



TO: SOUTHERN NEVADA DISTRICT BOARD OF HEALTH DATE: August 22, 2019

RE: *Approval of Interlocal Contract between Southern Nevada Health District and the City of Las Vegas*

PETITION # 05-20

That the Southern Nevada District Board of Health (*approve an Interlocal Contract between the Southern Nevada Health District (SNHD) and the City of Las Vegas (CLV) 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.A.*
Michael Johnson, PhD., Director of Community Health *M.J.*
Joseph P. Iser, MD, DrPH, MSc, Chief Health Officer *J.P.I.*

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 Las Vegas (CLV) Public Works Department to work with SNHD and other contracted partners and stakeholders to continue participation in the process to finalize a Health Impact Assessment, finalize a decision support tool and to facilitate and participate in training on use of the decision support tool for CLV Public Works Department. The tool will help support prioritization of projects that increase walk and bike-ability in priority geographic zip codes and increase access to parks, trails, schools and recreation centers for priority populations. CLV staff will participate in training on the decision support tool to ensure implementation into internal processes and continue to participate in project meetings and other, related meetings to support implementation and sustainability efforts. CLV will identify and prioritize projects to increase walk and bike-ability in priority geographic areas, purchase supplies necessary for project completion and prepare and submit monthly process reports.

FUNDING:

The Year 2 REACH grant project funding allocated to the CLV 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 LAS VEGAS
C1900050**

THIS AMENDMENT A01 IS MADE WITH REFERENCE TO Interlocal Professional Services Agreement (“Agreement”), Effective Date February 4, 2019, by and between the Southern Nevada Health District (“Health District”) and the City of Las Vegas (“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 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, DUNS Number 137055492, desires to obtain professional services in support of its receipt of federal grant funds in the total amount of \$1,583,720.00, funded by the Centers for Disease Control and Prevention (“CDC”), which is an operating division of the U.S. Department of Health and Human Services, CFDA Number 93.738, Program entitled Southern Nevada Health District Community Partnership to Promote Health Equity, Federal Award Identification Number (“FAIN”) NU58DP006578, awarded September 16, 2018 and July 6, 2019, and as amended September 27, 2018 (the “Grant”); and

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

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

WHEREAS, as a sub-recipient of Grant funds, Contractor has the expertise, qualifications and resources available to provide the above services as required.

- 3) The first paragraph of Section 1, Term, Termination and Amendment is hereby deleted in its entirety and replaced with the following:

1. **TERM, TERMINATION AND AMENDMENT.** This Agreement shall be effective from February 4, 2019 through September 29, 2020 unless sooner terminated by either Party as set forth in this Agreement. This Agreement may be extended for three (3) additional one-year periods upon mutual written agreement by the Parties.
- 4) Section 2, Incorporated Documents is hereby deleted in its entirety and replaced with the following:
 2. 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 and 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 increased by \$20,000, from \$21,244 to \$41,244. Section 3 is hereby deleted in its entirety and replaced with the following:
 3. **COMPENSATION.** Contractor shall complete the services in a professional and timely manner, and 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 \$41,244, 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.
- 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) Section 13.12, Limited Liability, is hereby added to the Agreement:
 - 13.12 **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) Attachment A, Scope of Work, is hereby deleted in its entirety and replaced with Attachment A-A01, attached hereto.

- 9) Attachment B, Payment, is hereby deleted in its entirety and replaced with Attachment B-A01, attached hereto.
- 10) Attachment C, Additional Grant Information and Requirements, is hereby deleted in its entirety and replaced with Attachment C-A01, 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.

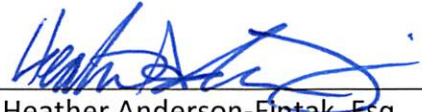
[SIGNATURE PAGE TO FOLLOW]

BY SIGNING BELOW, the Parties hereto have approved and executed this Amendment A01 to Agreement C1900050.

SOUTHERN NEVADA HEALTH DISTRICT

APPROVED AS TO FORM:

By: _____
Ernest Blazzard
Financial Services Manager



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

Date: _____

CITY OF LAS VEGAS

By: _____
Carolyn G. Goodman, Mayor

Date: _____

ATTEST:

By: _____
LuAnn D. Holmes, MMC, City Clerk

Date: _____

APPROVED AS TO CONTENT:

By: _____
Michael Janssen, Public Works Director

APPROVED AS TO FORM:

By: _____
Deputy City Attorney

**ATTACHMENT A-A01
SCOPE OF WORK**

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

A. Contractor's Public Works Department will:

- A.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."

- A.2 Participate in the process to finalize a decision support tool for use in CLV Public Works Department to support prioritization of projects that increase walk and bike-ability in priority geographic zip codes and increase access to parks, trails, schools and recreation centers for priority populations.**
- A.3 Help coordinate and participate in staff training on the decision support tool to ensure implementation into internal processes.**
- A.4 Participate in project meetings and other area-related meetings to support implementation and sustainability efforts.**
- A.5 Identify and prioritize projects in Health Impact Assessment ("HIA") study service and responsibly purchase supplies necessary for the identified project to increase walkability to schools and/or other places for recreation and physical activity.**
- A.6 Prepare and submit monthly programmatic reports using a template provided by Office of Chronic Disease Prevention and Health Promotion ("OCDPHP") staff. OCDPHP staff will review programmatic and financial reports to ensure the contractor is consistent with project deliverables.**

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

B. Contractor's Public Works Department will:

- B.1 Establish an internal team to work collaboratively with Health District and other Program participants to engage in each phase of a HIA.**
- B.2 Participate in project and related meetings with the community and stakeholders, to collect and assess data, and to engage in planning, implementation and sustainability efforts.**
- B.3 Use findings from the HIA process and related tools to identify opportunities to enhance walkability and pedestrian safety, while improving access to schools,**

parks, recreation centers, and worksite facilities in geographic areas selected to best serve the priority population.

- B.4 Responsibly purchase the supplies necessary to support project implementation in compliance with applicable federal and state law, the Grant requirements, and in accordance with industry best practices.**
- B.5 Submit monthly programmatic reports and financial reports for Health District's review to ensure Contractor is on track to provide timely project deliverables.**

**ATTACHMENT B-A01
PAYMENT**

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

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

<p>Reimbursement for Supplies to be Purchased from September 30, 2019 through September 29, 2020:</p> <p>Supplies must support projects to improve pedestrian safety, walkability and increased access to parks, schools, recreation centers, and worksite locations identified and prioritized using the HIA process and associated tools. Supplies may include, but are not limited to, cross walk paint, cross walk supplies (including signage and/or poles) street lights or other signage, and light bulbs. Supplies purchased after the end date of the budget period will not be eligible for reimbursement. Grant funding may not be used to pay for construction costs.</p>	<p>\$20,000</p>
<p>TOTAL NOT-TO-EXCEED:</p>	<p>\$20,000</p>

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

B.1 Total Not-to-Exceed Amount: \$21,244

<p>Reimbursement for Supplies to be Purchased from September 30, 2018 through September 29, 2019:</p> <p>Supplies must support projects to improve pedestrian safety, walkability and increased access to parks, schools, recreation centers, and worksite locations identified and prioritized using the HIA process and associated tools. Supplies may include, but are not limited to, cross walk paint, cross walk supplies (including signage and/or poles) street lights or other signage, and light bulbs. Supplies purchased after the end date of the budget period will not be eligible for reimbursement. Grant funding may not be used to pay for construction costs.</p>	<p>\$21,244</p>
<p>TOTAL NOT-TO-EXCEED:</p>	<p>\$21,244</p>

C. Supplies purchased after the end date of each budget period will not be eligible for reimbursement from

D. 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.

- E. 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.
 - (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 Contractor in accordance with cost principles applicable to this Agreement.
 - (b) 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.
 - (c) Cost principles contained in Uniform Guidance 2 CFR Part 200, Subpart E, shall be used as criteria in the determination of allowable costs.
- F. Health District shall not be liable for interest charges on late payments.
- G. 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 DUNS Number 030381610), 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. 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 comply with all applicable contract provisions contained therein. These provisions may include, but not be limited to, the following:
- B.1 ENERGY EFFICIENCY. Contractor agrees to comply with standards and policies relating to energy efficiency contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (42 U.S.C. 6201).
- B.2 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.
- B.3 PROCUREMENT OF RECOVERED MATERIALS. As applicable, Contractor 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.
- B.4 CONTRACTING WITH SMALL AND MINORITY-OWNED BUSINESSES. In accordance with §200.321 “Contracting with small and minority businesses, women's business enterprises, and labor surplus area firms,” if subcontracts are to be let, the prime contractor agrees to take the affirmative steps such as those listed in Parts (a) through (e) of this Subsection B.4.
- (a) Placing qualified small and minority businesses and women's business enterprises on solicitation lists;
 - (b) Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources;
 - (c) Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women's business enterprises;
 - (d) Establishing delivery schedules, where the requirement permits, which

encourage participation by small and minority businesses, and women's business enterprises;

- (e) Using the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce

C. 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:

- C.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.
- C.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.
- C.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.
- C.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.

- C.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.
- C.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.
- C.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.
- C.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).

- C.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.
- C.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).
- C.11 RESTRICTION ON FUNDING ABORTIONS. HHS funds may not be spent for an abortion.
- C.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.
- C.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.

- C.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.)

- C.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).