Southern Nevada Health District

TO: SOUTHERN NEVADA DISTRICT BOARD OF HEALTH **DATE: January 23, 2025**

RE: *Approval of the Interlocal Agreement between Southern Nevada Health District and the Clark County Office of the Coroner/Medical Examiner*

PETITION #12-25

That the Southern Nevada District Board of Health *approve the Interlocal Service Agreement C2400084, between the Southern Nevada Health District (SNHD) and the Clark County Office of the Coroner/Medical Examiner (CCOCME) to collaborate on the abstraction of sudden unexpected infant death (SUID)/sudden death in the young (SDY) data for entry into the National Fatality Review Case Reporting System (NFR-CRS).*

PETITIONERS:

Fermin Leguen, MD, MPH, *District Health Officer*
Cassius Lockett, PhD, *District Deputy Health Officer-Operations*
Anilkumar Mangla, PhD, *Director of Disease Surveillance and Control*
Lei Zhang, MS, *Public Health Informatics Manager*

DISCUSSION:

This is an agreement to support abstraction of standardized case-level data from the CCOCME reports on sudden unexpected infant deaths/sudden death in the young and develop routine reports surrounding sudden unexpected infant deaths/sudden death in the young data in Southern Nevada.

FUNDING:

This agreement will provide funding to the CCOCME 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
COUNTY OF CLARK, NEVADA ON BEHALF OF ITS
CLARK COUNTY OFFICE OF THE CORONER/MEDICAL EXAMINER
C2500047

This Interlocal Agreement for Professional Services ("Agreement") is made and entered into between the Southern Nevada Health District ("Health District") and County of Clark, Nevada on behalf of its Clark County Office of the Coroner/Medical Examiner ("CCOCME") (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, CCOCME investigates all deaths in Clark 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 awarded 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") NU58DP007684, CFDA Number 93.946, program entitled Nevada SUID/SDY Case Registry and Prevention Project ("Project"), awarded on August 1, 2024, with a total amount awarded to Health District of $264,963.00 (the "Grant"); and

WHEREAS, Health District desires to collaborate with CCOCME 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 CCOCME is willing to participate as a subrecipient 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, 2024 through September 29, 2025, 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, CCOCME will be entitled to payment for services provided prior to date of termination and for which CCOCME 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.

3.01 CCOCME shall complete the Services in a professional and timely manner consistent with the Scope of Work outlined in Attachment A. CCOCME will be reimbursed for expenses incurred as provided in Attachment B: Payment. The total not-to-exceed amount of this Agreement is $67,948. This project is supported by the federal Grant described on the first page of this Agreement in the amount of $67,948; this accounts for 100% of the total funding of this Agreement.

4) STATUS OF PARTIES; INDEPENDENT CONTRACTOR. CCOCME 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 CCOCME and Health District. Nothing in this Agreement or the relationship between Health District and CCOCME 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 CCOCME at any time during the term of the Agreement. CCOCME 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 CCOCME 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. CCOCME 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 CCOCME 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 at least a minimum of five (5) years after final financial and narrative reports are submitted to the Office of Analytics; 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.

   6.01 Health District shall during the term of this Agreement until the conclusion of any audit period, have access to CCOCME's records, calculations, presentations and reports relating to this Agreement for inspection and reproduction. If possible, Health District will provide CCOCME with three (3) weeks prior written notice to gain access to such CCOCME records.

7) FEDERAL AUDIT REQUIREMENTS FOR SUBRECIPIENTS RECEIVING AWARDS FROM HEALTH DISTRICT

   7.01 CCOCME 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 CCOCME is a local government or non-profit organization that expends $750,000 or more in federal awards during its fiscal year, the CCOCME 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 CCOCME 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, CCOCME 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 CCOCME 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 CCOCME's auditor for a minimum of five years from the date of issuance of the audit report, unless the CCOCME'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 forth below:

Southern Nevada Health District	Clark County Office of the
Contract Administrator	Coroner/Medical Examiner
Legal Department	Melanie Rouse, Coroner
280 S. Decatur Blvd	1704 Pinto Lane
Las Vegas, NV 89107	Las Vegas, NV 89106

9) CONFIDENTIALITY. No protected health information as that term is defined in the Health Insurance Portability and Accountability Act of 1996 or personally identifiably information will be shared with CCOCME 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 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.

11.02 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.

11.03 USE OF NAME AND LOGO. CCOCME 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. CCOCME 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, CCOCME's right to use the Health District's name and/or logo.

11.04 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).

11.05 COMPLIANCE WITH LEGAL OBLIGATIONS. CCOCME 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 and 45 CFR Part 75.

11.06 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.

11.07 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.

11.08 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.

11.09 EXCLUSIVITY. This Agreement is non-exclusive and both Parties remain free to enter into similar agreements with third parties. CCOCME may, during the term of this Agreement or any extension thereof, perform services for any other clients, persons, or companies as CCOCME sees fit, so long as the performance of such services does not interfere with CCOCME's performance of obligations under this Agreement, and does not, in the opinion of Health District, create a conflict of interest.

11.10 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.

11.11 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.

11.12 INDEMNIFICATION. The Parties do not waive any right or defense to indemnification that may exist in law or equity.

11.13 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.

11.14 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.

11.15 CODE OF CONDUCT. By executing the Agreement, the CCOCME 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-2020/20200129/20200129-VII-1-Code-of-Conduct-Booklet-Leguen-Signature.pdf

11.16 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

By: _____
Fermin Leguen, MD, MPH
District Health Officer
Health District UEI: ND67WQ2LD8B1

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

COUNTY OF CLARK, NEVADA
ON BEHALF OF ITS CLARK COUNTY OFFICE OF THE CORONER/MEDICAL EXAMINER

By: _____
Tick Segerblom, Chairman
Board of County Commissioners
CCOCME UEI: JTQBLLAE9J35

Date:_____

APPROVED AS TO FORM:
STEVEN B. WOLFSON
District Attorney

By: _____
Name:
Title:

ATTACHMENT A
SCOPE OF WORK

A. CCOCME will participate in the following activities from September 30, 2024 through September 29, 2025 ("Period of Performance"):

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

Objective	Activities	Due Date	Documentation Needed
1. Ensure all deaths for decedents under 19 years in age continue to be referred to respective Child Death Review Teams	Send notification of all deaths to the University of Nevada, Las Vegas, Nevada, Institute for Child Research and Policy ("NICRP") Provide Death Certificate & Investigative Summary to NICRP	Within one month of case completion	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 monthly Child Death Review Compile reports on data extraction barriers and provide to the Health District's SUID/SDY program coordinator to assist in resolution	Monthly/Quarterly	Meeting minutes Agendas Medical Examiner Reports

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

Objective	Activities	Due Date	Documentation Needed
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.	Within 30 days of death	Copy of consent forms
3. Send specimens for genetic testing	Ensure timely collection and submission for genetic testing. CCOCME will maintain its current protocol for specimen collection. 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 the monthly Child Death Review Attend monthly/quarterly Advanced Death Review Compile reports on data extraction barriers and provide to Health District's SUID/SDY program coordinator to assist in resolution. Work with Health District on possible fellowships for pathologists at the CCOCME Office Assist with recruitment of specialists for the Advanced Review Team when possible.	Monthly/Quarterly	Meeting minutes Agendas Medical Examiner Reports

A.3 **Goal 3; Component B Supplemental**: Improve Data on Febrile Seizures and Priority Fields for SDY cases

A.4 Objective	A.5 Activities	A.6 Due Date	A.7 Documentation Needed
1. Procure contract to improve completeness of data	Procure a contracted individual to improve completeness of data in the Case Reporting System, focusing on the fields related to febrile seizures.	Nov 30, 2024	Contract for data completion

	Consult with contacts at the University of Nevada Las Vegas to identify qualified vendors/individuals		
2. Improve completeness of data on febrile seizures and other priority fields	Data will be entered into the National Fatality Review Case Reporting System ("NFR-CRS").	Quarterly	Data in NFR-CRS
3. Expand genetic and diagnostic testing to as many SUID/SDY cases as possible.	CCOCME will collect samples genetic and other diagnostic testing for deaths meeting the SUID or SDY case definition. Samples will be sent to known provider for testing Data will be entered into the NFR-CRS	Quarterly	Data in NFR-CRS

A.8

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

> "This publication [such as a journal, article, report] was supported by the Nevada State Department of Health and Human Services ("Department") and the Southern Nevada Health District through Grant Number 1 NU58DP007684-02-00 funded by the Center for Disease Control and Prevention ("CDC"). Its contents are solely the responsibility of the authors and do not necessarily represent the official view of the Department, the Health District, nor the CDC."

B.1 Prepare and submit programmatic reports as requested by Health District.

B.2 Work with Health District staff to ensure proper close out of Period of Performance.

ATTACHMENT B
PAYMENT

A. The Total Not-to-Exceed amount available for reimbursement to CCOCME is $67,948 from Budget Period September 30, 2024 through September 29, 2025.

A.1 Services actually performed relating to Component A as detailed in Attachment A, Scope of Work may be eligible for reimbursement as described the below Table A.1.

Amounts Available for Reimbursement for Component A-Related Services Actually Performed September 30, 2024 through September 29, 2025	
Category: Personnel	**Budgeted Amount**
Salary	$41,080
Fringe Benefits	$1,499
Category: Personnel, Subtotal of Budgeted Amount:	$42,579
Category: Operating	
FedEx Expense for mailing samples	$788
Category: Operating, Subtotal of Budgeted Amount:	$788
Total Not-to-Exceed Amount, Component A-Related Activities September 30, 2024 through September 29, 2025:	**$43,367**

A.2 Services actually performed relating to Component B as detailed in Attachment A, Scope of Work may be eligible for reimbursement as described in the below Table A.2.

Amounts Available for Reimbursement for Component B-Related Services Actually Performed September 30, 2024 through September 29, 2025	
Category: Personnel	**Budgeted Amount**
Salary	$6,760
Fringe Benefits	$247
Category: Personnel, Subtotal of Budgeted Amount:	$7,007
Category: Operating	
Freezer packs for mailing	$600
Insulated mailing supplies for biosamples	$1,500
FedEx expense for mailing samples	$893
Category: Operating, Subtotal of Budgeted Amount:	$2,993
Total Not-to-Exceed Amount, Component B-Related Activities September 30, 2024 through September 29, 2025:	**$10,000**

A.3 Services actually performed relating to Component B Supplemental as detailed in Attachment A, Scope of Work may be eligible for reimbursement as described in the below Table A.3.

Amounts Available for Reimbursement for Component B Supplemental-Related Services Actually Performed September 30, 2024 through September 29, 2025	
Category: Operating	**Budgeted Amount**
DNA Genetic Testing Kits	$8,400
Category: Operating, Subtotal of Budgeted Amount:	$8,400
Category: Contractual	
Grant Management and Compliance	$6,181
	$6,181
Total Not-to-Exceed Amount, Component B Supplemental-Related Activities September 30, 2024 through September 29, 2025:	**$14,581**

B. CCOCME must receive documented approval from Health District prior to redirecting any portion of the Estimated Budget, Approved Total Available for Reimbursement from any one Category for use in another Category within any one of the above tables.

B.1 A Health District approved redirection moving 10% or more between Categories within any one table will be mutually agreed upon in writing by the Parties through amendment of this Agreement pursuant to Subsection 1.05 of the Agreement.

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

B.3 CCOCME 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 CCOCME in accordance with cost principles applicable to this Agreement.

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

(c) CCOCME 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.

B.4 CCOCME must submit separate Requests for Reimbursement ("RFR(s)") for

reimbursement of Component A funds, Component B funds, and Component B Supplemental funds as shown in the above Tables A.1, A.2, and A.3. CCOCME will ensure RFRs submitted encompass reimbursement for Services actually performed.

(a) CCOCME will submit its RFRs for Components A, B, and B Supplemental each on a monthly basis, and will observe the following specific deadlines when submitting RFRs:

(i) Excepting RFRs as described in the below Subsection B.4(a)(ii), monthly RFRs for must be submitted in their entirety to Health District no later than the 20th day of the of the following month.

(ii) CCOCME 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, CCOCME 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.

B.5 CCOCME 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.

B.6 Health District shall not be liable for interest charges on late payments.

B.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.

ATTACHMENT C
ADDITIONAL GRANT INFORMATION AND REQUIREMENTS

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

A. 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: Compliance Officer
280 S. Decatur Blvd.
Las Vegas, NV 89107
Email: ComplianceSpecialist@snhd.org

AND

CDC, Office of Grants Services
Robyn Bryant, Grants Management Officer/Specialist
Centers for Disease Control and Prevention
Branch 5 Chronic Diseases and Injury Prevention
Email: ppa4@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

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 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 RESTRICTIONS AND LIMITATIONS ON USE OF GRANT FUNDS

(a) Grant funds may not be used for research

(b) Grant funds may not be used for clinical care except as allowed by law

(c) Grant funds may be used only for reasonable Project purposes as agreed upon between the Parties

(d) Generally, Grant funds may not be used to purchase furniture or equipment

(e) Reimbursement of costs occurring before or after the Term of the Agreement is not allowed

(f) Other than for normal and recognized executive-legislative relationships, Grant funds may not 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 recipient, or agent acting for such recipient, 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 recipients.
- By signing this Agreement, CCOCME acknowledges that the instrument of the CDC's award to Health District is a cooperative agreement program, for which subrecipients, including CCOCME, must perform a substantial role in carrying out Project outcomes and not merely serve as a conduit for an award to another party or provider who is ineligible.

A.4 The CDC's Notice of Funding Opportunity CDC-RFA-DP-23-0006 ("NOFO") is hereby expressly incorporated by reference into the Agreement. The NOFO can be viewed at https://www.grants.gov/search-results-detail/346267.

B. U.S. DEPARTMENT OF HEALTH AND HUMAN SERVICES ("HHS") REQUIREMENTS. CCOCME agrees to ensure its compliance with applicable terms and conditions contained within the HHS Grants Policy Statement, as may be supplemented by federal Acts of Congress or Executive Orders from time to time, and 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:

B.1 ACTIVITIES ABROAD. CCOCME 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.

B.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.

B.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.

B.4 CONTROLLED SUBSTANCES. CCOCME 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.

B.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.

B.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.

B.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.

B.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).

B.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.

B.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).

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

B.12 RESTRICTION ON DISTRIBUTION OF STERILE NEEDLES/NEEDLE EXCHANGE, as

amended by the Consolidated Appropriations Act of 2016. 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; provided that, pursuant to the Consolidation Appropriations Act of 2016, such limitation does not apply to the use of funds for elements of a program other than making such purchases if the relevant state or local health department, in consultation with the CDC, determines that the state or local jurisdiction, as applicable, is experiencing, or is at risk for, a significant increase in hepatitis infections or an HIV outbreak due to injection drug use, and such program is operating in accordance with state and local law.

B.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.

B.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.)

B.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).

C. In addition to federal laws, regulations and policies, CCOCME 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.

D. COMPLIANCE WITH PROCUREMENT STANDARDS. CCOCME agrees to follow and comply with 45 CFR § 75.327 General Procurement Standards through 75.335 Contract Provisions as applicable.

E. CONTRACT PROVISIONS. In addition to other provisions required by HHS, Health District, and/or CCOCME, all contracts made by CCOCME under the Grant must contain provisions covering the following in accordance with Appendix II to 45 CFR Part 75, Contract Provisions for Non-Federal, Entity Contracts Under Federal Awards. CCOCME 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 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 CCOCME'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.9 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.10 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. CCOCME 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. CCOCME 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 CCOCME 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.