

## ATTACHMENT A: RESPONDER DECLARATIONS

The undersigned certifies, to the best of his or her knowledge and belief, that:

- A. **Response Contents.** The information provided is true, correct, and reliable for purposes of evaluation for potential contract award. The submission of inaccurate or misleading information may be grounds for disqualification from the award as well as subject the Responder to suspension or debarment proceedings as well as other remedies available by law
- B. **Authorized Signature.** This Declaration is signed by the appropriate person(s), with the authority to contractually bind the Responder, as required by applicable articles, bylaws, resolutions, minutes, and ordinances.
- C. **Non-Collusion Certification.**
1. The Proposal has been arrived at by the Responder independently and has been submitted without collusion and without any agreement, understanding or planned common course of action with any other vendor designed to limit fair or open competition; and
  2. The contents of the Response have not been communicated by the Responder or its employees or agents to any person not an employee or agent of the Responder and will not be communicated to any other individual prior to the due date and time of this Solicitation. Any evidence of collusion among Responders in any form designed to defeat competitive responses will be reported to the Minnesota Attorney General for investigation and appropriate action.
- D. **Organizational Conflicts of Interest.** To the best of Responder's knowledge and belief, and except as otherwise disclosed, there are no relevant facts or circumstances which could give rise to an organizational conflict of interest. An organizational conflict of interest exists when, because of existing or planned activities or because of relationships with other persons,
1. a vendor is unable or potentially unable to render impartial assistance or advice to the State;
  2. the vendor's objectivity in performing the contract work is or might be otherwise impaired; or
  3. the vendor has an unfair competitive advantage.

If after award, an organizational conflict of interest is discovered, an immediate and full disclosure in writing must be made to the State's Chief Procurement Officer which must include a description of the action which the contractor has taken or proposes to take to avoid or mitigate such conflicts. If an organizational conflict of interest is determined to exist, the State may, at its discretion, cancel the contract. In the event the Contractor was aware of an organizational conflict of interest prior to the award of the contract and did not disclose the conflict to OSP, the State may terminate the contract for default. Organizational conflicts of interest terms apply to any subcontractors for this work.

- E. **Certification Regarding Lobbying.** For State of Minnesota Contracts and Grants over \$100,000, the undersigned certifies, to the best of his or her knowledge and belief that:
1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, Disclosure Form to Report Lobbying in accordance with its instructions.
3. The undersigned shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into and is a prerequisite for making or entering into this transaction imposed by 31 U.S.C. 1352. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

- F. **Copyrighted Material Waiver.** By signing its Response, the Responder certifies that it has obtained all necessary approvals for the reproduction and distribution of the contents of its response.
- G. **Diverse Spend Reporting.** The Sample Contract contains a clause for Diverse Spend Reporting. When this clause applies, Contractor will be required to register in a free portal to report diverse spend.

Please see [Diverse Spend Reporting Frequently Asked Questions](#) for additional information.

By signing this form, Responder acknowledges and certifies compliance with all applicable requirements indicated above.

Company Name: \_\_\_\_\_

Signature: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Phone Number: \_\_\_\_\_

Email Address: \_\_\_\_\_

**ATTACHMENT B: EXCEPTIONS TO STATE’S TERMS AND CONDITIONS**

The State presumes a responder agrees to the terms and conditions of this solicitation unless a responder takes specific exception to one or more of the conditions on this form.

The State reserves the right to reject, negotiate, or accept any exception listed to the State’s terms and conditions (including those found in the attached Sample Contract).

INSTRUCTIONS: A responder must explicitly list all exceptions to State’s terms and conditions, if any (including those found in the attached Sample Contract). Reference the clause number and page number of the State's term and condition for each of a responder’s exceptions. If no exceptions exist, state "NONE" specifically on the form below. Whether or not exceptions are taken, the Responder must sign and date this form and submit it as part of their response. *(Add additional pages if necessary.)*

<b>Clause and Page Number</b>	<b>Suggested Change to Clause</b>	<b>Explanation or Justification</b>

By signing this form, I acknowledge that the above-named responder accepts, without qualification, all terms and conditions stated in this solicitation (including the sample contract) except those clearly outlined as exceptions above.

Signature: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

## Workforce and Equal Pay Declaration Page

This form is required for all businesses executing government contracts under the following:

### Select one:

- Businesses executing a contract with **State or Metropolitan agencies** in excess of \$100,000 ([Workforce Certificate](#)) and if applicable \$500,000 ([Equal Pay Certificate](#))
- Businesses executing a contract with **University of Minnesota** for general obligation bond funded capital projects in excess of \$100,000 ([Workforce Certificate](#)) and if applicable \$500,000 ([Equal Pay Certificate](#))
- Businesses executing a contract with **Political Subdivisions** for general obligation bond funded capital projects in excess of \$250,000 ([Workforce Certificate](#)) and if applicable \$1,000,000 ([Equal Pay Certificate](#))

### Select all that apply:

#### We are a Certificate holder:

- Workforce Certificate under the name: \_\_\_\_\_
- Equal Pay Certificate under the name: \_\_\_\_\_

#### We are applying/have applied for the following certificate(s):

- Workforce Certificate Application date (MM/DD/YYYY): \_\_\_\_\_
- Equal Pay Certificate Application date (MM/DD/YYYY): \_\_\_\_\_

#### We have not applied for one or both certificates:

- Our Company does not yet have a Workforce Certificate or Equal Pay Certificate. We acknowledge that a Workforce and, if applicable, Equal Pay Certificate, or approved exemption by MDHR is required before a contract can be executed.

#### We are Exempt:

- We attest to MDHR that we have not employed 40 or more employees on a single day during the prior 12 months in Minnesota or the state in where we have our primary place of business. MDHR may request the names of our employees during the previous 12 months, the date of separation, if applicable, and the current employment status and count.

## Business Information

Vendor/Supplier ID	Business Name	Name of Contracting Agency
Authorized Signatory Name	Title	Date
Signature	Email	Phone

For assistance with this form, email the Minnesota Department of Human Rights [Compliance.MDHR@state.mn.us](mailto:Compliance.MDHR@state.mn.us)

## ATTACHMENT E: FEDERAL AWARD COMPLIANCE REQUIREMENTS

### 1. Introduction and Purpose

These Federal Award Compliance Requirements (“Requirements”) govern your organization's performance as a subrecipient (“Contractor”) of federal funds passed through a primary recipient (the “State”) from the Centers for Medicare & Medicaid Services (“CMS”), an agency of the U.S. Department of Health and Human Services (“HHS”). By accepting a subaward and drawing down funds, you agree to all terms stated here.

These Requirements are rooted in, and flow directly from, the CMS Standard Grant and Cooperative Requirements Terms and Conditions (effective December 14, 2025). As a Contractor, you must meet the same core compliance standards as the primary recipient. Future funding under your subaward depends, in part, on you successfully delivering the program activities described in your approved scope of work.

If anything in these Requirements is unclear, contact your State representative immediately. Do not assume a requirement does not apply to you without written confirmation.

### 2. Definitions of Key Terms

The following definitions apply throughout these Requirements:

- CMS: Centers for Medicare & Medicaid Services, the federal agency providing the underlying grant or cooperative agreement funding.
- State: The State of Minnesota, acting through its Commissioner of Health, which received the direct federal award from CMS and is passing a portion of that award to you.
- Contractor: Your organization, the subrecipient entity receiving subaward funds from the State to carry out a portion of the federal program.
- Subcontract: The agreement between you and the State that governs your role and the funds you receive.
- Notice of Award (“NoA”): The official CMS document that established the original federal award to the State. Your rights and obligations derive from that award.
- Period of Performance: The authorized start and end dates during which subaward funds may be spent.
- Key Personnel: The individuals from your organization who lead or substantially contribute to the program activities in a meaningful, measurable way.
- SAM.gov: The federal System for Award Management, the government's official database for verifying entity eligibility and tracking award information.
- 2 CFR 200: The federal Uniform Guidance (Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards), the primary rulebook for how federal grant funds must be managed.

### 3. Accepting These Requirements

- By drawing down funds or beginning work under the subaward, your organization:
- Acknowledges and accepts all terms and conditions stated here;
- Commits to performing all program activities as described in your approved scope of work;
- Certifies that you have the financial management controls, accounting systems, and personnel policies required to properly manage federal funds; and
- Certifies compliance with all applicable federal anti-discrimination laws as a condition of receiving this funding (see Section 5 for details).

Important: If you cannot accept these terms, you must notify the State in writing within 30 days of receiving your subaward. If you proceed without objection, you are bound by these terms.

## **4. Roles and Responsibilities**

### **4.1 Your Organization's Leadership**

You must designate an individual responsible for managing and overseeing your program activities. This person must:

- Dedicate at least 25% of their RHTP time to managing and overseeing the program;
- Ensure all program requirements and project goals are met.
- Your designated Authorized Organizational Representative (“AOR”), the person with authority to act on behalf of your organization. The AOR is responsible for:
  - Ensuring compliance with all award requirements;
  - Providing oversight of financial and programmatic activities;
  - Signing all required documents and approvals; and
  - Attending meetings with the State or CMS as required.

### **4.2 Key Personnel Changes**

If Key Personnel change during the performance period, Contractor must notify the State in writing and obtain prior written approval before the change takes effect. Unauthorized personnel changes may result in remedies for non-compliance (see Section 12).

## **5. Civil Rights and Anti-Discrimination**

- As a condition of receiving federal funds, your organization, and all of your contractors and partners, must comply with the applicable provisions of the following federal anti-discrimination laws:
  - Title VI of the Civil Rights Act of 1964 (prohibits discrimination based on race, color, and national origin);
  - Section 504 of the Rehabilitation Act of 1973 (prohibits discrimination based on disability);
  - Title IX of the Education Amendments of 1972 (prohibits discrimination based on sex in education programs);
  - The Age Discrimination Act of 1975 (prohibits discrimination based on age);
  - Section 1557 of the Affordable Care Act (prohibits discrimination in health programs receiving federal financial assistance); and
  - 45 CFR Part 87 (prohibits discrimination against program beneficiaries on the basis of religion; faith-based organizations participating in the program retain their religious identity but may not use federal funds for inherently religious activities such as worship or proselytization).

These are not optional requirements. Compliance is a material condition of receiving and retaining funding under these Requirements. Knowingly falsifying your compliance status may expose your organization to civil liability under the False Claims Act and potential criminal penalties.

You are responsible for ensuring your subcontractors and partners also comply with all applicable anti-discrimination requirements.

## **6. How You May Use the Funds**

### **6.1 Permitted Uses**

All funds must be used exclusively for the approved program activities described in your scope of work. This includes only those activities and budget categories that have been approved in writing.

## **6.2 Supplantation**

Federal funds must add to existing resources. They cannot replace money your organization was already spending on the same activities from non-federal sources. If you reduced non-federal funding in anticipation of receiving this subaward, you may be required to document why that reduction occurred and show it was unrelated to this award.

## **6.3 Costs That Are Never Allowed**

The following costs may never be paid with subaward funds, regardless of circumstance:

- Costs incurred before the subaward start date (pre-award costs);
- Matching funds for any other federal program;
- Services that another party is legally required to provide (e.g., employer-required workplace accommodations, vocational rehabilitation, education services);
- Goods or services unrelated to your approved program;
- Construction or major building improvements;
- Independent research and development costs;
- Profit — any amount above your allowable direct and indirect costs;
- Lobbying — any activity designed to influence pending legislation, regulation, or executive action at any level of government;
- Prohibited telecommunications equipment identified under 2 CFR 200.216;
- Promotional items, gifts, models, or souvenirs; and
- Advertising or public relations solely to promote your organization.
- **6.4 Meals**  
Meal costs are generally not allowed, with narrow exceptions:
  - Meals for program participants or patients under study;
  - Meals specifically approved as part of a program activity; or
  - Per diem or subsistence meals as part of allowable travel.

## **6.5 Travel**

Travel costs must comply with 2 CFR 200.475. Travel costs for for-profit subcontractors may not exceed rates established by the Federal Travel Regulation (“FTR”) or the State of Minnesota’s approved travel plans, whichever is lower.

## **7. Budget Management and Prior Approval**

### **7.1 Managing Your Budget**

You are expected to manage your budget responsibly and in accordance with your approved budget categories. Some flexibility is permitted — you may reallocate funds within or between budget categories to respond to unanticipated needs, provided the changes still support the approved program activities.

### **7.2 When You Need Prior Written Approval**

The following changes require you to submit a written request to the State before making the change:

- Changes in Key Personnel or their level of effort;
- Budget revisions where the total amount of transfers among budget categories exceeds 10% of the total approved budget;
- Adding new subcontracts or consultant activities not in your original budget;
- Changes to your scope of work;
- Requests to carry over unspent funds from one budget period to the next;
- No-cost extensions (extending the end date without additional funding);
- Purchasing equipment or other capital expenditures (items with an acquisition cost of \$10,000 or more); and
- Rearrangement or reconversion costs.

Verbal approvals are not valid. Only written approval from the State (confirmed by an amended subaward or written authorization) constitutes approval. Proceeding without approval is done at your own financial risk.

## **8. Financial Management and Payments**

### **8.1 Accounting Standards**

You must maintain financial management systems that comply with 2 CFR 200 and 2 CFR 300. Your systems must be capable of:

- Accurately tracking all expenditures by budget category;
- Recording expenses in real time;
- Distinguishing federal funds from non-federal funds; and
- Supporting all financial reports and audit requirements.

### **8.2 Salary Cap**

Federal funds may not pay any individual's salary at a rate greater than the current Executive Level II pay rate set by the Office of Personnel Management ("OPM"). Your organization may pay salaries above this cap, but the amount above the cap must come from non-federal sources. Check the OPM website in January each year for the updated cap.

## **9. Conflicts of Interest**

Your organization must have and follow written policies to identify and manage conflicts of interest in accordance with 2 CFR 200.112. A conflict of interest exists when a personal, organizational, or financial interest could inappropriately influence a decision related to this award.

You must disclose any known conflicts of interest to the State promptly. Failure to disclose conflicts may be treated as a material violation of these Requirements.

## **10. Tracking Contractors, Subcontractors, and Partners**

### **10.1 Verifying Eligibility — SAM.gov**

Before entering into any agreement with a subcontractor, lower-tier subrecipient, or partner, you must verify that the entity is not debarred, suspended, or otherwise ineligible to receive federal funds. Do this by checking SAM.gov.

Specifically:

- Check all first-tier subrecipients, regardless of dollar amount;
- Check all procurement contracts valued at \$40,000 or more; and
- Require your first-tier subrecipients to do the same for their lower-tier contractors.
- You must maintain your own active SAM.gov registration at all times during this award, reviewing and updating your information at least once a year.

## **10.2 Reporting Key Identifiers**

Within 15 days of your subaward start date, provide the State with the following for all Key Personnel and entities involved in your program (including lower-tier subrecipients and contractors, where applicable):

- National Provider Identifier (NPI), if applicable;
- Tax ID number; and
- Employer Identification Number (EIN).
- Keep this information current throughout the award period. Report changes to the State as they occur.

## **11. Protecting Privacy and Health Information**

### **11.1 HIPAA and Health Information**

Whether or not your organization is a covered entity under HIPAA, you must ensure your policies and procedures protect individually identifiable health information at least as stringently as HIPAA requires. This applies to:

- Your own organization's systems and personnel;
- Any contractors or subcontractors who handle health information on your behalf.
- Put all required safeguards in place before your program activities begin.

### **11.3 Cybersecurity Plan**

If your program involves ongoing access to HHS information or technology systems AND you handle personally identifiable information or protected health information from HHS, you must create and maintain a cybersecurity plan that meets HHS requirements. Contact the State for the specific requirements applicable to your program.

### **11.4 General Data Protection**

You must protect the confidentiality of all project-related information that includes personally identifying information. You are responsible for the accuracy and completeness of all technical documents and reports you submit.

## **12. Required Disclosures**

### **12.1 Fraud, Waste, and Abuse**

If you become aware of any fraud, waste, or abuse involving your subaward funds, you must report it promptly. You can report concerns to the HHS Office of Inspector General (“OIG”):

- Phone: 1-800-HHS-TIPS (1-800-447-8477)
- Online: <https://oig.hhs.gov/>
- Mail: Office of Inspector General, U.S. Department of Health & Human Services, Attn: HOTLINE, 330 Independence Ave., SW, Washington, DC 20201
- Email: [hhstips@oig.hhs.gov](mailto:hhstips@oig.hhs.gov)
- You may remain anonymous. Reports are treated as sensitive.
- 12.2 Mandatory Criminal Disclosures
- Within 3 business days of the Contractor becoming aware, you must disclose, in writing, to the State (and the State will forward to CMS and the OIG) any information related to:
- Violations of federal criminal law involving fraud, bribery, or gratuity that could affect this subaward.
- Failure to make required disclosures can result in suspension, debarment, or other remedies under 2 CFR 200.339.

### **12.3 Bankruptcy**

If your organization files for bankruptcy (voluntary or involuntary), you must notify the State in writing within 2 business days of the filing. Your notice must include the filing date, the court in which the petition was filed, copies of all legal pleadings, and the subaward number(s) affected.

### **12.4 Anti-Kickback Compliance**

The Medicare and Medicaid anti-kickback statute (42 U.S.C. § 1320a-7b) applies to your activities under this award. You may not offer, pay, solicit, or receive anything of value to induce or reward referrals of federally reimbursable items or services.

## **13. Reporting Requirements**

### **13.1 Financial Reports**

You must submit financial reports (Federal Financial Reports or equivalent) to the State according to the schedule set out in your subaward.

Your final financial report must show cumulative expenditures and any unobligated balance of funds. All financial obligations must be resolved within 30 days of the period of performance end date.

### **13.2 Program Progress Reports**

You must submit program progress reports to the State according to the schedule set out in your subaward. These reports must describe:

- Progress toward your approved program goals and objectives;
- Significant results, accomplishments, or challenges; and
- Any factors that may affect your ability to meet program targets.

### **13.3 Inventory of Federal Property**

Each year, you must provide the State with an inventory of any federally owned property in your organization's custody, in accordance with 2 CFR 200.312.

### **13.4 Invention Reporting**

If any inventions are conceived or first developed under this subaward, you must report them annually. A Final Invention Statement (HHS Form 568) must be submitted within 90 days of the end of your subaward. This applies to research and research-related activities.

### **13.5 Audit Reporting**

If your organization expends \$1,000,000 or more in total federal funds during its fiscal year (from all federal sources combined), you must have a single audit or program-specific audit conducted for that year. The audit report must be submitted to the Federal Audit Clearinghouse within 8 months of your fiscal year end.

For-profit organizations must send audit reports to the HHS Audit Resolution Division, not to the Federal Audit Clearinghouse. Contact the State for submission instructions.

## **14. Public Communications and Acknowledgment of Federal Support**

### **14.1 Acknowledging Federal Funding**

Whenever you issue publications, press releases, presentations, websites, toolkits, or other materials that describe or result from your program activities, you must clearly state the percentage and dollar amount of the program funded by federal sources and the percentage and dollar amount funded by non-federal sources (if any).

### **14.2 Required Acknowledgment Language**

Use one of the following statements (or a substantially similar version) in all materials resulting from work supported by this subaward:

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

*If partially federally funded: "This [project/publication/program] was supported by CMS/HHS as part of a financial assistance award totaling \$[XX] with [XX]% funded by CMS/HHS and \$[XX] and [XX]% funded by non-government source(s). The contents are those of the author(s) and do not necessarily represent the official views of, nor an endorsement by, CMS/HHS, or the U.S. Government."*

### **14.3 Pre-Release Review by the State**

All materials described in Section 14.1 that describe or result from your program activities are subject to review and comment by the State before public release. To allow for sequential review, first by the State, then by CMS, the following submission deadlines apply.

Submit to the State at least 60 days before public release:

- Publications reporting results from or describing work under this Agreement;
- Formal presentations (papers, articles, speeches, testimony) based on activities under this Agreement;
- Presentation materials (abstracts, slide decks, posters, videos); and
- Public-facing program materials (brochures, advertisements, website copy, recruitment materials, op-eds, toolkits, and resource guides).

Submit to the State at least 21 days before public release:

- Press releases and media advisories concerning outcomes or activities under this Agreement; and
- All media interviews, filming requests, broadcast materials, and releases of information.

This review obligation continues for 1 year after your program activities conclude.

## **15. Property, Equipment, and Records**

### **15.1 Equipment and Supplies**

Equipment and supplies purchased with subaward funds remain subject to federal interest. At the end of your award period, you must follow proper disposition procedures:

- Complete and submit SF-428 (Tangible Personal Property Report) with all required attachments;
- Federally owned property or equipment with an acquisition cost of \$10,000 or more must be separately reported on SF-428-S; and
- Request specific disposition instructions from the State for any federally owned property.

### **15.2 Records Retention**

You must retain all financial and programmatic records, supporting documents, and other records related to this subaward for at least 3 years after the date the State submits its final Federal Financial Report to CMS. Records must be available for inspection by federal or State auditors or program reviewers upon request.

Records related to unresolved audits, litigation, or claims must be retained until the matter is fully resolved, even if the 3-year period has passed.

## **16. What Happens If Requirements Are Not Met**

### **16.1 Compliance Is an Ongoing Condition of Funding**

Continued access to subaward funds depends on your organization:

- Making satisfactory progress toward your approved program goals;
- Complying with all terms and conditions of these Requirements;

- Submitting required reports accurately and on time; and
- Managing subaward funds properly and transparently.

## **16.2 Consequences of Non-Compliance**

If your organization fails to meet these obligations, the State (or CMS, if applicable) may:

- Impose specific conditions on your subaward;
- Reduce or withhold payments;
- Require repayment of already-disbursed funds;
- Suspend or terminate your subaward; or
- Pursue suspension or debarment, which would prevent your organization from participating in future federal awards.

Material non-compliance includes, but is not limited to, failure to perform program activities, misuse of funds, fraud, waste, abuse, or violation of any provision of these Requirements.

## **17. Ending the Subaward**

### **17.1 Voluntary Withdrawal**

If your organization decides to withdraw from this subaward before the end of the period of performance, you must provide the State with at least 30 days' advance written notice. The State will not be responsible for withdrawal-related costs. Unused funds must be returned within 3 days of official withdrawal.

### **17.2 Termination by the State**

The State may terminate your subaward if:

- Federal appropriations supporting the award are reduced or eliminated;
- You fail to maintain satisfactory progress toward program goals;
- You fail to comply with the terms and conditions of these Requirements;
- The underlying CMS award is terminated; or
- The program no longer aligns with current CMS or HHS program priorities.

### **17.3 Closeout**

When your subaward ends, whether at the natural conclusion of the period of performance or through early termination, you must complete all of the following within 90 days of your subaward end date:

- Submit your final financial report to the State;
- Submit your final program progress report to the State;
- Liquidate all outstanding financial obligations;
- Complete and submit the SF-428 Tangible Personal Property Report;
- Submit the Final Invention Statement (HHS Form 568), if applicable; and

- Return any unused federal funds and any CMS-provided data to the State.

No closeout deadline may be extended without prior written approval from the State, requested before the deadline expires. Completion of closeout does not release your organization from obligations that survive the end of the subaward, including records retention (Section 15.2), post-performance public communications review (Section 14.3), and audit obligations (Section 13.5).

### **18. Employee Protections**

You must inform all employees working on activities under this subaward, in writing and in the predominant native language of your workforce, of their rights and remedies under federal whistleblower protection laws. Employees may report suspected fraud, waste, or abuse without fear of retaliation.

### **19. Health Information Technology Interoperability**

If your program activities involve the use or exchange of electronic health information, you must comply with all applicable HHS health information technology interoperability requirements. Contact the State for program-specific requirements.

### **20. Reservation of Government Rights**

Nothing in these Requirements limit the rights of the federal government (including CMS, HHS OIG, the Department of Justice, or other agencies) to investigate, audit, or take action with respect to your organization's compliance with applicable federal laws, regulations, or the terms of these Requirements. Government agencies not named in your subaward are not bound by it; these Requirements bind only the parties identified in your subaward.

### **21. Court Orders**

If a court order prevents CMS from imposing or enforcing any specific term or condition, that term or condition will not apply to any subrecipient to which the court order applies and while that order remains in effect.

### **22. Entire Requirements and Modifications**

These Requirements, together with your executed subaward and approved scope of work, constitutes the entire agreement between you and the State regarding this subaward. No verbal representations, promises, or prior agreements are incorporated herein.

Modifications to these Requirements must be made in writing and signed by the State's authorized representative. Verbal authorizations are not valid.