

A. General Terms and ConditionsAward Calculations

BUDGET SUMMARY

1. This cooperative agreement is subject to all applicable Federal laws and regulations, including but not limited 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 2302.

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

2. This award is also 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 13 of these terms and conditions
 - Non-profit Certifications (when applicable)
3. This award is being made in the form of a cooperative agreement, a particular type of grant in which ONDCP expects to have ongoing substantial involvement in award activities. Substantial involvement includes direct oversight and involvement with the grantee organization in implementation of the grant, but does not involve day-to-day project management.
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 fifteen (15) working days prior to the targeted dissemination date. Any

written, visual or audio publications, with the exception of press releases, whether published at the recipient's or government's expense, shall contain the following statements: "This project was supported by [Grant No.---], 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. 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.

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 subrecipients, contractors and sub-contractors (if any) all rights and data necessary to fulfill the recipient's obligations to ONDCP under this award. If a proposed subrecipient, contractor, or sub-contractor refuses to accept terms affording ONDCP such rights, the recipient shall promptly bring such refusal to the attention of ONDCP and shall not proceed with the agreement in question without further authorization from the ONDCP program office.

6. Recipient must request and obtain the prior written approval from ONDCP for all preaward costs. If approved, preaward costs may be paid from grant funds consistent with the recipient's approved budget, and under applicable cost standards. However, all preaward costs are incurred at the sole risk of an applicant.
7. 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:
 - i. name of event;
 - ii. event dates;
 - iii. location of event;
 - iv. number of Federal attendees;
 - v. number of non-Federal attendees;
 - vi. cost of event space, including rooms for break-out sessions;
 - vii. costs of audio visual services;
 - viii. other equipment costs (e.g., computer fees, telephone fees);

- ix. costs of printing and distribution;
- x. costs of meals provided during the event;
- xi. costs of refreshments provided during the event;
- xii. costs for event planner;
- xiii. costs for event facilitators; and
- xiv. 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:

- i. meals and incidental expenses (M&IE portion of per diem);
- ii. lodging;
- iii. transportation to/from event location (e.g., common carrier, Privately-Owned Vehicle (POV)); and
- iv. 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.

8. 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 awardee's audited fiscal year to the Federal Audit Clearinghouse at <https://harvester.census.gov/facweb/>.
9. Recipients 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 cooperative agreement is closed out. Program income must be accounted for and reported on the Federal Financial Report.
10. The recipient gives ONDCP and the Government Accountability Office, through any authorized representative, access to, and the right to examine, all paper or electronic records related to the cooperative agreement.
11. Recipients of funds are not agents of ONDCP. Accordingly, the recipient, 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.
12. These general terms and conditions are available online at www.whitehouse.gov/ondcp/grants.
13. Conflict of Interest and Mandatory Disclosures

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. 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.

Mandatory Disclosure Requirement

As a non-Federal entity you must disclose, in a timely manner, in writing to the Federal awarding agency 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, and termination of award, debarment, or other legally available remedies outlined in 2 CFR 200.338 "Remedies for Noncompliance."

14. FFATA / DATA Act Compliance. This award is subject to the subaward and executive compensation reporting requirement of 2 CFR Part 170. 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 awardee information required for ONDCP to collect for reporting related to FFATA and DATA Act requirements.

15. Subawards are not contemplated under this cooperative agreement award. However, should the awardee identify a need for a subaward, prior approval by the Federal awarding agency will be required. Any approved subaward must be monitored by the award recipient as outlined in 2 CFR 200.331.
16. Recipients must comply with the Government-wide Suspension and Debarment provision set forth at 2 CFR Part 180.
17. As specified in the financial opportunity announcement, recipient 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 applicable Federal statutes, regulations, and the terms and conditions of the Federal awards.
 - c. Evaluate and monitor compliance with applicable 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 ONDCP or the recipient designates as sensitive or that the recipient considers sensitive consistent with applicable Federal, state, and local laws regarding privacy and obligations of confidentiality.

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 reported 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 (FAPIIS)) about civil, criminal, or administrative proceedings described in paragraph 2 of this award term and condition. 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;

(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

1. The recipient organization is legally and financially responsible for all aspects of this cooperative agreement, including funds provided to subrecipients or contractors.
2. Award 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 – Recipients and subrecipients must maintain records which adequately identify the source and application of funds provided for financially assisted activities. These records must contain information pertaining to the cooperative agreement or subawards, and any authorizations, obligations, unobligated balances, assets, liabilities, outlays, expenditures, and program income.
5. Individuals may not receive compensation from the regular employer and the cooperative agreement for the same effort at the same time.

- b. Information about the role of coalitions and opportunities for diverse youth populations to engage with the NYLI and DFC-funded community coalitions in their area.
2. At two events to be determined by ONDCP, at least one roundtable discussion will be convened on engaging youth from these diverse populations. ONDCP's Director may participate in each discussion. The desired goal is for every coalition in attendance to identify and begin planning to reach out to one additional population to engage youth in their coalition activities. Lessons learned from these discussions will be documented and used for further coalition support in engaging youth from diverse populations.
3. Applicant will develop a method to assess the effectiveness of these outreach efforts. During the span of this agreement they will generate baseline information on diverse population involvement within community coalitions.
4. A report on the progress and outcomes of the NYLI outreach to diverse populations will be included in the *NYLI Youth in Action* report. Report at a minimum will identify:
 - a. Populations identified
 - b. Activities and results related to the above tasks
 - c. Findings specific to each population
 - d. Case studies
 - e. Future goals related to engaging youth from these populations

Deliverable III: National Registry of Evidence-based Programs and Practices (NREPP)

1. Applicant will develop a plan and work towards actionable items to meet the minimum requirements for submission to be considered for NREPP review.

DELIVERABLES FOR YEAR 2

Deliverable I: NYLI at Training Events

1. The National Youth Leadership Initiative will be conducted at two events to be determined by ONDCP.
2. Materials will be developed for youth and their adult advisors to be trained in the Strategic Prevention Framework and to learn how to help coalitions be more effective in creating community change. These coalitions include Drug-Free Communities (DFC) Support Program funded communities, as well as other coalitions addressing the prevention of youth substance use.
3. The ONDCP Director and/or the DFC Administrator will have the opportunity to engage with NYLI participants during each event.

4. NYLI youth will have opportunities for involvement in ONDCP projects, as appropriate. Applicant will act as the point of contact and conduit for all communications to NYLI participants. ONDCP may highlight NYLI activities during National Prevention Month in October 2017.
5. A written report on the *NYLI Youth in Action* community-based change projects will be provided to ONDCP to document the outputs of NYLI participants at the local level in support of coalition work. Report will at a minimum identify:
 - a. Case studies featuring NYLI engagement in their communities
 - b. Summary information on youth participation and outcomes
 - c. Feedback from DFC coalitions on NYLI impact in their communities
 - d. Future goals and plans for NYLI

Deliverable II: Outreach to Diverse Youth Populations

1. Applicant will develop two Fact Sheets for two diverse populations that will be made available for all coalitions to support their efforts in engaging youth from these populations in NYLI and the work of Drug-Free Communities coalitions. These fact sheets will provide:
 - a. Facts about substance use issues among youth in that population.
 - b. Information about the role of coalitions and opportunities for diverse youth populations to engage with the NYLI and DFC-funded community coalitions in their area.
2. At two events to be determined by ONDCP, at least one roundtable discussions will be convened on engaging youth from these diverse populations. ONDCP's Director may participate in each discussion. The desired goal is for every coalition in attendance to identify and begin planning to reach out to one additional population to engage youth in their coalition activities. Lessons learned from these discussions will be documented and used for further coalition support in engaging youth from diverse populations.
3. Applicant will develop a method to assess the effectiveness of these outreach efforts. During the span of this agreement they will generate baseline information on diverse population involvement within community coalitions.
4. A report on the progress and outcomes of the NYLI outreach to diverse populations will be included in the *NYLI Youth in Action* report. Report at a minimum will identify:
 - a. Populations identified
 - b. Activities and results related to the above tasks
 - c. Findings specific to each population

- d. Case studies
- e. Future goals related to engaging youth from these populations

Deliverable III: National Registry of Evidence-based Programs and Practices (NREPP)

1. Applicant will build upon actionable items to meet the minimum requirements for submission to be considered for NREPP review.

See also Section A. 3

E. Payment Basis

1. A request for Advance or Reimbursement shall be made using the HHS/DPM system (www.dpm.psc.gov).
2. The awardee, must utilize the object classes specified within the initial cooperative agreement 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.

RECIPIENT ACCEPTANCE OF COOPERATIVE AGREEMENT CONDITIONS

NAME & ORGANIZATION

Date: _____