75 - 9/2/26

STATE OF NEW HAMPSHIRE

DEPARTMENT OF HEALTH AND HUMAN SERVICES

DIVISION OF MEDICAID SERVICES

Lori A. Weaver
Commissioner

Henry D. Lipman
Director

129 PLEASANT STREET, CONCORD, NH 03301
1-844-ASK-DHHS (1-844-275-3447)
Fax: 603-271-8431 TDD Access: 1-800-735-2964 www.dhhs.nh.gov

July 31, 2026

The Honorable Ken Weyler, Chairman
Fiscal Committee of the General Court and

Her Excellency, Governor Kelly A. Ayotte
And the Honorable Council
State House
Concord, New Hampshire 03301

REQUESTED ACTION

Pursuant to the provision of RSA 14:30-a, VI, authorize the Department of Health and Human Services, Division of Medicaid Services to accept and expend federal funds in the amount of $1,694,639 from the Centers for Medicare & Medicaid Services to fund the Community Re-Entry Program, effective upon Fiscal Committee and Governor and Council approval through June 30, 2027, and further authorize the funds to be allocated as follows. Grant Funds awarded for periods after State Fiscal Year (SFY) 2027 will be included in future operating budgets. 100% Federal Funds.

05-95-47-470010-7727, HEALTH AND SOCIAL SERVICES, HEALTH AND HUMAN SVCS DEPT OF, HHS: DIVISION OF MEDICAID SERVICES: OFC OF MEDICAID SERVICES, COMMUNITY RE-ENTRY AWARD

Class/Obj	Class Title	Current Modified Budget	Increase / (Decrease) Amount	Revised Modified Budget
000-403978-16	Medicaid Grants-Federal Funds	$1,049,044	$1,694,639	$2,743,683
	Total Revenue	**$1,049,044**	**$1,694,639**	**$2,743,683**
020-500200	Current Expenses	$500	$500	$1,000
030-500311	Equipment New Replacement	$119,160	$119,160	$238,320
037-500173	Technology-Hardware	$26,096	$0	$26,096
038-500175	Technology: Software	$794	$794	$1,588
039-500188	Telecommunications	$1,310	$930	$2,240
041-500801	Audit Fund Set Aside	$1,057	$1,693	$2,750
059-500117	Temp Full Time	$109,040	$173,628	$282,668
060-500602	Benefits	$54,734	$86,400	$141,134
070-500704	In-State Travel	$1,353	$1,534	$2,887
074-500589	Grants for Pub Asst and Relief	$240,000	$320,000	$560,000
102-500731	Contracts for Program Services	$495,000	$990,000	$1,485,000
	Total Expense	**$1,049,044**	**$1,694,639**	**$2,743,683**

EXPLANATION

The purpose of this request is to accept federal funding to support the Community Re-entry Program in year 2 of the award (7/1/2026 to 6/30/2027). Community Re-entry Program funds for year 1 (7/1/2025 to 6/30/2026) were approved by Fiscal Committee on October 17th, 2025, FIS 25-255, and the Governor and Executive Council on October 29, 2025, Item #59. The goal of the Community Re-entry Program is to promote continuity of care for inmates of all ages as they reenter the community, understanding that a lack of access to community-based healthcare is a major driver of recidivism, avoidable emergency department visits, and contributes to increased risk of overdoes post release. The grant funds allows the Department of Health and Human Services, the Department of Corrections, the ten county correction facilities and the Sununu Youth Services Center to provide a focused package of pre-release services covered by Medicaid to improve the success and wellbeing of inmates reentering the community. An anticipated outcome of the program is a potential reduction in costs to the state through reducing recidivism and enabling access to care in lower cost community-based settings.

New Hampshire was granted the authority to provide community reentry benefits to adults through the 1115 waiver and has implemented the program in state facilities and is now looking to expand to county facilities. New Hampshire is required to implement the youth reentry program under the Consolidated Appropriations Act (CAA) Section 5121 and must be compliant in providing youth reentry benefits across all New Hampshire carceral facilities by December 26, 2026. Both of these authorities allow the state to draw a federal match on Medicaid coverable services, the costs of which were previously borne 100% by the carceral facility. Several activities funded by the CMS Community Re-entry planning grant will address operational barriers and improve systems for continuity of care under the Community Re-entry Programs.

These activities include:

- Purchase of telehealth equipment to enable inmates to establish care from clinicians outside the walls of the carceral setting,
- Development of communication materials and a help desk for staff of carceral settings, inmates and their families and providers,
- On-site training for carceral staff on Medicaid eligibility and enrollment through New Hampshire Easy,
- Electronic health record system upgrades for record keeping and billing to improve the continuity of care and ensure participation in re-entry benefits to Medicaid beneficiaries,
- Salary funding for two temporary state employees to manage the project and process eligibility for Medicaid eligible participants,
- Procurement of temporary contractor support devoted to providing navigator resources in carceral facilities to ensure access to Medicaid for eligible individuals and the implementation and monitoring of the Community Re-entry Program, and
- Procurement of a temporary contractor to support the implementation and operations of the Community Re-entry Program.

The Medicaid benefit package for adults is under the 1115 Medicaid waiver and includes the following: care management and coordination services, SUD/SMI intake appointments with community providers, MAT treatment, peer support, and prescription drugs upon release. The Medicaid benefit package for eligible youth is under the Consolidated Appropriations Act and includes the following: targeted case management, and screening and diagnostic services. A subset of those 18-21 years old (or in the case of foster care, 26 years old) are eligible for both the adult and youth programs. These new benefit packages

for inmates approaching release are anticipated to support significant reductions in spending on medical care for Medicaid and carceral facilities as well as costs savings for the state through reduced recidivism, for both youth and adults as they reenter the community.

Funds are budgeted as follows:

Class 020- Current Expenses-Will be used for general office supplies.

Class 030- Equipment New Replacement- Will be used for development of Telehealth Booths installed at carceral settings.

Class 038-Technology-Software- To purchase computer software.

Class 039- Telecommunications-Will be used for phone costs.

Class 041- Audit Fund Set Aside- Will be used for State required costs.

Class 059- Temporary Full Time Salary- Salary expenses for two existing positions: Position 9T3402, 21-1090 Miscellaneous Community and Social Services Specialists-7, and 9T3401, 13-1080 Logisticians and Program Management Specialists- 6.

Class 060- Benefits- Benefit expense for the position above.

Class 070- In State Travel Reimbursement- Local travel to attend meeting and project activities.

Class 074-Grants for Pub Asst and Relief-Contract payments to vendors for services provided directly to carceral staff and program participants.

Class 102- Contracts for Program Services- Contract payments to vendor.

In response to the anticipated two-part question, “Can these funds be used to offset General Funds?” and “What is the compelling reason for not offsetting General Funds”, the Division offers the following information: These funds may not be used to offset General Funds as they are specifically granted to the State for the purposes of providing the services described above.

In the event that Federal Funds are no longer available, General Funds will not be requested to support this program.

Respectfully Submitted,

Ann Ch. W. Landry *For:*

Lori A. Weaver
Commissioner

Department of Health and Human Services

Centers for Medicare & Medicaid Services

Notice of Award

Award# 2T2CMS332023-02-00
FAIN# 2T2CMS332023
Federal Award Date: 06/25/2026

Recipient Information

1. Recipient Name
NEW HAMPSHIRE DEPARTMENT OF HEALTH & HUMAN SERVICES
129 Pleasant St
Division of Medicaid Services
Concord, NH 03301-3852
[NO DATA]

2. Congressional District of Recipient
02

3. Payment System Identifier (ID)
1026000618B5

4. Employer Identification Number (EIN)
026000618

5. Data Universal Numbering System (DUNS)
011040545

6. Recipient's Unique Entity Identifier (UEI)
LA2HR1U97VC6

7. Project Director or Principal Investigator
Mr. Grant Ames Beckman
Business Administrator 4
Grant.a.Beckman@dhhs.nh.gov
603-271-9393

8. Authorized Official
Ms. Carolyn Richards
Administrator IV
Carolyn.S.Richards@dhhs.nh.gov
603-271-9439

Federal Agency Information
Office of Acquisitions and Grants Management

9. Awarding Agency Contact Information
Shayla Perry
Grant Management Specialist
shayla.perry@cms.hhs.gov
804-735-8629

10.Program Official Contact Information
Dr. Kerry Lida
Health Insurance Specialist
kerry.lida@cms.hhs.gov
410-786-4826

Federal Award Information

11. Award Number
2T2CMS332023-02-00

12. Unique Federal Award Identification Number (FAIN)
2T2CMS332023

13. Statutory Authority
Section 206(a) of division G of the CAA, 2024, authorizes the Secretary to issue State Planning Grants to address operational barriers to complying with requirements described in sections 1902(a)(84)(A) and

14. Federal Award Project Title
State Planning Grant to Promote Continuity of Care for Medicaid and CHIP Beneficiaries Following Incarceration.

15. Assistance Listing Number
93.694

16. Assistance Listing Program Title
Section 206: State Grants to Promote Continuity of Care Following Incarceration

17. Award Action Type
Non-Competing Continuation

18. Is the Award R&D?
No

Summary Federal Award Financial Information

19.	**Budget Period Start Date** 08/01/2026 **- End Date** 06/30/2027	
20.	**Total Amount of Federal Funds Obligated by this Action**	$1,694,639.00
	20a. Direct Cost Amount	$2,561,787.00
	20b. Indirect Cost Amount	$0.00
21.	Authorized Carryover	$867,148.00
22.	Offset	$0.00
23.	Total Amount of Federal Funds Obligated this budget period	$0.00
24.	**Total Approved Cost Sharing or Matching, where applicable**	$0.00
25.	**Total Federal and Non-Federal Approved this Budget Period**	$1,694,639.00
26.	**Period of Performance Start Date** 08/11/2025 **- End Date** 06/30/2029	
27.	Total Amount of the Federal Award including Approved Cost Sharing or Matching this Period of Performance	$2,767,960.00

28. Authorized Treatment of Program Income
ADDITIONAL COSTS

29. Grants Management Officer – Signature
Mr. Gabriel Nah
Grants Management Officer

30. Remarks

See Remarks (continuation)

Department of Health and Human Services

Centers for Medicare & Medicaid Services

Notice of Award

Award# 2T2CMS332023-02-00
FAIN# 2T2CMS332023
Federal Award Date: 06/25/2026

Recipient Information

Recipient Name
NEW HAMPSHIRE DEPARTMENT OF HEALTH
& HUMAN SERVICES
129 Pleasant St
Division of Medicaid Services
Concord, NH 03301-3852
[NO DATA]

Congressional District of Recipient
02

Payment Account Number and Type
1026000618B5

Employer Identification Number (EIN) Data
026000618

Universal Numbering System (DUNS)
011040545

Recipient's Unique Entity Identifier (UEI)
LA2HR1U97VC6

31. Assistance Type
Cooperative Agreement

32. Type of Award
Other

33. Approved Budget
(Excludes Direct Assistance)

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

a. Salaries and Wages	$173,628.00
b. Fringe Benefits	$86,400.00
c. Total Personnel Costs	$260,028.00
d. Equipment	$228,389.00
e. Supplies	$24,276.00
f. Travel	$1,534.00
g. Construction	$0.00
h. Other	$2,560.00
i. Contractual	$2,045,000.00
j. TOTAL DIRECT COSTS	$2,561,787.00
k. INDIRECT COSTS	$0.00
l. TOTAL APPROVED BUDGET	$2,561,787.00
m. Federal Share	$2,561,787.00
n. Non-Federal Share	$0.00

34. Accounting Classification Codes

FY-ACCOUNT NO.	DOCUMENT NO.	ADMINISTRATIVE CODE	OBJECT CLASS	ASSISTANCE LISTING	AMT ACTION FINANCIAL ASSISTANCE	APPROPRIATION
6-5992048	2T2332023A	2T2	4158	93.694	$1,694,639.00	75-X-0516

Remarks (Continuation)

Non-competing continuation funds have been authorized in accordance with the approved budget dated June 2, 2026, and are subject to the restrictions outlined in the Recipient Specific Terms and Conditions. A temporary restriction has been placed on $34,743 of funding in the contractual category. These funds will remain restricted until Community Reentry-TBD is selected.

The carryover of funds totaling $867,148 from budget period 1 to budget period 2 has also been approved in accordance with the approved budget dated June 2, 2026. Please note that the carryover and release amount is $867,148, while the placeholder amount is $0, both conditional upon the restrictions noted in the Recipient Specific Terms and Conditions.

Please see the attached Recipient Specific, Program, and Standard Terms and Conditions.

35. Terms And Conditions

Performance Progress Report Cycle			
Reporting Period Start Date	Reporting Period End Date	Reporting Type	Reporting Period Due Date
08/11/2025	12/31/2025	Semi-Annual	01/30/2026
01/01/2026	06/30/2026	Semi-Annual	07/30/2026
07/01/2026	12/31/2026	Semi-Annual	01/30/2027
01/01/2027	06/30/2027	Semi-Annual	07/30/2027
07/01/2027	12/31/2027	Semi-Annual	01/30/2028
01/01/2028	06/30/2028	Semi-Annual	07/30/2028
07/01/2028	12/31/2028	Semi-Annual	01/30/2029
08/11/2025	06/30/2029	Project Final	10/28/2029

AWARD ATTACHMENTS

NEW HAMPSHIRE DEPARTMENT OF HEALTH & HUMAN SERVICES 2T2CMS332023-02-00

1. RSTCS
2. Program Terms and Conditions
3. Standard terms and Conditions

Section 206 of the Consolidated Appropriations Act, 2024: State Planning Grants to Promote Continuity of Care for Medicaid and CHIP Beneficiaries Following Incarceration

Recipient Specific Terms and Conditions

(New Hampshire Department of Health & Human Services)

1. **General**. In addition to all Standard Terms and Conditions and Program Terms and Conditions, the Recipient is subject to the following Recipient Specific Terms and Conditions. The Centers for Medicare & Medicaid Services (CMS) may add or otherwise amend these Recipient Specific Terms and Conditions as necessary at any point during the period of performance.

2. **Restriction of Funds.** Funds for the following activities/costs will be restricted as detailed below until the Recipient provides the requested and receives approval from CMS. **Please submit within 90 days of award issue date.**

Table 1: Budget items with funding restricted

Contractual Category	Funding Restricted Pending Receipt by CMS of Required Information and CMS Prior Approval
Community Reentry-TBD	**$34,743**

1. **Carryover Budget (Unobligated Funds):** Recipient may not incur costs or drawdown funds to support the following activities/costs in the amount of $0 until the Recipient provides a detailed itemized budget and justification to CMS and CMS provides prior approval.

Directions for Resubmission: if applicable, the recipient must submit the information requested through an amendment in GrantSolutions. An AOR signed cover letter must be provided along with other required documents (e.g., revised budget narrative).

Amendment Type guidance:

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

PROGRAM TERMS AND CONDITIONS

Section 206 of the Consolidated Appropriations Act, 2024:
State Planning Grants to Promote Continuity of Care for Medicaid and Children's Health Insurance Program (CHIP) Beneficiaries Following Incarceration

GENERAL

The requirements contained in the Notice of Funding Opportunity (the "NOFO"), FON# CMS-2T2-25-001, are incorporated by reference as Program Terms and Conditions (PTCs) attached to this Notice of Award (NoA), as well as the below additional PTCs for the *Section 206 of the Consolidated Appropriations Act, 2024: State Planning Grants to Promote Continuity of Care for Medicaid and CHIP Beneficiaries Following Incarceration* ("Section 206 State Planning Grant") Award program. In the event of any inconsistency between the provisions of these PTCs and the provisions of the NOFO, the provisions of these PTCs will prevail.

The Recipient must comply with the representations, assurances, and certifications made by the Recipient in the Recipient's application in response to the NOFO, including any revisions or amendments to the application approved in writing by the Centers for Medicare & Medicaid Services (CMS).

The Recipient is responsible for transmitting a copy of the NoA and accompanying documents to the individual at the state or territory who is authorized to request funds from the Payment Management System (PMS).

DEFINITIONS

The following definitions apply for purposes of this PTCs document:

Term	Definition
"AOR"	Authorized Organizational Representative. See the HHS Grants Policy Statement and Standard Terms and Conditions (STCs) for more information.
"Application"	The Section 206 State Planning Grant application submitted by the applicant in response to the NOFO, including any attachments, revisions, or amendments thereto which are approved in writing by CMS.
"Budget Period" or (BP)	Except for the first BP, the twelve (12)-month period beginning on July 1 of each Section 206 State Planning Grant Year and ending June 30 for both Cohort 1 and Cohort 2. See Section 7, Cooperative Agreement Period of

Term	Definition
	Performance and Budget Periods, for the start and end dates of BP 1 for Cohorts 1 and 2.
"Cooperative Agreement" or "Cooperative Agreement Award"	A legal instrument of financial assistance between CMS and the Recipient consistent with 31 U.S.C. § 6302-6305 that: ▪ Is used to enter a relationship, the principal purpose of which is to transfer anything of value from CMS to the Recipient to carry out a public purpose authorized by a law of the United States (see 31 U.S.C. § 6101(3)); and not to acquire property or services for the federal government or for the federal government's direct benefit or use; and ▪ Is distinguished from a grant in that it provides for substantial involvement between CMS and the Recipient in carrying out the approved activities under this award (see 31 U.S.C. § 6305(2))
"Cooperative Agreement Period of Performance"	Consists of four (4) BPs that include the Implementation Period. For Cohort 1, the Cooperative Agreement Period of Performance begins on January 13, 2025, and ends on June 30, 2029. For Cohort 2, the Cooperative Agreement Period of Performance begins on August 11, 2025, and ends on June 30, 2029.
"NoA"	Notice of Award
"NOFO"	Notice of Funding Opportunity identified by the funding opportunity number CMS-2T2-25-001.
"**Non-Competing Continuation (NCC) Application"**	The non-competitive application that the Recipient must submit during each BP to receive a non-competing continuation award for the next BP.
"Non-Competing Continuation Award"	The award for additional funding in a subsequent BP following the submission and approval of an NCC application.
"Recipient"	The State Medicaid agency (SMA) or the Children's Health Insurance Program (CHIP) agency that submitted the application for CMS's consideration and received the NoA from CMS. The term "Recipient" does not include Subrecipients. The Recipient retains the primary responsibility and role for planning, directing, and executing the required activities under the Terms and Conditions for the Cooperative Agreement award.

Term	Definition
"Subaward"	An award provided by the Recipient to a Subrecipient for the Subrecipient to carry out part of a federal award received by the Recipient. It does not include payments to a contractor or payments to an individual that is a beneficiary of a federal program. A Subaward may be provided through any form of legal agreement, including an agreement that the Recipient considers a contract.
"Subrecipient"	A non-federal entity that receives a Subaward from the Recipient to carry out activities related to the NoA.
"Terms and Conditions of the Notice of Award (NoA)"	Collectively includes the following: (1) Recipient Specific Terms and Conditions (RSTCs) (if applicable); (2) these PTCs[1]; and (3) the CMS Standard Grant and Cooperative Agreement Terms and Conditions incorporated by reference in, and included as an attachment to, the NoA.

TERMS AND CONDITIONS

1. **CMS Project Officer (PO).** Unless otherwise specified in writing, the name and contact information of the PO responsible for the technical and programmatic administration aspects of the award is identified in field 10 of the NoA (Program Official Contact Information).

2. **CMS Grants Management Specialist.** Unless otherwise specified in writing, the Grants Management Specialist is assigned responsibility for responding to the Recipient's questions about financial and administrative (non-programmatic) aspects of the award and is identified in field 9 of the NoA (Awarding Agency Contact Information).

3. **NOFO.** All relevant project requirements and definitions outlined in the NOFO (CMS-2T2-25-001) apply to this NoA and have been incorporated into the Terms and Conditions of Award by reference.

4. **Role of CMS in a Cooperative Agreement Award.** As explained in Step 1 of the NOFO, the award governed by these PTCs is a cooperative agreement. A cooperative agreement is a federal financial assistance award in which substantial federal involvement with a recipient is anticipated during the period of performance. Under each cooperative agreement, CMS's purpose is to support and stimulate a recipient's activities by involvement in, and otherwise working jointly with, a recipient in a partnership role. CMS will not assume direction or primary responsibility for the Recipient's activities. The

[1] CMS may amend these PTCs without the consent of the Recipient, as stated in these PTCs, for good cause, or as necessary to comply with applicable federal or state law, regulatory requirements, accreditation standards or licensing guidelines or rules. CMS must include with any such amendment an explanation of the reasons for the amendment. To the extent practicable, CMS must provide the Recipient with thirty (30) days advance written notice of any unilateral amendment, which must specify the amendment's effective date.

Recipient retains ultimate responsibility for coordination and oversight of all program-related activities.

5. **Role of the Recipient in Cooperative Agreement Award.** The Recipient retains the primary responsibility and dominant role for planning, directing, and executing Section 206 Model activities within the Recipient's state as outlined in the Terms and Conditions of the award and with substantial CMS involvement. The Recipient remains ultimately accountable for the project, and for the use of these funds consistent with program expectations detailed in these PTCs (see "Cooperative Agreement" definition above and the Section 206 State Planning Grant NOFO).

6. **Communication/Participation**. The Recipient is required to participate in all required communications (e.g., monitoring or guidance calls, emails) and participate in technical assistance activities as specified in these PTCs or as requested by CMS. Required communication regarding grant-related activities includes, but is not limited to the following topics:

    - Cooperative agreement implementation status;
    - The state's plan for developing, implementing, and operating initiatives to promote continuity of care for individuals who are inmates of a public institution and are eligible for medical assistance under the state Medicaid program or are eligible for child health assistance or pregnancy-related assistance under the state CHIP;
    - The state's progress towards accomplishing goals and objectives, completing activities, and achieving milestones outlined in the work plan and the state's application;
    - Strategies employed;
    - Challenges and responses;
    - Drawdown of cooperative agreement funds, as appropriate for the cooperative agreement period; and
    - Progress with program monitoring and improvements as needed.

7. **Cooperative Agreement Period of Performance and BPs.** As shown in field #26 of the NoA, the Cooperative Agreement Period of Performance is four (4) years. The Period of Performance is comprised of four (4) separate BPs as set forth in Table 1, Cooperative Agreement Period of Performance. The NoA details the current BP in field #19, the funding awarded in field #20, and the approved budget in field #33.

Budget Period (BP)	Start Date	End Date
BP 1	**January 13, 2025**	**June 30, 2026**
BP 2	**July 1, 2026**	**June 30, 2027**
BP 3	**July 1, 2027**	**June 30, 2028**

BP 4	**July 1, 2028**	**June 30, 2029**

Budget Period (BP)	Start Date	End Date
BP 1	**August 11, 2025**	**June 30, 2026**
BP 2	**July 1, 2026**	**June 30, 2027**
BP 3	**July 1, 2027**	**June 30, 2028**
BP 4	**July 1, 2028**	**June 30, 2029**

8. **Restrictions of Funds.** Specific restrictions of funds, if applicable, have been detailed in the RSTCs. In addition to the restrictions set out in RSTCs, such restrictions must include the following:

   - The Recipient must request prior approval of activities or costs to support new Subrecipients, contractual, and consultant agreements not already approved through a NoA. A detailed itemized budget must be provided for all Subrecipients, contractual, and consultant agreements. If this information is unknown at the time of application or for a subsequent NCC application, the Recipient must follow-up and provide this information via a Revision (NoA Other) or Revision (budget) amendment in GrantSolutions as soon as this information can be provided to CMS. Additionally, see the CMS Guidance for Preparing a Budget Request and Narrative,[2] for required contractual and consultant questions the Recipient must address. The Recipient may not incur costs or draw down funds to support these activities until CMS provides approval.

   - CMS may restrict funding if the Recipient is not compliant with the requirements in these PTCs and Reporting Requirements. If CMS restricts Recipient's funding due to non-compliance, CMS may provide the Recipient with access to previously restricted funding once Recipient is compliant with the requirements herein.

9. **Continued Funding**. The Recipient must demonstrate satisfactory performance during the previous funding cycle(s) to ensure continued access to funding. As stated in the CMS Standard Grant and Cooperative Agreement Terms and Conditions (STCs), Section 30, Continued Funding, the Recipient must submit an NCC application each year as a prerequisite to continued funding if the period of performance is comprised of multiple BPs. Continued funding is contingent on satisfactory progress, compliance with all terms and conditions of the NoA, and the availability of funds.

[2] https://www.cms.gov/about-cms/work-us/cms-grants/cooperative-agreements/how-apply-cms-grants/cms-guidance-preparing-budget-request-and-narrative

Satisfactory progress will be determined by the Recipient's adherence to the CMS approved detailed project work plan and timeline, and in accordance with all applicable terms and conditions.

During the NCC application process, the Recipient must update the original materials submitted in connection with its application and include documents specific to the applicable BP. For example, the NCC application seeking BP 3 funding should focus on BP 3 activities. If the NCC application is approved, CMS will issue the Recipient a Non-Competing Continuation Award for BP 3 prior to the expiration of BP 2 (see Section 6 of the STCs, Funding for Recipients).

The Grants Management Specialist will provide instructions for completing and submitting each NCC application to the Recipient at least 90 days prior to the end of the current BP. Recipients with an approved NCC application will receive a new NoA applicable to that BP.

The Recipient will not have authority to use unobligated funds remaining from prior BP 1 in BP 2 without prior written approval from CMS. Recipients may request prior approval from CMS to carry over unobligated funds from one budget period to the next to complete previously approved activities and costs.

10. **Use of Funds.** Funds will only be used for any of the purposes stated in the NOFO and approved in the Recipient's application, including any subsequent revisions approved by CMS.

The Recipient shall not use award funds to pay for services currently covered by Medicaid or to supplant existing funding from other sources.

CMS prohibits the use of funds under this award for any of the activities/costs outlined in the STCs, Term #29 **Prohibited Uses of Grant or Cooperative Agreement Funds,** unless an exception is specifically authorized by statute.

Planning grant funding may not be used to:

- Provide medical assistance under a state Medicaid program or child health assistance or pregnancy-related assistance under the state's CHIP to an individual, or otherwise directly administer health care services for an individual;
- Build prisons, jails, or other carceral facilities; or
- Pay for prison, jail, or other carceral facility-related improvements other than those improvements that are for the direct and primary purpose of meeting the health care needs of individuals who are incarcerated and eligible for medical assistance under the state Medicaid program or child health assistance or pregnancy-related assistance under the state CHIP.

See HHS Grants Policy Statement: Cost Considerations.

11. **Duplication.** The Recipient is responsible for ensuring that no federal funds provided under this award are used to provide technical assistance or other services that are

duplicative of funds and services authorized under other federal initiatives. The Recipient may be requested by CMS to provide evidence of well-documented internal controls to ensure that resources are used in the most efficient manner and that activities are not duplicative as stated above. If any duplication occurs, the Recipient must notify the CMS Grants Management Specialist and the CMS PO at the time of discovery and provide a mitigation plan to the CMS Grants Management Specialist and to the CMS PO.

REPORTING REQUIREMENTS

All reports must be in a format compliant with section 508 of the Rehabilitation Act (29 U.S.C. 794d). Recipient assumes responsibility for the accuracy and completeness of the information contained in all technical documents and reports submitted.

CMS reserves the right to modify required data elements reported in all technical documents and reports submitted to better measure outcomes for Recipients. CMS may also require the reporting of additional data elements or other clarifying information over the course of the cooperative agreement to fully assess Recipient performance.

12. **Complete and Accurate Submissions.** The Recipient must ensure that all data, reports, and documentation that it submits to CMS or its contractor(s) (or that its Subrecipient(s) or contractor(s) submits to CMS or its contractor(s) via the Recipient) in support of the Section 206 State Planning Grant activities are complete and accurate to the best of the Recipient's knowledge, and that such data are submitted in a format that complies with CMS requirements. The Recipient must correct, and facilitate corrections, for any inaccurate or incomplete data, reports, or documentation previously submitted to CMS by the Recipient, no later than two (2) weeks after the Recipient or CMS becomes aware of the inaccuracy or incompleteness in a manner and form specified by CMS. The Recipient may be subject to specific remediation activities and actions if CMS does not receive timely, complete, and accurate data, reports, and documentation.

13. **Management Tool.** CMS reserves the right to require the Recipient to use management tools (Payment Management System, GrantSolutions, or others) for all communications, tracking of the Section 206 State Planning Grant data and operational milestones, and submitting the programmatic and financial reports. CMS will provide the Recipient with access to these management tools and related instructions.

14. **Data.** CMS reserves the right to modify required data elements reported in all technical documents and reports submitted to better measure outcomes for Recipients with specialized goals and strategies. CMS may also require the reporting of additional data elements over the course of the cooperative agreement in order to fully assess Recipient performance.

    The Recipient shall assume responsibility for the accuracy and completeness of the information contained in all technical documents and reports submitted.

15. **Semi-annual and Final Program Progress Reports (PPR).** The Recipient is also required to submit semi-annual PPRs as well as a final PPR to CMS.

CMS will provide the Recipient with additional information on the specific requirements and format of the PPRs.

a). Semi-Annual PPRs

Submission of semi-annual PPRs are due no later than 30 days after the end of each semi-annual (six-month) reporting period. The semi-annual PPRs should cover activities that took place in the prior six-month period.

The Recipient must complete and electronically submit semi-annual PPRs and a final PPR to CMS's grants management data collection platform, GrantSolutions. GrantSolutions can be accessed via the following link: https://www.grantsolutions.gov. These reports should be uploaded to GrantSolutions via the **Performance Progress Report (PPR) Module**. These documents must be uploaded to the corresponding reporting period identified within the module, to include all the semi-annual and final reports.

Recipients with the following roles can view, edit, and submit the PPR:

- Recipient AOR
- Principle Investigator/Program Director (PI/PD) assigned to the Grant Project

Recipients that can edit or submit the PPR receive email notifications from GrantSolutions in the following instances:

- 14 days before the PPR is due
- One day after the PPR is due if the report was not submitted
- When the PPR is submitted
- When the PPR is returned by CMS for changes
- When the PPR is accepted by CMS

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

b) Final PPR. The Recipient must submit a final PPR to CMS. This report must provide a cumulative summary of activities completed during the entire Period of Performance, including, but not limited to:

- A complete discussion of the use of funds for the Section 206 State Planning Grant activities
- Analysis of effectiveness or success of the Section 206 State Planning Grant
- Lessons learned;
- A description of activities that will be sustained; and

- A listing of all approved publications.

The Final PPR is due, along with other required closeout materials, 120 days after the end of the Cooperative Agreement Period of Performance.

See the progress reporting schedule attached to the NoA. All progress reports must be in a format compliant with section 508 of the Rehabilitation Act (29 U.S.C. 794d).[3] For more information on ensuring 508 compliance, see the 508 compliance guidance. The absence of satisfactory progress reports may result in CMS deciding to terminate Recipient's award, and to allocate those funds as determined by CMS. CMS reserves the right to request the Recipient to clarify or provide additional details in these reports.

16. **Financial Reports.** CMS requires that financial reports be submitted via PMS on a semi-annual basis. A final Federal Financial Report (FFR) must also be submitted to PMS. See also the STCs, Post Award Monitoring and Reporting, Section 31. Reporting Requirements, Part D. Financial Reporting.

- **Semi-Annual Expenditure Federal Financial Report.** The Recipient shall complete Semi-Annual Expenditure Federal Financial Reports (SF-425 or FFR) in PMS no later than 30 days following the last day of the applicable semi-annual reporting period listed in these PTCs. For specific directions on filing the Semi-Annual Expenditure Federal Financial Report, see STCs, Section 31(D), Reporting Requirements.

- **Final Expenditure Federal Financial Report.** The Recipient shall submit the final Expenditure Federal Financial Report (SF-425 or FFR) in PMS no later than 120 days after the end of the Cooperative Agreement Period of Performance.

Cohort 1

Report Type	Reporting Period	Due Date
Semi-Annual FFR	January 13-June 30 (BPs 1-4)	July 30 (BPs 1 - 4)
Semi-Annual FFR	July 1-December 31 (BPs 1-4)	January 30 (BPs 1 - 4)
Final FFR	January 13, 2025-June 30, 2029 (Period of Performance)	October 29, 2029

Cohort 2

[3] For more information on ensuring 508 compliance: https://www.hhs.gov/web/section-508/index.html

Report Type	Reporting Period	Due Date
Semi-Annual FFR	August 11-December 31 (BPs 1-4)	January 30 (BPs 1 - 4)
Semi-Annual FFR	January 1-June 30 (BPs 1-4)	July 30 (BPs 1 - 4)
Final FFR	August 11, 2025-June 30, 2029 (Period of Performance)	October 29, 2029

PRIOR APPROVALS

17. **Personnel Changes.** The Recipient is required to notify the CMS PO and the CMS Grants Management Specialist within ten (10) days of any key personnel changes affecting the award. The AOR, PD, and Financial Officer (who is responsible for completing the Financial Report SF-425), as well as any Key Contractor staff are considered key personnel.

    Key personnel changes require prior CMS approval. The Recipient must submit key personnel changes in GrantSolutions. See STCs, Term #14 **Prior Approval Requirements.**

18. **Subrecipients, Contract, and Consultants.** As stated in the STCs term #14, Prior Approval Requirements, Recipient must request prior approval for**:**
    - Subaward activities not yet proposed or approved
    - Contract activities not yet proposed or approved
    - Consultant activities not yet proposed or approved

    A detailed itemized budget must be provided for all Subrecipients, contractual, and consultant agreements. If this information is unknown at the time of application or for a subsequent NCC application, the Recipient must follow-up and provide this information via a Revision (NoA Other) or Revision (Budget) amendment in GrantSolutions as soon as this information can be provided to CMS.

    Additionally, the Recipient will use Guidance for Preparing a Budget Request and Narrative for required contractual and consultant questions the Recipient must address. The Recipient may not incur costs or draw down funds to support these activities until CMS provides prior approval.

19. **Change in Scope.** Prior approval from CMS is required for a change in scope if Recipient anticipates deviating from the original scope of work as described in the CMS approved grant application and work plan for which the cooperative agreement was awarded. If proposing changes, the Recipient must first consult with the CMS PO prior to submitting a formal amendment request in GrantSolutions. The formal request must include a detailed explanation for the change to the scope of work, including a revised timeline, work plan, and budget, and be submitted as an amendment in GrantSolutions. If approved, the CMS

Grants Management Officer will issue a revised NoA indicating approval. See STCs, Term #14 Prior Approval Requirements.

20. **Requesting Program Goal or Milestone Extensions.** Recipients seeking an extension on the submission of any program goal and milestone must submit that extension request in writing to their CMS PO at least ten (10) days prior to the deadline. The AOR must sign the request and submit it as a Grant Message in GrantSolutions. The brief written request must cite at a minimum:

    - The specific milestone and original submission date;
    - The Recipient's proposed new submission date or estimated timeframe for submission; and
    - The reason(s) for the extension request.

    If the milestone is missed and no extension was requested or approved, the request is considered delinquent. Recipients may be subject to specific remediation activities and actions at CMS's discretion based on missed milestones. The CMS PO, in consultation with the Grants Management Specialist, has the discretion to approve or reject any requested extension. The CMS PO will submit a written response (approval or denial) to the request via a Grant Message in GrantSolutions.

MONITORING

21. **Award Monitoring.** CMS will monitor the project to assess Recipient's performance, including identification of potential problems and areas where technical assistance might be necessary. CMS monitoring activities may include phone calls between the Recipient and the CMS PO, review of programmatic progress and financial reports, prior approval requests to utilize funding, spend rates, correspondence between the Recipient and CMS, audit reports, site visits, and other activities using information available to CMS.

    Nothing in these PTCs shall be construed to limit or otherwise prevent CMS from monitoring the Recipient.

REMEDIATION ACTIONS, ENFORCEMENT ACTIONS, AND TERMINATION

22. **Remediation Actions.** CMS may impose additional specific award conditions, as needed in accordance with 2 CFR 200.208, Specific Conditions, for Recipient's failure to comply with and meet the deadlines stated in Section 12, Reporting Requirements, of these PTCs. CMS will determine the specific remediation activities and actions. These activities and actions may include, but are not limited to:

a) Requiring payments as reimbursements rather than advance payments;

b) Withholding authority to proceed to the next phase until receipt of evidence of acceptable performance within a given performance period (e.g., developing a plan to address non-compliance, extending the Recipient's Pre-Implementation Period);

c) Requiring additional, more detailed financial reports;

d) Requiring additional project monitoring;

e) Requiring the recipient to obtain technical or management assistance; or

f) Establishing additional prior approvals.

23. Remedies For Non-Compliance. CMS may take an enforcement action against the Recipient if CMS determines that the Recipient is non-compliant with the Terms and Conditions of the NoA. Failure to comply with the Terms and Conditions of the NoA includes, but is not limited to, the following:

a) A documented pattern of non-cooperation with CMS, its contractors, HHS, or other federal agencies;
b) Failure to receive and implement technical assistance provided by CMS or its contractors;
c) Failure to comply with the Terms and Conditions of this Award, including the failure to meet any milestone or reporting requirement included in these PTCs;
d) Failure to provide complete and accurate data, including failure to provide in a timely manner data or other information requested by CMS in a format accessible to CMS and its contractors;
e) Failure to maintain valid authority to implement this Section 206 State Planning Grant as approved by CMS; and
f) Improper use of Cooperative Agreement Award funds.

If the Recipient is non-compliant with the Terms and Conditions of this NoA, CMS may take an enforcement action against the Recipient as referenced in the STCs, sections #36 and #37.

CMS may elect to allow the Recipient an opportunity to take appropriate remedies which may include the Recipient accepting specific award conditions, technical assistance, and/or adhering to a non-compliance action plan within a timeframe and manner determined by CMS. If the Recipient fails to meet the terms of any non-compliance action plan within the designated timeframe, CMS may terminate the NoA.

If the Recipient's actions endanger the public health and welfare, CMS may immediately terminate the NoA without the opportunity for corrective action.

CMS may amend these PTCs without the consent of the Recipient, as stated in these PTCs, for good cause, or as necessary to comply with applicable federal or state law, regulatory requirements, accreditation standards, or licensing guidelines or rules. CMS must include with any such amendment an explanation of the reasons for the amendment. To the extent practicable, CMS must provide the Recipient with 30 days advance written notice of any

unilateral amendment, which notice must specify the amendment's effective date.

24. **Termination by CMS.** Recipient should refer to the STCs, Section 37, Termination, for additional termination specifications.

25. **Notification of Risk or Significant Problems**. The Recipient shall notify the CMS Grants Management Specialist and the CMS PO within ten (10) business days upon discovery[4] in writing of any significant problems or risks relating to the administrative, financial, and programmatic aspects of the award. Significant problems include, but are not limited to, adverse findings pursuant to STCs, Section 33, Affirmative Duty to Track All Parties to the Award, or issues or barriers that may cause the Recipient to miss the Section 206 State Planning Grant milestones described in the Terms and Conditions of Award, or failure to implement the Section 206 State Planning Grant as described in the NoA.

[4] A problem is considered "discovered" as of the first day on which the problem is known, or reasonably should have been known, to the Recipient or to any employee, officer, or agent of the Recipient's business associate.

ATTACHMENT A

Section 206 of the Consolidated Appropriations Act, 2024: State Planning Grants to Promote Continuity of Care for Medicaid and CHIP Beneficiaries Following Incarceration

TIMELINE

ACTIVITY	TIMELINE
Cooperative Agreement Period of Performance	Cohort 1: January 13, 2025 through June 30, 2029 Cohort 2: August 11, 2025 through June 30, 2029
Acceptance of Cooperative Agreement Award Budget Period 2 (BP 2)	Upon initial draw of funds from PMS
Monitoring Calls with CMS Project Officer	Monthly
Semi-Annual PPRs	30 days after the end of each semi-annual reporting period.
Semi-Annual Financial Reports	30 days after the end of each semi-annual reporting period. See STCs for Financial Reporting Instructions
Final PPR 120 days after the end of the Period of Performance	October 29, 2029

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

These terms and conditions apply to all funded award actions issued on or after June 1, 2026

GENERAL

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

   Recipients must comply with all terms and conditions of their NoAs, including:
   (a) These Standard Terms and Conditions
   (b) Recipient Specific Terms and Conditions, if applicable
   (c) Program Terms and Conditions
   (d) requirements of the authorizing statutes and implementing regulations for the program under which the NoA is funded
   (e) applicable requirements or limitations in appropriations acts
   (f) terms and conditions included in the HHS Grants Policy Statement **HHS GPS - effective 10/1/2025** in effect at the time of a new, noncompeting continuation, or renewal, or supplemental awards
   (g) the **HHS Administrative and National Policy Requirements**
   (h) Statutory and national policy requirements in **2 CFR 300.300**
   (i) applicable grant regulations in **2 CFR 200** and **2 CFR 300**
   (j) any policies or requirements specific to the award; and
   (k) any requirements included in the Notice of Funding Opportunity (NOFO).

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

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

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

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

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

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

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

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

Recipient acknowledges that a knowing false statement relating to recipient's compliance with the above requirements and/or eligibility for the NOA may subject recipient to liability under the False Claims Act, **31 U.S.C. § 3729**, and/or criminal liability, including under **18 U.S.C. § 287** and **18 U.S.C. § 1001**.

If the recipient cannot accept the terms and conditions of this NoA, the recipient must notify the Grants Management Officer (GMO), in writing, within thirty (30) days of the issue date of this NoA in accordance with the **HHS Grant Policy Statement (GPS) 2.6.1: Accepting the Award**. Once an award is accepted by a recipient, the contents of the NoA are binding on the recipient unless and until modified by a revised NoA signed by the GMO.

3. **Court Orders**. Any term or condition in this NoA, including those incorporated by reference, that HHS is enjoined by court order from imposing or enforcing shall not apply or be enforced as to any recipient or subrecipient to which that court order applies and while that court order is in effect.

4. **CMS Priorities.** The recipient of this award must implement any funds awarded under this NOFO to advance program goals or agency priorities in alignment with CMS priorities when authorized by the program statute.

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

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

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

      The recipient Organization must identify a PI/PD who will dedicate sufficient time and effort (minimally 25%) to manage and provide oversight of the grant/cooperative

agreement program. Sufficient time and effort are defined as the time and effort required to successfully fulfill all program requirements and expectations as well as meet the project goals. You must justify the time committed as necessary to meet this threshold. CMS reserves the right to require additional time.
NOTE: A PI/PD must be committed financially to this award, i.e., the position must be funded with federal funds or alternatively, can be funded as a cost-share (in-kind) by the recipient (or a combination of the two). A PI/PD cannot dedicate time as a cost share (in-kind) without documenting this commitment on the Notice of Award (as a non-federal share). This is true, even if there is no required cost sharing for the award. The recipient has a choice as to how the PI/PD is funded.

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

  While we do not require a minimum level of effort for the AOR because the necessary time commitment will vary, the AOR (if an award is received) acknowledges and confirms upon recipient's drawdown of funds his/her responsibility to provide oversight of the award and to provide the necessary signature approvals on all documents. Additionally, the AOR must attend meetings with CMS as required by the terms and conditions of award. An AOR must ensure he/she allocates sufficient time for financial oversight, programmatic monitoring, and compliance with CMS grant requirements. CMS reserves the right to require additional effort if the time committed is insufficient.

- Key Personnel:
  The PI/PD and other individuals who contribute to the programmatic development or execution of a project in a substantive, measurable way, whether they receive salaries or compensation under the award.

8. **Uniform Administrative Requirements, Cost Principles, and Audit Requirements.**
The NoA issued is subject to the administrative requirements, cost principles, and audit requirements that govern Federal monies associated with this NoA, as applicable, in the Uniform Guidance – **2 CFR 200** and **2 CFR 300**.

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

Subparts A through E from 2 CFR 200 apply to the recipient, the subrecipient, or both as applicable. The use of "or" between recipient and subrecipient does not mean that applicable

requirements or recommendations only apply to one of these entities unless the context clearly indicates otherwise. (see also **2 CFR 200.101(a)(4)**)

9. **Fraud, Waste, and Abuse.** The HHS Office of the Inspector General (OIG) maintains a toll-free number (1-800-HHS-TIPS [1-800-447-8477]) for receiving information concerning fraud, waste, or abuse under grants and cooperative agreements as well as the **HHS OIG website**. Information may also be submitted by **email** or by mail to:

   Office of the Inspector General
   U.S. Department of Health & Human Services
   Attn: HOTLINE
   330 Independence Ave., SW
   Washington, DC 20201

   Such reports are treated as sensitive material and submitters may decline to give their names if they choose to remain anonymous.

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

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

    Recipients must indicate which approved activity(ies) from the budget category(ies) identified on the SF-424A Form (e.g., personnel, supplies) that the payment request will cover. Also include the amount requested for each budget category. Do not include Personally Identifying Information (PII) in your request.

    The PMS funds request process enables recipients to request funds using a Personal Computer with an Internet connection. The funds are then delivered to the recipient via Electronic Funds Transfer (EFT). If you are a new grant recipient, register in PMS **here**. If you need further help with that process, please contact the One-DHHS Help Desk via email at **PMSSupport@psc.hhs.gov** or call (877) 614-5533 for assistance.

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

12. **GrantSolutions and email addresses.** Recipients must maintain an active account with GrantSolutions (GS) to communicate, receive, and obtain documentation from CMS. If the designated recipient Authorized Organizational Representative (AOR) and Project Director (PD) do not already have accounts in GS, they must contact GS immediately upon receipt of award to complete a user account form. Any change in key personnel, must also be

communicated to CMS and GS staff so that the key responsible individuals are current and correct within the GS system.

13. **Reservation of Rights.** Nothing contained in this NoA is intended or shall be construed as a waiver by the United States Department of Justice, the Internal Revenue Service, the Federal Trade Commission, HHS OIG, or CMS of any right to institute any proceeding or action against the recipient for violations of any statutes, rules or regulations administered by the Government, or to prevent or limit the rights of the Government to obtain relief under any other federal statutes or regulations, or on account of any violation of this award or any other provision of law. The NoA shall not be construed to bind any Government agency except CMS, and this NoA binds CMS only to the extent provided herein, unless prohibited by law. The failure by CMS to require performance of any provision shall not affect CMS's right to require performance at any time thereafter, nor shall a waiver of any breach or default result in a waiver of the provision itself.

ADMINISTRATIVE AND NATIONAL POLICY REQUIREMENTS

14. **Prior Approval Requirements.** CMS anticipates that the recipient may need to modify the recipient's NoA budget or other aspects of its approved application during performance to accomplish the award's programmatic objectives. In general, recipients are permitted to rebudget within and between budget categories to meet unanticipated needs and to make other types of post-award changes, provided that the changes still meet the statutory program requirements and the regulatory requirements under **2 CFR 200** and **2 CFR 300**, as applicable.

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

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

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

    Prior approval is **required** for but is not limited to:
    - Changes in Key Personnel and Level of Effort;

- Budget Revisions (see also Standard Term and Condition, 14. *Revision of Budget and Program Plans*);
- Subaward activities not yet proposed or approved;
- Consultant/Contract activities not yet proposed or approved;
- Changes in Scope;
- Carryover Requests;
- No Cost Extensions;
- Lifting of Funding Restrictions;
- Removal of Non-Compliance Plans;
- Equipment and other capital expenditures **2 CFR 200.439**
- Rearrangement and reconversion costs **2 CFR 200.462**

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

15. **Use of Carryover Funds.** If the use of carryover funds is permitted for your program (e.g., no statutory restrictions) and you receive prior approval to use carryover funds, then the following is applicable:
    - The authorized carryover amount in line 21 of your Notice of Award (NoA) is the maximum amount authorized based on recipient's report of unobligated funds.
    - Should additional unobligated funds be identified, the recipient must seek prior approval to expend those additional funds.
    - Should the unobligated balances be determined to be less than the amount authorized in line 21, the recipient is only authorized to spend the actual amount available. It is the recipient's responsibility to reconcile reports submitted to PMS and to CMS. Reconciliation consists of ensuring that disbursements equal obligations and drawdowns or making any adjustments as necessary, e.g., for an overpayment.
    - CMS is not liable should recipient expenditures exceed the actual amount available.
    - Please note, carryover amounts do not add to the total authorized; they are funds re-authorized for expenditure during the current budget period. The total approved budget for the current budget period is reflected in field 33. The total Federal funds authorized to date for the period of performance is the amount in line 27 of the NoA.

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

    In accordance with **2 CFR 200.308(i), Transfer of Funds**, CMS requires prior approval for budget revisions where the transfer of funds among direct cost categories or programs, functions and activities in which the Federal share of the project exceeds the Simplified

Acquisition Threshold ($350,000) and the **cumulative amount** of such transfers exceeds or is expected **to exceed 10 percent** of the total budget as last approved. CMS cannot permit a transfer that would cause any Federal appropriation to be used for purposes other than those consistent with the appropriation.

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

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

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

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

21. **Human Subjects Protection.** If applicable to recipient's program, the recipient bears ultimate responsibility for protecting human subjects under the award, including human subjects at all sites, and for ensuring that a Federal-wide Assurance (FWA) approved by the Office for Human Research Protections (OHRP) and certification of Institutional Review Board (IRB) review and approval have been obtained before human subjects research can be conducted at each collaborating site. For more information about OHRP, FWA, and IRBs, click **here**.

    Recipients may not draw funds from PMS, request funds from the paying office, or make obligations against Federal funds for research involving human subjects at any site engaged in nonexempt research for any period not covered by both an OHRP-approved assurance and IRB approval consistent with **45 CFR Part 46**. Costs associated with IRB review of human research protocols are not allowable as direct charges under grants and cooperative agreements unless such costs are not covered by the organization's indirect cost rate.

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

22. **Privacy and Security of Health Information.** The recipient shall put all appropriate regulatory, administrative, technical, and physical safeguards in place before applicable program activities begin to protect the privacy and security of individually identifiable health

information. In doing so, regardless of whether it is a covered entity (CE) or business associate (BA) as those terms are defined under the HIPAA Privacy Rule, the recipient shall ensure its own and its subrecipients' and contractors' policies and procedures are at least as stringent (i.e., protective of privacy) as those governing the use and disclosure of protected health information by HIPAA CEs and their BAs under **45 CFR Part 160** and **45 CFR Part 164**. The recipient and its subrecipients should consult with their own counsel and refer to the **HIPAA guidance materials** for further information about the requirements in 45 CFR Parts 160 and 164.

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

24. **Mandatory Disclosures.** Consistent with **2 CFR 200.113, Mandatory disclosures**, applicants and recipients must promptly disclose, in writing, to CMS with a copy to the HHS OIG, all information related to violations of federal criminal law involving fraud, bribery, or gratuity violations potentially affecting the federal award. Additionally, subrecipients must promptly disclose, in a timely manner, in writing to the prime recipient (pass through entity) and the HHS OIG, all information related to violations of federal criminal law involving fraud, bribery, or gratuity violations potentially affecting the federal award. Disclosures must be sent in writing to CMS and to the HHS OIG at the following addresses:

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

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

    AND

    U.S. Department of Health & Human Services
    Office of Inspector General
    ATTN: Mandatory Grant Disclosures, Intake Coordinator
    330 Independence Avenue, SW, Cohen Building
    Room 5527
    Washington, DC 20201
    Fax: (202) 205-0604 (Include "Mandatory Grant Disclosures" in subject line) or
    Email: **MandatoryGranteeDisclosures@oig.hhs.gov**

Failure to make required disclosures can result in any of the remedies described in **2 CFR 200.339, Remedies for noncompliance**, including suspension or debarment (See **2 CFR 200 Part 180** & **2 CFR 200 Part 376** and **31 U.S.C. 3321**).

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

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

26. **Appropriations Provision.** The Department of Health and Human Services (HHS) operates under Appropriations and Extensions Acts, as applicable, each fiscal year. Recipients must review and comply with applicable General Provisions for the Department of Health and Human Services included within the Appropriations Law for the current fiscal year. These provisions may apply to all recipients of HHS federal funding OR may apply directly to recipients of federal funding from one or more HHS agencies.

    Salary Limitations: None of the funds appropriated in this title shall be used to pay the salary of an individual, through a grant or other extramural mechanism, at a rate in excess of Executive Level II. This salary cap applies to direct salaries. Recipients may pay salaries at a rate higher than the Executive Level II if the amount beyond the HHS salary cap is paid with non-HHS funds. Since the Executive Level II rate and HHS Appropriations Act citation changes each year, HHS refers to the most recent information posted on the Office of Personnel Management (OPM) website at **2025 Executive Level II Pay Scale** (January 1, 2025 – December 31, 2025). Please consult **the OPM website (Salaries and Wages)** in January 2026 for the salary cap for 2026 (January 1, 2026 – December 31, 2026).

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

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

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

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

COST PRINCIPLES

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

Determining Costs Applicable to Research and Development Under Grants and Contracts with Hospitals.

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

Guidelines for determining direct and indirect (F&A) costs charged to Federal awards are provided in **2 CFR 200 Direct and Indirect Costs** and **Special considerations for States, Local Governments, and Indian tribes**. Requirements for development and submission of indirect (F&A) cost rate proposals and cost allocation plans are contained in Appendices III - Appendix IX to Part 200.

For-profit entities which receive the preponderance of their federal awards from HHS may contact the Division of **Financial Advisory Services (DFAS), Indirect Cost Branch**, to negotiate an indirect cost rate. Otherwise, for-profit organizations are limited to the 15% de minimis rate in accordance with 2 CFR **200.414(f)**.

29. **Prohibited Uses of Grant or Cooperative Agreement Funds.** The following list contains costs that are unallowable for all CMS programs. Recipients must consult the Program Terms and Conditions for other prohibited costs specific to the grant or cooperative agreement program.
    - Pre-award costs.
    - Meeting matching requirements for any other federal funds or local entities.
    - Services, equipment, or supports that are the legal responsibility of another party under federal, state, or tribal law such as vocational rehabilitation or education services. Such legal responsibilities include, but are not limited to, modifications of a workplace or other reasonable accommodations that are a specific obligation of the employer or other party.
    - Goods or services not allocable to the approved project.
    - Supplanting existing state, local, tribal, or private funding of infrastructure or services, such as staff salaries.
    - Construction.
    - Capital expenditures for improvements to land, buildings, or equipment that materially increase their value or useful life as a direct cost except with the prior written approval.
    - The cost of independent research and development, including their proportionate share of indirect costs in accordance with **2 CFR 300.477**.
    - Profit to any recipient even if the recipient is a for-profit organization. Profit is any amount in excess of allowable direct and indirect costs.
    - Funds related to any activity designed to influence the enactment of legislation, appropriations, regulation, administrative action, or executive order proposed or

[2] There are no cost principles specifically applicable to grants to for-profit organizations. Therefore, the cost principles set forth in the FAR (48 CFR subpart 31.2) generally are used to determine allowable costs under CMS grants to for-profit organizations. As provided in those cost principles, **allowable travel costs** may not exceed those established by the FTR.

pending before the Congress or any state government, state legislature or local legislature or legislative body. See also **45 CFR part 93**, **2 CFR 200.450, Lobbying,** and applicable Appropriations Law**.**

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

For guidance on some types of costs that we restrict or do not allow, see **2 CFR 200, General Provisions for Selected Items of Costs**.

POST AWARD MONITORING AND REPORTING

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

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

Additionally, as is noted in 2 CFR 200, CMS annually conducts a review of risks posed by applicants prior to award (recipients should review the factors in their entirety at **2 CFR**

200.206, Federal agency review of risk posed by applicants). At-risk recipients, including those which do not comply with reporting requirements or have outstanding audit findings, may not receive a non-competing continuation award.

Alternatively, recipients could receive decreased funding, or their award could be terminated subject to the provisions at **2 CFR 200.340, Termination** if they are non-compliant with the terms and conditions of award. See also Standard Term and Condition, 37. *Termination*.

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

A. PROJECT AND DATA INTEGRITY

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

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

At any phase in the project, including the project's conclusion, the recipient, if requested by the CMS PO, must deliver to CMS materials, systems, or other items used, developed, refined or enhanced in the course of, or under the award. The recipient agrees that CMS must have a royalty-free, nonexclusive and irrevocable license to reproduce, publish, or otherwise use and authorize others to use the items for Federal government purposes. See also **200.315(b), Intangible Property**.

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

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

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

- Is your business or organization, as represented by the Unique Entity ID on this entity registration, responding to a Federal procurement opportunity that contains the provision at FAR 52.209-7, subject to the clause in FAR 52.209-9 in a current Federal contract**, or** applying for a Federal grant opportunity which contains the award term and condition described in 2 C.F.R. 200 **Appendix XII to Part 200, Award Term and Condition for Recipient Integrity and Performance Matters**?

C. SUBAWARD REPORTING AND EXECUTIVE COMPENSATION (FFATA)

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

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

D. FINANCIAL REPORTING

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

- Quarterly and semi-annual expenditure reports are due no later than 30 days following the applicable period.
- Annual expenditure FFRs are due no later than 90 days following the applicable budget period end date or 12-month period for multi-year budget periods.
- Final FFRs are due no later than 120 days following the period of performance end date.
    - The final FFR must show cumulative expenditures under the NoA and any unobligated balance of federal funds and as appropriate, all other parts of the form must be completed.
    - Additionally, recipient must liquidate all obligations incurred under the award not later than 120 days after the end of the period of performance. This deadline may be extended with prior written approval from the CMS Grants Management Specialist.

E. PROGRAMMATIC REPORTING

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

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

Recipients with the following roles can view, edit, and electronically submit the PPR:
- Recipient's Authorized Organizational Representative (AOR)
- Principal Investigator/Program Director (PI/PD) assigned to the Award

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

F. STEVENS AMENDMENT

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

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

Acknowledgement of Support
When issuing statements resulting from activities supported by HHS financial assistance, the recipient entity must include an acknowledgement of federal assistance using one of the following or a similar statement (see immediately below).

If the HHS grant or cooperative agreement is NOT funded with other non-governmental sources:

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

The HHS grant or cooperative agreement IS partially funded with other nongovernmental sources:

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

(a) **Review by CMS.** Recipient shall submit the following to the CMS PO for review and comment unless specified otherwise in the Program Terms and Conditions:

(i) At least 30 days prior to its release:

- publications that report results from or describe information obtained through this award.
- any external formal presentation of any report or statistical or analytical material based on information obtained through this award. Formal presentation includes papers, articles, professional publication, speeches, and testimony.
- external presentation-related material, such as abstracts, power point presentations or other slide decks, posters, and videos.
- all public materials specific to the program including but not limited to, brochures, recruitment materials, informational materials, advertisements, website copy, website pages, videos, and op-ed articles.

(ii) At least 7 days prior to release:

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

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

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

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

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

G. USE OF DATA AND WORK PRODUCTS (REPORTING)

At any phase of the project, including the project's conclusion, the recipient, if so requested by the CMS PO, must submit copies of analytic data file(s) with appropriate documentation, representing the data developed/used in end-product analyses generated under the award.

- The analytic file(s) may include primary data collected, acquired or generated under the award and/or data furnished by CMS.
- The content, format, documentation, and schedule for production of the data file(s) will be agreed upon by the Principal Investigator/Project Director (PI/PD) and the CMS PO.
- The negotiated format(s) could include both file(s) that would be limited to CMS's internal use and file(s) that CMS could make available to the general public.

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

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

H. ANNUAL PROPERTY REPORTING.

2 CFR 200.312, Federally owned and exempt property, is incorporated herein by reference. Recipient must submit annually an inventory listing of Federally owned property in its custody to CMS.

I. PATENTS AND INVENTIONS

In accordance with **2 CFR 200.448, Intellectual Property**, all recipients are subject to applicable regulations governing patents and inventions, including government-wide regulations issued by the Department of Commerce at **37 CFR Part 401**. If applicable, recipients must report any inventions on an annual basis using the non-competing continuation application or annual progress report for multi-year budget periods.

A Final Invention Statement and Certification (**Form HHS 568**) must be completed and submitted within 120 days following the expiration or termination of a grant or cooperative agreement.

- The Statement must include all inventions which were conceived or first actually reduced to practice under the grant or award, from the original effective date of support through the date of completion or termination.
- The Statement shall include any inventions reported previously for grants and cooperative agreements as part of a non-competing continuation application or annual progress report.
- Recipients must also provide details about all inventions that have been licensed but not patented and include details on income resulting from HHS-funded inventions and patents.

Unpatented research products or resources—research tools—may be made available through licensing to vendors or other investigators. Income earned from any resulting fees must be treated as program income. This reporting requirement is applicable to grants and cooperative agreements issued by the U.S. DHHS in support of research and research-related activities. For further guidance, please see the HHS GPS: *Patents and Inventions* and *Invention Reporting*.

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

A non-Federal entity that expends **$1,000,000** or more during the non-Federal entity's FY in Federal awards must have a single or program-specific audit conducted for that year and submit an audit reporting package to the Federal Audit Clearinghouse (FAC). HHS grant awarding agencies are required to ensure that single or program-specific audits are completed and reported by recipients within nine months after the end of the audit period (recipient FY end date).

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

For-profits including for-profit hospitals should consult **2 CFR 300.218** for limitations on profit and program income.

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

- the HHS Audit Resolution Division (ARD) via email at **For-Profit_Audit@hhs.gov**
- copy to: CMS KC_OIG_Audit at **KC_OIG_Audit@cms.hhs.gov**
- copy to the Grants Management Specialist identified in Federal Awarding Agency box #9 on the NoA.
- All for-profit organization audit submission questions should be sent to ARD via email at **AuditResolution@hhs.gov**.

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

SUBRECIPIENT PASS-THROUGH REQUIREMENTS

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

The recipient is **completely** legally and financially responsible for **all** aspects of this NoA including funds provided to subrecipients, in accordance with **2 CFR 200, Subpart D, Subrecipient monitoring and management**.

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

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

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

- For all first-tier subawards regardless of potential value. Agencies must also require first tier- subrecipients and lower-tier subrecipients to check SAM.gov and
- For all first-tier procurement contracts with a value of **$40,000** or more and all lower tiers of subcontracts under covered non-procurement transactions (**2 CFR 376.220**).

The purpose of this affirmative duty is to track all parties that include health care, commercial, non-profit, and other people and entities to report immediately to the CMS PO and Grants Management Specialist those that cannot participate in federal programs or receive federal funds. The recipient cannot have any persons or entities on the NoA that cannot participate in federal programs or receive federal funds. If any of these systems are not publicly available, then the recipient must comply with the purpose and intent of this requirement using a process that meets at least the level of scrutiny provided by these databases.

The recipient shall provide the CMS PO and Grants Management Specialist with the National Provider Identifier (NPI), Tax ID, and EIN, as applicable, of all Key Personnel and/or entities to the NoA that may include subrecipients. This list shall be provided to CMS as a Grant Note/Message in GS within **thirty (30) days** from the start of the award and must be maintained in real time throughout the NoA.

34. **Pass Through Entities, Subrecipients, and Contractors.** **2 CFR 200.331, Subrecipient and contractor determinations**, and **2 CFR 200.332, Requirements for pass-through entities**, are incorporated herein by reference.

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

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

REMEDIES FOR NONCOMPLIANCE

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

37. **Termination.** This NoA is subject to the termination provisions at **2 CFR 200.340**. Pursuant to 2 CFR 200.340, the recipient agrees by accepting this NoA that continued funding for the award is contingent upon:
    - the availability of appropriated funds,
    - recipient satisfactory performance,
    - compliance with the Terms and Conditions of the award, and
    - to the extent authorized by law, if CMS determines that the award no longer effectuates program goals or agency priorities.

    In accordance with 200.340(c), if CMS terminates the Federal award prior to the end of the period of performance due to the recipient's material failure to comply with the terms and conditions of the Federal award, CMS must report the termination in SAM.gov. Material noncompliance includes, but is not limited to, violation of the terms and conditions of the award; failure to perform award activities in a satisfactory manner; improper management or use of award funds; or fraud, waste, abuse, mismanagement, or criminal activity.

CLOSEOUT

38. **Withdrawal.** If the recipient decides to withdraw from this award prior to the end of the period of performance, it must provide written notification (both hard copy and via email) to the CMS Grants Management Specialist at least fifteen (15) days in advance of the date of official withdrawal and termination of these terms. The letter must be signed by the AOR and other appropriate individuals with authority and submitted as a Revision (NoA Other) amendment in GrantSolutions. CMS will not be liable for any withdrawal close-out costs that are borne by the recipient. Recipients have three (3) days to return all unused grant funds.

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

Recipient must complete and submit the **SF-428 Cover Letter** and the **SF-428-B Tangible Personal Property Report, Final Report.** The Tangible Personal Property Report (SF-428) is a standard form to be used by awarding agencies to collect information related to tangible personal property when required by a Federal financial assistance award. This form:

- allows recipients to request specific disposition of federally owned property and acquired equipment.
- provides a means for calculating and transmitting appropriate compensation to CMS for residual unused supplies.

As noted in 1.b of this report, if your agency is in possession of Federally-owned property or acquired equipment (defined as nonexpendable personal property with an acquisition cost of $10,000 or more under the award), you must also submit a **SF-428-S, Supplemental Sheet**, that lists and reports on all Federally owned or acquired equipment under the specific grant or cooperative agreement award. If there is no tangible personal property to report, select "d." in section 1 of the SF-428-B and indicate "none of the above."

Recipient must request specific disposition instructions from CMS if the recipient has federally owned property. Otherwise, disposition instructions are here **§ 200.313 Equipment § 200.314 Supplies.**

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