

Washoe County District Board of Health
Special Videoconference Meeting Notice and Agenda

Members

Dr. John Novak, Chair
Michael D. Brown, Vice Chair
Marsha Berkbigler
Kristopher Dahir
Dr. Reka Danko
Oscar Delgado
Tom Young

Thursday, September 10, 2020
2:00 p.m.

Washoe County Health District
Conference Rooms A&B
1001 East Ninth Street, Building B
Reno, NV

Unless and until the Governor of Nevada issues a Directive or Order requiring a physical location to be designated for meetings of public bodies where members of the public are permitted to attend and participate, no members of the public will be allowed in the BCC Chambers due to concerns for public safety resulting from the COVID-19 emergency and pursuant to the Governor's Declaration of Emergency Directive 006 Section 1, which suspends the requirement in NRS 241.023(1)(b) that there be a physical location designated for meetings of public bodies where members of the public are permitted to attend and participate.

This special meeting will be held by teleconference only.

Please attend this special meeting via the link listed below or via phone.
(please be sure to keep your devices on mute and do not place the meeting on hold)

<https://zoom.us/j/95713212764?pwd=ZDZwMWhoYVlyWk1FMExFODdYS2l2UT09>

Phone: 1-669-900-6833

Special Meeting ID: 957 1321 2764

1:00 p.m.

- 1. Roll Call and Determination of Quorum.**
- 2. Pledge of Allegiance.**
- 3. Public Comment.**

Action may not be taken on any matter raised during this public comment period until the matter is specifically listed on an agenda as an action item.

As required by the Governor's Declaration of Emergency Directive 006 Section 2, members of the public may submit public comment by teleconference by logging into the ZOOM webinar by accessing the above link.

NOTE: The zoom option will require a computer with audio and video capabilities.

Public comment requests can be submitted to svaldespin@washoecounty.us no later than 4:00 p.m. on Wednesday, September 9, 2020.

4. Approval of Agenda. (FOR POSSIBLE ACTION)

September 10, 2020

5. Consent Items. (FOR POSSIBLE ACTION)

Matters which the District Board of Health may consider in one motion. Any exceptions to the Consent Agenda must be stated prior to approval.

A. Interlocal Agreements – (FOR POSSIBLE ACTION)

- i. Approve the termination of the Interlocal Contract between the State of Nevada, Department of Conservation and Natural Resources, Division of Environmental Protection (NDEP) and the Washoe County Health District, Environmental Health Services Division (EHS) for activities associated with the Underground Storage Tank (UST) Program and, if approved, authorize the District Health Officer to execute the termination of the Agreement.
Staff Representative: Jim English
- ii. Approve the termination of the Interlocal Contract between the State of Nevada, Department of Conservation and Natural Resources, Division of Environmental Protection (NDEP) and the Washoe County Health District, Environmental Health Services Division (EHS) for activities associated with the Safe Drinking Water (SDW) Program and, if approved, authorize the District Health Officer to execute the termination of the Agreement.
Staff Representative: Jim English
- iii. Approve the Terms and Conditions of the Coronavirus Relief Fund Agreement between Washoe County Health District and the State of Nevada, Governor’s Finance Office in the amount of \$500,000.00 retroactive to March 1, 2020 through December 30, 2020 to enforce the provisions of sections 4 to 15, inclusive, of Senate Bill 4 of the 32nd (2020) Special Session of the Nevada Legislature and authorize the District Health Officer to execute the Agreement and Eligibility Certification.
Staff Representative: Nancy Kerns-Cummins

- END OF CONSENT -

6. Discussion and possible action to ratify Nevada Administrative Code 447E, SARS-CoV-2 Regulations at Public Accommodation Facilities, as adopted by the Nevada Department of Health and Human Services on August 31, 2020, in response to Senate Bill 4, as approved by Governor Sisolak on August 11, 2020. (FOR POSSIBLE ACTION)

Staff Representative: Charlene Albee

7. Board Comment

District Board of Health Member’s announcements, reports and updates, request for information or topics for future agendas. (No discussion among Board Members will take place on the item)

8. Public Comment

Action may not be taken on any matter raised during this public comment period until the matter is specifically listed on an agenda as an action item.

As required by the Governor's Declaration of Emergency Directive 006 Section 2, members of the public may submit public comment by teleconference by logging into the ZOOM webinar by accessing the above link.

NOTE: The zoom option will require a computer with audio and video capabilities.

Public comment requests can be submitted to svaldespin@washoecounty.us no later than 4:00 p.m. on Wednesday, September 9, 2020.

ADJOURNMENT. (FOR POSSIBLE ACTION)

Possible Changes to Agenda Order and Timing: Items on the agenda may be taken out of order, combined with other items, withdrawn from the agenda, moved to the agenda of another later meeting; moved to or from the Consent section, or they may be voted on in a block. Items with a specific time designation will not be heard prior to the stated time, but may be heard later. Items listed in the Consent section of the agenda are voted on as a block and will not be read or considered separately unless withdrawn from the Consent agenda.

Special Accommodations: The District Board of Health Meetings are accessible to the disabled. Disabled members of the public who require special accommodations or assistance at the meeting are requested to notify Administrative Health Services in writing at the Washoe County Health District, 1001 E. 9th Street, Building B, Reno, NV 89512, or by calling 775.328.2416, 24 hours prior to the meeting.

Public Comment: Members of the public may make public comment by submitting an email comment to svaldespin@washoecounty.us no later than 4:00 p.m. the day before the scheduled meeting, which includes the name of the commenter and the agenda item number for which the comment is submitted. During the "Public Comment" items, emails may be submitted pertaining to any matter either on or off the agenda, to include items to be heard on consent. For the remainder of the agenda, public comment emails will only be heard during items that are not marked with an asterisk (*). Any public comment for hearing items will be heard before action is taken on the item and must be about the specific item being considered by the Board.

Response to Public Comment: The Board of Health can deliberate or take action only if a matter has been listed on an agenda properly posted prior to the meeting. During the public comment period, speakers may address matters listed or not listed on the published agenda. The *Open Meeting Law* does not expressly prohibit responses to public comments by the Board of Health. However, responses from the Board members to unlisted public comment topics could become deliberation on a matter without notice to the public. On the advice of legal counsel and to ensure the public has notice of all matters the Board of Health will consider, Board members may choose not to respond to public comments, except to correct factual inaccuracies, ask for Health District Staff action or to ask that a matter be listed on a future agenda. The Board of Health may do this either during the public comment item or during the following item: "Board Comments – District Board of Health Member's announcements, reports and updates, request for information or topics for future agendas. (No discussion among Board Members will take place on the item)"

Posting of Agenda; Location of Website:

Pursuant to NRS 241.020, Notice of this meeting was posted electronically at the following locations:

Washoe County Health District Website www.washoecounty.us/health

State of Nevada Website: <https://notice.nv.gov>

Pursuant to the Declaration of Emergency Directive 006 NRS241.023(1)(b), the requirement to physically post agendas is hereby suspended.

How to Get Copies of Agenda and Support Materials: Supporting materials are available to the public at the Washoe County Health District located at 1001 E. 9th Street, in Reno, Nevada. Ms. Susy Valdespin, Administrative Secretary to the District Board of Health is the person designated by the Washoe County District Board of Health to respond to requests for supporting materials. Ms. Valdespin is located at the Washoe County Health District and may be reached by telephone at (775) 328-2415 or by email at svaldespin@washoecounty.us. Supporting materials are also available at the Washoe County Health District Website www.washoecounty.us/health pursuant to the requirements of NRS 241.020.

Staff Report
Board Meeting Date: September 10, 2020

DATE: September 3, 2020

TO: District Board of Health

FROM: Charlene Albee, EHS Division Director
775-328-2644, calbee@washoecounty.us

SUBJECT: Approve the termination of the Interlocal Contract between the State of Nevada, Department of Conservation and Natural Resources, Division of Environmental Protection (NDEP) and the Washoe County Health District, Environmental Health Services Division (EHS) for activities associated with the Underground Storage Tank (UST) Program and, if approved, authorize the District Health Officer to execute the termination of the Agreement.

SUMMARY

The Washoe County District Board of Health must approve and execute the termination of an Interlocal Agreement. The District Health Officer is authorized to execute and terminate agreements on the Board of Health's behalf not to exceed a cumulative amount of \$100,00 per contractor, over \$100,000 would require the approval of the District Board of Health.

District Health Strategic Priority supported by this item:

- 1. Financial Stability:** Enable the Health District to make long-term commitments in areas that will positively impact the community's health by growing reliable sources of income.

PREVIOUS ACTION

This Interlocal Agreement was approved on April 27, 2017 as a four-year contract, which was set to end on June 30, 2021. At that time, the Interlocal agreement had been modified from the previous one approved on April 25, 2013 to remove all Leaking Underground Storage Tank (LUST) activities to ensure the funding provided was commensurate with the scope of work required.

BACKGROUND

The recommendation to terminate the Underground Storage Tank Program Interlocal Agreement is predicated on the passage of Senate Bill 4 by the Nevada State Legislature during the 32nd Special Session (2020). The passage of this legislation requires EHS to implement a new inspection program in less than 30 days with no additional staff resources. The recommendation to terminate is being made by EHS after reviewing existing programs and staff resources. The services provided under this Interlocal Agreement may revert to NDEP, allowing for EHS to fulfill the SB4 statutory mandates.

This Interlocal Agreement provides funding for the Health District to assist the NDEP in the implementation of regulations governing and inspections of underground storage tanks in Washoe County as outlined in Nevada Administrative Code Chapter 459. The agreement has a specific scope of work which must be completed to receive compensation.

In addition to the Interlocal Agreement, the EHS UST Program has a locally funded construction program which is not included in the agreement's scope of work. EHS intends to continue completing the plan reviews and construction inspections involving either the installation or upgrading of a UST system or the removal of a system within the Health District.

NDEP has been notified of this agenda item, understands the demands that have been placed on EHS and has agreed to complete the UST program work within Washoe County going forward. The two agencies will evaluate the possibility of entering into a new contract at a future date.

FISCAL IMPACT

Should the Board approve the termination of this Interlocal Agreement, the fiscal impact will be neutral. The Legislature provided funding of \$500,000 through December 30, 2020 to implement SB4, furthermore, staff will continue to charge for services for plan review and construction inspections.

RECOMMENDATION

Staff recommends that the District Board of Health approve the termination of the Interlocal Contract between the State of Nevada, Department of Conservation and Natural Resources, Division of Environmental Protection (NDEP) and the Washoe County Health District, Environmental Health Services Division (EHS) for activities associated with the Underground Storage Tank (UST) Program and, if approved, authorize the District Health Officer to execute the termination of the Agreement.

POSSIBLE MOTION

Should the Board agree with staff's recommendation, a possible motion would be

“Move to approve the termination of the Interlocal Contract between the State of Nevada, Department of Conservation and Natural Resources, Division of Environmental Protection (NDEP) and the Washoe County Health District, Environmental Health Services Division (EHS) for activities associated with the Underground Storage Tank (UST) Program and, if approved, authorize the District Health Officer to execute the termination of the Agreement.”

170INTRASTATE INTERLOCAL CONTRACT BETWEEN PUBLIC AGENCIES

A Contract between the State of Nevada Acting By and Through Its

Department of Conservation and Natural Resources
Division of Environmental Protection, Bureau of Corrective Actions
901 S. Stewart Street, Carson City, NV 89701-5249
Phone: (775) 687-9368 Fax: (775) 687-8335

and

Washoe County Health District
hereinafter the "Public Agency"
PO Box 11130
Reno, NV 89512
Phone: 775-328-2434 Contact: Jim English

WHEREAS, NRS 277.180 authorizes any one or more public agencies to contract with any one or more other public agencies to perform any governmental service, activity or undertaking which any of the public agencies entering into the contract is authorized by law to perform; and

WHEREAS, it is deemed that the services of **Washoe County Health District** hereinafter set forth are both necessary to **Division of Environmental Protection** 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. **REQUIRED APPROVAL.** This Contract shall not become effective until and unless approved by appropriate official action of the governing body of each party.
2. **DEFINITIONS.** "State" means the State of Nevada and any state agency identified herein, its officers, employees and immune contractors as defined in NRS 41.0307.
3. **CONTRACT TERM.** This Contract shall be effective from July 1, 2017 upon approval to June 30, 2021, unless sooner terminated by either party as set forth in this Contract.
4. **TERMINATION.** This Contract may be terminated by either party prior to the date set forth in paragraph (3), provided that a termination shall not be effective until 30 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 State and/or federal funding ability to satisfy this Contract is withdrawn, limited, or impaired.
5. **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.
6. **INCORPORATED DOCUMENTS.** The parties agree that the services to be performed shall be specifically described; this Contract incorporates the following attachments in descending order of constructive precedence:

ATTACHMENT A: SCOPE OF WORK AND BUDGET

ATTACHMENT B: ADDITIONAL AGENCY TERMS & CONDITIONS (consisting of 3 pages)

7. **CONSIDERATION.** Washoe County Health District agrees to provide the services set forth in paragraph (6) at a cost of \$ 203,000 per year, maximum, over a term of 4 years. Total Contract value is \$ 812,000. Installments payable: Monthly, not to exceed \$ 40,000 per month, up to \$203,000 per year. Any intervening end to an annual or biennial appropriation period shall be deemed an automatic renewal (not changing the overall Contract term) or a termination as the results of legislative appropriation may require.

8. **ASSENT.** The parties agree that the terms and conditions listed on 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. **INSPECTION & AUDIT.**

a. **Books and Records.** Each party agrees to keep and maintain under general accepted accounting principles full, true and complete records, agreements, books, and documents as are necessary to fully disclose to the other party, the State or United States Government, or their authorized representatives, upon audits or reviews, sufficient information to determine compliance with any applicable regulations and statutes.

b. **Inspection & Audit.** Each party agrees that the relevant books, records (written, electronic, computer related or otherwise), including but not limited to relevant accounting procedures and practices of the party, financial statements and supporting documentation, and documentation related to the work product shall be subject, at any reasonable time, to inspection, examination, review, audit, and copying at any office or location where such records may be found, with or without notice by the other party, the State Auditor, Employment Security, the Department of Administration, Budget Division, the Nevada State Attorney General's Office or its Fraud Control Units, the State Legislative Auditor, and with regard to any federal funding, the relevant federal agency, the Comptroller General, the General Accounting Office, the Office of the Inspector General, or any of their authorized representatives.

c. **Period of Retention.** All books, records, reports, and statements relevant to this Contract must be retained by each party for a minimum of three years and for five years if any federal funds are used in this Contract. The retention period runs from the date of termination of this Contract. Retention time shall be extended when an audit is scheduled or in progress for a period reasonably necessary to complete an audit and/or to complete any administrative and judicial litigation which may ensue.

10. **BREACH; REMEDIES.** Failure of either party to 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.

11. **LIMITED LIABILITY.** The parties will not waive and intend to assert available NRS chapter 41 liability limitations in all cases. Contract liability of both parties shall not be subject to punitive damages. To the extent applicable, actual contract damages for any breach shall be limited by NRS 353.260 and NRS 354.626.

12. **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.

13. **INDEMNIFICATION.** Neither party waives any right or defense to indemnification that may exist in law or equity.

14. **INDEPENDENT PUBLIC AGENCIES.** The parties are associated with each other only for the purposes and to the extent set forth in this Contract, and in respect to performance of services pursuant

to this Contract, each party is and shall be a public agency separate and distinct from the other party 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 one agency whatsoever with respect to the indebtedness, liabilities, and obligations of the other agency or any other party.

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. OWNERSHIP OF PROPRIETARY INFORMATION. Unless otherwise provided by law or this Contract, any reports, histories, studies, tests, manuals, instructions, photographs, negatives, blue prints, plans, maps, data, system designs, computer code (which is intended to be consideration under this Contract), or any other documents or drawings, prepared or in the course of preparation by either party in performance of its obligations under this Contract shall be the joint property of both parties.

19. PUBLIC RECORDS. Pursuant to NRS 239.010, information or documents may be open to public inspection and copying. The parties will have the duty to disclose unless a particular record is made confidential by law or a common law balancing of interests.

20. 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.

21. 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 services set forth in paragraph (6).

22. 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 Nevada district courts for enforcement of this Contract.

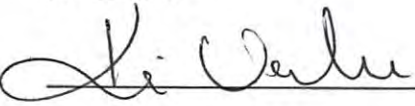
23. ENTIRE AGREEMENT AND MODIFICATION. This Contract and its integrated attachment(s) constitute the entire agreement of the parties and such are intended as a complete and exclusive statement of the promises, representations, negotiations, discussions, and other agreements that may have been made in 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 the State of Nevada Office of the Attorney General.

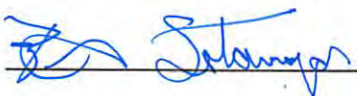
IN WITNESS WHEREOF, the parties hereto have caused this contract to be signed and intend to be legally bound thereby.

PUBLIC AGENCY – Washoe County Health District:


 District Health Officer 4/27/17
By: Signature Title Date

DIVISION:
 Administrator, NDEP 4/28/17
Title Date


BUREAU:
 MA II, Contract Manager 4-28-17
Title Date

DIVISION FISCAL APPROVAL:
 Budget Analyst II 4/28/2017
Title Date

Approved as to form by:

 On 5/1/17 _____
Deputy Attorney General for Attorney General (Date)

APPROVED BY BOARD OF EXAMINERS

 On 6/13/17 _____
Signature - Board of Examiners (Date)

ATTACHMENT A

Scope of Work and Budget

Attachment A

ATTACHMENT A

UNDERGROUND STORAGE TANK INSPECTION AND RELEASE DETERMINATION PROGRAM OBJECTIVES & SCOPE OF WORK

State Fiscal Year 2018, 2019, 2020, 2021

JULY 1, 2017 - JUNE 30, 2021

Contract Control # DEP 17-028

I. PROGRAM IMPLEMENTATION

As part of the State Program, **Washoe County Health District (WCHD)** will continue activities relative to the time frames and definitions of the Underground Storage Tank (UST) Program requirements as delineated in the Federal Register 40 CFR Part 280, §§ 280.10 through 280.112; NRS 459.800 to 459.856; and NAC 459.9921 to 459.999, inclusive. WCHD will work within the Nevada Division of Environmental Protection (NDEP) guidance and oversight. Any variation from the regulations, guidance, or oversight will require written concurrence from NDEP. It is recognized that a guidance or directive from the U.S. EPA that may modify the reporting requirements or definitions reported herein shall be incorporated into this Scope of Work and made a part.

The objectives of the Nevada UST program are:

1. Ensure consistent application and enforcement of State and Federal UST Regulations.
2. Improve compliance with the regulations through increased in-field interaction and education of owners, operators and managers of UST facilities.
3. Conduct consistent inspections at each facility through a prioritization system that ensures each facility is inspected at least once every 24 months. An alternative inspection schedule can be proposed to NDEP for approval.
4. Provide accurate and timely information to the NDEP to enable timely updates to the State UST Access database (UST FITS).
5. Compile accurate and consistent compliance data as required by the US EPA.
6. All reports are due within five business days following the end of each month.
7. Provide and maintain UST compliance records and provide access to records as required in public records requests.

II. UST NOTIFICATION:

1. Inform UST owner/operators of their responsibility to use EPA Form 7530-1 for new, upgraded, or closed UST systems and to submit that information electronically through the NDEP Petroleum Fund Database. WCHD to review the information submitted by the owner/operator after the database routes the form to WCHD via email to ensure the 7530-1 forms are accurate and complete.

Report monthly and by electronic means:

- a. Report the number of verification emails from the NDEP Petroleum Fund Database and identify if they are accurate and complete.

2. Receive and respond in writing to an operator's notice of intent to permanently close or make a change- in-service to their underground storage tank system, as required by 40 CFR, § 280.71. Inform operators of all applicable requirements under 40 CFR, § 280 and NAC 459.970 through 459.9729 (certification) in the response letters.

Report monthly by electronic means.

- a. The number of response letters mailed in acknowledgment of an operator's intent to close or make a change in the service.
- b. The number of site inspections conducted for USTs being permanently closed.

III. UST COMPLIANCE/ENFORCEMENT:

1. Conduct on-site facility inspections that are consistent with the State of Nevada UST Inspection Protocol. NDEP will provide the UST Inspection Protocol and may engage in one or more joint inspections per calendar year to assist with achieving consistency of inspections. A reference to the Significant Operational Compliance (SOC) framework will be provided by the NDEP.

Report monthly by electronic means:

- a. Number of initial facility inspections / inspection reports submitted to NDEP.
 - b. Release Prevention SOC: Number of facilities in SOC with the 1998 regulations at the time of the initial inspection conducted during the reporting period.
 - c. Release Detection SOC: Number of facilities in SOC with the leak detection regulations at the time of the initial inspection conducted during the reporting period.
 - d. Number of facilities in substantial operational compliance with the 1998 regulations and leak detection regulations at the time of initial inspection conducted during the reporting period.
2. WCHD will query the Petroleum Fund database on or about December 15 of each year and any time thereafter to determine which UST owner/operators have enrolled into the Petroleum Fund and are in compliance with financial responsibility requirements. This information will be used by WCHD to prioritize these sites within the first six months of the inspection schedule, so this information can be field verified. If WCHD has knowledge that these owner/operators have an alternate form of financial responsibility, the priority inspection is not warranted.
 3. Provide for a 'Step Wise' progressive compliance/enforcement program consistent with NDEP's Compliance Assistance and Enforcement Guidance document. Provide documentation to the owner/operator acknowledging correction of non-compliance deficiencies. Submit a copy of documentation (i.e., correspondence) to NDEP.

Report monthly by electronic means:

- a. The number of facilities sent compliance assistance letters regarding UST non-compliance issues.
 - b. The number of facilities that have resolved all compliance issues during the reporting period (regardless of the period in which the issues were initiated).
4. Conduct re-inspections as necessary to ensure compliance at those facilities for which owner/operators were issued compliance assistance letters.

Report monthly by electronic means:

- a. The number of on-site UST facility re-inspections and compliance documentation review re-inspections.
5. Any UST non-compliance cases, which have not been resolved by telephone calls, follow-up letters, or re-inspections will be referred to NDEP for formal enforcement action. WCHD will provide NDEP with supporting documentation sufficient for issuance of an enforcement order. All cases referred to NDEP will include the following:
- a) A formal referral letter addressed to NDEP, referring the case. The letter should cite the specific UST regulation that is alleged to have been violated. The owner/operator is to be courtesy copied;
 - b) An accurately compiled written summary of all submittals, responses, and actions relating to the case; and
 - c) A copy of all correspondence and submittals related to the non-compliance issue.

Report monthly by electronic means:

- a. The number of UST cases referred to NDEP for formal enforcement action.
6. Refer any suspected non-compliance with NAC 459.970 through 459.9729 (Certification) to the NDEP within five business days of discovery.
7. Report the number of monthly compliance inspections (Maximum 120 inspections per FY cap) conducted and include that information and the associated inspection reports with the WCHD monthly invoice submitted to NDEP.

IV. RELEASE DETECTION OVERSIGHT

1. Track the number of UST closures with reported non-detect sampling results.

Report monthly by electronic means:

- a. The number of UST closures with no detected contamination
2. Track the number of confirmed releases identified during UST closure sampling that are reported above non-detect, but below the State action level (100 ppm TPH).

Report monthly by electronic means:

- a. The number of UST closures with confirmed releases below the State action level.
3. Track the number of confirmed releases identified during UST closure sampling that are reported above the State action level (100 ppm TPH).

Report monthly by electronic means:

- a. The number of UST closures with confirmed releases above the State action level. (Include State Facility ID Numbers)
4. Track the number of confirmed releases from UST systems above the State Reportable Quantities (RQ) not undergoing closure.

Report monthly by electronic means:

- a. The number of confirmed or suspected releases above the (RQ) from UST systems not undergoing closure.

5. Provide initial abatement oversight at UST closure sites for the removal of up to 10 cubic yards of contaminated soil suspected of being above 100 ppm TPH, when necessary and while WCHD is still on site. Communicate with NDEP staff if contaminated soil beyond the 10 cubic yard threshold remains in the excavation and if additional excavation is recommended. If WCHD is not on site when initial abatement is initiated, it will be the CEM's responsibility to coordinate with NDEP.

Report monthly by electronic means:

- a. The number of cases where initial abatement oversight was provided by WCHD. (Include State Facility ID Numbers)

6. Refer LUST cases to NDEP where release/discharge is in excess of the State 'RQ'. All cases referred to NDEP should include the following:

- a) All pertinent UST information that lead WCHD to determine that this case was above State "RQ" and other supporting documentation.

Report monthly by electronic means:

- a. The number of LUST cases formally referred to NDEP. (Include State Facility ID Numbers)

V. PROGRAM TRACKING:

**UST/LUST QUARTERLY MONTHLY TRACKING
MONTH _____**

Reporting Period _____ through _____.

* Monthly report due within five (5) business days following the end of each month.

OUTPUT	TASK	Month	Year (Fiscal Year)
UST NOTIFICATION AND COMPLIANCE/ENFORCEMENT :			
Report the number of 7530-1 form verification emails received from the NDEP Petroleum Fund Database and identify if they are accurate and complete.	II.1(a)		
Number of response letters mailed in acknowledgment of an operator's intent to close or make a change in service.	II.2(a)		
Number of site inspections conducted for USTs being permanently closed.	II.2(b)		
Number of initial facility compliance inspections completed/ inspection reports submitted to NDEP.	III.1(a)		
<u>Release Prevention SOC:</u> Number of facilities in Significant Operational Compliance (SOC) with the 1998 regulations (corrosion, spill, and overflow) at the time of the initial inspection conducted during the reporting period.	III.1(b)		
<u>Release Detection SOC:</u> Number of facilities in Significant Operational Compliance (SOC) with the leak detection regulations at the time of the initial inspection conducted during the reporting period.	III.1(c)		
Number of facilities in substantial operational compliance with the 1998 regulations and leak detection regulations at the time of the initial inspection conducted during the reporting period.	III.1(d)		
Number of facilities sent informal enforcement letters regarding UST non-compliance issues.	III.3(a)		
Number of facilities that resolved all compliance issues in the quarter (regardless of the quarter in which the issue was initiated).	III.3(b)		
Number of on-site UST facility re-inspections and compliance documentation review re-inspections.	III.4(a)		
Number of UST cases referred to NDEP for formal enforcement action.	III.5(a)		

OUTPUT	TASK	Month	Year (Fiscal Year)
RELEASE DETERMINATION OVERSIGHT:			
Number of UST closures with no detected contamination.	IV.1(a)		
Number of UST closures with confirmed releases below the State action level of mg/Kg or 100 ppm.	IV.2(a)		
Number of UST closures with confirmed releases above the State action level. (Include State Facility ID Numbers)	IV.3(a)		
Number of confirmed or suspected releases above the State reportable quantities of 25 gallons of product or 3 cubic yards of contaminated soil from UST systems not undergoing closure.	IV.4(a)		
Number of LUST cases where initial abatement oversight was provided by WCHD. (Include State Facility ID Numbers)	IV.5(a)		
Number of LUST cases formally referred to NDEP. (Include State Facility ID Numbers)	IV.6(i)		

ANNUAL BUDGET:

WCHD Annual Budget - UST Program - DEP # 17-028 State Fiscal Year 2018, 2019, 2020, 2021 JULY 1, 2017 - JUNE 30, 2021		
	NDEP Funding	
Site Visits: (funding per site @ 120 site visits per fiscal year)		
Personnel and Reporting per Site Visit	\$1,692	
Sub Total, maximum payable per FY	\$203,000	
	NDEP Funding Per Year	
Budget Total, maximum payable per FY	\$203,000	

ATTACHMENT B

Additional Agency Terms & Conditions

Attachment B

**ADDITIONAL AGENCY TERMS & CONDITIONS
ATTACHMENT TO CONTRACT FOR SERVICES
CONTRACT CONTROL #DEP 17-028**

1. For contracts utilizing federal funds, the Nevada Division of Environmental Protection (NDEP) shall pay no more compensation per individual (including any subcontractors) than the federal Executive Service Level 4 (U.S. Code) daily rate (exclusive of fringe benefits): This limitation applies to consultation services of designated individuals with specialized skills who are paid at a daily or hourly rate. The current Level 4 rate is \$75.27 per hour.

2. **NDEP shall only reimburse the Contractor/Sub-grantee for actual cash disbursed.** Original invoices (facsimiles are not acceptable) must be received by NDEP no later than forty (40) calendar days after the end of a month or quarter except at the end of the fiscal year of the State of Nevada (June 30th), at the expiration date of the grant, or the effective date of the revocation of the contract, at which times original invoices must be received by NDEP no later than thirty-five (35) calendar days after this date. Failure of the Contractor/Sub-grantee to submit billings according to the prescribed timeframes authorizes NDEP, in its sole discretion, to collect or withhold a penalty of ten percent (10%) of the amount being requested for each week or portion of a week that the billing is late. The Contractor/Sub-grantee shall provide with each invoice a detailed fiscal summary that includes the approved contract budget, expenditures for the current period, cumulative expenditures to date, and balance remaining for each budget category. If match is required pursuant to paragraph 3 below, a similar fiscal summary of match expenditures must accompany each invoice. The Contractor/Sub-grantee shall obtain prior approval to transfer funds between budget categories if the funds to be transferred are greater than ten percent (10%) cumulative of the total Contract amount.

3. If match is required, the Contractor/Sub-grantee shall, as part of its approved Scope of Work or Workplan and budget under this Contract, provide third party match funds of not less than: \$_____. If match funds are required, the Contractor/Sub-grantee shall comply with additional record-keeping requirements as specified in 48 CFR 31.2 (which, if applicable, is attached hereto and by this reference is incorporated herein and made part of this contract.

4. Unless otherwise provided in the Scope of Work or Workplan, the Contractor/Sub-grantee shall submit quarterly reports or other deliverables within ten (10) calendar days after the end of each quarter.

5. At the sole discretion of NDEP, payments will not be made by NDEP unless all required reports or deliverables have been submitted to and approved by NDEP within the Scope of Work or Workplan agreed to.

6. Any funds obligated by NDEP under this Contract that are not expended by the Contractor/Sub-grantee shall automatically revert back to NDEP upon the completion, termination or cancellation of this Contract. NDEP shall not have any obligation to re-award or to provide, in any manner, such unexpended funds to the Contractor/Sub-grantee. The Contractor/Sub-grantee shall have no claim of any sort to such unexpended funds.

7. For contracts utilizing federal funds, the Contractor/Sub-grantee shall ensure, to the fullest extent possible, that at least the "fair share" percentages as stated below for prime contracts for construction, services, supplies or equipment are made available to organizations owned or controlled by socially and economically disadvantaged individuals (Minority Business Enterprise (MBE) or Small Business Enterprise (SBE)), women (Women Business Enterprise (WBE)) and historically black colleges and universities.

	MBE/SBE	WBE
Construction	3%	1%
Services	1%	1%
Supplies	1%	1%
Equipment	2%	1%

The Contractor/Sub-grantee agrees and is required to utilize the following seven affirmative steps:

- a. Include in its bid documents applicable "fair share" percentages as stated above and require all of its prime contractors to include in their bid documents for subcontracts the "fair share" percentages;
- b. Include qualified Small Business Enterprises (SBEs) Minority Business Enterprises (MBEs), and Women Business Enterprises (WBEs) on solicitation lists;
- c. Assure that SBEs, MBEs, and WBEs are solicited whenever they are potential sources;
- d. Divide total requirements, when economically feasible, into small tasks or quantities to permit maximum participation of SBEs, MBEs, and WBEs;
- e. Establish delivery schedules, where the requirements of the work permit, which will encourage participation by SBEs, MBEs, and WBEs;
- f. Use the services and assistance of the Small Business Administration and the Minority Business Development Agency, U.S. Department of Commerce as appropriate; and
- g. If a subcontractor awards contracts/procurements, require the subcontractor to take the affirmative steps in subparagraphs a. through e. of this condition.

8. The Contractor/Sub-grantee shall complete and submit to NDEP a Minority Business Enterprise/Woman Business Enterprise (MBE/WBE) Utilization Report (Standard Form 334) within fifteen (15) calendar days after the end of each federal fiscal year (September 30th) for each year this Contract is in effect and within fifteen (15) calendar days after the termination date of this Contract.

9. Unless otherwise provided in the Scope of Work or Workplan, when issuing statements, press releases, requests for proposals, bid solicitations and other documents describing projects or programs funded in whole or in part with funds provided under this Contract, the Contractor/Sub-grantee shall clearly state that funding for the project or program was provided by the Nevada Division of Environmental Protection and, if applicable, the U.S. Environmental Protection Agency. The Contractor/Sub-grantee will ensure that NDEP is given credit in all approved official publications relative to this specific project and that the content of such publications will be coordinated with NDEP prior to being published.

10. Unless otherwise provided in the Scope of Work or Workplan, all property purchased with funds provided pursuant to this Contract is the property of NDEP and shall, if NDEP elects within four (4) years after the completion, termination or cancellation of this Contract or after the conclusion of the use of the property for the purposes of this Contract during its term, be returned to NDEP at the Contractor/Sub-grantee's expense. Such property includes but is not limited to vehicles, computers, software, modems, calculators, radios, and analytical and safety equipment. The Contractor/ Sub-grantee shall use all purchased property in accordance with local, state and federal law, and shall use the property only for Contract purposes unless otherwise agreed to in writing by NDEP.

For any unauthorized use of such property by the Contractor/Sub-grantee, NDEP may elect to terminate the Contract and to have the property immediately returned to NDEP by the Contractor/Sub-grantee at the Contractor/Sub-grantee's expense. To the extent authorized by law, the Contractor/Sub-grantee shall indemnify and save and hold the State of Nevada and NDEP harmless from any and all claims, causes of action or liability arising from any use or custody of the property by the Contractor/Sub-grantee or the Contractor/Sub-grantee's agents or employees or any subcontractor or their agents or employees.

11. The Contractor/Sub-grantee shall use recycled paper for all reports that are prepared as part of this Contract and delivered to NDEP. This requirement does not apply to standard forms.

12. The Contractor/Sub-grantee and any subcontractors shall obtain any necessary permission needed, before entering private or public property, to conduct activities related to the Scope of Work or Workplan. The property owner will be informed of the program, the type of data to be gathered, and the reason for the requested access to the property.

13. Nothing in this Contract shall be construed as a waiver of sovereign immunity by the State of Nevada. Any action brought to enforce this contract shall be brought in the First Judicial District Court of the State of Nevada. The Contractor/Sub-grantee and any of its subcontractors shall comply with all applicable local, state and federal laws in

carrying out the obligations of this Contract, including all federal and state accounting procedures and requirements established in 2 CFR 1500 EPA Uniform Administrative Requirements, Cost Principles, and audit requirements for federal awards. The Contractor/Sub-grantee and any of its subcontractors shall also comply with the following:

- a. 40 CFR Part 7 - Nondiscrimination In Programs Receiving Federal Assistance From EPA
- b. 40 CFR Part 29 - Intergovernmental Review of EPA Programs and Activities.
- c. 40 CFR Part 31 - Uniform Administrative Requirements For Grants And Cooperative Agreements To State and Local Governments;
- d. 40 CFR Part 32 - Governmentwide Debarment And Suspension (Nonprocurement) And Governmentwide Requirements For Drug-Free Workplace (Grants);
- e. 40 CFR Part 34 - Lobbying Activities;
- f. 40 CFR Part 35, Subpart O - Cooperative Agreements And Superfund State Contracts For Superfund Response Actions (Superfund Only); and
- g. The Hotel And Motel Fire Safety Act of 1990.



May 9, 2017

RECEIVED

MAY 11 2017

GOVERNOR'S FINANCE OFFICE
BUDGET DIVISION

MEMORANDUM

TO: Curtis Palmer, Budget Officer, Executive Branch Budget Office

FROM: Kim Valdez, MAII, Bureau of Corrective Actions

RE: New Interlocal Contract for the Bureau of Corrective Actions, Underground Storage Tank Program, Support Services with Washoe County Health District, (CETS # 18737, Agency ID DEP #17-028)

The Bureau of Corrective Actions (BCA) is resubmitting a request for approval of our new interlocal contract with Washoe County Health District (WCHD) to provide ongoing support services for the Nevada Division of Environmental Protection (NDEP), Underground Storage Tank (UST) Program.

This interlocal contract is used to provide ongoing support services to aid the State in UST program implementation regarding notifications, compliance, monitoring, and tracking, within Washoe County, as well as providing monthly monitoring reports to the State.

Enclosed are four originals of the interlocal contract for your consideration to be submitted for approval to the Board of Examiners. It is anticipated to be placed on the June 13, 2017 agenda. Please feel free to call or e-mail with any questions at 775-687-9370, kvaldez@ndep.nv.gov.

CP

Revised

Date: _____

CONTRACT SUMMARY

(This form must accompany all contracts submitted to the Board of Examiners (BOE) for review and approval)

I. DESCRIPTION OF CONTRACT

1. Contract Number: **18737**

Agency Name: DCNR - ENVIRONMENTAL PROTECTION	Legal Entity Name: Washoe County Health District
Agency Code: 709	Contractor Name: Washoe County Health District
Appropriation Unit: 3187-20	Address: Washoe County Health District PO Box 11130
Is budget authority available?: Yes	City/State/Zip: Reno, NV 89512
If "No" please explain: Not Applicable	Contact/Phone: Jim English 775-328-2434
	Vendor No.: T40283400Q
	NV Business ID: Governmental Entity

To what State Fiscal Year(s) will the contract be charged? **2018-2021**

What is the source of funds that will be used to pay the contractor? Indicate the percentage of each funding source if the contractor will be paid by multiple funding sources.

General Funds	0.00 %	Fees	0.00 %
X Federal Funds	100.00 %	Bonds	0.00 %
Highway Funds	0.00 %	Other funding	0.00 %

Agency Reference #: **DEP 17-028**

RECEIVED

MAY 09 2017

GOVERNOR'S FINANCE OFFICE
BUDGET DIVISION

2. Contract start date:

a. Effective upon Board of Examiner's approval? **No** or b. other effective date **07/01/2017**

Anticipated BOE meeting date **06/2017**

Retroactive? **No**

If "Yes", please explain

Not Applicable

APPROVED BY THE
BOARD OF EXAMINERS

AT THEIR JUN 13 2017

MEETING TP #119
Initials

3. Termination Date: **06/30/2021**

Contract term: **4 years**

4. Type of contract: **Interlocal Agreement**

Contract description: **UST/LUST WCHD**

5. Purpose of contract:

This is a new interlocal agreement that continues ongoing Underground and Leaking Underground Storage Tank Program compliance and oversight in Washoe County. This agreement further requires ongoing monitoring and reporting of activities by providing monthly reports to the agency including technical program implementation, new USTs and or modified UST notifications, enforcement of State and Federal Regulations, owner/operator compliance, and monitoring/tracking necessary repairs and upgrades, all in accordance with Federal and State Regulations delineated in Federal Register 40 CFR Part 280; 280.10 through 280.112; NRS 459.800 to 459.856; and NAC 459.8821 to 459.999, inclusive. Also in accordance with the 2008 Energy Policy Act.

6. NEW CONTRACT

The maximum amount of the contract for the term of the contract is: **\$812,000.00**

Payment for services will be made at the rate of \$203,000.00 per year

II. JUSTIFICATION

7. What conditions require that this work be done?

Regulated Underground Storage Tank Systems require periodic compliance inspections to prevent and/or discover leaks in a timely manner according to the timeframes and definitions noted in the attached scope of work of the Underground Storage Tank (UST) Program. Requirements are delineated in the Federal Register 40 CFR Part 280; 280.10 through 280.112; NRS 459.800 to 459.856; and NAC 459.9921 to 459.999, inclusive. Also in accordance with the 2008 Energy Policy Act. Enforcement activities on facilities, owners/operators, may be required if they are found to not be in compliance with any of the above noted regulations. If a regulated underground storage tank system has a release, in accordance with this new interlocal agreement NDEP will be notified monthly by the Washoe County Health District, of the initial repair and appropriate corrective action that was taken. NDEP will then assume responsibility of the remediation of the affected media.

8. Explain why State employees in your agency or other State agencies are not able to do this work:

The Nevada Division of Environmental Protection (NDEP) does not have a sufficient number of staff to perform the technical onsite compliance and enforcement oversight services at the roughly 240 facilities currently located within the geographical region of Washoe County. The funding made available to the Washoe County Health District (WCHD) through this interlocal agreement is solely dependent upon EPA grant funds, which are allocated and provided to the NDEP on an annual basis. The amount of federal grant funding can vary significantly from year to year, in the event that EPA grant funds are decreased or become unavailable, the interlocal agreement may be adjusted to reflect that change without adversely affecting the WCHD staff members working in conjunction with this new interlocal agreement. The WCHD has other funding sources available to assure staff positions would not be in jeopardy should the NDEP funding source be adjusted by EPA. Rather than partner with the WCHD, if the NDEP were to request additional State positions to perform these duties in the geographical region of Washoe County, those NDEP staff position(s) would be solely dependent upon EPA grant funding availability. In the event that EPA grant funding source is adjusted, the NDEP staff position(s) would then be in jeopardy. The WCHD has been performing these services effectively on behalf of NDEP for well over 20 years. Their staff have gone through the same technical training courses as NDEP staff members and as the local jurisdiction in the geographical region of Washoe County, they have fostered ongoing relationships with facility owner/operators ensuring effective overall compliance as well as developing relationships with regional UST tank testers and UST tank Handlers. NDEP is confident that these factors ensure the Washoe County Health District is best suited to continue as the lead agency assisting the NDEP Underground Storage Tank Program implementation and oversight in the geographical region of Washoe County.

9. Were quotes or proposals solicited? No

Was the solicitation (RFP) done by the Purchasing Division? No

a. List the names of vendors that were solicited to submit proposals (include at least three):

Not Applicable

b. Solicitation Waiver: Not Applicable

c. Why was this contractor chosen in preference to other?

Not Applicable

d. Last bid date: Anticipated re-bid date:

10. Does the contract contain any IT components? No

III. OTHER INFORMATION

11. a. Is the contractor a current employee of the State of Nevada or will the contracted services be performed by a current employee of the State of Nevada?

No

b. Was the contractor formerly employed by the State of Nevada within the last 24 months or will the contracted services be performed by someone formerly employed by the State of Nevada within the last 24 months?

No

c. Is the contractor employed by any of Nevada's political subdivisions or by any other government?

Yes If "Yes", please explain

Washoe County Health District is a political subdivision of the State of Nevada.

12. Has the contractor ever been engaged under contract by any State agency?

Yes If "Yes", specify when and for which agency and indicate if the quality of service provided to the identified agency has been verified as satisfactory:

The Nevada Division of Environmental Protection has contracted for the same services with the Washoe County Health District for over 20 years. Their experience and local jurisdiction ensure they are the most effective agency to assist the NDEP by performing the required inspections, all while providing the NDEP with monthly notifications in an efficient and accurate manner. Their experience also ensures facilities in Washoe County are in compliance with Federal regulations.

13. Is the contractor currently involved in litigation with the State of Nevada?

No If "Yes", please provide details of the litigation and facts supporting approval of the contract:

Not Applicable

14. The contractor is not registered with the Nevada Secretary of State's Office because the legal entity is a:

Governmental Entity

15. Not Applicable

16. Not Applicable

17. Not Applicable

18. Agency Field Contract Monitor:

19. Contract Status:

Contract Approvals:

Approval Level	User	Signature Date
Budget Account Approval	bsotomay	04/28/2017 11:04:07 AM
Division Approval	glovato	04/28/2017 16:54:34 PM
Department Approval	glovato	04/28/2017 16:54:37 PM
Contract Manager Approval	kvalde1	05/09/2017 14:54:06 PM
Budget Analyst Approval	Pending	
BOE Agenda Approval	Pending	
BOE Final Approval	Pending	

Staff Report
Board Meeting Date: September 10, 2020

DATE: September 3, 2020

TO: District Board of Health

FROM: Charlene Albee, EHS Division Director
775-328-2644, calbee@washoecounty.us

SUBJECT: Approve the termination of the Interlocal Contract between the State of Nevada, Department of Conservation and Natural Resources, Division of Environmental Protection (NDEP) and the Washoe County Health District, Environmental Health Services Division (EHS) for activities associated with the Safe Drinking Water (SDW) Program and, if approved, authorize the District Health Officer to execute the termination of the Agreement.

SUMMARY

The Washoe County District Board of Health must approve and execute the termination of an Interlocal Agreement. The District Health Officer is authorized to execute and terminate agreements on the Board of Health's behalf not to exceed a cumulative amount of \$100,00 per contractor, over \$100,000 would require the approval of the District Board of Health.

District Health Strategic Priority supported by this item:

- 1. Financial Stability:** Enable the Health District to make long-term commitments in areas that will positively impact the community's health by growing reliable sources of income.

PREVIOUS ACTION

This Interlocal Agreement was approved on May 23, 2019 as a two-year contract, which was set to end on June 30, 2021.

BACKGROUND

The recommendation to terminate the Safe Drinking Water Program Interlocal Agreement is predicated on the passage of Senate Bill 4 by the Nevada State Legislature during the 32nd Special Session (2020). The passage of this legislation requires EHS to implement a new inspection program in less than 30 days with no additional staff resources. The recommendation to terminate is being made by EHS after reviewing existing programs and staff resources. The services provided under this Interlocal Agreement may revert to NDEP, allowing for EHS staff to fulfill the SB4 statutory mandates.

Subject: SDW Contract Termination
Date: September 10, 2020
Page 2 of 2

This Interlocal Agreement provides funding for the Health District to assist the NDEP in implementation, inspections and enforcement of the Safe Drinking Water Act in Washoe County. The agreement has a specific scope of work which must be completed to receive compensation.

In addition to the Interlocal Agreement, the EHS SDW program receives fees for Water Project plan review and audit activities associated with the Truckee Meadows Water Authority (TMWA)/NDEP/WCHD Interlocal Agreement for auditing Water Projects approved by TWMA. These activities will not be impacted by the termination of this Interlocal Agreement.

NDEP has been notified of this agenda item, understands the demands that have been placed on EHS and has agreed to complete the SDW program work within Washoe County going forward. The two agencies will evaluate the possibility of entering into a new contract at a future date.

FISCAL IMPACT

Should the Board approve the termination of this Interlocal Agreement, the fiscal impact will be neutral. The Legislature provided funding of \$500,000 through December 30, 2020 to implement SB4, furthermore, staff will continue to charge for services such as Water Project reviews and associated work from auditing TWMA.

RECOMMENDATION

Staff recommends that the District Board of Health approve the termination of the Interlocal Contract between the State of Nevada, Department of Conservation and Natural Resources, Division of Environmental Protection (NDEP) and the Washoe County Health District, Environmental Health Services Division (EHS) for activities associated with the Safe Drinking Water Program and, if approved, authorize the District Health Officer to execute the termination of the Agreement.

POSSIBLE MOTION

Should the Board agree with staff's recommendation, a possible motion would be

“Move to approve the termination of the Interlocal Contract between the State of Nevada, Department of Conservation and Natural Resources, Division of Environmental Protection (NDEP) and the Washoe County Health District, Environmental Health Services Division (EHS) for activities associated with the Safe Drinking Water (SDW) Program and, if approved, authorize the District Health Officer to execute the termination of the Agreement.”



NEVADA DIVISION OF
**ENVIRONMENTAL
PROTECTION**

STATE OF NEVADA
Department of Conservation & Natural Resources

Brian Sandoval, Governor
Leo M. Drozdoff, P.E., Director
David Emme, Administrator

July 19, 2019

James English
Washoe Co. Health District
Po Box 11130
Reno, NV 89520-0027

Re: Interlocal Contract agreement FY20-21
NDEP Contract Control Number DEP 20-005

Dear Jim,

Please find enclosed the fully executed Interlocal contract agreement referenced above between the Washoe County Health District and the Nevada Division of Environmental Protection.

Should you have any questions, please don't hesitate to contact My-Linh Nguyen at 775-687-9518, or myself at 775-687-9518 or vial email at kjkochen@ndep.nv.gov.

Best Regards,

Kathryn Kochen
Contract Manager
Bureau of Safe Drinking Water
Nevada Division of Environmental Protection
Department of Conservation and Natural Resources
901 S. Stewart Street, Suite 4001
Carson City, NV 89701

Enclosures: One fully executed Interlocal Contract

Cc: My-Linh Nguyen, Project Coordinator/Supervisor
Jacob Jenzen, EPA
Contract Manager File

Ec-w: James English, Contract Contact
Jennifer Hoekstra, Fiscal Compliance Office
Charlene Albee, Division Director for Environmental Health Services

EXHIBIT A

Original Contract

INTERLOCAL CONTRACT BETWEEN PUBLIC AGENCIES

A Contract Between the State of Nevada
Acting By and Through Its

**Department of Conservation and Natural Resources,
Division of Environmental Protection
Hereinafter the "State"**
901 S. Stewart Street, Carson City, NV 89701-5429
775-687-9515 Contact: My-Linh Nguyen, Ph.D., P.E.
and

**Washoe County Health District
Hereinafter the "Public Agency"**
1001 East Ninth Street
Reno, NV 89512-2845
775-328-2610 Contact: James English, REHS, CP-FS

WHEREAS, NRS 277.180 authorizes any one or more public agencies to contract with any one or more other public agencies to perform any governmental service, activity or undertaking which any of the public agencies entering into the contract is authorized by law to perform; and

WHEREAS, it is deemed that the services of Public Agency hereinafter set forth are both necessary to State 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. **REQUIRED APPROVAL.** This Contract shall not become effective until and unless approved by appropriate official action of the governing body of each party.
2. **DEFINITIONS.** "State" means the State of Nevada and any state agency identified herein, its officers, employees and immune contractors as defined in NRS 41.0307.
3. **CONTRACT TERM.** This Contract shall be effective upon approval to 06/30/2021, unless sooner terminated by either party as set forth in this Contract.
4. **TERMINATION.** This Contract may be terminated by either party prior to the date set forth in paragraph (3), provided that a termination shall not be effective until 30 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 federal and/or State Legislature funding ability to satisfy this Contract is withdrawn, limited, or impaired.
5. **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.

6. INCORPORATED DOCUMENTS. The parties agree that the services to be performed shall be specifically described; this Contract incorporates the following attachments in descending order of constructive precedence:

ATTACHMENT A: SCOPE OF WORK

ATTACHMENT B: ADDITIONAL AGENCY TERMS & CONDITIONS

7. CONSIDERATION. [AGENCY NAME] agrees to provide the services set forth in paragraph (6) at a cost of \$ N/A per N/A (state the exact cost or hourly, daily, or weekly rate exclusive of travel or per diem expenses) with the total Contract or installments payable: Monthly, not exceeding \$ 125,000.00 per year and \$250,000.00 total. Any intervening end to a biennial appropriation period shall be deemed an automatic renewal (not changing the overall Contract term) or a termination as the results of legislative appropriation may require.
8. ASSENT. The parties agree that the terms and conditions listed on 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. INSPECTION & AUDIT.
- Books and Records. Each party agrees to keep and maintain under general accepted accounting principles full, true and complete records, agreements, books, and documents as are necessary to fully disclose to the State or United States Government, or their authorized representatives, upon audits or reviews, sufficient information to determine compliance with all state and federal regulations and statutes.
 - Inspection & Audit. Each party agrees that the relevant books, records (written, electronic, computer related or otherwise), including but not limited to relevant accounting procedures and practices of the party, financial statements and supporting documentation, and documentation related to the work product shall be subject, at any reasonable time, to inspection, examination, review, audit, and copying at any office or location where such records may be found, with or without notice by the State Auditor, Employment Security, the Department of Administration, Budget Division, the Nevada State Attorney General's Office or its Fraud Control Units, the State Legislative Auditor, and with regard to any federal funding, the relevant federal agency, the Comptroller General, the General Accounting Office, the Office of the Inspector General, or any of their authorized representatives.
 - Period of Retention. All books, records, reports, and statements relevant to this Contract must be retained a minimum three years and for five years if any federal funds are used in this Contract. The retention period runs from the date of termination of this Contract. Retention time shall be extended when an audit is scheduled or in progress for a period reasonably necessary to complete an audit and/or to complete any administrative and judicial litigation which may ensue.
10. BREACH: REMEDIES. Failure of either party to 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. It is specifically agreed that reasonable attorneys' fees shall not exceed \$150 per hour.
11. LIMITED LIABILITY. The parties will not waive and intend to assert available NRS chapter 41 liability limitations in all cases. Contract liability of both parties shall not be subject to punitive damages. Actual damages for any State breach shall never exceed the amount of funds which have been appropriated for payment under this Contract, but not yet paid, for the fiscal year budget in existence at the time of the breach.
12. 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, acts of public enemy, acts of terrorism, 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.
13. INDEMNIFICATION. Neither party waives any right or defense to indemnification that may exist in law or equity.

14. INDEPENDENT PUBLIC AGENCIES. The parties are associated with each other only for the purposes and to the extent set forth in this Contract, and in respect to performance of services pursuant to this Contract, each party is and shall be a public agency separate and distinct from the other party 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 one agency whatsoever with respect to the indebtedness, liabilities, and obligations of the other agency or any other party.
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. OWNERSHIP OF PROPRIETARY INFORMATION. Unless otherwise provided by law any reports, histories, studies, tests, manuals, instructions, photographs, negatives, blue prints, plans, maps, data, system designs, computer code (which is intended to be consideration under this Contract), or any other documents or drawings, prepared or in the course of preparation by either party in performance of its obligations under this Contract shall be the joint property of both parties.
19. PUBLIC RECORDS. Pursuant to NRS 239.010, information or documents may be open to public inspection and copying. The parties will have the duty to disclose unless a particular record is made confidential by law or a common law balancing of interests.
20. 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.
21. 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 services set forth in paragraph (6).
22. 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 exclusive jurisdiction of and venue in the First Judicial District Court, Carson City, Nevada for enforcement of this Contract.
23. 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 the Office of the Attorney General.

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

Washoe County Health District

Public Agency #1


 6/3/19
Public Agency #1 Signature Date

Kevin Dick, District Health Officer

Title

Department of Conservation and Natural Resources, Division of Environmental Protection (DEP)

Public Agency #2

 6/4/19
Public Agency #2 Signature Date

Greg Lovato, NDEP Administrator

Title


Signature – Nevada State Board of Examiners

APPROVED BY BOARD OF EXAMINERS

On 7-9-19
(Date)

Approved as to form and compliance with law by:


Deputy Attorney General for Attorney General, State of Nevada

On 6/4/19
(Date)

ATTACHMENT A

Scope of Work

INTRASTATE INTERLOCAL CONTRACT
BETWEEN:
NEVADA DIVISION OF ENVIRONMENTAL PROTECTION AND
THE WASHOE COUNTY HEALTH DISTRICT

ATTACHMENT A: SCOPE OF WORK
Description of services, deliverables and reimbursement

Washoe County Health District, hereinafter referred to as Public Agency, agrees to provide the following services and reports to the Nevada Division of Environmental Protection, hereinafter referred to as State:

1. The Public Agency agrees to perform the following services for public water systems (PWS) within Washoe County to assist the State with implementation of the federal Safe Drinking Water Act, for which the State is the designated primacy agency:
 - A. The Public Agency will conduct public water system engineering plan review under this contract in accordance with NAC 445A and NRS/NAC 278.
 - B. Conduct and document sanitary surveys within Washoe County as follows:
 - 1) Annual sanitary surveys on all public water systems served by surface water sources or ground water under the direct influence of surface water;
 - 2) Conduct and document sanitary surveys annually on at least one third of the total inventory of community and non-community public water systems served by groundwater sources;
 - 3) Record the results of all sanitary surveys using the Safe Water Information Field Tool (SWIFT) Surveys;
 - a) Mail Sanitary Survey Report to public water systems with Significant Deficiencies within 30 days of the site visit. All other reports should be completed within 45 days of the site visit.
 - b) provide migration files for State SDWIS updates quarterly.
 - 4) Schedule with State personnel a minimum of three joint sanitary surveys annually, including the Truckee Meadows Water Authority and Incline Village General Improvement District PWS;
 - 5) Verify the status of public water system operators for community and non-transient non-community water systems at the time of the sanitary survey; and
 - 6) Assist the State in the review and verification of public water systems' Vulnerability Assessment reports for accuracy based on information collected from Sanitary Surveys and subsequent site visits as needed.
 - C. Utilize the Safe Drinking Water Information System (SDWIS) for the following:
 - 1) Review and update the inventory of public water systems within Washoe County on at least a quarterly basis;
 - 2) Coordinate with State personnel to ensure that appropriate monitoring schedules are assigned, monitoring compliance determinations are made, and decisions are documented in the SDWIS for all public water systems;
 - 3) Enter Total Coliform monitoring results for all public water systems at least monthly and
 - a) Generate Compliance reports for coliform, run compliance, and send violation letters to public water systems.
 - b) Review Results Alert Reports, produced by State staff and delivered to Public Agency staff, for chemical monitoring. Coordinate any necessary monitoring schedule changes with State staff. When necessary, Public Agency will inform public water systems in writing of monitoring schedule changes or violations.

- D. Provide oversight and assistance to ensure public water systems in Washoe County comply with drinking water regulations.
- 1) Coordinate with State when necessary to assist public water systems with, or issuance of, Boil Water Orders, timely Tier 1 Public Notices, and other Public Notices to ensure that they are appropriate and consistent with regulations and established practices.
 - 2) Work cooperatively with the State to prepare for implementation of new United States Environmental Protection Agency (USEPA) rules that have not been adopted at the state level. This may include activities such as contacting and informing public water systems of new requirements, providing data to the USEPA and assisting the USEPA with implementation of new federal rules prior to adoption by the State Environmental Commission.
 - 3) Conduct and document all requirements associated with Assessments under the Revised Total Coliform Rule (RTCR), as needed, to ensure that site visit, report and subsequent follow-up activities are consistent with regulations and developed procedures. State personnel will assist with coordinating training for Public Agency personnel and document which Public Agency personnel are approved as Level 2 Assessors.
- E. Assist the State personnel in documenting public water system and/or engineering non-compliance leading to formal enforcement actions. Assistance includes:
- 1) Issuance of first and second notices of violation(s);
 - 2) Providing information and timelines to enable the State to draft a final Notice of formal enforcement prior to the issuance of a Finding of Alleged Violation (FOAV) and Administrative Order (AO);
 - 3) Providing the State with information and timelines for the issuance of a FOAV and AO; and
 - 4) Providing information to assist the State in tracking steps the water system is taking to comply with State ordered actions and participate in show cause hearing, as needed.
- F. Participate in training programs, provided or coordinated by the State, for the following, as available and funding allowed:
- 1) SDWIS database and related tools such as the SWIFT Survey tool.
 - 2) Sanitary Survey Training
 - 3) Backflow & Cross-Connection Training
 - 4) Consumer Confidence Report Training
 - 5) Lead & Copper Training
 - 6) Vulnerability Assessment Reports Training
 - 7) Document Retention & Disposal Training
 - 8) Other EPA training opportunities as available.
- G. Assist the State in preparing reports on variance and exemption requests to be presented by State staff to the State Environmental Commission.
- H. Submit quarterly reports to the State within thirty days after the calendar quarter ends (January 30, April 30, July 30, and October 30). The quarterly report will include:
- 1) A financial report/invoice including a summary of program expenditures during the preceding quarter and fiscal year-to-date, by category;
 - 2) A summary of program activities during the preceding quarter including:
 - a) Information pertaining to all new public water systems added to the Public Agency public water system inventory;

- b) A listing of all sanitary surveys conducted including public water system name, public water system identification number, date of the sanitary survey, date of sanitary survey report mailing, a notation as to whether or not a significant deficiency was observed, and a notation that migration files have been submitted;
- c) A list of all significant deficiency Corrective Action Plans approved or modified;
- d) A brief description of any actions taken as a result of Results Alert Report review;
- e) A brief description of any water system emergencies;
- f) The total number of and a brief description of the engineering and subdivision reviews completed of public water system water projects, including information on subdivisions that are stand-alone water systems or identification of the "parent" water system;
- g) A listing of all public water system violations, grouped by type of violation, which includes the following information:
 - 1) The name and PWS ID# of each public water system;
 - 2) The type and level of violation incurred by the public water system;
 - 3) A list of any enforcement actions, remedial follow-up visits or violations of orders occurring during the quarter;
 - 4) The date and nature of the Public Agency response to violations, including where appropriate, the rationale for response;
 - 5) The date of resolution;
 - 6) Method of determining resolution; and
 - 7) Updates on actions taken during the previous quarter to address public water systems on the EPA Enforcement Targeting Tool with greater than 10 points.
- I. The Public Agency will maintain forms and applications for the Drinking Water State Revolving Fund and Grant Program, administered by the State, and will dispense information to Washoe County public water systems that may be interested in these programs. To the extent resources allow, the Public Agency will participate in meetings and workshops concerning these programs.
- J. Adopt any local regulations or ordinances needed by the Public Agency to fully implement the requirements of NRS 445A.800 to 445A.955 and regulations adopted pursuant thereto. Regulations adopted by the Public Agency pursuant to this section must not conflict with regulations adopted by the State Environmental Commission.
- K. Coordinate with State personnel to schedule a comprehensive Drinking Water Program review at the Public Agency office by the end of State fiscal year 2020.
- L. The Public Agency will periodically review the files currently in its possession and determine the disposition of the files in compliance with the State's records retention schedules. All files not needing to be in possession of the Public Agency will either, as appropriate, be disposed of in the appropriate manner or sent to the State for additional retention.
- M. The Public Agency will implement record keeping procedures for Engineering/Water Project reviews consistent with the State record retention requirements for the following:
 - 1) Initial submittals including plans, specifications, and applications;
 - 2) Copies of denial letters, if any;
 - 3) Resubmittals, if any;
 - 4) Final plan, approval letter for construction; and
 - 5) Following construction, copies of bacteriological results (and other water quality results, as appropriate) and letter of Certification for substantial conformance with design. Although not required by regulation, a courtesy electronic copy (in pdf format) of the as-built system is also requested to support the State effort in implementing electronic record keeping.

2. The State will provide the Public Agency with the following:
 - A. Information on any changes or additions to CFR, NRS or NAC that pertain to public water systems;
 - B. Training to Public Agency staff on federal and state laws and regulations and database systems utilized by the State.
 - C. Coordinating with and assisting the Public Agency in the review and implementation of engineering and water project regulatory requirements. Assistance in response to public water systems and public queries as they pertain to program goals, policies and regulations, and public health concerns;
 - D. Providing technical assistance to the Public Agency, as necessary, to bring public water systems into compliance with drinking water standards and engineering requirements.
 - E. Safe Drinking Water Interfacing Applications, including but not limited to, SDWIS, SWIFT Surveys;
 - F. Update emergency response contacts and phone numbers when changes occur and contact the Public Agency at (775) 328-3785 when necessary for emergencies; and
 - G. A list of Washoe County public water system certified operators may be provided after each written exam is completed (currently on a triannual basis) or as requested by the Public agency. Once the upgraded NDEP Certified Operators database is complete, the Public Agency may have access to the current certified operators for PWSs in Washoe County.
 - H. Perform data entry into SDWIS for Public Water System water quality data that is not Total Coliform data (i.e. "Chemical Data").
 - I. The State will assist community water systems with reviewing annual Consumer Confidence Reports (CCR). The Public Agency will assist the State by providing timely information to ensure required elements reported in the CCR are consistent with compliance information reported to the Public Agency prior to their issuance.
3. The State will take the lead on all water system enforcement for systems of which the Public Agency refers to the State.
 - A. The State will determine steps necessary to return a water system to compliance as part of an FOAV & AO (administrative order), including but not limited to leading the show cause investigation and penalty panel hearing as part of the formal enforcement process under NRS 445A and NAC 445A for the identified non-compliance under the order.
 - B. The Public Agency will continue to have oversight of the water system to ensure full compliance with all applicable sections of NAC445A requirements and tasks under the contract, including Part 1.E under this SOW.
4. The Public Agency and State agree to meet at least twice each year during the term of this agreement to review their respective programs for planning and to evaluate the performance of the Public Agency to make sure that the commitments under this Interlocal contract are in good faith being met, and discuss any changes needed to improve coordination between the programs.
 - a. The State will evaluate the performance of the Public Agency to evaluate the effectiveness of this contract and whether the Public Agency has achieved its commitments. If the State determines that the Public Agency is not achieving its commitments under the contract, the State will consult with the Public Agency to determine the cause and develop recommendations to meet those commitments.
5. The State will endeavor to identify and pursue additional funding opportunities to increase the contract amount. When such funding is secured, the State agrees to process a contract amendment for current and/or future fiscal years.

6. The Public Agency agrees to adhere to the following budget:

Washoe County Health District Proposed Grant Budget Safe Drinking Water Act Grant Program July 1, 2019 - June 30, 2020 (\$125,000 per fiscal year)						
WCDHD# 10017	State IO-10017	Construction SDW-172200	Compliance SDW-172201	Non SDW funding	Total	
Licensed Engineer						
C. Peterson (20% of 1.0 FTE)	20%	20%	20%	40%	100%	
701110 Base Salaries	\$ 19,347	\$ 19,347	\$ 19,347	\$ 38,695	\$ 96,736	
701200 Incentive Longevity	\$ -	\$ -	\$ -	\$ -	\$ -	
705110 Group Insurance	\$ 1,366	\$ 1,366	\$ 1,366	\$ 2,733	\$ 6,831	
705115 Em. HSA Contributions	\$ 400	\$ 400	\$ 400	\$ 800	\$ 2,000	
705210 Retirement	\$ 5,645	\$ 5,645	\$ 5,645	\$ 11,291	\$ 28,227	
705230 Medicare	\$ 277	\$ 277	\$ 277	\$ 553	\$ 1,384	
705320 Workmens Comp	\$ 232	\$ 232	\$ 232	\$ 464	\$ 1,161	
705330 Unemploy Comp	\$ 14	\$ 14	\$ 14	\$ 27	\$ 68	
POSITION TOTAL	\$ 27,281	\$ 27,281	\$ 27,281	\$ 54,563	\$ 136,407	
Registered Environmental Health Specialist						
D. Kelly (32% of 1.0 FTE)	32%	0%	18%	50%	100%	
701110 Base Salaries	\$ 28,276	\$ -	\$ 15,905	\$ 44,181	\$ 88,363	
701200 Incentive Longevity	\$ 496	\$ -	\$ 279	\$ 775	\$ 1,550	
705110 Group Insurance	\$ 3,260	\$ -	\$ 1,834	\$ 5,094	\$ 10,188	
705115 Em. HSA Contributions	\$ -	\$ -	\$ -	\$ -	\$ -	
705210 Retirement	\$ 8,395	\$ -	\$ 4,722	\$ 13,117	\$ 26,234	
705230 Medicare	\$ 417	\$ -	\$ 235	\$ 652	\$ 1,304	
705320 Workmens Comp	\$ 339	\$ -	\$ 191	\$ 530	\$ 1,060	
705330 Unemploy Comp	\$ 22	\$ -	\$ 12	\$ 34	\$ 68	
POSITION TOTAL	\$ 41,205	\$ -	\$ 23,178	\$ 64,383	\$ 128,767	
Registered Environmental Health Specialist						
L. Lord (24% of 1.0 FTE)	24%	0%	16%	60%	100%	
701110 Base Salaries	\$ 19,576	\$ -	\$ 13,051	\$ 48,941	\$ 81,568	
701200 Incentive Longevity	\$ 132	\$ -	\$ 88	\$ 550	\$ 550	
705110 Group Insurance	\$ 2,730	\$ -	\$ 1,820	\$ 6,825	\$ 11,375	
705115 Em. HSA Contributions	\$ 480	\$ -	\$ 320	\$ 1,200	\$ 2,000	
705210 Retirement	\$ 5,751	\$ -	\$ 3,834	\$ 14,378	\$ 23,963	
705230 Medicare	\$ 252	\$ -	\$ 168	\$ 630	\$ 1,050	
705320 Workmens Comp	\$ 235	\$ -	\$ 157	\$ 587	\$ 979	
705330 Unemploy Comp	\$ 16	\$ -	\$ 11	\$ 41	\$ 68	
POSITION TOTAL	\$ 29,173	\$ -	\$ 19,448	\$ 72,601	\$ 121,552	
Office Assistant II						
J. Salim (11% of 1.0 FTE)	11%	0%	0%	89%	100%	
701110 Base Salaries	\$ 5,097	\$ -	\$ -	\$ 41,237	\$ 46,333	
701200 Incentive Longevity	\$ -	\$ -	\$ -	\$ -	\$ -	
705110 Group Insurance	\$ 972	\$ -	\$ -	\$ 7,861	\$ 8,833	
705115 Em. HSA Contributions	\$ 220	\$ -	\$ -	\$ 1,780	\$ 2,000	
705210 Retirement	\$ 1,487	\$ -	\$ -	\$ 12,033	\$ 13,521	
705230 Medicare	\$ 68	\$ -	\$ -	\$ 551	\$ 619	
705320 Workmens Comp	\$ 39	\$ -	\$ -	\$ 318	\$ 357	
705330 Unemploy Comp	\$ 8	\$ -	\$ -	\$ 63	\$ 71	
POSITION TOTAL	\$ 7,891	\$ -	\$ -	\$ 63,843	\$ 71,734	
701300 Overtime	\$ -	\$ -	\$ -	\$ -	\$ -	
PERSONNEL TOTAL	\$ 105,550	\$ 27,281	\$ 69,908	\$ 191,549	\$ 386,727	

<u>Training</u>					
710509 Registration	\$ -	\$ -		\$ -	\$ -
710512 Auto Expense	\$ -	\$ -		\$ -	\$ -
711210 Travel	\$ -	\$ -		\$ -	\$ -
Total Training	\$ -	\$ -	\$ -	\$ -	\$ -
<u>Supplies</u>					
710300 Operating Supplies	\$ -	\$ -		\$ -	\$ -
710334 Copy Machine	\$ -	\$ -		\$ -	\$ -
710350 Office Supplies	\$ -	\$ -		\$ -	\$ -
710355 Books and Subscriptions (American Water Works Assoc. Standards)	\$ -	\$ -		\$ -	\$ -
710361 Postage	\$ 562	\$ -		\$ -	\$ 562
710502 Printing	\$ -				\$ -
Total Supplies	\$ 562	\$ -	\$ -	\$ -	\$ 562
<u>Other</u>					
710100 Other Professional Services	\$ -	\$ -		\$ -	\$ -
710503 License and Permits	\$ -	\$ -		\$ -	\$ -
710508 Telephone	\$ -	\$ -		\$ -	\$ -
710529 Dues	\$ -	\$ -		\$ -	\$ -
711100 ESD Asset Mgmt.	\$ -	\$ -		\$ -	\$ -
711113 Equip Srv Replacement	\$ -	\$ -		\$ -	\$ -
711114 Equip Srv O & M	\$ -	\$ -		\$ -	\$ -
711117 ESD Fuel Charge	\$ -	\$ -		\$ -	\$ -
711119 Property and Liability	\$ -	\$ -		\$ -	\$ -
711504 Minor Furniture & Equipment	\$ -	\$ -		\$ -	\$ -
Total Other	\$ -	\$ -	\$ -	\$ -	\$ -
<u>Indirect</u>					
431105 Indirect Cost -17.8% applied to direct expenses	\$ 18,888				
Total Indirect	\$ 18,888	\$ -	\$ -	\$ -	\$ 18,888
TOTAL GRANT EXPENSES					
	\$ 125,000	\$ 27,281	\$ 69,908	\$ 191,549	\$ 413,738

ATTACHMENT B

Additional Agency Terms and Conditions

ATTACHMENT B
NDEP ADDITIONAL TERMS & CONDITIONS
CONTRACT CONTROL #DEP 20-005

1. For contracts utilizing federal funds, the Nevada Division of Environmental Protection (NDEP) shall pay no more compensation per individual (including any subcontractors) than the federal Executive Service Level 4 (U.S. Code) daily rate (exclusive of fringe benefits): This limitation applies to consultation services of designated individuals with specialized skills who are paid at a daily or hourly rate. The current Level 4 rate is \$78.94 per hour.

2. *NDEP shall only reimburse the Contractor for actual cash disbursed.* Invoices may be provided via email or facsimile and must be received by NDEP no later than forty (40) calendar days after the end of a month or quarter except:

- at the end of the fiscal year of the State of Nevada (June 30th), at which time invoices must be received by the first Friday in August of the same calendar year;
- at the expiration date of the grant, or the effective date of the revocation of the contract, at which times original invoices must be received by NDEP no later than thirty-five (35) calendar days after this date.

Failure of the Contractor to submit billings according to the prescribed timeframes authorizes NDEP, in its sole discretion, to collect or withhold a penalty of ten percent (10%) of the amount being requested for each week or portion of a week that the billing is late. The Contractor shall provide with each invoice a detailed fiscal summary that includes the approved contract budget, expenditures for the current period, cumulative expenditures to date, and balance remaining for each budget category. If match is required pursuant to paragraph 3 below, a similar fiscal summary of match expenditures must accompany each invoice. The Contractor shall obtain prior approval to transfer funds between budget categories if the funds to be transferred are greater than ten percent (10%) cumulative of the total Contract amount.

3. If match is required, the Contractor shall, as part of its approved Scope of Work or Workplan and budget under this Contract, provide third party match funds of not less than: \$ N/A . If match funds are required, the Contractor shall comply with additional record-keeping requirements as specified in 48 CFR 31.2 (which, if applicable, is attached hereto and by this reference is incorporated herein and made part of this contract).

4. Unless otherwise provided in the Scope of Work or Workplan, the Contractor shall submit quarterly reports or other deliverables within ten (10) calendar days after the end of each quarter.

5. At the sole discretion of NDEP, payments will not be made by NDEP unless all required reports or deliverables have been submitted to and approved by NDEP within the Scope of Work /Workplan agreed to.

6. Any funds obligated by NDEP under this Contract that are not expended by the Contractor shall automatically revert back to NDEP upon the completion, termination or cancellation of this Contract. NDEP shall not have any obligation to re-award or to provide, in any manner, such unexpended funds to the Contractor. The Contractor shall have no claim of any sort to such unexpended funds.

7. For contracts utilizing federal funds, the Contractor shall ensure, to the fullest extent possible, that at least the "fair share" percentages as stated below for prime contracts for construction, services, supplies or equipment are made available to Disadvantaged Business Enterprise (DBE) organizations owned or controlled by Minority Business Enterprise (MBE) or (Women Business Enterprise (WBE).

	MBE	WBE
Construction	2%	2%
Services	1%	2%
Supplies	1%	1%
Equipment	1%	1%

The Contractor agrees and is required to utilize the following seven affirmative steps:

- a. Include in its bid documents applicable "fair share" percentages as stated above and require all of its prime contractors to include in their bid documents for subcontracts the "fair share" percentages;
- b. Include qualified MBEs and WBEs on solicitation lists;
- c. Assure that MBEs, and WBEs are solicited whenever they are potential sources;
- d. Divide total requirements, when economically feasible, into small tasks or quantities to permit maximum participation of MBEs, and WBEs;
- e. Establish delivery schedules, where the requirements of the work permit, which will encourage participation by MBEs, and WBEs;
- f. Use the services and assistance of the Small Business Administration and the Minority Business Development Agency, U.S. Department of commerce as appropriate; and
- g. If a subcontractor awards contracts/procurements, require the subcontractor to take the affirmative steps in subparagraphs a. through e. of this condition.

8. The Contractor shall complete and submit to NDEP a Minority Business Enterprise/Woman Business Enterprise (MBE/WBE) Utilization Report (EPA Form 5700-52A) within fifteen (15) calendar days after the end of each federal fiscal year (September 30th) for each year this Contract is in effect and within fifteen (15) calendar days after the termination date of this Contract.

9. Unless otherwise provided in the Scope of Work or Workplan, when issuing statements, press releases, requests for proposals, bid solicitations and other documents describing projects or programs funded in whole or in part with funds provided under this Contract, the Contractor shall clearly state that funding for the project or program was provided by the Nevada Division of Environmental Protection and, if applicable, the U.S. Environmental Protection Agency. The Contractor will ensure that NDEP is given credit in all approved official publications relative to this specific project and that the content of such publications will be coordinated with NDEP prior to being published.

10. Unless otherwise provided in the Scope of Work or Workplan, all property purchased with funds provided pursuant to this Contract is the property of NDEP and shall, if NDEP elects within four (4) years after the completion, termination or cancellation of this Contract or after the conclusion of the use of the property for the purposes of this Contract during its term, be returned to NDEP at the Contractor's expense. Such property includes but is not limited to vehicles, computers, software, modems, calculators, radios, and analytical and safety equipment. The Contractor shall use all purchased property in accordance with local, state and federal law, and shall use the property only for Contract purposes unless otherwise agreed to in writing by NDEP.

For any unauthorized use of such property by the Contractor, NDEP may elect to terminate the Contract and to have the property immediately returned to NDEP by the Contractor at the Contractor's expense. To the extent authorized by law, the Contractor shall indemnify and save and hold the State of Nevada and NDEP harmless from any and all claims, causes of action or liability arising from any use or custody of the property by the Contractor or the Contractor's agents or employees or any subcontractor or their agents or employees.

11. The Contractor shall use recycled paper for all reports that are prepared as part of this Contract and delivered to NDEP. This requirement does not apply to standard forms.

12. The Contractor and any subcontractors shall obtain any necessary permission needed, before entering private or public property, to conduct activities related to the Scope of Work or Workplan. The property owner will be informed of the program, the type of data to be gathered, and the reason for the requested access to the property.

13. Nothing in this Contract shall be construed as a waiver of sovereign immunity by the State of Nevada. Any action brought to enforce this contract shall be brought in the First Judicial District Court of the State of Nevada. The Contractor and any of its subcontractors shall comply with all applicable local, state and federal laws in carrying out the obligations of this Contract, including all federal and state accounting procedures and requirements established in 2 CFR 1500 EPA Uniform Administrative Requirements, Cost Principles, and audit requirements for federal awards. The Contractor and any of its subcontractors shall also comply with the following:

- a. 40 CFR Part 7 - Nondiscrimination In Programs Receiving Federal Assistance From EPA
- b. 40 CFR Part 29 - Intergovernmental Review of EPA Programs and Activities.
- c. 40 CFR Part 31 - Uniform Administrative Requirements For Grants And Cooperative Agreements To State and Local Governments;
- d. 40 CFR Part 32 - Government-wide Debarment And Suspension (Non-procurement) And Government-wide Requirements For Drug-Free Workplace (Grants);
- e. 40 CFR Part 34 - Lobbying Activities;
- f. 40 CFR Part 35, Subpart O - Cooperative Agreements And Superfund State Contracts For Superfund Response Actions (Superfund Only); and
- g. The Hotel and Motel Fire Safety Act of 1990.

Staff Report
Board Meeting Date: September 10, 2020

DATE: September 2, 2020

TO: District Board of Health

FROM: Nancy Kerns Cummins, Fiscal Compliance Officer
775-328-2419, nkcummins@washoecounty.us

SUBJECT: Approve the Terms and Conditions of the Coronavirus Relief Fund Agreement between Washoe County Health District and the State of Nevada, Governor's Finance Office in the amount of \$500,000.00 retroactive to March 1, 2020 through December 30, 2020 to enforce the provisions of sections 4 to 15, inclusive, of Senate Bill 4 of the 32nd (2020) Special Session of the Nevada Legislature and authorize the District Health Officer to execute the Agreement and Eligibility Certification.

SUMMARY

The Washoe County District Board of Health must approve and execute Interlocal Agreements and amendments to the adopted budget. The District Health Officer is authorized to execute agreements on the Board of Health's behalf up to \$100,000.00 per contractor; over \$100,000.00 would require the approval of the Board. When a Declaration of Emergency is in effect the District Health Officer may execute agreements that exceed \$100,000 if the item is then presented for approval to the District Board of Health at their next meeting.

District Board of Health strategic priority:

- 4. Impactful Partnerships:** Extend our impact by leveraging partnerships to make meaningful progress on health issues.

PREVIOUS ACTION

No previous action.

BACKGROUND

This agreement provides direct payment of \$500,000.00 to Washoe County Health District from the allocation of funds to the State of Nevada from the federal Coronavirus Relief Fund, pursuant to section 601 (a) of the Social Security act, as added by section 5001 of the coronavirus Aid, Relief, and Economic Security Act (CARES Act).

The 32nd (2020) Special Session of the Nevada Legislature passed SB 4 relating to public health in licensed gaming establishments. The Bill requires the Nevada Department of Health and Human Services to establish minimum standards for cleaning in public accommodation facilities in certain

ADMINISTRATIVE HEALTH SERVICES

1001 East Ninth Street | Reno, Nevada 89512

AHS Office: 775-328-2410 | Fax: 775-328-3752 | washoecounty.us/health

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counties and requires the Department to adopt regulations requiring such a facility to adopt protocols and plans concerning the prevention of and response to SARS-CoV-2. In addition, it provides one-time funding to health districts in larger counties for enforcement and inspection of facilities for compliance with such requirements.

Due to the time period specified in SB 4 for the State to provide this funding to the Health District, the State requested, and the District Health Officer executed the Agreement and Eligibility Certification on September 2, 2020 as allowed under the Declaration of Emergency.

FISCAL IMPACT

Should the Board approve this Agreement, a request will be made to the Board of County Commissioners to amend the adopted FY21 budget, increasing it by \$500,000.00 in the following accounts:

<u>Account Number</u>	<u>Description</u>	<u>Amount of Increase</u>
2002-IO-11751- 431100	Federal Grants	\$ 500,000.00
2002-IO-11751- 701412	Salary Adjustment	\$ 280,000.00
2002-IO-11751- 705360	Benefit Adjustment	\$ 120,000.00
2002-IO-11751- 710110	Contracted/Temp Services	\$ 50,000.00
2002-IO-11751- 710350	Office Supplies	\$ 2,000.00
2002-IO-11751- 710500	Other	\$ 45,000.00
2002-IO-11751- 710502	Printing	\$ 3,000.00

RECOMMENDATION

It is recommended that the District Board of Health approve the Terms and Conditions of the Coronavirus Relief Fund Agreement between Washoe County Health District and the State of Nevada, Governor's Finance Office in the amount of \$500,000.00 retroactive to March 1, 2020 through December 30, 2020 to enforce the provisions of sections 4 to 15, inclusive, of Senate Bill 4 of the 32nd (2020) Special Session of the Nevada Legislature and authorize the District Health Officer to execute the Agreement and Eligibility Certification.

POSSIBLE MOTION

Should the Board agree with staff's recommendation, a possible motion would be: "Move to approve the Terms and Conditions of the Coronavirus Relief Fund Agreement between Washoe County Health District and the State of Nevada, Governor's Finance Office in the amount of \$500,000.00 retroactive to March 1, 2020 through December 30, 2020 to enforce the provisions of sections 4 to 15, inclusive, of Senate Bill 4 of the 32nd (2020) Special Session of the Nevada Legislature and authorize the District Health Officer to execute the Agreement and Eligibility Certification."

CORONAVIRUS RELIEF FUND
ELIGIBILITY CERTIFICATION

I, Kevin Dick, am the chief executive of Washoe County Health District, and I certify that:

1. I have the authority on behalf of Washoe County Health District to request direct payment from the allocation of funds to the State of Nevada from the federal Coronavirus Relief Fund, pursuant to section 601 (a) of the Social Security Act, as added by section 5001 of the Coronavirus Aid, Relief, and Economic Security Act (CARES Act).
2. I understand that the State of Nevada will rely on this certification as a material representation in making a direct payment to Washoe County Health District.
3. I understand that Washoe County Health District will receive payment of the Coronavirus Relief Fund based on Senate Bill 4 (SB 4) of the 32nd (2020) Special Session of the Nevada Legislature, which states the Chief of the Budget Division of the Office of Finance shall transfer the sum of \$500,000 to the Washoe County Health District to enforce the provisions of sections 4 to 15, inclusive, of SB 4 and the regulations adopted thereto. I understand that all money transferred must be expended by the recipient health district on or before December 30, 2020. Any remaining balance of the money must not be committed for expenditure on or after December 30, 2020, by the recipient health district or any entity to which the money is granted or otherwise transferred in any manner, and any portion of the money remaining must not be spent for any purpose after December 30, 2020, by either the recipient health district or the entity to which the money was subsequently granted or transferred, and must be reverted back to the State of Nevada on or before December 30, 2020.
4. Washoe County Health District's proposed uses of the funds provided as payment under section 601 (a) of the Social Security Act will be used only to cover those costs that -
 - a. are necessary expenditures incurred due to the public health emergency with respect to the Coronavirus Disease 2019 (COVID-19) (“necessary expenditures”);
 - b. were not accounted for in the budget most recently approved as of March 27, 2020, for Washoe County; and
 - c. Were incurred during the period that begins on March 1, 2020 and ends on December 30, 2020.
5. To the extent actual qualified expenditures are less than the amount allocated to Washoe County Health District and/or if funds have not been used to cover necessary expenditures pursuant to this certification by December 30, 2020, Washoe County Health District agrees to return the balance of unspent funds to the State of Nevada on or before March 1, 2021.

6. Funds provided as a direct payment from the State of Nevada pursuant to this certification will adhere to the *Coronavirus Relief Fund Terms and Conditions for Allocations* and official federal guidance issued or to be issued, on what constitutes a necessary expenditure (current guidance provided in Appendix A and <https://home.treasury.gov/policy-issues/cares/state-and-local-governments>). Any funds expended by Washoe County Health District or its grantee(s) that fail to comply in any manner with official federal guidance shall be booked as a debt owed to the State of Nevada and subsequently collected and returned to the Federal Government. Amounts recovered shall be returned to the State of Nevada through deposit into the State's General Fund. Washoe County Health District further agrees that any determination by the Federal Government that it or its grantee(s) failed to comply with federal guidance shall be a final determination binding on itself and its grantee(s).
7. Funding provided as a direct payment from the State of Nevada pursuant to this certification is contingent on Washoe County Health District's adherence to the Governor's emergency directives and guidance from the Local Empowerment Advisory Panel (LEAP), including, but not limited to, the State's face-covering mandate, restrictions on social and public gatherings, social distancing mandates, and restrictions on the occupancy of businesses and restaurants, as well as any subsequent emergency directives or executive orders related to the COVID-19 health crisis capacity. Washoe County Health District hereby acknowledges the requirements of this section and certifies ongoing compliance with this section as a requirement for allocation of funding set forth in this certification.
8. Within 30 days of Washoe County Health District receiving its Coronavirus Relief Fund allocation from the State of Nevada, Washoe County Health District will be required to submit a plan to GFO summarizing the process and criteria it will use for expending funds within its organization and/or awarding to any grantee(s) for review of compliance with Treasury Guidance. GFO will provide guidance on specific plan requirements to be submitted.
9. Washoe County Health District and its grantee(s) receiving funds pursuant to this certification shall retain documentation of all uses of the funds, including but not limited to invoices and/or sales receipts and documentation of how payments meet federal criteria for necessary expenditures incurred due to the public health emergency with respect to COVID-19. I acknowledge that all records and expenditures are subject to audit by the United States Department of Treasury's Inspector General, the State of Nevada, or designee and I agree that Washoe County Health District will provide and cooperate with any information and documentation requests necessary to evaluate compliance and will require any and all grantee(s) to also provide and cooperate with any such requests.
10. Washoe County Health District will report monthly on incurred expenses in a form prescribed by the GFO, and will cooperate in creating and retaining appropriate documentation to demonstrate that the proposed uses meet the requirements of section 601 (a) of the Social Security Act, as added by section 5001 of the Coronavirus Aid, Relief, and Economic Security Act (CARES Act). Additionally, documentation will be produced to the State of Nevada on March 1, 2021 showing all CRF expenses and a reconciliation of the funding received.

11. Washoe County Health District understands that payment from the CRF is considered to be federal financial assistance subject to the Single Audit Act (31 U.S.C. §§ 7501-7507) and the related provisions of the Uniform Guidance, 2 C.F.R. § 200.303 regarding internal controls, §§ 200.330 through 200.332 regarding subrecipient monitoring and management, and subpart F regarding audit requirements. Fund payments are subject to the following requirements in the Uniform Guidance (2 C.F.R. Part 200): 2 C.F.R. § 200.303 regarding internal controls, 2 C.F.R. §§ 200.330 through 200.332 regarding subrecipient monitoring and management, and subpart F regarding audit requirements. Fund payments to subrecipients would count toward the threshold of the Single Audit Act and 2 C.F.R. part 200, subpart F regarding audit requirements. Subrecipients are subject to a single audit or program specific audit pursuant to 2 C.F.R. § 200.501(a) when the subrecipients spend \$750,000 or more in federal awards during their fiscal year.
12. Washoe County Health District understands that any funds provided pursuant to this certification cannot be used as a revenue replacement for lower than expected tax or other revenue collections and will notify each grant applicant of this obligation.
13. Washoe County Health District understands that funds received pursuant to this certification cannot be used for expenditures for which a local government entity, political subdivision or its grantee(s) has received any other emergency COVID-19 supplemental funding (whether state, federal or private in nature) for that same expense and will notify each grant applicant of this obligation.
14. I acknowledge that Washoe County Health District has an affirmative obligation to identify and report any duplication of benefits. I understand that the State of Nevada has an obligation and the authority to deobligate or offset any duplicated benefits.
15. Washoe County Health District understands that the State of Nevada may amend this Certification at any time provided that such amendments make specific reference to the Certification, and are executed in writing, and signed by a duly authorized representative of Washoe County Health District and the State of Nevada. Such amendments shall not invalidate the Certification, nor relieve or release either party from any obligations under the Certification. I understand the amendment will be used whenever there are changes to the originally approved terms and conditions resulting from but not limited to issues arising from additional Department of Treasury or federal compliance requirements or guidance.
16. Washoe County Health District understands that the following administrative provisions apply to this award:
 - a. LEGAL AUTHORITY: As the chief executive of Washoe County Health District, Kevin Dick has the legal authority to enter into this agreement and the institutional managerial and financial capability to ensure proper planning, management and completion of the intended fund use.
 - b. PRINCIPAL CONTACTS: Individuals listed below are authorized to act in their respective areas for matters related to the transfer and administration of this fund payment.

Principal Sub-Recipient Administrative Contact	Principal State of Nevada Administrative Contact
Name: Anna Heenan Title: Administrative Health Services Officer Entity Name: Washoe County Health District Department: Administrative Health Services Address: 1001 E. 9th Street Bldg B Reno, NV 89512-2845 Telephone: 775-328-2417 Email: aheenan@washoecounty.us Vendor #: T40283400Q DUNS #: 073786998	Name: State of Nevada, Governor's Finance Office Address: 209 E. Musser, Room 200 Carson City, NV, 89701 Telephone: 775-684-0222 Email: covid19@finance.nv.gov Fed. Awarding Agency: US Dept. of Treasury CFDA #: 21.019 - Coronavirus Relief Fund (CRF) Period of Performance: 03/01/2020 - 12/30/2020

I certify under the penalties of perjury, that I have read the above certification and my statements contained herein are true and correct to the best of my knowledge.

By: Kevin Dick

Signature: _____

Title: District Health Officer

Date: _____

Subscribed and sworn to before me this _____ day of _____, 2020.

Notary Public

My commission expires _____.

APPENDIX A

Coronavirus Relief Fund Guidance for State, Territorial, Local, and Tribal Governments Updated June 30, 2020¹

The purpose of this document is to provide guidance to recipients of the funding available under section 601(a) of the Social Security Act, as added by section 5001 of the Coronavirus Aid, Relief, and Economic Security Act (“CARES Act”). The CARES Act established the Coronavirus Relief Fund (the “Fund”) and appropriated \$150 billion to the Fund. Under the CARES Act, the Fund is to be used to make payments for specified uses to States and certain local governments; the District of Columbia and U.S. Territories (consisting of the Commonwealth of Puerto Rico, the United States Virgin Islands, Guam, American Samoa, and the Commonwealth of the Northern Mariana Islands); and Tribal governments.

The CARES Act provides that payments from the Fund may only be used to cover costs that—

1. are necessary expenditures incurred due to the public health emergency with respect to the Coronavirus Disease 2019 (COVID-19);
2. were not accounted for in the budget most recently approved as of March 27, 2020 (the date of enactment of the CARES Act) for the State or government; and
3. were incurred during the period that begins on March 1, 2020, and ends on December 30, 2020.²

The guidance that follows sets forth the Department of the Treasury’s interpretation of these limitations on the permissible use of Fund payments.

Necessary expenditures incurred due to the public health emergency

The requirement that expenditures be incurred “due to” the public health emergency means that expenditures must be used for actions taken to respond to the public health emergency. These may include expenditures incurred to allow the State, territorial, local, or Tribal government to respond directly to the emergency, such as by addressing medical or public health needs, as well as expenditures incurred to respond to second-order effects of the emergency, such as by providing economic support to those suffering from employment or business interruptions due to COVID-19-related business closures.

Funds may not be used to fill shortfalls in government revenue to cover expenditures that would not otherwise qualify under the statute. Although a broad range of uses is allowed, revenue replacement is not a permissible use of Fund payments.

The statute also specifies that expenditures using Fund payments must be “necessary.” The Department of the Treasury understands this term broadly to mean that the expenditure is reasonably necessary for its intended use in the reasonable judgment of the government officials responsible for spending Fund payments.

Costs not accounted for in the budget most recently approved as of March 27, 2020

The CARES Act also requires that payments be used only to cover costs that were not accounted for in the budget most recently approved as of March 27, 2020. A cost meets this requirement if either (a) the

¹ This version updates the guidance provided under “Costs incurred during the period that begins on March 1, 2020 and ends on December 30, 2020”.

² See Section 601(d) of the Social Security Act, as added by section 5001 of the CARES Act.

cost cannot lawfully be funded using a line item, allotment, or allocation within that budget *or* (b) the cost is for a substantially different use from any expected use of funds in such a line item, allotment, or allocation.

The “most recently approved” budget refers to the enacted budget for the relevant fiscal period for the particular government, without taking into account subsequent supplemental appropriations enacted or other budgetary adjustments made by that government in response to the COVID-19 public health emergency. A cost is not considered to have been accounted for in a budget merely because it could be met using a budgetary stabilization fund, rainy day fund, or similar reserve account.

Costs incurred during the period that begins on March 1, 2020, and ends on December 30, 2020

Finally, the CARES Act provides that payments from the Fund may only be used to cover costs that were incurred during the period that begins on March 1, 2020 and ends on December 30, 2020 (the “covered period”). Putting this requirement together with the other provisions discussed above, section 601(d) may be summarized as providing that a State, local, or tribal government may use payments from the Fund only to cover previously unbudgeted costs of necessary expenditures incurred due to the COVID-19 public health emergency during the covered period.

Initial guidance released on April 22, 2020, provided that the cost of an expenditure is incurred when the recipient has expended funds to cover the cost. Upon further consideration and informed by an understanding of State, local, and tribal government practices, Treasury is clarifying that for a cost to be considered to have been incurred, performance or delivery must occur during the covered period but payment of funds need not be made during that time (though it is generally expected that this will take place within 90 days of a cost being incurred). For instance, in the case of a lease of equipment or other property, irrespective of when payment occurs, the cost of a lease payment shall be considered to have been incurred for the period of the lease that is within the covered period, but not otherwise. Furthermore, in all cases it must be necessary that performance or delivery take place during the covered period. Thus the cost of a good or service received during the covered period will not be considered eligible under section 601(d) if there is no need for receipt until after the covered period has expired.

Goods delivered in the covered period need not be used during the covered period in all cases. For example, the cost of a good that must be delivered in December in order to be available for use in January could be covered using payments from the Fund. Additionally, the cost of goods purchased in bulk and delivered during the covered period may be covered using payments from the Fund if a portion of the goods is ordered for use in the covered period, the bulk purchase is consistent with the recipient’s usual procurement policies and practices, and it is impractical to track and record when the items were used. A recipient may use payments from the Fund to purchase a durable good that is to be used during the current period and in subsequent periods if the acquisition in the covered period was necessary due to the public health emergency.

Given that it is not always possible to estimate with precision when a good or service will be needed, the touchstone in assessing the determination of need for a good or service during the covered period will be reasonableness at the time delivery or performance was sought, *e.g.*, the time of entry into a procurement contract specifying a time for delivery. Similarly, in recognition of the likelihood of supply chain disruptions and increased demand for certain goods and services during the COVID-19 public health emergency, if a recipient enters into a contract requiring the delivery of goods or performance of services by December 30, 2020, the failure of a vendor to complete delivery or services by December 30, 2020, will not affect the ability of the recipient to use payments from the Fund to cover the cost of such goods or services if the delay is due to circumstances beyond the recipient’s control.

This guidance applies in a like manner to costs of subrecipients. Thus, a grant or loan, for example, provided by a recipient using payments from the Fund must be used by the subrecipient only to purchase (or reimburse a purchase of) goods or services for which receipt both is needed within the covered period and occurs within the covered period. The direct recipient of payments from the Fund is ultimately responsible for compliance with this limitation on use of payments from the Fund.

Nonexclusive examples of eligible expenditures

Eligible expenditures include, but are not limited to, payment for:

1. Medical expenses such as:
 - COVID-19-related expenses of public hospitals, clinics, and similar facilities.
 - Expenses of establishing temporary public medical facilities and other measures to increase COVID-19 treatment capacity, including related construction costs.
 - Costs of providing COVID-19 testing, including serological testing.
 - Emergency medical response expenses, including emergency medical transportation, related to COVID-19.
 - Expenses for establishing and operating public telemedicine capabilities for COVID-19-related treatment.
2. Public health expenses such as:
 - Expenses for communication and enforcement by State, territorial, local, and Tribal governments of public health orders related to COVID-19.
 - Expenses for acquisition and distribution of medical and protective supplies, including sanitizing products and personal protective equipment, for medical personnel, police officers, social workers, child protection services, and child welfare officers, direct service providers for older adults and individuals with disabilities in community settings, and other public health or safety workers in connection with the COVID-19 public health emergency.
 - Expenses for disinfection of public areas and other facilities, *e.g.*, nursing homes, in response to the COVID-19 public health emergency.
 - Expenses for technical assistance to local authorities or other entities on mitigation of COVID-19-related threats to public health and safety.
 - Expenses for public safety measures undertaken in response to COVID-19.
 - Expenses for quarantining individuals.
3. Payroll expenses for public safety, public health, health care, human services, and similar employees whose services are substantially dedicated to mitigating or responding to the COVID-19 public health emergency.
4. Expenses of actions to facilitate compliance with COVID-19-related public health measures, such as:
 - Expenses for food delivery to residents, including, for example, senior citizens and other vulnerable populations, to enable compliance with COVID-19 public health precautions.
 - Expenses to facilitate distance learning, including technological improvements, in connection with school closings to enable compliance with COVID-19 precautions.
 - Expenses to improve telework capabilities for public employees to enable compliance with COVID-19 public health precautions.

- Expenses of providing paid sick and paid family and medical leave to public employees to enable compliance with COVID-19 public health precautions.
 - COVID-19-related expenses of maintaining state prisons and county jails, including as relates to sanitation and improvement of social distancing measures, to enable compliance with COVID-19 public health precautions.
 - Expenses for care for homeless populations provided to mitigate COVID-19 effects and enable compliance with COVID-19 public health precautions.
5. Expenses associated with the provision of economic support in connection with the COVID-19 public health emergency, such as:
 - Expenditures related to the provision of grants to small businesses to reimburse the costs of business interruption caused by required closures.
 - Expenditures related to a State, territorial, local, or Tribal government payroll support program.
 - Unemployment insurance costs related to the COVID-19 public health emergency if such costs will not be reimbursed by the federal government pursuant to the CARES Act or otherwise.
 6. Any other COVID-19-related expenses reasonably necessary to the function of government that satisfy the Fund’s eligibility criteria.

Nonexclusive examples of ineligible expenditures³

The following is a list of examples of costs that would *not* be eligible expenditures of payments from the Fund.

1. Expenses for the State share of Medicaid.⁴
2. Damages covered by insurance.
3. Payroll or benefits expenses for employees whose work duties are not substantially dedicated to mitigating or responding to the COVID-19 public health emergency.
4. Expenses that have been or will be reimbursed under any federal program, such as the reimbursement by the federal government pursuant to the CARES Act of contributions by States to State unemployment funds.
5. Reimbursement to donors for donated items or services.
6. Workforce bonuses other than hazard pay or overtime.
7. Severance pay.
8. Legal settlements.

³ In addition, pursuant to section 5001(b) of the CARES Act, payments from the Fund may not be expended for an elective abortion or on research in which a human embryo is destroyed, discarded, or knowingly subjected to risk of injury or death. The prohibition on payment for abortions does not apply to an abortion if the pregnancy is the result of an act of rape or incest; or in the case where a woman suffers from a physical disorder, physical injury, or physical illness, including a life-endangering physical condition caused by or arising from the pregnancy itself, that would, as certified by a physician, place the woman in danger of death unless an abortion is performed. Furthermore, no government which receives payments from the Fund may discriminate against a health care entity on the basis that the entity does not provide, pay for, provide coverage of, or refer for abortions.

⁴ See 42 C.F.R. § 433.51 and 45 C.F.R. § 75.306.

**Coronavirus Relief Fund
Frequently Asked Questions
Updated as of August 10, 2020¹**

The following answers to frequently asked questions supplement Treasury’s Coronavirus Relief Fund (“Fund”) Guidance for State, Territorial, Local, and Tribal Governments, dated April 22, 2020, (“Guidance”).¹ Amounts paid from the Fund are subject to the restrictions outlined in the Guidance and set forth in section 601(d) of the Social Security Act, as added by section 5001 of the Coronavirus Aid, Relief, and Economic Security Act (“CARES Act”).

A. Eligible Expenditures

1. *Are governments required to submit proposed expenditures to Treasury for approval?*

No. Governments are responsible for making determinations as to what expenditures are necessary due to the public health emergency with respect to COVID-19 and do not need to submit any proposed expenditures to Treasury.

2. *The Guidance says that funding can be used to meet payroll expenses for public safety, public health, health care, human services, and similar employees whose services are substantially dedicated to mitigating or responding to the COVID-19 public health emergency. How does a government determine whether payroll expenses for a given employee satisfy the “substantially dedicated” condition?*

The Fund is designed to provide ready funding to address unforeseen financial needs and risks created by the COVID-19 public health emergency. For this reason, and as a matter of administrative convenience in light of the emergency nature of this program, a State, territorial, local, or Tribal government may presume that payroll costs for public health and public safety employees are payments for services substantially dedicated to mitigating or responding to the COVID-19 public health emergency, unless the chief executive (or equivalent) of the relevant government determines that specific circumstances indicate otherwise.

3. *The Guidance says that a cost was not accounted for in the most recently approved budget if the cost is for a substantially different use from any expected use of funds in such a line item, allotment, or allocation. What would qualify as a “substantially different use” for purposes of the Fund eligibility?*

Costs incurred for a “substantially different use” include, but are not necessarily limited to, costs of personnel and services that were budgeted for in the most recently approved budget but which, due entirely to the COVID-19 public health emergency, have been diverted to substantially different functions. This would include, for example, the costs of redeploying corrections facility staff to enable compliance with COVID-19 public health precautions through work such as enhanced sanitation or enforcing social distancing measures; the costs of redeploying police to support management and enforcement of stay-at-home orders; or the costs of diverting educational support staff or faculty to develop online learning capabilities, such as through providing information technology support that is not part of the staff or faculty’s ordinary responsibilities.

¹ On August 10, 2020, these Frequently Asked Questions were revised to add Questions 49–52. The previous revision was made on July 8.

² The Guidance is available at <https://home.treasury.gov/system/files/136/Coronavirus-Relief-Fund-Guidance-for-State-Territorial-Local-and-Tribal-Governments.pdf>.

Note that a public function does not become a “substantially different use” merely because it is provided from a different location or through a different manner. For example, although developing online instruction capabilities may be a substantially different use of funds, online instruction itself is not a substantially different use of public funds than classroom instruction.

4. *May a State receiving a payment transfer funds to a local government?*

Yes, provided that the transfer qualifies as a necessary expenditure incurred due to the public health emergency and meets the other criteria of section 601(d) of the Social Security Act. Such funds would be subject to recoupment by the Treasury Department if they have not been used in a manner consistent with section 601(d) of the Social Security Act.

5. *May a unit of local government receiving a Fund payment transfer funds to another unit of government?*

Yes. For example, a county may transfer funds to a city, town, or school district within the county and a county or city may transfer funds to its State, provided that the transfer qualifies as a necessary expenditure incurred due to the public health emergency and meets the other criteria of section 601(d) of the Social Security Act outlined in the Guidance. For example, a transfer from a county to a constituent city would not be permissible if the funds were intended to be used simply to fill shortfalls in government revenue to cover expenditures that would not otherwise qualify as an eligible expenditure.

6. *Is a Fund payment recipient required to transfer funds to a smaller, constituent unit of government within its borders?*

No. For example, a county recipient is not required to transfer funds to smaller cities within the county’s borders.

7. *Are recipients required to use other federal funds or seek reimbursement under other federal programs before using Fund payments to satisfy eligible expenses?*

No. Recipients may use Fund payments for any expenses eligible under section 601(d) of the Social Security Act outlined in the Guidance. Fund payments are not required to be used as the source of funding of last resort. However, as noted below, recipients may not use payments from the Fund to cover expenditures for which they will receive reimbursement.

8. *Are there prohibitions on combining a transaction supported with Fund payments with other CARES Act funding or COVID-19 relief Federal funding?*

Recipients will need to consider the applicable restrictions and limitations of such other sources of funding. In addition, expenses that have been or will be reimbursed under any federal program, such as the reimbursement by the federal government pursuant to the CARES Act of contributions by States to State unemployment funds, are not eligible uses of Fund payments.

9. *Are States permitted to use Fund payments to support state unemployment insurance funds generally?*

To the extent that the costs incurred by a state unemployment insurance fund are incurred due to the COVID-19 public health emergency, a State may use Fund payments to make payments to its respective state unemployment insurance fund, separate and apart from such State's obligation to the unemployment insurance fund as an employer. This will permit States to use Fund payments to prevent expenses related to the public health emergency from causing their state unemployment insurance funds to become insolvent.

10. *Are recipients permitted to use Fund payments to pay for unemployment insurance costs incurred by the recipient as an employer?*

Yes, Fund payments may be used for unemployment insurance costs incurred by the recipient as an employer (for example, as a reimbursing employer) related to the COVID-19 public health emergency if such costs will not be reimbursed by the federal government pursuant to the CARES Act or otherwise.

11. *The Guidance states that the Fund may support a "broad range of uses" including payroll expenses for several classes of employees whose services are "substantially dedicated to mitigating or responding to the COVID-19 public health emergency." What are some examples of types of covered employees?*

The Guidance provides examples of broad classes of employees whose payroll expenses would be eligible expenses under the Fund. These classes of employees include public safety, public health, health care, human services, and similar employees whose services are substantially dedicated to mitigating or responding to the COVID-19 public health emergency. Payroll and benefit costs associated with public employees who could have been furloughed or otherwise laid off but who were instead repurposed to perform previously unbudgeted functions substantially dedicated to mitigating or responding to the COVID-19 public health emergency are also covered. Other eligible expenditures include payroll and benefit costs of educational support staff or faculty responsible for developing online learning capabilities necessary to continue educational instruction in response to COVID-19-related school closures. Please see the Guidance for a discussion of what is meant by an expense that was not accounted for in the budget most recently approved as of March 27, 2020.

12. *In some cases, first responders and critical health care workers that contract COVID-19 are eligible for workers' compensation coverage. Is the cost of this expanded workers compensation coverage eligible?*

Increased workers compensation cost to the government due to the COVID-19 public health emergency incurred during the period beginning March 1, 2020, and ending December 30, 2020, is an eligible expense.

13. *If a recipient would have decommissioned equipment or not renewed a lease on particular office space or equipment but decides to continue to use the equipment or to renew the lease in order to respond to the public health emergency, are the costs associated with continuing to operate the equipment or the ongoing lease payments eligible expenses?*

Yes. To the extent the expenses were previously unbudgeted and are otherwise consistent with section 601(d) of the Social Security Act outlined in the Guidance, such expenses would be eligible.

14. *May recipients provide stipends to employees for eligible expenses (for example, a stipend to employees to improve telework capabilities) rather than require employees to incur the eligible cost and submit for reimbursement?*

Expenditures paid for with payments from the Fund must be limited to those that are necessary due to the public health emergency. As such, unless the government were to determine that providing assistance in the form of a stipend is an administrative necessity, the government should provide such assistance on a reimbursement basis to ensure as much as possible that funds are used to cover only eligible expenses.

15. *May Fund payments be used for COVID-19 public health emergency recovery planning?*

Yes. Expenses associated with conducting a recovery planning project or operating a recovery coordination office would be eligible, if the expenses otherwise meet the criteria set forth in section 601(d) of the Social Security Act outlined in the Guidance.

16. *Are expenses associated with contact tracing eligible?*

Yes, expenses associated with contract tracing are eligible.

17. *To what extent may a government use Fund payments to support the operations of private hospitals?*

Governments may use Fund payments to support public or private hospitals to the extent that the costs are necessary expenditures incurred due to the COVID-19 public health emergency, but the form such assistance would take may differ. In particular, financial assistance to private hospitals could take the form of a grant or a short-term loan.

18. *May payments from the Fund be used to assist individuals with enrolling in a government benefit program for those who have been laid off due to COVID-19 and thereby lost health insurance?*

Yes. To the extent that the relevant government official determines that these expenses are necessary and they meet the other requirements set forth in section 601(d) of the Social Security Act outlined in the Guidance, these expenses are eligible.

19. *May recipients use Fund payments to facilitate livestock depopulation incurred by producers due to supply chain disruptions?*

Yes, to the extent these efforts are deemed necessary for public health reasons or as a form of economic support as a result of the COVID-19 health emergency.

20. *Would providing a consumer grant program to prevent eviction and assist in preventing homelessness be considered an eligible expense?*

Yes, assuming that the recipient considers the grants to be a necessary expense incurred due to the COVID-19 public health emergency and the grants meet the other requirements for the use of Fund payments under section 601(d) of the Social Security Act outlined in the Guidance. As a general matter, providing assistance to recipients to enable them to meet property tax requirements would not be an eligible use of funds, but exceptions may be made in the case of assistance designed to prevent foreclosures.

21. *May recipients create a “payroll support program” for public employees?*

Use of payments from the Fund to cover payroll or benefits expenses of public employees are limited to those employees whose work duties are substantially dedicated to mitigating or responding to the COVID-19 public health emergency.

22. *May recipients use Fund payments to cover employment and training programs for employees that have been furloughed due to the public health emergency?*

Yes, this would be an eligible expense if the government determined that the costs of such employment and training programs would be necessary due to the public health emergency.

23. *May recipients use Fund payments to provide emergency financial assistance to individuals and families directly impacted by a loss of income due to the COVID-19 public health emergency?*

Yes, if a government determines such assistance to be a necessary expenditure. Such assistance could include, for example, a program to assist individuals with payment of overdue rent or mortgage payments to avoid eviction or foreclosure or unforeseen financial costs for funerals and other emergency individual needs. Such assistance should be structured in a manner to ensure as much as possible, within the realm of what is administratively feasible, that such assistance is necessary.

24. *The Guidance provides that eligible expenditures may include expenditures related to the provision of grants to small businesses to reimburse the costs of business interruption caused by required closures. What is meant by a “small business,” and is the Guidance intended to refer only to expenditures to cover administrative expenses of such a grant program?*

Governments have discretion to determine what payments are necessary. A program that is aimed at assisting small businesses with the costs of business interruption caused by required closures should be tailored to assist those businesses in need of such assistance. The amount of a grant to a small business to reimburse the costs of business interruption caused by required closures would also be an eligible expenditure under section 601(d) of the Social Security Act, as outlined in the Guidance.

25. *The Guidance provides that expenses associated with the provision of economic support in connection with the public health emergency, such as expenditures related to the provision of grants to small businesses to reimburse the costs of business interruption caused by required closures, would constitute eligible expenditures of Fund payments. Would such expenditures be eligible in the absence of a stay-at-home order?*

Fund payments may be used for economic support in the absence of a stay-at-home order if such expenditures are determined by the government to be necessary. This may include, for example, a grant program to benefit small businesses that close voluntarily to promote social distancing measures or that are affected by decreased customer demand as a result of the COVID-19 public health emergency.

26. *May Fund payments be used to assist impacted property owners with the payment of their property taxes?*

Fund payments may not be used for government revenue replacement, including the provision of assistance to meet tax obligations.

27. *May Fund payments be used to replace foregone utility fees? If not, can Fund payments be used as a direct subsidy payment to all utility account holders?*

Fund payments may not be used for government revenue replacement, including the replacement of unpaid utility fees. Fund payments may be used for subsidy payments to electricity account holders to the extent that the subsidy payments are deemed by the recipient to be necessary expenditures incurred due to the COVID-19 public health emergency and meet the other criteria of section 601(d) of the Social Security Act outlined in the Guidance. For example, if determined to be a necessary expenditure, a government could provide grants to individuals facing economic hardship to allow them to pay their utility fees and thereby continue to receive essential services.

28. *Could Fund payments be used for capital improvement projects that broadly provide potential economic development in a community?*

In general, no. If capital improvement projects are not necessary expenditures incurred due to the COVID-19 public health emergency, then Fund payments may not be used for such projects.

However, Fund payments may be used for the expenses of, for example, establishing temporary public medical facilities and other measures to increase COVID-19 treatment capacity or improve mitigation measures, including related construction costs.

29. *The Guidance includes workforce bonuses as an example of ineligible expenses but provides that hazard pay would be eligible if otherwise determined to be a necessary expense. Is there a specific definition of “hazard pay”?*

Hazard pay means additional pay for performing hazardous duty or work involving physical hardship, in each case that is related to COVID-19.

30. *The Guidance provides that ineligible expenditures include “[p]ayroll or benefits expenses for employees whose work duties are not substantially dedicated to mitigating or responding to the COVID-19 public health emergency.” Is this intended to relate only to public employees?*

Yes. This particular nonexclusive example of an ineligible expenditure relates to public employees. A recipient would not be permitted to pay for payroll or benefit expenses of private employees and any financial assistance (such as grants or short-term loans) to private employers are not subject to the restriction that the private employers’ employees must be substantially dedicated to mitigating or responding to the COVID-19 public health emergency.

31. *May counties pre-pay with CARES Act funds for expenses such as a one or two-year facility lease, such as to house staff hired in response to COVID-19?*

A government should not make prepayments on contracts using payments from the Fund to the extent that doing so would not be consistent with its ordinary course policies and procedures.

32. *Must a stay-at-home order or other public health mandate be in effect in order for a government to provide assistance to small businesses using payments from the Fund?*

No. The Guidance provides, as an example of an eligible use of payments from the Fund, expenditures related to the provision of grants to small businesses to reimburse the costs of business interruption caused by required closures. Such assistance may be provided using amounts received from the Fund in the absence of a requirement to close businesses if the relevant government determines that such expenditures are necessary in response to the public health emergency.

33. *Should States receiving a payment transfer funds to local governments that did not receive payments directly from Treasury?*

Yes, provided that the transferred funds are used by the local government for eligible expenditures under the statute. To facilitate prompt distribution of Title V funds, the CARES Act authorized Treasury to make direct payments to local governments with populations in excess of 500,000, in amounts equal to 45% of the local government's per capita share of the statewide allocation. This statutory structure was based on a recognition that it is more administratively feasible to rely on States, rather than the federal government, to manage the transfer of funds to smaller local governments. Consistent with the needs of all local governments for funding to address the public health emergency, States should transfer funds to local governments with populations of 500,000 or less, using as a benchmark the per capita allocation formula that governs payments to larger local governments. This approach will ensure equitable treatment among local governments of all sizes.

For example, a State received the minimum \$1.25 billion allocation and had one county with a population over 500,000 that received \$250 million directly. The State should distribute 45 percent of the \$1 billion it received, or \$450 million, to local governments within the State with a population of 500,000 or less.

34. *May a State impose restrictions on transfers of funds to local governments?*

Yes, to the extent that the restrictions facilitate the State's compliance with the requirements set forth in section 601(d) of the Social Security Act outlined in the Guidance and other applicable requirements such as the Single Audit Act, discussed below. Other restrictions are not permissible.

35. *If a recipient must issue tax anticipation notes (TANs) to make up for tax due date deferrals or revenue shortfalls, are the expenses associated with the issuance eligible uses of Fund payments?*

If a government determines that the issuance of TANs is necessary due to the COVID-19 public health emergency, the government may expend payments from the Fund on the interest expense payable on TANs by the borrower and unbudgeted administrative and transactional costs, such as necessary payments to advisors and underwriters, associated with the issuance of the TANs.

36. *May recipients use Fund payments to expand rural broadband capacity to assist with distance learning and telework?*

Such expenditures would only be permissible if they are necessary for the public health emergency. The cost of projects that would not be expected to increase capacity to a significant extent until the need for distance learning and telework have passed due to this public health emergency would not be necessary due to the public health emergency and thus would not be eligible uses of Fund payments.

37. *Are costs associated with increased solid waste capacity an eligible use of payments from the Fund?*

Yes, costs to address increase in solid waste as a result of the public health emergency, such as relates to the disposal of used personal protective equipment, would be an eligible expenditure.

38. *May payments from the Fund be used to cover across-the-board hazard pay for employees working during a state of emergency?*

No. The Guidance says that funding may be used to meet payroll expenses for public safety, public health, health care, human services, and similar employees whose services are substantially dedicated to mitigating or responding to the COVID-19 public health emergency. Hazard pay is a form of payroll expense and is subject to this limitation, so Fund payments may only be used to cover hazard pay for such individuals.

39. *May Fund payments be used for expenditures related to the administration of Fund payments by a State, territorial, local, or Tribal government?*

Yes, if the administrative expenses represent an increase over previously budgeted amounts and are limited to what is necessary. For example, a State may expend Fund payments on necessary administrative expenses incurred with respect to a new grant program established to disburse amounts received from the Fund.

40. *May recipients use Fund payments to provide loans?*

Yes, if the loans otherwise qualify as eligible expenditures under section 601(d) of the Social Security Act as implemented by the Guidance. Any amounts repaid by the borrower before December 30, 2020, must be either returned to Treasury upon receipt by the unit of government providing the loan or used for another expense that qualifies as an eligible expenditure under section 601(d) of the Social Security Act. Any amounts not repaid by the borrower until after December 30, 2020, must be returned to Treasury upon receipt by the unit of government lending the funds.

41. *May Fund payments be used for expenditures necessary to prepare for a future COVID-19 outbreak?*

Fund payments may be used only for expenditures necessary to address the current COVID-19 public health emergency. For example, a State may spend Fund payments to create a reserve of personal protective equipment or develop increased intensive care unit capacity to support regions in its jurisdiction not yet affected, but likely to be impacted by the current COVID-19 pandemic.

42. *May funds be used to satisfy non-federal matching requirements under the Stafford Act?*

Yes, payments from the Fund may be used to meet the non-federal matching requirements for Stafford Act assistance to the extent such matching requirements entail COVID-19-related costs that otherwise satisfy the Fund's eligibility criteria and the Stafford Act. Regardless of the use of Fund payments for such purposes, FEMA funding is still dependent on FEMA's determination of eligibility under the Stafford Act.

43. *Must a State, local, or tribal government require applications to be submitted by businesses or individuals before providing assistance using payments from the Fund?*

Governments have discretion to determine how to tailor assistance programs they establish in response to the COVID-19 public health emergency. However, such a program should be structured in such a manner as will ensure that such assistance is determined to be necessary in response to the COVID-19 public health emergency and otherwise satisfies the requirements of the CARES Act and other applicable law. For example, a per capita payment to residents of a particular jurisdiction without an assessment of individual need would not be an appropriate use of payments from the Fund.

44. *May Fund payments be provided to non-profits for distribution to individuals in need of financial assistance, such as rent relief?*

Yes, non-profits may be used to distribute assistance. Regardless of how the assistance is structured, the financial assistance provided would have to be related to COVID-19.

45. *May recipients use Fund payments to remarket the recipient's convention facilities and tourism industry?*

Yes, if the costs of such remarketing satisfy the requirements of the CARES Act. Expenses incurred to publicize the resumption of activities and steps taken to ensure a safe experience may be needed due to the public health emergency. Expenses related to developing a long-term plan to reposition a recipient's convention and tourism industry and infrastructure would not be incurred due to the public health emergency and therefore may not be covered using payments from the Fund.

46. *May a State provide assistance to farmers and meat processors to expand capacity, such to cover overtime for USDA meat inspectors?*

If a State determines that expanding meat processing capacity, including by paying overtime to USDA meat inspectors, is a necessary expense incurred due to the public health emergency, such as if increased capacity is necessary to allow farmers and processors to donate meat to food banks, then such expenses are eligible expenses, provided that the expenses satisfy the other requirements set forth in section 601(d) of the Social Security Act outlined in the Guidance.

47. *The guidance provides that funding may be used to meet payroll expenses for public safety, public health, health care, human services, and similar employees whose services are substantially dedicated to mitigating or responding to the COVID-19 public health emergency. May Fund payments be used to cover such an employee's entire payroll cost or just the portion of time spent on mitigating or responding to the COVID-19 public health emergency?*

As a matter of administrative convenience, the entire payroll cost of an employee whose time is substantially dedicated to mitigating or responding to the COVID-19 public health emergency is eligible, provided that such payroll costs are incurred by December 30, 2020. An employer may also track time spent by employees related to COVID-19 and apply Fund payments on that basis but would need to do so consistently within the relevant agency or department.

48. *May Fund payments be used to cover increased administrative leave costs of public employees who could not telework in the event of a stay at home order or a case of COVID-19 in the workplace?*

The statute requires that payments be used only to cover costs that were not accounted for in the budget most recently approved as of March 27, 2020. As stated in the Guidance, a cost meets this requirement if either (a) the cost cannot lawfully be funded using a line item, allotment, or allocation within that budget or (b) the cost is for a substantially different use from any expected use of funds in such a line item, allotment, or allocation. If the cost of an employee was allocated to administrative leave to a greater extent than was expected, the cost of such administrative leave may be covered using payments from the Fund.

49. Are States permitted to use Coronavirus Relief Fund payments to satisfy non-federal matching requirements under the Stafford Act, including “lost wages assistance” authorized by the Presidential Memorandum on Authorizing the Other Needs Assistance Program for Major Disaster Declarations Related to Coronavirus Disease 2019 (August 8, 2020)?

Yes. As previous guidance has stated, payments from the Fund may be used to meet the non-federal matching requirements for Stafford Act assistance to the extent such matching requirements entail COVID-19-related costs that otherwise satisfy the Fund’s eligibility criteria and the Stafford Act. States are fully permitted to use payments from the Fund to satisfy 100% of their cost share for lost wages assistance recently made available under the Stafford Act.

50. At what point would costs be considered to be incurred in the case of a grant made by a State, local, or tribal government to cover interest and principal amounts of a loan, such as might be provided as part of a small business assistance program in which the loan is made by a private institution?

A grant made to cover interest and principal costs of a loan, including interest and principal due after the period that begins on March 1, 2020, and ends on December 30, 2020 (the “covered period”), will be considered to be incurred during the covered period if (i) the full amount of the loan is advanced to the borrower within the covered period and (ii) the proceeds of the loan are used by the borrower to cover expenses incurred during the covered period. In addition, if these conditions are met, the amount of the grant will be considered to have been used during the covered period for purposes of the requirement that expenses be incurred within the covered period. Such a grant would be analogous to a loan provided by the Fund recipient itself that incorporates similar loan forgiveness provisions. As with any other assistance provided by a Fund recipient, such a grant would need to be determined by the recipient to be necessary due to the public health emergency.

51. If governments use Fund payments as described in the Guidance to establish a grant program to support businesses, would those funds be considered gross income taxable to a business receiving the grant under the Internal Revenue Code (Code)?

Please see the answer provided by the Internal Revenue Service (IRS) available at <https://www.irs.gov/newsroom/cares-act-coronavirus-relief-fund-frequently-asked-questions>.

52. If governments use Fund payments as described in the Guidance to establish a loan program to support businesses, would those funds be considered gross income taxable to a business receiving the loan under the Code?

Please see the answer provided by the IRS available at <https://www.irs.gov/newsroom/cares-act-coronavirus-relief-fund-frequently-asked-questions>.

B. Questions Related to Administration of Fund Payments

1. Do governments have to return unspent funds to Treasury?

Yes. Section 601(f)(2) of the Social Security Act, as added by section 5001(a) of the CARES Act, provides for recoupment by the Department of the Treasury of amounts received from the Fund that have not been used in a manner consistent with section 601(d) of the Social Security Act. If a government has not used funds it has received to cover costs that were incurred by December 30, 2020, as required by the statute, those funds must be returned to the Department of the Treasury.

2. *What records must be kept by governments receiving payment?*

A government should keep records sufficient to demonstrate that the amount of Fund payments to the government has been used in accordance with section 601(d) of the Social Security Act.

3. *May recipients deposit Fund payments into interest bearing accounts?*

Yes, provided that if recipients separately invest amounts received from the Fund, they must use the interest earned or other proceeds of these investments only to cover expenditures incurred in accordance with section 601(d) of the Social Security Act and the Guidance on eligible expenses. If a government deposits Fund payments in a government's general account, it may use those funds to meet immediate cash management needs provided that the full amount of the payment is used to cover necessary expenditures. Fund payments are not subject to the Cash Management Improvement Act of 1990, as amended.

4. *May governments retain assets purchased with payments from the Fund?*

Yes, if the purchase of the asset was consistent with the limitations on the eligible use of funds provided by section 601(d) of the Social Security Act.

5. *What rules apply to the proceeds of disposition or sale of assets acquired using payments from the Fund?*

If such assets are disposed of prior to December 30, 2020, the proceeds would be subject to the restrictions on the eligible use of payments from the Fund provided by section 601(d) of the Social Security Act.

6. *Are Fund payments to State, territorial, local, and tribal governments considered grants?*

No. Fund payments made by Treasury to State, territorial, local, and Tribal governments are not considered to be grants but are "other financial assistance" under 2 C.F.R. § 200.40.

7. *Are Fund payments considered federal financial assistance for purposes of the Single Audit Act?*

Yes, Fund payments are considered to be federal financial assistance subject to the Single Audit Act (31 U.S.C. §§ 7501-7507) and the related provisions of the Uniform Guidance, 2 C.F.R. § 200.303 regarding internal controls, §§ 200.330 through 200.332 regarding subrecipient monitoring and management, and subpart F regarding audit requirements.

8. *Are Fund payments subject to other requirements of the Uniform Guidance?*

Fund payments are subject to the following requirements in the Uniform Guidance (2 C.F.R. Part 200): 2 C.F.R. § 200.303 regarding internal controls, 2 C.F.R. §§ 200.330 through 200.332 regarding subrecipient monitoring and management, and subpart F regarding audit requirements.

9. *Is there a Catalog of Federal Domestic Assistance (CFDA) number assigned to the Fund?*

Yes. The CFDA number assigned to the Fund is 21.019.

10. If a State transfers Fund payments to its political subdivisions, would the transferred funds count toward the subrecipients' total funding received from the federal government for purposes of the Single Audit Act?

Yes. The Fund payments to subrecipients would count toward the threshold of the Single Audit Act and 2 C.F.R. part 200, subpart F re: audit requirements. Subrecipients are subject to a single audit or program-specific audit pursuant to 2 C.F.R. § 200.501(a) when the subrecipients spend \$750,000 or more in federal awards during their fiscal year.

11. Are recipients permitted to use payments from the Fund to cover the expenses of an audit conducted under the Single Audit Act?

Yes, such expenses would be eligible expenditures, subject to the limitations set forth in 2 C.F.R. § 200.425.

12. If a government has transferred funds to another entity, from which entity would the Treasury Department seek to recoup the funds if they have not been used in a manner consistent with section 601(d) of the Social Security Act?

The Treasury Department would seek to recoup the funds from the government that received the payment directly from the Treasury Department. State, territorial, local, and Tribal governments receiving funds from Treasury should ensure that funds transferred to other entities, whether pursuant to a grant program or otherwise, are used in accordance with section 601(d) of the Social Security Act as implemented in the Guidance.

Coronavirus Relief Fund Terms and Conditions For Allocations



State of Nevada

Administered by the Governor's Finance Office, Budget Division

August 26, 2020

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Overview

Under the federal Coronavirus Aid, Relief, and Economic Security Act (the “CARES Act”), the Coronavirus Relief Fund (“Fund”) may be used to reimburse expenditures in response to the COVID-19 public health emergency. The federal awarding agency is the U.S. Department of Treasury. The Inspector General of the United States Department of the Treasury (“Treasury”) conducts monitoring and oversight of the receipt, disbursement and use of these funds.

The CARES Act authorized \$150 billion through the Fund for state and local governments, including \$1.25 billion for Nevada. A portion of the State’s total allotment was reserved for local governments that have a population in excess of 500,000. As a result, the City of Las Vegas and Clark County elected to receive direct allocations from the Treasury. The State of Nevada received \$836 million from the Fund, of which \$148.5 million was allocated to counties and incorporated cities outside of Clark County with populations of less than 500,000.

Funds may NOT be used to fill shortfalls in government revenue to cover expenditures that would not otherwise qualify under the statute. Although a broad range of uses is allowed, revenue replacement is not a permissible use of Fund payments.

About This Document

In this document, those entities that are receiving Fund allocations will find the terms and conditions applicable to payments distributed in the form of “other financial assistance” under 2 C.F.R. § 200.40 from the Coronavirus Relief Fund (CFDA 21.019), established within section 601 (a) of the Social Security Act, as added by section 5001 of the CARES Act.

The agreement is subject to additional terms, conditions, and requirements of other laws, rules, regulations and plans recited herein. It is intended to be the full and complete expression of and constitutes the entire agreement between the parties. All prior and contemporaneous understandings, agreements, promises, representations, terms and conditions, both oral and written, are superseded and replaced by this agreement. Notwithstanding any expiration or termination of this agreement, the rights and obligations pertaining to the close-out, cooperation and provision of additional information, return of funds, audit rights, records retention, public information, and any other provision implying survivability shall remain in effect after the expiration or termination of this agreement.

To the extent the terms and conditions of this agreement do not address a particular circumstance or are otherwise unclear or ambiguous, such terms and conditions are to be construed consistent with the general objectives, expectations and purposes of this agreement and in all cases, according to its fair meaning. The parties acknowledge that each party and its counsel have reviewed this agreement and that any rule of construction to the effect that any ambiguities are to be resolved against the drafting party shall not be employed in the interpretation of this agreement. Any vague, ambiguous or conflicting terms shall be interpreted and construed in such a manner as to accomplish the purpose of the agreement.

Eligible Uses

Under the CARES Act, the Coronavirus Relief Fund (CRF) may be used to cover costs that:

1. Were **incurred** during the period that begins on March 1, 2020, and ends on December 30, 2020.
2. Are **necessary expenditures** incurred due to the public health emergency with respect to COVID-19.
3. Are NOT accounted for in the budget most recently approved as of March 27, 2020 (the date of enactment of the CARES Act) for the State or government. The “most recently approved” budget refers to the enacted budget for the relevant fiscal period for the particular government. A cost meets this requirement if:
 - a. The cost cannot lawfully be funded using a line item, allotment, or allocation within that budget; OR
 - b. The cost is for a **substantially different use** from any expected use of funds in such a line item, allotment, or allocation.
 - c. A cost is not considered to have been accounted for in a budget merely because it could be met using a budgetary stabilization fund, rainy day fund, or similar reserve account.

Definitions (as reference above)

“**Incurred**”: Treasury clarified on June 30, 2020 that for a cost to be considered to have been “incurred”, performance or delivery must occur during the covered period but payment of funds need not be made during that time (though it is generally expected that this will take place within 90 days of a cost being incurred).

“**Substantially different use**”: a cost incurred for a “substantially different use” includes but is not limited to:

1. Costs of personnel and services that were budgeted for in the most recently approved budget as of March 27, 2020 but which, due entirely to COVID-19 have been diverted to substantially different functions. Examples include but are not limited to the costs of:
 - a. redeploying corrections facility staff to enable compliance with COVID-19 public health precautions through work such as enhanced sanitation or enforcing social distancing measures;
 - b. redeploying police to support management and enforcement of stay-at-home orders;
 - c. diverting educational support staff or faculty to develop online learning capabilities, such as through providing information technology support that is not part of the staff or faculty’s ordinary responsibilities.
2. A public function does not become a “substantially different use” merely because it is provided from a different location or through a different manner. An example is:

- a. developing online instruction capabilities may be a substantially different use of funds, however online instruction itself is not a substantially different use of public funds than classroom instruction.

Available Funds

Per Federal guidelines, the CRF has been allocated according to Treasury Guidance and related FAQs.

Note that to the extent actual expenditures are less than the amount requested, entities receiving funds will be required to return the balance of unspent funds to the State of Nevada on or before March 1, 2020 (within sixty 60 calendar days of the end of the period of performance).

This approach is intended to get money out to recipients quickly, and to allow adjustments over the coming months.

Entities receiving funds shall adopt and maintain a system of internal controls which results in the fiscal integrity and stability of the organization, including the use of Generally Accepted Accounting Principles (GAAP) and Generally Accepted Government Auditing Standards (GAGAS).

Period of Performance

The Coronavirus Relief Funds may only be used for costs incurred by entities receiving funds in response to the COVID-19 public health emergency during the period of March 1, 2020 through December 30, 2020.

Eligible Costs

There are eleven (11) primary eligible cost categories. These cost categories and their eligible cost sub-categories are as follows:

1. COVID-19 related expenses to address **medical needs** of:
 - a. Public hospitals, clinics and similar facilities
 - b. Establishing temporary public medical facilities and other measures to increase COVID-19 treatment capacity, including related construction costs
 - c. Emergency medical response, including emergency medical transportation related to COVID-19
 - d. Establishing and operating public telemedicine capabilities for COVID-19-related treatment
2. COVID-19 related expenses to address **public health needs** including:
 - a. Communication and enforcement by State, territorial, local, and Tribal governments of public health orders
 - b. Acquisition and distribution of medical and protective supplies including sanitation (No PPE)
 - c. Disinfection of public areas and other facilities, e.g., nursing homes

- d. Technical assistance (knowledge transfer) to local authorities or other entities on mitigation of COVID-19-related threats to public health and safety
 - e. Public safety measures undertaken in response to the COVID-19 public health emergency
 - f. Quarantining individuals
3. **Personal Protective Equipment (PPE)** – equipment worn to minimize exposure to hazards such as masks, medical gloves, eye protection for:
- a. medical personnel
 - b. police officers
 - c. social workers
 - d. child protection services
 - e. child welfare officers
 - f. direct service providers for older adults and individuals with disabilities in community settings
 - g. other public health or safety workers in connection with the COVID-19 public health emergency
4. **COVID-19 Testing and Contact Tracing**
- a. COVID-19 testing, including serological testing
 - b. Contact tracing
5. **Payroll expenses** for public safety, public health, health care, human services, and similar employees whose services are substantially dedicated to mitigating or responding to the COVID-19 public health emergency.
- a. Providing paid sick and paid family and medical leave to public employees to enable compliance with COVID-19 public health precautions
6. Expenses of actions **to facilitate compliance** with COVID-19-related public health measures, such as:
- a. Facilitating distance learning, including technological improvements
 - b. Improvement of telework capabilities for public employees
 - c. Maintaining state prisons and county jails, including as relates to sanitation and improvement of social distancing measures
 - d. Improving social distancing measures
 - e. Nursing home assistance
7. Expenses associated with the provision of **economic support – small business, housing and food assistance** in connection with the COVID-19 public health emergency, such as:
- a. Small business assistance such as grants to small businesses to reimburse the costs of business interruption caused by required closures or decreased customer demand as a result of the COVID-19 public health emergency
 - b. Food programs - access and delivery to residents (e.g. senior citizens and other vulnerable populations)
 - c. Housing support

- d. Care for homeless populations provided to mitigate COVID-19 effects and enable compliance with COVID-19 public health precautions
 - e. A consumer grant program or rent relief program to prevent eviction and assist in preventing homelessness (if grant is considered to be a necessary expense due to COVID-19 and it meets the other Fund requirements)
8. Expenses associated with the provision of **economic support - other** (other than small business, housing and food assistance) in connection with the COVID-19 public health emergency, such as:
- a. A state, territorial, local, or Tribal government payroll support program
 - b. Emergency financial assistance to individuals and families directly impacted by a loss of income
 - c. Unemployment insurance costs related to the COVID-19 public health emergency if such costs will not be reimbursed by the federal government pursuant to the CARES Act or otherwise.
 - d. Workers' Compensation increases as a result of COVID-19
 - e. Remarketing convention facilities and tourism industry to publicize the resumption of activities and steps to ensure safe experience.
9. Expenses to **respond to secondary effects** of the current COVID-19 public health emergency including:
- a. Addressing increases in solid waste (e.g. more disposal of PPEs) as a result of the COVID-19 public health emergency
 - b. Tax anticipation notes (TANs)
 - c. Continuation of equipment previously scheduled to be decommissioned in order to respond to the public health emergency (costs associated with continuing to operate the equipment)
 - d. Continuation of a lease on office space or equipment that would not have been renewed in order to respond to the public health emergency (costs associated with the ongoing lease payments through December 30, 2020)
10. **Administration** expenses*:
- a. Administration of Coronavirus Relief Funds reimbursements/allocation
 - b. Administration of grant/loan programs using CRF
11. Any **other** COVID-19-related expenses reasonably necessary to the function of government that satisfy the Fund's eligibility criteria.

**Indirect administration costs are not allowable uses of the CRF; all administration expenses must be directly accounted for and justified as due to administer assistance programs that are in response to the COVID-19 public health emergency.*

FEMA and Federal Reimbursements

Treasury Guidance clarifies that government entities may use the CRF to pay for FEMA's cost share requirements for the Stafford Act assistance. It can only be used for COVID-19-related

costs that satisfy the Fund’s eligibility criteria and the Stafford Act. Regardless of the use of Fund payments for such purposes, FEMA funding is still dependent on FEMA’s determination of eligibility under the Stafford Act. As with all expenses that have been or will involve other federal programs, entities receiving funds should be diligent in understanding limitations with other federal funding to evaluate if there will be any potential issues.

Costs that Should be Avoided

Due to the short time frame to use the CRF, and because the Treasury has emphasized these funds are only to be used to respond or mitigate this current COVID-19 pandemic (not to address or prepare for the possibility of a continuation or other matters past December 30, 2020), there are a few uses of the Fund that should be avoided or strongly considered:

1. Larger infrastructure and/or technology projects - these funds are to address the current pandemic (prior to December 30, 2020). If a project is to address the current pandemic the project needs to be up and running well before the end of the performance period to qualify as an eligible CRF expenditure.
2. Monthly service contracts - many information technology projects use service contracts for IT services and/or software. These can only be covered with CRF through December 30, 2020. All monthly service contracts must be limited to end on December 30, 2020.
3. Purchase of major assets - some projects have explored the purchase of assets such as buildings, which is not an acceptable use of funds. Shelters/storage etc. should be temporary (possible leases) to avoid issues. Leases must be limited to September – December.
4. Incentive items - some projects may be structured to include “incentive” items to garner participation from the public. Items like gift cards, handouts (other than informational flyers) etc. are not covered by the CRF.
5. Preparing for an event in 2021 - Treasury Guidance states that the CRF is to be used to respond or mitigate this current COVID-19 pandemic. It does not allow for preparation of a vaccine or resurgence apart from anything that might happen prior to December 30, 2020. For this reason, the following actions are not eligible uses of the CRF:
 - a. Stockpiling a supply specifically for 2021 (per Treasury Guidance “the cost of goods purchased in bulk and delivered during the covered period may be covered using payments from the Fund if a portion of the goods is ordered for use in the covered period, the bulk purchase is consistent with the recipient’s usual procurement policies and practices, and it is impractical to track and record when the items were used. A recipient may use payments from the Fund to purchase a durable good that is to be used during the current period and in subsequent periods if the acquisition in the covered period was necessary due to the public health emergency.”
 - b. Vaccination preparation – without a vaccine being developed in 2020
 - c. Preparing for a surge that might occur in 2021

Ineligible Costs

Non-allowable expenditures include, but are not limited to:

1. Filling shortfalls in government revenue. Revenue replacement is NOT a permissible use of Fund payments
2. Expenses for the state share of Medicaid
3. Damages covered by insurance
4. Payroll or benefits expenses for employees whose work duties are not substantially dedicated to mitigating or responding to the COVID-19 public health emergency
5. Expenses that have been or will be reimbursed **under any other federal program*** (e.g. reimbursement by the federal government pursuant to the CARES Act of contributions by states to state unemployment funds)
6. Reimbursement to donors for donated items or services
7. Workforce bonuses (other than hazard pay or overtime for employees who were substantially dedicated to responding/mitigating the COVID-19 public health emergency)
8. Severance pay
9. Legal settlements
10. Assisting impacted property owners with payment of property taxes
11. Replacement of government revenue due to unpaid utility fees
12. Expenditures to prepare for a future COVID-19 outbreak past December 30, 2020
13. Stipends to employees for eligible expenses (e.g. to improve telework capabilities)
14. Payroll or benefit expenses of private employees contracted to work for the entity receiving funds, unless they are substantially dedicated to mitigating or responding to the COVID-19 public health emergency
15. Prepayments on contracts using the Fund to the extent that doing so would not be consistent with ordinary course policies and procedures (e.g. pre-paying for one or two-year facility lease to house staff hired in response to COVID-19 public health emergency)
16. Capital improvement projects that broadly provide potential economic development in a community (if not directly necessary due to the COVID-19 public health emergency)
17. Per Treasury Guidance: “In addition, pursuant to section 5001(b) of the CARES Act, payments from the Fund may not be expended for an elective abortion or on research in which a human embryo is destroyed, discarded, or knowingly subjected to risk of injury or death... Furthermore, no government which receives payments from the Fund may discriminate against a health care entity on the basis that the entity does not provide, pay for, provide coverage of, or refer for abortions.” Please see the footnote on Page 3 of [Treasury Guidance](#) for full information on this provision.

** Per Treasury guidance, CRF recipients are NOT required to use other federal funds or seek reimbursement under other federal programs first before using fund payments (The CRF is NOT required to be used as the source of funding of last resort). However, recipients may NOT use the CRF to cover expenditures for which they will receive reimbursement. Entities receiving funds need to consider the applicable restrictions and limitations of other sources of funding, such as combining a transaction supported with CRF payments with other CARES Act or COVID-19 relief federal funding. They also need to consider time constraints and other limitations that exist within various forms of federal COVID-19 relief funding.*

Cost Test

Entities receiving funds are charged with determining whether or not an expense is eligible based on the [U.S. Treasury's Guidance](#). Specific documents can be reference:

- [Coronavirus Relief Fund Guidance for State, Territorial, Local, and Tribal Governments](#) (06/30/2020)
- [Coronavirus Relief Fund Frequently Asked Questions](#) (08/10/2020)

To assist with determining if expenses will qualify, an eligibility cost test has been developed as a starting point.

If all responses for the particular incurred cost are “true” for all six statements below, then an entity can feel confident the cost qualifies for basic eligibility (Note: some items might require further evaluation against the Treasury Guidance and FAQs):

1. The expense occurs between March 1 and December 30, 2020
2. The expense is connected to the COVID-19 emergency
3. The expense is “necessary”
4. The expense is not filling a shortfall in government revenues
5. The expense is not funded through another budget line item, allotment or allocation, as of March 27, 2020 **OR** is funded, but the cost is for a substantially different use from any expected use of funds (e.g. base salary funded but duties become substantially different to respond to COVID-19 emergency)
6. The expense wouldn't exist without COVID-19 **OR** would be for a “substantially different” purpose

Additional consideration

The intent of these funds is to help cover the *immediate impacts* of the COVID-19 emergency, both direct costs to the entity receiving funds and costs to communities. There are many possible eligible costs.

Many costs are clearly eligible, and others fall into a more “grey area”. Some costs fit in to one eligible cost category while others fit into several. The “grey area” costs could be justified based on the test; however, it must be determined if they directly address the *immediate impacts* as well. If the answer is questionable, it may be safer and more appropriate to utilize the funds in one of the many other eligible cost categories that more clearly meet the intent of the funds. Entities receiving funds will need to generate and have readily available written justifications/notations for all uses of the Fund.

It is important to keep in mind however, that any funds expended that fail to comply in any manner with official federal guidance shall be booked as a debt owed to the State of Nevada and subsequently collected and returned to the Federal government. For this reason, it is important to provide quality justification as to why a cost qualifies for payment. If inadequate or no justification is given, the expenditure reimbursement is at risk of being deemed ineligible and may result in a potential unnecessary loss for your agency.

Fund Expenditure Plan

Within 30 days of receiving any allocation from the State of Nevada, entities receiving funds will be required to submit a brief high-level plan to the State of Nevada, Governor’s Finance Office (GFO) summarizing the process and criteria it will use for expending funds within its organization. Plans should be no more than 4 pages in length and include:

- brief problem statement(s) explaining why funds are needed
- estimate or exact amount of funds required to meet this need
- if funds are expected to be used to respond directly to the COVID-19 public health emergency or for secondary effects, and a brief overview of how they will be used
- if funds are expected to be used for eligible expenditures in any of the following categories below (as described in the previous *Eligible Cost* section of this document), an estimate or exact amount of funds required, and a brief overview for each category on how the Fund will be used:
 - Medical expenses
 - Public health expenses
 - Personal Protective Equipment (PPE)
 - COVID-19 Testing and Contact Tracing
 - Payroll expenses for public employees dedicated to responding to COVID-19
 - To facilitate compliance with public health measures
 - Economic support – small business, housing & food assistance
 - Economic support – other than small business, housing & food assistance
 - Respond to secondary effects of the COVID-19 public health emergency
 - Administrative expenses for the CRF or grant/loan assistance using CRF
 - Any other expense reasonably necessary to the function of government as outlined in federal guidance
- names of new or existing programs within the entity that will administer the use of funds (e.g. administrative services dept., epidemiology dept.)
- how the entity receiving funds will ensure the use of funds meet federal guidance

Plans must be submitted to the Governor’s Finance Office within 30 days of Fund payment. Plans can be emailed to covid19@finance.nv.gov.

Dispersal of Funds

The Washoe County Health District (WCHD) and Southern Nevada Health District (SNHD) will receive payment of the Coronavirus Relief Fund based on Senate Bill 4 (SB 4) of the 32nd (2020) Special Session of the Nevada Legislature, which states the Chief of the Budget Division of the Office of Finance shall transfer the sum of \$500,000 to the Washoe County Health District and \$2,000,000 to the Southern Nevada Health District to enforce the provisions of sections 4 to 15, inclusive, of SB 4 and the regulations adopted thereto.

All money transferred must be expended by the recipient health district on or before December 30, 2020. Any remaining balance of the money must not be committed for expenditure on or

after December 30, 2020, by the recipient health district or any entity to which the money is granted or otherwise transferred in any manner, and any portion of the money remaining must not be spent for any purpose after December 30, 2020, by either of the recipient health districts or the entity to which the money was subsequently granted or transferred, and must be reverted back to the State of Nevada on or before December 30, 2020.

For the fund allocation, the Chief Executive Officer of the Health District will receive a submittal “packet” from the State of Nevada, Governor’s Finance Office (GFO) which includes:

- *Coronavirus Relief Fund Eligibility Certification* letter
- *Coronavirus Relief Fund Terms and Conditions for Allocations*
- *CRF Activity Reporting Worksheet – Rev8.18.20* (Excel)

The Chief Executive officer the Health District will sign and notarize the *Coronavirus Relief Fund Eligibility Certification* letter to receive funds. The Chief Executive officer will also review a copy of the *Coronavirus Relief Fund Terms and Conditions for Allocations* document and provide a signed acknowledgement of understanding (in Appendix A of the document).

A digital copy of these completed forms can be emailed to covid19@finance.nv.gov.

In order to receive funds, the Health District must be registered as a vendor for the State of Nevada and a vendor number must be provided on the Certification letter. If a Health District has multiple vendor numbers, please provide the appropriate one that will be used for the fund transfer. If the Health District is not yet registered as a vendor with the State of Nevada, please contact the Nevada State Controller’s Office to register, or go online at: <http://controller.nv.gov/Buttons/ElectronicVendorReg/>

Once all required items are received by GFO, the allocation will be transferred to the Health District. Below is a checklist of items to submit:

- ✓ *Coronavirus Relief Fund Eligibility Certification letter*
signed and notarized; emailed to GFO; must include correct vendor number
- ✓ *Receipt, Acknowledgement, and Agreement to Terms and Conditions*
signed form located in Appendix A of the Terms and Conditions; emailed to GFO

The Health District must also submit a CRF Expenditure Plan within 30 days of receipt of the funds as described in the previous “Fund Expenditure Plan” section of this document.

- ✓ *CRF Expenditure Plan*
document no more than 4 pages; emailed to GFO within 30 days of receipt of funds

A digital copy of the completed expenditure plan can be emailed to covid19@finance.nv.gov.

Amendments and Changes

The State may amend this agreement at any time provided such amendments make specific reference to this agreement, and are executed in writing, and signed by a duly authorized representative of the entity receiving funds and the State. Such amendments shall not invalidate the agreement, nor relieve or release the entity receiving funds or the State from any obligations under the agreement.

The State and entity receiving funds agree that any act, action or representation by either party, their agents or employees that purports to waive or alter the terms of this agreement is void unless a written amendment to this agreement is first executed and documented. The entity receiving funds agrees that nothing in this agreement will be interpreted to create an obligation or liability of the State.

Notwithstanding this requirement, it is understood and agreed by parties, that changes in local, state and federal rules, regulations or laws applicable hereto, may occur during the term of this agreement and that any such changes shall be automatically incorporated into this agreement without written amendment, and shall become a part hereof as of the effective date of the rule, regulation or law.

Intersection with Other Funding Sources

Eligible uses of the federal Coronavirus Relief Fund may overlap with allowable uses of other federal grants and reimbursements. Federal dollars cannot under any circumstances be claimed twice for the same spending. Entities receiving funds are responsible for ensuring they are aware of Treasury guidance and that this will not occur with any allocated funds.

Compliance

Entities receiving funds will comply with all applicable federal laws, regulations, executive orders, policies, procedures, and directives.

Conflicts of Interest

Fund recipients must establish safeguards to prohibit its employees from using their positions for a purpose that constitutes or presents the appearance of personal or organizational conflict of interest or personal gain, whether for themselves or others, particularly those with ties. Fund recipients must operate with complete independence and objectivity without actual, potential, or apparent conflict of interest with respect to its performance under this agreement. The entity receiving funds certifies as to its own organization, that to the best of knowledge and belief, no member, employee, or person, whose salary is payable in whole or in part by a member of the entity receiving funds, has direct or indirect financial interest in the allocation of the Fund, or in the services to which this agreement relates, or in any of the profits, real or potential, thereof. If at any time during the allocation process and upon any suggestion, inquiry, or indication that a conflict of interest may exist, the entity receiving funds will disclose that conflict immediately to the State of Nevada.

Fraud, Waste or Misuse of Funds

The State does not tolerate any type of fraud, waste, or misuse of funds received from the State. Any violations of the law, State policies, or standards of ethical conduct will be investigated, and appropriate actions will be taken. Entities receiving funds agree that misuse of funds may result in a range of penalties, including suspension of current and future funds, recoupment of the funds allocated, and civil and/or criminal penalties. In the event a fund recipient becomes aware of any allegation or a finding of fraud, waste, or misuse of the Fund, the entity receiving funds is required to immediately notify the State of Nevada Governor's Finance Office of said allegation or finding and continue to inform the State of the status of any such on-going investigations. Any credible evidence must be provided to the State.

False Statements or Claims

No entity receiving these funds shall submit a false claim. If any of the statements, representations, certifications, affirmations, warranties or guarantees are false, or if the recipient signs or executes the agreement with a false statement or it is subsequently determined that it has violated any of the statements, representations, warranties, guarantees, certificates or affirmations included in this agreement, then the State may consider this act a possible default under this agreement and may terminate or void it for cause. False statements or claims made in connection with these funds may result in, but are not limited to, suspension of current and future funds, recoupment of the funds allocated, and civil and/or criminal penalties

Reporting

As part of the application packet given to the entity receiving funds, a "CRF Activity Reporting Worksheet – Rev8.18.20" has been provided. The Excel worksheet contains three tabs – "SFY2020", "SFY2021" and "Final". SFY refers to the State fiscal year (July 1 – June 30).

SFY2020 Tab

Entities receiving funds may need to recover COVID-19-related expenditures that were incurred March 1, 2020 through June 30, 2020. All expenditures during this timeframe that are reimbursed using the CRF allocation must be reported on the "CRF Activity Reporting Worksheet", SFY2020 Tab. Expenditures must be reported by Eligible Expenditure categories listed on the spreadsheet. For example:

An entity has the following total expenditures from March 1, 2020 through June 30, 2020 it will be reimbursing with the CRF:

- \$5000 per month for COVID-19 testing in April, May and June (for a total of \$15,000)
- \$3000 for PPE purchased in April
- \$2,000 for sanitation supplies in March and \$1,000 in May

The expenditures will be reported on the SFY2020 tab as shown below:

Eligible Expenditures	Actuals from FY2020 March - June	Obligations March - June	Brief Description of Use of Funds
1. Medical Expenses			
a. Public hospitals, clinics and similar facilities	\$ -	\$ -	
b. Temporary public medical facilities & increased capacity	\$ -	\$ -	
c. Emergency medical response	\$ -	\$ -	
d. Telemedicine capabilities	\$ -	\$ -	
e. Other:	\$ -	\$ -	
Sub-Total	\$ -	\$ -	
2. Public Health Expenses			
a. Communication and enforcement of Public health measures	\$ -	\$ -	
b. Medical and protective supplies, including sanitation (<i>no PPE</i>)	\$ 3,000.00	\$ -	Bleach, hand sanitizer for disinfecting East Clinic in March and May
c. Disinfecting public areas and other facilities	\$ -	\$ -	
d. Technical assistance on COVID-19 threat mitigation	\$ -	\$ -	
e. Public safety measures undertaken	\$ -	\$ -	
f. Quarantining individuals	\$ -	\$ -	
g. Other:	\$ -	\$ -	
Sub-Total	\$ 3,000.00	\$ -	
3. Personal Protective Equipment: worn to minimize exposure to hazards			
a. PPE such as masks, medical gloves, gowns, eye protection	\$ 3,000.00	\$ -	Masks, face shields for COVID-19 mitigation for employees at West Clinic in April
b. Other:	\$ -	\$ -	
Sub-Total	\$ 3,000.00	\$ -	
4. COVID-19 Testing and Contact Tracing			
a. COVID-19 testing, including serological testing	\$ 15,000.00	\$ -	COVID-19 Testing at "East" Clinic "West Clinic for April, May, June
b. Contact tracing	\$ -	\$ -	
c. Other:	\$ -	\$ -	
Sub-Total	\$ 15,000.00	\$ -	

A completed SFY 2020 worksheet must be submitted to the State of Nevada by September 1, 2020.

SFY2021 Tab

Starting in July for SFY 2021, a monthly reporting process will be required by entities that receive CRF allocations to monitor spending as it occurs to maintain transparency, ensure documentation is adequate, and to minimize compliance risk.

Reports should document all costs clearly with respect to the date and nature of the expense incurred so that together resources can be best managed in the interest of the residents of Nevada. The monthly Activity Report must be submitted using the “CRF Activity Reporting Worksheet – Rev8.18.20”, SFY2021 Tab. The report must:

- Be submitted as an Excel spreadsheet, not a PDF, within ten (10) calendar days of the end of each month during the reporting period.
- Include a detailed breakdown of the individual eligible expenditures reported by each sub-category of the eleven (11) primary budget categories (as shown above in the SFY2020 example). Each primary budget category includes sub-categories and provides an option to add “other” sub-categories
- Include the total amount of all eligible expenditures for each applicable sub-category and the grand total spent (template automatically calculates this)
- Include a brief description of the use of the funds for each applicable sub-category. Keep descriptions as concise as possible but include adequate context to demonstrate how these funds addressed the COVID-19 emergency. If applicable, please consider:
 - Providing a brief description of the specific activities performed
 - Identifying specific populations served
 - Identifying specific programs created or utilized

- Including any known or intended outcomes, results, or community impacts
- If there were no expenditures for the month and the funds have not been completely spent, a report must be submitted noting zero expenditures
- Include information in a “Expenditures Previously Reported” column that is a total of SFY20 amounts and SFY21 year-to-date amounts (excluding current reporting month)
- Include any outstanding obligations of funds that have not yet been incurred but are “in process” in the “Obligations” column

Final Tab

A final report is required as a summary of all periods included for the CRF allocation. This report should contain actual expenditures for SFY20 and each individual month from July 2020 through December 2020. It should also calculate the amount of any unspent funds. A template worksheet is included in the “CRF Activity Reporting Worksheet – Rev8.18.20”, Final Tab. This report is due to GFO by email on or before March 1, 2021.

Summary of Due Dates

CRF performance period March 1, 2020- December 30, 2020	DATE
Allocation Submittal Packet	
Signed and Notarized CRF Certification Letter	ASAP
Signed CRF Terms & Conditions	ASAP
CRF Expenditure Plan (4-page max, for first 50% allocation)	30 days from receipt of funds
Reporting	
CRF Activity Reporting Worksheet SFY2020 (March 1-June 30 2020)	09/01/20
CRF Activity Reporting Worksheet SFY2021 (July 2020)	08/10/20
CRF Activity Reporting Worksheet SFY2021 (August 2020)	09/10/20
CRF Activity Reporting Worksheet SFY2021 (September 2020)	10/10/20
CRF Activity Reporting Worksheet SFY2021 (October 2020)	11/10/20
CRF Activity Reporting Worksheet SFY2021 (November 2020)	12/10/20
CRF Activity Reporting Worksheet SFY2021 (December 2020)	01/10/21
CRF Activity Reporting Worksheet FINAL	03/01/21
Unspent funds must be returned to the State of Nevada	On or before 12/30/20

Audit Provisions and Documentation

Federal Coronavirus Relief Fund expenditures and records are subject to audit by the Office of Inspector General (OIG) within the U.S. Department of the Treasury. Treasury OIG also has authority to recover funds if it is determined a CRF recipient failed to comply with requirements. Documenting that costs are eligible uses is essential to managing compliance risk and to minimizing the possibility that costs are deemed ineligible, thereby requiring the entity receiving funds and the State to return funds to the federal government. All funds that are distributed by entities must have a documented statement or certification that the funds are needed due to the COVID-19 public health emergency (e.g. a rental program should have a check box with a statement that says “I certify that I need access to the funds in this program due to the COVID-19 public health emergency.”)

Funds received from the CRF are considered to be federal financial assistance subject to the Single Audit Act (31 U.S.C. §§ 7501-7507) and the related provisions of the Uniform Guidance, 2 C.F.R. § 200.303 regarding internal controls, §§ 200.330 through 200.332 regarding subrecipient monitoring and management, and subpart F regarding audit requirements. Fund payments are subject to the following requirements in the Uniform Guidance (2 C.F.R. Part 200): 2 C.F.R. § 200.303 regarding internal controls, 2 C.F.R. §§ 200.330 through 200.332 regarding subrecipient monitoring and management, and subpart F regarding audit requirements. Fund payments to subrecipients would count toward the threshold of the Single Audit Act and 2 C.F.R. part 200, subpart F regarding audit requirements. Subrecipients are subject to a single audit or program specific audit pursuant to 2 C.F.R. § 200.501(a) when subrecipients spend \$750,000 or more in federal awards during their fiscal year.

If any audit, monitoring, investigations, or other compliance review reveals any discrepancies, inadequacies, or deficiencies which are necessary to correct in order to maintain compliance with this agreement, applicable laws, regulations, or the entity’s obligations hereunder, the entity receiving funds agrees to propose and submit to the State a correction action plan to correct such discrepancies or inadequacies within thirty (30) calendar days after the receipt of findings.

The corrective action plan is subject to approval by the State. Fund recipients understand and agree that the entity must make every effort to address and resolve all outstanding issues, findings, or actions identified by the corrective action plan. Failure to promptly and adequately address these findings may result in funds being returned, other related requirements being imposed, or other sanctions and penalties. Entities receiving funds agree to complete any corrective action approved by the State within the time period specified by the State and to the satisfaction of the State, at the sole cost of the entity. The entity shall provide to the State periodic status reports regarding the resolution of any audit, corrective action plan, or other compliance activity for which it is responsible.

Recipients of CRF payments shall maintain and make available to the Treasury OIG upon request all documents and financial records sufficient to establish compliance with subsection 601(d) of the Social Security Act, as amended, (42 U.S.C. 801(d)). An appropriate audit trail

must be maintained to provide accountability for all expenditures of funds, reporting measures and funds received under this agreement.

Records to support compliance may include, but are not limited to: general ledger and subsidiary ledgers used to account for the receipt and disbursement of CRF payments; budget records for 2019 and 2020; payroll, time, and human resource records to support costs incurred for COVID-19-related payroll expenses; receipts of purchases made to address the COVID-19 emergency; contracts and subcontracts entered into using CRF payments and all related documents; grant agreements and grant subaward agreements entered into using CRF payments and all related documents; all documentation of reports, audits, and other monitoring of contractors, including subcontractors, and grant recipient and subrecipients; all documentation supporting the performance outcomes of contracts, subcontracts, grant awards, and grant recipient subawards; all internal and external email/electronic communications related to use of CRF payments; and all investigative files and inquiry reports involving CRF payments.

Records shall be maintained for a period of five (5) years after final payment is made using CRF monies. These record retention requirements are applicable to all recipients and their grantees and subgrant recipients, contractors, and other levels of government that received transfers of CRF payments. The State may direct entities to retain documents for a longer period of time or to transfer certain records to the State or federal custody when it is determined that the records possess long term retention value.

Close Out

The State of Nevada will close-out the allocation when it determines that all applicable administrative actions and all required work has been completed. Entities receiving funds must submit all financial, Fund use, and other reports as required by the *Coronavirus Relief Fund Eligibility Certification* letter and this Terms and Conditions document. Entities receiving funds must promptly refund any balances of unspent cash not used for eligible expenses during the period of March 1, 2020 through December 30, 2020. Unspent funds are to be returned to the State of Nevada no later than December 30, 2020.

APPENDIX A

**Receipt, Acknowledgement, and Agreement to Coronavirus Relief Fund (CFDA # 21.019)
Terms and Conditions**

I, Kevin Dick as District Health Officer
(Chief Executive Officer) *(Job Title)*

for the Washoe County Health District, acknowledge and certify that I:
(Name of Entity)

1. Have read and agree to the Coronavirus Relief Fund Terms and Conditions for Allocations,
2. understands its terms and conditions,
3. had the opportunity to consult with independent legal counsel, and
4. sign this agreement voluntarily.

Printed Name: Kevin Dick

Signature: _____

Title: District Health Officer

Date: _____

Staff Report
Board Meeting Date: September 10, 2020

DATE: September 3, 2020
TO: District Board of Health
FROM: Charlene Albee, EHS Division Director
775-328-2644, calbee@washoecounty.us
SUBJECT: Discussion and possible action to ratify Nevada Administrative Code 447E, SARS-CoV-2 Regulations at Public Accommodation Facilities, as adopted by the Nevada Department of Health and Human Services on August 31, 2020, in response to Senate Bill 4, as approved by Governor Sisolak on August 11, 2020.

SUMMARY

The Nevada Department of Health and Human Services (NDHHS) adopted revisions to Nevada Administrative Code (NAC) 447E as emergency regulations concerning the prevention and response to SARS-CoV-2 (COVID-19) in public accommodation facilities on August 31, 2020. Per Section 15 of Senate Bill 4, as approved by Governor Sisolak on August 11, 2020, the District Board of Health is required to adopt substantively identical regulations within 20 days after the adoption of the initial emergency regulations included in NAC 447E.

District Health Strategic Priority supported by this item:

2. Healthy Environment: Create a healthier environment that allows people to safely enjoy everything Washoe County has to offer.

PREVIOUS ACTION

No previous actions.

BACKGROUND

In response to the COVID-19 public health emergency, the 32nd Special Session of the Nevada Legislature passed SB4 establishing requirements for the NDHHS to adopt emergency regulations for the prevention and response to COVID-19 in public accommodation facilities. NAC 447E establishes minimum standards for cleaning, requires the adoption of protocols and procedures by facilities concerning the prevention of and response to COVID-19, provides for compliance inspections of facilities in certain counties, and limits the civil liability of certain businesses for personal injury or death resulting from COVID-19. The provisions of the COVID-19 regulations are effective during any period in which a public health emergency has been declared by the Governor.

ENVIRONMENTAL HEALTH SERVICES

1001 East Ninth Street, Building B, Reno, Nevada 89512

EHS Office: 775-328-2434 | Fax: 775-328-6176 | washoecounty.us/health

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Subject: Discussion and possible action to ratify NAC 447E

Date: September 10, 2020

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The Environmental Health Services (EHS) Division received a copy of the Draft NAC 447E regulations on August 10th and submitted comments to NDHHS on August 12th. The regulations establish cleaning standards designed to reduce the transmission of COVID-19 throughout a public accommodation facility on both the public and employee side of the house. Additionally, protocols and procedures must be adopted by the facilities to address the health and safety of employees, including daily temperature checks and testing for COVID-19 and the associated time off when necessary. The facilities must also establish, implement, and maintain a written COVID-19 response plan to monitor and respond to potential, suspected and confirmed cases of COVID-19 infection among employees and guests.

Section 2 of SB4 specifically identifies the health district in a county whose population is 100,000 or more but less than 700,000, which is Washoe County, will work with the Nevada Gaming Control Board to advise, make recommendations, and enforce regulations adopted at an establishment that possesses a nonrestricted or restricted gaming license. EHS has requested a copy for review of any adopted plans and/or protocols submitted to the Gaming Control Board prior to the completion of the compliance inspection.

Section 36 of SB4 requires, within 20 days after the adoption of the initial regulations included in NAC 447E, the District Board of Health adopt substantively identical regulations. The District Board of Health cannot comply with the SB4 mandate and the designated statutory timelines established for the adoption of rules. Under the Governor's emergency declaration, the ratification of the NAC 447E regulations can be completed in accordance with NRS 237.110 Adoption of rule during emergency which states:

“The governing body of a local government may adopt a rule without complying with the provisions of NRS 237.030 to 237.150, inclusive, if the governing body declares, by unanimous vote, that emergency action is necessary to protect public health and safety. Such a rule may remain in effect for not more than 6 months after the date on which it was adopted.”

Based on this, EHS is proposing to comply with the provisions of SB4 through the regulations included in NAC 447E, as adopted by NVDHHS on August 31, 2020, with the understanding permanent regulations governing public accommodation facilities must be adopted within 6 months following the designated timelines established in NRS 237.

FISCAL IMPACT

The fiscal impact involves the distribution of CARES funding in the amount \$500,000 from NDHHS to the Washoe County Health District which must be spent by December 30, 2020. The adoption of permanent public accommodation regulations in the next 6 months may include the establishment of an application fee for a permit to operate, however, this has not been determined at this time.

Subject: Discussion and possible action to ratify NAC 447E

Date: September 10, 2020

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RECOMMENDATION

Staff recommends the Board ratify Nevada Administrative Code 447E, SARS-CoV-2 Regulations at Public Accommodation Facilities, as adopted by the Nevada Department of Health and Human Services on August 31, 2020, in response to Senate Bill 4, as approved by Governor Sisolak on August 11, 2020.

POSSIBLE MOTION

Should the Board agree with staff's recommendation, the motion would be:

“Move to ratify Nevada Administrative Code 447E, SARS-CoV-2 Regulations at Public Accommodation Facilities, as adopted by the Nevada Department of Health and Human Services on August 31, 2020, in response to Senate Bill 4, as approved by Governor Sisolak on August 11, 2020.”

Senate Bill No. 4—Committee of the Whole

CHAPTER.....

AN ACT relating to public health; providing certain powers and duties in certain circumstances to a district health department in certain larger counties relating to public health in licensed gaming establishments; requiring the Department of Health and Human Services to establish minimum standards for cleaning in public accommodation facilities in certain counties; requiring the Department to adopt regulations requiring such a facility to adopt protocols and plans concerning the prevention of and response to SARS-CoV-2; providing for inspection of such facilities for compliance with such requirements; limiting the civil liability of certain businesses conducted for profit, governmental entities and private nonprofit organizations for personal injury or death resulting from exposure to COVID-19; authorizing the Secretary of State to suspend the state business license of a person that does not comply with certain health standards related to COVID-19; requiring the transfer of certain money to certain health districts for enforcement purposes; making an appropriation; and providing other matters properly relating thereto.

Legislative Counsel’s Digest:

Existing law: (1) creates a health district in a county whose population is 700,000 or more (currently only Clark County); and (2) authorizes the board of county commissioners and the governing bodies of any towns or cities in a smaller county to create a health district. (NRS 439.361, 439.362, 439.370) Existing law provides for the creation of a district health department in a health district. (NRS 439.362, 439.370) **Sections 1 and 2** of this bill: (1) require a district health department in a county whose population is 100,000 or more (currently Clark and Washoe Counties), upon the request of the Nevada Gaming Control Board, to advise the Board concerning public health matters relating to licensed gaming establishments in the health district; and (2) authorize such a district health department, upon the request of the Board, to enforce regulations adopted by the Board concerning matters of public health against such an establishment.

Sections 3-15 of this bill generally: (1) require the Director of the Department of Health and Human Services and district boards of health in a county whose population is 100,000 or more (currently Clark and Washoe Counties) to adopt by regulation requirements to reduce and prevent the transmission of SARS-CoV-2 in public accommodation facilities in those counties which apply only during the duration of a declaration of a public health emergency due to SARS-CoV-2 and during other periods in which conditions concerning the prevalence of SARS-CoV-2 exist; and (2) provide for the enforcement of those regulations.

Section 11 of this bill requires the Director to adopt regulations requiring a public accommodation facility to establish standards for the cleaning of public accommodation facilities that are designed to reduce the transmission of SARS-CoV-2. **Section 12** of this bill requires the Director to adopt regulations requiring each



public accommodation facility to establish protocols to: (1) limit the transmission of SARS-CoV-2; and (2) train staff concerning the prevention and mitigation of SARS-CoV-2 transmission.

Section 13 of this bill requires the Director to adopt regulations requiring each public accommodation facility to establish, implement and maintain a written SARS-CoV-2 response plan that provides testing and time off for employees who have been exposed to SARS-CoV-2 or are experiencing the symptoms of COVID-19. **Section 13** authorizes: (1) the Nevada Gaming Control Board to require a public accommodation facility under its jurisdiction to submit a copy of its written SARS-CoV-2 response plan to the Board; and (2) the health authority to require a public accommodation facility that is not under the jurisdiction of the Board to submit a copy of its written SARS-CoV-2 response plan to the health authority. **Sections 13, 32 and 33** of this bill provide for the confidentiality of those plans. **Section 14** of this bill requires the Director to adopt regulations prohibiting a public accommodation facility from retaliating against an employee for participating in proceedings related to **sections 3-15** or seeking enforcement of those provisions.

Section 31 of this bill exempts the regulations that the Director is required to adopt in **sections 11-14** from the requirements of the Nevada Administrative Procedure Act concerning the adoption, amendment or repeal of regulations. However, **section 10** of this bill requires the Director to allow any interested person to comment on the adoption, amendment or repeal of those regulations. **Section 10** also prohibits the Director from adopting regulations more stringent than necessary to carry out the requirements of this bill. **Section 15** of this bill requires a district board of health of a health district in a county whose population is 100,000 or more to adopt regulations that are substantively identical to the regulations adopted by the Director in **sections 11-14** and to subsequently amend or repeal its regulations in a conforming manner. **Section 14** provides for the enforcement by the health authority and the Nevada Gaming Control Board of the regulations adopted pursuant to and other provisions of **sections 11-15**. **Sections 16-22** of this bill make conforming changes.

Section 29 of this bill provides that certain businesses conducted for profit, governmental entities and private nonprofit organizations are immune from civil liability for personal injury or death resulting from exposure to COVID-19, if the business, governmental entity or private nonprofit organization substantially complied with controlling health standards. **Section 29** also: (1) requires the complaint in any such civil action to be pled with particularity; and (2) provides that such immunity does not apply if the business, governmental entity or private nonprofit organization violated controlling health standards with gross negligence and the gross negligence was the proximate cause of the personal injury or death. **Section 29** requires the court, as a matter of law, to determine substantial compliance with controlling health standards. **Section 34** of this bill provides that these procedures apply to any cause of action or claim that accrues before, on or after the effective date of this bill and before the later of: (1) the date on which the Governor terminates the emergency described in the Declaration of Emergency for COVID-19 issued on March 12, 2020; or (2) July 1, 2023.

Section 30 of this bill authorizes the Secretary of State to suspend the state business license of a person holding a state business license who does not comply with controlling health standards. **Section 30** requires the Secretary of State to provide notice of the suspension to the person. **Section 39** of this bill provides that the authority to suspend a state business license expires by limitation on the later of the following dates: (1) the date on which the Governor terminates the emergency described in the Declaration of Emergency issued on March 12, 2020; or (2) July 1, 2023.



Section 33.5 of this bill makes an appropriation from the State General Fund to the Legislative Fund for the costs of the 32nd Special Session.

Section 35 of this bill transfers certain money to the applicable health districts to enforce **sections 3-15** and the regulations adopted pursuant thereto. **Section 36** of this bill requires the Director and applicable district boards of health to adopt the regulations required by **sections 11-15** by a prescribed date.

EXPLANATION – Matter in *bolded italics* is new; matter between brackets ~~omitted material~~ is material to be omitted.

THE PEOPLE OF THE STATE OF NEVADA, REPRESENTED IN
SENATE AND ASSEMBLY, DO ENACT AS FOLLOWS:

Section 1. NRS 439.366 is hereby amended to read as follows:

439.366 1. The district board of health has the powers, duties and authority of a county board of health in the health district.

2. The district health department has jurisdiction over all public health matters in the health district.

3. *The district health department:*

(a) Shall, upon the request of the Nevada Gaming Control Board, advise and make recommendations to the Board on public health matters related to an establishment that possesses a nonrestricted gaming license as described in NRS 463.0177 or a restricted gaming license as described in NRS 463.0189 in the health district.

(b) May, upon the request of the Nevada Gaming Control Board, enforce regulations adopted by the Board concerning matters of public health against an establishment that possesses a nonrestricted gaming license as described in NRS 463.0177 or a restricted gaming license as described in NRS 463.0189 in the health district.

4. In addition to any other powers, duties and authority conferred on a district board of health by this section, the district board of health may by affirmative vote of a majority of all the members of the board adopt regulations consistent with law, which must take effect immediately on their approval by the State Board of Health, to:

- (a) Prevent and control nuisances;
- (b) Regulate sanitation and sanitary practices in the interests of the public health;
- (c) Provide for the sanitary protection of water and food supplies;
- (d) Protect and promote the public health generally in the geographical area subject to the jurisdiction of the health district; and
- (e) Improve the quality of health care services for members of minority groups and medically underserved populations.



~~14.1~~ 5. Before the adoption, amendment or repeal of a regulation, the district board of health must give at least 30 days' notice of its intended action. The notice must:

(a) Include a statement of either the terms or substance of the proposal or a description of the subjects and issues involved, and of the time when, the place where and the manner in which interested persons may present their views thereon;

(b) State each address at which the text of the proposal may be inspected and copied; and

(c) Be mailed to all persons who have requested in writing that they be placed on a mailing list, which must be kept by the board for such purpose.

~~15.1~~ 6. All interested persons must be afforded a reasonable opportunity to submit data, views or arguments, orally or in writing, on the intended action to adopt, amend or repeal the regulation. With respect to substantive regulations, the district board of health shall set a time and place for an oral public hearing, but if no one appears who will be directly affected by the proposal and requests an oral hearing, the district board of health may proceed immediately to act upon any written submissions. The district board of health shall consider fully all written and oral submissions respecting the proposal.

~~16.1~~ 7. The district board of health shall file a copy of all of its adopted regulations with the county clerk.

Sec. 2. NRS 439.410 is hereby amended to read as follows:

439.410 1. The district board of health has the powers, duties and authority of a county board of health in the health district.

2. The district health department has jurisdiction over all public health matters in the health district, except in matters concerning emergency medical services pursuant to the provisions of chapter 450B of NRS.

3. *The district health department in a county whose population is 100,000 or more but less than 700,000:*

(a) Shall, upon the request of the Nevada Gaming Control Board, advise and make recommendations to the Board on public health matters related to an establishment that possesses a nonrestricted gaming license as described in NRS 463.0177 or a restricted gaming license as described in NRS 463.0189 in the health district.

(b) May, upon the request of the Nevada Gaming Control Board, enforce regulations adopted by the Board concerning matters of public health against an establishment that possesses a



nonrestricted gaming license as described in NRS 463.0177 or a restricted gaming license as described in NRS 463.0189 in the health district.

4. In addition to any other powers, duties and authority conferred on a district board of health by this section, the district board of health may by affirmative vote of a majority of all the members of the board adopt regulations consistent with law, which must take effect immediately on their approval by the State Board of Health, to:

- (a) Prevent and control nuisances;
- (b) Regulate sanitation and sanitary practices in the interests of the public health;
- (c) Provide for the sanitary protection of water and food supplies; and
- (d) Protect and promote the public health generally in the geographical area subject to the jurisdiction of the health district.

~~14.1~~ 5. Before the adoption, amendment or repeal of a regulation, the district board of health must give at least 30 days' notice of its intended action. The notice must:

(a) Include a statement of either the terms or substance of the proposal or a description of the subjects and issues involved, and of the time when, the place where and the manner in which interested persons may present their views thereon.

(b) State each address at which the text of the proposal may be inspected and copied.

(c) Be mailed to all persons who have requested in writing that they be placed on a mailing list, which must be kept by the district board for such purpose.

~~15.1~~ 6. All interested persons must be afforded a reasonable opportunity to submit data, views or arguments, orally or in writing, on the intended action to adopt, amend or repeal the regulation. With respect to substantive regulations, the district board shall set a time and place for an oral public hearing, but if no one appears who will be directly affected by the proposal and requests an oral hearing, the district board may proceed immediately to act upon any written submissions. The district board shall consider fully all written and oral submissions respecting the proposal.

~~16.1~~ 7. Each district board of health shall file a copy of all of its adopted regulations with the county clerk of each county in which it has jurisdiction.



Sec. 3. Chapter 447 of NRS is hereby amended by adding thereto the provisions set forth as sections 4 to 15, inclusive, of this act.

Sec. 4. 1. *The provisions of sections 4 to 15, inclusive, of this act apply to a county whose population is 100,000 or more.*

2. The regulations adopted pursuant to sections 11 to 15, inclusive, of this act and, except as otherwise provided in subsection 3, the powers, requirements and prohibitions set forth in provisions of sections 4 to 15, inclusive, of this act apply:

(a) During any period in which a public health emergency due to SARS-CoV-2 has been declared by the Governor and remains in effect; or

(b) Each day on which:

(1) The rate of positive test results for SARS-CoV-2 in the county reported by the Division of Public and Behavioral Health of the Department exceeds 5 percent in any rolling 14-day period in the 90-day period immediately preceding that day; or

(2) The number of new COVID-19 cases in the county reported by the Division of Public and Behavioral Health of the Department exceeds 100 new cases per 100,000 residents in any rolling 14-day period in the 90-day period immediately preceding that day.

3. The provisions of subsection 2 do not apply to the requirements relating to the adoption, amendment or repeal of regulations pursuant to sections 11 to 15, inclusive, of this act.

Sec. 5. *As used in sections 4 to 15, inclusive, of this act, unless the context otherwise requires, the words and terms defined in sections 6 to 9, inclusive, of this act have the meanings ascribed to them in those sections.*

Sec. 6. *“Director” means the Director of the Department of Health and Human Services.*

Sec. 7. *“Employee” means any natural person in the service of an employer operating a public accommodation facility who provides such service under any appointment or contract of hire or apprenticeship, express or implied, oral or written, whether lawfully or unlawfully employed.*

Sec. 8. *“Health authority” means the officers and agents of the district health department or, in a location that is not part of a health district, the officers and agents of the Division of Public and Behavioral Health of the Department of Health and Human Services.*

Sec. 9. *“Public accommodation facility” or “facility” means a hotel and casino, resort, hotel, motel, hostel, bed and breakfast*



facility or other facility offering rooms or areas to the public for monetary compensation or other financial consideration on an hourly, daily or weekly basis.

Sec. 10. *1. Any regulation adopted, amended or repealed by the Director pursuant to sections 11 to 14, inclusive, of this act must not exceed or be inconsistent with the requirements of those sections.*

2. The Director must allow any interested person a reasonable opportunity to submit written or oral comment concerning the amendment or repeal of a regulation pursuant to sections 11 to 14, inclusive, of this act.

Sec. 11. *1. The Director shall adopt regulations requiring a public accommodation facility to establish standards for cleaning that are designed to reduce the transmission of SARS-CoV-2. Those standards must require only the following and with no greater frequency than provided in this section:*

(a) The use of cleaning products that are qualified by the United States Environmental Protection Agency for use against SARS-CoV-2 for the cleaning required by paragraphs (b) to (p), inclusive.

(b) Desks, tabletops, minibars that have been used after the most recent cleaning, interior and exterior handles of doors, faucets, toilets, nonporous headboards of beds, light switches, remote controls, telephones, keyboards, touch screens, bed linens, towels, bed scarves and other decorative items on beds in guest rooms to be cleaned every day that the room is in use unless the guest using the room declines in-room housekeeping.

(c) The following high-contact areas and items in locations used by the public and employees to be cleaned regularly throughout the day while in use:

(1) Fixtures with which guests and employees may be expected to have regular physical contact;

(2) Doors and door handles at exterior entrances;

(3) Door handles at interior entrances regularly accessed by guests and employees;

(4) Regularly used computer keyboards, touch screens, credit card readers, printers, telephones, light switches, ice machines, vending machines and other frequently used instruments and equipment; and

(5) Countertops and desks in entrance areas and other high-usage areas.

(d) Glass surfaces, desks, tabletops, door handles and light switches in public areas to be cleaned regularly throughout the day while in use.



(e) Counters, desks, touch screens, keyboards, credit card readers and desktops in front desk areas to be cleaned regularly throughout the day while in use.

(f) Key cards and other types of keys for accessing rooms to be cleaned before those key cards or other keys are issued to another guest or removed from circulation for at least 24 hours after a guest checks out.

(g) Elevator buttons and rails in guest and service elevators to be cleaned regularly throughout the day if the elevator is in use.

(h) Sinks, faucets, walls, toilets, toilet paper dispensers and door handles in employee and public restrooms to be cleaned regularly throughout the day while in use.

(i) Work surfaces, tables, utensils, counters, touch screens and keyboards in areas used for food preparation to be cleaned regularly throughout the day.

(j) Tables, desks, tabletops, door handles and light switches in shared offices, employee locker rooms and employee cafeterias to be cleaned regularly throughout the day while in use.

(k) Exercise equipment, weights, tables, countertops, chairs, lockers and benches in fitness centers to be cleaned regularly throughout the day while in use.

(l) Tabletops in meeting rooms to be cleaned while in use.

(m) Tables, bartops, menus and check presentation holders in bar and dining facilities to be cleaned after use by a guest.

(n) Touch screens and keyboards in bar and dining facilities to be cleaned regularly while in use.

(o) Soiled laundry to be cleaned as necessary.

(p) Laundry carts and hampers to be cleaned regularly throughout the day while in use.

2. A public accommodation facility shall not advise or incentivize guests to decline daily in-room housekeeping.

3. An employer operating a public accommodation facility shall conspicuously post at each employee entrance and on each bulletin board where the facility regularly posts official communications with employees:

(a) A one-page summary of the standards adopted pursuant to subsection 1; and

(b) A list of key contact persons at public health agencies.

4. An employer operating a public accommodation facility shall make available to employees or their bargaining representative a physical or electronic copy of the standards adopted pursuant to subsection 1 upon request at no cost.



Sec. 12. *The Director shall adopt regulations requiring each public accommodation facility to establish protocols to:*

1. Limit the transmission of SARS-CoV-2. Such protocols, must include only the following:

(a) Methods to encourage, to the extent reasonably possible:

(1) Employees to remain at least 6 feet apart from other employees and guests during their work and while on break.

(2) Guests to remain at least 6 feet apart from employees and other guests.

(b) A requirement that employee breaks must be structured to allow social distancing to the maximum extent recommended by the Centers for Disease Control and Prevention of the United States Department of Health and Human Services.

(c) A requirement that workstations must be separated by physical barriers or structured to allow social distancing where practicable to the maximum extent recommended by the Centers for Disease Control and Prevention of the United States Department of Health and Human Services.

(d) Requirements concerning the frequency of hand cleaning for employees.

(e) A requirement that each employee be provided with access to a sink with soap and water for hand washing or hand sanitizer containing at least 60 percent alcohol within reasonable proximity to the work area of the employee.

(f) Policies providing for the availability of hand sanitizer containing at least 60 percent alcohol near locations where employee meetings are held, breakrooms and cafeterias for employees, front desks, bell desks, lobbies, entrances to food and beverage service and preparation areas, principal entrances to the facility and, in a resort hotel, on the casino floor, if:

(1) Those areas are not near hand washing facilities with soap and water; and

(2) A supply of hand sanitizer containing at least 60 percent alcohol is generally available.

(g) Policies for the distribution, at no cost to the employee, of masks and, where appropriate, gloves, based on public health concerns.

2. Train staff concerning the prevention and mitigation of SARS-CoV-2 transmission in the manner prescribed by the Director.

Sec. 13. *1. The Director shall adopt regulations requiring each public accommodation facility to establish, implement and maintain a written SARS-CoV-2 response plan designed to monitor*



and respond to instances and potential instances of SARS-CoV-2 infection among employees and guests. The plan must include only the following:

(a) The designation of a person or persons responsible for overseeing and carrying out on-site enforcement of the plan. The regulations must not require such a person or persons to be on-site at all times.

(b) A requirement that each new employee and each employee returning to work for the first time after March 13, 2020, must undergo testing for SARS-CoV-2, if such testing is available.

(c) The designation of an area of the public accommodation facility where employees will check in every day to receive contact-free temperature measurement and review questions to screen for exposure to SARS-CoV-2.

(d) Requirements that:

(1) The public accommodation facility must notify each employee who is known to have had close contact with a guest or employee who has been diagnosed with COVID-19 not later than 24 hours or as soon as practicable after the employer learns of the diagnosis; and

(2) Each such employee must undergo testing for SARS-CoV-2 and, in addition to any other leave to which the employee is entitled, be given:

(I) Not more than 3 days of paid time off to await testing and testing results; and

(II) Additional paid time off if the public accommodation facility receives documentation of a delay in testing or receiving testing results that exceeds 3 days.

(e) A requirement that each employee who otherwise has a reasonable belief or has been advised that he or she has been in close contact with a person who has tested positive for SARS-CoV-2 must undergo testing for SARS-CoV-2.

(f) Requirements that each employee who notifies his or her employer that he or she is experiencing symptoms of COVID-19:

(1) Must undergo testing for SARS-CoV-2; and

(2) Must not return to work while awaiting the results of that testing.

(g) Requirements that each employee described in paragraph (e) or (f) must, in addition to any other leave to which the employee is entitled, be given for the first occurrence on which the employee gives the employer such notification:

(1) Not more than 3 days of paid time off to await testing and testing results; and



(2) Additional paid time off if the public accommodation facility receives documentation of a delay in testing or receiving testing results that exceeds 3 days.

(h) A requirement that, except as otherwise provided in subsection 3, each employee who tests positive for SARS-CoV-2 or is otherwise diagnosed with COVID-19 and is working or has been recalled to work at the time of the result or diagnosis must be allowed to take at least 14 days off, at least 10 of which must be paid time off.

(i) A requirement that testing for SARS-CoV-2 required by this section must be:

(1) Provided at no cost to the employee; and

(2) Performed on-site or at a testing facility selected by the public accommodation facility.

(j) A requirement that an employee that is required to be tested pursuant to this section authorize the provision of or provide the testing results to the public accommodation facility;

(k) A requirement that any guest who reports testing positive for SARS-CoV-2 or being diagnosed with COVID-19 must be requested to leave the public accommodation facility if practicable and seek medical attention.

(l) A requirement that information pertaining to employees and guests who test positive for SARS-CoV-2 or who are diagnosed with or report symptoms of COVID-19 must be kept confidential, unless the employee or guest agrees otherwise and except as required to be disclosed to public health officials and for purposes of contact tracing or cleaning.

2. The regulations adopted pursuant to this section must define the term "close contact" to have the meaning most recently ascribed to it by the Centers for Disease Control and Prevention of the United States Department of Health and Human Services for the purpose of determining when a person has been in close contact with another person who has tested positive for SARS-CoV-2.

3. An employer who operates a public accommodation facility may submit a request to the Director to increase or decrease the amount of days off required by paragraph (h) of subsection 1. The Director may grant such a request if it is consistent with the recommendations of the Centers for Disease Control and Prevention of the United States Department of Health and Human Services concerning time off for employees who test positive for SARS-CoV-2 or are otherwise diagnosed with COVID-19.



4. For the purposes of this section, paid time off must be calculated at the base rate of pay for the employee. Paid time off taken pursuant to this section:

(a) Must not be deducted from paid time off provided to the employee pursuant to NRS 608.0197 or a policy or contract of the public accommodation facility.

(b) May be deducted from paid sick leave provided pursuant to section 5102(a)(1)-(3) of the Families First Coronavirus Response Act, P.L. 116-127.

5. The health authority may require a public accommodation facility that is not under the jurisdiction of the Nevada Gaming Control Board to submit a written SARS-CoV-2 response plan to the health authority. Except as otherwise provided in this section and notwithstanding any other law, a written SARS-CoV-2 response plan submitted to the health authority is confidential. The health authority may disclose all or a part of such a plan upon:

(a) The request of an authorized agent of the Federal Government, a foreign government or a state or local governmental entity in this State or any of the several states, territories, possessions and dependencies of the United States, the District of Columbia or Puerto Rico.

(b) The order of a court of competent jurisdiction.

(c) Specific authorization of the chief administrative officer of the health district or, in a location that is not part of a health district, the Chief Medical Officer.

6. The Nevada Gaming Control Board may require a public accommodation facility that is under the jurisdiction of the Board to submit a written SARS-CoV-2 response plan to the Board, either alone or as part of an emergency response plan adopted pursuant to NRS 463.790.

7. The provisions of this section must not be construed to preclude an employee who is exposed to or tests positive for SARS-CoV-2 or is diagnosed with COVID-19 from choosing to perform his or her duties remotely instead of taking time off if the job duties of the employee are conducive to remote work.

Sec. 14. 1. The health authority may, upon receiving a complaint or at any time, inspect a public accommodation facility to ensure compliance with the provisions of sections 4 to 15, inclusive, of this act and the regulations adopted pursuant thereto. The health authority shall inspect for such compliance:

(a) Except as otherwise provided in paragraph (b), each public accommodation facility with more than 200 rooms available for sleeping accommodations at least once every 3 months.



(b) Each resort hotel at least once every 2 months.

2. Upon discovering a violation of the provisions of sections 4 to 15, inclusive, of this act or the regulations adopted pursuant thereto and after notice and the opportunity for a hearing, the health authority:

(a) Shall order the public accommodation facility to correct the violation.

(b) May impose an administrative fine of not more than \$500 for each initial violation or \$1,000 for each second or subsequent violation.

(c) If the violation occurs at a public accommodation facility that is not a resort hotel, may notify any local governmental entity responsible for licensing or regulating the public accommodation facility. Upon receiving such notification, the local governmental entity shall review the violation and may take further action, including, without limitation, suspending or revoking the license of the public accommodation facility, to enforce the provisions of sections 4 to 15, inclusive, of this act and the regulations adopted pursuant thereto. Such action must be taken in accordance with any procedures established by the local governmental entity for actions to enforce statutes or regulations or impose disciplinary action generally.

(d) If the violation occurs at a facility subject to the jurisdiction of the Nevada Gaming Control Board, shall notify the Board. Upon receiving such notification, the Board may take further action to enforce the provisions of sections 4 to 15, inclusive, of this act and the regulations adopted pursuant thereto. Such action must be taken in accordance with any procedures established by the Board for actions to enforce statutes or regulations or impose disciplinary action generally.

3. The Director shall adopt regulations prohibiting a public accommodation facility from discharging, reducing the compensation of, increasing the workload of, imposing fees or charges on, changing the duties of or otherwise taking adverse action against an employee in retaliation for participating in proceedings related to sections 4 to 15, inclusive, of this act, or seeking enforcement of those provisions.

4. As used in this section, "resort hotel" has the meaning ascribed to it in NRS 463.01865.

Sec. 15. *1. Within 15 days after the adoption, amendment or repeal of a regulation by the Director pursuant to sections 11 to 14, inclusive, of this act, a district board of health shall, as applicable,*



adopt a substantively identical regulation or amend or repeal its substantively identical regulation in a conforming manner.

2. The provisions of subsections 5 and 6 of NRS 439.366 or subsections 5 and 6 of NRS 439.410, as applicable, do not apply to the adoption, amendment or repeal of a regulation by a district board of health pursuant to subsection 1.

Sec. 16. NRS 447.003 is hereby amended to read as follows:

447.003 As used in ~~this chapter,~~ *NRS 447.003 to 447.210, inclusive*, unless the context otherwise requires, the words and terms defined in NRS 447.007 and 447.010 have the meanings ascribed to them in those sections.

Sec. 17. NRS 447.020 is hereby amended to read as follows:

447.020 1. All bedding, bedclothes or bed covering, including mattresses, quilts, blankets, sheets, pillows or comforters, used in any hotel in this state must be kept clean and free from all filth or dirt.

2. No bedding, bedclothes or bed covering, including mattresses, quilts, blankets, sheets, pillows or comforters, shall be used which is worn out or unsanitary for use by human beings according to the true intent and meaning of ~~this chapter,~~ *NRS 447.003 to 447.210, inclusive.*

Sec. 18. NRS 447.050 is hereby amended to read as follows:

447.050 It is unlawful for any person to use, or to permit another person to use, any of the following portions of a hotel for living or sleeping purposes:

1. Any kitchen, cellar, hallway, water closet, bath, shower compartment, or slop-sink room.

2. Any other room or place which does not comply with the provisions of ~~this chapter,~~ *NRS 447.003 to 447.210, inclusive*, or in which, in the judgment of the health authority, living or sleeping is dangerous or prejudicial to life or health by reason of an overcrowded condition, a want of light, windows, ventilation or drainage, dampness, or offensive or obnoxious odors or poisonous gases in the room or place, or a lack of exits as required by the Uniform Building Code in the form most recently adopted before January 1, 1985, by the International Conference of Building Officials.

Sec. 19. NRS 447.150 is hereby amended to read as follows:

447.150 1. The health authority may exempt any hotel built prior to October 1, 1945, from having the number of water closets, bathtubs or showers required by ~~this chapter,~~ *NRS 447.003 to 447.210, inclusive*, for the following reason: The exemption will not result in detriment to the health of the occupants or to the sanitation of the building.



2. The health authority has no authority under this section to exempt any hotel or portion of a hotel built after October 1, 1945, from having the number of water closets, bathtubs or showers required by ~~this chapter.~~ *NRS 447.003 to 447.210, inclusive.*

Sec. 20. NRS 447.190 is hereby amended to read as follows:

447.190 The health authority is charged with the enforcement of ~~this chapter.~~ *NRS 447.003 to 447.210, inclusive.* The health authority shall keep a record of hotels inspected, and the record or any part thereof may, in the discretion of the health authority, be included in the biennial report to the Director of the Department of Health and Human Services.

Sec. 21. NRS 447.200 is hereby amended to read as follows:

447.200 The health authority shall have access at any time to any hotel in this State for the purpose of making inspections and carrying out the provisions of ~~this chapter.~~ *NRS 447.003 to 447.210, inclusive.*

Sec. 22. NRS 447.210 is hereby amended to read as follows:

447.210 1. Every proprietor, owner, manager, lessee or other person in charge of any hotel in this state who fails to comply with the provisions of NRS 447.003 to 447.200, inclusive, or any of the provisions of the regulations hereby established whether through the acts of himself or herself, his or her agent or employees is guilty of a misdemeanor.

2. Every day that any hotel is in violation of any of the provisions of ~~this chapter.~~ *NRS 447.003 to 447.200, inclusive,* constitutes a separate offense.

Sec. 23. Chapter 41 of NRS is hereby amended by adding thereto the provisions set forth as sections 24 to 29, inclusive, of this act.

Sec. 24. *As used in sections 24 to 29, inclusive, of this act, unless the context otherwise requires, the words and terms defined in sections 25 to 28, inclusive, of this act have the meanings ascribed to them in those sections.*

Sec. 25. 1. *“Business” means a natural person, or a corporation, partnership, association or other business organization, engaging in an activity for profit at a premises located in this State.*

2. *The term does not include a business that operates:*

(a) An agency to provide nursing in the home as defined in NRS 449.0015;

(b) A facility for hospice care as defined in NRS 449.0033;

(c) A facility for intermediate care as defined in NRS 449.0038;

(d) A facility for skilled nursing as defined in NRS 449.0039;



- (e) A hospital as defined in NRS 449.012; or*
- (f) An independent center for emergency medical care as defined in NRS 449.013.*

Sec. 26. *“COVID-19” means:*

- 1. The novel coronavirus identified as SARS-CoV-2;*
- 2. Any mutation of the novel coronavirus identified as SARS-CoV-2; or*
- 3. A disease or health condition caused by the novel coronavirus identified as SARS-CoV-2.*

Sec. 27. *1. “Governmental entity” means the State of Nevada or any of its agencies or political subdivisions. As used in this subsection, “political subdivision” includes any organization or entity described in NRS 41.0305.*

2. The term does not include any public school entity for pupils in preschool, kindergarten, or any grades 1 through 12, including, without limitation, a school district, a charter school or a university school for profoundly gifted pupils.

Sec. 28. *1. “Nonprofit organization” means any private organization not operated for profit.*

2. The term, includes, without limitation, an organization for youth sports or an alumni, charitable, civic, educational, fraternal, patriotic, religious, labor or veterans’ organization, a credit union organized under the provisions of chapter 672 of NRS or the Federal Credit Union Act, or a state or local bar association, that:

(a) Has been determined pursuant to NRS 372.326 to be created for religious, charitable or educational purposes; or

(b) Qualifies as a tax exempt organization pursuant to 26 U.S.C. § 501(c).

3. The term does not include a nonprofit organization that operates:

(a) An agency to provide nursing in the home as defined in NRS 449.0015;

(b) A facility for hospice care as defined in NRS 449.0033;

(c) A facility for intermediate care as defined in NRS 449.0038;

(d) A facility for skilled nursing as defined in NRS 449.0039;

(e) A hospital as defined in NRS 449.012; or

(f) An independent center for emergency medical care as defined in NRS 449.013.

Sec. 29. *1. In any civil action where a plaintiff alleges a personal injury or death as a result of exposure to COVID-19 while on a premises owned or operated by an entity, or during an activity conducted or managed by the entity:*

(a) The complaint must be pled with particularity.



(b) If the entity was in substantial compliance with controlling health standards, the entity is immune from liability unless the plaintiff pleads sufficient facts and proves that:

(1) The entity violated controlling health standards with gross negligence; and

(2) The gross negligence was the proximate cause of the plaintiff's personal injury or death.

(c) If the entity was not in substantial compliance with controlling health standards:

(1) The plaintiff may pursue any claim recognized at common law or by statute; and

(2) The immunity described in paragraph (b) does not apply to the entity.

2. The court shall determine as a matter of law whether an entity was in substantial compliance with controlling health standards at the time of an alleged exposure to COVID-19. The plaintiff has the burden of establishing the entity was not in substantial compliance with controlling health standards.

3. As used in this section:

(a) "Controlling health standards" means any of the following that are clearly and conspicuously related to COVID-19 and that prescribed the manner in which an entity must operate at the time of the alleged exposure:

(1) A federal, state or local law, regulation or ordinance; or

(2) A written order or other document published by a federal, state or local government or regulatory body.

(b) "Entity" means a business, governmental entity or nonprofit organization and the officers and employees of the business, governmental entity or nonprofit organization.

(c) "Premises" means any real property located in this State.

(d) "Substantial compliance" means the good faith efforts of an entity to help control the spread of COVID-19 in conformity with controlling health standards. The entity may demonstrate substantial compliance by establishing policies and procedures to enforce and implement the controlling health standards in a reasonable manner. Isolated or unforeseen events of noncompliance with the controlling health standards do not demonstrate noncompliance by the entity.

Sec. 30. Chapter 76 of NRS is hereby amended by adding thereto a new section to read as follows:

1. In addition to the grounds for suspension or revocation of a state business license set forth in NRS 76.170, if a person who holds a state business license fails to comply with controlling health



standards, the Secretary of State may suspend the state business license of the person until the person complies, in good faith, with controlling health standards.

2. If the license is suspended, the Secretary of State shall provide written notice of the action to the person who holds the state business license.

3. As used in this section:

(a) "Controlling health standards" means any of the following that are clearly and conspicuously related to COVID-19 and that prescribed the manner in which a business must operate at the time the person allegedly failed to comply:

(1) A federal, state or local law, regulation or ordinance; or

(2) A written order or other document published by a federal, state or local government or regulatory body.

(b) "COVID-19" means:

(1) The novel coronavirus identified as SARS-CoV-2;

(2) Any mutation of the novel coronavirus identified as SARS-CoV-2; or

(3) A disease or health condition caused by the novel coronavirus identified as SARS-CoV-2.

Sec. 31. NRS 233B.039 is hereby amended to read as follows:

233B.039 1. The following agencies are entirely exempted from the requirements of this chapter:

(a) The Governor.

(b) Except as otherwise provided in NRS 209.221, the Department of Corrections.

(c) The Nevada System of Higher Education.

(d) The Office of the Military.

(e) The Nevada Gaming Control Board.

(f) Except as otherwise provided in NRS 368A.140 and 463.765, the Nevada Gaming Commission.

(g) Except as otherwise provided in NRS 425.620, the Division of Welfare and Supportive Services of the Department of Health and Human Services.

(h) Except as otherwise provided in NRS 422.390, the Division of Health Care Financing and Policy of the Department of Health and Human Services.

(i) Except as otherwise provided in NRS 533.365, the Office of the State Engineer.

(j) The Division of Industrial Relations of the Department of Business and Industry acting to enforce the provisions of NRS 618.375.



(k) The Administrator of the Division of Industrial Relations of the Department of Business and Industry in establishing and adjusting the schedule of fees and charges for accident benefits pursuant to subsection 2 of NRS 616C.260.

(l) The Board to Review Claims in adopting resolutions to carry out its duties pursuant to NRS 445C.310.

(m) The Silver State Health Insurance Exchange.

(n) The Cannabis Compliance Board.

2. Except as otherwise provided in subsection 5 and NRS 391.323, the Department of Education, the Board of the Public Employees' Benefits Program and the Commission on Professional Standards in Education are subject to the provisions of this chapter for the purpose of adopting regulations but not with respect to any contested case.

3. The special provisions of:

(a) Chapter 612 of NRS for the distribution of regulations by and the judicial review of decisions of the Employment Security Division of the Department of Employment, Training and Rehabilitation;

(b) Chapters 616A to 617, inclusive, of NRS for the determination of contested claims;

(c) Chapter 91 of NRS for the judicial review of decisions of the Administrator of the Securities Division of the Office of the Secretary of State; and

(d) NRS 90.800 for the use of summary orders in contested cases, ↪ prevail over the general provisions of this chapter.

4. The provisions of NRS 233B.122, 233B.124, 233B.125 and 233B.126 do not apply to the Department of Health and Human Services in the adjudication of contested cases involving the issuance of letters of approval for health facilities and agencies.

5. The provisions of this chapter do not apply to:

(a) Any order for immediate action, including, but not limited to, quarantine and the treatment or cleansing of infected or infested animals, objects or premises, made under the authority of the State Board of Agriculture, the State Board of Health, or any other agency of this State in the discharge of a responsibility for the preservation of human or animal health or for insect or pest control;

(b) An extraordinary regulation of the State Board of Pharmacy adopted pursuant to NRS 453.2184;

(c) A regulation adopted by the State Board of Education pursuant to NRS 388.255 or 394.1694;

(d) The judicial review of decisions of the Public Utilities Commission of Nevada;



(e) The adoption, amendment or repeal of policies by the Rehabilitation Division of the Department of Employment, Training and Rehabilitation pursuant to NRS 426.561 or 615.178;

(f) The adoption or amendment of a rule or regulation to be included in the State Plan for Services for Victims of Crime by the Department of Health and Human Services pursuant to NRS 217.130; ~~for~~

(g) The adoption, amendment or repeal of rules governing the conduct of contests and exhibitions of unarmed combat by the Nevada Athletic Commission pursuant to NRS 467.075 ~~H~~; *or*

(h) The adoption, amendment or repeal of regulations by the Director of the Department of Health and Human Services pursuant to sections 11 to 14, inclusive, of this act.

6. The State Board of Parole Commissioners is subject to the provisions of this chapter for the purpose of adopting regulations but not with respect to any contested case.

Sec. 32. NRS 239.010 is hereby amended to read as follows:

239.010 1. Except as otherwise provided in this section and NRS 1.4683, 1.4687, 1A.110, 3.2203, 41.071, 49.095, 49.293, 62D.420, 62D.440, 62E.516, 62E.620, 62H.025, 62H.030, 62H.170, 62H.220, 62H.320, 75A.100, 75A.150, 76.160, 78.152, 80.113, 81.850, 82.183, 86.246, 86.54615, 87.515, 87.5413, 87A.200, 87A.580, 87A.640, 88.3355, 88.5927, 88.6067, 88A.345, 88A.7345, 89.045, 89.251, 90.730, 91.160, 116.757, 116A.270, 116B.880, 118B.026, 119.260, 119.265, 119.267, 119.280, 119A.280, 119A.653, 119A.677, 119B.370, 119B.382, 120A.690, 125.130, 125B.140, 126.141, 126.161, 126.163, 126.730, 127.007, 127.057, 127.130, 127.140, 127.2817, 128.090, 130.312, 130.712, 136.050, 159.044, 159A.044, 172.075, 172.245, 176.01249, 176.015, 176.0625, 176.09129, 176.156, 176A.630, 178.39801, 178.4715, 178.5691, 179.495, 179A.070, 179A.165, 179D.160, 200.3771, 200.3772, 200.5095, 200.604, 202.3662, 205.4651, 209.392, 209.3923, 209.3925, 209.419, 209.429, 209.521, 211A.140, 213.010, 213.040, 213.095, 213.131, 217.105, 217.110, 217.464, 217.475, 218A.350, 218E.625, 218F.150, 218G.130, 218G.240, 218G.350, 226.300, 228.270, 228.450, 228.495, 228.570, 231.069, 231.1473, 233.190, 237.300, 239.0105, 239.0113, 239.014, 239B.030, 239B.040, 239B.050, 239C.140, 239C.210, 239C.230, 239C.250, 239C.270, 239C.420, 240.007, 241.020, 241.030, 241.039, 242.105, 244.264, 244.335, 247.540, 247.550, 247.560, 250.087, 250.130, 250.140, 250.150, 268.095, 268.0978, 268.490, 268.910, 269.174, 271A.105, 281.195, 281.805, 281A.350, 281A.680, 281A.685, 281A.750, 281A.755, 281A.780, 284.4068, 286.110, 286.118,



287.0438, 289.025, 289.080, 289.387, 289.830, 293.4855, 293.5002, 293.503, 293.504, 293.558, 293.5757, 293.870, 293.906, 293.908, 293.910, 293B.135, 293D.510, 331.110, 332.061, 332.351, 333.333, 333.335, 338.070, 338.1379, 338.1593, 338.1725, 338.1727, 348.420, 349.597, 349.775, 353.205, 353A.049, 353A.085, 353A.100, 353C.240, 360.240, 360.247, 360.255, 360.755, 361.044, 361.2242, 361.610, 365.138, 366.160, 368A.180, 370.257, 370.327, 372A.080, 378.290, 378.300, 379.0075, 379.008, 379.1495, 385A.830, 385B.100, 387.626, 387.631, 388.1455, 388.259, 388.501, 388.503, 388.513, 388.750, 388A.247, 388A.249, 391.033, 391.035, 391.0365, 391.120, 391.925, 392.029, 392.147, 392.264, 392.271, 392.315, 392.317, 392.325, 392.327, 392.335, 392.850, 393.045, 394.167, 394.16975, 394.1698, 394.447, 394.460, 394.465, 396.3295, 396.405, 396.525, 396.535, 396.9685, 398A.115, 408.3885, 408.3886, 408.3888, 408.5484, 412.153, 414.280, 416.070, 422.2749, 422.305, 422A.342, 422A.350, 425.400, 427A.1236, 427A.872, 432.028, 432.205, 432B.175, 432B.280, 432B.290, 432B.407, 432B.430, 432B.560, 432B.5902, 432C.140, 432C.150, 433.534, 433A.360, 437.145, 437.207, 439.4941, 439.840, 439.914, 439B.420, 439B.754, 439B.760, 440.170, 441A.195, 441A.220, 441A.230, 442.330, 442.395, 442.735, 442.774, 445A.665, 445B.570, 445B.7773, 449.209, 449.245, 449.4315, 449A.112, 450.140, 450B.188, 453.164, 453.720, 453A.610, 453A.700, 458.055, 458.280, 459.050, 459.3866, 459.555, 459.7056, 459.846, 463.120, 463.15993, 463.240, 463.3403, 463.3407, 463.790, 467.1005, 480.535, 480.545, 480.935, 480.940, 481.063, 481.091, 481.093, 482.170, 482.5536, 483.340, 483.363, 483.575, 483.659, 483.800, 484A.469, 484E.070, 485.316, 501.344, 503.452, 522.040, 534A.031, 561.285, 571.160, 584.655, 587.877, 598.0964, 598.098, 598A.110, 599B.090, 603.070, 603A.210, 604A.303, 604A.710, 612.265, 616B.012, 616B.015, 616B.315, 616B.350, 618.341, 618.425, 622.238, 622.310, 623.131, 623A.137, 624.110, 624.265, 624.327, 625.425, 625A.185, 628.418, 628B.230, 628B.760, 629.047, 629.069, 630.133, 630.2673, 630.30665, 630.336, 630A.555, 631.368, 632.121, 632.125, 632.3415, 632.405, 633.283, 633.301, 633.4715, 633.524, 634.055, 634.214, 634A.185, 635.158, 636.107, 637.085, 637B.288, 638.087, 638.089, 639.2485, 639.570, 640.075, 640A.220, 640B.730, 640C.580, 640C.600, 640C.620, 640C.745, 640C.760, 640D.190, 640E.340, 641.090, 641.221, 641.325, 641A.191, 641A.262, 641A.289, 641B.170, 641B.282, 641B.460, 641C.760, 641C.800, 642.524, 643.189, 644A.870, 645.180, 645.625, 645A.050, 645A.082, 645B.060, 645B.092, 645C.220, 645C.225, 645D.130, 645D.135, 645G.510,



645H.320, 645H.330, 647.0945, 647.0947, 648.033, 648.197, 649.065, 649.067, 652.228, 653.900, 654.110, 656.105, 657A.510, 661.115, 665.130, 665.133, 669.275, 669.285, 669A.310, 671.170, 673.450, 673.480, 675.380, 676A.340, 676A.370, 677.243, 678A.470, 678C.710, 678C.800, 679B.122, 679B.124, 679B.152, 679B.159, 679B.190, 679B.285, 679B.690, 680A.270, 681A.440, 681B.260, 681B.410, 681B.540, 683A.0873, 685A.077, 686A.289, 686B.170, 686C.306, 687A.110, 687A.115, 687C.010, 688C.230, 688C.480, 688C.490, 689A.696, 692A.117, 692C.190, 692C.3507, 692C.3536, 692C.3538, 692C.354, 692C.420, 693A.480, 693A.615, 696B.550, 696C.120, 703.196, 704B.325, 706.1725, 706A.230, 710.159, 711.600, **and section 13 of this act**, sections 35, 38 and 41 of chapter 478, Statutes of Nevada 2011 and section 2 of chapter 391, Statutes of Nevada 2013 and unless otherwise declared by law to be confidential, all public books and public records of a governmental entity must be open at all times during office hours to inspection by any person, and may be fully copied or an abstract or memorandum may be prepared from those public books and public records. Any such copies, abstracts or memoranda may be used to supply the general public with copies, abstracts or memoranda of the records or may be used in any other way to the advantage of the governmental entity or of the general public. This section does not supersede or in any manner affect the federal laws governing copyrights or enlarge, diminish or affect in any other manner the rights of a person in any written book or record which is copyrighted pursuant to federal law.

2. A governmental entity may not reject a book or record which is copyrighted solely because it is copyrighted.

3. A governmental entity that has legal custody or control of a public book or record shall not deny a request made pursuant to subsection 1 to inspect or copy or receive a copy of a public book or record on the basis that the requested public book or record contains information that is confidential if the governmental entity can redact, delete, conceal or separate, including, without limitation, electronically, the confidential information from the information included in the public book or record that is not otherwise confidential.

4. If requested, a governmental entity shall provide a copy of a public record in an electronic format by means of an electronic medium. Nothing in this subsection requires a governmental entity to provide a copy of a public record in an electronic format or by means of an electronic medium if:

(a) The public record:

(1) Was not created or prepared in an electronic format; and



(2) Is not available in an electronic format; or
(b) Providing the public record in an electronic format or by means of an electronic medium would:

(1) Give access to proprietary software; or
(2) Require the production of information that is confidential and that cannot be redacted, deleted, concealed or separated from information that is not otherwise confidential.

5. An officer, employee or agent of a governmental entity who has legal custody or control of a public record:

(a) Shall not refuse to provide a copy of that public record in the medium that is requested because the officer, employee or agent has already prepared or would prefer to provide the copy in a different medium.

(b) Except as otherwise provided in NRS 239.030, shall, upon request, prepare the copy of the public record and shall not require the person who has requested the copy to prepare the copy himself or herself.

Sec. 33. NRS 463.120 is hereby amended to read as follows:

463.120 1. The Board and the Commission shall cause to be made and kept a record of all proceedings at regular and special meetings of the Board and the Commission. These records are open to public inspection.

2. The Board shall maintain a file of all applications for licenses under this chapter and chapter 466 of NRS, together with a record of all action taken with respect to those applications. The file and record are open to public inspection.

3. The Board and the Commission may maintain such other files and records as they may deem desirable.

4. Except as otherwise provided in this section, all information and data:

(a) Required by the Board or Commission to be furnished to it under chapters 462 to 466, inclusive, of NRS or any regulations adopted pursuant thereto or which may be otherwise obtained relative to the finances, earnings or revenue of any applicant or licensee;

(b) Pertaining to an applicant's or natural person's criminal record, antecedents and background which have been furnished to or obtained by the Board or Commission from any source;

(c) Provided to the members, agents or employees of the Board or Commission by a governmental agency or an informer or on the assurance that the information will be held in confidence and treated as confidential;

(d) Obtained by the Board from a manufacturer, distributor or operator, or from an operator of an inter-casino linked system,



relating to the manufacturing of gaming devices or the operation of an inter-casino linked system; ~~for~~

(e) *Obtained by the Board from a public accommodation facility pursuant to section 13 of this act; or*

(f) Prepared or obtained by an agent or employee of the Board or Commission pursuant to an audit, investigation, determination or hearing,

↪ are confidential and may be revealed in whole or in part only in the course of the necessary administration of this chapter or upon the lawful order of a court of competent jurisdiction. The Board and Commission may reveal such information and data to an authorized agent of any agency of the United States Government, any state or any political subdivision of a state or the government of any foreign country. Notwithstanding any other provision of state law, such information may not be otherwise revealed without specific authorization by the Board or Commission.

5. Notwithstanding any other provision of state law, any and all information and data prepared or obtained by an agent or employee of the Board or Commission relating to an application for a license, a finding of suitability or any approval that is required pursuant to the provisions of chapters 462 to 466, inclusive, of NRS or any regulations adopted pursuant thereto, are confidential and absolutely privileged and may be revealed in whole or in part only in the course of the necessary administration of such provisions and with specific authorization and waiver of the privilege by the Board or Commission. The Board and Commission may reveal such information and data to an authorized agent of any agency of the United States Government, any state or any political subdivision of a state or the government of any foreign country.

6. Notwithstanding any other provision of state law, if any applicant or licensee provides or communicates any information and data to an agent or employee of the Board or Commission in connection with its regulatory, investigative or enforcement authority:

(a) All such information and data are confidential and privileged and the confidentiality and privilege are not waived if the information and data are shared or have been shared with an authorized agent of any agency of the United States Government, any state or any political subdivision of a state or the government of any foreign country in connection with its regulatory, investigative or enforcement authority, regardless of whether such information and



data are shared or have been shared either before or after being provided or communicated to an agent or employee of the Board or Commission; and

(b) The applicant or licensee has a privilege to refuse to disclose, and to prevent any other person or governmental agent, employee or agency from disclosing, the privileged information and data.

7. Before the beginning of each legislative session, the Board shall submit to the Legislative Commission for its review and for the use of the Legislature a report on the gross revenue, net revenue and average depreciation of all licensees, categorized by class of licensee and geographical area and the assessed valuation of the property of all licensees, by category, as listed on the assessment rolls.

8. Notice of the content of any information or data furnished or released pursuant to subsection 4 may be given to any applicant or licensee in a manner prescribed by regulations adopted by the Commission.

9. The files, records and reports of the Board are open at all times to inspection by the Commission and its authorized agents.

10. All files, records, reports and other information pertaining to gaming matters in the possession of the Nevada Tax Commission must be made available to the Board and the Nevada Gaming Commission as is necessary to the administration of this chapter.

11. For the purposes of this section, "information and data" means all information and data in any form, including, without limitation, any oral, written, audio, visual, digital or electronic form, and the term includes, without limitation, any account, book, correspondence, file, message, paper, record, report or other type of document, including, without limitation, any document containing self-evaluative assessments, self-critical analysis or self-appraisals of an applicant's or licensee's compliance with statutory or regulatory requirements.

Sec. 33.5. There is hereby appropriated from the State General Fund to the Legislative Fund created by NRS 218A.150 the sum of \$410,000 for the costs of the 32nd Special Session.

Sec. 34. The provisions of sections 24 to 29, inclusive, of this act apply only to a cause of action or claim arising from a personal injury or death specified in section 29 of this act that accrues before, on or after the effective date of this act and before the later of:

1. The date on which the Governor terminates the emergency described in the Declaration of Emergency for COVID-19 issued on March 12, 2020; or
2. July 1, 2023.



Sec. 35. 1. Within 15 days after the effective date of this act, the Chief of the Budget Division of the Office of Finance created by NRS 223.400 shall transfer from Budget Account 101-1327:

(a) The sum of \$2,000,000 to the Southern Nevada Health District created pursuant to NRS 439.362 to enforce the provisions of sections 4 to 15, inclusive, of this act and the regulations adopted thereto.

(b) The sum of \$500,000 to the Washoe County Health District created pursuant to NRS 439.370 to enforce the provisions of sections 4 to 15, inclusive, of this act and the regulations adopted thereto.

2. All money transferred pursuant to subsection 1 must be expended by the recipient health district on or before December 30, 2020. Any remaining balance of the money must not be committed for expenditure on or after December 30, 2020, by the recipient health district or any entity to which the money is granted or otherwise transferred in any manner, and any portion of the money remaining must not be spent for any purpose after December 30, 2020, by either the recipient health district or the entity to which the money was subsequently granted or transferred, and must be reverted to Budget Account 101-1327 on or before December 30, 2020.

Sec. 36. 1. The Director of the Department of Health and Human Services shall adopt the initial regulations required by sections 11 to 14, inclusive, of this act not later than 20 days after the effective date of this act.

2. Notwithstanding the 15-day requirement set forth in section 15 of this act, a district board of health of a health district, as required by section 15 of this act, shall adopt regulations that are substantively identical to the regulations adopted by the Director pursuant to subsection 1 within 30 days after the effective date of this act or within 10 days after the adoption of the regulations by the Director pursuant to subsection 1, whichever is earlier.

Sec. 37. The provisions of NRS 354.599 do not apply to any additional expenses of a local government that are related to the provisions of this act.

Sec. 38. Notwithstanding the provisions of NRS 218D.430 and 218D.435, a committee may vote on this act before the expiration of the period prescribed for the return of a fiscal note in NRS 218D.475. This section applies retroactively from and after August 1, 2020.

Sec. 39. 1. This act becomes effective upon passage and approval.

2. Section 30 of this act expires by limitation on the later of:



- (a) The date on which the Governor terminates the emergency described in the Declaration of Emergency for COVID-19 issued on March 12, 2020; or
- (b) July 1, 2023.



447E Regulations related to SARS-COV-2 and Public Accommodation Facilities

Adopted pursuant to Senate Bill 4 of the 32nd Special Session (2020) by the Director of the Department of Health & Human Services on August 31st, 2020.

447E.001 Definitions.

As used in these regulations, unless the context otherwise requires, the words and terms defined in 447E.005 to 447E.045, inclusive, have the meanings ascribed to them in those sections.

447E.005 “CDC” defined.

“CDC” means the most recent definition ascribed by the Centers for Disease Control and Prevention of the United States Department of Health and Human Services.

447E.010 “Cleaning Product” defined.

“Cleaning product” means an article intended by the manufacturer to be used alone or in combination with other products to physically remove dirt, filth, and other contaminants or to otherwise render pathogens non-infectious. This term includes soaps, detergents, degreasers, abrasives, acids, disinfectants, and sanitizers.

447E.015 “Close Contact” defined.

“Close contact” has the meaning most currently ascribed to it by the CDC for the purpose of determining when a person has been in close contact with another person who has tested positive for SARS-CoV-2.

447E.020 “Coronavirus disease 2019” or “COVID-19” defined.

“Coronavirus disease 2019” or “COVID-19” means:

1. The novel coronavirus identified as SARS-CoV-2;
2. Any mutation of the novel coronavirus identified as SARS-CoV-2; or
3. A disease or health condition caused by the novel coronavirus identified as SARS-CoV-2.

447E.025 “Director” defined.

“Director” has the meaning ascribed to it in Section 6 of Senate Bill 4 of the 32nd Special Session (2020).

447E.030 “Employee” defined.

“Employee” has the meaning ascribed to it in Section 7 of Senate Bill 4 of the 32nd Special Session (2020).

447E.035 “Health authority” defined.

“Health authority” has the meaning ascribed to it in Section 8 of Senate Bill 4 of the 32nd Special Session (2020).

447E.040 “Public accommodation facility” defined.

“Public accommodation facility” or “facility” has the meaning ascribed to it in Section 9 of Senate Bill 4 of the 32nd Special Session (2020).

447E.045 “Resort hotel” defined.

“Resort hotel” has the meaning ascribed to it in NRS 463.01865.

447E.050 Severability.

If any provision of this chapter or any application thereof to any person, thing or circumstance is held invalid, the Director intends that the invalidity not affect the remaining provisions, or their application, that can be given effect without the invalid provision or application.

447E.055 Limitations and applicability.

The provisions of this chapter apply under the conditions described in Section 4 of Senate Bill 4 of the 32nd Special Session (2020).

447E.060 Cleaning standards: requirements.

The public accommodation facility must establish standards for cleaning that are designed to reduce the transmission of SARS-CoV-2. The standards must address the items specified in Section 11, subsection 1, subparagraphs (a) through (p), inclusive, of Senate Bill 4 of the 32nd Special Session (2020).

447E.065 In-room housekeeping.

A public accommodation facility shall not advise or incentivize guests to decline daily in-room housekeeping.

447E.070 Cleaning standards: posting.

A public accommodation facility must conspicuously post at each employee entrance and on each bulletin board where the facility regularly posts official communications with employees:

1. A one-page summary of the standards adopted pursuant to 447E.060; and
2. A list of key contact persons at public health agencies.

A public accommodation facility must make available to employees or their bargaining representative a physical or electronic copy of the standards adopted pursuant to 447E.060 upon request at no cost.

447E.075 Prevention and mitigation protocols; employee training.

A public accommodation facility must establish and implement protocols to:

1. Limit the transmission of SARS-CoV-2. The protocols must address the items specified in Section 12, subsection 1, subparagraphs (a) through (g), inclusive, of Senate Bill 4 of the 32nd Special Session (2020).
2. Train employees on ways to prevent and mitigate transmission of SARS-CoV-2. The facility must document and maintain records of training. Such records must be made available to the health authority upon request.

447E.080 Response plan.

A public accommodation facility must establish, implement, and maintain a written SARS-CoV-2 response plan to monitor and respond to instances and potential instances of SARS-CoV-2 infection among employees and guests. The response plan must:

1. Designate a person or persons responsible for overseeing and carrying out on-site compliance with the plan. The designated person or persons must be available to respond to the health authority upon request;
2. Include the provisions of Section 13, subsection 1, subparagraphs (b) through (l), inclusive, of Senate Bill 4 of the 32nd Special Session (2020); and
3. Be submitted to the health authority upon request.

447E.085 Paid time off: requirements.

For the purposes of Section 13, subsection 1 of Senate Bill 4 of the 32nd Special Session (2020), paid time off must be calculated as described in Section 13, subsection 4 of Senate Bill 4 of the 32nd Special Session (2020).

447E.090 Paid time off: request to increase or decrease.

A public accommodation facility may submit a request to the Director to increase or decrease the number of days off required by Section 13, subsection 1, subparagraph (h) of Senate Bill 4 of the 32nd Special Session (2020). The Director will grant or deny the request in accordance with the requirements of Section 13, subsection 3 of Senate Bill 4 of the 32nd Special Session (2020).

447E.095 Paid time off: option to work remotely.

The provisions of this chapter must not be construed to preclude an employee who is exposed to or tests positive for SARS-CoV-2 or is diagnosed with COVID-19 from choosing to perform their duties remotely instead of taking time off if the job duties of the employee are conducive to remote work.

447E.100 Enforcement: prohibition on retaliation for participating in enforcement proceedings.

A public accommodation facility is prohibited from discharging, reducing the compensation of, increasing the workload of, imposing fees or charges on, changing the duties of or otherwise taking adverse action against an employee in retaliation for participating in proceedings related to this chapter, or seeking enforcement of those provisions.

447E.105 Inspection of public accommodation facility; notification of findings.

1. The health authority may inspect a public accommodation facility for compliance with this chapter, order corrections of violations, and impose administrative fines in accordance with the provisions of Section 14 of Senate Bill 4 of the 32nd Special Session (2020).
2. When a public accommodation facility is found in violation or has corrected a violation as required pursuant to subsection 1 of this section, the health authority may notify the Nevada Gaming Control

Board, the Secretary of State, and any local governmental entity responsible for licensing or regulating the public accommodation facility.

447E.110 Fines.

The health authority shall charge and collect an administrative fine for violations of the provisions of this chapter and after notice and opportunity for hearing as provided in 447E.105, in accordance with the following schedule:

For each initial violation\$500

For each second or subsequent violation.....\$1000