

TO: SOUTHERN NEVADA DISTRICT BOARD OF HEALTH **DATE:** January 22, 2015

RE: *Approval of Interlocal Contract between the Southern Nevada Health District and the Clark County School District*

PETITION #05-15

That the Southern Nevada District Board of Health *approve an Interlocal Contract between the Southern Nevada Health District and the Clark County School District to provide services to support the Southern Nevada Partnerships to Improve Community Health (PICH) grant awarded to the Southern Nevada Health District by the Centers for Disease Control and Prevention (award #U58DP005705).*

PETITIONERS:

Deborah M. Williams, MPA, MPH, CHES, Manager, ODCPHP *DMW*
Cassius Lockett, PhD, Director of Community Health *CL*
Andrew J. Glass, FACHE, MS, Director of Administration *AG*
Joseph P. Iser, MD, DrPH, MSc, Chief Health Officer *JPI*

DISCUSSION:

The Southern Nevada Health District (SNHD) received a Partnerships to Improve Community Health (PICH) grant award from the Centers for Disease Control and Prevention (CDC). Awardees are *funded* to implement evidence- and population-based strategies to address four of the modifiable health risk behaviors that significantly influence chronic disease outcomes: Tobacco use and exposure; Poor nutrition; Physical inactivity; and Lack of access to chronic disease prevention, risk reduction and management opportunities.

One of the CDC's priority focus areas for the PICH initiative is improved quality and amount of physical education and physical activity in schools. SNHD will contract with the Clark County School District (CCSD) to increase the number of schools that are enhancing physical education courses and offering

additional before and after school physical activity opportunities. CCSD will also conduct family events to engage parents.

FUNDING:

The total funding for the contract commencing upon full execution to September 29, 2015 shall be \$386,950. PICH grant funds will be used to pay 100% of the contract.



**INTERLOCAL AGREEMENT
BETWEEN
SOUTHERN NEVADA HEALTH DISTRICT
AND
CLARK COUNTY SCHOOL DISTRICT
SNHD-6-PICH-INT-15-026**

This Interlocal Agreement is entered into by and between the Southern Nevada Health District (“Health District”) and the Clark County School District (“Contractor”) (individually referred to as “Party” and collectively as “Parties”).

WHEREAS, pursuant to Nevada Revised Statutes (NRS) Chapter 439, Health District is the public health authority for Clark County, Nevada and has jurisdiction over all public health matters therein; and

WHEREAS, Health District is the recipient of grant funding received from the Centers for Disease Control and Prevention, Department of Health and Human Services, CFDA 93.331, Grant Award 1U58DP005705, titled Southern Nevada Partnership to Improve Community Health (“PICH”) through which Contractor will enhance its physical activity and education program.

WHEREAS Contractor is an identified partner on the PICH project and has agreed to provide the services listed in Attachment A, Scope of Work; and

WHEREAS, Health District and Contractor desire to provide in writing a full statement of their respective rights and obligations in connection with their mutual agreement in furtherance of the above described purposes; and

NOW, THEREFORE in consideration of the mutual promises and undertakings herein specified, the Parties agree as follows:

1. **TERM AND TERMINATION.** This Agreement shall be effective from January 22, 2015 to September 29, 2015 unless sooner terminated by either Party as permitted in this Agreement. At the option of Health District, this Agreement may be extended for two (2) additional one-year periods upon issuance of an amendment signed by both Parties.
 - 1.01 This Agreement may be terminated by mutual consent of both Parties or unilaterally by either Party with or without cause.
 - 1.02 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.

1.03 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 private grant funding ability, budgeted to satisfy this Agreement is withdrawn, limited, or impaired.

2. INCORPORATED DOCUMENTS. The services to be performed and/or the goods to be provided and the consideration therefore shall be specifically described in the attachments to this Agreement, which are incorporated into and are specifically a part of this Agreement, as follows:

ATTACHMENT A: SCOPE OF WORK

ATTACHMENT B: PAYMENT

3. COMPENSATION. Contractor shall complete the services in a timely manner and consistent with the Scope of Work outlined in Attachment A, attached hereto. Contractor will be reimbursed for expenses incurred as provided in Attachment B: Payment. The total not-to-exceed amount of this Agreement is \$386,950.00. This project is supported by the federal grant described on page one of this Agreement in the amount of \$386,950.00; this accounts for 100% of the total funding of this project.

4. STATUS OF PARTIES; INDEPENDENT CONTRACTOR. The Parties are associated with each other only for the purposes and to the extent set forth in this Agreement and in respect to performance of Services pursuant to this Agreement. In the performance of such Services, Contractor shall at all times be an independent Contractor with respect to Health District. Contractor is not an employee or agent of Health District. Further, it is expressly understood and agreed by the Parties that nothing contained in this Agreement will be construed to create a joint venture, partnership, association, or other affiliation or like relationship between the Parties.

5. FISCAL MONITORING AND ADMINISTRATIVE REVIEW OF ADVERSE FINDINGS. Health District may, at its discretion, conduct a fiscal monitoring of Contractor at any time during the term of the Agreement. Contractor will be notified in writing at least three (3) weeks prior to the visit outlining documents that must be available prior to Health District's visit. Health District shall notify Contractor in writing of any Adverse Findings and recommendations as a result of the fiscal monitoring. Adverse Findings are defined as Lack of Adequate Records, Administrative Findings, Questioned Costs, and Costs Recommended for Disallowance. Contractor will have the opportunity to address adverse findings in writing responding to any disagreement of adverse findings. Health District shall review disagreement issues, supporting documentation and files and forward a decision to the Contractor in writing.

6. AUDIT REQUIREMENTS

6.01 All payments made under this Agreement shall be subject to an audit and any payments shall be adjusted in accordance with said audit.

6.02 Contractor shall schedule an annual financial audit and shall submit a copy to Health District for review within six (6) months following the close of Contractor's

fiscal year. Failure to meet this requirement may result in loss of current funding and disqualification from consideration for further Health District administered funding. This audit shall be made by an independent auditor in accordance with generally acceptable accounting principles. This requirement applies equally to any subcontractor of Contractor that receives funding under this Agreement. Contractor shall include this requirement in all its subcontractor agreements. Any subcontracts prepared by Contractor shall be furnished to Health District to ensure conformance with all requirements.

- 6.03 Contractor shall make appropriate corrections within six (6) months after receipt of an audit report to remedy any material weaknesses identified by the audit report. Health District may withhold payment for non-correction of material weaknesses identified by the audit report in addition to its right to terminate this Agreement.
- 6.04 Contractors receiving a combined total of \$750,000 or more annually from any combination of federal funding sources are subject to federal audit requirements per Public Law 98-502, "The Single Audit Act". Contractor shall comply with OMB Circular A-133 and 2 CFR, Parts 215 and 230 as applicable. The single audit report along with any required corrective action plan, if applicable, shall be submitted to Health District for review within six (6) months following the close of the fiscal year which occurs within the project period of this Agreement.

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 for a minimum of three (3) years, and for five (5) years if any federal funds are used pursuant to this Agreement, from the date of termination of this Agreement. This retention time shall be extended when an audit is scheduled or in progress for a period of time reasonably necessary to complete said audit and/or to complete any administrative and judicial litigation 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. CONFIDENTIALITY. No protected health information as that term is defined in the Health Insurance Portability and Accountability Act of 1996 ("HIPAA") or personally identifiable information will be shared with Contractor during the course of this Agreement. Accordingly, no Business Associate Agreement is required.

9. 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.

10. 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.
11. LIMITED LIABILITY. The Parties will not waive and intend to assert available NRS Chapter 41 liability limitations in all cases. Agreement liability of both Parties shall not be subject to punitive damages. To the extent applicable, actual agreement damages for any breach shall be limited by NRS 353.260 and NRS 354.626.
12. FORCE MAJEURE. Neither Party shall be deemed to be in violation of this Agreement if it is prevented from performing any of its obligations hereunder due to strikes, failure of public transportation, civil or military authority, act of public enemy, accidents, fires, explosions, or acts of God, including, without limitation, earthquakes, floods, winds, or storms. In such an event the intervening cause must not be through the fault of the Party asserting such an excuse, and the excused Party is obligated to promptly perform in accordance with the terms of the Agreement after the intervening cause ceases.
13. INDEMNIFICATION. Neither Party waives any right or defense to indemnification that may exist in law or equity.
14. NON-DISCRIMINATION. As an Equal Opportunity Employer, Contractor has an ongoing commitment to hire, develop, recruit and assign the best and most qualified individuals possible. Contractor employs 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 or sexual orientation. Contractor likewise agrees that it will comply with all state and federal employment discrimination statutes, including but not limited to Title VII, rules enforced by the Nevada Equal Rights Commission, and the American with Disabilities Act, in connection with this Agreement.
15. 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 nonenforceability of such provision shall not be held to render any other provision or provisions of this Agreement unenforceable.
16. 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.
17. PUBLIC RECORDS. Pursuant to NRS 239.010, information or documents, including this Agreement, and any other documents generated incidental thereto may be opened by the Parties to public inspection and copying. Parties will have a duty to disclose unless a particular record is made confidential by law or a common law balancing of interests.
18. 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.

- 19. ENTIRE AGREEMENT. This Agreement constitutes the entire Agreement between the Parties and supersedes any prior contracts or agreement between the Parties regarding the subject matter hereof.
- 20. AMENDMENTS. This Agreement may be amended only by a writing signed by a duly authorized agent/officer of each Party and effective as of the date stipulated therein.
- 21. 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, with Clark County, Nevada as the exclusive venue of any action or proceeding related to or arising out of this agreement.
- 22. NOTICES: All notices permitted or required under this Agreement shall be made by personal delivery, overnight delivery, or via U.S. certified mail, postage prepaid to the other Party at their address set out below:

**SOUTHERN NEVADA
HEALTH DISTRICT**
Financial Services Department
P.O. Box 3902
Las Vegas, NV 89127

CLARK COUNTY SCHOOL DISTRICT
Mary Pike, Director of K-12 Science, Health,
Physical Educations, Foreign language, Driver
Educations, and ROTC Curriculum &
Professional Development Division
3950 S. Pecos-McLeod, Ste 2D
Las Vegas, NV 89121

BY SIGNING BELOW, the Parties agree that they have read, understand, and agreed to the conditions set forth above and have caused their duly authorized representatives to execute this Agreement.

SOUTHERN NEVADA HEALTH DISTRICT

CLARK COUNTY SCHOOL DISTRICT

By: _____
Andrew J. Glass, FACHE, MS
Director of Administration


By: _____
Kim Wooden
Deputy Superintendent

Date: _____

Date: _____

Approved as to form:

Approved as to form:



Annette L. Bradley, Esq.
Attorney for Southern Nevada Health District

Carlos L. McDade, Esq.
General Counsel, Clark County School District

ATTACHMENT A SCOPE OF WORK

1. Contractor will work to increase by 37 the number of Clark County School District schools that are enhancing physical education courses and offering additional before and after school physical activities opportunities over the project period.
2. Contractor's responsibilities include:
 - A. Specific Year 1 Deliverables.
 - i) Expand the CrossFit or CrossFit kids program to 15 new elementary, middle and/or high schools
 - ii) Provide support to the 11 existing CrossFit high schools.
 - iii) Train 43 teachers in CrossFit and 43 in CrossFit Kids certification
 - iv) Purchase instructional supplies to support program expansion
 - v) Provide professional development training for 80 CrossFit certified teachers (43 new plus 22 from original CrossFit schools)
 - vi) Provide professional development training on incorporating activity breaks for 400 teachers
 - vii) Implement before or after school CrossFit programs in 26 schools (15 new plus 11 original)
 - viii) Conduct Family Functional Fitness Night events at 26 schools (15 new plus 11 original; 47 teachers)
 - ix) Conduct 1 CrossFit Showcase event
 - x) Develop and disseminate guidance binders to support Wellness Regulation
 - xi) Collaborate with SNHD staff and project evaluators to develop an evaluation plan for project activities and collect and report necessary data.
 - xii) Attend required meetings and maintain involvement in related coalitions and work groups.
 - xiii) Hire Project Facilitator to oversee project
 - B. Contractor will provide monthly progress reports to Health District based on instructions provided by Health District program staff.

**ATTACHMENT B
PAYMENT**

1. Payment to Contractor:

- A. 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.
- B. Budget. Note: If ten percent or more of the awarded funds are moved from one approved budget category to another approved budget category, prior approval of Health District is required.

Total Budget	<u>\$386,950</u>
Licensed Salaries	\$12,770
<ul style="list-style-type: none"> • One Project Facilitator staff for start date of August 19 <ul style="list-style-type: none"> • Approximately 15% of the annual salary (\$49,397) \$7,410 • Daily rate of \$268 x 20 days \$5,360 	
Licensed-Extra Duty	\$91,056
<ul style="list-style-type: none"> • Extra-duty pay for 43 teachers to attend the CrossFit (CF) Level 1 certification YR 1 (43 teachers x 2 days x 5 hours x \$30/hour) \$12,900 • Extra-duty pay for 43 teachers to attend the CrossFit Kids (CFK) training YR 1 (43 teachers x 2 days x 5 hours x \$30/hour) \$12,900 • Contractor lead professional development implementation training for teachers certified in CrossFit teacher Per JH & HS, 1 teacher per ES, plus originally trained teachers) • Professional Development Workshops on programming and best-practices. 43 new teachers plus 22 from original CrossFit schools YR 1 (65 teachers x 1 day at 2 hours x \$30/hour) \$3,900 • Physical Activity Breaks Workshop YR 1 (100 teachers x 4 days x 2 hours x \$30/hour) \$24,000 • BMI Measurement and Fitness Testing Workshop YR 1 (43 new teachers x 2 hours x \$30/hour) \$2,580 • Before/After School CF Extended day for teaching CrossFit (15 new schools plus 11 original schools) YR 1 (2 hrs. x 2 days x 7 weeks x 26 schools x \$22/hour) Only 7 weeks due to mid-year implementation \$16,016 • Family Functional Fitness Events 15 new schools plus 11 original schools = 25 new Teachers plus 22 original teachers YR 1 (47 teachers (26 schools) x 2 hours x \$30/hour) \$2,820 	

- Showcase CrossFit (CF) Contractor PD (All teachers) \$14,400
YR 1 (80 teachers x 6 hours x \$30/hour)
Planning for Showcase (2 teachers x 20 hours x \$22/hour)
- Development of online CANVAS Student Wellness course \$880
aligned to Nevada's School Wellness Policy and Contractor's
- Student Wellness Regulation 5157 \$660
YR 1 Course development (1 teacher x 30 hours x \$22/hour)

Support Staff Overtime **\$640**

- Custodial pay (24 hours x 1 custodian x \$20/hr.) \$480
- Campus Monitor pay (1 monitor x 8 hour event x \$20/hr.) \$160

Licensed Substitutes **\$8,800**

- To substitute in class while teachers participate in the Contractor professional development trainings.
YR 1 (80 teachers x \$110/day x 1 day)

Fringe (25% on above Salaries total of \$113,266) **\$28,317**

Employee Training: **\$68,800**

- To provide for training costs for teachers to be Trained and certified in CrossFit or CrossFit Kids
 - \$800 Level 1 x 43 Teachers \$34,400
 - \$800 CrossFit Kids x 43 Teachers \$34,400

Instruction Supplies **\$164,000**

- Scales & Stadiometers:
- \$1,000 x 15 schools (evaluation) \$15,000
 - PE Supplies to support increased physical activity: \$25,000
\$5,000 x 5 elementary schools
 - PE Supplies to support increased physical activity: \$50,000
\$10,000 x 10 middle schools
 - PE Supplies to support increased physical activity: \$50,000
\$10,000 x 5 high schools
 - CrossFit Kids Curriculum \$24,000
\$300 x 80 teachers
 - General Supplies: Training and office supplies including \$1,400
But not limited to pens, whiteboards, dry erase markers,
Index cards, folders and labels
\$175/mo x 8 mo

Mileage in District **\$400**

- \$25/mo x 2 staff x 8 mo, approximately 350 miles

Printing and Binding

\$10,000

Printed materials, lesson plans and activities for professional development and teacher training for physical activity breaks and Contractor CrossFit PD.

- Physical activity break profession development materials 5,000 x \$.10 \$500
- CrossFit professional development, showcase, before and after school and family fitness event printing 5,000 x \$.10 \$500
- Aligned to Nevada’s School Wellness Policy and Contractor’s Student Wellness Regulation 5157, Wellness Coordinator Binders (357 schools) including strategies on how to incorporate moderate to vigorous physical activity, nutrition education, and other physical activity opportunities Printing at \$.10 x 90,000 \$9,000

1.03 Contractors may not bill more frequently than monthly for the duration of the project. The invoice will detail costs incurred for each item identified in the project budget show in 1.02 above.

- a. Backup documentation including but not limited to paid 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 the Federal Acquisition Regulation 2 CFR Part 230, Cost Principles for Non-Profit Organizations (OMB Circular A-122), shall be used as criteria in the determination of allowable costs.

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

1.05 In the event items on an invoice are disputed, payment on those items will be held until the dispute is resolved.