

## Opioid Crisis Recovery Fund Grant Agreement

Funding Organization Name: Colorado Mesa University Foundation

Funding Organization Program (if applicable): Addictions Counseling Training Program

Stated Period for Funding: 1/1/2023-12/31/2023

An agreement between the Mesa County Regional Opioid Governance Board ("Governance Board") and the Colorado Mesa University Foundation ("Organization"), for the funding awarded to the Organization by the Governance Board in the amount of \$10,000 to be paid upon receipt of funds from the State of Colorado and the signing of this Agreement.

Based on representations made by the Organization, including but not limited to financial and budget information provided by the Organization and the application of the Governance Board's fund distribution principles, the Governance Board has determined that funds will be distributed to the Organization to support the above organization/organization program(s). The funding provided under this Agreement is only for the stated period, and there is no expressed or implied commitment to provide the Governance Board funding to the Organization beyond that period.

Both parties recognize it is essential to have a clear understanding and mutual acceptance of the roles, responsibilities, and obligations of each party with respect to the distribution of these funds. This Agreement is initiated for that purpose, and both parties agree to abide by its provisions.

This is the entire agreement between the parties, and neither party may impose additional obligations on the other except by mutual consent. Circumstances or provisions uniquely applying to the Organization or the funded program may be dealt with by specific, signed addenda to this Agreement.

### **The Organization represent and warrants that:**

1. its services are available in Mesa County, it exists to serve people generally, and the availability of its services will not be based upon discriminatory practices;
2. it has provided the Governance Board a list of its current Board of Directors or administrative structure, and copies of its current organizing document (articles of incorporation or other) which are true and correct as of the date provided and any changes to these documents will be provided to the Governance Board within three (3) days of any such amendments;
3. it has at least one person, salaried or unsalaried, who has primary accountability to conduct and/or administer the activities of the program funded under this agreement;
4. it has named the person who has primary accountability to conduct and/or administer the activities of the program funded under this agreement.

### **The Organization agrees:**

1. to use the funds covered by this Agreement only for the purposes stated in the Deliverables section of this Agreement. Provided, however, uses of funds may change upon the Governance Board's written consent;
2. to maintain fiscal, management, and service records adequate to demonstrate upon request by the Governance Board the proper use of the funds covered by this Agreement and to permit reasonable on-site review of records, facilities, etc., as may be requested by the Governance Board to ensure proper use of the funds;

3. to keep regular books of accounts in accordance with applicable laws and generally accepted accounting principles uniformly and consistently applied; and to allow examination of the financial records associated with the organization/program funded under this Agreement at the Governance Board expense in such a manner, at such times, and by such agent as may be designated by the Governance Board;
4. to comply with any and all applicable regulatory and licensing requirements of federal, state, and local government agencies;
5. to conduct all fund-raising activities in a manner which will not reflect adversely on the Organization, on the Governance Board, or on other organizations or programs supported by the Governance Board;
6. to recognize the Governance Board's financial support to the extent practical in its published materials, at its physical facilities, and in other publicity, and to cooperate in informing the community about all services supported by the Governance Board;
7. to provide in a timely manner quarterly reports to the Mesa County HUB and final report to the Governance Board (forms will be provided and exact dates will be announced). If a report is late, future funding will be withheld until the report is received.
8. to inform to the Governance Board immediately of any significant changes in organization leadership within three (3) days of any such amendments.

**The Governance Board agrees:**

1. to provide the funds as described by this Agreement subject to the terms and conditions of this Agreement, recognizing that the Governance Board has the right to reduce the amount and/or modify the payment schedule if necessary due to unmet deliverables;
2. to comply with any and all applicable regulatory and licensing requirements of federal, state, and local government agencies;
3. while performing activities necessary for the responsible stewardship of State funds to the Governance Board and distributed to the Organization, to respect the Organization's autonomy and right to determine and carry out its own policies and programs so long as they do not conflict with the terms of this Agreement;
4. to assist the Organization in the successful conduct of its management and service activities if requested and to the extent permitted by available Governance Board resources;
5. to foster a cooperative environment for community-wide human service planning and development.

**Changes to and termination of this Agreement will be subject to the following:**

1. Any amendment to this Agreement shall be in writing and signed by both parties.
2. The Governance Board will inform the Organization promptly of any changes to the amount or schedule of fund distribution if such changes become necessary due to Opioid Settlement fund decisions.
3. The Organization will inform the Governance Board in advance, in order to allow for joint consideration of any contemplated expansions, additions, reductions, or deletions of services, or of any changes to the Organization's administrative structure, which would materially change the representations made to the Governance Board in the request for the funds covered by this Agreement.

4. This Agreement will remain in effect throughout the period stated above unless such period is modified by mutual agreement of the parties or unless the Agreement is earlier terminated by either party. Either party may terminate this Agreement by giving the other party sixty (60) days' notice in writing of its intention to do so, which notice requirement may be waived only by mutual consent.
5. The party receiving such notice of termination will have the right to a hearing, if desired, before the governing Board or administrative structure of the other party, to request reconsideration of such termination. In the event such hearing is requested the timing of holding such hearing shall not impact the termination date as per the Notice provided to the appealing party.
6. Under certain circumstances, the Governance Board will have the right to immediately suspend the funding provided under this Agreement, with the decision whether to resume funding or terminate the Agreement being dependent upon the results of a hearing with the Organization. Such circumstances may include, but are not limited to, breach of this Agreement by the Organization, failure of the Organization to provide the services and/or meet the financial management standards contemplated by this Agreement, failure of the Organization to meet the objectives set forth below, determination by the Governance Board that the services which utilize the Governance Board's funds have been altered to such an extent that the Governance Board's funding is no longer appropriate, or significant reduction in financial support from other sources with the result that the Governance Board support is insufficient to maintain the program services at an acceptable level.
7. Disagreements arising as to the application of the terms of this Agreement will be referred to a panel consisting of two representatives from the Organization and two representatives from the Governance Board. In the event the panel cannot resolve the disagreement, the Governance Board will render a final decision following a hearing.

**Deliverables:**

1. Quarterly data collection through the County Data System as discussed with the Mesa County Behavioral Health department for the following deliverables as listed on the Organization proposal:
  - a. Use funds to pay for curriculum approvals, instructor approvals and training fees to be in line with meeting the new Addiction Certification, Licensure Laws and updated curriculum changes as outlined by the BHA (Behavioral Health Administration) and Colorado's Department of Regulatory Agencies (DORA)
2. Presentation of completed Deliverables and overall program achievements made possible due to this funding at the Mesa County Behavioral Health Year In Review event, currently scheduled at CMU for the evening of October 10, 2023.

### Agreement Accepted and Approved

Print Agency Director Name Carley Maher

Signature of Agency Director  \_\_\_\_\_  
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Date 12/27/2022 | 3:42 MST

Print Board President or Chairman Name Janet Rowland

Signature of Board President or Chairman  \_\_\_\_\_  
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Date 12/27/2022 | 2:42 PST