



TO: SOUTHERN NEVADA DISTRICT BOARD OF HEALTH **DATE:** 11-17-2022

RE: *Approval of Interlocal Contract between Southern Nevada Health District and the City of Henderson*

PETITION #12-23

That the Southern Nevada District Board of Health *approve an Interlocal Contract between the Southern Nevada Health District (SNHD) and the City of Henderson (COH) to provide services to support the Southern Nevada Health District Community Partnership to Promote Health Equity, Year 5 grant awarded to the SNHD by the Centers for Disease Control and Prevention (CDC Award # NU58DP006578-05-00). The CDC refers to this grant award as Racial and Ethnic Approaches to Community Health (REACH).*

PETITIONERS:

Fermin Leguen, MD, MPH, District Health Officer *FL*

Michael Johnson, PhD., Director of Community Health *M.J.*

Maria Azzarelli, Manager of Chronic Disease Prevention & Health Promotion *M.A.*

DISCUSSION:

The Southern Nevada Health District (SNHD) received a five-year (September 30, 2018 -September 29, 2023) grant from the CDC. The fifth year of the award (September 30, 2022- September 29, 2023) includes funding for the City of Henderson (COH) Community Development & Services Department (CDS) and the Parks and Recreation Department (PRD). The CDS will work SNHD and other partners to increase access to healthy foods by supporting school gardens and implementing a pilot transportation project connecting two senior centers in priority census tracts to the downtown farmers market. The PRD will work with SNHD to increase access to physical activity opportunities by implementing a Literacy Walk and geocaching/trail hunt activities. Both CDS and PRD will complete and submit monthly reports, participate in meetings and events as requested, and track any in-kind contributions supporting the REACH project.

FUNDING:

The Year 5 REACH grant project funding allocated to the COH totals \$45,000. The associated scope of work will be completed between September 30, 2022- September 29, 2023.



**AMENDMENT A05 TO
INTERLOCAL PROFESSIONAL SERVICES AGREEMENT
BETWEEN
SOUTHERN NEVADA HEALTH DISTRICT
AND
CITY OF HENDERSON
C1900051**

THIS AMENDMENT A05 IS MADE WITH REFERENCE TO Interlocal Professional Services Agreement C1900051 (“Agreement”), Effective Date September 30, 2018, and as amended on November 6, 2019, January 13, 2020, September 30, 2020, and September 30, 2021, by and between the Southern Nevada Health District (“Health District”) and the City of Henderson (“Contractor”) (individually “Party”, and collectively “Parties”).

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

NOW THEREFORE, pursuant to Subsection 1.05 of the Agreement, the Parties mutually 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 its receipt of federal grant funds 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 (“FAIN”) NU58DP006578, CFDA Number 93.738, program entitled Southern Nevada Health District Community Partnership to Promote Health Equity, award dates September 16, 2018, July 6, 2019, June 26, 2020, June 24, 2021, and July 28, 2022 and as amended September 27, 2018, December 13, 2018, February 5, 2019, August 7, 2019, August 27, 2020, and April 28, 2022 with a total amount awarded to Health District of \$5,245,761 (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 September 29, 2023.
- 3) Section 2, Incorporated Documents, is hereby deleted in its entirety and replaced with the following:
 2. INCORPORATED DOCUMENTS. The Services to be performed and/or goods to be provided and the consideration therefore are specifically described in the below referenced documents which are listed below, attached hereto and expressly incorporated by reference herein:

ATTACHMENT A-A05: SCOPE OF WORK

ATTACHMENT B-A05: PAYMENT

ATTACHMENT C-A04: ADDITIONAL GRANT INFORMATION AND REQUIREMENTS

- 4) Section 3, Compensation, is increased by \$45,000; from \$105,000 to \$150,000. Section 3 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-A05. Contractor will be reimbursed for expenses incurred as provided in Attachment B-A05, Payment. The total not-to-exceed amount of this Agreement is \$150,000. This project is supported by the federal Grant described on the first page of this Agreement in the amount of \$150,000; this accounts for 100% of the total funding for the term of the Agreement.
- 5) Section 11, Statement of Eligibility, is hereby deleted in its entirety and replaced with the following:
 - 11) STATEMENT OF ELIGIBILITY. Contractor acknowledges to the best of its knowledge, information, and belief, and to the extent required by law, neither Contractor nor any of its employees/contractors is/are: i) currently excluded, debarred, suspended, or otherwise ineligible to participate in federal health care programs or in federal procurement or non-procurement programs; and ii) has/have not been convicted of a federal or state offense that falls within the ambit of 42 USC 1320a-7(a). If Contractor status changes at any time pursuant to this Section 11, Contractor agrees to immediately notify Health District in writing, and Health District may terminate this Agreement for cause as described in the above Section 1.
- 6) Section 13, Code of Conduct, is hereby added to the Agreement as follows:
 - 13) Code of Conduct. By executing the Agreement, the Parties acknowledge they have read and respectively agree to comply as applicable with Health District's Code of Conduct, which is available online at:

<https://media.southernnevadahealthdistrict.org/download/FQHC-2020/20200129/20200129-VII-1-Code-of-Conduct-Booklet-Leguen-Signature.pdf>
- 7) Attachment A-A04, Scope of Work, is hereby deleted in its entirety and replaced with Attachment A-A05, which is attached hereto and expressly incorporated by reference herein.
- 8) Attachment B-A04, Payment, is hereby deleted in its entirety and replaced with Attachment B-A05, which is attached hereto and expressly incorporated by reference herein.

This Amendment A05 is effective as of September 30, 2021.

Except as expressly provided in this Amendment A05, 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.

BY SIGNING BELOW, the Parties hereto have approved and executed this Amendment A05 to Agreement C1900051.

[SIGNATURE PAGE TO FOLLOW]

SOUTHERN NEVADA HEALTH DISTRICT

Health District UEID: ND67WQ2LD8B1

APPROVED AS TO FORM:

This document is approved as to form,
with signature to be affixed after
Board of Health Approval.

By: _____

Fermin Leguen, MD, MPH
District Health Officer

By: _____

Heather Anderson-Fintak, Esq.
General Counsel
Southern Nevada Health District

Date: _____

CITY OF HENDERSON

Contractor UEID: FBH8ETJX8N27

By: _____

Richard A. Derrick, City Manager/CEO

Date: _____

ATTEST:

Date of City Council Action: _____

By: _____

Jose Luis Valdez, CMC, City Clerk

Date: _____

APPROVED AS TO CONTENT:

By: _____

Lisa Corrado, Community Development
and Services Department Director

By: _____

Shari Ferguson, Parks and Recreation
Department Director

APPROVED AS TO FORM:

By: _____

Nicholas G. Vaskov, City Attorney

CAO Review

APPROVED AS TO AMOUNT:

By: _____

Jim McIntosh, Chief Financial Officer

ATTACHMENT A-A05
SCOPE OF WORK

Period of Performance: September 30, 2022 through September 29, 2023

Contractor's Community Development and Services Department ("CSDS") and Parks and Recreation Department ("PRD") will support nutrition objectives in the REACH Year 5 workplan.

A. CSDS will:

- A.1 Assist schools with gardens and/or hydroponic gardens located in the City of Henderson in obtaining their Producer Certificate.
- A.2 Provide supplies including but not limited to refrigeration, signage, and office supplies, to at least three (3) schools in City of Henderson with Producer Certificates ("Producer Schools") to support produce sales in the community.
- A.3 Coordinate with at least three (3) Producer Schools to facilitate participation in farmers markets to sell produce in the community.
- A.4 Provide ongoing support to up to twelve (12) schools, with gardens and/or hydroponic gardens located in the City of Henderson. including but not limited to providing necessary supplies such as seeds, lighting, and fertilizer.
- A.5 Provide focused transportation shuttle service at least one (1) time per month for six (6) months between at least two (2) downtown senior centers and the City of Henderson Downtown Farmers Market to expand access to healthy foods and utilization of the Senior Farmer Market Nutrition Program ("SFMNP").
- A.6 Promote the availability of the Transportation Pilot Program as described in the above Subsection A.5, and the ability to utilize SFMNP vouchers and SNAP benefits at the City of Henderson Downtown Farmers Market to low-income seniors.
- A.7 Monitor progress of the Transportation Pilot Program and collect and report available process outcomes including number of seniors who use the service and increases in SFMNP and SNAP utilization at the City of Henderson Downtown Farmers Market.
- A.8 Provide ongoing support (including marketing support) for the City of Henderson Downtown Farmers Market.
- A.9 Complete and submit monthly reports documenting progress towards activities.
- A.10 Participate in meetings and events, as requested.
- A.11 Complete and submit a Leveraged Funds worksheet to Health District by August 1, 2023 documenting in-kind contributions by Contractor to the Pilot Project.

B. PRD will:

- B.1 Review updated Parks Master Plan to identify locations appropriate for physical activity-related enhancements connected by activity-friendly routes in REACH priority census tracts ("Parks Master Plan Project"). Activity-related enhancements

will include one or more of the following:

- (a) Cultural Walks—Paths containing signage featuring cultural highlights about the area, land, or people.
- (b) Geocaching/Trail Hunt. Expand outdoor activities wherein participants use a GPS receiver or mobile device to hide and seek containers/'treasures' called geocaches.

- B.2 Work with literacy professionals to create content for Cultural Walks
- B.3 Develop designs and obtain necessary approvals for enhancements.
- B.4 Purchase supplies and materials necessary for enhancements.
- B.5 Install enhancement(s) described in Subsections B.1(a) through B.1(b).
- B.6 Coordinate and promote regular walks among community members.
- B.7 Complete and submit monthly reports documenting progress towards activities.
- B.8 Participate in meetings and events as requested.
- B.9 Complete and submit a leveraged funds worksheet to Health District by August 1, 2023 documenting in-kind contributions by Contractor to the Parks Master Plan Project.

C. Contractor will:

- C.1 Unless express and specific written permission to exclude funding source information is obtained from Health District in advance, Contractor will place a version of this attribution statement on project related materials, reports, presentations and publications produced within the scope of this Agreement:

“This publication [such as a journal, article, report] was supported by grant #NU58DP6578, funded by the Centers for Disease Control and Prevention and awarded to the Southern Nevada Health District. 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, the Department of Health and Human Services, or the Southern Nevada Health District.”

- C.2 Prepare and submit monthly programmatic reports using a template provided by Health District’s Office of Chronic Disease Prevention and Health Promotion (“OCDPHP”) staff. OCDPHP staff will review programmatic and financial reports to ensure the contractor is consistent with project deliverables
- C.3 Work with OCDPHP to ensure proper closeout of Period of Performance.

Period of Performance: September 30, 2021 through September 29, 2022

Contractor's Community Development and Services Department ("CDS") and Parks and Recreation Department ("PRD") will support nutrition objectives in the REACH Year 4 workplan.

D. CDS will:

- D.1 Identify and secure a convenience store partner ("Convenience Store") to participate in the Healthy Convenience Store Initiative pilot project ("Pilot Project").
- D.2 Secure contractors as needed to support Pilot Project.
- D.3 Work with Health District, Convenience Store, and CDC subject-matter experts to research and review evidence-based efforts to identify best practices and action steps.
- D.4 Work with Health District and Convenience Store to conduct an assessment of the store and inventory of the foods sold to identify opportunities to promote/increase access to healthier foods and promote the SNAP program and SNAP-eligible foods.
- D.5 Using findings from the assessment and inventory, create list of feasible opportunities for promoting/increasing access to healthier foods, promoting SNAP and SNAP-eligible foods within the store and secure necessary supplies, materials and equipment.
- D.6 Develop and implement an action plan including marketing strategies, and other opportunities identified in the assessment to increase access and promote healthier foods within the store.
- D.7 Adopt changes to the CDS Development Code establishing healthy food requirements for convenience stores.
- D.8 Complete and submit monthly reports documenting progress towards activities.
- D.9 Participate in meetings and events, as requested.
- D.10 Complete and submit a Leveraged Funds worksheet to Health District by August 1, 2022 documenting in-kind contributions by Contractor to the Pilot Project.

E. PRD will:

- E.1 Review updated Parks Master Plan to identify locations appropriate for physical activity-related enhancements connected by activity-friendly routes in REACH priority census tracts ("Parks Master Plan Project"). Activity-related enhancements will include one or more of the following:
 - (a) Story Book Walks. Paths containing large "pages" from a story book strategically placed so families can read together as they complete a walk.
 - (b) Cultural Walks. Paths containing signage featuring cultural highlights about the area, land, or people.
 - (c) Geocaching. An outdoor activity wherein participants use a GPS receiver or mobile device to hide and seek containers/"treasures" called geocaches.

- E.2 Develop designs and obtain necessary approvals for enhancements.
- E.3 Purchase supplies and materials necessary for enhancements.
- E.4 Install enhancement(s) described in Subsections B.1(a) through B.1(c).
- E.5 Coordinate and promote regular walks at the enhanced facilities.
- E.6 Complete and submit monthly reports documenting progress towards activities.
- E.7 Participate in meetings and events as requested.
- E.8 Complete and submit a leveraged funds worksheet to Health District by August 1, 2022 documenting in-kind contributions by Contractor to the Parks Master Plan Project.

Contractor will:

- E.9 Unless express and specific written permission to exclude funding, source information is obtained from Health District in advance, Contractor will place a version of this attribution statement on project related materials, reports, presentations and publications produced within the scope of this Agreement:

“This publication [such as a journal, article, report] was supported by grant #NU58DP6578, funded by the Centers for Disease Control and Prevention and awarded to the Southern Nevada Health District. 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, the Department of Health and Human Services, or the Southern Nevada Health District.”

- E.10 Prepare and submit monthly programmatic reports using a template provided by Health District’s Office of Chronic Disease Prevention and Health Promotion (“OCDPHP”) staff. OCDPHP staff will review programmatic and financial reports to ensure the contractor is consistent with project deliverables

Work with OCDPHP to ensure proper closeout of Period of Performance.

Period of Performance: September 30, 2020 through September 29, 2021

F. Contractor will support nutrition objectives in the REACH Year 3 workplan. Specifically, Contractor will:

- F.1 Work with Health District and other partners to research best practices and model development code standards to address food swamps and food deserts and increase access to healthy foods
- F.2 Conduct community outreach and engagement activities with community residents and convenience store owners/operators to seek input into proposed development code standards
- F.3 Use research, data, stakeholder and subject matter expert input to update City of Henderson Development Code to include language and standards specifically for

convenience stores that seeks to minimize food swamps and food deserts and increase access to healthy foods in convenience stores

- F.4 Finalize and adopt Development Code updates
- F.5 Communicate Development Code updates to stakeholders in City of Henderson including convenience store owners and community members
- F.6 Participate in meetings and other opportunities to share information as requested
- F.7 Comply with reporting requests including monthly reports and tracking any in-kind contributions supporting the REACH project as directed by OCDPHP staff
- F.8 Unless express and specific written permission to exclude funding, source information is obtained from Health District in advance, Contractor will place a version of this attribution statement on project related materials, reports, presentations and publications produced within the scope of this Agreement:

“This publication [such as a journal, article, report] was supported by grant #NU58DP6578, funded by the Centers for Disease Control and Prevention and awarded to the Southern Nevada Health District. 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, the Department of Health and Human Services, or the Southern Nevada Health District.”
- F.9 Prepare and submit monthly programmatic reports using a template provided by OCDPHP staff. OCDPHP staff will review programmatic and financial reports to ensure the contractor is consistent with project deliverables
- F.10 Work with OCDPHP to ensure proper closeout of Period of Performance

Period of Performance: September 30, 2019 through September 29, 2020

G. Contractor’s Parks and Recreation Department will:

- G.1 Use findings from Performance Period September 30, 2018 through September 28, 2019 (“Year 1”) walkability assessment, review and/or update Contractor codes, guidelines and/or plans to improve access to parks and recreational facilities
- G.2 Using findings from Year 1 and recommendations from the review of Contractor codes, guidelines and/or plans, identify and prioritize projects to improve walkability in priority geographic areas
- G.3 Provide technical assistance on the walkability assessment initiative as requested to identify barriers to parks and recreational facilities
- G.4 Participate in a presentation to the Regional Open Space and Trails Workgroup and/or other stakeholder groups to provide an update on efforts in the City of Henderson to increase accessibility to parks and recreational facilities
- G.5 Participate in coalition and other project meetings
- G.6 Complete and submit monthly progress reports

- H. Contractor's Community Development and Services Department will:
 - H.1 Work with contracted farmers market serving downtown Henderson to enhance sales of healthier food and make improvements to better serve low-income residents including accepting SNAP/EBT.
 - H.2 Develop agreement with Farmers Market manager to manage the downtown Henderson farmers market
 - H.3 Purchase necessary supplies and minor equipment valued at less than \$5,000 to enhance sales of healthier foods including supplies/equipment that will help supply power (i.e. electrical spiders), enhance the shopping experience, (i.e. shading mechanisms, misters) and support administrative functions necessary to accept SNAP (i.e. pop up tents, merchant terminals, tables, chairs, office supplies)
 - H.4 Work with Health District and the Southern Nevada Food Policy Council to support training and technical assistance as needed for the new farmers market manager to accept SNAP/EBT benefits at the market and ensure the market is accepting SNAP/EBT by the end of the project year
 - H.5 Support placement of signage and other market materials at the market and via City of Henderson communications mediums to promote that the market accepts SNAP benefits
 - H.6 Participate in coalition and other project meetings
 - H.7 Complete and submit monthly progress reports
- I. Contractor will:
 - I.1 Unless express and specific written permission to exclude funding, source information is obtained from Health District in advance, Contractor will place a version of this attribution statement on project related materials, reports, presentations and publications produced within the scope of this Agreement:

"This publication [such as a journal, article, report] was supported by grant #NU58DP6578, funded by the Centers for Disease Control and Prevention and awarded to the Southern Nevada Health District. 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, the Department of Health and Human Services, or the Southern Nevada Health District."
 - I.2 Comply with programmatic requests as directed by OCDPHP staff
 - I.3 Prepare and submit monthly programmatic reports using a template provided by OCDPHP staff. OCDPHP staff will review programmatic and financial reports to ensure the contractor is consistent with project deliverables
 - I.4 Work with OCDPHP to ensure proper closeout of Period of Performance

Period of Performance: September 30, 2018 through September 29, 2019

- J. Contractor's Parks and Recreation Department will:

- J.1 Engage a third-party consultant to conduct community outreach and stakeholder input necessary to complete a community walkability assessment within priority geographic areas
- J.2 Work with consultant, Health District, and other stakeholders to:
 - (a) Conduct an assessment of park accessibility, giving precedence to parks in priority geographic areas to:
 - identify modifiable barriers, including street connectivity, sidewalk, trail, and trail infrastructure
 - develop recommendations to improve neighborhood access to parks with a goal of ensuring 10-minute walkable access to a park, green space or recreational facility
 - identify and recommend changes to necessary codes, guidelines and/or planning documents, which may include municipal codes, the Parks & Recreation Master Plan, Strategic Plan, Open Space and Trails Plan and the Master Bicycle and Trails Plan to support 10-minute walkable access and increased access to parks
- J.3 Use the assessment findings to identify at least 3 projects to be prioritized to increase walkable access to parks in priority zip codes
- J.4 Complete and submit monthly progress reports and participate in grant, project, and/or coalition meetings as appropriate
- K. Contractor's Community Development and Services Department will:
 - K.1 Engage a third-party consultant to assist in completion of a market feasibility study in support of a mixed-use co-op grocery store in a priority geographic area
 - K.2 Work collaboratively with consultant, Health District, and other stakeholders including the Southern Nevada Food Council, to conduct research, gather community input, assess current conditions and complete the market feasibility study to further define need, obtain community interest and input, and identify desirable components of a food-based community space which may include other aspects of a mini-food hub including a demonstration kitchen, community garden, and indoor agriculture such as hydroponics or aquaponics
 - K.3 Share results with Health District to inform and support the next phase of the development effort
 - K.4 Complete and submit monthly progress reports and participate in grant, project and/or coalition meetings as appropriate

**ATTACHMENT B-A05
PAYMENT**

- A. Budget Period: September 30, 2022 through September 29, 2023
 - A.1 Total Not-to-Exceed Amount: \$45,000.
 - (a) With Health District approval, reimbursable categories for this Budget Period include program personnel salary, fringe (taxes and benefits), supplies, materials, marketing and communication, printing, transportation, and contracted activities as approved by Health District.
 - (b) Funding cannot be used for construction.
 - (c) Expenses incurred by Contractor after September 29, 2023 will not be eligible for reimbursement from funds associated with this Budget Period.
- B. Budget Period: September 30, 2021 through September 29, 2022
 - B.1 Total Not-to-Exceed Amount: \$45,000.
 - (a) With Health District approval, reimbursable categories for this Budget Period include program personnel salary, fringe (taxes and benefits), supplies, materials, marketing and communication, printing, and contracted activities as approved by Health District.
 - (b) Funding cannot be used for construction.
 - (c) Expenses incurred by Contractor after September 29, 2022 will not be eligible for reimbursement from funds associated with this Budget Period.
- C. Budget Period: September 30, 2020 through September 29, 2021
 - C.1 Total Not-to-Exceed Amount: \$10,000.
 - (a) With Health District approval, reimbursable categories for this Budget Period include program personnel salary, fringe (taxes and benefits), supplies and materials, and contractual.
 - (b) Funding cannot be used for construction.
 - (c) Expenses incurred by Contractor after September 29, 2021 will not be eligible for reimbursement from funds associated with this Budget Period.
- D. Budget Period: September 30, 2019 through September 29, 2020
 - D.1 Total Not-to-Exceed Amount: \$20,000.
 - (a) Ten thousand dollars (\$10,000) of the Total Not-to-Exceed Amount for this Budget Period may be applied to reimbursements supporting Contractor's Parks and Recreation Department project activities for the Period of Performance from September 30, 2019 through September 29, 2020.
 - (b) Ten thousand dollars (\$10,000) of the Total Not-to-Exceed Amount for this Budget Period may be applied to reimbursements supporting Contractor's

Community Development and Services Department project activities for the Period of Performance from September 30, 2019 through September 29, 2020.

- (c) With Health District approval, reimbursable items for this Budget Period include program personnel salary, Fringe (taxes and benefits), supplies and materials, printing, and minor equipment valued at less than \$5,000.
- (d) Expenses incurred by Contractor after September 29, 2020 will not be eligible for reimbursement from funds associated with this Budget Period.

E. Budget Period: September 30, 2018 through September 29, 2019

E.1 Total Not-to-Exceed Amount: \$30,000.

Salary Reimbursement	
To support Contractor’s Parks and Recreation Department staff working on the project which may include Park Planners, GIS analysts, or others working specifically on the walkability assessment project	\$11,592
Reimbursement for Third-Party Consultant Services	
<ul style="list-style-type: none"> • Community Engagement Contract (Walkability Assessment): \$8,408 • Market Feasibility Study Contract/Consultant: \$10,000 	\$18,408
TOTAL NOT-TO-EXCEED AMOUNT	\$30,000

- (a) Expenses incurred by Contractor after September 29, 2019 will not be eligible for reimbursement with funds associated with this Budget Period.

THE FOLLOWING IS APPLICABLE TO ALL BUDGET PERIODS

- F. 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.
- G. Contractor will not bill more frequently than monthly for the term of the Agreement. The invoice will itemize specific costs incurred for each item as identified in the project budget period as shown above.
- H. 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.
 - H.1 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.
 - H.2 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. Additionally, the Health District may terminate this Agreement for cause as described in Section 1 of the Agreement, and may withhold

payment to Contractor, and/or require that Contractor return some or all payments made with Grant funds to the Health District.

- H.3 Cost principles contained in Uniform Guidance 2 CFR Part 200, Subpart E, shall be used as criteria in the determination of allowable costs.
- H.4 Health District shall not be liable for interest charges on late payments.
- I. In the event items on an invoice are disputed, payment on those items will be held until the dispute is resolved.