

INTRODUCED: September 9, 2024

AN ORDINANCE No. 2024-227

To authorize the Chief Administrative Officer, for and on behalf of the City of Richmond, to accept funds in the amount of \$482,711.00 from the Virginia Opioid Abatement Authority, to amend the Fiscal Year 2024-2025 Special Fund Budget by creating certain new special funds for the Department of Neighborhood and Community Services, and to appropriate the increase to the Fiscal Year 2024-2025 Special Fund Budget by increasing estimated revenues and the total amount appropriated to the Department of Neighborhood and Community Services' new special funds by \$482,711.00, for the purpose of creating a resource map to combat the opioid crisis.

Patrons – Mayor Stoney, Ms. Newbille and Ms. Robertson

Approved as to form and legality
by the City Attorney

PUBLIC HEARING: SEP 23 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 total amount of \$482,711.00 from the Virginia Opioid Abatement Authority for the purpose of creating a resource map to combat the opioid crisis.

§ 2. That Article I, Section 2 of Ordinance No. 2024-099, adopted May 13, 2024, which adopted the Special Fund Budget for the fiscal year commencing July 1, 2024, and ending June 30, 2025, be and is hereby amended by creating the following new special funds for the

AYES: 9 NOES: 0 ABSTAIN: _____

ADOPTED: SEP 23 2024 REJECTED: _____ STRICKEN: _____

Department of Neighborhood and Community Services:

- (a) OAA Peer Recovery Services Special Fund;
- (b) OAA Youth Prevention Services Special Fund; and
- (c) OAA Harm Reduction Vending Machines.

§ 3. That the funds received from the Virginia Opioid Abatement Authority are hereby appropriated to the Special Fund Budget for the fiscal year commencing July 1, 2024, and ending June 30, 2025, by increasing estimated revenues by \$482,711.00, increasing the amount appropriated for expenditures by \$482,711.00, and allotting to the Department of Neighborhood and Community Services' special funds created by section 1 of this ordinance in the following amounts:

- (a) OAA Peer Recovery Services Special Fund.....\$250,000.00;
- (b) OAA Youth Prevention Services Special Fund.....\$85,000.00; and
- (c) OAA Harm Reduction Vending Machines.....\$147,711.00,

for the purpose of creating a resource map to combat the opioid crisis.

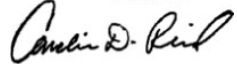
§4. This ordinance shall be in force and effect upon adoption.

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-2024-0781

File ID: Admin-2024-0781

Type: Request for Ordinance or Resolution

Status: Regular Agenda

Version: 1

Reference:

In Control: City Clerk Waiting Room

Department:

Cost:

File Created: 07/19/2024

Subject:

Final Action:

Title:

Internal Notes:

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Agenda Date: 09/09/2024

Indexes:

Agenda Number:

Patron(s):

Enactment Date:

Attachments: Admin-2024-0781 Virginia Opioid Abatement Authority Grant Award Ordinance AATF, Admin-2024-0781 Virginia Opioid Abatement Authority Grant Award Project Proposal Summaries, Admin-2024-0781 Virginia Opioid Abatement Authority Grant Award Peer Recovery Award Package AATF, Admin-2024-0781 Virginia Opioid Abatement Authority Grant Award Youth Prevention Award Package AATF, Admin-2024-0781 Virginia Opioid Abatement Authority Grant Award Harm Reduction Vending Machines Award Package AATF

Enactment Number:

Contact:

Introduction Date:

Drafter:

Effective Date:

Related Files:

Approval History

Version	Seq #	Action Date	Approver	Action	Due Date
1	1	7/19/2024	Traci DeShazor	Approve	7/22/2024
1	2	7/22/2024	Meghan Brown	Disapprove	7/22/2024
Notes: I have disapproved of this draft because in the purpose section it states "\$487,711" while everywhere else in the document it indicates \$482,711. Therefore it is off by \$5,000. Additionally, can you please add to the fiscal impact statement whether or not there is any city match requirement, and if there is one then where are the matching funds located and budgeted.					
1	3	7/22/2024	Traci DeShazor	Approve	7/23/2024
1	4	7/22/2024	Meghan Brown	Approve	7/23/2024
1	5	7/23/2024	Sheila White	Approve	7/23/2024
1	6	7/23/2024	Cynthia Osborne - FYI	Notified - FYI	
1	7	7/24/2024	Sabrina Joy-Hogg	Approve	7/24/2024
1	8	8/20/2024	Jeff Gray	Approve	8/21/2024
Notes: Approved: Out of Office					
1	9	8/21/2024	Lincoln Saunders	Approve	8/28/2024
1	10	8/29/2024	Mayor Stoney	Approve	9/4/2024

History of Legislative File

Ver- sion:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:
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Text of Legislative File Admin-2024-0781

City of Richmond
Intracity Correspondence

O&R Transmittal

DATE: Friday, June 21, 2024

TO: The Honorable Members of City Council

THROUGH: The Honorable Levar M. Stoney, Mayor

THROUGH: J.E. Lincoln Saunders, Chief Administrative Officer

THROUGH: Sabrina Joy-Hogg, DCAO for Finance and Administration

THROUGH: Sheila White, Director of Finance

THROUGH: Meghan Brown, Acting Director of Budget and Strategic Planning

THROUGH: Traci DeShazor, DCAO for Human Services

FROM: J.D. Ratliff, Policy Advisor

RE: To accept and appropriate funds from the Virginia Opioid Abatement Authority in the total amount of \$482,711.00.

ORD. OR RES. No.

PURPOSE: To authorize the Chief Administrative Officer to accept funds in the amount of \$482,711.00 from the Virginia Opioid Abatement Authority, and to amend the Fiscal Year 2025 Special Fund Budget by creating three new special funds for the Department of Neighborhood and Community Services named the (i) OAA Peer Recovery Services Special Fund, (ii) the OAA Youth Prevention Services Special Fund, and (iii) the OAA Harm Reduction Vending Machines Special Fund, and to appropriate the increase to the Fiscal Year 2025 Special Fund Budget by increasing estimated revenues and the amount appropriated to the Department of Neighborhood and Community Services' OAA Peer Recovery Services Special Fund, the OAA Youth Prevention Services Special Fund, and the OAA Harm Reduction Vending Machines Special Fund by \$482,711 as set forth below for the purpose of supporting the City's efforts to combat the opioid crisis. The three special funds shall be distributed as follows:

- 1) “OAA Peer Recovery Services Special Fund,” in the total amount of \$250,000;
- 2) “OAA Youth Prevention Services Special Fund,” in the total amount of \$85,000; and
- 3) “OAA Harm Reduction Vending Machines Special Fund,” in the total amount of \$147,711

BACKGROUND: Virginia’s Opioid Abatement Authority is an independent body, the purpose of which is to abate and remediate the opioid epidemic in the Commonwealth through financial support from the Fund, in the form of grants, donations, or other assistance, for efforts to treat, prevent, and reduce opioid use disorder and the misuse of opioids in the Commonwealth. The Virginia Opioid Abatement Authority has an annual application cycle for Virginia localities to propose projects to draw down funds from their allotted individual funds. On May 31, 2024, the City of Richmond was notified by the Virginia Opioid Abatement Authority that three individual distribution projects proposed by the City were approved at their proposed funding value for fiscal year 2025.

An award of \$147,711 has been granted to the City of Richmond for harm reduction vending machines (HRVM). HRVM will provide naloxone -an opioid overdose reversal drug, fentanyl test strips, personal hygiene, and first aid products to City residents who are not connected to harm reduction services or who are likely to witness or experience an opioid overdose. Harm reduction vending machines are evidenced based and studies demonstrate a decrease in overdoses in localities that offer them. The harm reduction vending machines will serve as a low barrier option by making harm reduction services more accessible to those who may have difficulty accessing traditional health services due to stigma, location, transportation, and/or scheduling conflicts.

An award of \$85,000 has been granted to the City of Richmond for a youth-focused prevention campaign which will draw from existing evidence-based programs tailored for the Richmond community. The effort will be led by the City’s Opioid Response Coordinator with support and guidance from an interagency opioid task force and will rely on a multimedia communications campaign to reach the target audience of youth aged 13-24. The prevention campaign will focus on educating adolescents and teenagers regarding the deadly risks associated with counterfeit pills containing fentanyl and emphasizing the critical importance of never consuming pills obtained outside of a legitimate pharmacy setting. The Opioid Response Coordinator will partner with internal youth-focused agencies

at the City of Richmond including but not limited to: Office of Children and Families, Mayor's Youth Academy, Department of Justice Services, and Department of Parks, Recreation, and Community Facilities to identify youth to participate in the design and implementation of the program. A marketing consulting firm will be engaged to assist with the effort and to monitor its effectiveness. Youth prevention campaigns are an evidenced based practice for opioid remediation.

An award of \$250,000 has been granted to the City of Richmond to provide subgrants to integrate Peer Recovery Specialists into areas such as emergency response, detox, treatment, recovery, and other facilities to enhance the continuum of care for individuals affected by opioid use disorder. Subgrantee organizations will be chosen through a competitive and transparent application process. A peer recovery specialist is a self-identified person with lived experience with a mental health and/or addiction condition who is in successful and ongoing recovery from mental health and/or addiction challenges. Peer Recovery Specialists use their lived experience to support another person's recovery journey. Investing in Peer Recovery Specialists is an evidenced based approach to opioid remediation.

With adoption of this ordinance, the Administration will ensure that all funds will go toward approved uses in compliance with the National Opioid Settlement and the Virginia Opioid Abatement Authority. Additionally, adoption of this ordinance approves all tasks associated with the appropriation of these funds.

COMMUNITY ENGAGEMENT: Proposals were informed by significant stakeholder engagement over more than 12 months and developed with direct input and support from external agencies and subject matter experts on the Richmond Opioid Task Force.

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

FISCAL IMPACT: The total amount of this award is \$482,711.00. There is no city match requirement.

DESIRED EFFECTIVE DATE: Upon adoption

REQUESTED INTRODUCTION DATE: September 9, 2024

CITY COUNCIL PUBLIC HEARING DATE: September 23, 2024

REQUESTED AGENDA: Consent agenda

RECOMMENDED COUNCIL COMMITTEE: Finance and Economic Development

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

RELATIONSHIP TO EXISTING ORD. OR RES.: Res. No. 2018-R094; Ord. No. 2021-234; Res. No. 2021-R078; Resolution 2022-R013; Res. No. 2023-R010; Ord. No. 2023-293; Ord. No. 2024-099

ATTACHMENTS: Virginia Opioid Abatement Authority Summary of Grant Recommendations to OAA Grants Committee; FY25 City of Richmond Virginia Opioid Abatement Authority Proposal Summaries

STAFF: Dominic Barrett, Strategic Projects and Grants Advisor, 804-646-5861,

dominic.barrett@rva.gov <<mailto:dominic.barrett@rva.gov>>

Michael Fatula, Opioid Response Coordinator, 804-944-7291, Michael.fatula@rva.gov

<<mailto:Michael.fatula@rva.gov>>



VIRGINIA OPIOID ABATEMENT AUTHORITY

701 E. Franklin St, Ste 803, Richmond, VA 23219 | 804-500-1810 | info@voaa.us | www.voaa.us

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[Dr. James Thompson,](#)
MD
Master Center for
Addiction Medicine

July 11, 2024

Richmond City
Dominic Barrett
Strategic Projects and Grants Advisor
900 East Broad Street
Richmond, Virginia 23219
dominic.barrett@rva.gov

Dear Mr. Barrett,

As Chairman of the Virginia Opioid Abatement Authority (OAA) I am pleased to inform you that the City of Richmond has been awarded an Individual Distribution grant in the amount of \$250,000.00 to support its Subgrants for Peer Integration 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 the City of Richmond's Subgrants for Peer Integration project have the potential to exemplify how we can work together to turn the tide of the opioid crisis in Virginia.

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

Sincerely,

A handwritten signature in blue ink, appearing to read "Todd", is written over a light blue horizontal line.

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



VIRGINIA OPIOID ABATEMENT AUTHORITY

AWARD ACCEPTANCE PACKAGE

701 E. Franklin St, Ste 803, Richmond, VA 23219 | 804-500-1810 | info@voaa.us | www.voaa.us

July 11, 2024

Richmond City
Dominic Barrett
Strategic Projects and Grants Advisor
900 East Broad Street
Richmond, Virginia 23219
dominic.barrett@rva.gov

RE: Individual Distribution - Subgrants for Peer Integration

This letter confirms that on May 23, 2024, the Virginia Opioid Abatement Authority's (OAA) Grants Committee voted to award **\$250,000.00** as an Individual Distribution grant to The City of Richmond for **fiscal year 2025** to the Subgrants for Peer Integration project. The performance period for fiscal year 2025 is **July 1, 2024 - June 30, 2025**. The award will be transmitted in a lump sum.

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

An annual report will be due by September 1, 2025, regarding the performance measures, timeline, and the use of the funds.

Please sign and return a copy of this award package to info@voaa.us. The OAA will be in touch if any additional information is needed to transmit the award. This grant number is **IDIC760401-0A02**.

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

Thanks and Regards,

A handwritten signature in black ink, appearing to be "CL", written over a white background.

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



OAA Award Financial Details

	FY2024	FY2025
Total Project Cost	\$0.00	\$250,000.00
Total Non-OAA Funds	\$0.00	\$0.00
Total OAA Awards	\$0.00	\$250,000.00

Awardee City or County
Richmond City

Project Title:	Subgrants for Peer Integration	Grant Number:	IDIC760401-0A02
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OAA Grant Award(s)		
OAA Grant Type(s)	FY2024	FY2025
Individual Distribution	\$0.00	\$250,000.00
Gold Standard	\$0.00	\$0.00
Individual Distribution Carry Forward	\$0.00	\$0.00
Gold Standard Carry Forward	\$0.00	\$0.00
Individual Planning	\$0.00	\$0.00
Unrestricted Support	\$0.00	\$0.00
Total OAA Grant Award(s)	\$0.00	\$250,000.00

Non-OAA Matching Funds		
Non-OAA Matching Type(s)	FY2024	FY2025
Direct Distribution	\$0.00	\$0.00
General Funds	\$0.00	\$0.00
Other Grants	\$0.00	\$0.00
Donations	\$0.00	\$0.00
Other Funds [Description]	\$0.00	\$0.00
Total Non-OAA Matching Funds	\$0.00	\$0.00
Non-OAA Matching Funds are not awarded by OAA, however their inclusion in an OAA award designates them a contingent revenue for the awarded project.		

Contingencies and Signature Accepting Award

On behalf of the City of Richmond and as the recipient of this award, I am cognizant of and agree to the terms and conditions as fully set out in the document entitled *Virginia Opioid Abatement Authority Grant Award Terms and Conditions for Individual Distributions to Cities and Counties*. More specifically, I acknowledge my obligations under said document with respect to the "Use of Funds" in Section 2, to refrain from "False Statements" as described in Section 10, not to misuse the award and thus incur a debt as described in Section 11 and agree to use the award only for the purposes described in the application and/or award as set out in Section 20. Should the 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.

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.

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

Date

Approved As to Form
 Caitlin Weston, Assistant City Attorney



VIRGINIA OPIOID ABATEMENT AUTHORITY PERFORMANCE MEASURES WORKBOOK INDIVIDUAL DISTRIBUTION APPLICATIONS

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

Name of City/County: Richmond City

Project Name: Peer Specialist RFP

Project #3

Enter the applicable measures for this project (number of people projected to participate) under the corresponding FY.

		Required if requesting funds in FY24 <u>FY24</u>	Required if requesting funds in FY25 <u>FY25</u>	Required based on numer of renewal years proposed.		
				<u>FY26</u>	<u>FY27</u>	<u>FY28</u>
<u>Prevention/Education/Awareness Efforts</u>						
1	No. of children, infant to 5 years old, participating in prevention/education programming					
2	No. children, elementary school age, participating in prevention/education programming					
3	No. of children, middle school age, participating in prevention/education programming					
4	No. of children, high school age, participating in prevention/education programming					
5	No. adults from the general public participating in prevention/education programming					
6	No. of pregnant and/or nursing women participating in prevention/education programming					
7	No. of teachers participating in prevention/education programming					
8	No. of health care professionals participating in prevention/education programming					
9	No. of law enforcement officers participating in prevention/education programming					
10	No. of court-related professionals participating in prevention/education programming					
11	No. of key officials / policy makers participating in prevention/education programming					
<u>Efforts Directed Toward Pregnant / Nursing Women with Substance Use Disorders</u>						
12	No. of pregnant / nursing women completing some form of detox					
13	No. of pregnant / nursing women tested for communicable diseases					
14	No. of pregnant / nursing women testing positive for communicable diseases					
15	No. of pregnant / nursing women connected to treatment for communicable diseases					
16	No. of pregnant / nursing women connected to therapeutic counseling services					
17	No. of pregnant / nursing women connected to MOUD					
18	No. of pregnant / nursing women connected to professional mental health care					
19	No. of pregnant / nursing women connected to peer supports					
20	No. of pregnant / nursing women connected to housing					
21	No. of pregnant / nursing women connected to childcare					
22	No. of pregnant / nursing women connected to education or job training					
23	No. of pregnant / nursing women connected to a job / employment					
24	No. of babies with neonatal abstinence syndrome treated					



VIRGINIA OPIOID ABATEMENT AUTHORITY PERFORMANCE MEASURES WORKBOOK INDIVIDUAL DISTRIBUTION APPLICATIONS

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

Name of City/County: Richmond City

Project Name: Peer Specialist RFP

Project #3

Enter the applicable measures for this project (number of people projected to participate) under the corresponding FY.

Required if
requesting funds
in FY24

Required if
requesting funds in
FY25

Required based on number of renewal years proposed.

FY24

FY25

FY26

FY27

FY28

Efforts Directed Toward Children with Substance Use Disorders

25	No. of children (up to age 18) completing some form of detox				
26	No. of children (up to age 18) connected to therapeutic counseling services				
27	No. of children (up to age 18) connected to MOUD				
28	No. of children (up to age 18) connected to professional mental health care				
29	No. of children (up to age 18) connected to peer supports				
30	No. of children (up to age 18) tested for communicable diseases				
31	No. of children (up to age 18) testing positive for communicable diseases				
32	No. of children (up to age 18) connected to treatment for communicable diseases				

Efforts Directed Toward Individuals with SUD who are Criminal Justice Involved

33	No. of individuals receiving SUD screening while incarcerated				
34	No. of individuals completing some form of detox while incarcerated				
35	No. of individuals tested for communicable diseases while incarcerated				
36	No. of individuals testing positive for communicable diseases while incarcerated				
37	No. of individuals connected to treatment for communicable diseases while incarcerated				
38	No. of individuals provided SUD therapeutic counseling while incarcerated				
39	No. of individuals provided Medication Assisted Treatment for SUD while incarcerated				
40	No. of individuals provided professional mental health care while incarcerated				
41	No. of individuals connected to peer supports while incarcerated				
42	No. of individuals provided with education or job training while incarcerated				
43	No. of individuals incarcerated provided with an SUD-specific release plan				
44	No. of individuals diverted from incarceration to treatment				
45	No. of individuals diverted from incarceration to housing				
46	No. of individuals connected to SUD therapeutic counseling while on monitored release				
47	No. of individuals connected to MOUD while on monitored release				



VIRGINIA OPIOID ABATEMENT AUTHORITY PERFORMANCE MEASURES WORKBOOK INDIVIDUAL DISTRIBUTION APPLICATIONS

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Name of City/County: Richmond City

Project Name: Peer Specialist RFP

Project #3

Enter the applicable measures for this project (number of people projected to participate) under the corresponding FY.

	Required if requesting funds in FY24	Required if requesting funds in FY25	Required based on numer of renewal years proposed.		
	<u>FY24</u>	<u>FY25</u>	<u>FY26</u>	<u>FY27</u>	<u>FY28</u>
48 No. of individuals enrolled into court approved SUD-related deferred adjudication					
49 No. of individuals successfully completing the terms of SUD-related deferred adjudication					
50 No. of drug court participants enrolled					
51 No. of drug court participants graduated					
<u>Efforts Directed Toward Adults with SUD who are not incarcerated or pregnant/nursing</u>					
52 No. of adults completing some form of detox					
53 No. of adults tested for communicable diseases					
54 No. of adults testing positive for communicable diseases					
55 No. of adults connected to treatment for communicable diseases					
56 No. of adults connected to therapeutic counseling services					
57 No. of adults connected to MOUD					
58 No. of adults connected to professional mental health care					
59 No. of adults connected to peer supports		150			
60 No. of adults connected to housing					
61 No. of adults connected to childcare					
62 No. of adults connected to education or job training					
63 No. of adults connected to a job / employment		4			
<u>Harm Reduction Efforts</u>					
64 No. of people engaged during harm prevention outreach efforts					
65 No. of Naloxone kits distributed to at-risk individuals					
66 No. of Fentanyl test kits distributed to at-risk individuals					
67 No. of clean syringe exchanges conducted					
68 Reported No. of overdoses reversed					



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

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

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

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

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

1. Definitions

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

2. Use of Funds

- a. Recipient understands and agrees that the funds disbursed under this award may only be used in compliance with *Code of Virginia §2.2-2370*, any OAA regulations, and guidance issued by the OAA regarding the foregoing.
 - i. The recipient's primary mission, the primary mission of sub-recipients, and/or the primary mission of other agencies funding a portion of the proposed program will not conflict with the OAA's mission as it is defined in *Code of Virginia §2.2-2366*.
- b. Recipient will determine prior to engaging in any project using this assistance that it has the institutional, managerial, and financial capability to ensure proper planning, management, and completion of such project.
- c. Direct Costs
 - i. A direct cost is any cost that can be specifically identified with the proposed project that can be directly attributed to the project and/or the project's measurable activities.
 - ii. Direct costs include but are not limited to salaries, travel, equipment, and supplies directly connected to the project.
 1. An example of direct costs would be paying an employee to manage an Opioid Use Disorder Treatment Program.
 - iii. In accordance with *Code of Virginia §2.2-2370 (A) (4)*, recipient may NOT use funds provided under this award to cover indirect costs



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

3. Period of Performance

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

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



- e. After the first two fiscal years (FY2023 & FY2024), if a city or county does not apply for all of its Individual Distribution, or if the application is not approved, the Individual Distribution will remain available for award to the city or county upon the receipt and approval of an application, until the end of the following fiscal year's application period. For example, if a city or county has funding allocated for FY2025, the city or county has until April 1, 2025, to submit a proposal for the use of those funds.

4. Reporting

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

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

5. Maintenance of and Access to Records; Audits

- a. The recipient hereby agrees to retain all books, records, and other documents relative to this award for five (5) years after final payment, or until final payment period is audited by the Commonwealth of Virginia, whichever is sooner.
- b. The recipient hereby agrees to also retain all books, records, and other documents relative to this award in accordance with the Virginia Public Records Act *Code of Virginia §42.1-76* et seq.
- c. The OAA, its authorized agents, and/or State auditors shall have full access to and the right to examine any of said materials during said period.



- d. The recipient hereby agrees to comply with all reporting and auditing requirements related to these funds as set forth by the Auditor of Public Accounts.
- e. The recipient agrees to forward a copy to the OAA of the recipient's audited financial statements for the fiscal year that covers the grant award period.

6. Cost Sharing

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

7. Conflicts of Interest

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

8. Compliance with Applicable Law and Regulations

a. Anti-Discrimination

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

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

- i. During the performance of this award, the recipient agrees as follows:
 - 1. The recipient will not discriminate against any employee or applicant for employment because of race, religion, color, sex, national origin, age, or disability or any other basis prohibited by state law relating to discrimination in employment, except where there is a bona fide occupational qualification reasonably necessary to the normal operation of the recipient., The recipient agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause.
 - 2. The recipient, in all solicitations or advertisements for employees placed by or on behalf of the recipient, will state that such recipient is an equal opportunity employer.
 - 3. Notices, advertisements and solicitations placed in accordance with federal law, rule or regulation shall be deemed sufficient for the purpose of meeting these requirements.
 - 4. The requirements of these provisions i. and ii. are a material part of the award. If the recipient violates one of these provisions, the OAA may terminate the affected part of this award for breach, or at its option, the whole award.



5. In accordance with Executive Order 61 (2017), a prohibition on discrimination by the recipient, in its employment practices, subcontracting practices, and delivery of goods or services, on the basis of race, sex, color, national origin, religion, sexual orientation, gender identity, age, political affiliation, disability, or veteran status, is hereby incorporated in this award.

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

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

b. Contractor/Subcontractor Participation in E-Verify

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

i. For purposes of this section, “E-Verify program” means the electronic verification of work authorization program of the Illegal Immigration Reform and Immigrant Responsibility Act of 1996 (P.L. 104-208), Division C, Title IV, § 403(a), as amended, operated by the U.S. Department of Homeland Security, or a successor work authorization program designated by the U.S. Department of Homeland Security or other federal agency authorized to verify the work authorization status of newly hired employees under the Immigration Reform and Control Act of 1986 (P.L. 99-603).

ii. Any employer with more than an average of 50 employees for the previous 12 months entering into a contract in excess of \$50,000 with any agency of the Commonwealth to perform work or provide services pursuant to such contract shall register and participate in the E-Verify program to verify information and work authorization of its newly hired employees performing work pursuant to such public contract.

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

c. Ethics in Public Contracting

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

d. Immigration Reform and Control Act of 1986

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

e. Debarment Status

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



9. Remedial Actions

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

10. False Statements

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

11. Debts Owed the Opioid Abatement Fund

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

12. Disclaimer

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

13. Protections for Whistleblowers

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



14. Requirement to Report Potentially Duplicative Funding.

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

15. Additional Monitoring Requirements

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

16. Travel Policy

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

17. Award Amendments

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

- a. At all times regardless of any amendment the city or county must remain in compliance with the OAA's terms and conditions.
- b. A city or county may appropriate additional revenue that it receives for any approved project. In this event the OAA shall be notified of the change using forms approved by the OAA.
- c. A city or county may reduce its appropriated amount for a project without increasing the appropriation to another approved project. The OAA shall be notified of the change on forms approved by the OAA.
- d. A city or county may initiate line-item budget transfers within a project without approval from the OAA.
- e. A city or county may transfer funds between approved projects as long as the total amount appropriated for all of its OAA-approved projects does not change.
- f. If a city or county would like to propose a new project, it has two options:
 - i. Submit the new proposed project as part of the annual budget cycle; or
 - ii. Request special consideration outside the normal grant cycle on forms approved by the OAA.

18. Delegation of Responsibility

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



19. Performance and Obligation Periods

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

20. Limitation on the Use of Funds to Approved Activities

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

21. Procurement

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



VIRGINIA OPIOID ABATEMENT AUTHORITY

701 E. Franklin St, Ste 803, Richmond, VA 23219 | 804-500-1810 | info@voaa.us | www.voaa.us

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MD
Master Center for
Addiction Medicine

July 11, 2024

Richmond City
Dominic Barrett
Strategic Projects and Grants Advisor
900 East Broad Street
Richmond, Virginia 23219
dominic.barrett@rva.gov

Dear Mr. Barrett,

As Chairman of the Virginia Opioid Abatement Authority (OAA) I am pleased to inform you that the City of Richmond has been awarded an Individual Distribution grant in the amount of \$85,000.00 to support its Youth Prevention Campaign.

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

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

Sincerely,

A handwritten signature in blue ink, appearing to read "Todd", is written over a light blue horizontal line.

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



VIRGINIA OPIOID ABATEMENT AUTHORITY

AWARD ACCEPTANCE PACKAGE

701 E. Franklin St, Ste 803, Richmond, VA 23219 | 804-500-1810 | info@voaa.us | www.voaa.us

July 11, 2024

Richmond City
Dominic Barrett
Strategic Projects and Grants Advisor
900 East Broad Street
Richmond, Virginia 23219
dominic.barrett@rva.gov

RE: Individual Distribution - Youth Prevention Campaign

This letter confirms that on May 23, 2024, the Virginia Opioid Abatement Authority's (OAA) Grants Committee voted to award **\$85,000.00** as an Individual Distribution grant to the City of Richmond for **fiscal year 2025** to the Youth Prevention Campaign. The performance period for fiscal year 2025 is **July 1, 2024 - June 30, 2025**. The award will be transmitted in a lump sum.

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

An annual report will be due by September 1, 2025, regarding the performance measures, timeline, and the use of the funds.

Please sign and return a copy of this award package to info@voaa.us. The OAA will be in touch if any additional information is needed to transmit the award. This grant number is **IDIC760401-0A03**.

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

Thanks and Regards,

A handwritten signature in black ink, appearing to be "CL", written over a white background.

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



OAA Award Financial Details

	FY2024	FY2025
Total Project Cost	\$0.00	\$85,000.00
Total Non-OAA Funds	\$0.00	\$0.00
Total OAA Awards	\$0.00	\$85,000.00

Awardee City or County
Richmond City

Project Title:	Youth Prevention Campaign	Grant Number:	IDIC760401-0A03
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OAA Grant Award(s)		
OAA Grant Type(s)	FY2024	FY2025
Individual Distribution	\$0.00	\$85,000.00
Gold Standard	\$0.00	\$0.00
Individual Distribution Carry Forward	\$0.00	\$0.00
Gold Standard Carry Forward	\$0.00	\$0.00
Individual Planning	\$0.00	\$0.00
Unrestricted Support	\$0.00	\$0.00
Total OAA Grant Award(s)	\$0.00	\$85,000.00

Non-OAA Matching Funds		
Non-OAA Matching Type(s)	FY2024	FY2025
Direct Distribution	\$0.00	\$0.00
General Funds	\$0.00	\$0.00
Other Grants	\$0.00	\$0.00
Donations	\$0.00	\$0.00
Other Funds [Description]	\$0.00	\$0.00
Total Non-OAA Matching Funds	\$0.00	\$0.00

Non-OAA Matching Funds are not awarded by OAA, however their inclusion in an OAA award designates them a contingent revenue for the awarded project.

Contingencies and Signature Accepting Award

On behalf of the City of Richmond and as the recipient of this award, I am cognizant of and agree to the terms and conditions as fully set out in the document entitled *Virginia Opioid Abatement Authority Grant Award Terms and Conditions for Individual Distributions to Cities and Counties*. More specifically, I acknowledge my obligations under said document with respect to the "Use of Funds" in Section 2, to refrain from "False Statements" as described in Section 10, not to misuse the award and thus incur a debt as described in Section 11 and agree to use the award only for the purposes described in the application and/or award as set out in Section 20. Should the 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.

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.

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

Date

Approved As to Form
 Caitlin Weston, Assistant City Attorney



VIRGINIA OPIOID ABATEMENT AUTHORITY PERFORMANCE MEASURES WORKBOOK INDIVIDUAL DISTRIBUTION APPLICATIONS

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

Name of City/County: Richmond City

Project Name: Youth Prevention Campaign

Project #2

Enter the applicable measures for this project (number of people projected to participate) under the corresponding FY.

		Required if requesting funds in FY24 <u>FY24</u>	Required if requesting funds in FY25 <u>FY25</u>	Required based on number of renewal years proposed.		
				<u>FY26</u>	<u>FY27</u>	<u>FY28</u>
<u>Prevention/Education/Awareness Efforts</u>						
1	No. of children, infant to 5 years old, participating in prevention/education programming					
2	No. children, elementary school age, participating in prevention/education programming					
3	No. of children, middle school age, participating in prevention/education programming					
4	No. of children, high school age, participating in prevention/education programming		6,000			
5	No. adults from the general public participating in prevention/education programming		4000			
6	No. of pregnant and/or nursing women participating in prevention/education programming					
7	No. of teachers participating in prevention/education programming					
8	No. of health care professionals participating in prevention/education programming					
9	No. of law enforcement officers participating in prevention/education programming					
10	No. of court-related professionals participating in prevention/education programming					
11	No. of key officials / policy makers participating in prevention/education programming					
<u>Efforts Directed Toward Pregnant / Nursing Women with Substance Use Disorders</u>						
12	No. of pregnant / nursing women completing some form of detox					
13	No. of pregnant / nursing women tested for communicable diseases					
14	No. of pregnant / nursing women testing positive for communicable diseases					
15	No. of pregnant / nursing women connected to treatment for communicable diseases					
16	No. of pregnant / nursing women connected to therapeutic counseling services					
17	No. of pregnant / nursing women connected to MOUD					
18	No. of pregnant / nursing women connected to professional mental health care					
19	No. of pregnant / nursing women connected to peer supports					
20	No. of pregnant / nursing women connected to housing					
21	No. of pregnant / nursing women connected to childcare					
22	No. of pregnant / nursing women connected to education or job training					
23	No. of pregnant / nursing women connected to a job / employment					
24	No. of babies with neonatal abstinence syndrome treated					



VIRGINIA OPIOID ABATEMENT AUTHORITY PERFORMANCE MEASURES WORKBOOK INDIVIDUAL DISTRIBUTION APPLICATIONS

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

Name of City/County: Richmond City

Project Name: Youth Prevention Campaign

Project #2

Required if requesting funds in FY24	Required if requesting funds in FY25
<u>FY24</u>	<u>FY25</u>

Required based on number of renewal years proposed.

<u>FY26</u>	<u>FY27</u>	<u>FY28</u>	
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Enter the applicable measures for this project (number of people projected to participate) under the corresponding FY.

	<u>Efforts Directed Toward Children with Substance Use Disorders</u>			
25	No. of children (up to age 18) completing some form of detox			
26	No. of children (up to age 18) connected to therapeutic counseling services			
27	No. of children (up to age 18) connected to MOUD			
28	No. of children (up to age 18) connected to professional mental health care			
29	No. of children (up to age 18) connected to peer supports			
30	No. of children (up to age 18) tested for communicable diseases			
31	No. of children (up to age 18) testing positive for communicable diseases			
32	No. of children (up to age 18) connected to treatment for communicable diseases			
	<u>Efforts Directed Toward Individuals with SUD who are Criminal Justice Involved</u>			
33	No. of individuals receiving SUD screening while incarcerated			
34	No. of individuals completing some form of detox while incarcerated			
35	No. of individuals tested for communicable diseases while incarcerated			
36	No. of individuals testing positive for communicable diseases while incarcerated			
37	No. of individuals connected to treatment for communicable diseases while incarcerated			
38	No. of individuals provided SUD therapeutic counseling while incarcerated			
39	No. of individuals provided Medication Assisted Treatment for SUD while incarcerated			
40	No. of individuals provided professional mental health care while incarcerated			
41	No. of individuals connected to peer supports while incarcerated			
42	No. of individuals provided with education or job training while incarcerated			
43	No. of individuals incarcerated provided with an SUD-specific release plan			
44	No. of individuals diverted from incarceration to treatment			
45	No. of individuals diverted from incarceration to housing			
46	No. of individuals connected to SUD therapeutic counseling while on monitored release			
47	No. of individuals connected to MOUD while on monitored release			



VIRGINIA OPIOID ABATEMENT AUTHORITY PERFORMANCE MEASURES WORKBOOK INDIVIDUAL DISTRIBUTION APPLICATIONS

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

Name of City/County: Richmond City

Project Name: Youth Prevention Campaign

Project #2

Enter the applicable measures for this project (number of people projected to participate) under the corresponding FY.

	Required if requesting funds in FY24 <u>FY24</u>	Required if requesting funds in FY25 <u>FY25</u>	Required based on number of renewal years proposed.		
			<u>FY26</u>	<u>FY27</u>	<u>FY28</u>
48 No. of individuals enrolled into court approved SUD-related deferred adjudication					
49 No. of individuals successfully completing the terms of SUD-related deferred adjudication					
50 No. of drug court participants enrolled					
51 No. of drug court participants graduated					
<u>Efforts Directed Toward Adults with SUD who are not incarcerated or pregnant/nursing</u>					
52 No. of adults completing some form of detox					
53 No. of adults tested for communicable diseases					
54 No. of adults testing positive for communicable diseases					
55 No. of adults connected to treatment for communicable diseases					
56 No. of adults connected to therapeutic counseling services					
57 No. of adults connected to MOUD					
58 No. of adults connected to professional mental health care					
59 No. of adults connected to peer supports					
60 No. of adults connected to housing					
61 No. of adults connected to childcare					
62 No. of adults connected to education or job training					
63 No. of adults connected to a job / employment					
<u>Harm Reduction Efforts</u>					
64 No. of people engaged during harm prevention outreach efforts					
65 No. of Naloxone kits distributed to at-risk individuals					
66 No. of Fentanyl test kits distributed to at-risk individuals					
67 No. of clean syringe exchanges conducted					
68 Reported No. of overdoses reversed					



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

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

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

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

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

1. Definitions

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

2. Use of Funds

- a. Recipient understands and agrees that the funds disbursed under this award may only be used in compliance with *Code of Virginia §2.2-2370*, any OAA regulations, and guidance issued by the OAA regarding the foregoing.
 - i. The recipient's primary mission, the primary mission of sub-recipients, and/or the primary mission of other agencies funding a portion of the proposed program will not conflict with the OAA's mission as it is defined in *Code of Virginia §2.2-2366*.
- b. Recipient will determine prior to engaging in any project using this assistance that it has the institutional, managerial, and financial capability to ensure proper planning, management, and completion of such project.
- c. Direct Costs
 - i. A direct cost is any cost that can be specifically identified with the proposed project that can be directly attributed to the project and/or the project's measurable activities.
 - ii. Direct costs include but are not limited to salaries, travel, equipment, and supplies directly connected to the project.
 1. An example of direct costs would be paying an employee to manage an Opioid Use Disorder Treatment Program.
 - iii. In accordance with *Code of Virginia §2.2-2370 (A) (4)*, recipient may NOT use funds provided under this award to cover indirect costs



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

3. Period of Performance

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

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



- e. After the first two fiscal years (FY2023 & FY2024), if a city or county does not apply for all of its Individual Distribution, or if the application is not approved, the Individual Distribution will remain available for award to the city or county upon the receipt and approval of an application, until the end of the following fiscal year's application period. For example, if a city or county has funding allocated for FY2025, the city or county has until April 1, 2025, to submit a proposal for the use of those funds.

4. Reporting

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

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

5. Maintenance of and Access to Records; Audits

- a. The recipient hereby agrees to retain all books, records, and other documents relative to this award for five (5) years after final payment, or until final payment period is audited by the Commonwealth of Virginia, whichever is sooner.
- b. The recipient hereby agrees to also retain all books, records, and other documents relative to this award in accordance with the Virginia Public Records Act *Code of Virginia §42.1-76* et seq.
- c. The OAA, its authorized agents, and/or State auditors shall have full access to and the right to examine any of said materials during said period.



- d. The recipient hereby agrees to comply with all reporting and auditing requirements related to these funds as set forth by the Auditor of Public Accounts.
- e. The recipient agrees to forward a copy to the OAA of the recipient's audited financial statements for the fiscal year that covers the grant award period.

6. Cost Sharing

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

7. Conflicts of Interest

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

8. Compliance with Applicable Law and Regulations

a. Anti-Discrimination

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

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

- i. During the performance of this award, the recipient agrees as follows:
 - 1. The recipient will not discriminate against any employee or applicant for employment because of race, religion, color, sex, national origin, age, or disability or any other basis prohibited by state law relating to discrimination in employment, except where there is a bona fide occupational qualification reasonably necessary to the normal operation of the recipient., The recipient agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause.
 - 2. The recipient, in all solicitations or advertisements for employees placed by or on behalf of the recipient, will state that such recipient is an equal opportunity employer.
 - 3. Notices, advertisements and solicitations placed in accordance with federal law, rule or regulation shall be deemed sufficient for the purpose of meeting these requirements.
 - 4. The requirements of these provisions i. and ii. are a material part of the award. If the recipient violates one of these provisions, the OAA may terminate the affected part of this award for breach, or at its option, the whole award.



5. In accordance with Executive Order 61 (2017), a prohibition on discrimination by the recipient, in its employment practices, subcontracting practices, and delivery of goods or services, on the basis of race, sex, color, national origin, religion, sexual orientation, gender identity, age, political affiliation, disability, or veteran status, is hereby incorporated in this award.

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

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

b. Contractor/Subcontractor Participation in E-Verify

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

i. For purposes of this section, "E-Verify program" means the electronic verification of work authorization program of the Illegal Immigration Reform and Immigrant Responsibility Act of 1996 (P.L. 104-208), Division C, Title IV, § 403(a), as amended, operated by the U.S. Department of Homeland Security, or a successor work authorization program designated by the U.S. Department of Homeland Security or other federal agency authorized to verify the work authorization status of newly hired employees under the Immigration Reform and Control Act of 1986 (P.L. 99-603).

ii. Any employer with more than an average of 50 employees for the previous 12 months entering into a contract in excess of \$50,000 with any agency of the Commonwealth to perform work or provide services pursuant to such contract shall register and participate in the E-Verify program to verify information and work authorization of its newly hired employees performing work pursuant to such public contract.

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

c. Ethics in Public Contracting

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

d. Immigration Reform and Control Act of 1986

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

e. Debarment Status

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



9. Remedial Actions

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

10. False Statements

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

11. Debts Owed the Opioid Abatement Fund

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

12. Disclaimer

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

13. Protections for Whistleblowers

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



14. Requirement to Report Potentially Duplicative Funding.

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

15. Additional Monitoring Requirements

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

16. Travel Policy

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

17. Award Amendments

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

- a. At all times regardless of any amendment the city or county must remain in compliance with the OAA's terms and conditions.
- b. A city or county may appropriate additional revenue that it receives for any approved project. In this event the OAA shall be notified of the change using forms approved by the OAA.
- c. A city or county may reduce its appropriated amount for a project without increasing the appropriation to another approved project. The OAA shall be notified of the change on forms approved by the OAA.
- d. A city or county may initiate line-item budget transfers within a project without approval from the OAA.
- e. A city or county may transfer funds between approved projects as long as the total amount appropriated for all of its OAA-approved projects does not change.
- f. If a city or county would like to propose a new project, it has two options:
 - i. Submit the new proposed project as part of the annual budget cycle; or
 - ii. Request special consideration outside the normal grant cycle on forms approved by the OAA.

18. Delegation of Responsibility

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



19. Performance and Obligation Periods

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

20. Limitation on the Use of Funds to Approved Activities

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

21. Procurement

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



VIRGINIA OPIOID ABATEMENT AUTHORITY

701 E. Franklin St, Ste 803, Richmond, VA 23219 | 804-500-1810 | info@voaa.us | www.voaa.us

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MD
Master Center for
Addiction Medicine

July 10, 2024

Richmond City
Dominic Barrett
Strategic Projects and Grants Advisor
900 East Broad Street
Richmond, Virginia 23219
dominic.barrett@rva.gov

Dear Mr. Barrett,

As Chairman of the Virginia Opioid Abatement Authority (OAA) I am pleased to inform you that the City of Richmond has been awarded an Individual Distribution and "Gold Standard" Incentive grant in the amount of \$147,711.00 to support its Harm Reduction Vending Machines 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 the City of Richmond's Harm Reduction Vending Machine project have the potential to exemplify how we can work together to turn the tide of the opioid crisis in Virginia.

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

Sincerely,

A handwritten signature in blue ink, appearing to read "Todd", is written over a light blue horizontal line.

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



VIRGINIA OPIOID ABATEMENT AUTHORITY

AWARD ACCEPTANCE PACKAGE

701 E. Franklin St, Ste 803, Richmond, VA 23219 | 804-500-1810 | info@voaa.us | www.voaa.us

July 10, 2024

Richmond City
Dominic Barrett
Strategic Projects and Grants Advisor
900 East Broad Street
Richmond, Virginia 23219
dominic.barrett@rva.gov

RE: Individual Distribution and "Gold Standard" Incentive - Harm Reduction Vending Machine

This letter confirms that on May 23, 2024, the Virginia Opioid Abatement Authority's (OAA) Grants Committee voted to award **\$147,711.00** as an Individual Distribution and "Gold Standard" Incentive grant to the City of Richmond for **fiscal year 2025** to the Harm Reduction Vending Machine project. The performance period for fiscal year 2025 is **July 1, 2024 - June 30, 2025**. The award will be transmitted in a lump sum.

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

An annual report will be due by September 1, 2025, regarding the performance measures, timeline, and the use of the funds.

Please sign and return a copy of this award package to info@voaa.us. The OAA will be in touch if any additional information is needed to transmit the award. This grant number is **IDIC760401-0A01**.

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

Thanks and Regards,

A handwritten signature in black ink, appearing to be "CL", written over a white background.

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



OAA Award Financial Details

	FY2024	FY2025
Total Project Cost	\$0.00	\$147,711.00
Total Non-OAA Funds	\$0.00	\$0.00
Total OAA Awards	\$0.00	\$147,711.00

Awardee City or County
Richmond City

Project Title:	Harm Reduction Vending Machine	Grant Number:	IDIC760401-0A01
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OAA Grant Award(s)		
OAA Grant Type(s)	FY2024	FY2025
Individual Distribution	\$0.00	\$147,617.00
Gold Standard	\$0.00	\$94.00
Individual Distribution Carry Forward	\$0.00	\$0.00
Gold Standard Carry Forward	\$0.00	\$0.00
Individual Planning	\$0.00	\$0.00
Unrestricted Support	\$0.00	\$0.00
Total OAA Grant Award(s)	\$0.00	\$147,711.00

Non-OAA Matching Funds		
Non-OAA Matching Type(s)	FY2024	FY2025
Direct Distribution	\$0.00	\$0.00
General Funds	\$0.00	\$0.00
Other Grants	\$0.00	\$0.00
Donations	\$0.00	\$0.00
Other Funds [Description]	\$0.00	\$0.00
Total Non-OAA Matching Funds	\$0.00	\$0.00

Non-OAA Matching Funds are not awarded by OAA, however their inclusion in an OAA award designates them a contingent revenue for the awarded project.

Contingencies and Signature Accepting Award

On behalf of the City of Richmond and as the recipient of this award, I am cognizant of and agree to the terms and conditions as fully set out in the document entitled *Virginia Opioid Abatement Authority Grant Award Terms and Conditions for Individual Distributions to Cities and Counties*. More specifically, I acknowledge my obligations under said document with respect to the "Use of Funds" in Section 2, to refrain from "False Statements" as described in Section 10, not to misuse the award and thus incur a debt as described in Section 11 and agree to use the award only for the purposes described in the application and/or award as set out in Section 20. Should the 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.

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.

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

Date

Approved As to Form
 Caitlin Weston, Assistant City Attorney



VIRGINIA OPIOID ABATEMENT AUTHORITY PERFORMANCE MEASURES WORKBOOK INDIVIDUAL DISTRIBUTION APPLICATIONS

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

Name of City/County: Richmond City

Project Name: Harm Reduction Vending Machines

Project #1

Enter the applicable measures for this project (number of people projected to participate) under the corresponding FY.

		Required if requesting funds in FY24 <u>FY24</u>	Required if requesting funds in FY25 <u>FY25</u>	Required based on number of renewal years proposed.		
				<u>FY26</u>	<u>FY27</u>	<u>FY28</u>
<u>Prevention/Education/Awareness Efforts</u>						
1	No. of children, infant to 5 years old, participating in prevention/education programming					
2	No. children, elementary school age, participating in prevention/education programming					
3	No. of children, middle school age, participating in prevention/education programming					
4	No. of children, high school age, participating in prevention/education programming					
5	No. adults from the general public participating in prevention/education programming					
6	No. of pregnant and/or nursing women participating in prevention/education programming					
7	No. of teachers participating in prevention/education programming					
8	No. of health care professionals participating in prevention/education programming					
9	No. of law enforcement officers participating in prevention/education programming					
10	No. of court-related professionals participating in prevention/education programming					
11	No. of key officials / policy makers participating in prevention/education programming					
<u>Efforts Directed Toward Pregnant / Nursing Women with Substance Use Disorders</u>						
12	No. of pregnant / nursing women completing some form of detox					
13	No. of pregnant / nursing women tested for communicable diseases					
14	No. of pregnant / nursing women testing positive for communicable diseases					
15	No. of pregnant / nursing women connected to treatment for communicable diseases					
16	No. of pregnant / nursing women connected to therapeutic counseling services					
17	No. of pregnant / nursing women connected to MOUD					
18	No. of pregnant / nursing women connected to professional mental health care					
19	No. of pregnant / nursing women connected to peer supports					
20	No. of pregnant / nursing women connected to housing					
21	No. of pregnant / nursing women connected to childcare					
22	No. of pregnant / nursing women connected to education or job training					
23	No. of pregnant / nursing women connected to a job / employment					
24	No. of babies with neonatal abstinence syndrome treated					



VIRGINIA OPIOID ABATEMENT AUTHORITY PERFORMANCE MEASURES WORKBOOK INDIVIDUAL DISTRIBUTION APPLICATIONS

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

Name of City/County: Richmond City

Project Name: Harm Reduction Vending Machines

Project #1

Enter the applicable measures for this project (number of people projected to participate) under the corresponding FY.

Required if requesting funds in FY24	Required if requesting funds in FY25	Required based on number of renewal years proposed.		
<u>FY24</u>	<u>FY25</u>	<u>FY26</u>	<u>FY27</u>	<u>FY28</u>

<u>Efforts Directed Toward Children with Substance Use Disorders</u>				
25	No. of children (up to age 18) completing some form of detox			
26	No. of children (up to age 18) connected to therapeutic counseling services			
27	No. of children (up to age 18) connected to MOUD			
28	No. of children (up to age 18) connected to professional mental health care			
29	No. of children (up to age 18) connected to peer supports			
30	No. of children (up to age 18) tested for communicable diseases			
31	No. of children (up to age 18) testing positive for communicable diseases			
32	No. of children (up to age 18) connected to treatment for communicable diseases			
<u>Efforts Directed Toward Individuals with SUD who are Criminal Justice Involved</u>				
33	No. of individuals receiving SUD screening while incarcerated			
34	No. of individuals completing some form of detox while incarcerated			
35	No. of individuals tested for communicable diseases while incarcerated			
36	No. of individuals testing positive for communicable diseases while incarcerated			
37	No. of individuals connected to treatment for communicable diseases while incarcerated			
38	No. of individuals provided SUD therapeutic counseling while incarcerated			
39	No. of individuals provided Medication Assisted Treatment for SUD while incarcerated			
40	No. of individuals provided professional mental health care while incarcerated			
41	No. of individuals connected to peer supports while incarcerated			
42	No. of individuals provided with education or job training while incarcerated			
43	No. of individuals incarcerated provided with an SUD-specific release plan			
44	No. of individuals diverted from incarceration to treatment			
45	No. of individuals diverted from incarceration to housing			
46	No. of individuals connected to SUD therapeutic counseling while on monitored release			
47	No. of individuals connected to MOUD while on monitored release			
48	No. of individuals enrolled into court approved SUD-related deferred adjudication			



VIRGINIA OPIOID ABATEMENT AUTHORITY PERFORMANCE MEASURES WORKBOOK INDIVIDUAL DISTRIBUTION APPLICATIONS

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

Name of City/County: Richmond City

Project Name: Harm Reduction Vending Machines

Project #1

Enter the applicable measures for this project (number of people projected to participate) under the corresponding FY.

	Required if requesting funds in FY24 <u>FY24</u>	Required if requesting funds in FY25 <u>FY25</u>	Required based on number of renewal years proposed.		
			<u>FY26</u>	<u>FY27</u>	<u>FY28</u>
49 No. of individuals successfully completing the terms of SUD-related deferred adjudication					
50 No. of drug court participants enrolled					
51 No. of drug court participants graduated					
<u>Efforts Directed Toward Adults with SUD who are not incarcerated or pregnant/nursing</u>					
52 No. of adults completing some form of detox					
53 No. of adults tested for communicable diseases					
54 No. of adults testing positive for communicable diseases					
55 No. of adults connected to treatment for communicable diseases					
56 No. of adults connected to therapeutic counseling services					
57 No. of adults connected to MOUD					
58 No. of adults connected to professional mental health care					
59 No. of adults connected to peer supports					
60 No. of adults connected to housing					
61 No. of adults connected to childcare					
62 No. of adults connected to education or job training					
63 No. of adults connected to a job / employment					
<u>Harm Reduction Efforts</u>					
64 No. of people engaged during harm prevention outreach efforts		1800			
65 No. of Naloxone kits distributed to at-risk individuals		1800			
66 No. of Fentanyl test kits distributed to at-risk individuals		1800			
67 No. of clean syringe exchanges conducted					
68 Reported No. of overdoses reversed					



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

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

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

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

1. Definitions

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

2. Use of Funds

- a. Recipient understands and agrees that the funds disbursed under this award may only be used in compliance with *Code of Virginia §2.2-2370*, any OAA regulations, and guidance issued by the OAA regarding the foregoing.
 - i. The recipient's primary mission, the primary mission of sub-recipients, and/or the primary mission of other agencies funding a portion of the proposed program will not conflict with the OAA's mission as it is defined in *Code of Virginia §2.2-2366*.
- b. Recipient will determine prior to engaging in any project using this assistance that it has the institutional, managerial, and financial capability to ensure proper planning, management, and completion of such project.
- c. Direct Costs
 - i. A direct cost is any cost that can be specifically identified with the proposed project that can be directly attributed to the project and/or the project's measurable activities.
 - ii. Direct costs include but are not limited to salaries, travel, equipment, and supplies directly connected to the project.
 1. An example of direct costs would be paying an employee to manage an Opioid Use Disorder Treatment Program.
 - iii. In accordance with *Code of Virginia §2.2-2370 (A) (4)*, recipient may NOT use funds provided under this award to cover indirect costs



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

3. Period of Performance

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

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



- e. After the first two fiscal years (FY2023 & FY2024), if a city or county does not apply for all of its Individual Distribution, or if the application is not approved, the Individual Distribution will remain available for award to the city or county upon the receipt and approval of an application, until the end of the following fiscal year's application period. For example, if a city or county has funding allocated for FY2025, the city or county has until April 1, 2025, to submit a proposal for the use of those funds.

4. Reporting

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

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

5. Maintenance of and Access to Records; Audits

- a. The recipient hereby agrees to retain all books, records, and other documents relative to this award for five (5) years after final payment, or until final payment period is audited by the Commonwealth of Virginia, whichever is sooner.
- b. The recipient hereby agrees to also retain all books, records, and other documents relative to this award in accordance with the Virginia Public Records Act *Code of Virginia §42.1-76* et seq.
- c. The OAA, its authorized agents, and/or State auditors shall have full access to and the right to examine any of said materials during said period.



- d. The recipient hereby agrees to comply with all reporting and auditing requirements related to these funds as set forth by the Auditor of Public Accounts.
- e. The recipient agrees to forward a copy to the OAA of the recipient's audited financial statements for the fiscal year that covers the grant award period.

6. Cost Sharing

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

7. Conflicts of Interest

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

8. Compliance with Applicable Law and Regulations

a. Anti-Discrimination

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

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

- i. During the performance of this award, the recipient agrees as follows:
 - 1. The recipient will not discriminate against any employee or applicant for employment because of race, religion, color, sex, national origin, age, or disability or any other basis prohibited by state law relating to discrimination in employment, except where there is a bona fide occupational qualification reasonably necessary to the normal operation of the recipient., The recipient agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause.
 - 2. The recipient, in all solicitations or advertisements for employees placed by or on behalf of the recipient, will state that such recipient is an equal opportunity employer.
 - 3. Notices, advertisements and solicitations placed in accordance with federal law, rule or regulation shall be deemed sufficient for the purpose of meeting these requirements.
 - 4. The requirements of these provisions i. and ii. are a material part of the award. If the recipient violates one of these provisions, the OAA may terminate the affected part of this award for breach, or at its option, the whole award.



5. In accordance with Executive Order 61 (2017), a prohibition on discrimination by the recipient, in its employment practices, subcontracting practices, and delivery of goods or services, on the basis of race, sex, color, national origin, religion, sexual orientation, gender identity, age, political affiliation, disability, or veteran status, is hereby incorporated in this award.

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

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

b. Contractor/Subcontractor Participation in E-Verify

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

i. For purposes of this section, "E-Verify program" means the electronic verification of work authorization program of the Illegal Immigration Reform and Immigrant Responsibility Act of 1996 (P.L. 104-208), Division C, Title IV, § 403(a), as amended, operated by the U.S. Department of Homeland Security, or a successor work authorization program designated by the U.S. Department of Homeland Security or other federal agency authorized to verify the work authorization status of newly hired employees under the Immigration Reform and Control Act of 1986 (P.L. 99-603).

ii. Any employer with more than an average of 50 employees for the previous 12 months entering into a contract in excess of \$50,000 with any agency of the Commonwealth to perform work or provide services pursuant to such contract shall register and participate in the E-Verify program to verify information and work authorization of its newly hired employees performing work pursuant to such public contract.

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

c. Ethics in Public Contracting

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

d. Immigration Reform and Control Act of 1986

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

e. Debarment Status

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



9. Remedial Actions

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

10. False Statements

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

11. Debts Owed the Opioid Abatement Fund

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

12. Disclaimer

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

13. Protections for Whistleblowers

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



14. Requirement to Report Potentially Duplicative Funding.

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

15. Additional Monitoring Requirements

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

16. Travel Policy

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

17. Award Amendments

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

- a. At all times regardless of any amendment the city or county must remain in compliance with the OAA's terms and conditions.
- b. A city or county may appropriate additional revenue that it receives for any approved project. In this event the OAA shall be notified of the change using forms approved by the OAA.
- c. A city or county may reduce its appropriated amount for a project without increasing the appropriation to another approved project. The OAA shall be notified of the change on forms approved by the OAA.
- d. A city or county may initiate line-item budget transfers within a project without approval from the OAA.
- e. A city or county may transfer funds between approved projects as long as the total amount appropriated for all of its OAA-approved projects does not change.
- f. If a city or county would like to propose a new project, it has two options:
 - i. Submit the new proposed project as part of the annual budget cycle; or
 - ii. Request special consideration outside the normal grant cycle on forms approved by the OAA.

18. Delegation of Responsibility

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



19. Performance and Obligation Periods

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

20. Limitation on the Use of Funds to Approved Activities

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

21. Procurement

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