



**TO: SOUTHERN NEVADA DISTRICT BOARD OF HEALTH**

**DATE: September 24th, 2020**

**RE:** *Approval of extension of the Service Agreement between Southern Nevada Health District and The Board of Regents with the University of Nevada Las Vegas (UNLV), doing business as The Nevada Institute for Children's Research and Policy (NICRP), Year 2 Funding.*

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### **PETITION # 13-21**

**That the Southern Nevada District Board of Health** *approve the Interlocal Service Agreement between the Southern Nevada Health District and The Nevada Institute for Children's Research and Policy (NICRP) who conducts evaluation activities and data collection in Clark County.*

### **PETITIONERS:**

**Fermin Leguen, MD, MPH, Acting Chief Health Officer** *FL*  
**Michael Johnson, PhD, Director of Community Health** *MJ*  
**Marlo Tonge, Communicable Disease Manager** *MT*

### **DISCUSSION:**

This is an agreement to support and collaborate with NICRP who has been assisting The Southern Nevada Health District under the Overdose Data to Action (ODTA) project, by developing a comprehensive evaluation plan and reports to be disseminated in various settings, assist SNHD with measuring goals and objectives for all ODTA activities.

### **FUNDING:**

This agreement will provide funding to The Board of Regents with the University of Nevada Las Vegas, doing business as The Nevada Institute for Children's Research and Policy in the amount of \$200,000. This is direct funding from federal grant dollars, CDC ODTA 1 NU17CE925002-01-00, with the scope of work to be completed between September 1, 2020-August 31, 2021.



**AMENDMENT A02 TO  
PROFESSIONAL SERVICES AGREEMENT  
BETWEEN  
SOUTHERN NEVADA HEALTH DISTRICT  
AND  
BOARD OF REGENTS, NEVADA SYSTEM OF HIGHER EDUCATION  
ON BEHALF OF  
UNIVERSITY OF NEVADA, LAS VEGAS  
NEVADA INSTITUTE FOR CHILDREN'S RESEARCH AND POLICY  
C2000061**

THIS AMENDMENT A02 IS MADE WITH REFERENCE TO Professional Services Agreement ("Agreement"), Effective Date October 1, 2019, and as amended on August 25, 2020, by and between the Southern Nevada Health District ("Health District"), and Board of Regents, Nevada System of Higher Education on behalf of University of Nevada, Las Vegas, Nevada Institute for Children's Research and Policy ("Contractor") (individually "Party" and collectively "Parties").

WHEREAS, the Parties mutually desire to extend the term of the Agreement, and to add funds to the Agreement.

NOW THEREFORE, pursuant to Subsection 1.05 of the Agreement, the Parties agree to amend the Agreement as follows:

- 1) The fourth paragraph on the first page of the Agreement is hereby deleted in its entirety and replaced with the following:

WHEREAS, Health District desires to obtain professional services in support of a federal grant received from 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 NU17CE925002, CFDA Number 93.136 – Injury Prevention and Control Research and State Community Based Programs, program entitled Southern Nevada Health District Overdose Data to Action (SNHD-ODTA) Project, awarded August 12, 2019, and as amended on November 13, 2019, February 12, 2020, and June 29, 2020; and awarded July 29, 2020, with a total amount awarded to Health District of \$5,469,784 (the "Grant"); and

- 2) The first sentence in the first paragraph of Section 1, Term, Termination and Amendment is hereby amended to extend the end date of the Agreement through August 31, 2021.
- 3) Section 2, Incorporated Documents, is hereby deleted in its entirety and replaced with the following:
  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-A02: SCOPE OF WORK

ATTACHMENT B-A02: PAYMENT

ATTACHMENT C: ADDITIONAL GRANT INFORMATION AND REQUIREMENTS

- 4) Section 3, Compensation, is increased by \$200,000, from \$200,000 to \$400,000. Section 3 of the Agreement is hereby deleted in its entirety and replaced with the following:
  3. COMPENSATION. Contractor shall complete the Services in a professional and timely manner consistent with the Scope of Work outlined in Attachment A-A02. Contractor will be reimbursed for expenses incurred as provided in Attachment B-A02: Payment. The total not-to-exceed amount of this Agreement is \$400,000, all of which is funded by the Grant described on the first page of this Agreement; this accounts for 100% of the total funding for the term of the Agreement.
- 5) Attachment A-A01 to the Agreement is hereby deleted in its entirety and replaced with Attachment A-A02, Scope of Work, which is attached hereto and expressly incorporated herein.
- 6) Attachment B-A01 to the Agreement is hereby deleted in its entirety and replaced with Attachment B-A02, Payment, which is attached hereto and expressly incorporated herein.

This Amendment A02 is effective as of the date of the last signature affixed hereto.

Except as expressly provided in this Amendment A02, all the terms and provisions of the Agreement are and will remain in full force and effect and are hereby ratified and confirmed by the Parties.

[SIGNATURE PAGE TO FOLLOW]

DRAFT



BY SIGNING BELOW, the Parties hereto have approved and executed this Amendment A02 to Agreement C2000061.

**SOUTHERN NEVADA HEALTH DISTRICT**

**APPROVED AS TO FORM:**

By: \_\_\_\_\_  
Fermin Leguen, MD, MPH  
Interim Chief Health Officer  
Health District DUNS: 137055492

By: \_\_\_\_\_  
Heather Anderson-Fintak, Esq.  
Associate General Counsel  
Southern Nevada Health District

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

**BOARD OF REGENTS, NSHE, OBO UNIVERSITY OF NEVADA, LAS VEGAS, INSTITUTE FOR CHILDREN'S RESEARCH AND POLICY**

By: \_\_\_\_\_  
Lori Ciccone  
Director of Sponsored Programs  
Contractor DUNS: 098377336

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

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**ATTACHMENT A-A02**  
**Scope of Work**

- A. Performance Period September 1, 2020 – August 31, 2021. As the ODTA Project Independent Evaluator, Contractor will:
- A.1 Assist Health District staff with evaluation activities and data collection as outlined in the CDC's ODTA Work Plan dated September 1, 2020 through August 31 2021; and as it may be amended and agreed upon by the Parties ("Work Plan dated September 1, 2020 through August 31, 2021").
  - A.2 Work with Health District staff to develop comprehensive evaluation plans and reports on selected ODTA objectives and activities as clearly outlined within the Work Plan, including participating in CDC-related evaluation webinars and trainings and report entry into CDC's Partners Portal.
  - A.3 Provide support for the Health District's planning and implementation of outcome goals and activities as detailed within the Work Plan.
  - A.4 Measure and monitor the goals and activities through multiple venues, such as meeting attendance, report production, and updates to evaluation information on CDC's Partner's Portal.
  - A.5 Work directly with Health District staff and other ODTA program partners, including the CDC, to continue to use a monthly tracking and monitoring system for each of the targeted outcome identified within the Work Plan dated September 1, 2020 through August 31, 2021, and will modify this tracking system as needed.
  - A.6 Continue to implement the evaluation framework to monitor progress toward stated goals, indicators, and activities included in the Work Plan dated September 1, 2020 through August 31, 2021.
  - A.7 Provide reports to CDC and Health District project staff to help identify and better understand ODTA project successes and barriers.
  - A.8 Participate in meetings, develop documents, and comply with special deliverables as requested by CDC and Health District project staff.
  - A.9 Conduct presentations and trainings to local and state agencies upon request.
  - A.10 Contract with agency to conduct activities related to harm reduction evaluation, such as review literature, develop assessment instruments, create report, and a plan for dissemination of findings.
  - A.11 Utilize staff subject-matter expertise to support activities related to academic detailing to include instrument and material review, provider follow-up support, and evaluation development and implementation.

- A.12 Submit programmatic reports on time, and as directed by Health District project staff. All programmatic and financial reports will be reviewed by Health District project staff and ensure Contractor is on track with project deliverables
- A.13 Work closely with Health District project staff to ensure proper close-out of Grant related obligations
- B. Performance Period October 1, 2019 – August 31, 2020. As the ODTA Project Independent Evaluator, Contractor will:
  - B.1 Assist Health District staff with evaluation activities and data collection as outlined in the CDC's ODTA Work Plan dated October 1, 2019 through August 31, 2020; and as it may be amended and agreed upon by the Parties ("Work Plan dated October 1, 2019 through August 31, 2020").
  - B.2 Work with Health District staff to develop comprehensive evaluation plans and reports on selected ODTA objectives as clearly outlined within the Work Plan dated October 1, 2019 through August 31, 2020.
  - B.3 Provide support for the Health District's planning and implementation of certain short-term outcome goals as detailed within the Work Plan.
  - B.4 Measure and monitor these short-term outcome goals.
  - B.5 Work directly with Health District staff and other ODTA program partners, including the CDC, to continue to use a monthly tracking and monitoring system for each of the targeted short-term outcomes identified within the Work Plan dated October 1, 2019 through August 31, 2020, and will modify this tracking system as needed.
  - B.6 Continue to implement the outcome evaluation framework to monitor progress toward stated goals and milestones included in the Work Plan.
  - B.7 Provide reports to CDC and Health District project staff to help identify and better understand ODTA project successes and barriers.
  - B.8 Participate in meetings, develop documents and comply with special deliverables as requested by CDC and Health District project staff.
  - B.9 Conduct presentations and trainings to local and state agencies upon request.
  - B.10 Provide community resources to respond to overdoses among teens, partner with schools or community agencies to identify adverse childhood events and connect families to community resources, and develop and disseminate overdose prevention education for parents of children who recently overdosed.
  - B.11 Submit programmatic reports on time, and as directed by Health District project staff. All programmatic and financial reports will be reviewed by Health District project staff to ensure Contractor is on track with project deliverables.
  - B.12 Work closely with Health District project staff to ensure proper close-out of Grant related obligations.

C. Performance Period October 1, 2019 – November 30, 2020. As the ODTA Project Independent Evaluator, Contractor will:

- C.1 Contract with agency to conduct surveys to determine current attitudes, knowledge, and opinions regarding substance use. Create report of findings, and a plan for dissemination of findings.
- C.2 Submit programmatic reports on time, and as directed by Health District project staff. All programmatic and financial reports will be reviewed by Health District project staff to ensure Contractor is on track with project deliverables.
- C.3 Work closely with Health District project staff to ensure proper close-out of Grant related obligations.

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**ATTACHMENT B-A02  
PAYMENT**

A. Payments to Contractor for Services actually performed during **Budget Period September 1, 2020 through August 31, 2021** are not-to-exceed \$200,000.

A.1 Contractor will be reimbursed for actual Services provided pursuant to Attachment A-A02, Scope of Work, and properly billed in accordance with this Attachment B-A02, Payment. The not-to-exceed totals available for reimbursement for Services provided during Budget Period September 1, 2020 through August 31, 2021 are detailed below:

<b>Description, Budget Period September 1, 2020 through August 31, 2021</b>	<b>Not-to-exceed amount available for reimbursement:</b>
<b>Personnel Salary</b> Executive Director, .15 FTE X annual salary \$96,000=\$14,400 Associate Director, .34 FTE X annual salary \$83,593.62=\$28,422 Research Assistant, .50 FTE X annual salary \$49,000=\$24,500 LOA Research Assistant, 1 FTE X annual salary \$45,000=\$45,000	\$112,322
<b>Personnel Fringe</b> 29.8% of salary (with exception of LOA Research Assistant at 17% of salary)	\$27,712
<b>Travel</b> Mileage: \$0.575 per mile x estimated 84 x 12 months=\$580 Federal/State/Local Meetings (may include approved reimbursement for registration, airfare, hotel and/or per diem)=\$2,500	\$3,080
<b>Supplies and Operations</b> Supplies: \$445 Meetings: \$1,000 Incentives: \$2,500	\$3,945
<b>Total Direct</b>	\$147,059
<b>Indirect Costs (36% of total costs)</b>	\$52,941
<b>Total Not-to-Exceed Amount available for reimbursement to Contractor for Budget Period September 1, 2020 through August 31, 2021:</b>	\$200,000

B. Payments to Contractor for Services actually performed during Budget Periods October 1, 2019 through August 31, 2020 and October 1, 2019 through November 30, 2020 are not-to-



exceed \$200,000.

B.1 Contractor will be reimbursed for actual Services provided pursuant to Attachment A-A02, Scope of Work, and properly billed in accordance with this Attachment B-A02, Payment. The not-to-exceed totals available for reimbursement for Services provided during Budget Periods October 1, 2019 through August 31, 2020 and October 1, 2019 through November 30, 2020 are detailed below:

Description, Budget Period October 1, 2019 through August 31, 2020	Not-to-exceed amount available for reimbursement:
<b>Personnel Salary</b> Executive Director: Amount not-to-exceed \$8,139.52 Associate Director: Amount not-to-exceed \$16,925.80 Research Assistant: Amount not-to-exceed \$31,502.95 Research Assistant part-time: Amount not-to-exceed \$18,219.26	\$74,787.53
<b>Personnel Fringe</b> 29.8% of salary (with exception of part-time Research Assistant at 17% of salary)	\$18,149.41
<b>Travel</b>  Federal/State/Local Meetings Air=\$245.96	\$245.96
<b>Supplies and Operations</b> Printing @ \$2,000 Incentives @ \$2,000 Workstation @ \$2,500	\$6,500
<b>Total Direct</b>	\$99,682.90
<b>Indirect Costs (36% of total costs)</b>	\$35,885.79
<b>Total Not-to-Exceed Amount available for reimbursement to Contractor for Budget Period October 1, 2019 through August 31, 2020:</b>	\$135,568.65

Description, Budget Period October 1, 2019 through November 30, 2020	Not-to-exceed amount available for reimbursement
Supplies and Operations Community Survey @ \$47,376	\$47,376
<b>Total Direct</b>	<b>\$47,376</b>
<b>Indirect Costs (36% of total costs)</b>	<b>\$17,055.31</b>
<b>Total Not-to-Exceed Amount available for reimbursement to Contractor for Budget Period October 1, 2019 through November 30, 2020:</b>	<b>\$64,431.31</b>

- B.2 Contractor's final Request for Reimbursement for Budget Periods October 1, 2019 through August 31, 2020 and October 1, 2019 through November 30, 2020 must be submitted to Health District no later than December 20, 2020.
- C. Expenses incurred by Contractor after the end date of each Budget Period will not be eligible for reimbursement from funds allocated to the respective Budget Period.
- D. Payments shall be based on approved Contractor invoices submitted in accordance with this Agreement. No payments will be made in excess of the not-to-exceed amount of this Agreement.
- E. Contractor will not bill more frequently than monthly for the term of the Agreement. Each invoice will itemize specific costs incurred for each allowable item as agreed upon by the Parties as identified in the Agreement.
- E.1 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 the Contractor in accordance with cost principles applicable to this Agreement.
- E.2 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.
- E.3 Contractor 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.
- E.4 Invoices are subject to approval by Health District project and fiscal staff.
- F. Cost principles contained in Uniform Guidance 2 CFR Part 200, Subpart E, shall be used as criteria in the determination of allowable costs.
- G. Health District will not be liable for interest charges on late payments.
- H. 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 with disputed items.