

INTRODUCED: December 11, 2023

AN ORDINANCE No. 2023-361

To authorize the Chief Administrative Officer, for and on behalf of the City of Richmond, to accept funds in the amount of \$7,142.00 from the Virginia Opioid Abatement Authority, to amend the Fiscal Year 2023-2024 General Fund Budget by creating a new line item in the Non-Departmental agency to be called the “Hanover County OAA Project Recover Grant” line item, and to appropriate the increase to the Fiscal Year 2023-2024 General Fund Budget by increasing estimated revenues and the amount appropriated to such new line item by \$7,142.00, all for the purpose of making a grant of matching funds to Hanover County to support the Project Recover initiative funded by the Virginia Opioid Abatement Authority.

Patrons – Mayor Stoney, Ms. Lynch and Vice President Lambert

Approved as to form and legality
by the City Attorney

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

THE CITY OF RICHMOND HEREBY ORDAINS:

§ 1. That the Chief Administrative Officer, for and on behalf of the City of Richmond, is authorized to accept funds in the amount of \$7,142.00 from the Virginia Opioid Abatement Authority for the purpose of making a grant of matching funds to Hanover County to support the Project Recover initiative funded by the Virginia Opioid Abatement Authority.

AYES: 9 NOES: 0 ABSTAIN: _____

ADOPTED: JAN 8 2024 REJECTED: _____ STRICKEN: _____

§ 2. That Article I, Section 1 of Ordinance No. 2023-071, adopted May 8, 2023, which adopted a General Fund Budget for the fiscal year commencing July 1, 2023, and ending June 30, 2024, and made appropriations pursuant thereto, be and is hereby amended by creating a new line item in the Non-Departmental agency called the “Hanover County OAA Project Recover Grant” line item for the purpose of making a grant of matching funds to Hanover County to support the Project Recover initiative funded by the Virginia Opioid Abatement Authority.

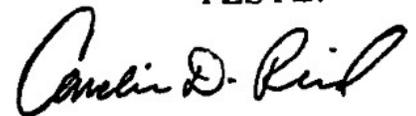
§ 3. That the funds received from the Virginia Opioid Abatement Authority are hereby appropriated to the General Fund Budget for the fiscal year commencing July 1, 2023, and ending June 30, 2024, by increasing estimated revenues by \$7,142.00, increasing the amount appropriated for expenditures by \$7,142.00, and allotting to the Hanover County OAA Project Recover Grant line item in the Non-Departmental agency the sum of \$7,142.00, for the purpose of making a grant of matching funds to Hanover County to support the Project Recover initiative funded by the Virginia Opioid Abatement Authority.

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

APPROVED AS TO FORM:

City Attorney’s Office

**A TRUE COPY:
TESTE:**



City Clerk



City of Richmond

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

Master

File Number: Admin-2023-1982

File ID: Admin-2023-1982	Type: Request for Ordinance or Resolution	Status: Regular Agenda
Version: 1	Reference:	In Control: City Clerk Waiting Room
Department:	Cost:	File Created: 12/01/2023
Subject:	Final Action:	
Title:		

Internal Notes:

Code Sections:

Agenda Date: 12/11/2023

Indexes:

Agenda Number:

Patron(s):

Enactment Date:

Attachments: Admin-2023-1982 Project Recover Agreement.pdf, Admin-2023-1982 Opioid - Hanover Budget \$7142 AATF.pdf, Admin-2023-1982 Opioid - Operational Agmt AATF (002).pdf, Admin-2023-1982 Hanover COOP Award Package.pdf

Enactment Number:

Contact:

Introduction Date:

Drafter: dominic.barrett@rva.gov

Effective Date:

Related Files:

Approval History

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

History of Legislative File

Version:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:

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

The City of Richmond partnered with our regional counterparts on two cooperative applications in the OAA’s initial application cycle; both were chosen for funding. This Ordinance speaks to one of those projects, an implementation grant of \$192,831 to expand Project Recover by placing additional Peer Recovery Specialists with first responders. Hanover County serves as the fiscal agent and lead applicant on the project. Participating localities include Richmond, Hanover County, and Chesterfield County. The localities are required to develop and execute an MOU to facilitate the project. Each participating locality is providing \$7,142 in matching funds toward the project.

The OAA also has allocated dedicated funds to all Virginia localities for their own use. Richmond was granted and will accept \$7,142 of those funds to contribute the matching dollars toward this project. As part of the funded application, the OAA has agreed to release those matching funds to Richmond. The City will then provide those funds directly to Hanover who will facilitate the funded project. This O&R request allows for the execution of an MOU, and acceptance and distribution of those matching funds.

COMMUNITY ENGAGEMENT: N/A

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

FISCAL IMPACT: \$7,142 in outside contributions will be received and paid out to Hanover County.

DESIRED EFFECTIVE DATE: Upon adoption

REQUESTED INTRODUCTION DATE: December 11th, 2023

CITY COUNCIL PUBLIC HEARING DATE: January 8th, 2024

REQUESTED AGENDA: Consent

RECOMMENDED COUNCIL COMMITTEE: None

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

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

ATTACHMENTS: Grant Award Packages and MOU

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

INTRODUCED: December 11, 2023

AN ORDINANCE No. 2023-

To authorize the Chief Administrative Officer, for and on behalf of the City of Richmond, to execute an Operational Agreement for Cooperative Partnership for Opioid Abatement Authority Award between the City of Richmond and the Counties of Hanover and Chesterfield, for the purpose of making a grant of matching funds to Hanover County to support the Project Recover initiative funded by the Virginia Opioid Abatement Authority.

Patron – Mayor Stoney

Approved as to form and legality
by the City Attorney

PUBLIC HEARING:

AT 6 P.M.

THE CITY OF RICHMOND HEREBY ORDAINS:

§ 1. That the Chief Administrative Officer, for and on behalf of the City of Richmond, be and is hereby authorized to execute an Operational Agreement for Cooperative Partnership for Opioid Abatement Authority Award between the City of Richmond and the Counties of Hanover and Chesterfield, for the purpose of making a grant of matching funds to Hanover County to support the Project Recover initiative funded by the Virginia Opioid Abatement Authority. The Operational Agreement for Cooperative Partnership for Opioid Abatement Authority Award

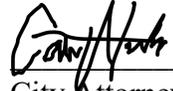
AYES: _____ NOES: _____ ABSTAIN: _____

ADOPTED: _____ REJECTED: _____ STRICKEN: _____

shall be approved as to form by the City Attorney and shall be substantially in the form of the document attached to this ordinance.

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

APPROVED AS TO FORM:



City Attorney's Office

INTRODUCED: December 11, 2023

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§ 3. That the funds received from the Virginia Opioid Abatement Authority are hereby appropriated to the General Fund Budget for the fiscal year commencing July 1, 2023, and ending June 30, 2024, by increasing estimated revenues by \$7,142.00, increasing the amount appropriated for expenditures by \$7,142.00, and allotting to the Hanover County OAA Project Recover Grant line item in the Non-Departmental agency the sum of \$7,142.00, for the purpose of making a grant of matching funds to Hanover County to support the Project Recover initiative funded by the Virginia Opioid Abatement Authority.

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

APPROVED AS TO FORM:



City Attorney's Office

Virginia Opioid Abatement Authority

August 10, 2023

James P. Taylor
Deputy County Administrator
Hanover County

Dear Mr. Taylor:

As Chairman of the Virginia Opioid Abatement Authority (OAA) I am pleased to inform you that Hanover County, acting as fiscal agent on behalf of itself, Chesterfield County, and the city of Richmond, has been awarded a grant for cooperative partnership, in a total amount of \$192,831.00 to expand Project Recover. This also includes individual distribution awards in the amount of \$7,142.00 each for Hanover, Chesterfield, and Richmond that are pledged as a match for this project.

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

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

Sincerely,



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

Virginia Opioid Abatement Authority

Letter of Award for Cooperative Partnerships

August 10, 2023

James P. Taylor
Deputy County Administrator
Hanover County
jptaylor@hanovercounty.gov

RE: Cooperative Partnership Grant Award – Expansion of Project Recover

Dear Mr. Taylor:

This letter confirms that on June 23, 2023, the Virginia Opioid Abatement Authority's (OAA) Board of Directors voted to award a total of **\$192,831.00** to Hanover County (acting as fiscal agent on behalf of itself, Chesterfield County, and the city of Richmond) for **fiscal year 2024** as a grant for cooperative partnerships to expand Project Recover. This also includes individual distribution awards in the amount of **\$7,142.00** each for Hanover, Chesterfield, and Richmond that are pledged as a match for this project. The individual distributions will be transmitted directly to the respective localities. The performance period of the grant will be **July 1, 2023, through June 30, 2024**. The award will be transmitted in a lump sum.

Attached to this letter are the Award Acceptance Form, the terms and conditions of the cooperative partnership grant, and a copy of the performance measures submitted with the application as well as any "Gold Standard" Incentive from the participating jurisdictions. A report will be due by **September 1, 2024**, regarding the performance measures and the use of the funds. The OAA will reach out to all fiscal year 2024 awardees this fall to review the reporting parameters.

Please sign and return a copy of this cover letter which includes the agreement below as well as the attached Award Acceptance Form to info@voaa.us. The OAA will be in touch if any additional information is needed to transmit the award. This grant number is COOP085403.

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

Thanks and Regards,



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

cc: Chesterfield County
Richmond

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

Additionally, I understand that before transmittal of funds that an operational agreement be effectuated among and between all parties in the cooperative partnership. Further, I understand and acknowledge that our future year projected expenses exceed the currently estimated funds available from the OAA for Cooperative Partnership projects in the fiscal agent’s region, and therefore the parties within the cooperative partnership will be prepared to assume additional shares of the total cost in order to fully fund the project in each future year. Therefore, I understand and acknowledge that the project should achieve sustainable funding without OAA assistance by FY29.

James P. Taylor
Deputy County Administrator
County of Hanover

Date

Virginia Opioid Abatement Authority Grant Award Acceptance Form

Agency Information

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

Recipient

Name:	Hanover County
Contact Person:	James P. Taylor
Title:	Deputy County Administrator
Email:	jptaylor@hanovercounty.gov
Phone Number:	804-365-6848
Fiscal Agent for Cooperative Project?	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
Name of Project:	Expansion of Project Recover
Grant Number:	COOP085403

Agency Information

Total Award Amount:	\$192,831.00	Contingent Match Total:	\$21,426.00
Individual Distribution:		Individual Distribution(s):	Hanover - \$7,142.00 Chesterfield - \$7,142.00 Richmond - \$7,142.00
"Gold Standard" Incentive:		"Gold Standard" Incentive(s):	
Cooperative Partnership:	\$192,831.00	Direct Distribution:	
Planning Grant for Individual City/County:		General Funds:	
Planning Grant for Cooperative Partnership:		Other (Describe):	

Other Contingencies

I understand that before transmittal of funds that an operational agreement be effectuated among and between all parties in the cooperative partnership. Further, I understand and acknowledge that our future year projected expenses exceed the currently estimated funds available from the OAA for Cooperative Partnership projects in the fiscal agent's region, and therefore the parties within the cooperative partnership will be prepared to assume additional shares of the total cost in order to fully fund the project in each future year. Therefore, I understand and acknowledge that the project should achieve sustainable funding without OAA assistance by FY29.

Agreement & Acceptance of Award

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

Signature:	
Printed Name:	James P. Taylor
Title:	Deputy County Administrator, Hanover County
Date:	

Virginia Opioid Abatement Authority Grant Awards Terms and Conditions

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

Opioid Abatement Authority Awards to Cooperative Projects Involving Multiple Cities and/or Counties

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

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

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

1. Definitions

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

2. Use of Funds

- a. Recipient understands and agrees that the funds disbursed under this award may only be used in compliance with *Code of Virginia §2.2-2370* and any guidance issued by the OAA regarding the foregoing.
 - i. The recipient's primary mission, the primary mission of sub-recipients, and/or the primary mission of other agencies funding a portion of the proposed program will not conflict with the OAA's mission as it is defined in *Code of Virginia §2.2-2366*.

Cooperative Projects Grant Award Terms and Conditions

- b. Recipient will determine prior to engaging in any project using this assistance that it has the institutional, managerial, and financial capability to ensure proper planning, management, and completion of such project
- c. Use of funds will be authorized by an agreement between all the partnering cities and/or counties that mirrors the intent of the application.
- d. Direct Costs ****Information regarding this item has been revised effective 2/1/2023. Please see the revision document for this grant.**
 - i. A direct cost is any cost that can be specifically identified with the proposed project that can be directly attributed to the project and/or the project's measurable activities.
 - ii. Direct costs include but are not limited to salaries, travel, equipment and supplies directly connected to the project.
 - An example of direct costs would be paying an employee to manage an Opioid Use Disorder Treatment Program.
 - iii. In accordance with Code of Virginia [§2.2-2370 \(A\) \(4\)](#), recipient may NOT use funds provided under this award to cover indirect costs
 - An example of indirect costs would be allocating a percentage of a time of a procurement officer to issue a request for proposals (RFP) for this project.
 - Loosely defined administrative costs are considered indirect costs and therefore not allowed.

3. Period of Performance

- a. Awards for cooperative regional projects will be on a fiscal year basis.
- b. Each award will be for one full fiscal year with the option for up to four one-year renewals.
- c. An application for renewal will be required from the participating partner cities and/or counties and submitted no later than April 1 of each year prior to the renewal.
- d. After a project has been renewed four times, the cooperating partner cities and/or counties will need to submit a new complete application.
- e. The initial cooperative regional projects will be awarded for Fiscal Year 2024.
- f. Beginning in FY2025, the OAA will require the fiscal agent to repay any unencumbered balances to the OAA by September 1 of the following fiscal year, unless a carryover request is submitted meeting the following conditions:
 - i. The carry-over was planned and submitted as part of the approved project budget; or

- ii. The partnership is making reasonable and measurable progress to implement its project(s) as described in the approved proposal; and
 - The “project timeline” workbook will be used to document reasonable and measurable progress.
- iii. The partnership and fiscal agent remain in compliance with the terms and conditions of the OAA.

4. Reporting

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

- a. Reporting will include financial expenditures as well as programmatic performance measures on a yearly basis.
- b. The recipient will also include reporting on expenditures and programmatic performance measures for spending related to the recipient’s direct distribution of the settlement in accordance with *Code of Virginia 2.2-2370 (A) (5)*
- c. The method for reporting to the OAA may change during a grant cycle and include usage of an online software platform.

5. Maintenance of and Access to Records; Audits

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

6. Cost Sharing

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

7. Conflicts of Interest

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

8. Compliance with Applicable Law and Regulations

a. Anti-Discrimination

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

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

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

- The recipient will not discriminate against any employee or applicant for employment because of race, religion, color, sex, national origin, age, or disability or any other basis prohibited by state law relating to discrimination in employment, except where there is a bona fide occupational qualification reasonably necessary to the normal operation of the recipient. The recipient agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause.
- The recipient, in all solicitations or advertisements for employees placed by or on behalf of the recipient, will state that such recipient is an equal opportunity employer.
- Notices, advertisements and solicitations placed in accordance with federal law, rule or regulation shall be deemed sufficient for the purpose of meeting these requirements.
- The requirements of these provisions i. and ii. are a material part of the award. If the recipient violates one of these provisions, the OAA may terminate the affected part of this award for breach, or at its option, the whole award.
- In accordance with Executive Order 61 (2017), a prohibition on discrimination by the recipient, in its employment practices, subcontracting practices, and delivery of goods or services, on the basis of race, sex, color, national origin, religion, sexual orientation, gender identity, age, political affiliation, disability, or veteran status, is hereby incorporated in this award.
- The recipient will include the provisions of i. above in every subcontract or purchase order over \$10,000, so that the provisions will be binding upon each subcontractor or vendor.

ii. The recipient will include the provisions of i. above in every subcontract or purchase order over \$10,000, so that the provisions will be binding upon each subcontractor or vendor.

b. Contractor/Subcontractor Participation in E-Verify

In compliance with *Code of Virginia* [§2.2-4308.2](#), registration and use of federal employment eligibility verification program is required as set forth below:

Cooperative Projects Grant Award Terms and Conditions

- i. For purposes of this section, "E-Verify program" means the electronic verification of work authorization program of the Illegal Immigration Reform and Immigrant Responsibility Act of 1996 (P.L. 104-208), Division C, Title IV, § 403(a), as amended, operated by the U.S. Department of Homeland Security, or a successor work authorization program designated by the U.S. Department of Homeland Security or other federal agency authorized to verify the work authorization status of newly hired employees under the Immigration Reform and Control Act of 1986 (P.L. 99-603).
- ii. Any employer with more than an average of 50 employees for the previous 12 months entering into a contract in excess of \$50,000 with any agency of the Commonwealth to perform work or provide services pursuant to such contract shall register and participate in the E-Verify program to verify information and work authorization of its newly hired employees performing work pursuant to such public contract.
- iii. Any such employer who fails to comply with the provisions of subsection B shall be debarred from contracting with any agency of the Commonwealth for a period up to one year. Such debarment shall cease upon the employer's registration and participation in the E-Verify program.

c. Ethics in Public Contracting

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

d. Immigration Reform and Control Act of 1986

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

e. Debarment Status

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

9. Remedial Actions

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

10. False Statements

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

11. Debts Owed the Opioid Abatement Fund

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

12. Disclaimer

- a. The Commonwealth of Virginia expressly disclaims any and all responsibility or liability to recipient or third persons for the actions of recipient or third persons resulting in death, bodily injury, property damages, or any other losses resulting in any way from the performance of this award or any other losses resulting in any way from the performance of this award or any contract, or subcontract under this award.
- b. The acceptance of this award by the recipient does not in any way establish an agency relationship between the Commonwealth and the recipient.

13. Protections for Whistleblowers

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

14. Requirement to report potentially duplicative funding

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

15. Additional monitoring requirements

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

16. Travel policy

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

17. Award Amendments

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

- a. At all times, regardless of any amendment, the cooperative partnership must remain in compliance with the OAA's terms and conditions.
- b. A cooperative partnership of cities and/or counties may appropriate additional revenue that it receives for any approved project. In this event the OAA shall be notified of the change using forms approved by the OAA.
- c. A cooperative partnership of cities and/or counties may initiate line-item budget transfers within a project without seeking approval from the OAA.

18. Delegation of responsibility

OAA awards for cooperative projects shall have a performance period of one year with the option of four, one-year renewals. Recipients must submit yearly renewal applications. Carryover of funds from FY2024 to FY2025 will be automatic. In subsequent years, carryover requests will need approval from the OAA or remaining balances will be repaid to the OAA. Reporting will be on a yearly basis for this first award cycle, due September 1, 2024 on forms prescribed by the OAA. Grant funds, including state and city or county match, may be expended and/or obligated during the grant award period of performance. Recipients may only charge to the award allowable costs incurred during this grant award period.

19. Performance and obligation periods

OAA awards for cooperative projects shall have a performance period of one year with the option of four, one-year renewals. Recipients must submit yearly renewal applications. Carryover of funds from FY2024 to FY2025 will be automatic. In subsequent years, carryover requests will need approval from the OAA or remaining balances will be repaid to the OAA. Reporting will be on a yearly basis for this first award cycle, due September 1, 2024 on forms prescribed by the OAA. Grant funds, including state and city or county match, may be expended and/or obligated during the grant award period of performance. Recipients may only charge to the award allowable costs incurred during this grant award period.

20. Limitation on the use of funds to approved activities

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

21. Procurement

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

Reporting Requirements and Projected Due Dates

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

Opioid Abatement Authority Awards to Cooperative Projects Involving Multiple Cities and/or Counties

Reporting Requirements

By accepting the accompanying grant award, the recipient is agreeing to submit a yearly financial report for this grant throughout the grant period, as well as final reports to close the grant. No eligible current recipient of funding will be considered for renewal of funding if the recipient is not in compliance with the OAA's requirements at the time of renewal. For good cause, submitted in writing by the grant recipient, OAA may waive this provision.

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

- FINANCIAL REPORTS– Financial reports are due by September 1st of each year for the preceding fiscal year. Forms are due even if no expenditures occurred during the year. If the due date falls on a weekend or non-business day, the report is due on the next business day. For financial reporting questions, email info@voaa.us.
- PERFORMANCE REPORTS – Performance reports that include the performance measures agreed upon in the award are due by September 1st of each year for the preceding fiscal year. This report will also include a narrative of the progress the program has made during the period.
- BUDGET AMENDMENTS - Each year during the renewal period, the recipient will have the opportunity to amend the current fiscal year's funding and request the next fiscal year's funding. If a cooperative partnership need to request an off-cycle amendment, those requests will be handled on a case-by-case basis.
- GRANT CLOSEOUT: The recipient has up to 90 days from the end of the award period to liquidate any unpaid obligations and submit a final report. The end of the award period occurs when the optional renewal years have been exhausted or if the cooperative partnership elects to sunset the project during the renewal cycle. The liquidation period exists to allow projects time to receive final invoices and make final payments -- no new obligations may be incurred during this period. Closeout questions should be directed to info@voaa.us.

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

Operational Agreement for Cooperative Partnership for Opioid Abatement Authority Award

This Operational Agreement for Cooperative Partnership for Opioid Abatement Authority Award (“Agreement”) is entered into on the 1st day of January 2024 by the County of Chesterfield, the County of Hanover, and the City of Richmond (the “Partners”).

WHEREAS, the Partners developed and jointly submitted an application (“the Application”) for cooperative partnership funding from the Virginia Opioid Abatement Authority (OAA), namely for Project Recover Expansion (the “Cooperative Partnership”), which includes the following objectives:

- To continue to bridge the gap between first responders, including emergency medical services (“EMS”), law enforcement (“LE”), hospital emergency departments (“ED”), and treatment and recovery communities in Central Virginia and thereby create a continuum of services to members of the community suffering with substance use disorder (“SUD”) following initial contact with EMS, LE and/or EDs;
- To connect individuals with SUD with recovery and treatment services to:
 - (a) reduce the demand for illegal substances, the number of overdoses, and the number of overdose deaths; and,
 - (b) through the use of certified Peer Recovery Specialists (“PRS”), reduce the stigma associated with SUD in the aftermath of emergency response; and
- To increase the staffing resources available to the Partners through the addition of one working supervisor (50% administrative and 50% response) and two certified PRSs; and

WHEREAS, the OAA approved the Application; and

WHEREAS, the Partners now intend to formalize the Cooperative Partnership;

NOW THEREFORE, the Partners hereto do mutually agree as follows:

1. TERM

The Term of this Agreement shall begin on January 1, 2024, and shall remain in effect until June 30, 2024. Should the OAA renew the award for the Cooperative Partnership for fiscal year 2025, this Agreement shall automatically renew on July 1, 2024, for an additional one-year term. Automatic renewals shall continue on an annual basis with each OAA award renewal until June 30, 2028, unless or until the Partners agree not to request a renewal of the award, or the OAA declines to renew the award.

2. FISCAL AGENT

The County of Hanover shall serve as the fiscal agent for the Cooperative Partnership. The fiscal agent shall receive and manage all funding awarded by the OAA directly to the Cooperative Partnership. The Partners shall transmit to the fiscal agent all portions of their direct distributions of funds from the settlement administrator and/or individual distributions awarded by the OAA that have been pledged to the Cooperative Partnership, including funds associated with any renewal of funding by the OAA for fiscal year 2025 or thereafter, within sixty (60) days of fund receipt from OAA, and the fiscal agent shall receive and manage those funds as well. The fiscal agent shall be responsible for ensuring proper fiscal management of and accounting for all grant money awarded to the Cooperative Partnership, and for submitting all reports required by the OAA, including but not limited to, financial reports, performance reports, budget amendments, and grant closeout final reports, on behalf of the Cooperative Partnership. The partners may make additional agreements related to the fiscal relationship as may be necessary.

3. USE OF GRANT FUNDS

All funds distributed to the Cooperative Partnership from the OAA shall only be used in compliance with Virginia Code § 2.2-2370 and any guidance issued by the OAA regarding the same. All funds the OAA distributes to the Cooperative Partnership shall only be used in compliance with the Virginia Opioid Abatement Authority

Grant Awards Terms and Conditions for Awards to Cooperative Projects Involving Multiple Cities and/or Counties. Additionally, the Partners agree that the primary mission of the Cooperative Partnership shall not conflict with the OAA's mission as it is defined in Virginia Code § 2.2-2366.

All funds the OAA awards to the Cooperative Partnership shall be used only for expenses related to the objectives listed on pages 1 and 2 of this Agreement and as outlined in the Application, included herein as Exhibit 1. All funds awarded to the Cooperative Partnership shall be used only for direct costs that can be specifically identified and attributed to the Cooperative Project and/or the Cooperative Project's measurable activities.

4. STANDARDS OF PARTNERSHIP EFFORTS

The Partners shall collaborate to establish policies, guidelines, and standards for implementation of any and all parts of the Cooperative Partnership. Such policies, guidelines, and standards shall be documented and revised by agreement of the Partners as necessary. The Partners shall follow all policies, guidelines, and standards established by the Cooperative Partnership when undertaking any action related to, or implementing any and all parts of the Cooperative Partnership.

5. BUDGET FOR COOPERATIVE PARTNERSHIP

No Partner's purchase or expenditure made in furtherance of the Cooperative Partnership shall exceed the budget and revenue matches outlined in the Application (included herein as Exhibit 1). The Partners shall present any proposed budget or revenue match modification to the fiscal agent, who shall request the Partners' review and written approval or rejection of the modification within fifteen (15) days of its request. No modification or amendment shall be effective without the Partners' unanimous written agreement.

6. PURCHASES

The fiscal agent shall enter into a contract for services with Imagine the Freedom for services to be performed in furtherance of the Cooperative Partnership by a working supervisor and two certified Peer

Recovery Specialists (“PRS”), as outlined in Exhibit 1. The working supervisor and two certified PRSs shall be employees or contractors of Imagine the Freedom and shall not be considered the Partners’ employees or contractors. The Partners agree to distribute funds via the fiscal agent to Imagine the Freedom for such services, as specified in Exhibit 1.

The Cooperative Partnership shall use a competitive grant or bid process for purchasing any goods or services other than those provided by Imagine the Freedom in furtherance of the Cooperative Partnership. In such instance, the fiscal agent shall be responsible for pursuing such process and shall ensure that any procurement contract is consistent with the procurement standards set forth in the Virginia Public Procurement Act, Virginia Code § 2.2-4300 *et seq.*

7. REPORTING

The Partners shall provide all performance data, financial data, and any other data and information related to the Cooperative Partnership at the fiscal agent’s request to support the Cooperative Partnership’s reporting obligations.

8. AUDITS

The Partners shall maintain full and accurate records with respect to all matters covered under this Agreement and any terms or conditions imposed by the OAA in relation to the Cooperative Partnership. Upon reasonable notice in writing, the fiscal agent shall have the right to inspect and audit each Partner’s records, and each Partner shall provide the fiscal agent access to all its records which relate directly or indirectly to this Agreement and the Cooperative Partnership at each Partner’s place of business during regular business hours. The Partners agree to retain all records pertaining to this Agreement and the Cooperative Partnership and shall make them available to the fiscal agent upon request for five (5) complete calendar years following expiration of this Agreement. The Partners agree to provide such assistance as may be necessary to facilitate the fiscal agent’s inspection or audit to ensure compliance with applicable standards.

The Partners shall have the right, upon reasonable notice, to review the fiscal agent's records with respect to all matters covered under this Agreement and to any terms or conditions imposed on the fiscal agent by the OAA in relation to the Cooperative Partnership.

If an inspection or audit pursuant to this section discloses that the fiscal agent's expenditure of grant funds are not consistent with the objectives of the Cooperative Partnership, not in compliance with Virginia Code § 2.2-2370 and any guidance issued by the OAA, or not in compliance with the terms and conditions of this Agreement, the provisions of Sections 9 and 11 of the VOAA Grant Awards Terms and Conditions ("Terms and Conditions") shall apply. The Terms and Conditions are attached hereto as Exhibit 2.

9. COMPLIANCE WITH LAW AND POLICY

The Partners shall at all times comply with all applicable laws, rules, regulations, and ordinances. Each Partner shall work within its jurisdiction's policies and mandates. Nothing contained in this Agreement shall supersede the statutes, rules, employer policies, and regulations that govern each Partner. To the extent that any provision of this Agreement is inconsistent with any such statute, rule, employer policy, or regulation, the statute, rule, employer policy, or regulation shall prevail.

10. WAIVER

The failure of any Partner to enforce any of the provisions of this Agreement, or any rights with respect hereto, will in no way be considered a waiver of such provisions or rights, and in no way will it affect the validity of this Agreement. The failure of any Partner to enforce any of such provisions or rights will not prejudice such Partner from later enforcing or exercising the same or any other provisions or rights which it may have under this Agreement.

11. INSURANCE/RISK MANAGEMENT

12. The Partners shall be responsible for their own risk management of their employees and property related to the Cooperative Partnership. **ENFORCEMENT**

This Agreement shall be governed by and construed in accordance with the laws of the Commonwealth of Virginia, without reference to its conflict of law provisions. Exclusive jurisdiction and venue for any litigation arising out of or involving this Agreement shall be in the Circuit Court of Hanover County.

13. NOTIFICATION

All notices required by this Agreement shall be directed to the following for each Partner:

Hanover County		Chesterfield County	
Name:		Name:	
Title:		Title:	
Address:		Address:	
Phone:		Phone:	
Email:		Email:	
City of Richmond			
Name:			
Title:			
Address:			
Phone:			
Email:			

14. TRANSFER AND ASSIGNMENT

The Partners shall not, voluntarily or involuntarily, by operation of law or otherwise, transfer or assign this Agreement or any rights hereunder.

ENTIRE AGREEMENT

The terms of this Agreement constitute the entire agreement of the Partners relating to the subject matter hereof. All prior negotiations, representations and agreements relating to the subject matter hereof between the Partnership are merged herein. This Agreement may be modified or amended only by written instrument executed by all Partners.

This Agreement is not intended to amend any existing contracts or other agreements between or among the Partners.

IN WITNESS WHEREOF, the Partners have executed this Agreement effective as of January 1, 2024.

**HANOVER COUNTY,
VIRGINIA**

By: _____

Name: _____

Title: _____

Date: _____

**CHESTERFIELD COUNTY,
VIRGINIA**

By: _____

Name: _____

Title: _____

Date: _____

**RICHMOND,
VIRGINIA**

By: _____

Name: _____

Title: _____

Date: _____

Exhibit 1 – Grant Application and Budget

Virginia Opioid Abatement Authority Application for Awards for Cooperative Projects Involving Cities and Counties

1. Contact Information

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

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

Hanover County	Jim Taylor	PO Box 470, Hanover VA 23069	804-365-6848	jptaylor@hanovercounty.gov
Chesterfield County	James Worsley	PO Box40 Chesterfield, VA 23832	804-748-1212	WorsleyJ@chesterfield.gov
City of Richmond	Reggie Gordon	900 E. Broad St Richmond, VA 23219	804-646-1872	Reginald.Gordon@rva.gov

2. Fiscal Agent

- a. One of the participating cities or counties must serve as the fiscal agent for the cooperative project. The fiscal agent will be responsible for ensuring compliance with both financial and programmatic reporting requirements on behalf of the cooperative partnership.
- b. City/County Serving as Fiscal Agent: Hanover County City County
- c. Physical address: 7516 County Complex Road, Hanover VA 23069
- d. Mailing address: PO Box 470, Hanover, VA 23069
(if different than physical address)
- e. Contact Person for this application
 - i. Name: Jim Taylor
 - ii. Job Title: Deputy County Administrator

iii. Office Phone: 804-365-6848 Cell Phone: 804-239-4144

iv. Email: jptaylor@hanovercounty.gov

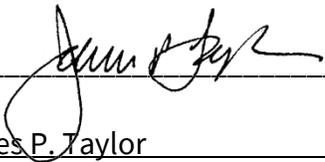
3. Agreements

- a. Attach a copy of the cooperative partnership agreement between the participating cities and/or counties for the project. The agreement should also designate the city or county selected as fiscal agent for the cooperative project. A SAMPLE agreement is available here.
 - i. If any participating city and/or county elects to allocate a portion of its Individual Distribution from the OAA to this regional project, the Cooperative Partnership Agreement should clearly document the commitment and amount.

4. Signature

Signature section must be completed by a person designated with signatory authority in the MOU/MOA noted in Part 3.a of this application.

"I swear or affirm that all information contained in and attached to this application is true to the best of my knowledge."

Signature 

Print Name James P. Taylor

Title Deputy County Administrator

Date 5/4/23

5. Project Proposal

Complete the information below for the project the cooperative partnership is requesting to be funded.

a. Is this project:

A new effort for the participating cities/counties.

A proposed supplement or enhancement to a project or effort that is already in place.

How long has the project existed? Since 2021

A combination of enhancing an existing project/effort with new components.

How long has the project existed?

- b. Provide a brief narrative description of the proposed project including the requested term (1-5 years).

PROJECT RECOVER currently provides five Certified Peer Recovery Specialists (PRS) to support individuals in the counties of Chesterfield and Hanover, and in the City of Richmond, suffering with substance use disorders that result in treatment by Emergency Medical Services (EMS) or contact with law enforcement. All too often, once EMS and law enforcement have addressed the immediate trauma of an overdose incident and have left the scene to respond to the next call from the community, the victim is left without sustainable treatment and recovery options. PROJECT RECOVER's goal is to help fill this gap by providing individuals in need with immediate support from a peer who has overcome similar challenges and has gained real-world knowledge of the ongoing process of treatment and recovery. The Peer Recovery Specialists provide a handbook with resources and help guide the individual through the process of obtaining those resources. They also provide a continuum of long-term support or the individual as they navigate through treatment and recovery. The Peer Recovery Specialists also provide education and training to Central Virginia community members, including law enforcement, about how to provide proper support for those suffering with substance use disorders.

PROJECT RECOVER's partners in this community-based initiative include its sub-grantee. Imagine the Freedom Recovery Foundation, Chesterfield County Fire & EMS, Hanover County Sheriff's Office, Richmond Ambulance Authority, the Richmond Police Department, and Bon Secours. The Certified Peer Recovery Specialists are embedded within these partner organizations and will respond to overdoses with their partner agencies.

PROJECT RECOVER was developed to address the gap in services described above, as identified by the Central Virginia Overdose Working Group (CVOWG). It was created to eliminate the siloed structure of the substance use arena by bringing experts from multiple fields together to discuss issues, identify gaps, and develop solutions to the overdose epidemic in Central Virginia

This grant application proposes to add three additional positions: a working Supervisor (50% admin./50% response) and two Certified Peer Recovery Specialists to the current organization, thus providing additional support and capacity to respond to calls and also to begin to serve local hospitals (9 additional hospitals planned), including hospitals in Henrico County.

The requested term of this project is 5 years.

- c. Describe the objectives of this project.

The purpose of PROJECT RECOVER is to continue to bridge the gap between first responders, including emergency medical services ("EMS"), law enforcement ("LE") and hospital emergency departments ("ED"), and treatment and recovery communities in Central Virginia and thereby create a continuum of services to members of the community suffering with substance use disorder ("SUD") following initial contact with EMS, LE and/or EDs.

The overall goal of PROJECT RECOVER is to connect individuals with SUD with recovery and treatment services to: (a) reduce the demand for illegal substances, the number of overdoses, and the number of

overdose deaths: and, (b) through the use of certified Peer Recovery Specialists ("PRs"), reduce the stigma associated with SUD in the aftermath of emergency response.

Peer support workers are people who have been successful in the recovery process who help others experiencing similar situations. Through shared understanding, respect, and mutual empowerment, peer support workers help people become and stay engaged in the recovery process and reduce the likelihood of relapse.

<https://www.samhsa.gov/brss-tacs/recovery-support-tools/peers>

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

In 2022 there was a total of 4,097 drug overdoses in the largest four localities of metro-Richmond, including 2,289 opioid overdoses (Va Dept. of Health). Based on preliminary projections, 536 of these will be fatalities (472 opioid deaths). The number of opioid overdoses increased slightly from the prior year (2,249).

According to the Office of National Drug Control Policy (ONDCP), the National Drug Control Strategy uses the latest evidence and research to promote public health and public safety approaches that address SUD, reduce the consequences associated with it, and help Americans recover from SUD. PROJECT RECOVER parallels this strategy with stakeholders in EMS, LE, EDs, public health, SUD recovery and SUD treatment. PROJECT RECOVER addresses an identified gap in the drug crisis response, namely the need to immediately connect individuals suffering with SUD identified through EMS, LE and EDs with ongoing recovery services. Often, while these individuals are working with law enforcement, they ask for help with their SUD. Without help, some of these individuals return to substance abuse. PROJECT RECOVER also helps bridge the gap for those individuals, through the support of PRs, who can help them navigate treatment and recovery services.

Additionally, many people suffering with SUD do not trust law enforcement. PRs are better able to communicate with such individuals and help to bridge the gap between LE and citizens suffering with SUD. The PRs can also participate in ongoing prevention efforts in the Central Virginia area, including working with Silent No More, which conducts presentations for middle and high school students, their parents, and the community about the dangers of substance use and abuse and help stop these problems before they start.

e. Who are the targeted beneficiaries, and how many persons are expected to participate per year?

For the current year to date (November 2022 to April 2023), PROJECT RECOVER has served 549 people (Chesterfield 99, Richmond Ambulance Authority 145, Richmond Police 95, Hanover Sheriff 8, Bon Secours 162). Peer follow-up contacts at 30 days and 90 days has been 317. From November 2022 to April 2023, 1/3 of the initial contacts were engaged at 30 days. Only 2 people during this timeframe were rearrested. 581 people have been engaged through outreach, community meetings and trainings. 516 Naloxone kits have been distributed.

The average current caseload per Certified Peer Recovery Specialist is approximately 20/week. It is anticipated that the addition of one working Program Supervisor and two Certified Peer Recovery Specialists would allow PROJECT RECOVER to serve approximately 300 more individuals directly per year and 300 more individuals indirectly. The additional staff would allow for more timely contact and follow up, and will also

allow the program to expand to hospital emergency rooms at nine additional Bon Secours emergency rooms (there are currently two).

f. Briefly describe (name or organization, description of role, budget, etc.) the organization(s), including any sub-recipients or contractors (if known) that will be involved in this project.

Attach any contracts and/or memoranda of understanding/agreement. If not fully executed, a draft or a narrative describing the scope of services may suffice.

PROJECT RECOVER is a program component of Imagine the Freedom Recovery Foundation. The mission of Imagine The Freedom Foundation is to reduce the negative impact of substance use disorder on the individual, the family, and the community through advocacy, stigma reduction, and authentic peer and recovery support services.

PROJECT RECOVER currently has a memorandum of understanding with Henrico County. Additional MOUs will be executed by the other three localities in the near future and before expending any funds from the grant.

g. Is the project classified as evidence-based?

Yes

No

If yes, attach supporting information to this application.

h. Is the project classified as evidence-informed?

Yes

No

If yes, attach supporting information to this application.

i. Has this project been certified or credentialed by a state/federal government agency, or other organization/non-profit?

Yes

No

If yes, attach supporting information to this application.

j. Has this project received any awards or recognition?

Yes

√ No

If yes, attach supporting information to this application.

k. Does this project have components other than opioid-related treatment as defined?

No, it is 100% related to opioid treatment

Yes, there are other substances involved

If yes, what is the approximate percentage of the project that covers opioid-related abatement (i.e., 20% of the patients who seek services have opioid-related disorders)?

Estimated 90% opioid related disorders

l. Attach a budget for that minimally includes FY2024 with line-item details for the project. If carry-over of OAA funds from FY2024 into FY2025 is expected, include this in the line-item budget. If there is intention to renew the funding (maximum of 4 renewals), include the projected budget for each subsequent fiscal year.

i. If a city or county in the cooperative partnership is allocating any of its Direct Distributions and/or any of its Individual Distributions from the OAA to this cooperative project, include line items for each as funding sources for the project.

m. Complete and attach the project timeline workbook for the project minimally for FY2024. If there is intention to renew the funding (maximum of 4 renewals), complete the timeline for each subsequent fiscal year.

n. Complete and attach the performance measurement workbook for the project minimally for FY2024. If there is intention to renew the funding (maximum of 4 renewals), include the complete the performance measures for each subsequent fiscal year.

o. *(Optional)* Attach any additional narrative materials explaining the project, along with any research, data, plans, letters of support, articles, or other items that may assist the OAA Board of Directors in making an award decision for this project.

COOPERATIVE GRANT APPLICATION - REGIONAL INITIATIVE TO EXPAND PROJECT RECOVER

Category	Amount	Notes
Personnel		
Certified Peer Recovery Specialists (2)	\$ 90,022.00	Hourly rate \$22.72
Certified Peer Recovery Supervisor (1)	\$ 65,000.00	Exempt employee salary
Benefits	\$ -	- Existing staff do not have benefits
Payroll (fica, workers comp, etc.)	\$ 15,502.20	
Equipment		
Laptop	\$ 7,500.00	\$2500 each
Cell phone	\$ 3,300.00	\$1100 each
Cell plan	\$ 3,600.00	\$1200/year each
Mileage	\$ 7,605.00	Mileage: 100 miles/week x \$0.585/mile x 52 weeks = 3,042 x 2 and \$1,521 (50% for supervisor)
Training	\$ 2,250.00	
Contractor Expense	\$ 19,477.92	Project Management, HR, Finance & Accounting, Legal, IT, Facilities
Total	\$ 214,257.12	
Match 10%	\$ 21,425.71	Divided by 3 localities
Grant request	\$ 192,831.41	

Virginia Opioid Abatement Authority Grant Awards Terms and Conditions

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

Opioid Abatement Authority Awards to Cooperative Projects Involving Multiple Cities and/or Counties

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

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

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

1. Definitions

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

2. Use of Funds

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

completion of such project

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

3. Period of Performance

- a. Awards for cooperative regional projects will be on a fiscal year basis.
- b. Each award will be for one full fiscal year with the option for up to four one-year renewals.
- c. An application for renewal will be required from the participating partner cities and/or counties and submitted no later than April 1 of each year prior to the renewal.
- d. After a project has been renewed four times, the cooperating partner cities and/or counties will need to submit a new complete application.
- e. The initial cooperative regional projects will be awarded for Fiscal Year 2024.
- f. Beginning in FY2025, the OAA will require the fiscal agent to repay any unencumbered balances to the OAA by September 1 of the following fiscal year, unless a carryover request is submitted meeting the following conditions:
 - i. The carry-over was planned and submitted as part of the approved project budget; or

- ii. The partnership is making reasonable and measurable progress to implement its project(s) as described in the approved proposal; and
 - The “project timeline” workbook will be used to document reasonable and measurable progress.
- iii. The partnership and fiscal agent remain in compliance with the terms and conditions of the OAA.

4. Reporting

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

- a. Reporting will include financial expenditures as well as programmatic performance measures on a yearly basis.
- b. The recipient will also include reporting on expenditures and programmatic performance measures for spending related to the recipient’s direct distribution of the settlement in accordance with *Code of Virginia* [2.2-2370 \(A\) \(5\)](#)
- c. The method for reporting to the OAA may change during a grant cycle and include usage of an online software platform.

5. Maintenance of and Access to Records; Audits

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

6. Cost Sharing

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

7. Conflicts of Interest

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

8. Compliance with Applicable Law and Regulations

a. Anti-Discrimination

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

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

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

- The recipient will not discriminate against any employee or applicant for employment because of race, religion, color, sex, national origin, age, or disability or any other basis prohibited by state law relating to discrimination in employment, except where there is a bona fide occupational qualification reasonably necessary to the normal operation of the recipient., The recipient agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause.
- The recipient, in all solicitations or advertisements for employees placed by or on behalf of the recipient, will state that such recipient is an equal opportunity employer.
- Notices, advertisements and solicitations placed in accordance with federal law, rule or regulation shall be deemed sufficient for the purpose of meeting these requirements.
- The requirements of these provisions i. and ii. are a material part of the award. If the recipient violates one of these provisions, the OAA may terminate the affected part of this award for breach, or at its option, the whole award.
- In accordance with Executive Order 61 (2017), a prohibition on discrimination by the recipient, in its employment practices, subcontracting practices, and delivery of goods or services, on the basis of race, sex, color, national origin, religion, sexual orientation, gender identity, age, political affiliation, disability, or veteran status, is hereby incorporated in this award.
- The recipient will include the provisions of i. above in every subcontract or purchase order over \$10,000, so that the provisions will be binding upon each subcontractor or vendor.

ii. The recipient will include the provisions of i. above in every subcontract or purchase order over \$10,000, so that the provisions will be binding upon each subcontractor or vendor.

b. Contractor/Subcontractor Participation in E-Verify

In compliance with *Code of Virginia* [§2.2-4308.2](#), registration and use of federal employment eligibility verification program is required as set forth below:

- i. For purposes of this section, "E-Verify program" means the electronic verification of work authorization program of the Illegal Immigration Reform and Immigrant Responsibility Act of 1996 (P.L. 104-208), Division C, Title IV, § 403(a), as amended, operated by the U.S. Department of Homeland Security, or a successor work authorization program designated by the U.S. Department of Homeland Security or other federal agency authorized to verify the work authorization status of newly hired employees under the Immigration Reform and Control Act of 1986 (P.L. 99-603).
- ii. Any employer with more than an average of 50 employees for the previous 12 months entering into a contract in excess of \$50,000 with any agency of the Commonwealth to perform work or provide services pursuant to such contract shall register and participate in the E-Verify program to verify information and work authorization of its newly hired employees performing work pursuant to such public contract.
- iii. Any such employer who fails to comply with the provisions of subsection B shall be debarred from contracting with any agency of the Commonwealth for a period up to one year. Such debarment shall cease upon the employer's registration and participation in the E-Verify program.

c. Ethics in Public Contracting

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

d. Immigration Reform and Control Act of 1986

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

e. Debarment Status

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

9. Remedial Actions

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

10. False Statements

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

11. Debts Owed the Opioid Abatement Fund

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

12. Disclaimer

- a. The Commonwealth of Virginia expressly disclaims any and all responsibility or liability to recipient or third persons for the actions of recipient or third persons resulting in death, bodily injury, property damages, or any other losses resulting in any way from the performance of this award or any other losses resulting in any way from the performance of this award or any contract, or subcontract under this award.
- b. The acceptance of this award by the recipient does not in any way establish an agency relationship between the Commonwealth and the recipient.

13. Protections for Whistleblowers

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

14. Requirement to report potentially duplicative funding

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

15. Additional monitoring requirements

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

16. Travel policy

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

17. Award Amendments

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

- a. At all times, regardless of any amendment, the cooperative partnership must remain in compliance with the OAA's terms and conditions.
- b. A cooperative partnership of cities and/or counties may appropriate additional revenue that it receives for any approved project. In this event the OAA shall be notified of the change using forms approved by the OAA.
- c. A cooperative partnership of cities and/or counties may initiate line-item budget transfers within a project without seeking approval from the OAA.

18. Delegation of responsibility

OAA awards for cooperative projects shall have a performance period of one year with the option of four, one-year renewals. Recipients must submit yearly renewal applications. Carryover of funds from FY2024 to FY2025 will be automatic. In subsequent years, carryover requests will need approval from the OAA or remaining balances will be repaid to the OAA. Reporting will be on a yearly basis for this first award cycle, due September 1, 2024 on forms prescribed by the OAA. Grant funds, including state and city or county match, may be expended and/or obligated during the grant award period of performance. Recipients may only charge to the award allowable costs incurred during this grant award period.

19. Performance and obligation periods

OAA awards for cooperative projects shall have a performance period of one year with the option of four, one-year renewals. Recipients must submit yearly renewal applications. Carryover of funds from FY2024 to FY2025 will be automatic. In subsequent years, carryover requests will need approval from the OAA or remaining balances will be repaid to the OAA. Reporting will be on a yearly basis for this first award cycle, due September 1, 2024 on forms prescribed by the OAA. Grant funds, including state and city or county match, may be expended and/or obligated during the grant award period of performance. Recipients may only charge to the award allowable costs incurred during this grant award period.

20. Limitation on the use of funds to approved activities

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

21. Procurement

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