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

These terms and conditions apply to all funded award actions issued on or after April 1, 2025

GENERAL

1. **Recipient**. The Recipient named on the Notice of Award (NoA) in field #1 is the non-federal entity that receives a federal award directly from CMS to carry out an activity under this Federal program.

   Recipients must comply with all terms and condition of their awards, including:
   (a) These Standard Terms and Conditions;
   (b) Recipient Specific Terms and Conditions, if applicable
   (c) Program Terms and Conditions
   (d) requirements of the authorizing statutes and implementing regulations for the program under which the award is funded
   (e) applicable requirements or limitations in appropriations acts
   (f) terms and conditions included in the HHS Grants Policy Statement (HHS GPS - revised 4/16/2025.pdf) in effect at the time of a new, noncompeting continuation, or renewal award, or supplemental award
   (g) the **HHS Administrative and National Policy Requirements**
   (h) applicable HHS grant regulations including **45 CFR 75**, and portions of 2 CFR Part 200
   (i) any policies or requirements specific to the award; and
   (j) any requirements included in the Notice of Funding Opportunity (NOFO).

2. **Acceptance of Application & Terms of Agreement.** By drawing or otherwise obtaining funds from the U.S. Department of Health and Human Services (DHHS) Payment Management System (PMS), the recipient:

   (a) acknowledges and accepts the terms and conditions of the award
   (b) is obligated to perform in accordance with the requirements of the award; and
   (c) certifies that proper financial management controls and accounting systems, to include personnel policies and procedures, have been established to adequately administer Federal awards and the funds drawn down.

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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.

Additionally, by accepting this award, including the obligation, expenditure, or drawdown of award funds, recipient certifies as follows:

For Programs that could implicate **Title IX** (i.e., awards to or for school, colleges, universities, 4-H programs, non-governmental organization (NGO) programs, sports programs, and education-related awards to prisons or other detention facilitates):

- Recipient is compliant with Title IX of the Education Amendments of 1972, as amended, 20 U.S.C. §§ 1681 et seq., including the requirements set forth in Presidential Executive Order 14168 titled Defending Women from Gender Ideology Extremism and Restoring Biological Truth to the Federal Government, and Title VI of the Civil Rights Act of 1964, 42 U.S.C. §§ 2000d et seq., and Recipient will remain compliant for the duration of the Agreement.
- The above requirements are conditions of payment that go to the essence of the Agreement and are therefore material terms of the Agreement.
- Payments under the Agreement are predicated on compliance with the above requirements, and therefore Recipient is not eligible for funding under the Agreement or to retain any funding under the Agreement absent compliance with the above requirements.
- Recipient acknowledges that this certification reflects a change in the government's position regarding the materiality of the foregoing requirements and therefore any prior payment of similar claims does not reflect the materiality of the foregoing requirements to this Agreement.
- Recipient acknowledges that a knowing false statement relating to Recipient's compliance with the above requirements and/or eligibility for the Agreement may subject Recipient to liability under the False Claims Act, 31 U.S.C. § 3729, and/or criminal liability, including under 18 U.S.C. §§ 287 and 1001.

Civil Rights Assurance

Recipients must comply with all applicable Federal anti-discrimination laws material to the government's payment decisions for purposes of 31 U.S.C. § 372(b)(4).

(1) Definitions. As used in this clause –

(a) DEI means "diversity, equity, and inclusion."

(b) DEIA means "diversity, equity, inclusion, and accessibility."

(c) Discriminatory equity ideology has the meaning set forth in Section 2(b) of Executive Order 14190 of January 29, 2025.

(d) Discriminatory prohibited boycott means refusing to deal, cutting commercial relations, or otherwise limiting commercial relations specifically with Israeli companies or with companies doing business in or with Israel or authorized by, licensed by, or organized under the laws of Israel to do business.

(e) Federal anti-discrimination laws means Federal civil rights law that protect individual Americans from discrimination on the basis of race, color, sex, religion, and national origin.

(2) Grant award certification.

(a) By accepting the grant award, recipients are certifying that:

(i) They do not, and will not during the term of this financial assistance award, operate any programs that advance or promote DEI, DEIA, or discriminatory equity ideology in violation of Federal anti-discrimination laws; and
(ii) They do not engage in, and will not during the term of this award engage in, a discriminatory prohibited boycott.

(3) HHS reserves the right to terminate financial assistance awards and claw back all funds if the recipients, during the term of this award, operate any program in violation of Federal anti-discriminatory laws or engages in prohibited boycott.

If the recipient cannot accept the terms, the recipient must notify the Grants Management Officer (GMO) within thirty (30) days of receipt of this award notice. Once an award is accepted by a recipient, the contents of the NoA are binding on the recipient unless and until modified by a revised NoA signed by the GMO.

3. **Funding for Recipients.** All funding provided under this award must be used by the Recipient exclusively for the program referenced in the NoA and described in the NOFO and outlined in the Recipient's approved application. This includes any approved revisions, as applicable, made subsequent to the Recipient's approved application.
    - Funds available to pay allowable costs during the period of performance include both Federal funds awarded and approved carryover balances.
    - Federal award funds must supplement, not replace (supplant) non-federal funds. All recipients who receive awards under programs must ensure that federal funds do not supplant funds that have been budgeted for the same purpose through non-federal sources. Applicants or award recipients may be required to demonstrate and document that a reduction in non-federal resources occurred for reasons other than the receipt of expected receipt of federal funds.

4. **Recipient Roles and Responsibilities.**
    - PI/PD is defined as:
        - the individual(s) employed and designated by the recipient to direct the project or program being supported by the award. The PI/PD is responsible and accountable to officials of the recipient organization for the proper conduct of the project, program, or activity, whether or not they receive salaries or compensation under the award.

    - AOR: The AOR is an employee of the recipient and has authority to act for the organization. The AOR is responsible for meeting award requirements, properly managing the award, and providing oversight. The AOR's signature on a grant application guarantees that the information in the application is correct and the organization is responsible for following all requirements.

    - Key Personnel:
      The PI/PD and other individuals who contribute to the programmatic development or execution of a project in a substantive, measurable way, whether or not they receive salaries or compensation under the award.

5. **Uniform Administrative Requirements, Cost Principles, and Audit Requirements.** The NoA issued is subject to the administrative requirements, cost principles, and audit requirements that govern Federal monies associated with this award, as applicable, in the Uniform Guidance – 2 Code of Federal Regulations (CFR) § 200 as codified by HHS at 45 CFR § 75. HHS will adopt eight provisions from the recently updated 2 CFR 200. The eight provisions with an effective date of October 1, 2024, are all provisions that HHS has either previously announced that it has already adopted, or that have been amended by OMB to provide additional flexibilities for recipients and subrecipients:

   - **2 CFR 200.1 – Modified Total Direct Cost Definition - Calculating Indirect Costs**: Increases from $25,000 to $50,000 the amount of subawards that recipients can apply to their indirect rate.

   - **2 CFR 200.1 and 200.313(e)(1) - Equipment**: Increased thresholds for the purchase and disposition of equipment from $5,000 to $10,000." Additionally, **2 CFR 200.313(b)** clarifies that Indian Tribes must use their own procedures for use, management, and disposal of equipment. If they do not have procedures, then they must follow the ordinary guidance.

   - **2 CFR 200.1 and 200.314(a) - Unused Supplies**: Increases from $5,000 to $10,000 the purchase and disposition value of unused supplies.

   - **2 CFR 200.320 – Micro-purchase Threshold**: Increases the micro-purchase threshold to $50,000.[3]

   - **2 CFR 200.333 - Fixed Amount Subawards**: Increases from $250,000 to $500,000 the amount of fixed amount subawards that a recipient may provide with prior written approval from the Federal agency.

   - **2 CFR 200.344 – Closeout**: Increases the time period for recipients to submit final reports in support of closeout of the award from 90 to 120 days.[4]

   - **2 CFR 200.414(f) - De Minimis Indirect Cost Rate**: Increases indirect cost de minimis rate from 10% to 15%. Note that this does not apply to HHS Training or Foreign awards, for which HHS proposes to maintain a modification that caps the de minimis at 8%.

   - **2 CFR 200.501 - Single Audit**: Increased single or program-specific audit threshold from $750,000 to $1,000,000.

6. **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

[3] This provision has already been adopted by HHS by operation of law, Pub. L. No. 115-91, and OMB Memorandum 18-18. It is included to be clear that this regulation is in force for HHS.
[4] This provision has already been adopted by HHS. See 88 FR 63591 (Sept. 15, 2023). It is included to be clear that this regulation is in force for HHS.

fraud, waste, or abuse under grants and cooperative agreements as well as the HHS OIG website HHS OIG website.-Information may also be submitted by email 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.

7. **Medicare and Medicaid anti-kickback** statute is hereby incorporated by reference: **42 U.S.C. § 1320a-7b**.

8. **Payment.** The Division of Payment Management 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.

   When requesting payment, please include 2-3 sentences that clearly explains and justifies how the requested funds relate to your approved budget cost categories. Be sure to reference the appropriate category (e.g., Personnel, Travel, Contractual), and describe the activity associated with the expense. Do not include Personally Identifying Information (PII) in your request.

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

9. **GrantSolutions and email addresses.** Recipients must maintain an active account with GrantSolutions (GS) to communicate, receive, and obtain documentation from CMS. If the designated Recipient Authorized Organizational Representative (AOR) and Project Director (PD) do not already have accounts in GS, they must contact GS immediately upon receipt of award to complete a user account form. Any change in personnel with access to GS, must also be communicated to CMS and GS staff so that the key responsible individuals are current and correct within the GS system.

10. **Reservation of Rights.** Nothing contained in this Award 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 OIG, 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 Award or any other provision of law. The Award shall not be construed to bind any Government agency except CMS, and this Award 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.

ADMINISTRATIVE AND NATIONAL POLICY REQUIREMENTS

11. Prior Approval Requirements. CMS anticipates that the recipient may need to modify the recipient's award budget or other aspects of its approved application during performance to accomplish the award's programmatic objectives. In general, recipients are allowed a certain degree of latitude to rebudget within and between budget categories to meet unanticipated needs and to make other types of post-award changes, provided that the changes still meet the statutory program requirements and the regulatory requirements under 45 CFR 75, as applicable.

Items that require prior approval (i.e. formal written approval) from the GMO, as stated in the Terms and Conditions of Award and HHS grant regulation 45 CFR 75, must be submitted in writing. Based on the nature, extent, and timing of the request, the GMO may approve, deny, or request additional material to further document and evaluate your request.

A Recipient must request approval of post-award changes to its award through submission of an amendment in GS (based upon the applicable change request). Only an amended NoA signed by the GMO is considered valid approval. Verbal authorization is not approval and is not binding on CMS. Recipients who proceed without prior approval, do so at their own risk.

Amendment Type guidance:

- If a budget revision/change request impacts more than one budget category, utilize Revision (Budget) amendment type.
- If budget revision change request only impacts one budget category, utilize Revision (NoA Other) amendment type.
- If the change requested does not match a possible amendment type from the selection list in GS, utilize Revision (NoA Other) amendment type.

Prior approval is **required** for but is not limited to:

- Changes in Key Personnel and Level of Effort,
- Budget Revisions (see also Standard Term and Condition #11. *Revision of Budget and Program Plans*),
- Changes in Scope,
- Carryover Requests,
- Travel Requests (as detailed below),

- For attendance at any conference[5], 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.
- **Note:** 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***.

- Purchase of Technology
  - 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 GMO (regardless of acquisition cost).
  - **Note:** All technology items, regardless of classification as equipment or supply must still be individually tagged and recorded in an equipment/technology data. This database should include any information necessary to properly identify and locate the item. For example, serial # and location of equipment (e.g. laptops, tablets, etc.).
- No Cost Extensions;
- Lifting of Funding Restrictions;
- Removal of Non-Compliance Plans;
- Any costs to support rearrangement, alteration, reconversion, or capital expenditures (refer to 45 CFR §§75.439 and 75.462).

Activities that require prior approval are further detailed in HHS grant regulation 45 CFR § 307 and §474 and the HHS Grant Policy Statement.

12. **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 of the regulation or as stated in these Standard Terms and Conditions. Additionally, in accordance with §75.308(e), CMS requires prior approval for budget revisions 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

[5] 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."

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.

- Recipients with total costs below the simplified acquisition threshold may transfer up to 25% of the total current budget approved within and between approved direct cost categories per budget period without prior approval.
- CMS must review and approve rebudgeting among direct cost categories or programs, functions and activities of 25% or more of total costs of the last approved budget period (for the current budget period) for all federal awards.
- Once the rebudgeting threshold is reached, the recipient must request prior approval for all additional changes during that budget period.

13. **Conflict of Interest Policies.** Recipient must comply with the conflict-of-interest policy requirements outlined in **Attachment A** to these Standard Terms and Conditions. See also **45 CFR §75.112**.

14. **Bankruptcy.** If Recipient or one of its subrecipients enters bankruptcy proceedings, 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) within five (5) days of initiation of the proceedings. 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.

15. **Prohibition on certain telecommunications and video surveillance services or equipment.** **2 CFR 200.216** is incorporated herein by reference.

16. **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, click here.

    Recipients may not draw funds from PMS, 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. Recipients, subrecipients, 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.

17. **Privacy and Security of Health Information.** The Recipient shall put all appropriate regulatory, administrative, technical, and physical safeguards in place before applicable program activities begin to protect the privacy and security of individually identifiable health information. In doing so, regardless of whether it is a covered entity (CE) or business associate (BA) as those terms are defined under the HIPAA Privacy Rule, the Recipient shall ensure its own and its subrecipients' and contractors' policies and procedures are at least as stringent (i.e., protective of privacy) as those governing the use and disclosure of protected health information by HIPAA CEs and their BAs under 45 CFR parts 160 and 164. The Recipient and its subrecipients should consult with their own counsel and refer to the HIPAA guidance materials for further information about the requirements in 45 CFR Parts 160 and 164.

18. **Employee Whistleblower Protections.** Federal law mandates that all Federal contractors, subcontractors, recipients, subrecipients, or personal services contractors, must inform their employees in writing of the rights and remedies provided under this section, in the predominant native language of the workforce. For more information click **here**.

19. **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 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).

The recipient must include this mandatory disclosure requirement in all subawards and contracts under this award.

20. **Suspension and Debarment Regulations.** **45 CFR §75.213** is incorporated herein by reference.

21. **FY 2025 Appropriations Provision.** The Department of Health and Human Services (HHS), operates under the Full-Year Continuing Appropriations and Extensions Act, 2025 (Public Law 119-4), signed on March 15, 2025. This Act (CR) continues government operations through September 30, 2025, at the Fiscal Year (FY) 2024 enacted level.

    The Full-Year Continuing Appropriations and Extensions Act, 2025 (Public Law 119-4) applies the terms and conditions of the Consolidated Appropriations Act, 2024. Recipients must still otherwise review and comply with applicable General Provisions under Division D, Title II, for the DHHS (see General Provisions 202-241) and applicable General Provisions under Title V (see General Provisions 501-531 for the Departments of Labor, Health and Human Services and Education) included within the Appropriations Law (**H.R.2882**, for the Departments of Labor, Health and Human Services, and Education). 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.

    Salary Limitations: As is noted under Division D, 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. Recipients may pay salaries at a rate higher than the Executive Level II if the amount beyond the HHS salary cap is paid with non-HHS funds. Since the Executive Level II rate and HHS Appropriations Act citation changes each year, HHS refers to the most recent information posted on the Office of Personnel Management (OPM) website at 2025 Executive Level II Pay Scale.

22. **Cybersecurity.** If award funding involves ongoing and consistent access to HHS owned or operated information or operational technology systems, and the handling of personal identifiable information (PII) or personal health information (PHI) obtained from the awarding HHS agency for the purposes of executing the award, then recipients or subrecipients shall develop plans and procedures, modeled after the NIST Cybersecurity framework, to protect HHS systems and data. Recipient cybersecurity plans and procedures **must** at minimum include the following:

- Develop cybersecurity plans and procedures, modeled after the **NIST Cybersecurity framework**, to protect HHS systems and data:

    - Identify:
        - Develop an inventory of all assets and accounts with access to HHS owned and operated information or operational technology systems or which obtain PII or PHI for the purposes of the award.

    - Protect:
        - Limit access to HHS owned and operated systems to only those in need of access to complete reward activities.
        - Require all staff to complete annual cybersecurity and privacy awareness training. Visit **405(d): Knowledge on Demand (hhs.gov)** to obtain free trainings, if needed.
        - Enable multifactor authentication for all employees, subrecipients, and third party entities to access HHS owned and operated information or operational technology systems.
        - Regularly backup sensitive data and test backups.

    - Detect:
        - Install anti-virus or anti-malware software on all devices, servers, and accounts used to connect to HHS owned and operated systems.

    - Respond:
        - Develop an incident response plan. See **Incident-Response-Plan-Basics_508c.pdf (cisa.gov)** to learn about developing incident response plans.
        - Have cybersecurity incident reporting procedures that ensure the relevant HHS awarding agencies are notified of a cybersecurity incident within 48 hours of discovery. A cybersecurity incident is defined as an unplanned interruption to a technology service or reduction in the quality of a technology service, or an occurrence that actually or potentially jeopardizes the confidentiality, integrity, or availability of an information system or the information the system processes, stores, or transmits.

    - Recover:
        - Investigate incidents and plug any security gaps identified.

COST PRINCIPLES

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) the eight adopted provisions of 2 CFR 200 identified in Standard Term and Conditions #4
(2) the cost principles for Hospitals subject to Appendix IX to Part 75, and
(3) the cost principles for commercial (for-profit) organizations subject to 48 CFR subpart 31.2[6].

Guidelines for determining direct and indirect (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-Appendix IX to Part 75.

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, to negotiate an indirect cost rate. Otherwise, for-profit organizations are limited to the 15% de minimis rate in accordance with 2 CFR § 200.414(f).

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

- Pre-award costs.
- Meeting matching requirements for any other federal funds or local entities.
- Services, equipment, or supports that are the legal responsibility of another party under federal, state, or tribal law such as vocational rehabilitation or education services. 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.
- Goods or services not allocable to the approved project.
- Supplanting existing state, local, tribal, or private funding of infrastructure or services, such as staff salaries.
- Construction.
- Capital expenditures for improvements to land, buildings, or equipment that materially increase their value or useful life as a direct cost except with the prior written approval.
- The cost of independent research and development, including their proportionate share of indirect costs in accordance with 45 CFR §75.476.
- 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.
- Funds related to any activity designed to influence the enactment of legislation, appropriations, regulation, administrative action, or executive order proposed or

[6] 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. The cost principles in 45 CFR 75, Appendix IX, determine allowable costs under CMS grants to proprietary hospitals.

pending before the Congress or any state government, state legislature or local legislature or legislative body.
    - Per 45 CFR §75.215, Recipients are subject to the restrictions on lobbying as set forth in 45 CFR §93.
    - Recipients must also comply with lobbying restrictions outlined in the applicable Appropriations Law.

- Other than for normal and recognized executive-legislative relationships or participation by an agency or officer of a state, local, or tribal government in policymaking and administrative processes within the executive branch of that government, funding awarded under this NOFO may not be used for:
    - Paying the salary or expenses of any grant recipient, or agent acting for such recipient, related to any activity designed to influence the enactment of legislation, appropriations, regulation, administrative action, or executive order proposed or pending before the Congress or any state government, state legislature, or local legislature or legislative body.
    - Lobbying, but awardees can lobby at their own expense if they can segregate federal funds from other financial resources used for lobbying.
- Certain telecommunications and video surveillance equipment. See 2 CFR 200.216.
- Costs of promotional items and memorabilia, including models, gifts, and souvenirs;
- Costs of advertising and public relations designed solely to promote the non-Federal entity.
- Meals unless in limited circumstances such as:
    - Subjects and patients under study;
    - Where specifically approved as part of the project or program activity (not recipient 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.

For guidance on some types of costs that we restrict or do not allow, see 45 CFR part 75, General Provisions for Selected Items of Cost.

POST AWARD MONITORING AND REPORTING

25. Continued funding is contingent on satisfactory progress, compliance with the terms and conditions, and the availability of funds. The NoA identifies the period of performance, which may include multiple 12-month budget periods. If a period of performance is comprised of multiple budget periods, the recipient must submit a non-competing continuation application each year as a prerequisite to continued funding.

Recipients must demonstrate satisfactory performance during the previous funding cycle(s) to be issued additional year funding; or, in the case of multi-year awards where all funding is issued in the first year, to ensure continued access to funding. Recipients should refer to the NOFO and Program Terms and Conditions for additional information on satisfactory progress.

Additionally, as is noted in 45 CFR Part 75, CMS annually conducts a review of risks posed by applicants prior to award (recipients should review the factors in their entirety at §75.205). At-risk recipients, including those which do not comply with reporting requirements or have outstanding audit findings, may not receive a non-competing continuation award.

Alternatively, recipients could receive decreased funding, or their award could be terminated in accordance with **45 CFR 75.372 (*Termination*)** if they are non-compliant with the terms and conditions of award.

26. Reporting Requirements. Recipients must comply with the reporting requirements outlined in the Standard **and** Program Terms and Conditions of award. The general information and guidance for financial and programmatic reporting provided below supplements the specifics included in the Program Terms and Conditions.

A. PROJECT AND DATA INTEGRITY

Recipient must 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 PO 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 requested by the CMS PO, 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 must 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.

B. SYSTEM OF AWARD MANAGEMENT (SAM) AND UNIVERSAL ENTITY IDENTIFIER (UEI) REQUIREMENTS

This award is subject to the requirements of **2 CFR part 25, Appendix A** which is specifically incorporated herein by reference. Recipient must maintain current information in SAM, at all times when an award is active or if there is an application pending review. Recipient must review and update the information **at least once a year** after the initial registration to remain active, and more frequently if required by changes in the information. This requirement flows down to subrecipients and contractors under awards or subawards. As part of its SAM registration and renewal process,

Recipient must also complete or update its **Responsibility/Qualification (R/Q)** reporting to reflect information about its civil, criminal, or administrative proceedings. **Applicants/recipients must answer "Yes" to question #1 (shown below) of the Proceedings question in SAM.gov to view and answer all relevant questions**.

- Is your business or organization, as represented by the Unique Entity ID on this entity registration, responding to a Federal procurement opportunity that contains the provision at FAR 52.209-7, subject to the clause in FAR 52.209-9 in a current Federal

contract**, or** applying for a Federal grant opportunity which contains the award term and condition described in 2 C.F.R. 200 Appendix XII?

C. SUBAWARD REPORTING AND EXECUTIVE COMPENSATION (FFATA)

This award is subject to the reporting requirements of the Federal Funding Accountability and Transparency Act of 2006 (Public Law 109-282), as implemented by **2 CFR Part 170**. Requirements include:

A. First tier subaward reporting of $30,000 or more in federal funds. Due no later than 30 days after issuance of subaward.
B. Executive compensation reporting, if required, as referenced in 2 CFR Part 170. Due no later than 30 days after issuance of subaward.

D. FINANCIAL REPORTING

HHS recipients must record recipient expenses in real-time as well as submit quarterly, semi-annual, or annual expenditure Federal Financial Reports (FFRs) as described below and stipulated in the Program Terms and Conditions of Award. Instructions on how to complete the FFR can be found here. (after logging onto PMS)

- Quarterly and semi-annual expenditure reports are due no later than 30 days following the applicable 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.
- Final FFRs are due no later than 120 days following the period of performance end date.
    - 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.
    - Additionally, Recipient must liquidate all obligations incurred under the award not later than 120 days after the end of the period of performance. This deadline may be extended with prior written approval from the CMS Grants Management Specialist.

E. PROGRAMMATIC REPORTING

See **2 CFR §200.301**, *Performance Measurement*, and Program Terms and Conditions for specific details on required information.

Submission of Progress Reports to PMS
Recipients must submit progress reports to GrantSolutions via the Performance Progress Report (PPR) module.

Recipients with the following roles can view, edit, and electronically submit the PPR:
• Recipient's Authorized Organizational Representative (AOR)

• Principal Investigator/Program Director (PI/PD) assigned to the Award

The CMS Project Officer will either accept or return the PPR to the Recipient for additional information or clarification. The cooperative agreement will not be considered complete and in accordance with the applicable terms and conditions of award until all required reports have been accepted by the CMS Project Officer.

F. STEVENS AMENDMENT

When issuing statements, press releases, publications, requests for proposals, bid solicitations, and other documents – such as toolkits, resource guides, websites, and presentations – describing the projects or programs funded in whole or in part with HHS funds, the recipient must clearly state:

(1) the percentage and dollar amount of the total costs of the program or project funded with Federal money; and
(2) the percentage and dollar amount of the total costs of the project or program funded by non-governmental sources.

Acknowledgement of Support
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).

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 & 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 & 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.

(a) **Review by CMS.** Recipient shall submit the following to the CMS PO 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.
- 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 DHHS 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.

G. USE OF DATA AND WORK PRODUCTS (REPORTING)

At any phase of the project, including the project's conclusion, the Recipient, if so requested by the CMS PO, 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 (PI/PD) and the CMS PO. 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/cooperative agreement 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.

If the PI/PD determines through this research that a significant new finding has been developed, he/she will communicate it to the CMS PO before formal dissemination to the general public. The Recipient shall notify CMS of research conducted for publication.

H. ANNUAL PROPERTY REPORTING.

45 CFR §75.319, *Federally-owned and exempt property*, is incorporated herein by reference. Recipient must submit annually an inventory listing of Federally-owned property in its custody to CMS.

I. 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 120 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 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. DHHS in support of research and research-related activities. For further guidance, please see the HHS GPS: *Patents and Inventions* and *Inventions Reporting*.

J. AUDIT REPORTING (SEE 2 CFR 200.501).

A non-Federal entity that expends $1,000,000 or more during the non-Federal entity's FY in Federal awards must have a single or program-specific audit conducted for that year and submit an audit reporting package to the Federal Audit Clearinghouse (FAC). 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 FY end date).

For questions and information concerning the FAC submission process, please contact the FAC (entity which assists Federal cognizant and oversight agencies in obtaining audit data and reporting packages) at 888-222-9907 or click here.

For-profits including for-profit hospitals) should consult 45 CFR §75.216 for limitations on profit and program income. Consult 2 CFR 200.501(i) and your Grants Management Specialist.

Audits for for-profit organizations with HHS programs must be sent to:

- the HHS Audit Resolution Division (ARD) via email at For-Profit_Audit@hhs.gov
- copy to CMS KC_OIG_Audit <KC_OIG_Audit@cms.hhs.gov>
- copy to the Grants Management Specialist identified in Federal Awarding Agency box #9 on the NoA.

  All for-profit organization audit submission questions should be sent to ARD via email at AuditResolution@hhs.gov.

Do not send audits for commercial organizations (for-profits) to the FAC.

SUBRECIPIENT PASS-THROUGH REQUIREMENTS

The recipient can provide a portion of the direct award to other organizations, called subrecipients, to accomplish the goals and objectives of the award. In this case, the recipient becomes a pass-through entity and the subrecipient's award is called a subaward. As a recipient, you must ensure the applicable general terms and conditions stated in this document flow down to subrecipients.

The recipient is **completely** legally and financially responsible for **all** aspects of this award including funds provided to subrecipients, in accordance with 45 CFR §75.351 –75.352, Subrecipient monitoring and management.

27. **Subaward Reporting.** Refer to Standard Term and Condition, 26. (C) *Subaward Reporting and Executive Compensation (FFATA)*.

28. **Affirmative Duty to Track All Parties to the Award**. Recipient must at a minimum regularly track all subrecipients, including subrecipient key personnel as well as subcontractors in SAM.gov.

As provided in 2 CFR part 180 and implemented in 2 CFR part 376, the recipient must check SAM.gov as follows to ensure that it does not make a subaward to an entity that is debarred, suspended, or ineligible:

- For all first-tier subawards regardless of potential value. Agencies must also require first tier- subrecipients and lower-tier subrecipients to check SAM.gov and
- For all first-tier procurement contracts with a value of $25,000 or more and all lower tiers of subcontracts under covered non-procurement transactions (2 CFR 376.220).

The purpose of this affirmative duty is to track all parties that include health care, commercial, non-profit, and other people and entities to report immediately to the CMS 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 GS within **thirty (30) days** from the start of the award and must be maintained in real time throughout the award.

29. **Pass Through Entities, Subrecipients, and Contractors.** **45 CFR §75.351, *Subrecipient and contractor determinations***, and **45 CFR §75.352, *Requirements for pass-through entities***, are incorporated herein by reference.

    Recipient must monitor the activities of the subrecipient as necessary to ensure that the subaward is used for authorized purposes, in compliance with Federal statutes, regulations, and the terms and conditions of the subaward; and that subaward performance goals are achieved.

30. **Subrecipient Equal Treatment.** **45 CFR Part 87** is incorporated herein by reference.

REMEDIES FOR NONCOMPLIANCE

31. **Non-compliance**. **45 CFR §75.207, *Specific award conditions***, and **45 CFR §75.371, *Remedies for noncompliance***, are incorporated herein by reference.

32. **Termination.** **45 CFR §75.372, *Termination***. is incorporated herein by reference.

    CMS and the recipient may terminate the award through mutual agreement, in which case the two parties must agree upon the termination conditions, including the effective date and, in the case of partial termination, the portion to be terminated. Alternatively, the recipient may

notify CMS, or the pass-through entity, setting forth the reasons for such termination, the effective date, and in the case of partial termination, the portion to be terminated.

CMS may terminate any award for material noncompliance. Material noncompliance 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.

CLOSEOUT

33. **Withdrawal.** If the Recipient decides to withdraw from this award prior to the end of the period of performance, 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.

34. **Disposition of Federally Owned Property, Equipment, and Residual Unused Supplies.** Upon completion (or early termination) of a project, Recipient must take appropriate disposition actions.

    Recipient must complete and submit the **SF-428 Cover Letter**, **SF-428-B Tangible Personal Property Report, Final Report.** 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.
    - 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 $10,000 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. Otherwise, disposition instructions are here § 200.313 Equipment **§ 200.314 Supplies.**

35. **Records Retention.** **45 CFR §75.361** is incorporated herein by reference.

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

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.