






TO: SOUTHERN NEVADA DISTRICT BOARD OF HEALTH **DATE:** January 22, 2026

RE: *Approval of the Interlocal Agreement between the Southern Nevada Health District and the Washoe County Regional Medical Examiner's Office*

PETITION #23-26

That the Southern Nevada District Board of Health *approve the Interlocal Service Agreement C2600055, between the Southern Nevada Health District and the Washoe County Regional Medical Examiner's Office (WCRMEO) to collaborate on the registry and prevention of sudden unexpected infant death (SUID) and sudden death in the young (SDY).*

PETITIONERS:

Cassius Lockett, PhD, District Health Officer 
Anilkumar Mangla, PhD, Director of Disease Surveillance and Control
Ying Zhang, PhD, Epidemiology Manager  

DISCUSSION:

This is an agreement to collaborate with and support WCRMEO in the registry and prevention of sudden unexpected infant death and sudden deaths in the young in Nevada.

FUNDING:

This agreement will provide funding in the amount not to exceed \$6,650 to the WCRMEO for their collaboration on the SUID/SDY project. This is pass through funding from SNHD supported by federal grant dollars, CDC SUID/SDY Federal Grant# NU58DP007684.



**INTERLOCAL AGREEMENT FOR
PROFESSIONAL SERVICES
BETWEEN
SOUTHERN NEVADA HEALTH DISTRICT
AND
WASHOE COUNTY, NEVADA ON BEHALF OF ITS
REGIONAL MEDICAL EXAMINER'S OFFICE
C2600055**

This Interlocal Agreement for Professional Services ("Agreement") is made and entered into between the Southern Nevada Health District ("Health District") and Washoe County, Nevada on behalf of its Regional Medical Examiner's Office ("Contractor") (individually "Party" collectively "Parties").

RECITALS

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

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

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

WHEREAS, Health District is the sub-recipient of federal funds by the Centers for Disease Control ("CDC"), which is an operating division of the U.S. Department of Health and Human Services ("HHS"), Federal Award Identification Number ("FAIN") NU58DP007684, CFDA Number 93.946, program entitled Cooperative Agreements to Support State-Based Safe Motherhood and Infant Health Initiative Programs, awarded September 24, 2025, with a total amount awarded to Health District of \$762,811.00 (the "Grant"); and

WHEREAS, Health District desires to collaborate with the Contractor to support Health District's Project deliverables to assist in the registry and prevention of Sudden Unexpected Infant Death ("SUID(s)") and Sudden Death in the Young ("SDY(s)") in Nevada ("Services"), and Contractor is willing to participate as a sub-recipient of Grant funds from Health District.

NOW THEREFORE, the Parties mutually agree as follows:

- 1) **TERM, TERMINATION, AND AMENDMENT.** This Agreement shall be effective September 30, 2025 through September 29, 2026, unless sooner terminated by either Party as set forth in this Agreement.

- 1.01 This Agreement may be terminated by either Party prior to the date set forth in this Section 1, provided that a termination shall not be effective until thirty (30) days after a Party has served written notice upon the other Party.
 - 1.02 This Agreement may be terminated by mutual consent of both Parties or unilaterally by either Party with or without cause. Termination for cause will eliminate the thirty (30) day waiting period described in Subsection 1.01.
 - 1.03 Upon termination, Contractor will be entitled to payment for services provided prior to date of termination and for which Contractor has submitted an invoice but has not been paid.
 - 1.04 This Agreement is subject to the availability of funding and shall be terminated immediately if, for any reason, state and/or federal funding ability, or grant funding budgeted to satisfy this Agreement is withdrawn, limited, or impaired.
 - 1.05 This Agreement may only be amended, modified or supplemented by a writing signed by a duly authorized agent/officer of each Party and effective as of the date stipulated therein.
- 2) INCORPORATED DOCUMENTS. The Services to be performed to be provided and the consideration therefore are specifically described in the below referenced documents which are listed below and attached hereto and expressly incorporated by reference herein:
- ATTACHMENT A: SCOPE OF WORK
ATTACHMENT B: PAYMENT
ATTACHMENT C: ADDITIONAL GRANT INFORMATION AND REQUIREMENTS
- 3) COMPENSATION. Contractor shall complete the Services in a professional and timely manner consistent with the Scope of Work outlined in Attachment A. Contractor will be reimbursed for expenses incurred as provided in Attachment B: Payment. The total not-to-exceed amount of this Agreement is \$6,650. This project is supported by the federal Grant described on the first page of this Agreement in the amount of \$6,650; this accounts for 100% of the total funding of this Agreement.
- 4) STATUS OF PARTIES; INDEPENDENT CONTRACTOR. Contractor will provide Health District with Services under this Agreement as an independent contractor. Nothing contained in this Agreement will be construed to create a joint venture or partnership, or the relationship of principal and agent, or employer and employee, between Contractor and Health District. Nothing in this Agreement or the relationship between Health District and Contractor shall create a co-employment or joint employer relationship.
- 5) FISCAL MONITORING AND ADMINISTRATIVE REVIEW OF ADVERSE FINDINGS. Health District may, at its discretion, conduct a fiscal monitoring of Contractor at any time during the term of the Agreement. Contractor will be notified in writing at least three (3) weeks prior to the visit outlining documents that must be available prior to Health District's visit. Health District shall notify Contractor in writing of any Adverse Findings and recommendations as a result of the fiscal monitoring. Adverse Findings are defined as Lack of Adequate Records, Administrative Findings, Questioned Costs, and Costs Recommended for Disallowance. Contractor will have the opportunity to respond to Adverse Findings in writing to address any area(s) of disagreement. Health District shall review disagreement issues, supporting

documentation and files, and forward a decision to the Contractor in writing.

- 6) 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 Records Retention Policy, or a minimum of five (5) 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.
 - 6.01 Health District shall during the term of this Agreement until the conclusion of any audit period, have access to Contractor's records, calculations, presentations and reports relating to this Agreement for inspection and reproduction. If possible, Health District will provide Contractor with three (3) weeks prior written notice to gain access to such Contractor records.
- 7) FEDERAL AUDIT REQUIREMENTS FOR SUBRECIPIENTS RECEIVING AWARDS FROM HEALTH DISTRICT
 - 7.01 Contractor must comply with all applicable federal and state grant requirements including The Single Audit Act Amendments of 1996; 2 CFR Part 200 as amended; and any other applicable law or regulation, and any amendment to such other applicable law or regulation that may be enacted or promulgated by the federal government.
 - 7.02 If Contractor is a local government or non-profit organization that expends \$1,000,000 or more in federal awards during its fiscal year, the Contractor is required to provide the appropriate single or program-specific audit in accordance with provisions outlined in 2 CFR Part 200.501.
 - 7.03 If Contractor expends total federal awards of less than the threshold established by 2 CFR 200.501, it is exempt from federal audit requirements for that year, but records must be available for review or audit by appropriate officials (or designees) of the federal agency, pass-through entity, and Government Accountability Office ("GAO").
 - 7.04 If a federal audit is required, Contractor must send a copy of the confirmation from the Federal Audit Clearinghouse to procurement@snhd.org the earlier of 30 calendar days after receipt of the auditor's reports or nine months after the end of the audit period.
 - 7.05 Contractor is responsible for obtaining the necessary audit and securing the services of a certified public accountant or independent governmental auditor.
 - 7.06 Audit documentation and audit reports must be retained by the Contractor's auditor for a minimum of five years from the date of issuance of the audit report, unless the Contractor's auditor is notified in writing by the Health District, the

cognizant federal agency for audit, or the oversight federal agency for audit to extend the retention period. Audit documentation will be made available upon request to authorized representatives of the Health District, the cognizant federal agency for audit, the oversight federal agency for audit, the federal funding agency, or the GAO.

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

Southern Nevada Health District	Washoe County Regional Medical
Contract Administrator	Examiner's Office
Legal Department	990 E 9 th St
280 S. Decatur Blvd	Reno, NV 89512
Las Vegas, NV 89107	

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

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

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

- 11) GENERAL PROVISIONS.

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

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

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

11.03 ASSIGNMENT. Neither Party shall assign, transfer, or delegate any rights,

obligations or duties under this Agreement without the prior written consent of the other Party.

- 11.04 **USE OF NAME AND LOGO.** Contractor may not use the Health District's name, mark, logo, design or other Health District symbol for any purpose without the Health District's prior written consent. Contractor agrees that Health District, in its sole discretion, may impose restrictions on the use of its name and/or logo. Health District retains the right to terminate, with or without cause, Contractor's right to use the Health District's name and/or logo.
- 11.05 **STATEMENT OF ELIGIBILITY.** The Parties acknowledge to the best of their knowledge, information, and belief, and to the extent required by law, neither Party nor any of its respective employees/contractors is/are : i) currently excluded, debarred, suspended, or otherwise ineligible to participate in federal health care programs or in federal procurement or non-procurement programs; and ii) has/have not been convicted of a federal or state offense that falls within the ambit of 42 USC 1320a-7(a).
- 11.06 **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 2 CFR Part 200.
- 11.07 **NON-DISCRIMINATION.** As Equal Opportunity Employers, the Parties have an ongoing commitment to hire, develop, recruit and assign the best and most qualified individuals possible. The Parties employ employees without regard to race, sex, color, religion, age, ancestry, national origin, marital status, status as a disabled veteran, or veteran of the Vietnam era, disability, sexual orientation, or gender identity or expression. The Parties likewise agree that each will comply with all state and federal employment discrimination statutes, including but not limited to Title VII, and the American with Disabilities Act.
- 11.08 **INTEGRATION CLAUSE.** This Agreement, including all Attachments hereto, as it may be amended from time to time, contains the entire agreement among the Parties relative to the subject matters hereof.
- 11.09 **PROPER AUTHORITY.** The Parties hereto represent and warrant that the person executing this Agreement on behalf of each Party has full power and authority to enter into this Agreement and that the Parties are authorized by law to perform the services set forth in the documents incorporated herein.
- 11.10 **EXCLUSIVITY.** This Agreement is non-exclusive and both Parties remain free to enter into similar agreements with third parties. Contractor may, during the term of this Agreement or any extension thereof, perform services for any other clients, persons, or companies as Contractor sees fit, so long as the performance of such services does not interfere with Contractor's performance of obligations under this Agreement, and does not, in the opinion of Health District, create a conflict of interest.
- 11.11 **LIMITED LIABILITY.** The Parties will not waive and intend to assert available NRS

Chapter 41 liability limitations in all cases. To the extent applicable, actual agreement damages for any breach shall be limited by NRS 353.260 and NRS 354.626. Agreement liability of the Parties shall not be subject to punitive damages.

- 11.12 GOVERNING LAW. This Agreement and the rights and obligations of the Parties hereto shall be governed by and construed according to the laws of the State of Nevada, without regard to any conflicts of laws principles, with Clark County, Nevada as the exclusive venue of any action or proceeding related to or arising out of this Agreement.
- 11.13 INDEMNIFICATION. The Parties do not waive any right or defense to indemnification that may exist in law or equity.
- 11.14 PUBLIC RECORDS. Pursuant to NRS Chapter 239, information or documents, including this Agreement and any other documents generated incidental thereto may be opened to public inspection and copying unless a particular record is made confidential by law or a common law balancing of interests.
- 11.15 NO PRIVATE RIGHT CREATED. The Parties do not intend to create in any other individual or entity the status of a third-party beneficiary, and this Agreement shall not be construed to create such status. The rights, duties, and obligations contained in the Agreement shall operate only between the Parties to this Agreement, and shall inure solely to the benefit of the Parties determining and performing their obligations under this Agreement.
- 11.16 CODE OF CONDUCT. By executing the Agreement, Contractor acknowledges it has read and agrees to comply as applicable with Health District's Code of Conduct, which is available online at:
<https://media.southernnevadahealthdistrict.org/download/fqhc/code-of-conduct.pdf>
- 11.17 COUNTERPARTS. This Agreement may be executed in multiple counterparts, each of which shall be deemed an original, but which together shall constitute one instrument. Facsimile or electronic transmissions of documents and signatures shall have the same force and effect as originals.

[SIGNATURE PAGE TO FOLLOW]

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

SOUTHERN NEVADA HEALTH DISTRICT

**WASHOE COUNTY, NEVADA ON BEHALF OF
ITS REGIONAL MEDICAL EXAMINER'S
OFFICE**

By: _____
Cassius Lockett, PhD
District Health Officer
Health District UEI: ND67WQ2LD8B1

By: _____
Laura Knight
Medical Examiner
Washoe County, Nevada on Behalf of Its
Regional Medical Examiner's Office
UEI: GPR1NY74XPQ5

Date: _____

Date: _____

APPROVED AS TO FORM:

This document is approved as to form.
Signatures to be affixed after approval by
By: Southern Nevada District Board of Health

Edward Wynder, Esq.
Associate General Counsel
Southern Nevada Health District

**ATTACHMENT A
SCOPE OF WORK**

A. Contrator will participate in the following activities from September 30, 2025 through September 29, 2026 (“Period of Performance”):

A.1 **Goal 1; Component A:** Abstraction of SUID Deaths as Prescribed by the CDC:

<u>Objective</u>	<u>Activities</u>	<u>Due Date</u>	<u>Documentation Needed</u>
1. Ensure all deaths for decedents under 19 years in age continue to be referred to state and local Child Death Review Teams (“CDRTs”)	Send notification of all deaths to CDRTs Provide Death Certificate & Investigative Summary to CDRTs	Monthly	Death Certificate Information Sheet Investigative Summary/Report Medical Examiner Reports
2. Participate in regularly scheduled calls/meetings to discuss SUID/SDY death data, trends, outcomes, and workflow processes	Attend scheduled Child Death Reviews for Washoe County Compile reports on data extraction barriers and provide to the Health District’s SUID/SDY program coordinator to assist in resolution	As scheduled	Meeting minutes Agendas Medical Examiner Reports

A.2 **Goal 2; Component B:** Abstraction of SDY Deaths as prescribed by the CDC:

<u>Objective</u>	<u>Activities</u>	<u>Due Date</u>	<u>Documentation Needed</u>
1. Ensure all SDY deaths for decedents under 19 years in age continue to be referred to Advanced Child Death Review Team	Provide Death Certificate & Investigative Summary to Health District	Quarterly	Death Certificate Information Sheet Investigative Summary/Report Medical Examiner Reports

2. Obtain contact information from the families of SDY decedents	Contact families regarding consent. Document family history and specific questions as related to unexpected death and heart conditions.	Quarterly	Copy of consent forms
3. Send specimens for genetic testing	Ensure timely collection and submission for genetic testing. Contractor shall ensure its protocols comply with CDC SUID/SDY autopsy requirements. Biospecimens are collected by pathologists.	Within 30 days of consent	Proof of shipment
4. Participate in regularly scheduled calls/meetings to discuss SUID/SDY death data, trends, outcomes, and workflow processes	Attend quarterly Advanced Death Review Compile reports on data extraction barriers and provide to Health District's SUID/SDY program coordinator to assist in resolution. Assist with recruitment of specialists for the Advanced Review Team when possible.	Quarterly	Meeting minutes Agendas Medical Examiner Reports

B. Pursuant to 2 CFR 200.303, Contractor will:

- B.1 Establish and maintain effective internal controls over funding and activities related to this Agreement;
- B.2 Maintain documentation supporting compliance and control measures;
- B.3 Ensure compliance with federal statutes, regulations, this Agreement, and Grant terms;
- B.4 Align internal controls with standards such as those issued by the Committee of Sponsoring Organizations of the Treadway Commission or the Standards for Internal Control in the Federal Government issued by the Comptroller General of the United States;
- B.5 Conduct risk assessments to identify and mitigate potential issues;
- B.6 Regularly monitor and review internal controls for effectiveness; and
- B.7 Upon request, provide Health District with documented evidence of internal controls.

- C. Prepare and submit programmatic reports as requested by Health District.
- D. Work with Health District staff to ensure proper close out of Period of Performance.

DRAFT

**ATTACHMENT B
PAYMENT**

A. Total Not-to-Exceed amount available for reimbursement to Contractor of \$6,650 from September 30, 2025 through September 29, 2026.

A.1 Contractor will bill for Services actually provided up to the Not-to-Exceed Amount per Approved Budget Category ("Category") as detailed below. If ten percent or more of the awarded Grant funds are moved from one Category to another Category, prior written Health District approval is required.

Category: Operating	
Cardiac pathology testing for SUID cases. 3 tests X \$1,000 per test (Health District Reference SUIDA).	\$3,000
Viral/bacterial infection testing for SUID cases. 5 tests X \$380 per test (Health District Reference SUIDA).	\$1,900
Genetic testing for SDY-consented deaths. 5 tests X \$350 per test (Health District Reference SUIDB).	\$1,750
Total Not-to-Exceed Amount:	<u>\$6,650</u>

A.2 Payments shall be based on approved Contractor invoices submitted in accordance with this Agreement. No payments shall be made in excess of the total Not-to-Exceed amount for this Agreement.

A.3 Contractor will not bill more frequently than monthly for the term of the Agreement. The invoice will itemize specific costs incurred for each allowable item as agreed upon by the Parties.

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

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

(c) Contractor 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) 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 Contractor may submit its Requests for Reimbursement ("RFR(s)") less often than monthly, provided adequate time is allowed for the Health District to review and process each RFR. In the event Contractor elects to submit RFRs less often than monthly, it will observe the following specific deadlines when submitting RFRs:

- (a) Contractor's RFR for period September 30, 2025 through June 30, 2026 must be submitted in its entirety to Health District no later than July 10, 2026. Contractor's failure to timely submit this RFR on or before July 10, 2026 with the inclusion of all expenses incurred before June 30, 2026 may result in non-reimbursement for unincurred expenses.
 - (b) Contractor's "Final" RFR for period July 1, 2026 through September 30, 2026 must be submitted to Health District no later than October 15, 2026.
- A.5 Contractor will not be eligible for compensation for Services provided before or after the date range specified in Paragraph A above, unless express written authorization to bill for such Services is received from Health District.
- A.6 Health District shall not be liable for interest charges on late payments.
- A.7 In the event items on an invoice are disputed, payment on those items will be held until the dispute is resolved. Undisputed items will not be held.

DRAFT

ATTACHMENT C
ADDITIONAL GRANT INFORMATION AND REQUIREMENTS

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

- A. **CONFLICT OF INTEREST.** Contractor agrees to immediately disclose to Health District any existing or potential conflicts of interest relative to performance of the Services.
- B. **U.S. DEPARTMENT OF HEALTH AND HUMAN SERVICES (“HHS”) REQUIREMENTS.** Contractor agrees to comply as applicable with Uniform Guidance Requirements, Cost Principles, and Audit Requirements for HHS awards, codified at 2 CFR Part 200. Contractor further agrees to ensure its compliance with applicable terms and conditions contained within the HHS Grants Policy Statement, which is available online at <https://www.hhs.gov/sites/default/files/hhs-grants-policy-statement-oct-2025.pdf>.
- C. 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.Eff.2025.10.01.pdf>.
- 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 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.
- (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.
- F.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.

- F.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.
- G. Contractor will ensure its compliance as applicable with the Investment and Jobs Act (IIJA), codified as Public Law 117-58 on November 15, 2021, and as may be amended from time to time; provisions of which as of the time of the execution of this Agreement are proposed by the federal Office of Management and Budget (OMB) to be adopted as new part 184 in 2 CFR Chapter I to support implementation of IIJA, and to further clarify existing requirements within 2 CFR 200.322. These proposed revisions are intended to improve uniformity and consistency in the implementation of “Build America, Buy America (BABA) requirements across government. OMB’s proposed action, dated February 9, 2023, can be reviewed online at <https://www.federalregister.gov/documents/2023/02/09/2023-02617/guidance-for-grants-and-agreements>. Public Law 117-58 may be reviewed online at <https://www.congress.gov/bill/117th-congress/house-bill/3684/text>.
- H. 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.

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

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

DRAFT