



Margaret Mims
Sheriff-Coroner
Fresno County Sheriff's Office

**MEMORANDUM OF UNDERSTANDING
BETWEEN THE FRESNO COUNTY SHERIFF-CORONER'S OFFICE AND THE TULARE
COUNTY SHERIFF'S OFFICE**

The purpose of this memorandum of understanding (MOU) shall be to facilitate the transfer of funds between the Fresno County Sheriff-Coroner's Office, Central Valley (CV), California High Intensity Drug Trafficking Area (HIDTA) Fiduciary Facilitator and the Tulare County Sheriff's Office HIDTA Operational Unit, hereinafter referred to as RESOURCE AGENCY.

The CV HIDTA program provides specified funding to the Fresno County Sheriff-Coroner's Office pursuant to Grant Agreement G18CV0004A, as may be modified from time to time (hereinafter referred to as the "Agreement"). The Fresno County Sheriff-Coroner shall disperse grant funds to CV HIDTA Operational Units participating in a Task Force, pursuant to the terms of the Agreement, the program description and budget, as well as applicable laws, regulations and policies.

Any such transfer of funds between the Fresno County Sheriff-Coroner's Office and the RESOURCE AGENCY shall be in furtherance of the Agreement and the CV HIDTA program. The RESOURCE AGENCY shall submit requests for reimbursement for expenditures and overtime of its law enforcement personnel participating in a Task Force to the Task Force Commander. The request for reimbursement will be in accordance with the Agreement and the Office of National Drug Control Policy (ONDCP) rules and regulations. Once the request has been approved by the Task Force Commander and any other applicable persons, the reimbursement request will be forwarded to the Fresno County Sheriff-Coroner's Office with proper documentation through the Task Force reimbursement requests. If a request for reimbursement does not follow ONDCP's rules and regulations or there are not sufficient remaining grant funds to make the reimbursement, the Fresno County Sheriff-Coroner's Office will not make reimbursement and the burden of the cost will be at the expense of the RESOURCE AGENCY. If overtime is reached at the federal maximum per officer/agent, the burden of the cost will be at the expense of the RESOURCE AGENCY. The HIDTA Program Policy Section 6.9.2.4 states that HIDTA funded overtime shall not exceed 25 percent of the federal G-12, Step 1 level pay scale for Federal Law Enforcement Officers, in effect at the beginning of a calendar year. The Fresno County-Sheriff-Coroner's Office shall have the right to demand of RESOURCE AGENCY the repayment of any funds disbursed, under this MOU, which in the judgement of the Fresno County Sheriff-Coroner's Office were not expended in accordance with the terms of the Agreement. The RESOURCE AGENCY shall promptly refund any such funds upon demand or, at the Fresno County Sheriff-Coroner's Office option, such repayment shall be deducted from future payments owing to RESOURCE AGENCY under this MOU.

Dedicated to Protect & Serve

The RESOURCE AGENCY that regularly incurs reimbursable overtime/expenses should submit reimbursement request packages to the Fresno County Sheriff-Coroner's Office at least every 90 days. Requests to reimburse authorized overtime expenses must be submitted no later than 90 days following the final day of the pay period in which the overtime was performed. Requests to reimburse authorized expenses must be submitted no later than 90 days following the day that the RESOURCE AGENCY paid for the authorized expense for which reimbursement is being sought. Requests for reimbursement submitted after 90 days will not be processed for payment.

All financial, statistical, personal, technical, and law enforcement sensitive data and information related to the work performed by RESOURCE AGENCY, or which becomes available to RESOURCE AGENCY in carrying out this MOU, shall be protected for and on behalf of the CV HIDTA by RESOURCE AGENCY from unauthorized use or unauthorized disclosure.

The RESOURCE AGENCY shall at any time during business hours, and as often as the Fresno County Sheriff-Coroner's Office may deem necessary, make available for examination all of its records and data with respect to the matters covered by this MOU. The RESOURCE AGENCY shall maintain on a current basis complete and accurate records and accounts of all obligations and expenditures of funds under the Agreement. The RESOURCE AGENCY shall, upon request, permit the Fresno County Sheriff-Coroner's Office to audit and inspect all of such records and data necessary to ensure RESOURCE AGENCY'S compliance with the terms of this MOU. The RESOURCE AGENCY shall maintain all such reports and records for a period of three (3) years after the close of the Agreement.

The terms of this MOU, and the services to be provided hereunder, are contingent on the approval of funds by the appropriating government agency. Should sufficient funds not be allocated, the service provided may be modified, or this MOU terminated at any time by giving the RESOURCE AGENCY thirty (30) days advance written notice. The Fresno County-Sheriff-Coroner's Office may immediately suspend or terminate this Agreement in whole or in part, by giving thirty (30) days advance written notice to the RESOURCE AGENCY, where in the determination of the Fresno County Sheriff-Coroner there is:

- (1) An illegal or improper use of funds;
- (2) A failure to comply with any term of this Agreement;
- (3) A material breach of the terms of this MOU, including, but not limited to, Exhibits A through H;
- (4) A substantially incorrect or incomplete report submitted to Fresno County-Sheriff-Coroner's Office;
- (5) Improperly performed service;
- (6) If the Fresno County Sheriff-Coroner, or her designee, determines that the RESOURCE AGENCY failed to comply with the law, rules, regulations or requirements imposed as a result of, or relating to, this MOU, as applicable or in any way relating to the MOU or in any way relating to the CV HIDTA program;
- (7) The RESOURCE AGENCY fails to timely or properly comply with any request by Fresno County Sheriff-Coroner's Office that in any way relates to this MOU or the CV HIDTA program.

The Fresno County Sheriff-Coroner or the RESOURCE AGENCY may terminate this MOU for cause, as delineated above, or for convenience, by giving thirty (30) days advance written notice to the other party. In the event such termination occurs, the Fresno County Sheriff-Coroner's Office and the RESOURCE AGENCY agree to consider settlement, and any basis therefore, regarding any outstanding obligations or debts.

The RESOURCE AGENCY promises and covenants that it is aware of all the laws, rules, codes, regulations, and requirements, whether based upon Federal Law, California State Law or as a part of the underlying Grant Agreement, that are applicable or relate to this MOU and all activities under the CV HIDTA program, and agrees, promises and covenants, that said RESOURCE AGENCY will comply with any and all such laws, rules, codes, regulations, and requirements, and assist the Fresno County Sheriff-Coroner in complying with same. Likewise, should the Fresno County Sheriff-Coroner, or her designee, request in writing that RESOURCE AGENCY perform some act, provide some form of documentation or record, or otherwise assist the Fresno County Sheriff-Coroner in any of its functions or obligations, that relate to this MOU or the CV HIDTA program, RESOURCE AGENCY shall and will promptly perform said act, or provide the requested documentation or records. In particular, but not exclusive, the RESOURCE AGENCY shall comply with will the laws, rules, codes, and regulations, as well as any requirements to file documents, keep records, make certifications or assurances, or any other requirements or obligations, including, but not limited to, those in Exhibits A through H, which are attached hereto, and outlined as follows:

- Exhibit A: Clean Air and Water Acts
- Exhibit B: State Energy Conservation Act
- Exhibit C: Debarment Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion Lower Tier Covered Transactions
- Exhibit D: Lobbying Activity
- Exhibit E: Conflict of Interest
- Exhibit F: Disclosure of Violations of Federal Criminal Law
- Exhibit G: Uniform Guidance § 200.322 – Procurement of Recovered Materials
- Exhibit H: Uniform Guidance § 200.326 – Appendix II to Part 200 – Contract Provisions for Non-Federal Entity Contracts Under Federal Awards


Each party shall assume the responsibility and liability of the acts and omissions of its own elected representatives, officers, agents, volunteers, or employees in connection with the performance of their official duties under or relating to this MOU. For tort liability purposes, each participating agency shall be liable (if at all) only for the torts of its own personnel that occur within the scope of their official duties.

It is the intent of the parties, where negligence is determined to have been contributory, principles of comparative negligence will be followed and each party shall bear the proportionate cost of any loss, damage, expense, and liability attributable to that party's negligence.

This agreement shall remain in effect unless revoked by the Fresno County Sheriff-Coroner's Office CV HIDTA Fiduciary Facilitator, or until expiration of funds or the grant itself.

By: _____
MARGARET MIMS, Sheriff-Coroner
Fresno County Sheriff-Coroner's Office

Date: _____

By:  _____
MIKE BOUDREAUX, Sheriff-Coroner
Tulare County Sheriff's Office

Date: July 3, 2018

By: _____
J. STEVEN WORTHLEY, Chairman
Tulare County Board of Supervisors

Date: _____

APPROVED AS TO FORM:
COUNTY COUNSEL

BY  _____
DEPUTY (2018918)

EXHIBIT A
Clean Air and Water Acts

In the event the funding under this MOU exceeds One Hundred Thousand and No/100 Dollars (\$100,000.00), RESOURCE AGENCY shall comply with all applicable standards, orders, or requirements issued under the Clean Air Act contained in 42 U.S. Code 7601 *et seq.*; the Clean Water Act contained in 33 U.S. Code 1368 *et seq.*; and any standards, laws, and regulations promulgated thereunder. Under these laws and regulations, RESOURCE AGENCY shall assure:

- A. No facility shall be utilized in the performance of the Agreement that has been listed on the Environmental Protection Agency (EPA) list of Violating Facilities;
- B. Fresno County Sheriff-Coroner's Office shall be notified prior to execution of this Agreement of the receipt of any communication from the Director, Office of Federal Activities, U.S. EPA indicating that a facility to be utilized in the performance of this Agreement is under consideration to be listed on the EPA list of Violating Facilities;
- C. Fresno County Sheriff-Coroner's Office and U.S. EPA shall be notified about any known violation of the above law and regulations; and
- D. This assurance shall be included in every nonexempt subgrant, contract, or subcontract.

EXHIBIT B
State Energy Conservation Act

RESOURCE AGENCY shall recognize the mandatory standard and policies relating to energy efficiency in the State Energy Conservation Plan as required by the United States Energy Policy and Conservation Act (42 U.S.C. section 6201, *et seq*).

EXHIBIT C
Debarment Certification Regarding Debarment, Suspension, Ineligibility and
Voluntary Exclusion Lower Tier Covered Transactions

- A. Fresno County Sheriff-Coroner's Office and RESOURCE AGENCY recognize that Federal assistance funds will be used under the terms of this MOU. For purposes of this paragraph, RESOURCE AGENCY will be referred to as the "prospective recipient".
- B. The following certification, which, by signing the MOU this Exhibit C is attached to, is certified by the RESOURCE AGENCY, is required by the regulation implementing Executive Order 12549, Debarment and Suspension, 29 CFR Part 98, section 98.510, Participant's responsibilities.
 - 1. The prospective recipient of Federal assistance funds certified by entering into this MOU, that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.
 - 2. The prospective recipient of funds agrees by entering into this MOU that it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction unless authorized by the Federal department or agency with which this transaction originated.
 - 3. Where the prospective recipient of Federal assistance funds is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this MOU.
 - 4. The prospective recipient shall provide immediate written notice to the Fresno County-Sheriff-Coroner's Office if at any time prospective recipient learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances. The prospective recipient further agrees that by entering into this MOU, it will include a clause identical to Paragraph B.3 of this MOU Exhibit C and titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion Lower Tier Covered Transactions", in all lower tier covered transactions and in all solicitations for lower tier covered transaction.
 - 5. The certification is a material representation of fact upon which the Fresno County Sheriff-Coroner's Office relied in entering into this MOU.

EXHIBIT D
Lobbying Activity

None of the funds provided under this MOU shall be used for publicity, lobbying or propaganda purposes designed to support or defeat legislation pending in the Congress of the United States of America or the Legislature of the State of California.

EXHIBIT E

Conflict of Interest

As a non-Federal entity, you must follow ONDCP's conflict of interest policies for Federal awards. Recipients must, and RESOURCE AGENCY represents and promises that it will, disclose in writing any potential conflict of interest to an ONDCP Program Officer; recipients that are pass-through entities must require disclosure from subrecipients or contractors and RESOURCE AGENCY represents and promises it will provide said disclosures. 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:

- A. 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.
- B. 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.
- C. If you have a parent, affiliate, or subsidiary organization that is not a state, local government, or Native American 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.

EXHIBIT F
Disclosure of Violations of Federal Criminal Law

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

EXHIBIT G
Uniform Guidance § 200.322 – Procurement of Recovered Materials

A non-Federal entity that is a state agency or agency of a political subdivision of a state and its contractors must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

EXHIBIT H

Uniform Guidance § 200.326 – Appendix II to Part 200 – Contract Provisions for Non-Federal Entity Contracts Under Federal Awards

Contract provisions:

- A. The non-Federal entity's contracts must contain the applicable provisions described in Appendix II to Part 200 - Contract Provisions for non-Federal Entity Contracts Under Federal Awards.

Appendix II to Part 200 – Contract Provisions for Non-Federal Entity Contracts Under Federal Awards

In addition to other provisions required by the Federal agency or non-Federal entity, RESOURCE AGENCY agrees to abide by and comply with, and all contracts made by the non-Federal entity under the Federal award must contain, provisions relating to and covering the following as applicable.

- A. Contracts for more than the simplified acquisition threshold currently set at \$150,000, which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by 41 U.S.C. 1908, must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate.
- B. All contracts in excess of \$10,000 must address termination for cause and for convenience by the non-Federal entity including the manner by which it will be effected and the basis for settlement.
- C. Equal Employment Opportunity. Except as otherwise provided under 41 CFR Part 60, all contracts that meet the definition of "federally assisted construction contract" in 41 CFR Part 60-1.3 must include the equal opportunity clause provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246, "Equal Employment Opportunity" (30 FR 12319, 12935, 3 CFR Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and implementing regulations at 41 CFR part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity. Department of Labor."
- D. Davis-Bacon Act, as amended (40 U.S.C. 3141-3148). When required by Federal program legislation, all prime construction contracts in excess of \$2,000 awarded by non-Federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 3141-3144 and 3146-3148) as supplemented by Department of Labor regulations (29 CFR Part 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-Federal entity must place a copy of the current prevailing wage determination

issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency. The contracts must also include a provision for compliance with the Copeland "Anti-Kickback" Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency.

- E. **Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708, where applicable, all contracts awarded by the non-Federal entity in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.**
- F. **Rights to Inventions Made Under a Contract or Agreement. If the Federal award meets the definition of "funding agreement" under 37 CFR §401.2 (a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement," the recipient or subrecipient must comply with the requirements of 37 CFR Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency.**
- G. **Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387), as amended- Contracts and subgrants of amounts in excess of \$150,000 must contain a provision that requires the non-Federal award to agree to comply with all applicable standards, orders or regulations issued pursuant**

to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

- H. Debarment and Suspension (Executive Orders 12549 and 12689)- A contract award (see 2 CFR 180.220) must not be made to parties listed on the government wide Excluded Parties List System in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR Part 1986 Comp., p. 189) and 12689 (3 CFR Part 1989 Comp., p. 235), "Debarment and Suspension." The Excluded Parties List System in SAM contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.
- I. Byrd Anti-Lobbying Amendment (31U.S.C.1352)-Contractors that apply or bid for an award of \$100,000 or more must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award.

Executive Office of the President Office of National Drug Control Policy	Grant Agreement	
1. Recipient Name and Address Margaret Mims County of Fresno 2200 Fresno Street Fresno, CA 93721-1703	4. Award Number (FAIN): G18CV0004A	
	5. Period of Performance: From 01/01/2018 to 12/31/2019	
2. Total Amount of the Federal Funds Obligated: \$234,039	6. Federal Award Date: February 26, 2018	7. Action: Initial
2A. Budget Approved by the Federal Awarding Agency \$234,039	8. Supplement Number	
3. CFDA Name and Number: <i>High Intensity Drug Trafficking Areas Program - 95.001</i>	9. Previous Award Amount:	
3A. Project Description <i>High Intensity Drug Trafficking Areas (HIDTA) Program</i>	10. Amount of Federal Funds Obligated by this Action: \$234,039	
12. Consistent with P.L. 115-120, the Extension of Continuing Appropriations Act, 2018, this document provides a total budget and spending ceiling as reflected in Block 10 of the Grant Award document, which represents funding at a rate of 35% of the fiscal year 2017 funding level. Accordingly, the sum of all budgets cannot exceed the award amount reflected in Block 10 of the Grant Award document. The Office of National Drug Control Policy acknowledges that the aforementioned funding level is below the stated budget requirements; however, additional funding cannot be made available until enacted through public law.	11. Total Amount of Federal Award: \$234,039	
13. Statutory Authority for Grant: <i>Public Law 115-120</i>		
AGENCY APPROVAL	RECIPIENT ACCEPTANCE	
14. Typed Name and Title of Approving Official Michael K. Gottlieb Associate Director Office of National Drug Control Policy	15. Typed Name and Title of Authorized Official Ms. Margaret Mims County of Fresno	
16. Signature of Approving ONDCP Official <i>Michael K. Gottlieb</i>	17. Signature of Authorized Recipient/Date <i>Margaret Mims 3/1/18</i>	
AGENCY USE ONLY		
18. Accounting Classification Code DUNS: 613665769 EIN: 1946000512B3	19. HIDTA AWARD <i>OND1070DB1819XX OND6113</i> <i>OND2000000000 OC 410001</i>	

GRANT CONDITIONS

A. General Terms and Conditions

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

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

2. This award is subject to the following additional regulations and requirements:
 - 28 CFR Part 69 – “New Restrictions on Lobbying”
 - Conflict of Interest and Mandatory Disclosure Requirements, set out in paragraph 7 of these terms and conditions
 - Non-profit Certifications (when applicable)
3. Audits conducted pursuant to 2 CFR Part 200, Subpart F, “Audit Requirements” must be submitted no later than nine months after the close of the grantee’s audited fiscal year to the Federal Audit Clearinghouse at <https://harvester.census.gov/facweb/>.
4. 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.
5. The recipient gives the awarding agency or the Government Accountability Office, through any authorized representative, access to, and the right to examine, all paper or electronic records related to the grant.
6. Recipients of HIDTA 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.

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 and Mandatory Disclosures

A. Conflict of Interest Requirements

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

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

- i. As a non-Federal entity, you must maintain written standards of conduct covering conflicts of interest and governing the performance of your employees engaged in the selection, award, and administration of 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 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 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 Native American 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.

B. Mandatory Disclosure Requirement

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

8. Federal Funding Accountability and Transparency (FFATA) / Digital Accountability and Transparency Act (DATA Act). Each applicant is required to (i) Be registered in SAM before submitting its application; (ii) provide a valid DUNS number in its application; (iii) continue to maintain an active System for Award Management 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.
9. Subawards are authorized under this grant award. Subawards must be monitored by the award recipient as outlined in 2 CFR 200.331.

10. Recipients 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.
11. As specified in the HIDTA Program Policy and Budget Guidance, recipient must:
 - a) Establish and maintain effective internal controls over the Federal award that provides reasonable assurance that Federal award funds are managed in compliance with Federal statutes, regulations and award terms and conditions. These internal controls should be in compliance with the guidance in “Standards for Internal Control in the Federal Government,” issued by the Comptroller General of the United States and the “Internal Control Integrated Framework,” issued by the Committee of Sponsoring Organizations of the Treadway Commission (COSO).
 - b) Comply with Federal statutes, regulations, and the terms and conditions of the Federal awards.
 - c) Evaluate and monitor compliance with applicable statute and regulations, and the terms and conditions of the Federal award.
 - d) Take prompt action when instances of noncompliance are identified, including noncompliance identified in audit findings.
 - e) Take reasonable measures to safeguard protected PII and other information ONDCP or the recipient designates 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 to the 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 (below). This is a statutory requirement under section 872 of Public Law 110-417, as amended (41 U.S.C. 2313). As required by section 3010 of Public Law 111-212, all information posted in the designated integrity and performance system on or after April 15, 2011, except past performance reviews required for Federal procurement contracts, will be publicly available.

2. Proceedings About Which You Must Report

Submit the information required about each proceeding that:

- a. Is in connection with the award or performance of a grant, cooperative agreement, or procurement contract from the Federal Government;
- b. Reached its final disposition during the most recent 5 year period; and
- c. Is one of the following:

- (1) A criminal proceeding that resulted in a conviction, as defined in paragraph 5 of this award term and condition (below);
- (2) A civil proceeding that resulted in a finding of fault and liability and payment of a monetary fine, penalty, reimbursement, restitution, or damages of \$5,000 or more;
- (3) An administrative proceeding, as defined in paragraph 5 of this award term and condition, that resulted in a finding of fault and liability and your payment of either a monetary fine or penalty of \$5,000 or more or reimbursement, restitution, or damages in excess of \$100,000; or
- (4) Any other criminal, civil, or administrative proceeding if:
 - (i) It could have led to an outcome described in paragraph 2.c.(1), (2), or (3) of this award term and condition;
 - (ii) It had a different disposition arrived at by consent or compromise with an acknowledgment of fault on your part; and
 - (iii) The requirement in this award term and condition to disclose information about the proceeding does not conflict with applicable laws and regulations.

3. Reporting Procedures

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

4. Reporting Frequency

During any period of time when you are subject to the requirement in paragraph 1 of this award term and condition, you must report proceedings information through SAM for the most recent 5 year period, either to report new information about any proceeding(s) that you have not reported previously or affirm that there is no new information to report. Recipients that have Federal contract, grant, and cooperative agreement awards with a cumulative total value greater than \$10,000,000 must disclose semiannually any information about the criminal, civil, and administrative proceedings.

5. Definitions

For purposes of this award term and condition:

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

(2) The value of all expected funding increments under a Federal award and options, even if not yet exercised.

C. Program Specific Terms and Conditions

The following special conditions are incorporated into each award document.

1. This grant is awarded for above program. Variation from the description of activities approved by ONDCP and/or from the budget attached to this letter must comply with the reprogramming requirements as set forth in ONDCP's HIDTA Program Policy and Budget Guidance (PPBG).
2. This award is subject to the requirements in ONDCP's HIDTA PPBG.
3. No HIDTA funds shall be used to supplant state or local funds that would otherwise be made available for the same purposes.
4. The requirements of 28 CFR Part 23, which pertain to information collection and management of criminal intelligence systems, shall apply to any such systems supported by this award.
5. Special accounting and control procedures must govern the use and handling of HIDTA Program funds for confidential expenditures; i.e., the purchase of information, evidence, and services for undercover operations. Those procedures are described in Section 6 of the HIDTA Program Policy and Budget Guidance.
6. Property acquired with these HIDTA grant funds is to be used for activities of the Central Valley - California HIDTA. If your agency acquires property with these funds and then ceases to participate in the HIDTA, this equipment must be made available to the HIDTA's Executive Board for use by other HIDTA participants.
7. All law enforcement entities that receive funds from this grant must report all methamphetamine laboratory seizure data to the National Clandestine Laboratory Database/National Seizure System at the El Paso Intelligence Center.

D. Federal Award Performance Goals

1. All entities that receive funds from this award are responsible for achieving performance goals established in the HIDTA Performance Management Process (PMP) and approved by the HIDTA's Executive Board and ONDCP.
2. All entities that receive funds from this award must report progress in achieving performance goals at least quarterly using the PMP.

See also Section A. 4 regarding Federal Financial Reports.

E. Payment Basis

1. A request for Advance or Reimbursement shall be made using the HHS/DPM system (www.dpm.psc.gov).
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 Federal Deposit Insurance Corporation (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:

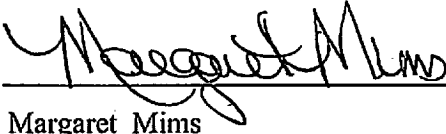
HHS Program Support Center, P.O. Box 530231, Atlanta, GA 30353-0231

(** 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 grantee or subgrantee may keep interest amounts up to \$500 per year for administrative purposes.

RECIPIENT ACCEPTANCE OF GRANT CONDITIONS

A handwritten signature in black ink, appearing to read "Margaret Mims", is written over a horizontal line.

Margaret Mims

County of Fresno

Date: 3/6/18

Initiative Cash by HIDTA

FY 2018

Awarded Budget (as approved by ONDCP)

HIDTA	Agency Name	Initiative	Cash	Type	Grant
Central Valley - California	County of Fresno	Fresno Methamphetamine Task Force	287,055.00	Investigation	G18CV0004A
		Merced Area Gang/Narcotic Enforcement Team	143,344.00	Investigation	G18CV0004A
		Southern Tri-County	238,284.00	Investigation	G18CV0004A
	Agency Total : County of Fresno		668,683.00		
Total			668,683.00		

Executive Office of the President Office of National Drug Control Policy		AWARD Grant	Page 1 of 1
1. Recipient Name and Address Ms. Margaret Mims County of Fresno 2200 Fresno Street Fresno, CA 93721-1703		4. Award Number: G18CV0004A	
		5. Grant Period: From 01/01/2018 to 12/31/2019	
2. Total Amount of the Federal Funds Obligated: \$668,683	6. Federal Award Date: 5/29/2018	7. Action Initial <input checked="" type="checkbox"/> Supplemental	
2A. Budget Approved by the Federal Awarding Agency \$668,683	8. Supplement Number 1		
3. CFDA Name and Number: <i>High Intensity Drug Trafficking Areas Program - 95.001</i>	9. Previous Award Amount: \$234,039.00		
3A. Project Description <i>High Intensity Drug Trafficking Areas (HIDTA) Program</i>	10. Amount of Federal Funds Obligated by this Action: \$434,644.00		
	11. Total Amount of Federal Award: \$668,683.00		
12. The above grant is approved subject to such conditions or limitation as are set forth in the original Grant. Consistent with P.L. 115-141 / H.R. 1625, Consolidated Appropriations Act, 2018, this Grant Award document provides additional funding in the amount indicated in Block 10. This amount, together with the amount equivalent to 35% of the fiscal year 2017 funding level previously made available, as indicated in Block 9, represent the total FY 2018 budget and spending ceiling for this grant, as indicated in Block 11.			
13. Statutory Authority for Grant: Public Law:115-141			
AGENCY APPROVAL		RECIPIENT ACCEPTANCE	
14. Typed Name and Title of Approving Official Michael K. Gottlieb Associate Director Office of National Drug Control Policy		15. Typed Name and Title of Authorized Official Margaret Mims County of Fresno	
16. Signature of Approving ONDCP Official <i>Michael K. Gottlieb</i>		17. Signature of Authorized Recipient/Date <i>S. Wilkins</i> 5-30-18	
AGENCY USE ONLY			
18. Accounting Classification Code DUNS: 613665769 EIN: 1946000512B3		19. HIDTA AWARD OND1070DB1819XX OND6113 OND2000000000 OC 410001	

Initiative Cash by HIDTA

FY 2018

Current Budget (net of reprogrammed funds)

HIDTA	Agency Name	Initiative	Cash	Type	Grant
Central Valley - California	County of Fresno	High Impact Investigation Team	287,055.00	Investigation	G18CV0004A
		Merced Area Gang/Narcotic Enforcement Team	143,344.00	Investigation	G18CV0004A
		Southern Tri-County	238,284.00	Investigation	G18CV0004A
	Agency Total : County of Fresno		668,683.00		
Total			668,683.00		

Budget Detail

2018 - Central Valley - California

Initiative - High Impact Investigation Team

Investigation

Award Recipient - County of Fresno (G18CV0004A)

Resource Recipient - Fresno County Sheriff's Office

Indirect Cost: 0.0%

Current Budget (net of reprogrammed funds)			\$668,683.00
Personnel	Quantity	Amount	
Financial Staff	1	\$57,769.00	
Total Personnel			\$57,769.00
Fringe	Quantity	Amount	
Financial staff	1	\$45,286.00	
Total Fringe			\$45,286.00
Overtime	Quantity	Amount	
Investigative - Law Enforcement Officer	9	\$114,150.00	
Total Overtime			\$114,150.00
Services	Quantity	Amount	
Printing & document support		\$1,000.00	
Service contracts		\$4,000.00	
Total Services			\$5,000.00
Supplies	Quantity	Amount	
Office		\$5,000.00	
Technical investigative equipment		\$19,850.00	
Total Supplies			\$24,850.00
Other	Quantity	Amount	
PE/PI/PS		\$40,000.00	
Total Other			\$40,000.00
Total Budget			\$287,055.00

Budget Detail

2018 - Central Valley - California

Initiative - Merced Area Gang/Narcotic Enforcement Team

Investigation

Award Recipient - County of Fresno (G18CV0004A)

Resource Recipient - Fresno County Sheriff's Office

Indirect Cost: 0.0%

Current Budget (net of reprogrammed funds)		\$668,683.00
Overtime	Quantity	Amount
Investigative - Law Enforcement Officer	9	\$128,344.00
Total Overtime		\$128,344.00
Facilities	Quantity	Amount
Support		\$5,000.00
Total Facilities		\$5,000.00
Services	Quantity	Amount
Communications - data lines		\$10,000.00
Total Services		\$10,000.00
Total Budget		\$143,344.00

Budget Detail

2018 - Central Valley - California

Initiative - Southern Tri-County

Investigation

Award Recipient - County of Fresno (G18CV0004A)

Resource Recipient - Fresno County Sheriff's Office

Indirect Cost: 0.0%

Current Budget (net of reprogrammed funds)		\$668,683.00
Overtime	Quantity	Amount
Investigative - Law Enforcement Officer	7	\$91,984.00
Total Overtime		\$91,984.00
Facilities	Quantity	Amount
Lease		\$59,404.00
Support		\$3,427.00
Utilities		\$12,669.00
Total Facilities		\$75,500.00
Services	Quantity	Amount
Communications - data lines		\$5,000.00
Communications - mobile phones & pagers		\$3,000.00
Service contracts		\$5,000.00
Total Services		\$13,000.00
Supplies	Quantity	Amount
Office		\$5,000.00
Technical investigative equipment		\$12,800.00
Total Supplies		\$17,800.00
Other	Quantity	Amount
PE/PI/PS		\$40,000.00
Total Other		\$40,000.00
Total Budget		\$238,284.00

2 CFR 200.333

This document is current through the October 31, 2016 issue of the Federal Register with the exception of 81 FR 74504, October 26, 2016

Code of Federal Regulations > TITLE 2 -- GRANTS AND AGREEMENTS > SUBTITLE A -- OFFICE OF MANAGEMENT AND BUDGET GUIDANCE FOR GRANTS AND AGREEMENTS > CHAPTER II-- OFFICE OF MANAGEMENT AND BUDGET GUIDANCE > PART 200--UNIFORM ADMINISTRATIVE REQUIREMENTS, COST PRINCIPLES, AND AUDIT REQUIREMENTS FOR FEDERAL AWARDS > SUBPART D--POST FEDERAL AWARD REQUIREMENTS > RECORD RETENTION AND ACCESS

§ 200.333 Retention requirements for records.

Financial records, supporting documents, statistical records, and all other non-Federal entity records pertinent to a Federal award must be retained for a period of three years from the date of submission of the final expenditure report or, for Federal awards that are renewed quarterly or annually, from the date of the submission of the quarterly or annual financial report, respectively, as reported to the Federal awarding agency or pass-through entity in the case of a subrecipient. Federal awarding agencies and pass-through entities must not impose any other record retention requirements upon non-Federal entities. The only exceptions are the following:

(a) If any litigation, claim, or audit is started before the expiration of the 3-year period, the records must be retained until all litigation, claims, or audit findings involving the records have been resolved and final action taken.

(b) When the non-Federal entity is notified in writing by the Federal awarding agency, cognizant agency for audit, oversight agency for audit, cognizant agency for indirect costs, or pass-through entity to extend the retention period.

(c) Records for real property and equipment acquired with Federal funds must be retained for 3 years after final disposition.

(d) When records are transferred to or maintained by the Federal awarding agency or pass-through entity, the 3-year retention requirement is not applicable to the non-Federal entity.

(e) Records for program income transactions after the period of performance. In some cases recipients must report program income after the period of performance. Where there is such a requirement, the retention period for the records pertaining to the earning of the program income starts from the end of the non-Federal entity's fiscal year in which the program income is earned.

(f) Indirect cost rate proposals and cost allocations plans. This paragraph applies to the following types of documents and their supporting records: indirect cost rate computations or proposals, cost allocation plans, and any similar accounting computations of the rate at which a particular group of costs is chargeable (such as computer usage chargeback rates or composite fringe benefit rates).

(1) If submitted for negotiation. If the proposal, plan, or other computation is required to be submitted to the Federal government (or to the pass-through entity) to form the basis for negotiation of the rate, then the 3-year retention period for its supporting records starts from the date of such submission.

(2) If not submitted for negotiation. If the proposal, plan, or other computation is not required to be submitted to the Federal government (or to the pass-through entity) for negotiation purposes, then the

3-year retention period for the proposal, plan, or computation and its supporting records starts from the end of the fiscal year (or other accounting period) covered by the proposal, plan, or other computation.

Statutory Authority

AUTHORITY NOTE APPLICABLE TO ENTIRE PART:

31 U.S.C. 503

History

[78 FR 78590, 78608, Dec. 26, 2013]

Annotations

Notes

[EFFECTIVE DATE NOTE:

78 FR 78590, 78608, Dec. 26, 2013, added Part 200, effective Dec. 26, 2013.]

LEXISNEXIS' CODE OF FEDERAL REGULATIONS

Copyright © 2016, by Matthew Bender & Company, a member of the LexisNexis Group. All rights reserved.

End of Document

2 CFR 200.336

This document is current through the October 31, 2016 issue of the Federal Register with the exception of 81 FR 74504, October 26, 2016

Code of Federal Regulations > *TITLE 2 -- GRANTS AND AGREEMENTS* > *SUBTITLE A -- OFFICE OF MANAGEMENT AND BUDGET GUIDANCE FOR GRANTS AND AGREEMENTS* > *CHAPTER II-- OFFICE OF MANAGEMENT AND BUDGET GUIDANCE* > *PART 200--UNIFORM ADMINISTRATIVE REQUIREMENTS, COST PRINCIPLES, AND AUDIT REQUIREMENTS FOR FEDERAL AWARDS* > *SUBPART D--POST FEDERAL AWARD REQUIREMENTS* > *RECORD RETENTION AND ACCESS*

§ 200.336 Access to records.

(a)Records of non-Federal entities. The Federal awarding agency, Inspectors General, the Comptroller General of the United States, and the pass-through entity, or any of their authorized representatives, must have the right of access to any documents, papers, or other records of the non-Federal entity which are pertinent to the Federal award, in order to make audits, examinations, excerpts, and transcripts. The right also includes timely and reasonable access to the non-Federal entity's personnel for the purpose of interview and discussion related to such documents.

(b)Only under extraordinary and rare circumstances would such access include review of the true name of victims of a crime. Routine monitoring cannot be considered extraordinary and rare circumstances that would necessitate access to this information. When access to the true name of victims of a crime is necessary, appropriate steps to protect this sensitive information must be taken by both the non-Federal entity and the Federal awarding agency. Any such access, other than under a court order or subpoena pursuant to a bona fide confidential investigation, must be approved by the head of the Federal awarding agency or delegate.

(c)Expiration of right of access. The rights of access in this section are not limited to the required retention period but last as long as the records are retained. Federal awarding agencies and pass-through entities must not impose any other access requirements upon non-Federal entities.

Statutory Authority

AUTHORITY NOTE APPLICABLE TO ENTIRE PART:

31 U.S.C. 503

History

[*78 FR 78590, 78608*, Dec. 26, 2013]

Annotations

Notes

2 CFR 200.336

[EFFECTIVE DATE NOTE:

78 FR 78590, 78608, Dec. 26, 2013, added Part 200, effective Dec. 26, 2013.]

LEXISNEXIS' CODE OF FEDERAL REGULATIONS

Copyright © 2016, by Matthew Bender & Company, a member of the LexisNexis Group. All rights reserved.

End of Document

2 CFR 200.339

This document is current through the October 31, 2016 issue of the Federal Register with the exception of 81 FR 74504, October 26, 2016

Code of Federal Regulations > TITLE 2 -- GRANTS AND AGREEMENTS > SUBTITLE A -- OFFICE OF MANAGEMENT AND BUDGET GUIDANCE FOR GRANTS AND AGREEMENTS > CHAPTER II-- OFFICE OF MANAGEMENT AND BUDGET GUIDANCE > PART 200--UNIFORM ADMINISTRATIVE REQUIREMENTS, COST PRINCIPLES, AND AUDIT REQUIREMENTS FOR FEDERAL AWARDS > SUBPART D--POST FEDERAL AWARD REQUIREMENTS > REMEDIES FOR NONCOMPLIANCE

§ 200.339 Termination.

(a) The Federal award may be terminated in whole or in part as follows:

- (1) By the Federal awarding agency or pass-through entity, if a non-Federal entity fails to comply with the terms and conditions of a Federal award;
- (2) By the Federal awarding agency or pass-through entity for cause;
- (3) By the Federal awarding agency or pass-through entity with the consent of the non-Federal entity, in which case the two parties must agree upon the termination conditions, including the effective date and, in the case of partial termination, the portion to be terminated; or
- (4) By the non-Federal entity upon sending to the Federal awarding agency or pass-through entity written notification setting forth the reasons for such termination, the effective date, and, in the case of partial termination, the portion to be terminated. However, if the Federal awarding agency or pass-through entity determines in the case of partial termination that the reduced or modified portion of the Federal award or subaward will not accomplish the purposes for which the Federal award was made, the Federal awarding agency or pass-through entity may terminate the Federal award in its entirety.

(b) When a Federal awarding agency terminates a Federal award prior to the end of the period of performance due to the non-Federal entity's material failure to comply with the Federal award terms and conditions, the Federal awarding agency must report the termination to the OMB-designated integrity and performance system accessible through SAM (currently FAPIIS).

- (1) The information required under paragraph (b) of this section is not to be reported to designated integrity and performance system until the non-Federal entity either--
 - (i) Has exhausted its opportunities to object or challenge the decision, see § 200.341 Opportunities to object, hearings and appeals; or
 - (ii) Has not, within 30 calendar days after being notified of the termination, informed the Federal awarding agency that it intends to appeal the Federal awarding agency's decision to terminate.
- (2) If a Federal awarding agency, after entering information into the designated integrity and performance system about a termination, subsequently:
 - (i) Learns that any of that information is erroneous, the Federal awarding agency must correct the information in the system within three business days;

(ii) Obtains an update to that information that could be helpful to other Federal awarding agencies, the Federal awarding agency is strongly encouraged to amend the information in the system to incorporate the update in a timely way.

(3) Federal awarding agencies, shall not post any information that will be made publicly available in the non-public segment of designated integrity and performance system that is covered by a disclosure exemption under the Freedom of Information Act. If the non-Federal entity asserts within seven calendar days to the Federal awarding agency who posted the information, that some of the information made publicly available is covered by a disclosure exemption under the Freedom of Information Act, the Federal awarding agency who posted the information must remove the posting within seven calendar days of receiving the assertion. Prior to reposting the releasable information, the Federal agency must resolve the issue in accordance with the agency's Freedom of Information Act procedures.

(c) When a Federal award is terminated or partially terminated, both the Federal awarding agency or pass-through entity and the non-Federal entity remain responsible for compliance with the requirements in §§ 200.343 Closeout and 200.344 Post-closeout adjustments and continuing responsibilities.

Statutory Authority

AUTHORITY NOTE APPLICABLE TO ENTIRE PART:

31 U.S.C. 503

History

78 FR 78590, 78608, Dec. 26, 2013; 80 FR 43301, 43309, July 22, 2015; 80 FR 45395, July 30, 2015]

Annotations

Notes

[EFFECTIVE DATE NOTE:

78 FR 78590, 78608, Dec. 26, 2013, added Part 200, effective Dec. 26, 2013; 80 FR 43301, 43309, July 22, 2015, revised paragraph (b) and added paragraph (c), effective Jan. 1, 2016; 80 FR 45395, July 30, 2015, provides: "The effective date for the final guidance published July 22, 2015 (80 FR 43301), is changed from January 1, 2016, to July 30, 2015."

LEXISNEXIS' CODE OF FEDERAL REGULATIONS

Copyright © 2016, by Matthew Bender & Company, a member of the LexisNexis Group. All rights reserved.