443</del>
19. Symons Complex Employee Privileges: .....	<del>1443</del>
20. Military Leave: .....	<del>1443</del>
Rules of Conduct .....	14
1. Department Heads' Responsibility: .....	14
2. Grounds for Termination or Suspension: .....	14
3. No Department Head or County employee shall: .....	<del>1645</del>
4. Grievances .....	16
5. Sexual Harassment Policy: .....	16
6. Violence in the Workplace: .....	16
7. Grievances: .....	16
Procedures for Hiring, Disciplinary Action, Suspensions, Dismissal and Layoff: .....	16
1. Hiring: .....	16
2. Temporary Vacancies: .....	17
3. Probation Period: .....	17
4. Reclassification: .....	<del>1847</del>
5. Dismissal or Suspension: .....	<del>1847</del>
6. Termination/Layoff/Reduction of Hours due to Lack of Work: .....	18
7. Non-disciplinary Termination/Layoff .....	18
8. Complaints Procedures .....	<del>1948</del>
Reimbursement .....	<del>1948</del>
1. Lodging: .....	<del>1948</del>
2. Meals: .....	<del>1948</del>
a. Mileage: .....	<del>1948</del>
b. Other Expenses .....	<del>1948</del>
c. Registration Fees .....	<del>1948</del>
d. Expense Vouchers .....	<del>1948</del>
Miscellaneous Personnel Provisions: .....	19
1. Change of Address or Status: .....	19
2. Official County Bulletin Board: .....	19
3. Employee Bulletin Board: .....	19
4. Equipment: .....	19
5. Telephone Policies: .....	19
6. Weather Conditions: .....	<del>2049</del>
7. Jury Duty: .....	<del>2049</del>
8. Ambulance or Fire Department Volunteers: .....	<del>2049</del>
9. Break Room: .....	<del>2049</del>
10. Credit Union/Deferred Compensation: .....	<del>2049</del>
11. Use of Computers, Software & Internet: .....	<del>2049</del>
12. Picture Identification Badge: .....	<del>2049</del>
13. Training Opportunities/In-service Education: .....	20
14. Gifts or Gratuities: .....	20
15. Parking: .....	20
16. Service Awards: .....	<del>2120</del>
17. Suggestion box: .....	<del>2120</del>
18. Professional Ethics: .....	<del>2120</del>
19. Mail: .....	<del>2120</del>

20.	Resignation: .....	21
21.	Smoking Regulations:.....	21
22.	Fire & Disaster Plan:.....	21
23.	Security: .....	21
24.	Lost and Found:.....	<del>22</del> 24

**RICHLAND COUNTY  
PINE VALLEY COMMUNITY VILLAGE  
ADDENDUM TO PERSONNEL POLICIES  
SUBJECT TO APPROVAL BY PINE VALLEY BOARD OF TRUSTEES**

This addendum has been prepared as a supplement to the Richland County Handbook of Personnel Policies as it relates to employees of Pine Valley Community Village. In the case of a direct conflict between the Handbook and this addendum, this addendum shall control.

**1. Definitions**

Refer to County Handbook

**2. Extent of the Handbook**

The Finance and Personnel Committee shall have jurisdiction over all personnel matters relating to County Employees which are dealt with in this Handbook except as it pertains to Pine Valley Community Village staff for those items listed in Addendum. Hiring, firing and disciplinary actions will be made at the department head level. Prior to discharge or suspension, consultation/notice to the labor attorney and supervising committee may be made. Reclassification or changes in salary levels will be recommended to the supervising committee, County Personnel Committee and County Board.

**3. Management Rights:**

Refer to County Handbook

**4. Equal Opportunity Policy:**

Refer to County Handbook

**5. Terms and Conditions of Employment**

**a. Office Hours:**

- **Normal work hours:**

Shall be 8:00 A.M. to 4:15 P.M. Monday through Friday for Department Heads and Administrative Personnel. The normal work hours for Licensed Nursing Personnel shall be 6:00 A.M. to 2:15 P.M., 2:00 P.M. to 10:15 P.M., 10:00 P.M. to 6:15 A.M. The [Pine Valley](#) Administrator/Department Head shall have the right to change work hours based on facility needs and with reasonable notice to affected employees. Some departments may flex hours to better meet Resident/Family needs.

- **Work Day:**

The normal work day shall consist of one (1) consecutive eight and one-quarter (8:15) hour shift including a twenty (20) minute rest period scheduled by supervisor, and a one-half (1/2) hour unpaid meal period. Employees working on a shift other than eight and one-quarter (8:15) hours shall receive meal and break periods pursuant of the current practice.

The paid time per shift shall be 8.00 hours for the following positions:

Director of Nursing  
Administrative Assistant  
Social Services Supervisor  
Social Worker



Human Resources Director  
Registered Nurse Manager  
Registered Nurse Supervisor  
Manager of Information Systems  
Nursing Administrative Assistant  
Food Services Supervisor  
~~Fiscal Clerk~~  
Activity Aide  
Payroll & Accounts Payable Clerk  
Billing Specialist

- **Work Week:**

The normal work week for full-time employees shall consist of at least nine (9) work days in a fourteen (14) calendar day period.

- **Schedules:**

Schedules of work shall be posted one (1) month in advance. The shift schedule system will be maintained, except that upon a determination by the Pine Valley Administrator that a change in the schedules and hours of work is necessary. The Pine Valley Administrator shall have the prerogative to initiate modifications in schedules and hours of work upon 2 week's notice to the employees.

- The Pine Valley Administrator is authorized to temporarily reduce the number of work hours of a consenting full-time employee, if it is in the best interest of the Department.

**b. Call Back Pay:**

Maintenance called to work outside and not consecutive with their assigned shift will be given a minimum of two (2) hours of straight time pay, or pay at the applicable rate for time worked, whichever is greater. Refer to Handbook of Personnel Policies.

**c. Pay Period:**

All employees shall be paid every other Friday by direct deposit. If a payday falls on a holiday, the payday will be the day prior to the holiday. Employees will register with the Richland County payroll system (ESS) to retrieve their paycheck information.

**d. Time Paid**

Employment Categories: A work day is defined as the equivalent of one (1) 7 ¾ hour shift. All paid time shall be considered time worked for the purpose of computing overtime.

- **Full-time:**

Employees working at least 9 days or 69.75 hours in a 14 day pay period in a designated full time position.

- **Part-time:**

Employees working at least six (6) days or 46.50 hours in a 14 day pay period in a designated part-time position.

- **Call-in:**

Employees who have less than six (6) scheduled shifts or 46.50 hours in a 14 day pay period in

a designated call-in position.

- **Wages:**

Pay will be on an hourly basis. Any hours absent from work and not covered by a benefit day, will not be paid and a report forwarded to the Pine Valley Administrator, indicating such.

A person who posts to a new classification will be paid her/his existing rate or the hire rate of the new job, whichever is higher, for ninety (90) calendar days, after which he/she will be paid as if she/he had been assigned to the new classification on the day she/he was hired.

- **Shift Differential:**

Registered Nurses, Licensed Practical Nurses, Nursing Assistants and Maintenance Workers, except those employees whose positions are listed in section F 8 under the heading "Compensatory Time", ~~and call-in RN's, LPN's, Personal Care Workers, Resident Assistants, Medication Aide and~~ CNA's who receive hourly "premium pay" whose shifts begin at or after 2:00 p.m. receive a premium of \$1.50 per hour added to their base rate, except persons and those whose shifts begin at or after 10:00 p.m. receive a premium of \$3.00 per hour premium, added to their base rate. ~~If shifts which presently start at or after these hours are changed to an earlier hour, the premium will apply to such earlier shifts~~ Maintenance Workers whose shift begins at or after 2:00 p.m. receive a premium of 25¢ per hour and if Maintenance Worker shift begins at or after 10:00 p.m. receive a 30¢ per hour premium added to the base rate.

- **Weekend Differential:**

All Employees, except those employees whose positions are listed in Section F 8 under the heading "Compensatory Time", ~~and call-in RN's, LPN's, Personal Care Workers, Resident Assistant, Medication Aide and~~ CNA's who receive hourly premium pay, whose shifts begin on or after 2:00 p.m. receive for whose shifts begin on or after 10:00 p.m. Friday nights and whose shift extends to or until 10:00 p.m. Sunday will receive \$1.50 per hour premium in addition to regular rate of pay.

**e. Accident and Injuries:**

All incidents and accidents involving employees or visitors will be reported immediately to a supervisor and an incident report completed and routed to the various depts. All employees are covered by Worker's Compensation Insurance.

Employees who are injured while on the job should report their injury to a nurse on duty immediately following the accident. Should the employee find it necessary to see a Health Care Provider, a "Request to Doctor" form must be hand carried by the employee to the provider at the time of the appointment. The employee should report to their supervisor if a Health Care Provider has been seen and return the "Physician Report on Injured Employee" form to the Business Office. Late incident reports or failure to follow facility safety policies may result in disciplinary action.

**f. Health Examinations:**

Each new employee shall be required to have a physician, licensed to practice medicine in the State of Wisconsin, certify that the individual is free of communicable disease and is physically able to perform the job with or without accommodation. ~~Physical Therapy also screens employees for fitness for duty post job offer.~~

A two-step Mantoux skin test will be given at Pine Valley Mantoux was given if the results are negative. Every employee will receive a Tuberculosis Screening Questionnaire annually.

Employees who have had a positive skin test will be required to complete an employee health Tuberculosis Screening Questionnaire annually. If the employee does not have any symptoms of the disease, they are not required to have a chest x-ray.

Failure to obtain the tuberculin test during the month that it is due will mean suspension from work until the employer receives verification that the employee has had a test.

**g. Breaks:**

Employees working a full 7 3/4-hour shift will be entitled to one paid 20-minute coffee break per day. Employees working less than a 6 hour shift a day but at least 4 hours will receive a 10 minute paid break. Employees who work 6 or more hours will be scheduled for a 30-minute unpaid break.

**h. Lactation Accommodation:**

During their shift. To comply with state and federal laws regarding lactation breaks. It is the policy of this nursing facility to accommodate nursing mothers' who desire to express breast milk. This will apply to willing mothers for children up to one year of age. Flexibility in scheduling this employee's breaks to accommodate the usual feeding times of the child will be considered. Pumping usually takes 15-20 minutes and may be needed 2-3 times during an 8-hours shift. If the activity will exceed the paid break times allowed by the facility, unpaid time may be used to complete the process. (Staff would need to punch out and punch back in when completed).

• **Procedure:**

- 1) Employee will inform their supervisor if they wish to express breast milk during their work hours.
- 2) A private place close to the employee's work unit will be mutually agreed upon for the activity to take place. Ways to ensure privacy during the activity will be mutually agreed upon by the employee and supervisor. (What the sign will say to limit other staff entry, provide a room with a lock on the door if possible, window covering, etc.)
- 3) The selected room should have a table, chair, electricity and if possible, running water and close access to a refrigerator.
- 4) Jokes or harassment based on this activity will not be tolerated.
- 5) If the employee is not satisfied with the lactation arrangements, they should speak with their supervisor or the Human Resource Director.

**i. Leave of Absence:**

The [Pine Valley](#) Administrator has authority to grant employees a leave of absence without pay for up to six months when justified. Leave of absence may be extended for an additional six months if authorized by [Pine Valley](#) Administrator. Each request will be considered on its own merit with weight given to the employee's work record and the needs of the facility. Refer to County Handbook Leave of Absence.

Temporary employees who may have been hired to fill the temporary vacancy caused by an employee leave and later are considered for full-time employment will have the time spent in the temporary capacity counted as satisfying the probationary period or any part thereof, providing the services rendered by the temporary employee warrants consideration for full-time employment.

Employees returning to work from a leave of absence that was medically related or from an

absence related to a work related injury or illness, must obtain a physician's statement indicating the employee is substantially available for work. Employees do not generate vacation, sick leave or any other benefit during non-paid leaves of absence.

Employees who are off work for a job related injury must obtain a physician's statement indicating the employee is substantially unavailable for work. They shall be required to continue to bring these statements to their supervisor until they return to work.

Employees must exhaust all paid benefit time prior to starting unpaid leave.

**j. Flexible Work Schedule:**

A flexible work schedule may be arranged by mutual agreement between employee and department head.

**k. Length of Service:**

Pine Valley recognizes length of service based on date of hire. In considering schedules, layoffs, transfers, promotions and filling vacancies, the facility will make the decision based on what is best for the facility. Length of service will be one item considered but may not be the determining factor. Selection of applicants to fill job vacancies or new positions shall be determined by the employee's skill, ability and experience. Length of service shall, upon completion of the probationary period, begin with the original date of hire.

**l. Performance Evaluations:**

All staff shall be evaluated 3 months after hire and prior to completing their probationary period staff must accrue ~~936-468~~ hours of actual work or be employed for ~~six-3~~ months to pass probation, whichever is greater. This will allow for review by the Pine Valley Administrator and Department Head for successful completion of probation, need to extend probation, or need to terminate employment. Staff will then be evaluated 12 months from the probationary evaluation, and ongoing on an annual basis. Evaluations forms used will be based off of Pine Valley's template and are specific to the employee's job description. The Pine Valley Administrator will be evaluated by the Pine Valley Board of Trustees. Pine Valley Department Heads will be evaluated by the Pine Valley Administrator. Department Heads will evaluate their staff. R.N. Managers will evaluate licensed staff. Licensed staff will evaluate nursing assistants. The Performance Appraisal is a tool to clarify work standards, view level of performance, evaluate: job knowledge, attendance, punctuality, quality and quantity of work, adaptability, judgment and interpersonal relationships. The purpose of the evaluation is to acknowledge strengths and identify weaknesses which need to be corrected. The worker's overall performance should be improved as a result of the evaluation.

**m. Personnel File:**

Inquiries regarding employees should be directed to the Human Resource Director or Department Head. The facility will not disclose confidential information about any employees unless written permission is granted and then information will only be disclosed on the "need to know" basis. Employees seeking to establish credit and using the facility as a reference should inform their prospective creditor that any request of information must be submitted in writing or request will be denied. Personnel records

are confidential and will not be made available to any other employee or outsider. The Pine Valley Administrator, as legal custodian of the records, will insure that only those in need of official information in conjunction with employment will have limited access to information.

#### **n. Time Clock and Badges:**

Employees ID Badge is used for access into the facility and is used to punch the time clock. The ID Badge is also used for access to various areas of the building based on the employee's job title. It is the employee's responsibility to keep this badge secure and employee must notify their supervisor or the payroll clerk immediately if their badge is misplaced or lost or if occurs during non-business hours call Richland County MIS Director at 608-649-5922. If for any reason the employee must have his/her time validated, the immediate Supervisor, Department Head or [Pine Valley](#) Administrator must approve the entry. Personnel will not clock in more than seven minutes prior to their scheduled period of work or over seven minutes after completion of work unless approved by the [Pine Valley](#) Administrator, Department Head or their designated representative.

Cr 1/1/12; Res 12-1; Eff 7/17/12, Res. 12-87, Performance Eval modified; Eff. 1/15/13, Res. 13-15, Differential modified; Eff. 1/21/14, Res. 14-22, Part-Time reworded, Lactation added; Eff. 3/17/15, Res. 15-41, Perf Eval. Modified; Eff. 4/18/17, Res. 17-41, modified 1. c., 3., 4., 5., 7., 11., & 13., Eff. 5/16/17, Res. 17-49, Differential Pay; Eff 8/21/18, Res. 18-104, Differential Pay; Eff 10/30/18, Res. 18-152, Pay period; Eff. 12/10/19, Res. 151, A. 2., 3., 5., 6., 10., 14., 15., B. 7., 9., 11., 16., Days in Bank, C. 2., D. 25.;

### **Compensation and Fringe Benefits for Full and Part-time Employees**

Call-in employees do not receive fringe benefits, except as noted.

#### **1. Health Insurance:**

Refer to County Handbook

The employer shall provide health insurance coverage for employees who are on Worker's Compensation for a period of one year, or medical leave of absence for a period of six (6) months. Request for leaves of absence must be in writing and directed to the [Pine Valley](#) Administrator. The [Pine Valley](#) Administrator may extend an employee's leave of absence an additional 6 months. No employee will be granted a leave of absence in excess of one year. Employees must exhaust all benefit time prior to starting unpaid leave. The employee shall pay its normal premium contribution. The insurance may be continued by an employee on an authorized extended or non-qualifying leave of absence if permitted by the insurer, with the employee paying the total premium. The employee would contact the ~~County Clerk~~[County Administrator](#)'s office to find out the premium due date, and then submit the premium to the ~~County Clerk~~[County Administrator](#)'s office.

#### **2. Dental Insurance:**

Refer to County Handbook

#### **3. Retirement Plan**

Refer to County Handbook

#### **4. Life Insurance**

Refer to County Handbook

#### **5. Section 125 Flex**

Refer to County Handbook

#### **6. Holidays:**

Paid holidays for regular employees, including probationary employees are as follows: New Year's Day, Easter, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, and Christmas Day. Full-time employees receive ~~two~~3 personal holidays and part-time employees receive one day & half personal holidays. Staff must satisfactorily complete the probationary period to be eligible for personal days.

- a. To qualify for holiday, pay, employees must work all regularly scheduled work time for

one scheduled work day immediately preceding the holiday and one scheduled workday immediately following the holiday, unless on an excused absence or vacation.

- b. Regular full-time employees will be paid straight time for holidays not worked. If they work on the holiday, they receive time and one half (1 ½) in addition to their straight time.
- c. Regular part-time employees will be paid half-time for holidays not worked. If they work on the holiday, they receive time and one half in addition to their straight time.
- d. Hours Worked on a Holiday: If the majority of an employee's hours worked fall on a holiday, then the employee's entire shift shall be considered as paid time for computation of holiday pay. Holiday pay for night staff shall be the night shift before the holiday.
- e. Call-in employees will receive time and one half in addition to their straight time for all hours worked on a holiday.
- f. A personal holiday cannot be taken on the day that any other paid holiday is observed and to receive pay the employee must be off the day that they request as their personal holiday.
- g. The Employer will give a written response to a request within thirty (30) days of the submission of the request. If a personal day is approved and the employee is later called in to work on that day, the personal day will be treated as if it were a fixed holiday.
- h. Personal holidays need to be used in the calendar year or they are forfeited.
- i. Holidays Falling On Weekends, Employees off day: Employees who do not usually work weekends, will receive compensation time, equivalent to straight time, and may use the holiday up to 30 days after the holiday.
- j. Employees may observe special religious holidays by submitting their request through their immediate department head. Time off may be granted on a non-pay status, providing the time scheduled will permit such an absence. Requests should be made at least three (3) weeks prior to the anticipated holiday.
- k. Holidays Falling During Vacation or Sick Leave: If any of the above listed holidays falls during time taken as paid vacation or paid sick leave, such holiday shall not be charged against accumulated vacation or sick leave.
- l. Employees on lay-off do not receive holiday pay.

#### **7. Bereavement:**

Refer to County Handbook/Policy.

#### **8. Compensatory Time:**

Pine Valley offers compensatory time for employees in the positions listed below. Compensatory time may be accrued up to a maximum of 40 hours. Once this plateau has been reached, further compensation time will not accrue unless the balance falls below 40 hours, except with the approval of the [Pine Valley](#) Administrator. Compensatory time is accumulated only with the Department Head's prior approval in each instance. Any eligible time over an accumulated 40 hours per year of compensatory time must be paid out. Compensatory time not taken by separation date will be paid.

Compensatory time is accumulated at the rate of one and one-half hours of compensatory time for time worked over 8 hours per day or 80 hours per pay period for the following positions.

Director of Nursing

Nursing Supervisor  
Nursing Administrator Assistant  
Nurse Managers  
Director of Activities  
Social Workers  
Food Service Supervisor  
Assistant Food Service Supervisor  
Maintenance Supervisor  
Administrative Assistant  
Human Resource Director  
Medical Records Supervisor/Manager of Information Systems  
Clerical Assistants

Fiscal Clerks

Billing Specialist

Accounts Payable & Payroll Clerk

Pine Valley Administrator is not eligible to receive compensatory time and is exempt from the provisions of Fair Labor Standards Act.

#### **9. Overtime:**

Employees eligible for overtime pay will be paid at a rate of time and one half for all hours worked over 8 hours per day or 80 hours in a pay period Overtime must be approved in advance by the employee's supervisor and an overtime slip completed.

#### **10. Sick Leave:**

The purpose of sick leave is to protect the employee from financial hardship due to prolonged illness or accident. All regular full-time employees shall be entitled to sick leave with full pay based on the basis of one (1) working day for each complete month of service. Part-time employees shall receive one-half working day for each complete of month of service. Sick leave is to be used by County employees when the employee or a member of his or her family is disabled by sickness or, in case of the employee, is sufficiently disabled by sickness to be unable to attend to their county employment. Sick leave may also be used by the employee to attend medical appointments for themselves or for their immediate family (spouse or children) if eligible for family medical Leave. Sick leave cannot be used in less than one half (1/2) hour increments.

Inappropriate use of sick leave may result in disciplinary action up to and including termination.  
(See County Handbook/Policy)

#### **11. Accrued Sick Leave:**

Refer to County Handbook

Sick leave earned in other Richland County employment will carry over into this unit. Employees absent from work for a period of three days or more may be required to visit a physician and obtain at that time a certificate from a physician licensed to practice medicine in the State of Wisconsin that they are physically able to fully perform all of their assigned duties before they will be permitted to work again. The Pine Valley Administrator reserves the right to demand a

physician's certificate after one day of absence if the employee has a record of frequent absences due to illness.

#### **12. Days in Bank:**

When and if an employee maintains at least 24 sick days for a 12-month calendar year, that employee may also be paid for half of the sick leave not used, but accrued during that 12-month calendar year. The maximum number of days paid at the end of a 12-month period will not exceed six. Sick leave payment for those employees eligible and desiring to be paid will be made during the month of January each year for the previous 12 months ending December 31.

Part time earn ½ day per complete month of service.

Authorization may be given to use up to three (3) days of earned sick leave for each immediate family illness. Use of over three (3) days of earned sick leave for immediate family illness must be approved by the [Pine Valley](#) Administrator.

"Immediate Family" shall constitute spouse, children, sister or brother of employee and mother or father of the employee and mother or father of the spouse. Eligibility is determined by the number of days the employee has accumulated in the bank and the circumstance.

Pregnancy – maternity/paternity leave: Absence from work by a County employee for pregnancy – maternity/paternity leave is considered sick leave. To the extent that the employee exhausts their sick leave eligibility, leave of absence shall be granted in accordance with the Handbook of Personnel Policies. Unused Sick Time: Refer to County Handbook/Policy.

#### **13. Workers Compensation:**

In the event an employee suffers an injury or illness in the course of performing his/her duties, the employee may use accumulated sick leave to make up the difference between what the employee receives from Worker's Compensation payments and his/her regular pay. The employee using sick leave under this section will be charged only for the portion of a full day's sick leave needed to supplement Worker's compensation to equal the employee's full day's pay.

#### **14. Voluntary Sick Leave Donation:**

An employee may contribute up to three (3) days of sick leave to another county employee. The employee donating sick leave must contribute full days (partial days are not allowed). The donated days will be paid at the rate of the employee receiving the donated days. The employee receiving donated days must exhaust all sick leave prior to receiving donated days. Donated days cannot be banked, or calculated as part of employee payout. The employee donating sick leave will have the hours deducted from his or her sick leave balance. Such donations will not affect the donating employee's eligibility to receive annual sick payout provided the employee meets the criteria outlined in the first paragraph of the subsection entitled "Days in Bank".

#### **15. Unused Sick Time:**

See County Handbook/Policy.

#### **16. Vacation:**

Shall be accrued based upon years of service and may be used after the employee has successfully completed the first six months of employment. Staff must satisfactorily complete the probationary period to be eligible for vacation days. Vacation benefits are accrued at the following rates. Maximum accumulation for each year of service is indicated in the full-time column.

Years	Full-time	Part-time	OR (whichever is greater)
-------	-----------	-----------	---------------------------



6 mo	5 days	2.5 days	1 day/403 hrs compensated
1 Yr.	5 days	2.5 days	1 day/403 hrs. compensated
2 Yrs.	10 days	5.0 days	1 day/201.5 hrs. compensated
6 Yrs.	15 days	7.5 days	1 day/134 hrs. compensated
12 Yrs.	20 days	10.0 days	1 day/101 hrs. compensated
23 Yrs.	25 days	12.5 days	1 day/81 hrs. compensated

Vacation requests for two days or more shall be submitted thirty (30) days in advance. Vacation requests shall be dated and presented in writing on appropriate forms or online through our payroll software (Kronos) and approved by department head or supervisor. Vacation shall be scheduled on a first come, first serve basis. If a conflict arises between two (2) or more employees concerning dates, the employee whose request was made first will be favored.

All vacation time shall be taken in no less than one two (2) hour increments and must be used within 18 months following the employee's anniversary date. Vacation time not taken in accordance with this paragraph is forfeited. Employees or beneficiary, upon retirement, early retirement, death or termination of employment, will be paid for vacation previously earned and not received for the current year on a pro-rated basis.

#### **17. Resignation/Retirement Notice:**

SEE COUNTY HANDBOOK FOR.

#### **18. Family and Medical Leave:**

Pine Valley will administer Family Medical Leave in accordance with the County Policy.

#### **19. Symons Complex Employee Privileges:**

refer to Handbook of Personnel Policies.

#### **20. Military Leave:**

Pine Valley will administer Military Leave in accordance with the County Policy.

Cr. 1/1/12, Res. 12-1, Family and Medical and Military Leave modified; Eff. 3/17/15, Res. 15-41, Sick leave & Vacation modified and 6. d., h., i., 8., 10., 11.; Eff. 7/18/17, Res. 17-69, Holidays; Eff 3/20/18, Res 18-35 Sick Donation; Eff 5/15/18, Res 18-55, Compensatory Time; Eff 5/15/18, Res 18-56, Sick Time, Days in Bank;

### **Rules of Conduct**

#### **1. Department Heads' Responsibility:**

refer to Handbook of Personnel Policies.

#### **2. Grounds for Termination or Suspension:**

- a. Theft of property belonging to Pine Valley Community Village, or a resident, visitor or another employee.
- b. Alcohol or drug use on the job or being under the influence of alcohol or drugs while on the job.
- c. Possession of a dangerous weapon on nursing facility premises.
- d. Disclosing confidential Protected Health Information (PHI) to unauthorized persons or to any employee who does not have a "need to know" based on what is required to do their job. Breach of confidentiality.
- e. Willful damage to facility property.

- f. Insubordination.
- g. Disorderly or immoral conduct in or around the facility.
- h. Falsification of employment applications.
- i. Conviction for the violation of a criminal law.
- j. Falsification of nursing facility records.
- k. Conduct endangering the welfare of a resident or another employee, or facility property.
- l. Influencing or inducing a resident to make a gift or bequest to an employee, to the facility or solicit gratuities.
- m. Violation of the Residents Bill of Rights.
- n. Smoking on facility grounds, includes use of e-cigarettes.
- o. Failure to obtain permission from the Supervisor to leave job or premises
- p. during working hours.
- q. Punching or swiping another employee's time card or badge or requesting another employee to punch or swipe your time card.
- r. Un-excused Absence.
- s. Failure to follow safety practices or policies or personnel handbook.
- t. Sleeping on duty or unavailable/engaged while on duty.
- u. Unauthorized posting or removal of bulletin board items.
- v. Unauthorized distribution of literature.
- w. Unauthorized solicitation in or around the nursing facility premises.
- x. Organization of activities for any group or groups on the nursing facility time and premises without permission of the [Pine Valley](#) Administrator.
- y. Wearing of unauthorized buttons or badges, wearing printed t-shirts with offensive & inappropriate message.
- z. Failure to report an accident or injury.
- aa. Excessive absenteeism/tardiness - six (6) or more occurrences of illness in the past 12 months for full-time employees and five (5) or more occurrences of illness for part-time employees, except for unusual circumstances, shall be considered excessive.
- bb. Refusing to report for a physical, laboratory test or x-rays when requested by the [Pine Valley](#) Administrator of the Nursing Facility.
- cc. Unsatisfactory work performance as based upon the employee performance evaluation.
- dd. Failure to follow supervisor's directions.
- ee. Repeated failure to be at the work station ready to work at the starting time.
- ff. Criticism of a fellow employee of the facility in front of a member of the public or another employee of the facility while on duty.
- gg. Stopping work before time specified or overstaying rest or lunch periods.
- hh. Failure to follow facility parking restrictions.

- ii. Use of facility telephone for personal calls without permission of supervisor. Failure to report personal long distance calls & failure to reimburse the facility for toll calls.
- jj. Violation of the County's Code of Ethics Resolution, which states as follows:

**3. No Department Head or County employee shall:**

- a. Use or attempted use of his/her position to secure any preferential or unlawful rights or advantages for himself/herself or others.
- b. Having a financial or other personal interest which is in conflict with the proper discharge of his/her duties.
- c. Disclosing or using confidential information concerning Richland County to promote a private financial interest.
- d. Accepting any substantial gift, in any form, from a person who has business dealings with Richland County.
- e. ~~Inappropriate use of sick leave can result in termination of employment. All accrued sick leave is lost when employment ceases except after retirement, death or early retirement. Upon death or retirement according to ETF guidelines, an employee or beneficiary shall receive payment unused sick leave up to a maximum of sixty (60) days.~~
- f. Elimination of job due to reorganization or lack of work.
- g. Elimination of job that has sunset per County Board Resolution.
- h. Violation of the above rules may result in discipline up to and including discharge at the discretion of the Pine Valley Administrator, depending upon the severity of the infraction.
- i. When an employee's conduct is considered to be cause for disciplinary action his/her Supervisor will inform him/her verbally or in writing.
- j. The employee will sign the notice and receive a copy. One copy will be retained by the employee and another will be placed in the employee's personnel file.

**4. Grievances**

Refer to Handbook of Personnel Policies.

**5. Sexual Harassment Policy:**

refer to Handbook of Personnel Policies. Sexual harassment of any kind will not be tolerated. All employees must avoid offensive or inappropriate sexual behavior at work and are responsible for assuring that the work place is free from sexual harassment at all times.

**6. Violence in the Workplace:**

refer to Handbook of Personnel Policies and facility Policy.

**7. Grievances:**

See County Policy.

**Procedures for Hiring, Disciplinary Action, Suspensions, Dismissal and Layoff:**

**1. Hiring:**

- a. The Human Resource Director shall advertise a vacant position as appropriate and

interview prospective candidates.

- b. Reference checks are completed as provided by the candidate.
- c. Any prospective employee requiring a license or certificate to perform their duties shall show evidence of such before beginning work and when the license is renewed. A copy is placed in the personnel file.
- d. No one under the age of 18 years of age will be employed without a work permit.
- e. Each position has a corresponding written job description of the duties for that position. Each employee receives, signs and dates a copy of their job description and the copy is maintained in the personnel file.
- f. Each new employee will be required to have had a thorough orientation to their position and shall be required to complete and sign an orientation checklist indicating that they received and understand this information.
- g. A minimum of 468 hours worked in no less than the first three months of employment, shall constitute a probationary period for all employees, if their services has been completed in a satisfactory manner per the written evaluation. Evaluations are completed by the employee's supervisor at 3 months and 6 months and annually thereafter. No inference is to arise from the terms probation or probationary period, that any employee has, upon the successful conclusion of that employee's probation period, any job security than is otherwise expressly set forth in these Personnel Policies.
- h. The Department Head in whose Department the vacancy exists, shall interview those applicants who appear from their written applications to be qualified for the job.
- i. Skills testing may be required for some positions specific to job requirements.
- j. Applicants will complete Pine Valley's application which is available at the reception desk or online at: [www.co.richland.wi.us](http://www.co.richland.wi.us)

## **2. Temporary Vacancies:**

Temporary vacancies when filled by current staff will be paid at the pass probation job rate for the position filled. If limited term employees are hired they shall be paid and hired according to County Handbook of Personnel Policies.

## **3. Probation Period:**

The purpose of the probation period is merely to require that the job performance of all employees who are new to a County position is reviewed within a fixed period from the employee's start of work in any position. The purpose of this initial review is to determine:

- a. If the employee is to continue in the position in regular status, or
- b. If the employee's employment in the position is to be terminated. No inference is to arise from the use of the terms "probation" or "probation period" that any employee has, upon the successful conclusion of that employee's probation period, any job security than is otherwise expressly set forth in these Personnel Policies.

Probationary employees may be disciplined and terminated without recourse. Employees are probationary for three (3) months or 468 hours of actual work, whichever is greater. If still employed after such probationary period, their length of service shall date from the first day of hire. Successful completion of the probationary period will be determined by the department head with the [Pine Valley](#) Administrator's approval.

~~Successful completion of the probationary period will be determined by the department head with the Administrator's approval.~~

Any employee's probationary period can be extended up to a maximum of an Additional six months. This decision will be made by the Pine Valley Administrator.

Employees whose probationary periods are extended are not eligible to receive their post-probation salary increases until the end of their probationary period, as extended. Employees whose probation has been extended shall be notified in writing prior to the end of their probationary period. Prompt notification shall be given to the ~~Clerk's County Administrator's~~ office regarding the status of the probationary employee.

Probationary employees may be terminated at any time at the discretion of the Employer. Discharges during the probationary period shall not be subject to the grievance procedure.

#### **4. Reclassification**

refer to Handbook of Personnel Policies

#### **5. Dismissal or Suspension:**

If it is necessary to dismiss or suspend an employee, a notice in advance will be given as follows:

- a. The Department Head shall discuss all problems relating to the employee's job performance with the employee. In all cases in which continuation of the unsatisfactory performance could lead to suspension and/or termination, the Department Head shall give the affected County employee written notice, if possible, of the nature of the problem relative to the County employee's job performance.
- b. All employee concerns shall be presented to the employee's Department Head. Concerns shall be presented in writing within five (5) scheduled work days of the alleged concern and shall be acted upon by the Department Head within five (5) working days. Employees who are dissatisfied with the Department Head's written response may then present their concern in writing to the Pine Valley Administrator who shall have five (5) working days from receipt of concern to act upon the concern.
- c. Employees who are dissatisfied with the Pine Valley Administrator's written response shall have two weeks from the date of receipt of the Pine Valley Administrator's response to appeal to Pine Valley Community Village's Board of Trustees, by filing a written statement of the concern and the Board will act on it at their next meeting with notice to the concern. Concerns by employees against their Department Head shall be presented in writing by the employee, directly to the Pine Valley Administrator and then the process would proceed as outlined above.

#### **6. Termination/Layoff/Reduction of Hours due to Lack of Work:**

Whenever it becomes necessary either due to low census, need for economy, reorganization of work or change in need for staff or hours, employees may experience a reduction in hours, loss of position or change in position. Employees may be laid off, terminated or have hours reduced or their position changed according to the needs of the facility. The nursing home reserves the right to terminate any employee for unsatisfactory service, without notice, at any time during the three month (468 hours) probationary period. Employees separated for violations will receive pay to the time of dismissal only, and any unused accumulated vacation time.

#### **7. Non-disciplinary Termination/Layoff**

refer to Handbook of Personnel Policies.

## **8. Complaints Procedures**

Refer to Handbook of Personnel Policies.

Cr. 1/1/12, Res. 12-1, 3. Reworded, 5. a., b. & c. Modified; Eff. 3/17/15, Res. 15-41, Hiring modified; Eff. 9/19/17, Res. 17-89, Probation

## **Reimbursement**

### **1. Lodging:**

refer to Handbook of Personnel Policies.

### **2. Meals**

refer to Handbook of Personnel Policies.

#### **a. Mileage**

refer to Handbook of Personnel Policies.

#### **b. Other Expenses**

refer to Handbook of Personnel Policies.

#### **c. Registration Fees**

refer to Handbook of Personnel Policies.

#### **d. Expense Vouchers**

refer to Handbook of Personnel Policies.

Employees who attend conferences or seminars out of the County for professional or employment-related training for certification and who leave County employment within 1 year after the training must reimburse the County for all expenses incurred by the County relative to that conference or seminar, excluding salary or wages. The County will deduct the amount due under this paragraph from any compensation owed to the employee after the County has received the employee's notice of separation or retirement.

Cr 1/1/12, Res. 12-1; Eff. 1/16/18, Res. 18-2, added 7.;

## **Miscellaneous Personnel Provisions:**

### **1. Change of Address or Status:**

refer to Handbook of Personnel Policies.

### **2. Official County Bulletin Board:**

refer to Handbook of Personnel Policies.

### **3. Employee Bulletin Board:**

refer to Handbook of Personnel Policies.

### **4. Equipment:**

refer to Handbook of Personnel Policies.

### **5. Telephone Policies:**

Employees will refrain from using the telephone for personal matters except for an emergency. Long distance calls for other than official business of the facility will not be permitted.

Notification of Absence: Employees are expected to notify their immediate supervisor or designee, when unable to report to work for any reason. Having relatives call for the employee

is unacceptable. The employee should give as much advance notice as possible for any absence. A minimum of one hour is required according to our Absenteeism Policy.

**6. Weather Conditions:**

If employees are unable to report to work due to weather conditions they should notify their Supervisor. If weather conditions improve employees should call in to see if they should report to work. Days missed due to weather conditions, will be taken as vacation, personal day, sick day, or without pay if a paid benefit day is unavailable.

**7. Jury Duty:**

Employees shall be excused with full pay for jury duty. Any compensation for such duty shall be paid to the county. Employees not selected as jurors for a case shall report promptly back to their work station.

**8. Ambulance or Fire Department Volunteers:**

refer to Handbook of Personnel Policies.

**9. Break Room:**

refer to Handbook of Personnel Policies.

**10. Credit Union/Deferred Compensation:**

refer to Handbook of Personnel Policies.

**11. Use of Computers, Software & Internet:**

Employees are required to adhere to Pine Valley's Policies on the use of the facility computers and software and the use of the internet, as defined in the Facility Policy and Procedure book.

**12. Picture Identification Badge:**

All staff shall be issued a picture identification badge by the Centralized IT Department. Time Badges are required for all employees, except the [Pine Valley](#) Administrator. Employee will use their time badge to swipe in at the start of their shift and out at the end of the shift. Employees will not swipe in earlier than seven minutes prior or out more than seven minutes after their shift ends. Employees will swipe out and in for lunch if they leave the facility.

**13. Training Opportunities/In-service Education:**

Employees are required to attend in-service programs at the request of the [Pine Valley](#) Administrator or their particular department. It is the employee's responsibility to record each in-service on their index card in the in-service file box. Certified Nursing Assistants are required to have 12 hours of in-service education annually. An employee who is unable to attend a required in-service has 30 days to view the video tape. All in-services are videotaped except the fire in-service. Employees are required to attend the fire in-service and all other in-services required by the department head or administration.

**14. Gifts or Gratuities**

refer to Handbook of Personnel Policies.

County Workspaces and Personal Property – refer to Handbook of Personnel Policies.

**15. Parking:**

Employees are to park in the lower level parking lot.

#### **16. Service Awards:**

Employees who have given five or more years of service to Pine Valley Community Village will be recognized. They are given recognition in five year intervals beginning with the fifth year of employment.

#### **17. Suggestion box:**

This box is located in the employee break-room for employees to place ideas or suggestions. Please sign so we can discuss idea/suggestion with the appropriate person.

#### **18. Professional Ethics:**

- a. All information concerning the condition or wellbeing of a resident is considered confidential and shall not be disclosed by an employee. Requests for information shall be referred to the Pine Valley Administrator, Director of Nursing, Social Worker, or licensed nursing staff.
- b. Information regarding the resident's diagnosis and treatment will be made known to employees on a "need to know" basis only. Employees will not be permitted to review resident medical charts or doctor's orders unless they have a specific need to have chart information in their daily care of the resident. Disclosure of such information by an employee may be grounds for immediate dismissal and perhaps legal action as well (*refer to HIPAA policies*).
- c. No one shall abuse any resident. This includes the willful infliction of injury, unreasonable confinement, intimidation, or punishment with resulting physical harm, pain or mental anguish. This also includes failure to provide goods and services necessary to avoid physical harm, mental anguish, or mental illness and deliberate misplacement, exploitation, or wrongful temporary or permanent use of a resident's belongings or money without the resident's consent. Anyone found guilty of such action will be subjecting themselves to immediate dismissal and could be fined or imprisoned.

Formatted: Font: Not Bold

#### **19. Mail:**

All mail will be delivered to the Receptionist Office. Employees should have their personal mail addressed to their residence. Incoming and outgoing mail belonging to the residents shall not in any way be tampered with except on written notification of the resident or guardian.

#### **20. Resignation:**

Resignations must be submitted in writing two weeks prior to the last day of work for all employees with the exception of Department Heads and Licensed Personnel who shall be required to give thirty day's notice.

#### **21. Smoking Regulations:**

Employees are not permitted to smoke on the grounds. Employees who smoke must punch out and leave the premises to do so.

#### **22. Fire & Disaster Plan:**

Plans are located near each fire alarm box. Employees are oriented to the fire and disaster plans upon hire and this information is reviewed annually at an in-service. Drills are conducted on a regular schedule to insure that employees are familiar with these plans.

#### **23. Security:**

Building security is the responsibility of the maintenance department or the nurse in charge in

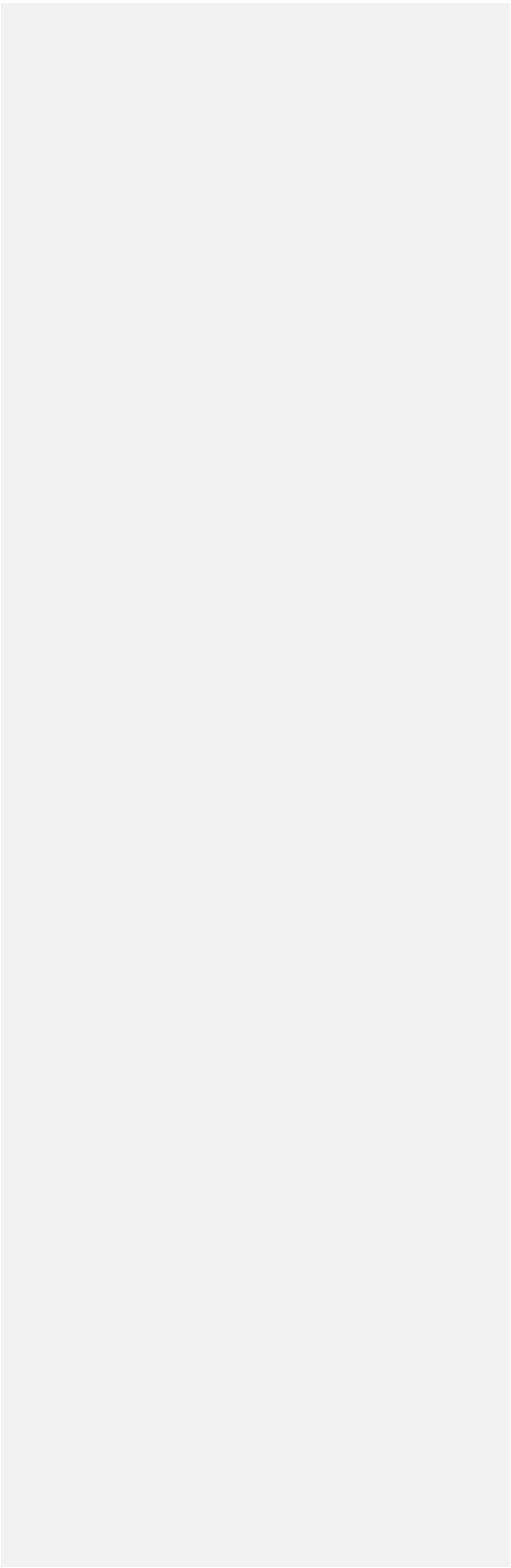


the absence of the maintenance personnel. All exit doors are locked from 9:00 P.M. each evening until 7:00 A.M. the following morning. Entry can be made by staff with the use of their photo ID badge.

**24. Lost and Found:**

The nursing facility cannot be responsible for personal articles lost, stolen or damaged on the premises. Lost and Found items are kept at the switchboard.

Cr. 1/1/12, Res. 12-1; Eff. 3/17/15, Res. 15-41, Weather conditions modified; Eff. 4/18/17, Res. 17-41, change Dept name change, revised 25.;



This is to certify that I have received my personal copy of Pine Valley Community Village Employee Manual and Resident Bill of Rights and have read and understand the policies, practices, rules and regulations contained therein.

I understand the above is a condition of my employment.

Name

Date

# **Richland County FMLA**



1.	INTRODUCTION .....	1
2.	ELIGIBILITY REQUIREMENTS.....	1
3.	TYPES OF LEAVE AVAILABLE.....	1
4.	CERTIFICATION.....	2
5.	DEFINITION OF SERIOUS HEALTH CONDITION.....	2
6.	MILITARY FAMILY LEAVE ENTITLEMENTS.....	3
7.	AMOUNT OF LEAVE AVAILABLE.....	3
8.	MANNER IN WHICH LEAVE CAN BE TAKEN.....	4
9.	COMPENSATION DURING LEAVE.....	4
10.	CONTINUATION OF BENEFITS.....	4
11.	ACCRUAL OF BENEFITS.....	5
12.	EMPLOYMENT RESTORATION.....	5
13.	REQUIRED ADVANCE NOTICE.....	5
14.	THE COUNTY’S RESPONSIBILITIES.....	54

# FAMILY AND MEDICAL LEAVE ACT POLICY

## 1. INTRODUCTION

The County's Family and Medical Leave Policy is intended to conform to, and not exceed, the requirements of the federal Family and Medical Leave Act of 1993, as amended ("FMLA") and, the Wisconsin Family and Medical Leave Act ("WFMLA"). This Policy is intended to comply with applicable laws and does not necessarily incorporate all provisions of such laws directly into the County's personnel policies. This Policy does not repeat every provision of the FMLA's or the WFMLA's statutory or regulatory requirements. You may contact the County ~~Clerk's Administrator's~~ Office if you have specific questions regarding the FMLA, WFMLA or this Policy.

Family and medical leave taken under this Policy may be covered by federal law, state law, or both. When leave taken by employees under this Policy is governed by both federal and state law, the more generous provision will control in the event of a conflict. However, when leaves are governed by state or federal law, but not both, the applicable law will control under this Policy. In this regard, you should note that certain leaves may be covered by both state and federal law for only a portion of the leave.

## 2. ELIGIBILITY REQUIREMENTS.

To be eligible for leave under federal law, you must have been employed by the County for at least twelve months, must have worked at least 1,250 hours during the twelve-month period immediately preceding the commencement of the requested leave, and be employed at a worksite where 50 or more employees are employed by the County within a 75-mile radius. To be eligible for leave under Wisconsin law, you must have been employed for more than 52 consecutive weeks and have been paid for at least 1,000 hours in the 52 weeks immediately preceding the request for leave. The kind and amount of leave available to you under this Policy, as well as your rights during leave, depend on whether you meet the above requirements.

## 3. TYPES OF LEAVE AVAILABLE.

The County provides family and medical leave for eligible employees under the following circumstances:

- a. For the birth of the eligible employee's child and to care for a newborn child.
- b. For placement with the eligible employee of a child for adoption or foster care.
- c. To care for an eligible employee's spouse, domestic partner, child, parent or parent-in-law with a serious health condition.
- d. Because of a serious health condition that makes the eligible employee unable to perform any of the essential functions of the employee's job.
- e. Because of a "qualifying exigency" arising out of the fact that the eligible employee's spouse, son, daughter or parent is a member of the Armed Forces, including the National Guard or Reserves or a retired member of the Armed Forces, on active duty (or has been notified of an impending call or order to active duty) in support of a contingency operation.
- f. For an eligible employee to care for his or her spouse, son, daughter, parent or next of kin who is a covered ~~servicemembers~~ service member with a serious injury or illness.

See the County ~~Clerk's Administrator's~~ office to determine whether your request for leave qualifies under one of the above categories.

#### **4. CERTIFICATION.**

If leave is requested due to your own serious health condition, the serious health condition of your spouse, domestic partner, child or parent, the serious illness or injury of a covered servicemember or for a qualifying exigency, the County requires that the leave request be supported by certification issued by a health care provider or other specified third party. The County's certification forms can be obtained from the County Clerk's-Administrator's Office. Failure to provide the County with timely, complete and responsive certification within 15 days of the County's request for certification may result in delay or denial of the leave.

If an employee provides the County with incomplete or insufficient certification, the County will provide written notice to the employee explaining the deficiency in the certification and will allow the employee at least 7 days to cure the deficiency. If such deficiency is not cured, the County may deny the employee's leave request.

The County reserves the right to request re-certification or a second medical opinion, when necessary. In addition, the Company may contact the employee's health care provider to clarify and authenticate a medical certification, as permitted by law.

#### **5. DEFINITION OF SERIOUS HEALTH CONDITION.**

In conjunction with the certification, the County reserves the right to determine whether an illness, injury, impairment or physical or mental condition constitutes a serious health condition entitling you to family or medical leave under state or federal law.

Under federal law, a "serious health condition" under this policy means an illness, injury, impairment, or physical or mental condition that involves one of the following:

- Inpatient care (i.e., an overnight stay) in a hospital, hospice or residential medical care facility.
- A period of incapacity of more than three consecutive full calendar days (including any subsequent treatment or period of incapacity relating to the same condition) that also involves:
  - In-person treatment two or more times by a health care provider related to the same condition under the following circumstances:
    - the first in-person treatment must occur within 7 days of the first day of incapacity; and
    - the second in-person treatment must occur within 30 days of the first day of incapacity, unless extenuating circumstances exist.
  - In-person treatment by a health care provider on at least one occasion which results in a regimen of continuing treatment under the supervision of the health care provider.
- Any period of incapacity due to pregnancy, or for prenatal care.
- A chronic condition that requires periodic visits for in-person treatment by a health care provider.
- A period of incapacity which is permanent or long-term due to a condition for which treatment may not be effective.
- Any period of absence to receive multiple treatments (including any period of recovery therefrom) by a health care provider.

Under Wisconsin law, a serious health condition is a disabling physical or mental illness or condition that involves inpatient care or outpatient care that requires continuing treatment of a health care provider.

## **6. MILITARY FAMILY LEAVE ENTITLEMENTS.**

Federal law allows eligible employees with a spouse, son, daughter or parent who is an active or retired member of the Armed Forces, including the National Guard or Reserves, and who is on active duty or call to active duty status in support of a contingency operation to use their general 12-week leave entitlement to address certain “qualifying exigencies.” Qualifying exigencies may include attending certain military events, arranging for alternate childcare, addressing certain financial and legal arrangements, attending certain counseling sessions, and attending post-deployment reintegration briefings.

Federal law also provides a special leave entitlement for eligible employees to take up to 26 weeks of leave in a single 12-month period to care for their spouse, son, daughter, parent or next of kin who is a covered ~~servicemember~~service member. A covered ~~servicemember~~service member is a current member of the Regular Armed Forces, including the National Guard or Reserves, who has a serious illness or injury incurred or aggravated in the line of duty on active duty that may render the servicemember medically unfit to perform his or her duties for which the servicemember is undergoing treatment, recuperation or therapy, or is on outpatient status, or is on the temporary disability retired list. The term covered ~~servicemember~~service member also includes a veteran who was a member of the Armed Forces, including the National Guard or Reserves, at any time during the five year period preceding his/her medical treatment, recuperation or therapy for a serious illness or injury incurred or aggravated in the line of duty on active duty.

~~Servicemember~~Service member and qualifying exigency leave may run concurrent with other leave entitlements provided under federal, state and local law. For details, contact the County ~~Clerk's~~Administrator's Office.

## **7. AMOUNT OF LEAVE AVAILABLE.**

Under federal law, eligible employees are entitled to a total of 12 work weeks of leave during a 12-month period for any of the reasons stated in Section 2, above. Except when leave is to care for a covered servicemember, an eligible employee may take up to 26 weeks of leave in a single 12-month period to care for the ~~servicemember~~service member. Leave to care for a covered servicemember, when combined with other leave, may not exceed 26 weeks in a single 12-month period. The 12-month period utilized by the County in applying this Policy is defined as the calendar year. Note that the federal FMLA is not available for leave to care for a domestic partner or a parent-in-law (including parents of domestic partners).

Under state law, eligible employees are entitled to:

- a. a total of 6 weeks of leave for the birth of your biological child and/or the placement of a child with you for, or as a precondition to, adoption;
- b. a total of 2 weeks of leave to care for a spouse, domestic partner, child, parent or in-law (including the parent of a domestic partner) with a serious health condition; and
- c. a total of 2 weeks of leave if you cannot perform your employment duties due to a serious health condition.

The County will treat use of family or medical leave under this Policy as simultaneous use of state and federal leave entitlements whenever permitted by law.



## **8. MANNER IN WHICH LEAVE CAN BE TAKEN.**

Leave available under this Policy may be taken in full, and, under certain circumstances, may also be taken intermittently (e.g., one week at a time) or on a reduced leave schedule (e.g., consecutive hours at a time). See the County Clerk's-Administrator's office for details.

While on FMLA leave, employees may not work or otherwise provide services for another employer nor may employees engage in any for-profit enterprise themselves or on behalf of a family member.

## **9. COMPENSATION DURING LEAVE.**

Generally, leave taken under this policy is unpaid. However, for leaves governed exclusively by federal law, you must, as allowed by law, use the following leaves provided by the County, if available:

- a. Vacation or personal leave, if available, for any family or medical leave;
- b. Accrued paid family leave (i.e., paid leave covering the particular circumstances for which the employee is seeking leave), if available, for birth, adoption, or to care for a seriously ill family member; and
- c. Accrued paid medical or sick leave, if available, to care for a seriously ill family member, or for the employee's own serious health condition.

However, you may not substitute paid sick leave or paid medical leave for leave taken under this Policy in any situation where the County would not normally provide such paid leave. In addition, in order to receive paid leave, you must satisfy any procedural requirements (e.g., notice requirements) associated with the taking of such leave, unless waived by the County. The procedural requirements for taking paid County leave are outlined in the Richland County Handbook of Personnel Policies.

For leaves governed by state law, you may elect to substitute paid leave, if available. The County reserves the right to deny substitution as permitted by law.

## **10. CONTINUATION OF BENEFITS.**

You will remain eligible for group health insurance benefits under the County's group health plan during leave taken under this Policy under the same conditions as coverage would have been provided if you had been actively employed during the entire leave. However, you have the option of choosing not to retain such coverage during family or medical leave if you prefer.

During leave taken under this Policy, the County will continue to pay any portion of group health insurance premiums for coverage that it was responsible for paying immediately prior to the leave as required by law. You are responsible for paying your portion of health insurance premiums regardless of whether your family and medical leave is paid or unpaid. It is your responsibility to make arrangements with the County Clerk's-Administrator's office for making premium payments for group health insurance during leaves.

To the extent permitted by law, the County reserves the right to require you to place up to eight weeks' health insurance premiums in escrow prior to leave, or to discontinue coverage if such premiums are received from you more than thirty days late.

Your entitlement to benefits other than group health benefits during a period of family or medical leave is determined by the County's policy regarding provision of such benefits when an employee is on other forms of leave.

## **11. ACCRUAL OF BENEFITS.**

To the extent permitted by law, you will not continue to accrue seniority or any other employment benefit during leave taken under this Policy, except that such benefits shall accrue if you elect to use other leaves provided by the County pursuant to Section (i), above, and if such benefits would normally accrue during such leave.

## **12. EMPLOYMENT RESTORATION.**

To the extent required by law, when you return from family or medical leave, you will be returned to the same position you held when leave commenced, or to an equivalent position with equivalent benefits, pay, and other terms and conditions of employment. This policy does not entitle you to any right, benefit, or position of employment other than those to which you would have been entitled had you not taken leave. The County reserves all rights concerning restoration of employment or denial of same under state or federal law.

## **13. REQUIRED ADVANCE NOTICE.**

Absent extenuating circumstances, you must provide the County with a completed FMLA Request Form, available from the County ~~Clerk's Administrator's~~ office before leave taken under this Policy is to begin. You will generally be expected to provide at least 30 days' advance notice for foreseeable leave (e.g., an expected birth, placement or adoption or foster care, or planned medical treatment for your own serious health condition or that of a family member). When requesting partial or intermittent leave in connection with child birth or adoption, you must provide at least as much notice as required for taking other non-emergency or non-medical leave, as well as a definite schedule for the leave. Where advance notice is not practicable due to uncertainty as to when leave will be required to begin, a change in circumstances, or medical emergency, notice must be given as soon as practicable.

If you wish to take leave for a FMLA-qualifying reason for which you have already been approved for, you must provide the County specific notice of your need for FMLA-qualifying leave. Simply calling in "sick" will not be sufficient.

When planning medical treatment, you should consult with the County and make a reasonable effort to schedule the leave so as not to disrupt unduly the County's operations, subject to the approval of your health care provider. You are ordinarily expected to consult with the County in order to work out a treatment schedule which best suits your needs, as well as the County's.

## **14. THE COUNTY'S RESPONSIBILITIES.**

It is unlawful for the County to (1) interfere with, restrain or deny the exercise of any right provided under the FMLA, or (2) discharge or discriminate against any person for opposing any practice made unlawful by the FMLA, or for involvement in any proceeding under or related to the FMLA. An employee must report any violation or potential violation of the policy to the County ~~Clerk's Administrator's~~ office. An employee may also file a complaint with the U.S. Department of Labor or may bring a private action against the Company. This Policy does not affect any federal or state law prohibiting discrimination nor does this Policy supersede any federal, state or local law that provides greater family or medical leave rights.

## Richland County Committee

### Agenda Item Cover

**Agenda Item Name:** Resolution accepting Wisconsin's opioid settlement proposal

<b>Department</b>	Administration	<b>Presented By:</b>	Administrator
<b>Date of Meeting:</b>	07 Dec 2021	<b>Action Needed:</b>	Vote
<b>Disclosure:</b>	Open Session	<b>Authority:</b>	Structure E
<b>Date submitted:</b>	01 Dec 2021	<b>Referred by:</b>	
<b>Action needed by no later than (date)</b>	N/A	<b>Resolution</b>	<u>N/A</u> , prepared, reviewed

**Recommendation and/or action language:**

Motion to.... recommend resolutions to the Richland County Board and enter into Memorandums of understanding and participation agreement regarding the Wisconsin opioid settlement proposal.

**Background:** *(preferred one page or less with focus on options and decision points)*

As the final acts of signing into the opioid settlement the county is required to adopt resolution and enter into the Memorandum of Understandings and Participation Agreement. I am recommending the Finance and Personnel take action to recommend resolution by the board to execute these actions.

**Attachments and References:**

Resolution (as provided through WCA)	Jasnssen Agreement
MOU - Proceeds	
MOU- Escrow Agreement with the State	

**Financial Review:**

*(please check one)*

<input type="checkbox"/>	In adopted budget	Fund Number	
<input type="checkbox"/>	Apportionment needed	Requested Fund Number	
<input type="checkbox"/>	Other funding Source		
<input type="checkbox"/>	No financial impact		

*(summary of current and future impacts)*

Estimated opioid settlement for Richland County = \$613,019.53. Legal uses and allocations to be further defined.

---

**Approval:**

**Review:**

*Clinton Langreck*

---

Department Head

---

Administrator, or Elected Office (if applicable)

**NOTE TO CORPORATION COUNSEL: PLEASE REVIEW AND APPROVE AS TO FORM.**

**RESOLUTION NO. [ • ]**

*Authorizing [ • ] County to Enter Into the Settlement Agreements with McKesson Corporation, Cardinal Health, Inc., AmerisourceBergen Corporation, Johnson & Johnson, Janssen Pharmaceuticals, Inc., Ortho-McNeil-Janssen Pharmaceuticals, Inc., and Janssen Pharmaceutica, Inc., Agree to the Terms of the MOU Allocating Settlement Proceeds, and Authorize Entry Into the MOU with the Attorney General*

**WHEREAS**, in Resolution No. [ • ], the County Board of Supervisors authorized the County to enter into an engagement agreement with von Briesen & Roper, s.c., Crueger Dickinson LLC and Simmons Hanly Conroy LLC (the “Law Firms”) to pursue litigation against certain manufacturers, distributors, and retailers of opioid pharmaceuticals (the “Opioid Defendants”) in an effort to hold the Opioid Defendants financially responsible for the County’s expenditure of vast money and resources to combat the opioid epidemic;

**WHEREAS**, on behalf of the County, the Law Firms filed a lawsuit against the Opioid Defendants;

**WHEREAS**, the Law Firms filed similar lawsuits on behalf of 66 other Wisconsin counties and all Wisconsin cases were coordinated with thousands of other lawsuits filed against the same or substantially similar parties as the Opioid Defendants in the Northern District of Ohio, captioned *In re: Opioid Litigation*, MDL 2804 (the “Litigation”);

**WHEREAS**, four (4) additional Wisconsin counties (Milwaukee, Dane, Waukesha, and Walworth) hired separate counsel and joined the Litigation;

**WHEREAS**, since the inception of the Litigation, the Law Firms have coordinated with counsel from around the country (including counsel for Milwaukee, Dane, Waukesha, and Walworth Counties) to prepare the County’s case for trial and engage in extensive settlement discussions with the Opioid Defendants;

**WHEREAS**, the settlement discussions with McKesson Corporation, Cardinal Health, Inc., AmerisourceBergen Corporation, Johnson & Johnson, Janssen Pharmaceuticals, Inc., Ortho-McNeil-Janssen Pharmaceuticals, Inc., and Janssen Pharmaceutica, Inc. (the “Settling Defendants”) resulted in a tentative agreement as to settlement terms pending agreement from the County and other plaintiffs involved in the Litigation;

**WHEREAS**, copies of the Distributors Settlement Agreement and Janssen Settlement Agreement (collectively “Settlement Agreements”) representing the terms of the tentative settlement agreements with the Settling Defendants have been provided with this Resolution;

**WHEREAS**, the Settlement Agreements provide, among other things, for the payment of certain sums to Participating Subdivisions (as defined in the Settlement Agreements) upon the occurrence of certain events detailed in the Settlement Agreements;

**WHEREAS**, the County is a Participating Subdivision in the Settlement Agreements and has the opportunity to participate in the benefits associated with the Settlement Agreement provided the County (a) approves the Settlement Agreements; (b) approves the Memorandum of Understanding allocating proceeds from the Settlement Agreements among the various Wisconsin Participating Subdivisions, a copy of which is attached to this Resolution (the “Allocation MOU”); (c) approves the Memorandum of Understanding with the Wisconsin Attorney General regarding allocation of settlement proceeds, a copy of which is attached to this Resolution (the “AG MOU”); and (d) the Legislature’s Joint Committee on Finance approves the terms of the Settlement Agreements and the AG MOU;

**WHEREAS**, 2021 Wisconsin Act 57 created Section 165.12 of the Wisconsin Statutes relating to the settlement of all or part of the Litigation;

**WHEREAS**, pursuant to Wis. Stat. § 165.12(2), the Legislature’s Joint Committee on Finance is required to approve the Settlement Agreements and the AG MOU;

**WHEREAS**, pursuant to Wis. Stat. § 165.12(2), the proceeds from any settlement of all or part of the Litigation are distributed 70% to local governments in Wisconsin that are parties to the Litigation and 30% to the State;

**WHEREAS**, Wis. Stat. § 165.12(4)(b)2. provides the proceeds from the Settlement Agreement must be deposited in a segregated account (the “Opioid Abatement Account”) and may be expended only for approved uses for opioid abatement as provided in the Settlement Agreements;

**WHEREAS**, Wis. Stat. § 165.12(7) bars claims from any Wisconsin local government against the Opioid Defendants filed after June 1, 2021;

**WHEREAS**, the definition of Participating Subdivisions in the Settlement Agreements recognizes a statutory bar on claims such as that set forth in Wis. Stat. § 165.12(7) and, as a result, the only Participating Subdivisions in Wisconsin are those counties and municipalities that were parties to the Litigation (or otherwise actively litigating a claim against one, some, or all of the Opioid Defendants) as of June 1, 2021;

**WHEREAS**, the Legislature’s Joint Committee on Finance is not statutorily authorized or required to approve the allocation of proceeds of the Settlement Agreements among Wisconsin Participating Subdivisions;

**WHEREAS**, the Law Firms have engaged in extensive discussions with counsel for all other Wisconsin Participating Subdivisions resulting in the proposed Allocation MOU, which is an agreement between all of the entities identified in the Allocation MOU as to how the proceeds payable to those entities under the Settlement Agreements will be allocated;

**WHEREAS**, there is provided with this Resolution a summary of the essential terms of the Settlement Agreements, the deadlines related to the effective dates of the Settlement Agreements, the ramifications associated with the County's refusal to enter into the Settlement Agreements, the form of the Allocation MOU, the form of the AG MOU, and an overview of the process for finalizing the Settlement Agreements;

**WHEREAS**, the County, by this Resolution, shall establish the Opioid Abatement Account for the receipt of the proceeds of the Settlement Agreements consistent with the terms of this Resolution;

**WHEREAS**, the County's Opioid Abatement Account shall be separate from the County's general fund, shall not be commingled with any other County funds, and shall be dedicated to funding opioid abatement measures as provided in the Settlement Agreements;

**WHEREAS**, pursuant to the County's engagement agreement with the Law Firms, the County shall pay up to an amount equal to 25% of the proceeds from successful resolution of all or part of the Litigation, whether through settlement or otherwise, plus the Law Firms' costs and disbursements, to the Law Firms as compensation for the Law Firms' efforts in the Litigation and any settlement;

**WHEREAS**, the Law Firms anticipate making application to the national fee fund established in the Settlement Agreements seeking payment, in whole or part, of the fees, costs, and disbursements owed the Law Firms pursuant to the engagement agreement with the County;

**WHEREAS**, it is anticipated the amount of any award from the fee fund established in the Settlement Agreements will be insufficient to satisfy the County's obligations under the engagement agreement with the Law Firms;

**WHEREAS**, the County, by this Resolution, and pursuant to the authority granted the County in the applicable Order emanating from the Litigation in relation to the Settlement Agreements and payment of attorney fees, shall execute an Escrow Agreement, which shall among other things direct the escrow agent responsible for the receipt and distribution of the proceeds from the Settlement Agreements to establish an account for the purpose of segregating funds to pay the fees, costs, and disbursements of the Law Firms owed by the County (the "Attorney Fees Account") in order to fund a state-level "backstop" for payment of the fees, costs, and disbursements of the Law Firms;

**WHEREAS**, in no event shall payments to the Law Firms out of the Attorney Fees Account and the fee fund established in the Settlement Agreements exceed an amount equal to 25% of the amounts allocated to the County in the Allocation MOU;

**WHEREAS**, the intent of this Resolution is to authorize the County to enter into the Settlement Agreements, the Allocation MOU, and the AG MOU, establish the County's Opioid Abatement Account, and establish the Attorney Fees Account; and

**WHEREAS**, the County, by this Resolution, shall authorize the County's corporation counsel to finalize and execute any escrow agreement and other document or agreement necessary to effectuate the Settlement Agreements and the other agreements referenced herein;

**NOW, THEREFORE, BE IT RESOLVED:** the County Board of Supervisors hereby approves:

1. The execution of the Distributors Settlement Agreement and any and all documents ancillary thereto and authorizes the Board Chair to execute same.
2. The execution of the Janssen Settlement Agreement and any and all documents ancillary thereto and authorizes the Board Chair to execute same.
3. The final negotiation and execution of the Allocation MOU in form substantially similar to that presented with this Resolution and any and all documents ancillary thereto and authorizes the Board Chair to execute same upon finalization provided the percentage share identified as allocated to the County is substantially similar to that identified in the Allocation MOU provided to the Board with this Resolution.
4. The final negotiation and execution of the AG MOU in form substantially similar to that presented with this Resolution and any and all documents ancillary thereto and authorizes the Board Chair to execute same.
5. The corporation counsel's negotiation and execution of the Escrow Agreement for the receipt and disbursement of the proceeds of the Settlement Agreements as referenced in the Allocation MOU.

**BE IT FURTHER RESOLVED:** the County hereby establishes an account separate and distinct from the County's general fund which shall be titled "Opioid Abatement Account." All proceeds from the Settlement Agreements not otherwise directed to the Attorney Fees Account established under the Escrow Agreement shall be deposited in the Opioid Abatement Account. The Opioid Abatement Account shall be administered consistent with the terms of this Resolution, Wis. Stat. § 165.12(4), and the Settlement Agreements.

**BE IT FURTHER RESOLVED:** the County hereby authorizes the escrow agent under the Escrow Agreement to establish an account separate and distinct from any account containing funds allocated or allocable to the County which shall be referred to by the County as the "Attorney Fees Account." The escrow agent shall deposit a sum equal to up to, but in no event exceeding, an amount equal to 20% of the County's proceeds from the Settlement Agreements into the Attorney Fees Account. If the payments to the County are not enough to fully fund the Attorney Fees Account as provided herein because such payments are made over time, the Attorney Fees Account shall be funded by placing up to, but in no event exceeding, an amount equal to 20% of the proceeds from the Settlement Agreements attributable to Local Governments (as that term is defined in the Allocation MOU) into the Attorney Fees Account for each payment. Funds in the Attorney Fees Account shall be utilized to pay the fees, costs, and disbursements owed to the Law Firms pursuant to the engagement agreement between the County and the Law Firms provided,

however, the Law Firms shall receive no more than that to which they are entitled under their fee contract when considering the amounts paid the Law Firms from the fee fund established in the Settlement Agreements and allocable to the County. The Law Firms may make application for payment from the Attorney Fees Account at any time and the County shall cooperate with the Law Firms in executing any documents necessary for the escrow agent to make payments out of the Attorney Fees Account.

**BE IT FURTHER RESOLVED** that all actions heretofore taken by the Board of Supervisors and other appropriate public officers and agents of the County with respect to the matters contemplated under this Resolution are hereby ratified, confirmed and approved.

Adopted by the [ • ] County Board of Supervisors this \_\_\_\_ day of \_\_\_\_\_, 2021.

---

County Clerk



## **WISCONSIN STATE-LOCAL GOVERNMENT MEMORANDUM OF UNDERSTANDING**

**WHEREAS**, the State of Wisconsin (“State”), its communities, and their people have been harmed by misfeasance, nonfeasance and malfeasance committed by certain entities that engage in or have engaged in the manufacture, marketing, promotion, distribution or dispensing of an opioid analgesic, including but not limited to those persons or entities identified as Defendants in the matter captioned *In re: Opioid Litigation*, MDL 2804 pending in the United States District Court for the Northern District of Ohio (“Litigation”);

**WHEREAS**, certain Wisconsin local governments identified on the attached Exhibit A (“Local Governments”), through their counsel, and the State of Wisconsin, through its Attorney General, are separately engaged in investigations, litigation, and settlement discussions seeking to hold the Defendants in the Litigation accountable for the damage caused by their misfeasance, nonfeasance and malfeasance;

**WHEREAS**, the State of Wisconsin and the Local Governments share a common desire to abate and alleviate the impacts of the misfeasance, nonfeasance and malfeasance described above throughout the State of Wisconsin and in its local communities;

**WHEREAS**, the settlement discussions with McKesson Corporation, Cardinal Health, Inc., AmerisourceBergen Corporation, Johnson & Johnson, Janssen Pharmaceuticals, Inc., Ortho-McNeil-Janssen Pharmaceuticals, Inc., and Janssen Pharmaceutica, Inc. (“Settling Defendants”) resulted in tentative agreements as to settlement terms (“Settlement Agreements”) pending agreement from the State of Wisconsin, the Local Governments and other parties involved in the Litigation;

**WHEREAS**, the Settlement Agreements provide, among other things, for the payment of certain sums to Participating Subdivisions (as defined in the Settlement Agreements) upon the occurrence of certain events detailed in the Settlement Agreements;

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

**WHEREAS**, the State of Wisconsin enacted Wis. Stat. § 165.12 which provides for an allocation of opioid settlement proceeds; and

**WHEREAS**, the State and the Local Governments intend this Memorandum of Understanding (“MOU”) to effectuate the terms of the Settlement Agreements in a manner consistent with Wis. Stat. § 165.12(2).

**NOW, THEREFORE**, the State and the Local Governments, enter into this MOU upon the terms described herein.

**A. Settlement Proceeds**

1. As used in this MOU, the term “Opioid Settlement Proceeds” shall mean all funds allocated by a Settlement Agreement to the State or Local Governments for purposes of opioid remediation activities, as well as any repayment of those funds and any interest or investment earnings that may accrue as those funds are temporarily held before being expended on opioid remediation strategies. “Opioid Settlement Proceeds” do ***not*** include the “additional restitution,” reimbursement of the United States Government, or separate funds identified in the Settlement Agreements as payment of the Parties’ litigation fees, expenses, and/or costs.
2. The Settlement Administrator shall directly distribute the Opioid Settlement Proceeds to the State and to Local Governments in such proportions and for such uses as set forth in this MOU.
3. Opioid Settlement Proceeds shall be allocated as follows: (i) 30% to the State of Wisconsin (“State Share”); and (ii) 70% to Local Governments (“LG Share”). Opioid Settlement Proceeds shall not be considered funds of the State or any Local Government unless and until such time as each annual distribution is made.
4. 100% of the “Additional Restitution Amount” identified in both Settlement Agreements shall be paid to the State and deposited with the Department of Health Services.
5. Except for Opioid Settlement Funds expended in payment of attorney fees as provided in Wis. Stat. § 165.12(6), all Opioid Settlement Proceeds, regardless of allocation, and the entire “Additional Restitution Amount,” shall, consistent with Wis. Stat. § 165.12(3) and (4), be utilized only for purposes identified as approved uses for abatement in the Settlement Agreements.
6. If any portion of the LG Share is used for the payment of owed attorney fees as authorized under Wis. Stat. § 165.12(6), the Local Governments shall report to the Attorney General and the Joint Committee on Finance the amount of the payment(s) and provide the contract(s) under which the attorney fees are purportedly owed.

Notwithstanding any limitations or characterization of funds herein to the contrary, any payments for attorneys’ fees and expenses may only be paid for out of the owing Local Governments’ share.

7. The LG Share shall be paid to each Local Government by the Settlement Administrator based on the allocation created and agreed to by the Local Governments which assigns

each Local Government a percentage share of the LG Share, less any applicable attorney fees as authorized under Wis. Stat. § 165.12(6) and referenced above.

8. Nothing in this MOU is intended to alter or change any Local Government's right to pursue its own claim. Rather, the intent of this MOU is to provide a mechanism for the receipt and expenditure of Opioid Settlement Proceeds. Notwithstanding the foregoing, only Local Governments who are Participating Subdivisions under the Settlement Agreements, and who agree to the terms of this MOU may directly receive Opioid Settlement Proceeds.
9. Notwithstanding any limitations or characterization of funds herein to the contrary, any payments for attorney's fees and expenses may be applied only to the LG Share or any Local Government share of the LG Share. The State shall have no responsibility for payment of attorneys' fees or litigation expenses.
10. The parties understand that the United States may claim a portion of the Opioid Settlement Proceeds for Medicaid reimbursement. The parties agree that, to the extent a claim for Medicaid reimbursement is made, the parties shall bear the liability for the reimbursement on a pro rata basis based upon the particular claims made by the United States related to the Medicaid reimbursement. The parties agree to meet, confer, and cooperate in good faith concerning the allocation of any such liability.
11. This MOU may be executed in counterparts. Electronic signatures shall in all respects be considered valid and binding.

*[Signatures on Following Page]*

**IN WITNESS WHEREOF**, the parties hereby execute this MOU as of the date set forth below.

**ON BEHALF OF THE STATE OF WISCONSIN:**

\_\_\_\_\_  
Attorney General Josh Kaul

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

**ON BEHALF OF THE LOCAL GOVERNMENTS:**

\_\_\_\_\_  
Adams County  
Printed: \_\_\_\_\_

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

\_\_\_\_\_  
Ashland County  
Printed: \_\_\_\_\_

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

\_\_\_\_\_  
Barron County  
Printed: \_\_\_\_\_

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

\_\_\_\_\_  
Bayfield County  
Printed: \_\_\_\_\_

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

\_\_\_\_\_  
Brown County  
Printed: \_\_\_\_\_

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

\_\_\_\_\_  
Buffalo County

Printed: \_\_\_\_\_

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

\_\_\_\_\_  
Burnett County

Printed: \_\_\_\_\_

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

\_\_\_\_\_  
Calumet County

Printed: \_\_\_\_\_

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

\_\_\_\_\_  
Chippewa County

Printed: \_\_\_\_\_

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

\_\_\_\_\_  
Clark County

Printed: \_\_\_\_\_

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

\_\_\_\_\_  
Columbia County

Printed: \_\_\_\_\_

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

\_\_\_\_\_  
Crawford County

Printed: \_\_\_\_\_

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

\_\_\_\_\_  
Dane County

Printed: \_\_\_\_\_

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

\_\_\_\_\_  
Dodge County  
Printed: \_\_\_\_\_

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

\_\_\_\_\_  
Door County  
Printed: \_\_\_\_\_

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

\_\_\_\_\_  
Douglas County  
Printed: \_\_\_\_\_

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

\_\_\_\_\_  
Superior, City of  
Printed: \_\_\_\_\_

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

\_\_\_\_\_  
Dunn County  
Printed: \_\_\_\_\_

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

\_\_\_\_\_  
Eau Claire County  
Printed: \_\_\_\_\_

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

\_\_\_\_\_  
Florence County  
Printed: \_\_\_\_\_

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

\_\_\_\_\_  
Fond Du Lac County  
Printed: \_\_\_\_\_

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

\_\_\_\_\_  
Forest County

Printed: \_\_\_\_\_

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

\_\_\_\_\_  
Grant County

Printed: \_\_\_\_\_

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

\_\_\_\_\_  
Green County

Printed: \_\_\_\_\_

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

\_\_\_\_\_  
Green Lake County

Printed: \_\_\_\_\_

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

\_\_\_\_\_  
Iowa County

Printed: \_\_\_\_\_

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

\_\_\_\_\_  
Iron County

Printed: \_\_\_\_\_

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

\_\_\_\_\_  
Jackson County

Printed: \_\_\_\_\_

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

\_\_\_\_\_  
Jefferson County

Printed: \_\_\_\_\_

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

\_\_\_\_\_  
Juneau County

Printed: \_\_\_\_\_

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

\_\_\_\_\_  
Kenosha County

Printed: \_\_\_\_\_

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

\_\_\_\_\_  
Kenosha, City of

Printed: \_\_\_\_\_

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

\_\_\_\_\_  
Pleasant Prairie, City of

Printed: \_\_\_\_\_

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

\_\_\_\_\_  
Kewaunee County

Printed: \_\_\_\_\_

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

\_\_\_\_\_  
La Crosse County

Printed: \_\_\_\_\_

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

\_\_\_\_\_  
Lafayette County

Printed: \_\_\_\_\_

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

\_\_\_\_\_  
Langlade County

Printed: \_\_\_\_\_

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



\_\_\_\_\_  
Lincoln County  
Printed: \_\_\_\_\_

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

\_\_\_\_\_  
Manitowoc County  
Printed: \_\_\_\_\_

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

\_\_\_\_\_  
Marathon County  
Printed: \_\_\_\_\_

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

\_\_\_\_\_  
Marinette County  
Printed: \_\_\_\_\_

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

\_\_\_\_\_  
Marinette, City of  
Printed: \_\_\_\_\_

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

\_\_\_\_\_  
Marquette County  
Printed: \_\_\_\_\_

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

\_\_\_\_\_  
Menominee County  
Printed: \_\_\_\_\_

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

\_\_\_\_\_  
Milwaukee County  
Printed: \_\_\_\_\_

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

\_\_\_\_\_  
Cudahy, City of  
Printed: \_\_\_\_\_

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

\_\_\_\_\_  
Franklin, City of  
Printed: \_\_\_\_\_

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

\_\_\_\_\_  
Greenfield, City of  
Printed: \_\_\_\_\_

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

\_\_\_\_\_  
Milwaukee, City of  
Printed: \_\_\_\_\_

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

\_\_\_\_\_  
Oak Creek, City of  
Printed: \_\_\_\_\_

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

\_\_\_\_\_  
South Milwaukee, City of  
Printed: \_\_\_\_\_

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

\_\_\_\_\_  
Wauwatosa, City of  
Printed: \_\_\_\_\_

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

\_\_\_\_\_  
West Allis, City of  
Printed: \_\_\_\_\_

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

\_\_\_\_\_  
Monroe County  
Printed: \_\_\_\_\_

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

\_\_\_\_\_  
Oconto County  
Printed: \_\_\_\_\_

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

\_\_\_\_\_  
Oneida County  
Printed: \_\_\_\_\_

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

\_\_\_\_\_  
Outagamie County  
Printed: \_\_\_\_\_

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

\_\_\_\_\_  
Ozaukee County  
Printed: \_\_\_\_\_

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

\_\_\_\_\_  
Pepin County  
Printed: \_\_\_\_\_

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

\_\_\_\_\_  
Pierce County  
Printed: \_\_\_\_\_

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

\_\_\_\_\_  
Polk County  
Printed: \_\_\_\_\_

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

\_\_\_\_\_  
Portage County  
Printed: \_\_\_\_\_

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

\_\_\_\_\_  
Price County  
Printed: \_\_\_\_\_

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

\_\_\_\_\_  
Racine County  
Printed: \_\_\_\_\_

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

\_\_\_\_\_  
Mount Pleasant, City of  
Printed: \_\_\_\_\_

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

\_\_\_\_\_  
Sturtevant, City of  
Printed: \_\_\_\_\_

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

\_\_\_\_\_  
Union Grove, City of  
Printed: \_\_\_\_\_

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

\_\_\_\_\_  
Yorkville Town  
Printed: \_\_\_\_\_

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

\_\_\_\_\_  
Richland County  
Printed: \_\_\_\_\_

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

\_\_\_\_\_  
Rock County  
Printed: \_\_\_\_\_

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

\_\_\_\_\_  
Rusk County  
Printed: \_\_\_\_\_

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

\_\_\_\_\_  
Sauk County  
Printed: \_\_\_\_\_

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

\_\_\_\_\_  
Sawyer County  
Printed: \_\_\_\_\_

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

\_\_\_\_\_  
Shawano County  
Printed: \_\_\_\_\_

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

\_\_\_\_\_  
Sheboygan County  
Printed: \_\_\_\_\_

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

\_\_\_\_\_  
St. Croix County  
Printed: \_\_\_\_\_

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

\_\_\_\_\_  
Taylor County  
Printed: \_\_\_\_\_

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

\_\_\_\_\_  
Trempealeau County  
Printed: \_\_\_\_\_

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

\_\_\_\_\_  
Vernon County  
Printed: \_\_\_\_\_

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

\_\_\_\_\_  
Vilas County  
Printed: \_\_\_\_\_

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

\_\_\_\_\_  
Walworth County  
Printed: \_\_\_\_\_

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

\_\_\_\_\_  
Washburn County  
Printed: \_\_\_\_\_

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

\_\_\_\_\_  
Washington County  
Printed: \_\_\_\_\_

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

\_\_\_\_\_  
Waukesha County  
Printed: \_\_\_\_\_

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

\_\_\_\_\_  
Waupaca County  
Printed: \_\_\_\_\_

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

\_\_\_\_\_  
Waushara County

Printed: \_\_\_\_\_

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

\_\_\_\_\_  
Winnebago County

Printed: \_\_\_\_\_

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

\_\_\_\_\_  
Wood County

Printed: \_\_\_\_\_

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

**EXHIBIT A**  
Litigating Local Governments

Adams County  
Ashland County  
Barron County  
Bayfield County  
Brown County  
Buffalo County  
Burnett County  
Calumet County  
Chippewa County  
Clark County  
Columbia County  
Crawford County  
Dane County  
Dodge County  
Door County  
Douglas County  
City of Superior  
Dunn County  
Eau Claire County  
Florence County  
Fond Du Lac County  
Forest County  
Grant County  
Green County  
Green Lake County  
Iowa County  
Iron County  
Jackson County  
Jefferson County

Juneau County  
Kenosha County  
City of Kenosha  
Village of Pleasant Prairie  
Kewaunee County  
La Crosse County  
Lafayette County  
Langlade County  
Lincoln County  
Manitowoc County  
Marathon County  
Marinette County  
City of Marinette  
Marquette County  
Menominee County  
Milwaukee County  
City of Cudahy  
City of Franklin  
City of Greenfield  
City of Milwaukee  
City of Oak Creek  
City of South Milwaukee  
City of Wauwatosa  
City of West Allis  
Monroe County  
Oconto County  
Oneida County  
Outagamie County  
Ozaukee County

Pepin County  
Pierce County  
Portage County  
Price County  
Racine County  
Village of Mount Pleasant  
Village of Sturtevant  
Village of Union Grove  
Town of Yorkville  
Richland County  
Rock County  
Rusk County  
Sauk County  
Sawyer County  
Shawano County  
Sheboygan County  
St Croix County  
Taylor County  
Trempealeau County  
Vernon County  
Vilas County  
Walworth County  
Washburn County  
Washington County  
Waukesha County  
Waupaca County  
Waushara County  
Winnebago County  
Wood County



## **WISCONSIN LOCAL GOVERNMENT MEMORANDUM OF UNDERSTANDING**

**WHEREAS**, the people of the State of Wisconsin (“State”) and its communities have been harmed by misfeasance, nonfeasance and malfeasance committed by certain entities that engage in or have engaged in the manufacture, marketing, promotion, distribution or dispensing of an opioid analgesic, including but not limited to those persons or entities identified as Defendants in the matter captioned *In re: Opioid Litigation*, MDL 2804 pending in the United States District Court for the Northern District of Ohio (“Litigation”);

**WHEREAS**, certain Wisconsin local governments identified on the attached Exhibit A (“Local Governments”), through their counsel, are separately engaged in litigation and settlement discussions seeking to hold the Defendants in the Litigation accountable for the damage caused by their misfeasance, nonfeasance and malfeasance;

**WHEREAS**, the Local Governments share a common desire to abate and alleviate the impacts of the misfeasance, nonfeasance and malfeasance described above throughout the State of Wisconsin and in its local communities;

**WHEREAS**, the settlement discussions with McKesson Corporation, Cardinal Health, Inc., AmerisourceBergen Corporation, Johnson & Johnson, Janssen Pharmaceuticals, Inc., Ortho-McNeil-Janssen Pharmaceuticals, Inc., and Janssen Pharmaceutica, Inc. (“Settling Defendants”) resulted in a tentative agreement as to settlement terms (“Settlement Agreements”) pending agreement from the State of Wisconsin, the Local Governments and other plaintiffs involved in the Litigation;

**WHEREAS**, the Settlement Agreements provide, among other things, for the payment of certain sums to Participating Subdivisions (as defined in the Settlement Agreements) upon the occurrence of certain events detailed in the Settlement Agreements;

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

**WHEREAS**, the Local Governments intend this Local Government Memorandum of Understanding (“MOU”) to effectuate the terms of the Settlement Agreements and allocate the proceeds of the Settlement Agreements to each of the Local Governments in percentages substantially similar to those identified on the attached Exhibit A.

**NOW, THEREFORE**, the Local Governments enter into this MOU upon the terms described herein.

1. The Local Governments shall in good faith cooperate and negotiate with the State to identify an appropriate escrow agent (“Escrow Agent”) and, thereafter, prepare an Escrow Agreement relating to the receipt and distribution of the proceeds payable to the State and the Local Governments under the Settlement Agreements (“Opioid

Funds”) consistent with the terms of the MOU between the State and the Local Governments and otherwise consistent with this MOU. The Escrow Agreement shall govern the Escrow Agent’s receipt and distribution of all Opioid Funds.

2. The Escrow Agreement shall authorize the escrow agent to establish an account separate and distinct from any account containing funds allocated or allocable to a Local Government which shall be referred to herein as the “Attorney Fees Account.” Pursuant to Wis. Stat. § 165.12(6) a sum up to but in no event exceeding an amount equal to 20% of the total proceeds from the Settlement Agreements attributable to Local Governments shall be deposited into the Attorney Fees Account. If the payments from a single year are not enough to fully fund the Attorney Fees Account as provided herein because such payments are made over time, the Attorney Fees Account shall be funded by placing up to, but in no event exceeding, an amount equal to 20% of each payment. A minimum of 80% of the Settlement proceeds attributable to Local Governments shall be paid to each Local Government’s segregated Opioid Abatement Account, which may be expended only for approved uses for opioid abatement as provided in the Settlement Agreements and supporting Memorandums of Understanding. Funds in the Attorney Fees Account shall be utilized to pay the fees, costs, and disbursements of counsel to a Local Government. The Attorney Fees Account shall be further split and attributed among the Local Governments according to the allocation percentages set forth on Exhibit A and counsel shall make application, and receive payment, only on the allocations within the Attorney Fees Account attributable to its clients. The parties shall cooperate in the appointment of a Special Master in the event of any disputes. Any amounts paid counsel from the national fee fund established in the Settlement Agreements and allocable to the Local Government will be deducted from the Attorneys’ Fees Account so that no counsel to the Local Government may recover more than their fee contract with the Local Government. Any excess amounts remaining in the Attorney Fee Fund after funds have been allocated and paid to counsel shall revert back to the Local Governments and the escrow agent shall allocate such sums to Local Governments based on the allocation set forth on Exhibit A, which assigns each Local Government a percentage share. Counsel may make application for payment from the Attorney Fees Account at any time and the Local Governments shall cooperate with counsel in executing any documents necessary for the escrow agent to make payments out of the Attorney Fees Account.
3. Opioid Funds shall not be considered funds of the Local Government unless and until such time as an allocation is made to the Local Government following funding of the Attorney Fees Account as provided in Paragraphs 2 above.
4. The Escrow Agreement shall allocate Opioid Funds as follows: (i) 30% to the State of Wisconsin (“State Share”); (ii) 56% to Local Governments (“LG Share”); and (iii) 14% to the Attorney Fees Account.
5. The LG Share shall be paid to each Local Government by the Escrow Agent based on the allocation created and agreed to by the Local Governments and attached hereto as Exhibit A, which assigns each Local Government a percentage share of the LG Share.

6. Nothing in this MOU is intended to alter or change any Local Government's right to pursue its own claim. Rather, the intent of this MOU is to provide a mechanism for the receipt and expenditure of Opioid Funds.
7. This MOU may be executed in counterparts. Electronic signatures shall in all respects be considered valid and binding.

**IN WITNESS WHEREOF**, the parties hereby execute this MOU as of the date set forth below.

**ON BEHALF OF THE LOCAL GOVERNMENTS:**

_____	Date: _____
Adams County	
Printed: _____	

_____	Date: _____
Ashland County	
Printed: _____	

_____	Date: _____
Barron County	
Printed: _____	

_____	Date: _____
Bayfield County	
Printed: _____	

_____	Date: _____
Brown County	
Printed: _____	

_____	Date: _____
Buffalo County	
Printed: _____	

\_\_\_\_\_  
Burnett County  
Printed: \_\_\_\_\_

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

\_\_\_\_\_  
Calumet County  
Printed: \_\_\_\_\_

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

\_\_\_\_\_  
Chippewa County  
Printed: \_\_\_\_\_

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

\_\_\_\_\_  
Clark County  
Printed: \_\_\_\_\_

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

\_\_\_\_\_  
Columbia County  
Printed: \_\_\_\_\_

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

\_\_\_\_\_  
Crawford County  
Printed: \_\_\_\_\_

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

\_\_\_\_\_  
Dane County  
Printed: \_\_\_\_\_

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

\_\_\_\_\_  
Dodge County  
Printed: \_\_\_\_\_

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

\_\_\_\_\_  
Door County  
Printed: \_\_\_\_\_

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

\_\_\_\_\_  
Douglas County  
Printed: \_\_\_\_\_

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

\_\_\_\_\_  
Superior, City of  
Printed: \_\_\_\_\_

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

\_\_\_\_\_  
Dunn County  
Printed: \_\_\_\_\_

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

\_\_\_\_\_  
Eau Claire County  
Printed: \_\_\_\_\_

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

\_\_\_\_\_  
Florence County  
Printed: \_\_\_\_\_

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

\_\_\_\_\_  
Fond Du Lac County  
Printed: \_\_\_\_\_

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

\_\_\_\_\_  
Forest County  
Printed: \_\_\_\_\_

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

\_\_\_\_\_  
Grant County  
Printed: \_\_\_\_\_

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

\_\_\_\_\_  
Green County  
Printed: \_\_\_\_\_

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

\_\_\_\_\_  
Green Lake County  
Printed: \_\_\_\_\_

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

\_\_\_\_\_  
Iowa County  
Printed: \_\_\_\_\_

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

\_\_\_\_\_  
Iron County  
Printed: \_\_\_\_\_

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

\_\_\_\_\_  
Jackson County  
Printed: \_\_\_\_\_

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

\_\_\_\_\_  
Jefferson County  
Printed: \_\_\_\_\_

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

\_\_\_\_\_  
Juneau County  
Printed: \_\_\_\_\_

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

\_\_\_\_\_  
Kenosha County  
Printed: \_\_\_\_\_

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

\_\_\_\_\_  
Kenosha, City of  
Printed: \_\_\_\_\_

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

\_\_\_\_\_  
Pleasant Prairie, City of  
Printed: \_\_\_\_\_

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

\_\_\_\_\_  
Kewaunee County  
Printed: \_\_\_\_\_

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

\_\_\_\_\_  
La Crosse County  
Printed: \_\_\_\_\_

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

\_\_\_\_\_  
Lafayette County  
Printed: \_\_\_\_\_

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

\_\_\_\_\_  
Langlade County  
Printed: \_\_\_\_\_

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

\_\_\_\_\_  
Lincoln County  
Printed: \_\_\_\_\_

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



\_\_\_\_\_  
Manitowoc County  
Printed: \_\_\_\_\_

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

\_\_\_\_\_  
Marathon County  
Printed: \_\_\_\_\_

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

\_\_\_\_\_  
Marinette County  
Printed: \_\_\_\_\_

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

\_\_\_\_\_  
Marinette, City of  
Printed: \_\_\_\_\_

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

\_\_\_\_\_  
Marquette County  
Printed: \_\_\_\_\_

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

\_\_\_\_\_  
Menominee County  
Printed: \_\_\_\_\_

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

\_\_\_\_\_  
Milwaukee County  
Printed: \_\_\_\_\_

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

\_\_\_\_\_  
Cudahy, City of  
Printed: \_\_\_\_\_

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

\_\_\_\_\_  
Franklin, City of  
Printed: \_\_\_\_\_

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

\_\_\_\_\_  
Greenfield, City of  
Printed: \_\_\_\_\_

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

\_\_\_\_\_  
Milwaukee, City of  
Printed: \_\_\_\_\_

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

\_\_\_\_\_  
Oak Creek, City of  
Printed: \_\_\_\_\_

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

\_\_\_\_\_  
South Milwaukee, City of  
Printed: \_\_\_\_\_

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

\_\_\_\_\_  
Wauwatosa, City of  
Printed: \_\_\_\_\_

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

\_\_\_\_\_  
West Allis, City of  
Printed: \_\_\_\_\_

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

\_\_\_\_\_  
Monroe County  
Printed: \_\_\_\_\_

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

\_\_\_\_\_  
Oconto County  
Printed: \_\_\_\_\_

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

\_\_\_\_\_  
Oneida County  
Printed: \_\_\_\_\_

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

\_\_\_\_\_  
Outagamie County  
Printed: \_\_\_\_\_

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

\_\_\_\_\_  
Ozaukee County  
Printed: \_\_\_\_\_

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

\_\_\_\_\_  
Pepin County  
Printed: \_\_\_\_\_

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

\_\_\_\_\_  
Pierce County  
Printed: \_\_\_\_\_

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

\_\_\_\_\_  
Polk County  
Printed: \_\_\_\_\_

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

\_\_\_\_\_  
Portage County  
Printed: \_\_\_\_\_

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

\_\_\_\_\_  
Price County  
Printed: \_\_\_\_\_

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

\_\_\_\_\_  
Racine County  
Printed: \_\_\_\_\_

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

\_\_\_\_\_  
Mount Pleasant, City of  
Printed: \_\_\_\_\_

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

\_\_\_\_\_  
Sturtevant, City of  
Printed: \_\_\_\_\_

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

\_\_\_\_\_  
Union Grove, City of  
Printed: \_\_\_\_\_

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

\_\_\_\_\_  
Yorkville Town  
Printed: \_\_\_\_\_

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

\_\_\_\_\_  
Richland County  
Printed: \_\_\_\_\_

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

\_\_\_\_\_  
Rock County  
Printed: \_\_\_\_\_

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

\_\_\_\_\_  
Rusk County  
Printed: \_\_\_\_\_

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

\_\_\_\_\_  
Sauk County  
Printed: \_\_\_\_\_

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

\_\_\_\_\_  
Sawyer County  
Printed: \_\_\_\_\_

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

\_\_\_\_\_  
Shawano County  
Printed: \_\_\_\_\_

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

\_\_\_\_\_  
Sheboygan County  
Printed: \_\_\_\_\_

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

\_\_\_\_\_  
St. Croix County  
Printed: \_\_\_\_\_

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

\_\_\_\_\_  
Taylor County  
Printed: \_\_\_\_\_

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

\_\_\_\_\_  
Trempealeau County  
Printed: \_\_\_\_\_

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

\_\_\_\_\_  
Vernon County  
Printed: \_\_\_\_\_

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

\_\_\_\_\_  
Vilas County  
Printed: \_\_\_\_\_

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

\_\_\_\_\_  
Walworth County  
Printed: \_\_\_\_\_

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

\_\_\_\_\_  
Washburn County  
Printed: \_\_\_\_\_

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

\_\_\_\_\_  
Washington County  
Printed: \_\_\_\_\_

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

\_\_\_\_\_  
Waukesha County  
Printed: \_\_\_\_\_

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

\_\_\_\_\_  
Waupaca County  
Printed: \_\_\_\_\_

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

\_\_\_\_\_  
Waushara County  
Printed: \_\_\_\_\_

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

\_\_\_\_\_  
Winnebago County  
Printed: \_\_\_\_\_

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

\_\_\_\_\_  
Wood County  
Printed: \_\_\_\_\_

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

# EXHIBIT A

## Allocation of Proceeds Among the Local Governments

The following chart is agreed upon by and between the Local Governments identified below as representing the allocation of proceeds from the Settlement Agreements following (a) allocation to the Local Governments; and (b) allocation to the Attorney Fee Fund. The Local Governments shall cooperate with one another and the State in the negotiation and execution of an Escrow Agreement to effectuate the terms of the State-Local Government MOU, the Local Government MOU and the allocation set forth below. **The dollar figures below are estimates based upon full participation and qualification under the Settlement Agreements. The figures will be calculated consistent with the Settlement Agreements.**

Estimated Full Participation Total Cash Value to Wisconsin (Big 3 + J&J)	\$ 402,168,925.80
Local Government Percentage	70%
Estimated Amount to Local Government	\$ 281,518,248.06

Local Government Type	Wisconsin Litigating Local Government	Allocation Percentage	Estimated Amount to Litigating LG
County	Adams County	0.327%	\$ 920,857.75
County	Ashland County	0.225%	\$ 632,683.94
County	Barron County	0.478%	\$ 1,344,657.56
County	Bayfield County	0.124%	\$ 348,803.41
County	Brown County	2.900%	\$ 8,164,847.97
County	Buffalo County	0.126%	\$ 354,625.52
County	Burnett County	0.224%	\$ 629,898.53
County	Calumet County	0.386%	\$ 1,085,573.38
County	Chippewa County	0.696%	\$ 1,960,377.77
County	Clark County	0.261%	\$ 735,869.43
County	Columbia County	1.076%	\$ 3,027,919.34
County	Crawford County	0.195%	\$ 549,582.65
County	Dane County	8.248%	\$ 23,220,547.57
County	Dodge County	1.302%	\$ 3,665,587.68
County	Door County	0.282%	\$ 794,488.51
County	Douglas County	0.554%	\$ 1,559,112.49
City	Superior	0.089%	\$ 250,362.65
County	Dunn County	0.442%	\$ 1,245,283.66
County	Eau Claire County	1.177%	\$ 3,314,731.87



County	Florence County	0.053%	\$ 149,825.25
County	Fond Du Lac County	1.196%	\$ 3,367,738.26
County	Forest County	0.127%	\$ 356,238.12
County	Grant County	0.498%	\$ 1,400,826.32
County	Green County	0.466%	\$ 1,313,012.89
County	Green Lake County	0.280%	\$ 788,436.02
County	Iowa County	0.279%	\$ 784,771.02
County	Iron County	0.061%	\$ 172,904.29
County	Jackson County	0.236%	\$ 663,323.35
County	Jefferson County	1.051%	\$ 2,959,875.98
County	Juneau County	0.438%	\$ 1,232,571.35
County	Kenosha County	3.712%	\$ 10,448,562.62
City	Kenosha	0.484%	\$ 1,362,915.84
City	Pleasant Prairie	0.059%	\$ 166,668.88
County	Kewaunee County	0.156%	\$ 439,004.32
County	La Crosse County	1.649%	\$ 4,641,001.59
County	Lafayette County	0.134%	\$ 378,207.19
County	Langlade County	0.312%	\$ 879,642.19
County	Lincoln County	0.350%	\$ 984,084.26
County	Manitowoc County	1.403%	\$ 3,948,777.09
County	Marathon County	1.259%	\$ 3,543,763.04
County	Marinette County	0.503%	\$ 1,416,659.12
City	Marinette	0.032%	\$ 90,081.84
County	Marquette County	0.246%	\$ 693,899.93
County	Menominee County	0.080%	\$ 224,716.94
County	Milwaukee County	25.220%	\$ 71,000,000.00
City	Cudahy	0.087%	\$ 243,615.24
City	Franklin	0.155%	\$ 434,997.99
City	Greenfield	0.163%	\$ 458,534.05
City	Milwaukee	7.815%	\$ 22,000,000.00
City	Oak Creek	0.166%	\$ 466,459.26
City	South Milwaukee	0.096%	\$ 269,776.41
City	Wauwatosa	0.309%	\$ 870,694.67
City	West Allis	0.378%	\$ 1,064,393.09
County	Monroe County	0.655%	\$ 1,844,626.56
County	Oconto County	0.336%	\$ 945,758.82
County	Oneida County	0.526%	\$ 1,481,854.26
County	Outagamie County	1.836%	\$ 5,168,112.55
County	Ozaukee County	1.036%	\$ 2,915,812.19

**Exhibit A – Local Government MOU**

County	Pepin County	0.055%	\$ 155,731.14
County	Pierce County	0.387%	\$ 1,090,097.04
County	Portage County	0.729%	\$ 2,051,646.77
County	Price County	0.149%	\$ 418,982.95
County	Racine County	3.208%	\$ 9,032,259.53
City	Mount Pleasant	0.117%	\$ 328,726.36
City	Sturtevant	0.018%	\$ 51,024.75
City	Union Grove	0.007%	\$ 20,391.93
City	Yorkville Town	0.002%	\$ 5,789.19
County	Richland County	0.218%	\$ 613,039.53
County	Rock County	2.947%	\$ 8,296,997.44
County	Rusk County	0.159%	\$ 446,480.93
County	Sauk County	1.226%	\$ 3,452,494.04
County	Sawyer County	0.258%	\$ 726,277.60
County	Shawano County	0.418%	\$ 1,177,533.50
County	Sheboygan County	1.410%	\$ 3,968,065.47
County	St Croix County	0.829%	\$ 2,334,940.90
County	Taylor County	0.159%	\$ 446,606.58
County	Trempealeau County	0.320%	\$ 900,061.49
County	Vernon County	0.322%	\$ 907,265.83
County	Vilas County	0.468%	\$ 1,317,892.57
County	Walworth County	1.573%	\$ 4,428,578.12
County	Washburn County	0.185%	\$ 520,869.98
County	Washington County	1.991%	\$ 5,606,362.93
County	Waukesha County	6.035%	\$ 16,990,548.02
County	Waupaca County	0.606%	\$ 1,706,110.45
County	Waushara County	0.231%	\$ 649,836.14
County	Winnebago County	2.176%	\$ 6,126,478.97
County	Wood County	0.842%	\$ 2,369,203.43

**Exhibit A – Local Government MOU**

## JANSSEN SETTLEMENT AGREEMENT

This settlement agreement dated as of July 21, 2021 (the “*Agreement*”) sets forth the terms of settlement between and among the Settling States, Participating Subdivisions, and Janssen (as those terms are defined below). Upon satisfaction of the conditions set forth in Sections II and VIII, this Agreement will be binding on the Settling States, Janssen, and Participating Subdivisions. This Agreement will then be filed as part of Consent Judgments in the respective courts of each of the Settling States, pursuant to the terms set forth in Section VIII.

### I. Definitions

Unless otherwise specified, the following definitions apply:

1. “*Abatement Accounts Fund*” means a component of the Settlement Fund described in subsection VI.E.
2. “*Additional Restitution Amount*” means the amount available to Settling States listed in Exhibit N of \$67,307,692.
3. “*Agreement*” means this agreement as set forth above, inclusive of all exhibits.
4. “*Alleged Harms*” means the alleged past, present, and future financial, societal, and related expenditures arising out of the alleged misuse and abuse of opioid products, non-exclusive examples of which are described in the documents listed on Exhibit A, that have allegedly arisen as a result of the physical and bodily injuries sustained by individuals suffering from opioid-related addiction, abuse, death, and other related diseases and disorders, and that have allegedly been caused by Janssen.
5. “*Allocation Statute*” means a state law that governs allocation, distribution, and/or use of some or all of the Settlement Fund amounts allocated to that State and/or its Subdivisions. In addition to modifying the allocation, as set forth in subsection VI.D.2, an Allocation Statute may, without limitation, contain a Statutory Trust, further restrict expenditure of funds, form an advisory committee, establish oversight and reporting requirements, or address other default provisions and other matters related to the funds. An Allocation Statute is not required to address all three (3) types of funds comprising the Settlement Fund or all default provisions.
6. “*Annual Payment*” means the total amount payable to the Settlement Fund by Janssen on the Payment Date each year in 2023 and onward, as calculated by the Settlement Fund Administrator pursuant to Section V. For the avoidance of doubt, this term does not include the Additional Restitution Amount or amounts paid pursuant to Section XI.
7. “*Appropriate Official*” means the official defined in subsection XIII.E.

8. “*Attorney Fee Fund*” means an account consisting of funds allocated to pay attorneys’ fees and costs pursuant to the agreement on attorneys’ fees and costs attached as Exhibit R.
9. “*Bar*” means either (1) a ruling by the highest court of the State or the intermediate court of appeals when not subject to further review by the highest court of the State in a State with a single intermediate court of appeals setting forth the general principle that no Subdivisions or Special Districts in the State may maintain Released Claims against Released Entities, whether on the ground of the Agreement (or the release in it) or otherwise; (2) a law barring Subdivisions and Special Districts in the State from maintaining or asserting Released Claims against Released Entities (either through a direct bar or through a grant of authority to release claims and that authority is exercised in full); or (3) a Settlement Class Resolution in the State with full force and effect. For the avoidance of doubt, a law or ruling that is conditioned or predicated upon payment by a Released Entity (apart from payments by Janssen incurred under the Agreement) shall not constitute a Bar.
10. “*Case-Specific Resolution*” means either (1) a law barring specified Subdivisions or Special Districts from maintaining Released Claims against Released Entities (either through a direct bar or through a grant of authority to release claims and that authority is exercised in full); (2) a ruling by a court of competent jurisdiction over a particular Subdivision or Special District that has the legal effect of barring the Subdivision or Special District from maintaining any Released Claims at issue against Released Entities, whether on the ground of the Agreement (or the release in it) or otherwise; or (3) in the case of a Special District, a release consistent with Section IV below. For the avoidance of doubt, a law, ruling, or release that is conditioned or predicated upon a post-Effective Date payment by a Released Entity (apart from payments by Janssen incurred under the Agreement or injunctive relief obligations incurred by it) shall not constitute a Case-Specific Resolution.
11. “*Claim*” means any past, present or future cause of action, claim for relief, cross-claim or counterclaim, theory of liability, demand, derivative claim, request, assessment, charge, covenant, damage, debt, lien, loss, penalty, judgment, right, obligation, dispute, suit, contract, controversy, agreement, parens patriae claim, promise, performance, warranty, omission, or grievance of any nature whatsoever, whether legal, equitable, statutory, regulatory or administrative, whether arising under federal, state or local common law, statute, regulation, guidance, ordinance or principles of equity, whether filed or unfiled, whether asserted or unasserted, whether known or unknown, whether accrued or unaccrued, whether foreseen, unforeseen or unforeseeable, whether discovered or undiscovered, whether suspected or unsuspected, whether fixed or contingent, and whether existing or hereafter arising, in all such cases, including but not limited to any request for declaratory, injunctive, or equitable relief, compensatory, punitive, or statutory damages, absolute liability, strict liability, restitution, subrogation, contribution, indemnity, apportionment, disgorgement, reimbursement, attorney fees, expert

fees, consultant fees, fines, penalties, expenses, costs or any other legal, equitable, civil, administrative, or regulatory remedy whatsoever.

12. “*Claim Over*” means a Claim asserted by a Non-Released Entity against a Released Entity on the basis of contribution, indemnity, or other claim-over on any theory relating to a Non-Party Covered Conduct Claim asserted by a Releasor.
13. “*Compensatory Restitution Amount*” means the aggregate amount of payments by Janssen hereunder other than amounts paid as attorneys’ fees and costs or identified pursuant to subsection VI.B.2 as being used to pay attorneys’ fees and investigation costs or litigation costs.
14. “*Consent Judgment*” means a state-specific consent judgment in a form to be agreed upon by the Settling States, Participating Subdivisions, and Janssen prior to the Initial Participation Date that, among other things, (1) approves this Agreement and (2) provides for the release set forth in Section IV, including the dismissal with prejudice of any Released Claims that the Settling State has brought against Released Entities.
15. “*Court*” means the respective court for each Settling State to which the Agreement and the Consent Judgment are presented for approval and/or entry as to that Settling State, or the Northern District of Ohio for purposes of administering the Attorney Fee Fund and any related fee and cost agreements.
16. “*Covered Conduct*” means any actual or alleged act, failure to act, negligence, statement, error, omission, breach of any duty, conduct, event, transaction, agreement, misstatement, misleading statement or other activity of any kind whatsoever from the beginning of time through the Reference Date (and any past, present, or future consequence of any such act, failure to act, negligence, statement, error, omission, breach of duty, conduct, event, transaction, agreement, misstatement, misleading statement or other activity) relating in any way to (a) the discovery, development, manufacture, packaging, repackaging, marketing, promotion, advertising, labeling, recall, withdrawal, distribution, delivery, monitoring, reporting, supply, sale, prescribing, dispensing, physical security, warehousing, use or abuse of, or operating procedures relating to any Product, or any system, plan, policy, or advocacy relating to any Product or class of Products, including but not limited to any unbranded promotion, marketing, programs, or campaigns relating to any Product or class of Products; (b) the characteristics, properties, risks, or benefits of any Product; (c) the reporting, disclosure, non-reporting or non-disclosure to federal, state or other regulators of orders for any Product placed with any Released Entity; (d) the selective breeding, harvesting, extracting, purifying, exporting, importing, applying for quota for, procuring quota for, handling, promoting, manufacturing, processing, packaging, supplying, distributing, converting, or selling of, or otherwise engaging in any activity relating to, precursor or component Products, including but not limited to natural, synthetic, semi-synthetic or chemical raw materials, starting materials, finished

active pharmaceutical ingredients, drug substances, or any related intermediate Products; or (e) diversion control programs or suspicious order monitoring related to any Product.

17. “*Designated State*” means New York.
18. “*Effective Date*” means the date sixty (60) days after the Reference Date.
19. “*Enforcement Committee*” means a committee consisting of representatives of the Settling States and of the Participating Subdivisions. Exhibit B contains the organizational bylaws of the Enforcement Committee. Notice pursuant to subsection XIII.O shall be provided when there are changes in membership or contact information.
20. “*Global Settlement Abatement Amount*” means the abatement amount of \$4,534,615,385.
21. “*Global Settlement Amount*” means \$5 billion, which shall be divided into the Global Settlement Abatement Amount, the Additional Restitution Amount, and the Global Settlement Attorney Fee Amount.
22. “*Global Settlement Attorney Fee Amount*” means the attorney fee amount of \$398,076,923.
23. “*Incentive A*” means the incentive payment described in subsection V.E.4.
24. “*Incentive B*” means the incentive payment described in subsection V.E.5.
25. “*Incentive C*” means the incentive payment described in subsection V.E.6.
26. “*Incentive D*” means the incentive payment described in subsection V.E.7.
27. “*Incentive Payment Final Eligibility Date*” means, with respect to a Settling State, the date that is the earliest of (1) three years after the Effective Date; (2) the date of completion of opening statements in a trial of any action brought by a Subdivision in that State that includes a Released Claim against a Released Entity when such date is more than two (2) years after the Effective Date; or (3) two (2) years after the Effective Date in the event a trial of an action brought by a Subdivision in that State that includes a Released Claim against a Released Entity began after the Initial Participation Date but before two (2) years after the Effective Date.
28. “*Initial Participating Subdivision*” means a Subdivision that meets the requirements set forth in subsection VII.D.
29. “*Initial Participation Date*” means the date one hundred twenty (120) days after the Preliminary Agreement Date, unless it is extended by written agreement of Janssen and the Enforcement Committee.

30. “*Initial Year Payment*” means the total amount payable to the Settlement Fund by Janssen on each of the two Payment Dates in 2022, as calculated by the Settlement Fund Administrator pursuant to Section V. For the avoidance of doubt, this term does not include the Additional Restitution Amount or amounts paid pursuant to Section XI.
31. “*Injunctive Relief Terms*” means the terms described in Section III and set forth in Exhibit P.
32. “*Janssen*” means Johnson & Johnson, Janssen Pharmaceuticals, Inc., Ortho-McNeil-Janssen Pharmaceuticals, Inc., and Janssen Pharmaceutica, Inc.
33. “*Later Litigating Special District*” means a Special District (or Special District official asserting the right of or for the Special District to recover for alleged harms to the Special District and/or the people thereof) that is not a Litigating Special District and that files a lawsuit bringing a Released Claim against a Released Entity, or that adds such a claim to a pre-existing lawsuit, after the Preliminary Agreement Date. It may also include a Litigating Special District whose claims were resolved by a judicial Bar or Case-Specific Resolution which is later revoked following the execution date of this Agreement, when such Litigating Special District takes any affirmative step in its lawsuit other than seeking a stay or removal.
34. “*Later Litigating Subdivision*” means a Subdivision (or Subdivision official asserting the right of or for the Subdivision to recover for alleged harms to the Subdivision and/or the people thereof) that is not a Litigating Subdivision and that files a lawsuit bringing a Released Claim against a Released Entity, or that adds such a claim to a pre-existing lawsuit, after the Trigger Date. It may also include a Litigating Subdivision whose claims were resolved by a judicial Bar or Case-Specific Resolution which is later revoked following the execution date of this Agreement, when such Litigating Subdivision takes any affirmative step in its lawsuit other than seeking a stay or removal.
35. “*Later Participating Subdivision*” means a Participating Subdivision that meets the requirements of subsection VII.E but is not an Initial Participating Subdivision.
36. “*Litigating Special District*” means a Special District (or Special District official) that brought any Released Claims against any Released Entities on or before the Preliminary Agreement Date that were not separately resolved prior to that date. A list of Litigating Special Districts will be agreed to by the parties and attached hereto as of the Preliminary Agreement Date.
37. “*Litigating Subdivision*” means a Subdivision (or Subdivision official asserting the right of or for the Subdivision to recover for alleged harms to the Subdivision and/or the people thereof) that brought any Released Claim against any Released Entity prior to the Trigger Date that were not separately resolved prior to that

Trigger Date. A Prior Litigating Subdivision shall not be considered a Litigating Subdivision. Exhibit C is an agreed list of the Litigating Subdivisions. Exhibit C will be updated (including with any corrections) periodically, and a final version of Exhibit C will be attached hereto as of the Reference Date.

- 38. “*National Arbitration Panel*” means the panel described in subsection XII.F.
- 39. “*National Disputes*” means the disputes described in subsection XII.F.
- 40. “*Non-Litigating Special District*” means a Special District that is neither a Litigating Special District nor a Later Litigating Special District.
- 41. “*Non-Litigating Subdivision*” means a Subdivision that is neither a Litigating Subdivision nor a Later Litigating Subdivision.
- 42. “*Non-Participating Subdivision*” means a Subdivision that is not a Participating Subdivision.
- 43. “*Non-Party Covered Conduct Claim*” means a Claim against any Non-Released Entity involving, arising out of, or related to Covered Conduct (or conduct that would be Covered Conduct if engaged in by a Released Entity).
- 44. “*Non-Party Settlement*” means a settlement by any Releasor that settles any Non-Party Covered Conduct Claim and includes a release of any Non-Released Entity.
- 45. “*Non-Released Entity*” means an entity that is not a Released Entity.
- 46. “*Non-Settling State*” means a State that is not a Settling State.
- 47. “*Opioid Remediation*” means care, treatment, and other programs and expenditures (including reimbursement for past such programs or expenditures except where this Agreement restricts the use of funds solely to future Opioid Remediation) designed to (1) address the misuse and abuse of opioid products, (2) treat or mitigate opioid use or related disorders, or (3) mitigate other alleged effects of the opioid abuse crisis, including on those injured as a result of the opioid abuse crisis. Exhibit E provides a non-exhaustive list of expenditures that qualify as being paid for Opioid Remediation. Qualifying expenditures may include reasonable related administrative expenses.
- 48. “*Overall Allocation Percentage*” means a Settling State’s percentage as set forth in Exhibit F. The aggregate Overall Allocation Percentages of all States (including Settling States and Non-Settling States) shall equal 100%.
- 49. “*Participating Special District*” means a Special District that executes a release consistent with Section IV below and meets the requirements for becoming a Participating Special District under Section VII.



50. “*Participating Subdivision*” means a Subdivision that meets the requirements for becoming a Participating Subdivision under Section VII. Participating Subdivisions include both Initial Participating Subdivisions and Later Participating Subdivisions. Subdivisions eligible to become Participating Subdivisions are listed in Exhibit G. A Settling State may add additional Subdivisions to Exhibit G at any time prior to the Initial Participation Date.
51. “*Participation Tier*” means the level of participation in this Agreement as determined pursuant to subsection VIII.C using the criteria set forth in Exhibit H.
52. “*Parties*” means Janssen and the Settling States (each, a “*Party*”).
53. “*Payment Date*” means the date on which Janssen makes its payments pursuant to Section V and Exhibit M.
54. “*Payment Year*” means the calendar year during which the applicable Initial Year Payments or Annual Payments are due pursuant to subsection V.B. Payment Year 1 is 2022, Payment Year 2 is 2023 and so forth. References to payment “for a Payment Year” mean the Initial Year Payments or Annual Payment due during that year. References to eligibility “for a Payment Year” mean eligibility in connection with the Initial Year Payments or Annual Payment due during that year.
55. “*Preliminary Agreement Date*” means the date on which Janssen gives notice to the Settling States and MDL PEC of its determination that a sufficient number of States have agreed to be Settling States. This date shall be no more than fourteen (14) days after the end of the notice period to States, unless it is extended by written agreement of Janssen and the Enforcement Committee.
56. “*Primary Subdivision*” means a Subdivision that has a population of 30,000 or more. A list of Primary Subdivisions in each State is provided in Exhibit I.
57. “*Prior Litigating Subdivision*” means a Subdivision (or Subdivision official asserting the right of or for the Subdivision to recover for alleged harms to the Subdivision and/or the people thereof) that brought any Released Claim against any Released Entity prior to the Trigger Date and all such Released Claims were separately settled or finally adjudicated prior to the Trigger Date; *provided, however,* that if the final adjudication was pursuant to a Bar, such Subdivision shall not be considered a Prior Litigating Subdivision. Notwithstanding the prior sentence, Janssen and the State of the relevant Subdivision may agree in writing that such Subdivision shall not be considered a Prior Litigating Subdivision.
58. “*Product*” means any chemical substance, whether used for medicinal or non-medicinal purposes, and whether natural, synthetic, or semi-synthetic, or any finished pharmaceutical product made from or with such substance, that is an opioid or opiate, as well as any product containing any such substance. It also includes: 1) the following when used in combination with opioids or opiates: benzodiazepine, carisoprodol, zolpidem, or gabapentin; and 2) a combination or

“cocktail” of any stimulant or other chemical substance prescribed, sold, bought, or dispensed to be used together that includes opioids or opiates. For the avoidance of doubt, “Product” does not include benzodiazepine, carisoprodol, zolpidem, or gabapentin when not used in combination with opioids or opiates. “Product” includes but is not limited to any substance consisting of or containing buprenorphine, codeine, fentanyl, hydrocodone, hydromorphone, meperidine, methadone, morphine, naloxone, naltrexone, oxycodone, oxymorphone, tapentadol, tramadol, opium, heroin, carfentanil, any variant of these substances, or any similar substance. “Product” also includes any natural, synthetic, semi-synthetic or chemical raw materials, starting materials, finished active pharmaceutical ingredients, drug substances, and any related intermediate products used or created in the manufacturing process for any of the substances described in the preceding sentence.

59. “*Reference Date*” means the date on which Janssen is to inform the Settling States and MDL PEC of its determination whether there is sufficient resolution of claims and potential claims at the Subdivision level to go forward with the settlement. The Reference Date shall be thirty (30) days after the Initial Participation Date, unless it is extended by written agreement of Janssen and the Enforcement Committee.
60. “*Released Claims*” means any and all Claims that directly or indirectly are based on, arise out of, or in any way relate to or concern the Covered Conduct occurring prior to the Reference Date. Without limiting the foregoing, “Released Claims” include any Claims that have been asserted against the Released Entities by any Settling State or any of its Litigating Subdivisions or Litigating Special Districts in any federal, state or local action or proceeding (whether judicial, arbitral, or administrative) based on, arising out of or relating to, in whole or in part, the Covered Conduct, or any such Claims that could be or could have been asserted now or in the future in those actions or in any comparable action or proceeding brought by a State, any of its Subdivisions or Special Districts, or any Releasors (whether or not such State, Subdivision, Special District, or Releasor has brought such action or proceeding). Released Claims also include all Claims asserted in any proceeding to be dismissed pursuant to the Agreement, whether or not such claims relate to Covered Conduct. The Parties intend that “Released Claims” be interpreted broadly. This Agreement does not release Claims by private individuals. It is the intent of the Parties that Claims by private individuals be treated in accordance with applicable law. Released Claims is also used herein to describe Claims brought by a Later Litigating Subdivision or other non-party Subdivision or Special District that would have been Released Claims if they had been brought by a Releasor against a Released Entity.
61. “*Released Entities*” means Janssen and (1) all of Janssen’s past and present direct or indirect parents, subsidiaries, divisions, predecessors, successors, assigns, including Noramco, Inc. and Tasmanian Alkaloids PTY. LTD.; (2) the past and present direct or indirect subsidiaries, divisions, and joint ventures, of any of the foregoing; (3) all of Janssen’s insurers (solely in their role as insurers with respect

to the Released Claims); (4) all of Janssen's, or of any entity described in subsection (1), past and present joint ventures; and (5) the respective past and present officers, directors, members, shareholders (solely in their capacity as shareholders of the foregoing entities), partners, trustees, agents, and employees of any of the foregoing (for actions that occurred during and related to their work for, or employment with, Janssen). Any person or entity described in subsections (3)-(5) shall be a Released Entity solely in the capacity described in such clause and shall not be a Released Entity with respect to its conduct in any other capacity. For the avoidance of doubt, the entities listed in Exhibit Q are not Released Entities; *and provided further* that any joint venture partner of Janssen or Janssen's subsidiary is not a Released Entity unless it falls within subsections (1)-(5) above. A list of Janssen's present subsidiaries and affiliates can be found at <https://johnsonandjohnson.gcs-web.com/static-files/f61ae5f3-ff03-46c1-bfc9-174947884db2>. Janssen's predecessor entities include but are not limited to those entities listed on Exhibit J. For the avoidance of doubt, any entity acquired, or joint venture entered into, by Janssen after the Reference Date is not a Released Entity.

62. “*Releasors*” means (1) each Settling State; (2) each Participating Subdivision; and (3) without limitation and to the maximum extent of the power of each Settling State's Attorney General and/or Participating Subdivision to release Claims, (a) the Settling State's and Participating Subdivision's departments, agencies, divisions, boards, commissions, Subdivisions, districts, instrumentalities of any kind and attorneys, including its Attorney General, and any person in their official capacity whether elected or appointed to serve any of the foregoing and any agency, person, or other entity claiming by or through any of the foregoing, (b) any public entities, public instrumentalities, public educational institutions, unincorporated districts, fire districts, irrigation districts, water districts, law enforcement districts, emergency services districts, school districts, hospital districts and other Special Districts in a Settling State, and (c) any person or entity acting in a *parens patriae*, sovereign, quasi-sovereign, private attorney general, *qui tam*, taxpayer, or other capacity seeking relief on behalf of or generally applicable to the general public with respect to a Settling State or Subdivision in a Settling State, whether or not any of them participate in the Agreement. The inclusion of a specific reference to a type of entity in this definition shall not be construed as meaning that the entity is not a Subdivision. In addition to being a Releasor as provided herein, a Participating Subdivision shall also provide the Subdivision Settlement Participation Form or the Election and Release Form referenced in Section VII providing for a release to the fullest extent of the Participating Subdivision's authority, which shall be attached as an exhibit to the Agreement. Each Settling State's Attorney General represents that he or she has or has obtained (or will obtain no later than the Initial Participation Date) the authority set forth in the Representation and Warranty subsection of Section IV.
63. “*Revocation Event*” means with respect to a Bar, Settlement Class Resolution, or Case-Specific Resolution, a legislative amendment or a revocation, rescission, reversal, overruling, or interpretation that in any way limits the effect of such Bar,

Settlement Class Resolution, or Case-Specific Resolution on Released Claims or any other action or event that otherwise deprives the Bar, Settlement Class Resolution or Case-Specific Resolution of force or effect in any material respect.

64. “*Settlement Class Resolution*” means a class action resolution in a court of competent jurisdiction in a Settling State with respect to a class of Subdivisions and Special Districts in that State that (1) conforms with that Settling State’s statutes, case law, and/or rules of procedure regarding class actions; (2) is approved and entered as an order of a court of competent jurisdiction in that State and has become final as defined in “State-Specific Finality”; (3) is binding on all Non-Participating Subdivisions and Special Districts in that State (other than opt outs as permitted under the next sentence); (4) provides that all such Non-Participating Subdivisions or Special Districts may not bring Released Claims against Released Entities, whether on the ground of the Agreement (or the releases herein) or otherwise; and (5) does not impose any costs or obligations on Janssen other than those provided for in the Agreement, or contain any provision inconsistent with any provision of the Agreement. If applicable state law requires that opt-out rights be afforded to members of the class, a class action resolution otherwise meeting the foregoing requirements shall qualify as a Settlement Class Resolution unless Subdivisions collectively representing more than 1% of the total population of all of that State’s Subdivisions listed in Exhibit G opt out. In seeking certification of any Settlement Class, the applicable State and Participating Subdivisions shall make clear that certification is sought solely for settlement purposes and shall have no applicability beyond approval of the settlement for which certification is sought. Nothing in this Agreement constitutes an admission by any Party that class certification would be appropriate for litigation purposes in any case.
65. “*Settlement Fund*” means the interest-bearing fund established under the Agreement into which all payments by Janssen are made other than amounts paid as attorneys’ fees and costs or identified pursuant to subsection VI.B.2 as being used to pay attorneys’ fees and costs. The Settlement Fund comprises the Abatement Accounts Fund, State Fund, and Subdivision Fund.
66. “*Settlement Fund Administrator*” means the entity that determines the Annual Payments (including calculating Incentive Payments pursuant to Section V) and any amounts subject to suspension or offset pursuant to Sections V and IX), determines the Participation Tier, and administers and distributes amounts into the Settlement Fund. The duties of the Settlement Fund Administrator shall be governed by this Agreement. Prior to the Initial Participation Date, the Parties shall agree to selection and removal processes for and a detailed description of the Settlement Fund Administrator’s duties, including a detailed mechanism for paying the Settlement Fund Administrator’s fees and costs, all of which shall be appended to the Agreement as Exhibit L.

67. “*Settlement Fund Escrow*” means the interest-bearing escrow fund established pursuant to this Agreement to hold disputed or suspended payments made under this Agreement.
68. “*Settlement Payment Schedule*” means the schedule of payments attached to this Agreement as Exhibit M. A revised Settlement Payment Schedule will be substituted for Exhibit M after any offsets, reductions, or suspensions under Sections V and IX are determined.
69. “*Settling State*” means any State that has entered the Agreement.
70. “*Special District*” means a formal and legally recognized sub-entity of a State that is authorized by State law to provide one or a limited number of designated functions, including but not limited to school districts, fire districts, healthcare & hospital districts, and emergency services districts. Special Districts do not include sub-entities of a State that provide general governance for a defined area that would qualify as a Subdivision.
71. “*State*” means any state of the United States of America, the District of Columbia, American Samoa, Guam, the Northern Mariana Islands, Puerto Rico, and the U.S. Virgin Islands. Additionally, the use of non-capitalized “state” to describe something (e.g., “state court”) shall also be read to include parallel entities in commonwealths, territories, and the District of Columbia (e.g., “territorial court”).
72. “*State Fund*” means a component of the Settlement Fund described in subsection VI.C.
73. “*State-Specific Finality*” means, with respect to the Settling State in question:
- a. the Agreement and the Consent Judgment have been approved and entered by the Court as to Janssen, including the release of all Released Claims against Released Entities as provided in this Agreement;
  - b. for all lawsuits brought by the Settling State against Released Entities for Released Claims, either previously filed or filed as part of the entry of the Consent Judgment, the Court has stated in the Consent Judgment or otherwise entered an order finding that all Released Claims against Released Entities asserted in the lawsuit have been resolved by agreement; and
  - c. (1) the time for appeal or to seek review of or permission to appeal from the approval and entry as described in subsection (a) hereof and entry of such order described in subsection (b) hereof has expired; or (2) in the event of an appeal, the appeal has been dismissed or denied, or the approval and entry described in (a) hereof and the order described in subsection (b) hereof have been affirmed in all material respects (to the extent challenged in the appeal) by the court of last resort to which such appeal has been taken and such dismissal or affirmance has become no

longer subject to further appeal (including, without limitation, review by the United States Supreme Court).

74. “*State-Subdivision Agreement*” means an agreement that a Settling State reaches with the Subdivisions in that State regarding the allocation, distribution, and/or use of funds allocated to that State and to Participating Subdivisions in that State. A State-Subdivision Agreement shall be effective if approved pursuant to the provisions of Exhibit O or if adopted by statute. Preexisting agreements addressing funds other than those allocated pursuant to this Agreement shall qualify if the approval requirements of Exhibit O are met. A State and its Subdivisions may revise, supplement, or refine a State-Subdivision Agreement if approved pursuant to the provisions of Exhibit O or if adopted by statute.
75. “*Statutory Trust*” means a trust fund established by state law to receive funds allocated to a State’s Abatement Accounts Fund and restrict their expenditure to Opioid Remediation purposes subject to reasonable administrative expenses. A State may give a Statutory Trust authority to allocate one or more of the three Settlement Funds, but this is not required.
76. “*Subdivision*” means a formal and legally recognized sub-entity of a State that provides general governance for a defined area, including a county, parish, city, town, village, or similar entity. Unless otherwise specified, “Subdivision” includes all functional counties and parishes and other functional levels of sub-entities of a State that provide general governance for a defined area. Historic, non-functioning sub-entities of a State (such as Connecticut counties) are not Subdivisions, unless the entity has filed a lawsuit that includes a Released Claim against a Released Entity in a direct, parens patriae, or any other capacity. For purposes of this Agreement, the term Subdivision does not include Special Districts. A list of Subdivisions by state will be agreed to prior to any Subdivision sign-on period.
77. “*Subdivision Allocation Percentage*” means for Subdivisions in a Settling State that are eligible to receive an allocation from the Subdivision Fund pursuant to subsection VI.C or subsection VI.D, the percentage as set forth in Exhibit G. The aggregate Subdivision Allocation Percentage of all Subdivisions receiving a Subdivision Allocation Percentage in each State shall equal 100%. Immediately upon the effectiveness of any State-Subdivision Agreement, Allocation Statute, Statutory Trust, or voluntary redistribution allowed by subsection VI.D.3 (or upon the effectiveness of an amendment to any State-Subdivision Agreement, Allocation Statute, Statutory Trust, or voluntary redistribution allowed by subsection VI.D.3) that addresses allocation from the Subdivision Fund, or upon any, whether before or after the Initial Participation Date, Exhibit G will automatically be amended to reflect the allocation from the Subdivision Fund pursuant to the State-Subdivision Agreement, Allocation Statute, Statutory Trust, or voluntary redistribution allowed by Section V.D.3. The Subdivision Allocation Percentages contained in Exhibit G may not change once notice is distributed pursuant to subsection VII.A, except upon the effectiveness of any State-

Subdivision Agreement, Allocation Statute, Statutory Trust, or voluntary redistribution allowed by subsection VI.D.3 (or upon the effectiveness of an amendment to any State-Subdivision Agreement, Allocation Statute, Statutory Trust, or voluntary redistribution allowed by subsection VI.D.3) that addresses allocation from the Subdivision Fund. For the avoidance of doubt, no Subdivision not listed on Exhibit G shall receive an allocation from the Subdivision Fund and no provision of this Agreement shall be interpreted to create such an entitlement.

78. “*Subdivision Fund*” means a component of the Settlement Fund described in subsection VI.C.
79. “*Subdivision Settlement Participation Form*” means the form attached as Exhibit K that Participating Subdivisions must execute and return to the Settlement Fund Administrator, and which shall (1) make such Participating Subdivisions signatories to this Agreement, (2) include a full and complete release of any and of such Subdivision’s claims, and (3) require the prompt dismissal with prejudice of any Released Claims that have been filed by any such Participating Subdivision.
80. “*Threshold Motion*” means a motion to dismiss or equivalent dispositive motion made at the outset of litigation under applicable procedure. A Threshold Motion must include as potential grounds for dismissal, any applicable Bar or the relevant release by a Settling State or Participating Subdivision provided under this Agreement and, where appropriate under applicable law, any applicable limitations defense.
81. “*Trigger Date*” means, in the case of a Primary Subdivision, the Reference Date, or, in the case of all other Subdivisions, the Preliminary Agreement Date.

## **II. Participation by States and Condition to Preliminary Agreement**

- A. *Notice to States.* On July 22, 2021 this Agreement shall be distributed to all States. The States’ Attorneys General shall then have a period of thirty (30) days to decide whether to become Settling States. States that determine to become Settling States shall so notify the National Association of Attorneys General and Janssen and shall further commit to obtaining any necessary additional State releases prior to the Reference Date. This notice period may be extended by written agreement of Janssen and the Enforcement Committee.
- B. *Condition to Preliminary Agreement.* Following the notice period set forth in subsection II.A above, Janssen shall determine on or before the Preliminary Agreement Date whether, in its sole discretion, enough States have agreed to become Settling States to proceed with notice to Subdivisions as set forth in Section VII below. If Janssen determines that this condition has been satisfied, and that notice to the Litigating Subdivisions should proceed, it will so notify the Settling States by providing notice to the Enforcement Committee and Settlement Fund Administrator on the Preliminary Agreement Date. If Janssen determines that this condition has not been satisfied, it will so

notify the Settling States by providing notice to the Enforcement Committee and Settlement Fund Administrator, and this Agreement will have no further effect and all releases and other commitments or obligations contained herein will be void.

- C. *Later Joinder by States.* After the Preliminary Agreement Date, a State may only become a Settling State with the consent of Janssen, in its sole discretion. If a State becomes a Settling State more than sixty (60) days after the Preliminary Agreement Date, but on or before January 1, 2022, the Subdivisions and Special Districts in that State that become Participating Subdivisions and Participating Special Districts within ninety (90) days of the State becoming a Settling State shall be considered Initial Participating Subdivisions or Initial Participating Special Districts. A State may not become a Settling State after January 1, 2022.

### **III. Injunctive Relief**

- A. *Entry of Injunctive Relief.* As part of the Consent Judgment, the Parties agree to the injunctive relief terms attached as Exhibit P.

### **IV. Release**

- A. *Scope.* As of the Effective Date, the Released Entities will be released and forever discharged from all of the Releasors' Released Claims. Each Settling State (for itself and its Releasors) and Participating Subdivision (for itself and its Releasors) will, on or before the Effective Date, absolutely, unconditionally, and irrevocably covenant not to bring, file, or claim, or to cause, assist in bringing, or permit to be brought, filed, or claimed, or to otherwise seek to establish liability for any Released Claims against any Released Entity in any forum whatsoever. The releases provided for in the Agreement are intended by the Parties to be broad and shall be interpreted so as to give the Released Entities the broadest possible bar against any liability relating in any way to Released Claims and extend to the full extent of the power of each Settling State and its Attorney General to release claims. The Release shall be a complete bar to any Released Claim.
- B. *Claim Over and Non-Party Settlement.*

1. *Statement of Intent.* It is the intent of the Parties that:
  - a. Released Entities should not seek contribution or indemnification (other than pursuant to an insurance contract) from other parties for their payment obligations under this Settlement Agreement;
  - b. the payments made under this Settlement Agreement shall be the sole payments made by the Released Entities to the Releasors involving, arising out of, or related to Covered Conduct (or conduct that would be Covered Conduct if engaged in by a Released Entity);
  - c. Claims by Releasors against non-Parties should not result in additional payments by Released Entities, whether through contribution, indemnification or any other means; and



- d. the Settlement meets the requirements of the Uniform Contribution Among Joint Tortfeasors Act and any similar state law or doctrine that reduces or discharges a released party's liability to any other parties.
  - e. The provisions of this subsection IV.B are intended to be implemented consistent with these principles. This Agreement and the releases and dismissals provided for herein are made in good faith.
2. *Contribution/Indemnity Prohibited.* No Released Entity shall seek to recover for amounts paid under this Agreement based on indemnification, contribution, or any other theory from a manufacturer, pharmacy, hospital, pharmacy benefit manager, health insurer, third-party vendor, trade association, distributor, or health care practitioner, provided that a Released Entity shall be relieved of this prohibition with respect to any entity that asserts a Claim-Over against it. For the avoidance of doubt, nothing herein shall prohibit a Released Entity from recovering amounts owed pursuant to insurance contracts.
3. *Non-Party Settlement.* To the extent that, on or after the Reference Date, any Releasor enters into a Non-Party Settlement, including in any bankruptcy case or through any plan of reorganization (whether individually or as a class of creditors), the Releasor will include (or in the case of a Non-Party Settlement made in connection with a bankruptcy case, will cause the debtor to include), unless prohibited from doing so under applicable law, in the Non-Party Settlement a prohibition on contribution or indemnity of any kind substantially equivalent to that required from Janssen in subsection IV.B.2, or a release from such Non-Released Entity in favor of the Released Entities (in a form equivalent to the releases contained in this Agreement) of any Claim-Over. The obligation to obtain the prohibition and/or release required by this subsection is a material term of this Agreement.
4. *Claim-Over.* In the event that any Releasor obtains a judgment with respect to Non-Party Covered Conduct against a Non-Released Entity that does not contain a prohibition like that in subsection IV.B.3, or any Releasor files a Non-Party Covered Conduct Claim against a non-Released Entity in bankruptcy or a Releasor is prevented for any reason from obtaining a prohibition/release in a Non-Party Settlement as provided in subsection IV.B.3, and such Non-Released Entity asserts a Claim-Over against a Released Entity, that Releasor and Janssen shall take the following actions to ensure that the Released Entities do not pay more with respect to Covered Conduct to Releasors or to Non-Released Entities than the amounts owed under this Settlement Agreement by Janssen:
- a. Janssen shall notify that Releasor of the Claim-Over within sixty (60) days of the assertion of the Claim-Over or sixty (60) days of the Effective Date of this Settlement Agreement, whichever is later;
  - b. Janssen and that Releasor shall meet and confer concerning the means to hold Released Entities harmless and ensure that it is not required to pay

more with respect to Covered Conduct than the amounts owed by Janssen under this Settlement Agreement;

- c. That Releasor and Janssen shall take steps sufficient and permissible under the law of the State of the Releasor to hold Released Entities harmless from the Claim-Over and ensure Released Entities are not required to pay more with respect to Covered Conduct than the amounts owed by Janssen under this Settlement Agreement. Such steps may include, where permissible:
  - (1) Filing of motions to dismiss or such other appropriate motion by Janssen or Released Entities, and supported by Releasors, in response to any claim filed in litigation or arbitration;
  - (2) Reduction of that Releasor's Claim and any judgment it has obtained or may obtain against such Non-Released Entity by whatever amount or percentage is necessary to extinguish such Claim-Over under applicable law, up to the amount that Releasor has obtained, may obtain, or has authority to control from such Non-Released Entity;
  - (3) Placement into escrow of funds paid by the Non-Released Entities such that those funds are available to satisfy the Claim-Over;
  - (4) Return of monies paid by Janssen to that Releasor under this Settlement Agreement to permit satisfaction of a judgment against or settlement with the Non-Released Entity to satisfy the Claim-Over;
  - (5) Payment of monies to Janssen by that Releasor to ensure it is held harmless from such Claim-Over, up to the amount that Releasor has obtained, may obtain, or has authority to control from such Non-Released Entity;
  - (6) Credit to Janssen under this Settlement Agreement to reduce the overall amounts to be paid under the Settlement Agreement such that it is held harmless from the Claim-Over; and
  - (7) Such other actions as that Releasor and Janssen may devise to hold Janssen harmless from the Claim Over.
- d. The actions of that Releasor and Janssen taken pursuant to paragraph (c) must, in combination, ensure Janssen is not required to pay more with respect to Covered Conduct than the amounts owed by Janssen under this Settlement Agreement.
- e. In the event of any dispute over the sufficiency of the actions taken pursuant to paragraph (c), that Releasor and Janssen may seek review by

the National Arbitration Panel, provided that, if the parties agree, such dispute may be heard by the state court where the relevant Consent Judgment was filed. The National Arbitration Panel shall have authority to require Releasors to implement a remedy that includes one or more of the actions specified in paragraph (c) sufficient to hold Released Entities fully harmless. In the event that the panel's actions do not result in Released Entities being held fully harmless, Janssen shall have a claim for breach of this Settlement Agreement by Releasors, with the remedy being payment of sufficient funds to hold Janssen harmless from the Claim-Over. For the avoidance of doubt, the prior sentence does not limit or eliminate any other remedy that Janssen may have.

5. To the extent that the Claim-Over is based on a contractual indemnity, the obligations under subsection IV.B.4 shall extend solely to a Non-Party Covered Conduct Claim against a pharmacy, clinic, hospital or other purchaser or dispenser of Products, a manufacturer that sold Products, a consultant, and/or a pharmacy benefit manager or other third-party payor. Janssen shall notify the Settling States, to the extent permitted by applicable law, in the event that any of these types of Non-Released Entities asserts a Claim-Over arising out of contractual indemnity against it.

- C. *General Release.* In connection with the releases provided for in the Agreement, each Settling State (for itself and its Releasors) and Participating Subdivision expressly waives, releases, and forever discharges any and all provisions, rights, and benefits conferred by any law of any state or territory of the United States or other jurisdiction, or principle of common law, which is similar, comparable, or equivalent to § 1542 of the California Civil Code, which reads:

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

A Releasor may thereafter discover facts other than or different from those which it knows, believes, or assumes to be true with respect to the Released Claims, but each Settling State (for itself and its Releasors) and Participating Subdivision hereby expressly waives and fully, finally, and forever settles, releases, and discharges, upon the Effective Date, any and all Released Claims that may exist as of such date but which Releasors do not know or suspect to exist, whether through ignorance, oversight, error, negligence or through no fault whatsoever, and which, if known, would materially affect the Settling States' decision to enter into the Agreement or the Participating Subdivisions' decision to participate in the Agreement.

- D. *Res Judicata.* Nothing in the Agreement shall be deemed to reduce the scope of the res judicata or claim preclusive effect that the settlement memorialized in the Agreement,

and/or any Consent Judgment or other judgment entered on the Agreement, gives rise to under applicable law.

- E. *Representation and Warranty.* The signatories hereto on behalf of their respective Settling States and its Participating Subdivisions expressly represent and warrant that they will obtain on or before the Effective Date (or have obtained) the authority to settle and release, to the maximum extent of the State's power, all Released Claims of (1) their respective Settling States; (2) all past and present executive departments, state agencies, divisions, boards, commissions and instrumentalities with the regulatory authority to enforce state and federal controlled substances acts; (3) any of their respective Settling State's past and present executive departments, agencies, divisions, boards, commissions and instrumentalities that have the authority to bring Claims related to Covered Conduct seeking money (including abatement and/or remediation) or revocation of a pharmaceutical distribution license; and (4) any Participating Subdivisions. For the purposes of clause (3) above, executive departments, agencies, divisions, boards, commissions, and instrumentalities are those that are under the executive authority or direct control of the State's Governor. Also, for the purposes of clause (3), a release from a State's Governor is sufficient to demonstrate that the appropriate releases have been obtained.
- F. *Effectiveness.* The releases set forth in the Agreement shall not be impacted in any way by any dispute that exists, has existed, or may later exist between or among the Releasors. Nor shall such releases be impacted in any way by any current or future law, regulation, ordinance, or court or agency order limiting, seizing, or controlling the distribution or use of the Settlement Fund or any portion thereof, or by the enactment of future laws, or by any seizure of the Settlement Fund or any portion thereof.
- G. *Cooperation.* Releasors (i) will not encourage any person or entity to bring or maintain any Released Claim against any Released Entity and (ii) will reasonably cooperate with and not oppose any effort by a Released Entity to secure the prompt dismissal of any and all Released Claims.
- H. *Non-Released Claims.* Notwithstanding the foregoing or anything in the definition of Released Claims, the Agreement does not waive, release or limit any criminal liability, Claims for any outstanding liability under any tax or securities law, Claims against parties who are not Released Entities, Claims by private individuals and any claims arising under the Agreement for enforcement of the Agreement.

## **V. Monetary Relief and Payments**

### **A. Structure of Payments**

- 1. All payments under this Section V shall be made into the Settlement Fund, except that where specified, they shall be made into the Settlement Fund Escrow. The Settlement Fund shall be allocated and used only as specified in Section VI.
- 2. Janssen shall pay into the Settlement Fund the sum of Four Billion, Five Hundred Thirty-Four Million, Six Hundred Fifteen Thousand, Three Hundred Eighty-Five

Dollars (\$4,534,615,385) minus (1) the offsets and credits specified in subsection V.C below, (2) any unearned incentive payments under subsection V.E below, and (3) any adjustments under Section IX below.

3. The payments to the Settlement Fund shall be divided into base and incentive payments as provided in subsections V.D and V.E below.

**B. Payment Process**

1. Except as otherwise provided in this Agreement, Janssen shall make two Initial Year Payments and nine (9) Annual Payments. The Initial Year Payments will consist of base payments. The first Annual Payment shall consist of incentive payments and subsequent Annual Payments shall each consist of base and incentive payments. The amount of all Initial Year Payments and Annual Payments shall be determined by the Settlement Fund Administrator applying Section V and Exhibit M. The Payment Date for the first Initial Year Payment shall be no later than ninety (90) days after the Effective Date. The Payment Date for the second Initial Year Payment shall be no later than July 15, 2022. The Payment Date for the first Annual Payment shall be no later than one year and sixty days following the Effective Date; the Payment Date for the second Annual Payment shall be no later than two years and sixty days following the Effective Date, and so forth, until all Annual Payments are made.
2. All data relevant to the determination of each such payment shall be submitted to the Settlement Fund Administrator sixty (60) days prior to the Payment Date for each payment. Prior to the Initial Participation Date, the Parties will include an exhibit to the Agreement setting forth in detail the process for submitting such data to the Settlement Fund Administrator prior to each Payment Date. The Settlement Fund Administrator shall then determine the Initial Year Payment or Annual Payment and the amount to be paid to each Settling State and its Participating Subdivisions, consistent with the provisions in Exhibit L, by:
  - a. determining, for each Settling State, the amount of base and incentive payments to which the State is entitled by applying the criteria in this Section;
  - b. applying any reductions, suspensions, or offsets required by Sections V and IX; and
  - c. determining the total amount owed by Janssen to all Settling States and Participating Subdivisions.
3. The Settlement Fund Administrator shall then allocate the Initial Year Payment or Annual Payment pursuant to Section VI among the Settling States, among the separate types of funds for each Settling State (if applicable), and among the Participating Subdivisions.

4. As soon as possible, but no later than fifty (50) days prior to the Payment Date for each payment and following the determination described in subsection V.B.2, the Settlement Fund Administrator shall give notice to Janssen, the Settling States, and the Enforcement Committee of the amount of the Initial Year Payment or Annual Payment, the amount to be received by each Settling State, the amount to be received by the separate types of funds for each Settling State (if applicable), and the amount to be received by each Settling State's Participating Subdivisions.
5. Within twenty-one (21) days of the notice provided by the Settlement Fund Administrator, any party may dispute, in writing, the calculation of the Initial Year Payment or Annual Payment, or the amount to be received by a Settling State and/or its Participating Subdivisions. Such disputing party must provide a written notice of dispute to the Settlement Fund Administrator, the Enforcement Committee, any affected Settling State, and Janssen identifying the nature of the dispute, the amount of money that is disputed, and the Settling State(s) affected.
6. Within twenty-one (21) days of the sending of a written notice of dispute, any affected party may submit a response, in writing, to the Settlement Fund Administrator, the Enforcement Committee, any affected Settling State, and Janssen identifying the basis for disagreement with the notice of dispute.
7. If no response is filed, the Settlement Fund Administrator shall adjust the amount calculated consistent with the written notice of dispute, and Janssen shall pay the adjusted amount as the Initial Year Payment or Annual Payment on the Payment Date. If a written response to the written notice of dispute is timely sent to the Settlement Fund Administrator, the Settlement Fund Administrator shall notify Janssen of the preliminary amount to be paid, which shall be the greater of the amount originally calculated by the Settlement Fund Administrator or the amount that would be consistent with the notice of dispute, *provided, however* that in no circumstances shall the preliminary amount to be paid be higher than the maximum amount of base and incentive payments for that payment as set forth in Exhibit M. For the avoidance of doubt, a transfer of suspended payments from the Settlement Fund Escrow does not count toward determining whether the amount to be paid is higher than the maximum amount of base and incentive payments for that payment as set forth in Exhibit M.
8. The Settlement Fund Administrator shall place any disputed amount of the preliminary amount paid by Janssen into the Settlement Fund Escrow and shall disburse any undisputed amount to each Settling State and its Participating Subdivisions receiving direct allocations within fifteen (15) days of the Payment Date or at such later time as directed by each Settling State.
9. Disputes described in this subsection (other than those for which no response is filed under subsection V.B.6) shall be resolved in accordance with the terms of Section XII.

10. The process described in this subsection V.B shall also apply to accelerated payments made pursuant to Incentive A under subsection V.E.4.
11. For the avoidance of doubt, Subdivisions not listed on Exhibit G shall not receive an allocation from the Subdivision Fund.

**C. Offsets for Non-Settling States and Credits**

1. An offset equal to Four Billion, Five Hundred Thirty-Four Million, Six Hundred Fifteen Thousand, Three Hundred Eighty-Five Dollars (\$4,534,615,385) times the percentage allocation assigned to each Non-Settling State in Exhibit F shall be deducted from the total amount to be paid by Janssen to the Settlement Fund under subsection V.A.2 above.
2. In addition to the offset, a credit of Two Hundred and Seventy Million Dollars (\$270,000,000) shall be deducted from the maximum Settlement Fund amount to be paid by Janssen under subsection V.A.2 above and applied to the payment amounts as specified by Exhibit M. For the avoidance of doubt, the base payments and maximum incentive payment amounts shown on Exhibit M already reflect the deduction of the offset.
3. Notwithstanding any other provision of this Agreement or any other agreement, in the event that: (1) Janssen enters into an agreement with any Settling State that resolves with finality such Settling State's Claims consistent with Section IV of this Agreement and such agreement has an effective date prior to the Effective Date of this Agreement (such agreement, a "State-Specific Agreement") and (2) pursuant to the terms of the State-Specific Agreement, any payments, or any portion thereof, made by Janssen thereunder are made in lieu of any payments (for the avoidance of doubt, including the Additional Restitution Amount), or any portion thereof, to be made under this Agreement and Janssen makes such a payment pursuant to the State-Specific Agreement, then Janssen will reduce any payments allocable to such Settling State (whether made to the Settlement Fund Escrow or the Settlement Fund) made pursuant to this Agreement to the extent such amount was already paid pursuant to the terms of the State-Specific Agreement. This provision includes but is not limited to any corresponding amounts already paid to the Qualified Settlement Fund established under the Agreement between Janssen and the State of New York dated June 25, 2021.
4. Non-Settling States shall not be eligible for any payments or have any rights in connection with this Agreement. Accordingly, the stated maximum dollar amounts of the payments specified in Exhibit M are reduced by the aggregate Overall Allocation Percentage of Non-Settling States as set forth in Exhibit F.

**D. Base Payments**

1. Janssen shall make base payments into the Settlement Fund totaling One Billion, Nine Hundred Forty-Two Million, Three Hundred Forty-Six Thousand, One Hundred Fifty-Five Dollars (\$1,942,346,155) minus the offsets and credits

specified in subsection V.C above. The base payments will be paid in accordance with the payment schedule specified by Exhibit M, subject to potential acceleration and potential deductions as provided herein.

2. The base payments will be allocated by Settling State proportionate to each Settling State's assigned percentages in Exhibit F, adjusted for any Non-Settling States.
3. If a State qualifies for Incentive A (described below), Janssen will accelerate the base payment schedule so that the State receives its Payment Year 1-4 base payment allocations and full Payment Year 1-4 Incentive A payment amounts within ninety (90) days of notice, on or after the Effective Date, of the Bar's implementation. Payment Year 5-10 payments are made annually and cannot be accelerated.
4. The exemplar payment schedule in Exhibit M does not account for deductions for offsets or unearned incentives, which will be separately calculated for each payment.

**E. Incentive Payments**

1. Janssen shall make incentive payments into the Settlement Fund potentially totaling up to Two Billion, Three Hundred Twenty-Two Million, Two Hundred Sixty-Nine Thousand, Two Hundred Thirty Dollars (\$2,322,269,230), consisting of \$2,109,038,461 for Incentive A (or, alternatively up to \$2,109,038,461 for combined Incentives B and C if Incentive A is not achieved) and \$213,230,769 for Incentive D, prior to being adjusted for credits if every State is a Settling State and were to satisfy the requirements specified below to earn its maximum incentive amount. The incentive payments will be paid in accordance with the payment schedule in Exhibit M, subject to potential acceleration and potential deductions as provided herein.
2. The maximum incentive amount for any Settling State shall be \$2,322,269,230 times the percentage allocation assigned that Settling State in Exhibit F.
3. A Settling State may qualify to receive incentive payments in addition to base payments if, as of the Incentive Payment Final Eligibility Date, it meets the incentive eligibility requirements specified below. Settling States may qualify for incentive payments in four ways. If a Settling State qualifies for "Incentive A," it will become entitled to receive the maximum Incentive A payment allocable to the State as stated in subsection V.E.1. If a Settling State does not qualify for Incentive A, it can alternatively qualify for "Incentive B" and/or "Incentive C." A Settling State can qualify for "Incentive D" regardless of whether it qualifies for another incentive payment. The Incentive Payment Final Eligibility Date is not relevant to Incentive D.



4. *Incentive A: Accelerated Incentive Payment for Full Participation.*
- a. A Settling State shall receive an accelerated Incentive A payment allocable to the State for full participation as described in subsection V.E.4.b.
  - b. A State qualifies for Incentive A by: (1) complete participation in the form of releases consistent with Section IV above from all Litigating Subdivisions and Litigating Special Districts, Non-Litigating Subdivisions with population over 10,000, and Non-Litigating Covered Special Districts (as defined in subsection V.E.7.e); (2) a Bar; or (3) a combination of approaches in clauses (1)-(2) that achieves the same level of resolution of Subdivision and Special District claims (e.g., a law barring future litigation combined with full joinder by Litigating Subdivisions and Litigating Special Districts). For purposes of Incentive A, a Subdivision or Special District is considered a “Litigating Subdivision” or “Litigating Special District” if it has brought Released Claims against Released Entities on or before the Reference Date; all other Subdivisions and Special Districts are considered “Non-Litigating.” For purposes of Incentive A, Non-Litigating Special Districts shall not include a Special District with any of the following words or phrases in its name: mosquito, pest, insect, spray, vector, animal, air quality, air pollution, clean air, coastal water, tuberculosis, and sanitary.
  - c. Qualification for Incentive A entitles the qualifying Settling State to expedited payment of base payments and incentive payments for Payment Years 1-4, which Janssen shall pay into the Settlement Fund within ninety (90) days after receiving notice from the Settlement Fund Administrator that a State has qualified for Incentive A, but in no event less than ninety (90) days from the Effective Date. Base and incentive payments for Payment Years 5-10 will not be expedited.
  - d. If a Settling State qualifies for Incentive A after receiving an incentive payment under Incentives B or C, described below, the Settling State’s payments under Incentive A will equal the remainder of its total Incentive A payments less any payments previously received under Incentives B or C. A Settling State that receives all of its maximum incentive allocation under Incentive A shall not receive additional incentive payments under Incentives B or C.
  - e. A Settling State that is not eligible for Incentive A as of the Incentive Payment Final Eligibility Date shall not be eligible for Incentive A for that Payment Year or any subsequent Payment Years.

5. *Incentive B: Early Participation or Released Claims by Litigating Subdivisions and Litigating Special Districts.*
- a. If a Settling State does not qualify for Incentive A, it may still qualify to receive up to 60% of its total potential Incentive A payment allocation under Incentive B.
  - b. A Settling State can qualify for an Incentive B payment if Litigating Subdivisions and Litigating Special Districts collectively representing at least 75% of the Settling State's litigating population are either Participating Subdivisions or have their claims resolved through Case-Specific Resolutions.
    - (1) A Settling State's litigating population is the sum of the population of all Litigating Subdivisions and Litigating Special Districts. A Settling State's litigating population shall include all Litigating Subdivisions and Litigating Special Districts whose populations overlap in whole or in part with other Litigating Subdivisions and Litigating Special Districts, for instance in the case of a Litigating Special District, city, or township contained within a county.
    - (2) For example, if a Litigating Special District and a city that is a Litigating Subdivision are located within a county that is a Litigating Subdivision, then each of their individual populations would be added together to determine the total litigating population. Special District populations shall be counted in the manner set forth in subsection XIII.B. If each qualifies as a Litigating Subdivision or Litigating Special District and the county has a population of 10, the City has a population of 8, and the Special District has a population of 1, the total litigating population would be 19.
  - c. The following time periods apply to Incentive B payments:
    - (1) Period 1: Zero to two hundred ten (210) days after the Effective Date.
    - (2) Period 2: Two hundred eleven (211) days to one year after the Effective Date.
    - (3) Period 3: One year and one day to two years after the Effective Date.
  - d. Within Period 1: If Litigating Subdivisions and Litigating Special Districts collectively representing at least 75% of a Settling State's litigating population are Participating Subdivisions or have their claims resolved through Case-Specific Resolutions during Period 1, a sliding scale will determine the share of the funds available under Incentive B, with a

maximum of 60% of the Settling State’s total potential incentive payment allocation available. Under that sliding scale, if Litigating Subdivisions and Litigating Special Districts collectively representing 75% of a Settling State’s litigating population become Participating Subdivisions or achieve Case-Specific Resolution status by the end of Period 1, a Settling State will receive 50% of the total amount available to it under Incentive B. If more Litigating Subdivisions and Litigating Special Districts become Participating Subdivisions or achieve Case-Specific Resolution status, the Settling State shall receive an increased percentage of the total amount available to it under Incentive B as shown in the table below.

<b>Participation or Case-Specific Resolution Levels</b> (As percentage of litigating population)	<b>Incentive B Award</b> (As percentage of total amount available to State under Incentive B)
75%	50%
76%	52%
77%	54%
78%	56%
79%	58%
80%	60%
85%	70%
90%	80%
95%	90%
100%	100%

- e. Within Period 2: If a Settling State did not qualify for an Incentive B payment in Period 1, but Litigating Subdivisions and Litigating Special Districts collectively representing at least 75% of the Settling State’s litigating population become Participating Subdivisions or achieve Case-Specific Resolution status by the end of Period 2, then the Settling State qualifies for 75% of the Incentive B payment it would have qualified for in Period 1.
- f. Within Period 3: If a Settling State did not qualify for an Incentive B payment in Periods 1 or 2, but Litigating Subdivisions and Litigating Special Districts collectively representing at least 75% of the Settling State’s litigating population become Participating Subdivisions or achieve Case-Specific Resolution status by the end of Period 3, then the Settling State qualifies for 50% of the Incentive B payment it would have qualified for in Period 1.
- g. A Settling State that receives the Incentive B payment for Periods 1 and/or 2 can receive additional payments if it secures participation from additional Litigating Subdivisions and Litigating Special Districts (or Case-Specific Resolutions of their claims) during Periods 2 and/or 3.

Those additional payments would equal 75% (for additional participation or Case-Specific Resolutions during Period 2) and 50% (for additional participation or Case-Specific Resolutions during Period 3) of the amount by which the increased litigating population levels would have increased the Settling State's Incentive B payment if they had been achieved in Period 1.

- h. If Litigating Subdivisions and Litigating Special Districts that have become Participating Subdivisions or achieved Case-Specific Resolution status collectively represent less than 75% of a Settling State's litigating population by the end of Period 3, the Settling State shall not receive any Incentive B payment.
- i. If there are no Litigating Subdivisions or Litigating Special Districts in a Settling State, and that Settling State is otherwise eligible for Incentive B, that Settling State will receive its full allocable share of Incentive B.
- j. Incentives earned under Incentive B shall accrue after each of Periods 1, 2, and 3. After each period, the Settlement Fund Administrator shall conduct a look-back to assess which Settling States vested an Incentive B payment in the preceding period. Based on the look-back, the Settlement Fund Administrator will calculate the incentives accrued under Incentive B for the period; *provided* that the percentage of Incentive B for which a Settling State is eligible as of the Incentive Payment Final Eligibility Date shall cap its eligibility for that Payment Year and all subsequent Payment Years.

6. *Incentive C: Early Participation of Subdivisions*

- a. If a Settling State does not qualify for Incentive A, it may still qualify to receive up to 40% of its total potential Incentive A payment allocation under Incentive C, which has two parts.
  - (1) Part 1: Under Incentive C, Part 1, a Settling State can receive up to 75% of its Incentive C allocation. A Settling State can qualify for a payment under Incentive C, Part 1 only if Primary Subdivisions (whether Litigating Primary Subdivisions or Non-Litigating Primary Subdivisions as of the Reference Date) representing at least 60% of the Settling State's Primary Subdivision population become Participating Subdivisions or achieve Case-Specific Resolution status.
  - (2) A Settling State's Primary Subdivision population is the sum of the population of all Primary Subdivisions (whether Litigating Primary Subdivisions or Non-Litigating Primary Subdivisions as of the Reference Date). Because Subdivisions include Subdivisions whose populations overlap in whole or in part with other

Subdivisions, for instance in the case of a city or township contained within a county, the Settling State's Primary Subdivision population is greater than Settling State's total population. (Special Districts are not relevant for purposes of Incentive C calculations.)

- (3) A sliding scale will determine the share of the funds available under Incentive C, Part 1 to Settling States meeting the minimum 60% threshold. Under that sliding scale, if a Settling State secures participation or Case-Specific Resolutions from Primary Subdivisions representing 60% of its total Primary Subdivision population, it will receive 40% of the total amount potentially available to it under Incentive C, Part 1. If a Settling State secures participation or Case-Specific Resolutions from Primary Subdivisions representing more than 60% of its Primary Subdivision population, the Settling State shall be entitled to receive a higher percentage of the total amount potentially available to it under Incentive C, Part 1, on the scale shown in the table below. If there are no Primary Subdivisions, and that Settling State is otherwise eligible for Incentive C, that Settling State will receive its full allocable share of Incentive C, Part 1.

<b>Participation or Case-Specific Resolution Levels</b> (As percentage of total Primary Subdivision population)	<b>Incentive C Award</b> (As percentage of total amount available to State under Incentive C, Part 1)
60%	40%
70%	45%
80%	50%
85%	55%
90%	60%
91%	65%
92%	70%
93%	80%
94%	90%
95%	100%

- b. Part 2: If a Settling State qualifies to receive an incentive under Incentive C, Part 1, the State can also qualify to receive an additional incentive amount equal to 25% of its total potential Incentive C allocation by securing 100% participation of the ten (10) largest Subdivisions by population in the Settling State. (Special Districts are not relevant for purposes of this calculation.) If a Settling State does not qualify for any amount under Incentive C, Part 1, it cannot qualify for Incentive C, Part 2.
- c. Incentives earned under Incentive C shall accrue on an annual basis up to three years after the Effective Date. At one, two, and three years after the

Effective Date, the Settlement Fund Administrator will conduct a look-back to assess which Subdivisions had agreed to participate or had their claim resolved through a Case-Specific Resolution that year. Based on the look-back, the Settlement Fund Administrator will calculate the incentives accrued under Incentive C for the year; *provided* that the percentage of Incentive C for which a Settling State is eligible as of the Incentive Payment Final Eligibility Date shall cap its eligibility for that Payment Year and all subsequent Payment Years.

7. *Incentive D: Release of Payments if No Qualifying Special District Litigation.*

- a. \$213,230,769 shall be available for potential Incentive D payments according to the terms specified in this subsection V.E.7.
- b. If, within five years of the Reference Date, a Covered Special District files litigation against any Released Entity, Janssen shall, within thirty (30) days of Janssen being served, provide notice of the litigation to the Settling State in which the Covered Special District sits, which shall file a motion to intervene in the litigation and use its best efforts to obtain either dismissal of the litigation in cooperation with Janssen, or a release consistent with Section IV of the Special District's Claims.
- c. A Settling State shall receive its allocation of the Incentive D payment if, within five years after the Effective Date (the "look-back date"), no Covered Special District within the Settling State has filed litigation which has survived a Threshold Motion and remains pending as of the look-back date, unless the dismissal after the litigation survived the Threshold Motion is conditioned or predicated upon payment by a Released Entity (apart from payments by Janssen incurred under the Agreement or injunctive relief obligations incurred by it).
- d. Prior to the look-back date, a Released Entity shall not enter into a settlement with a Covered Special District unless the State in which the Covered Special District sits consents to such a settlement or unreasonably withholds consent of such a settlement.
- e. "*Covered Special Districts*" are school districts, healthcare/hospital districts, and fire districts, subject to the following population thresholds:
  - (1) For school districts, the K-12 student enrollment must be 25,000 or 0.12% of a State's population, whichever is greater;
  - (2) For fire districts, the district must cover a population of 25,000, or 0.20% of a State's population if a State's population is greater than 18 million. If not easily calculable from state data sources and agreed to between the State and Janssen, a fire district's population is calculated by dividing the population of the county or counties a

fire district serves by the number of fire districts in the county or counties.

- (3) For healthcare/hospital districts, the district must have at least 125 hospital beds in one or more hospitals rendering services in that district.

## **VI. Allocation and Use of Settlement Funds**

- A. *Components of Settlement Fund.* The Settlement Fund shall be comprised of an Abatement Accounts Fund, a State Fund, and a Subdivision Fund for each Settling State. The payments under Section V into the Settlement Fund shall be initially allocated among those three (3) sub-funds and distributed and used as provided below or as provided for by a State-Subdivision Agreement (or other State-specific allocation of funds). Unless otherwise specified herein, payments placed into the Settlement Fund do not revert back to Janssen.
- B. *Use of Settlement Payments.*
  1. It is the intent of the Parties that the payments disbursed from the Settlement Fund to Settling States and Participating Subdivisions listed in Exhibit G be for Opioid Remediation, subject to limited exceptions that must be documented in accordance with subsection VI.B.2. In no event may less than 86.5% of Janssen's maximum amount of payments pursuant to Sections V, X, and XI over the entirety of all Payment Years (but not any single Payment Year) be spent on Opioid Remediation.
  2. While disfavored by the Parties, a Settling State or Participating Subdivision listed on Exhibit G may use monies from the Settlement Fund (that have not been restricted by this Agreement solely to future Opioid Remediation) for purposes that do not qualify as Opioid Remediation. If, at any time, a Settling State or a Participating Subdivision listed on Exhibit G uses any monies from the Settlement Fund for a purpose that does not qualify as Opioid Remediation, such Settling State or Participating Subdivision shall identify such amounts and report to the Settlement Fund Administrator and Janssen how such funds were used, including if used to pay attorneys' fees, investigation costs, litigation costs, or costs related to the operation and enforcement of this Agreement, respectively. It is the intent of the Parties that the reporting under this subsection VI.B.2 shall be available to the public. For the avoidance of doubt, (a) any amounts not identified under this subsection VI.B.2 as used to pay attorneys' fees, investigation costs, or litigation costs shall be included in the "Compensatory Restitution Amount" for purposes of subsection VI.F and (b) Participating Subdivisions not listed on Exhibit G or Participating Special Districts that receive monies from the Settlement Fund indirectly may only use such monies from the Settlement Fund for purposes that qualify as Opioid Remediation.

- C. *Allocation of Settlement Fund.* The allocation of the Settlement Fund allows for different approaches to be taken in different states, such as through a State-Subdivision Agreement. Given the uniqueness of States and their Subdivisions, Settling States and Participating Subdivisions are encouraged to enter into State-Subdivision Agreements in order to direct the allocation of their portion of the Settlement Fund. As set out below, the Settlement Fund Administrator will make an initial allocation to three (3) state-level sub-funds. The Settlement Fund Administrator will then, for each Settling State and its Participating Subdivisions listed on Exhibit G, apply the terms of this Agreement and any relevant State-Subdivision Agreement, Statutory Trust, Allocation Statute, or voluntary redistribution of funds as set out below before disbursing the funds.
1. Base Payments. The Settlement Fund Administrator will allocate base payments under subsection V.D among the Settling States in proportion to their respective Overall Allocation Percentages. Base payments for each Settling State will then be allocated 15% to its State Fund, 70% to its Abatement Accounts Fund, and 15% to its Subdivision Fund. Amounts may be reallocated and will be distributed as provided in subsection VI.D.
  2. Incentive Payments. The Settlement Fund Administrator will treat incentive payments under subsection V.E on a State-specific basis. Incentive payments for which a Settling State is eligible under subsection V.E will be allocated 15% to its State Fund, 70% to its Abatement Accounts Fund, and 15% to its Subdivision Fund. Amounts may be reallocated and will be distributed as provided in subsection VI.D.
  3. Application of Adjustments. If a reduction, offset, or suspension under Section IX applies with respect to a Settling State, the reduction, offset, or suspension shall be applied proportionally to all amounts that would otherwise be apportioned and distributed to the State Fund, the Abatement Accounts Fund, and the Subdivision Fund for that State.
  4. Settlement Fund Administrator. Prior to the Initial Participation Date, Janssen and the Enforcement Committee will agree to a detailed mechanism consistent with the foregoing for the Settlement Fund Administrator to follow in allocating, apportioning, and distributing payments, which shall be appended hereto as Exhibit L.
  5. Settlement Fund Administrator Costs. Any costs and fees associated with or arising out of the duties of the Settlement Fund Administrator as described in Exhibit L with regard to Janssen's payments to the Settlement Fund shall be paid out of interest accrued on the Settlement Fund and from the Settlement Fund should such interest prove insufficient.
- D. *Settlement Fund Reallocation and Distribution.* As set forth below, within a particular Settling State's account, amounts contained in the Settlement Fund sub-funds may be reallocated and distributed per a State-Subdivision Agreement or other means. If the



apportionment of amounts is not addressed and controlled under subsections VI.D.1-2, then the default provisions of subsection VI.D.4 apply. It is not necessary that a State-Subdivision Agreement or other means of allocating funds pursuant to subsections VI.D.1-2 address all of the Settlement Fund sub-funds. For example, a Statutory Trust might only address disbursements from a Settling State's Abatement Accounts Fund.

1. Distribution by State-Subdivision Agreement. If a Settling State has a State-Subdivision Agreement, amounts apportioned to that State's State Fund, Abatement Accounts Fund, and Subdivision Fund under subsection VI.C shall be reallocated and distributed as provided by that agreement. Any State-Subdivision Agreement entered into after the Preliminary Agreement Date shall be applied only if it requires: (1) that all amounts be used for Opioid Remediation, except as allowed by subsection VI.B.2, and (2) that at least 70% of amounts be used solely for future Opioid Remediation (references to "future Opioid Remediation" include amounts paid to satisfy any future demand by another governmental entity to make a required reimbursement in connection with the past care and treatment of a person related to the Alleged Harms). For a State-Subdivision Agreement to be applied to the relevant portion of an Initial Year Payment or an Annual Payment, notice must be provided to Janssen and the Settlement Fund Administrator at least sixty (60) days prior to the Payment Date.
2. Distribution by Allocation Statute. If a Settling State has an Allocation Statute and/or a Statutory Trust that addresses allocation or distribution of amounts apportioned to such State's State Fund, Abatement Accounts Fund, and/or Subdivision Fund and that, to the extent any or all such sub-funds are addressed, requires (1) all amounts to be used for Opioid Remediation, except as allowed by subsection VI.B.2, and (2) at least 70% of all amounts to be used solely for future Opioid Remediation, then, to the extent allocation or distribution is addressed, the amounts apportioned to that State's State Fund, Abatement Accounts Fund, and Subdivision Fund under subsection VI.C shall be allocated and distributed as addressed and provided by the applicable Allocation Statute or Statutory Trust. For the avoidance of doubt, an Allocation Statute or Statutory Trust need not address all three (3) sub-funds that comprise the Settlement Fund, and if the applicable Allocation Statute or Statutory Trust does not address distribution of all or some of these three (3) sub-funds, the applicable Allocation Statute or Statutory Trust does not replace the default provisions in subsection VI.D.4 of any such unaddressed fund. For example, if an Allocation Statute or Statutory Trust that meets the requirements of this subsection VI.D.2 only addresses funds restricted to abatement, then the default provisions in this Agreement concerning allocation among the three (3) sub-funds comprising the Settlement Fund and the distribution of the State Fund and Subdivision Fund for that State would still apply, while the distribution of the applicable State's Abatement Accounts Fund would be governed by the qualifying Allocation Statute or Statutory Trust.
3. Voluntary Redistribution. A Settling State may choose to reallocate all or a portion of its State Fund to its Abatement Accounts Fund. A Participating Subdivision listed on Exhibit G may choose to reallocate all or a portion of its

allocation from the Subdivision Fund to the State's Abatement Accounts Fund or to another Participating Subdivision or Participating Special District. For a voluntary redistribution to be applied to the relevant portion of an Initial Year Payment or an Annual Payment, notice must be provided to the Settling Distributors and the Settlement Fund Administrator at least sixty (60) days prior to the Payment Date.

4. Distribution in the Absence of a State-Subdivision Agreement, Allocation Statute, or Statutory Trust. If subsections VI.D.1-2 do not apply, amounts apportioned to that State's State Fund, Abatement Accounts Fund, and Subdivision Fund under subsection VI.C shall be distributed as follows:
  - a. Amounts apportioned to that State's State Fund shall be distributed to that State.
  - b. Amounts apportioned to that State's Abatement Accounts Fund shall be distributed consistent with subsection VI.E. Each Settling State shall submit to the Settlement Fund Administrator a designation of a lead state agency or other entity to serve as the single point of contact for that Settling State's funding requests from the Abatement Accounts Fund and other communications with the Settlement Fund Administrator. The designation of an individual entity is for administrative purposes only and such designation shall not limit funding to such entity or even require that such entity receive funds from this Agreement. The designated entity shall be the only entity authorized to request funds from the Settlement Fund Administrator to be disbursed from that Settling State's Abatement Accounts Fund. If a Settling State has established a Statutory Trust then that Settling State's single point of contact may direct the Settlement Fund Administrator to release the State's Abatement Accounts Fund to the Statutory Trust.
  - c. Amounts apportioned to that State's Subdivision Fund shall be distributed to Participating Subdivisions in that State listed on Exhibit G per the Subdivision Allocation Percentage listed in Exhibit G. Subsection VII.I shall govern amounts that would otherwise be distributed to Non-Participating Subdivisions listed in Exhibit G.
  - d. Special Districts shall not be allocated funds from the Subdivision Fund, except through a voluntary redistribution allowed by subsection VI.D.3. A Settling State may allocate funds from its State Fund or Abatement Accounts Fund for Special Districts.
5. Restrictions on Distribution. No amounts may be distributed from the Subdivision Fund contrary to Section VII, *i.e.*, no amounts may be distributed directly to Non-Participating Subdivisions or to Later Participating Subdivisions in excess of what is permissible under subsection VII.E. Amounts allocated to the Subdivision Fund that cannot be distributed by virtue of the preceding sentence shall be distributed

into the sub-account in the Abatement Accounts Fund for the Settling State in which the Subdivision is located, unless those payments are redirected elsewhere by a State-Subdivision Agreement described in subsection VI.D.1 or by an Allocation Statute or a Statutory Trust described in subsection VI.D.2.

E. *Provisions Regarding Abatement Accounts Fund.*

1. State-Subdivision Agreement, Allocation Statute, and Statutory Trust Fund Provisions. A State-Subdivision Agreement, Allocation Statute, or Statutory Trust may govern the operation and use of amounts in that State's Abatement Accounts Fund so long as it complies with the requirements of subsection VI.D.1 or VI.D.2 as applicable, and all direct payments to Subdivisions comply with subsections VII.E-H.
2. Absence of a State-Subdivision Agreement, Allocation Statute, or Statutory Trust. In the absence of a State-Subdivision Agreement, Allocation Statute, or Statutory Trust that addresses distribution, the Abatement Accounts Fund will be used solely for future Opioid Remediation and the following shall apply with respect to a Settling State:
  - a. *Regional Remediation.*
    - (1) At least 50% of distributions for remediation from a State's Abatement Accounts Fund shall be annually allocated and tracked to the regional level. A Settling State may allow the Advisory Committee established pursuant to subsection VI.E.2.d to define its regions and assign regional allocations percentages. Otherwise, a Settling State shall (1) define its initial regions, which shall consist of one (1) or more Subdivisions and which shall be designated by the State agency with primary responsibility for substance abuse disorder services employing, to the maximum extent practical, existing regions established in that State for opioid abuse treatment or other public health purposes; and (2) assign initial regional allocation percentages to the regions based on the Subdivision Allocation Percentages in Exhibit G and an assumption that all Subdivisions listed on Exhibit G will become Participating Subdivisions.
    - (2) This minimum regional expenditure percentage is calculated on the Settling State's initial Abatement Accounts Fund allocation and does not include any additional amounts a Settling State has directed to its Abatement Accounts Fund from its State Fund, or any other amounts directed to the fund. A Settling State may dedicate more than 50% of its Abatement Accounts Fund to the regional expenditure and may annually adjust the percentage of its Abatement Accounts Fund dedicated to regional expenditures as long as the percentage remains above the minimum amount.

- (3) The Settling State (1) has the authority to adjust the definition of the regions, and (2) may annually revise the percentages allocated to each region to reflect the number of Subdivisions in each region that are Non-Participating Subdivisions.
- b. *Subdivision Block Grants.* Certain Subdivisions listed on Exhibit G shall be eligible to receive regional allocation funds in the form of a block grant for future Opioid Remediation. A Participating Subdivision listed on Exhibit G eligible for block grants is a county or parish (or in the case of States that do not have counties or parishes that function as political subdivisions, a city) that (1) does not contain a Litigating Subdivision or a Later Litigating Subdivision for which it has the authority to end the litigation through a release, bar, or other action; (2) either (i) has a population of 400,000 or more or (ii) in the case of California has a population of 750,000 or more; and (3) has funded or otherwise managed an established health care or treatment infrastructure (e.g., health department or similar agency). Each Subdivision listed on Exhibit G eligible to receive block grants shall be assigned its own region.
- c. *Small States.* Notwithstanding the provisions of subsection VI.E.2.a, Settling States with populations under four (4) million that do not have existing regions described in subsection VI.E.2.a shall not be required to establish regions. However, such a Settling State that contains one (1) or more Subdivisions listed on Exhibit G eligible for block grants under subsection VI.E.2.b shall be divided regionally so that each block-grant eligible Subdivision listed on Exhibit G is a region and the remainder of the state is a region.
- d. *Advisory Committee.* The Settling State shall designate an Opioid Settlement Remediation Advisory Committee (the “*Advisory Committee*”) to provide input and recommendations regarding remediation spending from that Settling State’s Abatement Accounts Fund. A Settling State may elect to use an existing advisory committee or similar entity (created outside of a State-Subdivision Agreement or Allocation Statute); provided, however, the Advisory Committee or similar entity shall meet the following requirements:
  - (1) Written guidelines that establish the formation and composition of the Advisory Committee, terms of service for members, contingency for removal or resignation of members, a schedule of meetings, and any other administrative details;
  - (2) Composition that includes at least an equal number of local representatives as state representatives;
  - (3) A process for receiving input from Subdivisions and other communities regarding how the opioid crisis is affecting their

communities, their abatement needs, and proposals for abatement strategies and responses; and

- (4) A process by which Advisory Committee recommendations for expenditures for Opioid Remediation will be made to and considered by the appropriate state agencies.

3. Abatement Accounts Fund Reporting. The Settlement Fund Administrator shall track and assist in the report of remediation disbursements as agreed to among the Parties.

F. *Nature of Payment*. Janssen, the Settling States, the Participating Subdivisions, and the Participating Special Districts, acknowledge and agree that notwithstanding anything to the contrary in this Agreement, including, but not limited to, the scope of the Released Claims:

1. Janssen has entered into this Agreement to avoid the delay, expense, inconvenience, and uncertainty of further litigation;
2. The Settling States, the Participating Subdivisions, and the Participating Special Districts sought compensatory restitution (within the meaning of 26 U.S.C. § 162(f)(2)(A)) as damages for the Alleged Harms allegedly suffered by the Settling States and Participating Subdivisions;
3. By executing this Agreement the Settling States, the Participating Subdivisions, and the Participating Special Districts certify that: (a) the Compensatory Restitution Amount is no greater than the amount, in the aggregate, of the Alleged Harms allegedly suffered by the Settling States and Participating Subdivisions; and (b) the portion of the Compensatory Restitution Amount received by each Settling State or Participating Subdivision is no greater than the amount of the Alleged Harms allegedly suffered by such Settling State or Participating Subdivision;
4. The payment of the Compensatory Restitution Amount by Janssen constitutes, and is paid for, compensatory restitution (within the meaning of 26 U.S.C. § 162(f)(2)(A)) for alleged damage or harm (as compensation for alleged damage or harm arising out of alleged bodily injury) allegedly caused by Janssen;
5. The Compensatory Restitution Amount is being paid as compensatory restitution (within the meaning of 26 U.S.C. § 162(f)(2)(A)) in order to restore, in whole or in part, the Settling States and Participating Subdivisions to the same position or condition that they would be in had the Settling States and Participating Subdivisions not suffered the Alleged Harms;
6. For the avoidance of doubt: (a) no portion of the Compensatory Restitution Amount represents reimbursement to any Settling State, Participating Subdivision, Participating Special District, or other person or entity for the costs of any investigation or litigation, (b) the entire Compensatory Restitution Amount

is properly characterized as described in subsection VI.F, and (c) no portion of the Compensatory Restitution Amount constitutes disgorgement or is properly characterized as the payment of statutory or other fines, penalties, punitive damages, other punitive assessments, or attorneys' fees; and

7. New York, on behalf of all Settling States, Participating Subdivisions, and Participating Special Districts (the "Form 1098-F Filer") shall complete and file Form 1098-F with the Internal Revenue Service on or before February 28 (March 31 if filed electronically) of the year following the calendar year in which the order entering this Agreement becomes binding. On the Form 1098-F, the Form 1098-F Filer shall identify the entire Compensatory Restitution Amount received by the Form 1098-F Filer as remediation/restitution. The Form 1098-F Filer shall also, on or before January 31 of the year following the calendar year in which the order entering this Agreement becomes binding, furnish Copy B of such Form 1098-F (or an acceptable substitute statement) to Janssen.

## **VII. Participation by Subdivisions and Special Districts**

- A. *Notice.* No later than fifteen (15) days after the Preliminary Agreement Date, the Settling States, with the cooperation of Janssen, shall send individual written notice of the opportunity to participate in this Agreement and the requirements of participation to all Subdivisions in the Settling States of this Agreement that are (1) Litigating Subdivisions or (2) Non-Litigating Subdivisions listed on Exhibit G as eligible to become Participating Subdivisions. Janssen's share of costs of the written notice to such Subdivisions shall be advanced by Janssen and deducted from its initial settlement payment. Notice shall also be provided simultaneously to counsel of record for Litigating Subdivisions and Non-Litigating Subdivisions listed on Exhibit G as eligible to become Participating Subdivisions. The Settling States, with the cooperation of Janssen, will also provide general notice reasonably calculated to alert Non-Litigating Subdivisions listed on Exhibit G in the Settling States to this Agreement, the opportunity to participate in it and the requirements for participation. Such notice may include publication and other standard forms of notification, as well as notice to national state and county organizations such as the National Association of Counties and the National League of Cities. The notice will include that the deadline for becoming an Initial Participating Subdivision is the Initial Participation Date. Nothing contained herein shall preclude a Settling State from providing further notice to or otherwise contacting any of its Subdivisions about becoming a Participating Subdivision, including beginning any of the activities described in this paragraph prior to the Preliminary Agreement Date.
- B. *Requirements for Becoming a Participating Subdivision: Non-Litigating Subdivisions.* A Non-Litigating Subdivision in a Settling State that is listed on Exhibit G may become a Participating Subdivision by returning an executed Subdivision Settlement Participation Form specifying (1) that the Subdivision agrees to the terms of this Agreement pertaining to Subdivisions, (2) that the Subdivision releases all Released Claims against all Released Entities, (3) that the Subdivision agrees to use monies it receives, if any, from the Settlement Fund pursuant to the applicable requirements of Section VI, and (4) that the 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. The required Subdivision Settlement Participation Form is attached as Exhibit K.

- C. *Requirements for Becoming a Participating Subdivision: Litigating Subdivisions/Later Litigating Subdivisions.* A Litigating Subdivision or Later Litigating Subdivision in a Settling State may become a Participating Subdivision by returning an executed Subdivision Settlement Participation Form to the Settlement Fund Administrator and upon prompt dismissal of its legal action. A Settling State may require each Litigating Subdivision in that State to specify on the Subdivision Settlement Participation Form whether its counsel has waived any contingency fee contract with that Participating Subdivision and intends to seek fees according to Exhibit R. The Settlement Fund Administrator shall provide quarterly reports of this information to the parties organized by Settling State. Except for trials begun before the Initial Participation Date, a Litigating Subdivision or a Later Litigating Subdivision may not become a Participating Subdivision after the completion of opening statements in a trial of a legal action it brought that includes a Released Claim against a Released Entity.
- D. *Initial Participating Subdivisions.* A Subdivision qualifies as an Initial Participating Subdivision if it meets the applicable requirements for becoming a Participating Subdivision set forth in subsections VII.B or VII.C by the Initial Participation Date. Provided however, all Subdivision Settlement Participation Forms shall be held by the Settlement Fund Administrator until Janssen provides the notice in subsection VIII.B that it intends to proceed with the settlement, at which time the obligations created by such forms become effective.
- E. *Later Participating Subdivisions.* A Subdivision that is not an Initial Participating Subdivision may become a Later Participating Subdivision by meeting the applicable requirements for becoming a Participating Subdivision after the Initial Participation Date and agreeing to be subject to the terms of a State-Subdivision Agreement (if any) or any other structure adopted or applicable pursuant to subsections VI.D or VI.E. The following provisions govern what a Later Participating Subdivision can receive (but do not apply to Initial Participating Subdivisions):
1. A Later Participating Subdivision shall not receive any share of any base or incentive payments paid to the Subdivision Fund that were due before it became a Participating Subdivision.
  2. A Later Participating Subdivision that becomes a Participating Subdivision after July 15, 2022 shall receive 75% of the share of future base or incentive payments that it would have received had it become a Later Participating Subdivision before that date (unless the Later Participating Subdivision is subject to subsections VII.E.3 or VII.E.4 below).
  3. A Later Participating Subdivision that, after the Initial Participation Date, maintains a lawsuit for a Released Claim(s) against a Released Entity and has judgment entered against it on every such Claim before it became a Participating Subdivision (other than a consensual dismissal with prejudice) shall receive 50%

of the share of future base or incentive payments that it would have received had it become a Later Participating Subdivision prior to such judgment; *provided, however*, that if the Subdivision appeals the judgment and the judgment is affirmed with finality before the Subdivision becomes a Participating Subdivision, the Subdivision shall not receive any share of any base payment or incentive payment.

4. A Later Participating Subdivision that becomes a Participating Subdivision while a Bar or Case-Specific Resolution involving a different Subdivision exists in its State shall receive 25% of the share of future base or incentive payments that it would have received had it become a Later Participating Subdivision without such Bar or Case-Specific Resolution.
- F. *No Increase in Payments.* Amounts to be received by Later Participating Subdivisions shall not increase the payments due from Janssen.
- G. *Ineligible Subdivisions.* Subdivisions in Non-Settling States and Prior Litigating Subdivisions are not eligible to be Participating Subdivisions.
- H. *Non-Participating Subdivisions.* Non-Participating Subdivisions shall not directly receive any portion of any base or incentive payments, including from the State Fund and direct distributions from the Abatement Accounts Fund; however, a Settling State may choose to fund future Opioid Remediation that indirectly benefits Non-Participating Subdivisions.
- I. *Unpaid Allocations to Later Participating and Non-Participating Subdivisions.* Any base payment and incentive payments allocated pursuant to subsection VI.D to a Later Participating or Non-Participating Subdivision that cannot be paid pursuant to this Section VII, will be allocated to the Abatement Accounts Fund for the Settling State in which the Subdivision is located, unless those payments are redirected elsewhere by a State-Subdivision Agreement or by a Statutory Trust.
- J. *Requirements for Becoming a Participating Special District: Non-Litigating Special Districts.* A Non-Litigating Special District may become a Participating Special District by either executing a release consistent with Section IV or by having its claims extinguished by operation of law or released by a Settling State.
- K. *Requirements for Becoming a Participating Special District: Litigating Special Districts/Later Litigating Special Districts.* A Litigating Special District or Later Litigating Special District in a Settling State may become a Participating Special District by either executing a release consistent with Section IV and upon prompt dismissal of its legal action or by having its claims extinguished by operation of law or released by a Settling State.
- L. *Initial Participating Special Districts.* A Special District qualifies as an Initial Participating Special District if it meets the applicable requirements for becoming a Participating Special District by the Initial Participation Date.



- M. *Later Participating Special Districts.* A Special District that is not an Initial Participating Special District may become a Later Participating Special District by meeting the applicable requirements for becoming a Participating Special District after the Initial Participation Date and agreeing to be subject to the terms of any agreement reached by the applicable Settling State with Initial Participating Special Districts. A Later Participating Special District shall not receive any share of any base or incentive payments paid to the Settlement Fund that were due before it became a Participating Special District.

**VIII. Condition to Effectiveness of Agreement and Filing of Consent Judgment**

- A. *Determination to Proceed With Settlement.* Janssen will determine on or before the Reference Date whether there has been a sufficient resolution of the Claims of the Litigating Subdivisions in the Settling States (through participation under Section VII, Case-Specific Resolution(s), and Bar(s)) to proceed with this Agreement. The determination shall be in the sole discretion of Janssen and may be based on any criteria or factors deemed relevant by Janssen.
- B. *Notice by Janssen.* On or before the Reference Date, Janssen shall inform the Settling States and MDL PEC of its determination pursuant to subsection VIII.A. If Janssen determines to proceed, the Parties will proceed to file the Consent Judgments. If Janssen determines not to proceed, this Agreement will have no further effect and all releases (including those given by Participating Subdivisions) and other commitments or obligations contained herein will be void.
- C. *Determination of the Participation Tier.*
1. On the Reference Date, provided that Janssen determines to proceed with this Agreement, the Settlement Fund Administrator shall determine the Participation Tier. The criteria used to determine the Participation Tier are set forth in Exhibit H. Any disputes as to the determination of the Participation Tier shall be decided by the National Arbitration Panel.
  2. The Participation Tier shall be redetermined by the Settlement Fund Administrator annually as of the Payment Date, beginning with Payment Year 1, pursuant to the criteria set forth in Exhibit H.
  3. After Payment Year 3, the Participation Tier cannot move higher, unless this restriction is waived by Janssen.
  4. In the event that a Participation Tier redetermination moves the Participation Tier higher, and that change is in whole or in part as a result of the post-Reference Date enactment of a Bar and there is later a Revocation Event with respect to that Bar, then on the next Payment Date that is at least one hundred eighty (180) days after the Revocation Event, the Participation Tier shall move down to the Participation Tier that would have applied had the Bar never been enacted, unless the Bar is reinstated or all Subdivisions affected by the Revocation Event become Participating Subdivisions within one hundred eighty (180) days of the

Revocation Event. This is the sole circumstance in which, on a nationwide basis, the Participation Tier can move down.

5. In the event that there is a post-Reference Date Revocation Event with respect to a Bar that was enacted in a Settling State prior to the Reference Date, then, on the next Payment Date that is at least one hundred eighty (180) days after the Revocation Event, unless the Bar is reinstated or all Subdivisions affected by the Revocation Event become Participating Subdivisions within one hundred eighty (180) days of the Revocation Event, the Participation Tier shall decrease – solely for the State in which the Revocation Event occurred – to the Participation Tier commensurate with the percentage of Litigating Subdivisions in that State that are Participating Subdivisions and the percentage of Non-Litigating Subdivisions that are both Primary Subdivisions and Participating Subdivisions, according to the criteria set forth in Exhibit H, except that the calculations shall be performed as to that State alone. For the avoidance of doubt and solely for the calculation in this subparagraph, the Settling States Column of Exhibit H shall play no role. This is the sole circumstance in which one Settling State will have a different Participation Tier than other Settling States.
6. The redetermination of the Participation Tier under subsection VIII.C.2 shall not affect payments already made or suspensions or offsets already applied.

## **IX. Potential Payment Adjustments**

### **A. *Later Litigating Subdivisions.***

1. If a Later Litigating Subdivision in a Settling State with a population above 10,000 brings a lawsuit or other legal proceeding against Released Entities asserting Released Claims, Janssen shall, within thirty (30) days of the lawsuit or other legal proceeding being served on Janssen, provide notice of the lawsuit or other legal proceeding to the Settlement Fund Administrator and the Settling State in which the Later Litigating Subdivision sits and provide the Settling State an opportunity to intervene in the lawsuit or other legal proceeding. A Released Entity shall not enter into a settlement with a Later Litigating Subdivision unless the State in which the Later Litigating Subdivision sits consents to such a settlement or unreasonably withholds consent to such a settlement.
2. If no Participation Tier applies and the Later Litigating Subdivision's lawsuit or other legal proceeding survives a Threshold Motion before Janssen makes its last settlement payment to the Settling State, the following shall apply:
  - a. Janssen will, from the date of the entry of the order denying the Threshold Motion and so long as the lawsuit or other legal proceeding is pending, be entitled to a suspension of the following payments it would otherwise owe the Settling State in which the Later Litigating Subdivision is located: (1) all remaining incentive payments to the relevant state; and (2) the last two scheduled base payments, if not already paid (the "Suspended Payments").

- b. For each Payment Year that Janssen is entitled to a suspension of payments, the Settlement Fund Administrator shall calculate the Suspended Payments applicable to the next Payment due from Janssen. The Suspended Payments shall be paid into the Settlement Fund Escrow account.
  3. If a Participation Tier applies at the time the Threshold Motion is denied, Janssen will be entitled to a suspension of the following percentages of Suspended Payments depending on the applicable Tier—75% for Tier 1, 50% for Tier 2, 35% for Tier 3, and 25% for Tier 4. Otherwise, the requirements of subsection IX.A.2 apply.
  4. If the Released Claim is resolved with finality without requirement of payment by a Released Entity, the placement of any remaining balance of the Suspended Payments into the Settlement Fund Escrow shall cease and the Settlement Fund Administrator shall immediately transfer amounts in the Settlement Fund Escrow on account of the suspension to the Settling State at issue and its Participating Subdivisions listed on Exhibit G. The lawsuit will not cause further suspensions unless the Released Claim is reinstated upon further review, legislative action, or otherwise.
  5. If the Released Claim is resolved with finality on terms requiring payment by a Released Entity (*e.g.*, if the lawsuit in which the Released Claim is asserted results in a judgment against Janssen or a settlement with Janssen), the Settlement Fund Administrator will transfer the amounts in the Settlement Fund Escrow on account of the suspension to Janssen necessary to satisfy 75% of the payment obligation of the Released Entity to the relevant Later Litigating Subdivision. The Settlement Fund Administrator shall immediately transfer any remaining balance in the Settlement Fund Escrow on account of the suspension to the Settling State at issue and its Participating Subdivisions listed on Exhibit G. If the amount to be transferred to Janssen exceeds the amounts in the Settlement Fund Escrow on account of the suspension, Janssen shall receive a dollar-for-dollar offset for the excess amount against its obligation to pay any remaining payments that would be apportioned to the Settling State at issue and to its Participating Subdivisions listed on Exhibit G.
- B. *Settlement Class Resolution Opt Outs.* If a Settling State is eligible for Incentive A on the basis of a Settlement Class Resolution, and a Primary Subdivision that opted out of the Settlement Class Resolution maintains a lawsuit asserting a Released Claim against a Released Entity, the following shall apply. If the lawsuit asserting a Released Claim either survives a Threshold Motion or has an unresolved Threshold Motion fewer than sixty (60) days prior to the scheduled start of a trial involving a Released Claim, and is resolved with finality on terms requiring payment by the Released Entity, Janssen shall receive a dollar-for-dollar offset for the amount paid against its obligation to make remaining Incentive A payments that would be apportioned to that State or Participating Subdivisions listed on Exhibit G. For the avoidance of doubt, an offset shall not be

applicable under this subsection if it is applicable under subsection IX.A with respect to the Subdivision at issue.

C. *Revoked Bar, Settlement Class Resolution, or Case-Specific Resolution.*

1. If Janssen made a payment as a result of the existence of a Bar, Settlement Class Resolution, or Case-Specific Resolution in a Settling State, and that Bar, Settlement Class Resolution, or Case-Specific Resolution is subject to a Revocation Event, Janssen shall receive a dollar-for-dollar offset against its obligation to make remaining payments that would be apportioned to that State or Participating Subdivisions listed on Exhibit G. This offset will be calculated as the dollar amount difference between (1) the total amount of incentive payments paid by Janssen during the time the Bar, Settlement Class Resolution, or Case-Specific Resolution subject to the Revocation Event was in effect, and (2) the total amount of Incentive Payments that would have been due from Janssen during that time without the Bar, Settlement Class Resolution, or Case-Specific Resolution subject to the Revocation Event being in effect. The amount of incentive payments that would have been due, referenced in (2) above, will be calculated based on considering any Subdivision that provides a release within one hundred eighty (180) days after the Revocation Event as having been a Participating Subdivision (in addition to all other Participating Subdivisions) during the time that the Bar, Settlement Class Resolution, or Case-Specific Resolution subject to the Revocation Event was in effect. If a Revocation Event causes a Settling State to no longer qualify for Incentive D, the Settling State shall return to Janssen all payments made under Incentive D.
2. Notwithstanding anything to the contrary in paragraph 1 above, if a Bar or Case-Specific Resolution is reinstated by the Settling State, either through the same or different means as the initial Bar or Case-Specific Resolution, Janssen's right to an offset is extinguished and any amounts withheld to offset amounts paid on account of the revoked, rescinded, reversed, or overruled Bar or Case-Specific Resolution shall be returned to the Settling State, less and except any incentive payments that would have been paid during the period in which the Bar or Case-Specific Resolution was revoked, rescinded, reversed, or overruled.

**X. Additional Restitution Amount**

- A. *Additional Restitution Amount.* Pursuant to the schedule set forth below and subject to the reduction specified in subsection X.B below, Janssen shall pay an Additional Restitution Amount to the Settling States listed in Exhibit N. Such funds shall be paid on the schedule set forth on Exhibit M on the Payment Date for each relevant Payment Year to such Settling States as allocated by the Settlement Fund Administrator pursuant to Exhibit N.

Payment Year 1	\$15,384,615.38
Payment Year 2	\$26,923,076.92

Payment Year 3            \$25,000,000.00

- B. *Reduction of Additional Restitution Amount.* In the event that any Non-Settling State appears on Exhibit N, the amounts owed by Janssen pursuant to this Section X shall be reduced by the allocation set forth on Exhibit N for any such Non-Settling States.
- C. *Use of Funds.* All funds paid as an Additional Restitution Amount shall be part of the Compensatory Restitution Amount, shall be used for Opioid Remediation, except as allowed by subsection VI.B.2, and shall be governed by the same requirements as specified in subsection VI.F.

#### **XI. Plaintiffs' Attorneys' Fees and Costs**

- A. The Agreement on Attorneys' Fees, Expenses and Costs is set forth in Exhibit R and incorporated herein by reference. The Agreement on the State Outside Counsel Fee Fund and Agreement on the State Cost Fund Administration are set forth in Exhibit U and Exhibit S, respectively, and are incorporated herein by reference.

#### **XII. Enforcement and Dispute Resolution**

- A. *Enforceability.* The terms of the Agreement and Consent Judgment applicable to or in a Settling State will be enforceable solely by that Settling State and Janssen. Settling States or Participating Subdivisions shall not have enforcement rights with respect either to the terms of this Agreement that apply only to or in other States or to any Consent Judgment entered into by another Settling State. Participating Subdivisions shall not have enforcement rights against Janssen with respect to the Agreement or any Consent Judgment except as to payments that would be allocated to the Subdivision Fund or Abatement Accounts Fund pursuant to Section VI; *provided, however*, that each Settling State shall allow Participating Subdivisions in that State to notify it of any perceived violations of the Agreement or Consent Judgment.
- B. *Jurisdiction.* Janssen consents to the jurisdiction of the court in which the Consent Judgment is filed, limited to resolution of disputes identified in subsection XII.F.2 for resolution in the court in which the Consent Judgment is filed.
- C. *Specific Terms Dispute Resolution.*
  - 1. Any dispute that is addressed by the provisions set forth in the Injunctive Relief terms in Exhibit P shall be resolved as provided therein.
  - 2. In the event Janssen believes the 86.5% threshold established in subsection VI.B.1 is not being satisfied, any Party may request that Janssen and the Enforcement Committee meet and confer regarding the use of funds under subsection VI.B.1. The completion of such meet-and-confer process is a precondition to further action regarding any such dispute. Further action concerning subsection VI.B.1 shall: (i) be limited to Janssen seeking to reduce its Annual Payments by no more than 5% of the difference between the actual amount of Opioid Remediation and the 86.5% threshold established in subsection VI.B.1; (ii) only reduce Annual

Payments to those Settling States and its Participating Subdivisions that are below the 86.5% threshold established in subsection VI.B.1; and (iii) not reduce Annual Payments restricted to future Opioid Remediation.

D. *State-Subdivision Enforcement.*

1. A Participating Subdivision shall not have enforcement rights against a Settling State in which it is located with respect to the Agreement or any Consent Judgment except: (1) as provided for in a State-Subdivision Agreement, Allocation Statute, or Statutory Trust with respect to intrastate allocation; or (2) in the absence of a State-Subdivision Agreement, Allocation Statute, or Statutory Trust, as to allegations that: (a) the Settling State's use of Abatement Accounts Fund monies were not used for uses similar to or in the nature of those uses contained in Exhibit E; or (b) a Settling State failed to pay funds directly from the Abatement Accounts Fund to a Participating Subdivision eligible to receive a block grant pursuant to subsection VI.E.2.b.
2. A Settling State shall have enforcement rights against a Participating Subdivision located in its territory: (1) as provided for in a State-Subdivision Agreement, Allocation Statute, or Statutory Trust; or (2) in the absence of a State-Subdivision Agreement, Allocation Statute, or Statutory Trust, as to allegations that the uses of Abatement Accounts Fund monies by Participating Subdivisions listed on Exhibit G were not for uses similar to or in the nature of those uses contained in Exhibit E.
3. As between Settling States and Participating Subdivisions, the above rights are contractual in nature and nothing herein is intended to limit, restrict, change, or alter any other existing rights under law.

E. *Subdivision Payment Enforcement.* A Participating Subdivision shall have the same right as a Settling State pursuant to subsection XII.F.4.a(4) to seek resolution of any failure by Janssen to make its required base and/or incentive payments in a Payment Year.

F. *Other Dispute Resolution Terms.*

1. Except as provided in subsection XII.C, the parties to a dispute shall promptly meet and confer in good faith to resolve any dispute. If the parties cannot resolve the dispute informally, and unless otherwise agreed in writing, they shall follow the remaining provisions of this subsection XII.F to resolve the dispute.
2. Except as provided in subsections XII.C and XII.F.4, disputes not resolved informally shall be resolved in either the court that entered the relevant Consent Judgment or, if no Consent Judgment was entered, a state or territorial court with jurisdiction located wherever the seat of state government is located. State court proceedings shall be governed by the rules and procedures of the forum. For the avoidance of doubt, disputes to be resolved in state court include, but are not limited to, the following:

- a. disputes concerning whether expenditures qualify for Opioid Remediation;
  - b. disputes between a Settling State and Participating Subdivisions located in such Settling State as provided by subsection XII.D, except to the extent the State-Subdivision Agreement provides for other dispute resolution mechanisms. For the avoidance of doubt, disputes between a Settling State and any Participating Subdivision shall not be considered National Disputes;
  - c. whether this Agreement and relevant Consent Judgment are binding under state law;
  - d. the extent of the Attorney General's or other participating entity's authority under state law, including the extent of the authority to release claims;
  - e. whether the requirements of a Bar, a Case-Specific Resolution, State-Specific Finality, Later Litigating Subdivision, Litigating Subdivision, or a Threshold Motion have been met; and
  - f. all other disputes not specifically identified in subsections XII.C and XII.F.4.
3. Any Party may request that the National Arbitration Panel provide an interpretation of any provision of the settlement that is relevant to the state court determination, and the National Arbitration Panel shall make reasonable best efforts to supply such interpretation within the earlier of thirty (30) days or the time period required by the state court proceedings. Any Party may submit that interpretation to the state court to the extent permitted by, and for such weight provided by, the state court's rules and procedures. If requested by a Party, the National Arbitration Panel shall request that its interpretation be accepted in the form of an amicus curiae brief, and any attorneys' fees and costs for preparing any such filing shall be paid for by the requesting Party.
4. National Disputes involving a Settling State, Participating Subdivision, and/or Janssen shall be resolved by a National Arbitration Panel.
- a. "*National Disputes*" are disputes that are exceptions to subsection XII.F.2's presumption of resolution in state courts because they involve issues of interpretation of Agreement terms applicable to all Settling States without reference to a particular State's law. Disputes between a State and any Participating Subdivisions shall not be considered National Disputes. National Disputes are limited to the following:
    - (1) the amount of offset and/or credit attributable to Non-Settling States and Tribes;
    - (2) issues involving the scope and definition of "Product";

- (3) interpretation and application of the terms “Covered Conduct” and “Released Entities”;
  - (4) disputes over a given year’s payment or the payment of the Additional Restitution Amount to all Settling States (for the avoidance of doubt, disputes between a Settling State and Janssen over the amounts owed to only that State shall not be considered National Disputes);
  - (5) questions regarding the performance and/or removal of the Settlement Fund Administrator;
  - (6) disputes involving liability of successor entities;
  - (7) disputes that require a determination of sufficient Subdivision and Special District participation to qualify for Incentives A, B, C, or D, as well as disputes over qualification for Participation Tiers;
  - (8) disputes that require interpretation of Agreement terms (i) that concretely affect four (4) or more Settling States; and (ii) do not turn on unique definitions and interpretations under State law; and
  - (9) any dispute subject to resolution under subsection XII.F.2 but for which all parties to the dispute agree to arbitration before the National Arbitration Panel under the provisions of this subsection XII.F.4.
- b. The “*National Arbitration Panel*” shall be comprised of three (3) neutral arbitrators. One (1) arbitrator shall be chosen by Janssen, one (1) arbitrator shall be chosen by the Enforcement Committee with due input from Participating Subdivisions, and the third arbitrator shall be agreed upon by the first two (2) arbitrators. The membership of the National Arbitration Panel is intended to remain constant throughout the term of this Agreement, but in the event that replacements are required, the retiring arbitrator shall be replaced by the party that selected him/her.
- (1) The National Arbitration Panel shall make reasonable best efforts to decide all matters within one hundred eighty (180) days of filing, and in no event shall it take longer than one (1) year.
  - (2) The National Arbitration Panel shall conduct all proceedings in a reasonably streamlined process consistent with an opportunity for the parties to be heard. Issues shall be resolved without the need for live witnesses where feasible, and with a presumption in favor of remote participation to minimize the burdens on the parties.
  - (3) To the extent allowed under state law, a Settling State, Participating Subdivision, and (at any party’s request) the National



Arbitration Panel may certify to an appropriate state court any question of state law. The National Arbitration Panel shall be bound by a final state court determination of such a certified question. The time period for the arbitration shall be tolled during the course of the certification process.

- (4) The arbitrators will give due deference to any authoritative interpretation of state law, including any declaratory judgment or similar relief obtained by a Settling State, Participating Subdivision, or Janssen on a state law issue.
    - (5) The decisions of the National Arbitration Panel shall be binding on Settling States, Participating Subdivisions, Janssen, and the Settlement Fund Administrator. In any proceeding before the National Arbitration Panel involving a dispute between a Settling State and Janssen whose resolution could prejudice the rights of a Participating Subdivision(s) or Participating Special District(s) in that Settling State, such Participating Subdivision(s) or Participating Special District(s) shall be allowed to file a statement of view in the proceeding.
  - c. Nothing herein shall be construed so as to limit or otherwise restrict a State from seeking injunctive or other equitable relief in state court to protect the health, safety, or welfare of its citizens.
  - d. Each party shall bear its own costs in any arbitration or court proceeding arising under this subsection XII.F. The costs for the arbitrators on the National Arbitration Panel shall be divided and paid equally by the disputing sides for each individual dispute, *e.g.*, a dispute between Janssen and Settling States/Participating Subdivisions shall be split 50% by Janssen and 50% by the Settling States/Participating Subdivisions that are parties to the dispute; a dispute between a Settling State and a Participating Subdivision shall be split 50% by the Settling State and 50% by any Participating Subdivisions that are party to the dispute.
5. Prior to initiating an action to enforce pursuant to this subsection XII.F, the complaining party must:
- a. Provide written notice to the Enforcement Committee of its complaint, including the provision of the Consent Judgment and/or Agreement that the practice appears to violate, as well as the basis for its interpretation of the disputed provision. The Enforcement Committee shall establish a reasonable process and timeline for obtaining additional information from the involved parties; *provided, however*, that the date the Enforcement Committee establishes for obtaining additional information from the parties shall not be more than forty-five (45) days following the notice.

The Enforcement Committee may advise the involved parties of its views on the complaint and/or seek to resolve the complaint informally.

- b. Wait to commence any enforcement action until thirty (30) days after the date that the Enforcement Committee establishes for obtaining additional information from the involved parties.
- 6. If the parties to a dispute cannot agree on the proper forum for resolution of the dispute under the provisions of subsections XII.F.2 or XII.F.4, a committee comprising the Enforcement Committee and sufficient representatives of Janssen such that the members of the Enforcement Committee have a majority of one (1) member will determine the forum where the dispute will be initiated within twenty-eight (28) days of receiving notification of the dispute relating to the proper forum. The forum identified by such committee shall be the sole forum for determining where the dispute shall be heard, and the committee's identification of such forum shall not be entitled to deference by the forum selected.
- G. *No Effect.* Nothing in this Agreement shall be interpreted to limit the Settling State's Civil Investigative Demand ("CID") or investigative subpoena authority, to the extent such authority exists under applicable state law and the CID or investigative subpoena is issued pursuant to such authority, and Janssen reserves all of its rights in connection with a CID or investigative subpoena issued pursuant to such authority.

### **XIII. Miscellaneous**

- A. *No Admission.* Janssen does not admit liability or wrongdoing. Neither this Agreement nor the Consent Judgments shall be considered, construed, or represented to be (1) an admission, concession, or evidence of liability or wrongdoing or (2) a waiver or any limitation of any defense otherwise available to Janssen.
- B. *Population of Subdivisions.* The population figures for Subdivisions shall be the published U.S. Census Bureau's population estimates for July 1, 2019, released May 2020. These population figures shall remain unchanged during the term of this Agreement.
- C. *Population of Special Districts.* For any purpose in this Agreement in which the population of a Special District is used, other than the use of "Covered Special District": (a) School Districts' population will be measured by the number of students enrolled who are eligible under the Individuals with Disabilities Education Act ("IDEA") or Section 504 of the Rehabilitation Act of 1973; (b) Health Districts' and Hospital Districts' population will be measured at 25% of discharges; and (c) all other Special Districts' (including Fire Districts' and Library Districts') population will be measured at 10% of the population served.
- D. *Population Associated with Sheriffs.* For any purpose in this Agreement in which the population associated with a lawsuit by a sheriff is used, the population will be measured at 20% of the capacity of the jail(s) operated by the sheriff.

E. *Tax Reporting and Cooperation.*

1. Upon request by Janssen, the Settling States, Participating Subdivisions, and Participating Special Districts agree to perform such further acts and to execute and deliver such further documents as may be reasonably necessary for Janssen to establish the statements set forth in subsection VI.E.3 to the satisfaction of their tax advisors, their independent financial auditors, the Internal Revenue Service, or any other governmental authority, including as contemplated by Treasury Regulations Section 1.162-21(b)(3)(ii) and any subsequently proposed or finalized relevant regulations or administrative guidance.
2. Without limiting the generality of subsection VI.C.1, each Settling State, Participating Subdivision, and Participating Special District shall cooperate in good faith with Janssen with respect to any tax claim, dispute, investigation, audit, examination, contest, litigation, or other proceeding relating to this Agreement.
3. The Designated State, on behalf of all Settling States, Participating Subdivisions, and Participating Special Districts, shall designate one of its officers or employees to act as the “appropriate official” within the meaning of Treasury Regulations Section 1.6050X-1(f)(1)(ii)(B) (the “Appropriate Official”).
4. For the avoidance of doubt, neither Janssen nor the Settling States, Participating Subdivisions, and Participating Special Districts make any warranty or representation to any Settling jurisdiction or Releasor as to the tax consequences of the payment of the Compensatory Restitution Amount (or any portion thereof).

F. *No Third-Party Beneficiaries.* Except as expressly provided in this Agreement, no portion of this Agreement shall provide any rights to, or be enforceable by, any person or entity that is not a Settling State or Released Entity. No Settling State may assign or otherwise convey any right to enforce any provision of this Agreement.

G. *Calculation.* Any figure or percentage referred to in this Agreement shall be carried to seven decimal places.

H. *Construction.* None of the Parties and no Participating Subdivision shall be considered to be the drafter of this Agreement or of any of its provisions for the purpose of any statute, case law, or rule of interpretation or construction that would or might cause any provision to be construed against the drafter of this Agreement. The headings of the provisions of this Agreement are not binding and are for reference only and do not limit, expand, or otherwise affect the contents or meaning of this Agreement.

I. *Cooperation.* Each Party and each Participating Subdivision agrees to use its best efforts and to cooperate with the other Parties and Participating Subdivisions to cause this Agreement and the Consent Judgments to become effective, to obtain all necessary approvals, consents and authorizations, if any, and to execute all documents and to take such other action as may be appropriate in connection herewith. Consistent with the foregoing, each Party and each Participating Subdivision agrees that it will not directly or indirectly assist or encourage any challenge to this Agreement or any Consent Judgment

by any other person, and will support the integrity and enforcement of the terms of this Agreement and the Consent Judgments.

- J. *Entire Agreement.* This Agreement, its exhibits and any other attachments, including the attorneys' fees and cost agreement in Exhibit R, embodies the entire agreement and understanding between and among the Parties and Participating Subdivisions relating to the subject matter hereof and supersedes (1) all prior agreements and understandings relating to such subject matter, whether written or oral and (2) all purportedly contemporaneous oral agreements and understandings relating to such subject matter.
- K. *Execution.* This Agreement may be executed in counterparts and by different signatories on separate counterparts, each of which shall be deemed an original, but all of which shall together be one and the same Agreement. One or more counterparts of this Agreement may be delivered by facsimile or electronic transmission with the intent that it or they shall constitute an original counterpart hereof. One or more counterparts of this Agreement may be signed by electronic signature.
- L. *Good Faith and Voluntary Entry.* Each Party warrants and represents that it negotiated the terms of this Agreement in good faith. Each of the Parties and signatories to this Agreement warrants and represents that it freely and voluntarily entered into this Agreement without any degree of duress or compulsion. The Parties state that no promise of any kind or nature whatsoever (other than the written terms of this Agreement) was made to them to induce them to enter into this Agreement.
- M. *No Prevailing Party.* The Parties each agree that they are not the prevailing party in this action, for purposes of any claim for fees, costs, or expenses as prevailing parties arising under common law or under the terms of any statute, because the Parties have reached a good faith settlement. The Parties each further waive any right to challenge or contest the validity of this Agreement on any ground, including, without limitation, that any term is unconstitutional or is preempted by, or in conflict with, any current or future law.
- N. *Non-Admissibility.* The settlement negotiations resulting in this Agreement have been undertaken by the Parties and by certain representatives of the Participating Subdivisions in good faith and for settlement purposes only, and no evidence of negotiations or discussions underlying this Agreement shall be offered or received in evidence in any action or proceeding for any purpose. This Agreement shall not be offered or received in evidence in any action or proceeding for any purpose other than in an action or proceeding arising under or relating to this Agreement.
- O. *Notices.* All notices or other communications under this Agreement shall be in writing (including but not limited to electronic communications) and shall be given to the recipients indicated below:

1. For the Attorney(s) General:

Ashley Moody,  
Attorney General  
State of Florida  
The Capitol,  
PL-01  
Tallahassee, FL 32399

Josh Stein, Attorney General  
North Carolina Department of Justice  
Attn: Daniel Mosteller  
PO Box 629  
Raleigh, NC 27602  
Dmosteller@ncdoj.gov

2. For the Plaintiffs' Executive Committee:

Paul F. Farrell  
Farrell Law  
P.O. Box 1180  
Huntington, WV 25714-1180

Jayne Conroy  
Simmons Hanly Conroy LLC  
112 Madison Avenue, 7th Floor  
New York, NY 10016-7416  
JConroy@simmonsfirm.com

Joseph F. Rice  
Motley Rice LLC  
28 Bridgeside Blvd.  
Mount Pleasant, SC 29464  
jrice@motleyrice.com

Peter Mougey  
Levin Papantonio Rafferty  
316 South Baylen St.  
Pensacola, FL 32502  
pmougey@levinlaw.com

Paul J. Geller  
Robbins Geller Rudman & Dowd LLP  
120 East Palmetto Park Road  
Boca Raton, FL 33432  
PGeller@rgrdlaw.com

3. For Janssen:

Charles C. Lifland  
O'Melveny & Myers LLP  
400 South Hope Street, 18th Floor Los Angeles, CA 90071  
Phone: (213) 430-6000  
clifland@omm.com

Daniel R. Suvor  
O'Melveny & Myers LLP  
400 South Hope Street, 18th Floor Los Angeles, CA 90071  
Phone: (213) 430-6000  
dsuvor@omm.com

Any Party or the Plaintiffs' Executive Committee may change or add the contact information of the persons designated to receive notice on its behalf by notice given (effective upon the giving of such notice) as provided in this subsection.

- P. *No Waiver.* The waiver of any rights conferred hereunder shall be effective only if made by written instrument executed by the waiving Party or Parties. The waiver by any Party of any breach of this Agreement shall not be deemed to be or construed as a waiver of any other breach, whether prior, subsequent, or contemporaneous, nor shall such waiver be deemed to be or construed as a waiver by any other Party.
- Q. *Preservation of Privilege.* Nothing contained in this Agreement or any Consent Judgment, and no act required to be performed pursuant to this Agreement or any Consent Judgment, is intended to constitute, cause, or effect any waiver (in whole or in part) of any attorney-client privilege, work product protection, or common interest/joint defense privilege, and each Party agrees that it shall not make or cause to be made in any forum any assertion to the contrary.
- R. *Successors.* This Agreement shall be binding upon, and inure to the benefit of, Janssen and its respective successors and assigns. Janssen shall not sell the majority of its voting stock or substantially all its assets without obtaining the acquiror's agreement that it will constitute a successor with respect to Janssen's obligations under this Agreement.
- S. *Modification, Amendment, Alteration.* After the Reference Date, any modification, amendment, or alteration of this Agreement by the Parties shall be binding only if evidenced in writing signed by Janssen along with the signatures of at least thirty-seven (37) of those then-serving Attorneys General of the Settling States along with a representation from each Attorney General that either: (1) the advisory committee or similar entity established or recognized by that Settling State (either pursuant to subsection VI.E.2, by a State-Subdivision Agreement, or by statute) voted in favor of the modification, amendment, or alteration of this Agreement including at least one Participating Subdivision-appointed member; or (2) in States without any advisory committee, that 50.1% of the Participating Subdivisions by population expressed approval of the modification, amendment, or alteration of this Agreement in writing.

Provided, however, in the event the modification, amendment, or alteration relates to injunctive relief, interstate allocation between the Settling States, intrastate allocation in a particular Settling State, or fees or costs of Settling States and Participating Subdivisions, then every Settling State and each Participating Subdivision affected by that modification, amendment, or alteration must assent in writing. Provided further that, in the event the modification, amendment, or alteration relates to injunctive relief, then such amendment, modification, or alteration of injunctive relief against Janssen will not be effective unless and until any Consent Judgment is modified by a court of competent jurisdiction, except as otherwise provided by the Injunctive Terms.

T. *Termination.*

1. Unless otherwise agreed to by Janssen and the Settling State in question, this Agreement and all of its terms (except subsection XIII.N and any other non-admissibility provisions, which shall continue in full force and effect) shall be canceled and terminated with respect to the Settling State, and the Agreement and all orders issued by the courts in the Settling State pursuant to the Agreement shall become null and void and of no effect if one or more of the following conditions applies:
  - a. A Consent Judgment approving this Agreement without modification of any of the Agreement's terms has not been entered as to the Settling State by a court of competent jurisdiction on or before one hundred eighty (180) days after the Effective Date; or
  - b. This Agreement or the Consent Judgment as to that Settling State has been disapproved by a court of competent jurisdiction to which it was presented for approval and/or entry (or, in the event of an appeal from or review of a decision of such a court to approve this Agreement and the Consent Judgment, by the court hearing such appeal or conducting such review), and the time to appeal from such disapproval has expired, or, in the event of an appeal from such disapproval, the appeal has been dismissed or the disapproval has been affirmed by the court of last resort to which such appeal has been taken and such dismissal or disapproval has become no longer subject to further appeal (including, without limitation, review by the United States Supreme Court).
2. If this Agreement is terminated with respect to a Settling State and its Participating Subdivisions for whatever reason pursuant to subsection XIII.T.1, then:
  - a. An applicable statute of limitation or any similar time requirement (excluding any statute of repose) shall be tolled from the date the Settling State signed this Agreement until the later of the time permitted by applicable law or for one year from the date of such termination, with the effect that Janssen and the Settling State in question shall be in the same

position with respect to the statute of limitation as they were at the time the Settling State filed its action; and

- b. Janssen and the Settling State and its Participating Subdivisions in question shall jointly move the relevant court of competent jurisdiction for an order reinstating the actions and claims dismissed pursuant to the terms of this Agreement governing dismissal, with the effect that Janssen and the Settling State and its Participating Subdivisions in question shall be in the same position with respect to those actions and claims as they were at the time the action or claim was stayed or dismissed.

- 3. Unless Janssen and the Enforcement Committee agree otherwise, this Agreement, with the exception of the Injunctive Relief Terms that have their own provisions on duration, shall terminate as to all Parties as of the Payment Date for Payment Year 9, *provided* that Janssen has performed its payment obligations under the Agreement as of that date. Notwithstanding any other provision in this Agreement, all releases under this Agreement will remain effective despite any termination under this paragraph.

- U. *Governing Law.* Except (1) as otherwise provided in the Agreement or (2) as necessary, in the sole judgment of the National Arbitration Panel, to promote uniformity of interpretation for matters within the scope of the National Arbitration Panel's authority, this Agreement shall be governed by and interpreted in accordance with the respective laws of the Settling State, without regard to the conflict of law rules of such Settling State, that is seeking to enforce the Agreement against Janssen or against which Janssen is seeking enforcement. Notwithstanding any other provision in this subsection on governing law, any disputes relating to the Settlement Fund Escrow shall be governed by and interpreted in accordance with the law of the state where the escrow agent has its primary place of business.



## **EXHIBIT A**

### **Alleged Harms**

The following expert reports that were filed in connection with the case captioned *In re National Prescription Opiate Litigation*, No. 1-17-md-02804 (N.D. Ohio):

1. Expert report of Professor David Cutler, dated March 25, 2019.
2. Expert report of Dr. Jeffrey B. Liebman, dated March 25, 2019.
3. Expert report of Professor Thomas McGuire regarding damages to Bellwethers, dated March 25, 2019.
4. Report of Professor Thomas McGuire regarding public nuisance, dated March 25, 2019.

## **EXHIBIT B**

### **Enforcement Committee Organization Bylaws**

#### **ARTICLE I**

These bylaws constitute the code of rules adopted by the Settling States and Participating Subdivisions for the creation of an Enforcement Committee (the “Committee”) to exist and operate during the term of the Agreement in connection with Janssen and shall control the regulation and management of the Committee’s affairs.

#### **ARTICLE II**

##### **Purpose**

The Committee is organized for the sole purpose of evaluating and taking such action as deemed reasonable, necessary, and appropriate by the members of the Committee on the matters delegated to the Committee under that certain Settlement Agreement between the Settling States and Janssen dated July 21, 2021.

#### **ARTICLE III**

##### **Members of the Committee**

**(1) Number of Members**

The Committee will consist of seventeen (17) members (the “Members”). Upon majority resolution of the Committee, the number of Members may be increased or decreased from time to time, but in no event shall a decrease have the effect of decreasing the total number of Members to less than seven Members.

**(2) Initial Members**

The Committee initially will consist of eleven Settling State Members and six Participating Subdivision Members; three of the Participating Subdivisions shall be counties and three shall be municipalities. The initial Settling State Members are representatives from: Connecticut, Delaware, Florida, Georgia, Massachusetts, New York, North Carolina, Ohio, Pennsylvania, Tennessee, and Texas. The initial Participating Subdivision Members are: (a) Bexar County, Texas; (b) Broward County, Florida; (c) Chicago, Illinois; (d) Cincinnati, Ohio; (e) Nashville, Tennessee; and (f) Nassau County, New York. Until the Reference Date contained in the Settlement Agreement, the Participating Subdivisions may designate their outside counsel to serve as their representative. After the Reference Date, an employee or official of the Participating Subdivision must be the designated as the representative of the Participating Subdivision.

**(3) Term of Members**

The term of office for Members of the Committee will be until the end of the term of the Settlement Agreement, nine (9) years, unless and until a Member withdraws or resigns from the Committee.

**(4) Resignation**

Any Member may resign at any time by delivering written notice to the Chairperson of the Committee. Such resignation shall take effect upon receipt or, if later, at the time specified in the notice.

**(5) Removal**

(a) Any Member may be removed without cause, at any time, by a majority of the entire Committee, at a Regular or Special Meeting called for that purpose. Any Member under consideration of removal must first be notified about the consideration by written notice at least five days prior to the meeting at which the vote takes place.

(b) In the event that any Member is not a Settling State or a Participating Subdivision or the Member subsequently becomes a Later Litigating Subdivision, the Member shall be removed immediately without notice or vote of the Committee.

**(6) Vacancies**

In the event of a vacancy, the Members of the same type (Settling State or Participating Subdivision) shall select another Settling State or Participating Subdivision to fill that Member's position.

**(7) Compensation**

Members shall not receive any salaries or other compensation for their services, but, by resolution of the Committee, may be reimbursed for any actual expenses incurred in the performance of their duties for the Committee, as long as a majority of disinterested Members approve the reimbursement. Any reimbursement shall be sought from the Settlement Fund Administrator.

**ARTICLE IV**

**Conflicts of Interest and Code of Ethics**

If a Member, agent, or employee of the Committee has a conflict of interest, he or she may not participate in a vote, discussion, or decision about the matter. Each Member shall follow any applicable state or local law with respect to conflicts, gifts, and ethics.

**ARTICLE V**

**Committee Meetings**

**(1) Place of Meetings**

Meetings of the Committee will be held at any place that the Chairperson may designate, including by telephonic or electronic means.

**(2) Regular Meetings**

Regular meetings of the Committee shall be held as deemed necessary by the Chairperson or any three members.

**(3) Notice of Meetings**

Written notice of the date, time, place and subject of each meeting must be provided to the Members at least 72 hours before the scheduled time of the meeting, except when there is an emergency or urgent public necessity.

**(4) Quorum**

A majority of the incumbent Members (not counting vacancies) shall constitute a quorum for the purposes of convening a meeting or conducting business.

**(5) Voting and Proxy**

When it is necessary to vote on any matter before the Committee, Members may vote by electronic means as provided in these Bylaws. Proxy voting is permitted. In order for a matter to pass, the matter must have a majority vote of Members present and must have at least one vote from a Settling State Member and a Participating Subdivision Member. In the event that there is a Quorum, but no Settling State or Participating Subdivision Member is present, then a matter may pass with a simple majority vote.

**(6) Minutes**

The Committee shall prepare and keep minutes. The minutes must state the subject of each deliberation and indicate each vote, order, decision, or other action taken.

## **ARTICLE VI**

### **Officers**

**(1) Roster of Officers**

The Committee shall have a Chairperson, a Vice Chairperson, and a Secretary. The Committee may have at its discretion, such other officers as may be appointed by the Members of the Committee. One person may hold two or more offices, except those serving as Chairperson.

**(2) Election and Removal of Officers**

All officers shall serve two-year terms. The election shall be conducted at the first meeting of the fiscal year. Officers shall remain in office until their successors have been selected. Officers may serve consecutive terms without limit. The election of officers shall be by majority vote of the Members of the Committee attending the meeting.

**(3) Vacancies**

If a vacancy occurs during the term of office for any elected officer, the Members of the Committee shall elect a new officer to fill the remainder of the term as soon as practical, by majority vote of Members present.

**(4) Chairperson**

The Chairperson will supervise and control the affairs of the Committee and shall exercise such supervisory powers as may be given him/her by the Members of the Committee. The Chairperson will perform all duties incident to such office and such other duties as may be provided in these bylaws or as may be prescribed from time to time by the Committee. The

Chairperson shall preside at all meetings and shall exercise parliamentary control in accordance with Robert's Rules of Order.

**(5) Vice Chairperson**

The Vice Chairperson shall act in place of the Chairperson in the event of the Chairperson's absence, inability, or refusal to act, and shall exercise and discharge such other duties as may be required by the Committee. The Vice Chairperson shall serve as the parliamentarian and interpret any ambiguities of the bylaws.

**(6) Secretary**

The Secretary will keep and maintain all records related to the Committee and take minutes of all meetings.

**(7) Records**

All elected officers and committee chairpersons shall relinquish their records to the Chairperson immediately upon the completion of their term of office or completion of a project.

**(8) Resignation**

An officer may resign the office while not resigning membership from the Committee, by submitting a letter to the Chairperson. Vacancies occurring in any office shall be appointed for the remainder of the term.

## **ARTICLE VII**

### **Duties**

**(1) Prior to the Reference Date**

The Committee shall be responsible for any additional negotiations with Janssen, including, but not limited to, negotiating extensions of any periods created by the Settlement Agreement.

**(2) After the Enforcement Date**

The Committee shall establish procedures for the receipt of notices that a dispute exists concerning the Agreement and review of such disputes, pursuant to Section XII of the Agreement. Members may engage with Janssen, Settling States, and Participating Subdivisions attempting to resolve any dispute without further action by the Committee. The Committee may request additional information from Janssen, Settling States, and Participating Subdivisions to the extent the Committee believes such information is necessary to understand, resolve, or provide advice related to a dispute. The Committee shall endeavor to provide advice relative to the dispute no later than 60 days after receipt of notice.

**ARTICLE VIII**  
**Rules of Procedure**

The proceedings and business of the Committee shall be governed by Robert's Rules of Order unless otherwise waived by the Committee.

**ARTICLE IX**  
**Operations**

**(1) Records**

The Committee will keep correct and complete records and will also keep minutes of the proceedings of the Committee meetings and Committees. The Committee will keep such records at its principal place of business at a place designated by the Chairperson.

All elected officers and committee chairpersons shall relinquish their records to the Chairperson, immediately upon the completion of their term of office.

**(2) Inspection of Books and Records**

The minutes of a meeting are public records and shall be available for public inspection and copying on request to the Committee's Chairperson or the Chairperson's designee.

**(3) Amendments**

The bylaws may be amended at any time by a vote of a majority of Members present and must have at least one vote from a Settling State Member and a Participating Subdivision Member. In the event that there is a Quorum, but no Settling State or Participating Subdivision Member is present, then a matter may pass with a simple majority vote.

**EXHIBIT C**

**Litigating Subdivision and Special District List<sup>1</sup>**

1. Abbeville (AL), City of, Alabama
2. Albertville (AL), City of, Alabama
3. Alexander City (AL), City of, Alabama
4. Anniston (AL), City of, Alabama
5. Arab (AL), City of, Alabama
6. Argo (AL), City of, Alabama
7. Ashland (AL), City of, Alabama
8. Ashville (AL), City of, Alabama
9. Athens (AL), City of, Alabama
10. Attalia (AL), City of, Alabama
11. Attentus Mouton, LLC d/b/a Lawrence Medical Center (AL), Alabama
12. Auburn (AL), City of, Alabama
13. Autauga (AL), County of, Alabama
14. Baldwin (AL), County of, Alabama
15. Barbour (AL), County of, Alabama
16. Berry (AL), Town of, Alabama
17. Bibb (AL), County of, Alabama
18. Bibb County Healthcare Authority (AL), Alabama
19. Birmingham (AL), City of, Alabama
20. Blount (AL), County of, Alabama
21. Boaz (AL), City of, Alabama
22. Brent (AL), City of, Alabama
23. Bridgeport (AL), City of, Alabama
24. Brookwood (AL), Town of, Alabama
25. Brundidge (AL), City of, Alabama
26. Bullock (AL), County of, Alabama
27. Butler (AL), County of, Alabama
28. Butler (AL), Town of, Alabama
29. Calera (AL), City of, Alabama
30. Calhoun (AL), County of, Alabama
31. Camp Hill (AL), Town of, Alabama
32. Carbon Hill (AL), City of, Alabama
33. Cedar Bluff (AL), Town of, Alabama
34. Center Point (AL), City of, Alabama
35. Centre (AL), City of, Alabama
36. Centreville (AL), City of, Alabama
37. Chambers (AL), County of, Alabama
38. Cherokee (AL), County of, Alabama
39. Cherokee (AL), Town of, Alabama
40. Chickasaw (AL), City of, Alabama
41. Chilton (AL), County of, Alabama
42. Choctaw (AL), County of, Alabama
43. Clanton (AL), City of, Alabama
44. Clarke (AL), County of, Alabama
45. Clay (AL), County of, Alabama
46. Cleburne (AL), County of, Alabama
47. Cleveland (AL), Town of, Alabama
48. Coffee (AL), County of, Alabama
49. Colbert (AL), County of, Alabama
50. Conecuh (AL), County of, Alabama
51. Coosa (AL), County of, Alabama
52. Cordova (AL), City of, Alabama
53. Covington (AL), County of, Alabama
54. Crenshaw (AL), County of, Alabama
55. Cullman (AL), City of, Alabama
56. Cullman (AL), County of, Alabama
57. Cullman County Health Care Authority (AL), Alabama
58. Dadeville (AL), City of, Alabama
59. Dale (AL), County of, Alabama
60. Dale County Healthcare Authority (AL), Alabama
61. Daleville (AL), City of, Alabama
62. Dallas (AL), County of, Alabama

---

<sup>1</sup> For purposes of calculating the percentage of Litigating Subdivisions and Litigating Special Districts pursuant to Section V.E.5 and Exhibit H, an individual Litigating Subdivision or Litigating Special District shall not be included more than once in the numerator, and shall not be included more than once in the denominator, of the calculation regardless if it (or any of its officials) is named as multiple plaintiffs in the same lawsuit; provided, however, that for the avoidance of doubt, no Litigating Subdivision or Litigating Special District will be excluded from the numerator or denominator under this sentence unless a Litigating Subdivision or Litigating Special District otherwise counted in the denominator has the authority to release the Claims (consistent with Section IV) of the Litigating Subdivision or Litigating Special District to be excluded.

## DRAFT – SUBJECT TO CHANGE FOR QUALITY CONTROL PURPOSES

63. Daphne (AL), City of, Alabama
64. Dauphin Island (AL), Town of, Alabama
65. DCH Health Care Authority (AL), Alabama
66. Decatur (AL), City of, Alabama
67. DeKalb (AL), County of, Alabama
68. Demopolis (AL), City of, Alabama
69. Dora (AL), City of, Alabama
70. Dothan (AL), City of, Alabama
71. Double Springs (AL), Town of, Alabama
72. Douglas (AL), Town of, Alabama
73. Enterprise (AL), City of, Alabama
74. Escambia (AL), County of, Alabama
75. Etowah (AL), County of (Sheriff), Alabama
76. Etowah (AL), County of, Alabama
77. Eufaula (AL), City of, Alabama
78. Evergreen (AL), City of, Alabama
79. Fairfield (AL), City of, Alabama
80. Faunsdale (AL), Town of, Alabama
81. Fayette (AL), County of (Sheriff), Alabama
82. Fayette (AL), City of, Alabama
83. Fayette (AL), County of, Alabama
84. Florence (AL), City of, Alabama
85. Foley (AL), City of, Alabama
86. Fort Deposit (AL), Town of, Alabama
87. Fort Payne (AL), City of, Alabama
88. Franklin (AL), County of, Alabama
89. Fultondale (AL), City of, Alabama
90. Gadsden (AL), City of, Alabama
91. Geneva (AL), City of, Alabama
92. Geneva (AL), County of, Alabama
93. Geneva County Health Care Authority (AL), Alabama
94. Georgiana (AL), City of, Alabama
95. Geraldine (AL), Town of, Alabama
96. Gilberttown (AL), Town of, Alabama
97. Grant (AL), Town of, Alabama
98. Graysville (AL), City of, Alabama
99. Greene (AL), County of, Alabama
100. Greene County Hospital Board (AL), Alabama
101. Greensboro (AL), City of, Alabama
102. Greenville (AL), City of, Alabama
103. Guin (AL), City of, Alabama
104. Guntersville (AL), City of, Alabama
105. Gurley (AL), Town of, Alabama
106. Hale (AL), County of, Alabama
107. Haleyville (AL), City of, Alabama
108. Hamilton (AL), City of, Alabama
109. Hammondville (AL), Town of, Alabama
110. Hartselle (AL), City of, Alabama
111. Headland (AL), City of, Alabama
112. Healthcare Authority for Baptist Health (AL), Alabama
113. Health Care Authority of Clarke County (AL), Alabama
114. Health Care Authority of Morgan County – City of Decatur (AL), Alabama
115. Health Care Authority of the City of Huntsville d/b/a HH Health System, et al. (AL), Alabama
116. Health Care Authority of the City of Huntsville d/b/a Huntsville Hospital (AL), Alabama
117. Health Care Authority of the City of Huntsville d/b/a Huntsville Hospital for Women and Children (AL), Alabama
118. Health Care Authority of the City of Huntsville d/b/a Madison Hospital (AL), Alabama
119. Henagar (AL), City of, Alabama
120. Henry (AL), County of, Alabama
121. HH Health System - Athens Limestone, LLC d/b/a Athens Limestone Hospital (AL), Alabama
122. HH Health System - Morgan, LLC d/b/a Decatur Morgan Hospital - Decatur and Decatur Morgan Hospital - Parkway (AL), Alabama
123. HH Health System - Shoals, LLC d/b/a Helen Keller Hospital and Red Bay Hospital (AL), Alabama
124. Homewood (AL), City of, Alabama
125. Hoover (AL), City of, Alabama
126. Houston (AL), County of, Alabama
127. Hueytown (AL), City of, Alabama
128. Huntsville (AL), City of, Alabama
129. J. Paul Jones Hospital (AL), Alabama
130. Jackson (AL), County of, Alabama
131. Jackson County Health Care Authority (AL), Alabama
132. Jacksonville (AL), City of, Alabama
133. Jasper (AL), City of, Alabama
134. Jefferson (AL), County of (Sheriff), Alabama
135. Jefferson (AL), County of, Alabama
136. Killen (AL), City of, Alabama



## DRAFT – SUBJECT TO CHANGE FOR QUALITY CONTROL PURPOSES

137. Lamar (AL), County of (Sheriff), Alabama
138. Lamar (AL), County of, Alabama
139. Lanett (AL), City of, Alabama
140. Lauderdale (AL), County of, Alabama
141. Lawrence (AL), County of, Alabama
142. Leeds (AL), City of, Alabama
143. Leesburg (AL), City of, Alabama
144. Leighton (AL), Town of, Alabama
145. Level Plains (AL), City of, Alabama
146. Limestone (AL), County of, Alabama
147. Lincoln (AL), City of, Alabama
148. Linden (AL), City of, Alabama
149. Locust Fork (AL), Town of, Alabama
150. Louisville (AL), City of, Alabama
151. Lowndes (AL), County of, Alabama
152. Luverne (AL), City of, Alabama
153. Macon (AL), County of, Alabama
154. Madison (AL), City of, Alabama
155. Madison (AL), County of, Alabama
156. Marengo (AL), County of, Alabama
157. Marion (AL), City of, Alabama
158. Marion (AL), County of, Alabama
159. Marshall (AL), County of, Alabama
160. Marshall County Health Care Authority (AL), Alabama
161. McKenzie (AL), Town of, Alabama
162. Medical West Hospital Authority (AL), Alabama
163. Midfield (AL), City of, Alabama
164. Mobile (AL), City of, Alabama
165. Mobile (AL), County of, Alabama
166. Mobile County Board of Health and Family Oriented Primary Health Care Clinic (AL), Alabama
167. Mobile County Emergency Medical Services System Rescue Squad (AL), Alabama
168. Monroe (AL), County of, Alabama
169. Monroe County Health Care Authority (AL), Alabama
170. Monroeville (AL), City of, Alabama
171. Montgomery (AL), City of, Alabama
172. Montgomery (AL), County of, Alabama
173. Moody (AL), City of, Alabama
174. Morgan (AL), County of, Alabama
175. Moulton (AL), City of, Alabama
176. Mountain Brook (AL), City of, Alabama
177. Munford (AL), Town of, Alabama
178. Muscle Shoals (AL), City of, Alabama
179. Nauvoo (AL), City of, Alabama
180. New Hope (AL), City of, Alabama
181. Northport (AL), City of, Alabama
182. Oakman (AL), Town of, Alabama
183. Oneonta (AL), City of, Alabama
184. Opelika (AL), City of, Alabama
185. Opp (AL), City of, Alabama
186. Orange Beach (AL), City of, Alabama
187. Oxford (AL), City of, Alabama
188. Ozark (AL), City of, Alabama
189. Parrish (AL), City of, Alabama
190. Pell City (AL), City of, Alabama
191. Perry (AL), County of, Alabama
192. Phenix City (AL), City of, Alabama
193. Pickens (AL), County of, Alabama
194. Piedmont (AL), City of, Alabama
195. Pike (AL), County of, Alabama
196. Pleasant Grove (AL), City of, Alabama
197. Powell (AL), Town of, Alabama
198. Prattville (AL), City of, Alabama
199. Priceville (AL), Town of, Alabama
200. Prichard (AL), City of, Alabama
201. Ragland (AL), City of, Alabama
202. Rainbow City (AL), City of, Alabama
203. Rainsville (AL), City of, Alabama
204. Red Bay (AL), City of, Alabama
205. Robertsedale (AL), City of, Alabama
206. Rockford (AL), Town of, Alabama
207. Russell (AL), County of, Alabama
208. Russellville (AL), City of, Alabama
209. Satsuma (AL), City of, Alabama
210. Scottsboro (AL), City of, Alabama
211. Selma (AL), City of, Alabama
212. Sheffield (AL), City of, Alabama
213. Shelby (AL), County of, Alabama
214. Sipsy (AL), City of, Alabama
215. Slocumb (AL), City of, Alabama
216. Spanish Fort (AL), City of, Alabama
217. Springville (AL), City of, Alabama
218. St. Clair (AL), County of, Alabama
219. Sumiton (AL), City of, Alabama
220. Sumter (AL), County of, Alabama
221. Sweet Water (AL), Town of, Alabama
222. Sylacauga (AL), City of, Alabama
223. Sylacauga Health Care Authority (AL), Alabama

## DRAFT – SUBJECT TO CHANGE FOR QUALITY CONTROL PURPOSES

224. Talladega (AL), City of, Alabama
225. Talladega (AL), County of, Alabama
226. Tallapoosa (AL), County of, Alabama
227. Tarrant (AL), City of, Alabama
228. Thomasville (AL), City of, Alabama
229. Tombigbee Health Care Authority (AL), Alabama
230. Troy (AL), City of, Alabama
231. Trussville (AL), City of, Alabama
232. Tuscaloosa (AL), City of, Alabama
233. Tuscaloosa (AL), County of, Alabama
234. Tuscumbia (AL), City of, Alabama
235. Tuskegee (AL), City of, Alabama
236. Union Springs (AL), City of, Alabama
237. Uniontown (AL), City of, Alabama
238. Vance (AL), Town of, Alabama
239. Vernon (AL), City of, Alabama
240. Vestavia Hills (AL), City of, Alabama
241. Walker (AL), County of, Alabama
242. Washington (AL), County of, Alabama
243. Weaver (AL), City of, Alabama
244. West Blocton (AL), Town of, Alabama
245. Wilcox (AL), County of, Alabama
246. Winfield (AL), City of, Alabama
247. Woodville (AL), Town of, Alabama
248. Yellow Bluff (AL), Town of, Alabama
249. Grande Prairie (AB), City of, Alberta
250. Arizona Counties Insurance Pool (AZ), Arizona
251. Arizona Municipal Risk Retention Pool (AZ), Arizona
252. Arizona School Alliance for Workers' Compensation, Inc. (AZ), Arizona
253. Apache (AZ), County of, Arizona
254. Bullhead City (AZ), City of, Arizona
255. Cochise (AZ), County of, Arizona
256. Coconino (AZ), County of, Arizona
257. Gila (AZ), County of, Arizona
258. Glendale (AZ), City of, Arizona
259. Graham (AZ), County of, Arizona
260. Greenlee (AZ), County of, Arizona
261. Kingman (AZ), City of, Arizona
262. La Paz (AZ), County of, Arizona
263. Maricopa (AZ), County of, Arizona
264. Mohave (AZ), County of, Arizona
265. Navajo (AZ), County of, Arizona
266. Phoenix (AZ), City of, Arizona
267. Pima (AZ), County of, Arizona
268. Pinal (AZ), County of, Arizona
269. Prescott (AZ), City of, Arizona
270. Santa Cruz (AZ), County of, Arizona
271. Surprise (AZ), City of, Arizona
272. Tucson (AZ), City of, Arizona
273. Yavapai (AZ), County of, Arizona
274. Yuma (AZ), County of, Arizona
275. Adona (AR), City of, Arkansas
276. Alexander (AR), City of, Arkansas
277. Alicia (AR), City of, Arkansas
278. Allport (AR), City of, Arkansas
279. Alma (AR), City of, Arkansas
280. Almyra (AR), City of, Arkansas
281. Alpena (AR), City of, Arkansas
282. Altheimer (AR), City of, Arkansas
283. Altus (AR), City of, Arkansas
284. Amagon (AR), City of, Arkansas
285. Amity (AR), City of, Arkansas
286. Anthonyville (AR), City of, Arkansas
287. Antoine (AR), City of, Arkansas
288. Arkadelphia (AR), City of, Arkansas
289. Arkansas (AR), County of, Arkansas
290. Arkansas City (AR), City of, Arkansas
291. Ash Flat (AR), City of, Arkansas
292. Ashdown (AR), City of, Arkansas
293. Ashley (AR), County of, Arkansas
294. Association of Arkansas Counties (AR), Arkansas
295. Association of Arkansas Counties Risk Management Fund (AR), Arkansas
296. Association of Arkansas Counties Workers' Compensation Trust (AR), Arkansas
297. Atkins (AR), City of, Arkansas
298. Aubrey (AR), City of, Arkansas
299. Augusta (AR), City of, Arkansas
300. Austin (AR), City of, Arkansas
301. Avoca (AR), City of, Arkansas
302. Bald Knob (AR), City of, Arkansas
303. Banks (AR), City of, Arkansas
304. Barling (AR), City of, Arkansas
305. Bassett (AR), City of, Arkansas
306. Batesville (AR), City of, Arkansas
307. Bauxite (AR), City of, Arkansas
308. Baxter (AR), County of, Arkansas
309. Bay (AR), City of, Arkansas
310. Bearden (AR), City of, Arkansas

## DRAFT – SUBJECT TO CHANGE FOR QUALITY CONTROL PURPOSES

311. Beaver (AR), City of, Arkansas
312. Beebe (AR), City of, Arkansas
313. Beedeville (AR), City of, Arkansas
314. Bella Vista (AR), City of, Arkansas
315. Bellefonte (AR), City of, Arkansas
316. Belleville (AR), City of, Arkansas
317. Ben Lomond (AR), City of, Arkansas
318. Benton (AR), County of, Arkansas
319. Benton (AR), City of, Arkansas
320. Bentonville (AR), City of, Arkansas
321. Bergman (AR), City of, Arkansas
322. Berryville (AR), City of, Arkansas
323. Bethel Heights (AR), City of, Arkansas
324. Big Flat (AR), City of, Arkansas
325. Bigelow (AR), City of, Arkansas
326. Biggers (AR), City of, Arkansas
327. Birdsong (AR), City of, Arkansas
328. Biscoe (AR), City of, Arkansas
329. Black Oak (AR), City of, Arkansas
330. Black Rock (AR), City of, Arkansas
331. Black Springs (AR), City of, Arkansas
332. Blevins (AR), City of, Arkansas
333. Blue Eye (AR), City of, Arkansas
334. Blue Mountain (AR), City of, Arkansas
335. Bluff City (AR), City of, Arkansas
336. Blytheville (AR), City of, Arkansas
337. Bodcaw (AR), City of, Arkansas
338. Bonanza (AR), City of, Arkansas
339. Bono (AR), City of, Arkansas
340. Boone (AR), County of, Arkansas
341. Booneville (AR), City of, Arkansas
342. Bradford (AR), City of, Arkansas
343. Bradley (AR), County of, Arkansas
344. Bradley (AR), City of, Arkansas
345. Branch (AR), City of, Arkansas
346. Briarcliff (AR), City of, Arkansas
347. Brinkley (AR), City of, Arkansas
348. Brookland (AR), City of, Arkansas
349. Bryant (AR), City of, Arkansas
350. Buckner (AR), City of, Arkansas
351. Bull Shoals (AR), City of, Arkansas
352. Burdette (AR), City of, Arkansas
353. Cabot (AR), City of, Arkansas
354. Caddo Valley (AR), City of, Arkansas
355. Caldwell (AR), City of, Arkansas
356. Cale (AR), City of, Arkansas
357. Calhoun (AR), County of, Arkansas
358. Calico Rock (AR), City of, Arkansas
359. Calion (AR), City of, Arkansas
360. Camden (AR), City of, Arkansas
361. Cammack Village (AR), City of, Arkansas
362. Campbell Station (AR), City of, Arkansas
363. Caraway (AR), City of, Arkansas
364. Carlisle (AR), City of, Arkansas
365. Carroll (AR), County of, Arkansas
366. Carthage (AR), City of, Arkansas
367. Casa (AR), City of, Arkansas
368. Cash (AR), City of, Arkansas
369. Caulksville (AR), City of, Arkansas
370. Cave City (AR), City of, Arkansas
371. Cave Springs (AR), City of, Arkansas
372. Cedarville (AR), City of, Arkansas
373. Centerton (AR), City of, Arkansas
374. Central City (AR), City of, Arkansas
375. Charleston (AR), City of, Arkansas
376. Cherokee Village (AR), City of, Arkansas
377. Cherry Valley (AR), City of, Arkansas
378. Chester (AR), City of, Arkansas
379. Chicot (AR), County of, Arkansas
380. Chidester (AR), City of, Arkansas
381. Clarendon (AR), City of, Arkansas
382. Clark (AR), County of, Arkansas
383. Clarksville (AR), City of, Arkansas
384. Clay (AR), County of, Arkansas
385. Cleburne (AR), County of, Arkansas
386. Cleveland (AR), County of, Arkansas
387. Clinton (AR), City of, Arkansas
388. Coal Hill (AR), City of, Arkansas
389. Colt (AR), City of, Arkansas
390. Columbia (AR), County of, Arkansas
391. Concord (AR), City of, Arkansas
392. Conway (AR), County of, Arkansas
393. Conway (AR), City of, Arkansas
394. Corning (AR), City of, Arkansas
395. Cotter (AR), City of, Arkansas
396. Cotton Plant (AR), City of, Arkansas
397. Cove (AR), City of, Arkansas
398. Coy (AR), City of, Arkansas
399. Craighead (AR), County of, Arkansas
400. Crawford (AR), County of, Arkansas
401. Crawfordsville (AR), City of, Arkansas
402. Crittenden (AR), County of, Arkansas

## DRAFT – SUBJECT TO CHANGE FOR QUALITY CONTROL PURPOSES

- 403. Cross (AR), County of, Arkansas
- 404. Crossett (AR), City of, Arkansas
- 405. Cushman (AR), City of, Arkansas
- 406. Daisy (AR), City of, Arkansas
- 407. Dallas (AR), County of, Arkansas
- 408. Damascus (AR), City of, Arkansas
- 409. Danville (AR), City of, Arkansas
- 410. Dardanelle (AR), City of, Arkansas
- 411. Datto (AR), City of, Arkansas
- 412. De Queen (AR), City of, Arkansas
- 413. Decatur (AR), City of, Arkansas
- 414. Delaplaine (AR), City of, Arkansas
- 415. Delight (AR), City of, Arkansas
- 416. Dell (AR), City of, Arkansas
- 417. Denning (AR), City of, Arkansas
- 418. Dermott (AR), City of, Arkansas
- 419. Des Arc (AR), City of, Arkansas
- 420. Desha (AR), County of, Arkansas
- 421. DeValls Bluff (AR), City of, Arkansas
- 422. Dewitt (AR), City of, Arkansas
- 423. Diamond City (AR), City of, Arkansas
- 424. Diaz (AR), City of, Arkansas
- 425. Dierks (AR), City of, Arkansas
- 426. Donaldson (AR), City of, Arkansas
- 427. Dover (AR), City of, Arkansas
- 428. Drew (AR), County of, Arkansas
- 429. Dumas (AR), City of, Arkansas
- 430. Dyer (AR), City of, Arkansas
- 431. Dyess (AR), City of, Arkansas
- 432. Earle (AR), City of, Arkansas
- 433. East Camden (AR), City of, Arkansas
- 434. Edmondson (AR), City of, Arkansas
- 435. Egypt (AR), City of, Arkansas
- 436. El Dorado (AR), City of, Arkansas
- 437. Elaine (AR), City of, Arkansas
- 438. Elkins (AR), City of, Arkansas
- 439. Elm Springs (AR), City of, Arkansas
- 440. Emerson (AR), City of, Arkansas
- 441. Emmet (AR), City of, Arkansas
- 442. England (AR), City of, Arkansas
- 443. Enola (AR), City of, Arkansas
- 444. Etowah (AR), City of, Arkansas
- 445. Eudora (AR), City of, Arkansas
- 446. Eureka Springs (AR), City of, Arkansas
- 447. Evening Shade (AR), City of, Arkansas
- 448. Everton (AR), City of, Arkansas
- 449. Fairfield Bay (AR), City of, Arkansas
- 450. Fargo (AR), City of, Arkansas
- 451. Farmington (AR), City of, Arkansas
- 452. Faulkner (AR), County of, Arkansas
- 453. Felsenthal (AR), City of, Arkansas
- 454. Fifty-Six (AR), City of, Arkansas
- 455. Fisher (AR), City of, Arkansas
- 456. Flippin (AR), City of, Arkansas
- 457. Fordyce (AR), City of, Arkansas
- 458. Foreman (AR), City of, Arkansas
- 459. Forrest City (AR), City of, Arkansas
- 460. Fort Smith (AR), City of, Arkansas
- 461. Fouke (AR), City of, Arkansas
- 462. Fountain Hill (AR), City of, Arkansas
- 463. Fountain Lake (AR), City of, Arkansas
- 464. Fourche (AR), City of, Arkansas
- 465. Franklin (AR), County of, Arkansas
- 466. Franklin (AR), City of, Arkansas
- 467. Friendship (AR), City of, Arkansas
- 468. Fulton (AR), County of, Arkansas
- 469. Fulton (AR), City of, Arkansas
- 470. Garfield (AR), City of, Arkansas
- 471. Garland (AR), County of, Arkansas
- 472. Garland (AR), City of, Arkansas
- 473. Garner (AR), City of, Arkansas
- 474. Gassville (AR), City of, Arkansas
- 475. Gateway (AR), City of, Arkansas
- 476. Gentry (AR), City of, Arkansas
- 477. Georgetown (AR), City of, Arkansas
- 478. Gilbert (AR), City of, Arkansas
- 479. Gillett (AR), City of, Arkansas
- 480. Gillham (AR), City of, Arkansas
- 481. Gilmore (AR), City of, Arkansas
- 482. Glenwood (AR), City of, Arkansas
- 483. Goshen (AR), City of, Arkansas
- 484. Gosnell (AR), City of, Arkansas
- 485. Gould (AR), City of, Arkansas
- 486. Grady (AR), City of, Arkansas
- 487. Grannis (AR), City of, Arkansas
- 488. Grant (AR), County of, Arkansas
- 489. Gravette (AR), City of, Arkansas
- 490. Green Forest (AR), City of, Arkansas
- 491. Greenbrier (AR), City of, Arkansas
- 492. Greene (AR), County of, Arkansas
- 493. Greenland (AR), City of, Arkansas
- 494. Greenway (AR), City of, Arkansas

## DRAFT – SUBJECT TO CHANGE FOR QUALITY CONTROL PURPOSES

495. Greenwood (AR), City of, Arkansas
496. Greers Ferry (AR), City of, Arkansas
497. Griffithville (AR), City of, Arkansas
498. Grubbs (AR), City of, Arkansas
499. Guion (AR), City of, Arkansas
500. Gum Springs (AR), City of, Arkansas
501. Gurdon (AR), City of, Arkansas
502. Guy (AR), City of, Arkansas
503. Hackett (AR), City of, Arkansas
504. Hamburg (AR), City of, Arkansas
505. Hampton (AR), City of, Arkansas
506. Hardy (AR), City of, Arkansas
507. Harrell (AR), City of, Arkansas
508. Harrisburg (AR), City of, Arkansas
509. Harrison (AR), City of, Arkansas
510. Hartford (AR), City of, Arkansas
511. Hartman (AR), City of, Arkansas
512. Haskell (AR), City of, Arkansas
513. Hatfield (AR), City of, Arkansas
514. Havana (AR), City of, Arkansas
515. Haynes (AR), City of, Arkansas
516. Hazen (AR), City of, Arkansas
517. Heber Springs (AR), City of, Arkansas
518. Hector (AR), City of, Arkansas
519. Helena - West Helena (AR), City of, Arkansas
520. Hempstead (AR), County of, Arkansas
521. Hermitage (AR), City of, Arkansas
522. Hickory Ridge (AR), City of, Arkansas
523. Higden (AR), City of, Arkansas
524. Higginson (AR), City of, Arkansas
525. Highfill (AR), City of, Arkansas
526. Highland (AR), City of, Arkansas
527. Hindsville (AR), City of, Arkansas
528. Holland (AR), City of, Arkansas
529. Holly Grove (AR), City of, Arkansas
530. Hope (AR), City of, Arkansas
531. Horatio (AR), City of, Arkansas
532. Horseshoe Bend (AR), City of, Arkansas
533. Horseshoe Lake (AR), City of, Arkansas
534. Hot Spring (AR), County of, Arkansas
535. Hot Springs (AR), City of, Arkansas
536. Houston (AR), City of, Arkansas
537. Howard (AR), County of, Arkansas
538. Hoxie (AR), City of, Arkansas
539. Hughes (AR), City of, Arkansas
540. Humnoke (AR), City of, Arkansas
541. Humphrey (AR), City of, Arkansas
542. Hunter (AR), City of, Arkansas
543. Huntington (AR), City of, Arkansas
544. Huntsville (AR), City of, Arkansas
545. Huttig (AR), City of, Arkansas
546. Imboden (AR), City of, Arkansas
547. Independence (AR), County of, Arkansas
548. Izard (AR), County of, Arkansas
549. Jackson (AR), County of, Arkansas
550. Jacksonport (AR), City of, Arkansas
551. Jacksonville (AR), City of, Arkansas
552. Jasper (AR), City of, Arkansas
553. Jefferson (AR), County of, Arkansas
554. Jennette (AR), City of, Arkansas
555. Jericho (AR), City of, Arkansas
556. Jerome (AR), City of, Arkansas
557. Johnson (AR), County of, Arkansas
558. Johnson (AR), City of, Arkansas
559. Joiner (AR), City of, Arkansas
560. Jonesboro (AR), City of, Arkansas
561. Judsonia (AR), City of, Arkansas
562. Junction City (AR), City of, Arkansas
563. Keiser (AR), City of, Arkansas
564. Kensett (AR), City of, Arkansas
565. Keo (AR), City of, Arkansas
566. Kibler (AR), City of, Arkansas
567. Kingsland (AR), City of, Arkansas
568. Knobel (AR), City of, Arkansas
569. Knoxville (AR), City of, Arkansas
570. La Grange (AR), City of, Arkansas
571. Lafayette (AR), County of, Arkansas
572. Lafe (AR), City of, Arkansas
573. Lake City (AR), City of, Arkansas
574. Lake View (AR), City of, Arkansas
575. Lake Village (AR), City of, Arkansas
576. Lakeview (AR), City of, Arkansas
577. Lamar (AR), City of, Arkansas
578. Lavaca (AR), City of, Arkansas
579. Lawrence (AR), County of, Arkansas
580. Leachville (AR), City of, Arkansas
581. Lead Hill (AR), City of, Arkansas
582. Lee (AR), County of, Arkansas
583. Leola (AR), City of, Arkansas
584. Lepanto (AR), City of, Arkansas
585. Leslie (AR), City of, Arkansas
586. Letona (AR), City of, Arkansas

## DRAFT – SUBJECT TO CHANGE FOR QUALITY CONTROL PURPOSES

587. Lewisville (AR), City of, Arkansas
588. Lexa (AR), City of, Arkansas
589. Lincoln (AR), County of, Arkansas
590. Lincoln (AR), City of, Arkansas
591. Little Flock (AR), City of, Arkansas
592. Little River (AR), County of, Arkansas
593. Little Rock (AR), City of, Arkansas
594. Lockesburg (AR), City of, Arkansas
595. Logan (AR), County of, Arkansas
596. London (AR), City of, Arkansas
597. Lonoke (AR), County of, Arkansas
598. Lonoke (AR), City of, Arkansas
599. Lonsdale (AR), City of, Arkansas
600. Louann (AR), City of, Arkansas
601. Lowell (AR), City of, Arkansas
602. Luxora (AR), City of, Arkansas
603. Lynn (AR), City of, Arkansas
604. Madison (AR), County of, Arkansas
605. Madison (AR), City of, Arkansas
606. Magazine (AR), City of, Arkansas
607. Magness (AR), City of, Arkansas
608. Magnolia (AR), City of, Arkansas
609. Malvern (AR), City of, Arkansas
610. Mammoth Spring (AR), City of, Arkansas
611. Manila (AR), City of, Arkansas
612. Mansfield (AR), City of, Arkansas
613. Marianna (AR), City of, Arkansas
614. Marie (AR), City of, Arkansas
615. Marion (AR), County of, Arkansas
616. Marion (AR), City of, Arkansas
617. Marked Tree (AR), City of, Arkansas
618. Marmaduke (AR), City of, Arkansas
619. Marshall (AR), City of, Arkansas
620. Marvell (AR), City of, Arkansas
621. Maumelle (AR), City of, Arkansas
622. Mayflower (AR), City of, Arkansas
623. Maynard (AR), City of, Arkansas
624. McCaskill (AR), City of, Arkansas
625. McCrory (AR), City of, Arkansas
626. McDougal (AR), City of, Arkansas
627. McGehee (AR), City of, Arkansas
628. McNab (AR), City of, Arkansas
629. McNeil (AR), City of, Arkansas
630. McRae (AR), City of, Arkansas
631. Melbourne (AR), City of, Arkansas
632. Mena (AR), City of, Arkansas
633. Menifee (AR), City of, Arkansas
634. Midland (AR), City of, Arkansas
635. Miller (AR), County of, Arkansas
636. Mineral Springs (AR), City of, Arkansas
637. Minturn (AR), City of, Arkansas
638. Mississippi (AR), County of, Arkansas
639. Mitchellville (AR), City of, Arkansas
640. Monette (AR), City of, Arkansas
641. Monroe (AR), County of, Arkansas
642. Montgomery (AR), County of, Arkansas
643. Monticello (AR), City of, Arkansas
644. Montrose (AR), City of, Arkansas
645. Moorefield (AR), City of, Arkansas
646. Moro (AR), City of, Arkansas
647. Morrilton (AR), City of, Arkansas
648. Morrison Bluff (AR), City of, Arkansas
649. Mount Ida (AR), City of, Arkansas
650. Mount Pleasant (AR), City of, Arkansas
651. Mount Vernon (AR), City of, Arkansas
652. Mountain Home (AR), City of, Arkansas
653. Mountain Pine (AR), City of, Arkansas
654. Mountain View (AR), City of, Arkansas
655. Mountainburg (AR), City of, Arkansas
656. Mulberry (AR), City of, Arkansas
657. Murfreesboro (AR), City of, Arkansas
658. Nashville (AR), City of, Arkansas
659. Nevada (AR), County of, Arkansas
660. Newark (AR), City of, Arkansas
661. Newport (AR), City of, Arkansas
662. Newton (AR), County of, Arkansas
663. Nimmons (AR), City of, Arkansas
664. Norfolk (AR), City of, Arkansas
665. Norman (AR), City of, Arkansas
666. Norphlet (AR), City of, Arkansas
667. North Little Rock (AR), City of, Arkansas
668. Oak Grove (AR), City of, Arkansas
669. Oak Grove Heights (AR), City of, Arkansas
670. Oakhaven (AR), City of, Arkansas
671. Oden (AR), City of, Arkansas
672. Ogden (AR), City of, Arkansas
673. Oil Trough (AR), City of, Arkansas
674. O'Kean (AR), City of, Arkansas
675. Okolona (AR), City of, Arkansas
676. Ola (AR), City of, Arkansas
677. Omaha (AR), City of, Arkansas
678. Oppelo (AR), City of, Arkansas

DRAFT – SUBJECT TO CHANGE FOR QUALITY CONTROL PURPOSES

- 679. Osceola (AR), City of, Arkansas
- 680. Ouachita (AR), County of, Arkansas
- 681. Oxford (AR), City of, Arkansas
- 682. Ozan (AR), City of, Arkansas
- 683. Ozark (AR), City of, Arkansas
- 684. Palestine (AR), City of, Arkansas
- 685. Pangburn (AR), City of, Arkansas
- 686. Paragould (AR), City of, Arkansas
- 687. Paris (AR), City of, Arkansas
- 688. Parkdale (AR), City of, Arkansas
- 689. Parkin (AR), City of, Arkansas
- 690. Patmos (AR), City of, Arkansas
- 691. Patterson (AR), City of, Arkansas
- 692. Pea Ridge (AR), City of, Arkansas
- 693. Peach Orchard (AR), City of, Arkansas
- 694. Perla (AR), City of, Arkansas
- 695. Perry (AR), County of, Arkansas
- 696. Perry (AR), City of, Arkansas
- 697. Perrytown (AR), City of, Arkansas
- 698. Perryville (AR), City of, Arkansas
- 699. Phillips (AR), County of, Arkansas
- 700. Piggott (AR), City of, Arkansas
- 701. Pike (AR), County of, Arkansas
- 702. Pindall (AR), City of, Arkansas
- 703. Pine Bluff (AR), City of, Arkansas
- 704. Pineville (AR), City of, Arkansas
- 705. Plainview (AR), City of, Arkansas
- 706. Pleasant Plains (AR), City of, Arkansas
- 707. Plumerville (AR), City of, Arkansas
- 708. Pocahontas (AR), City of, Arkansas
- 709. Poinsett (AR), County of, Arkansas
- 710. Polk (AR), County of, Arkansas
- 711. Pollard (AR), City of, Arkansas
- 712. Pope (AR), County of, Arkansas
- 713. Portia (AR), City of, Arkansas
- 714. Portland (AR), City of, Arkansas
- 715. Pottsville (AR), City of, Arkansas
- 716. Powhatan (AR), City of, Arkansas
- 717. Poyen (AR), City of, Arkansas
- 718. Prairie (AR), County of, Arkansas
- 719. Prairie Grove (AR), City of, Arkansas
- 720. Prattsville (AR), City of, Arkansas
- 721. Prescott (AR), City of, Arkansas
- 722. Pulaski (AR), County of, Arkansas
- 723. Pyatt (AR), City of, Arkansas
- 724. Quitman (AR), City of, Arkansas
- 725. Randolph (AR), County of, Arkansas
- 726. Ratcliff (AR), City of, Arkansas
- 727. Ravenden (AR), City of, Arkansas
- 728. Ravenden Springs (AR), City of, Arkansas
- 729. Rector (AR), City of, Arkansas
- 730. Redfield (AR), City of, Arkansas
- 731. Reed (AR), City of, Arkansas
- 732. Reyno (AR), City of, Arkansas
- 733. Rison (AR), City of, Arkansas
- 734. Rockport (AR), City of, Arkansas
- 735. Roe (AR), City of, Arkansas
- 736. Rogers (AR), City of, Arkansas
- 737. Rondo (AR), City of, Arkansas
- 738. Rose Bud (AR), City of, Arkansas
- 739. Rosston (AR), City of, Arkansas
- 740. Rudy (AR), City of, Arkansas
- 741. Russell (AR), City of, Arkansas
- 742. Russellville (AR), City of, Arkansas
- 743. Salem (AR), City of, Arkansas
- 744. Salesville (AR), City of, Arkansas
- 745. Saline (AR), County of, Arkansas
- 746. Scott (AR), County of, Arkansas
- 747. Scranton (AR), City of, Arkansas
- 748. Searcy (AR), County of, Arkansas
- 749. Searcy (AR), City of, Arkansas
- 750. Sebastian (AR), County of, Arkansas
- 751. Sedgwick (AR), City of, Arkansas
- 752. Sevier (AR), County of, Arkansas
- 753. Shannon Hills (AR), City of, Arkansas
- 754. Sharp (AR), County of, Arkansas
- 755. Sheridan (AR), City of, Arkansas
- 756. Sherrill (AR), City of, Arkansas
- 757. Sherwood (AR), City of, Arkansas
- 758. Shirley (AR), City of, Arkansas
- 759. Sidney (AR), City of, Arkansas
- 760. Siloam Springs (AR), City of, Arkansas
- 761. Smackover (AR), City of, Arkansas
- 762. Smithville (AR), City of, Arkansas
- 763. South Lead Hill (AR), City of, Arkansas
- 764. Sparkman (AR), City of, Arkansas
- 765. Springdale (AR), City of, Arkansas
- 766. Springtown (AR), City of, Arkansas
- 767. St. Charles (AR), City of, Arkansas
- 768. St. Francis (AR), County of, Arkansas
- 769. St. Francis (AR), City of, Arkansas
- 770. St. Joe (AR), City of, Arkansas

## DRAFT – SUBJECT TO CHANGE FOR QUALITY CONTROL PURPOSES

771. St. Paul (AR), City of, Arkansas
772. Stamps (AR), City of, Arkansas
773. Star City (AR), City of, Arkansas
774. Stephens (AR), City of, Arkansas
775. Stone (AR), County of, Arkansas
776. Strawberry (AR), City of, Arkansas
777. Strong (AR), City of, Arkansas
778. Stuttgart (AR), City of, Arkansas
779. Subiaco (AR), City of, Arkansas
780. Success (AR), City of, Arkansas
781. Sulphur Rock (AR), City of, Arkansas
782. Sulphur Springs (AR), City of, Arkansas
783. Summit (AR), City of, Arkansas
784. Sunset (AR), City of, Arkansas
785. Swifton (AR), City of, Arkansas
786. Taylor (AR), City of, Arkansas
787. Texarkana (AR), City of, Arkansas
788. Thornton (AR), City of, Arkansas
789. Tillar (AR), City of, Arkansas
790. Tinsman (AR), City of, Arkansas
791. Tollette (AR), City of, Arkansas
792. Tontitown (AR), City of, Arkansas
793. Traskwood (AR), City of, Arkansas
794. Trumann (AR), City of, Arkansas
795. Tuckerman (AR), City of, Arkansas
796. Tull (AR), City of, Arkansas
797. Tupelo (AR), City of, Arkansas
798. Turrell (AR), City of, Arkansas
799. Twin Groves (AR), City of, Arkansas
800. Tyronza (AR), City of, Arkansas
801. Ulm (AR), City of, Arkansas
802. Union (AR), County of, Arkansas
803. Valley Springs (AR), City of, Arkansas
804. Van Buren (AR), County of, Arkansas
805. Van Buren (AR), City of, Arkansas
806. Vandervoort (AR), City of, Arkansas
807. Victoria (AR), City of, Arkansas
808. Vilonia (AR), City of, Arkansas
809. Viola (AR), City of, Arkansas
810. Wabbaseka (AR), City of, Arkansas
811. Waldenburg (AR), City of, Arkansas
812. Waldo (AR), City of, Arkansas
813. Waldron (AR), City of, Arkansas
814. Walnut Ridge (AR), City of, Arkansas
815. Ward (AR), City of, Arkansas
816. Warren (AR), City of, Arkansas
817. Washington (AR), County of, Arkansas
818. Washington (AR), City of, Arkansas
819. Watson (AR), City of, Arkansas
820. Weiner (AR), City of, Arkansas
821. Weldon (AR), City of, Arkansas
822. West Fork (AR), City of, Arkansas
823. West Memphis (AR), City of, Arkansas
824. West Point (AR), City of, Arkansas
825. Western Grove (AR), City of, Arkansas
826. Wheatley (AR), City of, Arkansas
827. Whelen Springs (AR), City of, Arkansas
828. White (AR), County of, Arkansas
829. White Hall (AR), City of, Arkansas
830. Wickes (AR), City of, Arkansas
831. Widener (AR), City of, Arkansas
832. Wiederkehr Village (AR), City of, Arkansas
833. Williford (AR), City of, Arkansas
834. Willisville (AR), City of, Arkansas
835. Wilmar (AR), City of, Arkansas
836. Wilmot (AR), City of, Arkansas
837. Wilson (AR), City of, Arkansas
838. Wilton (AR), City of, Arkansas
839. Winchester (AR), City of, Arkansas
840. Winslow (AR), City of, Arkansas
841. Winthrop (AR), City of, Arkansas
842. Woodruff (AR), County of, Arkansas
843. Wooster (AR), City of, Arkansas
844. Wrightsville (AR), City of, Arkansas
845. Wynne (AR), City of, Arkansas
846. Yell (AR), County of, Arkansas
847. Yellville (AR), City of, Arkansas
848. Zinc (AR), City of, Arkansas
849. Alameda (CA), County of, California
850. Amador (CA), County of, California
851. Anaheim (CA), City of, California
852. Butte (CA), County of, California
853. Calaveras (CA), County of, California
854. Central California Alliance for Health (CA), California
855. Chico (CA), City of, California
856. Chula Vista (CA), City of, California
857. Clearlake (CA), City of, California
858. Commission On Medical Care d/b/a Partnership HealthPlan of California (CA), California
859. Contra Costa (CA), County of, California



## DRAFT – SUBJECT TO CHANGE FOR QUALITY CONTROL PURPOSES

860. Costa Mesa (CA), City of, California
861. Del Norte (CA), County of, California
862. Downey Unified School District (CA), California
863. Dublin. (CA), City of, California
864. El Dorado (CA), County of, California
865. El Monte (CA), City of, California
866. Elk Grove Unified School District (CA), California
867. Encinitas (CA), City of, California
868. Eureka (CA), City of, California
869. Fresno (CA), County of, California
870. Fullerton (CA), City of, California
871. Glenn (CA), County of, California
872. Health Plan of San Joaquin (CA), California
873. Humboldt (CA), County of, California
874. Huntington Beach (CA), City of, California
875. Imperial (CA), County of, California
876. Inland Empire Health Plan (CA), California
877. Inyo (CA), County of, California
878. Irvine (CA), City of, California
879. Kern (CA), County of, California
880. Kern High School District (CA), California
881. La Habra (CA), City of, California
882. La Mesa (CA), City of, California
883. Laguna Beach (CA), City of, California
884. Lakeport (CA), City of, California
885. Lassen (CA), County of, California
886. Local Initiative Health Authority For Los Angeles County (CA), California
887. Los Angeles (CA), City of, California
888. Los Angeles (CA), County of, California
889. Madera (CA), County of, California
890. Marin (CA), County of, California
891. Mariposa (CA), County of, California
892. Mendocino (CA), County of, California
893. Merced (CA), County of, California
894. Modoc (CA), County of, California
895. Mono (CA), County of, California
896. Monterey (CA), County of, California
897. Montezuma Fire Protection District (CA), California
898. Murrieta (CA), City of, California
899. Napa (CA), County of, California
900. Nevada (CA), County of, California
901. Oakland (CA), City of, California
902. Orange (CA), County of, California
903. Oxnard (CA), City of, California
904. Placentia (CA), City of, California
905. Placer (CA), County of, California
906. Plumas (CA), County of, California
907. Riverside (CA), County of, California
908. Sacramento (CA), City of, California
909. Sacramento (CA), County of, California
910. San Benito (CA), County of, California
911. San Bernardino (CA), County of, California
912. San Clemente (CA), City of, California
913. San Diego (CA), City of, California
914. San Diego (CA), County of, California
915. San Francisco (CA), County of, California
916. San Joaquin (CA), County of, California
917. San Jose (CA), City of, California
918. San Luis Obispo (CA), County of, California
919. San Mateo (CA), County of, California
920. Santa Ana (CA), City of, California
921. Santa Barbara (CA), County of, California
922. Santa Barbara San Luis Obispo Regional Health Authority (CA), California
923. Santa Clara (CA), County of, California
924. Santa Cruz (CA), County of, California
925. Shasta (CA), County of, California
926. Siskiyou (CA), County of, California
927. Sonoma (CA), County of, California
928. Stockton (CA), City of, California
929. Sutter (CA), County of, California
930. Tehama (CA), County of, California
931. Trinity (CA), County of, California
932. Tulare (CA), County of, California
933. Tuolumne (CA), County of, California
934. Ventura (CA), County of, California
935. Ventura County Medi-Cal Managed Care Commission d/b/a Gold Coast Health Plan (CA), California
936. Westminster (CA), City of, California
937. Yolo (CA), County of, California
938. Yuba (CA), County of, California
939. Adams (CO), County of, Colorado
940. Alamosa (CO), City of, Colorado

## DRAFT – SUBJECT TO CHANGE FOR QUALITY CONTROL PURPOSES

941. Alamosa (CO), County of, Colorado
942. Arapahoe (CO), County of, Colorado
943. Aurora (CO), City of, Colorado
944. Black Hawk (CO), City of, Colorado
945. Boulder (CO), County of, Colorado
946. Brighton (CO), City of, Colorado
947. Broomfield (CO), County of, Colorado
948. Chaffee (CO), County of, Colorado
949. Commerce City (CO), City of, Colorado
950. Conejos (CO), County of, Colorado
951. Crowley (CO), County of, Colorado
952. Denver (CO), County of, Colorado
953. Federal Heights (CO), City of, Colorado
954. Fremont (CO), County of, Colorado
955. Greeley (CO), City of, Colorado
956. Hudson (CO), Town of, Colorado
957. Huerfano (CO), County of, Colorado
958. Jefferson (CO), County of, Colorado
959. Lakewood (CO), City of, Colorado
960. Larimer (CO), County of, Colorado
961. Las Animas (CO), County of, Colorado
962. Mesa (CO), County of, Colorado
963. Mesa County Valley School District 51 (CO), Colorado
964. Northglenn (CO), City of, Colorado
965. Otero (CO), County of, Colorado
966. Pueblo (CO), County of, Colorado
967. Sheridan (CO), City of, Colorado
968. Teller (CO), County of, Colorado
969. Thornton (CO), City of, Colorado
970. Tri-County Health Department (CO), Colorado
971. Westminster (CO), City of, Colorado
972. Wheat Ridge (CO), City of, Colorado
973. Ansonia (CT), City of, Connecticut
974. Beacon Falls (CT), Town of, Connecticut
975. Berlin (CT), Town of, Connecticut
976. Bethlehem (CT), Town of, Connecticut
977. Bridgeport (CT), City of, Connecticut
978. Bristol (CT), City of, Connecticut
979. Coventry (CT), Town of, Connecticut
980. Danbury (CT), City of, Connecticut
981. Derby (CT), City of, Connecticut
982. East Hartford (CT), Town of, Connecticut
983. Enfield (CT), Town of, Connecticut
984. Fairfield (CT), Town of, Connecticut
985. Middlebury (CT), Town of, Connecticut
986. Middletown (CT), City of, Connecticut
987. Milford (CT), City of, Connecticut
988. Monroe (CT), Town of, Connecticut
989. Naugatuck (CT), Borough of, Connecticut
990. New Britain (CT), City of, Connecticut
991. New Haven (CT), City of, Connecticut
992. New London (CT), City of, Connecticut
993. New Milford (CT), Town of, Connecticut
994. Newtown (CT), Town of, Connecticut
995. North Haven (CT), Town of, Connecticut
996. Norwalk (CT), City of, Connecticut
997. Norwich (CT), City of, Connecticut
998. Oxford (CT), Town of, Connecticut
999. Prospect (CT), Town of, Connecticut
1000. Roxbury (CT), Town of, Connecticut
1001. Seymour (CT), Town of, Connecticut
1002. Shelton (CT), City of, Connecticut
1003. Southbury (CT), Town of, Connecticut
1004. Southington (CT), Town of, Connecticut
1005. Stratford (CT), Town of, Connecticut
1006. Thomaston (CT), Town of, Connecticut
1007. Tolland (CT), Town of, Connecticut
1008. Torrington (CT), City of, Connecticut
1009. Wallingford (CT), Town of, Connecticut
1010. Waterbury (CT), City of, Connecticut
1011. West Haven (CT), City of, Connecticut
1012. Wethersfield (CT), Town of, Connecticut
1013. Windham (CT), Town of, Connecticut
1014. Wolcott (CT), Town of, Connecticut
1015. Woodbury (CT), Town of, Connecticut
1016. Dover (DE), City of, Delaware
1017. Kent (DE), County of, Delaware
1018. Seaford (DE), City of, Delaware
1019. Sussex (DE), County of, Delaware
1020. Alachua (FL), County of, Florida
1021. Apopka (FL), City of, Florida
1022. Bay (FL), County of, Florida
1023. Bradenton (FL), City of, Florida
1024. Bradford (FL), County of, Florida
1025. Brevard (FL), County of, Florida
1026. Broward (FL), County of, Florida
1027. Calhoun (FL), County of, Florida
1028. Clay (FL), County of, Florida
1029. Clearwater (FL), City of, Florida
1030. Coconut Creek (FL), City of, Florida
1031. Coral Gables (FL), City of, Florida

DRAFT – SUBJECT TO CHANGE FOR QUALITY CONTROL PURPOSES

- 1032. Coral Springs (FL), City of, Florida
- 1033. Daytona Beach (FL), City of, Florida
- 1034. Daytona Beach Shores (FL), City of, Florida
- 1035. Deerfield Beach (FL), City of, Florida
- 1036. Delray Beach (FL), City of, Florida
- 1037. Deltona (FL), City of, Florida
- 1038. Dixie (FL), County of, Florida
- 1039. Eatonville (FL), Town of, Florida
- 1040. Escambia (FL), County of, Florida
- 1041. Florida City (FL), City of, Florida
- 1042. Fort Lauderdale (FL), City of, Florida
- 1043. Fort Pierce (FL), City of, Florida
- 1044. Gilchrist (FL), County of, Florida
- 1045. Gulf (FL), County of, Florida
- 1046. Halifax Hospital Medical Center (FL), Florida
- 1047. Hallandale Beach (FL), City of, Florida
- 1048. Hamilton (FL), County of, Florida
- 1049. Hernando (FL), County of, Florida
- 1050. Hillsborough (FL), County of, Florida
- 1051. Holmes (FL), County of, Florida
- 1052. Homestead (FL), City of, Florida
- 1053. Jackson (FL), County of, Florida
- 1054. Jacksonville (FL), City of, Florida
- 1055. Lake (FL), County of, Florida
- 1056. Lauderhill (FL), City of, Florida
- 1057. Lee (FL), County of, Florida
- 1058. Lee Memorial Health System d/b/a Lee Health (FL), Florida
- 1059. Leon (FL), County of, Florida
- 1060. Levy (FL), County of, Florida
- 1061. Lynn Haven (FL), City of, Florida
- 1062. Manatee (FL), County of, Florida
- 1063. Marion (FL), County of, Florida
- 1064. Miami (FL), City of, Florida
- 1065. Miami Gardens (FL), City of, Florida
- 1066. Miami-Dade (FL), County of, Florida
- 1067. Miami-Dade County School Board (FL), Florida
- 1068. Miramar (FL), City of, Florida
- 1069. Monroe (FL), County of, Florida
- 1070. New Port Richey (FL), City of, Florida
- 1071. Niceville (FL), City of, Florida
- 1072. North Broward Hospital District (FL), Florida
- 1073. North Miami (FL), City of, Florida
- 1074. Ocala (FL), City of, Florida
- 1075. Ocoee (FL), City of, Florida
- 1076. Okaloosa (FL), County of, Florida
- 1077. Orange (FL), County of, Florida
- 1078. Orlando (FL), City of, Florida
- 1079. Ormond Beach (FL), City of, Florida
- 1080. Osceola (FL), County of, Florida
- 1081. Oviedo (FL), City of, Florida
- 1082. Palatka (FL), City of, Florida
- 1083. Palm Bay (FL), City of, Florida
- 1084. Palm Beach (FL), County of, Florida
- 1085. Palmetto (FL), City of, Florida
- 1086. Panama City (FL), City of, Florida
- 1087. Pasco (FL), County of, Florida
- 1088. Pembroke Pines (FL), City of, Florida
- 1089. Pensacola (FL), City of, Florida
- 1090. Pinellas (FL), County of, Florida
- 1091. Pinellas Park (FL), City of, Florida
- 1092. Polk (FL), County of, Florida
- 1093. Pompano Beach (FL), City of, Florida
- 1094. Port St. Lucie (FL), City of, Florida
- 1095. Putnam (FL), County of, Florida
- 1096. Sanford (FL), City of, Florida
- 1097. Santa Rosa (FL), County of, Florida
- 1098. Sarasota (FL), City of, Florida
- 1099. Sarasota (FL), County of, Florida
- 1100. Sarasota County Public Hospital District (FL), Florida
- 1101. Seminole (FL), County of, Florida
- 1102. South Florida Behavioral Health Network (FL), Florida
- 1103. St. Augustine (FL), City of, Florida
- 1104. St. Johns (FL), County of, Florida
- 1105. St. Lucie (FL), County of, Florida
- 1106. St. Petersburg (FL), City of, Florida
- 1107. Stuart (FL), City of, Florida
- 1108. Suwannee (FL), County of, Florida
- 1109. Sweetwater (FL), City of, Florida
- 1110. Tallahassee (FL), City of, Florida
- 1111. Tampa (FL), City of, Florida
- 1112. Taylor (FL), County of, Florida
- 1113. Union (FL), County of, Florida
- 1114. Volusia (FL), County of, Florida
- 1115. Walton (FL), County of, Florida
- 1116. Washington (FL), County of, Florida
- 1117. West Volusia Hospital Authority (FL), Florida

## DRAFT – SUBJECT TO CHANGE FOR QUALITY CONTROL PURPOSES

- 1118. Adel (GA), City of, Georgia
- 1119. Albany (GA), City of, Georgia
- 1120. Alma (GA), City of, Georgia
- 1121. Appling (GA), County of (Sheriff), Georgia
- 1122. Appling (GA), County of, Georgia
- 1123. Arlington (GA), City of, Georgia
- 1124. Athens-Clarke (GA), County of, Georgia
- 1125. Atkinson (GA), County of, Georgia
- 1126. Atlanta (GA), City of, Georgia
- 1127. Augusta (GA), City of, Georgia
- 1128. Bacon (GA), County of, Georgia
- 1129. Bacon County Hospital Foundation (GA), Georgia
- 1130. Bainbridge (GA), City of, Georgia
- 1131. Baldwin (GA), County of (Sheriff), Georgia
- 1132. Banks (GA), County of, Georgia
- 1133. Bartow (GA), County of, Georgia
- 1134. Ben Hill (GA), County of, Georgia
- 1135. Berrien (GA), County of, Georgia
- 1136. Bibb (GA), County of (Sheriff), Georgia
- 1137. Bibb County School District (GA), Georgia
- 1138. Blackshear (GA), City of, Georgia
- 1139. Blakely (GA), City of, Georgia
- 1140. Brantley (GA), County of, Georgia
- 1141. Brooks (GA), County of, Georgia
- 1142. Brunswick (GA), City of, Georgia
- 1143. Bulloch (GA), County of, Georgia
- 1144. Burke (GA), County of, Georgia
- 1145. Butts (GA), County of, Georgia
- 1146. Camden (GA), County of, Georgia
- 1147. Candler (GA), County of, Georgia
- 1148. Candler County Hospital Authority (GA), Georgia
- 1149. Carroll (GA), County of, Georgia
- 1150. Cartersville (GA), City of, Georgia
- 1151. Catoosa (GA), County of, Georgia
- 1152. Charlton (GA), County of, Georgia
- 1153. Chatham (GA), County of, Georgia
- 1154. Chatham County Hospital Authority (GA), Georgia
- 1155. Chattooga (GA), County of, Georgia
- 1156. Cherokee (GA), County of, Georgia
- 1157. Clay (GA), County of, Georgia
- 1158. Clayton (GA), County of, Georgia
- 1159. Clinch (GA), County of, Georgia
- 1160. Clinch County Hospital Authority (GA), Georgia
- 1161. Cobb (GA), County of, Georgia
- 1162. Coffee (GA), County of (Sheriff), Georgia
- 1163. Columbia (GA), County of, Georgia
- 1164. Columbus (GA), City of, Georgia
- 1165. Cook (GA), County of, Georgia
- 1166. Crawford (GA), County of (Sheriff), Georgia
- 1167. Crisp (GA), County of (Sheriff), Georgia
- 1168. Crisp (GA), County of, Georgia
- 1169. Dade (GA), County of, Georgia
- 1170. Damascus (GA), City of, Georgia
- 1171. Dawson (GA), City of, Georgia
- 1172. Dawson (GA), County of, Georgia
- 1173. Decatur (GA), County of, Georgia
- 1174. DeKalb (GA), County of, Georgia
- 1175. Demorest (GA), City of, Georgia
- 1176. Dodge County Hospital Authority (GA), Georgia
- 1177. Dooly (GA), County of, Georgia
- 1178. Doraville (GA), City of, Georgia
- 1179. Dougherty (GA), County of, Georgia
- 1180. Douglas (GA), County of, Georgia
- 1181. Dunwoody (GA), City of, Georgia
- 1182. Early (GA), County of, Georgia
- 1183. Echols (GA), County of, Georgia
- 1184. Effingham (GA), County of, Georgia
- 1185. Elbert (GA), County of, Georgia
- 1186. Emanuel (GA), County of, Georgia
- 1187. Evans (GA), County of, Georgia
- 1188. Evans Memorial Hospital, Inc. (GA), Georgia
- 1189. Fannin (GA), County of, Georgia
- 1190. Fayette (GA), County of, Georgia
- 1191. Fitzgerald (GA), City of, Georgia
- 1192. Floyd (GA), County of, Georgia
- 1193. Forsyth (GA), County of, Georgia
- 1194. Fulton (GA), County of, Georgia
- 1195. Gainesville (GA), City of, Georgia
- 1196. Glascock (GA), County of, Georgia
- 1197. Glynn (GA), County of (Sheriff), Georgia
- 1198. Glynn (GA), County of, Georgia
- 1199. Grady (GA), County of, Georgia

## DRAFT – SUBJECT TO CHANGE FOR QUALITY CONTROL PURPOSES

1200. Greene (GA), County of, Georgia
1201. Gwinnett (GA), County of, Georgia
1202. Habersham (GA), County of, Georgia
1203. Habersham County Medical Center (GA), Georgia
1204. Hall (GA), County of, Georgia
1205. Hancock (GA), County of, Georgia
1206. Harris (GA), County of (Sheriff), Georgia
1207. Heard (GA), County of, Georgia
1208. Henry (GA), County of, Georgia
1209. Hospital Authority of Bainbridge and Decatur County (GA), Georgia
1210. Hospital Authority of Baxley and Appling County (GA), Georgia
1211. Hospital Authority of Bleckley County (GA), Georgia
1212. Hospital Authority of Valdosta and Lowndes County (GA), Georgia
1213. Hospital Authority of Wayne County (GA), Georgia
1214. Houston (GA), County of (Sheriff), Georgia
1215. Houston (GA), County of, Georgia
1216. Irwin (GA), County of, Georgia
1217. Jackson (GA), County of, Georgia
1218. Jasper (GA), County of, Georgia
1219. Jeff Davis (GA), County of (Sheriff), Georgia
1220. Jeff Davis (GA), County of, Georgia
1221. Jefferson (GA), County of, Georgia
1222. Johnson (GA), County of, Georgia
1223. Jones (GA), County of (Sheriff), Georgia
1224. Jones (GA), County of, Georgia
1225. Lakeland (GA), City of, Georgia
1226. Lanier (GA), County of, Georgia
1227. Laurens (GA), County of (Sheriff), Georgia
1228. Laurens (GA), County of, Georgia
1229. Lee (GA), County of, Georgia
1230. Liberty (GA), County of, Georgia
1231. Lincoln (GA), County of, Georgia
1232. Long (GA), County of, Georgia
1233. Lowndes (GA), County of, Georgia
1234. Lumpkin (GA), County of, Georgia
1235. Macon (GA), County of, Georgia
1236. Macon-Bibb (GA), County of, Georgia
1237. Madison (GA), County of, Georgia
1238. McDuffie (GA), County of, Georgia
1239. McIntosh (GA), County of, Georgia
1240. Meriwether (GA), County of (Sheriff), Georgia
1241. Meriwether (GA), County of, Georgia
1242. Milledgeville (GA), City of, Georgia
1243. Monroe (GA), County of, Georgia
1244. Montgomery (GA), County of, Georgia
1245. Murray (GA), County of (Sheriff), Georgia
1246. Nashville (GA), City of, Georgia
1247. Newton (GA), County of, Georgia
1248. Oconee (GA), County of (Sheriff), Georgia
1249. Oconee (GA), County of, Georgia
1250. Oglethorpe (GA), County of, Georgia
1251. Peach (GA), County of (Sheriff), Georgia
1252. Peach (GA), County of, Georgia
1253. Pierce (GA), County of (Sheriff), Georgia
1254. Pierce (GA), County of, Georgia
1255. Pike (GA), County of, Georgia
1256. Polk (GA), County of, Georgia
1257. Pooler (GA), City of, Georgia
1258. Pulaski (GA), County of, Georgia
1259. Rabun (GA), County of, Georgia
1260. Randolph (GA), County of, Georgia
1261. Richmond Hill (GA), City of, Georgia
1262. Rockdale (GA), County of, Georgia
1263. Rome (GA), City of, Georgia
1264. Sandy Springs (GA), City of, Georgia
1265. Savannah (GA), City of, Georgia
1266. Schley (GA), County of, Georgia
1267. Screven (GA), County of (Sheriff), Georgia
1268. Screven (GA), County of, Georgia
1269. Seminole (GA), County of, Georgia
1270. Spalding (GA), County of, Georgia
1271. Springfield (GA), City of, Georgia
1272. Stephens (GA), County of, Georgia
1273. Sumter (GA), County of, Georgia
1274. Taliaferro (GA), County of, Georgia
1275. Tattnall (GA), County of, Georgia
1276. Telfair (GA), County of (Sheriff), Georgia

## DRAFT – SUBJECT TO CHANGE FOR QUALITY CONTROL PURPOSES

- 1277. Tift (GA), County of (Sheriff), Georgia
- 1278. Tifton (GA), City of, Georgia
- 1279. Toombs (GA), County of, Georgia
- 1280. Towns (GA), County of, Georgia
- 1281. Troup (GA), County of, Georgia
- 1282. Twiggs (GA), County of, Georgia
- 1283. Union (GA), County of, Georgia
- 1284. Walton (GA), County of, Georgia
- 1285. Ware (GA), County of (Sheriff), Georgia
- 1286. Warren (GA), County of, Georgia
- 1287. Warwick (GA), City of, Georgia
- 1288. Washington (GA), County of, Georgia
- 1289. Wayne (GA), County of (Sheriff), Georgia
- 1290. Wayne (GA), County of, Georgia
- 1291. Whitfield (GA), County of, Georgia
- 1292. Wilcox (GA), County of, Georgia
- 1293. Wilkes (GA), County of, Georgia
- 1294. Wilkinson (GA), County of, Georgia
- 1295. Woodbury (GA), City of, Georgia
- 1296. Worth (GA), County of, Georgia
- 1297. Hawai'i (HI), County of, Hawai'i
- 1298. Kaua'i (HI), County of, Hawai'i
- 1299. Ada (ID), County of, Idaho
- 1300. Adams (ID), County of, Idaho
- 1301. Bannock (ID), County of, Idaho
- 1302. Bingham (ID), County of, Idaho
- 1303. Blaine (ID), County of, Idaho
- 1304. Boise (ID), City of, Idaho
- 1305. Boise (ID), County of, Idaho
- 1306. Bonneville (ID), County of, Idaho
- 1307. Camas (ID), County of, Idaho
- 1308. Canyon (ID), County of, Idaho
- 1309. Caribou (ID), County of, Idaho
- 1310. Cassia (ID), County of, Idaho
- 1311. Chubbuck (ID), City of, Idaho
- 1312. Elmore (ID), County of, Idaho
- 1313. Gooding (ID), County of, Idaho
- 1314. Latah (ID), County of, Idaho
- 1315. Minidoka (ID), County of, Idaho
- 1316. Owyhee (ID), County of, Idaho
- 1317. Payette (ID), County of, Idaho
- 1318. Pocatello (ID), City of, Idaho
- 1319. Preston (ID), City of, Idaho
- 1320. Twin Falls (ID), City of, Idaho
- 1321. Twin Falls (ID), County of, Idaho
- 1322. Addison (IL), Village of, Illinois
- 1323. Alexander (IL), County of, Illinois
- 1324. Algonquin (IL), Village of, Illinois
- 1325. Algonquin – Lake in the Hills Fire Protection District (IL), Illinois
- 1326. Anna (IL), City of, Illinois
- 1327. Arlington Heights (IL), Village of, Illinois
- 1328. Barrington (IL), Village of, Illinois
- 1329. Bartlett (IL), Village of, Illinois
- 1330. Bartlett Fire Protection District (IL), Illinois
- 1331. Batavia (IL), City of, Illinois
- 1332. Beach Park (IL), Village of, Illinois
- 1333. Bedford Park (IL), Village of, Illinois
- 1334. Beecher (IL), Village of, Illinois
- 1335. Bellwood (IL), Village of, Illinois
- 1336. Bensenville (IL), Village of, Illinois
- 1337. Benton (IL), City of, Illinois
- 1338. Berkeley (IL), Village of, Illinois
- 1339. Berwyn (IL), City of, Illinois
- 1340. Bloomingdale (IL), Village of, Illinois
- 1341. Bloomington (IL), Village of, Illinois
- 1342. Board of Education of East Aurora, School District 131 (IL), Illinois
- 1343. Board of Education of Joliet Township High School, District 204 (IL), Illinois
- 1344. Board of Education of Thornton Fractional Township High Schools, District 215 (IL), Illinois
- 1345. Board of Education of Thornton Township High Schools, District 205 (IL), Illinois
- 1346. Bolingbrook (IL), Village of, Illinois
- 1347. Bond (IL), County of, Illinois
- 1348. Boone (IL), County of, Illinois
- 1349. Bridgeview (IL), Village of, Illinois
- 1350. Broadview (IL), Village of, Illinois
- 1351. Brookfield (IL), Village of, Illinois
- 1352. Buffalo Grove (IL), Village of, Illinois
- 1353. Burbank (IL), City of, Illinois
- 1354. Bureau (IL), County of, Illinois
- 1355. Burr Ridge (IL), Village of, Illinois
- 1356. Calhoun (IL), County of, Illinois
- 1357. Campton Hills (IL), Village of, Illinois
- 1358. Carbondale (IL), City of, Illinois
- 1359. Carol Stream (IL), Village of, Illinois

## DRAFT – SUBJECT TO CHANGE FOR QUALITY CONTROL PURPOSES

1360. Carol Stream Fire Protection District (IL), Illinois
1361. Bloomingdale (IL), Village of, Illinois
1362. Cary (IL), Village of, Illinois
1363. Cary Area Public Library (IL), Illinois
1364. Champaign (IL), County of, Illinois
1365. Channahon (IL), Village of, Illinois
1366. Chicago (IL), City of, Illinois
1367. Chicago Board of Education District No. 299 (IL), Illinois
1368. Chicago Heights (IL), City of, Illinois
1369. Chicago Ridge (IL), Village of, Illinois
1370. Christian (IL), County of, Illinois
1371. Clarendon Hills (IL), Village of, Illinois
1372. Coal City (IL), Village of, Illinois
1373. Collinsville (IL), City of, Illinois
1374. Coles (IL), County of, Illinois
1375. Colona (IL), City of, Illinois
1376. Cook (IL), County of, Illinois
1377. Countryside (IL), City of, Illinois
1378. Crest Hill (IL), City of, Illinois
1379. Crete (IL), Village of, Illinois
1380. Crete Township (IL), Township of, Illinois
1381. Crystal Lake (IL), City of, Illinois
1382. Darien (IL), City of, Illinois
1383. Deerfield (IL), Village of, Illinois
1384. DeKalb (IL), City of, Illinois
1385. DeKalb (IL), County of, Illinois
1386. Des Plaines (IL), City of, Illinois
1387. Dolton (IL), Village of, Illinois
1388. DuPage (IL), County of, Illinois
1389. DuPage Public Safety Communications (DU-COMM) (IL), Illinois
1390. East Hazel Crest (IL), Village of, Illinois
1391. East Moline (IL), City of, Illinois
1392. Edwards (IL), County of, Illinois
1393. Effingham (IL), City of, Illinois
1394. Effingham (IL), County of, Illinois
1395. Elk Grove Village (IL), Village of, Illinois
1396. Evanston (IL), City of, Illinois
1397. Evergreen Park (IL), Village of, Illinois
1398. Flossmoor (IL), Village of, Illinois
1399. Forest Park (IL), Village of, Illinois
1400. Forest Preserve District of DuPage County (IL), Illinois
1401. Forest Preserve District of Kane County (IL), Illinois
1402. Forest Preserve District of Winnebago County (IL), Illinois
1403. Franklin (IL), County of, Illinois
1404. Franklin Park (IL), Village of, Illinois
1405. Freeport (IL), City of, Illinois
1406. Gallatin (IL), County of, Illinois
1407. Gilberts (IL), Village of, Illinois
1408. Glen Carbon (IL), Village of, Illinois
1409. Glen Ellyn (IL), Village of, Illinois
1410. Glencoe (IL), Village of, Illinois
1411. Glenview (IL), Village of, Illinois
1412. Glenview Park District (IL), Illinois
1413. Granite City (IL), City of, Illinois
1414. Hamilton (IL), County of, Illinois
1415. Hanover Park (IL), Village of, Illinois
1416. Hardin (IL), County of, Illinois
1417. Harrisburg (IL), City of, Illinois
1418. Harvey. (IL), City of, Illinois
1419. Harwood Heights (IL), Village of, Illinois
1420. Hazel Crest (IL), Village of, Illinois
1421. Henry (IL), County of, Illinois
1422. Herrin (IL), City of, Illinois
1423. Highland Park (IL), City of, Illinois
1424. Highwood (IL), City of, Illinois
1425. Hillside (IL), Village of, Illinois
1426. Hinsdale (IL), Village of, Illinois
1427. Hodgkins (IL), Village of, Illinois
1428. Hoffman Estates (IL), Village of, Illinois
1429. Homer Glen (IL), Village of, Illinois
1430. Homewood (IL), Village of, Illinois
1431. Homewood Public Library (IL), Illinois
1432. Huntley (IL), Village of, Illinois
1433. Indian Head Park (IL), Village of, Illinois
1434. Intergovernmental Personnel Benefit Cooperative (IL), Illinois
1435. Intergovernmental Risk Management Agency (IL), Illinois
1436. Itasca (IL), Village of, Illinois
1437. Jasper (IL), County of, Illinois
1438. Jefferson (IL), County of, Illinois
1439. Jersey (IL), County of, Illinois
1440. Johnson (IL), County of, Illinois
1441. Joint Action Water Agency (IL), Illinois

DRAFT – SUBJECT TO CHANGE FOR QUALITY CONTROL PURPOSES

1442. Justice (IL), Village of, Illinois
1443. Kane (IL), County of, Illinois
1444. Kankakee (IL), City of, Illinois
1445. Kankakee (IL), County of, Illinois
1446. Kendall (IL), County of, Illinois
1447. Kenilworth (IL), Village of, Illinois
1448. La Grange (IL), Village of, Illinois
1449. La Grange Park (IL), Village of, Illinois
1450. Lake (IL), County of (Sheriff), Illinois
1451. Lake (IL), County of, Illinois
1452. Lake Bluff (IL), Village of, Illinois
1453. Lake Forest (IL), City of, Illinois
1454. Lake in the Hills (IL), Village of, Illinois
1455. Lake Zurich (IL), Village of, Illinois
1456. LaSalle (IL), County of, Illinois
1457. Lawrence (IL), County of, Illinois
1458. Lee (IL), County of, Illinois
1459. Lemont (IL), Village of, Illinois
1460. Libertyville (IL), Village of, Illinois
1461. Lincolnville (IL), Village of, Illinois
1462. Lisle (IL), Village of, Illinois
1463. Lisle Park District (IL), Illinois
1464. Lisle Woodridge Fire Protection District (IL), Illinois
1465. Livingston (IL), County of, Illinois
1466. Lockport (IL), City of, Illinois
1467. Lombard (IL), Village of, Illinois
1468. Lyons (IL), Township of, Illinois
1469. Lyons (IL), Village of, Illinois
1470. Lyons Township Area Community Center (IL), Illinois
1471. Macon (IL), County of, Illinois
1472. Macoupin (IL), County of, Illinois
1473. Marion (IL), City of, Illinois
1474. Marion (IL), County of, Illinois
1475. Massac (IL), County of, Illinois
1476. Maywood (IL), Village of, Illinois
1477. McCook (IL), Village of, Illinois
1478. McHenry (IL), City of, Illinois
1479. McHenry (IL), County of, Illinois
1480. McLean (IL), County of, Illinois
1481. Melrose Park (IL), Village of, Illinois
1482. Merrionette Park (IL), Village of, Illinois
1483. Metropolis (IL), City of, Illinois
1484. Metropolitan Pier and Exposition Authority (IL), Illinois
1485. Mokena (IL), Village of, Illinois
1486. Monee (IL), Village of, Illinois
1487. Monroe (IL), County of, Illinois
1488. Montgomery (IL), Village of, Illinois
1489. Morton Grove (IL), Village of, Illinois
1490. Mount Prospect (IL), Village of, Illinois
1491. Mundelein (IL), Village of, Illinois
1492. Municipal Consolidated Dispatch (IL), Illinois
1493. Naperville Park District (IL), Illinois
1494. New Baden (IL), Village of, Illinois
1495. North Aurora (IL), Village of, Illinois
1496. North East Multi-Regional Training Center (IL), Illinois
1497. North Riverside (IL), Village of, Illinois
1498. Northbrook (IL), Village of, Illinois
1499. Northbrook Public Library (IL), Illinois
1500. Northeastern Illinois Public Safety Training Academy (IL), Illinois
1501. Northwest Central Dispatch System (IL), Illinois
1502. Northfield (IL), Village of, Illinois
1503. Northlake (IL), City of, Illinois
1504. Oak Brook (IL), Village of, Illinois
1505. Oak Lawn (IL), Village of, Illinois
1506. Oak Park (IL), Township of, Illinois
1507. Oak Park (IL), Village of, Illinois
1508. Oak Park Public Library (IL), Illinois
1509. Olympia Fields (IL), Village of, Illinois
1510. Orland Fire Protection District (IL), Illinois
1511. Orland Park (IL), Village of, Illinois
1512. Oswego (IL), Village of, Illinois
1513. Oswegoland Park District (IL), Illinois
1514. Palatine (IL), Village of, Illinois
1515. Palatine Police Department (IL), Illinois
1516. Palos Heights (IL), City of, Illinois
1517. Palos Hills (IL), City of, Illinois
1518. Palos Park (IL), Village of, Illinois
1519. Park Forest (IL), Village of, Illinois
1520. Park Ridge (IL), City of, Illinois
1521. Pekin (IL), City of, Illinois
1522. Peoria (IL), City of, Illinois
1523. Peotone (IL), Village of, Illinois
1524. Piatt (IL), County of, Illinois
1525. Plainfield (IL), Village of, Illinois
1526. Posen (IL), Village of, Illinois
1527. Princeton (IL), City of, Illinois



## DRAFT – SUBJECT TO CHANGE FOR QUALITY CONTROL PURPOSES

1528. Pulaski (IL), County of, Illinois
1529. Richton Park (IL), Village of, Illinois
1530. River Forest (IL), Village of, Illinois
1531. River Grove (IL), Village of, Illinois
1532. Riverside (IL), Village of, Illinois
1533. Rochelle (IL), City of, Illinois
1534. Rock Falls (IL), City of, Illinois
1535. Rockford (IL), City of, Illinois
1536. Rolling Meadows (IL), City of, Illinois
1537. Roscoe (IL), Village of, Illinois
1538. Roselle (IL), Village of, Illinois
1539. Saline (IL), County of, Illinois
1540. Sangamon (IL), County of, Illinois
1541. Schaumburg (IL), Village of, Illinois
1542. Schiller Park (IL), Village of, Illinois
1543. Schuyler (IL), County of, Illinois
1544. Sesser (IL), City of, Illinois
1545. Shelby (IL), County of, Illinois
1546. South Chicago Heights (IL), Village of, Illinois
1547. South Holland (IL), Village of, Illinois
1548. Southeast Emergency Communications (SEECOM) (IL), Illinois
1549. Spring Grove (IL), Village of, Illinois
1550. St. Clair (IL), County of, Illinois
1551. Steger (IL), Village of, Illinois
1552. Stickney (IL), Village of, Illinois
1553. Stone Park (IL), Village of, Illinois
1554. Streamwood (IL), Village of, Illinois
1555. Streator (IL), City of, Illinois
1556. Sugar Grove (IL), Village of, Illinois
1557. Summit (IL), Village of, Illinois
1558. Swansea (IL), Village of, Illinois
1559. Tinley Park (IL), Village of, Illinois
1560. Trenton (IL), City of, Illinois
1561. Union (IL), County of, Illinois
1562. Villa Park (IL), Village of, Illinois
1563. Wabash (IL), County of, Illinois
1564. Warrenville (IL), City of, Illinois
1565. Washington (IL), City of, Illinois
1566. Washington (IL), County of, Illinois
1567. Wauconda (IL), Village of, Illinois
1568. Waukegan Community Unit School District (IL), Illinois
1569. West Central Consolidated Communications (IL), Illinois
1570. West Chicago (IL), City of, Illinois
1571. West Chicago Fire Protection District (IL), Illinois
1572. West Dundee (IL), Village of, Illinois
1573. West Frankfort (IL), City of, Illinois
1574. West Franklin (IL), County of (Central Dispatch), Illinois
1575. West Suburban Consolidated Dispatch Center (IL), Illinois
1576. Westchester (IL), Village of, Illinois
1577. Western Springs (IL), Village of, Illinois
1578. Westmont (IL), Village of, Illinois
1579. Westmont Police Department (IL), Illinois
1580. Wheaton (IL), City of, Illinois
1581. Wheeling (IL), Village of, Illinois
1582. White (IL), County of, Illinois
1583. Will (IL), County of, Illinois
1584. Williamson (IL), County of, Illinois
1585. Willowbrook (IL), Village of, Illinois
1586. Wilmette (IL), Village of, Illinois
1587. Winfield (IL), Village of, Illinois
1588. Winfield Fire Protection District (IL), Illinois
1589. Winnebago (IL), County of, Illinois
1590. Winnetka (IL), Village of, Illinois
1591. Wood Dale (IL), City of, Illinois
1592. Wood River (IL), City of, Illinois
1593. Woodridge (IL), Village of, Illinois
1594. Woodridge Public Library (IL), Illinois
1595. Alexandria (IN), City of, Indiana
1596. Allen (IN), County of, Indiana
1597. Austin (IN), City of, Indiana
1598. Beech Grove (IN), City of, Indiana
1599. Benton (IN), County of, Indiana
1600. Blackford (IN), County of, Indiana
1601. Bloomington (IN), City of, Indiana
1602. Brownstown (IN), Town of, Indiana
1603. Chandler (IN), Town of, Indiana
1604. Connersville (IN), City of, Indiana
1605. Danville (IN), Town of, Indiana
1606. Delaware (IN), County of, Indiana
1607. Elwood (IN), City of, Indiana
1608. Evansville (IN), City of, Indiana
1609. Fayette (IN), County of, Indiana
1610. Fishers (IN), City of, Indiana
1611. Fort Wayne Community Schools (IN), Indiana

## DRAFT – SUBJECT TO CHANGE FOR QUALITY CONTROL PURPOSES

1612. Franklin (IN), City of, Indiana
1613. Franklin (IN), County of, Indiana
1614. Gary (IN), City of, Indiana
1615. Greenwood (IN), City of, Indiana
1616. Hammond (IN), City of, Indiana
1617. Hartford City (IN), City of, Indiana
1618. Howard (IN), County of, Indiana
1619. Huntington (IN), City of, Indiana
1620. Indianapolis (IN), City of, Indiana
1621. Jackson (IN), County of, Indiana
1622. Jasper (IN), City of, Indiana
1623. Jay (IN), County of, Indiana
1624. Jeffersonville (IN), City of, Indiana
1625. Jennings (IN), County of, Indiana
1626. Kokomo (IN), City of, Indiana
1627. Lafayette (IN), City of, Indiana
1628. Lake (IN), County of, Indiana
1629. LaPorte (IN), County of, Indiana
1630. Lawrence (IN), City of, Indiana
1631. Lawrence (IN), County of, Indiana
1632. Logansport (IN), City of, Indiana
1633. Madison (IN), City of, Indiana
1634. Madison (IN), County of, Indiana
1635. Marion (IN), County of, Indiana
1636. Marshall (IN), County of, Indiana
1637. Martinsville (IN), City of, Indiana
1638. Mishawaka (IN), City of, Indiana
1639. Mishawaka (IN), City of, Indiana
1640. Monroe (IN), County of, Indiana
1641. Montpelier (IN), City of, Indiana
1642. Mooresville (IN), Town of, Indiana
1643. Morgan (IN), County of, Indiana
1644. New Albany (IN), City of, Indiana
1645. New Castle (IN), City of, Indiana
1646. Noblesville (IN), City of, Indiana
1647. Orange (IN), County of, Indiana
1648. Pendleton (IN), Town of, Indiana
1649. Penn-Harris-Madison School Corporation (IN), Indiana
1650. Peru (IN), City of, Indiana
1651. Plainfield (IN), Town of, Indiana
1652. Porter (IN), County of, Indiana
1653. Portland (IN), City of, Indiana
1654. Pulaski (IN), County of, Indiana
1655. Richmond (IN), City of, Indiana
1656. Ripley (IN), County of, Indiana
1657. School City of Mishawaka (IN), Indiana
1658. Scott (IN), County of, Indiana
1659. Seymour (IN), City of, Indiana
1660. Shelbyville (IN), City of, Indiana
1661. Sheridan (IN), Town of, Indiana
1662. Smith-Green Community Schools (IN), Indiana
1663. South Bend (IN), City of, Indiana
1664. South Bend Community School Corporation (IN), Indiana
1665. St. Joseph (IN), County of, Indiana
1666. Starke (IN), County of, Indiana
1667. Tippecanoe (IN), County of, Indiana
1668. Upland (IN), Town of, Indiana
1669. Vanderburgh (IN), County of, Indiana
1670. Vigo (IN), County of, Indiana
1671. West Lafayette (IN), City of, Indiana
1672. Westfield (IN), City of, Indiana
1673. Zionsville (IN), Town of, Indiana
1674. Adair (IA), County of, Iowa
1675. Adams (IA), County of, Iowa
1676. Allamakee (IA), County of, Iowa
1677. Appanoose (IA), County of, Iowa
1678. Audubon (IA), County of, Iowa
1679. Benton (IA), County of, Iowa
1680. Black Hawk (IA), County of, Iowa
1681. Bremer (IA), County of, Iowa
1682. Buchanan (IA), County of, Iowa
1683. Buena Vista (IA), County of, Iowa
1684. Calhoun (IA), County of, Iowa
1685. Carroll (IA), County of, Iowa
1686. Cedar (IA), County of, Iowa
1687. Cerro Gordo (IA), County of, Iowa
1688. Cherokee (IA), County of, Iowa
1689. Chickasaw (IA), County of, Iowa
1690. Clay (IA), County of, Iowa
1691. Clayton (IA), County of, Iowa
1692. Clinton (IA), County of, Iowa
1693. Dallas (IA), County of, Iowa
1694. Delaware (IA), County of, Iowa
1695. Des Moines (IA), County of, Iowa
1696. Emmet (IA), County of, Iowa
1697. Fayette (IA), County of, Iowa
1698. Fremont (IA), County of, Iowa
1699. Hamilton (IA), County of, Iowa
1700. Hancock (IA), County of, Iowa
1701. Hardin (IA), County of, Iowa
1702. Harrison (IA), County of, Iowa

## DRAFT – SUBJECT TO CHANGE FOR QUALITY CONTROL PURPOSES

- 1703. Henry (IA), County of, Iowa
- 1704. Howard (IA), County of, Iowa
- 1705. Humboldt (IA), County of, Iowa
- 1706. Ida (IA), County of, Iowa
- 1707. Jasper (IA), County of, Iowa
- 1708. Johnson (IA), County of, Iowa
- 1709. Jones (IA), County of, Iowa
- 1710. Keokuk (IA), County of, Iowa
- 1711. Lee (IA), County of, Iowa
- 1712. Lyon (IA), County of, Iowa
- 1713. Madison (IA), County of, Iowa
- 1714. Mahaska (IA), County of, Iowa
- 1715. Marion (IA), County of, Iowa
- 1716. Mills (IA), County of, Iowa
- 1717. Mitchell (IA), County of, Iowa
- 1718. Monroe (IA), County of, Iowa
- 1719. Montgomery (IA), County of, Iowa
- 1720. Muscatine (IA), County of, Iowa
- 1721. O'Brien (IA), County of, Iowa
- 1722. Osceola (IA), County of, Iowa
- 1723. Plymouth (IA), County of, Iowa
- 1724. Pocahontas (IA), County of, Iowa
- 1725. Polk (IA), County of, Iowa
- 1726. Pottawattamie (IA), County of, Iowa
- 1727. Poweshiek (IA), County of, Iowa
- 1728. Sac (IA), County of, Iowa
- 1729. Scott (IA), County of, Iowa
- 1730. Shelby (IA), County of, Iowa
- 1731. Sioux (IA), County of, Iowa
- 1732. Tama (IA), County of, Iowa
- 1733. Taylor (IA), County of, Iowa
- 1734. Union (IA), County of, Iowa
- 1735. Webster (IA), County of, Iowa
- 1736. Winnebago (IA), County of, Iowa
- 1737. Winneshiek (IA), County of, Iowa
- 1738. Worth (IA), County of, Iowa
- 1739. Wright (IA), County of, Iowa
- 1740. Allen (KS), County of, Kansas
- 1741. Barber (KS), County of, Kansas
- 1742. Bourbon (KS), County of, Kansas
- 1743. Cherokee (KS), County of, Kansas
- 1744. Cowley (KS), County of, Kansas
- 1745. Crawford (KS), County of, Kansas
- 1746. Dickinson (KS), County of, Kansas
- 1747. Elk (KS), County of, Kansas
- 1748. Elkhardt (KS), City of, Kansas
- 1749. Finney (KS), County of, Kansas
- 1750. Ford (KS), County of, Kansas
- 1751. Grant (KS), County of, Kansas
- 1752. Greenwood (KS), County of, Kansas
- 1753. Harvey (KS), County of, Kansas
- 1754. Johnson (KS), County of, Kansas
- 1755. Leavenworth (KS), County of, Kansas
- 1756. Manter (KS), City of, Kansas
- 1757. Meade (KS), County of, Kansas
- 1758. Montgomery (KS), County of, Kansas
- 1759. Morton (KS), County of, Kansas
- 1760. Neosho (KS), County of, Kansas
- 1761. Overland Park (KS), City of, Kansas
- 1762. Pratt (KS), County of, Kansas
- 1763. Reno (KS), County of, Kansas
- 1764. Sedgwick (KS), County of, Kansas
- 1765. Seward (KS), County of, Kansas
- 1766. Shawnee (KS), County of, Kansas
- 1767. Stanton (KS), County of, Kansas
- 1768. Ulysses (KS), City of, Kansas
- 1769. Wabaunsee (KS), County of, Kansas
- 1770. Wichita (KS), City of, Kansas
- 1771. Wyandotte County/Kansas City (KS), Unified Government of, Kansas
- 1772. Adair (KY), County of (Fiscal Court), Kentucky
- 1773. Allen (KY), County of, Kentucky
- 1774. Anderson (KY), County of (Fiscal Court), Kentucky
- 1775. Ballard (KY), County of, Kentucky
- 1776. Bath (KY), County of (Fiscal Court), Kentucky
- 1777. Bell (KY), County of (Fiscal Court), Kentucky
- 1778. Bellefonte (KY), City of, Kentucky
- 1779. Benham (KY), City of, Kentucky
- 1780. Board of Education of Breathitt County Public Schools (KY), Kentucky
- 1781. Board of Education of Bullitt County Public Schools (KY), Kentucky
- 1782. Board of Education of Estill County Public Schools (KY), Kentucky
- 1783. Board of Education of Fayette County Public Schools (KY), Kentucky
- 1784. Board of Education of Harrison County Public Schools (KY), Kentucky

## DRAFT – SUBJECT TO CHANGE FOR QUALITY CONTROL PURPOSES

1785. Board of Education of Hart County Public Schools (KY), Kentucky
1786. Board of Education of Jefferson County Public Schools (KY), Kentucky
1787. Board of Education of Johnson County Public School District (KY), Kentucky
1788. Board of Education of LaRue County Public Schools (KY), Kentucky
1789. Board of Education of Lawrence County Public Schools (KY), Kentucky
1790. Board of Education of Martin County Public Schools (KY), Kentucky
1791. Board of Education of Menifee County Public Schools (KY), Kentucky
1792. Board of Education of Owsley County Public Schools (KY), Kentucky
1793. Board of Education of Wolfe County Public Schools (KY), Kentucky
1794. Boone (KY), County of (Fiscal Court), Kentucky
1795. Bourbon (KY), County of (Fiscal Court), Kentucky
1796. Boyd (KY), County of (Fiscal Court), Kentucky
1797. Boyle (KY), County of (Fiscal Court), Kentucky
1798. Bracken (KY), County of (Fiscal Court), Kentucky
1799. Breathitt (KY), County of (Fiscal Court), Kentucky
1800. Breckinridge (KY), County of, Kentucky
1801. Buckhorn (KY), City of, Kentucky
1802. Bullitt (KY), County of (Fiscal Court), Kentucky
1803. Caldwell (KY), County of (Fiscal Court), Kentucky
1804. Calloway (KY), County of (Fiscal Court), Kentucky
1805. Campbell (KY), County of (Fiscal Court), Kentucky
1806. Campbellsville (KY), City of, Kentucky
1807. Carlisle (KY), County of (Fiscal Court), Kentucky
1808. Carter (KY), County of (Fiscal Court), Kentucky
1809. Casey (KY), County of (Fiscal Court), Kentucky
1810. Christian (KY), County of (Fiscal Court), Kentucky
1811. Clark (KY), County of (Fiscal Court), Kentucky
1812. Clay (KY), County of (Fiscal Court), Kentucky
1813. Clinton (KY), County of (Fiscal Court), Kentucky
1814. Columbia (KY), City of, Kentucky
1815. Covington (KY), City of, Kentucky
1816. Cumberland (KY), County of (Fiscal Court), Kentucky
1817. Daviess (KY), County of (Fiscal Court), Kentucky
1818. Edmonson (KY), County of (Fiscal Court), Kentucky
1819. Elliott (KY), County of (Fiscal Court), Kentucky
1820. Estill (KY), County of (Fiscal Court), Kentucky
1821. Estill County Emergency Medical Services (KY), Kentucky
1822. Fleming (KY), County of (Fiscal Court), Kentucky
1823. Florence (KY), City of, Kentucky
1824. Floyd (KY), County of, Kentucky
1825. Franklin (KY), County of (Fiscal Court), Kentucky
1826. Fulton (KY), County of (Fiscal Court), Kentucky
1827. Gallatin (KY), County of (Fiscal Court), Kentucky
1828. Garrard (KY), County of (Fiscal Court), Kentucky
1829. Grant (KY), County of (Fiscal Court), Kentucky
1830. Grayson (KY), City of, Kentucky
1831. Green (KY), County of (Fiscal Court), Kentucky
1832. Greenup (KY), County of (Fiscal Court), Kentucky
1833. Greenup (KY), City of, Kentucky
1834. Hancock (KY), County of (Fiscal Court), Kentucky
1835. Hardin (KY), County of (Fiscal Court), Kentucky
1836. Harlan (KY), County of (Fiscal Court), Kentucky

## DRAFT – SUBJECT TO CHANGE FOR QUALITY CONTROL PURPOSES

1837. Harlan (KY), City of, Kentucky
1838. Harrison (KY), County of (Fiscal Court), Kentucky
1839. Hart (KY), County of (Fiscal Court), Kentucky
1840. Henderson (KY), County of (Fiscal Court), Kentucky
1841. Henderson (KY), City of, Kentucky
1842. Henry (KY), County of (Fiscal Court), Kentucky
1843. Hickman (KY), County of (Fiscal Court), Kentucky
1844. Hillview (KY), City of, Kentucky
1845. Hopkins (KY), County of (Fiscal Court), Kentucky
1846. Hyden (KY), City of, Kentucky
1847. Inez (KY), City of, Kentucky
1848. Jamestown (KY), City of, Kentucky
1849. Jenkins (KY), City of, Kentucky
1850. Jessamine (KY), County of (Fiscal Court), Kentucky
1851. Kenton (KY), County of (Fiscal Court), Kentucky
1852. Kentucky River District Health Department (KY), Kentucky
1853. Knott (KY), County of, Kentucky
1854. Knox (KY), County of (Fiscal Court), Kentucky
1855. Larue (KY), County of (Fiscal Court), Kentucky
1856. Laurel (KY), County of (Fiscal Court), Kentucky
1857. Lawrence (KY), County of, Kentucky
1858. Lee (KY), County of (Fiscal Court), Kentucky
1859. Leslie (KY), County of (Fiscal Court), Kentucky
1860. Letcher (KY), County of (Fiscal Court), Kentucky
1861. Lewis (KY), County of (Fiscal Court), Kentucky
1862. Lexington-Fayette Urban (KY), County of, Kentucky
1863. Lincoln (KY), County of (Fiscal Court), Kentucky
1864. Logan (KY), County of (Fiscal Court), Kentucky
1865. London (KY), City of, Kentucky
1866. Louisville-Jefferson (KY), County of, Kentucky
1867. Loyall (KY), City of, Kentucky
1868. Lynch (KY), City of, Kentucky
1869. Madison (KY), County of (Fiscal Court), Kentucky
1870. Manchester (KY), City of, Kentucky
1871. Marshall (KY), County of (Fiscal Court), Kentucky
1872. Martin (KY), County of (Fiscal Court), Kentucky
1873. Mason (KY), County of (Fiscal Court), Kentucky
1874. McCracken (KY), County of, Kentucky
1875. McLean (KY), County of (Fiscal Court), Kentucky
1876. Meade (KY), County of (Fiscal Court), Kentucky
1877. Mercer (KY), County of (Fiscal Court), Kentucky
1878. Monroe (KY), County of (Fiscal Court), Kentucky
1879. Montgomery (KY), County of (Fiscal Court), Kentucky
1880. Morehead (KY), City of, Kentucky
1881. Morgan (KY), County of (Fiscal Court), Kentucky
1882. Morganfield (KY), City of, Kentucky
1883. Mt. Washington (KY), City of, Kentucky
1884. Muhlenberg (KY), County of (Fiscal Court), Kentucky
1885. Murray (KY), City of, Kentucky
1886. Nicholas (KY), County of (Fiscal Court), Kentucky
1887. Ohio (KY), County of (Fiscal Court), Kentucky
1888. Oldham (KY), County of (Fiscal Court), Kentucky
1889. Owen (KY), County of (Fiscal Court), Kentucky
1890. Owensboro (KY), City of, Kentucky
1891. Owsley (KY), County of (Fiscal Court), Kentucky
1892. Paducah (KY), City of, Kentucky
1893. Paintsville (KY), City of, Kentucky
1894. Pendleton (KY), County of (Fiscal Court), Kentucky

## DRAFT – SUBJECT TO CHANGE FOR QUALITY CONTROL PURPOSES

1895. Perry (KY), County of (Fiscal Court), Kentucky
1896. Pike (KY), County of, Kentucky
1897. Pineville (KY), City of, Kentucky
1898. Pippa Passes (KY), City of, Kentucky
1899. Powell (KY), County of (Fiscal Court), Kentucky
1900. Prestonsburg (KY), City of, Kentucky
1901. Pulaski (KY), County of (Fiscal Court), Kentucky
1902. Rowan (KY), County of (Fiscal Court), Kentucky
1903. Russell (KY), County of (Fiscal Court), Kentucky
1904. Russell (KY), City of, Kentucky
1905. Russell Springs (KY), City of, Kentucky
1906. Scott (KY), County of (Fiscal Court), Kentucky
1907. Shelby (KY), County of (Fiscal Court), Kentucky
1908. Shepherdsville (KY), City of, Kentucky
1909. South Shore (KY), City of, Kentucky
1910. Spencer (KY), County of (Fiscal Court), Kentucky
1911. Taylor (KY), County of (Fiscal Court), Kentucky
1912. Taylor County Hospital District Health Facilities Corporation (KY), Kentucky
1913. Todd (KY), County of (Fiscal Court), Kentucky
1914. Union (KY), County of (Fiscal Court), Kentucky
1915. Vanceburg (KY), City of, Kentucky
1916. Warfield (KY), City of, Kentucky
1917. Warren (KY), County of, Kentucky
1918. Wayne (KY), County of (Fiscal Court), Kentucky
1919. Webster (KY), County of (Fiscal Court), Kentucky
1920. West Liberty (KY), City of, Kentucky
1921. Whitesburg (KY), City of, Kentucky
1922. Whitley (KY), County of (Fiscal Court), Kentucky
1923. Winchester (KY), City of, Kentucky
1924. Wolfe (KY), County of (Fiscal Court), Kentucky
1925. Woodford (KY), County of (Fiscal Court), Kentucky
1926. Worthington (KY), City of, Kentucky
1927. Abita Springs (LA), Town of, Louisiana
1928. Acadia-St. Landry Hospital Service District (LA), Louisiana
1929. Alexandria (LA), City of, Louisiana
1930. Allen (LA), Parish of (Sheriff), Louisiana
1931. Ascension (LA), Parish of (Sheriff), Louisiana
1932. Ascension (LA), Parish of, Louisiana
1933. Ascension Parish School Board (LA), Louisiana
1934. Assumption (LA), Parish of (Sheriff), Louisiana
1935. Assumption (LA), Parish of, Louisiana
1936. Avoyelles (LA), Parish of (Sheriff), Louisiana
1937. Avoyelles (LA), Parish of, Louisiana
1938. Baldwin (LA), Town of, Louisiana
1939. Bastrop (LA), City of, Louisiana
1940. Baton Rouge (LA), City of, Louisiana
1941. Beauregard (LA), Parish of, Louisiana
1942. Benton Fire Protection District No. 4 (LA), Louisiana
1943. Berwick (LA), Town of, Louisiana
1944. Bienville (LA), Parish of (Sheriff), Louisiana
1945. Bogalusa (LA), City of, Louisiana
1946. Bossier (LA), Parish of, Louisiana
1947. Bossier City (LA), City of, Louisiana
1948. Bossier Parish Emergency Medical Services Ambulance District (LA), Louisiana
1949. Caddo (LA), Parish of, Louisiana
1950. Caddo Fire Protection District No. 1 (LA), Louisiana
1951. Calcasieu (LA), Parish of (Sheriff), Louisiana
1952. Calcasieu (LA), Parish of, Louisiana
1953. Caldwell (LA), Parish of, Louisiana
1954. Cameron (LA), Parish of, Louisiana
1955. Catahoula (LA), Parish of (Sheriff), Louisiana
1956. Catahoula (LA), Parish of, Louisiana
1957. Claiborne (LA), Parish of, Louisiana
1958. Concordia (LA), Parish of (Sheriff), Louisiana
1959. Concordia (LA), Parish of, Louisiana
1960. Covington (LA), City of, Louisiana

## DRAFT – SUBJECT TO CHANGE FOR QUALITY CONTROL PURPOSES

1961. Delhi (LA), Town of, Louisiana
1962. DeSoto (LA), Parish of, Louisiana
1963. DeSoto Fire Protection District No. 8 (LA), Louisiana
1964. Donaldsonville (LA), City of, Louisiana
1965. East Baton Rouge (LA), Parish of (Sheriff), Louisiana
1966. East Baton Rouge (LA), Parish of, Louisiana
1967. East Carroll (LA), Parish of (Sheriff), Louisiana
1968. East Carroll (LA), Parish of, Louisiana
1969. Eunice (LA), City of, Louisiana
1970. Evangeline (LA), Parish of (Sheriff), Louisiana
1971. Evangeline (LA), Parish of, Louisiana
1972. Ferriday (LA), Town of, Louisiana
1973. Franklin (LA), Parish of, Louisiana
1974. Franklin (LA), City of, Louisiana
1975. Gramercy (LA), Town of, Louisiana
1976. Grant (LA), Parish of (Sheriff), Louisiana
1977. Grant (LA), Parish of, Louisiana
1978. Gretna (LA), City of, Louisiana
1979. Hospital Service District No. 1 of the Parish of Avoyelles (LA), Louisiana
1980. Hospital Service District No. 1 of the Parish of LaSalle (LA), Louisiana
1981. Iberia (LA), Parish of (Sheriff), Louisiana
1982. Iberia (LA), Parish of, Louisiana
1983. Iberia Parish School Board (LA), Louisiana
1984. Iberville (LA), Parish of, Louisiana
1985. Jackson (LA), Parish of (Sheriff), Louisiana
1986. Jackson (LA), Parish of, Louisiana
1987. Jean Lafitte (LA), Town of, Louisiana
1988. Jefferson (LA), Parish of (Sheriff), Louisiana
1989. Jefferson (LA), Parish of, Louisiana
1990. Jefferson Davis (LA), Parish of (Sheriff), Louisiana
1991. Jefferson Davis (LA), Parish of, Louisiana
1992. Jefferson Parish Coroner's Office (LA), Louisiana
1993. Jefferson Parish Hospital Service District No. 1 (LA), Louisiana
1994. Jefferson Parish Hospital Service District No. 2 (LA), Louisiana
1995. Kenner (LA), City of, Louisiana
1996. Lafayette (LA), Parish of (Sheriff), Louisiana
1997. Lafourche (LA), Parish of, Louisiana
1998. Lafourche Parish School Board (LA), Louisiana
1999. Lake Charles (LA), City of, Louisiana
2000. Lake Providence (LA), Town of, Louisiana
2001. LaSalle (LA), Parish of, Louisiana
2002. Lincoln (LA), Parish of (Sheriff), Louisiana
2003. Livingston (LA), Parish of (Sheriff), Louisiana
2004. Livingston (LA), Parish of, Louisiana
2005. Litcher (LA), Town of, Louisiana
2006. Madisonville (LA), Town of, Louisiana
2007. Mandeville (LA), City of, Louisiana
2008. Monroe (LA), City of, Louisiana
2009. Morehouse (LA), Parish of (Sheriff), Louisiana
2010. Morehouse (LA), Parish of, Louisiana
2011. Morgan City (LA), City of, Louisiana
2012. Natchitoches (LA), City of, Louisiana
2013. Natchitoches (LA), Parish of (Parish Council), Louisiana
2014. New Iberia (LA), City of, Louisiana
2015. New Orleans (LA), City of, Louisiana
2016. New Roads (LA), City of, Louisiana
2017. North Caddo Hospital Service District (LA), Louisiana
2018. Opelousas (LA), City of, Louisiana
2019. Opelousas General Hospital Authority (LA), Louisiana
2020. Orleans (LA), Parish of (DA), Louisiana
2021. Orleans (LA), Parish of (Sheriff), Louisiana
2022. Orleans Parish Hospital Service Dist. – District A (LA), Louisiana
2023. Ouachita (LA), Parish of (Sheriff), Louisiana
2024. Ouachita (LA), Parish of, Louisiana
2025. Patterson (LA), City of, Louisiana
2026. Pearl River (LA), Town of, Louisiana

## DRAFT – SUBJECT TO CHANGE FOR QUALITY CONTROL PURPOSES

- 2027. Pineville (LA), City of, Louisiana
- 2028. Pointe Coupee (LA), Parish of, Louisiana
- 2029. Pointe Coupee Parish Health Services District Number 1 (LA), Louisiana
- 2030. Rapides (LA), Parish of (Sheriff), Louisiana
- 2031. Rapides (LA), Parish of (DA), Louisiana
- 2032. Rapides (LA), Parish of, Louisiana
- 2033. Red River (LA), Parish of, Louisiana
- 2034. Red River Fire Protection District (LA), Louisiana
- 2035. Richland (LA), Parish of (Sheriff), Louisiana
- 2036. Richland (LA), Parish of, Louisiana
- 2037. Richwood (LA), Town of, Louisiana
- 2038. Sabine (LA), Parish of (Sheriff), Louisiana
- 2039. Sabine (LA), Parish of, Louisiana
- 2040. Saint Martinville (LA), City of, Louisiana
- 2041. Shreveport (LA), City of, Louisiana
- 2042. Slidell (LA), City of, Louisiana
- 2043. St. Bernard (LA), Parish of (Sheriff), Louisiana
- 2044. St. Bernard (LA), Parish of, Louisiana
- 2045. St. Bernard Parish Coroner's Office (LA), Louisiana
- 2046. St. Bernard Parish School Board (LA), Louisiana
- 2047. St. Charles (LA), Parish of (Sheriff), Louisiana
- 2048. St. Charles (LA), Parish of, Louisiana
- 2049. St. James (LA), Parish of, Louisiana
- 2050. St. James Parish School Board (LA), Louisiana
- 2051. St. John the Baptist (LA), Parish of, Louisiana
- 2052. St. Landry (LA), Parish of (Sheriff), Louisiana
- 2053. St. Landry (LA), Parish of, Louisiana
- 2054. St. Martin (LA), Parish of, Louisiana
- 2055. St. Mary (LA), Parish of (Sheriff), Louisiana
- 2056. St. Mary (LA), Parish of, Louisiana
- 2057. St. Mary Parish School Board (LA), Louisiana
- 2058. St. Tammany (LA), Parish of (Sheriff), Louisiana
- 2059. St. Tammany (LA), Parish of, Louisiana
- 2060. St. Tammany (LA), Parish of (DA), Louisiana
- 2061. St. Tammany Fire Protection District No. 1 (LA), Louisiana
- 2062. St. Tammany Fire Protection District No. 12 (LA), Louisiana
- 2063. St. Tammany Fire Protection District No. 13 (LA), Louisiana
- 2064. St. Tammany Fire Protection District No. 2 (LA), Louisiana
- 2065. St. Tammany Fire Protection District No. 3 (LA), Louisiana
- 2066. St. Tammany Fire Protection District No. 4 (LA), Louisiana
- 2067. St. Tammany Fire Protection District No. 5 (LA), Louisiana
- 2068. St. Tammany Parish Coroner's Office (LA), Louisiana
- 2069. Tensas (LA), Parish of (Sheriff), Louisiana
- 2070. Terrebonne (LA), Parish of (Sheriff), Louisiana
- 2071. Terrebonne (LA), Parish of, Louisiana
- 2072. Union (LA), Parish of (Sheriff), Louisiana
- 2073. Union (LA), Parish of, Louisiana
- 2074. Vermilion (LA), Parish of, Louisiana
- 2075. Vernon (LA), Parish of (Sheriff), Louisiana
- 2076. Vernon (LA), Parish of, Louisiana
- 2077. Washington (LA), Parish of (Sheriff), Louisiana
- 2078. Washington (LA), Parish of, Louisiana
- 2079. Washington (LA), Parish of (DA), Louisiana
- 2080. Webster (LA), Parish of, Louisiana
- 2081. West Ascension Parish Hospital Service District (LA), Louisiana
- 2082. West Baton Rouge (LA), Parish of, Louisiana
- 2083. West Baton Rouge Fire Protection District No. 1 (LA), Louisiana
- 2084. West Carroll (LA), Parish of (Sheriff), Louisiana
- 2085. West Carroll (LA), Parish of, Louisiana
- 2086. West Monroe (LA), City of, Louisiana
- 2087. Westwego (LA), City of, Louisiana



## DRAFT – SUBJECT TO CHANGE FOR QUALITY CONTROL PURPOSES

- 2088. Winn (LA), Parish of (DA), Louisiana
- 2089. Winn (LA), Parish of, Louisiana
- 2090. Androscoggin (ME), County of, Maine
- 2091. Aroostook (ME), County of, Maine
- 2092. Auburn (ME), City of, Maine
- 2093. Augusta (ME), City of, Maine
- 2094. Bangor (ME), City of, Maine
- 2095. Biddeford (ME), City of, Maine
- 2096. Board of Education of Bangor School Department (ME), Maine
- 2097. Board of Education of Cape Elizabeth School Department (ME), Maine
- 2098. Board of Education of Ellsworth School Department (ME), Maine
- 2099. Board of Education of Maine Regional School Unit (“RSU”) 9 (ME), Maine
- 2100. Board of Education of Maine RSU 10 (ME), Maine
- 2101. Board of Education of Maine RSU 13 (ME), Maine
- 2102. Board of Education of Maine RSU 25 (ME), Maine
- 2103. Board of Education of Maine RSU 26 (ME), Maine
- 2104. Board of Education of Maine RSU 29 (ME), Maine
- 2105. Board of Education of Maine RSU 34 (ME), Maine
- 2106. Board of Education of Maine RSU 40 (ME), Maine
- 2107. Board of Education of Maine RSU 50 (ME), Maine
- 2108. Board of Education of Maine RSU 57 (ME), Maine
- 2109. Board of Education of Maine RSU 60 (ME), Maine
- 2110. Board of Education of Maine RSU 71 (ME), Maine
- 2111. Board of Education of Maine School Administrative District (“SAD”) 6 (ME), Maine
- 2112. Board of Education of Maine SAD 11 (ME), Maine
- 2113. Board of Education of Maine SAD 15 (ME), Maine
- 2114. Board of Education of Maine SAD 28/Five Town Central School District (ME), Maine
- 2115. Board of Education of Maine SAD 35 (ME), Maine
- 2116. Board of Education of Maine SAD 44 (ME), Maine
- 2117. Board of Education of Maine SAD 53 (ME), Maine
- 2118. Board of Education of Maine SAD 55 (ME), Maine
- 2119. Board of Education of Maine SAD 61 (ME), Maine
- 2120. Board of Education of Maine SAD 72 (ME), Maine
- 2121. Board of Education of Portland School Department (ME), Maine
- 2122. Board of Education of Scarborough School Department (ME), Maine
- 2123. Board of Education of South Portland School Department (ME), Maine
- 2124. Board of Education of St George Municipal School District (ME), Maine
- 2125. Board of Education of Waterville School Department (ME), Maine
- 2126. Calais (ME), City of, Maine
- 2127. Cumberland (ME), County of, Maine
- 2128. Kennebec (ME), County of, Maine
- 2129. Knox (ME), County of, Maine
- 2130. Lewiston (ME), City of, Maine
- 2131. Lincoln (ME), County of, Maine
- 2132. Penobscot (ME), County of, Maine
- 2133. Portland (ME), City of, Maine
- 2134. Rockland (ME), City of, Maine
- 2135. Saco (ME), City of, Maine
- 2136. Sagadahoc (ME), County of, Maine
- 2137. Sanford (ME), City of, Maine
- 2138. Somerset (ME), County of, Maine
- 2139. Waldo (ME), County of, Maine
- 2140. Washington (ME), County of, Maine
- 2141. Waterville (ME), City of, Maine
- 2142. York (ME), County of, Maine
- 2143. Aberdeen (MD), City of, Maryland
- 2144. Allegany (MD), County of, Maryland
- 2145. Annapolis (MD), City of, Maryland
- 2146. Anne Arundel (MD), County of, Maryland
- 2147. Baltimore (MD), City of, Maryland
- 2148. Baltimore (MD), County of, Maryland
- 2149. Baltimore City Board of School Commissioners (MD), Maryland

## DRAFT – SUBJECT TO CHANGE FOR QUALITY CONTROL PURPOSES

- 2150. Bel Air (MD), City of, Maryland
- 2151. Berlin (MD), City of, Maryland
- 2152. Bowie (MD), City of, Maryland
- 2153. Calvert (MD), County of, Maryland
- 2154. Cambridge (MD), City of, Maryland
- 2155. Caroline (MD), County of, Maryland
- 2156. Carroll (MD), County of, Maryland
- 2157. Cecil (MD), County of, Maryland
- 2158. Charles (MD), County of, Maryland
- 2159. Charlestown (MD), City of, Maryland
- 2160. Cottage City (MD), Town of, Maryland
- 2161. Cumberland (MD), City of, Maryland
- 2162. Dorchester (MD), County of, Maryland
- 2163. Forest Heights (MD), Town of, Maryland
- 2164. Frederick (MD), City of, Maryland
- 2165. Frederick (MD), County of, Maryland
- 2166. Frostburg (MD), City of, Maryland
- 2167. Garrett (MD), County of, Maryland
- 2168. Grantsville (MD), City of, Maryland
- 2169. Hagerstown (MD), City of, Maryland
- 2170. Harford (MD), County of, Maryland
- 2171. Havre De Grace (MD), City of, Maryland
- 2172. Howard (MD), County of, Maryland
- 2173. Laurel (MD), City of, Maryland
- 2174. Montgomery (MD), County of, Maryland
- 2175. Mountain Lake Park (MD), City of, Maryland
- 2176. North Brentwood (MD), Town of, Maryland
- 2177. North East (MD), City of, Maryland
- 2178. Oakland (MD), City of, Maryland
- 2179. Perryville (MD), City of, Maryland
- 2180. Prince George's (MD), County of, Maryland
- 2181. Rockville (MD), City of (Mayor and Common Council), Maryland
- 2182. Seat Pleasant (MD), City of, Maryland
- 2183. Somerset (MD), County of, Maryland
- 2184. St. Mary's (MD), County of, Maryland
- 2185. Talbot (MD), County of, Maryland
- 2186. Upper Marlboro (MD), Town of, Maryland
- 2187. Vienna (MD), City of, Maryland
- 2188. Washington (MD), County of, Maryland
- 2189. Westminster (MD), City of (Mayor and Common Council), Maryland
- 2190. Wicomico (MD), County of, Maryland
- 2191. Acushnet (MA), Town of, Massachusetts
- 2192. Agawam (MA), Town of, Massachusetts
- 2193. Amesbury (MA), City of, Massachusetts
- 2194. Andover (MA), Town of, Massachusetts
- 2195. Aquinnah (MA), Town of, Massachusetts
- 2196. Athol (MA), Town of, Massachusetts
- 2197. Auburn (MA), Town of, Massachusetts
- 2198. Ayer (MA), Town of, Massachusetts
- 2199. Barnstable (MA), Town of, Massachusetts
- 2200. Belchertown (MA), Town of, Massachusetts
- 2201. Beverly (MA), City of, Massachusetts
- 2202. Billerica (MA), Town of, Massachusetts
- 2203. Boston (MA), City of, Massachusetts
- 2204. Boston Housing Authority (MA), Massachusetts
- 2205. Boston Public Health Commission (MA), Massachusetts
- 2206. Braintree (MA), Town of, Massachusetts
- 2207. Brewster (MA), Town of, Massachusetts
- 2208. Bridgewater (MA), Town of, Massachusetts
- 2209. Brockton (MA), City of, Massachusetts
- 2210. Brockton Area Transit (MA), Massachusetts
- 2211. Brookline (MA), Town of, Massachusetts
- 2212. Cambridge (MA), City of, Massachusetts
- 2213. Canton (MA), Town of, Massachusetts
- 2214. Carver (MA), Town of, Massachusetts
- 2215. Carver Marion Wareham Regional Refuse Disposal District (MA), Massachusetts
- 2216. Charlton (MA), Town of, Massachusetts
- 2217. Chelmsford (MA), Town of, Massachusetts
- 2218. Chelsea (MA), City of, Massachusetts
- 2219. Chicopee (MA), City of, Massachusetts
- 2220. Clarksburg (MA), Town of, Massachusetts
- 2221. Clinton (MA), Town of, Massachusetts
- 2222. Danvers (MA), Town of, Massachusetts
- 2223. Dartmouth Fire District No. 3 (MA), Massachusetts

## DRAFT – SUBJECT TO CHANGE FOR QUALITY CONTROL PURPOSES

- 2224. Dedham (MA), Town of, Massachusetts
- 2225. Dennis (MA), Town of, Massachusetts
- 2226. Douglas (MA), Town of, Massachusetts
- 2227. Dudley (MA), Town of, Massachusetts
- 2228. East Bridgewater (MA), Town of, Massachusetts
- 2229. Eastham (MA), Town of, Massachusetts
- 2230. Easthampton (MA), City of, Massachusetts
- 2231. Easton (MA), Town of, Massachusetts
- 2232. Everett (MA), City of, Massachusetts
- 2233. Fairhaven (MA), Town of, Massachusetts
- 2234. Fall River (MA), City of, Massachusetts
- 2235. Falmouth (MA), Town of, Massachusetts
- 2236. Fitchburg (MA), City of, Massachusetts
- 2237. Framingham (MA), City of, Massachusetts
- 2238. Freetown (MA), Town of, Massachusetts
- 2239. Georgetown (MA), Town of, Massachusetts
- 2240. Gloucester (MA), City of, Massachusetts
- 2241. Grafton (MA), Town of, Massachusetts
- 2242. Greater Attleboro Taunton Regional Authority (MA), Massachusetts
- 2243. Greater New Bedford Regional Refuse Management District (MA), Massachusetts
- 2244. Greenfield (MA), City of, Massachusetts
- 2245. Halifax (MA), Town of, Massachusetts
- 2246. Hanson (MA), Town of, Massachusetts
- 2247. Haverhill (MA), City of, Massachusetts
- 2248. Holliston (MA), Town of, Massachusetts
- 2249. Holyoke (MA), City of, Massachusetts
- 2250. Hopedale (MA), Town of, Massachusetts
- 2251. Hull (MA), Town of, Massachusetts
- 2252. Kingston (MA), Town of, Massachusetts
- 2253. Lakeville (MA), Town of, Massachusetts
- 2254. Leicester (MA), Town of, Massachusetts
- 2255. Leominster (MA), City of, Massachusetts
- 2256. Leverett (MA), Town of, Massachusetts
- 2257. Longmeadow (MA), Town of, Massachusetts
- 2258. Lowell (MA), City of, Massachusetts
- 2259. Ludlow (MA), Town of, Massachusetts
- 2260. Lunenburg (MA), Town of, Massachusetts
- 2261. Lynn (MA), City of, Massachusetts
- 2262. Lynnfield (MA), Town of, Massachusetts
- 2263. Malden (MA), City of, Massachusetts
- 2264. Marblehead (MA), Town of, Massachusetts
- 2265. Marshfield (MA), Town of, Massachusetts
- 2266. Mashpee (MA), Town of, Massachusetts
- 2267. Mattapoisett (MA), Town of, Massachusetts
- 2268. Medford (MA), City of, Massachusetts
- 2269. Melrose (MA), City of, Massachusetts
- 2270. Methuen (MA), City of, Massachusetts
- 2271. Middleborough (MA), Town of, Massachusetts
- 2272. Milford (MA), Town of, Massachusetts
- 2273. Millbury (MA), Town of, Massachusetts
- 2274. Millis (MA), Town of, Massachusetts
- 2275. Nantucket (MA), Town of, Massachusetts
- 2276. Natick (MA), Town of, Massachusetts
- 2277. New Bedford (MA), City of, Massachusetts
- 2278. Newburyport (MA), City of, Massachusetts
- 2279. Norfolk (MA), County of, Massachusetts
- 2280. North Adams (MA), City of, Massachusetts
- 2281. North Andover (MA), Town of, Massachusetts
- 2282. North Attleborough (MA), Town of, Massachusetts
- 2283. North Reading (MA), Town of, Massachusetts
- 2284. North River Collaborative School (MA), Massachusetts
- 2285. Northampton (MA), City of, Massachusetts
- 2286. Northbridge (MA), Town of, Massachusetts
- 2287. Norton (MA), Town of, Massachusetts
- 2288. Norwell (MA), Town of, Massachusetts
- 2289. Norwood (MA), Town of, Massachusetts
- 2290. Onset Fire District (MA), Massachusetts
- 2291. Orange (MA), Town of, Massachusetts
- 2292. Oxford (MA), Town of, Massachusetts
- 2293. Palmer (MA), Town of, Massachusetts

## DRAFT – SUBJECT TO CHANGE FOR QUALITY CONTROL PURPOSES

- 2294. Peabody (MA), City of, Massachusetts
- 2295. Pembroke (MA), Town of, Massachusetts
- 2296. Pittsfield (MA), City of, Massachusetts
- 2297. Plainville (MA), Town of, Massachusetts
- 2298. Plymouth (MA), County of, Massachusetts
- 2299. Plymouth (MA), Town of, Massachusetts
- 2300. Plymouth County Retirement Association (MA), Massachusetts
- 2301. Plympton (MA), Town of, Massachusetts
- 2302. Provincetown (MA), Town of, Massachusetts
- 2303. Quincy (MA), City of, Massachusetts
- 2304. Randolph (MA), Town of, Massachusetts
- 2305. Rehoboth (MA), Town of, Massachusetts
- 2306. Revere (MA), City of, Massachusetts
- 2307. Rochester (MA), Town of, Massachusetts
- 2308. Rockland (MA), Town of, Massachusetts
- 2309. Salem (MA), City of, Massachusetts
- 2310. Salisbury (MA), Town of, Massachusetts
- 2311. Sandwich (MA), Town of, Massachusetts
- 2312. Scituate (MA), Town of, Massachusetts
- 2313. Seekonk (MA), Town of, Massachusetts
- 2314. Sheffield (MA), Town of, Massachusetts
- 2315. Shirley (MA), Town of, Massachusetts
- 2316. Silver Lake Regional School District (MA), Massachusetts
- 2317. Somerset (MA), Town of, Massachusetts
- 2318. Somerville (MA), City of, Massachusetts
- 2319. South Hadley (MA), Town of, Massachusetts
- 2320. South Shore Educational Collaborative (MA), Massachusetts
- 2321. South Shore Regional Emergency Communication Center (MA), Massachusetts
- 2322. South Shore Vocational School District (MA), Massachusetts
- 2323. Southbridge (MA), Town of, Massachusetts
- 2324. Southeastern Regional Transit Authority (MA), Massachusetts
- 2325. Southfield Redevelopment Authority (MA), Massachusetts
- 2326. Spencer (MA), Town of, Massachusetts
- 2327. Springfield (MA), City of, Massachusetts
- 2328. Stoneham (MA), Town of, Massachusetts
- 2329. Stoughton (MA), Town of, Massachusetts
- 2330. Sturbridge (MA), Town of, Massachusetts
- 2331. Sudbury (MA), Town of, Massachusetts
- 2332. Sutton (MA), Town of, Massachusetts
- 2333. Swampscott (MA), Town of, Massachusetts
- 2334. Templeton (MA), Town of, Massachusetts
- 2335. Tewksbury (MA), Town of, Massachusetts
- 2336. Truro (MA), Town of, Massachusetts
- 2337. Tyngsborough (MA), Town of, Massachusetts
- 2338. Upton (MA), Town of, Massachusetts
- 2339. Wakefield (MA), Town of, Massachusetts
- 2340. Walpole (MA), Town of, Massachusetts
- 2341. Ware (MA), Town of, Massachusetts
- 2342. Wareham (MA), Town of, Massachusetts
- 2343. Wareham Fire District (MA), Massachusetts
- 2344. Warren (MA), Town of, Massachusetts
- 2345. Watertown (MA), Town of, Massachusetts
- 2346. Wellfleet (MA), Town of, Massachusetts
- 2347. West Boylston (MA), Town of, Massachusetts
- 2348. West Bridgewater (MA), Town of, Massachusetts
- 2349. West Springfield (MA), Town of, Massachusetts
- 2350. West Tisbury (MA), Town of, Massachusetts
- 2351. Westborough (MA), Town of, Massachusetts
- 2352. Westford (MA), Town of, Massachusetts
- 2353. Weymouth (MA), Town of, Massachusetts
- 2354. Whitman (MA), Town of, Massachusetts
- 2355. Whitman-Hanson Regional School District (MA), Massachusetts
- 2356. Williamsburg (MA), Town of, Massachusetts

## DRAFT – SUBJECT TO CHANGE FOR QUALITY CONTROL PURPOSES

- 2357. Wilmington (MA), Town of, Massachusetts
- 2358. Winchendon (MA), Town of, Massachusetts
- 2359. Winthrop (MA), Town of, Massachusetts
- 2360. Woburn (MA), City of, Massachusetts
- 2361. Worcester (MA), City of, Massachusetts
- 2362. Alcona (MI), County of, Michigan
- 2363. Alger (MI), County of, Michigan
- 2364. Alpena (MI), County of, Michigan
- 2365. Antrim (MI), County of, Michigan
- 2366. Arenac (MI), County of, Michigan
- 2367. Baraga (MI), County of, Michigan
- 2368. Bay (MI), County of, Michigan
- 2369. Benzie (MI), County of, Michigan
- 2370. Berrien (MI), County of, Michigan
- 2371. Branch (MI), County of, Michigan
- 2372. Calhoun (MI), County of, Michigan
- 2373. Canton (MI), Charter Township of, Michigan
- 2374. Cass (MI), County of, Michigan
- 2375. Charlevoix (MI), County of, Michigan
- 2376. Cheboygan (MI), County of, Michigan
- 2377. Chippewa (MI), County of, Michigan
- 2378. Clinton (MI), County of, Michigan
- 2379. Clinton (MI), Charter Township of, Michigan
- 2380. Crawford (MI), County of, Michigan
- 2381. Delta (MI), County of, Michigan
- 2382. Detroit (MI), City of, Michigan
- 2383. Detroit Wayne Mental Health Authority (MI), Michigan
- 2384. Dickinson (MI), County of, Michigan
- 2385. East Lansing (MI), City of, Michigan
- 2386. Eaton (MI), County of, Michigan
- 2387. Escanaba (MI), City of, Michigan
- 2388. Flint (MI), City of, Michigan
- 2389. Genesee (MI), County of, Michigan
- 2390. Grand Rapids (MI), City of, Michigan
- 2391. Grand Traverse (MI), County of, Michigan
- 2392. Gratiot (MI), County of, Michigan
- 2393. Harrison (MI), Charter Township of, Michigan
- 2394. Hillsdale (MI), County of, Michigan
- 2395. Houghton (MI), County of, Michigan
- 2396. Huron (MI), Charter Township of, Michigan
- 2397. Ingham (MI), County of, Michigan
- 2398. Ionia (MI), County of, Michigan
- 2399. Iosco (MI), County of, Michigan
- 2400. Iron (MI), County of, Michigan
- 2401. Iron Mountain (MI), City of, Michigan
- 2402. Isabella (MI), County of, Michigan
- 2403. Jackson (MI), City of, Michigan
- 2404. Kalamazoo (MI), County of, Michigan
- 2405. Kent (MI), County of, Michigan
- 2406. Lake (MI), County of, Michigan
- 2407. Lansing (MI), City of, Michigan
- 2408. Leelanau (MI), County of, Michigan
- 2409. Lenawee (MI), County of, Michigan
- 2410. Livingston (MI), County of, Michigan
- 2411. Livonia (MI), City of, Michigan
- 2412. Luce (MI), County of, Michigan
- 2413. Macomb (MI), County of, Michigan
- 2414. Manistee (MI), County of, Michigan
- 2415. Marquette (MI), County of, Michigan
- 2416. Mason (MI), County of, Michigan
- 2417. Monroe (MI), County of, Michigan
- 2418. Montcalm (MI), County of, Michigan
- 2419. Montmorency (MI), County of, Michigan
- 2420. Muskegon (MI), County of, Michigan
- 2421. Newaygo (MI), County of, Michigan
- 2422. Northville (MI), Charter Township of, Michigan
- 2423. Oakland (MI), County of, Michigan
- 2424. Oceana (MI), County of, Michigan
- 2425. Ogemaw (MI), County of, Michigan
- 2426. Ontonagon (MI), County of, Michigan
- 2427. Osceola (MI), County of, Michigan
- 2428. Otsego (MI), County of, Michigan
- 2429. Pittsfield (MI), Charter Township of, Michigan
- 2430. Pontiac (MI), City of, Michigan
- 2431. Presque Isle (MI), County of, Michigan
- 2432. Romulus (MI), City of, Michigan
- 2433. Roscommon (MI), County of, Michigan
- 2434. Saginaw (MI), County of, Michigan
- 2435. Sanilac (MI), County of, Michigan
- 2436. Sault Ste. Marie (MI), City of, Michigan
- 2437. Shiawassee (MI), County of, Michigan
- 2438. St. Clair (MI), County of, Michigan

## DRAFT – SUBJECT TO CHANGE FOR QUALITY CONTROL PURPOSES

- 2439. Sterling Heights (MI), City of, Michigan
- 2440. Traverse City (MI), City of, Michigan
- 2441. Tuscola (MI), County of, Michigan
- 2442. Van Buren (MI), Charter Township of, Michigan
- 2443. Warren (MI), City of, Michigan
- 2444. Washtenaw (MI), County of, Michigan
- 2445. Wayne (MI), City of, Michigan
- 2446. Wayne (MI), County of, Michigan
- 2447. Westland (MI), City of, Michigan
- 2448. Wexford (MI), County of, Michigan
- 2449. Anoka (MN), County of, Minnesota
- 2450. Beltrami (MN), County of, Minnesota
- 2451. Big Stone (MN), County of, Minnesota
- 2452. Board of Education of Minnetonka School District No. 276 (MN), Minnesota
- 2453. Carlton (MN), County of, Minnesota
- 2454. Carver (MN), County of, Minnesota
- 2455. Coon Rapids (MN), City of, Minnesota
- 2456. Dakota (MN), County of, Minnesota
- 2457. Douglas (MN), County of, Minnesota
- 2458. Duluth (MN), City of, Minnesota
- 2459. Freeborn (MN), County of, Minnesota
- 2460. Hennepin (MN), County of, Minnesota
- 2461. Itasca (MN), County of, Minnesota
- 2462. McLeod (MN), County of, Minnesota
- 2463. Meeker (MN), County of, Minnesota
- 2464. Minneapolis (MN), City of, Minnesota
- 2465. Minnesota Prairie Health Alliance (MN), Minnesota
- 2466. Morrison (MN), County of, Minnesota
- 2467. Mower (MN), County of, Minnesota
- 2468. North St. Paul (MN), City of, Minnesota
- 2469. Olmsted (MN), County of, Minnesota
- 2470. Pine (MN), County of, Minnesota
- 2471. Proctor (MN), City of, Minnesota
- 2472. Ramsey (MN), County of, Minnesota
- 2473. Rochester (MN), City of, Minnesota
- 2474. Roseau (MN), County of, Minnesota
- 2475. Saint Paul (MN), City of, Minnesota
- 2476. Sibley (MN), County of, Minnesota
- 2477. St. Louis (MN), County of, Minnesota
- 2478. Steele (MN), County of, Minnesota
- 2479. Waseca (MN), County of, Minnesota
- 2480. Washington (MN), County of, Minnesota
- 2481. Winona (MN), County of, Minnesota
- 2482. Wright (MN), County of, Minnesota
- 2483. Yellow Medicine (MN), County of, Minnesota
- 2484. Adams (MS), County of, Mississippi
- 2485. Amite (MS), County of, Mississippi
- 2486. Amory (MS), City of, Mississippi
- 2487. Arcola (MS), Town of, Mississippi
- 2488. Attala (MS), County of, Mississippi
- 2489. Benton (MS), County of, Mississippi
- 2490. Bolivar (MS), County of, Mississippi
- 2491. Brookhaven (MS), City of, Mississippi
- 2492. Caledonia (MS), Town of, Mississippi
- 2493. Carroll (MS), County of, Mississippi
- 2494. Charleston (MS), City of, Mississippi
- 2495. Chickasaw (MS), County of, Mississippi
- 2496. Claiborne (MS), County of, Mississippi
- 2497. Clarke (MS), County of, Mississippi
- 2498. Clarksdale (MS), City of, Mississippi
- 2499. Cleveland (MS), City of, Mississippi
- 2500. Columbia (MS), City of, Mississippi
- 2501. Columbus (MS), City of, Mississippi
- 2502. Copiah (MS), County of, Mississippi
- 2503. Covington (MS), County of, Mississippi
- 2504. DeSoto (MS), County of, Mississippi
- 2505. Diamondhead (MS), City of, Mississippi
- 2506. Forrest (MS), County of, Mississippi
- 2507. Franklin (MS), County of, Mississippi
- 2508. Gautier (MS), City of, Mississippi
- 2509. George (MS), County of, Mississippi
- 2510. Greene (MS), County of, Mississippi
- 2511. Greenwood (MS), City of, Mississippi
- 2512. Grenada (MS), City of, Mississippi
- 2513. Grenada (MS), County of, Mississippi
- 2514. Gulfport (MS), City of, Mississippi
- 2515. Hancock (MS), County of, Mississippi
- 2516. Harrison (MS), County of, Mississippi
- 2517. Hattiesburg (MS), City of, Mississippi
- 2518. Hinds (MS), County of, Mississippi
- 2519. Holly Springs (MS), City of, Mississippi
- 2520. Holmes (MS), County of, Mississippi
- 2521. Humphreys (MS), County of, Mississippi
- 2522. Indianola (MS), City of, Mississippi
- 2523. Issaquena (MS), County of, Mississippi
- 2524. Itawamba (MS), County of, Mississippi
- 2525. Iuka (MS), City of, Mississippi
- 2526. Jackson (MS), City of, Mississippi
- 2527. Jackson (MS), County of, Mississippi
- 2528. Jefferson (MS), County of, Mississippi

## DRAFT – SUBJECT TO CHANGE FOR QUALITY CONTROL PURPOSES

2529. Jefferson Davis (MS), County of, Mississippi
2530. Jones (MS), County of, Mississippi
2531. Jonestown (MS), City of, Mississippi
2532. Kemper (MS), County of, Mississippi
2533. Kosciusko (MS), City of, Mississippi
2534. Lafayette (MS), County of, Mississippi
2535. Lauderdale (MS), County of, Mississippi
2536. Laurel (MS), City of, Mississippi
2537. Lawrence (MS), County of, Mississippi
2538. Leakesville (MS), Town of, Mississippi
2539. Lee (MS), County of, Mississippi
2540. Leflore (MS), County of, Mississippi
2541. Lincoln (MS), County of, Mississippi
2542. Long Beach (MS), City of, Mississippi
2543. Lumberton (MS), City of, Mississippi
2544. Madison (MS), County of, Mississippi
2545. Marion (MS), County of, Mississippi
2546. Marshall (MS), County of, Mississippi
2547. McLain (MS), Town of, Mississippi
2548. Memorial Hospital at Gulfport (MS), Mississippi
2549. Meridian (MS), City of, Mississippi
2550. Monroe (MS), County of, Mississippi
2551. Morton (MS), City of, Mississippi
2552. Moss Point (MS), City of, Mississippi
2553. Mound Bayou (MS), City of, Mississippi
2554. Neshoba (MS), County of, Mississippi
2555. Nettleton (MS), City of, Mississippi
2556. New Albany (MS), City of, Mississippi
2557. Ocean Springs (MS), City of, Mississippi
2558. Panola (MS), County of, Mississippi
2559. Pascagoula (MS), City of, Mississippi
2560. Pearl River (MS), County of, Mississippi
2561. Pearl River County Hospital (MS), Mississippi
2562. Perry (MS), County of, Mississippi
2563. Philadelphia (MS), City of, Mississippi
2564. Prentiss (MS), County of, Mississippi
2565. Quitman (MS), City of, Mississippi
2566. Scott (MS), County of, Mississippi
2567. Shannon (MS), City of, Mississippi
2568. Sharkey-Issaquena Community Hospital (MS), Mississippi
2569. Shubuta (MS), Town of, Mississippi
2570. South Central Regional Medical Center (MS), Mississippi
2571. Southwest Mississippi Regional Medical Center (MS), Mississippi
2572. Starkville (MS), City of, Mississippi
2573. Stone (MS), County of, Mississippi
2574. Summit (MS), Town of, Mississippi
2575. Sunflower (MS), County of, Mississippi
2576. Tallahatchie (MS), County of, Mississippi
2577. Tate (MS), County of, Mississippi
2578. Tippah (MS), County of, Mississippi
2579. Tishomingo (MS), County of, Mississippi
2580. Tunica (MS), County of, Mississippi
2581. Tupelo (MS), City of, Mississippi
2582. Union (MS), County of, Mississippi
2583. Verona (MS), City of, Mississippi
2584. Vicksburg (MS), City of, Mississippi
2585. Walthall (MS), County of, Mississippi
2586. Washington (MS), County of, Mississippi
2587. Wayne (MS), County of, Mississippi
2588. Waynesboro (MS), City of, Mississippi
2589. Webb (MS), City of, Mississippi
2590. Wiggins (MS), City of, Mississippi
2591. Yalobusha (MS), County of, Mississippi
2592. Adair (MO), County of, Missouri
2593. Andrew (MO), County of, Missouri
2594. Atchison (MO), County of, Missouri
2595. Audrain (MO), County of, Missouri
2596. Barry (MO), County of, Missouri
2597. Barton (MO), County of, Missouri
2598. Boone (MO), County of, Missouri
2599. Buchanan (MO), County of, Missouri
2600. Butler (MO), County of, Missouri
2601. Callaway (MO), County of, Missouri
2602. Camden (MO), County of, Missouri
2603. Cape Girardeau (MO), County of, Missouri
2604. Cass (MO), County of, Missouri
2605. Chariton (MO), County of, Missouri
2606. Christian (MO), County of, Missouri
2607. Clinton (MO), County of, Missouri
2608. Cole (MO), County of, Missouri
2609. Crawford (MO), County of, Missouri
2610. Dade (MO), County of, Missouri
2611. DeKalb (MO), County of, Missouri
2612. Dent (MO), County of, Missouri

## DRAFT – SUBJECT TO CHANGE FOR QUALITY CONTROL PURPOSES

- 2613. Douglas (MO), County of, Missouri
- 2614. Dunklin (MO), County of, Missouri
- 2615. Franklin (MO), County of, Missouri
- 2616. Gasconade (MO), County of, Missouri
- 2617. Greene (MO), County of, Missouri
- 2618. Grundy (MO), County of, Missouri
- 2619. Harrisonville (MO), City of, Missouri
- 2620. Henry (MO), County of, Missouri
- 2621. Hickory (MO), County of, Missouri
- 2622. Howell (MO), County of, Missouri
- 2623. Independence (MO), City of, Missouri
- 2624. Iron (MO), County of, Missouri
- 2625. Jackson (MO), County of, Missouri
- 2626. Jasper (MO), County of, Missouri
- 2627. Jefferson (MO), County of, Missouri
- 2628. Johnson (MO), County of, Missouri
- 2629. Joplin (MO), City of, Missouri
- 2630. Kansas City (MO), City of, Missouri
- 2631. Kinloch Fire Protection District of St. Louis County (MO), Missouri
- 2632. Knox (MO), County of, Missouri
- 2633. Lafayette (MO), County of, Missouri
- 2634. Lawrence (MO), County of, Missouri
- 2635. Lewis (MO), County of, Missouri
- 2636. Lincoln (MO), County of, Missouri
- 2637. Livingston (MO), County of, Missouri
- 2638. Madison (MO), County of, Missouri
- 2639. Maries (MO), County of, Missouri
- 2640. McDonald (MO), County of, Missouri
- 2641. Miller (MO), County of, Missouri
- 2642. Moniteau (MO), County of, Missouri
- 2643. Montgomery (MO), County of, Missouri
- 2644. Morgan (MO), County of, Missouri
- 2645. New Madrid (MO), County of, Missouri
- 2646. Nodaway (MO), County of, Missouri
- 2647. Northeast Ambulance and Fire Protection District of St. Louis County (MO), Missouri
- 2648. Osage (MO), County of, Missouri
- 2649. Ozark (MO), County of, Missouri
- 2650. Pemiscot (MO), County of, Missouri
- 2651. Perry (MO), County of, Missouri
- 2652. Pettis (MO), County of, Missouri
- 2653. Phelps (MO), County of, Missouri
- 2654. Pike (MO), County of, Missouri
- 2655. Polk (MO), County of, Missouri
- 2656. Pulaski (MO), County of, Missouri
- 2657. Ralls (MO), County of, Missouri
- 2658. Randolph (MO), County of, Missouri
- 2659. Ray (MO), County of, Missouri
- 2660. Reynolds (MO), County of, Missouri
- 2661. Ripley (MO), County of, Missouri
- 2662. Saint Joseph (MO), City of, Missouri
- 2663. Schuyler (MO), County of, Missouri
- 2664. Scott (MO), County of, Missouri
- 2665. Sedalia (MO), City of, Missouri
- 2666. Shannon (MO), County of, Missouri
- 2667. Shelby (MO), County of, Missouri
- 2668. Springfield (MO), City of, Missouri
- 2669. St. Charles (MO), County of, Missouri
- 2670. St. Clair (MO), County of, Missouri
- 2671. St. Francois (MO), County of, Missouri
- 2672. St. Louis (MO), City of, Missouri
- 2673. St. Louis (MO), County of, Missouri
- 2674. Ste. Genevieve (MO), County of, Missouri
- 2675. Stone (MO), County of, Missouri
- 2676. Taney (MO), County of, Missouri
- 2677. Texas (MO), County of, Missouri
- 2678. Vernon (MO), County of, Missouri
- 2679. Warren (MO), County of, Missouri
- 2680. Washington (MO), County of, Missouri
- 2681. Webster (MO), County of, Missouri
- 2682. Worth (MO), County of, Missouri
- 2683. Wright (MO), County of, Missouri
- 2684. Anaconda-Deer Lodge (MT), County of, Montana
- 2685. Cascade (MT), County of, Montana
- 2686. Gallatin (MT), County of, Montana
- 2687. Great Falls (MT), City of, Montana
- 2688. Lake (MT), County of, Montana
- 2689. Missoula (MT), City of, Montana
- 2690. Missoula (MT), County of, Montana
- 2691. Douglas (NE), County of, Nebraska
- 2692. Keith (NE), County of, Nebraska
- 2693. Knox (NE), County of, Nebraska
- 2694. Lincoln (NE), County of, Nebraska
- 2695. Sarpy (NE), County of, Nebraska
- 2696. South Sioux City (NE), City of, Nebraska
- 2697. Boulder City (NV), City of, Nevada
- 2698. Carson City (NV), City of, Nevada
- 2699. Central Lyon County Fire Protection District (NV), Nevada



## DRAFT – SUBJECT TO CHANGE FOR QUALITY CONTROL PURPOSES

- 2700. Churchill (NV), County of, Nevada
- 2701. Douglas (NV), County of, Nevada
- 2702. Ely (NV), City of, Nevada
- 2703. Fernley (NV), City of, Nevada
- 2704. Henderson (NV), City of, Nevada
- 2705. Humboldt (NV), County of, Nevada
- 2706. Las Vegas (NV), City of, Nevada
- 2707. Lincoln (NV), County of, Nevada
- 2708. Lyon (NV), County of, Nevada
- 2709. Mesquite (NV), City of, Nevada
- 2710. North Las Vegas (NV), City of, Nevada
- 2711. North Lyon County Fire Protection District (NV), Nevada
- 2712. Nye (NV), County of, Nevada
- 2713. Reno (NV), City of, Nevada
- 2714. Sparks (NV), City of, Nevada
- 2715. Washoe (NV), County of, Nevada
- 2716. West Wendover (NV), City of, Nevada
- 2717. White Pine (NV), County of, Nevada
- 2718. Belknap (NH), County of, New Hampshire
- 2719. Belmont (NH), City of, New Hampshire
- 2720. Berlin (NH), City of, New Hampshire
- 2721. Board of Education of Goshen School District (NH), New Hampshire
- 2722. Board of Education of Kearsarge RSU-School Administrative Unit 65 (NH), New Hampshire
- 2723. Board of Education of Lebanon School District (NH), New Hampshire
- 2724. Board of Education of Pittsfield School District (NH), New Hampshire
- 2725. Board of Education of Tamworth School District (NH), New Hampshire
- 2726. Carroll (NH), County of, New Hampshire
- 2727. Cheshire (NH), County of, New Hampshire
- 2728. Claremont (NH), City of, New Hampshire
- 2729. Concord (NH), City of, New Hampshire
- 2730. Coos (NH), County of, New Hampshire
- 2731. Derry (NH), Town of, New Hampshire
- 2732. Dover (NH), City of, New Hampshire
- 2733. Franklin (NH), City of, New Hampshire
- 2734. Grafton (NH), County of, New Hampshire
- 2735. Hillsborough (NH), County of, New Hampshire
- 2736. Keene (NH), City of, New Hampshire
- 2737. Laconia (NH), City of, New Hampshire
- 2738. Londonderry (NH), Town of, New Hampshire
- 2739. Manchester (NH), City of, New Hampshire
- 2740. Merrimack (NH), County of, New Hampshire
- 2741. Nashua (NH), City of, New Hampshire
- 2742. Rochester (NH), City of, New Hampshire
- 2743. Rockingham (NH), County of, New Hampshire
- 2744. Strafford (NH), County of, New Hampshire
- 2745. Sullivan (NH), County of, New Hampshire
- 2746. Atlantic (NJ), County of, New Jersey
- 2747. Barnegat (NJ), Township of, New Jersey
- 2748. Bayonne (NJ), City of, New Jersey
- 2749. Bergen (NJ), County of, New Jersey
- 2750. Bloomfield (NJ), Township of, New Jersey
- 2751. Brick (NJ), Township of, New Jersey
- 2752. Burlington (NJ), County of, New Jersey
- 2753. Camden (NJ), County of, New Jersey
- 2754. Cape May (NJ), County of, New Jersey
- 2755. Clifton (NJ), City of, New Jersey
- 2756. Clinton (NJ), Town of, New Jersey
- 2757. Cumberland (NJ), County of, New Jersey
- 2758. Elizabeth (NJ), City of, New Jersey
- 2759. Essex (NJ), County of, New Jersey
- 2760. Hudson (NJ), County of, New Jersey
- 2761. Irvington (NJ), Township of, New Jersey
- 2762. Jersey City (NJ), City of, New Jersey
- 2763. Monmouth (NJ), County of, New Jersey
- 2764. Newark (NJ), City of, New Jersey
- 2765. Ocean (NJ), County of, New Jersey
- 2766. Paramus (NJ), Borough of, New Jersey
- 2767. Passaic (NJ), County of, New Jersey
- 2768. Paterson (NJ), City of, New Jersey
- 2769. Ridgefield (NJ), Borough of, New Jersey
- 2770. Saddle Brook (NJ), Township of, New Jersey
- 2771. Sussex (NJ), County of, New Jersey

## DRAFT – SUBJECT TO CHANGE FOR QUALITY CONTROL PURPOSES

- 2772. Trenton (NJ), City of, New Jersey
- 2773. Union (NJ), County of, New Jersey
- 2774. Alamogordo (NM), City of, New Mexico
- 2775. Albuquerque (NM), City of, New Mexico
- 2776. Bernalillo (NM), County of, New Mexico
- 2777. Catron (NM), County of, New Mexico
- 2778. Cibola (NM), County of, New Mexico
- 2779. Colfax (NM), County of, New Mexico
- 2780. Curry (NM), County of, New Mexico
- 2781. Dona Ana (NM), County of, New Mexico
- 2782. Española (NM), City of, New Mexico
- 2783. Grant (NM), County of, New Mexico
- 2784. Hidalgo (NM), County of, New Mexico
- 2785. Hobbs (NM), City of, New Mexico
- 2786. Las Cruces (NM), City of, New Mexico
- 2787. Lea (NM), County of, New Mexico
- 2788. Lincoln (NM), County of, New Mexico
- 2789. Luna (NM), County of, New Mexico
- 2790. McKinley (NM), County of, New Mexico
- 2791. Mora (NM), County of, New Mexico
- 2792. Otero (NM), County of, New Mexico
- 2793. Rio Arriba (NM), County of, New Mexico
- 2794. Roosevelt (NM), County of, New Mexico
- 2795. San Juan (NM), County of, New Mexico
- 2796. San Miguel (NM), County of, New Mexico
- 2797. Sandoval (NM), County of, New Mexico
- 2798. Santa Fe (NM), City of, New Mexico
- 2799. Santa Fe (NM), County of, New Mexico
- 2800. Sierra (NM), County of, New Mexico
- 2801. Socorro (NM), County of, New Mexico
- 2802. Taos (NM), County of, New Mexico
- 2803. Union (NM), County of, New Mexico
- 2804. Valencia (NM), County of, New Mexico
- 2805. Albany (NY), City of, New York
- 2806. Albany (NY), County of, New York
- 2807. Allegany (NY), County of, New York
- 2808. Amherst (NY), Town of, New York
- 2809. Amityville (NY), Village of, New York
- 2810. Amsterdam (NY), City of, New York
- 2811. Auburn (NY), City of, New York
- 2812. Babylon (NY), Incorporated Village of, New York
- 2813. Babylon (NY), Village of, New York
- 2814. Babylon (NY), Town of, New York
- 2815. Bellmore Fire District (NY), New York
- 2816. Bellport (NY), Village of, New York
- 2817. Board of Education of Rochester City School District (NY), New York
- 2818. Brookhaven (NY), Town of, New York
- 2819. Broome (NY), County of, New York
- 2820. Buffalo (NY), City of, New York
- 2821. Cattaraugus (NY), County of, New York
- 2822. Cayuga (NY), County of, New York
- 2823. Centereach Fire District (NY), New York
- 2824. Centerport Fire District (NY), New York
- 2825. Chautauqua (NY), County of, New York
- 2826. Cheektowaga (NY), Town of, New York
- 2827. Chemung (NY), County of, New York
- 2828. Chenango (NY), County of, New York
- 2829. Clarkstown (NY), Town of, New York
- 2830. Clinton (NY), County of, New York
- 2831. Columbia (NY), County of, New York
- 2832. Cortland (NY), County of, New York
- 2833. Dutchess (NY), County of, New York
- 2834. East Hampton (NY), Village of, New York
- 2835. East Rockaway (NY), Incorporated Village of, New York
- 2836. Erie (NY), County of, New York
- 2837. Essex (NY), County of, New York
- 2838. Farmingdale (NY), Incorporated Village of, New York
- 2839. Floral Park (NY), Incorporated Village of, New York
- 2840. Franklin (NY), County of, New York
- 2841. Fulton (NY), County of, New York
- 2842. Garden City (NY), Incorporated Village of, New York
- 2843. Genesee (NY), County of, New York
- 2844. Geneva (NY), City of, New York
- 2845. Great Neck (NY), Village of, New York
- 2846. Greene (NY), County of, New York
- 2847. Greenport (NY), Village of, New York
- 2848. Hamilton (NY), County of, New York
- 2849. Hauppauge Fire District (NY), New York

## DRAFT – SUBJECT TO CHANGE FOR QUALITY CONTROL PURPOSES

- 2850. Haverstraw (NY), Town of, New York
- 2851. Hempstead (NY), Incorporated Village of, New York
- 2852. Hempstead (NY), Village of, New York
- 2853. Hempstead (NY), Town of, New York
- 2854. Herkimer (NY), Village of, New York
- 2855. Herkimer (NY), County of, New York
- 2856. Hicksville Water District (NY), New York
- 2857. Huntington (NY), Town of, New York
- 2858. Island Park (NY), Incorporated Village of, New York
- 2859. Islandia (NY), Incorporated Village of, New York
- 2860. Islip (NY), Town of, New York
- 2861. Islip Terrace Fire District (NY), New York
- 2862. Ithaca (NY), City of, New York
- 2863. Jefferson (NY), County of, New York
- 2864. Kingston (NY), City of, New York
- 2865. Lackawanna (NY), City of, New York
- 2866. Lake Grove (NY), Incorporated Village of, New York
- 2867. Lancaster (NY), Town of, New York
- 2868. Lawrence (NY), Incorporated Village of, New York
- 2869. Levittown Fire District (NY), New York
- 2870. Lewis (NY), County of, New York
- 2871. Lindenhurst (NY), Incorporated Village of, New York
- 2872. Livingston (NY), County of, New York
- 2873. Lloyd Harbor (NY), Incorporated Village of, New York
- 2874. Long Beach (NY), City of, New York
- 2875. Lynbrook (NY), Incorporated Village of, New York
- 2876. Madison (NY), County of, New York
- 2877. Massapequa Park (NY), Incorporated Village of, New York
- 2878. Melville Fire District (NY), New York
- 2879. Merrick Library (NY), New York
- 2880. Mill Neck (NY), Incorporated Village of, New York
- 2881. Miller Place Fire District (NY), New York
- 2882. Millerton (NY), Village of, New York
- 2883. Monroe (NY), County of, New York
- 2884. Montgomery (NY), County of, New York
- 2885. Mount Sinai Fire District (NY), New York
- 2886. Mount Vernon (NY), City of, New York
- 2887. Nassau (NY), County of, New York
- 2888. Nassau University Medical Center (NY), New York
- 2889. Nesconset Fire District (NY), New York
- 2890. New Hyde Park (NY), Incorporated Village of, New York
- 2891. New York (NY), City of, New York
- 2892. Niagara (NY), County of, New York
- 2893. Nissequogue (NY), Incorporated Village of, New York
- 2894. North Hempstead (NY), Town of, New York
- 2895. North Merrick Fire District (NY), New York
- 2896. North Patchogue Fire District (NY), New York
- 2897. Northport (NY), Incorporated Village of, New York
- 2898. Ogdensburg (NY), City of, New York
- 2899. Old Westbury (NY), Incorporated Village of, New York
- 2900. Oneida (NY), County of, New York
- 2901. Onondaga (NY), County of, New York
- 2902. Ontario (NY), County of, New York
- 2903. Orange (NY), County of, New York
- 2904. Orangetown (NY), Town of, New York
- 2905. Orleans (NY), County of, New York
- 2906. Oswego (NY), County of, New York
- 2907. Otsego (NY), County of, New York
- 2908. Oyster Bay (NY), Town of, New York
- 2909. Patchogue (NY), Incorporated Village of, New York
- 2910. Plainview - Old Bethpage Public Library (NY), New York
- 2911. Plattsburgh (NY), City of, New York
- 2912. Poquott (NY), Incorporated Village of, New York
- 2913. Port Washington North (NY), Village of, New York
- 2914. Port Washington Water District (NY), New York
- 2915. Poughkeepsie (NY), City of, New York
- 2916. Poughkeepsie (NY), Town of, New York

## DRAFT – SUBJECT TO CHANGE FOR QUALITY CONTROL PURPOSES

2917. Putnam (NY), County of, New York
2918. Ramapo (NY), Town of, New York
2919. Rensselaer (NY), County of, New York
2920. Ridge Fire District (NY), New York
2921. Riverhead (NY), Town of, New York
2922. Rochester (NY), City of, New York
2923. Rockland (NY), County of, New York
2924. Rockville Centre Public Library (NY), New York
2925. Rome (NY), City of, New York
2926. Rosalyn Water District (NY), New York
2927. Saltaire (NY), Village of, New York
2928. Saratoga (NY), County of, New York
2929. Saratoga Springs (NY), City of, New York
2930. Schenectady (NY), City of, New York
2931. Schenectady (NY), County of, New York
2932. Schoharie (NY), County of, New York
2933. Schuylar (NY), County of, New York
2934. Seneca (NY), County of, New York
2935. Smithtown (NY), Town of, New York
2936. Smithtown Fire District (NY), New York
2937. South Farmingdale Fire District (NY), New York
2938. Southampton (NY), Town of, New York
2939. Southold (NY), Town of, New York
2940. St. James Fire District (NY), New York
2941. St. Lawrence (NY), County of, New York
2942. Steuben (NY), County of, New York
2943. Stewart Manor (NY), Village of, New York
2944. Stony Brook Fire District (NY), New York
2945. Stony Point (NY), Town of, New York
2946. Suffern (NY), Village of, New York
2947. Suffolk (NY), County of, New York
2948. Sullivan (NY), County of, New York
2949. Syracuse (NY), City of, New York
2950. The Branch (NY), Village of, New York
2951. Tioga (NY), County of, New York
2952. Tompkins (NY), County of, New York
2953. Tonawanda (NY), Town of, New York
2954. Troy (NY), City of, New York
2955. Ulster (NY), County of, New York
2956. Uniondale Fire District (NY), New York
2957. Utica (NY), City of, New York
2958. Valley Stream (NY), Incorporated Village of, New York
2959. Wappinger (NY), Town of, New York
2960. Wappingers Falls (NY), Village of, New York
2961. Wappingers Falls (NY), City of, New York
2962. Wappingers Falls (NY), Town of, New York
2963. Warren (NY), County of, New York
2964. Washington (NY), County of, New York
2965. West Hampton Dunes (NY), Incorporated Village of, New York
2966. West Haverstraw (NY), Village of, New York
2967. West Hempstead Public Library (NY), New York
2968. Westbury (NY), Incorporated Village of, New York
2969. Westchester (NY), County of, New York
2970. Wyoming (NY), County of, New York
2971. Yates (NY), County of, New York
2972. Yonkers (NY), City of, New York
2973. Alamance (NC), County of, North Carolina
2974. Alexander (NC), County of, North Carolina
2975. Alleghany (NC), County of, North Carolina
2976. Anson (NC), County of, North Carolina
2977. Ashe (NC), County of, North Carolina
2978. Beaufort (NC), County of, North Carolina
2979. Bertie (NC), County of, North Carolina
2980. Bladen (NC), County of, North Carolina
2981. Brunswick (NC), County of, North Carolina
2982. Buncombe (NC), County of, North Carolina
2983. Burke (NC), County of, North Carolina
2984. Cabarrus (NC), County of, North Carolina
2985. Caldwell (NC), County of, North Carolina
2986. Camden (NC), County of, North Carolina
2987. Canton (NC), City of, North Carolina
2988. Carteret (NC), County of, North Carolina

## DRAFT – SUBJECT TO CHANGE FOR QUALITY CONTROL PURPOSES

2989. Caswell (NC), County of, North Carolina  
2990. Catawba (NC), County of, North Carolina  
2991. Chatham (NC), County of, North Carolina  
2992. Cherokee (NC), County of, North Carolina  
2993. Chowan (NC), County of, North Carolina  
2994. Cleveland (NC), County of, North Carolina  
2995. Columbus (NC), County of, North Carolina  
2996. Craven (NC), County of, North Carolina  
2997. Cumberland (NC), County of, North Carolina  
2998. Currituck (NC), County of, North Carolina  
2999. Dare (NC), County of, North Carolina  
3000. Davidson (NC), County of, North Carolina  
3001. Davie (NC), County of, North Carolina  
3002. Duplin (NC), County of, North Carolina  
3003. Durham (NC), County of, North Carolina  
3004. Fayetteville (NC), City of, North Carolina  
3005. Forsyth (NC), County of, North Carolina  
3006. Franklin (NC), County of, North Carolina  
3007. Gaston (NC), County of, North Carolina  
3008. Granville (NC), County of, North Carolina  
3009. Greene (NC), County of, North Carolina  
3010. Greensboro (NC), City of, North Carolina  
3011. Guilford (NC), County of, North Carolina  
3012. Halifax (NC), County of, North Carolina  
3013. Haywood (NC), County of, North Carolina  
3014. Henderson (NC), City of, North Carolina  
3015. Hickory (NC), City of, North Carolina  
3016. Iredell (NC), County of, North Carolina  
3017. Jacksonville (NC), City of, North Carolina  
3018. Jones (NC), County of, North Carolina  
3019. Lee (NC), County of, North Carolina  
3020. Lenoir (NC), County of, North Carolina

3021. Lincoln (NC), County of, North Carolina  
3022. Madison (NC), County of, North Carolina  
3023. Martin (NC), County of, North Carolina  
3024. McDowell (NC), County of, North Carolina  
3025. Mecklenburg (NC), County of, North Carolina  
3026. Mitchell (NC), County of, North Carolina  
3027. Moore (NC), County of, North Carolina  
3028. New Hanover (NC), County of, North Carolina  
3029. Onslow (NC), County of, North Carolina  
3030. Orange (NC), County of, North Carolina  
3031. Pamlico (NC), County of, North Carolina  
3032. Pasquotank (NC), County of, North Carolina  
3033. Person (NC), County of, North Carolina  
3034. Pitt (NC), County of, North Carolina  
3035. Polk (NC), County of, North Carolina  
3036. Randolph (NC), County of, North Carolina  
3037. Richmond (NC), County of, North Carolina  
3038. Robeson (NC), County of, North Carolina  
3039. Rockingham (NC), County of, North Carolina  
3040. Rowan (NC), County of, North Carolina  
3041. Rutherford (NC), County of, North Carolina  
3042. Sampson (NC), County of, North Carolina  
3043. Scotland (NC), County of, North Carolina  
3044. Stokes (NC), County of, North Carolina  
3045. Surry (NC), County of, North Carolina  
3046. Tyrrell (NC), County of, North Carolina  
3047. Vance (NC), County of, North Carolina  
3048. Warren (NC), County of, North Carolina  
3049. Washington (NC), County of, North Carolina  
3050. Watauga (NC), County of, North Carolina  
3051. Wayne (NC), County of, North Carolina  
3052. Wilkes (NC), County of, North Carolina

## DRAFT – SUBJECT TO CHANGE FOR QUALITY CONTROL PURPOSES

- 3053. Wilmington (NC), City of, North Carolina
- 3054. Winston-Salem (NC), City of, North Carolina
- 3055. Yadkin (NC), County of, North Carolina
- 3056. Yancey (NC), County of, North Carolina
- 3057. Barnes (ND), County of, North Dakota
- 3058. Benson (ND), County of, North Dakota
- 3059. Bismarck (ND), City of, North Dakota
- 3060. Burleigh (ND), County of, North Dakota
- 3061. Cass (ND), County of, North Dakota
- 3062. Devils Lake (ND), City of, North Dakota
- 3063. Dickey (ND), County of, North Dakota
- 3064. Dunn (ND), County of, North Dakota
- 3065. Eddy (ND), County of, North Dakota
- 3066. Fargo (ND), City of, North Dakota
- 3067. Foster (ND), County of, North Dakota
- 3068. Grand Forks (ND), City of, North Dakota
- 3069. Grand Forks (ND), County of, North Dakota
- 3070. Lamoure (ND), County of, North Dakota
- 3071. Lisbon (ND), City of, North Dakota
- 3072. McKenzie (ND), County of, North Dakota
- 3073. McLean (ND), County of, North Dakota
- 3074. Mercer (ND), County of, North Dakota
- 3075. Mountrail (ND), County of, North Dakota
- 3076. Pembina (ND), County of, North Dakota
- 3077. Pierce (ND), County of, North Dakota
- 3078. Ramsey (ND), County of, North Dakota
- 3079. Ransom (ND), County of, North Dakota
- 3080. Richland (ND), County of, North Dakota
- 3081. Rolette (ND), County of, North Dakota
- 3082. Sargent (ND), County of, North Dakota
- 3083. Stark (ND), County of, North Dakota
- 3084. Towner (ND), County of, North Dakota
- 3085. Walsh (ND), County of, North Dakota
- 3086. Ward (ND), County of, North Dakota
- 3087. Wells (ND), County of, North Dakota
- 3088. Williams (ND), County of, North Dakota
- 3089. Adams (OH), County of, Ohio
- 3090. Akron, (OH), City of, Ohio
- 3091. Allen (OH), County of, Ohio
- 3092. Ashland (OH), City of, Ohio
- 3093. Ashland (OH), County of, Ohio
- 3094. Ashtabula (OH), County of, Ohio
- 3095. Athens (OH), County of, Ohio
- 3096. Auglaize (OH), County of, Ohio
- 3097. Aurora (OH), City of, Ohio
- 3098. Barberton (OH), City of, Ohio
- 3099. Belmont (OH), County of, Ohio
- 3100. Boston (OH), Township of, Ohio
- 3101. Boston Heights (OH), Village of, Ohio
- 3102. Broadview Heights (OH), City of, Ohio
- 3103. Brooklyn Heights (OH), Village of, Ohio
- 3104. Brown (OH), County of, Ohio
- 3105. Brunswick (OH), City of, Ohio
- 3106. Butler (OH), County of, Ohio
- 3107. Carroll (OH), County of, Ohio
- 3108. Champaign (OH), County of, Ohio
- 3109. Cincinnati (OH), City of, Ohio
- 3110. Clermont (OH), County of, Ohio
- 3111. Cleveland (OH), City of, Ohio
- 3112. Clinton (OH), Village of, Ohio
- 3113. Clinton (OH), County of, Ohio
- 3114. Columbiana (OH), County of, Ohio
- 3115. Columbus (OH), City of, Ohio
- 3116. Copley (OH), Township of, Ohio
- 3117. Coshocton (OH), County of, Ohio
- 3118. Coventry (OH), Township of, Ohio
- 3119. Crawford (OH), County of, Ohio
- 3120. Cuyahoga Falls (OH), City of, Ohio
- 3121. Darke (OH), County of, Ohio
- 3122. Dayton (OH), City of, Ohio
- 3123. Delaware (OH), County of, Ohio
- 3124. East Cleveland (OH), City of, Ohio
- 3125. Elyria (OH), City of, Ohio
- 3126. Erie (OH), County of, Ohio
- 3127. Euclid (OH), City of, Ohio
- 3128. Fairfield (OH), City of, Ohio
- 3129. Fairfield (OH), County of, Ohio
- 3130. Fairlawn (OH), City of, Ohio
- 3131. Fayette (OH), County of, Ohio
- 3132. Findlay (OH), City of, Ohio
- 3133. Fostoria (OH), City of, Ohio
- 3134. Four County Board of Alcohol, Drug Addiction and Mental Health Services (OH), Ohio
- 3135. Franklin (OH), County of, Ohio
- 3136. Fulton (OH), County of, Ohio
- 3137. Gallia (OH), County of, Ohio
- 3138. Garfield Heights (OH), City of, Ohio

## DRAFT – SUBJECT TO CHANGE FOR QUALITY CONTROL PURPOSES

- 3139. Geauga (OH), County of, Ohio
- 3140. Green (OH), City of, Ohio
- 3141. Guernsey (OH), County of, Ohio
- 3142. Hamilton (OH), City of, Ohio
- 3143. Hamilton (OH), County of, Ohio
- 3144. Hancock (OH), County of, Ohio
- 3145. Harrison (OH), County of, Ohio
- 3146. Hocking (OH), County of, Ohio
- 3147. Huron (OH), City of, Ohio
- 3148. Huron (OH), County of, Ohio
- 3149. Ironton (OH), City of, Ohio
- 3150. Jackson (OH), County of, Ohio
- 3151. Jefferson (OH), County of, Ohio
- 3152. Kent (OH), City of, Ohio
- 3153. Knox (OH), County of, Ohio
- 3154. Lake (OH), County of, Ohio
- 3155. Lakemore (OH), Village of, Ohio
- 3156. Lakewood (OH), City of, Ohio
- 3157. Lawrence (OH), County of, Ohio
- 3158. Lebanon (OH), City of, Ohio
- 3159. Licking (OH), County of, Ohio
- 3160. Lima (OH), City of, Ohio
- 3161. Logan (OH), County of, Ohio
- 3162. Lorain (OH), City of, Ohio
- 3163. Lorain (OH), County of, Ohio
- 3164. Lucas (OH), County of, Ohio
- 3165. Lucas County Children Services Board of Trustees (OH), Ohio
- 3166. Lyndhurst (OH), City of, Ohio
- 3167. Macedonia (OH), City of, Ohio
- 3168. Mansfield (OH), City of, Ohio
- 3169. Marietta (OH), City of, Ohio
- 3170. Marion (OH), County of, Ohio
- 3171. Mayfield Heights (OH), City of, Ohio
- 3172. Medina (OH), County of, Ohio
- 3173. Meigs (OH), County of, Ohio
- 3174. Mental Health & Recovery Services Board of Allen, Auglaize, and Hardin Counties (OH), Ohio
- 3175. Mental Health & Recovery Services Board of Lucas County (OH), Ohio
- 3176. Mercer (OH), County of, Ohio
- 3177. Miami (OH), County of, Ohio
- 3178. Middletown (OH), City of, Ohio
- 3179. Mogadore (OH), Village of, Ohio
- 3180. Monroe (OH), County of, Ohio
- 3181. Montgomery (OH), County of, Ohio
- 3182. Morrow (OH), County of, Ohio
- 3183. Munroe Falls (OH), City of, Ohio
- 3184. Muskingum (OH), County of, Ohio
- 3185. New Franklin (OH), City of, Ohio
- 3186. Newburgh Heights (OH), Village of, Ohio
- 3187. Noble (OH), County of, Ohio
- 3188. North Olmsted (OH), City of, Ohio
- 3189. North Ridgeville (OH), City of, Ohio
- 3190. North Royalton (OH), City of, Ohio
- 3191. Norton (OH), City of, Ohio
- 3192. Norwalk (OH), City of, Ohio
- 3193. Olmsted Falls (OH), City of, Ohio
- 3194. Ottawa (OH), County of, Ohio
- 3195. Painesville (OH), Township of, Ohio
- 3196. Parma (OH), City of, Ohio
- 3197. Parma Heights (OH), City of, Ohio
- 3198. Peninsula (OH), Village of, Ohio
- 3199. Perry (OH), County of, Ohio
- 3200. Pike (OH), County of, Ohio
- 3201. Portage (OH), County of, Ohio
- 3202. Portsmouth (OH), City of, Ohio
- 3203. Ravenna (OH), City of, Ohio
- 3204. Richfield (OH), Village of, Ohio
- 3205. Richland County Children's Services (OH), Ohio
- 3206. Ross (OH), County of, Ohio
- 3207. Sandusky (OH), City of, Ohio
- 3208. Sandusky (OH), County of, Ohio
- 3209. Scioto (OH), County of, Ohio
- 3210. Seneca (OH), County of, Ohio
- 3211. Seven Hills (OH), City of, Ohio
- 3212. Shelby (OH), County of, Ohio
- 3213. Silver Lake (OH), Village of, Ohio
- 3214. Springfield (OH), Township of, Ohio
- 3215. St. Marys (OH), City of, Ohio
- 3216. Stark (OH), County of, Ohio
- 3217. Stow (OH), City of, Ohio
- 3218. Strongsville (OH), City of, Ohio
- 3219. Tallmadge (OH), City of, Ohio
- 3220. Toledo (OH), City of, Ohio
- 3221. Trumbull (OH), County of, Ohio
- 3222. Tuscarawas (OH), County of, Ohio
- 3223. Valley Fire District (OH), Ohio
- 3224. Van Wert (OH), City of, Ohio
- 3225. Van Wert (OH), County of, Ohio
- 3226. Vinton (OH), County of, Ohio

## DRAFT – SUBJECT TO CHANGE FOR QUALITY CONTROL PURPOSES

- 3227. Warren (OH), City of, Ohio
- 3228. Warrensville Heights (OH), City of, Ohio
- 3229. Washington (OH), County of, Ohio
- 3230. Wayne (OH), County of, Ohio
- 3231. Wickliffe (OH), City of, Ohio
- 3232. Williams (OH), County of, Ohio
- 3233. Wyandot (OH), County of, Ohio
- 3234. Youngstown (OH), City of, Ohio
- 3235. Ada (OK), City of, Oklahoma
- 3236. Altus (OK), City of, Oklahoma
- 3237. Anadarko (OK), City of, Oklahoma
- 3238. Atoka (OK), County of, Oklahoma
- 3239. Beckham (OK), County of, Oklahoma
- 3240. Bethany (OK), City of, Oklahoma
- 3241. Broken Arrow (OK), City of, Oklahoma
- 3242. Burns Flat (OK), City of, Oklahoma
- 3243. Caddo (OK), County of, Oklahoma
- 3244. Choctaw (OK), County of, Oklahoma
- 3245. Cimarron (OK), County of, Oklahoma
- 3246. Cleveland (OK), County of, Oklahoma
- 3247. Coal (OK), County of, Oklahoma
- 3248. Comanche (OK), County of, Oklahoma
- 3249. Craig (OK), County of, Oklahoma
- 3250. Creek (OK), County of, Oklahoma
- 3251. Custer (OK), County of, Oklahoma
- 3252. Delaware (OK), County of, Oklahoma
- 3253. Dewey (OK), County of, Oklahoma
- 3254. Edmond (OK), City of, Oklahoma
- 3255. El Reno (OK), City of, Oklahoma
- 3256. Elk City (OK), City of, Oklahoma
- 3257. Enid (OK), City of, Oklahoma
- 3258. Fort Cobb (OK), City of, Oklahoma
- 3259. Garvin (OK), County of, Oklahoma
- 3260. Grady (OK), County of, Oklahoma
- 3261. Greer (OK), County of, Oklahoma
- 3262. Guthrie (OK), City of, Oklahoma
- 3263. Harmon (OK), County of, Oklahoma
- 3264. Harper (OK), County of, Oklahoma
- 3265. Haskell (OK), County of, Oklahoma
- 3266. Hughes (OK), County of, Oklahoma
- 3267. Jackson (OK), County of, Oklahoma
- 3268. Jefferson (OK), County of, Oklahoma
- 3269. Jenks (OK), City of, Oklahoma
- 3270. Johnston (OK), County of, Oklahoma
- 3271. Kay (OK), County of, Oklahoma
- 3272. Kiowa (OK), County of, Oklahoma
- 3273. Latimer (OK), County of, Oklahoma
- 3274. Lawton (OK), City of, Oklahoma
- 3275. Le Flore (OK), County of, Oklahoma
- 3276. Lincoln (OK), County of, Oklahoma
- 3277. Logan (OK), County of, Oklahoma
- 3278. Love (OK), County of, Oklahoma
- 3279. Major (OK), County of, Oklahoma
- 3280. Mayes (OK), County of, Oklahoma
- 3281. McClain (OK), County of, Oklahoma
- 3282. McCurtain (OK), County of, Oklahoma
- 3283. Midwest City (OK), City of, Oklahoma
- 3284. Muskogee (OK), City of, Oklahoma
- 3285. Muskogee (OK), County of, Oklahoma
- 3286. Mustang (OK), City of, Oklahoma
- 3287. Noble (OK), County of, Oklahoma
- 3288. Nowata (OK), County of, Oklahoma
- 3289. Okfuskee (OK), County of, Oklahoma
- 3290. Oklahoma (OK), County of, Oklahoma
- 3291. Oklahoma City (OK), City of, Oklahoma
- 3292. Okmulgee (OK), County of, Oklahoma
- 3293. Osage (OK), County of, Oklahoma
- 3294. Ottawa (OK), County of, Oklahoma
- 3295. Owasso (OK), City of, Oklahoma
- 3296. Pawnee (OK), County of, Oklahoma
- 3297. Payne (OK), County of, Oklahoma
- 3298. Pittsburg (OK), County of, Oklahoma
- 3299. Ponca City (OK), City of, Oklahoma
- 3300. Pottawatomie (OK), County of, Oklahoma
- 3301. Roger Mills (OK), County of, Oklahoma
- 3302. Rogers (OK), County of, Oklahoma
- 3303. Seminole (OK), City of, Oklahoma
- 3304. Seminole (OK), County of, Oklahoma
- 3305. Shawnee (OK), City of, Oklahoma
- 3306. Stephens (OK), County of, Oklahoma
- 3307. Stillwater (OK), City of, Oklahoma
- 3308. Texas (OK), County of, Oklahoma
- 3309. Tillman (OK), County of, Oklahoma
- 3310. Tulsa (OK), City of, Oklahoma
- 3311. Tulsa (OK), County of, Oklahoma
- 3312. Washington (OK), County of, Oklahoma
- 3313. Woods (OK), County of, Oklahoma
- 3314. Woodward (OK), County of, Oklahoma
- 3315. Yukon (OK), City of, Oklahoma
- 3316. Clackamas (OR), County of, Oregon
- 3317. Clatsop (OR), County of, Oregon
- 3318. Columbia (OR), County of, Oregon



## DRAFT – SUBJECT TO CHANGE FOR QUALITY CONTROL PURPOSES

- 3319. Coos (OR), County of, Oregon
- 3320. Curry (OR), County of, Oregon
- 3321. Jackson (OR), County of, Oregon
- 3322. Josephine (OR), County of, Oregon
- 3323. Lane (OR), County of, Oregon
- 3324. Multnomah (OR), County of, Oregon
- 3325. Portland (OR), City of, Oregon
- 3326. Washington (OR), County of, Oregon
- 3327. Yamhill (OR), County of, Oregon
- 3328. Adams (PA), County of, Pennsylvania
- 3329. Aliquippa (PA), City of, Pennsylvania
- 3330. Allegheny (PA), County of, Pennsylvania
- 3331. Armstrong (PA), County of, Pennsylvania
- 3332. Beaver (PA), County of, Pennsylvania
- 3333. Bedford (PA), County of, Pennsylvania
- 3334. Bensalem (PA), Township of, Pennsylvania
- 3335. Berks (PA), County of (DA), Pennsylvania
- 3336. Bradford (PA), County of, Pennsylvania
- 3337. Bristol (PA), Township of, Pennsylvania
- 3338. Bucks (PA), County of, Pennsylvania
- 3339. Cambria (PA), County of, Pennsylvania
- 3340. Carbon (PA), County of, Pennsylvania
- 3341. Chester (PA), County of, Pennsylvania
- 3342. Clarion (PA), County of, Pennsylvania
- 3343. Clearfield (PA), County of, Pennsylvania
- 3344. Clinton (PA), County of, Pennsylvania
- 3345. Coatesville (PA), City of, Pennsylvania
- 3346. Columbia (PA), County of, Pennsylvania
- 3347. Cumberland (PA), County of, Pennsylvania
- 3348. Dauphin (PA), County of, Pennsylvania
- 3349. Delaware (PA), County of, Pennsylvania
- 3350. Edwardsville (PA), Borough of, Pennsylvania
- 3351. Erie (PA), County of, Pennsylvania
- 3352. Exeter (PA), Borough of, Pennsylvania
- 3353. Fairview (PA), Township of, Pennsylvania
- 3354. Fayette (PA), County of, Pennsylvania
- 3355. Forty Fort (PA), Borough of, Pennsylvania
- 3356. Franklin (PA), County of, Pennsylvania
- 3357. Greene (PA), County of, Pennsylvania
- 3358. Hanover (PA), Township of, Pennsylvania
- 3359. Hazleton (PA), City of, Pennsylvania
- 3360. Huntingdon (PA), County of, Pennsylvania
- 3361. Indiana (PA), County of, Pennsylvania
- 3362. Kingston (PA), Borough of, Pennsylvania
- 3363. Lackawanna (PA), County of, Pennsylvania
- 3364. Lawrence (PA), County of, Pennsylvania
- 3365. Lehigh (PA), County of (DA), Pennsylvania
- 3366. Lock Haven (PA), City of, Pennsylvania
- 3367. Lower Makefield (PA), Township of, Pennsylvania
- 3368. Lower Southampton (PA), Township of, Pennsylvania
- 3369. Luzerne (PA), County of, Pennsylvania
- 3370. Lycoming (PA), County of, Pennsylvania
- 3371. Mahoning (PA), Township of, Pennsylvania
- 3372. Mercer (PA), County of, Pennsylvania
- 3373. Middletown (PA), Township of, Pennsylvania
- 3374. Monroe (PA), County of, Pennsylvania
- 3375. Morrisville (PA), Borough of, Pennsylvania
- 3376. Nanticoke (PA), City of, Pennsylvania
- 3377. New Castle (PA), City of, Pennsylvania
- 3378. Newtown (PA), Township of, Pennsylvania
- 3379. Norristown (PA), Municipality of, Pennsylvania
- 3380. Northampton (PA), County of, Pennsylvania
- 3381. Northumberland (PA), County of, Pennsylvania
- 3382. Philadelphia (PA), City of, Pennsylvania
- 3383. Pike (PA), County of, Pennsylvania
- 3384. Pittsburgh (PA), City of, Pennsylvania
- 3385. Plains (PA), Township of, Pennsylvania
- 3386. Schuylkill (PA), County of, Pennsylvania
- 3387. Sugar Notch (PA), Borough of, Pennsylvania
- 3388. Tioga (PA), County of, Pennsylvania

## DRAFT – SUBJECT TO CHANGE FOR QUALITY CONTROL PURPOSES

- 3389. Union (PA), Township of, Pennsylvania
- 3390. Wampum (PA), Borough of, Pennsylvania
- 3391. Warminster (PA), Township of, Pennsylvania
- 3392. Warrington (PA), Township of, Pennsylvania
- 3393. Washington (PA), County of, Pennsylvania
- 3394. West Norriton (PA), Township of, Pennsylvania
- 3395. West Pittston (PA), Borough of, Pennsylvania
- 3396. Westmoreland (PA), County of, Pennsylvania
- 3397. Wilkes-Barre (PA), Township of, Pennsylvania
- 3398. Wilkes-Barre (PA), City of, Pennsylvania
- 3399. Wright (PA), Township of, Pennsylvania
- 3400. Wyoming (PA), Borough of, Pennsylvania
- 3401. Wyoming (PA), County of, Pennsylvania
- 3402. York (PA), County of, Pennsylvania
- 3403. Adjuntas (PR), Municipality of, Puerto Rico
- 3404. Arroyo (PR), Municipality of, Puerto Rico
- 3405. Barceloneta (PR), Municipality of, Puerto Rico
- 3406. Bayamon (PR), Municipality of, Puerto Rico
- 3407. Caguas (PR), Municipality of, Puerto Rico
- 3408. Canóvanas (PR), Municipality of, Puerto Rico
- 3409. Catano (PR), Municipality of, Puerto Rico
- 3410. Cayey (PR), Municipality of, Puerto Rico
- 3411. Ceiba (PR), Municipality of, Puerto Rico
- 3412. Cidra (PR), Municipality of, Puerto Rico
- 3413. Coamo (PR), Municipality of, Puerto Rico
- 3414. Guayanilla (PR), Municipality of, Puerto Rico
- 3415. Isla De Vieques (PR), Municipality of, Puerto Rico
- 3416. Juncos (PR), Municipality of, Puerto Rico
- 3417. Loiza (PR), Municipality of, Puerto Rico
- 3418. Rio Grande (PR), Municipality of, Puerto Rico
- 3419. Sabana Grande (PR), Municipality of, Puerto Rico
- 3420. San Juan (PR), Municipality of, Puerto Rico
- 3421. Vega Alta (PR), Municipality of, Puerto Rico
- 3422. Villalba (PR), Municipality of, Puerto Rico
- 3423. Yabucoa (PR), Municipality of, Puerto Rico
- 3424. Barrington (RI), Town of, Rhode Island
- 3425. Bristol (RI), Town of, Rhode Island
- 3426. Burrillville (RI), Town of, Rhode Island
- 3427. Central Falls (RI), City of, Rhode Island
- 3428. Charlestown (RI), Town of, Rhode Island
- 3429. Coventry (RI), Town of, Rhode Island
- 3430. Cranston (RI), City of, Rhode Island
- 3431. Cumberland (RI), Town of, Rhode Island
- 3432. East Greenwich (RI), Town of, Rhode Island
- 3433. East Providence (RI), City of, Rhode Island
- 3434. Foster (RI), Town of, Rhode Island
- 3435. Glocester (RI), Town of, Rhode Island
- 3436. Hopkinton (RI), Town of, Rhode Island
- 3437. Jamestown (RI), Town of, Rhode Island
- 3438. Johnston (RI), Town of, Rhode Island
- 3439. Middletown (RI), Town of, Rhode Island
- 3440. Narragansett (RI), Town of, Rhode Island
- 3441. Newport (RI), City of, Rhode Island
- 3442. North Kingstown (RI), Town of, Rhode Island
- 3443. North Providence (RI), Town of, Rhode Island
- 3444. Pawtucket (RI), City of, Rhode Island
- 3445. Portsmouth (RI), Town of, Rhode Island
- 3446. Providence (RI), City of, Rhode Island
- 3447. Richmond (RI), Town of, Rhode Island
- 3448. Scituate (RI), Town of, Rhode Island
- 3449. Smithfield (RI), Town of, Rhode Island

## DRAFT – SUBJECT TO CHANGE FOR QUALITY CONTROL PURPOSES

3450. South Kingstown (RI), Town of, Rhode Island  
3451. Warren (RI), Town of, Rhode Island  
3452. Warwick (RI), City of, Rhode Island  
3453. West Greenwich (RI), Town of, Rhode Island  
3454. West Warwick (RI), Town of, Rhode Island  
3455. Westerly (RI), Town of, Rhode Island  
3456. Woonsocket (RI), City of, Rhode Island  
3457. Abbeville (SC), County of, South Carolina  
3458. Aiken (SC), County of, South Carolina  
3459. Allendale (SC), County of, South Carolina  
3460. Anderson (SC), County of, South Carolina  
3461. Bamberg (SC), County of, South Carolina  
3462. Barnwell (SC), County of, South Carolina  
3463. Beaufort (SC), County of, South Carolina  
3464. Berkeley (SC), County of, South Carolina  
3465. Calhoun (SC), County of, South Carolina  
3466. Charleston (SC), City of, South Carolina  
3467. Charleston (SC), County of, South Carolina  
3468. Cherokee (SC), County of, South Carolina  
3469. Chester (SC), City of, South Carolina  
3470. Chester (SC), County of, South Carolina  
3471. Chesterfield (SC), County of, South Carolina  
3472. Clarendon (SC), County of, South Carolina  
3473. Colleton (SC), County of, South Carolina  
3474. Columbia (SC), City of, South Carolina  
3475. Dillon (SC), County of, South Carolina  
3476. Dorchester (SC), County of, South Carolina  
3477. Edgefield (SC), County of, South Carolina  
3478. Fairfield (SC), County of, South Carolina  
3479. Florence (SC), County of, South Carolina

3480. Georgetown (SC), County of, South Carolina  
3481. Georgetown City (SC), City of, South Carolina  
3482. Greenville (SC), County of, South Carolina  
3483. Greenwood (SC), County of, South Carolina  
3484. Hampton (SC), County of, South Carolina  
3485. Horry (SC), County of, South Carolina  
3486. Jasper (SC), County of, South Carolina  
3487. Kershaw (SC), County of, South Carolina  
3488. Kershaw County Hospital Board (SC), South Carolina  
3489. Lancaster (SC), County of, South Carolina  
3490. Laurens (SC), County of, South Carolina  
3491. Lee (SC), County of, South Carolina  
3492. Lexington (SC), County of, South Carolina  
3493. Marion (SC), County of, South Carolina  
3494. Marlboro (SC), County of, South Carolina  
3495. McCormick (SC), County of, South Carolina  
3496. Mount Pleasant (SC), Town of, South Carolina  
3497. Myrtle Beach (SC), City of, South Carolina  
3498. Newberry (SC), County of, South Carolina  
3499. North Charleston (SC), City of, South Carolina  
3500. Oconee (SC), County of, South Carolina  
3501. Orangeburg (SC), City of, South Carolina  
3502. Orangeburg (SC), County of, South Carolina  
3503. Pickens (SC), County of, South Carolina  
3504. Richland (SC), County of, South Carolina  
3505. Saluda (SC), County of, South Carolina  
3506. Spartanburg (SC), County of, South Carolina  
3507. Summerville (SC), Town of, South Carolina

## DRAFT – SUBJECT TO CHANGE FOR QUALITY CONTROL PURPOSES

- 3508. Sumter (SC), County of, South Carolina
- 3509. Union (SC), County of, South Carolina
- 3510. Williamsburg (SC), County of, South Carolina
- 3511. York (SC), County of, South Carolina
- 3512. Pennington (SD), County of, South Dakota
- 3513. Arlington (TN), Town of, Tennessee
- 3514. Blount (TN), County of, Tennessee
- 3515. Campbell (TN), County of, Tennessee
- 3516. Cannon (TN), County of, Tennessee
- 3517. Centerville (TN), Town of, Tennessee
- 3518. Claiborne (TN), County of, Tennessee
- 3519. Clarksville (TN), City of, Tennessee
- 3520. Crockett (TN), County of, Tennessee
- 3521. Dandridge (TN), Town of, Tennessee
- 3522. Decatur (TN), County of, Tennessee
- 3523. Decatur (TN), Town of, Tennessee
- 3524. Fentress (TN), County of, Tennessee
- 3525. Gatlinburg (TN), City of, Tennessee
- 3526. Germantown (TN), City of, Tennessee
- 3527. Greene (TN), County of, Tennessee
- 3528. Hamilton (TN), County of, Tennessee
- 3529. Hancock (TN), County of, Tennessee
- 3530. Hawkins (TN), County of, Tennessee
- 3531. Haywood (TN), County of, Tennessee
- 3532. Henderson (TN), County of, Tennessee
- 3533. Jefferson (TN), County of, Tennessee
- 3534. Johnson (TN), County of, Tennessee
- 3535. Lauderdale (TN), County of, Tennessee
- 3536. Lexington (TN), City of, Tennessee
- 3537. Madison (TN), County of, Tennessee
- 3538. Maryville (TN), City of, Tennessee
- 3539. Memphis (TN), City of, Tennessee
- 3540. Millington (TN), City of, Tennessee
- 3541. Montgomery (TN), County of, Tennessee
- 3542. Morgan (TN), County of, Tennessee
- 3543. Nashville & Davidson (TN), City of/County of, Tennessee
- 3544. Obion (TN), County of, Tennessee
- 3545. Overton (TN), County of, Tennessee
- 3546. Pickett (TN), County of, Tennessee
- 3547. Pigeon Forge (TN), City of, Tennessee
- 3548. Ripley (TN), City of, Tennessee
- 3549. Rutherford (TN), County of, Tennessee
- 3550. Scott (TN), County of, Tennessee
- 3551. Shelby (TN), County of, Tennessee
- 3552. Smith (TN), County of, Tennessee
- 3553. Sumner (TN), County of, Tennessee
- 3554. Washington (TN), County of, Tennessee
- 3555. Williamson (TN), County of, Tennessee
- 3556. Angelina (TX), County of, Texas
- 3557. Bailey (TX), County of, Texas
- 3558. Bastrop (TX), County of, Texas
- 3559. Bee (TX), County of, Texas
- 3560. Bexar (TX), County of, Texas
- 3561. Bexar County Hospital District (TX), Texas
- 3562. Blanco (TX), County of, Texas
- 3563. Bowie (TX), County of, Texas
- 3564. Brazos (TX), County of, Texas
- 3565. Brooks (TX), County of, Texas
- 3566. Burleson (TX), County of, Texas
- 3567. Burnet (TX), County of, Texas
- 3568. Caldwell (TX), County of, Texas
- 3569. Calhoun (TX), County of, Texas
- 3570. Cameron (TX), County of, Texas
- 3571. Camp (TX), County of, Texas
- 3572. Cass (TX), County of, Texas
- 3573. Castro (TX), County of, Texas
- 3574. Cherokee (TX), County of, Texas
- 3575. Childress (TX), County of, Texas
- 3576. Clay (TX), County of, Texas
- 3577. Colorado (TX), County of, Texas
- 3578. Cooke (TX), County of, Texas
- 3579. Coryell (TX), County of, Texas
- 3580. Dallas (TX), County of, Texas
- 3581. Dallas County Hospital District (TX), Texas
- 3582. Delta (TX), County of, Texas
- 3583. Dimmit (TX), County of, Texas
- 3584. Duval (TX), County of, Texas
- 3585. Eagle Pass (TX), City of, Texas
- 3586. Ector (TX), County of, Texas
- 3587. El Paso (TX), County of, Texas
- 3588. Ellis (TX), County of, Texas
- 3589. Falls (TX), County of, Texas
- 3590. Fannin (TX), County of, Texas
- 3591. Fort Bend (TX), County of, Texas
- 3592. Franklin (TX), County of, Texas
- 3593. Freestone (TX), County of, Texas
- 3594. Galveston (TX), County of, Texas
- 3595. Grayson (TX), County of, Texas

DRAFT – SUBJECT TO CHANGE FOR QUALITY CONTROL PURPOSES

- 3596. Guadalupe (TX), County of, Texas
- 3597. Guadalupe Valley Hospital (TX), Texas
- 3598. Hardin (TX), County of, Texas
- 3599. Harris (TX), County of, Texas
- 3600. Harris County Hospital District (TX), Texas
- 3601. Harrison (TX), County of, Texas
- 3602. Haskell (TX), County of, Texas
- 3603. Hays (TX), County of, Texas
- 3604. Henderson (TX), County of, Texas
- 3605. Hidalgo (TX), County of, Texas
- 3606. Hopkins (TX), County of, Texas
- 3607. Houston (TX), City of, Texas
- 3608. Houston (TX), County of, Texas
- 3609. Irving Independent School District (TX), Texas
- 3610. Jasper (TX), County of, Texas
- 3611. Jefferson (TX), County of, Texas
- 3612. Jim Hogg (TX), County of, Texas
- 3613. Jim Wells (TX), County of, Texas
- 3614. Johnson (TX), County of, Texas
- 3615. Jones (TX), County of, Texas
- 3616. Kaufman (TX), County of, Texas
- 3617. Kendall (TX), County of, Texas
- 3618. Kerr (TX), County of, Texas
- 3619. Kinney (TX), County of, Texas
- 3620. Kleberg (TX), County of, Texas
- 3621. Lamar (TX), County of, Texas
- 3622. Laredo (TX), City of, Texas
- 3623. LaSalle (TX), County of, Texas
- 3624. Leon (TX), County of, Texas
- 3625. Leon Valley (TX), City of, Texas
- 3626. Liberty (TX), County of, Texas
- 3627. Limestone (TX), County of, Texas
- 3628. Lubbock (TX), County of, Texas
- 3629. Madison (TX), County of, Texas
- 3630. Marion (TX), County of, Texas
- 3631. Maverick (TX), County of, Texas
- 3632. McLennan (TX), County of, Texas
- 3633. McMullen (TX), County of, Texas
- 3634. Milam (TX), County of, Texas
- 3635. Mitchell (TX), County of, Texas
- 3636. Montgomery (TX), County of, Texas
- 3637. Morris (TX), County of, Texas
- 3638. Nacogdoches (TX), County of, Texas
- 3639. Newton (TX), County of, Texas
- 3640. Nolan (TX), County of, Texas
- 3641. Nueces (TX), County of, Texas
- 3642. Nueces County Hospital District (TX), Texas
- 3643. Ochiltree County Hospital District (TX), Texas
- 3644. Orange (TX), County of, Texas
- 3645. Palo Pinto County Hospital District (TX), Texas
- 3646. Panola (TX), County of, Texas
- 3647. Parker (TX), County of, Texas
- 3648. Polk (TX), County of, Texas
- 3649. Potter (TX), County of, Texas
- 3650. Red River (TX), County of, Texas
- 3651. Roberts (TX), County of, Texas
- 3652. Robertson (TX), County of, Texas
- 3653. Rockwall (TX), County of, Texas
- 3654. Rusk (TX), County of, Texas
- 3655. San Antonio (TX), City of, Texas
- 3656. San Patricio (TX), County of, Texas
- 3657. San Saba (TX), County of, Texas
- 3658. Shackelford (TX), County of, Texas
- 3659. Shelby (TX), County of, Texas
- 3660. Smith (TX), County of, Texas
- 3661. Socorro Independent School District (TX), Texas
- 3662. Stephens (TX), County of, Texas
- 3663. Tarrant (TX), County of, Texas
- 3664. Tarrant County Hospital District (TX), Texas
- 3665. Terrell (TX), County of, Texas
- 3666. Texarkana Independent School District (TX), Texas
- 3667. Throckmorton (TX), County of, Texas
- 3668. Titus (TX), County of, Texas
- 3669. Travis (TX), County of, Texas
- 3670. Trinity (TX), County of, Texas
- 3671. Upshur (TX), County of, Texas
- 3672. Uvalde (TX), County of, Texas
- 3673. Van Zandt (TX), County of, Texas
- 3674. Walker (TX), County of, Texas
- 3675. Waller (TX), County of, Texas
- 3676. Webb (TX), County of, Texas
- 3677. West Wharton County Hospital District (TX), Texas
- 3678. Wichita (TX), County of, Texas
- 3679. Williamson (TX), County of, Texas
- 3680. Wilson (TX), County of, Texas

DRAFT – SUBJECT TO CHANGE FOR QUALITY CONTROL PURPOSES

- 3681. Wilson County Memorial Hospital District (TX), Texas
- 3682. Wood (TX), County of, Texas
- 3683. Zavala (TX), County of, Texas
- 3684. Beaver (UT), County of, Utah
- 3685. Cache (UT), County of, Utah
- 3686. Carbon (UT), County of, Utah
- 3687. Daggett (UT), County of, Utah
- 3688. Davis (UT), County of, Utah
- 3689. Duchesne (UT), County of, Utah
- 3690. Emery (UT), County of, Utah
- 3691. Garfield (UT), County of, Utah
- 3692. Grand (UT), County of, Utah
- 3693. Iron (UT), County of, Utah
- 3694. Juab (UT), County of, Utah
- 3695. Kane (UT), County of, Utah
- 3696. Millard (UT), County of, Utah
- 3697. Piute (UT), County of, Utah
- 3698. Rich (UT), County of, Utah
- 3699. Salt Lake (UT), County of, Utah
- 3700. San Juan (UT), County of, Utah
- 3701. Sanpete (UT), County of, Utah
- 3702. Sevier (UT), County of, Utah
- 3703. Summit (UT), County of, Utah
- 3704. Tooele (UT), County of, Utah
- 3705. Tri-County Health Department (UT), Utah
- 3706. Uintah (UT), County of, Utah
- 3707. Utah (UT), County of, Utah
- 3708. Wasatch (UT), County of, Utah
- 3709. Washington (UT), County of, Utah
- 3710. Wayne (UT), County of, Utah
- 3711. Weber (UT), County of, Utah
- 3712. Bennington (VT), Town of, Vermont
- 3713. Brattleboro (VT), Town of, Vermont
- 3714. Sharon (VT), Town of, Vermont
- 3715. St. Albans (VT), City of, Vermont
- 3716. Accomack (VA), County of, Virginia
- 3717. Alexandria (VA), City of, Virginia
- 3718. Alleghany (VA), County of, Virginia
- 3719. Amherst (VA), County of, Virginia
- 3720. Arlington (VA), County of, Virginia
- 3721. Bland (VA), County of, Virginia
- 3722. Botetourt (VA), County of, Virginia
- 3723. Bristol (VA), City of, Virginia
- 3724. Buchanan (VA), County of, Virginia
- 3725. Buena Vista (VA), City of, Virginia
- 3726. Carroll (VA), County of, Virginia
- 3727. Charlotte (VA), County of, Virginia
- 3728. Chesapeake (VA), City of, Virginia
- 3729. Chesterfield (VA), County of, Virginia
- 3730. Covington (VA), City of, Virginia
- 3731. Culpeper (VA), County of, Virginia
- 3732. Cumberland (VA), County of, Virginia
- 3733. Danville (VA), City of, Virginia
- 3734. Dickenson (VA), County of, Virginia
- 3735. Dinwiddie (VA), County of, Virginia
- 3736. Emporia (VA), City of, Virginia
- 3737. Fairfax (VA), City of, Virginia
- 3738. Fairfax (VA), County of, Virginia
- 3739. Fauquier (VA), County of, Virginia
- 3740. Floyd (VA), County of, Virginia
- 3741. Franklin (VA), County of, Virginia
- 3742. Frederick (VA), County of, Virginia
- 3743. Fredericksburg (VA), City of, Virginia
- 3744. Galax (VA), City of, Virginia
- 3745. Giles (VA), County of, Virginia
- 3746. Goochland (VA), County of, Virginia
- 3747. Grayson (VA), County of, Virginia
- 3748. Greensville (VA), County of, Virginia
- 3749. Halifax (VA), County of, Virginia
- 3750. Henrico (VA), County of, Virginia
- 3751. Henry (VA), County of, Virginia
- 3752. Hopewell (VA), City of, Virginia
- 3753. Isle of Wight (VA), County of, Virginia
- 3754. King and Queen (VA), County of, Virginia
- 3755. Lee (VA), County of, Virginia
- 3756. Lexington (VA), City of, Virginia
- 3757. Loudoun (VA), County of, Virginia
- 3758. Louisa (VA), County of, Virginia
- 3759. Madison (VA), County of, Virginia
- 3760. Martinsville (VA), City of, Virginia
- 3761. Mecklenburg (VA), County of, Virginia
- 3762. Montgomery (VA), County of, Virginia
- 3763. Norfolk (VA), City of, Virginia
- 3764. Northampton (VA), County of, Virginia
- 3765. Northumberland (VA), County of, Virginia
- 3766. Norton (VA), City of, Virginia
- 3767. Page (VA), County of, Virginia
- 3768. Patrick (VA), County of, Virginia
- 3769. Pittsylvania (VA), County of, Virginia
- 3770. Portsmouth (VA), City of, Virginia

## DRAFT – SUBJECT TO CHANGE FOR QUALITY CONTROL PURPOSES

- 3771. Prince George (VA), County of, Virginia
- 3772. Prince William (VA), County of, Virginia
- 3773. Pulaski (VA), County of, Virginia
- 3774. Radford (VA), City of, Virginia
- 3775. Richlands (VA), Town of, Virginia
- 3776. Richmond (VA), City of, Virginia
- 3777. Richmond (VA), County of, Virginia
- 3778. Roanoke (VA), City of, Virginia
- 3779. Roanoke (VA), County of, Virginia
- 3780. Rockbridge (VA), County of, Virginia
- 3781. Russell (VA), County of, Virginia
- 3782. Salem (VA), City of, Virginia
- 3783. Scott (VA), County of, Virginia
- 3784. Shenandoah (VA), County of, Virginia
- 3785. Smyth (VA), County of, Virginia
- 3786. Stafford (VA), County of, Virginia
- 3787. Tazewell (VA), County of, Virginia
- 3788. Virginia Beach (VA), City of (Sheriff), Virginia
- 3789. Virginia Beach (VA), City of, Virginia
- 3790. Warren (VA), County of, Virginia
- 3791. Washington (VA), County of, Virginia
- 3792. Waynesboro (VA), City of, Virginia
- 3793. Westmoreland (VA), County of, Virginia
- 3794. Winchester (VA), City of, Virginia
- 3795. Wise (VA), County of, Virginia
- 3796. Wythe (VA), County of, Virginia
- 3797. Anacortes (WA), City of, Washington
- 3798. Bainbridge Island (WA), City of, Washington
- 3799. Burlington (WA), City of, Washington
- 3800. Chelan (WA), County of, Washington
- 3801. Clallam (WA), County of, Washington
- 3802. Clark (WA), County of, Washington
- 3803. Everett (WA), City of, Washington
- 3804. Franklin (WA), County of, Washington
- 3805. Island (WA), County of, Washington
- 3806. Jefferson (WA), County of, Washington
- 3807. Kent (WA), City of, Washington
- 3808. King (WA), County of, Washington
- 3809. Kirkland (WA), City of, Washington
- 3810. Kitsap (WA), County of, Washington
- 3811. Kittitas (WA), County of, Washington
- 3812. La Conner School District (WA), Washington
- 3813. Lakewood (WA), City of, Washington
- 3814. Lewis (WA), County of, Washington
- 3815. Lincoln (WA), County of, Washington
- 3816. Mount Vernon (WA), City of, Washington
- 3817. Mount Vernon School District (WA), Washington
- 3818. Olympia (WA), City of, Washington
- 3819. Pierce (WA), County of, Washington
- 3820. San Juan (WA), County of, Washington
- 3821. Seattle (WA), City of, Washington
- 3822. Sedro-Woolley (WA), City of, Washington
- 3823. Sedro-Woolley School District (WA), Washington
- 3824. Skagit (WA), County of, Washington
- 3825. Snohomish (WA), County of, Washington
- 3826. Spokane (WA), City of, Washington
- 3827. Spokane (WA), County of, Washington
- 3828. Tacoma (WA), City of, Washington
- 3829. Thurston (WA), County of, Washington
- 3830. Vancouver (WA), City of, Washington
- 3831. Walla Walla (WA), County of, Washington
- 3832. Whatcom (WA), County of, Washington
- 3833. Whitman (WA), County of, Washington
- 3834. Addison (a/k/a) Webster Springs (WV), Town of, West Virginia
- 3835. Barbour (WV), County of, West Virginia
- 3836. Barboursville (WV), Village of, West Virginia
- 3837. Beckley (WV), City of, West Virginia
- 3838. Belington (WV), City of, West Virginia
- 3839. Belle (WV), Town of, West Virginia
- 3840. Berkeley (WV), County of, West Virginia
- 3841. Bluefield (WV), City of, West Virginia
- 3842. Board of Education of Mason County Public Schools (WV), West Virginia
- 3843. Boone (WV), County of, West Virginia
- 3844. Braxton (WV), County of, West Virginia
- 3845. Brooke (WV), County of, West Virginia
- 3846. Buckhannon (WV), City of, West Virginia
- 3847. Cabell (WV), County of, West Virginia
- 3848. Calhoun (WV), County of, West Virginia
- 3849. Ceredo (WV), Town of, West Virginia

## DRAFT – SUBJECT TO CHANGE FOR QUALITY CONTROL PURPOSES

- 3850. Charles Town (WV), City of, West Virginia
- 3851. Chesapeake (WV), Town of, West Virginia
- 3852. Clarksburg (WV), City of, West Virginia
- 3853. Clay (WV), County of, West Virginia
- 3854. Clendenin (WV), Town of, West Virginia
- 3855. Delbarton (WV), Town of, West Virginia
- 3856. Doddridge (WV), County of, West Virginia
- 3857. Dunbar (WV), City of, West Virginia
- 3858. Eleanor (WV), Town of, West Virginia
- 3859. Elizabeth (WV), Town of, West Virginia
- 3860. Fairmont (WV), City of, West Virginia
- 3861. Fayette (WV), County of, West Virginia
- 3862. Fort Gay (WV), Town of, West Virginia
- 3863. Gauley Bridge (WV), Town of, West Virginia
- 3864. Gilmer (WV), County of, West Virginia
- 3865. Glenville (WV), Town of, West Virginia
- 3866. Grafton (WV), City of, West Virginia
- 3867. Grant (WV), County of, West Virginia
- 3868. Granville (WV), Town of, West Virginia
- 3869. Greenbrier (WV), County of, West Virginia
- 3870. Hamlin (WV), Town of, West Virginia
- 3871. Hancock (WV), County of, West Virginia
- 3872. Hardy (WV), County of, West Virginia
- 3873. Harrison (WV), County of, West Virginia
- 3874. Harrisville (WV), Town of, West Virginia
- 3875. Huntington (WV), City of, West Virginia
- 3876. Hurricane (WV), City of, West Virginia
- 3877. Jackson (WV), County of, West Virginia
- 3878. Jefferson (WV), County of, West Virginia
- 3879. Junior (WV), Town of, West Virginia
- 3880. Kanawha (WV), County of, West Virginia
- 3881. Kenova (WV), City of, West Virginia
- 3882. Lewis (WV), County of, West Virginia
- 3883. Logan (WV), City of, West Virginia
- 3884. Logan (WV), County of, West Virginia
- 3885. Madison (WV), Town of, West Virginia
- 3886. Man (WV), Town of, West Virginia
- 3887. Marion (WV), County of, West Virginia
- 3888. Marshall (WV), County of, West Virginia
- 3889. Mason (WV), County of, West Virginia
- 3890. Matewan (WV), Town of, West Virginia
- 3891. McDowell (WV), County of, West Virginia
- 3892. Milton (WV), City of, West Virginia
- 3893. Mineral (WV), County of, West Virginia
- 3894. Mingo (WV), County of, West Virginia
- 3895. Monongalia (WV), County of, West Virginia
- 3896. Monroe (WV), County of, West Virginia
- 3897. Montgomery (WV), City of, West Virginia
- 3898. Morgan (WV), County of, West Virginia
- 3899. Moundsville (WV), City of, West Virginia
- 3900. Mullens (WV), City of, West Virginia
- 3901. Nicholas (WV), County of, West Virginia
- 3902. Nitro (WV), City of, West Virginia
- 3903. Oceana (WV), Town of, West Virginia
- 3904. Ohio (WV), County of, West Virginia
- 3905. Parkersburg (WV), City of, West Virginia
- 3906. Pendleton (WV), County of, West Virginia
- 3907. Philippi (WV), City of, West Virginia
- 3908. Pleasants (WV), County of, West Virginia
- 3909. Pocahontas (WV), County of, West Virginia
- 3910. Point Pleasant (WV), City of, West Virginia
- 3911. Preston (WV), County of, West Virginia
- 3912. Princeton (WV), City of, West Virginia
- 3913. Putnam (WV), County of, West Virginia
- 3914. Quinwood (WV), Town of, West Virginia
- 3915. Rainelle (WV), Town of, West Virginia
- 3916. Randolph (WV), County of, West Virginia
- 3917. Ravenswood (WV), Town of, West Virginia
- 3918. Richwood (WV), City of, West Virginia
- 3919. Ripley (WV), City of, West Virginia



## DRAFT – SUBJECT TO CHANGE FOR QUALITY CONTROL PURPOSES

- 3920. Ritchie (WV), County of, West Virginia
- 3921. Roane (WV), County of, West Virginia
- 3922. Romney (WV), Town of, West Virginia
- 3923. Rupert (WV), Town of, West Virginia
- 3924. Saint Albans (WV), City of, West Virginia
- 3925. Smithers (WV), City of, West Virginia
- 3926. Sophia (WV), Town of, West Virginia
- 3927. South Charleston (WV), City of, West Virginia
- 3928. Spencer (WV), City of, West Virginia
- 3929. St. Marys (WV), City of, West Virginia
- 3930. Star City (WV), Town of, West Virginia
- 3931. Summers (WV), County of, West Virginia
- 3932. Summersville (WV), City of, West Virginia
- 3933. Sutton (WV), Town of, West Virginia
- 3934. Taylor (WV), County of, West Virginia
- 3935. Tucker (WV), County of, West Virginia
- 3936. Tyler (WV), County of, West Virginia
- 3937. Upshur (WV), County of, West Virginia
- 3938. Vienna (WV), City of, West Virginia
- 3939. Wayne (WV), County of, West Virginia
- 3940. Webster (WV), County of, West Virginia
- 3941. Weirton (WV), City of, West Virginia
- 3942. West Hamlin (WV), Town of, West Virginia
- 3943. Wetzel (WV), County of, West Virginia
- 3944. White Sulphur Springs (WV), City of, West Virginia
- 3945. Whitesville (WV), Town of, West Virginia
- 3946. Williamstown (WV), City of, West Virginia
- 3947. Winfield (WV), City of, West Virginia
- 3948. Wirt (WV), County of, West Virginia
- 3949. Wood (WV), County of, West Virginia
- 3950. Adams (WI), County of, Wisconsin
- 3951. Ashland (WI), County of, Wisconsin
- 3952. Barron (WI), County of, Wisconsin
- 3953. Bayfield (WI), County of, Wisconsin
- 3954. Brown (WI), County of, Wisconsin
- 3955. Buffalo (WI), County of, Wisconsin
- 3956. Burnett (WI), County of, Wisconsin
- 3957. Calumet (WI), County of, Wisconsin
- 3958. Chippewa (WI), County of, Wisconsin
- 3959. Clark (WI), County of, Wisconsin
- 3960. Columbia (WI), County of, Wisconsin
- 3961. Crawford (WI), County of, Wisconsin
- 3962. Cudahy (WI), City of, Wisconsin
- 3963. Dane (WI), County of, Wisconsin
- 3964. Dodge (WI), County of, Wisconsin
- 3965. Door (WI), County of, Wisconsin
- 3966. Douglas (WI), County of, Wisconsin
- 3967. Dunn (WI), County of, Wisconsin
- 3968. Eau Claire (WI), County of, Wisconsin
- 3969. Florence (WI), County of, Wisconsin
- 3970. Fond du Lac (WI), County of, Wisconsin
- 3971. Forest (WI), County of, Wisconsin
- 3972. Franklin (WI), City of, Wisconsin
- 3973. Grant (WI), County of, Wisconsin
- 3974. Green (WI), County of, Wisconsin
- 3975. Green Lake (WI), County of, Wisconsin
- 3976. Greenfield (WI), City of, Wisconsin
- 3977. Iowa (WI), County of, Wisconsin
- 3978. Iron (WI), County of, Wisconsin
- 3979. Jackson (WI), County of, Wisconsin
- 3980. Janesville (WI), City of, Wisconsin
- 3981. Jefferson (WI), County of, Wisconsin
- 3982. Juneau (WI), County of, Wisconsin
- 3983. Kenosha (WI), City of, Wisconsin
- 3984. Kenosha (WI), County of, Wisconsin
- 3985. Kewaunee (WI), County of, Wisconsin
- 3986. La Crosse (WI), County of, Wisconsin
- 3987. Lafayette (WI), County of, Wisconsin
- 3988. Langlade (WI), County of, Wisconsin
- 3989. Lincoln (WI), County of, Wisconsin
- 3990. Manitowoc (WI), County of, Wisconsin
- 3991. Marathon (WI), County of, Wisconsin
- 3992. Marinette (WI), City of, Wisconsin
- 3993. Marinette (WI), County of, Wisconsin
- 3994. Marquette (WI), County of, Wisconsin
- 3995. Menominee (WI), County of, Wisconsin
- 3996. Milwaukee (WI), City of, Wisconsin
- 3997. Milwaukee (WI), County of, Wisconsin
- 3998. Monroe (WI), County of, Wisconsin
- 3999. Mount Pleasant (WI), Village of, Wisconsin
- 4000. Oak Creek (WI), City of, Wisconsin
- 4001. Oconto (WI), County of, Wisconsin
- 4002. Oneida (WI), County of, Wisconsin
- 4003. Outagamie (WI), County of, Wisconsin
- 4004. Ozaukee (WI), County of, Wisconsin

## DRAFT – SUBJECT TO CHANGE FOR QUALITY CONTROL PURPOSES

- 4005. Pepin (WI), County of, Wisconsin
- 4006. Pierce (WI), County of, Wisconsin
- 4007. Pleasant Prairie (WI), Village of, Wisconsin
- 4008. Portage (WI), County of, Wisconsin
- 4009. Price (WI), County of, Wisconsin
- 4010. Racine (WI), County of, Wisconsin
- 4011. Richland (WI), County of, Wisconsin
- 4012. Rock (WI), County of, Wisconsin
- 4013. Rusk (WI), County of, Wisconsin
- 4014. Sauk (WI), County of, Wisconsin
- 4015. Sawyer (WI), County of, Wisconsin
- 4016. Shawano (WI), County of, Wisconsin
- 4017. Sheboygan (WI), County of, Wisconsin
- 4018. South Milwaukee (WI), City of, Wisconsin
- 4019. St. Croix (WI), County of, Wisconsin
- 4020. Sturtevant (WI), Village of, Wisconsin
- 4021. Superior (WI), City of, Wisconsin
- 4022. Taylor (WI), County of, Wisconsin
- 4023. Trempealeau (WI), County of, Wisconsin
- 4024. Union Grove (WI), Village of, Wisconsin
- 4025. Vernon (WI), County of, Wisconsin
- 4026. Vilas (WI), County of, Wisconsin
- 4027. Walworth (WI), County of, Wisconsin
- 4028. Washburn (WI), County of, Wisconsin
- 4029. Washington (WI), County of, Wisconsin
- 4030. Waukesha (WI), County of, Wisconsin
- 4031. Waupaca (WI), County of, Wisconsin
- 4032. Waushara (WI), County of, Wisconsin
- 4033. Wauwatosa (WI), City of, Wisconsin
- 4034. West Allis (WI), City of, Wisconsin
- 4035. Winnebago (WI), County of, Wisconsin
- 4036. Wood (WI), County of, Wisconsin
- 4037. Yorkville (WI), Village of, Wisconsin
- 4038. Carbon (WY), County of, Wyoming
- 4039. Casper (WY), City of, Wyoming
- 4040. Cheyenne (WY), City of, Wyoming
- 4041. Green River (WY), City of, Wyoming
- 4042. Riverton (WY), City of, Wyoming
- 4043. Rock Springs (WY), City of, Wyoming
- 4044. Sweetwater (WY), County of, Wyoming

**EXHIBIT D**

**[Intentionally Omitted]**

## **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*”).<sup>1</sup>

**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.

---

<sup>1</sup> 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:

<b>PART ONE: TREATMENT</b>
----------------------------

#### **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:<sup>2</sup>

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.

---

<sup>2</sup> 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 medication with other support services.
5. Provide community support services, including social and legal services, to assist in deinstitutionalizing persons with OUD and any co-occurring SUD/MH conditions.
6. Support or expand peer-recovery centers, which may include support groups, social events, computer access, or other services for persons with OUD and any co-occurring SUD/MH conditions.
7. Provide or support transportation to treatment or recovery programs or services for persons with OUD and any co-occurring SUD/MH conditions.
8. Provide employment training or educational services for persons in treatment for or recovery from OUD and any co-occurring SUD/MH conditions.
9. Identify successful recovery programs such as physician, pilot, and college recovery programs, and provide support and technical assistance to increase the number and capacity of high-quality programs to help those in recovery.
10. Engage non-profits, faith-based communities, and community coalitions to support people in treatment and recovery and to support family members in their efforts to support the person with OUD in the family.
11. Provide training and development of procedures for government staff to appropriately interact and provide social and other services to individuals with or in recovery from OUD, including reducing stigma.
12. Support stigma reduction efforts regarding treatment and support for persons with OUD, including reducing the stigma on effective treatment.
13. Create or support culturally appropriate services and programs for persons with OUD and any co-occurring SUD/MH conditions, including 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 (“*PAARF*”);
  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-parent 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.

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

**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.

## **EXHIBIT F**

### **List of States and Overall Allocation Percentages**

<b>Alabama</b>	1.6491291250%
<b>Alaska</b>	0.2619596435%
<b>American Samoa</b>	0.0174609943%
<b>Arizona</b>	2.3755949882%
<b>Arkansas</b>	0.9713856799%
<b>California</b>	9.9213830698%
<b>Colorado</b>	1.6616291219%
<b>Connecticut</b>	1.3399918096%
<b>Delaware</b>	0.4951498892%
<b>District of Columbia</b>	0.2078293111%
<b>Florida</b>	7.0259134409%
<b>Georgia</b>	2.7882080114%
<b>Guam</b>	0.0513089852%
<b>Hawaii</b>	0.3443244815%
<b>Idaho</b>	0.5297889112%
<b>Illinois</b>	3.3263363702%
<b>Indiana</b>	2.2168933059%
<b>Iowa</b>	0.7611448951%
<b>Kansas</b>	0.8077259480%
<b>Kentucky</b>	2.1047890943%
<b>Louisiana</b>	1.5229786769%
<b>Maine</b>	0.5651006743%
<b>Maryland</b>	2.1106090494%
<b>Massachusetts</b>	2.3035761083%
<b>Michigan</b>	3.4020234989%
<b>Minnesota</b>	1.2972597706%
<b>Mississippi</b>	0.8942157086%
<b>Missouri</b>	2.0056475170%
<b>Montana</b>	0.3457758645%
<b>N. Mariana Islands</b>	0.0188110001%
<b>Nebraska</b>	0.4313919963%
<b>Nevada</b>	1.2547155559%
<b>New Hampshire</b>	0.6311550689%
<b>New Jersey</b>	2.7551354545%
<b>New Mexico</b>	0.8623532836%
<b>New York</b>	5.3903813405%

<b>North Carolina</b>	3.2502525994%
<b>North Dakota</b>	0.1878951417%
<b>Ohio</b>	4.3567051408%
<b>Oklahoma</b>	0.3053135060%
<b>Oregon</b>	1.4309172888%
<b>Pennsylvania</b>	4.5882419559%
<b>Puerto Rico</b>	0.7295764154%
<b>Rhode Island</b>	0.4942737092%
<b>South Carolina</b>	1.5905629933%
<b>South Dakota</b>	0.2193860923%
<b>Tennessee</b>	2.6881474977%
<b>Texas</b>	6.2932157196%
<b>Utah</b>	1.1945774957%
<b>Vermont</b>	0.2876050633%
<b>Virgin Islands</b>	0.0343504215%
<b>Virginia</b>	2.2801150757%
<b>Washington</b>	2.3189040182%
<b>West Virginia</b>	1.1438786260%
<b>Wisconsin</b>	1.7582560561%
<b>Wyoming</b>	0.1987475390%

## **EXHIBIT G**

### **Subdivisions Eligible to become Participating Subdivisions and Default Subdivision Fund Allocation Percentages**

The Subdivisions set forth on this Exhibit G are eligible to become Participating Subdivisions. By default, the Subdivisions set forth on this Exhibit G shall include: (1) all Litigating Subdivisions; (2) all counties and parishes in States with functional counties or parishes; (3) all Subdivisions that are the highest level of general purpose government in States without functional counties or parishes; and (4) all other Subdivisions with a population of 10,000 or greater. A State may elect to add any additional Subdivisions to this Exhibit G at any time prior to the Initial Participation Date.

Immediately upon the effectiveness of any State-Subdivision Agreement, Allocation Statute, Statutory Trust, or voluntary redistribution allowed by subsection VI.D.3 (or upon the effectiveness of an amendment to any State-Subdivision Agreement, Allocation Statute, Statutory Trust, or voluntary redistribution allowed by subsection VI.D.3) that addresses allocation from the Subdivision Fund, whether before or after the Initial Participation Date, this Exhibit G will automatically be amended to reflect the allocation from the Subdivision Fund pursuant to the State-Subdivision Agreement, Allocation Statute, Statutory Trust, or voluntary redistribution allowed by subsection VI.D.3.

For the avoidance of doubt, inclusion on this Exhibit G shall not create any claim for any amount of the Settlement Fund, and no such amounts shall be allocated or distributed to any Subdivision included herein if such Subdivision does not otherwise meet all requirements to receive any such funds pursuant to the Agreement.

The Parties recognize the benefits of remediation funds reaching all communities, including through direct payments from the Subdivision Fund. However, to promote efficiency in the use of such funds and avoid administratively-burdensome disbursements that would be too small to add a meaningful abatement response, certain Subdivisions do not receive a direct allocation from the Subdivision Fund. However, such Subdivisions will benefit from Opioid Remediation in their community, and are eligible to receive direct benefits from the Abatement Accounts Fund in their State. All settlement funds, whether allocated to a Settling State, an Abatement Accounts Fund or a Subdivision listed on this Exhibit G can be used for Opioid Remediation in communities not listed herein.

As provided by subsection VI.D.4.c, the Allocation Percentages shown below apply to distribution of each Settling State's Subdivision Fund in the absence of a State-Subdivision Agreement, Allocation Statute, or Statutory Trust. The allocation that would have otherwise gone to Subdivisions not listed below as receiving a direct allocation shall be (1) directed to the county or parish in which such Subdivision is located in Settling States with functional counties or parishes if the relevant county or parish is a Participating Subdivision or (2) to the highest-level general purpose government in which such Subdivision is located in Settling States without functional counties or parishes if the relevant highest-level general purpose government is a Participating Subdivision. Where the relevant county, parish or highest-level General Purpose Government is not a Participating Subdivision, allocations of General Purpose Subdivisions not

listed below as eligible to become Participating Subdivisions shall be allocated pursuant to subsection VII.I. The redirecting of funds described in this paragraph is intended to promote the efficient use of Opioid Remediation funds while keeping, where possible, local control of the distribution of those funds.

This Exhibit G will be updated with Subdivisions eligible to become Participating Subdivisions pursuant to subsection I.77.

## **EXHIBIT H**

### **Participation Tier Determination\***

<b>Participation Tier</b>	<b>Settling States as of the Payment Date (beginning in Payment Year 1)</b>	<b>Percentage of Litigating Subdivisions that Are Participating Subdivisions and/or Subdivisions Subject to a Bar, Case-Specific Resolution, or Settlement Class Resolution in effect as of the Payment Date (beginning in Payment Year 1)</b>	<b>Percentage of Non-Litigating Subdivisions with Populations over 10,000 that Are Participating Subdivisions and/or Subdivisions Subject to a Bar, Case-Specific Resolution, or Settlement Class resolution in effect as of the Payment Date (beginning in Payment Year 1)</b>
1	44	95%	90%
2	45	96%	96%
3	46	97%	97%
4	48	98%	97%

\* The following conditions apply to the determination of Participation Tiers:

1. For the sole purpose of the Participation Tier determination under this Exhibit, the States used to calculate each criterion (including the percentages of Litigating and Non-Litigating Subdivisions in Settling States that are Participating Subdivisions) will include each of the 50 states in the United States, excluding the District of Columbia, American Samoa, Guam, the Northern Mariana Islands, Puerto Rico, and the U.S. Virgin Islands.
2. Assessment of Subdivision participation percentage will be national in scope.
3. For purposes of determining Participation Tiers, “Litigating Subdivisions” includes Special Districts that have brought any Released Claims against any Released Entities. Special Districts shall have their population measured as set forth in subsection XIII.C.
4. The percentage of Litigating Subdivisions and percentage of Non-Litigating Subdivisions with populations over 10,000 will be calculated as follows: Each Litigating Subdivision and each Non-Litigating Subdivision with a population over 10,000 in the States used to calculate the Participation Tier will be assigned a metric reflecting both population and severity (the “Population-Severity Metric”). The Population-Severity Metric shall be the Subdivision’s population plus the Subdivision’s population multiplied by the severity factor for the State of the Subdivision (the severity factors for each State are attached as Exhibit T hereto) and then divided in two, thus giving 50% weight to each of population and population multiplied by the severity factor. The denominator for each percentage shall be the sum total of the Population-Severity Metric for all the Subdivisions in the

relevant category (Litigating Subdivisions or Non-Litigating Subdivisions with populations over 10,000) in the Settling States, notwithstanding that persons may be included within the population (and therefore the Population-Severity Metric) of more than one Subdivision. The numerator will be the sum total of the Population-Severity Metrics of all Subdivisions in the relevant category of Subdivision (*i.e.*, Litigating Subdivisions or Non-Litigating Subdivisions with populations over 10,000) in the Settling States that are either Participating Subdivisions or are subject to a Bar, Case-Specific Resolution, or Settlement Class Resolution, notwithstanding that persons may be included within the population of more than one Subdivision. For the avoidance of doubt, Subdivisions in Non-Settling States are excluded from both the denominator and numerator of the calculations for the percentage of Litigating Subdivisions and percentage of Non-Litigating Subdivisions with populations over 10,000.

5. When the Participation Tier is redetermined annually, Later Participating Subdivisions described in Section VII.E.3 or Section VII.E.4 shall not be included as Participating Subdivisions, and for Subdivisions subject to a Bar, Case-Specific Resolution, or Settlement Class Resolution to be included, the Bar, Case-Specific Resolution, or Settlement Class Resolution must have been in effect both as of the relevant Payment Date and for the entire period since the prior Payment Date.
6. Subdivisions with populations over 10,000 are listed on Exhibit I.



**EXHIBIT I**

**Primary Subdivisions and Subdivisions over 10,000**

[Distributor Agreement Exhibit I to be inserted]

## **EXHIBIT J**

### **Janssen Predecessors and Former Affiliates**

The following includes a non-exclusive list of Janssen's predecessors and former affiliates:

1. Janssen Pharmaceutica, Inc.
2. Janssen Pharmaceutica N.V.
3. Janssen-Cilag Manufacturing, LLC
4. Janssen Global Services, LLC
5. Janssen Ortho LLC
6. Janssen Products, LP
7. Janssen Research & Development, LLC
8. Janssen Supply Group, LLC
9. Janssen Scientific Affairs, LLC
10. JOM Pharmaceutical Services, Inc.
11. OMJ Pharmaceuticals, Inc.
12. Ortho-McNeil Finance Co.
13. Ortho-McNeil Pharmaceutical
14. Ortho-McNeil-Janssen Pharmaceuticals
15. Ortho-McNeil Pharmaceutical Services Division
16. Ortho-McNeil Neurologic
17. Patriot Pharmaceuticals, LLC
18. Pricara, Ortho-McNeil-Janssen Pharmaceuticals
19. Alza Corp.
20. Alza Development Corp.
21. Janssen Supply Chain, Alza Corp.
22. Noramco, Inc.
23. Tasmanian Alkaloids PTY LTD.

## **EXHIBIT K**

### **Settlement Participation Form**

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

The governmental entity identified above (“Governmental Entity”), in order to obtain and in consideration for the benefits provided to the Governmental Entity pursuant to the Settlement Agreement dated July 21, 2021 (“Janssen Settlement”), and acting through the undersigned authorized official, hereby elects to participate in the Janssen Settlement, release all Released Claims against all Released Entities, and agrees as follows.

1. The Governmental Entity is aware of and has reviewed the Janssen Settlement, understands that all terms in this Election and Release have the meanings defined therein, and agrees that by this Election, the Governmental Entity elects to participate in the Janssen Settlement and become a Participating Subdivision as provided therein.
2. The Governmental Entity shall, within 14 days of the Reference Date and prior to the filing of the Consent Judgment, dismiss with prejudice any Released Claims that it has filed.
3. The Governmental Entity agrees to the terms of the Janssen Settlement pertaining to Subdivisions as defined therein.
4. By agreeing to the terms of the Janssen Settlement and becoming a Releasor, the Governmental Entity is entitled to the benefits provided therein, including, if applicable, monetary payments beginning after the Effective Date.
5. The Governmental Entity agrees to use any monies it receives through the Janssen Settlement solely for the purposes provided therein.
6. The Governmental Entity submits to the jurisdiction of the court in the Governmental Entity’s state where the Consent Judgment is filed for purposes limited to that court’s role as provided in, and for resolving disputes to the extent provided in, the Janssen Settlement.
7. The Governmental Entity has the right to enforce the Janssen Settlement as provided therein.

8. The Governmental Entity, as a Participating Subdivision, hereby becomes a Releasor for all purposes in the Janssen Settlement, including but not limited to all provisions of Section IV (Release), and along with all departments, agencies, divisions, boards, commissions, districts, instrumentalities of any kind and attorneys, and any person in their official capacity elected or appointed to serve any of the foregoing and any agency, person, or other entity claiming by or through any of the foregoing, and any other entity identified in the definition of Releasor, provides for a release to the fullest extent of its authority. As a Releasor, the Governmental Entity hereby absolutely, unconditionally, and irrevocably covenants not to bring, file, or claim, or to cause, assist or permit to be brought, filed, or claimed, or to otherwise seek to establish liability for any Released Claims against any Released Entity in any forum whatsoever. The releases provided for in the Janssen Settlement are intended by the Parties to be broad and shall be interpreted so as to give the Released Entities the broadest possible bar against any liability relating in any way to Released Claims and extend to the full extent of the power of the Governmental Entity to release claims. The Janssen Settlement shall be a complete bar to any Released Claim.
9. In connection with the releases provided for in the Janssen Settlement, each Governmental Entity expressly waives, releases, and forever discharges any and all provisions, rights, and benefits conferred by any law of any state or territory of the United States or other jurisdiction, or principle of common law, which is similar, comparable, or equivalent to § 1542 of the California Civil Code, which reads:
- General Release; extent.** A general release does not extend to claims that the creditor or releasing party does not know or suspect to exist in his or her favor at the time of executing the release that, if known by him or her, would have materially affected his or her settlement with the debtor or released party.
- A Releasor may hereafter discover facts other than or different from those which it knows, believes, or assumes to be true with respect to the Released Claims, but each Governmental Entity hereby expressly waives and fully, finally, and forever settles, releases and discharges, upon the Effective Date, any and all Released Claims that may exist as of such date but which Releasors do not know or suspect to exist, whether through ignorance, oversight, error, negligence or through no fault whatsoever, and which, if known, would materially affect the Governmental Entities' decision to participate in the Janssen Settlement.
10. Nothing herein is intended to modify in any way the terms of the Janssen Settlement, to which Governmental Entity hereby agrees. To the extent this Election and Release is interpreted differently from the Janssen Settlement in any respect, the Janssen Settlement controls.

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

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

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

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

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

SPECIMEN

## **EXHIBIT L**

### **Settlement Fund Administrator**

This Exhibit L will be appended to the Agreement prior to the Initial Participation Date pursuant to subsection I.66.

**EXHIBIT M****Settlement Payment Schedule**

<b>Payment # /Year</b>	<b>Suspension Applies to:</b>	<b>Atty Fee, Costs &amp; Additional Restitution Amount</b>	<b>Base</b>	<b>Incentives A, B &amp; C (maximum)</b>	<b>Incentive D (Lookback Payment)</b>	<b>Credit</b>	<b>Total</b>
Payment 1 ED+90 days	None	\$103,244,576	\$282,175,271	---	---	\$14,580,153	\$400,000,000
Payment 2 July 2022	None	---	\$658,320,615	---	---	---	\$658,320,615
Payment 3 July 2023	Bonus	\$93,629,192	---	\$526,905,161	---	\$71,145,032	\$691,679,385
Payment 4 July 2024	Bonus	\$93,629,191	\$259,273,971	\$549,768,597	---	\$47,328,241	\$950,000,000
Payment 5 July 2025	Bonus	\$43,720,414	\$262,463,219	\$634,274,384	---	\$59,541,983	\$1,000,000,000
Payment 6 July 2026	Bonus	\$43,720,414	\$105,720,216	\$54,325,273	---	\$12,900,764	\$216,666,667
Payment 7 July 2027	Bonus & lookback	\$43,720,414	\$63,074,061	\$54,325,273	\$42,646,154	\$12,900,765	\$216,666,667
Payment 8 July 2028	Bonus & lookback	\$43,720,414	\$63,074,060	\$54,325,272	\$42,646,154	\$12,900,766	\$216,666,666
Payment 9 July 2029	Bonus & lookback	---	\$82,748,246	\$78,371,501	\$42,646,154	\$12,900,766	\$216,666,667
Payment 10 July 2030	Base, bonus & lookback	---	\$82,748,248	\$78,371,500	\$42,646,154	\$12,900,765	\$216,666,667
Payment 11 July 2031	Base, bonus & lookback	---	\$82,748,248	\$78,371,500	\$42,646,153	\$12,900,765	\$216,666,666
<b>Total</b>		<b>\$465,384,615</b>	<b>\$1,942,346,155</b>	<b>\$2,109,038,461</b>	<b>\$213,230,769</b>	<b>\$270,000,000</b>	<b>\$5,000,000,000</b>

**NOTES:**

- Any adjustments to attorneys' fees and costs will be addressed in the separate attorneys' fees and costs agreement.

2. The attorneys' fees and costs included in the schedule include the Additional Restitution Amount, which will be paid in lieu of attorneys' fees to Settling States listed on Exhibit N.
3. Any offsets under Section V would also be deducted from the base, Incentive B & C maximum, and Incentive D lookback payments and applied proportionately to all payments.
4. Accelerated payments for Incentive A would adjust figures for base and Incentive B & C payments.
5. The dates of payments shown on the schedule are approximate, and will be determined by subsection V.B.1.



## **EXHIBIT N**

### **Additional Restitution Amount Allocation**

<b>Alabama</b>	2.1169269268%
<b>Alaska</b>	0.3443798454%
<b>American Samoa</b>	0.0219613287%
<b>Arizona</b>	2.9452135100%
<b>California</b>	13.1510781360%
<b>Colorado</b>	2.1897380150%
<b>Connecticut</b>	1.7275419499%
<b>Delaware</b>	0.6508743856%
<b>District of Columbia</b>	0.2811929384%
<b>Georgia</b>	3.7040606512%
<b>Guam</b>	0.0665280480%
<b>Hawaii</b>	0.4710748102%
<b>Illinois</b>	4.3924998997%
<b>Indiana</b>	2.7750263890%
<b>Iowa</b>	1.0610119129%
<b>Kansas</b>	1.0960862986%
<b>Louisiana</b>	2.0857625133%
<b>Maine</b>	0.7470015721%
<b>Maryland</b>	2.6658205590%
<b>Massachusetts</b>	2.9180077435%
<b>Michigan</b>	4.3144215263%
<b>Minnesota</b>	1.7616910858%
<b>Missouri</b>	2.5748706956%
<b>Montana</b>	0.4612247807%
<b>N. Mariana Islands</b>	0.0240110183%
<b>Nebraska</b>	0.5931074216%
<b>New York</b>	8.4314865530%
<b>North Carolina</b>	4.1880762974%
<b>North Dakota</b>	0.2646479540%
<b>Oregon</b>	1.8098698760%
<b>Pennsylvania</b>	5.6817646992%
<b>Rhode Island</b>	0.6444665757%
<b>South Carolina</b>	2.0610356358%
<b>Tennessee</b>	3.3570652958%
<b>Texas</b>	10.8573789344%
<b>Utah</b>	1.5481963920%

<b>Vermont</b>	0.3893298238%
<b>Virgin Islands</b>	0.0453295506%
<b>Virginia</b>	3.0182689455%
<b>Wisconsin</b>	2.2927931680%
<b>Wyoming</b>	0.2691763371%

## **EXHIBIT O**

### **Adoption of a State-Subdivision Agreement**

A State-Subdivision Agreement shall be applied if it meets the requirements of Section VI and is approved by the State and by the State's Subdivisions as follows:

1. *Requirements for Approval.* A State-Subdivision Agreement shall be deemed as agreed to when it has been approved by the State and either (a) Subdivisions whose aggregate "Population Percentages," determined as set forth below, total more than sixty percent (60%), or (b) Subdivisions whose aggregate Population Percentages total more than fifty percent (50%) provided that these Participating Subdivisions also represent fifteen percent (15%) or more of the State's counties or parishes (or, in the case of Settling States whose counties and parishes do not function as local governments, 15% of or more of the Settling State's non-county Subdivisions), by number.
2. *Approval Authority.* Approval by the State shall be by the Attorney General. Approval by a Subdivision shall be by the appropriate official or legislative body pursuant to the required procedures for that Subdivision to agree to a legally binding settlement.
3. *Population Percentage Calculation.* For purposes of this Exhibit O only, Population Percentages shall be determined as follows: For States with functional counties or parishes<sup>3</sup>, the Population Percentage of each county or parish shall be deemed to be equal to (a) (1) 200% of the population of such county or parish, minus (2) the aggregate population of all Primary Incorporated Municipalities located in such county or parish, divided by (b) 200% of the State's population. A "Primary Incorporated Municipality" means a city, town, village or other municipality incorporated under applicable state law with a population of at least 25,000 that is not located within another incorporated municipality. The Population Percentage of each Primary Incorporated Municipality shall be equal to its population (including the population of any incorporated or unincorporated municipality located therein) divided by 200% of the State's population; *provided* that the Population Percentage of a Primary Incorporated Municipality that is not located within a county shall be equal to 200% of its population (including the population of any incorporated or unincorporated municipality located therein) divided by 200% of the State's population. For all States that do not have functional counties or parishes, the Population Percentage of each non-county Subdivision (including any incorporated or unincorporated municipality located therein), shall be equal to its population divided by the State's population.
4. *Preexisting Agreements and Statutory Provisions.* A State may include with the notice to its Subdivisions an existing agreement, a proposed agreement, or statutory provisions regarding the distribution and use of settlement funds and have the acceptance of such an agreement or statutory provision be part of the requirements to be an Initial Participating Subdivision.

---

<sup>3</sup> Certain states do not have counties or parishes that have functional governments, including: Alaska, Connecticut, Massachusetts, Rhode Island, and Vermont.

5. *Revised Agreements.* A State-Subdivision Agreement that has been revised, supplemented, or refined shall be applied if it meets the requirements of Section VI and is approved by the State and by the State's Subdivisions pursuant to the terms above.

## **EXHIBIT P**

### **Injunctive Relief**

#### **A. Definitions Specific to this Exhibit**

1. “*Cancer-Related Pain Care*” means care that provides relief from pain resulting from a patient’s active cancer or cancer treatment as distinguished from treatment provided during remission.
2. “*Janssen*” means Johnson & Johnson, Janssen Pharmaceuticals, Inc., Ortho-McNeil-Janssen Pharmaceuticals, Inc., and Janssen Pharmaceutica, Inc. (collectively, “Janssen”), including all of their subsidiaries, predecessors, successors, current officers, directors, employees, representatives, agents, affiliates, parents, and assigns acting on behalf of Janssen in the United States.
3. “*End-of-Life Care*” means 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.
4. “*Health Care Provider*” means any U.S.-based physician or other health care practitioner who is licensed to provide health care services or to prescribe pharmaceutical products and any medical facility, practice, hospital, clinic, or pharmacy.
5. “*In-Kind Support*” means payment or assistance in the form of goods, commodities, services, or anything else of value.
6. “*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 document, “Lobby” and “Lobbying” include Lobbying directly or indirectly, through grantees or Third Parties.
7. “*Opioid(s)*” means all naturally occurring, synthetic, or semisynthetic substances that interact with opioid receptors and act like opium. For the avoidance of doubt, the term “Opioid(s)” does not include Imodium.
8. “*Opioid Product(s)*” means 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 (i) methadone and other substances when used exclusively to treat opioid abuse, addiction, or overdose; or (ii) raw materials, immediate precursors, and/or active pharmaceutical ingredients (APIs) used in the manufacture or study of Opioids or Opioid Products, but only when such materials, immediate precursors, and/or

APIs are sold or marketed exclusively to DEA-licensed manufacturers or DEA-licensed researchers.

9. “*OD*” means opioid use disorder defined in the *Diagnostic and Statistical Manual of Mental Disorders, Fifth Edition (DSM–5)*, as updated or amended.
10. “*Product(s) for the Treatment of Opioid-Induced Side Effects*” means any over-the-counter or prescription remedy used to treat those side effects identified on the FDA label for any Opioid Product, except that, for purposes of the Agreement, Product(s) for the Treatment of Opioid-Induced Side Effects shall not include products that treat OD or respiratory depression.
11. “*Promote*,” “*Promoting*,” “*Promotion*,” and “*Promotional*” means dissemination of information or other practices intended or reasonably anticipated to increase sales, prescriptions, or that attempts to influence prescribing practices 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 subsection C.2.e-h.
12. “*Third Party(ies)*” means any person or entity other than Janssen or a government entity.
13. “*Treatment of Pain*” means the provision of therapeutic modalities to alleviate or reduce pain.
14. “*Unbranded Information*” means any information that does not identify a specific branded or generic product.

## **B. Ban on Selling and Manufacturing Opioids**

1. Janssen shall not manufacture or sell any Opioids or Opioid Products for distribution in the United States. Janssen represents that prior to the Effective Date, it de-listed all of its Opioid Products and no longer ships any of them to or within the United States. Janssen shall provide notice to the Settling States when the last of the inventory Janssen has shipped has expired.
2. Notwithstanding subsection B.1, above, Janssen may continue to manufacture Nucynta and Nucynta ER (collectively “Nucynta”) in accordance with the terms of its April 2, 2015 contract with Depomed, Inc., rights to which were assigned to Collegium Pharmaceutical, Inc. (“Collegium”) on February 13, 2020, so long as Janssen is not Promoting Nucynta, or selling Nucynta to anyone other than Collegium. Janssen shall not extend, amend, or otherwise alter the terms of its April 2, 2015 contract or enter into any similar agreement related to Nucynta or any other Opioid or Opioid Product. For the term of its April 2, 2015 contract, or until the expiration of subsection B.1, whichever is shorter, Janssen shall make an annual report to the Settling States showing the amount of Nucynta manufactured in accordance with the April 2, 2015 contract.

**C. Ban on Promotion**

1. Janssen shall not engage in 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 involved in determining 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 for Promotion of 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;
  - 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, and providing hyperlinks or otherwise directing internet traffic to advertisements; 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 subsection C.1 directly above, Janssen may:
  - a. Maintain a corporate website;
  - 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];
- d. Provide the following by mail, electronic mail, on or through Janssen'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;
- 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 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 of any Opioid Product;
- 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 program's content without the participation of Janssen; and



- j. Provide information in connection with patient support information on co-pay assistance and 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 information identifies Janssen as the source of the information.
- 3. Janssen shall not engage in the Promotion of Products for the Treatment of Opioid-Induced Side Effects, including but not limited to:
    - a. Employing or contracting with sales representatives or other persons to Promote Products for the Treatment of Opioid-Induced Side Effects to Health Care Providers or patients;
    - b. Using speakers, key opinion leaders, thought leaders, lecturers, and/or speaking events to Promote Products for the Treatment of Opioid-Induced Side Effects;
    - c. Sponsoring, or otherwise providing financial support or In-Kind Support to medical education programs that Promote Products for the Treatment of Opioid-Induced Side Effects;
    - d. Creating, sponsoring, or otherwise providing financial support or In-Kind Support for advertisements that Promote Products for the Treatment of Opioid-Induced Side Effects, including but not limited to internet advertisements or similar content, and providing hyperlinks or otherwise directing internet traffic to advertisements.
  - 4. Notwithstanding subsection C.3 directly above, Janssen may Promote Products for the Treatment of Opioid-Induced Side Effects so long as such Promotion does not associate the product with Opioids or Opioid Products.
  - 5. Treatment of Pain
    - a. Janssen shall not, either through Janssen or through Third Parties, engage in any conduct that Promotes the Treatment of Pain, except that Janssen may continue to Promote the Treatment of Pain with branded non-Opioids, including Tylenol and Motrin.
    - b. Janssen shall not, either through Janssen or through Third Parties, engage in any conduct that Promotes the concept that pain is undertreated, except in connection with Promoting the use of branded non-Opioids, including Tylenol and Motrin, for the Treatment of Pain.
    - c. Janssen 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 otherwise Promotes Opioids or Opioid Products.

6. Notwithstanding subsection C.5 above:
  - a. Janssen may Promote or provide educational information about the Treatment of Pain with non-Opioids or therapies such as acetaminophen or non-steroidal anti-inflammatory drugs (NSAIDs), including Promoting or providing educational information about such non-Opioids or therapies as alternatives to Opioid use, or as part of multimodal therapy which may include Opioid use, so long as such non-Opioid Promotional or educational information does not Promote Opioids or Opioid Products.
  - b. Janssen may provide educational information about the Treatment of Pain related to medical procedures involving devices manufactured or sold by Janssen, including educational information about Opioids or Opioid Products, so long as such information does not Promote Opioids or Opioid Products.
7. The Promotional conduct prohibited in subsection C is not prohibited insofar as it relates to the Promotion of Opioids or Opioid Products for Cancer-Related Pain Care or End-of-Life Care only, and so long as Janssen is identified as the sponsor or source of such Promotional conduct.

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

1. Janssen 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;
2. Janssen shall not offer or pay any remuneration (including any kickback, bribe, or rebate) directly or indirectly, to any person in return for the prescribing, sale, use, or distribution of an Opioid Product; and
3. Janssen's compensation policies and procedures shall ensure compliance with the Agreement.

**E. Ban on Funding/Grants to Third Parties**

1. Janssen shall not directly or indirectly provide financial support or In-Kind Support to any Third Party that primarily engages in conduct that Promotes Opioids, Opioid Products, or Products for the Treatment of Opioid-Induced Side Effects (subject to subsections C.2, C.4, and C.6), including educational programs or websites that Promote Opioids, Opioid Products, or Products for the Treatment of Opioid-Induced Side Effects, excluding financial support otherwise required by the Agreement, a court order, or by a federal or state agency.
2. Janssen shall not create, sponsor, provide financial support or In-Kind Support to, or otherwise operate or control any medical society or patient advocacy group that primarily engages in conduct that Promotes Opioids, Opioid Products, or Products for the Treatment of Opioid-Induced Side Effects.

3. Janssen shall not provide links to any Third Party website or materials or otherwise distribute materials created by a Third Party for the purpose of Promoting Opioids, Opioid Products, or Products for the Treatment of Opioid-Induced Side Effects (subject to subsections C.2, C.4, and C.6).
4. Janssen shall not use, assist, or employ any Third Party to engage in any activity that Janssen itself would be prohibited from engaging in pursuant to the Agreement. To the extent Janssen supports trade groups engaged in Lobbying, Janssen shall stipulate that such support not be used for any purpose prohibited by the Agreement.
5. Janssen 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.
6. Janssen shall not compensate or support Health Care Providers or organizations to advocate for formulary access or treatment guideline changes for the purpose of increasing access to any Opioid Product through third-party payors, 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.
7. No officer or management-level employee of Janssen may concurrently serve as a director, board member, employee, agent, or officer of any entity that primarily engages in conduct that Promotes Opioids, Opioid Products, or Products for the Treatment of Opioid-Induced Side Effects. For the avoidance of doubt, nothing in this provision shall preclude an officer or management-level employee of Janssen from concurrently serving on the board of a hospital.
8. Janssen shall play no role in appointing persons to the board, or hiring persons to the staff, of any entity that primarily engages in conduct that Promotes Opioids, Opioid Products, or Products for the Treatment of Opioid-Induced Side Effects. For the avoidance of doubt, nothing in this paragraph shall prohibit Janssen from fully and accurately responding to unsolicited requests or inquiries about a person's fitness to serve as an employee or Board member at any such entity.

**F. Lobbying Restrictions**

1. Janssen shall not Lobby for the enactment of any federal, state, or local legislative or regulatory provision 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. Has 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. Janssen shall not Lobby against the enactment of any federal, state or local legislative or regulatory provision 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. Janssen shall not Lobby against the enactment of any federal, state or local legislative or regulatory provision 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 subsections F.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 subsection F.1;
  - b. Communications made by Janssen in response to a statute, rule, regulation, or order requiring such communication;

- c. Communications by a Janssen representative appearing before a federal or state legislative or administrative body, committee, or subcommittee as a result of a mandatory order or subpoena commanding that person to testify;
  - d. Responding, in a manner consistent with the Agreement, to an unsolicited request for input on the passage of legislation or the promulgation of any rule or regulation when such request is submitted in writing specifically to Janssen from a government entity directly involved in the passage of that legislation or promulgation of that rule or regulation; or
  - e. Lobbying for or against provisions of legislation or regulation that address other subjects in addition to those identified in subsections F.1-3, so long as the company does not support specific portions of such legislation or regulation covered by subsection F.1 or oppose specific portions of such legislation or regulation covered by subsections F.2-3.
5. Janssen shall provide notice of the prohibitions in subsection F to all employees engaged in Lobbying; shall incorporate the prohibitions in subsection F into trainings provided to Janssen employees engaged in Lobbying; and shall certify to the Settling States that it has provided such notice and trainings to Janssen employees engaged in Lobbying.

**G. Ban on Prescription Savings Programs**

- 1. Janssen 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.
- 2. Janssen shall not directly or indirectly provide financial support to any Third Party for 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.
- 3. Janssen shall not directly or indirectly assist patients, Health Care Providers, or pharmacies with the claims and/or prior authorization process required for third-party payors to approve payment for any Opioid Product.

**H. General Terms**

- 1. Janssen shall not make any written or oral statement about Opioids or any Opioid Product that is unfair, false, misleading, or deceptive as defined under the law of [State]. For purposes of this paragraph, "Opioid Product" shall also include methadone and other substances when used exclusively to treat opioid abuse, addiction, or overdose.

2. Janssen 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 and other substances when used exclusively to treat opioid abuse, addiction, or overdose.
3. For the avoidance of doubt, the Agreement shall not be construed or used as a waiver or limitation of any defense otherwise available to Janssen in any action, and nothing in the Agreement is intended to or shall be construed to prohibit Janssen in any way whatsoever from taking legal or factual positions with regard to any Opioid Product(s) in defense of litigation or other legal proceedings.
4. Upon the request of the [State] Attorney General, Janssen shall provide the [State] Attorney General with copies of the following, within thirty (30) calendar days of the request:
  - a. Any litigation or civil or criminal law enforcement subpoenas or Civil Investigative Demands relating to Janssen’s Opioid Product(s); and
  - b. Warning or untitled letters issued by the FDA regarding Janssen’s Opioid Product(s) and all correspondence between Janssen and the FDA related to such letters.
5. The Agreement applies to conduct that results in the Promotion of Opioids or Opioid Products, or the Treatment of Pain inside the United States.
6. Janssen will enter into the Agreement solely for the purpose of settlement, and nothing contained therein may be taken as or construed to be an admission or concession of any violation of law, rule, or regulation, or of any other matter of fact or law, or of any liability or wrongdoing, all of which Janssen expressly denies. No part of the Agreement, including its statements and commitments, shall constitute evidence of any liability, fault, or wrongdoing by Janssen. The Agreement is not intended for use by any third party for any purpose, including submission to any court for any purpose.
7. Nothing in the Agreement shall be construed to limit or impair Janssen’s ability to:
  - a. Communicate its positions and respond to media inquiries concerning litigation, investigations, reports or other documents or proceedings relating to Janssen or its Opioid Products.
  - b. Maintain a website explaining its litigation positions and responding to allegations concerning its Opioid Products, including the website, [www.factsaboutourprescriptionopioids.com](http://www.factsaboutourprescriptionopioids.com).

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

1. Janssen shall comply with all applicable state laws and regulations that relate to the sale, promotion, distribution, and disposal of Opioids or Opioid Products, including conduct permitted by subsection B.2, provided that nothing in this paragraph requires Janssen to violate federal law or regulations, including but not limited to:
  - a. [State] Controlled Substances Act, including all guidance issued by the applicable state regulator(s);
  - b. [State] Consumer Protection Laws;
  - c. [State] laws, regulations, and guidelines related to opioid prescribing, distribution, and disposal; and
  - d. [State Specific Laws].

**J. Clinical Data Transparency**

1. Janssen agrees to continue sharing clinical trial data under the Yale University Open Data Access (YODA) Project to allow researchers qualified under the program to access the company's proprietary data under the terms of the project.
2. In the event Yale University discontinues or withdraws from the YODA Project agreement with Janssen, Janssen shall make its clinical research data regarding Opioids and Opioid Products, and any additional clinical research data that Janssen sponsors and controls regarding Opioids and Opioid Products, available to an independent entity that is the functional equivalent of the YODA Project under functionally equivalent terms.

**K. Enforcement**

1. For the purposes of resolving disputes with respect to compliance with this Exhibit, should any of the Settling States have a reasonable basis to believe that Janssen has engaged in a practice that violates a provision of this Exhibit subsequent to the Effective Date, such Settling State shall notify Janssen in writing of the specific objection, identify with particularity the provision of the Agreement that the practice appears to violate, and give Janssen thirty (30) days to respond in writing to the notification; provided, however, that a Settling State may take any action if the Settling State believes that, because of the specific practice, a threat to health or safety of the public requires immediate action.
2. Upon receipt of written notice, Janssen shall provide a good faith written response to the Settling State's notification, containing either a statement explaining why Janssen believes it is in compliance with this Exhibit of the Agreement, or a detailed explanation of how the alleged violation occurred and a statement

explaining how Janssen intends to remedy the alleged breach. Nothing in this section shall be interpreted to limit the [State's] civil investigative demand ("CID") or investigative subpoena authority, to the extent such authority exists under applicable law, and Janssen reserves all of its rights in responding to a CID or investigative subpoena issued pursuant to such authority. If Janssen notifies the Settling States in writing that two or more Settling States have notified Janssen of alleged violations, the Settling States that provided notice of alleged violations shall work in good faith to collectively resolve the alleged violation with Janssen before taking any enforcement action(s).

3. The Settling States may agree, in writing, to provide Janssen with additional time beyond thirty (30) days to respond to a notice provided under subsection K.1, above, without Court approval.
4. Upon giving Janssen thirty (30) days to respond to the notification described above, the Settling 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 Janssen that relate to Janssen's compliance with each provision of the Agreement pursuant to that Settling State's CID or investigative subpoena authority.
5. The Settling State may assert any claim that Janssen has violated the Agreement in a separate civil action to enforce compliance with the Agreement, or may seek any other relief afforded by law for violations of the Agreement, but only after providing Janssen an opportunity to respond to the notification described in subsection K.1, above; provided, however, the Settling State may take any action if the Settling State believes that, because of the specific practice, a threat to the health or safety of the public requires immediate action.
6. In the event of a conflict between the requirements of the Agreement and any other law, regulation, or requirement such that Janssen cannot comply with the law without violating the terms of the Agreement or being subject to adverse action, including fines and penalties, Janssen shall document such conflicts and notify the Settling State of the extent to which it will comply with the Agreement in order to eliminate the conflict within thirty (30) days of Janssen's discovery of the conflict. Janssen shall comply with the terms of the Agreement to the fullest extent possible without violating the law.
7. Janssen or any Settling State may request that Janssen and any Settling State meet and confer regarding the resolution of an actual or potential conflict between the Agreement and any other law, 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.

#### **L. Compliance Duration**

1. Subsections B-J shall be effective for 10 years from the Effective Date.



2. Nothing in this Agreement shall relieve Janssen of its independent obligation to fully comply with the laws of [State] after expiration of the 10-year period specified in this subsection.

**M. Compliance Deadlines**

1. Janssen must be in full compliance with the provisions included this Agreement by the Effective Date. Nothing herein shall be construed as permitting Janssen to avoid existing legal obligations.

## **EXHIBIT Q**

### **Non-Released Entities**

The following includes a non-exclusive list of non-Released Entities:

1. Actavis LLC
2. Actavis Pharma, Inc.
3. Allergan PLC
4. Allergan Finance, LLC
5. AmerisourceBergen Corporation
6. AmerisourceBergen Drug Corporation
7. Anda, Inc.
8. Cardinal Health, Inc.
9. Cephalon, Inc.
10. Collegium Pharmaceuticals
11. CVS Health Corp.
12. CVS Pharmacy, Inc.
13. Endo Pharmaceuticals Inc.
14. Endo Health Solutions Inc.
15. Mallinckrodt LLC
16. McKesson Corporation
17. McKinsey & Company Inc.
18. Par Pharmaceutical, Inc.
19. Par Pharmaceutical Companies, Inc.
20. Purdue Pharma L.P.
21. Purdue Pharma Inc.
22. SpecGx LLC
23. Teva Pharmaceuticals USA, Inc.
24. The Purdue Frederick Company
25. Walgreen Co.
26. Walgreens Boots Alliance, Inc.
27. Walmart Inc.
28. Watson Laboratories, Inc.

## **EXHIBIT R**

### **Agreement on Attorneys' Fees, Costs, and Expenses**

This Agreement on Attorneys' Fees, Expenses and Costs ("Fee Agreement"), is entered between Janssen and the Plaintiffs' Executive Committee appointed in the multidistrict litigation in the Northern District of Ohio, *In re National Prescription Opiate Litigation*, No. 1:17-MD-2804 ("MDL PEC"), in connection with the Janssen Master Settlement Agreement ("Janssen Agreement"). This Fee Agreement becomes effective on the Effective Date of the Janssen Agreement or the date that the Consent Judgments anticipated under the Janssen Agreement become final in 25 Settling States (whichever is later). However, the costs specified in paragraphs II.I.1 and II.I.4 of this Fee Agreement that are to be funded pre-Effective Date by Janssen are effective upon agreement in writing with Janssen.

#### **I. Definitions**

- A. This Fee Agreement incorporates all defined terms in the Janssen Agreement, unless otherwise defined herein, and shall be interpreted in a manner consistent with the Janssen Agreement.
- B. "Attorney." Any of the following retained through a legal contract: a solo practitioner, multi-attorney law firm, or other legal representative of a Participating Subdivision.
- C. "Attorney Fee Fund." An account consisting of funds allocated to pay attorneys' fees approved pursuant to Section II of this Fee Agreement established by Order of and under the ongoing jurisdiction of the MDL Court, as provided below.
- D. "Common Benefit Fund." The sub fund of the Attorney Fee Fund described in Section II.C.
- E. "Contingency Fee Fund." The sub fund of the Attorney Fee Fund described in Section II.D.
- F. "Cost and Expense Fund Administrator." The administrator appointed by the MDL Court to administer the MDL Expense Fund and Litigating Subdivision Cost Fund as provided in the Fee Agreement.
- G. "Cost Funds." Collectively, the MDL Expense Fund and Litigating Subdivision Cost Fund.
- H. "Fee Entitlement." Any right, entitlement or expectation, including but not limited to a fee contract, contingent fee contract, agreement, referral arrangement, co-counsel arrangement, State Back-Stop agreement, or any other arrangement by which counsel could receive compensation or other consideration. For the avoidance of doubt, the scope of Fee Entitlement under paragraph II.G.3.a does not include any Attorneys' fees associated with representation of a State.

- I. “*Fee Panel.*” The three-person panel appointed by the MDL Court to administer the Attorney Fee Fund and its sub funds as provided in the Fee Agreement.
- J. “*Litigating Subdivision Cost Fund.*” The cost fund described in Section II.E herein.
- K. “*MDL Court.*” United States District Court for the Northern District of Ohio Eastern Division, Case No. 1:17-md-2804, Judge Dan Aaron Polster.
- L. “*MDL Expense Fund.*” The cost fund described in Section II.F below.
- M. “*MDL PEC.*” The Plaintiffs’ Executive Committee appointed by the MDL Court.
- N. “*Non-Participating Litigating Subdivision.*” A Litigating Subdivision that is not a Participating Subdivision.
- O. “*Participating Litigating Subdivision.*” A Litigating Subdivision that is also a Participating Subdivision.
- P. “*Participation Agreement.*” An agreement executed by an Attorney that acknowledges the obligation to pay an appropriate MDL Common Benefit Assessment.
- Q. “*Qualifying Representation.*” Legal services provided for representation of a Participating Litigating Subdivision regarding Released Claims against Released Entities.
- R. “*State Back-Stop Agreement.*” Any agreement by a Settling State and private counsel for Participating Subdivisions in that State (or legislation enacted in that State) to provide, adjust, or guarantee attorneys’ fees and costs, whether from the Attorney Fee Fund or any other source recognized in the agreement or legislation.

## **II. Fees and Costs**

- A. *Total Attorneys’ Fees and Costs.*
  - 1. Total attorneys’ fees and costs to be paid by Janssen to Attorneys in each of the relevant Payment Years under this Agreement shall be up to the following amounts, subject to the provisions set forth below, including with respect to the division of the Attorney Fee Fund into its sub funds:

	Attorney Fee Fund (Contingency Fee Fund and Common Benefit Fund)	MDL Expense Fund	Litigating Subdivision Cost Fund
Payment Year 1	\$32,391,518.74	\$9,615,384.61	\$10,000,000.00
Payment Year 2	\$35,936,883.63		\$10,000,000.00
Payment Year 3	\$64,482,248.52		\$10,000,000.00
Payment Year 4	\$43,720,414.21		
Payment Year 5	\$43,720,414.21		
Payment Year 6	\$43,720,414.21		
Payment Year 7	\$43,720,414.21		

2. The sub funds within the Attorney Fee Fund shall include the Common Benefit Fund and the Contingency Fee Fund. The Cost Funds shall include the MDL Expense Fund, and the Litigating Subdivision Cost Fund. The State Counsel Fee Fund and the State Cost Fund shall be separate funds under the control of the Settling States.
3. The Contingency Fee Fund and the Common Benefit Fund shall be administered by a Fee Panel to be appointed by the MDL Court that will be governed by the provisions of this Fee Agreement and shall design the process and procedures for the allocation of fees pursuant to this Fee Agreement and the MDL Court's Order. The Cost Funds shall be administered by the Cost and Expense Fund Administrator to be appointed by the MDL Court who will be governed by the provisions of this Fee Agreement and shall design the process and procedures for the allocation of costs pursuant to this Agreement and the MDL Court's Order.
4. The fees and costs to be paid under this Fee Agreement are available for Attorneys engaged in Qualifying Representations only. Fees and costs to be paid under this Fee Agreement are not available prior to the Effective Date of the Janssen Agreement or if the Janssen Agreement does not proceed past Janssen's determination in Section VIII.A of the Janssen Agreement. Fees and costs to be paid under this Fee Agreement are not available for representation of Non-Participating Subdivisions or Non-Litigating Subdivisions and are not available for representation of private hospitals, third-party payors, NAS claimants, personal injury/wrongful death claimants, or any entity other than Participating Litigating Subdivisions. In addition, fees and costs under this Fee Agreement are not available for representation of

any individual or entity in matters other than those claims against Released Entities, but may include a reasonable share of representations that involve development of facts for pursuit of opioid-related claims against multiple defendants in the pharmacy, manufacturing, and distribution chain.

B. *Attorney Fee Fund and Sub Funds*

1. There shall be a split of the Attorney Fee Fund into the Contingency Fee Fund and the Common Benefit Fund. The split shall be 40% to the Contingency Fee Fund and 60% to the Common Benefit Fund.
2. In no event shall Janssen be required to pay more into the Attorney Fee Fund in any Payment Year than the maximum amount specified for that Payment Year in paragraph II.A.1, which amounts are reflected in Exhibit M to the Janssen Agreement. The amounts allocated to the Contingency Fee Fund and the Common Benefit Fund set by the Fee Panel shall be subject to the reductions and offsets set forth below.
3. Awards of fees from the Contingency Fee Fund shall be available to Attorneys with Qualifying Representations of Participating Litigating Subdivisions eligible to receive an allocation under the Janssen Agreement, as set forth in Exhibit G to the Janssen Agreement, and shall be made applying the Mathematical Model attached as Exhibit “A” to this Fee Agreement. The collection of the data and calculations for the Mathematical Model has been a cooperative effort among private counsel for a large number of Litigating Subdivisions. The analysis has been spearheaded by Joseph Tann and Andrew Arnold. The Fee Panel is encouraged to continue working with those counsel in application of the Model. The Fee Panel shall oversee the application of the Model and resolve any questions or disputes concerning the eligibility of a Counsel to participate as required in Section II.G. The Panel is empowered to hear disputes concerning and ensure the accuracy of the mathematical calculation.
4. As to awards from the Contingency Fee Fund, there shall be no right of appeal.
5. Any appeal of an award of the Fee Panel from the Common Benefit Fund will be made to the MDL Court and be reviewed under an abuse of discretion standard.

C. *Common Benefit Fund (60% of the Attorney Fee Fund.)*

1. Funds in the Attorney Fee Fund shall be allocated to the Common Benefit Fund according to the schedule set forth below, subject to the adjustments described in paragraph II.C.5. The payments are to be made on the following yearly schedule, subject to the adjustments set forth below:

Payment Year 1	\$19,434,911.24
Payment Year 2	\$21,562,130.18
Payment Year 3	\$38,689,349.11
Payment Year 4	\$26,232,248.53
Payment Year 5	\$26,232,248.53
Payment Year 6	\$26,232,248.53
Payment Year 7	\$26,232,248.53
<b>Total:</b>	<b>\$184,615,384.64</b>

2. The Common Benefit Fund shall be available to compensate Attorneys engaged in Qualifying Representations of Participating Litigating Subdivisions who:
  - a. have performed work for the common benefit of all subdivisions pursuant to the guidelines established by Judge Polster set forth in MDL 2804 and the Order dated June 19, 2018, under docket number 636, which is included herein by reference; and
  - b. satisfy the eligibility criteria set forth in Section II.G.

For purposes of Common Benefit Fund distribution, notwithstanding paragraph II.A.4, Attorneys representing Tribal Nations litigating against Janssen that have reached a settlement for Released Claims with Janssen and/or Released Entities and meet the eligibility criteria in Section II.G shall be eligible.

3. The Common Benefit Fund shall be overseen by the Fee Panel, which shall determine the allocation of funds to eligible Attorneys consistent with this Fee Agreement and the June 19, 2018 Order;
4. In assessing the benefits that an Attorney has conferred to Participating Subdivisions (including non-Litigating Subdivisions) and/or Tribes for purposes of any compensation decision, the Fee Panel shall give significant weight to the extent to which (i) the Attorney and his or her clients have contributed to increasing (or reducing) the Initial Participation Tier achieved through participation in the Janssen Agreement, (ii) the Attorney and his or her clients have contributed to increasing (or reducing) the amounts achieved under Incentive Payments A-D through participation in the Janssen Agreement, and (iii) the Attorney and his or her clients have contributed to the potential triggering of any suspension, reduction, or offset of Settlement payment amounts under the Janssen Agreement. The panel may also consider additional fee recoveries the Attorney may potentially obtain, including, but not limited to, from State Back-Stop Agreements, representations of States or Tribal Nations, representations of other clients in opioids-related matters, or through the representation of Subdivision clients,

whether they participated in the Janssen Agreement or not. It is the intent of this provision to recognize that the goal of the Janssen Agreement is to provide for maximum participation by the Subdivisions, maximum abatement funding for all Subdivisions nationally, and the maximum peace for Released Entities. Therefore, representing a Non-Participating Subdivision does not further the goal of the Janssen Agreement, and should not be considered Common Benefit because it does not increase funds available to Participating Subdivisions' abatement programs. Representing Later Litigating Subdivisions is antithetical to the Janssen Settlement, detracts from Common Benefit, and is addressed by the ethics opinion discussed in paragraph II.I.4. The Fee Panel shall consider this concept of "common detriment" set forth in this paragraph in all of its decision making with respect to the allocation of the Attorney Fee Fund among Attorneys, as well as, in its discretion, any offsets provided to Janssen as set forth in paragraph II.C.6 and Section II.H. The Fee Panel shall consider the totality of the Attorney's Participating Litigating Subdivisions as compared to the Attorney's Non-Participating Litigating Subdivisions; the Parties recognize that, although the goal is for 100% participation, Attorneys with a higher number of clients have a higher probability of having one or more non-Participating Litigating Subdivision. As used in this paragraph II.C.4, "client" or "representing" a Subdivision shall include any Litigating Subdivision as to which the Attorney has a Fee Entitlement.

5. As set forth in paragraph II.C.6 and Section II.H, the Fee Panel must consider the factors described in paragraph II.C.4 to determine how and whether to reduce the amounts to be paid by Janssen under this Fee Agreement and to determine how to allocate funds among Attorneys. They may also, at their discretion, consider other factors. Any reduction in payment obligation or credit to be given Janssen in this Fee Agreement shall be applied against Payment Year 7 and working backwards. Any reduction to an Attorney not credited to Janssen shall be allocated to attorneys whose Litigating Subdivision clients participated in the settlement by the Initial Participation Date.
6. The amounts to be provided as a credit or offset to Janssen from the Common Benefit Fund shall depend on the relevant Participation Tier achieved, set forth in Exhibit H of the Janssen Agreement, as follows:
  - a. At Participation Tier 1 or below, the Common Benefit Fund payments to be paid by Janssen shall be reduced as follows:
    - i. With respect to any Attorney seeking payment from the Common Benefit Fund, the Fee Panel shall compare the aggregate allocation that Participating Litigating Subdivisions with which the Attorney has a Fee Entitlement would receive using the negotiating class allocation metrics with the aggregate amount that all Litigating Subdivisions (Participating and Non-Participating) with which the Attorney has a



Fee Entitlement would receive using the negotiating class allocation metrics, provided that only Litigating Subdivisions in Settling States shall be considered for this ratio. The Fee Panel will multiply the amount to be paid to that Attorney from the Common Benefit Fund by that ratio, reduce the Attorney's award by a maximum reduction of 15%, and the dollar amount of such reduction shall be deducted, dollar-for-dollar, from the amount owed by Janssen to the Common Benefit Fund of the Attorney Fee Fund.

- ii. In the event that any Non-Participating Subdivision that is (a) under the jurisdiction of the MDL Court or (b) represented by an Attorney that is obligated to pay into the MDL Common Benefit Fund pursuant to a Participation Agreement, an order of the MDL Court, or any other arrangement settles with or wins a judgment against a Released Entity separate from the Janssen Agreement, and such settlement or judgment results in a common benefit fee assessment or fee payment into the MDL Common Benefit Fund during the time of Janssen's obligation to pay fees under this Fee Agreement, Janssen's obligation to pay into the Common Benefit Fund shall be reduced dollar-for-dollar for any amount of such fee assessments or payments (in the aggregate based on all reductions in this subparagraph II.C.6.a.ii) that exceed the reductions in subparagraph II.C.6.a.i.
  - iii. For the avoidance of doubt, in Tier 1 for each settlement or judgment with Janssen that results in an assessment or payment to the MDL Common Benefit Fund, that payment shall result in an offset for Janssen, unless the assessment or payment occurs after the Payment Date for Year 7.
- b. At Participation Tier 2, the Common Benefit Fund payments to be made by Janssen shall be reduced only as follows:
- i. Reduction by the Fee Panel. With respect to all Attorneys making an application that seeks payment from the Common Benefit Fund, the Fee Panel shall, following a determination that an Attorney is eligible under Section II.G, apply the criteria specified in paragraph II.C.4 in determining whether the lack of participation by Subdivisions with which an Attorney has a Fee Entitlement has resulted in a reduction in the Participation Tier achieved, reduction in benefit to Participating Subdivisions as a result of reductions in Incentives A-D, and/or potential triggering of a suspension, reduction, or offset under the Janssen Agreement. If the Fee Panel concludes that such a reduction has occurred, it must consider (1) the relative size of the Non-Participating Subdivision, as adjusted by the severity measures reflected in Exhibit H (governing the Participation Tiers) of the Janssen Agreement, and the impact of its non-participation on the

Janssen Agreement as a whole (including amounts of Incentive Payments and triggering of suspensions, reductions, or offsets); (2) whether and by how much the payment to the Attorney from the Common Benefit Fund should be reduced as a result of the impact of such non-participation on Participating Subdivisions; and (3) whether some or all of said reduction should revert to Janssen due to the reduction in peace obtained from the Janssen Agreement. Consideration of the factors discussed in this subparagraph and paragraph II.C.4 is mandatory. The decision whether to (and by how much) to reduce payments by Janssen or to reduce the payment to any Attorney based on the factors in paragraph II.C.4 shall be in the sole discretion of the Fee Panel.

ii. Offsets.

- (1) In the event that any Non-Participating Subdivision that is (a) under the jurisdiction of the MDL Court or (b) represented by an Attorney that is obligated to pay into the MDL Common Benefit Fund pursuant to a Participation Agreement, an order of the MDL Court, or any other arrangement settles with or wins a judgment against a Released Entity separate from the Janssen Agreement, and such settlement or judgment results in a common benefit fee assessment or fee payment into the MDL Common Benefit Fund during the time of Janssen's obligation to pay Common Benefit Fees under this Fee Agreement, Janssen's obligation to pay into the Common Benefit Fund shall be reduced dollar-for-dollar up to the amount of the fee assessment or payment, except that such amount shall be capped at 7.5% of the amount of the settlement or judgment. Such reduction shall be taken first from Payment Year 7 of Janssen's payments to the Common Benefit Fund of the Attorney Fee Fund up to the full amount of Janssen's payment obligation in Payment Year 7, then from Payment Year 6, and so on.
  - (2) For the avoidance of doubt, for each settlement or judgment with Janssen that results in an assessment or payment to the MDL Common Benefit Fund, that payment shall result in an offset for Janssen, unless the assessment or payment occurs after the Payment Date for Payment Year 7.
- c. At Participation Tier 3, the reductions to the Attorney Fee Fund shall be the same as set forth in subparagraph II.C.6.b, except that the cap on each offset shall be 5% of the amount of such settlement or judgment.
  - d. At Participation Tier 4, there shall be no reductions to Janssen's obligations to make payment into the Common Benefit Fund, but the principles set forth in paragraph II.C.4 shall continue to apply.

D. *Contingency Fee Fund.* (40% of the Attorney Fee Fund.)

1. Funds from the Attorney Fee Fund shall be allocated to the Contingency Fee Fund on the following yearly schedule, subject to the adjustments set forth below:

Payment Year 1	\$12,956,607.50
Payment Year 2	\$14,374,753.45
Payment Year 3	\$25,792,899.41
Payment Year 4	\$17,488,165.68
Payment Year 5	\$17,488,165.68
Payment Year 6	\$17,488,165.68
Payment Year 7	\$17,488,165.68
Total:	<b>\$123,076,923.09</b>

2. The Contingency Fee Fund shall be available to compensate Attorneys engaged in Qualifying Representations of Participating Litigating Subdivisions that meet the criteria set forth in Section II.G.
3. The Contingency Fee Fund shall be available to Attorneys who
  - a. represent Litigating Subdivisions that are Participating Subdivisions, whether their actions are filed in state or federal court, and
  - b. meet the eligibility criteria of Section II.G.
  - c. Participation in the Contingency Fee Fund by counsel that have a case that is not subject to the jurisdiction of the MDL Court shall not create, provide, or waive jurisdiction of the MDL Court over that Litigating Subdivision, that case or Attorneys, other than to oversee the fairness of the distribution process, and enforcement of this Fee Agreement.
4. The amounts owed by Janssen to the Contingency Fee Fund shall depend on the relevant Participation Tier set forth in Exhibit H of the Janssen Agreement as follows:
  - a. At Participation Tiers 1, 2 and 3, the Contingency Fee Fund payments shall be reduced as follows:
    - i. For Non-Settling States, the Contingency Fee Fund payments shall first be reduced by the amounts identified by the Fee Panel, pursuant to paragraph II.H.6, that would have been owed to counsel for Litigating Subdivisions in Non-Settling States, had those States and those Litigating Subdivisions been Settling States and Participating Subdivisions.

- ii. Following the calculation in subparagraph II.D.4.a.i, the Contingency Fee Fund payments shall be reduced to reflect the non-joinder of Litigating Subdivisions in Settling States by subtracting the amounts identified by the Fee Panel, pursuant to paragraph II.H.6, that would have been owed to counsel for Non-Participating Litigating Subdivisions in Settling States had such Litigating Subdivisions been Participating Subdivisions.
- b. At Participation Tier 4, there shall be no reductions in the Contingency Fee Fund.
- c. In the event that Janssen, prior to the Effective Date of the Janssen Agreement, settles with any Litigating Subdivision and, under such settlement agreement pays attorneys' fees, the Fee Panel shall treat those Litigating Subdivisions as Participating Litigating Subdivisions and, applying the same criteria applicable to all Attorneys for Participating Litigating Subdivisions, determine what amount they would have been paid from the Contingency Fee Fund if they had become Participating Subdivisions under the Janssen Agreement without such prior settlement. That sum, rather than being paid to the Attorney for the previously settling Litigating Subdivision, shall be credited and/or returned to Janssen as if determined under (a)(ii) above, except that such credit shall not be greater than the amount to the Attorneys paid under the Litigating Subdivision's prior settlement agreement.

E. *Litigating Subdivision Cost Fund.*

1. Janssen shall pay \$30,000,000.00 into the Litigating Subdivision Cost Fund, according to the schedule set forth below:

Payment Year 1	\$10,000,000.00
Payment Year 2	\$10,000,000.00
Payment Year 3	\$10,000,000.00
<b>Total</b>	<b>\$30,000,000.00</b>

2. The Litigating Subdivision Cost Fund shall be available to compensate Attorneys for costs and expenses arising out of representation of Participating Litigating Subdivisions or to compensate Participating Litigating Subdivisions for direct in-house costs for expenditures related to their litigation against Janssen including the cost of in-house employees. No funds in the Litigating Subdivision Cost Fund may be used to compensate the costs incurred by Non-Participating Subdivisions or Non-Litigating Subdivisions or costs and expenses arising out of representation of any such Subdivision. In allocating the Litigating Subdivision Cost Fund, the Administrator shall not allocate any funds for costs incurred after July 21, 2021.

3. During the period between July 21, 2021, and the Effective Date, the MDL PEC, as well as Litigating Subdivisions eligible to claim costs from the Litigating Subdivision Cost Fund, shall make best efforts to cease litigation activity against Janssen, including by jointly seeking stays or severance of claims against Janssen, where feasible, or postponements if a motion to stay or sever is not feasible or is denied, so long as such actions are not otherwise detrimental to the Litigating Subdivision.
4. In the event that Janssen, prior to the Effective Date of the Janssen Agreement, settles with any Litigating Subdivision and, under such settlement agreement pay costs to the Litigating Subdivision or its Attorney, the MDL Cost and Expense Fund Administrator shall treat those Litigating Subdivisions as Participating Litigating Subdivisions and, using the same criteria applicable to all applicants to the Litigating Subdivision Cost Fund, determine what amount in costs the Litigating Subdivision or its Attorney would have been paid from the Subdivision Cost Fund if they had settled under the Janssen Agreement. That sum, rather than being paid to the Attorney or the previously settling Litigating Subdivision, shall be credited and/or returned to Janssen, except that such sum shall not be greater than the amount paid under the previously settled Litigating Subdivision's settlement agreement.
5. The MDL Court shall appoint a Cost and Expense Fund Administrator, who shall develop a process and criteria, with input from participating counsel, by which to a) determine the distribution of amounts from the MDL Expense Fund in pursuit of the claims against Janssen; and b) receive and evaluate applications from Participating Litigating Subdivisions, whether filed in Federal Court or State Court, to seek reimbursement from the Litigating Subdivision Cost Fund for eligible costs under Section II.E.2 in pursuit of the claims against Janssen. The Cost and Expense Fund Administrator shall require transparency from all applicants as to any other sources for compensating Attorneys for Litigating Subdivisions for costs incurred. The Cost and Expense Fund Administrator shall be compensated from the Fund.
6. In the event that the total amount of reimbursements from the Litigating Subdivision Cost Fund approved as reasonable by the Cost and Expense Administrator is less than the \$30,000,000.00, any remaining funds shall revert to Janssen.

F. *MDL Expense Fund.*

1. In Payment Year 1 of the Janssen Settlement, Janssen shall pay the following amount into the MDL Expense Fund:

MDL Expense Fund	\$9,615,384.61
------------------	----------------

2. The MDL Expense Fund shall be released following the Effective Date of this Fee Agreement without any delay to reimburse the MDL Counsel for an agreed-to portion of the expenses incurred, as approved by the Cost and Expense Fund Administrator. The MDL Expense Fund will be paid directly to the MDL Cost Account, set up by MDL Order and will be administered under the ongoing jurisdiction of the MDL Court, as provided below. No funds may be used to compensate the costs incurred by Non-Participating Subdivisions or to compensate any Attorney for costs incurred in representing one or more Non-Participating Subdivisions.
3. In allocating the MDL Expense Fund, the Administrator shall not allocate any funds for costs incurred after July 21, 2021, unless the Administrator determines that there are sufficient funds to cover all subdivision costs incurred prior to July 21, 2021 and that special circumstances exist to justify costs incurred following the public announcement of the Janssen Agreement.

G. *Eligibility.*

1. It is the intention of all parties participating in the Fee Panel process that there should be total transparency to the Fee Panel and to all fund participants. In connection with the process to be developed by the Fee Panel, any and all monies in attorney's fees, including referral fees, expenses paid, promises for payment, or any other Fee Entitlement, to any applicant in any opioid litigation shall be disclosed to the Fee Panel as a condition of participating in the Attorney Fee Fund and prior to an award from the Fee Panel. Any payment, expectation of payment or perceived entitlement to participate in a State Back-Stop Agreement or any other agreement reached with a Settling State or any Subdivision or any other source regarding payment of fees must be disclosed to the Fee Panel. Similarly, any right to payment from any other fund, for example a fund for payment to lawyers representing Settling States or Tribal Nations or Subdivisions shall be disclosed to the Fee Panel. Because it is anticipated that there will be multiple firms listed on contingent fee agreements with Litigating Subdivisions, the Fee Panel shall establish procedures, with input from Attorneys for Participating Litigating Subdivisions, for who should petition for fees from such groups and to whom the fee shall be paid and thereafter distributed to co-counsel in accordance with applicable agreements. For the avoidance of doubt, all Attorneys that are part of such groups must meet the eligibility criteria in paragraph II.G.3, must be subject to the criteria set forth in paragraph II.C.4, and must be disclosed to the Fee Panel.
2. An Attorney may apply for and recover attorneys' fees from the Common Benefit Fund, the Contingency Fee Fund, and the Litigating Subdivision Cost Fund and any fund created by a past or future State Back-Stop Agreement, provided the Attorney satisfies the requirements relevant to each such fund and requirements for disclosure to the Fee Panel.

3. An Attorney may not receive any payment from the Attorney Fee Fund (which includes both the Contingency Fee Fund and the Common Benefit Fund) unless the following eligibility criteria are met and annually certified by the Attorney:
  - a. The Attorney must expressly waive the enforcement against the Litigating Subdivision client of all Fee Entitlements (other than under State Back-Stop Agreements) arising out of or related to any or all Qualifying Representations of any Participating Litigating Subdivision prior to applying for attorneys' fees from the Attorney Fee Fund or costs from the Cost Funds. All applications for attorneys' fees or costs under this Fee Agreement shall include an affirmation by the Attorney of such waiver and notice to the client(s) of such waiver. Such waiver shall not preclude the Attorney from submitting such Fee Entitlements to the Fee Panel as a factor for consideration in allocating payments from the Attorney Fee Fund or in connection with a State Back-Stop Agreement. For the avoidance of doubt, no Attorney may recover fees or costs under this Fee Agreement unless the Attorney expressly agrees not to enforce Fee Entitlements as to each and every Participating Litigating Subdivision represented by that Attorney, but such Attorneys may participate in and receive funds from a State Back-Stop Agreement.
  - b. The Attorney must represent that s/he has no present intent to represent or participate in the representation of any Later Litigating Subdivision or any Releasor with respect to Released Claims against Released Entities.
  - c. The Attorney must represent that s/he has not and will not engage in any advertising or solicitation related to Released Claims against Released Entities where such advertising or solicitation relates to a representation that the Attorney could not undertake consistent with the ethics opinion referenced in paragraph II.I.4.
  - d. The Attorney must represent s/he will not charge or accept any referral fees for any Released Claims brought against Released Entities by Later Litigating Subdivisions. For the avoidance of doubt, this representation shall not prohibit Attorneys from receiving allocated shares of any future common benefit assessments arising out of settlements or judgments with Later Litigating Subdivisions represented by other Attorneys that are the result of the MDL Court's Common Benefit order.
  - e. The Attorney may not have and must represent that s/he does not have a Fee Entitlement related to a Later Litigating Subdivision.

- f. The Attorney must certify that s/he has reviewed the ethics opinion referenced in paragraph II.I.4 and will act in conformity with such opinion.
  - g. The Attorney must fully disclose the participation, or the anticipation of participation, in any agreement with a Settling State or Participating Subdivision concerning fees arising out of or related to the Janssen Agreement, including any fees paid or anticipated to be paid or any State Back-Stop Agreement.
  - h. The Attorney must identify for the Fee Panel whether s/he utilized state litigation work product or MDL work product, including but not limited to ARCOS data, document repositories, experts developed in the MDL, and deposition transcripts. The Attorney must identify whether s/he signed the MDL Participation Agreement, and for which case(s) it was signed.
  - i. Any Attorney who applies for fees from one or both Funds must represent that, having exercised his/her independent judgment, s/he believes the Janssen Agreement to be fair and will make or has made best efforts to recommend the Janssen Agreement to his or her Subdivision clients in Settling States. For avoidance of doubt, each Attorney is expected to exercise his or her independent judgment in the best interest of each client individually before determining whether to recommend joining the settlement. All applications for attorneys' fees or costs under this section shall include an affirmation by the Attorney in compliance with this Subsection.
- 4. No Attorney receiving fees under this Fee Agreement may apply for or recover from the Attorney Fee Fund fees arising from representing a Non-Settling State or a Non-Participating Subdivision. All applications for attorneys' fees under this Section shall include an affirmation by the Attorney of compliance with this Section.
  - 5. An Attorney who has filed an application under this section and received an award of attorneys' fees shall provide a certification of compliance with the Sections of this Fee Agreement annually during the years upon which they are still entitled to receive attorneys' fee payments.
  - 6. If, at any time, the Attorney is unable to make the representations set forth in this Section, such representations become untrue, or the Attorney falsely represents compliance with the eligibility criteria, the Attorney shall cease to be eligible to receive funds from the Attorney Fee Fund until further review by the Fee Panel of the Attorney's eligibility under and compliance with this Section II.



7. If an Attorney has a Fee Entitlement with a Later Litigating Subdivision or otherwise becomes unable to reaffirm compliance with the eligibility criteria set forth above, the Attorney shall notify Janssen and the Fee Panel. For the avoidance of doubt, any Attorney who undertakes any new representation of, or has a Fee Entitlement with, a Later Litigating Subdivision shall be prohibited from receiving any future funds from the Attorney Fee Fund. If an Attorney fails to notify Janssen and the Fee Panel of such Fee Entitlement with a Later Litigating Subdivision, the Attorney shall be required to refund amounts previously paid.
8. In the event that an Attorney is deemed ineligible by the Fee Panel (whether based on its initial application or subsequent recertification), the Fee Panel shall provide notice to the Attorney and give the Attorney 30 days to provide additional information such that the Fee Panel could re-consider the Attorney's eligibility.
9. To the extent that an Attorney has a Fee Entitlement with a Participating Subdivision and is authorized to bring Released Claims against Released Entities, but such authorization is, in scope, less broad than the category of Released Claims set forth in the Janssen Agreement, such Attorney may participate fully in both the Contingency Fee Fund and the Common Benefit Fund, without any reduction imposed by the Fee Panel due to the scope of the authorization, so long as the Participating Subdivision fully releases all Released Claims against Released Entities.
10. Attorneys applying to the Attorney Fee Fund knowingly and expressly agree to be bound by the decisions of the Fee Panel, subject to the limited appeal rights set forth in this Fee Agreement, and waive the ability to assert the lack of enforceability of the allocation reached through the arbitration procedures outlined herein.

H. *Calculation of Amounts Due.*

1. The Fee Panel shall be solely responsible for determining the amount of fees to be paid to each Attorney and each Participating Subdivision that applies under this Section. None of the Released Entities shall have any responsibility, obligation, or liability of any kind whatsoever with respect to how attorneys' fees are calculated under this Section, except that the Fee Panel may receive information from Janssen as to (a) the identity of Participating, Non-Participating, Litigating, Later Litigating, and Non-Litigating Subdivisions; (b) the impact of non-participation by a Litigating Subdivision as is relevant to the Fee Panel's determination in paragraph II.C.4; and (c) such other information as Janssen may voluntarily elect to provide.

2. The Fee Panel shall establish procedures for the arbitration process consistent with this Fee Agreement and orders of the MDL Court. Such procedures may include submission of documentary and/or other evidence, interviews with applicants and/or other counsel (including counsel for Janssen) that the Fee Panel deems appropriate, and/or other means of creating a record upon which fee awards will be based.
3. In making determinations under this Fee Agreement, the Fee Panel must apply the eligibility criteria set forth in Section II.G of this Fee Agreement and the criteria set forth in Section II. In addition, the Fee Panel will give consideration in regard to Common Benefit awards to the *Johnson* factors, as well as the following factors (which factors may be applied and given relative weight in the Fee Panel's discretion):
  - a. The Attorney's contemporaneously recorded time and labor dedicated to Qualifying Representations along with the Attorney's financial commitment to such Qualifying Representations. Claimed "time" will not be automatically accepted by the Fee Panel but will be critically reviewed and given substantially more weight and consideration if such time was subject to the audit process described in any Pretrial Order(s) governing the collection of common benefit time;
  - b. The novelty, time, and complexity of the Qualifying Representations;
  - c. The skill requisite to perform legal services properly and undesirability of the case;
  - d. The preclusion of other employment by the Attorney due to time dedicated to Qualifying Representations;
  - e. The "common benefit," if any, alleged to have been conferred by the Attorney and whether such common benefit work product by that Attorney was used by others in parallel litigations against Released Entities whether within or outside the MDL, provided that any Attorney claiming that s/he substantially benefited cases other than those in which s/he entered an appearance as counsel must substantiate such claims by proffering factual support, such as proper supporting affidavits or other documents as determined by the Fee Panel with input from Attorneys for Participating Litigating Subdivisions;
  - f. Any "common detriment," as set forth in paragraph II.C.4.
  - g. Any contingent fee agreement or other Fee Entitlement with Participating Subdivisions, enforcement of which, except for State Back-Stop Agreements, are waived in conjunction with the application, the nature and extent of any work for those Participating Subdivisions, whether such

Participating Subdivisions actively litigated and, if so, the nature and procedural history of such case(s);

- h. The experience, reputation, and ability of the Attorney;
- i. Whether the Attorney's clients brought Released Claims against Released Entities;
- j. The status of discovery in cases primarily handled by the Attorney;
- k. The nature of any work by the Attorney on "bellwether" cases or cases that were similarly active in litigation;
- l. Any pressure points successfully asserted by the Attorney in cases against Janssen or any risk for Janssen created by the Attorney in cases against them;
- m. Any risk for defendants created by applicants in cases against Janssen;
- n. Successful and unsuccessful motion practice in cases worked on by the Attorney;
- o. The date of filing of any cases filed by the Attorney;
- p. Obtaining consolidation of the litigation in the Attorney's jurisdiction;
- q. The number and population of entities represented by the Attorney and the fees that would have been awarded under extinguished contingent fee arrangements;
- r. Whether the Attorney's clients brought claims against Janssen;
- s. Whether the Attorney has had a leadership role in the litigation, whether in state or federal court;
- t. Whether the Attorney has had a leadership role in any negotiations aimed at resolving the litigation;
- u. Whether the Attorney's cases have survived motions to dismiss;
- v. The extent to which the Attorney contributed to the work product used for the common benefit of opioids litigants, including, without limitation, work on ARCOS data, Prescription Data Monitoring Programs, IQVIA data, depositions, document production and analysis experts, motions, briefs and pleadings, trial preparations, and trials;

- w. The extent to which litigation was done prior to and contributed to completion of settlement negotiations, as distinct from litigation that was done litigating after the announcement of the Janssen Agreement, such latter litigation both being of less value and potentially resulting a common detriment to the settlement process; and
  - x. Any other factors that the Fee Panel finds to be appropriate to consider after input from applicants to the Attorney Fee Fund.
4. The Fee Panel shall develop procedures for receiving a single application, which may be updated or amended based on new information (such as participation by additional Litigating Subdivisions) from each Attorney seeking compensation from the Attorney Fee Fund pursuant to processes and procedures developed by the Fee Panel, which shall not be inconsistent with this Fee Agreement. Any request for attorneys' fees not included on the single application or through the updating/amendment process designed by the Fee Panel shall be deemed waived. For purposes of transparency and to permit the Fee Panel to conduct its work, the application from each Attorney shall, at a minimum, require each Attorney to
- a. Identify all Litigating Subdivisions for which s/he is seeking payment from the Attorney Fee Fund;
  - b. Identify all Subdivisions in both Settling and Non-Settling States (and, where applicable, Tribal Nations) with respect to which s/he has a Fee Entitlement with respect to Relevant Claims against Released Entities, and identify all co-counsel in such cases;
  - c. Identify which of those Subdivisions are Participating Subdivisions and which are not (with similar information for Tribal Nations, where applicable);
  - d. Specify the specific fund or funds within the Attorney Fee Fund from which the Attorney is seeking compensation;
  - e. Demonstrate his or her eligibility for compensation from the relevant sub funds within the Attorney Fee Fund pursuant to the criteria set forth for the relevant sub fund;
  - f. Identify any and all Fee Entitlements from representations of States, Tribal Nations, or other plaintiffs related to Released Claims against Released Entities or in opioids-related matters;
  - g. Notwithstanding "a-f" above, the Panel may consider a supplemental application if the Attorney shows good cause why circumstances exist that will lead to consideration for additional Common Benefit award.

Examples would include, but are not limited to, an Attorney having Non-Participating Litigating Subdivision clients that subsequently become Participating Subdivisions, a Bar Date passes that increases participation or the Participation Tier, or an Allocation Agreement is reached.

5. With respect to the Common Benefit Fund, the Fee Panel shall (subject to any applicable MDL Court Order):
  - a. Review the applications of all Attorneys seeking compensation from the Common Benefit Fund, including determining eligibility for each Attorney as set forth in Section II.G.
  - b. Reduce, on an annual basis, Janssen's payment obligations, as set forth in paragraph II.C.5. The Panel shall inform Janssen and the MDL PEC of all such amounts and adjust Janssen's payment obligations accordingly.
  - c. Using criteria set forth in Sections II.C and II.I, allocate amounts from the Common Benefit Fund to eligible Attorneys, including payment amounts for each Payment Year. In making such allocations (regardless of the Participation Tier achieved), the Panel shall apply the principles set forth in paragraph II.C.4 and shall allocate any reduction in the payments of Janssen specified in paragraph II.C.5 to the amounts paid to Attorneys with a Fee Entitlement to Litigating Subdivisions that are not Participating Subdivisions.
6. With respect to the Contingency Fee Fund, the Fee Panel shall:
  - a. Review the applications of all Attorneys seeking compensation from the Litigating Subdivision Fee Fund, including determining eligibility for each Attorney as set forth in Section II.G.
  - b. Apply the Mathematical Model in Exhibit A.
  - c. Use such allocations to reduce payments, on an annual basis, the payment obligations of Janssen to the Attorney Fee Fund as set forth in paragraph II.D.4, and distributions therefrom, and inform Janssen and the MDL PEC of all such adjustments.
7. To the extent that there is a dispute about the calculations of the Fee Panel related to the amounts that Janssen is required to pay (including application of any reductions or offsets under this Fee Agreement), such disputes shall be presented to the Fee Panel and any disputed funds be paid into/held in escrow. The Fee Panel shall resolve such disputes expeditiously, with either Party having the right to seek review from the MDL Court.

8. For purposes of determination of fee or cost awards, allocations, reductions, and possible reversions under this Fee Agreement, unless specified otherwise a Subdivision will be considered a Non-Participating Subdivision if it is not a Participating Subdivision as of the deadline for the application for the fee or cost award at issue (or, if the determination does not involve a specific application, the date on which the record for such determination closes).
9. In the event that the Fee Panel, through the use of the Mathematical Model set forth in Exhibit A, allocates funds from the Contingency Fee Fund for an Attorney based on a Qualifying Representation of a Participating Litigating Subdivision or allocates cost to such Participating Litigating Subdivision and that Subdivision is in a Settling State in which the Consent Judgment has not been approved, such funds shall be placed into escrow until the Consent Judgment is approved, after which time they shall be released.

I. *Miscellaneous.*

1. The costs associated with the Fee Panel prior to the Effective Date of the Attorney Fee Agreement shall be funded by Janssen. The Fee Panel shall charge an hourly rate that previously has been approved by a federal or state court and shall provide a budget and a cap for such work prior to the Effective Date, which shall be approved by Janssen and such approval shall not be unreasonably withheld. Janssen shall receive a refund for any such payment of pre-Effective Date costs from interest that accrues on the monies in the Attorney Fee Fund (including interest that accrues during such time as the Attorney Fee Fund monies are in escrow prior to the Effective Date of the Janssen Agreement), up to the amount of such costs. Post-Effective Date, the cost of the Fee Panel shall be charged against the applicable Fee Fund based on allocation by the Fee Panel and shall not be otherwise funded by Janssen. The costs associated with the Cost and Expense Fund Administrator shall be paid from funds in the MDL Expense Fund and the Litigating Subdivision Cost Fund and shall not be otherwise funded by Janssen.
2. The MDL PEC will seek, and the Attorneys General for Settling States and Janssen will not oppose, a Common Benefit Fee Order requiring an assessment of 7.5% on the gross recovery (by judgment or settlement) of any Non-Participating Subdivision that is subject to the federal court jurisdiction, represented by a MDL PEC firm, represented by any Attorney receiving fees from the Common Benefit Fund, represented by any Attorney that signed a Participation Agreement or paid in a case otherwise under the jurisdiction of the MDL Court.
3. The MDL PEC shall provide to Janssen information they have that identifies Attorneys who represent Litigating Subdivisions who are not Participating Subdivisions and who have an obligation to pay a common benefit assessment, either due to the MDL Court's orders or having signed a Participation Agreement.

4. The MDL PEC shall retain ethics counsel of its choice to provide an opinion that addresses the compliance of its ethical obligations, as it relates to the Janssen Agreement. Such opinion shall address the issue of the potential conflict of interest for an Attorney that had represented a Participating Subdivision also representing a Later Litigating Subdivision as defined in the Janssen Agreement. This Subsection shall be enforceable to the extent permitted by the equivalent to Rules 1.16 and 5.6 of the ABA Model Rules of Professional Conduct in the relevant jurisdictions. The opinion shall be provided to Janssen as soon as it is completed and, in any event, prior to July 31, 2021 and shall be disseminated to counsel eligible to apply to the Attorney Fee Fund within 30 days of the announcement of the Janssen Agreement. The MDL PEC represents that it will comply with this opinion until the Reference Date and thereafter if the Janssen Agreement proceeds.
5. Participating Subdivisions agree to instruct their counsel to treat information, work product and expert materials as secret under Rule 1.6 of the ABA Model Rules of Professional Conduct. Accordingly, an Attorney shall not share information or work product with, or experts or materials to, non-participants (other than the Attorney's own current clients or their lawyers, consultants, experts or other representatives or agents). However, nothing herein shall prevent MDL Leadership or PEC Counsel from fulfilling their obligations in any MDL and the MDL Court Order.

### **III. Miscellaneous**

A. *Termination.* If the Janssen Agreement does not proceed past the Reference Date, whether because Janssen does not determine to proceed or for any other reason, this Fee Agreement shall be null and void, Janssen shall have no obligation to make any payments under this Fee Agreement, and Janssen and the PEC shall take such steps as are necessary to restore the *status quo ante*.

B. *MDL Court Consideration.* This Fee Agreement shall be attached as an exhibit to the Janssen Agreement. This Fee Agreement shall also be submitted by Janssen and the MDL PEC to the MDL Court for approval pursuant to the motion and order that shall be attached, prior to the Preliminary Agreement Date of the Janssen Agreement, as Exhibit B.

1. In the event that the MDL Court, through an order, makes any change to the amounts potentially to be paid by Janssen under this Fee Agreement, makes any change to the Fee Panel's consideration of the factors set forth in paragraph II.C.4, or any other material change to the draft Order attached as part of Exhibit B or the terms of this Fee Agreement, Janssen and the MDL PEC shall meet and confer concerning such changes.
2. If Janssen and the MDL PEC are unable to reach agreement and revisions to this Fee Agreement in the event discussed in paragraph III.B.1, this Fee

Agreement shall be null and void, Janssen shall have no obligation to make any payments under this Fee Agreement, and Janssen and the MDL PEC shall take such steps as are necessary to restore the *status quo ante*.

C. *Amendment.* Once the MDL Court has entered an order implementing this Fee Agreement, this Fee Agreement can only be amended by (1) written agreement of Janssen and the MDL PEC and (2) approval by the MDL Court.

D. *Jurisdiction and Enforcement.* The MDL Court shall have exclusive and ongoing jurisdiction over the enforcement and implementation of this Fee Agreement as set forth herein. The MDL PEC shall be the Authorized Party to enforce this Fee Agreement, as to the payment obligations of Janssen as set forth in this section, and as to Attorneys making application to the Funds under this Fee Agreement. Solely for purposes of assessing or allocating common benefit fees, the MDL Court will continue to have jurisdiction over the work product developed in the MDL Court by and under the direction of the MDL PEC with respect to claims against Janssen, including data and documents, depositions, expert reports, briefs and pleadings; and the MDL Court's protective orders, management orders, and other decisions regarding such discovery and other work product, including but not limited to, conditions on its use, will continue in full force and effect. Nothing in this paragraph authorizes the MDL Court to act contrary to this Agreement or to share any of the work product, or provides the MDL Court with jurisdiction over the Janssen Agreement.



## **EXHIBIT S**

### **Agreement on the State Cost Fund Administration**

1. **Creation of a State Cost Fund.** Janssen and the Settling States agree to the creation of a state cost fund to pay litigation costs and expenses associated with litigation and investigation related to the opioid litigation (hereinafter the “State Cost Fund”). This agreement is a material part of the Settlement Agreement. The State Cost Fund shall be administered separately from the Common Benefit Fund, the Contingency Fee Fund, the State Counsel Fee Fund, Subdivision Costs Fund, and the MDL Expense Fund. No funds may be released from the State Cost Fund to Non-Settling States.

2. **State Cost Fund Amount.** In Payment 1 of the Settlement, Janssen shall pay into the State Cost Fund \$13,461,539 (the “State Cost Fund Amount”). Janssen’s State Cost Fund payment shall be a component of its Global Settlement Attorney Fee Amount payable to the Attorney Fee Fund, for Payment 1.

3. **State Cost Fund Committee.** A committee of Attorneys General from Settling States or their designated representatives (hereinafter the “State Cost Fund Committee”) shall oversee the State Cost Fund. The committee shall initially consist of the following states: (a) Delaware; (b) Florida; (c) Georgia; (d) New York; (e) North Carolina; (f) Ohio; (g) Tennessee; and (h) Texas. The Settling State Attorneys General may by majority vote add or change the composition of the State Cost Fund Committee, including replacing any above State, if that State is not a Settling State.

4. **State Cost Fund Administrator.** The State Cost Fund Committee shall select an administrator (the “State Cost Fund Administrator”). The State Cost Fund Administrator may be different from the Settlement Administrator under the Settlement Agreement. The State Cost Fund Administrator shall be responsible for administering the State Cost Fund and making payments to Settling States.

5. **State Cost Fund Guidelines.** Monies in the State Cost Fund shall be released without any delay to reimburse Settling States for documented opioid litigation and investigation costs incurred or paid. In allocating the State Cost Fund, no funds shall be allocated for costs incurred after July 21, 2021. The State Cost Fund Committee shall establish guidelines for the submission and approval of expenses eligible for reimbursement from the State Cost Fund. The State Cost Fund Administrator shall, in accordance with such guidelines, receive from Settling States records sufficient to demonstrate the incurrence and/or payment of each expense attributable to investigation or litigation related to the opioid litigation, including any outstanding National Association of Attorneys General grant.

6. **State Cost Fund Payment Priorities and Residual.** To the extent that that the aggregate eligible submissions of costs and expenses from Settling States exceed the State Cost Fund Amount, payments to Settling States shall be paid in the following order until the State

Cost Fund is exhausted. If the State Cost Fund is unable to fully pay costs at any of the following levels, then Settling States with costs at that level shall be paid on a proportional basis. All expenses with a lesser priority from the level where the State Cost Fund is exhausted will not be reimbursed from the State Cost Fund. Costs shall be paid in the following order: (a) the reasonable costs of the State Cost Fund Administrator, if any; (b) repayment of the National Association of Attorneys General grants connected to opioid litigation; (c) costs incurred or paid by outside counsel for a Settling State litigating against Janssen apart from any fee owed; (d) litigation-related costs attributable to the Janssen case incurred or paid by a Settling State litigating against Janssen; (e) pre-suit investigation-related costs attributable to a Janssen investigation incurred or paid by either a Settling State outside counsel (not including any amount of fees or any costs which have already been reimbursed pursuant to clause (c), above) or a Settling State investigating Janssen; (f) costs incurred or paid by a Settling State or outside counsel litigating against another opioid defendant other than a cost share entered into by a Settling State, which costs have not yet been paid under a preceding clause of this paragraph; (g) the amounts paid by a Settling State as part of cost share related to the filing of a proof of claim in the Purdue Pharma, L.P. bankruptcy; and (h) the amounts paid by a Settling State as part of any other cost share, including, but not limited to the cost share entered into by the Non-Consenting States in the Purdue Pharma, L.P. bankruptcy. If the State Cost Fund has additional monies after payment of the State Cost Fund Administrator's and all Settling States' submitted costs, then the remaining funds will be provided to the National Association of Attorneys General to be placed in the Financial Services Fund for the purpose of funding grants for consumer protection or healthcare-related enforcement or training activities. In determining what costs are attributable to Janssen, the State Fund Committee shall develop a guideline that ensures that all Settling States are treated equitably.

**EXHIBIT T**  
**Severity Factors**

State	Severity Factor
Alabama	108.5243%
Alaska	107.8614%
American Samoa	102.7639%
Arizona	107.7129%
Arkansas	103.2818%
California	82.8688%
Colorado	95.2263%
Connecticut	121.0971%
Delaware	155.5946%
District of Columbia	88.3270%
Florida	107.9604%
Georgia	86.6675%
Guam	96.8019%
Hawaii	77.1051%
Idaho	93.0570%
Illinois	86.6318%
Indiana	108.6768%
Iowa	78.2056%
Kansas	89.6374%
Kentucky	150.0126%
Louisiana	105.2878%
Maine	132.7534%
Maryland	115.2160%
Massachusetts	110.3001%
Michigan	112.4239%
Minnesota	75.9148%
Mississippi	96.7243%
Missouri	107.8496%
Montana	99.7815%
N. Mariana Islands	100.2421%
Nebraska	71.9045%
Nevada	130.5519%
New Hampshire	144.4997%
New Jersey	102.3701%
New Mexico	128.9295%
New York	91.4472%

North Carolina	102.2754%
North Dakota	76.0864%
Ohio	123.0063%
Oklahoma	129.3047%
Oregon	108.9094%
Pennsylvania	118.2821%
Puerto Rico	73.9803%
Rhode Island	143.8802%
South Carolina	99.6801%
South Dakota	76.4482%
Tennessee	129.9078%
Texas	71.6286%
Utah	119.5878%
Vermont	140.2239%
Virgin Islands	100.4396%
Virginia	88.1611%
Washington	100.5007%
Wisconsin	99.6616%
Wyoming	100.9659%

## **EXHIBIT U**

### **Agreement on the State Outside Counsel Fee Fund**

1. **Creation of a State Outside Counsel Fee Fund.** Janssen and the Settling States agree to the creation of a state outside counsel fee fund to pay reasonable attorney's fees of Settling States with outside counsel in connection with litigation against Janssen (the "State Outside Counsel Fee Fund"). This agreement is a material part of the Settlement Agreement. All terms utilized in this Agreement shall have the same meaning as in the Settlement Agreement unless otherwise indicated.
2. **State Outside Counsel Fee Fund Administration.** The State Outside Counsel Fee Fund shall be administered separately from the Common Benefit Fund, the Contingency Fee Fund, the State Cost Fund, and the MDL Expense Fund. A committee of Attorneys General shall oversee the State Outside Counsel Fee Fund ("Fee Fund Committee"). The Fee Fund Committee shall initially consist of the following: (a) Arkansas; (b) Florida; (c) New Jersey; and (d) Puerto Rico. The Fee Fund Committee shall select a settlement fund administrator (who may or may not be different from the Settlement Administrator under the Distributor Agreement) (the "Fee Fund Administrator") who shall administer the State Outside Counsel Fee Fund according to the guidelines and directives of the Fee Fund Committee.
3. **State Outside Counsel Fee Eligibility.** To participate in the State Outside Counsel Fee Fund, an outside counsel for a Settling State must have filed and be maintaining an action in the name of a Settling State or its attorney general against Janssen in a state or federal court as of June 1, 2021. No Settling State can draw attorney's fees from both the State Outside Counsel Fee Fund and the similarly sized fund to reimburse Settling State's without outside counsel.
4. **State Outside Counsel Fee Fund Amount.** Janssen shall pay funds in the State Outside Counsel Fee Fund according to the schedule set forth below, as part of its annual Global Settlement Attorney Fee Amount payable to the Attorney Fee Fund, subject to the adjustments described below:

Payment Year 1	\$32,391,518.74
Payment Year 2	\$30,769,230.77
Payment Year 3	\$ 4,146,942.80
5. **State Outside Counsel Fee Fund Availability and Calculation of Amount.**
  - a. The State Outside Counsel Fee Fund shall be available to compensate private counsel for State Attorneys General for approved fees arising out of representation of the State pursuant to the schedule developed by the Fee Fund Committee and provided to Janssen.

- b. Fees shall be calculated by adding two components: (a) a fixed amount consisting of fifty (50%) of the amount allocated to a State utilizing the allocation percentage in the Settlement Agreement multiplied times 4.5%; and (b) a proportional percentage of the remaining fee due under that Settling State's contract assuming that fifty (50%) of the State's recovery is allocable to a Settling State (versus allocable to the Settling State's Subdivisions) so that the fees of all Settling States (minus the base amount that would have been due to any of Non-Settling States) exhausts the State Outside Counsel Fee Fund. The proportional share percentage will be the same for each Settling State included in the State Outside Counsel Fee Fund. All amounts paid will be less any costs or fees of the Fee Fund Administrator.

**6. Payment by the Fee Fund Administrator.**

- a. If a Settling State and a Settling State's outside counsel agree that the amount calculated in paragraph 5 above satisfies in full amounts owed to all Settling State outside counsel, then upon written notice of that agreement and counsel waiving in writing any entitlement to any additional fee, the Fee Fund Administrator shall pay that Settling State's outside counsel pursuant to the calculation and any schedule created by the Fee Fund Committee.
- b. If a Settling State's outside counsel does not agree that the amount calculated in Paragraph 5 above satisfies in full amounts owed by the Settling State, then the Settling State's share shall be placed in an interest bearing escrow account (less reasonable expenses of the Fee Fund Administrator) and held unless and until the Settling State and its outside counsel agree in a signed writing to a resolution of the amount outstanding or there is a final judgment entered that is no longer appealable.
- c. Upon being provided a signed, written agreement or the final non-appealable judgment, the Fee Fund Administrator shall release monies from the State Outside Counsel Fee Fund in either the amount held by the Fee Fund Administrator, if the amount of the agreement or judgment is equal to or more than the amount held, or the amount indicated in the agreement or in the final judgment, if the amount in the agreement or judgment is less than the amount held.
- d. Nothing herein, including the amounts listed in paragraph 5 above, shall prevent a Settling State from arguing in any proceeding with its outside counsel that (a) its recovery was less than fifty (50%) percent of the recovery in the Settlement Agreement down to and including fifteen (15%) percent of the total recovery; (b) any payment should be discounted by an appropriate discount rate commensurate to the risk of the Settlement Agreement and the timeline that the Settling State is receiving its payments; (c) the settlement amount should be lower because a Settling State's amounts were reduced because a Settling State's outside counsel failed to obtain joinder from a Settling State's Subdivision(s) who(m) the outside counsel also represented;

or (d) any limitation placed by Janssen bars payment of a higher fee to outside counsel.

- e. In the event the amount due to the Settling State's outside counsel from an escrow account is less than the total amount of funds escrowed on the account of the Settling State, the balance shall be paid to the Settling State. In no event, other than a State not being a Settling State, shall funds revert to Janssen.
- f. Amounts owed by Janssen to the State Outside Counsel Fee Fund shall be reduced and/or credited to Janssen by the amount specified in paragraph 7, below, for any Non-Settling outside counsel States.

**7. Reversion or Reduction of Amounts owed to Non-Settling States.** Amounts owed by Janssen to the State Outside Counsel Fee Fund shall be reduced on account of Non-Settling States as follows:

- a. If the State of Washington does not become a Participating State and eleven (11) of the other outside counsel States in the table below become Participating States, then the amount Janssen owes under paragraph 4 will be reduced by the State of Washington's Fixed Amount in the table below.
- b. If ten (10) outside counsel States in the table below become Participating States, then the amount Janssen owes under paragraph 4 will be reduced by the allocated Fixed Amount in the table below for each Non-Settling State.
- c. If nine (9) or fewer of the outside counsel States in the table below become Participating States, then the amount Janssen owes under paragraph 4 will be reduced by each Non-Settling State's allocated Fixed Amount plus half the difference between the Non-Settling State's full share of the "Fee Amount if all OC States Join" and the Fixed Amount for each Non-Settling State.

	JJ Allocation %	JJ Payment Amount	State Share	Contract Rate	Full Contract Amount	Fixed Amount	Fee Amount if all OC States Join
Arkansas	0.9663486633%	\$44,048,604.48	\$22,024,302.24	TIPAC	\$4,452,430.22	<b>\$991,093.60</b>	\$3,608,210.22
Florida	7.0259134409%	\$318,598,151.79	\$159,299,075.89	TIPAC	\$11,464,953.79	<b>\$7,168,458.42</b>	\$10,417,038.57
Idaho	0.5254331620%	\$24,023,889.47	\$12,011,944.74	10%	\$1,201,194.47	<b>\$540,537.51</b>	\$1,040,060.24
Kentucky	2.0929730531%	\$95,444,090.08	\$47,722,045.04	TIPAC	\$4,636,102.25	<b>\$2,147,492.03</b>	\$4,029,130.22
Mississippi	0.8898883053%	\$40,549,243.09	\$20,274,621.55	TIPAC	\$4,277,462.16	<b>\$912,357.97</b>	\$3,456,713.24
Nevada	1.2486754235%	\$56,896,524.63	\$28,448,262.31	19%	\$5,405,169.84	<b>\$1,280,171.80</b>	\$4,399,082.82
New Hampshire	0.6258752503%	\$28,620,454.86	\$14,310,277.43	27%	\$3,863,761.41	<b>\$643,960.23</b>	\$3,078,451.90
New Jersey	2.7551354545%	\$124,934,796.18	\$62,467,398.09	33%	\$20,614,241.37	<b>\$2,811,032.91</b>	\$16,272,038.83
New Mexico	0.8557238713%	\$39,104,404.67	\$19,552,202.33	24	\$4,692,528.56	<b>\$879,849.11</b>	\$3,762,616.04
Ohio	4.3567051408%	\$197,559,821.57	\$98,779,910.78	TIPAC	\$8,438,995.54	<b>\$4,445,095.99</b>	\$7,464,883.44
Puerto Rico	0.7263201134%	\$33,083,484.37	\$16,541,742.19	25%	\$4,135,435.55	<b>\$744,378.40</b>	\$3,308,356.71
South Dakota	0.2169945907%	\$9,948,315.49	\$4,974,157.75	12%	\$596,898.93	<b>\$233,837.10</b>	\$505,909.15
Washington	2.3189040182%	\$105,153,378.36	\$52,576,689.18	13.5%	\$7,097,853.04	<b>\$2,365,951.01</b>	\$5,943,742.14

8. In the event that the Fee Fund Administrator has received from Janssen part or all of the amount that Janssen is entitled to offset under paragraph 7 above, the Fee Fund Administrator shall return to Janssen the amount so received.