#### INTRODUCED: January 9, 2023

#### AN ORDINANCE No. 2023-017

To authorize the Chief Administrative Officer, for and on behalf of the City of Richmond, to execute a Grant Contract between the City of Richmond and Sacred Heart Center, Inc., for the purpose of funding a community health literacy program.

Patrons - Mayor Stoney, Ms. Newbille and Ms. Robertson

Approved as to form and legality by the City Attorney

**A TRUE COPY:** TESTE: andi D. Ril

PUBLIC HEARING: JAN 23 2023 AT 6 P.M.

**City Clerk** 

THE CITY OF RICHMOND HEREBY ORDAINS:

§ 1. That the Chief Administrative Officer, for and on behalf of the City of Richmond,

be and is hereby authorized to execute a Grant Contract between the City of Richmond and Sacred

Heart Center, Inc., for the purpose of funding a community health literacy program. The Grant

Contract shall be approved as to form by the City Attorney and shall be substantially in the form

of the document attached to this ordinance.

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

AYES:	9	NOES:	0	ABSTAIN:	
ADOPTED:	JAN 23 2023	REJECTED:		STRICKEN:	



# City of Richmond

**O&R REQUEST** 

DATE: December 12, 2022

EDITION: 1

RECEIVED

2023-021

TO: The Honorable Members of City Council

THROUGH: The Honorable Levar M. Stoney, Mayor

THROUGH: J.E. Lincoln Saunders, Chief Administrative Officer

**THROUGH:** Sabrina Joy-Hogg, Deputy Chief Administrative Officer for Finance and Admin  $^{\bigcirc}$  istration

THROUGH: Sheila White, Director of Finance Guile O. White

**THROUGH:** Jason May, Director of Budget and Strategic Planning *Jason T* 

FROM: Reginald E. Gordon, Deputy Chief Administrative Officer for Human Services

**RE:** U.S. Department of Health and Human Services "Advancing Health Literacy to Enhance Equitable Community Outcomes" Subgrantee Contracts

ORD. OR RES. No.

# **PURPOSE:**

To authorize the Chief Administrative Officer to execute grant contracts between the City of Richmond and the following specific eligible community partners for the purpose of funding the collaborative community health literacy program established by the City's "Advancing Health Literacy to Enhance Equitable Community Outcomes" grant from U.S. Department of Health and Human Services:

- \$87,000 to La Casa de la Salud
- \$108,500 to Sacred Heart Center, Inc.
- \$106,800 to Waymakers Foundation
- \$116,000 to Community 50/50, Inc.
- \$114,000 to Nolef Turns Inc.
- \$70,000 to Richmond Henrico Health District
- \$545,060 to Virginia Union University

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#### **REASON:**

The U.S. Department of Health and Human Services awarded \$4,000,000 to the City of Richmond for a collaborative effort called "Advancing Health Literacy to Enhance Equitable Community Outcomes." Ordinance Number 2021-287 authorized acceptance of these funds and appropriated them to the Office for the Deputy Chief Administrative Officer for Human Services. Community partners were identified for the first phase of the project. Ord. 2021-304 appropriated the transfer of \$1,156,360.00 of the funds from the Office of the Deputy Chief Administrative Officer to the Non-Departmental agency in order to make grants to these specific eligible organizations.

Ord. 2022-171 was adopted to transfer the \$4,000,000 to a new Special Fund called the Advancing Health Literacy Special Fund. Ord. 2022-171 then reduced the \$4,000,000.00 to \$2,843,640.00, because the remainder of the \$4,000,000.00 had already been appropriated to the Non-Departmental agency by Ord. No. 2021-304, adopted December 13, 2021 and then subsequently obligated.

Work on this collaborative grant project has continued and entered a second phase. This Ordinance would authorize the CAO to enter into grant contracts with select eligible organizations and to disperse \$1,147,360 of the remaining \$2,843,640.00 to these partner organizations pursuant to these grant contracts for phase two of the project in the following way:

- \$87,000 to La Casa de Salud
- \$108,500 to Sacred Heart
- \$106,800 to Waymakers
- \$116,000 to Community 50/50
- \$114,000 to Nolef Turns
- \$70,000 to Richmond Henrico Health District
- \$545,060 to Virginia Union University

**RECOMMENDATION:** The City Administration recommends adoption.

**BACKGROUND:** In April 2021, the Office of Community Wealth-Building submitted a proposal titled "Advancing Health Literacy through Peer Outreach and Navigation Support in Richmond" to address disparities in health outcomes in Richmond. Due to historical and ongoing oppression of low-income, Black/African American, and Latino/Latinx populations and neighborhoods in Richmond, many communities of color experience low health literacy, low access to quality care, and poorer overall health outcomes. Although there are many healthcare and community services available citywide, the majority are inaccessible to low-income Black and Latinx community members due to transportation challenges, confusion on how to qualify for and access services, and/or affordability. Black and Latinx residents of Richmond also experience a disproportionate burden of chronic disease. A study by Virginia Commonwealth University's Center on

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Society and Health reveals a 20-year difference in life expectancy between residents of Richmond's majority Black public housing communities and wealthy majority-White West End neighborhoods.

The goal of the project is to strengthen the capacity of residents of low-income Black and Latinx communities in Richmond to protect and advocate for their own health - including adhering to COVID-19 mitigation practices - by offering culturally relevant, relationship-based peer education and navigation support on-site in our most vulnerable neighborhoods. The City of Richmond (CoR) and its partners aim to serve at least 10,000 residents per year.

In addition, the CoR and partners will use insights from interactions with residents to clarify and tailor print and digital health materials in English and Spanish. The Center for Health Equity & Empowerment Research (CHEER) at Virginia Union University (an HBCU) is using a mixed method participatory evaluation approach for process and outcomes to support the community engagement efforts of the initiative. CHEER will also use data insights to drive a broader shift toward culturally and linguistically competent service delivery in Richmond. Our theory of change holds that residents should be empowered to build health literacy, not only to protect their personal health, but to engage in systems-level change that affects the health of their community.

**FISCAL IMPACT / COST:** The project will be paid for by drawing down from the remaining grant allocation from the U.S. Department of Health and Human Services.

# FISCAL IMPLICATIONS: N/A

**BUDGET AMENDMENT NECESSARY:** No, funding is located in the Advancing Health Literacy Special Fund

**REVENUE TO CITY:** No new revenue

**DESIRED EFFECTIVE DATE:** Upon adoption

**REQUESTED INTRODUCTION DATE:** January 9, 2023

CITY COUNCIL PUBLIC HEARING DATE: January 23, 2023

**REQUESTED AGENDA:** Consent

**RECOMMENDED COUNCIL COMMITTEE:** Education and Human Services

**CONSIDERATION BY OTHER GOVERNMENTAL ENTITIES:** None

AFFECTED AGENCIES: Human Services, Department of Finance, Department of Budget and Strategic Planning

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**RELATIONSHIP TO EXISTING ORD. OR RES.:** Ord. #2021-040, Ord. #2021-041, Ord.# 2021-287, Ord.# 2021-304, Ord. #2022-003, and Ord.# 2022-171

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

ATTACHMENTS: Notice of Award Letter

STAFF: Dominic Barrett, Strategic Projects and Grants Advisor – Office of Human Services

• DEPARTMENT OF HEALTH AND HUMAN SERVICES



Notice of Award

Award# 1 CPIMP211285-01-00 FAIN# CPIMP211285 Federal Award Date: 06/18/2021

<b>Recipient Information</b>	Federal Award Information			
1. Recipient Name RICHMOND, CITY OF 900 E Broad St Ste 201 Richmond, VA 23219-1907 	<ol> <li>Award Number 1 CPIMP211285-01-00</li> <li>Unique Federal Award Identification Number (FAIN) CPIMP211285</li> <li>Statutory Authority 42 U.S.C. § 300u-6, (Section 1707 of the Public Health Service Act)</li> </ol>			
2. Congressional District of Recipient 04	<b>14. Federal Award Project Title</b> Advancing Health Literacy Through Peer Outreach and Navigation Support in R	Richmond		
<ol> <li>Payment System Identifier (ID) 1546001556A2</li> <li>Employer Identification Number (EIN) 546001556</li> <li>Data Universal Numbering System (DUNS) 003133840</li> <li>Recipient's Unique Entity Identifier</li> </ol>	<ul> <li>15. Assistance Listing Number 93.137</li> <li>16. Assistance Listing Program Title Community Program to Improve Minority Health</li> <li>17. Award Action Type</li> </ul>			
7. Project Director or Principal Investigator	New 18. Is the Award R&D? No			
Mr. Patrick Graham patrick.graham@richmondgov.com 804-646-3136	Summary Federal Award Financial Information         19. Budget Period Start Date       07/01/2021       - End Date       06/30/2023			
8. Authorized Official Mr. J.E. Lincoln Saunders lincoln.saunderss@richmondgov.com 804-646-3810	<ul> <li>20. Total Amount of Federal Funds Obligated by this Action 20a. Direct Cost Amount 20b. Indirect Cost Amount</li> <li>21. Authorized Carryover</li> </ul>	\$4,000,000.00 \$4,000,000.00 \$0.00 \$0.00		
Federal Agency Information OASH Grants and Acquisitions Management Division	<ul> <li>22. Offset</li> <li>23. Total Amount of Federal Funds Obligated this budget period</li> <li>24. Total Approved Cost Sharing or Matching, where applicable</li> </ul>	\$0.00 \$0.00 \$0.00		
9. Awarding Agency Contact Information	<ul> <li>25. Total Federal and Non-Federal Approved this Budget Period</li> <li>26. Project Period Start Date 07/01/2021 - End Date 06/30/2023</li> </ul>	\$4,000,000.00		
Miss Robin Fuller Senior Grants Management Specialist robin.fuller@hhs.gov 240-453-8830	<ul><li>27. Total Amount of the Federal Award including Approved Cost Sharing or Matching this Project Period</li></ul>	Not Available		
LO.Program Official Contact Information Ms. Stacey L. Williams Grants Coordinator Stacey.Williams@hhs.gov	<ul> <li>28. Authorized Treatment of Program Income ADDITIONAL COSTS</li> <li>29. Grants Management Officer – Signature Dr. Scott Moore OASH Grants Management Officer</li> </ul>			

#### 30. Remarks

This action awards funding from the Coronavirus Response and Relief Supplemental Appropriations Act, 2021 (P.L. 116-260).

DEPARTMENT OF HEALTH AND HUMAN SERVICES



Office of the Secretary

# Notice of Award

Award# 1 CPIMP211285-01-00 FAIN# CPIMP211285 Federal Award Date: 06/18/2021

<b>33. Approved Budget</b> (Excludes Direct Assistance)			
<ol> <li>Financial Assistance from the Federal Awarding Agency Only</li> <li>Total project costs including grant funds and all other financial participation</li> </ol>			
<ul><li>a. Salaries and Wages</li><li>b. Fringe Benefits</li></ul>	\$1,936,360.00		
c. TotalPersonnelCosts d. Equipment e. Supplies f. Travel g. Construction h. Other i. Contractual	\$1,936,360.00 \$67,000.00 \$259,000.00 \$0.00 \$0.00 \$1,737,640.00 \$0.00		
j. TOTAL DIRECT COSTS k. INDIRECT COSTS	\$4,000,000.00		
1. TOTAL APPROVED BUDGET         m. Federal Share         n. Non-Federal Share	\$4,000,000.00 \$4,000,000.00 \$0.00		
	<ul> <li>(Excludes Direct Assistance)</li> <li>1. Financial Assistance from the Federal Awarding A</li> <li>II. Total project costs including grant funds and all</li> <li>a. Salaries and Wages</li> <li>b. Fringe Benefits <ul> <li>c. Total Personnel Costs</li> </ul> </li> <li>d. Equipment</li> <li>e. Supplies</li> <li>f. Travel</li> <li>g. Construction</li> <li>h. Other</li> <li>i. Contractual</li> <li>j. TOTAL DIRECT COSTS</li> <li>k. INDIRECT COSTS</li> <li>l. TOTAL APPROVED BUDGET</li> <li>m. Federal Share</li> </ul>		

ſ	FY-ACCOUNT NO.	DOCUMENT NO.	ADMINISTRATIVE CODE	OBJECT CLASS	AMT ACTION FINANCIAL ASSISTANCE	APPROPRIATION		
Γ	1-199CVBE	CPIMP1285C5	MPD-52	41.51	\$4,000,000.00	75-2122-0140		

**DEPARTMENT OF HEALTH AND HUMAN SERVICES** Notice of Award



Award# 1 CPIMP211285-01-00 FAIN# CPIMP211285 Federal Award Date: 06/18/2021

#### **35. Terms And Conditions**

#### SPECIAL CONDITIONS

1. Medium Risk Designation. Your project is designated medium risk.

We based this designation on our experience with your prior experience managing awards with the Office of the Assistant Secretary for Health, concerns identified in your most recent single audit, and/ or concerns about your proposed treatement of costs under the Cost Principles in 45 C.F.R. part 75 . This designation is to protect the Federal Government's interest. We will reevaluate this designation after three months of reporting. This special condition remains in effect until you recieve written approval from the Grants Management Officer.

To assure ongoing programmatic progress and financial complaince, you must submit a monthly progress report outlining specific and measurable progress toward meeting the objectives in the approved project work plan. The federal project officer and grants management specialist will provide information regarding the content and format of the report which are intended to supplment the 30-, 60-, and 90-day reporting for this initiative. The reporting period is every 30 days from the project start date. The report must be submitted in the Grant Notes module of Grant Solutions no later than 7 calendar days after the close of the period. For example, for a project beginning July 1, the first reporting period covers July 1 through July 30 and must be submitted no later than August 7.

This requirement is in addition to the standard reporting requirement described in the Standard Terms and Requirements below.

Failure to comply with this or any other Special Condition may result in an enforcement action such as disallowance of funds, drawdown restriction, suspension, or termination. Should we decide to terminate your award prior to the end of the project period based on your material failure to comply with the terms and conditions of the award, we must report the termination to a government-wide integrity and performance system.

#### SPECIAL TERMS AND REQUIREMENTS

- 1. Limitations on Burn-rate. Funding for this project has been awarded as a single budget period for the entire project period. OASH expects awardees appropriate management of funds including appropriate burn-rates to execute the awarded project in full. To protect the federal interest, OASH is placing a limitation on the burn-rate of the Total Federal Share awarded. Unless prior written approval has been obtained from the OASH Grants Management Officer, the awardee is authorized to drawdown:
  - -- up to 30% of the Total Federal Share in the first 6 months of the project period;
  - -- up to 55% of the Total Federal Share in the first 12 months of the project period; and
  - -- up to 80% of the Total Federal Share in the first 18 months of the project period.

Prior written approval is required from the OASH Grants Management Officer to exceed these limits. Requests will only be considered after reviewing a sumitted Budget Revision Amendment including a justification uploaded in Grant Solutions.

2. **Special Reporting**. For the first 6 months of the project, you must submit monthly reports in Grant Notes in Grant Solutions. The calendar month is the reporting period. The reports are due no later

DEPARTMENT OF HEALTH AND HUMAN SERVICES Notice of Award



Award# 1 CPIMP211285-01-00 FAIN# CPIMP211285 Federal Award Date: 06/18/2021

than 7 calendar days after the end of the month. Each report shall contain a summary of the previous month's accomplishments, difficulties, and a 30-, 60-, and 90-day outlook table. Your project officer will provide additional guidance regarding optional formats. After the sixth report, the reporting cadence will automatically revert to the quarterly reporting frequency noted in the Reporting Section of this Notice of Award unless your award has a different reporting cadence under Special Conditions. The monthly reporting cadence may be extended as necessary for appropriate monitoring of the project by the Grants Management Officer.

3. **First 30 days**. The follwing item must be completed and submitted as a Grant Note(s) in Grant Solutions within the first 30 days of the project period.

**a. Budget Revision**. No later than 30 days after the project period start date, you must submit a revised budget via Grant Notes in Grant Solutions on SF-424A for non-construction projects with a revised, detailed budget justification. The budget must be broken down by year and cover the entire project period.

Awardee and contractor costs must be properly allocated in the budget categories (e.g., contractor salaries assigned to contracts and not awardee employee salaries) and correctly apply the indirect cost rate to the modified total direct costs (MTDC). Budgets must conform to the cost principles in 45 C.F.R. part 75. If you have a negotiated indirect cost rate, you must provide a copy of the documentation to support it.

**b.** Acquisition Process Timeline. No later than 30 days after the project period start date, you must submit a timeline for your acquisition/contracting process to be used to solicit and execute contracts to support this grant.

**c. Staffing Plan**. No later than 30 days after the project period start date, you must submit the staffing plan for the project indicating positions already filled as well as those that are currently vacant. You must include the anticipated onboarding dates for positions to be filled to execute the award.

**d. Disparity Impact Statement (DIS).** No later than 30 days after the project period start date, you must submit a Disparity Impact Statement (DIS) prepared according to the guidance posted by the Office of Minority Health at <u>https://minorityhealth.hhs.gov/disparities-impact.</u>

**e. Audit Findings**. No later than 30 days after the project period start date, you must submit your corrective action plan for any material weakness or material non-compliance finding that relates to internal controls or subrecipient monitoring in your most recent Single Audit.

4. **First 60 Days**. The follwing item must be completed and submitted as a Grant Note(s) in Grant Solutions within the first 60 days of the project period.

**a. Planning Documents**. No later than 60 days after the project period start date, you must submit a detailed work plan, a health literacy plan incorporating the National standards for Culturally and Linguistically Appropriate Services in Health and Health Care, and an outcome evaluation plan. The plans should appropriately relate to and build upon each other.

**b. Subrecipient Monitoring Plan**. No later than 60 days after the project period start date, you must submit a comprehensive subrecipient monitoring plan specific to the subrecipient activities under this project.

5. **First 90 days.** The follwing item must be completed and submitted as a Grant Note in Grant Solutions within the first 90 days of the project period.



Award# 1 CPIMP211285-01-00 FAIN# CPIMP211285 Federal Award Date: 06/18/2021

**a. Final Confidentiality Plan**. No later than 90 days after the project period start date, you must submit a final confidentiality plan.

6. **Documentation of Agreements.** You are expected to submit all signed Memoranda of Understanding (MOUs) with all partners within the first 60 calendar days of the project period. Additional partners can and should be added throughout the duration of the award, at which point signed MOUs should be submitted within 10 calendar days of newly established formal partnerships. MOUs should detail roles and responsibilities of each partner.

You must submit a notification for each executed contract that includes a brief description of the contract scope of work, cost breakdown, the date executed, and the performance period of the contract. The notification is due 10 calendar days following execution of the contract. You should not send a copy of the contract.

MOUs, contract notifications, and any other supporting documentation for partners and subrecipients must be submitted via Grant Notes Module in GrantSolutions.

7. **Institutional Review Board (IRB).** Institutional Review Board (IRB) approvals, when applicable, must be submitted via Grant Solutions Grant Notes within 5 business days of receipt from the IRB. No activities that require IRB approval may take place prior to your receipt of the IRB approval.

#### STANDARD TERMS

- 1. **Compliance with Terms and Conditions.** You must comply with all terms and conditions outlined in the grant award, including grant policy terms and conditions contained in applicable Department of Health and Human Services (HHS) Grant Policy Statements (GPS), (note any references in the GPS to 45 C.F.R. Part 74 or 92 are now replaced by 45 C.F.R. Part 75, and the SF-269 is now the SF-425), and requirements imposed by program statutes and regulations, Executive Orders, and HHS grant administration regulations, as applicable; as well as any requirements or limitations in any applicable appropriations acts. By drawing or otherwise obtaining funds for the award from the grant payment system or office, you accept the terms and conditions of the award and agree to perform in accordance with the requirements of the award. The HHS Grants Policy Statement is available at: <a href="http://www.hhs.gov/sites/default/files/grants/grants/policies-regulations/hhsgps107.pdf">http://www.hhs.gov/sites/default/files/grants/grants/policies-regulations/hhsgps107.pdf</a> Uniform Administrative Requirements, Cost Principles, and Audit Requirements for HHS awards are at 45 C.F.R. Part 75.
- 2. **Grants Management Officer Prior Approval Requirements.** Certain changes to your project or personnel require prior approval from the Grants Management Officer (GMO). (See Part II, HHS Grants Policy Statement (GPS), any references in the GPS to 45 C.F.R. Part 74 or 92 are now replaced by 45 C.F.R. Part 75). All amendment requests requiring prior approval must be signed by the grantee authorizing official and or PI/PD and submitted through the GrantSolutions Amendment Module. Only responses signed by the GMO are considered valid. If you take action on the basis of responses from other officials or individuals, you do so at your own risk. Such responses will not be considered binding by or upon any OASH Office or HHS component. Any other correspondence not relating to a prior approval item should be uploaded to Grant Notes within the GrantSolutions system. Include the Federal grant number and signature of the authorized business official and the project director on all such correspondence.
- 3. Salary Limitation (Further Consolidated Appropriations Act, 2020, Div. A, Title II, sec. 202). "None of the funds appropriated in this title shall be used to pay the salary of an individual, through a grant or other extramural mechanism, at a rate in excess of Executive Level II."

, DEPARTMENT OF HEALTH AND HUMAN SERVICES Notice of Award



Award# 1 CPIMP211285-01-00 FAIN# CPIMP211285 Federal Award Date: 06/18/2021

The Salary Limitation is based upon the Executive Level II of the Federal Executive Pay Scale. Effective January 2021, the Executive Level II salary is \$199,300. For the purposes of the salary limitation, the direct salary is exclusive of fringe benefits and indirect costs. An individual's direct salary is not constrained by the legislative provision for a limitation of salary. The rate limitation simply limits the amount that may be awarded and charged to the grant.cooperative agreement. A recipient may pay an individual's salary amount in excess of the salary cap with non-federal funds.

#### 4. Reporting Subawards and Executive Compensation.

A. Reporting of first-tier subawards.

1) Applicability.

Unless you are exempt as provided in paragraph D. of this award term, you must report each action that obligates \$25,000 or more in Federal funds that does not include Recovery Act funds (as defined in section 1512(a)(2) of the American Recovery and Reinvestment Act of 2009, Pub. L. 111–5) for a subaward to an entity (see definitions in paragraph e. of this award term).

2) Where and when to report.

You must report each obligating action described in paragraph A.1. of this award term to the Federal Funding Accountability and Transparency Act Subaward Reporting System (FFRS). For subaward information, report no later than the end of the month following the month in which the obligation was made. (For example, if the obligation was made on November 7, 2010, the obligation must be reported by no later than December 31, 2010.)

#### 3) What to report.

You must report the information about each obligating action as specified in the submission instructions posted at http://www.fsrs.gov.

B. Reporting Total Compensation of Recipient Executives.

1) Applicability and what to report.

You must report total compensation for each of your five most highly compensated executives for the preceding completed fiscal year, if—

# **GRANT CONTRACT**

THIS GRANT CONTRACT is made this day of between the City of Richmond, a municipal corporation and political subdivision of the Commonwealth of Virginia (the "City") and Sacred Heart Center, Inc., a Virginia non-stock corporation, authorized to transact business in the Commonwealth of Virginia (the "Recipient").

# STATEMENT OF PURPOSE

- A. Section 15.2-953(A) Code of Virginia authorizes the City to make gifts and donations to any charitable institution or association, located within their respective limits or outside their limits if such institutions or association provides services to residents of the locality.
- B. By Ordinance No. 2021-287 the City Council of the City of Richmond, Virginia, accepted \$4,000,000.00 from the Department of Health and Human Services for the purpose of advancing health literacy to enhance equitable community outcomes.
- C. Ordinance No. <<u>ORDINANCE NUMBER></u> adopted <<u>DATE OF ADOPTION></u> authorizes the City to enter into this Grant Contract providing funds in the amount of \$108,500 to the Recipient for the purposes set forth herein.
- D. The City, through its grant from the Department of Health and Human Services, will administer the "Advancing Health Literacy through Peer Outreach and Navigation Support" program (HPLONS "Program"), which targets the Black/African American and Latino/Latinx populations. These populations are at the highest risk for health disparities due to social determinants of health that impact health outcomes. The purpose of the HPLONS Program is to strengthen the capacity of residents of low-income Black and Latinx communities in the City of Richmond to protect and advocate for their own health including adhering to COVID-19 mitigation practices.

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

#### 1. **Contact Information.**

- A. The City's point of contact for purposes of this Contract is:
  - Travis L. Woods Outreach Coordinator Community Wealth Building 900 East Marshall Street Richmond, Virginia 23219 804.646.1033

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

B. Recipient's point of contact for purposes of this Contract is:

Jackie Lawrence Director of Health Equity Richmond Henrico Health District 400 East Cary Street 804.363.0902 Jackie.lawrence@vdh.virginia.gov

C. Recipient's secondary point of contact for purposes of this Contract is:

Carolina Lugo Director of Programs Sacred Heart Center 1400 Perry Street 804.230.4399 carolina\_lugo@shcrichmond.org

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

# 2. **Payment of Grant Funds.**

- A. Payments of the Grant Funds to the Recipient shall be made as follows: \$108,500 in one lump sum as soon as practicable following full execution of this Contract and the City's receipt of an invoice for such expenses.
- B. The Recipient shall spend all Grant Funds prior to June 30, 2022 to fulfill the requirements set forth in section 3 below. Should the Recipient not spend all Grant Funds prior to June 30, 2023 it shall return to the City any of the Grant Funds not expended. This Section 2.B will survive expiration of this Contract.
- 3. **Scope of Services.** In consideration of the City's grant of the Grant Funds to the Recipient, the Recipient shall:
  - A. Identify COVID-19 health information that meets the cultural and linguistic needs of the Latino and Hispanic community by monitoring and vetting FDA, CDC, VDH, RHHD communications as well as science-based communications from

Latino and Hispanic sources such as UnidosUS and providing cultural and linguistic context and translation as necessary.

- B. Implement its community engagement strategy of 1) engaging the Latino community members who are already accessing Recipient's programming, i.e., vaccine clinics, food pantry, adult education classes, youth programs, community hub case management or programs, phone calls to Recipient's reception desk, weekly radio programs and Facebook Lives, social media messaging platforms, as well as 2) through in-person and social media outreach campaigns to reach community members with whom we don't currently have a connection.
- C. Provide relationship-based peer education and navigation support on-site through Recipient's weekly food pantry, case management follow-up meetings, radio programs, vaccine clinics, COVID-19 testing clinics, test distribution events, N95 mask distribution events, phone calls to Recipient's main line, adult education classes, youth programs, and in social media campaigns.
- D. Educate community members to communicate effectively with healthcare providers by providing information to the community that is grounded in best practices for the protection of a vulnerable population, science-based, and updated weekly. This will be done via vaccination clinics, COVID-19 testing clinics, test distribution, and N95 mask distribution events.
- E. Implement the Program education materials on health disparities, chronic disease, and social determinants by sharing this information and materials via weekly food pantry, case management follow-up meetings, radio programs, vaccine clinics, COVID-19 testing clinics, test distribution events, N95 mask distribution events, phone calls to our main line, adult education classes, youth programs, and in social media campaigns.
- 4. **Performance Measures.** The City will use the following performance measure to evaluate whether the Recipient has performed the services required by this Contract in a manner that achieves the City's purpose in providing the Grant Funds to the Recipient:

Did the Recipient:

- A. Perform the scope of services set out in section 3 above.
- B. Recruit and survey community members using tools developed by Virginia Union University.
- C. Attend population relevant grant trainings hosted by Richmond Henrico Health District.
- D. Reach an anticipated 1250 residents of low-income Black and Latinx communities in Richmond with information and services that support them in protecting and advocating for their own health including adhering to COVID-19 mitigation practices by offering relationship-based peer education and navigation support.

- E. Through surveys, show an anticipated 90% of engaged residents reporting greater knowledge, awareness, and understanding of COVID-19 guidelines and resources for prevention and vaccination by the end of their exposure to the Program activities.
- F. Through surveys, show an anticipated 85% of engaged residents reporting increased adherence to COVID-19 prevention measures and/or receipt of the COVID-19 vaccine.
- G. Through surveys, show an anticipated 85% of engaged residents reporting that health-related materials they received were accessible, relevant, and useful.
- H. Through surveys, show an anticipated 90% of engaged residents reporting better knowledge and understanding of social determinants of health in their community.
- I. Through surveys, show an anticipated 95% of engaged residents reporting greater awareness of resources that address chronic disease and/or root causes of health disparities (housing, transportation, mental health, etc.) that have deepened during the pandemic.
- 5. **Reporting.** Recipient shall collect the data necessary for reporting and compliance monitoring pursuant to this Contract. The Recipient shall furnish the City's point of contact with a written monthly report. The City's point of contact will provide report templates.
- 6. Department of Health and Human Services. Recipient acknowledges that the source of the Grant Funds derive from a grant to the City from the U.S. Department of Health and Human Services ("HHS Grant"). Recipient agrees that it will comply with all terms and conditions of the HHS Grant, including grant policy terms and conditions contained in applicable HHS Grant Policy Statements (GPS) and requirements imposed by program statutes and regulations, Executive Orders, and HHS grant administration regulations, as applicable, as well as any requirements or limitations in any applicable appropriations acts, including but not limited to the Coronavirus Response and Relief Supplemental Appropriations Act, 2021 (P.L. 116-260). The HHS Grants Policy Statement is available at http://www.hhs.gov/sites/default/files/grants/grants/policiesregulations/hhsgps107.pdf. Should the Recipient's use of the Grant Funds be determined to be out of compliance with the HHS Grant, Recipient shall repay all Grant Funds to the City. Grant Funds shall not be used for political activities; inherently religious activities, such as worship, religious instruction, or proselytization; or lobbying activities. This section 6 will survive expiration of this Contract.
- 7. Acknowledgement of Donation. When issuing statements, press releases, publications, requests for proposal, bid solicitations and other documents such as tool-kits, resource guides, websites, and presentations (hereafter "statements") describing the projects or programs funded in whole or in part with the Grant Funds, Recipient must include an

acknowledgement of federal assistance using one or more of the following or a similar statement.

- A. If the Grant Funds are not supplemented with other non-governmental sources: "This [project/publication/program/website, etc.][is/was] supported by the Office of Minority Health of the U.S. Department of Health and Human Services (HHS) as part of a financial assistance award to the City of Richmond, Virginia totaling \$4,000,000 with 100 percent of this [project/publication/program/website, etc.] funded by the Office of Minority Health of the U.S. Department of Health and Human Services (HHS). The contents are those of the author and do not necessarily represent the official views of, nor an endorsement, by the Office of Minority Health/OASH/HHS, or the U.S. Government. For more information, please visit <u>https://minorityhealth.hhs.gov</u>."
- B. If the Grant Funds are partially supplemented with other non-governmental funds: "This [project/publication/program/website, etc.][is/was] supported by the Office of Minority Health of the U.S. Department of Health and Human Services (HHS) as part of a financial assistance award to the City of Richmond, Virginia totaling \$4,000,000 with xx percentage of this [project/publication/program/website, etc.] funded by the Office of Minority Health of the U.S. Department of Health and Human Services and \$xx amount and xx percentage funded by non-governmental sources. The contents are those of the author and do not necessarily represent the official views of, nor an endorsement, by the office of Office of Minority Health/OASH/HHS, or the U.S. Government. For more information, please visit <u>https://minorityhealth.hhs.gov</u>."
- 8. **Compliance Monitoring.** The City's point of contact shall monitor the Recipient's compliance with this Contract. In addition to the reports required by Section 5, the Recipient shall furnish the City's point of contact with any information reasonably requested by the City's point of contact in order to enable the City's point of contact to determine whether the Recipient is meeting or has met the performance measures set forth in this Contract.
- 9. **Recipient's Representations and Warranties.** The Recipient represents and warrants as follows:
  - A. The Recipient is and will be for the duration of this Contract a charitable institution or association as detailed in Section 15.2-953(A) of the Code of Virginia.
  - B. The Recipient's signatory below is duly authorized by the Recipient to enter into this Contract and thereby bind the Recipient to this Contract's terms and conditions. This Grant Contract is signed when a party's signature is delivered by facsimile, email, or other electronic medium. These signatures must be treated

in all respects as having the same force and effect as original signatures.

- 10. Audit. Pursuant to Section 2-187 of the Code of the City of Richmond, the Recipient shall, as a condition of receiving monies from the City, be subject to periodic audits of its finances and expenditures of such City monies by the City Auditor on demand and without notice. The Recipient further agrees to any audits as may be required in connection with the HHS Grant funding and agrees to fully cooperate with the City in connection with any such audits.
- 11. **Contract Expiration.** This Contract will expire on June 30, 2023 unless extended by the City in its sole discretion.

Effective as of the date first written above.

### **RECIPIENT:**

CITY:

By:\_\_\_\_\_

By:

Carolina Lugo Director of Programs J. E. Lincoln Saunders Chief Administrative Officer

**APPROVED AS TO FORM:** 

Bonne M. O. Aleg Deputy City Attorney