

**MONTANA DEPARTMENT OF PUBLIC HEALTH AND HUMAN SERVICES/  
MONTANA DEPARTMENT OF JUSTICE  
MEMORANDUM OF UNDERSTANDING:  
ALLOCATION AND USE OF OPIOID SETTLEMENT FUNDS**

**Section 1. Parties and Purpose of Agreement:**

- 1.1 The Memorandum of Understanding (MOU) is entered between the Montana Department of Public Health and Human Services (DPHHS) and the Montana Department of Justice (DOJ), each a "Department" and collectively, the "Departments."
- 1.2 The purpose of this MOU is to provide for the allocation of Settlement Funds allocated to the State of Montana Fund pursuant to past, present, and future multi-state opioid settlements, including but not limited to the Distributor Settlement Agreement (dated March 25, 2022) and the Janssen Settlement Agreement (revised March 30, 2022). All capitalized terms in this MOU have the definitions given to them in such settlement agreements.

**Section 2. Allocation of Funds:**

- 2.1 The Settlement Funds allocated to the State of Montana Fund will be evenly divided between DOJ and DPHHS, such that 50% shall be allocated to DPHHS and 50% to DOJ.
- 2.2 Each Department will determine how to best use its portion of the funds for Approved Uses, also referred to as Approved Purposes.
- 2.3 DOJ and DPHHS may collaborate on use of the Settlement Funds allocated to them, including for funding certain programs, as desired.
- 2.4 As a minimum, each Department will communicate with the other as follows:
  - Once per quarter, each Department will provide to the other, in writing, a summary of any programs or activities funded in such quarter, any programs in the process of being funded, and any programs being considering for funding.
  - To the extent not encompassed in the above, each Department will disclose to the other the planned funding of any program or activity as expediently as possible after receiving a funding request.
  - Each Department will communicate to the other any need for technical assistance on Approved Uses or Opioid Remediation. At DOJ's request, DPHHS will provide subject matter expertise on Approved Uses or Opioid Remediation (including Approved Uses).

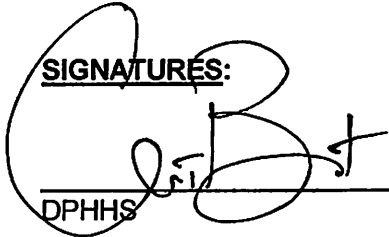
**Section 3. Term and Effective Date:**

- 3.1 This MOU is effective upon the date of the last signature to it. It may be terminated on agreement of both parties after all Settlement Funds allocated to the State of Montana Fund are distributed.


**Section 4. Modification:**

4.1 This document contains the entire agreement between the parties and any statements, promises, or inducements made by either party, or agents of either party, which are not contained in this MOU shall not be valid or binding. The MOU shall not be enlarged, modified, or altered, except upon written agreement signed by both parties to this MOU.

**SIGNATURES:**

  
\_\_\_\_\_  
DPHHS

11/15/23  
DATE

  
\_\_\_\_\_  
DOJ

November 1, 2023  
DATE

Approved as to Legal Content :

  
\_\_\_\_\_  
PAULA STANNARD, Chief Legal Counsel  
DPHHS

11/1/2023  
DATE

  
\_\_\_\_\_  
AISLINN W. BROWN, Bureau Chief  
Agency Legal Services Bureau

October 31, 2023  
DATE