Department of Health and Human Services

Centers for Medicare & Medicaid Services

Notice of Award

Award# PRPPR210169-01-00
FAIN# PRPPR210169
Federal Award Date: 09/15/2021

Recipient Information

1. Recipient Name

Business Regulation, Rhode Island Department of
1511 Pontiac Ave
Cranston, RI 02920-4407
401-222-5424

2. Congressional District of Recipient
02

3. Payment System Identifier (ID)
1056000522K1

4. Employer Identification Number (EIN)
056000522

5. Data Universal Numbering System (DUNS)
929956092

6. Recipient's Unique Entity Identifier

7. Project Director or Principal Investigator

Marea Tumber
marea.tumber@ohic.ri.gov
4014622144

8. Authorized Official

Marea Tumber
marea.tumber@ohic.ri.gov
4014622144

Federal Agency Information

Office of Acquisitions and Grants Management

9. Awarding Agency Contact Information

Ms. Iris Grady
Grants Management Specialist
iris.grady@cms.hhs.gov
301-492-4321

10.Program Official Contact Information

James Taing
James.Taing@Cms.Hhs.Gov
None

Federal Award Information

11. Award Number
PRPPR210169-01-00

12. Unique Federal Award Identification Number (FAIN)
PRPPR210169

13. Statutory Authority
Section 2794 of the Public Health Service Act (Section 1003 of the Affordable Care Act)

14. Federal Award Project Title
The State Flexibility to Stabilize the Market Cycle II Grant Program

15. Assistance Listing Number
93.413

16. Assistance Listing Program Title
The State Flexibility to Stabilize the Market Grant Program

17. Award Action Type
New

18. Is the Award R&D?
No

Summary Federal Award Financial Information

19.	**Budget Period Start Date** 09/15/2021 **- End Date** 09/14/2023	
20.	**Total Amount of Federal Funds Obligated by this Action**	$666,829.64
	20a. Direct Cost Amount	$666,829.64
	20b. Indirect Cost Amount	$0.00
21.	Authorized Carryover	$0.00
22.	Offset	$0.00
23.	Total Amount of Federal Funds Obligated this budget period	$0.00
24.	**Total Approved Cost Sharing or Matching, where applicable**	$0.00
25.	**Total Federal and Non-Federal Approved this Budget Period**	$666,829.64
26.	**Project Period Start Date** 09/15/2021 **- End Date** 09/14/2023	
27.	Total Amount of the Federal Award including Approved Cost Sharing or Matching this Project Period	Not Available

28. Authorized Treatment of Program Income

ADDITIONAL COSTS

29. Grants Management Officer – Signature

Chris Clark

30. Remarks

"Funds have been authorized in accordance with the final negotiated budget dated February 25, 2021.
Please see the attached Recipient Specific, Program, and Standard Terms and Condition.

Recipient Information

Recipient Name

Business Regulation, Rhode Island Department of
1511 Pontiac Ave
Cranston, RI 02920-4407
401-222-5424

Congressional District of Recipient
02

Payment Account Number and Type
1056000522K1

Employer Identification Number (EIN) Data
056000522

Universal Numbering System (DUNS)
929956092

Recipient's Unique Entity Identifier
Not Available

31. Assistance Type
Insurance

32. Type of Award
Other

33. Approved Budget
(Excludes Direct Assistance)

I. Financial Assistance from the Federal Awarding Agency Only
II. Total project costs including grant funds and all other financial participation

a. Salaries and Wages	$211,840.00
b. Fringe Benefits	$105,920.00
c. Total Personnel Costs	$317,760.00
d. Equipment	$0.00
e. Supplies	$2,200.00
f. Travel	$2,220.00
g. Construction	$0.00
h. Other	$14,649.64
i. Contractual	$330,000.00
j. TOTAL DIRECT COSTS	$666,829.64
k. INDIRECT COSTS	$0.00
l. TOTAL APPROVED BUDGET	$666,829.64
m. Federal Share	$666,829.64
n. Non-Federal Share	$0.00

34. Accounting Classification Codes

FY-ACCOUNT NO.	DOCUMENT NO.	ADMINISTRATIVE CODE	OBJECT CLASS	AMT ACTION FINANCIAL ASSISTANCE	APPROPRIATION
1-5991262	PRPPR0169A	IPR	4158	$666,829.64	75-75-X-0112.005

AWARD ATTACHMENTS

Business Regulation, Rhode Island Department of PRPPR210169-01-00

1. Program, and Standard Terms and Condition.

The State Flexibility to Stabilize the Market Cycle II Grant Program

Grants to Support States in Providing Added Flexibility to Strengthen the Private Health Insurance Market through Implementation of Market Reforms under Part A of Title XXVII of the Public Health Service Act

Centers for Medicare and Medicaid Services
Program Terms and Conditions

1. **The HHS/CMS Center for Consumer Information and Insurance Oversight (CCIIO) Program Official.** The Program Official assigned with responsibility for technical and programmatic questions from the Recipient is Jim Taing (email is James.Taing@cms.hhs.gov and telephone is 301-492-4182).

2. **The HHS/CMS Grants Management Specialist.** The Grants Management Specialists assigned with responsibility for financial and administrative (non-programmatic) grant agreement questions from the Recipient are Iris Grady in the Division of Grants Management (email is Iris.Grady@cms.hhs.gov and telephone is 301-492-4321) and Karen Johnson in the Division of Grants Management (email is Karen.Johnson1@cms.hhs.gov and telephone is 410-786-2208).

3. **Statutory Authority.** This award is issued under the authority of Section 2794 of the Public Health Service Act. By receiving funds under this award, the Recipient assures CMS that it will carry out the program as authorized and will comply with the terms and conditions and other requirements of this award.

4. **Budget and Project Period.** The budget and project period for the State Flexibility to Stabilize the Market Cycle II Grant Program is September 15, 2021 to September 14, 2023.

5. **Management Review/Audit.** The funding authorized by this award is paid subject to any periodic future financial management review or audit.

6. **Personnel Changes.** The Recipient is required to notify the CMS Project Officer and the CMS Grants Management Specialist at least thirty (30) days before any personnel changes affecting the award's Authorized Organizational Representative, Project Director, Assistant Project Director, as well as any named Key Contractor staff.

7. **Collaborative Responsibilities.** At the request of CMS, Grantees may be required to participate in scheduled activities and communications to identify and share processes for planning and/or implementing the Patient Protection and Affordable Care Act (PPACA) market reform activities, including discussion of State proposals and sharing of information via public websites. CMS will post general summaries of the State proposals on the CCIIO website. Quarterly, Annual, and Final reports may also be posted on the CCIIO website. The Grantee is required to participate in all required communications (e.g., monitoring calls, guidance calls) as requested by CMS.

8. **Required Grant Agreement Programmatic Reporting.**

a. Quarterly, Annual and Final Reports.

The Grantee is required to submit Progress Reports to the HHS/CMS Grants Management Specialist and to the HHS/CMS CCIIO Project Officer based upon the timeline outlined below. **The Grantee is required to submit Quarterly Progress Reports, an Annual Report, and one Final Report electronically via HIOS.**

In each progress report (Quarterly, Annual and Final), the Grantee must describe the progress, project status, implementation activities initiated, accomplishments, and lessons learned. The progress of the Grantee will be evaluated based on the submission of quarterly and annual reports, and advancement toward the described milestones.

CMS reserves the right to require the Grantee to provide additional details and clarification on the content of these reports.

Quarterly Progress Reports are due within 30 days after the end of the quarter. These reports must comply with the format that will be provided via email, the "*The State Flexibility to Stabilize the Market Cycle II Grant Quarterly Grant Program Report Template.*" The first Quarterly Progress Report must include the beginning of the project period, from September 15, 2021 through the end of the first Federal Fiscal Quarter, December 31, 2021.
Due Dates: January 30, 2022; April 30, 2022; July 30, 2022; October 30, 2022; January 30, 2023; April 30, 2023; July 30, 2023; October 30, 2023

Annual Progress reports are due within 120 days after the end of each annual year (or 12-month period). These reports must comply with the format provided via email, the "*The State Flexibility to Stabilize the Market Cycle II Grant Program Annual Report Template."*
Due Date: January 12, 2023

The Grantee is required to submit a Final Report to the HHS/CMS Project Officer and the HHS/CMS Grants Management Specialist within 120 days after the project period ending date. This report must comply with the format provided via email, the "*The State Flexibility to Stabilize the Market Cycle II Grant Program Final Report Template."* The final Progress Report will serve as the Final Project Report and should report on work performed throughout the project period.
Due Date: January 12, 2024

The final report will contain a disclaimer that the opinions expressed are those of the Recipient and do not necessarily reflect the official views of HHS or any of its agencies. The final progress report may not be released or published within the first four (4) months following the receipt of the report by the CMS Project Officer.

9. **Required Financial Reports.** The Federal Financial Report (FFR or Standard Form 425) has replaced the SF-269, SF-269A, SF-272, and SF-272A financial reporting forms. All recipients must utilize the FFR to report cash transaction data, expenditures, and any program income generated.

Recipients must report on a quarterly basis cash transaction data via the Payment Management System (PMS) using the FFR in lieu of completing a SF-272/SF272A. The FFR, containing cash transaction data, is due within 30 days after the end of each quarter. The quarterly reporting due dates are as follows: 1/30, 4/30, 7/30, and 10/30. A Quick Reference Guide for completing the FFR in PMS is at: www.dpm.psc.gov/grant_recipient/guides_forms/ffr_quick_reference.aspx.

In addition to submitting the quarterly FFR to PMS, Grantees must also provide, on an annual basis, a FFR to CMS which includes their expenditures and any program income generated in lieu of completing a Financial Status Report (FSR) (SF-269/269A). Expenditures and any program income generated should only be included on the annually submitted FFR, as well as the final FFR.

For the annual FFRs and final FFR (containing cash transaction data, expenditures, and any program income generated), Recipients must complete an online FFR form via the GrantSolutions.gov FFR module. GrantSolutions can be accessed via the following link https://www.grantsolutions.gov. The annual FFR must be submitted within 120 calendar days of the applicable year end date (or 12-month period). The final FFR must be submitted within 120 calendar days of the project period end date.

See below for due date for the **annual** FFR:

Annual Period	***Reporting Period Due Date***
September 15, 2021 to September 14, 2022	January 12, 2023

See below for the due date for the **final** FFR:

Project Period	***Reporting Period Due Date***
September 15, 2021 to September 14, 2023	Final report – 2 year reporting period Due: January 12, 2024

Award recipients shall liquidate all obligations incurred under the award not later than 120 days after the end of the project period and before the final FFR submission. It is the award recipient's responsibility to reconcile reports submitted to PMS and to CMS. Failure to reconcile final reports in a timely manner may result in canceled funds.

For additional guidance, please contact your Grants Management Specialists, Iris Grady and Karen Johnson.

Payment under this award will be made by the Department of Health and Human Services, Payment Management System administered by the Division of Payment Management (DPM), Program Support Center. Draw these funds against your account

that has been established for this purpose. Inquiries regarding payment should be directed to:

Director, Division of Payment Management
P. O. Box 6021
Rockville, Maryland 20852
Telephone Number 1-877-614-5533

The State Flexibility to Stabilize the Market Cycle II Grant Program
Grants to Support States in Providing Added Flexibility to Strengthen the Private Health Insurance Market through Implementation of Market Reforms under Part A of Title XXVII of the Public Health Service Act

Centers for Medicare and Medicaid Services
Program Terms and Conditions

Timeline

September 15, 2021 – September 14, 2023

ACTIVITY	TIMELINE
Notice of Award (NoA)	September 15, 2021
Project period begins	September 15, 2021
Notify CCIIO of Fiscal Agent/Officer Responsible for completing the Financial Forms	September 15, 2021

Programmatic Reports:

Quarterly Progress Reports	Due 30 days after the end of each Federal Fiscal Quarter
Annual Report	Due 120 days after the end of the applicable year-end date (or 12-month period)
Final Programmatic Report	Due within 120 days of the conclusion of the Project Period

Please note the State Flexibility to Stabilize the Market Cycle II Grant Program will schedule technical assistance calls both before and after report due dates as necessary and upon request

Awardees must respond to requests	Ongoing and as requested by CMS necessary for the evaluation of the State Flexibility to Stabilize the Market Cycle II Grant

Federal Financial Reports:

Federal Financial Report (FFR SF 425)	Quarterly FFR including cash transactions data due within 30 days after the end of each Federal quarter. Annual FFR including cash transactions and expenditures data due annually within 120 days after the applicable year-end date (or 12-month period). Final FFR including cash transactions and expenditures data due within 120 days of the project period end date.

Liquidation of all Obligations	Due within 120 days of the project period end date and prior to filing of the final Federal Financial Report (SF-425).
No Cost Extension Request	Should the State need a No Cost Extension, a written request to the CMS Project Officer and Grants Management Specialist must be received no later than 30 days prior to the project period end date of September 14, 2023 (*recommend submission of request no later than 90 days prior to the project period end date*).

Centers for Medicare & Medicaid Services
Standard[1] Grant/Cooperative Agreement[2] Terms and Conditions

1. **Recipient**. The Recipient is the Grantee designated in the Notice of Award (NoA).

2. **Acceptance of Application & Terms of Agreement.** Initial drawdown of funds by the Recipient constitutes acceptance of this award.

3. **Notice of Funding Opportunity (NOFO).** All relevant project requirements outlined in the NOFO apply to this award and are incorporated into these terms and conditions by reference.

4. **Uniform Administrative Requirements, Cost Principles, and Audit Requirements.** This award is subject to 45 CFR Part 75 [available at http://www.ecfr.gov/cgi-bin/text-idx?node=pt45.1.75&rgn=div5], which implements 2 CFR Part 200, *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards* ("Uniform Guidance") for the U.S. Department of Health & Human Services (HHS) operating divisions, effective December 26, 2014. All recipients must comply with Subparts A-F unless as described immediately below under *Cost Principles* and *Audit Requirements*.

    - Uniform Administrative Requirements. All Recipients must comply with Subparts A-D of 45 CFR Part 75.

    - Cost Principles. Centers for Medicare and Medicaid Services (CMS) grant awards provide for reimbursement of actual, allowable costs incurred and are subject to the Federal cost principles. The cost principles establish standards for the allowability of costs, provide detailed guidance on the cost accounting treatment of costs as direct or indirect, and set forth allowability and allocability principles for selected items of cost. Applicability of a particular set of cost principles depends on the type of organization. CMS recipients must comply with the cost principles set forth in HHS regulations at 45 CFR Part 75, Subpart E with the following exceptions: (1) hospitals must follow Appendix IX to part 75 and commercial (for-profit) organizations are subject to the cost principles located at 48 CFR subpart 31.2[3].

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[1] Standard Terms and Conditions include all possible grants administrative requirements for CMS awards. All standard terms and conditions apply unless the requirement is not applicable based on the project awarded. Recipients should contact their assigned Grants Management Specialist if they have questions about whether an administrative term and condition applies.

[2] A Cooperative Agreement is an alternative assistance instrument to be used in lieu of a grant whenever substantial Federal involvement with the recipient during performance is anticipated. The difference between grants and cooperative agreements is the degree of Federal programmatic involvement rather than the type of administrative requirements imposed. Therefore, statutes, regulations, policies, and the information contained in these Standard Terms and Conditions that are applicable to grants also apply to cooperative agreements, unless otherwise stated.

[3] There are no cost principles specifically applicable to grants to for-profit organizations. Therefore, the cost principles for commercial organizations set forth in the FAR (48 CFR subpart 31.2) generally are used to determine allowable costs under CMS grants to for-profit organizations. As provided in those costs principles, allowable travel costs may not exceed those established by the FTR (available on-line at http://gsa.gov/portal/content/104790). The cost principles in 45 CFR 75, Appendix IX, determine allowable costs under CMS grants to proprietary hospitals.

- Direct and Indirect Costs: There is no universal rule for classifying certain costs as either direct or indirect (also known as Facilities &Administration (F&A) costs) under every accounting system. A cost may be direct with respect to some specific service or function, but indirect with respect to the Federal award or other final cost objective. Therefore, it is essential that each item of cost incurred for the same purpose be treated consistently in like circumstances either as a direct or F&A cost in order to avoid double-charging of Federal awards. Guidelines for determining direct and F&A costs charged to Federal awards are provided in 45 CFR §§75.412 to 75.419. Requirements for development and submission of indirect (F &A) cost rate proposals and cost allocation plans are contained in Appendices III-VII and Appendix IX to Part 75.

    - Commercial (For-Profit) Organizations: Indirect Costs are allowable under awards to for-profit organizations. For-profit organizations must still obtain a negotiated indirect cost rate agreement which covers the grant supported activities and the applicable period of performance. For-profit entities which receive the preponderance of their federal awards from HHS may contact the Division of Financial Advisory Services (DFAS), Indirect Cost Branch, available at http://oamp.od.nih.gov/dfas/indirect-cost-branch to negotiate an indirect cost rate. Otherwise, for-profit organizations are limited to the 10% de minimis rate in accordance with 45 CFR §75.414(f).

- Cost Allocation: In accordance with 45 CFR §75.416 and
    - Appendix V to Part 75 – *State/Local Governmentwide Central Service Cost Allocation Plans*, each state/local government will submit a plan to the U.S. Department of Health & Human Services Cost Allocation Services for each year in which it claims central service costs under Federal awards. Guidelines and illustrations of central service cost allocation plans are provided in a brochure published by the U.S. Department of Health & Human Services entitled "*A Guide for State, Local and Indian Tribal Governments: Cost Principles and Procedures for Developing Cost Allocation Plans and Indirect Cost Rates for Agreements with the Federal Government*." A copy of this brochure may be obtained from the HHS' Cost Allocation Services at *https://rates.psc.gov*. A current, approved cost allocation plan must be provided to CMS if central service costs are claimed.
    - Appendix VI to Part 75 – *Public Assistance Cost Allocation Plans*, state public assistance agencies will develop, document and implement, and the Federal Government will review, negotiate, and approve, public assistance cost allocation plans in accordance with Subpart E of 45 CFR part 95. The plan will include all programs administered by the state public assistance agency. Where a letter of approval or disapproval is transmitted to a state public assistance agency in accordance with Subpart E, the letter will apply to all Federal agencies and programs. This Appendix (except for the requirement for certification) summarizes the provisions of Subpart E of 45 CFR part 95.

- Audit Requirements. The audit requirements in 45 CFR Part 75, Subpart F apply to each recipient fiscal year that begins on or after December 26, 2014. A non-Federal entity that expends $750,000 or more during the non-Federal entity's fiscal year in Federal awards must have a single or program-specific audit conducted for that year in accordance with 45 CFR 75 and must submit an audit reporting package to the Federal Audit Clearinghouse (FAC), the OMB designated repository of record. In accordance with 45 CFR 75.513(c)(1), HHS grant awarding agencies are required to ensure that single or program-specific audits are completed and reported by recipients within nine months after the end of the audit period (recipient fiscal year end date). **Recipients must comply with the following:**

  i. **Within 30 days of the award issue date on the Notice of Award**, Recipient must submit a Grant Note labeled "Recipient Fiscal Year" as the Subject to GrantSolutions which documents the fiscal year start and end date for the non-Federal entity;

  ii. **Within 3 business days of submission of the audit reporting package to FAC**, provide certification (to include evidence of submission) to the CMS Grants Management Specialist (GMS) as a Grant Note in GrantSolutions labeled: "FAC Certification" (Subject)/ "FAC_CERT_mm.dd.yyyy" (File Name).;

  OR

  iii. **Within 90 days following the non-Federal entity's fiscal year end date**, recipients must certify in writing to the CMS GMS that their entity did not expend more than $750,000 during their fiscal year as a Grant Note in GrantSolutions labeled: "FAC Certification" (Subject)/ "FAC_CERT_mm.dd.yyyy" (File Name). Records must still be available for review or audit by appropriate officials of CMS, pass-through entity, and Government Accountability Office (GAO).

  For questions and information concerning the FAC submission process, please contact the Federal Audit Clearinghouse (entity which assists Federal cognizant and oversight agencies in obtaining audit data and reporting packages) at 888-222-9907 or https://harvester.census.gov/facweb/Default.aspx.

  Commercial Organizations (for-profits including for-profit hospitals) should consult §75.216 for limitations on profit and program income. As explained in 45 CFR §75.501(i) and §75.216, commercial organizations have two options regarding audits:

  (1) A financial related audit (as defined in the Government Auditing Standards, GPO Stock #020-000-00-265-4) of a particular award in accordance with Government Auditing Standards. In those cases where the recipient receives awards under only one HHS program, or, if awards are received under multiple HHS programs, a financial related audit of all HHS awards in accordance with Government Auditing Standards; or

(2) An audit that meets the requirement contained in 45 CFR part 75, subpart F (as explained above).

Commercial organizations should submit audits directly to the following electronic address:

AuditResolution@hhs.gov with a copy to KC_OIG_Audit@cms.hhs.gov

(Do not send audits for commercial organizations to the Federal Audit Clearinghouse (FAC).

As explained under 45 CFR§75.501(h), *For-profit subrecipient,* since this part does not apply to for-profit subrecipients, the pass-through entity is responsible for establishing requirements, as necessary, to ensure compliance by for-profit subrecipients. The agreement with the for-profit subrecipient must describe applicable compliance requirements and the for-profit subrecipient's compliance responsibility. Methods to ensure compliance for Federal awards made to for-profit subrecipients may include pre-award audits, monitoring during the agreement, and post-award audits. See also §75.352 Requirements for pass-through entities.

For information related to potential consequences for failure to apply with the aforementioned audit requirements, please see Standard Term and Condition 33. *Remedies for Non-Compliance* and 45 CFR §75.371, *Remedies for noncompliance.*

5. **The HHS Grants Policy Statement (HHS GPS).** This award is subject to the requirements of the HHS GPS that are applicable to the Recipient based on the Recipient type and the purpose of this award [available at http://www.hhs.gov/sites/default/files/grants/grants/policies-regulations/hhsgps107.pdf]. The general terms and conditions in the HHS GPS will apply as indicated unless there are statutory, regulatory, or award-specific requirements to the contrary. Although the HHS GPS is meant to be consistent with applicable statutory or regulatory requirements, the current 2007 version has not been updated to parallel the new HHS regulations. The HHS regulation, 45 CFR Part 75, effective December 26, 2014, therefore supersedes information on administrative requirements, cost principles, and audit requirements for grants and cooperative agreement included in the current HHS Grants Policy Statement where differences are identified.

6. **Prior Approval Requirements.** Recipients must consult and comply with prior approval requirements outlined under 45 CFR §75.407, *Prior written approval (prior approval).*

7. **Revision of Budget and Program Plans.** Recipients must consult and comply with requirements outlined under 45 CFR §75.308, *Revision of budget and program plans*. Please note that CMS is not waiving any prior approval requirements outlined in this section. Additionally, in accordance with §75.308(e), CMS requires prior approval where the transfer of funds among direct cost categories or programs, functions and activities in which the Federal share of the project exceeds the Simplified Acquisition Threshold ($250,000) and the **cumulative amount** of such transfers exceeds or is expected **to exceed 10 percent** of the total budget as last approved. CMS cannot permit a transfer that would cause any Federal appropriation to be used for purposes other than those consistent with the appropriation.

8. **Rearrangement, Alteration, Reconversion, and Capital Expenditures.** Recipient may not incur direct costs for rearrangement, alteration, reconversion, or capital expenditures without prior written approval by CMS (refer to 45 CFR §§75.439 and 75.462).

    - Capital expenditures means expenditures to acquire capital assets or expenditures to make additions, improvements, modifications, replacements, rearrangements, reinstallations, renovations, or alterations to capital assets that **materially increase their value or useful life** (refer to 45 CFR §75.2, *Definitions*).
    - Capital assets means tangible or intangible assets used in operations having a useful life of more than one year which are capitalized in accordance with Generally Accepted Accounting Principles (GAAP). Capital assets include:
        (1) Land, buildings (facilities), equipment, and intellectual property (including software) whether acquired by purchase, construction, manufacture, lease-purchase, exchange, or through capital leases; and
        (2) Additions, improvements, modifications, replacements, rearrangements, reinstallations, renovations or alterations to capital assets that materially increase their value or useful life (not ordinary repairs and maintenance). (refer to 45 CFR §75.2, *Definitions*)
    - Maintenance and Repair Costs: Costs incurred for utilities, insurance, security, necessary maintenance, janitorial services, repair, or upkeep of buildings and equipment (including Federal property unless otherwise provided for) which neither add to the permanent value of the property nor appreciably prolong its intended life, but keep it in an efficient operating condition, are allowable. Costs incurred for improvements which add to the permanent value of the buildings and equipment or appreciably prolong their intended life must be treated as capital expenditures. These costs are only allowable to the extent not paid through rental or other agreements (refer to 45 CFR §75.452).

9. **Conference and Travel Costs.** For attendance at any conference[4], including those sponsored by CMS, recipients must submit a detailed breakdown of costs associated with attending the conference for prior written approval. All costs must be individually itemized. This breakdown should include all costs associated with travel to the conference and a brief narrative explaining the program related purpose/how attending the conference will further the objectives of the program. As noted in 45 CFR §75.432, *Conferences*, allowable conference costs paid by the non-Federal entity as a sponsor or host of the conference may include rental of facilities, speakers' fees, costs of meals and refreshments[5], local transportation, and other

[4] OMB Memorandum M-12-12 employs, and HHS has adopted the following definition for a conference from the Federal Travel Regulation (FTR): A "conference" is defined as "[a] meeting, retreat, seminar, symposium or event that involves attendee travel. The term 'conference' also applies to training activities that are considered to be conferences under 5 CFR 410.404."

[5] Per page II-36 of the HHS Grants Policy Statement, meals are generally unallowable except for the following:

- Subjects and patients under study;
- Where specifically approved as part of the project or program activity (not grantee specific), e.g., in programs providing children's services; and
- As part of a per diem or subsistence allowance provided in conjunction with allowable travel.

Guest meals are not allowable (see also II-36 of HHS GPS).

items incidental to such conferences. Conference hosts/sponsors must exercise discretion and judgment in ensuring that conference costs are appropriate, necessary and managed in a manner that minimizes costs to the Federal award. All federally funded travel must be tracked through a travel log which includes: traveler/position, destination, length of stay, mileage, per diem, reason for the trip, airfare, and any other reimbursable expenses. Recipients must also consult and comply with requirements outlined under 45 CFR §75.474, *Travel Costs*.

10. **Technology Costs.** As defined in 45 CFR §75.2, *Definitions*, equipment means tangible personal property (including information technology systems), having a useful life of more than one year and a per-unit acquisition cost which equals or exceeds the lesser of the capitalization level established by the non-Federal entity for financial statement purposes, or $5,000. Supplies means all tangible personal property other than those described in *Equipment*. A computing device is a supply if the acquisition cost is less than the lesser of the capitalization level established by the non-Federal entity for financial statement purposes or $5,000, regardless of the length of its useful life. See also the definitions in 45 CFR §75.2 of *Capital assets, Computing devices, General purpose equipment, Information technology systems,* and *Special purpose equipment*. All technology items, regardless of classification as equipment or supply must still be individually tagged and recorded in an equipment/technology database. This database should include any information necessary to properly identify and locate the item. For example: serial # and physical location of equipment (e.g. laptops, tablets, etc.). **In addition, purchase of Technology items (both those classified as equipment and those classified as supplies), over and above that which is already approved in the budget must be approved by the Grants Management Specialist (regardless of acquisition cost).**

11. **Prohibited Uses of Grant or Cooperative Agreement Funds.** The following list contains costs that are prohibited for all CMS programs. Recipient should consult the Program Terms and Conditions for other prohibited costs specific to the grant or cooperative agreement program.

    - To match any other Federal funds.
    - To provide services, equipment, or supports that are the legal responsibility of another party under Federal, State, or Tribal law (e.g., vocational rehabilitation or education services) or under any civil rights laws. Such legal responsibilities include, but are not limited to, modifications of a workplace or other reasonable accommodations that are a specific obligation of the employer or other party.
    - To provide goods or services not allocable to the approved project.
    - To supplant existing State, local, tribal, or private funding of infrastructure or services, such as staff salaries, etc.
    - To be used by local entities to satisfy State matching requirements.
    - To pay for construction.
    - To pay for capital expenditures for improvements to land, buildings, or equipment which materially increase their value or useful life as a direct cost except with the prior written approval of the Federal awarding agency.
    - In accordance with 45 CFR §75.476, the cost of independent research and development, including their proportionate share of indirect costs, are unallowable.
    - In accordance with 45 CFR §75.216(b), except for grants awarded under the Small Business Innovative Research (SBIR) and Small Business Technology

Transfer Research (STTR) programs (15 U.S.C. 638), no HHS funds may be paid as profit to any recipient even if the recipient is a commercial (for-profit) organization. Profit is any amount in excess of allowable direct and indirect costs.

- To expend funds 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.

12. Reporting Requirements. Recipients must comply with the frequency and content requirements outlined in the Program Terms and Conditions of award. Failure to submit programmatic and financial reports on time may be basis for withholding financial assistance payments, suspension, termination or denial of continued funding. Recipient's failure to timely submit such reports may result in a designation of "high risk" for the recipient organization and may jeopardize potential future funding from the U.S. Department of Health & Human Services. The general information and guidance for financial and programmatic reporting provided below supplements the specifics included in the Program Terms and Conditions.

Prior to closeout of the grant, Recipients must submit a tangible personal property report. Specific information is provided below and will be reiterated in the pre-closeout letter sent to all Recipients.

FINANCIAL REPORTING

Effective October 1, 2020, all grant recipients that receive funding from HHS must submit both the quarterly Federal Cash Transactions Report (FCTR) **and** the quarterly, semi-annual, or annual (as applicable) expenditure Federal Financial Report (SF-425) in the Payment Management System (PMS). PMS can be accessed via the following link: https://pms.psc.gov.

In support of the federal government's effort to reduce administrative burden for both the federal government and the federal financial assistance recipient community as outlined in the Data Act Pilot, President's agenda Cap Goal 8 and OMB memorandum 18-24, HHS has implemented the submission of expenditure reporting (SF-425 or Federal Financial Report (FFR)) in the Payment Management System (PMS) to eliminate the need to report duplicative information across multiple reporting sources and instead allow grant recipients to report/certify expenditure data once through a single entry point.

Quarterly Federal Cash Transactions Report (FCTR) (no change)
Recipient must report, on a quarterly basis, cash transaction data via the Payment Management System (PMS) using the Federal Financial Report (SF-425 or FFR) form. The FFR combines the information that grant recipients previously provided using two forms: the Federal Cash Transactions Report (PSC-272) and the Financial Status Report (SF-269). Cash transactions data is reflected through completion of lines 10a-10c on the FFR. The quarterly FFR is due within (30) days after the end of each quarter. Reporting deadlines are outlined below.

For disbursement activity during the months of:	The FFR is due on:
October 1 through December 31 (1st Quarter)	January 30
January 1 through March 31 (2nd Quarter)	April 30

April 1 through June 30 (3rd Quarter)	July 30
July 1 through September 30 (4th Quarter)	October 30

Instructions on how to complete the FFR can be found (after logging on) at: https://pms.psc.gov/pms-user-guide/federal-financial-report.html.

Quarterly, Semi-Annual, Annual, and Final Expenditure Reporting (FFR) (effective 10.1.2020)

Recipient must also report on Federal expenditures, Recipient Share (if applicable), and Program Income (if applicable and/or allowable) at least annually via the Payment Management System (as is used for quarterly FFRs). Frequency of expenditure reporting, whether quarterly, semi-annually or annually, is stipulated in the Program Terms and Conditions of award. This information is reflected through completion of lines 10.d through 10.o of the FFR. The expenditures FFR must also include information on indirect costs if approved as part of grant award (line 11). Recipients should follow program specific reporting frequency as stipulated in the Program Terms and Conditions. As appropriate, all lines of the form must be completed/verified. CMS will review and either approve or reject the expenditure report submitted. If rejected, Recipient must take appropriate action to correct the issue and resubmit the report.

The final FFR must show cumulative expenditures under the award and any unobligated balance of federal funds and as appropriate, all other parts of the form must be completed. Final, federal cash information (lines 10.a through 10.c) will be reported to the Payment Management System based upon the quarterly schedule established for submission of these reports (see *Quarterly Federal Cash Transactions Reporting* section within this term and condition). The final expenditure report cannot show any unliquidated obligations.

Quarterly and semi-annual expenditure reports are due no later than 30 days following the applicable six-month period. Annual expenditure FFRs are due no later than 90 days following the applicable budget period end date or 12-month period for multi-year budget periods and final FFRs are due no later than 90 days following the project period end date.

Per 45 CFR §75.309(b), a non-Federal entity must liquidate all obligations incurred under the award not later than 90 days after the end of the funding period (or as specified in a program regulation) to coincide with the submission of the final FFR. This deadline may be extended with prior written approval from the CMS Grants Management Specialist.

PROGRAMMATIC REPORTING

In accordance with 45 CFR §75.301, *Performance Measurement*, Recipients must relate financial data to performance accomplishments of the Federal award and provide cost information to demonstrate cost effective practices (e.g., through unit cost data). Performance will be measured in a way that will help CMS and other non-Federal entities to improve program outcomes, share lessons learned, and spread the adoption of promising practices.

TANGIBLE PERSONAL PROPERTY REPORTING

The Tangible Personal Property Report (SF-428) is a standard form to be used by awarding agencies to collect information related to tangible personal property when required by a Federal financial assistance award. This form allows recipients to request specific disposition of federally-owned property and acquired equipment. This form also provides a means for calculating and transmitting appropriate compensation to CMS for residual unused supplies. The form consists of the cover sheet (SF-428) and three attachments to be used as required: Annual Report, SF-428-A; Final (Award Closeout) Report, SF-428-B; and a Disposition Request/Report, SF-428-C. A Supplemental Sheet, SF-428-S, may be used to provide detailed individual item information.

Recipients are required to complete the SF-428-B and the SF-428-S (as applicable) at the time of award closeout. The report covers federally owned property, acquired equipment with an acquisition cost of $5,000 or more, and residual unused supplies with a total aggregate fair market value exceeding $5,000 not needed for any other federally sponsored programs or projects.

PATENTS AND INVENTIONS

In accordance with 45 CFR §75.322(c), all Recipients are subject to applicable regulations governing patents and inventions, including government-wide regulations issued by the Department of Commerce at 37 CFR part 401. If applicable, Recipients must report any inventions on an annual basis using the non-competing continuation application or annual progress report for multi-year budget periods. A Final Invention Statement and Certification (Form HHS 568) must be completed and submitted within 90 days following the expiration or termination of a grant or cooperative agreement. The Statement must include all inventions which were conceived or first actually reduced to practice during the course of work under the grant or award, from the original effective date of support through the date of completion or termination. The Statement shall include any inventions reported previously for grants and cooperative agreements as part of a non-competing continuation application or annual progress report. Recipients must also provide details about all inventions that have been licensed but not patented, and include details on income resulting from HHS-funded inventions and patents. Unpatented research products or resources—research tools—may be made available through licensing to vendors or other investigators. Income earned from any resulting fees must be treated as program income. This reporting requirement is applicable to grants and cooperative agreements issued by the U.S. Department of Health & Human Services in support of research and research-related activities. For further guidance, please see the HHS Grants Policy Statement: *Patents and Inventions* and *Inventions Reporting*.

13. Payment. The Division of Payment Management (DPM) does not award grants. The issuance of grant awards and other financial assistance is the responsibility of the awarding agencies. Once an award is made, the funds are posted in recipient accounts established in the Payment Management System (PMS). Recipients may then access their funds by using the PMS funds request process.

The PMS funds request process enables Recipients to request funds using a Personal Computer with an Internet connection. The funds are then delivered to the recipient via Electronic Funds Transfer (EFT). If you are a new grant recipient, please go to https://pms.psc.gov/grant-recipients/access-newuser.html to find information to register in

PMS. If you need further help with that process, please contact the One-DHHS Help Desk via email at pmssupport@psc.gov or call (877) 614-5533 for assistance.

14. **Continuation of Funding**. The recipient must submit a non-competing continuation application each year as a prerequisite to continued funding if a project period is comprised of multiple budget periods. The initial NoA identifies the project period, which may include multiple 12-month budget periods. Continued funding is contingent on adequate progress, compliance with the terms and conditions of the previous budget period, and the availability of funds. Non-competing application instructions will be provided by the Grants Management Specialist to recipients prior to applicable budget period end dates.

15. **Funding for Recipients.** All funding provided under this award shall be used by the Recipient exclusively for the program referenced in the Notice of Award and described in the Notice of Funding Opportunity and delineated in the Recipient's approved proposal. This includes any approved revisions, as applicable, made subsequent to the Recipient's approved proposal. Per 45 CFR §75.309(a), a non-Federal entity may charge to the Federal award only allowable costs incurred during the period of performance (except as described in 45 CFR §75.461) and any costs incurred before the HHS awarding agency or pass-through entity made the Federal award that were authorized by the Federal awarding agency or pass-through entity. Funds available to pay allowable costs during the period of performance include both Federal funds awarded and carryover balances. Any funds used for any purpose other than for the approved program, including disallowed costs, should be returned to the United States Treasury. Instructions for returning funds including interest earned in excess of $500 are available at https://pms.psc.gov/grant-recipients/returning-funds-interest.html.

16. **Public Reporting.** Recipients, consistent with the language of the Stevens Amendment, when issuing statements, press releases, publications, requests for proposals, bid solicitations, and other documents – such as toolkits, resource guides, websites, and presentations (hereafter "statements") – describing the projects or programs funded in whole or in part with U.S. Department of Health and Human Services (HHS) federal funds, must clearly state: (1) the percentage and dollar amount of the total costs of the program or project which will be funded with Federal money; and (2) the percentage and dollar amount of the total costs of the project or program that is funded by non-governmental sources.

    When issuing statements resulting from activities supported by HHS financial assistance, the recipient entity must include an acknowledgement of federal assistance using one of the following or a similar statement (see immediately below). For additional supplemental information, please see Standard Terms and Conditions 17. Acknowledgement of Sponsors and 18. Use of Data and Work Products.

    If the HHS Grant or Cooperative Agreement is NOT funded with other non-governmental sources:

    > This **[project/publication/program/website, etc.] [is/was]** supported by the Centers for Medicare and Medicaid Services (CMS) of the U.S. Department of Health and Human Services (HHS) as part of a financial assistance award totaling **$XX** with 100 percent funded by CMS/HHS. The contents are those of the author(s) and do not necessarily represent the official views of, nor an endorsement, by CMS/HHS, or the U.S. Government.

The HHS Grant or Cooperative Agreement IS partially funded with other nongovernmental sources:

> This **[project/publication/program/website, etc.] [is/was]** supported by the Centers for Medicare and Medicaid Services (CMS) of the U.S. Department of Health and Human Services (HHS) as part of a financial assistance award totaling **$XX** with **XX** percentage funded by CMS/HHS and **$XX** amount and **XX** percentage funded by non-government source(s). The contents are those of the author(s) and do not necessarily represent the official views of, nor an endorsement, by CMS/HHS, or the U.S. Government.

The federal award total must reflect total costs (direct and indirect) for all authorized funds (including supplements and carryover) for the total competitive segment up to the time of the public statement.

Any amendments by the recipient to the acknowledgement statement must be coordinated with the HHS Awarding Agency.

If the recipient plans to issue a press release concerning the outcome of activities supported by HHS financial assistance, it should notify CMS in advance to allow for coordination.

17. **Acknowledgement of Sponsors**. All publications, press announcements, posters, oral presentations at meetings, seminars, and any other information-dissemination format, including but not limited to electronic/digital media that is related to this project must include a formal acknowledgement of support as well as a disclaimer as stated above in Standard Term and Condition 16. Public Reporting. It is the policy of the Department of Health and Human Services (HHS) that the results and accomplishments of the activities it funds should be made available to the public. The Recipient is expected to make the results and accomplishments of its activities available to the research community and to the public at large.

    (a) The Recipient shall submit the following to the CMS Project Officer for review and comment unless specified otherwise in the Program Terms and Conditions:
        (i) At least 30 days prior to its release:
            - publications that report results from or describe information obtained through this award. Note: One copy of each publication, regardless of format, resulting from work performed under an HHS project must accompany the annual or final progress report submitted to CMS.
            - any external formal presentation of any report or statistical or analytical material based on information obtained through this award. Formal presentation includes papers, articles, professional publication, speeches, and testimony.
            - external presentation-related material, such as abstracts, power point presentations or other slide decks, posters, and videos.
            - all public materials specific to the program including but not limited to, brochures, recruitment materials, informational materials, advertisements, website copy, website pages, videos, and op-ed articles.

(ii) At least 7 days prior to release:

- any press release or media advisory concerning the outcome of activities supported through this award.
- all media interviews, media requests, releases of information, filming, and broadcasts.

(b) For 1 year after completion of the project, the Recipient shall continue to submit for review and comment all publications, presentations, and communications resulting from this award or based on information obtained through this award, including papers, articles, professional publications, power point presentations, posters, speeches, announcements, and testimony in any format, including digital technology.

(c) It is the policy of the Department of Health and Human Services that the Recipient must communicate to CMS how the dollar amounts and funding percentages are calculated, including whether or not indirect costs have been incorporated. Recipient must submit this information to CMS for review and comment for each applicable type of result/accomplishment according to the same timeline schedule outlined in 17(a).

(d) Specifically excluded from the review and comment process are internal presentations, information discussions, in general, class lectures, and informal meetings and conversations with community leaders. However, if such a presentation or slide deck is later re-purposed for a public event, it will need to be submitted in advance for CMS review.

(e) One copy of each publication resulting from work performed under an HHS grant-supported project must accompany the final progress report.

18. Use of Data and Work Products. At any phase of the project, including the project's conclusion, the Recipient, if so requested by the CMS Project Officer, shall submit copies of analytic data file(s) with appropriate documentation, representing the data developed/used in end-product analyses generated under the award. The analytic file(s) may include primary data collected, acquired or generated under the award and/or data furnished by CMS. The content, format, documentation, and schedule for production of the data file(s) will be agreed upon by the Principal Investigator/Project Director and the CMS Project Officer. The negotiated format(s) could include both file(s) that would be limited to CMS's internal use and file(s) that CMS could make available to the general public.

All data provided by CMS will be used for the research described in this grant award only and in connection with the Recipient's performance of its obligations and rights under this program. Recipient has an obligation to collect and secure data for future monitoring by CMS. The Recipient will return any data provided by CMS or copies of data at the conclusion of the project. All proprietary information and technology of the Recipient are and shall remain the sole property of the Recipient.

In the course of this research, whenever the Principal Investigator/Project Director determines that a significant new finding has been developed, he/she will communicate it to the CMS Project Officer before formal dissemination to the general public. The Recipient shall notify CMS of research conducted for publication.

19. System of Award Management and Universal Identifier Requirements. This award is subject to the requirements of 2 CFR part 25, Appendix A which is specifically incorporated herein by reference. For the full text of 2 CFR part 25, refer to **Attachment A** to these

Standard Terms and Conditions. To satisfy these requirements, Recipient must maintain an active registration in the System for Award Management (SAM) database. Please consult the SAM website (https://www.sam.gov/SAM/) for more information.

20. **Trafficking in Persons.** This award is subject to the requirements of Section 106 (g) of the Trafficking Victims Protection Act of 2000, as amended (22 U.S.C. 7104). For the full text of the award term, refer to **Attachment B** to these Standard Terms and Conditions.

21. **Subaward Reporting and Executive Compensation.** This award is subject to the reporting requirements of the Federal Funding Accountability and Transparency Act of 2006 (Public Law 109-282), as amended by Section 6202 of Public Law 110-252 and implemented by 2 CFR Part 170. Recipients must report information for each first-tier subaward of $25,000 or more in Federal funds and executive total compensation for the Recipient's and Subrecipients' five most highly compensated executives as outlined in Appendix A to 2 CFR Part 170. Information about the Federal Funding Accountability and Transparency Act Subaward Reporting System (FSRS) is available at www.fsrs.gov. For the full text of the award term, refer to **Attachment C** to these Standard Terms and Conditions.

22. **Employee Whistleblower Protections.** All Recipients must inform their employees in writing of employee whistleblower rights and protections under 41 U.S.C. 4712 in the predominant native language of the workforce. For the full text of the award term, re *Pilot Program for Enhancement of Contractor Employee Whistleblower Protections*, refer to **Attachment D** to these Standard Terms and Conditions.

23. **Conflict of Interest Policies.** In accordance with 45 CFR §75.112, these terms and conditions establish the conflict of interest policy requirements for recipients receiving federal discretionary grant funding from CMS. Recipient must comply with the conflict of interest policy requirements outlined in **Attachment E** to these Standard Terms and Conditions.

24. **Recipient Integrity and Performance.** In accordance with Appendix XII to 45 CFR part 75, Recipient must comply with reporting requirements for matters related to recipient integrity and performance. For the full text of the award term, refer to **Attachment F** to these terms and conditions.

25. **Accessibility Provisions.** You must administer your project in compliance with federal civil rights laws that prohibit discrimination on the basis of race, color, national origin, disability, age and, in some circumstances, religion, conscience, and sex (including gender identity, sexual orientation, and pregnancy). This includes taking reasonable steps to provide meaningful access to persons with limited English proficiency and providing programs that are accessible to and usable by persons with disabilities. The HHS Office for Civil Rights provides guidance on complying with civil rights laws enforced by HHS. See https://www.hhs.gov/civil-rights/for-providers/provider-obligations/index.html and https://www.hhs.gov/civil-rights/for-individuals/nondiscrimination/index.html.

    - You must take reasonable steps to ensure that your project provides meaningful access to persons with limited English proficiency. For guidance on meeting your legal obligation to take reasonable steps to ensure meaningful access to your programs or activities by limited English proficient individuals, *see*

https://www.hhs.gov/civil-rights/for-individuals/special-topics/limited-english-proficiency/fact-sheet-guidance/index.html and https://www.lep.gov.

- For information on your specific legal obligations for serving qualified individuals with disabilities, including providing program access, reasonable modifications, and taking appropriate steps to provide effective communication, *see* http://www.hhs.gov/ocr/civilrights/understanding/disability/index.html.

- HHS funded health and education programs must be administered in an environment free of sexual harassment, *see* https://www.hhs.gov/civil-rights/for-individuals/sex-discrimination/index.html.

- For guidance on administering your project in compliance with applicable federal religious nondiscrimination laws and applicable federal conscience protection and associated anti-discrimination laws, *see* https://www.hhs.gov/conscience/conscience-protections/index.html and https://www.hhs.gov/conscience/religious-freedom/index.html.

Recipients should review and comply with the reporting and review activities regarding accessibility requests outlined in Attachment G, to these Standard Terms and Conditions.

26. Fraud, Waste, and Abuse. The HHS Office of the Inspector General (OIG) maintains a toll-free number (1-800-HHS-TIPS [1-800-447-8477]) for receiving information concerning fraud, waste, or abuse under grants and cooperative agreements as well as the HHS OIG website at https://oig.hhs.gov/fraud/report-fraud/index.asp. Information also may be submitted by email to hhstips@oig.hhs.gov or by mail to Office of the Inspector General, U.S. Department of Health & Human Services, Attn: HOTLINE, 330 Independence Ave., SW, Washington, DC 20201. Such reports are treated as sensitive material and submitters may decline to give their names if they choose to remain anonymous.

27. Human Subjects Protection. If applicable to Recipient's program, the Recipient bears ultimate responsibility for protecting human subjects under the award, including human subjects at all sites, and for ensuring that a Federal-wide Assurance (FWA) approved by the Office for Human Research Protections (OHRP) and certification of Institutional Review Board (IRB) review and approval have been obtained before human subjects research can be conducted at each collaborating site. For more information about OHRP, FWA, and IRBs, please see the following link: http://www.hhs.gov/ohrp/index.html. Recipients may not draw funds from the payment system, request funds from the paying office, or make obligations against Federal funds for research involving human subjects at any site engaged in nonexempt research for any period not covered by both an OHRP-approved assurance and IRB approval consistent with 45 CFR Part 46. Costs associated with IRB review of human research protocols are not allowable as direct charges under grants and cooperative agreements unless such costs are not covered by the organization's indirect cost rate.

HHS requires Recipients and others involved in grant/cooperative agreement-supported research to take appropriate actions to protect the confidentiality of information about and the privacy of individuals participating in the research. Investigators, IRBs, and other appropriate

entities must ensure that policies and procedures are in place to protect identifying information and must oversee compliance with those policies and procedures.

28. **Project and Data Integrity.** Recipient shall protect the confidentiality of all project-related information that includes personally identifying information.

    The Recipient shall assume responsibility for the accuracy and completeness of the information contained in all technical documents and reports submitted. The CMS Project Officer shall not direct the interpretation of the data used in preparing these documents or reports.

    At any phase in the project, including the project's conclusion, the Recipient, if so requested by the CMS Project Officer, must deliver to CMS materials, systems, or other items used, developed, refined or enhanced in the course of or under the award. The Recipient agrees that CMS shall have a royalty-free, nonexclusive and irrevocable license to reproduce, publish, or otherwise use and authorize others to use the items for Federal government purposes.

29. **Public Policy Requirements.** By signing the application, the Authorized Organizational Official (AOR) certifies that the organization will comply with applicable public policies. Once a grant is awarded, the recipient is responsible for establishing and maintaining the necessary processes to monitor its compliance and that of its employees and, as appropriate, subrecipients and contractors under the grant with these requirements. Recipient should consult these terms and conditions, the applicable Appropriations Law, and Exhibit 3 of the HHS Grants Policy Statement, titled *Public Policy Requirements*, located in Section II, pages 3-6, for information on potentially applicable public policy requirements. Additional potentially applicable public policy requirements not included within these sources include:

    - Military Recruiting and Reserve Officer Training Corps Access 10 U.S.C. §983 [all types of applications and awards to Institutions of Higher Education]
    - Text Messaging While Driving (EO 13513) [all awards]
    - Ban on Cloning of Human Beings (Presidential memorandum of March 4, 1997) [all awards]

    See also Standard Term and Condition 44. FY 2019 Appropriations Provision.

30. **Green Procurement.** To mitigate the environmental impacts of acquisition of IT and other products/equipment, Recipients are encouraged to: (1) participate in "Green procurement" based on the HHS Affirmative Procurement Plan (http://www.responsiblepurchasing.org/UserFiles/File/HHS_Affirmative%20Procurement%20Plan_2006.pdf) and similar guidance from the Environmental Protection Agency (EPA) and the President's Council on Environmental Quality (CEQ); (2) use electronic products that are Energy Star® compliant and Electronic Product Environmental Assessment Tool (EPEAT) Silver registered or higher when available; (3) activate Energy Star® features on all equipment when available; (4) use environmentally sound end-of-life management practices, including reuse, donation, sale and recycling of all electronic products.

31. **Withdrawal.** If the Recipient decides to withdraw from this award prior to the end of the project period, it must provide written notification (both hard copy and via email) to the CMS Grants Management Specialist at least fifteen (15) days in advance of the date of official

withdrawal and termination of these terms. The letter must be signed by the AOR and other appropriate individuals with authority. CMS will not be liable for any withdrawal close-out costs that are borne by the Recipient. Recipients have three (3) days to return all unused grant funds.

32. **Mandatory Disclosures.** Consistent with 45 CFR §75.113, applicants and recipients must disclose in a timely manner, in writing to CMS, with a copy to the HHS Office of the Inspector General (OIG), all information related to violations of federal criminal law involving fraud, bribery, or gratuity violations potentially affecting the federal award. Additionally, 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 CMS and to the HHS OIG at the following addresses:

    U.S. Department of Health & Human Services
    Centers for Medicare & Medicaid Services
    Office of Acquisition and Grants Management
    Attn: Director, Division of Grants Management, Mandatory Grant Disclosures
    7500 Security Blvd, Mail Stop B3-30-03
    Baltimore, MD 21244-1850

    Materials should also be scanned and emailed to your Grants Management Specialist.

    AND

    U.S. Department of Health & Human Services
    Office of 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 & 376 and 31 U.S.C. 3321).

33. **Remedies for noncompliance.** If a non-Federal entity fails to comply with Federal statutes, regulations, or the terms and conditions of a Federal award, the HHS awarding agency or pass-through entity may impose additional conditions, as described in 45 CFR §75.207, *Specific award conditions*. If the HHS awarding agency or pass-through entity determines that noncompliance cannot be remedied by imposing additional conditions, the Federal awarding agency or pass-through entity may take one or more actions as set forth in 45 CFR §75.371, *Remedies for noncompliance*.

34. **Suspension and Debarment Regulations.** Recipient must comply with 45 CFR §75.213, which states that non-federal entities and contractors are subject to the non-procurement

debarment and suspension regulations implementing Executive Orders 12549 and 12689 at 2 CFR parts 180 and 376. These regulations restrict awards, subawards and contracts with certain parties that are debarred, suspended or otherwise excluded from or ineligible for participation in Federal assistance programs or activities.

35. Termination. CMS may terminate this grant agreement, or any part hereof, if the Recipient materially fails to comply with the terms and conditions of this award, or provisions of law pertaining to agreement performance. Materially fails includes, but is not limited to, violation of the terms and conditions of the award; failure to perform award activities in a satisfactory manner; improper management or use of award funds; or fraud, waste, abuse, mismanagement, or criminal activity. In addition, CMS may terminate this award if the Recipient fails to provide the Government, upon request, with adequate written and signed assurances of future performance. CMS will promptly notify the Recipient in writing of such termination and the reasons for it, together with the effective date. Recipient may terminate this award as set forth in 45 CFR §75.372, *Termination*.

36. Bankruptcy. In the event the Recipient or one of its subrecipients enters into proceedings relating to bankruptcy, whether voluntary or involuntary, the Recipient agrees to provide written notice of the bankruptcy to the CMS Grants Management Specialist and CMS Project Officer (PO). This written notice shall be furnished within five (5) days of the initiation of the proceedings relating to bankruptcy filing and sent to the CMS Grants Management Specialist and PO. This notice shall include the date on which the bankruptcy petition was filed, the identity of the court in which the bankruptcy petition was filed, a copy of any and all of the legal pleadings, and a listing of Government grant and cooperative agreement numbers and grant offices for all Government grants and cooperative agreements against which final payment has not been made.

37. Disposition of Federally Owned Property, Equipment, and Residual Unused Supplies. Upon completion (or early termination) of a project, Recipient must take appropriate disposition actions. Recipients of funding from CMS should proceed in accordance with the guidance provided within this term and condition.

Recipient must complete and submit the **SF-428-B Tangible Personal Property Report, Final Report** (also see Standard Term and Condition #12, Reporting Requirements). The Tangible Personal Property Report (SF-428) is a standard form to be used by awarding agencies to collect information related to tangible personal property when required by a Federal financial assistance award. This form allows recipients to request specific disposition of federally-owned property and acquired equipment. This form also provides a means for calculating and transmitting appropriate compensation to CMS for residual unused supplies. As noted in 1.b of this report, if your agency is in possession of Federally-owned property or acquired equipment (defined as nonexpendable personal property with an acquisition cost of $5,000 or more under the award), you must also submit a **SF-428-S, Supplemental Sheet**, that lists and reports on all Federally-owned or acquired equipment under the specific grant or cooperative agreement award. If there is no tangible personal property to report, select "d." in section 1 of the SF-428-B and indicate "none of the above." Recipient must request specific disposition instructions from CMS if the Recipient has federally-owned property or if the following guidance is insufficient for the Recipient to properly complete disposition.

- Items of equipment with a current per unit fair market value of $5,000 or less may be retained, sold or otherwise disposed of with no further obligation to CMS.
- Except as provided in 45 CFR §75.319(b), items of equipment with a current per-unit fair market value in excess of $5,000 may be retained by the non-Federal entity or sold. If there is no longer a use for the equipment under the original project or program or for other activities currently or previously supported by CMS or other HHS awarding agencies, except as otherwise provided in Federal statutes and regulations, CMS is entitled to an amount calculated by multiplying the current market value or proceeds from sale by CMS's percentage of participation in the cost of the original purchase. If the equipment is sold, CMS may permit the non-Federal entity to deduct and retain from the Federal share $500 or ten percent of the proceeds, whichever is less, for its selling and handling expenses.
- Reportable Residual Unused Supplies, which in the aggregate exceed $5,000 in fair market value which cannot be used by the original project or program nor are needed for other activities currently or previously supported by CMS, other HHS awarding agencies, or another Federal agency, must be retained by the Recipient for use on other activities or sold, but Recipient must, in either case, compensate the Federal government for its share. CMS is entitled to an amount calculated by multiplying the current fair market value or proceeds from sale by CMS's percentage of participation in the cost of the original purchase.
- In certain instances, the non-Federal entity may transfer title to the property to the Federal government or to an eligible third party subject to prior approval by CMS. In such cases, the non-Federal entity must be entitled to compensation for its attributable percentage of the current fair market value of the property.

38. Affirmative Duty to Track All Parties to the Award. Recipient must at a minimum regularly track all parties to the award in both the GSA database that is known as the System for Award Management (SAM) and The Office of the Inspector General (OIG) List of Excluded Individuals and Entities (LEIE). The purpose of this affirmative duty is to track all parties that include health care, commercial, non-profit, and other people and entities in order to report immediately to the CMS Project Officer (PO) and Grants Management Specialist those that cannot participate in federal programs or receive federal funds. The Recipient cannot have any persons or entities on the award that cannot participate in federal programs or receive federal funds. If any of these systems are not publicly available, then the Recipient must comply with the purpose and intent of this requirement using a process that meets at least the level of scrutiny provided by these databases.

The Recipient shall provide the CMS PO and Grants Management Specialist with the National Provider Identifier (NPI), Tax ID, and EIN, as applicable, of all Key Personnel and/or Entities to the award that may include Subrecipients. This list shall be provided to CMS as a Grant Note in GrantSolutions within thirty (30) days from the start of the award and must be maintained up-to-date in real time throughout the award.

39. Pass Through Entities, Subrecipients, and Contractors. As outlined in 45 CFR §75.351, *Subrecipient and contractor determinations*, a pass-through entity must make case-by-case determinations whether each agreement it makes for the disbursement of Federal program

funds casts the party receiving the funds in the role of a subrecipient or contractor. A pass-through entity means a non-Federal entity that provides a subaward to a subrecipient to carry out part of a Federal program (45 CFR §75.2, *Definitions*). As described in 45 CFR §75.351, a subaward is for the purpose of carrying out a portion of a Federal award and creates a Federal assistance relationship with the subrecipient while a contract is for the purpose of obtaining goods and services for the non-Federal entity's own use and creates a procurement relationship with the contractor. Characteristics for both types of relationships are included in 45 CFR §75.351. All pass-through entities must ensure that every subaward is clearly identified to the subrecipient as a subaward and includes the information outlined in 45 CFR §75.352, *Requirements for pass-through entities,* at the time of subaward and if any of these data elements change, include the changes in subsequent subaward modifications.

40. Subrecipient Equal Treatment. The Recipient must comply with 45 CFR Part 87, including the provision that no State or local government Recipient nor any intermediate organization receiving funds under any program shall, in the selection of service providers, discriminate for or against an organization's religious character or affiliation.

41. Recipient's Responsibility for Subrecipients. The Recipient is responsible for the performance, reporting, and spending for each Subrecipient. The Recipient will ensure the timeliness and accuracy of required reporting for each site of service and Subrecipient under the award. The Recipient is responsible for the performance and progress of each site of service or Subrecipient toward the goals and milestones of the program. The Recipient will take necessary corrective action for any site of service or Subrecipient that is not meeting the goals and milestones of the program, as set forth in the NOFO.

42. Nondiscrimination. The Recipient and Subrecipients will comply with all Federal statutes relating to nondiscrimination. These include but are not limited to: (a) Title VI of the Civil Rights Act of 1964 (P.L. 88-352) which prohibits discrimination on the basis of race, color or national origin; (b) Title IX of the Education Amendments of 1972, as amended (20 U.S.C.§§1681-1683, and 1685-1686), which prohibits discrimination on the basis of sex; (c) Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. §794), which prohibits discrimination on the basis of handicaps; (d) the Age Discrimination Act of 1975, as amended (42 U.S.C. §§6101-6107), which prohibits discrimination on the basis of age; (e) the Drug Abuse Office and Treatment Act of 1972 (P.L. 92-255), as amended, relating to nondiscrimination on the basis of drug abuse; (f) the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (P.L. 91-616), as amended, relating to nondiscrimination on the basis of alcohol abuse or alcoholism; (g) §§523 and 527 of the Public Health Service Act of 1912 (42 U.S.C. §§290 dd-3 and 290 ee- 3), as amended, relating to confidentiality of alcohol and drug abuse patient records; (h) 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; (i) any other nondiscrimination provisions in the specific statute(s) under which application for Federal assistance is being made; and, (j) the requirements of any other nondiscrimination statute(s) which may apply to the application.

43. Reservation of Rights. Nothing contained in this Agreement is intended or shall be construed as a waiver by the United States Department of Justice, the Internal Revenue Service, the Federal Trade Commission, HHS Office of the Inspector General, or CMS of any right to institute any proceeding or action against Recipient for violations of any statutes, rules or regulations administered by the Government, or to prevent or limit the rights of the

Government to obtain relief under any other federal statutes or regulations, or on account of any violation of this Agreement or any other provision of law. The Agreement shall not be construed to bind any Government agency except CMS, and this Agreement binds CMS only to the extent provided herein, unless prohibited by law. The failure by CMS to require performance of any provision shall not affect CMS's right to require performance at any time thereafter, nor shall a waiver of any breach or default result in a waiver of the provision itself.

44. Records Retention. 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 HHS awarding agency or pass-through entity in the case of a subrecipient. HHS awarding agencies and pass-through entities must not impose any other record retention requirements upon non-Federal entities. The only exceptions are stated in 45 CFR §75.361.

45. FY 2021 Appropriations Provision. U.S. Department of Health & Human Services (HHS) recipients must comply with all terms and conditions outlined in their grant award(s), including grant policy terms and conditions contained in applicable HHS Grants Policy Statements, and requirements imposed by program statutes and regulations, Executive Orders, and HHS grant administration regulations, as applicable; as well as any requirements or limitations in any applicable appropriations acts.

This award is subject to the "Consolidated Appropriations Act, 2021" (Division H – Departments of Labor, Health and Human Services, and Education, and Related Agencies Appropriation Act, 2021), see https://www.congress.gov/116/bills/hr133/BILLS-116hr133enr.pdf. As is noted under Division H, Title II, General Provisions, Section 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. This salary cap applies to direct salaries and to those salaries covered under indirect costs, also known as facilities and administrative (F & A) costs[6]. Please consult the following link to determine the applicable current salary cap: https://www.opm.gov/policy-data-oversight/pay-leave/salaries-wages/salary-tables/pdf/2021/EX.pdf.

Recipients must review and comply with applicable General Provisions (see 201-239) included within the Appropriations Law for the Department of Health and Human Services (HHS). Additionally, these provisions may apply to all recipients of HHS federal funding OR may apply directly to recipients of federal funding from one or more HHS agencies. These provisions are available via https://www.congress.gov/116/bills/hr133/BILLS-116hr133enr.pdf. Refer to Division H, Title II, Department of Health and Human Services (Department of Health and Human Services Appropriations Act, 2021).

[6] Per the HHS Grants Policy Statement, page II-39 (Salaries and Wages), "If there is a salary limitation, it does not apply to consultant payments or to contracts for routine goods and services, but it does apply to subrecipients (including consortium participants)." Though the salary limitation does not apply to consultant costs, recipient must still provide justification to include examples of typical market rates for this service in your area.

APPENDIX A TO PART 25—AWARD TERM

I. SYSTEM FOR AWARD MANAGEMENT AND UNIVERSAL IDENTIFIER REQUIREMENTS

A. Requirement for System for Award Management

Unless you are exempted from this requirement under 2 CFR 25.110, you as the recipient must maintain the currency of your information in the SAM until you submit the final financial report required under this award or receive the final payment, whichever is later. This requires that you review and update the information at least annually after the initial registration, and more frequently if required by changes in your information or another award term.

B. Requirement for unique entity identifier

If you are authorized to make subawards under this award, you:

1. Must notify potential subrecipients that no entity (*see* definition in paragraph C of this award term) may receive a subaward from you unless the entity has provided its unique entity identifier to you.

2. May not make a subaward to an entity unless the entity has provided its unique entity identifier to you.

C. Definitions

For purposes of this award term:

1. *System for Award Management (SAM)* means the Federal repository into which an entity must provide information required for the conduct of business as a recipient. Additional information about registration procedures may be found at the SAM Internet site (currently at *http://www.sam.gov*).

2. *Unique entity identifier* means the identifier required for SAM registration to uniquely identify business entities.

3. *Entity,* as it is used in this award term, means all of the following, as defined at 2 CFR part 25, subpart C:

a. A Governmental organization, which is a State, local government, or Indian Tribe;

b. A foreign public entity;

c. A domestic or foreign nonprofit organization;

d. A domestic or foreign for-profit organization; and

e. A Federal agency, but only as a subrecipient under an award or subaward to a non-Federal entity.

4. *Subaward:*

a. This term means a legal instrument to provide support for the performance of any portion of the substantive project or program for which you received this award and that you as the recipient award to an eligible subrecipient.

b. The term does not include your procurement of property and services needed to carry out the project or program (for further explanation, see 2 CFR 200.330).

c. A subaward may be provided through any legal agreement, including an agreement that you consider a contract.

5. *Subrecipient* means an entity that:

a. Receives a subaward from you under this award; and

b. Is accountable to you for the use of the Federal funds provided by the subaward.

Centers for Medicare & Medicaid Services
Standard Grant/Cooperative Agreement Terms and Conditions
Attachment B

Award Term – Trafficking in Persons

a. **Provisions applicable to a recipient that is a private entity.**

1. You as the recipient, your employees, subrecipients under this award, and subrecipients' employees may not—

    i. Engage in severe forms of trafficking in persons during the period of time that the award is in effect;

    ii. Procure a commercial sex act during the period of time that the award is in effect; or

    iii. Use forced labor in the performance of the award or subawards under the award.

2. We as the Federal awarding agency may unilaterally terminate this award, without penalty, if you or a subrecipient that is a private entity –

    i. Is determined to have violated a prohibition in paragraph a.1 of this award term; or

    ii. Has an employee who is determined by the agency official authorized to terminate the award to have violated a prohibition in paragraph a.1 of this award term through conduct that is either—

        A. Associated with performance under this award; or

        B. Imputed to you or the subrecipient using the standards and due process for imputing the conduct of an individual to an organization that are provided in 2 CFR part 180, "OMB Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement)," as implemented by our agency at 2 CFR part 376.

b. **Provision applicable to a recipient other than a private entity.** We as the Federal awarding agency may unilaterally terminate this award, without penalty, if a subrecipient that is a private entity—

1. Is determined to have violated an applicable prohibition in paragraph a.1 of this award term; or

2. Has an employee who is determined by the agency official authorized to terminate the award to have violated an applicable prohibition in paragraph a.1 of this award term through conduct that is either—

    i. Associated with performance under this award; or

    ii. Imputed to the subrecipient using the standards and due process for imputing the conduct of an individual to an organization that are provided in 2 CFR part 180, "OMB Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement)," as implemented by our agency at 2 CFR part 376.

c. **Provisions applicable to any recipient.**

1. You must inform us immediately of any information you receive from any source alleging a violation of a prohibition in paragraph a.1 of this award term.

2. Our right to terminate unilaterally that is described in paragraph a.2 or b of this section:

    i. Implements section 106(g) of the Trafficking Victims Protection Act of 2000 (TVPA), as amended (22 U.S.C. 7104(g)), and

    ii. Is in addition to all other remedies for noncompliance that are available to us under this award.

3. You must include the requirements of paragraph a.1 of this award term in any subaward you make to a private entity.

d. **Definitions.** For purposes of this award term:

1. "Employee" means either:

    i. An individual employed by you or a subrecipient who is engaged in the performance of the project or program under this award; or

    ii. Another person engaged in the performance of the project or program under this award and not compensated by you including, but not limited to, a volunteer or individual whose services are contributed by a third party as an in-kind contribution toward cost sharing or matching requirements.

2. "Forced labor" means labor obtained by any of the following methods: the recruitment, harboring, transportation, provision, or obtaining of a person for labor or services, through the use of force, fraud, or coercion for the purpose of subjection to involuntary servitude, peonage, debt bondage, or slavery.

3. "Private entity":

    i. Means any entity other than a State, local government, Indian tribe, or foreign public entity, as those terms are defined in 2 CFR 175.25.

    ii. Includes:

        A. A nonprofit organization, including any nonprofit institution of higher education, hospital, or tribal organization other than one included in the definition of Indian tribe at 2 CFR 175.25(b).

        B. A for-profit organization.

4. "Severe forms of trafficking in persons," "commercial sex act," and "coercion" have the meanings given at section 103 of the TVPA, as amended (22 U.S.C. 7102).

Centers for Medicare & Medicaid Services
Standard Grant/Cooperative Agreement Terms and Conditions
Attachment C

Award Term - Federal Financial Accountability and Transparency Act (FFATA) Subaward and Executive Compensation Reporting Requirement

I. Reporting Subawards and Executive Compensation.

a. *Reporting of first-tier subawards*.

1. Applicability. Unless you are exempt as provided in paragraph d. of this award term, you must report each action that obligates $25,000 or more in Federal funds that does not include Recovery funds (as defined in section 1512(a)(2) of the American Recovery and Reinvestment Act of 2009, Pub. L. 111-5) for a subaward to an entity (see definitions in paragraph e. of this award term).

2. *Where and when to report.*

i. You must report each obligating action described in paragraph a.1. of this award term to http://www.fsrs.gov.

ii. For subaward information, report no later than the end of the month following the month in which the obligation was made. (For example, if the obligation was made on November 7, 2010, the obligation must be reported by no later than December 31, 2010.)

3. *What to report.* You must report the information about each obligating action that the submission instructions posted at http://www.fsrs.gov specify.

b. *Reporting Total Compensation of Recipient Executives*.

1. *Applicability and what to report.* You must report total compensation for each of your five most highly compensated executives for the preceding completed fiscal year, if –

i. the total Federal funding authorized to date under this award is $25,000 or more;

ii. in the preceding fiscal year, you received –

(A) 80 percent or more of your annual gross revenues from Federal procurement contracts (and subcontracts) and Federal financial assistance subject to the Transparency Act, as defined at 2 CFR 170.320 (and subawards); and

(B) $25,000,000 or more in annual gross revenues from Federal procurement contracts (and subcontracts) and Federal financial assistance subject to the Transparency Act, as defined at 2 CFR 170.320 (and subawards); and

iii. The public does not have access to information about the compensation of the executives through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. 78m(a), 78o(d)) or section 6104 of the Internal Revenue Code of 1986. (To determine if the public has access to the compensation information, see the U.S. Security and Exchange Commission total compensation filings at http://www.sec.gov/answers/execomp.htm).

2. *Where and when to report*. You must report executive total compensation described in paragraph b.l. of this award term:

i. As part of your registration profile at / https://www.sam.gov/SAM/

ii. By the end of the month following the month in which this award is made, and annually thereafter.

c. *Reporting of Total Compensation of Subrecipient Executives*.

1. *Applicability and what to report*. Unless you are exempt as provided in paragraph d. of this award term, for each first-tier subrecipient under this award, you shall report the names and total compensation of each of the subrecipient's five most highly compensated executives for the subrecipient's preceding completed fiscal year, if –

i. in the subrecipient's preceding fiscal year, the subrecipient received –

(A) 80 percent or more of its annual gross revenues from Federal procurement contracts (and subcontracts) and Federal financial assistance subject to the Transparency Act, as defined at 2 CFR 170.320 (and subawards); and

(B) $25,000,000 or more in annual gross revenues from Federal procurement contracts (and subcontracts), and Federal financial assistance subject to the Transparency Act (and subawards); and

ii. The public does not have access to information about the compensation of the executives through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. 78m(a), 78o(d)) or section 6104 of the Internal Revenue Code of 1986. (To determine if the public has access to the compensation information, see the U.S. Security and Exchange Commission total compensation filings at http://www.sec.gov/answers/execomp.htm).

2. *Where and when to report*. You must report subrecipient executive total compensation described in paragraph c.1. of this award term:

i. To the recipient.

ii. By the end of the month following the month during which you make the subaward. For example, if a subaward is obligated on any date during the month of October of a given year (i.e., between October 1 and 31), you must report any required compensation information of the subrecipient by November 30 of that year.

d. *Exemptions*

If, in the previous tax year, you had gross income, from all sources, under $300,000, you are exempt from the requirements to report:

i. Subawards, and

ii. The total compensation of the five most highly compensated executives of any subrecipient.

e. *Definitions*. For purposes of this award term:

1. *Entity* means all of the following, as defined in 2 CFR part 25:

i. A Governmental organization, which is a State, local government, or Indian tribe;

ii. A foreign public entity;

iii. A domestic or foreign nonprofit organization;

iv. A domestic or foreign for-profit organization;

v. A Federal agency, but only as a subrecipient under an award or subaward to a non-Federal entity.

2. *Executive* means officers, managing partners, or any other employees in management positions.

3. *Subaward*:

i. This term means a legal instrument to provide support for the performance of any portion of the substantive project or program for which you received this award and that you as the recipient award to an eligible subrecipient.

ii. The term does not include your procurement of property and services needed to carry out the project or program (for further explanation, see Sec._.210 of the attachment to OMB Circular A-133, "Audits of States, Local Governments, and Non-Profit Organizations").

iii. A subaward may be provided through any legal agreement, including an agreement that you or a subrecipient considers a contract.

4. *Subrecipient* means an entity that:

i. Receives a subaward from you (the recipient) under this award; and

ii. Is accountable to you for the use of the Federal funds provided by the subaward.

5. *Total compensation* means the cash and noncash dollar value earned by the executive during the recipient's or subrecipient's preceding fiscal year and includes the following (for more information see 17 CFR 229.402(c)(2)):

i. Salary and bonus.

ii. Awards of stock, stock options, and stock appreciation rights. Use the dollar amount recognized for financial statement reporting purposes with respect to the fiscal year in accordance with the Statement of Financial Accounting Standards No. 123 (Revised 2004) (FAS 123R), Shared Based Payments.

iii. Earnings for services under non-equity incentive plans. This does not include group life, health, hospitalization or medical reimbursement plans that do not discriminate in favor of executives, and are available generally to all salaried employees.

iv. Change in pension value. This is the change in present value of defined benefit and actuarial pension plans.

v. Above-market earnings on deferred compensation which is not tax-qualified.

vi. Other compensation, if the aggregate value of all such other compensation (e.g. severance, termination payments, value of life insurance paid on behalf of the employee, perquisites, or property) for the executive exceeds $10,000.

Centers for Medicare & Medicaid Services
Standard Grant/Cooperative Agreement Terms and Conditions
Attachment D

Pilot Program for Enhancement of Contractor Employee Whistleblower Protections

Recipients are hereby given notice that the 48 CFR section 3.908, implementing section 828, entitled "Pilot Program for Enhancement of Contractor Employee Whistleblower Protections," of the National Defense Authorization Act (NDAA) for Fiscal Year (FY) 2013 (Pub. L. 112-239, enacted January 2, 2013), applies to this award.

Federal Acquisition Regulations

As promulgated in the Federal Register, the relevant portions of 48 CFR section 3.908 read as follows (note that use of the term "contract," "contractor," "subcontract," or "subcontractor" for the purpose of this term and condition, should be read as "grant," "grantee," "subgrant," or "subgrantee"):

3.908 Pilot program for enhancement of contractor employee whistleblower protections

3.908-1 Scope of section.
(a) This section implements 41 U.S.C. 4712.
(b) This section does not apply to—
(1) DOD, NASA, and the Coast Guard; or
(2) Any element of the intelligence community, as defined in section 3(4) of the National Security Act of 1947 (50 U.S.C. 3003(4)). This section does not apply to any disclosure made by an employee of a contractor or subcontractor of an element of the intelligence community if such disclosure-
(i) Relates to an activity of an element of the intelligence community; or
(ii) Was discovered during contract or subcontract services provided to an element of the intelligence community.

3.908-2 Definitions
As used in this section –
Abuse of authority means an arbitrary and capricious exercise of authority that is inconsistent with the mission of the executive agency concerned or the successful performance of a contract of such agency. Inspector General means an Inspector General appointed under the Inspector General Act of 1978 and any Inspector General that receives funding from, or has oversight over contracts awarded for, or on behalf of, the executive agency concerned.

3.908-3 Policy
1. Contractors and subcontractors are prohibited from discharging, demoting, or otherwise discriminating against an employee as a reprisal for disclosing, to any of the entities listed at

paragraph (b) of this subsection, information that the employee reasonably believes is evidence of gross mismanagement of a Federal contract, a gross waste of Federal funds, an abuse of authority relating to a Federal contract, a substantial and specific danger to public health or safety, or a violation of a law, rule, or regulation related to a Federal contract (including the competition for or negotiation of a contract). A reprisal is prohibited even if it is undertaken at the request of an executive branch official, unless the request takes the form of a non-discretionary directive and is within the authority of the executive branch official making the request.

2. Entities to whom disclosure may be made.

   (a) A Member of Congress or a representative of a committee of Congress.
   (b) An Inspector General.
   (c) The Government Accountability Office.
   (d) A Federal employee responsible for contract oversight or management at the relevant agency.
   (e) An authorized official of the Department of Justice or other law enforcement agency.
   (f) A court or grand jury.
   (g) A management official or other employee of the contractor or subcontractor who has the responsibility to investigate, discover, or address misconduct.

3. An employee who initiates or provides evidence of a contractor or subcontractor misconduct in any judicial or administrative proceeding relating to waste, fraud, or abuse on a Federal contract shall be deemed to have made a disclosure.

3.908-9 Contract clause.
The contracting officer shall insert the clause at 52.203-17, Contractor Employee Whistleblower Rights and Requirement to Inform Employees of Whistleblower Rights, in all solicitations and contracts that exceed the simplified acquisition threshold.

Contract clause:

Contractor Employee Whistleblower Rights and Requirement to Inform Employees of Whistleblower Rights
(Apr 2014)

(a) This contract and employees working on this contract will be subject to the whistleblower rights and remedies in the pilot program on Contractor employee whistleblower protections established at 41 U.S.C. 4712 by section 828 of the National Defense Authorization Act for Fiscal Year 2013 (Pub. L.112-239) and FAR 3.908.

(b) The Contractor shall inform its employees in writing, in the predominant language of the workforce, of employee whistleblower rights and protections under 41 U.S.C. 4712, as described in section 3.908 of the Federal Acquisition Regulation.

(c) The Contractor shall insert the substance of this clause, including this paragraph (c), in all subcontracts over the simplified acquisition threshold.

Centers for Medicare & Medicaid Services
Standard Grant/Cooperative Agreement Terms and Conditions
Attachment E

Conflict of Interest Policy

CMS requires recipients to establish safeguards to prevent employees, officers, or agents of the non-Federal entity such as consultants, contractors, members of governing bodies, and others who may be involved in grant-supported activities from using their positions for purposes that are, or give the appearance of being, motivated by a desire for private financial or other gain for themselves or others, such as those with whom they have family, business, or other ties. These safeguards must be reflected in written standards of conduct. Except as provided below, CMS does not require a recipient to establish separate standards of conduct if it maintains such standards for its non-grant-supported activities, as long as those standards are consistent with State, local, and tribal laws and regulations, and cover, at a minimum, expected conduct in regard to financial interests, gifts, gratuities and favors, nepotism, and such other areas for governmental organizations as political participation and bribery.

Definitions:

"Principal Investigator/Project Director (PI/PD)" means the individual(s) designated by the recipient to direct the project or program being supported by the grant. The PI/PD is responsible and accountable to officials of the recipient organization for the proper conduct of the project, program, or activity. This designation also includes co-principal investigators/co-project directors, and any other person at the organization who is responsible for the design, conduct, or reporting of grant activities funded or proposed for funding by CMS.

"Significant financial interest" means anything of monetary value, including, but not limited to, salary or other payments for services (e.g., consulting fees or honoraria); equity interest (e.g., stocks, stock options or other ownership interests); and intellectual property rights (e.g., patents, copyrights and royalties from such rights).

This term does not include:

a. salary, royalties or other remuneration from the applicant organization;

b. income from seminars, lectures, or teaching engagements sponsored by public or non-profit entities;

c. income from service on advisory committees or review panels for public or nonprofit entities;

d. an equity interest that, when aggregated for the PI/PD and the PI/PD's spouse and dependent children, meets both of the following tests: does not exceed $10,000 in value

as determined through reference to public prices or other reasonable measures of fair market value, and does not represent more than a 5% ownership interest in any single entity; or

e. salary, royalties or other payments that, when aggregated for the PI/PD and the investigator's spouse and dependent children, are not expected to exceed $10,000 during the prior twelve-month period.

The term "or other interest" means a non-financial benefit which results in a potential or real conflict of interest. The potential or real conflict of interest poses the same possible harms received from a financial conflict of interest such as bias due to personal gain. Such benefits may be received from a tangible or intangible personal benefit.

"Organizational conflicts of interest" means that because of relationships with a parent company, affiliate, or subsidiary organization, the non-Federal entity is unable or appears to be unable to be impartial in conducting a procurement action involving a related organization.

"Responsible representative" means the individual(s), named by the applicant/recipient organization, who is authorized to act on behalf of the applicant/recipient and to assume responsibility for the obligations imposed by federal laws, regulations, requirements, and conditions that apply to CMS grant awards.

Requirements:

The majority of CMS' grant programs are not supported by Public Health Service (PHS) funding; therefore, CMS is not subject to the requirements of 42 CFR Part 50, Subpart F, "Promoting Objectivity in Research." Notwithstanding, CMS expects grant activities (including research activities) to be free from bias by any conflicting interest of the PI/PD and any other person regardless of title or position, who is responsible for the design, conduct, or reporting of grant activities which may include collaborators or consultants.

Recipient's conflict of interest policies must reflect the following:

- Have a written and enforced administrative process to eliminate conflicting financial or other interests with respect to CMS grant/cooperative agreement funds awarded. This process should ensure:
    - The merits for determining a conflict of interest are clearly articulated in writing – i.e., the assigned reviewer(s) can reasonably determine that a significant or other interest could directly and significantly affect the design, conduct, or reporting of CMS-funded grant activities. This process should be inclusive of the appearance of such conflicts.
    - Each PI/PD discloses to a responsible representative of the Recipient all significant financial and/or other interests including personal relationships of the PI/PD (for example, PI/PD's spouse, dependent children, etc.): (i) that would reasonably appear to be affected by the grant activities funded or proposed for

funding by CMS; or (ii) in entities whose financial or other interests would reasonably appear to be affected by such activities.
    - One or more objective persons (1) reviews the potential conflict of interest; (2) determines whether a potential (appearance of) or real conflict of interest exists; and (3) Establishes what conditions, or restrictions, should be imposed to eliminate the conflict of interest.
    - This information is conveyed to the Responsible Representative for the organization who is designated to act on behalf of the applicable CMS award.

- Prior to expending funds under a new CMS award, the Responsible Representative must inform the applicable CMS Grants Management Specialist and Project Officer of any real or potential conflict of interest. The report must detail Recipient's plan to eliminate the conflict prior to spending CMS funding on the activities in question.
- Require that similar reports for subsequently identified conflicts be made within 30 days of identifying them. Funding for those specific activities should cease until the aforementioned steps are completed.
- Require that continual updates be made for any real or potential conflicts of interest not fully resolved. Recipient must make additional information available to the CMS Grants Management Specialist and Project Officer, upon request, as to how it is handling (or had handled) the real or potential conflict of interest.
- Recipients must maintain records of all disclosures and of all actions taken to resolve conflicts of interest for at least three years beyond the termination or completion of the grant to which they relate, or until the resolution of any CMS action involving those records, whichever is longer.
- The Recipient's policy must include adequate enforcement mechanisms, and provide for sanctions where appropriate.

Recipient may resolve such conflicts of interest through one or more of the following options outlined below. This is not an exhaustive list and Recipient may pursue other remedies.

- Modification of approved project to remove potential or real conflict of interest.
- Termination of agreement or other services that create potential or real conflict of interest.
- Removal of individuals with potential or real conflict of interest.
- Severance of relationships that create potential or real conflicts of interest.
- Divestiture of significant financial interests.

Recipient must ensure that CMS award funds are administered in accordance with conflict of interest policies that meet, at a minimum, the standards outlined above, inclusive of pass-through entities, subrecipients, contractors, or collaborators. Each entity must have its own policies in place that meet these requirements or mandate that the PIs/PDs working for such entities follow those of the Recipient.

Procurement:

The Recipient must also maintain written standards of conduct covering conflicts of interest and governing the actions of its employees engaged in the selection, award and administration of contracts in accordance with **45 CFR §75.327 General procurement standards**. No employee, officer, or agent may participate in the selection, award, or administration of a 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 a firm considered for a contract. The officers, employees, and agents of the non-Federal entity may neither solicit nor accept gratuities, favors, or anything of monetary value from contractors or parties to subcontracts. However, non-Federal entities may set standards for situations in which the financial interest is not substantial or the gift is an unsolicited item of nominal value. The standards of conduct must provide for disciplinary actions to be applied for violations of such standards by officers, employees, or agents of the non-Federal entity.

If the non-Federal entity has a parent, affiliate, or subsidiary organization that is not a state, local government, or Indian tribe, the non-Federal entity must also maintain written standards of conduct covering organizational conflicts of interest.

Centers for Medicare & Medicaid Services
Standard Grant/Cooperative Agreement Terms and Conditions
Attachment F

Award Term and Conditions for Recipient Integrity and Performance Matters

REPORTING OF MATTERS RELATED TO RECIPIENT INTEGRITY AND PERFORMANCE

1. General Reporting Requirement

If the total value of your currently active grants, cooperative agreements, and procurement contracts from all Federal awarding agencies exceeds $10,000,000 for any period of time during the period of performance of this Federal award, then you as the recipient during that period of time must maintain the currency of information reported to the System for Award Management (SAM) that is made available in the designated integrity and performance system (currently the Federal Awardee Performance and Integrity Information System (FAPIIS)) about civil, criminal, or administrative proceedings described in paragraph 2 of this award term and condition. This is a statutory requirement under section 872 of Public Law 110-417, as amended (41 U.S.C. 2313). As required by section 3010 of Public Law 111-212, all information posted in the designated integrity and performance system on or after April 15, 2011, except past performance reviews required for Federal procurement contracts, will be publicly available.

2. Proceedings About Which You Must Report

Submit the information required about each proceeding that:

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

b. Reached its final disposition during the most recent five year period; and

c. If one of the following:

(1) A criminal proceeding that resulted in a conviction, as defined in paragraph 5 of this award term and condition;

(2) A civil proceeding that resulted in a finding of fault and liability and payment of a monetary fine, penalty, reimbursement, restitution, or damages of $5,000 or more;

(3) An administrative proceeding, as defined in paragraph 5 of this award term and condition, that resulted in a finding of fault and liability and your payment of either a monetary fine or penalty of $5,000 or more or reimbursement, restitution, or damages in excess of $100,000; or

(4) Any other criminal, civil, or administrative proceeding if:

(i) It could have led to an outcome described in paragraph 2.c.(1), (2), or (3) of this award term and condition;

(ii) It had a different disposition arrived at by consent or compromise with an acknowledgement 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 this requirement in paragraph 1 of this award term and condition, you must report proceedings information through SAM for the most recent five year period, either to report new information about any proceeding(s) that you have not reported previously or affirm that there is no new information to report. Recipients that have Federal contract, grant, and cooperative agreement awards with a cumulative total value greater than $10,000,000 must disclose semiannually any information about the criminal, civil, and administrative proceedings.

5. Definitions

For purposes of this award term and condition:

a. Administrative proceeding means a non-judicial process that is adjudicatory in nature in order to make a determination of fault or liability (*e.g.*, Securities and Exchange Commission Administrative proceedings, Civilian Board of Contract Appeals proceedings, and Armed Services Board of Contract Appeals proceedings). This includes proceedings at the Federal and State level but only in connection with performance of a Federal contract or grant. It does not include audits, site visits, corrective plans, or inspection of deliverables.

b. Conviction, for purposes of this award term and condition, means a judgment or conviction of a criminal offense by any court of competent jurisdiction, whether entered upon a verdict or a plea, and includes a conviction entered upon a plea of nolo contendere.

c. Total value of currently active grants, cooperative agreements, and procurement contracts includes—

(1) Only the Federal share of the funding under any Federal award with a recipient cost share or match; and

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

Centers for Medicare & Medicaid Services
Standard Grant/Cooperative Agreement Terms and Conditions
Attachment G

Accessibility Provisions

CMS and its recipients are responsible for complying with federal laws regarding accessibility. The grantee may receive a request from a beneficiary or member of the public for information in accessible formats. All successful applicants under this announcement must comply with the following reporting and review activities regarding accessibility requests:

Accessibility Requirements:

1. Public Notification: If you have a public facing website, you shall post a message no later than **30** business days after award that notifies your customers of their right to receive an accessible format. Sample language may be found at: https://www.medicare.gov/about-us/nondiscrimination/nondiscrimination-notice.html. Your notice shall be crafted applicable to your program.

2. Processing Requests Made by Individuals with Disabilities:
    a. Documents:
        i. When receiving a request for information in an alternate format (e.g., Braille, Large print, etc.) from a beneficiary or member of the public, you must:
            1. Consider/evaluate the request according to civil rights laws.
            2. Acknowledge receipt of the request and explain your process within **2** business days.
            3. Establish a mechanism to provide the request.
        ii. If you are unable to fulfill an accessible format request, CMS may work with you in an effort to provide the accessible format as funding and resources allow. You shall refer the request to CMS within **3** business days if unable to provide the request. You shall submit the request, using encrypted e-mail (to safeguard any personally identifiable information), to the AltFormatRequest@cms.hhs.gov mailbox with the following information:
            1. The e-mail title shall read "Grantee (Organization) Alternate Format Document Request."
            2. The body of the e–mail shall include:
                a. Requester's name, phone number, e-mail, and mailing address.
                b. The type of accessible format requested, e.g., audio recording on compact disc (CD), written document in Braille, written document in large print, document in a format that is read by qualified readers, etc.

c. Contact information for the person submitting the e-mail – Organization (Grantee), name, phone number and e-mail.
d. The document that needs to be put into an accessible format shall be attached to the e-mail.
e. CMS may respond to the request and provide the information directly to the requester.

iii. The Grantee shall maintain record of all alternate format requests received including the requestor's name, contact information, date of request, document requested, format requested, date of acknowledgment, date request provided, and date referred to CMS if applicable. Forward quarterly records to the AltFormatRequest@cms.hhs.gov mailbox.

b. Services

i. When receiving a request for auxiliary aids and services (e.g., sign language interpreter) from a beneficiary or member of the public, you must:
1. Consider/evaluate the request according to civil rights laws.
2. Acknowledge receipt of the request and explain your process within **2** business days.
3. Establish a mechanism to provide the request.

ii. If you are unable to fulfill an accessible service request, CMS may work with you in an effort to provide the accessible service as funding and resources allow. You shall refer the request to CMS within **3** business days if unable to provide the service. You shall submit the request, using encrypted e-mail (to safeguard any personally identifiable information), to the AltFormatRequest@cms.hhs.gov mailbox with the following information:
1. The e-mail title shall read "Grantee (Organization) Accessible Service Request."
2. The body of the e–mail shall include:
a. Requester's name, phone number, e-mail, and mailing address.
b. The type of service requested (e.g., sign language interpreter and the type of sign language needed).
c. The date, time, address and duration of the needed service.
d. A description of the venue for which the service is needed (e.g., public education seminar, one-on-one interview, etc.)
e. Contact information for the person submitting the e-mail – Organization (Grantee), name, phone number and e-mail.
f. Any applicable documents shall be attached to the e-mail.
g. CMS will respond to the request and respond directly to the requester.

iii. The Grantee shall maintain record of all accessible service requests received including the requestor's name, contact information, date of request, service requested, date of acknowledgment, date service provided, and date referred to CMS if applicable. Forward quarterly records to the AltFormatRequest@cms.hhs.gov mailbox.

3. Processing Requests Made by Individuals with Limited English Proficiency (LEP):
    a. Documents:
        i. When receiving a request for information in a language other than English from a beneficiary or member of the public, you must:
            1. Consider/evaluate the request according to civil rights laws.
            2. Acknowledge receipt of the request and explain your process within **2** business days.
            3. Establish a mechanism to provide the request as applicable.
        ii. If you are unable to fulfill an alternate language format request, CMS may work with you in an effort to provide the alternate language format as funding and resources allow. You shall refer the request to CMS within **3** business days if unable to provide the request. You shall submit the request, using encrypted e-mail (to safeguard any personally identifiable information), to the AltFormatRequest@cms.hhs.gov mailbox with the following information:
            1. The e-mail title shall read "Grantee (Organization) Alternate Language Document Request."
            2. The body of the e–mail shall include:
                a. Requester's name, phone number, e-mail, and mailing address.
                b. The language requested.
                c. Contact information for the person submitting the e-mail – Organization (Grantee), name, phone number and e-mail.
                d. The document that needs to be translated shall be attached to the e-mail.
                e. CMS may respond to the request and provide the information directly to the requester.
        iii. The Grantee shall maintain record of all alternate language requests received including the requestor's name, contact information, date of request, document requested, language requested, date of acknowledgment, date request provided, and date referred to CMS if applicable. Forward quarterly records to the AltFormatRequest@cms.hhs.gov mailbox.
    b. Services
        i. When receiving request for an alternate language service (e.g., oral language interpreter) from a beneficiary or member of the public, you must:
            1. Consider/evaluate the request according to civil rights laws.
            2. Acknowledge receipt of the request and explain your process within **2** business days.
            3. Establish a mechanism to provide the request as applicable.
        ii. If you are unable to fulfill an alternate language service request, CMS may work with you in an effort to provide the alternate language service as funding and resources allow. You shall refer the request to CMS within **3** business days if unable to provide the service. You shall submit the

request, using encrypted e-mail (to safeguard any personally identifiable information), to the AltFormatRequest@cms.hhs.gov mailbox with the following information:

1. The e-mail title shall read "Grantee (Organization) Accessible Service Request."
2. The body of the e–mail shall include:
    a. Requester's name, phone number, e-mail, and mailing address.
    b. The language requested.
    c. The date, time, address and duration of the needed service.
    d. A description of the venue for which the service is needed (e.g., public education seminar, one-on-one interview, etc.)
    e. Contact information for the person submitting the e-mail – Organization (Grantee), name, phone number and e-mail.
    f. Any applicable documents shall be attached to the e-mail.
    g. CMS will respond to the request and respond directly to the requester.

iii. The Grantee shall maintain record of all alternate language service requests received including the requestor's name, contact information, date of request, language requested, service requested, date of acknowledgment, date service provided, and date referred to CMS if applicable. Forward quarterly records to the AltFormatRequest@cms.hhs.gov mailbox.

Please contact the CMS Office of Equal Opportunity and Civil Rights for more information about accessibility reporting obligations at AltFormatRequest@cms.hhs.gov.