

INTRODUCED: February 23, 2026

AN ORDINANCE No. 2026-050

To authorize the Chief Administrative Officer, for and on behalf of the City of Richmond, to execute an Operational Agreement for Cooperative Partnerships for Regional Recovery Day between the City of Richmond and the Counties of Henrico, Chesterfield, and Hanover for the purpose of supporting a Regional Recovery Day event 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, be and is hereby authorized to execute an Operational Agreement for Cooperative Partnerships for Regional Recovery Day between the City of Richmond and the Counties of Henrico, Chesterfield, and Hanover for the purpose of supporting a Regional Recovery Day event funded by the Virginia Opioid Abatement Authority. The Operational Agreement for Cooperative Partnerships for Regional Recovery Day shall be approved as to form by the City Attorney and shall be substantially in the form of the document attached to this ordinance.

AYES: _____ NOES: _____ ABSTAIN: _____

ADOPTED: _____ REJECTED: _____ STRICKEN: _____

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



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 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 Regional Recovery Day event funded by the Virginia Opioid Abatement Authority.

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 Regional Recovery Day event 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 and Chesterfield and Hanover counties, submitted a cooperative project proposal to support Regional Recovery Day. Henrico County served 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 by Henrico County was approved with a locality match of \$2,500.00 from Richmond's individual distribution, at no fiscal impact to the City of Richmond.

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. This ordinance authorizes the Chief Administrative Officer, for and on behalf of the City of Richmond, to 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 Regional Recovery Day event funded by the Virginia Opioid Abatement Authority. There will be one additional ordinance accompanying this ordinance that will authorize the Chief Administrative Officer to accept \$2,500.00 from the VOAA for the purpose of making a grant of matching funds to Henrico County to support the Regional Recovery Day initiative.

About Regional Recovery Day:

Henrico County, in conjunction with Chesterfield and Hanover Counties and the City of Richmond, hosted the first annual Regional Recovery Day on September 30, 2024. Now an annual event co-hosted by the four localities, Regional Recovery Day brings together over 800 attendees across the Richmond region to provide resources and support for people in recovery and those who experience substance use disorder.

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. This

project is the result of regional collaboration between the counties of Henrico, Hanover, Chesterfield, and the City of 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: There is no direct fiscal impact to the City. The funds used for this project are from the Virginia Opioid Abatement Authority. The City will receive \$2,500.00 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 9, 2026

CITY COUNCIL PUBLIC HEARING DATE: February 23, 2026

REQUESTED AGENDA: Consent agenda

RECOMMENDED COUNCIL COMMITTEE: Finance and Economic Development

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

RELATIONSHIP TO EXISTING ORD. OR RES.: Res. No. 2018-R094; Ord. No. 2021-234; Res. No. 2021-R078; Res. No. 2022-R013; Res. No. 2023-R010; Ord. No. 2025-057; This Ordinance is a companion paper to Admin-2025-1102. This Ordinance should be introduced and adopted before or alongside Admin-2025-1102.

ATTACHMENTS: 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 Regional Recovery Day: Henrico, Hanover and Chesterfield Counties and City of Richmond

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

WHEREAS, the Partners developed and jointly submitted an application for cooperative partnership funding from the Virginia Opioid Abatement Authority (OAA), attached hereto as Exhibit 1 and incorporated herein by reference, namely, to fund Regional Recovery Day which aims to bring together community members, professionals, and families to promote awareness and support around substance use and recovery (the “Cooperative Partnership”). Regional Recovery Day features a vendor fair with treatment and support resources, provides public education on substance use and recovery, offers training for legal system partners on their role in supporting recovery, and creates space for families and friends of those affected to receive guidance and support.

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 2027, 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, 2031, unless or until the Partners agree not to request a renewal of the award, or the OAA declines to renew the award.

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 agency shall receive and manage those funds as well. The fiscal agent shall be responsible for ensuring 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. 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. 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.

5. STAFFING (if applicable)

The Partners agree that no individual staff will be hired as part of this agreement.

6. PURCHASES

The Partners agree that any jurisdiction participating in the Cooperative Partnership may make purchases in furtherance or in relation to the Cooperative Partnership, including, but not limited to, advertising as agreed upon during planning Partner meeting. All purchases must be agreed to by the Partners in advance. Requests for reimbursement or payment of such purchases from the funds distributed by the OAA and agreed to by the Partners shall be submitted to the fiscal agent within thirty (30) days of the purchase. Only those purchases that fall within the expenses listed in the VOAA approved application shall be eligible for reimbursement or payment from funding awarded for the Cooperative Partnership. Such requests for reimbursement shall not exceed the approved budget. The fiscal agent, in collaboration with the Partners, shall determine the necessary documentation that must be submitted in support of any reimbursement request. Whether any request for reimbursement or payment is a direct cost and therefore reimbursable under the terms of the OAA grant shall be determined by the fiscal agent.

The Partners shall agree in advance to the use of a competitive grant or bid process for purchasing any goods or services in furtherance of the Cooperative Partnership. Should the Partners agree to the use of a competitive grant or bid process, the fiscal agent shall be responsible for pursuing such process on behalf of the Partners and shall ensure that any procurement contract is consistent with the procurement standards set forth in the Virginia Public Procurement Act, Virginia Code § 2.2-4300 *et seq.*

7. **REPORTING**

The Partners agree 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 its reporting obligations for the Cooperative Partnership. Should a Partner 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.

8. **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 the fiscal agent with access to all its records which relate directly or indirectly to this Agreement and the Cooperative Partnership at each Partner's place of business during regular business hours. The Partners agree to retain all records pertaining

to this Agreement and the Cooperative Partnership and shall make them available to the fiscal agent upon request for five (5) complete calendar years following expiration of this Agreement. 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.

9. COMPLIANCE WITH LAW AND POLICY

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. All payments and other performance obligations of the Partners under this Agreement are subject to annual appropriations by their respective City Council or Board of Supervisors, as applicable;

consequently, this Agreement shall bind each Partner only to the extent its governing body appropriates sufficient funds for the Partners to perform their obligations hereunder.

10. 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.

11. 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.

12. 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.

13. NOTIFICATION

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

Partner:

Henrico County		Richmond City	
Name:	Michael Yael Feinmel	Name:	Odie Donald
Title:	Deputy County Manager	Title:	Chief Administrative Officer
Address:	4301 E. Parham Road Henrico, VA 23228	Address:	900E. 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

14. 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.

15. COUNTERPARTS

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 hereto. The parties hereby agree that electronic signatures shall be treated the same as handwritten signatures for the purposes of validity, enforceability and admissibility.

16. ENTIRE AGREEMENT

The terms of this Agreement constitute the entire agreement of the Partners relating to the subject matter hereof. All prior negotiations, representations and agreements relating to the subject matter hereof between the Partners 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 Partners.

IN WITNESS WHEREOF, the Partners have executed this Agreement effective as of the date of execution.

**Henrico County,
VIRGINIA**

By: _____

Name: _____

Title: _____

Date: _____

**Chesterfield County,
VIRGINIA**

By: _____

Name: _____

Title: _____

Date: _____

**Richmond City,
VIRGINIA**

By: _____

Name: _____

Title: _____

Date: _____

AATF: *Fabrica C. Renty*
**Hanover County,
VIRGINIA**

By: _____

Name: _____

Title: _____

Date: _____



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](#).

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

Richmond City

Name of City/County	Contact Person Name	Job Title
Richmond City	Sabrina Joy-Hogg	Interim Chief Administrative Officer
Office Phone	Cell Phone	Email
-	-	sabrina.joy-hogg@rva.gov



Project Proposal:

Contact Information

Name of Fiscal Agent City of County
Henrico County
Project Name
Regional Recovery Day

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

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.

How long has the project existed?

This will be the second year

Provide a brief narrative description of the proposed project.

In 2024, Henrico County, in conjunction with Chesterfield and Hanover Counties and the City of Richmond hosted Regional Recovery Day, on September 30 2024. The event featured 2 speakers, a panel discussion, and a vendor fair featuring close to 50 vendors. Between 500 and 750 attendees took part in the function. In 2025, the jurisdictions seek to expand participation in 2025 Regional Recovery Day, by changing the time to late afternoon/evening hours, bringing in 1-2 speakers that will attract attendance, and increasing advertising. The vendor fair went a long way towards connecting people in the Richmond area and their families in need with resources, and expanding the attendance will allow the entire area to build on the good work being done in this field. Promoters will also explore with transit services providing transportation to and from the venue from hubs throughout the Richmond area.

What is the total cost of the proposed project?

\$46,946.00

What is the total amount of cooperative project funds requested from the OAA (not including any matching funds)?

\$34,446.00

Amount of any matching funds pledged toward the project:

Fund Source	Amount

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

As the project continues to have success, a variety of funding streams will be considered, including Direct Distribution funds, General Funds, other grants, and community fund raising.

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

September is Recovery Month. Many of the community events tend to be sparsely attended and do not always serve the community as a whole in connections with services as well as education. Regional leaders wanted to bring together the Richmond area localities to a larger venue and allow resource providers throughout the area to make area residents aware of the options in assisting recovery for those suffering from OUD and SUD.

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
Henrico County Sports and Entertainment Authority	\$6,596.00	Addition	Use of Henrico County Sports and Events Center	City/County Agency
Productive Events	\$3,600.00	Addition	Video/Lighting/Audio	Vendor/Contractor

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

The program is designed to reach the entire Richmond/Chesterfield/Hanover/Henrico Community- families with loved ones in need, individuals with OUD/SUD, and anyone else in the community who wants to or who is willing to educate themselves.

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)?

80%

Provide a budget narrative for the funding strategy of this project

Henrico County is pledging \$5000 of its Individual Distribution Funds. Each of the other Richmond area localities is pledging \$2500 of Direct Distribution Funds. If this program continues to grow into a success, regional funding approaches will be considered.



Budget - Personnel Expenditures:

New Salaried Staff

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

New Hourly/Wage/Part-Time Staff

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

Grand Total

	FY 2026		FY 2027		FY 2028		FY 2029		FY 2030	
	# of Staff	Grand Total								
Grand Total	0	\$0.00	0	\$0.00	0	\$0.00	0	\$0.00	0	\$0.00

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
Venue	1	\$6,596.00	\$6,596.00	1	\$7,500.00	\$7,500.00	1	\$7,500.00	\$7,500.00	1	\$8,000.00	\$8,000.00	1	\$8,000.00	\$8,000.00
Marketing	1	\$10,000.00	\$10,000.00	1	\$10,000.00	\$10,000.00	1	\$10,000.00	\$10,000.00	1	\$10,000.00	\$10,000.00	1	\$10,000.00	\$10,000.00
Speakers	2	\$7,500.00	\$15,000.00	2	\$7,500.00	\$15,000.00	2	\$7,500.00	\$15,000.00	2	\$7,500.00	\$15,000.00	2	\$7,500.00	\$15,000.00
Security	1	\$750.00	\$750.00	1	\$1,000.00	\$1,000.00	1	\$1,000.00	\$1,000.00	1	\$1,000.00	\$1,000.00	1	\$1,000.00	\$1,000.00
Food	1	\$3,000.00	\$3,000.00	1	\$3,000.00	\$3,000.00	1	\$3,000.00	\$3,000.00	1	\$3,000.00	\$3,000.00	1	\$3,000.00	\$3,000.00
Audio	1	\$3,600.00	\$3,600.00	1	\$3,600.00	\$3,600.00	1	\$3,600.00	\$3,600.00	1	\$3,560.00	\$3,560.00	1	\$3,600.00	\$3,600.00
Room Decor	1	\$1,000.00	\$1,000.00	1	\$1,000.00	\$1,000.00	1	\$1,000.00	\$1,000.00	1	\$1,000.00	\$1,000.00	1	\$1,000.00	\$1,000.00
Printing	1	\$1,000.00	\$1,000.00	1	\$1,000.00	\$1,000.00	1	\$1,000.00	\$1,000.00	1	\$1,000.00	\$1,000.00	1	\$1,000.00	\$1,000.00
Speaker Gifts	10	\$100.00	\$1,000.00	10	\$100.00	\$1,000.00	10	\$100.00	\$1,000.00	10	\$100.00	\$1,000.00	10	\$100.00	\$1,000.00
Transportation for Attendees	1	\$2,500.00	\$2,500.00	1	\$2,500.00	\$2,500.00	1	\$2,500.00	\$2,500.00	1	\$2,500.00	\$2,500.00	1	\$2,500.00	\$2,500.00
Misc Costs	1	\$2,500.00	\$2,500.00	1	\$2,500.00	\$2,500.00	1	\$2,500.00	\$2,500.00	1	\$2,500.00	\$2,500.00	1	\$2,500.00	\$2,500.00
Total Operating Expenses	21	N/A	\$46,946.00	21	N/A	\$48,100.00	21	N/A	\$48,100.00	21	N/A	\$48,560.00	21	N/A	\$48,600.00

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												

Grand Total

	FY 2026		FY 2027		FY 2028		FY 2029		FY 2030	
	# of Units	Grand Total								
Grand Total	21	\$46,946.00	21	\$48,100.00	21	\$48,100.00	21	\$48,560.00	21	\$48,600.00

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	Proposed Amount	Proposed Amount	Proposed Amount
Total Non-OAA Funding Sources		\$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	Proposed Amount	Proposed Amount	Proposed Amount
Individual Distribution (IDIC)	Richmond City	\$2,500.00	\$2,500.00	\$2,500.00	\$2,500.00	\$2,500.00
Individual Distribution (IDIC)	Hennico County	\$5,000.00	\$5,000.00	\$5,000.00	\$5,000.00	\$5,000.00
Individual Distribution (IDIC)	Chesterfield County	\$2,500.00	\$2,500.00	\$2,500.00	\$2,500.00	\$2,500.00
Individual Distribution (IDIC)	Hanover County	\$2,500.00	\$2,500.00	\$2,500.00	\$2,500.00	\$2,500.00
Cooperative Partnership (COOP)	Hennico County	\$34,446.00	\$35,600.00	\$35,600.00	\$36,060.00	\$36,100.00
Total OAA Awarded Funding Sources		\$46,946.00	\$48,100.00	\$48,100.00	\$48,560.00	\$48,600.00

Revenue Grand Total

	FY 2026	FY 2027	FY 2028	FY 2029	FY 2030
	Requested Amount	Proposed Amount	Proposed Amount	Proposed Amount	Proposed Amount
Revenue Grand Total	\$46,946.00	\$48,100.00	\$48,100.00	\$48,560.00	\$48,600.00

Expenses

Expenses	FY 2026	FY 2027	FY 2028	FY 2029	FY 2030
	Requested Amount	Proposed Amount	Proposed Amount	Proposed Amount	Proposed Amount
Operating (including contracts)	\$46,946.00	\$48,100.00	\$48,100.00	\$48,560.00	\$48,600.00
Total Expenses	\$46,946.00	\$48,100.00	\$48,100.00	\$48,560.00	\$48,600.00

Total Requested Amount from the OAA

	FY 2026	FY 2027	FY 2028	FY 2029	FY 2030
	Requested Amount	Proposed Amount	Proposed Amount	Proposed Amount	Proposed Amount
Total Requested Amount from the OAA	\$46,946.00	\$48,100.00	\$48,100.00	\$48,560.00	\$48,600.00



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.

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

Richmond City Signature Pending

Name of City/County	Contact Person Name	Email
Richmond City	Michael Nicholas Fatula	michael.fatula@rva.gov



Performance Measurement:

Prevention/Education/Awareness Efforts

Position Type/Description	FY 2026	FY 2027	FY 2028	FY 2029	FY 2030
No. of children, high school age, participating in prevention/education programming	25	25	25	25	25
No. adults from the general public participating in prevention/education programming	750	750	750	750	750
No. of pregnant and/or nursing women participating in prevention/education programming	10	10	10	10	10
No. of teachers participating in prevention/education programming	10	10	10	10	10
No. of health care professionals participating in prevention/education programming	10	10	10	10	10
No. of law enforcement officers participating in prevention/education programming	20	20	20	20	20
No. of court-related professionals participating in prevention/education programming	30	30	30	30	30
No. of key officials / policy makers participating in prevention/education programming	10	10	10	10	10

Harm Reduction Efforts

Position Type/Description	FY 2026	FY 2027	FY 2028	FY 2029	FY 2030
No. of people engaged during harm prevention outreach efforts	750	750	750	750	750
No. of Naloxone kits distributed to at-risk individuals	50	50	50	50	50
No. of Fentanyl test kits distributed to at-risk individuals	50	50	50	50	50

Performance Measures Notes

Each of the jurisdictions will endeavor to market to teachers, health care professionals, law enforcement in their respective communities. By use of QR Codes and other methods, program promoters will attempt to obtain data on attendees and attitude changes.



Objectives:

Objective

Objective	Proposed Start Date	Proposed Completion Date
Media Campaigns to Prevent Opioid Use	8/25/2025	9/3/2025
Support Intervention, Treatment, and Recovery Services	9/3/2025	9/3/2025
Connection to counseling, peer support, recovery case management and treatment for persons with OUD	9/3/2025	9/3/2025
Engage non-profits, faith-based communities, and community coalitions to support people in treatment and recovery and to support family members in their efforts to support family	9/3/2025	9/3/2025
Support Stigma Reduction Efforts	9/3/2025	9/3/2025
Public Education relating to drug disposal	9/3/2025	9/3/2025
Engaging non-profits and faith-based communities as systems to support prevention	9/3/2025	9/3/2025
Free Naloxone	9/3/2025	9/3/2025
Provide networking programs and services to improve the capability of government, community, and non-for-profit entities to abate the opioid crisis	9/3/2025	9/3/2025

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

Regional Recovery Day With QR code
Cooperative Agreement Fy2026



**OPIOID ABATEMENT AUTHORITY
GRANTS MANAGEMENT**

Application Name
Henrico County-2026-COOP-New-000378

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 (Mar 27, 2025 13:20 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.



VIRGINIA OPIOID ABATEMENT AUTHORITY

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

July 03, 2025

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, Hanover County, Chesterfield County, Richmond City, has been awarded a Cooperative Partnership grant in the amount of \$34,446.00 to support its Regional Recovery Day 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: Henrico County : \$5,000.00, Hanover County : \$2,500.00, Chesterfield County : \$2,500.00, Richmond City : \$2,500.00. The total amount awarded for this project is \$12,500.00.

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 Hanover County, Chesterfield County, Henrico County, Richmond City's Regional Recovery Day 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

Board of Directors



VIRGINIA OPIOID ABATEMENT AUTHORITY

AWARD ACCEPTANCE PACKAGE

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

July 03, 2025

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

RE: Cooperative Partnership (COOP) – Regional Recovery Day

This letter confirms that on , the Virginia Opioid Abatement Authority’s (OAA) Grants Committee voted to award \$34,446.00 as a Cooperative Partnership grant to Henrico County acting as fiscal agent on behalf of itself, Hanover County, Chesterfield County, Richmond City for fiscal year 2026 to support Regional Recovery Day.

Included in this award are Individual Distribution and/or Gold Standard Incentive awards pledged as a match to this project for the following localities: Henrico County : \$5,000.00, Hanover County : \$2,500.00, Chesterfield County : \$2,500.00, Richmond City : \$2,500.00. The total amount awarded for this project is \$12,500.00.

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 COOP087404-BA01.

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

July 03, 2025

OAA Award Financial Details

Project Title: Regional Recovery Day

Grant Number: COOP087404-BA01

	FY 2026
Total Non-OAA Funds	\$0.00
Total OAA Awards	\$39,446.00

Fiscal Agent - Henrico County

OAA Grant Award(s)

Grant Type	FY 2026
Cooperative Partnership (COOP)	\$34,446.00
Total	\$34,446.00

OAA Matching Grant Award(s)

Grant Type	FY 2026
Individual Distribution (IDIC)	\$5,000.00
Total	\$5,000.00



VIRGINIA OPIOID ABATEMENT AUTHORITY

FINANCIAL DETAILS

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July 03, 2025

OAA Award Cooperative Partnership Matching Details

Project Title: Regional Recovery Day

Grant Number: COOP087404-BA01

	FY 2026
Total Non-OAA Matching Funds	\$0.00
Total OAA Matching Awards	\$7,500.00

Hanover County

OAA Matching Grant Award(s)

Grant Type	FY 2026
Individual Distribution (IDIC)	\$2,500.00
Total	\$2,500.00

Chesterfield County

OAA Matching Grant Award(s)

Grant Type	FY 2026
Individual Distribution (IDIC)	\$2,500.00
Total	\$2,500.00

Richmond City

OAA Matching Grant Award(s)

Grant Type	FY 2026
Individual Distribution (IDIC)	\$2,500.00
Total	\$2,500.00



VIRGINIA OPIOID ABATEMENT AUTHORITY

CONTINGENCIES AND SIGNATURE

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

July 03, 2025

Contingencies and Signature

Project Title: Regional Recovery Day
Fiscal Agent: Henrico County

Grant Number: COOP087404-BA01

	FY 2026
Total Non-OAA Funds	\$0.00
Total OAA Awards	\$46,946.00

On behalf of the Henrico County and as the recipient of this award acting as fiscal agent on behalf of Hanover County, Chesterfield County, Richmond 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.

The fiscal agent acknowledges that it will provide documentation to OAA on evidence-based prevention programing that is part of this project before OAA will transfer funds.

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
- Documentation of a signed Memorandum of Understanding (MOU) between the fiscal agent and subrecipient
- 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.

The fiscal agent acknowledges that it will provide documentation to OAA on evidence-based prevention programing that is part of this project before OAA will transfer funds.

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.

{{Sig_es_:signer1:signature}}

Michael Yael Feinmel
Deputy County Manager



VIRGINIA OPIOID ABATEMENT AUTHORITY

PERFORMANCE MEASUREMENT

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

July 03, 2025

Performance Measurement

Prevention/Education/Awareness Efforts

Position Type/Description	FY 2026	FY 2027	FY 2028	FY 2029	FY 2030
No. of children, high school age, participating in prevention/education programming	25	25	25	25	25
No. adults from the general public participating in prevention/education programming	750	750	750	750	750
No. of pregnant and/or nursing women participating in prevention/education programming	10	10	10	10	10
No. of teachers participating in prevention/education programming	10	10	10	10	10
No. of health care professionals participating in prevention/education programming	10	10	10	10	10
No. of law enforcement officers participating in prevention/education programming	20	20	20	20	20
No. of court-related professionals participating in prevention/education programming	30	30	30	30	30
No. of key officials / policy makers participating in prevention/education programming	10	10	10	10	10

Harm Reduction Efforts

Position Type/Description	FY 2026	FY 2027	FY 2028	FY 2029	FY 2030
No. of people engaged during harm prevention outreach efforts	750	750	750	750	750
No. of Naloxone kits distributed to at-risk individuals	50	50	50	50	50
No. of Fentanyl test kits distributed to at-risk individuals	50	50	50	50	50

Performance Measures Notes

Each of the jurisdictions will endeavor to market to teachers, health care professionals, law enforcement in their respective communities. By use of QR Codes and other methods, program promoters will attempt to obtain data on attendees and attitude changes.



VIRGINIA OPIOID ABATEMENT AUTHORITY

TERMS AND CONDITIONS FOR COOPERATIVE PARTNERSHIPS OF CITIES AND COUNTIES

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

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

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

1. Definitions

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

2. Use of Funds

- a. Recipient understands and agrees that the funds 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.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.