

INTRODUCED: February 23, 2026

AN ORDINANCE No. 2026-047

To authorize the Chief Administrative Officer, for and on behalf of the of the City of Richmond, to accept funds in the amount of \$10,000.00 from the Virginia Opioid Abatement Authority and to amend the Fiscal Year 2025-2026 General Fund Budget by creating a new line item in the Outside Agencies and Central Appropriations agency called the “Henrico County OAA Hospital Liaison Grant,” and appropriate the increase to the Fiscal Year 2025-2026 General Fund Budget by increasing estimated revenues and the amount appropriated to such new line item by \$10,000.00, all for the purpose of making a grant of matching funds to Henrico County to support the Hospital Liaison initiative funded by the Virginia Opioid Abatement Authority.

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, is authorized to accept funds in the amount of \$10,000.00 from the Virginia Opioid Abatement Authority for the purpose of making a grant of matching funds to Henrico County to support the Hospital Liaison initiative funded by the Virginia Opioid Abatement Authority.

AYES: 7 NOES: 0 ABSTAIN: _____

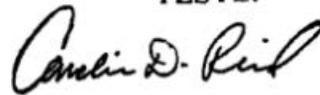
ADOPTED: MAR 10 2026 REJECTED: _____ STRICKEN: _____

§ 2. That Article I, Section 1 of Ordinance No. 2025-057, adopted May 12, 2025, which adopted a General Fund Budget for the fiscal year commencing July 1, 2025, and ending June 30, 2026, and made appropriations pursuant thereto, be and is hereby amended by creating a new line item in the Outside Agencies and Central Appropriations agency called the “Henrico County Hospital Liaison Grant” for the purpose of making a grant of matching funds to Henrico County to support the Hospital Liaison initiative funded by the Virginia Opioid Abatement Authority.

§ 3. That the funds received from the Virginia Opioid Abatement Authority are hereby appropriated to the General Fund Budget for the fiscal year commencing July 1, 2025, and ending June 30, 2026, by increasing estimated revenues by \$10,000.00, increasing the amount appropriated for expenditures by \$10,000.00, and allotting to the “Henrico County Hospital Liaison Grant” line item in the Outside Agencies and Central Appropriations agency the sum of \$10,000.00, for the purpose of making a grant of matching funds to Henrico County to support the Hospital Liaison initiative funded by the Virginia Opioid Abatement Authority.

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

**A TRUE COPY:
TESTE:**



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: Tanikia Jackson, DCAO for Finance and Administration

THROUGH: Letitia Shelton, Director of Finance

THROUGH: Meghan Brown, Director of Budget and Strategic Planning

THROUGH: Amy Popovich, DCAO for Human Services

FROM: Jason Alley, Policy Advisor

RE: To authorize 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.

ORD. OR RES. No. _____

PURPOSE: To authorize the Chief Administrative Officer, for and on behalf of the of the City of Richmond, to accept funds in the amount of \$10,000.00 from the Virginia Opioid Abatement Authority and to amend the Fiscal Year 2025-2026 General Fund Budget by creating a new line item in the Non-Departmental agency to be called the “Henrico County OAA Hospital Liaison Grant” line item, and to appropriate the increase to the Fiscal Year 2025-2026 General Fund Budget by increasing estimated revenues and the amount appropriated to such new line item by \$10,000.00, all for the purpose of making a grant of matching funds to Henrico County to support the Hospital Liaison initiative funded by the Virginia Opioid Abatement Authority.

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, Henrico County, in partnership with the City of Richmond, City of Colonial Heights, Chesterfield and Hanover counties, submitted a cooperative project proposal. 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. Henrico County will serve as the lead applicant and fiscal agent.

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 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 to combat the opioid crisis. This ordinance allows for the acceptance and distribution of those matching funds for the purpose of funding a hospital liaison initiative in collaboration with Henrico County, Hanover County, Chesterfield County, and the City of Colonial Heights 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 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.

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. The City will receive \$10,000.00 from the Virginia Opioid Abatement Authority, which will be appropriated and passed through to Henrico County, serving as the fiscal agent, to fulfill the City’s required match. The City’s match is fully funded by the grant proceeds received from the Authority, consistent with the approach used by all participating localities.

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 an operational agreement for the project.

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

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

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



VIRGINIA OPIOID ABATEMENT AUTHORITY

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

June 18, 2025

Board of Directors

[Senator Todd Pillion](#)

Chair

[Dr. Sarah Thomason,](#)
PHARM.D

Vice-Chair

[Delegate Briana Sewell](#)

Treasurer

[Timothy R. Spencer](#)

Secretary

[Hon. Janet Vestal Kelly](#)

Secretary of Health &
Human Resources

[Michael Tillem](#)

Journey House
Recovery Foundation

[Sheriff Joe Baron](#)

City of Norfolk

[Sharon Buckman](#)

Piedmont CSB

[Daryl Washington](#)

Fairfax-Falls Church
CSB

[Dr. James Thompson,](#)
MD

Master Center for
Addiction Medicine

[Debbie Ritter](#)

Chesapeake City
Council

Henrico County

Michael Yael Feinmel

Deputy County Manager

PO Box 90775

Henrico Virginia 23273

fei@henrico.gov

Dear Michael Yael Feinmel

As Chairman of the Virginia Opioid Abatement Authority (OAA) I am pleased to inform you that Henrico County acting as fiscal agent on behalf of itself, Chesterfield County, Hanover County, Richmond City, Colonial Heights City, has been awarded a Cooperative Partnership grant in the amount of \$220,350.00 to support its Hospital Liaisons - PPW project.

Included in this award are Individual Distribution and/or Gold Standard Incentive awards pledged as a match to this project for the following localities: Colonial Heights City : \$10,000.00, Richmond City : \$10,000.00, Hanover County : \$10,000.00, Chesterfield County : \$10,000.00, Henrico County : \$10,000.00. The total amount awarded for this project is \$50,000.00.

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

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

Sincerely,

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

Senator Todd Pillion, Chairman

Virginia Opioid Abatement Authority Board of Director



VIRGINIA OPIOID ABATEMENT AUTHORITY

AWARD ACCEPTANCE PACKAGE

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

June 18, 2025

Henrico County
Michael Yael Feinmel
Deputy County Manager
PO Box 90775
Henrico Virginia 23273
fei@henrico.gov

RE: Cooperative Partnership (COOP) – Hospital Liaisons - PPW

This letter confirms that on June 05, 2025, the Virginia Opioid Abatement Authority's (OAA) Grants Committee voted to award \$220,350.00 as a Cooperative Partnership grant to Henrico County acting as fiscal agent on behalf of itself, Chesterfield County, Hanover County, Richmond City, Colonial Heights City for fiscal year 2026 to support Hospital Liaisons - PPW.

Included in this award are Individual Distribution and/or Gold Standard Incentive awards pledged as a match to this project for the following localities: Colonial Heights City : \$10,000.00, Richmond City : \$10,000.00, Hanover County : \$10,000.00, Chesterfield County : \$10,000.00, Henrico County : \$10,000.00. The total amount awarded for this project is \$50,000.00.

Cooperative Partnership funds will be transmitted to the fiscal agent. Any matching funds transmitted by the OAA will be sent to the pledging city or county. All award transmittals will be a lump sum payment and not paid in installments or on a reimbursement basis.

The performance period for fiscal year 2026 is July 1, 2025, through June 30, 2026. A report will be due by September 1, 2026, regarding the performance measures and the use of the funds.

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

To accept this award, this package must be signed and returned to the OAA along with any contingency items listed. The OAA will be in touch if any additional information is needed to transmit the award. This grant number is COOP87405-AA01.

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

Thanks and Regards,

A handwritten signature in black ink, appearing to be "CL", written over a light blue horizontal line.

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



VIRGINIA OPIOID ABATEMENT AUTHORITY

FINANCIAL DETAILS

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

June 18, 2025

OAA Award Financial Details

Project Title: Hospital Liaisons - PPW

Grant Number: COOP87405-AA01

	FY 2026
Total Non-OAA Funds	\$0.00
Total OAA Awards	\$230,350.00

Fiscal Agent - Henrico County

OAA Matching Grant Award(s)

Grant Type	FY 2026
Individual Distribution (IDIC)	\$10,000.00
Total	\$10,000.00

OAA Grant Award(s)

Grant Type	FY 2026
Cooperative Partnership (COOP)	\$220,350.00
Total	\$220,350.00



VIRGINIA OPIOID ABATEMENT AUTHORITY

FINANCIAL DETAILS

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

June 18, 2025

OAA Award Cooperative Partnership Matching Details

Project Title: Hospital Liaisons - PPW

Grant Number: COOP87405-AA01

	FY 2026
Total Non-OAA Matching Funds	\$0.00
Total OAA Matching Awards	\$40,000.00

Colonial Heights City

OAA Matching Grant Award(s)

Grant Type	FY 2026
Individual Distribution (IDIC)	\$10,000.00
Total	\$10,000.00

Richmond City

OAA Matching Grant Award(s)

Grant Type	FY 2026
Individual Distribution (IDIC)	\$10,000.00
Total	\$10,000.00

Hanover County

OAA Matching Grant Award(s)

Grant Type	FY 2026
Individual Distribution (IDIC)	\$10,000.00
Total	\$10,000.00

Chesterfield County

OAA Matching Grant Award(s)

Grant Type	FY 2026
Individual Distribution (IDIC)	\$10,000.00
Total	\$10,000.00



VIRGINIA OPIOID ABATEMENT AUTHORITY

CONTINGENCIES AND SIGNATURE

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

June 18, 2025

Contingencies and Signature

Project Title: Hospital Liaisons - PPW

Grant Number: COOP87405-AA01

Fiscal Agent: Henrico County

	FY 2026
Total Non-OAA Funds	\$0.00
Total OAA Awards	\$270,350.00

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

Additionally, I understand and acknowledge that the following conditions must be met as part of accepting this award:

- The fiscal agent acknowledges that it will ensure appropriate staff and/or partners are subscribed and regularly reviewing the contents of OAA's primary form of broad communication for applicants and awardees, the "Virginia Opioid Abatement Authority News Update" newsletter where OAA publishes pertinent information and requirements including dues dates, instructions, guidance, etc. that all applicants and awardees are required to follow.

Further, I also understand and acknowledge that the following conditions must be met as part of accepting this award before the OAA will transmit the funds:

- Completion of operational agreement amongst all partner cities and/or counties
- The fiscal agent acknowledges that it will ensure appropriate staff and/or partners are subscribed and regularly reviewing the contents of OAA's primary form of broad communication for applicants and awardees, the "Virginia Opioid Abatement Authority News Update" newsletter where OAA publishes pertinent information and requirements including dues dates, instructions, guidance, etc. that all applicants and awardees are required to follow.

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



VIRGINIA OPIOID ABATEMENT AUTHORITY

PERFORMANCE MEASUREMENT

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

June 18, 2025

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.



VIRGINIA OPIOID ABATEMENT AUTHORITY

TERMS AND CONDITIONS FOR COOPERATIVE PARTNERSHIPS OF CITIES AND COUNTIES

701 E. Franklin St, Ste 803, Richmond, VA 23219 | 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
 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.
- 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.

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

14. Requirement to Report Potentially Duplicative Funding.

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

15. Additional Monitoring Requirements

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

16. Travel Policy

Recipients may follow their own established travel rates if they have an established travel policy. The OAA reserves the right to determine the reasonableness of an organization's travel policy. If the recipient does not have an established policy, then they must adhere to state travel policy. Refer to the following IRS website for the most current mileage rate: <https://www.irs.gov/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.