1. DATE ISSUED MM/DD/YYYY	2. CFDA NO.	3. ASSISTANCE TYPE
12/16/2014	93.624	Cooperative Agreement

Department of Health and Human Services

Centers for Medicare & Medicaid Services

Office of Acquisitions and Grants Management

7500 Security Boulevard
Baltimore, MD 21244

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except that any additions or restrictions previously imposed remain in effect unless specifically rescinded

4. GRANT NO.	5. ACTION TYPE
1G1CMS331400-01-00 Formerly	New

6. PROJECT PERIOD	MM/DD/YYYY		MM/DD/YYYY
From	02/01/2015	Through	01/31/2019

7. BUDGET PERIOD	MM/DD/YYYY		MM/DD/YYYY
From	02/01/2015	Through	01/31/2016

NOTICE OF AWARD

AUTHORIZATION (Legislation/Regulations)
Section 1115A of the Social Security Act (added by section 3021 of the Patient Protection and Affordable Care Act (P.L. 111-148))

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

9a. GRANTEE NAME AND ADDRESS
Iowa Department of Human Services
1305 E Walnut St Bldg HOOVER # FL-1
Des Moines, IA 50319-0106

9b. GRANTEE PROJECT DIRECTOR
Ms. Stephanie Clark
1305 E Walnut St Bldg FL-1
MEDICAL ASSISTANCE
Des Moines, IA 50319-0106
Phone: (515) 256-4646

10a. GRANTEE AUTHORIZING OFFICIAL
Ms. Stephanie Clark
1305 E Walnut Street
HOOVER BLDG, FL-1
MEDICAL ASSISTANCE
DES MOINES, IA 50319-0114
Phone: (515) 256-4646

10b. FEDERAL PROJECT OFFICER
Ms. Leah Nash
7500 Security Boulevard
Baltimore, MD 21244
Phone: 610-513-5311

ALL AMOUNTS ARE SHOWN IN USD

11. APPROVED BUDGET (Excludes Direct Assistance)

I Financial Assistance from the Federal Awarding Agency Only

II Total project costs including grant funds and all other financial participation — II

a.	Salaries and Wages	0.00	
b.	Fringe Benefits	0.00	
c.	Total Personnel Costs		0.00
d.	Equipment		0.00
e.	Supplies		104,743.00
f.	Travel		7,000.00
g.	Construction		0.00
h.	Other		0.00
i.	Contractual		7,876,921.00
j.	TOTAL DIRECT COSTS		7,988,664.00
k.	INDIRECT COSTS		0.00
l.	**TOTAL APPROVED BUDGET**		7,988,664.00
m.	Federal Share		7,988,664.00
n.	Non-Federal Share		0.00

12. AWARD COMPUTATION

a. Amount of Federal Financial Assistance (from item 11m)	7,988,664.00
b. Less Unobligated Balance From Prior Budget Periods	0.00
c. Less Cumulative Prior Award(s) This Budget Period	0.00
d. **AMOUNT OF FINANCIAL ASSISTANCE THIS ACTION**	7,988,664.00
13. Total Federal Funds Awarded to Date for Project Period	7,988,664.00

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

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

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

b

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

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

REMARKS (Other Terms and Conditions Attached - [x] Yes [ ] No)
See Standard Cooperative Agreement Terms and Conditions

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

17. OBJ CLASS 4115	18a. VENDOR CODE 1426004568A9	18b. EIN 426004568	19. DUNS 137348624	20. CONG. DIST. 03
FY-ACCOUNT NO.	DOCUMENT NO.	ADMINISTRATIVE CODE	AMT ACTION FIN ASST	APPROPRIATION
21. a. 5-5990300	b. 1G1331400A	c. SIM	d. $7,988,664.00	e. 75X0522
22. a.	b.	c.	d.	e.
23. a.	b.	c.	d.	e.

AWARD ATTACHMENTS

Iowa Department of Human Services 1G1CMS331400-01-00

1. Iowa Terms and Conditions

State Innovation Models (SIM):
Funding for Model Design and Testing Assistance

Cooperative Agreement Award to State of Iowa for Model Testing Assistance

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

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

2. **The HHS Grants Policy Statement (HHS GPS).** This award is subject to the requirements of the HHS GPS that are applicable to the Recipient based on the Recipient type and the purpose of this award. This includes any requirements in Part I and II (available at http://www.hhs.gov/asfr/ogapa/aboutog/hhsgps107.pdf) of the HHS GPS that apply to an award. Although consistent with the HHS GPS, any applicable statutory or regulatory requirements directly apply to this award in addition to any coverage in the HHS GPS.

3. **Uniform Administrative Requirements.** Title 45 of the Code of Federal Regulations (CFR) provides uniform administrative requirements for all Department of Health and Human Services (DHHS) grants and cooperative agreements, in 45 CFR Parts 74 and 92. These regulations are based upon entity type and can be accessed via the links provided below.

   45 CFR Part 74 - Uniform Administrative Requirements for Awards and Subawards to Institutions of Higher Education, Hospitals, Other Nonprofit Organizations, and Commercial Organizations http://www.gpo.gov/fdsys/pkg/CFR-2002-title45-vol1/pdf/CFR-2002-title45-vol1-part74.pdf

   45 CFR Part 92 - Uniform Administrative Requirements for Grants and Cooperative Agreements to State, Local, and Tribal Governments http://www.gpo.gov/fdsys/pkg/CFR-2002-title45-vol1/pdf/CFR-2002-title45-vol1-part92.pdf

4. **Cost Principles.** This award is subject to the principles set forth below for determining costs of grants, contracts, and other agreements based upon entity type as set forth in the following cost principle documents which can be accessed via the links provided below and are specifically incorporated herein.

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

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

- **Institutions of Higher Education:** 2 CFR Part 220 (Formerly OMB Circular A-21) http://www.whitehouse.gov/omb/circulars_default/

- **State and Local Governments:** 2 CFR Part 225 (Formerly OMB Circular A-87) http://www.whitehouse.gov/omb/circulars_default/

- **Nonprofit Organizations:** 2 CFR Part 230 (Formerly OMB Circular A-122) http://www.whitehouse.gov/omb/circulars_default/

- **Hospitals:** 45 CFR Part 74, Appendix E http://www.gpo.gov/fdsys/pkg/CFR-2007-title45-vol1/pdf/CFR-2007-title45-vol1-part74-appE.pdf

- **For-Profit Organizations:** FAR 31.2 http://www.ecfr.gov/cgi-bin/text-idx?c=ecfr&SID=80bc6470ba120ab181d9a93a600a420d&rgn=div5&view=text&node=48:1.0.1.5.30&idno=48

5. **Additional Cost Requirements.** Recipients must comply with the following supporting documentation requirements:

   - Equipment/Technology items – As defined in 45 CFR Parts 74 and 92, equipment means tangible nonexpendable personal property, including exempt property, charged directly to the award having a useful life of more than one year and an acquisition cost of $5,000 or more per unit. However, consistent with recipient policy, lower limits may be established. Technology items such as computers that do not meet the $5,000 per unit threshold or an alternative lower limit set by recipient policy that may therefore be classified as supplies, must still be individually tagged and recorded in an equipment/technology database. This database should include any information necessary to properly identify and locate the item. For example: serial # and physical location of equipment (e.g. laptops, tablets, etc.). **In addition, purchase of Technology items (both those classified as equipment (tangible nonexpendable personal property with an acquisition cost of $5,000 or more per unit) and those classified as supplies (tangible expendable personal property with an acquisition cost of less than $5,000 per unit)), over and above that which is already approved in the budget must be approved by the Grants Management Specialist (regardless of acquisition cost).**

   - Travel mileage expenses - All federally funded travel must be tracked through a travel log which includes: traveler/position, destination, length of stay, mileage, per diem, reason for the trip, airfare, and any other reimbursable expenses.

   - Conference attendance - For attendance at any conference, including those sponsored by CMS, recipients must submit a breakdown of costs associated with attending the conference for prior approval. This should include all costs associated with travel to the conference and a brief narrative explaining the program related purpose/how attending the conference will further the objectives of the program. (refer to **Attachment A** to these Standard Terms and Conditions for the HHS Policy on Promoting Efficient Spending for Conferences and Meetings)

6. **Audit Requirements.** This award is subject to OMB Circular A-133 which provides requirements for the audit of States, local governments, and non-profit organizations expending Federal awards. Non-federal entities that expend $500,000 or more in a year in Federal awards shall have a single or program specific audit conducted for that year in accordance with OMB Circular A-133, Audits of States, Local Governments, and Non-Profit Organizations (http://www.whitehouse.gov/sites/default/files/omb/assets/a133/a133_revised_2007.pdf).

   For questions and information concerning the submission process, please contact the Federal Audit Clearinghouse (entity which assists Federal cognizant and oversight agencies in obtaining OMB Circular A-133 data and reporting packages) at 888-222-9907 or http://harvester.census.gov/sac.

   *Commercial Organizations must comply with the specific audit requirements in 45 CFR 74.26(d).

7. **Programmatic and Financial Reporting.** Recipients must comply with the programmatic and financial reporting requirements outlined in the Program Terms and Conditions of award. Failure to submit programmatic and financial reports on time may be basis for withholding financial assistance payments, suspension, termination or denial of continued funding. Recipient's failure to timely submit such reports may result in a designation of "high risk" for the recipient organization and may jeopardize potential future funding from the Department of Health and Human Services.

8. **Funding for Recipients.** All funding provided under this award shall be used by the Recipient exclusively for the program referenced in the Notice of Award and described in the funding opportunity announcement and delineated in the Recipient's approved proposal. This includes any approved revisions, as applicable, made subsequent to the Recipient's approved proposal. If the Recipient should use any of the funds for any purpose other than for the approved program, then all funds provided under this award shall be returned to the United States Treasury.

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

10. **Central Contractor Registration (CCR) and Universal Identifier Requirements.** This award is subject to the requirements of 2 CFR Part 25, Appendix A which is specifically incorporated herein by reference. For the full text of 2 CFR Part 25, refer to **Attachment B** to these Standard Terms and Conditions. To complete Central Contractor Registration requirements, Recipients must register or maintain registration in the System for Award

Management (SAM) database. Please consult the SAM website (https://www.sam.gov/portal/public/SAM/) for more information.

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

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

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

14. **Fraud, Waste, and Abuse.** The HHS Office of the Inspector General (OIG) maintains a toll-free number (1-800-HHS-TIPS [1-800-447-8477]) for receiving information concerning fraud, waste, or abuse under grants and cooperative agreements. Information also may be submitted by email to hhstips@oig.hhs.gov or by mail to Office of the Inspector General, Department of Health and 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.

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

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

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

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

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

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

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

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

    All publications, press announcements, posters, oral presentations at meetings, seminars, and any other information-dissemination format, including but not limited to electronic/digital media that is related to this project must include a formal acknowledgement of support from the Department of Health and Human Services, citing the Funding Opportunity Number as identified on the Funding Opportunity Announcement (FOA) as follows: "The project described was supported by Funding Opportunity Number CMS-1G1-14-001 from the U.S Department of Health and Human Services, Centers for Medicare & Medicaid Services." Recipient also must include a disclaimer stating that "The contents provided are solely the responsibility of the authors and do not necessarily represent the official views of HHS or any of its agencies." One copy of each publication, regardless of format, resulting from work performed under an HHS project must accompany the annual or final progress report submitted to CMS through its CMS PO.

During the project period and for six (6) months after completion of the project final evaluation report, the Recipient shall provide sixty (60) days written prior notice to the CMS Project Officer of any formal presentation of any report or statistical or analytical material based on information obtained through this award. Formal presentation includes papers, articles, professional publication, speeches, and testimony. In the course of this research, whenever the Principal Investigator/Project Director determines that a significant new finding has been developed, he/she will communicate it to the CMS Project Officer before formal dissemination to the general public. The Recipient shall notify CMS of research conducted for publication.

18. **Public Policy Requirements.** By signing the application, the authorized organizational official certifies that the organization will comply with applicable public policies. Once a grant is awarded, the recipient is responsible for establishing and maintaining the necessary processes to monitor its compliance and that of its employees and, as appropriate, subrecipients and contractors under the grant with these requirements. See Exhibit 3, Public Policy Requirements, Section II-3-5, in the HHS Grants Policy Statement, which contains information to help the Recipient determine what public policy requirements and objectives apply to its activities.

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

20. **Green Procurement.** To mitigate the environmental impacts of acquisition of IT and other products/equipment, Recipients are encouraged to: (1) participate in "Green procurement" based on the HHS Affirmative Procurement Plan (www.hhs.gov/asfr/ogapa/acquisition/10-2010_hhs_affirmative_procurement_plan.doc) and similar guidance from the Environmental Protection Agency (EPA) and the President's Council on Environmental Quality (CEQ); (2) use electronic products that are Energy Star® compliant and Electronic Product Environmental Assessment Tool (EPEAT) Silver registered or higher when available; (3) activate Energy Star® features on all equipment when available; (4) use environmentally sound end-of-life management practices, including reuse, donation, sale and recycling of all electronic products.

21. **Funding Opportunity Announcement.** All relevant project requirements outlined in FOA number CMS-1G1-14-001 apply to this award and are incorporated into these terms and conditions by reference.

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

23. **Termination.** CMS may terminate this grant agreement, or any part hereof, if the Recipient materially fails to comply with the terms and conditions of this award, or provisions of law pertaining to agreement performance. Materially fails includes, but is not limited to, violation of the terms and conditions of the award; failure to perform award activities in a satisfactory manner; improper management or use of award funds; or fraud, waste, abuse, mismanagement, or criminal activity. In addition, CMS may terminate this award if the Recipient fails to provide the Government, upon request, with adequate written and signed assurances of future performance. CMS will promptly notify the Recipient in writing of such termination and the reasons for it, together with the effective date. Recipient may terminate this award as set forth in 45 CFR 74.61(a)(3) or 45 CFR 92.44(b). In addition to termination, CMS may address material failure to comply with the terms and conditions of this award by taking such other action as set forth in 45 CFR 74.61 and 74.62 and in 45 CFR 92.43.

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

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

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

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

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

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

29. **Reservation of Rights.** Nothing contained in this Agreement is intended or shall be construed as a waiver by the United States Department of Justice, the Internal Revenue Service, the Federal Trade Commission, HHS Office of the Inspector General, or CMS of any right to institute any proceeding or action against Recipient for violations of any statutes, rules or regulations administered by the Government, or to prevent or limit the rights of the Government to obtain relief under any other federal statutes or regulations, or on account of any violation of this Agreement or any other provision of law. The Agreement shall not be construed to bind any Government agency except CMS, and this Agreement binds CMS only to the extent provided herein. 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.

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

31. **FY 2014 Appropriations Provision.** Department of Health and Human Services (HHS) Recipients must comply with all terms and conditions outlined in their grant awards, including grant policy terms and conditions contained in applicable HHS Grants Policy Statements, and requirements imposed by program statutes and regulations, Executive Orders, and HHS grant administration regulations, as applicable; as well as any requirements or limitations in any applicable appropriations acts.

32. **Consolidated Appropriations Act, 2014.** As stated in the above term and condition, this award is subject to the Consolidated Appropriations Act, 2014. The following information specifically references major policy provisions in the Act impacting the HHS Grants Community which are new or have changed since the prior appropriations act. The information cited below will remain in effect until further modified, superseded, or rescinded.

Division H, Title II, Section 203 – Cap on Salaries

FY2014 Enacted Language: Sec. 203. None of the funds appropriated in this title shall be used to pay the salary of an individual, through a grant or other extramural mechanism, at a rate in excess of Executive Level II.

This salary cap applies to direct salaries and to those salaries covered under indirect costs, also known as facilities and administrative (F & A) costs. The current Executive Level II salary rate is $181,500.

Division H, Title V, Section 528 – Pornography

Sec. 528(a) None of the funds made available in this Act may be used to maintain or establish a computer network unless such network blocks the viewing, downloading, and exchanging of pornography.

Sec. 528(b) Nothing in this subsection (a) shall limit the use of funds necessary for any Federal, State, tribal, or local law enforcement agency or any other entity carrying out criminal investigations, prosecution, or adjudication activities.

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

HHS Policy on Promoting Efficient Spending for Conferences and Meetings

It is the Department of Health and Human Services' (HHS) policy that conferences and meetings funded through grants and cooperative agreements: are consistent with legal requirements and HHS' missions, objectives, and policies; represent an efficient and effective use of taxpayer funds; and are able to withstand public scrutiny. A "conference" is defined as "[a] meeting, retreat, seminar, symposium or event that involves attendee travel."

Any conferences, with or without travel, that you believe are necessary to accomplish the purposes of this grant must have prior written CMS approval. These requests must be priced separately in the budget and include the following information:

(1) A description of its purpose;
(2) The number of participants attending;
(3) A detailed statement of the costs to the grant, including—
    (A) The cost of any food or beverages;
    (B) The cost of any audio-visual services for a conference;
    (C) The cost of attendee travel to and from a conference (e.g. employee, subrecipient, consultant); and
    (D) A discussion of the methodology used to determine which costs relate to a conference.

In addition, funds under this grant may not be used for the purpose of defraying the costs of a conference that is not directly and programmatically related to the purpose for which the grant is awarded (such as a conference held in connection with planning, training, assessment, review, or other routine purposes related to a project funded by the grant).

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

Award Term - Appendix A to Part 25

I. Central Contractor Registration and Universal Identifier Requirements

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

B. Requirement for Data Universal Numbering System (DUNS) Numbers
If you are authorized to make subawards under this award, you:

1. Must notify potential subrecipients that no entity (see definition in paragraph C of this award term) may receive a subaward from you unless the entity has provided its DUNS number to you.
2. May not make a subaward to an entity unless the entity has provided its DUNS number to you.

C. Definitions
For purposes of this award term:

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

2. *Data Universal Numbering System (DUNS) number* means the nine-digit number established and assigned by Dun and Bradstreet, Inc. (D&B) to uniquely identify business entities. A DUNS number may be obtained from D&B by telephone (currently 866-705-5711) or the Internet (currently at http://fedgov.dnb.com/webform).

3. Entity, as it is used in this award term, means all of the following, as defined at 2 CFR part 25, subpart C:
   a. A Governmental organization, which is a State, local government, or Indian Tribe;
   b. A foreign public entity;
   c. A domestic or foreign nonprofit organization;
   d. A domestic or foreign for-profit organization; and

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

4. Subaward:
   a. This term means a legal instrument to provide support for the performance of any portion of the substantive project or program for which you received this award and that you as the recipient award to an eligible subrecipient.
   b. The term does not include your procurement of property and services needed to carry out the project or program (for further explanation, *see* Sec. __.210 of the attachment to OMB Circular A–133, "Audits of States, Local Governments, and Non-Profit Organizations").
   c. A subaward may be provided through any legal agreement, including an agreement that you consider a contract.

5. Subrecipient means an entity that:
   a. Receives a subaward from you under this award; and
   b. Is accountable to you for the use of the Federal funds provided by the subaward.

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

Award Term – Trafficking in Persons

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

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

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

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

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

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

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

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

A. Associated with performance under this award; or

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

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

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

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

    i. Associated with performance under this award; or

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

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

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

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

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

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

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

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

1. "Employee" means either:

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

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

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

3. “Private entity”:

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

    ii. Includes:

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

        B. A for-profit organization.

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

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

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

I. Reporting Subawards and Executive Compensation.

a. Reporting of first-tier subawards.

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

2. Where and when to report.

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

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

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

b. Reporting Total Compensation of Recipient Executives.

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

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

ii. in the preceding fiscal year, you received –

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

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

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

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

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

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

c. Reporting of Total Compensation of Subrecipient Executives.

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

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

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

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

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

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

i. To the recipient.

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

d. Exemptions

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

i. Subawards, and

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

e. Definitions. For purposes of this award term:

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

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

ii. A foreign public entity;

iii. A domestic or foreign nonprofit organization;

iv. A domestic or foreign for-profit organization;

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

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

3. Subaward:

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

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

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

4. Subrecipient means an entity that:

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

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

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

i. Salary and bonus.

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

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

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

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

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

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

Pilot Program for Enhancement of Whistleblower Protections

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

Federal Acquisition Regulations

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

3.908 Pilot program for enhancement of contractor employee whistleblower protections

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

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

3.908-3 Policy
1. Contractors and subcontractors are prohibited from discharging, demoting, or otherwise discriminating against an employee as a reprisal for disclosing, to any of the entities listed at paragraph (b) of this subsection, information that the employee reasonably believes is evidence of gross mismanagement of a Federal contract, a gross waste of Federal funds, an abuse of authority relating to a Federal contract, a substantial and specific danger to public health or

safety, or a violation of a law, rule, or regulation related to a Federal contract (including the competition for or negotiation of a contract). A reprisal is prohibited even if it is undertaken at the request of an executive branch official, unless the request takes the form of a non-discretionary directive and is within the authority of the executive branch official making the request.

2. Entities to whom disclosure may be made.

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

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

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

Contract clause:

Contractor Employee Whistleblower Rights and Requirement to Inform Employees of Whistleblower Rights
(2013)

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

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

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

EFFECTIVE DATE: all grants and contracts issued on or after July 1, 2013 through January 1, 2017

State Innovation Models:
Funding for Model Design and Testing Assistance

Cooperative Agreement Award to State of Iowa for Model Testing Assistance

Program Terms & Conditions

1. **The HHS/CMS Center for Medicare & Medicaid Innovation (CMMI) Program Official.** The Program Official assigned with responsibility for technical and programmatic questions from the Recipient is Karen Murphy (email is Karen.Murphy@cms.hhs.gov and telephone is 410-786-9726).

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

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

4. **Budget and Project Period.** The project period for the State Innovation Models Round Two Testing Award is from February 1, 2015 to January 31, 2019. No funding may be drawn down against this award until the start date of the project period, February 1, 2015. The total budget will be distributed over the 48-month project period, during four separate budget periods. The first budget period, the pre-implementation period, is followed by three testing phase budget periods. Prior to the start of each budget period, Recipient must receive approval in writing to utilize a portion of the total budget approved under this project for the upcoming budget period. Recipient will only have access to the funding approved for that budget period unless (if applicable) CMS accepts Recipient's request for carryover of funds from the prior budget period. The first budget period for Recipient's Testing Award is February 1, 2015 to January 31, 2016. The funding approved for this first budget period is outlined in the Notice of Award.

   Future funding under this program will be issued through non-competing continuation awards conditional upon availability of funding, state performance, compliance with the terms and conditions, and demonstrated progress towards the goals and objectives of this FOA. Sixty (60) days before the end of the first budget period, Recipient must request a non-competing continuation award by submitting the required cooperative agreement documents (i.e. SF-424, SF-424A, Budget Narrative, and updated Operational Plan). If approved, Recipient will receive funding for a second budget period of 12 months.

5. **Improper use of State Innovation Models Funds.** No funds awarded under State Innovation Models Cooperative Agreements may be used to reimburse pre-award costs, or to provide

individuals with services that are already funded through Medicare, Medicaid, and/or CHIP. Additional examples of improper use of funding includes but is not limited to:

- **a.** To match any other Federal funds;
- **b.** To provide services, equipment, or support that are the legal responsibility of another party under Federal or state law (e.g., vocational rehabilitation, criminal justice, or foster care) or under any civil rights laws. Such legal responsibilities include, but are not limited to, modifications of a workplace or other reasonable accommodations that are a specific obligation of the employer or other party;
- **c.** To supplant existing Federal, state, local, or private funding of infrastructure or services;
- **d.** To be used by local entities to satisfy state matching requirements;
- **e.** To pay for the use of specific components, devices, equipment, or personnel that are not integrated into the entire service delivery and payment model proposal;
- **f.** To lobby or advocate for changes in Federal and/or state law.

6. **Prior Approval Requests.** Any prior approval request must be submitted in writing to the CMS PO and GMO via GrantSolutions, and provide sufficient detail to enable CMS to make a determination. Recipients should allow at least 30 days for review by CMS. Prior approval is required, but not limited to, the following: (1) significant rebudgeting, which occurs when there are cumulative transfers among direct cost budget categories for the current budget period that exceed 25 percent of the total approved budget for that budget period or $250,000, whichever is less; (2) transfer of the performance of substantive programmatic work to a third party; (3) purchase of a unit of equipment exceeding $25,000; and (4) any significant revisions to the approved cooperative agreement project.

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

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

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

9. **Model Testing Pre-Implementation Period Requirements.** The Recipient must submit an Operational Plan by December 1, 2015, or by a time specified by CMMI, along with the non-competing continuation award application. The Recipient agrees to address deficiencies in their Operational Plan as identified by CMMI, provide clarification on specified elements of their Operational Plan, and provide evidence to demonstrate their readiness for the first year of the Model Testing Phase. The submitted evidence should describe how broad-based accountability

for outcomes, including total cost of care for Medicare, Medicaid, and CHIP beneficiaries, is created. In addition, submitted evidence for new payment and service delivery models must describe a pathway with specific milestones to move the care in the state for the preponderance of the state's total population from models that reward service volume to clinical and financial models that reward better health, better care, and lower cost through improvement, and consider levers and strategies that can be applied to influence the structure and performance of the state's entire health care system, as stated in the FOA. The Recipient must cooperate with CMS and its contractors to ensure that the submitted evidence demonstrates their readiness for the first year of the Model Testing Phase. Integrated in the Operational Plan should be the roles and responsibilities of Key Personnel and subcontractors. CMMI will provide further guidance identifying the areas for which evidence must be presented in the Operational Plan and the format in which it should be presented.

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

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

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

    a. Implement and test a State Health Care Innovation Plan, encompassing the payment and services delivery models included within the Plan, which meets the requirements for Model Test as specified in the FOA. In addition, the Recipient is expected to perform rapid-cycle evaluation and adjust the State Health Care Innovation Plan according to evaluation findings and with reference to the Model Test requirements.

    b. Use Model Testing funds to produce better health, better care, and lower cost through improvement for Medicare (which may involve new or modified payment models), Medicaid, and/or CHIP beneficiaries. Specifically, the funds must be used to implement new payment and service delivery models that will support these outcomes.

    c. Expend no SIM funds in the following areas which are out of the scope of the State Innovation Models initiative:
    - Medicare eligibility changes;
    - Coverage or benefits reductions in Medicare or Medicaid or any changes that would have the effect of rationing care;
    - Increases in premiums or cost sharing;

- Increases in net federal spending under the Medicare, Medicaid or CHIP programs;
- Medicaid Federal Medical Assistance Percentage formula changes;
- Changes to the EHR incentive program for eligible professionals and eligible hospitals;
- Changes in State Financial Alignment Models;
- Reductions in Medicare beneficiary choice of provider or health plan, or Medicaid choice of provider or health plan beyond those allowed today; or changes to maintenance of effort requirements;
- Changes to CMS sanctions, penalties, or official denial of participation currently in effect.

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

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

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

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

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

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

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

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

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

m. Ensure that providers of many different medical specialties and associations (primary care physicians, surgeons, anesthesiologists, radiologists, etc.), from many different

clinical settings (academic medical centers, community hospitals, solo practices, etc.), who deliver care to many different populations are engaged and actively contributing to the implementation and testing of the State Health Care Innovation Plan. Furthermore, the Recipient must have a strategy to require, monitor, continuously evaluate and improve their participation.

n. Actively participate in learning system activities.

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

p. Clarify overlap and coordination with proposed model and other HHS/CMMI demonstrations/funding related to healthcare transformation. Explicit coordination is required between recipients of the Transforming Clinical Practice Initiatives' (TCPI) Support and Alignment Network and/or Support and Alignment Networks award and the SIM recipient. In instances where a TCPI award is granted in a state that has received a SIM Model Test award, the recipients will be required to submit a plan to CMS within 90 days of receiving the latter award which describes delineation of work between the two models and their efforts to avoid targeting the same providers with duplicative technical assistance and funding. The plan will require explicit CMS approval prior to expending funds in this area; CMS may request adjustments to the budget and scope of services of the models to ensure redundant funding is avoided.

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

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

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

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

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

    b. The Recipient is expected to collect, secure, and provide data necessary for the evaluation of the project and cost effectiveness of the award. Data include but are not

necessarily limited to person-level and aggregate data, information on contacts/communications with beneficiaries, the types of interventions delivered to beneficiaries, the health care providers participating in the intervention, and information on the costs of operating the cooperative agreement.

c. The Recipient is responsible for creating the unique identifier that links the beneficiary data such that the beneficiary can be tracked regardless of where or from whom he or she receives health care services and the payer source. This includes but is not limited to linking the beneficiary to Medicaid, Medicare, and/or CHIP data as well as commercial enrollees. The Recipient is responsible for providing CMS this data in Excel or another mutually agreeable format and layout by data fields. The Recipient must provide all source data, if requested by CMS, such that CMS can independently verify and reconstruct the files that the Recipient sends to CMS and/or its evaluation contractor.

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

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

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

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

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

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

j. CMS may obtain services from an additional contracting entity or entities that will be tasked with examining patient care experience under this initiative. As such, the Recipient shall provide CMS and its contractor(s) with identifying and contact information for beneficiaries who receive services under the model. The Recipient will

coordinate and facilitate any sampling and data collection on behalf of CMS among, but not limited to, state payers, private sector payers, and health care providers.

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

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

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

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

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

CMS requires Recipients to use a specified template and platform for reports. CMMI will provide further guidance regarding the format and platform in which the progress reports shall be presented.

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

Final Report. The Recipient agrees to submit a final report to the CMS Project Officer and a copy to the Grants Management Specialist within ninety (90) days after the project period end date. The Final Progress Report will provide a summary of activities that occurred during the entire cooperative agreement term, including a complete discussion of project activities, analysis of the effectiveness/success of the project, lessons learned to date, and description of project activities that will be continued after the cooperative agreement activities have ceased. The final report will contain a disclaimer that the opinions expressed are those of the Recipient and do not necessarily reflect the official views of HHS or any of its agencies. Recipient shall provide (60) days written prior notice to the CMS Project Officer before the final progress report is released or published.

Reports are due as follows:

Report Type	**Period of Performance**	**Due Date**
Pre-Implementation Year		
Quarterly Progress Report 1	February 1, 2015 to April 30, 2015	May 30, 2015
Quarterly Progress Report 2	May 1, 2015 to July 31, 2015	August 30, 2015
Quarterly Progress Report 3	August 1, 2015 to October 31, 2015	November 30, 2015
Quarterly Progress Report 4	November 1, 2015 to January 31, 2016	March 1, 2016
Annual Progress Report 1	February 1, 2015 to January 31, 2016	April 30, 2016
Model Testing Year 1		
Quarterly Progress Report 1	February 1, 2016 to April 30, 2016	May 30, 2016
Quarterly Progress Report 2	May 1, 2016 to July 31, 2016	August 30, 2016

Report Type	**Period of Performance**	**Due Date**
Quarterly Progress Report 3	August 1, 2016 to October 31, 2016	November 30, 2016
Quarterly Progress Report 4	November 1, 2016 to January 31, 2017	March 2, 2017
Annual Progress Report 2	February 1, 2016 to January 31, 2017	April 30, 2017
Model Testing Year 2		
Quarterly Progress Report 1	February 1, 2017 to April 30, 2017	May 30, 2017
Quarterly Progress Report 2	May 1, 2017 to July 31, 2017	August 30, 2017
Quarterly Progress Report 3	August 1, 2017 to October 31, 2017	November 30, 2017
Quarterly Progress Report 4	November 1, 2017 to January 31, 2018	March 2, 2018
Annual Progress Report 3	February 1, 2017 to January 31, 2018	April 30, 2018
Model Testing Year 3		
Quarterly Progress Report 1	February 1, 2018 to April 30, 2018	May 30, 2018
Quarterly Progress Report 2	May 1, 2018 to July 31, 2018	August 30, 2018
Quarterly Progress Report 3	August 1, 2018 to October 31, 2018	November 30, 2018
Quarterly Progress Report 4	November 1, 2018 to January 31, 2019	March 2, 2019
Final Report	February 1, 2015 to January 31, 2019	April 30, 2019

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

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

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

For the annual FFRs and final FFR (containing cash transaction data, expenditures, and any program income generated), Recipients must complete an online FFR form via the GrantSolutions.gov FFR module. GrantSolutions can be accessed via the following link https://www.grantsolutions.gov. The annual FFR must be submitted within 90 calendar days of the applicable year end date. The final FFR must be submitted within 90 calendar days of the project period end date.

See below for due dates for the annual FFR:

Annual Period	**Reporting Period Due Date**
February 1, 2015 to January 31, 2016	April 30, 2016
February 1, 2016 to January 31, 2017	April 30, 2017
February 1, 2017 to January 31, 2018	April 30, 2018
February 1, 2018 to January 31, 2019	April 30, 2019

See below for due date for the final FFR:

Project Period	**Reporting Period Due Date**
February 1, 2015 to January 31, 2019	April 30, 2019

Award recipients shall liquidate all obligations incurred under the award not later than 90 days after the end of the project period and before the final FFR submission. It is the award recipient's responsibility to reconcile reports submitted to PMS and to CMS. Failure to reconcile final reports in a timely manner may result in canceled funds.

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

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

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

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

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

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

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

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

22. **Project Coordination and Oversight.** Under this cooperative agreement, the CMS purpose is to support and stimulate the Recipient's project, but CMS will not assume direction, primary responsibility, or a dominant role in the project. The Recipient retains ultimate responsibility for coordination and oversight of all project-related activity, including any involvement of organizations, regardless of the extent to which it utilizes contractual arrangements to assist with project management.

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

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

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

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

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

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

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

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

    a. The planned IT system builds will follow CMS policy on Cost Allocation requirements as set forth in 2 CFR Part 225 (previously OMB Circular A-87).

b. The State will develop and maintain a Cost Allocation Plan or Methodology in compliance with CMS guidance:
   - Tri-Agency letter released on August 10, 2011: http://www.medicaid.gov/Medicaid-CHIP-Program-Information/By-Topics/Data-and-Systems/Downloads/Cost-Allocation-IT-Systems.pdf
   - Tri-Agency letter released on January 23, 2012: http://www.medicaid.gov/Federal-Policy-Guidance/Downloads/SMD-01-23-12.pdf

c. Planned IT system builds will align with CMS Guidance for Exchange and Medicaid Information Technology (IT) Systems v2.0.
d. Planned IT system builds will align with the Seven Conditions and Standards (Medicaid IT Supplement (MITS-11-01-v1.0))
e. Planned IT system builds will align with the Medicaid Information Technology Architecture (MITA) (MITA Condition).

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

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

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