



VIRGINIA OPIOID ABATEMENT AUTHORITY MEMORANDUM OF UNDERSTANDING WITH AGENCIES OF THE COMMONWEALTH

701 East Franklin Street, Suite 803, Richmond, Virginia 23219 | 804-500-1810 | info@voaa.us | www.voaa.us

MOU 856-XXX

Virginia Opioid Abatement Authority and Awarded Agency Name

1. Purpose

The purpose of this memorandum of understanding (hereinafter “MOU”) is to formalize the agreement between the **Virginia Opioid Abatement Authority** (hereinafter “**OAA**”) and the **Awarded Agency Name** (hereinafter “**the agency**”) regarding awards from the Opioid Abatement Fund and to further define the parameters in general and for specific awards made by the OAA to the agency.

2. Period of Performance

- a. Unless identified within the specific award as described in detail in the appendices, this agreement shall remain in effect from the time both parties have executed MOU 856-XXX, until terminated or changed by mutual consent of both parties and confirmed in writing signed by the parties herein or their designee.
 - i. Both parties agree to annually review this MOU to determine whether updates or clarifications are required.
 - ii. Either party may terminate this agreement in whole or in part at any time by providing ninety (90) days written notice to the other party.
 - iii. In the event there is a conflict between the parameters in an appendix and the parameters in the MOU, the parameters in the specific award’s appendix shall be controlling.
 - b. Unless otherwise specified in the appendices, each award will have an annual performance period (PP) that governs the award(s) from the OAA to the agency from October to September of each year. Awards are made on a one-year basis and out-year funding is not guaranteed. Reporting will be on a yearly basis, but the frequency may be increased in future awards.
 - i. The initial state agency awards will be for PP2023-2024.
 - ii. Subsequently, between approximately mid-March and mid-May of each year, the OAA will accept proposals from agencies of the Commonwealth for new projects or to amend or renew currently approved projects. All new projects, amendments, and renewals must be approved by the OAA’s Grants Committee.
 - iii. Carry forward of unexpended funds from one performance period to the next will be reviewed during the proposal window. Carry forward must be approved by the OAA’s Grants Committee. Reasons carry forward would be approved include:
 1. The carry-over was planned and submitted as part of the approved project budget; The agency is making reasonable and measurable progress to implement the project as described in the proposal;
 - a. The “project timeline” workbook will be used to document reasonable and measurable progress;
 2. And the agency remains in compliance with the terms and conditions of the OAA.
- If carry forward is not approved, the unexpended funds shall be repaid to the OAA.

3. Scope of Work

This agreement provides the parameters for performance of activities for abatement project awards approved by the OAA. Each approved project will be detailed in its own attached appendix. Additional appendices may be attached if additional projects are awarded.

4. Acceptance of Award(s)

Acceptance of award(s) by the agency constitutes its agreement that it assumes full responsibility for the management of all aspects of the award(s) and the activities funded by the award(s), including assuring proper fiscal management of and accounting for funds; assuring that personnel paid with awarded 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 awarded proposal(s), negotiated with the OAA, and those issued with the award(s)—are complied with.

5. Definitions

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

6. Agreements

By signing the memorandum of understanding (MOU), the agency agrees to:

- a. Use the awarded funds to carry out the activities described in the related appendices, awarded proposal, negotiated with the OAA, and/or as modified by the terms and conditions attached to this award or by subsequent amendments to the proposal and/or appendices approved by the OAA;
- b. Adhere to the approved budget contained in each award and amendments made to it in accordance with these terms and conditions; and,
- c. Comply with all terms, conditions and assurances either attached to each award, negotiated with the OAA, or submitted with the awarded proposal.

7. Use of Funds

- a. The agency understands and agrees that the funds disbursed under the award(s) 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 agency'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. The agency 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.

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)*, the agency may NOT use funds provided under the award(s) to cover indirect costs
 1. An example of indirect costs would be allocating a percentage of time of a 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.
- iv. Administrative costs that are new to the agency 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.
 1. 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.
 2. Utilizing abatement funds for a current employee's costs is considered supplanting and not allowed per *Code of Virginia §2.2-2370*.

8. Proposal Terms and Conditions

The terms and conditions outlined and incorporated by reference in the Request for Proposals and submitted by the agency are incorporated and included as standard conditions for the award(s).

9. Positions

The agency agrees to adhere to applicable and existing practices, policies, directives, and laws when establishing new positions. For example, only the General Assembly can authorize an increase in an executive agency's maximum employment level (MEL).

10. Participation in the Framework for Addiction Analysis and Community Transformation (FAACT)

~~Certain agencies are required by [Executive Order 26](#) (EO26), Directive #9 to participate in FAACT by September 6, 2023. As those agencies identify data sets to be included into FAACT, any data to be generated or collected in connection with OAA funded projects must also be considered and included, as appropriate, in FAACT. Other recipients not compelled by EO26 or other requirements to report to FAACT are nonetheless strongly encouraged to do so. Therefore, the agency will notify OAA whether it has an obligation under EO26 to participate in FAACT, whether it will voluntarily participate in FAACT, or whether it will decline to participate in FAACT.~~

11. Public Facing Materials

The agency agrees to submit to the OAA for review, any public-facing materials including online materials, videos, printed materials, advertisements, etc., prior to finalizing or releasing those materials. The OAA may require its name, logo, and/or certain wording be included in these materials, indicating the project received funding from the OAA.

12. Cost Sharing

Cost sharing or matching funds are not required to be provided by the agency unless they are specified by the agency as part of the awarded project(s).

13. Maintenance of and Access to Records; Audits

- a. The agency hereby agrees to retain all books, records, and other documents related 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 agency 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 agency hereby agrees to comply with all reporting and auditing requirements related to these funds as set forth by the Auditor of Public Accounts.

14. Reporting Requirements

The agency agrees to comply with any reporting obligations established by the OAA as they relate to this award. By accepting the accompanying award(s), the agency is agreeing to submit yearly financial and performance report(s) for the award(s) for the performance period, as well as final reports to close the award(s). No eligible agency will be considered for renewal of funding if the agency is not in compliance with the OAA's requirements at the time of renewal. For good cause, submitted in writing by the agency, 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 November 15th of each year for the preceding performance period. Reports are due even if no expenditures occurred during the period. If the due date falls on a weekend or non-business day, the report is due on the next business day.
 - ii. Performance reports that include the performance measures agreed upon in the award are due by November 15th of each year for the preceding performance period. This report will also include a narrative of the progress the program has made during the period.
- b. Each year during the proposal cycle, the agency will have the opportunity to amend the project and its funding pending approval by the OAA's Grants Committee. If an agency needs to request an off-cycle amendment, those requests will be handled on a case-by-case basis
- c. The agency has up to 90 days from the end of the final performance period to liquidate any unpaid obligations and submit a final report. The end of the final performance period would be when funding is no longer available, the award is not renewed by the OAA, or the agency elects to sunset the project. The liquidation period exists to allow projects time to receive final invoices and make final payments — no new obligations may be incurred during this period.
- d. The method for reporting to the OAA may change during a performance period and include usage of an online software platform.

15. Conflicts of Interest

The agency 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 the award(s). The agency and its subrecipients must disclose in writing to the OAA, any potential conflict of interest affecting the awarded funds.

16. Compliance with Applicable Law and Regulations

a. Anti-Discrimination

By submitting their proposals, the agency certifies to the 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 agency'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 agency agrees as follows:
 1. The agency 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 agency. The agency agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause.
 2. The agency, in all solicitations or advertisements for employees placed by or on behalf of the agency, will state that such agency 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(s). If the agency 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 agency, 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.
- ii. The agency 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 of 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 proposal(s), the agency certifies that their proposal(s) is made without collusion or fraud and that they have not offered or received any kickbacks or inducements from any other agency, 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 proposal(s), the agency certifies that they do not and will not during their performance period(s), employ an unauthorized alien as defined in the Federal Immigration Reform and Control Act of 1986.

e. Debarment Status

By submitting their proposal(s), the agency certifies 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 the award(s), nor are they an agent of any person or entity that is currently so debarred.

17. Remedial Actions

In the event of the agency's noncompliance with the parameters of this agreement, any appendices, these terms and conditions, other applicable laws, regulations, and/or settlements, the OAA may impose additional conditions on the receipt of a subsequent tranche of future award funds, if any, or take other available remedies.

18. False Statements

The agency understands that making false statements or claims in connection with the award(s) 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.

19. Debts Owed the Opioid Abatement Fund

- a. Any funds paid to the agency (1) in excess of the amount to which the agency 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 the agency 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 agency. 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.

20. Disclaimer

- a. The OAA expressly disclaims any and all responsibility or liability to the agency or third persons for the actions of the agency 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 agency does not in any way establish an agency relationship between the OAA and the agency.
- 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.

21. Protections for Whistleblowers

- a. The agency 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.
- 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.

22. Requirement to Report Potentially Duplicative Funding.

If the agency currently has other active awards, or if the agency receives any other award(s) during the performance period(s), the agency 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 the OAA award(s). If so, the agency 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.

23. Additional Monitoring Requirements

The agency 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)*.

24. Travel Policy

The agency 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 agency does not have an established policy, then they must adhere to state travel policy. Refer to the following IRS website for the most current mileage rate: <https://www.irs.gov/tax-professionals/standard-mileage-rates>. Transportation costs for air and rail must be at coach rates.

25. Award Amendments

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

- a. At all times regardless of any amendment, the agency must remain in compliance with the OAA's terms and conditions.
- b. An agency may appropriate additional revenue that it receives for any approved project. In this event the OAA shall be notified of the change using forms approved by the OAA.
- c. An agency may reduce its appropriated amount for a project without increasing the appropriation to another approved project. In this event the OAA shall be notified of the change using forms approved by the OAA.

- d. Requests for changes in objectives and/or use of funds may be submitted as an off-cycle amendment at the discretion of the OAA. All amendments must be approved by the Grants Committee.
- e. If an agency would like to propose a new project, it has two options:
 - i. Submit the new proposed project as part of the proposal cycle; or
 - ii. Request special consideration outside the normal cycle on forms approved by the OAA.

26. Delegation of Responsibility

Any delegation of responsibility for carrying out awarded 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 award terms, conditions, and assurances. Any such delegation notwithstanding, the agency acknowledges by its acceptance of the award, its ultimate responsibility for compliance with all terms, conditions, and assurances of the award.

27. Performance and Obligation Periods

OAA awards to state agencies shall have a performance period of October to September each year. Agencies must submit yearly requests to renew the project, amend the project, or carry forward funds to the next performance period. Reporting will be on a yearly basis for the first award cycle, due November 15, 2024, on forms prescribed by the OAA. Awarded funds, including contingent matching funds, may be expended and/or obligated during the performance period. Agencies may only use awarded funds for allowable costs incurred during the performance period. Subsequent performance period awards annual reporting will be due around November 15th of each year.

28. Limitation on the Use of Funds to Approved Activities

The agency agrees that awarded funds will be used only for the purposes described in the MOU and its appendices, unless the OAA determines that any of these activities are out of scope or unallowable. The agency must not undertake any work or activities that are not described in the MOU, award documents, or approved budget, and must not use staff, equipment, or other goods or services paid for with awarded funds for such work or activities, without prior written approval, from the OAA.

29. Procurement

Agencies 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 agency.

30. Governance

This MOU and its appendices are governed by the laws of the Commonwealth of Virginia and represents the complete agreement between the parties. Both parties represent and agree that there are no other agreements or understandings between them regarding the subject matter of this MOU and its appendices, except as contained in this document. This agreement is not intended to amend any existing contracts or other agreements between the OAA and the agency.

The agency assures the OAA that any submitted proposals and/or awarded projects are within the scope of the statutory authority of the agency to administer and that any awards shall be considered one-time in nature and shall not create on-going obligations for the Commonwealth.

31. Agency Contacts

The OAA and the agency will identify the primary contact for this MOU. Other contacts may be added to the appendices if they relate to a specific awarded program. Any required notifications under this MOU shall be given in writing to individuals listed below as points of contact.

OAA Contact		Agency Contact	
Name:	Cecil “Charlie” Lintecum	Name:	
Title:	Director of Operations	Title:	
Department:	N/A	Department:	
Desk Phone:	804-500-1811	Desk Phone:	
Cell Phone:	804-629-0236	Cell Phone:	
Email:	clintecum@voaa.us	Email:	

32. Signatures

In witness whereof, the OAA and the agency have caused this agreement to be executed by the following duly authorized officials.

Virginia Opioid Abatement Authority		Agency Name	
Name:	Anthony E. “Tony” McDowell	Name:	
Title:	Executive Director	Title:	
Date:		Date:	
Signature:		Signature:	

MOU 856-XXX
Virginia Opioid Abatement Authority
and
Awarded Agency Name

Appendix A: Project Name
Award # STATXXX000-AXX

1. Purpose

The purpose of this appendix is to provide the basis and specific program details, requirements, and conditions for the award from the **Opioid Abatement Authority** (hereinafter “**OAA**”) to the **Awarded Agency Name** (hereinafter “**the agency**”) for the agency’s project name/description.

2. Period of Performance

The award’s performance period is October 1, 20XX, to September 30, 20XX. Reporting is due November 15, 20XX.

3. Award Amount

The amount of this award is \$XXXXXX.XX for one year. The award will be transmitted in full to the agency, on or around the beginning of the performance period or the execution of this agreement by signature of both parties if the latter occurs after the beginning of the performance period. The OAA reserves the right to withhold funding if MOU conditions have not been met. The OAA will initiate any appropriation and/or fund transfer processes.

4. Awarded Project

The awarded project for the Project Name shall include:

- a. Project Objective #1
- b. Project Objective #2
- c. Project Objective #3
- d. Project Objective #4
- e. Project Objective #5
- f. Etc.

5. Performance Measures

The performance measures that were either submitted as part of the proposal or revised and updated with the OAA are attached to this appendix and are thus incorporated by reference as the responsibility of the agency to achieve and report on as part of this award.

6. Renewals and Alternative Funding Sources

Unless otherwise noted in the MOU and/or this appendix, the agency may request up to four, one-year renewals of project funding. The OAA reserves the right to require the agency to submit a new full proposal in lieu of a renewal request. The agency recognizes that the funds available for OAA awards to state agencies decline each year due to the nature of the settlements and renewals may be at a lower amount than year one.

The agency is responsible for planning alternative future year funding sources and for developing plans to either sustain the project(s) should OAA funds no longer be available, or to conclude the project(s).

7. Timeline

The agency will adhere to the project timeline submitted with the proposal with understanding that some timing differences may occur. If any issues arise with meeting major milestones on the timeline, the agency will contact the OAA for awareness and to determine if any amendments are necessary to the project.

8. Project Contacts

The OAA and the agency will identify the primary contact for this appendix/project. This contact may be different than listed in Section 32 of the MOU. Any required notifications under this appendix shall be given in writing to individuals listed below as points of contact.

OAA Contact		Agency Contact	
Name:	Cecil "Charlie" Lintecum	Name:	
Title:	Director of Operations	Title:	
Department:	N/A	Department:	
Desk Phone:	804-500-1811	Desk Phone:	
Cell Phone:	804-629-0236	Cell Phone:	
Email:	clintecum@voaa.us	Email:	

9. Signature

In witness whereof, the OAA and the agency have caused this agreement to be executed by the following duly authorized officials.

Virginia Opioid Abatement Authority		Enter Agency Name	
Name:	Anthony E. "Tony" McDowell	Name:	
Title:	Executive Director	Title:	
Date:		Date:	
Signature:		Signature:	

A Copy of the approved performance measures for the award project will be included here.

