



TO: SOUTHERN NEVADA DISTRICT BOARD OF HEALTH **DATE:** September 26, 2019

RE: *Approval of Interlocal Contract between Southern Nevada Health District and the City of Henderson* ✓

PETITION #10-20

That the Southern Nevada District Board of Health (*approve an Interlocal Contract between the Southern Nevada Health District (SNHD) and the City of Henderson to provide services to support the Southern Nevada Health District Community Partnership to Promote Health Equity, Year 2 grant awarded to the SNHD by the Centers for Disease Control and Prevention (CDC Award # NU58DP006578-02-00). The CDC refers to this grant award as Racial and Ethnic Approaches to Community Health (REACH).*)

PETITIONERS:

Maria Azzarelli, *Manager Chronic Disease Prevention* M.G.
Michael Johnson, PhD., *Director of Community Health* MJ
Joseph P. Iser, MD, DrPH, MSc, *Chief Health Officer*

DISCUSSION:

The Southern Nevada Health District (SNHD) received a five-year (September 30, 2018 -September 29, 2023) grant awarded by the CDC. The second year of the award (September 30, 2019- September 29, 2020) includes funding for the City of Henderson (COH) Parks & Recreation Department (PRD) and Community Development and Services Department (CDS). COH PCOH will work with SNHD and other partners and stakeholders including COH CDS to use findings from the Year 1 walkability assessment to review and/or update COH codes, guidelines and/or plans to improve access to parks and recreational facilities; identify and prioritize projects to improve walkability in priority geographic areas; provide technical assistance to NLV to conduct a walkability assessment to identify barriers to parks and recreation facilities; and participate in a presentation to the Regional Open Space and Trails Workgroup and/or other stakeholder groups to provide updates on the project. COH CDS will work with the contracted farmers market serving downtown Henderson to enhance sales of healthier foods and make improvements to better serve low-income residents including purchasing necessary supplies, minor equipment and materials to enhance sales of healthier

food and the shopping experience at the market and support administrative functions necessary to accept Supplemental Nutrition Assistance Program (SNAP) benefits. They will work with SNHD and the Southern Nevada Food Council to support training and technical assistance for the market manager to ensure acceptance of SNAP benefits at the market and promote the ability of the market to accept SNAP benefits through COH communication mediums. Both departments will participate in appropriate coalition and other project meetings as requested and complete and submit monthly progress reports.

FUNDING:

The Year 2 REACH grant project funding allocated to the COH totals \$20,000. The associated scope of work will be completed between September 30, 2019- September 29, 2020.



**AMENDMENT A01 TO
INTERLOCAL PROFESSIONAL SERVICES AGREEMENT
BETWEEN
SOUTHERN NEVADA HEALTH DISTRICT
AND
CITY OF HENDERSON
C1900051**

THIS AMENDMENT A01 IS MADE WITH REFERENCE TO Interlocal Professional Services Agreement C1900051 (“Agreement”), Effective Date February 11, 2019, by and between the Southern Nevada Health District (“Health District”) and the City of Henderson (“Contractor”) (individually “Party”, and collectively “Parties”).

WHEREAS, the Parties desire to add funds to the Agreement, and to memorialize certain grant-related requirements.

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 two paragraphs:

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 (“FAIN”) NU58DP006578, CFDA Number 93.738, program entitled Southern Nevada Health District Community Partnership to Promote Health Equity, award dates September 16, 2018 and August 7, 2019, and as amended September 27, 2018, December 13, 2018, February 5, 2019, and July 6, 2019, with a total amount awarded to Health District of \$1,583,720.00 (“The Grant”); and

WHEREAS, as part of the CDC’s Racial and Ethnic Approaches to Community Health (“REACH”) project, Health District will develop partnerships with community stakeholders to reduce racial and ethnic health disparities through culturally tailored interventions to address preventable risk behavior including tobacco use, poor nutrition, and physical inactivity; and

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

WHEREAS, as a subrecipient of Grant funds, Contractor has the expertise, qualifications and resources available to provide services in support of Grant deliverables as required.

3) The first sentence in the first paragraph of Section 1, Term, Termination and Amendment, is hereby amended to extend the end date through September 29, 2020.

4) Section 2, Incorporated Documents, is hereby deleted in its entirety and replaced with the following:

2. **INCORPORATED DOCUMENTS.** The Services to be performed and/or goods to be provided and the consideration therefore are specifically described in the below referenced documents which are listed below, attached hereto and expressly incorporated by reference herein:

ATTACHMENT A-A01: SCOPE OF WORK

ATTACHMENT B-A01: PAYMENT

ATTACHMENT C-A01: ADDITIONAL GRANT INFORMATION AND REQUIREMENTS

5) Section 3, Compensation, is hereby deleted in its entirety and replaced with the following:

3. **COMPENSATION.** Contractor shall complete the services in a professional and timely manner consistent with the Scope of Work outlined in Attachment A-A01. Contractor will be reimbursed for expenses incurred as provided in Attachment B-A01, Payment. The total not-to-exceed amount of this Agreement is \$50,000. This project is supported by the Federal Grant described on page 1 of this Agreement in the amount of \$50,000; this accounts for 100% of the total funding for the term of the Agreement.

6) Section 7, Books and Records, is hereby deleted in its entirety and replaced with the following:

7. **BOOKS AND RECORDS.** 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 Retention Schedule, or for a minimum of five years; whichever is longer; from the date of termination of this Agreement. 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) Subsection 12.12, Limited Liability, is hereby added to the Agreement:

12.12 Limited Liability. The Parties will not waive and intend to assert available NRS Chapter 41 liability limitations in all cases. To the extent applicable, actual agreement damages for any breach shall be limited by NRS 353.260 and NRS 354.626. Agreement liability of the Parties shall not be subject to punitive damages.

8) Subsection 12.13, Compliance with Legal Obligations, is hereby added to the Agreement:

12.13 COMPLIANCE WITH LEGAL OBLIGATIONS. Contractor 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.

9) Subsection 12.14, Non-Discrimination, is hereby added to the Agreement:

12.14 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.

10) Attachment A, Scope of Work, is hereby deleted in its entirety and replaced with Attachment A-A01, attached hereto.

11) Attachment B, Payment, is hereby deleted in its entirety and replaced with Attachment B-A01, attached hereto.

12) Attachment C-A01, Additional Grant Information and Requirements, is hereby added to the Agreement, and is attached hereto.

This Amendment A01 will become effective from the date of the last signature affixed hereto.

Except as expressly provided in this Amendment A01, 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.


BY SIGNING BELOW, the Parties hereto have approved and executed this Amendment A01 to Agreement C1900051.

[SIGNATURE PAGE TO FOLLOW]

SOUTHERN NEVADA HEALTH DISTRICT
DUNS: 137055492

APPROVED AS TO FORM:

By: _____
Joseph P. Iser, MD, DrPH, MSc
Chief Health Officer



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

Date: _____

CITY OF HENDERSON
DUNS: 025942165

By: _____
Richard Derrick, City Manager

Date: _____

ATTEST:

Date of City Council Action: _____

By: _____
Sabrina Mercandante, MMC, City Clerk

Date: _____

APPROVED AS TO CONTENT:

By: _____
Michael Tassi, Community
Development and Services Department
Director

By: _____
Shari Ferguson, Parks and Recreation
Department Director

APPROVED AS TO FORM:

By: _____
Nicholas Vaskov, City Attorney

APPROVED AS TO AMOUNT:

By: _____
Jim McIntosh, Chief Financial Officer

**ATTACHMENT A-A01
SCOPE OF WORK**

Period of Performance: September 30, 2019 through September 29, 2020

- A. Contractor’s Parks and Recreation Department will:**
 - A.1 Use findings from Performance Period September 30, 2018 through September 28, 2019 (“Year 1”) walkability assessment, review and/or update Contractor codes, guidelines and/or plans to improve access to parks and recreational facilities**
 - A.2 Using findings from Year 1 and recommendations from the review of Contractor codes, guidelines and/or plans, identify and prioritize projects to improve walkability in priority geographic areas**
 - A.3 Provide technical assistance on the walkability assessment initiative as requested to identify barriers to parks and recreational facilities**
 - A.4 Participate in a presentation to the Regional Open Space and Trails Workgroup and/or other stakeholder groups to provide an update on efforts in the City of Henderson to increase accessibility to parks and recreational facilities**
 - A.5 Participate in coalition and other project meetings**
 - A.6 Complete and submit monthly progress reports**
- B. Contractor’s Community Development and Services Department will:**
 - B.1 Work with contracted farmers market serving downtown Henderson to enhance sales of healthier food and make improvements to better serve low-income residents including accepting SNAP/EBT.**
 - B.2 Develop agreement with Farmers Market manager to manage the downtown Henderson farmers market**
 - B.3 Purchase necessary supplies and minor equipment valued at less than \$5,000 to enhance sales of healthier foods including supplies/equipment that will help supply power (i.e. electrical spiders), enhance the shopping experience, (i.e. shading mechanisms, misters) and support administrative functions necessary to accept SNAP (i.e. pop up tents, merchant terminals, tables, chairs, office supplies)**
 - B.4 Work with Health District and the Southern Nevada Food Policy Council to support training and technical assistance as needed for the new farmers market manager to accept SNAP/EBT benefits at the market and ensure the market is accepting SNAP/EBT by the end of the project year**
 - B.5 Support placement of signage and other market materials at the market and via City of Henderson communications mediums to promote that the market accepts SNAP benefits**
 - B.6 Participate in coalition and other project meetings**
 - B.7 Complete and submit monthly progress reports**

C. Contractor will:

C.1 Unless express and specific written permission to exclude funding, source information is obtained from Health District in advance, Contractor will place a version of this attribution statement on project related materials, reports, presentations and publications produced within the scope of this Agreement:

“This publication [such as a journal, article, report] was supported by grant #NU58DP6578, funded by the Centers for Disease Control and Prevention and awarded to the Southern Nevada Health District. Its contents are solely the responsibility of the authors and do not necessarily represent the official views of the Centers for Disease Control and Prevention, the Department of Health and Human Services, or the Southern Nevada Health District.”

C.2 Comply with programmatic requests as directed by Health District’s Office of Chronic Disease Prevention and Health Promotion (“OCDPHP”) staff.

C.3 Prepare and submit monthly programmatic reports using a template provided by OCDPHP staff. OCDPHP staff will review programmatic and financial reports to ensure the contractor is consistent with project deliverables.

C.4 Work with OCDPHP to ensure proper closeout of Period of Performance.

Period of Performance: September 30, 2018 through September 29, 2019

A. Contractor’s Parks and Recreation Department will:

A.1 Engage a third-party consultant to conduct community outreach and stakeholder input necessary to complete a community walkability assessment within priority geographic areas.

A.2 Work with consultant, Health District, and other stakeholders to:

(a) Conduct an assessment of park accessibility, giving precedence to parks in priority geographic areas to:

- identify modifiable barriers, including street connectivity, sidewalk, trail, and trail infrastructure.**
- develop recommendations to improve neighborhood access to parks with a goal of ensuring 10-minute walkable access to a park, green space or recreational facility.**
- identify and recommend changes to necessary codes, guidelines and/or planning documents, which may include municipal codes, the Parks & Recreation Master Plan, Strategic Plan, Open Space and Trails Plan and the Master Bicycle and Trails Plan to support 10-minute walkable access and increased access to parks.**

A.3 Use the assessment findings to identify at least 3 projects to be prioritized to increase walkable access to parks in priority zip codes.

A.4 Complete and submit monthly progress reports and participate in grant, project,

and/or coalition meetings as appropriate.

B. Contractor's Community Development and Services Department will:

- B.1 Engage a third-party consultant to assist in completion of a market feasibility study in support of a mixed-use co-op grocery store in a priority geographic area.**
- B.2 Work collaboratively with consultant, Health District, and other stakeholders including the Southern Nevada Food Council, to conduct research, gather community input, assess current conditions and complete the market feasibility study to further define need, obtain community interest and input, and identify desirable components of a food-based community space which may include other aspects of a mini-food hub including a demonstration kitchen, community garden, and indoor agriculture such as hydroponics or aquaponics.**
- B.3 Share results with Health District to inform and support the next phase of the development effort.**
- B.4 Complete and submit monthly progress reports and participate in grant, project and/or coalition meetings as appropriate.**

**ATTACHMENT B-A01
PAYMENT**

A. Budget Period: September 30, 2019 through September 29, 2020

A.1 Total Not-to-Exceed Amount: \$20,000.

- (a) Ten thousand dollars (\$10,000) of the Total Not-to-Exceed Amount for this Budget Period may be applied to reimbursements supporting Contractor's Parks and Recreation Department project activities for the Period of Performance from September 30, 2019 through September 29, 2020.
- (b) Ten thousand dollars (\$10,000) of the Total Not-to-Exceed Amount for this Budget Period may be applied to reimbursements supporting Contractor's Community Development and Services Department project activities for the Period of Performance from September 30, 2019 through September 29, 2020.
- (c) With Health District approval, reimbursable items for this Budget Period include program personnel salary, Fringe (taxes and benefits), supplies and materials, printing, and minor equipment valued at less than \$5,000.
- (d) Expenses incurred by Contractor after September 29, 2020 will not be eligible for reimbursement from funds associated with this Budget Period.

B. Budget Period: September 30, 2018 through September 29, 2019

B.1 Total Not-to-Exceed Amount: \$30,000.

Salary Reimbursement	
To support Contractor's Parks and Recreation Department staff working on the project which may include Park Planners, GIS analysts, or others working specifically on the walkability assessment project	\$11,592
Reimbursement for Third-Party Consultant Services	
<ul style="list-style-type: none"> • Community Engagement Contract (Walkability Assessment): \$8,408 • Market Feasibility Study Contract/Consultant: \$10,000 	\$18,408
TOTAL NOT-TO-EXCEED AMOUNT	\$30,000

- (a) Expenses incurred by Contractor after September 29, 2019 will not be eligible for reimbursement with funds associated with this Budget Period.
- C. Payments shall be based on approved Contractor invoices submitted in accordance with this Agreement. The sum of payments shall not exceed allowable compensation stated in Paragraph 3 of this Agreement and no payments shall be made in excess of the maximum allowable total for this Agreement.**
- D. Contractor will not bill more frequently than monthly for the term of the Agreement. The invoice will itemize specific costs incurred for each item as identified in the project budget period as shown above.**

- E. 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 Contractor in accordance with cost principles applicable to this Agreement.**
 - E.1 Contractor invoices shall be signed by the Contractor's official representative and shall include a statement certifying that the invoice is a true and accurate billing.**
 - E.2 Cost principles contained in Uniform Guidance 2 CFR Part 200, Subpart E, shall be used as criteria in the determination of allowable costs.**
 - E.3 Health District shall not be liable for interest charges on late payments.**
- F. In the event items on an invoice are disputed, payment on those items will be held until the dispute is resolved.**

ATTACHMENT C-A01
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
Natasha Jones, Grants Management Specialist
Centers for Disease Control and Prevention
Chronic Disease and Birth Defects Services Branch
2939 Brandywine Road Mailstop TV-2
Atlanta, GA 30341
Email njones6@cdc.gov

AND

U.S. Department of Health and Human Services
Office of the Inspector General
330 Independence Avenue, SW
Cohen Building, Room 5527
Washington, DC 2021
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).

A.3 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 Grants and Cooperative Agreements, located at <https://www.cdc.gov/grants/documents/General-Terms-and-Conditions-Non-Research-Awards.pdf>

- A.4 Contractor agrees to ensure its compliance as applicable with provisions of Notice of Funding Opportunity (“NOFO”) number DP18-1813, located at <https://foa.grantsolutions.gov/files/pa/cdc/1044939/1155136.htm>
- B. COMPLIANCE WITH UNIFORM GUIDANCE PROCUREMENT STANDARDS. Contractor agrees to follow and comply with 2 CFR §§200.318 General Procurement Standards through 200.326 Contract Provisions as applicable.
- C. 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:
- C.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.
- C.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.
- C.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.”
- C.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.

- C.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.
- C.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.
- C.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).
- C.8 ENERGY EFFICIENCY.** Contractor 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).
- C.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 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.

C.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.

C.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.

D. 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:

D.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.

- D.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.
- D.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.
- D.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.

- D.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.
- D.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.
- D.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.

D.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).

D.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.

D.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).

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

D.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.

D.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.

D.14 U.S. FLAG AIR CARRIER. Subrecipients must comply with the requirement that U.S. flag air carriers be used by domestic recipients to the maximum extent possible when commercial air transportation is the means of travel between the United States and a foreign country or between foreign countries. This requirement must not be influenced by factors of cost, convenience, or personal travel preference. The cost of travel under a ticket issued by a U.S. flag air carrier that leases space on a foreign air carrier under a code-sharing agreement is allowable if the purchase is in accordance with GSA regulations on U.S. flag air carriers and code shares (see http://www.gsa.gov/gsa/cm_attachments/GSA_DOCUMENT/110304_FTR_R2QA53_0Z5RDZ-i34K-pR.pdf). (A code-sharing agreement is an arrangement between a U.S. flag carrier and a foreign air carrier in which the U.S. flag carrier provides passenger service on the foreign air carrier's regularly scheduled commercial flights.)

D.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).