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

These terms and conditions apply to all funded award actions issued on or after October 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 conditions of their NoAs, 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 NoA is funded
   (e) applicable requirements or limitations in appropriations acts
   (f) terms and conditions included in the HHS Grants Policy Statement **HHS GPS - effective 10/1/2025** in effect at the time of a new, noncompeting continuation, or renewal, or supplemental awards
   (g) the **HHS Administrative and National Policy Requirements**
   (h) Statutory and national policy requirements in 2 CFR 300.300
   (i) applicable grant regulations in **2 CFR 200** and 2 CFR 300
   (j) any policies or requirements specific to the award; and
   (k) 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.

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

[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.

By applying for or accepting federal funds from HHS, recipients certify compliance with all federal antidiscrimination laws and these requirements and that complying with those laws is a material condition of receiving federal funding streams. Recipients are responsible for ensuring subrecipients, contractors, and partners also comply.

The Recipient hereby agrees that it will comply with **Title VI of the Civil Rights Act of 1964**, as amended (codified at 42 U.S.C. 2000d et seq.), and all requirements imposed by or pursuant to the Regulation of the Department of Health and Human Services (45 CFR Part 80); **Section 504 of the Rehabilitation Act of 1973**, as amended (codified at 29 U.S.C. 794), and all requirements imposed by or pursuant to the Regulation of the Department of Health and Human Services (45 CFR Part 84); **Title IX of the Education Amendments of 1972**, as amended (codified at 20 U.S.C. § 1681 et seq.) and all requirements imposed by or pursuant to the Regulation of the Department of the Health and Human Services (45 CFR Part 86); The **Age Discrimination Act of 1975**, as amended (codified at 42 U.S.C. § 6101 et seq.), and all requirements imposed by or pursuant to the Regulation of the Department of Health and Human Services (45 CFR Part 91); and **Section 1557 of the Patient Protection and Affordable Care Act**, as amended (codified at 42 U.S.C. § 18116), and all requirements imposed by or pursuant to the Regulation of the Department of the Health and Human Services (45 CFR Part 92).

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 NoA.
- The above requirements are conditions of payment that go to the essence of the NoA and are therefore material terms of the NoA.
- Payments under the NoA are predicated on compliance with the above requirements, and therefore Recipient is not eligible for funding under the NoA or to retain any funding under the NoA 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 NoA.

Recipient acknowledges that a knowing false statement relating to Recipient's compliance with the above requirements and/or eligibility for the NOA 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 **18 U.S.C. § 1001**.

If the recipient cannot accept the terms and conditions of this NoA, the recipient must notify the Grants Management Officer (GMO), in writing, within thirty (30) days of the issue date of this NoA in accordance with the **HHS Grant Policy Statement (GPS) 2.6.1: Accepting the Award**. 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. **Court Orders**. Any term or condition in this NoA, including those incorporated by reference, that HHS is enjoined by court order from imposing or enforcing shall not apply or be enforced as to any recipient or subrecipient to which that court order applies and while that court order is in effect.

4. **Cooperative Agreements**. 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. Your NoA states whether the funding mechanism is a grant or cooperative agreement.

5. **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.

6. **Recipient Roles and Responsibilities.**
    - PI/PD: The PI/PD is 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 they receive salaries or compensation under the award.

7. **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 NoA, as applicable, in the Uniform Guidance – **2 CFR 200** and 2 CFR 300.

   In accordance with 2 CFR 300.106, the Department of Health and Human Services adopts the Office of Management and Budget (OMB) guidance in 2 CFR part 200, with the additions included in this part (part 300) and part 376 of this chapter. Thus, this part gives regulatory effect to the OMB guidance and supplements the guidance as needed for the Department.

8. **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**. 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.

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

10. **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.

    Recipients must indicate which approved activity(ies) from the budget category(ies) identified on the SF-424A Form (e.g., personnel, supplies) that the payment request will cover. Also include the amount requested for each budget category. 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.

For Federal Payment requirements, refer to **2 CFR 200.305, Federal Payment** as well as 2 CFR 300.305.

11. **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 key personnel, must also be communicated to CMS and GS staff so that the key responsible individuals are current and correct within the GS system.

12. **Reservation of Rights.** Nothing contained in this NoA 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 NoA shall not be construed to bind any Government agency except CMS, and this NoA 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

13. **Prior Approval Requirements.** CMS anticipates that the recipient may need to modify the recipient's NoA budget or other aspects of its approved application during performance to accomplish the award's programmatic objectives. In general, recipients are permitted 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 **2 CFR 200** and 2 CFR 300, as applicable.

    Items that require prior approval (i.e. formal written approval) from the GMO, as stated in the Terms and Conditions of the NoA and HHS grant regulations 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, 14. *Revision of Budget and Program Plans*);
- Changes in Scope;
- Carryover Requests;
- No Cost Extensions;
- Lifting of Funding Restrictions;
- Removal of Non-Compliance Plans;
- Equipment and other capital expenditures **2 CFR 200.439**
- Rearrangement and reconversion costs **2 CFR 200.462**

Activities that require prior approval are further detailed in HHS grant **2 CFR 200.407, Prior written approval (prior approval)**, **2 CFR 200.308, Revision of budget and program plans**, and the HHS Grants Policy Statement.

14. **Revision of Budget and Program Plans.** Recipients must consult and comply with requirements outlined under **2 CFR 200.308, Revision of budget and program plans**.

    In accordance with **2 CFR 200.308(i), Transfer of Funds**, 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 ($350,000) 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.

15. **Travel Costs.** Recipients must comply with the requirements in **2 CFR 200.475.**

16. **Conflict of Interest Policies.** Recipient must comply with the conflict-of-interest policy requirements outlined **here**. See also **2 CFR 200.112** and 2 CFR 300.112.

17. **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.

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

19. **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.

20. **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 Part 160** and **45 CFR Part 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.

21. **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**.

22. **Mandatory Disclosures.** Consistent with **2 CFR 200.113, Mandatory disclosures**, applicants and recipients must promptly disclose, 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 promptly 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 must 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 **2 CFR 200.339, Remedies for noncompliance**, including suspension or debarment (See **2 CFR 200 Part 180** & **2 CFR 200 Part 376** and **31 U.S.C. 3321**).

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

23. **Suspension and Debarment Regulations.** **2 CFR 200.214** is incorporated herein by reference.

    Appropriations Provision. The Department of Health and Human Services (HHS), operates under Appropriations and Extensions Acts, as applicable, each fiscal year.
    Recipients must review and comply with applicable General Provisions for the Department of Health and Human Services included within the Appropriations Law for the current fiscal year. 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: 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** (January 1, 2025 – December 31, 2025).

24. Cybersecurity. You must create a cybersecurity plan if your project involves both of the following conditions:

- You have ongoing access to HHS information or technology systems.
- You handle personal identifiable information (PII) or personal health information (PHI) from HHS.

See the **HHS Administrative and National Policy Requirements** for full information.

25. Health Information Technology (HIT) Interoperability Language. Recipient is subject to the Health Information Technology and Interoperability requirements stated **here**.

COST PRINCIPLES

CMS recipients and subrecipients must comply with the cost principles set forth in HHS regulations at 2 CFR 200, Subpart E. Recipients and subrecipients must also use these principles as a guide in pricing fixed-price contracts and subcontracts when costs are used in determining the appropriate price. Hospitals must follow **Appendix IX to 2 CFR 300**. **Principles for Determining Costs Applicable to Research and Development Under Grants and Contracts with Hospitals.**

For-profit recipients are subject to 48 CFR subpart 31.2[2]. For more detailed information on applicability and exemptions, refer to **2 CFR 200.401**.

Guidelines for determining direct and indirect (F&A) costs charged to Federal awards are provided in **2 CFR 200 Direct and Indirect Costs** and **Special considerations for States, Local Governments, and Indian tribes**. 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 200.

[2] There are no cost principles specifically applicable to grants to for-profit organizations. Therefore, the cost principles 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 cost principles, **allowable travel costs** may not exceed those established by the FTR.

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)**.

26. Prohibited Uses of Grant or Cooperative Agreement Funds. The following list contains costs that are unallowable for all CMS programs. Recipients must 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 2 CFR 300.477.
- Profit to any recipient even if the recipient is a 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 pending before the Congress or any state government, state legislature or local legislature or legislative body. See also **45 CFR part 93**, **2 CFR 200.450, Lobbying,** and 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 recipients 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 **2 CFR 200, General Provisions for Selected Items of Costs**.

POST AWARD MONITORING AND REPORTING

27. Continued funding is contingent on satisfactory progress, compliance with the terms and conditions, program authority, 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 2 CFR 200, CMS annually conducts a review of risks posed by applicants prior to award (recipients should review the factors in their entirety at **2 CFR 200.206, Federal agency review of risk posed by applicants**). 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 subject to the provisions at **2 CFR 200.340, Termination** if they are non-compliant with the terms and conditions of award. See also Standard Term and Condition, 34. *Termination*.

28. Reporting Requirements. Recipients must comply with the reporting requirements outlined in the Recipients Specific, Standard **and** Program Terms and Conditions of the NoA. 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

Recipients must protect the confidentiality of all project-related information that includes personally identifying information.

The Recipient must 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. See also **200.315(b), Intangible Property**.

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

This NoA 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 to Part 200, Award Term and Condition for Recipient Integrity and Performance Matters**?

C. SUBAWARD REPORTING AND EXECUTIVE COMPENSATION (FFATA)

This NoA 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 $40,000 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 NoA 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 grant or cooperative agreement is not considered complete and in accordance with the applicable terms and conditions of the NoA 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 HHS 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 (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, must 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 NoA 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.

2 CFR 200.312, 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 **2 CFR 200.448, Intellectual Property**, 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 *Invention Reporting*.

J. AUDIT REPORTING (SEE 2 CFR 200.501, Audit requirements).

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 2 CFR 300.218 for limitations on profit and program income.

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 at **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 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 NoA including funds provided to subrecipients, in accordance with **2 CFR 200, Subpart D, Subrecipient monitoring and management**.

29. Subaward Reporting. Refer to Standard Term and Condition, 28.(C) *Subaward Reporting and Executive Compensation (FFATA)*.

30. Affirmative Duty to Track All Parties to the Award. Recipient must at a minimum regularly track all subrecipients, including subrecipient key personnel and 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 **$40,000** 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 NoA 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 NoA that may include subrecipients. This list shall be provided to CMS as a Grant Note/Message in GS within **thirty (30) days** from the start of the award and must be maintained in real time throughout the NoA.

31. **Pass Through Entities, Subrecipients, and Contractors.** **2 CFR 200.331, Subrecipient and contractor determinations**, and **2 CFR 200.332, 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.

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

REMEDIES FOR NONCOMPLIANCE

33. **Non-compliance**. **2 CFR 200.208, Specific conditions**, and **2 CFR 200.339, Remedies for noncompliance**, are incorporated herein by reference.

34. **Termination.** This NoA is subject to the termination provisions at **2 CFR 200.340**. Pursuant to 2 CFR 200.340, the recipient agrees by accepting this NoA that continued funding for the award is contingent upon:
    - the availability of appropriated funds,
    - recipient satisfactory performance,
    - compliance with the Terms and Conditions of the award, and

- to the extent authorized by law, if CMS determines that the award no longer effectuates program goals or agency priorities.

In accordance with 200.340(c), if CMS terminates the Federal award prior to the end of the period of performance due to the recipient's material failure to comply with the terms and conditions of the Federal award, CMS must report the termination in SAM.gov. 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

35. **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 and submitted as a Revision (NoA Other) amendment in GrantSolutions. 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.

36. **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** and the **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.**

37. Records Retention. **2 CFR 200.334, Records retention requirements** is incorporated herein by reference.