

## **Washoe County District Board of Health Videoconference Meeting Notice and Agenda**

### **Members**

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

**Thursday, September 24, 2020  
1:00 p.m.**

**Washoe County Health District  
Commission Chambers, Building A  
1001 East Ninth Street  
Reno, NV**

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

**This meeting will be held by teleconference only.**

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

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

**Phone: 1-669-900-6833**

**Meeting ID: 957 1321 2764**

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**1:00 p.m.**

**1. Roll Call and Determination of Quorum.**

**2. Pledge of Allegiance.**

**3. Public Comment.**

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

As required by the Governor's Declaration of Emergency Directive 006 Section 2, members of the public can public comment by teleconference by logging into the ZOOM meeting via the above link.

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

Public comment requests **must** be submitted to [svaldespin@washoecounty.us](mailto:svaldespin@washoecounty.us) no later than **4:00 p.m. on Wednesday, September 23, 2020.**

**4. Approval of Agenda. (FOR POSSIBLE ACTION)**

September 24, 2020

## 5. **Recognitions.**

### A. Years of Service

- i. Dawn Spinola, 20 years, hired September 1, 2000 – EPHP
- ii. Luke Franklin, 20 years, hired September 11, 2000 – EHS
- iii. Teresa Long, 20 years, hired September 11, 2000 - EHS

### B. Promotions

- i. Christabell Sotelo-Zecena – promoted from Environmental Health Specialist Trainee to Epidemiologist effective August 31, 2020 – EPH

### C. New Hires

- i. Victoria LeGarde – Epidemiologist – hired September 14, 2020 - EPHP
- ii. Sfurti Rathi, Epidemiologist, hired September 14, 2020 - EPHP

### D. Retirements

- i. Mike Wolf – Air Quality Management Supervisor, retired August 21, 2020 - AQM

## 6. **National Preparedness Month Proclamation. (FOR POSSIBLE ACTION)**

Staff Representative: Andrea Esp

## 7. **Consent Items. (FOR POSSIBLE ACTION)**

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

### A. Approval of Draft Minutes – **(FOR POSSIBLE ACTION)**

- i. August 27, 2020
- ii. September 10, 2020

### B. Budget Amendments/Interlocal Agreements – **(FOR POSSIBLE ACTION)**

- i. Approve the Interlocal Agreement between Washoe County Health District (WCHD) and the State of Nevada through its Department of Employment, Training and Rehabilitation Bureau of Vocational Rehabilitation (BVR) for WCHD to provide immunization services to BVR clients and transitional students for the period effective upon approval through December 31, 2024 and authorize the District Health Officer to sign any future amendments.

Staff Representative: Kim Graham

- ii. Approve a Subaward from the Nevada Department of Health and Human Services, Division of Public and Behavioral Health in the total amount of \$109,059.00 (no match required) for the period June 29, 2020 through April 28, 2021 in support of the Community and Clinical Health Services Division (CCHS) Tobacco Prevention and Control Grant Program, IO# 11662 and authorize the District Health Officer to execute the Subaward.

Staff Representative: Kim Graham

### C. Recommendation to Uphold an Uncontested Citation Not Appealed to the Air Pollution Control Hearing Board. **(FOR POSSIBLE ACTION)**

- i. Saltern Investments – Case No. 1231, NOV NO. AQMV20-0003

Staff Representative: Francisco Vega

- D. Authorize to uphold the decision of the Sewage, Wastewater & Sanitation Hearing Board to approve Variance Case #1-20S with conditions of the Health District’s Regulations of the Washoe County District Board of Health Governing Sewage, Wastewater, and Sanitation for Mark Hermann, owner of 3620 Plumas Drive, Reno Nevada, Assessor’s Parcel Number 023-131-42. **(FOR POSSIBLE ACTION)**  
Staff Representative: David Kelly
- E. Acknowledge receipt of the Health Fund Financial Review for August, Fiscal Year 2021. **(FOR POSSIBLE ACTION)**  
Staff Representative: Anna Heenan

- END OF CONSENT -

**8. Regional Emergency Medical Services Authority**

Presented by: Dean Dow and Alexia Jobson

**A. Review and Acceptance of the REMSA Operations Report for September 2020 – (FOR POSSIBLE ACTION)**

**B. Update of REMSA’s Public Relations during September 2020**

**9. Review, approve and adopt a proposed revision to the Health District Refund Policy to streamline the processing of refunds by establishing a non-refundable administrative fee equal to 10% of the Health District fee, in addition to the 4% Regional Tech Fee when applicable, with a refund eligibility period of 90-days from the date of fee submittal and a condition that a refund is not available if staff have completed the work associated with a fee submitted for services. (FOR POSSIBLE ACTION)**

Staff Representative: Charlene Albee

**10. Discussion of Process and Presentation of Evaluation Forms for the District Health Officer’s Annual Review and Possible Direction to Staff to conduct the evaluation. (FOR POSSIBLE ACTION)**

Staff Representative: Laurie Griffey

**11. Staff Reports and Program Updates**

**A. Air Quality Management, Francisco Vega, Division Director**

Program Update - RENOvation, Divisional Update, Program Reports, Monitoring and Planning, Permitting and Compliance.

**B. Community and Clinical Health Services, Lisa Lottritz, Division Director**

Divisional Update – Commitment to Our Future Health Care Workforce; Data & Metrics; Sexual Health (Outreach and Disease Investigation), Immunizations, Tuberculosis Prevention and Control Program, Reproductive and Sexual Health Services, Chronic Disease Prevention Program, Maternal Child and Adolescent Health, Women Infants and Children, and COVID-19 response.

**C. Environmental Health Services, Charlene Albee, Division Director**

Environmental Health Services (EHS) Division Program Updates:  
Consumer Protection (Food, Food Safety, Commercial Plans, Permitted Facilities);  
Environmental Protection (Land Development, Drinking Water, Vector, WM/UST); and  
Inspections.



**Posting of Agenda; Location of Website:**

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

Washoe County Health District Website [www.washoecounty.us/health](http://www.washoecounty.us/health)

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

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

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

# WASHOE COUNTY HEALTH DISTRICT

ENHANCING QUALITY OF LIFE

## *Proclamation*

**WHEREAS**, “National Preparedness Month” creates an important opportunity for every resident of Washoe County to learn more about ways to prepare for all types of emergencies, including public health threats, potential terrorist attacks, and natural disasters; and

**WHEREAS**, it is often neighbors and friends who respond first on the scene after an emergency. This year’s National Preparedness Month theme is “*Disasters Don’t Wait. Make Your Plan Today,*” asking all citizens to *Be Ready* in case of emergency; and

**WHEREAS**, experience tells us that investing in the preparedness of ourselves, our families, businesses and communities can improve the response to and recovery from a disaster or other emergency, thereby reducing the physical, emotional and financial impact of that disaster or emergency in our communities and in our nation; and

**WHEREAS**, the Washoe County Health District in coordination with the Washoe County Emergency Management and Homeland Security Program as well as, throughout the various divisions, and other state, local, private and volunteer agencies are working together to increase public awareness in preparing for public health emergencies and to educate individuals on how to take responsibility for preparedness; and

**WHEREAS**, emergency preparedness is the responsibility of every citizen of Washoe County, and everyone is urged to make preparedness a priority, working together to ensure that individuals, families and communities are prepared for any type of emergency; and

**WHEREAS**, all citizens are encouraged to participate in citizen preparedness activities and to visit the website [www.ReadyWashoe.com](http://www.ReadyWashoe.com) to learn more about emergency preparedness, which includes these simple steps:

- Make a Plan – know who to call, where to meet.
- Assemble a Kit – know what to pack and have enough supplies for at least 3 days.
- Stay Informed – know about our area’s top disasters and related response actions.

**NOW, THEREFORE**, the Washoe County District Board of Health does hereby proclaim September 2020 is

### ***National Preparedness Month***

and encourages all citizens and businesses to develop their own emergency preparedness plan, and work together toward creating a more prepared community.

**ADOPTED**, this 24<sup>th</sup> day of September, 2020.

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Dr. John Novak, Chairman  
Washoe County District Board of Health



## Washoe County District Board of Health Videoconference Meeting Minutes

### Members

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

Thursday, August 27, 2020  
1:00 p.m.

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

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### 1. Roll Call and Determination of Quorum

Chair Novak called the meeting to order at 1:15 p.m. due to technical difficulties.

The following members and staff were present:

Members present: Dr. John Novak, Chair  
Michael Brown, Vice-Chair  
Marsha Berkgigler (via zoom)  
Kristopher Dahir (telephonically)  
Dr. Reka Danko (telephonically)  
Oscar Delgado (via zoom)  
Tom Young (via zoom)

#### **Mrs. Valdespin verified a quorum was present.**

Staff present: Kevin Dick, District Health Officer  
Dania Reid, Deputy District Attorney  
Charlene Albee (via zoom)  
Lisa Lottritz (via zoom)  
Francisco Vega (via zoom)  
Andrea Esp (via zoom)  
Anastasia Gunawan (telephonically)

### 2. Pledge of Allegiance

Dania Reid led the pledge to the flag.

### 3. Public Comment

#### **Chair Novak opened the public comment period.**

Mrs. Valdespin called one pre-registered public comment by Tom Dunn representing the Reno Fire Firefighters Association.

Mr. Dunn spoke about the item that was heard at the July 23, 2020 REMA EMS 9-1-1 emergency services delivery and changes that went into effect August 1, 2020. Mr. Dunn believes the changes were not properly discussed or voted on at the July meeting, which could pose a violation of both the REMSA franchise agreement as well as the Interlocal Agreement. Mr. Dunn also stated these issues were not properly discussed with the partnering fire agencies or the EMS Advisory Committee. Mr. Dunn stated he requested a public meeting from the City of Reno, the Health District, and the EMS Advisory Committee to discuss these changes publicly. Mr. Dunn included a copy of his letter referring his comment.

Ms. Valdespin confirmed no more public comment request.

#### **Chair Novak closed the public comment period.**

#### 4. Approval of Agenda

August 27, 2020

**Commissioner Berkbigler moved to approve the agenda for the August 27, 2020, District Board of Health regular meeting. Vice-chair Brown seconded the motion which was approved unanimously.**

#### 5. Recognitions

##### A. Years of Service

- i. Denise Cona, 35 years, hired August 19, 1985 – EHS

Mr. Dick recognized and thanked Denise Cona for her 35 years of service with the Health District and commended the work as a Support Specialist.

- ii. James English, 20 years, hired May 15, 2000 – EHS

Mr. Dick recognized Jim English for his 20 years of service.

- iii. Kevin Dick, 10 years, hired August 30, 2010 – ODHO

Chair Novak led the recognitions to address Kevin Dick's 10-year anniversary and commended him for his work.

- iv. Wesley Rubio, 10 years, hired August 16, 2010 – EHS

Mr. Dick recognized Wes Rubio's 10 years of service.

##### B. Promotions

- i. David Kelly, promoted from Sr. Environmental Health Specialist to Environmental Health Specialist Supervisor effective August 3, 2020 – EHS

Mr. Dick congratulated Mr. Kelly for his recent promotion.

##### C. New Hires

- i. Matthew McCarthy, Air Quality Specialist Trainee, hired August 17, 2020 - AQM
- ii. Candace Brown, Air Quality Specialist Trainee, hired August 31, 2020 – AQM

Mr. Dick recognized all the new hires in AQM.

##### D. Resigned

- i. Alissar Puckett, Epidemiologist effective July 30, 2020 – EHS

Mr. Dick recognized Ms. Puckett's resignation.

##### E. Shining Stars

- i. Heather Holmstadt

Mr. Dick recognized Ms. Holmstadt's 3-tier level in shining stars. Additionally, he thanked Ms. Holmstadt's for her efforts in assisting as an epidemiologist with COVID Response.

#### 6. International Overdose Awareness Day Proclamation.

Staff Representative: Britany Wiele, Youth and Community Outreach Specialist, JTNN

Mr. Dick Read the Proclamation for the record, recognizing that Ms. Britany Wiele was present virtually to accept said proclamation.

**Vice-Chair Brown moved to adopt the International Overdose Awareness Day Proclamation. Dr. Danko seconded the motion, which was approved unanimously.**



**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. Approval of Draft Minutes**

- i. July 23, 2020

**B. Budget Amendments/Interlocal Agreements**

- i. Approve a Notice of Subaward from the State of Nevada Department of Health and Human Services, Division of Public and Behavioral Health in the amount of \$935,680.00 (\$93,560.00 cash match) retroactive to July 1, 2020 through June 30, 2021 in support of the Centers for Disease Control and Prevention (CDC) Public Health Preparedness Program (PHP) and authorize the District Health Officer to execute the Notice of Subaward, any future amendments and Memorandum of Understanding (MOU) agreements with partnering agencies.  
Staff Representative: Nancy Kerns-Cummins
- ii. Approve a Notice of Subaward from the State of Nevada Department of Health and Human Services, Division of Public & Behavioral Health for the period retroactive to July 1, 2020 through June 30, 2021 in the total amount of \$156,927.00 (no required match) in support of the Community and Clinical Health Services Division (CCHS) Immunization Program and authorize the District Health Officer to execute the Notice of Subaward and any future amendments.  
Staff Representative: Kim Graham

**C. Accept a donation of 60 lunches from Nathan Almlie for COVID-19 testing staff with an estimated value of \$500.00.**

Staff Representative: Nancy Kerns-Cummings

**D. Recommendation to uphold citations not appealed to the Air Pollution Control Hearing Board.**

- i. Ryno Land and Development LLC - Case No. 1224, NOV No. AQMV20-0001  
Staff Representative: Francisco Vega
- ii. Northern Nevada Homes - Case No. 1225, NOV No. AQMV20-0002

**E. Approve to reappoint Dr. Andrew Michelson, Emergency Room Physician, to the Regional Emergency Medical Services Advisory Board, a three-year term commencing on May 2020 and ending on May 2023 or until such time as a successor is appointed.**

Staff Representative: Kevin Dick

**F. Acknowledge receipt of the Health Fund Financial Review for June, Fiscal Year 2020.**

Staff Representative: Anna Heenan

**Vice-Chair Brown moved to approve the consent agenda. Commissioner Berkbigler seconded the motion which was approved unanimously.**

**8. Presentation on Truckee Meadows COVID-19 Threat Meter.**

Presented by: Jeremy Smith, Director, Truckee Meadows Regional Planning Agency

Councilwoman Naomi Duerr was present with Dr. Jeremy Smith on this presentation. Dr. Smith introduced Councilwoman Duerr to make introductory comments.

Councilwoman Duerr mentioned that Mayor Hillary Schieve convened a COVID Task Force, as a result and the changes in their needs a COVID Threat Meter unique to our

community was developed to help manage the COVID situation. Ms. Duerr explained that this meter was developed with the feedback from Harvard, New York, and MIT in an effort to analyze the data that is being utilized nationally.

Ms. Duerr mentioned that all three hospitals Northern Nevada, Renown, and St. Mary's joined this team along with members of the school district and Kevin Dick, in order to roll out the concept and talk about how this meter would help the community. Ms. Duerr asked the Board to provide feedback on this subject and reiterated that the purpose of this method is not to replace what the Health District is doing.

Dr. Smith continued by sharing his PowerPoint presentation (attached to the agenda packet) which displayed the home page look of the Truckee Meadows COVID Threat meter, that is designed for citizens to quickly ascertain the current threat/escalation levels of COVID in the community, based on data trends. The site also includes a set of guidelines to help residents on making decisions about their behavior.

Dr. Smith shared that Councilman Dahir has been participating in the task force. Additionally, Dr. Smith continued to introduce the members of the Metric Subcommittee and their expertise as well as explaining some of the colors used within this site to determine the guidelines to be followed.

Dr. Smith spoke about the 5 data indicators used to determine threat levels and what the interpretations are per indicator. He also mentioned that these indicators allow the group to compare to other communities. He discussed assumptions by indicator, holiday/special day modifications, which reflects a known increase in gatherings associated with special events, and history threat.

Dr. Smith related that due to unprecedented circumstances for the current situation, the threat model will need ongoing refinements such as testing of accuracy and predictive power, adding steps within each color, and feedback from stakeholders.

Dr. Smith expressed that the goal of this tool is to be used as a communication device for the community and to empower residents to make behavioral changes that they believe are appropriate based on the current status of COVID-19.

Tom Young stated he would like to see the status of antibody testing within this model. Dr. Smith appreciated the comment and offered to ask the statistician about the data availability.

Chair Novak inquired about how this information will be released and to whom.

Dr. Smith stated it will be released daily via the TMRPA site [www.tmrpa.org/covidwc](http://www.tmrpa.org/covidwc), which will also be available in Spanish. This site will be available to the public and a press release will be rolled out once it's ready to be launched.

Councilwoman Duerr reiterated that the doctors mentioned in the presentation will be the public face to the Threat Meter. She also stated this will be a medical subject and not a political platform.

Dr. Novak concurred that it should be a medical subject as opposed to a political message. Dr. Novak also asked that open communication happen with the Health District, so that the message is the same down the line.

Councilwoman Duerr agreed and confirmed that the purpose of this meter is to prevent confusion within the community. Additionally, Councilwoman Duerr mentioned that the plan is to have this tool reviewed and ready to be launched by next Friday, however, this decision is be subject to change.

**9. Regional Emergency Medical Services Authority**

Presented by: Dean Dow and Alexia Jobson

**A. Review and Acceptance of the REMSA Operations Report for July 2020**

Mr. Dow began his presentation recognizing that recent changes have caused confusion and explained he has a group working together. Mr. Dow offered an apology to the Board and the fire partners.

Mr. Dow made himself available to answer any questions regarding his July report.

**Tom Young moved to approve REMSA's July Report. Dr. Danko seconded the motion which was approved unanimously.**

**B. Update of REMSA's Public Relations during July 2020**

Alexia Jobson presented the Public Relations report for July 2020. Ms. Jobson began her presentation by updating the Board on recent activities.

Ms. Jobson reported that in early August REMSA shared a video with highlights on how emergency medical dispatch at REMSA works in comparison to other dispatch centers. Ms. Jenny Wilson, Medical Director, is the subject matter expert featured in the video.

Ms. Jobson informed that the "In the Wild Wednesdays" social series was released in August. These series provided safety tips on enjoying the wilderness. As an incentive a 71-piece first aid kit and a gift card were offered for those who participated.

Adam Heinz, Executive Director of Integrated Health offered a presentation to the Reno-Sparks Chamber of Commerce as well as media interviews about REMSA's response during the pandemic and REMSA's innovations and enhancements being made to their system.

Ms. Jobson made herself available to answer question from the Board.

**10. Presentation, possible approval for distribution of the Washoe County EMS Oversight Program Fiscal Year 2020 Mid-Year Data Report.**

Staff Representative: Anastasia Gunawan

Ms. Gunawan did not have additional comments or information on her report, but made herself available to answer questions from the Board.

**Vice-Chair Brown moved to approve the distribution of the Washoe County EMS Oversight Program Fiscal Year 2020 Mid-Year Data Report. Commissioner Berkbigger seconded the motion, which was approved unanimously.**

**11. Discussion and possible action to adopt Nevada Administrative Code 447E, SARS-CoV-2 Regulations at Public Accommodation Facilities (NAC 447E), only if NAC 447E has been previously adopted by the Nevada Department of Health and Human Services in response to Senate Bill 4, as approved by Governor Sisolak on August 11, 2020.**

Staff Representative: Charlene Albee

Ms. Albee provided history on the immediate report, but also explained that this item will have to be tabled as the state did not adopt the regulations according to the original schedule.

Ms. Albee informed that adoption of regulations is scheduled for August 31, 2020 at which point Ms. Albee will bring this item back to this Board through a Special Meeting, as the Health District will have 14 days to adopt said regulations.

**Vice-chair Brown moved to table the agenda item and schedule a Special Meeting. Councilman Delgado seconded the motion which was approved unanimously.**

**12. Update on current Air Quality Management (AQM) and Environmental Health Services (EHS) permit status along with a discussion and possible direction to extend the waiver for the assessment of late fees on AQM and EHS permits from September 10, 2020 until October 12, 2020 in response to economic impacts on the community from the COVID-19 emergency.**

Staff Representative: Charlene Albee

Ms. Albee informed that this has been a reoccurring item due to COVID-19. Ms. Albee proposed that this item be extended for 30 more days, but also recommended this be the final postponement. The number of permits that will have to be assessed for waiver of fees is almost unmanageable, with 358 late fees as of this report.

Ms. Albee made herself available to answer question from the Board.

**Commissioner Berkbigler moved to waive the assessment of late fees on Air Quality management and Environmental Health Services. Councilman Delgado seconded the motion which was approved unanimously.**

**13. Staff Reports and Program Updates**

**A. Air Quality Management, Francisco Vega, Division Director**

Program Update – Clean Cars Nevada Initiative, Divisional Update, Program Reports, Monitoring and Planning, Permitting and Enforcement.

Daniel Inouye substituted for Mr. Vega. Mr. Inouye highlighted the Nevada Action Plan under the Program Update of the submitted report referencing SB54 and an executive order by the governor. The executive order called for a greenhouse gas reduction calls. This plan aligns with the Ozone Advance Program. Mr. Inouye encouraged especially our elected Board members to assist in promoting Ozone Advance within the local jurisdictions. Mr. Inouye stated he did not have anything to add but opened the item to answer questions.

Chair Novak asked about the smoke levels within the next two weeks or so.

Mr. Inouye informed that due to the latest wildfire we did see high numbers with particulates and with ozone, which shows our vulnerability to being down wind to some of the largest wildfires. Mr. Inouye reported that with the ozone exceedances monitored last week, there's a chance that the design value will violate the ozone standard. Mr. Inouye stated he would update the Board at the next meeting in September.

**B. Community and Clinical Health Services, Lisa Lottritz, Division Director**

Divisional Update – STD Awareness; Data & Metrics; Sexual Health (HIV and Disease Investigation), Immunizations, Tuberculosis Prevention and Control Program, Reproductive

and Sexual Health Services, Chronic Disease Prevention Program, Maternal Child and Adolescent Health and Women Infants and Children.

Ms. Lottritz added that the immunization team completed 4 back-to-school events in August and saw a total of 264 clients and gave 743 vaccinations at these events.

Mr. Lottritz made herself available to answer questions from the Board.

**C. Environmental Health Services, Charlene Albee, Division Director**

Consumer Protection (Food, Food Safety, Commercial Plans, Permitted Facilities); Environmental Protection (Land Development, Drinking Water, Vector, WM/UST); and Inspections.

Ms. Albee added to her report information regarding the outstanding case with a holding order referencing CBD oil. Ms. Albee informs that the state did not finalize and approve the CBD regulations as of the end of June, as it was intended. The Health District is FDA grant funded and operations reflect the guidelines set forth by the FDA.

Ms. Albee also reported that Tyler Henderson successfully passed his REHS exam via the training program that was established in 2016. This program has been successful in training candidates with the education to qualify as an Environmental Health Specialist. This program has proven to be of benefit given the current needs of the Health District, as it is difficult to hire Registered Environmental Health Specialist, as they are not available to hire directly into said position. Ms. Albee reports there will be 5 more trainees that will be go through this exam in the next few months.

Ms. Albee made herself available to answer questions from the Board.

**D. Epidemiology and Public Health Preparedness, Andrea Esp, Acting Division Director**

Communicable Disease, Public Health Preparedness, Emergency Medical Services, Vital Statistics.

Ms. Esp made herself available to respond to questions from the Board.

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

District Health Officer Report – Special Legislative Session, Public Health Accreditation, Community Health Improvement Plan, Contact Tracing, Washoe County School District, Unified Command, and Joint Information Center.

Mr. Dick began with an update on COVID-19. He reports that the state updated the County Tracker for elevated disease transmission, today. Washoe County continues to exceed 2 of the thresholds and continues to be flagged. Mr. Dick states the Health District has seen a decrease in testing at the drive-thru at the Livestock Events Center, due to no-shows. Mr. Dick informed they are using Charles River Labs for the analysis of specimens collected two day a week and looking to expand to three days a week.

Mr. Dick report that Accela Regional Permitting Licensing platform will be down over the weekend for a scheduled maintenance. Mr. Dick informed that anyone that would like to test should go through the website portal or to call the 775-328-2427 line prior to 3:00 p.m. on Friday.

Mr. Dick reports staffing is increasing for disease investigators, currently there are 58 disease investigators on staff. He added that the Health District is working to fill vacancies left by UNR contractors and 16 additional staff members.



Mr. Dick informed the Health District requested the State Task Force to allow bars to open in Washoe County as it has been noted that outbreaks are occurring from private gatherings. Mr. Dick opines that private gatherings may diminish if people had an opportunity to meet at a bar as oppose to someone's private residence, supplying a controlled environment where government officials could inspect for compliance and take enforcement action, if necessary. However, the request was denied by the State Task Force.

Mr. Dick informed that the cities are working on addressing the problem with private gatherings, in an effort to meet the State Task Force's expectations, by patrolling in "party cars" to police those events and increasing inspections on businesses outside of complaints.

Mr. Dick informed that Washoe County is leading an effort with the Regional Information Center, and some marketing firms have been brought on board for this purpose. PBK is partnering with local KPS3 for this marketing campaign. This group interviewed the Health District's Epi Team to gain a better understanding of some of the issues that are occurring, so that PBK and KPS3 can get more granularity of what they want to consider for this marketing and messaging campaign. Mr. Dick added that they will also focus on the Latino community as well as working on ways to reach the 20-40-year-old group that also seems to have more cases proportionally in the community.

Mr. Dick addressed the comments regarding REMSA's actions at the last District Board of Health meeting, stating it was a response to the Governor's Directive 11. Mr. Dick informed that he will address the concerns from the fire agencies, via a letter requesting additional information about any occurrences that they are aware of where there may have been inappropriate response.

Mr. Dick continued to inform that Julia Ratti is working with a FEMA grant and Human Service Agency to bring on crisis counselors to work with positive case individuals to provide support as they undergo mental duress.

Mr. Dick also informed about the Truckee Meadows Healthy Communities Family Health Festival, that was held as a drive-thru even with Mobile Harvest, State Welfare, School District, Family Resource Centers, United Way, Catholic Charities, the Health District, and the Food Bank. This even had 1500 participants. School supplies and books and resource kits were distributed along with the food bank.

The Truckee Meadows Healthy Communities Build Health project reaches out and engages seniors in creating social connections. Virtual meetings are being held. A Build Health Heart Town Project through Artown provided wooden hearts and paints for seniors to paint. A total of 350 hearts are being displayed at the Lear Theatre.

#### **14. Board Comment**

Chair Novak spoke about COVID Tracker Nevada and encouraged the Board to use this app. Chair Novak also commended Denise Cona for her service to the Health District, as well as staff and the National Guard.

Chair Novak additionally spoke of an item that will need signature from the Board members.



Chair Novak concluded by urging everyone to get their flu shots as well as wearing a mask and hand washing.

## **12. Public Comment.**

### **Chair Novak opened the public comment period.**

At the approval of counsel, Dania Reid, Tom Dunn deferred to Chief Nolan from Reno Fire. Chief Nolan stated appreciation of Mr. Dow's previous comment on item #9. Chief Nolan read a statement regarding their concerns on recent response changes made by REMSA. Chief Nolan clarified the statements are not an attack on REMSA but rather a report of observations.

Chief Nolan states that it is believed that the changes were in violation of both the Interlocal and REMSA's Franchise Agreements. Chief Nolan states objections were presented to the changes without an in-depth vetting of said changes, but the belief is that those opinions were unheard.

Chief Nolan informs that a meeting between REMSA and local Fire Departments was requested at the EMS Advisory Board, but that meeting has not been scheduled.

Chief Nolan stated that implementing these changes has caused a delay in ambulance responses, incorrect dispatch determinants and disjointed responses to medical emergencies.

Chief Nolan stated that although REMSA not EMS Oversight has requested feedback on the issues that have risen, Reno Fire has provided such feedback because they are working on identifying trends and modifying their response to those trends as well as because they believe this responsibility falls within the District Board of Health's realm.

Chief Nolan concluded with a request of a formal investigation

Chief Charles Moore, Truckee Meadows Fire and Rescue, took this opportunity to speak regarding the proposed REMSA response changes and informed the Board of his experience in discussing issues with Mr. Dean Dow, even when they're difficult. Chief Moore also states Mr. Dow has been welcoming when discussing respective services.

Additionally, Chief Moore stated he has discussed the current matter with Mr. Dow, and they are both committed to continue their meetings and discuss the concern as they arise. Chief Moore concluded by stating that their dialogue will continue to be straightforward and professional, as always.

### **Chair Novak closed the public comment period.**

## **Adjournment.**

### **Chair Novak adjourned the meeting at 2:45 p.m.**

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the Washoe County Health District, 1001 E. 9<sup>th</sup> Street, Building B, Reno, NV 89512, or by calling 775.328.2416, 24 hours prior to the meeting.

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**Posting of Agenda; Location of Website:**

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

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

**Members**

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

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

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

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**1. Roll Call and Determination of Quorum**

Chair Novak called the meeting to order at 2:02 p.m.

The following members and staff were present:

Members present: Dr. John Novak, Chair  
Michael Brown, Vice-Chair  
Kristopher Dahir (via zoom)  
Dr. Reka Danko (telephonically)  
Oscar Delgado (via zoom)  
Tom Young (joined via zoom after roll call)

**Mrs. Valdespin verified a quorum was present.**

Members absent: Marsha Berkbigler  
Staff present: Kevin Dick, District Health Officer  
Dania Reid, Deputy District Attorney  
Charlene Albee (via zoom)

**2. Pledge of Allegiance**

Charlene Albee led the pledge to the flag.

**3. Public Comment**

**Chair Novak opened the public comment period.**

Mrs. Valdespin called one pre-registered public comment by Greg Ferraro representing Virginia Valentine from the Nevada Resort Association.

Mr. Ferraro spoke regarding item #6 on behalf of Virginia Valentine, president of the Nevada Resort Association and the members of said association. Mr. Ferraro referred to the letter Ms. Valentine forwarded to the Board prior to this meeting.

Mr. Ferraro began his statement by thanking the Board and the Health District team for their dedication to the health and well-being of residents and visitors. Mr. Ferraro stated the Resort Industry appreciates the steady guidance and continued lines of open communication.

Mr. Ferraro mentioned the Resort Industry is heavily invested in safeguarding constituencies and ending the public health emergency, as the tourism industry's existence and recovery depend on it. Mr. Ferraro stated they recognize the regulations of item #6 are designed to stop spread of COVID-19 and to help the community return to normalcy, however, Mr.

Ferraro is asking for clarification on a few items so that the association member can better understand the expectations.

Mr. Ferraro continued to relate to section 11 of the regulations and stated they have questions on cleaning protocols and hopes the Board can provide the materials necessary to comply. Mr. Ferraro continued to refer to section 14 regarding imposing fines but would like further content around the fines and would like to work with this Board on a solution to clarify the imposition of fines.

Mr. Ferraro further asked the Board to issue a check list for new regulations, in an effort to receive clarity. Additionally, Mr. Ferraro requested more time past the proposed September 10, 2020 date for the regulations to go into effect. Mr. Ferraro referred to Southern Nevada's effective date of 30 days after passage. Mr. Ferraro clarified the need more time is to allow members to hire and train employees to ensure they have all the required protocols and resources in place, as well as allowing the Health District to the same.

Mr. Ferraro concluded by voicing appreciation for the Board's cooperation and collaboration.

Chair Novak informed Mr. Ferraro that Ms. Valentine's letter has been submitted to the record.

Ms. Kristie Strejec requested to comment; however, Chair Novak declined to accept this public comment as it was not properly submitted pursuant to the agenda directive.

Ms. Valdespin confirmed no more public comment requests.

**Chair Novak closed the public comment period.**

**4. Approval of Agenda**  
September 10, 2020

**Councilman Dahir moved to approve the agenda for the September 10, 2020, District Board of Health special meeting. Vice-chair Brown seconded the motion which was approved unanimously.**

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

- ii. Approve the termination of the Interlocal Contract between the State of Nevada, Department of Conservation and Natural Resources, Division of Environmental Protection (NDEP) and the Washoe County Health District, Environmental Health Services Division (EHS) for activities associated with the Safe Drinking Water

(SDW) Program and, if approved, authorize the District Health Officer to execute the termination of the Agreement.

Staff Representative: Jim English

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

Staff Representative: Nancy Kerns-Cummins

**Vice-Chair Brown moved to approve the consent agenda. Councilman Delgado seconded the motion which was approved unanimously.**

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

Staff Representative: Charlene Albee

Ms. Albee identified her reports as being the Regulations that were developed by Department of Health and Human Services in response to Senate Bill 4 that was recently passed at the Legislative Session. Ms. Albee explained these regulations were intended to control and mitigate the spread of COVID-19 in the public accommodation facilities. These regulations call for the establishment of cleaning standards with inspections being performed quarterly at hotels that have more than 200 rooms and every other month at resorts with more than 300 rooms.

Ms. Albee continued to explain the requirements to have Outbreak Response Plans, for which Washoe County has been identified as having enforcement authority of the regulations and assessments of fines in Washoe County.

Ms. Albee reported the Health District was not engaged in the development of the language of SB4, but the Health District has been delegated the duty to enforce these regulations.

Ms. Albee added that on August 10, 2020 the Health District received a draft of regulations with instructions to submit comments by August 12, 2020.

Ms. Albee stated she appreciates and understands that there are a lot of questions revolving around the regulations and the need to have clear direction and insight, as the Health District has the same questions.

Ms. Albee informed that in order to establish a consistent standards and guidance across the State the Health District has contacted Southern Nevada Health District and will continue to work with them recognizing that Southern Nevada does not have enforcement authority like Washoe County.

Ms. Albee further reported the Health District will continue to reach out to the state to receive clarification and determine the state's expectations of the Health District and how the Health District can move forward. Ms. Albee stated the Health District reached out to the 18 facilities that are affected by the regulations and let them know that these regulations were imminent.

Ms. Albee noted that an unknown piece is the response to complaints at any of the gaming facilities, as the Health District is supposed to respond to said complaints. As of this report, the Health District has not heard from the Gaming Control Board about their expectations. Ms. Albee reports that the expectation is to pull inspectors to focus on meeting the statutory mandates of these regulations.

Ms. Albee opened her presentation to questions from the Board.

Councilman Dahir expressed his concern about how the Health District will assess fees in complying with these regulations, as the community is already financially stressed. Councilman Dahir is asking for more details about how staff is handling this process. Additionally, he expressed he hopes extra steps are involved to ensure that everyone is working together when it comes to this enforcement.

Tom Young questioned the 30-days turn-around time for figuring out the protocols. He opines it may take longer to train staff and implement those protocols on the facilities affected. He also feels the Health District will face a challenge in retraining staff to implement these protocols.

**Vice-Chair Brown moved to ratify the Nevada Administrative Code 447E, SARS-CoV-2 Regulations at Public Accommodation Facilities, as adopted by the Nevada Department of Health and Human Services on August 31, 2020, in response to Senate Bill 4, as approved by Governor Sisolak on August 11, 2020 with an implementation date 30 days from September 10, 2020. Councilman Delgado seconded the motion which was approved unanimously.**

Councilman Dahir asked if the Board is set on a 30-day implementation.

Ms. Albee informed the way the funding is set-up for the program currently it is only available until December 30, 2020. After this date, it becomes an unfunded mandate. The Regulations are effective for 6-months as an Emergency Adoption, during this time permanent regulations must be developed and be brought back to the Board for approval. Ms. Albee continued to define the timelines to establish this process so that fees can be properly established.

Chair Novak opined that this process will be complicated as the Board does not have guidelines. Chair Novak asked for patience and cooperation.

Councilman Dahir commented he would not want the Board to move in haste and make decision that do not make sense. Councilman Dahir asked for this decision not to be made hastily if the Health District is not ready. Councilman stated he wants to do what is good for the community and push if necessary.

Tom Young agreed with Councilman Dahir. Mr. Young elaborated on some of the things that should be limited, such as room service. Mr. Young also stated he stand by his vote if Ms. Albee feels the Health District can be ready in 30 days and the operators are in place. Mr. Young reiterated caution is important.

Chair Novak reassured the Board about the professionalism of staff that will be handling the development of these programs.

Councilman Dahir stated he did not question Health District staff; he does question what staff is being asked to do. **Councilman Dahir expressed his desire to withdraw his vote if the deadline is set on 30-days.**



Ms. Albee responded to Councilman Dahir's decision by committing that if within 30-days the programs are not ready, staff will come to the Board and provide an update on the status.

Tom Young asked if we are tied to 30-days even if staff is not ready.

Dania Reid, Deputy District Attorney informed that the legislature mandated that these regulations be adopted as written no later than today. However, the legislature was silent as far as implementation and enforcement deadlines and requirements. Ms. Reid advised that a reasonable interpretation is that the legislature acted in haste through a special session in responding to an emergency and the likelihood that this was designed to be a drawn-out process is slim.

Ms. Reid stated that it is reasonable, as proposed by Ms. Albee, to give a status update since a legal recommendation are not easily projected. Additionally, Ms. Reid confirmed the motion reflects that implementation is scheduled to take effect within 30 days, but if there is a need to revise that the conversation will be better had with the necessary facts that lead to that necessity.

Councilman Dahir and Tom Young confirmed their agreement and comfort with counsel's advise.

## **7. Board Comment.**

**Chair Novak opened the Board comment period.**

Mr. Kevin Dick informed the State Task Force has approved the reopening of bars, taverns, etc. no later than 11:59 p.m. next Wednesday, September 16, 2020. Mr. Dick informed the Health District will be working on tune-ups to the plan that had been previously proposed on this matter.

**Chair Novak closed the Board comment period**

## **8. Public Comment.**

**Chair Novak opened the public comment period.**

Mrs. Valdespin confirmed no further registrations for public comment, but for the record informed Chair Novak of Ms. Virginia Valentine's letter regarding item #6.

**Chair Novak closed the public comment period.**

## **Adjournment.**

**Chair Novak adjourned the meeting at 2:35 p.m.**

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**Staff Report**  
**Board Meeting Date: September 24, 2020**

**DATE:** September 11, 2020

**TO:** District Board of Health

**FROM:** Kim Graham, Fiscal Compliance Officer  
775-328-2418, kgraham@washoecounty.us

**SUBJECT:** Approve the Interlocal Agreement between Washoe County Health District (WCHD) and the State of Nevada through its Department of Employment, Training and Rehabilitation Bureau of Vocational Rehabilitation (BVR) for WCHD to provide immunization services to BVR clients and transitional students for the period effective upon approval through December 31, 2024 and authorize the District Health Officer to sign any future amendments.

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**SUMMARY**

The Washoe County District Board of Health must approve and execute Interlocal Agreements and amendments to the adopted budget. The District Health Officer is authorized to execute agreements on the Board of Health's behalf up to \$100,000 per contractor; over \$100,000 would require the approval of the Board.

**District Board of Health strategic priority:**

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

**PREVIOUS ACTION**

There has been no previous action this fiscal year.

**BACKGROUND**

At the request of BVR, WCHD shall provide immunizations for BVR clients and transitional students to facilitate participation of eligible clients/ students to begin secondary education, obtain competitive employment or re-enter the work environment, in accordance with the client/student Individual Plan for Employment (IPE). WCHD agrees to have qualified staff to provide at a minimum, the immunizations listed on WCHD website.

This Agreement provides for referrals from BVR to WCHD to provide immunizations. WCHD will provide immunization services from licensed providers within 10 business days of the student/client call for appointment, invoice BVR within 30 working days, and use its own equipment to prepare correspondence and reports. BVR will pay the cost of immunization according the posted WCHD fee online and at the date of service, and pre-authorize said rate. There is no guarantee of the minimum or maximum number of clients to receive service under this contract.



**FISCAL IMPACT**

Should the Board approve these Agreements, there is no additional impact to the adopted FY21 budget.

**RECOMMENDATION**

Approve the Interlocal Agreement between Washoe County Health District (WCHD) and the State of Nevada through its Department of Employment, Training and Rehabilitation Bureau of Vocational Rehabilitation (BVR) for WCHD to provide immunization services to BVR clients and transitional students for the period effective upon approval through December 31, 2024 and authorize the District Health Officer to sign any future amendments.

**POSSIBLE MOTION**

Should the Board agree with staff's recommendation, a possible motion would be: "Move to approve the Interlocal Agreement between Washoe County Health District (WCHD) and the State of Nevada through its Department of Employment, Training and Rehabilitation Bureau of Vocational Rehabilitation (BVR) for WCHD to provide immunization services to BVR clients and transitional students for the period effective upon approval through December 31, 2024 and authorize the District Health Officer to sign any future amendments."

**INTERLOCAL CONTRACT BETWEEN PUBLIC AGENCIES**

A Contract Between the State of Nevada  
Acting by and through its

Public Entity #1:	<b>Department of Employment, Training and Rehabilitation Rehabilitation Division</b>
Address:	<b>500 E. Third Street</b>
City, State, Zip Code:	<b>Carson City, NV 89713-0001</b>
Contact:	<b>Andrea Allen</b>
Phone:	<b>(775) 684-3865</b>
Email:	<b><u>fmcu@detr.nv.gov</u></b>

Public Entity #2:	<b>Washoe County Health District</b>
Address:	<b>1001 E. 9<sup>th</sup> St.</b>
City, State, Zip Code:	<b>Reno, NV 89512</b>
Contact:	<b>Lisa Lottritz</b>
Phone:	<b>(775) 328-6159</b>
Email:	<b><u>llottritz@washoecounty.us</u></b>

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

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

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

1. **REQUIRED APPROVAL.** This Contract shall not become effective until and unless approved by appropriate official action of the governing body of each party.

2. **DEFINITIONS**

<b>TERM</b>	<b>DEFINITION</b>
State	The State of Nevada and any State agency identified herein, its officers, employees and immune contractors.
Contracting Entity	The public entities identified above.
Fiscal Year	The period beginning July 1 <sup>st</sup> and ending June 30 <sup>th</sup> of the following year.
Contract	Unless the context otherwise requires, 'Contract' means this document titled Interlocal Contract Between Public Agencies and all Attachments or Incorporated Documents.

CETS #: 23482
REFERENCE# 3451-2-REHAB

3. **CONTRACT TERM.** This Contract shall be effective as noted below, unless sooner terminated by either party as specified in *Section 4, Termination*.

Effective:	Upon Approval	To:	December 31, 2024
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4. **TERMINATION.** This Contract may be terminated by either party prior to the date set forth in *Section 3, Contract Term*, provided that a termination shall not be effective until 30 days after a party has served written notice upon the other party. This Contract may be terminated by mutual consent of both parties or unilaterally by either party without cause. This Contract may be terminated at any time by written agreement of the parties. The parties expressly agree that this Contract shall be terminated immediately if for any reason State and/or federal funding ability to satisfy this Contract is withdrawn, limited, or impaired.

5. **NOTICE.** All communications, including notices, required or permitted to be given under this Contract shall be in writing and directed to the parties at the addresses stated above. Notices may be given: (a) by delivery in person; (b) by a nationally recognized next day courier service, return receipt requested; or (c) by certified mail, return receipt requested. If specifically requested by the party to be notified, valid notice may be given by facsimile transmission or email to the address(es) such party has specified in writing.

6. **INCORPORATED DOCUMENTS.** The parties agree that this Contract, inclusive of the following Attachments, specifically describes the Scope of Work. This Contract incorporates the following Attachments in descending order of constructive precedence:

ATTACHMENT AA:	SCOPE OF WORK
ATTACHMENT DD:	PROVISIONS FOR CONTRACTS UNDER FEDERAL AWARD

Any provision, term or condition of an Attachment that contradicts the terms of this Contract, or that would change the obligations of the State under this Contract, shall be void and unenforceable.

7. **CONSIDERATION.** The parties agree that the services specified in *Section 6, Incorporated Documents* shall be provided at a cost as noted below:

Services will be provided cost in accordance with the rates established fee schedule as published on the WCHD website. All services must be pre-authorized by VR. The fee schedule is subject to change at any time.
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Total Contract or installments payable:	Upon approval by authorized REHAB staff
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Total Contract Not to Exceed:	\$15,000.00
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Any intervening end to a biennial appropriation period shall be deemed an automatic renewal (not changing the overall Contract term) or a termination as the result of legislative appropriation may require.

8. **ASSENT.** The parties agree that the terms and conditions listed in the incorporated Attachments of this Contract are also specifically a part of this Contract and are limited only by their respective order of precedence and any limitations expressly provided.

9. **INSPECTION & AUDIT**

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



- B. **Inspection & Audit.** Each party agrees that the relevant books, records (written, electronic, computer related or otherwise), including but not limited to relevant accounting procedures and practices of the party, financial statements and supporting documentation, and documentation related to the work product shall be subject, at any reasonable time, to inspection, examination, review, audit, and copying at any office or location where such records may be found, with or without notice by the State Auditor, Employment Security, the Department of Administration, Budget Division, the Nevada State Attorney General's Office or its Fraud Control Units, the State Legislative Auditor, and with regard to any federal funding, the relevant federal agency, the Comptroller General, the General Accounting Office, the Office of the Inspector General, or any of their authorized representatives.
- C. **Period of Retention.** All books, records, reports, and statements relevant to this Contract must be retained a minimum three years and for five years if any federal funds are used in this Contract. The retention period runs from the date of termination of this Contract. Retention time shall be extended when an audit is scheduled or in progress for a period reasonably necessary to complete an audit and/or to complete any administrative and judicial litigation which may ensue.
10. **BREACH - REMEDIES.** Failure of either party to perform any obligation of this Contract shall be deemed a breach. Except as otherwise provided for by law or this Contract, the rights and remedies of the parties shall not be exclusive and are in addition to any other rights and remedies provided by law or equity, including but not limited to actual damages, and to a prevailing party reasonable attorneys' fees and costs. It is specifically agreed that reasonable attorneys' fees shall not exceed \$150.00 per hour.
11. **LIMITED LIABILITY.** The parties will not waive and intend to assert available NRS Chapter 41 liability limitations in all cases. Contract liability of both parties shall not be subject to punitive damages. Actual damages for any State breach shall never exceed the amount of funds which have been appropriated for payment under this Contract, but not yet paid, for the fiscal year budget in existence at the time of the breach.
12. **FORCE MAJEURE.** Neither party shall be deemed to be in violation of this Contract if it is prevented from performing any of its obligations hereunder due to strikes, failure of public transportation, civil or military authority, acts of public enemy, acts of terrorism, accidents, fires, explosions, or acts of God, including, without limitation, earthquakes, floods, winds, or storms. In such an event the intervening cause must not be through the fault of the party asserting such an excuse, and the excused party is obligated to promptly perform in accordance with the terms of the Contract after the intervening cause ceases.
13. **INDEMNIFICATION.** Neither party waives any right or defense to indemnification that may exist in law or equity.
14. **INDEPENDENT PUBLIC AGENCIES.** The parties are associated with each other only for the purposes and to the extent set forth in this Contract, and in respect to performance of services pursuant to this Contract, each party is and shall be a public agency separate and distinct from the other party and, subject only to the terms of this Contract, shall have the sole right to supervise, manage, operate, control, and direct performance of the details incident to its duties under this Contract. Nothing contained in this Contract shall be deemed or constructed to create a partnership or joint venture, to create relationships of an employer-employee or principal-agent, or to otherwise create any liability for one agency whatsoever with respect to the indebtedness, liabilities, and obligations of the other agency or any other party.
15. **WAIVER OF BREACH.** Failure to declare a breach or the actual waiver of any particular breach of the Contract or its material or nonmaterial terms by either party shall not operate as a waiver by such party of any of its rights or remedies as to any other breach.
16. **SEVERABILITY.** If any provision contained in this Contract is held to be unenforceable by a court of law or equity, this Contract shall be construed as if such provision did not exist and the non-enforceability of such provision shall not be held to render any other provision or provisions of this Contract unenforceable.
17. **ASSIGNMENT.** Neither party shall assign, transfer or delegate any rights, obligations or duties under this Contract without the prior written consent of the other party.

18. **OWNERSHIP OF PROPRIETARY INFORMATION.** Unless otherwise provided by law any reports, histories, studies, tests, manuals, instructions, photographs, negatives, blue prints, plans, maps, data, system designs, computer code (which is intended to be consideration under this Contract), or any other documents or drawings, prepared or in the course of preparation by either party in performance of its obligations under this Contract shall be the joint property of both parties.
19. **PUBLIC RECORDS.** Pursuant to NRS 239.010, information or documents may be open to public inspection and copying. The parties will have the duty to disclose unless a particular record is made confidential by law or a common law balancing of interests.
20. **CONFIDENTIALITY.** Each party shall keep confidential all information, in whatever form, produced, prepared, observed or received by that party to the extent that such information is confidential by law or otherwise required by this Contract.
21. **FEDERAL FUNDING.** In the event, federal funds are used for payment of all or part of this Contract, the parties agree to comply with all applicable federal laws, regulations and executive orders, including, without limitation the following:
- A. The parties certify, by signing this Contract, 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 Executive Orders 12549 and 12689 and Federal Acquisition Regulation Subpart 9.4, and any relevant program-specific regulations. This provision shall be required of every subcontractor receiving any payment in whole or in part from federal funds.
  - B. The parties and its subcontractors shall comply with all terms, conditions, and requirements of the Americans with Disabilities Act of 1990 (P.L. 101-136), 42 U.S.C. 12101, as amended, and regulations adopted thereunder, including 28 C.F.R. Section 35, inclusive, and any relevant program-specific regulations.
  - C. The parties and its subcontractors shall comply with the requirements of the Civil Rights Act of 1964 (P.L. 88-352), as amended, 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.)
  - D. Clean Air Act (42 U.S.C. 7401–7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251–1387), as amended. Contracts and subgrants of amounts in excess of \$150,000 must contain a provision that requires the non-Federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401–7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251–1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).
22. **PROPER AUTHORITY.** The parties hereto represent and warrant that the person executing this Contract on behalf of each party has full power and authority to enter into this Contract and that the parties are authorized by law to perform the services set forth in *Section 6, Incorporated Documents*.
23. **GOVERNING LAW – JURISDICTION.** This Contract and the rights and obligations of the parties hereto shall be governed by, and construed according to, the laws of the State of Nevada. The parties consent to the exclusive jurisdiction of and venue in the Second Judicial District, Washoe County, Nevada for enforcement of this Contract.
24. **ENTIRE AGREEMENT AND MODIFICATION.** This Contract and its integrated Attachment(s) constitute the entire agreement of the parties and as such are intended as a complete and exclusive statement of the promises, representations, negotiations, discussions, and other agreements that may have been made in connection with the subject matter hereof. Unless an integrated Attachment to this Contract specifically displays a mutual intent to amend a particular part of this Contract, general conflicts in language between any such Attachment and this Contract shall be construed consistent with the terms of this Contract. Unless otherwise expressly authorized by the terms of this Contract, no modification or amendment to this Contract shall be binding upon the parties unless the same is in writing and signed by the respective parties hereto, approved by the Office of the Attorney General.

CETS #: 23482

REFERENCE# 3451-2-REHAB

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

**Washoe County Health District**

\_\_\_\_\_  
Signature – Board of Health Chair

\_\_\_\_\_  
Date

\_\_\_\_\_  
Title

**Department of Employment, Training and Rehabilitation**

\_\_\_\_\_  
Shelley Hendren

\_\_\_\_\_  
Date

\_\_\_\_\_  
Administrator, Rehabilitation Division

\_\_\_\_\_  
Title

\_\_\_\_\_  
Department of Employment, Training and Rehabilitation

\_\_\_\_\_  
Title

\_\_\_\_\_  
Signature – Nevada State Board of Examiners

APPROVED BY BOARD OF EXAMINERS

On \_\_\_\_\_

(Date)

Approved as to form and compliance with law by:

\_\_\_\_\_  
Deputy Attorney General for Attorney General, State of Nevada

On \_\_\_\_\_

(Date)

## SCOPE OF WORK

between

Department of Employment, Training and Rehabilitation  
Bureau of Vocational Rehabilitation (BVR)

and

Washoe County Health District  
Community and Clinical Health Services (WCHD)

At the request of BVR, WCHD shall provide immunizations for BVR clients and transitional students to facilitate participation of eligible clients/ students to begin secondary education, obtain competitive employment or re-enter the work environment, in accordance with the client/student Individual Plan for Employment (IPE). WCHD agrees to have qualified staff to provide at a minimum, the immunizations listed on WCHD website.

Referrals for immunization will result in scheduled service no more than 10 business days from date the client/student calls for an appointment. All services covered under this contract must be pre-authorized by BVR and will be paid in accordance to WCHD's established fee schedule. WCHD shall not evaluate/treat the client without the approved authorization prior to or at the time of the appointment. WCHD is responsible for providing BVR a written verification of services within 20 working days of the provided service(s). The written verification must be on a form that would be accepted by various Colleges/Universities or employers as proof of immunization. Services provided without prior authorization will not be paid by BVR. The practitioner providing the services or signing the report must be qualified in their discipline per their accreditation and licensure and must meet State of Nevada requirements for professional standards and certification. All intern signatures will be counter signed by their internship supervisor. BVR will not utilize the services of any non-licensed practitioners for medical services.

### Referrals:

Accepted referrals for service will result in scheduled service delivery no more than 15 business days from date of referral. Any extenuating circumstances preventing the referred service by WCHD will be documented in writing or email and communicated by both written and telephone by WCHD to the referring counselor/BVR within 5 business days.

### Fee Schedule:

WCHD's Fee Schedule is updated every year on January 1<sup>st</sup>, but the cost of immunization may change throughout the year as the cost WCHD pays for the vaccine fluctuates. Thus, the cost of each vaccine that BVR will pay is what is posted on the Washoe County Health District's Community and Clinical Health Services Fees schedule (<https://www.washoecounty.us/health/fees/cchs-fees.php#iz>). BVR's cost for the vaccines will be charged at the rate on the day of vaccine administration.

### Invoicing:

All services must be pre-authorized by BVR and will be invoiced according to WCHD's posted fee schedule.

WCHD agrees to submit all invoices for payment within 30 working days of the provided service. Services provided without prior authorization will not be paid by the BVR. BVR understands some services may require a longer billing cycle and WCHD may not meet the 30-day billing requirement. Without exception, all invoices must be submitted to BVR for payment no later than 30 days following the Fiscal Year in which services were provided.

Payment may be delayed if the invoice is not submitted correctly, and/or supporting documentation is not received by BVR.

General:

1. WCHD will use their own computer, printer, etc. to prepare any necessary correspondence and reports. BVR will not be billed for the cost of those supplies.
2. Reviews will be completed within time frames established by BVR to enable BVR to make reasonable, expeditious decisions for disability applicants.
3. There is no guarantee of the minimum or maximum number of clients to receive service under this contract.

## **Contract Provisions for Non-Federal Entity Contracts Under Federal Awards (In accordance with 2 C.F.R. Part 200, Appendix II)**

In addition to other provisions required by the Federal agency or non-Federal entity, all contracts made by the non-Federal entity under the Federal award must contain provisions covering the following, as applicable.

(A) Contracts for more than the simplified acquisition threshold currently set at \$150,000, which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by 41 U.S.C. 1908, must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate.

(B) All contracts in excess of \$10,000 must address termination for cause and for convenience by the non-Federal entity including the manner by which it will be effected and the basis for settlement.

(C) Equal Employment Opportunity. Except as otherwise provided under 41 CFR Part 60, all contracts that meet the definition of "federally assisted construction contract" in 41 CFR Part 60-1.3 must include the equal opportunity clause provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246, "Equal Employment Opportunity" (30 FR 12319, 12935, 3 CFR Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and implementing regulations at 41 CFR part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor."

(D) Davis-Bacon Act, as amended (40 U.S.C. 3141-3148). When required by Federal program legislation, all prime construction contracts in excess of \$2,000 awarded by non-Federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 CFR Part 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-Federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency. The contracts must also include a provision for compliance with the Copeland "Anti-Kickback" Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency.

(E) Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708). Where applicable, all contracts awarded by the non-Federal entity in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or

Source: <https://www.gpo.gov/fdsys/granule/CFR-2014-title2-vol1/CFR-2014-title2-vol1-part200/content-detail.html>

Revised Date: 01/01/14

Last Checked Date: 2/12/19



under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

(F) Rights to Inventions Made Under a Contract or Agreement. If the Federal award meets the definition of "funding agreement" under 37 CFR § 401.2 (a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement," the recipient or subrecipient must comply with the requirements of 37 CFR Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency.

(G) Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387), as amended—Contracts and subgrants of amounts in excess of \$150,000 must contain a provision that requires the non-Federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

(H) Mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (42 U.S.C. 6201).

(I) Debarment and Suspension (Executive Orders 12549 and 12689)—A contract award (see 2 CFR 180.220) must not be made to parties listed on the governmentwide Excluded Parties List System in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR Part 1986 Comp., p. 189) and 12689 (3 CFR Part 1989 Comp., p. 235), "Debarment and Suspension." The Excluded Parties List System in SAM contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.

(J) Byrd Anti-Lobbying Amendment (31 U.S.C. 1352)—Contractors that apply or bid for an award of \$100,000 or more must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award

(K) See § 200.322 Procurement of recovered materials

**Staff Report**  
**Board Meeting Date:** September 24, 2020

**DATE:** September 11, 2020

**TO:** District Board of Health

**FROM:** Kim Graham, Fiscal Compliance Officer  
775-328-2418, kgraham@washoecounty.us

**SUBJECT:** Approve a Subaward from the Nevada Department of Health and Human Services, Division of Public and Behavioral Health in the total amount of \$109,059.00 (no match required) for the period June 29, 2020 through April 28, 2021 in support of the Community and Clinical Health Services Division (CCHS) Tobacco Prevention and Control Grant Program, IO# 11662 and authorize the District Health Officer to execute the Subaward.

**SUMMARY**

The Washoe County District Board of Health must approve and execute Interlocal Agreements and amendments to the adopted budget. The District Health Officer is authorized to execute agreements on the Board of Health's behalf not to exceed a cumulative amount of \$100,000 per contractor; over \$100,000 requires approval of the Board.

**District Board of Health strategic priority:**

- 1. Healthy Lives:** Improve the health of our community by empowering individuals to live healthier lives.

**PREVIOUS ACTION**

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

**BACKGROUND**

The Subaward scope of work includes the following strategies: address tobacco-related disparities among populations with behavioral health conditions or low socioeconomic status; educate and inform healthcare providers about cessation resources; implement evidence-based communication interventions to increase awareness of the risks using tobacco and other emerging products; develop and maintain strong networks and partnerships; provide ongoing training and technical assistance

The Subaward provides funding for personnel, operating, training, and indirect expenditures.

**FISCAL IMPACT**

The program anticipated funding and included it in the FY21 adopted budget; therefore, no budget amendment is necessary.

**RECOMMENDATION**

It is recommended that the Washoe County District Board of Health approve a Subaward from the Nevada Department of Health and Human Services, Division of Public and Behavioral Health in the total amount of \$109,059 (no match required) for the period June 29, 2020 through April 28, 2021 in support of the Community and Clinical Health Services Division (CCHS) Tobacco Prevention and Control Grant Program, IO# 11662 and authorize the District Health Officer to execute the Subaward.

**POSSIBLE MOTION**

Should the Board agree with staff's recommendation, a possible motion would be: "Move to approve a Subaward from the Nevada Department of Health and Human Services, Division of Public and Behavioral Health in the total amount of \$109,059.00 (no match required) for the period June 29, 2020 through April 28, 2021 in support of the Community and Clinical Health Services Division (CCHS) Tobacco Prevention and Control Grant Program, IO# 11662 and authorize the District Health Officer to execute the Subaward."



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

Agency Ref. #: **HD 17799**  
 Budget Account: 3220  
 Category: 10  
 GL: 8516  
 Job Number: 9338721

**NOTICE OF SUBAWARD**

<b>Program Name:</b> Tobacco Control Program (TCP) Chronic Disease Prevention and Health Promotion (CDPHP) Bureau of Child, Family and Community Wellness (CFCW)	<b>Subrecipient's Name:</b> Washoe County Health District (WCHD)
<b>Address:</b> 4150 Technology Way, Suite #210 Carson City, NV 89706-2009	<b>Address:</b> 1001 E. 9 <sup>th</sup> Street Reno, NV 89512-2845
<b>Subaward Period:</b> June 29, 2020 through April 28, 2021	<b>Subrecipient's:</b> EIN: <u>88-6000138</u> Vendor #: <u>T40283400Q</u> Dun & Bradstreet: <u>073786998</u>

**Purpose of Award:** To provide tobacco education and prevention activities and services in Washoe County.

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

<b>Approved Budget Categories:</b>		<b>FEDERAL AWARD COMPUTATION:</b>	
1. Personnel	<b>\$84,855.00</b>	Total Obligated by this Action:	\$ 109,059.00
2. Travel	<b>\$0.00</b>	Cumulative Prior Awards this Budget Period:	\$ 0.00
3. Operating	<b>\$5,519.00</b>	Total Federal Funds Awarded to Date:	\$ 109,059.00
4. Equipment	<b>\$0.00</b>	Match Required <input type="checkbox"/> Y <input checked="" type="checkbox"/> N	
5. Contractual/Consultant	<b>\$0.00</b>	Amount Required this Action:	\$ 0.00
6. Training	<b>\$2,000.00</b>	Amount Required Prior Awards:	\$ 0.00
7. Other	<b>\$5,000.00</b>	Total Match Amount Required:	\$ 0.00
<b>TOTAL DIRECT COSTS</b>	<b>\$97,374.00</b>	Research and Development (R&D) <input type="checkbox"/> Y <input checked="" type="checkbox"/> N	
8. Indirect Costs	<b>\$11,685.00</b>	<b>Federal Budget Period:</b> June 29, 2020 through April 28, 2021	
<b>TOTAL APPROVED BUDGET</b>	<b>\$109,059.00</b>	<b>Federal Project Period:</b> June 29, 2020 through April 28, 2025	

<b>Source of Funds:</b> Centers for Disease Control and Prevention (CDC) National and State Tobacco Control Program	<b>% Funds:</b> 100%	<b>CFDA:</b> 93.387	<b>FAIN:</b> NU58DP006783	<b>Federal Grant #:</b> 1 NU58DP006783-01	<b>Grant Award Date by Federal Agency:</b> 06/21/2020
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**Agency Approved Indirect Rate:** 7.9% **Subrecipient Approved Indirect Rate:** 12%

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

- This award is subject to the availability of appropriate funds.
- Expenditures must comply with any statutory guidelines, the DHHS Grant Instructions and Requirements, and the State Administrative Manual.
- Expenditures must be consistent with the narrative, goals and objectives, and budget as approved and documented
- Subrecipient must comply with all applicable Federal regulations
- Quarterly progress reports are due by the 15th of each month following the end of the quarter, unless specific exceptions are provided in writing by the grant administrator.
- Financial Status Reports and Requests for Funds must be submitted monthly, unless specific exceptions are provided in writing by the grant administrator.

<b>Incorporated Documents:</b> Section A: Grant Conditions and 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: Current/Former State Employee Disclaimer; Section G: DHHS Business Associate Addendum;
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Name	Signature	Date
Kevin Dick District Health Officer, WCHD		
Candice McDaniel, MS Bureau Chief, CFCW		
for Lisa Sherych Administrator, DPBH		

**STATE OF NEVADA  
DEPARTMENT OF HEALTH AND HUMAN SERVICES  
DIVISION OF PUBLIC & BEHAVIORAL HEALTH  
NOTICE OF SUBAWARD**

**SECTION A  
GRANT CONDITIONS AND ASSURANCES**

**General Conditions**

1. Nothing contained in this Agreement is intended to, or shall be construed in any manner, as creating or establishing the relationship of employer/employee between the parties. The Recipient shall at all times remain an "independent contractor" with respect to the services to be performed under this Agreement. The Department of Health and Human Services (hereafter referred to as "Department") shall be exempt from payment of all Unemployment Compensation, FICA, retirement, life and/or medical insurance and Workers' Compensation Insurance as the Recipient is an independent entity.
2. The Recipient shall hold harmless, defend and indemnify the Department from any and all claims, actions, suits, charges and judgments whatsoever that arise out of the Recipient's performance or nonperformance of the services or subject matter called for in this Agreement.
3. The Department or Recipient may amend this Agreement at any time provided that such amendments make specific reference to this Agreement, and are executed in writing, and signed by a duly authorized representative of both organizations. Such amendments shall not invalidate this Agreement, nor relieve or release the Department or Recipient from its obligations under this Agreement.
  - The Department may, in its discretion, amend this Agreement to conform with federal, state or local governmental guidelines, policies and available funding amounts, or for other reasons. If such amendments result in a change in the funding, the scope of services, or schedule of the activities to be undertaken as part of this Agreement, such modifications will be incorporated only by written amendment signed by both the Department and Recipient.
4. Either party may terminate this Agreement at any time by giving written notice to the other party of such termination and specifying the effective date thereof at least 30 days before the effective date of such termination. Partial terminations of the Scope of Work in Section B may only be undertaken with the prior approval of the Department. In the event of any termination for convenience, all finished or unfinished documents, data, studies, surveys, reports, or other materials prepared by the Recipient under this Agreement shall, at the option of the Department, become the property of the Department, and the Recipient shall be entitled to receive just and equitable compensation for any satisfactory work completed on such documents or materials prior to the termination.
  - The Department may also suspend or terminate this Agreement, in whole or in part, if the Recipient materially fails to comply with any term of this Agreement, or with any of the rules, regulations or provisions referred to herein; and the Department may declare the Recipient ineligible for any further participation in the Department's grant agreements, in addition to other remedies as provided by law. In the event there is probable cause to believe the Recipient is in noncompliance with any applicable rules or regulations, the Department may withhold funding.

**Grant Assurances**

A signature on the cover page of this packet indicates that the applicant is capable of and agrees to meet the following requirements, and that all information contained in this proposal is true and correct.

1. Adopt and maintain a system of internal controls which results in the fiscal integrity and stability of the organization, including the use of Generally Accepted Accounting Principles (GAAP).
2. Compliance with state insurance requirements for general, professional, and automobile liability; workers' compensation and employer's liability; and, if advance funds are required, commercial crime insurance.
3. These grant funds will not be used to supplant existing financial support for current programs.
4. No portion of these grant funds will be subcontracted without prior written approval unless expressly identified in the grant agreement.
5. Compliance 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 for employment because of race, national origin, creed, color, sex, religion, age, disability or handicap condition (including AIDS and AIDS-related conditions).
6. Compliance with the Americans with Disabilities Act of 1990 (P.L. 101-136), 42 U.S.C. 12101, as amended, and regulations adopted there under contained in 28 CFR 26.101-36.999 inclusive, and any relevant program-specific regulations.
7. Compliance with Title 2 of the Code of Federal Regulations (CFR) and any guidance in effect from the Office of Management and Budget (OMB) related (but not limited to) audit requirements for grantees that expend \$750,000 or more in Federal awards during the grantee's fiscal year must have an annual audit prepared by an independent auditor in accordance with the terms and requirements of the appropriate circular. **To acknowledge this requirement, Section E of this notice of subaward must be completed.**
8. Compliance with the Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387), as amended—Contracts and subgrants of amounts in excess of \$150,000 must contain a provision that requires the non-Federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).
9. Certification that neither the Recipient 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

**STATE OF NEVADA**  
**DEPARTMENT OF HEALTH AND HUMAN SERVICES**  
**DIVISION OF PUBLIC & BEHAVIORAL HEALTH**  
**NOTICE OF SUBAWARD**

implementing Executive Order 12549, Debarment and Suspension, 28 C.F.R. pt. 67 § 67.510, as published as pt. VII of May 26, 1988, Federal Register (pp. 19150-19211).

10. No funding associated with this grant will be used for lobbying.
11. Disclosure of any existing or potential conflicts of interest relative to the performance of services resulting from this grant award.
12. Provision of a work environment in which the use of tobacco products, alcohol, and illegal drugs will not be allowed.
13. An organization receiving grant funds through the Department of Health and Human Services shall not use grant funds for any activity related to the following:
  - Any attempt to influence the outcome of any federal, state or local election, referendum, initiative or similar procedure, through in-kind or cash contributions, endorsements, publicity or a similar activity.
  - Establishing, administering, contributing to or paying the expenses of a political party, campaign, political action committee or other organization established for the purpose of influencing the outcome of an election, referendum, initiative or similar procedure.
  - Any attempt to influence:
    - The introduction or formulation of federal, state or local legislation; or
    - The enactment or modification of any pending federal, state or local legislation, through communication with any member or employee of Congress, the Nevada Legislature or a local governmental entity responsible for enacting local legislation, including, without limitation, efforts to influence State or local officials to engage in a similar lobbying activity, or through communication with any governmental official or employee in connection with a decision to sign or veto enrolled legislation.
  - Any attempt to influence the introduction, formulation, modification or enactment of a federal, state or local rule, regulation, executive order or any other program, policy or position of the United States Government, the State of Nevada or a local governmental entity through communication with any officer or employee of the United States Government, the State of Nevada or a local governmental entity, including, without limitation, efforts to influence state or local officials to engage in a similar lobbying activity.
  - Any attempt to influence:
    - The introduction or formulation of federal, state or local legislation;
    - The enactment or modification of any pending federal, state or local legislation; or
    - The introduction, formulation, modification or enactment of a federal, state or local rule, regulation, executive order or any other program, policy or position of the United States Government, the State of Nevada or a local governmental entity, **by preparing, distributing or using** publicity or propaganda, or by urging members of the general public or any segment thereof to contribute to or participate in any mass demonstration, march, rally, fundraising drive, lobbying campaign or letter writing or telephone campaign.
  - Legislative liaison activities, including, without limitation, attendance at legislative sessions or committee hearings, gathering information regarding legislation and analyzing the effect of legislation, when such activities are carried on in support of or in knowing preparation for an effort to engage in an activity prohibited pursuant to subsections 1 to 5, inclusive.
  - Executive branch liaison activities, including, without limitation, attendance at hearings, gathering information regarding a rule, regulation, executive order or any other program, policy or position of the United States Government, the State of Nevada or a local governmental entity and analyzing the effect of the rule, regulation, executive order, program, policy or position, when such activities are carried on in support of or in knowing preparation for an effort to engage in an activity prohibited pursuant to subsections 1 to 5, inclusive.
14. An organization receiving grant funds through the Department of Health and Human Services may, to the extent and in the manner authorized in its grant, use grant funds for any activity directly related to educating persons in a nonpartisan manner by providing factual information in a manner that is:
  - Made in a speech, article, publication, or other material that is distributed and made available to the public, or through radio, television, cable television or other medium of mass communication; and
  - Not specifically directed at:
    - Any member or employee of Congress, the Nevada Legislature or a local governmental entity responsible for enacting local legislation;
    - Any governmental official or employee who is or could be involved in a decision to sign or veto enrolled legislation; or
    - Any officer or employee of the United States Government, the State of Nevada or a local governmental entity who is involved in introducing, formulating, modifying or enacting a Federal, State or local rule, regulation, executive order or any other program, policy or position of the United States Government, the State of Nevada or a local governmental entity.

This provision does not prohibit a recipient or an applicant for a grant from providing information that is directly related to the grant or the application for the grant to the granting agency.

To comply with reporting requirements of the Federal Funding and Accountability Transparency Act (FFATA), the sub-grantee agrees to provide the Department with copies of all contracts, sub-grants, and or amendments to either such documents, which are funded by funds allotted in this agreement.

**Compliance with this section is acknowledged by signing the subaward cover page of this packet.**



**STATE OF NEVADA  
DEPARTMENT OF HEALTH AND HUMAN SERVICES  
DIVISION OF PUBLIC & BEHAVIORAL HEALTH  
NOTICE OF SUBAWARD**

**SECTION B**

**Description of Services, Scope of Work and Deliverables**

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

**Scope of Work for WCHD**

<b>National Tobacco Control Program Goal 2: Eliminate exposure to secondhand smoke</b>						
<b>Strategy: Address tobacco-related disparities among populations with behavioral health conditions or low socioeconomic status.</b>						
<b>Objective</b>	<b>Activities</b>	<b>Outputs</b>	<b>Timeline</b>	<b>Target Population</b>	<b>Evaluation Measure (indicator)</b>	<b>Evaluation Tool</b>
2.1 By April 28, 2021, implement at least three (3) worksite tobacco-free campus policy at a behavioral health or substance abuse treatment facility, to improve health equity for priority populations.	2.1.1 Identify and map at least 75% of behavioral health and substance abuse treatment facilities in Washoe County to engage about increasing smoke-free protections or establishing comprehensive tobacco-free campuses.	Map/List of Facilities	06/29/2020 - 4/28/2021	Substance Abuse Behavioral Health	% and # of target facilities included	Quarterly progress reports Map/List of Facilities
	2.1.2 Engage and provide technical assistance to at least three (3) behavioral health and substance abuse treatment facilities to transition to tobacco-free campuses or enhance smoke-free protections.	Tobacco-free Policies	06/29/2020 - 4/28/2021	Substance Abuse Behavioral Health	# of new tobacco-free campus policies/protection policies # of total patients and staff protected # of target agencies adopted tobacco-free campus policies	Quarterly progress reports Tobacco-free Policies

<b>National Tobacco Control Program Goal 3: Promote quitting among adults and youth</b>						
<b>Strategy: Educate and inform healthcare providers about cessation resources.</b>						
<b>Objective</b>	<b>Activities</b>	<b>Outputs</b>	<b>Timeline</b>	<b>Target Population</b>	<b>Evaluation Measure (indicator)</b>	<b>Evaluation Tool</b>
3.1 By April 28, 2021, increase the number of providers (such as pediatricians, OB/GYN's, school nurses, social workers, and dentists) in Washoe County which promote tobacco cessation resources and refer to the Nevada Tobacco Quitline from 0 to 10.	3.1.1 Collaborate with the state TCP and other funded partners to develop or organize educational materials summarizing tobacco cessation resources and explanation of e-referral options for at least 100 healthcare providers including providers working in behavioral health settings, and substance use treatment facilities.	Tobacco Cessation Resource Materials	06/29/2020 - 8/31/2020	Healthcare providers for tobacco users	# of health care providers/clinics identified # of cessation resource materials developed	Quarterly progress reports
	3.1.2 Develop a materials distribution plan to reach the providers serving priority populations. Distribute materials to providers.	Distribution Plan	08/01/2020 - 4/28/2021	Healthcare providers for tobacco users	# and type of providers included in plan # and type of providers reached # and type of materials distributed	Quarterly progress reports

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	<p><b>3.1.3</b> Support distribution efforts by providing in-person or online presentations about tobacco cessation resources and e-referral connections to the Nevada Tobacco Quitline to at least three (3) behavioral health or substance abuse treatment facilities identified in Activity 2.1.2.</p> <p><b>3.1.4</b> Add at least one (1) behavioral health or substance abuse treatment facilities, identified in Activity 2.1.2, as a referral source for the Nevada Tobacco Quitline (e.g., modified intake forms, fax/web referrals, or reminder on form). *Note: <u>work with substance abuse providers would include referrals for "recovered" clients.</u></p> <p><b>3.1.5</b> Maintain quarterly contact with referring entities in Washoe County to monitor how referral mechanism is functioning, provider utilization of referral systems, and facilitate technical assistance as needed.</p>	<p>Presentations 09/01/2020 - 4/28/2021</p> <p>Quitline Referrals</p> <p>Referral mechanism summary report Technical Assistance Records</p>	<p>Behavioral Health and Substance Abuse Treatment Providers</p> <p>Behavioral Health and Substance Abuse Treatment Providers</p> <p>Healthcare providers for tobacco users IT Support</p>	<p># of presentations Type and # of providers reached</p> <p># and type of clinical referrals (web-based provider, e-referral, or fax) # of new behavioral health or substance abuse provider referral sources</p> <p># of referral systems used # of referrals # of technical assistance records Type and # of referral barriers</p>	<p>Quarterly progress reports</p> <p>Quarterly progress reports Monthly Quitline Reports</p> <p>Quarterly progress reports Monthly Quitline Reports Report data from referring entity</p>
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**CDC Report Section 4: Mass-Reach Health Communication Interventions**

**Strategy:** Implement evidence-based communication interventions to increase awareness of the risks using tobacco and other emerging products.

<i>Objective</i>	<i>Activities</i>	<i>Outputs</i>	<i>Timeline</i>	<i>Target Population</i>	<i>Evaluation Measure (indicator)</i>	<i>Evaluation Tool</i>
<p><b>4.1</b> By April 28, 2021, promote anti-tobacco media messaging and the Nevada Tobacco Quitline in Washoe County with a reach of at least 7,000.</p>	<p><b>4.1.1</b> Develop a monthly Facebook/Social Media posts guided by the 2020 Communication Plan with the latest information on tobacco prevention, tobacco control, and other resources to promote the Quitline.</p> <p><b>4.1.2</b> Plan at least two (2) earned media opportunities such as news interviews, letters to the editor, public service announcements, or other communications interventions.</p>	<p>Social media messages</p> <p>Earned media</p>	<p>06/29/2020 - 4/28/2021</p> <p>06/29/2020 - 4/28/2021</p>	<p>Tobacco users Health care providers</p> <p>Tobacco users Health care providers</p>	<p># of social media messages by Network # of persons reached via social media messages # and type of earned media reached (if possible)</p>	<p>Quarterly Progress Reports</p> <p>Quarterly Progress Reports</p>
<p><b>4.1.3</b> Coordinate maintenance and updates of the tobacco information associated with the GetHealthyWashoe.com website and track and monitor reach.</p>		<p>List of website updates</p>	<p>06/29/2020 - 4/28/2021</p>	<p>Tobacco users General Population Others based on leveraged grant efforts</p>	<p># of maintenance checks and/or website updates # reached through "GetHealthyWashoe" Tobacco webpage</p>	<p>Communications and Media Reporting Table (part of the Quarterly Progress Reports)</p>

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	<p><b>4.1.4</b> Support the TIPS Campaign and other leveraged media efforts by submitting at least four (4) reports. Track and report supporting activities.</p>	<p>Communications and Media Report(s)</p>	<p>06/29/2020 - 4/28/2021</p>	<p>Tobacco users General Population</p>	<p># reached using traditional media # of speaking engagements # reached using social media # of media reports submitted</p>
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Section 5 is not addressed by this subrecipient

<b>CDC Report Section 6: Infrastructure, Administration, and Management</b>						
<b>Strategy: Develop and maintain strong networks and partnerships.</b>						
<i>Objective</i>	<i>Activities</i>	<i>Outputs</i>	<i>Timeline</i>	<i>Target Population</i>	<i>Evaluation Measure (indicator)</i>	<i>Evaluation Tool</i>
<p><b>6.1</b> By April 28, 2021, continue to participate in at least four (4) local, state, and/or national partner meetings to improve tobacco prevention and control activities in Nevada and contribute to strategic plan implementation.</p>	<p><b>6.1.1</b> Participate in at least (1) sustainability planning meeting via Nevada Tobacco Prevention Coalition (NTPC) to support Nevada's Tobacco Control Plan.</p> <p><b>6.1.2</b> Assist with implementation of the Strategic Plan via participation in three (3) NTPC-related workgroups.</p>	<p>Documented Strategic Plan feedback</p> <p>Documented participation in NTPC Workgroups</p>	<p>06/29/2020 - 4/28/2021</p> <p>06/29/2020 - 4/28/2021</p>	<p>All Priority Populations NTPC Stakeholders</p>	<p># of meetings attended</p> <p># of workgroups attended</p> <p># of strategic plan activities implemented</p>	<p>State program records Sustainability Plan</p> <p>State program records Strategic Plan</p>
<p><b>6.1.3</b> Participate in promotion planning with partnering organizations including NTPC, Nevada Public Health Association (NPHA), Northern Nevada Action Committee (NNAC), and other local, state, and national groups driving tobacco policy.</p> <p><b>6.1.4</b> Present information about a local or statewide tobacco policy/initiative to at least two (2) partnering organizations.</p>	<p>Planning meeting agenda(s) and notes</p> <p>Presentation slides and notes</p>	<p>06/29/2020 - 4/28/2021</p> <p>06/29/2020 - 4/28/2021</p>	<p># of planning meetings attended</p> <p># of tobacco policies educated on/about</p> <p># of presentations</p> <p># and list of organizations presented to</p>	<p>Quarterly progress reports</p> <p>Quarterly progress reports</p>	<p>Quarterly progress reports</p>	
<b>Strategy: Provide ongoing training and technical assistance *strategy 2 provided by Nevada TCP for subrecipient</b>						
<i>Objective</i>	<i>Activities</i>	<i>Outputs</i>	<i>Timeline</i>	<i>Target Population</i>	<i>Evaluation Measure (indicator)</i>	<i>Evaluation Tool</i>

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<p><b>6.2 Through April 28, 2021, participate as one (1) of seven (7) partners in a technical assistance project to improve tobacco control program activities in Nevada.</b></p>	<p><b>6.2.1</b> Participate on technical assistance (TA) calls with CDPHP/TCP monthly (10 total) and provide regular program updates. Also attend the <u>required</u>* annual partner meeting which may substitute for one (1) TA call. <b>6.2.2</b> Provide progress reports quarterly, for a total of four (4) reports, documenting any barriers or challenges.</p>	<p>TA agendas TA notes &amp; action items Quarterly Progress Reports</p>	<p>First Tuesday of each month unless a group call is scheduled Quarterly Reports Due: 10/15/2020 01/15/2021 04/15/2021 05/15/2021</p>	<p>Funded tobacco control partners in Nevada CDPHP</p>	<p># of TA agendas/calls # of partner meetings attended # of progress reports submitted in a timely manner</p>	<p>State program records Quarterly Progress Reports <i>*Note: primary funding source for annual meeting will be FHN</i> State program records</p>
<p><b>6.2.3</b> Develop and disseminate at least one (1) two-page tobacco control program success story.</p>	<p>Success story</p>	<p>1/1/2021-3/28/2021</p>	<p>Local population and stakeholders CDC</p>	<p># of success stories # and type of dissemination channels used</p>	<p>Quarterly progress reports</p>	

- Subrecipient shall provide the TCP an annual work plan, based on the scope of work, within 30 days of receiving the Notice of Subaward. The TCP will provide the work plan template upon request.

Compliance with this section is acknowledged by signing the subaward cover page of this packet.

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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 subaward, using a statement similar to: "This publication (journal, article, etc.) was supported by the Nevada State Department of Health and Human Services through Grant Number 1 NU58DP006783-01 from 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 Department nor CDC."

Any activities performed under this subaward shall acknowledge the funding was provided through the Department by Grant Number 1 NU58DP006783-01 from CDC.

Subrecipient agrees to adhere to the following budget:

<b>BUDGET NARRATIVE-SFY21</b>								
<b>Total Personnel Costs</b>					including fringe	<b>Total:</b>	<b>\$84,855</b>	
-								
	<u>Annual</u> <u>Salary</u>	<u>Fringe</u> <u>Rate</u>	<u>% of Time</u>	<u>Months</u>	<u>Percent of</u> <u>Months</u> <u>worked</u> <u>Annual</u>	<u>Amount</u> <u>Requested</u>		
<u>Health Educator Coordinator</u>	\$87,092.00	44.20%	45.000%	10	83.33%	\$47,095		
This position directs the overall operation of projects; responsible for overseeing the implementation of project activities, coordinator with other agencies, development of materials, provisions of in service and training, conducting meetings; designs and directs the gathering, tabulating, and interpreting of required data, responsible for overall program evaluation and budget management; and is the responsible staff person for ensuring necessary reports/documentation are submitted to the Nevada State Tobacco Control Program. This position relates to all program objectives.								
	<u>Annual</u> <u>Salary</u>	<u>Fringe</u> <u>Rate</u>	<u>% of Time</u>	<u>Months</u>	<u>Percent of</u> <u>Annual</u>	<u>Amount</u> <u>Requested</u>		
<u>Health Educator II</u>	\$82,593.00	46.30%	37.500%	10	83.33%	\$37,760		
This position will assist the Health Educator Coordinator to implement project activities, coordinate with other agencies, develop materials, participate in developing and carrying out in-service and trainings, participate in meetings, data collection and interpretation, and report progress on meeting grant deliverables on a monthly basis. This position also relates to all program objectives.								
-								
<b>Total Fringe Cost</b>		<b>\$26,386</b>				<b>Total Salary Cost:</b>	<b>\$58,470</b>	
<b>Total Budgeted FTE</b>		<b>0.82500</b>						
<b>Travel</b>							<b>Total:</b>	<b>\$0</b>
<b>Operating</b>							<b>Total:</b>	<b>\$5,519</b>
Office Supplies: \$300/mo. x 10 months			\$3,000.00					
Communications: \$251.90/mo. x 10 months x			\$2,519.00					
Justification: Office Supplies, Communications and Headphones/headsets are for completing the activities within work plan.								
<b>Equipment</b>							<b>Total:</b>	<b>\$0</b>
<b>Contractual</b>							<b>Total:</b>	<b>\$0</b>
<b>Training</b>							<b>Total:</b>	<b>\$2,000</b>
Trainings and registration fees for keeping current as subject matter experts by attending online trainings.								
6.1.3.								
\$500/training x 4 trainings			\$2,000.00					
<b>Other</b>							<b>Total:</b>	<b>\$5,000</b>
Printing Services: \$500.00 amount/mo. x 10 months			\$5,000					
Justification: Provider education and materials for printing 3.1.1.								
<b>TOTAL DIRECT CHARGES</b>							<b>\$97,374</b>	
<b>Indirect Charges</b>					<b>Indirect Rate:</b>	<b>12.00%</b>	<b>\$11,685</b>	
<b>Indirect Methodology:</b> 12% of Direct Costs. Indirect cost rate proposal for WCHD attached.								
<b>TOTAL BUDGET</b>							<b>Total:</b>	<b>\$109,059</b>

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Applicant Name: WCHD

PROPOSED BUDGET SUMMARY

Form 2

**A.** PATTERN BOXES ARE FORMULA DRIVEN - DO NOT OVERRIDE - SEE INSTRUCTIONS

<b>FUNDING SOURCES</b>	<b>GMU</b>	<b>Other Grant Funding</b>	<b>Other Local Funding</b>	<b>Other Funding</b>	<b>Other Funding</b>	<b>Other Funding</b>	<b>Other Funding</b>	<b>Program Income</b>	<b>TOTAL</b>
SECURED									
<b>ENTER TOTAL REQUEST</b>	\$109,059	\$18,315	\$104,656						\$232,030

**EXPENSE CATEGORY**

Personnel	\$84,855	\$18,315	\$104,656						\$207,826
Travel	\$0								\$0
Operating	\$5,519								\$5,519
Equipment	\$0								\$0
Contractual/Consultant	\$0								\$0
Training	\$2,000								\$2,000
Other Expenses	\$5,000								\$5,000
Indirect	\$11,685								\$11,685

<b>TOTAL EXPENSE</b>	\$109,059	\$18,315	\$104,656	\$0	\$0	\$0	\$0	\$0	\$232,030
<b>These boxes should equal 0</b>	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0

Total Indirect Cost	\$11,685
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Total Agency Budget	\$232,030
Percent of Subrecipient Budget	47%

**B. Explain any items noted as pending:**

**C. Program Income Calculation:**



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- Department of Health and Human Services policy allows no more than 10% flexibility of the total not to exceed amount of the subaward, within the approved Scope of Work/Budget. Subrecipient will obtain written permission to redistribute funds within categories. **Note: the redistribution cannot alter the total not to exceed amount of the subaward. Modifications in excess of 10% require a formal amendment.**
- 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/ Subrecipients 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).

**The Subrecipient agrees:**

To request reimbursement according to the schedule specified below for the actual expenses incurred related to the Scope of Work during the subaward period.

- Reimbursement may be requested monthly for expenses incurred in the implementation of the Scope of Work, within 15 days of the end of the previous month and no later than 15 days from the end of the subaward period, which is **April 28, 2021**;
- Total reimbursement through this subaward will not exceed \$109,059.00;
- Requests for Reimbursement will be accompanied by supporting documentation, including a line item description of expenses incurred;
- Invoices may not be approved for payment until the program coordinator receives the appropriately timed progress reports;
- The Department reserves the right to conduct a site visit regarding this subaward and deliverables. If deliverables are not met for this subaward period, then the Department is not obligated to issue continuation funding; and
- Additional expenditure detail will be provided upon request from the Department.

Additionally, the Subrecipient agrees to provide:

- A complete financial accounting of all expenditures to the Department within 15 days of the CLOSE OF THE SUBAWARD PERIOD. Any un-obligated funds shall be returned to the Department at that time, or if not already requested, shall be deducted from the final award.
- Any work performed after the BUDGET PERIOD will not be reimbursed.
- If a Request for Reimbursement (RFR) is received after the 30-day closing period, the Department may not be able to provide reimbursement.
- If a credit is owed to the Department after the 30-day closing period, the funds must be returned to the Department within 30 days of identification.

**The Department agrees:**

- To provide technical assistance as needed and upon request;
- To provide prior approval of reports/documents to be developed per the Scope of Work;
- To forward necessary reports to stakeholders;
- The Department reserves the right to hold reimbursement under this subaward until any delinquent forms, reports, and expenditure documentation are submitted to and accepted by the Department.

**Both parties agree:**

- A site visit may be conducted during the subaward period.
- The Subrecipient will, in the performance of the Scope of Work specified in this subaward, perform functions and/or activities that could involve confidential information; therefore, the Subrecipient is requested to fill out Section G, which is specific to this subaward, and will be in effect for the term of this subaward.
- All reports of expenditures and requests for reimbursement processed by the Department are SUBJECT TO AUDIT.
- This subaward agreement may be TERMINATED by either party prior to the date set forth on the Notice of Subaward, 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 Department, state, and/or federal funding ability to satisfy this Agreement is withdrawn, limited, or impaired.

**Financial Reporting Requirements**

- A Request for Reimbursement is due monthly, based on the terms of the subaward agreement, no later than the 15<sup>th</sup> 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 Subaward.

**CDPHP and Nevada Wellness Attribution Requirements:**

Subrecipients are required to include two key attributions to any publication, promotional item, or media paid for through this subaward: 1) Funding attribution and 2) Nevada Wellness Logo.

**Funding Attribution**

Identify the source of funding on all printed documents purchased or produced within the scope of this subaward, 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 6 NU58DP006306-

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04 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 subaward shall acknowledge the funding was provided through the Division by Grant Number 6 NU58DP006306-04 from the CDC.

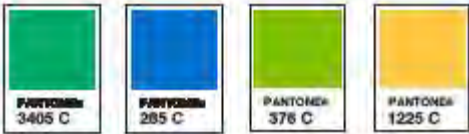
**Nevada Wellness Logo**

Use of this logo may not be for any other commercial purpose without permission from the Chronic Disease Prevention and Health Promotion Section within the Nevada Division of Public and Behavioral Health. User groups may not use the Nevada Wellness logo to profit and must comply with usage guidelines. Nevada Wellness is a registered trademark of the CDPHP Section within the Nevada Division of Public and Behavioral Health. Derivative versions of the Nevada Wellness logo are generally prohibited, as they dilute the Nevada Wellness brand identity. Please contact Health Promotions for any questions regarding usage guidelines at [cdphp@health.nv.gov](mailto:cdphp@health.nv.gov).

**Usage Guidelines**

- **Logo Elements:** The logo consists of two figures with a background of a mountain and sun, with the words “Nevada Wellness” below. These elements cannot be used separately.
- **Size Elements:** The size specifications for the logo are as follows: 303px width x 432px height or 4.208in width x 6in height. Resolution should be set at 72 or higher.
- **Spatial Elements:** The logo should appear unaltered in every application and should not be stretched or have a drop shadow or any other effect applied. Any secondary logos or images surrounding the logo should be of sufficient contrast so that the logo is not crowded or obscured. There must be a minimum of one quarter inch (1/4) clear space around the logo. The logo should be proportional to the size of your publication, promotional item, or website.
- **Font:** Industria LT Std
- **Logo Color:** The printed logo should always appear in the colors listed below or in black & white. When printing or placing the logo on a field that is low contrast, the logo should have a white outline.

○ **PMS Colors:**



○ **CMYK Colors:**



○ **RGB Colors:**

**RGB Colors**

Green: R: 43 G: 182 B: 115

Blue: R: 2 G: 130 B: 198

Lime Green: R: 166 G: 206 B: 57

Yellow: R: 255 G: 200 B: 67

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SECTION D**

Agency Ref. #: **HD 17799**  
 Budget Account: 3220  
 GL: 8516  
 Draw #: \_\_\_\_\_

**Request for Reimbursement**

<b>Program Name:</b> Tobacco Control Program Chronic Disease Prevention and Health Promotion (CDPHP) Bureau of Child, Family and Community Wellness (CFCW)	<b>Subrecipient's Name:</b> Washoe County Health District (WCHD)
<b>Address:</b> 4150 Technology Way, Suite #210 Carson City, NV 89706-2009	<b>Address:</b> 1001 E. 9 <sup>th</sup> Street Reno, NV 89512-2845
<b>Subaward Period:</b> June 29, 2020 through April 28, 2021	<b>Subrecipient's:</b> EIN: 88-6000138 Vendor #: T40283400Q

**FINANCIAL REPORT AND REQUEST FOR REIMBURSEMENT**

(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	\$84,855.00	\$0.00	\$0.00	\$0.00	\$84,855.00	0.0%
2. Travel	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	-
3. Operating	\$5,519.00	\$0.00	\$0.00	\$0.00	\$5,519.00	0.0%
4. Equipment	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	-
5. Contractual/Consultant	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	-
6. Training	\$2,000.00	\$0.00	\$0.00	\$0.00	\$2,000.00	0.0%
7. Other	\$5,000.00	\$0.00	\$0.00	\$0.00	\$5,000.00	0.0%
8. Indirect	\$11,685.00	\$0.00	\$0.00	\$0.00	\$11,685.00	0.0%
<b>Total</b>	<b>\$109,059.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$109,059.00</b>	<b>0.0%</b>

MATCH REPORTING	Approved Match Budget	Total Prior Reported Match	Current Match Reported	Year to Date Total	Match Balance	Percent Completed
<i>INSERT MONTH/QUARTER</i>	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	-

I, a duly authorized signatory for the applicant, certify to the best of my knowledge and belief that this report is true, complete and accurate; that the expenditures, disbursements and cash receipts are for the purposes and objectives set forth in the terms and conditions of the grant award; and that the amount of this request is not in excess of current needs or, cumulatively for the grant term, in excess of the total approved grant award. I am aware that any false, fictitious or fraudulent information, or the omission of any material fact, may subject me to criminal, civil or administrative penalties for fraud, false statements, false claims, or otherwise. I verify that the cost allocation and backup documentation attached is correct.

Authorized Signature \_\_\_\_\_ Title \_\_\_\_\_ Date \_\_\_\_\_

**FOR Department USE ONLY**

Is program contact required?  Yes  No Contact Person: \_\_\_\_\_

Reason for contact: \_\_\_\_\_

Fiscal review/approval date: \_\_\_\_\_

Scope of Work review/approval date: \_\_\_\_\_

Chief (as required): \_\_\_\_\_ Date \_\_\_\_\_

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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).
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? \_\_\_\_\_

**Compliance with this section is acknowledged by signing the subaward cover page of this packet.**

**STATE OF NEVADA  
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DIVISION OF PUBLIC & BEHAVIORAL HEALTH  
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**SECTION F**

**Current or Former State Employee Disclaimer**

For the purpose of State compliance with NRS 333.705, subrecipient represents and warrants that if subrecipient, or any employee of subrecipient who will be performing services under this subaward, is a current employee of the State or was employed by the State within the preceding 24 months, subrecipient has disclosed the identity of such persons, and the services that each such person will perform, to the issuing Agency. Subrecipient agrees they will not utilize any of its employees who are Current State Employees or Former State Employees to perform services under this subaward without first notifying the Agency and receiving from the Agency approval for the use of such persons. This prohibition applies equally to any subcontractors that may be used to perform the requirements of the subaward.

***The provisions of this section do not apply to the employment of a former employee of an agency of this State who is not receiving retirement benefits under the Public Employees' Retirement System (PERS) during the duration of the subaward.***

Are any current or former employees of the State of Nevada assigned to perform work on this subaward?

YES  If "YES", list the names of any current or former employees of the State and the services that each person will perform.

NO  Subrecipient agrees that if a current or former state employee is assigned to perform work on this subaward at any point after execution of this agreement, they must receive prior approval from the Department.

Name	Services
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____

**Subrecipient agrees that any employees listed cannot perform work until approval has been given from the Department.**

**Compliance with this section is acknowledged by signing the subaward cover page of this packet.**

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DEPARTMENT OF HEALTH AND HUMAN SERVICES  
DIVISION OF PUBLIC & BEHAVIORAL HEALTH  
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**SECTION G**

**Business Associate Addendum**

BETWEEN

**Nevada Department of Health and Human Services**

---

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 Department 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.
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.



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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 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

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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.
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, 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.

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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
  - 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.

**Compliance with this section is acknowledged by signing the subaward cover page of this packet.**

**Staff Report**  
**Board Meeting Date: September 24, 2020**

**DATE:** September 11, 2020  
**TO:** District Board of Health  
**FROM:** Francisco Vega, Director, Air Quality Management Division  
 775-784-7211, [fvega@washoecounty.us](mailto:fvega@washoecounty.us)  
**SUBJECT:** Recommendation for the Board to uphold an uncontested citation issued to Saltern Investments, Case No. 1231, Notice of Violation No. AQMV20-0003 with a \$855.00 negotiated fine.

**SUMMARY**

The Washoe County Air Quality Management Division (AQMD) staff recommends Notice of Violation (NOV) No. AQMV20-0003 be **upheld** and a fine in the amount of **\$855.00** be levied against Saltern Investments for failure to obtain a Dust Control Permit prior to the commencement of a dust generating activity. This action is a **minor violation** of the District Board of Health Regulations Governing Air Quality Management (DBOH Regulations), specifically Section 040.030 C.3. Dust Control Permit Requirements.

**District Health Strategic Priority supported by this item:**

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

**PREVIOUS ACTION**

No previous actions.

**BACKGROUND**

On March 2, 2020, Air Quality Specialist Trainee Brittney Osborn determined that Dust Control Permit No. APCP18-0154, obtained by Saltern Investments had expired. The Dust Control Permit had an expiration date of February 28, 2020. Saltern Investments allowed Dust Control Permit APCP18-0154 to expire prior to obtaining a new dust control permit for the remaining disturbed area associated with the project.

Saltern Investments applied for and obtained Dust Control Permit No. APCP20-0038 on March 3, 2020. Therefore, Saltern Investments was without a Dust Control Permit as required by 040.030 Section C. 3. for (1) day.

**AIR QUALITY MANAGEMENT**

1001 East Ninth Street, Building B-171, Reno, Nevada 89512  
 AQM Office: 775-784-7200 | Fax: 775-784-7225 | [OurCleanAir.com](http://OurCleanAir.com)  
 Serving Reno, Sparks and all of Washoe County, Nevada. Washoe County is an Equal Opportunity Employer.



On August 31, 2020 a compliance meeting and subsequent enforcement meeting was held between the AQMD and Mr. Michael Saltern, representative for Saltern Investments. Based on the information presented during the compliance and enforcement meetings the AQMD had determined that formal issuance of NOV No. AQMV20-0003 was warranted. The AQMD made a recommendation to administer a penalty in the amount of \$855.00 to Saltern Investments for NOV No. AQMV20-0003. At the time of the compliance and enforcement meeting, the representative of Saltern Investments did not dispute the incident of noncompliance or NOV No. AQMV20-0003 and agreed to settle the matter in the amount of \$855.00. A Memorandum of Understanding was signed by all parties on August 31, 2020.

### **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 Board uphold an uncontested citation issued to Saltern Investments Case No. 1231, Notice of Violation No. AQMV20-0003, with a \$855.00 negotiated fine.

### **ALTERNATIVE**

Should the Board wish to consider an alternative to upholding the Staff recommendation, as presented, the item should be pulled from the Consent Agenda for discussion. Possible alternatives are:

1. The Board may determine no violation of the regulations has occurred and dismiss Notice of Violation No. AQMV20-0003; or
2. The Board may determine to uphold Notice of Violation No. AQMV20-0003 and levy any fine in the range of \$0.00 to \$1,000.00 per day per violation.

### **POSSIBLE MOTION(s)**

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

1. "Move to uphold an uncontested citation issued to Saltern Investments, Case No. 1231, Notice of Violation No. AQMV20-0003 with a \$855.00 negotiated fine."

Or, should the Board wish to consider an alternative motion the item should be pulled from the Consent Agenda for discussion and, the possible motion may be:

1. "Move to dismiss Case No. 1231, Notice of Violation No. AQMV20-0003, issued to Saltern Investments.", or
2. "Move to uphold Case No. 1231, Notice of Violation No. AQMV20-0003, and levy a fine in the amount of (*range of \$0.00 to \$1,000.00*) per day for each violation, with the matter being continued to the next meeting to allow for Saltern Investments to be properly noticed."

**WASHOE COUNTY HEALTH DISTRICT  
AIR QUALITY MANAGEMENT DIVISION  
1001 East Ninth Street Suite B171  
Reno, Nevada 89512**

**NOTICE OF VIOLATION  
ISSUED TO**

**Saltern Investments  
Case No. 1231 ; APCP18-0154  
Date of Issuance: August 31, 2020  
Notice of Violation Number: AQMV20-0003**

The Air Quality Management Division of the Washoe County Health District (AQMD) has determined that the owner and operator of the Saltern Investments is in violation of the Washoe County District Board of Health Regulations Governing Air Quality Management 040.030 Section C.3. Dust Control Permit Requirements.

1. BASIS OF VIOLATION

A. Regulatory Authority

The Washoe County District Board of Health Regulations Governing Air Quality Management 040.030 Section C.3. Dust Control Permit Requirements

**DUST CONTROL PERMIT REQUIREMENTS:** The owner and/or operator of a dust generating activity shall apply for and obtain a Dust Control Permit prior to commencement of the dust generating activity. In the Dust Control Permit application, the owner and/or operator shall designate a person responsible for compliance with the “District Board of Health Regulations Governing Air Quality Management.” Failure to comply with the provisions of an approved Dust Control Permit shall be deemed a violation of this Rule.

B. Facts to Constitute the Violation

On January 13, 2020 an Air Quality Specialist (AQS) left a voicemail of the upcoming expiration of the Dust Control Permit with Mr. Michael Saltern.

On February 28, 2020 the Dust Control Permit for Red Roof Storage (APCP18-0154) expired. A new permit had not been obtained at that time.

On March 2, 2020 the same AQS left a voicemail with Michael Salern of Salern Investments informing him that the Dust Control Permit for Red Roof Storage (APCP18-0154) expired on 2/28/2020 and the project was currently operating without a permit. Mr. Salern was instructed to obtain a permit immediately and no dirt work was to occur on site until the permit was obtained.

On March 3, 2020 a new Dust Control Permit (APCP20-0038) was obtained for Red Roof Storage.



**MEMORANDUM OF UNDERSTANDING**

WASHOE COUNTY HEALTH DISTRICT  
AIR QUALITY MANAGEMENT DIVISION

Date: August 31, 2020

Company Name: Saltern Investments

Address: 6542 S. McCarran Boulevard Suite A Reno, Nevada 89509


Notice of Violation # AQMV20-0003 Case # 1231

The staff of the Air Quality Management Division of the Washoe County Health District issued the above referenced citation for the violation of Regulation: \_\_\_\_\_

Section 040.030 C. 3. Dust Control Permit Requirements - For failure to obtain a Dust Control Permit prior to commencement of a dust generating activity.

A settlement of this matter has been negotiated between the undersigned parties resulting in a penalty amount of \$ 855.00. This settlement will be submitted to the District Board of Health for review at the regularly scheduled meeting on September 24, 2020.

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 of Company Representative

MICHAEL SALTERN

Print Name

PARTNER

Title



Witness



Signature of District Representative

Joshua C. Restori

Print Name

Sr. AQS

Title



Witness

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

Company Name Saltern Investments  
Contact Name Michael Saltern  
Case Number 1231

I. Violation of Section 040.030 Section C.3. Dust Control Permit Requirements

I. Recommended Penalty = \$ 855.00

II. Violation of Section 0

II. Recommended Penalty = \$ 0.00

III. Violation of Section 0

III. Recommended Penalty = \$ 0.00

IV. Violation of Section 0

IV. Recommended Penalty = \$ 0.00

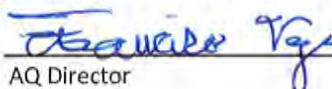
V. Violation of Section 0

V. Recommended Penalty = \$ 0.00

**Total Recommended Penalty = \$ 855.00**

  
\_\_\_\_\_  
Senior AQ Specialist/Supervisor

8/31/2020  
Date

  
\_\_\_\_\_  
AQ Director

8/31/2020  
Date

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

Company Name Saltern Investments  
 Contact Name Michael Saltern  
 Case Number 1231  
 Violation Number AQMV20-0003  
 Violation of Section 040.030 Section C.3. Dust Control Permit Requirements  
 Permit Condition N/A

I. Base Penalty as specified in the Penalty Table = \$ **950.00**

II. Severity of Violation

A. Public Health Impact

1. Toxicity of Release (For Emissions Exceedances)

Unable to Quantify - 1x      Criteria Pollutant - 1x      Hazardous Air Pollutant - 2x  
 Adjustment Factor **1**

Comment: Unable to Quantify/Administrative Violation

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

Negligible - 1x   Moderate - 1.5x   Significant - 2x      Adjustment Factor **1**

Comment: Negligible/Administrative Violation

Total Adjustment Factors (1 x 2) = **1**

B. Adjusted Base Penalty

Base Penalty \$ 950.00 x Adjustment Factor 1 = \$ **950.00**

C. Number of Days/Weeks/Months or Units in Violation

Adjusted Penalty \$ 950.00 x Number of Days/Weeks/Mon **1** = \$ **950.00**

Comment: Assuming they only operate on the weekdays, 1 day in violation.

D. Economic Benefit

Avoided Costs \$ **0.00** + Delayed Costs \$ **0.00** = \$ 0.00

Comment: N/A

Penalty Subtotal

Adjusted Base Penalty \$ 950.00 + Economic Benefit \$ 0.00 = \$ **950.00**



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

**III. Penalty Adjustment Consideration**

**A. Mitigating Factors** (0 +/- 25%)

-10%

Comment Cooperation and agreed to settle

**B. Compliance History**

Similar Violation < 12 months (300%)

+ 0%

Similar Violation < 3 years (200%)

+ 0%

Similar Violation > 3 years (150%)

+ 0%

Previous Unrelated Violations < 5years

5% x   , # of previous violations

+ 0%

Comment: No prior compliance history

**Total Penalty Adjustment Factors** – Sum of A & B

-10%

**IV. Recommended Penalty**

Penalty Adjustment:

\$ 950.00	x	<u>-10%</u>		=	<span style="border: 1px solid black; padding: 2px;">-95.00</span>
Penalty Subtotal (From Section II)		Total Adjustment Factors (From Section III)			Total Adjustment Value

Additional Credit for Environmental Investment/Training - \$   

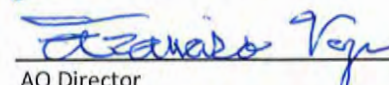
Comment: \_\_\_\_\_

Adjusted Penalty:

\$ 950.00	+/-	<u>\$ -95.00</u>	=	\$	<span style="border: 1px solid black; padding: 2px;">855.00</span>
Penalty Subtotal (From Section II)		Total Adjustment Value (From Section III + Credit)			Recommended Penalty

  
\_\_\_\_\_  
Senior AQ Specialist/Supervisor

8/31/2020  
Date

  
\_\_\_\_\_  
AQ Director

8/31/2020  
Date

## Administrative Penalty Table

### Air Quality Management Division Washoe County Health District

#### I. Minor Violations - Section 020.040(C)

Regulation	1st Violation	2nd Violation
040.005	Visible Emissions	1000
040.030	Dust Control (fugitive)	2500
040.035	Open Fires	1000
040.040	Fire Training	1000
040.050	Incinerator	2000
040.051	Woodstoves	1000
040.055	Odors	2000
040.080	Gasoline Transfer (maintenance)	2000
040.200	Diesel Idling	1000
050.001	Emergency Episode	2000
040.030	Construction Without a Dust Control Permit	
	Project Size – Less than 10 acres	\$ 500 + \$50 per acre
	Project Size – 10 acres or more	\$1,000 + \$50 per acre

#### II. Major Violations - Section 020.040

Regulation	Violation	Source Category	
		Minimum	Maximum
030.000	Construction/Operating without Permit (per major process system or unit/day)	5000	10000
030.1402	Failure to Comply with Stop Work Order	10,000/day	10,000/day
030.2175	Operation Contrary to Permit Conditions (per day or event)	2500	10000
030.235	Failure to Conduct Source Test or Report (per Reporting Period for Each Unit)	2500	5000
	All other Major Violations (per day or event)	5000	10000

#### III. Major Violations - Section 030.107 Asbestos

A. Asbestos Sampling & Notification	\$ 2,000 - \$10,000
B. Asbestos Control Work Practices (per day or event)	\$ 2,000 - \$10,000
C. Asbestos Containment & Abatement (per day or event)	\$ 5,000 - \$10,000



**Staff Report**  
**Board Meeting Date: September 24, 2020**

**DATE:** September 15, 2020  
**TO:** District Board of Health  
**FROM:** David Kelly, EHS Supervisor  
775-328-2630, [dakelly@washoecounty.us](mailto:dakelly@washoecounty.us)  
**SUBJECT:** Recommendation to uphold the decision of the Sewage, Wastewater & Sanitation Hearing Board to approve Variance Case #1-20S with conditions of the Health District's Regulations of the Washoe County District Board of Health Governing Sewage, Wastewater, and Sanitation for Mark Hermann, owner of 3620 Plumas Drive, Reno Nevada, Assessor's Parcel Number 023-131-42.

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**SUMMARY**

Environmental Health Services (EHS) Staff and the Sewage, Wastewater & Sanitation (SWS) Hearing Board recommend approving variance 01-20S with conditions of the Health District's Regulations of the Washoe County District Board of Health Governing Sewage, Wastewater, and Sanitation.

**District Health Strategic Priority supported by this item:**

- 1. Healthy Lives:** Improve the health of our community by empowering individuals to live healthier lives.

**PREVIOUS ACTION**

The District Board of Health has taken no previous action on this item.

**BACKGROUND**

This variance was requested to allow EHS to issue a permit for the modification of the septic system located at 3620 Plumas. The SWS regulations do not allow for a permit to be issued for septic modification if sewer is available within 400 feet of the building to be served. City of Reno sewer was available approximately 380 feet away. Mr. Hermann applied for a variance based on the cost of connecting to sewer as being prohibitive. His intent was to remodel the property but needed to upgrade the septic system to allow for one additional bedroom. Review of the application demonstrates the property has the size and can meet all setbacks for the proposed septic system.



The case was heard at the September 3, 2020 SWS Board Meeting where the SWS Board unanimously voted to recommend approval of the variance to the DBOH with the condition that the applicant do a new test trench and percolation test to determine the appropriate design for the system. Attached find the staff report to the SWS Board Report regarding this variance request and the September 3, 2020 meeting minutes.

### **FISCAL IMPACT**

The fiscal impact to the Division regarding this item would be the required septic permit fees of \$1,727 required for all repair permits. The property owner has already paid the applicable fees for the associated variance.

### **RECOMMENDATION**

Staff recommends the Board uphold the decision of the SWS Board to approve variance #1-20S, with the condition that the applicant go through a new test trench and percolation test to determine the appropriate system design.

### **ALTERNATIVE**

Should the Board wish to consider an alternative to upholding the Staff recommendation, as presented, the item should be pulled from the Consent Agenda for discussion. Possible alternatives are:

1. The Board may decide to not uphold the decision of the SWS Board to approve variance #1-20S.
2. The Board may decide to modify the decision of the SWS Board to approve variance #1-20S with its condition that the applicant go through a new test trench and percolation test to determine the appropriate system design.

### **POSSIBLE MOTION(s)**

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

1. "Move to uphold the decision of the SWS Board to approve variance #1-20S, with the condition that the applicant go through a new test trench and percolation test to determine the appropriate system design.

Or, should the Board consider an alternative, the possible motions may be:

2. "Move to modify the decision of the SWS Hearing Board in the following manner:"

Or

3. "Move to reverse the decision of the SWS Hearing Board"

Or

4. "Move to refer the variance back to the SWS Hearing Board for further additional consideration."

## STAFF REPORT

**BOARD MEETING DATE: September 3, 2020**

**TO:** Sewage, Wastewater, and Sanitation Hearing Advisory Board  
**FROM:** David Kelly, EHS Supervisor  
775-328-2630, [dakelly@washoecounty.us](mailto:dakelly@washoecounty.us)  
**SUBJECT:** Variance Case #1-20S; Variance to Section 020.080, Parcel 023-131-42, 3620 Plumas St., Washoe County, NV

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### SUMMARY

This staff report summarizes the Environmental Health Services Division's (EHS) review of the submitted variance application for your decision to recommend or deny approval to the District Board of Health (DBOH) a variance for APN 023-131-42 which is owned by Mark Hermann. The variance requests a permit to repair and upgrade the existing septic system in advance of intended remodel of house, however, public sewer is available within 400 feet.

### Previous Action

There has been no previous action with this variance request. The parcel in question will be served by community water.

### Background

The variance correctly identifies the Washoe County Health District (WCHD) Regulations Governing Sewage, Wastewater, and Sanitation (regulations) that prohibit the issuance of a permit for any form of modification or replacement if public sewer is available within 400 feet of the building to be served. After consultation with City of Reno, an available sewer line is in Moana Lane, approximately 250 feet from the NW corner of Mr. Hermann's property. The primary residence (building to be served) is approximately 80 feet more feet for a total linear distance of around 330 feet.

The property owner wishes to remodel the house, increasing the bedroom count from 3 to 4. The original septic system was designed for 3 bedrooms maximum and would require an upgrade in both the tank size and the leach field in order to accommodate additional bedrooms. Based on the original sizing and scaling up, the Health District has determined that a single 50 feet line would be the minimum length for a leach line at 16 feet deep – as allowed on the original system. A 1,200 gallon tank would be the minimum tank size required. Sufficient space exists for a new line of this size and a repair area, meeting all applicable setbacks required by the current code.

If this parcel were under new construction and did not have an existing residence, the regulations would not prohibit a dwelling with four (4) bedrooms, or even more, provided the septic system is sized correctly. The regulations require that new parcels outside located of 200 feet from available sewer can receive a permit to build a septic – Mr. Hermann's parcel is 250 feet away. The only reason





for the variance request is due to the proximity of the sewer line, which prohibits WCHD from issuing the necessary permits for the upgrade. Mr. Hermann is contending that the cost for dragging the sewer line to his property is cost prohibitive and without the variance his property cannot be upgraded.

The proposal provides for a new tank and leach field sized for up to four (4) bedrooms. Staff has been on site to validate the proposed OSDS layout. Based on field observations it is believed that the proposed design layout will adequately serve the property and the systems can be placed on-site meeting all setbacks. WCHD would have originally allowed a single system of this size on the property; this variance essentially allows WCHD to issue a normal repair permit to allow the upsizing of the system.

### **Findings of Fact**

The Board must consider the following when making a recommendation on this variance to the DBOH:

1. Will the proposed variance result in contamination of water to the extent it cannot be used for its existing or expected use?

**Reply:** The proposed systems would be able to meet all relevant setbacks that a normal system would and should not pose any additional threat to groundwater. There is no expectation of groundwater contact expected based on the original sizing of the system; However, if groundwater were encountered at depths, WCHD would require an appropriate re-design and believes space is available for any necessary modifications to protect groundwater should it be encountered.

2. Will the proposed variance pose a threat to public health?

**Reply:** There are two primary ways that sewage can pose a threat to public health, direct exposure via surface and groundwater contamination in areas with domestic wells. All sewage would be discharged underground preventing direct exposure and as all setbacks and design requirements are met, no increased risk of groundwater contamination is expected.

3. Are there other reasonable alternatives?

**Reply:** WCHD regulations do not allow for the issuance of any permit to modify or replace a septic system with sewer available within 400 feet. There is no alternative other than for the property owner to drag the sewer line from Moana to his property.

### **Conditions of Approval**

1. WCHD is not recommending any conditions of approval at this time, as the proposed septic system will meet all applicable setbacks with room left over. WCHD would follow its normal permitting and inspection procedures and if groundwater or other limiting layers were encountered would require the appropriate redesign. If the Board does determine that there are appropriate conditions of approval, any conditions they set should be required to be recorded to the title, not to be removed without Health District approval.

### **Recommendation**

Staff is neutral as to whether the Sewage, Wastewater and Sanitation (SWS) Hearing Board should support the presented Variance Case #1-20S (Mark Hermann) to allow for the upsizing of the septic system to support his planned remodel as all setbacks will be met and the relative cost of dragging sewer to the property is the only issue.

### **Possible Motion**

Should the SWS Hearing Board wish to approve the variance application, the three possible motions would be:

1. “Move to present to the District Board of Health a recommendation for approval of Variance Case #1-20S (Mark Hermann) to allow the permitting and construction of the septic system as proposed”; OR
2. “Move to present to the District Board of Health a recommendation for approval of Variance Case #1-20S (Mark Hermann) to allow the permitting and construction of the septic system as proposed, with the following conditions (list conditions)”; OR
3. “Move to present to the District Board of Health a denial of Variance care #1-20S (Mark Hermann)”.

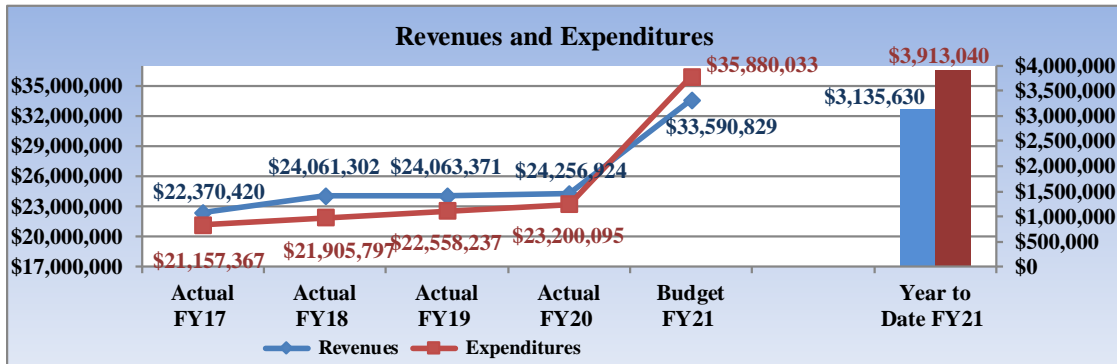
The SWS Board may also formulate their own motion or request additional information from the applicant if desired.

**Staff Report**  
**Board Meeting Date: September 24, 2020**

**DATE:** September 10, 2020  
**TO:** District Board of Health  
**FROM:** Anna Heenan, Administrative Health Services Officer  
 328-2417, [ahenan@washoecounty.us](mailto:ahenan@washoecounty.us)  
**SUBJECT:** Acknowledge receipt of the Health Fund Financial Review for August, Fiscal Year 2021

**SUMMARY**

The second month of FY21 ended with a cash balance of \$7,979,625. The total revenues of \$3,135,630 or 9.3% of budget and down 6.5% or \$218,540 less than FY20. The expenditures totaled \$3,913,040 up \$131,050 or 3.5% compared to FY20. The significant increase in FY21 budgeted revenues and expenditures compared to prior years is due to the grant funding of \$9 million for direct costs associated with the COVID-19 response.



**District Health Strategic Priority supported by this item:**

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

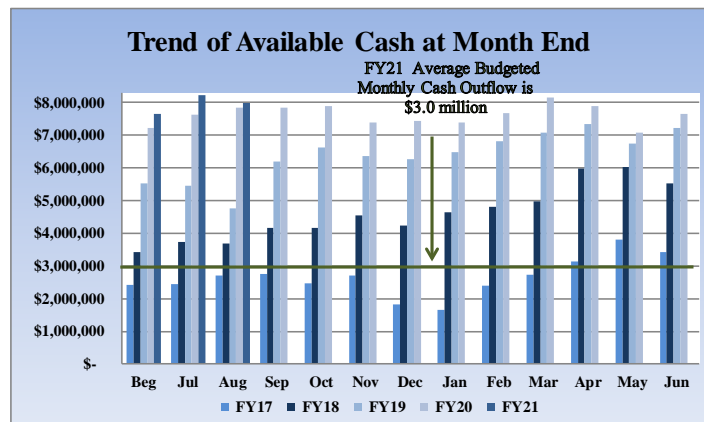
**PREVIOUS ACTION**

Fiscal Year 2021 Budget was adopted May 19, 2020.

**BACKGROUND**

**Review of Cash**

The available cash at the end of August, FY21, was \$7,979,625 which is enough to cover approximately 2.7 months of expenditures. The cash balance is \$146,688 greater than FY20. The encumbrances and other liability portion of the cash totals \$1.5 million; the cash restricted as to use is approximately \$1.6 million; leaving a balance of \$4.9 million.





**Review of Revenues and Expenditures by Division**

**ODHO** has spent \$85,384 down \$77,669 or 47.6% over FY20 due to the reallocation of staff for COVID-19 response and savings from the vacant Director of Programs and Projects position.

**AHS** has spent \$166,854 down \$30,066 or 15.3% compared to FY20 mainly due to salary savings from vacant positions.

**AQM** revenues were \$452,388 down \$102,020 or 18.4% mainly due to a decline in dust plan applications. The Division spent \$432,802 down \$39,054 or 8.3% mainly due to salary savings from vacant positions.

**CCHS** revenues were \$284,303 down \$10,834 or 3.7% over FY20 mainly due to a decline in donations and non-governmental grants. The division spent \$1,219,500 down \$161,589 or 11.7% less than FY20 mainly due to a decrease in accrued benefit payouts to retirees.

**EHS** revenues were \$699,216 down \$107,851 or 13.4% over FY20 with the largest decline being in the Special Event and Food Service permits. Total expenditures were \$839,348 down \$337,939 or 28.7% mainly due to the deployment of staff to the COVID-19 response and chemical supplies not being purchased in FY21 due to enough inventory on hand. Expenditures for the COVID-19 response are reflected in EPHP.

**EPHP** revenues were \$113,581 up \$2,166 or 1.9%. The division spent \$1,169,152 up \$777,367 or 198.4% over FY20 due to increased expenditures for the COVID-19 response.

Washoe County Health District Summary of Revenues and Expenditures Fiscal Year 2016/2017 through August Year to Date Fiscal Year 2020/2021 (FY21)									
	Actual Fiscal Year			FY 2019/2020		Fiscal Year 2020/2021			
	2016/2017	2017/2018	2018/2019	Year End (unaudited)	August Year to Date	Adjusted Budget	August Year to Date	Percent of Budget	FY21 Increase over FY20
<b>Revenues (all sources of funds)</b>									
ODHO	51,228	3,365	-	-	-	-	-	-	-
AHS	-	-	-	-	-	-	-	-	-
AQM	2,979,720	3,543,340	3,443,270	3,493,840	<b>554,408</b>	3,496,067	<b>452,388</b>	12.9%	-18.4%
CCHS	3,872,898	4,179,750	4,104,874	4,044,674	<b>295,137</b>	4,535,181	<b>284,303</b>	6.3%	-3.7%
EHS	3,436,951	4,428,294	4,871,791	4,297,872	<b>807,067</b>	4,598,283	<b>699,216</b>	15.2%	-13.4%
EPHP	2,027,242	1,854,862	2,126,580	2,903,681	<b>111,415</b>	11,444,442	<b>113,581</b>	1.0%	1.9%
GF support	10,002,381	10,051,691	9,516,856	9,516,856	<b>1,586,143</b>	9,516,856	<b>1,586,143</b>	16.7%	0.0%
<b>Total Revenues</b>	<b>\$22,370,420</b>	<b>\$24,061,302</b>	<b>\$24,063,371</b>	<b>\$24,256,924</b>	<b>\$ 3,354,170</b>	<b>\$33,590,829</b>	<b>\$ 3,135,630</b>	<b>9.3%</b>	<b>-6.5%</b>
<b>Expenditures (all uses of funds)</b>									
ODHO	904,268	826,325	1,336,494	1,153,186	<b>163,053</b>	2,005,399	<b>85,384</b>	4.3%	-47.6%
AHS	1,119,366	1,016,660	1,059,669	1,083,771	<b>196,920</b>	1,448,157	<b>166,854</b>	11.5%	-15.3%
AQM	2,856,957	2,936,261	2,935,843	2,985,827	<b>471,856</b>	3,907,527	<b>432,802</b>	11.1%	-8.3%
CCHS	7,294,144	7,538,728	7,700,440	7,547,364	<b>1,381,090</b>	8,801,187	<b>1,219,500</b>	13.9%	-11.7%
EHS	6,366,220	7,030,470	6,669,768	5,815,690	<b>1,177,287</b>	7,416,665	<b>839,348</b>	11.3%	-28.7%
EPHP	2,616,411	2,557,352	2,856,024	4,614,255	<b>391,785</b>	12,301,098	<b>1,169,152</b>	9.5%	198.4%
<b>Total Expenditures</b>	<b>\$21,157,367</b>	<b>\$21,905,797</b>	<b>\$22,558,237</b>	<b>\$23,200,095</b>	<b>\$ 3,781,990</b>	<b>\$35,880,033</b>	<b>\$ 3,913,040</b>	<b>10.9%</b>	<b>3.5%</b>
<b>Revenues (sources of funds) less Expenditures (uses of funds):</b>									
ODHO	(853,040)	(822,960)	(1,336,494)	(1,153,186)	<b>(163,053)</b>	(2,005,399)	<b>(85,384)</b>		
AHS	(1,119,366)	(1,016,660)	(1,059,669)	(1,083,771)	<b>(196,920)</b>	(1,448,157)	<b>(166,854)</b>		
AQM	122,763	607,078	507,427	508,014	<b>82,552</b>	(411,460)	<b>19,586</b>		
CCHS	(3,421,246)	(3,358,978)	(3,595,566)	(3,502,690)	<b>(1,085,953)</b>	(4,266,006)	<b>(935,198)</b>		
EHS	(2,929,269)	(2,602,177)	(1,797,977)	(1,517,818)	<b>(370,220)</b>	(2,818,382)	<b>(140,132)</b>		
EPHP	(589,169)	(702,490)	(729,444)	(1,710,574)	<b>(280,370)</b>	(856,656)	<b>(1,055,571)</b>		
GF Operating	10,002,381	10,051,691	9,516,856	9,516,856	<b>1,586,143</b>	9,516,856	<b>1,586,143</b>		
<b>Surplus (deficit)</b>	<b>\$ 1,213,053</b>	<b>\$ 2,155,505</b>	<b>\$ 1,505,134</b>	<b>\$ 1,056,829</b>	<b>\$ (427,820)</b>	<b>\$ (2,289,203)</b>	<b>\$ (777,410)</b>		
Fund Balance (FB)	\$ 4,180,897	\$ 6,336,402	\$ 7,841,536	\$ 8,898,365		\$ 6,609,162			
FB as a % of Expenditures	19.8%	28.9%	34.8%	38.4%		18.4%			

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

**Review of Future Projections given the Impact of COVID-19**

The impact of COVID-19 on the projected annual revenues reflects a decline of \$1.3 million in licenses, permits, and charges for services for FY21. This decline is offset with an FY21 increase of \$7.3 million in grant funding to cover the COVID-19 response and an additional \$1.7million for direct costs in FY22. The FY21 expenditures are estimated at \$30.8 million up \$4.0 million from the budget of \$26.8 million from the Pre COVID projections mainly due to the increase in costs from the COVID-19 response. Assuming a drop in expenditures once the COVID-19 grant funding is no longer available, an additional reduction of \$325,000 will still need to happen but that can be achieved through additional hiring freezes on vacant positions, further reducing non-mission critical services and supplies expenditures, or reducing the fund balance level.

	COVID-19	Pre COVID	COVID-19	Projected Based on Historical Trends		
	Unaudited FY19-20	FY 2020- 2021Budget	FY 2020- 2021	FY 2021- 2022	FY 2022- 2023	FY 2023- 2024
<b>SOURCES OF FUNDS:</b>						
<b>Opening Fund Balance</b>	\$ 7,841,536	\$ 8,898,365	\$ 8,898,365	\$ 8,521,763	\$ 7,317,455	\$ 5,557,490
<b>Revenues:</b>						
Licenses and Permits	3,340,170	3,626,311	2,544,335	2,417,119	2,429,204	2,465,642
Federal & State Grants	6,048,024	6,101,910	12,684,203	8,019,937	6,258,318	6,505,789
Federal & State Indirect Rev.	640,610	549,846	1,249,880	774,324	597,197	620,950
Tire Fees (NRS 444A.090)	527,526	525,000	517,764	506,600	516,732	527,067
Pollution Control (NRS 445B.830)	629,970	628,105	687,519	666,893	673,562	683,666
Dust Plan	623,229	578,414	489,864	465,371	467,697	474,713
Birth & Death Certificates	569,553	589,467	579,874	585,673	591,529	603,360
Other Charges for Services	2,157,625	2,151,925	1,924,499	1,866,764	1,876,098	1,904,240
Miscellaneous	203,360	209,074	209,074	214,160	223,148	232,588
<b>Total Revenues</b>	<b>14,740,068</b>	<b>14,960,051</b>	<b>20,887,012</b>	<b>15,516,841</b>	<b>13,633,487</b>	<b>14,018,015</b>
Total General Fund transfer	9,516,856	9,516,856	9,516,856	9,516,856	9,516,856	9,516,856
Total Revenues & General Fund transfer	24,256,924	24,476,907	30,403,868	25,033,697	23,150,343	23,534,871
<b>Total Sources of Funds</b>	<b>32,098,460</b>	<b>33,375,272</b>	<b>39,302,233</b>	<b>33,555,459</b>	<b>30,467,797</b>	<b>29,092,361</b>
<b>USES OF FUNDS:</b>						
<b>Expenditures:</b>						
Salaries & Wages	12,010,723	13,108,160	13,935,268	13,481,981	12,759,128	13,397,084
Group Insurance	1,547,604	1,790,455	2,000,774	2,035,896	1,822,691	1,913,825
OPEB Contribution	1,118,614	1,113,772	1,113,772	1,169,461	1,227,934	1,289,330
Retirement	3,132,706	3,599,709	3,730,891	3,769,563	3,685,767	4,004,026
Other Employee Benefits	250,499	251,968	248,957	251,575	264,154	277,362
Professional/Other agencies	924,363	1,742,758	5,096,642	1,438,701	973,207	1,008,877
Advertising	85,088	155,159	115,916	68,964	71,499	74,119
Chemical Supplies	296,585	236,200	118,700	236,200	236,791	237,382
Biologicals	358,430	345,461	322,757	342,178	354,757	367,759
Fleet Management billings	174,577	189,836	189,836	191,965	194,073	197,776
Workforce training & development	140,001	297,397	79,489	281,444	283,555	285,682
Other Services and Supplies	1,598,194	2,294,366	2,218,134	1,500,839	1,394,596	1,445,711
Indirect cost allocation	1,400,792	1,540,871	1,540,871	1,725,776	1,898,353	2,088,188
Capital	161,920	100,000	68,463	68,463	68,805	69,493
<b>Total Expenditures</b>	<b>23,200,095</b>	<b>26,766,110</b>	<b>30,780,471</b>	<b>26,563,005</b>	<b>25,235,308</b>	<b>26,656,616</b>
<b>Additional reductions required</b>				(325,000)	(325,000)	(325,000)
<b>Total Uses of Funds</b>	<b>23,200,095</b>	<b>26,766,110</b>	<b>30,780,471</b>	<b>26,238,005</b>	<b>24,910,308</b>	<b>26,331,616</b>
Net Change in Fund Balance	1,056,829	(2,289,203)	(376,602)	(1,204,308)	(1,759,965)	(2,796,745)
<b>Ending Fund Balance (FB)</b>	<b>\$ 8,898,365</b>	<b>\$ 6,609,162</b>	<b>\$ 8,521,763</b>	<b>\$ 7,317,455</b>	<b>\$ 5,557,490</b>	<b>\$ 2,760,745</b>
<b>FB as a percent of Uses of Funds</b>	<b>38.4%</b>	<b>24.7%</b>	<b>27.7%</b>	<b>27.9%</b>	<b>22.3%</b>	<b>10.5%</b>
<b>Reported to the DBOH in February, 2020 - Pre COVID-19</b>						
Ending Fund Balance (FB)				5,062,341	4,162,960	3,017,139
FB as a percent of Uses of Funds				20.3%	16.3%	11.6%
<b>Variance between Pre-Covid and Covid-19 projections</b>						
Ending Fund Balance (FB)				2,255,114	1,394,530	(256,394)
FB as a percent of Uses of Funds				7.6%	6.0%	-1.1%

**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 Fund financial review for August, Fiscal Year 2021.

**POSSIBLE MOTION**

Move to acknowledge receipt of the Health Fund financial review for August, Fiscal Year 2021.







Period: 1 thru 2 2021  
 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	2021 Plan	2021 Actuals	Balance	Act's	2020 Plan	2020 Actual	Balance	Act's
460531 Dust Plan-Air Quality	578,414-	51,461-	526,954-	9	659,365-	136,115-	523,250-	21
460532 Plan Rvw Hotel/Motel						4,113-	4,113	
460534 Child Care Inspection	23,263-	5,139-	18,124-	22	23,234-	6,238-	16,996-	27
460535 Pub Accomod Inspectn	29,316-	6,082-	23,235-	21	29,345-	5,933-	23,412-	20
460570 Education Revenue								
460723 Other Fees	230,234-	34,401-	195,833-	15	208,183-	29,165-	179,018-	14
* Charges for Services	3,319,806-	589,044-	2,730,762-	18	3,228,052-	672,784-	2,555,268-	21
481150 Interest-Non Pooled		0-	0					
484000 Donations,Contributions	4,000-	533-	3,467-	13	4,500-	4,500-		100
484050 Donation Fed Pgm Inc	6,000-	494-	5,506-	8	6,721-	605-	6,116-	9
484195 Non-Govt'l Grants	125,231-	2,612-	122,619-	2	195,438-	7,014-	188,424-	4
484197 Non-Gov. Grants-Ind.	24,987-	1,015	26,001-	4-	30,604-	2,430	33,034-	8-
485100 Reimbursements	48,857-	1,374-	47,482-	3	48,854-	2,991-	45,862-	6
485300 Other Misc Govt Rev					150,000-	0-	150,000-	
* Miscellaneous	209,074-	3,999-	205,076-	2	436,116-	12,681-	423,436-	3
** Revenue	24,073,973-	1,549,487-	22,524,486-	6	15,992,302-	1,768,027-	14,224,275-	11
701110 Base Salaries	11,141,668	1,816,400	9,325,267	16	10,815,100	1,693,684	9,121,416	16
701120 Part Time	508,540	80,879	427,661	16	351,414	77,683	273,731	22
701130 Pooled Positions	504,800	125,404	379,396	25	445,526	92,281	353,245	21
701140 Holiday Work	4,319	4,717	399-	109	4,319	131	4,188	3
701150 xcContractual Wages								
701199 Lab Cost Sav-Wages	144,900	242	144,658	0	157,065	1,138	155,928	1
701200 Incentive Longevity	63,017	80,669	17,652-	128	63,517	10,616	52,901	17
701300 Overtime	300	38	262	13	300	32	268	11
701403 Shift Differential	38,000	11,549	26,451	30	38,000	6,577	31,423	17
701406 Standby Pay	5,000	237	4,763	5	5,000	283	4,717	6
701408 Call Back	2,085,000	90,054-	2,175,054	4-	1,010,330	43,720	966,610	4
701412 Salary Adjustment	228,970	37,076	191,894	16	199,393	195,000	4,394	98
701413 Vac Payoff Sick Term	3,852	18,090	14,238-	470	1,226	1,635	409-	133
701414 Vacation Denied-Payoff		12,554	12,554-		28,350	28,601	251-	101
701417 Comp Time								
701419 Comp Time - Transfer								
701500 Merit Awards								
* Salaries and Wages	14,728,364	2,097,803	12,630,562	14	13,119,542	2,151,380	10,968,161	16
705110 Group Insurance	1,526,134	246,743	1,279,390	16	1,477,850	225,829	1,252,021	15
705115 ER HSA Contribs	170,000	3,000	167,000	2	149,160	989	148,171	1
705190 OPEB Contribution	1,113,772	153,058	960,714	14	1,118,614	186,436	932,178	17
705199 Lab Cost Sav-Benef								
705210 Retirement	3,441,515	558,086	2,883,430	16	3,303,746	512,268	2,791,478	16
705215 Retirement Calculation	12,578		12,578					
705230 Medicare April 1986	163,320	30,390	132,930	19	157,625	29,070	128,555	18
705240 Insur Budgeted Incr	46,656		46,656		36,465		36,465	
705320 Workmens Comp	77,146	12,563	64,583	16	77,087	11,469	65,618	15

Period: 1 thru 2 2021 P&L Accounts Health Fund  
 Accounts: GO-P-L P&L Accounts Fund: 202  
 Business Area: \* Default Washoe County  
 Functional Area: 000 Standard Functional Area Hiera

Accounts	2021 Plan	2021 Actuals	Balance	Act%	2020 Plan	2020 Actual	Balance	Act%
705330 Unemploy Comp	11,501	984	10,517	9	9,982	837	9,145	8
705360 Benefit Adjustment	720,276		720,276		253,842		253,842	
* Employee Benefits	7,282,898	1,004,825	6,278,074	14	6,584,370	966,898	5,517,472	15
710100 Professional Services	1,142,641	27,241	1,115,400	2	713,822	3,546	710,276	0
710101 Lab Testing Services		125	125-			88	88-	
710103 Radiology								
710105 Medical Services	11,338	680	10,659	6	12,948	456	12,492	4
710108 MD Consultants	55,401	4,187	51,214	8	50,536	4,237	46,299	8
710110 Contracted/Temp Svcs	4,699,950	6,641	4,693,308	0	321,145	7,103	314,042	2
710155 Lobbying Services	600		600		600		600	
710200 Service Contract	141,782	3,744	138,038	3	80,047	5,053	74,994	6
710201 Laundry Services	1,822	166	1,656	9	1,850	308	1,542	17
710205 Repairs and Maintenance	10,307		10,307		13,450	794	12,655	6
710210 Software Maintenance	4,200	600	3,600	14	11,151	2,750	8,401	25
710212 Software Subscription	59,400	14,269	45,131	24				
710215 Operating Contracts	1,536,000	8,123	1,527,878	1	391,389	8,003	383,387	2
710300 Operating Supplies	705,896	122,184	583,713	17	1,300		1,300	
710302 Small Tools & Allow	1,735		1,735		1,535		1,535	
710308 Animal Supplies	1,600		1,600					
710312 Special Dept Expense	100,000		100,000		297,250	96,160	201,090	32
710319 Chemical Supplies	236,200		236,200					
710325 Signs and Markers	35,397	5,473	29,924	15	30,028	952	29,076	3
710334 Copy Machine Expense	8,863	528	8,335	6	9,965	572	9,393	6
710335 Copy Mach-Copies								
710347 Medical Supplies								
710350 Office Supplies	91,701	4,357	87,343	5	83,521	2,151	81,370	3
710355 Books and Subscriptions	10,965	1,159	9,806	11	6,940	813	6,127	12
710360 Postage	16,734	2,341	14,393	14	18,269	2,680	15,589	15
710361 Express and Courier	100		100		100		100	
710391 Fuel & Lube								
710400 Pmts to O Agencies	447,975	11,960	436,015	3	416,085	10,543	405,542	3
710412 Do Not Use								
710500 Other Expense	160,943	4,157	156,786	3	175,691	4,945	170,745	3
710502 Printing	32,200	4,871	27,329	15	42,450	2,019	40,431	5
710503 Licenses & Permits	9,230	1,045	8,185	11	8,480	1,630	6,850	19
710504 Registration	1,400	500	900	36		560	560-	
710505 Rental Equipment					200		200	
710506 Dept InsDeductible					150		150	
710507 Network and Data Lines	11,240	1,212	10,028	11	12,730	650	500-	433
710508 Telephone Land Lines	41,797	8,227	33,570	20	37,811	2,634	10,096	21
710509 Seminars and Meetings	67,365	109	67,256	0	80,259	6,196	31,615	16
710512 Auto Expense	13,597	463	13,134	3	13,303	3,454	76,805	4
710513 Property Losses						777	12,526	6



Period: 1 thru 2 2021  
 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	2021 Plan	2021 Actuals	Balance	Act%	2020 Plan	2020 Actual	Balance	Act%
781002 Build Imprv Capital					16,000		16,000	
781004 Equipment Capital					154,413		154,413	
781007 Vehicles Capital								
781009 Comp Sftw Capital					25,000		25,000	
* Capital Outlay					195,413		195,413	14
** Expenses					26,496,529	3,727,629	22,768,899	17
621001 Transfer From General	35,810,543	3,845,282	31,965,261	11	9,516,856-	1,586,143-	7,930,713-	17
* Transfers In	9,516,856-	1,586,143-	7,930,713-	17	9,516,856-	1,586,143-	7,930,713-	17
812230 To Reg Permits-230	69,489	67,758	1,731	98	73,123	54,360	18,763	74
* Transfers Out	69,489	67,758	1,731	98	73,123	54,360	18,763	74
** Other Financing Src/Use	9,447,367-	1,518,385-	7,928,982-	16	9,443,733-	1,531,782-	7,911,951-	16
*** Total	2,289,203	777,410	1,511,792	34	1,060,494	427,820	632,673	40



**REMSA**

**FRANCHISE COMPLIANCE  
REPORT**

**AUGUST 2020**



**REMSA Accounts Receivable Summary  
Fiscal 2020**

Month	#Patients	Total Billed	Average Bill	YTD Average	Average Collected 35%
July	4,253	\$5,839,002.20	\$1,372.91	\$1,372.84	\$ 453.04
August					
September					
October					
November					
December					
January					
February					
March					
April					
May					
June					
<b>Totals</b>	<b>4,253</b>	<b>\$5,839,002.20</b>	<b>\$1,372.91</b>		
Current Allowable Average Bill: \$1,382.47					

**Year to Date: August 2020**

COMPLIANCE			
Month	Priority 1 System - Wide Avg. Response Time	Priority 1 Zone A	Priority 1 Zones B,C,D
Jul-20	6 Minutes 08 Seconds	88%	84%
Aug-20	6 Minutes 38 Seconds	87%	90%
Sep-20			
Oct-20			
Nov-20			
Dec-20			
Jan-21			
Feb-21			
Mar-21			
Apr-21			
May-21			
Jun-21			



**Fiscal Year to Date**

Priority 1 System - Wide Avg. Response Time	Priority 1 Zone A	Priority 1 Zones B,C,D
6 Minutes 25 Seconds	88%	89%

**Year to Date: August 2020**

AVERAGE RESPONSE TIMES BY ENTITY				
Month/Year	Priority	Reno	Sparks	Washoe County
Jul-20	P-1	5:28	6:05	8:50
	P-2	6:04	6:53	9:10
Aug-20	P-1	5:57	6:44	9:16
	P-2	6:32	7:35	9:32
Sep-20	P-1			
	P-2			
Oct-20	P-1			
	P-2			
Nov-20	P-1			
	P-2			
Dec-20	P-1			
	P-2			
Jan-21	P-1			
	P-2			
Feb-21	P-1			
	P-2			
Mar-21	P-1			
	P-2			
Apr-21	P-1			
	P-2			
May-21	P-1			
	P-2			
Jun-21	P-1			
	P-2			

**Fiscal Year to Date: August 2020**

Priority	Reno	Sparks	Washoe County
P1	05:57	06:44	09:16
P2	06:17	07:14	09:20



**REMSA OCU INCIDENT DETAIL REPORT  
PERIOD: 08/01/2020 THRU 08/31/2020**

<b>CORRECTIONS REQUESTED</b>					
Zone	Clock Start	Clock Stop	Unit	Response Time Original	Response Time Correct
Zone A	8/1/20 8:16	8/1/20 8:24	1V51	0:08:30	0:07:53
Zone A	8/3/20 22:00	8/3/20 22:00	1C22	23:59:42	0:00:24
Zone A	8/4/20 19:49	8/4/20 19:58	1C08	0:09:11	0:09:11
Zone A	8/6/20 7:30	8/6/20 7:41	1V51	0:11:41	0:11:07
Zone A	8/6/20 10:52	8/6/20 10:59	1C45	0:18:03	0:18:03
Zone A	8/6/20 14:44	8/6/20 14:45	1C08	-0:00:06	0:00:12
Zone A	8/6/20 21:39	8/6/20 21:43	1C19	0:04:53	0:04:53
Zone A	8/7/20 16:50	8/7/20 16:57	1C43	0:17:47	0:06:42
Zone A	8/7/20 20:09	8/7/20 20:09	1C39	-0:00:29	0:00:48
Zone A	8/8/20 12:05	8/8/20 12:21	1V51	0:17:06	0:00:17
Zone A	8/8/20 18:14	8/8/20 18:14	1C36	-0:00:27	0:00:10
Zone A	8/13/20 17:02	8/13/20 17:07	1C43	0:05:32	0:05:32
Zone A	8/15/20 13:04	8/15/20 13:07	1N22	0:03:00	0:03:00
Zone A	8/17/20 6:00	8/17/20 6:00	1C26	-0:00:49	0:00:12
Zone A	8/18/20 5:52	8/18/20 6:01	1C44	0:09:51	0:08:40
Zone A	8/18/20 21:01	8/18/20 21:02	1C42	-0:00:20	0:00:46
Zone A	8/19/20 14:42	8/19/20 14:43	1C21	0:00:54	0:00:54
Zone B	8/19/20 21:42	8/19/20 21:52	1C42	0:18:16	0:09:42
Zone A	8/20/20 8:10	8/20/20 8:12	1C32	0:13:35	0:02:36
Zone A	8/21/20 20:51	8/21/20 20:58	1C04	0:07:48	0:07:48
Zone A	8/22/20 3:58	8/22/20 4:02	1C13	0:10:21	0:04:37
Zone A	8/22/20 22:47	8/22/20 22:47	1C19	-0:00:10	0:00:27
Zone A	8/23/20 0:40	8/23/20 0:41	1C04	-0:00:13	0:00:11
Zone A	8/24/20 8:58	8/24/20 9:02	1C03	0:09:18	0:04:06

<b>UPGRADE REQUESTED</b>				
Zone	Priority Original	Priority Upgrade	Response Time Original	Response Time Correct
NONE				





EXEMPTIONS REQUESTED				
Incident Date	Approval	Exemption Reason	Zone	Response Time
08/01/2020	Exemption Approved	Overload	Zone A	00:10:25
08/04/2020	Exemption Approved	Overload	Zone A	00:09:50
08/04/2020	Exemption Approved	Overload	Zone A	00:09:25
08/04/2020	Exemption Approved	Overload	Zone A	00:10:37
08/06/2020	Exemption Approved	Overload	Zone A	00:11:49
08/06/2020	Exemption Approved	Overload	Zone A	00:12:33
08/06/2020	Exemption Approved	Overload	Zone A	00:14:13
08/06/2020	Exemption Approved	Overload	Zone A	00:11:41
08/10/2020	Exemption Approved	Overload	Zone A	00:13:28
08/10/2020	Exemption Approved	Overload	Zone A	00:09:58
08/10/2020	Exemption Approved	Overload	Zone A	00:15:11
08/10/2020	Exemption Approved	Overload	Zone A	00:10:38
08/10/2020	Exemption Approved	Overload	Zone A	00:31:31
08/10/2020	Exemption Approved	Overload	Zone A	00:09:13
08/11/2020	Exemption Approved	Overload	Zone A	00:19:07
08/15/2020	Exemption Approved	Overload	Zone A	00:10:04
08/15/2020	Exemption Approved	Overload	Zone A	00:10:26
08/15/2020	Exemption Approved	Overload	Zone A	00:09:36
08/15/2020	Exemption Approved	Overload	Zone A	00:09:16
08/15/2020	Exemption Approved	Overload	Zone A	00:10:16
08/15/2020	Exemption Approved	Overload	Zone A	00:11:52
08/15/2020	Exemption Approved	Overload	Zone A	00:11:58
08/15/2020	Exemption Approved	Overload	Zone A	00:10:37
08/16/2020	Exemption Approved	Overload	Zone A	00:19:39
08/16/2020	Exemption Approved	Overload	Zone A	00:11:31
08/16/2020	Exemption Approved	Overload	Zone A	00:10:26
08/18/2020	Exemption Approved	Overload	Zone A	00:09:55
08/18/2020	Exemption Approved	Overload	Zone A	00:11:08
08/25/2020	Exemption Approved	Overload	Zone A	00:10:44
08/25/2020	Exemption Approved	Overload	Zone A	00:09:55
08/25/2020	Exemption Approved	Overload	Zone A	00:09:53
08/25/2020	Exemption Approved	Overload	Zone A	00:09:22
08/30/2020	Exemption Approved	Overload	Zone A	00:15:31
08/30/2020	Exemption Approved	Overload	Zone B	00:22:56
08/30/2020	Exemption Approved	Overload	Zone A	00:11:49
08/30/2020	Exemption Approved	Overload	Zone A	00:10:16
08/31/2020	Exemption Approved	Overload	Zone B	00:16:11
08/31/2020	Exemption Approved	Overload	Zone A	00:10:27
08/31/2020	Exemption Approved	Overload	Zone A	00:14:07
08/31/2020	Exemption Approved	Overload	Zone A	00:09:19
08/31/2020	Exemption Approved	Overload	Zone A	00:10:22
08/31/2020	Exemption Approved	Overload	Zone A	00:09:23



## **GROUND AMBULANCE OPERATIONS REPORT AUGUST 2020**

### **1. Overall Statics**

- a) Total number of system responses: 7132
- b) Total number of responses in which no transports resulted: 2885
- c) Total number of system transports (including transports to out of county):  
4247

### **2. Call Classification**

- a) Cardiopulmonary Arrests: 2.2%
- b) Medical: 46.7%
- c) Obstetrics (OB): 0.6%
- d) Psychiatric/Behavioral: 10.2%
- e) Transfers: 14.6%
- f) Trauma – MVA: 10%
- g) Trauma – Non MVA: 7.7%
- h) Unknown: 8%

### **3. Medical Director's Report**

- a) The Clinical Director or designee reviewed:
  - 100% of cardiopulmonary arrests
  - 100% of pediatric patients (transport and non-transport)
  - 100% of advanced airways (excluding cardio pulmonary arrests)
  - 100% of STEMI alerts 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: 2,069

Total number of above calls receiving QA Reviews: 211

Percentage of charts reviewed from the above transports: 10.1%



## AUGUST 2020 MONTHLY REMSA EDUCATION REPORT

DISCIPLINE	CLASSES	STUDENTS
ACLS	7	57
BLS (CPR)	27	118
Heartsaver (CPR)	12	46
ITLS/PHTLS	2	12
PALS	6	23

## COMMUNITY OUTREACH AUGUST 2020

Point of Impact		
08/18-22/2020	POI Program conducted a 36 hour Child Passenger Safety Technician class 8 student successfully passed.	2 staff instructors;5 volunteer instructors
08/22/20	POI Checkpoint at Children`s Cabinet in Reno. 23 cars and 30 seats inspected.	9 volunteers; 2 staff; 8 students
Cribs for Kids/Community		
08/06/20	Attended Zoom meeting for Immunize Nevada July Community Meeting.	
08/08/20	Proctor for NREMT National Psychomotor Exam	
08/12/20	Conducted Train-the-Trainer C4K class in Las Vegas for Baby's Bounty New Executive Director	
08/13/20	Attended Maternal Child Health Coalition via Zoom	
08/14/20	Taught a Safe Sleep class at the Life Change Center	5 participants
08/25/20	Conducted Train-the-Trainer C4K class in Carson City for new coordination for Ron Wood Family Resources Center	
08/26/20	Conducted Train-the-Trainer C4K in Winnemucca for DCFS	5 participants
08/27/20	Meet with Humboldt General Hospital with new coordinator taking over C4K program.	



REMSA

Reno, NV  
Client 7299



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## EMS System Report

August 1, 2020 to August 31, 2020

Your Score

**97.50**

Number of Your Patients in this Report

**150**

Number of Patients in this Report

**6,247**

Number of Transport Services in All EMS DB

**166**





## Executive Summary

This report contains data from **150 REMSA** patients who returned a questionnaire between **08/01/2020** and **08/31/2020**.

The overall mean score for the standard questions was **97.50**; this is a difference of **4.32** points from the overall EMS database score of **93.18**.

The current score of **97.50** is a change of **0.56** points from last period's score of **96.94**. This was the **4th** highest overall score for all companies in the database.

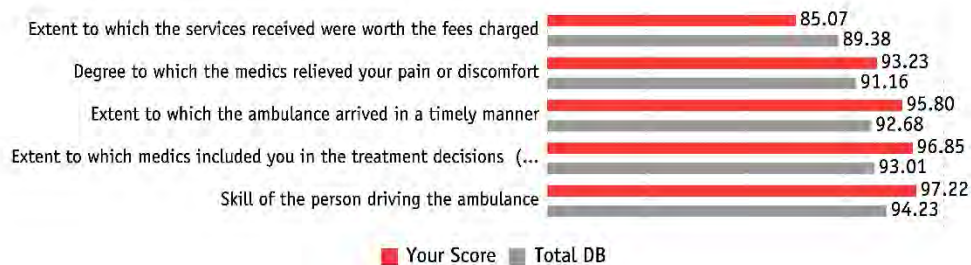
You are ranked **2nd** for comparably sized companies in the system.

**92.08%** of responses to standard questions had a rating of Very Good, the highest rating. **99.61%** of all responses were positive.

### 5 Highest Scores



### 5 Lowest Scores

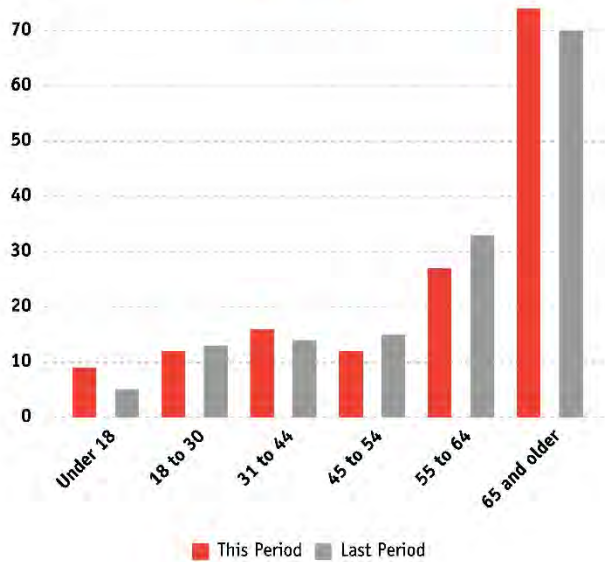




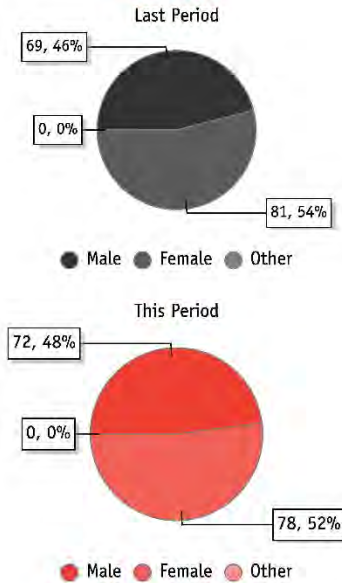
**Demographics** — This section provides demographic information about the patients who responded to the survey for the current and the previous periods. The information comes from the data you submitted. Compare this demographic data to your eligible population. Generally, the demographic profile will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

	Last Period				This Period			
	Total	Male	Female	Other	Total	Male	Female	Other
Under 18	5	3	2	0	9	4	5	0
18 to 30	13	3	10	0	12	5	7	0
31 to 44	14	5	9	0	16	8	8	0
45 to 54	15	5	10	0	12	6	6	0
55 to 64	33	19	14	0	27	17	10	0
65 and older	70	34	36	0	74	32	42	0
<b>Total</b>	<b>150</b>	<b>69</b>	<b>81</b>	<b>0</b>	<b>150</b>	<b>72</b>	<b>78</b>	<b>0</b>

**Age Ranges**



**Gender**







REMSA  
**August 1, 2020 to August 31, 2020**

**Monthly Breakdown**

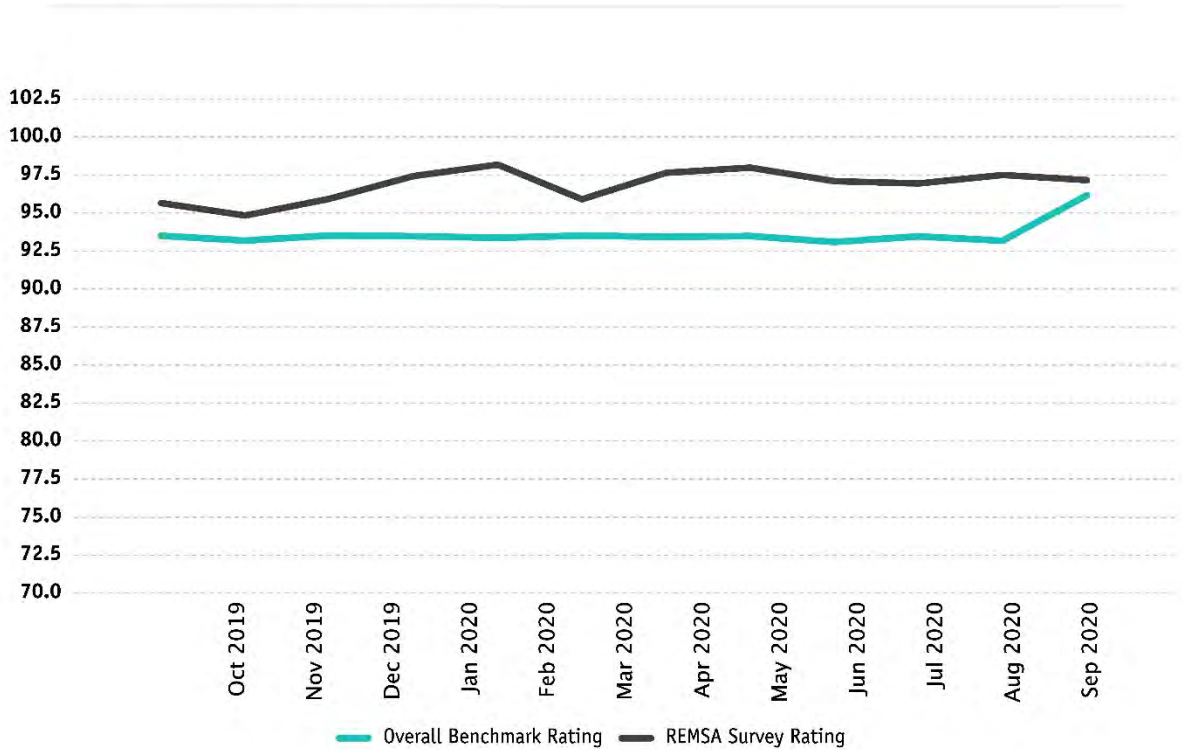
Below are the monthly responses that have been received for your service. It details the individual score for each question as well as the overall company score for that month.

	Sep 2019	Oct 2019	Nov 2019	Dec 2019	Jan 2020	Feb 2020	Mar 2020	Apr 2020	May 2020	Jun 2020	Jul 2020	Aug 2020
Helpfulness of the person you called for ambulance service	95.67	96.74	97.41	97.55	99.54	98.68	95.02	97.22	98.86	99.15	98.37	98.30
Extent to which you were told what to do until the ambulance arrived	95.50	95.65	97.41	97.00	99.54	98.68	95.85	97.22	98.86	99.15	98.91	98.30
Extent to which the ambulance arrived in a timely manner	93.01	97.14	93.20	95.48	96.63	96.33	96.80	96.35	96.66	96.43	95.26	95.80
Cleanliness of the ambulance	93.95	97.38	95.53	96.73	98.84	99.26	99.34	98.67	99.17	97.78	98.59	98.41
Skill of the person driving the ambulance	92.88	94.92	94.28	95.31	97.93	98.72	96.82	95.93	97.76	96.31	97.56	97.22
Care shown by the medics who arrived with the ambulance	93.18	96.32	95.28	96.51	97.33	98.68	96.67	98.67	98.17	97.17	97.32	98.32
Degree to which the medics took your problem seriously	93.18	95.64	96.15	96.67	97.00	98.36	96.98	99.00	98.33	97.99	97.32	98.32
Degree to which the medics listened to you and/or your family	92.30	95.45	95.45	96.32	96.72	97.68	94.43	98.28	97.73	96.98	96.50	97.60
Extent to which the medics kept you informed about your treatment	92.44	95.32	95.38	95.21	97.32	98.17	95.60	97.34	97.55	96.61	96.94	97.71
Extent to which medics included you in the treatment decisions (if	92.05	94.62	95.23	95.72	98.38	97.65	95.09	96.29	98.06	96.84	97.29	96.85
Degree to which the medics relieved your pain or discomfort	90.96	93.94	93.01	93.25	94.32	95.58	89.94	95.51	95.81	95.20	92.65	93.23
Medics' concern for your privacy	93.05	96.59	95.08	95.84	97.76	98.21	95.80	98.16	98.61	97.10	97.37	97.69
Extent to which medics cared for you as a person	94.23	96.27	95.14	96.73	97.50	98.84	96.43	98.31	98.67	97.15	97.28	98.65
Professionalism of the staff in our ambulance service billing office	90.00	91.07	80.00	87.50	100.00		100.00	95.83	91.67	95.83	91.67	100.00
Willingness of the staff in our billing office to address your needs	92.31	90.38	80.00	87.50	100.00		100.00	95.83	91.67	95.83	91.67	100.00
How well did our staff work together to care for you	93.59	96.34	94.97	96.73	98.12	99.32	97.07	98.67	98.78	97.24	97.77	98.48
Extent to which the services received were worth the fees charged	86.25	81.86	85.05	90.67	100.00	98.08	87.50	90.38	75.00	82.14	50.00	85.07
Overall rating of the care provided by our Emergency Medical Transportation	93.18	95.42	95.32	96.61	96.00	98.50	95.38	97.99	98.31	97.45	97.11	98.31
Likelihood of recommending this ambulance service to others	93.08	96.09	94.66	95.80	97.99	98.36	96.07	98.06	98.39	97.92	98.01	98.55
Your Master Score	92.99	95.65	94.83	95.93	97.43	98.18	95.90	97.64	97.98	97.09	96.94	97.50
Your Total Responses	150	150	150	150	150	152	151	150	150	150	150	150



REMSA  
 August 1, 2020 to August 31, 2020

Monthly tracking of Overall Survey Score







### REMSA GROUND AMBULANCE AUGUST 2020 CUSTOMER REPORT

	DATE OF SERVICE	DESCRIPTION/COMMENTS	WHAT WAS DONE WELL BY REMSA?	WHAT COULD WE DO TO BETTER SERVE YOU NEXT TIME?	ASSIGNED
1.	06/01/2020		"Patient stated the medics took her seriously and also gave her a breathing treatment before she arrived. She is very satisfied with her care."		
2.	06/01/2020		"The patient stated the medics did their job well and the driver did the best he could to avoid the potholes."	"Put softer tires on the ambulance or do something else to get rid of the bumps."	
3.	06/01/2020		"Patient noted the medics arrived, quickly cared for her and got her on the way to the hospital. She believes they did everything as they should have."		
4.	06/01/2020		"Patient stated everything was done well."		
5.	06/01/2020		"The infant patient's mother stated the medics did great work keeping her calm in addition to caring for her daughter."		
6.	06/01/2020		"Patient stated his was a simple and successful transport."		
7.	06/01/2020		"Patient stated the medics were very proficient, professional and took his situation seriously."		



	DATE OF SERVICE	DESCRIPTION/COMMENTS	WHAT WAS DONE WELL BY REMSA?	WHAT COULD WE DO TO BETTER SERVE YOU NEXT TIME?	ASSIGNED
8.	06/01/2020		"Patient said the medics were able to take the pain away."		
9.	06/01/2020		"Patient said they got him safely to the hospital."		
10.	06/01/2020		"Patient's medical POA stated the patient has dementia and can be very difficult and combative, he said the medics were champs in this situation with the care they provided."		
11.	06/01/2020		"Patient stated the ambulance crew worked well together."		
12.	06/01/2020		"Patient's mother stated the medics did a great job dealing with a teenager in severe pain, overall they were amazing."		
13.	06/01/2020		"Patient said the medics were quick and efficient."		
14.	06/02/2020		"Patient stated she is a retired nurse and she was very impressed with the service. They took her situation seriously and had given her oxygen and got an IV started before arrival at the hospital. She said they had her all ready to go and it was a smooth transition."		
15.	06/02/2020		"Patient said the	"Be a little bit more	G. Jones



	DATE OF SERVICE	DESCRIPTION/COMMENTS	WHAT WAS DONE WELL BY REMSA?	WHAT COULD WE DO TO BETTER SERVE YOU NEXT TIME?	ASSIGNED
			ambulance got him to the hospital in a timely manner."	gentle when starting the IV, don't push so hard."	
16.	06/02/2020		"Patient said the ambulance service got him to the hospital."	"Better communication with the ER doctors."	G. Jones
17.	06/02/2020		"Patient stated the medics were very kind to her."		
18.	06/02/2020		"Patient's mother said she and her husband feel the medics were very caring, empathetic and communicative with their knowledge."		
19.	06/02/2020			"The ride sucked". Patient stated the ride was terrible because of the bumping around. Better pain treatment while enroute to the hospital."	S. Selmi
20.	06/04/2020		"Patient stated everything was done well."		
21.	06/04/2020		"Patient stated everything was done well."		
22.	06/04/2020		"Patient stated the paramedics were very caring, compassionate and kind. She said they didn't judge her or make her feel stupid."		
23.	06/04/2020		"Patient stated the medical care was excellent, but he would expect that considering the fees he was charged."	"Lower the bill."	



	DATE OF SERVICE	DESCRIPTION/COMMENTS	WHAT WAS DONE WELL BY REMSA?	WHAT COULD WE DO TO BETTER SERVE YOU NEXT TIME?	ASSIGNED
24.	06/03/2020	"They were great, I was very happy with the service I received." "No I have not spoken to billing, I'm sure that all gets charged to my insurance."	"You have a good team working for you!"	"No, those paramedics were perfect and treated me very well."	
25.	06/03/2020	"They were very caring, and took excellent care of my husband."		"Nothing, they took good care of him and we were pleased with the level of care we received."	
26.	06/03/2020	"They were excellent, and I was well taken care of."		"Maybe some appetizers."	
27.	06/03/2020	"They were all very concerned and calming. I couldn't have had a better crew. They were simply fantastic! I can't say enough good about them!"		"You work your butts off and I was treated with great care."	
28.	06/03/2020		"Patient's mother stated the medics seemed to really care about her infant daughter."		
29.	06/03/2020		"The care was excellent other than no pain/anxiety relief."	"Patient stated he wasn't given any medication to soothe his alcoholic withdrawals."	
30.	06/03/2020		"Patient's mother stated the medics helped calm her down and validated the reason she had called for them in the first place."		
31.	06/03/2020		"Patient stated everything was done well."		
32.	06/04/2020		"Patient stated the medics really seemed to be on top of their game and did		



	DATE OF SERVICE	DESCRIPTION/COMMENTS	WHAT WAS DONE WELL BY REMSA?	WHAT COULD WE DO TO BETTER SERVE YOU NEXT TIME?	ASSIGNED
			a great job all around."		
33.	06/04/2020		"Patient said the ambulance arrived in a timely manner and he was transported quickly."	"Lower the bill, patient stated he was only taken a block."	
34.	06/05/2020		"Patient noted the ambulance arrived quickly and got him to the hospital quickly. He doesn't think the medics could have done any better."		
35.	06/05/2020		"Patient stated the medics arrived very quickly. She is thankful, their speedy arrival was imminent to her survival."		
36.	06/05/2020		"Patient stated this was a simple transfer between medical facilities and his basic needs were all met."		
37.	06/06/2020		"Patient stated the service was excellent. The medics were the ones to encourage him to go to the hospital and because of this, an undiagnosed condition was discovered. The patient is thankful for their knowledge."		
38.	06/06/2020		"Great bedside manner and the medics talked in terms he could		



	DATE OF SERVICE	DESCRIPTION/COMMENTS	WHAT WAS DONE WELL BY REMSA?	WHAT COULD WE DO TO BETTER SERVE YOU NEXT TIME?	ASSIGNED
			understand and not medical terms that were over his head."		
39.	06/06/2020		"The driver did an excellent job avoiding potholes on the dirt road leaving the patient's home. She also noted the medics really seemed like they cared about her welfare."		
40.	06/06/2020		"Infant's mother stated this was a transport to the helicopter. The medics were very friendly to her and comforted her given the situation."		
41.	06/06/2020		"Patient stated the medics were helpful and kind, they went above and beyond."		
42.	06/05/2020		"Patient stated the care was perfect and he doesn't believe anything could have been done better."		
43.	06/05/2020		"Patient said the care was excellent from a medical standpoint. The medics kept him focused on them and following their instructions and his mind off from his injuries."	"Don't hit a speed bump going that fast."	
44.	06/06/2020		"Patient stated he lost memory on the way to the hospital. He said the medics were incredible and		



	DATE OF SERVICE	DESCRIPTION/COMMENTS	WHAT WAS DONE WELL BY REMSA?	WHAT COULD WE DO TO BETTER SERVE YOU NEXT TIME?	ASSIGNED
			even stopped in to check on him while he was still in the ER. Their care and professionalism is superb."		
45.	06/08/2020		"Patient noted this was a transfer. She said the medics were kind and made the experience pleasant."		
46.	06/07/2020		"Patient stated the medics made him feel comfortable."		
47.	06/07/2020		"Patient stated his pulse was gone when the ambulance arrived and the medics revived him. He is very, very thankful and grateful and wishes for the medics to be given kudos for their service and recognized for their efforts on behalf of his life."		
48.	06/07/2020		"Patient stated everything was done well."		
49.	06/12/2020		"Patient stated the medics were very professional."		
50.	06/09/2020		"The medics were able to calm her down and also get her blood pressure	"Patient stated the medics looked up her past medical history and were asking her	G. Jones





	DATE OF SERVICE	DESCRIPTION/COMMENTS	WHAT WAS DONE WELL BY REMSA?	WHAT COULD WE DO TO BETTER SERVE YOU NEXT TIME?	ASSIGNED
			down."	questions about that versus staying in the present. She did not feel comfortable with them looking at previous medical records."	
51.	06/09/2020		"Patient stated the medics were kind and compassionate."		
52.	06/09/2020		"Patient stated everything was done well and the medics made it as a good experience."		
53.	06/14/2020		"Patient stated the medics did what they needed to do to take care of him."		
54.	06/11/2020		"Good teamwork together during the medical event."		
55.	06/14/2020		"Patient stated the medics seemed very knowledgeable and performed their job well."		
56.	06/11/2020		"Patient stated that to his eyes the paramedics did a perfect job."		
57.	06/11/2020		"Patient stated the medics were very professional and were ""on it"" as far as his care was concerned."		



	DATE OF SERVICE	DESCRIPTION/COMMENTS	WHAT WAS DONE WELL BY REMSA?	WHAT COULD WE DO TO BETTER SERVE YOU NEXT TIME?	ASSIGNED
58.	06/11/2020		"Patient stated the care from REMSA is always excellent and she is pleased."		
59.	06/11/2020	"They were amazing."			
60.	06/16/2020		"Patient stated the medics were kind, professional and a joy to be around. She also noted the ambulance was clean and in order."		
61.	06/16/2020		"Patient feels the ambulance service does a great overall job."		
62.	06/16/2020		"Patient stated the medics had good teamwork together as they got him up off from the floor and loaded up into the ambulance."		
63.	06/16/2020		"Good teamwork together."	"Patient stated her service dog was not going to be allowed to ride along despite having been allowed in the past. She feels the medics should be better trained regarding knowledge of service animals."	G. Jones
64.	06/16/2020		"The pain was finally pretty much relieved and the ambulance service safely got him to the hospital."	"Take the pain more seriously in the beginning of the assessment."	S. Selmi



	DATE OF SERVICE	DESCRIPTION/COMMENTS	WHAT WAS DONE WELL BY REMSA?	WHAT COULD WE DO TO BETTER SERVE YOU NEXT TIME?	ASSIGNED
65.	06/13/2020		"Patient noted the medics were polite, personable and empathetic to his situation."		
66.	06/13/2020		"Patient stated everything was done well from beginning to end of his experience with the ambulance crew."		
67.	06/13/2020		"The medic in the back did a great job of holding a conversation and distracting the patient from her situation."	"Please ask about in-network providers. Patient was taken to a hospital that was an out-of-network provider and has had to deal with a lot of extra paperwork accordingly."	G. Jones
68.	06/13/2020		"Everything was done well and the medics treated her with professionalism."		
69.	06/13/2020		"Patient stated the medics were on-point with her care."		
70.	06/18/2020		"Patient said everything is always done well and with care."	"Be a little bit more detail oriented in you listening to signs and symptoms."	G. Jones
71.	06/18/2020		"Patient stated the medics were able to make the whole experience enjoyable."		



	DATE OF SERVICE	DESCRIPTION/COMMENTS	WHAT WAS DONE WELL BY REMSA?	WHAT COULD WE DO TO BETTER SERVE YOU NEXT TIME?	ASSIGNED
72.	06/15/2020		"The medics are very patient with her being an elderly woman. She is thankful for the care and compassion."	"Patient said she feels the medics can sometimes get a little impatient with the Life Alert dispatcher."	
73.	06/15/2020		"Patient stated the service was absolutely excellent."		
74.	06/15/2020		"Patient stated from what she could tell everything was done well."		
75.	06/15/2020		"Patient stated it was a short ride from the clinic to the hospital, but it was also a smooth ride with good teamwork from the paramedics."		
76.	06/15/2020		"They were very professional."		
77.	06/15/2020		"Patient stated the two medics did a great job overall."		
78.	06/17/2020		"Patient stated the medics went above and beyond while caring for him. They were also able to get an IV started despite his severe dehydration. He is very pleased with the entire aspect of his medical care."		



	DATE OF SERVICE	DESCRIPTION/COMMENTS	WHAT WAS DONE WELL BY REMSA?	WHAT COULD WE DO TO BETTER SERVE YOU NEXT TIME?	ASSIGNED
79.	06/18/2020		"Patient stated the medics were efficient. He is also thankful they convinced him that he should go to the hospital."	"Please remember to turn off all of the lights."	
80.	06/18/2020		"Medical POA completed the survey. She stated the medics were prompt and took both her and the patient seriously. She noted that the medics were also very careful while loading the patient and kept her calm."		
81.	06/18/2020		"Patient stated the medics were able to quickly assess her, get her up from the floor and on her way to the hospital. She noted the medics had good teamwork."		
82.	06/17/2020		"Patient stated the medics took COVID precautions and gave her a mask. They also kept her calm and comfortable as possible after her accident."		
83.	06/20/2020	"Mother completed survey for her young daughter."	"She believes the medics worked to their ability."	"Patient's mother felt her children should have been given medication to calm them down after the car accident. She also felt that more attention should have been given to the children despite her	S. Selmi



	DATE OF SERVICE	DESCRIPTION/COMMENTS	WHAT WAS DONE WELL BY REMSA?	WHAT COULD WE DO TO BETTER SERVE YOU NEXT TIME?	ASSIGNED
				(mother) being the more injured party. The ride was very bumpy after being in a car accident."	
84.	06/20/2020		"Patient stated the medics were friendly and knowledgeable."	"Less charges for only taking vital signs. Patient stated her husband was the injured party in the car accident. She only had her vitals taken and more or less rode in the ambulance as a way to get to the hospital with her husband, yet was charged the same amount. She has yet to call the billing department."	
85.	06/18/2020			"Patient stated the medics need more training in starting IVs. Also, he feels they should use lidocaine when starting the IV."	G. Jones
86.	06/22/2020		"Patient stated the medics were very kind and in a good mood, which was very nice considering it was 3 am. She said their attitudes made a big difference in the situation."		
87.	06/22/2020			"Take the situation more seriously and offer pain relief. Patient also felt he should not have had to walk out of his home and down the	G. Jones



	DATE OF SERVICE	DESCRIPTION/COMMENTS	WHAT WAS DONE WELL BY REMSA?	WHAT COULD WE DO TO BETTER SERVE YOU NEXT TIME?	ASSIGNED
				stairs, he should have been carried out."	
88.	06/22/2020		"Father of the minor completed the survey. He stated the medics were professional from start to finish."		
89.	06/22/2020		"Medical POA completed the survey, they said everything was done well."		
90.	06/19/2020		"Patient stated everything was done well."		
91.	06/23/2020		"Patient stated everything was done well and the family members that were present during the event were very impressed as well."		
92.	06/24/2020		"Everything was good"	"Nothing"	
93.	06/21/2020		"They were extremely compassionate"	"Nothing"	
94.	06/21/2020		"Very helpful, very good"	"Nothing"	





	DATE OF SERVICE	DESCRIPTION/COMMENTS	WHAT WAS DONE WELL BY REMSA?	WHAT COULD WE DO TO BETTER SERVE YOU NEXT TIME?	ASSIGNED
95.	06/21/2020		"Took great care of her"	"Nothing she could think of"	
96.	06/21/2020		"They were great, absolutely no suggestions on how they could be better; very prompt and helpful"		
97.	06/21/2020		"They did everything right"	"Nothing"	
98.	06/23/2020		"Everyone was nice"	"Nothing, everything was fine"	
99.	06/26/2020		"They were great, had no issues at all"		
100.	06/26/2020		"They were wonderful, really made her feel safe"		
101.	06/27/2020	"Very knowledgeable, and kept me very well informed, as well as caring."		"They were very well trained paramedics, could not be any better."	
102.	06/27/2020	"I was so grateful they got here so fast. I can't thank them enough. I would rate them a 6 on everything."		"They were downright amazing with him and could not have been any better."	



	DATE OF SERVICE	DESCRIPTION/COMMENTS	WHAT WAS DONE WELL BY REMSA?	WHAT COULD WE DO TO BETTER SERVE YOU NEXT TIME?	ASSIGNED
103.	06/28/2020			"No, they were here in a timely manner, and they were very skilled."	
104.	06/28/2020	"They were all around good, and were very caring to me."		"Nothing, I can think of."	
105.	06/28/2020	"From everything I was told, they got here very quickly. Very thankful for such caring paramedics."		"No, everyone was efficient, and worked very hard to help me."	
106.	06/28/2020	"The dispatcher was very informative. They were the best, they treated my husband with care, and lots of concern."		"No, nothing at all, they were truly wonderful."	
107.	06/28/2020	"Everything was done very efficiently. They treated her with so much care and compassion."		"Not at all, they did a very good job taking care of her."	
108.	06/28/2020	"They were very kind and I was very satisfied with everything."		"No, they went above and beyond. Please, thank those very nice medics for me."	
109.	06/28/2020	"They were very kind, considerate to my needs, and very professional."		"No, they followed all protocol and were extremely kind to me and my husband."	
110.	06/28/2020	"I was very impressed that they stayed with me the whole time. You have some very great employees."		"No, they were very caring and overly skilled could not ask for any better."	
111.	06/28/2020	"Gave very helpful instructions, and kept me at ease."		"Nothing, the only thing that would have been better is if they could have popped my knee back into	



	DATE OF SERVICE	DESCRIPTION/COMMENTS	WHAT WAS DONE WELL BY REMSA?	WHAT COULD WE DO TO BETTER SERVE YOU NEXT TIME?	ASSIGNED
				place right there. But all around they were great, and I am very thankful for them!"	
112.	06/28/2020			"They were good, and treated me very well really could not be any better."	
113.	06/28/2020	"They were tremendous, and very knowledgeable."		"You could not be any better! REMSA is all around great!!"	

#### FOLLOW UP

#15 - I spoke with the patient's wife who was not sure why the patient would mention an IV start since REMSA did not place an IV, due to the patient asking us not to. (This is noted in the pt's. PCR) She thinks the comment may have been directed to hospital staff, and mentioned that REMSA had done an excellent job caring for her husband. 9/6/20 GJ

#16 - I spoke to the pt. He was confused about the event and did not have recollection of making the comments noted in this complaint. His wife got on the phone and clarified that his comments meant he had wished the doctors at the hospital would have had better communication with him. The wife was on scene for this call, she stated the REMSA crew did "a fine job" of caring for her husband. 9/6/20 GJ

#19 - 9/9/20 1240, I spoke to the pt., very nice guy and he was not at all mad at REMSA. Told me he has a lot of back pain and just all the bumps on any road hurt him. He then went on to talk about how bad the roads are because of the politicians in Reno. I thanked him for his time talking to me today. No further, SS

#50 - This pt. said our crew member looked up a past medical record from five years ago when she was in the back of the ambulance and mentioned the condition (which she previously had), and asked her about it. I told her our crews were unable to look up patient histories and that I was unsure how he might have obtained it. I spoke with the paramedic, he did not remember the specific call but confirmed he had no ability to look up patient histories, and wouldn't even if he could. I called the patient back and asked if possibly hospital personnel had brought the subject up. She states she specifically remembers the event and that it occurred as described. I apologized for the alleged intrusion into her privacy and she thanked me for the call. 9/8/20 GJ

#63 - This patient is transported frequently by REMSA and states on past occasions she has not been allowed to take her service dog with her to the hospital. The last incident was on August 11 of this year. On the call that is attached to this complaint, I spoke to the medic who states he remembered the call but was unaware of any dogs present at the residence. Since I am unaware of a specific policy that addresses this issue, I asked the patient to ask the crew to contact a supervisor in the future should there be an issue. After disconnecting the call, I spoke with the Charge RN at Renown to ask what their policy is on service dogs. She was not certain, but stated she thought the patient needed to show documentation indicating that the dog is a true service dog. I called the patient back and asked if she had such documentation, she indicated she did. I asked her to please have it available upon our arrival,



	DATE OF SERVICE	DESCRIPTION/COMMENTS	WHAT WAS DONE WELL BY REMSA?	WHAT COULD WE DO TO BETTER SERVE YOU NEXT TIME?	ASSIGNED
		and to take it to the hospital with her. 9/7/20 GJ			
		#64 - 9/9/20 1215, left message for pt. I will close the ticket at this time, will reopen if pt. calls back. SS			
		#67 - Pt. stated that due to her level of pain, she was not thinking clearly enough to specify the correct hospital she wished to be transported to. She said her employer recently changed her insurance provider and she assumed RPMC would be the new provider so she told the crew to transport her there. She found out later she should have gone to SMRMC. She thought it would be helpful if the crew could check her hospital destination based on insurance. I apologized and said that due to time constraints and lack of resources we are unable to do that. She said she understood completely and told me to thank the crew for their help. 9/8/20 GJ			
		#70 - This pt. seems to be concerned about our alleged inability to start IVs. I asked her if she could elaborate on her complaint about the crews not being detail oriented, as it seems to be the subject of the current concern, but she was unable to pinpoint the exact call that this occurred on. She stated that she has "no" veins, but she always gives our crew one opportunity to try to start an IV. She spoke of an event in the past when our crew missed an IV and it caused her to develop an infection in her arm. I apologized for the missed IV and the subsequent problems that occurred, and explained that our crews occasionally miss IVs, but that most are quite skilled in the procedure. She stated "they're all dummies". On this call, it is noted in the narrative the pt. refused an IV. This patient has requested REMSA's services 80+ times over the years. I asked her to call me directly should she have future concerns. 9/6/20 GJ			
		#83 - 9/9/20 1450, pt. called back and was very nice, but concerned with how the medic's treated her and her kids. She told me about her car accident, how upset she was with her kids in the car. She felt the crew did not want her or her kids to go to the hospital, they told her if her kids go to sleep and don't wake up then go to the hospital, which made her more upset. Pt. wanted all of them to be transported, crew kept telling her to calm down so her kids were not so scared. They were transported to RPMC, but she did not receive any pain meds for her shoulder pain and it took a long time for the hospital to give her any. She just wanted the crew to be educated on how they treat people. I apologized to her several times and thanked her for calling back. I told her I would talk to the crew and we were writing up a report on this, she thanked me for talking with her. I will have the crew complete an occurrence report ASAP. SS			
		#85 - Spoke with pt. who states he has poor vasculature and wishes the medic would have used Lidocaine prior to the IV start, which was painful for him. He states he asked the medic to use Lidocaine and the medic responded "we don't do that". I explained to the pt. that using Lidocaine for that purpose was not in our protocols. The pt. stated all the hospitals use it when he asks them and felt we should too. I told him use of Lidocaine for that purpose is not in our protocol, but that I would mention his concern with one of our Senior FTOs, which I did. 9/6/20 GJ			
		#87 - This gentleman stated he had severe abdominal pain and was walked down the stairs when he should have been carried. It appears FD was on scene before our unit, our unit found the pt. on the ground floor of his residence. The pt. complained he was made to walk to the gurney in the driveway, states in the past our crews have brought the gurney into the house. Pt. states his pain level should have been apparent to our crew, but he did not receive pain meds. I apologized to the pt. for the crew not treating him to his satisfaction. The crew did not remember the call, but the AEMT that charted it states she would not have requested her paramedic partner to administer pain meds since the pt. also c/o constipation. The paramedic partner had no recollection of the call. I informed the AEMT, and the paramedic, that constipation is not a contraindication for the use of pain medicine, and to take that into consideration should a similar call occur in the future. 9/6/20 GJ			

## AUGUST 2020

# REMSA AND CARE FLIGHT PUBLIC RELATIONS REPORT



Since 1986, REMSA has provided nationally recognized ground ambulance service within Washoe County, Nevada. As the largest employer of EMS personnel in Northern Nevada, REMSA provides residents and visitors with 9-1-1 response and transport, interfacility transport, disaster preparedness, special events coverage, search and rescue, tactical medical support, and public education. REMSA provides ground ambulance services under a performance-based franchise agreement with the Washoe County Health District and is the sole provider of emergency and inter-facility ground ambulance transport services within Washoe County (excluding Incline Village and Gerlach). REMSA is a private nonprofit community-based service which is solely funded by user fees with no local community tax subsidy.

REMSA maintains its operational and clinical standards as one of the most recognized high-performance EMS systems in the country. REMSA responds to approximately 70,000 requests for service per year.

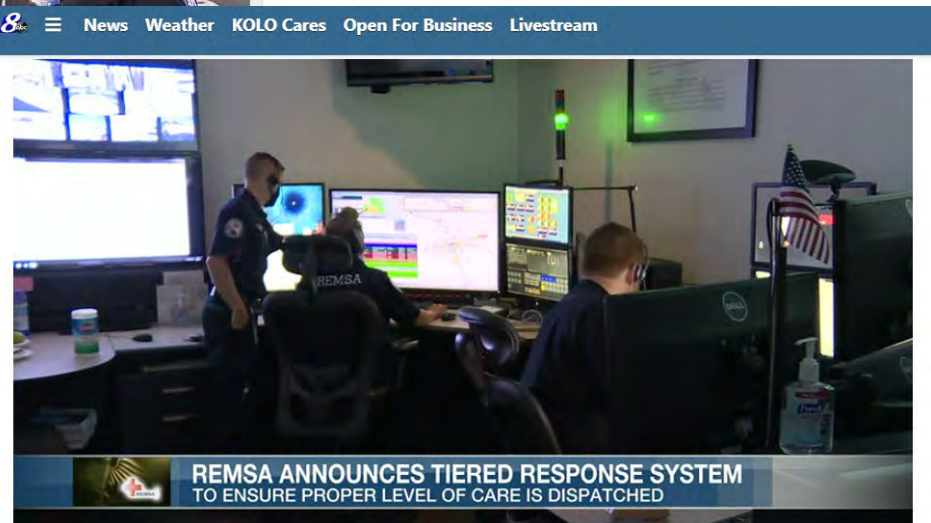




## PUBLIC & COMMUNITY RELATIONS

### **REMSA BEGINS TIERED EMS RESPONSE SYSTEM**

In August 2020, REMSA began offering alternative methods of pre-hospital care to ensure that the highest level of emergency care services are readily available for life-threatening emergencies. This update was covered by all three local network affiliates.





## PUBLIC & COMMUNITY RELATIONS

### **ALEXIA JOBSON ELECTED AS WIN'S 2020 – 2021 PRESIDENT**

REMSA's public affairs manager, Alexia Jobson, was recently elected as president of Western Industrial Nevada.

### **NEWS BREAK**

Home

Local

Classifieds

### **People: Alexia Jobson elected as president of WIN Nevada for 2020-21**

**Reno, NV** | nnbw.com | 08-13







# PUBLIC & COMMUNITY RELATIONS



American Heart Association  
**Mission: Lifeline<sup>®</sup>**  
EMS

**REMSA ACHIEVES MISSION:  
LIFELINE EMS GOLD PLUS**  
For the fifth year in a row, REMSA earned the 2020 Mission: Lifeline EMS Gold Plus recognition.

Congratulations **Regional Emergency Medical Services Authority (REMSA)** on achieving **2020 Mission: Lifeline EMS Gold Plus** recognition! The American Heart Association recognizes that prehospital personnel are the first providers of care to patients suffering from a STEMI heart attack and are an integral part of the STEMI system of care impacting the overall care and outcome of the patient. This achievement illustrates a commitment to providing guidelines-based care while meeting high standards of performance.



## 2020 Mission: Lifeline<sup>®</sup> EMS Recognition

The American Heart Association proudly recognizes

**Regional Emergency Medical Services Authority (REMSA)**  
**Reno, NV**

**Mission: Lifeline<sup>®</sup>-EMS – GOLD PLUS**  
Achievement Award – EMS Agency

The American Heart Association/American Stroke Association recognizes this EMS provider organization for demonstrating continued success in using the **Mission Lifeline<sup>®</sup>** program. Thank you for applying the most up-to-date evidence-based treatment guidelines to improve patient care and outcomes in the community you serve.\*\*



**Nancy Brown**  
Chief Executive Officer  
American Heart Association

**John Warner, MD**  
Chairman, Quality Oversight Committee

**Robert A. Harrington, MD**  
President American Heart Association

\*For more information, please visit [Heart.org/MissionLifeline](http://Heart.org/MissionLifeline)



**REMSA 2019-20 Penalty Fund Reconciliation as of  
July 31, 2020**

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**2020-21 Penalty Fund Dollars Accrued by Month**

<b>Month</b>	<b>Amount</b>
July 2020	10,259.20
August 2020	
September 2020	
October 2020	
November 2020	
December 2020	
January 2021	
February 2021	
March 2021	
April 2021	
May 2021	
June 2021	
<b>Total Penalty Fund Dollars Accrued</b>	<b>\$10,259.20</b>

**2020-21 Penalty Fund Dollars Encumbered by Month**

<b>Program</b>	<b>Amount</b>	<b>Description</b>	<b>Submitted</b>

**Total Encumbered as of 07/31/2020**                     \$0.00

**Penalty Fund Balance at 07/31/2020**                     \$10,259.20

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**REMSA INQUIRIES  
AUGUST 2020**

No inquiries for August 2020

DD\_CA \_\_\_\_\_  
DHO \_\_\_\_\_ 

**Staff Report**  
**Board Meeting Date: September 24, 2020**

**DATE:** September 11, 2020  
**TO:** District Board of Health  
**FROM:** Charlene Albee, EHS Division Director  
775-328-2644, [calbee@washoecounty.us](mailto:calbee@washoecounty.us)  
**SUBJECT:** Review, approve and adopt a proposed revision to the Health District Refund Policy to streamline the processing of refunds by establishing a non-refundable administrative fee equal to 10% of the Health District fee, in addition to the 4% Regional Tech Fee when applicable, with a refund eligibility period of 90-days from the date of fee submittal and a condition that a refund is not available if staff have completed the work associated with a fee submitted for services.

**SUMMARY**

Staff is proposing to streamline the review process for refund requests by proposing a revision to the Health District Refund Policy to establish a non-refundable administrative fee equal to 10% of Health District fee, in addition to the 4% Regional Tech Fee when applicable, with a refund eligibility period of 90-days from the date of fee submittal and a condition that a refund is not available if staff have completed the work associated with a fee submitted for services.

**District Health Strategic Priority supported by this item:**

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

**PREVIOUS ACTION**

December 17, 2019. District Board of Health approved revisions to the refund policy included in the Employee Policy Manual.

**BACKGROUND**

The Washoe County Health District Employee Policy Manual includes a Refund Policy to establish criteria for the refund of fees submitted for permits/projects/services which a customer may determine are no longer necessary. Currently, the process requires the customer to submit a refund request in writing on the form provided. There are no changes proposed for this requirement. The intent of the proposed revisions is to streamline the process after a refund request has been submitted by a customer.



Currently, upon receipt of the written request, the division administrative staff reviews the form for completeness including providing the responsible party contact information, permit/record numbers, date and amount of fees paid, method of payment and reason for the refund request. Staff then gathers information to document the status of the application in the workflow process before forwarding to the technical staff for review. Technical staff must submit a written justification to the program supervisor regarding work that has been completed and an explanation of the situation that resulted in the submittal of the refund request. The program supervisor reviews the refund request packet before rendering a decision to approve or deny. Approved requests must then continue the review process through the Division Director, Fiscal Compliance Officer before ultimately being approved/denied by the Administrative Health Services Officer.

A review of the refund request process found WCHD staff are spending more time determining the eligibility of a refund and what the amount of the refund should be than is being recovered. In an effort to identify possible options to streamline the process, staff explored the refund policies of other agencies. The Nevada Division of Environmental Protection (NDEP) had provided the precedence for the adoption of the 25% late fee so they were once again looked to for guidance. Currently, NDEP has a policy to retain 10% of application fees as non-refundable which is identified to cover the costs associated with the completeness review process for applications. This presents an opportunity to recover the initial administrative costs and provides incentive to applications to submit applications for only those events/projects they have confidence will occur.

Staff is proposing to revise the current Health District Refund Policy to include a 10% non-refundable flat rate for all fees charged for service. Additionally, the 4% Regional Tech Fee should also be non-refundable due to the use of the Accela for permits that are processed utilizing that platform. The approval of the proposed flat rate refund will save significant staff time and provide customers with a known value eligible for a refund.

The existing Refund Policy requirement that address refunds not being eligible for work already completed by staff is not proposed to be changed.

### **FISCAL IMPACT**

The fiscal impact from the approval of the flat rate refund policy should be negligible due to the offsetting staff time currently being invested in the processing of refunds. More often than not, staff time invested in the processing of a refund exceeds the value of the full permit fee.

### **RECOMMENDATION**

Staff recommends the District Board of Health adopt the proposed revision to the Health District Refund Policy to streamline the processing of refunds by establishing a non-refundable administrative fee equal to 10% of the Health District fee, in addition to the 4% Regional Tach Fee when applicable, with a refund eligibility period of 90-days from the date of fee submittal and a condition that a refund is not available if staff have completed the work associated with a fee submitted for services.

Subject: Proposed Revisions to the Refund Policy  
Date: September 24, 2020  
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**POSSIBLE MOTION**

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

“Move to adopt the proposed revision to the Health District Refund Policy to streamline the processing of refunds by establishing a non-refundable administrative fee equal to 10% of the Health District fee, in addition to the 4% Regional Tach Fee when applicable, with a refund eligibility period of 90-days from the date of fee submittal and a condition that a refund is not available if staff have completed the work associated with a fee submitted for services.”

**Staff Report**  
**Board Meeting Date: September 24, 2020**

**TO:** District Board of Health

**FROM:** Laurie Griffey, Admin Assist I/HR Rep  
775-328-2403, [lgriffey@washoecounty.us](mailto:lgriffey@washoecounty.us)

**THROUGH:** John Novak, DBOH Chair

**SUBJECT:** Discussion of Process and Presentation of Evaluation Forms for the District Health Officer's Annual Review and Possible Direction to Staff to conduct the evaluation.

**SUMMARY**

The Washoe County District Board of Health conducts an annual performance evaluation of the Washoe County District Health Officer (Mr. Kevin Dick) prior to, or as near as possible to, the anniversary / evaluation date of October 24<sup>th</sup>, as approved by the District Board of Health meeting on April 24, 2014. The District Board of Health reviews the performance evaluation questions and if in agreement, approves the use of the questions for the District Health Officer's annual evaluation. The Board also reviews the list of proposed evaluation participants. If the questions and list of participants are acceptable the Board grants approval for the Health District Human Resource Representative to conduct the 360 evaluation electronically utilizing the (Survey Monkey) on-line survey program. Evaluation results are provided to the Board and a public hearing is held during the next Board of Health meeting (October 22, 2020) to conduct the District Health Officer's performance evaluation.

**District Health Strategic Priority supported by this item:**

**6. Organizational Capacity:** Strengthen our workforce and increase operational capacity to support a growing population.

**Washoe County Strategic Objective supported by this item:** Valued, engaged employee workforce.

**PREVIOUS ACTION**

On October 24, 2019, the Washoe County District Board of Health conducted the District Health Officer's (Mr. Dick) annual performance evaluation in open meeting; reviewing the results of the on-line 360 survey conducted in September/October 2019. The Board accepted the performance evaluation as presented.

On September 26, 2019, the District Board of Health approved the use of the electronic 360 evaluation process for the District Health Officer's 2019 Performance Evaluation, as well as the questions to be used and the list of individuals to be invited to participate in the District Health Officer's annual performance evaluation. The evaluation results will be provided to the board and

**ADMINISTRATIVE HEALTH SERVICES**

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Subject: District Health Officer Annual Evaluation  
Date: Sept 24, 2020  
Page 2 of 3

a public hearing will be held during the next Board of Health meeting to conduct the District Health Officer's evaluation.

On October 25, 2018, the Washoe County District Board of Health conducted the District Health Officer's (Mr. Dick) annual performance evaluation in open meeting; reviewing the results of the on-line 360 survey conducted in September/October 2018. The Board accepted the performance evaluation as presented.

On September 27, 2018, the District Board of Health approved the use of the electronic 360 evaluation process for the District Health Officer's 2018 Performance Evaluation, as well as the questions to be used and the list of individuals to be invited to participate in the District Health Officer's annual performance evaluation. The evaluation results will be provided to the board and a public hearing will be held during the next Board of Health meeting to conduct the District Health Officer's evaluation.

## **BACKGROUND**

The Washoe County District Board of Health conducts an annual performance evaluation of the District Health Officer (Mr. Kevin Dick).

The board reviews the proposed evaluation questions. The questions presented for the 2020 evaluation are the same evaluation questions used last year to evaluate both the District Health Officer and the Washoe County Manager and have been reviewed by the District Board of Health Chair for 2020. If the board chooses to add, adjust or remove any of the recommended questions, the board can provide the acceptable wording for the additional question and approve the evaluation to proceed with the proposed changes. If significant changes are requested, the agenda item can be continued to the October meeting to allow time for the new evaluation to be created. If the evaluation process is continued to the October meeting, the District Health Officer's evaluation would be moved to the November or December 2020 Board of Health meeting.

The board also reviews the list of proposed evaluation participants and determines if the list of participants is acceptable; the board can choose to add or remove names from the list.

Once the board approves the performance evaluation questions and participant list, they grant approval for the Health District Human Resource Representative to conduct the 360 evaluation electronically utilizing the (Survey Monkey) on-line survey program. The electronic (Survey Monkey) process has been successfully used for the District Health Officers evaluation since 2010.

The evaluation will be conducted, and results provided to the Board of Health for the October 2020 meeting. A public hearing is held during the next Board of Health meeting (October 2020) to conduct the District Health Officer's evaluation.

## **FISCAL IMPACT**

There is no fiscal impact from conducting the evaluation process

Subject: District Health Officer Annual Evaluation

Date: Sept 24, 2020

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### **RECOMMENDATION**

Staff recommends the Board approve the District Health Officer's annual performance evaluation questions and list of participants as presented and authorize the Health District Human Resource Representative to conduct the District Health Officer's annual 360 evaluation utilizing the (Survey Monkey) on-line survey program.

### **POSSIBLE MOTION**

Possible motions could be "Move to approve the District Health Officer's annual performance evaluation questions and list of participants as presented and authorize the Health District Human Resource Representative to conduct the 360-evaluation utilizing the on-line survey program."

Or

"Move to approve the District Health Officer's annual performance evaluation questions and list of participants with the proposed changes [changes proposed] and authorize the Health District Human Resource Representative to conduct the 360-evaluation utilizing the on-line survey program."

## Email List of Participants for 2020 DHO Evaluation

Name	Position/Organization	E-mail
1. Oscar Delgado	Board of Health	<a href="mailto:delgadoo@reno.gov">delgadoo@reno.gov</a> ;
2. Dr. John Novak	Board of Health	<a href="mailto:jnovakdmd@aol.com">jnovakdmd@aol.com</a> ;
3. Tom Young	Board of Health	<a href="mailto:gbbrewery@gmail.com">gbbrewery@gmail.com</a> ;
4. Kristopher Dahir	Board of Health	<a href="mailto:kdahir@cityofsparks.us">kdahir@cityofsparks.us</a> ;
5. Marsha Berkbigler	Board of Health	<a href="mailto:mberkbigler@washoecounty.us">mberkbigler@washoecounty.us</a> ;
6. Michael Brown	Board of Health	<a href="mailto:mike.brown@rrpartners.com">mike.brown@rrpartners.com</a> ;
7. Dr. Reka Danko	Board of Health	<a href="mailto:rdanko@med.unr.edu">rdanko@med.unr.edu</a> ;
8. Anna Heenan	Admin Health Service Officer	<a href="mailto:aheenan@washoecounty.us">aheenan@washoecounty.us</a> ;
9. Charlene Albee	Env. Health Services Division Director	<a href="mailto:calbee@washoecounty.us">calbee@washoecounty.us</a> ;
10. Lisa Lottritz	Community and Clinical Health Division Director	<a href="mailto:LLottritz@washoecounty.us">LLottritz@washoecounty.us</a> ;
11. Jason Soto	Reno Police Chief	<a href="mailto:sotoj@reno.gov">sotoj@reno.gov</a> ;
12. Neil Krutz	Sparks City Manager	<a href="mailto:nkrutz@cityofsparks.us">nkrutz@cityofsparks.us</a> ;
13. Eric Brown	Washoe County Manager	<a href="mailto:EPriceBrown@washoecounty.us">EPriceBrown@washoecounty.us</a> ;
14. Darin Balaam	Sheriff	<a href="mailto:dbalaam@washoecounty.us">dbalaam@washoecounty.us</a> ;
15. Aaron Kenneston	Washoe County Emergency Manager	<a href="mailto:akenneston@washoecounty.us">akenneston@washoecounty.us</a> ;
16. Dr. Trudy Larson	Dean, College of Community Health Science UNR	<a href="mailto:tlarson@unr.edu">tlarson@unr.edu</a> ;
17. Niki Aaker	Director - Carson City Hlth & Human Services	<a href="mailto:naaker@carson.org">naaker@carson.org</a> ;
18. Greg Lovato	Administrator NV Div of Environmental Protection	<a href="mailto:glovato@ndep.nv.gov">glovato@ndep.nv.gov</a> ;
19. Don Tatro	Exec Dir Builders Assoc of Northern Nevada	<a href="mailto:dont@thebuilders.com">dont@thebuilders.com</a> ;
20. Jeremy Smith	Director, Truckee Meadows Regional Planning Agency	<a href="mailto:jsmith@tmrpa.org">jsmith@tmrpa.org</a> ;
21. Lee Gibson	Bill Thomas	<a href="mailto:lgibson@rtcwashoe.com">lgibson@rtcwashoe.com</a> ;
22. Julia Peek	Deputy Administrator, Nevada Division of Public and Behavioral Health	<a href="mailto:jpeek@health.nv.gov">jpeek@health.nv.gov</a> ;

23. Rota Rosachi	Exec Dir NV Public Health Foundation	<a href="mailto:rota@nphf.org">rota@nphf.org;</a>
24. Kindle Craig	Sr. Director, Renown Institutes	<a href="mailto:KCraig2@renown.org">KCraig2@renown.org;</a>
25. Kristen McNeil	Washoe County School District	<a href="mailto:kmcneill@washoeschools.net">kmcneill@washoeschools.net;</a>
26. Sharon Chamberlain	CEO Northern Nevada HOPES	<a href="mailto:Sharon@nnhopes.org">Sharon@nnhopes.org;</a>
27. Michele Montoya	Nevada Women's Fund	<a href="mailto:michele@nevadawomensfund.org">michele@nevadawomensfund.org;</a>
28. Chris Askin	CEO, Community Foundation of Western Nevada	<a href="mailto:Caskin@nevadafund.org">Caskin@nevadafund.org;</a>
29. Ann Silver	Reno –Sparks Chamber of Commerce	<a href="mailto:asilver@thechambervnv.org">asilver@thechambervnv.org;</a>
30. JD Klippenstein	ACTIONN	<a href="mailto:jd@actionn.org">jd@actionn.org;</a>
31. Dr. John Packham	Nevada Public Health Association	<a href="mailto:jpackham@medicine.nevada.edu">jpackham@medicine.nevada.edu;</a>

## District Health Officer 2020 Evaluation

### 1. Introduction

Dear Participant,

You are being requested to offer feedback for the performance evaluation of **Mr. Kevin Dick**, Washoe County District Health Officer. Please complete the following evaluation as soon as possible. Your answers will be compiled with feedback from other participants and the ratings/comments will remain anonymous. The input you provide will be used to help set goals and objectives for the District Health Officer for the coming year.

Please complete this short evaluation as soon as possible. The survey will close at 5:00 p.m. on October 7, 2020. The evaluation should only take about 5-10 minutes to complete.

We recognize you're very busy and thank you for your participation in this important evaluation process.

Next

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## District Health Officer 2020 Evaluation

### 2. Instructions

Rate the proficiency in each competency using the following guidelines:

**Exceeds your expectations:** Performance is consistently exceptional. This person is a role model of competency.

**Meets your expectations:** Performance meets and periodically exceeds expectations. The person is a strong contributor to the organization.

**Area for growth:** Performance does not consistently meet reasonable expectations and standards. Immediate steps must be taken to improve.

**Evaluator has no basis for judgement:** This is an acceptable answer if you are not familiar with the District Health Officer's effectiveness in a particular area.

#### 1. SELECT RELATIONSHIP - What is your relationship to the District Health Officer

- District Board of Health Member
- Health District Staff
- Peer from an Outside Agency

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## District Health Officer 2020 Evaluation

### 3. LEADERSHIP

#### 1. Leadership - Select the appropriate rating for each competency.

"Exceeds your expectations"      "Meets your expectations"      "Area for growth"      "Evaluator has no basis for judgement"

Sets an effective example of high personal standards and integrity with the drive and energy to achieve goals.

Inspires trust and confidence with staff, the District Board of Health and the public.

Functions as an effective leader of the organization, gaining respect and cooperation from others.

Values staff, helps staff develop a passion for their work and recognizes their contributions.

Develops a talented team and challenges them to perform to their highest level.

Additional comments regarding Leadership:

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# District Health Officer 2020 Evaluation

## 4. COMMUNICATION

### 1. COMMUNICATION - Select the appropriate rating for each category.

"Exceeds your expectations"      "Meets your expectations"      "Areas for growth"      "Evaluator has no basis for judgment"

Practices timely and effective communication with District Board of Health, other elected officials, outside agencies, department heads and staff regarding issues and concerns of the Health District.

Listens attentively and effectively.

Speaks and writes logically, clearly and concisely.

Delivers logical and well-organized presentations (formal and informal)

Encourages and uses feedback.

Additional comments regarding Communication:

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## District Health Officer 2020 Evaluation

### 5. COMMUNITY RELATIONS

#### 1. COMMUNITY RELATIONS - Select the appropriate rating for each competency.

	"Exceeds your expectations"	"Meets your expectations"	"Areas for growth"	"Evaluator has no basis for judgment"
Effectively represent the Health District in public; projects a positive public image based on courtesy, professionalism and integrity.	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
Has a successful working relationship with the news media.	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
Has a successful working relationship with community stakeholders and community organizations.	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
Encourages and considers community input on issues the Health District can impact.	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
Strives to maintain citizen satisfaction with Health District services.	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>

Additional comments regarding Community Relations:

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## District Health Officer 2020 Evaluation

### 6. INTERGOVERNMENTAL RELATIONS

#### 1. INTERGOVERNMENTAL RELATIONS - Select the appropriate rating for each competency.

	"Exceeds your expectations"	"Meets your expectations"	"Area for growth"	"Evaluator has no basis for judgment"
Accessible to leadership of other agencies and jurisdictions; displays appropriate diplomacy and tact in relationships with other agencies and jurisdictions.	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
Effectively represents and promotes the Health District with other jurisdictions and agencies in the region and state.	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
Effectively communicates and coordinates with other jurisdictions and agencies in the region and state.	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
Appropriately considers the impact Health District projects and programs have on other jurisdictions and agencies in the region.	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>

Ensures the Health District is represented and appropriately involved in projects and programs sponsored by other jurisdictions and agencies that have impact on the Health District and/or that the Health District can impact.



Additional Comments regarding Intergovernmental Relations:

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## District Health Officer 2020 Evaluation

### 7. DISTRICT BOARD OF HEALTH RELATIONS

#### 1. DISTRICT BOARD OF HEALTH RELATIONS - Select the appropriate rating for each competency.

	"Exceeds your expectations"	"Meets your expectations"	"Areas for growth"	"Evaluator has no basis for judgment"
Effectively implements the Board's policies, procedures and philosophy.	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
Disseminates complete and accurate information to all board members in a timely manner.	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
Responds well to requests, advice and constructive criticism.	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
Provides support to the boards' meeting process that allows for open, transparent decision making.	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
Facilitates the board's decision making without usurping authority.	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>

Additional comments regarding District Board of Health Relations:

Prev

Next

## District Health Officer 2020 Evaluation

### 8. COMPLETION

*Thank you!*

*Your time and input on the District Health Officer's annual evaluation is greatly appreciated.*

Prev

Done

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**Air Quality Management  
Division Director Staff Report  
Board Meeting Date: September 24, 2020**

**DATE:** September 24, 2020  
**TO:** District Board of Health  
**FROM:** Francisco Vega, P.E., Division Director  
 775-784-7211; fvega@washoecounty.us  
**SUBJECT:** Program Update - RENOvation, Divisional Update, Program Reports, Monitoring and Planning, Permitting and Compliance

**1. Program Update**

a. RENOvation

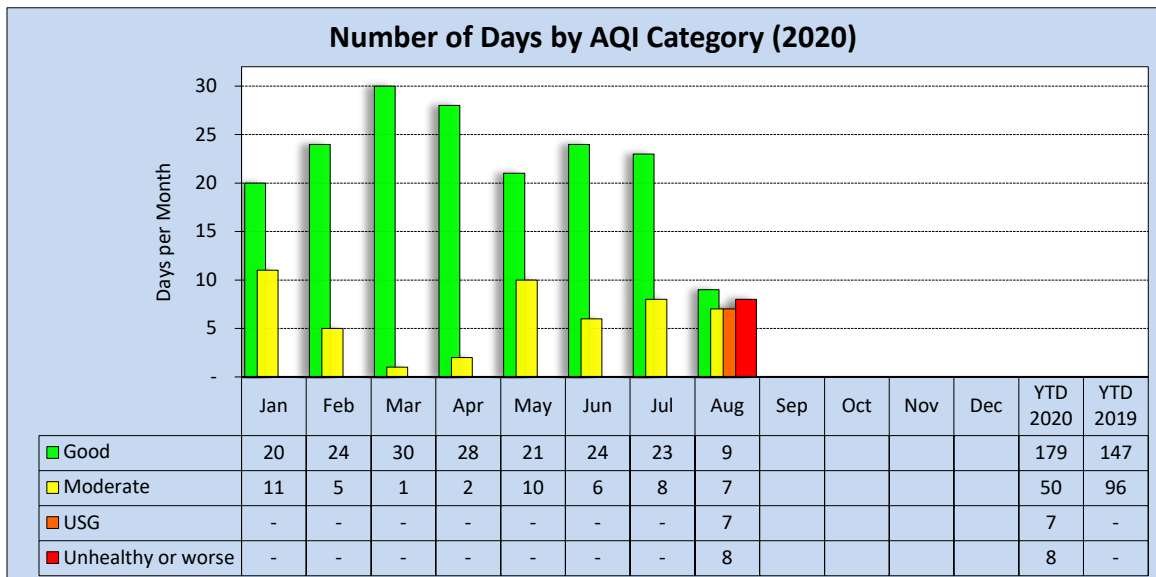
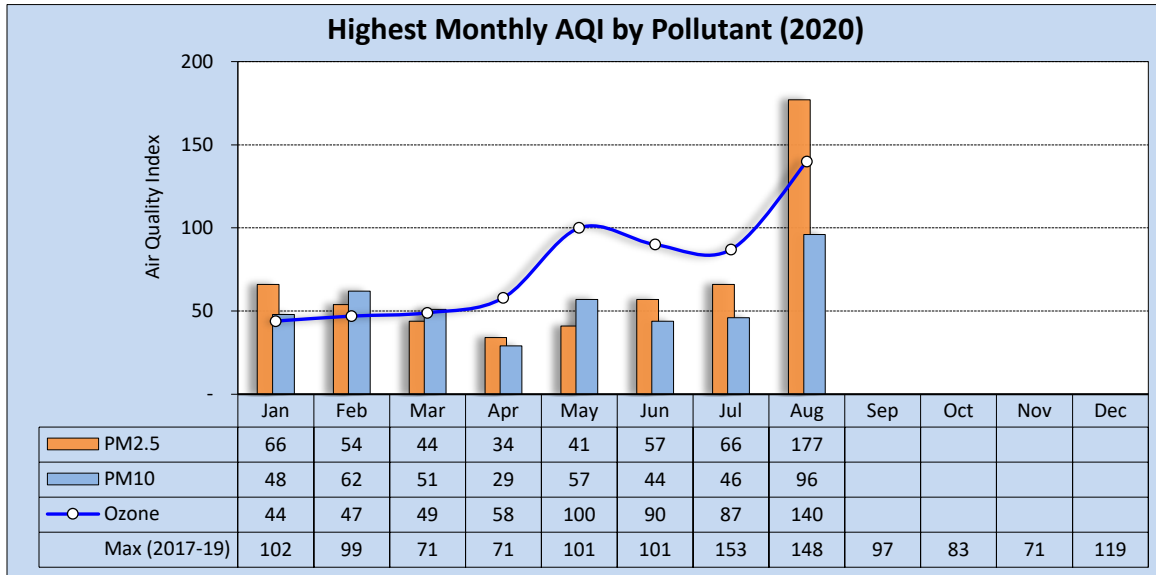
Currently, the City of Reno is updating its Annexation and Land Development Code. Included in the update, Chapter 4, Article 2, are codes relating to sustainability. The Washoe County Air Quality Management Division (AQMD) has been participating in a technical work group associated with the code updates and has recommended improvements that support our Ozone Advance program ([Link](#)). In addition, the recommendations support the goals to the ReImagine Reno Master Plan, City of Reno's Sustainability and Climate Action Plan, and the 2019 Truckee Meadows Regional Plan. These comments also align with the City of Reno's Resolution 8189 (Adopted April 13, 2016). The resolution recognizes the collaborative effort needed by regional partners, such as the City of Reno and Washoe County Health District, to meet federal air quality standards. Implementing City of Reno's long-term plans will have co-benefits of improving air quality, especially ozone. Our ozone levels are directly related to our community's land use pattern and form, which determines transportation choices, vehicle trips, vehicle miles traveled (VMT), and energy usage. Lastly, implementing an incentive-based sustainability program for development proposals will directly support Ozone Advance goals through Truckee Meadows Regional Plan policies, such as NR 10 (Urban Heat Island), NR 11 (Air Quality), and PF 10 (Regional Transportation Plan (RTP) Requirements).

Francisco Vega, P.E., MBA  
 Division Director



## 2. Divisional Update

- a. Below are two charts detailing the most recent ambient air monitoring data. The first chart indicates the highest AQI by pollutant and includes the highest AQI from the previous three years in the data table for comparison. The second chart indicates the number of days by AQI category and includes the previous year to date for comparison.



Please note the ambient air monitoring data are neither fully verified nor validated and should be considered PRELIMINARY. As such, the data should not be used to formulate or support regulation, guidance, or any other governmental or public decision. For a daily depiction of the most recent ambient air monitoring data, visit [OurCleanAir.com](http://OurCleanAir.com).

### 3. Program Reports

#### a. Monitoring and Planning

August Air Quality: There were 6 exceedances of the ozone and 11 exceedances of the PM<sub>2.5</sub> National Ambient Air Quality Standards (NAAQS). The highest ozone and PM<sub>2.5</sub> concentrations for the month are listed in the table below.

Pollutant	Concentration	Date	Site	Notes
Ozone (8-hour)	0.084 ppm	8/22	Lemmon Valley	Wildfire smoke episode.
PM <sub>2.5</sub> (24-hour)	80.7 µg/m <sup>3</sup>	8/20	Toll	Wildfire smoke episode.
PM <sub>2.5</sub> (1-hour)	292 µg/m <sup>3</sup>	8/19	Reno4	Wildfire smoke episode. 1-hour NAAQS has not been established.

Highest Monitored 1-hour PM<sub>2.5</sub>: This year's historic wildfire season in California has led to unprecedented short-term fine PM<sub>2.5</sub> concentrations in Washoe County. In addition to the size of these fires, some fires grew by tens of thousands of acres in a single day. Air pollution levels can change rapidly during wildfire smoke episodes as seen on August 19. The weather pattern transported wildfire smoke through California's Central and Sacramento Valleys, then into Northern Nevada. Hourly PM<sub>2.5</sub> concentrations peaked at 292 µg/m<sup>3</sup>. This is the highest recorded single hour concentration since the AQMD began monitoring hourly PM<sub>2.5</sub> in 2010 (Note: AQMD has been monitoring 24-hour concentrations since 1999).



**Most Popular Tweet for August**

Impressions: 11,972

Reno's Development Code Update: AQMD staff have been actively involved in Reno's Code update. Many elements of the code can support the Ozone Advance program, especially as it relates to vehicle trips, vehicle miles traveled (VMT), urban heat islands, and tree canopy. Maintaining the ozone NAAQS will require stretch codes that reduce VMT and motor vehicle tailpipe emissions.

Daniel Inouye  
 Chief, Monitoring and Planning

b. Permitting and Compliance

**August**

Staff reviewed twenty (20) sets of plans submitted to the Reno, Sparks or Washoe County Building Departments to assure the activities complied with Air Quality requirements.

In August 2020, staff conducted twenty-one (21) stationary source inspections; twenty-three (23) gasoline station inspections; and six (6) initial compliance inspections. Staff was also assigned fifteen (15) new asbestos abatement projects, overseeing the removal of approximately ninety thousand one hundred fifty-five (90,155) square feet and (0) linear feet of asbestos-containing materials. Staff received seven (7) new building demolition projects to monitor. Further, there were twenty-one (21) new construction/dust projects comprised of an additional one thousand two hundred ten (1,210) acres. Staff documented fifteen (15) construction site inspections. Each asbestos, demolition and construction notification project are monitored regularly until each project is complete and the permit is closed. During the month enforcement staff also responded to fifteen (15) complaints.

Type of Permit	2020		2019	
	August	YTD	August	Annual Total
<b>Renewal of Existing Air Permits</b>	80	681	77	1,086
<b>New Authorities to Construct</b>	3	41	5	52
<b>Dust Control Permits</b>	21 (1210 acres)	143 (2552 acres)	22 (265 acres)	197 (2,436 acres)
<b>Wood Stove (WS) Certificates</b>	44	286	54	442
<b>WS Dealers Affidavit of Sale</b>	9 (4 replacements)	56 (4 replacements)	18 (12 replacements)	118 (83 replacements)
<b>WS Notice of Exemptions</b>	945 (3 stoves removed)	4700 (22 stoves removed)	872 (9 stoves removed)	8,353 (80 stoves removed)
<b>Asbestos Assessments</b>	54	440*	69	1,034
<b>Asbestos Demo and Removal (NESHAP)</b>	22	177	23	300

\*Totals are based on an Accela record query and have been adjusted from July 2020 totals.

COMPLAINTS	2020		2019	
	August	YTD	August	Annual Total
<b>Asbestos</b>	2	9	0	11
<b>Burning</b>	3	11	2	14
<b>Construction Dust</b>	2	54	6	74
<b>Dust Control Permit</b>	1	1	1	6
<b>General Dust</b>	3	31	6	35
<b>Diesel Idling</b>	0	1	1	4
<b>Odor</b>	3	5	0	31
<b>Spray Painting</b>	1	7	0	3
<b>Permit to Operate</b>	0	1	1	8
<b>Woodstove</b>	0	1	0	2
<b>TOTAL</b>	<b>15</b>	<b>121</b>	<b>17</b>	<b>188</b>
NOV's	August	YTD	August	Annual Total
<b>Warnings</b>	1	5	3	27
<b>Citations</b>	1	3	2	15
<b>TOTAL</b>	<b>2</b>	<b>8</b>	<b>5</b>	<b>42</b>

Joshua Restori  
 Senior Air Quality Specialist  
 Permitting and Enforcement

DD	LL	
DHO		KL

**Community and Clinical Health Services  
Director Staff Report  
Board Meeting Date: September 24, 2020**

**DATE:** September 11, 2020  
**TO:** District Board of Health  
**FROM:** Lisa Lottritz, MPH, RN  
 775-328-6159; llottritz@washoecounty.us  
**SUBJECT:** Divisional Update – Commitment to Our Future Health Care Workforce; Data & Metrics; Sexual Health (Outreach and Disease Investigation), Immunizations, Tuberculosis Prevention and Control Program, Reproductive and Sexual Health Services, Chronic Disease Prevention Program, Maternal Child and Adolescent Health, Women Infants and Children, and COVID-19 response

**1. Divisional Update –**

**a. Commitment to Our Future Health Care Workforce**



University of Nevada, Reno

Community and Clinical Health Services (CCHS) is dedicated to mentoring and providing education to future health care providers in our community. Staff mentor University of Nevada, Reno medical residents, APRN students, nursing students, medical students, and Public Health students.

Currently CCHS has 18 level three Orvis School of Nursing students rotating through the Immunizations, Tuberculosis, and Sexual Health Disease Investigations programs. The students shadow staff and can practice skills once they are checked off by their professor. The WIC program has eight Orvis School of Nursing RN to BSN students working on their community project which is

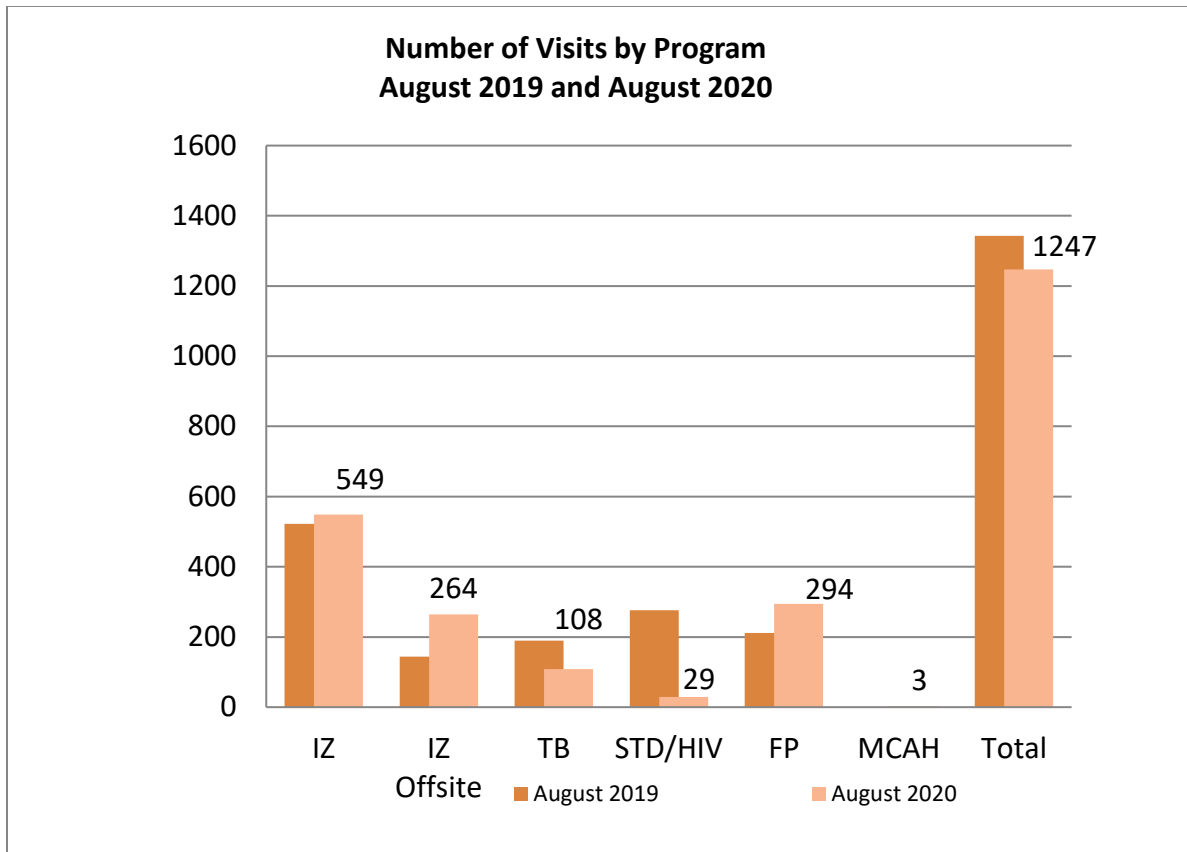
focused on barriers to breastfeeding. This includes surveying clients and identifying potential interventions to increase access to assistance.

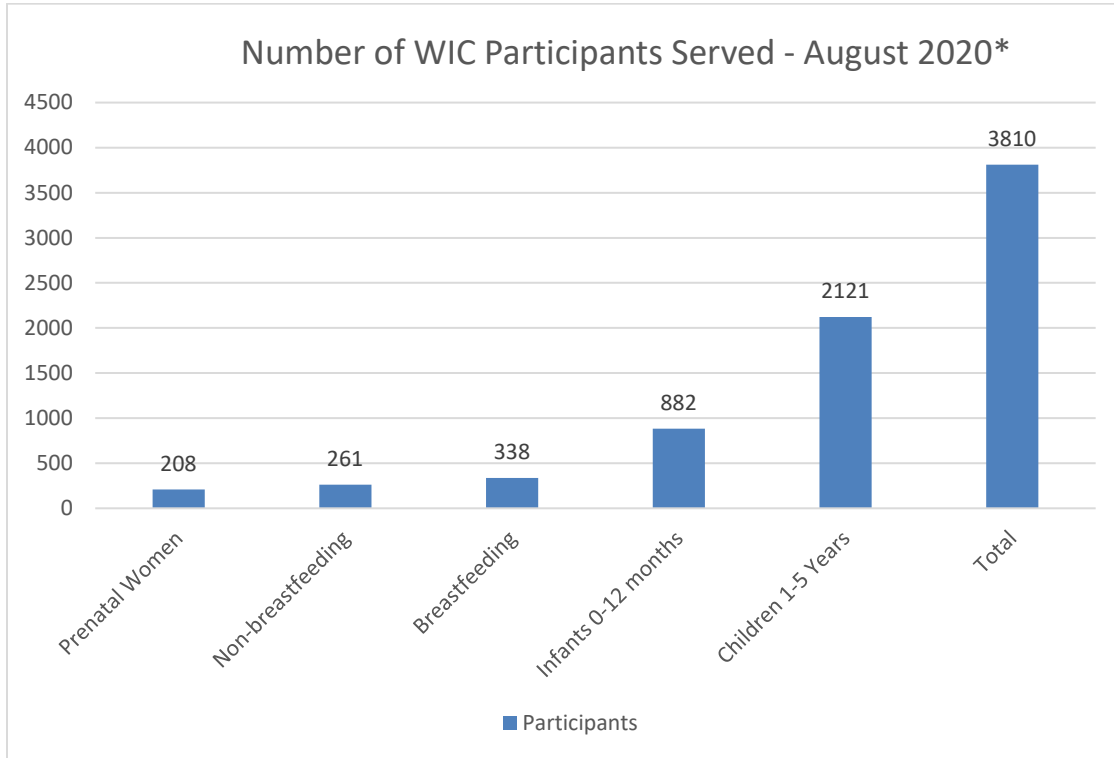
Family Planning and Sexual Health APRNs are mentoring four Family Nurse Practitioner students this semester. Each student is required to complete a total of 60 hours with their preceptor. Students focus on Women's Health and Sexual Health. There are limited preceptorships for these specialty areas in our community. Students receive education on conducting client interviews, physical exams, dispensing birth control methods and providing other necessary treatments.

Family Planning and Sexual Health APRNs also mentor medical residents twice per week on a consistent basis. The residents rotate through the clinic throughout the semester. Staff provide a valuable experience for the residents by focusing on conducting a sexual health risk assessment and family planning services.

Our Chronic Disease and Sexual Health staff mentor Public Health students on a consistent basis. This includes undergraduate and graduate level students. The students are required to complete a designated number of hours with their preceptor and complete a project. Undergraduates are required to complete a 100-hour internship, while Master's level students complete 200 hours. A current project is the examination and preparation of an implementation plan for pre-exposure prophylaxis (PrEP) to prevent HIV acquisition engaging in high-risk behaviors and have tested negative for HIV. Post exposure prophylaxis (PEP) access is also incorporated into this document. PrEP has been identified as one of the key components to ending the HIV epidemic. This plan addresses: the role of PrEP in addressing social determinants of health and health disparities identified with Washoe County's Community Health Needs Assessment and Community Health Improvement Plan, how PrEP implementation is correlated with WCHD's Strategic Plan, costs of implementing PrEP and PEP, and the insurance reimbursement based on Medicaid rates. The goal of this project is to raise awareness of the importance of PrEP and PrEP and increase the implementation of providing these critical services. The current project with the Chronic Disease team identifies gaps and barriers to prescription medication access among the homeless population. The project intends to identify best practices to improve medication access and develop support materials to assist the homeless population in access available services.

## 2. Data & Metrics





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.

### 3. Program Reports – Outcomes and Activities

**Sexual Health (Outreach and Disease Investigation)** – Disease Investigation Specialist (DIS) staff have updated the priority grid used to guide investigation and Partner Services (contact tracing) practice. As of October 1<sup>st</sup>, staff will reinitiate investigation and Partner Services for all pregnant women diagnosed with gonorrhea anyone who has been diagnosed with two or more STDs in the most recent six months and anyone 18 years of age or younger. Investigations with pregnant women also affords an opportunity to assess for syphilis testing and management to prevent congenital syphilis cases. DIS staff successfully moved to an electronic process for investigations eliminating the need to store paper records. They are also working diligently to revise and update the DIS protocol and congenital syphilis protocol with a completion goal of December 31, 2020. The HIV Outreach team will resume testing at the Senior Center on September 17, 2020.

**Immunizations** –The Immunization Program staff conducted four Saturday Back-to-School events in August in collaboration with Immunize Nevada. Three of the events were held at the Boys and Girls Club large gym and one event was held at the Reno-Sparks Convention Center which provided a large area for social distancing. Safety measures were put in place during these events including temperature and symptom checks, required face mask, 6 ft of social distancing, disinfecting chairs and work area in between clients, and limiting room occupancy. This year with the COVID-19 pandemic, the Back-to-School clinics were held utilizing an



appointment app which required staff from both the WCHD Immunization program and Immunize Nevada to work on client's pre-visit paperwork during the week. Although this process was very time intensive, it resulted in decrease waiting time for clients during the event which in turn accommodated walk-in clients. Staff vaccinated 265 kids and gave 746 vaccine doses during the Back-to-School clinics. Additionally, the Immunization program staff served 549 individuals and gave 1,454 vaccine doses during the month of August at our onsite Immunization clinic.

Several flu clinics are planned for September including a Senior Flu Clinic at the Senior Center on 9<sup>th</sup> St. on September 14<sup>th</sup> from 9-1pm in collaboration with Walmart who will be providing the High Dose (HD) Flu vaccine for seniors 65 years and older. Three drive-thru Flu PODs are scheduled on September 19<sup>th</sup> (9-12 pm), September 22<sup>nd</sup> (4-7 pm), and September 23<sup>rd</sup> (4-7 pm) utilizing the WCHD POST location. Walmart will be providing HD Flu vaccine during the September 19<sup>th</sup> and September 22<sup>nd</sup> flu PODs.

A drive-thru POD exercise will be held on October 15, 2020 from 4-7 pm in conjunction with Family Health Festival and the Food Bank Mobile Harvest at the Stead Airport. In addition, a community vaccine event will be held at the Discovery Museum on October 13<sup>th</sup> from 4-7 pm in partnership with Immunize Nevada.

**Tuberculosis Prevention and Control Program** – Staff continue to provide Direct Observation Therapy (DOT) for two active pulmonary cases. Civil surgeon and dialysis referrals are received at a steady pace, most are evaluated and treated at WCHD TB clinic; however, some are referred to primary care providers for services. The first B1 immigrant in several months has been received for evaluation.

**Reproductive and Sexual Health Services** – Two staff members will be obtaining their Family Planning Health Worker Certification in September via virtual weekly webinars. Staff is working on updating the protocol for the 2019 ASCCP Risk Based Management Guidelines for Abnormal Cervical Cancer Screening Guidelines. Washoe County Family Planning Program is working with the Office of Population Affairs (OPA) to become a beta testing site for Title X's Family Planning Annual Report (FPAR) 2.0. Staff met with Washoe County Human Service Agency (HSA) to discuss providing reproductive health and immunizations services for guests at the Our Place Family and Women's Shelter. Staff is scheduled to start providing services at the Women's Shelter on September 9, 2020 and at Our Place Family Shelter on September 29, 2020. One intermittent hourly Community Health Aide who has been working full time in the COVID Call Center resigned on September 5, 2020.

**Chronic Disease Prevention Program (CDPP)** – Two staff transitioned out of COVID responsibilities at the end of August and the third staff transitioned out in early September. A planning session has been scheduled to assess chronic disease activities and realign as needed due to our changing COVID environment.

Bike to Work Month 2020 was postponed from May until September and is being held virtually this year. The adapted event "Cycle September 2020" continues to encourage all of us to ride to work, school, and play.

**Maternal, Child and Adolescent Health (MCAH)** – Staff continues to investigate cases of children with lead, follow-up metabolic testing and conduct Cribs for Kids classes. Staff is currently updating related protocols.

Fetal Infant Mortality Review Board is continuing to have virtual meetings with members. Staff attended a webinar “Improving the Collaboration of Fatality Reviews with American Indian and Alaska Native Communities on August 19, 2020. Staff is working to get all cases in for year-end reporting and work continues on the Executive Summary Report.

**Women, Infants and Children (WIC)** – Staff are preparing for the anticipated expiration of federal waivers, which would require clients to return to on-site appointments beginning on October 1, 2020.

A food delivery program for WIC clients is being implemented statewide. Staff have worked closely with Community Health Alliance and Catholic Charities to ensure a cohesive and uniform program for all WIC participants regardless of the agency that serves them. It is anticipated that there will be five contact free pick up points in Washoe County, including one at the Washoe County complex. This should eliminate the need for high risk clients to go to the store for their WIC foods. WIC benefits are not currently eligible to be used through store pickup or delivery.

**COVID-19 Response** – 5,808 COVID-19 tests were conducted at the Point of Screening and Testing (POST) site in August. A total of 12 Intermittent Hourly Registered Nurses have been hired to conduct COVID testing at the POST. Two Intermittent Hourly Community Health Aides were hired to assist at the POST with COVID testing and to assist with scheduling for the Seroprevalence Study at the end of September.

DD CA _____
DHO _____ <i>KD</i>

**Environmental Health Services  
Division Director Staff Report  
Board Meeting Date: September 24, 2020**

**DATE:** September 11, 2020  
**TO:** District Board of Health  
**FROM:** Charlene Albee, Director  
 775-328-2644; [calbee@washoecounty.us](mailto:calbee@washoecounty.us)  
**SUBJECT:** Environmental Health Services (EHS) Division Program Updates:  
**Consumer Protection** (Food, Food Safety, Commercial Plans, Permitted Facilities);  
**Environmental Protection** (Land Development, Drinking Water, Vector, WM/UST); and  
**Inspections.**

Program Updates

**A. Consumer Protection**

Food/Food Safety

- The Food Safety Program is currently focused on training new staff on food inspections. The regulatory food inspection program is a five-step training and standardization process to achieve the required level of competency for all new inspectors. The field training includes a minimum of 43 joint inspections with inspectors from the Food Safety Team. This curriculum is part of our continued conformance with the FDA Voluntary National Retail Food Regulatory Program Standards.
- Special Events/Temporary Food – The program has not seen any big events due to COVID-19. No events are being approved with over 50 attendees at this time due to mass gathering limitations. Three temporary food inspections were conducted in August at local farmer’s markets.
- Epidemiology (EPI) –

<b>Epidemiology</b>	<b>JAN 2020</b>	<b>FEB 2020</b>	<b>MAR 2020</b>	<b>APR 2020</b>	<b>MAY 2020</b>	<b>JUN 2020</b>	<b>JUL 2020</b>	<b>AUG 2020</b>	<b>2020 YTD</b>
Foodborne Disease Complaints	20	20	11	4	7	6	6	17	91
Foodborne Disease Interviews	14	12	5	1	3	4	5	3	47
Foodborne Disease Investigations	0	1	0	0	0	2	3	1	7
CD Referrals Reviewed	12	9	13	1	0	2	2	8	47
Product Recalls Reviewed	3	1	7	5	4	6	2	2	30
Child Care/School Outbreaks Monitored	13	22	8	0	0	0	0	0	43

Commercial Plans

- A significant drop in commercial plan reviews was reported for the previous month of July (67 total plan reviews). Plan reviews during the month of August bounced back to a total of 85 reviews, which is more in line with the monthly average for 2020 of approximately 95 plans per month when removing the outlier of July. The monthly commercial plan inspection average for 2020 is approximately 32 inspections per month and a total of 38 inspections were performed during August. The Program has been taking every available opportunity to spread training of plan

reviews and inspections associated with pools amongst the team to ensure that institutional knowledge is not lost to expected future retirements.

<b>Community Development</b>	<b>JAN 2020</b>	<b>FEB 2020</b>	<b>MAR 2020</b>	<b>APR 2020</b>	<b>MAY 2020</b>	<b>JUN 2020</b>	<b>JUL 2020</b>	<b>AUG 2020</b>	<b>2020 YTD</b>	<b>2019 TOTAL</b>
Development Reviews	22	33	38	37	29	40	18	16	233	373
Commercial Plans Received	97	90	117	88	94	95	67	85	733	1,325
Commercial Plan Inspections	33	30	38	20	35	25	36	38	258	395
Water Projects Received	9	5	3	2	3	7	5	12	46	87
Lots/Units Approved for Construction	158	108	85	68	184	209	0	115	972	1,337

Permitted Facilities

- Pools/Spas/Aquatic – Inspections for this season are winding down aside from a few late openings. Staff from EHS completed over 200 inspections for open aquatic facilities and ensured that over 100 more were safely closed. Spas for public use have remained closed under the Governor’s Directives.
- Schools – Staff started conducting inspections on August 17 upon opening of facilities for Fall Semester instruction by the Washoe County School District. The schools have nearly all been inspected as of the date of this report, with additional school kitchen inspections completed. Most private schools that are open have been completed as well. The Washoe County School District Outbreak Response Plan has been implemented for COVID-19 and other suspected illnesses since schools opened. It has provided a foundation for schools to mitigate conditions for controlling spread of illness in a consistent manner based on best current practices.
- Training – As September approaches, one staff is completing the training program in Permitted Facilities and another has transitioned in from Foods Training. The third staff in-training will transition in from Foods Training in mid-September. Most staff training for the newest Environmental Health Specialists will be completed by the end of the calendar year.

Staff is actively preparing for the implementation of the SARS-CoV-2 Regulations at Public Accommodation Facilities, adopted by the District Board of Health on September 10. Inspection guidelines are being developed in coordination with the Southern Nevada Health District in order to establish a consistent application of the regulations, especially considering corporate facilities may operate in both jurisdictions. Outreach efforts are in the planning stages to engage local facilities that will be impacted by the regulations to ensure clear expectations are established during the 30-day period before the regulations become effective.

**B. Environmental Protection**

Land Development

- Coverage remains challenging as staff are pulled for alternate trainings and new issues have arisen, however, the program is continuing to function. With the release of additional staff from COVID-19, this is expected to continue to improve through September.
- The Senior position has been filled, but staff is still currently assigned to COVID-19 response. They have been partially released and are coming up to speed with the current program specifics. It is expected that within two weeks they will be managing the day to day programmatic work which will help with coverage issues.
- Plan intake remains at levels 35% below 2019, which should assist with the loss of a staff member to the SB4 inspection program.

<b>Land Development</b>	<b>JAN 2020</b>	<b>FEB 2020</b>	<b>MAR 2020</b>	<b>APR 2020</b>	<b>MAY 2020</b>	<b>JUN 2020</b>	<b>JUL 2020</b>	<b>AUG 2020</b>	<b>2020 YTD</b>	<b>2019 TOTAL</b>
Plans Received (Residential/Septic)	53	58	43	45	37	54	53	58	401	913
Residential Septic/Well Inspections	72	99	102	76	77	87	86	77	676	1,051
Well Permits	10	14	7	14	14	11	12	12	94	72

Safe Drinking Water (SDW)

- It was determined that with the new SB4 legislation, EHS would have difficulty continuing to complete contractual work in the Safe Drinking Water Program for Bureau of Safe Drinking Water (BSDW). At a special meeting on September 10, the District Board of Health voted to terminate the contract with the Nevada Division of Environmental Protection, which will begin a 30 day phase out period. At this time, it is expected that contractual duties will resume in 2021.
- Initial discussions have begun with BSDW in preparation of the transition of the State back into the primary role on all safe drinking water activities. Some activities have already been taken on by the State to assist with the workload EHS is facing.
- Due to the fact that BSDW is currently not engaging in field activities, any sanitary surveys that are not completed by WCHD will likely not be done. As the program has gotten staff back from COVID-19 that are trained, the goal is to utilize the 30-day transition window to complete the surveys that are due in 2020. This will also facilitate the ongoing training of a new program member that had their training interrupted repeatedly due to COVID-19.
- The TMWA survey is almost complete, with one more day needed of field work.

Vector-Borne Diseases (VBD)

- Staff responded to a total of 18 service requests. West Nile Virus has not been detected in Washoe County this season.

<b>Service Requests</b>	<b>JAN 2020</b>	<b>FEB 2020</b>	<b>MAR 2020</b>	<b>APR 2020</b>	<b>MAY 2020</b>	<b>JUN 2020</b>	<b>JUL 2020</b>	<b>AUG 2020</b>	<b>2020 YTD</b>
Tick Identifications	4	2	0	0	3	4	1	0	14
Rabies (Bat testing)	1	1	0	0	3	9	7	2	23
Mosquito Fish Requests	2	1	0	0	3	5	2	0	13

Waste Management (WM)/Underground Storage Tanks (UST)

- Free residential dump days are returning to the Lockwood Landfill east of Sparks. After the event was canceled in the spring due to COVID-19, Waste Management is offering several dates in the upcoming weeks. Thursday through Sunday on the following dates: Sept. 17-19, Sept. 24-26, and Oct. 1-3
- KTMB Truckee River clean-up is September 26. <https://www.ktmb.org/>



- It was determined that with the new SB4 legislation, EHS would have difficulty continuing to complete contractual work in the Underground Storage Tank (UST) Program for the Nevada Division of Environmental Protection (NDEP). At a special meeting on September 9, the District Board of Health voted to terminate the contract with the Nevada Division of Environmental Protection, which will begin a 30 day phase out period. At this time, it is expected that contractual duties will resume in 2021.
- WCHD staff is no longer performing UST inspections and August was the last monthly report submitted to NDEP as part of the contract between NDEP and WCHD for the UST Program.

EHS 2020 Inspections	JAN 2020	FEB 2020	MAR 2020	APR 2020	MAY 2020	JUN 2020	JUL 2020	AUG 2020	2020 YTD	2019 TOTAL
Child Care	21	6	9	0	5	14	11	14	80	225
Food/Exempt Food	471	604	279	133	348	487	265	232	2,819	9,056
Schools/Institutions	21	39	32	0	0	2	1	53	148	544
Tattoo/Permanent Make-Up (IBD)	3	4	5	0	1	5	8	23	49	177
Temporary IBD Events	1	0	0	0	0	0	0	0	0	84
Liquid Waste Trucks	6	9	18	0	4	14	6	0	57	189
Mobile Home/RV Parks	17	30	8	16	46	32	6	13	168	223
Public Accommodations	5	17	1	0	1	0	4	24	52	199
Aquatic Facilities/Pool/Spas	13	24	30	0	1	102	109	62	341	2,441
RV Dump Station	0	5	0	2	0	1	3	2	13	25
Underground Storage Tanks	2	3	0	0	0	0	1	0	6	0
Waste Management	9	26	7	20	9	11	6	8	96	165
Temporary Foods/Special Events	3	25	0	0	0	5	5	3	41	1,541
Complaints	76	67	69	60	69	103	119	124	687	817
<b>TOTAL</b>	<b>648</b>	<b>859</b>	<b>458</b>	<b>231</b>	<b>484</b>	<b>776</b>	<b>544</b>	<b>558</b>	<b>4,558</b>	<b>15,682</b>
EHS Public Record Requests	204	274	399	154	225	286	223	244	2,009	3,508

**Epidemiology and Public Health Preparedness  
Division Director Staff Report  
Board Meeting Date: September 24, 2020**

**DATE:** September 9, 2020  
**TO:** District Board of Health  
**FROM:** Andrea Esp, MPH, CPH, CHES, EMS and PHP Program Manager, Acting EPHP  
Division Director  
775-326-6042, [aesp@washoecounty.us](mailto:aesp@washoecounty.us)  
**SUBJECT:** Communicable Disease, Public Health Preparedness, Emergency Medical Services,  
Vital Statistics

**Communicable Disease (CD)**

2019 Novel Coronavirus (COVID-19)

Over approximately a six month period the Epidemiology Program, Public Health Preparedness, Environmental Health, Clinical and Community Health Services staff, an Air Quality staff member, Nevada National Guard and recently hired contractors have interviewed 7,767 Washoe County residents who have been confirmed to be infected with COVID-19. Through these interviews, over 14,000 contacts to cases have been identified as having been exposed. Well over 15,000 letters have been produced and provided to employers, schools, daycares and medical providers on behalf of the cases and their contacts here in Washoe County.

July alone accounted for nearly one-third (1/3) of the cumulative cases to date and the Epidemiology Program is working in conjunction with providers, internal and external stakeholders to promote this year’s influenza vaccine in order to help reduce overall disease burden as we transition into the fall and winter season, which typically experience a drastic uptick in viral respiratory diseases.

Month Reported	# COVID-19 Cases Reported	% of Cumulative Cases
March	136	2%
April	764	10%
May	658	8%
June	1,233	16%
July	2,383	31%
August	2,119	27%
September (through 9/8)*	474	6%
<b>Total</b>	<b>7,767</b>	-

A pediatric task force was created in the later part of August in anticipation for the intensive case identification and contact tracing efforts in school and daycare settings, as the Washoe County School District elected to hold in person and hybrid (online and in person) classes this school season. The pediatric task force is composed of 12 members, six each day, seven days a week and they prioritize investigations of any case 0 to 18 years the day it is reported in order to identify possible school and daycare exposures. Since public school started the school year, August 18, 2020 (Tuesday), 1,440 total cases have been reported, of which 212 (6.8%) were between the ages of 0 to 18 years. Collectively the pediatric task force has interviewed 32 cases who attended school while infectious (this includes staff and students), 49 cases who opted into the Distance Learning Only option and have interviewed an additional 26 cases who did not attend school in person while infectious.

The COVID Pediatric Task Force has been meeting weekly with the Washoe County School District's Student Health Services staff to fine tune the process as each case at a school provides a learning opportunity to adjust the notification.

The Epidemiology Program has continued to host the weekly local provider call Friday at 9 AM. This call serves as a check-in for the Nevada State Public Health Laboratory, area hospitals and first responding agencies, as well as IHCC members and local area physicians to provide updates and ask questions as they related to COVID-19.

The Epidemiology Program in conjunction with UNR School of Community Health Services, Clinical and Community Health Services, Public Health Preparedness staff have finalized the methods for phase II of the seroprevalence project. The seroprevalence project involves collecting blood specimens from a representative sample of Washoe County residents in order to better assess the prevalence of SARS-CoV-2 virus infections by measuring for the presence of Immunoglobulin G antibody proteins (IgG) in the blood. If detected, it means the persons was likely infected and their immune system responded by producing antibodies to the virus. Phase I of this study was conducted in June and the data estimated approximately 2.3% of adults in Washoe County had possibly been infected to date. Phase II will take place the week of September 27, 2020 through October 3, 2020.

#### Other Communicable Disease Items

The Epidemiology program hired three new epidemiologists, two will be joining the Communicable Disease team and the third will be a COVID-specific Epidemiologist. One the three began on August 31, 2020, while the remaining two will start September 14, 2020.

Seasonal Influenza Surveillance - In preparation for influenza surveillance season officially starting October 3, 2020 two epidemiology staff members will be working on the weekly reports this season. The weekly reports will incorporate surveillance metrics and data for COVID-like Illness (CLI) in addition to Influenza-like Illness (ILI). Program staff are connecting with state and national surveillance personnel to ensure we have access to the appropriate data to provide consistently weekly snapshots for both influenza and COVID in one single report.

#### **Public Health Preparedness (PHP)**

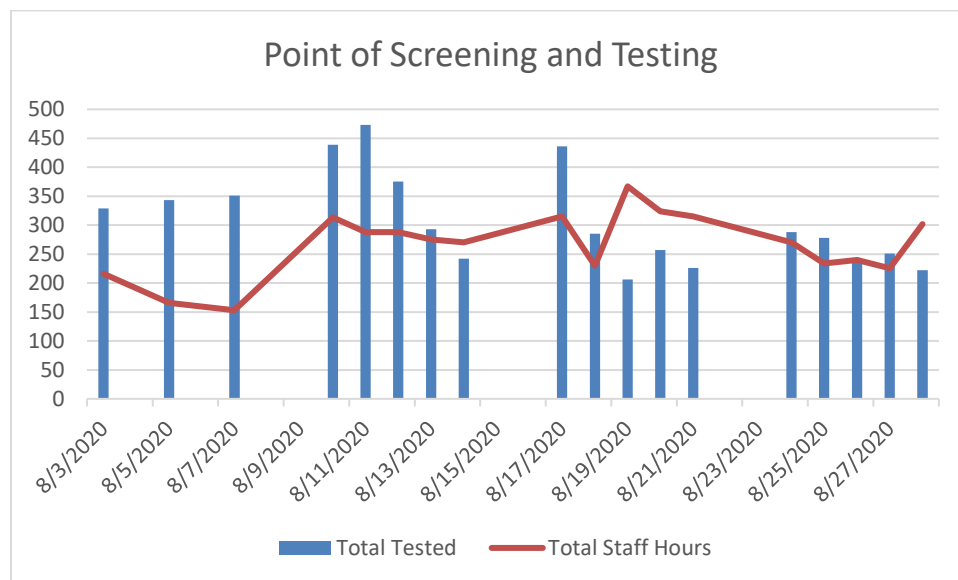
September is National Preparedness month and the PHP program developed a series of information flyers to highlight the emergency preparedness message to 'Make a plan, assemble a kit and stay informed'. PHP partnered with the Washoe County Emergency Management & Homeland



Security Program, to provide supplemental information in “goody” bags such as Washoe County 311 information and disposable masks along with the emergency preparedness flyers. These are being distributed to the community through the POST testing site. In addition to the activity at the POST, a social media campaign was created by PHP and is underway through the WCHD Facebook and Twitter sites with the hashtags #MakeaPlan, #BeReady, and #NationalPreparednessMonth.

The PHP program has also been working with community partners to establish Point of Dispensing (POD) dates for the fall influenza vaccine pushout. WCHD will be receiving 11,500 doses of influenza vaccine through the State of Nevada Immunization program to provide free vaccines to vulnerable populations in our community. The intent is to both increase the general rate of influenza vaccination in the community as well as providing training opportunities for our partners to run high volume POD sites.

From August 1 to August 27, the POST has tested **5,533** individuals and utilized **4,791** hours of labor to accomplish this task. Roughly half of the labor hours have been provided by the Air and Army National Guard. The other half has been a combination of Medical Reserve Corp volunteers, Reno Livestock Event Center Staff, paid staff (UNR hires), Community Emergency Response Team members and PHP staff, which have provided the onsite daily management of operations.



### **Inter-Hospital Coordinating Council**

The Hospital Preparedness Program (HPP) has been working with IHCC workgroups on many different items. The Hazard Vulnerability Assessment and Resource Gap Analysis were sent out for completion in September. These will be used to revise the Preparedness Guidelines and the Response Guide. The Alternate Care Site plan is in the process of being revised based on lessons learned during COVID-19.

PHP and EMS staff conducted a WebEOC training on August 13 on the various boards created by Health District Staff. Staff facilitated a hands-on training for 18 staff from Renown Health on the capabilities of WebEOC and the different boards healthcare personnel may need to use for patient tracking during incidents.

The Healthcare PHERC Coordinator and two coalition members attended the 2020 Preparedness Summit virtually on 25-27 August. Lessons learned will be discussed at a future IHCC meeting.

2460 COVID-19 testing kits were provided to 6 healthcare/EMS/Fire partners in the month of August, as requested, to help in the COVID-19 response.

### **Emergency Medical Service (EMS)**

EMS Statistician, Ms. Gunawan, presented the Fiscal Year 2020 Mid-Year Data Report draft to the District Board of Health on August 27, 2020. The motion was approved by the board for dissemination.

**REMSA Percentage of Compliant Responses**

<b>Month</b>	<b>Zone A</b>	<b>Zone B</b>	<b>Zone C</b>	<b>Zone D</b>	<b>Zone B,C, and D</b>	<b>All Zones</b>
July 2020	88%	-	-	-	84%	-
August 2020	85%				88%	

Fiscal Year 2020-2021 (Quarter 1)

Due to low call volumes in the separately defined response zones B, C and D, REMSA compliant response will be calculated in accordance with the Amended and Restated Franchise Agreement for Ambulance Service dated May 2, 2014, as combined zones B, C, and D for all Priority 1 calls.

Per the Franchise Agreement, REMSA shall insure that 90% of all presumptively defined life threatening calls have a response time of 8 minutes and 59 seconds or less within the combined Zone A areas. The response compliance also applies to Zones, B,C, and D with a response time of 15 minutes and 59 seconds or less for combined Zone B areas, 20 minutes and 59 seconds or less for the combined Zone C areas, and 30 minutes and 59 seconds or less for the combined Zone D areas.

For the month of August 2020, REMSA reported 85% compliance for Zone A Priority 1 calls, and 88% compliance for Zone B/C/D Priority 1 calls. REMSA has outlined a summary of interventions to the EMS Oversight Program and EMS partners to mitigate future non-compliances for response time. The summary of interventions have been submitted and reviewed by the District Board of Health (DBOH). The submitted interventions ensure that citizen continues to receive quality emergency care services in Washoe County.

EMS Statistician Anastasia Gunawan and EMS Coordinator Vicky Olson were able to visit REMSA and Sparks Fire Department this month to meet and strengthen relationships with regional partners.

The EMS Oversight Program is participating in weekly update Zoom meetings with REMSA and each of the fire agencies to discuss REMSA's recent changes to the EMS system. This has been beneficial in allowing the EMS agencies and the Oversight Program to provide updates and address any concerns.

**Vital Statistics**

Vital Statistics has continued to serve the public through the mail, online and in-person. Vital Statistics registered 468 deaths and 468 births.

**Number of Processed Death and Birth Records**

<b>August</b>	<b>In Person</b>	<b>Mail</b>	<b>Online</b>	<b>Total</b>
Death	1495	45	338	1878
Birth	826	98	358	1282
<b>Total</b>	2321	143	696	3160

**Office of the District Health Officer  
District Health Officer Staff Report  
Board Meeting Date: September 24, 2020**

**DATE:** September 10, 2020

**TO:** District Board of Health

**FROM:** Kevin Dick, District Health Officer  
775-328-2416; [kdick@washoecounty.us](mailto:kdick@washoecounty.us)

**SUBJECT:** District Health Officer Report – COVID-19, REMSA Response Information Request, Public Health Accreditation, Community Health Improvement Plan, Contact Investigations, Behavioral Health, and Public Communications and Outreach.

COVID-19

The Health District continues to work with the County and City Managers for the regional response to COVID-19 and the submittal of the weekly assessments and action plan report required by the State COVID-19 Task Force as the County exceeds thresholds for disease transmission established under the State County Tracker system. The report is presented and discussed at the Task Force weekly meetings and further coordination with Task Force members occurs throughout the week.

The Health District continues to operate the drive through Point of Screening and Testing at the Reno Sparks Livestock Events Center and isolates and conducts disease investigations on positive COVID-19 cases to identify and quarantine close contacts. The Epi team is in close communication and coordination with the school district and UNR regarding cases occurring in their students, staff and contacts that must be excluded from attending. Additional staff continues to be brought on to support the testing and disease investigation functions.

Due to the COVID-19 pandemic the Health District is providing additional flu vaccination clinics and Points of Dispensing (PODs) this fall in an attempt to increase vaccination rates. The immunization and preparedness programs are also planning for dispensing of the COVID-19 vaccination when it becomes available.

The Health District is also working with UNR epidemiologists and the Nevada State Public Health Lab to conduct a second Seroprevalence survey to identify people presenting with antibodies in order to determine the extent of exposure and infection with COVID-19 that has occurred in the community. Household members of randomly selected households have been invited to participate to be tested during the week of September 27.

The Health District is also assisting with contact and recruitment of individuals that have recovered from COVID-19 to participate in the Convalescent Plasma Study. This community-wide study led by physician researchers from Renown Health and UNR School of Medicine is a collaborative effort with Vitalant, county and state health districts, Saint Mary's Medical Center, Northern Nevada Medical Center, Carson

Tahoe Health, and the VA Sierra Nevada Health Care System, along with the many care providers in our area.

The District Board of Health Chair and Vice-Chair remain very engaged in the Health District response and are in close communication as the Health District continues to lead much of the regional response.

#### REMSA Response Information Request

A letter requesting information regarding REMSA responses to 911 calls which may be negatively impacting patient care or the agency's EMS or fire response capabilities following changes to the REMSA EMS response system made after the July 23, 2020 District Board of Health meeting was sent to the Chiefs of the Reno and Sparks Fire Departments and the Truckee Meadows Fire Protection District. The letter requested incident level data as well as any accompanying data, information, or records from the agency regarding REMSA call responses that should be investigated. The letter requested that the information be provided to the Health District by September 14, in accordance with the Interlocal Agreement for Emergency Medical Services Oversight.

#### Public Health Accreditation

Progress continues in preparing the PHAB annual report due in December of 2020. Out of eight measures that did not meet conformity, work is underway for three measures. The team is meeting weekly to review current progress and discuss challenges, and one-on-one meetings are being held with team members/subject matter experts to discuss documentation and review for full conformity. We are well on track for meeting our submission due date.

#### Community Health Improvement Plan (CHIP)

CHIP committees continue to meet and are being utilized for updates and opportunities for engagement. Several smaller items have already been completed and progress is being made towards larger goals. Progress of each objective and strategy is being tracked in anticipation of the annual report. The internal Office of the District Health Officer (ODHO) team will be meeting with each CHIP committee over the next several weeks to discuss potential projects for CHIP 3.0.

The Family Health Festival committee is meeting every other week to plan for the next event on October 15<sup>th</sup> at the Stead Airport. The committee will continue to organize a drive-through clinic providing flu vaccines, Mobile Harvest, and critical resources.

#### Contact Investigations

The Health Educator (HE) on the ODHO team continues to help lead one of four COVID-19 teams and is training the new lead on all COVID functions. The HE has continued to help the Epidemiology and Public Health Preparedness team on all COVID-19 Epidemiology Ops functions and is being trained on new tasks as needs arise. Cohorts of new disease investigators continue to be added to COVID-19 team and the leads are helping to orient them during training days.

#### Behavioral Health

The Resilience Project (the FEMA/SAMHSA grant to provide emergency behavioral health support as part of the COVID-19 response) is up and running in Washoe County. Washoe County Health District continues to collaborate with Washoe County Human Services Agency to facilitate outreach to individuals who have tested positive for COVID-19. Approximately 50 – 80 individuals per day receive a call from an Ambassador

to check on their mental health, listen to their concerns, provide suggestions to build coping skills and connect them to additional support and resources as needed.

The Health District continues to either lead or provide support in multiple important collaborative community initiatives. The Washoe County Regional Behavioral Health Policy Board has selected its Bill Draft Request for the upcoming legislative session and will be focused on substance abuse prevention and certification of the Peer Recovery Support Specialist workforce. The Board will now turn its attention to working on a behavioral health crisis stabilization initiative modeled after a successful national model known as Crisis Now. The Substance Abuse Task Force has kicked off the process to create a Community Overdose Response Plan. The jurisdictions continue to collaborate on Built for Zero while the Continuum of Care works to update its strategic plan, both focused on addressing the issue of homelessness in our community. And finally, Project Hello continues to focus efforts on reaching isolated seniors to address the high rate of suicide among seniors in Nevada.

#### Public Communications and Outreach

The Regional Information Center is working with the Washoe County Bar/Taproom Coalition to provide COVID-19 safety mitigation information to bar owners. A Zoom Call/Webinar was organized to present the updated operating requirements and answer questions. The [COVID19Washoe.com/business](https://www.COVID19Washoe.com/business) page has all the information on requirements for bar owners to operate safely.

The public relations firms hired by the Regional Information Center presented creative concepts on Wednesday, Sept. 16 in relation to the COVID-19 Outreach Campaign. BVK and KPS3 worked to address outreach to the Hispanic Community and the 20-29 age group, which is responsible for the greatest number of cases of any age group in Washoe County.

The weekly COVID-19 Media Briefings the past four weeks continued to be well-attended by media with District Health Officer answering multiple questions. To diversify the panel, we included guests such as Alex Woodley from City of Reno Code Enforcement, Washoe County Manager Eric Brown as well as Provost Kevin Carman and Dr. Cheryl Hug-English from the University of Nevada, Reno to discuss COVID-19-related issues.