

## **Acceptance of Terms and Conditions**

I hereby attest to the following Terms and Conditions on behalf of the Medicare-certified Rural Health Clinic with the Tax Identification Number (TIN) associated with this attestation (“Recipient”). I further attest that I am authorized to make such attestation on behalf of the Recipient. The Terms and Conditions below are not an exhaustive list and the Recipient agrees to comply with all other applicable statutes and regulations. I understand that failure to comply with the Terms and Conditions and all applicable statutes and regulations may result in administrative, civil, and/or criminal action being taken.

## **Effective Date and Termination**

The Terms and Conditions for the funds for fiscal year 2021 appropriated under Section 2401 of the American Rescue Plan Act of 2021 (P.L. 117-2) (“Rural Health Clinic COVID-19 Testing and Mitigation Program”) become fully executed (and effective) on the date that the U.S. Department of Health and Human Services (HHS) makes a payment to the Recipient. Within 90 days after the payment is made, the Recipient may rescind their agreement to the Terms and Conditions by:

- (1) Rejecting the payment in the Attestation Portal; and
- (2) Repaying the full payment plus any interest earned.

The Recipient acknowledges that the Recipient’s full compliance with all Terms and Conditions is material to the Secretary’s decision to disburse funds to the Recipient. Non-compliance with the Terms or Conditions is grounds for the Secretary to recoup some or all of the payments or take other administrative actions pursuant to 45 CFR § 371 (Remedies for non-compliance).

These Terms and Conditions apply directly to the Recipient. In general, the requirements that apply to the Recipient also apply to subrecipients and contractors, unless an exception is specified.

## **Rural Health Clinic COVID-19 Testing and Mitigation (RHC CTM) Program Terms and Conditions**

- The “Payment” means the funds appropriated under the American Rescue Plan Act of 2021 (P.L. 117-2) (“Rural Health Clinic COVID-19 Testing and Mitigation (RHC CTM) Program”).
- The “Recipient” means the health care provider, whether an individual Rural Health Clinic or an organization that owns and operates one or more Rural Health Clinics, receiving the Payment.
- The Recipient certifies that it is a Rural Health Clinic (RHC) as defined in the Social Security Act Section 1861(aa)(2) (42 U.S.C. § 1395x(aa)(2)) and/or an organization that owns and operates one or more Rural Health Clinic(s).

- The Recipient certifies that it provides COVID-19 testing, COVID-19 mitigation, or incurs COVID-19 testing or mitigation related expenses.
- The Recipient must be, and remain in, good standing with Medicare, Medicaid, and other Federal health care programs. The Recipient certifies that it is not terminated or limited from participation in Medicare or precluded from receiving payment through Medicare Advantage or Part D; is not excluded from participation in Medicare, Medicaid, and other Federal health care programs; and does not have Medicare billing privileges revoked.
- The Recipient certifies that the Payment will only be used to reimburse the Recipient for COVID-19 testing and mitigation related expenses. Funding should assist the Recipient to expand the testing and mitigation related activities to best address the needs of the local communities in the RHC(s)'s service area(s). This includes both direct and indirect costs of COVID-19 testing and mitigation and other related expenses. The Recipient must demonstrate that the related expense is directly and reasonably related to the provision of COVID-19 testing or COVID-19 mitigation activities. The related expense must be reasonable and appropriate given relevant clinical and public health guidance.
- COVID-19 testing, COVID-19 mitigation, and COVID-19 testing and mitigation related expenses mean the following:
  - COVID-19 testing includes viral tests to diagnose active COVID-19 infections, antibody tests to diagnose past COVID-19 infections, and other tests that the [Secretary](#) and/or [Centers for Disease Control and Prevention](#) determines appropriate in guidance.
  - COVID-19 mitigation includes efforts, activities, and strategies to reduce or prevent local COVID-19 transmission and minimize morbidity and mortality of COVID-19 in sectors such as schools, workplaces, and health care organizations, described in the [Centers for Disease Control and Prevention Community Mitigation Framework](#). Mitigation activities may include, but are not limited to, case investigation, contact tracing, COVID-19 screening, COVID-19 testing promotion and confidence building, community education, health behavior promotion, and referrals to testing, clinical services, and support services.
  - COVID-19 testing and mitigation related expenses include:
    - Building or construction of temporary structures, leasing of properties, and retrofitting facilities as necessary to support COVID-19 testing and COVID-19 mitigation;
    - Digital technologies to strengthen the Recipient's core capacity to support the public-health response to COVID-19;
    - Education, rehabilitation, prevention, treatment, and support services for symptoms occurring after recovery from acute COVID-19 infection, including, but not limited to, support for activities of daily living—this includes services for the range of symptoms described as Post-Acute Sequelae of SARS-CoV-2 infection (PASC) (i.e. long COVID);
    - Items and services furnished to an individual during health care provider office visits (including in-person visits and telehealth visits) that result in

an order for or administration of COVID-19 testing or COVID-19 mitigation activities;

- Other activities to support COVID-19 testing and COVID-19 mitigation, including, but not limited to, planning for implementation, maintenance, and/or expansion of a COVID-19 testing program and/or COVID-19 mitigation program, procuring supplies to provide COVID-19 testing, training providers and staff on COVID-19 testing procedures or COVID-19 mitigation, and reporting data to HHS on COVID-19 testing activities and COVID-19 mitigation activities.
- The Recipient certifies that it will refer to HRSA guidance and HRSA-funded technical assistance for additional COVID-19 testing and mitigation strategies to meet the needs of the RHC service area as circumstances and needs surrounding the public health emergency evolve and will communicate with the RHC CTM Program technical assistance to identify flexibilities in how the Recipient may use the funding to prevent, prepare for, and respond to COVID-19.
  - The Recipient certifies that it will expend the Payment for costs incurred on or after January 1, 2021, and on or before December 31, 2022.
  - The Recipient certifies that it will use the Payment to address COVID-19 testing and mitigation and related needs of people and communities in the RHC(s)'s service area(s) and will not transfer or allocate the Payment to services and activities that do not address the needs of people and communities in the RHC service area.
  - The Recipient certifies that it will retain income earned as a result of activities funded by the Payment, add such income to RHC CTM Program funds, and use income earned to further the program during the duration of the RHC CTM Program. The Recipient is not accountable for income earned after the end of the RHC CTM Program.
  - The Recipient certifies that it will register in the Rural Health Clinic COVID-19 Reporting Portal ([rhccovidreporting.com](https://rhccovidreporting.com)) and submit RHC CTM data and other applicable information in the Rural Health Clinic COVID-19 Reporting Portal as specified by the Secretary.
  - The Recipient shall adhere to the Audit requirements in 45 CFR 75 Subpart F, which requires an independent audit of recipients that expend a total of \$750,000 or more in federal funds (including RHC CTM Payment, PRF payments, and other federal financial assistance) during their fiscal year.
  - The Recipient consents to HHS publicly disclosing the Payment that Recipient may receive from the RHC CTM Program. The Recipient acknowledges that such disclosure may allow some third parties to estimate the Recipient's gross receipts or sales, program service revenue, patient volume, or other equivalent information.
  - The Recipient certifies that information provided as part of any RHC CTM reporting or other reports relating to the Payment that it provides in the future at the request of the Secretary or Inspector General, are true, accurate and complete, to the best of its knowledge. The Recipient acknowledges that any deliberate omission, misrepresentation, or falsification of any information contained in this Payment application or future reports

may be punishable by criminal, civil, or administrative penalties, including but not limited to revocation of Medicare billing privileges, exclusion from federal health care programs, and/or the imposition of fines, civil damages, and/or imprisonment.

- The Recipient shall maintain appropriate records and cost documentation including, as applicable, documentation described in 45 CFR § 75.302 – Financial management, and 45 CFR § 75.361 through 75.365 – Record Retention and Access, and other information required by future program instructions to substantiate the reimbursement of costs under this award. The Recipient shall promptly submit copies of such records and cost documentation upon the request of the Secretary, and Recipient agrees to fully cooperate in all audits the Secretary, Inspector General, or Pandemic Response Accountability Committee conducts to ensure compliance with these Terms and Conditions.
- The Recipient must maintain advance payments of Federal awards in interest-bearing accounts, unless it meets the exceptions as described in 45 CFR § 75.305(b)(7) through 75.305(b)(8). A Recipient will be permitted to keep the interest earned if it is used for allowable purposes in accordance with the program. If a Recipient receives more than \$10,000 in aggregate payments, the amount of interest must be included and reported on as specified by the Secretary.
- The Secretary has concluded that the COVID-19 public health emergency has caused many health care providers to have capacity constraints. As a result, patients that would ordinarily be able to choose to receive all care from in-network health care providers may no longer be able to receive such care in-network. Accordingly, for all care for a presumptive or actual case of COVID-19, Recipient certifies that it will not seek to collect from the patient out-of-pocket expenses in an amount greater than what the patient would have otherwise been required to pay if the care had been provided by an in-network Recipient.