



**TO:** SOUTHERN NEVADA DISTRICT BOARD OF HEALTH      **DATE:** May 26, 2016

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

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### **PETITION #19-16**

**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 (CCSD) to provide services to support the Southern Nevada Partnerships to Improve Community Health (PICH) grant amendment awarded to the Southern Nevada Health District by the Centers for Disease Control and Prevention (CDC) (award #NU58DP005705).*

### **PETITIONERS:**

**Deborah M. Williams, MPA, MPH, CHES, Manager, OCDPHP** *DMW*  
**Michael D. Johnson, Ph.D, Director of Community Health** *MDJ*  
**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 received a PICH grant amendment from the CDC on March 28, 2016, allowing for carryover funding from Year 1 (September 30, 2014 – September 29, 2015) to be spent during Year 2 (September 30, 2015 – September 29, 2016). The three-year PICH grant was awarded to the SNHD on September 30, 2014, but did not allow for subcontract awards until February 2015. The CCSD Interlocal Agreement was awarded April 13, 2015, which did not allow CCSD sufficient time to complete the scope of work. The CDC recognized this issue on several subcontracts, including this Interlocal Contract with CCSD, and approved the carryover funding to complete the scope of work. The CCSD will use this funding to support and promote increased levels of physical activity among students in schools.

### **FUNDING:**

The original CCSD PICH budget for Year 1 was \$386,950. The carryover funding from Year 1 included in this amendment is \$150,000. The Scope of Work is to be completed by September 29, 2016.



**AMENDMENT A02 TO  
INTERLOCAL AGREEMENT  
BETWEEN  
SOUTHERN NEVADA HEALTH DISTRICT  
AND  
CLARK COUNTY SCHOOL DISTRICT  
SNHD-6-PICH-INT-15-026**

WITH REFERENCE to Interlocal Agreement ("Agreement") SNHD-6-PICH-INT-15-026, effective January 22, 2015 as amended November 30, 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, Grant Award 6NU58DP005705-02-03 Post Award Amendment CFDA 93.331 issued March 28, 2016 supersedes the Award Notice dated October 16, 2015 and authorizes carryover funds from Budget Year 1 to Budget Year 2.

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

A. Numbered Paragraph 3 on page two, Compensation, is replaced in its entirety as follows:

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-A02: Payment. The total not-to-exceed amount of this Agreement is \$773,870.29. This project is supported by the federal PICH grant described on page 1 of this Agreement in the amount of \$773,870.29 which accounts for 100% of the total funding of this contract.

C. Attachment A-A01 Scope of Work has been deleted in its entirety and replaced with the attached Attachment A-A02 Scope of Work.

G. Attachment B-A01 Payment 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 A02 to Agreement SNHD-6-PICH-INT-15-026.

**SOUTHERN NEVADA HEALTH DISTRICT**

**CLARK COUNTY SCHOOL DISTRICT**

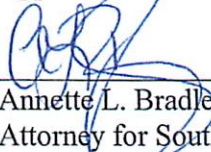
By: \_\_\_\_\_  
Andrew J. Glass, FACHE, MS  
Director of Administration

By: \_\_\_\_\_  
Kim Wooden  
Deputy Superintendent

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

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

Approved as to form:

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

Approved as to form:

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



**ATTACHMENT A-A02**  
**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.**

**Year One Carry Forward – Scope of Work: January 22, 2015 – September 29, 2016**

1. Contractor will continue to increase efforts of schools, enhancing physical education instruction, and offer additional before and after school physical activity opportunities over the duration of the project. The specific extension deliverables include:
2. Contractor will:
  - Provide a two hour training class on Brain Break for seventy-five (75) classroom teachers.
  - Provide a two hour Brain Break for seventy-five (75) classroom teachers.
  - Provide a three hour training for fifty-eight (58) CrossFit-certified physical education teachers covering CrossFit programming and best practices.
  - Develop and print materials to support training,
  - Purchase instructional and general supplies for activities that support program implementation.

**ATTACHMENT B-A02  
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** **\$773,870.29**

**Budget Year 1 (January 22, 2015 – September 29, 2015)** **\$236,920.29**

**Licensed Salaries** **\$4,379.00**

- 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

**Licensed-Extra Duty** **\$53,686.00**

- Extra-duty pay for 43 teachers to attend the CF Level 1 certification  
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 implementation training for teachers certified in CF 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 CF schools  
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)
- BMI Measurement and Fitness Testing Workshop  
YR 1 (43 new teachers x 2 hours x \$30/hour)
- 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
- 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)

- Showcase CF Contractor PD (All teachers)  
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 aligned to Nevada's School Wellness Policy and Contractor's Student Wellness Regulation 5157. YR 1 Course development (1 teacher x 30 hours x \$22/hour)

**Support Staff Overtime** **\$171.00**

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

**Licensed Substitutes** **\$0.00**

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

**Fringe** (PERS-25.75%, OMI-.58%, Medicare-1.45%, SUI-.05%, FICA-7.65%, EGI Licenses-\$6,479 (annually) Rates are not applied to Extra Duty Pay) **\$3,034.99**

**Employee Training:** **\$66,600.00**

- To provide for training costs for teachers to be Trained and certified in CF or CFK
  - \$800 Level 1 x 43 Teachers
  - \$800 CFK x 43 Teachers

**Instruction Supplies** **\$97,087.95**

- Scales & Stadiometers:  
\$1,000 x 30 schools (evaluation)
- PE Supplies to support increased physical activity:  
\$5,000 x 5 elementary schools
- PE Supplies to support increased physical activity:  
\$10,000 x 5 middle schools
- PE Supplies to support increased physical activity:  
\$10,000 x 5 high schools
- CFK Curriculum (\$300 x 80 teachers)
- 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

**Mileage in District** **\$82.24**

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

**Printing and Binding** **\$11,879.11**

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

- Physical activity break profession development materials (\$5,000 x \$.10)



- 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)

**Budget Year 2 (September 30, 2015 – September 29, 2016)**

**\$386,950.00**

**Licensed Salaries**

**\$69,968.00**

- Project Facilitator, 100% of annual salary at \$52,548 plus 20 add-on days at \$271 base salary
- Licensed Salaries (Grant Evaluator) 15%

**Licensed-Extra Duty**

**\$133,962.00**

**Licensed-Extra Duty**

**\$67,830**

- Extra-duty pay for teacher professional development: CF Level 1 certification  
YR 2 (17 teachers x 2 days x 7 hours x \$30/hour)  
(5 ES teachers and 12 MS teachers)
- CFK training:  
YR 2 (19 teachers x 2 days x 7 hours x \$30/hour)  
(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:  
YR 2 (17 new teachers x 1 day x 5 hours x \$30/hour)  
YR 2 (58 YR2 teachers x 2 days x 3 hours x \$30/hour)
- Physical Activity Breaks Workshops;  
YR 2 (100 teachers x 4 days x 2 hours x \$30/hour)
- BMI Measurement and Fitness Testing Workshop  
YR 2 (17 new teachers x 2 hours x \$30/hour)
- Showcase CF CCSD PD (all teachers)  
YR 2 (75 teachers x 6 hours x \$30/hour)
- Showcase PD Prep  
YR 2 (2 teachers x 20 hours x \$30/hour)
- Before/After School Extended day for CF  
YR 2  
1.5 hours x 2 days x 23 weeks x 39 YR 1 schools x \$22/hour  
1.5 hours x 2 days x 5 weeks x 11 new YR 2 schools x \$22/hour
- Family Functional Fitness Events  
YR 2 (75 teachers (50 schools) x 2 hours x \$22/hour)

**\$62,832.00**

**\$3,300.00**

<b>Support Staff Overtime</b>	<b>\$640.00</b>
<ul style="list-style-type: none"> <li>• Custodial pay (24 hours x 1 custodian x \$20/hr.)</li> <li>• Campus Monitor pay (1 monitor x 8 hour event x \$20/hr.)</li> </ul>	
<b>Fringe (FICA, OIM, SUI, PERS, MEDICARE)</b>	<b>\$30,000.00</b>
<b>Professional Education Services</b>	<b>\$30,800.00</b>
<ul style="list-style-type: none"> <li>• Registration for teachers to be trained and certified in CF Level 1 (5 ES teachers &amp; 12 MS teachers) \$800 level 1 x 17 teachers</li> <li>• 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) \$800 CFK x 19 teachers</li> <li>• Re-test for teachers who failed the CF Level One Certification (\$150 x 10 teachers)</li> <li>• Re-certification for one original CF teacher</li> </ul>	
<b>Supplies</b>	<b>\$113,418.00</b>
<ul style="list-style-type: none"> <li>• Instruction Supplies Scales &amp; Stadiometers (\$1,000 x 11 schools) PE Supplies (\$5,000 x 5 ES) PE Supplies (\$7,000 x 6 MS) PE Supplies to supplement 11 original CF schools (\$2,500 x 11)</li> <li>• General Supplies Training supplies including pens, whiteboards, dry Erase markers, index cards, folders and labels</li> </ul>	
<b>Mileage in District</b>	<b>\$2,400.00</b>
\$100/mo x 2 staff x 12 mo	
<b>Printing and Binding</b>	<b>\$5,762.00</b>
Printed materials, lesson plans and activities for professional development and teacher training for physical activity breaks and Contractor CF PD.	
<ul style="list-style-type: none"> <li>• Physical activity break profession development materials</li> <li>• CF professional development, showcase, before and after school and family fitness event printing</li> </ul>	
<b><u>Budget Year 1 Carry Forward (Mar 28, 2016 – Sep 29, 2016)</u></b>	<b><u>\$150,000.00</u></b>
<b>Licensed-Extra Duty</b>	<b>\$17,080.00</b>
<ul style="list-style-type: none"> <li>• Provide a 3 hour training to cover CrossFit Programming and best practices <ul style="list-style-type: none"> <li>○ Extra-duty pay for teacher professional development <ul style="list-style-type: none"> <li>▪ CrossFit Level 1 certification Carryover FY15 (58 teachers x 3 hrs x \$30/hr)</li> </ul> </li> </ul> </li> <li>• Provide a 2 hours Brain Break training for 75 classroom teachers</li> </ul>	

- Brain Break Training  
Extension FY15 (75 teachers x 2 hrs x \$30/hr)
- Brain Break  
Extension FY15 (75 teachers x 2 hrs x \$30/hr)

**Fringe** **\$4,000.00**

**Supplies** **\$124,920.00**

Instructional Supplies  
PE Supplies Elementary Schools  
PE Supplies Middle Schools  
PE Supplies High Schools

**Travel (Mileage)** **\$2,000.00**

**Printing and Binding** **\$2,000.00**

Printed materials, lesson plans and activities for professional development and teach training and Contractor CrossFit PD.  
Physical activity break professional development materials

- 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.
- 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 submitted 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.
- 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.