

INTRODUCED: December 11, 2023

AN ORDINANCE No. 2023-367

To authorize the Chief Administrative Officer, for and on behalf of the City of Richmond, to execute a Memorandum of Agreement between the City of Richmond and the Counties of Hanover, Chesterfield, and Henrico for the purpose of funding the development of a gap analysis of the needs of pregnant and parenting individuals with opioid use.

Patron – Mayor Stoney and Ms. Lynch

Approved as to form and legality
by the City Attorney

PUBLIC HEARING: JAN 8 2024 AT 6 P.M.

THE CITY OF RICHMOND HEREBY ORDAINS:

§ 1. That the Chief Administrative Officer, for and on behalf of the City of Richmond, be and is hereby authorized to execute a Memorandum of Agreement between the City of Richmond and the and the Counties of Hanover, Chesterfield, and Henrico for the purpose of funding the development of a gap analysis of the needs of pregnant and parenting individuals with opioid use. The Memorandum of Understanding shall be approved as to form by the City Attorney and shall be substantially in the form of the document attached to this ordinance.

§ 2. This ordinance shall be in force and effect upon adoption.

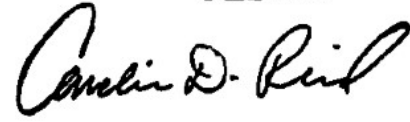
AYES: 9 NOES: 0 ABSTAIN: _____

ADOPTED: JAN 8 2024 REJECTED: _____ STRICKEN: _____

APPROVED AS TO FORM:

City Attorney's Office

**A TRUE COPY:
TESTE:**

A handwritten signature in black ink, appearing to read "Camelin D. Reed". The signature is written in a cursive style with a large initial 'C'.

City Clerk



City of Richmond

900 East Broad Street
 2nd Floor of City Hall
 Richmond, VA 23219
www.rva.gov

Master

File Number: Admin-2023-1983

File ID: Admin-2023-1983	Type: Request for Ordinance or Resolution	Status: Regular Agenda
Version: 1	Reference:	In Control: City Clerk Waiting Room
Department:	Cost:	File Created: 12/03/2023
Subject:	Final Action:	
Title:		

Internal Notes:

Code Sections:

Agenda Date: 12/11/2023

Indexes:

Agenda Number:

Patron(s):

Enactment Date:

Attachments: Admin-2023-1983 Collective Agreement - planning grant 11-15-23.pdf, Admin-2023-1983 Henrico Coop Planning Package.pdf, Admin-2023-1983 Opioid - Henrico Budget \$2500 AATF.pdf, Admin-2023-1983 Opioid - MOA - Henrico Hanover Chesterfield AATF.pdf, Admin-2023-1983 Collective agreement exhibits a and b.pdf

Enactment Number:

Contact:

Introduction Date:

Drafter: dominic.barrett@rva.gov

Effective Date:

Related Files:

Approval History

Version	Seq #	Action Date	Approver	Action	Due Date
1	1	12/4/2023	Traci DeShazor	Approve	12/6/2023
1	2	12/4/2023	Meghan Brown	Approve	12/6/2023
1	3	12/4/2023	Sheila White	Approve	12/6/2023
1	4	12/5/2023	Jeff Gray	Approve	12/6/2023
1	5	12/6/2023	Lincoln Saunders	Approve	12/8/2023
1	6	12/6/2023	Mayor Stoney	Approve	12/14/2023

History of Legislative File

item, all for the purpose of making a grant of matching funds to Henrico County to support the development of the gap analysis.

BACKGROUND: Virginia’s Opioid Abatement Authority is an independent body, the purpose of which is to abate and remediate the opioid epidemic in the Commonwealth through financial support from the Fund, in the form of grants, donations, or other assistance, for efforts to treat, prevent, and reduce opioid use disorder and the misuse of opioids in the Commonwealth. The OAA offers competitive grant awards from Opioid Abatement Fund for cooperative projects involving multiple cities and/or counties.

The City of Richmond partnered with our regional counterparts on two cooperative applications in the OAA’s initial application cycle; both were chosen for funding. This Ordinance speaks to one of those projects, a planning grant of \$90,000 for a gap analysis of the needs of pregnant and parenting people with opioid use disorder. The project will pay a consultant to do the analysis and report. Henrico serves as the fiscal agent and lead applicant on the project. Participating localities include Richmond, Hanover County, Chesterfield County, and Henrico County. Each participating locality is providing \$2,500 in matching funds toward the project.

The OAA has also allocated dedicated funds to all Virginia localities for their own use. Richmond has been granted and will accept \$2,500 of those funds to contribute as matching dollars toward this project. As part of the funded application, the OAA has agreed to release those matching funds to Richmond. The City will then provide those funds directly to Henrico who will facilitate the funded project. This O&R request allows for the execution of an MOU, and acceptance of and distribution of those \$2,500 matching funds.

COMMUNITY ENGAGEMENT: N/A

STRATEGIC INITIATIVES AND OTHER GOVERNMENTAL: RES. 2022-R013, adopted 2/28/22, declared opioid drug overdose deaths as a public health crisis in the city of Richmond.

FISCAL IMPACT: \$2,500 in outside contributions will be received and paid out to Henrico County.

DESIRED EFFECTIVE DATE: Upon adoption

REQUESTED INTRODUCTION DATE: December 11th, 2023

CITY COUNCIL PUBLIC HEARING DATE: January 8th, 2024

REQUESTED AGENDA: Consent

RECOMMENDED COUNCIL COMMITTEE: None

AFFECTED AGENCIES: Budget and Strategic Planning, Finance, Human Services

RELATIONSHIP TO EXISTING ORD. OR RES.: Amends Ord. 2023-071

ATTACHMENTS: Grant Award Packages and MOU

STAFF: Dominic Barrett, Strategic Projects and Grants Advisor - Office of Human Services,
646-5861.

INTRODUCED: December 11, 2023

AN ORDINANCE No. 2023-

To authorize the Chief Administrative Officer, for and on behalf of the City of Richmond, to accept funds in the amount of \$2,500.00 from the Virginia Opioid Abatement Authority, to amend the Fiscal Year 2023-2024 General Fund Budget by creating a new line item in the Non-Departmental agency to be called the “Henrico County OAA Planning Grant” line item, and to appropriate the increase to the Fiscal Year 2023-2024 General Fund Budget by increasing estimated revenues and the amount appropriated to such new line item by \$2,500.00, all for the purpose of making a grant of matching funds to Henrico County to support the development of a gap analysis of the needs of pregnant and parenting individuals with opioid use disorder.

Patron – Mayor Stoney

Approved as to form and legality
by the City Attorney

PUBLIC HEARING:

AT 6 P.M.

THE CITY OF RICHMOND HEREBY ORDAINS:

§ 1. That the Chief Administrative Officer, for and on behalf of the City of Richmond, is authorized to accept funds in the amount of \$2,500.00 from the Virginia Opioid Abatement Authority for the purpose of making a grant of matching funds to Henrico County to support the development of a gap analysis of the needs of pregnant and parenting individuals with opioid use disorder.

AYES: _____ NOES: _____ ABSTAIN: _____

ADOPTED: _____ REJECTED: _____ STRICKEN: _____

§ 2. That Article I, Section 1 of Ordinance No. 2023-071, adopted May 8, 2023, which adopted a General Fund Budget for the fiscal year commencing July 1, 2023, and ending June 30, 2024, and made appropriations pursuant thereto, be and is hereby amended by creating a new line item in the Non-Departmental agency called the “Henrico County OAA Planning Grant” line item for the purpose of making a grant of matching funds to Henrico County to support the development of a gap analysis of the needs of pregnant and parenting individuals with opioid use disorder.

§ 3. That the funds received from the Virginia Opioid Abatement Authority are hereby appropriated to the General Fund Budget for the fiscal year commencing July 1, 2023, and ending June 30, 2024, by increasing estimated revenues by \$2,500.00, increasing the amount appropriated for expenditures by \$2,500.00, and allotting to the Henrico County OAA Planning Grant line item in the Non-Departmental agency the sum of \$2,500.00, for the purpose of making a grant of matching funds to Henrico County to support the development of a gap analysis of the needs of pregnant and parenting individuals with opioid use disorder.

§ 4. This ordinance shall be in force and effect upon adoption.

APPROVED AS TO FORM:



City Attorney's Office

INTRODUCED: December 11, 2023

AN ORDINANCE No. 2023-

To authorize the Chief Administrative Officer, for and on behalf of the City of Richmond, to execute a Memorandum of Agreement between the City of Richmond and the Counties of Hanover, Chesterfield, and Henrico for the purpose of funding the development of a gap analysis of the needs of pregnant and parenting individuals with opioid use.

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§ 2. This ordinance shall be in force and effect upon adoption.

AYES: _____ NOES: _____ ABSTAIN: _____

ADOPTED: _____ REJECTED: _____ STRICKEN: _____

APPROVED AS TO FORM:



City Attorney's Office

Virginia Opioid Abatement Authority

August 4, 2023

Mike Feinmel
Deputy County Manager
Henrico County

Dear Mr. Feinmel:

As Chairman of the Virginia Opioid Abatement Authority (OAA) I am pleased to inform you that Henrico County (acting as fiscal agent on behalf of itself, the city of Richmond, Hanover County, and Chesterfield County) has been awarded a planning grant for cooperative partnerships in the amount of \$90,000.00 to conduct a needs assessment with respect to a pregnancy and parenting women recovery program. Henrico County, the city of Richmond, Hanover County, and Chesterfield County have also been awarded \$2,500.00 each in Individual Distributions that are pledged as a match on the planning grant.

The OAA Board of Directors has invested considerable time and effort to ensure that Virginia allocates its share of the national opioid settlements in a manner that saves lives, restores families, and safeguards communities. This is a major challenge and will require a strengthening of partnerships between community-based organizations, local governments, state agencies, and many other stakeholders. Efforts such as the development of a women recovery program have the potential to exemplify how we can work together to turn the tide of the opioid crisis in Virginia.

Details about the award being offered by the OAA are attached to this letter. We look forward to receiving your acceptance and to working together on this important mission.

Sincerely,



Senator Todd Pillion, Chairman
Virginia Opioid Abatement Authority Board of Directors

Virginia Opioid Abatement Authority

Letter of Award for Cooperative Planning Grant

August 4, 2023

Mike Feinmel
Deputy County Manager
Henrico County
fei@henrico.us

RE: Cooperative Planning Grant Award – Pregnant and Parenting Women Recovery Program

Dear Mr. Feinmel:

This letter confirms that on June 23, 2023, the Virginia Opioid Abatement Authority's (OAA) Board of Directors voted to award **\$90,000.00** to Henrico County (acting as fiscal agent on behalf of itself, the city of Richmond, Hanover County, and Chesterfield County) for **fiscal year 2024** as a planning grant for planning efforts to implement a pregnant and parenting women recovery program. Henrico County, the city of Richmond, Hanover County, and Chesterfield County have also been awarded **\$2,500.00 each** in Individual Distributions that are pledged as a match on the planning grant. The Individual Distribution funds will be transmitted to the respective cooperative partners. The performance period of the planning grant will be a **maximum of 24 months from the date of the distribution** with the expectation that performance would be completed much sooner. The award will be transmitted in a lump sum.

Attached to this letter are the Award Acceptance Form, as well as the terms and conditions of the cooperative planning grant. All reports and plans, including the financial report, will be due 45 days after the end of the performance period, regarding the use of the funds. The OAA will reach out to all fiscal year 2024 awardees this fall to review the reporting parameters.

Please sign and return a copy of this cover letter which includes the agreement below as well as the attached Award Acceptance Form to info@voaa.us. The OAA will be in touch if any additional information is needed to transmit the award. This grant number is PGCP087404.

The OAA will gladly assist you in any way we can to assure your plans are successful.

Thanks and Regards,



Cecil "Charlie" Lintecum
Director of Operations
804-500-1811
clintecum@voaa.us
www.voaa.us

CC: Richmond City
Hanover County
Chesterfield County

On behalf of the Henrico County (“County”) and as the recipient of this award acting as the fiscal agent on behalf of the County, the city of Richmond, Hanover County, and Chesterfield County, I am cognizant of and agree to the terms and conditions as fully set out in the document entitled *Grant Award Terms and Conditions: Opioid Abatement Authority Planning Grant Awards for Cooperative Partnerships Involving Cities and/or Counties*. More specifically, I acknowledge my obligations under said document with respect to the “Use of Funds” in Section 2, to refrain from “False Statements” as described in Section 10, not to misuse the award and thus incur a debt as described in Section 11, and agree to use the award only for the purposes described in my application as set out in Section 20. Should the Opioid Abatement Authority (“OAA”) determine that I have incurred a debt pursuant to Section 11, the OAA in its discretion will require the debt: (1) to be paid promptly, (2) to be paid according to a mutually agreeable arrangement, or (3) to be collected by taking any action available by law.

Additionally, I understand that should any requests for procurements (“RFPs”) be relied upon as part of the project, then the final cost of the procurement must be communicated to the OAA; and if the resulting procurement cost would need an award adjustment, then approval by the OAA’s Grants Committee will be required before the transmittal of the award.

Mike Feinmel
Deputy County Manager
Henrico County

Date

Virginia Opioid Abatement Authority Grant Award Acceptance Form

Agency Information

<input type="checkbox"/> Individual Distribution	<input type="checkbox"/> Cooperative Partnership
<input type="checkbox"/> "Gold Standard" Incentive	<input checked="" type="checkbox"/> Planning Grant for Cooperative Partnership
<input type="checkbox"/> Planning Grant for Individual City/County	

Recipient

Name:	Henrico County
Contact Person:	Mike Feinmel
Title:	Deputy County Manager
Email:	fei@henrico.us
Phone Number:	804-501-7580
Fiscal Agent for Cooperative Project?	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
Name of Project:	Pregnant and Parenting Women Recovery Program
Grant Number:	PGCP087404

Agency Information

Total Award Amount:	\$90,000.00	Contingent Match Total:	\$10,000.00
Individual Distribution:		Individual Distribution(s):	\$2,500.00 - Henrico \$2,500.00 - Richmond \$2,500.00 - Hanover \$2,500.00 - Chesterfield
"Gold Standard" Incentive:		"Gold Standard" Incentive(s):	
Cooperative Partnership:		Direct Distribution:	
Planning Grant for Individual City/County:		General Funds:	
Planning Grant for Cooperative Partnership:	\$90,000.00	Other (Describe):	

Other Contingencies

It is understood that should any requests for procurements (“RFPs”) be relied upon as part of the project, then the final cost of the procurement must be communicated to the OAA; and if the resulting procurement cost would need an award adjustment, then approval by the OAA’s Grants Committee will be required before the transmittal of the award.

Agreement & Acceptance of Award

As the duly authorized representative of the recipient, I hereby accept this award and agree to the terms and conditions of this award, all items contained in and attached to the application resulting in this award, all other information contained herein, and all other provisions of local, state, and federal law that pertain to this award.

Signature:	
Printed Name:	Mike Feinmel
Title:	Deputy County Manager, Henrico County
Date:	

GRANT AWARD TERMS AND CONDITIONS

Virginia Opioid Abatement Authority
701 East Franklin Street, Suite 803
Richmond, Virginia 23219

Opioid Abatement Authority Planning Grant Awards for Cooperative Partnerships Involving Multiple Cities and/or Counties

Acceptance of this grant award by the recipient constitutes its agreement that it assumes full responsibility for the management of all aspects of the grant and the activities funded by the grant, including assuring proper fiscal management of and accounting for grant funds; assuring that personnel paid with grant funds are hired, supervised, and evaluated in accordance with established employment and personnel policies; and assuring that all terms, conditions and assurances--those submitted with the grant application, and those issued with this award--are complied with.

By signing the Statement of Grant Award/Acceptance, the recipient agrees to:

- Use the grant funds to carry out the activities described in the grant application, as modified by the terms and conditions attached to this award or by subsequent amendments approved by the Opioid Abatement Authority (OAA);
- Adhere to the approved budget contained in this award and amendments made to it in accord with these terms and conditions; and,
- Comply with all terms, conditions and assurances either attached to this award or submitted with the grant application.

1. Definitions

- a. Definitions are contained in the [OAA's Glossary of Terms](#) available on the OAA website.

2. Use of Funds

- a. Recipient understands and agrees that the funds disbursed under this award may only be used in compliance with *Code of Virginia §2.2-2370*, any OAA regulations, and guidance issued by the OAA regarding the foregoing.
 - i. The recipient's primary mission, the primary mission of subrecipients, and/or the primary mission of other agencies funding a portion of the proposed program will not conflict with the OAA's mission as it is defined in *Code of Virginia §2.2-2366*.
- b. Recipient will determine prior to engaging in any project using this assistance that it has the institutional, managerial, and financial capability to ensure proper planning, management, and completion of such project.

Terms and Conditions for Planning Grants for Cooperative Partnerships Involving Multiple Cities and Counties

- c. Direct Costs ****Information regarding this item has been revised effective 2/1/2023. Please see the revision document for this grant.**
- i. A direct cost is any cost that can be specifically identified with the proposed project that can be directly attributed to the project and/or the project's measurable activities.
 - ii. Direct costs include but are not limited to salaries, travel, equipment and supplies directly connected to the project.
 1. An example of direct costs would be paying an employee to manage an Opioid Use Disorder Treatment Program.
 - iii. In accordance with Code of Virginia [§2.2-2370 \(A\) \(4\)](#), recipient may NOT use funds provided under this award to cover indirect costs
 1. An example of indirect costs would be allocating a percentage of a time of a procurement officer to issue a request for proposals (RFP) for this project.
 2. Loosely defined administrative costs are considered indirect costs and therefore not allowed.

3. Period of Performance

The performance period for a Planning Grant for Cooperative Partnerships will be 24 months from the date of the distribution.

- a. Between February 1, 2023, and May 5, 2023, the OAA will accept Planning Grant applications from Cooperative Partnerships
- b. Subsequently, between October 1 and April 1 of each year, the OAA will accept Planning Grant applications from Cooperative Partnerships.
- c. All funds will be awarded up front.
- d. Any funds remaining at the end of the performance period must be repaid.
- e. Reporting will be at the end of the performance period.

4. Reporting

Recipient agrees to comply with any reporting obligations established by the OAA as they relate to this award.

- a. Reporting will include financial expenditures as well as the plan developed from the expenditures and any other reports related to the effort.
- b. The method for reporting to the OAA may change during a grant cycle and include usage of an online software platform.

5. Maintenance of and Access to Records; Audits

- a. The recipient hereby agrees to retain all books, records, and other documents relative to this award for five (5) years after final payment, or until final payment period is audited by the Commonwealth of Virginia, whichever is sooner.
- b. The recipient hereby agrees to also retain all books, records, and other documents relative to this

Terms and Conditions for Planning Grants for Cooperative Partnerships Involving Multiple Cities and Counties

award in accordance with the Virginia Public Records Act Code of Virginia [§42.1-76](#) et seq.

- c. The OAA, its authorized agents, and/or State auditors shall have full access to and the right to examine any of said materials during said period.
- d. The recipient hereby agrees to comply with all reporting and auditing requirements related to these funds as set forth by the Auditor of Public Accounts.
- e. The recipient agrees to forward a copy to the OAA of the recipient's audited financial statements for the fiscal year that covers the grant award period

6. Cost Sharing

Cost sharing or matching funds are not required to be provided by the recipient unless they are specified by the recipient as part of the application.

7. Conflicts of Interest

Recipient understands and agrees it must maintain a conflict of interest policy consistent with *Code of Virginia* [§2.2-3100](#) et seq. and that such conflict of interest policy is applicable to each activity funded under this award. Recipient and subrecipients must disclose in writing to the OAA, any potential conflict of interest affecting the awarded funds.

8. Compliance with Applicable Law and Regulations

a. Anti-Discrimination

By submitting their proposals, recipients certify to OAA that they will conform to the provisions of the Federal Civil Rights Act of 1964, as amended, as well as the Virginia Fair Employment Contracting Act of 1975, as amended, where applicable, the Virginians With Disabilities Act, the Americans with Disabilities Act and § 2.2-4311 of the Virginia Public Procurement Act. If the award is made to a faith-based organization, the organization shall not discriminate against any recipient of goods, services, or disbursements made pursuant to the contract on the basis of the recipient's religion, religious belief, refusal to participate in a religious practice, or on the basis of race, age, color, gender or national origin and shall be subject to the same rules as other organizations that contract with public bodies to account for the use of the funds provided; however, if the faith-based organization segregates public funds into separate accounts, only the accounts and programs funded with public funds shall be subject to audit by the public body. (Code of Virginia, [§2.2-4343.1 \(E\)](#)).

In every contract over \$10,000 the provisions in i. and ii. below apply:

- i. During the performance of this award, the recipient agrees as follows:
 1. The recipient will not discriminate against any employee or applicant for employment because of race, religion, color, sex, national origin, age, or disability or any other basis prohibited by state law relating to discrimination in employment, except where there is a bona fide occupational qualification reasonably necessary to the normal operation of the recipient., The recipient agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause.

Terms and Conditions for Planning Grants for Cooperative Partnerships Involving Multiple Cities and Counties

2. The recipient, in all solicitations or advertisements for employees placed by or on behalf of the recipient, will state that such recipient is an equal opportunity employer.
 3. Notices, advertisements and solicitations placed in accordance with federal law, rule or regulation shall be deemed sufficient for the purpose of meeting these requirements.
 4. The requirements of these provisions i. and ii. are a material part of the award. If the recipient violates one of these provisions, the OAA may terminate the affected part of this award for breach, or at its option, the whole award.
 5. In accordance with Executive Order 61 (2017), a prohibition on discrimination by the recipient, in its employment practices, subcontracting practices, and delivery of goods or services, on the basis of race, sex, color, national origin, religion, sexual orientation, gender identity, age, political affiliation, disability, or veteran status, is hereby incorporated in this award.
- ii. The recipient will include the provisions of i. above in every subcontract or purchase order over \$10,000, so that the provisions will be binding upon each subcontractor or vendor.
- b. Contractor/Subcontractor Participation in E-Verify
- In compliance with Code of Virginia [§2.2-4308.2](#), registration and use of federal employment eligibility verification program is required as set forth below:
- i. For purposes of this section, "E-Verify program" means the electronic verification of work authorization program of the Illegal Immigration Reform and Immigrant Responsibility Act of 1996 (P.L. 104-208), Division C, Title IV, § 403(a), as amended, operated by the U.S. Department of Homeland Security, or a successor work authorization program designated by the U.S. Department of Homeland Security or other federal agency authorized to verify the work authorization status of newly hired employees under the Immigration Reform and Control Act of 1986 (P.L. 99-603).
 - ii. Any employer with more than an average of 50 employees for the previous 12 months entering into a contract in excess of \$50,000 with any agency of the Commonwealth to perform work or provide services pursuant to such contract shall register and participate in the E-Verify program to verify information and work authorization of its newly hired employees performing work pursuant to such public contract.
 - iii. Any such employer who fails to comply with the provisions of subsection B shall be debarred from contracting with any agency of the Commonwealth for a period up to one year. Such debarment shall cease upon the employer's registration and participation in the E-Verify program.

Terms and Conditions for Planning Grants for Cooperative Partnerships Involving Multiple Cities and Counties

c. Ethics in Public Contracting

By submitting their proposals, recipients certify that their proposals are made without collusion or fraud and that they have not offered or received any kickbacks or inducements from any other recipient, supplier, manufacturer or subcontractor in connection with their proposal, and that they have not conferred on any public employee having official responsibility for this proposal any payment, loan, subscription, advance, deposit of money, services or anything of more than nominal value, present or promised, unless consideration of substantially equal or greater value was exchanged.

d. Immigration Reform and Control Act of 1986

By submitting their proposals, recipients certify that they do not and will not during their performance of this award employ an unauthorized alien as defined in the Federal Immigration Reform and Control Act of 1986.

e. Debarment Status

By submitting their proposals, recipients certify that they will not contract with organizations currently debarred by the Commonwealth of Virginia from submitting proposals on contracts for the type of goods and/or services covered by this award, nor are they an agent of any person or entity that is currently so debarred

9. Remedial Actions

In the event of recipient's noncompliance with these terms and conditions, other applicable laws, regulations, and/or settlements, OAA may impose additional conditions on the receipt of a subsequent tranche of future award funds, if any, or take other available remedies.

10. False Statements

Recipient understands that making false statements or claims in connection with this award is a violation of Code of Virginia [§18.2-498.4](#) and may result in criminal, civil, or administrative sanctions, including fines, imprisonment, civil damages and penalties, debarment from participating in state awards or contracts, and/or any other remedy available by law.

11. Debts Owed the Opioid Abatement Fund

- a. Any funds paid to recipient (1) in excess of the amount to which recipient is finally determined to be authorized to retain under the terms of this award; or (2) that are determined by the OAA to have been misused; and have not been repaid by recipient shall constitute a debt to the Opioid Abatement Fund.
- b. Any debts determined to be owed the Opioid Abatement Fund must be paid promptly by the recipient. A debt is delinquent if it has not been paid by the date specified in OAA's initial written determination for payment, unless other satisfactory arrangements have been made. The OAA will take any actions available to it to collect such a debt.

12. Disclaimer

- a. The Commonwealth of Virginia expressly disclaims any and all responsibility or liability to recipient or third persons for the actions of recipient or third persons resulting in death, bodily injury, property damages, or any other losses resulting in any way from the performance of this award or any other

Terms and Conditions for Planning Grants for Cooperative Partnerships Involving Multiple Cities and Counties

losses resulting in any way from the performance of this award or any contract, or subcontract under this award.

- b. The acceptance of this award by the recipient does not in any way establish an agency relationship between the Commonwealth and the recipient.

13. Protections for Whistleblowers

- a. Recipients shall comply with [Chapter 30.1](#) The Fraud and Abuse Whistleblower Protection Act (Code of Virginia [§2.2-3009](#) et seq.)
- b. No governmental agency may threaten or otherwise discriminate or retaliate against a citizen whistle blower because the whistle blower is requested or subpoenaed by an appropriate authority to participate in an investigation, hearing, or inquiry by an appropriate authority or in a court action
- c. No employer may discharge, threaten, or otherwise discriminate or retaliate against a whistle blower whether acting on his own or through a person acting on his behalf or under his direction.
- d. No employer may discharge, threaten, or otherwise discriminate or retaliate against a whistle blower, in whole or in part, because the whistle blower is requested or subpoenaed by an appropriate authority to participate in an investigation, hearing, or inquiry by an appropriate authority or in a court action
- e. An employer shall post notices and use other appropriate means to notify employees and keep them informed of the protection and obligations set forth in the provisions of Chapter 30.1.

14. Requirement to report potentially duplicative funding

If the recipient currently has other active awards, or if the recipient receives any other award of during the period of performance for this award, the recipient promptly must determine whether funds from any of those other awards have been, are being, or are to be used (in whole or in part) for one or more of the identical cost items for which funds are provided under this award. If so, the recipient must promptly notify OAA in writing of the potential duplication, and, if so requested by OAA, must seek a budget-modification or change-of-project-scope to eliminate any inappropriate duplication of funding.

15. Additional monitoring requirements

The recipient understands that it may be subject to additional financial and programmatic on-site monitoring, which may be on short notice, and agrees that it will cooperate with any such monitoring in accordance with Code of Virginia [§2.2-2370 \(A\) \(5\)](#).

16. Travel policy

Recipients may follow their own established travel rates if they have an established travel policy. The OAA reserves the right to determine the reasonableness of an organization's travel policy. If the recipient does not have an established policy, then they must adhere to state travel policy. Refer to the following IRS website for the most current mileage rate: <https://www.irs.gov/tax-professionals/standard-mileage-rates>. Transportation costs for air and rail must be at coach rates.

17. Award Amendments

Once a proposal has been approved by the OAA, amendments will be handled as follows:

- a. At all times regardless of any amendment the cooperative partnership must remain in compliance with the OAA's terms and conditions.
- b. A cooperative partnership may initiate line-item budget transfers within a project without seeking approval from the OAA.
- c. If a cooperative partnership needs to amend their Planning Grant Award, the fiscal agent should request the amendment in writing to the OAA. The OAA will consider Planning Grant amendments on a case-by-case basis.

18. Delegation of responsibility

Any delegation of responsibility for carrying out grant-funded activities to any entity must be pursuant to a written memorandum of understanding or contract by which the implementing organization agrees to comply with all applicable grant terms, conditions, and assurances. Any such delegation notwithstanding, the applicant acknowledges by its acceptance of the award its ultimate responsibility for compliance with all terms, conditions, and assurances of the grant award.

19. Performance and obligation periods

Planning Grant awards to cooperative partnerships shall have a performance period of 24 months. Grant funds, including any monetary match, may be expended and/or obligated during the grant award period of performance. Recipients may only charge to the award allowable costs incurred during this grant award period. Recipients shall have up to 30 days from the end of the performance period to liquidate any unpaid obligations.

20. Limitation on the use of funds

The recipient agrees that grant funds will be used only for the purposes described in the recipient's application, unless OAA determines that any of these activities are out of scope or unallowable. The recipient must not undertake any work or activities that are not described in the recipient's application, award documents, or approved budget, and must not use staff, equipment, or other goods or services paid for with grant funds for such work or activities, without prior written approval, from OAA.

21. Procurement

Recipients are responsible for ensuring that any procurement using OAA funds, or payments under procurement contracts using such funds are consistent with the procurement standards set forth in the Virginia Public Procurement Act Code of Virginia [§2.2-4300](#) et seq. as well as any procurement policies and procedures established by the applicant.

REPORTING REQUIREMENTS AND PROJECTED DUE DATES

Virginia Opioid Abatement Authority
701 East Franklin Street, Suite 803
Richmond, Virginia 23219

**Opioid Abatement Authority
Planning Grant Awards to
Cooperative Partnerships Involving
Multiple Cities and/or Counties**

Reporting Requirements

By accepting the accompanying grant award, the recipient is agreeing to submit the report and plan generated by the Planning Grant as well as all financial expenditures to close out the grant.

To submit report and reporting requests, email to info@voaa.us

- **FINANCIAL REPORTS**– Financial reports are due by 45 days after the end of the performance period. If the due date falls on a weekend or non-business day, the report is due on the next business day. For financial reporting questions, email info@voaa.us.
- **REPORT AND PLAN** –Any reports and/or plans generated by this grant are due 45 days after the end of the performance period.
- **BUDGET AMENDMENTS** - If a cooperative partnership needs to request an amendment, those requests must be in writing and will be considered on a case-by-case basis.
- **GRANT CLOSEOUT**: The recipient has up to 30 days from the end of the performance period to liquidate any unpaid obligations and 45 days from the end of the performance period to submit the final report. The liquidation period exists to allow projects time to receive final invoices and make final payments -- no new obligations may be incurred during this period. Closeout questions should be directed to info@voaa.us.

Reporting may be shifted to an online software platform during a funding cycle.

MEMORANDUM OF AGREEMENT

This Memorandum of Agreement (“MOA”) is made and entered into by and between Henrico County, Chesterfield County, Hanover County, and the City of Richmond (hereinafter referred to individually as a “Participating Locality” and collectively as “Participating Localities”).

This MOA is effective as of July 1, 2023.

I. RECITALS

WHEREAS, the Participating Localities jointly applied for, and received, a grant from the Virginia Opioid Abatement Authority (“VOAA”), namely, to fund a two-step process to (1) identify the current needs of pregnant and parenting women with opioid abuse disorder in the region comprising the Participating Localities and (2) conduct a gap analysis of current services and supports available to meet the identified needs, in order to inform future regional proposals to the VOAA; and

WHEREAS, the Participating Localities now intend to formalize their partnership in carrying out their respective contributions and obligations in relation to the Cooperative Planning Grant awarded by the VOAA;

NOW, THEREFORE, for and in consideration of the mutual covenants of the Participating Localities hereto and other good and valuable consideration, the Participating Localities hereby agree as follows:

II. ROLES AND RESPONSIBILITIES OF ALL PARTICIPATING LOCALITIES

- 2.1 The Participating Localities agree to collaboratively identify the current needs of pregnant and parenting women with opioid abuse disorders within the region by selecting a vendor through competitive negotiation to conduct a needs assessment and gap analysis as further described herein.
- 2.2 The Participating Localities agree that Henrico County, as fiscal agent, will issue an informal RFP (“IRFP”) to obtain a needs assessment and gap analysis comparing identified needs with available resources for the target population. The RFP will include the Key Elements identified by the Participating Localities in the Application Submitted to the VOAA for this planning grant (Exhibit A). The IRFP will also ensure compliance with the document entitled, Terms and Conditions for Planning Grants for Cooperative Partnerships Involving Multiple Cities and Counties (Exhibit B). Henrico County will obtain input from the other Participating Localities prior to finalizing any contract.
- 2.3 Each Participating Locality will submit their respective direct shares of funds awarded by the VOAA that they have pledged to carrying out the two-step study and gap analysis project described in the Recitals and in Exhibit A to this MOA. The submissions will be made to Henrico County within 90 days of a signed MOA.

- 2.4 Once the gap analysis is completed, the Participating Localities will review the outcome of the analysis to inform a comprehensive and coordinated regional approach to identifying and treating maternal substance use disorder.
- 2.5 The Participating Localities agree to adhere to the terms of the grant outlined in both the original planning grant application to VOAA (Exhibit A) and in the Terms and Conditions for Planning Grants for Cooperative Partnerships Involving Multiple Cities and Counties (Exhibit B) efficiently and within the performance period dictated by the VOAA, which is a maximum of twenty-four months from the date of the grant distribution.
- 2.6 In carrying out the purpose of this MOA, the Participating Localities agree that all funds distributed from the VOAA shall be used in compliance with Virginia Code § 2.2-2370 and any guidance issued by the VOAA regarding the foregoing. The Participating Localities also agree that all funds distributed by the VOAA for the purpose of this MOA shall only be used in compliance with the VOAA Planning Grants Awards for Cooperative Partnerships Involving Multiple Cities and/or Counties Terms and Conditions incorporated herein by reference and attached hereto as Exhibit B. Additionally, the Participating Localities agree that the primary mission of this MOA shall not conflict with the VOAA's mission as it is defined in Virginia Code § 2.2-2366.
- 2.7 The Participating Localities agree that all funds awarded to the Program shall be used only for direct costs that can be specifically identified and attributed to the Program and/or the Program's measurable activities.
- 2.8 The Participating Localities agree that no purchase or expenditure made in furtherance of the Program shall exceed the budget and revenue matches outlined in Exhibit A of this MOA. Should the budget or revenue matches for the Program be modified or amended through future renewal applications to the VOAA, such modified or amended budget or revenue matches shall control.
- 2.9 The Participating Localities will collaborate and agree upon any proposed budget or revenue match modification or amendment. No modification or amendment shall be made to the Program's proposed budget or revenue matches without full agreement of the Participating Localities.
- 2.10 The Participating Localities agree to provide all performance data, financial data, and any other data and information related to the Program at the request of Henrico County in furtherance of Henrico County's reporting obligations as the fiscal agent of the Program.
- 2.11 The Participating Localities agree to maintain full and accurate records with respect to all matters covered under this MOA and any terms or conditions imposed by the VOAA in relation to the Program and will make those records available for review by the VOAA or by any other Participating Locality.

III. FISCAL AGENT ROLES AND RESPONSIBILITIES

Henrico County will serve as the fiscal agent for the Program, and the Participating Localities hereby authorize Henrico County to undertake any additional steps necessary to effectuate the terms of this MOA or meet the grant requirements of the VOAA.

As fiscal agent, Henrico County agrees to:

- 3.1 Receive and manage all funding awarded by the VOAA directly to the Program, as well as each Participating Locality's direct share of funds awarded by the VOAA that they have pledged to the Program.
- 3.2 Ensure proper fiscal management of and accounting for all grant money awarded to the Program.
- 3.3 Obtain a vendor to conduct the gap analysis described by Exhibit A of this MOA and this MOA, with input from the other Participating Localities.
- 3.4 Comply with the Virginia Public Procurement Act and other applicable law in using grant funds to contract with the selected vendor.
- 3.5 Disburse the grant funds in accordance with the terms of Exhibit A of this Agreement.
- 3.6 Designate Henrico Area Mental Health and Developmental Services staff to serve as primary points of contact for the Participating Localities and VOAA regarding the project; and
- 3.7 Submit all reports required by the VOAA, including but not limited to, financial reports, performance reports, budget amendments, and grant closeout final reports, on behalf of the Program.
- 3.8 Comply with VOAA requirements for the grant, including obtaining VOAA approval for the final cost of procurement and, if an award adjustment is determined to be necessary by the VOAA, seek to obtain the necessary approval by the VOAA Grants Committee.

IV. TERM OF AGREEMENT

- 4.1 In accordance with the grant conditions of the VOAA, the maximum term of this MOA shall be twenty-four (24) months, commencing on the effective date and terminating no later than June 30, 2025, unless terminated earlier in accordance with the provisions of this MOA.

V. TERMS AND CONDITIONS

In addition to the preceding terms and conditions contained, the Participating Localities agree to the following mandatory terms and conditions:

- 5.1 Compliance with Applicable Law.** This MOA shall be governed in all respects by the laws of the Commonwealth of Virginia. The Participating Localities agree that they each are bound by and will comply with all applicable provisions of local, state, and federal law and regulations, including but not limited to the Federal Civil Rights Act of 1964, the Virginia Fair Employment Contracting Act of 1975, the Virginia Disabilities Act, the Americans with Disabilities Act, and the Virginia Public Procurement Act. Each Participating Locality shall comply with or fulfill all provisions or requirements, duties, roles or responsibilities required by the VOAA and the terms and conditions of Exhibit B of this MOA. If there is any conflict between any provision of this MOA and any applicable state or federal law or regulation, the applicable state and federal law and regulations shall control.
- 5.2 Availability of Funding.** The Participating Localities agree that this MOA is contingent on available funding, including VOAA grant funding, and the services and obligations described herein are subject to appropriations by the governing bodies of the Participating Localities. Should any governing body fail to appropriate funds for this MOA, the Participating Locality shall provide written notice to the remainder of the Participating Localities of such failure to appropriate funds at least 45 days prior to the date of termination. Notice shall be given in accordance with the requirements of this MOA for the delivery of notices, and this MOA shall terminate on the date that funds are not appropriated.
- 5.3 No Cause of Action and No Guarantee for Services.** This MOA is for the sole benefit and convenience of the Participating Localities and does not create a cause of action or claim, or guarantee a right to services for any individual, consumer or client, or person or entity not a party to this MOA.
- 5.4 Prohibition of Discrimination.** The Participating Localities shall not discriminate against any person based on race, color, national origin, gender, sexual orientation, religion, disability, or age.
- 5.5 Inability to Bind Other Parties.** Nothing herein shall be construed as authority for any Participating Locality to make commitments that will bind the other Participating Localities to any agreement not expressly within the scope of this MOA.
- 5.6 Privacy of Personal Information and HIPAA Compliance.** The Participating Localities agree to maintain all protected health information (PHI) received about individuals served as confidential and agree to disclose that information only in accordance with applicable state and federal laws and regulations, including the regulations promulgated under the Health Insurance Portability and Accountability Act of 1996 (HIPAA); 42 CFR Part 2:

Confidentiality of Substance Use Disorder Patient records; Va. Code §§16.1-337, 32.1-17.1:03, 37.2-804.2 and -818; the Rules and Regulations to Assure the Rights of Individuals Receiving Services from Providers Licensed, Funded, or Operated by the Department of Behavioral Health and Developmental Services; and each Participating Locality's own privacy policies and practices. To the extent that each Participating Locality meets the definition of a Covered Entity and/or a Part 2 Program under federal laws cited herein, each Participating Locality may only disclose confidential information and health records, including PHI, of individuals served through this MOA in accordance with the applicable state and federal law and regulations cited herein.

VI. ADDITIONAL PROVISIONS

Each Participating Locality may add additional provisions, as needed, to this MOA by modification or addendum, with the written approval of each of the other Participating Localities. This MOA shall be amended or modified only by written agreement endorsed by all Participating Localities and/or their respective designees.

VII. ENTIRE AGREEMENT

This document sets forth the entire understanding between the Participating Localities to the subject matter hereof and merges all prior discussions between them.

VIII. MISCELLANEOUS

No provision of this MOA is intended to create, nor is it deemed or construed to create any relationship between the Participating Localities hereto other than that of independent entities. Nothing herein shall be construed to limit or abrogate the sovereign immunity of any signatory to this MOA. Any Participating Locality shall provide all notices, demands, requests or other communications required or permitted hereunder in writing and the same shall be deemed to have been duly provided when delivered in person or sent by certified mail, postage prepaid, return receipt requested to the designated point of contact specified below. Any Participating Locality may change its address and/or point of contact for notices by providing the other Participating Localities with written notice.

For Henrico County:

Mike Feinmel, Deputy County Manager for Public Safety
PO Box 90775
Henrico, VA 23273
fei@henrico.us
804-501-7580

For Chesterfield County:

James D. Worsley, Ph.D., Deputy County Administrator
9901 Lori Road

Chesterfield, VA 23832
Worsley@chesterfield.gov
804-748-1212

For Hanover County:

Jim Taylor, Deputy County Administrator
7516 County Complex Road
Hanover, VA 23069
iptaylor@hanovercounty.gov
804-365-6848

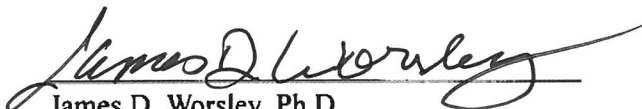
For the City of Richmond:

Dominic Gibbons Barrett, Strategic Projects and Grants Advisor
900 East Broad Street, Ste 501
Richmond, VA 23219
Dominic.barrett@rva.gov
804-646-5861

IN WITNESS WHEREOF, the Participating Localities have executed this Memorandum of Agreement as of the effective date.


Mike Feinmel
Deputy County Manager for Public Safety
Henrico County

Date



James D. Worsley, Ph.D.
Deputy County Administrator
Chesterfield County

11-15-2023
Date



Jim Taylor
Deputy County Administrator
Hanover County

11-14-23
Date

J.E. Lincoln Saunders
Chief Administrative Officer
City of Richmond

Date

Virginia Opioid Abatement Authority Application for Planning Grants for Cooperative Partnerships Involving Multiple Cities and/or Counties

1. Contact Information

This application is for cooperative planning effort consisting of a cooperative partnership between at least two cities and/or counties within the same Department of Behavioral Health and Developmental Services (DBHDS) region.

Complete this table for all cities and/or counties involved in the cooperative partnership.

Name of City/County	Contact Person	Mailing Address	Phone #	Email
Chesterfield County	James Worsley	9901 Lori Road Chesterfield VA 23832	8047481212	worsleyJ@chesterfield.gov
Hanover County	Jim Taylor	7516 County Complex Road Hanover VA 23069	8043656848	jptaylor@hanovercounty.gov
Henrico County	Mike Feinmel	PO Box 90775 Henrico VA 23273	8045017580	fei@henrico.us
Richmond City	Dominic Barrett	City of Richmond, City Hall 900 E. Broad Street Suite 501 Richmond VA 23219	8046465861	dominic.barrett@rva.gov

Application for Planning Grants for Cooperative
Projects Involving Multiple Cities and/or Counties

2. Fiscal Agent

a. One of the participating cities or counties must serve as the fiscal agent for the cooperative planning effort. The fiscal agent will be responsible for ensuring compliance with both financial and programmatic reporting requirements on behalf of the cooperative partnership.

b. City/County Serving as Fiscal Agent Henrico city coun

c. Physical address: 4301 E. Parham Road

d. Mailing address: PO Box 90775 Henrico VA 23273

(if different than physical address)

e. Contact Person for Fiscal Agent i. Name: Michael Y. Feinmel

ii. Job Title: Deputy County Manager

iii. Office Phone: 804-501-7580 Cell Phone: 804-698-9652

iv. Email: fei@henrico.us

3. Agreements

a. Attach a copy of a letter from each participating city and/or county that confirms the following:

i. The city/county's agreement to participate in the planning grant

ii. The city/county's agreement to support the implementation of the plan developed using the grant funds

iii. The commitment of the city/county to provide a monetary match, including the amount of the match and the source of the funds (Direct Distribution, Individual Distribution, General

Application for Planning Grants for Cooperative
Projects Involving Multiple Cities and/or Counties

Funds)

- iv. The city/county's agreement as to which city or county will act as the Fiscal Agent for the grant including applying for, receiving, and distributing the funds as well as any related reporting.

A sample of for this letter is available here.

4. Cost and Funding

- a. What is the total cost of the planning effort? \$¹⁰⁰¹⁰⁰⁰

- b. Complete the below table for each city or county providing a monetary match for this grant.

Name of City/County	Amount of Monetary Match	Source of Funds
Chesterfield	\$2500	
Hanover	\$2500	
Henrico	\$2500	
Richmond	\$2500	

- c. What is the total funding requested from the OAA for the planning grant? \$⁹⁰¹⁰⁰⁰()

Application for Planning Grants for Cooperative
Projects Involving Multiple Cities and/or Counties

5. Information

- a. Does the cooperative partnership intend to contract with a vendor or other organization to support this effort?

Yes

No

If Yes, attach a copy of the procurement documents (scope of work, request for proposal, etc). that defines the scope of services to be provided.

b. Narrative

- i. Provide a narrative description of the goals of this effort.


See attached--"Narrative"

c. Budget

- i. Provide a line-item budget for this effort that includes projected expenditures as well as any funding resources identified or requested in section 4.

6. Signature

Signature section must be completed by the person designated with signatory authority as the Fiscal Agent for the cooperative partnership.

affirm that all information contained in and attached to this application is true to the best of my
" all 

Application for Planning Grants for Cooperative
Projects Involving Multiple Cities and/or Counties

"I swear or
knowledge,

Signature

Print Name Michael Y Feinmel

Title Deputy County Manager

Date 5-3-23

Narrative for Cooperative Planning Grant for Chesterfield, Hanover, Henrico Counties and City of Richmond.

Chesterfield, Hanover, and Henrico Counties and the City of Richmond are applying for a planning grant to assess the needs of pregnant and parenting women with substance use disorder. Once the needs have been identified, a gap analysis will be conducted to identify unmet needs in the Central Virginia Region.

Chesterfield, Hanover, and Henrico Counties together with the City of Richmond have met to discuss regional needs related to the Opioid epidemic experienced in Central Virginia. Review of health data provided by the Virginia Department of Health for 2020 indicates that within the 4 localities an average of just under 7 babies born each month experience neonatal abstinence syndrome. In Virginia in 2020, 642 women died from drug overdose, 80% of these due to opioid overdose.

Though women die at a lower rate than men from drug overdose and have lower rates of use or dependence than men (NIH), the ripple effect of a pregnant and parenting woman's substance use is profound. A pregnant or parenting woman's substance use has significant implications for her child(ren). Numerous studies have shown that maternal substance use is a significant risk factor for maltreatment and neglect of children. National data from 2019 shows that parental substance use was a leading cause for approximately 60% of youth between birth and 5 years old who entered foster care.

The most recent data (2018) available from SAMHSA indicate that approximately 7% of Virginia women of childbearing age who entered substance use treatment were pregnant at the time of admission. This rate of pregnancy is significantly higher than the national average of 4.3%. The neonatal impact of substance use on the developing fetus is well researched. Common consequences of maternal substance use during pregnancy include preterm birth, low birth weight, still birth and maternal mortality.

Though the impact of maternal substance use is well known, a comprehensive and coordinated strategy for addressing this issue does not exist in Central Virginia. Mandated reporting of neonatal substance use from regional hospitals has significantly dropped during the last 3 years. It is unclear if this is a consequence of the pandemic or if some other factor is at play. The result, however, is that fewer substance using mothers are being identified at the time of the birth of their child and subsequently fewer new mothers are being referred to substance use treatment.

Representatives of Chesterfield, Hanover, Henrico, and Richmond City have been meeting regularly over the last 4 months to develop a regional planning grant proposal. In order to develop effective strategies for addressing maternal substance use in Central Virginia, it is imperative that multiple localities are involved. Women and their children often move from one locality to the other, especially women who may be experiencing unstable work and housing due to their

substance use. The regional partners meeting to develop this application for funding include representatives from the Department of Social Services, Community Services Boards, the Health Department, and local government administration. Similar to the need for a regional approach to address maternal substance use, there is need for multiple agency involvement in addressing this issue. Women interact with various government agencies, and each of these touch points is an opportunity for identification of maternal substance use and referral to appropriate services.

Through the planning grant, we envision a two-step process: identifying the current needs of the identified population in the region; and conducting a gap analysis of current services and supports available to meet the identified needs. The results of this needs assessment and gap analysis will inform future regional proposals to the Opioid Abatement Authority.

The scope of indicators that may be helpful in conducting the needs assessment include but are not limited to:

- . Pregnant and parenting women booked into local jails who are in need of detoxification or medication assisted treatment for substance use
- . Referrals to Part C Early Intervention Programs
- . Mothers or female caretakers of youth entering the foster care system who have known substance use disorder
- Referrals from local hospitals for substance exposed newborns
- . Overdoses in the region by pregnant and parenting women
- . Homeless pregnant and parenting women identified through Point in Time Count
- . ER visits by pregnant and parenting women for substance use related issues
- . Pregnant and parenting women admitted to treatment services at Community Services Boards with co-occurring substance use and mental health disorders

Once the scope of the problem is more clearly identified, an inventory of available resources in the region to meet these needs will be conducted. In addition to the identification of services a review of the outcome of these services will be conducted,

The information from the needs assessment and gap analysis will inform future regional proposals to develop a comprehensive and coordinated regional approach to identifying and treating maternal substance use disorder.

Attachment C—Key Elements_of Request for Proposals_for Cooperative Planning Grant for Chesterfield, Hanover, Henrico Counties and City of Richmond

The Request For Proposals (RFO) will be fully developed upon award of funding. Key Elements of the RFP are in draft form as follows:

Scope of Services:

The Successful Offeror shall be responsible for designing and conducting a needs assessment for Pregnant and Parenting Women with Substance Use Disorder in Central Virginia with specific focus on the Counties of Chesterfield, Hanover and Henrico and the City of Richmond. Upon completion of the needs assessment, the successful offer with design and conduct a gap analysis comparing the identified needs with available resources. Finally, the successful offeror will develop prioritized recommendations for enhancing the services and supports to pregnant and parenting women with substance use disorder in the identified region.

Specific Services of the Successful Offeror:

1. Design a needs assessment for Pregnant and Parenting Women with Substance Use Disorder including a plan for conducting the assessment. Review the proposed assessment and plan for conducting with a designated group of representatives from the localities included.
2. Conduct needs assessment and develop a report indicating identified needs. Review this report with a designated group of representatives from the localities included.
3. Develop a gap analysis comparing identified needs with available resources including a plan for conducting the gap analysis. Review the proposed gap analysis and plan for conducting the gap analysis with a designated group of representatives from the localities included.
4. Create a summary of the findings, including a list of identified existing resources, a prioritized list of needed services and supports. This summary and recommendations will be reviewed with a designated group of representatives from the localities included.

PROPOSAL RESPONSE FORMAT

A. Offerors shall submit a written proposal that present the Offeror's qualifications and understanding of the work to be performed. Offerors must address each evaluation criterion and be specific in presenting their qualifications. The proposal should provide all the information considered pertinent to the Offeror's qualifications for this project.

B. The Offeror should include in its proposal the following:

1. Table of Contents

All pages are to be numbered.

2. Tab 1 — Introduction and Signed Forms

In this tab, the following items should be provided;

- a. Cover Letter — On company letterhead, signed by a person with the corporate authority to enter into contracts in the amount of the proposal.
- b. Proposal Signature Sheet—
- c. Business Classification Form —
- d. Virginia State Corporation Commission Registration Information —C
- e. Proprietary/Confidential Information —

3. Tab 2 — Statement of the Scope.

In this tab, Offerors, in concise terms, shall state their understanding of the Scope of Services requested by this RFP in Section II.

4. Tab 3 - Offeror's Experience, Qualifications, and Resumes.

In this tab, offerors shall demonstrate the Offeror's, and their staffs, qualifications and experience in providing the services as requested in this RFP. Submit current resumes of any staff that will be providing the services along with copies of applicable licenses and certifications.

5. Tab 4 - References.

In this tab, offerors shall include a minimum of three references where the Offeror has provided services similar to the services being solicited in this RFP. The information provided shall include a contact person's name, position, up-to-date telephone number and email address, the organization for which the contact person worked, and the time period of the services performed.

6. Tab 5 — Services Approach / Implementation of Services.

In this tab, offerors shall demonstrate in detail, their approach to fulfilling the scope of services being solicited in this RFP and demonstrate their compliance with the requirements of the Scope of Services.

7. Tab 6 — Pricing / Cost Proposal

In this tab, offerors shall provide a pricing structure and costs to complete the project.

8. (if needed) Tab 7 — Exceptions

In this tab, offerors shall list any exceptions taken to the Scope of Services and General Terms and Conditions of this Request for Proposals..

9. (if needed) Tab 8 — Assumptions

In this tab, offerors shall list any assumptions made when responding to this Request for Proposals.

10. (if needed) Tab 9 — Appendices

Optional for Offerors who wish to submit additional material that will clarify their response.

Attachment D—Cooperative Planning Grant Proposed Budget
Chesterfield, Hanover and Henrico Counties and City of Richmond

Item	Cost
Contract with vendor to conduct needs assessment and gap analysis	\$100,000
Source of Funding	Amount
Opioid Abatement Authority	\$90,000
Localities' Contribution	\$10,000

Chesterfield, Hanover, Henrico County and Richmond City

Virginia Opioid Abatement Authority Cooperative Agreement - 2023

It is agreed, the mission of the Virginia Opioid Abatement Authority (OAA) is to abate and remediate the opioid epidemic in the Commonwealth through financial support in the form of grants, donations, Of other assistance: and

It is agreed, the OAA operates a financial assistance program to support certain cooperative partnerships of cities and/or counties In Virginia that implement regional efforts to treat, prevent, and reduce opioid use disorder and the misuse of opioids; and

It is agreed, the Jurisdictions listed below have committed to work together to develop and jointly apply for regional cooperative planning funding from the OAA,• and

It is agreed, at least two of the counties listed below are located Within the same region of the Department of Behavioral Health and Developmental Services; and

It is agreed, Chesterfield, Hanover, and Henrico will execute a legally binding agreement formalizing the cooperating partnership If the application for financial assistance is approved; and

It is agreed, Richmond presently intends to execute a legally binding agreement formalizing the cooperating partnership if the application for financial assistance is approved; and



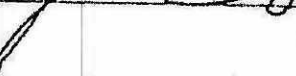
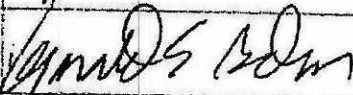
It is agreed, Chesterfield, Hanover, and Henrico agree that Henrico County will serve as the fiscal agent to execute the cooperative partnership grant application, implementation should funding be awarded and to execute all documents in connection therewith.

It is agreed, Richmond presently intends to agree that Henrico County will serve as the fiscal agent to execute the cooperative partnership grant application, implementation should funding be awarded and to execute all documents in connection therewith.

It is agreed, the locations listed below seek a total of \$100,000 in funding, \$90,000 from the OAA for Fiscal Year 2024; and

It is agreed, Chesterfield, Hanover, and Henrico have committed to allocate \$2500.00 each of their Individual Distribution from the OAA to this project for the Fiscal Year 2024; and

It is agreed, Richmond presently intends to commit to allocate \$2500.00 of its Individual Distribution from the OAA to this project for the Fiscal Year 2024

Name of City, County, or Organization	Printed Name of Authorized Signor	Title of Authorized Signor	Signature
Chesterfield	Joseph P. Casey, Ph.D.	County Administrator	
Hanover	John A. Budesky	County Administrator	
Henrico	John Vilhoukas	County Manager	
Richmond City	J.E. Lincoln Saunders	Chief Admin. Officer	

*on behalf of
CAO Lincoln Saunders*

Chesterfield, Hanover, Henrico County and Richmond City

Virginia Opioid Abatement Authority Cooperative Agreement - 2023

It is agreed, the mission of the Virginia Opioid Abatement Authority (OAA) is to abate and remediate the opioid epidemic in the Commonwealth through financial support in the form of grants, donations, or other assistance; and

It is agreed, the OAA operates a financial assistance program to support certain cooperative partnerships of cities and/or counties in Virginia that implement regional efforts to treat, prevent, and reduce opioid use disorder and the misuse of opioids; and

It is agreed, the jurisdictions listed below have committed to work together to develop and jointly apply for regional cooperative planning funding from the OAA; and


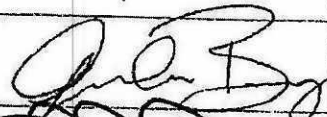


It is agreed, at least two of the counties listed below are located within the same region of the Department of Behavioral Health and Developmental Services; and

It is agreed, Chesterfield, Hanover, Richmond, and Henrico will execute a legally binding agreement formalizing the cooperating partnership if the application for financial assistance is approved; and

It is agreed, Chesterfield, Hanover, Richmond, and Henrico agree that Henrico County will serve as the fiscal agent to execute the cooperative partnership grant application, implementation should funding be awarded and to execute all documents in connection therewith.

It is agreed, the localities listed below seek a total of \$100,000 in funding, \$90,000 from the OAA for Fiscal Year 2024; and

It is agreed, Chesterfield, Hanover, Richmond, and Henrico have committed to allocate \$2500,00 each of their Individual Distribution from the OAA to this project for the Fiscal Year 2024.

Name of City, County, or Organization	Printed Name of Authorized Signor	Title of Authorized Signor	Signature
Chesterfield	Joseph P. Casey, Ph.D.	County Administrator	
Hanover	John A. Budesky	County Administrator	
Henrico	John Vithoukas	County Manager	
Richmond City	J.E. Lincoln Saunders	Chief Admin. Officer	

GRANT AWARD TERMS AND CONDITIONS

Virginia Opioid Abatement Authority
701 East Franklin Street, Suite 803
Richmond, Virginia 23219

Opioid Abatement Authority Planning Grant Awards for Cooperative Partnerships Involving Multiple Cities and/or Counties

Acceptance of this grant award by the recipient constitutes its agreement that it assumes full responsibility for the management of all aspects of the grant and the activities funded by the grant, including assuring proper fiscal management of and accounting for grant funds; assuring that personnel paid with grant funds are hired, supervised, and evaluated in accordance with established employment and personnel policies; and assuring that all terms, conditions and assurances—those submitted with the grant application, and those issued with this award—are complied with.

By signing the Statement of Grant Award/Acceptance, the recipient agrees to:

- Use the grant funds to carry out the activities described in the grant application, as modified by the terms and conditions attached to this award or by subsequent amendments approved by the Opioid Abatement Authority (OAA);
- Adhere to the approved budget contained in this award and amendments made to it in accord with these terms and conditions; and,
- Comply with all terms, conditions and assurances either attached to this award or submitted with the grant application.

1. Definitions

- a. Definitions are contained in the OAA's Glossary of Terms available on the OAA website.

2. Use of Funds

- a. Recipient understands and agrees that the funds disbursed under this award may only be used in compliance with Code of Virginia 52.2-2370, any OAA regulations, and guidance issued by the OAA regarding the foregoing.
 - i. The recipient's primary mission, the primary mission of subrecipients, and/or the primary mission of other agencies funding a portion of the proposed program will not conflict with the OAA's mission as it is defined in Code of Virginia 52.2-2366.
- b. Recipient will determine prior to engaging in any project using this assistance that it has the institutional, managerial, and financial capability to ensure proper planning, management, and completion of such project.

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**Information regarding this item has been revised effective 2/1/2023.

c. Direct Costs

Please see the revision document for this grant.

- i. A direct cost is any cost that can be specifically identified with the proposed project that can be directly attributed to the project and/or the project's measurable activities.
- ii. Direct costs include but are not limited to salaries, travel, equipment and supplies directly connected to the project.
 1. An example of direct costs would be paying an employee to manage an Opioid Use Disorder Treatment Program.
- iii. In accordance with Code of Virginia 52.2-2370 (A) (4), recipient may NOT use funds provided under this award to cover indirect costs
 1. An example of indirect costs would be allocating a percentage of a time of a procurement officer to issue a request for proposals (RFP) for this project.
 2. Loosely defined administrative costs are considered indirect costs and therefore not allowed.

3. Period of Performance

The performance period for a Planning Grant for Cooperative Partnerships will be 24 months from the date of the distribution.

- a. Between February 1, 2023, and May 5, 2023, the OAA will accept Planning Grant applications from Cooperative Partnerships
- b. Subsequently, between October 1 and April 1 of each year, the OAA will accept Planning Grant applications from Cooperative Partnerships.
- c. All funds will be awarded up front.
- d. Any funds remaining at the end of the performance period must be repaid.
- e. Reporting will be at the end of the performance period.

4. Reporting

Recipient agrees to comply with any reporting obligations established by the OAA as they relate to this award.

- a. Reporting will include financial expenditures as well as the plan developed from expenditures and any other reports related to the effort.
- b. The method for reporting to the OAA may change during a grant cycle and include usage of an online software platform.

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5. Maintenance of and Access to Records; Audits

- a. The recipient hereby agrees to retain all books, records, and other documents relative to this award for five (5) years after final payment, or until final payment period is audited by the Commonwealth of Virginia, whichever is sooner.
- b. The recipient hereby agrees to also retain all books, records, and other documents relative to this award in accordance with the Virginia Public Records Act Code of Virginia §42.1-76 et seq.
- c. The OAA, its authorized agents, and/or State auditors shall have full access to and the right to examine any of said materials during said period.
- d. The recipient hereby agrees to comply with all reporting and auditing requirements related to these funds as set forth by the Auditor of Public Accounts.
- e. The recipient agrees to forward a copy to the OAA of the recipient's audited financial statements for the fiscal year that covers the grant award period

6. Cost Sharing

Cost sharing or matching funds are not required to be provided by the recipient unless they are specified by the recipient as part of the application.

7. Conflicts of Interest

Recipient understands and agrees it must maintain a conflict of interest policy consistent with Code of Virginia 52.2-3100 et seq. and that such conflict of interest policy is applicable to each activity funded under this award. Recipient and subrecipients must disclose in writing to the OAA, any potential conflict of interest affecting the awarded funds.

8. Compliance with Applicable Law and Regulations

a. Anti-Discrimination

By submitting their proposals, recipients certify to OAA that they will conform to the provisions of the Federal Civil Rights Act of 1964, as amended, as well as the Virginia Fair Employment Contracting Act of 1975, as amended, where applicable, the Virginians With Disabilities Act, the Americans with Disabilities Act and § 2.2-4311 of the Virginia Public Procurement Act. If the award is made to a faith-based organization, the organization shall not discriminate against any recipient of goods, services, or disbursements made pursuant to the contract on the basis of the recipient's religion, religious belief, refusal to participate in a religious practice, or on the basis of race, age, color, gender or national origin and shall be subject to the same rules as other organizations that contract with public bodies to account for the use of the funds provided; however, if the faith-based organization segregates public funds into separate accounts, only the accounts and programs funded with public funds shall be subject to audit by the public body. (Code of Virginia, 52.2-4343.1 (E)).

In every contract over \$10,000 the provisions in i. and ii. below apply:

- i. During the performance of this award, the recipient agrees as follows:

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1. The recipient will not discriminate against any employee or applicant for employment because of race, religion, color, sex, national origin, age, or disability or any other basis prohibited by state law relating to discrimination in employment, except where there is a bona fide occupational qualification reasonably necessary to the normal operation of the recipient., The recipient agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause.
 2. The recipient, in all solicitations or advertisements for employees placed by or on behalf of the recipient, will state that such recipient is an equal opportunity employer.
 3. Notices, advertisements and solicitations placed in accordance with federal law, rule or regulation shall be deemed sufficient for the purpose of meeting these requirements.
 4. The requirements of these provisions i. and ii. are a material part of the award. If the recipient violates one of these provisions, the OAA may terminate the affected part of this award for breach, or at its option, the whole award.
 5. In accordance with Executive Order 61 (2017), a prohibition on discrimination by the recipient, in its employment practices, subcontracting practices, and delivery of goods or services, on the basis of race, sex, color, national origin, religion, sexual orientation, gender identity, age, political affiliation, disability, or veteran status, is hereby incorporated in this award.
- ii. The recipient will include the provisions of i. above in every subcontract or purchase order over \$10,000, so that the provisions will be binding upon each subcontractor or vendor.
- b. Contractor/Subcontractor Participation in E-Verify
- In compliance with Code of Virginia 52.2-4308.2, registration and use of federal employment eligibility verification program is required as set forth below:
- i. For purposes of this section, "E-Verify program" means the electronic verification of work authorization program of the Illegal Immigration Reform and Immigrant Responsibility Act of 1996 (P.L. 104-208), Division C, Title IV, S 403(a), as amended, operated by the U.S. Department of Homeland Security, or a successor work authorization program designated by the U.S. Department of Homeland Security or other federal agency authorized to verify the work authorization status of newly hired employees under the Immigration Reform and Control Act of 1986 (P.L. 99-603).
 - ii. Any employer with more than an average of 50 employees for the previous 12 months entering into a contract in excess of \$50,000 with any agency of the Commonwealth to perform work or provide services pursuant to such contract shall register and

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participate in the E-Verify program to verify information and work authorization of its newly hired employees performing work pursuant to such public contract.

- iii. Any such employer who fails to comply with the provisions of subsection B shall be debarred from contracting with any agency of the Commonwealth for a period up to one year. Such debarment shall cease upon the employer's registration and participation in the E-Verify program.

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c. Ethics in Public Contracting

By submitting their proposals, recipients certify that their proposals are made without collusion or fraud and that they have not offered or received any kickbacks or inducements from any other recipient, supplier, manufacturer or subcontractor in connection with their proposal, and that they have not conferred on any public employee having official responsibility for this proposal any payment, loan, subscription, advance, deposit of money, services or anything of more than nominal value, present or promised, unless consideration of substantially equal or greater value was exchanged.

d. Immigration Reform and Control Act of 1986

By submitting their proposals, recipients certify that they do not and will not during their performance of this award employ an unauthorized alien as defined in the Federal Immigration Reform and Control Act of 1986.

e. Debarment Status

By submitting their proposals, recipients certify that they will not contract with organizations currently debarred by the Commonwealth of Virginia from submitting proposals on contracts for the type of goods and/or services covered by this award, nor are they an agent of any person or entity that is currently so debarred

9. Remedial Actions

In the event of recipient's noncompliance with these terms and conditions, other applicable laws, regulations, and/or settlements, OAA may impose additional conditions on the receipt of a subsequent tranche of future award funds, if any, or take other available remedies.

10. False Statements

Recipient understands that making false statements or claims in connection with this award is a violation of Code of Virginia §18.2-498.4 and may result in criminal, civil, or administrative sanctions, including fines, imprisonment, civil damages and penalties, debarment from participating in state awards or contracts, and/ or any other remedy available by law.

11. Debts Owed the Opioid Abatement Fund

- a. Any funds paid to recipient (1) in excess of the amount to which recipient is finally determined to be authorized to retain under the terms of this award; or (2) that are determined by the OAA to have been misused; and have not been repaid by recipient shall constitute a debt to the Opioid Abatement Fund.

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- b. Any debts determined to be owed the Opioid Abatement Fund must be paid promptly by the recipient. A debt is delinquent if it has not been paid by the date specified in OAA's initial written determination for payment, unless other satisfactory arrangements have been made. The OAA will take any actions available to it to collect such a debt.

12. Disclaimer

- a. The Commonwealth of Virginia expressly disclaims any and all responsibility or liability to recipient or third persons for the actions of recipient or third persons resulting in death, bodily injury, property damages, or any other losses resulting in any way from the performance of this award or any other

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losses resulting in any way from the performance of this award or any contract, or subcontract under this award.

- b. The acceptance of this award by the recipient does not in any way establish an agency relationship between the Commonwealth and the recipient.

13. Protections for Whistleblowers

- a. Recipients shall comply with Chapter 30.1 The Fraud and Abuse Whistleblower Protection Act (Code of Virginia 52.2-3009 et seq.)
- b. No governmental agency may threaten or otherwise discriminate or retaliate against a citizen whistle blower because the whistle blower is requested or subpoenaed by an appropriate authority to participate in an investigation, hearing, or inquiry by an appropriate authority or in a court action
- c. No employer may discharge, threaten, or otherwise discriminate or retaliate against a whistle blower whether acting on his own or through a person acting on his behalf or under his direction.
- d. No employer may discharge, threaten, or otherwise discriminate or retaliate against a whistle blower, in whole or in part, because the whistle blower is requested or subpoenaed by an appropriate authority to participate in an investigation, hearing, or inquiry by an appropriate authority or in a court action
- e. An employer shall post notices and use other appropriate means to notify employees and keep them informed of the protection and obligations set forth in the provisions of Chapter 30.1.

14. Requirement to report potentially duplicative funding

If the recipient currently has other active awards, or if the recipient receives any other award of during the period of performance for this award, the recipient promptly must determine whether funds from any of those other awards have been, are being, or are to be used (in whole or in part) for one or more of the identical cost items for which funds are provided under this award. If so, the recipient must promptly notify OAA in writing of the potential duplication, and, if so requested by OAA, must seek a budget-modification or change-of-project-scope to eliminate any inappropriate duplication of funding.

15. Additional monitoring requirements

The recipient understands that it may be subject to additional financial and programmatic on-site monitoring, which may be on short notice, and agrees that it will cooperate with any such monitoring in accordance with Code of Virginia 52.2-2370 (A) (5).

16. Travel policy

Recipients may follow their own established travel rates if they have an established travel policy. The OAA reserves the right to determine the reasonableness of an organization's travel policy. If the recipient does not have an established policy, then they must adhere to state travel policy. Refer to the following

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IRS website for the most current mileage rate: <https://www.irs.gov/tax-professionals/standard-mileage-rates>. Transportation costs for air and rail must be at coach rates.

17. Award Amendments

Once a proposal has been approved by the OAA, amendments will be handled as follows:

- a. At all times regardless of any amendment the cooperative partnership must remain in compliance with the OAA's terms and conditions.
- b. A cooperative partnership may initiate line-item budget transfers within a project without seeking approval from the OAA.
- c. If a cooperative partnership needs to amend their Planning Grant Award, the fiscal agent should request the amendment in writing to the OAA. The OAA will consider Planning Grant amendments on a case-by-case basis.

18. Delegation of responsibility

Any delegation of responsibility for carrying out grant-funded activities to any entity must be pursuant to a written memorandum of understanding or contract by which the implementing organization agrees to comply with all applicable grant terms, conditions, and assurances. Any such delegation notwithstanding, the applicant acknowledges by its acceptance of the award its ultimate responsibility for compliance with all terms, conditions, and assurances of the grant award.

19. Performance and obligation periods

Planning Grant awards to cooperative partnerships shall have a performance period of 24 months. Grant funds, including any monetary match, may be expended and/or obligated during the grant award period of performance. Recipients may only charge to the award allowable costs incurred during this grant award period. Recipients shall have up to 30 days from the end of the performance period to liquidate any unpaid obligations.

20. Limitation on the use of funds

The recipient agrees that grant funds will be used only for the purposes described in the recipient's application, unless OAA determines that any of these activities are out of scope or unallowable. The recipient must not undertake any work or activities that are not described in the recipient's application, award documents, or approved budget, and must not use staff, equipment, or other goods or services paid for with grant funds for such work or activities, without prior written approval, from OAA.

21. Procurement

Recipients are responsible for ensuring that any procurement using OAA funds, or payments under procurement contracts using such funds are consistent with the procurement standards set forth in the Virginia Public Procurement Act Code of Virginia §2.2-4300 et seq. as well as any procurement policies and procedures established by the applicant.

REPORTING REQUIREMENTS AND PROJECTED DUE DATES

Virginia Opioid Abatement Authority
701 East Franklin Street, Suite 803
Richmond, Virginia 23219

Opioid Abatement Authority
Planning Grant Awards to
Cooperative Partnerships Involving
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Reporting Requirements

By accepting the accompanying grant award, the recipient is agreeing to submit the report and plan generated by the Planning Grant as well as all financial expenditures to close out the grant.

To submit report and reporting requests, email to info@voaa.us

- **FINANCIAL REPORTS**— Financial reports are due by 45 days after the end of the performance period. If the due date falls on a weekend or non-business day, the report is due on the next business day. For financial reporting questions, email info@voaa.us.
- **REPORT AND PLAN** —Any reports and/or plans generated by this grant are due 45 days after the end of the performance period.
- **BUDGET AMENDMENTS** - If a cooperative partnership needs to request an amendment, those requests must be in writing and will be considered on a case-by-case basis.
- **GRANT CLOSEOUT:** The recipient has up to 30 days from the end of the performance period to liquidate any unpaid obligations and 45 days from the end of the performance period to submit the final report. The liquidation period exists to allow projects time to receive final invoices and make final payments — no new obligations may be incurred during this period. Closeout questions should be directed to info@voaa.us.

Reporting may be shifted to an online software platform during a funding cycle.