

TO: SOUTHERN NEVADA DISTRICT BOARD OF HEALTH DATE: November 19, 2015

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

PETITION #42-15

That the Southern Nevada District Board of Health approve an amendment to the 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 #NU58DP005705).

PETITIONERS:

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

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 amendment commencing September 30, 2015 until September 29, 2016 shall be \$386,950. PICH grant funds will be used to pay 100% of the contract.



AMENDMENT A01 TO INTERLOCAL AGREEMENT BETWEEN SOUTHERN NEVADA HEALTH DISTRICT AND CLARK COUNTY SCHOOL DISTRICT SNHD-6-PICH-INT-15

WITH REFERENCE to Interlocal Agreement SNHD-6-PICH-INT-15-026, effective January 22, 2015, 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, additional funding from the PICH grant, 6NU58DP005705-02-01, is being added to this Agreement.

NOW, THEREFORE, the Parties agree to amend said Agreement as follows:

A. The fourth paragraph on page one is deleted in its entirety and replaced with the following paragraph:

WHEREAS, Health District is the recipient of grant funding received from Centers for Disease Control and Prevention (CDC), Department of Health and Human Services, CFDA 93.331, a) Grant Award 1U58DP005705-01, titled Southern Nevada Partnership to Improve Community Health ("PICH") award date of September 17, 2014, and b) Grant Award 6NU58DP005705-02-01 award date of September 28, 2015; through which Contractor, as the subrecipient, will enhance its physical activity and education program.

- B. Numbered Paragraph 1 on page one is revised by extending the end date of the Agreement from September 29, 2015 to September 29, 2016.
- C. Numbered Paragraph 3, Compensation, is replaced in its entirety as follows:

<u>COMPENSATION</u>. 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 \$773,900. This project is supported by the federal PICH grant described on page 1 of this Agreement in the amount of \$773,900 which accounts for 100% of the total funding of this contract.

D. Numbered Paragraphs 6 and 7 are hereby replaced in their entirety with the following revised Paragraphs 6 and 7:

6. <u>BOOKS, RECORDS AND BACKUP DOCUMENTATION</u>. 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 invoices submitted for payment will include backup documentation, including, but not limited to: time sheets, paid invoices, receipts, monthly reports, proof of payments or any other documentation requested by Health District.

7. <u>AUDIT REQUIREMENTS WITH SUBRECIPIENTS RECEIVING AWARDS FROM</u> HEALTH DISTRICT

- 7.01 The Contractor must comply with all applicable federal and state grant requirements including The Single Audit Act Amendments of 1996; 2 CFR Part 200 as amended; and any other applicable law or regulation, and any amendment to such other applicable law or regulation that may be enacted or promulgated by the federal government.
- 7.02 If the Contractor is a local government or non-profit organization that expends \$750,000 or more in federal awards during its fiscal year, the Contractor is required to provide the appropriate single or program-specific audit in accordance with provisions outlined in 2 CFR Part 200.501.
- 7.03 If the Contractor expends total federal awards of less than the threshold established by 2 CFR 200.501, it is exempt from federal audit requirements for that year, but records must be available for review or audit by appropriate officials (or designees) of the federal agency, pass-through entity, and Government Accountability Office ("GAO").
- 7.04 The Contractor must send a copy of the confirmation from the Federal Audit Clearinghouse to benard@snhdmail.org and henri@snhdmail.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 The Contractor is responsible for obtaining the necessary audit and securing the services of a certified public accountant or independent governmental auditor.
- 7.06 Audit documentation and audit reports must be retained by the Contractor's auditor for a minimum of five years from the date of issuance of the audit report, unless the Contractor's auditor is notified in writing by the Health District, the cognizant federal agency for audit, or the oversight federal agency for audit to extend the retention period. Audit documentation will be made available upon request to authorized representatives of the health District, the cognizant federal agency for audit, the oversight federal agency for audit, the federal funding agency, or the GAO.

C. The following new clauses are hereby incorporated into this Agreement:

23. PUBLICATIONS.

- a. Publications, journal articles, etc. produced under this project must bear an acknowledgment and disclaimer, as appropriate. For example: "This publication (journal article, etc.) was supported by Cooperative Agreement Number 6NU58DP005705-02-01, funded by the Centers for Disease Control and Prevention. Its contents are solely the responsibility of the authors and do not necessarily represent the official views of the Centers for Disease Control and Prevention or the Department of Health and Human Services."
- b. The Parties reserve the right to publish or otherwise make public the data resulting from work performed under this agreement. The Party wishing to publish or make public shall submit any such manuscript or release to the other Party for comment prior to publication or release. In addition, neither Party shall release or distribute any materials or information containing the name of the other Party or any of its employees without prior written approval by an authorized representative of the non-releasing Party, but such approval shall not be unreasonably withheld. The Health District reserves the right to be included as an author on all publications arising from PICH activities.
- 24. <u>DISCLAIMER FOR CONFERENCE/MEETING/SEMINAR MATERIALS</u>: If a conference/meeting/seminar is funded by this Agreement, the Contractor must include the following statement on conference materials, including promotional materials, agenda, and internet sites:
 - "Funding for this conference was made possible (in part) by the Centers for Disease Control and Prevention. The views expressed in written conference materials or publications and by speakers and moderators do not necessarily reflect the official policies of the Department of Health and Human Services, nor does the mention of trade names, commercial practices, or organizations imply endorsement by the U.S. Government."
- 25. <u>COPYRIGHT INTERESTS PROVISION</u>: The Health District must ensure that the public has access to the results and accomplishments of public health activities funded by the grant(s) specified in this Agreement. Pursuant to applicable grant regulations and CDC's Public Access Policy, Contractor agrees to submit to Health District, prior to publication, any final, peer-reviewed manuscript for any work developed under this Agreement for publication. Upon acceptance for publication, Health District will submit the manuscript on-line through Government Manuscript Submission System ("NIHMS").
- 26. LOGO USE FOR CONFERENCE AND OTHER MATERIALS: Neither the Department of Health and Human Services ("HHS") nor the CDC logo may be displayed if such display would cause confusion as to the funding source or give false appearance of Government endorsement. Use of the HHS name or logo is governed by U.S.C. Part 1320b-10, which prohibits misuse of the HHS name and emblem in written

communication. A non-federal entity is unauthorized to use the HHS name or logo governed by U.S.C. Part 1320b-10. The appropriate use of the HHS logo is subject to review and approval. Contractor will request approval to use such logo(s) through the Health District.

27. CONTRACTOR EMPLOYEE WHISTLEBLOWER RIGHTS AND REQUIREMENT TO INFORM EMPLOYEES OF WHISTLEBLOWER RIGHTS. This Agreement and employees working on this Agreement will be subject to the whistleblower rights and remedies in the pilot program on Contractor employee whistleblower protections established at 41 U.S.C. 4712 by section 828 of the National Defense Authorization Act for Fiscal Year 2013 (Pub. L. 112-239) and FAR 3.908. The Contractor shall inform its employees in writing, in the predominant language of the workforce, of employee whistleblower rights and protections under 41 U.S.C. 4712, as described in section 3.908 of the Federal Acquisition Regulation. The Contractor shall insert the substance of this clause in all subcontracts over \$150,000.

28. LOBBYING RESTRICTIONS.

- a. No part of any funding contained in this Agreement, or transferred pursuant to section 4002 of Public Law 111-148, shall be used for publicity or propaganda purposes, for the preparation, distribution, or use of any kit, pamphlet, booklet, publication, electronic communication, radio, television, or video presentation designed to support or defeat the enactment of legislation before the Congress or any State or local legislature or legislative body, except in presentation of the Congress or any State or local legislature itself, or designed to support or defeat any proposed or pending regulation, administrative action, or order issued by the executive branch of any State or local government itself.
- b. No part of any funding contained in this Agreement shall be used to pay the salary or expenses related to any activity designed to influence the enactment of legislation, appropriations, regulation, administrative action, or Executive order proposed or pending before the Congress or any State government, State legislature or local legislature or legislative body, other than normal and recognized executive legislative relationships or participation by an agency or officer of an State, local or tribal government in policymaking and administrative processes within the executive branch of that government.
- c. The prohibitions in paragraphs a. and b. above shall include any activity to advocate or promote any proposed, pending or future Federal, State or local tax increase, or any proposed, pending, or future requirement or restriction on any legal consumer product, including its sale of marketing, including but not limited to the advocacy or promotion of gun control.
- D. Attachment A Scope of Work SNHD-6-PICH-INT-15-026 has been deleted in its entirety and replaced with the attached Attachment A-A01 Scope Of Work.
- E. Attachment B Payment SNHD-6-PICH-INT-15-027 has been deleted in its entirety and replaced with the attached Attachment B-A02 Payment.

This Amendment shall be effective from the last signature affixed to this Amendment.

All other terms and conditions remain the same.

BY SIGNING BELOW, the Parties hereto have approved and executed this Amendment A01 to Agreement SNHD-6-PICH-INT-15-026.

SOUTHERN NEVADA HEALTH DISTRICT	CLARK COUNTY SCHOOL DISTRICT
By: Andrew J. Glass, FACHE, MS Director of Administration	By: Kim Wooden Deputy Superintendent
Date: 10/26/15	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
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ATTACHMENT A-A01 SCOPE OF WORK

Period of Performance: January 22, 2015 - September 29, 2015

- 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 (CF) or CrossFit Kids (CFK) program to 15 new elementary, middle and/or high schools
 - ii) Provide support to the 11 existing CF high schools.
 - iii) Train 43 teachers in CF and 43 in CFK certification
 - iv) Purchase instructional supplies to support program expansion
 - v) Provide professional development training for 80 CF certified teachers (43 new plus 22 from original CF schools)
 - vi) Provide professional development training on incorporating activity breaks for 400 teachers
 - vii) Implement before or after school CF 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 CF Showcase event
 - x) Develop and disseminate guidance binders to support Wellness Regulation
 - xi) Collaborate with Health District 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.

Period of Performance: September 30, 2015 – September 29, 2016

- 1. Contractor will increase the number of Clark County School District schools enhancing physical education courses, and offer additional before and after school physical activity opportunities over the duration of the project.
- 2. Contractor's responsibilities include:
 - A. Specific Year 2 Deliverables.
 - i) Expansion of the CF or CFK kids program to five elementary and six middle schools. Schools are selected through the Clark County School District's application process.
 - ii) Provision of support to the 39 existing CF schools.
 - iii) Training of the Year Two teachers in CF Level 1 (17 teachers in total; five elementary school and 12 middle school teachers)
 - iv) Teacher certifications for CFK (19 teachers in total; five elementary school (ES) teachers, 12 middle school (MS) teachers, and two teachers that did not receive training from Year One).
 - v) Instructional supplies for activities that support program expansion.
 - vi) Professional development training for 75 CF certified teachers (17 new teachers, along with 58 teachers from original Year 1 CF schools).
 - vii) Professional development training on incorporating activity breaks for 400 teachers.
 - viii) Implementation of before or after school CF programs in 50 schools.
 - ix) Family Functional Fitness Night events at 50 schools.
 - x) Conduct a CF Showcase event.
 - xi) Maintenance of a CANVAS Student Wellness course aligned to Nevada's School Wellness Policy and CCSD Student Wellness Regulation.
 - xii) Development of an evaluation plan that includes details regarding data collection and analysis, and a final report in collaboration with Health District staff and project evaluators.
 - xiii) Program administration, including attendance of required meetings, involvement in related coalitions and work groups, and supervision of a project facilitator who will be managing the project.
 - B. Contractor will provide monthly progress reports to Health District based on instructions provided by Health District program staff.

ATTACHMENT B-A01 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>\$773,900</u>
<u>Budget Year 1 (January 22, 2015 – September 29, 2015)</u>		<u>\$386,950</u>
 Licensed Salaries One Project Facilitator staff for start date of August 19 Approximately 15% of the annual salary (\$49,397) Daily rate of \$268 x 20 days 	\$7,410 \$5,360	\$12,770
 Licensed-Extra Duty Extra-duty pay for 43 teachers to attend the CF Level 1 certification 	\$12,900	\$91,056
 YR 1 (43 teachers x 2 days x 5 hours x \$30/hour) Extra-duty pay for 43 teachers to attend the CFK CFK training YR 1 (43 teachers x 2 days x 5 hours x \$30/hour) Contractor lead professional development implement-Tation training for teachers certified in CF teacher 	\$12,900	
 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 CF schools 	\$3,900	
 YR 1 (65 teachers x 1 day at 2 hours x \$30/hour) Physical Activity Breaks Workshop YR 1 (400 teachers x 1 day 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 CF (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 CF Contractor PD (All teachers) YR 1 (80 teachers x 6 hours x \$30/hour) 	\$14,400	
 Planning for Showcase (2 teachers x 20 hours x \$22/hour) Development of online CANVAS Student Wellness course aligned to Nevada's School Wellness Policy and Contracte Student Wellness Regulation 5157. YR 1 Course 	e or's	
development (1 teacher x 30 hours x \$22/hour)	\$660	
 Support Staff Overtime Custodial pay (24 hours x 1 custodian x \$20/hr.) Campus Monitor pay (1 monitor x 8 hour event x \$20/hr.) 	\$480) \$160	\$640
Licensed Substitutes	, ψ100	009 92
 To substitute in class while teachers participate in the Contractor professional development trainings. YR 1 (80 teachers x \$110/day x 1 day) 		\$8,800
Fringe (PERS-25.75%, OMI58%, Medicare-1.45%, SUI05 FICA-7.65%, EGI Licenses-\$6,479 (annually) Rates are not applied to Extra Duty Pay)	%,	\$12,810
Employee Training:		\$68,800
To provide for training costs for teachers to be Trained and certified in CF or CFK.		
\$800 Level 1 x 43 Teachers	\$34,400	
• \$800 CFK x 43 Teachers	\$34,400	
Instruction Supplies		\$181,674
Scales & Stadiometeres:		
\$1,000 x 30 schools (evaluation)	\$30,000	
PE Supplies to support increased physical activity:	ቀባኖ ባባባ	
\$5,000 x 5 elementary schools	\$25,000	
PE Supplies to support increased physical activity: \$10,000 u.5 middle schools	\$50,000	
\$10,000 x 5 middle schools • PE Supplies to support increased physical activity:	Ψ50,000	
\$10,000 x 5 high schools	\$50,000	
CFK Curriculum (\$300 x 80 teachers)	\$24,000	
General Supplies: Training supplies including but not limited to pens, whiteboards, dry erase markers, Index cards, folders and labels, approximately	·	
\$445/mo x 6 mo	\$2,674	
Mileage in District		\$400
• \$25/mo x 2 staff x 8 mo, approximately 350 miles		
Printing and Binding Printed materials, lesson plans and activities for professional development and teacher training for physical activity breaks and Contractor CF PD.		\$10,000
 Physical activity break profession development materials (\$5,000 x \$.10) 	\$500	

 CF professional development, showcase, before and after school and family fitness event printing (\$5,000 x \$.10) 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 \$90,000 x \$.10) 	\$500 \$9,000	
Budget Year 2 (September 30, 2015 – September 29, 2016)		<u>\$386,950</u>
Licensed Salaries		\$69,968
 Project Facilitator, 100% of annual salary at \$52,548 plus 20 add-on days at \$271 base salary Licensed Salaries (Grant Evaluator) 15% 	\$57,698 \$12,000	
Licensed-Extra Duty		\$133,962
 Extra-duty pay for teacher professional development: 		
CF Level 1 certification	\$7,140	
YR 2 (17 teachers x 2 days x 7 hours x \$30/hour) (5 ES teachers and 12 MS teachers)		
• CFK training:	\$7,980	٠
YR 2 (19 teachers x 2 days x 7 hours x \$30/hour)	Ψ1,200	
(5 ES teachers and 12 MS teachers and		
2 teachers that did not receive training in YR 1)		
 Professional Development Workshops on programming 		
and best-practices:	#0.550	
YR 2 (17 new teachers x 1 day x 5 hours x \$30/hour)	\$2,550	
YR 2 (58 YR2 teachers x 2 days x 3 hours x \$30/hour)	\$10,440	
 Physical Activity Breaks Workshops; YR 2 (100 teachers x 4 days x 2 hours x \$30/hour) 	\$24,000	
BMI Measurement and Fitness Testing Workshop	Ψ21,000	
YR 2 (17 new teachers x 2 hours x \$30/hour)	\$1,020	
Showcase CF CCSD PD (all teachers)	·	
YR 2 (75 teachers x 6 hours x \$30/hour)	\$13,500	
Showcase PD Prep		
YR 2 (2 teachers x 20 hours x \$30/hour)	\$1,200	
Before/After School Extended day for CF • YR 2		\$62,832
1.5 hours x 2 days x 23 weeks x 39 YR 1		
schools x \$22/hour	\$59,202	
1.5 hours x 2 days x 5 weeks x 11 new YR 2	#2 /2 0	
schools x \$22/hour	\$3,630	
Family Functional Fitness Events		\$3,300
YR 2 (75 teachers (50 schools) x 2 hours x \$22/hour)		

Supp	port Staff Overtime		\$640
•	Custodial pay (24 hours x 1 custodian x \$20/hr.)	\$480	
9	Campus Monitor pay (1 monitor x 8 hour event x \$20/hr.)	\$160	
Frin	ge (FICA, OIM, SUI, PERS, MEDICARE)		\$30,000
Professional Education Services			\$30,800
o	Registration for teachers to be trained and certified in CF Level 1 (5 ES teachers & 12 MS teachers) \$800 level 1 x 17 teachers	\$13,600	·
o	Registration for teachers to be trained and certified in CFK (5 ES teachers, 12 MS teachers and 2 teachers that did not receive training in YR 1)	410,000	
	\$800 CFK x 19 teachers	\$15,200	
•	Re-test for teachers who failed the CF Level One		
	Certification (\$150 x 10 teachers)	\$1,500	
•	Re-certification for one original CF teacher	\$500	
Supp	olies		\$113,418
•	Instruction Supplies		
	Scales & Stadiometers (\$1,000 x 11 schools)	\$11,000	
	PE Supplies (\$5,000 x 5 ES)	\$25,000	
	PE Supplies (\$7,000 x 6 MS)	\$42,000	
	PE Supplies to supplement 11 original CF schools		
	$($2,500 \times 11)$	\$27,500	
•	General Supplies Training supplies including pens, whiteboards, dry		
	Erase markers, index cards, folders and labels	\$7,918	
	eage in District 0/mo x 2 staff x 12 mo		\$2,400
Prin deve	ted materials, lesson plans and activities for professional elopment and teacher training for physical activity breaks Contractor CF PD. Physical activity break profession development materials		\$5,762

- Physical activity break profession development materials
- CF professional development, showcase, before and after school and family fitness event printing
- C. 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.
 - 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 submitted by the Contractor in accordance with cost principles applicable to this Agreement.
 - 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.
- D. Health District shall not be liable for interest charges on late payments.
- E. In the event items on an invoice are disputed, payment on those items will be held until the dispute is resolved.