NON-PROCUREMENT DOCUMENTS ONLY
ROUTE THROUGH DOCUSIGN – NOT ORACLE

ROUTING COVER SHEET

Document Details	
Document Type	Grant Agreement
Parties	
County Contact Information	
Boulder County Legal Entity	Boulder County
Department	Community Services Department
Division/Program	Community Services
Mailing Address	P.O. Box 471, Boulder, CO 80306
Contract Contact – *Name, email*	Kelly Veit, kveit@bouldercounty.gov / Tucker Eurman, teurman@bouldercounty.gov
Invoice Contact – *Name, email*	Kelly Veit, kveit@bouldercounty.gov / Tucker Eurman, teurman@bouldercounty.gov
Other Party Contact Information	
Name	Colorado Opioid Abatement Council (COAC)
Mailing Address	1300 Broadway, 10th Floor, Denver, CO 80203
Contact 1 – *Name, title, email*	COAC@coag.gov
Contact 2 – *Name, title, email*	N/A
Term	
Start Date	7/1/2025
Expiration Date	7/1/2027
Brief Description of Work/Services Provided	
This grant award is in partnership with Broomfield County and Clinica Family Health and Wellness. It has been vetted by the Boulder County Regional Opioid Council, chaired by Commissioner Levy, and facilitated by Community Services. The funding will aid in the buildout of an acute care substance use treatment center in Louisville. The main components of the grant are infrastructure buildout; launching a full continuum of treatment and recovery-based services within the space; and investigating integration of Clinica's Electronic Health Record system with the various referral platforms in use among Broomfield and Boulder Counties.	
Revenue Contract/Lease Details	
Amount	$500,000
Fixed Price or Not-to-Exceed?	Not-to-Exceed
Grant Details	
Award # (if any)	N/A
Signature Deadline	N/A
Project/Program Name	On-ramp to Resilience
Project/Program Start Date	7/1/25
Project/Program End Date	7/1/27
Capital or Operating?	Capital
Grant Funding	
Amount: Federal Funds	$0.00
Amount: State Funds	$500,000
Amount: Other (specify)	$0.00
Amount: Match (dollars)	$0.00
Amount: Match (in-kind)	$0.00
Total Project Budget	$500,000

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Account String	N/A
Federally Funded Grants	
Federal Program Name	N/A
CFDA #	N/A
Subrecipients	
Name(s)	City and County of Broomfield
Services to be Provided	Participation in planning and integrating Clinica's referral system. Broomfield will make referrals to the center once it has opened as it will serve both Broomfield and Boulder counties.
Subaward Amount	$0.00
Subcontractors	
Name(s)	Clinica Family Health and Wellness
Services to be Provided	Funds will be used for remodeling the building which will be used for the treatment center. Start up costs and work on integrating their referral system with the two counties.
Subcontract Amount	$500,000
File Net Contract Details *- Details should precisely match search variables in File Net (Only required where Original Agreement is stored in File Net)*	
Other Party Name	N/A
Start Date	N/A
End Date	N/A
Amount	N/A
Notes *Additional information not included above*	
The COAC has approved the workplan and budget and will be dispersing funds based on what was submitted in that proposal. They are utilizing the main Opioid MOU as their terms for use of infrastructure funds. I have included the workplan and budget that was approved, and the MOU for reference. The details of the Infrastructure Grant share are in Section G of the MOU.	

DocuSign Approvals (Initials): Drop **initial tags** for each of the required approvers below

_____ **Paralegal** [ONLY FOR: Revenue Contracts]

Use email: CAParalegalsDTC@bouldercounty.org

VR

_____ **County Attorney** [ONLY FOR: Revenue Contracts, Leases, Grant Documents]

Use email: ca@bouldercounty.org

_____ **Risk Management** [ONLY FOR: Leases]

JL *Use email: mtusinski@bouldercounty.org*

_____ **Finance** [ONLY FOR: Leases, Grant Documents]

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RB *Use email: grants@bouldercounty.gov*

_____ **EO/DH** [ONLY FOR: BOCC-Signed Documents]

Issued: 05/14/2025

Colorado Opioid Abatement Council (COAC)
Infrastructure Evaluation Committee

To: Prospective Awardees of the Colorado Opioid Abatement Council
RE: Award Memorandum (5.14.2025) | COAC Round 3 Infrastructure Funding Opportunity
From: Colorado Opioid Abatement Council (correspondence via coac@coag.gov)

On May 14, 2025, the Colorado Opioid Abatement Council (COAC) voted to award $5 million in Round 3 Infrastructure Share funding to 12 Awardees across the state of Colorado. Among the approved projects, the COAC voted to award $500,000.00* in funding to Boulder County Regional Opioid Council, Broomfield County (Opioid Abatement Region 7), and Clinica Family Health and Wellness to support the project titled "*On-ramp to Resilience Project*."

**Acceptance of funds indicates acceptance of the terms and conditions in this Award Letter and the approved Budget and Workplan. See Appendix A for a Glossary of Terms.*

Background on the Infrastructure Funding Opportunity

To assist in awarding Infrastructure Share funding, COAC assembled an Infrastructure Evaluation Committee, with administrative support from the Opioid Response Unit, to develop, solicit, review, and recommend applications for funding. The Round 3 Evaluation Committee, which represented 5 different opioid abatement regions of the state, was comprised of COAC members, community leaders, public officials, voices of lived experience, and a variety of subject matter experts.

46 eligible applications were received, totaling $21 million in requested funds, and representing 90% of the opioid abatement regions of the state. The COAC voted to award 12 proposals, totaling $5 million, for Infrastructure Share funding. 50% of the projects will serve rural regions and, in total, the Round 3 Awards will directly impact 13 of the 19 opioid abatement regions of the state.

Receipt of Award

Per the terms of the MOU, funds may only be transferred to appropriate state agencies, Regional Fiscal Agents (Fiscal Agent), or Participating Local Governments. Infrastructure Share funds may be held by either the State or third-party entities, often referred to as National Administrators, to be disbursed directly as a one-time, lump-sum transfer. After Awardees accept the terms of this Award Letter, the Administrator will gather additional financial information (if necessary) and notify the National Administrator to release funds. Round 3 Awards are expected to be disbursed Summer of 2025.

Note: Infrastructure Share funds cannot be used for expenses incurred by the Awardee prior to the issuance and acceptance of this Award Letter.

Budget Period

Awards must be spent within two years of the Award Date. Any use of funds beyond two years must be reviewed and approved by the COAC. The Administrator will encourage Awardees to follow a customized spending plan and commit to spending a certain percentage of funds by certain periods in the Award Cycle. Each Awardee's spending plan will be unique. However, at a minimum, Awardees will be encouraged to align their spending plan with the following benchmarks:

- By month 6 of the Award Cycle, at least **25%** of the Award should be spent.
- By month 12 of the Award Cycle, at least **50%** of the Award should be spent.
- By month 18 of the Award Cycle, at least **75%** of the Award should be spent.
- By month 24 of the Award Cycle, **100%** of the Award should be spent.

In the spirit of ensuring funds are expended in a timely manner, a request to extend the Award Cycle shall be a discouraged practice for Awardees. However, if an Awardee is unable to reach the benchmarks described above or is at risk of spending funds unsustainably, it may be necessary to extend the Award Cycle. Please contact coac@coag.gov for questions related to Award Cycle extension.

Reporting Requirements

Awardees will be required to submit 2-3 annual Expenditure Reports, 7 quarterly progress reports, and 1 final report. All reports should align with the Awardee's approved Budget and Workplan. Unless otherwise notified by the COAC, Awardees are required to submit all of these reports, even if the Awardee expends their funds prior to the end of the Award Cycle. The COAC reserves the right to request audited profit and loss statements or additional financial documents at no additional cost to the COAC.

Expenditure Reports: Awardees are required to submit annual Expenditure Reports, using a format determined by COAC. On an annual basis, the COAC will publish (on the publicly available dashboard) all expenditure data from these Awards. The COAC may request additional information or virtual meetings as necessary to assist in reporting. Awardees are subject to any accounting as required by the COAC. A lack of response to such requests may be grounds for remedial action. The Awardee will be expected to comply with the terms of their approved Budget and Workplan.

Quarterly Progress Reports: Quarterly progress reports will be due to the COAC, using a format determined by the COAC, which may request additional information or virtual meetings as necessary to assist in reporting. A lack of response to such requests may be grounds for remedial action. The Awardee will be expected to comply with the terms of their approved Budget and Workplan. In quarterly progress reports, Awardees will be asked to provide a progress update on the Indicators listed in their application. If an Awardee wishes to make changes to the indicators listed in their application, please promptly notify the Administrator at coac@coag.gov. The precise schedule of quarterly progress reports will be determined and communicated to Awardees after funds have been received by all Awardees.

Final Report: In the final quarter of the Award Cycle, Awardees must submit one final report, using a template determined by COAC. The COAC reserves the right to request additional information, beyond the prompts contained in the template, including any necessary information to close out the Award.

Awardee Learning Forums

At least one representative from the Awardee's organization must attend quarterly (virtual) Awardee Learning Forums. Hosted by administrative staff at the Colorado Department of Law, these forums will cover a variety of relevant topics, including technical assistance, quarterly reporting, expenditure reporting, resource-sharing, Award management, and stories of success. Awardees will have the opportunity to raise questions, discuss challenges, receive support from Department of Law staff, and network with other Infrastructure and State Share recipients.

Please see below for the schedule of 2025-2026 Awardee Learning Forums:

- July 14, 2025, at 10:00AM
- October 14, 2025, at 1:00PM

- January 7, 2026, at 1:00PM
- April 8, 2026, at 1:00PM
- July 8, 2026, at 1:00PM
- October 7, 2026, at 1:00PM

Colorado Opioid Abatement Conference

Awardees are required to send at least one representative to attend the annual Colorado Opioid Abatement Conference. This Conference is held in-person and is a valuable opportunity to receive technical assistance, learn about statewide efforts to combat the opioid crisis, and participate in a community of practice with other funding recipients. Awardees may utilize funding from this Award to cover travel expenses for staff to attend the Conference. If your current Budget and Workplan does not include conference expenses, you may contact the Administrator at coac@coag.gov to request a budget amendment.

Budget Amendments

If an Awardee wishes to amend their Budget or Workplan at any point during the Award Cycle, a Budget and Workplan amendment must be submitted to coac@coag.gov. The updated amendment form will be made available to Awardees upon request. On behalf of COAC, DOL staff will review the requested amendment to ensure alignment with the terms of the original Award Letter, Approved Uses, and to prevent supplanting of funds. In the review process, DOL staff may request additional information to verify these components.

Interest

On December 18, 2024, the COAC issued its conclusion that, under the Colorado MOU and the national opioid settlement agreements, interest earned on Opioid Settlement Funds is considered "Opioid Funds" under the Colorado MOU. All Opioid Funds, including earned interest, must be used for opioid abatement Approved Purposes, found in Exhibit E. All parties are expected to report on any earned interest and shall provide an explanation as to any expenditures of earned interest in the annual expenditure report.

Capital Assets

Consistent with the guidance of COAC and parameters of the MOU, Opioid Funds may be used to finance the purchase or renovation of capital assets so long as the assets are used for opioid abatement Approved Uses as described in Exhibit E. Any capital asset financed with Opioid Settlement Funds shall be used for Approved Uses for seven (7) years from the Award Date. Awardees shall provide an annual report in a format determined by the COAC to the COAC regarding the status of the capital asset throughout the five-year period after the conclusion of the 2-year Award Cycle. If a capital asset is sold or is otherwise no longer used for Approved Uses within the seven-year window, the COAC may take remedial action per the COAC Remedial Procedures. The COAC recommends that capitals assets financed with opioid settlement funds be used for Approved Uses for their asset life cycle beyond the seven-year monitoring period.

Remedial Procedures

Any remedial action taken against Awardees that misuse funds from the Infrastructure Share shall be in accordance with the COAC Remedial Procedures – Statewide Infrastructure Funds. Please contact coac@coag.gov for further questions, or to request a PDF version of the COAC Remedial Procedures.

As the designated administrative support for the Colorado Opioid Abatement Council, the Opioid Response Unit

developed this document. Please email coac@coag.gov with questions regarding these materials and requirements.

Appendix A: Glossary of Terms

Term	Definition
Administrative Costs	Expenses associated with overseeing and administering Opioid Funds (including but not limited to legal expenses, procurement/contract administration, fiscal accounting/reporting, etc.). Administrative costs shall not exceed 10% of actual costs expended by the recipient or 10% of the amount received, whichever is less.
Approved Uses	Approved Uses are forward-looking strategies, programming, and services to abate the opioid epidemic as identified in Exhibit E, Schedule B of the national opioid Settlements. Consistent with the terms of any Settlement, "Approved Uses" shall also include the reasonable administrative costs associated with overseeing and administering Opioid Funds.
Awardee(s)	The entity or entities approved by COAC to receive Infrastructure Share funding.
Award Cycle	The 24-month period within which an Awardee must expend their funding. The Award Cycle will expire 24-months after the Award Date, unless otherwise determined by COAC.
Award Date	The date upon which the Award Letter is issued. Award Letters will be sent from coac@coag.gov to the prospective Awardees.
Award Letter	The official letter sent from coac@coag.gov to Awardees detailing the terms of the award. The Award Letter will be generated after COAC has made its final determinations. *Please note: Expenses incurred by the Awardee prior to the issuance of the Award Letter cannot be claimed under the terms of the award.*
Budget and Workplan	The Budget and Workplan (available as a template on the COAC webpage) provides a comprehensive summary of an Applicant's budget proposal, as well as their program/project goals, activities, deliverables, and data indicators/outcomes. *Please note: The Budget and Workplan are housed within the same Excel document but separated by two distinct tabs.*
Colorado Opioid Settlement Memorandum of Understanding (MOU)	The Colorado Opioid Settlement Memorandum of Understanding (MOU) establishes the framework for distribution and oversight of Opioid Funds.
Colorado Opioid Abatement Council (COAC)	The Colorado Opioid Abatement Council was created to ensure that the distribution of Opioid Funds complies with the terms of the MOU and of any Settlement, and to provide oversight and an accounting of all Opioid Funds in accordance with the terms of the MOU. The Council is responsible for oversight of Opioid Funds from the Regional Share, and for developing processes and procedures for the distribution and oversight of Opioid Funds from the Statewide Infrastructure Share, all in accordance with the terms of the MOU. The Council is made up of 13 members, 6 voting members appointed by local government representatives, 6 voting members appointed by the state, and a chair who may only vote in the event of a tie.

COAC Remedial Procedures – Statewide Infrastructure Funds	Procedures adopted by the COAC to remediate any misuse of Opioid Funds from the Statewide Infrastructure Share. Available at https://coag.gov/app/uploads/2023/04/COAC-Infrastructure-Share-Remedial-Procedures-10.17.22-Adopted-11.10.22.pdf
Colorado Department of Law (DOL)	The Colorado Department of Law, also known as the Colorado Attorney General's Office, provides administrative support to the Colorado Opioid Abatement Council (COAC), including administration of Infrastructure Share funding opportunities.
Expenditure Reports	According to Section (G)(5) of the MOU: "On an annual basis, as determined by the [COAC], any Party or Regional Council that receives funds from the Statewide Infrastructure Share shall provide all expenditure data, including administrative costs, related to any Opioid Funds it received from the Statewide Infrastructure Share and subject itself to an accounting as required by the Abatement Council. The Abatement Council shall publish all expenditure data from the Statewide Infrastructure Share in accordance with Section (C)(4)(c)(i). The Abatement Council may require the Parties or Regional Councils that receive funds from the Statewide Infrastructure Share to provide additional outcome related data in accordance with Section (C)(4)(c)(ii) and the Parties or Regional Councils shall comply with such requirements."
Fiscal Agent	Per the terms of the MOU, each Regional Opioid Abatement Council must have a Fiscal Agent that is either a county or municipal government. For the purposes of the Infrastructure Share, ROACs may only receive funding via their designated Fiscal Agent.
Fiscal Contact	The individual primarily responsible for financial management of the award, including submission of annual expenditure reporting. The Awardee is responsible for promptly notifying the DOL should there be a change in Fiscal Contact.
Implementing Organizations	Entities other than the Applicant that are either supporting or part of a collaborative application. Nongovernmental entities, such as non-profit organizations, may be part of the collaborative partnership proposed in the application, so long as the primary Applicant is considered eligible to apply.
Indicators	Developed by the Johns Hopkins Bloomberg School of Public Health, these data Indicators (available in Appendix B) are measurement tools used to determine if a project/program is working as expected and achieving its intended outcomes.
National Administrators	Refers to the various third-party entities responsible for the direct disbursement of national opioid Settlement funds.
Opioid Settlement Funds (Opioid Funds)	Opioid Funds shall mean damage awards obtained through a Settlement.
Participating Local Governments (PLGs)	"[A]ll Local Governments that sign[ed the] MOU, and if required under terms of a particular Settlement, who have executed a release of claims with the Opioid Settlement Defendant(s) . . . ." [Section (A)(9) of the MOU]
Primary Contact	The individual primarily responsible for oversight of the program/project proposed in the application.

Regional Opioid Abatement Councils (ROACs)	The Regional Opioid Abatement Councils (ROACs) were formed by county and municipality governments to create a governing body to manage Opioid Funds at a regional level. There are 19 Regions in Colorado, each governed by its respective ROAC. Each Region may draft its own intra-regional agreements, bylaws, or other governing documents to determine how the ROAC will operate. All voting members of ROACs are either elected officials or employees of local governments.
Settlement	"[T]he negotiated resolution of legal or equitable claims against an Opioid Settling Defendant when that resolution has been jointly entered into by the State and the Participating Local Governments, or by any individual Party or collection of Parties that opt to subject their Settlement to this MOU. Unless otherwise directed by an order from a United States Bankruptcy Court, 'Settlement' shall also include distributions from any liquidation under Chapter 7 of the United States Bankruptcy Code or confirmed plan under Chapter 11 of the United States Bankruptcy Code that treats the claims of the State and Local Governments against an Opioid Settling Defendant." [Section (A)(13) of the MOU]

Section IV: Budget Template

Colorado Opioid Abatement Council

Round 3 Infrastructure Share Funding Opportunity (2024-25)

Name of Project/Program	**On-ramp to Resilience Project**	**Principal Representative** **[Listed on Application]** Name, Title, Phone and Email	**Kelly Veit, Manager of Strategic Implementation, kveit@bouldercounty.gov**
Name of Applicant (Organization)	**Opioid Settlement Region 6, Boulder County**	**Primary Contact** **[Listed on Application]** Name, Title, Phone and Email	**Kelly Veit, Manager of Strategic Implementation, kveit@bouldercounty.gov**
Applicant Type (Drop Down List)	**Regional Opioid Abatement Council (ROAC)**	**Fiscal Contact** **[Listed on Application]** Name, Title, Phone and Email	Emily McCluskey, Grants Specialist, emccluskey@bouldercount
Additional Implementing Organizations **[If included in Application]**	**Opioid Settlement Region 7, Broomfield County** **Clinica Family Health and Wellness**		

Instructions for Budget

List each planned expenditure	Select from the 6 official Budget Categories (see Tab 4 for more info): (1) Personnel services, (2) Contractual, (3) Materials & supplies, (4) Equipment, (5) Capital/construction, or (6) Administrative	Please select an Approved Use (Section and Sub-Section) for each budgeted item. All budgeted items must align with the list of Approved Uses (known as Exhibit E). To see the complete list of Approved Uses, please see Tab #3 of this Excel or visit https://coag.gov/app/uploads/2024/07/Exhibit-E-Schedule-B-Approved-Uses.pdf		Provide a description of how the budget line item will be purchased/sourced.	Provide a narrative description of the expenditure (if the budgeted item involves the purchase of materials/supplies, please provide an estimated quantity)
Budget Item	**Budget Category** **(Drop Down List)**	**Approved Uses Section** **(Drop Down List)** See Tab 3 for complete list of Approved Uses	**Approved Uses Sub-Section** **(Drop Down List)** See Tab 3 for complete list of Approved Uses	**Vendor, Source, or Procurement Process** (Optional)	**Description of Item** (See Tab 4 for further instructions based on the "Budget Category" selected)
Remodel of clinical offices wing	Capital/Construction	A. Treat Opioid Use Disorder	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.		Remodeling current area into SUD and behavioral health clinical offices, including for SUD IOP, MAT services, clinical assessment, individual and group therapeutic interventions, etc.
Remodel of centralized psychaitric nursing station	Capital/Construction	A. Treat Opioid Use Disorder	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		Remodeling current area into specialized psychiatric nursing station to facilitate safe and effective MAT services.
Remodel of bathrooms	Capital/Construction	A. Treat Opioid Use Disorder	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.		The building space is being renovated from a former assisted living facility into behavioral health clinical care, thus removal of several bathrooms and conversion to other uses is necessary (e.g., group rooms, offices).
General remodel activities (e.g., demolition, electrical, plumbing, permitting)	Capital/Construction	A. Treat Opioid Use Disorder	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		Remodel of the space to facilitate service delivery in alignment with project goals and activities, and Exhibit E Approved Uses.
Remodel finishing activities (e.g., flooring, paint)	Capital/Construction	A. Treat Opioid Use Disorder	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.		Remodel of the space to facilitate service delivery in alignment with project goals and activities, and Exhibit E Approved Uses.
SHIE	Personnel Services	C. Connect People Who Need Help To The Help They Need Connections To Care	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.		Building interoperability between two platforms to ensure that the client's wrap-around service needs are met

y.gov

Estimated dollar amount
Dollar Amount Requested
$ 115,000.00
$ 12,000.00
$ 75,000.00
$ 216,000.00
$ 57,000.00
$ 25,000.00

					TOTAL AMOUNT REQUESTED

Non-Required Budget Supplemental Question

Q1: Is there additional information the COAC should consider when reviewing this budget? If yes, please detail below.

$ 500,000.00

Section IV: Workplan Template

Colorado Opioid Abatement Council

Round 3 Infrastructure Funding Opportunity (2024-25)

Instructions for Workplan

1) Select 3 high-level Goals for the project/program (some examples may include "Expand behavioral health services to 3 new counties" or "Establish a new facility" or "Expand access to opioid antagonists among high-risk populations"
2) For each Goal, list 1-5 Activities (some examples may include "Host quarterly calls with governmental partners" or "Expand staffing within the new facility" or "Stock naloxone kits in mobile kiosks"
3) For each Activity, identify the individual and/or organization responsible for completing the activity (this may be the primary Applicant, one of the implementing organizations, or one of the sub-contractors)
4) For each Activity, identify an Estimated Date of Completion (this must fall within 24 months of the Award Date; Round 3 Infrastructure Awards are estimated to be distributed in Summer/Fall of 2025)
5) For each Activity, include a Deliverable (some examples may include "Sign an integovernmental agreement" or "hire 2 full-time staff members" or "Distribute 2000 naloxone kits")

Goals and Activities should be SMART: Specific, Measurable, Achievable, Realistic, and Timely.*

***Applicants are encouraged to choose Goals and Activities that closely align with their submitted Application. Applicants are also encouraged to reflect on the Approved Uses (see tab 3 of this Excel sheet) when developing these Goals/Activities.**

Goal # 1:	***Establish a new facility to increase access to a full spectrum of SUD services for vulnerable populations across 2 counties (e.g., co-occurring SUD and MH challenges, poverty and low income, housing insecurity, BIPOC, LGBTQIA+), creating a dignified space where community members want to engage in services and reducing stigma associated with behavioral health services.***
Goal # 2:	***Provide co-located, coordinated services at the renovated facility to approximately 650 individuals. Services will include acute, outpatient, intensive outpatient, MAT, and SUD residential programming for community members experiencing substance use disorders and those with co-occurring mental health challenges, in alignment with Exhibit E Approved Uses Section A and Core Strategy B ("MAT distribution and other opioid-related treatment").***
Goal # 3:	***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.***

Goal #1	**Establish a new facility to increase access to a full spectrum of SUD services for vulnerable populations across 2 counties (e.g., co-occurring SUD and MH challenges, poverty and low income, housing insecurity, BIPOC, LGBTQIA+), creating a dignified space where community members want to engage in services and reducing stigma associated with behavioral health services.**			
	Activities (Planned activities to accomplish the Goal)	**Individual and/or Organization Responsible for Completion**	**Estimated Date of Completion**	**Deliverables** [Description of what will be accomplished]
1	Remodel to create a trauma-informed space that is welcoming and facilitates improved privacy and confidentiality for clients.	**Clinica Family Health & Wellness**	March 31, 2026	Contractor selected, subcontractor bids received and approved (e.g., electrical, plumbing, flooring, etc.), and remodel work completed
2	Complete staff move-in, with a staffing model that facilitates co-location of services along the full spectrum of care, including initial acute services all the way to residential treatment.	**Clinica Family Health & Wellness**	April 1, 2026	Complete transition plan for moving services from existing sites to newly-remodeled site, execute move, provide staff with on-site orientation and training (e.g., training on updated site-specific disaster response plan, where emergency equipment is stored, etc.)
3	Conduct outreach and community partner education, including attending community events with information about the co-located services available onsite.	**Clinica Family Health & Wellness, Boulder County, Broomfield County**	April 1, 2026	Outreach events and activities are completed, such as announcements of services in Boulder and Broomfield local publications, social media outreach, announcements at community stakeholder meetings, attendance at local events and health fairs, and others as identified. Complete client and partner communications to notify of relevant service location changes, provide clients with orientation to the site where relevant (e.g., where to check in for appointments, local bus route information, etc.).
4				
5				

Goal #2	**Provide co-located, coordinated services at the renovated facility to approximately 650 individuals. Services will include acute, outpatient, intensive outpatient, MAT, and SUD residential programming for community members experiencing substance use disorders and those with co-occurring mental health challenges, in alignment with Exhibit E Approved Uses Section A and Core Strategy B ("MAT distribution and other opioid-related treatment").**		
Activities (Planned activities to accomplish the Goal)	**Individual and/or Organization Responsible for Completion**	**Estimated Date of Completion**	**Deliverables** [Description of what will be accomplished]

1	Implement on-site service delivery of MAT, Outpatient, SUD IOP, Crisis, withdrawal management, and SUD residential services. This activity directly supports Exhibit E Approved Use Numbers A 0-2 and A 6-8.	**Clinica Family Health & Wellness**	April 6, 2026	Provide services to approximately 650 unduplicated individuals in support of assessment results and client-centered care planning to inform treatment goals.
2	Conduct staff cross-training to facilitate effective co-location of services along the full spectrum of care, such as workflows and documentation standards, as well as certifications and evidence-based practices like QMAP, CAC/LAC, overdose prevention, harm reduction, Moral Reconation Therapy, Seeking Safety, and Dialectical Behavior Therapy (DBT).	**Clinica Family Health & Wellness**	April 6, 2026	Complete identified training activities in alignment with CFHW Training Plan and policies, targeting 5-10 staff participating in QMAP and CAC/LAC certification trainings quarterly, and 10-15 staff members completing clinical trainings (e.g., DBT, MRT, overdose prevention, etc.).
3				
4				
5				

Goal #3	**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.**			
	Activities (Planned activities to accomplish the Goal)	**Individual and/or Organization Responsible for Completion**	**Estimated Date of Completion**	**Deliverables** [Description of what will be accomplished]
1	Establish the feasibility for a community-wide referral platform and SHIE.	**Clinica Family Health & Wellness, Boulder County, Broomfield County**		Develop an action plan identifying the steps necessary to implement the interoperatbility of the platform.
2	Enhance referral and health information exchange platform utilization by key partners by standardizing workflows and screening tools.	**Clinica Family Health & Wellness, Boulder County, Broomfield County**	April 1, 2026	Creating the standardized tools for use within the platform Training for staff in use of the standardized tools
3	Evaluate use and effectiveness of platform (e.g., UniteUs)	**Clinica Family Health & Wellness, Boulder County, Broomfield County**	June 1, 2026	Measure over time the number of referrals being made within the platform.
4	Participate in ongoing implementation efforts with Boulder and Broomfield County community partners, to develop and pilot an interoperability plan for integration between UniteUs and partner systems (ex -CFHW electronic health record, NextGen).	**Clinica Family Health & Wellness, Boulder County, Broomfield County**	July 1, 2026	Participation in collaborative community of practice meetings to ensure that all community organizations' needs are addressed in both Boulder and Broomfield.
5				

Approved Opioid Abatement Uses from Exhibit			
Section Letter	**Section Name**	**Approved Use Number**	**Short Name**
A	Treat Opioid Use Disorder	0	Treatment of Opioid Use Disorder (OUD) - (general)
A	Treat Opioid Use Disorder	1	Treatment services adhering to ASAM continuum of care
A	Treat Opioid Use Disorder	2	Treatment, including Medications for Opioid Use Disorder (MOUD)
A	Treat Opioid Use Disorder	3	Telehealth services
A	Treat Opioid Use Disorder	4	Opioid treatment programs (OTP) oversight
A	Treat Opioid Use Disorder	5	Mobile intervention, treatment, and recovery services
A	Treat Opioid Use Disorder	6	Trauma-informed care
A	Treat Opioid Use Disorder	7	Withdrawal management services

A	Treat Opioid Use Disorder	8	Training on Medication Addiction Treatment (MAT)
A	Treat Opioid Use Disorder	9	Workforce development - addiction professionals
A	Treat Opioid Use Disorder	10	Fellowships for addiction medicine specialists
A	Treat Opioid Use Disorder	11	Workforce development - behavioral health workers
A	Treat Opioid Use Disorder	12	Waiver training to prescribe MAT for OUD
A	Treat Opioid Use Disorder	13	Web-based training curricula
A	Treat Opioid Use Disorder	14	Dissemination or development of provider curricula
B	Support People In Treatment And Recovery	0	Recovery services (general)
B	Support People In Treatment And Recovery	1	Full continuum of care of recovery services
B	Support People In Treatment And Recovery	2	Comprehensive wrap-around services

B	Support People In Treatment And Recovery	3	Counseling, peer-support, recovery case management, and residential treatment
B	Support People In Treatment And Recovery	4	Supportive/recovery housing and other housing assistance
B	Support People In Treatment And Recovery	5	Community support services, including social and legal services
B	Support People In Treatment And Recovery	6	Peer-recovery centers, and events
B	Support People In Treatment And Recovery	7	Transportation to treatment or recovery programs
B	Support People In Treatment And Recovery	8	Job services training
B	Support People In Treatment And Recovery	9	Recovery program expansion
B	Support People In Treatment And Recovery	10	Non-profit, community, and coalition - support for families
B	Support People In Treatment And Recovery	11	Stigma education - government staff
B	Support People In Treatment And Recovery	12	Community-wide stigma reduction

B	Support People In Treatment And Recovery	13	Culturally appropriate services
B	Support People In Treatment And Recovery	14	Recovery high schools
B	Support People In Treatment And Recovery	15	Hiring or training of behavioral health workers
C	Connect People Who Need Help To The Help They Need (Connections To Care)	0	Connection to care (General)
C	Connect People Who Need Help To The Help They Need (Connections To Care)	1	Substance use screening and referral
C	Connect People Who Need Help To The Help They Need (Connections To Care)	2	Screening, Brief Intervention and Referral to Treatment (SBIRT)
C	Connect People Who Need Help To The Help They Need (Connections To Care)	3	SBIRT for young adults in schools, criminal justice, probation etc.
C	Connect People Who Need Help To The Help They Need (Connections To Care)	4	SBIRT automation and technology
C	Connect People Who Need Help To The Help They Need (Connections To Care)	5	Emergency department navigators and on-call teams
C	Connect People Who Need Help To The Help They Need (Connections To Care)	6	Training for emergency room staff

C	Connect People Who Need Help To The Help They Need (Connections To Care)	7	Hospital linkage to care programs
C	Connect People Who Need Help To The Help They Need (Connections To Care)	8	Crisis stabilization centers
C	Connect People Who Need Help To The Help They Need (Connections To Care)	9	Post-overdose Emergency Medical Systems (EMS) and peer support
C	Connect People Who Need Help To The Help They Need (Connections To Care)	10	Peer support specialists and recovery coaches
C	Connect People Who Need Help To The Help They Need (Connections To Care)	11	Expand warm hand-off services to transition to recovery services
C	Connect People Who Need Help To The Help They Need (Connections To Care)	12	School-based supports for parents
C	Connect People Who Need Help To The Help They Need (Connections To Care)	13	Recovery-friendly workplaces
C	Connect People Who Need Help To The Help They Need (Connections To Care)	14	Employee assistance for healthcare workers with OUD
C	Connect People Who Need Help To The Help They Need (Connections To Care)	15	Non-profit and community - outreach for treatment
C	Connect People Who Need Help To The Help They Need (Connections To Care)	16	Centralized call centers

D	Address The Needs Of Criminal Justice-Involved Persons	0	Services for people involved in criminal justice system (general)
D	Address The Needs Of Criminal Justice-Involved Persons	1	Pre-arrest diversion strategies
D	Address The Needs Of Criminal Justice-Involved Persons	1.1	Self-referral strategies such as Angel/PAARI
D	Address The Needs Of Criminal Justice-Involved Persons	1.2	Drug Abuse Response Team (DART) or Quick Response Teams (QRT)
D	Address The Needs Of Criminal Justice-Involved Persons	1.3	“Naloxone Plus” strategies
D	Address The Needs Of Criminal Justice-Involved Persons	1.4	Law Enforcement Assisted Diversion (LEAD)
D	Address The Needs Of Criminal Justice-Involved Persons	1.5	Officer intervention strategies
D	Address The Needs Of Criminal Justice-Involved Persons	1.6	Co-responder programs
D	Address The Needs Of Criminal Justice-Involved Persons	2	Pre-trial services
D	Address The Needs Of Criminal Justice-Involved Persons	3	Treatment and recovery courts with MAT

D	Address The Needs Of Criminal Justice-Involved Persons	4	Jail-based treatment, recovery or harm reduction services
D	Address The Needs Of Criminal Justice-Involved Persons	5	Re-entry from jail treatment, recovery or harm reduction services
D	Address The Needs Of Criminal Justice-Involved Persons	6	Critical time interventions
D	Address The Needs Of Criminal Justice-Involved Persons	7	Training on best practices for criminal justice involved persons
E	Address The Needs Of Pregnant Or Parenting Women and Their Families, Including Babies With Neonatal Abstinence Syndrome	0	Pregnant or parenting women support (general)
E	Address The Needs Of Pregnant Or Parenting Women and Their Families, Including Babies With Neonatal Abstinence Syndrome	1	Treatment, recovery, prevention for pregnant women
E	Address The Needs Of Pregnant Or Parenting Women and Their Families, Including Babies With Neonatal Abstinence Syndrome	2	Treatment and recovery for post-partum women
E	Address The Needs Of Pregnant Or Parenting Women and Their Families, Including Babies With Neonatal Abstinence Syndrome	3	Healthcare worker training on treatment for pregnant women with OUD
E	Address The Needs Of Pregnant Or Parenting Women and Their Families, Including Babies With Neonatal Abstinence Syndrome	4	Neonatal abstinence syndrome prevention, treatment, and care
E	Address The Needs Of Pregnant Or Parenting Women and Their Families, Including Babies With Neonatal Abstinence Syndrome	5	Training on NAS (Neonatal Abstinence Syndrome) and plans of safe care

E	Address The Needs Of Pregnant Or Parenting Women and Their Families, Including Babies With Neonatal Abstinence Syndrome	6	Child and family supports for women with Opioid Use Disorder (OUD)
E	Address The Needs Of Pregnant Or Parenting Women and Their Families, Including Babies With Neonatal Abstinence Syndrome	7	Child care services
E	Address The Needs Of Pregnant Or Parenting Women and Their Families, Including Babies With Neonatal Abstinence Syndrome	8	Trauma-informed behavioral health treatment
E	Address The Needs Of Pregnant Or Parenting Women and Their Families, Including Babies With Neonatal Abstinence Syndrome	9	Home-based wrap-around services
E	Address The Needs Of Pregnant Or Parenting Women and Their Families, Including Babies With Neonatal Abstinence Syndrome	10	Services for children impacted by caregiver use
F	Prevent Over-Prescribing And Ensure Appropriate Prescribing And Dispensing Of Opioids	0	Safe opioid prescribing (general)
F	Prevent Over-Prescribing And Ensure Appropriate Prescribing And Dispensing Of Opioids	1	Medical provider education on opioid prescribing
F	Prevent Over-Prescribing And Ensure Appropriate Prescribing And Dispensing Of Opioids	2	Provider education on safe opioid prescribing
F	Prevent Over-Prescribing And Ensure Appropriate Prescribing And Dispensing Of Opioids	3	Continuing medical education on safe opioid prescribing
F	Prevent Over-Prescribing And Ensure Appropriate Prescribing And Dispensing Of Opioids	4	Non-opioid pain treatment alternatives

F	Prevent Over-Prescribing And Ensure Appropriate Prescribing And Dispensing Of Opioids	5	Prescription Drug Monitoring Program (PDMP)
F	Prevent Over-Prescribing And Ensure Appropriate Prescribing And Dispensing Of Opioids	6	Prescription Drug Monitoring Program (PDMP) - overdose/naloxone data
F	Prevent Over-Prescribing And Ensure Appropriate Prescribing And Dispensing Of Opioids	7	Electronic prescribing
F	Prevent Over-Prescribing And Ensure Appropriate Prescribing And Dispensing Of Opioids	8	Pharmacy dispenser education
G	Prevent Misuse Of Opioids	0	Substance use prevention (general)
G	Prevent Misuse Of Opioids	1	Media prevention campaigns
G	Prevent Misuse Of Opioids	2	Evidence-based public education campaigns
G	Prevent Misuse Of Opioids	3	Education on safe drug disposal
G	Prevent Misuse Of Opioids	4	Drug take-back disposal programs
G	Prevent Misuse Of Opioids	5	Substance abuse prevention coalitions

G	Prevent Misuse Of Opioids	6	Community coalitions
G	Prevent Misuse Of Opioids	7	Non-profit and community - prevention support
G	Prevent Misuse Of Opioids	8	School and community prevention and education programs
G	Prevent Misuse Of Opioids	9	School-based or youth-focused programs to prevent drug misuse
G	Prevent Misuse Of Opioids	10	Community-based education or intervention services for at-risk youth & families
G	Prevent Misuse Of Opioids	11	Evidence-informed youth mental health curricula and programs
G	Prevent Misuse Of Opioids	12	Support greater access to mental health services and supports
H	Prevent Overdose Deaths And Other Harms (Harm Reduction)	0	Harm reduction programs or strategies (general)
H	Prevent Overdose Deaths And Other Harms (Harm Reduction)	1	Naloxone - distribution to targeted groups
H	Prevent Overdose Deaths And Other Harms (Harm Reduction)	2	Naloxone - distribution to communities

H	Prevent Overdose Deaths And Other Harms (Harm Reduction)	3	Naloxone - training and education
H	Prevent Overdose Deaths And Other Harms (Harm Reduction)	4	School staff naloxone training
H	Prevent Overdose Deaths And Other Harms (Harm Reduction)	5	Naloxone - data tracking
H	Prevent Overdose Deaths And Other Harms (Harm Reduction)	6	Public education for overdose prevention
H	Prevent Overdose Deaths And Other Harms (Harm Reduction)	7	Good samaritan laws - general public education
H	Prevent Overdose Deaths And Other Harms (Harm Reduction)	8	Good samaritan laws - first responder education
H	Prevent Overdose Deaths And Other Harms (Harm Reduction)	9	Syringe services and other harm reduction efforts for people who use drugs
H	Prevent Overdose Deaths And Other Harms (Harm Reduction)	10	Infection disease testing and treatment
H	Prevent Overdose Deaths And Other Harms (Harm Reduction)	11	Mobile harm reduction and referral services
H	Prevent Overdose Deaths And Other Harms (Harm Reduction)	12	Training in harm reduction strategies

H	Prevent Overdose Deaths And Other Harms (Harm Reduction)	13	Routine clinical toxicology screening and testing
I	First Responders	1	First responder education specific to fentanyl and other substances
I	First Responders	2	Wellness and trauma support for first responders
J	Leadership, Planning And Coordination	0	Leadership, planning, and coordination (general)
J	Leadership, Planning And Coordination	1	Statewide, regional, local, or community planning
J	Leadership, Planning And Coordination	2	Data dashboards
J	Leadership, Planning And Coordination	3	Infrastructure, staffing at government or not-for-profit agencies
J	Leadership, Planning And Coordination	4	Government oversight and management of opioid abatemement programs
K	Training	0	Training on opioid abatement (general)
K	Training	1	Staff training and networking for opioid abatement

K	Training	2	Collaborative cross-systems coordination infrastructure and staffing
L	Research	0	Opioid abatement research (general)
L	Research	1	Monitoring, surveillance, data collection and evaluation
L	Research	2	Research non-opioid treatment of chronic pain
L	Research	3	Research on improved service delivery
L	Research	4	Research on novel harm reduction and prevention efforts
L	Research	5	Research on improved detection of mail-based synthetic opioids
L	Research	6	Research for swift/certain fair criminal justice models
L	Research	7	Epidemiological surveillance of OUD-related behaviors
L	Research	8	Qualitative and quantitative research regarding public health risks

L	Research	9	Geospatial analysis of barriers to treatment

E, Schedule B of the National Opioid Settlements

Approved Uses (Exhibit E, Schedule B)

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:

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.

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.

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.

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.

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.

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.

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

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.

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

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

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

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.

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

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

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:

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.

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.

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.

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.

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

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.

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

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

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.

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.

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.

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

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

Create and/or support recovery high schools.

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

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:

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.

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.

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.

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

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

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.

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.

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.

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.

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.

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

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.

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

Support assistance programs for health care providers with OUD.

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

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.

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:

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:

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

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

"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;

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

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

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

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.

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

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

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.

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.

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.

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:

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.

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.

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 condition

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.

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.

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

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

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.

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.

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.

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:

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).

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

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

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

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

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.

Increasing electronic prescribing to prevent diversion or forgery.

Educating dispensers on appropriate opioid dispensing.

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:

Funding media campaigns to prevent opioid misuse.

Corrective advertising or affirmative public education campaigns based on evidence.

Public education relating to drug disposal.

Drug take-back disposal or destruction programs.

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

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").

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

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.

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.

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.

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.

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.

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:

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.

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

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.

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

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

Public education relating to emergency responses to overdoses.

Public education relating to immunity and Good Samaritan laws.

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

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.

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

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.

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.

Supporting screening for fentanyl in routine clinical toxicology testing.

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

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

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:

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 E-14 intervention services, and to support training and technical assistance and other strategies to abate the opioid epidemic described in this opioid abatement strategy list.

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.

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.

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

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:

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.

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.).

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

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

Research non-opioid treatment of chronic pain.

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

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

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

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).

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.

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.

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

Section IV: Budget Template

Colorado Opioid Abatement Council

Round 3 Infrastructure Share Funding Opportunity (2024-25)

Name of Project/Program	**On-ramp to Resilience Project**	**Kelly Veit, Manager of Strategic Implementation, kveit@bouldercounty.gov**
Name of Applicant (Organization)	**Opioid Settlement Region 6, Boulder County**	**Kelly Veit, Manager of Strategic Implementation, kveit@bouldercounty.gov**
Applicant Type (Drop Down List)	**Regional Opioid Abatement Council (ROAC)**	Emily McCluskey, Grants Specialist, emccluskey@bouldercounty.gov
Additional Implementing Organizations [If included in Application]	**Opioid Settlement Region 7, Broomfield County** **Clinica Family Health and Wellness**	

Instructions for Budget

List each planned expenditure	Select from the 6 official Budget Categories (see Tab 4 for more info): (1) Personnel services, (2) Contractual, (3) Materials & supplies, (4) Equipment, (5) Capital/construction, or (6) Administrative	Provide a narrative description of the expenditure (if the budgeted item involves the purchase of materials/supplies, please provide an estimated quantity)	Estimated dollar amount
Budget Item	**Budget Category**	**Description of Item**	**Dollar Amount**
Remodel of clinical offices wing	Capital/Construction	Remodeling current area into SUD and behavioral health clinical offices, including for SUD IOP, MAT services, clinical assessment, individual and group therapeutic interventions, etc.	$115,000.00
Remodel of centralized psychaitric nursing station	Capital/Construction	Remodeling current area into specialized psychiatric nursing station to facilitate safe and effective MAT services.	$12,000.00
Remodel of bathrooms	Capital/Construction	The building space is being renovated from a former assisted living facility into behavioral health clinical care, thus removal of several bathrooms and conversion to other uses is necessary (e.g., group rooms, offices).	$75,000.00
General remodel activities (e.g., demolition, electrical, plumbing, permitting)	Capital/Construction	Remodel of the space to facilitate service delivery in alignment with project goals and activities, and Exhibit E Approved Uses.	$216,000.00
Remodel finishing activities (e.g., flooring, paint)	Capital/Construction	Remodel of the space to facilitate service delivery in alignment with project goals and activities, and Exhibit E Approved Uses.	$57,000.00
SHIE	Personnel Services	Building interoperability between two platforms to ensure that the client's wrap-around service needs are met	$25,000.00
		TOTAL AMOUNT REQUESTED	**$ 500,000.00**

Non-Required Budget Supplemental Question

Q1: Is there additional information the COAC should consider when reviewing this budget? If yes, please detail below.

Expenditures Budget Categories for Infrastructure Fund Applications	
Expenditure Categories	**Description**
Personnel Services	List all salaried and hourly personnel to perform work for the project/program. Include proposed salaries (calculated as full-time equivalent or FTE). If the salary represents less than 1.0 FTE, please specify the percentage of the staff member's time that will be devoted to the project/program.* In the Attachments portion of the Application, Applicants must submit a List of Names and Qualifications of Key Staff. If the submitted Budget and Workplan proposes new personnel/staff, or expanded funding for existing staff members, please **also** describe the intended role and contributions of the prospective staff members in the attached materials. *If the proposed salary includes fringe benefits (i.e., insurance, paid time off, etc.), please specify how the fringe benefits were calculated, and what percentage of the proposed salary is allocated to fringe benefits.
Contractual	Include any subcontracts that are associated with this budget request. This may include, but is not limited to, subcontracts for consulting, construction, or facilitation services. Please note that Infrastructure Share funds may not be used to reimburse expenses from previous/historic contracts. Applicants are not able to "pre-pay" subcontractors for their services. Applicants shall wait until COAC has determined its awardees before enacting subcontracts related to this proposed budget. In the Workplan, please describe how subcontractors will be selected, the work they intend to perform, and how the costs were calculated.
Materials & Supplies	Provide estimated quantities of the materials & supplies that will be purchased. Please be as specific as possible.
Equipment	List any equipment that must be purchased to complete the proposed project/program. Equipment is defined as an item of property that has an acquisition cost of $5,000 or more, and an expected service life of more than 1 year, unless the Applicant (Organization) has adopted other guidelines.

Capital/Construction	List all expenses relating to development of long-term assets, including but not limited to building purchases, construction, expansion, renovation, and/or land acquisition.
Administrative (shall not exceed 10% of total request)	Expenses associated with overseeing and administering Opioid Funds (including but not limited to legal expenses, procurement/contract administration, fiscal accounting/reporting, etc.). Administrative costs shall not exceed 10% of actual costs expended by the recipient or 10% of the amount received, whichever is less.
Other	Expenses not under other categories. If you select the Other category, please explain why none of the other Budget Categories were sufficient.

COLORADO OPIOIDS SETTLEMENT MEMORANDUM OF UNDERSTANDING ("MOU")

Thursday, August 26, 2021

August 25, 2021 Attorney General version

A. Definitions

As used in this MOU:

1. "Approved Purpose(s)" shall mean forward-looking strategies, programming, and services to abate the opioid epidemic as identified by the terms of any Settlement. If a Settlement is silent on Approved Purpose(s), then Approved Purpose(s) shall mean those forward-looking strategies to abate the opioid epidemic identified in **Exhibit A** or any supplemental forward-looking abatement strategies added to **Exhibit A** by the Abatement Council. Consistent with the terms of any Settlement, "Approved Purposes" shall also include the reasonable administrative costs associated with overseeing and administering Opioid Funds from each of the four (4) Shares described in Section (B)(2). Reimbursement by the State or Local Governments for past expenses are not Approved Purpose(s). "Approved Purposes" shall include attorneys' fees and expenses incurred in the course of the opioid litigation that are paid through the process discussed below.

2. "County Area" shall mean a county in the State of Colorado plus the Local Governments, or portion of any Local Government, within that county.

3. "Effective Date" shall mean the date on which a court of competent jurisdiction, including any bankruptcy court, enters the first Settlement by order or consent decree. The Parties anticipate that more than one Settlement will be administered according to the terms of this MOU, but that the first entered Settlement will trigger the formation of the Abatement Council in Section (C) and the Regional Councils in Section (F)(5).[1]

4. "General Abatement Fund Council," or "Abatement Council," shall have the meaning described in Section (C), below.

[1] For the avoidance of doubt, the McKinsey Settlement and any other Settlement that precedes the finalization of drafting this MOU are not considered a trigger for purposes of the calculation of "Effective Date."

5. "Local Government(s)" shall mean all counties in the State of Colorado and the municipalities, towns, and county and city municipal corporations that are listed in **Exhibit B**.

6. "National Opioid Settlement Administrative Fund" shall mean any fund identified by a Settlement for the national distribution of Opioid Funds.

7. "Opioid Funds" shall mean damage awards obtained through a Settlement.

8. "Opioid Settling Defendant" shall mean any person or entity, or its affiliates, that engages in or has engaged in the manufacture, marketing, promotion, distribution, or dispensing of licit opioids.

9. "Participating Local Government(s)" shall mean all Local Governments that sign this MOU, and if required under terms of a particular Settlement, who have executed a release of claims with the Opioid Settlement Defendant(s). For the avoidance of doubt, a Local Government must sign this MOU to become a "Participating Local Government." Local Governments may designate the appropriate individual from their entity to sign the MOU.

10. "Party" or "Parties" shall mean the State and/or Participating Local Government(s).

11. "Qualified Settlement Fund Account," or "QSF Account," shall mean an account set up as a qualified settlement fund, 468b fund, as authorized by Treasury Regulations 1.468B-1(c) (26 CFR §1.468B-1).

12. "Regional Council" shall have the meaning described in Section (F)(5), below.

13. "Settlement" shall mean the negotiated resolution of legal or equitable claims against an Opioid Settling Defendant when that resolution has been jointly entered into by the State and the Participating Local Governments, or by any individual Party or collection of Parties that opt to subject their Settlement to this MOU. Unless otherwise directed by an order from a United States Bankruptcy Court, "Settlement" shall also include distributions from any liquidation under Chapter 7 of the United States Bankruptcy Code or confirmed plan under Chapter 11 of the United States Bankruptcy Code that treats the claims of the State and Local Governments against an Opioid Settling Defendant.

14. "The State" shall mean the State of Colorado acting through its Attorney General and the Colorado Department of Law.

B. Allocation of Settlement Proceeds

1. All Opioid Funds shall be held in accordance with the terms of any Settlement. If a Settlement allows Opioid Funds to be held in a National Opioid Settlement Administrative Fund, then Opioid Funds shall be held in such National Opioid Settlement Administrative Fund. If a Settlement does not allow for Opioid Funds

to be held in a National Opioid Settlement Administrative Fund, Opioid Funds shall be held in a Colorado-specific QSF Account or, under the following limited circumstances, in the State's Custodial Account: 1) if at the time of a Settlement, a Colorado-specific QSF Account is not yet established, although in such case, the Opioid Funds shall be transferred to the Colorado-specific QSF Account once it is established or 2) where the Abatement Fund Council determines Opioids Funds cannot be legally held in a Colorado-specific QSF Account. Regardless of whether Opioid Funds are held in a National Administrative Fund, a Colorado-specific QSF Account, or in the State's Custodial Account, the Abatement Council shall appoint one of its members to serve as the point of contact in accordance Section (C)(4)(b)(i), below.

2. All Opioid Funds, at the time of a Settlement or at the time designated in the Settlement documents, shall be divided and distributed as follows:[2]

   a. **10%** directly to the State ("State Share") for Approved Purposes in accordance with Section (D), below;

   b. **20%** directly to Participating Local Governments ("LG Share") for Approved Purposes in accordance with Section (E), below;

   c. **60%** directly to Regions ("Regional Share") for Approved Purposes in accordance with Section (F), below; and

   d. **10%** to specific abatement infrastructure projects ("Statewide Infrastructure Share") for Approved Purposes in accordance with Section (G), below.

3. Distribution of the Shares in Section B(2)(a) – (d) shall be direct, meaning that funds held in accordance with Section B(1) shall be disbursed directly to the State, Participating Local Governments, Regions, and the Statewide Infrastructure Share according to the terms of this MOU.

4. All Opioid Funds, regardless of allocation, shall be used for Approved Purposes.

5. Participating Local Governments may elect to share, pool, or collaborate with their respective allocation of the LG or Regional Shares in any manner they choose, so long as such sharing, pooling, or collaboration is used for Approved Purposes and complies with the terms of this MOU and any Settlement.

C. General Abatement Fund Council

1. A General Abatement Fund Council (the "Abatement Council"), consisting of representatives appointed by the State and Participating Local Governments, shall

[2] This MOU treats multi-county health departments as county health departments for purposes of allocation and distribution of abatement proceeds and therefore multi-county health departments shall not receive any Opioid Funds directly. Third-Party Payors ("TPPs") are not Parties to this MOU.

be created to ensure the distribution of Opioid Funds complies with the terms of any Settlement and to provide oversight of the Opioid Funds in accordance with the terms of this MOU.

2. **Membership:** The Abatement Council shall consist of the following thirteen (13) members, who shall serve in their official capacity only.

   a. **State Members:** Seven (7) members shall be appointed by the State, as authorized volunteers of the State, as follows:

      (i) A Chair to serve as a non-voting member, except in the event of a tie;

      (ii) Two (2) members who are licensed professionals with significant experience in substance use disorders;

      (iii) Three (3) members who are professionals with significant experience in prevention, education, recovery, treatment, criminal justice, rural public health issues, or government administration related to substance use disorders; and

      (iv) One (1) member or family member affected directly by the opioid crisis.

   b. **Local Government Members:** Six (6) members shall be appointed by the Participating Local Governments. Local Government Members shall be a County Commissioner, Mayor, City or Town Council Member, or a professional with significant experience in prevention, education, recovery, treatment, criminal justice, rural public health issues, or governmental administration related to substance use disorders. A Participating Local Government may determine which Local Government Members are eligible (or ineligible) to serve on the General Abatement Fund Council. County Commissioners, City or Town Council Members, and/or Mayors from the Regions identified in **Exhibit C** shall collaborate to appoint Local Government Members as follows:

      (i) Two (2) Members from Regions 1, 5, 13, 14, 15, 17, 18;

      (ii) Two (2) Members from Regions 2, 6, 7, 8, 9, 10, 11, 12, 16; and

      (iii) Two (2) Members from Regions 3, 4, 19.

   c. **Terms:** The Abatement Council shall be established within ninety (90) days of the Effective Date. In order to do so, within sixty (60) days of the Effective Date, the State shall appoint the State Members in accordance with Section (C)(2)(a), and after conferral with the Local Governments, CCI and CML shall jointly appoint six (6) Local Government Members for an initial term not to exceed one year. Thereafter, Members shall be

appointed in accordance with this Section and Sections (C)(2)(a) and (b) and may serve no more than two (2) consecutive two-year terms, for a total of four (4) consecutive years. Except that, beginning in the second year only, two (2) State Members and two (2) Local Government members shall be appointed for a three-year term and may serve one consecutive two-year term thereafter. The Chair shall have no term but may be replaced at the State's discretion.

(i) If a State or Local Government Member resigns or is otherwise removed from the Abatement Council prior to the expiration of their term, a replacement Member shall be appointed within sixty (60) days in accordance with Sections (C)(2)(a) and (b).

(ii) If a Local Government Member vacancy exists for more than sixty (60) days, the State shall appoint a replacement Local Government Member to serve until the vacancy is filled in accordance with Section (C)(2)(b).

3. **Duties:** The Abatement Council is primarily responsible for ensuring that the distribution of Opioid Funds complies with the terms of this MOU. The Abatement Council is also responsible for oversight of Opioid Funds from the Regional Share in accordance with Section (F), below, and for developing processes and procedures for the distribution and oversight of Opioid Funds from the Statewide Infrastructure Share in accordance with Section (G) below.

4. **Governance:** The Abatement Council shall draft its own bylaws or other governing documents, which must include appropriate conflict of interest and dispute resolution provisions, in accordance with the terms of this MOU and the following principles:

a. **Authority:** The Abatement Council does not have rulemaking authority. The terms of this MOU and any Settlement, as entered by any court of competent jurisdiction, including any bankruptcy court, control the authority of the Abatement Council and the Abatement Council shall not stray outside the bounds of the authority and power vested by this MOU and any Settlement.

b. **Administration:** The Abatement Council shall be responsible for an accounting of all Opioid Funds. The Abatement Council shall be responsible for releasing Opioid Funds in accordance with Section (B)(1) for the Regional and Statewide Infrastructure Shares in Sections (B)(2)(c) and (d) and shall develop policies and procedures for the release and oversight of such funds in accordance with Sections (F) and (G). Should the Abatement Council require assistance with providing an accounting of Opioid Funds, it may seek assistance from the State.

(i) The Abatement Council shall appoint one of its members to serve as a point of contact for the purpose of communicating with the entity holding Opioid Funds in accordance with Section (B)(1) and in that role shall only act as directed by the Abatement Council.

c. **Transparency:** The Abatement Council shall operate with all reasonable transparency and operate in a manner consistent with all Colorado laws relating to open records and meetings regardless of whether the Abatement Council is otherwise obligated to comply with them.

(i) The Abatement Council shall develop a centralized public dashboard or other repository for the publication of expenditure data from any Party or Regional Council that receives Opioid Funds in accordance with Sections (D)-(G).

(ii) The Abatement Council may also require outcome related data from any Party or Regional Council that receives Opioid Funds in accordance with Sections (D)-(G) and may publish such outcome related data in the centralized public dashboard or other repository described above. In determining which outcome related data may be required, the Abatement Council shall work with all Parties and Regional Councils to identify appropriate data sets and develop reasonable procedures for collecting such data sets so that the administrative burden does not outweigh the benefit of producing such outcome related data.

(iii) For purposes of funding the centralized public dashboard or other repository described above, the Abatement Council shall make good faith efforts to seek funding from outside sources first, otherwise the State shall provide such funding.

d. **Collaboration:** The Abatement Council shall facilitate collaboration between the State, Participating Local Governments, Regional Councils, and other stakeholders for the purposes of sharing data, outcomes, strategies, and other relevant information related to abating the opioid crisis in Colorado.

e. **Decision Making:** The Abatement Council shall seek to make all decisions by consensus. In the event consensus cannot be achieved, unless otherwise required in this MOU, the Abatement Council shall make decisions by a majority vote of its Members. The Chair shall only vote in the event of a tie.

f. **Due Process:** The Abatement Council shall develop the due process procedures required by Section (G)(3)(d) for Parties to dispute or challenge remedial actions taken by the Abatement Council for Opioid Funds from the Statewide Infrastructure Share. The Abatement Council

shall also abide by the due process principles required by Section (F)(12)-(13) for Regions to dispute or challenge remedial actions taken by the Abatement Council for Opioid Funds from the Regional Share.

g. **Legal Status:** The Abatement Council shall not constitute a separate legal entity.

h. **Legal Representation:** To the extent permitted by law, the State shall provide legal counsel to State Members for all legal issues arising from those State Members' work on the Abatement Council. At all times, Local Government Members of the Abatement Council are entitled to receive legal representation from their respective governmental entities. In the event of a conflict, the Abatement Council and its members may retain the services of other legal counsel.

i. **Compensation:** No member of the Abatement Council shall be compensated for their work related to the Abatement Council.

D. State Share

1. In accordance with Sections (B)(1) and (B)(2)(a), and the terms of any Settlement, the State Share shall be paid directly to the State in accordance with the terms of this Section (D).

2. The State maintains full discretion over distribution of the State Share anywhere within the State of Colorado, however, the State Share shall be used for Approved Purposes only. The State will work to reduce administrative costs as much as practicable.

3. On an annual basis, as determined by the Abatement Council, the State shall provide all expenditure data, including administrative costs, from the State Share to the Abatement Council for purposes of maintaining transparency in accordance with Section (C)(4)(c)(i). The Abatement Council may require the State to provide additional outcome-related data in accordance with Section (C)(4)(c)(ii) and the State shall comply with such requirements.

4. If the State disputes the amount of Opioid Funds it receives from the State Share, the State shall alert the Abatement Council within sixty (60) days of discovering the information underlying the dispute. Failure to alert the Abatement Council within this time frame shall not constitute a waiver of the State's right to seek recoupment of any deficiency in its State Share.

E. LG Share

1. In accordance with Sections (B)(1) and (B)(2)(b), and the terms of any Settlement, the LG Share shall be paid directly to Participating Local Governments in accordance with the terms of this Section (E).

2. Allocations to Participating Local Governments from the LG Share shall first be determined using the percentages shown in **Exhibit D**.

3. The LG Share for each County Area shall then be allocated among the county and the other Participating Local Governments within it. **Exhibit E** reflects the default allocation that will apply unless the Participating Local Governments within a County Area enter into a written agreement providing for a different allocation. The Participating Local Governments may elect to modify the allocation for a County Area in **Exhibit E**, but such modification to the allocation in **Exhibit E** shall not change a County Area's total allocation under Section (E)(2).

4. A Local Government that chooses not to become a Participating Local Government will not receive a direct allocation from the LG Share. The portion of the LG Share that would have been allocated to a Local Government that is not a Participating Local Government will instead be re-allocated to the Regional Share for the Region where the Local Government is located, in accordance with Section (F), below.

5. In the event a Participating Local Government dissolves or ceases to exist during the term of any Settlement, the allocation for that Participating Local Government from the LG Share shall be re-allocated as directed by any Settlement, and if not specified, be re-allocated to the Regional Share for the Region in which the Participating Local Government was located, in accordance with Section (F). If a Participating Local Government merges with another Participating Local Government, the allocation for that Participating Local Government from the LG Share shall be re-allocated as directed by any Settlement, and if not specified, shall be re-allocated to the successor Participating Local Government's allocation of the LG Share. If a Participating Local Government merges with a Local Government that is not a Participating Local Government, the allocation for that Participating Local Government from the LG Share shall be re-allocated as directed by any Settlement, and if not specified, be re-allocated to the Region in which the merging Participating Local Government was located, in accordance with Section (F), below.

6. A Participating Local Government may forego its allocation of the LG Share and direct its allocation to the Regional Share for the Region where the Participating Local Government is located, in accordance with Section (F) below, by affirmatively notifying the Abatement Council on an annual basis of its decision to forego its allocation of the LG Share. A Participating Local Government's election to forego its allocation of the LG Share shall carry over to the following year unless the Participating Local Government notifies the Abatement Council otherwise. If a Participating Local Government elects to forego its allocation of the LG Share, the Participating Local Government shall be excused from the reporting requirements required by Section (E)(8).

7. Participating Local Governments maintain full discretion over the distribution of their allocation of the LG Share anywhere within the State of Colorado, however,

all Participating Local Governments shall use their allocation from the LG Share for Approved Purposes only. Reasonable administrative costs for a Participating Local Government to administer its allocation of the LG Share shall not exceed actual costs or 10% of the Participating Local Government's allocation of the LG Share, whichever is less.

8. On an annual basis, as determined by the Abatement Council, all Participating Local Governments shall provide all expenditure data, including administrative costs, from their allocation of the LG Share to the Abatement Council for purposes of maintaining transparency in accordance with Section (C)(4)(c)(i). The Abatement Council may require Participating Local Governments to provide additional outcome related data in accordance with Section (C)(4)(c)(ii) and all Participating Local Governments shall comply with such requirements.

9. If any Participating Local Government disputes the amount of Opioid Funds it receives from its allocation of the LG Share, the Participating Local Government shall alert the Abatement Council within sixty (60) days of discovering the information underlying the dispute. Failure to alert the Abatement Council within this time frame shall not constitute a waiver of the Participating Local Government's right to seek recoupment of any deficiency in its LG Share.

F. Regional Share

1. In accordance with Sections (B)(1) and (B)(2)(c), and the terms of any Settlement, the Regional Share shall be paid to the Regions in accordance with the terms of this Section (F).

2. Participating Local Governments shall organize themselves into the Regions depicted in **Exhibit C**. Municipalities located in multiple Regions may join all or some of the Regions in which they are located according to **Exhibit C**.

3. Allocations to Regions will be distributed according to **Exhibit F**. For multi-county Regions, each Region's share listed in **Exhibit F** is calculated by summing the individual percentage shares listed in **Exhibit D** for the counties within that Region. The percentages in **Exhibit F** are based on the assumption that every Local Government in each Region becomes a Participating Local Government.

4. In the event a city, town, or other municipality that is a Participating Local Government merges, dissolves, or ceases to exist during the term of any Settlement, the allocation of the Regional Share owed to the Region in which that Participating Local Government existed shall be re-allocated as directed by any Settlement, and if not specified, shall not be modified from **Exhibit F**. If a county that is a Participating Local Government merges with another county within its Region, the allocation of the Regional Share owed to the Region in which that county existed shall be re-allocated as directed by any Settlement, and if not specified, shall not be modified from **Exhibit F**. If a county that is a Participating Local Government merges with a county in a different Region during the term of

any Settlement, the allocation of the Regional Share owed to the Region in which that county existed shall be re-allocated as directed by any Settlement, and if not specified, shall be re-allocated to the Region in which that Participating Local Government merged in accordance with **Exhibit F**.

5. Each Region must create its own Regional Council while giving consideration to the regional governance models illustrated in **Exhibit G**. The Regional Council must be formed by the Participating Local Governments within the Region and each Regional Council shall designate a fiscal agent for the Region. Regional fiscal agents shall be county or municipal governments only. All funds from the Regional Share shall be distributed to the Regional Council's identified fiscal agent for the benefit of the entire Region.

    a. Subject to this Section F(5), each Region may draft its own intra-regional agreements, bylaws, or other governing documents to determine how the Regional Council will operate. However, each voting member of a Regional Council shall be an employee or elected official of a Participating Local Government within the applicable Region. In the case of Denver, the voting members of its Regional Council shall be appointed by the Mayor. In the case of Broomfield, the voting members of its Regional Council shall be appointed by the Broomfield City and County Manager.

    b. The Region shall not receive any Opioid Funds from the Regional Share until the Region certifies to the Abatement Council that its Regional Council has been formed and a fiscal agent has been designated. Such certification shall be in a simple form adopted by the Region and may be made via email, so long as it includes the names and affiliations of the Regional Council's members and the designated fiscal agent.

    c. If a Region does not form and certify its Regional Council and designate its fiscal agent within one-hundred and eighty (180) days of the Effective Date, the Abatement Council shall appoint members to the Region's Regional Council. Regional Council members appointed by the Abatement Council shall serve until the Region certifies the formation of its Regional Council to the Abatement Council.

    d. A Region shall submit a renewed certification required by Section (F)(5)(b), above, when its membership changes.

    e. If a membership vacancy exists on a Regional Council for more than ninety (90) days and the Regional Council is unable to fill the vacancy by its regular procedures during that time, the Abatement Council shall appoint a replacement member to serve until the Region fills the vacancy.

6. A Local Government that chooses not to become a Participating Local Government shall not receive any Opioid Funds from the Regional Share or participate in the Regional Councils described in Section (F)(5) above.

7. Each Regional Council shall make requests to the Abatement Council for Opioid Funds from their allocation of the Regional Share. Each Regional Council's request for Opioid Funds from the Regional Share shall be accompanied by a 2-year plan identifying the Approved Purposes for which the requested funds will be used by the Region anywhere within the State of Colorado. A Regional Council's 2-year plan may be amended so long as such amendments comply with the terms of this MOU and any Settlement. Any Regional Council may seek assistance from the Abatement Council for purposes of developing its 2-year plan.

8. Reasonable administrative costs for a Regional Council to administer its Region's allocation of the Regional Share shall not exceed actual costs or 10% of the Region's allocation of the Regional Share, whichever is less.

9. The Abatement Council shall release funds requested by a Regional Council in accordance with Section (B)(1) if the Regional Council's 2-year plan complies with the Approved Purposes, the terms of this MOU, and the terms of any Settlement. The Abatement Council shall not deny any funding request from a Regional Council on the basis that the Abatement Council does not approve or agree with the Approved Purposes for which a Regional Council requests Opioid Funds from the Regional Share. Nor may the Abatement Council hold up, delay, or make unreasonable requests for additional or supporting information of the Regional Council prior to releasing the requested Opioid Funds. The purpose of this MOU is to facilitate Opioid Funds to their intended recipients quickly and efficiently with minimal administrative procedure.

10. On an annual basis, as determined by the Abatement Council, each Regional Council's fiscal agent shall provide to the Abatement Council the Regional Council's expenditure data, including administrative costs, from their allocation of the Regional Share and certify to the Abatement Council that the Regional Council's expenditures were for Approved Purposes and complied with its 2-year plan. The Regional Council shall subject itself to an accounting at the Abatement Council's discretion.

    a. The Abatement Council shall review a Regional Council's expenditure data and certification to ensure compliance with the Regional Council's 2-year plan, the Approved Purposes, and the terms of this MOU and any Settlement.

    b. The Abatement Council shall publish the Regional Council's expenditure data, including administrative costs, from the Regional Share in accordance with Section (C)(4)(c)(i). The Abatement Council may require Regional Councils to provide additional outcome related data in

accordance with Section (C)(4)(c)(ii) and all Regional Councils shall comply with such requirements.

11. If any Regional Council disputes the amount of Opioid Funds it receives from its allocation of the Regional Share, the Regional Council shall alert the Abatement Council within sixty (60) days of discovering the information underlying the dispute. Failure to alert the Abatement Council within this time frame shall not constitute a waiver of the Regional Council's right to seek recoupment of any deficiency in its Regional Share.

12. If the Abatement Council has reason to believe a Region's expenditure of its allocation of the Regional Share did not comply with the Region's 2-year Plan, the Approved Purposes, the terms of this MOU or any Settlement, as described in this Section (F), or that the Region otherwise misused its allocation of the Regional Share, the Abatement Council may take remedial action against the alleged offending Region. Such remedial action is left to the discretion of the Abatement Council and may include but not be limited to, withholding future Opioids Funds owed to the offending Region or requiring the offending Region to reimburse improperly expended Opioid Funds to the Regional Share.

13. Within one hundred and twenty (120) days of the Abatement Council being formed, in accordance with Section (C)(2)(c) above, the Abatement Council shall develop and publish due process procedures for allowing a Region to challenge or dispute any remedial action taken by the Abatement Council, including timelines during which the Region may engage in such a challenge or dispute. Such due process procedures shall reflect, at a minimum, the following principles:

    a. Upon learning of any conduct that may warrant remedial action against a Region, the Abatement Council shall first provide notice to the Region of the conduct at issue, provide the Region an opportunity to respond, and, if appropriate, cure the alleged offending conduct. If after providing the Region such notice and opportunities to respond and cure, the Abatement Council continues to believe remedial action is warranted, the Abatement Council may take such remedial action.

    b. If the Abatement Council decides to take remedial action against an alleged offending Region, such action may only occur by a two-thirds supermajority vote of the Abatement Council. Thus, an Abatement Council made up of twelve (12) voting members requires a vote of eight (8) Members prior to taking remedial action against an alleged offending Region.

    c. Prior to taking any remedial action against an alleged offending Region, the Abatement Council shall first provide notice to the alleged offending Region of the remedial action to be taken and the facts underlying such remedial action. The Abatement Council shall then provide the alleged

offending Region an opportunity to challenge or dispute the remedial action in accordance with, at a minimum, the principles below:

i. The alleged offending Region may request revisions or modifications to the proposed remedial action;

ii. The alleged offending Region may submit a written response to and/or request a hearing before the Abatement Council, or a third-party hearing officer,[3] regarding the alleged offending conduct and proposed remedial action; and

iii. After such written responses are submitted and reviewed and/or a hearing is conducted, the alleged offending Region may submit an appeal to the Abatement Council of the decision to take remedial action.

d. Remedial actions taken by the Abatement Council, in accordance with the due process principles detailed above, shall be considered final non-appealable orders and offending Regions may not seek judicial relief from remedial action taken by the Abatement Council, except as provided in Section (H), below.

e. Subject to Section (H)(2), below, if any Party(ies) believes the Abatement Council violated the terms of this MOU, such Party(ies) may seek to enforce the terms of this MOU.

14. If the Abatement Council has reason to believe a Region's conduct, or the conduct of any Participating Local Government or individual in that Region, amounts to a violation of any criminal law, the Abatement Council shall refer such matters to the appropriate authorities and may consider such conduct in its determination of any remedial action to be taken.

15. If the Abatement Council has reason to believe that an individual involved in the receipt or administration of Opioid Funds from the Regional Share has violated any applicable ethics rules or codes, the Abatement Council shall not attempt to adjudicate such a violation. In such instances, the Abatement Council shall lodge a complaint with the appropriate forum for handling such ethical matters, such as a local home rule municipality's ethics board.

16. Costs associated with the Abatement Council's distribution and oversight of the Regional Share, as described above in this Section (F), including costs associated with any remedial action by the Abatement Council, shall be paid from the Statewide

[3] Only an alleged offending Region may request the appointment of a third-party hearing officer to review any written responses and conduct any requested hearings. If an alleged offending Region makes such a request, the Abatement Council has sole discretion to appoint the third-party hearing officer and the alleged offending Region shall bear the cost of such review and/or hearing by the third-party hearing officer.

Infrastructure Share. The Abatement Council shall make all good faith efforts to limit such costs to the greatest extent possible.

G. Statewide Infrastructure Share

1. In accordance with Sections B(1) and (B)(2)(d), and the terms of any Settlement, the Statewide Infrastructure Share shall be paid to any Party or Regional Council in accordance with this Section (G).

2. The purpose of the Statewide Infrastructure Share is to promote capital improvements and provide operational assistance for developing or improving the infrastructure necessary to abate the opioid crisis anywhere within the State of Colorado. The Statewide Infrastructure Share is intended to supplement Opioid Funds received by any Party or Region.

3. Prior to distributing any Opioid Funds from the Statewide Infrastructure Share, the Abatement Council shall establish and publish policies and procedures for the distribution and oversight of the Statewide Infrastructure Share, including processes for Parties or Regions to apply for Opioid Funds from the Statewide Infrastructure Share. The Abatement Council's policies and procedures shall, at a minimum, reflect the following principles:

    a. Opioid Funds from the Statewide Infrastructure Share shall be used for Approved Purposes only;

    b. Opioid Funds from the Statewide Infrastructure Share shall be paid directly to the appropriate state agencies (including but not limited to the Colorado Department of Law), Regional fiscal agents, or Participating Local Governments only;

    c. Distribution and oversight of the Statewide Infrastructure Share shall comply with the terms of this MOU and any Settlement;

    d. Appropriate processes for remedial action will be taken against Parties or Regions that misuse Opioid Funds from the Statewide Infrastructure Share. Such processes shall include procedures for alleged offending Parties or Regions to challenge or dispute such remedial action; and

    e. Limitations on administrative costs to be expended by recipients for administering Opioid Funds received from the Statewide Infrastructure Fund, not to exceed actual costs expended by the recipient or 10% of the amount received, whichever is less.

4. The distribution and oversight policies and procedures developed by the Abatement Council, in accordance with Section (G)(3), shall be non-appealable orders and no Party or Region may seek judicial relief related to the distribution and oversight of the Statewide Infrastructure Share.

5. On an annual basis, as determined by the Abatement Council, any Party or Regional Council that receives funds from the Statewide Infrastructure Share shall provide all expenditure data, including administrative costs, related to any Opioid Funds it received from the Statewide Infrastructure Share and subject itself to an accounting as required by the Abatement Council. The Abatement Council shall publish all expenditure data from the Statewide Infrastructure Share in accordance with Section (C)(4)(c)(i). The Abatement Council may require the Parties or Regional Councils that receive funds from the Statewide Infrastructure Share to provide additional outcome related data in accordance with Section (C)(4)(c)(ii) and the Parties or Regional Councils shall comply with such requirements.

6. Costs associated with the Abatement Council's distribution and oversight of the Statewide Infrastructure Share, as described in this Section (G), shall be paid for from the Statewide Infrastructure Share. The Abatement Council shall make all good faith efforts to limit such costs to the greatest extent possible.

H. General Terms

1. All Parties and Regional Councils shall maintain all records related to the receipt and expenditure of Opioid Funds for no less than five (5) years and shall make such records available for review by the Abatement Council, any other Party or Regional Council, or the public. Records requested by the public shall be produced in accordance with Colorado's open records laws. Records requested by the Abatement Council or another Party or a Regional Council shall be produced within twenty-one (21) days of the date the record request was received. This requirement does not supplant any Party or Regional Council's obligations under Colorado's open records laws.

2. If any Party(ies) believes the Abatement Council has violated the terms of this MOU, the alleging Party(ies) may seek to enforce the terms of this MOU, provided the alleging Party(ies) first provides notice to the Abatement Council of the alleged violation and a reasonable opportunity to cure the alleged violation. In such an enforcement action, the alleging Party(ies) may only seek to enforce the terms of the MOU against the State and the Participating Local Governments from which the Local Government Members of the Abatement Council were appointed and may only seek declaratory and/or injunctive relief. In defense of such an enforcement action, the State's Members of the Abatement Council shall be represented by the State and the Local Government Members shall be represented by the Participating Local Governments from which the Local Government Members were appointed. In the event of a conflict, the Abatement Council and its Members may seek outside representation to defend itself against such an enforcement action.

3. If any Party(ies) believes another Party(ies), not including the Abatement Council, violated the terms of this MOU, the alleging Party(ies) may seek to enforce the terms of this MOU in the court in which any applicable Settlement(s) was entered, provided the alleging Party(ies) first provide the alleged offending Party(ies)

notice of the alleged violation(s) and a reasonable opportunity to cure the alleged violation(s). In such an enforcement action, any alleging Party or alleged offending Party(ies) may be represented by their respective public entity in accordance with Colorado law.

4. Nothing in this MOU shall be interpreted to waive the right of any Party to seek judicial relief for conduct occurring outside the scope of this MOU that violates any Colorado law. In such an action, the alleged offending Party(ies), including the Abatement Council, may be represented by their respective public entities in accordance with Colorado law. In the event of a conflict, any Party, including the Abatement Council and its Members, may seek outside representation to defend itself against such an action.

5. If any Party(ies) believes another Party(ies), Region(s), or individual(s) involved in the receipt, distribution, or administration of Opioids Funds has violated any applicable ethics codes or rules, a complaint shall be lodged with the appropriate forum for handling such matters, such as a local home rule municipality's ethics board.

6. If any Party(ies) believes another Party(ies), Region(s), or individual(s) involved in the receipt, distribution, or administration of Opioid Funds violated any Colorado criminal law, such conduct shall be reported to the appropriate criminal authorities.

7. Venue for any legal action related to this MOU shall be in a court of competent jurisdiction where any applicable Settlement(s) is entered.

8. Because recovery under the terms of different Settlement(s) may vary depending on the number of Parties required to effectuate a Settlement, the Parties may conditionally agree to sign on to the MOU through a letter of intent, resolution or similar written statement, declaration or pronouncement declaring their intent to sign on to the MOU if the threshold for Party participation in a specific Settlement is achieved.[4]

9. This MOU may be executed in two or more counterparts, each of which shall be deemed an original, but all of which shall constitute one and the same instrument. The Parties approve the use of electronic signatures for execution of this MOU. All use of electronic signatures shall be governed by the Uniform Electronic Transactions Act, C.R.S. §§ 24-71.3-101, *et seq.* The Parties agree not to deny the legal effect or enforceability of the MOU solely because it is in electronic form or

[4] For instance, the July 21, 2021 "Distributor Settlement Agreement" includes a "Subdivision Settlement Agreement Form" that, once filled out and executed, is meant to indicate that Local Government's (or Subdivision's) election to participate in that Distributor Settlement and also, to require that Local Government to take steps to formally release any claim it may have against the Settling Distributors. With regard to the Distributor Settlement Agreement or any other Settlements that include a form similar to the Subdivision Settlement Agreement Form, the Parties may still conditionally agree to sign on to the MOU if, for instance, the threshold for Party participation in a specific Settlement is achieved.

because an electronic record was used in its formation. The Parties agree not to object to the admissibility of the MOU in the form of an electronic record, or a paper copy of an electronic document, or a paper copy of a document bearing an electronic signature, on the ground that it is an electronic record or electronic signature or that it is not in its original form or is not an original.

10. Each party represents that all procedures necessary to authorize such Party's execution of this MOU have been performed and that the person signing for such Party has been authorized to execute the MOU.

I. Payment of Counsel and Litigation Expenses Through a Back-Stop Fund

1. Some Settlements, including the McKesson Corporation, Cardinal Health, Inc., and AmerisourceBergen Corporation ("Distributor") and Johnson & Johnson/Janssen ("J&J") settlements, may provide for the payment of all or a portion of the fees and litigation expenses owed by Participating Local Governments to counsel specifically retained to file suit in the opioid litigation. If any Settlement is insufficient to cover the fee obligations of the Participating Local Governments (as discussed and modified by Judge Polster's Order of August 6 regarding fees for the Distributor and J&J settlements), the deficiencies will be covered as set forth in further detail below.

2. The Parties also recognize that, as in the Distributor and J&J settlements, certain Opioid Settling Defendants may offer premiums benefiting the entire state of Colorado when Participating Local Governments agree to the Settlement(s), thereby settling their claims in their on-going lawsuits. For example, below is the chart illustrating how Incentive Payment B (a 25% premium to the entire state) works in the Distributor Settlement at Section IV.F.2.b (p. 20):

Percentage of Litigating Subdivision Population that is Incentive B Eligible Subdivision Population[5]	Incentive Payment B Eligibility Percentage
Up to 85%	0%
85%–	30%
86+	40%
91+	50%
95+	60%
99%+	95%
100%	100%

3. If the court in *In Re: National Prescription Opiate Litigation*, MDL No. 2804 (N.D. Ohio), or if a Settlement establishes a common benefit fund or similar device to compensate attorneys for services rendered and expenses incurred that have benefited plaintiffs generally in the litigation (the "Common Benefit Fund"),

and/or requires certain governmental plaintiffs to pay a share of their recoveries from defendants into the Common Benefit Fund ("Court-Ordered Common Benefit Fund Assessment"), then the Participating Local Governments shall be required to first seek to have their attorneys' fees and expenses paid through the Common Benefit Fund.

4. For the Distributor and J&J settlements only, counsel for Participating Local Governments shall have their expenses otherwise recoverable from Colorado Participating Local Governments compensated only through the Common Benefit Fund(s) established in those settlement(s). For the avoidance of doubt, counsel for Participating Local Governments may recover their attorneys' fees through the Distributor and J&J settlements and through the other applicable provisions of this Section (I).

5. In addition, as a means of covering any deficiencies in paying counsel for Participating Local Governments, a supplemental Colorado Attorney Fee Back-Stop Fund shall be established. The Colorado Attorney Fee Back-Stop Fund is to be used to compensate counsel for Participating Local Governments that filed an initial complaint in the opioid litigation by September 1, 2020 ("Litigating Participating Local Governments").

6. Payments out of the Colorado Attorney Fee Back-Stop Fund shall be determined by a committee (the "Opioid Fee and Expense Committee"). The Opioid Fee and Expense Committee shall consist of the following five (5) members:

   a. One (1) member appointed by CCI from a litigating county or from a litigating county and city municipal corporation;

   b. One (1) member appointed by CML from a litigating city;

   c. One (1) member appointed jointly by CCI and CML from a non-litigating county or city;

   d. One (1) member appointed by the Attorney General's Office; and

   e. One (1) neutral member jointly appointed by all of the other members listed above.

7. The Colorado Attorney Fee Back-Stop Fund shall be funded as follows from any Settlement, excluding settlements involving McKinsey and payments resulting from the Purdue or Mallinckrodt bankruptcy. For purposes only of calculating the funding of the Colorado Attorney Fee Back-Stop Fund, the Parties deem 58% of the total LG Share and Regional Share to be attributable to the Litigating Local Governments. The Colorado Attorney Fee Back-Stop Fund shall be funded by 8.7% of the total LG Share and 4.35% of the total Regional Share at the time such funds are actually received. No funds deposited into the Colorado Attorney Fee Back-Stop Fund will be taken from the Statewide Infrastructure Share or State Share.

8. Counsel for Litigating Participating Local Governments may apply to the Colorado Attorney Fee Back-Stop Fund only after applying to the Common Benefit Fund.

9. Counsel for Litigating Participating Local Governments may apply to the Colorado Attorney Fee Back-Stop Fund for only a shortfall – that is, the difference between what their fee agreements would entitle them to (as limited by this Section (I)) minus what they have already collected from the Common Benefit Fund (including both the "common benefit" and "contingency fee" calculations, if any). If they receive fees/costs for common benefit work in the national fee fund, these fees/costs will be allocated proportionately across all their local government opioid clients based on the allocation model used in the Negotiation Class website to allocate the appropriate portion to Colorado clients.

10. Counsel for Litigating Participating Local Governments are limited to being paid, at most, and assuming adequate funds are available in any Common Benefit Fund and Colorado Attorney Fee Back-Stop Fund, fees in an amount equal to 15% of the LG Share and 7.5% of the Regional Share attributable to their Colorado clients.

11. Any funds remaining in the Colorado Attorney Fee Back-Stop Fund in excess of the amounts needed to cover the fees and litigation expenses owed by Litigating Participating Local Governments to their respective counsel shall revert to the Participating Local Governments according to the allocations described in Sections (E) and (F). Every two years, the Opioid Fee and Expense Committee shall assess the amount remaining in the Colorado Attorney Fee Back-Stop Fund to determine if it is overfunded.

12. Despite the fact that a litigating entity bonus benefits the entire state, no portion of the State Share shall be used to fund the Colorado Attorney Fee Back-Stop Fund or in any other way to fund any Participating Local Government's attorneys' fees and expenses. Because the state did not hire outside counsel, any funds for attorneys fees that the state receives from the J&J and Distributor settlement will be deposited into the State Share.

13. To participate in the Colorado Attorney Fee Back-Stop Fund, counsel must follow the requirements of C.R.S. § 13-17-304.

This **Colorado Opioids Settlement Memorandum of Understanding** is signed this 26 day of August, 2021 by:

Name & Title Philip J. Weiser, Attorney General

On behalf of State of Colorado

This **Colorado Opioids Settlement Memorandum of Understanding** is signed this ___ day of _____, _____ by:

_____

Colorado Attorney General Philip J. Weiser

Certificate Of Completion

Envelope Id: 62DA1F1B-5CD4-4123-A01C-53F8BE4DB758 Status: Completed

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Type of Document:
Grant Agreement

Department/Office: Community Services

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Tanisha Locke grants@bouldercounty.org Security Level: Email, Account Authentication (None)	 Signature Adoption: Pre-selected Style Using IP Address: 97.122.161.140	Sent: 6/12/2025 11:25:27 AM Viewed: 6/13/2025 7:27:55 AM Signed: 6/13/2025 7:33:26 AM
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Vladimir Ryazanov ca@bouldercounty.org Boulder County Security Level: Email, Account Authentication (None)	 Signature Adoption: Pre-selected Style Using IP Address: 72.42.81.86	Sent: 6/12/2025 11:25:27 AM Resent: 6/16/2025 8:34:08 AM Viewed: 6/16/2025 2:25:46 PM Signed: 6/16/2025 2:28:53 PM
Electronic Record and Signature Disclosure: Not Offered via Docusign		

In Person Signer Events	Signature	Timestamp

Editor Delivery Events	Status	Timestamp

Agent Delivery Events	Status	Timestamp

Intermediary Delivery Events	Status	Timestamp

Certified Delivery Events	Status	Timestamp

Carbon Copy Events	Status	Timestamp

Witness Events	Signature	Timestamp

Notary Events	Signature	Timestamp

Envelope Summary Events	Status	Timestamps
Envelope Sent	Hashed/Encrypted	6/12/2025 11:25:27 AM
Certified Delivered	Security Checked	6/16/2025 2:25:46 PM
Signing Complete	Security Checked	6/16/2025 2:28:53 PM
Completed	Security Checked	6/16/2025 2:28:53 PM

Payment Events	Status	Timestamps