

INTRODUCED: April 14, 2025

AN ORDINANCE No. 2025-066

To authorize the Chief Administrative Officer, for and on behalf of the City of Richmond, to execute an Atlantic Outreach Group Grant Agreement between the City of Richmond and Atlantic Outreach Group, Inc. for the purpose of funding peer recovery specialist services to combat the opioid crisis in the city of Richmond.

Patron – Mayor Avula

Approved as to form and legality
by the City Attorney

PUBLIC HEARING: APR 28 2025 AT 6 P.M.

THE CITY OF RICHMOND HEREBY ORDAINS:

§ 1. That the Chief Administrative Officer, for and on behalf of the City of Richmond, be and is hereby authorized to execute an Atlantic Outreach Group Grant Agreement between the City of Richmond and Atlantic Outreach Group, Inc. for the purpose of funding peer recovery specialist services to combat the opioid crisis in the city of Richmond. The Atlantic Outreach Group Grant Agreement shall be approved as to form by the City Attorney and shall be substantially in the form of the document attached to this ordinance.

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

AYES: _____ NOES: _____ ABSTAIN: _____

ADOPTED: _____ REJECTED: _____ STRICKEN: _____

for individuals affected by opioid use disorder. Subgrantee organizations have been 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 substance use disorder who is in successful and ongoing recovery from mental health and/or substance use disorders. 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.

On October 24, 2024, the City, through the Opioid Response Team, issued a request for grant applications to award funds ranging from \$5,000 and \$75,000. The grants are intended to support projects centered around the integration and expansion of Peer Recovery Specialists within the City of Richmond, Virginia. Atlantic Outreach Group, Inc. has been selected as a recipient of these funds to expand Peer Recovery Specialist services within Richmond.

COMMUNITY ENGAGEMENT: Opioid abatement and remediation strategies utilized by the City of Richmond have and continue to be informed by significant stakeholder engagement and developed with direct input and support from external agencies and subject matter experts, including those 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 funds used for this project are from the Virginia Opioid Abatement Authority. This will decrease the Special Fund Budget by \$25,000. There is no city match requirement.

DESIRED EFFECTIVE DATE: Upon adoption

REQUESTED INTRODUCTION DATE: April 14, 2025

CITY COUNCIL PUBLIC HEARING DATE: April 28, 2025

REQUESTED AGENDA: Consent agenda

RECOMMENDED COUNCIL COMMITTEE: Finance and Economic Development

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

RELATIONSHIP TO EXISTING ORD. OR RES.: Res. No. 2018-R094; Ord. No. 2021-234; Res. No. 2021-R078; Resolution 2022-R013; Res. No. 2023-R010; Ord. No. 2024-099; Ord. No. 2024-227.

ATTACHMENTS: AOG Peer Recovery Specialist Project AATF Grant Contract; Opioid Abatement Authority PRS Acceptance Letter and Award Package

STAFF: Michael Fatula, Opioid Response Coordinator, 804-944-7291, Michael.fatula@rva.gov
J.D. Ratliff, Policy Advisor, 804-646-6056, James.Ratliff@rva.gov

ATLANTIC OUTREACH GROUP GRANT AGREEMENT

THIS GRANT CONTRACT (the "Agreement") dated this _____ day of _____, 2025 (the "Commencement Date"), between the City of Richmond, a municipal corporation and political subdivision of the Commonwealth of Virginia (the "City"), and Atlantic Outreach Group, Inc. a 501(c)(3) nonprofit (the "Recipient").

STATEMENT OF PURPOSE

- I. WHEREAS, Section 15.2-953(A) of the Code of Virginia authorizes the City to make gifts and donations to any charitable institution or association, located within their respective limits or outside; their limits if such institutions or association provides services to residents of the locality.
- II. WHEREAS, by Ordinance No. 2024-227 adopted September 23, 2024 funds in the amount of \$482,711.00 were accepted from the Virginia Opioid Abatement Authority, \$250,000 of which was appropriated to a new Special Fund Budget for the Department of Neighborhood and Community Services called the OAA Peer Recovery Services Special Fund for the Fiscal Year 2024-2025 for the purpose of funding Peer Recovery Specialist services in the City of Richmond.
- III. By Ordinance No. 2025-_____ adopted _____ 2025, further authorizes the City to enter into this Agreement providing funds in the amount of \$25,000.00 (the "Grant Funds") as a gift to the Recipient for the purposes set forth herein.

The City and the Recipient, intending to be legally bound, agree as follows:

1. Use of Grant Funds.

- A. The Recipient agrees to abide by all of the terms, conditions, and restrictions of the Virginia Opioid Abatement Authority Grant Award Terms and Conditions for Individual Distributions to Cities and Counties. Recipient's receipt and use of the Grant Funds is conditioned upon Recipient acting in accordance with the terms and conditions of the Virginia Opioid Abatement Authority Grant Award Terms and Conditions for Individual Distributions to Cities and Counties and this Agreement.
- B. The Recipient shall not use the Grant Funds for any purpose other than for paying expenses incurred by Recipient for performance of its obligations under this Agreement. Payments using the Grant Funds shall not exceed \$25,000.00 total in the aggregate. The City shall not be liable to the Recipient or to any other entity for any additional funds for the Services.
- C. All payments and other performance under this Agreement are subject to annual

appropriations by the Richmond City Council; consequently, this Agreement shall bind the City only to the extent that Richmond City Council appropriates sufficient funds for the City to perform its obligations hereunder.

2. **Payment of Grant Funds.**

A. The City shall pay the Grant Funds to the Recipient in two equal installments, as follows:

- i. The first payment of Twelve Thousand and Five Hundred and 00/100 U.S. Dollars (\$12,500.00) shall be due as soon as possible following a full execution of this Agreement.
- ii. The second payment of Twelve Thousand and Five Hundred and 00/100 U.S. Dollars (\$12,500.00) shall be due on or before six months after the Commencement Date.

B. **Failure to Provide Services.**

- i. In the event that the Recipient fails to provide the Services as required by this Agreement, as determined by the City, the City may withhold any or all future payments until the Recipient remedies the failure.
- ii. If the City intends to withhold payment, the City shall provide the Recipient with written notice detailing the failure to perform and specifying a reasonable period of 30 business days to cure the failure.
- iii. Payments shall be resumed only after the Recipient has successfully remedied the performance failure to the satisfaction of the City. If the Recipient fails to cure the failure within the specified period, the City may terminate this Agreement and pursue any applicable remedies, including seeking reimbursement of any previous payments made.
- iv. The Recipient shall return to the City all of the Grant Funds received by the Recipient if the requirements set forth in section 3 ("Scope of Services") below are not fulfilled.

C. If the Recipient has not expended any part of the Grant Funds after all of the requirements set forth in section 3 ("Scope of Services") below are met, the Recipient shall certify in writing to the City's Chief Administrative Officer that all of the requirements set forth in section 3 ("Scope of Services") have been fulfilled and the specific amount of the Grant Funds that the Recipient has not expended. If the City's Chief Administrative Officer agrees in writing that all of the requirements set forth in section 3 ("Scope of Services") have been fulfilled, the Recipient may

use the remaining portion of the Grant Funds for any lawful purpose.

3. **Scope of Services.** In consideration of the City's grant of the Grant Funds to the Recipient, the Recipient shall provide Peer Recovery Specialist services (the "Services"):
 - A. Provide non-clinical Peer Recovery Specialist support services to individuals in the Recipient's Fresh Start program, which is a comprehensive continuum of care for individuals with co-occurring substance use and mental health disorders to address immediate recovery needs.
 - B. Implementation of a Peer Recovery Specialist Training Program. The Recipient shall train a minimum of 20 individuals to become Peer Recovery Specialists, meaning the individual is able to provide non-clinical, person-centered, strengths-based, wellness-focused, and trauma-informed support for individuals with substance use disorders and mental health conditions. This PRS Program must be an approved training initiative by the Department of Behavioral Health and Developmental Services.
 - C. The Recipient is encouraged to consider the use of Peer Recovery Specialists trained under this Agreement within their programs and services aimed at addressing and reducing substance use disorder.
4. The Recipient shall not disclose any protected health information to the City and shall abide by the Health Insurance Portability and Accountability Act of 1996, as amended, and other applicable laws, rules, and regulations regarding such information. The Recipient shall contractually obligate all contractors or sub-contractors to abide by the same reporting requirements.
5. **Reporting Requirements.** The Recipient shall furnish the City's point of contact with a written report on its use of the Grant Funds semi-annually by submitting the Interim and Final Program Reports provided by the City.
6. **Performance Measures.** The City will use the following performance measures to evaluate whether the Recipient has performed the services required by this Agreement in a manner that achieves the City's purpose in providing the Grant Funds to the Recipient:
 - A. Did the Recipient provide the Department of Behavioral Health and Developmental Services Peer Recovery Specialist 72-hour training to at least twenty individuals?
 - B. Did the Recipient provide non-clinical Peer Recovery Specialist support services to individuals in the Recipient's Fresh Start program?
7. **Contact Information.**
 - A. The City's point of contact for
Agreement
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purposes of this Agreement is:

Michael Fatula
Policy Advisor for Opioid Response Coordination
Department of Neighborhood and Community Services
900 E. Broad Street, Suite 501
Richmond, Virginia 23219
(804) 944-7291
michael.fatula@rva.gov

This point of contact is responsible for monitoring the Recipient's compliance with this Agreement.

- B. The Recipient's point of contact for purposes of this Agreement is:

Kheila Jones
Atlantic Outreach Group
4411 Jacque Street
Richmond, VA 23220
kjones@aog4u.org
(804) 308-2648

8. Either party may change the contact information set forth in this section by submitting a written statement that the party is making such a change and setting forth the contact information of the party's new point of contact to the other party's point of contact.

9. **Compliance Monitoring.**

- A. The City's point of contact shall monitor the Recipient's compliance with this Agreement. In addition to the reports required by section 5 ("Reporting Requirements"), the Recipient shall furnish the City's point of contact with any information reasonably requested by the City's point of contact in order to enable the City's point of contact to determine whether the Recipient is meeting or has met the performance measures set forth in this Agreement.
- B. Acceptance of the Grant Funds by the Recipient constitutes its agreement that it assumes full responsibility for the management of all aspects of the Grant Funds, the Services, and all activities funded by the Grant Funds, including ensuring proper fiscal management of and accounting for the Grant Funds; ensuring that personnel paid with Grant Funds are hired, supervised, and evaluated in accordance with established employment and personnel policies; and ensuring that the Recipient complies with all terms, conditions and assurances required.

10. **Recipient's Representations and Warranties.** The Recipient represents and warrants that the Recipient's signatory below is duly authorized by the Recipient to enter into this Agreement and thereby bind the Recipient to this Agreement's terms and conditions. This Agreement is signed when a party's signature is delivered by facsimile, email, or other electronic medium. These signatures must be treated in all respects as having the same force and effect as original signatures.
11. **Audit.** The Recipient shall be subject to periodic audits of its finances and expenditures of such City monies by the City Auditor on demand and without notice.
12. **Release, Indemnity, and Insurance.**
- A. **Release.** The City shall not be liable for any personal injury or property damage to Recipient or its agents, contractors, employees, invitees, licensees, officers, or volunteers irrespective of how the injury or damage is caused, and Recipient hereby releases the City from any liability, real or alleged, for any personal injury or property damage to Recipient or its agents, contractors, employees, invitees, licensees, officers, or volunteers irrespective of how the injury or damage is caused. Nothing herein shall be construed as a waiver of the sovereign immunity granted to the City by the Commonwealth of Virginia statutes and case law to the extent that it applies. This section 12(A) will survive expiration of this Agreement.
- B. **Indemnity.** Recipient shall indemnify and defend the City and its agents, contractors, employees, officers, and volunteers from and against any and all losses, liabilities, claims, damages and expenses, including court costs and reasonable attorneys' fees, caused by, resulting from, or arising out of any claim, action, or other proceeding, including any claim, action or other proceeding that is based on, arising out of, or related to (i) Recipient's breach of this Agreement, (ii) the performance of any activities under this Agreement; (iii) the conduct or actions of Recipient or its agents, contractors, employees, invitees, licensees, officers, or volunteers within or outside the scope of this Agreement, or (iv) any error, omission, negligent act or intentional act of Recipient or its agents, contractors, employees, invitees, licensees, officers, or volunteers. This section 12(B) will survive expiration of this Agreement.
- C. **Insurance.** The Recipient shall ensure that commercial general liability insurance with a combined limit of not less than \$1,000,000 per occurrence, \$1,000,000 in auto liability, and at least \$500,000 in Worker's Compensation insuring the Recipient and any of its agents, contractors, employees, invitees, licensees, officers, or volunteers performing services on behalf of the Recipient pursuant to this Agreement, with an insurer licensed to transact insurance business in the

Commonwealth of Virginia is maintained throughout the duration of this Agreement. The insurance policy or policies under which the required insurance is provided shall list the City as an additional insured and shall be effective before the Recipient or its agents, contractors, employees, invitees, licensees, officers, or volunteers perform any activities contemplated by this Agreement. The Recipient shall furnish the City with copies of the required additional insured endorsements and such certificates of insurance evidencing the existence of the required insurance coverage as the City may request.

13. **Modification.** This Agreement shall not be amended, modified, supplemented, or otherwise changed except in writing and signed by the authorized representatives of the Recipient and the City in accordance with the City's policies and procedures.
14. **No Third-Party Beneficiaries.** Notwithstanding any other provision of this Agreement, the City and the Recipient hereby agree that: (i) no individual or entity shall be considered, deemed or otherwise recognized to be a third-party beneficiary of this Agreement; (ii) the provisions of this Agreement are not intended to be for the benefit of any individual or entity other than the City or the Recipient; (iii) no individual or entity shall obtain any right to make any claim against the City or the Recipient under the provisions of this Agreement; and (iv) no provision of this Agreement shall be construed or interpreted to confer third-party beneficiary status on any individual or entity. For purposes of this section, the phrase "individual or entity" means any individual or entity, including, but not limited to, individuals, Recipients, sub-recipients, vendors, sub-vendors, assignees, licensors and sub-licensors, regardless of whether such individual or entity is named in this Agreement.
15. **Term.** This Agreement shall commence on the Commencement Date and shall expire on June 30, 2025, unless terminated earlier in accordance with the provisions of this Agreement. Should the Virginia Opioid Abatement Authority renew the award for fiscal year 2026, this Agreement shall automatically renew on July 1, 2025, for an additional one-year term.
16. **Termination.**
 - A. **Without Cause.** The City may terminate this Agreement without cause by delivery of written notice to the Recipient of the City's intent to so terminate. Such notice shall be delivered at least 60 calendar days prior to the date of termination and shall otherwise be given in accordance with the requirements of this Agreement for the delivery of notices. Upon such termination, the City shall have no further obligations under this Agreement.
 - B. **Failure to Appropriate Sufficient Funds.** Either party may terminate this Agreement if the City Council does not appropriate sufficient funds for either party to perform its obligations under this Agreement by delivery of written notice to the other party of the intent to so terminate. Such notice shall be delivered at least 45

calendar days prior to the date of termination and shall otherwise be given in accordance with the requirements of this Agreement for the delivery of notices.

17. **Use of Electronic Signatures.** By signing this Agreement, the Recipient acknowledges and certifies the Recipient's agreement to the acceptance and use of electronic signatures for purposes of this Agreement and any amendments or modifications thereto. The Recipient hereby agrees that electronic signatures shall be treated the same as handwritten signatures for the purposes of validity, enforceability, and admissibility.
18. **Merger / Entire Agreement.** This Agreement, including any exhibits incorporated herein, constitutes both a complete and exclusive statement and the final written expression of all the terms of this Agreement and of the entire understanding between the Recipient and the City regarding those terms. No prior written agreements or contemporaneous or prior oral agreements between the Recipient and the City regarding this Agreement's subject matter shall be of any effect.

IN WITNESS WHEREOF, the City and the Recipient have executed this Agreement and it is effective as of the date first written above.

RECIPIENT:


CITY:

By: _____

By: _____

Sabrina Joy-Hogg
Interim Chief Administrative Officer

APPROVED AS TO FORM:

 3/3/25

Assistant City Attorney Date



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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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 placed over a blue rectangular background.

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", is positioned above the name Cecil "Charlie" Lintecum.

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

**OAA Award Financial Details**

Awardee City or County
Richmond City

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

Project Title:

Subgrants for Peer Integration

Grant Number:

IDIC760401-0A02

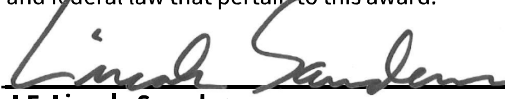
<u>OAA Grant Award(s)</u>		
OAA Grant Type(s)	FY2024	FY2025
Individual Distribution	\$0.00	\$250,000.00
Gold Standard	\$0.00	\$0.00
Individual Distribution Carry Forward	\$0.00	\$0.00
Gold Standard Carry Forward	\$0.00	\$0.00
Individual Planning	\$0.00	\$0.00
Unrestricted Support	\$0.00	\$0.00
Total OAA Grant Award(s)	\$0.00	\$250,000.00

<u>Non-OAA Matching Funds</u>		
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

10/11/24

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.

Prevention/Education/Awareness Efforts

- 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

Required if
requesting funds
in FY24

FY24

Required if
requesting funds in
FY25

FY25

Required based on number of renewal years proposed.

FY26

FY27

FY28

Efforts Directed Toward Pregnant / Nursing Women with Substance Use Disorders

- 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

FY24

Required if
requesting funds in
FY25

FY25

Required based on number of renewal years proposed.

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

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:

Project #3

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

- 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

Peer Specialist RFP

Required if
requesting funds in
FY24

FY25

FY26

FY27

FY28

Required based on number of renewal years proposed.

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

- 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

150

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Harm Reduction Efforts

- 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

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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



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

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