



**TO:** SOUTHERN NEVADA DISTRICT BOARD OF HEALTH      **DATE:** February 26, 2026

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

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**PETITION #28-26**

**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 3 grant awarded to the SNHD by the Centers for Disease Control and Prevention (CDC) (Award # NU58DP007746). The CDC refers to this grant award as Racial and Ethnic Approaches to Community Health (REACH).

**PETITIONERS:**

**Cassius Lockett, PhD.,** District Health Officer *[Signature]*  
**Xavier F. Gonzales, PhD., MSPH, CHWI,** Director of Community Health *[Signature]*  
**Maria Azzarelli, EMHA, CHES,** Manager of Chronic Disease Prevention & Health Promotion *M.A.*  
**Nicole Bungum, MS,** Supervisor of Chronic Disease Prevention & Health Promotion *NMB*

**DISCUSSION:**

To support activity-friendly routes to everyday destinations, the CLV will implement strategies from their Vision Zero Action Plan including strategies from the safe routes to parks guidelines to help increase safe bicycling and pedestrian access to and from local parks.

**FUNDING:**

The Year 3 REACH grant project funding allocated to the CLV totals \$50,000. The associated scope of work will be completed by September 29, 2026.



**INTERLOCAL  
PROFESSIONAL SERVICES AGREEMENT  
BETWEEN  
SOUTHERN NEVADA HEALTH DISTRICT  
AND  
CITY OF LAS VEGAS  
C2600074**

THIS INTERLOCAL PROFESSIONAL SERVICES AGREEMENT (“Agreement”), is made and entered into by and between the Southern Nevada Health District (“Health District”) and the City of Las Vegas (“Contractor”) (individually “Party” and collectively “Parties”).

**RECITALS**

WHEREAS, NRS 277.180 authorizes the one or more public agencies to contract with each other or with any one or more public agencies for performance of any governmental services, activity or undertaking which the public agencies are authorized by law to perform;

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

WHEREAS, Contractor oversees public parks within its jurisdiction and is able to implement improvements and/or enhancements to make travel to and from its parks safer for all road users, utilizing, in part, Contractor’s Vision Zero Plan, which is designed to eliminate all traffic fatalities and severe injuries, while increasing safe, healthy, and equitable mobility for all in Las Vegas;

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 NU58DP007746, CFDA Number 93.304, Program entitled Racial and Ethnic Approaches to Community Health, awarded September 2, 2025, with a total amount awarded to Health District of \$1,899,332 (the “Grant”);

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 receiving payment made with Grant funds, Contractor represents it has the expertise, qualifications and resources available to support the above services as required.

NOW THEREFORE, the Parties mutually agree as follows:

- 1) TERM, TERMINATION, AND AMENDMENT. This Agreement shall be effective from 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 paragraph 1, provided that a termination shall not be effective until thirty (30) days after a Party has served written notice upon the other Party.
  - 1.02 This Agreement may be terminated by mutual consent of both Parties or unilaterally by either Party with or without cause. Termination for cause will eliminate the thirty (30) day waiting period described in the above 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 AND 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 A: Scope of Work and Payment. The total not-to-exceed amount of this Agreement is \$50,000, all of which is funded by the Grant described on the first page of this Agreement; this accounts for 100% of the total funding for the term of the Agreement.
- 4) STATUS OF PARTIES; INDEPENDENT CONTRACTOR. Contractor will provide Services to Health District under this Agreement as an independent contractor. Nothing in this Agreement or the relationship between Health District and Contractor will be construed to create a joint venture or partnership, or the relationship of principal and agent, or employer and employee, or to create a co-employment or joint employer relationship.
- 5) FISCAL MONITORING AND ADMINISTRATIVE REVIEW OF ADVERSE FINDINGS. Health District may, at its discretion, and during Contractor's regular business hours, conduct a fiscal monitoring of Contractor at any time during the term of the Agreement. Contractor will be notified in writing at least two (2) weeks prior to the visit, outlining documents that must

be available prior to Health District's visit. In the event a regulatory body requests access to Contractor records for fiscal monitoring, Health District will provide as much advance written notice to Contractor as is reasonably possible. 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) FEDERAL AUDIT REQUIREMENTS FOR SUBRECIPIENTS RECEIVING AWARDS FROM HEALTH DISTRICT.

6.01 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.

6.02 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 §200.501.

6.03 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").

6.04 Contractor must send a copy of the confirmation from the Federal Audit Clearinghouse to [procurement@snhd.org](mailto: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.

6.05 Contractor is responsible for obtaining the necessary audit and securing the services of a certified public accountant or independent governmental auditor.

6.06 Audit documentation and audit reports must be retained by 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.

7) BOOKS AND RECORDS.

7.01 Each Party shall keep and maintain under generally accepted accounting principles full, true and complete books, records, and documents as are necessary to fully disclose to the other Party, properly empowered government entities, or their authorized representatives, upon audits or reviews, sufficient information to determine compliance with the terms of this Agreement and any applicable statutes and regulations. All such books, records and documents shall be retained by each Party in accordance with its respective Records Retention Schedule, or for a minimum of five (5) years from the date of termination of this Agreement; whichever is longer. This retention time shall be extended when an audit is scheduled or in progress for a period of time reasonably necessary to complete said audit and/or to complete any administrative and/or judicial proceedings which may ensue.

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

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

Southern Nevada Health District	City of Las Vegas
Sr. Contract Administrator	495 S. Main Street
Legal Department	Las Vegas, NV 89101
280 S. Decatur Blvd	
Las Vegas, NV 89107	

9) CONFIDENTIALITY. Each Party will use the same degree of care that it uses to protect the confidentiality of its own information of like kind (but in no event less than reasonable care) not to disclose or use any information deemed confidential for any purpose outside the scope of this Agreement, unless compelled by law to do so and having given prior notice of such compelled disclosure to the other Party.

10) MUTUAL COOPERATION. Each Party shall fully cooperate with the other in the furtherance of this Agreement, and will provide assistance to one another in the investigation and resolution of any complaints, claims, actions or proceedings that may arise out of the provision of Services hereunder.

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

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

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

13) **GENERAL PROVISIONS.**

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

13.02 **ASSIGNMENT.** Contractor shall not assign, transfer, or delegate any rights, obligations or duties under this Agreement without the Health District's prior written consent.

13.03 **USE OF NAME AND LOGO.** Neither Party may use the other Party's name, mark, logo, design or other symbol for any purpose without the other Party's prior written consent. The Parties agree that either Party, in its sole discretion, may impose restrictions on the use of its name and/or logo. The Parties retain the right to terminate, with or without cause, the other Party's use of its name and/or logo.

13.04 **NON-DISCRIMINATION.** As Equal Opportunity Employers, the Parties have an ongoing commitment to hire, develop, recruit and assign the best and most qualified individuals possible. The Parties employ employees without regard to race, sex, color, religion, age, ancestry, national origin, marital status, status as a disabled veteran, or veteran of the Vietnam era, disability, sexual orientation or gender identity or expression. The Parties likewise agree that each will comply with all state and federal employment discrimination statutes, including but not limited to Title VII, and the American with Disabilities Act.

13.05 **STATEMENT OF ELIGIBILITY.** The Parties acknowledge to the best of their knowledge, information, and belief, and to the extent required by law, neither Party nor any of its respective employees/contractors is/are : i) currently excluded, debarred, suspended, or otherwise ineligible to participate in federal health care programs or in federal procurement or non-procurement programs; and ii) has/have not been convicted of a federal or state offense that falls within the ambit of 42 USC 1320a-7(a). If Contractor status changes at any time pursuant to this 13.05a), Contractor agrees to immediately notify Health District in writing, and Health District may terminate this Agreement for cause as described in the above Section 1.

13.06 **INTEGRATION CLAUSE.** This Agreement, including all Attachments hereto, as it may be amended from time to time, contains the entire agreement among the Parties relative to the subject matters hereof.

13.07 **COMPLIANCE WITH LEGAL OBLIGATIONS.** Contractor shall perform the Services in

compliance with all applicable federal, state, and local laws, statutes, regulations, appropriations legislation, orders and industry standards, including but not limited to all applicable provisions of 2 CFR Part 200.

- 13.08 PROPER AUTHORITY. The Parties hereto represent and warrant that the person executing this Agreement on behalf of each Party has full power and authority to enter into this Agreement and that the Parties are authorized by law to perform the services set forth in the documents incorporated herein.
- 13.09 NON-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.
- 13.10 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.
- 13.11 GOVERNING LAW. This Agreement and the rights and obligations of the Parties hereto shall be governed by and construed according to the laws of the State of Nevada, without regard to any conflicts of laws principles, with Clark County, Nevada as the exclusive venue of any action or proceeding related to or arising out of this Agreement.
- 13.12 INDEMNIFICATION. The Parties do not waive any right or defense to indemnification that may exist in law or equity.
- 13.13 PUBLIC RECORDS. The Parties are public entities subject to Nevada's Public Records Act pursuant to NRS Chapter 239. Accordingly, information or documents, including this Agreement and any other documents generated incidental thereto may be opened to public inspection and copying unless a particular record is made confidential by law or a common law balancing of interests.
- 13.14 NO PRIVATE RIGHT CREATED. The Parties do not intend to create in any other individual or entity the status of a third-party beneficiary, and this Agreement shall not be construed to create such status. The rights, duties, and obligations contained in the Agreement shall operate only between the Parties to this Agreement and shall inure solely to the benefit of the Parties determining and performing their obligations under this Agreement.
- 13.15 CLEAN AIR ACT (42 U.S.C. 7401-7671q.) and the FEDERAL WATER POLLUTION CONTROL ACT (33 U.S.C. 1251-1387), as amended—Contractor agrees 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). Contractor acknowledges violations must be promptly reported to the Health District, the CDC, and the Regional Office of the Environmental Protection Agency (“EPA”).

- 13.16 **PROCUREMENT OF RECOVERED MATERIALS.** Contractor and its contractors will comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act, as applicable. The requirements of Section 6002 include procuring only items designated in guidelines of the 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.
- 13.17 **CODE OF CONDUCT.** By executing the Agreement, the Parties acknowledge they have each read and respectively agree 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>
- 13.18 **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**  
Health District UEI Number: ND67WQ2LD8BA

By: \_\_\_\_\_  
Cassius Lockett, PhD  
District Health Officer

Date: \_\_\_\_\_

**CITY OF LAS VEGAS**  
Contractor UEI Number: HJS3TZHWWJX5

By: \_\_\_\_\_  
Shelley Berkley  
Mayor

Date of City Council Approval Below:

\_\_\_\_\_

ATTEST:

By: \_\_\_\_\_  
LuAnn D. Holmes, MMC, City Clerk

APPROVED AS TO CONTENT:

By: \_\_\_\_\_  
Ravi Seera  
City Traffic Engineer

Date: \_\_\_\_\_

APPROVED AS TO FORM:

By: \_\_\_\_\_  
Deputy City Attorney

Date: \_\_\_\_\_

APPROVED AS TO FORM:

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

By: \_\_\_\_\_  
Heather Anderson-Fintak, Esq.  
General Counsel  
Southern Nevada Health District

**ATTACHMENT A**  
**Scope of Work and Payment**

**Performance Period September 30, 2025 through September 29, 2026**

The Health District will work with the Contractor to implement local level policies, plans, and activities to connect pedestrian, bicycle, or transit networks to everyday destinations including parks.

A. Contractor will:

- A.1 Continue facilitation of Contractor’s Vision Zero Technical Advisory Committee to guide implementation of the Contractor’s Vision Zero Action Plan.
- A.2 Include the Safe Routes to Parks Guiding Principles document developed in Year 2 as an appendix to the Vision Zero Plan when the plan is updated in 2026.
- A.3 Identify and prioritize at least five (5) parks in the City of Las Vegas serving REACH priority populations
  - (a) Implement Safe Routes to Parks improvements/enhancements in at least three (3) of the five (5) identified parks that support safe, activity-friendly connections between parks, neighborhoods, and other everyday destinations. Contractor will install and maintain all enhancements/improvements.
- A.4 Submit monthly progress reports to Health District on the scope of work activities above, using a template to be provided by Health District.
- A.5 Participate in grant-related meetings as requested by Health District.
- A.6 Work closely with Health District staff to ensure proper close-out of Grant related obligations.

B. Payments to Contractor for Services actually performed during Budget Period September 30, 2025 through September 29, 2026 are not-to-exceed \$50,000.

- B.1 Agreement-related items eligible for reimbursement during this Budget Period include the following:
  - (a) Allowable reimbursement expenses may include supplies/materials including but not limited to:
    - Enhancements: Crosswalk and bike lane marking supplies, landscape materials, reflective tape markings, bike racks, benches, supplies for sidewalk repairs, speed humps and curb ramps (asphalt and gravel), materials to separate bike lanes or enhance crosswalks including temporary bollards and solar lighting
    - Measuring: Signage

- Contractual/Consultants
  - Printing
  - Community engagement support
  - Other direct costs if pre-approved in writing by the Health District Project Manager
- B.2 Grant funds **may not** be used for lobbying, purchasing food, construction, concrete, permanent lighting, or flashing beacons.
- B.3 Contractor may not bill more often than monthly for actual work completed, and will bill within 15 days after the month in which such work is completed.
- B.4 Services provided by Contractor outside of the Budget Period date range will not be eligible for payment.
- B.5 Contractor will submit invoices to [AP@snhd.org](mailto:AP@snhd.org), and will reference agreement number C2600074 on each invoice submitted. Contractor is responsible for ensuring Health District receives timely invoices.
- B.6 Payments shall be based on approved Contractor invoices submitted in accordance with this Agreement. No payments will be made in excess of the total not-to-exceed amount of this Agreement.
- (a) Each invoice will itemize specific costs incurred for each allowable Expense item as agreed upon by the Parties as identified in the Agreement.
  - (b) 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.
  - (c) All 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.
  - (d) All Invoices are subject to approval by Health District project and fiscal staff.
  - (e) Contractor acknowledges that the end of Health District's fiscal year is June 30 of any given year. In observance of the close of Health District's fiscal year, Contractor acknowledges its RFR for month ending June 30 must include all reimbursable expenses incurred to-date but not previously billed; and must be submitted to Health District no later than July 7. Failure to remit this RFR inclusive of all previously unbilled reimbursable expenses by July 7 may result in a delay in payment and/or in an adjustment to the amount deemed eligible for reimbursement.
  - (f) Contractor must submit its final Request for Reimbursement billing to Health

District no later than October 15, 2026.

- (g) 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. Additionally, Health District may terminate this Agreement for cause as described in Section 1. of the Agreement, and may withhold payment to Contractor, and/or require that Contractor return some or all payments made with Grant funds to Health District.
  - (h) Excepting any exclusions listed in Attachment C, Additional Grant Information and Requirements and Subsection B.2 of this Agreement, cost principles contained in Uniform Guidance 2 CFR Part 200, Subpart E, shall be used as criteria in the determination of allowable Expenses costs.
- B.7 Health District will not be liable for interest charges on late payments.
- B.8 In the event items on an invoice are disputed, payment on those items will be held until the dispute is resolved. Undisputed items will not be held with disputed items.

**ATTACHMENT C**  
**ADDITIONAL GRANT INFORMATION AND REQUIREMENTS**

- A. As a subrecipient of Grant funds, Contractor agrees to ensure its compliance as is applicable with the following requirements:
- A.1 Grant funds will not be used to supplant existing financial support for Contractor programs.
- A.2 Prior to October 1, 2025, Grant funds are subject to the termination provisions at 45 CFR 75.372. Starting on October 1, 2025, Grant funds are subject to the termination provisions at 2 CFR 200.340. Pursuant to 2 CFR 200.340, Contractor agrees by accepting Grant funds that continued Grant funding is contingent upon the availability of appropriated funds, Contractor’s satisfactory performance, compliance with the terms and conditions of Grant and this Agreement, and a decision by the federal funding agency that the Grant funds continue to effectuate program goals or agency priorities.
- Starting October 1, 2025, the Grant may be terminated in part or entirety as follows pursuant to 2 CFR § 200.340
    - By the federal funding agency (“CDC”) or pass-through entity (“Health District”) if Contractor fails to comply with the terms and conditions of the Grant;
    - By the CDC through the Health District with the consent of Contractor, in which case the Health District and Contractor must agree upon the termination conditions. These conditions include the effective date and, in the case of partial termination, the portion to be terminated;
    - By the Contractor upon sending Health District a written notification of the reasons for such termination, the effective date, and, in the case of partial termination, the portion to be terminated. However, if the CDC or Health District determines that the remaining portion of the Grant will not accomplish the purposes for which the Grant was made, the CDC or Health District may terminate the Grant in its entirety; or
    - By the CDC or Health District pursuant to the terms and conditions of the Grant, including, to the extent authorized by law, if the Grant no longer effectuates the program goals or agency priorities.
  - (a) By accepting Grant funds, Contractor acknowledges and accepts the provisions of 2 CFR § 200.340 in their entirety, including but not limited to the above. Should Contractor let sub-contracts using Grant funds with Health District’s prior written approval, Contractor agrees to include the provisions of 2 CFR § 200.340 in each Grant funded sub-contract.

- A.3 Consistent with 2 CFR 200.113, subrecipients must disclose, in a timely manner in writing to 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 Health District, the CDC, and to HHS OIG at the following addresses:

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

AND

CDC, Office of Grants Services  
Joëlle Cadet, Grants Management Specialist  
Chenega Enterprise Systems and Solutions (CHESS)  
Office of Grant Services (OGS) Branch 5  
Centers for Disease Control and Prevention (CDC)  
Email: [grx2@cdc.gov](mailto:grx2@cdc.gov) (Include "Mandatory Grant Disclosures" in subject line)

AND

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

**Subrecipients must include this mandatory disclosure requirement in all subawards and contracts made under this Grant.**

Failure to make required disclosures can result in any of the remedies described in 2 CFR 200.339. Remedies for noncompliance, including suspension or debarment (See 2 CFR parts 180 and 376, and 31 U.S.C. 3321).

- B. In addition to federal laws, regulations and policies, Contractor agrees to ensure its compliance as applicable with the CDC's General Terms and Conditions for Non-Research awards located at <https://www.cdc.gov/grants/documents/General-Terms-and-Conditions-Non-Research-Awards.Eff.2025.10.01.pdf>, and the CDC hereby incorporates Notice of Funding Opportunity (NOFO) number CDC-RFA-DP-23-00014, located at <https://www.grants.gov/search-results-detail/342940>, as may be amended, both of which are hereby made a part of this Non-research award subrecipient agreement.

- B.1 Effective April 4, 2022, potential Grant subrecipients must have a Unique Entity Identifier (“UEI”) prior to receiving a Grant subaward. The EUI is generated as part of SAM.gov registration. Current SAM.gov registrants have already been assigned their UEI and can view it in SAM.gov and/or Grants.gov.

Additional information is available at:

<https://sam.gov/content/home>; and  
<https://grantsgovprod.wordpress.com/2021/09/14/how-to-find-an-applicants-uei-within-grants-gov/>.

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

- B.2 Contractor must comply with the administrative and public policy requirements outlined in 2 CFR Part 200 and the HHS Grants Policy Statement, as appropriate. Brief descriptions of relevant provisions are available at <https://www.cdc.gov/grants/additional-requirements/index.html>.

- (a) The full text of the Uniform Administrative Requirements, Cost Principles, and Audit Requirements, 2 CFR Part 200, can be found at: <https://www.ecfr.gov/current/title-2/subtitle-A/chapter-II/part-200>

- B.3 Notice of Funding Opportunity Restrictions and Limitations.

- Subrecipients may not use funds for research
- Subrecipients may not use funds for clinical care
- Subrecipients may use funds only for reasonable program purposes, including personnel, travel, supplies, and services
- Generally, subrecipients may not use funds to purchase furniture or equipment. Any such proposed spending must be clearly identified in Contractor’s budget as approved by Health District and the CDC
- Reimbursement of pre-award costs generally is not allowed
- Other than for normal and recognized executive-legislative relationships, no funds may be used for:
  - Publicity or propaganda purposes, for the preparation, distribution, or use of any material designed to support or defeat the enactment of legislation before any legislative body

- The salary or expenses of any grant or contract subrecipient, or agent acting for subrecipient, related to any activity designed to influence the enactment of legislation, appropriations, regulation, administrative action, or Executive order proposed or pending before any legislative body
  - See Additional Requirement (AR) 12 for detailed guidance on this prohibition and additional guidance on lobbying for CDC subrecipients.
- C. HHS SPECIFIC 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>.
- D. COMPLIANCE WITH UNIFORM GUIDANCE PROCUREMENT STANDARDS. Contractor agrees to follow and comply with 2 CFR §§200.318 General Procurement Standards through 200.327 Contract Provisions as applicable.
  - D.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.
- E. 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:
  - E.1 REMEDIES. Contracts for more than the simplified acquisition threshold currently set at \$250,000, which is the inflation-adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by 41 U.S.C. 1908, must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate.
  - E.2 TERMINATION. All federally funded contracts in excess of \$10,000 must address termination for cause and for convenience by the non-Federal entity including the manner by which it will be effected and the basis for settlement.
  - E.3 EQUAL EMPLOYMENT OPPORTUNITY. Except as otherwise provided under 41 CFR Part 60, all contracts that meet the definition of “Federally assisted construction contract” in 41 CFR Part 60-1.3 must include the equal opportunity clause provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246, “Equal Employment Opportunity” (30 FR 12319, 12935, 3 CFR Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, “Amending Executive Order 11246 Relating to Equal Employment Opportunity,” and implementing regulations at 41 CFR

part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor."

- E.4 DAVIS-BACON ACT, as amended (40 U.S.C. 3141-3148). When required by Federal program legislation, all prime construction contracts in excess of \$2,000 awarded by non-Federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 CFR Part 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-Federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency. The contracts must also include a provision for compliance with the Copeland "Anti-Kickback" Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency.
- E.5 CONTRACT WORK HOURS AND SAFETY STANDARDS ACT (40 U.S.C. 3701-3708). Where applicable, all contracts awarded by a non-Federal entity in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.
- E.6 RIGHTS TO INVENTIONS MADE UNDER A CONTRACT OR AGREEMENT. If the Federal

award meets the definition of “funding agreement” under 37 CFR § 401.2 (a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that “funding agreement,” the recipient or subrecipient must comply with the requirements of 37 CFR Part 401, “Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements,” and any implementing regulations issued by the awarding agency.

- E.7 CLEAN AIR ACT (42 U.S.C. 7401-7671q.) and the FEDERAL WATER POLLUTION CONTROL ACT (33 U.S.C. 1251-1387), as amended—Contracts and subgrants of amounts in excess of \$150,000 must contain a provision that requires the non-Federal 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).
- E.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).
- E.9 DEBARMENT AND SUSPENSION. (Executive Orders 12549 and 12689)—A contract award (see 2 CFR 180.220) must not be made to parties listed on the governmentwide Excluded Parties List System in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR Part 1986 Comp., p. 189) and 12689 (3 CFR Part 1989 Comp., p. 235), “Debarment and Suspension.” The Excluded Parties List System in SAM contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.
  - (a) Furthermore, each of 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.
- E.10 BYRD ANTI-LOBBYING AMENDMENT (31 U.S.C. 1352)—Contractors that apply or bid for an award of \$100,000 or more must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal

contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award.

- E.11 **PROCUREMENT OF RECOVERED MATERIALS.** A non-Federal entity that is a state agency or agency of a political subdivision of a state and its contractors must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired by the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.
- F. 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>.
- G. **PROHIBITION ON CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES OR EQUIPMENT.** Contractor certifies it is in compliance with 2 CFR §200.216 as published on August 13, 2020, and as may be amended from time to time, and Contractor has not and will not use federal funds to:
- (1) Procure or obtain;
  - (2) Extend or renew a contract to procure or obtain; or
  - (3) Enter into a contract to procure or obtain;
    - (i) equipment, services, or systems using covered telecommunications equipment or services as a substantial or essential component of any system, or as a critical technology as part of any system. As described in Public Law 115—232, Section 889, covered telecommunications equipment is telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary

or affiliate of such entities).

(ii) For the purpose of public safety, security of government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities).

(iii) Telecommunications or video surveillance services provided by such entities or using such equipment.

(iv) Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of the National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country.

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

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