






TO: SOUTHERN NEVADA DISTRICT BOARD OF HEALTH **DATE: April 23rd, 2020**

RE: *Approval of Interlocal Service Agreement between Southern Nevada Health District and the Las Vegas Metropolitan Police Department.*

PETITION # 38-20

That the Southern Nevada District Board of Health *approve the Interlocal Service Agreement C20000093, between the Southern Nevada Health District (SNHD) and the Las Vegas Metropolitan Police Department to collaborate on training and enhancement related to pre-arrest and pre-trial diversion for those with substance use and those vulnerable to overdose.*

PETITIONERS:

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

DISCUSSION:

This is an agreement to support and collaborate with the Las Vegas Metropolitan Police Department's Law Enforcement Assisted Diversion (LEAD) Program to expand their training programs through internal capacity building.

FUNDING:

This agreement will provide funding to the Las Vegas Metropolitan Police Department for their collaboration in the Overdose Data to Action Project. This is direct funding from federal grant dollars, CDC ODTA 1 NU17Ce925002-01-00



**INTERLOCAL AGREEMENT FOR
PROFESSIONAL SERVICES
BETWEEN
SOUTHERN NEVADA HEALTH DISTRICT
AND
LAS VEGAS METROPOLITAN POLICE DEPARTMENT
C2000093**

This Interlocal Agreement for Professional Services ("Agreement") is made and entered into between the Southern Nevada Health District ("Health District") and Las Vegas Metropolitan Police Department ("LVMPD") (individually "Party" and 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 ("NRS"), Chapter 439 with jurisdiction over all public health matters within Clark County, Nevada; and

WHEREAS, LVMPD is a law enforcement agency created pursuant to NRS Chapter 280, serving the residents of the City of Las Vegas and unincorporated areas of Clark County, in addition to visitors to those locations; and

WHEREAS, Health District desires to obtain professional services in support of a federal grant received from the Centers for Disease Control and Prevention ("CDC"), which is an operating division of the U.S. Department of Health and Human Services ("HHS"), Federal Award Identification Number NU17CE925002, CFDA Number 93.136 – Injury Prevention and Control Research and State Community Based Programs, awarded August 12, 2019, with a total amount awarded to Health District of \$2,967,392 (the "Grant"); and

WHEREAS, as part of the CDC's Overdose Data to Action Program, Health District will develop a partnership with LVMPD to support the training and education of LVMPD's Office of Community Engagement Diversion Program ("DP") team members through attendance of national conferences and site visits to enhance innovation of diversion, prevention and treatment methods to reduce community drug overdose risk; and

WHEREAS, as a subrecipient of Grant funds, LVMPD represents it has the expertise, qualifications and resources available to support the above services as required.

NOW THEREFORE, the Parties mutually agree as follows:

- 1) **TERM, TERMINATION, AND AMENDMENT.** This Agreement shall be effective from January

1, 2020 through August 31, 2020, unless sooner terminated by either Party as set forth in this Agreement. This Agreement may be extended by three (3) additional one-year periods upon mutual written agreement by the Parties.

- 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, LVMPD will be entitled to payment for services provided prior to date of termination and for which LVMPD 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 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.** LVMPD shall complete the Services in a professional and timely manner consistent with the Scope of Work outlined in Attachment A. LVMPD will be reimbursed for actual expenses incurred as provided in Attachment B: Payment. The total not-to-exceed amount of this Agreement is \$44,765, all of which is funded by the Grant described on the first page of this Agreement; this accounts for 100% of the total funding for the term of the Agreement.
- 4) **STATUS OF PARTIES; INDEPENDENT CONTRACTOR.** LVMPD will provide Services to Health District under this Agreement as an independent contractor. Nothing in this Agreement or the relationship between Health District and LVMPD will be construed to create a joint venture or partnership, or the relationship of principal and agent, or employer and employee, or to create a co-employment or joint employer relationship.
- 5) **FISCAL MONITORING AND ADMINISTRATIVE REVIEW OF ADVERSE FINDINGS.** Health District may, at its discretion, and during LVMPD's regular business hours, conduct a fiscal monitoring of LVMPD at any time during the term of the Agreement. LVMPD will be notified in writing at least two (2) weeks prior to the visit, outlining documents that must be available prior to Health District's visit. In the event a regulatory body requests access to LVMPD records for fiscal monitoring, Health District will provide as much advance written notice to LVMPD as is reasonably possible. Health District shall notify LVMPD 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. LVMPD 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 LVMPD in writing.

6) FEDERAL AUDIT REQUIREMENTS WITH SUBRECIPIENTS RECEIVING AWARDS FROM HEALTH DISTRICT.

- 6.01** LVMPD 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.
- 6.02** If LVMPD is a local government or non-profit organization that expends \$750,000 or more in federal awards during its fiscal year, the LVMPD is required to provide the appropriate single or program-specific audit in accordance with provisions outlined in 2 CFR §200.501.
- 6.03** If LVMPD 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").
- 6.04** LVMPD must send a copy of the confirmation from the Federal Audit Clearinghouse to contracts@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.
- 6.05** LVMPD is responsible for obtaining the necessary audit and securing the services of a certified public accountant or independent governmental auditor.
- 6.06** Audit documentation and audit reports must be retained by LVMPD's auditor for a minimum of five years from the date of issuance of the audit report, unless the LVMPD'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.

7) BOOKS AND RECORDS.

- 7.01** 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/or judicial proceedings which may ensue.

7.02 Health District shall, at all reasonable times, have access to LVMPD's records, calculations, presentations and reports for inspection and reproduction.

- 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

Las Vegas Metropolitan Police Department
Attn: Gillian Culver
Budget Section
400 S. Martin L. King Boulevard, Bldg B
Las Vegas, NV 89106

- 9) **CONFIDENTIALITY.** No protected health information as that term is defined in the Health Insurance and Portability and Accountability Act of 1996, as it may be amended from time to time, or personally identifiable information will be shared with LVMPD during the course of this Agreement. Accordingly, no Business Associate Agreement is required. Consistent with state and federal privacy laws, LVMPD will at all times have in place procedures to ensure the privacy and maintain the confidentiality of any Health District information with at least the same degree of care as it maintains the confidentiality of its own confidential information of like importance. No such confidential information will be released to any third party without Health District's prior written consent

- 10) **MUTUAL COOPERATION.** Each Party shall fully cooperate with the other in the furtherance of this Agreement, and will 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 additional actions or sign any additional documents as is reasonably necessary, appropriate, or convenient to achieve the purposes of this Agreement.

- 11) **BREACH; REMEDIES.** Failure of either Party to perform any obligation of this Agreement shall be deemed a breach. Except as otherwise provided for by law or this Agreement, the rights and remedies of the Parties shall not be exclusive and are in addition to any other rights and remedies provided by law or equity, including but not limited to actual damages, and to a prevailing Party, the right to seek reasonable attorneys' fees and costs.

- 12) **WAIVER OF BREACH.** Failure to declare a breach or the actual waiver of any particular breach of the Agreement or its material or nonmaterial terms by either Party shall not operate as a waiver by such Party of any of its rights or remedies as to any other breach.

- 13) **GENERAL PROVISIONS.**

13.01 **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.

- 13.02 **ASSIGNMENT.** LVMPD shall not assign, transfer, or delegate any rights, obligations or duties under this Agreement without the Health District's prior written consent.
- 13.03 **USE OF NAME AND LOGO.** LVMPD 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. LVMPD 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, LVMPD's right to use the Health District's name and/or logo.
- 13.04 **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.
- 13.05 **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).
- 13.06 **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.
- 13.07 **COMPLIANCE WITH LEGAL OBLIGATIONS.** LVMPD 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.
- 13.08 **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.
- 13.09 **EXCLUSIVITY.** This Agreement is non-exclusive and both Parties remain free to enter into similar agreements with third parties. LVMPD may, during the term of this Agreement or any extension thereof, perform services for any other clients, persons, or companies as LVMPD sees fit, so long as the performance of such

services does not interfere with LVMPD's performance of obligations under this Agreement, and does not, in the opinion of Health District, create a conflict of interest.

- 13.10 LIMITED LIABILITY. The Parties will not waive and intends 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.
- 13.11 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.
- 13.12 INDEMNIFICATION. The Parties do not waive any right or defense to indemnification that may exist in law or equity.
- 13.13 PUBLIC RECORDS. The Parties are public entities subject to Nevada's Public Records Act pursuant to NRS Chapter 239. Accordingly, 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.
- 13.14 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.
- 13.15 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.

[SIGNATURE PAGE TO FOLLOW]

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

SOUTHERN NEVADA HEALTH DISTRICT

**LAS VEGAS METROPOLITAN
POLICE DEPARTMENT**

By: _____

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

By: _____

Joseph Lombardo, Sheriff
LVMPD DUNS: 085425762

Date: _____

Date: _____

APPROVED AS TO FORM:

By:  _____

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

ATTACHMENT A
Scope of Work
Performance Period January 1, 2020 - August 31, 2020

A. Description of Services and Deliverables

A.1 As a subrecipient of Grant funds, LVMPD agrees to provide the following services and reports according to the identified timeframes:

Objective	Activities	Outputs	Due Date	Evaluation
1. Goal 1: The Office of Community Engagement officers will receive training and education on prescription drugs, opioids, and other illicit drugs, including trends and best practices.				
1.1 Office of Community Engagement ("OCE") employees will travel to the Rx Drug Abuse and Heroin Summit Conference in Memphis, TN	1.1.1 LVMPD officers will meet with site coordinator to exchange ideas and input on programs and to observe program activities while identifying gaps of potential problems before implementation.	# of officers attended	April 2020	Quarterly report Copy of agenda
1.2 OCE employees will travel to the National Conference on Addiction Disorders in Anaheim, CA.	1.2.1 LVMPD officers will attend educational events to attend annual gatherings for stakeholders to discuss what is working in diversion, prevention and treatment.	# of officers attended	July 2020	Quarterly report Copy of agenda

Objective	Activities	Outputs	Due Date	Evaluation
2. Goal 2: OCE officers will travel to DP sites to receive technical assistance, training, and education on how to properly implement DP services.				
2.1 OCE employees will travel to Albany, NY, to meet with the Albany Police Department.	2.1.1 LVMPD officers will meet with site coordinator to exchange ideas and input on programs and to observe program activities while identifying gaps of potential problems before implementation.	# of officers attended	By August 31, 2020	Quarterly report Summary of site visit
2.2 OCE employees will travel to Seattle, WA, to meet with the Seattle Police Department.	2.2.1 LVMPD officers will receive training for new DP members from hands-on-experienced personnel from other sites	# of officers attended	By August 31, 2020	Quarterly report Summary of site visit
2.3 OCE employees will travel to Portland, OR, to meet with the Portland Police Department.	2.2.1 LVMPD officers will observe case managers providing needs assessments, including substance use disorder screenings to identify DP eligible participants and connect them to appropriate services and resources.	# of officers attended	By August 31, 2020	Quarterly report Summary of site visit

Objective	Activities	Outputs	Due Date	Evaluation
3. Goal 3: OCE officers will begin training other officers assigned to area commands.				
3.1 OCE employees will train patrol officers about non-violent drug offenders.	3.1.1 OCE will utilize training obtained from other operating sites for "train the trainer" sessions to educate all of the patrol officers assigned to each of the 10 area command. Visits will be made to each patrol briefing. Training material will be made available in University of Metro Las Vegas.	# of officers trained as a "train the trainer" # of officers trained per area command	Ongoing through performance period.	Training sign in sheets List of # trained by command

Objective	Activities	Outputs	Due Date	Evaluation
4. Goal 4: The DP program will capture success of trainings by capturing pre-arrest diversions and recidivism outcomes by area command.				
4.1 Assess impact of trainings on diversion outcomes	4.1.1 The DP program will report on diversion outcomes to determine the success of training expansion	# of individuals enrolled in the diversion programs (pre-arrest or pre-trial) before trainings were conducted # individuals enrolled after trainings were conducted	Quarterly	Quarterly report of outcomes
4.2 Assess impact of trainings on recidivism	4.2.1 The DP program will report on recidivism of those who enroll in the diversion program	# of individuals re-arrested after initial enrollment before trainings were conducted # individuals re-arrested after enrollment post-trainings	Quarterly	Quarterly report of outcomes

- A.2 LVMPD will submit programmatic reports on time, and as directed by Health District project staff. All programmatic and financial reports will be reviewed by Health District project staff to ensure LVMPD is on track with project deliverables.
- A.3 LVMPD will work closely with Health District project staff to ensure proper close-out of Grant related obligations.

**ATTACHMENT B
PAYMENT**

- A. Payments to LVMPD during Performance Period January 1, 2020 through August 31, 2020 are not-to-exceed \$44,765.

Description	Not-to-Exceed Amount
Travel	\$40,573
Out-of-state travel—Rx Drug Abuse and Heroin Summit Conference, 4 trips at \$2,527 each for a not-to-exceed total of \$10,106	
Out-of-state travel—National Conference on Addiction Disorders, 4 trips at \$1,734 each for a not-to-exceed total of \$6,936	
Out-of-state travel—Site Visit, Albany, NY, 4 trips at \$1,919 each for a not-to-exceed total of \$7,674	
Out-of-state travel—Site Visit, Seattle, WA, 4 trips at \$2,297 each for a not-to-exceed total of \$9,189	
Out-of-state travel—Site Visit, Portland, OR, 4 trips at \$1,667 each for a not-to-exceed total of \$6,668	
Other	\$4,192
RX Drug Abuse and Heroin Summit Conference Fees, 4 registrations at \$599/each, for a not-to-exceed total of \$2,396	
National Conference on Addiction Disorders Conference Fees, 4 registrations at \$449/each, for a not-to-exceed total of \$1,796	
Total not-to-exceed amount available for reimbursement to LVMPD from January 1, 2020 through August 31, 2020	\$44,765

- A.1 Payments shall be based on approved LVMPD invoices submitted in accordance with this Agreement. No payments will be made in excess of the not-to-exceed amount of this Agreement.
- A.2 Expenses incurred by LVMPD after the end date of the Performance Period will not be eligible for reimbursement from funds allocated to this Performance Period.

- A.3 LVMPD will not bill more frequently than monthly for the term of the Agreement. Each invoice will itemize specific costs incurred for each allowable item as agreed upon by the Parties as identified in the Agreement.**
- (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 the LVMPD in accordance with cost principles applicable to this Agreement.**
 - (b) LVMPD invoices shall be signed by the LVMPD's official representative, and shall include a statement certifying that the invoice is a true and accurate billing.**
 - (c) Invoices are subject to approval by Health District project and fiscal staff.**
 - (d) Cost principles contained in Uniform Guidance 2 CFR Part 200, Subpart E, shall be used as criteria in the determination of allowable costs.**
- A.4 Health District will not be liable for interest charges on late payments.**
- A.5 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 with disputed items.**

ATTACHMENT C
ADDITIONAL GRANT INFORMATION AND REQUIREMENTS

A. As a subrecipient of Grant funds, LVMPD agrees to ensure its compliance with the following Grant specific requirements:

- A.1 Grant funds will not be used to supplant existing financial support for LVMPD programs.
- A.2 Consistent with 45 CFR 75.113, subrecipients must disclose, in a timely manner in writing to the Health District, the CDC, and the HHS Office of the Inspector General, all information related to violations of federal criminal law involving fraud, bribery, or gratuity violations. Disclosures must be sent in writing to the Health District, the CDC, and to HHS OIG at the following addresses:

Southern Nevada Health District
Legal Department, Attention: Sr. Compliance Specialist
280 S. Decatur Blvd.
Las Vegas, NV 89107

AND

CDC, Office of Grants Services
LaQuanda Lewis, Grants Management Specialist
Centers for Disease Control and Prevention
OD, Environmental, Occupational Health & Injury Prevention Services Branch
2939 Flowers Rd
Atlanta, GA 30341
Email: hrf6@cdc.gov (Include "Mandatory Grant Disclosures" in subject line)

AND

U.S. Department of Health and Human Services
Office of the Inspector General
ATTN: Mandatory Grant Disclosures, Intake Coordinator
330 Independence Avenue, SW
Cohen Building, Room 5527
Washington, DC 20201
FAX: (202) 205-0604 (Include "Mandatory Grant Disclosures" in subject line) or
Email: MandatoryGranteeDisclosures@oig.hhs.gov

Failure to make required disclosures can result in any of the remedies described in 45 CFR 75.371. Remedies for noncompliance, including suspension or debarment (See 2 CFR parts 180 and 376, and 31 U.S.C. 3321).

B. In addition to federal laws, regulations and policies, LVMPD agrees to ensure its compliance as applicable with the CDC's General Terms and Conditions for Non-Research awards

located at:

<https://www.cdc.gov/grants/federalregulationpolicies/index.html>.

C. LVMPD agrees to ensure its compliance as applicable with the following provisions of Notice of Funding Opportunity CE19-1904 Overdose Data to Action (“NOFO”) Terms and Conditions:

C.1 The SAM is the primary registrant database for the federal government and the repository into which an entity must submit information required to conduct business as a recipient. LVMPD must register with SAM, and be assigned a SAM number. All information relevant to the SAM number must be current at all times until a final financial report is submitted or the final payment is received, whichever is later. The SAM registration process can require 10 or more business days, and registration must be renewed annually. Additional information about registration procedures may be found at www.SAM.gov.

C.2 LVMPD must comply with the administrative and public policy requirements outlined in 45 CFR Part 75 and the HHS Grants Policy Statement (see below Section F of this Attachment C), as appropriate. Brief descriptions of relevant provisions are available at <http://www.cdc.gov/grants/additionalrequirements/index.html#ui-id-17>.

(a) The full text of the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for HHS Awards, 45 CFR 75, can be found at:
<https://www.ecfr.gov/cgi-bin/text-idx?node=pt45.1.75>

C.3 Surveillance Activities. Recipients must meet reporting timelines for the Surveillance Strategies as outlined in the NOFO. LVMPD agrees to support Health District as necessary to ensure timely reporting. Failure to meet reporting timelines for the selected tier and selected optional activities will result in a corrective action letter from the CDC Project Officer. Failure to meet reporting timelines may also result in a restriction of funds equal to the difference between the selected surveillance tier level and the level that reflects the recipients’ reporting capabilities, or for the amount of the optional activity.

C.4 Unallowable Activities. Please note that the following activities are NOT allowable:

- Prohibited purchases: Naloxone/Narcan, syringes, fentanyl test strips, harm reduction kits, furniture or equipment (generally, but note that vehicles may be allowable expenses for linkage to care activities). Harm reduction and linkage to care activities are acceptable as long as they are not prohibited purchases.
- HIV/HCV/other STD/STI testing.
- Drug disposal. This includes Implementing or expanding drug disposal programs or drug take back programs, drug drop box, drug disposal bags.
- The provision of medical/clinical care.
- Wastewater analysis, including testing vendors, sewage testing and wastewater testing.

- Research.
- Direct funding or expanding the provision of substance abuse treatment.
- Development of educational materials on safe injection.
- The prevention of Adverse Childhood Experiences (ACEs) as a stand-alone activity. However, activities related to ACEs are allowable if they pertain to establishing linkage to care, or to providing training to public safety and first responders on trauma-informed care.
- Public safety activities that do not include clear overlap/collaboration with public health partner and objectives.

C.5 PDMP Data Sharing System. For the purposes of this condition, a “PDMP system” is a local- or state-based data system that received federal financial assistance since 2002 under an award under this program for the reporting, collection, and use of PDMP data. “PDMP data” means controlled substance or prescription data. “The PDMP hub” means Bureau of Justice Assistance (“BJA”) designated PDMP data sharing system.

- (a) The Health District must ensure that the Health District’s PDMP system has the capacity to exchange data with other PDMP systems via the PDMP hub. The Health District must allow other PDMP systems to exchange data via a direct connection to the PDMP hub with the recipient’s system at no cost to the other PDMP systems or the federal government and regardless of what interstate data exchange system the Health District chooses to use.
 - (i) The Health District must ensure that this requirement is reflected in all contracts or subawards, at any tier, with any procurement contractor or subrecipient, at any tier, under this Grant award.
- (b) The Health District must ensure that all contracts or subawards, at any tier, with any procurement contractor or subrecipient, at any tier, working on the recipient’s PDMP system provides the recipient with the option to use and connect to the PDMP hub to exchange PDMP data at the lower of (1) actual cost; or (2) what would be (or in fact is) charged by the procurement contractor or subrecipient for the use of any data exchange hub substantially equivalent to the PDMP hub.
- (c) Within ninety (90) days of accepting the Grant award, the Health District must inform BJA of whether its PDMP system is connected to the PDMP hub or not. Failure to connect to BJA’s designated PDMP data sharing hub may result in a failure to comply with the terms and conditions of the award. Additional conditions, and possibly other actions, such as temporary withholding of payments pending correction, may be imposed in accordance with applicable award regulations.
- (d) The Health District must notify BJA in writing within seven (7) business days if the connection to the PDMP hub experiences a sustained interruption of service lasting longer than six (6) hours.

- (e) Nothing in this condition prohibits the Health District from using or not using any data exchange system that is otherwise consistent with the requirements of this award (including those contained in this condition).
 - (i) The provisions of this condition must be included in any subaward (at any tier).
- D. COMPLIANCE WITH UNIFORM GUIDANCE PROCUREMENT STANDARDS. LVMPD 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, LVMPD 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 entity 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.** LVMPD 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 LVMPD’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.

- F. HHS SPECIFIC REQUIREMENTS. LVMPD agrees to comply as applicable with Uniform Guidance Requirements, Cost Principles, and Audit Requirements for HHS awards, codified at 45 CFR Part 75. LVMPD further agrees to ensure its compliance with applicable terms and conditions contained within the HHS Grants Policy Statement, which 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:

- F.1 ACTIVITIES ABROAD. LVMPD 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.
- F.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.
- F.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.
- F.4 CONTROLLED SUBSTANCES. LVMPD 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.

- F.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.

- F.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.
- F.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.
- F.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).

- F.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.
- F.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).
- F.11 RESTRICTION ON FUNDING ABORTIONS.** HHS funds may not be spent for an abortion.
- F.12 RESTRICTION ON DISTRIBUTION OF STERILE NEEDLES/NEEDLE EXCHANGE.** 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.
- F.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.

- F.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_OZ5RDZ-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.)

- F.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).