

## **ECHO Nursing Home COVID Action Network**

### **Attachment A: Instructions for Receiving Compensation**

Dear Nursing Home Partner,

We are thrilled to welcome you to the ECHO Nursing Home COVID Action Network. Our goal is for your staff to come away from this program feeling confident and supported by a virtual community of practice, and safe to protect themselves, residents, and staff from COVID-19. We also understand that the time of nursing home staff is limited and very valuable, which is why **AHRQ and Project ECHO are pleased to be able to provide compensation to nursing homes for participating in this project**. Any nursing home may participate in the training and mentorship program, but must meet the following criteria to be eligible for compensation:

1. At least two staff members participate in your program cohort. Certified Nurse Assistants are highly recommended to attend.
2. Attend 13 out of 16 training sessions. Because of the value of peer learning to the ECHO Model, we strongly encourage that nursing home staff attend live training sessions. However, we understand that during a pandemic, this may not be possible, and you may need to work directly with your training center when these situations occur.
3. Certify that they are eligible to receive HHS Cares Act Provider Relief Funds announced on August 27th, 2020, and that they accept the terms and conditions of that payment.
4. Certify that they accept the terms and conditions required for receiving the \$6,000 training participation.

We welcome and encourage all nursing homes to participate, and know that the training, technical assistance, and mentorship you receive will be valuable for you and your staff. We hope you will join the ECHO program even if you do not meet both eligibility criteria.

#### **Step 1: Submit documents to Project ECHO**

To begin the process, Project ECHO will need two documents to ensure we can issue payments to your nursing home facility. By week four of the 16-week program, nursing homes must submit two documents:

1. **Attachment B:** the enclosed contract must be signed by an authorized signatory at your facility
2. **Attachment C:** A substitute W9 must be signed at an authorized signatory at your facility (the Small and Small Disadvantaged Business Certification is included for reference).

Both documents can be submitted via this link: [Nursing Home Payment Initiation form](#). Failure to submit the required documents via the online form by week four may result in a delay in your compensation payment.

#### **Step 2: Submit attendance report and invoice to Project ECHO**

Upon completion of the 16-week program, nursing homes will submit:

1. **Attachment D:** A completed attendance report
2. **Attachment E:** A completed invoice, signed by an authorized signatory at your facility, attesting that 1) the attendance report is accurate and 2) you are eligible to receive a payment from the Provider Relief Fund distribution announced on August 27, 2020, and that your nursing facility accepted the terms and conditions of that payment.

**Attachment D and E must be submitted via email to [acctspay@unm.edu](mailto:acctspay@unm.edu).**

If you have any questions about this process, email them to: [ECHONursingHome@salud.unm.edu](mailto:ECHONursingHome@salud.unm.edu). Thank you for your participation in this exciting program. We are looking forward to working with you!

Sincerely,



**PART II-CONTRACT CLAUSES**  
**SECTION I- CONTRACT CLAUSES**

**PART II -CONTRACT CLAUSES**  
**SECTION I CONTRACT CLAUSES**  
**GENERAL CLAUSES FOR A FIXED-PRICE CONTRACT**

This contract incorporates the following clauses by reference, with the same force and effect as if they were given in full text. The full text of a clause may be accessed electronically as follows: FAR Clauses- <https://www.acquisition.gov/far/>

HHSAR Clauses- <http://www.hhs.gov/regulations/hhsar/>

**FEDERAL ACQUISITION REGULATION (FAR) (48 CFR CHAPTER 1) CLAUSES:**

FAR CLAUSE NO	TITLE	DATE
52.202-1	Definitions	June 2020
52.203-3	Gratuities	A_Qr 1984
52.203-5	Covenant Against Contingent Fees	May 2014
52.203-6	Restrictions on Subcontractor Sales to the Government	June 2020
52.203-7	Anti-Kickback Procedures	June 2020
52.203-8	Cancellation, Rescission, and Recovery of Funds for Illegal or Improper Activity	May 2014
52.203-10	Price or Fee Adjustment for Illegal or Improper	May 2014
52.203-12	Limitation on Payments to Influence Certain Federal Transactions (Over \$150,000)	June 2020
52.203-13	Contractor Code of Business Ethics and Conduct (Over \$5.5M and POP is 120 days or more)	June 2020
52.203-14	Display of Hotline Poster(s) (Over \$5.5M) DHHS Poster: <a href="http://oig.hhs.gov/fraud/report-fraud/OIG_Hotline_Poster.pdf">http://oig.hhs.gov/fraud/report-fraud/OIG_Hotline_Poster.pdf</a>	June 2020
52.203-17	Contractor Employee Whistleblower Rights and Requirement to Inform Employees of Whistleblower Rights	Apr 2014
52.203-19	Prohibition on Requiring Certain Internal Confidentiality Agreement on Statements	Jan 2017
52.204-4	Printed or Copied Double-Sided on Recycled Paper	May 2011
52.204-7	System for Award Management	Oct 2018
52.204-10	Reporting Executive Compensation and First-Tier Subcontract Awards (\$30,000 or more)	June 2020
52.204-13	System for Award Management Maintenance	Oct 2018
52.204-14	Service Contract Reporting Requirements	Oct 2016

FAR CLAUSE NO	TITLE	DATE
52.204-18	Commercial and Government Entity Code Maintenance	Aug 2020
52.204-25	Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment	Aug 2020
52.209-6	Protecting the Government's Interest When Subcontracting With Contractors Debarred, Suspended, or Proposed for Debarment (Over \$35,000)	June 2020
52.209-9	Updates of Publicly Available Information Regarding Responsibility Matters <sup>1</sup>	Oct 2018
52.209-10	Prohibition on Contracting with Inverted Domestic Corporations	Nov 2015
52.211-11	Liquidated Damages- Supplies, Services, or Research and Development	Sept 2000
52.215-2	Audit and Records- Negotiation, Alternate II (Apr 1998) (Applies to state and local governments, educational institutions and other non-profits)	June 2020
52.215-8	Order of Precedence- Uniform Contract Format	Oct 1997
52.215-10	Price Reduction for Defective Cost or Pricing Data (Over \$750,000)	Aug 2011
52.215-12	Subcontractor Cost or Pricing Data (Over \$750,000)	Aug 2020
52.215-14	Integrity of Unit Prices	June 2020
52.215-15	Pension Adjustments and Asset Reversions (Over \$750,000)	Oct 2010
52.215-17	<i>Waiver of Facilities Capital Cost or Money</i> <sup>2</sup>	Oct 1997
52.215-18	Reversion or Adjustment of Plans for Post-Retirement Benefits (PRB) other than Pensions	Jul2005
52.215-19	Notification of Ownership Changes	Oct 1997
52.215-21	Requirements for Cost or Pricing Data or Information Other Than Cost or Pricing Data - Modifications	June 2020
52.215-23	Limitations on Pass-Through Charges	June 2020
52.219-8	Utilization of Small Business Concerns	Oct 2018
52.219-9	Small Business Subcontracting Plan (Over \$700,000), Alternate II (Nov 2016)	June 2020
52.219-16	Liquidated Damages - Subcontracting Plan (Over \$700,000)	Jan 1999
52.219-28	Post-Award Small Business Program Representation	Jul2013
52.222-3	Convict Labor	Jun 2003
52.222-21	Prohibition of Segregated Facilities	Apr 2015
52.222-26	Equal Opportunity	Sept 2016
52.222-35	Equal Oppmiunity for Veterans (Over \$150,000)	June 2020
52.222-36	Equal Opportunity for Workers with Disabilities	June 2020
52.222-37	Employment Repmis on Veterans (Over \$150,000)	June 2020

<sup>1</sup> 52.209-9 will be included in contract award if the offeror checked "has" in paragraph (b) of the provision at 52.209-7.

<sup>2</sup> Waiver of Facilities Capital Cost or Money (Oct 1997) will be included in contract award if the offeror does not propose facilities capital cost of money.

FAR CLAUSE NO	TITLE	DATE
52.222-40	Notification of Employee Rights under the National Labor Relations Act	Dec 2010
52.222-50	Combating Trafficking in Persons	Jan 2019
52.222-54	Employment Eligibility Verification	Oct 2015
52.223-6	Drug-Free Workplace	May 2001
52.223-18	Encouraging Contractor Policies to Ban Text Messaging While Driving	June 2020
52.224-1	Privacy Act Notification	Apr 1984
52.224-2	Privacy Act	Apr 1984
52.224-3	Privacy Training	Jan 2017
52.225-1	Buy American Act - Supplies	May 2014
52.225-13	Restrictions on Certain Foreign Purchases	Jun 2008
52.227-1	Authorization and Consent	June 2020
52.227-2	Notice and Assistance Regarding Patent and Copyright Infringement	June 2020
52.227-17	Rights in Data- Special Works	Dec 2007
52.229-3	Federal, State and Local Taxes	Feb 2013
52.230-5	Cost Accounting Standards- Educational Institution	June 2020
52.230-6	Administration of Cost Accounting Standards	Jun2010
52.232-1	Payments	Apr 1984
52.232-8	Discounts for Prompt Payment	Feb 2002
52.232-9	Limitation on Withholding of Payments	Apr 1984
52.232-11	Extras	Apr 1984
52.232-18	Availability of Funds	Apr 1984
52.232-23	Assignment of Claims	May 2014
52.232-25	Prompt Payment	Jan2017
52.232-33	Payment by Electronic Funds Transfer-System for Award Management	Oct 2018
52.232-39	Unenforceability of Unauthorized Obligations	Jun 2013
52.232-40	Providing Accelerated Payments to Small Business Contractors	Dec 2013 (Deviation Apr 2020)
52.233-1	Disputes	May 2014
52.233-3	Protest After Award	Aug 1996
52.233-4	Applicable Law for Breach of Contract Claim	Oct 2004
52.239-1	Privacy or Security Safeguards	Aug 1996
52.242-5	Payments to Small Business Subcontractors	Jan 2017
52.242-13	Bankruptcy	Jul 1995
52.243-1	Changes -Fixed Price, Alternate I, Alternate V (Apr 1984)	Aug 1987
52.244-6	Subcontracts for Commercial Items	Aug 2019 (Deviation Apr 2020)

FAR CLAUSE NO	TITLE	DATE
52.246-4	Inspection of Services -Fixed Price	Aug 1996
52.246-25	Limitation of Liability- Services	Feb 1997
52.246-26	Reporting Nonconforming Items	June 2020
52.249-2	Termination for the Convenience of the Government (Fixed Price)	Apr 2012
52.249-5	Termination for Convenience of the Government (Educational and Other Nonprofit Institutions)	Aug 2016
52.251-1	Government Supply Sources	Apr 2012
52.253-1	Computer Generated Forms	Jan1991

#### HHSAR REGULATION (48 CFR CHAPTER 3) CLAUSES

<u>HHSAR</u> CLAUSE NO.	TITLE	DATE
352.203-70	Anti-Lobbying	Dec 2015
352.208-70	Printing and Duplication	Dec 2015
352.211-1	Public Accommodations and Commercial Facilities	Dec 2015
352.211-3	Paperwork Reduction Act	Dec 2015
352.222-70	Contractor Cooperation in Equal Employment Opportunity Investigations	Dec 2015
352.224-70	Privacy Act	Dec 2015
352.224-71	Confidential Information	Dec 2015
352.227-70	Publications and Publicity	Dec 2015
352.231-70	Salary Rate Limitation	Dec 2015
352.233-71	Litigation and Claims	Dec 2015
352.237-74	Non-Discrimination in Service Delivery	Dec 2015
352.237-75	Key Personnel	Dec 2015
352.239-74	Electronic and Information Technology Accessibility	Dec 2015

#### ADDITIONAL FAR CONTRACT CLAUSES INCLUDED IN FULL TEXT

Additional clauses other than those listed below which are based on the type of contract/Contractor shall be determined during negotiations. Any contract awarded from this solicitation will contain the following:

##### **FAR 52.204-21 Basic Safeguarding of Contracting Information Systems (June 2016)**

(a) Definitions. As used in this clause-

"Covered contractor information system" means an information system that is owned or operated by a contractor that processes, stores, or transmits Federal contract information.

"Federal contract information" means information, not intended for public release, that is provided by or generated for the Government under a contract to develop or deliver a product or service to the Government, but not including information provided by the Government to the public (such as on public websites) or simple transactional information, such as necessary to process payments.

"Information" means any communication or representation of knowledge such as facts, data, or opinions, in any medium or form, including textual, numerical, graphic, cartographic, narrative, or audiovisual (Committee on National Security Systems Instruction (CNSSI) 4009).

"Information system" means a discrete set of information resources organized for the collection, processing, maintenance, use, sharing, dissemination, or disposition of information (44 U.S.C. 3502).

"Safeguarding" means measures or controls that are prescribed to protect information systems.

(b) Safeguarding requirements and procedures.

(1) The Contractor shall apply the following basic safeguarding requirements and procedures to protect covered contractor information systems. Requirements and procedures for basic safeguarding of covered contractor information systems shall include, at a minimum, the following security controls:

- (i) Limit information system access to authorized users, processes acting on behalf of authorized users, or devices (including other information systems).
- (ii) Limit information system access to the types of transactions and functions that authorized users are permitted to execute.
- (iii) Verify and control/limit connections to and use of external information systems.
- (iv) Control information posted or processed on publicly accessible information systems.
- (v) Identify information system users, processes acting on behalf of users, or devices.
- (vi) Authenticate (or verify) the identities of those users, processes, or devices, as a prerequisite to allowing access to organizational information systems.
- (vii) Sanitize or destroy information system media containing Federal Contract Information before disposal or release for reuse.
- (viii) Limit physical access to organizational information systems, equipment, and the respective operating environments to authorized individuals.
- (ix) Escort visitors and monitor visitor activity; maintain audit logs of physical access; and control and manage physical access devices.
- (x) Monitor, control, and protect organizational communications (i.e., information transmitted or received by organizational information systems) at the external boundaries and key internal boundaries of the information systems.
- (xi) Implement subnetworks for publicly accessible system components that are physically or logically separated from internal networks.
- (xii) Identify, report, and correct information and information system flaws in a timely manner.
- (xiii) Provide protection from malicious code at appropriate locations within organizational information systems.

(xiv) Update malicious code protection mechanisms when new releases are available.  
(xv) Perform periodic scans of the information system and real-time scans of files from external sources as files are downloaded, opened, or executed.

(2) Other requirements. This clause does not relieve the Contractor of any other specific safeguarding requirements specified by Federal agencies and departments relating to covered contractor information systems generally or other Federal safeguarding requirements for controlled unclassified information (CUI) as established by Executive Order 13556.

(c) Subcontracts. The Contractor shall include the substance of this clause, including this paragraph (c), in subcontracts under this contract (including subcontracts for the acquisition of commercial items, other than commercially available off-the-shelf items), in which the subcontractor may have Federal contract information residing in or transiting through its information system.

(End of clause)

#### **FAR 52.217-7 OPTION for Increased Quantity-Separately Priced Line Item (March 1989)**

The Government may require the delivery of the numbered line item, identified in the Schedule as an option item, in the quantity and at the price stated in the Schedule. The Contracting Officer may exercise the option by written notice to the Contractor within any time during the period of performance. Delivery of added items shall continue at the same rate that like items are called for under the contract, unless the parties otherwise agree.

#### **FAR 52.217-8 Option to Extend Services (Nov 1999)**

The Government may require continued performance of any services within the limits and at the rates specified in the contract. These rates may be adjusted only as a result of revisions to prevailing labor rates provided by the Secretary of Labor. The option provision may be exercised more than once, but the total extension of performance hereunder shall not exceed 6 months. The Contracting Officer may exercise the option by written notice to the Contractor within 30 days.

#### **FAR 52.217-9 Option to Extend the Term of the Contract (MAR 2000)**

(a) The Government may extend the term of this contract by written notice to the Contractor within *1 day*; provided that the Government gives the Contractor a preliminary written notice of its intent to extend at least *30 days* before the contract expires. The preliminary notice does not commit the Government to an extension.

(b) If the Government exercises this option, the extended contract shall be considered to include this option clause.

(c) The total duration of this contract, including the exercise of any options under this clause, shall not exceed *12 months*.

(End of clause)



## **PART IV- REPRESENTATIONS AND CERTIFICATIONS**

### **SECTION K- REPRESENTATIONS, CERTIFICATIONS, AND OTHER STATEMENTS**

FAR 52.204-19 Incorporation by Reference of Representations and Certification (Dec 2014)

The Contractor's representations and certification, including those completed electronically via the System for Award Management (SAM), are incorporated by reference into the contract.

**\*\*\*End Section\*\*\***

**PROJECT ECHO COVID-19 SKILLED NURSING FACILITY  
TRAINING PROGRAM PARTICIPATION AGREEMENT**

THIS PROJECT ECHO COVID-19 SKILLED NURSING FACILITY TRAINING PROGRAM PARTICIPATION AGREEMENT (this “Agreement”) is entered into by and among the Regents of the University of New Mexico, for its public operation known as the UNM Health Sciences Center, specifically its Project ECHO (“Project ECHO”), and [Nursing Facility Entity or Organization] (“SNF Participant”). Project ECHO and SNF Participant may be referred to herein individually as a “Party” and collectively as the “Parties.”

WHEREAS, the U.S. Department of Health & Human Services, Agency for Healthcare Research and Quality (“AHRQ”) has determined that due to the high number of nursing facility residents that have died as a result of COVID-19 in relation to the total number of deaths nationally, to fund, by and through Project ECHO, a training program for skilled nursing facilities in the United States around infectious disease prevention and control relative to the COVID-19 virus (the “Training Program”); and

WHEREAS, Project ECHO has developed a curriculum for the Training Program as described in Attachment B attached to this Agreement and has activated its network of participating academic health centers to implement and effectuate the Training Program by and through the Local Training Provider; and

WHEREAS, SNF Participant desires to participate in the Training Program and Local Training Provider desires to provide the Training Program to the SNF Participant utilizing its established ECHO platform, on the terms and subject to the conditions set forth in this Agreement.

NOW, THEREFORE, in consideration of the foregoing and the mutual covenants and promises set forth herein and other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, the Parties agree as follows:

1. Agreement to Participate. SNF Participant agrees to participate in the Training Program and to make nursing home staff available to participate in the Training Program the following individuals.

2. Compensation to Participate in Training Program. In consideration of the benefits provided by Project ECHO as described in Attachment A attached to this Agreement and incorporated herein by reference, Project ECHO will provide the compensation described in such Attachment A. Participant understands, acknowledges and agrees that Project ECHO’s obligation to make the payments contemplated in Attachment A are contingent upon Project ECHO’s receipt of funding under its prime grant agreement with AHRQ. See Attachment A.

3. Nursing Home Attendance Report. See Attachment D.

4. Term and Termination of Agreement.

4.1 Term. The period of performance under this Agreement shall begin on the Effective Date and shall end at the end of the Term, unless terminated sooner in accordance with the provisions of Section 4.2 below. The Term may be extended only by mutual agreement in writing signed by the Authorized Representative of each Party.

4.2 Termination.

(a) Local Training Provider may terminate this Agreement and SNF Participant’s engagement hereunder promptly with Cause. For purposes of this Agreement, “Cause” means Local Training Provider’s reasonable determination that any of the following has occurred: (i) failure by SNF Participant to participate in the Training Program under this Agreement; and/or (ii) a material breach by SNF Participant of any provision of this Agreement. SNF Participant shall be entitled to payment of any earned but unpaid and undisputed compensation as of the date of termination. SNF Participant shall not be entitled to any additional or future compensation. For purposes of this Agreement, “Termination” means the termination of SNF Participant’s engagement with Local Training Provider for any of the reasons set forth in this Section 4.2, and “Termination Date” means the date of SNF Participant’s Termination.

(b) If at any time AHRQ terminates its grant to Project ECHO and Project ECHO terminates its subcontract with Local Training Provider resulting in a loss of a material portion of the funding needed by Local Training Provider to fund the Project, Local Training Provider reserves the right to terminate this Agreement by giving written notice to SNF Participant, and termination shall be effective promptly upon receipt by SNF Participant of such written termination notice from the Local Training Provider. In such event, Local Training Provider and SNF Participant may mutually decide to explore opportunities for replacement sources of funding or explore scaling back the scope of the Training Program consistent with the loss of funding; but any such efforts and changes must be mutually agreed in writing, and if no such agreement can be reached in a timely manner, neither Local Training Provider nor Project ECHO shall have any further obligation to SNF Participant beyond what is provided in Section 2.

5. Limitation of Liability. In no event shall either Party (including Project ECHO) be responsible or liable to the other Party for any exemplary or punitive damages, or indirect, special, incidental, or consequential damages, including, but not limited to, lost revenues, lost profits or lost prospective economic advantage, (collectively, “Consequential Damages”), whether or not foreseeable, whether arising out of or relating in any way to the Training Program or this Agreement, or whether based on warranty, contract, statutory liability, tort, warranty claims or any other legal theory, and each Party hereby releases and waives any claims against the other Party (including against Project ECHO) regarding such Consequential Damages. The liability of Project ECHO to any claimant will be subject in all cases to the immunities and limitations of the New Mexico Tort Claims Act, Sections 41-4-1 *et seq.* NMSA 1978, as amended, and nothing contained in this Agreement shall be construed to be an agreement by Project ECHO to in any way indemnify SNF Participant for its or its public employees’ acts or omissions to act in carrying out the terms of this Agreement. Furthermore, nothing in either execution of this Agreement, the participation by SNF Participant in the Training Program, or the creation of the curriculum developed in whole or in part by Project ECHO shall in any way be construed to be a waiver of any of the privileges and immunities afforded Project ECHO, as an operation of the University of New Mexico under the Eleventh Amendment to the U.S. Constitution.

6. Disclaimer of Warranties. THE TRAINING PROGRAM AND THE CURRICULUM MATERIALS AND ANY SERVICE PROVIDED BY PROJECT ECHO AND THE LOCAL TRAINING PROVIDER ARE PROVIDED “AS IS.” NO WARRANTIES OR REPRESENTATIONS OF ANY KIND, EXPRESS OR IMPLIED, ARE MADE WITH RESPECT TO THE TRAINING PROGRAM OR THE CURRICULUM MATERIALS OR PROJECT ECHO AND THE UNIVERSITY OF NEW MEXICO EXPRESSLY DISCLAIM ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO ANY WARRANTIES OF MERCHANTABILITY, TITLE, OR FITNESS FOR A PARTICULAR PURPOSE AND ANY OTHER IMPLIED WARRANTIES WITH RESPECT TO THE CAPABILITIES, SAFETY, UTILITY, APPLICATION OF THE TRAINING PROGRAM AND/OR THE CURRICULUM MATERIALS OR PROJECT ECHO.

7. Medical Decision-Making. The Parties understand, acknowledge, and agree that the ultimate decision-making relative to patient care and treatment rests exclusively with SNF Participant, its Medical Director, the physicians practicing in any SNF Participant facility, any nurse practitioner practicing in any SNF Participant facility, and the Director of Nursing in any SNF Participant facility, and not with either Local Training Provider or Project ECHO, even though SNF Participant, its Medical Director, the physicians practicing in any SNF Participant facility, any nurse practitioner practicing in any SNF Participant facility, and/or the Director of Nursing in any SNF Participant facility may present information about one or more facility residents as a part of the Training Program.

8. Grant of License and Ownership of Intellectual Property. Project ECHO hereby grants to SNF Participant a nonexclusive right and license to use and reproduce the Project ECHO curriculum materials provided to SNF Participant as a part of the Training Program for non-commercial purposes only. Notwithstanding the foregoing, SNF Participant shall not have the authority to sub-license such curriculum materials to any third party. This Agreement does not provide SNF Participant with title or ownership to the Project ECHO curriculum materials provided to SNF Participant as a part of the Training Program, but only the limited rights of use as provided in this Agreement. SNF Participant shall reproduce and include in all copies of such curriculum materials the copyright notices and propriety legends of the University of New Mexico Health Sciences Center and/or the University of New Mexico as they appear in such curriculum materials and on media containing the curriculum materials.

9. Severability. The invalidity or unenforceability of any provision of this Agreement shall not affect the validity or enforceability of any other provision of this Agreement.

10. Waiver. Failure of either Party to insist, in one or more instances, on performance by the other in strict accordance with the terms and conditions of this Agreement shall not be deemed a waiver or relinquishment of any right granted in this Agreement or of the future performance of any such term or condition or of any other term or condition of this Agreement, unless such waiver is contained in a writing signed by the Party making the waiver.

11. Entire Agreement; Amendment. This Agreement contains the entire agreement between Local Training Provider and SNF Participant with respect to the subject matter hereof; and, from and after the date hereof, this Agreement shall supersede any other agreement, written or oral, between the parties relating to the subject matter of this Agreement. This Agreement may not be amended or modified otherwise than by a written agreement executed by the Parties hereto or their respective successors and legal representatives. No amendment or modification or waiver of any term of this Agreement shall be binding on either Party unless and until each Party's Authorized Representative has signed an amendment executed in accordance with the same procedures as this Agreement.

12. Retention of Records. SNF Participant will maintain detailed records indicating the date, time and nature of services provided under this Agreement for a period of at least five (5) years after termination of this Agreement, and will allow access for inspection by Project ECHO, the Local Training Provider, the Secretary for Health and Human Services, the Comptroller General, and the Inspector General to such records for the purpose of verifying costs associated with provision of services under this Agreement.

13. Eligibility for Participation in Government Programs. Each Party represents that neither it, nor any of its management or any other employees or independent contractors who will have any involvement in the services or products supplied under this Agreement, have been excluded from participation in any government healthcare program, debarred from or under any other federal program (including but not limited to debarment under the Generic Drug Enforcement Act), or convicted of any offense defined in 42 U.S.C. § 1320a-7, and that it, its employees, and independent contractors are not otherwise ineligible for participation in federal healthcare programs. Further, each Party represents that it is not aware of any such pending action(s) (including criminal actions) against it or its employees or independent contractors. Each Party shall notify the other Parties immediately upon becoming aware of any pending or final action in any of these areas.

13. No Inducement to Refer. Nothing contained in this Agreement will require any Party or any physician of a Party to admit or refer any patients to another Party's facilities. The Parties enter into this Agreement with the intent of conducting their relationship in full compliance with applicable federal, state and local law, including the Medicare/Medicaid Anti-Fraud and Abuse Amendments and the Physician Ownership and Referral Act (commonly known as the Stark Law). Notwithstanding any unanticipated effect of any of the provisions herein, no Party will intentionally conduct itself under the terms of this Agreement in a manner to constitute a violation of these provisions.

14. Federal Flow-Through Provisions. The parties understand, acknowledge and agree that the funding for this Agreement comes from federal funding through AHRQ with the usual and customary federal flow-through provisions that are hereby incorporated into this Agreement. See Appendix 1

IN WITNESS WHEREOF, the parties have entered into this Agreement by and through their duly authorized representatives.

**NURSING FACILITY ENTITY OR ORGANIZATION: (Insert Name)**

By: \_\_\_\_\_

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

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

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

REGENTS OF THE UNIVERSITY OF NEW MEXICO,  
FOR THE HEALTH SCIENCES CENTER

By: \_\_\_\_\_

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

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

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

**Substitute Form W-9**

Request for Taxpayer Identification Number and Certification (Revised November, 2018)

Id #:

<b>1. Name</b> (as shown on your income tax return) Name is required on this line; do not leave this line blank.																																									
<b>2. Business Name</b> /disregarded entity name, if different from above																																									
<b>3. Check appropriate box for Federal Tax</b> classification of the person whose name is entered on line 1. Check only one of the following seven boxes.																																									
<input type="checkbox"/> Individual or sole proprietor or single-member LLC <input type="checkbox"/> C Corporation <input type="checkbox"/> S Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Trust/Estate <input type="checkbox"/> Limited Liability Company. Enter the tax classification (C=C Corporation, S=S Corporation, P = Partnership ► _____ <b>Note:</b> Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is <b>not</b> disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner. <input type="checkbox"/> Other (see instructions) ►																																									
<b>4. Exemptions</b> (codes apply only to certain entities, not individuals; see instructions on page 3): Exempt payee code (if any) _____ Exemption from FATCA reporting code (if any) _____ (Applies to accounts maintained outside the U.S.)																																									
<b>5. Address</b> (number, street, and apt. or suite no.) See instructions.																																									
<b>6. City, state, and Zip Code</b>																																									
<b>7. List account number(s)</b> here (optional)																																									
<b>Part I - Taxpayer Identification Number (TIN)</b>																																									
Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see <i>How to get a TIN</i> , later.  <b>Note:</b> If the account is in more than one name, see the instructions for line 1. Also see <i>What Name and Number To Give the Requester</i> for guidelines on whose number to enter.	<table border="1" style="width: 100%; border-collapse: collapse;"><tr><td colspan="10" style="text-align: center;"><b>Social Security Number</b></td></tr><tr><td style="width: 10%; height: 20px;"></td><td style="width: 10%;"></td><td style="width: 10%;"></td><td style="width: 10%; text-align: center;">-</td><td style="width: 10%;"></td><td style="width: 10%;"></td><td style="width: 10%; text-align: center;">-</td><td style="width: 10%;"></td><td style="width: 10%;"></td><td style="width: 10%;"></td></tr></table> <p style="text-align: center; font-weight: bold; margin: 10px 0;">OR</p> <table border="1" style="width: 100%; border-collapse: collapse;"><tr><td colspan="10" style="text-align: center;"><b>Employer Identification Number</b></td></tr><tr><td style="width: 10%; height: 20px;"></td><td style="width: 10%;"></td><td style="width: 10%; text-align: center;">-</td><td style="width: 10%;"></td><td style="width: 10%;"></td><td style="width: 10%;"></td><td style="width: 10%;"></td><td style="width: 10%;"></td><td style="width: 10%;"></td><td style="width: 10%;"></td></tr></table>	<b>Social Security Number</b>													-			-				<b>Employer Identification Number</b>												-							
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<b>Employer Identification Number</b>																																									
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<b>Business Classification</b>																																									
<input type="checkbox"/> Hub Zone Business (Must be SBA Certified) <input type="checkbox"/> Large Business <input type="checkbox"/> Service Disabled Veteran Owned Small Business <input type="checkbox"/> Small Business	<input type="checkbox"/> Small Disadvantaged Business (Must be SBA Certified) <input type="checkbox"/> Veteran-Owned Small Business <input type="checkbox"/> Women-Owned Small Business																																								
<b>Part II – Certification</b>																																									
Under penalties of perjury, I certify that:																																									
<b>1.</b> The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and																																									
<b>2.</b> I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and																																									
<b>3.</b> I am a U.S. citizen or other U.S. person (defined below); and																																									
<b>4.</b> The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.																																									
<b>Certification instructions.</b> You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.																																									
<b>Signature of U.S. person</b> ►	Date ►																																								

PLEASE RETURN COMPLETED FORM TO THE FOLLOWING LINK:

<https://app.smartsheet.com/b/form/90193d6102de445fa5a7c29279da544d>

## SMALL AND SMALL DISADVANTAGED BUSINESS CERTIFICATION

- 1.0 Small Business – An enterprise independently owned and operated, not dominant in its field and meets employment and/or sales standards developed by the Small Business Administration. See 13 CFR 121.201
- 1.a Small Disadvantaged Business – a Small Business Concern owned and controlled by socially and economically disadvantaged individuals; and
- (1) Which is at least 51% owned by one or more socially and economically disadvantaged individuals; or in the case of any publicly owned business, at least 51% of the stock of which is owned by one or more socially and economically disadvantaged individuals and
  - (2) Whose management of daily operations is controlled by one or more such individuals. The contractor shall presume Black Americans, Hispanic Americans, Native Americans (such as American Indians, Eskimos, Aleuts and Native Hawaiians), Asian-Pacific Americans and other minorities or any other individual found to be disadvantaged by the Administration pursuant to Section 8 (a) of the Small Business Act and
  - (3) Is certified by the SBA as a Small Disadvantaged Business.
- 1.b Women-Owned Business Concern – A business that is at least 51% owned by a woman or women who also control and operate it. Control in this context means exercising the power to make policy decisions. Operate in this context means being actively involved in the day-to-day management.
- 1.c HUBZone Small Business Concern – A business that is located in historically underutilized business zones, in an effort to increase employment opportunities, investment and economic development in those areas as determined by the Small Business Administration's (SBA) List of Qualified HUBZone Small Business Concerns.
- 1.d Veteran-Owned Small Business Concern – A business that is at least 51% owned by one or more veterans; or in the case of any publicly owned business, at least 51 % of the stock of which is owned and controlled by one or more veterans and the management and daily business operations of which are controlled by one or more veterans.
- 1.e Service Disabled Veteran-Owned Small Business - A business that is at least 51% owned by one or more service disabled veterans; or in the case of any publicly owned business, at least 51 % of the stock of which is owned and controlled by one or more service disabled veterans and the management and daily business operations of which are controlled by one or more service disabled veterans. Service disabled veteran means a veteran as defined in 38 U.S.C. 101(2) with a disability that is service connected as defined in 13 U.S.C 101(16).

### THANK YOU FOR YOUR COOPERATION.

Notice: In accordance with U.S.C. 645(d), any person who misrepresents a firm's proper size classification shall (1) be punished by imposition of a fine, imprisonment, or both; (2) be subject to administrative remedies; and (3) be ineligible for participation in programs conducted under the authority of the Small Business Act.

If you have difficulty determining your size status, you may contact the Small Business Administration at 1-800-ASK-SBA OR 202-205-6618. You may also access the SBA website at [www.sba.gov/size](http://www.sba.gov/size) or you may contact the SBA Government Contracting Office at 817-684-5301.

#### **Please return this form to:**

University of New Mexico  
Purchasing Department  
PO Box 4548  
Albuquerque, NM 87196-4548  
505-277-1028 (fax)

#### **Note:**

This certification is valid for a one-year period. It is your responsibility to notify us if your size or ownership status changes during this period. After one year, you are required to re-certify with us.

## Attachment D

### Nursing Home Attendance Report

Purchase Order Number: \_\_\_\_\_

Nursing Home (Facility Name): \_\_\_\_\_

1. List the names and titles of staff members in attendance at each teleECHO session.
2. Document if attendance has been met using an alternative means of training (e.g. watched a YouTube recording, attended another Cohort session, etc.)

Week	Name of staff member	Date and time of session	Alternative training method
1	1) _____ 2) _____ 3) _____ 4) _____	Date: _____ Time: _____	
2	1) _____ 2) _____ 3) _____ 4) _____	Date: _____ Time: _____	
3	1) _____ 2) _____ 3) _____ 4) _____	Date: _____ Time: _____	
4	1) _____ 2) _____ 3) _____ 4) _____	Date: _____ Time: _____	
5	1) _____ 2) _____ 3) _____ 4) _____	Date: _____ Time: _____	
6	1) _____ 2) _____ 3) _____ 4) _____	Date: _____ Time: _____	
7	1) _____ 2) _____ 3) _____ 4) _____	Date: _____ Time: _____	
8	1) _____ 2) _____ 3) _____ 4) _____	Date: _____ Time: _____	
9	1) _____ 2) _____ 3) _____ 4) _____	Date: _____ Time: _____	



Nursing Home (Facility Name): \_\_\_\_\_

Week	Name of staff member	Date and time of session	Alternative training method
10	1) _____ 2) _____ 3) _____ 4) _____	Date: _____ Time: _____	
11	1) _____ 2) _____ 3) _____ 4) _____	Date: _____ Time: _____	
12	1) _____ 2) _____ 3) _____ 4) _____	Date: _____ Time: _____	
13	1) _____ 2) _____ 3) _____ 4) _____	Date: _____ Time: _____	
14	1) _____ 2) _____ 3) _____ 4) _____	Date: _____ Time: _____	
15	1) _____ 2) _____ 3) _____ 4) _____	Date: _____ Time: _____	
16	1) _____ 2) _____ 3) _____ 4) _____	Date: _____ Time: _____	

*I hereby attest that the Nursing Home (Facility) listed above, has meet the training requirements.*

\_\_\_\_\_  
ECHO HUB (Training Center) Signature

\_\_\_\_\_  
Date

**Attachment E**  
**Invoice and Attestation**

**INVOICE**

**REMIT Invoice and Nursing Home Attendance Report to:** [acctspay@unm.edu](mailto:acctspay@unm.edu)

**For:** ECHO Nursing Home COVID-19 Action Network

**BILL TO:**

Accounts Payable  
PO Box 4548  
Albuquerque, NM 87196

**Purchase Order Number:** \_\_\_\_\_  
(Provided by UNM, was emailed to facility contact)

**Invoice Number:** \_\_\_\_\_

**Invoice Amount:** \$6,000.00 Compensation amount due for session attendance approval

**Facility Name:** \_\_\_\_\_

**Facility Remit to Address:**

**Facility Contact Information:**

Name:	
Email:	
Phone Number:	

**ECHO HUB partner company name:** \_\_\_\_\_

**ECHO HUB cohort number:** \_\_\_\_\_

\_\_\_\_\_  
(Facility Initials) As an authorized signatory for \_\_\_\_\_  
(Nursing Home name)

Under Terms of the agreement, I attest that the teleECHO session attendance report is accurate. I understand that if the attendance report is found to be inaccurate during a post review, the funds must be returned to ECHO.

\_\_\_\_\_  
(Facility Initials) As an authorized signatory for \_\_\_\_\_  
(Nursing Home name)

I attest that the facility was eligible to receive payment from the Provider Relief Fund distribution announced on August 27, 2020 and that the facility has accepted the terms and conditions of that payment.

\_\_\_\_\_  
Facility Authorized Signature

\_\_\_\_\_  
Date