

## A. General Terms and Conditions

### Award Budget Calculations

Personnel	\$ 875,146
Benefits	\$ 251,342
Travel	\$ 42,375
Equipment	\$ 21,600
Supplies	\$ 105,380
Consultants and Contracts	\$ 1,644,090
Indirect Costs	\$ <u>460,067</u>
 Total Cost	 \$ 3,400,000

1. This award is subject to The Uniform Administrative Requirements, Cost Principles, and Audit Requirements in 2 C.F.R. Part 200 (the "Part 200 Uniform Requirements"), as adopted and implemented by the Office of National Drug Control Policy (ONDCP) in 2 C.F.R. Part 3603. For this 2016 award, the Part 200 Uniform Requirements supersede, among other things, the provisions of 28 C.F.R. Parts 66 and 70, as well as those of 2 C.F.R. Parts 215, 220, 225, and 230.

For more information on the Part 200 Uniform Requirements, see <https://cfo.gov/cofar/>. For specific, award-related questions, recipients should contact ONDCP promptly for clarification.

2. This award is subject to the following additional regulations and requirements:
  - 28 CFR Part 69 – "New Restrictions on Lobbying"
  - 2 CFR Part 25 – "Universal Identifier and System of Award Management"
  - Conflict of Interest and Mandatory Disclosure Requirements, set out in paragraph 8 of these terms and conditions
  - Non-profit Certifications (when applicable)
3. Audits conducted pursuant to 2 CFR Part 200, Subpart F, "Audit Requirements" must be submitted no later than nine months after the close of the grantee's audited fiscal year to the Federal Audit Clearinghouse at <https://harvester.census.gov/facweb/>.
4. Recipients are required to submit Federal Financial Reports (FFR) to the Department of Health and Human Services, Division of Payment Management (HHS/DPM). Federal Financial Report is required to be submitted quarterly and within 90 days after the grant is closed out.

5. The recipient gives ONDCP or the Government Accountability Office, through any authorized representative, access to, and the right to examine, all paper or electronic records related to the grant.
6. Recipients of ONDCP funds are not agents of ONDCP. Accordingly, the grantee, its fiscal agent(s), employees, contractors, as well as state, local, and federal participants, either on a collective basis or on a personal level, shall not hold themselves out as being part of, or representing, the Executive Office of the President or ONDCP.
7. These general terms and conditions as well as archives of previous versions of the general terms and conditions are available online at [www.whitehouse.gov/ondcp/grants](http://www.whitehouse.gov/ondcp/grants).
8. Conflict of Interest and Mandatory Disclosures

A. Conflict of Interest Requirements

As a non-Federal entity, you must follow ONDCP's conflict of interest policies for Federal awards. Recipients must disclose in writing any potential conflict of interest to an ONDCP Program Officer; recipients that are pass-through entities must require disclosure from sub-recipients or contractors. This disclosure must take place immediately whether you are an applicant or have an active ONDCP award.

The ONDCP conflict of interest policies apply to sub-awards as well as contracts, and are as follows:

- i. As a non-Federal entity, you must maintain written standards of conduct covering conflicts of interest and governing the performance of your employees engaged in the selection, award, and administration of sub-awards and contracts.
  - ii. None of your employees may participate in the selection, award, or administration of a sub-award or contract supported by a Federal award if he or she has a real or apparent conflict of interest. Such a conflict of interest would arise when the employee, officer, or agent, any member of his or her immediate family, his or her partner, or an organization which employs or is about to employ any of the parties indicated herein, has a financial or other interest in or a tangible personal benefit from an organization considered for a sub-award or contract. The officers, employees, and agents of the non-Federal entity must neither solicit nor accept gratuities, favors, or anything of monetary value from sub-recipients or contractors or parties to sub-awards or contracts.
  - iii. If you have a parent, affiliate, or subsidiary organization that is not a State, local government, or Indian tribe, you must also maintain written standards of conduct covering organizational conflicts of interest. Organizational conflicts of interest means that because of relationships with a parent company, affiliate, or subsidiary organization, you are unable or appear to be unable to be impartial in conducting a sub-award or procurement action involving a related organization.
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### B. Mandatory Disclosure Requirement

As a non-Federal entity, you must disclose, in a timely manner, in writing to ONDCP all violations of Federal criminal law involving fraud, bribery or gratuity violations potentially affecting the Federal award. Non-Federal entities that have received a Federal award that includes the term and condition outlined in 200 CFR Part 200, Appendix XII "Award Term and Condition for Recipient Integrity and Performance Matters," are required to report certain civil, criminal, or administrative proceedings to SAM. Failure to make required disclosures can result in remedies such as: temporary withholding of payments pending correction of the deficiency; disallowance of all or part of the costs associated with noncompliance; suspension; termination of award; debarment; or other legally available remedies outlined in 2 CFR 200.338 "Remedies for Noncompliance".

9. FFATA / DATA Act Compliance. Each applicant is required to (i) Be registered in the System for Award Management (SAM) before submitting its application; (ii) provide a valid DUNS number in its application; (iii) continue to maintain an active SAM registration with current information at all times during which it has an active Federal award; and (iv) provide all relevant grantee information required for ONDCP to collect for reporting related to FFATA and DATA Act requirements.
10. Sub-awards are authorized under this grant award. Sub-awards must be monitored by the award recipient as outlined in 2 CFR 200.331.
11. Recipients must comply with the Government-wide Suspension and Debarment provision set forth at 2 CFR Part 180.
12. As specified in 2 CFR 200.303 Internal Controls, recipient must:
  - a) Establish and maintain effective internal controls over the Federal award that provides reasonable assurance that Federal award funds are managed in compliance with Federal statutes, regulations and award terms and conditions. These internal controls should be in compliance with the guidance in "Standards for Internal Control in the Federal Government," issued by the Comptroller General of the United States and the "Internal Control Integrated Framework," issued by the Committee of Sponsoring Organizations of the Treadway Commission (COSO).
  - b) Comply with Federal statutes, regulations, and the terms and conditions of the Federal awards.
  - c) Evaluate and monitor the non-Federal entity's compliance with statute, regulations, and the terms and conditions of the Federal award.
  - d) Take prompt action when instances of noncompliance are identified, including noncompliance identified in audit findings.
  - e) Take reasonable measures to safeguard protected personally identified information (PII) and other information ONDCP or pass-through entity designates as sensitive or the non-Federal entity considers sensitive consistent with applicable Federal, state, and local laws regarding privacy and obligations of confidentiality.
  - f) Annual program reports required.
  - g) The non-Federal entity must keep complete records on the disposition of funds, and

records related to the grant must be retained for three years.

## B. Recipient Integrity and Performance Matters

### Reporting of Matters Related to Recipient Integrity and Performance

#### 1. General Reporting Requirement

If the total value of your currently active grants, cooperative agreements, and procurement contracts from all Federal awarding agencies exceeds \$10,000,000 for any period of time during the period of performance of this Federal award, then you as the recipient during that period of time must maintain and report current information to the System for Award Management (SAM) that is made available in the designated integrity and performance system (currently the Federal Awardee Performance and Integrity Information System (FAPIS)) about civil, criminal, or administrative proceedings described in paragraph 2 of this award term and condition (below). This is a statutory requirement under section 872 of Public Law 110-417, as amended (41 U.S.C. 2313). As required by section 3010 of Public Law 111-212, all information posted in the designated integrity and performance system on or after April 15, 2011, except past performance reviews required for Federal procurement contracts, will be publicly available.

#### 2. Proceedings About Which You Must Report

Submit the information required about each proceeding that:

- a. Is in connection with the award or performance of a grant, cooperative agreement, or procurement contract from the Federal Government;
- b. Reached its final disposition during the most recent five year period; and
- c. Is one of the following:
  - (1) A criminal proceeding that resulted in a conviction, as defined in paragraph 5 of this award term and condition (below);
  - (2) A civil proceeding that resulted in a finding of fault and liability and payment of a monetary fine, penalty, reimbursement, restitution, or damages of \$5,000 or more;
  - (3) An administrative proceeding, as defined in paragraph 5 of this award term and condition, that resulted in a finding of fault and liability and your payment of either a monetary fine or penalty of \$5,000 or more or reimbursement, restitution, or damages in excess of \$100,000; or
  - (4) Any other criminal, civil, or administrative proceeding if:
    - (i) It could have led to an outcome described in paragraph 2.c.(1), (2), or (3) of this award term and condition;
    - (ii) It had a different disposition arrived at by consent or compromise with an acknowledgment of fault on your part; and

- (iii) The requirement in this award term and condition to disclose information about the proceeding does not conflict with applicable laws and regulations.

### 3. Reporting Procedures

Enter in the SAM Entity Management area the information that SAM requires about each proceeding described in paragraph 2 of this award term and condition. You do not need to submit the information a second time under assistance awards that you received if you already provided the information through SAM because you were required to do so under Federal procurement contracts that you were awarded.

### 4. Reporting Frequency

During any period of time when you are subject to the requirement in paragraph 1 of this award term and condition, you must report proceedings information through SAM for the most recent five year period, either to report new information about any proceeding(s) that you have not reported previously or affirm that there is no new information to report. Recipients that have Federal contract, grant, and cooperative agreement awards with a cumulative total value greater than \$10,000,000 must disclose semiannually any information about the criminal, civil, and administrative proceedings.

### 5. Definitions

For purposes of this award term and condition:

- a. Administrative proceeding means a non-judicial process that is adjudicatory in nature in order to make a determination of fault or liability (e.g., Securities and Exchange Commission Administrative proceedings, Civilian Board of Contract Appeals proceedings, and Armed Services Board of Contract Appeals proceedings). This includes proceedings at the Federal and State level but only in connection with performance of a Federal contract or grant. It does not include audits, site visits, corrective plans, or inspection of deliverables.
- b. Conviction, for purposes of this award term and condition, means a judgment or conviction of a criminal offense by any court of competent jurisdiction, whether entered upon a verdict or a plea, and includes a conviction entered upon a plea of nolo contendere.
- c. Total value of currently active grants, cooperative agreements, and procurement contracts includes—
  - (1) Only the Federal share of the funding under any Federal award with a recipient cost share or match; and
  - (2) The value of all expected funding increments under a Federal award and options, even if not yet exercised.

## C. Program Specific Terms and Conditions

The following special conditions are incorporated into each award document.

1. The grantee organization is legally and financially responsible for all aspects of this grant, including funds provided to sub-recipients.
2. Grant funds cannot be used to supplant current funding of existing activities.
3. By law, none of the funds awarded can be used to pay the salary of an individual at a rate in excess of the Executive Level 1.
4. Accounting Records and Disclosure – Awardees and sub-recipients must maintain records which adequately identify the source and application of funds provided for financially assisted activities. These records must contain information pertaining to grant or sub-grant awards and authorizations, obligations, unobligated balances, assets, liabilities, outlays or expenditures, and income.
5. Progress reviews are due on a quarterly basis. A programmatic report is due on a semi-annual basis.
6. Within 30 days of the execution of this agreement, ONDCP and NADCP/NDCI will schedule a management meeting to discuss the plan with accompanying timelines for accomplishing the deliverables noted below in special conditions and within NADCP/NDCI's grant submission. Reports on deliverables, at a minimum, shall consist of quarterly progress reviews in the form of written or oral presentations to ONDCP.
7. The recipient acknowledges that ONDCP reserves a royalty-free, non-exclusive, and irrevocable license to reproduce, publish or otherwise use, and authorize others to use (in whole or in part, including in connection with derivative works), for Federal purposes: (1) any work subject to copyright developed under an award or sub-award; and (2) any rights of copyright to which a recipient or sub-recipient purchases ownership with Federal support.
8. The deliverables, as listed in the Request for Applications, are:
  - A. *Project Plans*
    - A work plan that describes how the grantee will incorporate data, materials, and processes from the current service provider into the new program approach, including the collaboration and interface needed during the startup phase.
    - A strategic plan (including timelines, performance measures, and benchmarks for measuring internal progress) that specifies which activities the grantee will conduct to achieve the program goals and objectives.
    - A plan of action for the TTA requests to assist in developing a comprehensive strategic plan and the capacity to collect and use program evaluation management data.

*B. Marketing*

- A program marketing strategy that outlines the development of products and materials that will inform state, local, and tribal justice systems and law enforcement of the available TTA services.

*C. Technical Assistance*

- Training, technical assistance, and evaluation protocols to ensure consistency and quality of service delivery.
- A directory of TTA experts in each field identified in the RFA, who possess skills and abilities relevant to the subject matter areas identified in the RFA.
- A projected plan for onsite technical assistance visits.

*D. Training*

- A training proposal that includes the experts/organizations that will develop and provide training; locations for regional/statewide trainings; and projected materials and modules that will be available for those unable to attend in-person training.

*E. Materials*

- Web links or PDF attachments for the Annals of Research and Knowledge (ARK)<sup>TM</sup> descriptions of evidence-based programs matching risk and need profiles of participants. Quarterly updates of the research literature to identify new programs and practices to be added to the ARK<sup>TM</sup>.
- Training impact and evaluation survey for each training that is matched to performance measure.
- Toolkit for criminal justice interventions on two of the Adult Drug Court Best Practice Standards to include full curricula, two webinars, and two practical application guides.
- Materials to enable law enforcement managers to share information with line officers about the science of addiction.
- Develop three new MAT pocket guides for NADCP, customized for drug courts.
- Curriculum geared to treatment court and other criminal justice practitioners, based on sections of the American Society of Addiction Medicine (ASAM) Criteria to include a presentation module with detailed speaker notes, a recorded webinar with accompanying resource materials, and online animated video vignettes.

9. ONDCP has the right to approve or disapprove any and all plans for the deliverables (including but not limited to timelines, programs, materials, and presenters) and request any changes to them. Any and all NADCP/NDCI modifications to its approved plans and the terms and conditions of this award must be approved by ONDCP.

10. NADCP will serve as primary point of contact for subgrantees and will manage all communications and products developed by the subgrantees to ensure compliance with ONDCP guidance.

## D. Federal Award Performance Goals

1. NADCP agrees to develop required deliverables (in-person and online trainings, technical assistance, materials, and events) that facilitate the use of Medication-Assisted Treatment (efficacy and appropriate use of medication-assisted treatment) in drug courts and other alternatives to incarceration. Deliverables should also promote changes in drug court policies and procedures to expand the use of the medications. NADCP also agrees to work with ONDCP on the development of Medication-Assisted Treatment materials.
2. NADCP agrees to work with nationally-recognized expert practitioners in the fields engaged in law enforcement, criminal justice reform, and systems planning to develop and deliver its trainings and technical assistance materials, specifically national organizations representing law enforcement executives and officers, prosecutors, defense attorneys, judges, probation and parole officers, corrections administrators, treatment providers, and criminal justice and public health policymakers.
3. NADCP agrees to provide its in-person training and jurisdiction-specific technical assistance to demographically diverse communities at the state, local, and tribal levels.
4. NADCP agrees to include ONDCP policy priorities in the development and execution of training and technical assistance programming and materials, including evidence-based treatment and the use of medication-assisted treatment for opioid use disorders; overdose prevention; and diversion programming with comprehensive case management and service provision.
5. NADCP agrees to train and provide technical assistance as necessary to law enforcement line officers and executives in support of its justice systems change and education initiatives.
6. NADCP agrees to collect and analyze data from jurisdictions engaged in its programming, including reforms implemented, increased use of medication assisted treatment, and the implementation of overdose prevention education, to determine the effectiveness of the trainings and on-site assistance.

See also Section A. 4 regarding Federal Financial Reports.

## E. Payment Basis

1. A request for Advance or Reimbursement shall be made using the HHS/DPM system ([www.dpm.psc.gov](http://www.dpm.psc.gov)).
2. The grantee, must utilize the object classes specified within the initial grant application each time they submit a disbursement request to ONDCP. Requests for payment in the DPM system will not be approved unless the required disbursements have been entered using the corresponding object class designations. Payments will be made via Electronic Fund Transfer to the award recipient's bank account. The bank must be FDIC insured. The account must be interest bearing.



3. Except for interest earned on advances of funds exempt under the Intergovernmental Cooperation Act (31 U.S.C. 6501 et seq.) and the Indian Self-Determination and Education Assistance Act (25 U.S.C. 450), awardees and sub-awardees shall promptly, but at least annually, remit interest earned on advances to HHS/DPM using the remittance instructions provided below.

*Remittance Instructions* - Remittances must include pertinent information of the payee and nature of payment in the memo area (often referred to as "addenda records" by Financial Institutions) as that will assist in the timely posting of interest earned on federal funds. Pertinent details include the Payee Account Number (PAN), reason for check (remittance of interest earned on advance payments), check number (if applicable), awardee name, award number, interest period covered, and contact name and number. The remittance must be submitted as follows:

Through an electronic medium using either Automated Clearing House (ACH) network or a Fedwire Funds Service payment.

(i) For ACH Returns:

Routing Number: 051036706

Account number: 303000

Bank Name and Location: Credit Gateway—ACH Receiver St. Paul, MN

(ii) For Fedwire Returns\*:

Routing Number: 021030004

Account number: 75010501

Bank Name and Location: Federal Reserve Bank Treas NYC/Funds Transfer  
Division New York, NY

(\* Please note organization initiating payment is likely to incur a charge from your Financial Institution for this type of payment)

For recipients that do not have electronic remittance capability, please make check\*\* payable to: "The Department of Health and Human Services."

Mail Check to Treasury approved lockbox:

HHS Program Support Center, P.O. Box 530231, Atlanta, GA 30353-0231

(\*\* Please allow 4-6 weeks for processing of a payment by check to be applied to the appropriate PMS account)

Any additional information/instructions may be found on the PMS Web site at <http://www.dpm.psc.gov/>.

4. The awardee or sub-awardee may keep interest amounts up to \$500 per year for administrative purposes.