

WASHOE COUNTY SUBGRANT AGREEMENT

THIS SUBGRANT AGREEMENT is made effective _____ 2020, by and between Washoe County, a political subdivision of the State of Nevada (COUNTY), and Washoe County School District, a political subdivision of the State of Nevada having a business address located at 425 9th Street, Reno NV 89512 (SUBGRANTEE).

WITNESSETH:

WHEREAS, the Coronavirus Aid, Relief, and Economic Security Act (“CARES Act”) established the Coronavirus Relief Fund (“Fund”) provides for payments to State, Local, and Tribal governments navigating the impact of the COVID-19 outbreak, and Washoe County received an allocation of \$20,254,818 from the fund through the State of Nevada Governor’s Finance Office; and

WHEREAS, the CARES Act and Fund allow for the provision of Employee Health Nurses to support the Employee COVID-19 testing program, which Grantor has chosen to provide; and

WHEREAS, the SUBGRANTEE’s legal status is as a political subdivision of the State of Nevada, the SUBGRANTEE’s current and active DUNS number is 100049469; and,

WHEREAS, Washoe County, as Grantor herein, desires to pass through to the SUBGRANTEE funds in the amount of **\$72,314** to assist the SUBGRANTEE in meeting the program measurable outcomes; and

WHEREAS, in consideration of receipt of this funding, the SUBGRANTEE agrees to abide by the terms and conditions of this Agreement.

NOW, THEREFORE, the Parties agree as follows:

1. PURPOSE

The intent of this Agreement is to pass through to the SUBGRANTEE, CRF-CARES funding from the State of Nevada Governor’s Finance Office, to provide funding for the Employee Health Nurses (EHN). The impact of the EHN will be help manage and track employee absence related to COVID-19, help educate staff, and minimize spread of illness by encouraging staff to stay home when ill and ultimately, keep schools open and safe for in-person learning.

2. SUBGRANTEE DUTIES

SUBGRANTEE agrees to provide two nurses for the WCSD’s Employee COVID-19 testing program. SUBGRANTEE also agrees to perform all duties as described in the Scope of Work attached hereto as Exhibit A.

3. TERM OF AGREEMENT

This Agreement is in effect from July 1, 2020 through December 30, 2020. All required purchases and expenses hereunder shall be completed by December 30, 2020. This Agreement shall become effective once approved by the authorized official of each party.

NOTICES

Communications and details concerning this Agreement shall be directed to the following representatives:

CRF-CARES

Governor's Office of Finance
209 E. Musser Street, Suite 200
Carson City, NV 89701
covid19@finance.nv.gov.

COUNTY

Washoe County
Gabrielle Enfield
1001 E. 9th Street
Reno NV, 89512
775-233-3957

SUBGRANTEE

Washoe County School District
Lauren Ohlin
425 9th Street
Reno, NV 89512
775-348-0254

4. COMPENSATION

During the term of this Agreement, and subject to all terms and conditions set forth herein, the COUNTY shall reimburse SUBGRANTEE for actual direct costs associated with the grant, in an amount not to exceed Seventy-two thousand, three hundred and fourteen 00/100 dollars (\$72,314).

See **Exhibit B – Project Budget** for the detailed budget of allowable expenses.

Form of financial backup. SUBGRANTEE shall be reimbursed after eligible expenses have been incurred and expended under this Agreement in conformance with the terms and conditions of said Agreement. SUBGRANTEE agrees, that all costs of goods and services pursuant to this Agreement, shall be recorded by line item and supported by checks, invoices, contracts, vouchers, orders and other accounting documents evidencing in proper detail the nature and propriety of the respective charges, and that all checks, invoices, contracts, vouchers, orders or other accounting documents which pertain, in whole or in part, to the purchases shall be thoroughly identified and readily accessible to COUNTY.

Budget or program revisions cannot be made without prior approval from COUNTY.

SUBGRANTEE agrees that excerpts or transcripts of all checks, invoices, contracts, vouchers, orders and other accounting documents related to or arguably related to the activity will be provided upon request to COUNTY.

5. REPORTING

Performance Reporting: Monthly the SUBGRANTEE will provide a performance report specifically identifying project outcomes for all activities detailed in Exhibit A – Scope of Work. The performance report is due on the 10 day of the month, following the end of the reporting month.

Accounting Reports: The governing board of the SUBGRANTEE is responsible to ensure that SUBGRANTEE complies with all accounting reporting requirements in federal law and the Nevada Revised Statutes.

Close Out Financial Reports: Close out financial reports and reimbursement requests must be submitted by the January 10, 2020. Documentation to include final financial summary of expenses, and checks, invoices, contracts, vouchers, orders and other accounting documents evidencing in proper detail the nature and propriety of the respective charges.

Annual Audit: SUBGRANTEE will submit a copy of their annual audit and management letter to County within 30 days of the audit completion. Audit must comply with all applicable standard accounting practices.

6. MONITORING AND ACCESS TO RECORDS

SUBGRANTEE shall allow duly authorized representatives of the County to conduct reviews, audit, and on-site monitoring of documents, files, etc. in order to determine:

- Whether the objectives of the project are being achieved;
- Whether the project is being conducted in an efficient and effective manner;
- Whether management control systems and internal procedures have been established to meet the objectives of the program;
- Whether financial operations of the project are being conducted properly;
- Provisions of Federal and State laws and regulations and this Agreement.

COUNTY will monitor SUBGRANTEE activities to ensure that the federal dollars are used for authorized purposes in compliance with the federal program laws, regulations, and grant Agreements, and ensuring that performance goals are achieved. Monitoring activities will occur throughout the grant term and may take various forms such as:

- Reporting: Reviewing financial and performance reports submitted by SUBGRANTEE.
- Site Visits: Performing visits to SUBGRANTEE offices or project site to review financial records, programmatic records, and observe operations.
- Regular Agreement: Regular agreements with SUBGRANTEE and appropriate inquiries concerning program activities.

Records must be easily retrievable for examination by authorized COUNTY and State of Nevada CRF-CARES administrators, auditors, and other authorized individuals. The awarding agency and the Comptroller General of the United States, or any of their authorized representatives have the right to access any books, documents, papers or other records of grantees and SUBGRANTEES, which are pertinent to a Federal grant, in order to make audit, examinations or excerpts, and transcripts.

7. GENERAL PROVISIONS

- A. **COMPLIANCE WITH LAWS:** SUBGRANTEE agrees at all times to comply with all applicable laws, ordinances and regulations of the governmental entities having jurisdiction over matters that are the subject of this Agreement.

The SUBGRANTEE agrees to follow all federal, state and local laws pertaining to the operation of said agency, including without limitation, all applicable sanitation, health, and safety standards. Further, SUBGRANTEE shall be bound by all county ordinances and state and federal statutes, conditions, regulations and assurances that are applicable to medical and patient records.

- B. **AMENDMENT- ASSIGNMENT:** This Agreement may be amended at any time there is a need, provided both parties agree to the amendment(s) in writing. Any amendment is subject to approval by both of the parties as a condition precedent to its entry into force. Neither party may assign this Agreement without the express written consent of the other party.

- C. **RECORDS ADMINISTRATION:** The SUBGRANTEE shall maintain, or supervise the maintenance of, all records necessary to properly account for the payments made to the SUBGRANTEE pursuant to this Agreement. These records shall be retained by the SUBGRANTEE for five years after the project has been monitored and closed by the COUNTY. The SUBGRANTEE agrees to allow State and Federal auditors, and State Agency Staff, and County staff access to all the records related to this Agreement, for audit and inspection, and monitoring of services. Such access will be during normal business hours, or by appointment.

- D. **CONFLICT OF INTEREST:** SUBGRANTEE confirms that no officer, employee or agent of the SUBGRANTEE will participate in the selection or in the award or administration of a contract supported by Federal funds if a conflict of interest, real or apparent, would be involved. Such a conflict would arise when the officer, employee or agent, any member of his or her immediate family, his or her partner, or an organization that employs or is about to employ any of the above, has a financial or other interest in the firm selected to award.

SUBGRANTEE's officers, employees or agents will neither solicit nor accept gratuities, favor or anything of monetary value from contractors, potential contractors, or parties to sub agreements during office tenure or for one year after the close out of the grant. This stipulation must be included in all other contracts and subcontracts to the grant.

- E. **INDEPENDENT CONTRACTOR:** The SUBGRANTEE shall be an independent contractor, and as such, shall have no authorization, express or implied, to bind the COUNTY to any agreements, settlements, liability, or understanding whatsoever, and agrees not to perform any acts as agent for the COUNTY, unless expressly set forth herein. Compensation stated herein shall be the total amount payable to the SUBGRANTEE by the COUNTY. The SUBGRANTEE shall be responsible for the payment of all taxes and social security amounts due as a result of payments received from the COUNTY for services under this Agreement.

Persons employed by the COUNTY and acting under the direction of the COUNTY shall not be deemed to be employees or agents of the SUBGRANTEE.

- F. **TERMINATION:** This Agreement may be terminated, with cause by either party, in advance of the specified termination date, upon written notice being given by the other party. The party in violation will be given ten (10) working days after notification to correct and cease the violations, after which the Agreement may be terminated for cause. This Agreement may be terminated without cause, in advance of the specified expiration date, by either party, upon 30 days prior written notice being given the other party. On termination of this Agreement, all accounts and payments will be processed according to the financial arrangements set forth herein for approved services rendered to date of termination.
- G. **INSURANCE AND INDEMNIFICATION:** COUNTY has established specific insurance and indemnification requirements for nonprofit organizations contracting with the County to provide services, use County facilities and property, or receive funding. Indemnification and hold harmless clauses and insurance requirements are intended to assure that a nonprofit organization accepts and is able to pay for a loss or liability related to its activities. See Exhibit C - Insurance, Hold Harmless and Indemnification Requirements.
- H. **EQUAL OPPORTUNITY CLAUSE:** The SUBGRANTEE agrees to abide by the provisions of Title VI and VII of the Civil Rights Act of 1984 (42USC 2000e) which prohibits discrimination against any employee or applicant for employment or any applicant or recipient of services, on the basis of race, religion, color, or national origin; and further agrees to abide by Executive Order No. 11246, as amended, which prohibits discrimination on the basis of sex; 45 CFR 90 which prohibits discrimination on the basis of age; and Section 504 of the Rehabilitation Act of 1973, or the Americans with Disabilities Act of 1990 which prohibits discrimination on the basis of disabilities, or the Nevada Revised Statute (NRS) 613.330 Equal Employment Opportunity.
- I. **SEVERABILITY CLAUSE:** If any provision of this Agreement is held to be illegal, invalid, or unenforceable by a court of competent jurisdiction, the parties shall, if possible, agree on a legal, valid, and enforceable substitute provision that is as similar in effect to the deleted provision as possible. The remaining portion of the Agreement not declared illegal, invalid, or unenforceable shall, in any event, remain valid and effective for the term remaining unless the provision found illegal, invalid, or unenforceable goes to the essence of this Agreement.
- J. **DEBARMENT:** The SUBGRANTEE certifies that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction (Agreement), by any governmental department or agency. If the SUBGRANTEE cannot certify this statement, attach a written explanation for review by the COUNTY. The SUBGRANTEE must notify the Washoe County Grants Administrator within 30 days if debarred by any governmental entity during the Agreement period.

- K. NON-APPROPRIATION OF FUNDS:** The SUBGRANTEE acknowledges that the COUNTY cannot contract for the payment of federal funds not provided by the State of Nevada. If funding to the COUNTY is not provided as initially expected, the COUNTY in its sole discretion may terminate this Agreement or proportionately reduce the services and the amount due from the COUNTY upon 30 days written notice without penalty, charge or sanction to County. In the case that funds are not available or are reduced, the COUNTY will not be liable for any future commitments, penalties, or liquidated damages claimed by SUBGRANTEE for any reason.
- L. WARRANTY:** The SUBGRANTEE warrants that all services shall be performed in conformity with the requirements of this Agreement by qualified personnel in accordance with generally recognized standards.
- M. PATENTS, COPYRIGHTS, AND OTHER INTELLECTUAL PROPERTY:** SUBGRANTEE represents and warrants to COUNTY that it has obtained all rights, grants, assignments, conveyances, licenses, permissions, and authorizations necessary for or incidental to any materials owned by third parties supplied or specified by it for deliverables under this Agreement, and that the use of any such third party intellectual property does not infringe upon, violate, or constitute a misappropriation of any copyright, trademark, trade secret, or any other proprietary right of any third party. The SUBGRANTEE will release, indemnify and hold the COUNTY, its officers, agents and employees harmless from liability of any kind or nature, including the SUBGRANTEE'S use of any copyrighted or un-copyrighted composition, secret process, patented or un-patented invention, article or appliance, and any other intellectual property furnished or used in the performance of this Agreement.
- N. INELIGIBLE EXPENSES:** SUBGRANTEE expenditures under this Agreement determined by audit to be ineligible for reimbursement because they were not authorized by the terms and conditions of the Agreement or that are inadequately documented, and for which payment has been made to the SUBGRANTEE will be immediately refunded to the COUNTY by the SUBGRANTEE. The SUBGRANTEE further agrees that the COUNTY shall have the right to withhold any or all subsequent payments under this Agreement to the SUBGRANTEE until the recoupment of overpayments is made.
- O. PUBLIC INFORMATION:** Except as identified in writing and expressly approved by the COUNTY, SUBGRANTEE agrees that this Agreement and related documents will be public documents and may be available for distribution. SUBGRANTEE gives the COUNTY express permission to make copies of the Agreement and related documents.
- P. PROCUREMENT STANDARDS AND ETHICS:** The SUBGRANTEE will adopt procurement standards and code of conduct in keeping with the Federal procurement standards and rules.

Q. DEFAULT, REMEDIES AND TIME TO CURE: Any of the following events will constitute cause for the COUNTY to declare SUBGRANTEE in default of the Agreement: (1) Nonperformance of contractual requirements; or, (2) A material breach of any term or condition of this Agreement. The COUNTY will issue a written notice of default providing a ten (10) day period in which SUBGRANTEE will have an opportunity to cure. Time allowed for cure will not diminish or eliminate SUBGRANTEE'S liability for damages. If the default remains, after SUBGRANTEE has been provided the opportunity to cure, the COUNTY may do one or more of the following: (1) Exercise any remedy provided by law; (2) Terminate this Agreement and any related contracts or portions thereof; (3) Impose liquidated damages, if liquidated damages are listed in the Agreement; (4) Suspend SUBGRANTEE from applying for and receiving future grants.

R. FORCE MAJEURE: Neither party to this Agreement will be held responsible for delay or default caused by fire, riot, acts of God and/or war which is beyond that party's reasonable control. The COUNTY in its sole discretion may terminate this Agreement after determining such delay or default will reasonably prevent successful performance of the Agreement.

S. LAW/ MISCELLANEOUS: This Agreement shall be governed, interpreted and construed in accordance with the laws of Nevada without resort to conflict of laws provisions. Venue for any action brought pursuant to this Agreement shall be in Washoe County, Nevada. If any provision of this Agreement is determined to be illegal, invalid, or unenforceable, the provision shall be deleted and the parties shall, if possible, agree on a legal, valid, and enforceable substitute provision that is as similar in effect to the deleted provision as possible. The remaining portion of the Agreement not determined to be illegal, invalid, or unenforceable shall, in any event, remain valid and effective for the term remaining unless the provision found illegal, invalid, or unenforceable goes to the essence of this Agreement.

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The section headings in this Agreement are intended solely for convenience; they are not part of this Agreement and shall not affect its construction.

WASHOE COUNTY

Eric Brown
Washoe County Manager

Date _____

ATTEST:

Date _____

Washoe County Clerk

WASHOE COUNTY SCHOOL DISTRICT

Name:
Title:

Date: _____

EXHIBIT A - SCOPE OF WORK

Washoe County School District – Employee Health Nurse

Summary of role and responsibilities: The Washoe County School District (WCSD) is seeking funding for an Employee Health Nurse (EHN) to serve WCSD's 8,000 employees. This position would be responsible for all aspects WCSD's Employee COVID-19 testing program funded by Sierra Nevada Corporation.

Under the direction of the Director of Student Health Services Department, the EHN coordinates, implements, and evaluates employee health services at all WCSD locations. The EHN is responsible for the promotion of health and safety to all WCSD employees which includes disease detection, prevention, and treatment; following up on employee illness and injuries; conducting employee health screenings and training; and promoting a safe work environment. Incumbent performs related work as required.

Specific duties include:

- Is the primary resource for the employees, directors and system on issues regarding employee health, regulatory rules/ regulations/standards and related issues.
- Conducts surveillance and follow-up of employee exposures to communicable diseases and ensures compliance with organization's policies.
- Must be able to accurately assess those employees who present for evaluation and initiate appropriate diagnostic and therapeutic measures according to protocol.
- Utilizes knowledge of employee health and regulatory rules/regulations/standards in day-to-day practice and decision making.
- Conducts Employee Health/Infection Control education in collaboration with Washoe County Health District.
- Provides initial screening and collaborates with appropriate departments for follow-up when employees are exposed to blood, body fluid and exposures.
- Upon request will provide evaluation, referral, and recommendation on employee illnesses.
- Assesses the health status of employees and refers employees to appropriate community and medical resources.
- Aids with infection control data collection and data entry into mandatory reporting platforms when needed.
- Plans, organizes and provides employee health services for employees and volunteers as warranted.
- Monitors and evaluates compliance with the employee health program requirements and notifies individuals in a timely manner when there is a deficiency.
- Provides education and fitting of employees with Personal Protective Equipment.
- Collaborates with Washoe County Health Department in conducting outbreak investigations.
- When available, takes the leadership role in managing, directing, and performing first aid and emergency care, including vital signs, in the event of a serious injury or illness.

- Practices nursing under the direction of the chief nurse in accordance with the Nevada Board of Nursing regulations and the Nevada Revised Statutes, Chapters 632 and 391.
- Adheres to all policies and procedures of the Student Health Services Department and the Washoe County School District.
- Implements program goals and policies as Directed by the Director of Student Health Services.
- Shall maintain the privacy of the patient and the confidentiality of all Staff.
- The incumbent must also be able to accurately assess those employees who present for evaluation and initiate appropriate diagnostic and therapeutic measures according to protocol.
- Shall generate monthly statistical reports as required by the Infection Control Committee and/or regulatory/accrediting agencies.
- Assists with employee COVID-19 related symptoms investigation.

The EHN will work with WCSD employees to answer questions regarding COVID-19 symptoms and protocol, recommend employees for testing, and advise when testing will allow them to return to work sooner. Often staff have self-isolated when it was not necessary or did not have correct information so the EHN will work with the staff to advise them if isolation is necessary or not. The EHN will work with the Washoe County Health Department when a staff or family member tests positive so that there is verification of leave. The EHN will also work with WCSD Human Resources to refer staff to discuss leave options if leave is indicated. Having an EHN will also allow principals to attend to the needs of their school's student and teachers.

Under WCSD COVID-19 testing program, the protocol for testing a WCSD staff member is if the employee exhibited at least three of the COVID-19 symptoms: fever greater than 100F, chills, cough, shortness of breath or difficulty breathing, fatigue, muscle or body aches, headache, new loss of taste or smell, sore throat, congestion or runny nose, nausea or vomiting, or diarrhea. Testing would be conducted by Renown, and employees would use the drive-through testing site located at 10315 Professional Circle, Reno, NV. Test turnaround for the District is currently 48 hours; however, Renown is currently averaging 30 hours for test turnaround. A Renown physician, assigned solely to COVID-19 testing, would contact the employee and discuss a course of action. The physician would also contact WCSD EHN.

Finally, the EHN will work with Renown and the Washoe County Health Department to track COVID-19 testing data to track trends to use for a predicting model. Based on data, ease of use of testing, and communication with physician, WCSD will make adjustments to the testing program for all employees who exhibit symptoms of COVID-19.

Impact/Outcomes:

The impact of the EHN will be help manage and track employee absence related to COVID-19, help educate staff, and minimize spread of illness by encouraging staff to stay home when ill and ultimately, keep schools open and safe for in-person learning.

EXHIBIT B – PROJECT BUDGET

Personnel Costs for Nurses -

Salary & Wages	\$47,358
Fringe	<u>\$24,956</u>
	\$72,314

**EXHIBIT C - INSURANCE, HOLD HARMLESS AND INDEMNIFICATION
REQUIREMENTS.**