

INTRODUCED: February 9, 2026

AN ORDINANCE No. 2026-038

To authorize the Chief Administrative Officer, for and on behalf of the City of Richmond, to accept funds in the amount of \$100,000.00 from the Virginia Opioid Abatement Authority, and to amend the Fiscal Year 2025-2026 Special Fund Budget by creating a new special fund for the Department of Neighborhood and Community Services entitled “OAA Mini Grants Special Fund” and appropriating the increase to the Department of Neighborhood and Community Services’ “OAA Mini Grants Special Fund” by \$100,000.00 for the purpose of providing grants to community partners to combat the opioid crisis.

Patron – Mayor Avula

Approved as to form and legality
by the City Attorney

PUBLIC HEARING: FEB 23 2026 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 hereby authorized to accept funds in the amount of \$100,000.00 from the Virginia Opioid Abatement Authority for the purpose of providing grants to community partners to combat the opioid crisis.

§ 2. That Article I, Section 2 of Ordinance No. 2025-057, adopted May 12, 2025, which adopted a Special Fund Budget for the fiscal year commencing July 1, 2025, and ending June 30,

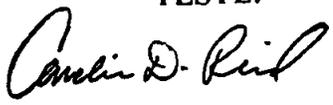
AYES: 9 NOES: 0 ABSTAIN: _____

ADOPTED: FEB 23 2026 REJECTED: _____ STRICKEN: _____

2026, and made appropriations pursuant thereto, be and is hereby amended by creating a new special fund for the Department of Neighborhood and Community Services entitled “OAA Mini Grants Special Fund” for the purpose of providing grants to community partners to combat the opioid crisis.

§ 3. That the funds received from the Virginia Opioid Abatement Authority are hereby appropriated to the Special Fund Budget for the fiscal year commencing July 1, 2025, and ending June 30, 2026, by increasing estimated revenues by \$100,000.00, increasing the amount appropriated for expenditures by \$100,000.00, and allotting to the Department of Neighborhood and Community Services’ “OAA Mini Grants Special Fund” the sum of \$100,000.00 for the purpose of providing grants to community partners to combat the opioid crisis.

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

A TRUE COPY:
TESTE:

Carolin D. Reed
City Clerk



City of Richmond

Intracity Correspondence

O&R Transmittal

DATE: January 13, 2026

TO: The Honorable Members of City Council

THROUGH: The Honorable Danny Avula, Mayor

THROUGH: Odie Donald II, Chief Administrative Officer

THROUGH: Tanikia Jackson, DCAO for Finance and Administration

THROUGH: Letitia Shelton, Director of Finance

THROUGH: Meghan Brown, Director of Budget and Strategic Planning

THROUGH: Amy Popovich, DCAO for Human Services

FROM: Jason Alley, Policy Advisor

RE: To authorize the Chief Administrative Officer, for and on behalf of the City of Richmond, to accept funds in the amount of \$100,000.00 from the Virginia Opioid Abatement Authority for the purpose of funding mini grants to community partners.

ORD. OR RES. No.

PURPOSE: To authorize the Chief Administrative Officer, for and on behalf of the City of Richmond, to accept funds in the amount of \$100,000.00 from the Virginia Opioid Abatement Authority, and to amend the Fiscal Year 2025-2026 Special Fund Budget by creating a new special fund for the Department of Neighborhood and Community Services entitled “OAA Mini Grants Special Fund” and appropriating the increase to the Department of Neighborhood and Community Services’ “OAA Mini Grants Special Fund” by \$100,000.00 for the purpose of providing grants to community partners to combat the opioid crisis.

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 Virginia Opioid Abatement Authority has an annual application cycle for Virginia localities to propose projects to draw down funds from their allotted individual funds. On July 2nd, 2025, the City of Richmond was notified by the Virginia Opioid Abatement Authority that the City's application for \$100,000.00 to fund mini grants to community partners was approved for fiscal year 2026. An award of \$100,000.00 has been granted to the City of Richmond to fund mini grants to community partners, not to exceed \$20,000.00 per grant.

COMMUNITY ENGAGEMENT: Opioid abatement and remediation strategies utilized by the City of Richmond have and continue to be informed by significant stakeholder engagement and developed with direct input and support from external agencies and subject matter experts, including the Richmond Opioid Task Force.

STRATEGIC INITIATIVES AND OTHER GOVERNMENTAL: RES. 2022-R013 declaring opioid drug overdose deaths as a public health crisis in the City of Richmond; Richmond Opioid Task Force

FISCAL IMPACT: The funds used for this project are from the Virginia Opioid Abatement Authority. There is no city match requirement.

DESIRED EFFECTIVE DATE: Upon adoption

REQUESTED INTRODUCTION DATE: February 9, 2026

CITY COUNCIL PUBLIC HEARING DATE: February 23, 2026

REQUESTED AGENDA: Consent agenda

RECOMMENDED COUNCIL COMMITTEE: Finance and Economic Development

AFFECTED AGENCIES: Budget and Strategic Planning, Finance, Neighborhood and Community Services

RELATIONSHIP TO EXISTING ORD. OR RES.: Res. No. 2018-R094; Ord. No. 2021-234; Res. No. 2021-R078; Resolution 2022-R013; Res. No. 2023-R010; Ord. No. 2024-099

ATTACHMENTS: Virginia Opioid Abatement Authority Initial Application, Grant Agreement

STAFF: Anna Jones, Opioid Response Strategist, 804-987-9160, anna.jones@rva.gov

Jason Alley, Policy Advisor, 804-401-5863, jason.alley@rva.gov



Individual City/County Grant

Instructions:

The Virginia Opioid Abatement Authority's (OAA's) Individual Distribution and "Gold Standard" Incentive grant awards for cities and counties come from the Opioid Abatement Fund. The contents of this application are for cities and counties applying for awards for NEW Individual Distribution and "Gold Standard" Incentive projects from the OAA in compliance with the national settlement agreements, Commonwealth's memorandum of understanding (MOU), and Code of Virginia.

OAA awards to cities and counties have a performance period of one year. Reporting is on an annual basis and is due on September 1 following the close of the performance period. Recipients must submit yearly requests to renew and/or make any amendments to the next fiscal year's funding.

Below is a list of items to consider that will be necessary to complete the application. Additional guidance, [terms and conditions](#) for the awards, and [resources](#) can be found on OAA's website.

- Direct Distribution Information (amounts received, used for non-OAA projects, held in reserve)
- Project budget (including matching funds, requesting funds, and expenditures)
- Project objectives and projected start and completion dates
- Project performance measures (a list to performance measures can be found here)
- Contract(s)/MOU(s) with partners/contractors/subrecipients (or drafts or scopes of work)
- Supporting evidence-based documentation/web link
- Supporting evidence-informed documentation/web link
- Supporting documentation if project has received any awards or recognition
- Optional: Gold Standard Incentive application
 - If the city/county has already opted into the Gold Standard, no further action is required.
 - This can also be completed separately by going to the Grants Management section of the OAA Grants Management Portal and selecting Gold Standard Grant
- Optional: Any letters of support, articles, or other items that may assist the OAA Grants Committee in making an award decision for this project.

For any applications the OAA determines do not meet the established requirements, the OAA will assist the applicant to revise the application to facilitate compliance. For any Individual Distribution applications where the OAA Grants Committee recommends denial, the applicant will have the opportunity to present an appeal to the OAA Board of Directors before the final decision is made.



**OPIOID ABATEMENT AUTHORITY
GRANTS MANAGEMENT**

Application Name
Richmond City-2026-IDIC-New-000217

Contact Information:

Name of City or County
Richmond City

City/County
City

Address Information

Physical Address
900 E. Broad Street Richmond Virginia 23219 U.S.A

Mailing Address
900 E. Broad Street Richmond Virginia 23219 U.S.A

Contact Person for this Application

Contact Person Name
Michael Nicholas Fatula

Job Title
Policy advisor for opioid response
coordination

Office Phone
(804) 944-7291

Cell Phone
-

Suffix
-

Email
michael.fatula@rva.gov



Distribution Information:

Direct Distribution Information

Fiscal Year	Received Amount	Expended towards OAA Projects	Expended towards Non-OAA Projects	Amounts Held in Reserve
2022	\$171,803.00	\$0.00	\$0.00	\$171,803.00
2023	\$1,199,815.38	\$0.00	\$0.00	\$1,199,815.38
2024	\$1,048,535.65	\$0.00	\$583,184.27	\$465,351.38
2025	\$423,343.51	\$0.00	\$0.00	\$423,343.51
Total	\$2,843,497.54	\$0.00	\$583,184.27	\$2,260,313.27

Direct Distribution -Non OAA Project(s) Overview

Name of Project	Amount Allocated/Spent	Starting Date	Ending Date	Brief Description of Project	Does this project continue into the next year?
Richmond Opioid Task Force support	\$734.47	7/1/2024	7/1/2025	This expense provides support for requirements of hosting the Richmond Opioid Task Force.	<input checked="" type="checkbox"/>
Prevention and education campaign	\$8,263.84	7/1/2024	7/1/2028	Funding to host International Overdose Awareness Day event - event was community resource and prevention focused and refrigerator magnets with community SUD resources printed.	<input type="checkbox"/>
Naloxone projects	\$2,152.98	1/7/2024	7/1/2025	Funding naloxone projects within the City of Richmond: Costs include: fifty two-dose kits of Naloxone purchased from Amazon revive training mannequin, naloxone AED co-locator kits, and naloxone training aids	<input type="checkbox"/>
Richmond City Justice Center (jail) MAT Pilot Program	\$300,000.00	1/13/2025	1/13/2026	Funds a MAT pilot program at the Richmond City Justice Center (Richmond City Jail).	<input checked="" type="checkbox"/>
				This funds two full	

Policy Advisors for Opioid Response Coordination	\$272,032.98	4/22/2024	7/1/2026	full time Policy Advisors for Opioid Response Coordination from April 22, 2024 until present.	<input checked="" type="checkbox"/>
Total	\$583,184.27				

Does the city or county intend to reserve any portion of its direct distributions from FY2023, FY2024, and/or FY2025 for future year abatement efforts?

Yes No

If yes, the city or county must (1) ensure those future projects meet the terms of the settlement(s), (2) separately account for the direct distribution, the OAA distribution, and the reserved amount (3) publicly publish the projected financial strategy for this reserve fund, and (4) If the city or county is participating in the OAA's "Gold Standard" Incentive program, the reserved funds may only be used in accordance with the "Gold Standard" as described in the OAA's Incentive Policy. Utilize the space below to describe the methodology for the reserve and how this will be publicly posted.

The City of Richmond plans to continue to fund the Richmond City Justice Center's MAT pilot program for at least the next three fiscal years. Additionally the City will continue to fund both full time Policy Advisors for Opioid Response Coordination. The City plans to provide funding to CARITAS for two separate projects – a PRS training program and co-occurring disorder Behavioral Health Program that will be financially sustained within three years. Finally, for the upcoming two fiscal years, direct distribution funds will be utilized to support a comprehensive SUD program at Health Brigade in Richmond. All projects are made public through the City's legislation website as well as through City Council meetings agendas and recorded sessions. The City of Richmond's Opioid Response Coordination tab under the Office of Human Services provides updates on past, current, and future opioid abatement and remediation projects.



Gold Standard:

Does the city or county intend to apply for the OAA's city or county "Gold Standard" Incentive program?

Yes No



Project Proposal:

Contact Information

Name of City or County

Richmond City

Project Name

Sub-awards to nonprofits based on highest need identified by data

Contact Person for this Application

Contact Person Name	Job Title	Office Phone
Michael Nicholas Fatula	Policy advisor for opioid response coordination	(804) 944-7291
Cell Phone	Suffix	Email
-	-	michael.fatula@rva.gov

Which of the following criteria does the project meet?

- A new effort for the agency.
- A proposed supplement or enhancement to a project or effort that is already in place.
- A combination of enhancing an existing project/effort with new components.

Provide a brief narrative description of the proposed project.

The City of Richmond seeks to award grants of \$5,000 to \$25,000 for the purpose of funding projects centered around supporting treatment and prevention initiatives for opioid use disorder and co-occurring mental health disorders. The City proposes, that if awarded this opportunity, to notify the greater Richmond community of an opportunity to apply for funding, with special consideration given to applications that emphasize equitable access to treatment, racial disparities in opioid use disorder and co-occurring mental health care, prevention and treatment programs for high-risk populations, and integrated substance use and mental health services within the City of Richmond. The City of Richmond proposes additional consideration to the following activities: equitable access to treatment, racial disparities in opioid use disorder and mental health care, prevention and treatment programs for high risk populations, and integrated substance use and mental health services. In addition to project relevance, feasibility, and potential impact, emphasis will be placed on the following evaluation priorities: collaborative efforts and partnerships among diverse stakeholders; equity and community-centered approaches that prioritize the unique needs of the City of Richmond, based on current (or recent data) and subject matter expertise by those closest to the unique challenges and impact of the crisis; and long term impact where consideration will be given to application proposals that demonstrate a clear vision for ongoing impact and scalability beyond the funding period and an ability to contribute to the long-term resilience of the City of Richmond. By partnering with eligible nonprofit stakeholders in the City of Richmond, each with a unique perspective on the opioid crisis in the City of Richmond, the City intends to decrease fatal overdoses and improve the lives of those living with opioid use disorder through treatment, prevention, and recovery services.

What is the total cost of the proposed project?

\$100,000.00

Amount of Individual Distribution Funds requested for the proposed project.

\$100,000.00

Amount of "Gold Standard Funds" Incentive requested for the proposed project.

\$0.00

Amount of any matching funds pledged toward the project:

Fund Source	Amount
Direct Distribution	\$0.00

What is the strategy for long-term sustainability once OAA funds are reduced or no longer available?

The City's Opioid Response Team intends to request approximately \$100,000 of the City's individual distribution annually for the next five years. There are no projected decrease in OAA funds noted during the next five years. However, the City will continue to utilize these funds until they are no longer available.

How was the need determined and how does that need relate to abatement?

The City of Richmond's Opioid Response Team leads the Richmond Opioid Task Force, a monthly collaboration of stakeholders from federal, state, local government, nonprofits, hospital systems, addiction medicine, schools, and various agencies to identify needs and address the opioid epidemic in the City of Richmond. The goals of the task force are to align substance use disorder services and funding across agencies that improve outcomes, collaborate across agencies to deepen relationships and share best practices, and share data and evidence based practices to reduce overdose deaths and improve the lives of those with OUD in the City of Richmond. Through feedback received from monthly ROTF meetings and stakeholders that make up the participants of the ROTF, there has been a vocal need for the City to provide funding opportunities for opioid abatement and remediation. The intent of this funding request is that the applicants focus on data identifying those at highest risk for opioid overdose and OUD. In future years, this may change based on trends in data.

Briefly describe the organization(s), including any sub-recipients or contractors (if known) that will be involved in this project. Attach any contracts and/or memoranda of understanding/agreement. If not fully executed, a draft or a narrative describing the scope of services may suffice.

Name of Organization	Amount of Funding	Status	Description of Role	Entity Type
Nonprofits TBD	\$100,000.00	Addition	Eligible nonprofits to be selected following a request for funding	Non-Profit

Describe any specific group(s) of individuals this project is designed to reach, and how many individuals are expected to participate each year.

The project is designed to reach and serve up to 250 individuals who are at immediate risk of overdose or experiencing OUD and who have experienced or are experiencing disparity in accessing resources for OUD and/or co-occurring mental health conditions.

Does this project have components other than opioid-related abatement as defined?

No, it is 100% related to opioid treatment. Yes, there are other substances involved.

Provide a budget narrative for the funding strategy of this project

The City of Richmond is requesting \$100,000 to sub grant across multiple community partners, nonprofits, or agencies that submit applications to the City of Richmond for this purpose. The City's Opioid Response Team intends to make sub grants between \$5,000 and \$25,000. Project budgets of selected sub grantees can be provided to the Virginia OAA after grantees have been chosen.

Budget - Personnel Expenditures:

New Salaried Staff

Position Type/Description	FY 2026				FY 2027				FY 2028				FY 2029				FY 2030			
	# of FTEs	Salary	Benefits	Total	# of FTEs	Salary	Benefits	Total	# of FTEs	Salary	Benefits	Total	# of FTEs	Salary	Benefits	Total	# of FTEs	Salary	Benefits	Total
Total Salaried Staff	0	N/A	N/A	\$0.00																

New Hourly/Wage/Part-Time Staff

Position Type/Description	FY 2026				FY 2027				FY 2028				FY 2029				FY 2030			
	# of FTEs	Salary	Benefits	Total	# of FTEs	Salary	Benefits	Total	# of FTEs	Salary	Benefits	Total	# of FTEs	Salary	Benefits	Total	# of FTEs	Salary	Benefits	Total
Total Wage/Part-Time Staff	0	N/A	N/A	\$0.00																

Grand Total

	FY 2026		FY 2027		FY 2028		FY 2029		FY 2030	
	# of Staff	Grand Total								
Grand Total	0	\$0.00	0	\$0.00	0	\$0.00	0	\$0.00	0	\$0.00

Budget - Operating and Capital Expenditures:

New Operating Expenses

Item Description	FY 2026			FY 2027			FY 2028			FY 2029			FY 2030		
	# of Units	Cost per Unit	Total	# of Units	Cost per Unit	Total	# of Units	Cost per Unit	Total	# of Units	Cost per Unit	Total	# of Units	Cost per Unit	Total
Sub grants to multiple eligible applicants	1	\$100,000.00	\$100,000.00	0	\$0.00	\$0.00	0	\$0.00	\$0.00	0	\$0.00	\$0.00	0	\$0.00	\$0.00
Total Operating Expenses	1	N/A	\$100,000.00	0	N/A	\$0.00									

New Capital Expenses

Item Description	FY 2026			FY 2027			FY 2028			FY 2029			FY 2030		
	# of Units	Cost per Unit	Total	# of Units	Cost per Unit	Total	# of Units	Cost per Unit	Total	# of Units	Cost per Unit	Total	# of Units	Cost per Unit	Total
Total Capital Expenses	0	N/A	\$0.00												

Grand Total

	FY 2026		FY 2027		FY 2028		FY 2029		FY 2030	
	# of Units	Grand Total	# of Units	Grand Total	# of Units	Grand Total	# of Units	Grand Total	# of Units	Grand Total
Grand Total	1	\$100,000.00	0	\$0.00	0	\$0.00	0	\$0.00	0	\$0.00

Budget Overview:

Non-OAA Matching Funds

Non-OAA Matching Funds	FY 2026	FY 2027	FY 2028	FY 2029	FY 2030
	Requested Amount	Proposed Amount	Proposed Amount	Proposed Amount	Proposed Amount
Direct Distribution	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Total Non-OAA Funding Sources	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00

OAA Requested Funding Sources

OAA Requested Funding Sources	FY 2026	FY 2027	FY 2028	FY 2029	FY 2030
	Requested Amount	Proposed Amount	Proposed Amount	Proposed Amount	Proposed Amount
Individual Distribution (IDIC)	\$100,000.00	\$0.00	\$0.00	\$0.00	\$0.00
Gold Standard Distribution	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Total OAA Funding Sources	\$100,000.00	\$0.00	\$0.00	\$0.00	\$0.00

Revenue Grand Total

Revenue Grand Total	FY 2026	FY 2027	FY 2028	FY 2029	FY 2030
	Requested Amount	Proposed Amount	Proposed Amount	Proposed Amount	Proposed Amount
Revenue Grand Total	\$100,000.00	\$0.00	\$0.00	\$0.00	\$0.00

Expenses

Expenses	FY 2026	FY 2027	FY 2028	FY 2029	FY 2030
	Requested Amount	Proposed Amount	Proposed Amount	Proposed Amount	Proposed Amount
Operating (including contracts)	\$100,000.00	\$0.00	\$0.00	\$0.00	\$0.00
Total Expenses	\$100,000.00	\$0.00	\$0.00	\$0.00	\$0.00

Total Requested Amount from the OAA

Total Requested Amount from the OAA	FY 2026	FY 2027	FY 2028	FY 2029	FY 2030
	Requested Amount	Proposed Amount	Proposed Amount	Proposed Amount	Proposed Amount
Total Requested Amount from the OAA	\$100,000.00	\$0.00	\$0.00	\$0.00	\$0.00



Performance Measurement:

Efforts Directed Toward Adults with SUD who are not incarcerated or pregnant/nursing

Position Type/Description	FY 2026	FY 2027	FY 2028	FY 2029	FY 2030
No. of adults connected to therapeutc counseling services	50	0	0	0	0
No. of adults connected to MOUD	75	0	0	0	0
No. of adults connected to professional mental health care	25	0	0	0	0
No. of adults connected to peer supports	25	0	0	0	0
No. of adults connected to housing	15	0	0	0	0

Performance Measures Notes



Objectives:

Objective

Objective	Proposed Start Date	Proposed Completion Date
1. Reduce barriers to access to treatment, particularly for underserved and underrepresented communities.	7/1/2025	7/1/2026
Develop specific educational materials or support groups that acknowledge and address the unique challenges and stigma faced by minority communities.	7/1/2025	7/1/2026
Provide a program that prioritizes individuals at the highest risk of opioid misuse and overdose.	7/1/2025	7/1/2026

Provide any additional information regarding the objectives entered (optional).



Reference Information:

Is your Project Evidence based?

Yes No

Do you have a weblink or do you want to upload a file?

Weblink File Upload

Weblink

<https://library.samhsa.gov/sites/default/files/overdose-prevention-response-kit-pep23-03-00-001.pdf>

Is your Project Evidence Informed?

Yes No

Is your project certified/credentialed by a State or Federal Agency, or other organization?

Yes No

Has your project received any award(s) and/or recognition?

Yes No

Is your project working with an organization with an established record of success?

Yes No

Do you have any additional supporting document?

Yes No

Do you have a weblink or do you want to upload a file?

Weblink File Upload

File Upload

COR.OAA.RFF FY26



Signature:

I swear or affirm that all information contained in and attached to this application is true to the best of my knowledge and that I agree that any awards resulting from this application will follow the OAA's established terms and conditions.

Contact Person for this Application

Contact Person Name	Job Title	Office Phone
Jason Alley	Policy Advisor: Opioid Response, Community Outreach and Engagement	(804) 401-5863
Cell Phone	Suffix	Email
-	-	jason.alley@rva.gov



VIRGINIA OPIOID ABATEMENT AUTHORITY GRANT AWARD TERMS AND CONDITIONS FOR INDIVIDUAL DISTRIBUTIONS TO CITIES AND COUNTIES

701 East Franklin Street, Suite 803, Richmond, Virginia 23219 | 804-500-1810 | info@voaa.us | www.voaa.us

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 associated with 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 sub-recipients, 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 the project.
- c. Direct Costs
 - 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



Grant Award Terms and Conditions for Individual Distributions to Cities and Counties

1. An example of indirect costs would be allocating a percentage of time of an existing (fully funded) procurement officer to issue a request for proposals (RFP) for this project.
 2. Including costs for something that is funded and already exists is considered indirect costs and supplanting, both of which are not allowed.
- d. Administrative costs that are new to the recipient for the purposes of government oversight and management of an abatement program to include managing and monitoring of expenses, collecting data, and making reports are considered allowable direct costs.
- i. New costs are defined as hiring an employee or contractor or increasing the hours of an employee or contractor to meet the oversight and management needs.
 - ii. Utilizing abatement funds for a current employee's costs is considered supplanting and not allowed per *Code of Virginia §2.2-2370*.
- e. Utilizing abatement funds for a current employee's costs is considered supplanting and not allowed per *Code of Virginia §2.2-2370*.
- f. Cities and counties have the option of creating a reserve fund that includes some portion of their Direct Distribution to help fund projects in future years when settlement payments are lower. If the city or county elects to implement this option, they will:
- i. Ensure those future projects meet the terms of the settlement(s)
 - ii. Separately account for the Direct Distribution, the Individual Distribution, the "Gold Standard" incentive (if applicable) and the reserved amount
 - iii. Publicly publish the projected financial strategy for this reserve fund
 - iv. If the city/county is participating in the OAA's "Gold Standard" Incentive program, the reserved funds may only be used in accordance with the "Gold Standard" as described in the [Incentive Policy](#).

3. Period of Performance

There will be an annual grant process that governs the award of the Individual Distribution to cities and counties on a rolling two-year basis (current and upcoming fiscal year).

- a. Between January 19, 2023, and May 5, 2023, the OAA will accept grant applications from cities and counties for distribution requests for FY2023 and FY2024.
- b. Subsequently, between approximately October 1 and April 1 of each year, the OAA will accept grant applications from cities and counties for Individual Distributions that amend the current fiscal year and request the next fiscal year's distribution.
- c. Reporting will be on a yearly basis.
- d. Beginning in FY2025, the OAA will require cities and counties to repay any unencumbered balances to the OAA by September 1 of the following fiscal year, unless a carryforward request is submitted meeting the following conditions:
 - i. The carryforward was planned and submitted as part of the approved project budget, or
 - ii. The city or county is making reasonable and measurable progress to implement its project(s) as described in the approved proposal
 1. The dates on the "Objectives" tab of the application in the OAA" Grants Portal will be used to document reasonable and measurable progress.
 - iii. The city or county remains in compliance with the terms and conditions of the OAA.



Grant Award Terms and Conditions for Individual Distributions to Cities and Counties

- e. In accordance with the OAA Board of Directors' *Policy regarding the appropriate disposal of funds that localities fail to utilize following a five-year period*, a city or county that fails to apply for their OAA Individual Distribution share after five years will no longer have access to those allocated funds. After five consecutive application periods the city or county's OAA Individual Distribution share for the initial application period (FY2023) will revert to the Opioid Abatement Fund. For example, a city or county has until April 1, 2028, to submit a proposal for the use of the funding allocated to that city or county for FY2023 and until April 1, 2029, to submit a proposal for the use of the funding allocated to that city or county for FY2024, and so on.
- f. If a city or county grantee is experiencing delays with receiving OAA awarded funds and the approved project is incurring expenses, it is permissible for the city or county to pay those expenses from another funding source and then execute a journal entry in the general ledger to transfer the expenses to the OAA funds when received.
 - i. In these cases, cities and counties must keep detailed and accurate records reconciling the amounts and be able to produce them when requested.

4. Reporting

The recipient agrees to comply with any reporting obligations established by the OAA for this award. By accepting the award, the recipient agrees to submit a yearly financial and performance report throughout the grant period, as well as final reports to close the grant. No current awards will be considered for renewal if the recipient is not in compliance with the OAA's requirements at the time of renewal. For good cause, submitted in writing by the recipient, OAA may waive this provision. For all reporting questions and to submit reports, email to info@voaa.us.

- a. Reporting will include financial expenditures as well as programmatic performance measures on a yearly basis. Reporting frequency may increase in future awards.
 - i. Financial reports are due by September 1st of each year for the preceding fiscal year. Reports are due even if no expenditures occurred during the year. If the due date falls on a weekend or non-business day, the report is due on the next business day.
 - 1. Financial reporting is on a cash basis.
 - ii. Performance reports that include the performance measures agreed upon in the award are due by September 1st of each year for the preceding fiscal year. This report will also include a narrative of the progress the program has made during the period.
- b. Each year during the application period, the recipient will have the opportunity to amend the current fiscal year's funding and request the next fiscal year's funding. If a city or county needs to request an off-cycle amendment, those requests will be handled on a case-by-case basis.
- c. The recipient will also include reporting on expenditures and programmatic performance measures for spending related to the recipient's Direct Distribution of the settlement in accordance with *Code of Virginia §2.2-2370 (A) (5)*
- d. The recipient has up to 90 days from the end of the award period to liquidate any unpaid obligations and submit a final report. The end of the award period occurs when funding is no longer available or the recipient elects to sunset the project. The liquidation period allows projects time to receive final invoices and make final payments. No new obligations may be incurred during this period.
- e. The method for reporting may change during a grant cycle and include 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 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.



Grant Award Terms and Conditions for Individual Distributions to 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.
 6. 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.
- 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.

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.



Grant Award Terms and Conditions for Individual Distributions to Cities and Counties

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 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.
- c. In no way does entering this MOU waive any defenses the agency may have as provided by law or otherwise against third-party claims.

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 whistleblower 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



Grant Award Terms and Conditions for Individual Distributions to Cities and Counties

- 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.gsa.gov/travel#tab--pov-mileage>. 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 city or county must remain in compliance with the OAA's terms and conditions.
- b. A city or county must obtain approval from the OAA for any budget changes.
 - i. If the budget change is within the current fiscal year, within the approved scope, and amongst the approved expenditure categories (personnel, operating, capital), OAA staff may provide approval of the change.
 - ii. If the budget change is outside the current fiscal year, not within the approved scope, and/or not within the approved expenditure categories (personnel, operating, capital), then an amendment needs to be completed and reviewed and approved by the Grants Committee.
- c. If a city or county would like to propose a new project, it has two options:
 - i. Submit the new proposed project as part of the annual grant cycle; or
 - ii. Request special consideration outside the normal grant cycle on forms approved by the OAA.



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

OAA awards to cities and counties shall have a performance period of two years (the current and following fiscal years). Recipients must submit yearly requests that amend the current year (if necessary) and apply for the next fiscal year's funding. Carryforward of funds from FY2023 to FY2024 and FY2024 to FY2025 will be automatic. In subsequent years, carryforward requests will need approval from the OAA, or remaining balances will be repaid to the OAA. Reporting will be on a yearly basis, due September 1, of each year on forms prescribed by the OAA. Grant funds, including state and city or county 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.

- a. Any approved expenditure items that require a pre-payment that crosses fiscal years should be pre-paid no more than 90 days in advance and/or the item received by September 30th of the subsequent fiscal year. OAA staff may grant an extension of this time period (within the subsequent fiscal year) if extenuating circumstances are demonstrated by the city or county. Any other extensions must be approved by the Grants Committee.
- b. If a final carryforward amount for a city or county project is a de minimis (in context of the total project cost) difference from the amount approved by the Grants Committee and the usage in the subsequent fiscal year is within the approved scope and budget line items, then these carryforward amounts may be approved by staff. All other cases of carryforward requests will require approval from the Grants Committee.

20. Limitation on the Use of Funds to Approved Activities

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 recipient.



VIRGINIA OPIOID ABATEMENT AUTHORITY

701 E. Franklin St, Ste 803, Richmond, VA 23219 | info@voaa.us | www.voaa.us

July 02, 2025

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Chesapeake City
Council

Richmond City

Jason Alley

Policy Advisor: Opioid Response, Community Outreach and Engagement

900 E. Broad Street

Richmond Virginia 23219

jason.alley@rva.gov

Dear Jason Alley

As Chairman of the Virginia Opioid Abatement Authority (OAA) I am pleased to inform you that Richmond City has been awarded an Individual Distribution and "Gold Standard" Incentive grant in the amount of \$100,000.00 to support its Sub-awards to nonprofits based on highest need identified by data project.

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 Richmond City Sub-awards to nonprofits based on highest need identified by data 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,

A handwritten signature in blue ink, appearing to read "Todd", is placed above the typed name of the Chairman.

Senator Todd Pillion, Chairman

Virginia Opioid Abatement Authority Board of Director



VIRGINIA OPIOID ABATEMENT AUTHORITY

AWARD ACCEPTANCE PACKAGE

701 E. Franklin St, Ste 803, Richmond, VA 23219 | info@voaa.us | www.voaa.us

July 02, 2025

Richmond City
Jason Alley
Policy Advisor: Opioid Response, Community Outreach and Engagement
900 E. Broad Street
Richmond Virginia 23219
jason.alley@rva.gov

RE: Individual Distribution (IDIC) – Sub-awards to nonprofits based on highest need identified by data

This letter confirms that on June 05, 2025, the Virginia Opioid Abatement Authority's (OAA) Grants Committee voted to award \$100,000.00 as an Individual Distribution and "Gold Standard" Incentive grant to Richmond City for fiscal year 2026 for the Sub-awards to nonprofits based on highest need identified by data project. The performance period for fiscal year 2026 is July 1, 2025, through June 30, 2026. The award will be transmitted in a lump sum.

Attached to this Award Acceptance Package are the financial details, contingencies, terms and conditions, the approved performance measures, and a signature page accepting all contents and terms of the award.

An annual report will be due by September 1 following the end of the performance period regarding the performance measures, objectives, and use of the funds.

To accept this award, this package must be signed and returned to the OAA along with any contingency items listed. The OAA will be in touch if any additional information is needed to transmit the award. This grant number is IDIC760401-0A05.

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

Thanks and Regards,

A handwritten signature in black ink, appearing to be "CL", is written over a light blue horizontal line.

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



VIRGINIA OPIOID ABATEMENT AUTHORITY

FINANCIAL DETAILS

701 E. Franklin St, Ste 803, Richmond, VA 23219 | info@voaa.us | www.voaa.us

July 02, 2025

Financial Details

Grant Type	FY 2026
Individual Distribution (IDIC)	\$100,000.00
Gold Standard Distribution	\$0.00
Total	\$100,000.00



VIRGINIA OPIOID ABATEMENT AUTHORITY

CONTINGENCIES AND SIGNATURE

701 E. Franklin St, Ste 803, Richmond, VA 23219 | info@voaa.us | www.voaa.us

July 02, 2025

Contingencies and Signature

On behalf of the Richmond City and as the recipient of this award, I am cognizant of and agree to the terms and conditions as fully set out in the document entitled *Virginia Opioid Abatement Authority Grant Award Terms and Conditions for Individual Distributions to Cities and 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.

Further, Richmond City also understand and acknowledge that the following conditions must be met as part of accepting this award before the OAA will transmit the funds:

- The fiscal agent agrees to provide a list of awarded organizations, projects, evidence-based practices, and amounts once the subawards have been made.

The fiscal agent agrees to provide a detailed listing of expenditures for each subaward as an attachment to this project's annual report.

The fiscal agent acknowledges that it will ensure appropriate staff and/or partners are subscribed and regularly reviewing the contents of OAA's primary form of broad communication for applicants and awardees, the "Virginia Opioid Abatement Authority News Update" newsletter where OAA publishes pertinent information and requirements including dues dates, instructions, guidance, etc. that all applicants and awardees are required to follow.

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.



VIRGINIA OPIOID ABATEMENT AUTHORITY

PERFORMANCE MEASUREMENT

701 E. Franklin St, Ste 803, Richmond, VA 23219 | info@voaa.us | www.voaa.us

July 02, 2025

Performance Measurement

Efforts Directed Toward Adults with SUD who are not incarcerated or pregnant/nursing

Position Type/Description	FY 2026	FY 2027	FY 2028	FY 2029	FY 2030
No. of adults connected to therapeutic counseling services	50	0	0	0	0
No. of adults connected to MOUD	75	0	0	0	0
No. of adults connected to professional mental health care	25	0	0	0	0
No. of adults connected to peer supports	25	0	0	0	0
No. of adults connected to housing	15	0	0	0	0

Performance Measures Notes



VIRGINIA OPIOID ABATEMENT AUTHORITY

TERMS AND CONDITIONS FOR INDIVIDUAL DISTRIBUTIONS TO CITIES AND COUNTIES

701 E. Franklin St, Ste 803, Richmond, VA 23219 | info@voaa.us | www.voaa.us

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 sub-recipients, 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.
- c. Direct Costs
 - 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 time of an existing (fully funded) procurement officer to issue a request for proposals (RFP) for this project.
 2. Including costs for something that is funded and already exists is considered indirect costs and supplanting, both of which are not allowed.
- d. Administrative costs that are new to the recipient for the purposes of government oversight and management of an abatement program to include managing and monitoring of expenses, collecting data, and making reports are considered allowable direct costs.
 - i. New costs are defined as hiring an employee or contractor or increasing the hours of an employee or contractor to meet the oversight and management needs.
 - ii. Utilizing abatement funds for a current employee's costs is considered supplanting and not allowed per *Code of Virginia §2.2-2370*.

- e. Utilizing abatement funds for a current employee's costs is considered supplanting and not allowed per *Code of Virginia §2.2-2370*.
- f. Cities and counties have the option of creating a reserve fund that includes some portion of their direct distribution to help fund projects in future years when settlement payments are lower. If the city or county elects to implement this option, they will:
 - i. Ensure those future projects meet the terms of the settlement(s)
 - ii. Separately account for the direct distribution, the OAA distribution, and the reserved amount
 - iii. Publicly publish the projected financial strategy for this reserve fund
 - iv. If the city or county is participating in the OAA's Incentive program, the reserved funds may only be used in accordance with the "Gold Standard" as described in the [OAA's Incentive Policy](#).

3. Period of Performance

There will be an annual grant process that governs the award of the OAA distribution to cities and counties on a rolling two-year basis (current and upcoming fiscal year).

- a. Between January 19, 2023, and May 5, 2023, the OAA will accept grant applications from cities and counties for distribution requests for FY2023 and FY2024.
- b. Subsequently, between approximately October 1 and April 1 of each year, the OAA will accept grant applications from cities and counties for distributions that amend the current fiscal year and request the next fiscal year's distribution.
- c. Reporting will be on a yearly basis.
- d. Beginning in FY2025, the OAA will require cities and counties to repay any unencumbered balances to the OAA by September 1 of the following fiscal year, unless a carryover request is submitted meeting the following conditions:
 - i. The carry-over was planned and submitted as part of the approved project budget, or
 - ii. The city or county is making reasonable and measurable progress to implement its project(s) as described in the approved proposal
 - 1. The "project timeline" workbook will be used to document reasonable and measurable progress
 - iii. And the city or county remains in compliance with the terms and conditions of the OAA.
- e. After the first two fiscal years (FY2023 & FY2024), if a city or county does not apply for all of its Individual Distribution, or if the application is not approved, the Individual Distribution will remain available for award to the city or county upon the receipt and approval of an application, until the end of the following fiscal year's application period. For example, if a city or county has funding allocated for FY2025, the city or county has until April 1, 2025, to submit a proposal for the use of those funds.

4. Reporting

The recipient agrees to comply with any reporting obligations established by the OAA for this award. By accepting the award, the recipient agrees to submit a yearly financial and performance report throughout the grant period, as well as final reports to close the grant. No current awards will be considered for renewal if the recipient is not in compliance with the OAA's requirements at the time of renewal. For good cause, submitted in writing by the recipient, OAA may waive this provision. For all reporting questions and to submit reports, email to info@voaa.us.

- a. Reporting will include financial expenditures as well as programmatic performance measures on a yearly basis. Reporting frequency may increase in future awards.
 - i. Financial reports are due by September 1st of each year for the preceding fiscal year. Reports are due even if no expenditures occurred during the year. If the due date falls on a weekend or non-business day, the report is due on the next business day.
 - ii. Performance reports that include the performance measures agreed upon in the award are due by September 1st of each year for the preceding fiscal year. This report will also include a narrative of the progress the program has made during the period.
- b. Each year during the application period, the recipient will have the opportunity to amend the current fiscal year's funding and request the next fiscal year's funding. If a city or county needs to request an off-cycle amendment, those requests will be handled on a case-by-case basis.
- c. The recipient will also include reporting on expenditures and programmatic performance measures for spending related to the recipient's direct distribution of the settlement in accordance with *Code of Virginia §2.2-2370 (A) (5)*
- d. The recipient has up to 90 days from the end of the award period to liquidate any unpaid obligations and submit a final report. The end of the award period occurs when funding is no longer available or the recipient elects to sunset the

project. The liquidation period allows projects time to receive final invoices and make final payments. No new obligations may be incurred during this period.

- e. The method for reporting may change during a grant cycle and include 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 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.
 - 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.

6. 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.
 - 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.

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 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 city or county must remain in compliance with the OAA's terms and conditions.
- b. A city or county may appropriate additional revenue that it receives for any approved project. In this event the OAA shall be notified of the change using forms approved by the OAA.
- c. A city or county may reduce its appropriated amount for a project without increasing the appropriation to another approved project. The OAA shall be notified of the change on forms approved by the OAA.
- d. A city or county may initiate line-item budget transfers within a project without approval from the OAA.

- e. A city or county may transfer funds between approved projects as long as the total amount appropriated for all of its OAA-approved projects does not change.
- f. If a city or county would like to propose a new project, it has two options:
 - i. Submit the new proposed project as part of the annual budget cycle; or
 - ii. Request special consideration outside the normal grant cycle on forms approved by the OAA.

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

OAA awards to cities and counties shall have a performance period of two years (the current and following fiscal years). Recipients must submit yearly requests that amend the current year (if necessary) and apply for the next fiscal year's funding. Carryover of funds from FY2023 to FY2024 and FY2024 to FY2025 will be automatic. In subsequent years, carryover requests will need approval from the OAA or remaining balances will be repaid to the OAA. Reporting will be on a yearly basis for this first award cycle, due September 1, 2023, on forms prescribed by the OAA. Grant funds, including state and city or county 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.

20. Limitation on the Use of Funds to Approved Activities

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.