

INTRODUCED: February 23, 2026

AN ORDINANCE No. 2026-049

To authorize the Chief Administrative Officer, for and on behalf of the City of Richmond, to execute an Operational Agreement for Cooperative Partnerships for Opioid Abatement Authority Award for Hospital Liaison Effort between the City of Richmond, the Counties of Henrico, Chesterfield, and Hanover, and the City of Colonial Heights for the purpose of supporting a hospital liaison initiative to combat the opioid crisis.

Patron – Mayor Avula

Approved as to form and legality
by the City Attorney

PUBLIC HEARING: MAR 10 2026 AT 6 P.M.

THE CITY OF RICHMOND HEREBY ORDAINS:

§ 1. That the Chief Administrative Officer, for and on behalf of the City of Richmond, be and is hereby authorized to an Operational Agreement for Cooperative Partnerships for Opioid Abatement Authority Award for Hospital Liaison Effort between the City of Richmond, the Counties of Henrico, Chesterfield, and Hanover, and the City of Colonial Heights for the purpose of supporting a hospital liaison initiative to combat the opioid crisis. The Operational Agreement for Cooperative Partnerships for Opioid Abatement Authority Award for Hospital Liaison Effort

AYES: 7 NOES: 0 ABSTAIN: _____

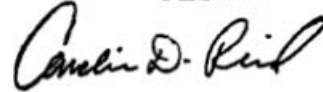
ADOPTED: MAR 10 2026 REJECTED: _____ STRICKEN: _____

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

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

A TRUE COPY:

TESTE:

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

City Clerk



City of Richmond

Intracity Correspondence

O&R Transmittal

DATE: January 1, 2026

TO: The Honorable Members of City Council

THROUGH: The Honorable Dr. Danny Avula, Mayor

THROUGH: Odie Donald II, Chief Administrative Officer

THROUGH: Amy Popovich, DCAO for Human Services

FROM: Anna Jones, Opioid Response Strategist

RE: To authorize the Chief Administrative Officer, for and on behalf of the City of Richmond, to execute an Operational Agreement for Cooperative Partnerships for Opioid Abatement Authority Awards between the City of Richmond and Henrico County for the purpose of supporting a Hospital Liaison initiative in collaboration with Henrico County to combat the opioid crisis.

ORD. OR RES. No. _____

PURPOSE: To authorize the Chief Administrative Officer, for and on behalf of the City of Richmond, to execute an Operational Agreement for Cooperative Partnerships for Opioid Abatement Authority Awards between the City of Richmond and Henrico County for the purpose of supporting a Hospital Liaison initiative in collaboration with Henrico County to combat the opioid crisis.

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 (VOAA) has an annual application cycle that includes a competitive grant opportunity for proposals involving collaborations between two or more localities. During this cycle, the Henrico County, in partnership with the Cities of Colonial Heights

and Richmond, and Chesterfield and Hanover counties, submitted a cooperative project proposal. Henrico County will serve as the lead applicant and fiscal agent. On June 18, 2025, the City of Richmond was notified by the VOAA that the cooperative project proposed Henrico County was approved with a locality match of \$10,000.00 from Richmond's individual distribution.

As part of the award conditions, the localities must have a written operational agreement by which the implementing organization agrees to comply with all applicable grant terms, conditions, and assurances. There will be one additional ordinance that will accompany this ordinance that authorizes the Chief Administrative Officer, for and on behalf of the City of Richmond, to accept funds in the amount of \$10,000.00 from the Virginia Opioid Abatement Authority for the purpose of funding the Henrico County OAA Hospital Liaison Grant initiative. This ordinance authorizes the Chief Administrative Officer, for and on behalf of the City of Richmond, to execute an Operational Agreement for Cooperative Partnerships for Opioid Abatement Authority Awards between the City of Richmond and Henrico County for the purpose of funding a hospital liaison initiative in collaboration with Henrico County, Hanover County, Chesterfield County, and Colonial Heights City to combat the opioid crisis.

In 2023, Henrico, Hanover, Chesterfield Counties and Richmond City received a planning grant award from the Virginia Opioid Abatement Authority. This new program is a result of the recommendations provided by research conducted by VCU Wright Regional Center for Clinical and Translation Science. During the planning project, it was clear that none of the four localities were receiving referrals from hospitals as required by Virginia Code. The report found "approximately 7% of Virginia women of childbearing age who entered substance use treatment are pregnant at the time of admission (higher than the national average of 4.3%) and an average of nearly seven babies born each month experience neonatal abstinence syndrome." This should immediately prompt a referral to the Department of Social Services (DSS) and to the local Community Services Boards (CSBs). The Wright Center found that "reporting of neonatal substance use has decreased during the last 3 years, leading to fewer substance using mothers being identified at childbirth and subsequently fewer new mothers being referred to substance use treatment." Early intervention services for the substance exposed child and treatment for the mother greatly

increase the positive outcomes for the family. The localities listed propose a regional effort to address this issue. Henrico County agrees to be the fiscal agent. The proposal includes hiring a two registered nurses to serve as a liaisons between the hospitals, community OBGYNs, DSS and the CSBs. Two RNs will provide education to those in the medical field about the requirements for referring to treatment, substance use identification, trauma informed practices, the benefits of early intervention to avoid neonatal abstinence syndrome and provide proper care for the mother. The RNs will also assist with providing warm handoffs to the community resources and to CSBs for treatment as required.

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. This project was directly informed by the FY2025 OAA grant, identifying a gap analysis in pregnant and parenting populations, a cooperative effort between the counties of Chesterfield, Hanover, and Henrico, and the Cities of Colonial Heights and Richmond.

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 \$10,000.00. There is no city match requirement.

DESIRED EFFECTIVE DATE: Upon adoption

REQUESTED INTRODUCTION DATE: February 23, 2026

CITY COUNCIL PUBLIC HEARING DATE: March 23, 2026

REQUESTED AGENDA: Consent agenda

RECOMMENDED COUNCIL COMMITTEE: Education and Human Services

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

RELATIONSHIP TO EXISTING ORD. OR RES.: No relationship to existing Ord. However, this Ordinance has a companion paper being introduced concurrently to authorize acceptance and appropriation of the related funds.

ATTACHMENTS: Opioid Abatement Authority Cooperative Grant for Hospital Liaison Award Letter and Package; Operational Agreement

STAFF: Anna Jones, Opioid Response Strategist, 804-987-9160, Anna.Jones@rva.gov

Jason Alley, Policy Advisor, 804-401-5863, Jason.Alley@rva.gov

Operational Agreement for Cooperative Partnerships for Opioid Abatement Authority Award for Hospital Liaison Effort

This Operational Agreement for Cooperative Partnerships for Opioid Abatement Authority Awards (“Agreement”) is entered into on the date of the final signature the County of Henrico, the County of Chesterfield, the County of Hanover, the City of Richmond, and the City of Colonial Heights (the “Partners”).

WHEREAS, the Partners developed and jointly applied for cooperative partnership funding from the Virginia Opioid Abatement Authority (OAA), attached hereto as Exhibit 1 and incorporated herein by reference, to fund two registered nursing position to act as liaisons between the hospitals and medical providers, providing training to identify and refer patients with substance use disorders, increasing referrals to Social Services, ensuring that infants born to mothers with substance use are referred for Parent Infant Program assessments, and connecting pregnant and parenting women to counseling and peer support services.

WHEREAS, the OAA approved the Partners’ application for this cooperative partnership project; and

WHEREAS, the Partners now intend to formalize the Cooperative Partnership;
NOW THEREFORE, the Partners hereto do mutually agree as follows:

1. TERM

The Term of this Agreement shall begin on the date on which this Agreement has been executed and finalized by the Partners and shall remain in full force and effect until June 30, 2026. Should the OAA renew the award for the Cooperative Partnership for fiscal year 2025, this Agreement shall automatically renew on July 1, 2026, for an additional one-year term. Automatic renewals shall continue on an annual basis with each OAA award renewal until June 30, 2030, unless or until the Partners agree not to request a renewal of the award, or the OAA declines to renew the award, or a Partner provides at least 30 days' notice prior to the end of a term that it wishes to leave the Cooperative Partnership.

2. FISCAL AGENT

The Partners agree that Henrico County shall serve as the fiscal agent for the Cooperative Partnership (the "Fiscal Agent"). The Fiscal Agent shall receive and manage all funding awarded by the OAA directly to the Cooperative Partnership. The Partners agree to transmit to the Fiscal Agent all portions of their direct distributions of funds from the settlement administrator and/or individual distributions awarded by the OAA that have been pledged to the Cooperative Partnership, and the Fiscal Agent shall receive and manage those funds as well. The Fiscal Agent shall be responsible for assuring proper fiscal management of and accounting for all grant money awarded to the Cooperative Partnership. The Fiscal Agent shall also be responsible for submitting all reports required by the OAA, including but not limited to, financial reports, performance reports, budget amendments, and grant closeout final reports, on behalf of the Cooperative Partnership.

3. USE OF GRANT FUNDS

The Partners agree that all funds distributed to the Cooperative Partnership from the OAA shall only be used in compliance with Virginia Code § 2.2-2370 and any guidance issued by the OAA regarding the foregoing. The Partners also agree that all funds distributed to the Cooperative Partnership from the OAA shall only be used in compliance with the Virginia Opioid Abatement Authority Grant Awards Terms and Conditions for Awards to Cooperative Projects Involving Multiple Cities and/or Counties, attached hereto as Exhibit 2 and incorporated herein by reference. Additionally, the Partners agree that the primary mission of the Cooperative Partnership shall not conflict with the OAA's mission as it is defined in Virginia Code § 2.2-2366.

Specifically, the Partners agree that all funds awarded to the Cooperative Partnership from the OAA shall be used only for expenses related to the objectives listed on page 1 of this Agreement and as further set forth in Exhibit 1. All funds awarded to the Cooperative Partnership shall be used only for direct costs that can be specifically identified and attributed to the Cooperative Project and/or the Cooperative Project's measurable activities.

4. STANDARDS OF PARTNERSHIP EFFORTS

The Partners agree that they shall collaborate to establish policies, guidelines, and standards for implementation of any and all parts of the Cooperative Partnership. Such policies, guidelines, and standards shall be documented and revised by agreement of the Partners as necessary. The Partners further agree to follow all policies, guidelines, and

standards established by the Cooperative Partnership when undertaking any action related to or to implement any and all parts of the Cooperative Partnership.

5. BUDGET FOR COOPERATIVE PARTNERSHIP

The Partners agree that no purchase or expenditure made by a participating locality in furtherance of the Cooperative Partnership shall exceed the budget and revenue matches outlined in Exhibit 1. Should the budget or revenue matches for the Cooperative Partnership be modified or amended through future renewal applications to the OAA, such modified or amended budget and revenue matches shall control.

The Partners agree to present any proposed budget or revenue match modification or amendment to the Fiscal Agent. No modification or amendment shall be made to the Cooperative Partnership's proposed budget or revenue matches without full agreement of the participating localities.

6. STAFFING

The Partners agree that two full-time Registered Nurses ("RNs") will be hired and employed as part of the Cooperative Partnership, as outlined in Exhibit 1. One RN will be employed by Henrico County and the other by Chesterfield County (together "the hiring localities"). The hiring localities shall collaborate as to hiring criteria, job duties, and performance standards, and they shall adhere to such criteria in their hiring, supervision, and evaluation of their respective employees. The hiring localities shall be solely responsible for the actions of its own employees.

Chesterfield County shall submit requests for reimbursement to the Fiscal Agent for any salary, benefits, or other expenses related to the hiring and employment of its RN position. Only the two RN positions and their related expenses, as outlined in Exhibit 1, are eligible for reimbursement from funds awarded for the Cooperative Partnership. Such requests for reimbursement shall not exceed the budgeted amount outlined in Exhibit 1 and shall be supported by documentation required by the Fiscal Agent.

7. PURCHASES

The Partnership agrees that Chesterfield County and Henrico County may make purchases in furtherance of or in relation to the Cooperative Partnership in accordance with this Agreement and Exhibit 1. Requests for reimbursement or payment of such purchases from the funds distributed by the OAA shall be submitted to the fiscal agent quarterly and within 15 days of the close of the fiscal year for annual reporting purposes. Only those purchases that fall within the expenses described in Exhibit 1 are eligible for reimbursement. The Fiscal Agent shall determine whether any request constitutes a direct cost reimbursable under the OAA grant and the documentation required to support it. Such requests for reimbursement shall not exceed the budgeted agreement.

8. REPORTING

The Partners agrees to provide all performance data, financial data, and any other data and information related to the Cooperative Partnership at the request of the Fiscal Agent in furtherance of the it's reporting obligations for the Cooperative Partnership. Should one of the Partners fail to provide any data or information requested, the Fiscal Agent reserves

the right to withhold payment of any reimbursement requests for costs or expenditures made in furtherance of the Cooperative Partnership until such information is provided.

9. AUDITS

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

If an inspection or audit pursuant to this section discloses that services provided or purchases made by a Partner were not consistent with the objectives of the Cooperative Partnership, not in compliance with Virginia Code § 2.2-2370 and any guidance issued by the OAA, or not in compliance with the terms and conditions of this Agreement, the Partner shall refund any reimbursement received for any such services or purchases within thirty (30) days of the Fiscal Agent's request. If the Partner disagrees with the Fiscal Agent's

determination, the Partner may request in writing reconsideration by all Partners to the Cooperative Partnership within thirty (30) days of the fiscal agent's decision.

10. COMPLIANCE WITH LAW AND POLICY

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

11. WAIVER

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

12. INSURANCE/RISK MANAGEMENT

The Partners agree that they each shall be responsible for maintaining all insurance policies from and after the date on which this Agreement is finalized that are necessary to provide sufficient coverage for their employees and property related to the Cooperative

Partnership. The Partners further agree that they each shall be responsible for their own risk management of their employees and property related to the Cooperative Partnership.

13. ENFORCEMENT

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

14. NOTIFICATION

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

Henrico County		City of Richmond	
Name:	Michael Yael Feinmel	Name:	Odie Donald II
Title:	Deputy County Manager	Title:	Chief Administrative Officer
Address:	431 E. Parham Road Henrico, VA 23228	Address:	900 E. Broad Street, Richmond, VA 23219
Phone:	804-501-7580	Phone:	(804)646-7000
Email:	fei@henrico.gov	Email:	odie@rva.gov
Chesterfield County		Hanover County	
Name:	Dr. James Worsley	Name:	John A. Budesky
Title:	Deputy County Administrator	Title:	County Administrator
Address:	9901 Lori Road, Suite 500 Chesterfield, VA 23832	Address:	7516 County Complex Road Hanover, VA 23069
Phone:	804-748-1212	Phone:	804-365-6005
Email:	WorsleyJ@chesterfield.gov	Email:	jabudesky@hanovercounty.gov cytadm@hanovercounty.gov

City of Colonial Heights	
Name:	Douglas E. Smith

Title:	City Manager, City of Colonial Heights
Address:	P.O. Box 3401 Colonial Heights, VA 23834
Phone:	804-520-9265
Email:	smithd@colonialheightsva.gov

15. TRANSFER AND ASSIGNMENT

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

16. USE OF ELECTRONIC SIGNATURES.

17. By signing this Agreement, the parties acknowledge and certify their agreement to the acceptance and use of electronic signatures for purposes of this Agreement and any amendments or modifications thereto. The parties hereby agree that electronic signatures shall be treated the same as handwritten signatures for the purposes of validity, enforceability, and admissibility.

18. ENTIRE AGREEMENT

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

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

IN WITNESS WHEREOF, the Partnership has executed this Agreement effective as of the date of the last signature of an authorized signatory.

**HENRICO COUNTY,
VIRGINIA**

Signature: Michael Feinmel
Michael Feinmel (Nov 26, 2025 11:44:55 EST)

Printed Name: Michael Feinmel

Title: Deputy County Manager

Date: 11/26/2025

**CITY OF RICHMOND,
VIRGINIA**

Signature: _____

Printed Name: _____

Title: _____

Date: _____

**CHESTERFIELD COUNTY,
VIRGINIA**

Signature: James D. Worsley
James D. Worsley (Nov 26, 2025 11:09:11 EST)

Printed Name: James D. Worsley

Title: Deputy County Administrator

Date: 11/26/2025

**HANOVER COUNTY,
VIRGINIA**

Signature: _____

Printed Name: _____

Title: _____

Date: _____

CITY OF COLONIAL HEIGHTS, VIRGINIA

Signature: _____

Printed Name: _____

Title: _____

Date: _____

Approved as to form:
Tabrica C. Rentz



Cooperative New Application

Instructions:

The Virginia Opioid Abatement Authority's (OAA's) Cooperative Partnership grant awards for cities and counties come from the Opioid Abatement Fund. The contents of this application are for cities and counties applying for awards for NEW Cooperative Partnership projects from the OAA in compliance with the national settlement agreements, Commonwealth's memorandum of understanding (MOU), and Code of Virginia.

OAA Cooperative Partnership awards to cities and counties have a performance period of one year with up to four optional renewal years. Reporting is on an annual basis and is due on September 1 following the close of the performance period. Recipients must submit yearly requests to renew and/or make any amendments to the next fiscal year's funding.

The Cooperative Partnership grant is a competitive grant and requires that at least two of the cities/counties in the partnership are from the same [behavioral health region](#). The application must be completed and submitted by the city/county designated as the fiscal agent. A Cooperative Partnership Agreement must be completed as part of the application process in the system and must be e-signed by each partner city/county. A sample of the Cooperative Partnership Agreement can be found [here](#).

Below is a list of items to consider that will be necessary to complete the application. Additional guidance, [terms and conditions](#) for the awards, and [resources](#) can be found on our website.

- Direct Distribution Information
 - This must be completed by each partner and can be found by going to the Grants Management section of the OAA Grants Management Portal and selecting Direct Distribution Information
- Signed Cooperative Agreement (will be completed during process, but must be signed before continuing)
- Project budget (including matching funds, requesting funds, and expenditures)
- Project objectives and projected start and completion dates
- Project performance measures (a list to performance measures can be found [here](#))
- Contract(s)/MOU(s) with partners/contractors/subrecipients (or drafts or scopes of work)
- Supporting evidence-based documentation/web link
- Supporting evidence-informed documentation/web link
- Supporting documentation if project has received any awards or recognition
- Optional: Gold Standard Incentive application
 - If a partner city/county has already opted into the Gold Standard, no further action is required.
 - This must be completed separately before Gold Standard funds can be requested. Can be found by going to the Grants Management section of the OAA Grants Management Portal and selecting Gold Standard Grant
- Optional: Any letters of support, articles, or other items that may assist the OAA Grants Committee in making an award decision for this project.

For any applications the OAA determines do not meet the established requirements, the OAA will assist the applicant to revise the application to facilitate compliance. Due to the competitive nature of Cooperative Partnership Grants, assistance from the OAA does not guarantee any final recommendations or approvals.



Fiscal Agent:

One of the participating cities or counties must serve as the fiscal agent for the cooperative project. The fiscal agent will be responsible for ensuring compliance with both financial and programmatic reporting requirements on behalf of the cooperative partnership.

City/County Serving as Fiscal Agent
Henrico County

City/County
County

Address Information

Physical Address
4301 E. Parham Road Henrico Virginia 23273 U.S.A

Mailing Address
PO Box 90775 Henrico Virginia 23273 U.S.A

Contact Person for Fiscal Agent

Contact Person Name
Michael Yael Feinmel

Job Title
Deputy County Manager

Office Phone
(804) 501-7580

Cell Phone
-

Suffix
-

Email
fei@henrico.gov



Partner Contact Information:

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

Colonial Heights City

Name of City/County	Contact Person Name	Job Title
Colonial Heights City	Becca Lynch	Administrator
Office Phone	Cell Phone	Email
(804) 520-9286	-	lynchb@colonialheightsva.gov

Richmond City

Name of City/County	Contact Person Name	Job Title
Richmond City	Michael Nicholas Fatula	Policy advisor for opioid response coordination
Office Phone	Cell Phone	Email
(804) 944-7291	-	michael.fatula@rva.gov

Hanover County

Name of City/County	Contact Person Name	Job Title
Hanover County	Jay Brown	Deputy County Administrator
Office Phone	Cell Phone	Email
(804) 365-6166	-	jabrown@hanovercounty.gov

Chesterfield County

Name of City/County	Contact Person Name	Job Title
Chesterfield County	Jennifer Renee Patterson	OAA Administrator
Office Phone	Cell Phone	Email
(804) 659-2466	-	pattersonje@chesterfield.gov



Project Proposal:

Contact Information

Name of Fiscal Agent City of County
Henrico County
Project Name
Hospital Liaisons - PPW

Contact Person for this Application

Contact Person Name	Job Title	Office Phone
Leslie Stephen	Substance Use Services Director	(804) 727-8949
Cell Phone	Suffix	Email
-	-	ste24@henrico.gov

Which of the following criteria does the project meet?

- A new effort for the agency.
- A proposed supplement or enhancement to a project or effort that is already in place.
- A combination of enhancing an existing project/effort with new components.

Provide a brief narrative description of the proposed project.

In 2023, Henrico, Hanover, Chesterfield Counties and Richmond City received a planning grant award from the Virginia Opioid Abatement Authority. This new program is a result of the recommendations provided by research conducted by VCU Wright Regional Center for Clinical and Translation Science. During the planning project, it was clear that none of the four localities were receiving referrals from hospitals as required by Virginia Code. The report found "approximately 7% of Virginia women of childbearing age who entered substance use treatment are pregnant at the time of admission (higher than the national average of 4.3%) and an average of nearly seven babies born each month experience neonatal abstinence syndrome." This should immediately prompt a referral to the Department of Social Services (DSS) and to the local Community Services Boards (CSBs). The Wright Center found that "reporting of neonatal substance use...has decreased during the last 3 years, leading to fewer substance using mothers being identified at childbirth and subsequently fewer new mothers being referred to substance use treatment." Early intervention services for the substance exposed child and treatment for the mother greatly increase the positive outcomes for the family. The localities listed propose a regional effort to address this issue. Henrico County agrees to be the fiscal agent. The proposal includes hiring a two registered nurses to serve as liaisons between the hospitals, community OBGYNs, DSS and the CSBs. Two RNs will provide education to those in the medical field about the requirements for referring to treatment, substance use identification, trauma informed practices, the benefits of early intervention to avoid neonatal abstinence syndrome and provide proper care for the mother. The RNs will also assist with providing warm handoffs to the community resources and to CSBs for treatment as required.

What is the total cost of the proposed project?
\$270,349.60

What is the total amount of cooperative project funds requested from the OAA (not including any matching funds)?
\$220,349.60

Amount of any matching funds pledged toward the project:

Fund Source	Amount
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What is the strategy for long-term sustainability once OAA funds are reduced or no longer available?

At least three localities hope to have specialized services for pregnant and parenting women (Richmond and Henrico already do via Henrico Area Mental Health & Developmental Services and Richmond Behavioral Health). Additional options for funding include direct disbursement and grant funding.

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

While the localities anecdotally believed this was an area of concern, the Wright Center of VCU provided research which demonstrated the need. The study identified multiple challenges including decline in referrals from hospitals when moms give birth to substance exposed infants, lack of consistent/reliable data, bias in testing/referrals, lack of trust and engagement, inconsistent Child Protective Services Response, lack of prenatal referrals and engagement and timely access to treatment. The opportunities for improvement listed many areas for education, specifically providing comprehensive SUD and trauma informed care training to medical professionals, improved communication and collaboration between the hospitals, OBGYNS, CPS agencies and the Community Services Boards, as well as early identification and intervention for prenatal moms. Registered Nurses will serve as the liaison between the medical field and community resources, link the mother to the community services, provide education to the medical professionals involved in prenatal and postnatal care. This effort will improve the outcomes for both the women and their children. This effort directly relates to abatement efforts. Children living in substance using households are much more likely to become involved in substance use themselves. Repeatedly, the Wright Center heard that there needs to be more communication and coordination among those in providing obstetric care and those providing substance use treatment. The addition of the RNs is vital to accomplishing that goal. Marge Garay, LCPC, CACD/ATE, CODPII offers that "Children of parents with SUDs are at increased risk for abuse or neglect, physical problems, poor behavioral or impulse control, poor emotional regulation, conduct or oppositional disorders, poorer academic performance, psychiatric problems such as depression or anxiety, and substance abuse." These liaisons will work to mitigate and potentially eliminate these risks.

Briefly describe the organization(s), including any sub-recipients or contractors (if known) that will be involved in this project. Attach any contracts and/or memoranda of understanding/agreement. If not fully executed, a draft or a narrative describing the scope of services may suffice.

Name of Organization	Amount of Funding	Status	Description of Role	Entity Type
Chesterfield County	\$128,374.00	Addition	They will hire one RN, this funding will pass through Henrico and go to Chesterfield for this purpose.	City/County Agency

Describe any specific group(s) of individuals this project is designed to reach, and how many individuals are expected to participate each year.

The specific group targeted for education is medical professions providing OBGYN services to women and infants. Outcomes for this population: 1. Provide in-service to all labor and delivery units in the localities participating. 2. Develop relationship with all labor and delivery units so that mothers are linked to treatment prior to leaving the hospital 3. Provide 2 trainings to community OBGYNs on SUD, how to identify SUD, how to refer to treatment The second specific group targeted is women who are pregnant, post partum, and/or served in OBGYN practices. Outcomes for this population: 1. Increase the number of pregnant and post-partum women referred to treatment by OBGYNs and hospital staff by 50% (each locality has current rates of referrals) 2. Increase the number of infants referred to DSS by 10%. 3. Provide a warm hand off to the CSB where the mother resides. 4. Refer all babies born to mothers who used substances during pregnancy to Parent Infant Programs for assessment.

Does this project have components other than opioid-related abatement as defined?

No, it is 100% related to opioid treatment. Yes, there are other substances involved.

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

This is difficult to project. However, women who use opiates often have children with neonatal abstinence syndrome. It is estimated that 50% or more of the women served will have an opiate use disorder. However, no matter what the drug of choice is, it is not unlikely that the women will have used opiates even unknowingly given how much of the drug supply is laced with fentanyl.

Provide a budget narrative for the funding strategy of this project

The project requests hiring 2 full time Registered Nurses to serve the 5 locality area. Costs include salary and fringe as well as operating costs including computers, mileage reimbursement, printers, cell phones. Other costs are associated with providing training to the medical professionals with whom the RNs will come in contact. One RN will be an employee of Henrico Area Mental Health & Developmental Services and one RN will be a Chesterfield County employee. Henrico will serve as a "pass through" to fund the RN position in Chesterfield. Up to \$128,374.00 will pass through Henrico for Chesterfield. This will cover the cost of one RN and their equipment.

Budget - Personnel Expenditures:

New Salaried Staff

Position Type/Description	# of FTEs	FY 2026			FY 2027			FY 2028			FY 2029			FY 2030		
		Salary	Benefits	Total	Salary	Benefits	Total	Salary	Benefits	Total	Salary	Benefits	Total	Salary	Benefits	Total
Registered Nurse	2	\$86,915.00	\$35,229.00	\$248,286.00	\$91,582.45	\$32,053.86	\$247,272.62	\$94,329.92	\$33,015.47	\$254,690.78	\$97,159.82	\$34,005.94	\$262,331.52	\$100,074.61	\$35,026.11	\$270,201.44
Total Salaried Staff	2	N/A	N/A	\$248,286.00	N/A	N/A	\$247,272.62	N/A	N/A	\$254,690.78	N/A	N/A	\$262,331.52	N/A	N/A	\$270,201.44

New Hourly/Wage/Part-Time Staff

Position Type/Description	# of FTEs	FY 2026			FY 2027			FY 2028			FY 2029			FY 2030		
		Salary	Benefits	Total	Salary	Benefits	Total	Salary	Benefits	Total	Salary	Benefits	Total	Salary	Benefits	Total
Total Wage/Part-Time Staff	0	N/A	N/A	\$0.00	N/A	N/A	\$0.00	N/A	N/A	\$0.00	N/A	N/A	\$0.00	N/A	N/A	\$0.00

Grand Total

	# of Staff	FY 2026			FY 2027			FY 2028			FY 2029			FY 2030		
		Grand Total	Grand Total	Grand Total	Grand Total	Grand Total	Grand Total	Grand Total	Grand Total	Grand Total	Grand Total	Grand Total	Grand Total	Grand Total	Grand Total	
Grand Total	2	\$248,286.00	\$247,272.62	\$254,690.78	\$247,272.62	\$248,286.00	\$254,690.78	\$262,331.52	\$270,201.44							



Budget - Operating and Capital Expenditures:

New Operating Expenses

Item Description	FY 2026			FY 2027			FY 2028			FY 2029			FY 2030		
	# of Units	Cost per Unit	Total	# of Units	Cost per Unit	Total	# of Units	Cost per Unit	Total	# of Units	Cost per Unit	Total	# of Units	Cost per Unit	Total
Lap tops/docking station	2	\$1,562.00	\$3,124.00	0	\$0.00	\$0.00	0	\$0.00	\$0.00	0	\$0.00	\$0.00	2	\$1,750.00	\$3,500.00
Printer	2	\$372.00	\$744.00	0	\$0.00	\$0.00	0	\$0.00	\$0.00	0	\$0.00	\$0.00	0	\$0.00	\$0.00
Mileage reimbursement	2	\$3,000.00	\$6,000.00	2	\$3,000.00	\$6,000.00	2	\$3,000.00	\$6,000.00	2	\$3,000.00	\$6,000.00	2	\$3,000.00	\$6,000.00
Food for intervicel/training medical professionals	1	\$5,000.00	\$5,000.00	1	\$5,000.00	\$5,000.00	1	\$5,000.00	\$5,000.00	1	\$5,000.00	\$5,000.00	1	\$5,000.00	\$5,000.00
Medical speakers for training to medical staff	1	\$5,000.00	\$5,000.00	1	\$5,000.00	\$5,000.00	1	\$5,000.00	\$5,000.00	1	\$5,000.00	\$5,000.00	1	\$5,000.00	\$5,000.00
Software license	2	\$225.80	\$451.60	0	\$0.00	\$0.00	0	\$0.00	\$0.00	0	\$0.00	\$0.00	0	\$0.00	\$0.00
Cell phone	2	\$600.00	\$1,200.00	2	\$600.00	\$1,200.00	2	\$600.00	\$1,200.00	2	\$600.00	\$1,200.00	2	\$600.00	\$1,200.00
Keyboard/mouse	2	\$271.00	\$542.00	0	\$0.00	\$0.00	0	\$0.00	\$0.00	0	\$0.00	\$0.00	0	\$0.00	\$0.00
Total Operating Expenses	14	N/A	\$22,061.60	6	N/A	\$17,200.00	6	N/A	\$17,200.00	6	N/A	\$17,200.00	8	N/A	\$20,700.00

New Capital Expenses

Item Description	FY 2026			FY 2027			FY 2028			FY 2029			FY 2030		
	# of Units	Cost per Unit	Total	# of Units	Cost per Unit	Total	# of Units	Cost per Unit	Total	# of Units	Cost per Unit	Total	# of Units	Cost per Unit	Total
Total Capital Expenses	0	N/A	\$0.00	0	N/A	\$0.00	0	N/A	\$0.00	0	N/A	\$0.00	0	N/A	\$0.00

Grand Total

FY 2026			FY 2027			FY 2028			FY 2029			FY 2030		
# of Units	Grand Total		# of Units	Grand Total		# of Units	Grand Total		# of Units	Grand Total		# of Units	Grand Total	
14	\$22,061.60		6	\$17,200.00		6	\$17,200.00		6	\$17,200.00		8	\$20,700.00	

Budget Overview:

Non-OAA Matching Funds

Non-OAA Matching Funds	City/County	FY 2026		FY 2027		FY 2028		FY 2029		FY 2030	
		Requested Amount	Proposed Amount	Requested Amount	Proposed Amount	Requested Amount	Proposed Amount	Requested Amount	Proposed Amount	Requested Amount	Proposed Amount
Total Non-OAA Funding Sources		\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00

OAA Requested Funding Sources

OAA Requested Funding Sources	City/County	FY 2026		FY 2027		FY 2028		FY 2029		FY 2030	
		Requested Amount	Proposed Amount	Requested Amount	Proposed Amount	Requested Amount	Proposed Amount	Requested Amount	Proposed Amount	Requested Amount	Proposed Amount
Individual Distribution (IDIC)	Colonial Heights City										
Individual Distribution (IDIC)	Richmond City										
Individual Distribution (IDIC)	Hanover County										
Individual Distribution (IDIC)	Chesterfield County										
Individual Distribution (IDIC)	Henrico County	\$10,000.00	\$10,000.00	\$10,000.00	\$12,000.00	\$12,000.00	\$14,000.00	\$14,000.00	\$16,000.00	\$16,000.00	\$16,000.00
Cooperative Partnership (COOP)	Henrico County	\$220,349.60	\$214,472.82	\$214,472.82	\$211,890.78	\$211,890.78	\$209,531.52	\$209,531.52	\$210,901.44	\$210,901.44	\$210,901.44
Total OAA Awarded Funding Sources		\$230,349.60	\$224,472.82	\$224,472.82	\$223,890.78	\$223,890.78	\$223,531.52	\$223,531.52	\$226,901.44	\$226,901.44	\$226,901.44

Revenue Grand Total

Revenue Grand Total	FY 2026		FY 2027		FY 2028		FY 2029		FY 2030	
	Requested Amount	Proposed Amount	Requested Amount	Proposed Amount	Requested Amount	Proposed Amount	Requested Amount	Proposed Amount	Requested Amount	Proposed Amount
	\$230,349.60	\$224,472.82	\$224,472.82	\$223,890.78	\$223,890.78	\$223,531.52	\$223,531.52	\$226,901.44	\$226,901.44	\$226,901.44

Expenses

Expenses	FY 2026		FY 2027		FY 2028		FY 2029		FY 2030	
	Requested Amount	Proposed Amount	Requested Amount	Proposed Amount	Requested Amount	Proposed Amount	Requested Amount	Proposed Amount	Requested Amount	Proposed Amount
Personnel-related	\$248,288.00	\$247,272.82	\$247,272.82	\$254,690.78	\$254,690.78	\$262,331.52	\$262,331.52	\$270,201.44	\$270,201.44	\$270,201.44
Operating (including contracts)	\$22,061.60	\$17,200.00	\$17,200.00	\$17,200.00	\$17,200.00	\$17,200.00	\$17,200.00	\$20,700.00	\$20,700.00	\$20,700.00
Total Expenses	\$270,349.60	\$264,472.82	\$264,472.82	\$271,890.78	\$271,890.78	\$279,531.52	\$279,531.52	\$290,901.44	\$290,901.44	\$290,901.44

Total Requested Amount from the OAA

Total Requested Amount from the OAA	FY 2026		FY 2027		FY 2028		FY 2029		FY 2030	
	Requested Amount	Proposed Amount	Requested Amount	Proposed Amount	Requested Amount	Proposed Amount	Requested Amount	Proposed Amount	Requested Amount	Proposed Amount
	\$270,349.60	\$264,472.82	\$264,472.82	\$271,890.78	\$271,890.78	\$279,531.52	\$279,531.52	\$290,901.44	\$290,901.44	\$290,901.44



Agreements:

Attach a copy of the cooperative partnership agreement between the participating cities and/or counties for the project. The agreement should also designate the city or county selected as fiscal agent for the cooperative project. A SAMPLE agreement is available here. This agreement is needed to apply.

- i. If any participating city and/or county elects to allocate a portion of its Direct Distributions and/or Individual Distributions from the OAA to this regional project, the Cooperative Partnership Agreement should clearly document the commitment separately for each fund and the amount.
- ii. If the project is selected for an award, the partnership will then need to complete an Operational Agreement (sample agreement and exhibit) that details how the partnership and the fiscal agent will implement and manage the project. This agreement is only needed if the project is awarded.

Colonial Heights City Signature Pending

Name of City/County	Contact Person Name	Email
Colonial Heights City	Becca Lynch	lynchb@colonialheightsva.gov

Richmond City Signature Pending

Name of City/County	Contact Person Name	Email
Richmond City	Sabrina Joy-Hogg	sabrina.joy-hogg@rva.gov

Hanover County Signature Pending

Name of City/County	Contact Person Name	Email
Hanover County	Jay Brown	jabrown@hanovercounty.gov

Chesterfield County Signature Completed

Name of City/County	Contact Person Name	Email
Chesterfield County	Jennifer Renee Patterson	pattersonje@chesterfield.gov

Henrico County Signature Completed

Name of City/County	Contact Person Name	Email
Henrico County	Michael Yael Feinmel	fei@henrico.gov



Performance Measurement:

Efforts Directed Toward Pregnant / Nursing Women with Substance Use Disorders

Position Type/Description	FY 2026	FY 2027	FY 2028	FY 2029	FY 2030
No. of pregnant / nursing women completing some form of detox	5	0	0	0	0
No. of pregnant / nursing women connected to therapeutic counseling services	20	0	0	0	0
No. of pregnant / nursing women connected to peer supports	20	0	0	0	0
No. of babies with neonatal abstinence syndrome treated	10	0	0	0	0

Performance Measures Notes

1 - Provide an in-service to all labor and delivery units in the localities participating. 2 - Develop relationships with labor and delivery units so that mothers with SUD are directly linked to treatment prior to leaving the hospital. 3 - Provide 2 trainings to community OBGYNs on SUD, how to identify SUD, how to refer to treatment. 4 - Increase referrals to DSS by 10% from hospitals/OBGYNs (10% greater than FY25 referrals). 5. All babies born to mothers who used substances during pregnancy are referred to Parent Infant Programs for Assessment.



Objectives:

Objective

Objective	Proposed Start Date	Proposed Completion Date
Hire staff	7/1/2025	9/30/2025
Develop program brochure	7/1/2025	9/30/2025
Order needed supplies - lap top etc.	7/1/2025	9/30/2025
Track Outcomes	7/1/2025	6/30/2026
Develop inter locality advisory group and have quarterly meetings	7/1/2025	6/30/2026

Provide any additional information regarding the objectives entered (optional).



Reference Information:

Is your Project Evidence based?

Yes No

Is your Project Evidence Informed?

Yes No

Is your project certified/credentialed by a State or Federal Agency, or other organization?

Yes No

Has your project received any award(s) and/or recognition?

Yes No

Is your project working with an organization with an established record of success?

Yes No

Do you have any additional supporting document?

Yes No

Do you have a weblink or do you want to upload a file?

Weblink File Upload

File Upload

Pregnant and parenting populations needs assessment report - Final
2025-S-00160 - VOAA_Partnership Agreement with Counties_Grant Application for Hospital Liaison



Signature:

I swear or affirm that all information contained in and attached to this application is true to the best of my knowledge and that I agree that any awards resulting from this application will follow the OAA's established terms and conditions.

Contact Person for this Application

Contact Person Name	Job Title	Office Phone
Michael Yael Feinmel	Deputy County Manager	(804) 501-7580
Cell Phone	Suffix	Email
-	-	fei@henrico.gov

Signature: Michael Feinmel
Michael Feinmel (Apr 30, 2025 07:51 EDT)

Email: fei@henrico.gov



VIRGINIA OPIOID ABATEMENT AUTHORITY GRANT AWARD TERMS AND CONDITIONS FOR COOPERATIVE PARTNERSHIPS OF 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 associated with 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 Cooperative Partnership of 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*
- e. Utilizing abatement funds for a current employee's costs is considered supplanting and not allowed per *Code of Virginia §2.2-2370*.
- f. If a city or county grantee is experiencing delays with receiving OAA awarded funds and the approved project is incurring expenses, it is permissible for the city or county to pay those expenses from another funding source and then execute a journal entry in the general ledger to transfer the expenses to the OAA funds when received.
- i. In these cases, cities and counties must keep detailed and accurate records reconciling the amounts and be able to produce them when requested.
- g. Cooperative Partnership Fiscal Agents will ensure awarded funds and contingent matching funds are spent in the following sequence based on the respective approved budget for each grant:
- i. Direct Distribution Match
 - ii. Other Non-OAA Match
 - iii. Individual Distribution
 - iv. Gold Standard Incentive
 - v. Cooperative Partnership Funds
1. Additionally, this order may be applied to any funding reports sent to the OAA that are not able to demonstrate how the separate revenues have been spent.
 2. This item does not remove the OAA's separate accounting requirement across all project revenues.

3. Period of Performance

- a. Awards for cooperative partnership projects will be on a fiscal year basis.
- b. Each award will be for one full fiscal year with the option for up to four one-year renewals.
- c. An application for renewal will be required from the participating partner cities and/or counties and submitted by the end of the application period of each year prior to the renewal.
- d. Reporting will be on a yearly basis.
- e. After a project has been renewed four times, the partnership will need to submit a new application.



Grant Award Terms and Conditions for Cooperative Partnership of Cities and Counties

- f. The initial cooperative partnership projects will be awarded for Fiscal Year 2024
- g. Beginning in FY2025, the OAA will require the fiscal agent to repay any unencumbered balances to the OAA by September 1 of the following fiscal year, unless a carryforward request is submitted meeting the following conditions:
 - i. The carryforward was planned and submitted as part of the approved project budget, or
 - ii. The partnership is making reasonable and measurable progress to implement its project(s) as described in the approved proposal; and
 1. The "dates on the "Objectives" tab of the application in the OAA" Grants Portal will be used to document reasonable and measurable progress.
 - iii. The partnership and fiscal agent remain in compliance with the terms and conditions of the OAA.

4. Reporting

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.
 1. Financial reporting is on a cash basis.
 - 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 cooperative partnership 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)*
 - i. All city and county partners in a Cooperative Partnership are required to report on all expenditures and programmatic performance measures for spending related to the recipient's Direct Distribution of the settlement on a yearly basis on forms prescribed by the OAA. This report will be completed by each partner city or county for itself. This is the only Cooperative Partnership report the fiscal agent is not responsible for completing and submitting.
- 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 partnership 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.



Grant Award Terms and Conditions for Cooperative Partnership of Cities and Counties

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.
- c. In no way does entering this MOU waive any defenses the agency may have as provided by law or otherwise against third-party claims.

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 whistle blower is requested or subpoenaed by an appropriate authority to participate in an investigation, hearing, or inquiry by an appropriate authority or in a court action
- c. No employer may discharge, threaten, or otherwise discriminate or retaliate against a whistle blower whether acting on his own or through a person acting on his behalf or under his direction.



Grant Award Terms and Conditions for Cooperative Partnership of Cities and Counties

- d. No employer may discharge, threaten, or otherwise discriminate or retaliate against a whistle blower, in whole or in part, because the whistle blower is requested or subpoenaed by an appropriate authority to participate in an investigation, hearing, or inquiry by an appropriate authority or in a court action
- e. An employer shall post notices and use other appropriate means to notify employees and keep them informed of the protection and obligations set forth in the provisions of Chapter 30.1.

14. Requirement to Report Potentially Duplicative Funding.

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

15. Additional Monitoring Requirements

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

16. Travel Policy

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

17. Award Amendments

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

- a. At all times regardless of any amendment the cooperative partnership and fiscal agent must remain in compliance with the OAA's terms and conditions.
- b. The fiscal agent city or county must obtain approval from the OAA for any budget changes.
 - i. If the budget change is within the current fiscal year, within the approved scope, and amongst the approved expenditure categories (personnel, operating, capital), OAA staff may provide approval of the change.
 - ii. If the budget change is outside the current fiscal year, not within the approved scope, and/or not within the approved expenditure categories (personnel, operating, capital), then an amendment needs to be completed and reviewed and approved by the Grants Committee.

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. Carryforward of funds from FY2023 to FY2024 and FY2024 to FY2025 will be automatic. In subsequent years, carryforward requests will need approval from the OAA or remaining balances will be repaid to the OAA. Reporting will be on a yearly basis, due September 1, of each year on forms prescribed by the OAA. Grant funds, including matching funds, 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.

- a. Any approved expenditure items that require a pre-payment that crosses fiscal years should be pre-paid no more than 90 days in advance and/or the item received by September 30th of the subsequent fiscal year. OAA staff may grant an extension of this time period (within the subsequent fiscal year) if extenuating circumstances are demonstrated by the city or county. Any other extensions must be approved by the Grants Committee.
- b. If a final carryforward amount for a city or county project is a de minimis (in context of the total project cost) difference from the amount approved by the Grants Committee and the usage in the subsequent fiscal year is within the approved scope and budget line items, then these carryforward amounts may be approved by staff. All other cases of carryforward requests will require approval from the Grants Committee.
- c. For Cooperative Partnership projects with final carryforward amounts that differ from the amount approved by the Grants Committee, the following will apply:
 - i. For carryforward amounts less than the Grants Committee approved amount, no changes will be made to the subsequent fiscal year award amounts.
 - ii. For carryforward amounts greater than the Grants Committee approved amount, the subsequent fiscal year Cooperative Partnership award will be reduced by a like amount, unless the fiscal agent can demonstrate that the funds will be used for an already approved expenditure that is not able to be realized in the fiscal year it was approved. Any carryforward greater than the Grants Committee approved amount requires Grants Committee approval.

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 recipient.