



STAFF REPORT

Report To: Board of Supervisors **Meeting Date:** December 17, 2020

Staff Contact: Carol Akers, Purchasing & Contracts Administrator and Nicki Aaker, Health & Human Services Director

Agenda Title: For Possible Action: Discussion and possible action regarding a proposed service agreement between the Board of Regents of the Nevada System of Higher Education on behalf of the University of Nevada, Reno ("UNR") and Carson City on behalf of the Carson City Department of Health and Human Services ("CCHHS") for COVID-19 response staff, to be effective December 31, 2020 through June 30, 2022 for an amount not to exceed \$1,375,846.75 to be funded from the Centers for Disease Control and Prevention ("CDC") Epidemiology and Laboratory Capacity for Infectious Diseases grant. (Carol Akers, CAkers@carson.org and Nicki Aaker, NAAker@carson.org)

Staff Summary: CCHHS is requesting the approval of a service agreement between CCHHS and UNR to continue to provide staffing for the following positions working on the COVID-19 response in Carson City: Biostatisticians, Public Health Surveillance Coordinator/Epidemiologists, Public Health Diversity Advisor, Disease Investigation Managers, and Contact Tracers. The positions will be funded through a grant from the CDC.

Agenda Action: Formal Action / Motion **Time Requested:** 10 minutes

Proposed Motion

I move to approve the agreement as presented.

Board's Strategic Goal

Efficient Government

Previous Action

None

Background/Issues & Analysis

Currently, UNR is providing the personnel through a contract with the State of Nevada funded with CARES Act money for all but two of the staff individuals working on the COVID-19 response. The other two individuals are CDC Foundation employees whose positions are funded through March 31, 2021. Starting April 1, 2021, these individuals will be converted to UNR employees under the proposed service agreement. These staff members are crucial to CCHHS COVID-19 response efforts. By having these positions employed through UNR, the employees will be able to retain their benefits.

The grant Carson City received has \$2,746,599 budgeted in the Personnel category. An amendment request was made to reduce Personnel by \$1,600,000 to \$1,146,599 and increase the Contractual category by \$1,600,000 to \$1,687,360 which will cover this agreement and any other staffing needs through a temporary staffing agency.

Applicable Statute, Code, Policy, Rule or Regulation

NRS 332.115 and NRS 332.195

Financial Information

Is there a fiscal impact? Yes

If yes, account name/number: Grant Fund Epidemiology & Lab Capacity (ELC) Enhancing Detention;
G680020039; 2756800-500125

Is it currently budgeted? Yes

Explanation of Fiscal Impact: Funding will be provided by the grant; budgeted revenues and expenses will be augmented as necessary in January/February 2021.

Alternatives

Do not approve the service agreement and provide alternative direction to staff.

Attachments:

[CCHHS COVID-19 Response Staff Project Spreadsheet.pdf](#)

[UNR Standard Service Agreement; Appendix A and B.pdf](#)

Board Action Taken:

Motion: _____	1) _____	Aye/Nay
	2) _____	_____

(Vote Recorded By)

CCHHS COVID-19 Contact Tracing, Disease Investigation, and Testing Continuation Project Budget			
12/31/2020 - 6/30/2022			
Position	FY 20/21	FY 21/22	
Biostatistician, CP	\$ 30,000.00	\$ 61,800.00	
Biostatistician, TB	\$ 25,000.00	\$ 51,500.00	
Epidemiologist, CB	\$ 30,000.00	\$ 61,800.00	
Epidemiologist, Vacant	\$ 27,500.00	\$ 56,650.00	
PH Diversity Advisor, AC	\$ 28,340.00	\$ 58,380.40	
Disease Investigation Manager, MA	\$ 27,500.00	\$ 56,650.00	
Disease Investigation Manager, TD*	\$ 13,750.00	\$ 56,650.00	
Contact Tracer, TW, BR, JS	\$ 67,350.00	\$ 133,797.00	
Contact Tracer, NR*	\$ 10,400.00	\$ 42,848.00	
Fringe 20/21	\$ 92,527.94		
Fringe 21/22		\$ 206,974.26	
Total Direct Costs	\$ 352,367.94	\$ 787,049.66	
15% Indirect Costs	\$ 52,855.19	\$ 118,057.45	
SUBTOTAL	\$ 405,223.13	\$ 905,107.11	
UNR NVPHTC Admin Support Costs -			
5% of CCHHS Total Direct Costs	\$ 17,618.40	\$ 39,352.48	
15% Indirect Costs (\$17,618.40, \$39,352.48 respectively)	\$ 2,642.76	\$ 5,902.87	
TOTAL Funding Request	\$ 425,484.29	\$ 950,362.46	
TOTAL Funding Request 12/31/20 - 6/30/22			\$ 1,375,846.75

* Currently paid by CDC Foundation, Funded until 3/31/21

SERVICE AGREEMENT
No. 2100464

BY AND BETWEEN

Carson City/Carson City Health and Human Services

AND

**The Board of Regents of the Nevada System of Higher Education obo
University of Nevada, Reno**

This Service Agreement (“Agreement”) is entered into and is effective as of December 31, 2020, by and between Carson City/Carson City Health and Human Services, a city governmental agency, having its principal place of business at 900 E. Long Street; Carson City, NV 89706, (“Sponsor”) and the Board of Regents of the Nevada System of Higher Education (NSHE), obo the University of Nevada, Reno, an institution of higher education of the State of Nevada, (“University”) having its principal place of business at 1664 North Virginia Street, Reno, NV 89557.

RECITALS

WHEREAS, Sponsor wishes to have certain Services performed in accordance with the scope of work outlined in this Agreement; and

WHEREAS, the performance of such Services is consistent, compatible and beneficial to the academic role and mission of University as an institution of higher education; and

WHEREAS, University is qualified to conduct the Services associated with such project.

AGREEMENT

NOW, THEREFORE, for and in consideration of the mutual covenants, conditions and undertakings herein set forth, the parties agree as follows:

1. Scope of Work. University agrees to perform for Sponsor the services described in the Scope of Work set forth in Appendix A (the “Services”), which is attached hereto and incorporated herein by this reference.

2. Period of Performance. The Project period under this Agreement is intended to commence on December 31, 2020 and continue until June 30, 2022. This Agreement may be extended for additional periods of performance beyond the Initial Term, upon written approval by Sponsor and University.

3. Compensation and Payment.

3.1 Compensation. Sponsor shall pay to University a total of One Million Three Hundred and

Seventy Five Thousand, Eight Hundred and Forty Six Dollars and 75/100 (\$1,375,846.75) (“Compensation”) for performance of the Services under this Agreement. A budget itemizing the costs for providing the Services is set forth in Appendix B, which is attached hereto and incorporated herein by this reference.

3.2 Payment. Monthly cost reimbursable payments shall be made by Sponsor to University based upon monthly invoices submitted by University. Invoices submitted to Sponsor shall be paid by Sponsor within thirty (30) days of receipt. The monthly invoices for services performed shall identify the direct and facility and administrative costs. Final payment shall be made upon completion of the Services.

4. Technical Supervision

4.1 Supervision by Sponsor. The person with primary responsibility for supervision of the performance of the Services on behalf of Sponsor shall be Dustin Boothe, or such other person as may be designated by Sponsor, who shall have primary responsibility for technical supervision of the Project.

4.2 Supervision by University. The person with primary responsibility for supervision of the performance of the Services on behalf of University shall be Gerold Dermid No other person shall replace or substitute for him/her in the supervisory responsibilities hereunder without the prior written approval of University, which may be granted or withheld at University’s sole discretion.

5. Reporting Requirements. University shall provide written reports to Sponsor on the progress of the performance of Services as outlined or required in the Scope of Work. A final written report shall be furnished to Sponsor upon completion of the Services within 60 days of the last day of the project period and after the final payment has been received.

6. Equipment. All equipment, instruments and materials purchased or used by University in connection with performance of the Services shall at all times remain under the sole control and ownership of University.

7. Publication and Confidentiality

7.1 Publication. In furtherance of University’s role as a public institution of higher education, it is necessary that significant results of research activities be reasonably available for publication and/or presentation by the University, and Sponsor acknowledges that University may publish and/or present the results of research conducted in connection with this Agreement.

7.2 Confidentiality. Sponsor acknowledges that University is a governmental entity and thus subject to the Nevada Open Records Act, NRS Code 239.005 to 239.011. Pursuant to the Act, this Agreement, and confidential information provided pursuant hereto, may be subject to public disclosure. Any person who provides University with records that such person believes

should be protected from disclosure for business reasons must indicate the confidentiality of such records upon disclosure.

8. Compliance With Laws. In performance of the Services, Sponsor and University shall comply with all applicable federal, state and local laws, codes, regulations, rules and orders.

9. Patents and Inventions. Sponsor shall own all right, title and interest in all inventions and improvements conceived or reduced to practice by Sponsor and/or Sponsor's employees and may, at its election, file all patent applications relating thereto. The University does not claim any interest in Sponsor's prior conceived intellectual property. Sponsor shall allow University access to Sponsor's intellectual property only as far as is necessary to allow University to successfully conduct the scope of work indentified in Appendix A.

The University shall own all right, title and interest in all inventions and improvements conceived or reduced to practice by University or University personnel in the performance of the Services (hereinafter collectively "Invention") and may, at its election, file all patent applications relating thereto. In consideration of Sponsor's support of University in performance of the Services, University grants to Sponsor an option for an exclusive license covering such inventions and improvements conceived or reduced to practice by University or University personnel in the performance of the Services, said option shall expire six (6) months after University has provided written notice to Sponsor of any such invention, improvement, application or patent ("Option Period"). Upon execution of the option in writing, the parties will meet within thirty (30) days to begin negotiating the terms of the license. The parties agree to negotiate in good faith and the terms of the license will be reasonable in relation to licenses in the field and industry. In the event a license is not executed within three (3) months from the exercise of the option, or the option is not exercised within the Option Period, the University shall be free to license the Invention to others in the University's sole discretion.

Any Invention developed jointly by the parties will be owned jointly. Exclusive rights to jointly owned Inventions shall be negotiated in good faith. Inventorship shall be determined under U.S. patent law.

10. Relationship of Parties. In assuming and performing the obligations of this Agreement, University and Sponsor are each acting as independent parties and neither shall be considered or represent itself as a joint venturer, partner, agent or employee of the other. Neither party shall use the name or any trademark of the other party in any advertising, sales promotion or other publicity matter without the prior written approval of the other party.

11. Termination. This Agreement may be terminated by either party at any time, by giving written notice thereof to the other party. Such termination shall be effective thirty (30) days after receipt of such notice. Termination shall not relieve either party of any obligation or liability accrued hereunder prior to such termination, or rescind or give rise to any right to rescind any payments made prior to the time of such termination.

12. Uncontrollable Forces. Neither Sponsor nor University shall be considered to be in default of

this Agreement if delays in or failure of performance shall be due to uncontrollable forces the effect of which, by the exercise of reasonable diligence, the nonperforming party could not avoid. The term “uncontrollable forces” shall mean any event which results in the prevention or delay of performance by a party of its obligations under this Agreement and which is beyond the control of the nonperforming party. It includes, but is not limited to, fire, flood, earthquakes, storms, lightning, epidemic, war, riot, civil disturbance, sabotage, inability to procure permits, licenses, or authorizations from any state, local, or federal agency or person for any of the supplies, materials, accesses, or services required to be provided by either Sponsor or University under this Agreement, strikes, work slowdowns or other labor disturbances, and judicial restraint.

13. Miscellaneous.

13.1 Assignment. Neither party shall assign or transfer any interest in this Agreement, nor assign any claims for money due or to become due under this Agreement, without the prior written consent of the other party.

13.2 Entire Agreement. This Agreement, with its attachments, constitutes the entire agreement between the parties regarding the subject matter hereof and supersedes any other written or oral understanding of the parties. This Agreement may not be modified except by written instrument executed by both parties.

13.3 Successors and Assigns. This Agreement shall be binding upon and inure to the benefit of the parties, their successors and permitted assigns.

13.4 Notices. Except as provided in Section 3 hereof regarding payment of invoices, any notice or other communication required or permitted to be given to either party hereto shall be in writing and shall be deemed to have been properly given and effective: (a) on the date of delivery if delivered in person during recipient’s normal business hours; or (b) on the date of delivery if delivered by courier, express mail service or first-class mail, registered or certified, return receipt requested. Such notice shall be sent or delivered to the respective addresses given below, or to such other address as either party shall designate by written notice given to the other party as follows:

To University

Attn: Director

Office of Sponsored Projects

University of Nevada, Reno

204 Ross Hall MS 325

Reno, NV 89557

To Sponsor:

Attn: Carol Akers

Carson City

201 N. Carson Street, Suite 2

Carson City, NV 89701

13.5 Order of Precedence. In the event of any conflict, inconsistency or discrepancy amount, the Agreement and any other documents listed below shall be resolved by giving precedence in the following order.

(a) This Agreement including the Exhibits hereto

(b) Purchase Order issued by Sponsor. In the event a purchase order is issued under this Agreement and such purchase order contains standardized terms and conditions, the terms and conditions of this Agreement shall supercede and replace all such purchase order standardized terms and conditions.

13.6 Governing Law and Disputes. This Agreement shall be interpreted and construed in accordance with the laws of the State of Nevada, without application of any principles of choice of laws. Disputes that cannot be resolved by Sponsor and University shall be determined by a court of competent jurisdiction in the State of Nevada.

13.7 Nonwaiver. A waiver by either party of any breach of this Agreement shall not be binding upon the waiving party unless such waiver is in writing. In the event of a written waiver, such a waiver shall not affect the waiving party's rights with respect to any other or further breach.

13.8 Use of Name. Sponsor may not use the name of University in any news release or advertising or any publications directed to the general public without written approval of University.

13.9 Counterparts and Facsimile Signatures. This Agreement may be executed in one or more counterparts each of which shall be deemed an original but all of which together shall constitute one and the same instrument. Signed signature pages may be transmitted by facsimile, and any such signature shall have the same legal effect as an original.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their duly authorized representatives effective as of the day and year first written above.

**CARSON CITY/CARSON CITY
HEALTH AND HUMAN SERVICES**
“Sponsor”

**BOARD OF REGENTS, NSHE OBO
UNIVERSITY OF NEVADA, RENO**
“University”

By: _____
Signature

By: _____
Signature

Name: _____
(Please print)

Name: Thomas Landis

Title: _____

Title: Grants and Contracts Manager,
Office of Sponsored Projects

Date: _____

Date: _____

APPENDIX A

SCOPE OF WORK

**Carson City Health and Human Services
COVID-19 Contact Tracing, Disease Investigation, and Testing Continuation
Project
12/31/2020 – 06/30/2022**

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 for Carson City Health and Human Services 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, data management, and testing program which will provide support for COVID-19 prevention and control in coordination with Carson City Health and Human Services.

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: 2 Biostatisticians, 2 Public Health Surveillance Coordinators/Epidemiologists, 1 Public Health Diversity Advisor/Testing Coordinator, 2 Disease Investigation Managers, 4 Public Health Contact Tracers,

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 Carson City Health and Human Services 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 Carson City Health and Human Services 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 Carson City Health and Human Services 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

APPENDIX B

Carson City Health and Human Services COVID-19 Contact Tracing, Disease Investigation, and Testing Continuation Project Budget Justification

18 months (12/31/20 – 06/30/22)

FY 20/21: 12/31/20 – 06/30/21

FY 21/22: 07/01/21 – 06/30/22

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

Catherine Payton, MPH, Biostatistician (Professional)

Role: Statistical Analysis and Reporting

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

FY 21/22: \$61,800 Salary Base; 100% effort for 12 months = \$61,800

Tara Barnett, MPH, Biostatistician (Professional)

Role: Statistical Analysis and Reporting

FY 20/21: \$50,000 Salary Base; 100% effort for 6 months = \$25,000

FY 21/22: \$51,500 Salary Base; 100% effort for 12 months = \$51,500

Colleen Barrett, MPH, Public Health Surveillance Coordinator/Epidemiologist (Professional)

Role: Data Collection and Surveillance Management

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

FY 21/22: \$61,800 Salary Base; 100% effort for 12 months = \$61,800

Vacant, Public Health Surveillance Coordinator/Epidemiologist (Professional)

Role: Data Collection and Surveillance Management

FY 20/21: \$55,000 Salary Base; 100% effort for 6 months = \$27,500

FY 21/22: \$56,650 Salary Base; 100% effort for 12 months = \$56,650

Allison Claudianos, MPH, Public Health Diversity Advisor (Professional)

Role: Training, Educational Outreach, Communications

FY 20/21: \$56,680 Salary Base; 100% effort for 6 months = \$28,340

FY 21/22: \$58,380.40 Salary Base; 100% effort for 12 months = \$58,380.40

Mackenzie Abramson, MPH, Disease Investigation Manager (Professional)

Role: Contact Tracing and Disease Investigation Coordination and Management

FY 20/21: \$55,000 Salary Base; 100% effort for 6 months = \$27,500

FY 21/22: \$56,650 Salary Base; 100% effort for 12 months = \$56,650

Torey Dunlap, MPH, Disease Investigation Manager (Professional)

Role: Contact Tracing and Disease Investigation Coordination and Management

FY 20/21: \$55,000 Salary Base; 100% effort for 3 months (04/01/21 – 06/30/21) = \$13,750

FY 21/22: \$56,650 Salary Base; 100% effort for 12 months = \$56,650

Public Health Contact Tracer (Classified) – 3 positions

Role: Contact Tracing

Staff: Tracy Wessel, Brittany Rosiles, Jacqueline Scarbrough

FY 20/21: \$41,600 Salary Base; 100% effort for 6 months = $\$20,800 \times 3 = \$62,400$

OT: $\$20/\text{hr} \times 1.5 \text{ OT} \times 165 \text{ hours} = \$4,950$

TOTAL FY 20/21: \$67,350

FY 21/22: \$42,848 Salary Base: 100% effort for 12 months = $\$42,848 \times 3 = \$128,544$

OT: $\$20.60/\text{hr} \times 1.5 \text{ OT} \times 170 \text{ hours} = \$5,253$

TOTAL FY 20/21: \$133,797

Public Health Contact Tracer (Classified)

Role: Contact Tracing

Staff: Nahayvee Rosiles

FY 20/21: \$41,600 Salary Base; 100% effort for 3 months (04/01/21 – 06/30/21) = \$10,400

FY 21/22: \$42,848 Salary Base: 100% effort for 12 months = \$42,848

Fringe

FY 20/21: \$92,527.94

31.60% Professional: $.3160 \times \$182,090 = \$57,540.44$

45.0% Classified: $.450 \times \$77,750 = \$34,987.50$

FY21/22: \$206,974.26

31.60% Professional: $.3160 \times \$403,430.40 = \$127,484.01$

45.0% Classified: $.450 \times \$176,645 = \$79,490.25$

Total Direct Costs

FY 20/21: \$352,367.94

FY 21/22: \$787,049.66

15% Indirect Costs

FY 20/21: \$52,855.19

FY 21/22: \$118,057.45

Total for CCHHS

FY 20/21: \$405,223.13

FY 21/22: \$905,107.11

UNR NVPHTC Admin Support Costs

5% of CCHHS total direct costs:

FY 20/21: $\$352,367.94 \times 5\% = \$17,618.40$

FY 21/22: $\$787,049.66 \times 5\% = \$39,352.48$

15% Indirect Costs

FY 20/21: \$2,642.76

FY 21/22: \$5,902.87

Total for UNR NVPHTC

FY 20/21: \$20,261.16

FY 21/22: \$45,255.35

Combined FY 20/21:

Direct Costs: \$369,986.34

Indirect Costs: \$55,497.95 (15% F&A Rate)

Total 20/21 Funding Request: \$425,484.29

Combined FY 21/22:

Direct Costs: \$826,402.14

Indirect Costs: \$123,960.32 (15% F&A Rate)

Total 20/21 Funding Request: \$950,362.46

TOTAL FUNDING REQUEST: \$1,375,846.75