# STATE OF NEW JERSEY DEPARTMENT OF LAW AND PUBLIC SAFETY

**OFFICE OF THE ATTORNEY GENERAL**

**FFY21 OPERATION HELPING HAND (OHH)**

**GRANT PROGRAM AWARD CONDITIONS**

**STATE CONDITIONS**

1. **Compliance with State Laws and Regulations**: The Subrecipient agrees to comply with all requirements imposed by the New Jersey Department of Law and Public Safety (L&PS), Office of the Attorney General (OAG) concerning all federal, state, municipal laws, rules, regulations, policies, guidelines, directives, and requirements (including licenses, permits and background checks) that are generally applicable to the activities in which the Subrecipient is engaged in the performance of this grant. Failure to comply with these laws, rules, regulations, and State Department of Treasury, circulars letters (State Circular) will be grounds for termination of this subaward.
2. **Compliance with Program Guidelines**: The Subrecipient agrees that all allocations and use of funds under this grant will be in accordance with L&PS’s September 2021 Program Administration and Guidelines for the Federal Fiscal Year (FFY) 2021 Overdose Data to Action – Operation Helping Hand Grant Program.
3. **Project Delays**: If a project is not operational within sixty (60) days of the original start date of the award period, the Subrecipient must report to OAG by letter the steps taken to initiate the project, the reasons for the delay, and the expected start date. If a project is not operational within ninety (90) days of the original start date of the award period, the Subrecipient must submit a second letter to OAG explaining the implementation delay. Upon receipt of the 90-day letter, OAG may cancel the project and request the federal agency approval to redistribute the funds to other project areas. Where extenuating circumstances warrant, OAG may also extend the implementation date of the project past the 90-day period. When this occurs, the appropriate subaward files and records must so note the extension.
4. **Legal Authority for Application:** The Subrecipient assures that it possesses legal authority to apply for this subaward; that, if applicable, a resolution or similar action has been duly adopted or passed as an official act of the applicant’s governing body, authorizing the filing of the application, including all understandings and assurances contained therein, and directing and authorizing the person identified as the official representative of the applicant to act in connection with the application and to provide such additional information as may be required. The Subrecipient assures that it has the institutional, managerial, and financial capability (including funds sufficient to pay any required non- federal share of project cost) to ensure proper planning, management, and completion of the project described in this application.
5. **Availability of Grant Funds:** The Subrecipient shall recognize and agree that both the initial provision of funding and the continuation of funding under this agreement are expressly dependent upon the availability of funds appropriated to L&PS by the State Legislature from state and/or federal revenue streams and other applicable funding sources. In addition, if the Attorney General deems another subrecipient’s program a priority, it may affect your funding. A failure of L&PS to make any payment under this agreement or to observe and perform any condition on its part to be performed under the agreement as a result of the failure of the Legislature to appropriate funds shall not in any manner constitute a breach of the agreement by L&PS or an event of default under the agreement and L&PS shall not be held liable for any breach of the agreement because of the absence of available funding appropriations. In addition, future funding shall not be anticipated from L&PS beyond the duration of the award period set forth in the grant agreement. Additionally, the Subrecipient understands and agrees that, in the event funds from state or federal sources are not continued beyond the current federal grant end date by an approved extension at a level sufficient to maintain the costs of the Subaward, or in the event of a change in federal or state laws relevant to these costs, the obligations of the State of New Jersey shall be terminated immediately upon written notice to the Subrecipient. In no event shall the agreement be construed as a commitment by L&PS to expend funds beyond the termination date set forth in the grant agreement.
6. **Anti-Discrimination/Affirmative Action:** The Subrecipient assures that it will comply, and all of its contractors will comply, with the requirements of the state’s anti-discrimination and affirmative action laws and regulations, including N.J.A.C. 17:27 (Equal Employment Opportunity and Affirmative Action Rules), applicable provisions of N.J.S.A. 10:5-1, et seq. (Law Against Discrimination), as amended, and all implementing regulations and state circulars as amended or superseded. Failure to comply with these laws, rules, regulations, and state circulars will be grounds for termination of this subaward.
7. **Performance Period:** The Subrecipient agrees that the work will be performed within the subaward period.
8. **Timekeeping Systems:** Subrecipient must maintain a timekeeping system which provides, at a minimum, records for all personnel charged to the grant as follows: positions, employee’s name, title/rank, date hired, annual salary, total daily hours worked, hourly overtime rate, daily overtime charged to the grant, and signature of the employee, supervisor and project director regarding time charged to the grant. If an employee works solely on subgrant activities, the Subrecipient’s employee and supervisor will sign a certification every six months verifying salary and wage charges to the project.
9. **No State Employee Status**: The Subrecipient understands and agrees that non-State employees or other persons performing services in connection with a subaward shall not be considered employees of the State of New Jersey for any purpose, including but not limited

to, defense and indemnification for liability claims, workers compensation or unemployment.

1. **Indemnification by Non-State Agencies:** The Subrecipient agrees that it shall be solely responsible for, and shall defend, indemnify, keep, save, and hold the State of New Jersey harmless from all claims, loss, liability, expense, or damage resulting from all mental or physical injuries or disabilities, including death, to its employees or recipients of the Subrecipient’s services or to any other persons, or from any damage to any property sustained in connection with the delivery of the Subrecipient’s services that results from any acts or omissions, including negligence or malpractice of any of its officers, directors, employees, agents, servants or independent contractors, or from the Subrecipient’s failure to provide for the safety and protection of its employees, whether or not due to negligence, fault, or default of the Subrecipient. The Subrecipient’s responsibility shall also include all legal fees and costs that may arise from these actions. The Subrecipient’s liability under this agreement shall continue after the termination of this agreement with respect to any liability, loss, expense, or damage resulting from acts occurring prior to termination.
2. **Release by State Agencies**: At its own expense, the Subrecipient shall be solely responsible for its defense against, and hereby releases L&PS from liability for, any and all suits, claims losses, demands, expenses, or damages of whatsoever kind or nature, arising out of or in connection with any act or omission of the Subrecipient and its employees, representatives, agents, independent contractors or invitees, related to this grant agreement.
3. **Financial Management:** The Subrecipient agrees to give L&PS and HHS through any authorized representative, access to and the right to examine all paper and electronic records, books, papers, and documents related to the grant including pertinent accounting records, books, documents, and papers as may be necessary to monitor and audit the Subrecipient’s operations. L&PS reserves the right to have access to all work papers produced in connection with audits made by the Subrecipient or independent certified public accountants, registered municipal accountants, or licensed public accountants hired by the Subrecipient to perform such audits. The Subrecipient agrees to maintain an adequate financial management system in accordance with generally accepted principles of accounting. The Subrecipient shall maintain accurate and current financial reports, accounting records, internal controls, budget controls, and cash management procedures for receiving, holding, and expending grant funds. The Subrecipient shall maintain an accurate and complete disclosure of financial results for each subgrant in the Detailed Cost Statements, create procedures to determine allowable costs, and provide source documentation for financial records.

L&PS reserves the right to conduct audits regarding funds granted to the Subrecipient. As a requirement for further involvement in the programs, the Subrecipient shall cooperate with any such audit and make available permanent records.

The Subrecipient agrees to monitor all subawards, if applicable, for performance and fiscal integrity, including any required cash match. In addition, the Subrecipient will monitor all Subrecipients to ensure that required audits are performed.

Payments will be made to the Subrecipient in the manner determined by the L&PS and after receipt by L&PS of a properly executed copy of this grant.

1. **Accounting Records:** The Subrecipient agrees to enter, maintain, and record all grant funds received by the State for this program in accounting records separate from all other fund accounts, including funds derived from other grant awards. Subrecipient shall disburse grant funds in accordance with the provisions of the subaward throughout the project period and in accordance with conditions L&PS may require.
2. **Program Income:** Program income is defined as gross income earned by the Subrecipient from grant-supported activities. The Subrecipient must comply with State Circular 07-05- OMB and Federal program income requirements found at 2 C.F.R. §§ 200.80 and 200.307. Unless the grant provides otherwise, the Subrecipient shall have no obligation to L&PS with respect to royalties received as a result of copyrights or patents produced under the grant. All other program income earned during the grant period shall be retained by the Subrecipient and used in accordance with the allowable costs of the subaward.
3. **Advances of State Grants:** If applicable, the Subrecipient agrees that it will deposit advances of state grants in interest bearing accounts.
4. **Fund Recovery:** L&PS reserves the right to deny reimbursement of, or recover any funds considered unsupported, ineligible, or unallowable as a result of any audit, review, investigation, or monitoring.
5. **Data and Reporting Requirements:** The Subrecipient agrees that it will maintain data and information and submit timely reports, including programmatic progress and financial reports, as L&PS may require. If reports are not submitted as required, then L&PS may, at its discretion, suspend payments on this subaward. The State of New Jersey may, at its discretion, take such action to withhold payments to the Subrecipient on this or any grant with other state agencies until the required reports have been submitted.
6. **Records Retention:** Unless otherwise directed by LP&S or state or federal statute, all grant records shall be retained for a period of seven years. This period is extended until otherwise directed if there is any litigation, claim, negotiation, action, or audit in progress and/or audit finding involving grant records started before the end of the seven-year period.
7. **Subrecipient Official File:** Subrecipients are required to maintain a master file for grant documents. The following documents must be available for on-site review by OAG program monitors and auditors:
	1. Copy of approved award package for the grant including: grant contract; Applicant Information Form; Program Narrative; Application Authorization; General and Special Conditions; copy of award letter; the Resolution; copy of deliverables; and related written approvals from OAG.
	2. Copies of all Requests for Reimbursements.
	3. Banking Information, including cash verification, receipts documentation, check register, canceled checks, and bank statements (if applicable).
8. **Compliance with Performance Goals:** The Subrecipient must assure compliance with applicable Federal requirements and that performance goals are being achieved. Subrecipient monitoring must cover each program, function, or activity to monitor performance under grant supported activities to assure time schedules and objectives are being met, projected work units by time periods are being accomplished, and other performance goals are being achieved as applicable.
9. The Subrecipient shall inform L&PS of the following types of conditions which affect program objectives and performance as soon as they become known:
	1. Problems, delays, or adverse conditions which will materially impair the ability to attain program objectives, prevent meeting time schedules and goals, or preclude the attainment of project work units or established time periods. This disclosure shall be accompanied by a statement of the action taken, or contemplated, and any assistance by L&PS required to resolve the situation.
	2. Favorable developments or events which enable meeting time schedules and goals sooner than anticipated, at a lower than anticipated cost, or produces a greater benefit than originally planned.
10. L&PS may, at its discretion, make site visits to:
	1. Review program accomplishments and management control systems.
	2. Provide such technical assistance as may be required.
	3. Perform fiscal reviews to ensure grant funds are being properly expended in a timely manner.
	4. Ensure compliance with all pertinent civil rights laws and regulations.
11. **Budget Revisions/Grant Extensions:** The Subrecipient agrees to report any Budget Revisions or Grant Extensions as follows:
12. Deviations in excess of one (1) percent from the approved budget or extensions in the grant period require prior approval via OAG Grant Adjustment Request Form (GARF). Subrecipient should be aware that approved budget revisions may result in the imposition of additional special conditions.
13. L&PS may request changes in the scope of services of the Subrecipient to be performed under this agreement. Such changes, which are mutually agreed upon by and between L&PS and the Subrecipient, must be incorporated in written amendments to this grant.
14. If the Subrecipient is making program expenditures or providing grant services at a rate which, in the judgment of L&PS, will result in substantial failure to expend the grant amount or provide grant services, L&PS may so notify the Subrecipient. If, after consultation, the Subrecipient is unable to develop to the satisfaction of L&PS a plan to rectify its low level of program expenditures or grant services, L&PS may upon thirty (30) days’ notice to the Subrecipient, reduce the grant amount by a sum that more fairly projects program expenditures over the grant period. This reduction shall take into account the Subrecipient’s fixed costs and shall establish the committed level of services for each program element of grant services at the reduced grant amount. If such a determination is made by L&PS subsequent to the awarding and receipt of the funds by the Subrecipient, the reduced amount will be remitted to L&PS.
15. If the revision requested will result in a change to the Subrecipient’s approved project which requires federal prior approval, L&PS will obtain the federal agency’s approval before approving the Subrecipient’s request.
16. **Failure to Comply with Award Conditions:** If the Subrecipient materially fails to comply with the terms of an award, whether stated in a state or federal statute, regulation, assurance, general condition, special condition, state plan/application, notice of award, or elsewhere, the Subrecipient agrees that L&PS may take one or more of the following actions, as appropriate:
17. Temporarily withhold cash payments pending correction of the deficiency by the Subrecipient or take more severe enforcement action.
18. Disallow all or part of the cost of the activity or action not in compliance.
19. Wholly or partly suspend or terminate the current award for the Subrecipient’s program.
20. Withhold further awards for the program.
21. Request the balance of grant funds to be returned and/or seek reimbursement for funds expended that were not in compliance with the terms and conditions of the grant agreement.
22. Take other remedies that may be legally available.

In taking an enforcement action, L&PS may provide the Subrecipient an opportunity for such hearing, appeal or other administrative proceeding to which the Subrecipient is entitled under any statute or regulation applicable to the action involved.

The enforcement remedies identified in this Section, including suspension and termination, do not preclude the Subrecipient from being subject to State and Federal debarment and suspension procedures.

1. **Grant Termination:** When the Subrecipient has failed to comply with grant award requirements, stipulations, standards, or conditions, the Subrecipient agrees that L&PS may suspend the grant and withhold further payments; prohibit the Subrecipient from incurring additional obligations of grant funds pending corrective action by the Subrecipient; decide to terminate the grant in accordance with the terms herein. L&PS shall allow all necessary and proper costs, which the Subrecipient could not reasonably avoid during the period of suspension, provided they meet federal and state requirements.
2. **L&PS Termination of the Grant:** The Subrecipient agrees that L&PS may terminate the grant in whole or in part whenever it is determined that the Subrecipient has failed to comply with the conditions of the grant. L&PS shall notify the Subrecipient in writing of the determination and the reasons for the termination together with an effective date. Payments made to the Subrecipient or recoveries by L&PS under the grant terminated for cause shall be in accordance with the legal right and liability of the parties. If the subaward is terminated for the Subrecipient’s failure to comply with Federal statutes, regulations, or terms and conditions of the Subaward, L&PS will provide notification to the Subrecipient, including information that the decision may be considered in evaluating future applications received from L&PS.
3. **Grant Termination for Convenience:** L&PS may terminate this grant for convenience, upon 60 days written advance notice to the Subrecipient, for any reason whatsoever, including lack of funding available to L&PS. Upon receipt of a notice of termination for convenience, the Subrecipient shall cease incurring additional obligations of subaward funds. However, L&PS shall allow the Subrecipient to incur all necessary and proper costs which the Subrecipient cannot reasonably avoid during the termination process, as long as these costs comply with all program requirements.
4. **Mutual Termination of the Grant:** L&PS and the Subrecipient may terminate the grant in whole, or in part, when both parties agree that the continuation of the project would not produce beneficial results commensurate with the further expenditure of funds. Both parties shall agree upon the termination conditions, including the effective date and in case of partial terminations, the portion to be terminated. The Subrecipient shall not incur new obligations for the terminated portion after the effective date and shall cancel as many outstanding obligations as possible.
5. **Subcontractors and Assignments:** The Subrecipient shall not subcontract any of the work or services covered by this grant, nor shall any interest be assigned or transferred except as may be provided for in this grant or with the express written approval of OAG. No rights or obligations of the Subrecipient under this subaward, in whole or part, may be assigned or subcontracted to another entity for any reason without the prior written approval of OAG. The Subrecipient may not transfer any rights or obligations under this subgrant pursuant to an acquisition, affiliation, consolidation, merger or other synergy with another entity.
6. **Contracts with Subcontractors/Vendors:** The Subrecipient shall include in its official grant file copies of any contract with subcontractors/vendors regarding this grant program and copies of its monthly timekeeping system records. OAG reserves the right to give final written approval of subcontract/vendor budgets reimbursed with subaward funds. The Subrecipient agrees to ensure that all subaward conditions are included in any contract made under this subaward including, but not limited to:
7. A timekeeping system requirement as specified above.
8. The hourly rate for certified providers will be based on experience and comparable rates for the field of service. All rates must be pre-approved by OAG.
9. The subcontractor/vendor must develop and/or maintain written, internal policy and procedures for participant service purchases (i.e., transportation, food and other emergency aid) with appropriate monitoring, oversight, and authority.

4. Types and amounts of purchases per project participant paid for with subgrant funds must be pre-approved by OAG.

1. **Public Works Contractor Registration:** The Subrecipient’s subcontractors, instructors, and consultants must maintain Public Works Contractor Registration with L&PS and comply with all other terms required by the Public Works Contractor Registration Act (N.J.S.A. 34:11-56.48 et seq.).
2. **Purchase of Services by State Agencies:** For purchase of services by State Agencies, Independent State Agencies or Legislature, the Subrecipient agrees to comply with N.J.S.A.

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52:34-13.2, and that all services performed under a contract or through any subcontract shall be performed in the United States, unless the appropriate officer provides a certification, which is approved by the appropriate authority, which states that a required service cannot be provided by a contractor or subcontractor within the United States.

1. **Purchases:** The Subrecipient agrees that all equipment, consumable supplies, and services purchased or leased with grant funds will be acquired by following standard county and local bidding/ procurement procedures, including P.L. 2004, c. 19 (N.J.S.A. 19:44A-20.4 and N.J.S.A. 19:44A-20.5) or state bidding/procurement procedures, including P.L. 2005,

c. 51 (N.J.S.A. 19:44A-20.13), when applicable.

1. **Entertainment, Meals, and Refreshments:** The Subrecipient agrees to comply with the current State Circular on Entertainment, Meals, and Refreshments, State Circular 11-09- OMB when using subaward funds to purchase food, beverages, and refreshments for project activities.
2. **Travel/Training:** Subrecipient agrees to submit a written request to L&PS and receive written approval before expending any grant funds allocated for training and/or travel (other than that which had been specifically listed, described and cost figures provided for in the approved grant application). A Subrecipient’s use of any grant funds for allowable travel is restricted by the current State Travel regulations, State Circular 16-11-OMB. Exceptions to this policy may be considered on a case-by-case basis when justified by extenuating circumstances. A Subrecipient seeking an exception to these travel regulations must seek prior preapproval for the travel exception by submitting a written request to the awarding agency 60 days prior to commencement of travel.
3. **Work Product Publication:** The Subrecipient’s subcontractors, instructors, and consultants must maintain Public Works Contractor Registration with the Department of Labor and Workforce Development, as required by N.J.S.A. 34:11-56.48 et seq.
4. **Bonding and Insurance:** Bonding and insurance, as applicable, shall be provided by the Subrecipient and poof of bonding and insurance must be retained on file by the Subrecipient.
5. **Property:** The Subrecipient agrees that property furnished by L&PS, acquired in whole or in part with federal or L&PS funds, or whose cost was charged to a project supported by federal or L&PS funds, shall be utilized and disposed of in a manner generally consistent with state and federal requirements.
6. **Overtime:** The Subrecipient agrees that overtime expenses must be directly related to pre- approved subaward activities. Monthly overtime charges to the subaward must be reported on the Detailed Cost Statement report. The Detailed Cost Statement should include employee’s name, daily overtime charged, and activity for which overtime expenses were incurred.
7. **Insurance Costs:** The Subrecipient agrees to ensure that all insurance requirements are consistent with the business/not-for-profit entity are extended to include the purposes and intent of this subaward.
8. **Corruption of Public Resources Act:** The Subrecipient understands and agrees that, in compliance with N.J.S.A. 2C:27-12, prohibiting corruption of public resources, it cannot knowingly misuse state grant funds for an unauthorized purpose. Violations under this act could result in a prison term of up to 20 years and a fine of up to $500,000, pursuant to

N.J.S.A. 2C:30-8 (Public Corruption Profiteering Penalty Act). Under N.J.S.A. 2A:32C-3, a person shall also be subject to civil penalty and treble damages for making false claims under New Jersey’s False Claims Act.

1. **High Risk Subrecipients:** In addition to the federal regulations governing risk status evaluations, located at 2 C.F.R. §§ 200.205 and 200.207, the Subrecipient agrees that under certain instances it may be considered “High Risk”:
2. If L&PS determines that a Subrecipient:
	1. Has a history of unsatisfactory performance;
	2. Is not financially stable;
	3. Has a financial management system which does not appear adequate according to the General Conditions, or meet the standards expressed according to the current State Circular Letter Standard Grant Agreement Form, VIII Financial Management System, State Circular 07-05-OMB;
	4. Has not conformed to terms and conditions of previous awards; or
	5. Is otherwise not responsible; and L&PS determines that an award will be made; special conditions and/or restrictions shall correspond to the high risk condition and shall be included in the award.
3. If a Subrecipient is considered “High Risk,” then L&PS may impose additional Specific Conditions or restrictions on the Subrecipient at any time including one or more of the following:
	1. Payment on a reimbursement basis;
	2. Withholding authority to proceed to the next phase until receipt or evidence of acceptable performance within a given funding period;
	3. Requiring additional, more detailed financial reports;
	4. Additional project monitoring;
	5. Requiring the Subrecipient to obtain technical or management assistance; or
	6. Establishing additional prior approvals.
4. If L&PS decides to impose such Specific Conditions, L&PS will notify the Subrecipient as soon as possible, in writing, of:
	1. The nature of the special conditions/restrictions;
	2. The reason(s) for imposing the Specific Conditions;
	3. The corrective actions that must be taken before the Specific Conditions will be removed by L&PS and the time allowed for completing the corrective actions; and
	4. The method of requesting reconsideration of the conditions/restrictions imposed.
5. **Closeout Procedures:** The Subrecipient shall submit final expenditure and performance reports as prescribed by L&PS and in the timeframes set forth in the subaward agreement upon completion of the grant period or termination of the grant. L&PS may permit extensions when requested in writing by the Subrecipient. The Subrecipient will, together with the submission of the final report, refund to L&PS any unexpended funds or unobligated (unencumbered) cash advanced, except such sums that have been otherwise authorized in writing by L&PS to be retained. L&PS reserves the right to recover any funds considered unsupported, ineligible, or unallowable as a result of any audit, review, investigation, or monitoring.

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# FEDERAL CONDITIONS

1. **Non-Supplanting Requirement:** The Subrecipient agrees that federal funds made available under this program will be used to supplement but not supplant state or local government funds.
2. **Compliance with Program Guidelines**: The Subrecipient agrees that all allocations and use of funds under this grant will be in accordance with the Centers for Disease Control and Prevention (CDC) General Terms and Conditions for non-research awards at [https://www.cdc.gov/grants/federalregulationspolicies/index.htm](http://www.cdc.gov/grants/federalregulationspolicies/index.html)l.
3. **Compliance with Federal Laws:** The Subrecipient agrees to comply with all requirements imposed by the U.S. Department of Health and Human Services (HHS) concerning all federal laws, rules, regulations, policies, guidelines, directives, and requirements (including licenses, permits and background checks) that are generally applicable to the activities in which the Subrecipient is engaged in the performance of this grant. The Subrecipient agrees that it is responsible for reviewing any changes to current applicable requirements, including relocation of citations, and any new requirements that are applicable, and the Subrecipient agrees to comply with all such requirements. Failure to comply with these laws, rules, and regulations will be grounds for termination of this subaward and recoupment of monies provided pursuant to the subaward. The Subrecipient assumes legal, financial, administrative, and programmatic responsibility for administering this subaward in accordance with the laws, rules, and regulations governing grants and cooperative agreements, and these Federal Conditions. The administration of this subaward will be based on the following non-exhaustive list of Federal statutory and regulatory requirements:
4. HHS Grants Policy Statement (which can be located at <https://www.hhs.gov/sites/default/files/grants/grants/policies-regulations/hhsgps107.pdf>), 45 CFR Part 75, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for HHS Awards.
5. 2 CFR Part 200 – Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards. [https://www.ecfr.gov/cgi-](http://www.ecfr.gov/cgi-) bin/textidx?tpl=/ecfrbrowse/Title02/2cfr200\_main\_02.tpl.
6. 45 CFR Part 75 – Uniform Administrative Requirements, Cost Principles, and Audit Requirements for HHS Awards. [https://www.ecfr.gov/cgi-](http://www.ecfr.gov/cgi-) bin/textidx?node=pt45.1.75&rgn=div5.
7. Notice of Funding Opportunity number CDC-RFA-CE19-1904, entitled Overdose Data to Action, and application dated May 2, 2019, as may be amended.
8. No term or condition of this award is intended to require the Subrecipient to violate any applicable State, Territorial or Tribal law.
9. Failure to comply with these requirements may result in suspension or termination of the subaward and the recovery of funds.
10. **Federal Funding Accountability and Transparency Act of 2006:** The Subrecipient agrees to comply with applicable requirements of the Federal Funding Accountability and Transparency Act (FFATA).
11. **Trafficking In Persons:** Awards are subject to the requirements of the Trafficking Victims Protection Act of 2000, as amended (22 U.S.C. Part 7104(g)). [https://www.gpo.gov/fdsys/browse/collectionUS](http://www.gpo.gov/fdsys/browse/collectionUScode.action?collectionCode=USCODE&amp;s)c[ode.action?collec](http://www.gpo.gov/fdsys/browse/collectionUScode.action?collectionCode=USCODE&amp;s)tionCod[e=USCODE&s](http://www.gpo.gov/fdsys/browse/collectionUScode.action?collectionCode=USCODE&amp;s) earchPath=Title+22%2FCHAPTER+78&oldPath=Title+22&isCollapsed=true&selectedY earFrom=20 00&ycord=3240.
12. **Lobbying Restrictions (Div. H, Title V, Sec. 503):** 503(a): No part of any appropriation contained in this Act or transferred pursuant to section 4002 of Public Law 111-148 shall be used, other than for normal and recognized executive-legislative relationships, for publicity or propaganda purposes, for the preparation, distribution, or use of any kit, pamphlet, booklet, publication, electronic communication, radio, television, or video presentation designed to support or defeat the enactment of legislation before the Congress or any State or local legislature or legislative body, except in presentation to the Congress or any State or local legislature itself, or designed to support or defeat any proposed or pending regulation, administrative action, or order issued by the executive branch of any State or local government itself.

503 (b): No part of any appropriation contained in this Act or transferred pursuant to section 4002 of Public Law 111-148 shall be used to pay the salary or expenses of any grant or contract recipient, or agent acting for such recipient, related to any activity designed to influence the enactment of legislation, appropriations, regulation, administrative action, or Executive order proposed or pending before the Congress or any State government, State legislature or local legislature or legislative body, other than for normal and recognized executive-legislative relationships or participation by an agency or officer of a State, local or tribal government in policymaking and administrative processes within the executive branch of that government.

503(c): The prohibitions in subsections (a) and (b) shall include any activity to advocate or promote any proposed, pending or future federal, state or local tax increase, or any proposed, pending, or future requirement or restriction on any legal consumer product, including its sale of marketing, including but not limited to the advocacy or promotion of gun control.

For additional information, see Additional Requirement 12 at <http://www.cdc.gov/grants/additionalrequirements/index.html> and <http://www.cdc.gov/grants/documents/Anti-> Lobbying\_Restrictions\_for\_CDC\_Grantees\_July\_2012.pdf.

1. **Cap on Salaries (Division H, Title II, General Provisions, Sec. 202):** None of the funds appropriated in this title shall be used to pay the salary of an individual, through a grant or other extramural mechanism, at a rate in excess of Executive Level II. Note: The salary rate limitation does not restrict the salary that an organization may pay an individual working under an HHS contract or order; it merely limits the portion of that salary that may be paid with federal funds.
2. **Gun Control Prohibition (Div. H, Title II, Sec. 210):** None of the funds made available in this title shall be used, in whole or in part, to advocate or promote gun control.
3. **Needle Exchange (Div. H, Title V, Sec. 520):** None of the funds made available in this title shall be used, in whole or in part, to carry out any program of distributing sterile needles or syringes for the hypodermic injection of any illegal drug.
4. **Blocking access to pornography (Div. H, Title V, Sec. 521):** (a) None of the funds made available in this title shall be used, in whole or in part, to maintain or establish a computer network, unless such network blocks the viewing, downloading, and exchanging of pornography; (b) Nothing in subsection (a) shall limit the use of funds necessary for any federal, state, tribal, or local law enforcement agency or any other entity carrying out criminal investigations, prosecution, or adjudication activities.
5. **Data Management Plan:** CDC requires recipients for projects that involve the collection or generation of data with federal funds to develop, submit and comply with a Data Management Plan (DMP) for each collection or generation of public health data undertaken as part of the award and, to the extent consistent with law and appropriate, provide access to and archiving/long-term preservation of collected or generated data. Additional information on the Data Management and Access requirements can be found at [https://www.cdc.gov/grants/additionalrequirem](http://www.cdc.gov/grants/additionalrequirements/ar-25.html)e[nts/ar-25.htm](http://www.cdc.gov/grants/additionalrequirements/ar-25.html)l.
6. **Required Disclosures for Federal Awardee Performance and Integrity Information System (FAPIIS):** Consistent with 45 CFR 75.113, applicants and recipients must disclose in a timely manner, in writing to the CDC, with a copy to the HHS Office of Inspector General (OIG), all information related to violations of federal criminal law involving fraud, bribery, or gratuity violations potentially affecting the federal award. Subrecipients must disclose, in a timely manner in writing to the prime recipient (pass through entity) and the HHS OIG, all information related to violations of federal criminal law involving fraud, bribery, or gratuity violations potentially affecting the federal award. Disclosures must be

sent in writing to the CDC, the assigned GMS/GMO identified in the NOA, and to the HHS OIG at the following addresses:

CDC, Office of Grants Services

Corey D. Taylor, Grants Management Specialist Centers for Disease Control and Prevention

OD, Environmental, Occupational Health & Injury Prevention Services Branch 2960 Brandywine Road

Atlanta, Georgia 30341

E-mail: WVE3@cdc.gov (Include “Mandatory Grant Disclosures” in subject line)

U.S. Department of Health and Human Services

Office of the Inspector General ATTN: Mandatory Grant Disclosures, Intake Coordinator 330 Independence Avenue, SW

Cohen Building, Room 5527 Washington, DC 20201

Fax: (202)-205-0604 (Include “Mandatory Grant Disclosures” in subject line) or Email: MandatoryGranteeDisclosures@oig.hhs.gov.

Failure to make required disclosures can result in any of the remedies described in 45 CFR

75.371. Remedies for noncompliance, including suspension or debarment (See 2 CFR parts 180 and 376, and 31 U.S.C. 3321).

1. **Requirements related to System for Award Management (SAM) and Unique Entity identifiers:** The Subrecipient must comply with applicable requirements regarding the System for Award Management (SAM), currently accessible at https://uscontractorregistration.com/. This includes applicable requirements regarding registration with SAM, as well as maintaining the currency of information in SAM.
2. **Disclaimer for Conference/Meeting/Seminar Materials:** If a conference, meeting, or seminar is funded by a grant, cooperative agreement, sub-grant and/or a contract, the Subrecipient must include the following statement on conference materials, including promotional materials, agenda, and internet sites:

Funding for this conference was made possible (in part) by the Centers for Disease Control and Prevention. The views expressed in written conference materials or publications and by speakers and moderators do not necessarily reflect the official policies of L&PS or the Department of Health and Human Services, nor does the mention of trade names, commercial practices, or organizations imply endorsement by the U.S. Government.

1. **Logo Use for Conference and Other Materials:** Neither the logos of L&PS, the Department of Health and Human Services, nor the CDC, may be displayed if such display would cause confusion as to the funding source or give false appearance of Government endorsement. Use of the HHS name or logo is governed by U.S.C. Part 1320b-10, which prohibits misuse of the HHS name and emblem in written communication. A non-federal entity is not authorized to use the HHS name or logo governed by U.S.C. Part 1320b-10. The appropriate use of the HHS logo is subject to review and approval of the HHS Office of the Assistant Secretary for Public Affairs (OASPA). Moreover, the HHS Office of the Inspector General has authority to impose civil monetary penalties for violations (42 CFR Part 1003).

Additionally, the CDC logo cannot be used by the Subrecipient without the express, written consent of CDC. The Program Official/Project Officer identified in the Notice of Application for Funding can assist with facilitating such a request. It is the responsibility of the Subrecipient to request consent for use of the logo in sufficient detail to ensure a complete depiction and disclosure of all uses of the Government logos. In all cases for utilization of Government logos, the Subrecipient must ensure written consent is received. Further, the HHS and CDC logo cannot be used by the Subrecipient without a license agreement setting forth the terms and conditions of use.

1. **Equipment and Products:** To the greatest extent practical, all equipment and products purchased with CDC funds should be American-made. CDC defines equipment as tangible non-expendable personal property (including exempt property) charged directly to an award having a useful life of more than one year AND an acquisition cost of $5,000 or more per unit. However, consistent with recipient policy, a lower threshold may be established. Please provide the information to the Grants Management Officer to establish a lower equipment threshold to reflect your organization’s policy. The Subrecipient may use its own property management standards and procedures, provided it observes provisions in applicable grant regulations found at 45 CFR Part 75.
2. **Unallowable Costs:** The Subrecipient understands and agrees that no funds under this grant may be used or allocated for:
3. Research;
4. Purchase of naloxone;
5. Purchase of syringes;
6. Drug disposal programs (drop-boxes, bags or other devices, and/or take-back events) are not permissible under this funding opportunity;
7. Clinical care (except as allowed by law); or
8. Publicity and propaganda (lobbying).
9. **Non-Discrimination Requirements:** The Subrecipient agrees to comply, and assure the compliance of its contractors, with any applicable statutorily imposed non-discrimination requirements, which may include the Omnibus Crime Control and Safe Streets Act of 1968, as amended, 42 U.S.C. §3789d(c); the Victims of Crime Act, 42 U.S.C. §10604(e); the Juvenile Justice and Delinquency Prevention Act of 2002, 42 U.S.C. §5672; the Civil Rights Act of 1964, as amended, 42 U.S.C. §2000d et seq.; the Rehabilitation Act of 1973, as amended; 29 U.S.C. §794, the Americans with Disabilities Act (ADA) of 1990, 42 U.S.C.

§12131-34; the Education Amendments of 1972, 20 U.S.C. §1681 et seq.; the Age Discrimination Act of 1975, 42 U.S.C. §6101-07; the Drug Abuse Prevention, Treatment, and Rehabilitation Act, 21 U.S.C. §1101 et seq.; as amended, relating to nondiscrimination on the basis of drug abuse; the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970, 42 U.S.C. §12114 et seq. as amended, relating to nondiscrimination on the basis of alcohol abuse or alcoholism; the Public Health Service Act, 42 U.S.C. §290dd-2, as amended, relating to confidentiality of alcohol and drug abuse patient records; Title VIII of the Civil Rights Act of 1968, 42 U.S.C. §3601 et seq., as amended, relating to nondiscrimination in the sale, rental or financing of housing; any other nondiscrimination provisions in the specific statute(s) under which application for Federal assistance is being made; and, the requirements of any other nondiscrimination statute(s) which may apply to the application, and Department of Justice Non-discrimination Regulations, 28 C.F.R. Part 42, Subparts, C, D, E, and G; Department of Justice regulations on disability discrimination, 28 C.F.R. Part 35, Part 36, Part 39; and Department of Justice, Policy Guidance Document, “Guidance to Federal Financial Assistance Recipients Regarding Title VI Prohibition Against National Origin Discrimination Affecting Limited English Proficient Persons,” 67 F.R. 41455 (June 18, 2002); see Ex. Order 13279 (equal protection of the laws for faith-based and community organization).

Exception: If sex segregation or sex-specific programming is necessary to the essential operation of a program, nothing in this paragraph shall prevent any such program or activity from consideration of an individual’s sex. In such circumstances, Subrecipients may meet the requirements of this paragraph by providing comparable services to individuals who cannot be provided with the sex-segregated or sex-specific programming.

1. **Retaliatory Actions:** The Subrecipient shall not retaliate against individuals for taking action or participating in action to secure rights protected by the laws referenced herein.
2. **Whistleblower laws:** All Subrecipients must comply with the statutory requirements for whistleblower protections (if applicable) at 10 U.S.C. § 2409, 41 U.S.C. 4712, and 10 U.S.C.

§ 2324, 41 U.S.C. §§ 4304 and 4310.

1. **Financial Management and Internal Controls**: The Subrecipient’s financial management system, including records documenting compliance with Federal statutes, regulations, and the terms and conditions of the Federal award, must be sufficient to permit the preparation of reports required by general and program-specific terms and conditions; and the tracing of funds to a level of expenditures adequate to establish that such funds have been used according to the Federal statutes, regulations, and the terms and conditions of the Federal award.
2. **Procurements:** Pursuant to 2 C.F.R. § 1201.317, Subrecipients are to follow the procurement requirements at 2 C.F.R. § 200.317 - Procurement by states. When procuring property and services under a Federal award, a state must follow the same policies and procedures it uses for procurements from its non-Federal funds. The State will comply with

§ 200.322 Procurement of recovered materials and ensure that every purchase order or other contract includes any clauses required by section § 200.326 Contract provisions.

1. **Debarments and Suspensions:** Subrecipients and their subcontractors should not obtain goods and services from other agencies which are debarred, suspended or disqualified from doing business with the State of New Jersey. Subrecipients are also expected to comply with state Executive Order No. 34 (March 17, 1976), and State Circular letter OMB 93-13- GSA regarding debarments, suspensions & disqualifications. The State Department of Treasury has an online, searchable database of those individuals, corporations, and agencies who are debarred from conducting business with the State of New Jersey: [http://www.state.nj.us/treasury/revenue/debarment/index.shtml.](http://www.state.nj.us/treasury/revenue/debarment/index.shtml) In the performance of any grant, Subrecipients cannot conduct business with ineligible firms or individuals who are considered debarred, suspended or disqualified.
2. **False Claims Act and Program Fraud Civil Remedies:** Subrecipient must comply with the requirements of 31 U.S.C. § 3729 which set forth that no recipient of federal payments shall submit a false claim for payment. See also 38 U.S.C. § 3801-3812, which details the administrative remedies for false claims and statements made. Subrecipient must also comply with the requirements of the New Jersey False Claims Act, N.J.S.A. 2A: 32C-3.
3. **Specific Conditions:** The Subrecipient agrees that additional specific award conditions may be imposed, as needed, in accordance with 2 C.F.R. §§ 200.207 and 200.331(c).
4. **Labor and Wage Requirements:** The Subrecipient agrees to comply with the minimum wage and maximum hours provision of the Federal Fair Labor Standards Act, 29 U.S.C. § 201 et seq., and the New Jersey Prevailing Wage Act, N.J.S.A. 34:11-56.25 et seq.
5. **Record Retention and Access to Records:** The Subrecipient must comply with 2 C.F.R.

§ 200.333 Retention requirements for records and 2 C.F.R. § 200.336 Access to records. In any conflict concerning the length of retention for documents, the longer period shall prevail. See State Records Retention provision, above.

1. **Drug-Free Workplace:** Subrecipient must comply with the Drug-Free Workplace Act of 1988 (412 U.S.C. § 701 et seq.), which requires that all organizations receiving grants from any Federal agency agree to maintain a drug-free workplace. These regulations are codified at 28 CFR Part 83.
2. **Procurement:** Subrecipient agrees that procurement of supplies, equipment, and other services with funds provided by this grant shall be accomplished in a manner generally consistent with federal and state requirements and agrees to conduct every procurement transaction in an open, free, and fair competition pursuant to 2 CFR Part 200, Subpart D, Subtitle 3, Procurement Standards (2 CFR Part 200.317 et seq.). Adherence to the standards contained in the applicable federal and state laws and regulations does not relieve the Subrecipient of the contractual responsibilities arising under its procurement. The Subrecipient is the responsible authority, without recourse to L&PS, regarding the settlement and satisfaction of all contractual and administrative issues arising out of procurement entered in support of a grant.

***SIGNATURE PAGE FOLLOWS***

# STATE OF NEW JERSEY DEPARTMENT OF LAW AND PUBLIC SAFETY

**OFFICE OF THE ATTORNEY GENERAL FFY21 OHH AWARD CONDITIONS**

**CERTIFICATION**

I certify that the program(s) proposed in the Subrecipient’s application and this Subaward meet all the requirements of the State of New Jersey, Department of Law and Public Safety, Office of the Attorney General OHH Grant Program, that all the information presented is correct, that there has been appropriate coordination with affected agencies, and that the applicant will comply with these conditions, the provisions of the federal grant program, and all other applicable federal and state laws, regulations, and guidelines.

# Subrecipient Subaward #

**Signature of Authorized Official Title**

**Printed Name of Authorized Official Date**