

INTRODUCED: March 14, 2022

AN ORDINANCE No. 2022-084

To authorize the Chief Administrative Officer, for and on behalf of the City of Richmond, to execute a Health Equity Trust Fund Grant Contract between the City of Richmond and the Richmond and Henrico Public Health Foundation for the purpose of establishing a health equity trust fund to support and strengthen community efforts to address health disparities and the disproportionate burden of adverse health effects.

Patrons – Mayor Stoney, Ms. Lambert and President Newbille

Approved as to form and legality
by the City Attorney

PUBLIC HEARING: MAR 28 2022 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 a Health Equity Trust Fund Grant Contract between the City of Richmond and the Richmond and Henrico Public Health Foundation for the purpose of establishing a health equity trust fund to support and strengthen community efforts to address health disparities and the disproportionate burden of adverse health effects. The Health Equity Trust Fund Grant Contract shall be approved as to form by the City Attorney and shall be substantially in the form of the document attached to this ordinance.

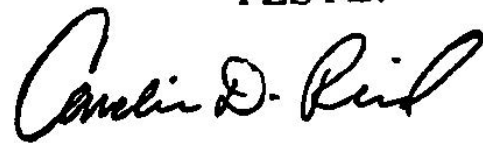
AYES: 7 NOES: 0 ABSTAIN: _____

ADOPTED: MAR 28 2022 REJECTED: _____ STRICKEN: _____

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

A TRUE COPY:

TESTE:

A handwritten signature in black ink, appearing to read "Carolin D. Reil". The signature is written in a cursive style with a large initial 'C'.

City Clerk

8. Other health outcomes where Richmond's populations have disparate burdens, as indicated by trends in data analyzed and collected by the city's public health district.

Prior to the disbursement of the Grant Funds by the City to the Richmond and Henrico Public Health Foundation and following the full execution of the MOU, the Foundation shall submit to the City for the City's approval a detailed plan for the obligation and expenditure of installments of the Fund.

FISCAL IMPACT / COST: None

FISCAL IMPLICATIONS: If the MOU is not approved the City will not be able to move forward with the implementation of the Health Equity Trust Fund allocation of ARPA funding

BUDGET AMENDMENT NECESSARY: No

REVENUE TO CITY: N/A

DESIRED EFFECTIVE DATE: Upon adoption

REQUESTED INTRODUCTION DATE: February 28, 2022

CITY COUNCIL PUBLIC HEARING DATE: March 14, 2022

REQUESTED AGENDA: Consent

RECOMMENDED COUNCIL COMMITTEE: Education and Human Services (March 10, 2022)

CONSIDERATION BY OTHER GOVERNMENTAL ENTITIES: None.

AFFECTED AGENCIES: Human Services

RELATIONSHIP TO EXISTING ORD. OR RES.: Ordinance No. 2021-291, 2022-002

REQUIRED CHANGES TO WORK PROGRAM(S): N/A

ATTACHMENTS: Yes – MOU Contract

STAFF: Maggie Anderson, Chief of Staff, Office of Mayor Levar Stoney

HEALTH EQUITY TRUST FUND GRANT CONTRACT

THIS GRANT CONTRACT is made this ___ day of ___, 2022 between the City of Richmond, a municipal corporation and political subdivision of the Commonwealth of Virginia (the "City"), and Richmond and Henrico Public Health Foundation, a Virginia non-stock corporation, authorized to transact business in the Commonwealth of Virginia (the "Recipient").

STATEMENT OF PURPOSE

- A. Section 15.2-953(A) 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.
- B. By Ordinance No. <INSERT ORDINANCE NUMBER> adopted <INSERT DATE OF ADOPTION>, funds in the amount of TWO MILLION FIVE HUNDRED THOUSAND DOLLARS (\$2,500,000) derived from a portion of the City's allocation of Coronavirus State and Local Fiscal Recovery Funds established under the American Rescue Plan Act of 2021 ("ARPA") (the "Grant Funds") have been appropriated for a gift to the Recipient.
- C. Ordinance No. < > adopted < > further authorizes the City to enter into this grant contract with the specifying the parameters of a health equity program prior to the City's disbursement of the Grant Funds to the Recipient.

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

1. **Contact Information.**

- A. The City's points of contact for purposes of this Contract is:

Maggie Anderson
Office of the Mayor
900 East Broad St. Suite 201, Richmond, VA
804-221-7189 (cell)
Maggie.Anderson@richmondgov.com

Dominic Barrett
Office of the DCAO for Human Services
900 East Broad St. Suite 501, Richmond, VA
804-646-5861
Dominic.Barrett@richmondgov.com

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

- B. The Recipient's points of contact for purposes of this Contract is:

Rudene Mercer Haynes
12706 Grendon Drive, Midlothian, VA
804-788-7363
Rhaynes@hunton.com

Ruth Morrison
Richmond City Health District
400 East Cary Street, Richmond, VA
804-489-1855
ruth.morrison@vdh.virginia.gov

- C. 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.

2. **Payment of Grant Funds.**

- A. The City shall pay the Grant Funds to the Recipient in installments to correspond with the City's approval of the program plans required by section 3(C) below. The City shall ensure the completion of Grant Fund transfers for approved Plan activities within 30 calendar days following the City's approval of the plan corresponding to the activities to be funded.
- B. The Recipient shall obligate all Grant Funds by September 30, 2024 and shall expend all Grant Funds by December 31, 2026. Should the Recipient not obligate all Grant Funds by September 30, 2024 it shall return to the City all of the Grant Funds not so obligated within 30 days. Should any obligated Grant Funds not be expended by December 31, 2026, the Recipient shall return all such unexpended funds to the City. The Recipient shall obligate its subrecipients to the same requirements set forth in this section 2(B). This section 2(B) will survive expiration of this Contract.
- C. The Recipient may spend up to 10% of total Grant Funds on administrative costs associated with the implementation and oversight of the Fund, including but not limited to necessary accounting and legal services for implementation and oversight of the Fund.

3. **Scope of Services.** In consideration of the City's grant of the Grant Funds to the Recipient,

the Recipient shall administer the Richmond Health Equity Trust Fund (the “Fund”) in the City of Richmond.

A. **Purpose.** The purpose of the Fund is to establish, support, and strengthen community-led efforts to address health disparities and the disproportionate burden of adverse health outcomes.

B. **Focus Areas.** The Recipient shall administer the Fund to address the following:

1. COVID-19 Disparities.
2. Substance Use and Treatment.
3. Mental and Behavioral Health.
4. Access to Care and Health/Wellness Education.
5. Maternal and Child Health.
6. Chronic Disease and Underlying Conditions.
7. Food Security.
8. Other health outcomes where Richmond’s populations have disparate burdens, as indicated by trends in data analyzed and collected by the city’s public health district.

C. **Programmatic Plan.**

1. Prior to the disbursement of Grant Funds by the City to the Recipient, the Recipient shall submit to the City for the City’s approval a detailed plan (“Plan”) for the obligation and expenditure of installments of the Fund. The Recipient will submit Plans, to be reviewed and approved subject to section 3(C)(2) of this Contract. The first submitted Plan will address COVID-19 disparities, substance use and treatment, and mental and behavioral health as its first funding priorities. Each submitted Plan will include for each funding request the following information:

- a. The activity or activities being funded.

- b. The local data supporting the need for the funded activity or activities.
- c. The amount of the funding.
- d. Performance indicators specific to each activity.
- e. The projected outcomes of each activity.
- f. The name of the subrecipient or subrecipients, if any, that will carry out the activity or activities and a point of contact for each such subrecipient or subrecipients.

2. Within fifteen business days of receipt of a Plan the Point of Contact for the City, identified in Section 1(A) shall communicate if the City will, in its reasonable discretion, either approve or disapprove of the Plan provided by the Recipient, in whole or in part. In the event the City disapproves a Plan, in whole or in part, it will provide its reasons for such disapproval and the Recipient and the City will cooperate to reach agreement on the Plan. Once the City approves the Plan, in whole or in part, the Grant Funds will be disbursed to the Recipient in accordance with section 2(A) of this Contract. If the City and the Recipient are unable to reach agreement on any Plan or any portion of a Plan, the City's determination will control.

3. The Recipient may from time to time propose changes to any already approved or under review Plan, subject to the City's additional approval.

D. **Community Engagement.** Recipient shall gather input from Richmond residents, with emphasis on those populations who experience health inequities in the categories contained in section 3(B) above. Recipient shall utilize such input from residents and from professionals experienced in the focus areas identified in section 3(B) to assist with guiding the activities of the fund.

E. **Allowable Expenses.** Recipient acknowledges and agrees that the City has provided to the Recipient the United States Department of Treasury ("Treasury") Final Rule and related guidance regarding allowable and non-allowable expenditures relevant to the Scope of the Fund. The City will review each Plan for compliance and will consult with Recipient as needed as Recipient considers particular activities to be included in each plan.

4. **Performance Measures.** The City will use the following performance measure to evaluate whether the Recipient has performed the services required by this Contract in a

manner that achieves the City's purpose in providing the Grant Funds to the Recipient:

- A. Did Recipient administer the Fund in accordance with the parameters set forth in Section 3 of this Agreement and in accordance with all approved Plans

5. **Reporting.** Recipient shall:

- A. Maintain detailed records regarding all expenditures of the Fund.
 - 1. The City shall, upon receipt of financial reporting guidelines from US Treasury, provide a financial reporting template to the Recipient at least 14 business days before the first applicable deadline for such reporting by the Recipient and outline a minimum expected schedule for ongoing financial reporting. Notwithstanding the foregoing, the City will not be obligated to provide a financial reporting template prior to June 15, 2022.
- B. Provide quarterly reports regarding the status of each activity outlined in each approved Plan by indicating each such activity and the funding for such activity as: Not Started, Completed less than 50 percent, Completed 50 percent or more, or Completed.
- C. Provide an annual report no later than December 1, 2022 and each December 1 thereafter, throughout the term of this Contract, providing a narrative description of each activity outlined in each approved Plan and funded by the Fund. The Recipient shall include in each narrative description:
 - 1. The demographics served through each activity to include age, race, ethnicity, gender, household income, and Richmond City Council district, either at a relevant aggregate level for the class of communities targeted to be served by the activity or at an individual level.
 - 2. Photographs pertaining to each activity (if available).
 - 3. Anecdotal evidence, stories, or testimony pertaining to each activity.
 - 4. Key performance indicators identified by the Recipient in the Plan and any mandated performance indicators identified by United States Treasury Department together with reporting on how the Recipient plans to ensure that projected outcomes are achieved in an effective, efficient, and equitable manner.
 - A. The City shall inform the Recipient of any known applicable mandated indicators the City identifies from Treasury for reporting concurrent with the communication of approval in 3(c)(2) of any provided Program Plan or at least 30 business days before December 1, 2022 and each December 1 thereafter, whichever is sooner, so that

the Recipient and any subrecipients may incorporate these in annual reporting.

- D. Complete any additional forms or reports and provide any additional information that may be reasonably required by the City.
 - E. Maintain all books, records, and other documents relating to this Contract for five years following expiration of this Contract.
 - F. Not disclose any protected health information to the City and shall abide by the Health Insurance Portability and Accountability Act of 1996 and other applicable laws, rules, and regulations regarding such information.
 - G. Contractually obligate all subrecipients to abide by the same reporting requirements.
6. **American Rescue Act Plan Funding.** Recipient acknowledges that certain eligible activities are allowable uses of the Coronavirus State and Local Fiscal Recovery Fund established under the American Rescue Plan Act of 2021 (“ARPA”). Recipient agrees that it will conduct its activities in accordance with ARPA and with each Plan submitted by the Recipient and approved by the City. The Recipient will abide by all relevant federal laws, rules, regulations, and guidance applicable thereto. Should the Recipient’s or any subrecipient’s use of the Funds be determined ineligible for ARPA funding, Recipient shall repay the relevant ineligible portion of Grant Funds to the City. Grant Funds shall not be used for political activities; inherently religious activities, such as worship, religious instruction, or proselytization; or lobbying activities. This section 6 will survive expiration of this Contract.
7. **Release, Indemnity, and Insurance.**
- 7.1 **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 7.1 will survive expiration of this Contract.
- 7.2 **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 Contract, (ii) the performance of any activities under this Contract; (iii) the conduct or actions of Recipient or its agents, contractors, employees, invitees, licensees, officers, or volunteers within or outside the scope of this Contract, or (iv) any error, omission, negligent act or intentional act of Recipient or its agents, contractors, employees, invitees, licensees, officers, or volunteers. This section 7.2 will survive expiration of this Contract.

- 7.3 **Insurance.** The Recipient shall ensure that commercial general liability insurance with a combined limit of not less than \$1,000,000 per occurrence, 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 Contract, with an insurer licensed to transact insurance business in the Commonwealth of Virginia is maintained throughout the duration of this Contract. 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 Contract. 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.
8. **Acknowledgement of Donation.** The Recipient shall, in connection with any programs, events, or other matters funded in whole or in part with the Grant Funds, acknowledge the City of Richmond and American Rescue Plan as a donor, contributor, or sponsor. This acknowledgement must be included on any promotional materials, brochures, publications, websites, or other visible locations. The City has the right, upon request, to review and approve any such acknowledgement. Further, the City has the right, in its sole discretion, to require the removal of its name from any such promotional materials, brochures, publications, websites, or other visible locations.
9. **Compliance Monitoring.** The City's point of contact shall monitor the Recipient's compliance with this Contract. In addition to the reports required by Section 5, 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 Contract.
10. **Recipient's Representations and Warranties.** The Recipient represents and warrants as follows:
- A. The Recipient is and will be for the duration of this Contract a charitable institution or association as detailed in Section 15.2-953(A) of the Code of Virginia.
 - B. The Recipient's signatory below is duly authorized by the Recipient to enter into this Contract and thereby bind the Recipient to this Contract's terms and

conditions. This Contract 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.** Pursuant to Section 2-187 of the Code of the City of Richmond, the Recipient shall, as a condition of receiving monies from the City, be subject to periodic audits of its finances and expenditures of such City monies by the City Auditor on demand and without notice. The Recipient further agrees to any audits as may be required in connection with ARPA funding and agrees to fully cooperate with the City in connection with any such audits.
12. **Contract Expiration.** This Contract will expire on December 31, 2026.

Effective as of the date first written above.

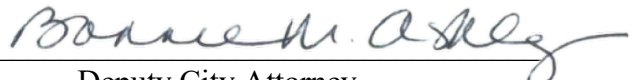
RECIPIENT:

CITY:

By: _____

By: _____

APPROVED AS TO FORM:



Deputy City Attorney