

WASHOE COUNTY HEALTH DISTRICT
1001 E. Ninth Street, Building B
Reno, NV 89512
Ph: 775-328-6055
(herein referred to as the County)

And

Board of Regents, NSHE
University of Nevada Reno
Sponsored Projects
1664 N. Virginia St. / Mailstop 325
Reno, NV 89557-0325
(herein referred to as the University)

WHEREAS, it is deemed that the services hereinafter set forth are both necessary and in the best interests of the State of Nevada;

NOW, THEREFORE, in consideration of the aforesaid premises, the parties mutually agree as follows:

1. **DEFINITIONS.** University means Board of Regents of the Nevada System of Higher Education and the University of Reno Nevada Public Health Training Center, its officers, employees, and officers, and immune University's as defined in NRS 41.0307. The "County" means the Washoe County Health District, its officers, employees and immune University's as defined in NRS 41.0307.
2. **CONTRACT TERM.** This contract shall be effective from December 31, 2020 through June 30, 2021, with an option for two (2) six (6) month contract renewals, unless sooner terminated by either party as set forth in this Contract.
3. **TERMINATION.** This Contract may be terminated by either party prior to the date set forth in paragraph two (2), provided that the termination shall not be effective until forty-five (45) days after a party has served written notice upon the other party. This Contract may be terminated by mutual consent of both parties or unilaterally by either party without cause. The parties expressly agree that this Contract shall be terminated immediately if for any reason County, State and/or Federal funding ability to satisfy this Contract is withdrawn, limited, or impaired. This Contract may also be renegotiated in the event of a reduction in the anticipated County, State, or Federal funding revenue required to satisfy this Contract and, in the event, University encounters a reduction in personnel available to provide the services.
4. **RESPONSIBILITY.** University shall recruit and maintain a team of identified positions and provide administrative support and oversight for a team of employees involved in the County's COVID response activities to include, but not limited to, disease investigation, call center, and testing and vaccination site management services. Estimated number of full-time positions as follows;
 - 4 Disease Investigator Supervisors
 - 48 Disease Investigators

- 3 Call Center Supervisors
- 20 Call Center Staff
- 5 Epi Data Entry Staff.

Part time hourly positions estimated as follows;

- 15 Testing and Vaccine Site Management Staff.

Staffing numbers and positions listed above are subject to change dependent on needs of the operation. Successful fulfillment will include:

- a. Recruiting qualified applicants, hiring, onboard and training.
- b. Maintaining accurate time records, approval of hours and scheduling of leave, general management and oversight.
- c. Providing regularly scheduled performance evaluations.
- d. Submission of a monthly invoice by the 30th calendar day of the following month, providing at least weekly, staff-level reporting detail.

The Health District will be responsible for payment to University for the services of those individuals. The County retains the right to restrict individuals from our locations in the extraordinary event that it becomes necessary.

It is anticipated by County that team provided by University will collectively complete 840 investigations per week on an ongoing basis. Failure to consistently satisfy that minimum number of investigations will be considered a substantial breach of performance.

5. CONSIDERATION. University agrees to provide services set forth in paragraph four (4). The six (6) month rate of pay per position, are as followed:

- Call Center Staff (Classified): \$15,600
- Call Center Supervisors (Classified): \$18,500
- Disease Investigator (Classified): \$20,800
- Disease Investigator Supervisors (Professional): \$30,000
- Epi Support Data Entry (Classified): \$ 15,600
- Hourly Site Management Staff (Temp Hourly): \$9,750

The fringe rate for the positions are as followed:

- Professional (31.60%): \$367,975.68
- Classified (45.0%): \$209,727.79
- Temp Hourly (2.3%): \$3,363.75

Overtime will be paid at 1.5 times the hourly rate of pay of Classified employees wages, based upon the required staffing needs. University may charge up to 15% fees for indirect and 5% administration on the above rates of pay.

6. NOTICE. All notices or other communications required or permitted to be given under this Contract shall be in writing and shall be deemed to have been duly given if delivered personally in hand, by telephonic facsimile with simultaneous regular mail, or mailed certified mail, return receipt requested, postage prepaid on the date posted, and addressed to the other party at the address set forth above.
7. INCORPORATED DOCUMENTS. The parties agree that the services to be performed shall be specifically described; this Contract incorporates the following attachments:


ATTACHMENT A: Scope of Work

ATTACHMENT B: Fiscal Procedures

8. ASSENT. The parties agree that the terms and conditions listed on the incorporated attachments of this Contract are also specifically a part of this Contract and are limited only by their respective order of precedence and any limitations expressly provided.
9. BREACH; REMEDIES. Failure of either party to substantially perform any obligation of this Contract shall be deemed a breach. Except as otherwise provided for by law or this Contract, the rights and remedies of the parties shall not be exclusive and are in addition to any other rights and remedies provided by law or equity, including but not limited to actual damages, and to a prevailing party reasonable attorneys' fees and costs.
10. LIMITED LIABILITY. The Parties will not waive and intents to assert available defenses and liability limitations available under NRS Chapter 41 in all cases. Contract liability of both parties shall not be subject to punitive damages. Liquidated damages shall not apply unless otherwise specified in the incorporated attachments. In no event shall damages attributable to either Party's breach of this Agreement exceed the amount of funds appropriated for payment under this Contract.
11. FORCE MAJEURE. Neither party shall be deemed to be in violation of this Contract if it is prevented from performing any of its obligations hereunder due to strikes, failure of public transportation, civil or military authority, act of public enemy, accidents, fires, explosions, or acts of God, including, without limitation, earthquakes, floods, winds, or storms. In such an event the intervening cause must not be through the fault of the party asserting such an excuse, and the excused party is obligated to promptly perform in accordance with the terms of the Contract after the intervening cause ceases.
12. INDEMNIFICATION. To the fullest extent permitted by law University shall indemnify, hold harmless and defend, not excluding the County's right to participate, the County from and against all liability, claims, actions, damages, losses, and expenses, including, without limitation, reasonable attorneys' fees and costs, arising out of any alleged negligent or willful acts or omissions of University, its officers, employees and agents.
To the fullest extent permitted by law County shall indemnify, hold harmless and defend, not excluding the County's right to participate, the University from and against all liability, claims, actions, damages, losses, and expenses, including, without limitation, reasonable attorneys' fees and costs, arising out of any alleged negligent or willful acts or omissions of University, its officers, employees and agents.
13. INDEPENDENT CONTRACTOR: University is associated with the County only for the purposes and to the extent specified in this Contract, and in respect to performance of the contracted services pursuant to this Contract, University is and shall be an independent Contractor and, subject only to the terms of this Contract, shall have the sole right to supervise, manage, operate, control, and direct performance of the details incident to its duties under this Contract. Nothing contained in this Contract shall be deemed or construed to create a partnership or joint venture, to create relationships of an employer-employee or principal-agent, or to otherwise create any liability for the for the County whatsoever with respect in indebtedness, liabilities, and obligations of University or any other party. University shall be solely responsible for, and the County

shall have no obligation with respect to: (1) withholding of income taxes, FICA or any other taxes or fees; (2) industrial insurance coverage; (3) participation in any group insurance plans available to employees of the County; (4) participation or contributions by the County to the Public Employees Retirement System; (5) accumulation of vacation leave or sick leave; or (6) unemployment compensation coverage provided by the County. University shall be responsible for any and all losses, damages, claims, costs, penalties, liabilities, and expenses arising or incurred because of, incident to, or otherwise with respect to any such taxes or fees. Neither University nor its employees, agents, nor representatives shall be considered employees, agents, or representatives of the County and University shall evaluate the nature of services and the term of the Contract negotiated in order to determine "independent contractor" status, and shall monitor the work, relationship throughout the term of the Contract to ensure that the independent University relationship remains as such. To assist in determining the appropriate status (employee or independent contractor), University represents as follows:

QUESTION		UNIVERSITY'S INITIALS	
		YES	NO
1.	Does the County have the right to require control of when, where and how the independent Contractor is to work?		<input checked="" type="checkbox"/> ^{DS} tl
2.	Will the County be provided training to the independent Contractor?		<input checked="" type="checkbox"/> ^{DS} tl
3.	Will the County be furnishing the independent Contractor with worker's space, equipment, tools, supplies or travel expenses?		<input checked="" type="checkbox"/> ^{DS} tl
4.	Are any of the workers who assist the independent Contractor in performance of his/her duties employees of Washoe County?		<input checked="" type="checkbox"/> ^{DS} tl
5.	Does the arrangement with the independent Contractor contemplate continuing or recurring work (even if the services are seasonal, part-time, or short of duration)?		<input checked="" type="checkbox"/> ^{DS} tl
6.	Will the County incur an employment liability if the independent Contractor is terminated for failure to perform?		<input checked="" type="checkbox"/> ^{DS} tl

<p>7. Is the independent Contractor restricted from offering his/her services to the general public while engaged in this work relationship with the County?</p>		
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14. HIPAA. As covered entities, the parties acknowledge the applicability of the Health Insurance Portability and Accountability Act of 1996, P.L. 104-191 ("HIPAA") to any covered functions, which may be performed pursuant to this Agreement.
15. WAIVER OF BREACH. Failure to declare a breach or the actual waiver of any particular breach of the Contract or its material or nonmaterial terms by either party shall not operate as a waiver by such party of any of its rights or remedies as to any other breach.
16. SEVERABILITY. If any provision contained in this Contract is held to be unenforceable by a court of law or equity, this Contract shall be construed as if such provision did not exist and the nonenforceability of such provision shall not be held to render any other provision or provisions of this Contract unenforceable.
17. ASSIGNMENT. Neither party shall assign, transfer or delegate any rights, obligations or duties under this Contract without the prior written consent of the other party.
18. PUBLIC RECORDS: Pursuant to NRS 239.010, information or documents received from either party may be open to public inspection and copying. Both parties have legal obligation to disclose such information unless a particular record is made confidential by law or a common law balancing of interests. The other party may label specific parts of an individual document as a "trade secret" or "confidential" in accordance with NRS 333.333. The failure to label any document that is released by the other Party shall constitute a complete waiver of any and all damages caused by any release of the records.
19. CONFIDENTIALITY. Each party shall keep confidential all information, in whatever form, produced, prepared, observed or received by that party to the extent that such information is confidential by law or otherwise required by this Contract.
20. PROPER AUTHORITY. The parties hereto represent and warrant that the person executing this Contract on behalf of each party has full power and authority to enter into this Contract and that the parties are authorized by law to perform the service set forth in this agreement.
21. GOVERNING LAW; JURISDICTION. This Contract and the rights and obligations of the parties hereto shall be governed by, and construed according to, the laws of the State of Nevada. The parties consent to the jurisdiction of the Washoe County, Nevada district courts for enforcement of this Contract.
22. ENTIRE AGREEMENT AND MODIFICATION. This Contract and its integrated attachment(s) constitute the entire agreement of the parties and such are intended as a complete and exclusive statement of the promises, representations, negotiations, discussions, and other agreements that may have been made in connection with the subject matter hereof. Unless an integrated attachment to this Contract specifically displays a mutual intent to amend a particular part of this Contract, general conflicts in language between any such attachment and this Contract shall be construed consistent with the terms of this Contract. Unless

otherwise expressly authorized by the terms of this Contract, no modification or amendment to this Contract shall be binding upon the parties unless the same is in writing and signed by the respective parties hereto, approved by Washoe County's legal advisor.

IN WITNESS WHEREOF, the parties hereto have caused this Contract to be signed and intend to be legally bound thereby.

APPROVED BY THE WASHOE COUNTY HEALTH DISTRICT



Kevin Dick
District Health Officer

12/3/2020

Date

APPROVED BY WASHOE COUNTY



Chair County Manager
Washoe County Commission

12/8/2020

Date

APPROVED BY THE BOARD OF REGENTS OF THE NEVADA SYSTEM OF HIGHER EDUCATION ON BEHALF OF THE UNIVERSITY OF NEVADA, RENO

DocuSigned by:
Thomas Landis
201A591D8AC24DE...

25-Nov-2020 | 2:42 PM PST

Date

**Washoe County Health District
COVID-19 Contact Tracing, Disease Investigation, and Testing
Continuation Project
12/31/2020 – 06/30/2021**

RATIONALE

Case investigation and contact tracing, a core disease control measure employed by local and state health department personnel for decades, is a key strategy for preventing further spread of COVID-19. Immediate action is needed. Communities must scale up and train a large workforce and work collaboratively across public and private agencies to stop the transmission of COVID-19.

- Centers for Disease Control and Prevention (2020)

SCOPE OF WORK

This proposal is aimed to provide supplemental public health response and recovery efforts of COVID-19 in Washoe County led by a partnership with the Nevada Public Health Training Center (NVPHTC) at the University of Nevada, Reno. Funding for the continued staffing and administration of a contact tracing, disease investigation, and testing program which will provide support for COVID-19 prevention and control in coordination with Washoe County Health District.

DELIVERABLES

Objective 1: Maintain a team and provide administrative support and oversight for a team of employees involved in contact tracing, disease investigation, and testing services:

Full time: 4 Disease Investigation Supervisors, 48 Public Health Contact Tracers/Disease Investigators, 3 Call Center Supervisors, 20 Call Center Staff, 5 Epi Data Entry Staff

Part time: 15 Point of Screening and Testing Staff

Successful fulfillment of this objective may include:

1. Recruiting qualified applicants, including applicant screening and assessment
2. Onboarding staff by completing new hire paperwork and associated trainings
3. Working with Washoe County Health District on site specific training and onboarding
4. Providing ongoing scheduling, approval of hours and leave, general management, and oversight
5. Providing annual evaluations and benefits support, as appropriate

Objective 2: Ensure staff deliver COVID-19 services in alignment with Washoe County Health District standards.

1. Immediately identify and interview people with SARS CoV-2 infections and COVID-19 (i.e., disease) using motivational interviewing techniques
2. Support isolation and dissemination of information to those who are infected
3. Communicate to contacts of their exposure, assessing their symptoms and risk, and providing instructions for next steps
4. Link those with symptoms to testing and care
5. Maintain accurate record keeping and following data entry protocol
6. Maintain high standards of confidentiality and contact information security

Objective 3: Monitor and evaluate the efficiency and effectiveness of ongoing contact tracing services

1. Serve as a liaison to Washoe County Health District on staff performance and outcomes
2. Analyze staff outcomes and provide key training and professional development skills support, as appropriate
3. Collaborate to compile local, state and federal reports, as appropriate

**Washoe County Health District
COVID-19 Contact Tracing, Disease Investigation, and Testing
Continuation Project
Budget Justification
6 months (12/31/20 – 06/30/21)**

The University of Nevada, Reno is on an 8-month academic and 4-month summer calendar schedule

WCHD Personnel Salary

FY 20/21: \$1,776,791.76

Public Health Contact Tracing/Disease Investigation Supervisors (Professional) – 4 positions

Role: Oversight of CT's work, mentoring, contact tracing/disease investigation tasks, data quality assurance

FY 20/21: \$60,000 Salary Base; 100% effort for 6 months = \$30,000 x 4 = \$120,000

Public Health Contact Tracers (Professional) – 48 positions

Role: Contact tracing

FY 20/21: \$41,600 Salary Base; 100% effort for 6 months = \$20,800 x 48 = \$998,400

OT: \$20/hr x 1.5 OT x 8 hours x 4 holidays x 48 employees = \$46,080

TOTAL FY 20/21: \$1,044,480

Call Center Supervisors (Classified) – 3 positions

Role: Oversight of call center staff's work, mentoring, call center tasks, data quality assurance

FY 20/21: \$37,000 Salary Base; 100% effort for 6 months = \$18,500 x 3 x 7 px= \$55,500

OT: \$17.79/hr x 1.5 OT x 8 hours x 4 holidays x 3 employees = \$2,561.76

TOTAL FY 20/21: \$58,061.76

Call Center Staff (Classified) – 20 positions

Role: Washoe County phone risk assessments, scheduling, negative result reporting

FY 20/21: \$31,200 Salary Base; 100% effort for 6 months = \$15,600 x 20 = \$312,000

OT: \$15/hr x 1.5 OT x 8 hours x 4 holidays x 20 employees = \$14,400

TOTAL FY 20/21: \$326,400

Epi Data Entry Staff (Classified) – 5 positions

Role: Washoe County Data Entry and Reporting

FY 20/21: \$31,200 Salary Base; 100% effort for 6 months = \$15,600 x 5 = \$78,000

OT: \$15/hr x 1.5 OT x 8 hours x 4 holidays x 5 employees = \$3,600

TOTAL FY 20/21: \$81,600

Point of Screening and Testing (POST) Staff (Temp Hourly) – 15 positions

Role: Washoe County Triage Support

FY 20/21: \$15/hr x 25 hrs/wk x 26 weeks = \$9,750 x 15 positions = \$146,250

Fringe

FY 20/21: \$581,067.22

31.60% Professional: .3160 x \$1,164,480 = \$367,975.68

45.0% Classified: .450 x \$466,061.76 = \$209,727.79

2.3% Hourly Wage: .0230 x \$146,250 = \$3,363.75

Other Direct Costs

FY 20/21: Cell phones with coverage = \$100/month x 6 months x 7 phones = **\$4,200**

Total Direct Costs

FY 20/21: \$2,362,058.98

15% Indirect Costs

FY 20/21: \$354,308.85

Total for WCHD

FY 20/21: \$2,716,367.83

UNR NVPHTC Admin Support Costs

5% of WCHD total direct costs:

FY 20/21: \$2,716,367.83 x 5% = \$135,818.39

15% Indirect Costs

FY 20/21: \$20,372.76

Total for UNR NVPHTC

FY 20/21: \$156,191.15

Combined FY 20/21:

Direct Costs: \$2,497,877.37

Indirect Costs: \$374,681.61(15% F&A Rate)

Total 20/21 Funding Request: \$2,872,558.98

ATTACHMENT B
FISCAL PROCEDURES

1. REQUEST FOR FUNDS. The County agrees to submit the required and/or necessary documentation to the appropriate funding authorities, County, State or Federal to ensure sufficient revenue/expenditure authority to pay the University for all allowable costs in the provision of services outlined in this agreement.
2. INVOICES. In accordance with the County and University Service provision plans, the University will submit invoices to the County in a format specified by the County, on a monthly basis, no later than 30 calendar days after month end. Within 10 workdays of receipt of invoice, the County will approve or reject for cause all invoices received from the University. Any invoice received by the County from the University that is not complete or accurate will be returned to the University within 15 working days of initial receipt. The County will process and pay all University invoices within 30 working days following the approval of said invoice.
3. RECONCILIATIONS. The University shall maintain fiscal records necessary to determine costs associated with specific services provided through this contract. These records shall be made available to the County, at a single location as defined by the University, upon reasonable request.
4. SERVICES AND RATES. The University shall provide the specific services identified in Attachment A at the rates set forth in the agreement.