ORIGINAL

INTERLOCAL AGREEMENT
BETWEEN
THE CITY OF SAN ANTONIO AND BEXAR COUNTY

This INTERLOCAL AGREEMENT (the "Agreement") is made and entered into by and between the CITY OF SAN ANTONIO ("CITY"), a Texas Home Rule Municipality, and the COUNTY OF BEXAR, a political subdivision of the State of Texas ("COUNTY"). CITY and COUNTY shall collectively be referred to as the "Parties" and singularly each a "Party". This Agreement is made and entered into by the Parties pursuant to the authority granted under the Interlocal Cooperation Act, Texas Government Code, Chapter 791, *et seq.*

WITNESSETH

WHEREAS, Texas Government Code, Chapter 791, authorizes local governments to contract to the greatest extent possible with one another and with agencies of the state; and

WHEREAS, Texas Government Code, section 791.011 provides that a local government may contract with another to perform governmental functions and services, and the definition of "governmental function and services" under Section 791.003(3) includes the areas of public health and welfare; and

WHEREAS, Bexar County and the San Antonio area face significant challenges related to substance use disorders (SUDs) and associated harms, including overdose deaths, infectious diseases, and social inequities; and

WHEREAS, without intervention, the community faces continued increases in overdose deaths, infectious disease transmission, and social inequities; and

WHEREAS, the CITY supports a harm reduction program which will provide non-judgmental support, access to life-saving resources, and pathways to treatment and recovery for individuals at high risk of harm due to substance use; and

WHEREAS, COUNTY in response to these challenges, can provide a harm reduction program to provide comprehensive services and interventions aimed at reducing the negative consequences of substance use while promoting the health and well-being of individuals and communities; and

WHEREAS, CITY desires COUNTY to provide harm reduction measure project services; and

WHEREAS, the COUNTY represents that it possesses the knowledge, ability, professional skills, and qualifications to perform this work in an expeditious and economical manner consistent with CITY's interests; and

NOW THEREFORE, in consideration of the promises, mutual covenants, and agreements contained herein, the parties agree as follows:

ARTICLE I
PURPOSE

1.1 The purpose of this Interlocal Agreement is to establish the terms and conditions under which COUNTY will provide certain specified public health services for supporting harm reduction

activities, which may include the distribution of syringes, smoke kits, safe sex kits, hygiene, overdose response kits, respirators, face shields, gloves, alcohol wipes, and other harm reduction items as designated by the COUNTY (the "Services"), as more specifically stated in Scope of Work attached and incorporated herein as **Exhibit "A"**, as part of the San Antonio Metropolitan Health District's (Metro Health) Mental Health Program consistent with **Exhibit "E" -List of Opioid Remediation Uses, Schedule B, Approved Uses,** attached hereto and incorporated herein for all purposes. During the initial term of the Agreement, the CITY will provide One Hundred Thousand and No/100 Dollars ($100,000.00) and COUNTY will provide One Hundred Thousand and No/100 Dollars ($100,000.00) to implement effective harm reduction strategies. This Agreement shall also establish the CITY's and COUNTY's obligations, costs, and the manner and method of payment for provided Services.

ARTICLE II
TERM

2.1 The term of this Agreement commences upon execution and shall be for a term of one year ("Term").

2.2 If funding for the entire Agreement is not appropriated at the time this Agreement is entered into, CITY retains the right to terminate this Agreement at the expiration of each of CITY's budget periods, and any additional contract period beyond September 30, 2025, is subject to and contingent upon subsequent appropriation. If the Agreement is terminated pursuant to this section, CITY agrees to pay COUNTY for all work approved and performed prior to termination.

ARTICLE III
DESIGNATED REPRESENTATIVES

3.1 COUNTY hereby appoints Melissa D. Lucio, as its designated representative ("COUNTY's Designated Representative") with regard to the Services to be performed herein. COUNTY may change its designated representative at any time and must provide CITY with written notice of the change.

3.2 CITY hereby appoints Claude A. Jacob, DrPH, MPH, Director of San Antonio Metropolitan Health District, as its designated representative (City's Designated Representative") with regard to the Services to be performed herein. CITY may change its designated representative at any time and must provide COUNTY with written notice of the change.

ARTICLE IV
CITY'S OBLIGATIONS

4.1 CITY agrees to pay COUNTY for Services provided as outlined in Article VI, Compensation.

ARTICLE V
COUNTY'S SERVICES

5.1 COUNTY represents and warrants that all Services listed above and in the attached **Exhibit "A"** will be performed in a professional manner by qualified personnel who possess the necessary skills and expertise to perform the specific Service in accordance with the terms of this Agreement and applicable law.

5.2 Additionally, COUNTY represents that it will:

(a) provide the Services in a timely and efficient manner and to a professional standard which is not less than the standard generally observed for the provision of services similar to the service provided;

(b) select a qualified vendor which will then provide their own personnel and facility to complete the obligations under this Agreement;

(c) maintain an accurate record of the costs related to the provision of Services which documents the work performed and the costs and expenses related thereto that will be furnished to the CITY under the terms of this Agreement; and

(d) provide CITY with the necessary instructions, materials, feedback information, and other assistance, as appropriate, to enable the CITY to perform its oversight and budgetary obligations.

5.3 COUNTY's specific duties and responsibilities under the Agreement shall include:

5.3.1 COUNTY shall direct and use the funds as permitted by Texas Government Code § 526.0056 and the opioid settlement fund agreement's **Exhibit "E" - List of Opioid Remediation Uses, Schedule B, Approved Uses, Section H, Item 9,** attached hereto and incorporated herein for all purposes.

5.3.2 COUNTY shall participate in collaborative efforts to establish shared standards for data collection and comprehensive syringe services.

5.1.3 COUNTY shall establish and maintain dedicated funding for operating supplies needed by harm reduction partners.

5.3.4 COUNTY shall consult and coordinate through the selected vendor and Metro Health's Policy & Civic Engagement Office to strengthen local harm reduction infrastructure.

5.3.5 COUNTY shall attend quarterly meetings convened by Metro Health's Policy & Civic Engagement Office which will develop community-wide consensus metrics, SOPs for harm reduction and eventually, wraparound services.

5.3.6 COUNTY shall provide the following deliverables: Quarterly reports of total dollar amounts or total supplies, as applicable, received from COUNTY by each harm reduction partner, including subcontractors. Reports about funds will indicate the amount or percentage of funds used for 1) operating supplies and 2) if applicable, wraparound services (with description of services). Reports about supplies will specify the type and number of units received from COUNTY by each harm reduction partner, including subcontractor. Reports are due by the last business day of December, March, June and September.

ARTICLE VI
COMPENSATION

6.1 In consideration of COUNTY's performance in a satisfactory and efficient manner, as determined solely by CITY's Designated Representative, of all Services and activities set forth in this

Agreement, CITY agrees to pay COUNTY an amount not to exceed **ONE HUNDRED THOUSAND AND NO/100THS ($100,000.00)** as total compensation to be paid to COUNTY as follows: COUNTY shall submit the attached invoice **Exhibit "B"** to the CITY for up to Twenty-Five Thousand and No/100 Dollars ($25,000.00) with each quarterly report. During the initial term of the Agreement, the COUNTY will provide One Hundred Thousand and No/100 Dollars ($100,000.00) to implement effective harm reduction strategies under this Agreement consistent with **Exhibit "E"**.

The CITY will reimburse COUNTY for actual expenses incurred on a cost reimbursement basis for eligible activities approved by CITY and only for allowable costs incurred by COUNTY. COUNTY shall submit invoices **Exhibit "B"** and general ledger, which detail the specific costs COUNTY expensed for the Services delivered as described in **Exhibit "A"**- Scope of Work and any supporting documentation of costs as may be required by CITY.

6.2 CITY agrees to pay COUNTY in accordance with section 6.1. CITY will pay COUNTY upon submission of invoices **Exhibit "B"** outlining the work completed in accordance with the attached **Exhibit "A"** Scope of Work for the contract term described in Article V. above and the amount due and owing. CITY shall pay COUNTY within thirty (30) days of submission of each invoice **Exhibit "B"** to the CITY. The total payments hereunder shall not exceed the amount set forth Section 6.1 above, without prior approval and agreement of all Parties, evidenced in writing.

6.3 Invoices **Exhibit "B"** shall be submitted to: Accounts.Payable@sanantonio.gov and copy to SAMHD.Invoices@sanantonio.gov or by mail to City of San Antonio, Accounts Payable, P.O. Box 839976, San Antonio, Texas 78283-3976, with a copy to City of San Antonio, San Antonio Metropolitan Health District, P.O. Box 839966, San Antonio, Texas 78283-3966.

6.4 Final acceptance of work products and Services require written approval by CITY, as determined by the City's Designated Representative as the CITY's approval official. Payment will be made to COUNTY following written approval of the final work products and Services by City's Designated Representative. CITY shall not be obligated or liable under this Agreement to any party, other than COUNTY, for the payment of any monies or the provision of any goods or services.

6.5 COUNTY agrees to provide any and all documentation required for inclusion in any report required by City. All Services required under this Agreement will be performed to CITY's satisfaction, and CITY will not be liable for any payment under this Agreement for services which are unsatisfactory, and which have not been approved by CITY. The payment for services provided hereunder will not be paid until required reports, data, and documentation have been received and approved by the CITY, as determined by the City's Designated Representative as the CITY's approval official.

6.6 The CITY and COUNTY agree that any payment by either Party for the performance of governmental functions or services must make those payments from current revenues available to the paying Party.

ARTICLE VII
CONFIDENTIALITY AND OWNERSHIP OF DOCUMENTS

7.1 COUNTY agrees to maintain in confidence all information received from CITY pertaining to the Services, including, without limitation, reports, information, project evaluation, project designs, other related information (collectively, the "Confidential Information") and to use the Confidential Information for the sole purpose of performing its obligations pursuant to this Agreement. COUNTY shall protect the Confidential Information and shall take all reasonable steps to prevent

the unauthorized disclosure, dissemination, or publication of the Confidential Information. If disclosure is required (i) by law or (ii) by order of a governmental agency or court of competent jurisdiction, COUNTY shall, where possible, give the City's Designated Representative prior written notice that such disclosure is required with a full and complete description regarding such requirement. COUNTY certifies that it has established procedures designed to meet the obligations of this Article. This Article shall not be construed to limit the CITY's or its authorized representatives' right to obtain copies, review and audit records or other information, confidential or otherwise, under this Agreement. All confidential obligations contained herein (including those pertaining to information transmitted orally) shall survive the termination of this Agreement. The Parties shall ensure that their respective employees, agents, and contractors are aware of and shall comply with the aforementioned obligations. The foregoing shall not apply when, after and to the extent the Confidential Information disclosed, as documented by competent evidence:

(i) is not disclosed in writing or reduced to writing and marked with an appropriate confidentiality legend within thirty (30) days after disclosure;
(ii) is already in COUNTY's possession at the time of disclosure as evidenced by written records in the possession of the COUNTY prior to such time;
(iii) is or later becomes part of the public domain through no fault of the COUNTY;
(iv) is received from a third party having no obligations of confidentiality to the CITY;
(v) is independently developed by: the COUNTY by its personnel having no access to the Confidential Information.

7.2 Within a period not to exceed sixty (60) calendar days after the expiration, or early termination, date of the Agreement, COUNTY shall submit all reports, data and materials required to be delivered pursuant to this Agreement to CITY.

7.3 In accordance with Texas law, COUNTY acknowledges and agrees that all local government records as defined in Chapter 201, Section 201.003 (8) of the Texas Local Government Code created or received in the transaction of official business or the creation or maintenance of which were paid for with public funds are declared to be public property and subject to the provisions of Chapter 201 of the Texas Local Government Code and Subchapter J, Chapter 441 of the Texas Government Code. Thus, COUNTY agrees that no such local government records produced by or on the behalf of COUNTY pursuant to this Agreement shall be the subject of any copyright or proprietary claim by COUNTY.

ARTICLE VIII
TERMINATION

8.1 For purposes of this Agreement, "termination" of this Agreement shall mean termination by expiration of the Agreement term or earlier termination pursuant to any of the provisions hereof.

8.2 TERMINATION BY NOTICE: The Agreement may be terminated by either Party upon written notice, provided such notice specifies an effective date of termination, which shall be not less than thirty (30) calendar days from the date such notice is received by the other Party. If the notice does not specify a date of termination, the effective date of termination shall be thirty (30) calendar days after receipt of the notice by the other Party.

8.3 TERMINATION FOR CAUSE: Should either Party default in the performance of any of the terms or conditions of this Agreement, the non-defaulting Party shall deliver to the defaulting Party written notice thereof specifying the matters on default. The defaulting Party shall have ten (10)

calendar days after its receipt of the written notice to cure such default If the defaulting Party fails to cure the default within such ten (10) day period, this Agreement shall terminate at 11:59 p.m. on the tenth day after the receipt of the notice by the defaulting party.

8.4 TERMINATION BY LAW: If any state or federal law or regulation is enacted or promulgated which prohibits the performance of any of the duties herein or if any law is interpreted to prohibit such performance, this Agreement shall automatically terminate as of the effective date of such prohibition.

8.5 Within twenty-one (21) calendar days of the effective date of termination (unless an extension is authorized in writing by the CITY), COUNTY shall submit to the CITY, its claim, in detail, for the monies owed by the CITY for Services performed under this Agreement through the effective date of termination.

ARTICLE IX
INDEPENDENT CONTRACTOR

9.1 It is expressly understood and agreed that CITY and COUNTY shall be responsible for their own respective acts, or omissions and that the CITY and COUNTY shall in no way be responsible for the other Party's respective acts or omissions therefore, and that neither Party hereto has authority to bind the other or to hold to third parties that it has the authority to bind the other.

9.2 Nothing contained herein shall be deemed or construed by the parties to or by any third party as creating the relationship of employer-employee, principal-agent, partners, joint venture, or any other similar such relationship, between the parties hereto.

9.3 Any and all of the employees of COUNTY, wherever located, while engaged in the performance of any work required by the CITY under this Agreement shall be considered employees of COUNTY only, and not of the CITY, and any and all claims that may arise from the Workers' Compensation Act on behalf of said employees while so engaged, shall be the sole obligation and responsibility of the COUNTY.

ARTICLE X
INSURANCE

10.1 COUNTY and CITY each maintain a self-insurance fund for general liability and workers' compensation claims and causes of action to meet their statutory obligations to their respective employees.

ARTICLE XI
NO INDEMNIFICATION BY PARTIES

11.1 COUNTY and CITY acknowledge they are subject to, and comply with, the applicable provisions of the Texas Tort Claims Act, as set out in Civil Practices and Remedies Code, Section 101.001 et seq. and the remedies authorized therein regarding claims or causes of action that may be asserted by third parties for accidents, injuries or deaths.

ARTICLE XII
STATISTICS AND DOCUMENTATION

12.1 CITY and COUNTY will follow medical records standards in exchanging client care information. Both Parties shall comply with applicable confidentiality statutory provisions and rules, including the Health Insurance Portability and accountability Act (HIPAA) requirements and state medical privacy laws.

ARTICLE XIII
AUDIT

13.1 COUNTY shall keep at all times during the term of this Agreement complete financial records documenting the Services provided to CITY. Authorized representatives of CITY shall have the right to examine all financial records of COUNTY as those records pertain to the Services rendered for CITY. The written request for an audit, which shall list with specificity all records CITY desires to examine during a particular audit, will be submitted to the COUNTY at least ten (10) days prior to the requested date of examination by CITY representatives. CITY agrees to provide COUNTY with a copy of CITY's final report regarding each audit within thirty (30) days of completion. The Parties shall maintain all pertinent financial records for the term of this Agreement and for four (4) years after termination of this Agreement, or as required by law, whichever is longer.

ARTICLE XIV
NOTICES

14.1 All notices to be given under this Agreement shall be in writing and shall either be personally delivered or sent by certified mail or registered mail, return receipt requested postage prepaid and addressed to the proper party at the address which appears below or at such other address as the Parties may designate.

If intended to CITY:

City of San Antonio
San Antonio Metropolitan Health District
Attn: Health Director
100 W. Houston, 14th floor
San Antonio, Texas 78205

If intended for COUNTY:

Bexar County
Attn: Melissa D. Lucio
Substance Use Disorder Program Manager
203 W. Nueva, Suite 3.62
San Antonio, Texas 78207

ARTICLE XV
ASSIGNMENT AND SUBCONTRACTING

15.1 COUNTY shall supply qualified personnel as may be necessary to complete the work to be performed under this Agreement. Persons retained, to perform work pursuant to this Agreement shall be the employees or subcontractors of COUNTY. COUNTY, its employees or its subcontractors shall perform all necessary work.

15.2 Any work or Services approved for subcontracting hereunder shall be subcontracted only by written contract and, unless specific waiver is granted in writing by the CITY, shall be subject by its terms to each and every applicable provision of this Agreement. Compliance by subcontractors with this Agreement shall be the responsibility of COUNTY. CITY shall in no event be obligated to any third party, including any subcontractor of COUNTY, for performance of Services or payment of fees. Any references in this Agreement to an assignee, transferee, or subcontractor, indicate only such an entity as has been approved by the CITY, such approval not to be unreasonably withheld.

15.3 Except as otherwise stated herein, the Parties may not sell, assign, pledge, transfer or convey any interest in this Agreement, nor delegate the performance of any duties hereunder, by transfer, by subcontracting or any other means, without the consent of the other Party.

ARTICLE XVI
COMPLIANCE WITH LAWS AND ORDINANCES

16.1 The Parties hereby agree to comply with all federal, state, and local laws and ordinances, rules and regulations applicable to the work or Services to be performed under this Agreement.

ARTICLE XVII
LICENSES/CERTIFICATIONS

17.1 COUNTY certifies that COUNTY staff and any other person designated to provide Services hereunder has the requisite training, license and/or certification to provide said Services, and meets all competence standards promulgated by all other authoritative bodies, as applicable to the Services provided herein.

ARTICLE XVIII
CONFLICT OF INTEREST

18.1 The Charter of the City of San Antonio and the City of San Antonio. Code of Ethics prohibit a City officer or employee, as those terms are defined in Section 2-52 of the Code of Ethics, from having a direct or indirect financial interest in any contract with the City. An officer or employee has a "prohibited financial interest" in a contract with the City or in the sale to the City of land, materials, supplies or service, if any of the following individual(s) or entities is a party to the contract or sale:

- a City officer or employee; his or her spouse, sibling, parent, child or other family member within the first degree of consanguinity or affinity;
- an entity in which the officer or employee, or his or her parent, child or spouse directly or indirectly owns (i) 10 percent or more of the voting stock or shares of the entity, or (ii) 10 percent or more of the fair market value of the entity; or
- an entity in which any individual or entity listed above is (i) a subcontractor on a City contract, (ii) a partner or (iii) apparent or subsidiary entity.

18.2 Pursuant to the subsection above, COUNTY certifies, and this Agreement is made in reliance thereon, that by contracting with the City, COUNTY does not cause a City employee or officer to have a prohibited financial interest in the Contract. COUNTY further certifies that it has tendered to the City a Contracts Disclosure Statement in compliance with the City's Ethics Code.

ARTICLE XIX
TEXAS LAW TO APPLY

19.1 This Agreement shall be construed under and in accordance with the laws of the State of Texas. The Parties agree that venue for any action is proper in Bexar County, Texas.

ARTICLE XX
PRIOR AGREEMENTS SUPERSEDED

20.1 This Agreement constitutes the sole and only agreement of the Parties and supersedes all prior understandings or written or oral agreements between the Parties regarding the subject matter of the Agreement.

ARTICLE XXI
AMENDMENT

21.1 No amendment, modification or alteration of the terms hereof shall be binding unless the same be in writing, dated subsequent to the date hereof and duly executed by the CITY and COUNTY.

ARTICLE XXII
MULTIPLE COUNTERPARTS

22.1 This Agreement may be executed in several counterparts by the Parties hereto and each counterpart, when so executed and delivered, shall constitute an original instrument and such separate counterparts shall constitute but one and the same instrument.

ARTICLE XXIII
PARTIES BOUND

23.1 This Agreement shall be binding upon and inure only to the benefit of the Parties hereto and their respective successors and assigns where permitted by this Agreement. There are no third-party beneficiaries to this Agreement.

ARTICLE XXIV
LEGAL CONSTRUCTION

25.1 In case any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal or unenforceable in any respect, such invalid, illegal, or unenforceable provision shall not affect any other provision hereof and this Agreement shall be construed as if such invalid, illegal or unenforceable provision had never been contained herein.

EXECUTED IN DUPLICATE ORIGINALS, EACH OF WHICH SHALL HAVE THE FULL FORCE AND EFFECT OF AN ORIGINAL, this the _____ day of _____, 2025.

[*Signature Page to Follow*]

COUNTY OF BEXAR

By: _____
PETER SAKAI
County Judge
3-25-2025

CITY OF SAN ANTONIO

_____
Claude A. Jacob, DrPH, MPH
Health Director
San Antonio Metropolitan Health District

Approved as to form:

_____
City Attorney

APPROVED AS TO LEGAL FORM:

By: _____
Peter Coussoulis
Assistant Criminal District Attorney
Civil Division

APPROVED AS TO FINANCIAL CONTENT:

By: _____
LEO S. CALDERA, CIA, CGAP
County Auditor

By: _____
DAVID SMITH
County Manager

APPROVED:

_____
Andrea Guerrero, PhD, MPH
Preventive Health and Environmental Services

Exhibit "A"
Scope of Work

I. **Project Title**: City of San Antonio (CITY) /Bexar County (COUNTY)Collaboration - Harm Reduction Initiative

II. **Parties Involved**:
City of San Antonio (CITY)
Bexar County Department of Behavioral Health
Funding Source: Opioid Settlement Dollars
Vendor: Pending selection through the Bexar County procurement process.

III. **Project Overview**:
The purpose of the CITY/COUNTY collaboration is to utilize Opioid Settlement funds for Harm Reduction initiatives. During the initial term of the Agreement, the CITY will provide **One Hundred Thousand and No/100 Dollars** ($100,000.00) and COUNTY will at minimum provide **One Hundred Thousand and No/100 Dollars** ($100,000.00) to implement effective harm reduction strategies within the City of San Antonio and Bexar County. The selected vendor will be responsible for executing the project deliverables as outlined in Section "V." COUNTY will use funds according to Texas law and the opioid settlement requirements to support these harm reduction efforts. COUNTY will have oversight of the selected harm reduction vendor activities and performance metrics. The agreement will detail the responsibilities, costs, and payment methods for the services provided by both the CITY/COUNTY.

IV. **Project Objectives**:
The purpose of this agreement is to outline how the COUNTY will provide specific public health services in collaboration with the CITY to support harm reduction activities. These services, provided by COUNTY's selected vendor, may include distributing syringes, smoke kits, safe sex kits, hygiene items, overdose response kits, personal protective equipment, alcohol wipes or other designated harm reduction items.

V. **Roles/Responsibilities/Deliverables of/by COUNTY:**

1. Quarterly Financial Reports:

- COUNTY shall submit to CITY detailed quarterly reports showing the total dollar amount allocated by the COUNTY to the selected vendor.
- Reports are due by the last business day of December, March, June, and September.
- Reports should break down how the funds were used in the following category:

Operating supplies - Operating supplies include all materials and resources necessary for the day-to-day functioning of harm reduction programs. These supplies ensure that services can be delivered effectively and safely.

  - Syringes: New, sterile syringes provided through syringe exchange programs.

- Smoke Kits: Kits that include safer smoking supplies to reduce the harm associated with smoking substances.
- Safer Sex Kits: Includes condoms, lubricants, and educational materials to promote safer sex practices.
- Hygiene Items: Basic hygiene supplies such as soap, hand sanitizer, and disinfectant wipes.
- Personal Protective Equipment (PPE): Gloves, and if suspected fentanyl is visible, then respirators and eye protection for staff and clients to ensure safety during interactions.
- Alcohol Wipes: Used for sterilization and safer injection practices
- Wound care supplies: Medical supplies for individuals with injection-related injuries or infections.

2. COUNTY shall submit to CITY Quarterly Meeting Attendance Reports:

- Attendance at quarterly meetings organized by Metro Health's Policy & Civic Engagement Office.

3. Collaborate with CITY on project planning and implementation.
4. Provide funds for this Agreement during the initial term to be used for, but not limited to syringe supplies. During a renewal term, if any, the COUNTY may at its option provide unmatched funding for harm reduction strategies under this Agreement. COUNTY reporting for COUNTY funds used should be consistent with Section V above to include how many syringes were purchased and distributed.
5. Provide deliverables as outlined in the SOW.
6. Provide additional support and resources as needed.
7. Assist in community outreach and engagement efforts.

VI. Roles and Responsibilities of CITY:

1. Lead collaborative efforts to establish shared standards for data collection and comprehensive syringe services.
2. Facilitate access to necessary resources and data.

Exhibit "B"
Invoice

Agency Name

Agency Address
San Antonio, TX 78XXX

INVOICE

BILL TO:
City of San Antonio
Metropolitan Health District
PO Box 839966
San Antonio, TX 78283

INVOICE # XXXX
DATE MM/DD/2024
DUE DATE MM/DD/2024

Purchase Order #

DATE	SERVICE	DESCRIPTION	AMOUNT
MM/DD/2024	Supply Type	March – May 2024 1st Qtr Invoice	$XX,XXX.XX

SUBTOTAL	$XX,XXX.XX
TAX	-
TOTAL	$XX,XXX.XX
BALANCE DUE	$XX,XXX.XX

Exhibit "E"
List of Opioid Remediation Uses; Schedule B, Approved Uses

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

PART ONE: TREATMENT

A. TREAT OPIOID USE DISORDER (OUD)

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

1. Expand availability of treatment for OUD and any co-occurring SUD/MH conditions, including all forms of Medication-Assisted Treatment ("*MAT*") approved by the U.S. Food and Drug Administration.

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

3. Expand telehealth to increase access to treatment for OUD and any co-occurring SUD/MH conditions, including MAT, as well as counseling, psychiatric support, and other treatment and recovery support services.

4. Improve oversight of Opioid Treatment Programs ("*OTPs*") to assure evidence-based or evidence-informed practices such as adequate methadone dosing and low threshold approaches to treatment.

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

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

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

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

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

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

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

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

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

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

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

B. SUPPORT PEOPLE IN TREATMENT AND RECOVERY

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

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

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

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

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

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

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

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

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

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

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

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

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

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

14. Create and/or support recovery high schools.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

D. ADDRESS THE NEEDS OF CRIMINAL JUSTICE-INVOLVED PERSONS

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

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

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

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

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

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

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

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

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

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

4. Provide evidence-informed treatment, including MAT, recovery support, harm reduction, or other appropriate services to individuals with OUD and any co-occurring SUD/MH conditions who are incarcerated in jail or prison.

5. Provide evidence-informed treatment, including MAT, recovery support, harm reduction, or other appropriate services to individuals with OUD and any co-occurring SUD/MH conditions who are leaving jail or prison or have recently left jail or prison, are on probation or parole, are under community corrections supervision, or are in re-entry programs or facilities.

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

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

E. ADDRESS THE NEEDS OF PREGNANT OR PARENTING WOMEN AND THEIR FAMILIES, INCLUDING BABIES WITH NEONATAL ABSTINENCE SYNDROME

Address the needs of pregnant or parenting women with OUD and any co-occurring SUD/MH conditions, and the needs of their families, including babies with neonatal abstinence syndrome ("*NAS*"), through evidence-based or evidence-informed programs or strategies that may include, but are not limited to, those that:

1. Support evidence-based or evidence-informed treatment, including MAT, recovery services and supports, and prevention services for pregnant women—or women who could become pregnant—who have OUD and any co-occurring SUD/MH conditions, and other measures to educate and provide support to families affected by Neonatal Abstinence Syndrome.

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

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

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

5. Provide training to health care providers who work with pregnant or parenting women on best practices for compliance with federal requirements that children born with NAS get referred to appropriate services and receive a plan of safe care.

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

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

8. Provide enhanced support for children and family members suffering trauma as a result of addiction in the family; and offer trauma-informed behavioral health treatment for adverse childhood events.

9. Offer home-based wrap-around services to persons with OUD and any co-occurring SUD/MH conditions, including, but not limited to, parent skills training.

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

PART TWO: PREVENTION

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

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

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

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

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

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

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

    1. Increase the number of prescribers using PDMPs;

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

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

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

7. Increasing electronic prescribing to prevent diversion or forgery.

8. Educating dispensers on appropriate opioid dispensing.

G. PREVENT MISUSE OF OPIOIDS

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

1. Funding media campaigns to prevent opioid misuse.

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

3. Public education relating to drug disposal.

4. Drug take-back disposal or destruction programs.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

6. Public education relating to emergency responses to overdoses.

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

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

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

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

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

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

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

PART THREE: OTHER STRATEGIES

I. FIRST RESPONDERS

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

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

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

J. LEADERSHIP, PLANNING AND COORDINATION

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

1. Statewide, regional, local or community regional planning to identify root causes of addiction and overdose, goals for reducing harms related to the opioid epidemic, and areas and populations with the greatest needs for treatment intervention services, and

to support training and technical assistance and other strategies to abate the opioid epidemic described in this opioid abatement strategy list.

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

3. Invest in infrastructure or staffing at government or not-for-profit agencies to support collaborative, cross-system coordination with the purpose of preventing overprescribing, opioid misuse, or opioid overdoses, treating those with OUD and any co-occurring SUD/MH conditions, supporting them in treatment or recovery, connecting them to care, or implementing other strategies to abate the opioid epidemic described in this opioid abatement strategy list.

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

K. TRAINING

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

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

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

L. RESEARCH

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

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

2. Research non-opioid treatment of chronic pain.

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

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

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

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

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

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

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