



TO: SOUTHERN NEVADA DISTRICT BOARD OF HEALTH **DATE:** October 27, 2016

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

PETITION #37-16

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) Year 3 grant awarded to the Southern Nevada Health District by the Centers for Disease Control and Prevention (CDC)(award #NU58DP005705-03)

PETITIONERS:

- Deborah M. Williams, MPA, MPH, CHES, Manager, OCDPHP** *DMW*
- Michael D. Johnson, Ph.D., Director of Community Health** *MS*
- 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 three-year (September 30, 2014 – September 29, 2017) PICH grant award from CDC. On September 2, 2017, SNHD received a Notice of Award authorizing expenditure of Year 3 funds. The CCSD will use the funding included in the Year 3 contract amendment to support and promote physical activity by increasing access to opportunities for physical activity among students.

FUNDING:

The Year 3 PICH funding included in this contract amendment totals \$290,213. The associated Scope of Work will be completed between September 30, 2016 and September 29, 2017.



**AMENDMENT A03 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 and August 1, 2016, 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, 5NU58DP005705-03-00, 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, b) Grant Award 6NU58DP005705-02-01 award date of September 28, 2015 and c) Grant Award 5NU58DP005705-03-00 award date of August 25, 2016; through which Contractor, as the subrecipient, will enhance its physical activity and education program.

- B. Numbered Paragraph 1 is revised by extending the end date of the Agreement from September 29, 2016 to September 29, 2017.

- C. Numbered Paragraph 3, 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-A03, attached hereto. Contractor will be reimbursed by the Health District for expenses incurred by the Contractor as provided in Attachment B-A03: Payment. The total not-to-exceed amount of this Agreement is \$1,064,083.29. This project is supported by the federal PICH grant

described on page 1 of this Agreement in the amount of \$1,064,083.29, which accounts for 100% of the total funding of this contract.

C. Attachment A-A02 Scope of Work has been deleted in its entirety and replaced with the attached Attachment A-A03 Scope of Work.

G. Attachment B-A02 Payment has been deleted in its entirety and replaced with the attached Attachment B-A03 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 A03 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

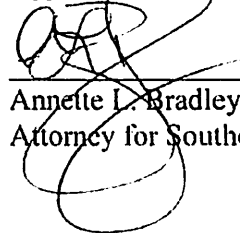
By: _____
Kristine Minnich
Assistant Superintendent
Assessment, Accountability Research
and School Improvement

Date: _____

Date: _____

Approved as to form:

Approved as to form:



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

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

**ATTACHMENT A-A03
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 and specific Year 1 deliverables include:
 - i) Expand the CrossFit (CF) or CrossFit Kids (CFK) program to 17 new elementary, middle or high schools.
 - ii) Provide support to the 11 existing CF high schools.
 - iii) Train 25 teachers in CF and 25 in CFK certification (teachers for Year 1 and Year 2 implementation). Two sites have existing teachers certified; one site has a teacher that teaches both middle and high school students.
 - iv) Purchase instructional supplies to support program expansion.
 - v) Provide professional development training for 35 CF certified teachers (25 new plus 10 from original CF sites).
 - vi) Provide professional development training on incorporating activity breaks for 400 teachers.
 - vii) Implement before or after school CF programs in 25 schools (15 new plus 10 original).
 - viii) Conduct Family Functional Fitness Night events at 25 schools (15 new plus 10 original).
 - 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 50 existing CF schools.
 - iii) Training of the Year Two teachers in CF Level 1 covering CrossFit and best practices.
 - iv) Teacher certifications for CrossFit Kids teachers covering CrossFit and best practices.
 - v) Instructional supplies for activities that support program expansion.
 - vi) Professional development training for 75 CF certified teachers.
 - 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.

Period of Performance: September 30, 2016 – September 29, 2017

1. CCSD will support CCSD 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. The specific Year Three deliverables include:
 - 1) Provide support to ensure ongoing implementation of CrossFit in all 50 participating schools.
 - 2) Ensure ongoing implementation of before or after school CrossFit programs in all 50 participating schools.
 - 3) Support teacher certifications for CrossFit Kids and CrossFit Level certifications (new and re-certifications).
 - 4) Provide professional development training for 75 CrossFit certified teachers.
 - 5) Provide professional development training on incorporating activity breaks for 400 teachers.
 - 6) Implement Family Functional Fitness Night events at 50 schools.
 - 7) Conduct a CrossFit Showcase event.
 - 8) Purchase instructional supplies for activities that support program maintenance and sustainability.
 - 9) Support Implementation of the CCSD Student Wellness Regulation (School Wellness Policy) by facilitating regular meetings of the CCSD Wellness Committee; maintaining the CANVAS Student Wellness online course; and by using various methods (letters, e-mails, automated calls, etc.) to communicate the policy to administrators and parents. Document at least one communication outreach effort to share information about the policy, and resources for how to comply to parents and administrators during the project period.
 - 10) Complete data collection and analysis in accordance with the approved evaluation plan and help develop a final report in collaboration with Health District staff and project evaluators.
 - 11) Provide 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-A03
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 **\$1,064,083.29**

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
 - Daily rate of \$268 x 16 ½ days

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

- Extra-duty pay for 25 teachers to attend the CF Level 1 certification \$3,750
YR 1 (25 teachers x 2 days x 5 hours x \$30/hour)
- Extra-duty pay for 25 teachers to attend the CFK training \$7,500
YR 1 (25 teachers x 2 days x 5 hours x \$30/hour)
- CCSD lead professional development training for teachers certified in CF
2 teachers per JH & HS, 1 teacher per ES, plus originally trained teachers) \$2,956
- Professional Development Workshops on programming and best-practices.
YR 1 (35 teachers x 1 day at 4 hours x \$30/hour) \$4,200
- Physical Activity Breaks Workshop \$24,000
YR 1 (400 teachers x 1 day x 2 hours x \$30/hour)
- BMI Measurement and Fitness Testing Workshop \$2,700
YR 1 (45 new teachers x 2 hours x \$30/hour)
- Before/After School CF extended day for teaching CF
29 new schools plus 11 original schools
YR 1 (2 hrs. x 2 days x 7 weeks x 40schools x \$22/hour) \$7,040
Only 7 weeks due to mid-year implementation
- Planning for Showcase (2 teachers x 20 hours x \$22/hour) \$880
- Development of online CANVAS Student Wellness course aligned to Nevada’s School Wellness Policy and Student Wellness Regulation 5157. YR 1 Course

development (1 teacher x 30 hours x \$22/hour)	\$660	
Support Staff Overtime		\$171.00
• Custodial pay (8.75 hours x 1 custodian x \$20/hr.)		
Licensed Substitutes		\$3,355.00
• To substitute in class while teachers participate in the Contractor professional development trainings.		
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:		\$67,200.00
• To provide for training costs for teachers to be trained and certified in CF or CFK		
• \$800 Level 1 x 42 Teachers	\$33,600	
• \$800 CFK x 42 Teachers	\$33,600	
Instruction Supplies		\$93,132.95
• Scales & Stadiometers: \$1,000 x 25 schools (evaluation)	\$25,000.00	
• PE Supplies to support increased physical activity:		
• 3,000 x 7 elementary schools	\$20,000.00	
• \$3,000 x 7 middle schools	\$20,000.00	
• \$3,000 x 7 high schools	\$20,000.00	
• CFK Curriculum (\$300 x 27 teachers)	\$8,132.95	
Mileage in District		\$82.24
2 staff x 8 mo		
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)	\$500.00	
• CF professional development, showcase, before and after school and family fitness event printing (\$5,000 x \$.10)	\$500.00	
• Aligned to Nevada's School Wellness Policy and Contractor's Student Wellness Regulation 5157, Wellness Coordinator Binders including strategies on how to incorporate moderate to vigorous physical activity, nutrition education, and other physical activity opportunities	\$10,879.11	

Budget Year 2 (includes carry forward)
(September 30, 2015 – September 29, 2016)

\$536,950.00

Licensed Salaries

\$69,968.00

- Project Facilitator, 100% of annual salary at \$52,548
- plus 20 add-on days at \$271 base salary \$57,968
- Licensed Salaries (Grant Evaluator) 15% \$12,000

Licensed-Extra Duty

- **FY2015 Carry Forward** **\$10,428.00**

- Three hour training on Feb 25, 2016 to cover CrossFit Programming and best practices
 - Extra-duty pay for teacher professional development: CrossFit Level One Certification Carry Forward FY15 (58 teachers x 3 hrs x \$22/hr) \$3,828
- Two hour Brain Break training on Jan 14, 2016 to 75 classroom teachers
 - Brain Break Training: Extension FY15 (75 teachers x 2 hrs x \$22/hr) \$3,300
- Two hour Brain Break training on Feb 11, 2016 to 75 classroom teachers
 - Brain Break Training: Extension FY15 (75 teachers x 2 hrs x \$22/hr) \$3,300

- **FY2016 Amendment** **\$46,046.00**

- Extra-duty pay for teacher profession development:
 - CrossFit Level One Certification \$6,160
 - (40 teachers x 7 hours x \$22/hr) Year 2 (17 teachers x 2 days x 7 hrs x \$22/hr) \$5,236
 - (5 ES teachers and 12 MS teacher)CrossFit Kids Training 5 ES teachers, 12 MS teachers and 2 teachers who Did not receive training in Year 1 YR 2 (19 teachers x 2 days x 7 hrs x \$22/hr) \$5,852
- Professional Development Workshops on programming and best practices
 - YR 2 (17 new teachers x 1 day x 5 hrs x \$22/hr) \$1,870
 - YR 2 (50 YR2 teachers x 2 days x 3 hrs x \$22/hr) \$6,600
- CANVAS training for one teacher (1 teacher x 20 hrs x \$22/hr) \$440
- Physical Activity Breaks Workshops YR 2 (100 teachers x 4 days x 2 hrs x \$22/hr) \$17,600
- BMI Measurement and Fitness Testing Workshop YR 2 (17 new teachers x 2 hrs x \$22/hr) \$748
- Showcase CF Professional Development (all teachers) YR 2 (5 teachers x 6 hrs x \$22/hr) \$660
- Showcase PD Prep 2 teachers x 20 hrs x \$22/hr) \$880

<ul style="list-style-type: none"> • Before/After School Extended day for CrossFit \$62,832.00 YR 2 (39 teachers x 2 days x 1.5 hrs x 23 wks x \$22/hr) \$59,202 YR 2 (11 new YR 2 teachers x 2 days x 1.5 hrs x 5 wks x \$22/hr) \$3,630 	
<ul style="list-style-type: none"> • FY2015 Carry Forward \$6,160.00 Family Functional Fitness Events (65 teachers at 38 schools x 2 hrs x \$22/hr) \$2,860 	
<ul style="list-style-type: none"> • FY2016 Amendment Family Functional Fitness Events YR 2 (75 teachers at 50 schools) x 2 hrs x \$22/hr) \$3,300 	
Fringe (FICA, OIM, SUI, PERS, MEDICARE)	\$45,000.00
Professional Education Services	\$30,800.00
<ul style="list-style-type: none"> • FY2015 Carry Forward None 	
<ul style="list-style-type: none"> • FY2016 Amendment • Recertification 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 • 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 \$15,200 • Re-test fee for teachers who failed the CF Level One Certification (\$150 x 10 teachers) \$1,500 • Re-certification for one original CF teacher \$500 	
Supplies	\$127,191.00
<ul style="list-style-type: none"> • FY2015 Carry Forward • Instructional Supplies PE Supplies ES \$13,311 PE Supplies MS \$43,300 PE Supplies HS \$70,580 	
<ul style="list-style-type: none"> • FY2016 Amendment \$118,033.00 • Instructional Supplies Scales & Stadiometers (\$1,000 x 11 schools) \$11,000 PE Supplies (\$5,000 x 5 ES) \$25,000 PE Supplies (\$6,621.33 x 6 MS) \$39,725 PE Supplies to supplement the 11 original CF Schools (\$2,500 x 11) \$33,360 	

YR 2 Schools		
• General Supplies		
Training supplies including pens, whiteboards, Dry erase markers, index cards, folders & labels	\$8,948	
FY16 Tech Supplies		\$5,729.00
• Technology Supplies		
Printer toner, portable storage and labels		
Mileage in District		\$7,000.00
FY2015 Carry Forward	\$2,000	
FY2016 Amendment	\$5,000	
Printing and Binding		\$7,763.00
FY2015 Carry Forward	\$2,000	
FY2016 Amendment	\$5,763	
<u>Budget Year 3 (September 30, 2016 – September 29, 2017)</u>		<u>\$290,213.00</u>
Licensed Salaries		\$90,092.00
• Licensed Salaries (Project Facilitator) 100% of the annual salary \$70,436.05 + 20 add-on days @ \$382.80 (\$70,436 + \$7,656)	\$78,092	
• Licensed Salaries (Grant Evaluator) 14%	\$12,000	
Licensed-Extra Duty		\$148,632.00
• Extra-duty pay for teacher professional development:		
YR 3 Certification and renewal training (15 x \$16 hours x \$22/hour)	\$5,280	
• Professional Development Workshops on programming and best-practices		
YR 3 (17 new teachers x 3 days x 5 hours x \$22/hour)	\$5,610	
• Professional Development Workshops on Programming and best-practices		
YR 3 (54 YR2 teachers x 2 days x 3 hours x \$22/hour)	\$7,128	
• Physical Activity Breaks Workshops:		
YR 3 (71 teachers x 4 days x 2 hours x \$22/hour)	\$12,496	
BMI Measurement and Fitness Testing Workshop		
YR 3 (71 teachers x 6 hours x \$22/hour)	\$9,372	
Showcase PD Prep (2 teachers x 20 hours x \$22/hour)	\$880	
Before/After School Extended Day for CrossFit		
69 teachers x 1.5 hours each day x 2 days/week x 23 weeks x \$22/hour	\$104,742	
• Family Functional Fitness Events		
YR 3 (71 teachers (50 schools) x 2 hours x \$22/hour)	\$3,124	

Support Staff Overtime		\$640.00
• Custodial pay (24 hours x 1 custodian x \$20/hr.)	\$480	
• Campus Monitor pay (1 monitor x 8 hr event x \$20/hr)	\$160	
Fringe (FICA, OIM, SUI, PERS, MEDICARE)		\$35,000.00
Professional Education Services:		\$11,000.00
Renewals		
• Teachers needing to renew their existing CrossFit Certification (8 x \$500) (renewals are for teachers whose original CrossFit certifications will expire before the end of grant year 3)	\$4,000	
Certifications:		
• CF/CF Kids training combined course. 4 x \$850	\$3,400	
• CF Kids only training (3 x \$800)	\$2,400	
Recertification:		
• CF-Level 1 Re-test (8 x \$150)	\$1,200	
Supplies		\$1,449.00
• General supplies (F10002213): Training supplies including pens, whiteboards, dry erase markers, index cards, folders and labels		
Travel - Mileage		\$2,400.00
• \$100 per month x 2 staff x 12 months		
Printing and Binding		\$1,000.00
• Printed materials, lesson plans and activities for professional development and teacher training and Contractor CrossFit PD. Physical activity break professional development materials. Approximately	\$500	
• CrossFit professional development, showcase, before/after school and family fitness event printing. Approximately	\$500	

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.
- F. In order the Health District to close out its fiscal year, Contractor will submit an invoice for all work performed and expenses incurred through June 30, 2017 no later than Friday, July 14, 2017.
- G. In order for the Health District to process grant closeout per grant requirements, Contractor will submit their final invoice to the Health District no later than thirty (30) days after the end of the contract term, or Friday, October 27, 2017.