

Washoe County District Board of Health Meeting Notice and Agenda

Members

Kitty Jung, Chair
Julia Ratti, Vice Chair
Oscar Delgado
Dr. George Hess
David Silverman
Dr. John Novak
Michael D. Brown

**Thursday, July 28, 2016
1:00 p.m.**

**Washoe County Administration Complex
Commission Chambers, Building A
1001 East Ninth Street
Reno, NV**

Items for Possible Action. All items numbered or lettered below are hereby designated for possible action as if the words “for possible action” were written next to each item (NRS 241.020). An item listed with asterisk (*) next to it is an item for which no action will be taken.

1:00 p.m.

1. *Roll Call and Determination of Quorum

2. *Pledge of Allegiance

3. *Public Comment

Any person is invited to speak on any item on or off the agenda during this period. 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.

4. Approval of Agenda

July 28, 2016

5. Approval of Draft Minutes

June 23, 2016

6. *Recognitions

A. Years of Service

- i. Suzanne Dugger, 15 years, hired 7/2/2001 – EHS

B. Years of Service/Retirement

- i. Susan Lampman, OSS, 20 years, hired 7/29/96, retiring 7/29/2016 – EHS

C. Retirements

- i. Norma Jackson, OA III, 10 years, hired 10/23/2006, retiring 7/29/2016 – EPHP

D. New Hires

- i. Amy Santos, OSS, hired 7/11/16 – EHS
ii. Kristen Wofford, OSS, hired 7/11/16 – EHS

7. Consent Items

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. Budget Amendments/Interlocal Agreements

- i. Approve the termination of an Interlocal Agreement between the Washoe County Health District and the University of Nevada School of Medicine for physician consulting services for the Immunization Program to be effective August 31, 2016; and if approved, authorize the Chair to sign the termination letter.
Staff Representative: Nancy Kerns-Cummins
- ii. Approve an Interlocal Agreement between the Washoe County Health District and the University of Nevada School of Medicine Integrated Clinical Services, Inc. and the University of Nevada School of Medicine Multispecialty Group Practice North, Inc., dba MEDSchool Associates North (MSAN), for physician consulting services for the Immunization Program for monthly installments of \$669.38 effective September 1, 2016; and if approved, authorize the Chair to execute the agreement.
Staff Representative: Nancy Kerns-Cummins
- iii. Accept a Subgrant Award from the State of Nevada Department of Health and Human Services, Division of Public & Behavioral Health for the period July 1, 2016 through June 30, 2017 in the total amount of \$62,284.00 (no required match) in support of the Community and Clinical Health Services Division (CCHS) Fetal Infant Mortality Review (FIMR) Program IO 11176 and authorize the District Health Officer to execute the Subgrant Award.
Staff Representative: Nancy Kerns-Cummins
- iv. Accept Subgrant Amendment #1 from the State of Nevada Department of Health and Human Services, Division of Public & Behavioral Health retroactive to October 1, 2015 through September 30, 2016 for an additional \$55,722.00 (no required match) in support of the Community and Clinical Health Services Division (CCHS) Women, Infants and Children Program (WIC) Program, IO 10031 and authorize the District Health Officer to execute the Subgrant Amendment.
Staff Representative: Nancy Kerns-Cummins
- v. Approve Subgrant Amendment #1 (to add Year 2 activities in Scope of Work) from the Nevada Department of Health and Human Services, Division of Public and Behavioral Health, for the period April 1, 2015 through March 31, 2017 in support of the Centers for Disease Control and Prevention (CDC) Epidemiology & Laboratory Capacity (ELC) – Ebola Supplement Federal Grant Program, IO 11242; and if approved authorize the District Health Officer to execute the Subgrant Award.
Staff Representative: Patsy Buxton
- vi. Retroactive approval of Notice of Subgrant Award from the Nevada Department of Health and Human Services, Division of Public and Behavioral Health, for the period July 1, 2016 through May 17, 2020 in the total amount of \$32,279 (\$8,069.75 per year) in support of the Public Health Preparedness HPP Ebola Program, IO-11286; and if approved authorize the District Health Officer to execute the Subgrant Award.
Staff Representative: Patsy Buxton

- vii. Retroactive approval of the Grant Agreement #A-00905416-1 from the U.S. Environmental Protection Agency (EPA) for funding in the amount of \$684,564 for the period 10/1/15 – 9/30/16 for the Air Quality Management, EPA Air Pollution Control Program, IO 10019.
Staff Representative: Patsy Buxton
 - B. Recommendation to Uphold Citations Not Appealed to the Air Pollution Control Hearing Board
Staff Representative: Charlene Albee
 - i. Toll Brothers, Case No. 1185, Citation No. 5534
 - ii. Silverado Homes, Case No. 1186, Citation No. 5535
 - C. Acknowledge receipt of the Health District Fund Financial Review for June, Fiscal Year 2016
Staff Representative: Anna Heenan
- 8. Review, discussion and possible adoption of the Business Impact Statements regarding Proposed Amendments to the Regulations of the Washoe County District Board of Health Governing Food Establishments (proposing deletion of sections 240.060 and 240.065 related to grades and grading of food establishments, addition of provisions from the U.S. Food and Drug Administration Model Food Code, as well as minor edits and formatting corrections) with a finding that the revised regulations do not impose a direct and significant economic burden on a business; nor do the revised regulations directly restrict the formation, operation or expansion of a business; and set a public hearing for possible adoption of the proposed revisions to the Regulations for August 25, 2016 at 1:00 pm.**
Staff Representative: Amber English
- 9. *Presentation on Prescription Drug Abuse and Overdose Data for Washoe County**
Presented by: Julia Peek, MHA, Deputy Administrator, Community Services, NDPBH
- 10. Regional Emergency Medical Services Authority**
Presented by Don Vonarx and Kevin Romero
 - A. Review and Acceptance of the Compliance Report for June 2016
 - *B. Update concerning the implementation of the updated REMSA franchise response map
 - *C. Operations Update for June 2016
- 11. *Regional Emergency Medical Services Advisory Board April Meeting Summary**
Staff Representative: Christina Conti
- 12. Discussion and possible approval of immediate implementation of a northern boundary clarification of the Washoe County REMSA ambulance franchise service**
Staff Representative: Christina Conti
- 13. Discussion and Possible Adoption of Amended Board Bylaws and Proposed Rules, Policies and Procedures. [Ratti, Hess]**
Staff Representative: Kevin Dick
- 14. *Staff Reports and Program Updates**
 - A. Air Quality Management, Charlene Albee, Director
Program Update, Divisional Update, Program Reports
 - B. Community and Clinical Health Services, Steve Kutz, Director
Divisional Update – Patagonia Health; Program Reports

- C. Environmental Health Services, Bob Sack, Director
EHS Division and Program Updates - Food, Land Development, Vector-Borne Disease, Waste Management and EHS Inspections / Permits / Plan Review
- D. Epidemiology and Public Health Preparedness, Dr. Randall Todd, Director
Program Updates for Communicable Disease, Public Health Preparedness, and Emergency Medical Services
- E. Office of the District Health Officer, Kevin Dick, District Health Officer
Strategic Planning, Regional License/Permit Program, Legislature, Prescription Drug Abuse, Quality Improvement, Truckee Meadows Healthy Communities (TMHC), Community Health Improvement Plan, Other Events and Activities and Health District Media Contacts

15. *Board Comment

Limited to announcements or issues for future agendas.

16. *Public Comment

Any person is invited to speak on any item on or off the agenda during this period. 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.

17. Adjournment

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, PO Box 1130, Reno, NV 89520-0027, or by calling 775.328.2416, 24 hours prior to the meeting.

Public Comment. During the “Public Comment” items, anyone may speak 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 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. In order to speak during any public comment, each speaker must fill out a “Request to Speak” form and/or submit comments for the record to the Recording Secretary. Public comment and presentations for individual agenda items are limited as follows: fifteen minutes each for staff and applicant presentations, five minutes for a speaker representing a group, and three minutes for individual speakers unless extended by questions from the Board or by action of the Chair.

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 – Limited to Announcement or Issues for future Agendas.”

Posting of Agenda; Location of Website.

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

Downtown Reno Library, 301 S. Center St., Reno

Reno City Hall, 1 E. 1st St., Reno, NV

Sparks City Hall, 431 Prater Way, Sparks, NV

Washoe County Administration Building, 1001 E. 9th St, Reno, NV

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

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

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. Dawn Spinola, 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. Spinola is located at the Washoe County Health District and may be reached by telephone at (775) 328-2415 or by email at dspinola@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.

Washoe County District Board of Health Meeting Minutes

Members

Kitty Jung, Chair
Julia Ratti, Vice Chair
Oscar Delgado
Dr. George Hess
David Silverman
Dr. John Novak
Michael D. Brown

**Thursday, June 23, 2016
1:00 p.m.**

**Washoe County Administration Complex
Commission Chambers, Building A
1001 East Ninth Street
Reno, NV**

1. Roll Call and Determination of Quorum

Chair Jung called the meeting to order at 1:01 p.m.

The following members and staff were present:

Members present: Kitty Jung, Chair
Julia Ratti, Vice Chair (arrived at 1:07 p.m.)
Dr. George Hess
Dr. John Novak
Oscar Delgado (arrived at 1:05 p.m.)
David Silverman

Members absent: Mike Brown

Ms. Spinola verified a quorum was present.

Staff present: Kevin Dick, District Health Officer, ODHO
Leslie Admirand, Deputy District Attorney
Anna Heenan, Administrative Health Services Officer, AHS
Randall Todd, Director, EPHP
Steve Kutz, Director, CCHS
Charlene Albee, Director, AQM
Bob Sack, Director, EHS
Lona Cavallera, Health Educator, CCHS
Dawn Spinola, Administrative Secretary/Recording Secretary, ODHO

2. Pledge of Allegiance

Phil Ulibarri led the pledge to the flag.

3. Public Comment

As there was no one wishing to speak, Chair Jung closed the public comment period.

4. Approval of Agenda

June 23, 2016

Dr. Hess moved to approve the agenda for the June 23, 2016, District Board of Health regular meeting. Dr. Novak seconded the motion which was approved four in favor and none against.

5. Approval of Draft Minutes

May 26, 2016

Dr. Novak moved to accept the minutes of the May 26, 2016 District Board of Health meeting as written. Dr. Hess seconded the motion which was approved four in favor and none against.

6. Recognitions

A. Transfer

1. Nancy Kerns-Cummins, Fiscal Compliance Officer, to Health District from Social Services, started 6/6/16 – AHS

Ms. Heenan introduced Ms. Kerns-Cummins, reviewed her career with the County and stated she was pleased that Ms. Kerns-Cummins had accepted the job.

B. Presentation of Healthy Hospitality Hero Awards

Staff Representative: Lona Cavallera

- a. Whitney Peak Hotel
- b. Our Bar
- c. The Stick Sports Lounge

Ms. Cavallera explained the presentations were being given to the local businesses in appreciation for providing a smoke-free environment. The businesses had been identified by community partners. Accepting for Whitney Peak: Eric Olsen, Assistant General Manager. Accepting for Our Bar: Manager George Ward. Accepting for The Stick Sports Lounge: Communications Manager Tiana Campagna.

The Board and audience congratulated the representatives with rounds of applause.

Chair Jung thanked Ms. Cavallera for organizing the recognition and for her encouragement of smoke-free environments throughout the County.

7. Consent Items

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. Budget Amendments/Interlocal Agreements

- i. Approve Subgrant Amendment #1 from the Nevada Department of Health and Human Services, Division of Public and Behavioral Health, for the period July 1, 2015 through June 30, 2017 in the total amount of \$248,720 in support of the Centers for Disease Control and Prevention (CDC) Public Health Preparedness (PHP) – Preparedness, Assurance, Inspections and Statistics (PAIS), IO 11257; and if approved authorize the Chair to execute.

Staff Representative: Patsy Buxton

- ii. Approval of Grant Agreement PM-00T56401-2 from the U.S. Environmental Protection Agency (EPA) for funding in the amount of \$113,889 (\$61,055 available for drawdown) for the period 4/1/16 through 3/31/17 for the Air Quality

Management, EPA Air Pollution Control Program, IO 10021; approve amendments totaling an increase of \$20,025 in both revenue and expense to FY17 Air Pollution Control Grant Program, IO 10021.

Staff Representative: Patsy Buxton

B. Recommendation to Uphold Citations Not Appealed to the Air Pollution Control Hearing Board

Staff Representative: Charlene Albee

i. Aspen Earthworks, Case No. 1184, Citation No. 5533

C. Acknowledge receipt of the Health District Fund Financial Review for May, Fiscal Year 2016

Staff Representative: Anna Heenan

Vice Chair Ratti moved to accept the Consent Agenda as presented. Dr. Novak seconded the motion which was approved six in favor and none against.

8. Regional Emergency Medical Services Authority

Presented by Don Vonarx and Kevin Romero

A. Review and Acceptance of the Compliance Report for May 2016

Mr. Vonarx introduced the item and offered to answer questions.

Dr. Hess moved to accept the Compliance Report. Vice Chair Ratti seconded the motion which was approved six in favor and none against.

*B. Operations Update for May 2016

Paul Burton, speaking on behalf of Mr. Romero, explained that REMSA had held an awards celebration during EMS week, and had offered post-traumatic stress courses for EMS providers. Additionally, they provided training for active shooter situations and trauma care. Staff also participated in Broken Wing tabletop exercises.

Chair Jung noted the Board of Fire Commissioners had agreed to the Mutual Aid agreement between Truckee Meadows Fire Protection District (TMFPD) and REMSA regarding the use of a TMFPD ambulance in Washoe Valley. She confirmed the agreement had been finalized.

9. Presentation, Discussion and Possible Approval of Interlocal Agreement between the Washoe County Health District for its Vector-Borne Diseases Program and City of Reno to stage, land and fly a helicopter at Fire Station 12 for mosquito treatment of 700 acres in the South Meadows and Damonte Ranch area.

Staff Representative: Jim Shaffer

Mr. Shaffer presented the staff report.

Chair Jung clarified that Washoe County would build the landing platform and the City of Reno had agreed to maintain it. Washoe County would be responsible for its removal. Mr. Shaffer explained the County Roads department would be putting in the pad and the County was also responsible for maintenance. Chair Jung noted it could serve as another asset for the community in case of an emergency. Mr. Shaffer verified it was being viewed as a multi-purpose site.

Dr. Novak noted that Section 5.1 stated the Health Department agrees to the extent allowed by law and requested further clarification. Deputy District Attorney (DDA) Admirand explained there were certain liability limits that the entities were subject to under Nevada Revised Statutes (NRS).

Mr. Shaffer expressed his thanks for assistance provided by DDA Admirand, Patsy Buxton and Ms. Spinola.

DDA Admirand clarified the DBOH was only approving the Interlocal Agreement. The Right of Entry included in the packet was for reference only and was between Washoe County Community Services Department and the City of Reno.

Dr. Novak moved to approve the agreement. Councilmember Delgado seconded the motion which was approved six in favor and none against.

10. Introduction, Discussion and Possible Direction to Staff regarding Amended Board Bylaws and proposed Rules, Policies and Procedures for Potential Adoption at the July 2016 DBOH meeting. [Ratti, Hess]

Staff Representative: Kevin Dick

Mr. Dick presented the item.

Chair Jung thanked Dr. Hess for guiding the development of the documents for the Board. She thanked Ms. Ratti for her input as well.

Dr. Hess introduced the proposed Bylaws and proposed Rules, Policies and Procedures for possible adoption at the July, 2016 meeting.

Chair Jung noted that if any major changes were proposed prior to adoption, it would be necessary to re-introduce the documents.

11. Discussion and Possible Direction to pursue Accreditation through the Public Health Accreditation Board (PHAB) and to provide Semi-Annual Progress Reports to the District Board of Health. [Novak]

Staff Representative: Kevin Dick

Mr. Dick presented the item.

Dr. Hess asked for more details regarding the differences between the new and old fee schedules and Dr. Novak explained there was not much difference as the renewal was built into the new one.

Dr. Novak pointed out that the process would likely require all the efforts of one full-time person to go through it the first time. After that it should require less work. He and Mr. Dick had discussed and agreed it would be more efficient to complete some of the required documents ahead of time so the application process was not so time-consuming.

Mr. Dick explained that under the new fee structure, the initial cost was \$21,000 and the annual fee would be \$9,000. Although 5-year reaccreditation fees under the current schedule had not yet been established, he had run projections assuming 75% of the new, lower initial fee. Based on those numbers, if the Health District were to apply under the new fee schedule in another year, after the first six years the cost would be about \$7,000 more. If the application were submitted in two years, the costs would be approximately the same.

Mr. Silverman requested an explanation of the benefits of accreditation. Mr. Dick opined one benefit was the quality improvement that was being conducted throughout the Health District. He suggested the other benefits were difficult to quantify at this point. He noted there had been substantial growth in the number of accredited health agencies and it was anticipated that accreditation would assist in obtaining grant funding as they could prove the requirements had already been met.

Mr. Dick went on to opine that in the future, accreditation will be required by some programs and that it also reflects that the Health District is doing a good job with the tax dollars

contributed by citizens. He noted Dr. Novak has had discussions with the Executive Director of the PHAB and passed along information he had received.

Dr. Novak explained Dr. Bender had been in discussions with the Centers for Disease Control (CDC) and Health officials in Washington DC. A plan is under discussion that would allow a substantially streamlined grant application process for accredited agencies.

Dr. Hess noted accreditation status does force an agency to periodically reevaluate itself. He explained he was concerned about the costs, but if the application was not to be submitted for another year, that allowed the opportunity to budget for the initial fee. He opined there was value to obtaining the accreditation status.

Vice Chair Ratti noted there was work to be done to complete the required documentation as well as the work to go through the actual process. Mr. Dick confirmed that was correct and pointed out the prerequisites have already been completed. The Accreditation Board had advised the process to compile the documentation and apply would take approximately a year.

Vice Chair Ratti asked how long it would take to complete the documentation without going through the application process. Mr. Dick stated he anticipated it would take approximately a year.

Vice Chair Ratti opined the suggested motion, regarding pursuing accreditation, may be a bit aggressive, as the District was not currently in a position to actually pursue it. She suggested the motion should be to spend a year working on preparation, and after that the Board could revisit and evaluate and perhaps direct staff to apply at that time.

Mr. Dick requested the decision that the Board make include the intent to apply when the Health District is ready. He explained steps would be taken along the way to appoint an Accreditation Coordinator and build an Accreditation Readiness Team, and it would help staff to know the commitment to apply is in place.

Dr. Novak explained that had been the thought process as the motion was crafted, to pursue, not apply at this time, due to the fact more documentation needed to be completed and coordinated. He pointed out that most of the documents were already finished. He agreed the decision to actually apply should come in the future.

Dr. Novak moved to direct the District Health Officer and staff to pursue accreditation through the Public Health Accreditation Board and to provide semi-annual progress reports to the District Board of Health. Dr. Hess seconded the motion.

Chair Jung asked Dr. Novak to gather any helpful information he could while he was at the national conference, and to report it back to the Board.

The motion was approved six in favor and none against.

12. *Staff Reports and Program Updates

A. Air Quality Management, Charlene Albee, Director
Program Update, Divisional Update, Program Reports

Ms. Albee explained the different aspects of the Idle Free idle reduction campaign that were under way, including efforts to engage citizens and the construction industry. She noted numerous governing agencies have started work on policies.

Vice Chair Ratti shared that the staff from the City of Sparks was very complementary of the Washoe Health District staff on the Accela project collaboration. Ms. Albee recognized it had been a true group effort and reviewed the time commitment staff has been making to

be sure the project is successful. Vice Chair Ratti reiterated the complement had been specifically directed towards the Health District.

Dr. Novak stated he lived near two major truck stops, and idling occurs constantly. He asked if the Idle Free campaign would include the truckers. Ms. Albee explained they would also be targeted, but the Nevada Trucking Association had not responded positively to initial outreach. It was possible to create an enforceable rule, but enforcement activities could be challenging.

Chair Jung noted she had seen indications that the idling reduction message was spreading throughout the community. She also noted that it was occasionally necessary for the trucks to keep running so that the driver's health and safety were not compromised by severe cold or heat. Ms. Albee acknowledged that safety was a substantial consideration.

B. Community and Clinical Health Services, Steve Kutz, Director

Divisional Update – Patagonia Health; Poison Prevention Trainings; Program Reports

Mr. Kutz provided an update regarding the launch of the new electronic recordkeeping system.

Chair Jung noted she had seen information that indicated the nasal flu spray was less effective than a vaccine, and requested a report on what the Health District protocol would be for the next flu season. Mr. Kutz reported the Advisory Committee on Immunization Practices is not recommending the nasal spray for the upcoming season. CCHS staff will work with Dr. Trudy Larsen to develop a protocol and he opined the spray will not be an option for children.

Dr. Hess indicated he was pleased the County had gotten involved in the refugee situation, and suggested it would be prudent to track to be sure the incoming refugees had received all required immunizations. Mr. Kutz explained data was routinely obtained through a federal program and he reviewed their protocols for Tuberculosis screening. Immigrants and their children are expected to adhere to the immunization requirements set by the state.

C. Environmental Health Services, Bob Sack, Director

EHS Division and Program Updates - Food, Land Development, Vector-Borne Disease, Waste Management and EHS Inspections / Permits / Plan Review

Mr. Sack stated he had nothing further to add but was happy to answer questions.

Vice Chair Ratti noted the complement from the City of Sparks regarding the Accela project was extended to the Environmental Health Services staff as well. He opined the City staff had also been great to work with.

D. Epidemiology and Public Health Preparedness, Dr. Randall Todd, Director

Program Updates for Communicable Disease, Public Health Preparedness, and Emergency Medical Services

Mr. Todd reported that flu season was officially over and it had been fairly unremarkable, and that EMS staff presented information received at the EMS Today conference to the Pre-Hospital Medical Advisory Committee.

Chair Jung noted a child in North Carolina had died from *Naegleria Fowleri* after visiting a water park. She emphasized the need to maintain our water systems and commercial parks in a safe manner.

E. Office of the District Health Officer, Kevin Dick, District Health Officer

Strategic Planning, Prescription Drug Abuse, Recommendations to the Legislative Committee on Health Care, Community Health Improvement Plan, Truckee Meadows Healthy Communities (TMHC), Quality Improvement, Other Events and Activities and Health District Media Contacts

Mr. Dick explained staff was continuing to work with OnStrategy staff to develop an action plan with detailed initiatives for each of the Specific Plan goals.

Mr. Dick noted the prescription drug abuse problem continued to draw attention. The Governor had held a meeting to gather input, Health District staff was in attendance. A website has been set up with all of the presentations. Mr. Dick has asked Julia Peek to provide an update regarding the current status in Washoe County to the Board at the July meeting. A town hall meeting will be held in conjunction with the Community Opioid Response Alliance at UNR on July 12. The state is planning to hold a summit in August.

Mr. Dick worked with the local health authorities and the NV Public Health Association to develop joint recommendations for the Legislative Committee on Health Care. The group submitted a recommendation to mandate height and weight measurement in schools, the school district has said they will no longer do those measurements. Additionally, the group submitted recommendations for fluoridation in counties with populations of 400,000 or more, that e-cigarettes be added to the Clean Indoor Air Act, and that they be taxed as cigarettes.

Mr. Dick went on to explain the group had also recommended establishing a block grant program for non-categorical state funding to local health authorities and to provide funding for EMS and trauma system oversight and trauma prevention efforts through insurance policy surcharges.

Mr. Dick noted the CHIP and work groups were making progress and the Quality Improvement plan for FY17 will be finalized shortly.

Mr. Dick thanked Councilmember Delgado and Dr. Novak for attending the Point of Dispensing signing ceremony with the Reno-Sparks Indian Colony. He presented a brief video from the event.

Dr. Hess noted there was an obesity epidemic and asked if there was a way to try to get the school district to reconsider their stance on height and weight measurements. Mr. Dick stated he would be discussing this with the Deputy Superintendent. He noted there had been a bill introduced at the last Legislative session that would continue the height and weight mandate, as well as adding other health requirements, but the bill had not passed and the mandate had had sunsetted.

Dr. Novak stated he agreed with Dr. Hess, as obesity is a huge problem. He opined that if it required Legislation to encourage the school district to reinstate the measures, then the Health District should do what it can to help push bills through.

Vice Chair Ratti asked if there had been any discussion about being proactive regarding coming forward with a package of public health priorities should the recreational marijuana question pass. Mr. Dick stated he had spoken with Assistant County Manager Kevin Schiller regarding that topic and he has been working to compile a list of potential impacts and needs. Mr. Dick suggested a meeting be arranged with Vice Chair Ratti, Mr. Schiller, and himself. Vice Chair Ratti expressed her disappointment that the Coalition discussed earlier was not being more proactive and urged them to prepare information for the upcoming Legislative session.

Vice Chair Ratti thanked staff for the Bike Week event.

Chair Jung stated she would like to find a way to levy a surcharge on marijuana sales to fund mental health statewide.

Councilmember Delgado explained that second-hand medical marijuana smoke also impacted people and asked how it would be handled with regard to smoke-free housing. Chair Jung noted that could be a future agenda item request.

13. *Board Comment

None.

14. *Public Comment

As there was no one wishing to speak, Chair Jung closed the public comment period.

15. Adjournment

Chair Jung adjourned the meeting at 2:10 p.m.

Respectfully submitted,



Kevin Dick, District Health Officer
Secretary to the District Board of Health



Dawn Spinola, Administrative Secretary
Recording Secretary

Approved by Board in session on _____, 2016.

DD	AH	—
DHO		—
DA	LA	—
Risk	DME	—

Staff Report
Board Meeting Date: July 28, 2016

TO: District Board of Health

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

SUBJECT: Approve the termination of an Interlocal Agreement between the Washoe County Health District and the University of Nevada School of Medicine for physician consulting services for the Immunization Program to be effective August 31, 2016; and if approved, authorize the Chair to sign the termination letter.

SUMMARY

The Washoe County District Board of Health must approve and execute Interlocal Agreements. The District Health Officer is authorized to execute other agreements on the Board of Health’s behalf not to exceed a cumulative amount of \$50,000 per contractor; over \$50,000 up to \$100,000 would require the approval of the Chair or the Board designee.

District Health Strategic Objective supported by this item: Strengthen District-wide infrastructure to improve public health.

PREVIOUS ACTION

The District Board of Health approved this Agreement on September 24, 2015.

BACKGROUND

The Washoe County Health District has had a long standing relationship with the University of Nevada School of Medicine (UNSOM) for many years. UNSOM has requested contracts reflect the University of Nevada School of Medicine Integrated Clinical Services, Inc., and University of Nevada School of Medicine Multispecialty Group Practice North, Inc. (MSAN). The new agreement reflecting the name change will be presented to the Board for consideration at this meeting.

FISCAL IMPACT

Should the Board approve the Termination Letter, there will be no impact to the adopted FY17 budget as the rate for the new contract is the same and thus projected in the Immunization Program (Cost Center 173500 and Internal Order 10029) under general ledger account 710108-MD Consulting.

RECOMMENDATION

Staff recommends that the Washoe County District Board of Health approve the termination of an Interlocal Agreement between the Washoe County Health District and the University of Nevada School of Medicine for physician consulting services for the Immunization Program to be effective August 31, 2016; and if approved, authorize the Chair to sign the termination letter.

POSSIBLE MOTION

Move to approve the termination of an Interlocal Agreement between the Washoe County Health District and the University of Nevada School of Medicine for physician consulting services for the Immunization Program to be effective August 31, 2016; and if approved, authorize the Chair to sign the termination letter.

**WASHOE COUNTY
HEALTH DISTRICT**
ENHANCING QUALITY OF LIFE

July 28, 2016

Gail Smith, MBA
UNSOM
1664 N. Virginia Street M/S 1332
Reno, NV 89557-1332

Dear Ms. Smith,

The Washoe County Health District ("Health District") has had a long standing relationship with the University School of Medicine (UNSOM) for many years, and looks forward to many more years to come. Due to your request that our contracts with UNSOM have the MSAN name, and not the UNSOM name, the current contract must be terminated, and an updated one executed between our respective agencies.

This letter serves as the written notification required under the "TERMINATION" paragraph attached of the "Agreement" between the Health District and UNSOM/MSAN for immunization consultation services; forthcoming will be an updated contract with the correct name for the University. The termination of the Agreement shall be effective August 31, 2016.

If you have any questions please feel free to contact Steve Kutz at (775) 328-6159.

Sincerely,

Kitty Jung
Chair, Washoe County District Board of Health

cc: Steve Kutz
Linda Gabor
Patsy Buxton
File

DD	AH	-
DHO	LA	-
DA	LA	-
Risk	DME	-

Staff Report
Board Meeting Date: July 28, 2016

TO: District Board of Health

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

SUBJECT: Approve an Interlocal Agreement between the Washoe County Health District and the University of Nevada School of Medicine Integrated Clinical Services, Inc. and the University of Nevada School of Medicine Multispecialty Group Practice North, Inc., dba MEDSchool Associates North (MSAN), for physician consulting services for the Immunization Program for monthly installments of \$669.38 effective September 1, 2016; and if approved, authorize the Chair to execute the agreement.

SUMMARY

The Washoe County District Board of Health must approve and execute Interlocal Agreements. The District Health Officer is authorized to execute other agreements on the Board of Health’s behalf not to exceed a cumulative amount of \$50,000 per contractor; over \$50,000 up to \$100,000 would require the approval of the Chair or the Board designee.

District Health Strategic Objective supported by this item: Strengthen District-wide infrastructure to improve public health.

PREVIOUS ACTION

This is an ongoing agreement that has been entered into annually for many years. The District Board of Health approved the prior year’s Agreement on September 24, 2015.

BACKGROUND

The Washoe County Health District has had a long standing relationship with the University of Nevada School of Medicine (UNSOM) for many years. UNSOM has requested that our contracts reflect the University of Nevada School of Medicine Integrated Clinical Services, Inc., and University of Nevada School of Medicine Multispecialty Group Practice North, Inc. (MSAN). The letter of termination will also be presented for the Board’s consideration at this meeting.

The initial term of this agreement is September 1, 2016 through June 30, 2017; the agreement will be automatically renewed for two successive one-year periods of July 1 through June 30.

FISCAL IMPACT

Should the Board approve this agreement, there will be no impact to the adopted FY17 budget as the rate for the new contract is the same and thus projected in the Immunization Program (Cost Center 173500 and Internal Order 10029) under general ledger account 710108-MD Consulting.

RECOMMENDATION

Staff recommends that the Washoe County District Board of Health approve an Interlocal Agreement between the Washoe County Health District and the University Of Nevada School of Medicine Integrated Clinical Services, Inc. and the University Of Nevada School of Medicine Multispecialty Group Practice North, Inc., dba MEDSchool Associates North (MSAN), for physician consulting services for the Immunization Program for monthly installments of \$669.38 effective September 1, 2016; and if approved, authorize the Chair to execute the agreement.

POSSIBLE MOTION

Move to approve an Interlocal Agreement between the Washoe County Health District and the University Of Nevada School of Medicine Integrated Clinical Services, Inc. and the University Of Nevada School of Medicine Multispecialty Group Practice North, Inc., dba MEDSchool Associates North (MSAN), for physician consulting services for the Immunization Program for monthly installments of \$669.38 effective September 1, 2016; and if approved, authorize the Chair to execute the agreement.

INTERLOCAL AGREEMENT

THIS AGREEMENT is made and entered into between the WASHOE COUNTY HEALTH DISTRICT, hereinafter referred to as "District," and the University of Nevada School of Medicine Integrated Clinical Services, Inc., and University of Nevada School of Medicine Multi-Specialty Group Practice North, Inc., dba MEDSchool Associates North, hereinafter referred to as "MSAN."

WITNESSETH:

WHEREAS, the District conducts the clinical public health programs the Immunization Program, which requires the services of a physician consultant; and

WHEREAS, MSAN has faculty physicians who are licensed to practice medicine in the State of Nevada,

WHEREAS, the School agrees to provide a physician preceptor to the Immunization Program as described herein;

Now therefore, in consideration of the mutual promises contained herein, the parties agree as follows:

MSAN agrees to:

1. Designate a faculty member to serve as the physician consultant to the District for the Immunization Programs including off-site clinic locations.
2. Review and approve treatment protocols and clinical evaluations performed by nurses.
3. Provide physician coverage for all programs listed above 52 weeks per year. Provide coverage when the assigned physician is on vacation, out of town or otherwise unavailable, and will notify the District who the back-up physician will be. MSAN will also notify the back-up physician that he or she will be covering for the medical consultant during the time the medical consultant is unavailable.
4. Perform credentialing physician of record duties for WCHD clinical programs in order to contract with third party payers.
5. Provide periodic in-service education to District staff upon request.
6. Bill the District each month for consultative/clinical services provided.
7. Comply with OSHA blood borne pathogen requirements for medical service providers. The requirements of Exhibit A are attached and included by reference.
8. Require the physician(s) to submit the following documentation prior to beginning services at the District: proof of immunity to measles and rubella, proof of hepatitis B immunization or a declination form, and a negative two-step baseline Tuberculosis Skin Test (TST) within 30 days prior to beginning services at the District; or a negative TST within the last year with a second negative TST within 30 days prior to beginning services at the District; or other TB screening documentation as may be required by the District's TB Program Coordinator.
9. Ensure that the physician consultant has submitted to a full background investigation pursuant to NRS 179.180 et seq., which includes a criminal history check and fingerprinting, and authorize the District to receive the records. The discovery of a) an undisclosed conviction for a sexual offense or a conviction based on an arrest or initial charge for a

sexual offense, b) an undisclosed pending arrest or initial charge for a sexual offense, or c) two or more incidents resulting in arrest or initial charge of sexual offense which have not resulted in conviction and were not disclosed may be grounds for immediate termination of this Agreement without prior notice by the District, as may the arrest, initial charge or conviction of physician for a sexual offense during the term of this Interlocal Agreement.

The District agrees to:

1. Pay MSAN \$8,032.50 per year in 12 monthly installments of \$669.38 for medical consultant services described herein. Pay MSAN any sums still owing should this Agreement be terminated as provided hereafter and if such termination occurs during a month, MSAN shall be paid a pro-rated amount for the fee for that month.
2. Reserve the right to withhold any payment if it is determined that the services described herein have not been provided.
3. Be responsible for all fiscal and program responsibilities, records and reports for patients provided services through District programs.
4. Provide physician(s) with appropriate forms to obtain fingerprints at the Washoe County Sheriff's Office.

HIPAA. To the extent applicable to this Agreement, the parties agree to comply with the Health Insurance Portability and Accountability Act of 1996, as codified at 42 USC 1320d ("HIPAA") and any current and future regulations promulgated thereunder including without limitation the federal privacy regulations contained in 45 C.F.R. Parts 160 and 164 (the "Federal Privacy Regulations"), and the federal standards for electronic transactions contained in 45 C.F.R. Parts 160 and 162, all collectively referred to herein as "HIPAA Requirements.", including the Health Information Technology for Economic and Clinical Health Act ("HITECH") that was adopted as part of the American Recovery and Reinvestment Act of 2009. It is agreed that in addition to maintaining such records and data in accordance with HIPAA and any more restrictive provisions of state law, including but not limited to, chapters 441A of the Nevada Revised Statutes and the Nevada Administrative Code, the parties will require that all employees, contractors and agents with whom they share the records and data provide comparable protections to those provided by the parties. The parties agree not to use or further disclose any Protected Health Information (as defined in 42 USC 1320d), other than as permitted by HIPAA Requirements and the terms of this Agreement. The parties shall make their internal practices, books, and records relating to the use and disclosure of Protected Health Information available to the Secretary of Health and Human Services to the extent required for determining compliance with the Federal Privacy Regulations.

INDEMNIFICATION.

- a. Consistent with the Limited Liability provision stated below, each party shall indemnify, hold harmless and defend, not excluding the other's right to participate, the other party from and against all liability, claims, actions, damages, losses, and expenses, including but not limited to reasonable attorneys' fees and costs, arising out of any alleged negligent or willful acts or omissions of the indemnifying party, its officers, employees and agents. Such obligation shall not be construed to negate, abridge, or otherwise reduce any other right or obligation of indemnity, which would otherwise exist as to any party or person, described in this paragraph.
- b. The indemnification obligation under this paragraph is conditioned upon receipt of written notice by the indemnifying party within 30 days of the indemnified party's actual notice of any

actual or pending claim or cause of action. The indemnifying party shall not be liable to hold harmless any attorneys' fees and costs for the indemnified party's chosen right to participate with legal counsel.

- c. In the event that the provisions of NRS Chapter 41 do not apply to a party, the party not covered by Chapter 41 shall indemnify the other party for any amount of damages in excess of the capped amount contained in Chapter 41 that may be awarded.

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 353.360 and NRS 354.626.

TERM. The initial term of this Agreement is from September 1, 2016 through June 30, 2017 unless extended by the mutual agreement of the Parties. The Agreement will automatically be renewed for successive one-year periods for a total of 3 years on the same terms unless either party gives the other written notice of nonrenewal at least 60 days prior to June 30 of each year. The automatic renewal provision of this section shall not affect the right of the Health District to terminate the Agreement as provided below.

TERMINATION. This Agreement and any amendments may be terminated by either party at any time, without cause or penalty upon 30 days written notice to the other party. The District shall reimburse MSAN for any services still owing prior to the termination date of this Agreement but reserves the right to withhold payment if it is determined that the services were not provided.

NON APPROPRIATION: In the event funds are not appropriated for the purposes specified in this Agreement, contractor hereby consents to the termination of this Agreement. In such event, Health District will notify contractor in writing and the Agreement will terminate on the date specified in the notice. Both parties understand that this funding out provision is required by N.R.S. 354.626.

SEVERABILITY. The provisions of this Agreement shall be deemed severable and if any portion shall be held invalid, illegal or unenforceable for any reason, the remainder of the Agreement shall be in effect and binding upon the parties.

WAIVER OF PROVISION. Any waiver of any terms or conditions hereof must be in writing and signed by the parties hereto. A waiver of any of the terms or conditions hereof shall not be construed as a waiver of any other terms of conditions hereof.

AMENDMENTS. This Agreement may be amended at any time by mutual agreement of the parties without additional consideration, provided that before any amendment shall be operative or valid it shall be reduced to writing and signed by the parties. Ratification by the governing bodies shall be a condition precedent to its entry into force. This Agreement may be reviewed at any time by both parties to determine whether the Agreement is appropriate as it relates to individuals referred from the District.

ENTIRE AGREEMENT. This Agreement contains the entire agreement between the parties and shall be binding upon the parties and no other agreements, oral or written, have been entered into with respect to the subject of this Agreement.

ASSIGNMENT. Nothing contained in this Agreement shall be construed to permit assignment by School of any rights, duties or obligations under this Agreement and such assignment is expressly prohibited.

NOTICES. Official notices required under this Agreement shall be sent to the parties by certified or registered mail, return receipt requested, postage prepaid in the United States Postal Service to the addresses set forth below, or to such other addresses as the parties may designate in writing from time to time by notice given in accordance with the provisions of this section.

Notices to School shall be addressed to:

Gail Smith, Director of Contracting
UNR UNSOM
1664 North Virginia Street
Penn Bldg, M/S 0332
Reno, Nevada 89557-0332

Notices to the District shall be addressed to:

District Health Officer
Washoe County Health District
P O Box 11130
Reno NV 89520-0027

Witness whereof, the parties hereto or a representative of either have set their hands and subscribed their signatures as of the date and year indicated.

District Board of Health

By: _____ Date: _____
Chair

University of Nevada School of Medicine Integrated Clinical Services, Inc., and University of Nevada School of Medicine Multispecialty Group Practice North, Inc., dba MEDSchool Associates North

By: _____ Date: _____
Thomas Schwenk, MD
Dean, University School of Medicine
Vice President, University of Nevada, Reno Division of Health Sciences

DD	AH	___
DHO	___	KD ___
DA	LA	___
Risk	DME	___

Staff Report
Board Meeting Date: July 28, 2016

TO: District Board of Health

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

SUBJECT: Accept a Subgrant Award from the State of Nevada Department of Health and Human Services, Division of Public & Behavioral Health for the period July 1, 2016 through June 30, 2017 in the total amount of \$62,284.00 (no required match) in support of the Community and Clinical Health Services Division (CCHS) Fetal Infant Mortality Review (FIMR) Program IO 11176 and authorize the District Health Officer to execute the Subgrant Award.

SUMMARY

The Washoe County District Board of Health must approve and execute Interlocal Agreements. The District Health Officer is authorized to execute other agreements on the Board of Health’s behalf not to exceed a cumulative amount of \$50,000 per contractor; over \$50,000 up to \$100,000 would require the approval of the Chair or the Board designee.

The Community and Clinical Health Services Division received a Notice of Subgrant Award from the State of Nevada Department of Health and Human Services, Division of Public & Behavioral Health on June 17, 2016 to support the Fetal Infant Mortality Review (FIMR) Program. The funding period is retroactive to July 1, 2016 and extends through June 30, 2017. A copy of the Notice of Subgrant Award is attached.

District Health Strategic Objective supported by this item: Achieve targeted improvements in health outcomes and health equity.

PREVIOUS ACTION

There has been no previous action taken by the Board this fiscal year.

BACKGROUND/GRANT AWARD SUMMARY

Project/Program Name: Maternal and Child Health - Fetal Infant Mortality Review Program

Scope of the Project: The application included the following objectives: conduct a community-based Fetal Infant Mortality Review (FIMR) Program based on Division of Public and Behavioral Health Maternal and Child Health Program guidelines; develop periodic local summary

report of findings and recommendations that address the identified contributing factors leading to fetal ad infant deaths.

The Subgrant provides funding for personnel, local travel, operating supplies, educational supplies, incentives for home interviews (gift cards) and indirect expenditures.

Benefit to Washoe County Residents: This Award supports the Fetal Infant Mortality Review (FIMR) Program by looking at a variety of factors that affect the health of the mother, fetus and infant to learn more about how to reduce fetal and infant mortality.

On-Going Program Support: The Health District anticipates receiving continuous funding to support the Fetal Infant Mortality Review (FIMR) Program.

Award Amount: \$62,284.00
Grant Period: July 1, 2016 – June 30, 2017
Funding Source: Federal MCH Block Grant and State General Funds
Pass Through Entity: State of Nevada Department of Health and Human Services, Division of Public & Behavioral Health
CFDA Number: 93.994
Grant ID Number: B04MC28112 through 9/30/16; B04MC29352 after 9/30/16
Match Amount and Type: No match required.
Sub-Awards and Contracts: No Sub-Awards or contracts are anticipated.

FISCAL IMPACT

The FY17 budget was adopted with \$55,425.70 in expenditures. The total award amount is \$62,284.00 (\$56,622 direct and \$5,662 indirect). A budget amendment in the amount of \$1,196.30 is necessary to bring the Notice of Subgrant Award into alignment with the adopted budget.

Should the Board approve this Subgrant Award, the adopted FY 17 budget will need to be amended as follows:

<u>Account Number</u>	<u>Description</u>	<u>Amount of Increase/(Decrease)</u>
2002-IO-11176 -431100	Federal Revenue	\$ 892.83
-432100	State Revenue	\$ 303.47
	Total Revenue	\$ 1,196.30
2002-IO-11176 -701412	Salary Adjustment	\$ 1,865.61
-710300	Operating Supplies	\$ 419.72
-710360	Postage	\$ (150.00)
-710502	Printing	\$ (909.03)
-710508	Telephone	\$ (342.00)
-710512	Auto Expense	\$ 312.00

Total Expenditures \$ 1,196.30

RECOMMENDATION

It is recommended that the Washoe County District Board of Health approve a Notice of Subgrant Award from the State of Nevada Department of Health and Human Services, Division of Public & Behavioral Health for the period July 1, 2016 through June 30, 2017 in the total amount of \$62,284.00 (no required match) in support of the Community and Clinical Health Services Division (CCHS) Fetal Infant Mortality Review (FIMR) Program, IO 11176.

POSSIBLE MOTION

Should the Board agree with staff's recommendation, a possible motion would be: "Move to approve a Notice of Subgrant Award from the State of Nevada Department of Health and Human Services, Division of Public & Behavioral Health for the period July 1, 2016 through June 30, 2017 in the total amount of \$62,284.00 (no required match) in support of the Community and Clinical Health Services Division (CCHS) Fetal Infant Mortality Review (FIMR) Program, IO 11176."



State of Nevada
 Department of Health and Human Services
Division of Public & Behavioral Health

(hereinafter referred to as the Division)

NOTICE OF SUBGRANT AWARD

HD #:	15447
Budget Account:	3222
Category:	15
GL:	8516
Job Number:	9399415(6)/GFUND

Program Name: Maternal and Child Health Program Bureau of Child, Family and Community Wellness	Subgrantee Name: Washoe County Health District
Address: 4150 Technology Way, Suite # 210 Carson City, NV 89706-2009	Address: P.O. Box 11130 Reno, NV 89520-0027
Subgrant Period: July 1, 2016 through June 30, 2017.	Subgrantee's: EIN: <u>88-60000138</u> Vendor #: <u>T40283400</u> Dun & Bradstreet: <u>07-378-6998</u>

Purpose of Award: To conduct a community-based Fetal Infant Mortality Review (FIMR) Program and develop reports of findings and recommendations to address contributing factors to fetal and infant deaths.

Region(s) to be served: Statewide Specific county or counties: _____

Approved Budget Categories:

1. Personnel	\$ 54,096.00
2. Travel	\$ 412.00
3. Operating	\$ 2,114.00
4. Equipment	\$ _____
5. Contractual/Consultant	\$ _____
6. Training	\$ _____
7. Other	\$ 5,662.00
Total Cost:	\$ 62,284.00

Disbursement of funds will be as follows:

Payment will be made upon receipt and acceptance of an invoice and supporting documentation specifically requesting reimbursement for actual expenditures *specific to this subgrant*. Total reimbursement will not exceed **\$62,284.00** during the subgrant period.

Source of Funds:	% Funds:	CFDA:	FAIN:	Federal Grant #:
1. MCH Block Grant – Federal. Through 9/30/2016	57%	57%	B04MC28112	B04MC28112
2. MCH Block Grant – Federal. After 9/30/2016	57%	57%	B04MC29352	B04MC29352
3. State General Fund	43%	n/a	n/a	n/a

Terms and Conditions:
 In accepting these grant funds, it is understood that:

- Expenditures must comply with appropriate state and/or federal regulations;
- This award is subject to the availability of appropriate funds; and
- The recipient of these funds agrees to stipulations listed in the incorporated documents.

Incorporated Documents:

Section A: Assurances;
 Section B: Description of Services, Scope of Work and Deliverables;
 Section C: Budget and Financial Reporting Requirements;
 Section D: Request for Reimbursement;
 Section E: Audit Information Request; and
 Section F: DPBH Confidentiality Addendum

	Signature	Date
Washoe County Health District		
Laura A. Valentine, MS Program Manager, Title V MCH		6/14/16
Beth Handler, MPH Bureau Chief, CFCW		6/15/16
for Cody L. Phinney, MPH Administrator, Division of Public & Behavioral Health		

**DIVISION OF PUBLIC AND BEHAVIORAL HEALTH
NOTICE OF SUBGRANT AWARD**

SECTION A

Assurances

As a condition of receiving subgranted funds from the Nevada State Division of Public and Behavioral Health, the Subgrantee agrees to the following conditions:

1. Grant funds may not be used for other than the awarded purpose. In the event Subgrantee expenditures do not comply with this condition, that portion not in compliance must be refunded to the Division.
2. To submit reimbursement requests only for expenditures approved in the spending plan. Any additional expenditure beyond what is allowable based on approved categorical budget amounts, without prior written approval by the Division, may result in denial of reimbursement.
3. Approval of subgrant budget by the Division constitutes prior approval for the expenditure of funds for specified purposes included in this budget. Unless otherwise stated in the Scope of Work the transfer of funds between budgeted categories without written prior approval from the Division is not allowed under the terms of this subgrant. Requests to revise approved budgeted amounts must be made in writing and provide sufficient narrative detail to determine justification.
4. Recipients of subgrants are required to maintain subgrant accounting records, identifiable by subgrant number. Such records shall be maintained in accordance with the following:
 - a. Records may be destroyed not less than three years (unless otherwise stipulated) after the final report has been submitted if written approval has been requested and received from the Administrative Services Officer (ASO) of the Division. Records may be destroyed by the Subgrantee five (5) calendar years after the final financial and narrative reports have been submitted to the Division.
 - b. In all cases an overriding requirement exists to retain records until resolution of any audit questions relating to individual subgrants.

Subgrant accounting records are considered to be all records relating to the expenditure and reimbursement of funds awarded under this subgrant award. Records required for retention include all accounting records and related original and supporting documents that substantiate costs charged to the subgrant activity.

5. To disclose any existing or potential conflicts of interest relative to the performance of services resulting from this subgrant award. The Division reserves the right to disqualify any subgrantee on the grounds of actual or apparent conflict of interest. Any attempt to intentionally or unintentionally conceal or obfuscate a conflict of interest will automatically result in the disqualification of funding.
6. To comply with the requirements of the Civil Rights Act of 1964, as amended, and the Rehabilitation Act of 1973, P.L. 93-112, as amended, and any relevant program-specific regulations, and shall not discriminate against any employee or offeror for employment because of race, national origin, creed, color, sex, religion, age, disability or handicap condition (including AIDS and AIDS-related conditions).
7. To comply with the Americans with Disability Act of 1990, P.L. 101-136, 42 U.S.C. 12101, as amended, and regulations adopted thereunder contained in 28 C.F.R. 26.101-36.999 inclusive and any relevant program-specific regulations
8. To comply with the requirements of the Health Insurance Portability and Accountability Act (HIPAA) of 1996, 45 C.F.R. 160, 162 and 164, as amended. If the subgrant award includes functions or activities that involve the use or disclosure of protected health information (PHI) then the subgrantee agrees to enter into a Business Associate Agreement with the Division as required by 45 C.F.R. 164.504(e). If PHI will not be disclosed then a Confidentiality Agreement will be entered into.
9. Subgrantee certifies, by signing this notice of subgrant award, that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency. This certification is made pursuant to regulations implementing Executive Order 12549, Debarment and Suspension, 28 C.F.R. pr. 67 § 67.510, as published as pt. VII of May 26, 1988, Federal Register (pp. 19150-19211). This provision shall be required of every subgrantee receiving any payment in whole or in part from federal funds.

**DIVISION OF PUBLIC AND BEHAVIORAL HEALTH
NOTICE OF SUBGRANT AWARD**

10. Sub-grantee agrees to comply with the requirements of the Title XII Public Law 103-227, the "PRO-KIDS Act of 1994," smoking may not be permitted in any portion of any indoor facility owned or regularly used for the provision of health, day care, education, or library services to children under the age of 18, if the services are funded by Federal programs either directly or through State or local governments. Federal programs include grants, cooperative agreements, loans and loan guarantees, and contracts. The law does not apply to children's services provided in private residences, facilities funded solely by Medicare or Medicaid funds, and portions of facilities used for inpatient drug and alcohol treatment.
11. Whether expressly prohibited by federal, state, or local law, or otherwise, that no funding associated with this subgrant will be used for any purpose associated with or related to lobbying or influencing or attempting to lobby or influence for any purpose the following:
 - a. Any federal, state, county or local agency, legislature, commission, council, or board;
 - b. Any federal, state, county or local legislator, commission member, council member, board member, or other elected official; or
 - c. Any officer or employee of any federal, state, county or local agency, legislature, commission, council or board.
12. Division subgrants are subject to inspection and audit by representative of the Division, Nevada Department of Health and Human Services, the State Department of Administration, the Audit Division of the Legislative Counsel Bureau or other appropriate state or federal agencies to:
 - a. Verify financial transactions and determine whether funds were used in accordance with applicable laws, regulations and procedures;
 - b. Ascertain whether policies, plans and procedures are being followed;
 - c. Provide management with objective and systematic appraisals of financial and administrative controls, including information as to whether operations are carried out effectively, efficiently and economically; and
 - d. Determine reliability of financial aspects of the conduct of the project.
13. Any audit of Subgrantee's expenditures will be performed in accordance with generally accepted government auditing standards to determine there is proper accounting for and use of subgrant funds. It is the policy of the Division, as well as federal requirement as specified in the Office of Management and Budget (2 CFR § 200.501(a)), revised December 26, 2013, that each grantee annually expending \$750,000 or more in federal funds have an annual audit prepared by an independent auditor in accordance with the terms and requirements of the appropriate circular. A COPY OF THE FINAL AUDIT REPORT MUST BE SENT TO:

***Nevada State Division of Public and Behavioral Health
Attn: Contract Unit
4150 Technology Way, Suite 300
Carson City, NV 89706-2009***

This copy of the final audit must be sent to the Division within nine (9) months of the close of the subgrantee's fiscal year. **To acknowledge this requirement, Section E of this notice of subgrant award must be completed.**

THIS SPACE INTENTIONALLY LEFT BLANK

**DIVISION OF PUBLIC AND BEHAVIORAL HEALTH
NOTICE OF SUBGRANT AWARD**

SECTION B

Description of Services, Scope of Work and Deliverables

Washoe County Health District (WCHD), hereinafter referred to as Subgrantee, agrees to provide the following services and reports according to the identified timeframes:

Scope of Work for Washoe County Health District

Goal 1: Reduce Fetal and Infant Mortality

<u>Objective</u>	<u>Activities</u>	<u>Due Date</u>	<u>Documentation Needed</u>
1. Conduct a community-based Fetal Infant Mortality Review (FIMR) Program based on Division of Public and Behavioral Health Maternal and Child Health Program guidelines	1.1. Identify disparately impacted (e.g.; by race and ethnicity, etc.) populations for Washoe County's (WC) fetal (greater than 20 weeks), neonatal (birth to 28 days) and postneonatal (29 days to 1 year) deaths. 1.2. Examine contributing factors to fetal, neonatal, and postneonatal deaths. 1.3. Complete the FIMR review on at least 40 cases. This is approximately 50% of all fetal, neonatal, and postneonatal deaths in Washoe County per year. 1.4. Identify three recommendations and implement at least one intervention involving policy, systems, or community norm changes that will lead to the prevention of fetal, neonatal, and postneonatal deaths. 1.5. Obtain an Interlocal Agreement from the Division of Public and Behavioral Health (DPBH), granting authority to the WCHD to implement NAC 442.054 in respect to fetal, neonatal, and postneonatal deaths in Washoe County as they apply to FIMR, which authorizes identification and contact of patients who have been discharged with birth defects or adverse birth outcomes (including fetal and infant death). 1.6. Participate in local Maternal Child and Adolescent Health (MCAH) trainings/meetings and visit an established FIMR program for orientation to the FIMR process. 1.7. Develop the Washoe County FIMR Policies and Procedures, which are derived from the National FIMR policies. (See FIMR Policies and Procedures).	06/30/17	1.1. Report the information detailed in the Annual Report. 1.2. Include in FIMR Annual Report, CAT and CRT agendas and meeting minutes. 1.3. Include in FIMR Annual Report, CAT and CRT agendas and meeting minutes 1.4. Include in FIMR Annual Report, CAT and CDR Agendas and meeting minutes. 1.5. Submit a copy of the Interlocal Agreement from the DPBH with the subgrant award and when the State Health Officer changes. 1.6. Document attendance at trainings/meetings and keep on file for audit purposes. 1.7. Submit a master copy of the Washoe County FIMR Policies and Procedures with the subgrant award during the first year of the budget cycle, FY2016. For additional years of the budget cycle, submit

**DIVISION OF PUBLIC AND BEHAVIORAL HEALTH
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			changes only with the Annual Report
	<p>1.8. The WCHD will establish, facilitate, and maintain a Case Review Team (CRT) and a Community Action Team (CAT) to:</p> <p>1.8.1. Review selected cases</p> <p>1.8.2. Identify medical and nonmedical factors contributing to fetal and infant deaths</p> <p>1.8.3. Recommend and implement changes that address the review findings and are designed to prevent further deaths.</p>		<p>1.8 Complete and submit the following forms:</p> <ul style="list-style-type: none"> • Committee Membership • FIMR Issues Checklist • FIMR Tracking Log • Report the information requested in the Annual Report.
<p>2. Develop periodic local summary report of findings and recommendations that address the identified contributing factors leading to fetal and infant deaths.</p>	<p>2.1. Based on case findings with community input, develop and implement objectives, interventions, timelines and evaluation components for identified recommendations that address systems, community norm or public policy changes.</p> <p>2.2. Disseminate local periodic summary report findings and recommendations to the community action team, local and State policymakers, the community at large, and other local MCAH Programs through published reports, press releases, and presentations to increase public awareness of recurring factors causing or contributing to fetal and infant deaths.</p>		<p>2.1. Report the information requested in the Annual Report.</p> <p>2.2. Report the information requested in the Annual Report</p>

**DIVISION OF PUBLIC AND BEHAVIORAL HEALTH
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SECTION C

Budget and Financial Reporting Requirements

Identify the source of funding on all printed documents purchased or produced within the scope of this subgrant, using a statement similar to: "This publication (journal, article, etc.) was supported by the Nevada State Division of Public and Behavioral Health through Grant Numbers B04MC28112 and B04MC29352 from the United States Health Resources and Services Administration (HRSA). Its contents are solely the responsibility of the authors and do not necessarily represent the official views of the Division nor HRSA."

Any activities performed under this subgrant shall acknowledge the funding was provided through the Division by Grant Numbers B04MC28112 and B04MC29352 from HRSA.

Subgrantee agrees to adhere to the following budget:

<u>Category</u>	<u>Total cost</u>	<u>Detailed cost</u>	<u>Details of expected expenses</u>
1. Personnel	\$ 54,096		
		\$ 29,111	One (1) .24 FTE Public Health Nurse II: Base Salary of \$82,298 x .24 = \$19,752 + Fringe of \$9,359 (\$3,357 Group Insurance+ \$138 WC + \$48 Unemp. Ins + \$5,530 Retirement + \$286 Medicare) = \$29,111
		\$ 24,985	One (1) .33 of FTE Public Health Nurse II: Base salary of \$49,845 * .33 = \$16,449 + Fringe of \$8,536 (\$330 Incentive + \$3,110 Group Insurance + \$115 WC + \$40 Unemp Ins + \$4,698 Retirement + 243 Medicare) = \$24,985
2. Travel	\$ 412		
		\$ 270	Mileage for home interviews (50 home visits @ 10 miles each x \$.54/mile) = \$270
		\$ 142	Mileage to community agencies, doctor's offices, hospitals for medical records reviews and Fetal Infant Mortality Review (FIMR) implementation efforts (75 trips at 3.5 milea each x \$.54/mile) = \$142
3. Operating	\$ 2,114		
		\$ 450	Operating Supplies. Educational supplies including March of Dimes bereavement booklets. <ul style="list-style-type: none"> • March of Dimes Bereavement booklets: <ul style="list-style-type: none"> ○ <i>From Hurt to Healing</i> (English). 50 booklets = \$50.00 ○ <i>From Hurt to Healing</i> (Spanish). 25 booklets = \$20.00 ○ <i>When You Want to Try Again</i>. 25 booklets = \$20.00 • <i>Pregnancy after a Premature Birth: Treatment with Progesterone Shots (17P)</i>. Bilingual. 50 booklets = \$36.00 <ul style="list-style-type: none"> ○ <u>Pregnancy after a premature birth: Treatment with Progesterone Shots (17P)</u> 100 flyers = \$13.00 • <i>Community Education for Medical Providers</i> -10 packs (50 in each pack) = \$61.00 • <i>Progesterone Shots (17P) to Prevent \Premature Birth</i>, fact sheets-10 packs = \$40.00 • <i>Drugs and Pregnancy</i> brochure, 1 package of 25 = \$18.00 • Educational Brochures from Health Promotion-ETR <ul style="list-style-type: none"> ○ <i>Pregnancy & Meth</i>, Pack of 100 = \$37.00 ○ Other brochures as indicated by Case Review Team and Community Action Team recommendations = \$155

**DIVISION OF PUBLIC AND BEHAVIORAL HEALTH
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	\$	156	Copy Machine (\$13/mo x 12 months)
	\$	158	Telephone – Conference calls at \$.055/minute. 12 Maternal Child Health (MCH) Coalition meetings, 12 Cast Review Team meetings at 2 hours per call. \$.055 x 120 minutes x 24 meetings = \$158
	\$	100	Postage for mailing reports, interview requests, thank you cards and evaluations. \$8.33 per month x 12 months.
	\$	500	Incentives. 50 WalMart gift cards @ \$10.00 ea. Utilized as incentives for clients to participate in the home interview.
	\$	750	Printing. Printing of information packets \$150 (30 @ \$5.00 ea) + annual reports \$150 (50 @ 3.00 ea)+ General office materials (\$300) + copies of medical records (\$100), and thank you cards for families (\$50) = \$750
4. Equipment	\$		
	\$		
5. Contractual Consultant	\$		
	\$		
6. Training	\$		
	\$		
7. Indirect	\$	5,662	
	\$	5,662	10% of direct costs. \$56,662 * .10 = \$5,662
Total Cost	\$	62,284	

- The Division of Public and Behavioral Health allows no more than 10% flexibility, within the approved Scope of Work, unless otherwise authorized in writing (email is acceptable) by the Maternal and Child Health (MCH) Program Manager.
- Equipment purchased with these funds belongs to the federal program from which this funding was appropriated and shall be returned to the program upon termination of this agreement.
- Travel expenses, per diem, and other related expenses must conform to the procedures and rates allowed for State officers and employees. It is the Policy of the Board of Examiners to restrict contractors/Subgrantees to the same rates and procedures allowed State Employees. The State of Nevada reimburses at rates comparable to the rates established by the US General Services Administration, with some exceptions (State Administrative Manual 0200.0 and 0320.0).

Subgrantee agrees to request reimbursement according to the schedule specified below for the actual expenses incurred related to the Scope of Work during the subgrant period.

- Approximate amount of payments available to Subgrantee per month is \$5,190;
- The maximum available through subgrant is \$62,284;
- Requests for Reimbursement will be accompanied by supporting documentation, including a line item description of expenses incurred;
- Additional expenditure detail will be provided upon request from the Division

**DIVISION OF PUBLIC AND BEHAVIORAL HEALTH
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Additionally, the Subgrantee agrees to provide:

- A complete financial accounting of all expenditures to the Division within 30 days of the CLOSE OF THE SUBGRANT PERIOD. Any un-obligated funds shall be returned to the Division at that time, or if not already requested, shall be deducted from the final award.

The Division agrees:

- The Title V/MCH Program will provide to the subgrantee, to ensure successful completion of this project, the following:
 - Technical assistance, upon request from the Subgrantee;
 - Prior approval of reports or documents to be developed;
- The Division reserves the right to hold reimbursement under this subgrant until any delinquent forms, reports, and expenditure documentation are submitted to and accepted by the Division.

Both parties agree:

The Subgrantee will make appropriate personnel available during any scheduled site visits/monitoring.

The Subgrantee will, in the performance of the Scope of Work specified in this subgrant, perform functions and/or activities that could involve confidential information; therefore, the Subgrantee is requested to fill out and sign Section F, which is specific to this subgrant, and will be in effect for the term of this subgrant.

All reports of expenditures and requests for reimbursement processed by the Division are SUBJECT TO AUDIT.

This subgrant agreement may be TERMINATED by either party prior to the date set forth on the Notice of Subgrant Award, provided the termination shall not be effective until 30 days after a party has served written notice upon the other party. This agreement may be terminated by mutual consent of both parties or unilaterally by either party without cause. The parties expressly agree that this Agreement shall be terminated immediately if for any reason the Division, state, and/or federal funding ability to satisfy this Agreement is withdrawn, limited, or impaired.

Financial Reporting Requirements

- A Request for Reimbursement is due on a monthly basis no later than the 15th of the month.
- Reimbursement is based on actual expenditures incurred during the period being reported.
- Payment will not be processed without all reporting being current.
- Reimbursement may only be claimed for expenditures approved within the Notice of Subgrant Award.

**DIVISION OF PUBLIC AND BEHAVIORAL HEALTH
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SECTION D

Request for Reimbursement

HD#: 15447
 Budget Account: 3222
 GL: 8516
 Draw #: _____

Program Name: Maternal and Child Health Program Bureau of Child, Family and Community Wellness	Subgrantee Name: Washoe County Health District
Address: 4150 Technology Way, Suite # 210 Carson City, NV 89706-2009	Address: P.O. Box 11130 Reno, NV 89520-0027
Subgrant Period: July 1, 2016 through June 30, 2017	Subgrantee's: EIN: <u>88-60000138</u> Vendor #: <u>T40283400</u>

FINANCIAL REPORT AND REQUEST FOR FUNDS

(must be accompanied by expenditure report/back-up)

Month(s): _____ Calendar year: _____

Approved Budget Category	A Approved Budget	B Total Prior Requests	C Current Request	D Year to Date Total	E Budget Balance	F Percent Expended
1 Personnel	\$54,096.00	\$0.00	\$0.00	\$0.00	\$54,096.00	0.0%
2 Travel	\$412.00	\$0.00	\$0.00	\$0.00	\$412.00	0.0%
3 Operating	\$2,114.00	\$0.00	\$0.00	\$0.00	\$2,114.00	0.0%
4 Equipment	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	-
5 Contract/Consultant	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	-
6 Training	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	-
7 Other	\$5,662.00	\$0.00	\$0.00	\$0.00	\$5,662.00	0.0%
Total	\$62,284.00	\$0.00	\$0.00	\$0.00	\$62,284.00	0.0%

This report is true and correct to the best of my knowledge

Authorized Signature _____ Title _____ Date _____

Reminder: Request for Reimbursement cannot be processed without an expenditure report/backup. Reimbursement is only allowed for items contained within Subgrant Award documents. If applicable, travel claims must accompany report.

FOR DIVISION USE ONLY

Program contact necessary? Yes No Contact Person: _____

Reason for contact: _____

Fiscal review/approval date: _____ Signed: _____

Scope of Work review/approval date: _____ Signed: _____

ASO or Bureau Chief (as required): _____ Date: _____

DIVISION OF PUBLIC AND BEHAVIORAL HEALTH
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SECTION E

Audit Information Request

1. Non-Federal entities that **expend** \$750,000.00 or more in total federal awards are required to have a single or program-specific audit conducted for that year, in accordance with 2 CFR § 200.501(a). Within nine (9) months of the close of your organization's fiscal year, you **must** submit a copy of the final audit report to:

***Nevada State Division of Public and Behavioral Health
Attn: Contract Unit
4150 Technology Way, Suite 300
Carson City, NV 89706-2009***

2. Did your organization expend \$750,000 or more in all federal awards during your organization's most recent fiscal year? YES NO
3. When does your organization's fiscal year end? _____
4. What is the official name of your organization? _____
5. How often is your organization audited? _____
6. When was your last audit performed? _____
7. What time period did your last audit cover _____
8. Which accounting firm conducted your last audit? _____

Signature

Date

Title

**DIVISION OF PUBLIC AND BEHAVIORAL HEALTH
NOTICE OF SUBGRANT AWARD**

SECTION F

Confidentiality Addendum

BETWEEN

Nevada Division of Public and Behavioral Health

Hereinafter referred to as "Division"

and

Washoe County Health District

Hereinafter referred to as "Contractor"

This CONFIDENTIALITY ADDENDUM (the Addendum) is hereby entered into between Division and Contractor.

WHEREAS, Contractor may have access, view or be provided information, in conjunction with goods or services provided by Contractor to Division that is confidential and must be treated and protected as such.

NOW, THEREFORE, Division and Contractor agree as follows:

I. **DEFINITIONS**

The following terms shall have the meaning ascribed to them in this Section. Other capitalized terms shall have the meaning ascribed to them in the context in which they first appear.

1. **Agreement** shall refer to this document and that particular inter-local or other agreement to which this addendum is made a part.
2. **Confidential Information** shall mean any individually identifiable information, health information or other information in any form or media.
3. **Contractor** shall mean the name of the organization described above.
4. **Required by Law** shall mean a mandate contained in law that compels a use or disclosure of information.

II. **TERM**

The term of this Addendum shall commence as of the effective date of the primary inter-local or other agreement and shall expire when all information provided by Division or created by Contractor from that confidential information is destroyed or returned, if feasible, to Division pursuant to Clause VI (4).

III. **LIMITS ON USE AND DISCLOSURE ESTABLISHED BY TERMS OF CONTRACT OR LAW**

Contractor hereby agrees it shall not use or disclose the confidential information provided, viewed or made available by Division for any purpose other than as permitted by Agreement or required by law.

IV. **PERMITTED USES AND DISCLOSURES OF INFORMATION BY CONTRACTOR**

Contractor shall be permitted to use and/or disclose information accessed, viewed or provided from Division for the purpose(s) required in fulfilling its responsibilities under the primary inter-local or other agreement.

V. **USE OR DISCLOSURE OF INFORMATION**

Contractor may use information as stipulated in the primary inter-local or other agreement if necessary for the proper management and administration of Contractor; to carry out legal responsibilities of Contractor; and to provide data aggregation services relating to the health care operations of Division. Contractor may disclose information if:

**DIVISION OF PUBLIC AND BEHAVIORAL HEALTH
NOTICE OF SUBGRANT AWARD**

1. The disclosure is required by law; or
2. The disclosure is allowed by the inter-local or other agreement to which this Addendum is made a part; or
3. The Contractor has obtained written approval from the Division.

VI. OBLIGATIONS OF CONTRACTOR

1. **Agents and Subcontractors.** Contractor shall ensure by subcontract that any agents or subcontractors to whom it provides or makes available information, will be bound by the same restrictions and conditions on the access, view or use of confidential information that apply to Contractor and are contained in Agreement.
2. **Appropriate Safeguards.** Contractor will use appropriate safeguards to prevent use or disclosure of confidential information other than as provided for by Agreement.
3. **Reporting Improper Use or Disclosure.** Contractor will immediately report in writing to Division any use or disclosure of confidential information not provided for by Agreement of which it becomes aware.
4. **Return or Destruction of Confidential Information.** Upon termination of Agreement, Contractor will return or destroy all confidential information created or received by Contractor on behalf of Division. If returning or destroying confidential information at termination of Agreement is not feasible, Contractor will extend the protections of Agreement to that confidential information as long as the return or destruction is infeasible. All confidential information of which the Contractor maintains will not be used or disclosed.

IN WITNESS WHEREOF, Contractor and the Division have agreed to the terms of the above written Addendum as of the effective date of the inter-local or other agreement to which this Addendum is made a part.

CONTRACTOR/ORGANIZATION

DIVISION

Signature Date

Signature Date

Print Name

for Cody L. Phinney, MPH

Title

Administrator,
Division of Public and Behavioral Health
Title

DD	AH	__
DHO		KD
DA	LA	__
Risk	DME	__

Staff Report
Board Meeting Date: July 28, 2016

TO: District Board of Health

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

SUBJECT: Accept Subgrant Amendment #1 from the State of Nevada Department of Health and Human Services, Division of Public & Behavioral Health retroactive to October 1, 2015 through September 30, 2016 for an additional \$55,722.00 (no required match) in support of the Community and Clinical Health Services Division (CCHS) Women, Infants and Children Program (WIC) Program, IO 10031 and authorize the District Health Officer to executed the Subgrant Amendment.

SUMMARY

The Washoe County District Board of Health must approve and execute Interlocal Agreements. The District Health Officer is authorized to execute other agreements on the Board of Health’s behalf not to exceed a cumulative amount of \$50,000 per contractor; over \$50,000 up to \$100,000 would require the approval of the Chair or the Board designee.

The Community and Clinical Health Services Division received a Notice of Subgrant Amendment #1 from the State of Nevada Department of Health and Human Services, Division of Public & Behavioral Health to support the Women, Infants and Children Program (WIC) Program. The funding period is retroactive to October 1, 2015 and extends through September 30, 2016. A copy of the Notice of Subgrant Amendment is attached. The Amendment is retroactive as it was received in mid-July.

District Health Strategic Objective supported by this item: Achieve targeted improvements in health outcomes and health equity.

PREVIOUS ACTION

There has been no previous action taken by the Board this fiscal year.

BACKGROUND/GRANT AWARD SUMMARY

Project/Program Name: Women, Infants and Children Program (WIC) Program

Scope of the Project: The supplemental funding application requested funding for educational materials for clients and new office furniture to allow for increase client privacy and confidentiality and indirect costs.

Benefit to Washoe County Residents: The WIC program provides supplemental nutritious foods, nutrition education and referrals to other health and social services to eligible pregnant and postpartum women, infants and children up to age five in Washoe County to prevent the occurrence of health problems and to improve the health status of these persons.

On-Going Program Support: The Health District anticipates receiving continuous funding to support the WIC Program.

Award Amount: \$55,722.00
Grant Period: October 1, 2015 – September 30, 2016
Funding Source: USDA / Food and Nutrition Service / WIC
Pass Through Entity: State of Nevada Department of Health and Human Services,
Division of Public & Behavioral Health
CFDA Number: 10.557
Grant ID Number: 7NV700NV7
Match Amount and Type: No match required.
Sub-Awards and Contracts: No Sub-Awards or contracts are anticipated.

FISCAL IMPACT

The FY17 budget was adopted with \$1,102,713 in expenditures. The supplemental award amount is \$55,722.00 (\$54,629.00 direct and \$1,093.00 indirect). A budget amendment in the amount of \$54,629.00 is necessary to bring the Notice of Subgrant Award into alignment with the adopted budget.

Should the Board approve this Subgrant Amendment, the adopted FY17 budget will need to be amended as follows:

<u>Account Number</u>	<u>Description</u>	<u>Amount of Increase/(Decrease)</u>
2002-IO-10031 -431100	Federal Revenue	\$ 54,629.00
	Total Revenue	\$ 54,629.00
2002-IO-10031 -710300	Operating Supplies	\$ 23,940.00
-700504	Equipment non-capital	\$ 30,689.00
	Total Expenditures	\$ 54,629.00

RECOMMENDATION

It is recommended that the Washoe County District Board of Health accept Subgrant Amendment #1 from the State of Nevada Department of Health and Human Services, Division of Public & Behavioral Health retroactive to October 1, 2015 through September 30, 2016 for an additional \$55,722.00 (no required match) in support of the Community and Clinical Health Services Division

Subject: WIC Subgrant Amendment
Date: July 28, 2016
Page 3 of 3

(CCHS) Women, Infants and Children Program (WIC) Program, IO 10031 and authorize the District Health Officer to executed the Subgrant Amendment.

POSSIBLE MOTION

Should the Board agree with staff's recommendation, a possible motion would be: "Move to approve Subgrant Amendment #1 from the State of Nevada Department of Health and Human Services, Division of Public & Behavioral Health retroactive to October 1, 2015 through September 30, 2016 for an additional \$55,722.00 (no required match) in support of the Community and Clinical Health Services Division (CCHS) Women, Infants and Children Program (WIC) Program, IO 10031 and authorize the District Health Officer to execute the Subgrant Amendment."

**DIVISION OF PUBLIC AND BEHAVIORAL HEALTH
NOTICE OF SUBGRANT AWARD**

EXHIBIT A

Amended Budget Detail

Subgrantee agrees to adhere to the following amended budget:

<u>Category</u>	<u>Total cost</u>	<u>Detailed cost</u>	<u>Details of expected expenses</u>
1. Personnel	\$ 1,004,538.00		
		\$	
2. Travel	\$ 752.00		
		\$	
3. Operating	\$ 90,658.00		
		\$ 36,029.00	Current approved budget this line item is \$36,029.00
		23,940.00	\$23,940.00 – Purchase WIC related educational materials
		22,160.00	\$22,160.00 – Purchase office furniture for WIC Clinic 302
		8,529.00	\$ 8,529.00 – Purchase office furniture for WIC Clinic 301
4. Equipment	\$		
		\$	
5. Contractual Consultant	\$		
		\$	
6. Training	\$		
		\$	
7. Other	\$ 21,919.00		
		\$ 20,826.00	Approved budget this line item is \$20,826.00
		1,093.00	Increase Indirect cost @ \$1,093.00
Total Cost	\$ 1,117,867.00		

DD	AH	-
DHO		<input checked="" type="checkbox"/>
DA	LA	-
Risk	DME	-

STAFF REPORT
BOARD MEETING DATE: July 28, 2016

DATE: July 5, 2016

TO: District Board of Health

FROM: Patsy Buxton, Fiscal Compliance Officer, 775-328-2418, pbuxton@washoecounty.us

SUBJECT: Approve Subgrant Amendment #1 (to add Year 2 activities in Scope of Work) from the Nevada Department of Health and Human Services, Division of Public and Behavioral Health, for the period April 1, 2015 through March 31, 2017 in support of the Centers for Disease Control and Prevention (CDC) Epidemiology & Laboratory Capacity (ELC) – Ebola Supplement Federal Grant Program, IO 11242; and if approved authorize the District Health Officer to execute the Subgrant Award.

SUMMARY

The Washoe County District Board of Health must approve and execute Interlocal Agreements. The District Health Officer is authorized to execute agreements on the Board of Health’s behalf not to exceed a cumulative amount of \$50,000 per contractor; over \$50,000 up to \$100,000 would require the approval of the Chair or the Board designee.

The Washoe County Health District received a Subgrant Amendment #1 from the Division of Public and Behavioral Health for the period April 1, 2015 through March 31, 2017 in the total amount of \$374,953 in support of the Centers for Disease Control and Prevention (CDC) ELC – Ebola Supplement Federal Grant Program, IO 11242. A copy of the Notice of Subgrant Award and Subgrant Amendment #1 are attached.

District Board of Health strategic priority: Protect population from health problems and health hazards.

BCC Strategic Objective supported by this item: Safe, Secure and Healthy Communities.

Goal supported by this item: Approval of the Subgrant Award supports the Epidemiology and Public Health Preparedness (EPHP) Division’s mission to strengthen the capacity of public health infrastructure to detect, assess, and respond decisively to control the public health consequences of bioterrorism events or any public health emergency.

PREVIOUS ACTION

The Board approved the Notice of Subgrant Award for the period April 1, 2015 through March 31, 2017 in the total amount of \$374,953 on June 25, 2015.

BACKGROUND/GRANT AWARD SUMMARY

Project/Program Name: CDC ELC Ebola Supplement

Scope of the Project: The Subgrant Amendment scope of work for year two includes:

Participating in the Healthcare Associated Infection (HAI) Advisory Group meetings; Assessing capacity of the Ebola-designated assessment hospitals to detect, report, and respond to potential outbreaks and emerging threats; Determining and assessing gaps in outbreak investigating capacity through collaboration with healthcare partners; Promoting infection control education sponsored by the State; Working with State hired contractors to conduct anonymous assessments at hospitals and skilled nursing facilities within their jurisdiction utilizing the facility specific tools approved by the HAI Advisory Group; Developing an evaluation tool and implementing the tool to make any necessary revisions to the training programs to increase infection control competency and practice in healthcare settings in the county; and Updating the Washoe County Antibioqram.

Benefit to Washoe County Residents: This Amendment supports the Epidemiology and Public Health Preparedness (EPHP) Division's mission to strengthen the capacity of public health infrastructure to detect, assess, and respond decisively to control the public health consequences of bioterrorism events or any public health emergency.

On-Going Program Support: These funds support one time activities in the Public Health Preparedness Program.

Award Amount: Total award is \$374,953 (\$326,046 direct/\$48,907 indirect)

Grant Period: April 1, 2015 – March 31, 2017

Funding Source: Centers for Disease Control and Prevention (CDC)

Pass Through Entity: State of Nevada, Department of Health and Human Services
Division of Public & Behavioral Health

CFDA Number: 93.815

Grant ID Number: 3U50CK000419-01S2

Match Amount and Type: No match required

Sub-Awards and Contracts: No Sub-Awards are anticipated.

FISCAL IMPACT

The Board of County Commissioners will be requested to approve the following:

As the FY17 budget in Internal Order 11242 was adopted with a total of \$167,993 in revenue (includes \$32,400 of indirect) and \$135,593 in expenditure authority, a budget amendment in the amount of \$23,247 is necessary to bring the remaining available expenditure balance of the Grant Award into alignment with the direct program budget.

No amendment is necessary for indirect revenue.

Should the BCC approve these budget amendments, the FY17 budget will be increased by \$23,247 in the following accounts:

<u>Account Number</u>		<u>Description</u>	<u>Amount of Increase/(Decrease)</u>
2002-IO-11242	-431100	Federal Revenue	\$23,247
		Total Revenue	\$23,247
2002-IO-11242	-701110	Base Salaries	\$17,959
	-705210	Retirement	\$ 5,028
	-705230	Medicare	\$ 260
		Total Expenditures	\$23,247

RECOMMENDATION

Staff recommends that the Washoe County District Board of Health approve Subgrant Amendment #1 (to add Year 2 activities in Scope of Work) from the Nevada Department of Health and Human Services, Division of Public and Behavioral Health, for the period April 1, 2015 through March 31, 2017 in support of the Centers for Disease Control and Prevention (CDC) Epidemiology & Laboratory Capacity (ELC) – Ebola Supplement Federal Grant Program, IO 11242; and if approved authorize the Chair to execute.

POSSIBLE MOTION

Move to approve Subgrant Amendment #1 (to add Year 2 activities in Scope of Work) from the Nevada Department of Health and Human Services, Division of Public and Behavioral Health, for the period April 1, 2015 through March 31, 2017 in support of the Centers for Disease Control and Prevention (CDC) Epidemiology & Laboratory Capacity (ELC) – Ebola Supplement Federal Grant Program, IO 11242; and if approved authorize the Chair to execute.



State of Nevada
 Department of Health and Human Services
Division of Public & Behavioral Health

Original HD #: 14910
 Budget Account: 3219
 Category: 16
 GL: 8516
 Job Number: 9381515

SUBGRANT AMENDMENT #1

Program Name: Epidemiology and Laboratory Capacity (ELC) Office of Public Health Informatics and Epidemiology	Subgrantee Name: Washoe County Health District (WCHD)		
Address: 4126 Technology Way, Suite #200 Carson City, NV 89706-2009	Address: 1001 East Ninth Street Reno, NV 89502		
Subgrant Period: April 1, 2015 through March 31, 2017.	Amendment Effective Date: Upon approval by all parties.		
This amendment reflects a change to: <input checked="" type="checkbox"/> Scope of Work <input type="checkbox"/> Term <input type="checkbox"/> Budget			
Reason for Amendment: Extend the scope of work for the project of conducting onsite assessments of facilities to identify deficiencies and corrective actions for infection control practices.			
Required Changes: Current Language: Please refer to Section B of the original subgrant Amended Language: Please refer to the amended Scope of Work attached as Exhibit A (adds year 2 to the original scope of work)			
Budget Categories	Current Budget	Amended Adjustments	Revised Budget
1. Personnel	\$ 301,448.00	\$ 0.00	\$ 301,448.00
2. Travel	\$ 598.00	\$ 0.00	\$ 598.00
3. Operating	\$ 0.00	\$ 0.00	\$ 0.00
4. Equipment	\$ 0.00	\$ 0.00	\$ 0.00
5. Contractual/Consultant	\$ 24,000.00	\$ 0.00	\$ 24,000.00
6. Other	\$ 0.00	\$ 0.00	\$ 0.00
7. Administrative Fee	\$ 48,907.00	\$ 0.00	\$ 48,907.00
Total	\$ 374,953.00	\$ 0.00	\$ 374,953.00
Incorporated Documents: Exhibit A: Amended Scope of Work Exhibit B: Original Notice of Subgrant Award and all previous amendments			

By signing this Amendment, the Authorized Subgrantee Official or their designee, Program Manager, Bureau Chief, and Division of Public and Behavioral Health Administrator acknowledge the above as the new standard of practice for the above referenced Subgrant. Further, the undersigned understand this amendment does not alter, in any substantial way, the non-referenced contents of the Original Subgrant Award and all of its Attachments.

	Signature	Date
Washoe County Health District		
Judy DuMonte Program Manager, ELC		
Julia Peek Deputy Administrator		
for Cody L. Phinney, MPH Administrator, Division of Public & Behavioral Health		

**DIVISION OF PUBLIC AND BEHAVIORAL HEALTH
NOTICE OF SUBGRANT AWARD**

EXHIBIT A

Amended Services, Scope of Work and Deliverables for Year Two Activities

Washoe County Health District (WCHD), hereinafter referred to as Subgrantee, agrees to provide the following services and reports according to the identified timeframes for year two activities related to the ELC Ebola Supplemental Grant.

Scope of Work for Subgrantee

**Project A
Healthcare Infection Control and Response
ICAR**

Activity A:			
Strategy 1: Assure an expanded State Healthcare Associated Infection (HAI) Plan and Advisory Group is in place			
Objectives/ Associated Outcomes	Activities for year 2	Due Date	Documentation To Be Provided
1. Establish leadership through an infection control advisory group including local opinion leaders, hospital leadership, and other relevant partners	1.1 #1 Participate through the project period, in the HAI Advisory Group meetings. These meetings will be subject to the Nevada Open Meeting law requirements. <ul style="list-style-type: none"> a. The Subgrantee designated voting member will be required to attend a minimum of 50% of the scheduled HAI Advisory Group meeting. b. A designated proxy member (2) will be required to attend any meeting that the designated voting member is unable to attend. 	03/31/2017	A commitment letter will be signed by the WCHD voting member. Meeting minutes and sign-in sheets from the HAI advisory group will show participation by the voting member and/or proxy.
Strategy 3: Assess readiness of Ebola-designated assessment hospitals within the state.			
Objectives/ Associated Outcomes	Activities for year 2	Due Date	Documentation To Be Provided
1. State or City-wide healthcare system with comprehensive, effective infection control programs and practices (i.e., healthcare setting infrastructure, facility level staff competence, healthcare provider competence, and infection prevention staff competence) 2. Qualified personnel in both health department and healthcare facilities better prepared to	3.1 Year 2 Milestone: Using a standardized outbreak assessment tool, Subgrantee will continue to assess capacity of the Ebola-designated assessment hospitals to detect, report, and respond to potential outbreaks and emerging threats. 3.2 Year 2 Milestone: Subgrantee will determine and assess gaps in outbreak investigating capacity through collaboration with healthcare partners. Work with Ebola Frontline facilities to conduct on-site or remote assessments. Once assessments have been completed, a gap analysis will be developed and shared with those participating facilities. Subgrantee will then work with the individual facilities to address identified gaps.	03/31/2017 03/31/2017	Please include any relevant documents generated from discussion based or activities based exercises in a quarterly report Number and type of facilities worked with included in a quarterly report

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respond to infectious disease outbreaks in healthcare settings (including interrupting cross transmission) through on-site assessments, observations, and relevant training	3.3 Year 2 Milestone: Subgrantee will follow-up with participating non-assessment facilities to confirm mitigation of identified gaps in infection control as outlined the mitigation plan.	03/31/2017	Number and type of facilities worked with included in a quarterly report
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Activity B:			
Strategy 1: Expand infection control assessments			
Objectives/ Associated Outcomes	Activities for year 2	Due Date	Documentation To Be Provided
<ol style="list-style-type: none"> 1. State or city-wide healthcare system with comprehensive, effective infection control programs and practices (i.e., healthcare setting infrastructure, facility level staff competence, healthcare provider competence, and infection prevention staff competence) 2. Qualified personnel in both health department and healthcare facilities better prepared to respond to infectious disease outbreaks in healthcare settings (including interrupting cross transmission) through on-site assessments, observations, and relevant training 3. Increased implementation of prevention guidelines and policies to assure best practices to eliminate cross-transmission of pathogens from patient-to-patient or patient-to-healthcare worker, across healthcare settings 4. Qualified informatics and analytic staff to access, analyze, and interpret HAI surveillance data 	<ol style="list-style-type: none"> 1.1 #1 Promote infection control education sponsored by the state. If appropriate, Subgrantee will track trainings that are provided internally. 1.1 #2 Work with State hired contractors to conduct anonymous assessments at hospitals and skilled nursing facilities within their jurisdiction utilizing the facility specific tools approved by the HAI Advisory Group. These anonymous assessments will be used to validate the mitigation strategies detailed in the HAI Plan. 	<p>03/31/2017</p> <p>03/31/2017</p>	<p>Number and type of trainings to be included on quarterly report.</p> <p>Centers for Disease Control and Prevention (CDC) developed assessment tools will be uploaded by the Office of Public Health Informatics and Epidemiology (OPHIE) quarterly to show progress.</p>

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from region to region and inform actions and response			
Strategy 2: Increase infection control competency and practice in all healthcare settings through training			
Objectives/ Associated Outcomes	Activities for year 2	Due Date	Documentation To Be Provided
<ol style="list-style-type: none"> 1. State or city-wide healthcare system with comprehensive, effective infection control programs and practices (i.e., healthcare setting infrastructure, facility level staff competence, healthcare provider competence, and infection prevention staff competence) 2. Qualified personnel in both health department and healthcare facilities better prepared to respond to infectious disease outbreaks in healthcare settings (including interrupting cross transmission) through on-site assessments, observations, and relevant training 3. Increased implementation of prevention guidelines and policies to assure best practices to eliminate cross-transmission of pathogens from patient-to-patient or patient-to-healthcare worker, across healthcare settings 	<p>2.2 Year 2 Milestone Subgrantee will develop an evaluation tool and implement the tool to make any necessary revisions to the training program to increase infection control competency and practice in healthcare settings in the county.</p>	03/31/2017	Number and type of facility evaluated with synopsis of revisions included in quarterly report
Strategy 3: Enhance surveillance capacity to improve situational awareness, describe emerging threats, and target on-site assessments to implement prevention programs			
Objectives/ Associated Outcomes	Activities for year 2	Due Date	Documentation To Be Provided
<ol style="list-style-type: none"> 1. Increase implementation of prevention guidelines and policies to assure best practices to eliminate cross-transmission of pathogens from patient-to-patient or patient-to-healthcare worker, across healthcare settings 2. Qualified informatics and analytic staff to access, analyze, and 	<p>3.1 Year 2 Milestones: Subgrantee will update the Washoe County Antibigram</p>	03/31/2017	Published updated Antibigram

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interpret HAI surveillance data from region to region and inform actions and response			
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State of Nevada
Department of Health and Human Services
Division of Public & Behavioral Health
(hereinafter referred to as the Division)

HD #: 14910
Budget Account: 3219
Category: 16
GL: 8516
Job Number: 9381515

NOTICE OF SUBGRANT AWARD

Program Name: Epidemiology & Laboratory Capacity (ELC) Program – Ebola Supplement Office of Public Health Informatics and Epidemiology		Subgrantee Name: Washoe County Health District (WCHD)	
Address: 4126 Technology Way, Suite #200 Carson City, NV 89706-2009		Address: 1001 East Ninth Street Reno, NV 89502	
Subgrant Period: April 1, 2015 through March 31, 2017.		Subgrantee's: EIN: <u>88-6000138</u> Vendor #: <u>T41107900</u> Dun & Bradstreet: <u>73-786-998</u>	
Purpose of Award: Conduct onsite assessments of facilities to identify deficiencies and corrective actions for infection control practices.			
Region(s) to be served: <input type="checkbox"/> Statewide <input checked="" type="checkbox"/> Specific county or counties: <u>Washoe County</u>			
Approved Budget Categories:		Disbursement of funds will be as follows:	
1. Personnel	\$ <u>301,448</u>	Payment will be made upon receipt and acceptance of an invoice and supporting documentation specifically requesting reimbursement for actual expenditures <i>specific to this subgrant</i> . Total reimbursement will not exceed \$374,953.00 during the subgrant period.	
2. Travel	\$ <u>598</u>		
3. Operating	\$ <u>-</u>		
4. Equipment	\$ <u>-</u>		
5. Contractual/Consultant	\$ <u>24,000</u>		
6. Training	\$ <u>-</u>		
7. Other	\$ <u>-</u>		
8. Administrative Costs	\$ <u>48,907</u>		
Total Cost: \$ <u>374,953</u>			
Source of Funds:		% of Funds:	CFDA:
1. Centers for Disease Control and Prevention		100%	93.815
			Federal Grant #: 3U50CK000419-01S2
Terms and Conditions: In accepting these grant funds, it is understood that: 1. Expenditures must comply with appropriate state and/or federal regulations; 2. This award is subject to the availability of appropriate funds; and 3. The recipient of these funds agrees to stipulations listed in the incorporated documents.			
Incorporated Documents: Section A: Assurances; Section B: Description of Services, Scope of Work and Deliverables; Section C: Budget and Financial Reporting Requirements; Section D: Request for Reimbursement; Section E: Audit Information Request; and Section F: DPBH Business Associate Addendum			
Washoe County Health District		Signature	Date
Judy DuMonte Program Manager, ELC			10/12/15
Mary Wherry Deputy Administrator			10/13/15
for Marta E. Jensen Acting Administrator, Division of Public & Behavioral Health			10/16/15

SCANNED
10/20/15

**DIVISION OF PUBLIC AND BEHAVIORAL HEALTH
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SECTION A

Assurances

As a condition of receiving subgranted funds from the Nevada State Division of Public and Behavioral Health, the Subgrantee agrees to the following conditions:

1. Grant funds may not be used for other than the awarded purpose. In the event Subgrantee expenditures do not comply with this condition, that portion not in compliance must be refunded to the Division.
2. To submit reimbursement requests only for expenditures approved in the spending plan. Any additional expenditure beyond what is allowable based on approved categorical budget amounts, without prior written approval by the Division, may result in denial of reimbursement.
3. Approval of subgrant budget by the Division constitutes prior approval for the expenditure of funds for specified purposes included in this budget. Unless otherwise stating in the Scope of Work the transfer of funds between budgeted categories without written prior approval from the Division is not allowed under the terms of this subgrant. Requests to revise approved budgeted amounts must be made in writing and provide sufficient narrative detail to determine justification.
4. Recipients of subgrants are required to maintain subgrant accounting records, identifiable by subgrant number. Such records shall be maintained in accordance with the following:
 - a. Records may be destroyed not less than three years (unless otherwise stipulated) after the final report has been submitted if written approval has been requested and received from the Administrative Services Officer (ASO) of the Division. Records may be destroyed by the Subgrantee five (5) calendar years after the final financial and narrative reports have been submitted to the Division.
 - b. In all cases an overriding requirement exists to retain records until resolution of any audit questions relating to individual subgrants.

Subgrant accounting records are considered to be all records relating to the expenditure and reimbursement of funds awarded under this subgrant award. Records required for retention include all accounting records and related original and supporting documents that substantiate costs charged to the subgrant activity.

5. To disclose any existing or potential conflicts of interest relative to the performance of services resulting from this subgrant award. The Division reserves the right to disqualify any subgrantee on the grounds of actual or apparent conflict of interest. Any attempt to intentionally or unintentionally conceal or obfuscate a conflict of interest will automatically result in the disqualification of funding.
6. To comply with the requirements of the Civil Rights Act of 1964, as amended, and the Rehabilitation Act of 1973, P.L. 93-112, as amended, and any relevant program-specific regulations, and shall not discriminate against any employee or offeror for employment because of race, national origin, creed, color, sex, religion, age, disability or handicap condition (including AIDS and AIDS-related conditions).
7. To comply with the Americans with Disability Act of 1990, P.L. 101-136, 42 U.S.C. 12101, as amended, and regulations adopted thereunder contained in 28 C.F.R. 26.101-36.999 inclusive and any relevant program-specific regulations
8. To comply with the requirements of the Health Insurance Portability and Accountability Act (HIPAA) of 1996, 45 C.F.R. 160, 162 and 164, as amended. If the subgrant award includes functions or activities that involve the use or disclosure of protected health information (PHI) then the subgrantee agrees to enter into a Business Associate Agreement with the Division as required by 45 C.F.R. 164.504(e). If PHI will not be disclosed then a Confidentiality Agreement will be entered into.
9. Subgrantee certifies, by signing this notice of subgrant award, that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency. This certification is made pursuant to regulations implementing Executive Order 12549, Debarment and Suspension, 28 C.F.R. pr. 67 § 67.510, as published as pt. VII of May 26, 1988, Federal Register (pp. 19150-19211). This provision shall be required of every subgrantee receiving any payment in whole or in part from federal funds.

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10. Sub-grantee agrees to comply with the requirements of the Title XII Public Law 103-227, the "PRO-KIDS Act of 1994," smoking may not be permitted in any portion of any indoor facility owned or regularly used for the provision of health, day care, education, or library services to children under the age of 18, if the services are funded by Federal programs either directly or through State or local governments. Federal programs include grants, cooperative agreements, loans and loan guarantees, and contracts. The law does not apply to children's services provided in private residences, facilities funded solely by Medicare or Medicaid funds, and portions of facilities used for inpatient drug and alcohol treatment.
11. Whether expressly prohibited by federal, state, or local law, or otherwise, that no funding associated with this subgrant will be used for any purpose associated with or related to lobbying or influencing or attempting to lobby or influence for any purpose the following:
 - a. Any federal, state, county or local agency, legislature, commission, council, or board;
 - b. Any federal, state, county or local legislator, commission member, council member, board member, or other elected official; or
 - c. Any officer or employee of any federal, state, county or local agency, legislature, commission, council or board.
12. Division subgrants are subject to inspection and audit by representative of the Division, Nevada Department of Health and Human Services, the State Department of Administration, the Audit Division of the Legislative Counsel Bureau or other appropriate state or federal agencies to:
 - a. Verify financial transactions and determine whether funds were used in accordance with applicable laws, regulations and procedures;
 - b. Ascertain whether policies, plans and procedures are being followed;
 - c. Provide management with objective and systematic appraisals of financial and administrative controls, including information as to whether operations are carried out effectively, efficiently and economically; and
 - d. Determine reliability of financial aspects of the conduct of the project.
13. Any audit of Subgrantee's expenditures will be performed in accordance with generally accepted government auditing standards to determine there is proper accounting for and use of subgrant funds. It is the policy of the Division, as well as federal requirement as specified in the Office of Management and Budget (2 CFR § 200.501(a)), revised December 26, 2013, that each grantee annually expending \$750,000 or more in federal funds have an annual audit prepared by an independent auditor in accordance with the terms and requirements of the appropriate circular. A COPY OF THE FINAL AUDIT REPORT MUST BE SENT TO:

***The Nevada State Division of Public and Behavioral Health
Attn: Administrative Services Officer IV
4150 Technology Way, Suite 300
Carson City, NV 89706-2009***

This copy of the final audit must be sent to the Division within nine (9) months of the close of the subgrantee's fiscal year. **To acknowledge this requirement, Section E of this notice of subgrant award must be completed.**

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**DIVISION OF PUBLIC AND BEHAVIORAL HEALTH
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SECTION B

Description of Services, Scope of Work and Deliverables for Year One Activities

Washoe County Health District (WCHD), hereinafter referred to as Subgrantee, agrees to provide the following services and reports according to the identified timeframes for year one activities related to the ELC Ebola Supplemental Grant

Scope of Work for WCHD

Activity A

Goal 1: Assure an expanded State HAI Plan and Advisory Group is in place (Strategy 1)			
<u>Objectives / Associated Outcomes</u>	<u>Activities for year 1</u>	<u>Due Date</u>	<u>Documentation Needed</u>
1. Establish leadership through an infection control advisory group including local opinion leaders, hospital leadership, infection control leaders and other relevant partners.	1.1. Subgrantee will participate through the project period in the HAI Advisory Group meetings. These meetings will be subject to the Nevada Open Meeting law requirements. a. The Subgrantee designated voting member will be required to attend a minimum of 50% of the scheduled HAI Advisory Group meetings. b. A designated proxy member (2) will be required to attend any meeting that the designated voting member is unable to attend.	05/29/15	1. A commitment letter will be signed by the WCHD voting member. Meeting minutes and sign-in sheets from the HAI advisory group will clearly demonstrate participation by the voting member and/or proxy.
	1.2. Subgrantee will work at recruiting Northern Nevada Hospital Infection Control Representatives to participate in the HAI Advisory Group. Members should include representation from hospitals, skilled nursing facilities, ambulatory surgical centers and end stage renal disease centers.	Throughout Project Period	2. Can include calendar appointments, agendas, meeting minutes or any other appropriate documentation.
	1.3. Subgrantee will, in collaboration with, the Inter-Hospital Coordinating Council (IHCC) and their hospital partners; review and make recommendations to modify the current HAI Plan. This review will allow Nevada to effectively address infection control deficiencies in the state based on Healthy People 2020 guidelines.	08/31/15	3. All recommendations for revisions to the current HAI plan must be submitted to the OPHIE ELC program, in writing, NLT 08/31/15. The final draft of the HAI plan will be presented to the Advisory Group for approval NLT 10/01/15

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Activity A

Goal 2: Asses readiness of Ebola-designated assessment hospitals within the state (Strategy 3)			
<u>Objective</u>	<u>Activities for Year 1</u>	<u>Due Date</u>	<u>Documentation Needed</u>
<p>1. State or city-wide healthcare system with comprehensive, effective infection control programs and practices (i.e., healthcare setting infrastructure, facility level staff competence, healthcare provider competence and infection prevention staff competence).</p> <p>2. Qualified personnel in both health department and healthcare facilities better prepared to respond to infectious disease outbreaks in healthcare settings (including interrupting cross transmission) through on-site assessments, observations, and relevant training.</p>	2.1. Subgrantee will conduct assessments of the two Ebola-designated assessment hospitals in Northern Nevada. These assessments will be conducted utilizing the Draft REP Tool 1-26-2015 (V16) (REP Tool), specific to Ebola Virus Disease (EVD). OHPIE will provide a contractor to assist with these assessments.	06/01/2015	1. A copy of the completed tool referenced in activity 1.1 will be made available to the OPHIE ELC program no later than 06/01/2015.
	2.2. Subgrantee will assist the State with identifying a Point of Contact (POC) for the two Ebola-designated assessment hospitals in Northern Nevada.	06/01/2015	2. Names and contact information, in writing, for the assessment hospitals.
	2.3. Subgrantee will work with the assessment hospitals to develop an improvement plan based on the findings from the EVD V16 tool.	09/01/2015	3. A copy of the improvement plan, complete with actions, responsibilities and timelines.
	2.4. Subgrantee will collaborate with the assessment hospitals to present findings, as best practices or lessons learned, to the IHCC.	Ongoing	4. Can include agendas, meeting minutes or any other appropriate documentation.
	2.5. Subgrantee will work to implement HAI mitigation strategies identified in the revised HAI Plan. These strategies may include, but are not limited to; continued assessments, documentation and training.	Throughout project period	5. Can include calendar appointments, agendas, meeting minutes or any other appropriate documentation.

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Activity A

Goal 3: Assess outbreak reporting and response in healthcare facilities (Strategy 4)			
<u>Objective</u>	<u>Activities for Year 1</u>	<u>Due Date</u>	<u>Documentation Needed</u>
1. Qualified personnel in both health department and healthcare facilities better prepared to respond to infectious disease outbreaks in healthcare settings (including interrupting cross transmission) through on-site assessments, observations and relevant training.	1.1 Subgrantee will provide outbreak response to healthcare facilities and the community through case interviewing, coordinating sample collection, directing outbreak control measures, coordination with affected jurisdictions, final report preparation and reporting to the state.	03/31/2016	1. Number of cases that occurred within the year one project period
	1.2 Subgrantee will work closely with their hospitals and healthcare providers when an outbreak or an emerging infectious disease occurs within the community.	03/31/2016	2. Number of outbreaks that occurred within the year one project period
	1.3 Subgrantee will provide the hospitals and healthcare providers with guidance on symptomology of the disease, testing criteria, treatment recommendations and reporting requirements.	03/31/2016	3. Copies of guidance provided to the healthcare providers and hospitals

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Activity B

Goal 4: Expand infection control assessments (Strategy 1)			
<u>Objective</u>	<u>Activities for Year 1</u>	<u>Due Date</u>	<u>Documentation Needed</u>
<p>1. State or city-wide healthcare system with comprehensive, effective infection control programs and practices (i.e., healthcare setting infrastructure, facility level staff competence, healthcare provider competence and infection prevention staff competence).</p> <p>2. Qualified personnel in both health departments and healthcare facilities better prepared to respond to infectious disease outbreaks in healthcare settings (including interrupting cross-transmission) through on-site assessments, observations, and relevant training.</p> <p>3. Increased implementation of prevention guidelines and policies to assure best practices to eliminate cross-transmission of pathogens from patient-to-patient or patient-to-healthcare worker, across healthcare settings.</p> <p>4. Qualified informatics and analytical staff to access, analyze and interpret HAI surveillance data from region to direct and inform actions and response.</p>	<p>4.1. Subgrantee will work to implement HAI mitigation strategies identified in the revised HAI Plan. These strategies may include, but are not limited to; continued assessments, documentation and training.</p>	Throughout Project Period	<p>1. Can include calendar appointments, agendas, meeting minutes or any other appropriate documentation.</p>
	<p>4.2. Subgrantee will promote infection control education sponsored by the state. If appropriate, Subgrantee will track trainings that are provided internally.</p>	03/31/2016	<p>2. Can include calendar appointments, agendas, meeting minutes or any other appropriate documentation.</p>
	<p>4.3. Subgrantee will work with State hired contractors to conduct anonymous assessments at state licensed facilities within their jurisdiction utilizing the facility specific tools approved by the HAI Advisory Group. These anonymous assessments will be used to validate the mitigation strategies detailed in the HAI Plan.</p>	Ongoing	<p>3. Anonymous surveys will be compiled at the state for analysis and reporting. These reports will be made available to Subgrantee for dissemination.</p>

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Activity B

Goal 5: Increase infection control competency and practice in all healthcare settings through training. (Strategy 2)			
<u>Objective</u>	<u>Activities for Year 1</u>	<u>Due Date</u>	<u>Documentation Needed</u>
<p>1. State or city-wide healthcare system with comprehensive, effective infection control programs and practices (i.e., healthcare setting infrastructure, facility level staff competence, healthcare provider competence and infection prevention staff competence).</p> <p>2. Qualified personnel in both health department and healthcare facilities better prepared to respond to infectious disease outbreaks in healthcare settings (including interrupting cross transmission) through on-site assessments, observations and relevant training.</p> <p>3. Increase implementation of prevention guidelines and policies to assure best practices to eliminate cross transmission of pathogens from patient-to-patient or patient-to-healthcare worker, across healthcare settings.</p>	<p>5.1. Subgrantee will contribute to Epi-News and Physician Alert preparation for healthcare providers in Washoe County.</p> <p>5.2. Note: This activity will detail the training requirements for year two and three and of the project period in the corresponding scopes of work.</p>	03/31/2016	<p>1. Number and copies of Epi-News Contributions and Physician Alerts conducted in the year one project period.</p>

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Activity B

Goal 6: Enhance Surveillance capacity to improve situational awareness, describe emerging threats and target on-site assessments to implement prevention programs. (Strategy 3)			
<u>Objective</u>	<u>Activities for Year 1</u>	<u>Due Date</u>	<u>Documentation Needed</u>
<p>1. Increase Implementation of prevention guidelines and policies to assure best practices to eliminate cross-transmission of pathogens from patient-to-patient or patient-to-healthcare worker, across healthcare settings.</p> <p>2. Qualified informatics and analytical staff to access, analyze and interpret HAI surveillance data from region to direct and inform actions and response.</p>	<p>6.1. Subgrantee will update the Washoe County Antibioqram for 2014.</p> <p>a. Collect data from hospital labs</p> <p>b. Complete data entry and quality check</p> <p>c. Complete the reports in pocket size format</p> <p>d. Complete the online version of Antibioqram</p> <p>e. Publish Antibioqram via Epi-News and on WCHD's website.</p>	<p>10/31/2015</p> <p>06/30/2015</p> <p>07/31/2015</p> <p>08/31/2015</p> <p>10/31/2015</p> <p>10/31/2015</p>	<p>1. Published updated Antibioqram</p>
	<p>6.2. Subgrantee will assist in communicable disease investigations through protocol preparation.</p>	<p>03/31/2016</p>	<p>2. Number of communicable disease protocols and supporting documentation.</p>
	<p>6.3. Subgrantee will maintain influenza surveillance capacity.</p> <p>a. Determine whether and when influenza activity increases.</p> <p>b. Track influenza-related illness.</p> <p>c. Determine which influenza viruses are circulating in the community.</p> <p>d. Measure the impact that influenza is having on mortality.</p> <p>e. Contribute local data to national influenza surveillance in the United States.</p> <p>f. Assist in early identification of novel influenza viruses.</p> <p>g. Production of a weekly influenza report, which outlines the level of influenza-like illness within our community, the breakdown of laboratory confirmed cases, % of hospital cases, % of ICU admits, total number of deaths of influenza positive cases, Pneumonia and Influenza (P&I) mortality data and syndromic surveillance data from First Watch and RODS.</p>	<p>03/31/2016</p>	<p>3. Number and copies of Epi-News Contributions, Influenza Reports and Physician Alerts conducted in the year one project period.</p>
	<p>6.4. Subgrantee will maintain enhanced Influenza surveillance to measure severity indicators.</p> <p>a. Review the medical records of all hospital Influenza cases and capture key variables into the access database so that data can be analyzed appropriately.</p>	<p>03/31/2016</p>	<p>4. Number and copies of Epi-News Contributions, Influenza Reports and Physician Alerts conducted in the year one project period.</p>
	<p>6.5. Subgrantee will participate in outbreak identification, prevention and control.</p> <p>a. Case interviewing, coordinating sample collection, directing outbreak control measures, coordination with other</p>	<p>03/31/2016</p>	<p>5. Number and copies of Epi-News Contributions, outbreaks and Physician Alerts conducted in the year one project period.</p>

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	<p>affected jurisdictions, final report preparation and reporting to the State.</p> <ul style="list-style-type: none"> b. Work closely with the hospitals and healthcare providers when an outbreak or emerging infectious disease occurs with the community. c. Provide the hospitals and healthcare providers with guidance on symptomology of the disease, testing criteria, treatment recommendations and reporting requirements. <p>6.6. Subgrantee will continue to perform communicable disease investigations.</p> <ul style="list-style-type: none"> a. Assist with routine communicable disease investigations b. Contacting the ordering provider to obtain demographic and treatment information for the case, interviewing cases, identifying and managing contacts as appropriate, assuring proper treatment was provided by the physician, excluding cases and contact from work if necessary and ordering follow-up testing as necessary. 	<p>03/31/2016</p>	<p>6. Number of investigations</p>
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SECTION C

Budget and Financial Reporting Requirements

Identify the source of funding on all printed documents purchased or produced within the scope of this subgrant, using a statement similar to: "This publication (journal, article, etc.) was supported by the Nevada State Division of Public and Behavioral Health through Grant Number 3U50CK000419-01S2 from the Centers for Disease Control and Prevention (CDC). Its contents are solely the responsibility of the authors and do not necessarily represent the official views of the Division nor the CDC."

Any activities performed under this subgrant shall acknowledge the funding was provided through the Division by Grant Number 3U50CK000419-01S2 from the Centers for Disease Control and Prevention.

Subgrantee agrees to adhere to the following budget:

<u>Category</u>	<u>Total cost</u>	<u>Detailed cost</u>	<u>Details of expected expenses</u>
1. Personnel	\$ 301,448		
		\$ 46,603	.10 FTE Epidemiology Center Director for 2 years, annual salary \$158,618 ($\$158,618 \times 10\% \times 2 = \$31,724$). Fringe Benefits at 46.9% of salary ($\$31,724 \times 46.9\% = \$14,879$)
		\$ 232,886	1 Epidemiologist for 2 years, annual salary \$79,267 ($79,267 \times 2 = 158,534$). Fringe Benefits at 46.9% of salary ($\$158,534 \times 46.9\% = \$74,352$)
		\$ 21,959	.05 FTE District Health Officer for 2 years, annual salary \$149,486 ($\$149,486 \times 5\% \times 2 = \$14,948$). Fringe Benefits at 46.9% of salary ($\$14,948 \times 46.9\% = \$7,011$)
2. Travel	\$ 598		
		\$ 598	Local mileage for travel to healthcare facilities to conduct assessments (10 miles per week x 52 weeks x 2 years x \$0.575 mileage reimbursement = \$598)
3. Operating	\$		
		\$	
4. Equipment	\$		
		\$	
5. Contractual Consultant	\$ 24,000		
		\$ 24,000	Twenty-Four (24) months of consulting services from Infectious Disease Physician. Provides support and consultation of infectious disease and emerging pathogens, \$1,000/month ($24 \times \$1,000 = \$24,000$)
6. Training	\$		
		\$	
7. Other	\$		
		\$	
8. Administrative Costs	\$ 48,907		
		\$ 48,907	15% of direct costs above
Total Cost	\$ 374,953		

- Equipment purchased with these funds belongs to the federal program from which this funding was appropriated and shall be returned to the program upon termination of this agreement.
- Division of Public and Behavioral Health policy is to allow no more than 10% flexibility, within the approved Scope of Work, unless otherwise authorized.

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- Travel expenses, per diem, and other related expenses must conform to the procedures and rates allowed for State officers and employees. It is the Policy of the Board of Examiners to restrict contractors/Subgrantees to the same rates and procedures allowed State Employees. The State of Nevada reimburses at rates comparable to the rates established by the US General Services Administration, with some exceptions (State Administrative Manual 0200.0 and 0320.0).

Subgrantee agrees to request reimbursement according to the schedule specified below for the actual expenses incurred related to the Scope of Work during the subgrant period.

- The total amount of this subgrant agreement is to be expended prior to March 31, 2018;
- The total award for this subgrant period is \$374,953.
- Requests for Reimbursement will be accompanied by supporting documentation, including a line item description of expenses incurred;
- Additional expenditure detail will be provided upon request from the Division.

Additionally, the Subgrantee agrees to provide:

- A complete financial accounting of all expenditures to the Division within 30 days of the CLOSE OF THE SUBGRANT PERIOD. Any un-obligated funds shall be returned to the Division at that time, or if not already requested, shall be deducted from the final award.

The Division agrees:

- To ensure successful completion of this project, the Division agrees to:
 - Provide technical assistance, upon request from the Subgrantee;
 - Provide prior approval of reports or documents to be developed;
 - Forward a report to another party, i.e. CDC.
- The Division reserves the right to hold reimbursement under this subgrant until any delinquent forms, reports, and expenditure documentation are submitted to and accepted by the Division.

Both parties agree:

In the event the Department chooses to complete a site visit, the Subgrantee agrees to make available all documentation related to this grant.

The Subgrantee will, in the performance of the Scope of Work specified in this subgrant, perform functions and/or activities that could involve confidential information; therefore, the Subgrantee is requested to fill out and sign Section F, which is specific to this subgrant, and will be in effect for the term of this subgrant.

All reports of expenditures and requests for reimbursement processed by the Division are SUBJECT TO AUDIT.

This subgrant agreement may be TERMINATED by either party prior to the date set forth on the Notice of Subgrant Award, provided the termination shall not be effective until 30 days after a party has served written notice upon the other party. This agreement may be terminated by mutual consent of both parties or unilaterally by either party without cause. The parties expressly agree that this Agreement shall be terminated immediately if for any reason the Division, state, and/or federal funding ability to satisfy this Agreement is withdrawn, limited, or impaired.

Financial Reporting Requirements

- A Request for Reimbursement is due on a monthly or quarterly basis, based on the terms of the subgrant agreement, no later than the 15th of the month.
- Reimbursement is based on actual expenditures incurred during the period being reported.
- Payment will not be processed without all reporting being current.
- Reimbursement may only be claimed for expenditures approved within the Notice of Subgrant Award.

**DIVISION OF PUBLIC AND BEHAVIORAL HEALTH
NOTICE OF SUBGRANT AWARD**

SECTION D

Request for Reimbursement

HD#: 14910
 Budget Account: 3219
 GL: 8516
 Draw #: _____

Program Name: Epidemiology & Laboratory Capacity (ELC) Program - Ebola Supplement Office of Public Health Informatics and Epidemiology	Subgrantee Name: Washoe County Health District (WCHD)
Address: 4126 Technology Way, Suite #200 Carson City, NV 89706-2009	Address: 1001 East Ninth Street Reno, NV 89502
Subgrant Period: April 1, 2015 - March 31, 2018	Subgrantee's: EIN: <u>88-6000138</u> Vendor #: <u>T41107900</u>

FINANCIAL REPORT AND REQUEST FOR FUNDS

(must be accompanied by expenditure report/back-up)

Month(s): _____ Calendar year: _____

Approved Budget Category	A Approved Budget	B Total Prior Requests	C Current Request	D Year to Date Total	E Budget Balance	F Percent Expended
1 Personnel	\$301,448.00	\$0.00	\$0.00	\$0.00	\$301,448.00	0.0%
2 Travel	\$598.00	\$0.00	\$0.00	\$0.00	\$598.00	0.0%
3 Operating	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	-
4 Equipment	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	-
5 Contract/Consultant	\$24,000.00	\$0.00	\$0.00	\$0.00	\$24,000.00	0.0%
6 Training	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	-
7 Other	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	-
8 Administrative Costs	\$48,907.00	\$0.00	\$0.00	\$0.00	\$48,907.00	0.0%
Total	\$374,953.00	\$0.00	\$0.00	\$0.00	\$374,953.00	0.0%

This report is true and correct to the best of my knowledge

Authorized Signature _____ Title _____ Date _____

Reminder: Request for Reimbursement cannot be processed without an expenditure report/backup. Reimbursement is only allowed for items contained within Subgrant Award documents. If applicable, travel claims must accompany report.

FOR DIVISION USE ONLY

Program contact necessary? Yes No Contact Person: _____

Reason for contact: _____

Fiscal review/approval date: _____ Signed: _____

Scope of Work review/approval date: _____ Signed: _____

ASO or Bureau Chief (as required): _____ Date: _____

DIVISION OF PUBLIC AND BEHAVIORAL HEALTH
NOTICE OF SUBGRANT AWARD

SECTION E

Audit Information Request

1. Non-Federal entities that **expend** \$750,000.00 or more in total federal awards are required to have a single or program-specific audit conducted for that year, in accordance with 2 CFR § 200.501(a). Within nine (9) months of the close of your organization's fiscal year, you **must** submit a copy of the final audit report to:

**Nevada State Division of Public and Behavioral Health
Attn: Administrative Services Officer IV
4150 Technology Way, Suite 300
Carson City, NV 89706-2009**

2. Did your organization expend \$750,000 or more in all federal awards during your organization's most recent fiscal year? YES NO

3. When does your organization's fiscal year end? June 30, 2015

4. What is the official name of your organization? Washoe County Health District

5. How often is your organization audited? Annually

6. When was your last audit performed? 10/29/14

7. What time period did your last audit cover? 7/1/13-6/30/14

8. Which accounting firm conducted your last audit? Kafury, Armstrong & Co.

Annabelle 6/2/15
Signature Date

Administrative Health Services
Officer
Title

**DIVISION OF PUBLIC AND BEHAVIORAL HEALTH
NOTICE OF SUBGRANT AWARD**

SECTION F

Business Associate Addendum

BETWEEN

Nevada Division of Public and Behavioral Health

Hereinafter referred to as the "Covered Entity"

and

Washoe County Health District

Hereinafter referred to as the "Business Associate"

PURPOSE. In order to comply with the requirements of HIPAA and the HITECH Act, this Addendum is hereby added and made part of the Contract between the Covered Entity and the Business Associate. This Addendum establishes the obligations of the Business Associate and the Covered Entity as well as the permitted uses and disclosures by the Business Associate of protected health information it may possess by reason of the Contract. The Covered Entity and the Business Associate shall protect the privacy and provide for the security of protected health information disclosed to the Business Associate pursuant to the Contract and in compliance with the Health Insurance Portability and Accountability Act of 1996, Public Law 104-191 ("HIPAA"), the Health Information Technology for Economic and Clinical Health Act, Public Law 111-5 ("the HITECH Act"), and regulation promulgated there under by the U.S. Department of Health and Human Services (the "HIPAA Regulations") and other applicable laws.

WHEREAS, the Business Associate will provide certain services to the Covered Entity, and, pursuant to such arrangement, the Business Associate is considered a business associate of the Covered Entity as defined in HIPAA, the HITECH Act, the Privacy Rule and Security Rule; and

WHEREAS, Business Associate may have access to and/or receive from the Covered Entity certain protected health information, in fulfilling its responsibilities under such arrangement; and

WHEREAS, the HIPAA Regulations, the HITECH Act, the Privacy Rule and the Security Rule require the Covered Entity to enter into a contract containing specific requirements of the Business Associate prior to the disclosure of protected health information, as set forth in, but not limited to, 45 CFR Parts 160 & 164 and Public Law 111-5.

THEREFORE, in consideration of the mutual obligations below and the exchange of information pursuant to this Addendum, and to protect the interests of both Parties, the Parties agree to all provisions of this Addendum.

I. **DEFINITIONS.** The following terms shall have the meaning ascribed to them in this Section. Other capitalized terms shall have the meaning ascribed to them in the context in which they first appear.

1. **Breach** means the unauthorized acquisition, access, use, or disclosure of protected health information which compromises the security or privacy of the protected health information. The full definition of breach can be found in 42 USC 17921 and 45 CFR 164.402.
2. **Business Associate** shall mean the name of the organization or entity listed above and shall have the meaning given to the term under the Privacy and Security Rule and the HITECH Act. For full definition refer to 45 CFR 160.103.
3. **CFR** stands for the Code of Federal Regulations.
4. **Contract** shall refer to this Addendum and that particular Contract to which this Addendum is made a part.
5. **Covered Entity** shall mean the name of the Division listed above and shall have the meaning given to such term under the Privacy Rule and the Security Rule, including, but not limited to 45 CFR 160.103.
6. **Designated Record Set** means a group of records that includes protected health information and is maintained by or for a covered entity or the Business Associate that includes, but is not limited to, medical, billing, enrollment, payment, claims adjudication, and case or medical management records. Refer to 45 CFR 164.501 for the complete definition.
7. **Disclosure** means the release, transfer, provision of, access to, or divulging in any other manner of information outside the entity holding the information as defined in 45 CFR 160.103.

**DIVISION OF PUBLIC AND BEHAVIORAL HEALTH
NOTICE OF SUBGRANT AWARD**

8. **Electronic Protected Health Information** means individually identifiable health information transmitted by electronic media or maintained in electronic media as set forth under 45 CFR 160.103.
9. **Electronic Health Record** means an electronic record of health-related information on an individual that is created, gathered, managed, and consulted by authorized health care clinicians and staff. Refer to 42 USC 17921.
10. **Health Care Operations** shall have the meaning given to the term under the Privacy Rule at 45 CFR 164.501.
11. **Individual** means the person who is the subject of protected health information and is defined in 45 CFR 160.103.
12. **Individually Identifiable Health Information** means health information, in any form or medium, including demographic information collected from an individual, that is created or received by a covered entity or a business associate of the covered entity and relates to the past, present, or future care of the individual. Individually identifiable health information is information that identifies the individual directly or there is a reasonable basis to believe the information can be used to identify the individual. Refer to 45 CFR 160.103.
13. **Parties** shall mean the Business Associate and the Covered Entity.
14. **Privacy Rule** shall mean the HIPAA Regulation that is codified at 45 CFR Parts 160 and 164, Subparts A, D and E.
15. **Protected Health Information** means individually identifiable health information transmitted by electronic media, maintained in electronic media, or transmitted or maintained in any other form or medium. Refer to 45 CFR 160.103 for the complete definition.
16. **Required by Law** means a mandate contained in law that compels an entity to make a use or disclosure of protected health information and that is enforceable in a court of law. This includes, but is not limited to: court orders and court-ordered warrants; subpoenas, or summons issued by a court; and statutes or regulations that require the provision of information if payment is sought under a government program providing public benefits. For the complete definition refer to 45 CFR 164.103.
17. **Secretary** shall mean the Secretary of the federal Department of Health and Human Services (HHS) or the Secretary's designee.
18. **Security Rule** shall mean the HIPAA regulation that is codified at 45 CFR Parts 160 and 164 Subparts A and C.
19. **Unsecured Protected Health Information** means protected health information that is not rendered unusable, unreadable, or indecipherable to unauthorized individuals through the use of a technology or methodology specified by the Secretary in the guidance issued in Public Law 111-5. Refer to 42 USC 17932 and 45 CFR 164.402.
20. **USC** stands for the United States Code.

II. OBLIGATIONS OF THE BUSINESS ASSOCIATE.

1. **Access to Protected Health Information.** The Business Associate will provide, as directed by the Covered Entity, an individual or the Covered Entity access to inspect or obtain a copy of protected health information about the Individual that is maintained in a designated record set by the Business Associate or, its agents or subcontractors, in order to meet the requirements of the Privacy Rule, including, but not limited to 45 CFR 164.524 and 164.504(e) (2) (ii) (E). If the Business Associate maintains an electronic health record, the Business Associate or, its agents or subcontractors shall provide such information in electronic format to enable the Covered Entity to fulfill its obligations under the HITECH Act, including, but not limited to 42 USC 17935.
2. **Access to Records.** The Business Associate shall make its internal practices, books and records relating to the use and disclosure of protected health information available to the Covered Entity and to the Secretary for purposes of determining Business Associate's compliance with the Privacy and Security Rule in accordance with 45 CFR 164.504(e)(2)(ii)(H).
3. **Accounting of Disclosures.** Promptly, upon request by the Covered Entity or individual for an accounting of disclosures, the Business Associate and its agents or subcontractors shall make available to the Covered Entity or the individual information required to provide an accounting of disclosures in accordance with 45 CFR 164.528, and the HITECH Act, including, but not limited to 42 USC 17935. The accounting of disclosures, whether electronic or other media, must include the requirements as outlined under 45 CFR 164.528(b).
4. **Agents and Subcontractors.** The Business Associate must ensure all agents and subcontractors to whom it provides protected health information agree in writing to the same restrictions and conditions that apply to the Business Associate with respect to all protected health information accessed, maintained, created, retained, modified, recorded, stored, destroyed, or otherwise held, transmitted, used or disclosed by the agent or subcontractor. The Business Associate must implement and maintain sanctions against agents and subcontractors that violate such restrictions and conditions and shall mitigate the effects of any such violation as outlined under 45 CFR 164.530(f) and 164.530(e)(1).
5. **Amendment of Protected Health Information.** The Business Associate will make available protected health information for amendment and incorporate any amendments in the designated record set maintained by the

**DIVISION OF PUBLIC AND BEHAVIORAL HEALTH
NOTICE OF SUBGRANT AWARD**

- Business Associate or, its agents or subcontractors, as directed by the Covered Entity or an individual, in order to meet the requirements of the Privacy Rule, including, but not limited to, 45 CFR 164.526.
6. **Audits, Investigations, and Enforcement.** The Business Associate must notify the Covered Entity immediately upon learning the Business Associate has become the subject of an audit, compliance review, or complaint investigation by the Office of Civil Rights or any other federal or state oversight agency. The Business Associate shall provide the Covered Entity with a copy of any protected health information that the Business Associate provides to the Secretary or other federal or state oversight agency concurrently with providing such information to the Secretary or other federal or state oversight agency. The Business Associate and individuals associated with the Business Associate are solely responsible for all civil and criminal penalties assessed as a result of an audit, breach, or violation of HIPAA or HITECH laws or regulations. Reference 42 USC 17937.
 7. **Breach or Other Improper Access, Use or Disclosure Reporting.** The Business Associate must report to the Covered Entity, in writing, any access, use or disclosure of protected health information not permitted by the Contract, Addendum or the Privacy and Security Rules. The Covered Entity must be notified immediately upon discovery or the first day such breach or suspected breach is known to the Business Associate or by exercising reasonable diligence would have been known by the Business Associate in accordance with 45 CFR 164.410, 164.504(e)(2)(ii)(C) and 164.308(b) and 42 USC 17921. The Business Associate must report any improper access, use or disclosure of protected health information by: the Business Associate or its agents or subcontractors. In the event of a breach or suspected breach of protected health information, the report to the Covered Entity must be in writing and include the following: a brief description of the incident; the date of the incident; the date the incident was discovered by the Business Associate; a thorough description of the unsecured protected health information that was involved in the incident; the number of individuals whose protected health information was involved in the incident; and the steps the Business Associate is taking to investigate the incident and to protect against further incidents. The Covered Entity will determine if a breach of unsecured protected health information has occurred and will notify the Business Associate of the determination. If a breach of unsecured protected health information is determined, the Business Associate must take prompt corrective action to cure any such deficiencies and mitigate any significant harm that may have occurred to individual(s) whose information was disclosed inappropriately.
 8. **Breach Notification Requirements.** If the Covered Entity determines a breach of unsecured protected health information by the Business Associate has occurred, the Business Associate will be responsible for notifying the individuals whose unsecured protected health information was breached in accordance with 42 USC 17932 and 45 CFR 164.404 through 164.406. The Business Associate must provide evidence to the Covered Entity that appropriate notifications to individuals and/or media, when necessary, as specified in 45 CFR 164.404 and 45 CFR 164.406 has occurred. The Business Associate is responsible for all costs associated with notification to individuals, the media or others as well as costs associated with mitigating future breaches. The Business Associate must notify the Secretary of all breaches in accordance with 45 CFR 164.408 and must provide the Covered Entity with a copy of all notifications made to the Secretary.
 9. **Breach Pattern or Practice by Covered Entity.** Pursuant to 42 USC 17934, if the Business Associate knows of a pattern of activity or practice of the Covered Entity that constitutes a material breach or violation of the Covered Entity's obligations under the Contract or Addendum, the Business Associate must immediately report the problem to the Secretary.
 10. **Data Ownership.** The Business Associate acknowledges that the Business Associate or its agents or subcontractors have no ownership rights with respect to the protected health information it accesses, maintains, creates, retains, modifies, records, stores, destroys, or otherwise holds, transmits, uses or discloses.
 11. **Litigation or Administrative Proceedings.** The Business Associate shall make itself, any subcontractors, employees, or agents assisting the Business Associate in the performance of its obligations under the Contract or Addendum, available to the Covered Entity, at no cost to the Covered Entity, to testify as witnesses, or otherwise, in the event litigation or administrative proceedings are commenced against the Covered Entity, its administrators or workforce members upon a claimed violation of HIPAA, the Privacy and Security Rule, the HITECH Act, or other laws relating to security and privacy.
 12. **Minimum Necessary.** The Business Associate and its agents and subcontractors shall request, use and disclose only the minimum amount of protected health information necessary to accomplish the purpose of the request, use or disclosure in accordance with 42 USC 17935 and 45 CFR 164.514(d)(3).
 13. **Policies and Procedures.** The Business Associate must adopt written privacy and security policies and procedures and documentation standards to meet the requirements of HIPAA and the HITECH Act as described in 45 CFR 164.316 and 42 USC 17931.
 14. **Privacy and Security Officer(s).** The Business Associate must appoint Privacy and Security Officer(s) whose responsibilities shall include: monitoring the Privacy and Security compliance of the Business Associate; development and implementation of the Business Associate's HIPAA Privacy and Security policies and procedures; establishment of Privacy and Security training programs; and development and implementation of an incident risk assessment and response plan in the event the Business Associate sustains a breach or suspected breach of protected health information.

**DIVISION OF PUBLIC AND BEHAVIORAL HEALTH
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15. **Safeguards.** The Business Associate must implement safeguards as necessary to protect the confidentiality, integrity, and availability of the protected health information the Business Associate accesses, maintains, creates, retains, modifies, records, stores, destroys, or otherwise holds, transmits, uses or discloses on behalf of the Covered Entity. Safeguards must include administrative safeguards (e.g., risk analysis and designation of security official), physical safeguards (e.g., facility access controls and workstation security), and technical safeguards (e.g., access controls and audit controls) to the confidentiality, integrity and availability of the protected health information, in accordance with 45 CFR 164.308, 164.310, 164.312, 164.316 and 164.504(e)(2)(ii)(B). Sections 164.308, 164.310 and 164.312 of the CFR apply to the Business Associate of the Covered Entity in the same manner that such sections apply to the Covered Entity. Technical safeguards must meet the standards set forth by the guidelines of the National Institute of Standards and Technology (NIST). The Business Associate agrees to only use, or disclose protected health information as provided for by the Contract and Addendum and to mitigate, to the extent practicable, any harmful effect that is known to the Business Associate, of a use or disclosure, in violation of the requirements of this Addendum as outlined under 45 CFR 164.530(e)(2)(f).
16. **Training.** The Business Associate must train all members of its workforce on the policies and procedures associated with safeguarding protected health information. This includes, at a minimum, training that covers the technical, physical and administrative safeguards needed to prevent inappropriate uses or disclosures of protected health information; training to prevent any intentional or unintentional use or disclosure that is a violation of HIPAA regulations at 45 CFR 160 and 164 and Public Law 111-5; and training that emphasizes the criminal and civil penalties related to HIPAA breaches or inappropriate uses or disclosures of protected health information. Workforce training of new employees must be completed within 30 days of the date of hire and all employees must be trained at least annually. The Business Associate must maintain written records for a period of six years. These records must document each employee that received training and the date the training was provided or received.
17. **Use and Disclosure of Protected Health Information.** The Business Associate must not use or further disclose protected health information other than as permitted or required by the Contract or as required by law. The Business Associate must not use or further disclose protected health information in a manner that would violate the requirements of the HIPAA Privacy and Security Rule and the HITECH Act.

III. **PERMITTED AND PROHIBITED USES AND DISCLOSURES BY THE BUSINESS ASSOCIATE.** The Business Associate agrees to these general use and disclosure provisions:

1. **Permitted Uses and Disclosures:**

- a. Except as otherwise limited in this Addendum, the Business Associate may use or disclose protected health information to perform functions, activities, or services for, or on behalf of, the Covered Entity as specified in the Contract, provided that such use or disclosure would not violate the HIPAA Privacy and Security Rule or the HITECH Act, if done by the Covered Entity in accordance with 45 CFR 164.504(e) (2) (i) and 42 USC 17935 and 17936.
- b. Except as otherwise limited by this Addendum, the Business Associate may use or disclose protected health information received by the Business Associate in its capacity as a Business Associate of the Covered Entity, as necessary, for the proper management and administration of the Business Associate, to carry out the legal responsibilities of the Business Associate, as required by law or for data aggregation purposes in accordance with 45 CFR 164.504(e)(2)(A), 164.504(e)(4)(i)(A), and 164.504(e)(2)(i)(B).
- c. Except as otherwise limited in this Addendum, if the Business Associate discloses protected health information to a third party, the Business Associate must obtain, prior to making any such disclosure, reasonable written assurances from the third party that such protected health information will be held confidential pursuant to this Addendum and only disclosed as required by law or for the purposes for which it was disclosed to the third party. The written agreement from the third party must include requirements to immediately notify the Business Associate of any breaches of confidentiality of protected health information to the extent it has obtained knowledge of such breach. Refer to 45 CFR 164.502 and 164.504 and 42 USC 17934.
- d. The Business Associate may use or disclose protected health information to report violations of law to appropriate federal and state authorities, consistent with 45 CFR 164.502(j)(1).

2. **Prohibited Uses and Disclosures:**

- a. Except as otherwise limited in this Addendum, the Business Associate shall not disclose protected health information to a health plan for payment or health care operations purposes if the patient has required this special restriction, and has paid out of pocket in full for the health care item or service to which the protected health information relates in accordance with 42 USC 17935.
- b. The Business Associate shall not directly or indirectly receive remuneration in exchange for any protected health information, as specified by 42 USC 17935, unless the Covered Entity obtained a valid authorization,

**DIVISION OF PUBLIC AND BEHAVIORAL HEALTH
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in accordance with 45 CFR 164.508 that includes a specification that protected health information can be exchanged for remuneration.

IV. OBLIGATIONS OF COVERED ENTITY

1. The Covered Entity will inform the Business Associate of any limitations in the Covered Entity's Notice of Privacy Practices in accordance with 45 CFR 164.520, to the extent that such limitation may affect the Business Associate's use or disclosure of protected health information.
2. The Covered Entity will inform the Business Associate of any changes in, or revocation of, permission by an individual to use or disclose protected health information, to the extent that such changes may affect the Business Associate's use or disclosure of protected health information.
3. The Covered Entity will inform the Business Associate of any restriction to the use or disclosure of protected health information that the Covered Entity has agreed to in accordance with 45 CFR 164.522 and 42 USC 17935, to the extent that such restriction may affect the Business Associate's use or disclosure of protected health information.
4. Except in the event of lawful data aggregation or management and administrative activities, the Covered Entity shall not request the Business Associate to use or disclose protected health information in any manner that would not be permissible under the HIPAA Privacy and Security Rule and the HITECH Act, if done by the Covered Entity.

V. TERM AND TERMINATION

1. **Effect of Termination:**
 - a. Except as provided in paragraph (b) of this section, upon termination of this Addendum, for any reason, the Business Associate will return or destroy all protected health information received from the Covered Entity or created, maintained, or received by the Business Associate on behalf of the Covered Entity that the Business Associate still maintains in any form and the Business Associate will retain no copies of such information.
 - b. If the Business Associate determines that returning or destroying the protected health information is not feasible, the Business Associate will provide to the Covered Entity notification of the conditions that make return or destruction infeasible. Upon a mutual determination that return or destruction of protected health information is infeasible, the Business Associate shall extend the protections of this Addendum to such protected health information and limit further uses and disclosures of such protected health information to those purposes that make return or destruction infeasible, for so long as the Business Associate maintains such protected health information.
 - c. These termination provisions will apply to protected health information that is in the possession of subcontractors, agents, or employees of the Business Associate.
2. **Term.** The Term of this Addendum shall commence as of the effective date of this Addendum herein and shall extend beyond the termination of the contract and shall terminate when all the protected health information provided by the Covered Entity to the Business Associate, or accessed, maintained, created, retained, modified, recorded, stored, or otherwise held, transmitted, used or disclosed by the Business Associate on behalf of the Covered Entity, is destroyed or returned to the Covered Entity, or, if it not feasible to return or destroy the protected health information, protections are extended to such information, in accordance with the termination.
3. **Termination for Breach of Contract.** The Business Associate agrees that the Covered Entity may immediately terminate the Contract if the Covered Entity determines that the Business Associate has violated a material part of this Addendum.

VI. MISCELLANEOUS

1. **Amendment.** The parties agree to take such action as is necessary to amend this Addendum from time to time for the Covered Entity to comply with all the requirements of the Health Insurance Portability and Accountability Act (HIPAA) of 1996, Public Law No. 104-191 and the Health Information Technology for Economic and Clinical Health Act (HITECH) of 2009, Public Law No. 111-5.
2. **Clarification.** This Addendum references the requirements of HIPAA, the HITECH Act, the Privacy Rule and the Security Rule, as well as amendments and/or provisions that are currently in place and any that may be forthcoming.
3. **Indemnification.** Each party will indemnify and hold harmless the other party to this Addendum from and against all claims, losses, liabilities, costs and other expenses incurred as a result of, or arising directly or indirectly out of or in conjunction with:
 - a. Any misrepresentation, breach of warranty or non-fulfillment of any undertaking on the part of the party under this Addendum; and

**DIVISION OF PUBLIC AND BEHAVIORAL HEALTH
NOTICE OF SUBGRANT AWARD**

- b. Any claims, demands, awards, judgments, actions, and proceedings made by any person or organization arising out of or in any way connected with the party's performance under this Addendum.
4. **Interpretation.** The provisions of the Addendum shall prevail over any provisions in the Contract that may conflict or appear inconsistent with any provision in this Addendum. This Addendum and the Contract shall be interpreted as broadly as necessary to implement and comply with HIPAA, the HITECH Act, the Privacy Rule and the Security Rule. The parties agree that any ambiguity in this Addendum shall be resolved to permit the Covered Entity and the Business Associate to comply with HIPAA, the HITECH Act, the Privacy Rule and the Security Rule.
5. **Regulatory Reference.** A reference in this Addendum to a section of the HITECH Act, HIPAA, the Privacy Rule and Security Rule means the sections as in effect or as amended.
6. **Survival.** The respective rights and obligations of Business Associate under Effect of Termination of this Addendum shall survive the termination of this Addendum.

THIS SPACE INTENTIONALLY LEFT BLANK

Division of Public and Behavioral Health
Notice of Subgrant Award

IN WITNESS WHEREOF, the Business Associate and the Covered Entity have agreed to the terms of the above written agreement as of the effective date set forth below.

Covered Entity

Division of Public and Behavioral Health
4150 Technology Way, Suite 300
Carson City, NV 89706

Phone: (775) 684-5975

Fax: (775) 684-4211

Business Associate

Washoe County Health District
Business Name

1001 E. Ninth Street
Business Address

Reno, NV 89512
Business City, State and Zip Code

775-328-2410
Business Phone Number

775-328-3752
Business Fax Number


Authorized Signature


Authorized Signature

for Marta E. Jensen
Print Name

Michael D. Brown
Print Name

Acting Administrator,
Division of Public and Behavioral Health
Title

Chair, District Board of Health
Title

10/16/15
Date

6/25/15
Date

STATE OF NEVADA

BRIAN SANDOVAL
Governor

RICHARD WHITLEY, MS
Interim Director



CODY L. PHINNEY, MPH
Administrator

TRACEY D. GREEN, MD
Chief Medical Officer


DEPARTMENT OF HEALTH AND HUMAN SERVICES
DIVISION OF PUBLIC AND BEHAVIORAL HEALTH

4150 Technology Way, Suite 300
Carson City, NV 89706

Telephone: (775) 684-4200 · Fax: (775) 684-4211

October 16, 2015

MEMORANDUM

TO: Mark Winebarger, ASO IV 
Division of Public and Behavioral Health

THROUGH: Julia Peek, Deputy Administrator
Division of Public and Behavioral Health

FROM: Judy DuMonte, ELC Program Coordinator
Office of Public Health Informatics and Epidemiology

SUBJECT: REQUEST FOR RETROACTIVE APPROVAL

This memorandum requests that the following subgrant (HD 14910) be approved for a retroactive start date effective April 1, 2015. This subgrant was delayed due to authority issues and the NOGA was not received prior to the start of activity. Also, since this is a new special project through the Centers for Disease Control and Prevention, scope of work detail had to be strategized with the local health authority to ensure the finest possible product is achieved.

The Bureau cannot implement the following to prevent future retroactive requests:

- Unfortunately, we have no control over when the NOGA is received. Therefore, implementing measures to prevent a retroactive request is not possible under these circumstances.

If you have any questions, please contact Judy DuMonte at (775) 684-5918 or jdumonte@health.nv.gov.

cc: Rick Morse, Management Analyst II
Division of Public and Behavioral Health

DD	AH	—
DHO		—
DA	LA	—
Risk	DME	—

STAFF REPORT
BOARD MEETING DATE: July 28, 2016

DATE: July 13, 2016

TO: District Board of Health

FROM: Patsy Buxton, Fiscal Compliance Officer, 775-328-2418, pbuxton@washoecounty.us

SUBJECT: Retroactive approval of Notice of Subgrant Award from the Nevada Department of Health and Human Services, Division of Public and Behavioral Health, for the period July 1, 2016 through May 17, 2020 in the total amount of \$32,279 (\$8,069.75 per year) in support of the Public Health Preparedness HPP Ebola Program, IO-11286; and if approved authorize the District Health Officer to execute the Subgrant Award.

SUMMARY

The Washoe County District Board of Health must approve and execute Interlocal Agreements. The District Health Officer is authorized to execute agreements on the Board of Health’s behalf not to exceed a cumulative amount of \$50,000 per contractor; over \$50,000 up to \$100,000 would require the approval of the Chair or the Board designee.

The Washoe County Health District received the Notice of Subgrant Award from the Division of Public and Behavioral Health for the period July 1, 2016 through May 17, 2020 in the total amount of \$32,279 (\$8,069.75 per year) in support of the Assistant Secretary for Preparedness and Response (ASPR) – HPP Ebola Grant Program, IO 11286. A copy of the Notice of Subgrant Award is attached.

District Board of Health strategic priority: Protect population from health problems and health hazards.

BCC Strategic Objective supported by this item: Safe, Secure and Healthy Communities.

Goal supported by this item: Approval of the Subgrant Award supports the Epidemiology and Public Health Preparedness (EPHP) Division’s mission to strengthen the capacity of public health infrastructure to detect, assess, and respond decisively to control the public health consequences of bioterrorism events or any public health emergency.

PREVIOUS ACTION

The Board approved the Notice of Subgrant Award for the period September 1, 2015 through June 30, 2016 in the total amount of \$135,798 on October 22, 2015. The Board approved Subgrant Amendment #1 which provided an additional \$23,499 bringing the total award amount to \$159,297 on February 25, 2016.

BACKGROUND/GRANT AWARD SUMMARY

Project/Program Name: HPP Ebola

Scope of the Project: The Subgrant Award scope of work includes:

- Conduct annual exercises and AAR/IPS for unannounced first encounter drills for Ebola with two assessment hospitals (first year) and other infectious diseases with one assessment and one frontline facility (subsequent four years) in collaboration with Inter-Hospital Coordinating Council.
- Provide technical assistance to health care coalitions and health care system to build the competency of health care workers to identify and assess suspected or confirmed patients with Ebola through annual training.
- Coordinate with health care coalitions in their jurisdiction to ensure annual coalition level exercises are conducted. First year must be Ebola, next years can be other infectious diseases if there are no global outbreaks of Ebola.
- Include EMS in state PPE training and local exercises.

Benefit to Washoe County Residents: This Award supports the Epidemiology and Public Health Preparedness (EPHP) Division's mission to strengthen the capacity of public health infrastructure to detect, assess, and respond decisively to control the public health consequences of bioterrorism events or any public health emergency.

On-Going Program Support: These funds support one time activities in the Public Health Preparedness Program.

Award Amount: Total award is \$32,279 (\$28,069 direct/\$4,210 indirect)

Grant Period: July 1, 2016 – May 17, 2020

Funding Source: Assistant Secretary for Preparedness and Response (ASPR)

Pass Through Entity: State of Nevada, Department of Health and Human Services
Division of Public & Behavioral Health

CFDA Number: 93.817

Grant ID Number: 1U3REP150510-01-00

Match Amount and Type: No match required

Sub-Awards and Contracts: No Sub-Awards are anticipated.

FISCAL IMPACT

The Board of County Commissioners will be requested to approve the following:

This award was not anticipated during the FY17 budget process. A budget amendment in the amount of \$7,017.25 is necessary to bring the Subgrant Award in alignment with the direct program budget. No amendment is necessary for indirect revenue.

Should the BCC approve these budget amendments, the FY17 budget will be increased by \$7,017.25 in the following accounts:

<u>Account Number</u>		<u>Description</u>	<u>Amount of Increase/(Decrease)</u>
2002-IO-11286	-431100	Federal Revenue	\$7,017.25
		Total Revenue	\$7,017.25
2002-IO-11286	-701110	Base Salaries	\$4,982.25
	-705210	Retirement	\$1,395.00
	-705110	Insurance	\$ 568.00
	-705230	Medicare	\$ 72.00
		Total Expenditures	\$7,017.25

RECOMMENDATION

Staff recommends that the Washoe County District Board of Health give retroactive approval for the Notice of Subgrant Award from the Nevada Department of Health and Human Services, Division of Public and Behavioral Health, for the period July 1, 2016 through May 17, 2020 in the total amount of \$32,279 (\$8,069.75 per year) in support of the Public Health Preparedness HPP Ebola Program, IO-11286; and if approved authorize the District Health Officer to execute the Subgrant Award.

POSSIBLE MOTION

Move to give retroactive approval for the Notice of Subgrant Award from the Nevada Department of Health and Human Services, Division of Public and Behavioral Health, for the period July 1, 2016 through May 17, 2020 in the total amount of \$32,279 (\$8,069.75 per year) in support of the Public Health Preparedness HPP Ebola Program, IO-11286; and if approved authorize the District Health Officer to execute the Subgrant Award.



State of Nevada
 Department of Health and Human Services
Division of Public & Behavioral Health
 (hereinafter referred to as the Division)

HD #: 15629
 Budget Account: 3218
 Category: 25
 GL: 8516
 Job Number: 9381715

NOTICE OF SUBGRANT AWARD

Program Name: Public Health Preparedness Program Preparedness, Assurance, Inspections, Statistics (PAIS)		Subgrantee Name: Washoe County Health District (WCHD)	
Address: 4150 Technology Way, Suite #200 Carson City, NV 89706-2009		Address: 1001 East Ninth St. / PO BOX 11130 Reno, NV 89520	
Subgrant Period: July 1, 2016 through May 17, 2020		Subgrantee's: EIN: <u>88-6000138</u> Vendor #: <u>T40283400Q</u> Dun & Bradstreet: <u>073786998</u>	
Purpose of Award: Funds are intended to demonstrate achievement in HPP Ebola Activities according to ASPR grant guidance.			
Region(s) to be served: <input type="checkbox"/> Statewide <input checked="" type="checkbox"/> Specific county or counties: <u>Washoe</u>			
Approved Budget Categories:		Disbursement of funds will be as follows:	
1. Personnel	\$ <u>28,000.00</u>	Payment will be made upon receipt and acceptance of an invoice and supporting documentation specifically requesting reimbursement for actual expenditures <i>specific to this subgrant</i> . Total reimbursement will not exceed \$32,279.00 during the subgrant period.	
2. Travel	\$ <u>69.00</u>		
3. Supplies	\$ <u>0.00</u>		
4. Equipment	\$ <u>0.00</u>		
5. Contractual/Consultant	\$ <u>0.00</u>		
6. Other	\$ <u>0.00</u>		
7. Indirect	\$ <u>4,210.00</u>		
Total Cost:	\$ <u>32,279.00</u>		
Source of Funds:		% Funds:	CFDA:
1. Assistant Secretary for Preparedness and Response		100	93.817
		FAIN:	Federal Grant #:
		U3REP0510A	1U3REP150510-01-00
Terms and Conditions:			
In accepting these grant funds, it is understood that:			
1. Expenditures must comply with appropriate state and/or federal regulations;			
2. This award is subject to the availability of appropriate funds; and			
3. The recipient of these funds agrees to stipulations listed in the incorporated documents.			
Incorporated Documents:			
Section A: Assurances;			
Section B: Description of Services, Scope of Work and Deliverables;			
Section C: Budget and Financial Reporting Requirements;			
Section D: Request for Reimbursement;			
Section E: Audit Information Request;			
Section F: DPBH Business Associate Addendum; and			
Attachment 1: Detailed Work Plan.			
		Signature (BLUE INK)	Date
Erin Lynch, MPH Program Manager, PHP		<i>Erin Lynch</i>	<u>6/30/16</u>
Chad Westom Bureau Chief, PAIS for Cody L. Phinney, MPH Administrator, Division of Public & Behavioral Health		<i>Chad Westom</i>	<u>7/1/16</u>

**DIVISION OF PUBLIC AND BEHAVIORAL HEALTH
NOTICE OF SUBGRANT AWARD**

SECTION A

Assurances

As a condition of receiving subgranted funds from the Nevada State Division of Public and Behavioral Health, the Subgrantee agrees to the following conditions:

1. Grant funds may not be used for other than the awarded purpose. In the event Subgrantee expenditures do not comply with this condition, that portion not in compliance must be refunded to the Division.
2. To submit reimbursement requests only for expenditures approved in the spending plan. Any additional expenditure beyond what is allowable based on approved categorical budget amounts, without prior written approval by the Division, may result in denial of reimbursement.
3. Approval of subgrant budget by the Division constitutes prior approval for the expenditure of funds for specified purposes included in this budget. Unless otherwise stated in the Scope of Work the transfer of funds between budgeted categories without written prior approval from the Division is not allowed under the terms of this subgrant. Requests to revise approved budgeted amounts must be made in writing and provide sufficient narrative detail to determine justification.
4. Recipients of subgrants are required to maintain subgrant accounting records, identifiable by subgrant number. Such records shall be maintained in accordance with the following:
 - a. Records may be destroyed not less than three years (unless otherwise stipulated) after the final report has been submitted if written approval has been requested and received from the Administrative Services Officer (ASO) of the Division. Records may be destroyed by the Subgrantee five (5) calendar years after the final financial and narrative reports have been submitted to the Division.
 - b. In all cases an overriding requirement exists to retain records until resolution of any audit questions relating to individual subgrants.

Subgrant accounting records are considered to be all records relating to the expenditure and reimbursement of funds awarded under this subgrant award. Records required for retention include all accounting records and related original and supporting documents that substantiate costs charged to the subgrant activity.

5. To disclose any existing or potential conflicts of interest relative to the performance of services resulting from this subgrant award. The Division reserves the right to disqualify any subgrantee on the grounds of actual or apparent conflict of interest. Any attempt to intentionally or unintentionally conceal or obfuscate a conflict of interest will automatically result in the disqualification of funding.
6. To comply with the requirements of the Civil Rights Act of 1964, as amended, and the Rehabilitation Act of 1973, P.L. 93-112, as amended, and any relevant program-specific regulations, and shall not discriminate against any employee or offeror for employment because of race, national origin, creed, color, sex, religion, age, disability or handicap condition (including AIDS and AIDS-related conditions).
7. To comply with the Americans with Disability Act of 1990, P.L. 101-136, 42 U.S.C. 12101, as amended, and regulations adopted thereunder contained in 28 C.F.R. 26.101-36.999 inclusive and any relevant program-specific regulations
8. To comply with the requirements of the Health Insurance Portability and Accountability Act (HIPAA) of 1996, 45 C.F.R. 160, 162 and 164, as amended. If the subgrant award includes functions or activities that involve the use or disclosure of protected health information (PHI) then the subgrantee agrees to enter into a Business Associate Agreement with the Division as required by 45 C.F.R. 164.504(e). If PHI will not be disclosed then a Confidentiality Agreement will be entered into.
9. Subgrantee certifies, by signing this notice of subgrant award, that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency. This certification is made pursuant to regulations implementing Executive Order 12549, Debarment and Suspension, 28 C.F.R. pr. 67 § 67.510, as published as pt. VII of May 26, 1988, Federal Register (pp. 19150-19211). This provision shall be required of every subgrantee receiving any payment in whole or in part from federal funds.

**DIVISION OF PUBLIC AND BEHAVIORAL HEALTH
NOTICE OF SUBGRANT AWARD**

10. Sub-grantee agrees to comply with the requirements of the Title XII Public Law 103-227, the "PRO-KIDS Act of 1994," smoking may not be permitted in any portion of any indoor facility owned or regularly used for the provision of health, day care, education, or library services to children under the age of 18, if the services are funded by Federal programs either directly or through State or local governments. Federal programs include grants, cooperative agreements, loans and loan guarantees, and contracts. The law does not apply to children's services provided in private residences, facilities funded solely by Medicare or Medicaid funds, and portions of facilities used for inpatient drug and alcohol treatment.
11. Whether expressly prohibited by federal, state, or local law, or otherwise, that no funding associated with this subgrant will be used for any purpose associated with or related to lobbying or influencing or attempting to lobby or influence for any purpose the following:
 - a. Any federal, state, county or local agency, legislature, commission, council, or board;
 - b. Any federal, state, county or local legislator, commission member, council member, board member, or other elected official; or
 - c. Any officer or employee of any federal, state, county or local agency, legislature, commission, council or board.
12. Division subgrants are subject to inspection and audit by representative of the Division, Nevada Department of Health and Human Services, the State Department of Administration, the Audit Division of the Legislative Counsel Bureau or other appropriate state or federal agencies to:
 - a. Verify financial transactions and determine whether funds were used in accordance with applicable laws, regulations and procedures;
 - b. Ascertain whether policies, plans and procedures are being followed;
 - c. Provide management with objective and systematic appraisals of financial and administrative controls, including information as to whether operations are carried out effectively, efficiently and economically; and
 - d. Determine reliability of financial aspects of the conduct of the project.
13. Any audit of Subgrantee's expenditures will be performed in accordance with generally accepted government auditing standards to determine there is proper accounting for and use of subgrant funds. It is the policy of the Division, as well as federal requirement as specified in the Office of Management and Budget (2 CFR § 200.501(a)), revised December 26, 2013, that each grantee annually expending \$750,000 or more in federal funds have an annual audit prepared by an independent auditor in accordance with the terms and requirements of the appropriate circular. A COPY OF THE FINAL AUDIT REPORT MUST BE SENT TO:

***Nevada State Division of Public and Behavioral Health
Attn: Contract Unit
4150 Technology Way, Suite 300
Carson City, NV 89706-2009***

This copy of the final audit must be sent to the Division within nine (9) months of the close of the subgrantee's fiscal year. **To acknowledge this requirement, Section E of this notice of subgrant award must be completed.**

THIS SPACE INTENTIONALLY LEFT BLANK

**DIVISION OF PUBLIC AND BEHAVIORAL HEALTH
NOTICE OF SUBGRANT AWARD**

SECTION B

Description of Services, Scope of Work and Deliverables

Washoe County Health District (WCHD), hereinafter referred to as Subgrantee, agrees to provide the following services and reports according to the identified timeframes:

- The attached Detailed Work Plan (Attachment 2) is for Year 2 - 5 (July 1, 2016 to May 17, 2020) of a five year grant and is broken down by grant activity. The Detailed Work Plan contains strategies, outcomes, activities, output documentation, and estimated date of completion for each activity.
- Submit written cumulative Progress Reports to the Division electronically on or before:
 - July 31, 2017 Year 2 Final Progress Report (For the period of 7/1/16 – 6/30/17)
 - July 31, 2018 Year 3 Final Progress Report (For the period of 7/1/17 – 6/30/18)
 - July 31, 2019 Year 4 Final Progress Report (For the period of 7/1/18 – 6/30/19)
 - June 30, 2020 Year 5 Final Progress Report (For the period of 7/1/19 – 5/17/20)
- Match is not required on this subgrant.

Additional information may be requested by the Division, as needed, due to evolving state and federal reporting requirements.

**DIVISION OF PUBLIC AND BEHAVIORAL HEALTH
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SECTION C

Budget and Financial Reporting Requirements

Identify the source of funding on all printed documents purchased or produced within the scope of this subgrant, using a statement similar to: "This publication (journal, article, etc.) was supported by the Nevada State Division of Public and Behavioral Health through Grant Number 1U3REP150510-01-00 from the Assistant Secretary for Preparedness and Response (ARPR) Its contents are solely the responsibility of the authors and do not necessarily represent the official views of the Division nor the ASPR."

Any activities performed under this subgrant shall acknowledge the funding was provided through the Division by Grant Number 1U3REP150510-01-from ASPR.

Subgrantee agrees to adhere to the following budget:

<u>Category</u>	<u>Total cost</u>	<u>Detailed cost</u>	<u>Details of expected expenses</u>	
1. Personnel	\$ 28,000			
			Annual Salary	% of Time
		\$ 7,240	\$90,506	2%
			PHP Manager (J. Whitesides) \$90,506/year x 2% x 4 years = \$7,240 \$1,810 each year for 4 years	
		\$ 12,478	\$62,388	5%
			Public Health Emergency Response Coordinator (A. Esp) \$62,388/year x 5% x 4 years = \$12,478 \$3,119.50 each year for 4 years	
		\$ 8,282		
			Fringe @ 42% \$19,718 x 42% = \$8,282 \$2,070.50 each year for 4 years Each year = \$7,000	
2. Travel	\$ 69			
		\$ 69	Mileage to healthcare facilities to conduct assessments. 127 miles x \$.54/mile = \$69 \$17.25 each year for 4 years	
3. Supplies	\$ 0			
		\$		
4. Equipment	\$ 0			
		\$		
5. Contractual/ Consultant	\$ 0			
		\$		
6. Other	\$ 0			
		\$		
7. Indirect	\$ 4,210			
		\$ 4,210	Indirect @ 15% \$28,069 x 15% = \$4,210 \$1,052.50 each year for 4 years	
Total Cost	\$ 32,279	\$8,069.75 each year for 4 years		

**DIVISION OF PUBLIC AND BEHAVIORAL HEALTH
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- Division of Public and Behavioral Health policy is to allow no more than 10% flexibility (no more than a cumulative amount of \$3,227.90 = \$806.98 each year for 4 years), within approved Scope of Work, unless otherwise authorized. Upon reaching the 10% funding adjustment threshold, additional adjustments between categories cannot be made without prior written approval from the Division. Changes to the Scope of Work cannot be made without prior approval from the Division and the federal funding agency. Redirect requests may not be submitted within 60 days of the close of the subgrant period. Approval from Program Manager is required on all redirects.
- Meal/Food Costs: Subgrantee should continue to exercise due diligence in reviewing meals served at meetings, training exercises, and similar events to ensure that this activity has been included in their approved spend plans and budgets. The criteria for determining allowable expenses for upcoming meetings and conferences where meals will be served are:
 - Meals must be a necessary part of a working meeting (or training), integral to full participation in the business of the meeting, i.e., meals may not be taken elsewhere without attendees missing essential formal discussions, lectures, or speeches concerning the purpose of the meeting or training.
 - Meal costs are not duplicated in participants' per diem or subsistence allowances.
 - Meeting participants (majority) are traveling from a distance of more than 50 miles.
 - Guest meals (i.e., meals for non-essential attendees) are not allowable.
- Equipment purchased with these funds belongs to the federal program from which this funding was appropriated and shall be returned to the program upon termination of this agreement.
- Travel expenses, per diem, and other related expenses must conform to the procedures and rates allowed for State officers and employees. It is the Policy of the Board of Examiners to restrict contractors/Subgrantees to the same rates and procedures allowed State Employees. The State of Nevada reimburses at rates comparable to the rates established by the US General Services Administration, with some exceptions (State Administrative Manual 0200.0 and 0320.0).

Subgrantee agrees to request reimbursement according to the schedule specified below for the actual expenses incurred related to the Scope of Work during the subgrant period.

- Submit monthly Requests for Reimbursement no later than 30 days following the end of the month; submit a Request for Reimbursement for activities completed through the month of June no later than July 31, 2017. The final Request for Reimbursement date is subject to change upon direction from the Division.
- The maximum available through the subgrant is \$32,279.00 (\$8,069.75 each year for 4 years). Any unspent funds can be carried into the next year.
- Requests for Reimbursement will be accompanied by supporting documentation, including a line item description of expenses incurred;
- Provide complete travel detail including purpose of travel and attach copies of travel claim summary (if available).
- Attached invoice copies for all items listed in Contract/Consultant and Equipment. Also attach invoices for all Supplies and Other purchases that are over \$500 per item. **NOTE:** Supplies are items which have a consumable life of less than 1 year and Equipment are items over \$5,000 per item OR have a consumable life of over 1 year (ie: laptops, iPads, printers, etc...).
- Costs associated with food or meals are NOT permitted unless included with per diem as a part of official travel. Meals cannot be claimed within 50 miles of the official workstation.
- Additional expenditure detail will be provided upon request from the Division.
- No match is required.

Additionally, the Subgrantee agrees to provide:

- Provide a copy of all plans developed and all After Action Reports (AAR) for exercises within 45 days of completion.

**DIVISION OF PUBLIC AND BEHAVIORAL HEALTH
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- A complete financial accounting of all expenditures to the Division within 30 days of the CLOSE OF THE SUBGRANT PERIOD. Any un-obligated funds shall be returned to the Division at that time, or if not already requested, shall be deducted from the final award.

The Division agrees:

- Review and approve activities through programmatic and fiscal reports and conduct annual site visits at the Subgrantee's physical site as necessary.
- Provide technical assistance, upon request from the Subgrantee.
- The Division reserves the right to hold reimbursement under this subgrant until any delinquent forms, reports, and expenditure documentation are submitted to and accepted by the Division.

Both parties agree:

- Based on the bi-annual narrative progress and financial reporting forms, as well as site visit findings, if it appears to the Nevada State Division of Public and Behavioral Health that activities will not be completed in time specifically designated in the Scope of Work, or project objectives have been met at a lesser cost than originally budgeted, the Nevada State Division of Public and Behavioral Health may reduce the amount of this subgrant award and reallocate funding to other preparedness priorities within the state. This includes but is not limited to:
 - Reallocating funds between the subgrantee's categories, and
 - Reallocating funds to another subgrantee or funding recipient to address other identified PHP priorities, by removing it from this agreement through a subgrant amendment.
- The Subgrantee will, in the performance of the Detailed Work Plan specified in this subgrant, perform functions and/or activities that could involve confidential information; therefore, the Subgrantee is requested to fill out and sign Section F, which is specific to this subgrant, and will be in effect for the term of this subgrant.
- All reports of expenditures and requests for reimbursement processed by the Division are SUBJECT TO AUDIT.
- This subgrant agreement may be TERMINATED by either party prior to the date set forth on the Notice of Subgrant Award, provided the termination shall not be effective until 30 days after a party has served written notice upon the other party. This agreement may be terminated by mutual consent of both parties or unilaterally by either party without cause. The parties expressly agree that this Agreement shall be terminated immediately if for any reason the Division, state, and/or federal funding ability to satisfy this Agreement is withdrawn, limited, or impaired.

Financial Reporting Requirements

- A Request for Reimbursement is due on a monthly or quarterly basis, based on the terms of the subgrant agreement, no later than the 30th of the month.
- Reimbursement is based on actual expenditures incurred during the period being reported.
- Payment will not be processed without all reporting being current.
- Reimbursement may only be claimed for expenditures approved within the Notice of Subgrant Award.

**DIVISION OF PUBLIC AND BEHAVIORAL HEALTH
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SECTION D

Nevada Department of Health and Human Services Division of Public & Behavioral Health Public Health Preparedness Program	HD#: 15629 Budget Account: 3218 Category: 25 GL: 8516 Job #: 9381715 Draw #: _____
REQUEST FOR REIMBURSEMENT	

Program Name: Public Health Preparedness Program Preparedness, Assurance, Inspections and Statistics	Subgrantee Name: Washoe County Health District
Address: 4150 Technology Way Suite# 200 Carson City, NV 89706	Address: 1001 East Ninth St. / PO Box 11130 Reno, NV 89520
Subgrant Period: July 1, 2016 through May 17, 2020	Subgrantee's: EIN: 88-6000138 Vendor #: T402283400Q DUNS#: 073786998

FINANCIAL REPORT AND REQUEST FOR FUNDS
(must be accompanied by expenditure report/back-up)

Month(s): _____ Calendar year: _____

Approved Budget Category	A Approved Budget	B Total Prior Requests	C Current Request	D Year to Date Total	E Budget Balance	F Percent Expended
1 Personnel	\$28,000.00	\$0.00	\$0.00	\$0.00	\$28,000.00	0.0%
2 Travel	\$69.00	\$0.00	\$0.00	\$0.00	\$69.00	0.0%
3 Supplies	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	-
4 Equipment	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	-
5 Contract/Consultant	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	-
6 Other	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	-
7 Indirect	\$4,210.00	\$0.00	\$0.00	\$0.00	\$4,210.00	0.0%
Total	\$32,279.00	\$0.00	\$0.00	\$0.00	\$32,279.00	0.0%

This report is true and correct to the best of my knowledge

Authorized Signature (BLUE INK) _____ Title _____ Date _____

Reminder: Request for Reimbursement cannot be processed without an expenditure report/backup. Reimbursement is only allowed for items contained within Subgrant Award documents. If applicable, travel claims must accompany report.

FOR DIVISION USE ONLY

Program contact necessary? ___ Yes ___ No Contact Person: _____

Reason for contact: _____

Fiscal review/approval date: _____ Signed: _____

Scope of Work review/approval date: _____ Signed: _____

ASO or Bureau Chief (as required): _____ Date: _____

**DIVISION OF PUBLIC AND BEHAVIORAL HEALTH
NOTICE OF SUBGRANT AWARD**

Washoe County Health District Reimbursement Worksheet July 2016							
Personnel	Title	Description				Amount	
TOTAL							
Contract / Consultant		Description				Amount	
TOTAL							
Travel (Name of Traveler)	Travel Dates	To	Mileage @ \$0.54/mi	Lodging & Per Diem	AirFare & Misc	Purpose/ Description	Amount
TOTAL							
Supplies (Items under \$5,000 & consumed within 1 yr)		Description				Amount	
TOTAL							
Equipment (Items over \$5,000 or not consumed within 1 yr)		Description (attach invoice copies for all items)				Amount	
TOTAL							
Other		Description				Amount	
TOTAL							
Indirect		Description				Amount	
TOTAL							
TOTAL EXPENDITURES							

DIVISION OF PUBLIC AND BEHAVIORAL HEALTH
NOTICE OF SUBGRANT AWARD

SECTION E

Audit Information Request

1. Non-Federal entities that **expend** \$750,000.00 or more in total federal awards are required to have a single or program-specific audit conducted for that year, in accordance with 2 CFR § 200.501(a). Within nine (9) months of the close of your organization's fiscal year, you **must** submit a copy of the final audit report to:

Nevada State Division of Public and Behavioral Health
Attn: Contract Unit
4150 Technology Way, Suite 300
Carson City, NV 89706-2009

2. Did your organization expend \$750,000 or more in all federal awards during your organization's most recent fiscal year? YES NO

3. When does your organization's fiscal year end?

June 30, 2016

4. What is the official name of your organization?

Washoe County Health District

5. How often is your organization audited?

Annually

6. When was your last audit performed?

FY16 - in process

7. What time period did your last audit cover

7/1/15 - 6/30/16

8. Which accounting firm conducted your last audit?

Eide Bailly

A. McKeever 7/13/16

Signature (BLUE INK)

Date

Administrative Health Services Officer

Title

**DIVISION OF PUBLIC AND BEHAVIORAL HEALTH
NOTICE OF SUBGRANT AWARD**

SECTION F

Business Associate Addendum

BETWEEN

Nevada Division of Public and Behavioral Health

Hereinafter referred to as the "Covered Entity"

and

Washoe County Health District

Hereinafter referred to as the "Business Associate"

PURPOSE. In order to comply with the requirements of HIPAA and the HITECH Act, this Addendum is hereby added and made part of the agreement between the Covered Entity and the Business Associate. This Addendum establishes the obligations of the Business Associate and the Covered Entity as well as the permitted uses and disclosures by the Business Associate of protected health information it may possess by reason of the agreement. The Covered Entity and the Business Associate shall protect the privacy and provide for the security of protected health information disclosed to the Business Associate pursuant to the agreement and in compliance with the Health Insurance Portability and Accountability Act of 1996, Public Law 104-191 ("HIPAA"), the Health Information Technology for Economic and Clinical Health Act, Public Law 111-5 ("the HITECH Act"), and regulation promulgated there under by the U.S. Department of Health and Human Services (the "HIPAA Regulations") and other applicable laws.

WHEREAS, the Business Associate will provide certain services to the Covered Entity, and, pursuant to such arrangement, the Business Associate is considered a business associate of the Covered Entity as defined in HIPAA, the HITECH Act, the Privacy Rule and Security Rule; and

WHEREAS, Business Associate may have access to and/or receive from the Covered Entity certain protected health information, in fulfilling its responsibilities under such arrangement; and

WHEREAS, the HIPAA Regulations, the HITECH Act, the Privacy Rule and the Security Rule require the Covered Entity to enter into an agreement containing specific requirements of the Business Associate prior to the disclosure of protected health information, as set forth in, but not limited to, 45 CFR Parts 160 & 164 and Public Law 111-5.

THEREFORE, in consideration of the mutual obligations below and the exchange of information pursuant to this Addendum, and to protect the interests of both Parties, the Parties agree to all provisions of this Addendum.

I. **DEFINITIONS.** The following terms shall have the meaning ascribed to them in this Section. Other capitalized terms shall have the meaning ascribed to them in the context in which they first appear.

1. **Breach** means the unauthorized acquisition, access, use, or disclosure of protected health information which compromises the security or privacy of the protected health information. The full definition of breach can be found in 42 USC 17921 and 45 CFR 164.402.
2. **Business Associate** shall mean the name of the organization or entity listed above and shall have the meaning given to the term under the Privacy and Security Rule and the HITECH Act. For full definition refer to 45 CFR 160.103.
3. **CFR** stands for the Code of Federal Regulations.
4. **Agreement** shall refer to this Addendum and that particular agreement to which this Addendum is made a part.
5. **Covered Entity** shall mean the name of the Division listed above and shall have the meaning given to such term under the Privacy Rule and the Security Rule, including, but not limited to 45 CFR 160.103.
6. **Designated Record Set** means a group of records that includes protected health information and is maintained by or for a covered entity or the Business Associate that includes, but is not limited to, medical, billing, enrollment, payment, claims adjudication, and case or medical management records. Refer to 45 CFR 164.501 for the complete definition.
7. **Disclosure** means the release, transfer, provision of, access to, or divulging in any other manner of information outside the entity holding the information as defined in 45 CFR 160.103.

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8. **Electronic Protected Health Information** means individually identifiable health information transmitted by electronic media or maintained in electronic media as set forth under 45 CFR 160.103.
9. **Electronic Health Record** means an electronic record of health-related information on an individual that is created, gathered, managed, and consulted by authorized health care clinicians and staff. Refer to 42 USC 17921.
10. **Health Care Operations** shall have the meaning given to the term under the Privacy Rule at 45 CFR 164.501.
11. **Individual** means the person who is the subject of protected health information and is defined in 45 CFR 160.103.
12. **Individually Identifiable Health Information** means health information, in any form or medium, including demographic information collected from an individual, that is created or received by a covered entity or a business associate of the covered entity and relates to the past, present, or future care of the individual. Individually identifiable health information is information that identifies the individual directly or there is a reasonable basis to believe the information can be used to identify the individual. Refer to 45 CFR 160.103.
13. **Parties** shall mean the Business Associate and the Covered Entity.
14. **Privacy Rule** shall mean the HIPAA Regulation that is codified at 45 CFR Parts 160 and 164, Subparts A, D and E.
15. **Protected Health Information** means individually identifiable health information transmitted by electronic media, maintained in electronic media, or transmitted or maintained in any other form or medium. Refer to 45 CFR 160.103 for the complete definition.
16. **Required by Law** means a mandate contained in law that compels an entity to make a use or disclosure of protected health information and that is enforceable in a court of law. This includes, but is not limited to: court orders and court-ordered warrants; subpoenas, or summons issued by a court; and statutes or regulations that require the provision of information if payment is sought under a government program providing public benefits. For the complete definition refer to 45 CFR 164.103.
17. **Secretary** shall mean the Secretary of the federal Department of Health and Human Services (HHS) or the Secretary's designee.
18. **Security Rule** shall mean the HIPAA regulation that is codified at 45 CFR Parts 160 and 164 Subparts A and C.
19. **Unsecured Protected Health Information** means protected health information that is not rendered unusable, unreadable, or indecipherable to unauthorized individuals through the use of a technology or methodology specified by the Secretary in the guidance issued in Public Law 111-5. Refer to 42 USC 17932 and 45 CFR 164.402.
20. **USC** stands for the United States Code.

II. OBLIGATIONS OF THE BUSINESS ASSOCIATE.

1. **Access to Protected Health Information.** The Business Associate will provide, as directed by the Covered Entity, an individual or the Covered Entity access to inspect or obtain a copy of protected health information about the Individual that is maintained in a designated record set by the Business Associate or, its agents or subcontractors, in order to meet the requirements of the Privacy Rule, including, but not limited to 45 CFR 164.524 and 164.504(e) (2) (ii) (E). If the Business Associate maintains an electronic health record, the Business Associate or, its agents or subcontractors shall provide such information in electronic format to enable the Covered Entity to fulfill its obligations under the HITECH Act, including, but not limited to 42 USC 17935.
2. **Access to Records.** The Business Associate shall make its internal practices, books and records relating to the use and disclosure of protected health information available to the Covered Entity and to the Secretary for purposes of determining Business Associate's compliance with the Privacy and Security Rule in accordance with 45 CFR 164.504(e)(2)(ii)(H).
3. **Accounting of Disclosures.** Promptly, upon request by the Covered Entity or individual for an accounting of disclosures, the Business Associate and its agents or subcontractors shall make available to the Covered Entity or the individual information required to provide an accounting of disclosures in accordance with 45 CFR 164.528, and the HITECH Act, including, but not limited to 42 USC 17935. The accounting of disclosures, whether electronic or other media, must include the requirements as outlined under 45 CFR 164.528(b).
4. **Agents and Subcontractors.** The Business Associate must ensure all agents and subcontractors to whom it provides protected health information agree in writing to the same restrictions and conditions that apply to the Business Associate with respect to all protected health information accessed, maintained, created, retained, modified, recorded, stored, destroyed, or otherwise held, transmitted, used or disclosed by the agent or subcontractor. The Business Associate must implement and maintain sanctions against agents and subcontractors that violate such restrictions and conditions and shall mitigate the effects of any such violation as outlined under 45 CFR 164.530(f) and 164.530(e)(1).
5. **Amendment of Protected Health Information.** The Business Associate will make available protected health information for amendment and incorporate any amendments in the designated record set maintained by the

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- Business Associate or, its agents or subcontractors, as directed by the Covered Entity or an individual, in order to meet the requirements of the Privacy Rule, including, but not limited to, 45 CFR 164.526.
6. **Audits, Investigations, and Enforcement.** The Business Associate must notify the Covered Entity immediately upon learning the Business Associate has become the subject of an audit, compliance review, or complaint investigation by the Office of Civil Rights or any other federal or state oversight agency. The Business Associate shall provide the Covered Entity with a copy of any protected health information that the Business Associate provides to the Secretary or other federal or state oversight agency concurrently with providing such information to the Secretary or other federal or state oversight agency. The Business Associate and individuals associated with the Business Associate are solely responsible for all civil and criminal penalties assessed as a result of an audit, breach, or violation of HIPAA or HITECH laws or regulations. Reference 42 USC 17937.
 7. **Breach or Other Improper Access, Use or Disclosure Reporting.** The Business Associate must report to the Covered Entity, in writing, any access, use or disclosure of protected health information not permitted by the agreement, Addendum or the Privacy and Security Rules. The Covered Entity must be notified immediately upon discovery or the first day such breach or suspected breach is known to the Business Associate or by exercising reasonable diligence would have been known by the Business Associate in accordance with 45 CFR 164.410, 164.504(e)(2)(ii)(C) and 164.308(b) and 42 USC 17921. The Business Associate must report any improper access, use or disclosure of protected health information by: the Business Associate or its agents or subcontractors. In the event of a breach or suspected breach of protected health information, the report to the Covered Entity must be in writing and include the following: a brief description of the incident; the date of the incident; the date the incident was discovered by the Business Associate; a thorough description of the unsecured protected health information that was involved in the incident; the number of individuals whose protected health information was involved in the incident; and the steps the Business Associate is taking to investigate the incident and to protect against further incidents. The Covered Entity will determine if a breach of unsecured protected health information has occurred and will notify the Business Associate of the determination. If a breach of unsecured protected health information is determined, the Business Associate must take prompt corrective action to cure any such deficiencies and mitigate any significant harm that may have occurred to individual(s) whose information was disclosed inappropriately.
 8. **Breach Notification Requirements.** If the Covered Entity determines a breach of unsecured protected health information by the Business Associate has occurred, the Business Associate will be responsible for notifying the individuals whose unsecured protected health information was breached in accordance with 42 USC 17932 and 45 CFR 164.404 through 164.406. The Business Associate must provide evidence to the Covered Entity that appropriate notifications to individuals and/or media, when necessary, as specified in 45 CFR 164.404 and 45 CFR 164.406 has occurred. The Business Associate is responsible for all costs associated with notification to individuals, the media or others as well as costs associated with mitigating future breaches. The Business Associate must notify the Secretary of all breaches in accordance with 45 CFR 164.408 and must provide the Covered Entity with a copy of all notifications made to the Secretary.
 9. **Breach Pattern or Practice by Covered Entity.** Pursuant to 42 USC 17934, if the Business Associate knows of a pattern of activity or practice of the Covered Entity that constitutes a material breach or violation of the Covered Entity's obligations under the Contract or Addendum, the Business Associate must immediately report the problem to the Secretary.
 10. **Data Ownership.** The Business Associate acknowledges that the Business Associate or its agents or subcontractors have no ownership rights with respect to the protected health information it accesses, maintains, creates, retains, modifies, records, stores, destroys, or otherwise holds, transmits, uses or discloses.
 11. **Litigation or Administrative Proceedings.** The Business Associate shall make itself, any subcontractors, employees, or agents assisting the Business Associate in the performance of its obligations under the agreement or Addendum, available to the Covered Entity, at no cost to the Covered Entity, to testify as witnesses, or otherwise, in the event litigation or administrative proceedings are commenced against the Covered Entity, its administrators or workforce members upon a claimed violation of HIPAA, the Privacy and Security Rule, the HITECH Act, or other laws relating to security and privacy.
 12. **Minimum Necessary.** The Business Associate and its agents and subcontractors shall request, use and disclose only the minimum amount of protected health information necessary to accomplish the purpose of the request, use or disclosure in accordance with 42 USC 17935 and 45 CFR 164.514(d)(3).
 13. **Policies and Procedures.** The Business Associate must adopt written privacy and security policies and procedures and documentation standards to meet the requirements of HIPAA and the HITECH Act as described in 45 CFR 164.316 and 42 USC 17931.
 14. **Privacy and Security Officer(s).** The Business Associate must appoint Privacy and Security Officer(s) whose responsibilities shall include: monitoring the Privacy and Security compliance of the Business Associate; development and implementation of the Business Associate's HIPAA Privacy and Security policies and procedures; establishment of Privacy and Security training programs; and development and implementation of an incident risk assessment and response plan in the event the Business Associate sustains a breach or suspected breach of protected health information.

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15. **Safeguards.** The Business Associate must implement safeguards as necessary to protect the confidentiality, integrity, and availability of the protected health information the Business Associate accesses, maintains, creates, retains, modifies, records, stores, destroys, or otherwise holds, transmits, uses or discloses on behalf of the Covered Entity. Safeguards must include administrative safeguards (e.g., risk analysis and designation of security official), physical safeguards (e.g., facility access controls and workstation security), and technical safeguards (e.g., access controls and audit controls) to the confidentiality, integrity and availability of the protected health information, in accordance with 45 CFR 164.308, 164.310, 164.312, 164.316 and 164.504(e)(2)(ii)(B). Sections 164.308, 164.310 and 164.312 of the CFR apply to the Business Associate of the Covered Entity in the same manner that such sections apply to the Covered Entity. Technical safeguards must meet the standards set forth by the guidelines of the National Institute of Standards and Technology (NIST). The Business Associate agrees to only use, or disclose protected health information as provided for by the agreement and Addendum and to mitigate, to the extent practicable, any harmful effect that is known to the Business Associate, of a use or disclosure, in violation of the requirements of this Addendum as outlined under 45 CFR 164.530(e)(2)(f).
16. **Training.** The Business Associate must train all members of its workforce on the policies and procedures associated with safeguarding protected health information. This includes, at a minimum, training that covers the technical, physical and administrative safeguards needed to prevent inappropriate uses or disclosures of protected health information; training to prevent any intentional or unintentional use or disclosure that is a violation of HIPAA regulations at 45 CFR 160 and 164 and Public Law 111-5; and training that emphasizes the criminal and civil penalties related to HIPAA breaches or inappropriate uses or disclosures of protected health information. Workforce training of new employees must be completed within 30 days of the date of hire and all employees must be trained at least annually. The Business Associate must maintain written records for a period of six years. These records must document each employee that received training and the date the training was provided or received.
17. **Use and Disclosure of Protected Health Information.** The Business Associate must not use or further disclose protected health information other than as permitted or required by the agreement or as required by law. The Business Associate must not use or further disclose protected health information in a manner that would violate the requirements of the HIPAA Privacy and Security Rule and the HITECH Act.

III. **PERMITTED AND PROHIBITED USES AND DISCLOSURES BY THE BUSINESS ASSOCIATE.** The Business Associate agrees to these general use and disclosure provisions:

1. **Permitted Uses and Disclosures:**

- a. Except as otherwise limited in this Addendum, the Business Associate may use or disclose protected health information to perform functions, activities, or services for, or on behalf of, the Covered Entity as specified in the agreement, provided that such use or disclosure would not violate the HIPAA Privacy and Security Rule or the HITECH Act, if done by the Covered Entity in accordance with 45 CFR 164.504(e) (2) (i) and 42 USC 17935 and 17936.
- b. Except as otherwise limited by this Addendum, the Business Associate may use or disclose protected health information received by the Business Associate in its capacity as a Business Associate of the Covered Entity, as necessary, for the proper management and administration of the Business Associate, to carry out the legal responsibilities of the Business Associate, as required by law or for data aggregation purposes in accordance with 45 CFR 164.504(e)(2)(A), 164.504(e)(4)(i)(A), and 164.504(e)(2)(i)(B).
- c. Except as otherwise limited in this Addendum, if the Business Associate discloses protected health information to a third party, the Business Associate must obtain, prior to making any such disclosure, reasonable written assurances from the third party that such protected health information will be held confidential pursuant to this Addendum and only disclosed as required by law or for the purposes for which it was disclosed to the third party. The written agreement from the third party must include requirements to immediately notify the Business Associate of any breaches of confidentiality of protected health information to the extent it has obtained knowledge of such breach. Refer to 45 CFR 164.502 and 164.504 and 42 USC 17934.
- d. The Business Associate may use or disclose protected health information to report violations of law to appropriate federal and state authorities, consistent with 45 CFR 164.502(j)(1).

2. **Prohibited Uses and Disclosures:**

- a. Except as otherwise limited in this Addendum, the Business Associate shall not disclose protected health information to a health plan for payment or health care operations purposes if the patient has required this special restriction, and has paid out of pocket in full for the health care item or service to which the protected health information relates in accordance with 42 USC 17935.
- b. The Business Associate shall not directly or indirectly receive remuneration in exchange for any protected health information, as specified by 42 USC 17935, unless the Covered Entity obtained a valid authorization,

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in accordance with 45 CFR 164.508 that includes a specification that protected health information can be exchanged for remuneration.

IV. OBLIGATIONS OF COVERED ENTITY

1. The Covered Entity will inform the Business Associate of any limitations in the Covered Entity's Notice of Privacy Practices in accordance with 45 CFR 164.520, to the extent that such limitation may affect the Business Associate's use or disclosure of protected health information.
2. The Covered Entity will inform the Business Associate of any changes in, or revocation of, permission by an individual to use or disclose protected health information, to the extent that such changes may affect the Business Associate's use or disclosure of protected health information.
3. The Covered Entity will inform the Business Associate of any restriction to the use or disclosure of protected health information that the Covered Entity has agreed to in accordance with 45 CFR 164.522 and 42 USC 17935, to the extent that such restriction may affect the Business Associate's use or disclosure of protected health information.
4. Except in the event of lawful data aggregation or management and administrative activities, the Covered Entity shall not request the Business Associate to use or disclose protected health information in any manner that would not be permissible under the HIPAA Privacy and Security Rule and the HITECH Act, if done by the Covered Entity.

V. TERM AND TERMINATION

1. **Effect of Termination:**
 - a. Except as provided in paragraph (b) of this section, upon termination of this Addendum, for any reason, the Business Associate will return or destroy all protected health information received from the Covered Entity or created, maintained, or received by the Business Associate on behalf of the Covered Entity that the Business Associate still maintains in any form and the Business Associate will retain no copies of such information.
 - b. If the Business Associate determines that returning or destroying the protected health information is not feasible, the Business Associate will provide to the Covered Entity notification of the conditions that make return or destruction infeasible. Upon a mutual determination that return or destruction of protected health information is infeasible, the Business Associate shall extend the protections of this Addendum to such protected health information and limit further uses and disclosures of such protected health information to those purposes that make return or destruction infeasible, for so long as the Business Associate maintains such protected health information.
 - c. These termination provisions will apply to protected health information that is in the possession of subcontractors, agents, or employees of the Business Associate.
2. **Term.** The Term of this Addendum shall commence as of the effective date of this Addendum herein and shall extend beyond the termination of the contract and shall terminate when all the protected health information provided by the Covered Entity to the Business Associate, or accessed, maintained, created, retained, modified, recorded, stored, or otherwise held, transmitted, used or disclosed by the Business Associate on behalf of the Covered Entity, is destroyed or returned to the Covered Entity, or, if it not feasible to return or destroy the protected health information, protections are extended to such information, in accordance with the termination.
3. **Termination for Breach of Agreement.** The Business Associate agrees that the Covered Entity may immediately terminate the agreement if the Covered Entity determines that the Business Associate has violated a material part of this Addendum.

VI. MISCELLANEOUS

1. **Amendment.** The parties agree to take such action as is necessary to amend this Addendum from time to time for the Covered Entity to comply with all the requirements of the Health Insurance Portability and Accountability Act (HIPAA) of 1996, Public Law No. 104-191 and the Health Information Technology for Economic and Clinical Health Act (HITECH) of 2009, Public Law No. 111-5.
2. **Clarification.** This Addendum references the requirements of HIPAA, the HITECH Act, the Privacy Rule and the Security Rule, as well as amendments and/or provisions that are currently in place and any that may be forthcoming.
3. **Indemnification.** Each party will indemnify and hold harmless the other party to this Addendum from and against all claims, losses, liabilities, costs and other expenses incurred as a result of, or arising directly or indirectly out of or in conjunction with:
 - a. Any misrepresentation, breach of warranty or non-fulfillment of any undertaking on the part of the party under this Addendum; and

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- b. Any claims, demands, awards, judgments, actions, and proceedings made by any person or organization arising out of or in any way connected with the party's performance under this Addendum.
4. **Interpretation.** The provisions of the Addendum shall prevail over any provisions in the agreement that may conflict or appear inconsistent with any provision in this Addendum. This Addendum and the agreement shall be interpreted as broadly as necessary to implement and comply with HIPAA, the HITECH Act, the Privacy Rule and the Security Rule. The parties agree that any ambiguity in this Addendum shall be resolved to permit the Covered Entity and the Business Associate to comply with HIPAA, the HITECH Act, the Privacy Rule and the Security Rule.
5. **Regulatory Reference.** A reference in this Addendum to a section of the HITECH Act, HIPAA, the Privacy Rule and Security Rule means the sections as in effect or as amended.
6. **Survival.** The respective rights and obligations of Business Associate under Effect of Termination of this Addendum shall survive the termination of this Addendum.

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IN WITNESS WHEREOF, the Business Associate and the Covered Entity have agreed to the terms of the above written agreement as of the effective date set forth below.

Covered Entity	Business Associate
Division of Public and Behavioral Health 4150 Technology Way, Suite 300 Carson City, NV 89706	Washoe County Health District (WCHD) _____ Business Name
Phone: (775) 684-5975	1001 East Ninth St. / PO Box 11130 _____ Business Address
Fax: (775) 684-4211	Reno, NV 89520 _____ Business City, State and Zip Code
	775-328-2400 _____ Business Phone Number
	775-328-3752 _____ Business Fax Number
_____ Authorized Signature (BLUE INK)	_____ Authorized Signature (BLUE INK)
for Cody L. Phinney, MPH _____ Print Name	<i>Kevin Dick</i> _____ Print Name
Administrator, Division of Public and Behavioral Health _____ Title	<i>District Health Officer</i> _____ Title
_____ Date	_____ Date

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ATTACHMENT 1

**Washoe County Health District
ASPR – Hospital Preparedness Program (HPP)
Detailed Work Plan
July 1, 2016 through May 17, 2020**

PART A – HEALTH CARE SYSTEM PREPAREDNESS FOR EBOLA			
ACTIVITY B: ASSURE READINESS OF ASSESSMENT HOSPITALS			
Strategy 1: Improve and maintain health care worker readiness for Ebola and Ebola-like diseases.			
<ul style="list-style-type: none"> • LHAs and health care coalitions must conduct annual exercises and AAR/IPs for unannounced first encounter drills for Ebola or other infectious diseases such as MERS-CoV and Measles, patient transport exercises, and patient care simulations. 			
OUTCOME: By the end of each budget period, Washoe County Health District will conduct annual exercises and AAR/IPs for unannounced first encounter drills for Ebola with two assessment hospitals (first year) and other infectious diseases with one assessment and one frontline facility (subsequent four years) in collaboration with Inter-Hospital Coordinating Council.			
Year	Activity	Output Documentation	Estimated Timeframe (Start & End)
2	Washoe County Health District in collaboration with regional hospitals through IHCC will conduct one exercise and AAR/IP for an unannounced first encounter drill for infectious diseases.	<ul style="list-style-type: none"> • Exercise documentation: SitMan, AAR/IP from one assessment hospital and one frontline facility. 	07/1/2016-06/30/2017
3	Washoe County Health District in collaboration with regional hospitals through IHCC will conduct one exercise and AAR/IP for an unannounced first encounter drill for infectious diseases.	<ul style="list-style-type: none"> • Exercise documentation: SitMan, AAR/IP from one assessment hospital and one frontline facility. 	07/1/2017-06/30/2018
4	Washoe County Health District in collaboration with regional hospitals through IHCC will conduct one exercise and AAR/IP for an unannounced first encounter drill for infectious diseases.	<ul style="list-style-type: none"> • Exercise documentation: SitMan, AAR/IP from one assessment hospital and one frontline facility. 	07/1/2018-06/30/2019
5	Washoe County Health District in collaboration with regional hospitals through IHCC will conduct one exercise and AAR/IP for an unannounced first encounter drill for infectious diseases.	<ul style="list-style-type: none"> • Exercise documentation: SitMan, AAR/IP from one assessment hospital and one frontline facility. 	07/1/2019-06/30/2020

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ACTIVITY C: Develop Capabilities of Health Care Coalitions to Enable their Members to Care for Ebola Patients			
Strategy 1: Ensure all coalition partners have access to PPE, trainings, and exercises according to their respective role in the health care system.			
<ul style="list-style-type: none"> LHAs to provide technical assistance to health care coalitions and health care system to build the competency of health care workers to identify and assess suspected or confirmed patients with Ebola through annual training. 			
Year	Activity	Output Documentation	Date of Completion
2	Training will be sustained through the online training developed by the State PHP Program. WCHD will promote the online training through community meetings and email announcements.	<ul style="list-style-type: none"> Training documentation, number of healthcare workers trained. 	07/1/2016-06/30/2017
3	Training will be sustained through the online training developed by the State PHP Program. WCHD will promote the online training through community meetings and email announcements.	<ul style="list-style-type: none"> Training documentation, number of healthcare workers trained. 	07/1/2017-06/30/2018
4	Training will be sustained through the online training developed by the State PHP Program. WCHD will promote the online training through community meetings and email announcements.	<ul style="list-style-type: none"> Training documentation, number of healthcare workers trained. 	07/1/2018-06/30/2019
5	Training will be sustained through the online training developed by the State PHP Program. WCHD will promote the online training through community meetings and email announcements.	<ul style="list-style-type: none"> Training documentation, number of healthcare workers trained. 	07/1/2019-06/30/2020

<ul style="list-style-type: none"> LHAs will coordinate with health care coalitions in their jurisdiction to ensure annual coalition level exercises are conducted. First year must be Ebola, next years can be other infectious diseases if there are no global outbreaks of Ebola. 			
Year	Activity	Output Documentation	Date of Completion
2	WCHD in collaboration with regional hospitals through IHCC will conduct one exercise and AAR/IP for an unannounced first encounter drill for infectious diseases.	<ul style="list-style-type: none"> Exercise documentation: SitMan, AAR/IP from one assessment hospital and one frontline facility. 	07/1/2016-06/30/2017
3	WCHD in collaboration with regional hospitals through IHCC will conduct one exercise and AAR/IP for an unannounced first encounter drill for infectious diseases.	<ul style="list-style-type: none"> Exercise documentation: SitMan, AAR/IP from one assessment hospital and one frontline facility. 	07/1/2017-06/30/2018

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4	WCHD in collaboration with regional hospitals through IHCC will conduct one exercise and AAR/IP for an unannounced first encounter drill for infectious diseases.	<ul style="list-style-type: none"> Exercise documentation: SitMan, AAR/IP from one assessment hospital and one frontline facility. 	07/1/2018-06/30/2019
5	WCHD in collaboration with regional hospitals through IHCC will conduct one exercise and AAR/IP for an unannounced first encounter drill for infectious diseases.	<ul style="list-style-type: none"> Exercise documentation: SitMan, AAR/IP from one assessment hospital and one frontline facility. 	07/1/2019-06/30/2020

Strategy 2: Ensure EMS and interfacility transport systems and 911/Public Safety Answering Points are included in Ebola planning.			
<ul style="list-style-type: none"> EMS transport to be included in local and state Ebola Response Plans and resulting CONOPS. EMS must be included in state PPE training and local exercises. 			
Year	Activity	Output Documentation	Date of Completion
2	WCHD in collaboration with regional hospitals through IHCC and EMS will conduct one exercise and AAR/IP for an unannounced first encounter drill for infectious diseases.	<ul style="list-style-type: none"> Exercise documentation: SitMan, AAR/IP from one assessment hospital and one frontline facility. 	07/1/2016-06/30/2017
3	WCHD in collaboration with regional hospitals through IHCC and EMS will conduct one exercise and AAR/IP for an unannounced first encounter drill for infectious diseases.	<ul style="list-style-type: none"> Exercise documentation: SitMan, AAR/IP from one assessment hospital and one frontline facility. 	07/1/2017-06/30/2018
4	WCHD in collaboration with regional hospitals through IHCC and EMSD will conduct one exercise and AAR/IP for an unannounced first encounter drill for infectious diseases.	<ul style="list-style-type: none"> Exercise documentation: SitMan, AAR/IP from one assessment hospital and one frontline facility. 	07/1/2018-06/30/2019
5	WCHD in collaboration with regional hospitals through IHCC and EMS will conduct one exercise and AAR/IP for an unannounced first encounter drill for infectious diseases.	<ul style="list-style-type: none"> Exercise documentation: SitMan, AAR/IP from one assessment hospital and one frontline facility. 	07/1/2019-06/30/2020

DD	AH	___
DHO	KD	___
DA	LA	___
Risk	DME	___

STAFF REPORT
BOARD MEETING DATE: July 28, 2016

DATE: July 5, 2016

TO: District Board of Health

FROM: Patsy Buxton, Fiscal Compliance Officer, 775-328-2418, pbuxton@washoecounty.us

SUBJECT: Retroactive approval of the Grant Agreement #A-00905416-1 from the U.S. Environmental Protection Agency (EPA) for funding in the amount of \$684,564 for the period 10/1/15 – 9/30/16 for the Air Quality Management, EPA Air Pollution Control Program, IO 10019.

SUMMARY

The Washoe County District Board of Health must approve and execute Interlocal Agreements. The District Health Officer is authorized to execute agreements on the Board of Health's behalf not to exceed a cumulative amount of \$50,000 per contractor; over \$50,000 up to \$100,000 would require the approval of the Chair or the Board designee.

The Air Quality Management Division received a Grant Agreement from the EPA, which provides for grant funding for the on-going Air Pollution Control Program, IO 10019. A copy of the Grant Agreement is attached for the period October 1, 2015 through September 30, 2016. The amendment was received by WCHD on July 1, 2016.

District Board of Health strategic priority: Protect population from health problems and health hazards.

BCC Strategic Objective supported by this item: Safe, Secure and Healthy Communities.

Goal supported by this item: Approval of the Subgrant Award supports the Epidemiology and Public Health Preparedness (EPHP) Division's mission to strengthen the capacity of public health infrastructure to detect, assess, and respond decisively to control the public health consequences of bioterrorism events or any public health emergency.

PREVIOUS ACTION

The Board approved Grant Agreement #A-00905416-0 in the amount of \$549,354 for the period 10/1/15 through 9/30/16 on 5/26/16.

BACKGROUND/GRANT AWARD SUMMARY

Project/Program Name: Air Quality Management, EPA 105 Base Award

Scope of the Project: The base award provides funding for a portion of Air Quality Management Air Pollution Control Program expenditures including personnel, travel, and operating. Additional funding comes from fees, state dedicated funds, and general fund transfer.

Benefit to Washoe County Residents: Implementation of clean air solutions that protect the quality of life for the citizens of Reno, Sparks and Washoe County.

On-Going Program Support: The Health District has received and anticipates receiving continuous funding to support the EPA 105 Base Program.

Award Amount: Amendment of \$135,210, total award is \$684,564

Grant Period: October 1, 2015 – September 30, 2016

Funding Source: U.S. Environmental Protection Agency

Pass Through Entity: n/a

CFDA Number: 66.001

Grant ID Number: A – 00905416 - 1

Match Amount and Type: \$1,544,793. Funding comes from fees, state dedicated funds and general fund transfer.

Sub-Awards and Contracts: No Sub-Awards are anticipated.

FISCAL IMPACT

Should the Board approve the Grant Agreement, there is no additional fiscal impact to the adopted FY17 budget.

RECOMMENDATION

Staff recommends that the Washoe County District Board of Health give retroactive approval for the Grant Agreement #A-00905416-1 from the U.S. Environmental Protection Agency (EPA) for funding in the amount of \$684,564 for the period 10/1/15 – 9/30/16 for the Air Quality Management, EPA Air Pollution Control Program, IO 10019.

POSSIBLE MOTION

Move to give retroactive approval for the Grant Agreement #A-00905416-1 from the U.S. Environmental Protection Agency (EPA) for funding in the amount of \$684,564 for the period 10/1/15 – 9/30/16 for the Air Quality Management, EPA Air Pollution Control Program, IO 10019.

	U.S. ENVIRONMENTAL PROTECTION AGENCY Assistance Amendment	GRANT NUMBER (FAIN): 00905416	DATE OF AWARD 06/24/2016
		MODIFICATION NUMBER: 1 PROGRAM CODE: A	MAILING DATE 07/01/2016
		TYPE OF ACTION Augmentation: Increase	ACH# 90104
		PAYMENT METHOD: Advance	
RECIPIENT TYPE: County	Send Payment Request to: Las Vegas Finance Center email: lvfc-grants@epa.gov or Fax (702) 798-2423		
RECIPIENT: Washoe Cnty Dist Hlth Dept P.O. Box 11130 Reno, NV 89520 EIN: 88-6000138	PAYEE: Washoe Cnty Dist Hlth Dept P.O. Box 11130 Reno, NV 89520		
PROJECT MANAGER Charlene Albee P.O. Box 11130 Reno, NV 89520 E-Mail: calbee@washoecounty.us Phone: 775-784-7211	EPA PROJECT OFFICER Roberto Gutierrez 75 Hawthorne Street, AIR-8 San Francisco, CA 94105 E-Mail: Gutierrez.Roberto@epa.gov Phone: 415-947-4276	EPA GRANT SPECIALIST Renee Chan Grants Management Section, EMD-6-1 E-Mail: Chan.Renee@epa.gov Phone: 415-972-3675	
PROJECT TITLE AND EXPLANATION OF CHANGES FY-2016 Air Pollution Control Program This assistance amendment provides the final federal funding in the amount of \$135,210, from \$549,354, to the revised Total Approved Assistance Amount of \$684,564. All General, Administrative, and Programmatic terms and conditions of the previous assistance agreements remain in full force and effect. The purpose of this program is to provide continuing support for activities which include strategic planning and evaluation, compliance assistance, developing state implementation plans, monitoring air and emissions, rulemaking, operating permits and all other program related activities. This program will protect and improve the air quality in the Washoe County and reduce the risks to human health and the environment.			
BUDGET PERIOD 10/01/2015 - 09/30/2016	PROJECT PERIOD 10/01/2015 - 09/30/2016	TOTAL BUDGET PERIOD COST \$2,229,357.00	TOTAL PROJECT PERIOD COST \$2,229,357.00
NOTICE OF AWARD			
Based on your Application dated 07/29/2015 including all modifications and amendments, the United States acting by and through the US Environmental Protection Agency (EPA) hereby awards \$135,210. EPA agrees to cost-share 31.00% of all approved budget period costs incurred, up to and not exceeding total federal funding of \$684,564. Recipient's signature is not required on this agreement. The recipient demonstrates its commitment to carry out this award by either: 1) drawing down funds within 21 days after the EPA award or amendment mailing date; or 2) not filing a notice of disagreement with the award terms and conditions within 21 days after the EPA award or amendment mailing date. If the recipient disagrees with the terms and conditions specified in this award, the authorized representative of the recipient must furnish a notice of disagreement to the EPA Award Official within 21 days after the EPA award or amendment mailing date. In case of disagreement, and until the disagreement is resolved, the recipient should not draw down on the funds provided by this award/amendment, and any costs incurred by the recipient are at its own risk. This agreement is subject to applicable EPA regulatory and statutory provisions, all terms and conditions of this agreement and any attachments.			
ISSUING OFFICE (GRANTS MANAGEMENT OFFICE)		AWARD APPROVAL OFFICE	
ORGANIZATION / ADDRESS U.S. EPA, Region 9 Grants Management Section, EMD 6-1 75 Hawthorne Street San Francisco, CA 94105		ORGANIZATION / ADDRESS U.S. EPA, Region 9 Air Division, AIR-1 75 Hawthorne Street San Francisco, CA 94105	
THE UNITED STATES OF AMERICA BY THE U.S. ENVIRONMENTAL PROTECTION AGENCY			
Digital signature applied by EPA Award Official Craig A. Wills - Grants Management Officer			DATE 06/24/2016

EPA Funding Information

FUNDS	FORMER AWARD	THIS ACTION	AMENDED TOTAL
EPA Amount This Action	\$ 549,354	\$ 135,210	\$ 684,564
EPA In-Kind Amount	\$ 0	\$	\$ 0
Unexpended Prior Year Balance	\$ 0	\$	\$ 0
Other Federal Funds	\$ 0	\$	\$ 0
Recipient Contribution	\$ 1,544,793	\$	\$ 1,544,793
State Contribution	\$ 0	\$	\$ 0
Local Contribution	\$ 0	\$	\$ 0
Other Contribution	\$ 0	\$	\$ 0
Allowable Project Cost	\$ 2,094,147	\$ 135,210	\$ 2,229,357

Assistance Program (CFDA)	Statutory Authority	Regulatory Authority
66.001 - Air Pollution Control Program Support	Clean Air Act: Sec. 105	2 CFR 200 2 CFR 1500 40 CFR 33 and 40 CFR 35 Subpart A

Fiscal									
Site Name	Req No	FY	Approp. Code	Budget Organization	PRC	Object Class	Site/Project	Cost Organization	Obligation / Deobligation
	1609M6S055	16	E1	09M4	102A04	4112			135,210
									135,210

Budget Summary Page

Table A - Object Class Category (Non-construction)	Total Approved Allowable Budget Period Cost
1. Personnel	\$1,242,266
2. Fringe Benefits	\$592,548
3. Travel	\$42,031
4. Equipment	\$0
5. Supplies	\$714
6. Contractual	\$0
7. Construction	\$0
8. Other	\$25,723
9. Total Direct Charges	\$1,903,282
10. Indirect Costs: % Base <u>Indirect Cost Rate Proposal</u>	\$326,075
11. Total (Share: Recipient <u>69.00</u> % Federal <u>31.00</u> %.)	\$2,229,357
12. Total Approved Assistance Amount	\$684,564
13. Program Income	\$0
14. Total EPA Amount Awarded This Action	\$135,210
15. Total EPA Amount Awarded To Date	\$684,564

Table B - Program Element Classification (Non-construction)	Total Approved Allowable Budget Period Cost
1. Total approved budget includes \$21,059 in	\$
2. estimated non-federal non-recurrent costs.	\$
3.	\$
4.	\$
5. Cost-share requirement: 40% and MOE	\$
6.	\$
7.	\$
8.	\$
9.	\$
10.	\$
11. Total (Share: Recip % Fed %)	\$
12. Total Approved Assistance Amount	\$

	U.S. ENVIRONMENTAL PROTECTION AGENCY Assistance Amendment	GRANT NUMBER (FAIN): 00905416	DATE OF AWARD 06/24/2016
		MODIFICATION NUMBER: 1 PROGRAM CODE: A	MAILING DATE 07/01/2016
		TYPE OF ACTION Augmentation: Increase	ACH# 90104
		PAYMENT METHOD: Advance	
RECIPIENT TYPE: County	Send Payment Request to: Las Vegas Finance Center email: lvfc-grants@epa.gov or Fax (702) 798-2423		
RECIPIENT: Washoe Cnty Dist Hlth Dept P.O. Box 11130 Reno, NV 89520 EIN: 88-6000138	PAYEE: Washoe Cnty Dist Hlth Dept P.O. Box 11130 Reno, NV 89520		
PROJECT MANAGER Charlene Albee P.O. Box 11130 Reno, NV 89520 E-Mail: calbee@washoecounty.us Phone: 775-784-7211	EPA PROJECT OFFICER Roberto Gutierrez 75 Hawthorne Street, AIR-8 San Francisco, CA 94105 E-Mail: Gutierrez.Roberto@epa.gov Phone: 415-947-4276	EPA GRANT SPECIALIST Renee Chan Grants Management Section, EMD-6-1 E-Mail: Chan.Renee@epa.gov Phone: 415-972-3675	
PROJECT TITLE AND EXPLANATION OF CHANGES FY-2016 Air Pollution Control Program This assistance amendment provides the final federal funding in the amount of \$135,210, from \$549,354, to the revised Total Approved Assistance Amount of \$684,564. All General, Administrative, and Programmatic terms and conditions of the previous assistance agreements remain in full force and effect. The purpose of this program is to provide continuing support for activities which include strategic planning and evaluation, compliance assistance, developing state implementation plans, monitoring air and emissions, rulemaking, operating permits and all other program related activities. This program will protect and improve the air quality in the Washoe County and reduce the risks to human health and the environment.			
BUDGET PERIOD 10/01/2015 - 09/30/2016	PROJECT PERIOD 10/01/2015 - 09/30/2016	TOTAL BUDGET PERIOD COST \$2,229,357.00	TOTAL PROJECT PERIOD COST \$2,229,357.00
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ISSUING OFFICE (GRANTS MANAGEMENT OFFICE)		AWARD APPROVAL OFFICE	
ORGANIZATION / ADDRESS U.S. EPA, Region 9 Grants Management Section, EMD 6-1 75 Hawthorne Street San Francisco, CA 94105		ORGANIZATION / ADDRESS U.S. EPA, Region 9 Air Division, AIR-1 75 Hawthorne Street San Francisco, CA 94105	
THE UNITED STATES OF AMERICA BY THE U.S. ENVIRONMENTAL PROTECTION AGENCY			
Digital signature applied by EPA Award Official Craig A. Wills - Grants Management Officer			DATE 06/24/2016

EPA Funding Information

FUNDS	FORMER AWARD	THIS ACTION	AMENDED TOTAL
EPA Amount This Action	\$ 549,354	\$ 135,210	\$ 684,564
EPA In-Kind Amount	\$ 0	\$	\$ 0
Unexpended Prior Year Balance	\$ 0	\$	\$ 0
Other Federal Funds	\$ 0	\$	\$ 0
Recipient Contribution	\$ 1,544,793	\$	\$ 1,544,793
State Contribution	\$ 0	\$	\$ 0
Local Contribution	\$ 0	\$	\$ 0
Other Contribution	\$ 0	\$	\$ 0
Allowable Project Cost	\$ 2,094,147	\$ 135,210	\$ 2,229,357

Assistance Program (CFDA)	Statutory Authority	Regulatory Authority
66.001 - Air Pollution Control Program Support	Clean Air Act: Sec. 105	2 CFR 200 2 CFR 1500 40 CFR 33 and 40 CFR 35 Subpart A

Fiscal									
Site Name	Req No	FY	Approp. Code	Budget Organization	PRC	Object Class	Site/Project	Cost Organization	Obligation / Deobligation
	1609M6S055	16	E1	09M4	102A04	4112			135,210
									135,210

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8. Other	\$25,723
9. Total Direct Charges	\$1,903,282
10. Indirect Costs: % Base <u>Indirect Cost Rate Proposal</u>	\$326,075
11. Total (Share: Recipient <u>69.00</u> % Federal <u>31.00</u> %.)	\$2,229,357
12. Total Approved Assistance Amount	\$684,564
13. Program Income	\$0
14. Total EPA Amount Awarded This Action	\$135,210
15. Total EPA Amount Awarded To Date	\$684,564

Table B - Program Element Classification (Non-construction)	Total Approved Allowable Budget Period Cost
1. Total approved budget includes \$21,059 in	\$
2. estimated non-federal non-recurrent costs.	\$
3.	\$
4.	\$
5. Cost-share requirement: 40% and MOE	\$
6.	\$
7.	\$
8.	\$
9.	\$
10.	\$
11. Total (Share: Recip % Fed %)	\$
12. Total Approved Assistance Amount	\$

DD	CA	___
DHO	___	___
DA	NA	___
Risk	NA	___

Staff Report
Board Meeting Date: July 28, 2016

TO: District Board of Health

FROM: Charlene Albee, Director, Air Quality Management Division
(775) 784-7211, calbee@washoecounty.us

SUBJECT: Recommendation for the Board to Uphold Unappealed Notice of Violation Citation No. 5534 Issued to Toll Brothers, Case No. 1185, with a \$500 Negotiated Fine.

SUMMARY

Air Quality Management Division (AQMD) Staff recommends Citation No. 5534 be **upheld** and a fine of **\$500.00** be levied against Toll Brothers for failure to control fugitive dust emissions and failure to control trackout. Failure to control fugitive dust emissions and trackout are both minor violations of the District Board of Health Regulations Governing Air Quality Management, specifically Section 040.030, Subsection C.1 Visible Emissions and Subsection C.4 Work Practices.

District Health Strategic Objective supported by this item: Achieve targeted improvements in health outcomes and health equity.

PREVIOUS ACTION

No previous actions.

BACKGROUND

On Friday, June 10, 2016, AQMD received a complaint of excessive trackout on Veterans Parkway from the Bella Vista Ranch construction site. Upon arrival at the site, Air Quality Specialist II Suzanne Dugger verified the truck trackout on Veterans Parkway was from the area included under Dust Control Permit #DCP15-0122. Further, while on-site, Ms. Dugger observed and documented five (5) minutes of fugitive dust emissions coming from the site.

Specialist Dugger contacted Mr. Kyle Collinsworth, of Toll Brothers, and advised him that her visit was due to a citizen complaint and she had confirmed the presence of fugitive dust and trackout. Ms. Dugger advised him the project was in violation of the District Board of Health Regulations Governing Air Quality Management, specifically Section 040.030 Dust Control, Subsection C.1 Visible Emissions and Subsection C.4 Work Practices. Specialist Dugger advised Mr. Collinsworth Notice of Violation Citation No. 5534 would be issued for the violations noted.

On June 24, 2016, Mr. Michael Wolf, Permitting and Enforcement Branch Chief conducted a negotiated settlement meeting attended by Specialist Dugger and Mr. John Tolbert, Division President, Toll Brothers, regarding Citation No. 5534. Mr. Wolf advised Mr. Tolbert of the requirement to control fugitive dust and that trackout materials must be removed from roadways

within 24-hours or prior to causing excessive dust emissions. During the meeting, Mr. Tolbert agreed to the terms of the negotiated settlement. A Memorandum of Understanding was signed by all parties.

FISCAL IMPACT

There are no fiscal impacts resulting from the Board upholding the issuance of the Notice of Violation Citation and associated fine. All fine money collected is forwarded to the Washoe County School District to be used for environmentally focused projects for the benefit of the students.

RECOMMENDATION

Staff recommends the District Board of Health **uphold** Notice of Violation Citation No. 5534, Case No. 1185, and levy a fine in the amount of **\$500** as a negotiated settlement for **minor violations**.

ALTERNATIVE

An alternative to upholding the Staff recommendation as presented would include:

1. The Board may determine no violation of the regulations has occurred and dismiss Citation No. 5534.

Or

2. The Board may determine to uphold Citation No. 5534 and levy any fine in the range of \$0 to \$250 per day for each violation.

POSSIBLE MOTION(S)

Should the Board agree with Staff's recommendation or the alternatives, a possible motion would be:

1. "Move to grant the uphold Citation No. 5534, Case No. 1185, as recommended by Staff."

Or

2. "Move to uphold Citation No. 5534, Case No. 1185, and levy a fine in the amount of (*range of \$0 to \$250*) per day for each violation, with the matter being continued to the next meeting to allow for Toll Brothers to be properly noticed."



NOTICE OF VIOLATION

NOV 5534

DATE ISSUED: 6-10-2016

ISSUED TO: TOLL BROTHERS PHONE #: 851-9200

MAILING ADDRESS: 500 DAMONTE RANCH CITY/ST: RENO ZIP: 89521

NAME/OPERATOR: TOLL BROTHERS PHONE #: 691-1542

COMPLAINT NO. CMP16-0103 KYLE COULINSWORTH
DCP 15-0122

YOU ARE HEREBY OFFICIALLY NOTIFIED THAT ON 6-10-2016 (DATE) AT 10:30 A.M. (TIME), YOU ARE IN VIOLATION OF THE FOLLOWING SECTION(S) OF THE WASHOE COUNTY DISTRICT BOARD OF HEALTH REGULATIONS GOVERNING AIR QUALITY MANAGEMENT:

- | | |
|--|---|
| <input checked="" type="checkbox"/> MINOR VIOLATION OF SECTION: | <input type="checkbox"/> MAJOR VIOLATION OF SECTION: |
| <input checked="" type="checkbox"/> 040.030 <u>DUST CONTROL</u> | <input type="checkbox"/> 030.000 OPERATING W/O PERMIT |
| <input type="checkbox"/> 040.055 <u>ODOR/NUISANCE</u> | <input type="checkbox"/> 030.2175 VIOLATION OF PERMIT CONDITION |
| <input type="checkbox"/> 040.200 <u>DIESEL IDLING</u> | <input type="checkbox"/> 030.105 ASBESTOS/NESHAP |
| <input type="checkbox"/> OTHER _____ | <input type="checkbox"/> OTHER _____ |

VIOLATION DESCRIPTION: UNABLE TO CONTROL FUGITIVE EMISSIONS

TRACK OUT 040.030 SEC. C.1 040.030 SEC. C.4

LOCATION OF VIOLATION: LONG MEADOW DR E VISTA DR, RENO, NV. 89521

POINT OF OBSERVATION: BELLA VISTA RANCH

Weather: CLEAR Wind Direction From: N E S W

Emissions Observed: _____
 (If Visual Emissions Performed - See attached Plume Evaluation Record)

WARNING ONLY: Effective _____ a.m./p.m. _____ (date) you are hereby ordered to abate the above violation within _____ hours/days. I hereby acknowledge receipt of this warning on the date indicated.

Signature _____

CITATION: You are hereby notified that effective on 6-10-2016 (date) you are in violation of the section(s) cited above. You are hereby ordered to abate the above violation within ASAP hours/days. You may contact the Air Quality Management Division to request a negotiated settlement meeting by calling (775) 784-7200. You are further advised that within 10 working days of the date of this Notice of Violation, you may submit a written petition for appeal to the Washoe County Health District, Air Quality Management Division, P.O. Box 11130, Reno, Nevada 89520-0027. Failure to submit a petition within the specified time will result in the submission of this Notice of Violation to the District Board of Health with a recommendation for the assessment of an administrative fine.

SIGNING THIS FORM IS NOT AN ADMISSION OF GUILT

Signature: [Signature] Date: 6/10/16

Issued by: [Signature] Title: AQS II

PETITION FOR APPEAL FORM PROVIDED

MEMORANDUM OF UNDERSTANDING

WASHOE COUNTY DISTRICT HEALTH DEPARTMENT
AIR QUALITY MANAGEMENT DIVISION

Date: 6/24/16

Company Name: Toll Brothers

Address: 500 Damento Ranch

Notice of Violation # 5534 Case # 1185

The staff of the Air Quality Management Division of the Washoe County Health District issued the above referenced citation for the violation of Regulation: 040.030 Sec C.1 Failure to control dust emissions, 040.030 sec C.4 Failure to control truck out

A settlement of this matter has been negotiated between the undersigned parties resulting in a penalty amount of \$ 500. This settlement will be submitted to the District Board of Health for review at the regularly scheduled meeting on July 28, 2016

The undersigned agrees to waive an appeal to the Air Pollution Control Hearing Board so this matter may be submitted directly to the District Board of Health for consideration.

[Signature]
Signature of Company Representative

John Tolbert
Print Name

Div. Pres.
Title

Witness

[Signature]
Signature of District Representative

Michael Wolf
Print Name

Enforcement Branch Chief
Title

[Signature]
Witness



Washoe County Air Quality Management
Permitting & Enforcement Branch
Recommended Fine Calculation Worksheet

Company Name Toll Brothers
Contact Name Rick Parkin

Case 1185 NOV 5534 Complaint CMP16-0103

I. Violation of Section 040.030 Sec. C., 1.

I. Recommended/Negotiated Fine = \$ 300

II. Violation of Section 040.030 Sec. C., 4

II. Recommended/Negotiated Fine = \$ 200

III. Violation of Section 0

III. Recommended/Negotiated Fine = \$ 0

IV. Violation of Section 0

IV. Recommended/Negotiated Fine = \$ 0

V. Violation of Section 0

V. Recommended/Negotiated Fine = \$ 0

Total Recommended/Negotiated Fine = \$ 500


Air Quality Specialist

10/24/12
Date


Senior AQ Specialist/Supervisor

10/24/12
Date

**Washoe County Air Quality Management
Permitting & Enforcement Branch
Recommended Fine Calculation Worksheet**

Company Name Toll Brothers
Contact Name Rick Parkin

Case 1185 NOV 5534 Complaint CMP16-0103

Violation of Section 040.030 Sec. C., 1.

I. Base Penalty as specified in the Penalty Table = \$ 500

II. Severity of Violation

A. Public Health Impact

1. Degree of Violation

(The degree of which the person/company has deviated from the regulatory requirements)

Minor – 0.5 Moderate – 0.75 Major – 1.0 Adjustment Factor 0.75

Comment: _____

2. Toxicity of Release

Criteria Pollutant – 1x
Hazardous Air Pollutant – 2x Adjustment Factor 1.0

Comment: pm 10

3. Environmental/Public Health Risk (Proximity to sensitive environment or group)

Negligible – 1x Moderate – 1.5x Significant – 2x Adjustment Factor 1.0

Comment: housing development upwind from construction zone

Total Adjustment Factors (1 x 2 x 3) = 0.75

B. Adjusted Base Penalty

Base Penalty \$ 500 x Adjustment Factor 0.75 = \$ 375

C. Multiple Days or Units in Violation

Adjusted Penalty \$ 375 x Number of Days or Units 1 = \$ 375

Comment: _____

D. Economic Benefit

Avoided Costs \$ _____ + Delayed Costs \$ 0 = \$ 0

Comment: no avoided or delayed costs

Penalty Subtotal

Adjusted Base Penalty \$ 375 + Economic Benefit \$ 0 = \$ 375

**Washoe County Air Quality Management
Permitting & Enforcement Branch
Recommended Fine Calculation Worksheet**

III. Penalty Adjustment Consideration

A. Degree of Cooperation (0 – 25%) - 10%

B. Mitigating Factors (0 – 25%) - 10%

1. Negotiated Settlement
2. Ability to Pay
3. Other (explain)

Comment: _____

C. Compliance History

No Previous Violations (0 – 10%) - _____

Comment: _____

Similar Violation in Past 12 months (25 - 50%) + _____

Comment: Exact violation in November 2014

Similar Violation within past 3 year (10 - 25%) + _____

Comment: third violation in 3 years

Previous Unrelated Violation (5 – 25%) + _____

Comment: _____

Total Penalty Adjustment Factors – sum of A, B, & C -20%

IV. Recommended/Negotiated Fine

Penalty Adjustment:

<u>\$ 375</u>	x	<u>-20%</u>	=	<u>-75</u>
Penalty Subtotal (From Section II)		Total Adjustment Factors (From Section III)		Total Adjustment Value

Additional Credit for Environmental Investment/Training - \$ _____

Comment: _____

Adjusted Penalty:

<u>\$ 375</u>	+/-	<u>\$ -75</u>	=	<u>\$ 300</u>
Penalty Subtotal (From Section II)		Total Adjustment Value (From Section III + Credit)		Recommended/Negotiated Fine



Air Quality Specialist

10/24/12

Date



Senior AQ Specialist/Supervisor

10/24/12

Date

**Washoe County Air Quality Management
Permitting & Enforcement Branch
Recommended Fine Calculation Worksheet**

Company Name Toll Brothers
Contact Name Rick Parkin

Case 1185 NOV 5534 Complaint CMP16-0103

Violation of Section 040.030 Sec. C., 4

I. Base Penalty as specified in the Penalty Table = \$ 250

II. Severity of Violation

A. Public Health Impact

1. Degree of Violation

(The degree of which the person/company has deviated from the regulatory requirements)

Minor – 0.5 Moderate – 0.75 Major – 1.0 Adjustment Factor 0.75

Comment: _____

2. Toxicity of Release

Criteria Pollutant – 1x
Hazardous Air Pollutant – 2x Adjustment Factor 1

Comment: pm 10

3. Environmental/Public Health Risk (Proximity to sensitive environment or group)

Negligible – 1x Moderate – 1.5x Significant – 2x Adjustment Factor 1

Comment: _____

Total Adjustment Factors (1 x 2 x 3) = 0.75

B. Adjusted Base Penalty

Base Penalty \$ 250 x Adjustment Factor 0.75 = \$ 187.5

C. Multiple Days or Units in Violation

Adjusted Penalty \$ 187.5 x Number of Days or Units 1 = \$ 187.5

Comment: _____

D. Economic Benefit

Avoided Costs \$ _____ + Delayed Costs \$ _____ = \$ 0

Comment: No avoided or delayed costs

Penalty Subtotal

Adjusted Base Penalty \$ 187.5 + Economic Benefit \$ 0 = \$ 187.5

**Washoe County Air Quality Management
Permitting & Enforcement Branch
Recommended Fine Calculation Worksheet**

III. Penalty Adjustment Consideration

A. Degree of Cooperation (0 – 25%) - 10%

B. Mitigating Factors (0 – 25%) - 10%

1. Negotiated Settlement
2. Ability to Pay
3. Other (explain)

Comment: _____

C. Compliance History

No Previous Violations (0 – 10%) - 0%

Comment: _____

Similar Violation in Past 12 months (25 - 50%) + _____

Comment: _____

Similar Violation within past 3 year (10 - 25%) + _____

Comment: _____

Previous Unrelated Violation (5 – 25%) + _____

Comment: _____

Total Penalty Adjustment Factors – sum of A, B, & C -20%

IV. Recommended/Negotiated Fine

Penalty Adjustment:

\$ <u>187.5</u>	x	<u>-20%</u>	=	<u>-37.5</u>
Penalty Subtotal (From Section II)		Total Adjustment Factors (From Section III)		Total Adjustment Value

Additional Credit for Environmental Investment/Training - \$ _____

Comment: _____

Adjusted Penalty:

\$ <u>187.5</u>	+/-	\$ <u>-37.5</u>	=	\$ <u>200</u>
Penalty Subtotal (From Section II)		Total Adjustment Value (From Section III + Credit)		Recommended/Negotiated Fine

Title

Sharon Duggan

2/24/12
Date

Senior AQ Specialist/Supervisor

2/24/12
Date

DD	CA	—
DHO		KD
DA	NA	—
Risk	NA	—

Staff Report
Board Meeting Date: July 28, 2016

TO: District Board of Health

FROM: Charlene Albee, Director, Air Quality Management Division
(775) 784-7211, calbee@washoecounty.us

SUBJECT: Recommendation for the Board to Uphold Unappealed Notice of Violation Citation No. 5535 Issued to Silverado Homes, Case No. 1186, with a \$230 Negotiated Fine.

SUMMARY

Air Quality Management Division (AQMD) Staff recommends Citation No. 5535 be **upheld** and a fine of **\$230.00** be levied against Silverado Homes for failure to maintain water truck logs. Failure to maintain water truck logs is a minor violation of the District Board of Health Regulations Governing Air Quality Management, specifically Section 040.030 Dust Control, Subsection E.2 Recordkeeping.

District Health Strategic Objective supported by this item: Achieve targeted improvements in health outcomes and health equity.

PREVIOUS ACTION

No previous actions.

BACKGROUND

On Tuesday, June 14, 2016, AQMD received a complaint of excessive dust near Wingfield Village Unit 8 on Passage Drive in Sparks. Upon arrival at the site, Air Quality Specialist II Suzanne Dugger did not note excessive dust emissions. Specialist Dugger contacted Mr. Mike Evans of Silverado Homes, and inquired about the water truck usage and asked to see the water logs. Specialist Dugger noted the last entry in the water logs was in February. Mr. Evans stated he had no excuse he simply had not maintained the logs. Ms. Dugger advised Mr. Evans the project was in violation of the District Board of Health Regulations Governing Air Quality Management, specifically Section 040.030 Dust Control, Subsection E.2 Recordkeeping. Specialist Dugger further advised Mr. Evans Notice of Violation Citation No. 5535 would be issued for this violation.

On June 29, 2016, Mr. Michael Wolf, Permitting and Enforcement Branch Chief conducted a negotiated settlement meeting attended by Specialist Dugger and Mr. Evans, Silverado Homes, regarding Citation No. 5535. Mr. Wolf advised Mr. Evans of the requirement to maintain water logs. During the meeting, Mr. Evans agreed to the terms of the negotiated settlement. A Memorandum of Understanding was signed by all parties.

FISCAL IMPACT

There are no fiscal impacts resulting from the Board upholding the issuance of the Notice of Violation Citation and associated fine. All fine money collected is forwarded to the Washoe County School District to be used for environmentally focused projects for the benefit of the students.

RECOMMENDATION

Staff recommends the District Board of Health **uphold** Notice of Violation Citation No. 5535, Case No. 1186, and levy a fine in the amount of **\$230** as a negotiated settlement for a **minor violation**.

ALTERNATIVE

An alternative to upholding the Staff recommendation as presented would include:

1. The Board may determine no violation of the regulations has occurred and dismiss Citation No. 5535.

Or

2. The Board may determine to uphold Citation No. 5535 and levy any fine in the range of \$0 to \$250 per day for each violation.

POSSIBLE MOTION(s)

Should the Board agree with Staff's recommendation or the alternatives, a possible motion would be:

1. "Move to grant the uphold Citation No. 5535, Case No. 1186, as recommended by Staff."

Or

2. "Move to uphold Citation No. 5535, Case No. 1186, and levy a fine in the amount of (*range of \$0 to \$250*) per day for each violation, with the matter being continued to the next meeting to allow for Silverado Homes to be properly noticed."



NOTICE OF VIOLATION

NOV 5535

DATE ISSUED: 6-14-2016

ISSUED TO: SILVERADO HOMES PHONE #: 691-1535

MAILING ADDRESS: 5525 KIETZKE LN. #102 CITY/ST: RENO ZIP: 89511

NAME/OPERATOR: MIKE EVANS PHONE #: 691-1535

COMPLAINT NO. CMPI6-0112 DCP15-0154

YOU ARE HEREBY OFFICIALLY NOTIFIED THAT ON 6-14-2016 (DATE) AT 1:50 P.M. (TIME), YOU ARE IN VIOLATION OF THE FOLLOWING SECTION(S) OF THE WASHOE COUNTY DISTRICT BOARD OF HEALTH REGULATIONS GOVERNING AIR QUALITY MANAGEMENT:

- | | |
|--|---|
| <input checked="" type="checkbox"/> MINOR VIOLATION OF SECTION: | <input type="checkbox"/> MAJOR VIOLATION OF SECTION: |
| <input checked="" type="checkbox"/> 040.030 <u>DUST CONTROL</u> | <input type="checkbox"/> 030.000 OPERATING W/O PERMIT |
| <input type="checkbox"/> 040.055 <u>ODOR/NUISANCE</u> | <input type="checkbox"/> 030.2175 VIOLATION OF PERMIT CONDITION |
| <input type="checkbox"/> 040.200 <u>DIESEL IDLING</u> | <input type="checkbox"/> 030.105 ASBESTOS/NESHAP |
| <input type="checkbox"/> OTHER _____ | <input type="checkbox"/> OTHER _____ |

VIOLATION DESCRIPTION: 040.030 SEC. E., 2., a. FAILURE TO MAINTAIN DUST CONTROL LOGS.

LOCATION OF VIOLATION: ANCIET STREET & MATTER CT. SPARKS NV

POINT OF OBSERVATION: SITE VISIT

Weather: PARTLY CLOUDY Wind Direction From: N E S W

Emissions Observed: _____
 (If Visual Emissions Performed - See attached Plume Evaluation Record)

WARNING ONLY: Effective _____ a.m./p.m. _____ (date) you are hereby ordered to abate the above violation within _____ hours/days. I hereby acknowledge receipt of this warning on the date indicated.

Signature _____

CITATION: You are hereby notified that effective on 6-14-2016 (date) you are in violation of the section(s) cited above. You are hereby ordered to abate the above violation within ASAP hours/days. You may contact the Air Quality Management Division to request a negotiated settlement meeting by calling (775) 784-7200. You are further advised that within 10 working days of the date of this Notice of Violation, you may submit a written petition for appeal to the Washoe County Health District, Air Quality Management Division, P.O. Box 11130, Reno, Nevada 89520-0027. Failure to submit a petition within the specified time will result in the submission of this Notice of Violation to the District Board of Health with a recommendation for the assessment of an administrative fine.

SIGNING THIS FORM IS NOT AN ADMISSION OF GUILT

Signature: [Signature] Date: 6-14-2016

Issued by: [Signature] Title: AQS II

PETITION FOR APPEAL FORM PROVIDED

MEMORANDUM OF UNDERSTANDING

WASHOE COUNTY DISTRICT HEALTH DEPARTMENT
AIR QUALITY MANAGEMENT DIVISION

Date: 6/29/16

Company Name: Silverado Homes

Address: 5525 Kietzke #102

Notice of Violation # 5535 Case # 1186

The staff of the Air Quality Management Division of the Washoe County Health District issued the above referenced citation for the violation of Regulation: 040.030 sec E 2a

Failure to maintain logs

A settlement of this matter has been negotiated between the undersigned parties resulting in a penalty amount of \$ 230. This settlement will be submitted to the District Board of Health for review at the regularly scheduled meeting on July 29, 2016

The undersigned agrees to waive an appeal to the Air Pollution Control Hearing Board so this matter may be submitted directly to the District Board of Health for consideration.

M. Evans

Signature of Company Representative

MIKE EVANS

Print Name

FIELD MANAGER

Title

Witness

Michael Wolf

Signature of District Representative

Michael Wolf

Print Name

Branch Chief

Title

Shanne Buzza

Witness

Washoe County Air Quality Management
Permitting & Enforcement Branch
Recommended Fine Calculation Worksheet

Company Name Silverado Homes
Contact Name Mike Evans

Case 1186 NOV 5535 Complaint CMP16-0112

I. Violation of Section 040.030 Sec. E, 2., a., Failure to maintain dust control logs

I. Recommended/Negotiated Fine = \$ 230

II. Violation of Section 0

II. Recommended/Negotiated Fine = \$ 0

III. Violation of Section 0

III. Recommended/Negotiated Fine = \$ 0

IV. Violation of Section 0

IV. Recommended/Negotiated Fine = \$ 0

V. Violation of Section 0

V. Recommended/Negotiated Fine = \$ 0

Total Recommended/Negotiated Fine = \$ 230


Air Quality Specialist

7-14-2016
Date


Senior AQ Specialist/Supervisor

7/14/16
Date

**Washoe County Air Quality Management
Permitting & Enforcement Branch
Recommended Fine Calculation Worksheet**

Company Name Silverado Homes
Contact Name Mike Evans

Casr 1186 NOV 5535 Complaint CMP16-0112

Violation of Section 040.030 Sec. E, 2., a., Failure to maintain dust control logs

I. Base Penalty as specified in the Penalty Table = \$ 250

II. Severity of Violation

A. Public Health Impact

1. Degree of Violation

(The degree of which the person/company has deviated from the regulatory requirements)

Minor – 0.5 Moderate – 0.75 Major – 1.0 Adjustment Factor 0.75

Comment: _____

2. Toxicity of Release

Criteria Pollutant – 1x
Hazardous Air Pollutant – 2x Adjustment Factor 1.0

Comment: _____

3. Environmental/Public Health Risk (Proximity to sensitive environment or group)

Negligible – 1x Moderate – 1.5x Significant – 2x Adjustment Factor 1.5

Comment: _____

Total Adjustment Factors (1 x 2 x 3) = 1.125

B. Adjusted Base Penalty

Base Penalty \$ 250 x Adjustment Factor 1.125 = \$ 281.25

C. Multiple Days or Units in Violation

Adjusted Penalty \$ 281.25 x Number of Days or Units 1 = \$ 281.25

Comment: _____

D. Economic Benefit

Avoided Costs \$ _____ + Delayed Costs \$ 0 = \$ 0

Comment: No delayed costs, other than possible hourly wage of contractor responsible to fill out

Penalty Subtotal

Adjusted Base Penalty \$ 281.25 + Economic Benefit \$ 0 = \$ 281.25

DD	NA
DHO	
DA	NA
Risk	NA

Staff Report
Board Meeting Date: July 28, 2016

TO: District Board of Health

FROM: Anna Heenan, Administrative Health Services Officer
328-2417, aheenan@washoecounty.us

SUBJECT: Acknowledge receipt of the Health District Fund Financial Review for June, Fiscal Year 2016

SUMMARY

June, the last month of fiscal year 2016 (FY16), ended with a cash balance of \$2,418,811. Total revenues were \$19,691,267 which was 98.0% of budget and an increase of \$178,701 or 0.9% over fiscal year 2015 (FY15). Due to the extended time required to close the fiscal year all grant revenues have not been recorded in the financial system so additional revenues estimated at \$700,000 will be added to FY16 over the next month. Expenditures totaled \$19,768,106 or 90.9% of budget and 1.9% more than FY15. Salaries and benefits are up \$134,297 or 0.9% over FY15. Services and supplies are up \$197,475 or 3.9% over FY15. The overall expenditures are up \$368,246 or 1.9% over June, 2015.

District Health Strategic Objective supported: Secure and deploy resources for sustainable impact.

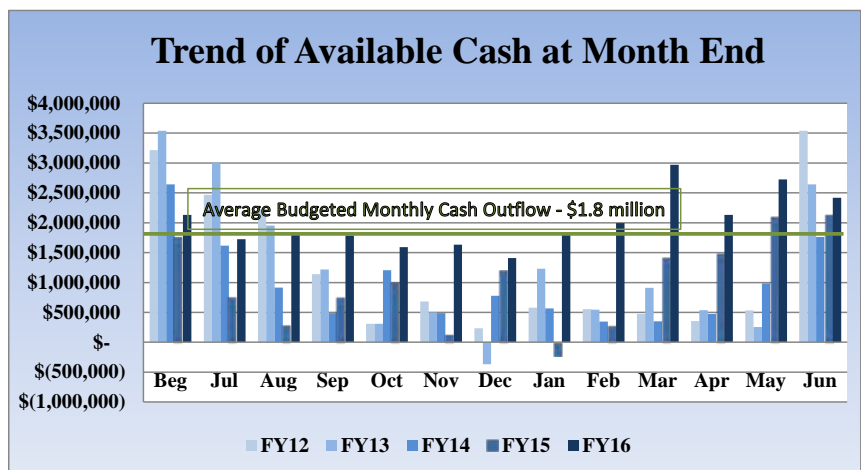
PREVIOUS ACTION

Fiscal Year 2016 Budget was adopted May 18, 2015.

BACKGROUND

Review of Cash

The available cash at the end of June, FY16, was \$2,418,811 which was 133.4% of the average budgeted monthly cash outflow of \$1,812,633 for the fiscal year and up 13.4% or \$286,103 compared to the same time in FY15. The encumbrances and other liability portion of the cash balance totals \$1.1 million; the portion of cash restricted as to use is \$1.0 million (e.g. Air Quality and the Solid Waste Management programs restricted cash); leaving a balance of \$320,000.



Note: December FY13 negative cash is due to 50%, \$1.3million, of the County Overhead being charged in December with just 8.3%, \$719,000, of the County Support being transferred to the fund. January FY15 no County General Fund support was transferred to the Health Fund leading to a negative cash situation.

ADMINISTRATIVE HEALTH SERVICES

1001 East Ninth Street | P.O. Box 11130 | Reno, Nevada 89520
 AHS Office: 775-328-2410 | Fax: 775-328-3752 | washoecounty.us/health
 Serving Reno, Sparks and all of Washoe County, Nevada. Washoe County is an Equal Opportunity Employer.



Review of Revenues and Expenditures by Division

AQM has received \$2,163,629 or 95.9% of budget and down \$263,842 in revenue compared to FY15. CCHS received \$3,154,505 in revenue or 87.4% of budget and down \$366,440 over FY15. EHS has received \$2,209,259 which is 111.9% of budget and up \$200,960 over FY15. EPHP has received \$2,079,518 in revenue and is up \$524,010 or 33.7% over last year due to additional grant funding and an increase in birth and death certificates. The County General Fund support is the single largest source of revenue and totaled \$10,076,856 or 100.0% of budget.

The total expenditures for FY16 were \$19,768,106 which is 90.9% of budget and up \$368,246 over last fiscal year. ODHO spent \$582,999 up \$101,113 or 21.0% over FY15 due to filling a position that was vacant in FY15. AHS has spent \$995,687 down \$100,881 or 9.2% over last year mainly due to an employee retirement payout of accrued benefits in FY15. AQM spent \$2,682,129 of the division budget and has increased \$94,933 or 3.7% over last fiscal year due to new costs for the regional permitting system; accrued benefit payout for an employee retirement; additional air monitoring equipment; and additional air quality media outreach. CCHS has spent \$6,880,486 year to date and is down \$87,015 or 1.2% over last year due to a decline in advertising associated with the Chronic Disease program. EHS spent \$5,938,145 and has decrease \$16,422 or 0.3% over last year. EPHP expenditures were \$2,688,659 and were \$376,517 or 16.3% over FY15 due to vacant staff positions in FY15 that have been filled this fiscal year and additional grant funding for Public Health Preparedness for outbreak preparedness.

Washoe County Health District Summary of Revenues and Expenditures Fiscal Year 2011/2012 through June Year to Date Fiscal Year 2015/2016 (FY16)								
	Actual Fiscal Year				Fiscal Year 2015/2016			
	2011/2012	2012/2013	2013/2014	2014/2015	Adjusted Budget	June Year to Date (unaudited)	Percent of Budget	FY16 Increase over FY15
Revenues (all sources of funds)								
ODHO	-	-	-	-	15,000	7,500	50.0%	-
AHS	8	33,453	87,930	151	-	-	-	-100.0%
AQM	1,966,492	2,068,697	2,491,036	2,427,471	2,255,504	2,163,629	95.9%	-10.9%
CCHS	3,706,478	3,322,667	3,388,099	3,520,945	3,610,928	3,154,505	87.4%	-10.4%
EHS	1,755,042	1,828,482	1,890,192	2,008,299	1,975,149	2,209,259	111.9%	10.0%
EPHP	1,670,338	1,833,643	1,805,986	1,555,508	2,154,845	2,079,518	96.5%	33.7%
GF support	7,250,850	8,623,891	8,623,891	10,000,192	10,076,856	10,076,856	100.0%	0.8%
Total Revenues	\$16,349,208	\$17,710,834	\$18,287,134	\$19,512,566	\$20,088,282	\$19,691,267	98.0%	0.9%
Expenditures								
ODHO	-	-	-	481,886	703,642	582,999	82.9%	21.0%
AHS	1,202,330	1,366,542	1,336,740	1,096,568	1,018,458	995,687	97.8%	-9.2%
AQM	1,955,798	2,629,380	2,524,702	2,587,196	3,222,502	2,682,129	83.2%	3.7%
CCHS	6,086,866	6,765,200	6,949,068	6,967,501	7,316,459	6,880,486	94.0%	-1.2%
EHS	4,848,375	5,614,688	5,737,872	5,954,567	6,535,814	5,938,145	90.9%	-0.3%
EPHP	2,084,830	2,439,602	2,374,417	2,312,142	2,939,917	2,688,659	91.5%	16.3%
Total Expenditures	\$16,178,200	\$18,815,411	\$18,922,800	\$19,399,860	\$21,736,792	\$19,768,106	90.9%	1.9%
Revenues (sources of funds) less Expenditures:								
ODHO	-	-	-	(481,886)	(688,642)	(575,499)		
AHS	(1,202,322)	(1,333,088)	(1,248,810)	(1,096,417)	(1,018,458)	(995,687)		
AQM	10,694	(560,683)	(33,666)	(159,725)	(966,998)	(518,500)		
CCHS	(2,380,389)	(3,442,533)	(3,560,969)	(3,446,556)	(3,705,531)	(3,725,981)		
EHS	(3,093,333)	(3,786,206)	(3,847,680)	(3,946,268)	(4,560,665)	(3,728,886)		
EPHP	(414,492)	(605,958)	(568,431)	(756,634)	(785,071)	(609,142)		
GF Operating	7,250,850	8,623,891	8,623,891	10,000,192	10,076,856	10,076,856		
Surplus (deficit)	\$ 171,008	\$ (1,104,577)	\$ (635,666)	\$ 112,706	\$ (1,648,509)	\$ (76,838)		
Fund Balance (FB)	\$ 3,916,042	\$ 2,811,465	\$ 2,175,799	\$ 2,288,505	\$ 639,996	2,211,667		
FB as a % of Expenditures	24.2%	14.9%	11.5%	11.8%	2.9%	11.2%		
Note: ODHO=Office of the District Health Officer, AHS=Administrative Health Services, AQM=Air Quality Management, CCHS=Community and Clinical Health Services, EHS=Environmental Health Services, EPHP=Epidemiology and Public Health Preparedness, GF=County General Fund								

FISCAL IMPACT

No fiscal impact associated with the acknowledgement of this staff report.

RECOMMENDATION

Staff recommends that the District Board of Health acknowledge receipt of the Health District Fund Financial Review for June, Fiscal Year 2016.

POSSIBLE MOTION

Move to acknowledge receipt of the Health District Fund Financial Review for June, Fiscal Year 2016.

Attachment:
Health District Fund financial system summary report

Period: 1 thru 13 2016
 Accounts: GO-P-L P&L Accounts
 Business Area: *

Fund: 202 Health Fund
 Fund Center: 000 Default Washoe County
 Functional Area: 000 Standard Functional Area Hiera

Accounts	2016 Plan	2016 Actuals	Balance	Act%	2015 Plan	2015 Actual	Balance	Act%
422503 Environmental Permits	46,317.00-	60,574.27-	14,257.27	131	46,317.00-	58,353.00-	12,036.00	126
422504 Pool Permits	97,000.00-	108,817.25-	11,817.25	112	97,000.00-	99,075.00-	2,075.00	102
422505 RV Permits	11,000.00-	12,218.50-	1,218.50	111	11,000.00-	11,564.00-	564.00	105
422507 Food Service Permits	509,823.00-	526,467.25-	16,644.25	103	420,000.00-	458,093.00-	38,093.00	109
422508 Wat Well Const Perm	30,000.00-	55,872.16-	25,872.16	186	30,000.00-	38,056.00-	8,056.00	127
422509 Water Company Permits	5,000.00-	18,688.00-	13,688.00	374	5,000.00-	15,372.00-	10,372.00	307
422510 Air Pollution Permits	477,443.00-	523,611.50-	46,168.50	110	474,103.00-	526,223.73-	52,120.73	111
422511 ISDS Permits	75,000.00-	113,263.25-	38,263.25	151	75,000.00-	90,927.96-	15,927.96	121
422513 Special Event Permits	90,000.00-	103,867.62-	13,867.62	115	105,000.00-	84,071.00-	20,929.00-	80
422514 Initial Applic Fee	31,000.00-	36,359.75-	5,359.75	117	31,000.00-	28,540.00-	2,460.00-	92
* Licenses and Permits	1,372,583.00-	1,559,739.55-	187,156.55	114	1,294,420.00-	1,410,275.69-	115,855.69	109
431100 Federal Grants	5,723,952.42-	4,651,333.68-	1,072,618.74-	81	5,271,536.01-	5,060,382.07-	211,153.94-	96
431105 Federal Grants - Indirect	291,791.34-	370,508.57-	78,717.23	127	235,667.10-	272,884.77-	37,217.67	116
432100 State Grants	209,951.15-	171,275.48-	38,675.67-	82	311,068.24-	309,507.21-	1,561.03-	99
432105 State Grants-Indirect	15,457.00-	15,142.00-	315.00-	98	16,026.00-	15,884.82-	141.18-	99
432310 Tire Fee NRS 444A.090	468,548.00-	465,344.95-	3,203.05-	99	468,548.00-	446,463.15-	22,084.85-	95
432311 Pol Ctrl 445B.830	550,000.00-	599,289.67-	49,289.67	109	318,667.29-	541,625.60-	222,958.31	170
* Intergovernmental	7,259,699.91-	6,272,894.35-	986,805.56-	86	6,621,512.64-	6,646,747.62-	25,234.98	100
460162 Services to Other Agencies	28,420.84-	26,564.37-	1,856.47-	93				
460500 Other Immunizations	89,000.00-	25,946.25-	63,053.75-	29	89,000.00-	42,006.87-	46,993.13-	47
460501 Medicaid Clinical Services	8,200.00-	65,550.77-	57,350.77	799	8,200.00-	4,770.39-	3,429.61-	58
460503 Childhood Immunizations	20,000.00-	13,292.50-	6,707.50-	66	20,000.00-	13,995.00-	6,005.00-	70
460504 Maternal Child Health								
460505 Non Title X Revenue		84.76-	84.76					
460508 Tuberculosis	4,100.00-	6,750.34-	2,650.34	165	4,100.00-	4,642.46-	542.46	113
460509 Water Quality		353.60-	353.60			376.64-	376.64	
460510 IT Overlay	35,344.00-	36,768.25-	1,424.25	104	35,344.00-	34,835.00-	509.00-	99
460511 Birth and Death Certificates	470,000.00-	521,837.00-	51,837.00	111	480,000.00-	465,052.00-	14,948.00-	97
460512 Duplication Service Fees		1,737.85-	1,737.85			307.30-	307.30	
460513 Other Healt Service Charges	10,167.00-	44,832.58-	34,665.58	441		793.00-	793.00	
460514 Food Service Certification	18,000.00-	294.00-	17,706.00-	2	18,000.00-	17,076.00-	924.00-	95
460515 Medicare Reimbursement								
460516 Pgm Inc-3rd Prty Rec	1,450.00-	26,029.25-	24,579.25	1,795	1,780.00-	61,538.24-	59,788.24	3,516
460517 Influenza Immunization	7,000.00-		7,000.00-		7,000.00-	52.50-	6,947.50-	1
460518 STD Fees	21,000.00-	21,919.78-	919.78	104	21,000.00-	14,712.66-	6,287.34-	70
460519 Outpatient Services		1,505.48-	1,505.48			1,554.87-	1,554.87	
460520 Eng Serv Health	50,000.00-	80,539.00	30,539.00	161	50,000.00-	51,932.00-	1,932.00	104
460521 Plan Review - Pools & Spas	1,500.00-	8,016.00-	6,516.00	534	3,600.00-	8,366.00-	4,766.00	232
460523 Plan Review - Food Services	20,000.00-	24,608.00-	4,608.00	123	20,000.00-	24,338.00-	4,338.00	122
460524 Family Planning	32,000.00-	48,763.19-	16,763.19	152	32,000.00-	32,604.22-	604.22	102
460525 Plan Review - Vector	42,000.00-	76,713.00-	34,713.00	183	42,000.00-	53,700.00-	11,700.00	128
460526 Plan Review-Air Quality	60,804.00-	56,741.00-	4,063.00-	93	57,889.00-	55,116.00-	2,773.00-	95
460527 NOE-AQM	116,984.00-	126,023.00-	9,039.00	108	116,984.00-	123,186.00-	6,202.00	105

Period: 1 thru 13 2016
 Accounts: GO-P-L P&L Accounts
 Business Area: *
 Fund: 202 Health Fund
 Fund Center: 000 Default Washoe County
 Functional Area: 000 Standard Functional Area Hiera

Accounts	2016 Plan	2016 Actuals	Balance	Act%	2015 Plan	2015 Actual	Balance	Act%
460528 NESHAP-AQM	99,333.00-	119,536.00-	20,203.00	120	99,333.00-	105,324.07-	5,991.07	106
460529 Assessments-AQM	51,336.00-	60,519.00-	9,183.00	118	51,336.00-	57,161.00-	5,825.00	111
460530 Inspector Registr-AQ	2,162.00-	2,848.00-	686.00	132	2,162.00-	4,003.00-	1,841.00	185
460531 Dust Plan-Air Quality	142,403.00-	271,308.00-	128,905.00	191	142,403.00-	187,763.00-	45,360.00	132
460532 Plan Rvw Hotel/Motel	2,530.00-	646.00-	1,884.00-	26		4,523.00-	4,523.00	
460533 Quick Start								
460534 Child Care Inspection	8,514.00-	8,606.00-	92.00	101	8,514.00-	8,850.00-	336.00	104
460535 Pub Accomod Inspectn	19,000.00-	22,184.75-	3,184.75	117	19,000.00-	18,486.00-	514.00-	97
460570 Education Revenue								
* Charges for Services	1,361,247.84-	1,700,517.72-	339,269.88	125	1,329,615.00-	1,397,065.22-	67,450.22	105
471265 Illegal Dumping		500.00-	500.00					
* Fines and Forfeitures		500.00-	500.00					
483000 Rental Income						151.14-	151.14	
484000 Donations,Contributions	3,000.00-	3,700.00-	700.00	123				
484050 Donations Federal Pgm Income	37,550.00-	26,059.40-	11,490.60-	69	37,550.00-	26,888.93-	10,661.07-	72
484195 Non-Govt'l Grants					55,988.00-		55,988.00-	
484197 Non-Gov. Grants-Indirect	11,631.03-	11,287.60-	343.43-	97	5,125.00-		5,125.00-	
485100 Reimbursements	38,599.38-	38,030.10-	569.28-	99		29,628.20-	29,628.20	
485121 Jury Reimbursements						120.00-	120.00	
485300 Other Misc Govt Rev		307.50-	307.50			1,497.46-	1,497.46	
* Miscellaneous	90,780.41-	79,384.60-	11,395.81-	87	98,663.00-	58,285.73-	40,377.27-	59
** Revenue	10,084,311.16-	9,613,036.22-	471,274.94-	95	9,344,210.64-	9,512,374.26-	168,163.62	102
701110 Base Salaries	9,758,661.92	9,031,742.83	726,919.09	93	9,204,373.63	9,069,332.55	135,041.08	99
701120 Part Time	398,205.98	352,975.56	45,230.42	89	408,926.81	350,800.29	58,126.52	86
701130 Pooled Positions	374,607.96	358,775.68	15,832.28	96	510,064.10	360,355.94	149,708.16	71
701140 Holiday Work	4,318.65	2,154.02	2,164.63	50	4,318.65	2,857.75	1,460.90	66
701150 xcContractual Wages								
701200 Incentive Longevity	166,775.00	160,949.25	5,825.75	97	155,100.00	161,877.74	6,777.74-	104
701300 Overtime	64,681.22	75,606.86	10,925.64-	117	62,798.07	62,800.34	2.27-	100
701403 Shift Differential	302.28	323.35	21.07-	107		141.04	141.04-	
701406 Standby Pay								
701408 Call Back	1,000.00	1,186.37	186.37-	119	1,000.00		1,000.00	
701412 Salary Adjustment	43,993.26-		43,993.26-		131,433.79		131,433.79	
701413 Vac Payoff/Sick Pay-Term	49,515.00	58,469.80	8,954.80-	118		153,895.46	153,895.46-	
701414 Vacation Denied-Payoff		415.71	415.71-					
701417 Comp Time	7,603.00	7,218.00	385.00	95		24,573.23	24,573.23-	
701419 Comp Time - Transfer		2,796.12	2,796.12-					
701500 Merit Awards								
* Salaries and Wages	10,781,677.75	10,052,613.55	729,064.20	93	10,478,015.05	10,186,634.34	291,380.71	97
705110 Group Insurance	1,602,222.59	1,480,594.07	121,628.52	92	1,452,107.69	1,430,834.76	21,272.93	99
705210 Retirement	2,870,083.46	2,654,379.28	215,704.18	92	2,508,520.62	2,435,634.60	72,886.02	97
705215 Retirement Calculation								
705230 Medicare April 1986	143,292.28	137,513.86	5,778.42	96	134,797.97	139,359.68	4,561.71-	103

Period: 1 thru 13 2016
 Accounts: GO-P-L P&L Accounts
 Business Area: *

Fund: 202 Health Fund
 Fund Center: 000 Default Washoe County
 Functional Area: 000 Standard Functional Area Hiera

Accounts	2016 Plan	2016 Actuals	Balance	Act%	2015 Plan	2015 Actual	Balance	Act%
705320 Workmens Comp	69,142.65	69,143.20	0.55-	100	68,213.92	67,787.28	426.64	99
705330 Unemply Comp	15,482.79	15,483.07	0.28-	100	15,179.22	15,179.28	0.06-	100
705360 Benefit Adjustment					21,854.53		21,854.53	
* Employee Benefits	4,700,223.77	4,357,113.48	343,110.29	93	4,200,673.95	4,088,795.60	111,878.35	97
710100 Professional Services	832,763.50	549,195.56	283,567.94	66	687,734.16	508,794.98	178,939.18	74
710105 Medical Services	9,621.00	9,181.66	439.34	95	9,323.00	9,027.00	296.00	97
710108 MD Consultants	137,971.00	58,656.60	79,314.40	43	83,908.00	54,300.00	29,608.00	65
710110 Contracted/Temp Services	7,279.00	8,262.03	983.03-	114	31,581.16	36,541.43	4,960.27-	116
710119 Subrecipient Payments								
710200 Service Contract	172,990.00	59,068.01	113,921.99	34	120,719.52	60,193.13	60,526.39	50
710205 Repairs and Maintenance	24,189.00	20,796.85	3,392.15	86	5,538.00	8,648.74	3,110.74-	156
710210 Software Maintenance	16,606.85	12,770.00	3,836.85	77	18,083.00	22,326.48	4,243.48-	123
710300 Operating Supplies	278,248.95	200,554.64	77,694.31	72	118,636.15	92,373.69	26,262.46	78
710302 Small Tools & Allow	23,685.00	793.57	22,891.43	3	22,685.00	6,759.76	15,915.24	30
710308 Animal Supplies	1,600.00	1,084.22	515.78	68	1,600.00	968.74	631.26	61
710310 Parts and Supplies		659.80	659.80-					
710312 Special Dept Expense						300.00	300.00-	
710319 Chemical Supplies	231,900.00	250,088.49	18,188.49-	108	231,900.00	232,652.23	752.23-	100
710325 Signs and Markers								
710334 Copy Machine Expense	30,060.77	28,399.55	1,661.22	94	25,625.24	25,086.27	538.97	98
710350 Office Supplies	38,213.45	36,629.38	1,584.07	96	59,144.06	35,451.76	23,692.30	60
710355 Books and Subscriptions	6,015.17	8,040.87	2,025.70-	134	8,059.37	4,609.47	3,449.90	57
710360 Postage	27,381.58	19,739.97	7,641.61	72	23,150.00	19,500.69	3,649.31	84
710361 Express and Courier	850.00	158.85	691.15	19	510.00	207.77	302.23	41
710391 Fuel & Lube	100.00	184.37	84.37-	184	100.00		100.00	
710400 Payments to Other Agencies						21,979.00	21,979.00-	
710412 Do Not Use								
710500 Other Expense	39,890.55	29,000.80	10,889.75	73	28,429.46	26,487.00	1,942.46	93
710502 Printing	29,667.77	18,867.58	10,800.19	64	22,171.36	12,594.96	9,576.40	57
710503 Licenses & Permits	6,770.00	7,155.00	385.00-	106	6,331.00	6,070.00	261.00	96
710505 Rental Equipment	1,800.00	1,800.00		100	1,800.00		1,800.00	
710506 Dept Insurance Deductible		600.00	600.00-			300.00	300.00-	
710507 Network and Data Lines	9,755.00	8,201.82	1,553.18	84	11,295.00	9,045.54	2,249.46	80
710508 Telephone Land Lines	36,040.00	34,310.94	1,729.06	95	42,649.83	34,752.64	7,897.19	81
710509 Seminars and Meetings	52,467.39	34,706.05	17,761.34	66	50,633.27	34,789.73	15,843.54	69
710512 Auto Expense	11,581.60	6,813.26	4,768.34	59	14,665.43	6,236.82	8,428.61	43
710514 Regulatory Assessments	18,500.00	12,998.10	5,501.90	70	11,920.00	18,638.12	6,718.12-	156
710519 Cellular Phone	13,708.77	12,572.27	1,136.50	92	15,117.00	14,378.35	738.65	95
710529 Dues	8,375.00	9,039.25	664.25-	108	11,866.60	5,804.00	6,062.60	49
710535 Credit Card Fees	12,106.86	20,868.95	8,762.09-	172	12,665.00	17,444.70	4,779.70-	138
710546 Advertising	241,546.14	108,627.41	132,918.73	45	346,207.71	210,171.05	136,036.66	61
710551 Cash Discounts Lost		512.06	512.06-			263.11	263.11-	
710563 Recruitment						612.57	612.57-	

Period: 1 thru 13 2016
 Accounts: GO-P-L P&L Accounts
 Business Area: *

Fund: 202 Health Fund
 Fund Center: 000 Default Washoe County
 Functional Area: 000 Standard Functional Area Hiera

Accounts	2016 Plan	2016 Actuals	Balance	Act%	2015 Plan	2015 Actual	Balance	Act%
710577 Uniforms & Special Clothing	9,900.00	1,717.69	8,182.31	17	12,350.00	2,086.30	10,263.70	17
710585 Undesignated Budget					90,642.41		90,642.41	
710594 Insurance Premium		5,604.75	5,604.75-					
710598 Telecomm Charge-out contra								
710600 LT Lease-Office Space	79,703.00	79,150.70	552.30	99	109,115.00	79,692.00	29,423.00	73
710620 LT Lease-Equipment								
710703 Biologicals	245,868.41	227,771.22	18,097.19	93	203,743.25	211,579.30	7,836.05-	104
710708 Foster Care Home		56.47	56.47-					
710714 Referral Services						2,260.00	2,260.00-	
710721 Outpatient	96,331.22	89,540.97	6,790.25	93	96,370.43	77,526.79	18,843.64	80
710872 Food Purchases	2,169.58	1,857.65	311.93	86	4,888.50	1,964.08	2,924.42	40
711010 Utilities								
711020 Water/Sewer								
711100 ESD Asset Management	66,552.00	60,912.00	5,640.00	92	66,526.00	64,080.00	2,446.00	96
711113 Equip Srv Replace	38,038.83	29,236.85	8,801.98	77	27,586.14	26,946.97	639.17	98
711114 Equip Srv O & M	62,440.75	61,462.79	977.96	98	41,537.88	44,463.74	2,925.86-	107
711115 Equip Srv Motor Pool					5,000.00		5,000.00	
711117 ESD Fuel Charge	47,381.62	30,767.02	16,614.60	65	48,590.73	44,621.09	3,969.64	92
711119 Prop & Liab Billings	75,992.17	75,992.20	0.03-	100	74,502.09	74,502.26	0.27-	100
711210 Travel	165,570.28	94,001.09	71,569.19	57	222,873.85	91,517.25	131,356.60	41
711300 Cash Over Short						20.00-	20.00	
711399 ProCard in Process		187.70	187.70-			76.96	76.96-	
711400 Overhead - General Fund	2,795,882.00	2,795,882.00		100	2,741,061.00	2,741,061.00		100
711504 Equipment nonCapital	156,298.88	113,816.80	42,482.08	73	100,055.44	99,224.71	830.73	99
* Services and Supplies	6,163,813.09	5,238,295.81	925,517.28	85	5,868,891.04	5,098,902.28	769,988.76	87
781004 Equipment Capital	105,880.21	62,001.36	43,878.85	59	381,454.21	25,527.35	355,926.86	7
781007 Vehicles Capital					25,000.00		25,000.00	
* Capital Outlay	105,880.21	62,001.36	43,878.85	59	406,454.21	25,527.35	380,926.86	6
** Expenses	21,751,594.82	19,710,024.20	2,041,570.62	91	20,954,034.25	19,399,859.57	1,554,174.68	93
485192 Surplus Equipment Sales		1,375.00-	1,375.00					
* Other Fin. Sources		1,375.00-	1,375.00					
621001 Transfer From General	10,076,856.00-	10,076,856.00-		100	10,000,192.00-	10,000,192.00-		100
* Transfers In	10,076,856.00-	10,076,856.00-		100	10,000,192.00-	10,000,192.00-		100
812230 To Reg Permits-230	58,081.34	58,081.34		100				
814430 To Reg Permits Capit								
* Transfers Out	58,081.34	58,081.34		100				
** Other Financing Src/Use	10,018,774.66-	10,020,149.66-	1,375.00	100	10,000,192.00-	10,000,192.00-		100
*** Total	1,648,509.00	76,838.32	1,571,670.68	5	1,609,631.61	112,706.69-	1,722,338.30	7-

DD	BS	___
DHO	___	___
DA	LA	___

STAFF REPORT
BOARD MEETING DATE: July 28, 2016

TO: District Board of Health

FROM: Amber English, Senior Environmental Health Specialist
775-328-2629, aeenglish@washoecounty.us

SUBJECT: Review, discussion and possible adoption of the Business Impact Statements regarding Proposed Amendments to the Regulations of the Washoe County District Board of Health Governing Food Establishments (proposing deletion of sections 240.060 and 240.065 related to grades and grading of food establishments, addition of provisions from the U.S. Food and Drug Administration Model Food Code, as well as minor edits and formatting corrections) with a finding that the revised regulations do not impose a direct and significant economic burden on a business; nor do the revised regulations directly restrict the formation, operation or expansion of a business; and set a public hearing for possible adoption of the proposed revisions to the Regulations for August 25, 2016 at 1:00 pm.

SUMMARY

The Washoe County District Board of Health must approve amendments to the Regulations of the Washoe County District Board of Health Governing Food Establishments. Per NRS 237 Business Impact Statements “must be considered by the governing body at its regular meeting next preceding any regular meeting held to adopt” the Proposed Amendments.

District Board of Health Strategic Priority: Healthy Environment: Create a healthier environment that allows people to safely enjoy everything Washoe County has to offer.

PREVIOUS ACTION

The Washoe County District Board of Health last approved amendments to the Regulations on May 28, 2015.

BACKGROUND

The Food Safety Program is continuously striving to enhance the quality of services we provide to the public and promote active managerial control of risk factors most commonly associated with foodborne disease in food establishments. Although significant amendments to the Regulations of the Washoe County District Board of Health Governing Food Establishments were approved last year, additional amendments are required to achieve this goal. Below is a summary of the changes that are being proposed to the Regulations:

- Incorporate additional provisions from the most current version of the U.S Food and Drug Administration (FDA) Model Food Code.

- Delete portions of the Regulations pertaining to grades and grading of food establishments in order to implement a system that accurately reflects the occurrence of foodborne illness risk factors in food establishments.
- Minor edits and formatting corrections.

Links to the final version of the proposed revisions can be found at:

<https://www.washoecounty.us/health/files/regulations/ehs/FoodRegsInspectionFormUpdateMay2016.pdf>

In 2004, Environmental Health Services enrolled in the FDA's Voluntary National Retail Food Regulatory Program Standards. The Program Standards is a quality improvement program that provides a foundation upon which regulatory agencies can build through a continuous improvement process. It also allows for program evaluation and measures program effectiveness. The Program Standards consist of nine standards intended to enhance the quality of services we provide to the public and promote active managerial control of risk factors most commonly associated with foodborne disease in food establishments. Approval of the proposed Regulations and the subsequent implementation of the new food establishment inspection form and rating system will aid the Food Safety Program in meeting the criteria of Standard 1 – Regulatory Foundation, Standard 3 – Inspection Program Based on HACCP Principles and Standard 9 – Program Assessment.

In an effort to provide an overview of the proposed regulation revisions and inspection process, answer questions and receive input from interested persons, two public workshops were held on June 7, 2016 and June 9, 2016. The following methods were used to provide notice of the proposed regulatory revisions:

- A total of 1,810 notices were mailed to permit holders, giving notice of the proposed regulatory revisions and offering methods of providing input.
- The program's Food Safety Listserve was utilized to send email notices of the public workshops and hearings to food establishment operators, businesses, and other stakeholders.
- A press release was issued urging interested persons to attend the workshops and hearings.
- The Environmental Health Services Facebook page was utilized to invite followers to the workshops
- Workshop and hearing announcements and a copy of the proposed Regulations were posted on the Health District website.

A total of 18 individuals attended the workshops – eight attendees on June 7th and ten attendees on June 9th. Attendees included food establishment operators, business owners and representatives from the Nevada Restaurant Association and the Retail Association of Nevada.

During the workshops, a presentation was given on the specific proposed regulatory changes and the new inspection process and rating system. One food establishment operator asked whether we would provide a template to help operators develop the required written procedures when using a non-continuous cooking process. Staff agreed to provide additional guidance and resources to help operators develop the non-continuous cooking written procedures. Other sections of the proposed

Regulations and the new inspection rating process were discussed and after clarification, no negative comments were received. All attendees seemed generally accepting of the proposed regulatory changes and new inspection process. A copy of the PowerPoint presentation is attached for reference and links to the Food Establishment Inspection Field Guide and Inspection Form can be found at:

<https://www.washoecounty.us/health/programs-and-services/food-protection-services/food-safety-news.php>

A Business Impact statement has been prepared in accordance with NRS 237.090 and is also attached for reference.

Next Steps:

- Notice of the proposed Regulation Amendment public hearing will be posted in the Reno Gazette Journal on July 21, 22, and 25, 2016.
- Should the Washoe County District Board of Health approve the proposed amendments to the Regulations, additional public workshops to discuss the new inspection will be conducted September 12, 13, and 14, 2016.

FISCAL IMPACT

There is no fiscal impact of accepting the business impact statements.

RECOMMENDATION

Staff recommends the Washoe County District Board of Health review, discuss and adopt the Business Impact Statements regarding Proposed Amendments to the Regulations of the Washoe County District Board of Health Governing Food Establishments (proposing deletion of sections 240.060 and 240.065 related to grades and grading of food establishments, addition of provisions from the U.S. Food and Drug Administration Model Food Code, as well as minor edits and formatting corrections) with a finding that the revised regulations do not impose a direct and significant economic burden on a business; nor do the revised regulations directly restrict the formation, operation or expansion of a business; and set a public hearing for possible adoption of the proposed revisions to the Regulations for August 25, 2016 at 1:00 pm.

POSSIBLE MOTION

Should the Board agree with staff's recommendation, a possible motion would be "Move to adopt the Business Impact Statements regarding Proposed Amendments to the Regulations of the Washoe County District Board of Health Governing Food Establishments (proposing deletion of sections 240.060 and 240.065 related to grades and grading of food establishments, addition of provisions from the U.S. Food and Drug Administration Model Food Code, as well as minor edits and formatting corrections) with a finding that the revised regulations do not impose a direct and significant economic burden on a business; nor do the revised regulations directly restrict the formation, operation or expansion of a business; and set a public hearing for possible adoption of the proposed revisions to the Regulations for August 25, 2016 at 1:00 pm."

BUSINESS IMPACT STATEMENT

The following business impact statement was prepared pursuant to NRS 237.090 to address the proposed impact of Regulations of the Washoe County District Board of Health Governing Food Establishments (Regulations)

1. The following constitutes a description of the number or the manner in which comment was solicited from affected businesses, a summary of their response and an explanation of the manner in which other interested persons may obtain a copy of the summary. (*List all trade association or owners and officers of businesses likely to be affected by the proposed rule that have been consulted*).

Informational postcards were sent to all current permit holders that could be impacted by the Regulations. Notice of the proposed Regulation Amendment public hearing will be posted in the Reno Gazette Journal three times. The proposed Regulations were posted on the Health District website and two public workshops were held to solicit feedback.

Public comment was received on the following section:

- Non-continuous cooking of raw animal foods
 - Question by one operator on whether we would provide a template to help operators develop the required written procedures on this process.

Other chapters/topics were discussed and after clarification no negative comments were received.

No specific negative financial comments were expressed during the workshops on any section of the Regulations.

2. The estimated economic effect of the proposed rule on businesses, including, without limitation, both adverse and beneficial effects, and both direct and indirect effects:

Adverse effects:

Non-continuous cooking written procedures: Businesses that will be required to have written procedures for non-continuous cooking processes may see an increase in initial resources, mainly staff time, dedicated to the development and implementation of those processes; however at this time, those effects cannot be quantified.

Beneficial effects:

It is anticipated that the implementation of properly prepared non-continuous cooking procedures will be converted into long term savings for those businesses conducting the process as we anticipate those operators who take active managerial control of high risk food preparation processes will see a decrease in potential violations and the occurrence of foodborne illness in their establishments. However, the long term savings cannot be quantified at this time.

Direct effects:

The passage of these regulations is sure to have direct effects, however, at this time, those effects cannot be quantified.

Indirect effects:

The passage of these regulations is sure to have indirect effects, however, at this time, those effects cannot be quantified.

3. The following constitutes a description of the methods the local government considered to reduce the impact of the proposed rule on businesses and a statement regarding whether any, and if so which, of these methods were used: (*Include whether the following was considered: simplifying the proposed rule; establishing different standards of compliance for a business; and if applicable, modifying a fee or fine set forth in the rule so that business could pay a lower fee or fine*).

The updating of these regulations brings Washoe County into closer alignment with the U.S Food and Drug Administration (FDA). Since the Regulations follow the national standard set by FDA, no alternatives were considered.

4. The governing body estimates the annual cost to the local government for enforcement of the proposed rule is: Once the Regulations are fully implemented there is no increase in anticipated annual cost as the work is already being conducted. There will be an increase in staff time spent working with food handlers and operators transitioning to the new Regulations.
5. (If applicable, provide the following:) The proposed rule provides for a new fee or increases an existing fee and the total annual amount expected to be collected is: No new fees as part of the Regulations.
6. The money generated by the new fee or increase in existing fee will be used by the local government to: No new fees as part of the Regulations.
7. (If applicable, provide the following:) The proposed rule includes provisions that duplicate or are more stringent than federal, state or local standards regulating the same activity. The following explains when such duplicative or more stringent provisions are necessary:

The proposed changes are not duplicative of existing federal, state and local standards. The Regulations bring Washoe County more in alignment with the U.S. FDA.

To the best of my knowledge or belief, the information contained in this statement is prepared properly and is accurate.



Kevin Dick, District Health Officer

July 18, 2016

Date

**WASHOE COUNTY
HEALTH DISTRICT**
 ENHANCING QUALITY OF LIFE

**Food Regulation
Amendment Workshop**

Workshop Overview

- Overview of WCHD participation in the FDA Voluntary Retail Food Program Standards
- Overview of new food establishment inspection rating system and inspection form
- Review updates to the 2015 Food Establishment Regulations

Voluntary Retail Food Program Standards

- STANDARD 1 - REGULATORY FOUNDATION
- STANDARD 2 - TRAINED REGULATORY STAFF
- STANDARD 3 - INSPECTION PROGRAM BASED ON HACCP PRINCIPLES
- STANDARD 4 - UNIFORM INSPECTION PROGRAM
- STANDARD 5 - FOOD BORNE ILLNESS RESPONSE
- STANDARD 6 - COMPLIANCE & ENFORCEMENT
- STANDARD 7 - INDUSTRY & COMMUNITY RELATIONS
- STANDARD 8 - PROGRAM RESOURCES
- STANDARD 9 - PROGRAM ASSESSMENT

Program Standards Process

Self Assessment → Verification Audit → Action plan → Self Assessment

Standard 3 – New Form will result in 90% Conformance

Standard 3 Criteria	Facilities' Self Assessment (9/10/15-11/15/15)	100% Self-Inspection (9/10/15-11/15/15)	90% Self-Inspection (9/10/15-11/15/15)
1. Regulatory Basis Update			
1.1. The WCHD regulatory basis for the current rules and regulations is based on the most recent FDA Food Code (2015).	YES	YES	90%
1.2. The WCHD regulatory basis for the current rules and regulations is based on the most recent FDA Food Code (2015) and the most recent FDA Food Code (2015) and the most recent FDA Food Code (2015).	YES	YES	90%
2. Risk Assessment Compliance			
2.1. A risk assessment is used to identify and evaluate the risks of foodborne illness associated with the food service operation.	YES	YES	90%
2.2. A risk assessment is used to identify and evaluate the risks of foodborne illness associated with the food service operation.	YES	YES	90%
3. Inspection Frequency			
3.1. The WCHD inspection frequency is based on the risk assessment.	NO		90%
4. Written and Equipment Sanitation Action Policy			
4.1. The WCHD has a written and equipment sanitation action policy.	YES	YES	90%
4.2. The WCHD has a written and equipment sanitation action policy.	YES	YES	90%
5. Written and Equipment Sanitation Action Policy			
5.1. The WCHD has a written and equipment sanitation action policy.	YES	YES	90%
5.2. The WCHD has a written and equipment sanitation action policy.	YES	YES	90%
6. Written and Equipment Sanitation Action Policy			
6.1. The WCHD has a written and equipment sanitation action policy.	YES	YES	90%
6.2. The WCHD has a written and equipment sanitation action policy.	YES	YES	90%
7. Written and Equipment Sanitation Action Policy			
7.1. The WCHD has a written and equipment sanitation action policy.	YES	YES	90%
7.2. The WCHD has a written and equipment sanitation action policy.	YES	YES	90%
8. Written and Equipment Sanitation Action Policy			
8.1. The WCHD has a written and equipment sanitation action policy.	YES	YES	90%
8.2. The WCHD has a written and equipment sanitation action policy.	YES	YES	90%
9. Written and Equipment Sanitation Action Policy			
9.1. The WCHD has a written and equipment sanitation action policy.	YES	YES	90%
9.2. The WCHD has a written and equipment sanitation action policy.	YES	YES	90%

Standard 1 – New form is based on most recent FDA Food Code: WCHD regulation updates will result in 100% Conformance

Standard 1 Criteria	Facilities' Self Assessment (9/10/15-11/15/15)	100% Self-Inspection (9/10/15-11/15/15)	90% Self-Inspection (9/10/15-11/15/15)
1. Assessment of the Program's Regulatory Foundation			
1.1. The WCHD regulatory basis for the current rules and regulations is based on the most recent FDA Food Code (2015).	YES	YES	100%
1.2. The WCHD regulatory basis for the current rules and regulations is based on the most recent FDA Food Code (2015) and the most recent FDA Food Code (2015).	YES	YES	100%
2. Risk Assessment Compliance			
2.1. A risk assessment is used to identify and evaluate the risks of foodborne illness associated with the food service operation.	YES	YES	100%
2.2. A risk assessment is used to identify and evaluate the risks of foodborne illness associated with the food service operation.	YES	YES	100%
3. Inspection Frequency			
3.1. The WCHD inspection frequency is based on the risk assessment.	YES	YES	100%
3.2. The WCHD inspection frequency is based on the risk assessment.	YES	YES	100%
4. Written and Equipment Sanitation Action Policy			
4.1. The WCHD has a written and equipment sanitation action policy.	YES	YES	100%
4.2. The WCHD has a written and equipment sanitation action policy.	YES	YES	100%
5. Written and Equipment Sanitation Action Policy			
5.1. The WCHD has a written and equipment sanitation action policy.	YES	YES	100%
5.2. The WCHD has a written and equipment sanitation action policy.	YES	YES	100%
6. Written and Equipment Sanitation Action Policy			
6.1. The WCHD has a written and equipment sanitation action policy.	YES	YES	100%
6.2. The WCHD has a written and equipment sanitation action policy.	YES	YES	100%
7. Written and Equipment Sanitation Action Policy			
7.1. The WCHD has a written and equipment sanitation action policy.	YES	YES	100%
7.2. The WCHD has a written and equipment sanitation action policy.	YES	YES	100%
8. Written and Equipment Sanitation Action Policy			
8.1. The WCHD has a written and equipment sanitation action policy.	YES	YES	100%
8.2. The WCHD has a written and equipment sanitation action policy.	YES	YES	100%
9. Written and Equipment Sanitation Action Policy			
9.1. The WCHD has a written and equipment sanitation action policy.	YES	YES	100%
9.2. The WCHD has a written and equipment sanitation action policy.	YES	YES	100%

Pass/Conditional Pass/Closed System

- New system will replace current forms and scores



Reason for Change

- New system will help WCHD conform to inspection form requirements listed in Standard 3
 - Inspections based on HACCP Principles
- Change supports Risk Based inspections
 - Highlights Critical Violations
 - Non-critical Violations still noted as violations, but will not count toward overall facility rating
- Field guide (aka marking instructions) for consistent marking
 - Will be made available inspectors and for the public
- Similar systems successfully adopted by other health districts

Anticipated Outcomes


- Improve compliance with high risk activities
- Enhance relationships and communication with food service industry
- Meet the goals of Standard 1, 3, 7, and 9
- Status (Pass/Conditional Pass/Closed) will reflect high risk activities occurring in facilities
- Provide the ability to measure outcomes and program effectiveness
- Ensure consistent marking by all inspectors and consistent expectations by food service industry

What to Expect when You're Inspected

Current System	New System
<ul style="list-style-type: none"> Violation points assigned based on risk level Scores where violations are subtracted from 100 A 92 is perceived as a passing grade even with two four point violations. 	<ul style="list-style-type: none"> New form mimics FDA standardization form IN/OUT/NA/NO Critical vs Non-critical violations Repeat violations flagged Field guide for consistent marking No placarding at this time

Critical vs. Non-Critical

Critical Violations – A provision of the WCHD food regulations, that if in non-compliance, is more likely than other violations to contribute to one of the five foodborne illness risk factors or one of the five FDA public health interventions. Critical violations pose an imminent threat to public health and have the potential to cause foodborne illness. A critical violation must be corrected or mitigated during an inspection in order to avoid closure. When a critical violation cannot be immediately corrected or mitigated, the food facility is subject to closure.



Non-Critical Violations – A provision of the WCHD food regulations that do not directly cause foodborne illness, but are important factors in general sanitation, operational controls, general maintenance, and facility design that allow for safe, wholesome and unadulterated food products.



Pass

- Pass: No more than one critical violation observed during inspection. Critical violation must be corrected or mitigated during the inspection.



Conditional Pass

- Conditional Pass: Two or more critical violations observed during inspection. Critical violations must be corrected or mitigated during inspection.
- Re-inspection required within 24 to 72 hours.



Closed

- Closed: Closure of the facility due to imminent danger to public health and safety.



Inspection Results Example

Report	Date	Rating	Inspector	Inspector	Inspector	Description of Violations
Value Inspection Report	Feb 17, 2016	PASS	REINSPECTOR			
Value Inspection Report	Feb 19, 2016	CONDITIONAL PASS	INSPECTOR			
Value Inspection Report	Apr 21, 2016	PASS				WASHOE COUNTY HEALTH DISTRICT (WCHD) ADVISORY BOARD (AB) APPROVED

This is an example of an inspection report. For a full description of the conditions and terms, visit [WCHD.org](#).

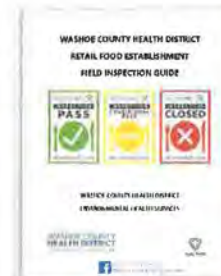
Projected Timeline

- June 2016:
 - Rollout of media campaign for Washoe Eats
 - Radio spots
 - Facebook advertisements
 - Reno News and Review
 - Public workshops
 - Staff training workshops
- Summer/Fall 2016:
 - Staff field training
 - Additional public workshops
- November 2016:
 - Implementation of inspection form and rating system



Field Guide

- Includes:
 - Rating system explanation
 - Inspection form marking procedures
 - Common terminology
 - For each line item on corresponding inspection form:
 - WCHD code reference
 - Standard comments
 - Example of critical and non-critical violations
 - Corrective actions
 - Marking instructions
 - Notes section
- WCHD Field Guide



Overview of Regulation Amendments

- [Food Establishment Regulation Amendments](#)



**WASHOE COUNTY
HEALTH DISTRICT**
ENHANCING QUALITY OF LIFE

Save the Dates!

Food Establishment Inspection Workshop

Learn about the new inspection process and forms. Workshop is free to attend. We encourage all members of the public to attend, especially those working in the restaurant industry.

Choose one of the following dates below:

<p>September 12th Location: Eldorado Resort & Casino, Room TBA Time: 9:30am-10:30am</p>		
<p>September 13th Location: Washoe County Complex, Building B Time: 9:00am-10:00am</p>		
<p>September 14th Location: Washoe County Complex, Building B Time: 3:00pm-4:00pm</p>		

 Follow us on Facebook to get the latest updates about workshops!
<https://www.facebook.com/wchdehs>




District Board of Health Meetings

- Acknowledgement of the Business Impact Statement
Thursday, July 28th at 1:00pm
- Public Hearing for possible action by the Board
Thursday, August 25th at 1:00pm
Opportunity for public comment
- Location: Board of County Commissioners
Chambers at 1001 E. Ninth St, Reno, Nevada

Environmental Health Services

Is On Social Media



Facebook.com/WCHDEHS



@HealthyWashoe

Follow us and stay up-to-date about what's going on in Washoe!

Questions?



Food Safety Program
Environmental Health Services
foodsafety@washoecounty.us



Regional Emergency Medical Services Authority

REMSA

Franchise Compliance Report

JUNE 2016



REMSA Accounts Receivable Summary
Fiscal 2016

Month	#Patients	Total Billed	Average Bill	YTD Average	Average Collected
July	3813	\$4,171,875	\$1,094	\$1,094	\$394
August	3767	\$4,133,146	\$1,097	\$1,096	\$394
September	3827	\$4,220,950	\$1,103	\$1,098	\$395
October	3879	\$4,265,879	\$1,100	\$1,099	\$395
November	3667	\$4,033,496	\$1,100	\$1,099	\$396
December	3756	\$4,147,194	\$1,104	\$1,100	\$396
January	3929	\$4,334,292	\$1,103	\$1,100	\$396
February	3779	\$4,173,630	\$1,104	\$1,101	\$396
March	4110	\$4,578,934	\$1,114	\$1,102	\$397
April	3978	\$4,363,776	\$1,097	\$1,102	\$397
May	3894	\$4,224,935	\$1,085	\$1,100	\$396
June	3998	\$4,321,875	\$1,081	\$1,099	\$395
Totals	46397	\$50,969,981	\$1,099		

Allowed ground average bill: \$1,098.00
 Monthly average collection rate: 36%

Fiscal 2016

Month	Priority 1 System-Wide Avg. Response Time	Priority 1 Zone A	Priority 1 Zones B,C,D
Jul. 2015	6 mins. 0 secs.	92%	99%
Aug.	6 mins. 10 secs.	92%	95%
Sept.	6 mins. 22 secs.	91%	96%
Oct.	6 mins. 18 secs.	91%	94%
Nov.	6 mins. 19 secs.	92%	96%
Dec.	6 mins. 30 secs.	92%	97%
Jan. 2016	6 mins. 26 secs	92%	96%
Feb.	6 mins. 04 secs.	92%	97%
Mar.	6 mins. 05 secs	92%	96%
Apr.	5 mins. 54 secs	94%	99%
May	5 mins. 44 secs	92%	97%
June 2016	5 mins. 47 secs	94%	99%

Year to Date: July 2015 through June 2016

Priority 1 Zone A	Priority 1 Zones B,C,D
92%	97%

Average Response Times by Entity				
Month/Year	Priority	Reno	Sparks	Washoe County
July 2015	P-1	5:29	6:02	8:39
	P-2	5:50	6:55	8:31
Aug. 2015	P-1	5:14	5:57	9:08
	P-2	5:55	6:59	8:50
Sept. 2015	P-1	5:21	6:18	9:42
	P-2	6:06	7:01	9:03
Oct. 2015	P-1	5:33	6:04	9:33
	P-2	6:00	6:37	9:33
Nov. 2015	P-1	5:28	6:09	9:16
	P-2	5:51	6:59	9:25
Dec. 2015	P-1	5:39	6:06	9:51
	P-2	6:15	7:03	10:20
Jan. 2016	P-1	5:34	6:09	9:08
	P-2	6:14	6:55	10:20
Feb. 2016	P-1	5:24	5:55	8:48
	P-2	6:02	6:58	9:54
Mar. 2016	P-1	5:19	6:01	8:47
	P-2	5:31	6:37	6:15
Apr. 2016	P-1	5:06	5:53	8:03
	P-2	5:25	6:10	7:45
May 2016	P-1	5:03	6:32	7:56
	P-2	5:15	6:09	7:38
June 2016	P-1	4:57	5:36	7:47
	P-2	5:15	6:02	7:26

Year to Date: July 2015 through June 2016

Priority	Reno	Sparks	Washoe County
P-1	5:20	5:58	8:53
P-2	5:48	6:41	8:59



GROUND AMBULANCE OPERATIONS REPORT

June 2016

1. OVERALL STATISTICS:

Total Number of System Responses	6141
Total Number of Responses in Which No Transport Resulted	2212

2. CALL CLASSIFICATION REPORT:

Cardiopulmonary Arrests	2%
Medical	53%
OB	1%
Psychiatric/Behavioral	9%
Transfers	10%
Trauma – MVA	8%
Trauma – Non MVA	12%
Unknown	5%

3. MEDICAL DIRECTOR'S REPORT:

The Clinical Director or designee reviewed:

- 100% of cardiopulmonary arrests
- 100% of pediatric patients (transport and non-transport patients)
- 100% of advanced airways (outside cardiac arrests)
- 100% of STEMI Alert or STEMI rhythms
- 100% of deliveries and neonatal resuscitation
- 100% Advanced Airway Success rates for nasal/oral intubation and King Airway placement for adult and pediatric patients.

Total number of ALS calls: 2770
 Total number of above calls receiving QA reviews: 452
 Percentage of charts reviewed from the above transports: 16.3%



REMSA OCU Incident Detail Report

Period: 6/01/2016 thru 6/30/2016

CAD Edits & Call Priority Reclassification

Response Area	Zone	Clock Start	Clock Stop	Stop Clock Unit	Threshold	Response time
A-08-IC Reno	Zone A	06/01/2016 19:46:30	06/01/2016 19:50:27	434	00:08:59	00:03:57
A-08-IC Reno	Zone A	06/02/2016 13:18:24	06/02/2016 13:21:45	326	00:08:59	00:03:21
	Zone E	06/05/2016 16:00:47	06/05/2016 16:16:58	120	00:00:00	00:16:11
A-08-IC Reno	Zone A	06/05/2016 20:24:31	06/05/2016 20:28:41	336	00:08:59	00:04:10
A-08-IC Reno	Zone A	06/06/2016 07:52:02	06/06/2016 08:09:21	332	00:08:59	00:17:19
A-08-IC Reno	Zone A	06/06/2016 10:40:11	06/06/2016 10:46:56	334	00:08:59	00:06:45
A-08-IC Reno	Zone A	06/07/2016 22:58:33	06/07/2016 23:01:40	438	00:08:59	00:03:07
A-08-IC Reno	Zone A	06/09/2016 04:29:59	06/09/2016 04:33:08	136	00:08:59	00:03:09
E-WF-SN Washoe Co PL	Zone E	06/12/2016 19:08:01	06/12/2016 19:14:32	330	00:59:59	00:06:31
A-08-IC Reno	Zone A	06/13/2016 16:02:46	06/13/2016 16:09:21	435	00:08:59	00:06:35
A-08-IC Reno	Zone A	06/15/2016 12:35:28	06/15/2016 12:42:30	322	00:08:59	00:07:02
A-08-IC Reno	Zone A	06/18/2016 10:50:12	06/18/2016 10:50:55	342	00:08:59	00:00:43
A-08-IC Sparks	Zone A	06/19/2016 00:00:31	06/19/2016 00:02:24	411	00:08:59	00:01:53
A-08-IC Reno	Zone A	06/25/2016 16:01:02	06/25/2016 16:02:26	342	00:08:59	00:01:24
A-08-IC Reno	Zone A		06/29/2016 16:45:50	414	00:08:59	00:00:00

Call Priority Reclassification				
Incident Number	City	Zone	Incident Date	Exemption Reason
NONE				

REMSA
EDUCATION AND TRAINING REPORT
JUNE 2016



REMSA Education
 Monthly Course and Student Report
 Month: June 2016

Discipline	Total Classes	Total Students	REMSA Classes	REMSA Students	Site Classes	Site Students
ACLS	5	40	4	39	1	1
ACLS EP	0	0	0	0	0	0
ACLS EP I	0	0	0	0	0	0
ACLS I	0	0	0	0	0	0
ACLS P	1	4	1	4	0	0
ACLS R	19	73	5	38	14	35
ACLS S	2	3	2	3	0	0
AEMT	1	20	1	20		
AEMT T	0	0	0	0		
BLS	76	441	24	139	52	302
BLS I	0	0	0	0	0	0
BLS R	35	176	13	93	22	83
BLS S	30	54	0	0	30	54
CE	4	28	4	28	0	0
EMAPCT	0	0	0	0	0	0
EMPACT I	0	0	0	0	0	0
EMR	0	0	0	0		
EMR R	0	0	0	0		
EMS I	0	0	0	0		
EMT	2	42	2	42		
EMT T	0	0	0	0		
FF CPR	6	31	0	0	6	31
FF CPR FA	0	0	0	0	0	0
FF FA	0	0	0	0	0	0
HS BBP	3	22	2	16	1	6
HS CPR	31	189	3	22	28	167
HS CPR FA	58	444	7	49	51	395
HS CPR FA S	2	8	0	0	2	8
HS CPR PFA	12	51	3	24	9	27
HS PFA S	1	4	0	0	1	4
HS CPR S	2	7	0	0	2	7
HS FA	15	84	5	17	10	67
HS FA S	1	2	0	0	1	2
HS PFA	0	0	0	0	0	0
ITLS	3	25	3	25	0	0
ITLS A	0	0	0	0	0	0
ITLS I	0	0	0	0	0	0
ITLS P	0	0	0	0	0	0
ITLS R	3	6	3	6	0	0
ITLS S	0	0	0	0	0	0
PALS	5	10	3	7	2	3
PALS I	0	0	0	0	0	0
PALS R	13	33	4	10	9	23
PALS S	2	2	2	2	0	0
PEARS	0	0	0	0	0	0
PM	1	18	1	18		
PM07.2016	0	0	0	0		

Discipline	Total Classes	Total Students	REMSA Classes	REMSA Students	Site Classes	Site Students
Legend						Classes w/ CPR
ACLS	Advanced Cardiac Life Support					253
ACLS EP	Advanced Cardiac Life Support for Experience Providers					
ACLS P	Advanced Cardiac Life Support Prep					CPR Students
ACLS R	Advanced Cardiac Life Support Recert					
ACLS S	Advanced Cardiac Life Support Skills					1405
ACLS I	Advanced Cardiac Life Support Instructor					
AEMT	Advanced Emergency Medical Technician					REMSA CPR Classes
AEMT T	Advanced Emergency Medical Technician Transition					
BLS	Basic Life Support					50
BLS I	Basic Life Support Instructor					
BLS R	Basic Life Support Recert					REMSA CPR Students
BLS S	Basic Life Support Skills					
CE	Continuing Education:					327
EMAPCT	Emergency Medical Patients Assessment, Care, & Transport					
EMPACT I	Emergency Medical Patients Assessment, Care, & Transport Instructor					
EMR	Emergency Medical Responder					REMSA CPR Classes
EMR R	Emergency Medical Responder Recert					
EMS I	Emergency Medical Services Instructor					50
EMT	Emergency Medical Technician					
EMT T	Emergency Medical Technician Transition					REMSA CPR Students
FF CPR	Family and Friends CPR					
FF CPR FA	Family and Friends CPR and First Aid					327
FF FA	Family and Friends First Aid					
HS BBP	Heartsaver Bloodborne Pathogens					REMSA CPR Classes
HS CPR	Heartsaver CPR and AED					
HS CPR FA	Heartsaver CPR, AED, and First Aid					50
HS CPR FA S	Heartsaver CPR, AED, and First Aid Skills					
HS CPR PFA	Heartsaver Pediatric CPR, AED, and First Aid					REMSA CPR Students
HS CPR S	Heartsaver CPR and AED Skills					
HS FA	Heartsaver First Aid					327
HS FA S	Heartsaver First Aid Skills					
HS PFA	Heartsaver Pediatric First Aid					REMSA CPR Classes
HS PFA S	Heartsaver Pediatric First Aid Skills					
ITLS	International Trauma Life Support					50
ITLS A	International Trauma Life Support Access					
ITLS I	International Trauma Life Support Instructor					REMSA CPR Students
ITLS P	International Trauma Life Support - Pediatric					
ITLS R	International Trauma Life Support Recert					327
ITLS S	International Trauma Life Support Skills					
PALS	Pediatric Advanced Life Support					REMSA CPR Classes
PALS I	Pediatric Advanced Life Support Instructor					
PALS R	Pediatric Advanced Life Support Recert					50
PALS S	Pediatric Advanced Life Support Skills					
PEARS	Pediatric Emergency Assessment, Recognition, and Stabilization					REMSA CPR Students
PM	Paramedic					
PM T	Paramedic Transition					



COMMUNITY OUTREACH

June 2016

Point of Impact

6/2/2016	Safe Kids Washoe County Bylaws Subcommittee Meeting	1 staff
6/3/2016	Community Services Agency Head Start Community Resource Fair, Idlewild Park	1 staff
6/6/2016	Technician Update class	10 Technicians
6/7/2016	Safe Kids Board of Directors Meeting	1 staff
6/9/2016	CQI Steering Committee Meeting	1 staff
6/14/2016	Safe Kids Washoe County Coalition Meeting	1 staff
6/14/2016	Babies R Us parent education class	1 staff; 3 parents
6/25/16	Child Car Seat Checkpoint hosted by REMSA; 32 cars and 48 seats inspected.	8 volunteers, 1 staff

Cribs for Kids

6/1/2016	C4K Emcee's Statewide Maternal Child Health Spring Symposium	1 staff
6/2/2016	C4K attends monthly Immunize Nevada Coalition meeting.	1 staff
6/3/2016	C4K attends Child Death Review	1 staff
6/3/2016	C4K host a booth at Community Service Agency Headstart Health/Safety Fair	1 staff
6/7/2016	C4K attends Safe Kids Washoe County Board Meeting	1 staff
6/7//2016	C4K attends monthly Immunize Nevada Events Committee meeting.	1 staff
6/8/2016	C4K attends Family Health Festival planning meeting.	1 staff
6/15/2016	C4K attends Fetal Infant Mortality (FIMR).	1 staff
6/15/2016	C4K attends Increasing the Impact of Safe Sleep meeting at Washoe County Social Services.	1 staff
6/17/2016	C4K collaborates to tour venues for REMSA Kid Care Class.	2 staff
6/20/2016	C4K hosts monthly Northern Nevada Maternal Child Health Coalition meeting.	1 staff
6/22/2016	C4K attends Family Health Festival planning work group.	1 staff
6/29/2016	C4K attends Community Health Improvement Plan (CHIP) Access to Health Care and Social Services Work Group.	1 staff

REMSA

INQUIRIES

JUNE 2016

No inquiries for JUNE 2016

REM SA
CUSTOMER SERVICE
JUNE 2016

REMSA

Reno, NV
Client 7299



Assess Your Vitals

1515 Center Street
Lansing, Mi 48096
1 (877) 583-3100
service@EMSSurveyTeam.com
www.EMSSurveyTeam.com

EMS System Report

June 1, 2016 to June 30, 2016

Your Score

93.57

Number of Your Patients in this Report

151

Number of Patients in this Report

5,130

Number of Transport Services in All EMS DB

121



Executive Summary

This report contains data from **151 REMSA** patients who returned a questionnaire between **06/01/2016** and **06/30/2016**.

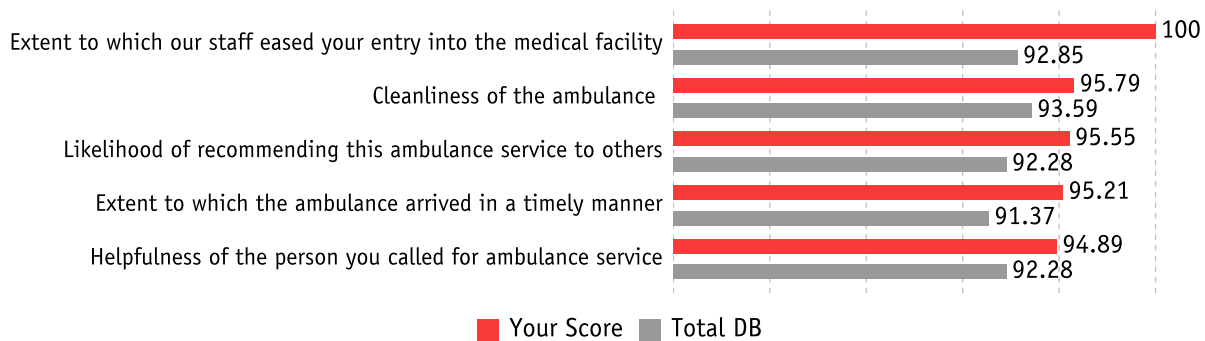
The overall mean score for the standard questions was **93.57**; this is a difference of **1.62** points from the overall EMS database score of **91.95**.

The current score of **93.57** is a change of **-0.40** points from last period's score of **93.97**. This was the **23rd** highest overall score for all companies in the database.

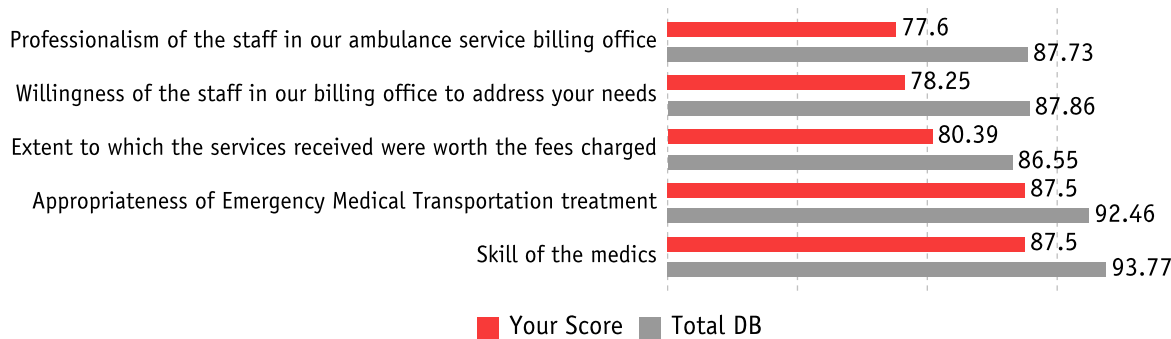
You are ranked **7th** for comparably sized companies in the system.

79.94% of responses to standard questions had a rating of Very Good, the highest rating. **98.55%** of all responses were positive.

5 Highest Scores



5 Lowest Scores

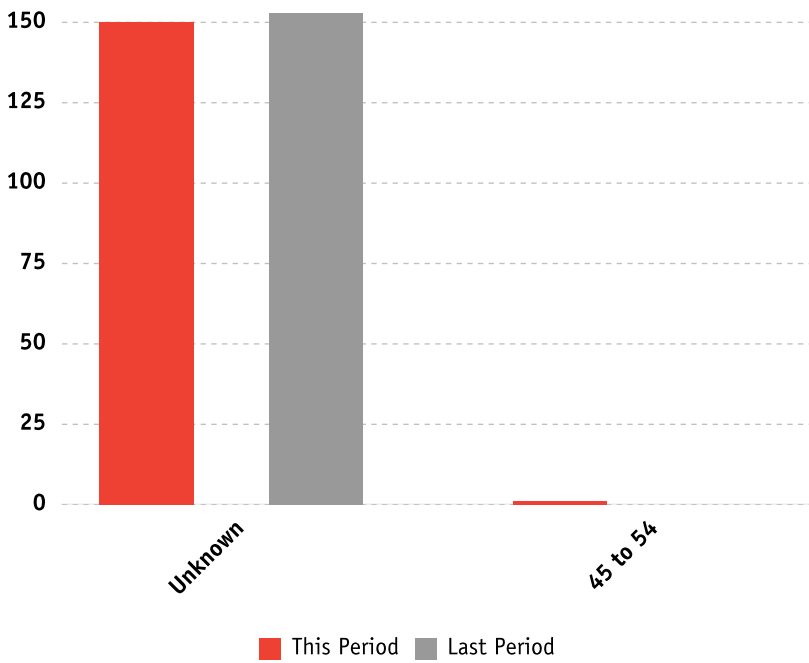




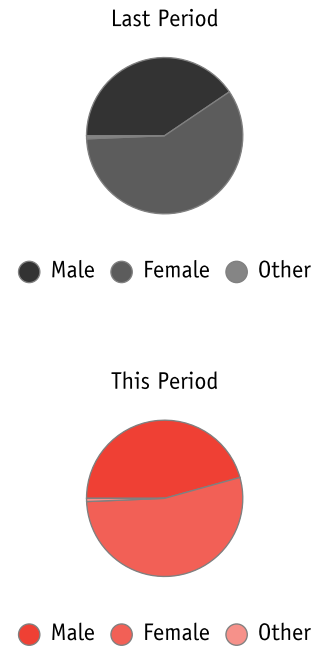
Demographics — This section provides demographic information about the patients who responded to the survey for the current and the previous periods. The information comes from the data you submitted. Compare this demographic data to your eligible population. Generally, the demographic profile will approximate your service population.

	Last Period				This Period			
	Total	Male	Female	Other	Total	Male	Female	Other
Unknown	153	62	90	1	150	68	81	1
45 to 54		0	0	0	1	1	0	0
Total	153	62	90	1	151	69	81	1

Age Ranges



Gender





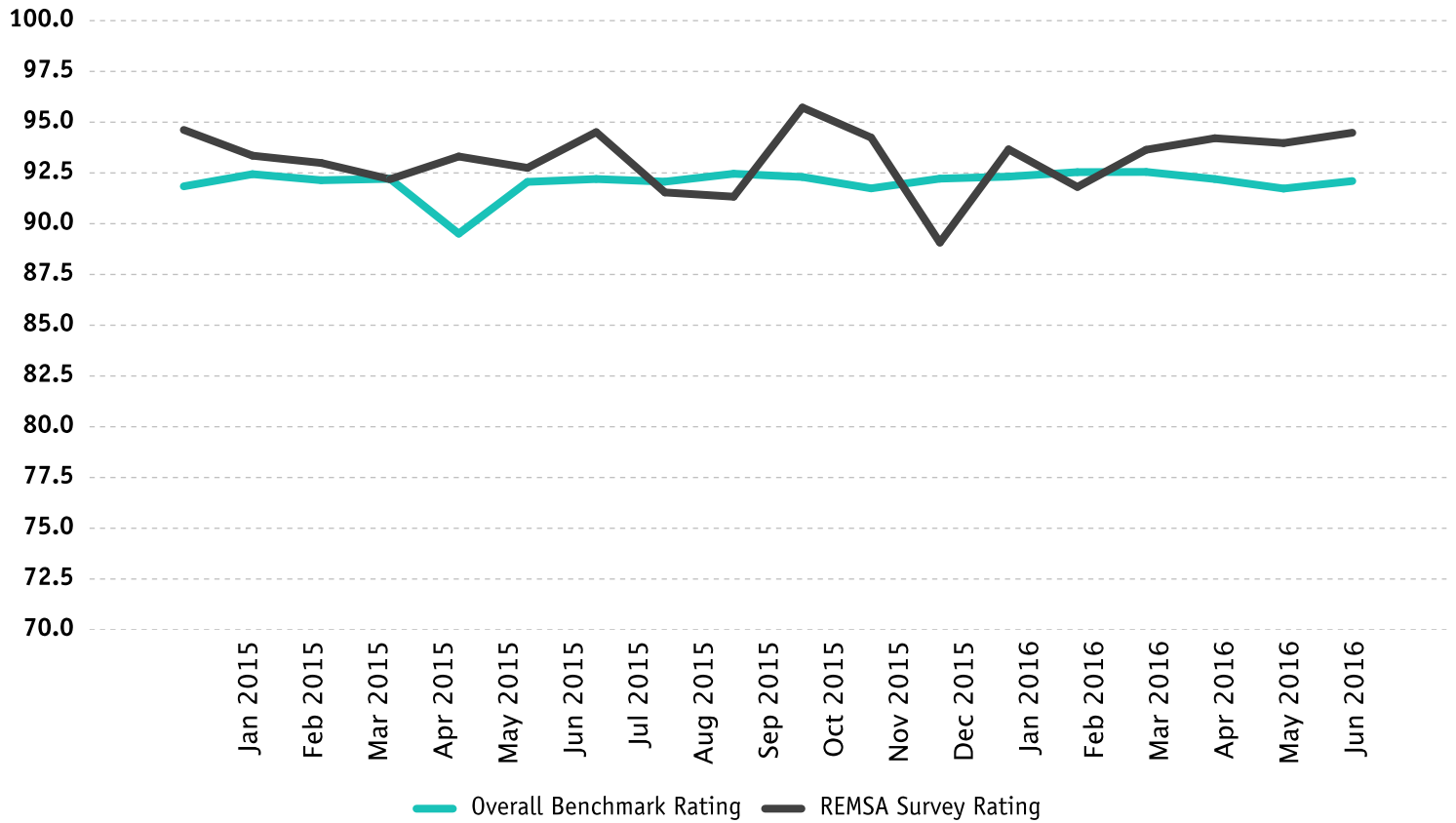
Monthly Breakdown

Below are the monthly responses that have been received for your service. It details the individual score for each question as well as the overall company score for that month.

	Jun 2015	Jul 2015	Aug 2015	Sep 2015	Oct 2015	Nov 2015	Dec 2015	Jan 2016	Feb 2016	Mar 2016	Apr 2016	May 2016	Jun 2016
Helpfulness of the person you called for ambulance service	92.26	94.79	91.20	89.56	95.27	90.05	87.91	95.00	93.34	92.44	93.15	95.63	94.89
Concern shown by the person you called for ambulance service	91.25	95.31	91.20	88.98	95.27	91.28	87.15	95.00	92.64	90.76	83.33	93.75	
Extent to which you were told what to do until the ambulance	91.67	93.75	87.52	86.07	96.05	92.13	85.19	91.07	91.29	91.56	89.00	97.83	94.74
Extent to which the ambulance arrived in a timely manner	91.84	96.57	91.81	87.28	95.63	89.56	93.59	94.74	93.53	94.36	94.59	93.97	95.21
Cleanliness of the ambulance	96.11	95.50	94.20	93.14	95.39	95.51	95.59	95.83	94.20	95.38	93.06	94.18	95.79
Comfort of the ride	100.00		94.20	92.67	97.30	94.26	95.71	94.12	93.39	95.56	92.83	90.97	94.06
Skill of the person driving the ambulance	94.15	94.39							95.09			95.00	
Care shown by the medics who arrived with the ambulance	94.32	95.10	92.81	93.98	97.50	97.56	91.22	95.00	93.11	94.01	95.74	95.95	93.54
Degree to which the medics took your problem seriously	94.77	95.59	93.55	94.44	96.88	96.25	91.67	93.75	92.66	93.79	97.02	96.21	94.10
Degree to which the medics listened to you and/or your family	91.86	96.08	93.44	94.44	98.13	96.88	89.86	93.75	92.21	94.52	95.83	92.86	94.30
Skill of the medics	95.35	95.59	94.41	93.52	96.79	96.88	93.06	93.75	92.38	96.00	93.75	93.75	87.50
Extent to which the medics kept you informed about your	90.63	94.50	90.37	90.87	94.74	94.59	87.50	93.42	90.60	92.13	93.47	93.70	93.31
Extent to which medics included you in the treatment decisions	95.45	93.18	88.52	90.48	94.08	93.78	84.20	93.06	89.59	91.98	93.37	91.85	92.53
Degree to which the medics relieved your pain or discomfort	91.67	93.23	90.47	91.85	93.24	91.43	83.16	90.79	87.45	90.15	92.78	91.90	89.28
Medics' concern for your privacy	93.75	94.15	90.97	92.65	96.15	95.39	85.74	95.00	90.99	95.46	94.07	91.98	94.21
Extent to which medics cared for you as a person	95.83	96.00	91.40	95.67	95.95	95.63	90.28	95.00	92.04	94.16	95.31	95.00	94.43
Professionalism of the staff in our ambulance service billing	85.87	90.15	87.10	81.90	94.44	93.75	86.11	87.50	87.31	88.04	87.50	82.14	77.60
Willingness of the staff in our billing office to address your	86.36	89.84	87.07	82.41	93.75	89.47	87.50	87.50	86.47	85.87	85.00	85.00	78.25
How well did our staff work together to care for you	93.75	94.39	90.81	91.06	94.74	96.34	87.50	96.25	92.36	94.34	95.70	94.09	93.72
Extent to which our staff eased your entry into the medical	90.70	95.41	92.54	91.06	94.74	97.37	90.03	93.75	92.82	92.81	93.75	86.82	100.00
Appropriateness of Emergency Medical Transportation treatment	94.51	96.28	92.24	93.75	94.74	95.39	89.71	96.25	92.60	94.66	93.06	96.09	87.50
Extent to which the services received were worth the fees	86.83	88.64	88.30	87.23	94.29	90.74	80.10	91.67	84.72	88.56	86.90	92.64	80.39
Overall rating of the care provided by our Emergency Medical	92.86	95.59	93.00	93.75	96.71	95.51	88.24	96.25	92.54	94.75	96.05	96.72	93.67
Likelihood of recommending this ambulance service to others	94.23	95.59	92.56	93.00	97.79	94.74	91.67	91.67	92.66	95.06	94.67	95.74	95.55
Your Master Score	92.75	94.51	91.54	91.33	95.72	94.24	89.07	93.66	91.81	93.64	94.21	93.97	93.57
Your Total Responses	50	55	61	56	41	47	40	22	376	206	155	157	151



Monthly tracking of Overall Survey Score



GROUND AMBULANCE CUSTOMER COMMENTS

JUNE 2016

What Did We Do Well?	What Can We Do To Serve You Better	Description / Comments	Assigned to	Results after follow-up
"Very good and nice"	"Good"	"Good"		
"Did not call- Hospital called - transfer to another hospital"				
"They were excellent. Could not complain"	"Nothing at all, everything was done perfectly"			
	"Could be a little more comfortable, feel every bump in the back of ambulance"			
"Tried to relieve pain, but were not able to"	"Nothing, they did very well."			
"Medics were very caring. Drove his wallet that he had left back to him."	"Hopefully there is not one , but if so , nothing. Everything was very good."			
	"Nothing, they were great."			
"Wishes she knew the names of the 3 men, they could not have been nicer, more gentle, or more informative"		"For an experience that in general is not very good, it was such a great experience. Could not say enough nice things."		
"They just transported home from the hospital, was not anything they really had to do"	"Nothing, they were great."			
"Medics mis informed her about what was going to be done for her at the hospital. They said she would get an IV once she was there, and she did not"				
		"Not from the area, but would recommend if he were ever to go back"		
	"Nothing, had a positive experience"			
"Not much to treat, the medics were very nice and very caring. Helpful."				
"They all deserve raises. The firemen were butting in while the patient was trying to talk to the medics"				
	"Faster ride to the hospital"			

GROUND AMBULANCE CUSTOMER COMMENTS

JUNE 2016

		"Response time was great they were very polite and courteous. They provided a great service"		
		"They were very communicative between themselves, very professional, and very analytical as to the best way to proceed."		
	"Free rides"	"I don't have insurance other than the VA. Hopefully they cover this one, because they didn't cover one of my others and it took me a long time to pay it off. I could pay \$60 for a cab, but of course you do your medic thing too. It's just a lot."		
"I ask them questions and they're always truthful and quick to respond"		"They saved my life. I died one time last December and I don't think I'd be here if they hadn't done what they did and got me to the hospital."		
"They were very knowledgeable, polite, compassionate, treated me and my daughter w/ dignity and respect"		"They charged \$600 to transfer her 5 blocks away. I think that was kind of crappy."		
"They were excellent"				
"They were very good all the way around, no complaints."				
"They were not able to get in an IV in the short trip. When they came in with the gurney, they tracked in mud."	"Just be able to put the IV in"	"Didn't have employee on board who could put in an IV"		
		"All was excellent"		
"Had to wait in the examining room in the ER for pain meds"	"Pain meds administered"			

GROUND AMBULANCE CUSTOMER COMMENTS

JUNE 2016

"Always appreciated their care, they are always very nice. Very attentive. Very caring."		"A-1 service"		
"Was just picked up and transported to the hospital. Was treated how he expected to be treated, but not really any work required."	"Wish ambulance could be replaced. It did not look or feel good."			
	"Listen to the patient better. If they are experienced and know the best place to put the IV, listen to them rather than having to poke them repeatedly."			
"Was not much that the medics did. He wanted the ambulance to get their quick and get him to the hospital, and that's what they did"				
"The medics were very nice, they got along very well"				
"There was not much for the medics to do. But everything that they did was very good."				
"They were a little confused because she slurs when she talks. Dr told them not to give medicine"				
	"Took care of him."			
"Always great, used several times."				
"Both legs ran over, took good care of her."	"Did really well, no room for improvement"			
"Listened, took care of him, got him there safely. Personable."	"Nothing he can think of. 1st time being in an ambulance, great experience."	"Quickly and efficiently"		
"Was driving, needed to get back on the road, some questions skipped. Made daughter feel comfortable and said it was the best experience they could have had."				
"Couldn't give her enough pain medicine in ambulance, but kept her comfortable."				
"No pain meds because of a doctor making a stupid decision and ruined it for everyone."				
"Very kind and courteous"				
"Just a transport"				
	"Nothing at all. It was all great, they were so nice and respectful."			

GROUND AMBULANCE CUSTOMER COMMENTS

JUNE 2016

"There wasn't anything the medics could do to relieve pain/discomfort"				
	"Nothing. Uses REMSA often, and they are always great."			
"Was only a transfer from one hospital to another."				
	"There is not much room for improvement -- they did great"			
	"They couldn't do a better job."			
	"Nothing, they were there within minutes. Took great care of him. It couldn't have been better"	"Great teamwork. Couldn't have been better"		
"Medics need to practice inserting needle for IV"	"Nothing -- except being better with the needle"			
		"Doesn't even remember company"		
"Doesn't remember most of the ride"				
"They were wonderful"		"Kinda high"		
"Treat them very well"	"Very efficient and caring. Very caring people."			
"Terrible at putting the IV in, tried 4 times."	"Medic should listen and not judge them because they were in the ambulance a week before. He only calls if it's an emergency"	"Medic asked if this was going to be a regular thing, very disrespectful. Had to be admitted for 8 days"	Stacie Selmi on 7/11/16	No update at this time.
	"Very satisfied with the whole experience"			
		"Doesn't live in the area, can't recommend"		
"Very good people"				
		"Too high"		
	"Usually does an IV, bad habit of doing it while the guy is driving over a rough area. Makes it unpleasant at best. Wait until at a stop sign or something similar."	"Always been happy with the ambulance service. Efficient and pleasant, helpful at the apartment as well as in the ambulance."		
"Everyone was proficient"	"Everything went as they were trained and as was planned"			

GROUND AMBULANCE CUSTOMER COMMENTS

JUNE 2016

"Listened, but during the wait for the plane, no one was communicating. More communication about treatment would have been nice."	"More communication. They didn't know what was going on waiting to go from the ambulance to the plane."			
"He had a big gash in his leg. Instead of bringing the gurney inside the house, which there was room for, they had him hop on one leg to the gurney."	"Try to be a little more personable with frightened children. Had to keep reminding EMTs to tell him what they were doing before they did it because he was very scared."		Stacie Selmi on 7/11/16	No update at this time.
"Very polite and professional"				
"Once sugar started back up, started remembering."		"Excellent. Thank you to the boys were that helped him, let them know he's still here"		
"Excellent with everything, impressed and very pleased. Young men were wonderful. Very sweet and gentle."				
"Couldn't get IV in because she was so dehydrated"	"They did very well."			
"Caring, great people, courteous, compassionate and understanding"		"Both very polite and understanding."		
	"Did really good, will recommend them to anyone"			
	"Nothing, the guys were so confident and caring. For a terrible experience, they made it a good one"			
"The male medic was horrible"	"Get a different medic. Have some education on chronic low back pain. Has had 5 lower back surgeries and the medic did not know what to do. They need education and to be empathetic towards patients"	"Would not ever call REMSA again."	Stacie Selmi on 7/11/16	No update at this time.
	"Nothing, they were perfect"			
	"Nothing. They were well trained, caring, and efficient."			
	"Couldn't do better. Drove him all the way to San Francisco"			
	"They just did beautiful. Medic even came to check on her in her room in the hospital"			

GROUND AMBULANCE CUSTOMER COMMENTS

JUNE 2016

	"They couldn't have been better. Has had this same crew two times now, and both times they've been great"			
"Was delusional, so cannot answer all questions, but had no problem with anyone. What can be remembered was good"	"Nothing - from what is remembered, they did well"			
	"Be a little more understanding even if it isn't believed that ambulance service is needed."		Stacie Selmi on 7/11/16	No update at this time.
	"Everything was handled very professionally. They were caring and compassionate. Couldn't do better."			
	"They were excellent the whole time. All the way around, could not have been better"			
"Was only a transfer from the hospital. Didn't even need medics, but they were all nice and it was fine"	"Nothing"			
	"Just send the same two kids -- they were very nice , professional , and skilled. It made a traumatizing experience much more bearable."			
"Just transported his son from the hospital. They were great."	"Nothing. They did great."			
	"Did not see anything wrong with the service provided. They were great."			
		"They're so great-- recommends them to everyone"		
"Tripped on the curb and couldn't control bleeding. Medics came right away and were very helpful and got him to the hospital."	"Nothing. Very satisfied with the service."			
	"Nothing"			
	"The suspension on those ambulances are terrible, so I would have taken a different route, but they got me there alive"			

REMSA

PENALTY FUNDS DISTRIBUTION

JUNE 2016



Regional Emergency Medical Services Authority

A non-profit community service using no tax dollars

REMSA 2015-16 PENALTY FUND RECONCILIATION AS OF JUNE 30, 2016

2015-16 Penalty Fund dollars accrued by month

<u>Month</u>	<u>Amount</u>
July 2015	\$6,444.90
August 2015	5,222.22
September 2015	6,004.02
October 2015	7,258.50
November 2015	5,749.50
December 2015	6,440.34
January 2016	5,772.18
February 2016	6,158.58
March 2016	5,776.74
April 2016	4,308.72
May 2016	3,554.22
June 2016	3,449.70
Total accrued as of 6/30/2016	\$66,139.62

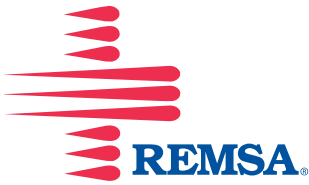
2015-16 Penalty Fund dollars encumbered by month

<u>Program</u>	<u>Amount</u>	<u>Description</u>	<u>Submitted</u>
Child Safety	\$7,727.94	500 Coaches First Aid Kits	March-16
Search And Rescue (SAR)	895.00	Extreme SAR Drysuit	March-16
Search And Rescue (SAR)	229.95	Rapid Rescuer PFD	March-16
Search And Rescue (SAR)	69.95	ATB Wetshoe	March-16
Search And Rescue (SAR)	33.75	Co-Pilot Knife	March-16
Child Safety	8,831.00	100 Graco Portable Cribs	April-16
Search And Rescue (SAR)	1,500.00	Wildland Fire Shelter	May-16
Search And Rescue (SAR)	3,007.90	10 Garmin GPS Units	May-16
Search And Rescue (SAR)	4,284.04	10 Conterra Survival and Medical Gear Backpacks	May-16
Search And Rescue (SAR)	3,756.26	10 Back Country Access Avalanche Kits	May-16
Search And Rescue (SAR)	6,037.96	4 Bendix King P25 Handheld Radios	May-16
Search And Rescue (SAR)	1,770.36	10 Back Country Helmets	Jun-16
Search And Rescue (SAR)	875.83	Wild Fire Medic Packs	Jun-16
Search And Rescue (SAR)	2,399.50	10 Back Country Snowshoes	Jun-16
Search And Rescue (SAR)	3,590.00	10 Protech Fire-Rescue Harness	Jun-16
Tactical Emergency Medic (TEMS)	9,639.24	20 Hard Armor Ballistic Vest Plates	Jun-16
Tactical Emergency Medic (TEMS)	11,490.94	10 Ballistic Helmets	Jun-16
Total encumbered as of 6/30/2016	\$66,139.62		
Penalty Fund Balance at 6/30/2016	\$0.00		

REMSA

PUBLIC RELATIONS REPORT

JUNE 2016



June 2016 Public Relations Report

District Board of Health

MEDIA COVERAGE

Dry Drowning – *KRNV*

Hands-Only CPR at Squeeze In – *KOLO*

EMS Week Awards – *NNBW*

ACE Accreditation – *NNBW*

REMSA Dispatch Center Earns Reaccreditation – *RGJ*

REMSA Receives Lifeline Recognition – *NNBW*

Babies Safe After Crash Because of Properly Installed Seat – *KOLO*



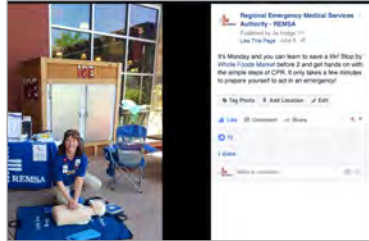
Weekly Safety Tips – distributed via Nevada Business Magazine and social media

Camping Safety

Hiking Safety

Not Even for a Minute

SOCIAL MEDIA FEATURES AND CELEBRATIONS



CPR Week

REMSA recognized National CPR and AED Week – June 1 through 7 – with hands-only CPR demonstrations around Reno and Sparks. Community members were asked if they knew how to respond to sudden cardiac arrest and were then taught how to effectively administer hands-only CPR. Demonstrations around town included the Farmers Market at The Summit, Squeeze In and Whole Foods.

Lifeline Award

REMSA has been awarded the American Heart Association's Mission: Lifeline EMS Silver Award for implementing quality improvement measures for the treatment of patients who experience heart attacks. REMSA is the first emergency medical services provider in northern Nevada and the only private EMS provider in the state to achieve this award. The Mission: Lifeline Silver Award is the highest designation that can be awarded for an organization's first submission to the American Heart Association. The next level of achievement, a Gold Award, can be earned only on a second or subsequent submission. A celebration event was held and the achievement was promoted on Facebook.

Emergency Medical Dispatch Center Reaccreditation

REMSA earned reaccreditation as an Emergency Medical Dispatch Accredited Center of Excellence (ACE) from the Board of Accreditation of the International Academies of Emergency Dispatch (IAED). REMSA retains the distinguished honor of being the 54th Emergency Medical Dispatch Accredited Center of Excellence in the world. An ACE accreditation is the highest distinction in 9-1-1 emergency communications services. There are only 147 accredited centers around the world. In 2001, REMSA was the first in the state of Nevada to be accredited and was the state's only ACE dispatch center until 2015; they remain one of only three in the state and will maintain this accreditation through 2019.



**UPDATE TO THE BOARD
WASHOE COUNTY DISTRICT BOARD OF HEALTH
MEETING DATE: JULY 28, 2016**

TO: District Board of Health
FROM: Don Vonarx, Chief Operations Officer, REMSA
(775) 858-5700, dvonarx@remsa-cf.com
SUBJECT: Update on the implementation of the revised REMSA franchise response map

SUMMARY

The purpose of this update is to provide information on the progress on the implementation of the revised REMSA franchise response map effective July 1, 2016.

PREVIOUS ACTION

The revised REMSA franchise response map was presented to the District Board of Health (Board) on January 28, 2016 for final approval, after a recommendation from the Emergency Medical Services Advisory Board. On February 25, 2016 implementation plan options were presented to the Board and the Board approved an implementation plan that includes the possible use of exemptions for late calls in the “upgraded” regions of the response map during the first two months of operation.

UPDATE

Following the approval of the implementation plan presented by the Director of Epidemiology and Public Health Preparedness, REMSA began extensive preplanning using historical data to ensure a seamless implementation. REMSA’s data analyst completed a review of all service areas including the new zones and new staffing model. Based off the analysis, deployment plans were implemented to ensure proper coverage in all areas.

Beginning April 17, 2016, REMSA added an addition five Advanced Life Support (ALS) unit shift lines and two Intermediate Life Support (ILS) transfer unit shift lines to the system in preparation for expanded coverage needs in many areas identified by the mapping process. The additional ALS units have assisted in covering new post locations in South Reno and Spanish Springs as well as the urban areas of the system. The additional ILS transfer units have absorbed over 60% of the inter-facility transfer needs in the region, making ALS resources more readily available for 911 system calls and transports. Based on continuous monitoring, a third additional ILS unit shift line was added to the system in July 2016 to help with the increasing inter-facility transfer demand.

Subject: Response Zone Map Update

Date: July 28, 2016

Page 2 of 2

The extensive preplanning and implementation of additional resources to match the need of the new zones has proven to be successful. To date, there has been no need to request implementation exemptions in the new coverage areas. Additionally, compliance standards for all zones are being met above the amended and restated franchise for ambulance service requirements.

In addition to implementing a revised response map, increasing coverage areas, deploying additional resources, and providing appropriate resources to low acuity calls, REMSA has signed a new mutual aid agreement with Truckee Meadows Fire Protection District as of July 1, 2016. REMSA is also in the process of completing a mutual aid agreement with Reno Fire Department and an update to the North Lake Tahoe Fire Protection Districts agreement to ensure local coverage of the region during large-scale events.

We anticipate having more details after completing an entire month of implementation and fully analyzing our efforts to meet the requirements of the revised franchise response zone map.

DD	RT	-
DHO		KD
DA	NA	-
Risk	NA	-

STAFF REPORT
BOARD MEETING DATE: July 28, 2016

TO: District Board of Health
FROM: Christina Conti, EMS Program Manager
 775-326-6042, cconti@washoecounty.us
Subject: Regional Emergency Medical Services Advisory Board July Meeting Summary

The Regional EMS Advisory Board (Board) held its quarterly meeting on July 7, 2016. Below is a summary of the main items discussed.

- **Updates to the EMSAB:** The Board heard updates on several projects the EMS Oversight Program (Program) is working on, to include the completion of the Regional Medical Surge Plan, a Disaster Behavioral Health tabletop exercise, the planning for a full scale hospital evacuation exercise, the initial steps for a Police component to the MCI plan, and a presentation to the Prehospital Medical Advisory Committee on possible initiatives to improve the regional EMS system.
- **Presentations to the EMS Advisory Board:** The Board recognized Chief Brown (retired) and Chief Garrison (retiring in September) for their years of service to the community. Additionally, the Board received an update on the current revisions the State Health Division is proposing to the NAC 450B and the development of NAC 629.400-490.
- **Conferences attended by the EMS Oversight Program:** Members of the Oversight Program attended national level trainings in FY 15-16 and presented information on the conference, to include possible ideas for regional implementation.
- **EMS Oversight Program Quarterly Data Submission by Fire Agencies:** The Board heard an update by the Program Statistician regarding identified data discrepancies within the three political jurisdictions and recommendations to address data anomalies. Staff requested direction for (1) reconciling the data as well as (2) direction on future data reports. The Board approved the Program to receive EMS and EMS-related call data from the fire departments from both the CAD and Fire RMS data bases. The Board approved the Program to use the specific jurisdictional identified response goals but did not approve a regionally identified measurement.
- **Clarification of the Northern Border for the REMSA ambulance franchise area:** The Program brought a clarification item to the Board regarding the REMSA ambulance franchise area boundary. The northern border is proposed to be expanded beyond the “rural fire boundary” and include a franchise response to the Palomino Valley community. The

Board approved the presentation and recommended the Program bring this item to the District Board of Health for approval.

- **CAD-to-CAD update:** The Board received an update on the progress of the CAD-to-CAD interface between the Public Safety Answering Point (PSAP) and REMSA dispatch center. Through agency comment it was shared that the City of Reno obtained a new scope of work from Tiburon and was currently waiting for feedback regarding if each jurisdiction was required to have a contract or if the contract with Reno would suffice. Following the meeting, Program staff provided City of Reno staff the workgroup information to ensure continuity of regional efforts with the workgroup upon approval of the contract.
- **5-Year Strategic Plan:** The Board was provided an update on the regional 5-year strategic plan. Discussion included whether the Program anticipated any items not reaching consensus prior to a final draft being presented to the Board in October. The Board directed Program staff to advise the Managers of any impasses prior to the October Board meeting.

STAFF REPORT

MEETING DATE: July 28, 2016

TO: District Board of Health

FROM: Christina Conti, EMS Program Manager
775-326-6042, cconti@washoecounty.us

SUBJECT: **Discussion and possible approval of immediate implementation of a northern boundary clarification of the Washoe County REMSA ambulance franchise service.**

SUMMARY

The purpose of this agenda item is to provide clarification on the northern border of the Washoe County REMSA ambulance franchise service area. Consensus has been reached inside the franchise service area.

PREVIOUS ACTION

On May 22, 2014, the DBOH approved the Amended and Restated Franchise Agreement for Ambulance Service. In this agreement, the Franchise service area is defined as including all of Washoe County with the exception of the Gerlach volunteer ambulance service area and the North Lake Tahoe Fire Protection District.

During the March 2015 EMS Advisory Board (EMSAB) meeting, as part of the program update, staff reviewed a meeting held on February 23, 2015 between EMS personnel, the District Health Officer, and REMSA staff. The purpose of the meeting was to discuss the franchise service area and propose changes to the response map.

EMSAB members recommended a meeting with regional partners to discuss the proposed changes. The recommended changes to the map included Sparks special zone 5.1 as well as the Mount Rose corridor. The EMS Oversight Program held multiple meetings to develop a project charter that was presented to the EMSAB in June 2015. Board members approved the project charter that outlined the process for revising the response zones within the Washoe County REMSA ambulance franchise service area.

EMSAB members approved a presentation on the revision process during the October 23, 2015 meeting.

EMSAB approved the draft map of the Washoe County REMSA ambulance franchise service area on January 7, 2016 and recommended staff present the map to the District Board of Health (DBOH).

The DBOH approved the map of the Washoe County REMSA ambulance franchise service area on January 28, 2016.

The DBOH approved an implementation date of July 1, 2016 of the revised response zones within the Washoe County REMSA ambulance franchise service area on February 25, 2016.

The EMSAB heard an update regarding the clarification of the northern border of the REMSA franchise service area on July 7, 2016. The EMSAB approved the clarification and directed staff to present to the District Board of Health.

BACKGROUND

In June 2015, Chief Gooch asked the EMS Oversight Program to help him find the boundaries for the Gerlach Volunteer Fire Department (GVFD) response area. EMS staff worked with County and State departments to find documentation for the service area of GVFD. There were two possibilities identified as potential methods to define the response area for GVFD: the routing of the 911 calls and the rural fire boundary.

In December 2015 the volunteers of GVFD collectively resigned. This prompted a request in March 2016 from DBOH Board member, Dr. Hess, who asked for an agenda item that discussed the emergency medical services and transport for the Gerlach area and Northern Washoe County. In response, the EMS Oversight Program asked Washoe County GIS to provide a map that showed the response areas for the four EMS transport agencies in Washoe County. GIS produced a map that had a Rural Fire Boundary; this boundary indicated that everything north was the GVFD response area. The rural fire boundary also matches the ESN lines. It has been explained that this boundary was established by the tax district that supports the Truckee Meadows Fire Protection District response area (township 22).

The EMS Program Manager and EMS Coordinator drove the identified region on May 16, 2016. The area is on Winnemucca Ranch Road, in Palomino Valley. From research conducted, the area that has citizen homes is south of Grass Valley Road. The REMSA static post in Spanish Springs is approximately 17.1 miles from the farthest house on Grass Valley Road. A partner agency, Pyramid Lake Fire Rescue, has a static post in Sutcliffe. That station is 17.0 miles from the farthest house on Grass Valley Road.

The EMS Program Manager put together information for Emergency Manager Aaron Kenneston and County Manager John Slaughter to discuss the ambulance response to this area. The questions asked were, (1) is this believed to be a GVFD response area and (2) does it make sense to extend the ambulance franchise area to cover those citizens? Emergency Manager Kenneston and Manager Slaughter agreed that the area is the Gerlach response area, and it is not a best practice to have the Palomino Valley citizens have a primary EMS response from the GVFD.

REMSA was approached and is willing to have this region become part of the franchise response area. REMSA communicated with Emergency Manager Kenneston and will be responding to EMS calls within this region until the boundary is clarified. Therefore, it was concluded that the northern boundary should be discussed with the EMS Advisory Board to obtain approval and a recommendation to bring the boundary to the DBOH for approval and immediate implementation.

The EMSAB heard an update on the northern border. Staff reviewed a PowerPoint presentation outlining the area impacted by the “rural fire boundary” and recommended the community of Palomino Valley be covered within the REMSA franchise area. The EMSAB approved the presentation and directed staff to present to the District Board of Health for approval.

FISCAL IMPACT

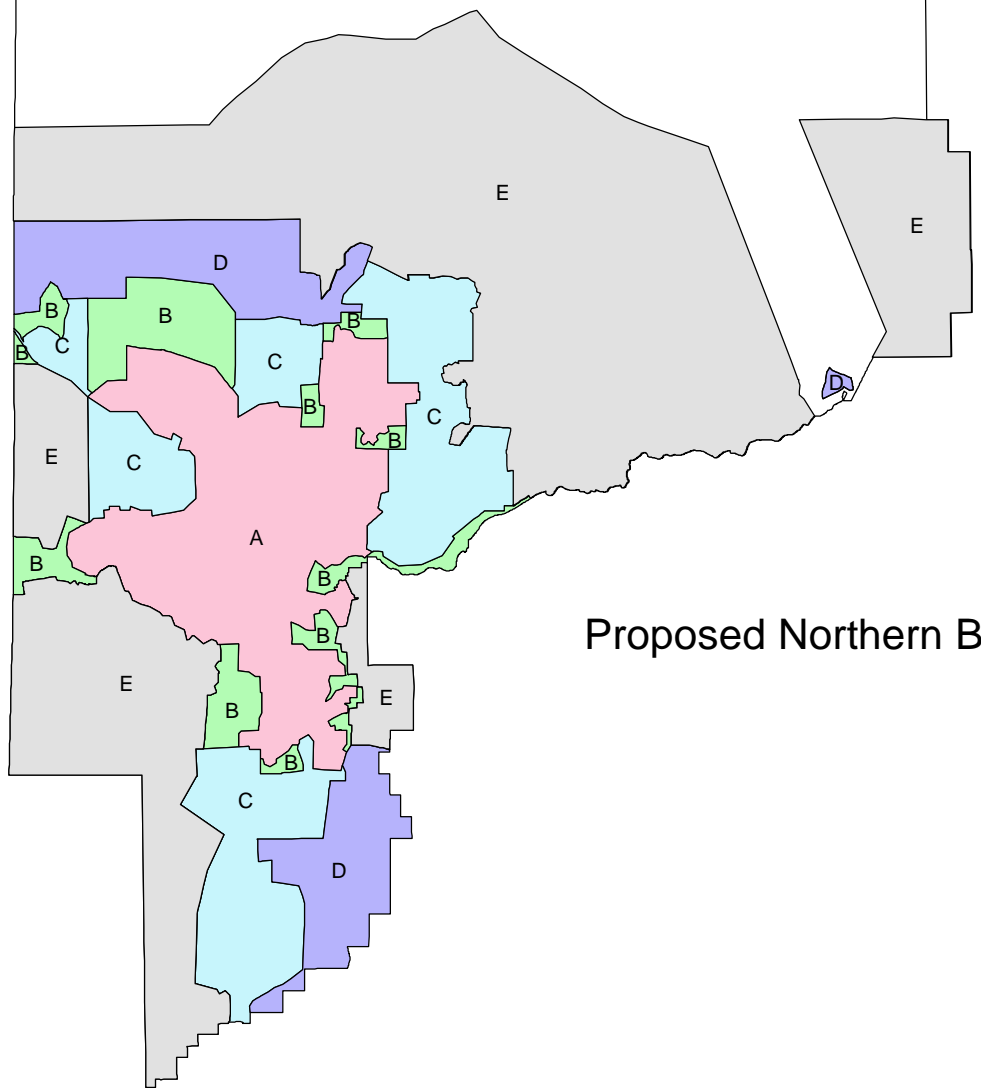
There is no additional fiscal impact should the District Board of Health approve the clarification of the northern border of the Washoe County REMSA ambulance franchise service area.

RECOMMENDATION

Staff recommends the Board approve and immediately implement the northern boundary clarification of the Washoe County REMSA ambulance franchise service area.

POSSIBLE MOTION

Should the Board agree with staff’s recommendation, a possible motion would be: “Move to approve and immediately implement the northern boundary clarification of the Washoe County REMSA ambulance franchise service area.”



Proposed Northern Boundary

Staff Report
Board Meeting Date: July 28, 2016

TO: District Board of Health
FROM: Kevin Dick, District Health Officer
775.328.2415, kdick@washoecounty.us
SUBJECT: Discussion and Possible Adoption of Amended Board Bylaws and Proposed Rules, Policies and Procedures.

SUMMARY

Staff developed for introduction Amended Board Bylaws and proposed Rules, Policies and Procedures, for discussion, direction and potential future action at the July 2016, DBOH meeting.

District Health Strategic Objective supported by this item: Strengthen District-wide infrastructure to improve public health and strengthen WCHD as an innovative, high- performing organization.

PREVIOUS ACTION

District Board of Health Procedural Policies (Policies) were adopted November 17, 1993 and revised in 1995, 1998 and 2000. Click the following link to access the document: https://www.washoecounty.us/health/files/district-board-of-health/dboh_procedural_policies.pdf

District Board of Health Bylaws, Rules and Regulations (Bylaws) were adopted February 28, 1990 and revised in 1998, 2003 and 2006. Click the following link to access the document: https://www.washoecounty.us/health/files/district-board-of-health/dboh_bylaws.pdf

BACKGROUND

The Policies and Bylaws documents that guide the DBOH were developed decades ago and require updating.

Staff reviewed documentation developed to guide other governing boards and developed the proposed compilation of Rules, Policies and Procedures (RPPs) for the Board's consideration.

A draft of the proposed Rules, Policies and Procedures (RPPs) was presented to the Board on April 28, 2016. The Board took no action but requested that staff, with Dr. Hess' input, divide the RPPs into separate governing and procedural documents and bring them back for review.

During the June 23, 2016 DBOH meeting, Dr. Hess introduced the proposed Bylaws and proposed Rules, Policies and Procedures for possible adoption at the July, 2016 meeting.

FISCAL IMPACT

There will be no additional fiscal impact to the FY17 budget.

Subject: Proposed Rules, Policies and Procedures

Date: July 28, 2016

Page 2 of 2

RECOMMENDATION

Staff recommends the Board provide input as to whether they are satisfied with the Amended Board Bylaws and proposed Rules, Policies and Procedures, and to either adopt them as written or adopt them with changes proposed.

POSSIBLE MOTION

Possible motions could be “Move to adopt the Amended Board Bylaws and proposed Rules, Policies and Procedures as written.”

Or

Move to adopt the Amended Board Bylaws and proposed Rules, Policies and Procedures with the following changes or additions [*changes proposed*].”

BYLAWS
OF THE WASHOE COUNTY DISTRICT BOARD OF HEALTH

ARTICLE I

NAME

The name of this organization shall be the Washoe County District Board of Health, hereinafter referred to as “District Board of Health”.

ARTICLE II

OBJECT

The object of the District Board of Health shall be set forth under Chapter 439 of the *Nevada Revised Statutes* and the *Interlocal Agreement Concerning The Washoe County Health District*.

- 2.1 The District Board of Health shall protect and promote the public health and the environment within the health district through the abatement of nuisances, the regulation of sanitation and sanitary practices; the sanitary protection of water and food supplies, and the suppression and control of contagious or infectious diseases.
- 2.2 The District Board of Health shall be responsible for assessment, monitoring, and surveillance of health district’s health problems and needs of resources for dealing with them.
- 2.3 The District Board of Health shall be responsible for policy development and leadership that foster local involvement and a sense of ownership, that emphasize health district needs, and that advocate equitable distribution of public resources and complementary private activities commensurate with health district needs.
- 2.4 The District Board of Health shall be responsible for assurance that high quality services needed for the protection of public health within the health district are available and accessible to all persons.

ARTICLE III

MEMBERS

The members of the District Board of Health shall be set forth under Chapter 439 of the *Nevada Revised Statutes* and the *Interlocal Agreement Concerning The Washoe County Health District*.

- 3.1 The District Board of Health shall consist of two members from each county, city or town which participated in establishing the health district, to be appointed by the governing body of the county, city or town in which they reside, together with one additional member to be chosen by the members so

appointed. Washoe County Board of County Commissioners, Reno City Council and Sparks City Council shall each appoint two members of the District Board of Health, only one of who shall be an elected member of the governing body.

- 3.2 The additional member of the District Board of Health shall be a physician licensed to practice medicine in Nevada.
- 3.3 If the members of the District Board of Health appointed by Reno, Sparks and Washoe County fail to choose the additional member within 30 days after the term of the additional member becomes vacant or expires, that member may be appointed by the State Chief Medical Officer.
- 3.4 Members of the District Board of Health shall serve four-year terms. Each member may be re-appointed in the same manner as their original appointment to serve not more than two additional terms. Upon the expiration of this term of office, a member shall continue to serve until his/her successor is appointed and qualifies. When a person appointed to the District Board of Health as a member of the governing body of Reno, Sparks or Washoe County no longer qualifies as a member of that governing body, his/her term of office on the District Board of Health expires and a vacancy automatically occurs. That vacancy shall be filled in the same manner specified in Section 3.1.

ARTICLE IV OFFICERS

- 4.1 Titles. The officers of the Board shall be:
 - a. Chair, who shall preside at all meetings, maintain order, call special meetings as they are needed, appoint committees, and generally represent the Board.
 - b. Vice Chair, who will perform all of the Chair's functions in the absence of the Chair.
 - c. The District Health Officer shall be the chief executive officer of the Health District and Secretary (non-voting), to the District Board of Health who shall maintain the Board records. The District Health Officer shall be appointed by the Board in accordance with NRS 439.400 (2) and the Interlocal Agreement establishing the Health District.
- 4.2 Election of Officers.
 - a. During even-numbered years, the December Board meeting shall include on the agenda the election of officers.
 - b. The Chair and Vice Chair will take office at the meeting held the following January.
- 4.3 Terms of Office.
 - a. Each officer of the Board shall be elected by the Board and shall serve for two years or until their successor is elected and takes office.

ARTICLE V
MEETINGS

- 5.1 All meetings of the District Board of Health are subject to the provisions of the *Nevada Open Meeting Law*.
- 5.2
- a. Regular meetings shall be scheduled at least once each month. Regular meetings will normally convene on the fourth Thursday of the month at 1:00 p.m., in the Board of Commission Chambers, or other properly noticed location identified by the Chair. In the months of November and December, the meetings will be scheduled on the third Thursday.
 - b. Should the regular meeting date fall on a holiday or conflict with a special event within the complex or at a neighboring facility, the meeting may be held on an alternate date and/or at an alternate meeting facility as determined by the Chair.
- 5.3 Special meetings may be called by the Chair or by other Board members and shall be called upon written notice. The purpose of the meeting shall be stated in the notice. Except in cases of an emergency, as defined in Chapter 241 of the Nevada Revised Statutes, at least three working days advance notice shall be provided to the public and the Board.
- 5.4 Four members of the District Board of Health shall constitute a quorum.

ARTICLE VI
COMMITTEES AND ADVISORY BOARDS

- 6.1 The following hearing and advisory boards shall act as advisors to the District Board of Health. The object of these hearing and advisory boards shall be as set forth in the Statutes, regulations, resolutions, or agreements authorizing their creation.
- a. An Air Pollution Control Hearing Board in accordance with NRS 445B.275.
 - b. A Sewage, Wastewater and Sanitation Hearing and Advisory Board, In accordance with Regulations Governing Sewage, Wastewater, and Sanitation Section 170.
 - c. A Food Protection Hearing and Advisory Board, In accordance with Regulations Governing Food Establishments 190.600.
 - d. An Emergency Medical Services Advisory Board in accordance with the 2014 Interlocal Agreement for Emergency Medical Services Oversight.
 - e. Such other committees, standing or special, as deemed necessary by the District Board of Health to carry on its work shall be appointed in a duly noticed public meeting.
- 6.2 The Chair shall be ex-officio member of all committees.

- 6.3 All committee meetings shall be noticed and conducted in accordance with the *Nevada Open Meeting Law*.

ARTICLE VII

RECORDS AND DOCUMENTS

- 7.1 Minutes and Audio/Video Recordings.
- a. All approved minutes, including items presented at the meetings as part of public record pertaining to the work of the Board shall be kept in safe, orderly files maintained under the supervision of the District Health Officer. Said records shall be accessible to the members of the Board and to the public as required by Nevada Revised Statutes and Washoe County's Public Records Policies and Procedures.
 - b. All audio and video recordings pertaining to the work of the Board shall be kept in a safe, orderly location maintained under the supervision of the District Health Officer. Said records shall be accessible to the members of the Board and to the public for one year and then may be destroyed pursuant to Nevada Revised Statutes.
 - c. The District Health Officer shall provide a Recording Secretary for each meeting who shall be responsible for preparing a written record of the meeting. Said minutes will bear the name of and be executed by the Recording Secretary.
 - d. Copies of unapproved minutes of the past regular meeting, or meetings, shall be furnished to the Board members in advance of a regular meeting.

ARTICLE VIII

AMENDMENT OF BYLAWS

These bylaws may be amended at any regular meeting of the District Board of Health by a two-thirds vote, provided that the amendment has been submitted in writing at the previous regular meeting.

Effective, September 23, 1998
Amended February 26, 2003
Amended March 23, 2006
Proposed for amendment July 28, 2016

Washoe County District Board of Health
RULES, POLICIES AND PROCEDURES

Adopted

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Article 1 DEFINITIONS AND GENERAL POLICIES

1.1 Definitions. The following words have the following meanings for purposes of these rules, policies and procedures:

- a. **District** means the Washoe County Health District or the department designated by the Interlocal Agreement Concerning the Washoe County Health District signed by Reno, Sparks and Washoe County.
- b. **Interlocal Agreement** means the Interlocal Agreement Concerning the Washoe County Health District signed by Reno, Sparks and Washoe County on August 26, 1986 and amended by the Amendment to the Interlocal Agreement Concerning the Washoe County District Health Department signed by Reno, Sparks and Washoe County and having an effective date of August 24, 1993.
- c. **District Health Officer** means the District Health Officer of the Health District, or his/her designee.
- d. **General Business matter** includes taking action on general business items and procedural matters such as election of officers, appointment of committees, ceremonial or administrative resolutions, and amendments to these rules.
- e. **Board Determines Rules, Policies and Procedures.** The Washoe District Board of Health, under State statute and by the Interlocal Agreement, has the responsibility for policy development and leadership that fosters local involvement and a sense of ownership, that emphasizes health district needs, and that advocates equitable distribution of public resources and complementary private activities commensurate with health district needs.

1.2 Duties and Responsibilities.

- a. POLICY
 - i Members of the Board shall keep themselves informed on health laws, policies, procedures and trends in public health, and ethics laws of Nevada.
 - ii The seven Board members shall represent the best interests of the citizens of and visitors to Washoe County.
 - iii Board members shall endeavor to provide questions on agenda items to the managers or staff of the District prior to the meeting on which the agenda item is scheduled (24 hrs. when possible).
- b. RULE
 - i Members shall be prompt and diligent in attendance.

1.3 Communications outside of public hearings or meetings.

- a. POLICY. General: Members should avoid ex parte communications (i.e., private communications outside a public meeting with interested parties not employed as Health District staff) and limit any communication to matters not coming for appeal before the Board.
- b. RULE
 - i. A Board member will disclose on the record any ex parte communication and any relevant information pertaining thereto on matters before the Board for decision.
 - ii. Members shall not solicit, offer, or accept any offer for any business relationship or arrangement with any interested party. Any preexisting,

ongoing or expected business relationship with any interested party must be disclosed and may be grounds for abstention under NRS Chapter 281A.

1.4 Ethical Principles for Board Conduct; Disclosures and Abstentions.

a. POLICY

i. The Board is governed by Nevada’s ethics laws, including NRS Chapter 281A

b. RULE

i. Potential Conflicts of Interest. In connection with matters coming before the Board, NRS 281A.420 discusses three circumstances where disclosure and abstention may be required. These three circumstances include when a Member

- has accepted a gift or loan,
- has a significant pecuniary interest, or
- would reasonably be affected by the Member’s commitment in a private capacity to the interests of another person in connection with the matter.

In any of those circumstances, the Member should check current statutes and rulings of the Nevada Board on Ethics to determine what disclosures should be made and when abstention is warranted. If disclosure is required, it should be made before the matter is discussed by the Board, and at that time the Member must also discuss whether or not he/she is abstaining, and why. If abstaining, it is not necessary to leave the room during deliberation and vote, but the Member should leave his/her seat at the dais until after the vote.

If a Member has an ownership or pecuniary interest in an item being considered, the Member must abstain but may address the Board to discuss facts about the proceeding but must not ask, advocate or give any reasons for or against a vote.

Article 2 VOTING

2.1 Voting.

a. Unless otherwise provided by bylaws, code or statute, all matters and motions may be resolved by a majority of votes of those present at the meeting.

2.2 Motions to reconsider. A motion to reconsider any action taken by the Board may be made only during the meeting at which the action was taken or at the next regularly scheduled meeting. A motion to reconsider must be made by a Member who voted on the prevailing side of the motion being reconsidered, but a motion to reconsider may be seconded by any member of the Board. A previous motion failing by virtue of a tie vote may be reconsidered upon motion of any Member. If a motion for reconsideration relates to an item requiring legal notice, only the motion itself shall be debated and, if passed, reconsideration of the item continued to a future date to allow for the provision of legal notice.

Article 3 MEETINGS

3.1 Rules

a. The Board is a public body and must comply with the laws of Nevada regarding public and open meetings, including NRS Chapter 241 (the “open meeting law”)

- b. All meetings of the Board will be held in accordance with the open meeting law.

3.2 Agenda

- a. Items scheduled on the regular Board agenda shall ordinarily be limited to those matters that have prior staff review and are in a form suitable for Board action. . The District Health Officer will list the matters according to the order of business and furnish a copy of the agenda with background materials prior to the Board meeting to each member of the Board, the District Attorney, and Division Directors. No item may be submitted to the Board, except through the District Health Officer.
- b. In establishing the agenda, the District Health Officer may vary the order of business set forth in Section d by grouping items involving related subject matter or the same personnel, regardless of whether the items are public hearings, action items or informational items.
- c. The draft agenda is not considered final until approved by the Chair.
- d. Order of Business. Regular meetings shall be conducted substantially in the following order:
 - 1. *Roll Call and Determination of a Quorum
 - 2. *Pledge of Allegiance
 - 3. *Public Comment
 - 4. Approval of Agenda
 - 5. Approval of Minutes
 - 6. Recognitions
 - 7. Proclamations
 - 8. Consent Items
 - 9. Public Hearings
 - 10. Business Items
 - 11. *Staff Reports and Program Updates
 - 12. Board Comment
 - 13. *Public Comment
 - 14. Adjournment

Asterisks (*) are used to denote non-action items. Agenda headings will be modified to correctly indicate whether or not an item is an action (no asterisk) or a non-action action (*).

3.3 Continued Items.

- a. The Board may vote to grant a continuance on an agendized item upon request of a Member, and, in addition, in the case of an Appeal, the Appellant. If the Board decides to continue an item, the Chair shall first ask if anyone in the audience wishes to testify on the matter even though it may be continued to another date, time and location certain.

- 3.4 General Expectations of Members During Meetings.
- a. Members shall treat each other and all persons at a meeting with respect before, during and after the meeting. The decorum rules stated below apply to Members as well as members of the public, and a Member may be removed by the Chair for disruptive conduct.

3.5 Meeting Decorum; Removal for Disruptive Conduct.

- a. Meetings of the District Board of Health are limited forums for the governmental purpose of making health policies and decisions for the community in accordance with its duties under state and local law. That governmental purpose is efficiently accomplished only when the process established by law is followed and all participants in a meeting conduct themselves within the limits established and with decorum, civic responsibility, and mutual respect.
- b. It is the intent of the Board to maintain the highest level of decorum. The Chair is authorized to take appropriate actions to maintain such decorum to include declaring recesses, admonishing speakers and other remedies set forth below.
- c. The viewpoint of any speaker will not be restricted, but reasonable restrictions may be imposed upon the time, place, and manner of speech at the meeting. Remarks which are irrelevant, impertinent, unduly repetitious, or which contain personal attacks, implied or actual threats, fighting words, or profanity are not consistent with efficiently accomplishing the governmental purpose.
- d. The Chair may remove (with or without warning) any person who willfully makes the kind of remarks described above or engages in other disorderly conduct, if such remarks or conduct makes the orderly conduct of the meeting impractical.

3.6 Public Hearings or Individual Agenda Items.

- a. The following rules apply to persons speaking during public hearings or individual agenda items (as opposed to speaking during general public comment periods).
 - i. Public hearings and receiving public input during individual agenda items are part of a governmental process and, in order to efficiently pursue that process, persons addressing the Board during such items are to speak only to the topic being considered. Irrelevant or overly repetitions comments by the same person delays and disrupts the process.
 - ii. Speakers must sign and deliver to the Recording Secretary a “Request to Speak” form.
 - iii. The Chair shall determine the order of speakers.
 - iv. Public comment and presentations for individual agenda items are limited as follows: fifteen minutes for appellant presentations, five minutes for a speaker representing a group, and three minutes for individual speakers unless extended by questions from the Board or by action of the Chair.
 - v. The speaker will also be encouraged to limit his/her comments regarding the background of the topic. When speakers have exceeded the allotted time, the Chair will endeavor to remind them that they have gone past the recommended time limits and request they conclude their remarks. The Chair

may rule the speaker out-of-order should the speaker not obey the Chair's admonition.

- vi. Alterations to the above time limits may be permitted by the Chair in the following circumstances.
 - a. All public testimony. The Chair may modify speaker time limits for all public testimony during any item and will announce the modification at the beginning of the agenda item, if possible, or as soon as is practicable during the agenda item. The modified time limits will remain in effect only for that specific agenda item.
 - b. Individual time limits for public speakers. The Chair may adjust individual speaker time limits to accommodate questions by Members
 - c. Appellants and amicus organizations. Appellants or his/her representative, or a person representing an amicus group (a group with special knowledge or interest in the agenda item who desires to testify as a friend of the Board) may notify Department staff 24 hours prior to the start of a noticed meeting at which action may be taken that a longer time is requested to make a presentation. When making the notification, an approximate amount of time needed to make the presentation must be provided. The department will notify the Chair, who has the discretion to grant, modify, or deny such a request at the beginning of the agenda item.
 - d. During individual presentations by appellants, or amicus organizations, the Chair may adjust the time limit to accommodate questions by Members or if the Chair believes that extra time is essential to a complete presentation of probative and non-repetitive information.

3.7 Procedures for Individual Agenda Items.

- a. General Principles. These rules are intended to promote consistency and efficiency, maximize public input, and afford the appropriate amount of due process in the conduct of meetings of the Board. These rules apply to all proceedings before the Board.
- b. Consent Agenda.
 - i. The consent agenda may be used for matters which need not be individually discussed and acted on and may be more efficiently handled on a block vote. Examples of items typically handled on the consent agenda are Air Quality Management cases that have not been appealed, budget amendments, interlocal agreements, contracts and acceptance of donations.
 - ii. Items which require a public hearing shall not be placed on the consent agenda.
 - iii. When announcing the Consent agenda, the Chair shall ask for and allow public comments on any item. Any Member may ask for removal of an item from the consent agenda and it shall be removed and handled as a general business item under Rule C(9)(c). Otherwise, consent agenda items may be voted on as a block.

- c. Motions.
 - i. Motions must be seconded before acceptance or debate. If a motion is not seconded, it is considered moot and the Chair may call for further discussion or a new motion. Unless otherwise directed by the Chair, motions may be made and voted upon by the board members present.
- d. Vote.
 - i. The Chair shall call for a vote.
 - ii. If a motion to approve an adjudicative matter does not receive the required number of affirmative votes, it is deemed denied.

Article 4 BOARD COMMENTS

4.1 Board comments will be limited to announcements or issue(s) for a future agenda.

Article 5 USES OF STAFF

5.1 Board members may request assistance of Department staff in research, responses to complaints, and other matters. The request must be made to the District Health Officer who will determine the appropriate level of assistance to be provided to meet the request. If the District Health Officer determines that the request will entail more than two hours of staff time and it is a request made by one Board member only, the request will have to be acted upon by the Board.

Article 6 MEMBERS

6.1 The physician member appointed by the Board shall be expected to serve as a Board liaison to the physicians of Washoe County and the Washoe County Medical Society.

Article 7 AMENDMENT OF RULES, POLICIES AND PROCEDURES

7.1 Amendments. The Rules, Policies and Procedures may be amended or added to by majority vote of the Members present. The proposed amendment or addition shall be placed as an action item on a Board meeting agenda, and would become effective at the next Board meeting upon a majority affirmative vote of the full Board.

Adoption:

AIR QUALITY MANAGEMENT DIVISION DIRECTOR STAFF REPORT
BOARD MEETING DATE: July 28, 2016

DATE: July 15, 2016
TO: District Board of Health
FROM: Charlene Albee, Director
775-784-7211, calbee@washoecounty.us
SUBJECT: Program Update, Divisional Update, Program Reports

1. Program Update

a. Ozone Advance Efforts



The ultimate goal of the Ozone Advance Program is to identify opportunities for emission reductions in areas that are currently attaining the ozone National Ambient Air Quality Standard but realize there may be challenges attaining the standard in the future. Through the efforts of the AQMD staff and our partners, resolutions have been adopted by all of the regional elected bodies and planning organizations. These resolutions will provide the direction and tools necessary to influence behavioral and built environment changes that will provide a lasting impact on the air quality in Washoe County.

Recognizing the air quality impacts to the area are not only “home grown” but also include air pollution that is emitted somewhere else and travels to the area, AQMD has been actively participating in efforts to address interstate transport. Computer modeling completed by the Western States Air Resources Council/Western Regional Air Partnership (WESTAR/WRAP) and the EPA estimates more than 80% of the emissions monitored in Washoe County have been transported to the area. Our geographic location next to California is downwind from some of the most extreme non-attainment areas in the country. Based on this, we have a vested interest in supporting initiatives to reduce emissions wherever possible.

On June 3, 2016, the South Coast Air Quality Management District (SCAQMD) issued a press release announcing a petition to EPA to adopt ultra-low NOx emission standards for heavy-duty trucks. SCAQMD recognized that for the first time, they have built a

coalition of state and local air agencies that share a desire for a nationwide air quality solution. The petition was signed by the following 10 agencies:

- Akron (Ohio) Regional Air Quality Management District
- Bay Area Air Quality Management District
- Connecticut Department of Energy and Environmental Protection
- Delaware Dept. of Natural Resources and Environmental Control, Div. of Air Quality
- New Hampshire Department of Environmental Services
- New York City Department of Environmental Protection
- Pima County (Arizona) Department of Environmental Quality
- Puget Sound (Washington) Clean Air Agency
- Washington State Department of Ecology
- Washoe County Health District, Air Quality Management Division

The press release identified the California Air Resources Board (CARB) plans to adopt a similar ultra-low NO_x standard for truck engines sold in California, however, most trucks operating in the state are purchased outside of California and therefore are not subject to the state's emissions standard. This situation in California directly effects the emissions from trucks operating in Washoe County. It has been noted that cleaner trucks, those meeting the current California emission standards, will deliver goods to warehouses in our area where the products are then transferred to trucks that do not meet the cleaner standards for transport across the country.

The establishment of a national standard will provide emission reductions for all communities. CARB estimates that NO_x emissions from trucks will decline by approximately 30% over the next 14 years with a California near-zero emissions standard. If CARB and EPA adopt national standard, truck emissions in the state of California are estimated to decline by up to 70% over the same time frame. The significant reduction in truck emissions in California translates into a direct reduction in pollution that could potentially transport to Washoe County and beyond.

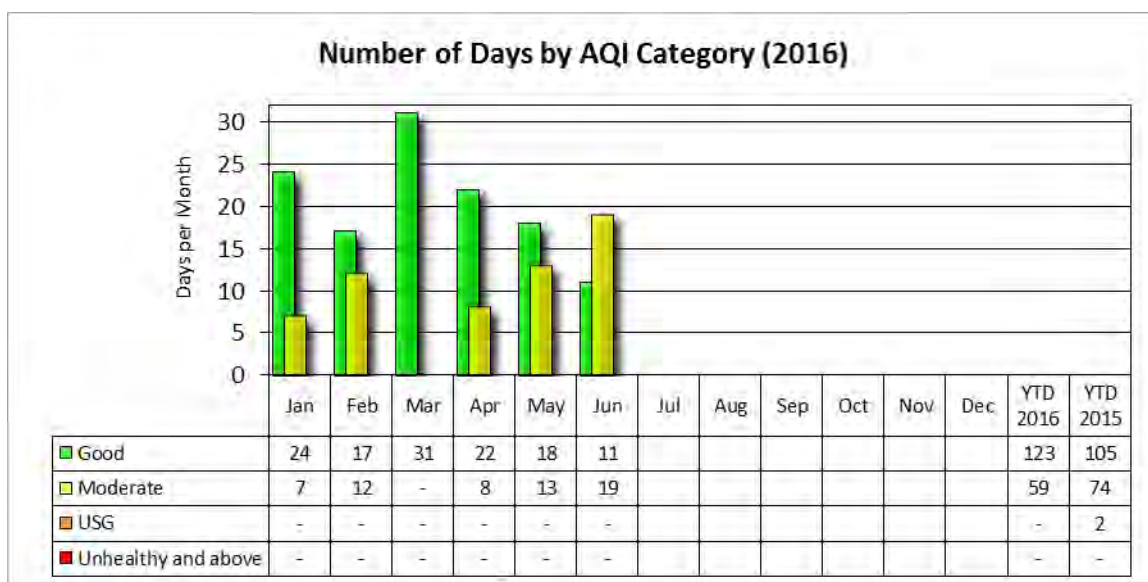
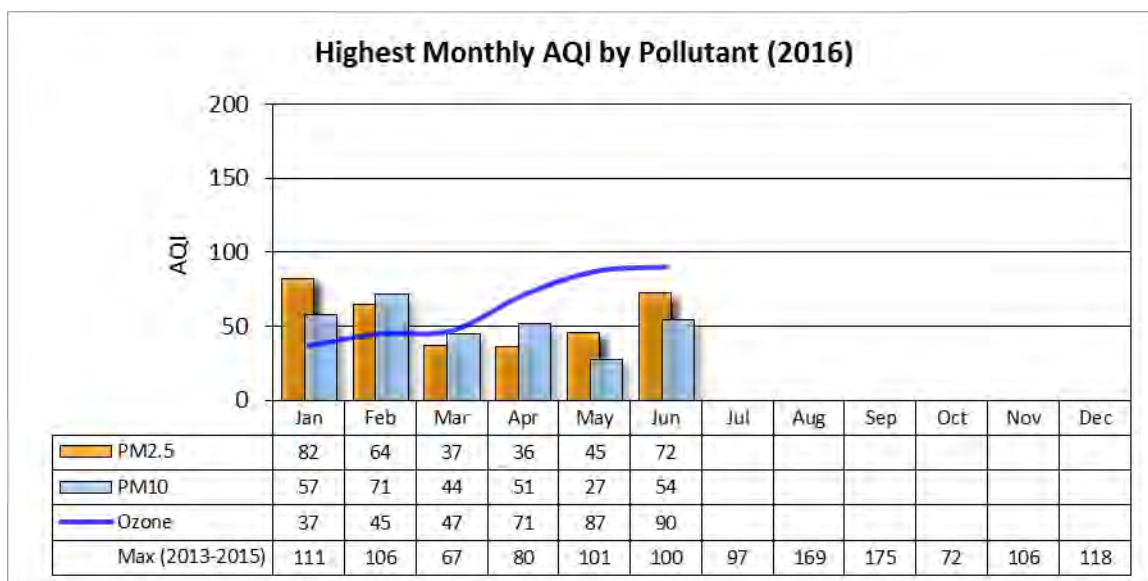
On July 6th, a meeting was held in Washington, D.C., with the Office of Management & Budget, EPA, several SCAQMD Board Members, the National Association of Clean Air Agencies (NACAA), and the Northeast States for Coordinated Air Use Management (NESCAUM). AQMD staff was invited to participate via telephone conference call as a signatory to the petition. The primary message was that the stricter truck emissions standards will provide for the protection of public health for all citizens. Additionally, a national standard will benefit the truck manufacturing industry as they will not have the burden of complying with multiple emissions standards, which they have requested in the past.

SCAQMD is currently working with Cummins Westport and other partners to develop a large near-zero emission engine suitable for over-the-road heavy-duty tractor trucks used primarily to move freight throughout the region and the nation. Supporting these efforts today will help to protect the health of our community for generations to come. Together we can *Keep it Clean*.

Charlene Albee, Director
Air Quality Management Division

2. Divisional Update

- a. Below are two charts detailing the latest air quality information for the month of June. The top chart indicates the highest AQI by pollutant and includes the highest AQI from the previous three years in the data table for comparison. The bottom chart indicates the number of days by AQI category and includes the previous year to date for comparison.



Please note AQI data are not fully verified and validated and should be considered preliminary. As such, they should not be used to formulate or support regulation, guidance, or any other governmental or public decision. For a daily depiction of the AQI data, please visit OurCleanAir.com for the most recent AQI Summary.

3. Program Reports

a. Monitoring & Planning

- There were no exceedances of any National Ambient Air Quality Standards (NAAQS) in the month of June.
- Be Smoke Smart is an excellent go-to resource to answer four basic questions when smoke hits the Truckee Meadows.



1. Where is the fire?
2. Where is the smoke going to be?
3. What is the current air quality?; and
4. What should I do to protect myself?

You can get to Be Smoke Smart from the Air Quality Management Division Homepage (OurCleanAir.com). From there you'll find the information you need to make the best health-based choices during wildfire season.

- Staff is preparing an exceptional events demonstration for wildfires in 2015 that contributed to PM2.5 and ozone NAAQS exceedances. Should EPA concur with the demonstrations, then those PM2.5 and ozone data will not be included in the dataset used to determine attainment of the NAAQS.
- Resolutions supporting Ozone Advance were adopted in June by the Truckee Meadows Regional Governing Board and the Regional Transportation Commission.
- The "2015 Ambient Air Monitoring Network Plan" was submitted to EPA on July 1, 2016.

- Staff is coordinating with EPA on the approval of the Second Ten-Year Carbon Monoxide Maintenance Plan. This plan was adopted by the DBOH in 2014 and demonstrates continued attainment of the CO NAAQS through the year 2030. EPA is expected to publish their approval in the Federal Register in Fall 2016.

Daniel K. Inouye
 Chief, Monitoring and Planning Permitting & Enforcement

b. Permitting and Enforcement

Type of Permit	2016		2015	
	June	YTD	June	Annual Total
Renewal of Existing Air Permits	138	728	139	1297
New Authorities to Construct	8	47	9	99
Dust Control Permits	17 (184 acres)	85 (1071 acres)	24 (235 acres)	151 (2129 acres)
Wood Stove (WS) Certificates	45	217	41	391
WS Dealers Affidavit of Sale	3 (2 replacements)	36 (25 replacements)	7 (5 replacements)	135 (85 replacements)
WS Notice of Exemptions	1006 (2 stoves removed)	4016 (30 stoves removed)	742 (2 stoves removed)	7490 (50 stoves removed)
Asbestos Assessments	77	522	85	1077
Asbestos Demo and Removal (NESHAP)	35	147	31	150

Staff reviewed fifty-three (53) sets of plans submitted to the Reno, Sparks or Washoe County Building Departments to assure the activities complied with Air Quality requirements.

- Permitting staff with concurrence from EPA has issued the RR Donnelley Title V permit.

Staff conducted inspections of sixty-eight (68) stationary source and fifty-four (54) gasoline dispensing facilities in June 2016. Staff also conducted inspections on asbestos removal and construction/dust projects.

COMPLAINTS	2016		2015	
	June	YTD	June	Annual Total
Asbestos	2	16	4	25
Burning	0	6	1	8
Construction Dust	14	26	2	32
Dust Control Permit	1	9	0	6
General Dust	13	43	7	48
Diesel Idling	0	5	0	3
Odor	2	16	4	30
Spray Painting	0	1	0	8
Permit to Operate	0	4	2	12
Woodstove	0	1	0	13
TOTAL	32	127	20	185
NOV's	June	YTD	June	Annual Total
Warnings	2	14	2	24
Citations	2	8	1	8
TOTAL	4	22	3	32

*Discrepancies in totals between monthly reports can occur due to data entry delays.

Mike Wolf
 Chief, Permitting and Enforcement

DD	SK	—
DHO	—	—

KD

**Community & Clinical Health Services
Director Staff Report
Board Meeting Date: July 28, 2016**

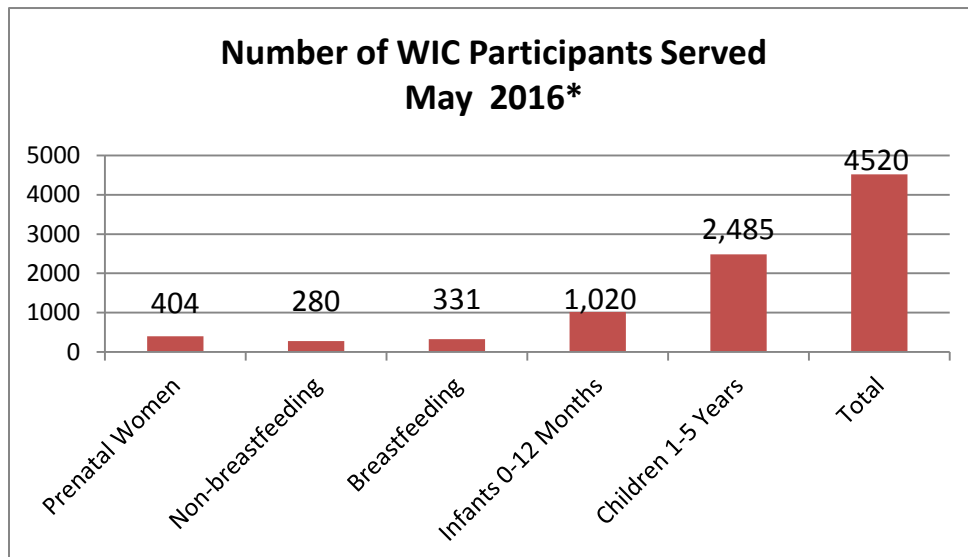
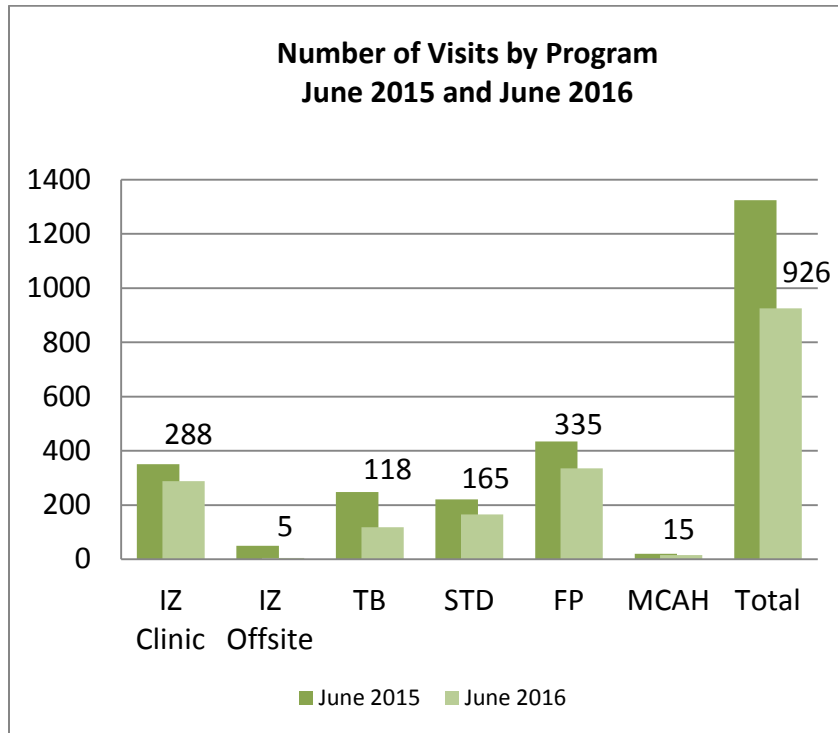
DATE: July 14, 2016
TO: District Board of Health
FROM: Steve Kutz, RN, MPH
775-328-6159; skutz@washoecounty.us
SUBJECT: Divisional Update – Patagonia Health; Program Reports

1. Divisional Update –

a. Patagonia Health

Patagonia Health (PH), our new Electronic Health Record (EHR), continues to work well for our Immunization, Tuberculosis, and Maternal Child Adolescent Health Programs. The Implementation Team is working with PH on creating templates and widgets (program specific applications) for STD and HIV. Due to the complex technical nature of the data that is required and is to be reported on, this has delayed the launch of PH for the remainder of our clinical programs. Exact date is to be determined. Clinic services in these programs remain unaffected as staff continue to use the Insight EHR software.

b. Data/Metrics



*It takes a full month after the last day of the reporting month for final caseload counts as WIC clinics operate to the end of the month and participants have 30 days after that to purchase their WIC foods.

Changes in data can be attributed to a number of factors – fluctuations in community demand, changes in staffing and changes in scope of work/grant deliverables, all which may affect the availability of services.

2. Program Reports – Outcomes and Activities

- a. **Sexual Health** – The team welcomes Victoria Nicolson-Hornblower. Victoria previously worked in the Tuberculosis and Immunization programs, and was reassigned to the Sexual Health team as of July 1, 2016. Based on data from the first half of 2016, staff are looking at Disease Intervention Specialist case load restructuring and redistribution.

The HIV program had a Public Health Nurse resign, effective July 1, 2016. Program management has begun the process of refilling the position.

- b. **Immunizations** – The CDC's Advisory Committee on Immunization Practices (ACIP) voted on June 22, 2016 that "nasal spray" live attenuated influenza vaccine (LAIV), such as FluMist, should not be used during the 2016-2017 flu season due to preliminary data that showed poor and/or lower than expected vaccine effectiveness. This decision will impact our School Located Vaccination Clinic (SLVC) activities. Staff will be meeting with State and local stakeholders to determine the best course of action for this coming year. Staff will keep the District Board of Health informed as this evolves. The CDC continues to recommend an annual influenza vaccination for everyone ages 6 months and older. Additional injectable influenza vaccine has been ordered to replace FluMist (LAIV) vaccine.

A Letter of Support of proposed regulatory amendments to require meningococcal vaccinations was sent to the Nevada State Immunization Program for the Public Workshop that was held on June 30, 2016. Meningitis is a serious, life-threatening disease. Prevention of meningococcal disease through vaccination is critical because it can be mistaken for flu or other viral infections and can rapidly lead to death or disability.

The Kids to Seniors Program (KSK) continues to experience challenges that have impacted outreach efforts. While offering vaccinations at many locations, only four locations had a successful showing of clients, where eight vaccinations were given to five individuals. Increasing access to immunizations in areas that have known transportation and other barriers is a high priority, and Health District staff are committed to working closely with KSK leadership to enhance their schedule for increased vaccine uptake. KSK has scheduled 12 locations in July that will offer vaccinations, including the Family Health Festival at Miguel Rivera Park on July 27, 2016.

- c. **Tuberculosis Prevention and Control Program** – Staff are investigating a new active case which was reported by a community provider. Staff are working on the annual report and distributing Tuberculosis information packets to Washoe County providers.
- d. **Family Planning/Teen Health Mall** – Staff completed the Title X Grant Summary report for the

past four years of funding.

- e. **Chronic Disease Prevention Program (CDPP)** – CDPP welcomed a new Public Service Intern, Kalynne Mitchell, to the team. Kalynne is a senior at UNR and will be working primarily on tobacco prevention activities under the Funds for a Healthy Nevada grant.

The CDPP team held a successful strategic planning session, including aligning programmatic goals to DBOH priorities. The team will continue to fine tune and adjust activities to create attainable goals and a balanced workload for staff.

Staff presented two local Washoe County tobacco success stories at the Nevada Tobacco Prevention Coalition general membership meeting (see attached).

- f. **Maternal, Child and Adolescent Health (MCAH)** – Fetal Infant Mortality Review (FIMR) staff are preparing the annual program report. Staff abstracted data on 94 cases between July 2015 and June 2016. Of those 94 cases, 82 (87%) were Washoe County residents and 12 (13%) were from outside Washoe County, yet received their medical care in Washoe County. The REDCap database that was implemented in July 2015 has provided improved data abstraction and reporting.

- g. **Women, Infants and Children (WIC)** – Staff are excited to be participating in the WIC Farmers Market Nutrition Program (FMNP). This new program provides \$30 in benefits to each eligible participant to be used at farmers markets across northern Nevada to purchase fresh fruits and vegetables. This is in addition to the benefits participants currently receive. Participants will also receive education on how to shop, store, and prepare fresh fruits and vegetables.

While the primary goal of FMNP is to improve the nutritional status of WIC participants, a secondary goal is to stimulate business for local farmers and create a greater awareness of the farmers' market. The program currently operates in six counties in Northern Nevada. Staff hopes to receive the coupons from the State by July 20th to begin distribution to interested clients.

Staff plans to participate in the Family Health Festival on July 27th to promote services and assist interested community members in completing the WIC application.



Chronic Disease Prevention Program (CDPP)

Tobacco Prevention and Control Success Story

Success Summary: In August of 2015 the campus of the University of Nevada, Reno (UNR) went tobacco-free. This policy impacts nearly 21,000 students and over 2000 faculty and staff in addition to the many guests that visit the campus each year. As tobacco-free policies have been shown to decrease tobacco use and increase cessation attempts and success, the UNR policy is significant because of the number of people it impacts, and because the majority of those on campus are students with an average age of 23. Surveys show 99% of those who smoke begin before the age of 26, so having tobacco-free environments for youth and young adults can help prevent initiation of tobacco use, encourage cessation and form the foundation for a tobacco-free future.

Background:

- Washoe County Health District (WCHD) CDPP began coordinated grassroots efforts at UNR in 2004 with information gathering, surveys and education
- Between 2005 and 2011, activities that WCHD participated in included:
 - Promotion of a tobacco-free campus at events at UNR and Truckee Meadow Community College in coordination with the ATTRACT campaign which focused on tobacco prevention and cessation among young adults
 - Support and encouragement of instructors'/students' various projects including environmental assessments (ID of smoking locations, pictures of the environment, etc.), collection of cigarette butts and reporting results, feasibility assessment of creating smoking areas (found not to be feasible), collection of observational data of smokers, and education of student government on findings/results of various projects
 - Research of policies from other campuses
- Reignited concentrated tobacco-free campus effort at UNR from 2011-2013 with community and statewide partners including increased education of key stakeholders
- Strong support of tobacco-free UNR efforts in 2013-2015 with funding for additional education, cessation support and signage

Future impacts: As the first Nevada System of Higher Education institution in the State of Nevada to implement a tobacco-free policy, UNR has paved the way for efforts at campuses across the state. This policy is also preparing the future workforce for the increasing number of tobacco-free environments throughout the state and the country and increasing the likelihood that UNR graduates will lead a non-smoking lifestyle, protecting them from the immediate and long-term health effects of smoking.



Chronic Disease Prevention Program (CDPP)

Tobacco Prevention and Control Success Story: Smoke Free Multi-Unit Housing

Success Summary: On December 18, 2015 the Nevada Housing Division adopted the 2016 Qualified Allocation Plan (QAP) with the addition of language related to "Smoke-Free Housing". The QAP helps determine tax credits for developers of low-income housing, and the inclusion of smoke-free housing language encourages housing developers to create smoke-free living environments. This policy complements the other Smoke Free Multi-Unit (SF MUH) Housing efforts Washoe County Health District is working on. Smoke and Tobacco-free policies have been shown to decrease tobacco use and increase cessation attempts and success. They also help protect people from second hand smoke exposure. Smoke-free housing policies are significant because of the number of people and families impacted with each additional property that goes smoke-free. A 2014 survey of Washoe County apartment residents show 78.3% are in favor of a smoke free policy in their building.

Background:

- Washoe County Health District (WCHD) CDPP began looking at the Nevada QAP in 2014 as a strategy to increase smoke-free housing options.
- In the Fall of 2014, WCHD provided resources and information to the Nevada Housing Division (NHD) on the inclusion of smoke free housing in the QAP and participated in the public hearing. The Nevada Housing Division considered the information and ultimately did not include this component in the 2015 NV QAP.
- In 2015, WCHD continued communication with the NHD and involved statewide partners in the efforts, including Southern Nevada Health District, Carson City Health and Human Services, and the Nevada Tobacco Prevention Coalition (NTPC). WCHD and its partners were successful in getting smoke free language added to the [2016 Nevada QAP](#).

Future impacts: As new low-cost housing developments are proposed throughout the state, developers will now have an incentive to make those properties smoke-free because there is a tax incentive.

Other Smoke-Free Housing Efforts:

- Signage provided to MUH properties that create SF policies. This helps notify guests and visitors of the policy and is an incentive to properties.
- Media to encourage SF MUH. Helps educate about exposure to second hand smoke in living environments and encourages smoke free living (renters looking for MUH and owners offering MUH).

Subject: CCHS Division Director's Report

Date: July 14, 2016

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Other successes in the SF MUH efforts:

- In the past few years the SF MUH directory has increased from a list of just two properties to a list of 29 properties.
- CDPP worked with the Housing Authority of the City of Reno in their efforts to go 100% smoke free. This impacts 750 public housing units and an additional 315 houses, condos and duplexes, and impacts nearly one-thousand individuals.

Staff Report
Board Meeting Date: July 21, 2016

DATE: July 15, 2016
TO: District Board of Health
FROM: Robert O. Sack, Division Director, Environmental Health Services (EHS)
775-328-2644; bsack@washoecounty.us
SUBJECT: EHS Division and Program Updates - Food, Land Development, Vector-Borne Disease, Waste Management and EHS Inspections / Permits / Plan Review.

DIVISION UPDATE

- EHS is in the middle of our high volume season and is pleased to announce the filling of two vacant support positions as of Monday, July 11.

PROGRAM UPDATES

Food

- Four staff members attended an FDA hosted training course on Special Processes at Retail. This course explores the specific types of food processing in retail food establishments which are required by WCHD regulations to have a waiver and Hazard Analysis Critical Control Point (HACCP) Plan. **Completion of continued food safety education courses meets the criteria of Standard 2 – Trained Regulatory Staff.**
- One staff member completed their field standardization training using FDA Standardization Procedures. The standardization procedures evaluate the inspector's ability to apply knowledge and skills obtained from the training curriculum. This reinforces a risk based inspection approach that focuses on factors that contribute to foodborne illness. **Field Standardization of staff conducting food establishment inspections meets the criteria of Standard 2 – Trained Regulatory Staff.**
- Staff from three workgroups continues to work on the implementation of a new food inspection form that will emphasize a risk based inspection approach by identifying the status of each foodborne illness risk factor and intervention. **Implementation of this project meets the criteria of Standard 3 – Inspection Program Based on HACCP Principles, Standard 7– Industry and Community Relations and Standard 9 – Program Assessment.**
- Staff participated in an interview for the Lotus Radio, In-Depth program to promote the WashoeEats website and discuss the new food establishment inspection process. The program aired on all Lotus Radio Corp. stations on July 3. **Participation in community outreach projects meets the criteria of Standard 7 – Industry and Community Relations.**

- **Special Events:**

- As expected, the month of June saw a large increase in the number of inspections from the previous month. Large events during the month included Street Vibrations Spring Rally, Toast and Taste of Summer fundraiser, Eldorado BBQ, Brews and Blues Festival and the Reno Rodeo. A total of 360 inspections were completed during the month of June with 140 occurring during the Reno Rodeo alone. A large number of staff members continue to volunteer for much of the routine inspection work that occurs outside of normal operating hours. With the large number of personnel working in the Special Events program, delivering consistent messaging to the regulated community has been a priority for staff. The month of July is expected to start out extremely busy with several events occurring over the 4th of July weekend, however the remainder of the month is expected to consist of a slow period of activity prior to events ramping up again in August/September.

Land Development

- Program staff is continuing to work with Washoe County Community Services Department on a long term solution for the sewage issue associated with the failed onsite sewage disposal systems on Panther Drive. Currently, the long term resolution will be connecting the residences on the street to the municipal sewer system. Staff is working with the State Revolving Loan Fund to help secure principal forgiveness loans for the project.

Vector-Borne Diseases

- Staff is busy and continues to respond to community contacts regarding high populations of adult mosquitoes. Insecticide fogging has been ongoing to reduce these populations.
- Staff has trapped, sorted and identified over 7,000 adult mosquitoes from 15 different species. The 269 submissions have been submitted to the Animal Diseases laboratory and so far tested negative for West Nile virus, Western Equine encephalitis and St. Louis encephalitis. The weekly surveillance trapping by staff monitors the adult mosquitoes that are known to spread diseases in the Truckee Meadows Community. With the recent news of the first human West Nile virus case in Douglas County, reminders that we are in the temperature range for mosquito virus transmission to occur has been sent out via social media.
- Staff has been contributing on Social media on larvaciding, monitoring adult mosquito populations and plague surveys and treatment.
- Staff continues to monitor for the two Aedes mosquitoes that transmit Zika virus. So far, the deployment of these specialty traps has not detected these mosquitoes.
- The Vector-Borne Diseases Program made their second mosquito larvacide application on July 7 for the wetlands in Lemmon Valley, Red Hawk, Kiley Ranch, Rosewood Lakes, Butler Ranch, South Meadows, Damonte Ranch and Washoe Valley.



Approximately 1,000 acres were flown using Altosid pellet and the granular product Vectolex. These applications keep the larvae from emerging, thus reducing adult mosquitos in the community and fogging with insecticides.

- With the ongoing growth in the Truckee Meadows Community, staff reviewed 20 building plans ranging from housing subdivisions, multi-family apartment complexes to commercial projects. Staff has inspected and signed off on five of these building plans assuring that the Program's design standard in infrastructure is constructed as required.
- Program has been receiving a volume of calls on bed bugs issues in apartment complexes, some family housing and in permitted facilities. With no statutory authority to resolve the concerns, staff assisted these individuals by educating them with tenant landlord responsibilities in NRS 118A. Staff is also advising apartment managers to obtain professional pesticide assistance to eliminate the bed bugs from their units.

Waste Management

- Program staff worked with Zachary Rice, an Eagle Scout, on a community service project to perform an illegal dumping clean up in the North Valleys. Funding for the dumpster was paid for by civil fines paid by an individual convicted of illegal dumping. These were the first fines collected under the amended Nevada Revised Statutes which go directly to clean up public lands.
- Program staff worked with the U.S. Environmental Protection Agency and the Nevada Division of Environmental Protection to investigate and ensure the proper disposal of WellPlant, Inc.'s unregistered and misbranded pesticide, Mold Manager. In June of 2016, WellPlant, Inc. agreed to pay a \$12,000 EPA penalty to resolve the allegations as part of the investigation.

EHS 2016 Inspections / Permits / Plan Review

	JAN 2016	FEB 2016	MAR 2016	APR 2016	MAY 2016	JUNE 2016	Mo. Avg
Child Care	8	6	7	5	15	10	9
Complaints	103	68	103	93	97	175	107
Food	217	317	454	369	363	580	383
General*	38	73	125	137	296	185	142
Developmental Review Numbers	20	26	27	34	41	42	32
Plan Construction Inspection (Commercial)	11	9	6	12	25	34	16
Construction Plans Received (Commercial)	35	31	63	41	52	22	41
Plan Review (Residential - Septic/Well)	54	35	63	76	59	73	60
Residential Septic/Well Inspections	58	67	94	110	86	93	85
Temporary Foods/Special Events	24	26	45	106	120	360	114
Well Permits	11	7	20	20	15	21	16
Waste Management	19	29	16	16	14	13	18
TOTAL	563	663	960	978	1,183	1,608	1,021

* **General Inspections Include:** Invasive Body Decorations; Mobile Homes/RVs; Public Accommodations; Pools; Spas; RV Dump Stations; and Sewage/Wastewater Pumping.

Health District conducts helicopter larviciding application from Stead to Washoe Valley

By Jaclyn Shearer Thursday, July 7th 2016



RENO, Nev. (News 4 & Fox 11) — The Washoe County Health District will conduct the [second seasonal helicopter larviciding application](#) in the early morning hours of July 7 from Stead to Washoe Valley.

The larviciding will cover Lemmon Valley, Kiley Ranch, Red Hawk, Rosewood Lakes, Butler Ranch, South Meadows, Damonte Ranch, and Washoe Valley to prevent mosquito hatching over around 1,000 acres.

The applications will consist of Altosid and Vectolex. These biological larvicides are naturally occurring in the environment, and target mosquito larvae with no effect to humans, fish, water fowl, or other non-target organisms such as bees.

Additional applications are planned in the first two weeks of August and September.

Ask Joe: County and health district respond to questions about Panther Valley sewage

By Joe Hart Wednesday, June 29th 2016

RENO, Nev. (News 4) — From the Ask Joe file, we are following up again on the situation up in Panther Valley where the Washoe County Health District has [posted signs warning people about a sewage problem](#).

Our viewer Jim wrote in asking what is being done to prevent future problems with sewage for residents on Panther Drive?

Here's what I found out:

The Washoe County Health District has posted signs to warn residents about the situation in that area. Phil Ulibarri with the health district says the problem will ease up when the water recedes, but until then they are advising people to stay away from the water in the ditches.

As for a solution, that would involve connecting those homes to the municipal sewer system, so they don't have to rely on outdated septic systems.

It has taken a couple of weeks to get answers about a plan moving forward, but after our last story the Washoe County Health District responded with some details.

Ulibarri told me they are working with Washoe County Community Services to explore all options and hopefully reduce the costs of connecting those homes to the sewer system.

Residents will have to pay some of the cost of hooking up to the sewer system but hopefully that will be a manageable cost.

The next step: The two agencies, the Washoe County Health District and Washoe County Community Services, are planning to hold a series of public meetings to discuss the process and costs. There's no word yet on when the first one will be.

Ulibarri says both agencies will work together to keep residents informed as the project proceeds and more information becomes available.

But until that happens, residents in Panther Valley will continue to see this problem surface with their septic systems. So hopefully something can be done soon.

Ask Joe: What caused sewage spill in Panther Valley?

By Joe Hart Tuesday, June 14th 2016

Sewage spill in Panther Valley

RENO, Nev. (News 4) — One of our viewers has some questions about a possible sewage spill up in Panther Valley.

Jim Harris lives in Panther Valley and someone recently put up signs warning about a sewage spill in his neighborhood. He wants to know what happened and what's being done about it?

Here's what I found out:

We went up to check it out, and crews were working on the problem on Panther Drive. There are signs posted warning about a sewage spill. The signs were posted by the Washoe County Health District and they do state the situation is a public health risk.

So what happened? I checked with Phil Ulibarri with the Health District. He says signs have been posted on two blocks of Panther Drive because there is water that is contaminated with sewage.

Ulibarri says the problem first surfaced in March, and residents were notified in April after several rounds of tests confirmed E. coli is present in the water.

Health officials say the problem is the result of broken down septic systems in the area. They say part of the problem is also that residents have not hooked up to either the city or county sewer system.

That may be the long-range solution, and the Washoe County Health District urges residents to contact their representatives on the city council or county commission to work on resolving that issue.

In the meantime, pay attention to the warning signs if you're in that area, and hopefully things will be cleaned up soon.

**EPIDEMIOLOGY AND PUBLIC HEALTH PREPAREDNESS
DIVISION DIRECTOR STAFF REPORT
BOARD MEETING DATE: July 28, 2016**

DATE: July 14, 2016
TO: District Board of Health
FROM: Randall Todd, DrPH, EPHP Director
 775-328-2443, rtodd@washoecounty.us
Subject: Program Updates for Communicable Disease, Public Health Preparedness, and
 Emergency Medical Services

Communicable Disease (CD) –

Zika Virus Disease Evaluation and Testing - As of July 13, 2016, 22 individuals have been referred by local healthcare providers for evaluation of possible Zika virus infection. Of the 22 individuals, 10 were symptomatic. There have been two cases of travel associated Zika virus identified in Washoe County. The latest case was a male who recovered a week later. He had traveled to Nicaragua. Twelve pregnant women with travel histories to areas with ongoing Zika transmission have been tested. All test results for these women have been negative.

Hand Foot and Mouth Disease (HFMD) - Since March 2016, the CD Program has investigated 11 HFMD outbreaks in childcare facilities. Approximately 231 cases were reported. Currently there are no outbreaks open. The last outbreak was closed July 11th.

Burkholderia cepacia - The Centers for Disease Control and Prevention (CDC) is collaborating with the Food and Drug Administration (FDA), multiple state and local health departments, and numerous healthcare facilities to investigate a multi-state outbreak of *Burkholderia cepacia* infections. These infections have occurred primarily in ventilated patients without cystic fibrosis and who are being treated in intensive care units. Symptoms include increased cough, congestion, difficulty breathing and possibly fever. The Washoe County CD Program was notified by CDC of an increase in *B. cepacia* infections likely associated with contaminated liquid docusate. CD staff worked with local hospitals to retrospectively identify four *Burkholderia cepacia* infections since January 1, 2016. Upon further evaluation of these four cases, only two of them met CDC's outbreak definition. These two patients are in the 55-65 year age group and one is male and one is female. Both had been admitted to ICU. The male patient is deceased due to multiple underlying conditions. Both patients used liquid docusate. CDC requested product information (formulation and National Drug Code) and other epidemiological information which were submitted on July 1, 2016.

Measles contacts investigation – The CD Program investigated four contacts who were exposed to measles in a detention center in AZ. All four contacts are in passive surveillance mode as of July 13, 2016.

Public Health Preparedness (PHP)

General

- The PHP Program completed the end-of-year reports for the CDC and ASPR Cooperative Agreements.

- **Medical Reserve Corps Volunteer Program**
 - The Medical Reserve Corps (MRC) volunteers participated in the city of Reno's "Emergency Preparedness Expo" on June 23rd. The Expo was hosted by Reno in celebration of National Safety Month. The goal of the Expo was to help our community become more resilient by learning about safety and disaster preparedness in the home, work-place and the community. MRC Volunteers distributed emergency preparedness "Are you Ready Bags" for participants to fill with three days of emergency preparedness items. Emergency preparedness and health educational information was also distributed by MRC volunteers.

 - MRC Volunteers also participated in the "Back to School Health Fair" sponsored by Health Plan of Nevada. It was held at the Little Flower Church in Reno on July 9th. MRC licensed medical volunteers provided free blood pressure screening examinations and distributed emergency preparedness and public health educational information. The goal of the event was to provide free healthcare educational information, along with free medical services for students returning back to school.

- The Public Health Preparedness Emergency Response Coordinator:
 - Finalized the framework Regional Pharmaceutical Resources plan in conjunction with contractor.

 - Received and began distribution of personal protective equipment (PPE) for local law enforcement agencies per DBOH direction from April 28th, 2016.

 - Presented Medical Countermeasures Distribution (MCM) plan to regional partners in the Local Emergency Planning Committee (LEPC) and Inter-Hospital Coordinating Council (IHCC) and finalized plan.

- The Public Health Emergency Response Coordinator for Healthcare:
 - As of July 13, 2013 the program has collected over 370 Crisis Standards of Care surveys and has distributed 15,000 surveys through the Reno Gazette Journal.

 - Finished the revision of the Washoe County Disaster Behavioral Health Annex to include tools for behavioral health volunteers.

- Completed the revision of the Washoe County Ebola Virus Plan to include new CDC recommendations and personal protective equipment protocol for Washoe County Health District staff.
- Completed the end-of-year report for the ASPR Ebola Grant which ended June 30, 2016.
- The coordinator is working with 23 skilled nursing, rehabilitation, memory care, and assisted living facility in Washoe County to build upon the assessment completed in June to identify those authorized to request healthcare resources from the county.
- The coordinator attend Functional Assessment Service Team training in California with the Northern Nevada Red Cross and Carson City Health and Human Services, in a joint effort to develop a program to ensure the needs of those with access and functional needs are met enabling those individuals to stay in a general population center.

Emergency Medical Services (EMS) –

The EMS Coordinator participated in the communitywide infectious disease exercise on June 9, 2016 as an evaluator for REMSA dispatch. This was a valuable exercise for public health, first responders and the healthcare community.

EMS staff attended the State EMS Committee meeting on June 10, 2016 where the committee discussed the NRS/NAC revisions and the proposed fee schedule as well as updates from the Southern Nevada Health District and Washoe County Health District EMS Programs.

The EMS Program Manager had the opportunity to discuss the Philadelphia Response to the Amtrak derailment incident in May 2015 with an NTSB representative. Through discussion and the reports on the response, EMS staff began researching the recommendation from the NTSB findings, which focused on the utilization of Police resources as an immediate on-scene surge option for transport to hospitals. As a result, EMS staff met with a Deputy Chief from the Reno Police Department on June 15, 2016 to discuss the possibility of implementing a “scoop and run” policy during large multi-casualty incidents. EMS staff plans to attend the July Chiefs and Sheriffs meeting to present this concept to the entire region.

On June 16, 2016 EMS staff had their quarterly meeting with State EMS representatives. Both teams briefed each other on current projects and tasks. This continues to be a beneficial meeting for open communication between agencies.

The West region planning team facilitated a tabletop exercise on June 23, 2016 to test the regional MCI plan prior to implementation. The tabletop provided a realistic scenario of an MCI in rural Nevada that allowed dispatch and first responders from several jurisdictions to discuss how the medical response would be handled.

July 1, 2016 was an important day in EMS for the region, with several projects beginning implementation: the updated REMSA franchise response map, omega alternative response protocols, the MCIP revisions, which included the establishment of the FSC Annex, and finally the enactment of the regional/multi-county annexes to the Statewide Medical Surge plan.

The quarterly EMS Advisory Board meeting was held on July 7, 2016. The meeting included numerous items; some of the highlights were discussions about EMS data, the annual report template for FY 15/16, a CAD-to-CAD update and a clarification of the northern border for the REMSA franchise service area.

On July 12, 2016 the EMS Coordinator facilitated the Mid-Term Planning meeting for a full-scale evacuation exercise that will be held on October 19, 2016. This exercise will test the patient evacuation and tracking process as well as the medical surge capabilities of several healthcare facilities in the county.

**REMSA Percentage of Compliant Responses
 FY 2015 -2016**

Month	Zone A	Zone B	Zone C	Zone D	Zones B, C and D	All Zones
July 2015	92%	99%	100%	100%	99%	92%
August 2015	92%	95%	94%	100%	95%	92%
September 2015	91%	96%	97%	100%	96%	92%
October 2015	91%	95%	92%	100%	94%	92%
November 2015*	92%	96%	97%	100%	96%	92%
December 2015*	92%	97%	97%	100%	97%	92%
January 2016*	92%	95%	97%	100%	96%	92%
February 2016*	92%	96%	96%	100%	96%	93%
March 2016*	92%	98%	96%	100%	97%	92%
April 2016*	94%	99%	100%	100%	99%	94%
May 2016*	94%	97%	98%	100%	97%	95%
June 2016	94%	99%	99%	100%	99%	95%
YTD	92%	97%	97%	100%	97%	93%

* Compliance calculations include exemptions.

REMSA 90th Percentile Responses

Month	Zone A 8:59	Zone B 15:59	Zone C 20:59	Zone D 30:59
July 2015	8:34	13:18	17:00	N/A*
August 2015	8:32	12:46	19:51	N/A*
September 2015	8:53	13:06	18:23	18:22
October 2015	8:39	14:24	19:14	N/A*
November 2015	8:37	14:03	18:11	N/A*
December 2015	8:42	12:31	17:39	N/A*
January 2016	8:48	14:50	18:36	N/A*
February 2016	8:34	13:05	17:52	N/A*
March 2016	8:42	12:19	17:26	N/A*
April 2016	8:11	11:45	17:14	N/A*
May 2016	7:59	11:35	15:38	15:30
June 2016	7:57	11:24	15:04	N/A*

*There were 5 or less calls per month in Zone D, therefore a statistically meaningful 90th percentile analysis cannot be conducted. However, no calls in Zone D exceeded the 30:59 time requirement.

District Health Officer Staff Report
Board Meeting Date: July 28, 2016

TO: District Board of Health

FROM: Kevin Dick, District Health Officer
(775) 328-2416, kdick@washoecounty.us

SUBJECT: District Health Officer Report – Strategic Planning, Regional License/Permit Program, Legislature, Prescription Drug Abuse, Quality Improvement, Truckee Meadows Healthy Communities (TMHC), Community Health Improvement Plan, Other Events and Activities and Health District Media Contacts

Strategic Planning

A presentation on the Strategic Plan was provided to Health District Staff during the July 5 General Staff meeting. OnStrategy is setting up the strategic plan priorities, outcomes and action plan initiatives within their tracking software that the Health District will use to maintain a dashboard of progress implementing the plan. The system will allow regular assessment of progress or difficulties encountered in implementing the plan and will assist in quarterly reporting to DBOH. OnStrategy trained the Division Directors and Supervisors on the use of the custom tracking software on July 6. I will provide additional information on the software and the Action Plan and progress during a quarterly strategic plan progress report during the October DBOH meeting.

Regional License/Permit Program

Staff in AHS, EHS, and AQM are heavily engaged in the User Acceptance Testing Phase of the regional project with Accela to implement a new regional Internet-based software platform for licensing and permitting. The project go-live timeline has already been extended from December 21, 2015 to August 22, 2016. An oversight group meeting was held on July 7 during which the oversight group expressed continuing grave concerns regarding the project implementation and the performance of Accela to enable the local jurisdictions to achieve the go-live date. At present, a number of issues require resolution and Health District and other regional staff are under immense pressure as the timeline continues to be compressed to address a mounting number of issues being identified during the testing. The Oversight Group is scheduled to meet again on August 15 to determine whether go-live can be implemented on August 22.

Legislature

The 2017 legislative session is looming. The first BDR deadline is September 1 and at present over 120 BDRs have already been submitted. The Legislative Committee on Healthcare is having a working meeting on August 24 to identify committee bills for the session and make recommendations on other legislation. Committee staff have contacted me several times regarding the recommendations jointly submitted by the local health authorities and the Nevada Public Health Association.

Prescription Drug Abuse

On July 12, Join Together Northern Nevada held a Town Hall Meeting on Prescription Drug Abuse in our Community in conjunction with the Community Opioid Response Alliance. Sara Dinga attended the event, which was held at UNR. It can be viewed at:

<http://www.kolotv.com/content/misc/Prescription-drug-abuse-town-hall-held-in-Reno-386581391.html>

Governor Sandoval is planning to hold a Summit on Prescription Drug Abuse in Las Vegas August 31-September 1, 2016. The Community Opioid Response Alliance is scheduled to meet on July 26.

Quality Improvement

The FY 2016-2017 Quality Improvement Plan has been finalized and was presented at the July 5 General Staff meeting. Quality improvement teams are now providing presentations on their QI projects to the Division Directors and Supervisors (Leadership Team) meetings every two months. Presentations on the Website QI project and the illness reporting by Washoe County School District QI project were provided at the July 6 meeting.

Truckee Meadows Healthy Communities Family Health Festival

A Family Health Festival is scheduled for July 27, 2016 from 1:00-4:00 pm at Miguel Ribera Park. The next Family Health Festival is scheduled for October 19th from 1:00-4:00 pm at Reno Town Mall.

Dr. Tony Slonim of Renown, the collective impact/strategic planning team from IMPAQ, and I have been working to plan the TMHC Strategic Planning Meeting which is scheduled for August 11.

Members of the TMHC Access to Services subcommittee met with representatives from the DJ Clark Group to discuss the West 2nd Street redevelopment project. The discussion included their efforts to provide social service support for residents of weekly motels and others to be displaced by the redevelopment project and opportunities to work collaboratively around those issues, development approaches that improve community health, and potential tax increment investments that would benefit disadvantaged populations.

Community Health Improvement Plan (CHIP)

CHIP Workgroups are researching strategies to move forward with CHIP implementation. An update of each workgroup is listed below:

The CHIP Access to Healthcare and Social Services Workgroup's current priority is Objective 1.3 of the CHIP: By December 31, 2018, increase the percentage of Washoe County residents who have a usual primary care provider.

During the June 2016 meeting, State Medicaid provided an in-depth presentation of Medicaid regulations and eligibility requirements. The presentation resulted in much discussion related to the lack of physicians accepting Medicaid patients and the possible reasons both primary care physicians and specialists do not accept Medicaid patients. The Workgroup hopes to continue to brainstorm solutions to address the barrier of "lack of health insurance", and now "lack of physician access" during the July 2016 meeting.

Subject: District Health Officer Report

Date: July 28, 2016

Page 3 of 3

The CHIP Food Security Workgroup's current priority is Objective 8.5 of the CHIP: By December 31, 2016, develop a Washoe County Community Garden Plan to identify goals, objectives, and strategies for Community Gardens in low-income communities.

The Workgroup will participate in another Family Healthy Festival to take place on July 27th and will provide: gardening instructions, free herbs and vegetables, fresh food education, and recipes, in an effort to raise awareness and provide education related to fresh produce. Due to the success of the Gardening Booth at the May 25th Family Health Festival, the workgroup was able to and recruit ten volunteers, one of which is a nursing student from Orvis School of Nursing who will be responsible for evaluating the booth efforts. The Community Health Alliance donated funds to purchase needed supplies.

The CHIP Education Workgroup and Behavioral Health Workgroup have combined to form one workgroup as they are both addressing the same CHIP objectives, to include objectives related to: youth bullying, depression, and suicide. Workgroup members are working to create a new name for the combined CHIP workgroups. Think Kindness provided a presentation at the June meeting in relation to their programs and how the organization is working encourage kindness among our youth. The presentation led to a discussion of organizations that provide direct services for positive mental health (Think Kindness) and those organizations that indirectly promote positive mental health (Coaches Challenge through increasing physical activity).

The Health District continues to be engaged in the Community Opioid Response Alliance and discussions regarding our community prescription drug abuse epidemic.

Other Events and Activities

Attended REMSA Board meetings on June 24 and July 22.

Held General Staff meeting July 5.

Chaired a TMHC Steering Committee meeting July 6.

Participated in the EMS Advisory Board meeting July 7.

Met with ACM Schiller and Councilmember Ratti regarding preparations for effects of recreational marijuana in Nevada July 7.

Participated in the Nevada Health Authorities Call July 7.

Attended Washoe County Department Heads meeting July 13.

Participated in Nevada Public Health Foundation Board meeting on July 13.

Participated in the Accela Regional Project - Management Oversight Group Quarterly meeting July 14.

Participated in the Nevada Public Health Association Advocacy call July 15.

Met with the Division Directors and Supervisors on July 6 and with the Division Directors July 20. I meet regularly with the Division Directors and ODHO staff on an individual basis.

Health District Media Contacts: June 2016

<u>DATE</u>	<u>MEDIA</u>	<u>REPORTER</u>	<u>STORY</u>
6/30/2016	Las Vegas Review Journal	Pushtana Usufzy	Mosquitos - Ulibarri
6/30/2016	KOLO CH8 - ABC Reno	Catherine Van	Trailhead Fire - Inouye
6/30/2016	KRNV CH4 - NBC Reno	Cassie Wilson	Trailhead Fire - Inouye
6/30/2016	KTVN CH2 - CBS Reno	Angela Schilling	Trailhead Fire - Inouye
6/29/2016	Edible Reno-Tahoe Magazine	Jessica Santina	Washoe County School District Wellness Policy - Seals
6/23/2016	KOLO CH8 - ABC Reno	Terri Russell	Crisis Standards of Care - Esp/Todd
6/21/2016	KKOH Radio 780AM - CNN Reno	Daniella Zannino	Hospitality Heroes - Alberti
6/15/2016	KRNV CH4 - NBC Reno	Joe Hart	Ecoli in Panther Valley - Ulibarri
6/14/2016	KRNV CH4 - NBC Reno	Joe Hart	Ecoli in Panther Valley - Ulibarri
6/14/2016	KUNR 88.7 FM - PBS Reno	Ahn Gray	Measles - Ulibarri
6/14/2016	KOLO CH8 - ABC Reno	Colin Lygren	No Idle Campaign - Albee
6/13/2016	KOLO CH8 - ABC Reno	Ed Pierce	Mass Casualty Preparedness - Ulibarri
6/10/2016	KTVN CH2 - CBS Reno	Luis Mugnano	Zika - Todd
6/7/2016	KRNV CH4 - NBC Reno	Ben Margiott	Mosquitos - Shaffer
6/7/2016	KRNV CH4 - NBC Reno	Emily Pacillo	Pool Inspections - English
6/5/2016	KKOH Radio 780AM - CNN Reno	Dave Preston	WashoeEats/Food Regulations - Macaluso
6/2/2016	KTVN CH2 - CBS Reno	John Potter	Mosquitos - Shaffer/Lumpkin
6/2/2016	KOLO CH8 - ABC Reno	Terri Russell	Mosquitos - Shaffer
6/2/2016	KTVN CH2 - CBS Reno	Andi Guevara	Reno/Sparks Indian Colony MOU - Shipman

Press Releases/Media Advisories/Editorials/Talking Points

6/30/2016	Health District donates PPE	Ulibarri
6/20/2016	Local hospitality venues honored	Ulibarri
6/3/2016	Food safety workshops	Ulibarri
6/1/2016	Health District begins mosquito abatement	Ulibarri
6/1/2016	Minimize risk during heat waves	Ulibarri

Social Media Postings

Facebook	AQMD/CCHS/ODHO 83 EHS	
Twitter	AQMD/CCHS	42
2016 Be Idle Free Web Posting recap	OurCleanAir.com	9 new likes 22,382 people reached 1,785 click throughs to website
Grindr/Sexual Health Program	CCHS	60 popups 816,695 total engagement



Opioid Data, Prevention, and Treatment Efforts in Nevada

Julia Peek, MHA
Deputy Administrator
Community Services

Stephanie Woodard, Psy.D.
Licensed Clinical Psychologist
Bureau of Behavioral Health, Prevention, and Wellness

Nevada Division of Public and Behavioral Health



Time is right for action...

- Senate Bill (SB) 459
 - Good Samaritan
 - Naloxone
 - Prescriber Education
 - Mandatory Use of PMP



- | | |
|------------------------------------|--------------------------------------|
| ■ PMP | ■ ID Requirement |
| ■ Doctor Shopping Law | ■ Support for Substance Use Services |
| ■ Physical Exam Requirement | ■ Pharmacy Lock-In Program |
| ■ Good Samaritan Law | ■ Support for Naloxone Use |
| ■ Prescriber Education Requirement | ■ Mandatory Use PDNP |



Prevention/Intervention Efforts

- Prevention for States Grant (CDC)
 - Implement recommendations from the NGA Governor's plan to reduce prescription drug abuse
 - Prevention
 - PMP usage
 - Data analysis and evaluation
 - Training
 - Interventions



Nevada compared to the nation

Health care providers in different states prescribe at different levels.

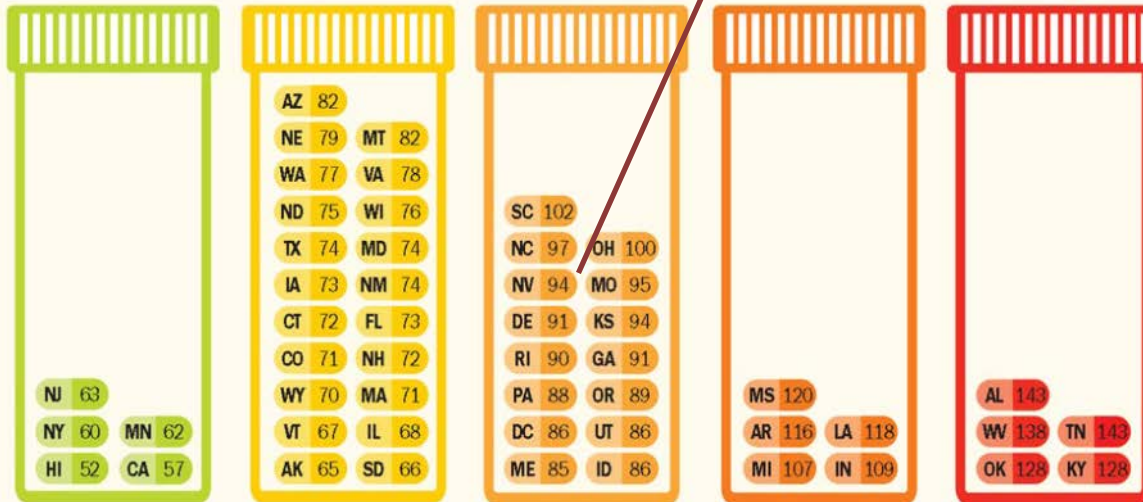
Nevada physicians write 94 painkiller prescriptions for every 100 Nevada residents

Number of painkiller prescriptions per 100 people

Lowest

Average

Highest

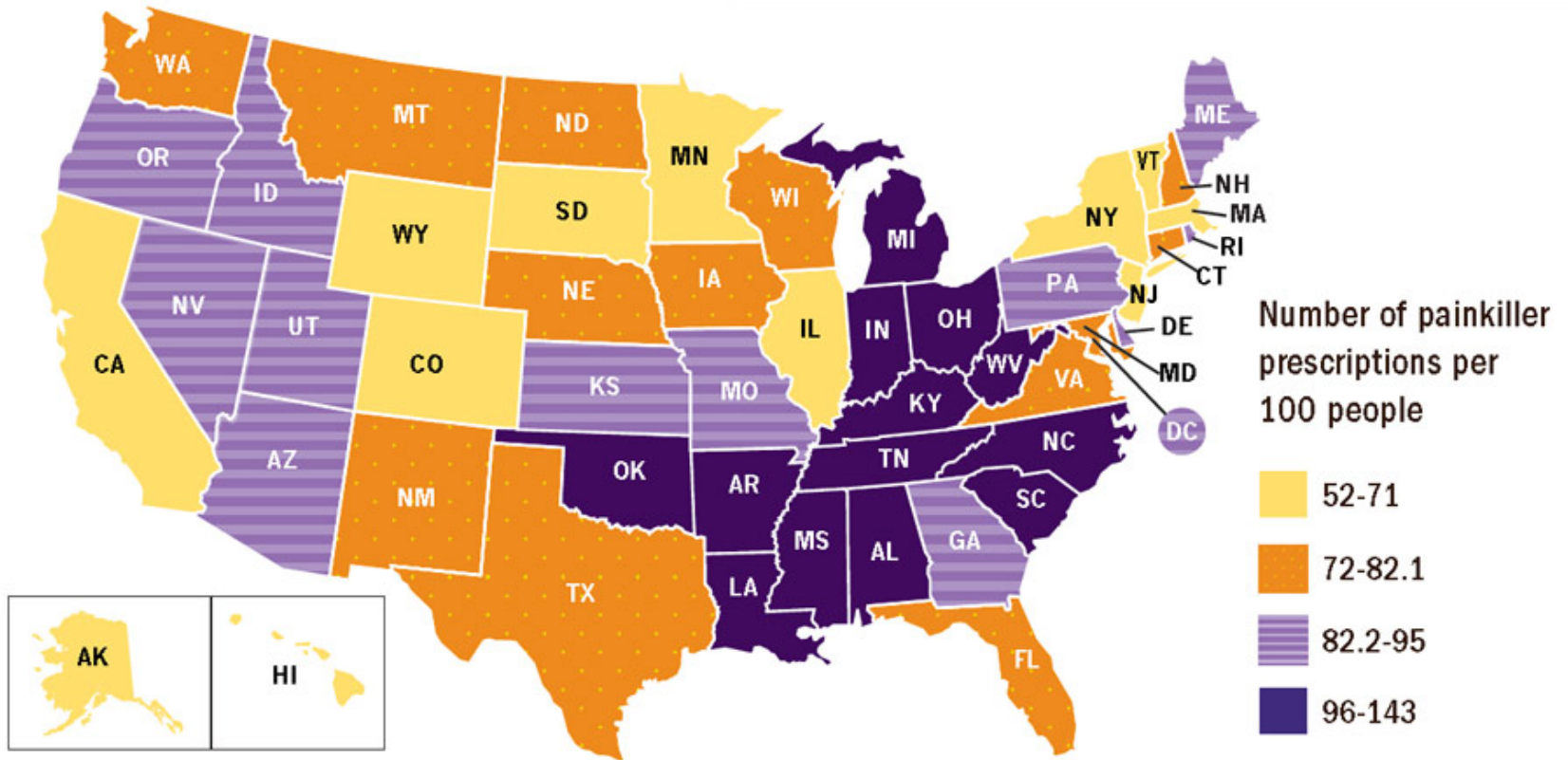


State Abbreviation — **GA** 91 — Number of painkiller prescriptions per 100 people

SOURCE: IMS, National Prescription Audit (NPA™), 2012.



Some states have more painkiller prescriptions per person than others.





Nevada Prescription Monitoring Program (PMP)

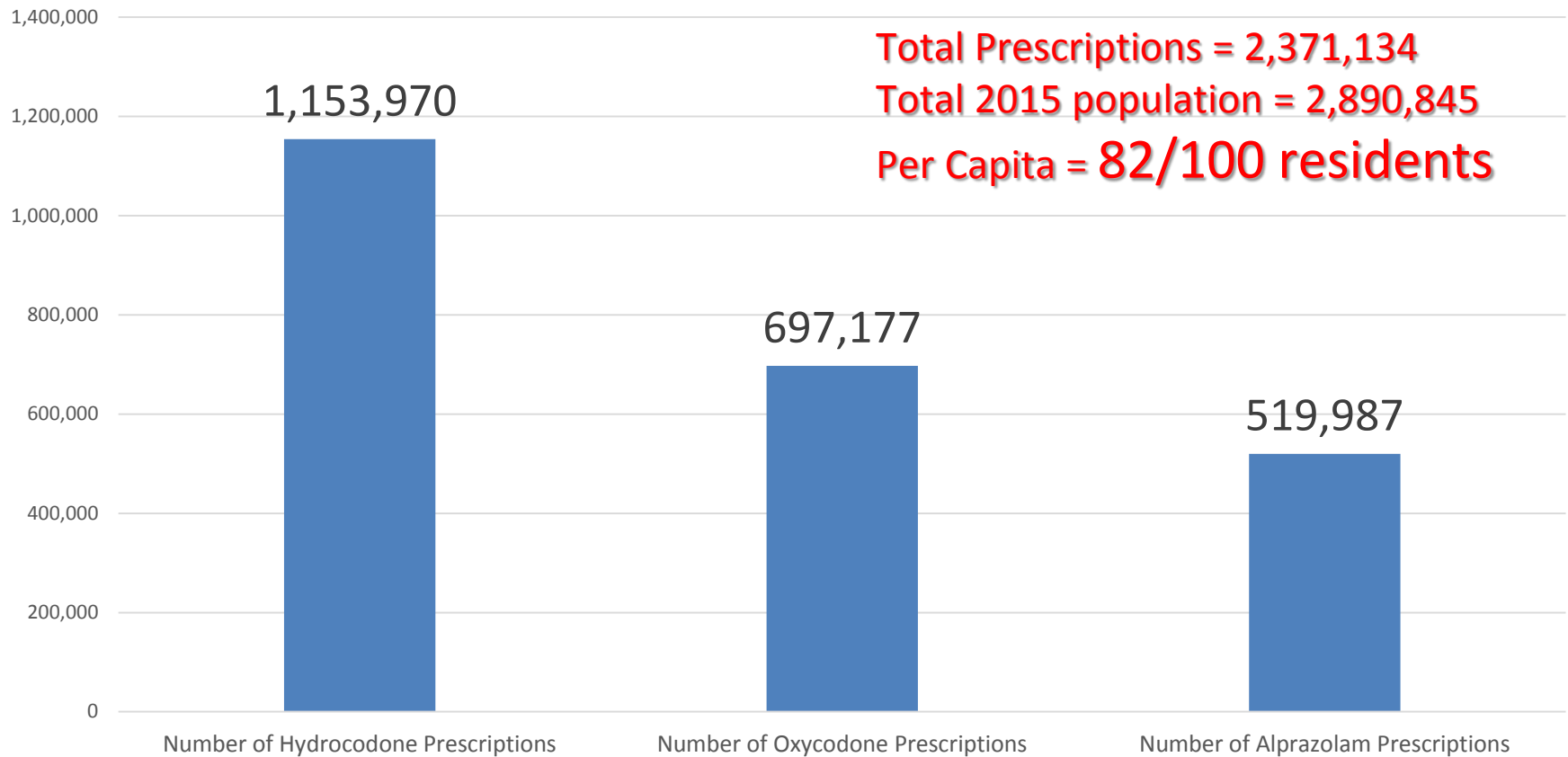
- From July 1, 2014 to June 30, 2015:
 - 5,215,659 prescriptions for controlled substances were filled
 - 362,635 queries performed by physicians (MDs, DOs)





PMP Prescriptions, 2015

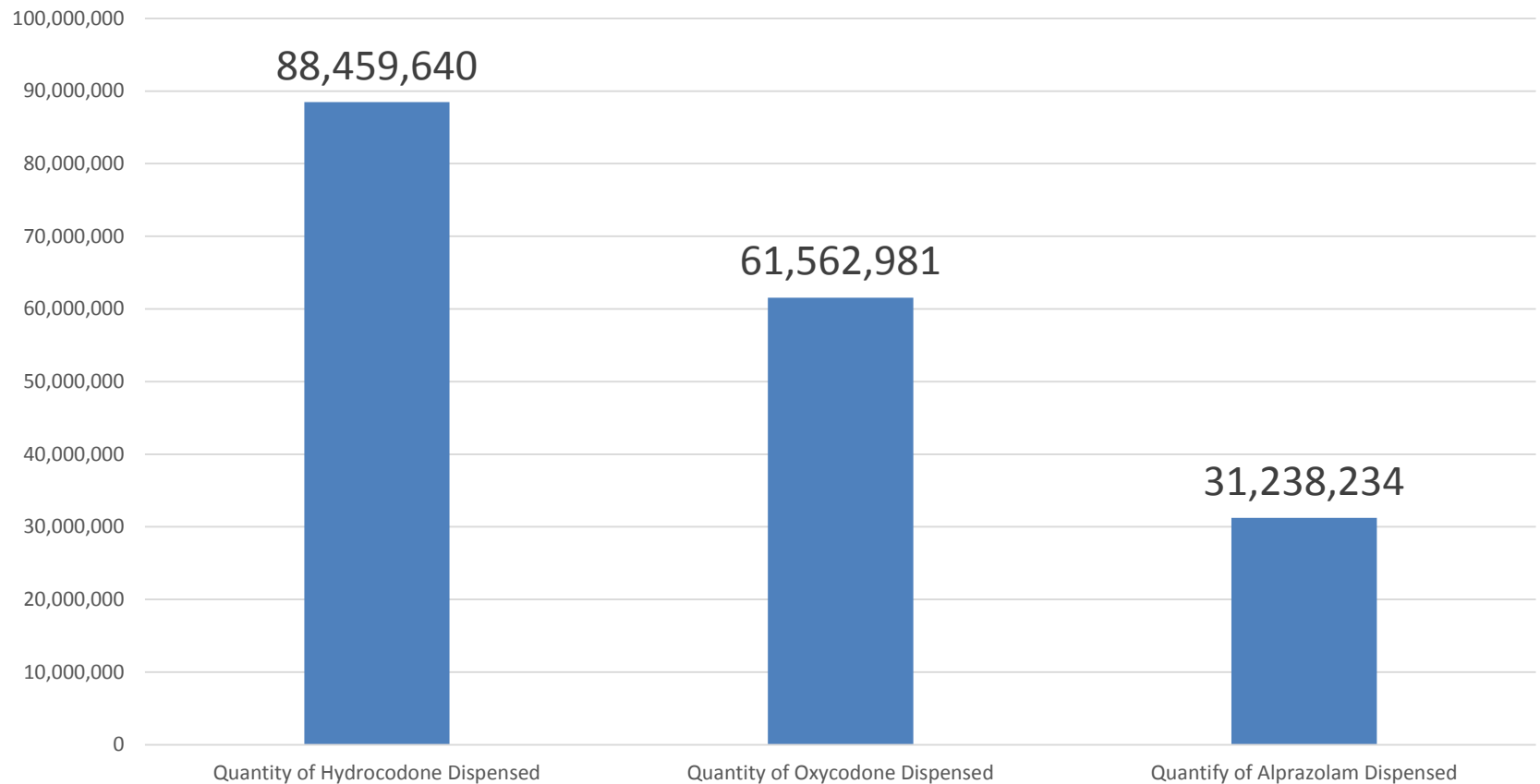
Number of Prescriptions by Type, CY 2015





PMP Quantity Dispensed, 2015

Quantity Dispensed by Type, 2015



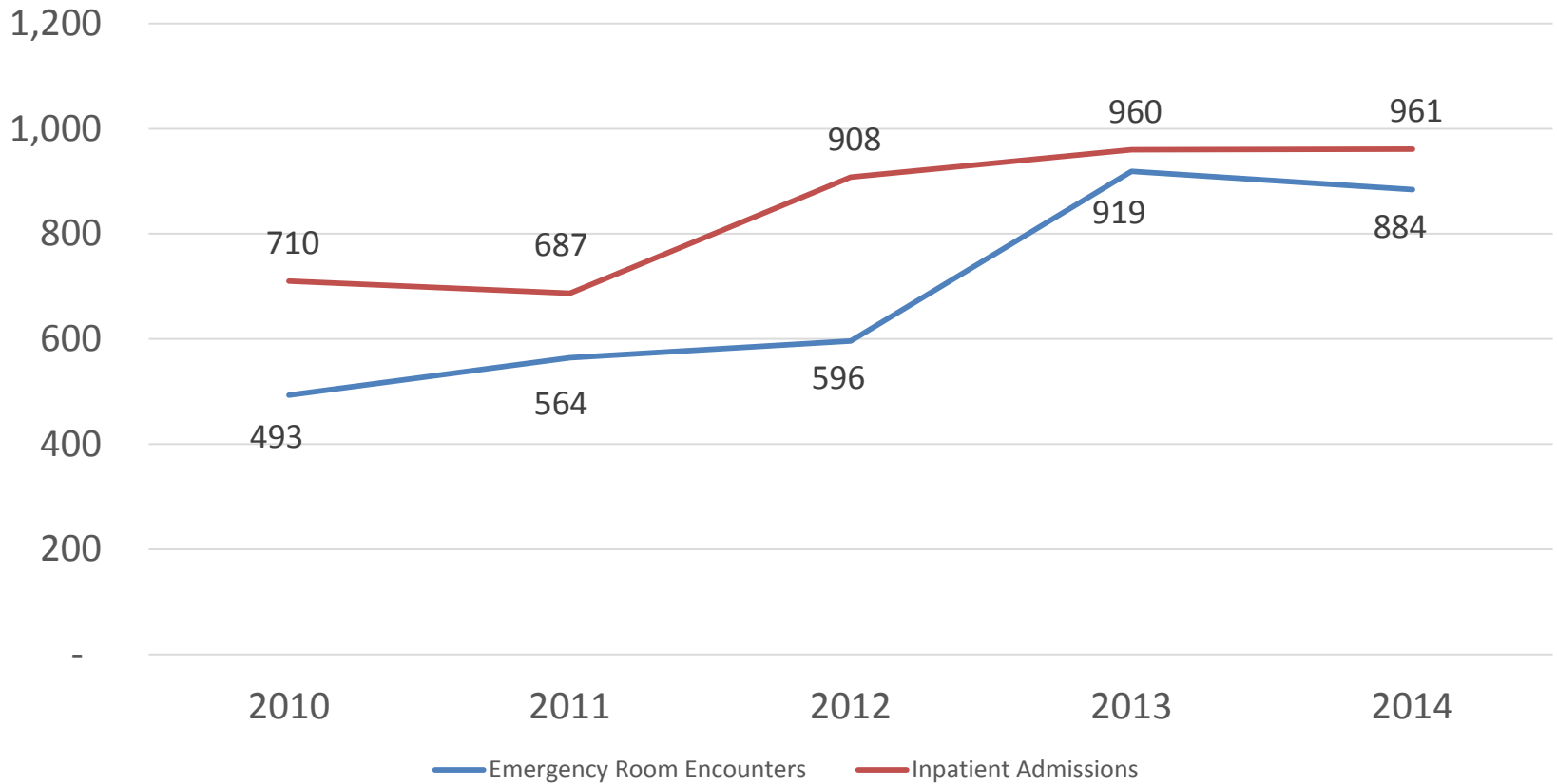


Billing Data

- The following ICD-9 Codes are included in these data:
 - 304.0 Opioid type dependence
 - 304.7 Combinations of opioid type drug with any other drug dependence
 - 305.5 Nondependent opioid abuse
 - 965.0 Poisoning by opiates and related narcotics
 - E850-E852 Accidental poisoning by heroin, methadone, other opiates and related narcotics

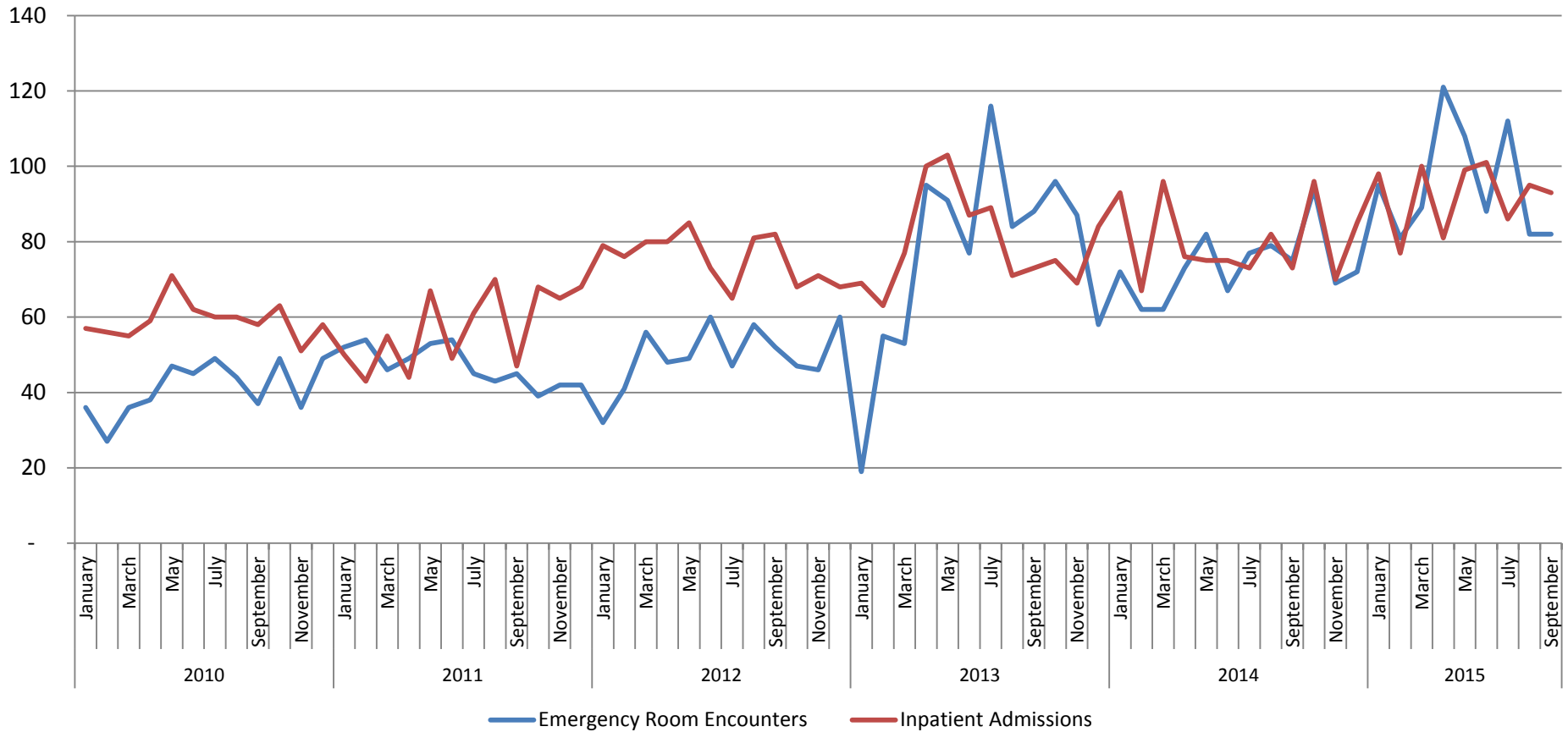


Hospital Data Related to Opiate Dependence, Washoe County Residents





Opiate Related Hospitalization Data, Washoe County Residents





Opiate Related Inpatient Hospital Admissions by Payer, Washoe County Residents

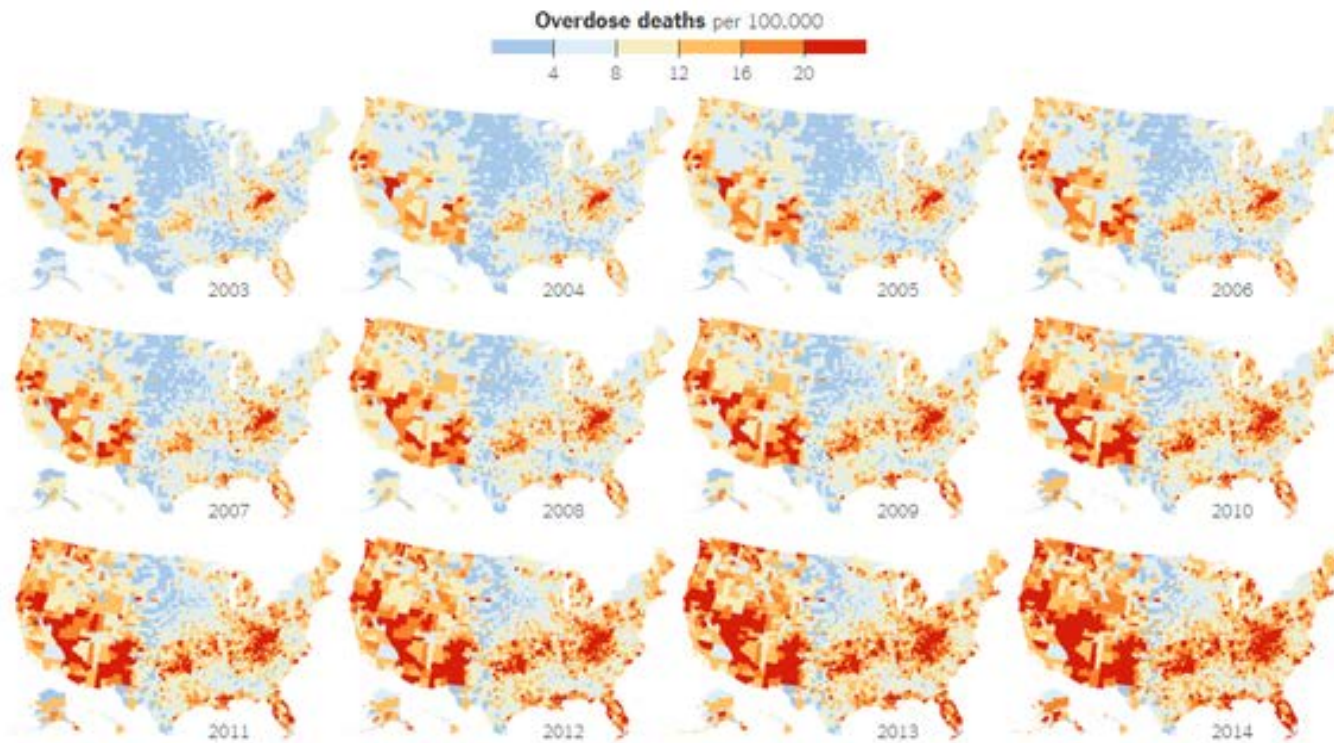
	Percent of Admission by Payer					
	2010	2011	2012	2013	2014	2015 Q1-Q3
Medicare	32%	32%	38%	39%	36%	30%
Medicaid	16%	15%	13%	11%	27%	29%
HMO	19%	22%	22%	19%	10%	6%
Self Pay	10%	9%	15%	19%	9%	5%
Commercial Insurer	1%	1%	2%	2%	9%	22%
Negotiated Discounts e.g. PPO	14%	15%	3%	3%	0%	0%
County Indigent Referral	1%	3%	3%	2%	6%	5%
CHAMPUS OR CHAMPVA	5%	2%	3%	3%	2%	1%
Miscellaneous	3%	1%	1%	1%	0%	0%
Charity	1%	0%	0%	1%	0%	0%
All Workers Compensation e.g. (SIIS)	0%	0%	0%	0%	1%	0%
Other Blue Cross/Blue Shield	0%	0%	0%	0%	0%	0%
Unknown	0%	0%	0%	0%	0%	0%
Missing	0%	0%	0%	0%	0%	1%
Total	100%	100%	100%	100%	100%	100%



Overdose Deaths

How the Epidemic of Drug Overdose Deaths Ripples Across America

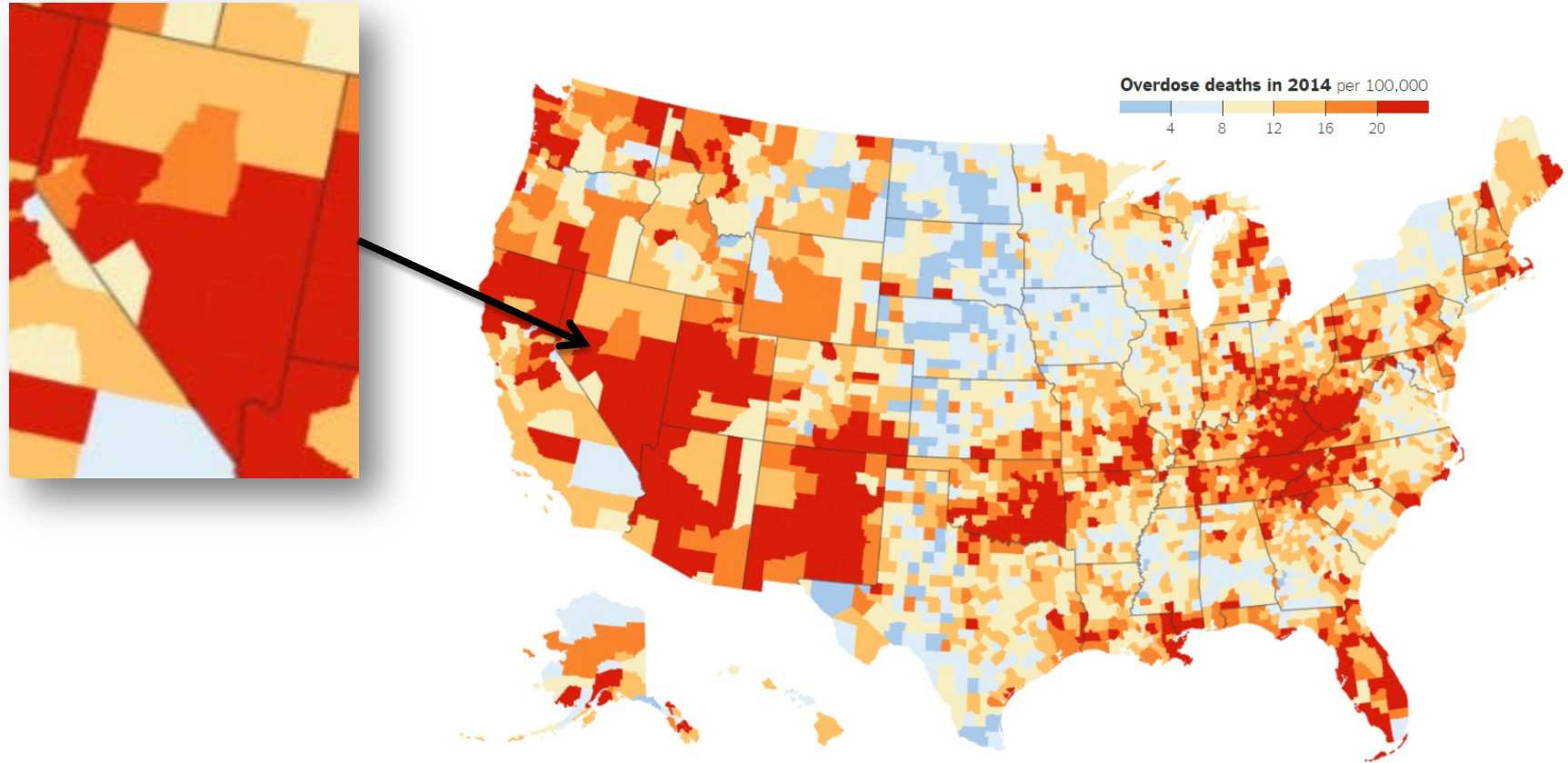
By HAEYOUN PARK and MATTHEW BLOCH JAN. 19, 2016



[New York Times, 2016](#)



Overdose Deaths, 2014





Opioid Overdose

- The most common drugs involved in prescription opioid overdose deaths include:
 - Methadone
 - Oxycodone (such as OxyContin®)
 - Hydrocodone (such as Vicodin®)³
- Among those who died from prescription opioid overdose between 1999 and 2014:
 - Overdose rates were highest among people aged 25 to 54 years.
 - Overdose rates were higher among non-Hispanic whites and American Indian or Alaskan Natives, compared to non-Hispanic blacks and Hispanics.
 - Men were more likely to die from overdose, but the mortality gap between men and women is closing.



At least
HALF



of all opioid overdose deaths involve a **prescription opioid.**

[Centers for Disease Control and Prevention, 2016](#)



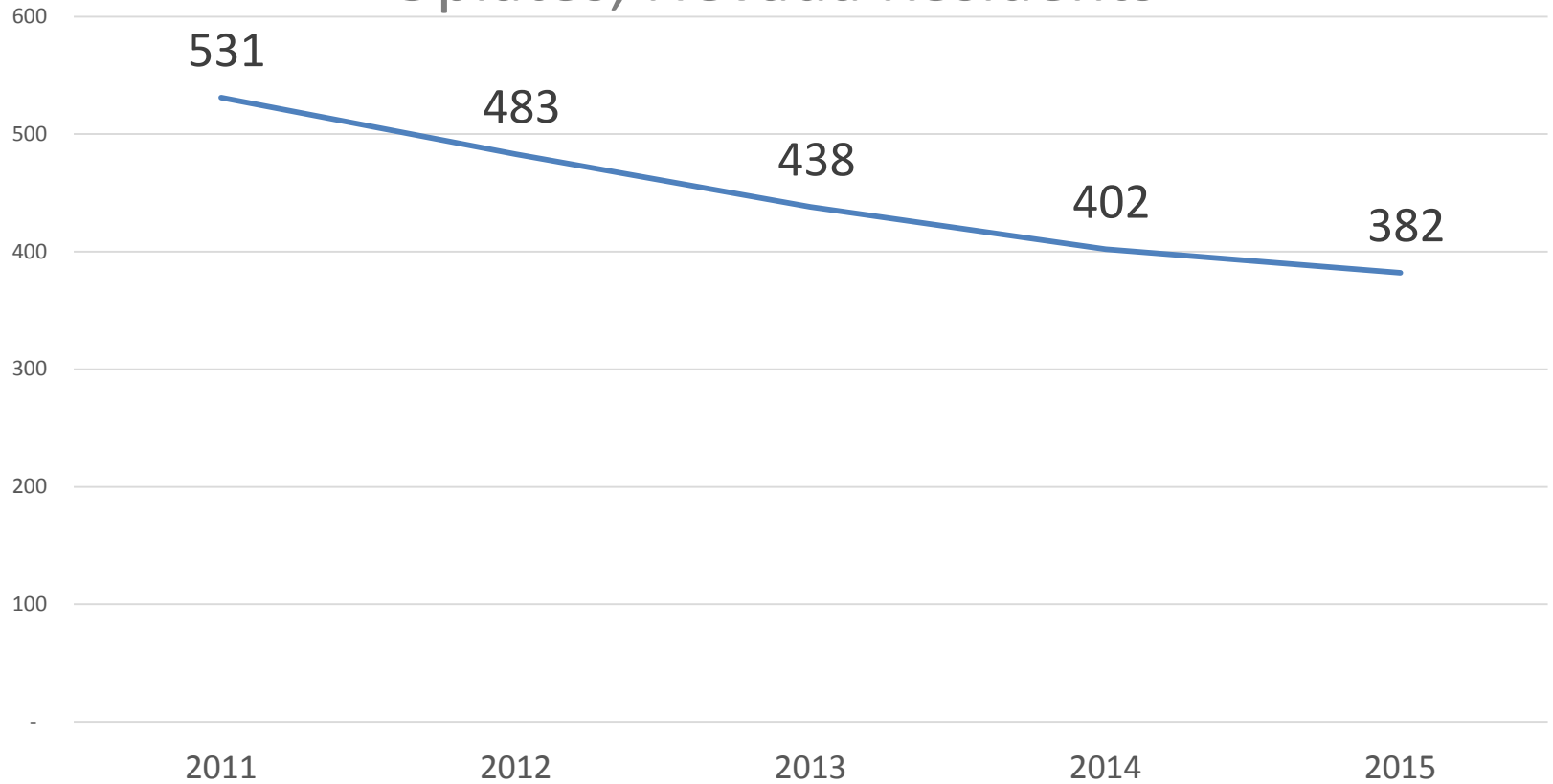
Progress in Nevada

- The age-adjusted rates of drug overdose deaths have increased by 6.5% in the United States between 2013 and 2014.
- Only 10 states experienced a decrease in that time period
 - Nevada (-12.8%) was second only to Montana (-14.5%) in the states with the largest percentage decrease in deaths

[Centers for Disease Control and Prevention, 2016](#)



Overdose Deaths Related to Opiates, Nevada Residents



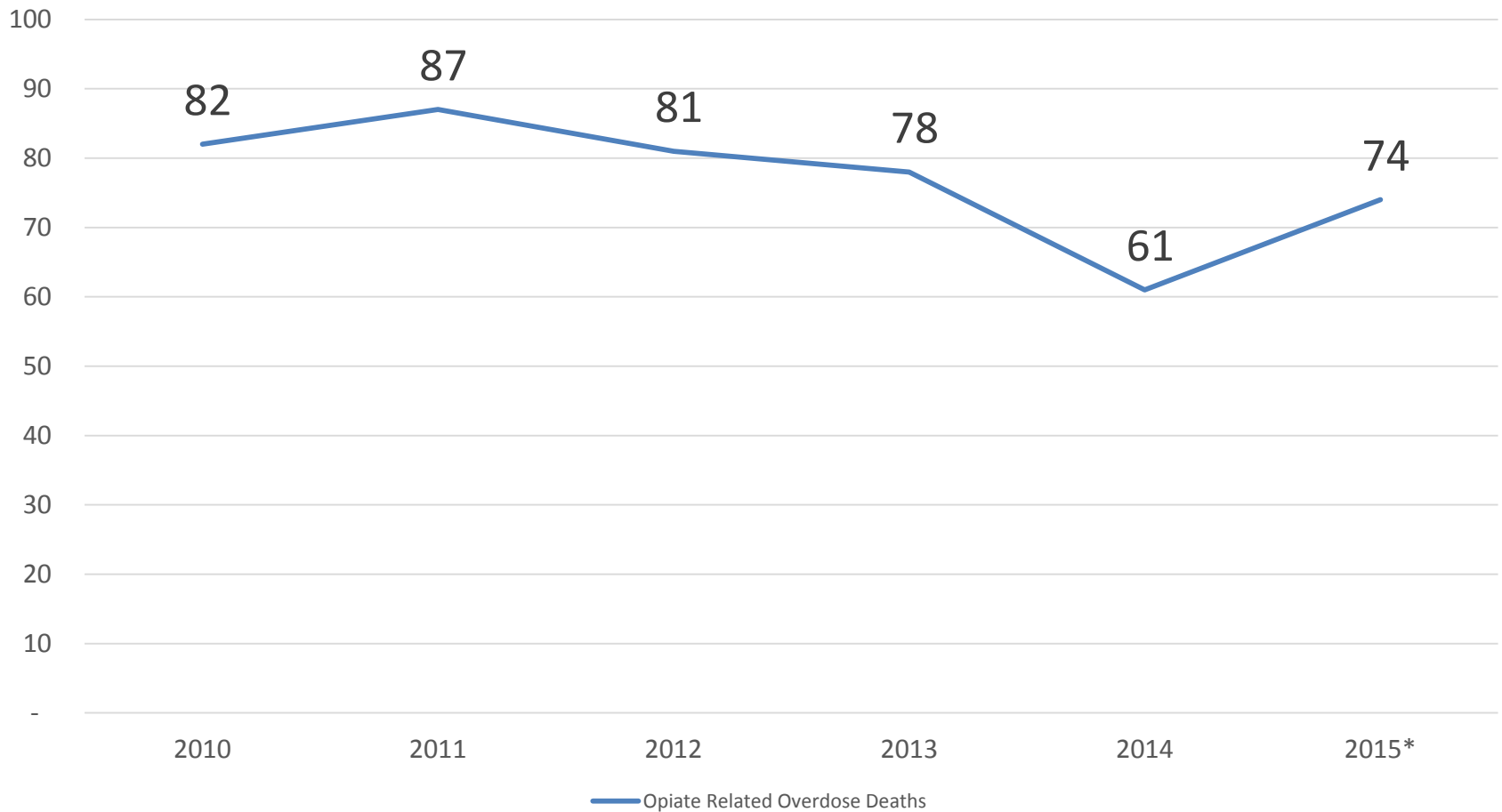
The following axis Codes are included in these data:

- T40.1 Heroin
- T40.2 Opioid Analgesics
- T40.3 Opioid Analgesics
- T40.4 Opioid Analgesics
- T40.6 Other and unspecified opioids

— Opiate Related Overdose Deaths



Overdose Deaths Related to Opiates, Nevada Residents





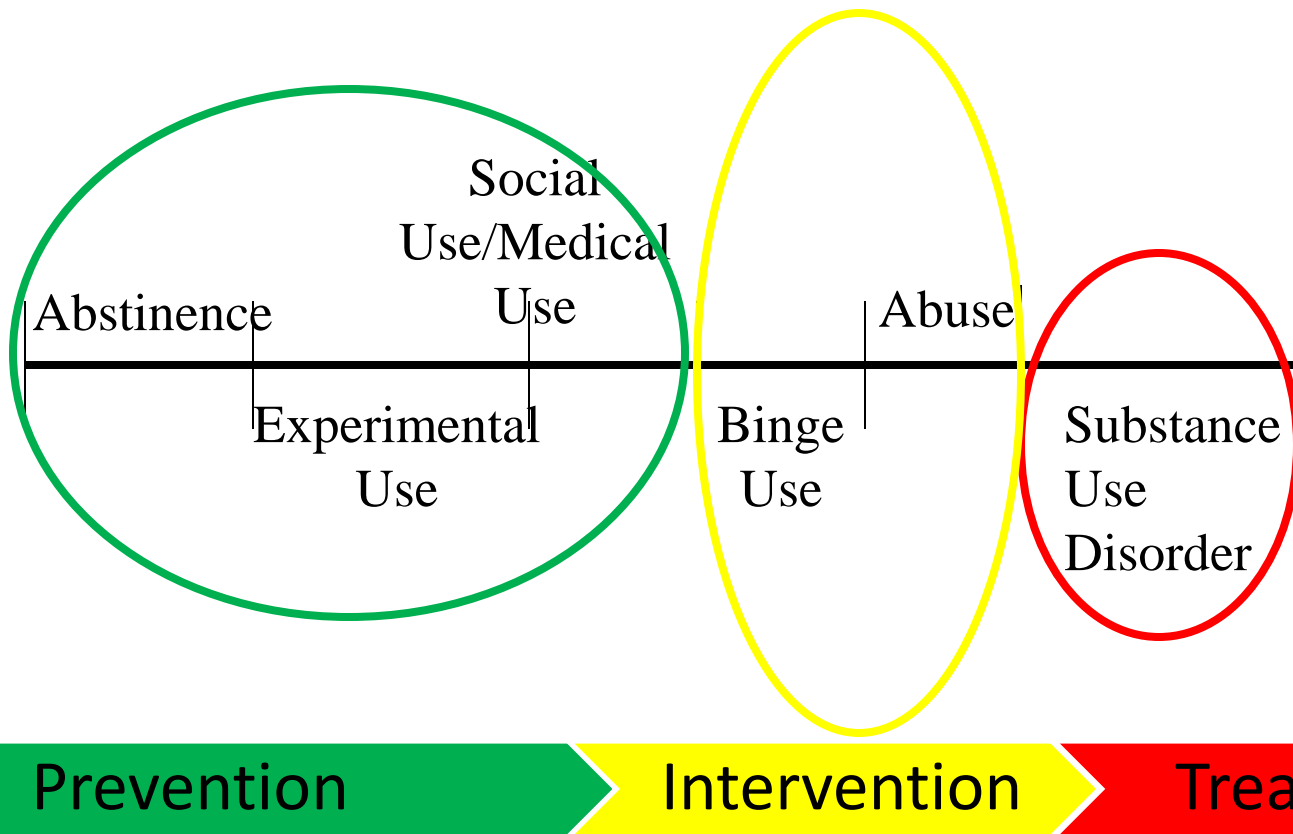
Future Data Projects

- Greater analysis of PMP data
 - Prescribing patterns (prescriber and patients)
 - As it related to hospitalizations and overdose
- Greater breakdown of factors related to overdose and hospitalizations
 - Target prevention and treatment efforts
- Law enforcement data sharing
- Tracking of naloxone/narcan



Public Health Model

A Continuum of Substance Use





Intercepts for Prevention, Intervention, Treatment and Recovery

Prevention

Limit Access To Medications
Awareness of Consequences of Opioid Misuse and Addiction
Multidisciplinary care for pain evaluation and treatment

Intervention

Screening, brief intervention and referral to treatment
Access and use of and Motivational Enhancement
Overdose Education/
Naloxone Distribution
CIT Training

Harm Reduction

Treatment

Opioid Treatment Programs
Detoxification Services
Treatment for Special Populations
Sequential Intercept Model for Criminal Justice

Recovery

Long-term supports
Recovery Friendly workplaces
Social Determinates of Health



Continuum of Care: Screening

- Range of settings, provided by a range of providers, and focused across populations.
- Behavioral health integrated into healthcare settings can provide non-pharmacological treatments for chronic pain and brief interventions for those at risk of misuse and high-risk use of substances.



Screening, Brief Intervention, and Referral to Treatment (SBIRT)

- Screening, Brief Intervention, and Referral to Treatment is a public health intervention.
- Screening is universal.
- Goal is to identify individual level of risk and intervene with the most appropriate response, not to look for addiction.
- Stratifies risk, encourages early intervention, matches stage of change with interventions.
- Evidence-Based Practice for Alcohol Use, Emerging Practice for Opioid Use

Source: Institute for Research, Education, and Training in Addictions



Screening, Brief Intervention, and Referral to Treatment: Challenges

- Lack of clear guidelines for screening and brief intervention.
- Fear of alienating patients.
- Concern that there is not enough time to screen and intervene.
- Limited or lack of reimbursement for screening and brief interventions.
- Lack of knowledge about referral sources.

Source: Institute for Research, Education, and Training in Addictions



Screening, Brief Intervention, and Referral to Treatment: Opportunities

- Screening, Brief Intervention, and Referral to Treatment has been identified as one of the Governor Sandoval's key objectives in Nevada's Strategic Planning Framework 2016-2020.
- Scale up training and support for implementation to practice.
- Expand opportunities for integrated healthcare practices.
- Investigate and disseminate re-imbusement information.
- Implement programs (i.e.HavBed) for coordinated referrals.
- Establish care coordination standards across payers.
- Consider addition of National Committee for Quality Assurance (NCQA®) measures to support data collection for evaluation.



Continuum of Care: Treatment

- Treatment in Nevada: Individuals who met criteria for illicit substance abuse or dependence, only 14.4% received treatment in the past year. (BH Barometer, 2016). This was similar to the national average.
- Expansion of treatment since 2014 with the addition of SAAM
- Integration of Behavioral Health into Primary Care and Medical settings will increase access to screening, assessment and treatment
- Opportunities to engage health systems in ensuring appropriate discharge for individuals with ER/inpatient admissions
- Expansion of Medication Assisted Treatment and Residential Treatment is a priority, spans special populations
- Specialty Courts and criminal justice play a role in access to treatment
- Since 2013, over 50% of individuals referred to SAPTA funded treatment (2015: 2,974 out of 5,752)



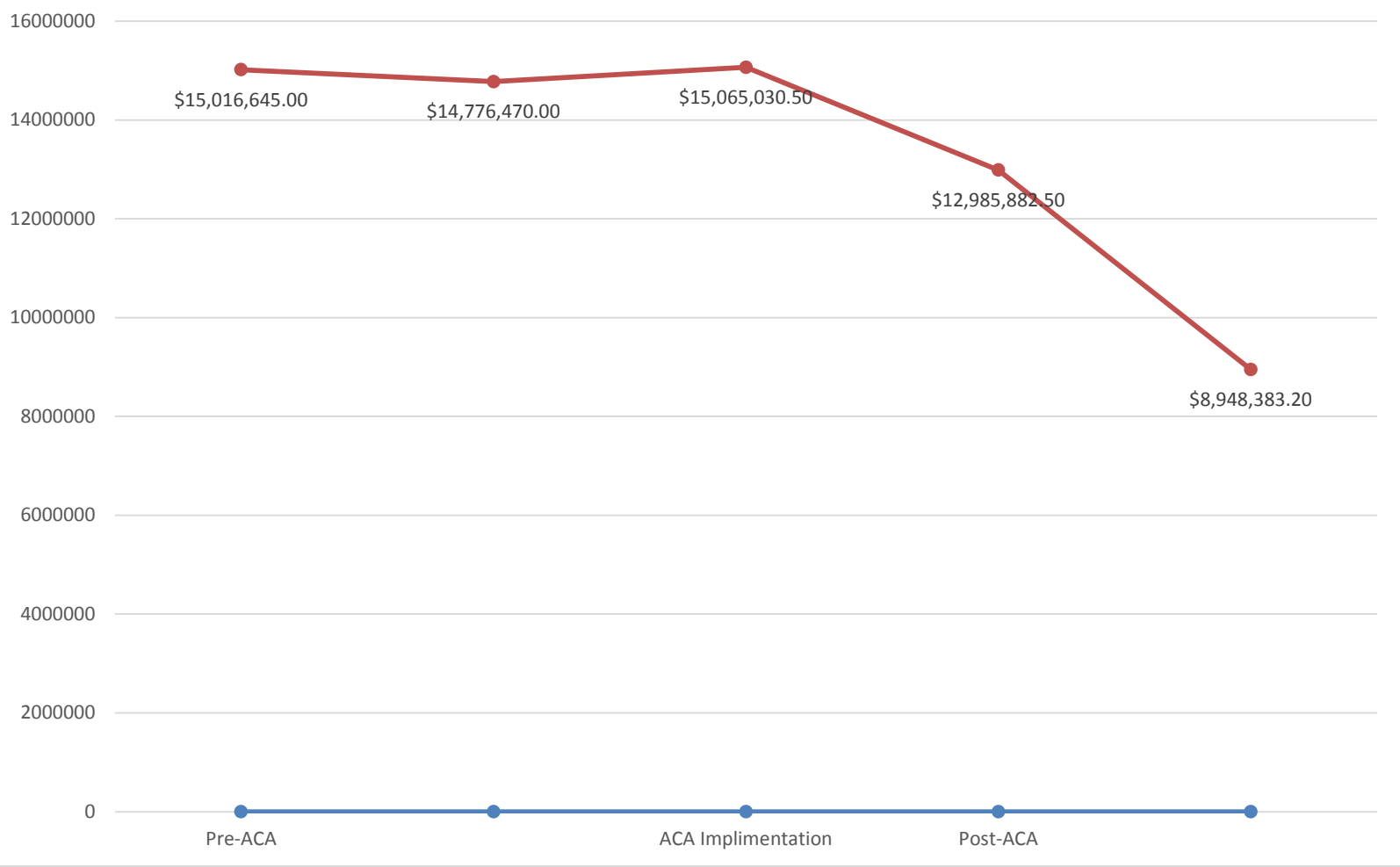
Continuum of Care: Treatment

- Prior to 2014, the majority of treatment for substance use disorders was paid for by the Division of Public and Behavioral Health, Substance Abuse Prevention and Treatment Agency (SAPTA).
- January 2014, only SAPTA-funded providers were eligible to enroll as Medicaid providers under Provider Type 17-Specialty 215 under the Division of Health Care Finance and Policy (DHCFP) Substance Abuse Agencies Model (SAAM).
- In 2016, Provider Type 17-Specialty 215 was expanded to all SAPTA-certified providers.
- Covered services include Prevention/Early Intervention, Outpatient Treatment, Medically Managed Intensive Inpatient Withdrawal Management Program, and Opioid Use Treatment.
- Limitations include Residential levels of care and counseling as part of the Opioid Use Treatment Program.
- SAPTA Continues to cover Prevention, Early Intervention, Outpatient Treatment, Withdrawal Management, Residential Care, Transitional Living, and Opioid Use Treatment.

Source: Division of Health Care Financing and Policy, Chapter 400



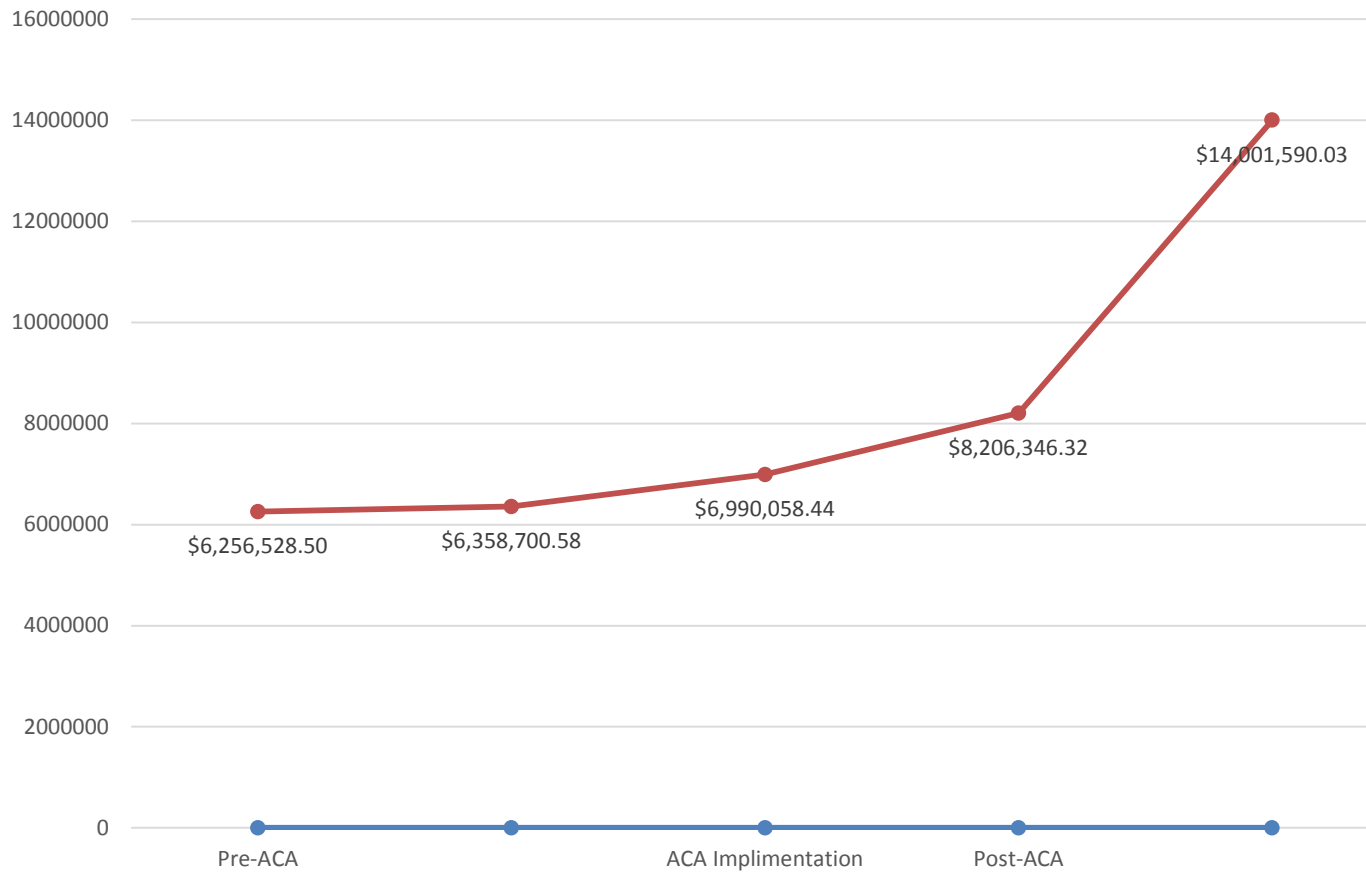
Provider Type 17 Expenditure Trend Pre & Post Affordable Care Act Implementation Substance Abuse Prevention and Treatment Agency Billing data FY2011-2015





Provider Type 17 Expenditure Trend Pre & Post Affordable Care Act Implementation

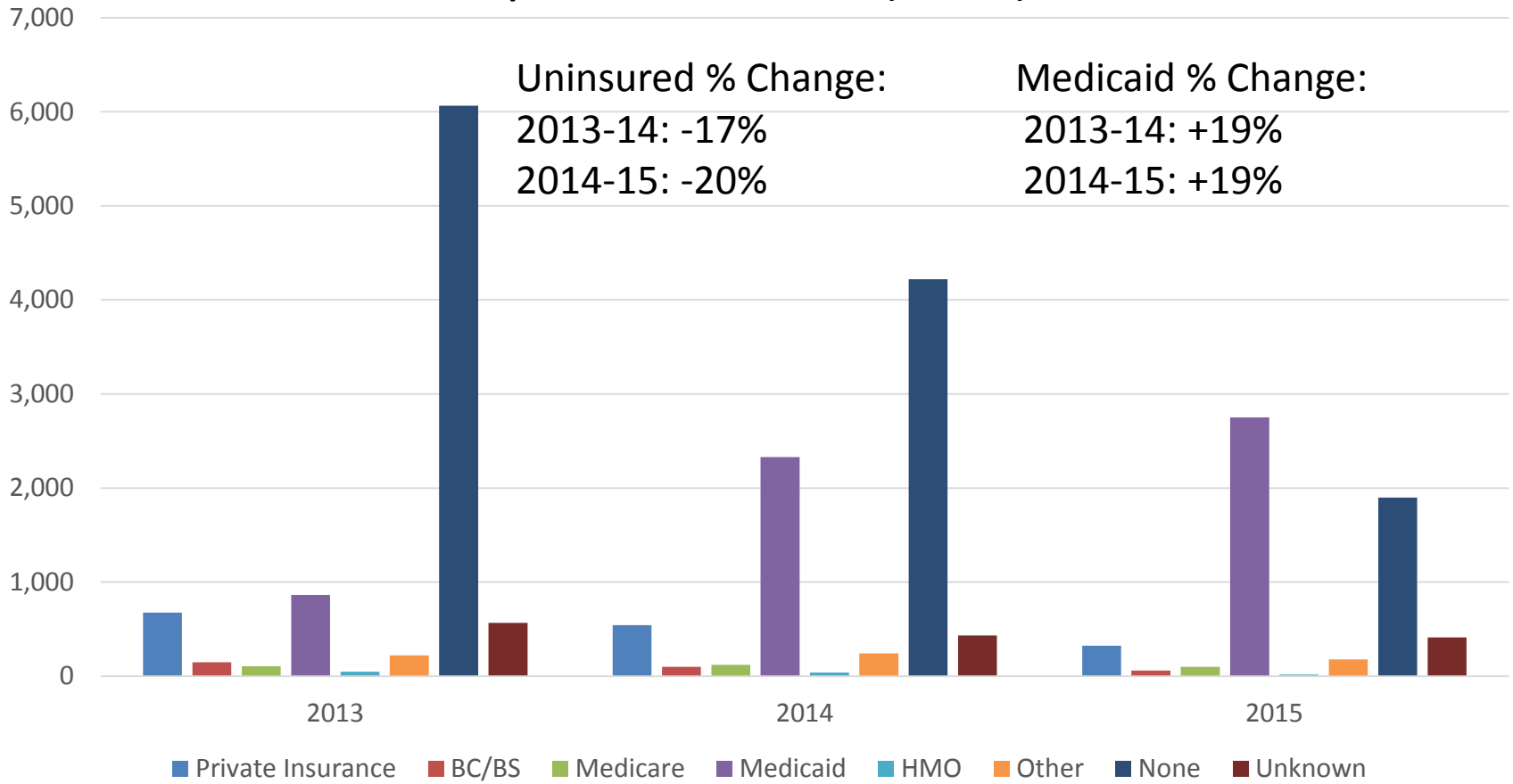
Division of Health Care Finance and Policy Billing Data FY2011-2015





Admissions by Health Insurance

Treatment Episode Data Set (TEDS) 2013-2015





Treatment for Substance Use Data: Challenges

- Unlike other public health surveillance, such as communicable diseases and cancers, substance abuse treatment is not reportable
- Data is gathered from multiple sources including billing/claims data
- No uniform data set for consistency across payers
- Data must be pieced together across payers including Medicaid Fee-For-Service, Managed Care, and Substance Abuse Treatment and Prevention Agency (SAPTA) funded providers
- Gaps in statewide data remain for certified, non-funded providers and other 3rd party payers



Washoe County SAPTA Providers Overview

Certified	19
Funded	8
Total Number of Locations	18
Level 0.5 Early Intervention	1
Level 1 Outpatient	8
Level 2.1 Intensive Outpatient	4
Level 2.5 Partial Hospitalization	0
Residential	4
Transitional	4
Women's Services	1
Adolescent Services	1



Certified Medication Assisted Treatment Providers in Nevada

Adelson Clinic - LV*

Center for Behavioral Health – LV, North LV, Reno

Desert Treatment Clinic – LV, Henderson

Eastern Treatment Clinic - LV

Life Change Center – Carson City, Sparks

Mission Treatment Centers, Inc. – LV, Henderson

Nevada Treatment Center - LV

New Beginnings Counseling Center – LV, North LV

Northern Nevada Locations	3
Southern Nevada Locations	12
Rural Locations	0

* Funded and Certified



WASHOE COUNTY CAPACITY DATA

The information in this report is specific to the Substance Abuse Prevention and Treatment Agencies certified and funded treatment providers (June 2016)

	ADULT & ADOLESCENT SERVICES		WOMENS SERVICES	
	<i>Max Capacity</i>	<i>Current Client Count</i>	<i>Max Capacity</i>	<i>Current Client Count</i>
Comprehensive Evaluation*	10	8	0	0
Level 0.5: Early Intervention	0	0	0	0
Level 1: Outpatient Services	548	399	52	21
Level 2.1: Intensive Outpatient Services	55	24	30	8
Level 2.5: Partial Hospitalization Services	0	0	0	0
Level 3.1: CM Low-I Residential Services	50	47	20	19
Level 3.2-WM: CM Residential WM	0	0	0	0
Level 3.5: CM Med-I Residential Services	21	21	0	0
Level 3.7: MM High-I Inpatient Services	0	0	0	0
Level 3.7-WM: MM Inpatient WM	20	12	0	0
Opioid Treatment Services	0	0	0	0
Transitional Housing*	82	61	25	10
Drug Court Service*	212	164	20	2
Civil Protective Custody/Withdrawal Management*	20	0	0	0



WASHOE CO. WAITLIST DATA : Point-In-Time Survey of Funded SAPTA Providers June 2016

Level of Care	# of Clients on Waitlist	Average Days on Waitlist	Primary Drug of Choice	Reasons for Being on Waitlist	Population Identifiers (may be counted more than once)
Outpatient	16	64	6-Alcohol 7-Amphetamine 1-Heroin 2-Unknown	9-Waiting for jail/parole release date 4-Scheduled for Assessment 3-Other	7-IV Drug Users 9-Criminal Justice Involvement 10-Co-occurring Issues
Intensive Outpatient	0	0			
Residential	25	12	9-Amphetamines 4-Heroin 4-Alcohol 6-Unknown 1-Opiates 1-Crack/Cocaine	2-Unknown 14-Incarcerated Waiting for Bed 9-Waiting for bed	4- IV Drug User 7-Criminal Justice Involved 14-Incarcerated (Jail) 1-Homeless
Transitional Housing	0	0			



Funding Source By Level Of Care

Level of Care	Primary Funding Source			Secondary Funding Source							
	Amerigroup	BC/BS	HPN	FFS	Self-Pay	SAPTA	Unknown	CPS	CNIC	HTH	Medicare
Level 1	2		4	1			9				
Level 2.1											
Level 2.5											
Level 3.1-3.5	4		1			6	10	4			
Level 3.7											
Level 4											
Transitional Housing											



The Vision for a Good and Modern System

Grounded in a public health model and addresses:

- the determinants of health
- system and service coordination
- health promotion, prevention, screening and early intervention, treatment, resilience and recovery support
- promotes social integration and optimal health and productivity

Source: *Description of a Good and Modern Addictions and Mental Health Service System* (2011)



Public Health Policy

- Increase awareness of covered benefits for treatment, including medication assisted treatment
- Expand funding for residential and transitional living; treatment for special populations including adolescents and pregnant women/women with dependent children
- Collaborate with criminal justice/juvenile justice to build recovery-oriented systems of care; increase transitions to treatment
- Develop a data surveillance system to drive intervention opportunities; Havbed
- Implement best-practices for Medication Assisted Treatment, including Substance Abuse Mental Health Services Administration's (SAMHSA) Federal Guidelines for Opioid Treatment Programs



Public Health Policy

- Increase BH integration into Health Care Settings
- Incentivize utilization of SBIRT to address risk of substance use disorders and early intervention
- Provide interventions for individuals at-risk for developing substance use disorders
- Implement healthcare data systems to enhance quality and measure performance (additional Healthcare Effectiveness Data and Information Set)
- Increase access to MAT; expand services to include counseling and wrap-around services
- Embed opportunities for Overdose Education/Naloxone Distribution throughout health systems



Contact Information

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 - 775-684-2211