1. DATE ISSUED MM/DD/YYYY	2. CFDA NO.	3. ASSISTANCE TYPE
05/31/2018	93.624	Cooperative Agreement

1a. SUPERSEDES AWARD NOTICE dated
except that any additions or restrictions previously imposed remain in effect unless specifically rescinded

4. GRANT NO.	5. ACTION TYPE
1G1CMS331630-01-00 Formerly 1G1CMS331404	New

6. PROJECT PERIOD	MM/DD/YYYY		MM/DD/YYYY
From	06/01/2018	Through	01/31/2019

7. BUDGET PERIOD	MM/DD/YYYY		MM/DD/YYYY
From	06/01/2018	Through	01/31/2019

Department of Health and Human Services
Centers for Medicare & Medicaid Services
Office of Acquisitions and Grants Management
7500 Security Boulevard
Baltimore, MD 21244

NOTICE OF AWARD

AUTHORIZATION (Legislation/Regulations)
SEC 4360 OBRA of 1990

8. TITLE OF PROJECT (OR PROGRAM)
State Innovation Models: Round Two of Funding for Design and Test Assistance

9a. GRANTEE NAME AND ADDRESS
State of Connecticut Office of Health Strategy
410 Capitol Ave
Hartford, CT 06106-1367

9b. GRANTEE PROJECT DIRECTOR
Mark Schaefer
410 Capitol Avenue
PO Box 340308
Hartford, CT 06106
Phone: 860-331-2461

10a. GRANTEE AUTHORIZING OFFICIAL
Ms. Victoria Veltri
450 Capitol Ave
Hartford, CT 06106-1365
Phone: 860-524-7386

10b. FEDERAL PROJECT OFFICER
Christina Crider
7500 Security Boulevard
Baltimore, MD 21244
Phone: 4107863900

ALL AMOUNTS ARE SHOWN IN USD

11. APPROVED BUDGET (Excludes Direct Assistance)

I	Financial Assistance from the Federal Awarding Agency Only	
II	Total project costs including grant funds and all other financial participation	II
a.	Salaries and Wages	798,841.00
b.	Fringe Benefits	609,365.00
c.	Total Personnel Costs	1,408,206.00
d.	Equipment	0.00
e.	Supplies	103,718.00
f.	Travel	24,937.00
g.	Construction	0.00
h.	Other	1,454.00
i.	Contractual	20,168,574.46
j.	TOTAL DIRECT COSTS →	21,706,889.46
k.	INDIRECT COSTS	0.00
l.	**TOTAL APPROVED BUDGET**	21,706,889.46
m.	Federal Share	21,706,889.46
n.	Non-Federal Share	0.00

12. AWARD COMPUTATION

a. Amount of Federal Financial Assistance (from item 11m)	21,706,889.46
b. Less Unobligated Balance From Prior Budget Periods	0.00
c. Less Cumulative Prior Award(s) This Budget Period	0.00
d. **AMOUNT OF FINANCIAL ASSISTANCE THIS ACTION**	21,706,889.46
13. Total Federal Funds Awarded to Date for Project Period	21,706,889.46

14. RECOMMENDED FUTURE SUPPORT
(Subject to the availability of funds and satisfactory progress of the project):

YEAR	TOTAL DIRECT COSTS	YEAR	TOTAL DIRECT COSTS
a. 2		d. **5**	
b. 3		e. **6**	
c. 4		f. **7**	

15. PROGRAM INCOME SHALL BE USED IN ACCORD WITH ONE OF THE FOLLOWING ALTERNATIVES:
a. DEDUCTION
b. ADDITIONAL COSTS
c. MATCHING
d. OTHER RESEARCH (Add / Deduct Option)
e. OTHER *(See REMARKS)*

b

16. THIS AWARD IS BASED ON AN APPLICATION SUBMITTED TO, AND AS APPROVED BY, THE FEDERAL AWARDING AGENCY ON THE ABOVE TITLED PROJECT AND IS SUBJECT TO THE TERMS AND CONDITIONS INCORPORATED EITHER DIRECTLY OR BY REFERENCE IN THE FOLLOWING:
a. The grant program legislation
b. The grant program regulations.
c. This award notice including terms and conditions, if any, noted below under REMARKS.
d. Federal administrative requirements, cost principles and audit requirements applicable to this grant.

In the event there are conflicting or otherwise inconsistent policies applicable to the grant, the above order of precedence shall prevail. Acceptance of the grant terms and conditions is acknowledged by the grantee when funds are drawn or otherwise obtained from the grant payment system.

REMARKS (Other Terms and Conditions Attached - [X] Yes [ ] No)
See next page

GRANTS MANAGEMENT OFFICIAL: **Michelle Feagins, Grants Management Officer**

17. OBJ CLASS 4158	18a. VENDOR CODE 106000798Q8	18b. EIN 066000798	19. DUNS 080974802	20. CONG. DIST. 01
FY-ACCOUNT NO.	**DOCUMENT NO.**	**ADMINISTRATIVE CODE**	**AMT ACTION FIN ASST**	**APPROPRIATION**
21. a. 8-5990300	b. 1G1331630A	c. **SIM**	d. $21,706,889.46	e. 75X0522
22. a.	b.	c.	d.	e.
23. a.	b.	c.	d.	e.

REMARKS:

This Notice of Award approves the Grant (1G1CMS331404) Transfer from the Office of Health Advocate (OHA) to the new Office of Health Strategy (OHS)per the application submitted May 1, 2018.

This Notice of Award approves the lifting of restrictions in the amount of $4,056,787.08, per the application submitted May 1, 2018.

1. Personnel - $798,841
2. Fringe - $609,365
3. Supplies - $103,718
4. Contractual - $2,543,408.62
5. Other - $1,454

Restriction of Funds - The Recipient may not draw down funds in the amount of $17,650,102.38 The following budget line items are restricted until the required information is provided and prior approval is granted by CMS.

1. Travel - $24,937
2. Contractual - $17,625,165.38

Please refer to the following Award Attachments: Standard Terms & Conditions and Program Terms & Conditions.

AWARD ATTACHMENTS

State of Connecticut Office of Health Strategy 1G1CMS331630-01-00

1. Standard Terms and Conditions UPDATED FINAL 1_25_2018.pdf
2. 2018-6-1 SIM R2 - AY1 (Name Change) CT FINAL Program Terms and Conditions.docx

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

  ii. **Within 3 business days of submission of the audit reporting package to FAC**, provide certification (to include evidence of submission) to the CMS Grants Management Specialist (GMS);

  OR

  Within 90 days following the non-Federal entity's fiscal year end date, recipients must certify in writing to the CMS GMS that their entity did not expend more than $750,000 during their fiscal year. Records must still be available for review or audit by appropriate officials of CMS, pass-through entity, and Government Accountability Office (GAO).

  iii. Certifications must be uploaded to GrantSolutions as a Grant Note labeled "Audit Certification."

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

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

  Commercial Organizations (including for-profit hospitals) have two options regarding audits, as outlined in 45 CFR §75.501 (see also 45 CFR §75.216).

- Special Provisions for Awards to Commercial (For-Profit) Organizations as Recipients. Commercial (For-Profit) Organizations should refer to 45 CFR §75.216 *Special Provisions for Awards to Commercial Organizations as Recipients*, for limitations on profit and program income and available options regarding audits.

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

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

7. **Revision of Budget and Program Plans.** Recipients must consult and comply with requirements outlined under 45 CFR §75.308, *Revision of budget and program plans*. Please note that CMS is not waiving any prior approval requirements outlined in this section. Additionally, in accordance with §75.308(e), CMS requires prior approval where the transfer of funds among direct cost categories or programs, functions and activities in which the Federal share of the project exceeds the Simplified Acquisition Threshold ($150,000) and the cumulative amount of such transfers exceeds or is expected to exceed 10 percent of the total budget as last approved. CMS cannot permit a transfer that would cause any Federal appropriation to be used for purposes other than those consistent with the appropriation.

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

    - Capital expenditures means expenditures to acquire capital assets or expenditures to make additions, improvements, modifications, replacements, rearrangements, reinstallations, renovations, or alterations to capital assets that **materially increase their value or useful life** (refer to 45 CFR §75.2, *Definitions*).
    - Capital assets means tangible or intangible assets used in operations having a useful life of more than one year which are capitalized in accordance with Generally Accepted Accounting Principles (GAAP). Capital assets include:
        (1) Land, buildings (facilities), equipment, and intellectual property (including software) whether acquired by purchase, construction, manufacture, lease-purchase, exchange, or through capital leases; and
        (2) Additions, improvements, modifications, replacements, rearrangements, reinstallations, renovations or alterations to capital assets that materially

increase their value or useful life (not ordinary repairs and maintenance). (refer to 45 CFR §75.2, *Definitions*)

- Maintenance and Repair Costs: Costs incurred for utilities, insurance, security, necessary maintenance, janitorial services, repair, or upkeep of buildings and equipment (including Federal property unless otherwise provided for) which neither add to the permanent value of the property nor appreciably prolong its intended life, but keep it in an efficient operating condition, are allowable. Costs incurred for improvements which add to the permanent value of the buildings and equipment or appreciably prolong their intended life must be treated as capital expenditures. These costs are only allowable to the extent not paid through rental or other agreements (refer to 45 CFR §75.452).

9. **Conference and Travel Costs.** For attendance at any conference[4], including those sponsored by CMS, recipients must submit a detailed breakdown of costs associated with attending the conference for prior written approval. All costs must be individually itemized. This breakdown should include all costs associated with travel to the conference and a brief narrative explaining the program related purpose/how attending the conference will further the objectives of the program. As noted in 45 CFR §75.432, *Conferences*, allowable conference costs paid by the non-Federal entity as a sponsor or host of the conference may include rental of facilities, speakers' fees, costs of meals and refreshments[5], local transportation, and other items incidental to such conferences. Conference hosts/sponsors must exercise discretion and judgment in ensuring that conference costs are appropriate, necessary and managed in a manner that minimizes costs to the Federal award. All federally funded travel must be tracked through a travel log which includes: traveler/position, destination, length of stay, mileage, per diem, reason for the trip, airfare, and any other reimbursable expenses. Recipients must also consult and comply with requirements outlined under 45 CFR §75.474, *Travel Costs*.

10. **Technology Costs.** As defined in 45 CFR §75.2, *Definitions*, equipment means tangible personal property (including information technology systems), having a useful life of more than one year and a per-unit acquisition cost which equals or exceeds the lesser of the capitalization level established by the non-Federal entity for financial statement purposes, or $5,000. Supplies means all tangible personal property other than those described in *Equipment*. A computing device is a supply if the acquisition cost is less than the lesser of the capitalization level established by the non-Federal entity for financial statement purposes or $5,000, regardless of the length of its useful life. See also the definitions in 45 CFR §75.2 of *Capital assets, Computing devices, General purpose equipment, Information technology systems,* and *Special purpose equipment*. All technology items, regardless of classification as equipment or supply must still be individually tagged and recorded in an

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

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

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

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

equipment/technology database. This database should include any information necessary to properly identify and locate the item. For example: serial # and physical location of equipment (e.g. laptops, tablets, etc.). **In addition, purchase of Technology items (both those classified as equipment and those classified as supplies), over and above that which is already approved in the budget must be approved by the Grants Management Specialist (regardless of acquisition cost).**

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

    - To match any other Federal funds.
    - To provide services, equipment, or supports that are the legal responsibility of another party under Federal, State, or Tribal law (e.g., vocational rehabilitation or education services) or under any civil rights laws. Such legal responsibilities include, but are not limited to, modifications of a workplace or other reasonable accommodations that are a specific obligation of the employer or other party.
    - To provide goods or services not allocable to the approved project.
    - To supplant existing State, local, tribal, or private funding of infrastructure or services, such as staff salaries, etc.
    - To be used by local entities to satisfy State matching requirements.
    - To pay for construction.
    - To pay for capital expenditures for improvements to land, buildings, or equipment which materially increase their value or useful life as a direct cost except with the prior written approval of the Federal awarding agency.
    - In accordance with 45 CFR §75.476, the cost of independent research and development, including their proportionate share of indirect costs, are unallowable.
    - In accordance with 45 CFR §75.216(b), except for grants awarded under the Small Business Innovative Research (SBIR) and Small Business Technology Transfer Research (STTR) programs (15 U.S.C. 638), no HHS funds may be paid as profit to any recipient even if the recipient is a commercial (for-profit) organization. Profit is any amount in excess of allowable direct and indirect costs.

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

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

FINANCIAL REPORTING

Quarterly Financial Reporting
Recipient must report, on a quarterly basis, cash transaction data via the Payment Management System (PMS) using the Federal Financial Report (SF-425 or FFR) form. The FFR combines the information that grant recipients previously provided using two forms: the Federal Cash Transactions Report (PSC-272) and the Financial Status Report (SF-269). Cash transactions data is reflected through completion of lines 10a-10c on the FFR. Recipient must include information on indirect costs if approved as part of grant award. The quarterly FFR is due within (30) days after the end of each quarter. Reporting deadlines are outlined below.

For disbursement activity during the months of:	The FFR is due on:
October 1 through December 31 (1st Quarter)	January 30
January 1 through March 31 (2nd Quarter)	April 30
April 1 through June 30 (3rd Quarter)	July 30
July 1 through September 30 (4th Quarter)	October 30

Instructions on how to complete the FFR can be found at:
https://pms.psc.gov/resources_and_training/ffrtraining.html

Semi-Annual, Annual, and Final Expenditure Reporting
Recipient must also report on Federal expenditures, Recipient Share (if applicable), and Program Income (if applicable and/or allowable) at least annually. Frequency of expenditure reporting, whether semi-annually or annually, is stipulated in the Program Terms and Conditions of award. This information is reflected through completion of lines 10.d through 10.o of the FFR. Recipient must complete an online FFR form via the GrantSolutions.gov FFR module (not the Payment Management System as is used for quarterly FFRs) to comply with expenditure reporting requirements.[6] As appropriate, all parts of the form (lines 1-9 and 10.d-13) must be completed except for lines 10.a-10.c. Recipient must include information on indirect costs if approved as part of grant award. GrantSolutions can be accessed via the following link https://www.grantsolutions.gov.

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 except for line items 10.a through 10.c. Final, federal cash information (lines 10.a through 10.c) will be reported to the Payment Management System based upon the quarterly schedule established for submission of these reports (see *Quarterly Financial Reporting* section within this term and condition). The final expenditure report cannot show any unliquidated obligations.

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

[6] The use of the dual systems is not applicable for those entities engaged in a pilot program with PMS.

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

PROGRAMMATIC REPORTING

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

TANGIBLE PERSONAL PROPERTY REPORTING

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

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

PATENTS AND INVENTIONS

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

applicable to grants and cooperative agreements issued by the U.S. Department of Health & Human Services in support of research and research-related activities. For further guidance, please see the HHS Grants Policy Statement: *Patents and Inventions* and *Inventions Reporting*.

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

    The PMS funds request process enables Recipients to request funds using a Personal Computer with an Internet connection. The funds are then delivered to the recipient via Electronic Funds Transfer (EFT). If you are a new grant recipient, please go to https://pms.psc.gov/grant_recipients/pmsaccessproc.html to find information to register in PMS. If you need further help with that process, please contact the One-DHHS Help Desk via email at pmssupport@psc.gov or call (877) 614-5533 for assistance.

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

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

16. **Public Reporting.** When issuing statements, press releases, requests for proposals, bid solicitations, and other documents describing the project funded in whole or in part with Federal money, all Recipients receiving Federal funds, including but not limited to State , local, tribal governments and recipients of Federal research grants, shall clearly state: (1) the percentage of the total costs of the program or project which will be financed with Federal money; (2) the dollar amount of Federal funds for the project or program; and (3) the percentage and dollar amount of the total costs of the project or program that is financed by nongovernmental sources.

17. **System of Award Management and Universal Identifier Requirements**. This award is subject to the requirements of 2 CFR part 25, Appendix A which is specifically incorporated herein by reference. For the full text of 2 CFR part 25, refer to **Attachment A** to these Standard Terms and Conditions. To satisfy these requirements, Recipient must maintain an active registration in the System for Award Management (SAM) database. Please consult the SAM website (https://www.sam.gov/) for more information.

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

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

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

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

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

23. **Accessibility Provisions Section 504.** Recipients of federal financial assistance (FFA) from Health and Human Services (HHS) must administer their programs in compliance with federal civil rights laws. This means that recipients of HHS funds must ensure equal access to their programs without regard to a person's race, color, national origin, disability, age and, in some circumstances, sex and religion. It is HHS' duty to ensure access to quality, culturally competent care, including long-term services and supports, for vulnerable populations.

    HHS provides guidance to recipients of FFA on meeting their legal obligation to take reasonable steps to provide meaningful access to their programs by persons with limited

English proficiency. In addition, recipients of FFA have specific legal obligations for serving qualified individuals with disabilities by providing information in alternate formats.

Several sources of guidance are provided below:
http://www.hhs.gov/civil-rights/for-individuals/index.html
http://www.hhs.gov/regulations/index.html
https://minorityhealth.hhs.gov/
http://www.hhs.gov/civil-rights/for-individuals/section-1557/index.html
http://www.hhs.gov/civil-rights/for-individuals/disability/index.html

Recipient should review and comply with the Accessibility Requirements outlined in **Attachment G,** to these terms and conditions.

Please contact the HHS Office for Civil Rights for more information about obligations and prohibitions under federal civil rights laws at https://www.hhs.gov/ocr/index.html or call 1-800-368-1019 or TDD 1-800-537-7697.

24. **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. Information also may be submitted by email to hhstips@oig.hhs.gov or by mail to Office of the Inspector General, U.S. Department of Health & Human Services, Attn: HOTLINE, 330 Independence Ave., SW, Washington, DC 20201. Such reports are treated as sensitive material and submitters may decline to give their names if they choose to remain anonymous.

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

    HHS requires Recipients and others involved in grant/cooperative agreement-supported research to take appropriate actions to protect the confidentiality of information about and the privacy of individuals participating in the research. Investigators, IRBs, and other appropriate entities must ensure that policies and procedures are in place to protect identifying information and must oversee compliance with those policies and procedures.

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

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

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

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

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

All publications, press announcements, posters, oral presentations at meetings, seminars, and any other information-dissemination format, including but not limited to electronic/digital media that is related to this project must include a formal acknowledgement of support from the U.S. Department of Health & Human Services, citing the Funding Opportunity Number as identified on the Funding Opportunity Announcement (FOA) as follows: "The project described was supported by Funding Opportunity Number CMS-XXX-XX-XXX [insert number from FOA] from the U.S. Department of Health & Human Services, Centers for Medicare & Medicaid Services." Recipient also must include a disclaimer stating that "The contents provided are solely the responsibility of the authors and do not necessarily represent the official views of HHS or any of its agencies." One copy of each publication, regardless of format, resulting from work performed under an HHS project must accompany the annual or final progress report submitted to CMS.

During the project period and for six (6) months after completion of the project, the Recipient shall provide sixty (60) days prior notice to the CMS Project Officer of any 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. In the course of this research, whenever the Principal Investigator/Project Director determines that a significant new finding has been developed, he/she will communicate it to the CMS Project Officer before formal dissemination to the general public. The Recipient shall notify CMS of research conducted for publication.

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

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

29. **Implementation of United States v. Windsor and Interpretation of Familial Relationship Terminology.** In any grant-related activity in which family, marital, or household considerations are, by statute or regulation, relevant for purposes of determining beneficiary eligibility or participation, grantees must treat same-sex spouses, marriages, and households on the same terms as opposite-sex spouses, marriages, and households, respectively. By "same-sex spouses," HHS means individuals of the same sex who have entered into marriages that are valid in the jurisdiction where performed, including any of the 50 states, the District of Columbia, or a U.S. territory or in a foreign country, regardless of whether or not the couple resides in a jurisdiction that recognizes same-sex marriage. By "same-sex marriages," HHS means marriages between two individuals validly entered into in the jurisdiction where performed, including any of the 50 states, the District of Columbia, or a U.S. territory or in a foreign country, regardless of whether or not the couple resides in a jurisdiction that recognizes same-sex marriage. By "marriage," HHS does not mean registered domestic partnerships, civil unions or similar formal relationships recognized under the law of the jurisdiction of celebration as something other than a marriage.

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

31. **Withdrawal.** If the Recipient decides to withdraw from this award prior to the end of the project period, it must provide written notification (both hard copy and via email) to the CMS Grants Management Specialist at least fifteen (15) days in advance of the date of official withdrawal and termination of these terms. The letter must be signed by the AOR and other appropriate individuals with authority. CMS will not be liable for any withdrawal close-out

costs that are borne by the Recipient. Recipients have three (3) days to return all unused grant funds.

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

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

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

    AND

    U.S. Department of Health & Human Services
    Office of Inspector General
    ATTN: Mandatory Grant Disclosures, Intake Coordinator
    330 Independence Avenue, SW, Cohen Building
    Room 5527
    Washington, DC 20201

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

    Failure to make required disclosures can result in any of the remedies described in 45 CFR §75.371, *Remedies for noncompliance*, including suspension or debarment (See 2 CFR parts 180 & 376 and 31 U.S.C. 3321).

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

34. **Suspension and Debarment Regulations.** Recipient must comply with 45 CFR §75.213, which states that non-federal entities and contractors are subject to the non-procurement debarment and suspension regulations implementing Executive Orders 12549 and 12689 at 2

CFR parts 180 and 376. These regulations restrict awards, subawards and contracts with certain parties that are debarred, suspended or otherwise excluded from or ineligible for participation in Federal assistance programs or activities.

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

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

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

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

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

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

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

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

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

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

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

42. **Nondiscrimination.** The Recipient and Subrecipients will comply with all Federal statutes relating to nondiscrimination. These include but are not limited to: (a) Title VI of the Civil Rights Act of 1964 (P.L. 88-352) which prohibits discrimination on the basis of race, color or national origin; (b) Title IX of the Education Amendments of 1972, as amended (20 U.S.C.§§1681-1683, and 1685-1686), which prohibits discrimination on the basis of sex; (c) Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. §794), which prohibits discrimination on the basis of handicaps; (d) the Age Discrimination Act of 1975, as amended (42 U.S.C. §§6101-6107), which prohibits discrimination on the basis of age; (e) the Drug Abuse Office and Treatment Act of 1972 (P.L. 92-255), as amended, relating to nondiscrimination on the basis of drug abuse; (f) the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (P.L. 91-616), as amended, relating to nondiscrimination on the basis of alcohol abuse or alcoholism; (g) §§523 and 527 of the Public Health Service Act of 1912 (42 U.S.C. §§290 dd-3 and 290 ee- 3), as amended, relating to confidentiality of alcohol and drug abuse patient records; (h) Title VIII of the Civil Rights Act of 1968 (42 U.S.C. §§3601 et seq.), as amended, relating to nondiscrimination in the sale, rental or financing of housing; (i) any other nondiscrimination provisions in the specific statute(s) under which application for Federal assistance is being made; and, (j) the requirements of any other nondiscrimination statute(s) which may apply to the application.

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

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

44. FY 2016 Appropriations Provision. U.S. Department of Health & Human Services (HHS) recipients must comply with all terms and conditions outlined in their grant award(s), including grant policy terms and conditions contained in applicable HHS Grants Policy Statements, and requirements imposed by program statutes and regulations, Executive Orders, and HHS grant administration regulations, as applicable; as well as any requirements or limitations in any applicable appropriations acts.

This award is subject to the "Consolidated Appropriations Act, 2016," Public Law 114-113, signed on December 18, 2015. As is noted under Division H, Title II, General Provisions, Section 202, none of the funds appropriated in this title shall be used to pay the salary of an individual, through a grant or other extramural mechanism, at a rate in excess of Executive Level II. This salary cap applies to direct salaries and to those salaries covered under indirect costs, also known as facilities and administrative (F & A) costs[7].

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

APPENDIX A TO PART 25—AWARD TERM

I. SYSTEM FOR AWARD MANAGEMENT AND UNIVERSAL IDENTIFIER REQUIREMENTS

A. Requirement for System for Award Management

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

B. Requirement for unique entity identifier

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

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

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

C. Definitions

For purposes of this award term:

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

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

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

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

b. A foreign public entity;

c. A domestic or foreign nonprofit organization;

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

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

4. *Subaward:*

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

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

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

5. *Subrecipient* means an entity that:

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

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

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

Award Term – Trafficking in Persons

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

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

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

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

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

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

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

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

        A. Associated with performance under this award; or

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

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

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

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

    i. Associated with performance under this award; or

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

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

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

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

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

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

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

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

1. "Employee" means either:

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

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

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

3. “Private entity”:

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

    ii. Includes:

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

        B. A for-profit organization.

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

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

I. Reporting Subawards and Executive Compensation.

a. *Reporting of first-tier subawards*.

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

2. *Where and when to report*.

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

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

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

b. *Reporting Total Compensation of Recipient Executives*.

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

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

ii. in the preceding fiscal year, you received –

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

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

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

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

i. As part of your registration profile at http://www.sam.gov/portal/public/SAM/.

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

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

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

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

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

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

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

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

i. To the recipient.

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

d. *Exemptions*

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

i. Subawards, and

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

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

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

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

ii. A foreign public entity;

iii. A domestic or foreign nonprofit organization;

iv. A domestic or foreign for-profit organization;

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

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

3. *Subaward*:

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

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

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

4. *Subrecipient* means an entity that:

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

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

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

i. Salary and bonus.

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

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

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

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

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

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Pilot Program for Enhancement of Contractor Employee Whistleblower Protections

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

Federal Acquisition Regulations

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

3.908 Pilot program for enhancement of contractor employee whistleblower protections

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

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

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

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

2. Entities to whom disclosure may be made.

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

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

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

Contract clause:

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

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

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

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

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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.

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Award Term and Conditions for Recipient Integrity and Performance Matters

REPORTING OF MATTERS RELATED TO RECIPIENT INTEGRITY AND PERFORMANCE

1. General Reporting Requirement

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

2. Proceedings About Which You Must Report

Submit the information required about each proceeding that:

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

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

c. If one of the following:

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

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

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

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

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

(ii) It had a different disposition arrived at by consent or compromise with an acknowledgement of fault on your part; and

(iii) The requirement in this award term and condition to disclose information about the proceeding does not conflict with applicable laws and regulations.

3. Reporting Procedures

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

4. Reporting Frequency

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

5. Definitions

For purposes of this award term and condition:

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

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

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

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

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

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Accessibility Provisions

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

Accessibility Requirements:

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

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

d. The document that needs to be put into an accessible format shall be attached to the e-mail.
e. CMS may respond to the request and provide the information directly to the requester.

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

b. Services

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

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

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

3. Processing Requests Made by Individuals with Limited English Proficiency (LEP):
a. Documents:

i. When receiving a request for information in a language other than English from a beneficiary or member of the public, you must:
    1. Consider/evaluate the request according to civil rights laws.
    2. Acknowledge receipt of the request and explain your process within **2** business days.
    3. Establish a mechanism to provide the request as applicable.

ii. If you are unable to fulfill an alternate language format request, CMS may work with you in an effort to provide the alternate language format as funding and resources allow. You shall refer the request to CMS within **3** business days if unable to provide the request. You shall submit the request, using encrypted e-mail (to safeguard any personally identifiable information), to the AltFormatRequest@cms.hhs.gov mailbox with the following information:
    1. The e-mail title shall read "Grantee (Organization) Alternate Language Document Request."
    2. The body of the e–mail shall include:
        a. Requester's name, phone number, e-mail, and mailing address.
        b. The language requested.
        c. Contact information for the person submitting the e-mail – Organization (Grantee), name, phone number and e-mail.
        d. The document that needs to be translated shall be attached to the e-mail.
        e. CMS may respond to the request and provide the information directly to the requester.

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

b. Services

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

ii. If you are unable to fulfill an alternate language service request, CMS may work with you in an effort to provide the alternate language service as funding and resources allow. You shall refer the request to CMS within **3** business days if unable to provide the service. You shall submit the request, using encrypted e-mail (to safeguard any personally identifiable information), to the AltFormatRequest@cms.hhs.gov mailbox with the following information:

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

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

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

State Innovation Models:
Funding for Model Design and Testing Assistance

Cooperative Agreement Award to the State of Connecticut for Model Testing Assistance

Program Terms & Conditions

1. **The HHS/CMS Center for Medicare & Medicaid Innovation (CMMI) Program Official.** The Program Official assigned with responsibility for technical and programmatic questions from the Recipient is Dr. Stephen S. Cha (email is Stephen.Cha@cms.hhs.gov and telephone is 410-786-1876.)

2. **The CMS Grants Management Specialist.** The Grants Management Specialist assigned with responsibility for the financial and administrative aspects (non-programmatic areas) of cooperative agreement administration questions from the Recipient is Gabriel Nah in the Division of Grants Management (email is Gabriel.Nah@cms.hhs.gov and telephone is 301-492-4482).

3. **Statutory Authority.** This award is issued under the authority of Section 1115A of the Social Security Act as added by Section 3021 of the Patient Protection and Affordable Care Act (P.L. 111-148), hereinafter referred to as the Affordable Care Act (ACA). By receiving funds under this award, the Recipient assures CMS that it will carry out the program as authorized and will comply with the terms and conditions and other requirements of this award.

4. **Budget and Project Period.** The project period for the State Innovation Models Round Two Testing Award is from June 1, 2018 through January 31, 2019.[1]

[1] Per Recipient's letter dated April 30, 2018, Recipient has submitted an application to accept transfer of a State Innovation Models Round Two Testing Award. This award originally included a 12-month pre-implementation period and three separate 12-month Testing periods: Model Testing Year 1, Model Testing Year 2, and Model Testing Year 3 (for a total of 48 months). With extensions provided for both the pre-implementation period and the first year of Model Testing, Recipient will resume this project during the second year of Model Testing. The end date for the transferred award is January 31, 2019. With acceptance of this transferred award, Recipient must complete Model Testing for Year 2 (remaining 8-month period) and request funds to fulfill requirements for Model Testing Year 3. To receive funds for Model Testing Year 3, Recipient must submit a non-competing continuation application by December 3, 2018. Recipient must request a non-competing continuation award by submitting the required cooperative agreement documents (i.e. SF-424, SF-424A, Budget Narrative, and updated Operational Plan). If approved, Recipient will receive funding for a fourth and final budget period of 12 months.

The end date for this award will remain January 31, 2019 on the Notice of Award and in the Program Terms and Conditions, until Recipient applies for, and receives funds from CMS to, support Model Testing Year 3. Future funding is conditional upon availability of funding, state performance, compliance with the terms and conditions, and demonstrated progress towards the goals and objectives of this FOA.

5. **Restriction of Funds.** The Recipient may not draw down $17,625,165.38 in funds for the contractual line item until the following information is provided for each contract, and prior approval is granted by CMS. Please review the Funding Opportunity Announcement (FOA), Appendix 3, "Preparing a Budget Request and Narrative in Response to SF424A" for further guidance on what is required to address the necessary information:
    - Name of Contractor
    - Method of selection
    - Period of performance
    - Scope of Work
    - Method of accountability
    - Itemized Budget and Budget Justification, including a breakdown of tasks and amount budgeted for each task.

    Recipient may also not drawdown funds for the following budget categories until Recipient fully itemizes and describe the costs below. All activities must include a justification and clear link to project goals.
    - Restrict Travel/Training $24,937

6. **Improper use of State Innovation Models Funds.** No funds awarded under State Innovation Models Cooperative Agreements may be used to reimburse pre-award costs, or to provide individuals with services that are already funded through Medicare, Medicaid, and/or CHIP. Additional examples of improper use of funding includes but is not limited to:
    a. To match any other Federal funds;
    b. To provide services, equipment, or support that are the legal responsibility of another party under Federal or state law (e.g., vocational rehabilitation, criminal justice, or foster care) or under any civil rights laws. Such legal responsibilities include, but are not limited to, modifications of a workplace or other reasonable accommodations that are a specific obligation of the employer or other party;
    c. To supplant existing Federal, state, local, or private funding of infrastructure or services;
    d. To be used by local entities to satisfy state matching requirements;
    e. To pay for the use of specific components, devices, equipment, or personnel that are not integrated into the entire service delivery and payment model proposal;
    f. To lobby or advocate for changes in Federal and/or state law.

7. **Project Milestones and Risk Mitigation Strategy.** CMMI will monitor progress on state-specific milestones and/or metrics that apply to all states in order to measure states' progress in achieving SIM goals. If milestones are not met, funding may be restricted until a state can demonstrate adequate progress in meeting its milestones. CMMI reserves the right to require awardees to provide additional details and clarifications on the milestones throughout the performance period.

    In addition, the Recipient agrees to participate with CMMI in developing a risk mitigation strategy to ensure the ability of the Recipient to achieve project milestones.

Connecticut's SIM Project Milestones

Period (Quarter)	Milestone
Period 2 (June – July, 2018)	Draft 1 of HEC Strategy document submitted
Period 2 (June – July, 2018)	Conduct at least two meetings with no fewer than two employers to discuss modelling the potential value of prevention efforts
Period 2 (June – July, 2018)	Written summary/synthesis of CBO assessments completed.
Period 2 (June – July, 2018)	Design of public scorecard is complete
Period 2 (June – July, 2018)	At least 50 CCIP practices are utilizing CHW services
Period 2 (June – July, 2018)	Identify and purchase software (COTS and open source)
Period 2 (June – July, 2018)	Establish and test Cloud Environment and Security systems
Period 2 (June – July, 2018)	Finalize strategy for acquiring race / ethnicity / language data
Period 2 (June – July, 2018)	Trust Framework agreements established
Period 2 (June – July, 2018)	Consent model policies and procedures adopted and implemented
Period 2 (June – July, 2018)	Contract agreement templates and examples disseminated to CBOs
Period 2 (June – July, 2018)	At least five CBO Business Plans written with CBOs
Period 2 (June – July, 2018)	Revised draft of HEC Strategy reviewed and approved
Period 2 (June – July, 2018)	At least four AN/FQHCs meet core standards
Period 2 (June – July, 2018)	At least nine Transformation Awards are made to CCIP participating organizations
Period 2 (June – July, 2018)	Updated CHW Website go live
Period 2 (June – July, 2018)	Load care relationships from attribution files
Period 2 (June – July, 2018)	Test and validate Agile SDLC processes
Period 2 (June – July, 2018)	Circulate Agile SDLC Quality Measures
Period 3 (August – October, 2018)	Health Enhancement Community (HEC) model design completed
Period 3 (August – October, 2018)	At least five CBOs sign agreement to receive TA for Prevention Service Initiatives (PSI)
Period 3 (August – October, 2018)	At least five Advanced Networks (ANs) participate in Technical Assistance for PSI
Period 3 (August – October, 2018)	At least five unique employers participate in at least one VBID Technical Assistance session
Period 3 (August – October, 2018)	UConn has successfully acquired APCD data for 2nd scorecard
Period 3 (August – October, 2018)	CAHPS surveys are implemented, data is analyzed, and report is produced

Period 3 (August – October, 2018)	Launch Pilot CHW Apprenticeship program
Period 3 (August – October, 2018)	Publish Agile SDLC dashboards
Period 3 (August – October, 2018)	Agile SDLC user portal does live
Period 3 (August – October, 2018)	Agile SDLC user support goes live
Period 3 (August – October, 2018)	CDAS TA/Business Assistance launches
Period 3 (August – October, 2018)	Implement CDAS eCQM and hybrid measures dashboard
Period 4 (November, 2018 – January, 2019)	Five formal linkages established (e.g. MOU, contract, etc.) between CBOs and ANs
Period 4 (November, 2018 – January, 2019)	At least two employers formally agree to implement VBID plans
Period 4 (November, 2018 – January, 2019)	At least 500 unique visitors to public scorecard website who stay for more than 15 seconds
Period 4 (November, 2018 – January, 2019)	At least 20 organizations self-attest to having used data from the scorecard
Period 4 (November, 2018 – January, 2019)	At least **four** Advanced Networks participate in CCIP
Period 4 (November, 2018 – January, 2019)	At least **two** AN/FQHCs have integrated CHWs into their care teams (non-grant funded)
Period 4 (November, 2018 – January, 2019)	At least ten AN/FQHCs have CHWs integrated into their care teams (grant-funded)
Period 4 (November, 2018 – January, 2019)	UConn has successfully acquired CAHPS data for 2nd scorecard
Period 4 (November, 2018 – January, 2019)	Implement dashboards and or data extracts with Medicaid and additional health systems / FQHCs
Period 4 (November, 2018 – January, 2019)	Implement strategy to impute race and ethnicity into APCD claims data
Period 4 (November, 2018 – January, 2019)	At least five AN/FQHCs document at least one workflow for patient identification and referral that has changed since they began with PSI.
Period 4 (November, 2018 – January, 2019)	At least five AN/FQHCs document design and implementation of at least one data analytics strategy to support quality and ROI evaluation

Because of their importance to the success of SIM work plan elements, the items below shall be included in the SIM QPR with updated status. However, because they are not funded by SIM and are outside of the control of the SIM PMO, these updates are to inform risk management planning and not reflective of awardee performance:

Period 2 (June – July, 2018)	APD: Establish Data Governance Office and accountable individuals
Period 2 (June – July, 2018)	APD: Establish and maintain help desk services
Period 2 (June – July, 2018)	APD: Cyber Insurance and other corporate insurance for HIE in full-force
Period 2 (June – July, 2018)	APD: Document processes, mechanisms, and escalation paths for data related issue resolution
Period 2 (June – July, 2018)	APD: Develop matching business logic and single best record
Period 3 (August – October, 2018)	APD: Financial sustainability model developed and approved
Period 3 (August – October, 2018)	APD: Provider communication and user sign up for Longitudinal Health Record use
Period 4 (November, 2018 – January, 2019)	APD: Onboard Alert and Image Sharing data receivers
Period 4 (November, 2018 – January, 2019)	APD: draft HIT Sustainability Plan complete

8. **Future Funding Availability.** Award of these funds offers no guarantee, explicit or implied, that in a subsequent year Federal funds will be made available for the project. Even if funds are made available, CMS reserves the right to reduce those funds based on determining whether the Recipient has achieved reasonable progress as determined by goals delineated in each proposal and approved Operational Plan, including milestones for which funds were awarded, or for any other reason, including without limitation any determination under section 1115A(b)(3)(B) of the Social Security Act.

9. **Second Year Model Testing Pre-Approval Requirements.** Recipient had to submit a letter of attestation, obligating Recipient to be accountable for: All proposed SIM activities included in CT's original SIM proposal, as amended (which constitutes the basis for granting the state a SIM R2 award); all components of the state's SIM R2 Operational Plans from 2015-2017 (continuing to implement and maintain activities outlined in those AY1 and AY2 plans), as amended; completion of all carryover milestones from AY1 and AY2; maintenance of AY1 and AY2 data and activities; and completion of AY3 and AY4 milestones/activities. Recipient further acknowledged in the letter of attestation that the state's original SIM R2 proposal, operational plans from year 2015-2019 and associated appendices, as amended, constitute Connecticut's overall 4 year SIM award, and Recipient agreed to implement and maintain relevant activities outlined in those documents (as amended), as well as to cooperate with the independent SIM R2 federal evaluation of Connecticut's SIM program which spans from 2015 to the end of Connecticut's SIM award. Recipient had to apply for a transfer of the project, and submit an Operational Plan, prior to the start of the new performance period. The Recipient agrees to address deficiencies in their Operational Plan as identified by CMMI, provide clarification on specified elements of their Operational Plan, and provide evidence to demonstrate their readiness for the second year of the Model Testing Phase. The submitted evidence should describe how broad-based accountability for outcomes, including total cost of

care for Medicare, Medicaid, and CHIP beneficiaries, is created. In addition, submitted evidence for new payment and service delivery models must describe a pathway with specific milestones to move the care in the state for the preponderance of the state's total population from models that reward service volume to clinical and financial models that reward better health, better care, and lower cost through improvement, and consider levers and strategies that can be applied to influence the structure and performance of the state's entire health care system, as stated in the FOA. The Recipient must cooperate with CMS and its contractors to ensure that the submitted evidence demonstrates their readiness for the second year of the Model Testing Phase.

Specifically, during the second year of the Model Testing Phase the Recipient agrees to submit evidence outlining processes and milestones including, but not limited to, the following areas:

a. Governance, management structure and decision making authority of the entity overseeing the project and provider network, including a visual representation of the governance participants and specific mechanisms for public-private coordination and accountability of models being implemented;
b. Coordination with other CMS, HHS, Federal or local initiatives
c. Beneficiary outreach and recruitment as necessary for approved cooperative agreement purposes;
d. Information systems and data collection set-up;
e. Alignment of State HIT plans and existing HIT infrastructure with specific milestones in SIM model;
f. Program intervention, implementation, and delivery;
g. Participant retention process, as necessary for approved cooperative agreement purposes;
h. Quality, financial, and health goals and performance measurement plan including alignment of measures across payers, reporting infrastructure and resources to ensure performance feedback drives improvement within health care settings;
i. Appropriate consideration for privacy and confidentiality;
j. Staff recruitment and training;
k. Workforce capacity monitoring;
l. Care transformation plans including resources for practice transformation, care process redesign, and integration of performance and other health information into care process improvement.
m. Sustainability plans, including for all proposed behavioral and population health management programs;
n. Administrative systems and reporting (cooperative agreement oversight, financial reporting and monitoring, data collection, and reporting);
o. Timeline for implementation and milestones for achieving beneficiary participation and other metrics included in the Recipient's application;
p. Communications management plan;
q. Evaluation plan that clearly describes a strategy for meeting all of the data requirements and program evaluation elements outlined below in "Model Test Evaluation";

r. Fraud and abuse prevention, detection, and correction (including a strategy to ensure that there is no potential for fraud and abuse between providers that may develop a new financial relationship under the new model(s)); and
s. Risk mitigation strategies.

Integrated in the Operational Plan should be the roles and responsibilities of Key Personnel and subcontractors. The Recipient must use the Operational Plan to create a quarterly schedule (based on the Start Date) for the timely attainment of milestones and must adhere to the schedule created. The Recipient shall conduct the project in accordance with the Operational Plan, which must be approved by the CMS Project Officer (PO) in writing. Upon approval, the Operational Plan will be incorporated into the terms and conditions. The Operational Plan may be amended and revised over the period of performance of this project upon written approval by the CMS PO. The Recipient will notify CMS of any changes it is requesting to its Operational Plan by submitting change pages and/or amendments. Upon CMS approval, amendments or changes to the Operational Plan are incorporated into these terms and conditions by reference on a prospective basis. In addition, the Recipient shall amend the Operational Plan upon CMS request at any time during the period of performance of this project.

10. Model Testing Phase Requirements. The Recipient will not begin the second year of the Model Testing Phase until they have addressed specific deficiencies in their Operational Plan and/or met specific milestones. Award of this cooperative agreement does not relieve the Recipient from the obligation to consider strategies beyond those delineated in the recipient's application.

During the project period, the Recipient and state government stakeholders must:

a. Implement and test a State Health Care Innovation Plan, encompassing the payment and services delivery models included within the Plan, which meets the requirements for Model Test as specified in the FOA. In addition, the Recipient is expected to perform rapid-cycle evaluation and adjust the State Health Care Innovation Plan according to evaluation findings and with reference to the Model Test requirements.
b. Use Model Testing funds to produce better health, better care, and lower cost through improvement for Medicare (which may involve new or modified payment models), Medicaid, and/or CHIP beneficiaries. Specifically, the funds must be used to implement new payment and service delivery models that will support these outcomes.
c. Expend no SIM funds in the following areas which are out of the scope of the State Innovation Models initiative:
- Medicare eligibility changes;
- Coverage or benefits reductions in Medicare or Medicaid or any changes that would have the effect of rationing care;
- Increases in premiums or cost sharing;
- Increases in net federal spending under the Medicare, Medicaid or CHIP programs;
- Medicaid Federal Medical Assistance Percentage formula changes;
- Changes to the EHR incentive program for eligible professionals and eligible hospitals;

- Changes in State Financial Alignment Models;
- Reductions in Medicare beneficiary choice of provider or health plan, or Medicaid choice of provider or health plan beyond those allowed today; or changes to maintenance of effort requirements;
- Changes to CMS sanctions, penalties, or official denial of participation currently in effect.

d. Utilize policy, regulatory, or legislative based activities or authorities to support the goals of the model, to include authorities both within and outside of the state's health department(s).

e. Deliver broad-based accountability for high value outcomes and include multi-payer alignment.

f. Through the implementation of the new payment and service delivery models and the use of other state levers, aim to move the funding mechanism for care for a preponderance of the state's total population to alternatives to fee for service within 4 years.

g. Coordinate efforts to align with the state's Healthy People 2020 plan, the National Prevention Strategy, and the National Quality Strategy.

h. Integrate community health and prevention initiatives into implementation and testing of multi-payer delivery system and payment models.

i. Coordinate with and build upon other CMS, HHS, and Federal and local initiatives taking place within the state without duplicating funding requests. Federal funding cannot be claimed for duplicative activities, or to supplant federal or state funding.

j. Implement procedures for performance monitoring, data collection, and model progress tracking and reporting, including: clarify how the proposed model will improve health and healthcare and reduce costs (identify measurable outcomes for the target population); clarify how the proposed model will leverage state regulatory and policy levers; identify providers, provider organizations, and payers participating in the model (compile a registry of all SIM model stakeholders, participants, providers, and beneficiaries receiving services from participants in the model); clarify data source for all proposed outcome measures (state all-payer database, agreements with private payers to access encounter data, etc.); and outline processes for ensuring data quality, completeness, and timeliness of data submission to CMS; and outline proposal to utilize rapid-cycle feedback evaluation reports to improve model performance and meet target milestones for improving health, healthcare, and lowering cost.

k. Cooperate with and facilitate the role of the Innovation Center, and its support contractors (technical assistance, evaluation, learning system, etc.) and federal partners. The state is not expected to provide workspace for federal participants; however the Recipient is expected to actively participate in learning activities that the Innovation Center will establish as part of the initiative.

l. Maintain CMS beneficiary protections, such as access, quality, and due process protections.

m. Ensure that providers of many different medical specialties and associations (primary care physicians, surgeons, anesthesiologists, radiologists, etc.), from many different clinical settings (academic medical centers, community hospitals, solo practices, etc.), who deliver care to many different populations are engaged and actively contributing to the implementation and testing of the State Health Care Innovation Plan. Furthermore,

the Recipient must have a strategy to require, monitor, continuously evaluate and improve their participation.

n. Actively participate in learning system activities.

o. Achieve alignment in quality measures across payers for the proposed model and leverage health IT capacity including certified EHRs, HIE capacity and data intermediaries to ensure valid measures are reported to payers and timely feedback is shared with providers to drive improvement.

p. Clarify overlap and coordination with proposed model and other HHS/CMMI demonstrations/funding related to healthcare transformation. CMS may request adjustments to the budget and scope of services of the models to ensure redundant funding is avoided.

11. Monitoring. CMMI will monitor the project to identify potential problems and areas where technical assistance might be necessary. This active monitoring is accomplished through regular phone calls with the Recipient, review of progress reports, prior-approval requests to utilize funding, correspondence from the Recipient, audit reports, site visits, and other information available to the CMMI.

Monitoring will balance the examination of the extent to which awardees demonstrate fidelity to their proposed delivery system and payment models and the potential need to make mid-course corrections that improve or optimize performance of the delivery system or payment models based on feedback from monitoring and rapid cycle evaluation findings.

12. Model Testing Evaluation. The Recipient is required to cooperate with CMS's and the CMS contractors' efforts to conduct the federal evaluation. The evaluation is independent, Federally-funded, and statutorily required as part of the cooperative agreement.

Data requirements may include states providing Medicaid, and private payer encounter data (historical, baseline, and concurrent), if relevant to program evaluation, as well as information on the costs of operating the cooperative agreement, collection and provision of person-level and aggregate data, and other requirements that CMS determines necessary to conduct a comprehensive evaluation. The recipient is required to do the following:

a. The Recipient is required to cooperate with CMS research and evaluation efforts which may include participation in beneficiary and provider surveys, site visits with practices, interviews and focus groups with beneficiaries and their families and caregivers, practice staff, direct support workers and others including payers.

b. The Recipient is expected to collect, secure, and provide data necessary for the evaluation of the project and cost effectiveness of the award. Data include but are not necessarily limited to person-level and aggregate data, information on contacts/communications with beneficiaries, the types of interventions delivered to beneficiaries, the health care providers participating in the intervention, and information on the costs of operating the cooperative agreement.

c. The Recipient is responsible for creating the unique identifier that links the beneficiary data such that the beneficiary can be tracked regardless of where or from whom he or she receives health care services and the payer source. This includes but is not limited to linking the beneficiary to Medicaid, Medicare, and/or CHIP data as well as

commercial enrollees. The Recipient is responsible for providing CMS this data in Excel or another mutually agreeable format and layout by data fields. The Recipient must provide all source data, if requested by CMS, such that CMS can independently verify and reconstruct the files that the Recipient sends to CMS and/or its evaluation contractor.

d. The Recipient agrees not to receive additional reimbursement for providing data or other reasonable information to CMS or another government entity or contractor.

e. The Recipient is expected to work with the CMS evaluation contractor to measure the effects of the model with reference to a comparison group using some form of random assignment, a scientifically controlled design, or a rigorous quasi-experimental design wherever possible. The Recipient will work with the CMS evaluation contractor to identify appropriate comparison groups. In-state comparison groups are preferred, but other methods may be used if a fully state-wide innovation model is proposed.

f. The Recipient must facilitate the provision of individual and aggregate claims data to CMS or its contractors for all patients covered by the program (public, and commercial), including baseline and historical data for three years prior to the Project Period. If applicable, the Recipient is expected to enter into agreements with participating providers that require the submission of claims data and contact information for all sites and patients in the model to CMS and its contractors.

g. The Recipient is required to submit timely Medicaid and CHIP (if applicable) data according to a mutually agreeable specification outlined by CMS. Such a format may include the Medicaid Statistical Information System (MSIS) or its successor specifications, but may also include sending relevant data directly to CMS and/ or its contractors.

h. The Recipient is also required to engage in self-evaluation and continuous improvement monitoring conducted by an independent state evaluation contractor. Self-evaluation will encompass all populations and payers involved in the state initiative, including data collection, storage, cleaning, and creation of analytic datasets, continuous quality improvement, and analysis of evaluation metrics on a quarterly basis, and working with the CMS evaluator to supply necessary data. The state's agreement with their evaluation contractor will be reviewed by CMS to ensure the evaluator's capabilities.

i. The Recipient is expected and required to cooperate with CMS and/or its contractors to ensure that before the end of the participant award period sufficient authorities and mechanisms are in place to allow the federal evaluation contractor to carry out activities, i.e., data collection and analysis, necessary to complete the final evaluation report.

j. CMS may obtain services from an additional contracting entity or entities that will be tasked with examining patient care experience under this initiative. As such, the Recipient shall provide CMS and its contractor(s) with identifying and providing contact information for beneficiaries who receive services under the model. The Recipient will coordinate and facilitate any sampling and data collection on behalf of CMS among, but not limited to, state payers, private sector payers, and health care providers.

13. Request for CMS data disclosure. Upon the Recipient's request for CMS data, the CMS PO will assist the Recipient with the request for a CMS Data Use Agreement (DUA) and/or direct

the request as appropriate. Such data could include de-identified (by patient or by provider) or even individually identifiable health information such as claims and beneficiary level data. All such requests for individually-identifiable health information must clearly state the HIPAA basis for requested disclosure. CMS will review such requests to determine if it is possible to meet awardees' data requests. Appropriate privacy and security protections will be required for any CMS data disclosed under this Model. Even if the DUA is approved in whole or in part, CMS cannot guarantee that it will deliver any data to any Recipient or in a timely manner. Depending upon the data source, there may be a cost to the Recipient for the requested CMS data. The Recipient is required to implement their cooperative agreement regardless of whether it receives CMS data.

14. **Waivers for Models Conducted under SSA Section 1115A.** The authority for State Innovation Models is section 1115A of the Social Security Act (SSA). Under section 1115A(d)(1) of the SSA, the Secretary of Health and Human Services may waive such requirements of Titles XI and XVIII and of sections 1902(a)(1), 1902(a)(13) and 1903(m)(2)(A)(iii) of the Act as may be necessary solely for purposes of carrying out section 1115A with respect to testing models described in section 1115A(b). Notwithstanding any other provision of this Cooperative Agreement, the Recipient and any subrecipients must comply with all applicable laws and regulations, except as explicitly provided in separately documented waivers, if any, issued pursuant to section 1115A(d)(1) specifically for the State Innovation Models Initiative. Any such waiver would apply solely to State Innovation Models Initiative and could differ in scope or design from waivers granted for other programs or models.

15. **Required Cooperative Agreement Programmatic Reporting.** Recipient is required to submit quarterly and annual Progress Reports to the HHS Grants Management Specialist and to the CMMI Project Officer based upon the timeline outlined below as well as a Final Report. CMS reserves the right to require the Recipient to provide additional details and clarification on the content of these reports.

    Quarterly Progress Report. The quarterly progress report shall track the Recipient's progress towards goals and identify specific strategies in response to challenges. The Quarterly Report shall include:

    - Executive Summary: A narrative overview of activities performed during the reporting period;
    - Reporting Metrics: Updates indicating actual performance on metrics on a quarterly basis. All Recipients will be expected to provide information related metrics that apply to all states, as well as state-specific metrics which have been finalized in collaboration with CMMI;
    - Risk Factors: An analysis of self-identified risk factors and corresponding mitigation strategies; and
    - Work Breakdown Structure: A description of activities which is reflective of the Contractual budget category.

    CMS requires Recipients to use a specified template and platform for reports and reserves the right to change the format at any time provided CMS gives the Recipient sufficient advanced

notice. CMMI will provide further guidance regarding the format and platform in which the progress reports shall be presented.

Annual Progress Report. An Annual Progress Report must be submitted within 90 days from the end of the fourth quarter. CMS requires Recipients to use a specified template and platform for the annual progress report, which will capture cumulative information.

Final Report. The Recipient agrees to submit a final report to the CMS Project Officer and a copy to the Grants Management Specialist within ninety (90) days after the project period end date. The Final Progress Report will provide a summary of activities that occurred during the entire cooperative agreement term, including a complete discussion of project activities, analysis of the effectiveness/success of the project, lessons learned to date, and description of project activities that will be continued after the cooperative agreement activities have ceased.

The final report will contain a disclaimer that the opinions expressed are those of the Recipient and do not necessarily reflect the official views of HHS or any of its agencies. Recipient shall provide (60) days written prior notice to the CMS Project Officer before the final progress report is released or published. Reports are due as follows:

Report Type	**Period of Performance**	**Due Date**
Model Testing Year 2		
Quarterly Progress Report 2	June 1, 2018 to July 31, 2018	August 30, 2018
Quarterly Progress Report 3	August 1, 2018 to October 31, 2018	November 30, 2018
Quarterly Progress Report 4	November 1, 2018 to January 31, 2019	March 2, 2019
Annual Progress Report 1	June 1, 2018 to January 31, 2019	May 1, 2019
Model Testing Year 3[2]		
Quarterly Progress Report 1	February 1, 2019 to April 30, 2019	May 30, 2019
Quarterly Progress Report 2	May 1, 2019 to July 31, 2019	August 30, 2019

[2] The project period end date on the Notice of Award and Program Term and Condition #4, Budget and Project Period, will continue to reflect January 31, 2019 until a non-competing continuation application for Model Testing Year 3 funding is submitted and approved by CMS. If approved, this chart reflects the quarterly due dates for the final 12-month Model Testing Year 3 period, as well as the due date for the Final Report.

Report Type	Period of Performance	Due Date
Quarterly Progress Report 3	August 1, 2019 to October 31, 2019	November 30, 2019
Quarterly Progress Report 4	November 1, 2019 to January 31, 2020	March 2, 2020
Final Report	June 1, 2018 to January 31, 2020	May 1, 2020

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

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

In addition to submitting the quarterly FFR to PMS, Recipient must also provide a final expenditures FFR to CMS which includes their expenditures and any program income generated in lieu of completing a Financial Status Report (FSR) (SF-269/269A).

For the final FFR, Recipient must complete an online FFR form via the GrantSolutions.gov FFR module. GrantSolutions can be accessed via the following link https://www.grantsolutions.gov. The final FFR must be submitted within 90 calendar days of the project period end date.

See below for due date for the final FFR:

Project Period	**Reporting Period Due Date**
June 1, 2018 to January 31, 2019[3]	May 1, 2019

Award recipients shall liquidate all obligations incurred under the award not later than 90 days after the end of the project period and before the final FFR submission. It is the

[3] The project period end date on the Notice of Award and Program Term and Condition #4, *Budget and Project Period*, will continue to reflect January 31, 2019 until a year 4 non-competing continuation is submitted and approved by CMS. If approved, an annual expenditures FFR will be due on May 1, 2019 and a final expenditures FFR will due 90 days after the completion of the project period.

award recipient's responsibility to reconcile reports submitted to PMS and to CMS. Failure to reconcile final reports in a timely manner may result in canceled funds.

Failure to submit reports (i.e. financial, progress, or other required reports) on time may be basis for withholding financial assistance payments, suspension, termination or denial of continued funding. A history of such unsatisfactory performance may result in a designation of "high risk" for the recipient organization and may jeopardize potential future funding from the Department of Health and Human Services.

For additional guidance, please contact your Grants Management Specialist, Gabriel Nah.

Payment under this award will be made by the Department of Health and Human Services, Payment Management System administered by the Division of Payment Management (DPM), Program Support Center. Draw these funds against your account that has been established for this purpose. Inquiries regarding payment should be directed to:

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

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

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

19. **Cooperation with CMS and/or CMS Contractor(s) Regarding the Provision of Technical Assistance.** The Recipient must fully cooperate with CMS and/or CMS contractor(s) engaged in providing technical assistance. This includes working with CMS and/or its contractor(s) to identify and describe best practices that can serve as models for CMS and other States.

20. **Learning System.** The Recipient is expected to fully (1) participate in all State Innovation Model (SIM) learning system activities; (2) cooperate with all CMS contractor and stakeholders' efforts with respect to identifying SIM learning system needs and producing and packaging learning system content. This cooperation may include attendance at and contributions to meetings and conferences that CMMI determines necessary and review of proposed learning system content. A goal of the learning system is to have a process by which successful innovations and solutions gain rapid spread and adoption by other users of the learning system, consistent with existing law.

21. **Project Coordination and Oversight.** Under this cooperative agreement, the CMS purpose is to support and stimulate the Recipient's project, but CMS will not assume direction, primary responsibility, or a dominant role in the project. The Recipient retains ultimate responsibility

for coordination and oversight of all project-related activity, including any involvement of organizations, regardless of the extent to which it utilizes contractual arrangements to assist with project management.

22. **Duplication of Federal Funding.** Recipients must cooperate with CMS to determine whether purposes for which funding is sought under this Cooperative Agreement may be fundable through other Medicaid or Federal grants, such as Medicaid Management Information System or HITECH administrative matching funds.

23. **Privacy and Security of Health Information.** The Recipient must put all appropriate administrative, technical, and physical safeguards in place within 180 days of the project period start date to protect the privacy and security of protected health information in accordance with 45 CFR §164.530(c). The Recipient must meet the security standards, requirements, and implementation specifications as set forth in 45 CFR part 164, subpart C, Security Standards for the Protection of Electronic Protected Health Information.

24. **Indirect Costs**. Under this Cooperative Agreement, recipients cannot reimburse for indirect costs at a rate in excess of 10 percent.

25. **Scope of Review.** The Recipient acknowledges that section 1115A(d)(2) of the Social Security Act precludes administrative and judicial review of certain matters pertaining to projects tested under section 1115A, including the selection of organizations, sites, or participants to test models and the elements, parameters, scope and duration of models for testing.

26. **Management Tool.** CMS reserves the right to require Recipients to use a management tool such as an online customer relations management tool for tracking milestone information, and/or for submitting the Quarterly, Annual, and Final Progress Reports. CMS will provide the Recipient with access to this management tool and related instructions.

27. **Site Visits.** CMS and its contractors reserve the right to perform announced programmatic site visits. The Recipient will be prepared to discuss the status of activities, any goal revisions, activities with partners, any successes/outcomes, any significant challenges and their effect on the project timeline, effective approaches to recommend to other cooperative agreement sites, personnel changes, budgetary changes, problems with CMS project reimbursement processes, technical assistance received, and assistance needed from CMS and other project-related issues.

28. **Communications.** CMS will communicate with Recipients primarily by email and telephone. Emails will be sent to the Authorized Organizational Representative (AOR) and the AOR is expected to disseminate the information to all appropriate parties to ensure timely and effective communications. The AOR is responsible for having a communications management plan for internal and external communications with all appropriate parties related to this award such that they maintain timely and effective communications throughout the life of the cooperative agreement. The flow of information from CMS to the AOR is deemed communication with all appropriate parties to the award. The AOR must provide and maintain an accurate email address and telephone number at all times with the CMS PO. Further, if CMS establishes a listserv or other means of providing electronic communications, then Recipients must subscribe to and use that system(s).

29. **IT System Solutions, Builds, or Improvements.** The Recipient must comply with the following for any planned IT system solutions/builds funded in part or in whole by this award:

    a. The planned IT system builds will follow CMS policy on Cost Allocation requirements as set forth in 2 CFR Part 225 (previously OMB Circular A-87).
    b. The State will develop and maintain a Cost Allocation Plan or Methodology in compliance with CMS guidance:
        - Tri-Agency letter released on August 10, 2011: http://www.medicaid.gov/Medicaid-CHIP-Program-Information/By-Topics/Data-and-Systems/Downloads/Cost-Allocation-IT-Systems.pdf
        - Tri-Agency letter released on January 23, 2012: http://www.medicaid.gov/Federal-Policy-Guidance/Downloads/SMD-01-23-12.pdf
    c. Planned IT system builds will align with CMS Guidance for Exchange and Medicaid Information Technology (IT) Systems v2.0.
    d. Planned IT system builds will align with the Seven Conditions and Standards (Medicaid IT Supplement (MITS-11-01-v1.0))
    e. Planned IT system builds will align with the Medicaid Information Technology Architecture (MITA) (MITA Condition).

30. **Required Travel.** Recipients are expected to participate in all meetings required by CMS, even if doing so would require travel.

31. **Program Engagement and Collaboration.** The Recipient will participate in regular substantive telephone calls with the CMS PO, as established by the PO and CMS program team. The Recipient will be prepared to discuss the status of activities, any goal revisions, activities with partners, any successes/outcomes, any significant challenges and their effect on the project timeline, effective approaches to recommend to other cooperative agreement sites, personnel changes, budgetary changes, problems with CMS project reimbursement processes, technical assistance received, and assistance needed from CMS.

32. **Medicaid Compliance.** The Recipient must comply with Medicaid rules and regulations and fully cooperate with CMS to address any issues regarding such compliance.