

A. General Terms and Conditions

Award Calculations

Personnel	\$ 177,410
Benefits	\$ 62,094
Travel	\$ 20,000
Consultants and Contracts	\$ 2,462,769
Supplies	\$ 5,000
Other Costs	\$ <u>272,727</u>
Total Direct Costs	\$ 3,000,000

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. § 3603. For this award, the Part 200 Uniform Requirements supersede, among other things, the provisions of 28 C.F.R. §§ 66 and 70, as well as those of 2 C.F.R. §§ 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 C.F.R. § 69 – “New Restrictions on Lobbying”
 - 2 C.F.R. § 25 – “Universal Identifier and System of Award Management”
 - Non-profit Certifications (when applicable)
3. Audits conducted pursuant to 2 C.F.R. Part 200, Subpart F, “Audit Requirements” must be submitted no later than 9 months after the close of the grantee’s audited fiscal year to the Federal Audit Clearinghouse at <https://harvester.census.gov/facweb>
4. Grantees are required to submit Federal Financial Reports (FFR) to the Department of Health and Human Services, Division of Payment Management (HHS/DPM). The Federal Financial Report is required to be submitted quarterly and within 90 days after the grant is closed out.
5. The recipient gives the awarding agency 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 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 these general terms and conditions, are available online at www.whitehouse.gov/ondcp.
8. Mandatory Disclosure Requirement
As a non-federal entity (NFE), 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 including the terms and conditions outlined in appendix XII of this part are required to report certain civil, criminal, or administrative proceedings to the System for Award Management (SAM), currently the Federal Awardee Performance and Integrity Information System. Failure to make required disclosures can result in any of the remedies described in § 200.339. (*See also* 2 C.F.R. § 180, 31 U.S.C. § 3321, and 41U.S.C. § 2313.)
9. Federal Funding Accountability and Transparency (FFATA) / Digital Accountability and Transparency Act (DATA Act). Each applicant is required to (i) be registered in 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. Subawards are authorized under this grant award. Subawards must be monitored by the award recipient as outlined in 2 C.F.R. § 200.331, 200.332, and 200.333. Information on subawards and executive total compensation must be reported in accordance with 2 C.F.R. Part 170.
11. Recipients must comply with the Government-wide Suspension and Debarment provision set forth at 2 C.F.R. § 180, dealing with all sub-awards and contracts issued under the grant.
12. Grantees should provide a preference, to the extent permitted by law, to maximize use of goods, products, and materials produced in the United States. *See* 2 C.F.R. § 200.322.
13. When issuing statements, press releases, requests for proposals, bid solicitations and other documents describing projects or programs funded in whole or in part with Federal money, the grantee shall clearly state—

- (1) the percentage of the total costs of the program
 - (2) the dollar amount of Federal funds for the project or program; and
 - (3) percentage and dollar amount of the total costs of the project or program that will be financed by non-governmental sources.
14. Failure to adhere to the General Terms and Conditions as well as the Program Specific Terms and Conditions may result in the termination of the grant or the initiation of administrative action. ONDCP may also terminate the award if it no longer effectuates program goals or agency priorities. *See* 2 C.F.R. § 200.340.

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 the currency of information reported to SAM that is made available in the designated integrity and performance system (currently the Federal Awardee Performance and Integrity Information System (FAPIIS)) about civil, criminal, or administrative proceedings described in paragraph 2 of this award term and condition. This is a statutory requirement under § 872 of Public Law 110-417, as amended (41 U.S.C. § 2313). As required by § 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. *See* 41 U.S.C. § 417b(e)(1).

2. Proceedings About Which You Must Report

Submit the information required about each proceeding that:

Is in connection with the award or performance of a grant, cooperative agreement, or procurement contract from the Federal Government

- i. Contract from the federal government;
- ii. Reached its final disposition during the most recent 5-year period; and
- iii. 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;
 - (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 5-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. All program authority and responsibility inherent in the Federal stewardship role shall remain with the Office of National Drug Control Policy (ONDCP). ONDCP will work in conjunction with the recipient to routinely review and refine the work plan so that the program's goals and objectives can be effectively accomplished. ONDCP will monitor the project on a continual basis by maintaining ongoing contact with the recipient and will provide input to the program's direction, in consultation with the recipient, as needed.
4. The recipient agrees to submit to ONDCP for review and approval any curricula, training materials, proposed publications, reports, or any other written materials that will be published, including web-based materials and web site content, through funds from this grant, at least thirty (30) working days prior to the targeted dissemination date. Any written, visual or audio publications, with the exception of press releases, whether published at the grantee's or government's expense, shall contain the following statements: "This project was supported by G21ONDCP06A, awarded by the Office of National Drug Control Policy. Points of view or opinions in this document are those of the author and do not necessarily represent the official position or policies of the Office of National Drug Control Policy or the United States Government."
5. Any web site that is funded in whole or in part under this award must include the following statement on the home page, on all major entry pages (i.e., pages (exclusive of documents) whose primary purpose is to navigate the user to interior content), and on any pages from which a visitor may access or use a Web-based service, including any pages that provide results or outputs from the service:

“This Web site is funded from a grant from the Office of National Drug Control Policy. Neither the Office of National Drug Control Policy, nor any other Federal instrumentality operate, control, are responsible for, or necessarily endorse this Web site (including without limitation, its content, technical infrastructure, and policies, and any services or tools provided).”

The full text of the foregoing statement must be clearly visible on the home page. On other pages, the statement may be included through a link, entitled “Notice of Federal funding and Federal disclaimer,” to the full text of the statement.

6. The recipient acknowledges that the Office of National Drug Control Policy (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.

The recipient acknowledges that ONDCP has the right to (1) obtain, reproduce, publish, or otherwise use the data first produced under an award or sub-award; and (2) authorize others to receive, reproduce, publish, or otherwise use such data for Federal purposes. “Data” includes data as defined in Federal Acquisition Regulation (FAR) provision 52.227-14 (Rights in Data – General). 48 CFR 52.226-14.

It is the responsibility of the recipient (and of each sub-recipient, if applicable) to ensure that this condition is included in any sub-award under this award.

The recipient has the responsibility to obtain from sub-recipients, contractors and sub-contractors (if any) all rights and data necessary to fulfill the recipient’s obligations to the Government under this award. If a proposed sub-recipient, contractor, or sub-contractor refuses to accept terms affording the Government such rights, the recipient shall promptly bring such refusal to the attention of the ONDCP program manager for the award and not proceed with the agreement in question without further authorization from the grant manager.

7. Grantee will not be reimbursed under the grant for any salary in excess of the rate of the Executive Level 1 for work performed under this grant.
8. Approval of this award excludes reimbursement of consultant rates exceeding the daily equivalent of the rate of pay payable under level IV of the Executive Schedule under section 5311 of Title 5 of the United States Code.
9. Accounting Records and Disclosure – As more particularly described in the Uniform Guidance, 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.

10. A Programmatic Report is due on a semi-annual basis.
11. Within 45 days after the end of any conference, meeting, retreat, seminar, symposium, training activity, or similar event funded under this award, the total cost of which exceeds \$20,000 in award funds, the recipient must provide the grant manager with the following information and itemized costs:
 - (1) name of event;
 - (2) event dates;
 - (3) location of event;
 - (4) number of Federal attendees;
 - (5) number of non-Federal attendees;
 - (6) cost of event space, including rooms for break-out sessions;
 - (7) costs of audio-visual services;
 - (8) other equipment costs (e.g., computer fees, telephone fees);
 - (9) costs of printing and distribution;
 - (10) costs of meals provided during the event;
 - (11) costs of refreshments provided during the event;
 - (12) costs for event planner;
 - (13) costs for event facilitators; and
 - (14) any other costs associated with the event.

The recipient must also itemize and report any of the following attendee (including participants, presenters, speakers) costs that are paid or reimbursed with cooperative agreement funds:

- (1) meals and incidental expenses (M&IE portion of per diem);
- (2) lodging;
- (3) transportation to/from event location (e.g., common carrier, Privately-Owned Vehicle (POV)); and
- (4) local transportation (e.g., rental car, POV) at the event location.

Note that if any item is paid for with registration fees, or any other non-award funding, then that portion of the expense does not need to be reported.

D. Federal Award Performance Goals

The assistance provided under this award will support the NFE's performance of the award and fulfillment of the following performance areas:

- Research and analyze 1) a range of existing community-based efforts to address the overdose epidemic and 2) current evidence-based and proven strategies to reduce overdose deaths;

- Using the evidence-based approaches previously identified, implement or enhance community-based new or ongoing programs that aim to reduce overdose, particularly in the regions of the United States with the highest rates of fatal and non-fatal overdoses (making funding available to at least eight communities via subawards is a priority);
- Once implemented, evaluate these community-based efforts to assess their efficacy in reducing overdose and other harms of substance (mis)use, particularly in the regions of the United States with the highest rates of fatal and non-fatal overdoses;
- Support and promote collaboration between public safety and public health agencies to ensure that overdose reduction efforts are aligned and that communities benefit from a comprehensive and coordinated response; and
- Provide technical assistance to support implementation, evaluation, and reporting by prospective subaward recipients.

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/PMS system (<https://pms.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/PMS 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 979132, St. Louis, MO 63197

(** 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 <https://pms.psc.gov/>.

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