



TO: SOUTHERN NEVADA DISTRICT BOARD OF HEALTH DATE: December 19, 2019

RE: *Approval of A02 Amendment to Interlocal Agreement C1900050 (“Agreement”), by and between Southern Nevada Health District and the City of Las Vegas (the “City”) revising the Effective Date of Agreement to align with start date of initial Period of Performance*

PETITION # 23-20

That the Southern Nevada District Board of Health *approve an Amendment A02, revising the Effective Date of the Agreement to align with the start date of the initial Period of Performance of the Agreement through which the City provides services to support grant deliverables for the Southern Nevada Health District Community Partnership to Promote Health Equity, awarded to the Health District by the Centers for Disease Control and Prevention (“CDC”), Federal Award Identification Number NU58DP006578, award dates September 16, 2018 and August 7, 2019, and as amended September 27, 2018, December 13, 2018, February 5, 2019, and July 6, 2019. The CDC refers to this grant award as Racial and Ethnic Approaches to Community Health (“REACH”). The Effective Date amendment has no impact on the scope of work or budget contained in the interlocal agreement.*

PETITIONERS:

MC. **MC. Maria Azzarelli, Manager Chronic Disease Prevention**
MD **Michael Johnson, PhD., Director of Community Health**
FL **Fermin Leguen, MD, MPH Acting Chief Health Officer**

DISCUSSION:

The Health District received a five-year (September 30, 2018 -September 29, 2023) grant awarded by the CDC. Although the initial Notice of Award was issued to the Health District by the CDC subsequent to the September 30, 2018 start date of the initial Period of Performance, the CDC communicated that Health District’s grant partners would be permitted to bill for work performed retroactively to September 30, 2018. As a result, the Health District and the City are revising the Effective Date of the Agreement to align with the September 30, 2018 start date of the initial Period of Performance

FUNDING:

This no-cost Amendment clarifies a clerical matter and carries no fiscal impact.



**AMENDMENT A02 TO INTERLOCAL
PROFESSIONAL SERVICES AGREEMENT
BETWEEN
SOUTHERN NEVADA HEALTH DISTRICT
AND
CITY OF LAS VEGAS
C1900050**

THIS AMENDMENT A02 IS MADE WITH REFERENCE TO Interlocal Professional Services Agreement (“Agreement”), Effective Date February 4, 2019, and as amended on September 9, 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 clarify and memorialize certain grant-related details and requirements, and to align the Effective Date of the Agreement with the start date of the first Period of Performance.

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 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 (“HHS”), Federal Award Identification Number (“FAIN”) NU58DP006578, CFDA Number 93.738, Program entitled Southern Nevada Health District Community Partnership to Promote Health Equity, award dates September 16, 2018 and August 7, 2019, and as amended September 27, 2018, December 13, 2018, February 5, 2019, and July 6, 2019 (the “Grant”); and

- 2) 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 September 30, 2018 through September 29, 2020 unless sooner terminated by either Party as set forth in this Agreement.
- 3) 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-A02: PAYMENT

ATTACHMENT C-A02: ADDITIONAL GRANT INFORMATION AND REQUIREMENTS

- 4) Section 3, Compensation, is hereby deleted in its entirety and replaced with the following:
 3. **COMPENSATION.** Contractor shall complete the services in a professional and timely manner, and consistent with the Scope of Work outlined in Attachment A-A01. Contractor will be reimbursed for expenses incurred as provided in Attachment B-A02, 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. Attachment B, Payment, is hereby deleted in its entirety and replaced with Attachment B-A01, attached hereto.
- 5) Attachment B-A01, Payment, is hereby deleted in its entirety and replaced with Attachment B-A02, attached hereto.
- 6) Attachment C-A01, Additional Grant Information and Requirements, is hereby deleted in its entirety and replaced with Attachment C-A02, attached hereto.

This Amendment A02 will become effective from the date of the last signature affixed hereto.

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


[SIGNATURE PAGE TO FOLLOW]

BY SIGNING BELOW, the Parties hereto have approved and executed this Amendment A02 to Agreement C1900050.

SOUTHERN NEVADA HEALTH DISTRICT
Health District DUNS Number: 137055492

APPROVED AS TO FORM:

By: _____
Fermin Leguen, MD, MPH
Interim Chief Health Officer

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

Date: _____

CITY OF LAS VEGAS
City of Las Vegas DUNS Number: 03038160

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 B-A02
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>

A.2 Expenses incurred by Contractor after September 29, 2020 will not be eligible for reimbursement using funds from this Budget Period.

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>

B.1 Expenses incurred by Contractor after September 29, 2019 will not be eligible for reimbursement using funds from this Budget Period.

C. Payments shall be based on approved Contractor invoices submitted in accordance with this Agreement. The sum of payments shall not exceed allowable compensation stated in Paragraph 3 of this Agreement and no payments shall be made in excess of the maximum allowable total for this Agreement.

D. Contractor will not bill more frequently than monthly for the term of the Agreement. The invoice will itemize specific costs incurred for each item as identified in the project budget period as shown above.

- (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.
- E. Health District shall not be liable for interest charges on late payments.
- F. In the event items on an invoice are disputed, payment on those items will be held until the dispute is resolved.

**ATTACHMENT C-A02
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. COMPLIANCE WITH UNIFORM GUIDANCE PROCUREMENT STANDARDS. Contractor agrees to follow and comply with 2 CFR §§200.318 General Procurement Standards through 200.326 Contract Provisions as applicable.
- C. UNIFORM GUIDANCE CONTRACT PROVISIONS. In accordance with 2 CFR Part 200 Appendix II to Part 200—Contract Provisions for Non-Federal Entities, Contractor agrees to follow and comply with all applicable contract provisions contained therein. These provisions may include the following:
- C.1 REMEDIES. Contracts for more than the simplified acquisition threshold currently set at \$250,000, which is the inflation-adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by 41 U.S.C. 1908, must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate.
- C.2 TERMINATION. All federally funded contracts in excess of \$10,000 must address termination for cause and for convenience by the non-Federal entity including the manner by which it will be effected and the basis for settlement.
- C.3 EQUAL EMPLOYMENT OPPORTUNITY. Except as otherwise provided under 41 CFR Part 60, all contracts that meet the definition of “Federally assisted construction contract” in 41 CFR Part 60-1.3 must include the equal opportunity clause provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246, “Equal Employment Opportunity” (30 FR 12319, 12935, 3 CFR Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, “Amending Executive Order 11246 Relating to Equal Employment Opportunity,” and implementing regulations at 41 CFR part 60, “Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor.”
- C.4 DAVIS-BACON ACT, as amended (40 U.S.C. 3141-3148). When required by Federal program legislation, all prime construction contracts in excess of \$2,000 awarded by non-Federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 CFR Part 5, “Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction”). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-Federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency. The contracts must also include a provision for compliance with the Copeland “Anti-Kickback” Act (40 U.S.C. 3145), as

supplemented by Department of Labor regulations (29 CFR Part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency.

- C.5 **CONTRACT WORK HOURS AND SAFETY STANDARDS ACT (40 U.S.C. 3701-3708).** Where applicable, all contracts awarded by a non-Federal entity in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.
- C.6 **RIGHTS TO INVENTIONS MADE UNDER A CONTRACT OR AGREEMENT.** If the Federal award meets the definition of "funding agreement" under 37 CFR § 401.2 (a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement," the recipient or subrecipient must comply with the requirements of 37 CFR Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency.
- C.7 **CLEAN AIR ACT (42 U.S.C. 7401-7671q.) and the FEDERAL WATER POLLUTION CONTROL ACT (33 U.S.C. 1251-1387), as amended—**Contracts and subgrants of amounts in excess of \$150,000 must contain a provision that requires the non-Federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).
- C.8 **ENERGY EFFICIENCY.** Contractor will comply with mandatory standards and policies relating to energy efficiency, which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (42 U.S.C. 6201).

- C.9 DEBARMENT AND SUSPENSION. (Executive Orders 12549 and 12689)—A contract award (see 2 CFR 180.220) must not be made to parties listed on the governmentwide Excluded Parties List System in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR Part 1986 Comp., p. 189) and 12689 (3 CFR Part 1989 Comp., p. 235), “Debarment and Suspension.” The Excluded Parties List System in SAM contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.
- (a) Furthermore, each of Contractor’s vendors and sub-contractors will certify that to the best of its respective knowledge and belief, that it and its principals are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency.
- C.10 BYRD ANTI-LOBBYING AMENDMENT (31 U.S.C. 1352)—Contractors that apply or bid for an award of \$100,000 or more must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award.
- C.11 PROCUREMENT OF RECOVERED MATERIALS. A non-Federal entity that is a state agency or agency of a political subdivision of a state and its contractors must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired by the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.
- D. HHS SPECIFIC REQUIREMENTS. Contractor agrees to comply as applicable with Uniform Guidance Requirements, Cost Principles, and Audit Requirements for HHS awards, codified at 45 CFR Part 75. Contractor further agrees to ensure its compliance with applicable terms and conditions contained within the HHS Grants Policy Statement, which is available online at <http://www.hhs.gov/sites/default/files/grants/grants/policies-regulations/hhsgps107.pdf> Applicable terms and conditions may include, but not be limited to, the following:
- D.1 ACTIVITIES ABROAD. Contractor must ensure that project activities carried on

outside the United States are coordinated as necessary with appropriate government authorities and that appropriate licenses, permits, or approvals are obtained.

- D.2 **AGE DISCRIMINATION.** The Age Discrimination Act of 1975, 42 U.S.C. 6101 et seq., prohibits discrimination on the basis of age in any program or activity receiving federal financial assistance. The HHS implementing regulations are codified at 45 CFR part 91.
- D.3 **CIVIL RIGHTS ACT OF 1964.** Title VI of the Civil Rights Act of 1964, 42 U.S.C. 2000d et seq., provides that no person in the United States will, on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving federal financial assistance. The HHS implementing regulations are codified at 45 CFR part 80.
- D.4 **CONTROLLED SUBSTANCES.** Contractor is prohibited from knowingly using appropriated funds to support activities that promote the legalization of any drug or other substance included in Schedule I of the schedule of controlled substances established by section 202 of the Controlled Substances Act, 21 U.S.C. 812. This limitation does not apply if the subrecipient notifies the GMO that there is significant medical evidence of a therapeutic advantage to the use of such drug or other substance or that federally sponsored clinical trials are being conducted to determine therapeutic advantage.

If controlled substances are proposed to be administered as part of a research protocol or if research is to be conducted on the drugs themselves, applicants/recipients must ensure that the DEA requirements, including registration, inspection, and certification, as applicable, are met. Regional DEA offices can supply forms and information concerning the type of registration required for a particular substance for research use. The main registration office in Washington, DC, may be reached at 800-882-9539. Information also is available from the National Institute on Drug Abuse at 301-443-6300.

- D.5 **EDUCATION AMENDMENTS OF 1972.** Title IX of the Education Amendments of 1972, 20 U.S.C. 1681, 1682, 1683, 1685, and 1686, provides that no person in the United States will, on the basis of sex, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any educational program or activity receiving federal financial assistance. The HHS implementing regulations are codified at 45 CFR part 86.
- D.6 **LIMITED ENGLISH PROFICIENCY.** Recipients of federal financial assistance must take reasonable steps to ensure that people with limited English proficiency have meaningful access to health and social services and that there is effective communication between the service provider and individuals with limited English proficiency. To clarify existing legal requirements, HHS published "Guidance to Federal Financial Assistance Recipients Regarding Title VI Prohibition Against National Origin Discrimination Affecting Limited English Proficient Persons." This guidance, which is available at <http://www.hhs.gov/ocr/lep/revisedlep.html>, provides a description of the factors that recipients should consider in determining

and fulfilling their responsibilities to individuals with limited English proficiency under Title VI of the Civil Rights Act of 1964.

D.7 PRO-CHILDREN ACT. The Pro-Children Act of 1994, 20 U.S.C. 7183, imposes restrictions on smoking in facilities where federally funded children's services are provided. HHS grants are subject to these requirements only if they meet the Act's specified coverage. The Act specifies that smoking is prohibited in any indoor facility (owned, leased, or contracted for) used for the routine or regular provision of kindergarten, elementary, or secondary education or library services to children under the age of 18. In addition, smoking is prohibited in any indoor facility or portion of a facility (owned, leased, or contracted for) used for the routine or regular provision of federally funded health care, day care, or early childhood development, including Head Start services to children under the age of 18. The statutory prohibition also applies if such facilities are constructed, operated, or maintained with federal funds. The statute does not apply to children's services provided in private residences, facilities funded solely by Medicare or Medicaid funds, portions of facilities used for inpatient drug or alcohol treatment, or facilities where WIC coupons are redeemed. Failure to comply with the provisions of the law may result in the imposition of a civil monetary penalty of up to \$1,000 per violation and/or the imposition of an administrative compliance order on the responsible entity. Any questions concerning the applicability of these provisions to an HHS grant should be directed to the GMO.

D.8 PUBLIC HEALTH SECURITY AND BIOTERRORISM PREPAREDNESS AND RESPONSE ACT. The Public Health Security and Bioterrorism Preparedness and Response Act of 2002, 42 U.S.C. 201 Note, is designed to provide protection against misuse of select agents and toxins, whether inadvertent or the result of terrorist acts against the U.S. homeland, or other criminal acts (see 42 U.S.C. 262a). The act was implemented, in part, through regulations published by CDC at 42 CFR part 73, Select Agents and Toxins. Copies of these regulations are available from the Import Permit Program and the Select Agent Program, respectively, CDC, 1600 Clifton Road, MS E-79, Atlanta, GA 30333; telephone: 404-498-2255. These regulations also are available at <http://www.cdc.gov/od/ohs/biosfty/shipregs.htm>.

Research involving select agents and recombinant DNA molecules also is subject to the NIH Guidelines for Research Involving DNA Molecules (see "Guidelines for Research Involving DNA Molecules and Human Gene Transfer Research" in this section).

D.9 REHABILITATION ACT OF 1973. Section 504 of the Rehabilitation Act of 1973, 29 U.S.C. 794, as amended, provides that no otherwise qualified handicapped individual in the United States will, solely by reason of the handicap, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving federal financial assistance. These requirements pertain to the provision of benefits or services as well as to employment. The HHS implementing regulations are codified at 45 CFR parts 84 and 85.

D.10 RESOURCE CONSERVATION AND RECOVERY ACT. Under RCRA (42 U.S.C. 6901 et

seq.), any State agency or agency of a political subdivision of a State using appropriated federal funds must comply with 42 U.S.C. 6962. This includes State and local institutions of higher education or hospitals that receive direct HHS awards. Section 6962 requires that preference be given in procurement programs to the purchase of specific products containing recycled materials identified in guidelines developed by EPA (40 CFR parts 247–254).

- D.11 **RESTRICTION ON FUNDING ABORTIONS.** HHS funds may not be spent for an abortion.
- D.12 **RESTRICTION ON DISTRIBUTION OF STERILE NEEDLES/NEEDLE EXCHANGE.** Funds appropriated for HHS may not be used to carry out any program of distributing sterile needles or syringes for the hypodermic injection of any illegal drug.
- D.13 **UNIFORM RELOCATION ACT AND REAL PROPERTY ACQUISITION POLICIES ACT.** The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (the Uniform Relocation Act), 42 U.S.C. 4601 et seq., applies to all programs or projects undertaken by Federal agencies or with federal financial assistance that cause the displacement of any person.

The HHS requirements for complying with the Uniform Relocation Act are set forth in 49 CFR part 24. Those regulations include uniform policies and procedures regarding treatment of displaced people. They encourage entities to negotiate promptly and amicably with property owners so property owners' interests are protected and litigation can be avoided.

- D.14 **U.S. FLAG AIR CARRIER.** Subrecipients must comply with the requirement that U.S. flag air carriers be used by domestic recipients to the maximum extent possible when commercial air transportation is the means of travel between the United States and a foreign country or between foreign countries. This requirement must not be influenced by factors of cost, convenience, or personal travel preference. The cost of travel under a ticket issued by a U.S. flag air carrier that leases space on a foreign air carrier under a code-sharing agreement is allowable if the purchase is in accordance with GSA regulations on U.S. flag air carriers and code shares (see http://www.gsa.gov/gsa/cm_attachments/GSA_DOCUMENT/110304_FTR_R2QA53_0Z5RDZ-i34K-pR.pdf). (A code-sharing agreement is an arrangement between a U.S. flag carrier and a foreign air carrier in which the U.S. flag carrier provides passenger service on the foreign air carrier's regularly scheduled commercial flights.)
- D.15 **U.S.A. PATRIOT ACT.** The Uniting and Strengthening America by Providing Appropriate Tools Required to Intercept and Obstruct Terrorism Act (USA PATRIOT Act) amends 18 U.S.C. 175–175c. Among other things, it prescribes criminal penalties for possession of any biological agent, toxin, or delivery system of a type or in a quantity that is not reasonably justified by a prophylactic, protective, bona fide research, or other peaceful purpose. The act also establishes restrictions on access to specified materials. "Restricted persons," as defined by the act, may not possess, ship, transport, or receive any biological agent or toxin that is listed as a select agent (see "Public Health Security and Bioterrorism Preparedness and Response Act" in this subsection).