



TO: SOUTHERN NEVADA DISTRICT BOARD OF HEALTH **DATE:** February 20, 2020

RE: *Approval of Interlocal Service Agreement between Southern Nevada Health District and the Clark County Office of the Coroner/Medical Examiner*

PETITION # 29-20

That the Southern Nevada District Board of Health *approve the Interlocal Service Agreement C2000084, between the Southern Nevada Health District (SNHD) and the Clark County Office of the Coroner/Medical Examiner (CCOCME) to collaborate on the abstraction of overdose data through the State Unintentional Drug Overdose Reporting System (SUDORS).*

PETITIONERS:

Marlo Tonge, *Communicable Disease Manager* MT
Michael Johnson, PhD, *Director of Community Health* MJ
Fermin Leguen, MD, MPH, *Chief Health Officer* FL

DISCUSSION:

This is an agreement to support abstraction of standardized case-level data from the CCOCME reports on fatal opioid overdoses and develop routine reports surrounding opioid overdose in Southern Nevada.

FUNDING:

This will agreement will provide funding to the CCOCME for their collaboration in the SUDOR project. This is pass through funding from the state supported by federal grant dollars, CDC Overdose Data to Action Federal Grant #NU17CE925001-01-00.



**INTERLOCAL AGREEMENT FOR
PROFESSIONAL SERVICES
BETWEEN
SOUTHERN NEVADA HEALTH DISTRICT
AND
COUNTY OF CLARK, NEVADA ON BEHALF OF ITS
CLARK COUNTY OFFICE OF THE CORONER/MEDICAL EXAMINER
C2000084**

This Interlocal Agreement for Professional Services (“Agreement”) is made and entered into between the Southern Nevada Health District (“Health District”) and County of Clark, Nevada on behalf of its Clark County Office of the Coroner/Medical Examiner (“CCOCME”) (individually “Party” collectively “Parties”).

RECITALS

WHEREAS, NRS 277.180 authorizes any one or more public agencies to contract with any one or more other public agencies to perform any governmental service, activity, or undertaking which any of the public agencies entering into the agreement is authorized by law to perform and refers to such as an Interlocal Contract, hereinafter called an Agreement; and

WHEREAS, Health District is the public health entity organized pursuant to Nevada Revised Statutes, Chapter 439 with jurisdiction over all public health matters within Clark County, Nevada; and

WHEREAS, CCOCME investigates all deaths in Clark County, Nevada caused by any criminal means, violence or suicide, and any unattended death; whatever the cause; and

WHEREAS, Health District is the sub-recipient of federal funds passed through by the State of Nevada Department of Health and Human Services through its Division of Public and Behavioral Health, Federal Award Identification Number (“FAIN”) NU17CE925001, CFDA Number 93.136, program entitled CDC Overdose Data to Action, funded by the Centers for Disease Control and Prevention (“CDC”), which is an operating division of the U.S. Department of Health and Human Services (“HHS”), Notice of Subaward reference number HD 17434, sub-awarded October 17, 2019, with a total amount sub-awarded to Health District of \$144,647.70 (the “Grant”); and

WHEREAS, Health District desires to collaborate with CCOCME to support Health District’s Grant deliverables concerning the CDC’s State Unintentional Drug Overdose Reporting System (“SUDORS”) activities, and CCOCME is willing to participate as a sub-recipient of Grant funds from Health District.

NOW THEREFORE, the Parties mutually agree as follows:

- 1) **TERM, TERMINATION, AND AMENDMENT.** This Agreement shall be effective from September 1, 2019 (“Effective Date”) through August 31, 2020, unless sooner terminated

by either Party as set forth in this Agreement.

- 1.01 This Agreement may be terminated by either Party prior to the date set forth in paragraph 1, provided that a termination shall not be effective until thirty (30) days after a Party has served written notice upon the other Party.
 - 1.02 This Agreement may be terminated by mutual consent of both Parties or unilaterally by either Party with or without cause.
 - 1.03 Upon termination, CCOCME will be entitled to payment for services provided prior to date of termination and for which CCOCME has submitted an invoice but has not been paid.
 - 1.04 This Agreement is subject to the availability of funding and shall be terminated immediately if, for any reason, state and/or federal funding ability, or grant funding budgeted to satisfy this Agreement is withdrawn, limited, or impaired.
 - 1.05 This Agreement will immediately terminate if: (a) CCOCME's right to participate in Medicare, Medicaid, or any other federal or state health program is terminated for any reason or is relinquished voluntarily; (b) the healthcare professional specifically designated by CCOCME and accepted by Health District in the role of Clinical Advisor to the Southern Nevada Healthcare Preparedness Coalition ("SNHPC") becomes unavailable to perform the Services; or (c) Clinical Advisor's license to practice is revoked or suspended.
 - 1.06 This Agreement may only be amended, modified or supplemented by a writing signed by a duly authorized agent/officer of each Party and effective as of the date stipulated therein.
- 2) **INCORPORATED DOCUMENTS.** The Services to be performed to be provided and the consideration therefore are specifically described in the below referenced documents which are listed below and attached hereto and expressly incorporated by reference herein:
- ATTACHMENT A: SCOPE OF WORK
 - ATTACHMENT B: PAYMENT
 - ATTACHMENT C: ADDITIONAL GRANT INFORMATION AND REQUIREMENTS
- 3) **COMPENSATION.**
- 3.01 CCOCME shall complete the Services in a professional and timely manner consistent with the Scope of Work outlined in Attachment A. CCOCME will be reimbursed for expenses incurred as provided in Attachment B: Payment. The total not-to-exceed amount of this Agreement is \$61,200. This project is supported by the federal Grant described on the first page of this Agreement in the amount of \$61,200; this accounts for 100% of the total funding of this Agreement.
 - 3.02 CCOCME shall be solely responsible for all taxes, Social Security contributions or payments, disability insurance, unemployment taxes, and other payroll type taxes applicable to such compensation.
- 4) **STATUS OF PARTIES; INDEPENDENT CONTRACTOR.** CCOCME will provide Health District with Services under this Agreement as an independent contractor. Nothing contained in this

Agreement will be construed to create a joint venture or partnership, or the relationship of principal and agent, or employer and employee, between CCOCME and Health District. Nothing in this Agreement or the relationship between Health District and CCOCME shall create a co-employment or joint employer relationship.

- 5) **FISCAL MONITORING AND ADMINISTRATIVE REVIEW OF ADVERSE FINDINGS.** Health District may, at its discretion, conduct a fiscal monitoring of CCOCME at any time during the term of the Agreement. CCOCME will be notified in writing at least three (3) weeks prior to the visit outlining documents that must be available prior to Health District's visit. Health District shall notify CCOCME in writing of any Adverse Findings and recommendations as a result of the fiscal monitoring. Adverse Findings are defined as Lack of Adequate Records, Administrative Findings, Questioned Costs, and Costs Recommended for Disallowance. CCOCME will have the opportunity to respond to Adverse Findings in writing to address any area(s) of disagreement. Health District shall review disagreement issues, supporting documentation and files, and forward a decision to the CCOCME in writing.
- 6) **BOOKS AND RECORDS.**
 - 6.01 Each Party shall keep and maintain under generally accepted accounting principles full, true and complete books, records, and documents as are necessary to fully disclose to the other Party, properly empowered government entities, or their authorized representatives, upon audits or reviews, sufficient information to determine compliance with the terms of this Agreement and any applicable statutes and regulations. All such books, records and documents shall be retained by each Party in accordance with its respective Records Retention Schedule, or for a minimum of five (5) years from the date of termination of this Agreement; whichever is longer. This retention time shall be extended when an audit is scheduled or in progress for a period of time reasonably necessary to complete said audit and/or to complete any administrative and judicial litigation which may ensue.
 - 6.02 Health District shall, at all reasonable times, have access to CCOCME's records, calculations, presentations and reports for inspection and reproduction.
- 7) **FEDERAL AUDIT REQUIREMENTS FOR SUBRECIPIENTS RECEIVING AWARDS FROM HEALTH DISTRICT**
 - 7.01 CCOCME must comply with all applicable federal and state grant requirements including The Single Audit Act Amendments of 1996; 2 CFR Part 200 as amended; and any other applicable law or regulation, and any amendment to such other applicable law or regulation that may be enacted or promulgated by the federal government.
 - 7.02 If CCOCME is a local government or non-profit organization that expends \$750,000 or more in federal awards during its fiscal year, the CCOCME is required to provide the appropriate single or program-specific audit in accordance with provisions outlined in 2 CFR Part 200.501.
 - 7.03 If CCOCME expends total federal awards of less than the threshold established by 2 CFR 200.501, it is exempt from federal audit requirements for that year, but records must be available for review or audit by appropriate officials (or designees) of the

federal agency, pass-through entity, and Government Accountability Office ("GAO").

- 7.04 CCOCME must send a copy of the confirmation from the Federal Audit Clearinghouse to procurement@snhd.org the earlier of 30 calendar days after receipt of the auditor's reports or nine months after the end of the audit period.
- 7.05 CCOCME is responsible for obtaining the necessary audit and securing the services of a certified public accountant or independent governmental auditor.
- 7.06 Audit documentation and audit reports must be retained by the CCOCME's auditor for a minimum of five years from the date of issuance of the audit report, unless the CCOCME's auditor is notified in writing by the Health District, the cognizant federal agency for audit, or the oversight federal agency for audit to extend the retention period. Audit documentation will be made available upon request to authorized representatives of the Health District, the cognizant federal agency for audit, the oversight federal agency for audit, the federal funding agency, or the GAO.

- 8) **NOTICES.** All notices permitted or required under this Agreement shall be made via hand delivery, overnight courier, or U.S. certified mail, return receipt requested, to the other Party at its address as set out below:

Southern Nevada Health District
Contract Administrator
Legal Department
280 S. Decatur Blvd
Las Vegas, NV 89107

Clark County Office of the
Coroner/Medical Examiner
John Fudenberg, Coroner
1704 Pinto Lane
Las Vegas, NV 89106

- 9) **CONFIDENTIALITY.** No protected health information as that term is defined in the Health Insurance Portability and Accountability Act of 1996 or personally identifiable information will be shared with CCOCME by Health District during the course of this Agreement. Accordingly, no Business Associate Agreement is required.

- 10) **MUTUAL COOPERATION.** The Parties agree to cooperate fully in the furtherance of this Agreement and provide assistance to one another in the investigation and resolution of any complaints, claims, actions or proceedings that may arise out of the provision of Services hereunder.

10.01 The Parties shall take any additional acts or sign any additional documents as is reasonably necessary, appropriate, or convenient to achieve the purposes of this Agreement.

- 11) **GENERAL PROVISIONS.**

11.01 **SEVERABILITY.** If any provision contained in this Agreement is held to be unenforceable by a court of law or equity, this Agreement shall be construed as if such provision did not exist and the non-enforceability of such provision shall not be held to render any other provision or provisions of this Agreement unenforceable.

- 11.02 **ASSIGNMENT.** CCOCME shall not assign, transfer, or delegate any rights, obligations or duties under this Agreement without the Health District's prior written consent.
- 11.03 **USE OF NAME AND LOGO.** CCOCME may not use the Health District's name, mark, logo, design or other Health District symbol for any purpose without the Health District's prior written consent. CCOCME agrees that Health District, in its sole discretion, may impose restrictions on the use of its name and/or logo. Health District retains the right to terminate, with or without cause, CCOCME's right to use the Health District's name and/or logo.
- 11.04 **STATEMENT OF ELIGIBILITY.** The Parties acknowledge to the best of their knowledge, information, and belief, and to the extent required by law, neither Party nor any of its respective employees/contractors is/are : i) currently excluded, debarred, suspended, or otherwise ineligible to participate in federal health care programs or in federal procurement or non-procurement programs; and ii) has/have not been convicted of a federal or state offense that falls within the ambit of 42 USC 1320a-7(a).
- 11.05 **COMPLIANCE WITH LEGAL OBLIGATIONS.** CCOCME shall perform the Services in compliance with all applicable federal, state, and local laws, statutes, regulations, appropriations legislation and industry standards, including but not limited to all applicable provisions of Uniform Guidance, 2 CFR Part 200.
- 11.06 **NON-DISCRIMINATION.** As Equal Opportunity Employers, the Parties have an ongoing commitment to hire, develop, recruit and assign the best and most qualified individuals possible. The Parties employ employees without regard to race, sex, color, religion, age, ancestry, national origin, marital status, status as a disabled veteran, or veteran of the Vietnam era, disability, sexual orientation, or gender identity or expression. The Parties likewise agree that each will comply with all state and federal employment discrimination statutes, including but not limited to Title VII, and the American with Disabilities Act.
- 11.07 **INTEGRATION CLAUSE.** This Agreement, including all Attachments hereto, as it may be amended from time to time, contains the entire agreement among the Parties relative to the subject matters hereof.
- 11.08 **PROPER AUTHORITY.** The Parties hereto represent and warrant that the person executing this Agreement on behalf of each Party has full power and authority to enter into this Agreement and that the Parties are authorized by law to perform the services set forth in the documents incorporated herein.
- 11.09 **LIMITED LIABILITY.** The Parties will not waive and intend to assert available NRS Chapter 41 liability limitations in all cases. To the extent applicable, actual agreement damages for any breach shall be limited by NRS 353.260 and NRS 354.626. Agreement liability of the Parties shall not be subject to punitive damages.
- 11.10 **GOVERNING LAW.** This Agreement and the rights and obligations of the Parties hereto shall be governed by and construed according to the laws of the State of Nevada, without regard to any conflicts of laws principles, with Clark County, Nevada as the exclusive venue of any action or proceeding related to or arising out

of this Agreement.


- 11.11 INDEMNIFICATION. The Parties do not waive any right or defense to indemnification that may exist in law or equity.
- 11.12 PUBLIC RECORDS. Pursuant to NRS Chapter 239, information or documents, including this Agreement and any other documents generated incidental thereto may be opened to public inspection and copying unless a particular record is made confidential by law or a common law balancing of interests.
- 11.13 NO PRIVATE RIGHT CREATED. The Parties do not intend to create in any other individual or entity the status of a third-party beneficiary, and this Agreement shall not be construed to create such status. The rights, duties, and obligations contained in the Agreement shall operate only between the Parties to this Agreement, and shall inure solely to the benefit of the Parties determining and performing their obligations under this Agreement.
- 11.14 COUNTERPARTS. This Agreement may be executed in multiple counterparts, each of which shall be deemed an original, but which together shall constitute one instrument. Facsimile or electronic transmissions of documents and signatures shall have the same force and effect as originals.

IN WITNESS THEREOF, the Parties hereto have caused this Agreement to be executed by their undersigned officials as duly authorized.

SOUTHERN NEVADA HEALTH DISTRICT

By: _____
Fermin Leguen, MD, MPH
Acting Chief Health Officer
Health District DUNS: 137055492

APPROVED AS TO FORM:

By:  _____
Heather Anderson-Fintak, Esq.
Associate General Counsel
Southern Nevada Health District

**COUNTY OF CLARK, NEVADA
ON BEHALF OF ITS OFFICE OF THE CORONER/MEDICAL EXAMINER**

By: _____

Marilyn Kirkpatrick, Chair
Board of County Commissioners
CCOCME DUNS: 088465716

APPROVED AS TO FORM:
STEVEN B. WOLFSON, District Attorney

By: _____

Name:
Title:

**ATTACHMENT A
SCOPE OF WORK**

- A. CCOCME will participate in the following activities from September 1, 2019 through August 31, 2020 (“Period of Performance”):
- A.1 Abstract drug overdose death data into CDC web-based Secure Access Management Services database, enter data to initiate cases within 120 days of the date of death, with a target of entering 100% of identified cases each year.
 - A.2 Report number of drug overdose death cases abstracted to Health District’s designated epidemiologists, who will in turn report to state and community partners.
 - A.3 Update and maintain a Case Log of all drug overdose deaths within Clark County, Lincoln County, White Pine County and the southern portion of Nye County.
 - A.4 Identify barriers to stakeholder extraction of overdose death data and report to Health District or State Coordinator, as requested.
 - A.5 Participate in regularly scheduled calls with State Coordinator to discuss overdose death data, trends, outcomes, and workflow processes.
 - A.6 Conduct expanded toxicology testing of drug overdose cases and document results as part of SUDORS case abstraction.
 - A.7 Identify barriers to death certificate abstractions from the Office of Vital Records. Collect and report list of all data collection issues through Health District epidemiologists and provide to State Coordinator to assist in possible resolution.
 - A.8 Make reasonable efforts to attend necessary State approved national and local trainings as required to assist in the development and continued maintenance of SUDORS.
 - A.9 Assist in agency representation at relevant taskforces or workgroups.
 - A.10 Help streamline systems, software, and reporting processes that aid in real time analysis and data collection methods between the state, CCOCME, and Health District.
 - A.11 Unless express and specific written permission to exclude funding source information is obtained from Health District in advance, CCOCME will place a version of this attribution statement on project related materials, reports, presentations, and publications produced within the scope of this Agreement:

“This publication [such as a journal, article, report] was supported by the Nevada State Division of Public and Behavioral Health and the Southern Nevada Health District through Grant Number 1 NU17CE925001 funded by the Center for Disease Control and Prevention (“CDC”). Its contents are solely the responsibility of the authors and do not necessarily represent the official view of the Division, the Health District, nor the CDC.”
 - A.12 Prepare and submit programmatic reports as requested by Health District.
 - A.13 Work with Health District staff to ensure proper closout of Period of Performance.

**ATTACHMENT B
PAYMENT**

A. Payment to CCOCME:

A.1 CCOCME will be reimbursed for a total amount not-to-exceed \$61,200 for actual Services delivered from September 1, 2019 through August 31, 2020.

A.2 CCOCME will bill for Services actually provided up to the Not-to-Exceed Amount per category as detailed below:

Category	Not-to-Exceed Amount
Salary	\$10,002
Fringe Benefits	\$265
Consulting Services	\$12,000
Lab Testing to include expanded tox tests	\$38,933
Total Not-to-Exceed Amount:	<u>\$61,200</u>

A.3 Payments shall be based on approved CCOCME invoices submitted in accordance with this Agreement. No payments shall be made in excess of the total Not-to-Exceed amount for this Agreement.

A.4 CCOCME will not bill more frequently than monthly for the term of the Agreement. The invoice will itemize specific costs incurred for each allowable item as agreed upon by the Parties.

(a) Backup documentation including, but not limited to invoices, receipts, monthly reports, proof of payments or any other documentation requested by Health District is required, and shall be maintained by CCOCME in accordance with cost principles applicable to this Agreement.

(b) CCOCME invoices shall be signed by CCOCME’s official representative, and shall include a statement certifying that the invoice is a true and accurate billing.

(c) Cost principles contained in Uniform Guidance 2 CFR Part 200, Subpart E, shall be used as criteria in the determination of allowable costs.

A.5 CCOCME will not be eligible for compensation for Services provided before or after the date range specified in subsection A.1 above, unless express written authorization to bill for such Services is received from Health District.

A.6 Health District shall not be liable for interest charges on late payments.

A.7 In the event items on an invoice are disputed, payment on those items will be held until the dispute is resolved. Undisputed items will not be held.

ATTACHMENT C
ADDITIONAL GRANT INFORMATION AND REQUIREMENTS

As a sub-recipient of Grant funds, CCOCME agrees to ensure its compliance as applicable with the following:

A. GRANT-SPECIFIC REQUIREMENTS

- A.1 FUNDS INTENDED TO SUPPLEMENT.** Grant funds shall supplement and not supplant funds received from any other Federal, State or local program or any private sources of funds.
- A.2 GENERALLY ACCEPTED ACCOUNTING PRINCIPLES (“GAAP”).** CCOCME agrees to adopt and maintain a system of internal controls which results in the fiscal integrity and stability of its organization, including the use of GAAP.
- A.3 INSURANCE.** CCOCME will comply with state insurance requirements for general, professional, and automobile liability; workers’ compensation and employer’s liability. CCOCME will provide Health District with proof of current coverage upon request.
- A.4 NO SUBCONTRACTING PERMITTED.** CCOCME agrees that no portion of the Grant funds will be subcontracted without prior written approval from Health District unless expressly identified within this Agreement.
- A.5 AMERICANS WITH DISABILITIES ACT.** CCOCME agrees to comply with the Americans with Disabilities Act of 1990 (P.L. 101-136), 42 U.S.C. 12101, as amended, and regulations adopted thereunder contained in 28 CFR 26.101-36.999 inclusive, and any relevant program-specific regulations.
- A.6 COMPLIANCE WITH TITLE 2 OF THE CODE OF FEDERAL REGULATIONS AND GUIDANCE FROM OFFICE OF MANAGEMENT AND BUDGET.** As applicable, CCOCME agrees to comply with Title 2 of the Code of Federal Regulations, and any guidance in effect from the Office of Management and Budget (“OMB”).
- A.7 WORK ENVIRONMENT.** CCOCME agrees to provide a work environment in which the use of tobacco products, alcohol, and/or illegal drugs is prohibited.
- A.8 PROHIBITED ACTIVITIES.** CCOCME shall not use grant funds for any activities related to the following:
- (a) Any attempt to influence the outcome of any federal, state or local election, referendum, initiative or similar procedure, through in-kind or cash contributions, endorsements, publicity or a similar activity.
 - (b) Establishing, administering, contributing to or paying the expenses of a political party, campaign, political action committee or other organization established for the purpose of influencing the outcome of an election, referendum, initiative or similar procedure.
 - (c) Any attempt to influence:
 - The introduction or formulation of federal, state or local legislation; or

- The enactment or modification of any pending federal, state or local legislation, through communication with any member or employee of Congress, the Nevada Legislature or a local government entity responsible for enacting local legislation, including without limitation, efforts to influence state or local officials to engage in a similar lobbying activity, or through communication with any governmental official or employee in connection with a decision to sign or veto enrolled legislation.
- (d) Any attempt to influence the introduction, formulation, modification or enactment of a federal, state or local rule, regulation, executive order or any other program, policy or position of the United States Government, the State of Nevada or a local governmental entity through communication with any officer or employee of the United States Government, the State of Nevada or a local governmental entity, including, without limitation, efforts to influence state or local officials to engage in a similar lobbying activity.
- (e) Any attempt to influence:
- The enactment or modification of any pending federal, state or local legislation; or
 - The introduction, formulation, modification or enactment of a federal, state or local rule, regulation, executive order or any other program, policy or position of the United States Government, the State of Nevada or a local governmental entity, by preparing, distributing or using publicity or propaganda, or by urging members of the general public or any segment thereof to contribute to or participate in any mass demonstration, march, rally, fundraising drive, lobbying campaign or letter writing or telephone campaign.
- (f) Legislative liaison activities, including, without limitation, attendance at legislative sessions or committee hearings, gathering information regarding legislation and analyzing the effect of legislation, when such activities are carried on in support of or in knowing preparation for an effort to engage in an activity prohibited pursuant to subsections (a) through (e), inclusive.
- (g) Executive branch liaison activities, including, without limitation, attendance at hearings, gathering information regarding a rule, regulation, executive order or any other program, policy or position of the United States Government, the State of Nevada or a local governmental entity and analyzing the effect of the rule, regulation, executive order, program, policy or position, when such activities are carried on in support of or in knowing preparation for an effort to engage in an activity prohibited pursuant to subsections (a) through (e), inclusive.

A.9 CONFLICT OF INTEREST. CCOCME agrees to immediately disclose to Health District any existing or potential conflicts of interest relative to performance of the Services.

B. U.S. DEPARTMENT OF HEALTH AND HUMAN SERVICES (“HHS”) REQUIREMENTS. CCOCME agrees to ensure its compliance with applicable terms and conditions contained within the HHS Grants Policy Statement, as may be supplemented by federal Acts of Congress or

Executive Orders from time to time, and is available online at <http://www.hhs.gov/sites/default/files/grants/grants/policies-regulations/hhsgps107.pdf>. Applicable terms and conditions may include, but not be limited to, the following:

- B.1 **ACTIVITIES ABROAD.** CCOCME must ensure that project activities carried on outside the United States are coordinated as necessary with appropriate government authorities and that appropriate licenses, permits, or approvals are obtained.
- B.2 **AGE DISCRIMINATION.** The Age Discrimination Act of 1975, 42 U.S.C. 6101 et seq., prohibits discrimination on the basis of age in any program or activity receiving Federal financial assistance. The HHS implementing regulations are codified at 45 CFR part 91.
- B.3 **CIVIL RIGHTS ACT OF 1964.** Title VI of the Civil Rights Act of 1964, 42 U.S.C. 2000d et seq., provides that no person in the United States will, on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving Federal financial assistance. The HHS implementing regulations are codified at 45 CFR part 80.
- B.4 **CONTROLLED SUBSTANCES.** CCOCME is prohibited from knowingly using appropriated funds to support activities that promote the legalization of any drug or other substance included in Schedule I of the schedule of controlled substances established by section 202 of the Controlled Substances Act, 21 U.S.C. 812. This limitation does not apply if the subrecipient notifies the GMO that there is significant medical evidence of a therapeutic advantage to the use of such drug or other substance or that federally sponsored clinical trials are being conducted to determine therapeutic advantage.

If controlled substances are proposed to be administered as part of a research protocol or if research is to be conducted on the drugs themselves, applicants/recipients must ensure that the DEA requirements, including registration, inspection, and certification, as applicable, are met. Regional DEA offices can supply forms and information concerning the type of registration required for a particular substance for research use. The main registration office in Washington, DC, may be reached at 800-882-9539. Information also is available from the National Institute on Drug Abuse at 301-443-6300.

- B.5 **EDUCATION AMENDMENTS OF 1972.** Title IX of the Education Amendments of 1972, 20 U.S.C. 1681, 1682, 1683, 1685, and 1686, provides that no person in the United States will, on the basis of sex, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any educational program or activity receiving Federal financial assistance. The HHS implementing regulations are codified at 45 CFR part 86.
- B.6 **LIMITED ENGLISH PROFICIENCY.** Recipients of Federal financial assistance must take reasonable steps to ensure that people with limited English proficiency have meaningful access to health and social services and that there is effective communication between the service provider and individuals with limited English proficiency. To clarify existing legal requirements, HHS published "Guidance to Federal Financial Assistance Recipients Regarding Title VI Prohibition Against

National Origin Discrimination Affecting Limited English Proficient Persons.” This guidance, which is available at <http://www.hhs.gov/ocr/lep/revisedlep.html>, provides a description of the factors that recipients should consider in determining and fulfilling their responsibilities to individuals with limited English proficiency under Title VI of the Civil Rights Act of 1964.

B.7 PRO-CHILDREN ACT. The Pro-Children Act of 1994, 20 U.S.C. 7183, imposes restrictions on smoking in facilities where federally funded children’s services are provided. HHS grants are subject to these requirements only if they meet the Act’s specified coverage. The Act specifies that smoking is prohibited in any indoor facility (owned, leased, or contracted for) used for the routine or regular provision of kindergarten, elementary, or secondary education or library services to children under the age of 18. In addition, smoking is prohibited in any indoor facility or portion of a facility (owned, leased, or contracted for) used for the routine or regular provision of federally funded health care, day care, or early childhood development, including Head Start services to children under the age of 18. The statutory prohibition also applies if such facilities are constructed, operated, or maintained with Federal funds. The statute does not apply to children’s services provided in private residences, facilities funded solely by Medicare or Medicaid funds, portions of facilities used for inpatient drug or alcohol treatment, or facilities where WIC coupons are redeemed. Failure to comply with the provisions of the law may result in the imposition of a civil monetary penalty of up to \$1,000 per violation and/or the imposition of an administrative compliance order on the responsible entity. Any questions concerning the applicability of these provisions to an HHS grant should be directed to the GMO.

B.8 PUBLIC HEALTH SECURITY AND BIOTERRORISM PREPAREDNESS AND RESPONSE ACT. The Public Health Security and Bioterrorism Preparedness and Response Act of 2002, 42 U.S.C. 201 Note, is designed to provide protection against misuse of select agents and toxins, whether inadvertent or the result of terrorist acts against the U.S. homeland, or other criminal acts (see 42 U.S.C. 262a). The act was implemented, in part, through regulations published by CDC at 42 CFR part 73, Select Agents and Toxins. Copies of these regulations are available from the Import Permit Program and the Select Agent Program, respectively, CDC, 1600 Clifton Road, MS E-79, Atlanta, GA 30333; telephone: 404-498-2255. These regulations also are available at <http://www.cdc.gov/od/ohs/biosfty/shipregs.htm>.

Research involving select agents and recombinant DNA molecules also is subject to the NIH Guidelines for Research Involving DNA Molecules (see “Guidelines for Research Involving DNA Molecules and Human Gene Transfer Research” in this section).

B.9 REHABILITATION ACT OF 1973. Section 504 of the Rehabilitation Act of 1973, 29 U.S.C. 794, as amended, provides that no otherwise qualified handicapped individual in the United States will, solely by reason of the handicap, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving Federal financial assistance. These requirements pertain to the provision of benefits or services as well as to employment. The HHS implementing regulations are codified at 45 CFR parts 84 and 85.

- B.10 RESOURCE CONSERVATION AND RECOVERY ACT.** Under RCRA (42 U.S.C. 6901 et seq.), any State agency or agency of a political subdivision of a State using appropriated Federal funds must comply with 42 U.S.C. 6962. This includes State and local institutions of higher education or hospitals that receive direct HHS awards. Section 6962 requires that preference be given in procurement programs to the purchase of specific products containing recycled materials identified in guidelines developed by EPA (40 CFR parts 247–254).
- B.11 RESTRICTION ON FUNDING ABORTIONS.** HHS funds may not be spent for an abortion.
- B.12 RESTRICTION ON DISTRIBUTION OF STERILE NEEDLES/NEEDLE EXCHANGE,** as amended by the Consolidated Appropriations Act of 2016. Funds appropriated for HHS may not be used to carry out any program of distributing sterile needles or syringes for the hypodermic injection of any illegal drug; provided that, pursuant to the Consolidation Appropriations Act of 2016, such limitation does not apply to the use of funds for elements of a program other than making such purchases if the relevant state or local health department, in consultation with the CDC, determines that the state or local jurisdiction, as applicable, is experiencing, or is at risk for, a significant increase in hepatitis infections or an HIV outbreak due to injection drug use, and such program is operating in accordance with state and local law.
- B.13 UNIFORM RELOCATION ACT AND REAL PROPERTY ACQUISITION POLICIES ACT.** The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (the Uniform Relocation Act), 42 U.S.C. 4601 et seq., applies to all programs or projects undertaken by Federal agencies or with Federal financial assistance that cause the displacement of any person.
- The HHS requirements for complying with the Uniform Relocation Act are set forth in 49 CFR part 24. Those regulations include uniform policies and procedures regarding treatment of displaced people. They encourage entities to negotiate promptly and amicably with property owners so property owners’ interests are protected and litigation can be avoided.
- B.14 U.S. FLAG AIR CARRIER.** Subrecipients must comply with the requirement that U.S. flag air carriers be used by domestic recipients to the maximum extent possible when commercial air transportation is the means of travel between the United States and a foreign country or between foreign countries. This requirement must not be influenced by factors of cost, convenience, or personal travel preference. The cost of travel under a ticket issued by a U.S. flag air carrier that leases space on a foreign air carrier under a code-sharing agreement is allowable if the purchase is in accordance with GSA regulations on U.S. flag air carriers and code shares (see http://www.gsa.gov/gsa/cm_attachments/GSA_DOCUMENT/110304_FTR_R2QA53_0Z5RDZ-i34K-pR.pdf). (A code-sharing agreement is an arrangement between a U.S. flag carrier and a foreign air carrier in which the U.S. flag carrier provides passenger service on the foreign air carrier’s regularly scheduled commercial flights.)
- B.15 U.S.A. PATRIOT ACT.** The Uniting and Strengthening America by Providing Appropriate Tools Required to Intercept and Obstruct Terrorism Act (USA PATRIOT Act) amends 18 U.S.C. 175–175c. Among other things, it prescribes criminal penalties

for possession of any biological agent, toxin, or delivery system of a type or in a quantity that is not reasonably justified by a prophylactic, protective, bona fide research, or other peaceful purpose. The act also establishes restrictions on access to specified materials. "Restricted persons," as defined by the act, may not possess, ship, transport, or receive any biological agent or toxin that is listed as a select agent (see "Public Health Security and Bioterrorism Preparedness and Response Act" in this subsection).

- C. In addition to federal laws, regulations and policies, CCOCME agrees to ensure its compliance as applicable with the CDC's General Terms and Conditions for Non-Research Grants and Cooperative Agreements, located at <https://www.cdc.gov/grants/documents/General-Terms-and-Conditions-Non-Research-Awards.pdf>.
- D. **COMPLIANCE WITH UNIFORM GUIDANCE PROCUREMENT STANDARDS.** CCOCME agrees to follow and comply with 2 CFR §§200.318 General Procurement Standards through 200.326 Contract Provisions as applicable.
- E. **UNIFORM GUIDANCE CONTRACT PROVISIONS.** In accordance with 2 CFR Part 200 Appendix II to Part 200—Contract Provisions for Non-Federal Entities, CCOCME agrees to follow and comply with all applicable contract provisions contained therein. These provisions may include the following:
 - E.1 **REMEDIES.** Contracts for more than the simplified acquisition threshold currently set at \$250,000, 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.
 - E.2 **TERMINATION.** All federally funded 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.
 - E.3 **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."
 - E.4 **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.5 **CONTRACT WORK HOURS AND SAFETY STANDARDS ACT (40 U.S.C. 3701-3708).** Where applicable, all contracts awarded by a 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.
- E.6 **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.
- E.7 **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).

- E.8 ENERGY EFFICIENCY. The Parties will comply with mandatory standards and policies relating to energy efficiency, which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (42 U.S.C. 6201).
- E.9 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 Excluded Parties List System 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.” The Excluded Parties List System in SAM 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.
- (a) Furthermore, each of CCOCME’s vendors and sub-contractors will certify that to the best of its respective knowledge and belief, that it and its principals are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency.
- E.10 BYRD ANTI-LOBBYING AMENDMENT (31 U.S.C. 1352)—Contractors that apply or bid for an award of \$100,000 or more 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.
- E.11 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 by 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.