



TO: SOUTHERN NEVADA DISTRICT BOARD OF HEALTH DATE: November 18, 2021

RE: *Approval of extension of the Interlocal Service Agreement between Southern Nevada Health District and the Las Vegas Metropolitan Police Department, Year 3 funding.*

PETITION # 20-22

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:

Victoria Burris, MPH, Communicable Disease Manager *VB*
Cassius Lockett, PhD, Director of Disease Surveillance and Control *CL*
Fermin Leguen, MD, MPH, Chief Health Officer *FL*

DISCUSSION:

This is an extended agreement to support and collaborate with the Las Vegas Metropolitan Police Department's Law Enforcement Intervention for Mental Health and Addition (LIMA) 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 NU17CE925002-03-00



**AMENDMENT A02 TO
INTERLOCAL AGREEMENT FOR
PROFESSIONAL SERVICES
BETWEEN
SOUTHERN NEVADA HEALTH DISTRICT
AND
LAS VEGAS METROPOLITAN POLICE DEPARTMENT
C2000093**

THIS AMENDMENT A02 IS MADE WITH REFERENCE TO Interlocal Agreement for Professional Services (“Agreement”), Effective Date January 1, 2020, and as amended on August 10, 2020, by and between between the Southern Nevada Health District (“Health District”) and Las Vegas Metropolitan Police Department (“LVMPD”) (individually “Party” and collectively “Parties”)

WHEREAS, LVMPD desires to continue its educational learning and training, as well as the opportunity to purchase program related equipment; and

WHEREAS, the Parties mutually desire to amend the Agreement for the purpose adding additional funds and extending the expiration date.

NOW, THEREFORE, pursuant to Subsection 1.05 of the Agreement, the Parties mutually agree to amend the Agreement as follows:

- 1) The fourth paragraph on the first page of the Agreement is hereby deleted in its entirety and replaced with the following:

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, program entitled Southern Nevada Health District Overdose Data to Action (SNHD-ODTA) Project (the “Project”), awarded August 6, 2021, with a total amount awarded to Health District of \$2,265,344 (the “Grant”); and

- 2) The first sentence of the first paragraph of Section 1, Term, Termination, and Amendment is hereby amended to extend the end date through August 31, 2022.
- 3) Section 2, Incorporated Documents, is hereby deleted in its entirety and replaced with the following:
 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-A02: SCOPE OF WORK

ATTACHMENT B-A02: PAYMENT

ATTACHMENT C-A02: ADDITIONAL GRANT INFORMATION AND REQUIREMENTS

- 4) Section 3, Compensation, is increased by \$40,000, from \$42,468 to \$82,468. Section 3 is hereby deleted in its entirety and replaced with the following:
 3. COMPENSATION. LVMPD shall complete the Services in a professional and timely manner consistent with the Scope of Work outlined in Attachment A-A02. LVMPD will be reimbursed for actual expenses incurred as provided in Attachment B-A02: Payment. The total not-to-exceed amount of this Agreement is \$82,468, 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.
- 5) Attachment A-A01, Scope of Work, is hereby deleted in its entirety and replaced with Attachment A-A02, which is attached hereto and expressly incorporated by reference herein.
- 6) Attachment B-A01, Payment, is hereby deleted in its entirety and replaced with Attachment B-A02, which is attached hereto and expressly incorporated by reference herein.
- 7) Attachment C, Additional Grant Information and Requirements, is hereby deleted in its entirety and replaced with Attachment C-A02, which is attached hereto and expressly incorporated by reference herein.

This Amendment A02 is effective as of the date of the last signature affixed hereto.

Except as expressly provided in this Amendment A02, all the terms and provisions of the Agreement are and will remain in full force and effect and are hereby ratified and confirmed by the Parties.

[SIGNATURE PAGE TO FOLLOW]

BY SIGNING BELOW, the Parties hereto have approved and executed this Amendment A02 to Agreement C2000093.

SOUTHERN NEVADA HEALTH DISTRICT

**LAS VEGAS METROPOLITAN
POLICE DEPARTMENT**

By: _____

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

By: _____

Joseph Lombardo, Sheriff
LVMPD DUNS: 085425762

Date: _____

Date: _____

APPROVED AS TO FORM:

**This document is approved as to form;
signature to be affixed after Board of
Health approval**

By: _____

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

ATTACHMENT A-A02
Scope of Work

A. Description of Services and Deliverables

A.1 For Performance Period September 1, 2021 through August 31, 2022, and as a subrecipient of Grant funds, LVMPD agrees to provide the following services and reports according to the identified timeframes. Quarterly site visits will coincide with quarterly report due dates of December 15, 2021, March 15, 2022, June 15, 2022 and September 15, 2022:

<u>Objective</u>	<u>Activities</u>	<u>Outputs</u>	<u>Due Date</u>	<u>Evaluation</u>
Goal 1: The Office of Community Engagement Behavioral Health Unit 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 & Heroin Summit Conference in Memphis, TN.	1.1.1. LVMPD officers will exchange ideas with other stakeholders; learn new and best practices from other participants and nationally recognized subject matter experts.	The number of officers who attended the training will be reported each quarter.	04/2022	Quarterly report- Copy of agenda
1.2. OCE employees will travel to the National Conference on Addiction Disorders (NCAD) in Denver, CO.	1.2.1. LVMPD officers will attend educational events to be shared while joining annual stakeholder gatherings to discuss what is working in diversion, prevention, and treatment.	The number of officers who attended the training will be reported each quarter.	08/2022	Quarterly report- Copy of agenda

<u>Objective</u>	<u>Activities</u>	<u>Outputs</u>	<u>Due Date</u>	<u>Evaluation</u>
Goal 2: The Office of Community Engagement Behavioral Health Unit officers will continue training other officers throughout the LVMPD.				
2.1. OCE employees will continue to train officers about non-violent drug offenders.	<p>2.1.1. The Office of Community Engagement Behavioral Health Unit will continue to train officers throughout the LVMPD. Visits will be made to each patrol briefing occurring at each area command.</p> <p>2.2.1. In-person training classes will be available to be scheduled through the LVMPD Organizational Development Bureau Advanced Training Section as well as training material will be made accessible in University of Metro Las Vegas. Information obtained from the Rx Drug Abuse & Heroin Summit and NCAD conferences will be shared with attendees.</p>	The number of officers trained per area command will be reported each quarter.	Ongoing through performance period.	Training sign in sheets List of # trained by command
<u>Objective</u>	<u>Activities</u>	<u>Outputs</u>	<u>Due Date</u>	<u>Evaluation</u>
Goal 3: The Office of Community Engagement Behavioral Health Unit will deploy a laptop computer to be used to connect a citizen(s) in need of behavioral health support with a clinician via tele-conferencing.				
3.1. OCE will purchase approved web-based conference systems to be installed on our laptop computers to enable OCE officers to connect with a behavioral health clinician via tele-conference.	3.1.1. If a clinician is unable to respond to a scene in person, the Office of Community Engagement will educate officers assigned to the section when and how to use tele-conferencing when responding to someone in need behavioral health support.	The number of employees trained will be reported each quarter.	Quarterly; December 15, 2021, March 15, 2022, June 15, 2022, and September 15, 2022	Quarterly report of outcomes
3.2. OCE officers will connect citizen(s) in need of behavioral health services with a clinician from Eighth Judicial District Court.	<p>3.2.1. The Office of Community Engagement will track the number of times the laptop computer is deployed to connect to a clinician to provide behavioral health support to a citizen in need.</p> <p>3.2.2. When deploying the laptop computer to connect a citizen with a behavioral health clinician, the Office of Community Engagement will track and report the type of call the officer was responding to.</p>	The number of citizens assisted by web-based conference systems will be reported each quarter.	Quarterly; December 15, 2021, March 15, 2022, June 15, 2022, and September 15, 2022	Quarterly report of outcomes

<u>Objective</u>	<u>Activities</u>	<u>Outputs</u>	<u>Due Date</u>	<u>Evaluation</u>
Goal 4: The Office of Community Engagement Behavioral Health Unit will utilize officers during non-work hours, when needed, to respond to situations requiring diversion as well as to provide training to other officers.				
4.1. Overtime will aid OCE to respond during non-work hours to assist those in need of immediate diversion.	4.1.1. The Office of Community Engagement will deploy officers to support citizens who needs behavioral health assistance by connecting the person in need with a clinician. If the social service provider is unable to respond in-person, the officers will connect the social service provider with the citizen by using a web-based (Webex) program so the citizen may begin the process of receiving help from the clinician immediately by speaking to him/her over the computer.	The number of call outs will be reported each quarter.	Quarterly; December 15, 2021, March 15, 2022, June 15, 2022, and September 15, 2022	Quarterly report of outcomes
4.2. Overtime will be used to pay OCE officers when training sessions are requested outside of work hours.	4.2.1. The Office of Community Engagement will provide in-person training classes during normal work hours as well during non-work hours to provide training to various shifts of officers. Visits will also be made to area commands during normal work hours, but some overtime will be used to make it possible to visit the patrol briefing during various work shifts at the 10 different area commands.	The number of employees who provide training will be reported each quarter.	Quarterly; December 15, 2021, March 15, 2022, June 15, 2022, and September 15, 2022	Quarterly report of outcomes

<u>Objective</u>	<u>Activities</u>	<u>Outputs</u>	<u>Due Date</u>	<u>Evaluation</u>
Goal 5: The Office of Community Engagement Behavioral Health Unit will utilize fingerprint identification technology to determine the name of those who cannot self-identify.				
5.1. Determine the name of citizens in the field who are unable to self-identify while in need of behavioral health services.	5.2.1. The Office of Community Engagement will utilize a Positive Identification (PID) scanner which, by means of biometric fingerprint identification, will support OCE Behavioral Health Unit (BHU) officers in their mission of providing behavioral health support to citizens. When working with a person who is unable to provide identification or is incapable of communicating their name, OCE BHU officers will use the PID to provide humanitarian and behavioral health services.	The number of PID deployments will be reported each quarter.	Quarterly; December 15, 2021, March 15, 2022, June 15, 2022, and September 15, 2022	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. LVMPD is aware that provision of any false, fictitious, or fraudulent information and/or the omission of any material fact may subject it to criminal, civil, and/or administrative penalties.
- A.3 LVMPD will work closely with Health District project staff to ensure proper close-out of Grant related obligations.

B. Description of Services and Deliverables

B.1 For Performance Period January 1, 2020 through August 31, 2021, and as a subrecipient of Grant funds, LVMPD agrees to provide the following services and reports according to the identified timeframes. Quarterly site visits will coincide with quarterly report due dates of June 15, 2020, September 15, 2020, December 15, 2020, March 15, 2021, June 15, 2021 and September 15, 2021:

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 attend the National Conference on Addiction Disorders 2020 Virtual Experience.	1.1.1 LVMPD officers will attend this conference and will share materials and information obtained during annual gatherings with stakeholders to discuss what is working in diversion, prevention and treatment	# of officers attended	July 2020	Quarterly report Copy of agenda
1.2 OCE employees travel to Boston, MA, to meet with the Boston Police Department.	1.2.1 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	September 2020	Quarterly report Copy of agenda Summary of site visit

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 Anaheim, CA, to meet with the Anaheim 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	November 2020	Quarterly report Summary of site visit
2.2 OCE employees will travel to New Orleans, LA, to meet with the New Orleans 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	January 2021	Quarterly report Summary of site visit
2.3 OCE employees will travel to San Antonio, TX, to meet with the San Antonio 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	February 2021	Quarterly report Summary of site visit
2.4 OCE employees will travel to Honolulu, HI, to meet with the Honolulu 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	March 2021	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

- C. 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. LVMPD is aware that provision of any false, fictitious, or fraudulent information and/or the omission of any material fact may subject it to criminal, civil, and/or administrative penalties.
- D. LVMPD will work closely with Health District project staff to ensure timely and proper close-out of Grant related obligations.

**ATTACHMENT B-A02
PAYMENT**

A. Payments of LVMPD during Performance Period September 1, 2021 through August 31, 2022 are not-to-exceed \$40,000.

Description	Not-to-Exceed Amount
Travel Out-of-state travel—Rx Drug Abuse and Heroin Summit Conference Out-of-state travel—National Conference on Addiction Disorders	\$14,198
Personnel Overtime Training PO II Overtime Training PO Sgt	\$13,485
Supplies Positive Identification Scanner Solution	\$5,000
Other Rx Drug Abuse & Heroin Summit Conference Fees National Conference on Addiction Disorders (NCAD) Conference Fees Webex web-based conference systems license fees Positive Identification Software License	\$7,317
Total not-to-exceed amount available for reimbursement to LVMPD from September 1, 2021 through August 31, 2022	\$40,000

- 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. Final invoice must be submitted timely.
- 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.

B. Payments to LVMPD during Performance Period January 1, 2020 through August 31, 2021 are not-to-exceed \$42,468.

Description	Not-to-Exceed Amount
Travel Out-of-state travel—Rx Drug Abuse and Heroin Summit Conference, canceled due to COVID-19 travel restriction Out-of-state travel—National Conference on Addiction Disorders, now a webinar with no travel required Out-of-state travel—Site Visit, Boston, Massachusetts, 4 trips at \$2,082 each for a not-to-exceed total of \$8,328 Out-of-state travel—Site Visit, Anaheim, California, 4 trips at \$1,296 each for a not-to-exceed total of \$5,184 Out-of-state travel—Site Visit, New Orleans, Louisiana, 4 trips at \$1,982 each for a not-to-exceed total of \$7,928 Out-of-state travel—Site Visit, San Antonio, Texas, 4 trips at \$2,032 each for a not-to-exceed total of \$8,128 Out-of-state travel—Site Visit, Honolulu, Hawaii, 4 trips at \$2,750 each for a not-to-exceed total of \$11,000	\$40,568
Other	\$1,900

Description	Not-to-Exceed Amount
RX Drug Abuse and Heroin Summit Conference Fees, cancelled due to COVID-19 travel restriction National Conference on Addiction Disorders Conference (Webinar) Fees, 4 registrations at \$475/each, for a not-to-exceed total of \$1,900	
Total not-to-exceed amount available for reimbursement to LVMPD from January 1, 2020 through August 31, 2021	\$42,468

- B.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.
- B.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.
- B.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.
- B.4 Health District will not be liable for interest charges on late payments.
- B.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-A02
ADDITIONAL GRANT INFORMATION AND REQUIREMENTS

A. As a subrecipient of Grant funds, Contractor 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 Contractor 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, Contractor 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. Contractor 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. Contractor 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 Contractor must comply with the administrative and public policy requirements outlined in 45 CFR Part 75 and the HHS Grants Policy Statement (see below Section G of this Attachment C-A02), 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. Contractor 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 Neonatal Abstinence Syndrome (“NAS”). Please note that certain activities that cover NAS are allowable, while others are not. In particular certain NAS-related surveillance and prevention activities may be allowable; however funding collection of NAS surveillance data is not allowable. Some examples of what would be allowable include:

- Surveillance of linkage to care during or after pregnancy for mothers who use opioids during pregnancy.
- Tracking drug use patterns, overdose history, and linkage to treatment and risk reduction services for pregnant women.
- Linking data sources on pregnant women available at the state and local level.
- Prevention strategies and activities for pregnant women, infants born with NAS, and for healthcare provider/clinician support and education.

C.6 Control of Prescription Drug Monitoring Program (“PDMP”) Data. The Health District shall comply with Additional Requirement 25 located at [http:// www.cdc.gov/ grants/ additional requirements/ index.html](http://www.cdc.gov/grants/additional-requirements/index.html), and submit and comply with a Data Management Plan (“DMP”), which includes plans for archiving and long-term preservation of the data collected or acquired in support of Grant deliverables. The Health District shall also retain all title held in controlled substance or prescription data (“PDMP data”), collected or acquired with federal funds, that are stored in a database operated by or under the oversight of the Health District, whether or not the PDMP data are in existence at the date of Grant award acceptance or compiled thereafter during this award’s performance period. Upon request by the Health District at any time, all procurement contractors and subrecipients (at any tier) shall promptly deliver to Health District the PDMP data in electronic format as exists on the date of the request by the recipient. The Health District shall ensure that any and all procurement contractors and subrecipients (at any tier) acknowledge that the Health District retains ownership of and control over the PDMP data.

C.7 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) Contractor must ensure that the Contractor's PDMP system has the capacity to exchange data with other PDMP systems via the PDMP hub. Contractor 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 Contractor 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. 2 CFR §200.317, PROCUREMENT BY STATES. When procuring property and services under a federal award, a state (or political subdivision of a state) must follow the same policies and procedures it uses for procurements from its non-federal funds. A state receiving federal funds will comply with §§ 200.321, 200.322, and 200.323 and ensure that every purchase order or other contract includes any clauses required by § 200.327. All other non-federal entities, including sub-recipients of a state, must follow the procurement standards in §§ 200.318 through 200.327.
- E. COMPLIANCE WITH UNIFORM GUIDANCE PROCUREMENT STANDARDS. Contractor agrees to follow and comply with 2 CFR §§200.318 General Procurement Standards through

200.327 Contract Provisions as applicable.

- E.1 2 CFR §200.322, DOMESTIC PREFERENCES FOR PROCUREMENTS. As is appropriate and to the extent consistent with law, Contractor should, to the greatest extent practicable, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States.
- F. UNIFORM GUIDANCE CONTRACT PROVISIONS. In accordance with 2 CFR Part 200 Appendix II to Part 200—Contract Provisions for Non-Federal Entities, Contractor agrees to follow and comply with all applicable contract provisions contained therein. These provisions may include the following:
 - F.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.
 - F.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.
 - F.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.”
 - F.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.

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

- F.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.
- F.10 Furthermore, each of Contractor’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.
- F.11 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.
- F.12 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.
- G. PROHIBITION ON CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES OR EQUIPMENT. Contractor certifies it is in compliance with 2 CFR §200.216 as published on August 13, 2020, and as may be amended from time to time, and Contractor has not and will not use federal funds to:
- (1) Procure or obtain;

- (2) Extend or renew a contract to procure or obtain; or
- (3) Enter into a contract to procure or obtain;
 - (i) equipment, services, or systems using covered telecommunications equipment or services as a substantial or essential component of any system, or as a critical technology as part of any system. As described in Public Law 115—232, Section 889, covered telecommunications equipment is telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities).
 - (ii) For the purpose of public safety, security of government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities).
 - (iii) Telecommunications or video surveillance services provided by such entities or using such equipment.
 - (iv) Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of the National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country.

G.1 See Public Law 115—232, section 889 for additional information.

G.2 See also 2 CFR §§200.216 and 200.471, as may be amended from time to time.

- H. HHS SPECIFIC REQUIREMENTS. Contractor agrees to comply as applicable with Uniform Guidance Requirements, Cost Principles, and Audit Requirements for HHS awards, codified at 45 CFR Part 75. Contractor 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:

- H.1 ACTIVITIES ABROAD. Contractor 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.
- H.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.
- H.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.

- H.4 CONTROLLED SUBSTANCES. Contractor 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.

- H.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.

- H.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/reviselep.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.

- H.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.

- H.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).

- H.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.
- H.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).

H.11 RESTRICTION ON FUNDING ABORTIONS. HHS funds may not be spent for an abortion.

H.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.

H.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.

H.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.)

H.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).