

## MEMORANDUM OF AGREEMENT

This Memorandum of Agreement is entered into this **1<sup>st</sup> day of July, 2025**, between the **American Addiction Treatment Center, d/b/a, American Addiction Treatment Center – Gloucester** at 6983 C Mid County Dr, Hayes, VA 23072, hereinafter called the "Providing Agency," and **Gloucester County**, 6489 Main Street, Gloucester, VA 23061, hereinafter called the "Contractor".

**WITNESSETH** that the Providing Agency and the Contractor, in consideration of the mutual covenants, promises and agreements herein contained, agree as follows:

**BACKGROUND:** The Contractor, given its participation in the National Opioid Settlements, is anticipating receiving a minimum of \$1,200,000 in funding through 2039. One of the programmatic gap areas that will be addressed, at least initially, through this funding is subsidization of medication assisted treatment (MAT)/Medication for Opioid Use Disorder (MOUD) for self-pay patients (i.e., those individuals without access to either Medicaid or private insurance programs) struggling with affording the cost of daily suboxone or methadone dosing.

### SCOPE OF SERVICES:

- 1) Services required to be provided by the Providing Agency pursuant to this MOA:  
Daily MAT/MOUD dosing for clients
  - i. Methadone dosing, at a maximum cost of \$15/day/client **OR**
  - ii. Suboxone dosing, at a maximum cost of \$22/day/client (for a 17 mg dose)
    1. The precise medication utilized and dosage prescribed shall be determined by the AATC physician.
- 2) Requirements for patient eligibility:
  - a. Patient must be a self-pay patient currently struggling with the financial requirements for daily dosing. The list of eligible patients who meet this criterion will be determined by the Providing Agency, utilizing its existing income verification process. A maximum of five (5) clients may be served at any one time. Clients receiving subsidized dosing will undergo a quarterly financial evaluation to determine ongoing eligibility.
  - b. Patient must be adhering to other requirements set forth by the Providing Agency, including (but not limited to): attending scheduled counseling appointments, completing regular drug screens and medical appointments, and adhering to daily dosing schedule.
  - c. While one positive illicit drug screening will not result in removal from eligibility for dose subsidization, two positive illicit drug screenings within a 30-day period will result in financial assistance being removed and re-allocated to another patient. Patients who are removed from the program may be reinstated pending 60 days with no positive illicit drug screenings (after the initial two weekly screenings subsequent to the relapse).
- 3) Provision of client data  
The Providing Agency will provide data to the Contractor that indicates patient progress toward treatment goals. In adherence to **both HIPAA and 42 CFR Part 2** requirements, data may either be de-identified or patient release of treatment information (excluding therapeutic case notes or medical history), as a condition of financial assistance, may be requested.
- 4) The full cost of each dose shall be paid by the Contractor, up to a contract period total not to exceed \$31,520. (Please note: The amount of funding may decrease for fiscal year 2027.)

The Providing Agency is a fully accredited medication assisted treatment (MAT)/medication for opioid use disorder (MOUD) provider.

**PERIOD OF PERFORMANCE:** July 1, 2025 through June 30, 2027. Depending on available funding and programmatic outcomes, this MOA may be renewed for additional one-year periods, up to a total of five years.

**REQUIRED PERFORMANCE REPORTING:** Providing Agency shall submit to the Contractor, on a quarterly basis, with the first submission due by October 15, 2025, data regarding the following:

- # of individuals served
- Types of services and resources provided.

- % of patients served through this MOA not actively using illicit drugs (as determined by regular drug screenings) for a period of 30 days or longer
- # of days for patients served through this MOA without a relapse or overdose incident.
- Other additional metrics as deemed appropriate by the Fiscal Agent and the Contractor, in consultation with the Providing Agency.

**CLIENT CONFIDENTIALITY:** The parties agree to adhere to all applicable federal and state laws or regulations dealing with client rights and the confidentiality of client information. Disclosure of information may be made only with the consent of the client or, if applicable, his authorized representative, except in emergencies or otherwise required or permitted by law.

**ASSIGNMENT:** This Agreement may not be assigned, sublet, or transferred without the mutual consent of the parties.

**RESOLUTION OF DISPUTES:** In the event of a dispute arising out of the operation of the services in this Agreement, either party has the right to notify the other party of the existence of such a dispute and to request and obtain a prompt and timely meeting between representatives of the Providing Agency and the Contractor.

**AMENDMENTS TO THE AGREEMENT:** New arrangements that revise, extend, or otherwise alter the scope of this Agreement shall be included as an addendum to the Agreement with the proper execution by all parties.

**INDEMNIFICATION:** The Providing Agency agrees to indemnify and hold harmless, to the extent permitted by law, the Contractor in regard to any claims, made by or on behalf of a client or other party which are based upon the acts or omissions of the Providing Agency, any Providing Agency employees or agents, or which are otherwise based upon matters that are the responsibility of the Providing Agency under this Agreement.

**LAWS AND REGULATIONS:** By signature on this Agreement, the parties certify compliance with federal, state, and local laws and regulations applicable to the performance of the services described herein.

**ANTI-DISCRIMINATION:** The Providing Agency certifies that it 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 (VPPA)*.

During the performance of this Agreement, the Providing Agency agrees as follows:

The Providing Agency will not discriminate against any employee or applicant for employment because of race, religion, color, sex, national origin, age, 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 Providing Agency. The Providing Agency agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause.

The Providing Agency, in all solicitations or advertisements for employees placed by or on behalf of the Providing Agency, will state that such Providing Agency is an equal opportunity employer.

Notices, advertisements and solicitations placed in accordance with federal law, rule or regulation shall be deemed sufficient for the purpose of meeting these requirements.

**IMMIGRATION REFORM AND CONTROL ACT OF 1986:** The Providing Agency certifies that it does not and shall not during the performance of this Agreement, knowingly employ any unauthorized alien as defined in the *Federal Immigration Reform and Control Act of 1986*, as amended (§ 2.2-4311.1 *Code of Virginia*).

**DRUG FREE WORKPLACE:** During the performance of this Agreement, the Providing Agency agrees to (i) provide a drug-free workplace for its employees; (ii) post in conspicuous places, available to employees and applicants for employment, a statement notifying employees that the unlawful manufacture, sale, distribution, dispensation, possession, or use of a controlled substance or marijuana is prohibited in the Providing Agency's workplace and specifying the actions that will be taken against employees for violations of such prohibition; (iii) state in all solicitations or advertisements for employees placed by or on behalf of the Providing Agency that the Providing Agency maintains a

drug-free workplace; and (iv) include the provisions of the foregoing clauses in every subcontract or purchase order of over \$10,000, so that the provisions will be binding upon each sub-contractor or vendor. For the purposes of this section, "drug-free workplace" means a site for the performance of work done in connection with a specific contract awarded to the Providing Agency, the employees of who are prohibited from engaging in the unlawful manufacture, sale, distribution, dispensation, possession or use of any controlled substance or marijuana during the performance of the Agreement.

**COMPENSATION AND METHOD OF PAYMENT:** The Providing Agency shall submit an invoice to the Fiscal Agent, on a monthly basis, for the actual number of client doses subsidized, by type (i.e., methadone versus suboxone) with all invoices totaling **no more than \$31,520/annum for FY 26**. Said invoices shall be submitted to the Fiscal Agent at the following address: Gloucester County Administration, 6489 Main Street, Building Two, Gloucester, VA 23061. Funding for FY 27 may differ from that available for FY 26.

**TERMINATION OF AGREEMENT:** Either the Contractor or Providing Agency may terminate this Agreement at any time upon sixty (60) days advance, written notice to the other party.

**IN WITNESS WHEREOF:** The parties have caused this Agreement to be duly executed intending to be bound thereby.

**American Addiction Treatment Center**

**Gloucester County**

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

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

**Title:** \_\_\_\_\_

**Title:** \_\_\_\_\_

**Date:** \_\_\_\_\_

**Date:** \_\_\_\_\_

**Approved as to Form**

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

**Title:** \_\_\_\_\_

**Date:** \_\_\_\_\_

## MEMORANDUM OF AGREEMENT

This Memorandum of Agreement is entered into this **1<sup>st</sup> day of July 2025**, between **Gloucester County, Virginia**, 6489 Main Street, Gloucester, VA 23061, hereinafter called the "Contractor/Fiscal Agent", and **Bay Transit**, 5959 Fiddlers Green Rd, Gloucester, VA 23061, hereinafter called the "Providing Agency."

**WITNESSETH** that the Providing Agency and the Contractor/Fiscal Agent, in consideration of the mutual covenants, promises and agreements herein contained, agree as follows:

### **PARTIES INVOLVED:**

The Providing Agency, a division of Bay Aging, a non-profit, 501(c) (3) organization, provides public transportation for the Middle Peninsula and Northern Neck regions of Virginia.

**BACKGROUND:** The Contractor/Fiscal Agent, given its participation in the various National Opioid Settlements, is anticipating receiving a minimum of \$1.2 million in funding over the next fourteen years (through 2039). One of the significant programmatic gap areas that will be addressed, at least initially, through this funding is provision of transportation to opioid use/abuse treatment and therapeutic counseling services.

### **SCOPE OF SERVICES:**

#### A) Ride options

##### 1) Contracted Trip

- a. The purpose of the contracted trip is to establish regular, scheduled transportation for, typically speaking, a single individual to attend therapeutic or meditation assisted treatment (MAT) appointments.
- b. Providing Agency schedules regular (i.e., daily or weekly) transportation, for individual clients, in collaboration with third-party treatment/counseling provider, with Contractor/Fiscal Agent approval.
- c. Cost will be \$55/hour for drive time AND an additional \$22.50/hour for the time the driver spends waiting to take the rider back home. The price will be the same for two riders. There is no minimum charge for a given ride. Nonetheless, riders will be charged in 15-minute increments.
- d. Price will increase by \$20 (to \$75/hour) for riders with mobility issues/a wheelchair. The hourly rate for driver waiting time will remain \$22.50/hour.
- e. For a contracted trip, the driver will wait for the rider to complete the appointment and then return the individual to his home.
- f. There will be a \$55 charge for no-shows. No shows will be defined as the driver going to the client's house and the client not being present or available for the trip.
- g. A same day cancellation will incur a cost of \$25 to pay the driver's time for coming in to work.
- h. In the event of two (2) late cancellations or no-shows, the Providing Agency will notify the designated contact person from the treatment center and, if the circumstances warrant, the client may be excluded from further contracted trips.

##### 2) Express Service

- a. Bay Transit Express, a ride hailing service, is limited to a particular zone within Gloucester County (primarily, along the Route 17 corridor, from the Courthouse to Gloucester Point). Using the free Bay Transit Express app, customers can book \$1 one-way trips straight from their phones, or call, to get picked up within a 10 to 15-minute window.
- b. No night or weekend service-Express is available Monday through Friday, between 8 am and 5 pm.
- c. There are no guarantees that the rider will be the only one present.
- d. Third-party treatment/counseling provider will be provided a sheet of individual codes that the rider can use for each leg of a trip. Each portion of a given trip (e.g., from the treatment center to home) will require a separate code.

#### B) Service Components

- 1) The Providing Agency will provide transportation services for individuals undertaking medication assisted treatment (MAT)/medication for opioid use disorder (MOUD) and/or attending individual/group therapeutic counseling sessions or support groups within Gloucester County.

- 2) Contracted trip ride services, described in section A) 1) above, will be limited to current residents of the counties of Gloucester, Mathews, and Middlesex who are receiving therapeutic services and treatment from a Gloucester County-based center or provider.
  - 3) Ride services are available for individuals with mobility concerns/issues. As indicated above, the cost will be \$75/hour for the contracted trips.
  - 4) The nature of the ride selected (from the list above) will depend on the time of day/day of the week and the relative desire for privacy.
  - 5) The Providing Agency will provide a vehicle and a driver to transport patients each day from their residence to the applicable treatment service provider.
  - 6) A designated employee of the Providing Agency will coordinate the transportation for each clinic day with a representative of the approved providers.
  - 7) Each coordinated transportation arrangement will be initiated by e-mail sent from the provider representative to the Providing Agency representative. Fax requests can also be sent to 804-250-2049. Requests for contracted ride services should be sent at least one week in advance. The Providing Agency representative will confirm the scheduled trip by e-mailing the driver's name to the provider representative. The Providing Agency representative will contact the client and give them a pickup time for the trip. Clients should contact the Bay Transit representative at 804-250-2019 ext.1100 if they have questions, concerns or to cancel their ride request.
- C) Eligible Treatment Providers
- 1) The following community providers will have access to the ride services, on behalf of their clients/patients, under this MOA:
    - a. The American Addiction Treatment Center at 6983 C Mid County Dr, Hayes, VA 23072
    - b. The Master Center location at 6760 Main St Suite C, Gloucester, VA 23061
    - c. Gloucester Peer Recovery Center (Gloucester location) at 7603 Hospital Dr., Gloucester, VA 23061
    - d. Gloucester Counseling Center at 9228 George Washington Memorial Highway, Gloucester, VA 23061

**PERIOD OF PERFORMANCE:** July 1, 2025 through June 30, 2026. Depending on available funding and programmatic outcomes, this MOA can be renewed for additional one-year periods, up to a total of five years.

**REQUIRED PERFORMANCE REPORTING:** Providing Agency, in collaboration with the Contractor/Fiscal Agent, shall submit to the Fiscal Agent, on a quarterly basis, with the first submission due by October 15, 2025, data regarding the following:

- # of individuals served (unique and duplicated)
- # of rides completed
- Other additional metrics as deemed appropriate by the Fiscal Agent and the Contractor/Fiscal Agent, in consultation with the Providing Agency.

The Virginia Opioid Abatement Authority requires that reports regarding performance be submitted to them each September subsequent to the program/fiscal year.

**CLIENT CONFIDENTIALITY:** The parties agree to adhere to all applicable federal and state laws or regulations dealing with client rights and the confidentiality of client information. Disclosure of information may be made only with the consent of the client or, if applicable, his authorized representative, except in emergencies or otherwise required or permitted by law.

**ASSIGNMENT:** This Agreement may not be assigned, sublet, or transferred without the mutual consent of the parties.

**RESOLUTION OF DISPUTES:** In the event of a dispute arising out of the operation of the services in this Agreement, either party has the right to notify the other party of the existence of such a dispute and to request and obtain a prompt and timely meeting between the Contractor/Fiscal Agent and the Providing Agency.

**AMENDMENTS TO THE AGREEMENT:** New arrangements that revise, extend, or otherwise alter the scope of this Agreement shall be included as an addendum to the Agreement with the proper execution by all parties.

**INDEMNIFICATION:** The Providing Agency agrees to indemnify and hold harmless, to the extent permitted by law, the Contractor/Fiscal Agent in regard to any claims, made by or on behalf of a client or other party which are based upon the acts or omissions of the Providing Agency, any Providing Agency employees or agents, or which are otherwise

based upon matters that are the responsibility of the Providing Agency under this Agreement, and do not involve any act, omission, or responsibility of the Contractor/Fiscal Agent, its employees or agents under this Agreement.

**LAWS AND REGULATIONS:** By signature on this Agreement, the parties certify compliance with federal, state, and local laws and regulations applicable to the performance of the services described herein.

**ANTI-DISCRIMINATION:** The Providing Agency certifies that it 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* (VPPA).

During the performance of this Agreement, the Providing Agency agrees as follows:

The Providing Agency will not discriminate against any employee or applicant for employment because of race, religion, color, sex, national origin, age, 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 Providing Agency. The Providing Agency agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause.

The Providing Agency, in all solicitations or advertisements for employees placed by or on behalf of the Providing Agency, will state that such Providing Agency is an equal opportunity employer.

Notices, advertisements and solicitations placed in accordance with federal law, rule or regulation shall be deemed sufficient for the purpose of meeting these requirements.

**IMMIGRATION REFORM AND CONTROL ACT OF 1986:** The Providing Agency certifies that they do not and shall not during the performance of this Agreement, knowingly employ any unauthorized alien as defined in the *Federal Immigration Reform and Control Act of 1986*, as amended (§ 2.2-4311.1 *Code of Virginia*).

**DRUG FREE WORKPLACE:** During the performance of this Agreement, the Providing Agency agrees to (i) provide a drug-free workplace for its employees; (ii) post in conspicuous places, available to employees and applicants for employment, a statement notifying employees that the unlawful manufacture, sale, distribution, dispensation, possession, or use of a controlled substance or marijuana is prohibited in the Providing Agency's workplace and specifying the actions that will be taken against employees for violations of such prohibition; (iii) state in all solicitations or advertisements for employees placed by or on behalf of the Providing Agency that the Providing Agency maintains a drug-free workplace; and (iv) include the provisions of the foregoing clauses in every subcontract or purchase order of over \$10,000, so that the provisions will be binding upon each sub-contractor or vendor. For the purposes of this section, "drug-free workplace" means a site for the performance of work done in connection with a specific contract awarded to the Providing Agency, the employees of who are prohibited from engaging in the unlawful manufacture, sale, distribution, dispensation, possession or use of any controlled substance or marijuana during the performance of the Agreement.

**COMPENSATION AND METHOD OF PAYMENT:** The Providing Agency shall submit monthly invoices to the Fiscal Agent for all transportation services provided, in the preceding month's period, under this MOA. Said invoices shall be submitted to the Contractor/Fiscal Agent at the following address: Gloucester County Administration, 6489 Main Street, Building Two, Gloucester, VA 23061. The costs shall be derived entirely from the County's Opioid Settlement Fund. The budgeted amount for FY 26 will be a maximum of \$40,000. Every effort should be made to adhere to the budgeted amount.

**TERMINATION OF AGREEMENT:** Either the Contractor/Fiscal Agent or Providing Agency may terminate this Agreement at any time upon thirty (30) days advance, written notice to the other party.

**IN WITNESS WHEREOF:** The parties have caused this Agreement to be duly executed intending to be bound thereby.

**Bay Transit** \_\_\_\_\_

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

**Title:** \_\_\_\_\_

**Date:** \_\_\_\_\_

**Gloucester County** \_\_\_\_\_

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

**Title:** \_\_\_\_\_

**Date:** \_\_\_\_\_

**Approved as to Form**

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

**Title:** \_\_\_\_\_

**Date:** \_\_\_\_\_

## MEMORANDUM OF AGREEMENT

This Memorandum of Agreement is entered into this **1<sup>st</sup> day of July 2025**, between **Gloucester County Public Schools**, 6099 T.C. Walker Road, Gloucester, VA 23061, hereinafter called the "Contractor," **Gloucester County Government**, 6489 Main Street, Gloucester, VA 23061, hereinafter called the "Fiscal Agent", and the **Middle Peninsula Northern Neck Community Services Board (DBA Middle Peninsula Northern Neck Behavioral Health)**, P.O. Box 269, Ark, VA 23003, hereinafter called the "Providing Agency."

**WITNESSETH** that the Providing Agency, Fiscal Agent, and the Contractor, in consideration of the mutual covenants, promises and agreements herein contained, agree as follows:

### SCOPE OF SERVICES:

The Providing Agency shall provide a full-time (40 hours per week) Qualified Mental Health Professions-Prevention and Treatment Specialist, who will provide substance use prevention and counseling services on site at Gloucester High School, primarily, as well as at Peasley Middle School and Page Middle School, when applicable. This position will be housed at Gloucester High School, 6680 Short Lane Road, Gloucester, Virginia, 23061. The incumbent of said position shall be an employee of the Providing Agency.

Minimum qualifications of the mental health counselor will include a bachelor's degree in psychology, social work, counseling, or a related field. This individual will work under the supervision and guidance of a licensed clinical supervisor. Services to be offered include: evidenced-based or informed substance use prevention programming (at both the middle and high school levels) and the provision of therapeutic services, consistent with education, training and qualifications, to individuals with substance use disorders and those with co-occurring mental health diagnoses. Employee develops assessment-based treatment plans for each individual assigned and delivers services through individual, family and group psycho-educational, motivational, and supportive sessions to provide support for the individual's recovery process. Employee is expected to maintain best-practices, including utilizing a whole-family approach, in the prevention and treatment of substance use disorders.

The Providing Agency will provide:

- **Assessment:** Defined as "Assessment occurs throughout the life of the agency's involvement with the family".
  - The assessment may include child and family circumstances, history, strengths and needs of the child and family, the seriousness of the threat, and the services and supports the family currently is using or has available (e.g., nuclear family, extended family, school, work, place of worship, neighborhood, etc.)."
- **Counseling and Treatment:** Individual and Family Counseling
  - Defined as "Provided to individuals or a family unit by qualified human service professionals in either individual or group sessions. The counseling focuses on the individual's perception of self, family, and significant others."
- **Educational Groups/Prevention Programming:** Psychoeducational Groups
  - Defined as "It is related to family and personal adjustment problems, values clarification, personal effectiveness, and other areas of counseling exclusive of counseling related to other discrete services. Therapeutic interaction between mental health professionals, family Services workers, case managers and family members; or groups of families, birth parents or youth experiencing similar problems that may be solved with similar treatment plans."

**PERIOD OF PERFORMANCE:** July 1, 2025 through June 30, 2027. Depending on available funding and programmatic outcomes, this MOA may be renewed for additional one-year periods, up to a total of five years.

**REQUIRED PERFORMANCE REPORTING:** Providing Agency shall submit to the Fiscal Agent, on a quarterly basis, with the first submission due by October 15, 2025, data regarding the following:

- # of individual middle school and high school youth served through treatment services
- # of middle and high school youth served through prevention programming
- Other additional metrics as deemed appropriate by the Fiscal Agent and the Contractor, in consultation with the Providing Agency.



**SELECTED PREVENTION PROGRAMMING:** Prior to implementing prevention programming within the Gloucester County Public Schools system, the Providing Agency shall present the curriculum to the administration of GHS and Gloucester County Public Schools, to determine relative alignment with school protocols and the general educational curriculum.

**CONDITION OF CONTRACT:** As a condition of awarding a contract for the provision of services that require the Providing Agency or his employees to have direct contact with students on school property during regular school hours or during school-sponsored activities, the school board shall require the Providing Agency to provide certification that all persons who will provide such services have not been convicted of a felony or any offense involving the sexual molestation or physical or sexual abuse or rape of a child.

Any person making a materially false statement regarding any such offense shall be guilty of a Class 1 misdemeanor and, upon conviction, the fact of such conviction shall be grounds for the revocation of the contract to provide such services and, when relevant, the revocation of any license required to provide such services. School boards shall not be liable for materially false statements regarding the certification required by this subsection.

This subsection shall not apply to a Providing Agency or its employees providing services to a school division in an emergency or exceptional situation, such as when student health or safety is endangered or when repairs are needed on an urgent basis to ensure that school facilities are safe and habitable, when it is reasonably anticipated that the Providing Agency or its employees will not have direct contact with students. *Code of Virginia* § 22.1-296.1.

**CLIENT CONFIDENTIALITY:** The parties agree to adhere to all applicable federal and state laws or regulations dealing with client rights and the confidentiality of client information. Disclosure of information may be made only with the consent of the client or, if applicable, his authorized representative, except in emergencies or otherwise required or permitted by law.

**ASSIGNMENT:** This Agreement may not be assigned, sublet, or transferred without the mutual consent of the parties.

**RESOLUTION OF DISPUTES:** In the event of a dispute arising out of the operation of the services in this Agreement, either party has the right to notify the other party of the existence of such a dispute and to request and obtain a prompt and timely meeting between Gloucester County Schools and the Executive Director of the MPNN Community Services Board.

**AMENDMENTS TO THE AGREEMENT:** New arrangements that revise, extend, or otherwise alter the scope of this Agreement shall be included as an addendum to the Agreement with the proper execution by all parties.

**INDEMNIFICATION:** The Providing Agency agrees to indemnify and hold harmless, to the extent permitted by law, the Contractor in regard to any claims, made by or on behalf of a client or other party which are based upon the acts or omissions of the Providing Agency, any Providing Agency employees or agents, or which are otherwise based upon matters that are the responsibility of the Providing Agency under this Agreement, and do not involve any act, omission, or responsibility of the Contractor, its employees or agents under this Agreement.

The Contractor agrees to indemnify and hold harmless, to the extent permitted by law, the Providing Agency and the municipal corporations of which they are a part, in regard to any claims made by or on behalf of a client or other party which are based upon the acts or omissions of the Contractor, any of its employees or agents or which are otherwise based upon matters that are the responsibility of the Contractor under this Agreement, and do not involve any act, omission, or responsibility of the Providing Agency, its employees or agents under this Agreement.

**LAWS AND REGULATIONS:** By signature on this Agreement, the parties certify compliance with federal, state, and local laws and regulations applicable to the performance of the services described herein.

**ANTI-DISCRIMINATION:** The Providing Agency certifies that it 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* (VPPA).

During the performance of this Agreement, the Providing Agency agrees as follows:

The Providing Agency will not discriminate against any employee or applicant for employment because of race, religion, color, sex, national origin, age, 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 Providing Agency. The Providing Agency agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause.

The Providing Agency, in all solicitations or advertisements for employees placed by or on behalf of the Providing Agency, will state that such Providing Agency is an equal opportunity employer.

Notices, advertisements and solicitations placed in accordance with federal law, rule or regulation shall be deemed sufficient for the purpose of meeting these requirements.

**IMMIGRATION REFORM AND CONTROL ACT OF 1986:** The Providing Agency certifies that they do not and shall not during the performance of this Agreement, knowingly employ any unauthorized alien as defined in the *Federal Immigration Reform and Control Act of 1986, as amended* (§ 2.2-4311.1 *Code of Virginia*).

**DRUG FREE WORKPLACE:** During the performance of this Agreement, the Providing Agency agrees to (i) provide a drug-free workplace for its employees; (ii) post in conspicuous places, available to employees and applicants for employment, a statement notifying employees that the unlawful manufacture, sale, distribution, dispensation, possession, or use of a controlled substance or marijuana is prohibited in the Providing Agency's workplace and specifying the actions that will be taken against employees for violations of such prohibition; (iii) state in all solicitations or advertisements for employees placed by or on behalf of the Providing Agency that the Providing Agency maintains a drug-free workplace; and (iv) include the provisions of the foregoing clauses in every subcontract or purchase order of over \$10,000, so that the provisions will be binding upon each sub-contractor or vendor. For the purposes of this section, "drug-free workplace" means a site for the performance of work done in connection with a specific contract awarded to the Providing Agency, the employees of who are prohibited from engaging in the unlawful manufacture, sale, distribution, dispensation, possession or use of any controlled substance or marijuana during the performance of the Agreement.

**COMPENSATION AND METHOD OF PAYMENT:** The Providing Agency shall submit an invoice to the Fiscal Agent, on a quarterly basis, with all invoices totaling no more than 50% of the Prevention and Treatment Specialist's total annual salary and fringe benefit costs. The maximum salary for this position, for Fiscal Year 2025, is anticipated to be **\$64,450** (inclusive of fringe benefits). Said invoices shall be submitted to the Fiscal Agent at the following address: Gloucester County Administration, 6489 Main Street, Building Two, Gloucester, VA 23061. The Fiscal Agent's portion of the personnel costs shall be derived entirely from the County's Opioid Settlement Fund. The other 50% of the personnel costs shall be paid by the Providing Agency, utilizing funds secured through a Department of Juvenile Justice grant. Given the two-year period of performance for this contract, a cost of living multiplier not to exceed 5% may be applied to the position cost for FY 27.

**TERMINATION OF AGREEMENT:** Either the Contractor, Fiscal Agent, or Providing Agency may terminate this Agreement at any time upon ninety (90) days advance, written notice to the other party. In the event that the Providing Agency terminates this Agreement, the Providing Agency shall continue to provide the specified services to any client for whom an alternative placement cannot be found by the Contractor, but in no event shall the Providing Agency be responsible for providing services subsequent to the termination date of the Agreement.

**IN WITNESS WHEREOF:** The parties have caused this Agreement to be duly executed intending to be bound thereby.

**Gloucester County Public Schools**

**Middle Peninsula Northern Neck  
Community Services Board**

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

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

**Title:** \_\_\_\_\_

**Title:** \_\_\_\_\_

**Date:** \_\_\_\_\_

**Date:** \_\_\_\_\_

**Gloucester County**

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

**Title:** \_\_\_\_\_

**Date:** \_\_\_\_\_

**Approved as to Form**

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

**Title:** \_\_\_\_\_

**Date:** \_\_\_\_\_

## MEMORANDUM OF AGREEMENT

This Memorandum of Agreement is entered into this **1<sup>st</sup> day of July 2025**, between the **Middle Peninsula Northern Neck Behavioral Health Board**, P.O. Box 269, Ark, VA 23003, hereinafter called the "Providing Agency," and **Gloucester County**, 6489 Main Street, Gloucester, VA 23061, hereinafter called the "Contractor".

**WITNESSETH** that the Providing Agency and the Contractor, in consideration of the mutual covenants, promises and agreements herein contained, agree as follows:

**BACKGROUND:** The Contractor, given its participation in the 2021 and 2023 National Opioid Settlements, is anticipating receiving nearly \$1.2 million in funding over the next eighteen years (through 2039). Two of the programmatic gap areas that will be addressed through this funding, via this MOA, are subsidization of bed fees for individuals undertaking residential treatment and training of additional peer recovery specialists, who are at the front line of addiction services.

### SCOPE OF SERVICES:

- 1) Services required to be provided by the Providing Agency and funded by the Contractor pursuant to this MOA:
  - a. Bed Fee Subsidization
    - i. Providing Agency shall determine, using means testing, which clients are eligible for bed fee subsidization.
    - ii. The funding provided by the Contractor shall not be utilized until the Providing Agency's existing grant funds for this purpose have been fully expended. Under no circumstance shall the subsidized amount, for all service recipients, exceed the total amount budgeted for this purpose by the Contractor.
    - iii. The total amount budgeted for bed fee subsidization, for FY 26, is \$15,000.
    - iv. Providing Agency shall bill the Contractor for reimbursement on a quarterly basis.
    - v. Funding shall be disbursed to individuals who have actively engaged in support group services administered by the Recovery Response Team and who have evidenced a sustained commitment to the progression of their personal recovery.
  - b. Scholarships for Peer Recovery Specialist Certification
    - i. Providing Agency shall administer a viable application process for potential peer recovery support specialists, including determination regarding who needs and is deserving of financial support to complete the certification process.
    - ii. Contractor, at the request of the Providing Agency, shall provide up to 10 scholarships of \$500 each for individuals to complete the peer recovery specialist certification process.
    - iii. Providing Agency will invoice the Contractor for reimbursement for each scholarship recipient on a quarterly basis.

**PERIOD OF PERFORMANCE:** **July 1, 2025 through June 30, 2026.** Depending on available funding and programmatic outcomes, this MOA may be automatically renewed for additional one-year periods, up to a total of five years.

**REQUIRED PERFORMANCE REPORTING:** Providing Agency shall submit to the Contractor, on a quarterly basis, with the first submission due by October 15, 2025, data regarding the following:

- # of individuals assisted through subsidization of bed fees
- # of individuals awarded scholarships for peer recovery training (out of a maximum of 10)
- # of days for patients served through this MOA without a relapse or overdose incident.

**CLIENT CONFIDENTIALITY:** The parties agree to adhere to all applicable federal and state laws or regulations dealing with client rights and the confidentiality of client information. Disclosure of information may be made only with the consent of the client or, if applicable, his authorized representative, except in emergencies or otherwise required or permitted by law.

**ASSIGNMENT:** This Agreement may not be assigned, sublet, or transferred without the mutual consent of the parties.

**RESOLUTION OF DISPUTES:** In the event of a dispute arising out of the operation of the services in this Agreement, either party has the right to notify the other party of the existence of such a dispute and to request and obtain a prompt and timely meeting between representatives of the Providing Agency and the Contractor.

**AMENDMENTS TO THE AGREEMENT:** New arrangements that revise, extend, or otherwise alter the scope of this Agreement shall be included as an addendum to the Agreement with the proper execution by all parties.

**INDEMNIFICATION:** The Providing Agency agrees to indemnify and hold harmless, to the extent permitted by law, the Contractor in regard to any claims, made by or on behalf of a client or other party which are based upon the acts or omissions of the Providing Agency, any Providing Agency employees or agents, or which are otherwise based upon matters that are the responsibility of the Providing Agency under this Agreement.

**LAWS AND REGULATIONS:** By signature on this Agreement, the parties certify compliance with federal, state, and local laws and regulations applicable to the performance of the services described herein.

**ANTI-DISCRIMINATION:** The Providing Agency certifies that it 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* (VPPA).

During the performance of this Agreement, the Providing Agency agrees as follows:

The Providing Agency will not discriminate against any employee or applicant for employment because of race, religion, color, sex, national origin, age, 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 Providing Agency. The Providing Agency agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause.

The Providing Agency, in all solicitations or advertisements for employees placed by or on behalf of the Providing Agency, will state that such Providing Agency is an equal opportunity employer.

Notices, advertisements and solicitations placed in accordance with federal law, rule or regulation shall be deemed sufficient for the purpose of meeting these requirements.

**IMMIGRATION REFORM AND CONTROL ACT OF 1986:** The Providing Agency certifies that it does not and shall not during the performance of this Agreement, knowingly employ any unauthorized alien as defined in the *Federal Immigration Reform and Control Act of 1986*, as amended (§ 2.2-4311.1 *Code of Virginia*).

**DRUG FREE WORKPLACE:** During the performance of this Agreement, the Providing Agency agrees to (i) provide a drug-free workplace for its employees; (ii) post in conspicuous places, available to employees and applicants for employment, a statement notifying employees that the unlawful manufacture, sale, distribution, dispensation, possession, or use of a controlled substance or marijuana is prohibited in the Providing Agency's workplace and specifying the actions that will be taken against employees for violations of such prohibition; (iii) state in all solicitations or advertisements for employees placed by or on behalf of the Providing Agency that the Providing Agency maintains a drug-free workplace; and (iv) include the provisions of the foregoing clauses in every subcontract or purchase order of over \$10,000, so that the provisions will be binding upon each sub-contractor or vendor. For the purposes of this section, "drug-free workplace" means a site for the performance of work done in connection with a specific contract awarded to the Providing Agency, the employees of who are prohibited from engaging in the unlawful manufacture, sale, distribution, dispensation, possession or use of any controlled substance or marijuana during the performance of the Agreement.

**COMPENSATION AND METHOD OF PAYMENT:** The Providing Agency shall submit an invoice to the Contractor, on a quarterly basis, for the actual dollar amount of bed fee subsidies provided, with all invoices totaling no more than \$15,000 for FY 26. Said invoices shall be submitted to the Contractor at the following address: Gloucester County Administration, 6489 Main Street, Building Two, Gloucester, VA 23061.

**TERMINATION OF AGREEMENT:** Either the Contractor or Providing Agency may terminate this Agreement at any time upon thirty (30) days advance, written notice to the other party.

**IN WITNESS WHEREOF:** The parties have caused this Agreement to be duly executed intending to be bound thereby.

**American Addiction Treatment Center**

**Gloucester County**

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

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

**Title:** \_\_\_\_\_

**Title:** \_\_\_\_\_

**Date:** \_\_\_\_\_

**Date:** \_\_\_\_\_

**Approved as to Form**

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

**Title:** \_\_\_\_\_

**Date:** \_\_\_\_\_