

INTRODUCED: March 10, 2026

AN ORDINANCE No. 2026-053

To authorize the Chief Administrative Officer, for and on behalf of the City of Richmond, to accept funds in the amount of \$30,000.00 from the Virginia Department of Behavioral Health and Developmental Services, to amend the Fiscal Year 2025-2026 Special Fund Budget by creating a new special fund for the Richmond Recovery Court entitled “Virginia State Opioid Response (SOR) Special Fund,” and to appropriate the increase to the Fiscal Year 2025-2026 Special Fund Budget by increasing estimated revenues and the amount appropriated to the Richmond Recovery Court’s “Virginia State Opioid Response (SOR) Special Fund” by \$30,000.00 for the purpose of providing funding to combat the public health crisis caused by escalating opioid misuse, opioid use disorder, and opioid-related overdoses.

\_\_\_\_\_  
Patron – Mayor Avula

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Approved as to form and legality  
by the City Attorney  
\_\_\_\_\_

PUBLIC HEARING: MAR 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 \$30,000.00 from the Virginia Department of Behavioral Health and Developmental Services for the purpose of providing funding to combat the public health crisis caused by escalating opioid misuse, opioid use disorder, and opioid-related overdoses.

AYES: \_\_\_\_\_ NOES: \_\_\_\_\_ ABSTAIN: \_\_\_\_\_

ADOPTED: \_\_\_\_\_ REJECTED: \_\_\_\_\_ STRICKEN: \_\_\_\_\_

§ 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, 2026, and made appropriations pursuant thereto, be and is hereby amended by creating a new special fund for the Richmond Recovery Court entitled “Virginia State Opioid Response (SOR) Special Fund” for the purpose of providing funding to combat the public health crisis caused by escalating opioid misuse, opioid use disorder, and opioid-related overdoses.

§ 3. That the funds received from the Virginia Department of Behavioral Health and Developmental Services 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 \$30,000.00, increasing the amount appropriated for expenditures by \$30,000.00, and allotting to the Richmond Recovery Court’s “Virginia State Opioid Response (SOR) Special Fund” the sum of \$30,000.00 for the purpose of providing funding to combat the public health crisis caused by escalating opioid misuse, opioid use disorder, and opioid-related overdoses.

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

# City of Richmond

## Intracity Correspondence

### O&R Transmittal

**DATE:** October 28, 2025

**EDITION:** 1

**TO:** The Honorable Members of City Council

**THROUGH:** The Honorable Danny Avula, Mayor

**THROUGH:** Odie Donald III, Chief Administrative Officer

**THROUGH:** Tanikia Jackson, Deputy Chief Administrative Officer, Finance & Administration

**THROUGH:** Letitia Shelton, Director of Finance

**THROUGH:** Meghan Brown, Director of Budget & Strategic Planning

**FROM:** Gloria A. Jones, Coordinator of Richmond Recovery Court

**RE:** Acceptance of grant funds from the Virginia Department of Behavioral Health and Developmental Services (DBHDS) in the amount of \$30,000, and to appropriate the funds to the Richmond Recovery Court Special Fund budget for Fiscal Year 2026.

**ORD. OR RES. No.** \_\_\_\_\_

**PURPOSE:** To authorize the Chief Administrative Officer to accept grant funds in the amount of \$30,000.00 from the Virginia Department of Behavioral Health and Developmental Services (DBHDS), to amend the Fiscal Year 2026 Special Fund Budget by increasing estimated revenues and creating a new special fund called the Virginia State Opioid Response (SOR) Special Fund, and to appropriate the increase in the amount of \$30,000 to the Virginia State Opioid Response (SOR) Special Fund for the Richmond Recovery Court for the purpose to address the public health crisis caused by escalating opioid misuse, opioid use disorder (OUD), and opioid-related overdose across the nation.

**BACKGROUND:** The Department of Behavioral Health and Developmental Services (DBHDS) State Opioid Response (SOR) Program. The purpose is to address the public health crisis caused by escalating opioid misuse, opioid use disorder (OUD), and opioid-related overdose across the nation. The agency granted the program additional funding in the amount of \$30,000 to hire two (2) part-time Peer Support Specialists for the RRC participants assigned to the program. Peer

Support Specialists use their lived experience in recovery to provide mentorship, advocacy, and guidance to participants, helping them build resilience and sustain long-term recovery. The Richmond Recovery Court offers a structured, treatment-based alternative to incarceration for individuals with substance use disorders who are involved in the justice system. Through intensive supervision, counseling, and community support, the program promotes accountability, recovery, and successful reintegration into the community.

**COMMUNITY ENGAGEMENT:** N/A

**STRATEGIC INITIATIVES AND OTHER GOVERNMENTAL:**

**FISCAL IMPACT:** The City will receive a total of \$30,000 in grant funds to be appropriated to the 2026 Special Funds Budget for the Richmond Recovery Court. There are no matching funds required for the award.

**DESIRED EFFECTIVE DATE:** Upon Adoption

**REQUESTED INTRODUCTION DATE:** 12/8/2025

**CITY COUNCIL PUBLIC HEARING DATE:** 1/12/2026

**REQUESTED AGENDA:** Consent

**RECOMMENDED COUNCIL COMMITTEE:** Finance Committee

**AFFECTED AGENCIES:** Budget & Strategic Planning, Finance, Richmond Recovery Court (formerly Adult Drug Court)

**RELATIONSHIP TO EXISTING ORD. OR RES.:** Amends the FY2026 Special Fund Ordinance No. 2025-057.

**ATTACHMENTS:** Award Letter

**STAFF:** Gloria A. Jones, Coordinator, Richmond Recovery Court; 646-3756

# 26191 - Richmond Recovery Court - Treatment, SOR 4, Year 2 - 2026

## Contract Details

**Funding Opportunity:** 25802-SOR 4, Year 2 (FFY26) Treatment Services (not for CSBs)  
**Program Area:** Substance Use Services  
**Status:** Approved  
**Contract Number:** 001  
**Contract Template:** FFY 2026 SOR SFA Template  
  
**Contract Title:** SFA 877800209 - Richmond Recovery Court  
**Contract Period:** 09/30/2025 - 09/29/2026  
**Executed Date:**  
**Created By:** Leon Soria  
**Created Date:** Nov 7, 2025 3:55 PM  
**Last Updated By:** Leon Soria  
**Last Updated Date:** Nov 7, 2025 3:55 PM

**APPROVED AS TO FORM**  
  
 Assistant City Attorney

## Document Approval

Level	Approved By	Approved Date	Approval	Comments
1	Betlehem Kurylowski	Nov 10, 2025 12:48 PM	Approved	
2	Megan Nolde	Nov 20, 2025 2:12 PM	Approved	Reviewed and approved.
3	Eric Billings	Nov 21, 2025 12:54 PM	Approved	

## Signatures

Level	Signed By	Signed Date	Status	Typed Name	Typed Date	Comments
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## Contract Text

### Contract Text

**SUBRECIPIENT FUNDING AGREEMENT (SFA)**  
 Subrecipient Funding Agreement Number: 877800209  
*This SFA is not subject to the Virginia Public Procurement Act (VPPA)*

This Subrecipient Funding Agreement, hereinafter referred to as "SFA" is entered into this 01/12/2026, by City of Richmond – Richmond Recovery Court hereinafter called the "Subrecipient" and Commonwealth of Virginia through the Department of Behavioral Health and Developmental Services, hereinafter called the "Pass-Through Agency" or the "DBHDS".

**WITNESSETH** that the Pass-Through Agency and the Subrecipient Agency, in consideration of the mutual covenants, promises and agreements herein contained, agree as follows:

**SCOPE OF SERVICES:** The Subrecipient Agency shall provide the services to the Agencies of the Commonwealth of Virginia as set forth in the SFA.

**PERIOD OF PERFORMANCE:** From 09/30/2025 to 09/29/2026

The Agreement documents shall consist of:

(1) This signed form;

(2) The attached purchasing description, which consists of:

(I) Purpose

(II) Definitions

(III) Scope of Services

(IV) Payment Terms and Award Timeframe

(V) Grant Information

(VI) State Opioid Grant Specific Requirements

(VII) General Grant Terms

(VIII) Cancellation, Modification, and Renewal

(IX) Attachments A (Business Associate Agreement), B (Notice of Award), C (Approved Services), D (Approved Budget), E (SFA Invoice Template), and F (Single Audit Determination)

IN WITNESS WHEREOF, the parties have caused this Agreement to be duly executed intending to be bound thereby.

I. **PURPOSE:** This agreement will allow the Virginia Department of Behavioral Health and Developmental Services (DBHDS) to partner with City of Richmond – Richmond Recovery Court to address unmet needs of the opioid overdose crisis by providing resources to increase access to FDA-approved medications for the treatment of opioid use disorder (OUD) and supports the continuum of prevention, harm reduction, treatment, and recovery support services.

II. **DEFINITIONS:**

Administrative Proceeding – A non-judicial process that is adjudicatory in nature in order to make a determination of fault or liability (e.g., Securities and Exchange Commission Administrative proceedings, Civilian Board of Contract Appeals proceedings, and Armed Services Board of Contract Appeals proceedings). This includes proceedings at the Federal and State level but only in connection with performance of a Federal contract or grant. It does not include audits, site visits, corrective plans, or inspection of deliverables.

Capital Assets – Tangible or intangible assets used in operations having a useful life of more than one year which are capitalized in accordance with GAAP. Capital assets include: Land, buildings (facilities), equipment, and intellectual property (including software), whether acquired by purchase, construction, manufacture, exchange, or through a lease accounted for as financed purchase under Government Accounting Standards Board (GASB) standards or a finance lease under Financial Accounting Standards Board (FASB) standards; and additions, improvements, modifications, replacements, rearrangements, reinstallations, renovations, or alterations to capital assets that materially increase their value or useful life (not ordinary repairs and maintenance). Capital assets do not include intangible right-to-use assets (per GASB) and right-to-use operating lease assets (per FASB). For example, assets capitalized that recognize a lessee's right to control the use of property or equipment for a period of time under a lease contract.

Capital Expenditures – Expenditures to acquire capital assets or expenditures to make additions, improvements, modifications, replacements, rearrangements, reinstallations, renovations, or alterations to capital assets that materially increase their value or useful life.

Conference – A meeting, retreat, seminar, symposium, workshop or event whose primary purpose is the dissemination of technical information beyond the non-Federal entity and is necessary and reasonable for successful performance under the Federal award.

Conviction – For purposes of this award term and condition, a judgment or conviction of a criminal offense by any court of competent jurisdiction, whether entered upon a verdict or a plea, and includes a conviction entered upon a plea of nolo contendere.

De Minimis Rate – Pursuant to 2 CFR 200.414, this is the default indirect cost rate for any non-Federal entity that does not have a current negotiated (including provisional) indirect cost rate. The rate is set at 15% of Modified Total Direct Costs (MTDC).

Drug-Free Workplace – A site for the performance of work done in connection with a specific SFA awarded to a Subrecipient, the employees of whom are prohibited from engaging in the unlawful manufacture, sale, distribution, dispensation, possession or use of any controlled substance or marijuana during the performance of the SFA.

Drug Paraphernalia – Any equipment, product, or material of any kind which is primarily intended or designed for use in manufacturing, compounding, converting, concealing, producing, processing, preparing, injecting, ingesting, inhaling, or otherwise introducing into the human body a controlled substance.

Employee - An individual employed by the subrecipient who is engaged in the performance of the project or program under this award; or another person engaged in the performance of the project or program under this award and not compensated by the subrecipient including, but not limited to, a volunteer or individual whose services are contributed by a third party as an in-kind contribution toward cost sharing or matching requirements.

Entity – Any of the following, as defined in 2 CFR Part 25: a Governmental organization, which is a State, local government, or Indian tribe; a foreign public entity; a domestic or foreign nonprofit organization; a domestic or foreign for-profit organization; a Federal agency, but only as a subrecipient under an award or sub-award to a non-Federal entity.

Equipment – Tangible personal property (including information technology systems) having a useful life of more than one year and a per-unit acquisition cost which equals or exceeds the lesser of the capitalization level established by the non-Federal entity for financial statement purposes, or \$10,000.

Executive – Officers, managing partners, or any other employees in management positions.

Expenditure – A transaction for which cash has been dispersed to an entity to pay for a good or service.

Forced labor - Labor obtained by any of the following methods: the recruitment, harboring, transportation, provision, or obtaining of a person for labor or services, through the use of force, fraud, or coercion for the purpose of subjection to involuntary servitude, peonage, debt bondage, or slavery.

Funding Opportunity Announcement (FOA) – The document that all federal agencies utilize to announce the availability of grant funds to the public. The number of the announcement pertaining to this SFA is included in the Grant Specific Requirements in Section VI. This is used interchangeably with NOFO.

Indirect Costs (IDC) – Costs incurred for a common or joint purpose benefiting more than one cost objective and not readily assignable to the cost objectives specifically benefited, without effort disproportionate to the results achieved.

Intangible Property – Intangible property means property having no physical existence, such as trademarks, copyrights, patents and patent applications and property, such as loans, notes and other debt instruments, lease agreements, stock and other instruments of property ownership (whether the property is tangible or intangible).

Major Medical Equipment – An item intended for a medical use that has a cost of more than \$10,000 per unit.

Minor Renovation, Remodeling, Expansion, and Repair of Buildings – Improvements or renovations to existing facilities or buildings

that do not total more than 25% of a given budget period or \$150,000 (whichever is less), if necessary for the program.

**Modified Total Direct Cost** – The MTDC base consists of 1) all direct salaries and wages; 2) applicable fringe benefits; 3) materials and supplies; 4) services; 5) travel, and; 6) up to the first \$50,000 of each subaward or contract (*regardless of the period of performance of the subaward or contract under the award*). The MTDC base **must exclude**: expenditures for equipment; capital expenditures; charges for patient care; rental costs; tuition reimbursement; scholarships and fellowships; participant support costs, and; the portion of each subaward or contract in excess of \$50,000.

**Notice of Award (NOA)** – The official award document issued by the federal granting agency that notifies the primary recipient of their award amount. A copy of the NOA is included in Attachment B.

**Notice of Funding Opportunity (NOFO)** – The document that all federal agencies utilize to announce the availability of grant funds to the public. The number of the announcement pertaining to this SFA is included in the Grant Specific Requirements in Section VI. This is used interchangeably with FOA.

**Obligation** – Orders placed for property and services, contracts and subawards made, and similar transactions during the Period of Performance.

**Pass-Through Entity** - Pass-through entity means a non-Federal entity that provides a subaward to a subrecipient to carry out part of a Federal program.

**Period of Performance** – The timeframe in which the Subrecipient may incur obligations on funding as a result of this agreement.

**Program Income** – gross income earned by the recipient or subrecipient that is directly generated by a supported activity or earned as a result of the Federal award during the period of performance except as provided in § 200.307(c). Program income includes but is not limited to income from fees for services performed, the use or rental of real or personal property acquired under Federal awards, the sale of commodities or items fabricated under a Federal award, license fees, and royalties on patents and copyrights, and principal and interest on loans made with Federal award funds. Interest earned on advances of Federal funds is not program income. Except as otherwise provided in Federal statutes, regulations, or the terms and conditions of the Federal award, program income does not include rebates, credits, discounts, and interest earned on any of them.

**Real Property** – means land, including land improvements, structures, and appurtenances thereto, and legal interests in land, including fee interest, licenses, rights of way, and easements. Real property excludes moveable machinery and equipment.

**Recipient** – The non-federal entity that receives a grant award from a federal entity. The recipient may be the end user of the funds or may serve as a pass-through to subrecipient entities.

**Subaward** – A legal instrument to provide support for the performance of any portion of the substantive project or program for which the recipient received the Federal award and that the recipient awards to an eligible subrecipient.

**Subrecipient** – A non-Federal entity that receives a subaward from the recipient (or Pass-Through Entity) under this award to carry out part of a Federal award, including a portion of the scope of work or objectives, and is accountable to the Pass-Through Entity for the use of the Federal funds provided by the subaward.

**Supplant** – To replace funding of a recipient's existing program with funds from a federal grant.

**System of Award Management (SAM)** – The Federal repository into which an entity must provide information required for the conduct of business as a recipient. Additional information about registration procedures may be found at the SAM Internet site (currently at: <https://www.sam.gov>).

**Unique Entity Identifier (UEI)** – The identifier required for SAM registration to uniquely identify business entities.

III. **SCOPE OF SERVICES:** The Scope of Work for this agreement will include:

**City of Richmond – Richmond Recovery Court shall:**

- o Ensure that no less than seventy-five percent (75%) of enrolled clients have received peer recovery support services. These services may include, but are not limited to, participation in support meetings, therapy sessions, or structured treatment groups.
- o A minimum of seventy percent (70%) of clients shall report an improvement in at least one domain of recovery capital (e.g., social support, employment, housing, or health). Improvement shall be evidenced by client engagement in no fewer than two (2) community-based activities per month, as documented through attendance records and client self-reporting.
- o Throughout the duration of the grant, the Subrecipient shall maintain client engagement in peer recovery support services such that at least seventy-five percent (75%) of clients remain actively engaged for a minimum of three (3) consecutive months following initial contact with a Peer Recovery Specialist (PRS). Additionally, the program shall demonstrate an increase in graduation rate from fifty percent (50%) to sixty-five percent (65%) by the end of the grant period.
- o Collect and report data related to the above objectives in accordance with the Department's quarterly reporting schedule. Documentation shall include attendance logs, client surveys, engagement tracking, and graduation metrics. Failure to meet the stated performance objectives may result in corrective action or impact future funding eligibility.

**DBHDS shall:**

1. Provide \$30,000.00 in State Opioid Response Grant funding to City of Richmond – Richmond Recovery Court for aforementioned purposes.
2. Collaborate and provide appropriate support.
3. Participate in monthly TA calls with Richmond Recovery Court Program staff.
4. Report outcomes and data collected to the Substance Abuse and Mental Health Services Administration (SAMHSA) as necessary.
5. Conduct regular check ins and audit.

**IV. PAYMENT TERMS AND AWARD TIMEFRAME:**

A. Payments will be made to the City of Richmond – Richmond Recovery Court (the Subrecipient) based on actual expenditures incurred for each month of the period of performance. Within **10 business days** of the end of each month, using the WebGrants System, the Subrecipient will submit a claim to DBHDS and provide supporting documentation for actual expenditures incurred.

Supporting documentation includes but is not limited to: accounting records, receipts, purchase orders, vouchers, invoices, payroll allocation reports, payroll summaries, timesheets, and other documentation as determined to be necessary by DBHDS. If supporting documentation for the installment period ending is not supplied, the claim will not be processed. Payment will be provided within **30 calendar days** of an approved claim and supporting documentation.

All claims shall be submitted to DBHDS via the WebGrants system.

B. The Period of Performance for this award will be From 09/30/2025 to 09/29/2026.

C. Final payment request(s) under this Agreement must be received by DBHDS no later than **October 14, 2026**. No payment request will be accepted by DBHDS after this date without authorization from DBHDS. All unexpended funds received by the Subrecipient during the term of this agreement for which costs were not incurred shall be returned to DBHDS within 30 calendar days of the end of the aforementioned Period of Performance (**October 29, 2026**). Funds may not be expended beyond the Period of Performance. The funds will be returned in the manner described in Section VII (Q) of this Agreement.

D. DBHDS reserves the right to withhold payment in the event of non-compliance on behalf of the Subrecipient with any portion of this agreement or any other agreement they hold or have held with DBHDS.

**V. GRANT INFORMATION:**

**FEDERAL REQUIREMENTS FOR SUBRECIPIENTS:**

Federal Award Information: Pursuant to 2 C.F.R 200.332 (a)(1) and 45 CFR 75.352 (a)(1), Subrecipients of federal awards must be informed of certain information pursuant to federal regulations. This information is included below:

SUBRECIPIENT NAME: City of Richmond – Richmond Recovery Court  
 SUBRECIPIENT UNIQUE ENTITY IDENTIFIER NUMBER: EG4LF5GYLK81  
 FEDERAL AWARD IDENTIFICATION NUMBER (FAIN): H79TI087780  
 FEDERAL AWARD DATE: 09/20/2025  
 SUBRECIPIENT PERIOD OF PERFORMANCE: from 09/30/2025 to 09/29/2026  
 AMOUNT OF FEDERAL FUNDING OBLIGATED BY THIS ACTION:

Year	Award Number	Award Name	Source	Fund Type	Coding Block	Comments	Currently Committed
2025	5H79TI087780-02	State Opioid Response Grant (2025)	FEDERAL	Program Grant Funds	79000-79000-0822-10000-0000127348-445001	SOR Treatment CSBs/SFAs	\$30,000.00
							\$30,000.00

TOTAL AMOUNT OF FEDERAL FUNDS OBLIGATED BY DBHDS TO City of Richmond – Richmond Recovery Court: \$0  
 TOTAL AMOUNT OF FEDERAL FUNDS COMMITTED TO City of Richmond – Richmond Recovery Court : \$30,000.00  
 FEDERAL AWARD PROJECT DESCRIPTION (4,000 CHARACTER LIMIT): This agreement will allow the Virginia Department of Behavioral Health and Developmental Services (DBHDS) to partner with City of Richmond – Richmond Recovery Court to address unmet needs of the opioid overdose crisis by providing resources to increase access to FDA-approved medications for the treatment of opioid use disorder (OUD) and supports the continuum of prevention, harm reduction, treatment, and recovery support services.

FEDERAL AWARDDING AGENCY: Department of Health and Human Services, Substance Abuse and Mental Health Services Administration (SAMHSA)

FEDERAL AWARD PASS-THROUGH ENTITY: Virginia Department of Behavioral Health and Developmental Services

AWARDDING OFFICIAL CONTACT: Iva Brown, (804) 349-4213

CFDA NUMBER: 93.243

RESEARCH AND DEVELOPMENT AWARD:  YES  NO

INDIRECT COST RATE: 0.00%

FEDERAL GRANT AWARD YEAR: FFY 2024 AWARD PERIOD: From 09/30/2025 to 09/29/2026

FEDERAL GRANT NAME: State Opioid Response Grant

**VI. STATE OPIOID RESPONSE GRANT SPECIFIC REQUIREMENTS:**

Pursuant to the Notice of Award (NOA) received by DBHDS and the Funding Opportunity Announcement (FOA) (TI-24-008) associated with the State Opioid Response Grant, the following are requirements of the funding distributed to the Subrecipient as a result of this agreement.

1. Funds shall not be utilized for services that can be supported through other accessible sources of funding such as other federal discretionary and formula grant funds, e.g. HHS (CDC, CMS, HRSA and SAMHSA), DOJ (OJP/BJA) and non-federal funds, 3rd party insurance, and sliding scale self-pay among others.
2. Funds may not be expended through a grant or subaward to any agency which would deny any eligible client, patient, or individual access to their program because of their use of Food and Drug Administration (FDA)-approved medications for the treatment of substance use

disorders.

3. Funds shall not be utilized to provide incentives to any health care professional for receipt of any type of professional training development.
4. Funds shall not be used to make direct payments to individuals to enter treatment or continue to participate in prevention or treatment services.
5. For treatment and recovery support services, grant funds shall only be utilized to provide services to individuals that specifically address opioid or stimulant misuse issues. If either an opioid or stimulant misuse problem (history) exists concurrently with other substance use, all substance use issues may be addressed. Individuals who have no history of or no concurrent issues with opioids or stimulants misuse shall not receive treatment or recovery services with SOR grant funds.
6. Funds shall be used to fund services and practices that have a demonstrated evidence-base, and that are appropriate for the population(s) of focus.
7. Only FDA approved products that address opioid use disorder and/or opioid overdose can be purchased with State Opioid Response Grant funds.
8. If medications for the treatment of opioid use disorder are made available to those diagnosed with opioid use disorder, they shall include FDA-approved treatments such as methadone, buprenorphine products, including single-entity buprenorphine products, buprenorphine/naloxone tablets, films, buccal preparations, long-acting injectable buprenorphine products, and injectable extended-release naltrexone.

**VI. GENERAL GRANT TERMS:**

**A. Acceptance of the Terms of an Award**

By drawing or otherwise obtaining funds from this SFA (that resulted from funds obtained from the Health and Human Services (HHS) Payment Management System), the Subrecipient acknowledges acceptance of the terms and conditions of the award and is obligated to perform in accordance with the requirements of the award. If the Subrecipient cannot accept the terms, the Subrecipient should notify the Program contact at DBHDS prior to the signature of this SFA. Once the SFA is signed by the subrecipient, the contents of the Subrecipient Funding Agreement (SFA) are binding on the Subrecipient unless and until modified by a revised SFA signed by DBHDS.

Certification Statement: By invoicing DBHDS for funds, the Subrecipient certifies that proper financial management controls and accounting systems, to include personnel policies and procedures, have been established to adequately administer Federal awards and drawdown funds. Recipients of Department of Health and Human Services (DHHS) grants or cooperative agreement awards, and their subrecipients, must comply with all terms and conditions of their awards, including: (a) terms and conditions included in the HHS Grants Policy Statement in effect at the time of a new, non-competing continuation, or renewal award (HHS Grants Policy Statement Oct. 1, 2025), including the requirements of HHS grants administration regulations; (b) requirements of the authorizing statutes and implementing regulations for the program under which the award is funded; (c) applicable requirements or limitations in appropriations acts; and (d) any requirements specific to the particular award specified in program policy and guidance, the FOA, the NOFO, or the NOA.

**B. Uniform Administrative Requirements, Cost Principles, and Audit Requirements for HHS Awards**

The NOA issued is subject to the administrative requirements, cost principles, and audit requirements that govern Federal monies associated with this award, as applicable, in the Uniform Guidance 2 CFR Part 200 as codified by HHS at 45 CFR Part 75.

**C. Award Expectations**

The eligibility and program requirements originally outlined in the FOA or NOFO must continue to be adhered to as the funded project is implemented. Recipients must comply with the performance goals, milestones, outcomes, and performance data collection as reflected in the FOA and related policy and guidance. Additional terms and/or conditions may be applied to this award if outstanding financial or programmatic compliance issues are identified by Substance Abuse and Mental Health Services Administration (SAMHSA). Subrecipients must comply with the Scope of Services of this SFA as outlined in Section III and Attachment C.

**D. Flow down of requirements to sub-recipients**

The grantee, as the awardee organization, is legally and financially responsible for all aspects of this award including funds provided to sub-recipients, in accordance with 2 CFR 200.331 – 2 CFR 200.332 and 45 CFR 75.351 – 75.352, Subrecipient monitoring and management.

**E. Risk Assessment**

SAMHSA or other federal granting entities may perform an administrative review of the subrecipient organization's financial management system. If the review discloses material weaknesses or other financial management concerns, grant funding may be restricted in accordance with 2 CFR 200 and 45 CFR 75, as applicable. DBHDS reviews and determines the risk associated with its subrecipients. As part of the risk assessment process, DBHDS may perform an administrative review of the subrecipient's financial management system.

**F. Improper Payments**

Any expenditure by the Subrecipient under the terms of this Agreement which is found by auditors, investigators, and other authorized representatives of DBHDS, the Commonwealth of Virginia, the U.S. Department of Health and Human Services, the U.S. Government Accountability Office, the Comptroller General of the United States, or other responsible Federal entity to be improper, unallowable, in violation of federal or state law or the terms of the NOA, FOA, NOFO, or this Agreement, or involving any fraudulent, deceptive, or misleading representations or activities of the Subrecipient, shall become the Subrecipient's liability, to be paid by the Subrecipient from funds other than those provided by DBHDS under this Agreement or any other agreements between DBHDS and the Subrecipient. This provision shall survive the expiration or termination of this Agreement.

**G. Limitations on Expenditures**

The Subrecipient shall not be reimbursed or otherwise compensated for any expenditures incurred or services provided prior to the Effective Date of this SFA, or following the end of the Period of Performance provided on the initial signature page and in Sections IV and V unless otherwise stated in Section IV: Payment Terms and Award Timeframe. DBHDS shall only reimburse or otherwise compensate the Subrecipient for documented expenditures incurred during this period that are:

- 1) Reasonable and necessary to carry out the agreed upon Scope of Services in Section III and Attachment C of this Agreement,
- 2) Documented by contracts or other evidence of liability consistent with established DBHDS and Subrecipient procedures; and
- 3) Incurred in accordance with all applicable requirements for the expenditure of funds payable under this SFA.

**H. Treatment of Property and Equipment**

If the Program permits the Subrecipient or entities that receive funding from the Subrecipient to purchase real property or equipment with grant funds, the Program retains a residual financial interest, enabling the Program to recover the assets or determine final disposition. This will be accomplished on a case-by- case basis, according to the federal grant guidelines applicable to the grant that is funding the service(s) in accordance with 2 CFR 200 and 45 CFR 75. Prior to disposing of any property or equipment, the Subrecipient will contact DBHDS via the Awarding Official Contact information in Section V and the Office of Grants Management email (FederalSFASupport@dbhds.virginia.gov) to be notified of any processes or approvals that may be required.

Additionally, the Subrecipient must maintain compliance with the terms of 2 CFR 200 Subpart D and 45 CFR 75 Subpart D when procuring and maintaining property and equipment. Equipment and Real Property are defined in Section II.

**I. Program Income**

Program income accrued under this grant award must be reported to the Recipient and must be used to further the objectives of the grant project and only for allowable costs. Program Income is defined in Section II.

**J. Financial Management**

The Subrecipient shall maintain a financial management system that is compliant with the provisions of 2 CFR 200.302 and 45 CFR 75.302. Additionally, the Subrecipient will maintain financial records and shall administer funds received pursuant to this SFA in accordance with all applicable federal and state requirements, including without limitation:

- 1) the Uniform Guidance, 2 CFR 200 and 45 CFR Part 75;
- 2) the NOA;
- 3) FOA or NOFO; and
- 4) Federal Statute.

The Subrecipient shall adopt such additional financial management procedures as may from time to time be prescribed by DBHDS if required by applicable laws, regulations or guidelines from its federal and state government funding sources. Subrecipient shall maintain detailed, itemized documentation and records of all income received and expenses incurred pursuant to this Agreement.

**K. Audit of Financial Records**

The Subrecipient shall comply with the audit and reporting requirements defined by the Federal Office of Management and Budget (OMB) 2 CFR 200.500 – 200.521 (Audits of States, Local, Governments and Non-Profit organizations) and 45 CFR 75.500 – 75.521 as applicable. The Subrecipient will, if total Federal funds expended are \$1,000,000 or more in a fiscal year, have a single or program specific financial statement audit conducted for the annual period in compliance with the General Accounting Office audit standards (2 CFR 200.501(a) and 45 CFR 75-501(a)). Within thirty 30 days of the effective date of this Agreement, the Subrecipient will provide the Federal Grants Manager at DBHDS with a copy of its most recent (last) single audit. If any findings were noted in the audit report, corrective actions taken to fully resolve the finding must also be provided. If there are no audit findings, a letter indicating no findings shall be submitted. If a 2 CFR 200 or 45 CFR 75 audit occurs during the term of this Agreement, a copy of that audit and response to any findings must be provided to DBHDS' Federal Grants Manager within 30 days of the completion of the audit.

If total federal funds expended are less than \$1,000,000 for a year the Subrecipient is exempt from federal audit requirements (2 CFR 200.501(d) and 45 CFR 75-501(d)), however, the Subrecipient's records must be available to the Pass-Through Agency and appropriate officials of HHS, SAMHSA, the U.S. Government Accountability Office, the Comptroller General of the United States, and any other responsible Federal entity.

As part of compliance with these terms, the Subrecipient will complete and return the Single Audit Determination (Attachment F), which will be sent as a fillable form after signature of this agreement.

Should an audit by an authorized state or federal official result in disallowance of amounts previously paid to the Subrecipient, the Subrecipient shall reimburse the Pass-Through Agency upon demand.

Pursuant to 2 CFR 200.334 and 45 CFR 75.361, the Subrecipient shall retain all books, records, and other documents relative to this SFA for three (3) years from the date of the final expenditure report which is due on December 28, 2026 - 90 days after the grant closeout date on the Federal Award. In the event that any litigation, claim, or audit is initiated prior to the expiration of the 3-year period, all records must be retained until all litigation, claims, or audit findings involving the records have been resolved and final action taken. DBHDS, its authorized agents, and/or federal or state auditors shall have full access to and the right to examine any of said materials during said period.

**L. Accounting Records and Disclosures**

The Subrecipient must maintain records which adequately identify the source and application of funds provided for financially

assisted activities, including awards and authorizations, obligations, unobligated balances, assets, liabilities, outlays or expenditures, and income. The Subrecipient should expect that the Recipient and SAMHSA may conduct a financial compliance audit and on-site program review of this project as outlined in paragraph (K).

M. Standards for Documentation of Personnel Expenses

The Subrecipient shall comply with 2 CFR 200.430 / 45 CFR 75.430 Compensation-Personal Services and 2 CFR 200.431 / 45 CFR 75.431 Compensation-Fringe Benefits as required by the Federal Office of Management and Budget (OMB) Circular 2 CFR 200 (Cost Principles for State, Local and Indian Tribal Government). Per Standards for Documentation of Personnel Expenses 2 CFR 200.430(g)(3) and 45 CFR 75.430(g)(3) in accordance with Department of Labor regulations implementing the Fair Labor Standards Act (FLSA) (29 CFR Part 516), charges for the salaries and wages of nonexempt employees, in addition to the supporting documentation described in this section (2 CFR 200.430 and 45 CFR 75.430), must also be supported by records indicating the total number of hours worked each day. As a result, all nonexempt employees paid in whole or in part from grant funds should prepare a timesheet indicating the hours worked on each specific project for each pay period. Based on these timesheets and hourly payroll cost for each employee, a statement indicating the distribution of payroll charges should be prepared and placed in the appropriate files and shall be made available for inspection.

N. Non-Supplant

Federal award funds must supplement, not replace (supplant) nonfederal funds. Applicants or award recipients and subrecipients may be required to demonstrate and document that a reduction in non-federal resources occurred for reasons other than the receipt of expected federal funds. Supplanting is defined in Section II.

O. Unallowable Costs

All costs incurred prior to the award issue date and costs not consistent with the FOA/NOFO, 2 CFR Part 200, 45 CFR Part 75, and the HHS Grants Policy Statement, are not allowable under this award.

P. Executive Pay

Pursuant to Executive Order and effective January 1, 2025, the amount of direct salary to Executive Level II positions on the Federal Executive Pay scale is restricted to **\$225,700**.

Q. Closeout

Final payment request(s) under this Agreement must be received by DBHDS no later than **October 14, 2026** as referenced in Section IV. No payment request will be accepted by DBHDS after this date without authorization from DBHDS.

Any funds remaining unexpended at the end of the Period of Performance referenced on the initial signature page and Sections IV and V of this agreement for which no costs were incurred shall be returned to DBHDS within 30 days of the end of the Period of Performance, or by **October 29, 2026**. No funds may be expended beyond the end of the Period of Performance. Unexpended funds should be returned in the form of a check made payable to the Treasurer of Virginia and sent to:

DBHDS

PO Box 1797

Richmond, VA 23218-1797

C/O Office of Grants Management

For those wishing to return funds electronically, please reach out to the individual listed in Section V under the Awarding Official Contact and the Office of Grants Management (FederalSFASupport@dbhds.virginia.gov) for more information.

Failure to return unexpended funds in a prompt manner may result in a denial of future federal Subrecipient awards from DBHDS or may result in a collections claim being issued against the subrecipient.

In consideration of the execution of this SFA by DBHDS, the Subrecipient agrees that acceptance of final payment from DBHDS will constitute an agreement by the Subrecipient to release and forever discharge DBHDS, its agents, employees, representatives, affiliates, successors and assigns from any and all claims, demands, damages, liabilities, actions, causes of action or suits of any nature whatsoever, which the Subrecipient has at the time of acceptance of final payment or may thereafter have, arising out of or in any way relating to any and all injuries and damages of any kind as a result of or in any way relating to this SFA. The Subrecipient's obligations to DBHDS under this SFA shall not terminate until all closeout requirements are completed to the satisfaction of DBHDS. Such requirements shall include, without limitation, submitting final reports to DBHDS and providing any closeout-related information requested by DBHDS by the deadlines specified by DBHDS. This provision shall survive the expiration or termination of this SFA.

R. Intent to Utilize Funding to Enter into a Procurement/Contractual Relationship

If the Subrecipient utilizes any of these funds to contract for any goods or services, the Subrecipient must ensure that the resultant contract complies with the terms of Appendix II, in both 2 C.F.R. 200 and 45 C.F.R. 75 which govern the contractual provisions for non-federal entity contracts under federal awards issued by the Department of Health and Human Services.

S. Ad Hoc Submissions

Throughout the project period, SAMHSA or DBHDS may determine that a grant or Subrecipient Funding Agreement requires submission of additional information beyond the standard deliverables. This information may include, but is not limited to the following:

- o Payroll
- o Purchase Orders
- o Invoices
- o Subaward documentation
- o Progress Reports

- o Contract documentation
- o Proof of Project implementation

**T. Conflicts of Interest Policy**

Pursuant to 2 CFR 200.112 and 45 CFR 75.112, Subrecipients must establish written policies and procedures to prevent employees, consultants, and others (including family, business, or other ties) involved in grant-supported activities, from involvement in actual or perceived conflicts of interest. The policies and procedures must:

- o Address conditions under which outside activities, relationships, or financial interest are proper or improper;
- o Provide for advance disclosure of outside activities, relationships, or financial interest to a responsible organizational official;
- o Include a process for notification and review by the responsible official of potential or actual violations of the standards; and
- o Specify the nature of penalties that may be imposed for violations.

**U. Administrative and National Policy Requirements**

Public policy requirements are requirements with a broader national purpose than that of the Federal sponsoring program or award that an applicant/recipient/subrecipient must adhere to as a prerequisite to and/or condition of an award. Public policy requirements are established by statute, regulation, or Executive order. In some cases they relate to general activities, such as preservation of the environment, while, in other cases they are integral to the purposes of the award-supported activities. An application funded with the release of federal funds through a grant award does not constitute or imply compliance with federal statute and regulations. Funded organizations are responsible for ensuring that their activities comply with all applicable federal regulations.

**V. Marijuana Restriction**

Grant funds may not be used, directly or indirectly, to purchase, prescribe, or provide marijuana or treatment using marijuana. Treatment in this context includes the treatment of opioid use disorder. Grant funds also cannot be provided to any individual who or organization that provides or permits marijuana use for the purposes of treating substance use or mental disorders. See, e.g., 2 CFR 200.300(a) and 45 C.F.R. 75.300(a) (requiring HHS to "ensure that Federal funding is expended in full accordance with U.S. statutory requirements."); 21 U.S.C. § 812(c) (10) and 841 (prohibiting the possession, manufacture, sale, purchase or distribution of marijuana). This prohibition does not apply to those providing such treatment in the context of clinical research permitted by the Drug Enforcement Agency and under an FDA-approved investigational new drug application where the article being evaluated is marijuana or a constituent thereof that is otherwise a banned controlled substance under federal law.

**W. Confidentiality of Alcohol and Drug Abuse Patient Records**

The regulations in 42 CFR 2 are applicable to any information about alcohol and other drug abuse patients obtained by a "program" (42 CFR 2.11), if the program is federally assisted in any manner (42 CFR 2.12b). Accordingly, all project patient records are confidential and may be disclosed and used only in accordance with 42 CFR Part 2. The recipient and/or subrecipient is responsible for assuring compliance with these regulations and principles, including responsibility for assuring the security and confidentiality of all electronically transmitted patient material.

**X. Drug-Free Workplace**

During the performance of this SFA, the Subrecipient agrees to 1) provide a drug-free workplace for the Subrecipient's employees; 2) post in conspicuous places, available to employees and applicants for employment, a statement notifying employees that the unlawful manufacture, sale, distribution, dispensation, possession, or use of a controlled substance or marijuana is prohibited in the Subrecipient's workplace and specifying the actions that will be taken against employees for violations of such prohibition; 3) state in all solicitations or advertisements for employees placed by or on behalf of the Subrecipient that the Subrecipient maintains a drug-free workplace; and 4) include the provisions of the foregoing clauses in every subcontract or purchase order of over \$10,000, so that the provisions will be binding upon each subcontractor or vendor.

**Y. Promotional Items**

Pursuant to 2 CFR 200.421 and 45 CFR 75.421, SAMHSA grant funds may not be used for Promotional Items. Promotional items include but are not limited to clothing and commemorative items such as pens, mugs/cups, folders/folios, lanyards, and conference bags.

**Z. SAM and UEI Requirements**

This award is subject to requirements as set forth in 2 CFR 25.300 – Requirement for recipients to ensure subrecipients have a Unique Entity Identifier (UEI). This requires the subrecipient to obtain a UEI number in order to be eligible to receive subrecipient awards.

**(AA) Acknowledgment of Federal Funding in Communications and Contracting.**

As required by HHS appropriations acts, all HHS recipients and subrecipients must acknowledge Federal funding when issuing statements, press releases, requests for proposals, bid invitations, and other documents describing projects or programs funded in whole or in part with Federal funds. Recipients and subrecipients are required to state: (1) the percentage and dollar amounts of the total program or project costs financed with Federal funds; and (2) the percentage and dollar amount of the total costs financed by nongovernmental sources.

**(BB) Acknowledgment of Federal Funding at Conferences and Meetings**

Allowable conference costs paid by the non-Federal entity as a sponsor or host of the conference may include rental of facilities, speakers' fees, costs of meals and refreshments, local transportation, and other items incidental to such conferences unless further restricted by the terms and conditions of the Federal award. As needed, the costs of identifying, but not providing, locally

available dependent-care resources are allowable. Conference hosts/sponsors must exercise discretion and judgment in ensuring that conference costs are appropriate, necessary and managed in a manner that minimizes costs to the Federal award. The HHS awarding agency may authorize exceptions where appropriate for programs including Indian tribes, children, and the elderly. See also 2 CFR 200.438/45 CFR 75.438, 2 CFR 200.456/45 CFR 75.456, 2 CFR 200.474 – 200.475/45 CFR 75.473 - 75.474.

When a conference is funded by a grant or cooperative agreement, the recipient and/or subrecipient must include the following statement on all conference materials (including promotional materials, agenda, and Internet sites):

*Funding for this conference was made possible (in part) by (insert grant or cooperative agreement award number) from SAMHSA. The views expressed in written conference materials or publications and by speakers and moderators do not necessarily reflect the official policies of the Department of Health and Human Services; nor does mention of trade names, commercial practices, or organizations imply endorsement by the U.S. Government.*

Conference materials and other publications funded by this SFA must include language that conveys the following:

- A. The publication, event or conference was funded in part or in whole by SAMHSA Grant #5H79TI087780-02
- B. The views expressed in written materials or by conference speakers and moderators do not necessarily reflect the official policies of the U.S. Department of Health and Human Services or the Executive Branch of the Commonwealth of Virginia;
- C. Mention of trade names, commercial practices or organizations does not imply endorsement by the U.S. Government or the Commonwealth of Virginia.

**(CC) Mandatory Disclosures**

Consistent with 2 CFR 200.113 and 45 CFR 75.113, the Subrecipient must disclose in a timely manner, in writing to the HHS Office of Inspector General (OIG), all information related to violations, or suspected violations, of Federal criminal law involving fraud, bribery, waste, abuse, or gratuity violations potentially affecting the Federal award. Subrecipients must disclose, in a timely manner, in writing to the prime recipient (pass through entity) and the HHS OIG, all information related to violations, or suspected violations, of Federal criminal law involving fraud, bribery, or gratuity violations potentially affecting the Federal award. Disclosures must be sent in writing to the awarding agency and to the HHS OIG at the following addresses:

U.S. Department of Health and Human Services

Office of Inspector General ATTN: Mandatory Grant Disclosures, Intake Coordinator

330 Independence Avenue, SW, Cohen Building Room 5527

Washington, DC 20201

Fax: (202) 205-0604

Include "Mandatory Grant Disclosures" in subject line) or email: [MandatoryGranteeDisclosures@oig.hhs.gov](mailto:MandatoryGranteeDisclosures@oig.hhs.gov)

Failure to make required disclosures can result in any of the remedies described in 2 CFR 200.339 and 45 CFR 75.371 remedies for noncompliance, including suspension or debarment (see 2 CFR 180, 2 CFR 376 and 31 U.S.C. 3321).

The Subrecipient will notify DBHDS when violations are reported to HHS Office of Inspector General within three business days.

**(DD) Lobbying Restrictions**

Pursuant to 2 CFR 200.450 and 45 CFR 75.450, no portion of these funds may be used to engage in activities that are intended to support or defeat the enactment of legislation before the Congress or Virginia General Assembly, or any local legislative body, or to support or defeat any proposed or pending regulation, administrative action, or order issued by the executive branch of any federal, state or local government, except in presentation to the executive branch of any State or local government itself. No portion of these funds can be used to support any personnel engaged in these activities. These prohibitions include any activity to advocate or promote any proposed, pending or future Federal, State or local tax increase, or any proposed, pending or future requirement or restriction on any legal consumer product, including its sale or marketing, including but not limited to the advocacy or promotion of gun control.

**(EE) Trafficking Victims Protection Act of 2000 (22 U.S.C. 7104(G)), amended by 2 C.F.R. Part 175**

The Trafficking Victims Protection Act of 2000 authorizes termination of financial assistance provided to a private entity, without penalty to the Federal government, if the recipient or subrecipient engages in certain activities related to trafficking in persons. SAMHSA may unilaterally terminate this award, without penalty, if a private entity recipient, or a private entity subrecipient, or their employees:

- a) Engage in severe forms of trafficking in persons during the period of time that the award is in effect;
- b) Procure a commercial sex act during the period of time that the award is in effect; or,
- c) Use forced labor in the performance of the award or subawards under the award.

The text of the full award term is available at 2 C.F.R. 175.

**(FF) Accessibility Provisions**

Domestic recipients, subrecipients, and contractors must file Form HHS 690, Assurance of Compliance once with the HHS Office for Civil Rights (OCR). It is not needed for each application. This assurance may also be provided electronically at: <https://ocrportal.hhs.gov/ocr/aoc/instruction.jsf>

The recipient must ensure that subrecipients and contractors have filed the form.

Additionally, recipients must comply with all applicable Federal anti-discrimination laws material to the 19 government's payment decisions for purposes of 31 U.S.C. § 372(b)(4).

(1) Definitions. As used in this clause –

- (a) DEI means "diversity, equity, and inclusion."
- (b) DEIA means "diversity, equity, inclusion, and accessibility."
- (c) Discriminatory equity ideology has the meaning set forth in Section 2(b) of Executive Order 14190 of January 29, 2025.

(d) Discriminatory prohibited boycott means refusing to deal, cutting commercial relations, or otherwise limiting commercial relations specifically with Israeli companies or with companies doing business in or with Israel or authorized by, licensed by, or organized under the laws of Israel to do business.

(e) Federal anti-discrimination laws means Federal civil rights law that protect individual Americans from discrimination on the basis of race, color, sex, religion, and national origin.

(2) Grant award certification.

(a) By accepting the grant award, recipients are certifying that:

(i) They do not, and will not during the term of this financial assistance award, operate any programs that advance or promote DEI, DEIA, or discriminatory equity ideology in violation of Federal anti-discrimination laws; and

(ii) They do not engage in, and will not during the term of this award engage in, a discriminatory prohibited boycott.

(3) HHS reserves the right to terminate financial assistance awards and claw back all funds if the recipients, during the term of this award, operate any program in violation of Federal anti-discriminatory laws or engages in prohibited boycott.

**(GG) Executive Order 13410: Promoting Quality and Efficient Health Care**

This Executive Order promotes efficient delivery of quality health care through the use of Health Information Technology (HIT), transparency regarding health care quality and price, and incentives to promote the widespread adoption of HIT and quality of care. Accordingly, all recipients and subrecipients that electronically exchange patient level health information to external entities where national standards exist must:

a) Use recognized health information interoperability standards at the time of any HIT system update, acquisition, or implementation, in all relevant information technology systems supported, in whole or in part, through this agreement/contract. Please consult [www.healthit.gov](http://www.healthit.gov) for more information, and

b) Use Electronic Health Record systems (EHRs) that are certified by agencies authorized by the Office of the National Coordinator for Health Information Technology (ONC), or that will be certified during the life of the grant.

**(HH) Travel**

Funds used to attend meetings, conferences or implement the activities of this grant must not exceed the lodging rates and per diem for Federal travel and Meal/Incidental expenses provided by the General Services Administration. These rates vary by jurisdiction.

**(II) English Language**

All communication between the Pass-Through Agency and the Subrecipient must be in the English language and must utilize the terms of U.S. dollars. Information may be translated into other languages. Where there is inconsistency in meaning between the English language and other languages, the English language meaning shall prevail.

**(JJ) Intangible Property Rights**

Pursuant to 2 CFR 200.315 and 45 CFR 75.322:

A. Title to intangible property (as defined in the Definitions Section of this Agreement) acquired under a Federal award vests upon acquisition in the non-Federal entity. The non-Federal entity must use that property for the originally authorized purpose, and must not encumber the property without approval of the Federal awarding agency (SAMHSA). When no longer needed for the originally authorized purpose, disposition of the intangible property must occur in accordance with the provisions in 2 CFR 200.313(e) and 45 CFR 75.320(e).

B. The non-Federal entity may copyright any work that is subject to copyright and was developed, or for which ownership was acquired, under a Federal award. The awarding agency reserves a royalty-free, nonexclusive and irrevocable right to reproduce, publish, or otherwise use the work for Federal purposes and to authorize others to do so.

C. The non-Federal entity is subject to applicable regulations governing patents and inventions, including government-wide regulations issued by the Department of Commerce at 37 CFR Part 401.

D. The Federal Government has the right to: 1) Obtain, reproduce, publish, or otherwise use the data produced under a Federal Award; and 2) Authorize others to receive, reproduce, publish, or otherwise use such data for Federal purposes.

E. Freedom of Information Act:

1. In response to a Freedom of Information Act (FOIA) request for research data relating to published research findings produced under a Federal award that were used by the Federal Government in developing an agency action that has the force and effect of law, the HHS awarding agency must request, and the non-Federal entity must provide, within a reasonable time, the research data so that they can be made available to the public through the procedures established under the FOIA. If the HHS awarding agency obtains the research data solely in response to a FOIA request, the HHS awarding agency may charge the requester a reasonable fee equaling the full incremental cost of obtaining the research data. This fee should reflect costs incurred by the Federal agency and the non-Federal entity. This fee is in addition to any fees the HHS awarding agency may assess under the FOIA (5 U.S.C. 552(a)(4)(A)).

2. Published research findings means when:

(i) Research findings are published in a peer-reviewed scientific or technical journal; or

(ii) A Federal agency publicly and officially cites the research findings in support of an agency action that has the force and effect of law. "Used by the Federal Government in developing an agency action that has the force and effect of law" is defined as when an agency publicly and officially cites the research findings in support of an agency action that has the force and effect of law.

3. Research data means the recorded factual material commonly accepted in the scientific community as necessary to validate research findings, but not any of the following: Preliminary analyses, drafts of scientific papers, plans for future research, peer reviews, or communications with colleagues. This "recorded" material excludes physical objects

(e.g., laboratory samples). Research data also do not include:

- (i) Trade secrets, commercial information, materials necessary to be held confidential by a researcher until they are published, or similar information which is protected under law; and
- (ii) Personnel and medical information and similar information the disclosure of which would constitute a clearly unwarranted invasion of personal privacy, such as information that could be used to identify a particular person in a research study.

F. The requirements set forth in paragraph (E)(1) of this part do not apply to commercial organizations.

The Pass-Through Agency reserves the irrevocable right to utilize any Intangible Property described above, royalty-free, for the completion of the terms of this Grant and Agreement.

**(KK) National Historical Preservation Act and Executive Order 13287, Preserve America**

The Subrecipient must comply with this federal legislation and executive order.

**(LL) Welfare-to-Work**

The Subrecipient is encouraged to hire welfare recipients and to provide additional needed training and mentoring as needed.

**(MM) Applicable Laws and Courts**

This SFA shall be governed in all respects by the laws of the Commonwealth of Virginia and any litigation with respect thereto shall be brought in the courts of the Commonwealth. The Subrecipient shall comply with all applicable federal, state and local laws, rules and regulations.

**(NN) Immigration Reform and Control Act of 1986**

By entering into a written SFA with the Commonwealth of Virginia, the Subrecipient certifies that the Subrecipient does not, and shall not during the performance of the SFA for goods and/or services in the Commonwealth, knowingly employ an unauthorized alien as defined in the federal Immigration Reform and Control Act of 1986.

**(OO) Construction Purchases**

SAMHSA grant funds may not be used for the purchase or construction of any building or structure to house any part of the program (Applicants may request up to 25% of the grant budget period, or \$150,000, (whichever is less) for renovations and alterations of existing facilities, if necessary and appropriate to the project).

**(PP) Residential or Outpatient Treatment**

SAMHSA grant funds may not be used to provide residential or outpatient treatment services when the facility has not yet been acquired, sited, approved, and met all requirements for human habitation and services provision. (Expansion or enhancement of existing residential services is permissible).

**(QQ) Inpatient Services**

SAMHSA grant funds may not be used to provide inpatient treatment or hospital-based detoxification services. Residential services are not considered to be inpatient or hospital-based services.

**(RR) Direct Payments to Individuals**

SAMHSA grant funds may not be used to make direct payments to individuals to enter treatment or continue to participate in prevention or treatment services. Note: A recipient or treatment or prevention provider may provide up to \$30 in non-cash incentives to individuals to participate in required data collection follow-up and other treatment or prevention services.

**(SS) Meals**

Meals are generally unallowable unless they are a part of per diem or are specifically stated as an allowable expense in the NOFO.

**(TT) Sterile Needles, Syringes, or Other Drug Paraphernalia**

Funds may not be used to provide sterile needles, syringes for the hypodermic injection, or any other drug paraphernalia that enables the use of any illegal drug. Such limitation does not apply to the use of funds for elements of a program if the relevant State or local health department, in consultation with the Centers for Disease Control and Prevention, determines that the State or local jurisdiction, as applicable, is experiencing, or is at risk for, a significant increase in hepatitis infections or an HIV outbreak due to injection drug use, and such program is operating in accordance with state and local law. Drug Paraphernalia is defined in Section II.

**(UU) Title IX Compliance Requirement**

By accepting this award, including the obligation, expenditure, or drawdown of award funds, the Subrecipient certifies as follows:

1. Subrecipient is compliant with Title IX of the Education Amendments of 1972, as amended, 20 U.S.C. §§ 1681 et seq., including the requirements set forth in Presidential Executive Order 14168 titled Defending Women From Gender Ideology Extremism and Restoring Biological Truth to the Federal Government, and Title VI of the Civil Rights Act of 1964, 42 U.S.C. §§ 2000d et seq., and the Subrecipient will remain compliant for the duration of the Period of Performance.
2. The above requirements are conditions of payment that go to the essence of the Agreement and are therefore material terms of the Agreement.
  - a. Payments under the Agreement are predicated on compliance with the above requirements, and therefore the Subrecipient is not eligible for funding under the Agreement or to retain any funding under the Agreement absent compliance with the above requirements.
  - b. Subrecipient acknowledges that this certification reflects a change in the government's position regarding the materiality of the foregoing requirements and therefore any prior payment of similar claims does not reflect the materiality of the foregoing requirements to this Agreement.
  - c. Subrecipient acknowledges that a knowing false statement relating to the Subrecipient's compliance with the above requirements and/or eligibility for the Agreement may subject the Subrecipient to liability under the False Claims Act, 31 U.S.C. § 3729, and/or criminal liability, including under 18 U.S.C. §§ 287 and 1001

(VV) Antidiscrimination Compliance Requirement

By applying for or accepting federal funds from HHS, the Subrecipient certifies compliance with all federal antidiscrimination laws and these requirements and that complying with those laws is a material condition of receiving federal funding streams.

Subrecipients are responsible for ensuring subrecipients, contractors, and partners also comply.

(WWW) Compliance with Federal Regulations/Statute/Policy

The Subrecipient agrees to enforce, administer, and comply with any applicable federal regulations, statutes, or policies that are not otherwise mentioned in this SFA including 2 C.F.R. § 200, 45 C.F.R. § 75, the Health and Human Services Grants Policy Statement, or any other source.

/III. **CANCELLATION AND MODIFICATIONS:**

- A. Cancellation of SFA: DBHDS reserves the right to cancel and terminate this Agreement, in whole or in part, without penalty, upon 30 days written notice to the Subrecipient. Any cancellation notice shall not relieve the Subrecipient of the obligation to deliver and/or perform on all outstanding deliverables unless otherwise agreed to in writing by DBHDS prior to the effective date of cancellation. In the event that the Federal Award Agency eliminates the funding associated with the federal grant outlined in Section V, Grant Information, DBHDS reserves the right to immediately terminate this Agreement and is under no obligation to fund costs or unliquidated obligations incurred prior to the date of the grant cancellation.
- B. Changes to the SFA: The parties may agree in writing to modify the scope of the SFA. Any changes to this SFA including any increase and/or decrease to the amount awarded shall be based upon mutual agreement of both parties and shall be in the form of a written modification prior to the implementation of said change. If the Subrecipient wishes to change the level of expenditures between line items included in Section III and Attachment C of this Agreement (without modifying the total award amount) they must notify DBHDS of their intent to shift funding between approved lines. If the aggregate amount of funding that is to be moved is no more than 10% of the total budget and the purposes for which it is to be utilized are approved by DBHDS, then DBHDS will approve this shift. If the amount is more than 10%, in aggregate, of the total budget, DBHDS requires an official modification request, which is subject to DBHDS approval. All modification requests and/or budget reallocation requests must be submitted no later than 30 days before the end of the period of performance.
- C. Renewal Options: There are no renewal options for this grant.

Attachment A

**Business Associate Agreement** – Please see Grant Contract Tab in DBHDS WebGrants System for a copy of this Agreement.

Attachment B

**Notice of Award-** Please see Funding Opportunity Attachments in DBHDS WebGrants System for a copy of this Notice.

**Attachment C  
Approved Services**

**Personnel:** 0.0

**Fringe:** 0.0

**Travel:** 0.0

**Equipment:** 0.0

**Supplies:** 0.0

**Contracts:** "Richmond Recovery Court (RRC) is seeking funding to support the addition of 2 part-time Peer Recovery Specialists to enhance recovery services for individuals with substance use and co-occurring mental health disorders. Contracted through the Substance Abuse & Addiction Recovery Alliance of Virginia (SAARA), these peer professionals will bring critical lived-experience support to participants navigating early recovery. Serving as mentors, motivators, and role models, Peer Support Advocates will help participants build recovery capital by offering emotional support, guidance, and accountability. Their role will focus on reducing relapse risk, improving engagement in services, and fostering a greater sense of connection and belonging throughout the recovery process. RRC requests funding for two part-time Peer Recovery Specialists, each working 12 hours per week for 50 weeks annually, at a rate of \$25 per hour. The total annual cost of \$30,000 is calculated as follows:  $\$25/\text{hour} \times 12 \text{ hours/week} \times 50 \text{ weeks} \times 2 \text{ personnel}$ . This amount covers direct service delivery, documentation, staff collaboration, and participant coordination. SAARA will provide supervision and administrative oversight as part of the contract. This investment is central to RRC's strategy to expand its continuum of care by integrating peer-led services that reinforce participant retention and support long-term recovery success."

**Subawards:** 0.0

**Training:** 0.0

**Other:** 0.0

**Indirect Costs:** 0.0

**Attachment D  
Approved Budget**

**Personnel:**

Brief Description	Explanation of Calculation Methods	Requested Amount
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No Data for Table

**Fringe:**

Brief Description	Explanation of Calculation Methods	Requested Amount
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No Data for Table

**Travel:**

Brief Description	Explanation of Calculation Methods	Requested Amount
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No Data for Table

**Equipment:**

Brief Description	Explanation of Calculation Methods	Requested Amount
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No Data for Table

**Supplies:**

Brief Description	Explanation of Calculation Methods	Requested Amount
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No Data for Table

**Contracts:**

Brief Description	Requested Amount
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RRC requests funding for 2 PT peer recovery specialists @ 12hrs wkly for 50 wks, at rate of \$25 hrly	\$30,000.00
	\$30,000.00

**Subawards:**

Brief Description	Requested Amount
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No Data for Table

**Training:**

Brief Description	Explanation of Calculation Methods	Requested Amount
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No Data for Table

**Other:**

Brief Description	Explanation of Calculation Methods	Requested Amount
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No Data for Table

**Indirect Costs:**

Brief Description	Requested Amount
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No Data for Table

**Totals:** \$30,000.00



**Attachment E**

Claims to be submitted through the DBHDS WebGrants System

**Attachment F**

**Single Audit Determination** – Please see Grant Contract Tab in DBHDS WebGrants System for a copy of this Determination.

Year	Award Number	Award Name	Source	Fund Type	Coding Block	Comments	Currently Committed
2025	5H79T1087780-02	State Opioid Response Grant (2025)	FEDERAL	Program Grant Funds	79000-79000-0822-10000-0000127348-445001	SOR Treatment CSBs/SFAs	\$30,000.00
							\$30,000.00

**Contract Attachments**

Order By	Attachment	Description
1	5H79T1087780-02-Noa.pdf	Federal Notice of Award



<p><b>Recipient Information</b></p> <p><b>1. Recipient Name</b>          DEPARTMENT OF BEHAVIORAL HEALTH &amp; DEVELOPMENTAL SERVICES          1220 BANK ST          RICHMOND, VA 23219</p> <p><b>2. Congressional District of Recipient</b>          04</p> <p><b>3. Payment System Identifier (ID)</b>          1546001731A1</p> <p><b>4. Employer Identification Number (EIN)</b>          546001731</p> <p><b>5. Data Universal Numbering System (DUNS)</b>          627383102</p> <p><b>6. Recipient's Unique Entity Identifier</b>          KBKZM4SJ7D65</p> <p><b>7. Project Director or Principal Investigator</b>          Iva Brown           iva.brown@dbhds.virginia.gov</p> <p><b>8. Authorized Official</b>          Eric Billings          eric.billings@dbhds.virginia.gov          804-305-1820</p>	<p style="text-align: center;"><b>Federal Award Information</b></p> <p><b>11. Award Number</b>          5H79TI087780-02</p> <p><b>12. Unique Federal Award Identification Number (FAIN)</b>          H79TI087780</p> <p><b>13. Statutory Authority</b>          PL 188-47, Div. D, Title II &amp; PL 114-255, section 1003</p> <p><b>14. Federal Award Project Title</b>          DBHDS SOR 4 Application</p> <p><b>15. Assistance Listing Number</b>          93.243</p> <p><b>16. Assistance Listing Program Title</b>          Substance Abuse and Mental Health Services_Projects of Regional and National Significance</p> <p><b>17. Award Action Type</b>          Non-Competing Continuation</p> <p><b>18. Is the Award R&amp;D?</b>          No</p> <table border="1" style="width: 100%; border-collapse: collapse; margin-top: 10px;"> <tr> <th colspan="2" style="text-align: center;">Summary Federal Award Financial Information</th> </tr> <tr> <td colspan="2"><b>19. Budget Period Start Date 09/30/2025 – End Date 09/29/2026</b></td> </tr> <tr> <td><b>20. Total Amount of Federal Funds Obligated by this Action</b></td> <td style="text-align: right;">\$27,341,874</td> </tr> <tr> <td style="padding-left: 20px;">20a. Direct Cost Amount</td> <td style="text-align: right;">\$26,931,874</td> </tr> <tr> <td style="padding-left: 20px;">20b. Indirect Cost Amount</td> <td style="text-align: right;">\$410,000</td> </tr> <tr> <td><b>21. Authorized Carryover</b></td> <td></td> </tr> <tr> <td><b>22. Offset</b></td> <td></td> </tr> <tr> <td><b>23. Total Amount of Federal Funds Obligated this budget period</b></td> <td style="text-align: right;">\$27,341,874</td> </tr> <tr> <td><b>24. Total Approved Cost Sharing or Matching, where applicable</b></td> <td style="text-align: right;">\$0</td> </tr> <tr> <td><b>25. Total Federal and Non-Federal Approved this Budget Period</b></td> <td style="text-align: right;">\$27,341,874</td> </tr> <tr> <td colspan="2"><hr/></td> </tr> <tr> <td colspan="2"><b>26. Project Period Start Date 09/30/2024 – End Date 09/29/2027</b></td> </tr> <tr> <td><b>27. Total Amount of the Federal Award including Approved Cost Sharing or Matching this Project Period</b></td> <td style="text-align: right;">\$54,683,748</td> </tr> </table> <p><b>28. Authorized Treatment of Program Income</b>          Additional Costs</p> <p><b>29. Grants Management Officer - Signature</b>          Katrina Morgan</p>	Summary Federal Award Financial Information		<b>19. Budget Period Start Date 09/30/2025 – End Date 09/29/2026</b>		<b>20. Total Amount of Federal Funds Obligated by this Action</b>	\$27,341,874	20a. Direct Cost Amount	\$26,931,874	20b. Indirect Cost Amount	\$410,000	<b>21. Authorized Carryover</b>		<b>22. Offset</b>		<b>23. Total Amount of Federal Funds Obligated this budget period</b>	\$27,341,874	<b>24. Total Approved Cost Sharing or Matching, where applicable</b>	\$0	<b>25. Total Federal and Non-Federal Approved this Budget Period</b>	\$27,341,874	<hr/>		<b>26. Project Period Start Date 09/30/2024 – End Date 09/29/2027</b>		<b>27. Total Amount of the Federal Award including Approved Cost Sharing or Matching this Project Period</b>	\$54,683,748
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<b>27. Total Amount of the Federal Award including Approved Cost Sharing or Matching this Project Period</b>	\$54,683,748																										
<p><b>30. Remarks</b>          Acceptance of this award, including the "Terms and Conditions," is acknowledged by the recipient when funds are drawn down or otherwise requested from the grant payment system.</p>																											



FY24 State Opioid Response Grants  
Department of Health and Human Services  
Substance Abuse and Mental Health Services Administration

Notice of Award

Issue Date: 09/20/2025

Center for Substance Abuse Treatment

**Award Number:** 5H79TI087780-02  
**FAIN:** H79TI087780  
**Program Director:** Iva Brown

**Project Title:** DBHDS SOR 4 Application

**Organization Name:** DEPARTMENT OF BEHAVIORAL HEALTH & DEVELOPMENTAL SERVICES

**Authorized Official:** Eric Billings

**Authorized Official e-mail address:** eric.billings@dbhds.virginia.gov

**Budget Period:** 09/30/2025 – 09/29/2026  
**Project Period:** 09/30/2024 – 09/29/2027

Dear Grantee:

The Substance Abuse and Mental Health Services Administration hereby awards a grant in the amount of \$27,341,874 (see "Award Calculation" in Section I and "Terms and Conditions" in Section III) to DEPARTMENT OF BEHAVIORAL HEALTH & DEVELOPMENTAL SERVICES in support of the above referenced project. This award is pursuant to the authority of PL 188-47, Div. D, Title II & PL 114-255, section 1003 and is subject to the requirements of this statute and regulation and of other referenced, incorporated or attached terms and conditions.

Award recipients may access the SAMHSA website at [www.samhsa.gov](http://www.samhsa.gov) (click on "Grants" then SAMHSA Grants Management), which provides information relating to the Division of Payment Management System, HHS Division of Cost Allocation and Postaward Administration Requirements. Please use your grant number for reference.

Acceptance of this award including the "Terms and Conditions" is acknowledged by the grantee when funds are drawn down or otherwise obtained from the grant payment system.

If you have any questions about this award, please contact your Grants Management Specialist and your Government Project Officer listed in your terms and conditions.

Sincerely yours,  
Katrina Morgan  
Grants Management Officer  
Division of Grants Management  
[katrina.morgan@samhsa.hhs.gov](mailto:katrina.morgan@samhsa.hhs.gov)  
See additional information below

**SECTION I – AWARD DATA – 5H79TI087780-02**

**Award Calculation (U.S. Dollars)**

Personnel(non-research)	\$416,392
Fringe Benefits	\$160,596
Travel	\$14,000
Supplies	\$114,715
Contractual	\$26,223,921
Other	\$2,250
<b>Direct Cost</b>	<b>\$26,931,874</b>
<b>Indirect Cost</b>	<b>\$410,000</b>
<b>Approved Budget</b>	<b>\$27,341,874</b>
<b>Federal Share</b>	<b>\$27,341,874</b>
<b>Cumulative Prior Awards for this Budget Period</b>	<b>\$0</b>
<b>AMOUNT OF THIS ACTION (FEDERAL SHARE)</b>	<b>\$27,341,874</b>

SUMMARY TOTALS FOR ALL YEARS	
YR	AMOUNT
2	\$27,341,874
3	\$27,341,874

Note: Recommended future year total cost support, subject to the availability of funds and satisfactory progress of the project.

**Fiscal Information:**

CFDA Number: 93.243  
 EIN: 1546001731A1  
 Document Number: 24TI87780A  
 Fiscal Year: 2025

<b>IC</b>	<b>CAN</b>	<b>Amount</b>
TI	C96N600	\$27,341,874

IC	CAN	2025	2026
TI	C96N600	\$27,341,874	\$27,341,874

**TI Administrative Data:**

PCC: SOR-24 / OC: 4145

**SECTION II – PAYMENT/HOTLINE INFORMATION – 5H79TI087780-02**

Payments under this award will be made available through the HHS Payment Management System (PMS). PMS is a centralized grants payment and cash management system, operated by the HHS Program Support Center (PSC), Division of Payment Management (DPM). Inquiries regarding payment should be directed to: The Division of Payment Management System, PO Box 6021, Rockville, MD 20852, Help Desk Support – Telephone Number: 1-877-614-5533.

The HHS Inspector General maintains a toll-free hotline for receiving information concerning fraud, waste, or abuse under grants and cooperative agreements. The telephone number is: 1-800-HHS-TIPS (1-800-447-8477). The mailing address is: Office of Inspector General, Department of Health and Human Services, Attn: HOTLINE, 330 Independence Ave., SW, Washington, DC 20201.

**SECTION III – TERMS AND CONDITIONS – 5H79TI087780-02**

This award is based on the application submitted to, and as approved by, SAMHSA on the above-title project and is subject to the terms and conditions incorporated either directly or by reference in the following:

- a. The grant program legislation and program regulation cited in this Notice of Award.
- b. The restrictions on the expenditure of federal funds in appropriations acts to the extent those restrictions are pertinent to the award.
- c. 45 CFR Part 75 as applicable.
- d. The HHS Grants Policy Statement.
- e. This award notice, INCLUDING THE TERMS AND CONDITIONS CITED BELOW.

**Treatment of Program Income:**

Use of program income – Additive: Recipients will add program income to funds committed to the project to further eligible project objectives. Sub-recipients that are for-profit commercial organizations under the same award must use the deductive alternative and reduce their subaward by the amount of program income earned.

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**SECTION IV – TI SPECIAL TERMS AND CONDITIONS – 5H79TI087780-02**

**REMARKS**

**Federal Terms and Conditions for SAMHSA Grant Awards**

*This document outlines the federal terms and conditions applicable to your Substance Abuse and Mental Health Services Administration (SAMHSA) grant award. Please review these requirements carefully to ensure compliance throughout the life of the award.*

**Prohibited Uses of Grant Funds in Harm Reduction Activities**

SAMHSA recipients are strictly prohibited from using Federal funds, directly or indirectly, including through cost-sharing, matching funds, or subsequent reimbursement, to support so-called "harm reduction" or "safe consumption" efforts that facilitate illegal drug use.

Specifically, grant funds must not be used to purchase, distribute, or otherwise support the provision of drug paraphernalia as defined by applicable law. This includes, but is not limited to, syringes, needles, pipes, or other supplies used for the injection, inhalation, or ingestion of illicit drugs. Funds are also prohibited from being used for sterile water, saline, or ascorbic acid when intended to facilitate drug use. While these prohibitions are in effect, this does not preclude the use of grant funds for legally permissible supplies and activities that align with evidence-based practices, such as the provision of naloxone or nalmefene, fentanyl or other drug test strips, or the facilitation of referrals to treatment.

Failure to comply with any of these terms and conditions, as well as the HHS Federal grant regulations, may result in one or more enforcement actions. These actions can include the suspension or termination of the award, the withholding of future payments, and the recoupment of any misused funds. For more information on this new policy, please review the recent notice from Principal Deputy Assistant Secretary, Art Kleinschmidt, Ph.D., found on our website at [Dear Colleague Letter: Executive Order on Ending Crime and Disorder on America's Streets](#).

**Antidiscrimination Compliance Requirement**

By applying for or accepting federal funds from HHS, recipients certify compliance with all federal antidiscrimination laws and these requirements and that complying with those laws is a material condition of receiving federal funding streams. Recipients are responsible for ensuring subrecipients, contractors, and partners also comply.

**Title IX Compliance Requirement**

By accepting this award, including the obligation, expenditure, or drawdown of award funds, recipient certifies as follows:

- Recipient is compliant with Title IX of the Education Amendments of 1972, as amended, 20 USC

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1681 et seq., including the requirements set forth in Presidential Executive Order 14168 titled Defending Women From Gender Ideology Extremism and Restoring Biological Truth to the Federal Government, and Title VI of the Civil Rights Act of 1964, 42 USC 2000d et seq., and Recipient will remain compliant for the duration of the Agreement.

- The above requirements are conditions of payment that go the essence of the Agreement and are therefore material terms of the Agreement.
- Payments under the Agreement are predicated on compliance with the above requirements, and therefore Recipient is not eligible for funding under the Agreement or to retain any funding under the Agreement absent compliance with the above requirements.
- Recipient acknowledges that this certification reflects a change in the government's position regarding the materiality of the foregoing requirements and therefore any prior payment of similar claims does not reflect the materiality of the foregoing requirements to this Agreement.
- Recipient acknowledges that a knowing false statement relating to Recipient's compliance with the above requirements and/or eligibility for the Agreement may subject Recipient to liability under the False Claims Act, 31 USC 3729, and/or criminal liability, including under 18 USC 287 and 1001.

## **1. Budget and Funding Overview**

### **Award Approval**

- This Notice of Award (NoA) approves the budget submitted on January 30, 2025 & June 25 RAM response.

### **Budget Period Compliance**

- Recipients must ensure that funds are spent within the 12-month budget period specified in the Notice of Award (NoA) according to the approved budget.

## **2. Regulatory Requirements**

### **Applicable Regulatory Provisions**

- Prior to October 1, 2025, this award is subject to 45 CFR 75 except for eight flexibilities from 2 CFR 200 adopted by HHS on October 1, 2024, in Federal Register Notice 89 FR 80055. Starting on October 1, 2025, this award will be subject to any applicable provisions of 2 CFR 200 and 2 CFR 300.

### **Termination**

- Prior to October 1, 2025, this award is subject to the termination provisions at 45 CFR 75.372. Starting on October 1, 2025, this award is subject to the termination provisions at 2 CFR 200.340. Pursuant to 2 CFR 200.340, the recipient agrees by accepting this award that continued funding for the award is contingent upon the availability of appropriated funds, recipient satisfactory performance, compliance with the Terms and Conditions of the award, and to the extent authorized by law, a decision by the agency that the award continues to effectuate program goals or agency priorities.

### **Compliance with Court Orders**

- Any term or condition in this NoA, including those incorporated by reference, that HHS is enjoined by court order from imposing or enforcing shall not apply or be enforced as to any recipient or subrecipient to which that court order applies and while that court order is in effect.

### **Civil Rights Compliance Requirement**

- The Applicant hereby agrees that it will comply with Title VI of the Civil Rights Act of 1964, as amended (codified at 42 USC 2000d et seq.), and all requirements imposed by or pursuant to the Regulation of the Department of Health and Human Services (45 CFR Part 80); Section 504 of the Rehabilitation Act of 1973, as amended (codified at 29 USC 794), and all requirements imposed by

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or pursuant to the Regulation of the Department of Health and Human Services (45 CFR Part 84); Title IX of the Education Amendments of 1972, as amended (codified at 20 USC 1681 et seq.), and all requirements imposed by or pursuant to the Regulation of the Department of Health and Human Services (45 CFR Part 86); The Age Discrimination Act of 1975, as amended (codified at 42 USC 6101 et seq.), and all requirements imposed by or pursuant to the Regulation of the Department of Health and Human Services (45 CFR Part 91); and Section 1557 of the Patient Protection and Affordable Care Act, as amended (codified at 42 USC 18116), and all requirements imposed by or pursuant to the Regulation of the Department of Health and Human Services (45 CFR Part 92).

### 3. Key Personnel

#### Effort Limitations

- Total effort across all funding sources (federal and non-federal) for any individual may not exceed 100% level of effort.

#### Definition of Key Personnel

- Key Personnel are essential staff or consultants/subrecipients who must be part of the project regardless of whether they receive a salary or compensation from the project.

#### Designated Key Personnel

- For this program, the following role(s) are designated as Key Personnel:
  - o Project Director (PD)
  - o Project/Program Coordinator (PC)
  - o Data Coordinator
- The identified PD for this program is listed in item #7 Project Director or Principal Investigator on the cover page of the NoA. If the individual identified on the NoA is incorrect, you must submit a post-award amendment for a change in Key Personnel via eRA Commons.

#### Key Personnel Changes Requiring Approval

Any changes to Key Personnel, including:

- The proposal of new staff in a Key Personnel role, or
- A separation from the project for three months or longer, or
- A reduction in effort of 25% or more

**Note:** Hiring Key Personnel before receiving formal approval is at the recipient's own risk.

### 4. Reporting Requirements

*All reports must be submitted by the deadlines outlined below. Late submissions may result in additional consequences, including denial of future funding or unilateral project closeout.*

#### A. Federal Financial Report (FFR/SF-425)

- **Due:** Annually, no later than 90 days after the end of each budget period
- **Submission Method:** Via the Payment Management System (PMS)
- **Requirements:**
  - o Recipients must request appropriate PMS user access
  - o Reports sent by email or uploaded to eRA Commons will not be accepted
  - o See [Instructions for FFR Submission](#)

#### B. Programmatic Progress Report (PPR)

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- Recipients are required to submit Programmatic Progress Reports at 6 months and 12 months. The six-month reports are due no later than 30 days after the end of the second quarter (**April 30, 2026**). The twelve-month reports are due within 90 days of the end of the budget period (**December 28, 2026**).
  - **Submission Method:** Via eRA Commons
  - **Content Must Include:**
    - o Performance measure data and evaluation results
    - o Summary of key accomplishments
    - o Description of changes made during the budget period
    - o Challenges encountered and actions taken to address them

### **C. Final Reports (for Closeout)**

- **Due:** Within 120 days after the project period ends
- **Required Reports:**
  - o Final Federal Financial Report (Final FFR/SF-425) via PMS
  - o Final Progress Report (FPR) via eRA Commons
  - o Tangible Personal Property Report (Final TPPR Report SF-428-B and SF-428-S, as applicable) via eRA Commons
- **Consequences for Failure to Submit Acceptable Final Reports:**
  - o Unilateral closeout by SAMHSA
  - o Reporting recipient's material failure to comply with the terms and conditions of the Federal award in SAM.gov (Responsibility/Qualification Records)
  - o Impact on eligibility for future federal funding or other enforcement actions as appropriate (refer to 45 CFR 75.371, 2 CFR 200.339)
- **Closeout Liquidation Period:**
  - o All obligations must be liquidated no later than 120 days after the project period end date
  - o After one hundred twenty (120) days, the PMS account is automatically locked. SAMHSA does not approve payment requests after the one hundred twenty (120) day liquidation of obligations period; late drawdown requests occurring after the 120 days will be denied.
- Additional closeout information and instructions on submitting reports are available at [SAMHSA Grant Closeout](#)

## **5. Government Performance and Results Act (GPRA) Compliance**

GPRA tools are being updated to comply with Presidential Executive Orders.

## **6. Financial Management Standards**

Recipients must maintain financial systems that:

- Track sources and uses of federal funds
- Compare actual expenditures to approved budgets
- Keep federal funds separate from other funds (no commingling)
- Ensure that all costs charged to awards are:
  - o Allowable
  - o Allocable
  - o Reasonable
  - o Necessary
  - o Consistently applied in accordance with **2 CFR Part 200** and **45 CFR Part 75**

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## 7. Consequences for Noncompliance

Failure to comply with terms and conditions may result in:

- Withholding of payments
- Disallowance of costs
- Suspension or termination of the award: In accordance with the Notice of Funding Opportunity (NOFO), 2 CFR Part 200 and 45 CFR Part 75
- Denial of future funding: Remedies for noncompliance are governed by 45 CFR 75.371 and 75.372

## 8. Post Award Amendments and Responses

All responses to award terms and post award amendment requests must be submitted in eRA Commons. For instructions, see [SAMHSA Post Award Amendments](#).

## 9. Standard Terms and Conditions

The current HHS [Grants Policy Statement \(GPS\)](#) took effect July 24, 2025. Recipients are required to comply with the HHS GPS. A [revised HHS GPS](#) will take effect beginning on October 1, 2025, and will supersede the current GPS.

Your organization must comply with the **Standard Terms and Conditions** for the Fiscal Year in which your grant was awarded. Access: [SAMHSA Standard Terms and Conditions](#).

All previous terms and conditions remain in effect until specifically approved and removed by the Grants Management Officer.

### Staff Contacts:

Stephanie Peng, Program Official  
**Phone:** 240-276-1239 **Email:** [Stephanie.Peng@samhsa.hhs.gov](mailto:Stephanie.Peng@samhsa.hhs.gov)

Karen Warner, Grants Specialist  
**Phone:** 240-276-1426 **Email:** [karen.warner@samhsa.hhs.gov](mailto:karen.warner@samhsa.hhs.gov) **Fax:** 240-276-1430

# 26191 - Richmond Recovery Court - Treatment, SOR 4, Year 2 - 2026

## Contract Details

<b>Funding Opportunity:</b>	25802-SOR 4, Year 2 (FFY26) Treatment Services (not for CSBs)
<b>Program Area:</b>	Substance Use Services
<b>Status:</b>	Approved
<b>Contract Number:</b>	002
<b>Contract Template:</b>	SFA Business Associate Agreement, Attachment A (Copy and DO NOT DELETE)_FINAL
<b>Contract Title:</b>	SFA 877800209 - Richmond Recovery Court
<b>Contract Period:</b>	09/30/2025 - 09/29/2026
<b>Executed Date:</b>	
<b>Created By:</b>	Leon Soria
<b>Created Date:</b>	Nov 7, 2025 4:02 PM
<b>Last Updated By:</b>	Leon Soria
<b>Last Updated Date:</b>	Nov 7, 2025 4:02 PM

## Document Approval

Level	Approved By	Approved Date	Approval	Comments
1	Betelhem Kurylowski	Nov 10, 2025 12:49 PM	Approved	
2	Megan Nolde	Nov 20, 2025 2:12 PM	Approved	Reviewed and approved.
3	Eric Billings	Nov 21, 2025 12:55 PM	Approved	

## Signatures

Level	Signed By	Signed Date	Status	Typed Name	Typed Date	Comments
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## Contract Text

*Contract Text*

**Attachment A**  
**BUSINESS ASSOCIATE AGREEMENT**

SFA Number: 877800209

*PRIVACY AND SECURITY OF PROTECTED HEALTH INFORMATION*

**THIS BUSINESS ASSOCIATE AGREEMENT** is made as of 01/12/2026 by the Department of Behavioral Health and Developmental Services (herein referred to as "Covered Entity"), with an office at 1220 Bank Street, Richmond, VA 23219 and Richmond Recovery Court (herein referred to as "Business Associate"), a corporation, department or other entity with office at:

306 North 8th Street, Third Floor, Rm 3068

Richmond

Virginia

23219-

This BUSINESS ASSOCIATE AGREEMENT (herein referred to as the "Agreement") constitutes a non-exclusive agreement between the Covered Entity, which administers health services, and the Business Associate named above.

The Covered Entity and Business Associate have entered into this Business Associate Agreement to comply with the Health Insurance Portability and Accountability Act (HIPAA). The parties signing this Agreement shall comply fully with the provisions of the HIPAA Rules.

NOW THEREFORE, the parties, intending to be legally bound, agree as follows:

I. **Definitions:** As used in this SFA, the terms below will have the following meanings:

- a. Business Associate shall generally have the same meaning as the term "business associate" at [45 CFR 160.103](#), and in reference to the party to this agreement, shall mean Richmond Recovery Court.
- b. Covered Entity shall generally have the same meaning as the term "covered entity" at [45 CFR 160.103](#), and in reference to the party to this agreement, shall mean Department of Behavioral Health and Developmental Services.
- c. Protected Health Information (PHI): Any information that is created or received by a Covered Entity that relates to the past, present, or future physical or mental health or condition of an individual, limited to the information created or received by Business Associate from or on behalf of Covered Entity.
- d. HIPAA Rules shall mean the Privacy, Security, Breach Notification, and Enforcement Rules at [45 CFR Part 160](#) and [Part 164](#).

II. **Obligations and Activities of Business Associate:**

- a. Business Associate agrees to not use or disclose Protected Health Information other than as permitted or required by the Agreement or as required by law.
- b. Business Associate agrees to use appropriate safeguards and comply with [Subpart C of 45 C.F.R. Part 164](#) to prevent use or disclosure of the Protected Health Information other than as provided for by this Agreement.
- c. Business Associate agrees to report to Covered Entity any use or disclosure of the Protected Health Information not provided for by this Agreement of which it becomes aware, including breaches of unsecured protected health information, as required at [45 C.F.R. 164.410](#).
- d. In accordance with [45 C.F.R. 164.502\(e\)\(1\)\(ii\)](#) and [164.308\(b\)\(2\)](#), if applicable, ensure that any subcontractors that create, receive, maintain, or transmit protected health information on behalf of the Business Associate agree to the same restrictions, conditions, and requirements that apply to the Business Associate with respect to such information.
- e. Report to the Covered Entity any security incident of which it becomes aware.
- f. Business Associate shall notify the Covered Entity of a breach of unsecured PHI on the first day on which such breach is known by Business Associate or an employee, officer or agent of Business Associate other than the person committing the breach, or as soon as possible following the first day on which Business Associate or an employee, officer or agent of Business Associate other than the person committing the breach should have known by exercising reasonable diligence of such breach. Notification shall include, to the extent possible, the identification of each individual whose unsecured PHI has been, or is reasonably believed by the Business Associate to have been, accessed, acquired, used or disclosed during the breach. Business Associate shall also provide the Covered Entity with any other available information at the time Business Associate makes notification to the Covered Entity or promptly thereafter as information becomes available. Such additional information shall include (i) a brief description of what happened, including the date of the breach; (ii) a description of the types of unsecured PHI that were involved in the breach; (iii) any steps the Business Associate believes individuals should take to protect themselves from potential harm resulting from the breach; and (iv) a brief description of what Business Associate is doing to investigate the breach, mitigate harm to individuals, and protect against any future breaches.

*For purposes of this paragraph, unsecured PHI means protected health information that is not rendered unusable, unreadable, or indecipherable to unauthorized persons through the use of a technology or methodology specified by the U.S. Secretary of Health and Human Services.*

- g. Business Associate agrees to provide access, at the request of Covered Entity to Protected Health Information to Covered Entity or, as directed by Covered Entity, to an Individual in order to meet the requirements under [45 CFR 164.524](#).
- h. Business Associate agrees to make internal practices, books, and records, including policies and procedures and Protected Health Information, available to the Secretary of the U.S. Department of Health and Human Services for the purpose of determining compliance with the HIPAA Rules.
- i. Business Associate agrees to document and provide to Covered Entity such disclosures of Protected Health Information and information as would be required for Covered Entity to respond to a request by an Individual for an accounting of disclosures of Protected Health Information in accordance with [45 CFR 164.528](#).
- j. Make any amendment(s) to Protected Health Information in a designated record set as directed or agreed to by the covered entity pursuant to [45 C.F.R. 164.526](#), or take other measures as necessary to satisfy covered entity's obligations under [45 C.F.R. 164.526](#).

**III. General Use and Disclosure Provisions:**

- a. Business Associate may only use or disclose Protected Health Information as provided in the underlying Agreement
- b. Business Associate may use or disclose Protected Health Information as required by law.
- c. Business Associate agrees to make uses and disclosures and requests for Protected Health Information consistent with Covered Entity's minimum necessary policies and procedures.
- d. Business Associate may not use or disclose Protected Health Information in a manner that would violate [Subpart E of 45 CFR Part 164](#) if done by covered entity, except for the specific uses and disclosures set forth below.
- e. Business Associate may disclose Protected Health Information for the proper management and administration of the Business Associate, provided that disclosures are required by law, or Business Associate obtains reasonable assurances from the person to whom the information is disclosed that it will remain confidential and used or further disclosed only as required by law or for the purpose for which it was disclosed to the person, and the person notifies the Business Associate of any instances of which it is aware in which the confidentiality of the information has been breached.

**IV. Obligations of Covered Entity:**

- a. Covered Entity shall notify Business Associate of any limitations in its notice of privacy practices of Covered Entity in accordance with [45 CFR 164.520](#), to the extent that such limitation may affect Business Associate's use or disclosure of Protected Health Information.
- b. Covered Entity shall notify Business Associate of any changes in, or revocation of, permission by Individual to use or disclose Protected Health Information, to the extent that such changes may affect Business Associate's use or disclosure of Protected Health Information.
- c. Covered Entity shall notify Business Associate of any restriction to the use or disclosure of Protected Health Information that Covered Entity has agreed to in accordance with [45 CFR 164.522](#), to the extent that such restriction may affect Business Associate's use or disclosure of Protected Health Information.

**V. Permissible Request by Covered Entity:**

Covered Entity shall not request Business Associate to use or disclose Protected Health Information in any manner that would not be permissible under the Privacy Rule if done by Covered Entity.

**VI. Termination:**

Either party may terminate this Agreement immediately if it determines that the other party has violated a material term of this Agreement. This Agreement shall remain in effect unless terminated for cause with immediate effect, or until terminated by either party with not less than thirty (30) days prior written notice to the other party, which notice shall specify the effective date of the termination; provided, however, that any termination shall not affect the respective obligations or rights of the parties arising under this Agreement before the effective date of termination.

**VII. Effect of Termination:**

Upon termination of this Agreement for any reason, Business Associate shall return or destroy all Protected Health Information received from Covered Entity, or created or received by Business Associate on behalf of Covered Entity. This provision shall apply to Protected Health Information that is in the possession of subcontractors or agents of Business Associate. Business Associate shall retain no copies of the Protected Health Information. In the event that Business Associate determines that returning or destroying the Protected Health Information is infeasible, Business Associate shall provide to Covered Entity notification of the conditions that make return or destruction of Protected Health Information infeasible. Upon agreement that return or destruction of Protected Health Information is infeasible, Business Associate shall extend the protections of this Agreement to such Protected Health information and limit further uses and disclosures of such Protected Health Information to those purposes that make the return or destruction infeasible, for so long as Business Associate maintains such Protected Health Information.

**VIII. Amendment:**

Upon the enactment of any law or regulation affecting the use or disclosure of PHI, or the publication of any decision of a court of the United States or of this state relating to any such law, or the publication of any interpretive policy or opinion of any governmental agency charged with the enforcement of any such law or regulation, the parties shall work in good faith to amend this Agreement in such manner as is necessary to comply with such law or regulation. If the parties are unable to agree on an amendment within thirty (30) days thereafter, either of them may terminate this Agreement by written notice to the other.

**Contract Attachments**

Order By	Attachment	Description
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No Data for Table

# 26191 - Richmond Recovery Court - Treatment, SOR 4, Year 2 - 2026

## Contract Details

**Funding Opportunity:** 25802-SOR 4, Year 2 (FFY26) Treatment Services (not for CSBs)  
**Program Area:** Substance Use Services  
**Status:** Approved  
**Contract Number:** 003  
**Contract Template:** SFA Attachment F Single Audit Determination\_2024 CFR update

**Contract Title:** SFA 877800209 - Richmond Recovery Court  
**Contract Period:** 09/30/2025 - 09/29/2026  
**Executed Date:**

## Signatures

Level	Signed By	Signed Date	Status	Typed Name	Typed Date	Comments
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## Contract Text

### Contract Text

#### Attachment F Single Audit Determination

Audit of Financial Records: the Subrecipient shall comply with the audit and reporting requirements defined by the Federal Office of Management and Budget (OMB) 2CFR200 Subpart F (Audits of States, Local Governments and Non-Profit organizations) and 45 CFR 75.500 – 75.521 as applicable.

If total federal funds expended by the Subrecipient are less than \$1,000,000 within a single fiscal year, the Subrecipient is exempt from federal audit requirements (45 CFR 75.501(d)), however, the Subrecipient's records must be made available to the Pass-Through Agency and appropriate offices of HHS, SAMHSA, the US Government Accountability Office and the Comptroller General of the United States upon request.

Within 30 calendar days of the effective date of the Subrecipient Agreement, the Subrecipient must submit to the DBHDS Federal Grants Manager a certification statement of exemption to the single audit requirement (Section A.1) and complete the Federal Award Expenses Disclosure table (Section A.2).

If total federal funds expended by the Subrecipient are greater than \$1,000,000 within a single fiscal year, the Subrecipient is subject to the compliance requirements regarding federal audit as defined by 45 CFR 75 Subpart F. The Subrecipient must submit to DBHDS the certification statement that the Subrecipient is subject to the audit requirement (Section B.1) within 30 calendar days of the effective date of the Subrecipient Agreement. At such time, the Subrecipient must also provide to DBHDS the results of latest single audit performed at the Subrecipient Organization, along with any audit findings and corrective action plans resulting from such findings. If the audit included no findings, the Subrecipient must provide to DBHDS notification indicating that was the case. Pursuant to 45 CFR 75.504, the Subrecipient Organization must obtain and supply to DBHDS the single audit results annually, for the duration that the Subrecipient organization is subject to the single audit requirement.

If the Subrecipient is subject to the single audit requirement and has not previously obtained a single audit, the Subrecipient will provide to DBHDS, within 30 calendar days of the effective date of the Subrecipient Agreement, an action plan for compliance (Section B.2) with the single audit requirement. The Subrecipient Organization must document its intent to retain the services of an independent and licensed Certified Public Accountant to perform a single audit. Pursuant to 45 CFR 75.425, costs for retaining such services for the expressed purpose of performing the single audit, are allowable and allocable to the Subrecipient funding award.

#### Subrecipient Organization Information

Organization Name and Address: City of Richmond – Richmond Recovery Court, 306 North 8th Street, Third Floor, Rm 3068 Richmond, Virginia 23219

Organization FEIN: 546001556  
 Organization Unique Entity Identifier: EG4LF5GYLK81  
 Most Recent Fiscal Year End Date: 06/30/2025  
 Organization Representative Name: Ms.Letitia Shelton  
 Title: Director of Finance  
 Telephone: 804-646-7000  
 Email: Letitia.Shelton@rva.gov  
 Fax: 804-646-3738

**A.1 Single Audit Exemption Certification**

yes or Within the most recent fiscal year indicated above, I certify that the Subrecipient did not incur federal expenditures of \$1,000,000 or more for  
 no: all federal programs and is not required to have a Single Audit of federal programs in accordance with 2 CFR 200 Subpart F and 45 CFR  
 No 75 Subpart F.

**A.2 Federal Award Expenses Disclosure**

If your agency expended less than \$1,000,000 for all federal programs, see the table below for the items your organization provided during the application phase.

Subrecipient Organization Name: Richmond Recovery Court

Row	Federal Awarding Agency	Pass Through Entity (if Applicable)	Pass Through Entity Unique Entity Identifier	Subrecipient Entity Subaward Number	CFDA#	Total Expenditures incurred during the fiscal year
1						\$0.00
2						\$0.00
3						\$0.00
4						\$0.00
5						\$0.00
6						\$0.00
<i>Total</i>						\$0.00

**B.1 Single Audit Compliance Certification**

Yes or Within the most recent fiscal year, I certify that the Subrecipient incurred federal expenditures of \$1,000,000 or more for all applicable  
 No: federal programs and is required to have a single audit of federal programs in accordance with 2 CFR 200 Subpart F and 45 CFR 75  
 Yes Subpart F.

**B.2 Compliance Action (if Applicable)**

In the sections below, the Subrecipient will submit their organization's action plan for maintaining compliance with federal regulation pertaining to single audit requirements as described above. The subrecipient will propose an action plan in which a Single Audit, performed by an independent and certified public accountant, and any accompanying findings, will be provided to DBHDS. The single audit results will be provided to DBHDS no later than 90 calendar days from the effective date of the Subrecipient Agreement.

Failure to comply with the requirement may result in remedies disclosed at 45 CFR 75.371, including but not limited to: temporary withholding of funds from the Subrecipient, suspension of the subrecipient award, and debarment from future federal funding opportunities through DBHDS.

Single Audit Compliance Action Plan: No compliance findings were reported that require a corrective action plan for federal awards.

Proposed Independent Auditor Information

Firm Name and Address: CliftonLarsonAllen LLP 901 North Glebe Road, Suite 200 Arlington, VA22203  
 CPAName: John R. Kellett, CPA  
 Virginia State License Number: 0402028774  
 Telephone: 703-923-8300

Email: john.kellett@claconnect.com

Fax: 703-923-8301

**Contract Attachments**

Order By	Attachment	Description
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No Data for Table