

# AHIMA VLab Agreement Form

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## General Information and Instructions

Organizations will have an agreement with AHIMA which will allow the organizations' users to access AHIMA's virtual lab product, VLab. VLab consists of a gateway (i.e. frontend), the Applications that are accessible via that gateway, all of the lessons, assignments, instructions, guides, tutorials, simulations, etc., provided by AHIMA for VLab, and reports outlining users progress and results. There will be no need for the organization to pay AHIMA a "right to use" fee for VLab, there will only be a per user fee for each user that uses VLab.

VLab is structured such that each organization is established as its own entity in order to ensure, that user data is appropriately aligned with their organization and only their organization, and organization's administrators can see all of that data, and only that data.

Secondly AHIMA desires to meet the needs of many different organizations using VLab and their various forms of payments. Some organizations need to pay for VLab for all users and some need ways to have the users pay directly. In this latter case, there is also a need that users have a way to purchase from the organization or the organization's representative, or directly from AHIMA.

Lastly, VLab is now integrated with AHIMA's Association Management System (AMS), and when a user accesses VLab, they will perform a single sign-on (SSO) process with both VLab and the AMS. In order for this to be accomplished all VLab users will need to be registered in AHIMA's AMS. This does not mean that the users have to be or become AHIMA members, only that they are registered. The process for registering will be part of the login process the first time a user attempts to access VLab.

The combination of the structure provided and the methods of payment provided, leads to AHIMA requiring certain information from the organization when it initially sets up that organization in VLab.

NOTE: At present access to VLab is only offered for a duration of 365 days, AHIMA is researching the ability to offer codes that will have differing durations. If that occurs, this form will be updated with the ability to buy codes of different durations.

The specific information that will be required from each organization is provided here.

Each organization will need to provide:

- The quantity of locations that the Organization wants to consider a separate entity
  - i.e. 3
- The name of each location that the Organization wants to consider a separate entity
  - i.e.:
    - AHIMA Central
    - AHIMA East
    - AHIMA West
- Estimated number of users total
- Estimated number of users at each location:
  - i.e.:
    - AHIMA Central – 30
    - AHIMA East – 15
    - AHIMA West – 10
- The planned method of payment
  - i.e.:
    - Organization will purchase for all users via a single purchase
    - Users will purchase individually from Organization's representative
    - Users will purchase individually directly from AHIMA
      - Note: An organization can choose any combination of methods
- If the organization will be purchasing for all users – this form provides the purchasing information that will need to be filled out
  - Using this approach, the billing contact at the organization will receive redemption codes and instructions for use
- If the organization has a representative who will purchase on behalf of the organization, representative needs to fill out the "Bookstore Order Form", located at [ahima.org/education/vlab](http://ahima.org/education/vlab).

- Using this approach, the individual who is listed as the billing contact in the Bookstore Order Form will receive redemption codes and instructions for use.
- If the users will be purchasing directly from AHIMA, they may do so by going to <http://www.ahima.org/education/vlab> and clicking "Online Shopping Cart for Students" on the right side of the page; in this instance, the payment area of this form may be left blank.

**PLEASE READ: IMPORTANT NOTE ABOUT THIS FORM:**

This form is used for two purposes; the first is to inform AHIMA that you want to use AHIMA's VLab. AHIMA needs this information in order to set your school up in the VLab and to ensure that we have the correct contact information for your institution's program director and instructors. All institutions that will be using VLab need to provide this information to AHIMA.

If using the form for this purpose only, please check the box at the top of the next page and **DO NOT** provide any billing information.

The second use of the form is for institutions that will be purchasing VLab access for their students as well as informing AHIMA of your planned VLab usage.

If using the form for both purposes (informing AHIMA **as well as** purchasing VLab access codes), please do not check the box at the top of the next page and, instead, fill out the billing and payment information.

WE ARE NOT PURCHASING CODES AT THIS TIME (check box to left and skip to Page 4)

Organization Name: Santa Fe Community College

AHIMA School ID# (REQUIRED unless new VLab school, to ensure orders are placed on correct account): \_\_\_\_\_

Billing Contact: Margaretmary Woodd

Ship To:

Bill To: (if different from shipping address)

Street 1: 6401 Richards Avenue

Street 1: 6401 Richards Avenue

Street 2: \_\_\_\_\_

Street 2: \_\_\_\_\_

City: Santa Fe

City: Santa Fe

State: NM ZIP: 87508

State: NM ZIP: 87508

Phone: 505-428-1295

Fax: \_\_\_\_\_

Phone: 505-428-1295

Fax: \_\_\_\_\_

Email: margaretmary.woodd@sfcc.edu

Email: margaretmary.woodd@sfcc.edu

# of enrollments you are purchasing: 247\* # of campuses in your organization that will use VLab: 4\*

**\*See breakout of schools and # of enrollments per school below**

Will each campus be its own entity and require its own special designation? Yes

- If you answered Yes to the above, please attach a separate sheet and provide the name of each campus and the number of student enrollments you will need for each campus.

How will VLab Access be paid for? Please select all that apply:

- Organization will pay for all students - Codes are good for 365 days from date of redemption and cost \$100 each
- Students will purchase from the organization's bookstore - Codes are good for 365 days from date of redemption and will cost \$110 each

(If this option is selected please ensure the bookstore order form is complete and submitted with this agreement)

- Students will purchase directly from AHIMA - Access will be handled automatically, therefore no code will be needed. Access is good for 365 days from date of redemption and will cost \$110 each

If the Organization will be paying for student redemption codes, please fill in the VLab total line and fill out the Method of Payment information below.

Method of Payment  
By Mail:

Mail to:  
AHIMA  
Department 77-2735  
Chicago, IL 60678-2735

VLab Total: \$24,700.00

Check is enclosed

Payment (purchase order, check, or charge) **must** accompany enrollment form.

Make check payable to AHIMA

By Fax: 312-233-1500

Purchase Order (purchase order **MUST BE ATTACHED** to this form or the order will not be processed)

Charge Type:  Visa  MasterCard  American Express

Credit Card Number \_\_\_\_\_

Exp. Date \_\_\_\_\_

Printed Name as it Appears on Card: \_\_\_\_\_

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

**Program Contact Information:** Each organization is required to provide the name of one person as program contact. That person is responsible for maintaining user registrations and account information, and will be designated as the primary registrar for the subscription. Additional registrars may be designated by the organization. AHIMA recommends that any instructors that will use the VLab be designated as registrars.

**Organization Name (Required):** University of New Mexico (UNM), Gallup Campus, Gallup NM

**Academic Program Contact/Primary Registrar (Required)**

Name	Phone	E-mail	Campus	AHIMA 7 digit ID
Larry Conyers, RHIA	505-863-7668	<a href="mailto:lconyers@unm.edu">lconyers@unm.edu</a>	UNM Gallup Gallup, NM	

**Number of Enrollments:** 65

**Additional Registrars (Optional)**

Name	Phone	E-mail	Campus	AHIMA 7 digit ID

**Please Note:** Once the organization's subscription is ready, the Primary Registrar will receive a welcome packet with further instructions, along with any enrollment codes purchased with this form.

**Program Contact Information:** Each organization is required to provide the name of one person as program contact. That person is responsible for maintaining user registrations and account information, and will be designated as the primary registrar for the subscription. Additional registrars may be designated by the organization. AHIMA recommends that any instructors that will use the VLab be designated as registrars.

**Organization Name (Required):** San Juan College, Farmington NM

**Academic Program Contact/Primary Registrar (Required)**

Name	Phone	E-mail	Campus	AHIMA 7 digit ID
Greg Reynolds	505-566-3004	reynoldsg@sanjuancoll ege.edu	San Juan College, Farmington NM	

**Number of Enrollments: 80**

**Additional Registrars (Optional)**

Name	Phone	E-mail	Campus	AHIMA 7 digit ID

**Please Note:** Once the organization's subscription is ready, the Primary Registrar will receive a welcome packet with further instructions, along with any enrollment codes purchased with this form.

**Program Contact Information:** Each organization is required to provide the name of one person as program contact. That person is responsible for maintaining user registrations and account information, and will be designated as the primary registrar for the subscription. Additional registrars may be designated by the organization. AHIMA recommends that any instructors that will use the VLab be designated as registrars.

**Organization Name (Required):** Central New Mexico Community College (CNM), Albuquerque, NM

**Number of**

**Academic Program Contact/Primary Registrar (Required)**

Name	Phone	E-mail	Campus	AHIMA 7 digit ID
Teerinthorn Watchman	505-224-4000, ext. 52979	<u>Twatchman1@cnm.edu</u>	CNM, Albuquerque	

**Number of Enrollments: 70**

**Additional Registrars (Optional)**

Name	Phone	E-mail	Campus	AHIMA 7 digit ID

**Please Note:** Once the organization's subscription is ready, the Primary Registrar will receive a welcome packet with further instructions, along with any enrollment codes purchased with this form.

**Program Contact Information:** Each organization is required to provide the name of one person as program contact. That person is responsible for maintaining user registrations and account information, and will be designated as the primary registrar for the subscription. Additional registrars may be designated by the organization. AHIMA recommends that any instructors that will use the VLab be designated as registrars.

**Organization Name (Required):** University of New Mexico (UNM), Valencia Campus

**Academic Program Contact/Primary Registrar (Required)**

Name	Phone	E-mail	Campus	AHIMA 7 digit ID
Roseanna McGinn	505-925-8714	<a href="mailto:mrcginn@unm.edu">mrcginn@unm.edu</a>	UNM Valencia Los Lunas, NM	

**Number of Enrollments:** 32

**Additional Registrars (Optional)**

Name	Phone	E-mail	Campus	AHIMA 7 digit ID

**Please Note:** Once the organization's subscription is ready, the Primary Registrar will receive a welcome packet with further instructions, along with any enrollment codes purchased with this form.

## **VLab Description**

AHIMA VLab includes:

- Health information management applications and patient databases
- A repository of learning resources to use with the lab applications
- A web portal providing access to the lab applications for both traditional classrooms and self-paced learning

VLab instructors receive access to the repository of course materials which are linked to specific lab applications. Student access to lessons and linked lab applications is granted by authorized instructors or administrators from the students' respective organizations, and may also require payment of individual user fees (depending on pricing plan selected by the organization).

## **VLab Services**

VLab Access – VLab applications are available via the internet, 24x7.

**Concurrent User Limits:** Access to VLab applications is subject to concurrent user license restrictions for specific lab applications. Some lab applications may be scheduled or reserved for specific student use; others are on a first-come, first-served basis, until concurrent user capacity is reached.

**VLab Technical Support –** AHIMA representatives provide user support services (password reset, login assistance, registration assistance, etc.) via email ([ahima.help@learnsomething.com](mailto:ahima.help@learnsomething.com)) or phone (1-844-492-3448) 24/7 Monday thru Sunday. AHIMA representatives can provide limited lab application and/or lab infrastructure tools support Monday through Friday (8:00am to 5:00 pm Central). Depending on the nature of the problem, AHIMA representatives may need to contact vendor support for assistance. In those cases, AHIMA representatives will provide updates to the user regarding the status of the problem until the problem has been resolved.

**Downtime recovery –** varies by vendor application and nature of problem, and may require 1-2 business days to restore service.

## **Organization and/or Individual User PC Requirements**

VLab system requirements for individual users' PCs (subject to change).

**Software (no additional software purchases are required; all required installations are free):**

- Microsoft Windows 2000, XP, Vista, Windows 7, and Windows 8 Operating Systems and Mac OSX are supported.
- Broadband High Speed Internet Access: Cable or DSL
- Internet Explorer version 8 or higher (some software requires "compatibility mode" for IE versions higher than 8)
- ActiveX enabled
- JavaScript enabled (typically enabled by default)
- Able to accept browser cookies (typically enabled by default)
- Adobe Acrobat Reader version 7.0 or higher (a free plug-in for viewing .PDF files)
- Macromedia Flash Player (a free plug-in for viewing Macromedia Flash movies)
- Java Runtime (a free plug-in for viewing downloaded applets)
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## **Hardware:**

- 1Ghz Intel or AMD processor (minimum)
- 1 GB of RAM (minimum)



- VLab is best viewed at a screen resolution of 1024 x 768. Otherwise you may experience clipping or pixilated content.
- Firewall (Connecting to the VLab requires that you have port 443 open. Please see your network administrator for assistance).

### **Accessibility**

Section 508 requires that US Federal agencies' electronic and Information technology is accessible to people with disabilities. The requirements for web-based applications are covered in detail in Section 508, Subpart B, and Subsection 1194.22, available for reference at [www.section508.gov](http://www.section508.gov). AHIMA will, wherever possible, ensure that VLab applications meet section 508 levels of compliance.

### **Billing Contact**

Each subscribing program must provide the name, phone, and email information of one staff person designated as billing contact. The billing contact is responsible for submitting timely payment for academic subscription.

### **Academic Program Contacts or Registrars**

Each subscribing program must provide the name and email information of a staff person designated as primary academic program contact. Organizations may designate additional program contacts, if desired.

### **Registration of Instructors and Students**

Registration of individual instructors and students from each program is initiated by the primary program contact and/or organization contact. Individual user account registrations are not complete until the individual user completes his/her registration (via a web page—students and instructors are provided directions via email notice). For renewing subscriptions, all existing accounts will be terminated at the end of the previous subscription period. Registrars/program contacts must provide user information for each instructor to be included in the new organization subscription (lastname, firstname, email). New user accounts, updates to existing accounts and/or terminations of existing accounts can be submitted at any time throughout the subscription period.

### **Multi-Campus Registration Information**

Organizations with multiple campuses may list each campus separately, allowing them to manage student and instructor registrations by campus, if desired. If designating multiple campuses for a single organization, students and instructors must be assigned only to one campus. Campus designation does not restrict class registration – students and/or instructors may be registered in classes from more than one campus within an organization.

### **Ownership & Confidentiality**

AHIMA owns and retains all right, title and interest in and to the AHIMA Programs and all intellectual property rights therein, other than any rights expressly granted to the subscribing program in this Agreement. The program acknowledges that AHIMA Programs belong to AHIMA, and that AHIMA has the right to enforce this Agreement. Except as expressly provided herein, nothing in this Agreement shall be interpreted as granting to the subscribing program or any other entity, any right, title or interest in or to the AHIMA Programs. The subscribing program owns and retains all right, title and interest in and to all user identity and performance information whether supplied by the subscribing program or its users.

AHIMA acknowledges that all program user identity and performance information including usage data and scores ("User Data"), whether provided by the program or created by AHIMA pursuant to this Agreement, are the confidential and proprietary information of the program governed by the Family Educational Rights and Privacy Act (FERPA), 20 U.S.C. & 12328, and agrees not to use such information for any purpose other than the performance of its responsibilities herein.

## Cancellations and Refunds

Any unused VLab enrollment codes (or, if the student purchased access directly, any registered VLab enrollments which we verify have not been accessed more than once) are eligible for a refund if cancelled within thirty days of the date of purchase, minus a \$25 cancellation fee. Refunds will not be issued after 30 days from the purchase date. Customers who have cancelled their purchase will be un-enrolled from the product and will not have access to any of the online content or course-related user data. Cancelled courses will not appear on the learner's transcript.

Refund requests may be submitted in writing or by phone by contacting customer relations at 1-844-492-3448 or [arahima.help@learnsomething.com](mailto:arahima.help@learnsomething.com)

## Termination of Enrollment Agreement

AHIMA reserves the right to terminate program access to VLab for any of the following reasons (upon written notice and organization's opportunity to cure said breach):

- Nonpayment—Failure to make subscription payment, provided AHIMA provides written notice of the failure and ten (10) business days to cure.
- Expired enrollment period—If AHIMA provides ninety (90) days prior written notice and program fails to renew the subscription at least 15 days prior to the next enrollment period, program access may be terminated at the start of the new period.
- Failure to comply with registration requirements – If a program fails to provide updated user account information per registration procedures (provided AHIMA provides at least ten (10) days advance written notice), provides access to unauthorized individuals, or if AHIMA reasonably determines a program otherwise misuses administrative or instructor user accounts, organization user accounts may be terminated by AHIMA. Alleged misuse of student user accounts will be evaluated by both parties and a resolution will be sought before the suspension or termination of such accounts.
- Failure to follow the AHIMA Code of Ethics provided AHIMA provides at least thirty (30) days advance written notice.

The terms and conditions of this agreement are not subject to amendment or modification by oral agreement. Any changes in the agreement shall not be binding on either the academic program (purchaser) or AHIMA unless such changes have been approved in writing by the authorized AHIMA representative and by an authorized academic program representative.

## Warranty & Disclaimer

To the extent permitted by applicable state law, AHIMA warrants and represents that it has the right to grant any rights that are purported to be granted by AHIMA pursuant to this Agreement and does not infringe on any third party intellectual property rights. AHIMA is not responsible for, and expressly disclaims all liability for, damages of any kind arising out of use, reference to, or reliance on any information contained within the site. Although AHIMA's VLab site may include links providing direct access to other Internet resources, including web sites, AHIMA has not participated in the development of those other sites and does not exert any editorial or other control over those sites. AHIMA is not responsible for the accuracy or content of information contained in these sites.

Links from AHIMA VLab to third party sites do not constitute an endorsement by AHIMA of the parties or their products and services. The appearance on the web site of advertisements and product or service information does not constitute an endorsement by AHIMA, and AHIMA has not investigated the claims made by any advertiser.

## Reservation of Rights

AHIMA expressly reserves the right, upon written notice, to modify, even after agreements have been filed and accepted, its lesson materials, and application policies or requirements, including administrative fees, specific forms, or procedures.

## Limitation of Liability

In no event will either party's aggregate liability arising out of this Agreement exceed the sum of all fees paid to AHIMA by a Program hereunder; no cause of action which accrued more than 1 year prior to the filing of a lawsuit alleging any claim hereunder may be asserted against either party by the other party; and neither party shall have any liability to the other party for any special, incidental, consequential or indirect damages arising out of this

Agreement, whether based in contract, tort (including negligence) or any other theory of liability, even if the applicable party has been advised of the possibility of such damages.  
**Independent Contractors**

The Program acknowledges and agrees that the relationship of the Program to AHIMA is that of independent contractor and that neither the Program nor its students be deemed to be employees of AHIMA for any reason whatsoever. Neither the Program nor students shall be entitled to any AHIMA employment rights or benefits whatsoever.

**Applicable Law, Jurisdiction and Venue**

This Agreement shall be governed by and construed under the laws of the State of Illinois without regard to conflicts of law. Any action arising out of this Agreement shall be brought in the Circuit Court of Cook County in the State of Illinois, or the Federal District Court for the Northern District of Illinois, and the parties hereby consent to the jurisdiction of such state and federal courts. The parties hereby agree that the venue of such courts is proper. The prevailing party in any such action shall be entitled to all costs, including reasonable attorneys' fees, incurred to enforce its rights hereunder.

**Force Majeure**

Neither party to this Agreement shall be liable for delay or failure in the performance of any of its obligations hereunder if such delay or failure is due to causes beyond its reasonable control including, without limitation, acts of God, fires, earthquakes, strikes and labor disputes, acts of war, civil unrest or intervention of any governmental authority except as expressly provided herein, but any such delay or failure shall be remedied by such party as soon as is reasonably possible.

**\*Liability**

As between the parties, each party acknowledges that it will be responsible for claims or damages arising from personal injury or damage to persons or property to the extent they result from its negligence. The liability of Santa Fe Community College will be subject in all cases to the immunities and limitations of the New Mexico Tort Claims Act, Section 41-4-1 et seq. NMSA 1978, as amended.

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Contacting AHIMA VLab

If you have any questions about this enrollment agreement, the practices of this site, or your dealings with this web site, you may contact:

AHIMA VLab  
233 N. Michigan Ave., Suite 21<sup>st</sup> Floor  
Chicago, IL 60601  
Call: (844) 492-3448; E-mail: [ahima.help@learnsomething.com](mailto:ahima.help@learnsomething.com)

SIGNED BY:

Kristen Krell, Director,

Santa Fe Community College

Print Name

Organization

Signature

Phone

TAAAGCCT.SUN.PATH

Director

Kristen.krell@sfc.edu

Title

Email

Date

8/31/2016

AHIMA:

Gregory Walton Jr.

Print Name

Signature

CSS - Corporate Accounts

Title

Date

9-1-16

PROCUREMENT CONTRACT PROVISIONS SFCC FEDERAL GRANTS DRAFT

.326 POINTS TO APPENDIX II

APPENDIX II TO PART 200—CONTRACT PROVISIONS FOR NON-FEDERAL ENTITY CONTRACTS UNDER FEDERAL AWARDS

In addition to other provisions required by the Federal agency or non-Federal entity, all contracts made by the non-Federal entity under the Federal award must contain provisions covering the following, as applicable.

(A) Contracts for more than the simplified acquisition threshold currently set at \$150,000, which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by 41 U.S.C. 1908, must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate.

(B) All contracts in excess of \$10,000 must address termination for cause and for convenience by the non-Federal entity including the manner by which it will be effected and the basis for settlement.

(C) Equal Employment Opportunity. Except as otherwise provided under 41 CFR Part 60, all contracts that meet the definition of "federally assisted construction contract" in 41 CFR Part 60-1.3 must include the equal opportunity clause provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246, "Equal Employment Opportunity" (30 FR 12319, 12935, 3 CFR Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and implementing regulations at 41 CFR part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor."

(D) Davis-Bacon Act, as amended (40 U.S.C. 3141-3148). When required by Federal program legislation, all prime construction contracts in excess of \$2,000 awarded by non-Federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 CFR Part 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-Federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency. The contracts must also include a provision for compliance with the Copeland "Anti-Kickback" Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency.

(E) Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708). Where applicable, all contracts awarded by the non-Federal entity in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

(F) Rights to Inventions Made Under a Contract or Agreement. If the Federal award meets the definition of "funding agreement" under 37 CFR §401.2 (a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement," the recipient or subrecipient must comply with the requirements of 37 CFR Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency.

(G) Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387), as amended—Contracts and subgrants of amounts in excess of \$150,000 must contain a provision that requires the non-Federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

(H) Debarment and Suspension (Executive Orders 12549 and 12689)—A contract award (see 2 CFR 180.220) must not be made to parties listed on the governmentwide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), "Debarment and Suspension." SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.

(I) Byrd Anti-Lobbying Amendment (31 U.S.C. 1352)—Contractors that apply or bid for an award exceeding \$100,000 must file the required certification. 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 U.S.C. 1352. Each tier must 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 non-Federal award.

(J) See §200.322 Procurement of recovered materials.

**Procurement of recovered materials.**

A non-Federal entity that is a state agency or agency of a political subdivision of a state and its contractors must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

[78 FR 78608, Dec. 26, 2013, as amended at 79 FR 75885, Dec. 19, 2014]

[78 FR 78608, Dec. 26, 2013, as amended at 79 FR 75888, Dec. 19, 2014]

Number	FAR Ref.	Clause Title	Contract Grant	All	>\$2.5 K	>\$10 K	>\$100 K	>\$500 K	Applies in These Circumstances
For Federal Contracts Only: This contractor and subcontractor shall abide by the requirements of 41 CFR §§ 60-1.4(a), 60-300.5(a) and 60-741.5(a). These regulations prohibit discrimination against qualified individuals based on their status as protected veterans or individuals with disabilities, and prohibit discrimination against all individuals based on their race, color, religion, sex, or national origin. Moreover, these regulations require that covered prime contractors and subcontractors take affirmative action to employ and advance in employment individuals without regard to race, color, religion, sex, national origin, protected veteran status or disability.									
52.203.3	3.202	Gratuities (Apr 1984)	C	X	X	X	X	X	
52.203-6	3.503-2	Restriction on Subcontractor Sales to Government (Jul 1995)	C				X	X	
52.203.7	3.502-3	Anti-kickback Procedures (Jul 1995)	CG				X	X	
252.203-7001	203-570-3	Prohibition on Persons Convicted of Fraud or other Defence Contract Related Felonies (Dec 2004)	C				X	X	DOD Funds
52.203-12	3.808(b)	Limitations on Payments to Influence Certain Federal Transactions (Jun 2003)	CG				X	X	
52-204.2	4.404(a)	Security Requirements (Aug 1996)	C	X	X	X	X	X	Involves Classified Information
52.215-2	15.209	Audit and Records - Negotiation (Jun 1999)	C*G				X	X	If Negotiated Award
52.219-1	19.1008	Small Business Program Representations (May 2004)	C	X	X	X	X	X	Applies only if business status is misrepresented
52.219-8	19.708(a)	Utilization of Small & Small Disadvantaged Business Concerns (May 2004)	C					X	Does not apply to Small Businesses
52.219-9	19.708(b)	Small Business Subcontracting Plan (Jul 2005)	C					X	Does not apply to Small Businesses



52.222-4	22.305	Contract Work Hours & Safety Standards Act - Overtime Compensation (Jul 2005)	CG	X	X	X	X	X	
52.222-20	22.61	Walsh Healey Public Contracts Act (Dec 1996)	C			X	X	X	
52.222-26	22.810(e)	Equal Opportunity (Apr 2002)	CG	X	X	X	X	X	
52.222-35	22.1308(a) 22.1310(A)	Special Disabled Veterans/Veterans of the Vietnam Era, and Other Eligible Veterans (Dec 2001)	C			X	X	X	
52.222-36	22.1408(a)	Affirmative Action for Handicapped Workers (Jun 1998)	C		X	X	X	X	
52.222-37	22.1308(b)	Employment Reports on Special Disabled Veterans & Veterans of Vietnam Era (Dec 2001)	C			X	X	X	
52.222-41	22.1006(a)	Service Contract Act of 1965, as Amended (Jul 2005)	C	X	X	X	X	X	
52.223-3	23.303	Hazardous Material Identification & Material Safety Data (Jan 1997)	C	X	X	X	X	X	Involves Hazardous Materials

52.225-11	25.1102(c)	Buy American Act - Construction Materials Under Trade Agreements (Jan 2005)							
52.225-13	25.1103(a)	Restrictions on Certain Foreign Purchases (Mar 2005)	C	X	X	X	X	X	
252.225-7001	225.1101	Buy American Act & Balance of Payment Program (Jun 2005)	C	X	X	X	X	X	DOD Funds
52.227-1	27.201-2(a)	Authorization & Consent (Jul 1995)	C				X	X	
52.227-2	27.202-2	Notice & Assistance Re: Patent & Copyright Infringement (Aug 1996)	C*				X	X	
52.227-10	27.207-2	Filing of Patent Applications - Classified Subject Matter (Apr 1984)	C	X	X	X	X	X	Classified Matters
52.227-11	27.303	Patent Rights - Retention by the Contractor (Short Form) (Jun 1997)	C*G	X	X	X	X	X	Experimental R & D Work
52.227-12	27.303	Patent Rights - Retention by the Contractor (Long Form) (Jan 1997)	C*G	X	X	X	X	X	Experimental R & D Work
52.227-14	27.409	Rights in Data - General (Jun 1987)	C	X	X	X	X	X	
52.227-7013	227.7103-6	Rights in Technical Data - Noncommercial Items (Nov 1995)	C	X	X	X	X	X	DOD Technical Data/Computer Software Acquisition

252.227-7014	227.7203	Rights in Noncommercial Computer Software and Noncommercial Computer Software Documentation (Jun 1995)							
252.227-7016	227.7103-6 or 227.7104 or 227.7203-6	Rights in Bid or Proposal Information (Jun 1995)	C	X	X	X	X	X	DOD
252.227-7019	227.7104 or 227.7203-6	Validation of Asserted Restrictions Computer Software (Jun 1995)	C	X	X	X	X	X	DOD if order involves delivery of software
252.227-7037	227.7102-3 or 227.7103-6 or 227.7104 or 227.7203-6	Validation of Restrictive Marking on Technical Data (Sept 1999)	C	X	X	X	X	X	If 252.227-7013 applies
52.233-1	33.215	Disputes (Jul 2002)	C		X	X	X	X	
252.245-7001	245.505-14	Reports of Government Property (May 1994)	C	X	X	X	X	X	DOD if acquisition of government property
52.247-63	47.405	Preference for U.S. Flag Carriers (Jun 2003)	C	X	X	X	X	X	International Travel

252.247-7023	247.573	Transportation of Supplies by Sea (May 2002)	C					X	X	DOD if >\$25,000
52.247-64	47.507	Preference for Privately Owned U.S. Flag Commercial Vessels (Apr 2003)	C					X	X	
52.249-5	49.502(d)	Termination for Convenience of Government (Educational and Other Nonprofit Reimbursement) (Sept 1996)	C	X	X	X		X	X	
252-249-7002	249.7003(c)	Notification of Proposed Program Termination or Reduction (Dec 1996)	C						X	DOD
52.223-18	23.1105	Contractor Policy to Ban Text Messaging While Driving	CG	X	X	X		X	X	
		OMB Circular A-21 (Revised 5/10/04) Cost Principles for Educational Institutions								