



VIRGINIA OPIOID ABATEMENT AUTHORITY GRANT AWARD TERMS AND CONDITIONS FOR COOPERATIVE PARTNERSHIPS OF CITIES AND COUNTIES

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Acceptance of this grant award approved by the Virginia Opioid Abatement Authority's (OAA) Grants Committee 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 Award Acceptance Package, the recipient agrees to:

- Use the grant funds to carry out the activities described in the grant application, the summary and recommendations approved by the OAA Grants Committee, the terms and conditions attached to this award, and by subsequent amendments approved by the OAA Grants Committee.
- Adhere to the approved budget contained in this award and amendments made to it in accord with these terms and conditions;
- Comply with all terms, conditions, requirements, contingencies, and assurances either attached to this award or submitted with the grant application;
- Ensure appropriate staff and/or partners are subscribed to and regularly review 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;
- Notify OAA of any potential changes, barriers, issues, and intentions related to the project as soon as practically possible; and
- Submit all applications, reports, signatures, documents, communications, etc. to OAA through OAA's Grants Portal unless otherwise instructed by OAA staff.
- Ensure all applications, documents, reports, etc. will be signed by the city or county executive or a designee (unless otherwise instructed by OAA). If the designee is anyone other than the executive's deputy, then a document that authorizes the designee to transact business for the governing body will be provided to OAA along with the signature.

1. Definitions

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

2. OAA Award Acceptance Requirements

- a. City and County award recipients are required to adhere to the following timeframes regarding award acceptance
 - i. New Awards Acceptance and Contingency Completion
 1. New city and county awards approved on or before the start of the performance period must complete the following steps:
 - a. Within 90 days of the beginning of the performance period or the date of the award letter, whichever is later: Cities and counties must formally accept the award (must be sent by someone from the locality via the OAA Grants Portal to the city/county executive or designee to complete via Adobe E-sign)
 - i. Performance Period begins July 1
 - ii. Award Acceptance Deadline – September 30



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- b. Within 120 days of the beginning of the performance period or the date of the award letter, whichever is later: Cities and counties must complete and submit all contingency requirements (via the OAA Grants Portal)
 - i. Performance Period Begins - July 1
 - ii. Contingency Requirements Deadline – October 30
2. New city and county awards approved during a performance period must complete the following steps:
 - a. Within 60 days of the date of the award letter: Cities and counties must formally accept the award (must be sent by someone from the locality via the OAA Grants Portal to the city/county executive or designee to complete via Adobe E-sign)
 - i. Example Award Date – September 1
 - ii. Example Award Acceptance Deadline - November 30
 - b. Within 90 days of the date of the award letter: Cities and counties must complete all contingency requirements (via the OAA Grants Portal)
 - i. Example Award Date – September 1
 - ii. Example Contingency Requirements Deadline – December 31
- ii. New Awards Not Adhering to Timeline Requirements
 1. Failure to adhere to the timeline requirements will result in one or more of the following actions
 - a. The award will be rescinded by OAA and the city or county may reapply by the next available deadline.
 - b. An extension request that includes the details of the circumstances requiring an extension may be submitted to the OAA for the Executive Director's consideration.
 - c. The Executive Director may allow the award's performance period to continue and amend the award amount to zero for the current performance period.
 - i. In this instance, the city or county may request funds as part of the next available deadline.
- iii. Current Year Amended Awards Acceptance and Contingency Requirements Completion
 1. Amended city and county awards approved during a performance period must complete the following steps:
 - a. Within 60 days of the date of the award letter: Cities and counties must formally accept the amended award (must be sent by someone from the locality via the OAA Grants Portal to the city/county executive or designee to complete via Adobe E-sign)
 - i. Example Award Date – September 1
 - ii. Example Award Acceptance Deadline - November 30
 - b. Within 90 days of the date of the award letter: Cities and counties must complete all contingency requirements (via the OAA Grants Portal)
 - i. Example Award Date – September 1
 - ii. Example Contingency Requirements Deadline – December 31
- iv. Current Year Amended Awards Not Adhering to Timeline Requirements
 1. Failure to adhere to the timeline requirements will result in one or more of the following actions
 - a. The amended award will be rescinded by OAA and the city or county may reapply by the next available deadline.
 - b. An extension request may be submitted that includes the details of the circumstances requiring the extension to the OAA for the Executive Director's consideration



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c. The Executive Director may allow the award's performance period to continue and amend the award amount to zero for the current performance period.

i. In this instance, the city or county may request funds as part of the next available deadline

v. Renewal Awards Acceptance and Contingency Requirements Completion

1. Renewed city and county awards approved on or before the start of the performance period must be complete the following steps:

a. Within 90 days of the beginning of the performance period or the date of the award letter, whichever is later: Cities and counties must formally accept the award (must be sent by someone from the locality via the OAA Grants Portal to the city/county executive or designee to complete via Adobe E-sign)

i. Performance Period begins July 1

ii. Award Acceptance Deadline – September 30

b. Within 120 days of the beginning of the performance period or the date of the award letter, whichever is later: Cities and counties must complete all contingency requirements (via the OAA Grants Portal)

i. Performance Period Begins - July 1

ii. Contingency Requirements Deadline – October 30

vi. Renewal Awards Not Adhering to Timeline Requirements

1. Failure to adhere to the timeline requirements will result in one or more of the following actions

a. The award will be rescinded by OAA and the city or county may reapply at the next available deadline.

b. An extension request may be submitted that includes the details of the circumstances requiring the extension to the OAA for the Executive Director's consideration

c. The Executive Director may allow the award's performance period to continue and amend the award amount to zero for the current performance period.

i. In this instance, the city or county may request funds as part of the next available deadline

b. Any issues caused by OAA's Grants Portal that prevent on-time submissions, the Executive Director may grant extensions as needed on a case-by-case basis so long as the issues are communicated to OAA in a timely manner. Issues caused by OAA's Grants Portal will not be held against the awarded city or county.

3. 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, requirements, 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 OAA funds, 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.



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- 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. Separate Accounting of Fund Sources
 - i. OAA award recipients must maintain separate accounting of each fund source that is part of an awarded project. This includes:
 - 1. Non-OAA Funds
 - a. Direct Distributions
 - b. Other Grants
 - c. General Funds
 - d. Funds Provided on Behalf of the City/County
 - e. Any other revenues not provided by OAA
 - 2. OAA Funds
 - a. Individual Distributions
 - b. Gold Standard Incentive
 - c. Cooperative Partnership
 - d. Unrestricted Funds
 - e. Any other revenues provided by OAA
 - ii. OAA does not prescribe a specific methodology for maintaining separate accounting, however any method utilized must reconcile to the city or county's general ledger while also detailing the usage of each fund type for each project.
- g. 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.

- h. **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

- i. **Pre-payments**

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 renewal year. The Executive Director may grant an extension of this time period (within the renewal fiscal year) if extenuating circumstances are demonstrated by the Fiscal Agent. Any other extensions must be approved by the Grants Committee.

- j. For renewed awards, carryforward balances may be used to continue the project while the city or county completes the award acceptance process so that the renewal year funds can be transmitted.

- k. For awards that are not renewed, have exhausted available renewals, or when funding is no longer available, 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 liquidation period allows projects time to receive final invoices and make final payments. No new obligations may be incurred during this period. The annual report for the last year shall serve as the final report.

4. Period of Performance, Amendments, Renewals, and Carryforward

- a. Awards for cooperative partnership projects will be on a fiscal year basis.
- b. Each awardee is required to complete an annual report for each awards for each year the award is active as well as any other reports OAA may require.
- c. Each award will be for one full fiscal year with the option for up to four one-year renewals. Amendments, renewals, and carryforward options can only be considered for projects that remain in compliance with OAA's terms and conditions and continue to make reasonable and measurable progress to implement as described in the approved proposal unless a specific written exception has been provided by OAA's Executive Director. The dates, objectives, goals, and performance measures approved for the project will be used to document reasonable and measurable progress.

- i. **Amendments**

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

- a. Amendment applications must be submitted through the OAA Grants Portal.

- i. Amendment applications required progress reporting on the following items:

- 1. Status Update on Project
- 2. Amounts spent year-to-date by expenditure category and by fund source
- 3. Status of objectives
- 4. Amounts achieved year-to-date for performance measures

- b. At all times regardless of any amendment, the cooperative partnership and fiscal agent must remain in compliance with the OAA's terms and conditions.

- c. The fiscal agent city or county must obtain approval from the OAA for any budget changes.



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- d. 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.
- e. 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.

ii. Renewals

1. An application for renewal is required from the Fiscal Agent for the participating partner cities and/or counties and must be submitted by the end of the application period of each year for consideration by the Grants Committee.
 - a. Renewal applications must be submitted through the OAA Grants Portal.
 - i. Renewal applications required progress reporting on the following items:
 1. Status Update on Project
 2. Amounts spent year-to-date by expenditure category and by fund source
 3. Status of objectives
 4. Amounts achieved year-to-date for performance measures
 2. Renewal applications may also include amendments to the upcoming/renewal year and the remaining out years. Amendments that request an increase in Cooperative Partnership (competitive) funding will be competing for the amount above the renewal amount set by OAA.
 3. If a renewal application is not completed by the deadline established by OAA, the award will end at the completion of the current performance period and all post award processes will be completed by the Fiscal Agent.
 4. Carryforward is only available as part of the renewal process. Renewal applications must provide projected spending for all budget line items by expenditure category and by fund source. The carryforward amount available will be calculated by subtracting the projected amounts from the awarded amounts.
 - a. If the carryforward available is not requested, the balance will be returned to the OAA.
 - b. Carryforward balances should only be requested for one of the following:
 - i. To reduce the amount of funding needed for the upcoming/renewal year
 - ii. To support an approved budget line-item (or part of one) that was not able to be completed in the current year (ensure both the budget category and funding source lines are requested)
 - iii. To support a 1-time purchase of an item or service that is in the current scope of the project
 - c. Carryforward balances should not be requested to:
 - i. Expand the scope of the project (this should be done as part of the renewal process)
 - ii. To cover the cost of a personnel line-item that has already requested the full year of funding as part of the renewal
 - d. The carryforward amount provided at the time of the renewal is an estimate. After the performance period has ended, the city or county must submit the final amount (via process defined by OAA and by due date prescribed by OAA) and OAA will work with the city or county to "true up" the amount approved by the Grants Committee and the final amount as well as any adjustments needed to the renewal year award.
 - i. The "true up" reporting process will include a copy of the city or county's general ledger showing line-item transactions that reconciles to the reported amounts.
 1. The Fiscal Agent must also collect and provide the general ledger report from each



partner city or county that received and/or provided OAA funds to the project.

- ii. If a project is not renewed, any remaining amounts must be returned to OAA after final obligations are liquidated. No funds may be obligated after the end of the performance period.
- e. For cities and counties with approved carryforward, the city or county must demonstrate to OAA that the carryforward amount has been expended and/or encumbered by at least 80% before the renewal year amount(s) can be transmitted.
- f. After a project has been renewed four times, that award will end and the partnership will need to submit a new application for consideration by the Grants Committee.

5. Fiscal Agent Requirements

- a. Each new Cooperative Partnership application is required to include an executed Cooperative Partnership Agreement (sent from the OAA Grants Portal to all participating city/county executives or designees to complete via Adobe E-sign) by all participating cities and counties. As part of the Cooperative Partnership Agreement, one of the partner cities or counties must be designated as the Fiscal Agent for the project.
 - i. A Cooperative Partnership Agreement is not required for amendment or renewal applications unless a new partner is being added. If any partner elects to leave the partnership, the current award will end, and a new application must be submitted by the Fiscal Agent and remaining partners.
- b. For each awarded Cooperative Partnership project, the Fiscal Agent is responsible for coordinating and executing an Operational Agreement that details the processes, responsibilities, and requirements the partnership will use in implementing and managing the award. This must be signed by all participating city/county executives or designees and submitted to OAA through the Grants Portal before OAA will transfer any awarded funds for this project.
 - i. An Operational Agreement is not required for amendment or renewal applications unless a new partner is being added or the amendment significantly changes the scope of the award.
- c. The Fiscal Agent city or county is responsible for all aspects of the project including coordinating with and obtaining information from partner cities and counties as well as other subrecipients, vendors, etc. to meet OAA application and reporting requirements.
 - i. This includes but is not limited to the following:
 1. Copies of Virginia W-9 forms for funds transmission
 2. Confirming renewal year matching amount by funding source in writing
 3. Collecting and providing the general ledger report from each partner city or county that received and/or provided OAA funds to the project as required by OAA
- d. In addition to complying with the OAA's requirement for separate accounting as outlined in subsection 2.f above, the Fiscal Agent shall separately account for any funds it receives from each partner cities and counties by fund source (Individual Distribution, Gold Standard Incentive, Direct Distributions, other) in execution of this project.
- e. 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 OAA's separate accounting requirement across all project revenues.

- f. The Fiscal Agent city or county is responsible for ensuring amendment and renewal applications as well as any reports are completed accurately and by the due date(s) prescribed by the OAA.
- g. The city/county designated as Fiscal Agent in the initial Cooperative Partnership agreement/application must maintain this role throughout all approved renewals. If a partnership wishes to change fiscal agents, then the current award ends, and a new application must be submitted by the new fiscal agent.

6. 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. Reporting questions should be directed to the city or county's OAA Liaison through the Communications tab in the Grants Portal.

- a. Annual reports include but are not limited to the following:
 - i. A narrative status update on the projects including goals, achievements, barriers, solutions, etc.
 - ii. The final expenditure amount for each budget line item by expenditure category and by funding source as well as the final carryforward amount (if applicable).
 - 1. The city or county will attach to the report a copy of the city or county's general ledger showing line-item transactions that reconcile to the reported amounts.
 - a. The Fiscal Agent must also collect and provide the general ledger report from each partner city or county that received and/or provided OAA funds to the project.
 - iii. The performance measure amounts achieved for each measure included in the award and a comment addressing and measures significantly exceeded or not achieved.
- b. Annual reports will be due by October 1 of each year for the performance period that ended in June of that year. OAA may modify this date as long as a written notice is provided to the city or county at least 30-days in advance of the modified due date if that date is earlier than October 1.
- c. For awards that are not renewed, have exhausted available renewals, or when funding is no longer available, 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 liquidation period allows projects time to receive final invoices and make final payments. No new obligations may be incurred during this period. The annual report for the last year shall serve as the final report. Any unspent balances must be returned to the OAA within 30 days of the submission of the final/annual report.
- d. The recipient will also include reporting on expenditures, obligations, and program descriptions 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, obligations, and program descriptions for spending related to the city or county'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, however the fiscal agent should coordinate with partner cities and counties to ensure timely completion.
- e. The method for reporting may change during a grant cycle and include an online software platform.



7. 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.

8. 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.

9. 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, partners, and subrecipients must disclose in writing to the OAA, any potential conflict of interest affecting the awarded funds.

10. 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. Awards from the OAA do not provide any exceptions for recipients from procurement requirements

11. 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:



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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 the Virginia Human Rights Act (*Code of Virginia §2.2-3900 et seq.*), a prohibition on discrimination by the recipient, in its employment practices, subcontracting practices, and delivery of goods or services, on the basis of race, color, religion, ethnic or national origin, sex, pregnancy, childbirth or related medical conditions, age, marital status, sexual orientation, gender identity, disability, or military 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.

12. Compliance, Additional Requirements, and Remedial Actions

In addition to progress reporting (provided through the amendment and renewal application processed) and annual reports, the OAA will conduct outreach, surveys, questionnaires, site visits, financial reviews and/or performance reviews regarding the project. The Fiscal Agent will serve as the primary point of contact for all matters in relation to this section.

The recipient understands that failure to maintain compliance with these terms and conditions and any other requirements and/or contingencies placed on the award may result in the project being terminated, restricted, modified, required to complete a performance improvement plan or other remedy.

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)*.

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.

13. 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.

14. 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.

15. 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 the acceptance of this award waive any defenses the recipient may have as provided by law or otherwise against third-party claims.

16. 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.
- 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.

17. Requirement to Report Potentially Duplicative Funding.

If the recipient currently has other active awards, or if the recipient receives any other awards 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.

18. 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.

19. Delegation of Responsibility and Subrecipient/Vendor Monitoring

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.

For any award where responsibility has been delegated to a subrecipient organization or vendor, the Fiscal Agent city or county will ensure regular reporting of activities and achievements. This data is required for amendment and renewal application as well as reports.