



**OFFICE OF THE
CHIEF FINANCIAL OFFICER**
Office of Development and Grants

Coleman A. Young Municipal Center
2 Woodward Avenue, Suite 1026
Detroit, Michigan 48226

Phone 313•628•1258
Fax 313•224•0542
www.detroitmi.gov

January 27, 2026

The Honorable Detroit City Council
ATTN: City Clerk Office
200 Coleman A. Young Municipal Center
Detroit MI 48226

RE: Request to Accept and Appropriate the FY 2025 SisterFriends Detroit Grant

Henry Ford Health has awarded the City of Detroit Health Department with the FY 2025 SisterFriends Detroit Grant for a total of \$40,000.00. There is no match requirement. The total project cost is \$40,000.00.

The objective of the grant is to improve birth outcomes and infant mortality rates in Detroit by increasing the utilization of community-based maternal support services. The funding allotted to the department will be utilized to provide long-term participation incentives and transportation support. This is a reimbursement grant.

If approval is granted to accept and appropriate this funding, the appropriation number is 21644.

I respectfully ask your approval to accept and appropriate funding in accordance with the attached resolution.

Sincerely,

DocuSigned by:
Terri Daniels
4D2BEEE23C8D489...

Terri Daniels
Director, Office of Development and Grants

CC:
Sajjiah Parker, Assistant Director, Grants

DocuSigned by:
Matthew Spayth
17E14C346551487...
Office of Budget

DocuSigned by:
Cheryl Smith-Williams
B8CAE73E1C57487...
Agreement Approved as to Form
By the Law Department



Office of Development and Grants

RESOLUTION

Council Member _____

WHEREAS, the Health Department is requesting authorization to accept a grant of reimbursement from Henry Ford Health, in the amount of \$40,000.00, to improve birth outcomes and infant mortality rates in Detroit by increasing the utilization of community-based maternal support services; and

WHEREAS, the Law Department has approved the attached agreement as to form; and

WHEREAS, this request has been approved by the Office of Budget; now

THEREFORE, BE IT RESOLVED that the Director or Head of the Department is authorized to execute the grant agreement on behalf of the City of Detroit, and

BE IT FURTHER RESOLVED, that the Budget Director is authorized to establish Appropriation number 21644, in the amount of \$40,000.00, for the FY 2025 SisterFriends Detroit Grant.

**SUBCONTRACTOR AGREEMENT
BETWEEN
HENRY FORD HEALTH AND CITY OF DETROIT HEALTH DEPARTMENT**

Henry Ford Health System d/b/a HENRY FORD HEALTH (hereafter "HFH") and the City of Detroit, a Michigan municipal corporation, acting by and through its Health Department (hereafter "Subcontractor") have reached this Agreement for the provision of Subcontractor Services (hereafter "Agreement") to take effect on September 30, 2025 (hereinafter "Effective Date").

RECITALS

WHEREAS, the United States Department of Health and Human Services ("HHS") through its Office of Minority Health ("OMH") has awarded Henry Ford Health a federal grant for a project entitled Babies Win. Families Thrive. Communities Transformed! -- Detroit's Innovative Collaborative for the Integration of Community-Based Maternal Support Services in Perinatal Systems of Care (hereinafter referred to as "Triple Crown Project"); and

WHEREAS, HFH was awarded the grant as the fiduciary lead and principal investigator with Black Mother's Breastfeeding Association ("BMBFA") serving as the lead implementation partner and co-principal investigator, and the University of Michigan Child Health Evaluation and Research Center ("UM-CHEAR") will lead evaluation of the Triple Crown Project pursuant to a September 28, 2025 Grant Agreement ("Grant Agreement"); and

WHEREAS, the Triple Crown Project includes many critical stakeholder community organizations who shall participate as collaborators to achieve the Project's goal of improving pregnant and postpartum women's health outcomes and reduce racial and ethnic disparities by increasing the utilization of community-based maternal support services (COMSS) in Detroit; and

WHEREAS, as recipient of the Triple Crown Project grant funds from HHS and the fiduciary lead for the Project, HFH is subcontracting for services, on behalf of itself and the other partners in the Triple Crown Project, in order to support the overall goal of the Project; and

WHEREAS, Subcontractor is providing enrichment educational classes, social support mentoring, resources and enrichments, postpartum health, and wellbeing and advocacy to women and teens who are pregnant to help meet the goals of the Triple Crown Project; and

WHEREAS HFH has requested that Subcontractor provide such services for the Triple Crown Project and Subcontractor has agreed to provide these services pursuant to the terms and conditions set forth in this Agreement.

NOW THEREFORE, HFH and Subcontractor (hereafter "the Parties") agree as follows:

I. DEFINITIONS AND INTERPRETATION

1.1 **Definitions.** Definitions are used in this Agreement to make it more concise. In addition to those terms already defined, the terms below will, when used in this Agreement, have the special meanings that follow them:

- (A) **"CEO":** The Chief Executive Officer of HFH or his/her designee. A "designee" shall be person(s) that the CEO designates in a specific writing; or by means of a policy or organizational chart that the CEO approves.
- (B) **"Facilities":** Operating units of HFH, and/or operating units of HFH as are designated by HFH.

II. SUBCONTRACTOR OBLIGATION AND STATUS

- 2.1 **Description of Services.** Subcontractor shall provide services on behalf of the Triple Crown Project and HFH as outlined in the scope of work included in Exhibit A, and as assigned by the Principal Investigator/Senior Vice President of Community Health & Education or his/her designee. Subcontractor shall be available to provide services on scheduled days and times that are mutually agreed upon between the Parties.
- 2.2 **Independent Contractor Status.** It is mutually understood and agreed that at all times during this Agreement Subcontractor shall be acting and performing services as an independent contractor. The relationship between the parties hereto shall not be that of principal and agent, master and servant, nor employer and employee or any other type of employment relationship. Further, Subcontractor shall not be entitled to receive any of the fringe benefits associated with regular employment. HFH shall not be responsible for payment of state, federal and/or local withholding and/or taxes, or for providing worker's compensation for Subcontractor.
- 2.3 **Records.** Subcontractor shall prepare such records (including reports) on the services provided for as may be required by HFH. These records shall be maintained by and remain the property of HFH. Subcontractor and any of his/her agents and employees shall not disclose the records or confidential information contained in them except as authorized by law.
- 2.4 **Compliance with Grant Agreement.** In performing services pursuant to this Agreement, Subcontractor agrees to comply with all applicable terms and conditions of the Grant Agreement between HHS and HFH for the Triple Crown Project, with an effective date of September 28, 2025("Grant Agreement"), which is incorporated herein by reference, as if fully set forth, as Exhibit B. In the event of a conflict between the Grant Agreement and this Agreement, the provisions of the Grant Agreement shall prevail.
- 2.5 **Self-Insurance.** Subcontractor is a qualified, self-insured municipality for the purposes of Act 204, P.A. 2012, and as certified by the State of Michigan Department of Insurance and Financial Services.

III. INTELLECTUAL PROPERTY

- 3.1 **Property of Data and Material.** Each Party will retain exclusive ownership of its Intellectual Property developed before this agreement. The Parties agree that all materials, information, documents, data, and tangible items, including the information provided in reports, evaluations, and similar documents, newly generated, collected, or developed in the course of performing the work outlined in this Agreement or in contemplation of or the performance of the services contemplated by this Agreement (the "Project Data and Materials") except for any Confidential Information, shall be the joint property of the Parties, subject to the terms and conditions of the Grant Agreement. Notwithstanding the foregoing, the Parties expressly agree that any Intellectual Property developed by Subcontractor before this agreement remains the exclusive property of Subcontractor, even if the Intellectual Property is supplemented, augmented or otherwise altered in connection with the Triple Crown Project. HFH shall have no ownership of said Intellectual Property.
- 3.2 **Use of Marks.** HFH shall own all rights, title, and interest in and to its Marks, subject solely to the non-exclusive, non-transferable, non-sublicensable, revocable, limited license that may be granted to Subcontractor from time to time, to use HFH's Marks solely in furtherance of the Triple Crown Project and subject to HFH's prior written approval for each use. Subcontractor use of HFH's Marks shall at all times be in accordance with any trademark usage guidelines or instructions and quality control standards that HFH may communicate to Subcontractor. Except as otherwise agreed to in writing by HFH, Subcontractor agrees to immediately cease all use, and remove all prior uses, of HFH Marks upon termination of this Agreement or HFH's written notice requesting that a Subcontractor cease use and remove all prior uses of HFH Marks. Subcontractor grants HFH a perpetual license to use its Marks, in connection with, or in furtherance of, the Triple Crown Project. "Marks" shall include any trademark, trade name, service mark, design, logo domain name, or other indicator.

IV. COMPENSATION

- 4.1 **Financial Consideration.** As consideration for the services detailed in Exhibit A, Subcontractor shall receive the maximum amount of Forty Thousand Dollars (\$40,000.00).

This is the only financial obligation HFH has to Subcontractor. Subcontractor shall invoice HFH for all services provided by the fifteenth (15th) day of each month, with the final invoice to be submitted no later than thirty (30) days after the completion of services. Subcontractor acknowledges that no payment shall be due or payable for any invoice received after this thirty (30) day period. The invoices shall include details on progress toward milestones/deliverables related to the amount invoiced. HFH shall pay Subcontractor in accordance with its applicable policies.

- 4.2 **Federal Audit.** To comply with Medicare law, Subcontractor agrees that he/she shall keep and make available to HFH, the Secretary of Health and Human Services, and the U.S. Comptroller General, upon their written request, for four (4) years after furnishing services under this Agreement, financial books, documents, and records necessary to certify the nature and extent of the costs paid by HFH pursuant to this Agreement. Subcontractor shall also require, in a written contract with any subcontractor who performs services in the Facilities, that the subcontractor meets the same requirement.

V. TERM OF THIS AGREEMENT

- 5.1 **Term and Termination.** The initial term of this Agreement shall commence on the Effective Date and shall continue for a term of one (1) year. This Agreement may be terminated earlier in accordance with the following:

- (a) Subcontractor and HFH mutually agree to terminate the Agreement; or
- (b) Either party provides the other with sixty (60) days prior written notice of termination of the Agreement, with or without cause.

Immediately in the event that HFH fails to receive grant funding according to the Grant Agreement in Exhibit B for the services to be provided by Subcontractor pursuant to this Agreement.

VI. COMPLIANCE WITH LEGAL REQUIREMENTS

- 6.1 **Avoidance of Fraud and Abuse.** The parties enter into this Agreement with the intent of conducting their relationship in full compliance with applicable state, local, and federal law including the Medicare/Medicaid anti-fraud and abuse statutes. Notwithstanding any unanticipated effect of any of the provisions herein, neither party will intentionally conduct itself under the terms of this Agreement in a manner to constitute a violation of the Medicare and Medicaid fraud and abuse provisions. Further, if legislation is passed, the effect of which would be to hinder HFH and/or any of its affiliates or subsidiary's ability to obtain reimbursement from Medicare/Medicaid due to the existence of this Agreement, or if this Agreement becomes illegal under any subsequent law or regulation, then this Agreement shall terminate immediately.
- 6.2 **Anti-Kickback Compliance.** Nothing contained in this Agreement shall require Subcontractor to admit and/or refer any patient to HFH, its Hospital Facilities, or otherwise to use the Facilities as a precondition to receiving the benefits set forth herein.
- 6.3 **Tax-Exempt Status.** Notwithstanding anything to the contrary, HFH may modify or terminate this Agreement at any time, without liability, if it reasonably determines that its continued participation in this Agreement could or reasonably may threaten the federal tax exemption of HFH or any entity affiliated with HFH under Internal Revenue Code Section 501(c)(3) or threaten any other relevant tax exemption these entities now or hereafter may enjoy.

6.4 **Regulatory Compliance Hotline and Reporting.** HFH maintains a corporate compliance program to prevent, detect and remedy activities and conduct that are non-compliant with legal, regulatory and/or ethical requirements and standards. Subcontractor has been advised that HFH maintains an anonymous toll-free hotline (1-877-9COMPLY) and employs a Compliance Officer for the reporting of activities or conduct that may involve non-compliant behavior. Subcontractor shall report any instances of potential non-compliant activity, and shall similarly inform and require any subcontractors, employees or agents to report such activity.

6.5 **Exclusion From Government Programs.** To the best of each Party’s information, knowledge and belief, neither Party knowingly employs or contracts with:

- (a) any individual or entity excluded from Medicaid or Medicare participation under §§ 1128 (42 USC 132a-7) or 1128A (42 USC 1320a-7a) of the Social Security Act for the provision of health care, utilization review, medical social work, or administrative services;
- (b) any entity for the provision of such services (directly or indirectly) through an excluded individual or entity; or
- (c) any individual or entity excluded from Medicaid participation by the MDHHS.

Both Parties agree to immediately notify the other Party if and when that Party falls out of compliance with this Section.

6.6 **HIPAA Compliance.** It is the intent of the Parties to comply with all applicable provisions of the Health Insurance Portability and Accountability Act of 1996 (“HIPAA”) and all implementing statutes and regulations currently and hereafter implemented regarding (a) privacy of Protected Health Information (“PHI”), and (b) security. In the event that Subcontractor should need to access protected health information (“PHI”), as defined by HIPAA, in order to perform services on behalf of HFH, then the Parties agree that each shall comply with the terms and conditions of a Business Associate Agreement.

VII. NOTICES

Whenever notice or other communication needs to or may be given under this Agreement it will be sufficient for the sending party to deliver it personally, or to send it, by registered or certified mail, postage paid, to the address of the receiving party as listed, or changed as provided, below. A mailed notice shall be considered given on the date received in person or two (2) days after it, properly addressed and posted, is mailed. HFH may change its address for notice, by sending Subcontractor the change in writing using the foregoing procedure. Subcontractor can change his/her address by making sure the change has been made in HFH records.

“HFH” Address

Henry Ford Health
One Ford Place
Detroit, MI 48202
Attn: Jaye Clement

with copy to:

General Counsel
Henry Ford Health
One Ford Place
Detroit, MI 48202

“Subcontractor” Address

City of Detroit Health Department
115 Erskine
Detroit, Michigan 48201
Attn: Yolanda Hill-Ashford

with copy to:

City of Detroit Law Department
2 Woodward Avenue
Detroit, Michigan 48226
Attn: Corporation Counsel/TED

VIII. CONFIDENTIALITY

- 8.1 **Access to Confidential Information and Nondisclosure.** The Parties acknowledge that in order for Subcontractor to provide services, pursuant to this Agreement, it will be necessary for Subcontractor to have access to, or knowledge of, information of a confidential or sensitive nature, including but not limited to, medical, business, or financial records, documents, plans, trade secrets, marketing information, strategic planning documents and information, other competitive and/or proprietary information, patient care information, and other matters or practices of HFH or HFH's facilities, the disclosure of which will or would likely cause irreparable injury to HFH. Subcontractor shall not, directly or indirectly disclose or use any such information for purposes other than those necessary and proper for the performance by Subcontractor of his/her obligations under this Agreement. Both Parties agree that all such information shall be confidential and shall not be disclosed to any third party without the written consent of the Party initially possessing, owning or other making the disclosure of the information, or the patient, unless such information:
- a. was at the time of receipt otherwise known to the recipient, who can demonstrate the existence of the information in its files;
 - b. has been published or is otherwise within the public knowledge or is generally known to the public at the time of its disclosure;
 - c. becomes known or available to the recipient from a source other than the parties to this agreement, and without restrictions as to use or disclosure; or
 - d. becomes part of the public domain without breach of this agreement.

This provision is binding upon the Parties and shall survive the termination of this Agreement, notwithstanding any provision of this document to the contrary.

- 8.2 **Financial Terms and Confidentiality.** Subcontractor expressly acknowledged that the financial terms of this Agreement are of a sensitive and confidential nature subject to the confidentiality requirement of this Agreement. Accordingly, disclosure of the financial terms of this Agreement by Subcontractor, without HFH's written consent, to persons other than Subcontractor's accountants, attorneys, and lenders, shall be a breach of this Agreement. This provision is binding upon the Parties and shall survive the termination of this Agreement, notwithstanding any provision of this document to the contrary.
- 8.3 **Presumption of Confidentiality and Return of Documents.** The Parties further agree that there shall exist a presumption that any information disclosed or provided by either Party is confidential. Upon termination of this Agreement, Subcontractor will promptly return all documents and information provided by HFH, and any and all copies of such documents and information. Breach of this provision entitles the non-breaching party to pursue any and all available legal and/or equitable remedies. This provision is binding upon the Parties and shall survive the termination of this Agreement, notwithstanding any provision of this document to the contrary.

IX. INSURANCE

9.1 *Intentionally omitted.*

X. APPLICABLE LAW, MERGER, WAIVER, AND MODIFICATIONS

This Agreement shall be governed by Michigan law. If any term or provision hereof is illegal, invalid or unenforceable, the remainder of this Agreement shall not be affected thereby. This is the entire agreement of the Parties and all prior agreements between the Parties, whether written or oral, are merged herein and shall be of no force and effect. The captions shall have no legal significance in the interpretation of this Agreement. No modification, change or discharge of this Agreement may occur orally, but only by further written agreement of the Parties. A waiver of either of the Parties of any provision shall not waive the other. No person or entity, except the Parties and the Facilities, shall be

beneficiaries of any kind of the consideration or terms of this Agreement. In no event shall either Party assign and/or delegate any of its rights, powers, duties and obligations under this Agreement without the receipt of the prior written consent of the other Party, and the Parties agree that any such assignment and/or delegation made without the required prior written consent is void and shall have no force or effect. This Agreement shall be binding upon and shall inure to the benefit of the successors and assigns of HFH.

XI. SURVIVAL

The respective rights and obligations of the Parties, as set forth in the Confidentiality Section" of this Agreement, shall survive the termination of this Agreement.

XII. COUNTERPARTS AND COPIES

This Agreement may be signed in multiple counterparts and if so will have the same effect as if all signatures were contained on one signature page. A photostatic, electronic, digital or facsimile copy of this Agreement, any counterparts thereof, and any signature therein is valid as an original absent a showing of manifest fraud.

[Remainder of page intentionally left blank; signature page follows.]

**SIGNATURE PAGE
TO
SUBCONTRACTOR AGREEMENT**

IN WITNESS THEREOF, the Parties have executed this Agreement on the date specified below.

HENRY FORD HEALTH

Kimberlydawn Wisdom, MD, MS, FACEP
Sr Vice-President of Community Health &
Education and Chief Wellness Officer

Date: _____

SUBCONTRACTOR

City of Detroit, a Michigan municipal
corporation, acting by and through its Health
Department

By: _____
Name: Denise Fair Razo
Its: Chief Public Health Officer

Date: _____

EXHIBIT A

Statement of Work

Between
Henry Ford Health,
Office of Community Health, Education & Wellness
and
Detroit Health Department

Triple Crown: Babies Win. Families Thrive. Communities Transformed!

<p>Scope of Work Description (Detail the project expectations, activities the responsibilities of your project team and all services/ activities that are within the project scope of your contribution to COMSS, including active participation of Triple Crown meetings and timely reporting).</p>	<p>The Detroit Health Department will provide our extensive knowledge, resources, and expertise to advance our community towards achieving the Maternal Infant Child Health objectives of Healthy People 2030. SisterFriends Detroit commits to providing enrichment educational classes, social support mentoring, resources and enrichments, postpartum health, and wellbeing and advocacy to women and teens who are pregnant. In addition, the Detroit Health Department will refer participants to other health and safety services available in Detroit.</p> <p>The Detroit Health Department’s SisterFriends Program will support women within the Triple Crown collaborative with social support, mentoring, resources, education and enrichments, postpartum health and wellbeing, and depression during and after pregnancy. SisterFriends will disseminate and use the “100 Voices” media campaign to empower and lift the voices of Black women to expect, advocate and receive respectful perinatal services that respect choices, culture, beliefs, and values. In addition to services provided by SisterFriends Detroit, the Detroit Health Department will serve as a source for referrals to: Women, Infant, & Children (WIC), Vision and Hearing, Lead Prevention, iDecide Detroit (reproductive health), Fatherhood, Infant Safe Sleep, and Immunizations to help address the needs of Detroit residence.</p>
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Staffing Requirements <i>(Detail what staff will be employed as a result of your contribution to the project and at what rate).</i>	
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Project Milestones <i>(Mark all the milestones in your project schedule, such as the end of one phase and the beginning of another, important dates, etc)</i>	Timeline (09/30/24-09/29/25)
Conduct perinatal enrichment classes through SisterFriends. May provide gift card incentives to program participants. May provide transportation via rideshare services to perinatal appointments and programs relevant to Triple Crown affiliated participants.	Q1
Conduct perinatal enrichment classes through SisterFriends. May provide gift card incentives to program participants. Provide transportation via rideshare services to perinatal appointments and programs relevant to Triple Crown affiliated participants.	Q2
Conduct perinatal enrichment classes through SisterFriends. May provide gift card incentives to program participants. Provide transportation via rideshare services to perinatal appointments and programs relevant to Triple Crown affiliated participants.	Q3
Conduct perinatal enrichment classes through SisterFriends. May provide gift card incentives to program participants. Provide transportation via rideshare services to perinatal appointments and programs relevant to Triple Crown affiliated participants.	Q4

<p>Total Project Cost Range (As anticipated in Triple Crown final budget. Funding capped at the minimum approved amount dependent on the level of funding received from the Office of Minority Health.)</p>	<p>\$16,000 to \$40,000</p>
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EXHIBIT B

**NOTICE OF AWARD DATED 9/28/2025
BETWEEN
DEPARTMENT OF HEALTH AND HUMAN SERVICES
AND
HENRY FORD HEALTH SYSTEM
FOR THE PROJECT ENTITLED:
BABIES WIN. FAMILIES THRIVE. COMMUNITIES TRANSFORMED! -- DETROIT'S INNOVATIVE
COLLABORATIVE FOR THE INTEGRATION OF COMMUNITY-BASED MATERNAL SUPPORT
SERVICES IN PERINATAL SYSTEMS OF CARE**

[SEE ATTACHED]



DEPARTMENT OF HEALTH AND HUMAN SERVICES

Office of the Secretary

Notice of Award

Award# 5 CPIMP231375-03-00

FAIN# CPIMP231375

Federal Award Date: 09/28/2025

Recipient Information

1. Recipient Name

HENRY FORD HEALTH SYSTEM
2799 W Grand Blvd Ste K-13
Josephine Ford Cancer Center
Detroit, MI 48202-2608
[NoPhoneRecord]

2. Congressional District of Recipient

13

3. Payment System Identifier (ID)

1381357020A1

4. Employer Identification Number (EIN)

381357020

5. Data Universal Numbering System (DUNS)

073134603

6. Recipient's Unique Entity Identifier (UEI)

R9NXPE2GTCN9

7. Project Director or Principal Investigator

Ms. Jaye Clement
VP
jclemen1@hfhs.org
313-874-4278

8. Authorized Official

Mrs. Michele Harrison-Sears
Authorizing Official
mharris3@hfhs.org
3138761031

Federal Agency Information

OASH Grants and Acquisitions Management Division

9. Awarding Agency Contact Information

Miss Deborah Hayes
Grants Management Specialist
deborah.hayes@hhs.gov
240-453-8802

10. Program Official Contact Information

Ms. Danielle Eustace
N/A
Danielle.Eustace@hhs.gov
111-111-1111

Federal Award Information

11. Award Number

5 CPIMP231375-03-00

12. Unique Federal Award Identification Number (FAIN)

CPIMP231375

13. Statutory Authority

42 U.S.C. § 300u-6 (Section 1707 of the Public Health Service Act)

14. Federal Award Project Title

Babies Win. Families Thrive. Communities Transformed! -- Detroit's Innovative Collaborative for the Integration of Community-Based Maternal Support Services in Perinatal Systems of Care

15. Assistance Listing Number

93.137

16. Assistance Listing Program Title

Community Program to Improve Minority Health

17. Award Action Type

Non-Competing Continuation

18. Is the Award R&D?

No

Summary Federal Award Financial Information

19. Budget Period Start Date	09/30/2025	- End Date	09/29/2026
20. Total Amount of Federal Funds Obligated by this Action			\$978,000.00
20a. Direct Cost Amount			\$1,232,106.00
20b. Indirect Cost Amount			\$17,894.00
21. Authorized Carryover			\$0.00
22. Offset			\$272,000.00
23. Total Amount of Federal Funds Obligated this budget period			\$0.00
24. Total Approved Cost Sharing or Matching, where applicable			\$0.00
25. Total Federal and Non-Federal Approved this Budget Period			\$978,000.00
26. Period of Performance Start Date	09/30/2023	- End Date	09/29/2027
27. Total Amount of the Federal Award including Approved Cost Sharing or Matching this Period of Performance			\$3,730,647.00

28. Authorized Treatment of Program Income

ADDITIONAL COSTS

29. Grants Management Officer - Signature

Mr. Eric West
Grants Management Officer

30. Remarks

This action authorizes a total approved budget of \$1,250,000.00 for a continuation award that includes \$978,000.00 in FY2025 funding, an offset of \$272,000.00, and a carryover of \$0. See attachments below



DEPARTMENT OF HEALTH AND HUMAN SERVICES

Office of the Secretary

Notice of Award

Award# 5 CPIMP231375-03-00

FAIN# CPIMP231375

Federal Award Date: 09/28/2025

Recipient Information	
Recipient Name HENRY FORD HEALTH SYSTEM 2799 W Grand Blvd Ste K-13 Josephine Ford Cancer Center Detroit, MI 48202-2608 [NoPhoneRecord]	
Congressional District of Recipient 13	
Payment Account Number and Type 1381357020A1	
Employer Identification Number (EIN) Data 381357020	
Universal Numbering System (DUNS) 073134603	
Recipient's Unique Entity Identifier (UEI) R9NXPE2GTCN9	
31. Assistance Type Project Grant	
32. Type of Award Other	

33. Approved Budget (Excludes Direct Assistance)	
I. Financial Assistance from the Federal Awarding Agency Only	
II. Total project costs including grant funds and all other financial participation	
a. Salaries and Wages	\$117,768.00
b. Fringe Benefits	\$32,005.00
c. Total Personnel Costs	\$149,773.00
d. Equipment	\$0.00
e. Supplies	\$1,000.00
f. Travel	\$6,670.00
g. Construction	\$0.00
h. Other	\$21,500.00
i. Contractual	\$1,053,163.00
j. TOTAL DIRECT COSTS	\$1,232,106.00
k. INDIRECT COSTS	\$17,894.00
l. TOTAL APPROVED BUDGET	\$1,250,000.00
m. Federal Share	\$1,250,000.00
n. Non-Federal Share	\$0.00

34. Accounting Classification Codes

FY-ACCOUNT NO.	DOCUMENT NO.	ADMINISTRATIVE CODE	OBJECT CLASS	ASSISTANCE LISTING	AMT ACTION	FINANCIAL ASSISTANCE	APPROPRIATION
3-1990123	CPIMP1375A	MPD-52	41.45	93.137		\$0.00	75-23-0120
4-1990123	CPIMP1375A	MPD-52	41.45	93.137		\$0.00	75-24-0120
5-1990123	CPIMP1375A	MPD-52	41.45	93.137		\$978,000.00	75-25-0120



DEPARTMENT OF HEALTH AND HUMAN SERVICES Notice of Award

Office of the Secretary

Award# 5 CPIMP231375-03-00

FAIN# CPIMP231375

Federal Award Date: 09/28/2025

35. Terms And Conditions

SPECIAL TERMS AND REQUIREMENTS

1. **Replacement of Prior Terms, Conditions, and Requirements.** Terms, conditions, and requirements have been updated to align with the HHS transition from 45 CFR part 75 to 2 CFR part 200 as described in the [Interim Final Rule](#) published October 2, 2024, in the Federal Register. Selected provisions of 2 CFR part 200 as described in Standard Term 4 below replaced their 45 CFR part 75 counterparts effective October 1, 2024. HHS will replace 45 CFR part 75 in full with 2 CFR part 200 and 2 CFR part 300 effective October 1, 2025.

Effective with the start of the budget period on this Notice of Award, all prior terms, conditions, and requirements are removed and replaced with the revised terms, conditions, and requirements in this Notice of Award to align with the phased transition to 2 CFR part 200 and 2 CFR part 300 as described in the Interim Final Rule.

2. **Applicable Regulatory Provisions.** Prior to October 1, 2025, this award is subject to 45 C.F.R. 75 except for eight flexibilities from 2 C.F.R. 200 adopted by HHS on October 1, 2024 in Federal Register Notice 89 FR 80055. After October 1, 2025, this award will be subject to any applicable provisions of 2 C.F.R. 200 and 2 C.F.R. 300.

Termination. Prior to October 1, 2025, this award is subject to the termination provisions at 45 C.F.R. 75.372. Starting on October 1, 2025, this award is subject to the termination provisions at 2 C.F.R. 200.340. Pursuant to 2 C.F.R. 200.340, the recipient agrees by accepting this award that continued funding for the award is contingent upon the availability of appropriated funds, recipient satisfactory performance, compliance with the Terms and Conditions of the award, and to the extent authorized by law, a decision by the agency that the award continues to effectuate program goals or agency priorities.

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

3. **Offset of Unobligated Balance.** If the value on line 22 is non-zero, this Notice of Award provides an offset of the unobligated balance from your previous budget period(s) to the budget period authorized by this award. The amount is based on your report of unobligated funds from a prior budget period.

The total approved budget is a combination of offset funds from prior year(s) and new funds. The amount of the offset is not reclaimable in future budget periods nor is it appealable. If the final reconciliation of your previous budget period(s) or resolution of an audit determines that the unobligated balance differs from this amount (e.g. you estimated \$5,000 in unobligated funds when the actual amount was \$4,000), OASH is not obligated to make additional Federal funds available.

STANDARD TERMS



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1. Any term or condition in this NOA, including those incorporated by reference, that HHS is enjoined by court order from imposing or enforcing shall not apply or be enforced as to any recipient or subrecipient to which that court order applies and while that court order is in effect.
2. By applying for or accepting federal funds from HHS, recipients certify compliance with all federal antidiscrimination laws and these requirements and that complying with those laws is a material condition of receiving federal funding streams. Recipients are responsible for ensuring subrecipients, contractors, and partners also comply.
3. **Accepting the Award.** You accept the terms and conditions of this award in their entirety by drawing or otherwise obtaining funds for the award from the grant payment system (currently the HHS [Payment Management System](#) (PMS)).

We expect that you will make your first drawdown of funds within the first 30-days of the budget period. If you have not drawn any funds within that period, we may contact you to obtain your written confirmation of your acceptance of the award as issued or your declination of the award.

By accepting this award, you agree to the prudent management of all expenditures and actions affecting the award, including the monitoring of all subrecipients. You also agree to comply with all applicable federal requirements for grants and cooperative agreements and all terms, conditions, and requirements outlined in this Notice of Award.

4. **Recipient Responsibilities.** As the recipient of this award, you have the full responsibility for the conduct of the project or activity supported under this award and for adherence to all award terms and conditions, statutory, regulatory, or policy requirements applicable to grants and cooperative agreements as of their effective date. The approved project or activity is described in the application for this award subject to any OASH grant management officer (GMO) approved amendments. Approval of the project does not waive or negate any statutory, regulatory, or policy requirements applicable to federal grants and cooperative agreements.

We encourage you to seek the advice and opinion of the Federal Project Officer (FPO)(Box 10) and Grants Management Specialist (GMS)(Box 9) on special problems that may arise. However, such advice does not diminish your responsibility as the recipient for making sound programmatic and administrative judgments and does not imply that the responsibility for operating decisions has shifted to HHS, OASH, or the program office.

Failure to meet these responsibilities and maintain compliance with requirements may result in an administrative action such as disallowance of funds, drawdown restriction, suspension, or termination. Should OASH decide to terminate the award prior to the end of the period of performance based on a material failure to comply with this condition of the award, OASH must report the termination to the government-wide integrity and performance system (now in [SAM.gov](#) under responsibility/qualification information).

5. **Compliance with Requirements.** Specifically, you must comply with:
 - All terms and conditions contained in this Notice of Award.
 - Award policy terms and conditions contained in the applicable Department of Health and Human Services (HHS) Grant Policy Statement (GPS) and its subsequent updates as of their effective date.
 - All requirements imposed by applicable program statutes and regulations, and HHS grant administration regulations, including any updates or revisions to these requirements as of their effective date. This includes compliance with all applicable statutes and regulations listed in the Certifications and Representations of your SAM registration, which must be active during the award.
 - Requirements or limitations in any applicable appropriations acts as of their effective date, (e.g., Salary Limitation).



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6. **Transition from 45 CFR part 75 to 2 CFR part 200.** In October 2024, HHS published in the Federal Register the [Interim Final Rule](#) (IFR) for its phased implementation of 2 CFR part 200 and eventual rescinding of 45 CFR part 75. HHS will retain certain HHS modifications in 2 CFR part 300.

HHS intends to adopt 2 CFR part 200 in full effective October 1, 2025. At that time 2 CFR part 200 will apply to this award in full. Several provisions of 2 CFR part 200 became effective on October 1, 2024. **The following replacement provisions are effective October 1, 2024.**

2 CFR part 200 citation	Replaces 45 CFR part 75 citation
2 CFR Section 200.1. Definitions, "Modified Total Direct Cost"	45 CFR Section 75.2. Definitions, "Modified Total Direct Cost"
2 CFR Section 200.1. Definitions, "Equipment"	45 CFR Section 75.2. Definitions, "Equipment"
2 CFR Section 200.1. Definitions, "Supplies"	45 CFR Section 75.2. Definitions, "Supplies"
2 CFR Section 200.313(e). Equipment, <i>Disposition</i>	45 CFR Section 75.320(e). Equipment, <i>Disposition</i>
2 CFR Section 200.314(a). Supplies	45 CFR Section 75.321(a). Supplies
2 CFR Section 200.320. Procurement methods	45 CFR Section 75.329. Procurement procedures
2 CFR Section 200.333. Fixed amount subawards	45 CFR Section 75.353. Fixed amount subawards
2 CFR Section 200.344. Closeout	45 CFR Section 75.381. Closeout
2 CFR Section 200.414(f). Indirect costs, <i>De Minimis Rate</i>	45 CFR Section 75.414(f). Indirect (F&A) costs, (f)
2 CFR Section 200.501. Audit requirements	45 CFR Section 75.501. Audit requirements

7. **Use of Grant Solutions.** Grant Solutions is our official web-based grants management system. OASH will use it to manage your grant throughout its life cycle except for financial activities. Use of the HHS Payment Management System (PMS) is required for financial functions such as drawing award funds and submitting FFRs. All award related requests and submissions must be submitted through Grant Solutions unless otherwise directed. See Special Terms and Conditions for any exceptions such as a programmatic data collection system approved by OMB that are outside of the Grant Solutions platform.



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Contact Grant Solutions [User Support](#) to establish an account if you do not have one. Your Grants Management Specialist (Box 9) may create a Grant Solutions account for your Authorized Official and Program Director/Principal Investigator roles only. Financial Officer accounts may only be established by GrantSolutions staff. All account requests must be signed by the prospective user and their supervisor or other authorized organization official.

Grant Solutions is a role-based system in which a user's role determines the permissions and functions available. As an organization, you may assign additional personnel to the roles you chose. You bear all risk and responsibility for the roles you assign to those individuals. Multiple individuals may have the same role. For example, more than one person may be assigned a PD/PI role in Grant Solutions to perform functions such as uploading reports and other documents requiring that level of access. However, assigning someone a role does not constitute a change in PD/PI that otherwise requires Grants Management Officer prior approval.

OASH recognizes only the named AO and PD/PI on the Notice of Award for official purposes such as requesting amendments or changes to the award.

8. **Prior Approval Requirements.** Certain changes to the project, its assigned personnel, and all terms and conditions of this award require the prior written approval from the Grants Management Officer (GMO). Requests for such approvals or any other modification of the terms of this Notice of Award (NOA) must be submitted as an Amendment Request in Grant Solutions.

Your Authorizing Official (AO)(Box 8) and/or Project Director/Principal Investigator (PD/PI)(Box 7) must sign all amendment requests for actions requiring prior approval. A request to change the PD/PI requires the signature of the AO.

No expanded authorities are granted under this award. Prior approval is required for [45 CFR 75.308\(c\)-\(d\)](#) (to be replaced on October 1, 2025 by [2 CFR 200.308\(f\)-\(g\)](#)):

- Change in the scope or an objective of the project (even if there is no associated budget revision).
- Change in PD/PI or PD/PI's disengagement from the project for more than three months, or a 25 percent reduction in time and effort devoted to the project.
- Change in key personnel (including employees and contractors).
- Inclusion of costs that require prior approval in subpart E, Cost Principles.
- Transfer of funds budgeted for participant support costs to other budget categories.
- Subaward activities not proposed in the application and approved. A change of subrecipient requires prior approval if there is a transfer of substantive project effort. This requirement does not apply to procurement transactions for goods and services.
- Changes in the total approved cost-sharing amount.
- Additional Federal funds to complete the project.
- No-cost extension (meaning, an extension of time that does not require the obligation of additional Federal funds) of the period of performance.
- Carry-over of unobligated balance (UOB) from a prior budget period.
- Transfer of funds among direct cost categories (e.g., personnel, travel, and supplies) or programs, functions, and activities when the Federal share of the award exceeds the simplified acquisition threshold (currently \$250,000) and the cumulative amount of a transfer exceeds or is expected to exceed 10 percent of the total budget, including cost share, as last approved by the Federal agency.

Prior approval is effective when the GMO issues a new NOA. No other signature will constitute a valid approval of the request. If you act in reliance on a response from any other federal officials or individuals, you do so at your own risk. Such responses will not be considered binding by or upon any OASH office or HHS component. Acting without prior approval may lead to cost disallowance or other corrective action. The GMO is not obligated to provide retroactive approvals. You should expect prior approval request decision within 30 days of submission of a complete request.



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Notice Requirements. Any notices or other correspondence not relating to a prior approval item should be uploaded to Grant Messages within Grant Solutions. Items that require notice only and not prior approval include a change in your AO, address, phone, or email address.

If your AO has changed, an official with the authority to designate a representative must provide notice of the change in AO on letterhead with a signature.

All correspondence submitted outside of Grant Solutions must include the Federal Award Identification Number (FAIN) and signature of the AO and/or the PD/PI to avoid delays.

9. **Standards of Conduct and Conflicts of Interest.** Per the HHS Grant Policy Statement ([GPS](#)), you must maintain written standards of conduct covering conflicts of interest. Individuals affiliated with a recipient organization cannot participate in the selection, award, or administration of a contract supported by a federal award if they have a real or apparent conflict of interest with:

- Employees
- Officers
- Agents
- Immediate family members, spouses, or partners
- Potential employer

These individuals are prohibited from soliciting gratuities, favors, or anything of monetary value from subrecipients. However, you may set standards for situations where financial interest is not substantial or the gift is an unsolicited item of insignificant value. These standards of conduct must be applied for violations of the standards by officers, employees, or agents of the organization.

If your organization is part of a parent, affiliate, or subsidiary organization that is not a state, local government, or Indian tribe, you are required to have an organizational conflict of interest policy.

10. **Intangible Property and Data Rights.** Intellectual property and data you produce or collect with award funds are subject to the following:

1. Data ([45 CFR 75.322\(d\)](#)) to be replaced by [2 CFR 200.315\(d\)](#) on October 1, 2025). The federal government has the right to: 1) Obtain, reproduce, publish, or otherwise use the data produced under this award; and 2) Authorize others to receive, reproduce, publish, or otherwise use such data for federal purposes.
2. Copyright ([45 CFR 75.322\(b\)](#)) to be replaced by [2 CFR 200.315\(b\)](#) on October 1, 2025). You may copyright any work that is subject to copyright and was developed, or for which ownership was acquired, under a federal award. The HHS awarding agency reserves a royalty-free, nonexclusive and irrevocable right to reproduce, publish, or otherwise use the work for Federal purposes, and to authorize others to do so.
3. Patents and Inventions ([45 CFR 75.322\(c\)](#)) to be replaced by [2 CFR 200.315\(c\)](#) on October 1, 2025). You are subject to applicable regulations governing patents and inventions, including government- wide regulations issued by the Department of Commerce at [37 CFR part 401](#).

11. **Acknowledgement of Federal Grant Support.** When issuing statements, press releases, publications, requests for proposal, bid solicitations and other documents --such as tool-kits, resource guides, websites, and presentations (hereafter "statements")— describing the projects or programs funded in whole or in part with U.S. Department of Health and Human Services (HHS) federal funds, **you must clearly state:**

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



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The federal award total must reflect total costs (direct and indirect) for all authorized funds for the total award up to the time of the public statement.

When issuing statements resulting from activities supported by this award, you must include an acknowledgement. Whenever possible, your acknowledgement should include the Federal Award Identification Number (FAIN) that appears on line 12 of this NOA.

The [Grants Policy Statement \(GPS\)](#) has sample acknowledgement statements for two different cases: 1) when the project is 100% funded through this award; or 2) when the project is funded partially by this award and with other funding sources, including any cost share.

For documents with space limitations (e.g., postcards) you may instead provide link or QR code that will lead to a compliant acknowledgement statement.

If you plan to issue a press release concerning the outcome of activities supported by this financial assistance, you should notify the federal project officer and the grants management officer in advance with sufficient time to allow for coordination.

12. **Project Participants or Beneficiaries Eligibility.** You must not restrict participation in the project on the basis of race, color, national origin, religion, sex, disability, age or another protected characteristic.
13. **Travel costs.** The allowability of travel costs is subject to [45 CFR Section 75.474](#) (to be replaced by [2 CFR 200.475](#) on October 1, 2025) This Notice of Award approves travel costs for award related purposes that are described in the application or approved amendment requests. Generally, you should follow your organization's written travel policy subject to any exclusions or prohibitions on costs in [45 CFR part 75, subpart E](#) (to be replaced by [2 CFR part 200, subpart E](#) on October 1, 2025).

This Notice of Award does not provide approval for international travel (i.e., travel outside the 50 United States and its territories and possessions described in the application). OASH requires review and prior approval of international travel. You should allow sufficient time for program and grants management review of the request, typically 30 days prior to the obligation of funds for the travel. Travel must be reasonable and necessary to the conduct of the project.

The Fly America Act applies to this award. ([49 USC 40118](#) as implemented by [41 CFR 301-10.131 – 301-10.143](#)).

14. **Promoting Efficient Spending.** Any activities approved by this award are subject to the [HHS Policy on Promoting Efficient Spending](#) and its associated attachments.
 - Attachment 1: [Use of Appropriated Funds for Conferences and Meetings.](#)
 - Attachment 2: [Use of Appropriated Funds for Food.](#)
 - Attachment 3: [Use of Appropriated Funds for Promotional Items](#)
 - Attachment 4: [Use of Appropriated Funds for Printing and Publications](#)
15. **Indirect Costs.** Indirect costs are allowable subject to [45 CFR 75.414](#) (to be replaced by [2 CFR 200.414](#) on October 1, 2025). Indirect costs claimed may not exceed the lower of either an amount equal to the approved negotiated indirect cost rate agreement as applied to the modified total direct costs (MTDC) or the amount indicated on this Notice of Award reflecting the lower amount you explicitly offer in the application and accepted by OASH.

Indirect costs for training awards are limited to a fixed rate of eight percent ([45 CFR 75.414\(c\)\(1\)\(i\)](#) to be replaced by [2 CFR 300.414](#) on October 1, 2025) of MTDC exclusive of tuition and related fees, direct expenditures for equipment, and subawards in excess of \$50,000.

MTDC means all direct salaries and wages, applicable fringe benefits, materials and supplies, services, travel, and up



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to the first \$50,000 of each subaward (regardless of the period of performance of the subawards under the award). MTDC excludes equipment, capital expenditures, charges for patient care, rental costs, tuition remission, scholarships and fellowships, participant support costs and the portion of each subaward in excess of \$50,000 ([2 CFR 200.1](#)).

16. **Lobbying Restriction.** The restrictions in [45 CFR Section 75.450](#) (to be replaced by [2 CFR 200.450](#) October 1, 2025) regarding costs associated with lobbying activities apply to this award.
17. **Records Access.** Per [45 CFR 75.364](#) (to be replaced by [2 CFR 200.337](#) on October 1, 2025), the HHS awarding agency, Inspectors General, the Comptroller General of the United States, and the pass-through entity, or any of their authorized representatives, must have the right of access to any documents, papers, or other records of the recipient which are pertinent to the federal award, in order to make audits, examinations, excerpts, and transcripts. The right also includes timely and reasonable access to the entity's personnel for the purpose of interview and discussion related to such documents. Only under extraordinary and rare circumstances as described in [45 CFR 75.364\(b\)](#) (to be replaced by [2 CFR 200.337\(b\)](#) October 1, 2025) would such access include review of the true name of victims of a crime.

The rights of access in this section are not limited to the required retention period but last as long as the records are retained.

18. **Records Retention.** Per [45 CFR 75.361](#) (to be replaced by [2 CFR 200.334](#) on October 1, 2025), financial records, supporting documents, statistical records, and all other records pertinent to the award must be retained for a period of three years from the date of submission of the final expenditure report. There are no other record retention requirements, except that:
1. records must be retained until all litigation, claims, or audit findings involving the records have been resolved and final action taken if any litigation, claim, or audit is started before the expiration of the three-year period
 2. when you or your subrecipient is notified in writing by the Federal agency or pass-through entity, cognizant agency for audit, oversight agency for audit, or cognizant agency for indirect costs to extend the retention period
 3. records for real property and equipment acquired with Federal funds must be retained for 3 years after final disposition.
 4. when records are transferred to or maintained by the HHS awarding agency or pass-through entity, the 3-year retention requirement is not applicable to you.
 5. Records of program income earned after the period of performance must be retained for three years from the end of your or your subrecipient's fiscal year in which the program income is earned. This only applies if this NOA requires you to report on program income after the period of performance has ended.
 6. The records for indirect cost rate computations or proposals, cost allocation plans, and any similar accounting computations of the rate at which a particular group of costs is chargeable (such as computer usage chargeback rates or composite fringe benefit rates) must be retained according to the applicable option below:

If submitted for negotiation. When a proposal, plan, or other computation must be submitted to the Federal Government to form the basis for negotiation of an indirect cost rate (or other standard rates), then the three-year retention period for its supporting records starts from the date of submission.

If not submitted for negotiation. When a proposal, plan, or other computation is not required to be submitted to the Federal Government to form the basis for negotiation of an indirect cost rate (or other standard rates), then the three-year retention period for its supporting records starts from the end of the fiscal year (or other accounting period) covered by the proposal, plan, or other computation.

19. **Whistleblower Protections.** The whistleblower protections in [2 CFR 200.217](#) apply to this award. You and your



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subrecipients must inform your employees in writing of employee whistleblower rights and protections under [41 USC 4712](#).

20. **Salary Limitation.** Salary costs under this award are subject to the limitation established by federal statute. The salary limitation is based upon the Executive Level II of the Federal Executive Pay Scale. Effective January 2025, the Executive Level II salary is \$225,700. This amount is updated annually and posted at www.opm.gov/policy-data-oversight/pay-leave/salaries-wages/.

For the purposes of the salary limitation, the direct salary is exclusive of fringe benefits and indirect costs. An individual's direct salary is not constrained by the legislative provision for a limitation of salary. The rate limitation simply limits the amount that may be charged to the grant or cooperative agreement. You may pay an individual's salary amount exceeding the salary cap with non-federal funds.

21. **Reporting of Matters Related to Recipient Integrity and Performance.** ([2 CFR part 200, Appendix XII](#))

A. General Reporting Requirement

If the total value of your active grants, cooperative agreements, and procurement contracts from all Federal agencies exceeds \$10,000,000 for any period of time during the period of performance of this Federal award, then you as the recipient must ensure the information available in the responsibility/qualification records through the System for Award Management (SAM.gov), about civil, criminal, or administrative proceedings described in paragraph (b) of this award term is current and complete. This is a statutory requirement under section 872 of [Public Law 110-417](#), as amended ([41 U.S.C. 2313](#)). As required by section 3010 of [Public Law 111-212](#), all information posted in responsibility/qualification records in SAM.gov on or after April 15, 2011 (except past performance reviews required for Federal procurement contracts) will be publicly available.

B. Proceedings About Which You Must Report

You must submit the required information about each proceeding that—

1. Is in connection with the award or performance of a grant, cooperative agreement, or procurement contract from the Federal Government;
2. Reached its final disposition during the most recent five-year period; and
3. Is one of the following—
 - a) A criminal proceeding that resulted in a conviction;
 - b) A civil proceeding that resulted in a finding of fault and liability and payment of a monetary fine, penalty, reimbursement, restitution, or damages of \$5,000 or more;
 - c) An administrative proceeding that resulted in a finding of fault and liability and your payment of either a monetary fine or penalty of \$5,000 or more or reimbursement, restitution, or damages in excess of \$100,000; or
 - d) Any other criminal, civil, or administrative proceeding if—



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- i. It could have led to an outcome described in paragraph (B)(3)(a) through (c);
- ii. It had a different disposition arrived at by consent or compromise with an acknowledgment of fault on your part; and
- iii. The requirement in this award term to disclose information about the proceeding does not conflict with applicable laws and regulations.

C. Reporting Procedures

Enter the required information in *SAM.gov* for each proceeding described in paragraph (B) of this award term. You do not need to submit the information a second time under grants and cooperative agreements that you received if you already provided the information in *SAM.gov* because you were required to do so under Federal procurement contracts that you were awarded.

D. Reporting Frequency

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

E. Definitions

For purposes of this award term:

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

Conviction means a judgment or conviction of a criminal offense by any court of competent jurisdiction, whether entered upon a verdict or a plea, and includes a conviction entered upon a plea of nolo contendere.

Total value of currently active grants, cooperative agreements, and procurement contracts includes the value of the Federal share already received plus any anticipated Federal share under those awards (such as continuation funding).

F. Disclosure Requirements.

Consistent with [45 C.F.R. Section 75.113](#), applicants and recipients must disclose, in a timely manner, in writing to the HHS Awarding Agency, with a copy to the HHS Office of the Inspector General, all information related to violations of Federal criminal law involving fraud, bribery, or gratuity violations potentially affecting the Federal award.

Subrecipients must disclose, in a timely manner, in writing to the prime recipient (pass through entity) and the HHS Office of the Inspector General all information related to violations of Federal criminal law involving fraud, bribery, or gratuity violations potentially affecting the Federal award. Disclosures must be sent in writing to the awarding agency and to the HHS OIG at the following addresses:



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*HHS OASH Grants and Acquisitions Management
1101 Wootton Parkway, Plaza Level
Rockville, MD 20852*

AND

*US Department of Health and Human Services
Office of Inspector General
ATTN: OIG HOTLINE OPERATIONS—MANDATORY GRANT DISCLOSURES
PO Box 23489
Washington, DC 20026*

URL: <http://oig.hhs.gov/fraud/report-fraud/index.asp> (Include "Mandatory Grant Disclosures" in subject line)
Fax: 1-800-223-8164 (Include "Mandatory Grant Disclosures" in subject line)

Failure to make required disclosures can result in any of the remedies described in [45 C.F.R. Section 75.371](#) ("Remedies for noncompliance"), including suspension or debarment (See also 2 C.F.R. Parts [180](#) & [376](#) and [31 U.S.C. Section 3321](#)).

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

22. Reporting Subawards and Executive Compensation ([2 CFR part 170](#))

A. Reporting of first-tier subawards —

1. Applicability.

Unless the recipient is exempt as provided in paragraph (d) of this award term, the recipient must report each subaward that equals or exceeds \$30,000 in Federal funds for a subaward to an entity or Federal agency. The recipient must also report a subaward if a modification increases the Federal funding to an amount that equals or exceeds \$30,000. All reported subawards should reflect the total amount of the subaward.

2. Reporting Requirements.

a) The recipient must report each subaward described in paragraph (a)(1) of this award term to the Federal Funding Accountability and Transparency Act Subaward Reporting System (FSRS) at <http://www.fsrs.gov>.

b) For subaward information, report no later than the end of the month following the month in which the subaward was issued. (For example, if the subaward was made on November 7, 2025, the subaward must be reported by no later than December 31, 2025).

B. Reporting total compensation of recipient executives for entities —

1. Applicability.

The recipient must report the total compensation for each of the recipient's five most highly compensated executives for the preceding completed fiscal year if:



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a) The total Federal funding authorized to date under this Federal award equals or exceeds \$30,000;

b) in the preceding fiscal year, the recipient received:

i. 80 percent or more of the recipient's annual gross revenues from Federal procurement contracts (and subcontracts) and Federal awards (and subawards) subject to the Transparency Act; and

ii. \$25,000,000 or more in annual gross revenues from Federal procurement contracts (and subcontracts) and Federal awards (and subawards) subject to the Transparency Act; and,

c) 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 after receiving this subaward. (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/excomp.htm>.)

2. Reporting Requirements.

The recipient must report executive total compensation described in paragraph (b)(1) of this appendix:

a) As part of the recipient's registration profile at <https://www.sam.gov>.

b) No later than the month following the month in which this Federal award is made, and annually after that. (For example, if this Federal award was made on November 7, 2025, the executive total compensation must be reported by no later than December 31, 2025.)

C. Reporting of total compensation of subrecipient executives —

1. Applicability.

Unless a first-tier subrecipient is exempt as provided in paragraph (d) of this appendix, the recipient must report the executive total compensation of each of the subrecipient's five most highly compensated executives for the subrecipient's preceding completed fiscal year, if:

a) The total Federal funding authorized to date under the subaward equals or exceeds \$30,000;

b) In the subrecipient's preceding fiscal year, the subrecipient received:

i. 80 percent or more of its annual gross revenues from Federal procurement contracts (and subcontracts) and Federal awards (and subawards) subject to the Transparency Act; and,

ii. \$25,000,000 or more in annual gross revenues from Federal procurement contracts (and subcontracts), and Federal awards (and subawards) subject to the Transparency Act; and

c) 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



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(15 U.S.C. 78m(a), 78o(d)) or section 6104 of the Internal Revenue Code of 1986after receiving this subaward. (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/excomp.htm>.)

2. Reporting Requirements.

Subrecipients must report to the recipient their executive total compensation described in paragraph (c)(1) of this appendix. The recipient is required to submit this information to the Federal Funding Accountability and Transparency Act Subaward Reporting System (FSRS) at <http://www.fsrs.gov> no later than the end of the month following the month in which the subaward was made. (For example, if the subaward was made on November 7, 2025, the subaward must be reported by no later than December 31, 2025).

D. Exemptions.

1. A recipient with gross income under \$300,000 in the previous tax year is exempt from the requirements to report:

a) Subawards, and

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

E. Definitions.

For purposes of this award term:

Entity includes:

1. Whether for profit or nonprofit

- A corporation;**
- An association;**
- A partnership;**
- A limited liability company;**
- A limited liability partnership;**
- A sole proprietorship;**
- Any other legal business entity;**
- Another grantee or contractor that is not excluded by subparagraph (2); and**
- Any State or locality;**

2. Does not include:

- An individual recipient of Federal financial assistance; or**
- A Federal employee.**

Executive means an officer, managing partner, or any other employee holding a management position.



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Subaward has the meaning given in [2 CFR 200.1](#).

Subrecipient has the meaning given in [2 CFR 200.1](#).

Total Compensation means the cash and noncash dollar value an executive earns during an entity's preceding fiscal year. This includes all items of compensation as prescribed in [17 CFR 229.402\(c\)\(2\)](#).

23. System for Award Management (SAM.gov) and Universal Identifier Requirements.

A. Requirement for System for Award Management.

1. Unless exempt from this requirement under [2 CFR 25.110](#), you must maintain a current and active registration in *SAM.gov*. Your registration must always be current and active until you submit all final reports required under this award or receive the final payment, whichever is later. You must review and update your information in *SAM.gov* at least annually from the date of your initial registration or any subsequent updates to ensure it is current, accurate, and complete. If applicable, this includes identifying your immediate and highest-level owner and subsidiaries and providing information about your predecessors that have received a Federal award or contract within the last three years.

B. Requirement for Unique Entity Identifier (UEI).

1. If the you are authorized to make subawards under this Federal award, you:

a) Must notify potential subrecipients that no entity may receive a subaward until the entity has provided its UEI to you.

b) Must not make a subaward to an entity unless the entity has provided its UEI to the recipient. Subrecipients are not required to complete full registration in *SAM.gov* to obtain a UEI.

C. Definitions. For the purposes of this award term:

System for Award Management (SAM.gov) means the Federal repository into which you must provide the information required for the conduct of business as a recipient. Additional information about registration procedures may be found in *SAM.gov* (currently at <https://www.sam.gov>).

Unique entity identifier means the universal identifier assigned by *SAM.gov* to uniquely identify an entity.

Entity is defined at [2 CFR 25.400](#) and includes all of the following types as defined in [2 CFR 200.1](#):

(1) Non-Federal entity;

(2) Foreign organization;



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- (3) Foreign public entity;
- (4) Domestic for-profit organization; and
- (5) Federal agency.

Subaward has the meaning given in [2 CFR 200.1](#).

Subrecipient has the meaning given in [2 CFR 200.1](#).

24. Trafficking in Persons ([2 CFR part 175](#))

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

1. Under this award, the recipient, its employees, subrecipients under this award, and subrecipient's employees must not engage in:

- a) Severe forms of trafficking in persons;
- b) The procurement of a commercial sex act during the period of time that this award or any subaward is in effect;
- c) The use of forced labor in the performance of this award or any subaward; or
- d) Acts that directly support or advance trafficking in persons, including the following acts:
 - i. Destroying, concealing, removing, confiscating, or otherwise denying an employee access to that employee's identity or immigration documents;
 - ii. Failing to provide return transportation or pay for return transportation costs to an employee from a country outside the United States to the country from which the employee was recruited upon the end of employment if requested by the employee, unless:
 - (a) Exempted from the requirement to provide or pay for such return transportation by the Federal department or agency providing or entering into the grant or cooperative agreement; or
 - (b) The employee is a victim of human trafficking seeking victim services or legal redress in the country of employment or a witness in a human trafficking enforcement action;
 - iii. Soliciting a person for the purpose of employment, or offering employment, by means of materially false or fraudulent pretenses, representations, or promises regarding that employment;
 - iv. Charging recruited employees a placement or recruitment fee; or
 - v. Providing or arranging housing that fails to meet the host country's housing and safety



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standards.

2. The Federal agency may unilaterally terminate this award or take any remedial actions authorized by [22 U.S.C. 7104b\(c\)](#), without penalty, if any private entity under this award:

- a) Is determined to have violated a prohibition in paragraph A.1 of this award term; or
- b) Has an employee that is determined to have violated a prohibition in paragraph A.1 of this award term through conduct that is either:
 - i. Associated with the performance under this award; or
 - ii. Imputed to the recipient 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 Government-wide 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.

1. The Federal agency may unilaterally terminate this award or take any remedial actions authorized by [22 U.S.C. 7104b\(c\)](#), without penalty, if a subrecipient that is a private entity under this award:

- a) Is determined to have violated a prohibition in paragraph A.1 of this award; or
- b) Has an employee that is determined to have violated a prohibition in paragraph A.1 of this award term through conduct that is either:
 - i. Associated with the 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 Government-wide Debarment and Suspension (Nonprocurement)," as implemented by our agency at [2 CFR Part 376](#).

C. Provisions applicable to any recipient.

- 1. The recipient must inform the Federal agency and the Inspector General of the Federal agency immediately of any information you receive from any source alleging a violation of a prohibition in paragraph A.1 of this appendix.
- 2. The Federal agency's right to unilaterally terminate this award as described in paragraphs A.2 or B.1 of this appendix:
 - a) Implements the requirements of [22 USC 78](#), and
 - b) Is in addition to all other remedies for noncompliance that are available to the Federal agency



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under this award.

3. The recipient must include the requirements of paragraph A.1 of this award term in any subaward it makes to a private entity.

4. If applicable, the recipient must also comply with the compliance plan and certification requirements in [2 CFR 175.105\(b\)](#).

D. Definitions. For purposes of this award term:

Employee means either:

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

b) Another person engaged in the performance of the project or program under this award and not compensated by the recipient 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 requirements.

Private Entity means any entity, including for-profit organizations, nonprofit organizations, institutions of higher education, and hospitals. The term does not include foreign public entities, Indian Tribes, local governments, or states as defined in [2 CFR 200.1](#).

The terms "severe forms of trafficking in persons," "commercial sex act," "sex trafficking," "Abuse or threatened abuse of law or legal process," "coercion," "debt bondage," and "involuntary servitude" have the meanings given at section 103 of the TVPA, as amended ([22 USC 7102](#)).

25. Prohibition on certain telecommunications and video surveillance services or equipment. As the recipient you are responsible for the following.

A. As described in CFR 200.216, recipients and subrecipients are prohibited to obligate or spend grant funds (to include direct and indirect expenditures as well as cost share and program) to:

1) Procure or obtain,

2) Extend or renew a contract to procure or obtain; or

3) Enter into contract (or extend or renew contract) to procure or obtain equipment, services, or systems that use covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. As described in Pub. L. 115-232, section 889, covered telecommunications equipment is telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities).

a) For the purpose of public safety, security of government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities).



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b) Telecommunications or video surveillance services provided by such entities or using such equipment.

c) Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of the National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise, connected to the government of a covered foreign country.

REPORTING REQUIREMENTS

1. **Financial Reporting Requirement.** As a recipient, you must submit your quarterly Federal Financial Report (FFR) (SF-425) to OASH using the Department of Health and Human Services (HHS) Payment Management System ([PMS](#)). Failure to submit the FFR in the correct system by the due date may delay processing of any pending requests or applications.

Submission of your SF-425 will enhance the reconciliation of expenditures and disbursements and allow for timely closeout of grants.

To assist in your preparation for submission, a PDF version of the SF-425 and instructions is available on Grants.gov at https://apply07.grants.gov/apply/forms/sample/SF425_3_0-V3.0.pdf.

You must complete all sections of the FFR.

Due Date and Reporting Period. Your quarterly FFR will report cumulatively over the life of the project. Your FFR is due 30 days after the end of each Quarter in the federal fiscal year. That is for the:

- Quarter ending September 30, your FFR is due October 30
- Quarter ending December 31, your FFR is due January 30
- Quarter ending March 30, your FFR is due April 30
- Quarter ending June 30, your FFR is due July 30.

Final FFR Due Date. Your final FFR covering the entire project is due 120 days after the end date for your project period.

Past due FFRs. If you have not submitted by the due date, you will receive a message indicating the report is Past Due. Please ensure your PMS account and contact information are up to date so you receive notifications. Past due FFRs may delay action on pending applications for new, continuing, or supplement awards.

Electronic Submission Requirement. Electronic Submissions are required and accepted only via the PMS. No other submission methods will be accepted without prior written approval from the GMO. Your FFR preparer/certifier must be authorized by you to access PMS.

If you encounter any difficulties, contact the PMS Help Desk or your assigned Grants Management Specialist (Box 9).

2. **Quarterly Progress Report Requirements.** You must submit quarterly progress reports 30 days after the end of each quarter of the performance period unless otherwise required under Special Terms and Requirements or Special Conditions as required by statute, regulation, or specific circumstances warranting additional monitoring for this award. Your progress reports must address content required by 45 CFR § 75.342(b)(2). Additional guidance may be provided by the Program Office. Reports must be submitted electronically via the Performance Project Report (PPR) Module in GrantSolutions.



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3. **Audit Requirements.** The Single Audit Act Amendments of 1996 ([31 USC Section 7501-7507](#)) combined the audit requirements for all entities under one Act. An audit is required for all non-Federal entities expending Federal funds and must be consistent with the standards set out at [45 CFR part 75, subpart F](#), "Audit Requirements" (except that [2 CFR 200.501](#) replaced 45 CFR 75.501 on October 1, 2024, and will be replaced in its entirety by [2 CFR part 200, subpart F](#) on October 1, 2025). The audits are due within 30 days of receipt from the auditor or within 9 months of the end of the fiscal year, whichever occurs first. The audit report when completed should be submitted online to the [Federal Audit Clearinghouse](#).
4. **Closeout Requirements.** Once the project period has ended, as the recipient, you are required to submit a Final PPR and the SF-428 Tangible Personal Property report and/or Disposition report in Grant Solutions and a Final FFR (SF-425) using HHS Payment Management System (PMS).

All closeout documentation is due within 120 calendar days after the project and final budget period end date. Failure to submit these required reports when due may result in the imposition of a special award condition or the withholding of support for other active or future projects or activities involving your organization.

Failure to submit acceptable closeout documentation may result in a unilateral closeout of your award. In a unilateral closeout, OASH is required to report you to the government-wide integrity and performance system (now in SAM.gov under responsibility/qualification information) for material failure to comply with the terms of your award. Such a failure must be considered in future decisions about assistance funding for which you have applied ([45 CFR 75.205](#) to be replaced by [2 CFR 200.206](#) on October 1, 2025).

Additional instructions for completing all reports will be provided in the Pre-closeout letter from the Grants & Acquisitions Management Division.

- **Final Performance Progress Report (PPR),** Submit your report via the Performance Progress Report (PPR) Module in Grant Solutions. Your report must address content required by [45 CFR Section 75.342\(b\)\(2\)](#) (to be replaced by [2 CFR 200.329\(c\)\(2\)](#) on October 1, 2025). Additional guidance on content of the progress report may be provided by the Program Office.
- **Final Federal Financial Report (SF-425).** Submit your Final FFR using the HHS Payment Management System (PMS). No other submission methods will be accepted without prior written approval from the GMO. If you encounter any difficulties, contact the HHS Payment Management System Help Desk or your assigned Grants Management Specialist.
- **Tangible Personal Property report and/or Disposition reports (SF-428 and SF-428-B).** Submit reports via attachment to a Grant Message in Grant Solutions. You may find the forms on Grants.gov under [Post-Award Reporting Forms](#).

CONTACTS

1. **Fraud, Waste, and Abuse.** The HHS Inspector General accepts tips and complaints from all sources about potential fraud, waste, abuse, and mismanagement in Department of Health and Human Services' programs. Your information will be reviewed promptly by a professional staff member. Due to the high volume of information that they receive, they are unable to reply to submissions. You may reach the OIG through various channels.

Internet: <https://forms.oig.hhs.gov/hotlineoperations/index.aspx>

Phone: 1-800-HHS-TIPS (1-800-447-8477)

*Mail: US Department of Health and Human Services
Office of Inspector General*



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ATTN: OIG HOTLINE OPERATIONS

PO Box 23489

Washington, DC 20026

For additional information visit <https://oig.hhs.gov/fraud/report-fraud/index.asp>.

- 2. Payment Procedures.** Payments for grants awarded by OASH Program Offices are made through the Payment Management System (PMS, previously known as the Division of Payment Management) <https://pms.psc.gov/home.html>.

PMS is administered by the Program Support Center (PSC), HHS. Contact PMS to establish an account if you do not have one.

Inquiries regarding payments should be directed to <https://pms.psc.gov/home.html>; or

Payment Management Services

P.O. Box 6021

Rockville, MD 20852

or 1-877-614-5533

- 3. Grant Solutions.** For assistance on Grant Solutions issues please contact: Grant Solutions User Support at 202-401-5282 or 866-577-0771, email help@grantsolutions.gov, Monday – Friday, 8 a.m. – 6 p.m. ET. Frequently Asked Questions and answers are available at <https://grantsolutions.secure.force.com/>.



Certificate Of Completion

Envelope Id: C868D8D3-C6B8-421C-A8D4-49A9B169F16A Status: Sent
 Subject: Signature Request on the Triple Crown Agreement for Detroit Health Department. Contract 1337700
 Source Envelope:
 Document Pages: 32 Signatures: 0 Envelope Originator:
 Certificate Pages: 5 Initials: 0 Jumoke Abiodun-Ige
 AutoNav: Enabled jabiodu1@hfhs.org
 Envelopeld Stamping: Enabled IP Address: 52.207.176.51
 Time Zone: (UTC-05:00) Eastern Time (US & Canada)

Record Tracking

Status: Original Holder: Jumoke Abiodun-Ige Location: DocuSign
 12/19/2025 1:55:05 PM jabiodu1@hfhs.org

Signer Events

Signature	Timestamp
Denise Fair Razo	Sent: 12/19/2025 1:58:52 PM
faird@detroitmi.gov	Resent: 1/8/2026 12:51:49 PM
Chief Public Health Officer	Resent: 1/19/2026 4:49:01 PM
Security Level: Email, Account Authentication (None)	Resent: 1/23/2026 2:03:37 PM
	Viewed: 1/27/2026 10:36:40 AM

Electronic Record and Signature Disclosure:
 Accepted: 1/27/2026 10:36:40 AM
 ID: c95b6b9c-239d-4e52-8ef3-6e5b2a3c8d69

Kimberlydawn Wisdom
 Kwisdom1@hfhs.org
 Security Level: Email, Account Authentication (None)

Electronic Record and Signature Disclosure:
 Accepted: 1/14/2026 9:03:12 AM
 ID: 1aa4f4b1-055c-403f-ab5c-56292dc470b8

In Person Signer Events

Editor Delivery Events

Agent Delivery Events

Intermediary Delivery Events

Certified Delivery Events

Carbon Copy Events

Leah Smith
 leah.smith@detroitmi.gov
 Security Level: Email, Account Authentication (None)

Electronic Record and Signature Disclosure:
 Not Offered via Docusign

grays@detroitmi.gov
 grays@detroitmi.gov
 Security Level: Email, Account Authentication (None)

Electronic Record and Signature Disclosure:
 Not Offered via Docusign

Carbon Copy Events	Status	Timestamp
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Jaye Clement
jclemen1@hfhs.org
Security Level: Email, Account Authentication
(None)
Electronic Record and Signature Disclosure:
Accepted: 9/30/2022 2:32:34 PM
ID: ee65935b-2a1b-44a4-9364-dd59a386628f

Camille Rushing
crushin1@hfhs.org
Security Level: Email, Account Authentication
(None)
Electronic Record and Signature Disclosure:
Not Offered via Docusign

Teresa Donahee
tdonahe1@hfhs.org
Security Level: Email, Account Authentication
(None)
Electronic Record and Signature Disclosure:
Not Offered via Docusign

Witness Events	Signature	Timestamp
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Notary Events	Signature	Timestamp
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Envelope Summary Events	Status	Timestamps
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Envelope Sent	Hashed/Encrypted	12/19/2025 1:58:52 PM
Envelope Updated	Security Checked	1/8/2026 12:51:42 PM
Envelope Updated	Security Checked	1/8/2026 12:51:42 PM
Envelope Updated	Security Checked	1/8/2026 12:51:42 PM

Payment Events	Status	Timestamps
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Electronic Record and Signature Disclosure
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ELECTRONIC RECORD AND SIGNATURE DISCLOSURE

From time to time, Henry Ford Health System- Main Account (we, us or Company) may be required by law to provide to you certain written notices or disclosures. Described below are the terms and conditions for providing to you such notices and disclosures electronically through the DocuSign system. Please read the information below carefully and thoroughly, and if you can access this information electronically to your satisfaction and agree to this Electronic Record and Signature Disclosure (ERSD), please confirm your agreement by selecting the check-box next to 'I agree to use electronic records and signatures' before clicking 'CONTINUE' within the DocuSign system.

Getting paper copies

At any time, you may request from us a paper copy of any record provided or made available electronically to you by us. You will have the ability to download and print documents we send to you through the DocuSign system during and immediately after the signing session and, if you elect to create a DocuSign account, you may access the documents for a limited period of time (usually 30 days) after such documents are first sent to you. After such time, if you wish for us to send you paper copies of any such documents from our office to you, you will be charged a \$0.00 per-page fee. You may request delivery of such paper copies from us by following the procedure described below.

Withdrawing your consent

If you decide to receive notices and disclosures from us electronically, you may at any time change your mind and tell us that thereafter you want to receive required notices and disclosures only in paper format. How you must inform us of your decision to receive future notices and disclosure in paper format and withdraw your consent to receive notices and disclosures electronically is described below.

Consequences of changing your mind

If you elect to receive required notices and disclosures only in paper format, it will slow the speed at which we can complete certain steps in transactions with you and delivering services to you because we will need first to send the required notices or disclosures to you in paper format, and then wait until we receive back from you your acknowledgment of your receipt of such paper notices or disclosures. Further, you will no longer be able to use the DocuSign system to receive required notices and consents electronically from us or to sign electronically documents from us.

All notices and disclosures will be sent to you electronically

Unless you tell us otherwise in accordance with the procedures described herein, we will provide electronically to you through the DocuSign system all required notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you during the course of our relationship with you. To reduce the chance of you inadvertently not receiving any notice or disclosure, we prefer to provide all of the required notices and disclosures to you by the same method and to the same address that you have given us. Thus, you can receive all the disclosures and notices electronically or in paper format through the paper mail delivery system. If you do not agree with this process, please let us know as described below. Please also see the paragraph immediately above that describes the consequences of your electing not to receive delivery of the notices and disclosures electronically from us.

How to contact Henry Ford Health System- Main Account:

You may contact us to let us know of your changes as to how we may contact you electronically, to request paper copies of certain information from us, and to withdraw your prior consent to receive notices and disclosures electronically as follows:

To contact us by email send messages to: legal@hfhs.org

To advise Henry Ford Health System- Main Account of your new email address

To let us know of a change in your email address where we should send notices and disclosures electronically to you, you must send an email message to us at legal@hfhs.org and in the body of such request you must state: your previous email address, your new email address. We do not require any other information from you to change your email address.

If you created a DocuSign account, you may update it with your new email address through your account preferences.

To request paper copies from Henry Ford Health System- Main Account

To request delivery from us of paper copies of the notices and disclosures previously provided by us to you electronically, you must send us an email to legal@hfhs.org and in the body of such request you must state your email address, full name, mailing address, and telephone number. We will bill you for any fees at that time, if any.

To withdraw your consent with Henry Ford Health System- Main Account

To inform us that you no longer wish to receive future notices and disclosures in electronic format you may:

- i. decline to sign a document from within your signing session, and on the subsequent page, select the check-box indicating you wish to withdraw your consent, or you may;
- ii. send us an email to legal@hfhs.org and in the body of such request you must state your email, full name, mailing address, and telephone number. We do not need any other information from you to withdraw consent.. The consequences of your withdrawing consent for online documents will be that transactions may take a longer time to process..

Required hardware and software

The minimum system requirements for using the DocuSign system may change over time. The current system requirements are found here: <https://support.docusign.com/guides/signer-guide-signing-system-requirements>.

Acknowledging your access and consent to receive and sign documents electronically

To confirm to us that you can access this information electronically, which will be similar to other electronic notices and disclosures that we will provide to you, please confirm that you have read this ERSD, and (i) that you are able to print on paper or electronically save this ERSD for your future reference and access; or (ii) that you are able to email this ERSD to an email address where you will be able to print on paper or save it for your future reference and access. Further, if you consent to receiving notices and disclosures exclusively in electronic format as described herein, then select the check-box next to 'I agree to use electronic records and signatures' before clicking 'CONTINUE' within the DocuSign system.

By selecting the check-box next to 'I agree to use electronic records and signatures', you confirm that:

- You can access and read this Electronic Record and Signature Disclosure; and
- You can print on paper this Electronic Record and Signature Disclosure, or save or send this Electronic Record and Disclosure to a location where you can print it, for future reference and access; and
- Until or unless you notify Henry Ford Health System- Main Account as described above, you consent to receive exclusively through electronic means all notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you by Henry Ford Health System- Main Account during the course of your relationship with Henry Ford Health System- Main Account.