

A. General Terms and Conditions

Award Calculations

Personnel	\$ 1,284,361
Benefits	\$ 461,308
Travel	\$ 121,194
Supplies and Equipment	\$ 52,045
Consultants and Contracts	\$ 534,792
Other Costs	\$ 46,300
Indirect Costs (@ approved rate 5.55%*)	\$ <u>0</u>
Total Cost	\$ 2,500,000

**Rate expires on 12/31/2015. Grantee has chosen not to build a dollar amount into the budget.*

1. This grant is subject to applicable Federal law, including but not limited to Title 2 of the Code of Federal Regulations (CFR) and the following:
 - Incorporated by reference, the provisions of the Office of Management and Budget’s (OMB) Uniform Guidance / Omni-circular applicable to grants, cooperative agreements, and other forms of federal financial assistance. Applicable OMB rules and updated guidance are available from the Council on Financial Assistance Reform website at <https://cof.gov/cofar>.
 - Uniform Administrative Requirements, Cost Principles, and Audit Requirement for Federal Awards (2 CFR Chapters 1 and 2, Parts 200, 215, 220, 225, and 230), available from the electronic Code of Federal Regulations (“e-cfr”) at www.ecfr.gov.
 - ONDCP Adoption of the Uniform Guidance or Omni-Circular at 2 CFR Part 3603 et seq.
 - “Government-wide Debarment and Suspension (Nonprocurement)” (adopted and codified by 2 CFR Part 3603)
 - “Government-wide Requirements for Drug-free Workplace (Financial Assistance)” (adopted and codified by 2 CFR Part 3603)
 - See also <http://www.gpo.gov/fdsys/pkg/FR-2014-12-19/html/2014-28697.htm>
 - “New Restrictions on Lobbying” (codified at 28 CFR Part 69)
 - Conflict of Interest and Mandatory Disclosure Requirements
 - Non-profit Certifications (when applicable)
 - 2 CFR 25.110
2. Audits conducted pursuant to OMB Circular 2 CFR Chapter 2, 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/>.

3. Grantees 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. Program income must be accounted for and reported on the Federal Financial Report.
4. 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.
5. Recipients of OFDCP 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.
6. 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.
7. Conflict of Interest Requirements - As a non-Federal entity, you must follow ONDCP's conflict of interest policies for Federal awards. You must disclose in writing any potential conflict of interest to an ONDCP Program Officer, or to the pass-through entity if you are a subrecipient or contractor. 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 subawards 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 subawards and contracts.
- ii. None of your employees may participate in the selection, award, or administration of a subaward 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 subaward 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 subrecipients or contractors or parties to subawards 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 subaward or procurement action involving a related organization.

- iv. If the applicant has identified specific personal or organizational conflicts of interest in its proposal during this review, the applicant must propose a specific and robust mitigation plan to address conflicts noted above. At a minimum, the plan must include specific processes and procedures that the applicant will put in place to eliminate (or, at the very least, mitigate) potential personal or financial conflicts of interest on the part of its staff, consultants, and/or subrecipients for this particular project, should that be necessary during the grant period.
 - v. Documentation that may be helpful in this regard could include organizational codes of ethics/conduct or policies regarding organizational, personal, and financial conflicts of interest. There is no guarantee that the plan, if any, will be accepted as proposed. Drawdown of award funds will be limited until a conflict of interest plan is approved by ONDCP.
 - vi. The applicant agrees to prohibit staff (employees or contractors) of the applicant from any outside employment, either compensated or uncompensated, in subject matter areas related to the award activities, for the duration of the award, unless approved in writing by ONDCP.
 - vii. The recipient agrees to comply with any additional requirements that may be imposed by ONDCP during the period of performance for this award, if the recipient is designated as "high-risk" for purposes of the ONDCP high-risk grantee list.
8. **Mandatory Disclosure Requirement** - As a non-Federal entity, you or your pass-through entity(s), must disclose, in a timely manner, in writing to the Federal awarding agency or pass-through entity all violations of Federal criminal law involving fraud, bribery or gratuity violations potentially affecting the Federal award. 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. (See also 2 CFR Part 180 and 31 U.S.C. 3321).
 9. 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 not contemplated under this grant award. However, should grantee identify a need for a sub-award, prior approval by the Federal awarding agency will be required.
 11. Grantee must comply with the Government-wide Suspension and Debarment provision set forth at 2 CFR Part 180, dealing with all sub-awards and contracts issued under the

grant.

12. As specified in the financial opportunity announcement, grantee must:
 - a. Establish and maintain effective internal controls over the Federal award that provides reasonable assurance that the non-Federal entity is managing the Federal award in compliance with Federal statutes, regulations, and the terms and conditions of the Federal award. 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 statutes, regulations, and the terms and conditions of the Federal awards.
 - 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 and other information the Federal awarding agency 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.

B. Program Specific Terms and Conditions

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 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 Grant No. G1799ONDCP03A, 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 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.

C. Federal Award Performance Goals

Grantee must comply with the financial opportunity announcement and their responding program narrative pertaining to identifying areas for research and model law drafting and such activities will be appropriately reported in Newsletters, and Quarterly and Final reports to ONDCP. Also grantee will collect evaluation data from working group participants and other applicable stakeholders (as proposed in the program narrative) and results of those evaluations will be analyzed and reported through the reporting processes to ONDCP.

See also Section A. 3

D. Payment Basis

1. A request for Advance or Reimbursement shall be made using the HHS/DPM system (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), grantees and sub-grantees shall promptly, but at least quarterly, remit interest earned on advances to HHS/DPM at the address provided below. When submitting your checks, please provide a detailed explanation which should include: reason for check (remittance of interest earned on OFDCP advance payments), check number, grantee name, grant number, interest period covered, and contact name and number.

Ms. Regenia Mitchell
Division of Payment Management
Department of Health and Human Services

Via U.S. Postal Mail:

P.O. Box 6021
Rockville, MD 20852

Via FedEx:

7700 Wisconsin Avenue, 10th Floor
Bethesda, MD 20814

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

RECIPIENT ACCEPTANCE OF GRANT CONDITIONS

Sherry L. Green
CEO, National Alliance for Model State Drug Laws

Date: _____