

SUBAWARD AGREEMENT

No. 2200066

BY AND BETWEEN CHURCHILL COUNTY SOCIAL SERVICES

AND

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

This Subaward Agreement (“Agreement”) is entered into and is effective as of 9/15/2021, 2021, by and between Churchill County Social Services, a division of Churchill County Nevada government (type of entity), having its principal place of business at 485 West B Street, Suite 105, Fallon, Nevada 89406-2765, (“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 (Sponsor and University each to be referred to as “Party” or together as “Parties”).

RECITALS

WHEREAS, the Nevada Department of Health and Human Services Division of Public and Behavioral Health was awarded a contract by the US government;

WHEREAS, Sponsor has been awarded a subcontract by the State of Nevada Division of Public and Behavioral Health;

WHEREAS, Sponsor wishes to have technical assistance and development performed in accordance with the scope of work outlined in this Agreement;

WHEREAS, the performance of such project 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 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 certain technical assistance and development (“Technical Assistance and Development”) described in the Scope of Work set forth

in Appendix A, which is attached hereto and incorporated herein by this reference. Principal Investigator may select other University employees to participate in the Technical Assistance and Development (including but not limited to, University technicians, undergraduate and graduate students, post-doctoral fellows, or faculty members).

2. Period of Performance. The project period under this Agreement is intended to commence on 12/30/2020 and continue until 07/31/2023. This Agreement may be extended for additional periods of performance beyond the Initial Term, upon written approval by Sponsor and University.

3. Sponsor has been awarded a subcontract by the State of Nevada Department of Health and Human Services Division of Public and Behavioral Health. University agrees to comply with said subcontract's additional terms and conditions as found in Appendix C herein.

4. Compensation and Payment.

4.1. Compensation. Sponsor shall pay to University a total of One Hundred Thousand Dollars (\$100,000.00) ("Compensation") for performance of the Technical Assistance and Development under this Agreement.

A budget itemizing the costs for providing the Technical Assistance and Development is set forth in Appendix B, which is attached hereto and incorporated herein by this reference.

4.2. 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 Technical Assistance and Development.

4.3. Invoicing.

Invoices shall be delivered to:

Churchill County Social Services
485 West B street, Suite 105
Fallon, Nevada 89406

Compensation checks shall reference the appropriate UNR account number and be payable to "Board of Regents, NSHE obo the University of Nevada, Reno" and shall be delivered to:

University of Nevada, Reno
Controller's Office
Mail Stop 124
Reno, NV 89557-0025

5. Technical Supervision

5.1. Supervision by Sponsor. The person with primary responsibility for supervision of the performance of the Technical Assistance and Development on behalf of Sponsor shall be Shannon Ernst, or such other person as may be designated by Sponsor, who shall have primary responsibility for technical supervision of the Project.

5.2. Supervision by University. The person with primary responsibility for supervision of the performance of the Technical Assistance and Development on behalf of University shall be Dr. John Packham. 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.

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

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

8. Confidentiality.

8.1. Confidential Information. All reports, data, other information of a proprietary, technical or business nature provided by one Party to the other Party in connection with the Technical Assistance and Development, whether in oral, written, graphic or electronic form and which is clearly marked or otherwise communicated to the recipient Party as Confidential Information. Confidential Information shall not include information which:

- a) is presently or becomes generally known or available to the public through no act or failure to act by the recipient party;
- b) is known by the recipient party at the time the information is received or, in the case of Intellectual Property, at the time of recipient Party's generation of such Intellectual Property;
- c) is hereafter furnished to the recipient Party by a third party, as matter of right and without restriction on disclosure;
- d) has been developed independently by recipient Party, as evidenced by contemporaneous written documentation.
- e) is required by law or court order to be disclosed. In the event of a request for such a disclosure, recipient Party will, to the extent permitted by law, provide the disclosing

Party with prompt written notice thereof so that disclosing Party may seek a protective order or other appropriate remedy.

8.2. Confidentiality Obligation. During the term of this Agreement and for a period of three (3) years thereafter, each Party will maintain all Confidential Information of the other Party as confidential and will not disclose any such Confidential Information or use any such Confidential Information for any purpose except as expressly authorized in the Agreement or to perform necessary tasks for the subject matter of this Agreement. A recipient Party will promptly notify a disclosing Party upon discovery of any unauthorized use or disclosure of the disclosing Party's Confidential Information.

8.3. Open Records Act. Notwithstanding the foregoing, 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, any 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.

9. Data Ownership. University shall retain ownership of all data and information generated as a result of conducting the Technical Assistance and Development. University grants Sponsor a royalty free non-exclusive license, with right to sublicense, to use the data for internal and commercial purposes.

10. Publication. Sponsor recognizes that the results of University's involvement in the Technical Assistance and Development must be publishable or otherwise available for public dissemination, and agrees that University has the right to present at international, national or regional professional meetings or symposia, and to publish in journals, theses, or dissertations, or otherwise of their own choosing, methods, information and data resulting from or gained in pursuing the Technical Assistance and Development in connection with this Agreement.

11. Intellectual Property.

11.1. University Intellectual Property. Intellectual property independently conceived or reduced to practice or writing by University prior to entering into this Agreement with no facilities, contribution, involvement or support by Sponsor, as to its conception or reduction to practice, shall remain the sole and exclusive property of University, and Sponsor shall have no title or claim to such intellectual property.

11.2. Sponsor Intellectual Property. Intellectual property independently conceived or reduced to practice or writing by Sponsor prior to entering into this Agreement with no facilities, contribution, involvement or support by University, as to its conception or reduction to practice, shall remain the sole and exclusive property of Sponsor, and the University shall have no title or claim to such intellectual property. Sponsor shall allow University access to Sponsor Intellectual Property only as far as is necessary to allow University to successfully conduct the

Scope of Work of this Agreement.

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

13. 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.

14. Termination and Survival.

14.1. 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.

14.2. Survival. Termination of this Agreement by either party, for any reason, shall not affect the rights and obligations of the parties accrued prior to the effective date of termination of this Agreement. No termination of this Agreement, however effectuated, shall affect the parties' rights and obligations under Paragraphs 7, 8, 9, 10 [and 11] of this Agreement.

15. 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.

16. Miscellaneous.

16.1. 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.

16.2. 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.

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

16.4. 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: Tom Landis

Office of Sponsored Projects

University of Nevada, Reno

204 Ross Hall MS 325

Reno, NV 89557

To Sponsor:

ATTN: Shannon Ernst

Churchill County Social Services

485 West B Street, Suite 105

Fallon, NV 89406-2765

16.5. 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.

16.6. 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 County of Curchill, State of Nevada.

16.7. 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.

16.8. 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.

16.9. Attorney Fees. The prevailing Party in any action or suit to enforce the terms or conditions of this Agreement shall be entitled to recover its costs of court and reasonable attorneys' fees incurred in enforcing the terms or conditions of this Agreement.

16.10. 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.

16.11. Severability. If any provision of this Agreement is held void or unenforceable, the remaining provisions shall nevertheless be effective, the intent being to effectuate this Agreement to the fullest extent possible.

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.

[INSERT NAME OF SPONSOR]

**BOARD OF REGENTS, NSHE OBO
UNIVERSITY OF NEVADA, RENO**

"Sponsor"

"University"

By: 
Signature

By: Thomas A. Landis
Signature

Name: H. Peter Olsen
(Please print)

Name: Thomas Landis

Title: Chairman

Title: Associate Director,
Office of Sponsored Projects

Date: 9-15-21

Date: 10/11/2021

Scope of Work Churchill County

The University of Nevada, Reno School of Medicine's Office of Statewide Initiatives, under the direction of the Associate Dean for Statewide Initiatives and the Assistant Dean for Rural Health, will direct, manage, supervise and coordinate programs and activities related to CDC grant to provide technical expertise to Churchill County, Board of County Commissioner(s) and Board of Health in the Development, Administration and Creation of a Health District and/or Department and other activities related to rural public health infrastructure.

Technical Assistance and Development will include but is not limited to the following:

- Develops, articulates, and implements the strategic direction for rural Nevada Health Departments and Districts; assists local boards of health in the engagement and marketing of the department to potential funding sources and the impact of departments on regional, state, and federal discussions which determine future funding possibilities.
- Assist in the development of strategies to communicate essential and important public health information to the Rural Boards of Health, Health Officers and County Commissioners and general public as well as to health professionals region-wide, and provides technical assistance to multi-sector partnerships and counties and to improve health status and protect against threats to public health in the region.
- Assists in the development of procedures for counties to assess and monitor the health of the County or Multi-county population(s).
- Assists in establishing policy and procedures in the relationship between the Board of Health and the County.
- Assists the county in establish procedures for Enforcement of all state and federal public health statutes and requirements and has the authority to take actions as necessary to maintain health and prevent the spread of disease including broad emergency powers.
- Assists the County in the Development short and long-term strategies to address public health issues throughout the City and directs the activities of the department in implementing these strategies.
- Assists the County in the Management and participate in the development and implementation of goals, objectives, policies, priorities, the department's business plan and performance measurements for all assigned programs; recommend and administer policies and procedures.
- Assists the County in the establishment of appropriate service and staffing levels and monitors and evaluates the efficiency and effectiveness of the department's service delivery.
- Assists the County in the development of policies, procedures and customer service and operational standards; monitor and evaluate the efficiency and effectiveness of service delivery methods and procedures; recommend, within departmental policy, appropriate service and staffing levels.

- Provides technical assistance in the development and administration of the department annual budget; forecasting of funds needed for staffing, equipment, materials and supplies; monitor and approve expenditures; implement adjustments.
- Provides technical assistance in the planning of a work plan for department staff and volunteers.
- Other activities as identified through project implementation and provision of technical assistance.

APPENDIX B

BUDGET

Churchill County Health District
Award - \$100,000/year - 2 years

Personnel	Base Salary	FTE	Request
Marena Works - LOA	124,800.00\$	60%	74,880.00\$
John Packham - Assoc Dean	129,594.00\$	5%	6,479.70\$
Sub-Total		81,360\$	
Fringe			
Marena Works - LOA	11.50%		8,611.20\$
John Packham - Assoc Dean	32.30%		2,092.94\$
Sub-Total		10,704.14\$	
Travel			
In-State		528.75\$	
Out-of-State			
Sub-Total		528.75\$	
Supplies			
Consumable Supplies		-\$	
Sub-Total		-\$	
Other			
Membership Dues		-\$	
Copy/Printing		-\$	
Sub-total		-\$	
Sub-Total Direct Costs		92,592.59\$	
Indirect Costs			
8% of allowable direct costs federal		7,407.41\$	
Sub-Total		7,407.41\$	
Grand Total		100,000.00\$	

APPENDIX C

Additional Terms and Conditions