

SEVENTH AMENDMENT TO AGREEMENT
between
COUNTY OF SANTA BARBARA
and
OCHIN, INC.
for
PRACTICE MANAGEMENT SYSTEM AND ELECTRONIC MEDICAL RECORD SYSTEM

SEVENTH AMENDMENT

Effective: [11/29/2022]

THIS SEVENTH AMENDMENT to the Master System Agreement for Practice Management System and Electronic Medical Record System entered into by the parties on July 17, 2017 (Agreement), by and between the County of Santa Barbara (MEMBER) and Oregon Community Health Information Network (OCHIN), is effective as of [11/29/2022].

RECITALS

WHEREAS, the Agreement is effective through March 31, 2024;

WHEREAS, Agreement section 13 and Exhibit B, section 35 requires amendments to the Master System Agreement must be in writing and signed by both parties.

WHEREAS, Agreement Exhibit B, section 49 states the Master System Agreement "...may be altered, amended or modified only by an instrument in writing, executed by the parties to this agreement and by no other means";

WHEREAS, this Seventh Amendment incorporates the terms and conditions set forth in the Agreement and all prior amendments.

NOW, THEREFORE, in consideration of the mutual covenants and conditions contained herein the parties agree as follows:

1. **Definitions.** Capitalized terms used in this Seventh Amendment, to the extent not otherwise defined herein shall have the same meanings as in the Agreement.
2. **Section 14, Exhibits** adds the following Exhibit to the list of Exhibits:
 Exhibit FF Federal Funding Requirements
3. **Exhibit FF** is added to the Master System Agreement in its entirety as attached hereto and incorporated herein by this reference.
4. **Exhibit B, section 49** is deleted and replaced in its entirety with:

Entire Agreement And Amendment. In conjunction with the matters considered herein, this agreement contains the entire understanding and agreement of the parties and there have been no promises, representations, agreements, warranties or undertakings by any of the parties, either oral or written, of any character or nature hereafter binding except as set forth herein. This agreement may be altered, amended or modified only by an instrument in writing, executed by the parties to this agreement and by no other means. Each party waives their future right to claim, contest or assert that this agreement was modified, canceled, superseded, or changed by any oral agreements, course of conduct, waiver or estoppel. The Public Health Director, or designee, upon authority granted by the County of Santa Barbara Board of Supervisors and upon mutual written agreement of the parties may approve and execute Statements of Work (SOWs) so long as the SOWs do not require additional funding for the duration of the Agreement upon review and approval by the County of Santa Barbara's Risk Management and County Counsel's Office. SOWs approved and executed under the authority of the Public Health Director, or designee, will be attached to the Master System Agreement and incorporated herein by reference.

5. **Counterparts.** This Seventh Amendment may be executed in several counterparts, all of which taken together shall constitute a single agreement between the Parties.
6. **Effectiveness of Agreement.** The terms and provisions set forth in this Seventh Amendment shall modify and supersede all inconsistent terms and provisions set forth in the Master System Agreement and Amendments 1 through 6. The terms and provisions of the Master System Agreement and Amendments 1 through 6, except as expressly modified and superseded by this Seventh Amendment are ratified and confirmed and shall continue in full force and effect, and shall continue to be legal, valid, binding, and enforceable obligations of the Parties.

[This area intentionally left blank. Signatures on following pages.]

Seventh Amendment to Agreement for Practice Management and Electronic Medical Record System between the **County of Santa Barbara** and **OCHIN, Inc.**

IN WITNESS WHEREOF, the parties have executed this Seventh Amendment to be effective [11/29/2022].

ATTEST:

Mona Miyasato
County Executive Officer
Clerk of the Board

By: _____
Deputy Clerk

COUNTY OF SANTA BARBARA:

Joan Hartmann

By: _____
Chair, Board of Supervisors

Date: _____

RECOMMENDED FOR APPROVAL:

Daniel L. B. Nielson, MPA
Interim Director
Public Health Department

By: _____
Department Head

APPROVED AS TO FORM:

Rachel Van Mullem
County Counsel

By: _____
Deputy County Counsel

APPROVED AS TO FORM:

Risk Management

By: _____
Greg Milligan, ARM
Risk Manager

Seventh Amendment to Agreement for Practice Management and Electronic Medical Record System between the **County of Santa Barbara** and **OCHIN, Inc.**

IN WITNESS WHEREOF, the parties have executed this Seventh Amendment to be effective 11/29/2022].

OCHIN:

By:

Authorized Representative

Name:

Abby Sears

Title:

Chief Executive Officer

Exhibit FF

Federal Funding Requirements

1. EQUAL EMPLOYMENT OPPOTURNITY

During the performance of this Agreement, CONTRACTOR agrees as follows:

- A. CONTRACTOR will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. CONTRACTOR will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, or national origin. Such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. CONTRACTOR agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.
- B. CONTRACTOR will, in all solicitations or advertisements for employees placed by or on behalf of CONTRACTOR, state that all qualified applicants will receive considerations for employment without regard to race, color, religion, sex, or national origin.
- C. CONTRACTOR will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of CONTRACTOR'S commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- D. CONTRACTOR agrees to comply with Executive Order 11246 of September 24, 1965, entitled "Equal Employment Opportunity," as amended by Executive Order 11375 of October 13, 1967, as supplemented in Department of Labor regulations (41 CFR Part 60) and all other applicable rules, regulations, and relevant orders of the Secretary of Labor. Title 41 of the Code of Federal Regulations (CFR) section 60.14 applies to this Agreement and is incorporated herein by this reference with the same force and effect as if the regulation were specifically set out herein and CONTRACTOR agrees to comply with said regulation.
- E. CONTRACTOR will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
- F. In the event of CONTRACTOR'S noncompliance with the nondiscrimination clauses of this Agreement or with any of the said rules, regulations, or orders, this Agreement may be cancelled, terminated, or suspended in whole or in part and CONTRACTOR may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions as may be imposed and remedies

invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

- G. CONTRACTOR will include the portion of the sentence immediately preceding paragraph (A) and the provisions of paragraphs (A) through (F) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. CONTRACTOR will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance: Provided, however, that in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency CONTRACTOR may request the United States to enter into such litigation to protect the interests of the United States.

2. NONDISCRIMINATION

- A. CONTRACTOR shall comply with the Age Discrimination Act of 1975, Title 42 of the United States Code (USC) 6101 et seq., as codified at 45 CFR Part 91, which prohibits discrimination on the basis of age in any program or activity receiving Federal financial assistance.
- B. CONTRACTOR shall comply with Title VI of the Civil Rights Act of 1964, 42 USC 2000d et seq., as codified at 45 CFR Part 80, which provides that no person in the United States will, on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving Federal financial assistance.
- C. CONTRACTOR shall comply with Title IX of the Education Amendments of 1972, 20 USC 1681, 1682, 1683, 1685, and 1686, as codified at 45 CFR Part 86, which provides that no person in the United States will, on the basis of sex, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any educational program or activity receiving Federal financial assistance.
- D. In accordance with the Federal Department of Health and Human Services standard terms, CONTRACTOR agrees it shall not discriminate on the basis of race, color, national origin, age, disability, religion, or sex (including pregnancy, sexual orientation, and gender identity). CONTRACTOR shall not exclude people or treat them differently because of race, color, national origin, age, disability, religion, or sex (including pregnancy, sexual orientation, and gender identity).

3. CLEAN AIR ACT

- A. CONTRACTOR agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 USC § 7401 et seq.
- B. CONTRACTOR agrees to report each violation to the California Environmental Protection Agency and understands and agrees that the California Environmental Protection Agency will, in turn, report each violation as required to assure notification to the COUNTY, the Federal Agency which provided funds in support of this Agreement, and the appropriate Environmental Protection Agency Regional Office.

C. CONTRACTOR agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance.

4. FEDERAL WATER POLLUTION CONTROL ACT

A. CONTRACTOR agrees to comply with all applicable standards, orders or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 USC 1251 et seq.

B. CONTRACTOR agrees to report each violation to the California State Water Resources Control Board and understands and agrees that the California State Water Resources Control Board will, in turn, report each violation as required to assure notification to the COUNTY, the Federal Agency which provided funds in support of this Agreement, and the appropriate Environmental Protection Agency Regional Office.

C. CONTRACTOR agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance.

5. DEBARMENT AND SUSPENSION

A. CONTRACTOR certifies to COUNTY that it and its employees and principals are not debarred, suspended, or otherwise excluded from or ineligible for, participation in federal, state, or county government contracts. CONTRACTOR certifies that it shall not contract with a subcontractor that is so debarred or suspended.

B. This certification is a material representation of fact relied upon by COUNTY. If it is later determined that CONTRACTOR did not comply with 2 CFR pt. 180, subpart C and 2 CFR pt. 3000, subpart C, in addition to remedies available to the California Governor's Office of Emergency Services and COUNTY, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.

C. This Agreement is a covered transaction for purposes of 2 CFR pt. 180 and 2 CFR pt. 3000. As such CONTRACTOR is required to verify that none of the contractor, its principals (defined at 2 CFR § 180.995), or its affiliates (defined at 2 CFR § 180.905) are excluded (defined at 2 CFR § 180.940) or disqualified (defined at 2 CFR § 180.935).

D. CONTRACTOR must comply with 2 CFR pt. 180, subpart C and 2 CFR pt. 3000, subpart C and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.

E. The bidder or proposer agrees to comply with the requirements of 2 CFR pt. 180, subpart C and 2 CFR pt. 3000, subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.

6. LOBBYING RESTRICTIONS

A. CONTRACTOR shall file the required certification attached as Attachment F1, *Certification for Contracts, Grants, Loans, and Cooperative Agreement (Byrd Anti-Lobbying Amendment, 31 USC § 1352 (As Amended))*, which is incorporated herein by this reference. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress,

officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant, or any other award covered by 31 USC § 1352. Each tier shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the recipient.

- B. This Agreement is subject to restrictions on lobbying in accordance with the Consolidated Appropriations Act, 2022 (Public Law 117-103), signed into law on March 15, 2022, Division H, Title V, section 503. CONTRACTOR agrees:
- i. No part of any appropriation contained in this Act or transferred pursuant to section 4002 of Public Law 111–148 shall be used, other than for normal and recognized executive legislative relationships, for publicity or propaganda purposes, for the preparation, distribution, or use of any kit, pamphlet, booklet, publication, electronic communication, radio, television, or video presentation designed to support or defeat the enactment of legislation before the Congress or any State or local legislature or legislative body, except in presentation to the Congress or any State or local legislature itself, or designed to support or defeat any proposed or pending regulation, administrative action, or order issued by the executive branch of any State or local government, except in presentation to the executive branch of any State or local government itself.
 - ii. No part of any appropriation contained in this Act or transferred pursuant to section 4002 of Public Law 111–148 shall be used to pay the salary or expenses of any grant or contract recipient, or agent acting for such recipient, related to any activity designed to influence the enactment of legislation, appropriations, regulation, administrative action, or Executive order proposed or pending before the Congress or any State government, State legislature or local legislature or legislative body, other than for normal and recognized executive-legislative 3 relationships or participation by an agency or officer of a State, local or tribal government in policymaking and administrative processes within the executive branch of that government.
 - iii. The prohibitions in the above subsections shall include any activity to advocate or promote any proposed, pending or future Federal, State or local tax increase, or any proposed, pending, or future requirement or restriction on any legal consumer product, including its sale or marketing, including but not limited to the advocacy or promotion of gun control.

7. PROCUREMENT OF RECOVERED MATERIALS

- A. In the performance of this Agreement, CONTRACTOR shall make maximum use of products containing recovered materials that are EPA- designated items unless the product cannot be acquired—
- i. Competitively within a timeframe providing for compliance with the contract performance schedule;
 - ii. Meeting contract performance requirements; or
 - iii. At a reasonable price.
- B. Information about this requirement, along with the list of EPA-designate items, is

available at EPA's Comprehensive Procurement Guidelines web site,
<https://www.epa.gov/smm/comprehensive-procurement-guideline-cpg-program>.

8. DOMESTIC PREFERENCES FOR PROCUREMENTS

- A. As appropriate and to the extent consistent with law, the CONTRACTOR should, to the greatest extent practicable, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products). The requirements of this section must be included in all subcontractor agreements.
- B. For purposes of this section:
 - i. "Produced in the United States" means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States.
 - ii. "Manufactured products" means items and construction materials composed in whole or in part of nonferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber.

9. PROHIBITION ON CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES OR EQUIPMENT

- A. CONTRACTOR is prohibited from obligating or expending loan or grant funds to:
 - i. Procure or obtain;
 - ii. Extend or renew a contract to procure or obtain; or
 - iii. Enter into a contract (or extend or renew a contract) to procure or obtain equipment, services, or systems that uses 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 Public Law 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).
- B. 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).
- C. Telecommunications or video surveillance services provided by such entities or using such equipment.
- D. 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.
- E. In implementing the prohibition under Public Law 115-232, section 889, subsection (f),

paragraph (1), heads of executive agencies administering loan, grant, or subsidy programs shall prioritize available funding and technical support to assist affected businesses, institutions and organizations as is reasonably necessary for those affected entities to transition from covered communications equipment and services, to procure replacement equipment and services, and to ensure that communications service to users and customers is sustained.

F. See Public Law 115-232, section 889 for additional information.

G. See also 2 CFR § 200.471.

10. USE OF FEDERAL AGENCY LOGOS

CONTRACTOR shall not use the seal(s), logos, crests, or reproductions of flags or likenesses of any Federal Agency without specific pre-approval.

11. COMPLIANCE WITH FEDERAL LAWS, REGULATIONS, AND EXECUTIVE ORDERS

This is an acknowledgement that federal financial assistance will be used to fund this Agreement. CONTRACTOR will only use federal funds as authorized herein. CONTRACTOR will comply will all applicable federal law, regulations, executive orders, federal policies, procedures, and directives.

12. NO OBLIGATION BY FEDERAL GOVERNMENT

The Federal Government is not a party to this Agreement and is not subject to any obligations or liabilities to the non-Federal entity, CONTRACTOR, or any other party pertaining to any matter resulting from the Agreement.

13. PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS OR RELATED ACTS

CONTRACTOR acknowledges that 31 USC Chap. 38 (Administrative Remedies for False Claims and Statements) applies to the CONTRACTOR'S actions pertaining to this Agreement.

14. MANDATORY DISCLOSURE

CONTRACTOR must disclose, in a timely manner, in writing to the COUNTY all violations of Federal criminal law involving fraud, bribery, or gratuity violations potentially affecting the award. CONTRACTOR is required to report certain civil, criminal, or administrative proceedings to the System for Award Management (SAM) located at www.sam.gov. Failure to make required disclosures can result in any of the remedies described in 2 CFR §200.338 Remedies for noncompliance, including suspension or debarment. (See also 2 CFR part 180 and 31 USC 3321.)

15. CONTROLLED SUBSTANCES

This Agreement is subject to limitations on using funds to promote legalization of Controlled Substances in accordance with the Consolidated Appropriations Act, 2022 (Public Law 117-103), signed into law on March 15, 2022, Division H, Title V, section 509. CONTRACTOR agrees:

A. None of the funds made available in this Act may be used for any activity that promotes the legalization of any drug or other substance included in schedule I of the schedules of controlled substances established under section 202 of the Controlled Substances Act (21 USC § 812) except for normal and recognized executive-congressional communications.

B. The limitation in subsection "A" shall not apply when there is significant medical

evidence of a therapeutic advantage to the use of such drug or other substance or that federally sponsored clinical trials are being conducted to determine therapeutic advantage.

16. ACTIVITIES ABROAD

CONTRACTOR agrees any project activities in the performance of this Agreement that may be carried on outside the United States will be coordinated as necessary with appropriate government authorities and that appropriate licenses, permits, or approvals will be, or have been, obtained at no additional cost to the COUNTY.

17. PUBLIC HEALTH SECURITY AND BIOTERRORISM PREPAREDNESS AND RESPONSE ACT

CONTRACTOR shall comply with the Public Health Security and Bioterrorism Preparedness and Response Act of 2002, 42 USC 201 Note, which is designed to provide protection against misuse of select agents and toxins, whether inadvertent or the result of terrorist acts against the U.S. homeland, or other criminal acts (see 42 USC 262a). The act was implemented, in part, through regulations published by CDC at 42 CFR part 73, Select Agents and Toxins. Copies of these regulations are available from the Import Permit Program and the Select Agent Program, respectively, CDC, 1600 Clifton Road, MS E-79, Atlanta, GA 30333; telephone: 404-498-2255. These regulations also are available at <http://www.cdc.gov/od/ohs/biosfty/shipregs.htm>.

18. REHABILITATION ACT OF 1973 (SECTION 504)

CONTRACTOR shall comply with Section 504 of the Rehabilitation Act of 1973, 29 USC 794, as amended, which provides that no otherwise qualified handicapped individual in the United States will, solely by reason of the handicap, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving Federal financial assistance. These requirements pertain to the provision of benefits or services as well as to employment. The HHS implementing regulations are codified at 45 CFR parts 84 and 85.

19. RESTRICTION ON ABORTIONS

This Agreement is subject to restrictions on abortion in accordance with the Consolidated Appropriations Act, 2022 (Public Law 117-103), signed into law on March 15, 2022, Division H, Title V, sections 506 and 507. CONTRACTOR agrees:

- A. None of the funds appropriated in this Act, and none of the funds in any trust fund to which funds are appropriated in this Act, shall be expended for any abortion.
- B. None of the funds appropriated in this Act, and none of the funds in any trust fund to which funds are appropriated in this Act, shall be expended for health benefits coverage that includes coverage of abortion.
- C. The term “health benefits coverage” means the package of services covered by a managed care provider or organization pursuant to a contract or other arrangement.
- D. Exceptions to Restriction on Abortions (Section 507)
 - i. The limitations established in the preceding section shall not apply to an abortion – (1) if the pregnancy is the result of an act of rape or incest; or (2) in the case where a woman suffers from a physical disorder, physical injury, or physical illness, including a life-endangering physical condition caused by or arising from

the pregnancy itself, that would, as certified by a physician, place the woman in danger of death unless an abortion is performed.

- ii. Nothing in the preceding section shall be construed as prohibiting the expenditure by a State, locality, entity, or private person of State, local, or private funds (other than a State's or locality's contribution of Medicaid matching funds).
- iii. Nothing in the preceding section shall be construed as restricting the ability of any managed care provider from offering abortion coverage or the ability of a State or locality to contract separately with such a provider for such coverage with State funds (other than a State's or locality's contribution of Medicaid matching funds).
- iv. None of the funds made available in this Act may be made available to a Federal agency or program, or to a State or local government, if such agency, program, or government subjects any institutional or individual health care entity to discrimination on the basis that the health care entity does not provide, pay for, provide coverage of, or refer for abortions. In this subsection, the term "health care entity" includes an individual physician or other health care professional, a hospital, a provider-sponsored organization, a health maintenance organization, a health insurance plan, or any other kind of health care facility, organization, or plan.

20. RESTRICTION ON DISTRIBUTION OF STERILE NEEDLES

CONTRACTOR shall not use any funds provided under this Agreement to carry out any program of distributing sterile needles or syringes for the hypodermic injection of any illegal drug. *Provided*, That such limitation does not apply to the use of funds for elements of a program other than making such purchases if the relevant State or local health department, in consultation with the Centers for Disease Control and Prevention, determines that the State or local jurisdiction, as applicable, is experiencing, or is at risk for, a significant increase in hepatitis infections or an HIV outbreak due to injection drug use, and such program is operating in accordance with State and local law.

21. UNIFORM RELOCATION ASSISTANCE AND REAL PROPERTY ACQUISITION POLICIES ACT

CONTRACTOR shall comply with the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (the Uniform Relocation Act), 42 USC 4601 *et seq.*, which applies to all programs or projects undertaken by Federal agencies or with Federal financial assistance that cause the displacement of any person. CONTRACTOR agrees to comply with the Uniform Relocation Act are set forth in 49 CFR part 24. Those regulations include uniform policies and procedures regarding treatment of displaced people.

22. U.S. FLAG AIR CARRIERS

CONTRACTOR must comply with the requirement that U.S. flag air carriers be used by domestic recipients to the maximum extent possible when commercial air transportation is the means of travel between the United States and a foreign country or between foreign countries. This requirement must not be influenced by factors of cost, convenience, or personal travel preference. The cost of travel under a ticket issued by a U.S. flag air carrier that leases space on a foreign air carrier under a code-sharing agreement is allowable if the purchase is in accordance

with GSA regulations on U.S. flag air carriers and code shares.

23. USA PATRIOT ACT

The CONTRACTOR shall comply with the Uniting and Strengthening America by Providing Appropriate Tools Required to Intercept and Obstruct Terrorism Act (USA PATRIOT Act) amends 18 USC 175–175c. Among other things, it prescribes criminal penalties for possession of any biological agent, toxin, or delivery system of a type or in a quantity that is not reasonably justified by a prophylactic, protective, bona fide research, or other peaceful purpose. The act also establishes restrictions on access to specified materials. “Restricted persons,” as defined by the act, may not possess, ship, transport, or receive any biological agent or toxin that is listed as a select agent (see “Public Health Security and Bioterrorism Preparedness and Response Act” in this subsection).

24. CAP ON SALARIES

CONTRACTOR agrees none of the funds provided under this Agreement shall be used to pay the salary of an individual at a rate in excess of Executive Level II of the Federal Executive Pay Scale. The Executive Level II salary is currently set at \$203,700, as of January 2022. *Note:* The salary rate limitation does not restrict the salary that an organization may pay an individual working under this Agreement; it merely limits the portion of that salary that may be paid with federal funds.

25. GUN CONTROL PROHIBITION

CONTRACTOR agrees none of the funds provided under this Agreement in whole or in part will be used to advocate or promote gun control.

26. BLOCKING ACCESS TO PORNOGRAPHY

CONTRACTOR agrees none of the funds provided under this Agreement may be used to maintain or establish a computer network unless such network blocks the viewing, downloading, and exchanging of pornography; Nothing in section shall limit the use of funds necessary for any federal, state, tribal, or local law enforcement agency or any other entity carrying out criminal investigations, prosecution, or adjudication activities.

27. CONTRACTOR EMPLOYEE WHISTLEBLOWER RIGHTS AND REQUIREMENT TO INFORM EMPLOYEES OF WHISTLEBLOWER RIGHTS

- A. This Agreement and the employees working on this Agreement are be subject to the whistleblower rights and remedies in the pilot program on Contractor employee whistleblower protections established at 41 USC 4712 by section 828 of the National Defense Authorization Act for Fiscal Year 2013 (Pub. L. 112-239) and Federal Acquisition Regulation (FAR) § 3.908.
- B. The CONTRACTOR shall inform its employees in writing, in the predominant language of the workforce, of employee whistleblower rights and protections under 41 USC 4712, as described in section 3.908 of the Federal Acquisition Regulation.
- C. The CONTRACTOR shall insert the substance of this clause, including this paragraph (c), in all subcontracts over \$150,000.

28. INCREASING SEAT BELT USE IN THE UNITED STATES.

Pursuant to Executive Order 13043, 62 FR 19217 (April 18, 1997), CONTRACTOR should

encourage its contractors to adopt and enforce on-the-job seat belt policies and programs for their employees when operating company-owned, rented or personally owned vehicles.

29. REDUCING TEXT MESSAGING WHILE DRIVING.

Pursuant to Executive Order 13513, 74 FR 51225 (Oct. 6, 2009), CONTRACTOR should encourage its employees, subrecipients, and contractors to adopt and enforce policies that ban text messaging while driving, and Subrecipient should establish workplace safety policies to decrease accidents caused by distracted drivers.

30. PUBLICATION REQUIREMENTS

CONTRACTOR agrees 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, the CONTRACTOR must include an acknowledgement of federal assistance using one of the following or a similar statement.

- A. If the HHS Grant or Cooperative Agreement is NOT funded with other non-governmental sources:

This project is supported by the Health and Human Resources and Services Administration (HRSA) of the U.S. Department of Health and Human Services (HHS) as part of a financial assistance award totaling \$59,334,578 with 3.7 percent funded by HRSA. The contents are those of the author(s) and do not necessarily represent the official views of, nor an endorsement, by HRSA, HHS, or the U.S. Government. For more information, please visit HRSA.gov.

- B. If the HHS Grant or Cooperative Agreement IS partially funded with other non-governmental sources:

This project is supported by the Health and Human Resources and Services Administration (HRSA) of the U.S. Department of Health and Human Services (HHS) as part of a financial assistance award totaling \$59,334,578 with 3.7 percent funded by HRSA and \$57,182,855 amount and 96.3 percent funded by non-government source(s). The contents are those of the author(s) and do not necessarily represent the official views of, nor an endorsement, by HRSA, HHS, or the U.S. Government. For more information, please visit HRSA.gov.

31. MEDICARE AND MEDICAID ANTI-KICKBACK

This Agreement is subject to the Medicare and Medicaid anti-kickback statute (42 USC § 1320a-7b(b).) CONTRACTOR understands there is a risk of criminal and administrative liability under this statute, specifically under 42 USC § 1320a-7b(b) Illegal remunerations. This subsection states, in part, that whoever knowingly and willfully solicits or receives any remuneration (including any kickback, bribe, or rebate) directly or indirectly, overtly or covertly, in cash or in kind—

- A. In return for referring an individual to a person for the furnishing or arranging for the furnishing of any item or service for which payment may be made in whole or in part under a federal health care program; or
- B. In return for purchasing, leasing, ordering, or arranging for or recommending

purchasing, leasing, or ordering any good, facility, service, or item for which payment may be made in whole or in part under a federal health care program—

Shall be guilty of a felony and upon conviction thereof, shall be fined not more than \$100,000 or imprisoned for not more than five years, or both.

32. TRAFFICKING VICTIMS PROTECTION ACT

This Agreement is subject to the requirements of § 106(g) of the Trafficking Victims Protection Act of 2000, as amended. (22 USC § 7104.) CONTRACTOR agrees that it and its employees that participate in this Agreement may not—

- A. Engage in severe forms of trafficking in persons during the period of time that this Agreement is in effect;
- B. Procure a commercial sex act during the period of time that this Agreement is in effect; or
- C. Use forced labor in the performance of this Agreement.

33. PROHIBITION OF CONFIDENTIALITY AGREEMENTS

This Agreement is subject to prohibitions on Confidentiality Agreements in accordance with the Consolidated Appropriations Act, 2022 (Public Law 117-103), signed into law on March 15, 2022, Division E, Title VII, section 742. CONTRACTOR agrees:

- A. None of the funds appropriated or otherwise made available by this or any other Act may be available for a contract, grant, or cooperative agreement with an entity that requires employees or contractors of such entity seeking to report fraud, waste, or abuse to sign internal confidentiality agreements or statements prohibiting or otherwise restricting such employees or contractors from lawfully reporting such waste, fraud, or abuse to a designated investigative or law enforcement representative of a Federal department or agency authorized to receive such information.
- B. The limitation in subsection “A” shall not contravene requirements applicable to Standard Form 312, Form 4414, or any other form issued by a Federal department or agency governing the nondisclosure of classified information.

34. HIPAA

CONTRACTOR shall comply with the “Standards for Privacy of Individually Identifiable Health Information” (the Privacy Rule) implement the Health Insurance Portability and Accountability Act (HIPAA) of 1996, 42 USC 1320d *et seq.*, which governs the protection of individually identifiable health information. The Privacy Rule is administered and enforced by HHS’s OCR and is codified at 45 CFR parts 160 and 164. Not all HHS recipients are subject to the Privacy Rule. The Privacy Rule applies only to “covered entities,” as defined by the rule, which include health plans and most health-care providers.

The OCR Web site (<http://www.hhs.gov/ocr/hipaa>) provides information on the Privacy Rule, including the complete text of the regulation and a set of decision tools for determining whether a particular entity is subject to the rule. An educational booklet, *Protecting Health Information in Research: Understanding the HIPAA Privacy Rule*, is available through OCR’s Web site and at <http://privacyruleandresearch.nih.gov/>. That Web site also includes other educational materials approved by OCR and the HHS Office of the General Counsel.

Attachment F1

CERTIFICATION FOR CONTRACTS, GRANTS, LOANS, AND COOPERATIVE AGREEMENTS

(Byrd Anti-Lobbying Amendment, 31 USC § 1352 (As Amended))

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

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form- LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
3. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31, USC § 1352 (as amended by the Lobbying Disclosure Act of 1995). Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

CONTRACTOR certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, CONTRACTOR understands and agrees that the provisions of 31 USC § 3801 et seq., apply to this certification and disclosure, if any.

Signature of Contractor's Authorized Official

Date

Name and Title of Contractor's Authorized Official