

**WASHOE COUNTY
DISTRICT BOARD OF HEALTH**

Denis Humphreys, OD, Chairman
Matt Smith, Vice Chairman
George Furman, MD,
Councilman Dan Gustin
Commissioner Kitty Jung
Amy J Khan, MD, MPH
Councilwoman Julia Ratti

ANNOTATED AGENDA

Meeting of the
DISTRICT BOARD OF HEALTH
Health Department Building
South Auditorium
1001 East Ninth Street
Reno, Nevada
June 25, 2009
1:00 PM
NOTICE

PURSUANT TO NRS 241.020, PLEASE BE ADVISED THAT THE AGENDA FOR THE DISTRICT BOARD OF HEALTH MEETING HAS BEEN POSTED AT THE FOLLOWING LOCATIONS: WASHOE COUNTY HEALTH DISTRICT (1001 E. 9TH ST), RENO CITY HALL (1 E. 1ST ST), SPARKS CITY HALL (431 PRATER WAY), WASHOE COUNTY ADMINISTRATION BUILDING (1001 E. 9TH ST), AND ON THE WASHOE COUNTY HEALTH DISTRICT WEBSITE @ WWW.WASHOECOUNTY.US/HEALTH. PUBLIC COMMENT IS LIMITED TO THREE (3) MINUTES PER PERSON.

The Board of Health may take action on the items denoted as “(action)”.

Business Impact Statement – A Business Impact Statement is available at the District Health Department for those items denoted with a \$

1. Call to Order, Pledge of Allegiance Led by Invitation	HELD
2. Roll Call	HELD
3. Public Comment (3 minute time limit per person)	NO COMMENTS PRESENTED
4. Approval/Deletions to the Agenda for the June 25, 2009 (action)	APPROVED
5. Approval/Additions/Deletions to the Minutes of the Regular Meeting of May 28, 2009 (action)	APPROVED AS AMENDED

6. Recognitions

7. Consent Agenda

Matters, which the District Board of Health may consider in one motion. Any item, however, may be discussed separately by Board member request. Any exceptions to the consent agenda must be stated prior to approval.

A. Air Quality Management Cases

1. Recommendation to Uphold Citations Unappealed to the Air Pollution Control Hearing Board

a. No Cases This Month

2. Recommendations of Cases Appealed to the Air Pollution Control Hearing Board

a. No Cases This Month

B. Recommendation to Approve Variance Case(s) Presented to the Sewage, Wastewater & Sanitation Hearing Board

1. No Cases This Month

C. Budget Amendments / Interlocal Agreements / Authorized Position Control Numbers

- | | |
|---|----------|
| 1. Approval of Grant Program Contract Between Washoe County and the Washoe County Health District to Award Local Emergency Planning Committee (LEPC) Grant Funding in the Amount of \$4,572 for the Hazardous Materials Program for the Period Upon Approval Through June 30, 2010 (action) | APPROVED |
| 2. Ratification of Interlocal Agreement Between the Washoe County Health District and the Board of Regents of the Nevada System of Higher Education to Provide Educational Opportunities for Orvis School of Nursing Students to Engage in Practical Application of Classroom Instruction in a Public Health Agency Environment, Effective Upon Approval of the Board of Regents and the District Board of Health Through June 30, 2010 (action) | APPROVED |
| 3. Ratification of Interlocal Agreement Between the Washoe County Health District and the University of Nevada School of Medicine Integrated Clinical Services, Inc. and the University of Nevada School of Medicine Multispecialty Group Practice North in the Amount of \$10,200 to Provide Physician Consultative Services for the Sexually Transmitted Disease Clinic for the Period of July 1, 2009 Through June 30, 2010 (action) | APPROVED |
| 4. Ratification of Interlocal Agreement Between the Washoe County Health District and Washoe County Through its Department of Social Services to Provide Health Care Services to Women with Cervical Dysplasia for the Period of July 1, 2009 Through June 30, 2010 (action) | APPROVED |
| 5. Ratification of Interlocal Agreement Between the Washoe County Health District and Washoe County Through its Department of Juvenile Services to Provide Consultative and Clinical Services for the Period Upon Ratification Through June 30, 2010 (action) | APPROVED |
| 6. Ratification of Interlocal Agreement Between the Washoe County Health District and the Board of Regents of the Nevada System of Higher Education to Provide Educational Opportunities for School of Public Health Students to Engage in Practical Application of Classroom Instruction in a Public Health Agency Environment, Effective Upon the Approval of the District Board of Health and the Board of Regents Through June 30, 2010 (action) | APPROVED |
| 7. Ratification of Agreement Between the Washoe County Health District and the Washoe County School District to Provide Student Educational Experiences as Part of Career Exploration in Public Health Related Professions, Effective Upon Approval of the District Board of Health Through June 30, 2010 (action) | APPROVED |

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|--------------------|---|-----------------------|
| 8. | Ratification of the Interlocal Agreement Between the Washoe County Health District and the University of Nevada School of Medicine Integrated Clinical Services, Inc., and the University of Nevada School of Medicine Multispecialty Group Practice North, Inc., dba MEDSchool Associates North (MSAN), in the Total Amount of \$7,650 to Provide Physician Consultative Services for the Period of July 1, 2009 Through June 30, 2010
(action) | APPROVED |
| 9. | Ratification of Interlocal Agreement Between the Washoe County Health District and the University of Nevada School of Medicine Integrated Clinical Services, Inc., and the University of Nevada School of Medicine Multispecialty Group Practice North, Inc., dba MEDSchool Associates North (MSAN) in the Total Amount of \$2,700 to Provide Laboratory Director Services for the Period of July 1, 2009 Through June 30, 2010
(action) | APPROVED |
| 10. | Ratification of Interlocal Agreement Between the Washoe County Health District and the Board of Regents of the Nevada System of Higher Education to Provide Community and Clinical Public Health Opportunities for School of Medicine Residents During Their Preceptorship Experience, Effective Upon Execution by Both Parties Through June 20, 2010
(action) | APPROVED |
| 11. | Retroactive Approval of District Health Officer's Acceptance of the Grant Agreement from the US Environmental Protection Agency (EPA) in the Amount of \$632,649 for the Air Quality Management EPA Base Grant Program Budget, IO 10019, for the Period of October 1, 2008 Through September 30, 2009
(action) | APPROVED |
| 12. | Retroactive Approval of the Subgrant Award from the Nevada State Health Division, in the Total Amount of \$125,463 in Support of the Tobacco Education and Prevention and Diabetes Prevention and Control Program Grants (IO 10010 & IO 10747) for the Period of March 30, 2009 to March 29, 2010; and Approval of Budget Amendments Totaling a Net Increase of \$2,911 in Both Revenue and Expenses
(action) | APPROVED |
| D. Donation | | |
| 1. | Acknowledgement of Acceptance of Donation from the Nevada State Health Division of Items to be Used by and for the Benefit of the Washoe County Health District Tuberculosis (TB) Program in the Amount of \$2,872.04
(action) | ACCEPTED |
| 8. | Air Pollution Control Hearing Board Cases – Appealed to the District Board of Health
A. No Cases This Month | |
| 9. | Regional Emergency Medical Services Authority
A. Review and Acceptance of the Operations and Financial Report for May 2009
(action)
B. Update of REMSA's Community Activities Since May 2009 | ACCEPTED
PRESENTED |
| 10. | Review and Acceptance of the Monthly Public Health Fund Revenue and Expenditure for May 2009
(action) | ACCEPTED |
| 11. | Update and Possible Acceptance of Staff's Final Report for the 2009 Legislative Session
(action) | ACCEPTED |
| 12. | Presentation – iRefill Water Bottle Program | PRESENTED |
| 13. | Staff Reports and Program Updates
A. Director, Epidemiology and Public Health Preparedness – Communicable Disease; Public Health Preparedness (PHP) Activities
B. Director, Community and Clinical Health Services – CCHS Administration; Chronic Disease Prevention Program; Sexual Health Program; TB Program; Home Visiting Nurse Program; Family Planning Program; and Immunization Program
C. Director, Environmental Health Services – Vector-Borne Diseases and Prevention Program Activities; Special Events/Temporary Food Permits; Public Information and Outreach Activities | PRESENTED |

D. Director, Air Quality Management - Monthly Report of Air Quality: Everything Green, Monitoring/Planning Activities, Permitting Activities, Compliance/Inspection Activity, and Enforcement Activity

E. Administrative Health Services Officer – NO REPORT THIS MONTH

F. District Health Officer – A(H1N1) Presentations; Academic Partnerships

14. Board Comment – Limited to Announcements or Issues for Future Agendas
15. Adjournment (**action**)

COMMENTS PRESENTED

ADJOURNED

NOTE: Facilities in which this meeting is being held are accessible to the disabled. Persons with disabilities who require special accommodations or assistance at the meeting should call the Administrative Health Services Division, 328-2410, 24-hours prior to the meeting.

**WASHOE COUNTY
DISTRICT BOARD OF HEALTH**

Denis Humphreys, OD, Chairman
Matt Smith, Vice Chairman
George Furman, MD,
Councilman Dan Gustin
Commissioner Kitty Jung
Amy J Khan, MD, MPH
Councilwoman Julia Ratti

A G E N D A

Meeting of the
DISTRICT BOARD OF HEALTH
Health Department Building
South Auditorium
1001 East Ninth Street
Reno, Nevada
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1:00 PM
NOTICE

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The Board of Health may take action on the items denoted as **"(action)"**.

Business Impact Statement – A Business Impact Statement is available at the District Health Department for those items denoted with a \$

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|----------------|---|---------------|
| 1:00 PM | 1. Call to Order, Pledge of Allegiance Led by Invitation | Dr. Humphreys |
| | 2. Roll Call | Ms. Smith |
| | 3. Public Comment (3 minute time limit per person) | Dr. Humphreys |
| | 4. Approval/Deletions to the Agenda for the June 25, 2009 (action) | Dr. Humphreys |
| | 5. Approval/Additions/Deletions to the Minutes of the Regular Meeting of May 28, 2009 (action) | Dr. Humphreys |

6. Recognitions Dr. Humphreys
- A. Years-of-Service
1. Scott Monsen - EHS – 10 Years
- B. Presentation of Plaque to the District Health Department by Mr. George Ochs, Director, Western Nevada Regional Science & Engineering Fair
7. Consent Agenda Dr. Humphreys
- Matters, which the District Board of Health may consider in one motion. Any item, however, may be discussed separately by Board member request. Any exceptions to the consent agenda must be stated prior to approval.
- A. Air Quality Management Cases
1. Recommendation to Uphold Citations Unappealed to the Air Pollution Control Hearing Board Mr. Bonderson
- a. No Cases This Month
2. Recommendations of Cases Appealed to the Air Pollution Control Hearing Board Mr. Bonderson
- a. No Cases This Month
- B. Recommendation to Approve Variance Case(s) Presented to the Sewage, Wastewater & Sanitation Hearing Board Mr. Coulter
1. No Cases This Month
- C. Budget Amendments / Interlocal Agreements / Authorized Position Control Numbers
1. Approval of Grant Program Contract Between Washoe County and the Washoe County Health District to Award Local Emergency Planning Committee (LEPC) Grant Funding in the Amount of \$4,572 for the Hazardous Materials Program for the Period Upon Approval Through June 30, 2010 **(action)**
2. Ratification of Interlocal Agreement Between the Washoe County Health District and the Board of Regents of the Nevada System of Higher Education to Provide Educational Opportunities for Orvis School of Nursing Students to Engage in Practical Application of Classroom Instruction in a Public Health Agency Environment, Effective Upon Approval of the Board of Regents and the District Board of Health Through June 30, 2010 **(action)**
3. Ratification of Interlocal Agreement Between the Washoe County Health District and the University of Nevada School of Medicine Integrated Clinical Services, Inc. and the University of Nevada School of Medicine Multispecialty Group Practice North in the Amount of \$10,200 to Provide Physician Consultative Services for the Sexually Transmitted Disease Clinic for the Period of July 1, 2009 Through June 30, 2010 **(action)**
4. Ratification of Interlocal Agreement Between the Washoe County Health District and Washoe County Through its Department of Social Services to Provide Health Care Services to Women with Cervical Dysplasia for the Period of July 1, 2009 Through June 30, 2010 **(action)**
5. Ratification of Interlocal Agreement Between the Washoe County Health District and Washoe County Through its Department of Juvenile Services to Provide Consultative and Clinical Services for the Period Upon Ratification Through June 30, 2010 **(action)**
6. Ratification of Interlocal Agreement Between the Washoe County Health District and the Board of Regents of the Nevada System of Higher Education to Provide Educational Opportunities for School of Public Health Students to Engage in Practical Application of Classroom Instruction in a Public Health Agency Environment, Effective Upon the Approval of the District Board of Health and the Board of Regents Through June 30, 2010 **(action)**
7. Ratification of Agreement Between the Washoe County Health District and the Washoe County School District to Provide Student Educational Experiences as Part of Career Exploration in Public Health Related Professions, Effective Upon Approval of the District Board of Health Through June 30, 2010 **(action)**

8. Ratification of the Interlocal Agreement Between the Washoe County Health District and the University of Nevada School of Medicine Integrated Clinical Services, Inc., and the University of Nevada School of Medicine Multispecialty Group Practice North, Inc., dba MEDSchool Associates North (MSAN), in the Total Amount of \$7,650 to Provide Physician Consultative Services for the Period of July 1, 2009 Through June 30, 2010 **(action)**
9. Ratification of Interlocal Agreement Between the Washoe County Health District and the University of Nevada School of Medicine Integrated Clinical Services, Inc., and the University of Nevada School of Medicine Multispecialty Group Practice North, Inc., dba MEDSchool Associates North (MSAN) in the Total Amount of \$2,700 to Provide Laboratory Director Services for the Period of July 1, 2009 Through June 30, 2010 **(action)**
10. Ratification of Interlocal Agreement Between the Washoe County Health District and the Board of Regents of the Nevada System of Higher Education to Provide Community and Clinical Public Health Opportunities for School of Medicine Residents During Their Preceptorship Experience, Effective Upon Execution by Both Parties Through June 20, 2010 **(action)**
11. Retroactive Approval of District Health Officer's Acceptance of the Grant Agreement from the US Environmental Protection Agency (EPA) in the Amount of \$632,649 for the Air Quality Management EPA Base Grant Program Budget, IO 10019, for the Period of October 1, 2008 Through September 30, 2009 **(action)**
12. Retroactive Approval of the Subgrant Award from the Nevada State Health Division, in the Total Amount of \$125,463 in Support of the Tobacco Education and Prevention and Diabetes Prevention and Control Program Grants (IO 10010 & IO 10747) for the Period of March 30, 2009 to March 29, 2010; and Approval of Budget Amendments Totaling a Net Increase of \$2,911 in Both Revenue and Expenses **(action)**

D. Donation

1. Acknowledgement of Acceptance of Donation from the Nevada State Health Division of Items to be Used by and for the Benefit of the Washoe County Health District Tuberculosis (TB) Program in the Amount of \$2,872.04 **(action)**

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| 8. | Air Pollution Control Hearing Board Cases – Appealed to the District Board of Health
A. No Cases This Month | Mr. Bonderson |
| 9. | Regional Emergency Medical Services Authority
A. Review and Acceptance of the Operations and Financial Report for May 2009 (action)
B. Update of REMSA's Community Activities Since May 2009 | Mr. Smith |
| 10. | Review and Acceptance of the Monthly Public Health Fund Revenue and Expenditure for May 2009 (action) | Ms. Coulombe |
| 11. | Update and Possible Acceptance of Staff's Final Report for the 2009 Legislative Session (action) | Ms. Stoll-Hadayia |
| 12. | Presentation – iRefill Water Bottle Program | Ms. Douglas |
| 13. | Staff Reports and Program Updates
A. Director, Epidemiology and Public Health Preparedness – Communicable Disease; Public Health Preparedness (PHP) Activities
B. Director, Community and Clinical Health Services – CCHS Administration; Chronic Disease Prevention Program; Sexual Health Program; TB Program; Home Visiting Nurse Program; Family Planning Program; and Immunization Program
C. Director, Environmental Health Services – Vector-Borne Diseases and Prevention Program Activities; Special Events/Temporary Food Permits; Public Information and Outreach Activities | Dr. Todd
Ms. Brown
Mr. Sack
Mr. Goodrich |

D. Director, Air Quality Management - Monthly Report of Air Quality: Everything Green, Monitoring/Planning Activities, Permitting Activities, Compliance/Inspection Activity, and Enforcement Activity

E. Administrative Health Services Officer – NO REPORT THIS MONTH

Ms. Coulombe

F. District Health Officer – A(H1N1) Presentations; Academic Partnerships

Dr. Anderson

14. Board Comment – Limited to Announcements or Issues for Future Agendas

Dr. Humphreys

15. Adjournment (**action**)

Dr. Humphreys

NOTE: Facilities in which this meeting is being held are accessible to the disabled. Persons with disabilities who require special accommodations or assistance at the meeting should call the Administrative Health Services Division, 328-2410, 24-hours prior to the meeting.

WASHOE COUNTY DISTRICT BOARD OF HEALTH MEETING
 Board Room - Health Department Building
 Wells Avenue at Ninth Street

June 25, 2009

	<u>Page</u>
Roll Call	1
Public Comment	1
Approval/Additions/Deletions – Agenda – June 25, 2009	1 - 2
Review – Approval of Minutes – DBOH Meeting of may 28, 2009	2
Recognitions	2
Consent Agenda – Budget Amendments/Interlocal Agreements	
Grant Program Contract - Washoe County – Washoe County Health District –	3
LEPC Grant Funding – \$4,572 - Hazardous Materials Program	
Interlocal Agreement - Washoe County Health District – Board of Regents –	3
Nevada Higher Education – Educational Opportunities – Orvis School of Nursing	
Students	
Interlocal Agreement - Washoe County Health District – University of NV School	3
of Medicine Integrated Clinical Services, Inc. – University of NV School of Medicine	
Multispecialty Group Practice North – \$10,200 ` Physician Consultative Services –	
Sexually Transmitted Disease Clinic	
Interlocal Agreement - Washoe County Health District - Washoe County – Social	4
Services – Health Care Services to Women	
Interlocal Agreement - Washoe County Health District – Washoe County –	4
Juvenile Services – Consultative and Clinical Services	
Interlocal Agreement - Washoe County Health District – Board of Regents – NV	4
System of Higher Education – Provide Educational Opportunities – School of	
Public Health – Practical Application Classroom Instruction – Public Health Agency	
Agreement - Washoe County Health District - Washoe County School District –	4
Student Educational Experiences – Public Health-Related Professions	
Interlocal Agreement - Washoe County Health District – University of NV School	4 - 5
of Medicine Integrated Clinical Services, Inc. – University of NV School of Medicine	
Multispecialty Group Practice North, Inc. dba MEDSchool Associates North	
(MSAN) - \$7,650 – Physician Consultative Services	
Interlocal Agreement - Washoe County Health District – University of NV School	5
of Medicine Multispecialty Group Practice North, Inc., dba MEDSchool Associates	
North (MSAN) - \$2,700 – Laboratory Director Services	

WASHOE COUNTY DISTRICTBOARD OF HEALTH MEETING

June 25, 2009

Page 2

	<u>Page</u>
Interlocal Agreement - Washoe County Health District – Board of Regents – Nevada System of Higher Education – Provide Community and Clinical Public Health Opportunities – School of Medicine Residents – Preceptorship Experience	5
Retroactive Approval – District Health Officer’s Acceptance – Grant Agreement – US EPA - \$632,649 – Air Quality Management EPA Base Grant Program Budget, IO 10019	5
Retroactive Subgrant Award – NV State Health Division – Total Amount of \$125,463 – Support of the Tobacco Education and Prevention and Diabetes Prevention and Control Program Grants (IO 10010 & IO 10747); and Approval of Budget Amendments Totaling an Net Increase of \$2,911	5
Donation – NV State Health Division - Washoe County Health District Tuberculosis (TB) Program - \$2,872.04	6
Regional Emergency Medical Services Authority	
A. Review and Acceptance of Operations and Financial Report for May 2009	6
B. Update on REMSA’s Activities Since May 2009	6 - 7
Consideration – Acceptance of District Health Department Monthly Public Health Fund Revenue and Expenditures for May 2009	7
Update – Acceptance – Staff’s June Final Report – 2009 Legislative Session	7 - 9
Presentation – iRefill Water Bottle Program	9 - 10
Staff Reports	
A) EPI-Center Director	10 – 13
B) Division Director – Community and Clinical Health Services	13
C) Division Director – Environmental Health Services	13 – 15
D) Division Director – Air Quality Management	15
E) Division Director – Administrative Health Services Officer	15
F) District Health Officer	15
Board Comment	16
Adjournment	16

WASHOE COUNTY DISTRICT BOARD OF HEALTH MEETING
JUNE 25, 2009

PRESENT: Denis Humphreys, OD, Chairman; Mr. Matt Smith, Vice Chairman; George Furman, MD; Councilman Dan Gustin; Commissioner Kitty Jung; Amy Khan, MD; and Commissioner Julia Ratti

ABSENT: None

STAFF: Dr. Mary Anderson, MD, Di; Eileen Coulombe, Administrative Health Services Officer; Bob Sack, Director, Environmental Health Services; Andrew Goodrich, Director, Air Quality Management; Dr. Randall Todd, Director, Epi and Public Health Preparedness; Patsy Buxton, Fiscal Compliance Officer; Lori Cooke, Fiscal Compliance Officer; Noel Bonderson, Air Quality Supervisor; Candy Hunter, Nursing Supervisor; Dave McNinch, Environmental Health Services Specialist Supervisor; Jim English, Senior Environmental Health Specialist; Tony Macaluso, Senior Environmental Health Specialist; Judy Davis, Public Information Specialist; Tracie Douglas, Public Information Specialist; Steve Fisher, Department Computer Application Specialist; Jennifer Stoll-Hadayia, Public Health Program Manager; Janet Smith, Recording Secretary and Leslie Admirand, Deputy District Attorney

At 1:00pm, Chairman Humphreys called the Washoe County District Board of Health meeting to order, followed by the Pledge of Allegiance led by Mr. Matt Smith, Vice Chairman of the District Board of Health.

ROLL CALL

Roll call was taken and a full membership of the Board noted.

PUBLIC COMMENT

No public comment was presented.

APPROVAL/ADDITIONS – AGENDA – JUNE 25, 2009

Chairman Humphreys called for approval of the agenda of the Washoe County District Board of Health meeting of June 25, 2009.

MOTION: Mr. Gustin moved, seconded by Dr. Khan, that the District Board of Health agenda for the June 25, 2009 meeting be approved as presented. Motion carried unanimously.

APPROVAL/ADDITIONS/CORRECTIONS – MINUTES – MAY 28, 2009

Chairman Humphreys advised that on page two (2) of the May 28, 2009 minutes, within Recognitions, there is a repeated line, which should be deleted; that on page three (3), the tenth line of the third paragraph should read: "... Services and Administrators Citation..."; that on page five (5), the second line of the fourth paragraph should read: "...mapping systems "keep up with all..." .

MOTION: Dr. Khan moved, seconded by Ms. Ratti, that the minutes of the May 28, 2009 District Board of Health meeting be approved as corrected. Motion carried unanimously for approval.

RECOGNITIONS

Dr. Mary Anderson, District Health Officer, read a letter into the record, from Mr. George Ochs, Director, Western Nevada Regional Science and Engineering Fair, dated March 28, 2009, commending the Washoe County Health District for "its continued support of the Western Nevada Regional Science and Engineering Fair", which was represented by twelve (12) Counties in Nevada submitting 1200 entries from 130 schools.

Mr. George Ochs, Director, Western Nevada Regional Science and Engineering Fair, presented a plaque of recognition to the Washoe County Health District, advising that "thanks to the support of the Health District and the Air Quality Management Division", the participating students received "some great prizes, with some of the teachers receiving monetary awards for the classrooms." Mr. Ochs stated that he would "thank Mr. Noel Bonderson" for his assistance. Mr. Ochs stated that for ten (10) years he was the Washoe County School District's Science Coordinator; that during his tenure, through the efforts of the Washoe County Health District, the School District was able to award approximately \$200,000 directly to the Washoe County Schools to work on individual air quality projects."

CONSENT AGENDA – BUDGET AMENDMENTS/INTERLOCAL AGREEMENTS/AUTHORIZED POSITION CONTROL NUMBERS

The Board was advised that Staff recommends **approval** of the **Grant Program Contract** between **Washoe County** and the **Washoe County Health District** to award the **Local Emergency Planning Committee (LEPC) Grant Funding** in the amount of **\$4,572** for the **Hazardous Materials Program** for the period upon approval through June 30, 2010.

MOTION: **Mr. Gustin moved, seconded by Dr. Khan, that the Grant Program Contract for the Local Emergency Planning Committee (LEPC) Grant Funding for the Hazardous Materials Program, be approved as outlined and the Chairman authorized to execute on behalf of the Board. Motion carried unanimously.**

The Board was advised that Staff recommends **ratification** of the **Interlocal Agreement** between the **Washoe County Health District** and the **Board of Regents** of the **Nevada System of Higher Education** to **provide educational opportunities** for **Orvis School of Nursing students** to engage in practical application of classroom instruction in a public health agency environment, effective upon approval of the Board of Regents and the District Board of Health through June 30, 2010.

Dr. Furman stated that he supports the collaborative efforts of the Health District with the "various organizations for educational opportunities"; however, he would request information specific to "what these efforts cost; how much time is expended by the consultants and others involved, what specialty is involved; how many students are involved and the time expended with students." Dr. Furman stated "that some of this has to do with finances, as teaching takes time; that these costs don't include time spent and the money comes from the Health budget."

In response to Dr. Furman, Ms. Patsy Buxton, Fiscal Compliance Officer, advised that Staff will confer with Ms. Brown to obtain this information to report to the Board.

The Board was advised that Staff recommends **ratification** of the **Interlocal Agreement** between the **Washoe County Health District** and the **University of Nevada School of Medicine Integrated Clinical Services, Inc.** and the **University of Nevada School of Medicine Multispecialty Group Practice North** in the **total amount of \$10,200** to provide physician consultative services for the **Sexually Transmitted Disease Clinic** for the period of July 1, 2009 through June 30, 2010.

The Board was advised that Staff recommends **ratification** of the **Interlocal Agreement** between the **Washoe County Health District** and **Washoe County** through its **Department of Social Services**, at a cost **not to exceed a total amount of \$12,000** to provide health care services to women with cervical dysplasia for the period of July 1, 2009 through June 30, 2010.

Dr. Furman stated that a concern regarding the health care services for cervical dysplasia is whether some of these patients qualify for Medicaid.

Mr. Gustin stated that his concerns were similar to Dr. Furman's; however, he would further question if the \$12,000 budgeted is adequate and if these amounts will have to be supplemented. Mr. Gustin stated that he would question is "this amount and the amount for the Agreement with Juvenile Services (7.C.5.) and how much this amount is expected to cover."

The Board was advised that Staff recommends **ratification** of the **Interlocal Agreement** between the **Washoe County Health District** and **Washoe County** through its **Department of Juvenile Services** to provide consultative and clinical services for the period upon ratification through June 30, 2010.

The Board was advised that Staff recommends **ratification** of the **Interlocal Agreement** between the **Washoe County Health District** and the **Board of Regents** of the **Nevada System of Higher Education** to provide educational opportunities for **School of Public Health students** to engage in practical application of classroom instruction in a public health agency environment, effective upon approval of the District Board of Health and the Board of Regents through June 30, 2010.

The Board was advised that Staff recommends **ratification** of the **Agreement** between the **Washoe County Health District** and the **Washoe County School District** to provide **student educational experiences** as a component of career exploration in public health related professions, effective upon approval of the District Board of Health through June 30, 2010. Chairman Humphreys introduced Ms. Haley LiCon, a student from Wooster High School, advising that Ms. LiCon is in the Gifted and Talented Program and an International Baccalaureate; that Ms. LiCon "is taking advantage of this opportunity to learn about the Health Department."

The Board was advised that Staff recommends **ratification** of the **Interlocal Agreement** between the **Washoe County Health District** and the **University of Nevada School of Medicine Integrated Clinical Services, Inc.**, and the **University of Nevada School of Medicine**

Multispecialty Group Practice North, Inc., dba MEDSchool Associates North (MSAN) in the total amount of \$7,650 to provide physician consultative services for the period of July 1, 2009 through June 30, 2010.

The Board was advised that Staff recommends **ratification** of the **Interlocal Agreement** between the **Washoe County Health District** and the **University of Nevada School of Medicine Integrated Clinical Services, Inc.**, and the **University of Nevada School of Medicine Multispecialty Group Practice North, Inc., dba MEDSchool Associates North (MSAN)** in the **total amount of \$2,700** to provide laboratory director services for the period of July 1, 2009 through June 30, 2010.

The Board was advised that Staff recommends **ratification** of the **Interlocal Agreement** between the **Washoe County Health District** and the **Board of Regents of the Nevada System of Higher Education** to provide community and clinical public health opportunities for **School of Medicine residents** during their preceptorship experience, effective upon execution by both parties through June 30, 2010.

MOTION: Ms. Jung moved, seconded by Dr. Furman, that the Interlocal Agreements and the Agreement be approved as outlined and the Chairman authorized to execute on behalf of the Board where applicable. It was further ordered that Staff include the additional information for the collaborative agreements as discussed.
Motion carried unanimously.

The Board was advised that Staff recommends **retroactive approval** of the **District Health Officer's acceptance** of the **Grant Agreement** from the **US Environmental Protection Agency (EPA)** in the amount of **\$632,649** for the **Air Quality Management EPA Base Grant Program** budget, **IO 10019**, for the period of October 1, 2008 through September 30, 2009.

The Board was advised that Staff recommends **retroactive approval** of the **Subgrant Award** from the **Nevada State Health Division** in the **total amount of \$125,463** in support of the **Tobacco Education and Prevention and Diabetes Prevention and Control Program Grants (IO 10010 & IO 10747)** for the period of March 30, 2009 through March 29, 2010; and **approval** of budget **amendments totaling a net increase of \$2,911** in both revenue and expenses.

MOTION: Mr. Gustin moved, seconded by Dr. Khan, that the retroactive approval of the District Health Officer's acceptance of the Grant Agreement; and the Subgrant Award, with the corresponding budget amendments be approved as outlined.
Motion carried unanimously.

CONSENT AGENDA – ACCEPTANCE – DONATION

The Board was advised that Staff recommends **acknowledges acceptance** of the **donation** of items from the **Nevada State Health Division**, at a value of **\$2,872.04**, to be utilized by and for the benefit of the **Washoe County Health District's Tuberculosis (TB) Program**.

MOTION: Mr. Gustin moved, seconded by Dr. Khan, that the Board of Health acknowledges acceptance of the donation of items from the Nevada State Health Division for the District Health Department's Tuberculosis (TB) Program.
Motion carried unanimously.

REGIONAL EMERGENCY MEDICAL SERVICES AUTHORITY

A. Review and Acceptance of the Operations and Financial Report – May 2009

Mr. Jim Gubbels, Vice President of REMSA, advised that the Board members were provided with a copy of the May 2009 Operations and Financial Report; that the emergency response time for life-threatening calls in May 2009 was 93% and 96% for non-life threatening calls, with an overall average response time of five minutes and fifty-seven seconds (5:57); and an overall monthly average travel time of four minutes and fifty-three seconds (4:53). Mr. Gubbels advised that the overall monthly average bill for air ambulance service was \$5,881, with a year-to-date average of \$6,138. Mr. Gubbels advised that the overall monthly average bill for ground ambulance service was \$886, with a year-to-date average of \$882.

MOTION: Mr. Smith moved, seconded by Mr. Gustin, that the REMSA Operations and Financial Report for May 2009 be accepted as presented.
Motion carried unanimously.

B. Update of REMSA's Community Activities Since May 2009

Mr. Gubbels advised that Ms. Jane Miller, BS, RN, former Vice President of REMSA's Care Flight Operations was awarded the *Lifetime Achievement Award* from "a panel of her peers" at the Northern Nevada Nurses of Achievement annual awards ceremony. Mr. Gubbels advised that Ms. Miller was "one of the first chief flight nurses with Life Flight through Renown (then Washoe Medical Center); that in 1985 Ms. Miller became director of Care Flight and in 1991 Ms. Miller became Vice President of Care Flight serving until 2000." Mr. Gubbels advised that currently Ms. Miller serves as Vice President for Accreditation; that her "focus at REMSA/Care Flight is the coordination of the three (3) accreditations the organization holds as ground and air pre-hospital service." Mr. Gubbels stated that REMSA is "very proud of Ms. Miller."

Mr. Gubbels presented the Board members with whistles, advising that the whistles are "part of the *Water Watcher Program*", a component of the "*Safe Kids Washoe County Program*", to promote water safety for children. Mr. Gubbels advised that the whistles are for use by "an adult who accepts the responsibility to remain with and watch over any child who is in the water" regardless of whether it is in a backyard pool, lake or river. Mr. Gubbels advised that these whistles will be distributed throughout the community; that St. Mary's Hospital and Double Diamond Athletic Club will be assisting in the distribution. In response to Chairman Humphreys regarding any public notification regarding the whistles, Mr. Gubbels stated that there will be a press release promoting this program and where the whistles can be obtained.

REVIEW – ACCEPTANCE – MONTHLY PUBLIC HEALTH FUND REVENUE AND EXPENDITURE REPORT – MAY 2009

Ms. Eileen Coulombe, Administrative Health Services Officer, advised that the Board member have been provided with a copy of the Health Fund Revenue and Expenditure Report for the month of May 2009. Ms. Coulombe reviewed the Report, advising that Ms. Buxton and Ms. Cooke are to be commended for their efforts in "cash management." Ms. Coulombe stated that the Environmental Oversight Account is noted; that Staff recommends the Board accept the Report as presented. Ms. Coulombe advised that next month she will present a more detailed report on "payouts and incentives" for the end of the Fiscal Year.

**MOTION: Ms. Ratti moved, seconded by Dr. Khan, that the District Health Department's Revenue and Expenditure Report for May 2009 be accepted as presented.
Motion carried unanimously.**

UPDATE – POSSIBLE ACCEPTANCE – STAFF'S FINAL REPORT – 2009 LEGISLATIVE SESSION

Ms. Jennifer Stoll-Hadayia, Public Health Program Manager, advised that the Board members have been provided with a copy of the Department's final Legislative Team Report for the month of June (a copy of which was placed on file for the record). Ms. Stoll-Hadayia reviewed the process utilized by the Legislative Team, advising that it included "Bill tracking and analysis; coordination of positions and messages (i.e., among health authorities; community coalitions; County Government Affairs; other County departments and governmental entities; District Board of Health members; and other lobbyists); and proactive responses on high-priority legislation (i.e., providing subject matter expertise through testimony, exhibits, letters; research and input for legislative staff)."

WASHOE COUNTY DISTRICT BOARD OF HEALTH MEETING

June 25, 2009

Page 8

Ms. Stoll-Hadayia advised that the Department's Legislative Team responded to requests from the Washoe County Government Affairs for Bill analysis and entered the Department's comments and position in WashoeBills.com; that further, Staff monitored Bills through the Legislature's personalized Bill tracking website. Ms. Stoll-Hadayia stated that this information was also entered into the Department's Bill Tracking Matrix, which was provided to the Board members on a weekly basis. Ms. Stoll-Hadayia stated that Staff developed a "Bill Evaluation Template", which would be completed by 'the subject matter experts and Staff; and that Staff created "an extensive folder system on the shared drives" to ensure all versions of all Bills and the analysis were maintained. Ms. Stoll-Hadayia advised that Staff presented monthly Reports to the Board.

Ms. Stoll-Hadayia displayed "a scorecard" delineating the number (and percentages) of Bills the Legislative Team: (1) "monitored and analyzed", including fiscal notes on seven (7) Bills, for Government Affairs; and those based upon the Department/Division priorities; (2) the positions and actions for each Bill (i.e., support, oppose or neutral); (3) the number of Bills for which testimony was presented; and (4) "the outcomes" of Staff's efforts.

Ms. Stoll-Hadayia reviewed 'what she has learned through the years as the Lobbyist for the Health District', advising that her lessons learned can be summarized as: "collateral; coordination; and contingencies."

As an example, Ms. Stoll-Hadayia reviewed AB 255 the Legislation to increase the cigarette tax, advising that the Health District supported this Bill, as the "public health perspective is that increases in the excise tax decreases usage"; however, some community partners opposed the Bill as "their perspective is not to support excise taxes unless the revenue from the tax is specifically for the purpose of tobacco prevention and control." Ms. Stoll-Hadayia stated that "it is possible to have parallel positions" with community partners, which advances the overall goal." Ms. Stoll-Hadayia stated that there are now interim opportunities and non-legislative remedies to address public health issues not addressed by the Legislature, including the Interim Health Care Committee and local voluntary policies.

Ms. Stoll-Hadayia advised that SB 372, the Bill to lessen the authority of the Nevada Clean Indoor Air Act, "did die in its original form"; however, AB 309 (Criminal Definitions of Stalking) was amended to include an exemption to the Nevada Clean Indoor Air Act (NCIAA). Ms. Stoll-Hadayia advised that, smoking will now be allowed in locations of convention facilities during tobacco-related meetings or convenience store-related meetings, which are sponsored by tobacco. Ms. Stoll-Hadayia stated that Regulations specific to NCIAA are being developed statewide, which will further define the exemption and how it will enforced.

Ms. Stoll-Hadayia stated she would thank the Board of Health and Ms. Brown, CCHS Division Director, for supporting her during the Legislative Session. Ms. Stoll-Hadayia stated that further, she would like to thank the members of the Department's Legislative Team, Dr. Anderson, the Division Directors and Staff members, who provided subject matter expertise, and Ms. Judy Davis, Public Information Officer, for all their support during the Legislative Session; that everyone did an excellent job.

Ms. Stoll-Hadayia advised that at a press conference today all three (3) area hospitals announced that beginning January 1, 2010 all three (3) will have "100% tobacco-free campuses", being three (3) of five (5) hospitals in Nevada to have adopted such a policy. Ms. Stoll-Hadayia stated that there are approximately 1,000 hospitals nationwide with such a policy "recognizing a connection between prevention and health care."

Chairman Humphreys stated that he is aware of "all the time involved in this process; that he would commend Ms. Stoll-Hadayia on keeping the citizens of Washoe County healthy."

MOTION: Mr. Smith moved, seconded Ms. Ratti, that the Health Department's final June 2009 State Legislative Session Report be accepted as presented. Motion carried unanimously.

PRESENTATION – iFILL WATER BOTTLE PROGRAM

Ms. Tracie Douglas, Public Information Officer, Environmental Health Services Division, advised that as a promotion of the Department's *Reduce, Reuse, and Recycle Program* she investigated single-use water bottles and other plastic items. Ms. Douglas advised that approximately 60 million single-use plastic water bottles are utilized every single day nationwide with only a small percentage of those bottles being recycled; therefore, the goal was to reduce the number of single-use bottles and promote re-useable water bottles. Ms. Douglas advised that in collaboration with KPS3 she was able to develop the iRefill with the "tag line being" *'There is no Landfill in a Refill'*; that KPS3 had "a contact at REI and the REI Corporate offices" assisted the Department in purchasing approximately 1100 refillable water bottles. Ms. Douglas stated that the Health District did not have the funding for a webpage for this program; that in the interim KPS3 donated space on its webpage promoting recycling and the use of the refillable water bottles. Ms. Douglas stated that Staff is working with the Truckee Meadows Water Authority (TMWA), as the program promotes the use of tap water, which "is much better than bottled water that is purchased." Ms. Douglas stated that REI also provided the program with 2200 coupons for 15% off the purchase of one (1) item.

Ms. Douglas stated that she has two (2) different sized bottles from which the Board members can choose; that everyone is limited to one bottle. Ms. Douglas advised that there is a pledge sheet everyone who accepts a bottle is asked to sign acknowledging efforts to recycle single-use bottles while pledging to use refillable bottles as much as possible.

Ms. Douglas advised Staff will work in conjunction with Washoe County's Green Team for the development of "refill stations" within Washoe County buildings for easy refilling of the bottles. Ms. Douglas advised that the new Washoe County middle school will have "hydration stations" to promote the drinking of water by students and the use of refillable water bottles. In response to Ms. Jung regarding "hydration stations", Ms. Douglas advised that hydration stations are a similar to water fountains but are considered an "improvement to water fountains" and would allow for easy access to refill the water bottles.

In response to Ms. Jung regarding the hydration stations, Mr. Andrew Goodrich, Director, Air Quality Management, advised that the hydration stations are manufactured locally by HAAS, the water fountain company, are mounted on a wall (similar to a drinking fountain), are sanitary and can refill bottles easily and can be chilled and/or filtered.

Ms. Jung stated as a County Commissioner she implemented a policy that County tax dollars would not be utilized to purchase bottled water; that for County sponsored events the County utilizes the "igloos."

In response to Dr. Khan regarding the hydration stations at the schools and the water bottles, Ms. Douglas advised that the intent is to promote the students utilizing refillable water bottles.

The Board thanked Ms. Douglas for the update.

STAFF REPORTS AND PROGRAM UPDATES

A. Director – Epi and Public Health Preparedness

Dr. Randall Todd, Director, Epi and Public Health Preparedness, presented his monthly Division Director's Report, a copy of which was placed on file for the record.

WASHOE COUNTY DISTRICT BOARD OF HEALTH MEETING

June 25, 2009

Page 11

Mr. Gustin question if the H1N1 (swine flu) outbreak provide the opportunity to implement a POD (Points of Distribution) and whether 172,000 doses of vaccine will be adequate.

In response to Mr. Gustin, Dr. Todd advised that the vaccine has to be administered in a 2-dose regimen; that the amount of vaccine received will be the 2-dose regimen for 172,000 individuals. Dr. Todd stated that during numerous years of pandemic planning there have been discussion regarding "various tiers of how to prioritize who receives the vaccine"; that historically, tier 1 is first responders, health care industry, key government leaders, pregnant women and infants; that tier 2 is essential service providers (i.e., utilities, etc.). Dr. Todd stated that these priorities are subject to change depending upon the severity of the flu; that the Secretary of Health and Human Services has been publically indicating that "school children will be the first" to receive the H1N1 vaccine. Dr. Todd stated that it would (probably) not be necessary to immunize 100% of the population to achieve 'community immunity'. Dr. Todd stated that the vaccine for 172,000 individuals achieves immunity for approximately 41% of the Washoe County population, which is 'a little less than what would be necessary to achieve the herd immunity affect'. Dr. Todd stated that, should the H1N1 outbreak not be a more severe strain of influenza in the fall the doses for 172,000 "should be adequate to meet the needs" of Washoe County.

Mr. Gustin questioned if the amount of vaccine would increase should this become a pandemic.

In response to Mr. Gustin, Dr. Todd stated that Staff has been advised the vaccine will be delivered in three (3) separate stages; that the first stage will be approximately 25,000 'courses' received in November, which will be received in four (4) weekly installments. Dr. Todd stated that the second stage will be approximately 100,000 courses received in December; that the following month approximately 200,000+ courses will be received; that Staff has been advised that all shipments will be "divided into weekly deliveries." Dr. Todd stated that the immunizations could be administered "quickly" through conducting "a couple of the two (2) lane PODS"; however, this won't be possible as the vaccine is not scheduled to arrive in one (1) shipment. In response to Mr. Gustin regarding vaccinating school age children first, Dr. Todd stated that "he believes" the rationale of vaccinating school children first is due to the demographics of the H1N1 indicating it "has been largely impacting the school age population." Dr. Todd stated that a concern is, in protecting the children, without protecting "the adults administering the shots ~ what does that accomplish?"; that another issue is "if there is a huge demand and a short supply, who will be responsible for protecting the security of that supply if law enforcement hasn't been protected?" Dr. Todd stated that these are issues, which will have to be resolved prior to further planning.

Dr. Todd stated that it was the Avian Influenza (H5N1) concern that resulted in the awareness that it would be necessary to develop plans for a major pandemic event; that the H1N1 has allowed Staff to "put into practice what Staff has been planning and practicing for for several years."

In response to Dr. Khan regarding the Department's community response, Dr. Todd stated that regardless of the "target population" for who will be immunized first, the venue for vaccinating the public will be one or more of the schools. Dr. Todd stated that during the planning Staff identified "a large number of sites, which could be utilized, for mass dispensing activities"; that further, Staff have conducted site-assessments" on these locations. Dr. Todd stated that the last two Rotary Flu Events have been held at area high schools as a number of the high schools have the same layout and have adequate parking for the public. Dr. Todd stated that this year's Rotary Flu Event has been scheduled for October 17, 2009, which will be "final dress rehearsal prior to a pandemic influenza POD." In response to Dr. Khan regarding the possibility of having to utilize the services of other agencies to administer the vaccine, Dr. Todd stated that Staff has discussed the possibility of "private PODS", should it become necessary to vaccinate the 400,000 residents of Washoe County. Dr. Todd stated that vaccinating 172,000 in ninety (90) days, while "being a significant amount of work" will not require "a full deployment." Dr. Todd stated that the concept of "private PODS" would require contacting "the larger employers" to determine if there is the capability of these employers "organizing to administer the vaccine provided by the Health Department for the employees of that business/agency"; that this would relieve "some of the need for public PODS. Dr. Todd stated there are two (2) issues specific to PODS for administering vaccine to approximately 40% of the population: 1) it will have to be done quickly, as the beginning of the seasonal influenza will have started; and 2) there has to be control regarding "who is receiving it." Dr. Todd stated that both of these issues would be addressed "in a public health venue" as Staff "will have the speed, as it has been rehearsed that way; and Staff can control who receives it." Dr. Todd advised that this does not discount private partners assisting; however, that would not address the "control of who is vaccinated"; that a number of these issues will depend upon the severity and number of H1N1 cases. Dr. Todd stated that possible future partnerships with major employers is being reviewed and discussed to maximize the effectiveness of PODs.

Dr. Anderson stated that there may be difficulty in "motivating people to receive three (3) flu shots this season: annual flu shot; the first and second dose of the H1N1; that community compliance will be a challenge to achieve." Dr. Anderson stated that further, there will be the challenge of educating the public as to the "difference in the vaccines." Dr. Anderson stated that the Health Department's work "will be cut out for them" regarding this year's flu season.

Dr. Todd stated he concurs with Dr. Anderson; that the degree of compliance with the multiple dose regimens will depend upon the severity of the cases "and how scared people will be." Dr.

Todd stated another “unknown is the level of protection from one (1) dose (if any) of the two (2) dose regimen.

The Board thanked Dr. Todd for the update.

B. Director – Community and Clinical Health Services

Ms. Candy Hunter, Community Health Nurse Supervisor, presented Ms. Mary-Ann Brown, Director, Community and Clinical Health Services Division, monthly Division Director’s Report, a copy of which was placed on file for the record.

Dr. Anderson advised that Ms. Brown is attending the Governor’s Task Force meeting.

C. Director – Environmental Health Services

Mr. Bob Sack, Director, Environmental Health Services, presented his monthly Division Director’s Report, a copy of which was placed on file for the record.

Mr. Sack introduced Mr. Dave McNinch, Environmental Health Specialist Supervisor, advising that Mr. McNinch serves as the Supervisor of the Food Protection Program; that Mr. McNinch has prepared a report regarding Staff’s investigations of illegal food vendors.

Mr. Dave McNinch, Environmental Health Specialist Supervisor, presented a written document (a copy of which was placed on file for the record), delineating an overview of permitted mobile food units in Washoe County; the number of complaints received related to illegal food vendors; the public health significance; the prevalence in Washoe County of illegal food vendors; current enforcement activities; what Staff has learned and the challenges Staff has in addressing the issues specific to illegal food vendors (a copy of which is attached to the minutes as Attachment #1). Mr. McNinch presented a detailed review of his report, advising that Staff has adopted internal policies on “controlling food from illegal vendors and the issuance of Notices of Violation”; that Staff’s activities create issues for other governmental agencies, including when an illegal food vendor cannot provide a photo identification Staff is obligated to contact law enforcement. Mr. McNinch stated that Staff has met with the Hispanic Chamber of Commerce to discuss the concerns of the Health Department in addressing these issues.

In response to Dr. Furman regarding 'solutions', Mr. McNinch advised that some jurisdictions have programs specifically to address issues of licensed and unlicensed mobile food units, including Southern Nevada Health District; however, the program "is grossly undermanned and grossly out-gunned." Mr. McNinch stated that to have a full time program would require "taking Staff off-line from other duties."

In response to Ms. Jung regarding the fees associated with permitting a unit, Mr. McNinch stated that the initial application fee is \$95; that the annual Permit to Operate fee is \$114. In response to Ms. Jung regarding the determination of costs, Mr. McNinch advised that these fees are based upon the same methodology for determining all Health District fees, which includes "time to provide service, which is based upon time studies of performing the service" and the associated administrative costs of processing the application and Permit(s). Mr. McNinch advised that the application fee is a "one time fee" and pays for Staff time for inspection of a mobile food unit to ensure it complies with the requirements of the Regulations; that this fee is also based upon Staff time to complete the process. In response to Ms. Jung regarding the cost of the Permit fee being an issue, Mr. McNinch advised that Staff's investigations indicate it is not an issue of the cost of the Permits; that some vendors have indicated "making approximately \$1500 per day." In response to Ms. Jung regarding Staff "checking an applicant's immigration status", Mr. McNinch stated that Staff does not verify the immigration status of applicants. In response to Ms. Jung regarding bi-lingual Staff, Mr. McNinch stated that there are currently two (2) bi-lingual Staff members; however, one (1) will be retiring in August.

Ms. Jung suggested that Staff give a presentation to the newly founded Latino Lions Club to assist in educating the public, particularly the Latino population, as to the requirements for mobile food units and the problems with illegal vendors.

Mr. Gustin questioned 'since confiscating the food is considered 'part of doing business', has Staff considered 'seizing equipment, including the truck or cart.

In response to Mr. Gustin, Mr. McNinch advised that some jurisdictions issue a Notice of Violation the first time an illegal vendor is caught and the second time the property, including the mobile unit or truck will be seized as "a nuisance"; that this is a "pretty aggressive" form of enforcement.

Mr. Gustin stated that a public campaign to educate the community as to the potential danger of buying foods from illegal vendor would be beneficial.

Dr. Khan stated that flyers at the various Farmers' Markets may be an excellent place to distribute educational flyers. In response to Dr. Khan regarding these vendors being organized, Mr. McNinch stated that Staff has found indications there is some organization among the vendors; however, due to the 'secrecy among the vendors' it is difficult to ascertain the level of organization among this population.

In response to Ms. Ratti regarding the varying requirements among the three (3) entities, Mr. McNinch provided a brief review as to the requirements within the City of Sparks (i.e., no push carts) and the City of Reno; that Staff works cooperatively with each jurisdictional Code Enforcement agencies.

After the discussion, the Board directed Staff to present a full report to the Board specific to illegal food vendors, including licensing and enforcement action in other jurisdictions.

D. Director – Air Quality Management

Mr. Andrew Goodrich, Director, Air Quality Management, presented his monthly Division Director's Report, a copy of which was placed on file for the record.

E. Administrative Health Services Officer

There was no Administrative Health Services Officer Report this month.

F. District Health Officer

Dr. Mary Anderson, District Health Officer, District Health Officer, presented her monthly District Health Officer's Report, a copy of which was placed on file for the record.

BOARD COMMENT

Chairman Humphreys stated that the Environmental Health Services Staff will present a comprehensive follow-up report specific to illegal food vendors, with information specific to licensing and enforcement requirements within other jurisdictions.

Dr. Furman presented a copy of a painting entitled "*The Doctor*", advising that it accompanies an informative article on health care.

Ms. Jung stated that she will be leaving on June 30 and returning July 6, 2009, representing the District Board of Health at the annual NALBOH (National Association of Local Boards of Health) Conference in Philadelphia, Pennsylvania.

Ms. Jung stated she received the report on the Sewage, Wastewater and Sanitation (SWS) Hearing Board Regulations, specific to the five (5) acre requirement; that she would question if the same report was forwarded to the Regional Planning Governing Board.

In response to Ms. Jung, Mr. Sack advised that a copy of the Report was forwarded to the Regional Planning Governing Board as requested.

There being no further business to come before the Board, the meeting was adjourned at 2:30pm.



MARY A. ANDERSON, MD, MPH, FACPM, DISTRICT HEALTH OFFICER
SECRETARY



JANET SMITH
RECORDER

OVERVIEW

Permitted Mobile Food Units in Washoe County, Nevada

- Total of 131 units (40 applications submitted in 2009 alone) – these do not account for most of the units that participate in special events.
- Seasonal variations, but usually have somewhere between 100 – 120 units.
- Pushcarts – Approx. 10
- Trucks – Approx. 121
- Complaints we receive regarding permitted mobile food units may be up slightly, but are generally not significantly greater when compared to the number of complaints that we receive for other subtypes (deli, restaurant, bar, etc.). Complaints related to illegal operations, however, are significant.

Complaints

- 2007 – 42 out of 516 general food complaints related to illegal vendors (8%).
- 2008 – 43 out of 398 general food complaints related to illegal vendors (11%).
- 2009 (YTD) – 26 out of 186 general food complaints related to illegal vendors (14%).
- Most of the complaints we receive tend to be related to trucks/cars operating without permits and wooden carts. We have seen diversification in the complaints received, however, with more related to tent w/table operations, shopping carts and people operating from their private residences (including sit down and delivery type set-ups).

Public Health Significance

- Over the last couple of years, we have seen an increase in the number of complaints regarding possible food borne illness associated with eating foods that were not prepared in approved, permitted facilities.
- There tends to be no food safety or personal hygiene awareness associated with most of the illegal mobile food operations we encounter.
- The population serviced by these illegal operations tends to have less access to health care and are therefore more susceptible to disease.

How prevalent is it?

- We have validated complaints involving people advertising homemade food (tamales, e.g.) on their personal vehicles to selling food out of the backs of their vehicles (trucks and cars).
- We have validated complaints that people are selling homemade food that was ordered and delivered to places such as the county complexes (courthouse, senior center and the building we are in today).
- As recently as last weekend, at least 14 illegal operations were observed at five separate locations. We have information indicating that at least 10 other trucks are operating without permits and suspect that there are at least 20 wooden carts working numerous neighborhoods, parks and apartment complexes on a regular basis.

Current Enforcement Activities

- We have adopted a policy that includes the issuance of Notices of Violation as well as the condemnation of food when necessary (most food is voluntarily discarded by the operator). Depending on the situation, cease and desist orders may be issued as well. The policy does provide for the issuance of citations under certain circumstances, but this enforcement activity presents many unique challenges.
- Although it hasn't met for quite some time, we have made efforts to coordinate with members of other agencies through a "mobile food" task force. We have also met with representatives from the Hispanic Chamber of Commerce.
- More recently, we have made more direct contact with permitted operators who have provided us significant information on illegal vendor activities. This has allowed us to better understand what we are dealing with and to begin the process of developing strategies for sustaining a consistent enforcement effort.
- Getting units and operators permitted. We do have some success with this, however, most carts do not meet minimum construction standards which limits our ability to work with the operators.

Things we have learned

- Obviously a complex issue involving public health, sociopolitical, administrative and cultural issues. Each violation tends to have unique circumstances that must be evaluated in the field – makes consistent enforcement a challenge.
- Many of the people we address in the field tend to be "pawns" – they don't say much and are typically associated with someone running things from afar. They also tend to be illegal.
- They consider any food we condemn to be a cost of doing business – they accept that we will catch up to them once in a while.
- Our enforcement activities appear to keep the honest operators honest, but don't necessarily act as a deterrent for the violators.
- There are loose associations with other illegal operators and they tend to join together by protecting each others interests when we start putting on the heat.

Challenges

- Staffing and coordination issues w/other agencies – limited resources and there is a lot of weekend/after hour activity.
- Conflicting ordinances/regulations
- Bi-lingual issues
- Some you can work to permit, some you can't
- Very mobile and very weary – somewhat coordinated
- These illegal operations obviously don't play by any rules.



DISTRICT HEALTH DEPARTMENT

STAFF REPORT BOARD MEETING DATE: 6/25/09

DATE: June 12, 2009

TO: District Board of Health

FROM: Patsy Buxton, Fiscal Compliance Officer, Washoe County Health District ^{PB}
775-328-2418, pbuxton@washoecounty.us

THROUGH: Eileen Coulombe, Administrative Health Services Officer ^{PB}

SUBJECT: Approval of Grant Program Contract between Washoe County and the Washoe County Health District to award Local Emergency Planning Committee (LEPC) Grant Funding for the Hazardous Materials Program for the period upon approval through June 30, 2010 in the amount of \$4,572; and if approved, authorize Chairman to execute Grant Program Contract.

SUMMARY

The Washoe County District Board of Health must approve and execute, or direct the Health Officer to execute, contracts in excess of \$50,000, Interlocal Agreements and amendments to the adopted budget. The Washoe County Health District has received a Grant Program Contract from Washoe County, which outlines pass through grant funding from the Local Emergency Planning Committee to the Hazardous Materials Program. A copy of the grant contract is attached.

GOAL

Approval of this Contract supports the Washoe County Health District Hazardous Materials/Waste Program Mission to protect public health and safety and the environment by ensuring that regulated or hazardous substances are properly processed, stored, handled, transported and disposed in Washoe County.

PREVIOUS ACTION

The District Board of Health accepted \$1,638 from LEPC on 9/28/06 to purchase a BW Industries GasAlertMax 4-Gas Detector.

AGENDA ITEM # 7.C.1.

BACKGROUND

The Hazardous Materials Program will purchase the following:

- Two (2) GasAlert Micro5 PID 4-Gas Detectors
- Two (2) Confined Space Kits
- Two (2) Concussion Proof Boots
- Three (3) Neck Straps w/Safety Release
- Two (2) Replacement Oxygen Sensors

The detector will be utilized to ensure the air is safe for responders and the health of the public.

This Grant Program Contract has been reviewed and approved by Washoe County's Risk Manager and District Attorney.

FISCAL IMPACT

There is no additional fiscal impact to the adopted FY 10 Health Fund budget as these expenditures were budgeted in the 2010 State Emergency Response Commission (SERC) Grant (Internal Order #10734).

RECOMMENDATION

Staff recommends that the Washoe County District Board of Health approve the Grant Program Contract between Washoe County and the Washoe County Health District to award Local Emergency Planning Committee (LEPC) Grant Funding for the Hazardous Materials Program for the period upon approval through June 30, 2010 in the amount of \$4,572; and if approved, authorize Chairman to execute Grant Program Contract.

POSSIBLE MOTION

Move to approve the Grant Program Contract between Washoe County and the Washoe County Health District to award Local Emergency Planning Committee (LEPC) Grant Funding for the Hazardous Materials Program for the period upon approval through June 30, 2010 in the amount of \$4,572; and if approved, authorize Chairman to execute Grant Program Contract.

**WASHOE COUNTY, NEVADA
LOCAL EMERGENCY PLANNING COMMITTEE
GRANT PROGRAM CONTRACT**

THIS CONTRACT, is entered into as of this _____ day of _____, 2009 by and between **Washoe County**, a political subdivision of the State of Nevada, (hereinafter referred to as "Washoe County" or "Grantee"), and the **Washoe County Health District** a government agency, having a business address located PO Box 11130, Reno, NV 89520-0027 (hereinafter referred to as the Subgrantee").

WITNESSETH:

WHEREAS, Washoe County is a member of the Local Emergency Planning Committee (LEPC) and on behalf of LEPC members, Washoe County made applications to the Nevada State Emergency Response Commission (SERC) for the 2010 State Emergency Response Commission (SERC) grant; and

WHEREAS, in response to the applications, Washoe County is subgrantee of state funds through the Nevada State Emergency Response Commission under a number of grant awards and Washoe County as subgrantee and fiscal agent for LEPC desires to further subgrant these funds to the government agencies that are members of LEPC and whose requests were submitted by Washoe County on behalf of LEPC; and

WHEREAS, the grant funds received from the Nevada State Emergency Response Commission will provide for the assistance to jurisdictions to relate to prevention of, mitigation of, and/or response to hazardous materials incidents or otherwise meet community needs in the Truckee Meadows; and

WHEREAS, Washoe County, as the designated subgrantee under the grant awards referred to herein, as fiscal agent for LEPC, and as Grantee herein, desires to pass through to the Subgrantee funds in the amount of \$4,572.00 to assist the Subgrantee in meeting the program measurable outcomes; and

WHEREAS, the Subgrantee's legal status is as a recognized government agency the Subgrantee is in good standing in its state of formation; and

WHEREAS, in consideration of receipt of this funding, the Subgrantee agrees to abide by the terms and conditions of this Contract and the grant itself.

NOW, THEREFORE, the parties agree as follows:

1. **DEFINITION OF TERMS**

- a. **Program Measurable Outcomes:** The program measurable outcomes, which are mutually agreed to by the Grantee and the Subgrantee as outlined within the Contract are to be met by the end of the Contract period.
- b. **Agency Grant Coordinator:** The Agency Grant Coordinator is the individual from the Subgrantee who will be responsible for the administration of the program and communications with the Grantee Staff.
- c. **State and Federal Accounting Laws:** The various State and Federal Accounting Laws are available on the Internet at the locations provided in Exhibit A, and are incorporated by reference primarily for use by Subgrantee accountants.

2. **NOTICES**

Communications and details concerning this Contract shall be directed to the following Contract representatives:

GRANTEE

Washoe County
Cathy Ludwig
LEPC Grants Coordinator
P.O. Box 11130
5195 Spectrum Blvd.
Reno, NV 89520-0027
(775) 337-5859
(775) 337-5894 (Fax)
Email: cludwig@washoecounty.us

SUBGRANTEE

Washoe County Health District
Paul Donald

PO Box 11130
Reno, NV 89520-0027
(775) 328-2476
(775) 328-6176
Email: pdonald@washoecounty.us

3. **PROGRAM MEASURABLE OUTCOMES**

- a. The Subgrantee shall do, perform and carry out, in a satisfactory and proper manner, as determined by Grantee Staff, the following program measurable outcomes:
 - A. **PROGRAM: State Emergency Response Commission
Grant # 10-SERC-16-01**

PERFORMANCE MEASURES:

- 1. Funding will be used to purchase the following equipment:
 - Two (2) GasAlert Micro5 PID 4-Gas Detectors
 - Two (2) Confined Space Kits
 - Two (2) Concussion Proof Boots

Three (3) Neck Straps w/Safety Release
Two (2) Replacement Oxygen Sensors
Shipping

4. **COMPENSATION**

Upon compliance with the requirements in this Contract, the Subgrantee shall be paid the dollar amounts outlined in the following budget requirements:

B. **PROGRAM: State Emergency Response Commission
Grant # 10-SERC-16-01**

Description	Amount	
Two (2) GasAlert Micro5 PID 4-Gas Detectors	\$3,480.00	
Two (2) Confined Space Kits	\$650.00	
Two (2) Concussion Proof Boots	\$80.00	
Three (3) Neck Straps w/Safety Release	\$30.00	
Two (2) Replacement Oxygen Sensors	\$270.00	
Shipping	\$62.00	
Total	\$4,572.00	

GRAND TOTAL AMOUNT: \$4,572.00

Form of financial backup agency will provide: Copies of paid invoices, receipts and/or agency records of disbursements.

5. **METHOD OF PAYMENT**

Reimbursement of Expenses: Reimbursement will be paid after eligible expenses have been incurred and expended under this Contract in conformance with the terms and conditions of said Contract. Subgrantee will submit requests for reimbursement of funds to Grantee Staff on forms provided by Grantee.

6. **TERM**

This Contract is in effect from the date of execution to and shall continue for a term that is coextensive with the 2010 State Emergency Response Commission (SERC) grant and

the LEPC approved performance periods for the LEPC Priorities listed in Section 4, or June 30, 2010, whichever comes first.

7. **GENERAL TERMS AND CONDITIONS**

- a. **Required Reports:** Each quarter Subgrantee is required to submit to Grantee for Grantee's reporting requirements to the Nevada State Emergency Response Commission (SERC), a complete financial report on the disposition of grant funds for equipment, planning, and training projects.

1. Quarterly Reports:

As this is a sub-grant and the Nevada State Emergency Response Commission (SERC) requires quarterly financial reports based on the calendar year for the purposes of this Contract the first quarter will begin upon the execution of the Contract and end on June 30, 2010. Thereafter quarters shall begin on October 1, 2009, January 1, 2010, and April 1, 2010. Reporting shall be submitted to the Grantee Staff identified in section 3 above, on or before the fifteenth of the month following the end of each quarter.

- b. **Required Project Record Keeping and Bookkeeping.** The Subgrantee agrees to provide for bookkeeping and record-keeping on a program basis using approved bookkeeping and record-keeping systems and to retain program records for four years from the time of termination of this Contract. The bookkeeping and program records shall be open and available for inspection and audit at any time by the Grantee Staff. Subgrantee agrees that grant funds cannot be used to pay for audits unless a written agreement to that effect is in place. However, audits are required as follows:

An annual audit covering the grant year(s) in this Contract must be submitted to the Grantee within 90 days of the end of the grant year.

NOTE: Audits must be completed by a certified public accountant and comply with all applicable standard accounting practices.

- c. **Purchase of Equipment and Supplies.** Subgrantees that are governmental entities must follow the Local Government Purchasing Act. No lead-based paint is to be purchased or used on any project.
- d. **Legal Actions Against Subgrantee.** If any legal action is filed against the Subgrantee, the Subgrantee shall immediately notify Grantee staff.
- e. **Indemnification.**

It is agreed that each party will be responsible for any liability or loss that may be incurred as a result of any claim, demand, cost, or judgment made against that party arising from any act or failure to act by any of that party's employees, agents, or servants in connection with the performance of obligations assumed pursuant to this agreement. Subject to the limitations of applicable laws, and without waiving any statutory protections, the parties further agree to hold harmless, indemnify and defend each other from any and all losses, liabilities, or expenses of any nature to the person or property of another, to which each may be subjected as a result of any claim, demand, action, or cause of action arising out of the acts, errors or omissions on the part of the employees, agents or servants or the other.

The indemnification obligation set forth above is conditioned upon receipt of prompt written notice by the indemnifying party of the indemnified party's actual notice of any action or pending claim or cause of action. The indemnifying party shall not be liable to hold harmless any attorney's fees and costs for the indemnified party's chosen right to participate with legal counsel.

- f. **Legal Actions Against Subgrantee.** If any legal action is filed against the Subgrantee, the Subgrantee shall immediately notify Grantee staff. Subgrantee will not use any funds or resources, which are provided by Grantee under this Contract in litigation against any person, natural or otherwise, or in its own defense in any such litigation.
- g. **Equipment and Personal Property.** All equipment and personal property purchased by the Subgrantee, with funds obtained pursuant to the Contract, shall be the property of the Subgrantee unless otherwise provided in writing by the Grantee, or by the terms specified in the Program Measurable Outcomes.
- h. **Assignment of Contract.** It is agreed by and between the parties hereto that neither this Contract nor any part thereof may be assigned by the Subgrantee without the written consent of Grantee, and that in the event that the Subgrantee attempts to make an assignment in violation of this Contract, the Grantee may, at its option, terminate this Contract and be relieved of further obligation to the Subgrantee.
- i. **Federal Procurement Eligibility.** The Subgrantee certifies that as a non-federal entity, the Subgrantee and its principals have not been themselves or contracted with any entity that has been suspended or debarred by the Federal Government, and are not listed in the list of parties excluded from the Federal procurement or non-procurement programs issued by the General Services Administration. This regulation applies not only to physical improvements and construction, but also services.
- j. **Compliance with Laws.** The Subgrantee agrees to follow all federal, state and local laws pertaining to the operation of said agency.

- k. **Funding.** Funding under this grant is to be used only for eligible and approved activities.
- l. **Amendment; Waiver.** This Contract shall not be modified, amended, rescinded, canceled or waived, in whole or in part, except by written amendment signed by duly authorized representatives of the parties. No additional grants, monetary increase amendments, or time extension amendments, will be approved unless all financial and performance reports are current. No waiver of any of the provisions of this Contract shall be deemed to be a waiver of any other provisions, regardless of similarity, and no waiver shall constitute a continuing waiver. Forbearance or failure to declare a default or pursue a remedy shall not constitute a waiver except as provided in this Contract.
- m. **Drafting Presumption.** The parties acknowledge that this Contract has been agreed to by both parties, that both parties have consulted or have had the opportunity to consult with attorneys with respect to the terms, and that no presumption shall be created against the Grantee as the drafter of this Contract.
- n. **Grounds for Reduction of Compensation or Termination of the Contract.** The Grantee Staff reserves the right to terminate this Contract or to reduce the Contract compensation amount upon written notification to the Subgrantee that any one or more of the following has occurred:
- (1) Failure of the Subgrantee to file quarterly reports as provided in this Contract;
 - (2) Expenditures under this Contract for ineligible activities, services, or items;
 - (3) Failure to comply with written notice from Grantee of substandard performance in scope of services under the terms of this Contract;
 - (4) Failure of the Subgrantee to comply with any applicable accounting laws;
 - (5) Subgrantee employees, officers or its designees or agents using their positions for a purpose that is, or gives the appearance of being, motivated by a desire for private gain for themselves or others, particularly those with whom they have family, business or other ties;
 - (6) Notification by the State of Nevada, Division of Emergency Management, that Washoe County's agreement with the State for funds necessary to fund this Contract is being terminated; or

- (7) In the event Grantee fails to appropriate or budget funds for administering the Contract, Grantee will notify Subgrantee that this Contract is being terminated.

9. **JURISDICTION AND GOVERNING LAW**

It is understood and agreed by and between the parties hereto that this Contract shall be deemed and construed to be entered into and to be performed in Washoe County, State of Nevada, and it is further understood and agreed by and between the parties hereto that the laws of the State of Nevada shall govern the rights, obligations, duties and liabilities of the parties to this Agreement and also govern the interpretation of this Agreement.

10. **OTHER PROVISIONS**

During the performance of this Contract, the Subgrantee must follow:

a. **Equal Employment Opportunity.**

- (1) The Subgrantee will not discriminate against any employee or applicant for employment or individual receiving the benefit of the Subgrantee's services because of race, creed, religion, color, age, national origin, political affiliation, sex, sexual orientation, familial status, or disability (as provided in Section 504 of the Rehabilitation Act of 1973, as amended). The Subgrantee will take action to ensure that all applicants are considered equally. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination, rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Subgrantee agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this non-discrimination clause. Such action shall include individuals benefiting from program services/activities.
- (2) Vietnam Veterans. The Subgrantee agrees to comply with Section 402 - Affirmative Action for Disabled Veterans and Veterans of the Vietnam Era Act.
- (3) The Subgrantee agrees to comply with any federal regulations issued pursuant to the Americans with Disabilities Act (ADA) and Section 504 of the Rehabilitation Act of 1973, as amended.

- b. **Hatch Act.** Neither the Subgrantee program nor the funds provided therefore, nor the personnel employed in the administration of the program shall be in any way

or to any extent engaged in the conduct of political activities in contravention of Chapter 15 of Title 5, United States Code.

- c. **Drug-Free Workplace Requirements.** The Subgrantee agrees to conform to the guidelines set forth in the certification regarding Drug-Free Workplace Requirements. The Subgrantee is required to submit an executed copy of the certification prior to the encumbrance of grant funds.
- d. **Influence/Lobbying Requirements.** The Subgrantee agrees to conform to the guidelines set forth in the certification regarding Influence/Lobbying Requirements. The Subgrantee is required to submit an executed copy of the certification prior to the encumbrance of grant funds.

11. AUTHORITY TO ENTER INTO CONTRACT.

The undersigned person signing as an officer on behalf of the Subgrantee, a party to this Contract, hereby warrants and represents that said person has actual authority to enter into this Contract on behalf of said Subgrantee and to bind the same to this Contract, and, further, that said Subgrantee has actual authority to enter into this Contract and that there are no restrictions or prohibitions contained in any article of incorporation or bylaws against entering into this Contract.

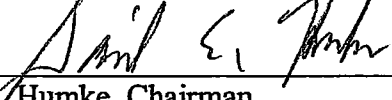
IN WITNESS WHEREOF, the parties hereto have executed this Contract as of the date entered into on the first page hereof.

WASHOE COUNTY HEALTH DISTRICT

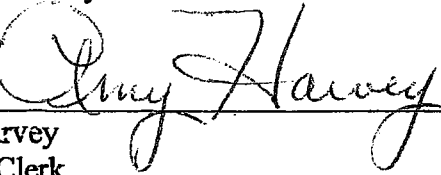
By: 
Denis Humphreys, OD, Chairman
Washoe County District Board of Health

Date: 6/25/09

WASHOE COUNTY

By: 
David E. Humke, Chairman
Washoe County Commission

Date: 5/26/09

Attest:
By: 
Amy Harvey
County Clerk

ACCOUNTING LAWS

Exhibit A

FEDERAL LAWS

OMB A-122 Cost Principals for Non-Profit Organizations
<http://www.whitehouse.gov/omb/circulars/a122/print/a122.html>

OMB A-21 Cost Principals for Educational Institutions
<http://www.whitehouse.gov/omb/circulars/a021/print/a021.html>

OMB A-87 Cost Principals for State, Local and Indian Tribal
Governments
<http://www.whitehouse.gov/omb/circulars/a087/print/a087.html>

OMB A-102 Grants and Cooperative Agreements with State and Local
Governments
<http://www.whitehouse.gov/omb/circulars/a102/print/a102.html>

OMB A-110 Uniform Administrative Requirements for Grants and
Agreements With Institutions of Higher Education,
Hospitals, and Other Non-Profit Organizations
<http://www.whitehouse.gov/omb/circulars/a110/print/a110.html>

OMB A-133 Audits of States, Local Governments and Non-Profit
Organizations
<http://www.whitehouse.gov/omb/circulars/a133/print/a133.html>

STATE LAWS

NRS Chapter 332 Purchasing: Local Governments

<http://www.leg.state.nv.us/NRS/NRS-332.html>

NRS Chapter 353A Internal Accounting and Administrative Control

<http://www.leg.state.nv.us/NRS/NRS-353.html>

NRS Chapter 354 Local Financial Administration

<http://www.leg.state.nv.us/NRS/NRS-354.html>



DISTRICT HEALTH DEPARTMENT

STAFF REPORT

BOARD MEETING DATE: 6/25/09

DATE: June 8, 2009

TO: District Board of Health

FROM: Patsy Buxton, Fiscal Compliance Officer, Washoe County Health District
775-328-2418, pbuxton@washoecounty.us *PB*

THROUGH: Eileen Coulombe, Administrative Health Services Officer *PB
EAC*

SUBJECT: Proposed ratification of Interlocal Agreement between the Washoe County Health District and the Board of Regents of the Nevada System of Higher Education to provide educational opportunities for Orvis School of Nursing students to engage in practical application of classroom instruction in a public health agency environment, effective upon approval of the Board of Regents and the District Board of Health through June 30, 2010; and if approved direct the Chairman to execute.

SUMMARY

The Washoe County District Board of Health must approve and execute, or direct the Health Officer to execute, contracts in excess of \$50,000, Interlocal Agreements and amendments to the adopted budget. Ratification of this item will allow the students from the Orvis School of Nursing to engage in practical application of classroom instruction in a Public Health agency environment.

Washoe County's Risk Manager and District Attorney have reviewed and approved the attached Interlocal Agreement.

GOAL

Approval of this Interlocal Agreement supports the Washoe County Health District, Community and Clinical Health Services Division goal to work towards a health future for individuals, families, and the community by actively promoting community health and wellness through the marketing, public education, access to information, collaboration and the provision of clinical services.

AGENDA ITEM # 7.C.2.

PREVIOUS ACTION

This is an on-going Agreement that has been entered into annually for many years. Last year's Interlocal Agreement was approved by the District Board of Health on April 28, 2008.

BACKGROUND

Washoe County Health District will provide learning opportunities for students within the limits of the Washoe County Health District. The emphasis shall be on education rather than services without disruption of usual Washoe County Health District activities. The language of this agreement does not prohibit students from giving shots or making service delivery.

FISCAL IMPACT

Should the Board approve this Interlocal Agreement, there will be no additional impact to the adopted FY 10 budget as students and faculty will not receive compensation in connection with this Interlocal Agreement.

RECOMMENDATION

Staff recommends that the Washoe County District Board of Health ratify the Interlocal Agreement between the Washoe County Health District and the Board of Regents of the Nevada System of Higher Education to provide educational opportunities for Orvis School of Nursing students to engage in practical application of classroom instruction in a public health agency environment, effective upon approval of the Board of Regents and the District Board of Health through June 30, 2010; and if approved authorize the Chairman to execute the Interlocal Agreement.

POSSIBLE MOTION

Move to approve the Interlocal Agreement between the Washoe County Health District and the Board of Regents of the Nevada System of Higher Education to provide educational opportunities for Orvis School of Nursing students to engage in practical application of classroom instruction in a public health agency environment, effective upon approval of the Board of Regents and the District Board of Health through June 30, 2010; and if approved authorize the Chairman to execute the Interlocal Agreement.

A Contract Between Washoe County Health District
Acting By and Through Its
HEALTH DEPARTMENT
(hereinafter referred to as the WCHD)
P.O. BOX 11130
Reno, Nevada 89520

and

THE BOARD OF REGENTS
OF THE NEVADA SYSTEM OF HIGHER EDUCATION
(hereinafter referred to as University)
University of Nevada, Reno
Reno, Nevada 89557

WHEREAS, University conducts educational programs for the preparation of students at the Baccalaureate and Masters level, an integral portion of which includes the opportunity for students to engage in practical application of classroom instruction in a Public Health Agency environment; and

WHEREAS, it is deemed that the services hereinafter set forth are both necessary and in the best interests of the parties;

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

1. **CONTRACT TERM.** This Contract shall be effective upon approval of the Board of Regents and the Washoe County Board of Health, through June 30, 2010, subject to continued funding or until this Agreement is terminated pursuant to the terms of this agreement, whichever date shall first occur.
2. **TERMINATION.** Either party may terminate this Agreement by giving the other party written notice of the intent to terminate. The notice will specify a date upon which termination will be effective, which date may not be less than thirty (30) calendar days from the date of the termination notice.
3. **SEVERABILITY.** The provisions of this Agreement shall be deemed severable and if any portion shall be held invalid, illegal or unenforceable for any reason, the remainder of the Agreement shall be in effect and binding upon the parties.
4. **NON APPROPRIATION.** In the event funds are not appropriated for the purposes specified in this Agreement, contractor hereby consents to the termination of this Agreement. In such event, Health District will notify contractor in writing and the Agreement will terminate on the date specified in the notice. Both parties understand that this funding out provision is required by N.R.S. 354.626.
5. **NOTICE.** All notices or other communications required or permitted to be given under this Contract shall be in writing and shall be deemed to have been duly given if delivered

personally in hand, by telephonic facsimile with simultaneous regular mail, or mailed certified mail, return receipt requested, postage prepaid on the date posted, and addressed to the other party at the address set forth above.

6. **INCORPORATED DOCUMENTS.** The parties agree that the services to be performed shall be specifically described; this Contract incorporates the following attachments:

ATTACHMENT A: SCOPE OF EDUCATIONAL EXPERIENCE (See Attachment A)

ATTACHMENT B: WASHOE COUNTY HEALTH DISTRICT VACCINE AND TB SCREENING REQUIREMENTS (See Attachment B)

7. **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.

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

9. **INDEMNIFICATION.**

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

10. **FORCE MAJEURE.** Neither party shall be deemed to be in violation of this Contract if it is prevented from performing any of its obligations hereunder due to strikes, failure of public transportation, civil or military authority, act of public enemy, accidents, fires, explosions, or acts of God, including, without limitation, earthquakes, floods, winds, or storms. In such an event the intervening cause must not be through the fault of the party asserting such an excuse, and the excused party is obligated to promptly perform in accordance with the terms of the Contract after the intervening cause ceases.

11. **HIPAA.** As covered entities, the parties acknowledge the applicability of the Health Insurance Portability and Accountability Act of 1996, P.L. 104-191 ("HIPAA") to any covered functions, which may be performed pursuant to this Agreement.

12. **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.

13. **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.

14. **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.

15. **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.


16. **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 service set forth in this agreement.

17. **GOVERNING LAW; JURISDICTION**. This Contract and the rights and obligations of the parties hereto shall be governed by, and construed according to, the laws of the State of Nevada. The parties consent to the jurisdiction of the Washoe County, Nevada district courts for enforcement of this Contract.

18. **ENTIRE AGREEMENT AND MODIFICATION**. This Contract and its integrated attachment(s) constitute the entire agreement of the parties and such are intended as a complete and exclusive statement of the promises, representations, negotiations, discussions, and other agreements that may have been made in connection with the subject matter hereof. Unless an integrated attachment to this Contract specifically displays a mutual intent to amend a particular part of this Contract, general conflicts in language between any such attachment and this Contract shall be construed consistent with the terms of this Contract. Unless otherwise expressly authorized by the terms of this Contract, no modification or amendment to this Contract shall be binding upon the parties unless the same is in writing and signed by the respective parties hereto, approved by Washoe County's legal advisor.

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

APPROVED BY BOARD OF HEALTH

 On 6/25/09 Chairman
Washoe County Board of Health Date Title

ATTEST:

_____ On _____
Date

APPROVED for the Board of Regents of the Nevada System of Higher Education on behalf of the University of Nevada, Reno

_____ On _____
Date Title

_____ On _____
Date Title

_____ On _____
Date Title

**ATTACHMENT A
SCOPE OF EDUCATIONAL EXPERIENCE
ORVIS SCHOOL OF NURSING**

Responsibilities of the Parties

1. The parties agree to jointly plan for the utilization of the WCHD's facilities for student educational experiences as part of preparation of nursing and other public health related professionals. The maximum number of students and the specific period shall be jointly determined after consideration of the District's facilities and adequacy, extent and variety of learning experiences available.
2. Both parties agree that students are not considered employees of either party under this Agreement.

Responsibilities of the University

1. University shall maintain oversight of students participating in educational opportunities through WCHD programs.
2. University shall ensure that all students carry and have evidence of adequate group medical insurance prior to the participation in any educational experience at the WCHD.
3. University shall ensure that vaccine and TB screening requirements have been met for all students and faculty prior to the beginning of an educational experience on site at the WCHD based on individual student activities/placement. The requirements for each student placement are contained in Attachment B: WASHOE COUNTY DISTRICT HEALTH DEPARTMENT VACCINE AND TB SCREENING REQUIREMENTS FOR STUDENTS/INTERNS/RESIDENTS.
4. University shall comply with all applicable laws, ordinances and regulations of governmental entities having jurisdiction over matters which are the subject of this Agreement. Further, pursuant to NRS Chapter 239B, University shall require background checks for students and instructional personnel participating in the activities covered by this Agreement. The University or the student will pay any cost associated with the background investigation. The results of these background checks may result in removal of a participant from the program, at Agency's discretion, or termination of this Agreement.
5. University shall immediately upon notice remove any student from Agency program under this Agreement whom Agency determines, in its reasonable discretion, imposes an unreasonable risk of harm to Agency personnel, clients, property or to him/herself, or who violates Agency policies, regulations or procedures despite warning.
6. The Department Director or designee will be the liaison officer and the principal contact between Agency and University for purposes of administration of this Agreement.

Responsibilities of the WCHD

1. WCHD shall have sole responsibility for establishing the policies, regulations and procedures applicable to its operations and activities. It shall notify University of all policies, regulations and procedures that it expects University's personnel and students to adhere to while on WCHD premises or conducting activities in WCHD facilities. WCHD may notify University personnel and students directly without prior notice to University of policies, regulations and procedures if circumstances prohibit such prior notice.
2. WCHD shall maintain its facilities that are open to University personnel and students in compliance with applicable local, state and federal laws and regulations and accreditation requirements, if any.
3. WCHD will provide physical facilities as necessary to the administration of this Agreement and to the conduct of the learning experiences conducted under the auspices of this Agreement, within the limits of the District.
4. WCHD administration and personnel recognize their responsibility to maintain a learning environment of high quality in which sound educational experiences can occur.
5. WCHD will provide learning opportunities for students within the limits of WCHD. The emphasis shall be on education rather than services without disruption of usual WCHD activities.
6. WCHD shall appoint a liaison officer and notify University of same. Such officer shall be the principal contact between WCHD and University for purposes of administration of this Agreement.
7. WCHD may remove and restrict from entry upon its premises University personnel or students who it determines, in its reasonable discretion, impose an unreasonable risk of harm to WCHD personnel, clients, property of him/herself, or who violates WCHD policies, regulations or procedures despite warning. WCHD shall exercise reasonable efforts under the circumstances to notify University of its intent to remove or restrict prior to taking action and shall notify University as soon thereafter as is reasonable.

WCHD personnel shall not be obligated to participate in the learning experiences of students referred to WCHD hereunder except to the extent agreed between University and WCHD. To the extent WCHD personnel are engaged in the supervision of student learning experiences they shall adhere to the learning experience requirements established under the authority of this Agreement and shall make such reports and provide such information specified therein.

Scheduling and Tracking Student Placements

Orvis School of Nursing shall select, in consultation with the WCHD, learning experiences to which the students will be assigned from among those learning opportunities made

available by the WCHD. School and the WCHD shall mutually determine dates and times for the use of these facilities by such students.

Types of WCHD student placements:

Groups of undergraduate nursing students
Individual graduate level students
RN to BSN students

Orvis School of Nursing agrees to prepare specific student schedules and other plans for instruction practice with the primary view of obtaining maximum educational benefit from the District's programs. The instruction period for each student or group of students is planned on academic semesters or an equivalent time period and will conform to the School calendar as approved by the Board of Regents.

Communication between School and District Program Staff

The student's instructor will provide a copy of the course syllabus, which includes the evaluation form(s) and expectations. Preceptors will be assigned to each student as appropriate and a mutually agreed upon plan for educational experience will be developed.

School and the District have appointed the following principal contacts for all communications in connection with this Agreement:

Contact for the District:

Mary-Ann Brown RN MSN
Division Director
Community and Clinical Health Services
PO Box 11130
Reno, NV 89520
775-328-2478
Email address: mabrown @washoecounty.us

Contact for Orvis School of Nursing:

Patsy L. Ruchala, RN, DNSc, Director
Orvis School of Nursing
1664 N. Virginia St. MS 0134
Reno, NV 89557
775-784-6841
pruchala@unr.edu

ATTACHMENT B

**WAHSOE COUNTY DISTRICT HEALTH DEPARTMENT
VACCINE AND TB SCREENING REQUIREMENTS* FOR
STUDENTS/INTERNS/RESIDENTS**

	9th Street and Off-site Clinical Areas	9th Street Non-Clinical Areas	Off-site Non-Clinical Areas
MMR	Required (1 dose or immunity to Measles, Mumps and Rubella if born before 1957, 2 doses if born during or after 1957)	Required (1 dose or immunity to Measles, Mumps and Rubella if born before 1957, 2 doses if born during or after 1957)	Recommended (2 doses if born during or after 1956)
Tdap	Required if 2 or more years since last Td booster	2007 – Recommend for next Tetanus booster	2007 – Recommend for next Tetanus booster
Varicella	Required (vaccine or history of chicken pox)	Recommended	Recommended
Influenza	Required during October – March	Recommended	Recommended
Approved TB Screening	Required (for example Quantiferon within 30 days prior to rotation or 2-step TST with second TST placed and read within 30 days prior to rotation)	Required (for example Quantiferon within 30 days prior to rotation or 2-step TST with second TST placed and read within 30 days prior to rotation)	N/A
Hepatitis B	If possible human blood exposure during rotation	If possible human blood exposure during rotation	If possible human blood exposure during rotation

* Requirements are based on student activities and location.



DISTRICT HEALTH DEPARTMENT

STAFF REPORT

BOARD MEETING DATE: 6/25/09

DATE: June 5, 2009

TO: District Board of Health

FROM: Patsy Buxton, Fiscal Compliance Officer, Washoe County Health District ^{7B}
775-328-2418, pbuxton@washoecounty.us

THROUGH: Eileen Coulombe, Administrative Health Services Officer 

SUBJECT: Ratification of Interlocal Agreement between the Washoe County Health District and the University of Nevada School of Medicine Integrated Clinical Services, Inc. and University of Nevada School of Medicine Multispecialty Group Practice North to provide physician consultative services for the Sexually Transmitted Disease clinic for the period July 1, 2009 through June 30, 2010 in the total amount of \$10,200; and if approved, authorize Chairman to execute the Interlocal Agreement.

SUMMARY

The Washoe County District Board of Health must approve and execute, or direct the Health Officer to execute, contracts in excess of \$50,000, Interlocal Agreements and amendments to the adopted budget.

District Board of Health Priority supported by this item:
Ratification of this Interlocal Agreement supports the District Board of Health's strategic priority: *Experience a low rate of communicable disease* and the Sexual Health Program's mission to provide coordinated and quality treatment, prevention and surveillance activities in Washoe County to reduce the transmission of sexually transmitted diseases (STDs). The STD Program emphasizes strategies that empower individuals to decrease risk-related behaviors, thereby decreasing the incidence of new STDs in the community.

PREVIOUS ACTION

This is an on-going Agreement that has been entered into annually for many years. Last year's Interlocal Agreement was approved by the District Board of Health on July 24, 2008.

AGENDA ITEM 7.C.3.

1001 EAST NINTH STREET / P.O. BOX 11130, RENO, NEVADA 89520 (775) 328-2400 FAX (775) 328-2279

www.washoecounty.us/health

WASHOE COUNTY IS AN EQUAL OPPORTUNITY EMPLOYER
PRINTED ON RECYCLED PAPER

BACKGROUND

The Washoe County Health District proposes to contract with the University of Nevada School of Medicine Integrated Clinical Services, Inc. and University of Nevada School of Medicine Multispecialty Group Practice North for the period July 1, 2009 through June 30, 2010 at the rate of \$850 per month not to exceed a total amount of \$10,200.

The Interlocal Agreement provides for a physician consultant for the Sexually Transmitted Disease clinic. The School will also review and approve treatment protocols and clinical evaluations performed by nurses; conduct clinical examination of clinic patients as requested by the District Program staff; provide STD in-services and updates two to four times per year; and discuss and review problem clinic patients as requested by District Program staff.

Washoe County's Risk Manager and Deputy District Attorney have reviewed and approved this Agreement.

FISCAL IMPACT

Should the Board approve this Interlocal Agreement, there will no additional impact to the adopted FY 10 budget as expenses for this contract were anticipated and projected in the Sexually Transmitted Disease Program (cost centers 171300) under account 710108, MD Consulting.

RECOMMENDATION

Staff recommends that the Washoe County District Board of Health ratify the Interlocal Agreement between the Washoe County Health District and the University of Nevada School of Medicine Integrated Clinical Services, Inc. and University of Nevada School of Medicine Multispecialty Group Practice North to provide physician consultative services for the Sexually Transmitted Disease clinic for the period July 1, 2009 through June 30, 2010 in the total amount of \$10,200; and if approved, authorize Chairman to execute the Interlocal Agreement.

POSSIBLE MOTION

Move to approve the Interlocal Agreement between the Washoe County Health District and the University of Nevada School of Medicine Integrated Clinical Services, Inc. and University of Nevada School of Medicine Multispecialty Group Practice North to provide physician consultative services for the Sexually Transmitted Disease clinic for the period July 1, 2009 through June 30, 2010 in the total amount of \$10,200; and if approved, authorize Chairman to execute the Interlocal Agreement.

INTERLOCAL AGREEMENT

THIS AGREEMENT is made and entered into between the WASHOE COUNTY HEALTH DISTRICT, hereinafter referred to as "District," and the UNIVERSITY OF NEVADA SCHOOL OF MEDICINE INTEGRATED CLINICAL SERVICES, INC., AND UNIVERSITY OF NEVADA SCHOOL OF MEDICINE MULTISPECIALTY GROUP PRACTICE NORTH, INC., dba MEDSchool Associates North, hereinafter referred to as "School."

WITNESSETH:

WHEREAS, the District conducts several clinical public health programs including a Sexually Transmitted Disease (STD) Clinic which requires the services of a physician consultant; and

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

WHEREAS, the School agrees to provide consultative and clinical services to the District for the STD Clinic as described herein;

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

The School agrees to:

1. Designate a faculty member to serve as Medical Consultant to the District for the STD Clinic.
2. Review and approve the treatment protocols and clinical evaluations performed by District nurses.
3. Serve on District committees as requested.
4. Discuss and review problem clinic patients with District staff on site and by telephone.
5. Conduct clinical examination of clinic patients as requested by the District Program staff based on a schedule mutually agreed upon by both parties.
6. Provide STD in-services and updates two to four times per year, based on a schedule mutually agreed upon by both parties.
7. Provide physician coverage 52 weeks a year. The School will provide coverage when the assigned physician is on vacation, or out of town or otherwise unavailable and will advise the District of the process to contact the School's back-up physician.
8. Bill the District each month for consultative/clinical services provided.
9. Comply with all applicable laws, ordinances and regulations of governmental entities including but not limited to bloodborne pathogens, tuberculosis exposures, professional licensure, and confidentiality of District medical records.
10. Require the physician(s) to submit the following documentation to the program supervisor prior to beginning services at the District: proof of immunity to measles and rubella, proof of hepatitis B immunization or a declination form, and a negative two-step baseline Tuberculosis Skin Test (TST) within 30 days prior to beginning services at the District; or a negative TST within the last year with a second negative TST within 30

days prior to beginning services at the District; or other TB screening documentation as may be required by the District's TB program Coordinator.

11. Review and comply with District policies regarding infection control, blood borne pathogen exposures, TB exposure, confidentiality of records, and to practice standard precautions while on site at the District.
12. Comply with OSHA Blood borne Pathogen requirements for Medical Service Providers. The requirements of Exhibit A are attached and included by reference.
13. Have the medical consultants for the STD Clinic submit to a full background investigation pursuant to NRS 179.180 et seq., which includes a criminal history check and fingerprinting, and authorize the District to receive the records. The discovery of a) an undisclosed conviction for a sexual offense or a conviction based on an arrest or initial charge for a sexual offense, b) an undisclosed pending arrest or initial charge for a sexual offense, or c) two or more incidents resulting in arrest or initial charge of sexual offense which have not resulted in conviction and were not disclosed may be grounds for immediate termination of this Agreement without prior notice by the District, as may the arrest, initial charge or conviction of physician for a sexual offense during the term of this Agreement.

The District agrees to:

1. Pay School \$10,200.00 annually at the rate of \$850.00 per calendar month for the administrative services provided as Medical Consultant of the STD Clinic.
2. Pay the School any sums still owing should this Agreement be terminated as provided hereafter and if such termination occurs during a month, School shall be paid a pro-rated amount for the fee for the month.
3. Reserve the right to withhold any payment if it is determined that the services described herein have not been provided.
4. Be responsible for all fiscal and program responsibilities, records and reports for patients provided services through District programs.
5. Refer patients to other health care providers should they require medical treatment outside of the STD protocol.
6. Provide physician(s) with appropriate forms to obtain fingerprints at the Washoe County Sheriff's Office.

HIPAA. As hybrid entities, the parties acknowledge the applicability of the Health Insurance Portability and accountability Act of 1996, P.L. 104-191 ("HIPAA") to any covered functions, which may be performed pursuant to this Agreement.

INDEMNIFICATION.

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

- b. The indemnification obligation under this paragraph is conditioned upon receipt of written notice by the indemnifying party within 30 days of the indemnified party's actual notice of any actual or pending claim or cause of action. The indemnifying party shall not be liable to hold harmless any attorneys' fees and costs for the indemnified party's chosen right to participate with legal counsel.
- c. In the event that the provisions of NRS Chapter 41 do not apply to a party, the party not covered by Chapter 41 shall indemnify the other party for any amount of damages in excess of the capped amount contained in Chapter 41 that may be awarded.

LIMITED LIABILITY. The parties will not waive and intend to assert available NRS chapter 41 liability limitations in all cases. Contract liability of both parties shall not be subject to punitive damages.

TERM. The term of this Agreement is from July 1, 2009 through June 30, 2010. This Agreement may be further extended for a term of up to one year, by agreement in writing between the parties within 60 days prior to the end of this Agreement. Ratification by the governing bodies shall be a condition precedent to its entry into force.

TERMINATION. Either party may terminate this Agreement by giving the other party written notice of the intent to terminate. The notice will specify a date upon which termination will be effective, which date may not be less than thirty (30) calendar days from the date of the termination notice.

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

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

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

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

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

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

Notices to School shall be addressed to:

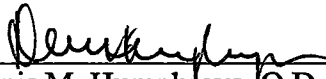
Gail Smith
UNSOM MEDSchool Associates North
Nelson Building – MS353
401 West Second Street, Suite 228
Reno, Nevada 89503-0353

Notices to the District shall be addressed to:

M.A. Anderson, MD, MPH, District Health Officer
Washoe County Health District
P O Box 11130
Reno NV 89520-0027

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

District Board of Health

By: 
Denis M. Humphreys, O.D., Chairman

Date: 6/25/09

University of Nevada School of Medicine Integrated Clinical Services, Inc., dba MEDSchool Associates North

By: _____
Ole J. Thienhaus, MD, MBA, ICS President

Date: _____

By: _____
Nevin Wilson, MD, MSAN President

Date: _____

EXHIBIT A

**Washoe County District Health Department
OSHA Bloodborne Pathogen Requirements for
Independent Contractors**

Although the OSHA Standard for bloodborne pathogens covers employees, the Washoe County District Health Department (WCDHD) wishes to insure that all individuals working on site (Independent contractor) at risk for exposure will adhere to the recommendations outlined in the WCDHD Bloodborne Pathogens Exposure Control Plan. Copies of the plan are available in the Division within the Department.

Your signature below indicates your agreement that:

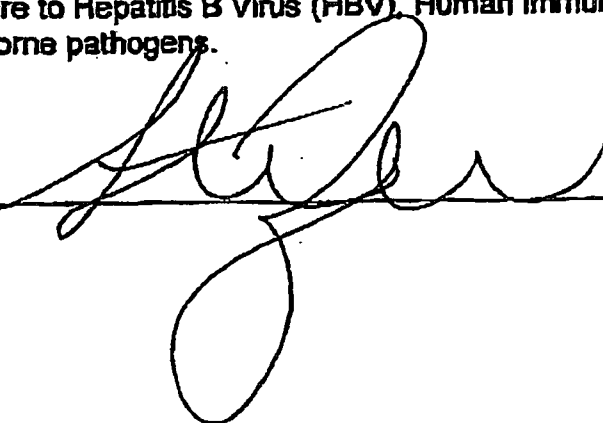
You have reviewed a current copy of the WCDHD Bloodborne Pathogen Exposure Control Plan as of the date below.

You will abide by those policies.

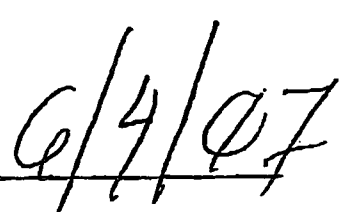
You have designated a health care provider to provide you post exposure evaluation and prophylaxis at our own expense in the event you are exposed to blood or body fluids.

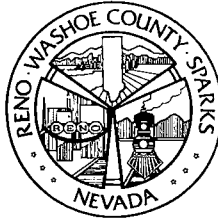
The WCDHD offers independent contractors initial and annual blood borne pathogen training. Should you decline this training, you agree to comply with any OSHA requirements for Bloodborne Pathogen training that might apply to you under Occupational Safety and Health Administration (OSHA) Bloodborne Pathogens Standard, 29 CFR 1910.1030, enacted in December, 1991, to reduce occupational exposure to Hepatitis B Virus (HBV), Human Immunodeficiency Virus (HIV) and other bloodborne pathogens.

NAME



DATE





DISTRICT HEALTH DEPARTMENT

STAFF REPORT

BOARD MEETING DATE: 6/25/09

DATE: June 5, 2009

TO: District Board of Health

FROM: Patsy Buxton, Fiscal Compliance Officer, Washoe County Health District ^{PB}
775-328-2418, pbuxton@washoecounty.us

THROUGH: Eileen Coulombe, Administrative Health Services Officer <sup>PB
JCE</sup>

SUBJECT: Ratification of Interlocal Agreement between the Washoe County Health District and Washoe County through its Department of Social Services to provide health care services to women with cervical dysplasia for the period July 1, 2009 through June 30, 2010; and if approved, authorize Chairman to execute the Interlocal Agreement.

SUMMARY

The Washoe County District Board of Health must approve and execute, or direct the Health Officer to execute, contracts in excess of \$50,000, Interlocal Agreements and amendments to the adopted budget.

District Board of Health Priority supported by this item:
Ratification of this Interlocal Agreement supports the District Board of Health's strategic priority: *Experience a low rate of communicable disease*. It also supports the Family Planning Program's mission to promote and assure that all Washoe County citizens have access to confidential, high quality, culturally competent reproductive health and family planning services that fosters healthy communities.

PREVIOUS ACTION

The District Board of Health approved a similar Interlocal Agreement on July 24, 2008.

BACKGROUND

The Washoe County Health District proposes to enter into contract with Washoe County through its Department of Social Services for the period July 1, 2009 through June 30, 2010.

AGENDA ITEM # 7.C.4.

District Board of Health meeting of June 25, 2009

Page 2

This Agreement provides for poverty level women (without alternative health care resources) diagnostic testing and treatment to reduce their chances of developing cervical cancer. The County will reimburse the Health District \$124 per colposcopy and \$150-\$190 (range related to whether an ECC biopsy is required) per Loop Electro-Excision Procedure (LEEP) not to exceed a total amount of \$12,000.

Washoe County's Risk Manager and Deputy District Attorney have reviewed and approved this Agreement. This Interlocal Agreement will also have to be approved by the Washoe Board of County Commissioners.

FISCAL IMPACT

Should the Board approve this Interlocal Agreement there will be no additional impact to the adopted FY 10 budget, as these amounts were anticipated and included in the adopted budget in Social Services program 179300 (Medical Assistance) for approximately \$12,000 in the medical services (710105) account line item.

RECOMMENDATION

Staff recommends that the Washoe County District Board of Health ratify the Interlocal Agreement between the Washoe County Health District and Washoe County through its Department of Social Services to provide health care services to women with cervical dysplasia for the period July 1, 2009 through June 30, 2010; and if approved, authorize Chairman to execute the Interlocal Agreement.

POSSIBLE MOTION

Move to ratify the Interlocal Agreement between the Washoe County Health District and Washoe County through its Department of Social Services to provide health care services to women with cervical dysplasia for the period July 1, 2009 through June 30, 2010; and if approved, authorize Chairman to execute the Interlocal Agreement.

INTERLOCAL AGREEMENT

This Interlocal Agreement contains the terms of the agreement between the **WASHOE COUNTY HEALTH DISTRICT, DIVISION OF COMMUNITY AND CLINICAL HEALTH SERVICES** and **WASHOE COUNTY** through its **DEPARTMENT OF SOCIAL SERVICES**, hereinafter referred to as the **DISTRICT** and the **COUNTY** respectively, entered into pursuant to Chapter 277 of the Nevada Revised Statutes.

Whereas, the District has clinical infrastructure to provide necessary health care services to women with cervical dysplasia; and

Whereas, the County's goal is to ensure that poverty level women (without alternative health care resources) receive diagnostic testing and treatment that will reduce their chances of developing cervical cancer; and

Whereas, the District agrees to provide these services to qualified clients as described herein,

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

The District agrees to:

1. Refer poverty level women requiring diagnostic testing and treatment to the County to be screened for financial assistance.
2. Provide medically necessary procedures (colposcopy and Loop Electro-Excision Procedures) for clients meeting Federal Financial Screening Standards as approved by the County.
3. Bill the County monthly for authorized clinical procedures.

The County agrees to:

1. Screen clients referred by the District's Family Planning Program to ensure client meets the Health Care Assistance Program's eligibility criteria. Notify District staff of approval or denial of financial assistance.
2. Reimburse the District in the amount of \$124 per colposcopy and \$150-\$190 (Range related to whether an ECC biopsy is required) per LEEP procedure upon receipt of itemized invoice for County eligible clients not to exceed \$12,000 per FY 10.

HIPAA: As hybrid entities, the parties acknowledge the applicability of the Health Insurance Portability and Accountability Act of 1996, P.L. 104-191 ("HIPAA") to any covered functions, which may be performed pursuant to this Interlocal Agreement.

AMENDMENT: This Interlocal Agreement may be amended at any time there is a need and both parties agree to the amendments in writing. Any amendment is subject to ratification by the governing bodies of the parties as a condition precedent to its entry into force.

RENEWAL: This Interlocal Agreement shall be reviewed and may be renewed by both parties yearly, with said renewal to be subject to ratification by the governing bodies of the parties.

TERMINATION: Either party may terminate this Interlocal Agreement by giving the other party written notice of the intent to terminate. The notice must specify a date upon which the termination will be effective, which date may not be less than 30 calendar days from the date of the mailing notice.

NOTICES: All written notices required under this Interlocal Agreement shall be addressed to the designated representative of the respective parties:

COUNTY: Kevin Schiller, Director
Washoe County Department of Social Services
P.O. Box 11130
Reno, NV 89520

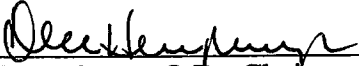
DISTRICT: Mary Anderson, MD, MPH
District Health Officer
Washoe County Health District
P.O. Box 11130
Reno, NV 89502

This Interlocal Agreement shall be entered into in Washoe County, State of Nevada, and shall be construed and interpreted according to the law of the State of Nevada.

Neither party may assign or subcontract any rights or obligations under the Interlocal Agreement without prior written consent of the other party.

This Interlocal Agreement constitutes the entire agreement between the parties with regard to the subject matter herein and supersedes all prior agreements, both written and oral.

This Interlocal Agreement will take effect on July 1, 2009 or upon ratification by the governing bodies of the parties, whichever is sooner, and shall remain in effect until June 30, 2010.



Denis M. Humphreys, O.D., Chairman
DISTRICT BOARD OF HEALTH

6/25/09

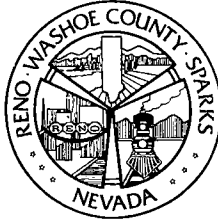
Date

Kevin Schiller, Director
WASHOE COUNTY
DEPARTMENT OF SOCIAL SERVICES

Date

David Humke, Chairman
WASHOE COUNTY COMMISSION

Date



DISTRICT HEALTH DEPARTMENT

STAFF REPORT

BOARD MEETING DATE: 6/25/09

DATE: June 5, 2009

TO: District Board of Health

FROM: Patsy Buxton, Fiscal Compliance Officer, Washoe County Health District ^{PB}
775-328-2418, pbuxton@washoecounty.us

THROUGH: Eileen Coulombe, Administrative Health Services Officer ^{EC}

SUBJECT: Ratification of Interlocal Agreement between the Washoe County Health District and Washoe County through its Department of Juvenile Services to provide consultative and clinical services for the period upon ratification through June 30, 2010; and if approved, authorize Chairman to execute the Interlocal Agreement.

SUMMARY

The Washoe County District Board of Health must approve and execute, or direct the Health Officer to execute, contracts in excess of \$50,000, Interlocal Agreements and amendments to the adopted budget.

District Board of Health Priority supported by this item:
Ratification of this Interlocal Agreement supports the District Board of Health's strategic priority: *Experience a low rate of communicable disease*. It also supports the Immunization Program's mission to promote public health by reducing vaccine preventable disease through immunization; the Sexual Health Program's mission to provide coordinated and quality treatment, prevention and surveillance activities in Washoe County to reduce the transmission of sexually transmitted diseases (STDs); and the Tuberculosis (TB) Program's mission to prevent and control tuberculosis in order to reduce morbidity, disability and premature death due to TB.

PREVIOUS ACTION

This is an on-going Agreement that has been entered into annually for many years. Last year's Interlocal Agreement was approved by the District Board of Health on July 24, 2008.

AGENDA ITEM # 7.C.5.

BACKGROUND

The District Health Department proposes to continue its on-going contract with the Washoe County Department of Juvenile Services, Wittenberg Hall Juvenile Detention Facility for the period upon ratification through June 30, 2010.

This Agreement provides for STD/TB treatment medications and tuberculosis testing solution. The County will reimburse the Health District for minor acute care medications, laboratory consultant time, pharmacy costs and materials.

Washoe County's Risk Manager and Deputy District Attorney have reviewed and approved this Agreement. This Interlocal Agreement will also have to be approved by the Washoe Board of County Commissioners.

FISCAL IMPACT

Should the Board approve this Interlocal Agreement there will be no additional impact to the adopted FY 10 budget, as these amounts were anticipated and included in the adopted budget in Juvenile Services program 127500 (Wittenberg Hall) for approximately \$500 in the medical services (710105) account line item.

RECOMMENDATION

Staff recommends that the Washoe County District Board of Health ratify the Interlocal Agreement between the Washoe County Health District and Washoe County through its Department of Juvenile Services to provide consultative and clinical services for the period upon ratification through June 30, 2010; and if approved, authorize Chairman to execute the Interlocal Agreement.

POSSIBLE MOTION

Move to ratify the Interlocal Agreement between the Washoe County Health District and Washoe County through its Department of Juvenile Services to provide consultative and clinical services for the period upon ratification through June 30, 2010; and if approved, authorize Chairman to execute the Interlocal Agreement.

INTERLOCAL AGREEMENT

This Interlocal Agreement contains the terms of agreement between the Washoe County Health District and Washoe County through its Department of Juvenile Services, hereinafter referred to as the District and County respectively, entered into pursuant to Chapter 277 of the Nevada Revised Statutes.

Whereas, the District has clinical infrastructure for adolescent health services; and

Whereas, the County's goal is to maintain optimal detainee health, including detection and treatment of communicable disease, and

Whereas, the District agrees to provide consultative and clinical support services to the County as described herein,

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

The District agrees to:

1. Provide, at no charge to the County, PPD solution for Tuberculosis testing, and STD/TB treatment medications.
2. Provide the services of the District's contract pharmacist to prepare medications for APN to administer and dispense per APN protocol signed by collaborating physician.
3. Make available minor acute care medications, at the District's cost, which would include pharmacy time and materials.
4. Pay for chlamydia, gonorrhea, HIV and syphilis screening as itemized on the State Lab invoice.
5. Provide Clinical Laboratory Consultant time to conduct an annual evaluation to ensure laboratory competency.
6. Sterilize the County's medical equipment on an as-needed basis.
7. Notify the County of APN training opportunities related to Bloodborne Pathogens and Tuberculosis.
8. Submit a monthly invoice to the County itemizing the costs of minor acute care medications, laboratory consultant time and pharmacy time and materials.

The County agrees to:

1. Screen Wittenberg detainees for chlamydia, gonorrhea and selectively for HIV and syphilis and forward tests to the Nevada State Lab.
2. Forward Lab logs to the District to facilitate payment verification.
3. Complete and forward Sexually Transmitted Infection Survey forms (STIS) for every patient screened.
4. Forward updated/revised APN protocol to the District.
5. Reimburse the District upon receipt of invoice for minor acute care medications, laboratory consultant time and pharmacy costs and materials as per Journal Entry.
6. Pick-up medications from the District within mutually agreed time frame.
7. Consent to APN's participation on the District's Family Planning Advisory Board.

The parties hereto agree that in performing the activities contained herein the District is acting as a business associate of the County, as that term is defined in the Health Insurance Portability and Accountability Act of 1996, and accordingly the District must comply with the provisions of the attached Exhibit A in regard to the records of juveniles who have not been adjudicated delinquent.

This Interlocal Agreement may be modified at any time by written agreement signed by both parties.

This Interlocal Agreement shall be reviewed and may be renewed by both parties yearly with said renewal to be subject to ratification by the governing bodies of the parties.

Either party may terminate this Interlocal Agreement by giving the other party written notice of the intent to terminate. The notice must specify a date upon which the termination will be effective, which date may not be less than 30 calendar days from the date of mailing or hand delivery of the notice.

All notices required under this Agreement shall be in writing and mailed, postage prepaid, addressed to the designated representative of the respective parties:

COUNTY: Les Gruner, Division Director
Washoe County Department of Juvenile Services
P.O. Box 11130
Reno, Nevada 89520

DISTRICT: M. A. Anderson, MD, MPH, District Health Officer
Washoe County Health District
P.O. Box 11130
Reno, Nevada 89520

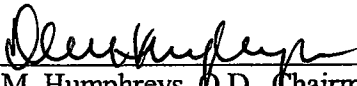
This Interlocal Agreement shall be entered into in Washoe County, State of Nevada, and shall be construed and interpreted according to the law of the State of Nevada.

Neither party may assign or subcontract any rights or obligations under this Interlocal Agreement without prior written consent of the other party.

This Interlocal Agreement constitutes the entire agreement between the parties with regards to the subject matter herein and supersedes all prior agreements, both written and oral.

This Interlocal Agreement will take effect upon ratification by the governing parties and shall remain in effect until June 30, 2010.

DISTRICT BOARD OF HEALTH

By: 
Denis M. Humphreys, O.D., Chairman

Date: 6/25/09

WASHOE COUNTY DEPARTMENT OF JUVENILE SERVICES

By: _____
Director of Juvenile Services

Date: _____

WASHOE COUNTY BOARD OF COUNTY COMMISSIONERS

By: _____
Chairman

Date: _____

EXHIBIT A
HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT
BUSINESS ASSOCIATE CONTRACT PROVISIONS

I. Definitions

Catch-all definition:

Terms used, but not otherwise defined, in this Exhibit and the Agreement have the same meaning as those terms in the Privacy Rule.

(a) Business Associate. "Business Associate" shall mean The Washoe County Health District.

(b) Covered Entity. "Covered Entity" shall mean The Washoe County Department of Juvenile Services Wittenberg Hall Juvenile detention Facility.

(c) Individual. "Individual" shall have the same meaning as the term "individual" in CFR §164.501 and shall include a person who qualifies as a personal representative in accordance with 45 CFR §164.502(g).

(d) Privacy Rule. "Privacy Rule" shall mean the Standards for Privacy of Individually Identifiable Health Information at 45 CFR Part 160 and Part 164, Subparts A and E.

(e) Protected Health Information. "Protected Health Information" shall have the same meaning as the term "protected health information" in 45 CFR §164.501, limited to the information created or received by Business Associate from or on behalf of Covered Entity.

(f) Required By Law. "Required By Law" shall have the same meaning as the term "required by law" in 45 CFR §164.501.

(g) Secretary. "Secretary" shall mean the Secretary of the Department of Health and Human Services or his designee.

II. Obligations and Activities of Business Associate

(a) Business Associate agrees to not use or disclose protected Health Information other than as permitted or required by the Agreement or as required by law.

(b) Business Associate agrees to use appropriate safeguards to prevent use or disclosure of the Protected Health Information other than as provided for by the Agreement.

(c) Business Associate agrees to mitigate, to the extent practicable, any harmful effect that is known to Business Associate of a use or disclosure of Protected Health Information by Business Associate in violation of the requirements of the Agreement.

(d) Business Associate agrees to report to Covered Entity any use or disclosure of the Protected Health Information not provided for by the Agreement of which it becomes aware.

(e) Business Associate agrees to ensure that any agent, including a subcontractor, to whom it provides Protected Health Information received from, or created or received by Business Associate on behalf of Covered Entity agrees to the same restrictions and conditions that apply through this Agreement to Business Associate with respect to such information.

(f) Business Associate agrees to provide access, at the request of Covered Entity, to Protected Health Information in a Designated Record Set, to covered Entity or, as directed by Covered Entity, to an Individual in order to meet the requirements under 45 CFR §164.524.

(g) Business Associate agrees to make any amendment(s) to Protected Health Information in a Designated Record Set that the Covered Entity directs or agrees to pursuant to 45 CFR §164.526 at the request of Covered Entity or an Individual.

(h) Business Associate agrees to make internal practices, books, and records, including policies and procedures and Protected Health Information, relating to the use and disclosure of Protected Health Information received from, or created or received by Business Associate on behalf of, Covered Entity available to the Washoe County Department of Juvenile Services Wittenberg Hall Juvenile Detention Facility, or to the Secretary, for purposes of the Secretary determining Covered Entity's compliance with the Privacy Rule.

(i) Business Associate agrees to document such disclosures of Protected Health Information and information related to such disclosures as would be required for covered Entity to respond to a request by an Individual for an accounting of disclosures of Protected Health Information in accordance with 45 CFR §164.528.

(j) Business Associate agrees to provide to Covered Entity or an Individual, information collected in accordance with the Agreement, to permit Covered Entity to respond to a request by an Individual for an accounting of disclosures of Protected Health Information in accordance with 45 CFR §164.528.

III. Permitted Uses and Disclosures by Business Associate

Refer to underlying services agreement:

Except as otherwise limited in this Agreement, Business Associate may use or disclose Protected Health Information to perform functions, activities, or services for, or on behalf of, Covered Entity as specified in the Interlocal Agreement, provided that such use or disclosure

would not violate the Privacy Rule if done by Covered Entity or the minimum necessary policies and procedures of the Covered Entity.

IV. Specific Use and Disclosure Provisions

(a) Except as otherwise limited in the Agreement, Business Associate may use Protected Health Information for the proper management and administration of the Business Associate or to carry out the legal responsibilities of the Business Associate.

(b) Except as otherwise limited in the Agreement, Business Associate may disclose Protected Health Information for the proper management and administration of the Business Associate, provided that disclosures are required by law, or Business Associate obtains reasonable assurances from the person to whom the information is disclosed that it will remain confidential and used or further disclosed only as required by law or for the purpose for which it was disclosed to the person, and the person notifies the Business Associate of any instances of which it is aware in which the confidentiality of the information has been breached.

(c) Except as otherwise limited in this Agreement, Business Associate may use Protected Health Information to provide Data Aggregation services to Covered Entity as permitted by 42 CFR §164.504(e)(2)(i)(B).

(d) Business Associate may use Protected Health Information to report violations of law to appropriate Federal and State authorities, consistent with §164.502(j)(1).

V. Obligations of Covered Entity

(a) Covered Entity shall notify Business Associate of any limitation(s) in its notice of privacy practices of Covered Entity in accordance with 45 CFR §164.520, to the extent that such limitation may affect Business Associate's use or disclosure of Protected Health Information.

(b) Covered Entity shall notify Business Associate of any changes in, or revocation of, permission by Individual to use or disclose Protected Health Information, to the extent that such changes may affect Business Associate's use or disclosure of Protected Health Information.

(c) Covered Entity shall notify Business Associate of any restriction to the use or disclosure of Protected Health Information that Covered Entity has agreed to in accordance with 45 CFR §164.522, to the extent that such restriction may affect Business Associate's use or disclosure of Protected Health Information.

VI. Permissible Requests by Covered Entity

Covered Entity shall not request Business Associate to use or disclose Protected Health Information in any manner that would not be permissible under the Privacy Rule if done by Covered Entity.

VII. Termination

(a) Termination for Cause. Upon Covered Entity's knowledge of a material breach by Business Associate, Covered Entity shall either:

(1) Provide an opportunity for Business Associate to cure the breach or end the violation and terminate the Agreement if Business Associate does not cure the breach or end the violation within the time specified by Covered Entity;

(2) Immediately terminate the Agreement if Business Associate has breached a material term of this Agreement and cure is not possible; or

(3) If neither termination nor cure are feasible, Covered Entity shall report the violation to the Secretary.

(b) Effect of Termination

(1) Except as provided in paragraph (2) of this section, upon termination of the Agreement, for any reason, Business Associate shall return or destroy all Protected Health Information received from Covered Entity, or created or received by Business Associate on behalf of Covered Entity. This provision shall apply to Protected Health Information that is in the possession of subcontractors or agents of Business Associate. Business Associate shall retain no copies of the Protected Health Information.

(2) In the event that Business Associate determines that returning or destroying the Protected Health Information is infeasible, Business Associate shall provide to Covered Entity notification of the conditions that make return or destruction infeasible. Upon receiving concurrence from Covered Entity that return or destruction of Protected Health Information is infeasible, Business Associate shall extend the protections of this Agreement to such Protected Health Information and limit further uses and disclosures of such Protected Health Information to those purposes that make the return or destruction infeasible, for so long as Business Associate maintains such Protected Health Information.

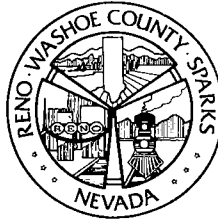
VIII. Miscellaneous

(a) Regulatory References. A reference in this Exhibit and Agreement to a section in the Privacy Rule means the section as in effect or as amended.

(b) Amendment. The Parties agree to take such action as is necessary to amend this Agreement from time to time as is necessary for Covered Entity to comply with the requirements of the Privacy Rule and the Health Insurance Portability and Accountability Act of 1996, Pub. L. No. 104-191.

(c) Survival. The respective rights and obligations of Business Associate under this Exhibit to the Agreement shall survive the termination of the Agreement.

(d) Interpretation. Any ambiguity in the Agreement shall be resolved to permit Covered Entity to comply with the Privacy Rule.



DISTRICT HEALTH DEPARTMENT

STAFF REPORT

BOARD MEETING DATE: 6/25/09

DATE: June 8, 2009
TO: District Board of Health
FROM: Patsy Buxton, Fiscal Compliance Officer, Washoe County Health District ^{PB}
775-328-2418, pbuxton@washoecounty.us

THROUGH: Eileen Coulombe, Administrative Health Services Officer ^{EC}

SUBJECT: Ratification of Interlocal Agreement between the Washoe County Health District and the Board of Regents of the Nevada System of Higher Education to provide educational opportunities for School of Public Health students to engage in practical application of classroom instruction in a public health agency environment, effective upon the approval of the District Board of Health and the Board of Regents through June 30, 2010; and if approved, authorize Chairman to execute the Interlocal Agreement.

SUMMARY

The Washoe County District Board of Health must approve and execute, or direct the Health Officer to execute, contracts in excess of \$50,000, Interlocal Agreements and amendments to the adopted budget.

District Board of Health Goals supported by this item:
Ratification of this Interlocal Agreement supports the District Board of Health's strategic goals: *Enhance collaborations with community groups and constituents; Recruit, retain and develop a competent public health workforce.*

PREVIOUS ACTION

This is an on-going Agreement. Last year's Interlocal Agreement was approved by the District Board of Health on July 24, 2008.

AGENDA ITEM # 7.C.6.

BACKGROUND

Washoe County Health District will provide learning opportunities for students within the limits of the Washoe County Health District. The emphasis shall be on education rather than services without disruption of usual Washoe County Health District activities. The language of this agreement does not prohibit students from giving shots or making service delivery. A copy of the Interlocal Agreement is attached.

Washoe County's Risk Manager and District Attorney have reviewed and approved this Agreement.

FISCAL IMPACT

Should the Board approve this Interlocal Agreement, there will be no fiscal impact to the adopted FY 10 budget as students and faculty will not receive compensation in connection with this Interlocal Agreement.

RECOMMENDATION

Staff recommends that the Washoe County District Board of Health ratify the Interlocal Agreement between the Washoe County Health District and the Board of Regents of the Nevada System of Higher Education to provide educational opportunities for School of Public Health students to engage in practical application of classroom instruction in a public health agency environment, effective upon the approval of the District Board of Health and the Board of Regents through June 30, 2010; and if approved, authorize Chairman to execute the Interlocal Agreement.

POSSIBLE MOTION

Move to ratify the Interlocal Agreement between the Washoe County Health District and the Board of Regents of the Nevada System of Higher Education to provide educational opportunities for School of Public Health students to engage in practical application of classroom instruction in a public health agency environment, effective upon the approval of the District Board of Health and the Board of Regents through June 30, 2010; and if approved, authorize Chairman to execute the Interlocal Agreement.

A Contract Between Washoe County Health District
Acting By and Through Its
HEALTH DEPARTMENT
(hereinafter referred to as the WCHD)
P.O. BOX 11130
Reno, Nevada 89520

and

THE BOARD OF REGENTS
OF THE NEVADA SYSTEM OF HIGHER EDUCATION
(hereinafter referred to as University)
University of Nevada, Reno
Reno, Nevada 89557

WHEREAS, the University of Nevada School of Public Health desires to have access to community and clinical public health opportunities for medical residents during their preceptorship experience; and

WHEREAS, the WCHD conducts several community and clinical public health programs which would be enhanced by the services of medical residents; and

WHEREAS, it is deemed that the services hereinafter set forth are both necessary and in the best interests of the parties;

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

CONTRACT TERM. This Contract shall be effective upon approval of the Board of Regents and the Washoe County Board of Health, through June 30, 2010, subject to continued funding or until this Agreement is terminated pursuant to the terms of this agreement, whichever date shall first occur.

TERMINATION. This Contract may be terminated by either party prior to the date set forth in paragraph (1), provided that a termination shall not be effective until 30 days after a party has served written notice upon the other party. This Contract may be terminated by mutual consent of both parties or unilaterally by either party without cause. The parties expressly agree that this Contract shall be terminated immediately if for any reason County, State and/or Federal funding ability to satisfy this Contract is withdrawn, limited, or impaired. This Contract may also be renegotiated in the event of a reduction in the anticipated County, State, or Federal funding revenue required to satisfy this Contract.

NOTICE. All notices or other communications required or permitted to be given under this Contract shall be in writing and shall be deemed to have been duly given if delivered personally in hand, by telephonic facsimile with simultaneous regular mail, or mailed certified mail, return receipt requested, postage prepaid on the date posted, and addressed to the other party at the address set forth above.

INCORPORATED DOCUMENTS. The parties agree that the services to be performed shall be specifically described; this Contract incorporates the following attachments:

ATTACHMENT A: SCOPE OF EDUCATIONAL EXPERIENCE (See Attachment A)

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.

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

INDEMNIFICATION.

a. Consistent with the Limited Liability provision stated above, each party shall indemnify, hold harmless and defend, not excluding the other's right to participate, the other party from and against all liability, claims, actions, damages, losses, and expenses, including but not limited to reasonable attorneys' fees and costs, arising out of any alleged negligent or willful acts or omissions of the indemnifying party, its officers, employees and agents. Such obligation shall not be construed to negate, abridge, or otherwise exist as to any party or person, described in this paragraph.

b. The indemnification obligation under this paragraph is conditioned upon receipt of written notice by the indemnifying party within 30 days of the indemnified party's actual notice of any actual or pending claim or cause of action.

FORCE MAJEURE. Neither party shall be deemed to be in violation of this Contract if it is prevented from performing any of its obligations hereunder due to strikes, failure of public transportation, civil or military authority, act of public enemy, accidents, fires, explosions, or acts of God, including, without limitation, earthquakes, floods, winds, or storms. In such an event the intervening cause must not be through the fault of the party asserting such an excuse, and the excused party is obligated to promptly perform in accordance with the terms of the Contract after the intervening cause ceases.

HIPAA. As covered entities, the parties acknowledge the applicability of the Health Insurance Portability and Accountability Act of 1996, P.L. 104-191 ("HIPAA") to any covered functions, which may be performed pursuant to this Agreement.

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.

SEVERABILITY. If any provision contained in this Contract is held to be unenforceable by a court of law or equity, this Contract shall be construed as if such provision did not exist and the nonenforceability of such provision shall not be held to render any other provision or provisions of this Contract unenforceable.

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.

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.

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.

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 service set forth in this agreement.

GOVERNING LAW; JURISDICTION. This Contract and the rights and obligations of the parties hereto shall be governed by, and construed according to, the laws of the State of Nevada. The parties consent to the jurisdiction of the Washoe County, Nevada district courts for enforcement of this Contract.

ENTIRE AGREEMENT AND MODIFICATION. This Contract and its integrated attachment(s) constitute the entire agreement of the parties and such are intended as a complete and exclusive statement of the promises, representations, negotiations, discussions, and other agreements that may have been made in connection with the subject matter hereof. Unless an integrated attachment to this Contract specifically displays a mutual intent to amend a particular part of this Contract, general conflicts in language between any such attachment and this Contract shall be construed consistent with the terms of this Contract. Unless otherwise expressly authorized by the terms of this Contract, no modification or amendment to this Contract shall be binding upon the parties unless the same is in writing and signed by the respective parties hereto, approved by Washoe County's legal advisor.

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

APPROVED BY BOARD OF HEALTH

_____ On 6/25/09 _____ Chairman
Washoe County Board of Health Date Title

ATTEST:

_____ On _____
Date

APPROVED BY BOARD OF REGENTS

_____ On _____
Date Title

_____ On _____

**ATTACHMENT A
SCOPE OF EDUCATIONAL EXPERIENCE
SCHOOL OF PUBLIC HEALTH**

Responsibilities of the Parties

1. The parties agree to jointly plan for the utilization of the WCHD's facilities for student educational experiences as part of preparation of public health and other related professionals. The maximum number of students and the specific period shall be jointly determined after consideration of the District's facilities and adequacy, extent and variety of learning experiences available.
2. Both parties agree that students are not considered employees of either party under this Agreement.

Responsibilities of the University

1. University shall maintain oversight of students participating in educational opportunities through WCHD programs.
2. University shall ensure that all students carry and have evidence of adequate group medical insurance prior to the participation in any educational experience at the WCHD.
3. University shall ensure that vaccine and TB screening requirements have been met for all students and faculty prior to the beginning of an educational experience on site at the WCHD based on individual student activities/placement. The requirements for each student placement are contained in Attachment B: WASHOE COUNTY HEALTH DISTRICT VACCINE AND TB SCREENING REQUIREMENTS FOR STUDENTS/INTERNS/RESIDENTS.
4. University shall comply with all applicable laws, ordinances and regulations of governmental entities having jurisdiction over matters which are the subject of this Agreement. Further, pursuant to NRS Chapter 239B, University shall require background checks for students and instructional personnel participating in the activities covered by this Agreement. The University or the student will pay any cost associated with the background investigation. The results of these background checks may result in removal of a participant from the program, at Agency's discretion, or termination of this Agreement.
5. University shall immediately upon notice remove any student from Agency program under this Agreement whom Agency determines, in its reasonable discretion, imposes an unreasonable risk of harm to Agency personnel, clients, property or to him/herself, or who violates Agency policies, regulations or procedures despite warning.
6. The Department Director or delegatee will be the liaison officer and the principal contact between Agency and University for purposes of administration of this Agreement.

Responsibilities of the WCHD

1. WCHD shall have sole responsibility for establishing the policies, regulations and procedures applicable to its operations and activities. It shall notify University of all policies,

regulations and procedures that it expects University's personnel and students to adhere to while on WCHD premises or conducting activities in WCHD facilities. WCHD may notify University personnel and students directly without prior notice to University of policies, regulations and procedures if circumstances prohibit such prior notice.

2. WCHD shall maintain its facilities that are open to University personnel and students in compliance with applicable local, state and federal laws and regulations and accreditation requirements, if any.
3. WCHD will provide physical facilities as necessary to the administration of this Agreement and to the conduct of the learning experiences conducted under the auspices of this Agreement, within the limits of the District.
4. WCHD administration and personnel recognize their responsibility to maintain a learning environment of high quality in which sound educational experiences can occur.
5. WCHD will provide learning opportunities for students within the limits of WCHD. The emphasis shall be on education rather than services without disruption of usual WCHD activities.
6. WCHD shall appoint a liaison officer and notify University of same. Such officer shall be the principal contact between WCHD and University for purposes of administration of this Agreement.
7. WCHD may remove and restrict from entry upon its premises University personnel or students who it determines, in its reasonable discretion, impose an unreasonable risk of harm to WCHD personnel, clients, property of him/herself, or who violates WCHD policies, regulations or procedures despite warning. WCHD shall exercise reasonable efforts under the circumstances to notify University of its intent to remove or restrict prior to taking action and shall notify University as soon thereafter as is reasonable.

WCHD personnel shall not be obligated to participate in the learning experiences of students referred to WCHD hereunder except to the extent agreed between University and WCHD. To the extent WCHD personnel are engaged in the supervision of student learning experiences they shall adhere to the learning experience requirements established under the authority of this Agreement and shall make such reports and provide such information specified therein.

Scheduling and Tracking Student Placements

The School of Public Health shall select, in consultation with the District, learning experiences to which the students will be assigned from among those learning opportunities made available by the WCHD. The School of Public Health and the WCHD shall mutually determine dates and times for the use of these facilities by such students.

Types of WCHD student placements:

Individual Undergraduate Students

Individual Graduate (Masters and PhD) Students

The School of Public Health agrees to prepare specific student schedules and other plans for instruction practice with the primary view of obtaining maximum educational benefit from the

District's programs. The instruction period for each student is planned on academic semesters or an equivalent time period and will conform to the School calendar as approved by the Board of Regents.

Communication between School and District Program Staff

The student's instructor will provide a copy of the course syllabus, which includes the evaluation form(s) and expectations. Preceptors will be assigned to each student as appropriate and a mutually agreed upon plan for educational experience will be developed.

School and the District have appointed the following principal contacts for all communications in connection with this Exhibit:

Contact for the District

Mary-Ann Brown RN MSN
Assistant Division Director
Community and Clinical Health Services
PO Box 11130
Reno, NV 89520
775-328-2478
Email address: mabrown@washoecounty.us

Contact for School of Public Health

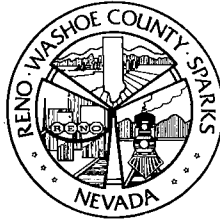
Sally Hardwick
School of Public Health MS 274
University of Nevada, Reno
Reno, NV 89557
775-682-7104

ATTACHMENT B

**WAHSOE COUNTY HEALTH DISTRICT
VACCINE AND TB SCREENING REQUIREMENTS* FOR
STUDENTS/INTERNS/RESIDENTS**

	9th Street and Off-site Clinical Areas	9th Street Non-Clinical Areas	Off-site Non-Clinical Areas
MMR	Required (1 dose or immunity to Measles, Mumps and Rubella if born before 1957, 2 doses if born during or after 1957)	Required (1 dose or immunity to Measles, Mumps and Rubella if born before 1957, 2 doses if born during or after 1957)	Recommended (2 doses if born during or after 1956)
Tdap	Required if 2 or more years since last Td booster	2007 – Recommend for next Tetanus booster	2007 – Recommend for next Tetanus booster
Varicella	Required (vaccine or history of chicken pox)	Recommended	Recommended
Influenza	Required during October – March	Recommended	Recommended
Approved TB Screening	Required (for example Quantiferon within 30 days prior to rotation or 2-step TST with second TST placed and read within 30 days prior to rotation)	Required (for example Quantiferon within 30 days prior to rotation or 2-step TST with second TST placed and read within 30 days prior to rotation)	N/A
Hepatitis B	If possible human blood exposure during rotation	If possible human blood exposure during rotation	If possible human blood exposure during rotation

* Requirements are based on student activities and location.



DISTRICT HEALTH DEPARTMENT

STAFF REPORT

BOARD MEETING DATE: 6/25/09

DATE: June 12, 2009

TO: District Board of Health

FROM: Patsy Buxton, Fiscal Compliance Officer, Washoe County Health District
775-328-2418, pbuxton@washoecounty.us *PB*

THROUGH: Eileen Coulombe, Administrative Health Services Officer *EC*

SUBJECT: Proposed ratification of Agreement between the Washoe County Health District and the Washoe County School District to provide student educational experiences as part of career exploration in public health related professions, effective upon approval of the District Board of Health through June 30, 2010; and if approved direct the Chairman to execute.

SUMMARY

The Washoe County District Board of Health must approve and execute, or direct the Health Officer to execute, contracts in excess of \$50,000, Interlocal Agreements and amendments to the adopted budget. Ratification of this item will allow high school interns to engage in mentor-directed activities in a public health agency environment.

Washoe County's Risk Manager and District Attorney have reviewed and approved the attached Agreement.

GOAL

Approval of this Agreement supports the Washoe County District Board of Health's goals of educating the community about public health and the services provided by the Health District and to recruit, retain and develop a competent public health workforce.

AGENDA ITEM # 7.C.7.

PREVIOUS ACTION

There has been no previous action taken by the District Board of Health. This is a new agreement with the Washoe County School District.

BACKGROUND

Washoe County Health District will provide learning opportunities for students within the limits of the Washoe County Health District. The emphasis shall be on education rather than services without disruption of usual Washoe County Health District activities.

FISCAL IMPACT

Should the Board approve this Agreement, there will be no additional impact to the adopted FY 10 budget as students will not receive compensation in connection with this Agreement.

RECOMMENDATION

Staff recommends that the Washoe County District Board of Health ratify the Agreement between Washoe County Health District and the Washoe County School District to provide student educational experiences as part of career exploration in public health related professions, effective upon approval of the District Board of Health through June 30, 2010; and if approved direct the Chairman to execute.

POSSIBLE MOTION

Move to ratify the Agreement between Washoe County Health District and the Washoe County School District to provide student educational experiences as part of career exploration in public health related professions, effective upon approval of the District Board of Health through June 30, 2010; and if approved direct the Chairman to execute.

A Contract Between Washoe County Health District
Acting By and Through Its
HEALTH DEPARTMENT
(hereinafter referred to as the WCHD)
P.O. BOX 11130
Reno, Nevada 89520

and

The Washoe County School District
(hereinafter referred to as WCSD)
425 E. Ninth Street
Reno, NV 89503

WHEREAS, WCSD conducts educational programs for the exploration of public health careers of students at the high school level, an integral portion of which includes the opportunity for students to engage in mentor-directed activities for high school interns in a Public Health Agency environment; and

WHEREAS, it is deemed that the services hereinafter set forth are both necessary and in the best interests of the parties;

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

1. **CONTRACT TERM**. This Contract shall be effective upon approval of the Washoe County Board of Health, through June 30, 2010, subject to continued funding or until this Agreement is terminated pursuant to the terms of this agreement, whichever date shall first occur.
2. **TERMINATION**. This Contract may be terminated by either party prior to the date set forth in paragraph (1), provided that a termination shall not be effective until 30 days after a party has served written notice upon the other party. This Contract may be terminated by mutual consent of both parties or unilaterally by either party without cause. The parties expressly agree that this Contract shall be terminated immediately if for any reason County, State and/or Federal funding ability to satisfy this Contract is withdrawn, limited, or impaired. This Contract may also be renegotiated in the event of a reduction in the anticipated County, State, or Federal funding revenue required to satisfy this Contract.
3. **NOTICE**. All notices or other communications required or permitted to be given under this Contract shall be in writing and shall be deemed to have been duly given if delivered personally in hand, by telephonic facsimile with simultaneous regular mail, or mailed certified mail, return receipt requested, postage prepaid on the date posted, and addressed to the other party at the address set forth above.
4. **INCORPORATED DOCUMENTS**. The parties agree that the services to be performed shall be specifically described; this Contract incorporates the following attachments:

ATTACHMENT A: SCOPE OF EDUCATIONAL EXPERIENCE (See Attachment A)

ATTACHMENT B: WASHOECOUNTY HEALTH DISTRICT VACCINE AND TB
SCREENING REQUIREMENTS (See Attachment B)

5. **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.
6. **LIMITED LIABILITY.** The parties will not waive and intends to assert available NRS Chapter 41 liability limitations in all cases. Contract liability of both parties shall not be subject to punitive damages. To the extent applicable, actual contract damages for any breach shall be limited by NRS 354.626.
7. **INDEMNIFICATION.**
- a. Consistent with the Limited Liability provision stated above, each party shall indemnify, hold harmless and defend, not excluding the other's right to participate, the other party from and against all liability, claims, actions, damages, losses, and expenses, including but not limited to reasonable attorneys' fees and costs, arising out of any alleged negligent or willful acts or omissions of the indemnifying party, its officers, employees and agents. Such obligation shall not be construed to negate, abridge, or otherwise exist as to any party or person, described in this paragraph.
 - b. The indemnification obligation under this paragraph is conditioned upon receipt of written notice by the indemnifying party within 30 days of the indemnified party's actual notice of any actual or pending claim or cause of action.
8. **FORCE MAJEURE.** Neither party shall be deemed to be in violation of this Contract if it is prevented from performing any of its obligations hereunder due to strikes, failure of public transportation, civil or military authority, act of public enemy, accidents, fires, explosions, or acts of God, including, without limitation, earthquakes, floods, winds, or storms. In such an event the intervening cause must not be through the fault of the party asserting such an excuse, and the excused party is obligated to promptly perform in accordance with the terms of the Contract after the intervening cause ceases.
9. **HIPAA.** As covered entities, the parties acknowledge the applicability of the Health Insurance Portability and Accountability Act of 1996, P.L. 104-191 ("HIPAA") to any covered functions, which may be performed pursuant to this Agreement.
10. **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.
11. **SEVERABILITY.** If any provision contained in this Contract is held to be unenforceable by a court of law or equity, this Contract shall be construed as if such provision did not exist and the nonenforceability of such provision shall not be held to render any other provision or provisions of this Contract unenforceable.

12. 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.

13. 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.

14. 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.

15. 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 service set forth in this agreement.

16. GOVERNING LAW; JURISDICTION. This Contract and the rights and obligations of the parties hereto shall be governed by, and construed according to, the laws of the State of Nevada. The parties consent to the jurisdiction of the Washoe County, Nevada district courts for enforcement of this Contract.

ENTIRE AGREEMENT AND MODIFICATION. This Contract and its integrated attachment(s) constitute the entire agreement of the parties and such are intended as a complete and exclusive statement of the promises, representations, negotiations, discussions, and other agreements that may have been made in connection with the subject matter hereof. Unless an integrated attachment to this Contract specifically displays a mutual intent to amend a particular part of this Contract, general conflicts in language between any such attachment and this Contract shall be construed consistent with the terms of this Contract. Unless otherwise expressly authorized by the terms of this Contract, no modification or amendment to this Contract shall be binding upon the parties unless the same is in writing and signed by the respective parties hereto, approved by Washoe County's legal advisor.

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

APPROVED BY BOARD OF HEALTH

Debra K. [Signature] On 6/25/09 Chairman
Washoe County Board of Health Date Title

ATTEST:

_____ On _____
Date

APPROVED BY WASHOE COUNTY SCHOOL DISTRICT

_____ On _____
Date Title

_____ On _____
Date Title

**ATTACHMENT A
SCOPE OF EDUCATIONAL EXPERIENCE
WASHOE COUNTY SCHOOL DISTRICT**

Responsibilities of the Parties

1. The parties agree to jointly plan for the utilization of the WCHD's facilities for student educational experiences as part of career exploration in public health related professions. The maximum number of students and the specific period shall be jointly determined after consideration of the District's facilities and adequacy, extent and variety of learning experiences available.
1. Both parties agree that students are not considered employees of either party under this Agreement.

Responsibilities of the WCSD

1. WCSD shall maintain oversight of students participating in educational opportunities through WCHD programs.
2. WCSD shall ensure that all students have access to medical care prior to the participation in any educational experience at the WCHD.
3. WCSD shall ensure that vaccine and TB screening requirements have been met for all students and faculty prior to the beginning of an educational experience on site at the WCHD based on individual student activities/placement. The requirements for each student placement are contained in Attachment B: WASHOE COUNTY HEALTH DISTRICT VACCINE AND TB SCREENING REQUIREMENTS FOR STUDENTS/INTERNS/RESIDENTS.
4. WCSD shall comply with all applicable laws, ordinances and regulations of governmental entities having jurisdiction over matters which are the subject of this Agreement. Further, pursuant to NRS Chapter 239B, WCSD shall require background checks for students and instructional personnel participating in the activities covered by this Agreement, if they are 18 years or older. The WCSD or the student will pay any cost associated with the background investigation. The results of these background checks may result in removal of a participant from the program, at Agency's discretion, or termination of this Agreement.
5. WCSD shall immediately upon notice remove any student from Agency program under this Agreement whom Agency determines, in its reasonable discretion, imposes an unreasonable risk of harm to Agency personnel, clients, property or to him/herself, or who violates Agency policies, regulations or procedures despite warning.
6. The Department Director or delegate will be the liaison officer and the principle contact between Agency and WCSD for purposes of administration of this Agreement.

Responsibilities of the WCHD

1. WCHD shall have sole responsibility for establishing the policies, regulations and procedures applicable to its operations and activities. It shall notify WCSD of all policies, regulations and

procedures that it expects WCSD's personnel and students to adhere to while on WCHD premises or conducting activities in WCHD facilities. WCHD may notify WCSD personnel and students directly without prior notice to WCSD of policies, regulations and procedures if circumstances prohibit such prior notice.

2. WCHD shall maintain its facilities that are open to WCSD personnel and students in compliance with applicable local, state and federal laws and regulations and accreditation WCHD requirements, if any.
3. WCHD will provide physical facilities as necessary to the administration of this Agreement and to the conduct of the learning experiences conducted under the auspices of this Agreement, within the limits of the District.
4. WCHD administration and personnel recognize their responsibility to maintain a learning environment of high quality in which sound educational experiences can occur
5. WCHD will provide learning opportunities for students within the limits of WCHD. The emphasis shall be on education rather than services without disruption of usual WCHD activities.
6. WCHD shall appoint a liaison officer and notify WCSD of same. Such officer shall be the principal contact between WCHD and WCSD for purposes of administration of this Agreement.
7. WCHD may remove and restrict from entry upon its premises WCSD personnel or students who it determines, in its reasonable discretion, impose an unreasonable risk of harm to WCHD personnel, clients, property of him/herself, or who violates WCHD policies, regulations or procedures despite warning. WCHD shall exercise reasonable efforts under the circumstances to notify WCSD of its intent to remove or restrict prior to taking action and shall notify WCSD as soon thereafter as is reasonable.

WCHD personnel shall not be obligated to participate in the learning experiences of students referred to WCHD hereunder except to the extent agreed between WCSD and WCHD. To the extent WCHD personnel are engaged in the supervision of student learning experiences they shall adhere to the learning experience requirements established under the authority of this Agreement and shall make such reports and provide such information specified therein.

Scheduling and Tracking Student Placements

WCSD shall select, in consultation with the WCHD, learning experiences to which the students will be assigned from among those learning opportunities made available by the WCHD. WCSD and the WCHD shall mutually determine dates and time for the use of these facilities by such students.

WCSD agrees to prepare specific student schedules and other plans for instruction practice with the primary view of obtaining maximum educational benefit from the District's programs. The instruction period for each student or group of students is planned on academic semesters or an equivalent time period and will conform to the School calendar as approved by the Washoe County School board.

Communication between WCSD and WCHD Staff

The student's instructor will provide a copy of the course syllabus, which includes the evaluation form(s) and expectations. Preceptors will be assigned to each student as appropriate and a mutually agreed upon plan for educational experience will be developed.

WCSD and WCHD have appointed the following principal contacts for all communications in connection with this Agreement:

Contact for Washoe County Health District:
Mary-Ann Brown, Division Director
Community and Clinical Health Services
PO Box 11130
Reno, NV 89520
775-328-2478
mabrown@washoecounty.us

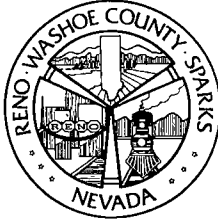
Contact for Washoe County School District:
Lisa Riggs, Administrator
Gifted and Talented Education Program
The Brown Center
14101 Old Virginia Road
Reno, NV 89521
775-850-8049

ATTACHMENT B

WASHOE COUNTY HEALTH DISTRICT
VACCINE AND TB SCREENING REQUIREMENTS* FOR
STUDENTS/INTERNS/RESIDENTS

	9 th Street and Off-site Clinical Areas	9 th Street Non-Clinical Areas	Off-site Non-Clinical Areas
MMR	Required (1 dose or immunity to Measles, Mumps and Rubella if born before 1957; 2 doses if born during or after 1957)	Required (1 dose or immunity to Measles, Mumps and Rubella if born before 1957; 2 doses if born during or after 1957)	Recommended (2 doses if born during or after 1956)
Tdap	Required if 2 or more years since last Td booster	2007 – Recommend for next Tetanus booster	2007 – Recommend for next Tetanus booster
Varicella	Required (vaccine or history of chicken pox)	Recommended	Recommended
Influenza	Required during October – March	Recommended	Recommended
Approved TB Screening	Required (for example Quantiferon within 30 days prior to rotation or 2-step TST with second TST placed and read within 30 days prior to rotation)	Required (for example Quantiferon within 30 days prior to rotation or 2-step TST with second TST placed and read within 30 days prior to rotation)	N/A
Hepatitis B	If possible human blood exposure during rotation	If possible human blood exposure during rotation	If possible human blood exposure during rotation

* Requirements are based on student activities and location.



DISTRICT HEALTH DEPARTMENT

STAFF REPORT

BOARD MEETING DATE: June 25, 2009

DATE: June 15, 2009

TO: District Board of Health

FROM: Lori Cooke, Fiscal Compliance Officer, Washoe County Health District
775-325-8068, lcooke@washoecounty.us *LC*

THROUGH: Eileen Coulombe, Administrative Health Services Officer *EC*
775-328-2417, ecoulombe@washoecounty.us

SUBJECT: Ratification of Interlocal Agreement between the Washoe County Health District and the University of Nevada School of Medicine Integrated Clinical Services, Inc., and University of Nevada School of Medicine Multispecialty Group Practice North, Inc., dba MEDSchool Associates North (MSAN), to provide physician consultative services for the period July 1, 2009 through June 30, 2010 in the total amount of \$7,650; and direct the Chairman of the Board to sign.

SUMMARY

The Washoe County District Board of Health must approve and execute, or direct the Health Officer to execute, contracts in excess of \$50,000, Interlocal Agreements and amendments to the adopted budget. A copy of the Interlocal Agreement is attached.

Goal supported by this item: Approval of this Interlocal Agreement supports the Immunization Program's mission to promote public health by reducing vaccine-preventable disease through immunization, with an emphasis on collaboration and cooperation with community partners.

PREVIOUS ACTION

This is an on-going Agreement that has been entered into annually for many years. Last year's Interlocal Agreement was approved by the District Board of Health on July 24, 2008.

BACKGROUND

The District Health Department proposes to contract with the University of Nevada School of Medicine, MEDSchool Associates North for the period July 1, 2009 through June 30, 2010 at the rate of \$637.50 per month, not to exceed a total amount of \$7,650.

AGENDA ITEM #7.C.8.

The Interlocal Agreement only covers physician consulting for the Immunization Program. As part of the cost reduction for the Health District Family Planning Program, the contract has been reduced by \$7,650 by removing Child/Adolescent Health services deliverables previously included.

The Interlocal Agreement provides for a physician consultant for Immunization Program including off-site clinic locations. The School will also review and approve treatment protocols and clinical evaluations performed by nurses; discuss and review problem clinic patients with staff on-site and by telephone; conduct clinical examination of clinic patients as requested by the District Program staff; provide physician coverage for all programs listed above 52 weeks per year; provide periodic in-service education to District staff upon request; bill the District each month for consultative/clinical services provided; review and comply with District policies regarding infection control, blood-borne pathogen exposures, TB exposure, confidentiality of records, and to practice standard precautions while on site at the District; comply with OSHA blood-borne pathogen requirements for medical service providers; require the physician(s) to submit immunization documentation prior to beginning services at the District; ensure that the physician consultant has submitted to a full background investigation pursuant to NRS 179.180 et seq.

Washoe County's Risk Manager and District Attorney have reviewed and approved this Agreement.

FISCAL IMPACT

Should the Board approve this Interlocal Agreement, there will be no additional impact to the adopted FY 10 budget as expenses for this contract were anticipated and projected in the Immunization Program (Cost Centers 173500 and Internal Order 10028) under General Ledger account 710108-MD Consulting.

RECOMMENDATION

Staff recommends that the Washoe County District Board of Health ratify the Interlocal Agreement between the Washoe County Health District and the University of Nevada School of Medicine Integrated Clinical Services, Inc., and University of Nevada School of Medicine Multispecialty Group Practice North, Inc., dba MEDSchool Associates North (MSAN), to provide physician consultative services for the period July 1, 2009 through June 30, 2010 in the total amount of \$7,650; and direct the Chairman of the Board to sign.

POSSIBLE MOTION

Move to approve ratification of the Interlocal Agreement between the Washoe County Health District and the University of Nevada School of Medicine Integrated Clinical Services, Inc., and University of Nevada School of Medicine Multispecialty Group Practice North, Inc., dba MEDSchool Associates North (MSAN), to provide physician consultative services for the period July 1, 2009 through June 30, 2010 in the total amount of \$7,650; and direct the Chairman of the Board to sign.

INTERLOCAL AGREEMENT

THIS AGREEMENT is made and entered into between the WASHOE COUNTY HEALTH DISTRICT, hereinafter referred to as "District," and the UNIVERSITY OF NEVADA SCHOOL OF MEDICINE INTEGRATED CLINICAL SERVICES, INC., AND UNIVERSITY OF NEVADA SCHOOL OF MEDICINE MULTISPECIALTY GROUP PRACTICE NORTH, INC., dba MEDSchool Associates North, hereinafter referred to as "School."

WITNESSETH:

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

WHEREAS, the School has faculty physicians who are licensed to practice medicine in the State of Nevada, and specialize in pediatric medicine; and

WHEREAS, the School agrees to provide a physician preceptor for the District's Advanced Practitioners of Nursing, and to provide consultative and clinical services for designated District programs as described herein;

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

The School agrees to:

1. Designate a faculty member to serve as the physician consultant to the District for the Immunization Programs including off-site clinic locations.
2. Review and approve treatment protocols and clinical evaluations performed by nurses.
3. Discuss and review problem clinic patients with staff on site and by telephone.
4. Conduct clinical examination of clinic patients as requested by the District Program staff.
5. Provide physician coverage for all programs listed above 52 weeks per year. Provide coverage when the assigned physician is on vacation, out of town or otherwise unavailable, and will notify the District who the back-up physician will be. School will also notify the back-up physician that he or she will be covering for the medical consultant during the time the medical consultant is unavailable.
6. Provide periodic in-service education to District staff upon request.
7. Bill the District each month for consultative/clinical services provided.
8. Review and comply with District policies regarding infection control, blood borne pathogen exposures, TB exposure, confidentiality of records, and to practice standard precautions while on site at the District.
9. Comply with OSHA blood borne pathogen requirements for medical service providers. The requirements of Exhibit A are attached and included by reference.
10. Require the physician(s) to submit the following documentation prior to beginning services at the District: proof of immunity to measles and rubella, proof of hepatitis B immunization or a declination form, and a negative two-step baseline Tuberculosis Skin Test (TST) within 30 days prior to beginning services at the District; or a negative TST within the last year with a

second negative TST within 30 days prior to beginning services at the District; or other TB screening documentation as may be required by the District's TB program Coordinator.

11. Ensure that the physician consultant has submitted to a full background investigation pursuant to NRS 179.180 et seq., which includes a criminal history check and fingerprinting, and authorize the District to receive the records. The discovery of a) an undisclosed conviction for a sexual offense or a conviction based on an arrest or initial charge for a sexual offense, b) an undisclosed pending arrest or initial charge for a sexual offense, or c) two or more incidents resulting in arrest or initial charge of sexual offense which have not resulted in conviction and were not disclosed may be grounds for immediate termination of this Agreement without prior notice by the District, as may the arrest, initial charge or conviction of physician for a sexual offense during the term of this Interlocal Agreement.

The District agrees to:

1. Pay School \$7,650 per year in 12 monthly installments of \$637.50 for medical consultant services described herein. Pay School any sums still owing should this Agreement be terminated as provided hereafter and if such termination occurs during a month, School shall be paid a pro-rated amount for the fee for that month.
2. Reserve the right to withhold any payment if it is determined that the services described herein have not been provided.
3. Be responsible for all fiscal and program responsibilities, records and reports for patients provided services through District programs.
4. Provide physician(s) with appropriate forms to obtain fingerprints at the Washoe County Sheriff's Office.

HIPAA. As hybrid entities, the parties acknowledge the applicability of the Health Insurance Portability and Accountability Act of 1996, P.L. 104-191 ("HIPAA") to any covered functions, which may be performed pursuant to this Agreement.

INDEMNIFICATION.

- a. Consistent with the Limited Liability provision stated below, each party shall indemnify, hold harmless and defend, not excluding the other's right to participate, the other party from and against all liability, claims, actions, damages, losses, and expenses, including but not limited to reasonable attorneys' fees and costs, arising out of any alleged negligent or willful acts or omissions of the indemnifying party, its officers, employees and agents. Such obligation shall not be construed to negate, abridge, or otherwise reduce any other right or obligation of indemnity, which would otherwise exist as to any party or person, described in this paragraph.
- b. The indemnification obligation under this paragraph is conditioned upon receipt of written notice by the indemnifying party within 30 days of the indemnified party's actual notice of any actual or pending claim or cause of action. The indemnifying party shall not be liable to hold harmless any attorneys' fees and costs for the indemnified party's chosen right to participate with legal counsel.
- c. In the event that the provisions of NRS Chapter 41 do not apply to a party, the party not covered by Chapter 41 shall indemnify the other party for any amount of damages in excess of the capped amount contained in Chapter 41 that may be awarded.

LIMITED LIABILITY. The parties will not waive and intend to assert available NRS chapter 41 liability limitations in all cases. Contract liability of both parties shall not be subject to punitive damages. To the extent applicable, actual contract damages for any breach shall be limited by NRS 353.360 and NRS 354.626.

TERM. The term of this Agreement is from July 1, 2009 through June 30, 2010. This Agreement may be further extended for a term of up to one year, by agreement in writing between the parties within 30 days prior to the end of this Agreement. Ratification by the governing bodies shall be a condition precedent to its entry into force.

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

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

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

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

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

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

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

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

Notices to School shall be addressed to:

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

Notices to the District shall be addressed to:

M. A. Anderson, MD, MPH, District Health Officer
Washoe County Health District
P O Box 11130
Reno NV 89520-0027

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

District Board of Health

By:  Date: 6/25/09
Denis M. Humphreys, O.D., Chairman

University of Nevada School of Medicine Integrated Clinical Services, Inc., dba MEDSchool Associates North

By: _____ Date: _____
Ole J. Thienhaus, MD, MBA, ICS President

By: _____ Date: _____
Nevin Wilson, MD, MSAN President

EXHIBIT A

Washoe County District Health Department
OSHA Bloodborne Pathogen Requirements for
Independent Contractors

Although the OSHA Standard for bloodborne pathogens covers employees, the Washoe County District Health Department (WCDHD) wishes to insure that all individuals working on site (independent contractor) at risk for exposure will adhere to the recommendations outlined in the WCDHD Bloodborne Pathogens Exposure Control Plan. Copies of the plan are available in the Division within the Department.

Your signature below indicates your agreement that:

You have reviewed a current copy of the WCDHD Bloodborne Pathogen Exposure Control Plan as of the date below.

You will abide by those policies.

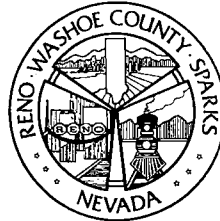
You have designated a health care provider to provide you post exposure evaluation and prophylaxis at our own expense in the event you are exposed to blood or body fluids.

The WCDHD offers independent contractors initial and annual blood borne pathogen training. Should you decline this training, you agree to comply with any OSHA requirements for Bloodborne Pathogen training that might apply to you under Occupational Safety and Health Administration (OSHA) Bloodborne Pathogens Standard, 29 CFR 1910.1030, enacted in December, 1991, to reduce occupational exposure to Hepatitis B Virus (HBV), Human Immunodeficiency Virus (HIV) and other bloodborne pathogens.

<u>Judy Larson</u>	<u>8/24/06</u>
NAME	DATE

Revised 12/2005

2006 AUG 28 AM 10: 10
RECEIVED
OFFICE OF
SPONSORED PROJECTS




DISTRICT HEALTH DEPARTMENT


STAFF REPORT

BOARD MEETING DATE: June 25, 2009

DATE: June 15, 2009

TO: District Board of Health

FROM: Lori Cooke, Fiscal Compliance Officer, Washoe County Health District 
775-325-8068, lcooke@washoecounty.us

THROUGH: Eileen Coulombe, Administrative Health Services Officer 
775-328-2417, ecoulombe@washoecounty.us

SUBJECT: Ratification of Interlocal Agreement between the Washoe County Health District and the University of Nevada School of Medicine Integrated Clinical Services, Inc., and University of Nevada School of medicine Multispecialty Group Practice North, Inc., dba MEDSchool Associates North (MSAN) to provide laboratory director services for the period July 1, 2009 through June 30, 2010 in the total amount of \$2,700; and direct the Chairman of the Board to sign.

SUMMARY

The Washoe County District Board of Health must approve and execute, or direct the Health Officer to execute, contracts in excess of \$50,000, Interlocal Agreements and amendments to the adopted budget. A copy of the Interlocal Agreement is attached.

Goal supported by this item: Ratification of this Interlocal Agreement supports the District Board of Health's strategic priority: *Experience a low rate of communicable disease* and supports the Health District's Sexual Health, Family Planning, and Women, Infant and Children program missions.

PREVIOUS ACTION

This is an on-going Agreement that has been entered into annually for many years. Last year's Interlocal Agreement was approved by the District Board of Health on July 24, 2008.

BACKGROUND

The District Health Department proposes to contract with the University of Nevada School of Medicine Multispecialty Group North, Inc. dba MEDSchool Associates North for the period July 1, 2008 through June 30, 2009 at the rate of \$225 per month not to exceed a total amount of \$2,700.

AGENDA ITEM # 7.C.9.

The Interlocal Agreement provides for a laboratory director that will assume responsibility for the overall operations and administration of the laboratory by assuring the competency of personnel who perform FDA CLIA (Clinical Laboratory Improvement Amendments) waive test procedures and that test results are recorded and reported promptly, accurately, and proficiently in compliance with applicable regulations. Some examples of FDA CLIA waive tests are: dipstick or tablet reagent urinalysis, blood glucose testing (HemoCue, blood glucose device, etc.), hemoglobin, Rapid HIV-1 antibody tests, etc.

MSAN will also review and approve the laboratory manual annually; discuss and review laboratory issues with staff on site at least once every 30 consecutive days and by telephone as needed; provide periodic in-service education to District staff upon request; provide physician coverage 52 weeks per year; bill the District monthly for services provided; review and comply with District policies regarding infection control, blood-borne pathogen exposures, TB exposure, confidentiality of records, and to practice standard precautions while on site at the District; comply with OSHA blood-borne pathogen requirements for medical service providers; require the physician(s) to submit immunization documentation prior to beginning services at the District; ensure that the physician consultant has submitted to a full background investigation pursuant to NRS 179.180 et seq.

Washoe County's Risk Manager and Deputy District Attorney have reviewed and approved this Agreement.

FISCAL IMPACT

Should the Board approve this Interlocal Agreement, there will no additional impact to the adopted FY 10 budget as expenses for this contract were anticipated and projected in the Sexual Health, Family Planning, and Women, Infant and Children programs (cost centers 171300, 173000, and internal order 10035) under General Ledger account 710108-MD Consulting.

RECOMMENDATION

Staff recommends that the Washoe County District Board of Health ratify the Interlocal Agreement between the Washoe County Health District and the University of Nevada School of Medicine Integrated Clinical Services, Inc., and University of Nevada School of medicine Multispecialty Group Practice North, Inc., dba MEDSchool Associates North (MSAN) to provide laboratory director services for the period July 1, 2009 through June 30, 2010 in the total amount of \$2,700; and direct the Chairman of the Board to sign.

POSSIBLE MOTION

Move to approve ratification of the Interlocal Agreement between the Washoe County Health District and the University of Nevada School of Medicine Integrated Clinical Services, Inc., and University of Nevada School of medicine Multispecialty Group Practice North, Inc., dba MEDSchool Associates North (MSAN) to provide laboratory director services for the period July 1, 2009 through June 30, 2010 in the total amount of \$2,700; and direct the Chairman of the Board to sign.

INTERLOCAL AGREEMENT

THIS AGREEMENT is made and entered into between the Washoe County Health District, hereinafter referred to as "District," and the University of Nevada School of Medicine Integrated Clinical Services, Inc., and University of Nevada School of Medicine Multispecialty Group Practice North, Inc., dba MEDSchool Associates North, hereinafter referred to as "MSAN."

WHEREAS, the District conducts several public health programs which require the services of a physician consultant; and

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

WHEREAS, MSAN agrees to provide a faculty member to serve as the District's Laboratory Director;

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

The MSAN agrees to:

1. Designate a faculty member to assume responsibility for the overall operations and administration of the laboratory by assuring the competency of personnel who perform test procedures; that test results are recorded and reported promptly, accurately, and proficiently in compliance with applicable regulations.
2. Review and approve the laboratory manual annually.
3. Discuss and review laboratory issues with staff on site at least once every 30 consecutive days and by telephone as needed.
4. Provide periodic in-service education to District staff upon request.
5. Provide physician coverage 52 weeks per year. If the director is absent from the laboratory for 30 consecutive days or more, he shall provide a licensed substitute to serve in his place.
6. Bill the District each month for services provided.
7. Review and comply with District policies regarding infection control, blood borne pathogen exposures, TB exposure, confidentiality of records, and to practice standard precautions while on site at the District.
8. Comply with OSHA blood borne pathogen requirements for medical service providers. The requirements of Exhibit A are attached and included by reference.
9. Require the physician(s) to submit the following documentation prior to beginning services at the District: proof of immunity to measles and rubella, proof of hepatitis B immunization or a declination form, and a negative two-step baseline Tuberculosis Skin Test (TST) within 30 days prior to beginning services at the District; or a negative TST within the last year with a second negative TST within 30 days prior to beginning services at the District; or other TB screening documentation as may be required by the District's TB program Coordinator.
10. Ensure that the physician consultant has submitted to a full background investigation pursuant to NRS 179.180 et seq., which includes a criminal history check and fingerprinting, and authorize the District to receive the records. The discovery of a) an undisclosed

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

The District agrees to:

1. Pay MSAN \$2,700 per year in 12 monthly installments of \$225 for medical consultant services described herein. Pay MSAN any sums still owing should this Agreement be terminated as provided hereafter and if such termination occurs during a month, MSAN shall be paid a pro-rated amount for the fee for that month.
2. Reserve the right to withhold any payment if it is determined that the services described herein have not been provided.
3. Be responsible for all fiscal and program responsibilities, records and reports for patients provided services through District programs.
4. Provide physician(s) with appropriate forms to obtain fingerprints at the Washoe County Sheriff's Office.
5. Provide no payment in advance of services. Payment is due within 30 days. Payments are to be mailed to the following address:

MEDSchool Associates North
Nelson Building – MS 353
Attention: Accounts Receivable
401 West Second Street, Suite 237
Reno, NV 89503-5353

INDEMNIFICATION.

- a. Consistent with the Limited Liability provision stated below, each party shall indemnify, hold harmless and defend, not excluding the other's right to participate, the other party from and against all liability, claims, actions, damages, losses, and expenses, including but not limited to reasonable attorneys' fees and costs, arising out of any alleged negligent or willful acts or omissions of the indemnifying party, its officers, employees and agents. Such obligation shall not be construed to negate, abridge, or otherwise reduce any other right or obligation of indemnity, which would otherwise exist as to any party or person, described in this paragraph.
- b. The indemnification obligation under this paragraph is conditioned upon receipt of written notice by the indemnifying party within 30 days of the indemnified party's actual notice of any actual or pending claim or cause of action. The indemnifying party shall not be liable to hold harmless any attorneys' fees and costs for the indemnified party's chosen right to participate with legal counsel.
- c. In the event that the provisions of NRS Chapter 41 do not apply to a party, the party not covered by Chapter 41 agrees to indemnify the other party for any amount of damages in excess of the capped amount contained in Chapter 41 that may be awarded.

LIMITED LIABILITY. The parties will not waive and intend to assert available NRS chapter 41 liability limitations in all cases. Contract liability of both parties shall not be subject to punitive

damages. To the extent applicable, actual contract damages for any breach shall be limited by NRS 353.260 and NRS 354.626.

HIPAA. As hybrid entities, the parties acknowledge the applicability of the Health Insurance Portability and Accountability Act of 1996, P.L. 104-191 ("HIPAA") to any covered functions, which may be performed pursuant to this Agreement.

TERM. The term of this Agreement is from July 1, 2009 through June 30, 2010. This Agreement may be further extended for a term of up to one year, by agreement in writing between the parties within 30 days prior to the end of this Agreement. Ratification by the governing bodies shall be a condition precedent to its entry into force.

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

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

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

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

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

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

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

NOTICES. Official notices required under this Agreement shall be sent to the parties by certified or registered mail, return receipt requested, postage prepaid in the United States Postal

Service to the addresses set forth below, or to such other addresses as the parties may designate in writing from time to time by notice given in accordance with the provisions of this section.

Notices to MSAN shall be addressed to:

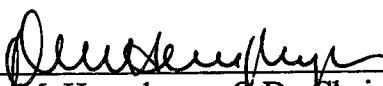
Gail Smith, Director of Contracting
UNR - UNSOM
1664 North Virginia Street
Penn Bldg, M/S 0332
Reno, Nevada 89557-0332

Notices to the District shall be addressed to:

M. A. Anderson, MD, MPH, District Health Officer
Washoe County Health District
P O Box 11130
Reno NV 89520-0027

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

District Board of Health

By:  Date: 6/25/09
Denis M. Humphreys, O.D., Chairman

University of Nevada School of Medicine Integrated Clinical Services, Inc., and University of Nevada School of Medicine Multispecialty Group Practice North, Inc., dba MEDSchool Associates North, hereinafter referred to as "MSAN."

By: _____ Date: _____
Ole J. Thienhaus, MD
ICS President and Dean of School of Medicine

By: _____ Date: _____
Nevin Wilson, MD
MSAN President

EXHIBIT A

Washoe County Health District
OSHA Bloodborne Pathogen Requirements for
Independent Contractors

Although the OSHA Standard for bloodborne pathogens covers employees, the Washoe County Health District (WCHD) wishes to insure that all individuals working on-site (independent contractor) at risk for exposure will adhere to the recommendations outlined in the WCHD Infection and Bloodborne Pathogen Exposure Control Plan. Copies of the plan are available in the Community and Clinical Health Services Division within the Department.

Your signature below indicates your agreement that:

You have reviewed a current copy of the WCHD Infection and Bloodborne Pathogen Exposure Control Plan as of the date indicated below.

You will abide by the policies contained in the plan.

You have designated a health care provider to provide you post exposure evaluation and prophylaxis at your own expense in the event you are exposed to blood or body fluids.

The WCHD offers independent contractors initial and annual bloodborne pathogen training. Should you decline this training, you agree to comply with any OSHA requirements for Bloodborne Pathogen training that might apply to you under the Occupational Safety and Health Administration (OSHA) Bloodborne Pathogens Standard, 29 CFR 1910.1030, enacted in December, 1991, to reduce occupational exposure to Hepatitis B Virus (HBV) Human Immunodeficiency Virus (HIV) and other bloodborne pathogens.

Signature

Date

Date Fingerprinted: _____

NAME:
(PRINT)

DATE OF BIRTH _____

ALIAS(ES) INCLUDING MAIDEN NAME:

PLACE OF BIRTH _____

SEX _____ RACE _____ HEIGHT _____ WEIGHT _____

EYE COLOR _____ HAIR COLOR _____

CITIZENSHIP _____ SOCIAL SECURITY NUMBER _____

STREET ADDRESS _____

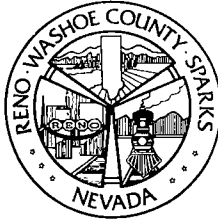
CITY/STATE/ZIP _____

OCCUPATION _____

DEPARTMENT ACCOUNT NUMBER _____

DEPARTMENT NAME _____
& ADDRESS _____

Info on this form is mandatory for submission of fingerprints to the State and F.B.I. The sheet will be retained by the Sheriff's Office until transmission of the fingerprints has been verified and will then be shredded.



DISTRICT HEALTH DEPARTMENT

STAFF REPORT

BOARD MEETING DATE: June 25, 2009

DATE: June 15, 2009

TO: District Board of Health

FROM: Lori Cooke, Fiscal Compliance Officer, Washoe County Health District
775-328-2418, pbuxton@washoecounty.us *LC*

THROUGH: Eileen Coulombe, Administrative Health Services Officer *EC*

SUBJECT: **Ratification of Interlocal Agreement between the Washoe County Health District and the Board of Regents of the Nevada System of Higher Education to provide community and clinical public health opportunities for School of Medicine residents during their preceptorship experience, effective upon execution by both parties through June 30, 2010; and if approved authorize the Chairman to execute.**

SUMMARY

The Washoe County District Board of Health must approve and execute, or direct the Health Officer to execute, contracts in excess of \$50,000, Interlocal Agreements and amendments to the adopted budget.

Goal supported by this item: Ratification of this Agreement supports the Washoe County District Board of health's goals of educating the community about public health and the services provided by the Health District; Enhance collaborations with community groups and constituents; and Recruit, retain and develop a competent public health workforce.

PREVIOUS ACTION

This is an ongoing agreement. The Board approved the FY09 agreement on August 28, 2007.

BACKGROUND

Washoe County Health District will provide learning opportunities for residents within the limits of the students within the limits of the agency. The emphasis shall be on education rather than services without disruption of usual Washoe County Health District activities. The language of this agreement does not prohibit students from giving shots or making service delivery. A copy of the Interlocal Agreement is attached.

Washoe County's Risk Manager and District Attorney have reviewed and approved this Agreement.

AGENDA ITEM # 7.C.10.

District Board of Health
June 25, 2009
Page 2

FISCAL IMPACT

Should the Board approve this Interlocal Agreement, there will be no fiscal impact to the adopted FY 10 budget as students and faculty will not receive compensation in connection with this Interlocal Agreement.

RECOMMENDATION

Staff recommends that the Washoe County District Board of Health ratify the Interlocal Agreement between the Washoe County Health District and the Board of Regents of the Nevada System of Higher Education to provide community and clinical public health opportunities for School of Medicine residents during their preceptorship experience, effective upon execution by both parties through June 30, 2010; and if approved authorize the Chairman to execute.

POSSIBLE MOTION

Move to approve ratification of the Interlocal Agreement between the Washoe County Health District and the Board of Regents of the Nevada System of Higher Education to provide community and clinical public health opportunities for School of Medicine residents during their preceptorship experience, effective upon execution by both parties through June 30, 2010; and if approved authorize the Chairman to execute.

A Contract Between Washoe County Health District
Acting By and Through Its
HEALTH DEPARTMENT
(hereinafter referred to as the WCHD)
P.O. BOX 11130
Reno, Nevada 89520

and

THE BOARD OF REGENTS
OF THE NEVADA SYSTEM OF HIGHER EDUCATION
(hereinafter referred to as University)
University of Nevada, Reno
Reno, Nevada 89557

WHEREAS, the University of Nevada School of Medicine desires to have access to community and clinical public health opportunities for medical residents during their preceptorship experience; and

WHEREAS, the WCHD conducts several community and clinical public health programs which would be enhanced by the services of medical residents; and

WHEREAS, it is deemed that the services hereinafter set forth are both necessary and in the best interests of the parties;

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

CONTRACT TERM. This Contract shall be effective upon approval of the Board of Regents and the Washoe County Board of Health, through June 30, 2010, subject to continued funding or until this Agreement is terminated pursuant to the terms of this agreement, whichever date shall first occur.

TERMINATION. This Contract may be terminated by either party prior to the date set forth in paragraph (1), provided that a termination shall not be effective until 30 days after a party has served written notice upon the other party. This Contract may be terminated by mutual consent of both parties or unilaterally by either party without cause. The parties expressly agree that this Contract shall be terminated immediately if for any reason County, State and/or Federal funding ability to satisfy this Contract is withdrawn, limited, or impaired. This Contract may also be renegotiated in the event of a reduction in the anticipated County, State, or Federal funding revenue required to satisfy this Contract.

NOTICE. All notices or other communications required or permitted to be given under this Contract shall be in writing and shall be deemed to have been duly given if delivered personally in hand, by telephonic facsimile with simultaneous regular mail, or mailed certified mail, return receipt requested, postage prepaid on the date posted, and addressed to the other party at the address set forth above.

INCORPORATED DOCUMENTS. The parties agree that the services to be performed shall be specifically described; this Contract incorporates the following attachments:

ATTACHMENT A: SCOPE OF COMMUNITY AND PREVENTIVE MEDICINE ROTATION (See Attachment A).

ATTACHMENT B: WASHOE COUNTY DISTRICT HEALTH DEPARTMENT VACCINE AND TB SCREENING REQUIREMENTS (See Attachment B)

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.

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

INDEMNIFICATION.

a. Consistent with the Limited Liability provision stated above, each party shall indemnify, hold harmless and defend, not excluding the other's right to participate, the other party from and against all liability, claims, actions, damages, losses, and expenses, including but not limited to reasonable attorneys' fees and costs, arising out of any alleged negligent or willful acts or omissions of the indemnifying party, its officers, employees and agents. Such obligation shall not be construed to negate, abridge, or otherwise exist as to any party or person, described in this paragraph.

b. The indemnification obligation under this paragraph is conditioned upon receipt of written notice by the indemnifying party within 30 days of the indemnified party's actual notice of any actual or pending claim or cause of action.

FORCE MAJEURE. Neither party shall be deemed to be in violation of this Contract if it is prevented from performing any of its obligations hereunder due to strikes, failure of public transportation, civil or military authority, act of public enemy, accidents, fires, explosions, or acts of God, including, without limitation, earthquakes, floods, winds, or storms. In such an event the intervening cause must not be through the fault of the party asserting such an excuse, and the excused party is obligated to promptly perform in accordance with the terms of the Contract after the intervening cause ceases.

HIPAA. As covered entities, the parties acknowledge the applicability of the Health Insurance Portability and Accountability Act of 1996, P.L. 104-191 ("HIPAA") to any covered functions, which may be performed pursuant to this Agreement.

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.

SEVERABILITY. If any provision contained in this Contract is held to be unenforceable by a court of law or equity, this Contract shall be construed as if such provision did not exist and the nonenforceability of such provision shall not be held to render any other provision or provisions of this Contract unenforceable.

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.

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.

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.


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 service set forth in this agreement.

GOVERNING LAW; JURISDICTION. This Contract and the rights and obligations of the parties hereto shall be governed by, and construed according to, the laws of the State of Nevada. The parties consent to the jurisdiction of the Washoe County, Nevada district courts for enforcement of this Contract.

ENTIRE AGREEMENT AND MODIFICATION. This Contract and its integrated attachment(s) constitute the entire agreement of the parties and such are intended as a complete and exclusive statement of the promises, representations, negotiations, discussions, and other agreements that may have been made in connection with the subject matter hereof. Unless an integrated attachment to this Contract specifically displays a mutual intent to amend a particular part of this Contract, general conflicts in language between any such attachment and this Contract shall be construed consistent with the terms of this Contract. Unless otherwise expressly authorized by the terms of this Contract, no modification or amendment to this Contract shall be binding upon the parties unless the same is in writing and signed by the respective parties hereto, approved by Washoe County's legal advisor.

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

APPROVED BY BOARD OF HEALTH

 On 6/25/09 Chairman
Washoe County Board of Health Date Title

ATTEST:

_____ On _____
Date

APPROVED BY BOARD OF REGENTS

_____ On _____
Date Title

_____ On _____

ATTACHMENT A
SCOPE OF COMMUNITY AND PREVENTIVE MEDICINE ROTATION
UNIVERSITY OF NEVADA SCHOOL OF MEDICINE

Responsibilities of the Parties

1. The parties agree to jointly plan for the utilization of the WCHD's facilities for opportunities for medical residents during their clinical rotation. The maximum number of residents and the specific period shall be jointly determined after consideration of the WCHD's facilities and adequacy, extent and variety of learning experiences available.
2. Both parties agree that residents are not considered employees of either party under this Agreement.

Responsibilities of the University

1. University shall designate a lead faculty person for oversight of all residents during their Community and Preventive Medicine rotation.
2. University shall require residents to review and comply with WCHD polices regarding infection control, blood borne pathogen exposures, TB exposures, confidentiality of records, and to practice standard precautions while on site at the WCHD's facilities.
3. University shall ensure that all residents carry and have evidence of adequate group medical insurance prior to the participation in any clinical rotation at the WCHD.
4. University shall ensure that vaccine and TB screening requirements have been met for all residents prior to the beginning of their clinical rotation on site at the WCHD based on individual resident activities. These requirements are contained in Attachment B: WASHOE COUNTY HEALTH DISTRICT VACCINE AND TB SCREENING REQUIREMENTS FOR STUDENTS/INTERNS/RESIDENTS.
5. University shall comply with all applicable laws, ordinances and regulations of governmental entities having jurisdiction over matters, which are the subject of this Agreement. Further, pursuant to NRS Chapter 239B, University shall require background checks for residents participating in the activities covered by this Agreement. The University or resident will pay any cost associated with the background investigation. The results of these background checks may result in removal of a participant from the program, at Agency's discretion, or termination of this Agreement.
6. University shall immediately upon notice remove any medical resident from Agency program under this Agreement whom Agency determines, in its reasonable discretion, imposes an unreasonable risk of harm to Agency personnel, clients, property or to him/herself, or who violates Agency policies, regulations or procedures despite warning.

Responsibilities of the WCHD

1. WCHD shall allow the UNSOM utilization of the WCHD's programs for a period of two weeks during each preceptor rotation.
2. WCHD shall be responsible for providing clinical environment for learning and evaluation of the residents while performing their Community and Preventive Medicine rotation.
3. WCHD shall not compensate residents for services provided.
4. WCHD will provide physical facilities as necessary to the administration of this Agreement and to the conduct of the learning experiences conducted under the auspices of this Agreement, within the limits of the WCHD.
5. WCHD administration and personnel recognize their responsibility to maintain a learning environment of high quality in which sound educational experiences can occur.
6. WCHD will provide learning opportunities for residents within the limits of WCHD. The emphasis shall be on education rather than services without disruption of usual WCHD activities.
7. WCHD shall appoint a liaison officer and notify University of same. Such officer shall be the principal contact between WCHD and University for purposes of administration of this Agreement.
8. WCHD may remove and restrict from entry upon its premises University personnel or residents who it determines, in its reasonable discretion, impose an unreasonable risk of harm to WCHD personnel, clients, property of him/herself, or who violates WCHD policies, regulations or procedures despite warning. WCHD shall exercise reasonable efforts under the circumstances to notify University of its intent to remove or restrict prior to taking action and shall notify University as soon thereafter as is reasonable.

WCHD personnel shall not be obligated to participate in the learning experiences of residents referred to WCHD hereunder except to the extent agreed between University and WCHD. To the extent WCHD personnel are engaged in the supervision of resident learning experiences they shall adhere to the learning experience requirements established under the authority of this Agreement and shall make such reports and provide such information specified therein.

Scheduling and Tracking Resident Placements

University shall select, in consultation with the WCHD, learning experiences to which the residents will be assigned from among those learning opportunities made available by the WCHD. University and the WCHD shall mutually determine dates and times for the use of these facilities by such residents.

University agrees to prepare residents schedules and other plans for instruction with the primary view of obtaining maximum educational benefit from the WCHD's programs.

Communication between School and WCHD Program Staff

The resident's instructor will provide a copy of the course syllabus, which includes the evaluation form(s) and expectations. Each resident will identify areas of interest from those available and a mutually agreed upon plan for educational experience will be developed.

School and the WCHD have appointed the following principal contacts for all communications in connection with this Agreement:

Contact for the WCHD:

Mary-Ann Brown RN MSN
Division Director
Community and Clinical Health Services
PO Box 11130
Reno, NV 89520
775-328-2478
Email: mabrown @washoecounty.us

Contact for University of Nevada

School of Medicine:

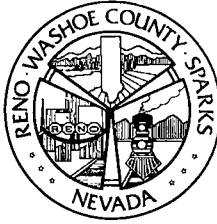
David C. Fiore, M.D.
Dept. of Community and Family Medicine
Brigham Building/316
Reno, NV 89557-0046
775-784-6180
Email: fiore@med.unr.edu

ATTACHMENT B

**WAHSOE COUNTY DISTRICT HEALTH DEPARTMENT
VACCINE AND TB SCREENING REQUIREMENTS* FOR
STUDENTS/INTERNS/RESIDENTS**

	9th Street and Off-site Clinical Areas	9th Street Non-Clinical Areas	Off-site Non-Clinical Areas
MMR	Required (1 dose or immunity to Measles, Mumps and Rubella if born before 1957, 2 doses if born during or after 1957)	Required (1 dose or immunity to Measles, Mumps and Rubella if born before 1957, 2 doses if born during or after 1957)	Recommended (2 doses if born during or after 1956)
Tdap	Required if 2 or more years since last Td booster	2007 – Recommend for next Tetanus booster	2007 – Recommend for next Tetanus booster
Varicella	Required (vaccine or history of chicken pox)	Recommended	Recommended
Influenza	Required during October – March	Recommended	Recommended
Approved TB Screening	Required (for example Quantiferon within 30 days prior to rotation or 2-step TST with second TST placed and read within 30 days prior to rotation)	Required (for example Quantiferon within 30 days prior to rotation or 2-step TST with second TST placed and read within 30 days prior to rotation)	N/A
Hepatitis B	If possible human blood exposure during rotation	If possible human blood exposure during rotation	If possible human blood exposure during rotation

* Requirements are based on student activities and location.



DISTRICT HEALTH DEPARTMENT

STAFF REPORT

BOARD MEETING DATE: June 25, 2008

DATE: June 12, 2008

TO: District Board of Health

FROM: Lori Cooke, Fiscal Compliance Officer, Washoe County Health District *LC*
775-325-8068, lcooke@washoecounty.us

THROUGH: Eileen Coulombe, Administrative Health Services Officer *EC*

SUBJECT: **Retroactive approval of District Health Officer acceptance of the Grant Agreement from the U.S. Environmental Protection Agency in the amount of \$632,649 for the period 10/1/2008 through 9/30/2009 for the Air Quality Management EPA Base Grant Program budget, IO 10019.**

SUMMARY

The Washoe County District Board of Health must accept grant awards or direct the Health Officer to accept grant awards and approve amendments to the adopted budget. The Health District has received a Grant Agreement from the U.S. Environmental Protection Agency, which provides for grant funding for the on going EPA Base Grant Program, IO 10019. A copy of the Grant Agreement is attached.

Goal supported by this item: Approval of the Grant Agreement supports the District Health Department Air Quality Program Mission to implement clean air solutions that protect the quality of life for the citizens of Reno, Sparks and Washoe County.

PREVIOUS ACTION

The Washoe County District Board of Health approved the last Grant Agreement, Assistance Amendment #1 and budget amendment in support of the EPA Base Grant Program on June 26, 2008.

BACKGROUND

The Grant Agreement for 10/1/08 through 9/30/09 in the amount of \$632,649 was received on May 27, 2009. Due to the timing requirements for acceptance, the District Health Officer signed the Grant Agreement on May 27, 2009 and the Grant Agreement is being presented for District Board of Health retroactive approval.

The base grant award provides funding for salaries and benefits, training and travel, operating supplies, repairs and maintenance, minor equipment, special clothing,

AGENDA ITEM # 7.C.11.

professional services and capital equipment.

FISCAL IMPACT


The period for this grant, 10/1/08 through 9/30/09, crosses county fiscal years. Should the Board retroactively approve the acceptance of the Grant Agreement, no FY 09 budget amendments are necessary as there is sufficient budget authority to carry through June 30, 2009.

RECOMMENDATION

Staff recommends that the District Board of Health retroactively approve the District Health Officer's acceptance of the Grant Agreement from the U.S. Environmental Protection Agency in the amount of \$632,649 for the period 10/1/2008 through 9/30/2009 for the Air Quality Management EPA Base Grant Program budget, IO 10019.


POSSIBLE MOTION

Move to retroactively approve the District Health Officer's acceptance of the Grant Agreement from the U.S. Environmental Protection Agency in the amount of \$632,649 for the period 10/1/2008 through 9/30/2009 for the Air Quality Management EPA Base Grant Program budget, IO 10019.

 U.S. ENVIRONMENTAL PROTECTION AGENCY Grant Agreement	ASSISTANCE ID NO. PRG DOC ID AMEND# A - 00905409 - 0			DATE OF AWARD 05/26/2009
	TYPE OF ACTION Continuation			MAILING DATE 05/27/2009
	PAYMENT METHOD: Advance			ACH# 90104
	RECIPIENT TYPE: County			
RECIPIENT: Washoe Cnty Dist Hlth Dept P.O. Box 11130 Reno, NV 89520 EIN: 88-6000138				
Send Payment Request to: Las Vegas Finance Center, Fax (702) 798-2423				
PAYEE: Washoe Cnty Dist Hlth Dept P.O. Box 11130 Reno, NV 89520				
PROJECT MANAGER Lori Cooke P.O. Box 11130 Reno, NV 89520 E-Mail: lcooke@washoecounty.us Phone: 775-325-8068		EPA PROJECT OFFICER Roy Ford 75 Hawthorne Street, AIR-8 San Francisco, CA 94105 E-Mail: Ford.Roy@epa.gov Phone: 415-972-3997		
EPA GRANT SPECIALIST Renee Chan Grants Management Office, MTS-7 E-Mail: Chan.Renee@epa.gov Phone: 415-972-3675				
PROJECT TITLE AND DESCRIPTION FY-09 Air Pollution Control Program This assistance agreement provides full federal funding in the amount of \$632,649. The purpose of this program is to provide continuing support for activities which include strategic planning and evaluation, compliance, assistance, developing state implementation plans, monitoring air and emissions, rulemaking, operating permits and all other program-related activities. This program will protect and improve the air quality in Washoe County and reduce the risks to human health and the environment. Reduction in maintenance of effort (MOE) 30-day Public Notice issued 03/20/2009. No comments received as of 04/20/2009.				
BUDGET PERIOD 10/01/2008 - 09/30/2009	PROJECT PERIOD 10/01/2008 - 09/30/2009	TOTAL BUDGET PERIOD COST \$2,158,404.00	TOTAL PROJECT PERIOD COST \$2,158,404.00	

NOTICE OF AWARD

Based on your application dated 09/24/2008, including all modifications and amendments, the United States acting by and through the US Environmental Protection Agency (EPA), hereby awards \$632,649. EPA agrees to cost-share 29.00% of all approved budget period costs incurred, up to and not exceeding total federal funding of \$632,649. Such award may be terminated by EPA without further cause if the recipient fails to provide timely affirmation of the award by signing under the Affirmation of Award section and returning all pages of this agreement to the Grants Management Office listed below within 21 days after receipt, or any extension of time, as may be granted by EPA. This agreement is subject to applicable EPA statutory provisions. The applicable regulatory provisions are 40 CFR Chapter 1, Subchapter B, and all terms and conditions of this agreement and any attachments.

ISSUING OFFICE (GRANTS MANAGEMENT OFFICE)		AWARD APPROVAL OFFICE	
ORGANIZATION / ADDRESS U.S. EPA, Region 9 Grants Management Office, MTS-7 75 Hawthorne Street San Francisco, CA 94105		ORGANIZATION / ADDRESS U.S. EPA, Region 9 Air Division, AIR-1 75 Hawthorne Street San Francisco, CA 94105	
THE UNITED STATES OF AMERICA BY THE U.S. ENVIRONMENTAL PROTECTION AGENCY			
SIGNATURE OF AWARD OFFICIAL Digital signature applied by EPA Award Official	TYPED NAME AND TITLE Carolyn Truong, Grants Management Officer	DATE 05/26/2009	
AFFIRMATION OF AWARD			
BY AND ON BEHALF OF THE DESIGNATED RECIPIENT ORGANIZATION			
SIGNATURE 	TYPED NAME AND TITLE M. A. Anderson, MD, MPH, District Health Officer	DATE 27 May 09	

EPA Funding Information

FUNDS	FORMER AWARD	THIS ACTION	AMENDED TOTAL
EPA Amount This Action	\$	\$ 632,649	\$ 632,649
EPA In-Kind Amount	\$	\$	\$ 0
Unexpended Prior Year Balance	\$	\$	\$ 0
Other Federal Funds	\$	\$	\$ 0
Recipient Contribution	\$	\$ 1,525,755	\$ 1,525,755
State Contribution	\$	\$	\$ 0
Local Contribution	\$	\$	\$ 0
Other Contribution	\$	\$	\$ 0
Allowable Project Cost	\$ 0	\$ 2,158,404	\$ 2,158,404

Assistance Program (CFDA)	Statutory Authority	Regulatory Authority
66.001 - Air Pollution Control Program Support	Clean Air Act: Sec. 105	40 CFR PTS 31 & 35 SUBPT A

Fiscal									
Site Name	Req No	FY	Approp. Code	Budget Organization	PRC	Object Class	Site/Project	Cost Organization	Obligation / Deobligation
	0909M9S042	09	E1	09M4	101A04E	4112			632,649
									632,649

Budget Summary Page

Table A - Object Class Category (Non-construction)	Total Approved Allowable Budget Period Cost
1. Personnel	\$1,245,829
2. Fringe Benefits	\$402,232
3. Travel	\$75,989
4. Equipment	\$25,000
5. Supplies	\$8,500
6. Contractual	\$48,761
7. Construction	\$0
8. Other	\$123,677
9. Total Direct Charges	\$1,929,988
10. Indirect Costs: % Base Indirect Cost Rate Proposal (ICRP)	\$228,416
11. Total (Share: Recipient 71.00 % Federal 29.00 %.)	\$2,158,404
12. Total Approved Assistance Amount	\$632,649
13. Program Income	\$0
14. Total EPA Amount Awarded This Action	\$632,649
15. Total EPA Amount Awarded To Date	\$632,649

Table B - Program Element Classification (Non-construction)	Total Approved Allowable Budget Period Cost
1. The total approved budget includes	\$
2. \$74,490 in estimated non-federal,	\$
3. non-recurrent costs.	\$
4.	\$
5.	\$
6. Cost-Share requirement 40% and MOE	\$
7.	\$
8.	\$
9.	\$
10.	\$
11. Total (Share: Recip % Fed %)	\$
12. Total Approved Assistance Amount	\$

Administrative Conditions

1. The final Financial Status Report (FSR), Standard Form 269A (Rev. 7/97), for this award shall be submitted to the U.S. EPA Las Vegas Finance Center, PO Box 98515, Las Vegas, NV 89193-8515, within 90 days after the end of the project period according to the recipient's respective Code of Federal Regulations Part 31.23(b) and 31.41(b). The LVFC will make adjustments, as necessary, to obligated funds after reviewing and accepting a final Financial Status Report. Recipients will be notified and instructed by EPA if they must complete any additional forms for the closeout of the assistance agreement.

The recipient shall identify non-federal, non-recurrent expenditures on a separate page and submit it to the Grants Management Office, MTS-7. The recipient also agrees to include a statement certifying that supplanting did not occur.

2. The recipient will provide timely reporting of cash disbursements and balances through annual submission (January - December) of a Federal Cash Transactions Report (SF272 and SF272A). The appropriate reports must be submitted to the Las Vegas Finance Center within 15 working days following the end of each calendar year. The recipient may access these forms and the instructions for submission at <http://www.epa.gov/ocfo/finservices/payinfo.htm>.

3. The required minimum recipient cost share for this assistance agreement is 40% of total project costs, or Maintenance of Effort (MOE) level of \$1,451,265 (approved MOE amount based on public notice issued 03/20/2009), whichever is greater. EPA agrees to pay up to 60% of total eligible project costs, not to exceed the Total Approved Assistance Amount, provided that the recipient's MOE level is maintained. The assistance agreement may reflect a percentage shown under the "Notice of Award" section which is based on estimated costs requested in the recipient's application.

4. In accordance with OMB Circular A-133, which implements the Single Audit Act, the recipient hereby agrees to obtain a single audit from an independent auditor if it expends \$500,000 or more in total Federal funds in any fiscal year. Within nine months after the end of a recipient's fiscal year or 30 days after receiving the report from the auditor, the recipient shall submit a copy of the SF-SAC and a Single Audit Report Package. For fiscal periods 2002 to 2007 recipients are to submit hardcopy to the following address:

Federal Audit Clearinghouse
1201 East 10th Street
Jeffersonville, IN 47132

For fiscal periods 2008 and beyond the recipient MUST submit a copy of the SF-SAC and a Single Audit Report Package, using the Federal Audit Clearinghouse's Internet Data Entry System. Complete information on how to accomplish the 2008 and beyond Single Audit Submissions you will need to visit the Federal Audit Clearinghouse Web site: <http://harvester.census.gov/fac/>.

5. The recipient agrees to comply with the requirements of EPA's Program for Utilization of Small, Minority and Women's Business Enterprises in procurement under assistance agreements as set forth in 40 CFR Part 33. The EPA DBE rule can be accessed at <http://www.epa.gov/osbp>. In addition, the recipient agrees to make good faith efforts whenever procuring construction, equipment, services and supplies under an EPA assistance agreement, and to ensure that sub-recipients, loan recipients, and prime contractors also comply with 40 CFR Section 33.301. Records documenting compliance with the six good faith efforts shall be retained.

The recipient accepts the applicable MBE/WBE fair share objectives/goals negotiated with EPA by the Nevada Department of Conservation and Natural Resources, as follows:

	<u>MBE</u>	<u>WBE</u>
Construction	12%	10%
Equipment	11%	23%
Services	07%	25%
Supplies	13%	28%

By signing this financial assistance agreement, the recipient is accepting the fair share objectives/goals stated above and attests to the fact that it is purchasing the same or similar construction, supplies, services and equipment, in the same or similar relevant geographic buying market as Nevada Department of Conservation and Natural Resources.

Pursuant to 40 CFR Section 33.404, the recipient has the option to negotiate its own MBE/WBE fair share objectives/goals. If the recipient wishes to negotiate its own MBE/WBE fair share objectives/goals, the recipient agrees to submit proposed MBE/WBE objectives/goals based on an availability analysis, or disparity study, of qualified MBEs and WBEs in their relevant geographic buying market for construction, services, supplies and equipment.

The submission of proposed fair share goals with the supporting analysis or disparity study means that the recipient is not accepting the fair share objectives/goals of another recipient. The recipient agrees to submit proposed fair share objectives/goals, together with the supporting availability analysis or disparity study to Joe Ochab, MTS-1, the Regional MBE/WBE Coordinator, within 120 days of acceptance of the financial assistance award. EPA will respond to the proposed fair share objectives/goals within 30 days of receiving the submission. If proposed fair share objectives/goals are not received within the 120 day time frame, the recipient may not expend its EPA funds for procurements until the proposed fair share objectives/goals are submitted.

A recipient of a Continuing Environmental Program Grant or other annual grant agrees to create and maintain a bidders list. A recipient of an EPA financial assistance agreement to capitalize a revolving loan fund also agrees to require entities receiving identified loans to create and maintain a bidders list if the recipient of the loan is subject to, or chooses to follow, competitive bidding requirements. Refer to 40 CFR Section 33.501 (b) and (c) for specific requirements and exemptions.

6. The recipient agrees to complete and submit to the Grants Management Office, MTS-7, a MBE/WBE Utilization Report (EPA Form 5700-20A), within 30 days after the end of the Federal fiscal year; i.e., by October 30 of each calendar year. Negative reports are required. Only procurements with certified MBE/WBEs are counted towards a recipient's MBE/WBE accomplishments. A final MBE/WBE report must be submitted within 90 days after the end of the project period. Your grant cannot be officially closed without all MBE/WBE reports. EPA Form 5700-52A may be obtained from the EPA Office of Small Business Program's Home Page on the internet at www.epa.gov/osbp.

7. When procuring services, equipment, and/or supplies under this assistance agreement, the recipient will follow the same policies and procedures it uses for procurements from its non-Federal funds. The recipient will follow their own procurement policies and procedures provided that the policies and procedures conform with EPA regulations 40 CFR Part 31.36 or 30.44 (as applicable) which state that all procurement transactions will be conducted in a manner providing full and open competition.

8. Payment to consultants. Per 40 CFR Part 31.36(j), EPA's participation in the salary rate (excluding overhead and travel) paid to individual consultants retained by recipients or by a recipient's contractors or subcontractors shall be limited to the maximum daily rate for a Level IV of the Executive Schedule, to be adjusted annually. This limit applies to consultation services of designated individuals with specialized skills and if the terms of the contract provide the recipient with responsibility for the selection, direction, and control of the individuals who will be providing services under the contract at an hourly or daily rate of compensation. As of January 1, 2009, the rate is \$587.20 per day and \$73.40 per hour. This rate does not include overhead or travel costs and the recipient may pay these in accordance with its normal travel practices.

Subagreements with firms or individuals for services which are awarded using the procurement requirements in 40 CFR Parts 30 or 31, as applicable, are not affected by this limitation unless the terms of the contract provide the recipient with responsibility for the selection, direction, and control of the individuals who will be providing services under the contract at an hourly or daily rate of compensation. See 40 CFR Part 31.36(j)(2) or Part 30.27(b).

9. Indirect costs are authorized under this assistance agreement in accordance with the cost principles of 2 CFR 230, 220, or 225 (formerly OMB Circular A-122, A-21, or A-87) and the Indirect Cost Rate Proposal completed by the recipient. The recipient agrees to retain and make available to EPA a copy of the Indirect Cost Rate Proposal upon request, if necessary.

10. The recipient agrees to comply with Title 40 CFR Part 34, *New Restrictions on Lobbying*. The

recipient shall include the language of this provision in award documents for all subawards exceeding \$100,000, and require that subrecipients submit certification and disclosure forms accordingly.

In accordance with the Byrd Anti-Lobbying Amendment, any recipient who makes a prohibited expenditure under Title 40 CFR Part 34 or fails to file the required certification or lobbying forms shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such expenditure.

11. The recipient shall ensure that no grant funds awarded under this assistance agreement are used to engage in lobbying of the Federal Government or in litigation against the United States unless authorized under existing law. The recipient shall abide by its respective 2 CFR 220, 225, or 230 (formerly OMB Circular A-21, A-87, or A-122), which prohibits the use of federal grant funds for litigation against the United States or for lobbying or other political activities.

12. In accordance with the policies set forth in EPA Order 1000.25 and Executive Order 13423 (Strengthening Federal Environmental, Energy and Transportation Management dated January 24, 2007), the recipient shall use recycled paper and double sided printing for all reports which are prepared as a part of this agreement and delivered to EPA. This requirement does not apply to reports prepared on forms supplied by EPA, or to Standard Forms, which are printed on recycled paper and are available through the General Services Administration.

Any State agency or agency of a political subdivision of a State shall also comply with the requirements set forth in Section 6002 of the Resource Conservation and Recovery Act (RCRA) (42 U.S.C. 6962), which requires that preference be given in procurement programs to the purchase of specific products containing recycled materials identified in guidelines developed by EPA. These guidelines are listed in 40 CFR 247. Regulations issued under RCRA Section 6002 apply to any acquisition of an item where the purchase price exceeds \$10,000 or where the quantity of such items acquired in the course of the preceding fiscal year was \$10,000 or more.

13. The recipient agrees to ensure that all conference, meeting, convention, or training space funded in whole or in part with Federal funds complies with the protection and control guidelines of the Hotel and Motel Fire Safety Act (PL 101-391, as amended). Recipients may search the Hotel-Motel National Master List at <http://www.usfa.dhs.gov/applications/hotel/> to see if a property is in compliance (FEMA ID is currently not required), or to find other information about the Act.

14. The recipient organization of this EPA assistance agreement must make an ongoing, good faith effort to maintain a drug-free workplace pursuant to the specific requirements set forth in Title 40 CFR 36.200 - 36.230. Additionally, in accordance with these regulations, the recipient organization must identify all known workplaces under its federal awards, and keep this information on file during the performance of the award. Those recipients who are individuals must comply with the drug-free provisions set forth in Title 40 CFR 36.300.

The consequences for violating this condition are detailed under Title 40 CFR 36.510. Recipients can access the Code of Federal Regulations (CFR) Title 40 Part 36 at http://www.access.gpo.gov/nara/cfr/waisidx_06/40cfr36_06.html.

15. The recipient shall fully comply with Subpart C of 2 CFR Part 180 and 2 CFR Part 1532, entitled "Responsibilities of Participants Regarding Transactions (Doing Business with Other Persons)." The recipient is responsible for ensuring that any lower tier covered transaction as described in Subpart B of 2 CFR Part 180 and 2 CFR Part 1532, entitled "Covered Transactions," includes a term or condition requiring compliance with Subpart C. The recipient is responsible for further requiring the inclusion of a similar term or condition in any subsequent lower tier covered transactions. The recipient acknowledges that failing to disclose the information as required at 2 CFR 180.335 may result in the delay or negation of this assistance agreement, or pursuance of legal remedies, including suspension and debarment.

Recipient may access the Excluded Parties List System at www.epls.gov. This term and condition supersedes EPA Form 5700-49, "Certification Regarding Debarment, Suspension, and Other Responsibility Matters."

P1. This grant includes the performance of environmental measurements. A Quality Assurance Project Plan (QAPP) is pending approval by the Washoe County DHD and EPA. If a revision of the existing QAPP is required, a mutually agreed upon timetable will be established. Measurement activity may proceed under the existing QAPP while the need for revisions is being assessed.

P2. The recipient shall submit mid year and end of year progress reports to the EPA Project Officer. The mid year report is due not later than 30 calendar days after the end of the 2nd Federal fiscal quarter (April 30) and the 4th Federal fiscal quarter (October 31). These reports should include brief information on each of the following areas: 1) a comparison of actual accomplishments to the outputs/outcomes established in the assistance agreement workplan for the period; 2) the reasons for slippage if established outputs/outcomes were not met; and 3) additional pertinent information, including, when appropriate, analysis and formation of cost overruns or high unit costs.

P3. Prior to the end of FY-09, the recipient will submit a grant performance measures template which will be initially populated with available data by EPA and reviewed by the recipient. This version of the template, and any subsequent updates provided by EPA after review and comment by the recipient, will be maintained by the recipient in its official grant file. The final, completed template will contain FY07 National Baseline, FY07 National Commitments, FY08 National Commitments, FY07 State Baseline, FY08 State Measurement Period, Source of Data, and Comments.

– END OF DOCUMENT –



DISTRICT HEALTH DEPARTMENT

STAFF REPORT

BOARD MEETING DATE: June 25, 2009

DATE: June 12, 2009

TO: District Board of Health

FROM: Lori Cooke, Fiscal Compliance Officer, Washoe County Health District
775-325-8068, lcooke@washoecounty.us *LC*

THROUGH: Eileen Coulombe, Administrative Health Services Officer *EC*
775-328-2417, ecoulombe@washoecounty.us

SUBJECT: Retroactive approval of Subgrant Award from the Nevada State Health Division for the period March 30, 2009 to March 29, 2010 in the total amount of \$125,463 in support of the Tobacco Education and Prevention and Diabetes Prevention and Control Program Grants (IO 10010 & IO 10747); proposed approval of budget amendments totaling a net increase of \$2,911 in both revenue and expenses.

SUMMARY

The Washoe County District Board of Health must accept grant awards or direct the Health Officer to accept grants awards, approve and execute, or direct the Health Officer to execute, contracts in excess of \$50,000, Interlocal Agreements and amendments to the adopted budget.

The Health District has received a Subgrant Award from the Nevada State Health Division for the period March 30, 2009 to March 29, 2010 in the amount of \$125,463 in support of the Tobacco Education and Prevention/Diabetes Prevention and Control Program. A copy of the Subgrant Award is attached. The budget amendments will bring the program budget into alignment with the Notice of Subgrant Award. A copy of the Subgrant Award is attached.

Goal supported by this item: Approval of this Subgrant Award and the budget amendments supports the Health District Chronic Disease Prevention Program's mission to empower our community to be tobacco free, live active lifestyles, and eat nutritiously through education, collaboration, policy, and evaluation.

PREVIOUS ACTION

The District Board of Health accepted an amendment and approved the corresponding budget amendments in support of the Tobacco Education and Prevention Program on December 18, 2008.

AGENDA ITEM # 7.C.12.

BACKGROUND

The Subgrant Award for 3/30/09 through 3/29/10 in the amount of \$125,463 was received on June 4, 2009. Due to the timing requirements to have a fully executed Subgrant Award before June 30, 2009, the Acting District Health Officer signed the Subgrant Award on June 4, 2009 and the Subgrant Award is being presented for District Board of Health retroactive approval. This Subgrant Award provides funding for salaries and benefits (only IO 10010), training and travel, community/coalition support-including registrations, operating supplies, minor equipment and professional services.

For this Subgrant Award, the CDC included funding for tobacco prevention and control and diabetes prevention and control activities under the same CFDA #. Although awarded as one Subgrant Award under one CFDA#, expenditures will be reported separately, thus Internal Order #10747 was established even though this is a continuing award. The grantor incorrectly noted the CFDA on the Notice of Subgrant Award as #92.283. The correct CFDA #, 93.283, will be used for reporting purposes.

FISCAL IMPACT

The period for this grant, 3/30/09 through 3/29/10, crosses county fiscal years. Should the Board retroactively approve the acceptance of the Subgrant Award, no FY 09 budget amendments are necessary. However, the FY 10 budget was adopted with \$122,510 in grant funding. A budget amendment in the net amount of \$2,911 is necessary to bring the Notice of Grant Award into alignment with the program budget.

Should the Board approve these budget amendments, the total adopted FY10 budget will be **increased by \$2,911** by adjustments to the following accounts:

<u>Account Number</u>		<u>Description</u>	<u>Amount of Increase/(Decrease)</u>
2002-IN-10010	-431100	Federal Revenue	\$(11,662.00)
2002-IN-10010	-701412	Salary Adjustment	(798.22)
	-710300	Operating Supplies	764.00
	-710334	Copy Machine Expense	50.00
	-710350	Office Supplies	(633.00)
	-710360	Postage	(100.00)
	-710500	Other Expense	(1,500.00)
	-710507	Network, Data Lines	(145.00)
	-710508	Telephone Land Lines	(250.00)
	-710509	Seminars Meetings	100.00
	-710529	Dues	(50.00)
	-710546	Advertising	(8,099.78)
	-711115	Equip Services Motor Pool	(100.00)
	-710504	Equipment Non-Capital	(900.00)
		Total Expenditures	\$(11,662.00)

<u>Account Number</u>		<u>Description</u>	<u>Amount of Increase/(Decrease)</u>
2002-IN-10747	-431100	Federal Revenue	\$14,573.00
	-710100	Professional Services	6,500.00
	-710300	Operating Supplies	4,300.00
	-710334	Copy Machine Expense	250.00
	-710350	Office Supplies	453.00
	-710360	Postage	600.00
	-710500	Other Expense	500.00
	-710502	Printing	1,000.00
	-710507	Network, Data Lines	250.00
	-710508	Telephone Land Lines	220.00
	-710509	Seminars Meetings	200.00
	-711115	Equip Services Motor Pool	300.00
		Total Expenditures	\$14,573.00

RECOMMENDATION

Staff recommends that the Washoe County District Board of Health retroactively approve the Subgrant Award from the Nevada State Health Division for the period March 30, 2009 to March 29, 2010 in the total amount of \$125,463 in support of the Tobacco Education and Prevention and Diabetes Prevention and Control Program Grants (IO 10010 & IO 10747); proposed approval of budget amendments totaling a net increase of \$2,911 in both revenue and expenses.

POSSIBLE MOTION

Move to retroactively approve the Subgrant Award from the Nevada State Health Division for the period March 30, 2009 to March 29, 2010 in the total amount of \$125,463 in support of the Tobacco Education and Prevention and Diabetes Prevention and Control Program Grants (IO 10010 & IO 10747); proposed approval of budget amendments totaling a net increase of \$2,911 in both revenue and expenses.

Nevada Department of Health and Human Services

HEALTH DIVISION

(hereinafter referred to as the DIVISION)

NOTICE OF SUBGRANT AWARD

Health Division

#:

Budget Account #: 3220

Category #: Tobacco10/Diabetes19

GL #: 8503

Program Name: Tobacco Education and Prevention Program Diabetes Prevention and Control Program Bureau of Child, Family and Community Wellness Nevada State Health Division		Subgrantee Name: Washoe County Health District WCHD Project Code:	
Address: 4150 Technology Way, Suite 103 Carson City, NV 89706-2006		Address: P. O. Box 11130 Reno, NV 89520	
Subgrant Period: March 30, 2009 through March 29, 2010		Subgrantee EIN#: 88-6000138 Subgrantee Vendor#: T40283400Q	
Reason for Award: To provide tobacco prevention and education activities and services in Northern Nevada			
County(ies) to be served: () Statewide (X) Specific county or counties: Washoe			
Approved Budget Categories: Tobacco Diabetes			
1. Personnel	\$ 95,167		Subgrantee may make categorical funding adjustments up to ten percent (10%) of the total subgrant amount without amending the agreement, so long as the adjustment is reasonable to support the activities described within the Scope of Work and the adjustment does not alter the Scope of Work. Budget expenditures must be made by MARCH 28, 2010 for guaranteed reimbursement.
2. Travel	\$ 2,800	500	
3. Operating	\$ 2,505	2,320	
4. Supplies	\$	2,253	
5. Contractual/Consultant	\$	9,500	
6. Training	\$		
7. Other	\$ 10,418		
Total Cost	\$ 110,890	14,573	
Disbursement of funds will be as follows: Payment will be made upon receipt and acceptance of an invoice and supporting documentation specifically requesting reimbursement for actual expenditures <i>specific to this subgrant</i> . Total reimbursement will not exceed \$ 125,463 during the subgrant period.			
Source of Funds:		% of Funds:	CFDA#:
1. Centers for Disease Control and Prevention(CDC)		100%	92.283
			Federal Grant #: U58/DP002003-01
Terms and Conditions In accepting these grant funds, it is understood that: 1. Expenditures must comply with appropriate state and/or federal regulations. 2. This award is subject to the availability of appropriate funds. 3. Recipient of these funds agrees to stipulations listed in Sections A, B, and C of this subgrant award.			
Authorized Sub-grantee Official WCHD	Signature <i>Randall J. Tisdell, Acting DHO</i>		Date 6/4/09
Beth Handler, MPH Diabetes Prevention & Control Program Manager	Signature <i>Beth Handler</i>		Date 5/19/09
Charlene Howard, MHA Tobacco Control Program Manager	Signature <i>Charlene Howard</i>		Date 5/19/09
Maria S. Canfield, M.S. Tobacco Chief	Signature <i>Maria S. Canfield</i>		Date 5/20/09
Richard Whitley, M.A. Administrator	Signature <i>Mary C. Whitley</i>		Date 6-9-09

**HEALTH DIVISION
NOTICE OF SUBGRANT AWARD
SECTION A
Assurances**

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

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

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

5. Subgrantee agrees to disclose any existing or potential conflicts of interest relative to the performance of services resulting from this subgrant award. The Health Division reserves the right to disqualify any grantee on the grounds of actual or apparent conflict of interest. Any attempt to intentionally or unintentionally conceal or obfuscate a conflict of interest will automatically result in the disqualification of funding.
6. Subgrantee agrees to comply with the requirements of the Civil Rights Act of 1964, as amended, and the Rehabilitation Act of 1973, P.L. 93-112, as amended, and any relevant program-specific regulations, and shall not discriminate against any employee or offeror for employment because of race, national origin, creed, color, sex, religion, age, disability or handicap condition (including AIDS and AIDS-related conditions).

7. Subgrantee agrees to comply with the Americans with Disabilities Act of 1990 (P.L. 101-136), 42 U.S.C. 12101, as amended, and regulations adopted thereunder contained in 28 CFR 26.101-36.999 inclusive, and any relevant program-specific regulations.
8. Subgrantee agrees to comply with the requirements of the Health Insurance Portability and Accountability Act of 1996, 45 C.F.R. 160, 162 and 164, as amended. If the subgrant award includes functions or activities that involve the use or disclosure of Protected Health Information, the Subgrantee agrees to enter into a Business Associate Agreement with the Health Division, as required by 45 C.F.R 164.504 (e).
9. Subgrantee certifies, by signing this subgrant, that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency. This certification is made pursuant to regulations implementing Executive Order 12549, Debarment and Suspension, 28 C.F.R. pt. 67 § 67.510, as published as pt. VII of May 26, 1988, Federal Register (pp.19150-19211). This provision shall be required of every sub-grantee receiving any payment in whole or in part from federal funds.
10. Subgrantee agrees, whether expressly prohibited by federal, state, or local law, or otherwise, that no funding associated with this subgrant will be used for any purpose associated with or related to lobbying or influencing or attempting to lobby or influence for any purpose the following:
 - a. any federal, state, county or local agency, legislature, commission, council, or board;
 - b. any federal, state, county or local legislator, commission member, council member, board member, or other elected official; or
 - c. any officer or employee of any federal, state, county or local agency, legislature, commission, council, or board.
11. Health Division subgrants are subject to inspection and audit by representatives of the Health Division, Nevada Department of Health and Human Services, the State Department of Administration, the Audit Division of the Legislative Counsel Bureau or other appropriate state or federal agencies to
 - a. verify financial transactions and determine whether funds were used in accordance with applicable laws, regulations and procedures;
 - b. ascertain whether policies, plans and procedures are being followed;
 - c. provide management with objective and systematic appraisals of financial and administrative controls, including information as to whether operations are carried out effectively, efficiently and economically; and
 - d. determine reliability of financial aspects of the conduct of the project.

Any audit of Subgrantee's expenditures will be performed in accordance with Generally Accepted Government Auditing Standards to determine there is proper accounting for and use of subgrant funds. It is the policy of the Health Division (as well as a federal requirement as specified in the Office of Management and Budget (OMB) Circular A-133 [Revised June 27, 2003]) that each grantee annually expending \$500,000 or more in federal funds have an annual audit prepared by an independent auditor in accordance with the terms and requirements of the appropriate circular. A COPY OF THE FINAL AUDIT REPORT MUST BE SENT TO THE NEVADA STATE HEALTH DIVISION, ATTN: ADMINISTRATIVE SERVICES OFFICER IV, 4150 TECHNOLOGY WAY, SUITE 300, CARSON CITY, NEVADA 89706-2009, within nine (9) months of the close of the Subgrantee's fiscal year.

NOTICE OF SUBGRANT AWARD
SECTION B

Description of services, scope of work, deliverables and reimbursement

TOBACCO SCOPE OF WORK

Washoe County Health District, hereinafter referred to as Subgrantee, will provide tobacco prevention and control activities focused in four areas: eliminating exposure to secondhand smoke; promoting quitting among young people and adults; preventing initiation of tobacco use among young people; and eliminating health disparities in communities that suffer disproportionately from tobacco related disease. Subgrantee will also conduct activities that facilitate regional collaboration on tobacco prevention and control efforts in Washoe County.

Subgrantee agrees to provide the following services and reports according to the identified timeframes:

Eliminate Exposure to Tobacco Smoke

- By March 28, 2010, facilitate at least one voluntary smoke-free policy in Washoe County that addresses setting a minimum distance, smoke-free events, tobacco sponsorship ban, tobacco distribution ban, or routine tobacco use screenings. At least 500 individuals will be impacted by this policy.
- By March 28, 2010, assess compliance of the Nevada Clean Indoor Air Act in Washoe County.

Promote Quitting Among Young People and Adults

- By November 30, 2009, promote cessation resources on Get Healthy Washoe.com. Measured by number of web hits and number of cessation resources downloaded with a goal of a 10% increase compared to FY09.

Prevent Initiation of Tobacco Use Among Young People

- By December 2009, promote youth-focused prevention education on Get Healthy Washoe.com. Measured by number of web hits on kids and teen tobacco pages with a goal of a 10% increase compared to FY09.
- By March 28, 2010, attend at least one youth (under the age of 18) community event or health fairs with a tobacco prevention message.
- By March 28, 2010, will make at least 4 new tobacco related community contacts in an effort to collaborate on youth tobacco prevention and cessation.

Eliminate Disparities Related to Tobacco Use and It's Effects Among Different Populations

By March 28, 2010, will outreach to at least 2 disparate populations in the community to include Latino, GLBTQ, and low SES.

Facilitate Regional Collaboration to Address Tobacco Use and Exposure

- By March 28, 2010, facilitate one meeting among tobacco prevention and control partners through the Washoe County Chronic Disease Coalition. Resources that may be required may include:
 - providing networking opportunities,
 - coordinating and facilitating monthly meetings,
 - providing resources for media announcements or press conferences,
 - coordinating technology and other support for local trainings,
 - promoting efforts surrounding voluntary smoke-free policies and other environmental changes.Number of meetings and other activities including number of participants will be measured.
- By March 28, 2010, facilitate collaboration and communication among tobacco prevention and control partners with the goal of supporting at least 2 statewide meetings to include the Nevada Tobacco Prevention Coalition. Resources that may be required include:
 - arranging for networking technologies and other communication resources,
 - providing meeting supplies,
 - providing meeting locations,
 - providing office and/or operating supplies,
 - assisting in coalition-directed public information messagingNumber of meetings and other activities including number of participants will be measured.
- By March 28, 2010, develop one regional plan for MSA-funded tobacco prevention and control programming in Washoe County based on (i) CDC recommendations for comprehensive tobacco control programs and (ii) at least 4 opportunities for community stakeholder input.

Method of Accountability:

Subgrantee will submit detailed financial reports with all reimbursement requests. Staff will submit quarterly programmatic reports to NSHD by the 15th day of the months of August, November, February, and May for the previous three month period. A full written financial and programmatic report will be submitted within 45 days after the end of each year of the subgrant period *which is March 29, 2010*.

Identify the source of funding on all printed documents purchased or produced within the scope of this subgrant, using a statement similar to:

- “This publication (journal, article, etc.) was supported by the Nevada State Health Division through Grant Number **U58/DP002003-01** from the Centers for Disease Control and Prevention. Its contents are solely the responsibility of the authors and do not necessarily represent the official views of the Nevada State Health Division nor the Centers for Disease Control and Prevention.”
- Any activities performed under this subgrant shall acknowledge the funding was provided through the State Health Division by Grant Number **U58/DP002003-01** Centers for Disease Control and Prevention.

Subgrantee agrees to adhere to the following tobacco budget:

1. Personnel	\$95,965	
		\$65,501 Program Coordinator x 1 salary
		\$15,192 Group Insurance
		\$337 Workers' Comp
		\$65 Unemployment Insurance
		\$14,049 Retirement
		\$822 Medicare
2. Travel	\$ 1,300	\$1,300 <u>In-State Travel</u>
		Mileage: 909 miles x .550= \$500
		Motorpool: \$50 X 4=\$200
		In-state registration:\$600
		\$0 <u>Out-Of-State Travel (1 trip detailed)</u>
3. Operating	\$2,855	To include:
		\$ 200 Operating Supplies
		\$150 Copy Machine
		\$1000 Office Supplies
		\$ 150 Postage
		\$ 100 Express Courier
		\$ 300 Printing
		\$ 455 Network & Data Cards(wireless cards)
		\$350 Telephone
		\$ 50 Dues
		\$ 100 Non-Capital Equipment
4. Other	\$10,770	\$2,500 graphic design/street marketers
		<u>\$1,000</u> Health Fair Registration
		\$500 Special Awards/Coalition
		<u>\$5,206</u> Advertising
		<u>\$1,564</u> Educational Supplies
Total Cost	\$110,890	

- **Budget expenditures must be made by MARCH 28, 2010 for guaranteed reimbursement.**

DIABETES SCOPE OF WORK

Washoe County Health District, hereinafter referred to as Subgrantee, is partnering with the Bureau of Child, Family, and Community Wellness to develop community capacity in the implementation of chronic disease prevention programs. The Diabetes Prevention and Control Program is subgranting funds to the subgrantee to implement their chronic disease prevention plan that addresses the risk factors of tobacco use and exposure, overweight/obesity, physical inactivity and poor nutrition that contribute to diabetes and other chronic diseases. The Subgrantee will assist the Diabetes Prevention and Control Program in meeting goals related to primary prevention.

Subgrantee agrees to provide the following services and reports according to the identified timeframes:

- By March 28, 2010, provide quarterly professional or community education opportunities (e.g., exhibit, class, workshop, presentation, etc.) that address the risk factors of tobacco use and exposure, overweight/obesity, physical inactivity and poor nutrition that contribute to diabetes and other chronic diseases. At least 10 persons will participate in each educational session. Efforts will be made to reach people with diabetes or who are at-risk for the disease.
- By March 28, 2010, coordinate at least 10 meetings of the Washoe County Chronic Disease Coalition to include organizations and agencies that can promote primary prevention activities to people with diabetes.
- By November 2009, coordinate one media campaign to promote Diabetes Awareness Month. Activities will include:
 - distributing a press release to all media and posting on subgrantee website
 - enhancing the diabetes prevention information on the website for the month of November, including an interactive component for diabetes self-risk assessment
 - developing and providing newsletters to partner organizations for distribution
 - promoting diabetes prevention information to non-traditional partners including the Chambers of Commerce
- By March 28, 2010, participate in statewide diabetes prevention and control activities, including the Nevada Diabetes Council, Nevada Diabetes Plan development, and the Nevada Chronic Disease Action Alliance.
- By February 2010, collect and analyze diabetes indicator data and the related risk factors of overweight/obesity, poor nutrition and physical inactivity and include this analysis in an annual Chronic Disease Report Card; subgrantee will also produce one EpiNews on the topic of diabetes for distribution to Washoe County health care providers.

Method of Accountability:

Subgrantee will submit detailed financial reports with all reimbursement requests. Staff will submit quarterly programmatic reports to NSHD by the 15th day of the months of August, November, February and May for the previous three month period. A full written financial and programmatic report will be submitted within 30 days after the end of each year of the subgrant period.

Identify the source of funding on all printed documents purchased or produced within the scope of this subgrant, using a statement similar to:

- “This publication (journal, article, etc.) was supported by the Nevada State Health Division through Grant Number 1U58/DP002003-01 from the Centers for Disease Control and Prevention. Its contents are solely the responsibility of the authors and do not necessarily represent the official views of the Nevada State Health Division or the Centers for Disease Control and Prevention.”
- Any activities performed under this subgrant shall acknowledge the funding was provided through the State Health Division by Grant Number 1U58/DP002003-01 from the Centers for Disease Control and Prevention.

Subgrantee agrees to adhere to the following diabetes budget:

1. Personnel	\$	\$0	
2. Travel	\$	\$500	Registration for community events, including health fairs (\$200); Motor pool for attendance at Nevada Diabetes Council, Nevada Diabetes Plan development and Nevada Chronic Disease Action Alliance meetings (\$50 X 6 = \$300).
3. Operating	\$	\$ 2,320	To include: Reimbursement for operating expenses including printing (\$1,000), copying (\$250), telephone (\$220), network & data lines (wireless cards) (\$250), and postage (\$600).
4. Supplies	\$	\$ 2,253	Materials (e.g., brochures, posters, exhibit models, teaching tools, curricula, BMI measurement devices, etc.) (\$1,800), and office supplies (\$453).
5. Contractual/ Consultant	\$	\$ 9,500	Design and placement of Diabetes Awareness Month media campaign (\$5,500); development of Diabetes Awareness Month website components (\$1,000); development of Diabetes Awareness Month promotional and educational materials (\$1,000); support of Coalition events and other activities related to this scope of work (\$500); purchase of databases with local and statewide youth data for use in reporting (\$1,500).
6. Training	\$	\$0	
7. Other	\$	\$0	
Total Cost	\$	14,573	

Budget expenditures for both scopes of work must be made by MARCH 28, 2010 for guaranteed reimbursement

- Subgrantee may make categorical funding adjustments up to ten percent (10%) of the total subgrant amount without amending the agreement, so long as the adjustment is reasonable to support the activities described within the Scope of Work and the adjustment does not alter the Scope of Work.
- 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 Washoe County officers and employees.

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

- Budget expenditures must be made by MARCH 28, 2010 for guaranteed reimbursement.
- Reimbursement may be requested monthly or quarterly for expenses incurred in the implementation of the Scope of Work
- The maximum amount available under this subgrant is \$125,463
- Requests for Reimbursement will be accompanied by supporting documentation, including a line item description of expenses incurred
- Additional expenditure detail will be provided upon request from the Health Division.

Additionally, the subgrantee agrees to provide:

- A complete financial accounting of all expenditures to the Health Division within 45 days of the CLOSE OF THE SUBGRANT PERIOD. Any unobligated funds shall be returned to the Health Division at that time, or if not already requested, shall be deducted from the final award.

The Nevada State Health Division agrees:

- To provide technical assistance, upon request from the Subgrantee
- The Health Division reserves the right to hold reimbursement under this subgrant until any delinquent forms, reports, and expenditure documentation are submitted to and accepted by the Health Division.

Both parties agree:

An annual site visit will be performed by the State of Nevada Health Division, Bureau of Child, Family, and Community Wellness.

The Subgrantee will, in the performance of the Scope of Work specified in this subgrant, perform functions and/or activities that involve the use and/or disclosure of Protected Health Information (PHI); therefore, the Subgrantee is considered a Business Associate of the Health Division.

- Both parties acknowledge a Business Associate Agreement is currently on file with the Nevada State Health Division's Administration Office.

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

This subgrant agreement may be TERMINATED by either party prior to the date set forth on the Notice of Subgrant Award, provided the termination shall be 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 Health Division, state, and/or federal funding ability to satisfy this Agreement is withdrawn, limited, or impaired.

**HEALTH DIVISION
NOTICE OF SUBGRANT AWARD
SECTION C
Financial Reporting Requirements**

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

☞ **PLEASE REPORT IN WHOLE DOLLARS**

Provide the following information on the top portion of the form: Subgrantee name and address where the check is to be sent, Health Division (subgrant) number, draw number, employer I.D. number (EIN) and Vendor number.

An explanation of the form is provided below.

PART I:	
A. Approved Budget: List the approved budget amounts in this column.	
B. Total Cost: List the actual expenditures for the reimbursement period in this column, for each category.	
C. Year to Date Cost: For the first draw <u>only</u> column C equals column B. After that, take the previous month's/quarter's form and add Column C with Column B from the current period. This is the amount that is in Column C for the current month. Follow this procedure for each category.	
D. Budget Balance: Subtract Column C from Column A for each category.	
E. Percent Expended: Divide Column C by Column A for each category and total. Monitor this column; it will help in determining if/when an amendment is necessary. >> Amendments MUST be completed (including all approving signatures) 30 days prior to the end of the subgrant period.	
PART II:	
Line #9	This is the total of the subgrant award. It should be the same as line 8 in column A.
Line#10	If the program received any advances, the amount is entered on this line.
Line#11	For the first draw <u>only</u> the amount will be zero (\$0). After that, this is a cumulative figure. The total amount of reimbursements, to date, is entered on this line. This will be the same figure as the previous month report line 8, column C.
Line#12	Subtract lines 10 and 11 from line 9.
Line#13	Use the figure from line 8, column C. This amount cannot exceed line 9.
Line#14	Use the figure from line 11.
Line#15	Subtract line 14 from line 13 and enter the total on this line.
Line#16	This line is used <u>only</u> if there are any activities out of the ordinary (Advances, advance pay back, etc.) There should be an explanation, if this line is used.
Line#17	The figure from line 15 is entered on this line (+ or – line 16).
Line#18	Subtract line 17 from line 12 and enter the total on this line.

*** An Expenditure Report/Backup that summarizes, by expenditure GL, the amounts being claimed in column 'B' is required.**

Nevada Department of Health and Human Services

Health Division # 9212
 Bureau Program # 3220
 GL # 8516
 Draw #: _____

HEALTH DIVISION

REQUEST FOR REIMBURSEMENT / ADVANCE

Program Name: Tobacco Prevention and Education Program	Subgrantee Name: Washoe County Health District
Address: 4150 Technology Way Carson City, NV 89706	Address: PO Box 11130 Reno, NV 89520
Subgrant Period: March 30, 2009 -Mar 29, 2010	Subgrantee EIN#: 8860000138 Subgrantee Vendor#: T40283400Q

FINANCIAL REPORT AND REQUEST FOR FUNDS

(report in whole dollars; 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	\$ 95,167	\$ 0	\$ 0	\$ 0	95,167	0%
2 Travel	\$ 2,800	\$ 0	\$ 0	\$ 0	2,800	0%
3 Operating	\$ 2,505	\$ 0	\$ 0	\$ 0	2,505	0%
4 Equipment	\$ 0	\$ 0	\$ 0	\$ 0	0	#DIV/0!
5 Contract/Consultant	\$ 0	\$ 0	\$ 0	\$ 0	0	#DIV/0!
6 Training	\$ 0	\$ 0	\$ 0	\$ 0	0	#DIV/0!
7 Other	\$ 10,418	\$ 0	\$ 0	\$ 0	10,418	0%
8 Total	\$ 110,890	\$ 0	\$ 0	\$ 0	110,890	0%

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

Authorized Signature _____ Title _____ Date _____

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

FOR HEALTH DIVISION USE ONLY

Program contact necessary? Yes No Contact Person: _____

Reason for contact: _____

Fiscal review/approval date: _____ Signed: _____

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

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

Nevada Department of Health and Human Services

Health Division # 9212
 Bureau Program # 3220-19
 GL # 8516
 Draw #: _____

HEALTH DIVISION

REQUEST FOR REIMBURSEMENT / ADVANCE

Program Name: Diabetes Prevention and Control Program	Subgrantee Name: Washoe County Health District
Address: 4150 Technology Way Carson City, NV 89706	Address: PO Box 11130 Reno, NV 89520
Subgrant Period: March 30, 2009 -March 28, 2010	Subgrantee EIN#: 8860000138 Subgrantee Vendor#: T40283400Q

FINANCIAL REPORT AND REQUEST FOR FUNDS

(report in whole dollars; 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	\$ 0	\$ 0	\$ 0	\$ 0	0	#DIV/0!
2 Travel	\$ 500	\$ 0	\$ 0	\$ 0	500	0%
3 Operating	\$ 2,320	\$ 0	\$ 0	\$ 0	2,320	0%
4 Supplies	\$ 2,253	\$ 0	\$ 0	\$ 0	2,253	0%
5 Contract/Consultant	\$ 9,500	\$ 0	\$ 0	\$ 0	9,500	0%
6 Training	\$	\$ 0	\$ 0	\$ 0	0	#DIV/0!
7 Other	\$	\$ 0	\$ 0	\$ 0	0	#DIV/0!
8 Total	\$ 14,573	\$ 0	\$ 0	\$ 0	14,573	0%

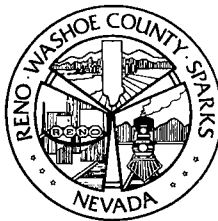
This report is true and correct to the best of my knowledge.

Authorized Signature _____ Title _____ Date _____
 Reminder: Request for Reimbursement cannot be processed without an expenditure report/back-up.
 Reimbursement is only allowed for items contained within Subgrant Award documents. If applicable, travel claims must accompany report.

FOR HEALTH DIVISION USE ONLY

Program contact necessary? Yes No Contact Person: _____

Reason for contact: _____



DISTRICT HEALTH DEPARTMENT

STAFF REPORT

BOARD MEETING DATE: June 25, 2009

DATE: June 15, 2009

TO: District Board of Health

FROM: Lori Cooke, Fiscal Compliance Officer, Washoe County Health District *LC*
775-325-8068, lcooke@washoecounty.us

THROUGH: Eileen Coulombe, Administrative Health Services Officer *EC*
775-328-2417, ecoulombe@washoecounty.us

SUBJECT: Acknowledge donation from the Nevada State Health Division of items to be used by and for the benefit of the Washoe County Health District Tuberculosis program in the amount of \$2,872.04.

SUMMARY

On May 13, 2009, Health District staff was notified that The Nevada State Health Division had funds available to purchase items for use by and to benefit the Tuberculosis program. Per Washoe County Code, Chapter 15, section 15.160, subsection 4, Ms. Patsy Buxton, Acting Administrative Health Services Officer, accepted the donation on June 3, 2009 as the aggregate value of the donated items is less than \$3,000. A copy of the donation memorandum, excluding referenced attachments, is attached.

Goal supported by this item: Acknowledgement of this donation supports the Health District Tuberculosis Program Mission to prevent and control tuberculosis to reduce morbidity, disability and premature death due to tuberculosis.

PREVIOUS ACTION

There has been no action taken this fiscal year.

BACKGROUND

On June 3, 2009 Ms. Patsy Buxton, Acting Administrative Health Services Officer, accepted a donation in the amount of \$2,872.04 from the Nevada State Health Division for the following items:

Quantity	Description	Unit Price (\$'s)	Total (\$'s)
25	Ethambutol HCL Tablets USP 400mg	\$ 45.60	\$ 1,140.00

AGENDA ITEM # 7.D.1.

110	Isonaizid Tablets USP 300 mg	\$ 2.19	\$ 240.90
10	Pyrazinamide Tablets USP 500 mg	\$ 28.80	\$ 288.00
19	Rifampin Capsules USP 300 mg	\$ 28.30	\$ 537.70
4	Vialta BM-FX Single Beamer Phone Video Station	\$ 166.36	\$ 665.44
168			\$ 2,872.04

FISCAL IMPACT

Should the Board acknowledge this donation, there is no fiscal impact. However, the donated items are available for use by Tuberculosis program staff and represent local cost savings as neither Health District nor Washoe County resources were used to purchase the items.

RECOMMENDATION

Staff recommends that the Washoe County District Board of Health acknowledge the donation from the Nevada State Health Division of items to be used by and for the benefit of the Washoe County Health District Tuberculosis program in the amount of \$2,872.04.

POSSIBLE MOTION

Move to acknowledge the donation from the Nevada State Health Division of items to be used by and for the benefit of the Washoe County Health District Tuberculosis program in the amount of \$2,872.04.



Health District

MEMORANDUM

Mary Anderson,
MD, MPH
District Health Officer

Eileen Coulombe
Administrative Health
Services Officer

Andy Goodrich
Division Director-Air
Quality Management

Mary Ann Brown
Division Director-
Community and Clinical
Health Services

Bob Sack
Division Director-
Environmental Health
Services

Dr. Randall Todd
Division Director-
Epidemiology and Public
Health Preparedness

DATE: June 3, 2009

TO: Patsy Buxton, Fiscal Compliance Officer
Acting Administrative Health Services Officer

FROM: Lori Cooke
Fiscal Compliance Officer *LC*

SUBJECT: Acceptance of Donation from the Nevada State Health
Division to benefit the Health District Tuberculosis Program
in the amount not to exceed \$3,000

Per the attached information, the Nevada State Health Division had funds available to purchase items for use by the Washoe County Health District Tuberculosis program. The items to be donated include Tuberculosis pharmaceuticals and videophones as referenced below:

Quantity	Description	Unit Price (\$'s)	Total (\$'s)
25	Ethambutol HCL Tablets USP 400mg	\$ 45.60	\$ 1,140.00
110	Isoniazid Tablets USP 300 mg	\$ 2.19	\$ 240.90
10	Pyrazinamide Tablets USP 500 mg	\$ 28.80	\$ 288.00
19	Rifampin Capsules USP 300 mg	\$ 28.30	\$ 537.70
4	Vialta BM-FX Single Beamer Phone Video Station	\$ 166.36	\$ 665.44
168			\$ 2,872.04

Copies of the state draft Purchase Orders and a donation letter from the state Tuberculosis program manager, Susanne Paulson, are attached. Per the attached memo from the Washoe County Health District Tuberculosis program manager, Candy Hunter, the items will be added to any/all applicable inventories and managed in the required manner.

It is my recommendation that these items be accepted per Chapter 15 of Washoe County Code, specifically section 15.160. Once accepted, the required acknowledgment of the donation will be presented to the Washoe County District Board of Health and the Washoe Board of County Commissioners.

Please indicate acceptance by signing below:

Patsy Buxton

Patsy Buxton
Acting Administrative Health Services Officer

6.3.09
Date



Regional Emergency Medical Services Authority

REMSA

OPERATIONS REPORTS

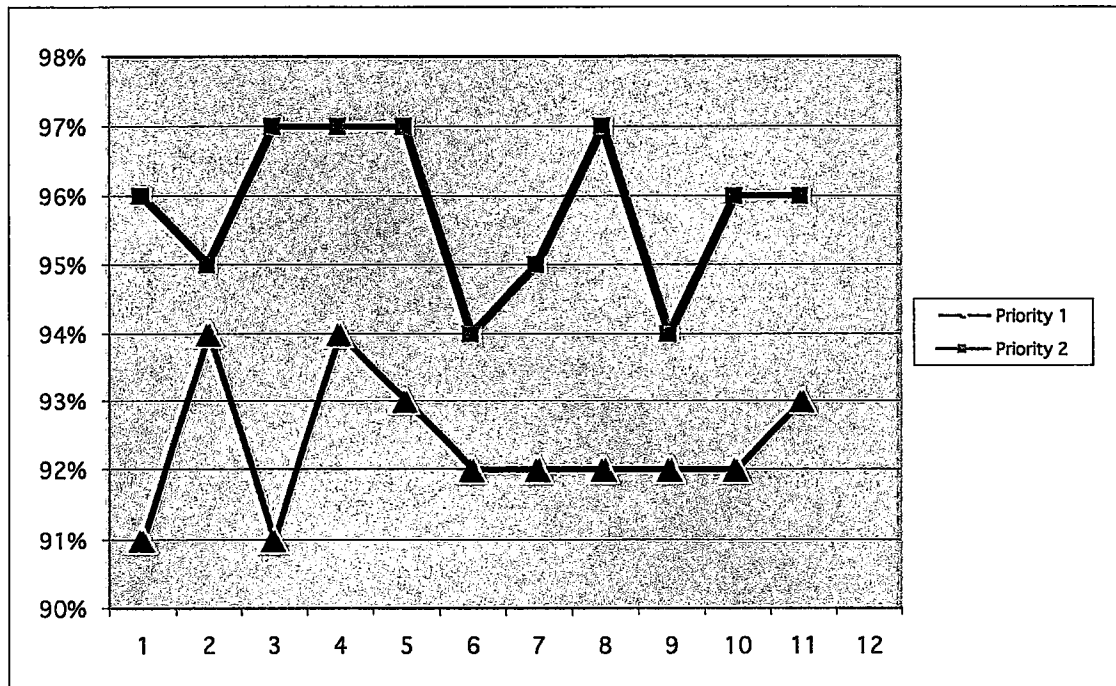
FOR

MAY 2009

DBOH AGENDA ITEM # 9.

Fiscal 2009

Month	Avg. Response Time	Avg. Travel Time	Priority 1	Priority 2
Jul-08	4 mins. 56 secs.	3 mins. 51 secs.	91%	96%
Aug.	5 mins. 52 secs.	4 mins. 42 secs.	94%	95%
Sept.	6 mins. 15 secs.	5 mins. 4 secs.	91%	97%
Oct.	5 mins. 55 secs.	4 mins. 49 secs.	94%	97%
Nov.	5 mins. 37 secs.	4 mins. 33 secs.	93%	97%
Dec.	5 mins. 0 secs.	3 mins. 52 secs.	92%	94%
Jan. 09	5 mins. 50 secs.	4 mins. 43 secs.	92%	95%
Feb.	5 mins. 57 secs.	4 mins. 51 secs.	92%	97%
Mar.	6 mins. 14 secs.	5 mins. 7 secs.	92%	94%
Apr.	5 mins. 51 secs.	4 mins. 47 secs.	92%	96%
May	5 mins. 57 secs.	4 mins. 53 secs.	93%	96%
Jun-07				



08-09 Sched of Fran Avg. Bill

Care Flight				
Month	#Patients	Gross Sales	Avg. Bill	YTD Avg.
Jul-08	19	\$106,108	\$5,585	\$5,585
Aug.	14	\$83,040	\$5,931	\$5,732
Sept.	25	\$153,215	\$6,129	\$5,903
Oct.	16	\$104,772	\$6,548	\$6,042
Nov.	9	\$53,679	\$5,964	\$6,034
Dec.	18	\$100,736	\$5,596	\$5,956
Jan. 09	11	\$65,659	\$5,969	\$5,957
Feb.	8	\$48,151	\$6,019	\$5,961
Mar.	12	\$94,826	\$7,902	\$6,138
Apr.	4	\$27,733	\$6,933	\$6,161
May	12	\$70,571	\$5,881	\$6,138
June			\$0	\$6,138
Totals	148	\$908,490	\$6,138	\$6,138
			Adjusted Allowed Average Bill -	\$6,341.00
REMSA Ground				
Month	#Patients	Gross Sales	Avg. Bill	YTD Avg.
Jul-08	2756	\$2,364,088	\$858	\$858
Aug.	2876	\$2,479,415	\$862	\$860
Sept.	2705	\$2,388,051	\$883	\$867
Oct.	2671	\$2,356,443	\$882	\$871
Nov.	2536	\$2,238,390	\$883	\$873
Dec.	2717	\$2,420,685	\$891	\$876
Jan. 09	2741	\$2,437,974	\$889	\$878
Feb.	2505	\$2,220,210	\$886	\$879
Mar.	2815	\$2,516,292	\$894	\$881
Apr.	2673	\$2,372,085	\$887	\$881
May	2850	\$2,524,068	\$886	\$882
June			\$0	\$882
Totals	29845	\$26,317,701	\$882	\$882
			Allowed ground avg bill -	\$886.00



Regional Emergency Medical Services Authority

**CARE FLIGHT
OPERATIONS REPORT
FOR
MAY 2009**



**CARE FLIGHT OPERATIONS REPORT
MAY 2009
WASHOE COUNTY**

❖ **In Town Transfer:**

- 4 ITTs were completed

❖ **Outreach, Education, & Marketing:**

- 8 Community Education & Public Events

5/8/09	Lenz Elementary Sleepover PR	Flight Staff
5/14/09	North Valleys High School Students Tour	Flight Staff
5/16/09	Sierra Fire Protection District Evacuation Drill	Flight Staff
5/18/09	Click it or Ticket/NHP	Flight Staff
5/19/09	RASI Orientation	Flight Staff
5/21/09	Northern Nevada International Group (UNR)	Flight Staff
5/22/09	Reno Aces EMS Appreciation Day	Flight Staff
5/27/09	Reno/Tahoe Airport Fire Helicopter Safety	Flight Staff

❖ **Statistics**

Washoe County Flights

	# patients
Total Flights:	12
Total Patients	12
Expired on Scene	0
Refused Transport (AMA)	0
Scene Flights	7
Hospital Transports	5
Trauma	4
Medical	4
High Risk OB	1
Pediatrics	3
Newborn	0
Full Arrest	0
Total	12



Regional Emergency Medical Services Authority

REMSA
GROUND OPERATIONS REPORT
FOR
MAY 2009



GROUND AMBULANCE OPERATIONS REPORT

May 2009

1. OVERALL STATISTICS:

Total Number Of System Responses	5025
Total Number Of Responses In Which No Transport Resulted	2200
Total Number Of System Transports	2825

2. CALL CLASSIFICATION REPORT:

Cardiopulmonary Arrests		1%
Medical		44%
OB		1%
Psychiatric/Behavioral		4%
Transfers		15%
Trauma		27%
	Trauma – MVA	7%
	Trauma – Non MVA	20%
Unknown/Other		8%
Total Number of System Responses	100%	

3. MEDICAL DIRECTOR'S REPORT:

The Clinical Director reviewed:

- 100% Full Arrest Ground Charts
- 100% Pediatric ALS and BLS Ground Charts
- 100% All Ground Intubations

Review of the following patient care records (PCR) for accurate and complete documentation and appropriate use of protocol:

- 100% of cardiopulmonary arrests
 - 26 total
- 100% of pediatric patients both ALS and BLS transport and non-transport patients
 - Total 151
- 100% of advanced airways (outside cardiac arrests)
 - 1 total
 - ETCO2 use in cardiac arrests and advanced airway
- 100% of Phase 6 Paramedic and EMT PCRs
 - 170 Paramedic total

- 0 EMT-I total
- 100% Pain/Sedation Management – 97

All follow-up deemed necessary resulting from Communication CQI was completed by Alan Dobrowolski, RN, Communications Manager.

4. EDUCATION AND TRAINING REPORT:

A. Public Education

Healthcare Provider (HCP) CPR Courses

Date	Course Location	Students
5/6/09	REMSA	9 Students
5/7/09	REMSA	11 Students
5/9/09	REMSA	11 Students
5/10/09	REMSA	2 Students
5/11/09	REMSA	8 Students
5/12/09	REMSA	7 Students
5/13/09	REMSA	6 Students
5/20/09	REMSA	13 Students
5/28/09	REMSA	5 Students

Healthcare Provider (HCP) Recertification CPR Courses

4/28/09	REMSA	8 Students
5/2/09	REMSA	2 Students
5/4/09	REMSA	5 Students
5/7/09	REMSA	11 Students
5/11/09	REMSA	5 Students
5/12/09	REMSA	1 Students
5/13/09	REMSA	10 Students
5/14/09	REMSA	12 Students
5/16/09	REMSA	2 Students
5/19/09	REMSA	4 Students
5/21/09	REMSA	9 Students
5/22/09	REMSA	10 Students
5/23/09	REMSA	9 Students
5/26/09	REMSA	13 Students

Healthcare Provider (HCP) Employee Recertification Course

5/7/09	REMSA	1 Student
5/28/09	REMSA	1 Student

BLS CPR Skills Verification

4/28/09	REMSA	6 Student
5/1/09	REMSA	2 Student
5/12/09	REMSA	1 Student
5/15/09	REMSA	2 Student
5/20/09	REMSA	1 Student
5/27/09	REMSA	1 Student

Heartsaver First Aid (HSFA) Courses

4/26/09	REMSA	10 Students
5/2/09	REMSA	1 Student
5/13/09	REMSA	4 Students
5/14/09	REMSA	7 Students
5/19/09	REMSA	18 Students

Heartsaver Pediatric First Aid (HSPFA) AED Courses

5/2/09	REMSA	3 Students
5/3/09	REMSA	8 Students
5/9/09	REMSA	18 Students
5/16/09	REMSA	9 Students

Heartsaver (HS) AED Courses

5/13/09	REMSA	8 Students
5/16/09	REMSA	3 Students
5/21/09	REMSA	10 Student

Heartsaver (HS) CPR Courses

5/22/09	REMSA	13 Students
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Blood Borne Pathogens Training

5/19/09	REMSA	18
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Advanced Cardiac Life Support

4/27/09	REMSA	16 Students
5/26/09	REMSA	17 Students
3/14/09	REMSA	8 Students
3/16/09	REMSA	11 Students
5/16/09	REMSA	3 Students
5/19/09	REMSA	16 Students
4/27/09	Riggs Ambulance Service	6 Students

5/9/09	Eastern Plumas Healthcare	5 Students
5/19/09	Eastern Plumas Healthcare	6 Students
4/30/09	Penn Valley Fire Dept	6 Students
5/2/09	Northern California Medical	1 Student
5/4/09	EMS CES 911	1 Student
5/11/09	EMS CES 911	6 Students
5/16/09	John Mohler & Co	6 Students
5/19/09	EMS CES 911	1 Student

Pediatric Advanced Life Support

4/27/09	REMSA	6 Students
5/20/09	REMSA	11 Students
5/20/09	EMS CES 911	1 Student
5/1/09	Northern California Medical	7 Students
5/13/09	EMS CES 911	3 Students
5/16/09	John Mohler & Co	4 Students
5/26/09	EMS CES 911	2 Students

Training Site Courses - Heartsaver CPR

3/31/09	MAJEN	10 Students
4/24/09	MAJEN	3 Students
5/7/09	Eagle Valley Children's Home	6 Students
5/9/09	Visual Insight CPR	1 Student
5/11/09	Jennifer Kraushaar	3 Students
5/15/09	Sierra Nevada Job Corps	12 Students
5/20/09	Sierra Nevada Job Corps	6 Students
5/23/09	Visual Insight CPR	1 Student

Training Site Courses - Heartsaver CPR & AED

1/27/09	WCSD	8 Students
1/28/09	WCSD	7 Students
4/1/09	WCSD	3 Student
4/2/09	WCSD	5 Students
4/6/09	WCSD	4 Students
4/7/09	WCSD	5 Student
4/17/09	WCSD	2 Students
4/20/09	WCSD	7 Students
4/21/09	WCSD	4 Students
4/22/09	WCSD	7 Students
4/25/09	WCSD	3 Students
4/27/09	WCSD	2 Students
4/28/09	WCSD	2 Students
4/30/09	WCSD	7 Students
5/1/09	EMS CES 911	1 Student

Training Site Courses – Heartsaver First Aid

10/14/08	Department of Corrections	15 Students
1/15/09	Saint Mary's Health Network	7 Students
2/25/09	Saint Mary's Health Network	4 Students
4/10/09	Majen	4 Students
4/18/09	CPR Plus	13 Students
4/20/09	Washoe County School District	3 Students
4/20/09	Department of Corrections	10 Students
4/22/09	Washoe County School District	15 Students
4/22/09	Majen	7 Students
4/23/09	Majen	9 Student
4/23/09	Hamilton Company	5 Students
4/24/09	Great Basin College	4 Students
4/27/09	Sierra Nevada Job Corps	6 Students
4/28/09	Sierra Nevada Job Corps	6 Students
4/28/09	Nye County EMS	9 Students
4/29/09	Majen	7 Students
4/29/09	Gordon Gradney	7 Students
4/30/09	Majen	7 Students
4/30/09	Sierra Nevada Job Corps	6 Students
4/30/09	Hamilton Company	7 Students
5/1/09	Department of Corrections	24 Students
5/1/09	Sierra Nevada Job Corps	5 Students
5/7/09	Majen	6 Students
5/12/09	Majen	10 Students
5/12/09	Nye County EMS	7 Students
5/12/09	Jennifer Kraushaar	21 Students
5/13/09	NNAMHS State Hospital	2 Students
5/13/09	Patagonia	1 Student
5/13/09	Nye County EMS	10 Students
5/14/09	Nye County EMS	4 Students
5/14/09	Hamilton Company	4 Students
5/15/09	Jennifer Kraushaar	7 Students
5/16/09	Riggs Ambulance Service	5 Students
5/23/09	Visual Insight CPR	2 Students
5/24/09	Visual Insight CPR	6 Students
5/28/09	Sierra Nevada Job Corps	9 Students
5/28/09	Whole River Boys School	15 Students

Training Site Courses – Healthcare Provider

4/25/09	Majen	1 Student
4/25/09	Evergreen Healthcare	3 Students
4/29/09	Diamond Mountain Casino	3 Students
5/4/09	EMS CES 911	2 Students
5/5/09	Silverstone Dental	1 Students
5/14/09	Career College of Northern Nevada	17 Students
5/15/09	Jennifer Kraushaar	2 Students
5/17/09	Visual Insights CPR	5 Students
5/18/09	Milan	39 Students
5/19/09	Career College of Northern Nevada	3 Students
5/20/09	Career College of Northern Nevada	3 Students
5/21/09	Florida Canyon Mines	4 Students
5/22/09	Jennifer Kraushaar	2 Students
5/23/09	Nye County EMS	4 Students
5/26/09	Maxwell Fire Dept	2 Students
5/26/09	Leslie Cowger	5 Students
5/27/09	Eastern Plumas Healthcare	9 Students
5/27/09	Randall Evans	5 Students
5/27/09	EMS CES 911	4 Students
5/29/09	Sierra NV Job Corps	6 Students
5/31/09	Dept of Corrections	1 Students

Training Site Courses – Healthcare Provider Recert

2/5/09	Dept of Corrections	1 Student
2/16/09	Saint Mary's Health Network	1 Student
3/30/09	CPR Plus	5 Students
4/1/09	CPR Plus	4 Students
4/8/09	CPR Plus	9 Students
4/22/09	Eastern Plumas Healthcare	3 Students
4/24/09	CPR Plus	8 Students
4/27/09	Jennifer Kraushaar	1 Student
4/28/09	CPR Plus	6 Students
5/7/09	Department of Corrections	3 Students
5/7/09	Willow Springs	25 Students
5/11/09	Department of Corrections	1 Student
5/11/09	Leslie Cowger	4 Students
5/12/09	Battle Mountain General Hospital	4 Students
5/13/09	Washoe County School District	6 Students
5/13/09	Majen	1 Student
5/13/09	Department of Corrections	5 Students
5/13/09	NNAMHS	3 Students
5/16/09	NNAMHS	7 Students

5/18/09	Elko Department of Corrections	2 Students
5/18/09	Ely State Prison	2 Students
5/20/09	Visual Insight CPR	2 Students
5/20/09	Kasey Walker	8 Students
5/26/09	Battle Mountain General Hospital	2 Students
4/22/09	Majen	1 Student
5/12/09	Tahoe Forest Hospital	2 Students

Total Students Processed – May 2009	1116
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Paramedic Course

Ongoing	REMSA Paramedic Program – 7/08	10 Students
Ongoing	REMSA Paramedic Program – 1/09	11 Students

EMT Course

Ongoing	EMT-Basic	23 Students
Ongoing	EMT-Intermediate	21 Students

5. COMMUNITY RELATIONS:

Community Outreach:

Point of Impact

5/2/09	Child Safety Seat Checkpoint, Virginia Palmer Elementary School. 14 cars and 17 seats inspected.	6 volunteers, 2 staff
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Northern Nevada Fitting Station Project

5/6/09	Saint Mary's Prepared Childbirth Class	24 expectant parents
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Safe Kids Washoe County

5/1/09	Safe Kids Week event at the Spanish Springs Library, Sparks.	2 volunteers
5/2/09	Safe Kids Week Health and Safety Day at Virginia Palmer Elementary School, Sun Valley. Co-sponsored with Reno Rotary Sunrise and Northern Nevada Immunization Coalition. 15 community participating agencies.	40 volunteers, 600 attendees
5/6/09	Gerlach Outreach with Washoe County School District Resource Centers, Gerlach, NV.	1 staff, 80 attendees
5/7/09 - 5/9/09	Emergency Medical Services for Children training, Portland, OR.	1 volunteer
5/12/09	Safe Kids Washoe County Coalition monthly meeting, Sparks.	18 volunteers
5/13/09	Bike to Work subcommittee planning meeting, Reno	9 members
5/13/09	Safe Kids Board of Directors regular meeting, REMSA.	6 members
5/14/09 - 5/15/09	Annual State of Nevada Bicycle and Pedestrian Safety Conference, South Lake Tahoe.	1 staff
5/15/09 - 5/16/09	American League of Bicyclists Traffic Safety 101 bicycle training class, Carson City.	1 staff
5/27/09	Safe Kids PHOTOVOICE advocacy project: meeting with Commissioner Weber, County Manager Berkich, Engineer Clara Lawson, and PIO Kathy Carter at Washoe County Commission Chambers with 29 Esther Bennett students.	3 staff, 29 students
5/27/09	Bike to Work subcommittee planning meeting, Reno	8 volunteers

Public Relations

5/2/09	Interview with Channel 2 regarding Safe Kids and Nevada Immunization Weeks at the Virginia Palmer Health and Safety Fair. .	1 staff
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Meetings

5/27/09	Critical Incident Stress Management training for REMSA supervisors.	2 volunteers, 18 staff
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Regional Emergency Medical Services Authority

**GROUND AMBULANCE AND CARE FLIGHT
INQUIRIES
FOR
MAY 2009**

INQUIRIES

May 2009

There were no inquiries in the month of May.



Regional Emergency Medical Services Authority

**GROUND AMBULANCE
CUSTOMER SERVICE
FOR
MAY 2009**

GROUND AMBULANCE CUSTOMER COMMENTS MAY 2009

	What Did We Do Well	What Can We Do To Serve You Better	Description / Comments
1	I must take my hat off to the fire department team on 4/1/09, they were extremely helpful, please please thank them for us. I would recommend them for mt hole family.	Nothing, just keep that team. They work together perfectly as a team and helpful in every way to our family. This is for the REMSA team as well.	Please keep the team together, they are excellent.
2	Rose in billing was very helpful and gave me good guidance.	The gentleman who sat in back with me was very RUDE and COLD! He seemed to feel he was better than anyone else.	When working wit a patient he should not worry about himself. Tis is his job. Be happy to assist someone no matter what the circumstances are. He seemed to be judgemental. He should choose another profession.
3	Very considerate and kind, calmed my husband down.	Stay in business!	Your personnel were wonderful.
4	This was 1st experience with 911 and REMSA. Everyone was very polite, professional and informative.		
5	Everything, they were fast, efficient and calming.	Keep doing what you're doing.	I felt I couldn't have gotten better care. I'm alive because of you.
6	Everything from the call I made to 911 to delivery to the hospital.		We have never used the ambulance service, but are so pleased to know that REMSA did such a great job!
7	Made me feel comfortable and safe and answered my questions.	I was to wait an hour for transportation and you came in 15 minutes. How good is that!	Keep up the great work!
8	They made me and my daughter fell comfortable and safe. Thank you.	Keep up the work, you guys are my heros. Thank you for everything you did to me. Keep it up!	
9	You were there when I needed you and quick to help even though you were not dispatched.		I want to commend and give a huge thank you to the young man who saw what was going on and slowed down/stopped to help.
10		More and better information.	Did not understand that we would not have a ride back from NNMC to Hearthstone. We were left stranded.
11	Providing professional evaluation and care.	Reduce delay in answering 911 call.	
12	The dispatcher helped me to stay calm and focused until the Fire Dept arrived. EMT's were polite, caring and very competent.	I only wish I hadn't needed you, but I could not have been better taken care off	
13	Response time; staff professional, polite and helpful.	Doing a good job now! Would like to see the day when REMSA is sole provider of ambulance service in Reno area. Removing the Fire Dept from doing medical calls.	
14	Stayed calm and reassuring	Could have asked if we wanted to notify neighbors to take care of dogs or if we needed to notify anyone else.	My husband was intoxicated and not thinking clearly. Firemen, Policemen nor Paramedics noticed or asked! The only reason 911 called because he couldn't drive.
15	Everything ok.		Need REMSA stationed near to Arrow Creek, Galena, etc - Response time often isn't good enough.
16	Got me to Renown.	Do what is said to be done.	I would like it to be known that I was less than satisfied with the way my situation was handled 4/7/09. No 1 - I was told by 2 men "my house would not be left unlocked whte they left. It Was! Although It'd take only a second to push the button on the lock! My home was left un-locked til my son got back home on the week end. No 2 - I was carried "like a sack of potatoes" by 2 men (am not overly large - 5 ft 2 inches, 138 lbs). One had my feet the other held me under my armes - hardly comfortable or secure! Just not a good experience, but you did get me to the ospital safely, so thank you.

	What Did We Do Well	What Can We Do To Serve You Better	Description / Comments
17	Everything. My paramedics kept calm and even got me laughing, make a bad situation better/	I was completely in shock, so I couldn't say anything was bad.	Thank you from the bottom of my heart! Thank those paramedics please, they deserve it.
18	Good interpersonal skills in the time of stress - all of the team.	Emergency personnel still a little confused over how to handle people (me) with poor veins/axillary node dissection.	Pretty good services, very caring personnel.
19	Unknown, for a was at work when my husband needed assistance.	Arrive quicker. It was over 40 minutes before help arrived. Time on his cell phone and then 2 more calls after that - 40 minutes later to family members.	I would like a copy of the EMS findings, treatment, medications used, etc. and billing for my medical records for my husband's death.
20	Very concerned, efficient yet compassionate. They went above and beyond to try to help me contact friends. Response time was excellent.	Take some side streets for quicker routes. Find a way to bill the responsible party for the accident so the innocent passenger of the vehicle they hit is immediately billed instead of me.	Overall I was pleased and appreciated the respect I was shown (especially about knowing my own body and conditions. Please let your team who responded that day know how much I appreciate their efficiency and compassion.
21	Ensured that I understood what was happening, took excellent care of me while I was being transported to the hospital.	I would have liked to tell the EMT's thank you but they left the hospital without talking to me.	I think all EMT's should be encouraged to say goodbye to their patients before leaving the hospital; as an RN I never end my shift without telling my patients goodbye.
22	Dispatcher stayed online with me until help arrived. EMT's were professional, polite and kind. Great service all around!	Great as is.	
23	You gave me another chance of life. The paddles did it. Thanks.		
24	Arrived promptly took care of patient	Come alone next time fire dept waste of taxpayer money	Since your professionals why was fire there
25	The service was for my 85 year old aunt. I met her at the hospital. The first thing I noticed was - she was not afraid!	Continue to inform patient + make them feel safe	
	Everything	Nothing else could I ask for! Me & my family are so thankful	God bless you all! You guys are great, first is God you guys are next you save my life, I am so thankful!
27	Taken to requested hospital, we are most grateful! At the other hospital it has taken 4-6 hours to see a doctor in the past.	This time the doctor saw mom in about 5 minutes.	Most pleased! Thank you
28	calmed y grandmother down, they had to lift her + carry her in a bag to the outside		Very caring + spoke to her calmly.
29	I depend a lot to you because of my condition everytime I call on you you never failed my satisfaction!	Continue to be self-serving to us - you come so quick, polite personnel, very helpful and supportive!	Keep it up to feel safe and secure inside the ambulance on the way to the hospital!
30	During my transit, a 1st day rookie had trouble putting in my iv, 10yr vet took over.	Charge people with no insurance less! \$1000.00 for a 10 minute drive is outrageous!!!	Exp crew did fine. Rookie was a little nervous - understandable but somewhat unsettling for patient.
31	This is the third time we had to use your service - always have been satisfied - thank you		
32	I truly appreciated the dispatcher calling me back - I was not at emerg. location: I called it in. Thank you so much.		
33	Showed genuine concern and gently handling of my 94 yr. old mother - medical expertise, very good.	You did very good!	Staff very knowledgeable & helpful. Also, the arrived within minutes of my call.
34	The entire team was great The gentlemen, are so good, please thank the team for my great care.		Special thanks to the bald gentleman who showed so much care
35	You were great. We will never forget your kindness	Everything was so great & everyone so nice I don't think you need to try to do better	You of course will always try to do better & we appreciate
	My mom's blood pressure rapidly dropped to 80 - subsequently she fell/collapsed at court st. post office	REMSA - stabilized her excellently before admit to Renown ER	Very happy + professional courtesy + expence.

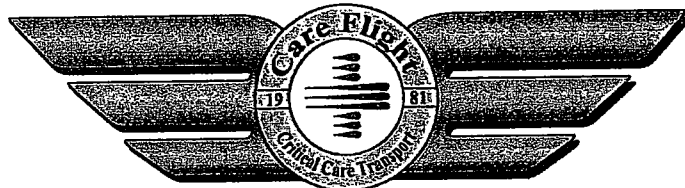
What Did We Do Well	What Can We Do To Serve You Better	Description / Comments
<p>My boyfriend who was the one who called for the ambulance said that the dispatcher was rude, arrogant and acted like she just wanted to get him off the line as soon as she could, he said she made him feel as though she couldn't be bothered with him.</p> <p>But when the ambulance arrived your attendants were polite, professional, courteous and informative. Even in my uncomprehensive state (because of the extreme pain I was in) I could tell this. They let me know that they couldn't give me any treatment for my condition (which I knew, but I also know that some people expect emt's to treat any problem a patient may have like they were their personal Dr) that they would only be able to transport me to the hospital because even though I might have felt like I was dying my symptoms didn't indicate anything life threatening, which I also knew but it wasn't what they told me it was their manner in which they did it that impressed me. They didn't make me feel unimportant or a waste of their time. They showed concern and compassion but were also honest about what they could and couldn't do for me without being like the dispatcher was.</p>	<p>Give your dispatcher a lesson in customer service and have someone treat her like that and see how she likes it.</p>	
<p>37</p>		<p>One of the medics was untrained (or new) and did not know what to do. The driver REFUSED to take our daughter to St. Mary's even though traffic on I-80 to Renown was backed up to McCarran Blvd. My daughter sat in traffic at a standstill when the driver could have easily exited on Keystone Avenue. The driver and a medic even argues over the point. We were very concerned as we (or the medics) did not know if my daughter was having seizures. We later discovered at the hospital that she was not, but if she had, the driver's stubbornness could have caused her serious consequences.</p> <p>We also question the mileage charged on our bill. My daughter was transported from Roy Gomm Elementary School to Renown. That distance is not 17 miles. Even if you charge for mileage from the start point, the total here likely does not add up to 17, unless the start point was somewhere in Sparks.</p> <p>Your response to these concerns would be appreciated. Once we receive your response, we will pay the remaining balance (insurance paid \$810) with adjustments, if any. Thank you.</p>
<p>38</p>	<p>The young man had trouble poking the needle in my hand. He was hurting me more than my injuries hurt. I asked him to stop, I had changed my mind about pain meds - he did not. My hand was completely black & blue for over 2 weeks and I still have a sore spot (over a month later) when I bend my hand a certain way. He may have injured a ligament or something. My suggestion would be when you have a small framed person without a lot of "meat" on them the top of the hand is not the best spot to be inserting a huge needle. Other than that they both did a good job.</p>	
<p>39</p> <p>0 Staff polite and knowledgeable.</p>	<p>Was it necessary for me to be transferred to a different ambulance midway to Reno. While the transfer went well, it did make me anxious.</p>	<p>Same comments put on SEMSA comment card DOS 2/25/09; Incident # 09056013S; Run #7332</p>

	What Did We Do Well	What Can We Do To Serve You Better	Description / Comments
41	Came in a timely manner.	Not arrive with Fire Personnel and all enter the home at once and bombard patient with same questions.	Too many people in the room upon arrival - one little patient and everyone hovering around patient in bed. Patient was 87 years old with hearing difficulty - only one person should be in charge and ask all the questions and announce clearly what will be happening while all other stay OUT of room. I know everyone wanted to help, but it becomes overwhelming for patient and family. Thanks.



Regional Emergency Medical Services Authority

CARE FLIGHT
CUSTOMER SERVICE
FOR
MAY 2009



CARE FLIGHT CUSTOMER COMMENTS MAY 2009

	What Did We Do Well	What Can We Do To Serve You Better	Description / Comments
1	I love flying! Having a sense of humor after hitting an air pocket is a must!		
2	I had a great flight.		
3	Everything!		
4	I was treated like a "KING"		Service was great
5	Everything, Smooth quick flight	Nothing	
6	Everything! I am also a trained emergency responder and I was impressed with their professionalism and compassion.	Nothing except to tell the staff who cared for me waht great professionals they are.	I am recovering from a fractured vertabra. Care Flight staff's excellent handling made a tough day a little easier.
7	Prompt arrival and delivery of patient to hospital	Provide more "up-to-date" information on patients when family members arrive at hopital.	
8	Gave good medical attention: I am here to talk about it.	Keep up the good work.	
9	Got me to the hospital alive!		Even though I would've enjoyed the scenery from above, slept through the flight (morphine) I do vaguely remember, kind reassuring words and that was very nice.
10	Everything was very good and professional, the care and service was very good. I thank you.		



Regional Emergency Medical Services Authority

REMSA
PUBLIC RELATIONS REPORT
FOR
MAY 2009

PUBLIC RELATIONS

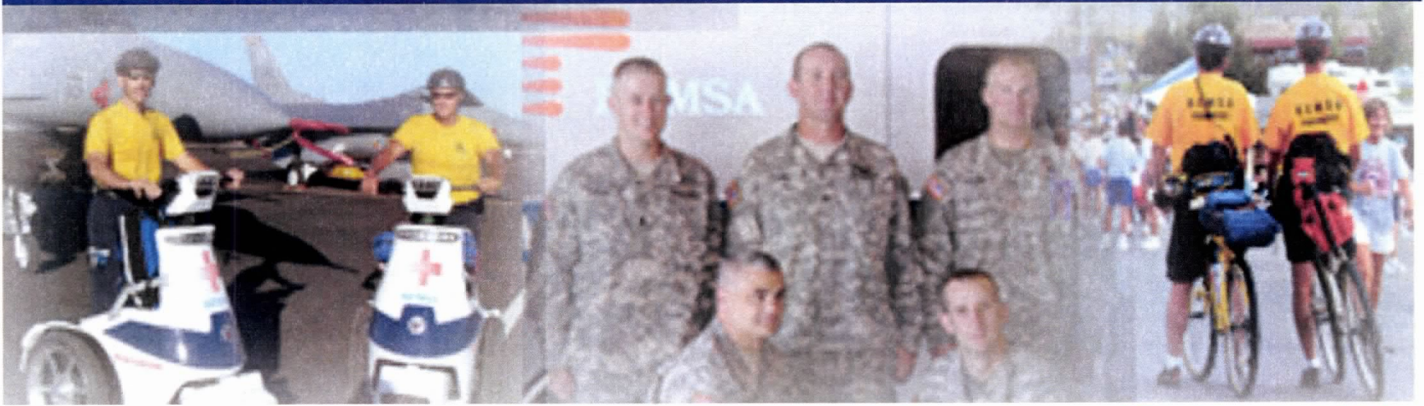
May 2009

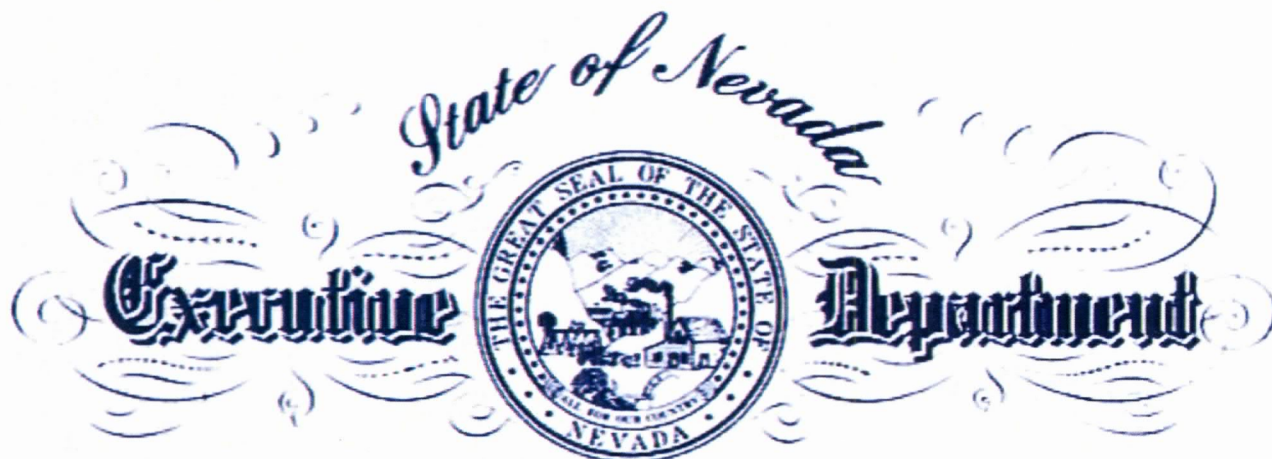
ACTIVITY	RESULTS
Wrote and Distributed "Community Advisor" regarding hypothermia safety, yard work safety and allergy safety.	Multiple rural newspapers printed the Community Advisor verbatim with numerous references to REMSA, SEMSA and Care Flight.
Negotiated with Americom and their seven radio stations to be in-kind media sponsors of the REMSA Point of Impact Golf Tournament. Wrote two Public Service Announcements that will run on each of the seven stations from May until the event.	The PSAs and promotions began in May.
Contacted and worked with Governor Gibbons office to have him be present at EMS Day at the 5/22 Aces baseball game and present REMSA with a proclamation.	The Governor was unable to attend the game.
Worked with the Reno Aces media relations staff to get media attention around the 5/22 EMS Day at the Aces game.	Media covering the game got photos and video of care Flight landing in the outfield at the game.
Wrote and distributed press release regarding REMSA's AED loan program in honor of AED Awareness week the first week of June.	Results will be available in June.
Began writing press release regarding REMSA's Water Watcher Whistle program that will go out the first week in June.	Results will be available in June.
Wrote and distributed press release regarding Jane Miller's Lifetime Achievement Award at the Nurses of Achievement event on 5/21.	Information regarding Jane's honor ran in the 5/24 RGJ.

EMS Week May 17-24, 2009



Congratulations REMSA and Care Flight on over 23 years of service to Northern Nevada! To the Nurses, Paramedics, EMTs, Staff and Management, we salute You!





A Proclamation by the Governor

WHEREAS, emergency medical services in Nevada are a vital public service; and

WHEREAS, the members of emergency medical services teams are proud partners in our communities; and

WHEREAS, these heroes stand ready to provide lifesaving care to those in need 24 hours a day, seven days a week; and

WHEREAS, access to quality emergency care dramatically improves the survival and recovery rate of those who experience sudden illness or injury; and

WHEREAS, the emergency medical services system consists of emergency physicians, emergency nurses, emergency medical technicians, paramedics, firefighters, educators, administrators and others; and

WHEREAS, the members of emergency medical services teams, whether career or volunteer, engage in thousands of hours of specialized training and continuing education to enhance their lifesaving skills; and

WHEREAS, it is appropriate to recognize the value and the accomplishments of emergency medical services providers by designating Emergency Medical Services Week;

NOW, THEREFORE, I, JIM GIBBONS, GOVERNOR OF THE STATE OF NEVADA do hereby proclaim May 17-23, 2009, as

EMERGENCY MEDICAL SERVICES WEEK



In Witness Whereof, I have hereunto set my hand and caused the Great Seal of the State of Nevada to be affixed at the State Capitol in Carson City, this 4th day of May, 2009

By the Governor:

Governor

Tom Miller

Secretary of State

By _____

Deputy



Regional Emergency Medical Services Authority

FOR IMMEDIATE RELEASE:

May 30, 2009

CONTACT: Scott Walquist, KPS|3, 686-2116, scott@kps3.com

REMSA/CARE FLIGHT VICE PRESIDENT EARNS LIFETIME ACHIEVEMENT AWARD

Reno, Nev. – Jane Miller, BS, RN, vice president of the Regional Emergency Medical Services Authority (REMSA/Care Flight), has been awarded the Lifetime Achievement Award from a panel of her peers on the Northern Nevada Nurses of Achievement committee. Established in 1999, the Northern Nevada Nurses of Achievement committee was designed to honor dedicated nurses and their contribution to healthcare, as well as increase awareness of nursing as a profession.

The Northern Nevada Nurses of Achievement's Lifetime Achievement Award was established in 2002 and is awarded to nurses who have demonstrated outstanding achievement in nursing for more than 25 years and demonstrate significant contributions to nursing in northern Nevada.

Miller graduated from Holy Cross School of Nursing in 1967 and worked as a registered nurse (RN) for several years in Denver, Colo., before returning to school where she graduated from Ball State University with a bachelor's of science in health science and a double minor in public health administration and psychology. Miller then returned to Denver and worked in a medical and surgical intensive care unit for one and a half years. Miller then joined the helicopter program started by Denver's St. Anthony's Hospital in 1975 and became a flight nurse.

In December 1980, Miller began working for Renown Health (then called Washoe Medical Center) in Reno as the chief flight nurse for their new "Life Flight" medical helicopter program. In 1981, the helicopter program became a joint venture with Saint Mary's Regional Medical Center with the new name of Care Flight. In 1985, Care Flight became part of the REMSA and Miller was named as the director of Care Flight. In 1991, Miller became vice president of Care Flight where she continued to direct the helicopter program for nine years until 2000.

Although Miller no longer flies, she continues to work as a national and international resource for the establishment of medical flight programs and those seeking national accreditation. Her current focus at REMSA/Care Flight is the coordination of the three accreditations the organization holds as a ground and air pre-hospital service. She also worked on many other special projects including the development of the first ever home-bound flu vaccination program for Washoe County.

Shelby Hunt - SMRMC
 Dana Julian - RRMCM
 Kit Landis - SMRMC
 Karen Lanham-Evans - RRMCM
 Mary Lynch - VA
 Kimberly Magee - RRMCM
 Melane Marsh - RRMCM
 Elizabeth Mead - RRMCM
 Alma Medina - RRMCM
 Denise Nelsen - RRMCM
 Melodie Osborn - SMRMC
 Karla Pambogo - RRMCM
 Laura Pinto - SMRMC
 Jennifer Richards - RRMCM
 Anne Roberts - SCR
 Patsy Ruchala - UNR
 Debra Scott - NSBN
 Sadie Tate - RRMCM
 Katie Tharp - RRMCM
 Terry Thomas - SMRMC
 Anne Towner - RRMCM
 Karen Winter - RRMCM

Lifetime Achievement

Jytte Andersen - CTRH
 Janet Freeland - CTRH
 Madelon Lawson - RRMCM
 Laurel Lindstrom - VA
 Jean Lyon - SSH
 Jo Macari - RRMCM
 Carolyn Mason - RRMCM

Barbara Mathews - SSH
 Jane Miller - REMSA *
 Christine Paige - WCHD
 Elva Sindar - RRMCM

Long-Term Care/ Rehabilitation

Joan Bacher - RRMCM
 Barbara Coruna - RRMCM
 Nemia Defiesta - RRMCM
 Dora Garrett - RRMCM
 Ali Jangula - VA
 Joseph Moniz - RRMCM
 Peggy Tingley - RRMCM
 Julie Wenzel - RRMCM
 Teresa Wycoff - VA

Patient Advocacy

Ruth Avila - RRMCM
 Karen Bodenhamer - CTRH
 Kelly Broadhead - SMRMC
 Linda Franke - VA
 Bobbi Gillis - RRMCM
 Mellyn Johnson - RRMCM
 Lisa Jonkey - RRMCM
 Marilee Katz - RRMCM
 Ofelia Maglipon - NNMC
 Lillian Morton - RRMCM
 Erik Norberg - VA
 Dawn Osterman - RRMCM
 Jill Ransom - SMRMC
 Karen Thiele - REMSA *

Medical/Surgical/Maternal Child

Brienne Anderson - SMRMC
 Kelly Broadhead - SMRMC
 Tara Burns - SMRMC
 Jennifer Carvalho - NNMC
 Sue Dameron Cote-Eagle - RRMCM
 Stacy Demitropoulos - SMRMC
 Deanna Dougherty - NNMC



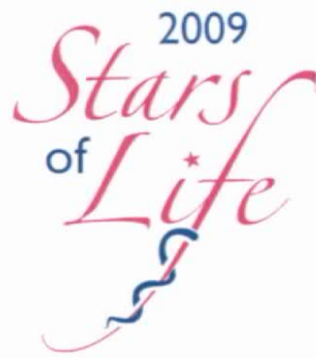
Northern Nevada Nurses of Achievement

Peppermill Resort Casino
 Reno, Nevada
 May 8, 2009



Regional Emergency Medical Services Authority
 Paramedic & EMT Schools
 CPR, First Aid, Babysitter Classes
 Automatic External Defibrillator Training
 450 Edison Way, Reno - 775.858.5700 - www.remsa-cf.com

Accredited by the
 Commission on Accreditation of Medical Transport Systems
 *Aviation Services Provided by Air Methods Corporation QMLA253U



Star Biography

Full Name: Karen "KJ" Thiele

Title: Flight Nurse & QI Coordinator

Company: REMSA/Care Flight

Length of Service: 10 years as of August this year

Describe notable personal interests: KJ enjoys skiing and hiking in the Sierras. She is a diplomate in Piano Performance of the Royal Conservatory of Music in Toronto, and the McGill Conservatory of Music in Montreal. KJ is an avid amateur photographer. She is the collector of photographic archives for Care Flight and editor of Care Flight's annual yearbook.

Describe work experience and why they are being honored as a 2009 Star of Life (300 words or less): KJ was hired in 1999 as a flight nurse after spending several years in adult and pediatric critical care. She served as a flight nurse and then as an Operations Manager of Care Flight until the arrival of a son required a change of working hours. For the last 3 years she has worked full time as the QI coordinator for Care Flight, which entails clinical chart review, utilization review, and chairing the Clinical Committee. She also serves as a System Administrator for our electronic documentation system and was one of the Project Coordinators at its implementation. While assessing the responsible utilization of Care Flight, she realized that burn patients frequently incurred two Care Flight helicopter transports: the first from the scene to the local trauma center in Reno; and the second from the trauma center to the burn center in Sacramento. This led her to pursue the transport of burn patients directly from the scene of the burn, to a burn center, thereby avoiding the second transport and its associated additional costs, and avoiding delay in treatment of the burns. With the support of Care Flight's management team, her medical director, and the burn team at UC Davis' Burn Unit and the Shriner's Burn Unit, she successfully navigated through some uncharted territory over several months to achieve this goal. She accomplished this by gaining the enthusiastic cooperation of many people across several agencies and across the California/Nevada state line. Lastly, this protocol was presented by KJ to the two hundred field and dispatch staff of REMSA and Care Flight upon its implementation. Now that this new protocol has been established, several burn patients have benefited from this approach, having successfully been transported by Care Flight directly from the scene to UC Davis' Burn Unit.

Submit final Bio to:

American Ambulance Association

8400 Westpark Drive, 2nd Floor □ McLean, VA 22102 □ jbuell@the-aaa.org □ 703.610.0210 fax



Star Biography

Full Name: Dan Hunter
Title: Operations Supervisor / EMT-B
Company: SEMSA
City: Reno
State: Nevada
Host Name: Patrick Smith



Length of Service: 3.5 years

Describe notable personal interests:

Dan enjoys playing softball on city leagues, fishing, football and mountain biking.

Describe work experience and why they are being honored as a 2009 Star of Life (300 words or less):

Dan works in a small community north of Reno. He came to a scene on his day off, having heard on the radio of a reported GSW (gunshot wound). His concern was for his staff members, and how the call was being addressed by multiple agencies. This is only one instance of Dan's always thinking of and caring about his fellow EMS workers. Dan's entire staff at his location recommended him for this award, and each one individually signed his nomination form.

Submit final Bio to:
American Ambulance Association
8400 Westpark Drive, 2nd Floor □ McLean, VA 22102 □ jbuell@the-aaa.org □ 703.610.0210 fax



DISTRICT HEALTH DEPARTMENT

June 14, 2009

To: Members District Board of Health
 From: Eileen Coulombe
 Subject: Public Health Fund Revenue and Expenditure Report for May 2009

Recommendation

Staff recommends that the District Board of Health accept the attached report of revenues and expenditures for the Public Health Fund for May of fiscal year 09.

Background

The attached reports are for the accounting period 11/09 and the percentages should approximate 92% of the year. Our total revenues and expenditures for the current year (FY09) compared to last year (FY08) are as follows:

May 2009	FY09 – REV	FY08 – REV	FY09 – EXP	FY08 – EXP
Transfer	77%	83%		
AHS	64%	77%	70%	88%
AQM	71%	87%	76%	83%
CCHS	75%	89%	87%	88%
EHS	80%	92%	79%	83%
EPHP	63%	66%	68%	69%
TOTAL	72%	84%	79%	84%

The Environmental Oversight Account for May 2009 was \$162,845.88.

I will be happy to any questions of the Board during the meeting or you may contact me at 328-2417.


 Administrative Health Services Officer

Enclosure

Accounts	2009 Plan	2009 Actuals	Balance	Act%	2008 Plan	2008 Actual	Balance	Act%
422503 Environmental Permits	125,000.00-	102,353.39-	22,646.61-	82	125,000.00-	148,206.65-	23,206.65	119
422504 Pool Permits	100,000.00-	117,559.00-	17,559.00-	118	84,000.00-	111,392.00-	27,392.00	133
422505 RV Permits	15,000.00-	14,360.00-	640.00-	96	15,000.00-	15,582.00-	582.00	104
422506 Hotel Motel Permits		353.00-	353.00					
422507 Food Service Permits	410,000.00-	361,545.00-	48,455.00-	88	410,000.00-	351,853.00-	58,147.00-	86
422508 Wat Well Const Permits	40,000.00-	26,278.00-	13,722.00-	66	40,000.00-	33,032.00-	6,968.00-	83
422509 Water Company Permits	25,000.00-	8,226.00-	16,774.00-	33	28,000.00-	18,537.00-	9,463.00-	66
422510 Air Pollution Permits	420,550.00-	397,123.40-	23,426.60-	94	313,845.28-	405,653.50-	91,808.22	129
422511 ISDS Permits	125,000.00-	73,429.00-	51,571.00-	59	125,000.00-	117,475.00-	7,525.00-	94
422513 Special Event Permits	80,000.00-	77,926.00-	2,074.00-	97	80,000.00-	78,617.00-	1,383.00-	98
422514 Initial Applic Fee		26,640.00-	26,640.00					
* Licenses and Permits	1,340,550.00-	1,205,792.79-	134,757.21-	90	1,220,845.28-	1,280,348.35-	59,503.07	105
431100 Federal Grants	6,582,424.45-	3,873,700.44-	2,708,724.01-	59	6,131,026.56-	4,416,193.02-	1,714,833.54-	72
431105 Federal Grants - Indirect		11,320.41-	11,320.41		11,064.00-	15,000.88-	3,936.88	136
432100 State Grants	809,529.80-	807,320.56-	2,209.24-	100	968,786.80-	939,423.79-	29,363.01-	97
432310 Tire Fee NRS 444A.090	415,000.00-	354,911.70-	60,088.30-	86	415,000.00-	440,825.53-	25,825.53	106
432311 Pot Cntl 455B.830	280,000.00-	305,485.00-	25,485.00	109	277,137.86-	298,567.00-	21,429.14	108
* Intergovernmental	8,086,954.25-	5,352,738.11-	2,734,216.14-	66	7,903,015.22-	6,110,010.22-	1,693,005.00-	78
460162 Services to Other Agencies	195,859.10-	72,288.62-	123,570.48-	37	197,796.38-	159,721.27-	38,075.11-	81
460500 Other Immunizations	165,000.00-	103,900.98-	61,099.02-	63	165,000.00-	173,643.00-	8,643.00	105
460501 Medicaid Clinical Services	30,750.00-	39,971.82-	9,221.82	130	20,500.00-	48,496.78-	27,996.78	237
460503 Childhood Immunizations	190,000.00-	191,024.03-	1,024.03	101	190,000.00-	211,816.00-	21,816.00	111
460504 Maternal Child Health						41,411	41,411	
460505 Non Title X Revenue		5,330.93-	5,330.93			1,235.00-	1,235.00	
460508 Tuberculosis		17,682.03-	9,682.03	221		13,149.42-	5,149.42	164
460509 Water Quality	8,000.00-	280.00-	280.00		8,000.00-	933.00-	133.00	117
460510 IT Overlay	150,000.00-	118,665.00-	31,335.00-	79	150,000.00-	123,540.00-	26,460.00-	82
460511 Birth and Death Certificates	230,000.00-	200,737.20-	29,262.80-	87	230,000.00-	224,108.25-	5,891.75-	97
460512 Duplication Service Fees	800.00-	253.50-	546.50-	32	1,000.00-	295.50-	704.50-	30
460513 Other Health Service Charges	23,800.00-	7,301.40-	16,498.60-	31	20,000.00-	22,268.95-	2,268.95	111
460514 Food Service Certification	8,000.00-	7,648.00-	352.00	96	8,000.00-	7,257.00-	743.00-	91
460515 Medicare Reimbursement	250.00-	892.07-	642.07	357	8,000.00-	14,407.04-	6,407.04	180
460516 Pgm Inc-3rd Pty Rec	3,000.00-	12,672.64-	9,672.64	422	4,600.00-	8,982.00-	4,382.00	195
460517 Influenza Immunization	10,000.00-	13,247.00-	3,247.00	132	30,000.00-	29,495.00-	505.00-	98
460518 STD Fees	60,000.00-	36,759.26-	23,240.74-	61	50,000.00-	50,779.03-	779.03	102
460519 Outpatient Services	11,500.00-	8,119.00-	3,381.00-	71	11,000.00-	9,682.00-	1,318.00-	88
460520 Eng Serv-Health	120,000.00-	125,150.00-	5,150.00	104	140,000.00-	107,726.34-	32,273.66-	77
460521 Plan Review - Pools & Spas	3,000.00-	4,474.00-	1,474.00	149	3,000.00-	13,336.05-	10,336.05	445
460523 Plan Review - Food Services	40,000.00-	27,444.72-	12,555.28-	69	40,000.00-	45,810.82-	5,810.82	115
460524 Family Planning	100,000.00-	90,786.71-	9,213.29-	91	125,000.00-	132,119.52-	7,119.52	106
460525 Plan Review - Vector	75,000.00-	52,058.00-	22,942.00-	69	100,000.00-	71,489.60-	28,510.40-	71
460526 Plan Review-Air Quality	14,837.00-	33,781.00-	18,944.00	228	12,000.00-	17,263.00-	5,263.00	144
460527 NOE-AQM	32,900.00-	52,554.05-	19,654.05	160	121,000.00-	45,973.00-	75,027.00-	38
460528 NESHAP-AQM	167,900.00-	72,883.00-	95,017.00-	43	63,000.00-	111,364.00-	48,364.00	177
460529 Assessments-AQM	36,630.00-	27,312.00-	9,318.00-	75	26,000.00-	29,711.00-	3,711.00	114
460530 Inspector Registr-AQ	2,100.00-	111.00-	1,989.00-	5	2,000.00-	1,221.00-	779.00-	61
460531 Dust Plan-Air Quality	178,333.00-	232,916.00-	54,583.00	131	395,000.00-	214,723.50-	180,276.50-	54
* Charges for Services	1,857,659.10-	1,556,243.96-	301,415.14-	84	2,121,696.38-	1,890,588.48-	231,107.90-	89
484000 Donation, Contri-Oper					15,000.00-	15,000.00-		100

Washo County Health District
 REVENUE
 Pds 1 - 11, FY 2009

Accounts	2009 Plan	2009 Actuals	Balance	Act%	2008 Plan	2008 Actual	Balance	Act%
484195 Non-Govtl Grants					6,020.00-	6,020.00-	40,155.87	100
485300 Other Misc Govt Rev		584.91-	584.91			40,155.87-	40,155.87	
* Miscellaneous		584.91-	584.91		21,020.00-	61,175.87-	40,155.87	291
** Revenue	11,285,163.35-	8,115,359.77-	3,169,803.58-	72	11,166,576.88-	9,342,122.92-	1,824,453.96-	84

Washo County Health District
EXPENSES
Pds 1 - 11, FY 2009

Accounts	2009 Plan	2009 Actuals	Balance	Act%	2008 Plan	2008 Actual	Balance	Act%
701110 Base Salaries	11,240,002.38	9,255,585.23	1,984,417.15	82	11,810,586.22	10,153,056.77	1,657,529.45	86
701120 Part Time	1,045,046.35	732,303.32	312,743.03	70	1,089,921.13	933,907.97	156,013.16	86
701130 Pooled Positions	197,135.86	104,292.44	92,843.42	53	204,971.19	142,533.48	62,437.71	70
701140 Holiday Work	1,500.00	1,452.62	47.38	97	1,750.00	716.36	1,033.64	41
701150 Contractual Wages	84,339.87	27,474.65	56,865.22	33	22,167.00	37,526.52	15,359.52	169
701200 Incentive Longevity	169,100.50	79,479.17	89,621.33	47	204,489.80	83,583.42	120,906.38	41
701300 Overtime	69,385.91	34,098.69	35,287.22	49	83,378.85	39,859.64	43,519.21	48
701406 Standby Pay	35,000.00	29,798.75	5,201.25	85	40,000.00	36,303.75	3,696.25	91
701408 Call Back	6,000.00	3,319.00	2,681.00	55	11,000.00	3,681.03	7,318.97	33
701412 Salary Adjustment	273,978.53		273,978.53		832.95		832.95	
701413 Vac Payoff/Sick Pay-Term		210,705.30	210,705.30			127,629.32	127,629.32	
701417 Comp Time		31,926.47	31,926.47			11,023.25	11,023.25	
701419 Comp Time - Transfer		5,898.46	5,898.46			2,083.38	2,083.38	
701500 Merit Awards	254,000.00		254,000.00		650,000.00		650,000.00	
* Salaries and Wages	12,319,532.34	10,516,334.10	1,803,198.24	85	12,817,431.24	11,571,904.89	1,245,526.35	90
705110 Group Insurance	1,493,380.68	1,204,554.21	288,826.47	81	1,575,329.42	1,358,521.68	216,807.74	86
705210 Retirement	2,548,069.63	2,055,564.28	492,505.35	81	2,663,736.30	2,283,034.70	380,701.60	86
705215 Retirement Calculation	147,700.00		147,700.00					
705230 Medicare-April 1986	161,008.60	135,687.67	25,320.93	84	173,003.66	147,357.96	25,645.70	85
705320 Workmens Comp	81,600.00	74,359.61	7,240.39	91	70,725.00	61,576.00	9,149.00	87
705330 Unemply Comp	13,260.00	13,268.32	8.32	100	11,275.00	11,715.00	440.00	104
705360 Benefit Adjustment	19,155.00		19,155.00		4,695.82		4,695.82	
* Employee Benefits	4,464,173.91	3,483,434.09	980,739.82	78	4,498,765.20	3,862,205.34	636,559.86	86
710100 Professional Services	1,042,795.07	605,134.10	437,660.97	58	1,022,606.13	522,725.20	499,880.93	51
710105 Medical Services	13,700.00	13,026.50	673.50	95	14,000.00	10,479.00	3,521.00	75
710108 MD Consultants	57,140.00	45,500.00	11,640.00	80	58,947.00	42,234.25	16,712.75	72
710115 Prof Eng Services		1,208.31	1,208.31					
710119 Subrecipient Payments	304,994.00	252,548.50	52,445.50	83	303,716.49	241,427.93	62,288.56	79
710200 Service Contract	116,754.00	74,382.22	42,371.78	64	124,335.10	60,559.57	63,775.53	49
710205 Repairs and Maintenance	17,335.63	3,565.67	13,769.96	21	14,868.00	14,948.40	80.40	101
710210 Software Maintenance		9,350.00	9,350.00			8,174.15	8,174.15	
710300 Operating Supplies	180,856.66	137,604.68	43,251.98	76	133,965.75	118,940.50	15,025.25	89
710302 Small Tools & Allow	2,950.00	899.24	2,050.76	45	2,950.00	1,732.52	1,217.48	59
710308 Animal Supplies	2,000.00		1,100.76		2,000.00	950.00	1,050.00	48
710310 Parts and Supplies						120.44	120.44	
710312 Special Dept Expense		200.00	200.00					
710319 Chemical Supplies	621,588.00	361,579.46	260,008.54	58	621,588.00	295,584.61	326,003.39	48
710325 Signs and Markers					150.00		150.00	
710334 Copy Machine Expense	41,362.18	28,273.28	13,088.90	68	36,022.45	33,934.02	2,088.43	94
710350 Office Supplies	56,718.55	47,627.52	9,091.03	84	69,754.43	50,967.81	18,786.62	73
710355 Books and Subscriptions	9,988.50	7,378.17	2,610.33	74	8,111.57	7,625.25	486.32	94
710360 Postage	6,951.57	21,331.14	14,379.57	307	1,969.00	22,454.01	20,485.01	1,140
710361 Express and Courier	18,150.00	507.89	17,642.11	3	1,180.76	463.35	20,717.41	2
710391 Fuel & Lube	100.00	123.60	23.60	124	100.00	46.06	53.94	46
710500 Other Expense	52,568.75	42,368.21	10,200.54	81	61,475.02	26,629.15	34,845.87	43

Washoe County Health District
EXPENSES
Pds 1 - 11, FY 2009

Accounts	2009 Plan	2009 Actuals	Balance	Act%	2008 Plan	2008 Actual	Balance	Act%
710502 Printing	38,043.48	13,462.48	24,581.00	35	37,331.00	25,505.44	11,825.56	68
710503 Licenses & Permits	10,415.00	5,380.20	5,034.80	52	10,815.00	3,736.00	7,079.00	35
710505 Rental Equipment	10,169.00	1,800.00	8,369.00	18	10,050.00	1,800.00	8,250.00	18
710506 Dept Insurance Deductible		263.74	263.74			761.57	761.57	
710507 Network and Data Lines	455.00	6,776.47	6,321.47	1,489	600.00	3,081.33	2,481.33	514
710508 Telephone Land Lines	74,905.48	45,264.48	29,641.00	60	92,057.00	52,538.86	39,518.14	57
710509 Seminars and Meetings	66,296.00	39,742.00	26,554.00	60	45,252.35	28,979.00	16,273.35	64
710512 Auto Expense	26,645.18	13,802.68	12,842.50	52	17,658.00	14,736.46	2,921.54	83
710519 Cellular Phone	24,205.00	13,460.01	10,744.99	56	5,765.00	21,187.20	15,422.20	368
710529 Dues	5,280.00	5,266.92	13.08	100	8,661.00	11,562.00	2,901.00	133
710535 Credit Card Fees		8,953.75	8,953.75					
710546 Advertising	65,626.52	35,213.80	30,412.72	54	84,570.00	33,578.14	50,991.86	40
710577 Uniforms & Special Clothing	3,500.00		3,500.00		3,850.00	786.99	3,063.01	20
710600 LT Lease-Office Space	256,446.13	194,042.53	62,403.60	76	196,463.00	187,794.90	8,668.10	96
710620 LT Lease-Equipment	5,940.00	2,971.00	2,969.00	50	5,940.00	5,940.00		100
710703 Biologicals	287,009.61	194,778.87	92,230.74	68	299,830.51	231,813.80	68,016.71	77
710714 Referral Services	8,700.00	3,885.00	4,815.00	45	17,190.00	6,520.00	10,670.00	38
710721 Outpatient	149,305.88	100,710.38	48,595.50	67	142,765.11	121,894.14	20,870.97	85
710872 Food Purchases	2,050.00	2,391.11	341.11	117	1,645.78	1,204.87	440.91	73
711113 Equip Srv Replace	104,964.00	120,398.56	15,434.56	115	142,000.29	137,233.00	4,767.29	97
711114 Equip Srv O & M	160,958.54	86,541.65	74,416.89	54	121,796.68	107,770.76	14,025.92	88
711115 Equip Srv Motor Pool	19,195.00	5,165.00	14,030.00	27	19,100.00	13,325.00	5,775.00	70
711119 Prop & Liab Billings	58,667.00	53,778.23	4,888.77	92	47,718.00	45,067.00	2,651.00	94
711210 Travel	186,514.22	50,207.90	136,306.32	27	128,125.61	69,555.76	58,569.85	54
711504 Equipment nonCapital	83,179.03	61,083.00	22,096.03	73	109,728.76	118,269.70	8,540.94	108
711507 Vehicles nonCapital						2,142.00	2,142.00	
* Services and Supplies	4,194,422.98	2,717,948.25	1,476,474.73	65	4,046,652.79	2,706,780.14	1,339,872.65	67
781004 Equipment Capital	461,395.05	149,449.09	311,945.96	32	410,193.10	144,515.60	265,677.50	35
781007 Vehicles Capital					32,000.00		32,000.00	
** Capital Outlay	461,395.05	149,449.09	311,945.96	32	442,193.10	144,515.60	297,677.50	33
** Expenses	21,439,524.28	16,867,165.53	4,572,358.75	79	21,805,042.33	18,285,405.97	3,519,636.36	84
485192 Surplus Equipment Sales		83.60	83.60					
* Other Fin. Sources		83.60	83.60					
621001 Transfer From General	9,693,500.00	7,460,204.02	2,233,295.98	77	10,271,000.00	8,559,167.00	1,711,833.00	83
* Transfers In	9,693,500.00	7,460,204.02	2,233,295.98	77	10,271,000.00	8,559,167.00	1,711,833.00	83
** Other Financing Src/Use	9,693,500.00	7,460,287.62	2,233,212.38	77	10,271,000.00	8,559,167.00	1,711,833.00	83
*** Total	460,860.93	1,291,518.14	830,657.21	280	367,465.45	384,116.05	16,650.60	105

Washo County Health District
 Administrative Health Services
 Pds 1 - 11, FY 2009

Accounts	2009 Plan	2009 Actuals	Balance	Act%	2008 Plan	2008 Actual	Balance	Act%
431100 Federal Grants	1,463,729.00-	941,482.83-	522,246.17-	64	1,041,467.00-	803,531.18-	237,935.82-	77
* Intergovernmental	1,463,729.00-	941,482.83-	522,246.17-	64	1,041,467.00-	803,531.18-	237,935.82-	77
460512 Duplication Service Fees	800.00-	253.50-	546.50-	32	1,000.00-	295.50-	704.50-	30
* Charges for Services	800.00-	253.50-	546.50-	32	1,000.00-	295.50-	704.50-	30
485300 Other Misc Govt Rev		484.91-	484.91-			481.05-	481.05-	
* Miscellaneous		484.91-	484.91-			481.05-	481.05-	
** Revenue	1,464,529.00-	942,221.24-	522,246.17-	64	1,042,467.00-	804,307.73-	238,159.27-	77
701110 Base Salaries	2,046,648.55	1,521,095.43	525,553.12	74	1,763,246.61	1,575,783.71	187,462.90	89
701120 Part Time	24,461.26	19,649.40	4,811.86	80	43,795.09	20,439.21	23,355.88	47
701130 Pooled Positions	25,580.86		25,580.86					
701150 Contractual Wages								
701200 Incentive Longevity	29,850.00	11,251.92	18,598.08	38	64,289.80	8,446.16	8,446.16-	15
701300 Overtime	4,015.00	4,725.07	710.07-	118	3,475.75	9,950.00	54,339.80	13
701412 Salary Adjustment	94,369.00		94,369.00			468.98	3,006.77	
701413 Vac Payoff/Sick Pay-Term		33,899.31	33,899.31-					
701417 Comp Time		7,432.32	7,432.32-					
701419 Comp Time - Transfer		5,898.46	5,898.46-					
701500 Merit Awards	91,459.00-		91,459.00-		47,450.00-		47,450.00-	
* Salaries and Wages	2,133,465.67	1,603,951.91	529,513.76	75	1,827,357.25	1,615,088.06	212,269.19	88
705110 Group Insurance	245,985.18	202,581.27	43,403.91	82	244,090.48	212,851.29	31,239.19	87
705210 Retirement	425,683.31	312,834.15	112,849.16	73	372,329.49	324,210.12	48,119.37	87
705215 Retirement Calculation	147,700.00		147,700.00					
705230 Medicare April 1986	28,990.03	21,968.19	7,021.84	76	25,506.88	21,946.68	3,560.20	86
705330 Workmens Comp	14,800.00	13,566.63	1,233.37	92	10,350.00	9,060.00	1,290.00	88
705330 Unemply Comp	2,405.00	2,405.00	2,405.00	100	1,650.00	1,650.00		100
705360 Benefit-Adjustment	19,155.00		19,155.00					
* Employee Benefits	884,718.52	553,355.24	331,363.28	63	653,926.85	569,718.09	84,208.76	87
710100 Professional Services	4,800.00	2,296.18	2,503.82	48	2,915.62	315.00	2,600.62	11
710108 MD Consultants		225.00	225.00-		270.00	225.00	45.00	83
710200 Service Contract	150.00	549.65	399.65-	366	400.00	14.78	385.22	4
710205 Repairs and Maintenance	800.00	48.33	751.67	6	400.00	139.48	260.52	35
710300 Operating Supplies	35,300.00	19,628.63	15,671.37	56	22,300.00	17,699.19	4,600.81	79
710312 Special Dept Expense		25.00	25.00-					
710334 Copy Machine Expense	11,879.00	8,173.50	3,705.50	69	9,544.19	12,016.17	2,471.98-	126
710350 Office Supplies	16,185.00	8,012.84	8,172.16	50	15,185.00	13,563.88	1,621.12	89
710355 Books and Subscriptions	1,370.00	1,108.81	261.19	81	1,370.00	2,945.99	1,575.99-	215
710360 Postage		2,314.85	2,314.85-			2,098.48	2,098.48-	
710361 Express and Courier	1,700.00	30.60	1,669.40	2	1,475.00	0.58	1,474.42	0
710500 Other Expense	1,250.00	850.60	399.40	68	650.00	933.12	283.12-	144
710502 Printing	9,570.00	985.27	8,584.73	10	4,525.00	5,542.84	1,017.84-	122
710503 Licenses & Permits	2,500.00	216.00	2,284.00	9	2,350.00	1,536.00	814.00	65
710507 Network and Data Lines		150.00	150.00-					
710508 Telephone Land Lines	12,510.00	9,302.79	3,207.21	74	13,425.00	9,678.54	3,746.46	72
710509 Seminars and Meetings	5,100.00	3,571.50	1,528.50	70	4,700.00	2,999.00	1,701.00	64
710512 Auto Expense	4,550.00	1,614.94	2,935.06	35	3,300.00	2,622.65	677.35	79
710519 Cellular Phone	383.00	366.84	16.16	96	625.00	684.28	59.28-	109
710529 Dues	955.00	1,558.92	603.92-	163	946.00	4,197.00	3,251.00-	444
710546 Advertising		156.77	156.77-			76.97	76.97-	
710577 Uniforms & Special Clothing						547.06	547.06-	

Washo County Health District
 Administrative Health Services
 Pds 1 - 11, FY 2009

Accounts	2009, Plan	2009, Actuals	Balance	Act%	2008 Plan	2008, Actual	Balance	Act%
710600 LT Lease-Office Space	141,319.12	80,062.04	61,257.08	57	77,370.00	77,377.92	7.92-	100
710872 Food Purchases	200.00	116.86	83.14	58	145.78	145.78		100
711113 Equip Srv Replace		2,421.01	2,421.01-		4,002.00	3,045.00	957.00	76
711114 Equip Srv O & M	1,623.64	1,074.87	548.77	66	1,473.91	550.82	923.09	37
711115 Equip Srv Motor Pool		592.50	592.50-			150.00	150.00-	
711119 Prop & Liab Billings	10,693.00	9,801.99	891.01	92	7,230.00	6,627.61	602.39	92
711210 Travel	16,500.00	4,528.38	11,971.62	27	12,274.31	7,668.12	4,606.19	62
711504 Equipment nonCapital	1,700.00	123.95	1,576.05	7	1,765.00	691.64	1,093.36	39
* Services and Supplies	281,037.76	159,908.62	121,129.14	57	188,661.81	174,092.90	14,568.91	92
** Expenses	3,299,221.95	2,317,215.77	982,006.18	70	2,669,945.91	2,358,899.05	311,046.86	88
*** Total	1,834,692.95	1,374,994.53	459,698.42	75	1,627,478.91	1,554,591.32	72,887.59	96

Accounts	2009 Plan	2009 Actuals	Balance	Act%	2008 Plan	2008 Actual	Balance	Act%
422510 Air Pollution Permits	420,550.00	397,123.40	23,426.60	94	313,845.28	405,703.50	91,858.22	129
* Licenses and Permits	420,550.00	397,123.40	23,426.60	94	313,845.28	405,703.50	91,858.22	129
431100 Federal Grants	759,349.00	181,533.00	577,816.00	24	738,622.00	522,621.36	216,000.64	71
432100 State Grants	170,000.00	170,000.00		100	305,000.00	305,000.00		100
432311 Pol Ctr/455B.830	280,000.00	305,485.00	25,485.00	109	277,137.86	298,567.00	21,429.14	108
* Intergovernmental	1,209,349.00	657,018.00	552,331.00	54	1,320,759.86	1,126,188.36	194,571.50	85
460513 Other Health Service Charges	9,800.00	551.40	9,248.60	6	6,000.00	9,822.95	3,822.95	164
460526 Plan Review-Air Quality	14,837.00	33,781.00	18,944.00	228	12,000.00	17,263.00	5,263.00	144
460527 NOE-AQM	32,900.00	52,554.05	19,654.05	160	121,000.00	45,973.00	75,027.00	38
460528 NESHAP-AQM	167,900.00	72,883.00	95,017.00	43	63,000.00	111,364.00	48,364.00	177
460529 Assessments-AQM	36,630.00	27,312.00	9,318.00	75	26,000.00	29,711.00	3,711.00	114
460530 Inspector Registr-AQ	2,100.00	111.00	1,989.00	5	2,000.00	1,221.00	779.00	61
460531 Dust Plan-Air Quality	178,333.00	232,916.00	54,583.00	131	395,000.00	214,723.50	180,276.50	54
* Charges for Services	442,500.00	420,108.45	22,391.55	95	625,000.00	430,078.45	194,921.55	69
485300 Other Misc Govt Rev								
* Miscellaneous								
** Revenue								
701110 Base Salaries	2,072,399.00	1,474,249.85	598,149.15	71	2,259,605.14	1,963,371.80	296,233.34	87
701130 Pooled Positions	1,388,862.47	1,158,181.59	230,680.88	83	1,452,304.15	1,292,686.78	159,617.37	89
701140 Holiday Work	8,000.00	3,436.43	4,563.57	43	26,000.00	4,317.34	21,682.66	17
701150 Contractual Wages	50,000.00	166.02	49,833.98		250.00		250.00	
701200 Incentive Lorigevity	23,550.00	9,488.44	14,061.56	40	22,200.00	10,500.00	11,700.00	47
701300 Overtime	4,535.34	542.34	3,993.00	12	9,000.00	440.99	8,559.01	5
701408 Call Back	1,000.00		1,000.00		1,000.00	993.16	6.84	99
701412 Salary Adjustment	8,608.78		8,608.78					
701413 Vac Payoff/Sick Pay-Term		47,591.12	47,591.12					
701417 Comp Time		8,502.93	8,502.93					
701419 Comp Time - Transfer								
701500 Merit Awards								
* Salaries and Wages	1,484,556.59	1,227,908.87	256,647.72	83	74,750.00	1,604.64	1,604.64	
705110 Group Insurance	142,279.60	119,995.15	22,284.45	84	1,436,004.15	1,310,542.91	74,750.00	91
705210 Retirement	289,544.99	238,139.56	51,405.43	82	148,778.32	133,945.00	125,461.24	90
705230 Medicare April 1986	18,901.05	16,310.58	2,590.47	86	301,596.76	266,427.14	14,833.32	88
705320 Workmens Comp	8,000.00	7,333.37	666.63	92	19,794.89	17,540.20	35,169.62	89
705330 Unemply Comp	1,300.00	1,300.00		100	8,280.00	7,248.00	2,254.69	88
* Employee Benefits	460,025.64	383,078.66	76,946.98	83	1,320.00	1,320.00	1,032.00	100
710100 Professional Services	261,928.54	104,256.32	157,672.22	40	479,769.97	426,480.34	53,289.63	89
710200 Service Contract	350.00	312.84	37.16	89	310.10	50,687.90	119,549.08	30
710205 Repairs and Maintenance	8,792.63	362.00	8,430.63	4	8,250.00	7,633.75	616.25	93
710300 Operating Supplies	4,500.00	1,529.13	2,970.87	34	3,800.00	9,658.31	5,858.31	254
710312 Special Dept Expense		25.00	25.00					
710334 Copy Machine Expense	4,387.20	4,482.32	95.12	102	4,387.20	5,184.13	796.93	118
710350 Office Supplies	4,500.00	3,181.91	1,318.09	71	3,500.00	3,958.25	458.25	113
710355 Books and Subscriptions	224.00	212.26	11.74	95	300.00	300.48	0.48	100
710360 Postage		2,664.86	2,664.86			2,957.66	2,957.66	
710361 Express and Courier	2,000.00	45.08	1,954.92	2	2,900.00	87.72	2,812.28	3
710500 Other Expense	1,000.00	5,554.70	4,554.70	555	1,000.00	1,098.23	98.23	110
710502 Printing	1,600.00	1,031.16	568.84	64	1,000.00	1,018.35	18.35	102
710503 Licenses & Permits		90.00	90.00			90.00	90.00	

Washo County Health District
 Air Quality Management
 Pds 1 - 11, FY 2009

Accounts	2009 Plan	2009 Actuals	Balance	Act%	2008 Plan	2008 Actual	Balance	Act%
710505 Rental Equipment	1,700.00	1,800.00	100.00-	106	1,700.00	1,800.00	100.00-	106
710508 Telephone Land Lines	12,600.00	6,971.69	5,628.31	55	20,000.00	10,420.06	9,579.94	52
710509 Seminars and Meetings	4,200.00	1,920.00	2,280.00	46	4,200.00	3,245.00	955.00	77
710512 Auto Expense	200.00	744.82	544.82-	372	200.00	170.27	29.73	85
710519 Cellular Phone	4,145.00	3,232.98	912.02	78	1,000.00	3,134.35	2,134.35-	313
710529 Dues	435.00	435.00		100	500.00	435.00	65.00	87
710535 Credit Card Fees		975.32	975.32-					
710546 Advertising	5,700.00	1,047.01	4,652.99	18	6,700.00	539.53	6,160.47	8
710577 Uniforms & Special Clothing	1,100.00		1,100.00		2,000.00	184.98	1,815.02	9
710600 LT Lease-Office Spaces	74,490.12	74,242.40	247.72	100	79,809.00	71,057.60	8,751.40	89
710721 Outpatient	1,316.00	991.38	324.62	75	1,600.00	1,316.12	283.88	82
711113 Equip. Srv Replace	24,384.00	31,860.87	7,476.87-	131	29,484.00	26,852.00	2,632.00	91
711114 Equip. Srv O & M	33,132.40	21,055.40	12,077.00	64	27,986.02	26,719.38	1,266.64	95
711115 Equip. Srv Motor Pool	275.00	250.00	25.00	91	350.00	275.00	75.00	79
711119 Prop & Liab Billings	5,780.00	5,298.37	481.63	92	4,338.00	5,302.00	964.00-	122
711210 Travel	38,964.00	8,567.09	30,396.91	22	28,600.00	9,891.04	18,708.96	35
711504 Equipment nonCapital	4,000.00	18,942.93	14,942.93-	474	5,327.05	46,833.25	41,506.20-	879
* Services and Supplies	501,703.89	302,082.84	199,621.05	60	409,478.35	291,160.46	118,317.89	71
781004 Equipment Capital	165,850.05	65,760.50	100,089.55	40	240,000.00	105,229.50	134,770.50	44
* Capital Outlay	165,850.05	65,760.50	100,089.55	40	240,000.00	105,229.50	134,770.50	44
** Expenses	2,612,136.17	1,978,830.87	633,305.30	76	2,565,252.47	2,133,413.21	431,839.26	83
*** Total	539,737.17	504,581.02	35,156.15	93	305,647.33	170,041.41	135,605.92	56

Accounts	2009 Plan	2009 Actuals	Balance	Act%	2008 Plan	2008 Actual	Balance	Act%
431100 Federal Grants	2,343,949.20-	1,532,919.02-	811,030.18-	65	2,314,316.05-	1,822,052.65-	492,263.40-	79
432100 State Grants	564,279.80-	580,320.56-	16,040.76	103	588,786.80-	577,923.79-	10,863.01-	98
* Intergovernmental	2,908,229.00-	2,113,239.58-	794,989.42-	73	2,903,102.85-	2,399,976.44-	503,126.41-	83
460162 Services to Other Agencies	86,494.00-	57,359.59-	29,134.41-	66	88,062.00-	59,598.58-	28,463.42-	68
460500 Other Immunizations	165,000.00-	103,900.98-	61,099.02-	63	165,000.00-	173,643.00-	8,643.00	105
460501 Medicaid Clinical Services	30,750.00-	39,971.82-	9,221.82	130	20,500.00-	48,496.78-	27,996.78	237
460503 Childhood Immunizations	190,000.00-	191,024.03-	1,024.03	101	190,000.00-	211,816.00-	21,816.00	111
460504 Maternal Child Health								
460505 Non Title X Revenue		5,330.93-	5,330.93			41.41-	41.41	
460508 Tuberculosis	8,000.00-	17,682.03-	9,682.03	221	8,000.00-	13,149.42-	5,149.42	164
460513 Other Health Service Charges								
460515 Medicare Reimbursement	250.00-	892.07-	642.07	357	8,000.00-	14,407.04-	6,407.04	180
460516 Pgm Inc-3rd Pity Rec	3,000.00-	12,672.64-	9,672.64	422	4,600.00-	8,982.00-	4,382.00	195
460517 Influenza Immunization	10,000.00-	13,247.00-	3,247.00	132	30,000.00-	29,495.00-	505.00-	98
460518 STD Fees	60,000.00-	36,759.26-	23,240.74-	61	50,000.00-	50,779.03-	779.03	102
460519 Outpatient Services	11,500.00-	8,119.00-	3,381.00-	71	11,000.00-	9,682.00-	1,318.00-	88
460524 Family Planning	100,000.00-	90,786.71-	9,213.29-	91	125,000.00-	132,119.52-	7,119.52	106
* Charges for Services	664,994.00-	577,746.06-	87,247.94-	87	700,162.00-	753,531.78-	53,369.78	108
484000 Donation, Contrl-Oper								
484195 Non-Govtl Grants								
485300 Other Misc Govtl Rev								
* Miscellaneous								
** Revenue								
701110 Base Salaries	3,573,223.00-	2,690,985.64-	882,237.36-	75	21,020.00-	36,960.07-	36,960.07	276
701120 Part Time	3,350,766.90	2,811,595.37	539,171.53	84	3,624,284.85-	57,980.07-	36,960.07	89
701130 Pooled Positions	986,243.97	663,366.18	302,877.79	69	3,808,943.86	3,266,185.88	542,757.98	86
701140 Holiday Work	37,818.00	40,458.01	2,640.01-	107	994,193.32	863,119.69	131,073.63	87
701150 Contractual Wages	17,302.73	110.68	110.68-		65,300.00	74,134.50	8,834.50-	114
701200 Incentive Longevity	53,890.00	31,453.48	17,302.73					
701300 Overtime	3,835.57	980.07	22,436.52	58	54,700.00	33,308.07	21,391.93	61
701412 Salary Adjustment	403,856.66-		403,856.66-	26	11,879.10	6,689.73	5,189.37	56
701413 Vac Payoff/Sick Pay-Term								
701417 Comp Time		89,427.11	89,427.11-					
701419 Comp Time - Transfer		10,384.80	10,384.80-					
701500 Merit Awards	162,541.00-		162,541.00-					
* Salaries and Wages	3,863,459.51	3,647,775.70	215,683.81	94	285,350.00-	4,279,566.98	285,350.00-	92
705110 Group Insurance	558,482.31	433,786.38	124,695.93	78	627,931.21	520,891.13	107,040.08	83
705210 Retirement	896,036.24	715,527.32	180,508.92	80	993,568.23	850,647.55	142,920.68	86
705230 Medicare April 1986	53,887.66	45,874.45	8,013.21	85	61,448.67	53,033.58	8,415.09	86
705320 Workmens Comp	30,000.00	27,499.78	2,500.22	92	29,670.00	26,214.00	3,456.00	88
705330 Unemploy Comp	4,875.00	4,875.00	4,875.00	100	4,730.00	5,170.00	440.00-	109
* Employee Benefits	1,543,281.21	1,227,562.93	315,718.28	80	1,717,348.11	1,455,956.26	261,391.85	85
710100 Professional Services	299,863.70	263,220.89	36,642.81	88	292,320.05	228,689.90	63,630.15	78
710105 Medical Services	13,350.00	11,274.50	2,075.50	84	13,500.00	10,369.00	3,131.00	77
710108 MD/Consultants	45,140.00	37,275.00	7,865.00	83	46,677.00	35,009.25	11,667.75	75
710119 Subrecipent Payments	304,994.00	252,548.50	52,445.50	83	303,716.49	241,427.93	62,288.56	79
710200 Service Contract	10,954.00	9,376.34	1,577.66	86	20,825.00	13,551.12	7,273.88	65
710205 Repairs and Maintenance	5,410.00	2,012.37	3,397.63	37	2,885.00	5,384.68	2,499.68-	187
710210 Software Maintenance		350.00	350.00-					

Accounts	2009 Plan	2009 Actuals	Balance	Act%	2008 Plan	2008 Actual	Balance	Act%
710300 Operating Supplies	86,391.00	74,750.78	11,640.22	87	75,093.18	68,481.26	6,611.92	91
710312 Special Dept Expense		125.00	125.00-					
710334 Copy Machine Expense	17,183.00	12,750.46	4,432.54	74	12,562.53	13,534.07	971.54-	108
710350 Office Supplies	16,679.00	16,660.98	18.02	100	18,225.76	17,321.42	904.34	95
710355 Books and Subscriptions	4,595.00	1,488.14	3,106.86	32	2,050.00	1,851.54	198.46	90
710360 Postage	4,350.00	7,139.73	2,789.73-	164	100.00	7,277.83	7,177.83-	7,278
710361 Express and Courier	3,650.00	251.23	3,398.77	7	5,285.76	246.80	5,038.96	5
710500 Other Expense	43,298.75	22,132.77	21,165.98	51	46,326.02	18,445.50	27,880.52	40
710502 Printing	16,784.00	4,716.65	12,067.35	28	19,104.00	6,143.46	12,960.54	32
710503 Licenses & Permits	4,780.00	2,894.20	1,885.80	61	5,330.00	2,010.00	3,320.00	38
710505 Rental Equipment	469.00		469.00		350.00		350.00	
710506 Dept Insurance Deductible								
710507 Network and Data Lines	455.00	2,890.92	2,435.92-	635	600.00	150.00	150.00-	
710508 Telephone Land Lines	24,270.00	15,147.61	9,122.39	62	25,090.00	18,088.42	2,083.39-	447
710509 Seminars and Meetings	34,897.00	26,900.50	7,996.50	77	12,380.00	11,828.00	7,001.58	72
710512 Auto Expense	20,542.00	10,656.74	9,885.26	52	9,895.00	11,026.50	552.00	96
710519 Cellular Phone	2,178.00	970.06	1,207.94	45	1,900.00	2,681.51	1,131.50-	111
710529 Dues	2,050.00	1,349.00	701.00	66	2,400.00	2,694.00	781.51-	141
710535 Credit Card Fees		4,044.37	4,044.37-					
710546 Advertising	29,092.00	32,308.53	3,216.53-	111	36,443.00	31,622.63	4,820.37	87
710577 Uniforms & Special Clothing	450.00		450.00		150.00		150.00	
710703 Biologicals	282,109.61	194,627.93	87,481.68	69	290,930.51	231,778.85	59,151.66	80
710714 Referral Services	8,700.00	3,885.00	4,815.00	45	17,190.00	6,520.00	10,670.00	38
710721 Outpatient	140,067.88	91,698.51	48,369.37	65	133,243.11	114,794.02	18,449.09	86
710872 Food Purchases	1,850.00	2,274.25	424.25-	123	1,500.00	1,059.09	440.91	71
711113 Equip Srv Replace	1,800.00	1,632.96	167.04	91	522.00	889.50	367.50-	170
711114 Equip Srv O & M	3,129.54	1,244.70	1,884.84	40	1,515.84	1,310.17	205.67	86
711115 Equip Srv Motor Pool	320.00	980.00	660.00-	306	50.00	625.00	575.00-	1,250
711119 Prop & Liab Billings	21,675.00	19,868.75	1,806.25	92	20,485.00	18,777.88	1,707.12	92
711210 Travel	54,991.00	16,527.34	38,463.66	30	36,061.47	24,127.85	11,933.62	67
711504 Equipment nonCapital	5,017.00	2,863.75	2,153.25	57	13,650.00	5,698.10	7,951.90	42
* Services and Supplies	1,511,485.48	1,148,838.46	362,647.02	76	1,468,356.72	1,156,172.82	312,183.90	79
** Expenses	6,918,226.20	6,024,177.09	894,049.11	87	7,835,371.11	6,891,696.06	943,675.05	88
* 465192 Surplus Equipment Sales		83.60-	83.60					
* Other Fin. Sources		83.60-	83.60					
** Other Financing Src/Use		83.60-	83.60					
*** Total	3,345,003.20	3,333,107.85	11,895.35	100	4,211,086.26	3,680,207.77	530,878.49	87

Accounts	2009 Plan	2009 Actuals	Balance	Act%	2008 Plan	2008 Actual	Balance	Act%
422503 Environmental Permits	125,000.00	102,353.39	22,646.61	82	125,000.00	148,206.85	23,206.85	119
422504 Pool Permits	100,000.00	117,559.00	17,559.00	118	84,000.00	111,392.00	27,392.00	133
422505 RV Permits	15,000.00	14,360.00	640.00	96	15,000.00	15,582.00	582.00	104
422506 Hotel Motel Permits		353.00	353.00					
422507 Food Service Permits	410,000.00	361,545.00	48,455.00	88	410,000.00	351,853.00	58,147.00	86
422508 Wat Well Const Perm	40,000.00	26,278.00	13,722.00	66	40,000.00	33,032.00	6,968.00	83
422509 Water Company Permits	25,000.00	8,226.00	16,774.00	33	28,000.00	18,537.00	9,463.00	66
422510 Air Pollution Permits						50.00	50.00	
422511 ISDS Permits	125,000.00	73,429.00	51,571.00	59	125,000.00	117,475.00	7,525.00	94
422513 Special Event Permits	80,000.00	77,926.00	2,074.00	97	80,000.00	78,617.00	1,383.00	98
422514 Initial Applic Fee		26,640.00	26,640.00					
* Licenses and Permits	920,000.00	808,669.39	111,330.61	88	907,000.00	874,644.85	32,355.15	96
431100 Federal Grants	277,000.00	190,829.07	86,170.93	69	257,000.00	182,266.92	74,733.08	71
432100 State Grants	75,250.00	57,000.00	18,250.00	76	75,000.00	56,500.00	18,500.00	75
432310 Tire Fee NRS 444A-090	415,000.00	354,911.70	60,088.30	86	415,000.00	440,825.53	25,825.53	106
* Intergovernmental	767,250.00	602,740.77	164,509.23	79	747,000.00	679,592.45	67,407.55	91
460162 Services to Other Agencies	109,365.10	14,929.03	94,436.07	14	109,734.38	100,122.69	9,611.69	91
460509 Water Quality		280.00	280.00		800.00	933.00	133.00	117
460510 IT Overlay	150,000.00	118,665.00	31,335.00	79	150,000.00	123,540.00	26,460.00	82
460513 Other Health Service Charges	14,000.00	6,750.00	7,250.00	48	14,000.00	12,359.00	1,641.00	88
460514 Food Service Certification	8,000.00	7,648.00	352.00	96	8,000.00	7,257.00	743.00	91
460520 Eng Serv Health	120,000.00	125,150.00	5,150.00	104	140,000.00	107,726.34	32,273.66	77
460521 Plan Review - Pools & Spas	3,000.00	4,474.00	1,474.00	149	3,000.00	13,336.05	10,336.05	445
460523 Plan Review - Food Services	40,000.00	27,444.72	12,555.28	69	40,000.00	45,810.82	5,810.82	115
460525 Plan Review - Vector	75,000.00	52,058.00	22,942.00	69	100,000.00	71,489.60	28,510.40	71
* Charges for Services	519,365.10	357,398.75	161,966.35	69	565,534.38	482,574.50	82,959.88	85
485300 Other Misc Govt Rev		100.00	100.00			1,625.26	1,625.26	
* Miscellaneous		100.00	100.00			1,625.26	1,625.26	
** Revenue	2,206,615.10	1,768,908.91	437,706.19	80	2,219,534.38	2,038,437.06	181,097.32	92
701110 Base Salaries	3,324,778.61	2,874,288.95	450,489.66	86	3,602,288.90	3,097,389.23	504,899.67	86
701130 Pooled Positions	125,737.00	60,398.00	65,339.00	48	113,671.19	64,081.64	49,589.55	56
701140 Holiday Work	1,500.00	1,175.92	324.08	78	1,500.00	606.10	893.90	40
701150 Contractual Wages		8,215.07	8,215.07			7,687.23	7,687.23	
701200 Incentive Longevity	53,900.00	24,389.24	29,510.76	45	57,850.00	27,897.41	29,952.59	48
701300 Overtime	55,000.00	21,575.30	33,424.70	39	55,000.00	29,580.91	25,419.09	54
701406 Standby Pay	35,000.00	29,798.75	5,201.25	85	40,000.00	36,303.75	3,696.25	91
701408 Call Back	5,000.00	3,319.00	1,681.00	66	10,000.00	2,687.87	7,312.13	27
701412 Salary Adjustment					7,848.83		7,848.83	
701413 Vac Payoff/Sick Pay Term		39,358.83	39,358.83			96,829.85	96,829.85	
701417 Comp Time		5,606.42	5,606.42			8,224.05	8,224.05	
701500 Merit Awards					189,150.00		189,150.00	
* Salaries and Wages	3,600,915.61	3,068,125.48	532,790.13	85	3,699,008.92	3,371,288.04	327,720.88	91
705110 Group Insurance	411,165.33	351,368.81	59,796.52	85	445,219.47	383,834.93	61,384.54	86
705210 Retirement	692,578.60	598,915.20	93,663.40	86	748,655.94	646,724.21	101,931.73	86
705230 Medicare April 1986	42,676.59	38,689.02	3,987.57	91	44,736.39	41,656.14	3,080.25	93
705320 Workmens Comp	20,800.00	18,993.20	1,806.80	91	17,940.00	15,704.00	2,236.00	88
705330 Unemply Comp	3,380.00	3,453.32	73.32	102	2,860.00	2,860.00		100
705360 Benefit Adjustment					1,722.82		1,722.82	
* Employee Benefits	1,170,600.52	1,011,419.55	159,180.97	86	1,261,134.62	1,090,779.28	170,355.34	86

Accounts	2009 Plan	2009 Actuals	Balance	Ac%	2008 Plan	2008 Actual	Balance	Ac%
710100 Professional Services	131,160.62	62,935.08	68,225.54	48	90,989.48	44,027.67	46,961.81	48
710105 Medical Services	150.00	1,752.00	1,602.00	1,168	500.00	82.00	418.00	16
710115 Prof Eng Services		1,208.31	1,208.31					
710200 Service Contract	104,700.00	63,291.61	41,408.39	60	102,200.00	46,373.47	55,826.53	45
710205 Repairs and Maintenance	1,100.00	843.22	256.78	77	1,100.00	1,706.49	606.49	155
710300 Operating Supplies	14,392.81	10,583.49	3,809.32	74	7,150.00	4,005.21	3,144.79	56
710302 Small Tools & Allow	2,950.00		2,950.00		2,950.00	1,732.52	1,217.48	59
710308 Animal Supplies	2,000.00	899.24	1,100.76	45	2,000.00	950.00	1,050.00	48
710310 Parts and Supplies						120.44	120.44	
710312 Special Dept Expense		25.00	25.00					
710319 Chemical Supplies	621,588.00	361,579.46	260,008.54	58	621,588.00	295,584.61	326,003.39	48
710325 Signs and Markers					150.00		150.00	
710334 Copy Machine Expense	4,550.00	731.37	3,818.63	16	4,909.53	1,064.91	150.00	22
710350 Office Supplies	9,075.00	8,100.02	974.98	89	9,018.57	6,527.12	3,844.62	72
710355 Books and Subscriptions	2,000.00	3,019.43	1,019.43	151	2,225.57	735.24	2,491.45	33
710360 Postage	1,250.00	6,616.43	5,366.43	529	750.00	6,953.91	1,490.33	927
710361 Express and Courier	7,100.00	180.98	6,919.02	3	6,900.00	128.25	6,203.91	2
710391 Fuel & Lube	100.00	123.60	23.60	124	100.00	46.06	53.94	46
710500 Other Expense	3,400.00	10,038.54	6,638.54	295	3,400.00	4,020.26	620.26	118
710502 Printing	4,060.00	2,756.46	1,303.54	68	4,560.00	4,186.55	373.45	92
710503 Licenses & Permits	3,135.00	2,180.00	955.00	70	3,135.00	100.00	3,035.00	3
710505 Rental Equipment	8,000.00		8,000.00		8,000.00		8,000.00	
710506 Dept Insurance Deductible		263.74	263.74			611.57	611.57	
710507 Network and Data Lines		3,288.64	3,288.64					
710508 Telephone Land Lines	22,845.00	9,084.70	13,760.30	40	24,920.00	9,156.32	15,763.68	37
710509 Seminars and Meetings	15,850.00	4,640.00	11,210.00	29	12,430.47	6,132.00	6,298.47	49
710512 Auto Expense	350.00	55.56	294.44	16	550.00	66.45	483.55	12
710519 Cellular Phone	16,813.00	7,285.52	9,527.48	43	2,000.00	13,401.01	11,401.01	670
710529 Dues	1,800.00	1,334.00	466.00	74	2,700.00	3,656.00	956.00	135
710535 Credit Card Fees		3,934.06	3,934.06					
710546 Advertising	30,500.00	701.49	29,798.51	2	16,500.00	1,339.01	15,160.99	8
710577 Uniforms & Special Clothing	1,950.00		1,950.00		1,700.00	54.95	1,645.05	3
710600 LT Lease-Office Space	40,636.89	39,738.09	898.80	98	39,284.00	39,359.38	75.38	100
710721 Outpatient	4,922.00	4,635.50	286.50	94	4,922.00	3,024.00	1,898.00	61
711113 Equip Srv/Replace	78,780.00	84,483.72	5,703.72	107	107,992.29	106,446.50	1,545.79	99
711114 Equip Srv O & M	123,072.96	62,696.30	60,376.66	51	90,820.91	79,190.39	11,630.52	87
711115 Equip Srv/Motor Pool	18,500.00	3,242.50	15,257.50	18	18,500.00	12,027.50	6,472.50	65
711119 Prop & Liab Billings	15,028.00	13,775.63	1,252.37	92	12,532.00	11,487.63	1,044.37	92
711210 Travel	44,136.62	8,695.98	35,440.64	20	27,161.83	16,191.50	10,970.33	60
711504 Equipment nonCapital	36,202.42	2,545.47	33,656.95	7	35,078.61	5,519.67	29,558.94	16
711507 Vehicles nonCapital						2,142.00	2,142.00	
* Services and Supplies	1,372,098.32	787,265.14	584,833.18	57	1,268,718.26	728,150.59	540,567.67	57
* Capital Outlay					32,000.00		32,000.00	
** Expenses	6,143,614.45	4,866,810.17	1,276,804.28	79	32,000.00		32,000.00	
** 621001 Transfer From General	350,000.00	79,428.02	270,571.98	23	6,260,861.80	5,190,217.91	1,070,643.89	83
** Other Financing Srv/Use	350,000.00	79,428.02	270,571.98	23	350,000.00		350,000.00	
*** Total	3,586,999.35	3,018,473.24	568,526.11	84	3,691,327.42	3,151,780.85	539,546.57	85

Washo County Health District
 Epidemiology and Public Health Preparedness
 Pds 1 - 11, FY 2009

Accounts	2009 Plan	2009 Actuals	Balance	Act%	2008 Plan	2008 Actual	Balance	Act%
431100 Federal Grants	1,738,397.25	1,026,936.52	711,460.73	59	1,779,621.51	1,085,720.91	693,900.60	61
431105 Federal Grants - Indirect		11,320.41	11,320.41		11,064.00	15,000.88	3,936.88	136
* Intergovernmental	1,738,397.25	1,038,256.93	700,140.32	60	1,790,685.51	1,100,721.79	689,963.72	61
460511 Birth and Death Certificates	230,000.00	200,737.20	29,262.80	87	230,000.00	224,108.25	5,891.75	97
* Charges for Services	230,000.00	200,737.20	29,262.80	87	230,000.00	224,108.25	5,891.75	97
485300 Other Misc Govt Rev					312.00	312.00	312.00	
* Miscellaneous					312.00	312.00	312.00	
** Revenue								
701110 Base Salaries	1,968,397.25	1,238,994.13	729,403.12	63	2,020,685.51	1,324,518.04	696,167.47	66
701120 Part Time	1,128,945.85	890,423.89	238,521.96	79	1,183,802.70	921,011.17	262,791.53	78
701150 Contractual Wages	54,341.12	49,287.74	5,053.38	91	51,932.72	50,349.07	1,583.65	97
701200 Incentive Longevity	17,037.14	19,259.58	2,222.44	113	22,167.00	16,580.16	5,586.84	75
701300 Overtime	7,910.50	2,896.09	5,014.41	37	5,450.00	1,927.94	3,522.06	35
701412 Salary Adjustment	2,000.00	6,275.91	4,275.91	314	4,024.00	2,679.03	1,344.97	67
701413 Vac Payoff/Sick Pay-Team	26,900.35		26,900.35		8,681.78		8,681.78	
701419 Comp Time - Transfer		428.93	428.93			2,868.34	2,868.34	
701500 Merit Awards						3.19	3.19	
* Salaries and Wages	1,237,134.96	968,572.14	268,562.82	78	53,300.00	995,418.90	53,300.00	83
705110 Group Insurance	135,468.26	96,822.60	38,645.66	71	1,205,394.64	106,999.33	209,975.74	98
705210 Retirement	244,226.49	190,148.05	54,078.44	78	247,585.88	195,025.68	52,560.20	79
705230 Medicare April 1986	16,553.27	12,845.43	3,707.84	78	21,516.83	13,181.36	8,335.47	61
705320 Workmens Comp	8,000.00	6,966.63	1,033.37	87	4,485.00	3,350.00	1,135.00	75
705330 Unemply Comp	1,300.00	1,235.00	65.00	95	715.00	715.00		100
705360 Benefit Adjustment					2,973.00		2,973.00	
* Employee Benefits	405,548.02	308,017.71	97,530.31	76	386,565.65	319,271.37	67,314.28	83
710100 Professional Services	345,042.21	172,425.63	172,616.58	50	466,144.00	199,004.73	267,139.27	43
710105 Medical Services	200.00		200.00			28.00	28.00	
710108 MD Consultants	12,000.00	8,000.00	4,000.00	67	12,000.00	7,000.00	5,000.00	58
710200 Service Contract	600.00	851.78	251.78	142	600.00	310.10	289.90	52
710205 Repairs and Maintenance	1,233.00	299.75	933.25	24	2,233.00	84.00	2,149.00	4
710210 Software Maintenance		9,000.00	9,000.00			8,100.00	8,100.00	
710300 Operating Supplies	40,272.85	31,112.65	9,160.20	77	25,622.57	19,096.53	6,526.04	75
710334 Copy Machine Expense	3,362.98	2,135.63	1,227.35	64	4,619.00	2,134.74	2,484.26	46
710350 Office Supplies	10,279.55	11,671.77	1,392.22	114	23,825.10	9,597.14	14,227.96	40
710355 Books and Subscriptions	1,799.50	1,549.53	249.97	86	2,166.00	1,792.00	374.00	83
710360 Postage	1,351.57	2,595.27	1,243.70	192	1,119.00	3,166.13	2,047.13	283
710361 Express and Courier	3,700.00	3,791.60	3,700.00		4,620.00	4,620.00	4,620.00	
710500 Other Expense	3,620.00	3,972.94	2,056.54	105	10,099.00	2,132.04	7,966.96	21
710502 Printing	6,029.48	446.91	446.91	66	8,142.00	8,614.24	472.24	106
710507 Network and Data Lines	2,680.48	4,757.69	2,077.21	177	8,622.00	5,195.52	3,426.48	60
710508 Telephone Land Lines	6,249.00	2,710.00	3,539.00	43	11,541.88	4,775.00	6,766.88	41
710509 Seminars and Meetings	1,003.18	730.62	272.56	73	3,713.00	850.59	2,862.41	23
710512 Auto Expense	686.00	1,604.61	918.61	234	240.00	1,286.05	1,046.05	536
710519 Cellular Phone	40.00	590.00	550.00	1,475	2,115.00	560.00	1,535.00	27
710529 Dues	334.52	1,000.00	665.48	299	24,927.00	5,940.00	24,927.00	100
710546 Advertising	5,940.00	2,971.00	2,969.00	50	5,940.00	5,940.00	5,940.00	100
710620 LT Lease-Equipment	4,900.00	150.94	4,749.06	3	8,900.00	34.95	8,865.05	0
710703 Biologicals	3,000.00	3,384.99	384.99	113	3,000.00	2,760.00	240.00	92
710721 Outpatient								

Washo County Health District
 Epidemiology and Public Health Preparedness
 Pds 1 - 11, FY 2009

Accounts	2009 Plan	2009 Actuals	Balance	Act%	2008 Plan	2008 Actual	Balance	Act%
711114 Equip Srv O & M	100.00	470.38	470.38	100	200.00	247.50	47.50	124
711115 Equip Srv Motor Pool	5,491.00	100.00		92	3,133.00	2,871.88	261.12	92
711119 Prop & Liab Billings	31,922.60	5,033.49	457.51	37	24,028.00	11,677.25	12,350.75	49
711210 Travel	36,259.61	11,889.11	20,033.49	101	53,888.10	59,527.04	5,638.94	110
* 711504 Equipment nonCapital	528,097.53	36,606.90	347.29	61	711,437.65	357,203.37	354,234.28	50
* Services and Supplies	295,545.00	319,853.19	208,244.34	28	170,193.10	39,286.10	130,907.00	23
* 781004 Equipment Capital	295,545.00	83,688.59	211,856.41	28	170,193.10	39,286.10	130,907.00	23
** Capital Outlay	2,466,325.51	1,680,131.63	786,193.88	68	2,473,611.04	1,711,179.74	762,431.30	69
*** Total	497,928.26	441,137.50	56,790.76	89	452,925.53	386,661.70	66,263.83	85



DISTRICT HEALTH DEPARTMENT

June 15, 2009

TO: District Board of Health

FROM: Jennifer Stoll-Hadayia, MPA, Chair
Washoe County Health District (WCHD) Legislative Team

THROUGH: Mary-Ann Brown, RN, MSN, Division Director

SUBJECT: Update on 2009 State Legislative Session Activities

SUMMARY

On December 18, 2008, the Board approved the priorities, process, and roles for 2009 State Legislative Session activities by the Washoe County Health District (WCHD) and its staff. Per the approved protocol, a written bill status update and an oral presentation of legislative activity is to be provided at Board meetings on a monthly basis as a discussion or action item, as needed. Below is the update for June 25, 2009.

BILL STATUS UPDATE- GOVERNMENT AFFAIRS REQUESTS

The Legislative Session began on February 2, 2009 and adjourned on June 1, 2009. During that time, staff received requests for evaluation and/or fiscal notes from Washoe County Government Affairs on the following bills. A staff-recommended position on each bill is noted. This list is also *inclusive* of legislation that failed to meet session deadlines.

- **AB16.** Provides for the disclosure of certain information to an emergency response employee concerning possible exposure to an infectious disease. (BDR 40-600) *Oppose Enrolled*
- **AB112.** Establishes provisions relating to public health emergencies. (BDR 40-214) *Oppose, Unless Amended Enrolled*
- **AB200.** Extends limited immunity from civil liability to certain medical providers who render gratuitous care under certain circumstances. (BDR 3-469) *Support Failed*
- **AB249.** Revises provisions governing the abatement of certain nuisances. (BDR 40-1043) *Support Enrolled*
- **AB312.** Revises provisions related to a special volunteer medical license. (BDR 54-470) *Support Failed*
- **AB347.** Makes various changes concerning foreign nationals. (BDR 3-136) *Neutral Failed*
- **AB349.** Revises provisions governing certain emergency medical technicians. (BDR 40-1022) *Support Enrolled*

- **AB396.** Reforms vehicle registration process; allows for vehicle emissions tests to be required only once every two years. (BDR 43-956) *Oppose Failed*
- **AB398.** Limits disclosure of certain records of a health authority. (BDR 40-1044) *Support Failed*
- **AB414.** Makes various changes to the requirements for emissions inspections of certain vehicles. (BDR 40-821) *Support Enrolled*
- **AB426.** Requires the Division of Environmental Protection of the State Department of Conservation and Natural Resources to conduct a study concerning programs for reusing and recycling computers and other electronics. (BDRS-466) *Neutral Enrolled*
- **AB432.** Revises provisions governing alcoholic beverage awareness programs. (BDR 32-526) *Neutral Enrolled*
- **AB466.** Revises provisions relating to franchise agreements in certain counties. (BDR 20-775) *Neutral Failed*
- **SB21.** Revises provisions governing the sale or offer for sale of certain food, drugs and other commodities after the date of expiration for those products has passed. (BDR 51-260) *Neutral Failed*
- **SB32.** Makes various changes to the Open Meeting Law. (BDR 19-459) *Neutral Failed*
- **SB54.** Revises the qualifications of the State Health Officer. (BDR 40-336) *Oppose Enrolled*
- **SB126.** Requires local governments to allow the reuse of graywater in single-family residences. (BDR 48-394) *Neutral Failed*
- **SB137.** Provides for the placement of recycling containers in certain locations. (BDR 40-741) *Support Enrolled*
- **SB186.** Provides for the issuance of permits for the operation of motor vehicle tire recycling centers. (BDR 40-739) *Neutral Enrolled*
- **SB231.** Makes various changes concerning food establishments connected with a child care facility. (BDR 40-975) *Neutral Enrolled*
- **SB233.** Provides for the free immunization of certain children against certain diseases within limits of available money. (BDR 40-105) *Oppose, Unless Amended Failed*
- **SB278.** Requiring the Legislative Committee on Health Care to study certain issues concerning the provision of public health. (BDRS-1061) *Support, If Amended Enrolled*
- **SB279.** Makes changes to public records requirements. (BDR 19-82) *Neutral Failed*
- **SB381.** Revises provisions governing the immunization of children against certain diseases. (BDR 38-809) *Support Failed*
- **SB397.** Establishes provisions relating to the use of certain plastic bags. (BDR 52-1143) *Neutral Failed*

Total: 25
Total Enrolled: 12
Total Failed: 13

- **Fiscal notes:** BDR 136 (now AB347), BDR 214 (now AB112), BDR 466 (now AB426), BDR 739 (now SB186), BDR 809 (now SB381), BDR 1068, and BDR 1143 (now SB397).

BILL STATUS UPDATE- STAFF TRACKING

Staff also monitored additional bills that had relevance to Board-approved Departmental and Divisional legislative priorities. Again, a staff-recommended position on each bill is noted. This list is also *inclusive* of legislation that failed to meet session deadlines.

- **AB97.** Requires the establishment of procedures for transferring governmental functions between and among local governments and state agencies. (BDR 31-487) *Neutral Enrolled*
- **AB107.** Creates the Advisory Committee for the Prevention and Treatment of Stroke within the Health Division of the Department of Health and Human Services. (BDR 40-208) *Support Enrolled*
- **AB145.** Requires school districts to grant the use of certain athletic fields to nonprofit organizations which provide programs for youth sports. (BDR 34-815) *Support Failed*
- **AB191.** Removes the prospective expiration of a provision requiring certain examinations of the height and weight of pupils. (BDR S-827) *Support Enrolled*
- **AB206.** Revises provisions relating to public health. (BDR 40-858) *Support Enrolled*
- **AB213.** Requires the establishment of the Cancer Drug Donation Program. (BDR 40-39) *Neutral Enrolled*
- **AB219.** Enacts provisions governing certain blood tests for children. (BDR 40-682) *Support Enrolled*
- **AB229.** Enacts provisions governing fire-safe cigarettes. (BDR 42-568) *Neutral Enrolled*
- **AB255.** Increases the tax on tobacco products and provides for use of the additional tax proceeds to expand certain health care delivery programs. (BDR 32-812) *Support Failed*
- **AB266.** Prohibits the sale of novelty lighters. (BDR 52-569) *Neutral Enrolled*
- **AB285.** Requires a certain amount of time each school day for physical activity in elementary schools and revises provisions governing the use of school property. (BDR 34-853). *Support Failed*
- **AB309.** Revises provisions relating to the crime of stalking. (BDR 15-994) *Oppose As Amended Enrolled*
- **AB332.** Revises provisions governing immunity from liability for donating, receiving or distributing certain grocery products or food. (BDR 3-1017) *No Position Enrolled*
- **AB353.** Makes various changes concerning certain crimes related to property. (BDR 15-514) *Support Enrolled*
- **AB479.** Revises the rate of taxation on moist snuff. (BDR 32-837) *Oppose Failed*
- **AB544.** Revises provisions governing the State Plan for Medicaid. (BDR 38-1266) *Support Failed*
- **AJR14.** Resolution supporting US EPA to grant California a waiver to set vehicle standards for greenhouse gases. (BDR R-5) *Support Failed*
- **SB7.** Makes various changes to the Advisory Council on the State Program for Fitness and Wellness. (BDR 40-23) *Neutral Enrolled*
- **SB17.** Revises provisions governing health care records. (BDR 54-607) *Neutral Enrolled*
- **SB48.** Repeals certain requirements regarding the delivery of cigarettes sold to consumers. (BDR 32-270) *Neutral Enrolled*
- **SB60.** Revises provisions governing buildings, motor vehicles and other property that has been used in crimes involving methamphetamine or certain other substances. (BDR 40-542) *Support Enrolled*
- **SB72.** Authorizes a registered pharmacist to perform certain screening tests. (BDR 54-376) *Neutral Enrolled*
- **SB159.** Requires the establishment of the Cancer Drug Donation Program. (BDR 40-14) *Neutral Failed*
- **SB220.** Provides for the establishment of the Chronic Obstructive Pulmonary Disease Program. (BDR 40-1135) *Neutral Enrolled*

- **SB304.** Revises provisions relating to tests for certain communicable diseases. (BDR 40-844) *Support Enrolled*
- **SB305.** Makes various changes concerning a prescription for the sexual partner of a person diagnosed with a sexually transmitted disease. (BDR 40-845) *Support Failed*
- **SB311.** Requires the fluoridation of water provided by certain public water systems and water authorities in certain counties. (BDR 40-924) *Neutral Failed*
- **SB332.** Revises provisions governing vehicles owned or operated by governmental entities. (BDR 43-1147) *Oppose Enrolled*
- **SB340.** Revises provisions governing the allocation of certain money from the Fund for a Healthy Nevada. (BDR 40-1133) *Support Enrolled*
- **SB372.** Revises the Nevada Clean Indoor Air Act. (BDR 15-1099) *Oppose Failed*
- **SB383.** Requires certain warnings regarding the use of certain tobacco products. (BDR 40-1104) *Support Failed*
- **SB395.** Makes various changes regarding renewable energy and energy efficiency and alters the composition of the Commission on Economic Development. (BDR 58-1219) *Support Enrolled*
- **SB430.** Transfers money from the Trust Fund for Public Health and the Fund for a Healthy Nevada to the State General Fund. (BDR S-1214). *Neutral Enrolled*
- **SCR12.** Urges the promotion of physical fitness in the schools. (BDR R-697) *Neutral Enrolled*

Total: 34
Total Enrolled: 23
Total Failed: 11

TESTIMONY UPDATE

Staff provided written and verbal testimony on legislation of high priority to the Department. Per County process, Washoe County Government Affairs was notified of staff activity at the Legislature as well as provided copies of any written testimony. Testimony occurred on the following bills with type, position, and location indicated:

- **AB16.** Provides for the disclosure of certain information to an emergency response employee concerning possible exposure to an infectious disease. (BDR 40-600). *Oppose (Written testimony; Assembly Health & Human Services) Enrolled*
- **AB107.** Creates the Advisory Committee for the Prevention and Treatment of Stroke within the Health Division of the Department of Health and Human Services. (BDR 40-208). *Support (Verbal and written testimony; Assembly Health & Human Services) Enrolled*
- **AB145.** Requires school districts to grant the use of certain athletic fields to nonprofit organizations which provide programs for youth sports. (BDR 34-815) *Support (Verbal testimony; Assembly Health & Human Services) Failed*
- **AB191.** Removes the prospective expiration of a provision requiring certain examinations of the height and weight of pupils. (BDR S-827) *Support (Verbal and written testimony; Assembly Health & Human Services; Senate Health & Education) Enrolled*
- **AB255.** Increases the tax on tobacco products and provides for use of the additional tax proceeds to expand certain health care delivery programs. (BDR 32-812) *Support (Verbal and written testimony; Assembly Taxation) Failed*

- **AB285.** Requires a certain amount of time each school day for physical activity in elementary schools and revises provisions governing the use of school property. (BDR 34-853). *Support (Verbal and written testimony; Assembly Health & Human Services; Senate Health & Education)* **Failed**
- **AB479.** Revises the rate of taxation on moist snuff. (BDR 32-837) *Oppose (Verbal and written testimony; Assembly Taxation)* **Failed**
- **AB544.** Revises provisions governing the State Plan for Medicaid. (BDR 38-1266) *Support (Verbal testimony; Assembly Ways & Means)* **Failed**
- **SB60.** Revises provisions governing buildings, motor vehicles and other property that has been used in crimes involving methamphetamine or certain other substances. (BDR 40-542) *Support (Verbal testimony; Assembly Health & Human Services)* **Enrolled**
- **SB304.** Revises provisions relating to tests for certain communicable diseases. (BDR 40-844) *Position: Support (Verbal and written testimony; Senate Health & Education; Assembly Health & Human Services)* **Enrolled**
- **SB305.** Makes various changes concerning a prescription for the sexual partner of a person diagnosed with a sexually transmitted disease. (BDR 40-845) *Support (Verbal and written testimony; Senate Health & Education; Assembly Health & Human Services)* **Failed**
- **SB372.** Revises the Nevada Clean Indoor Air Act. (BDR 15-1099) *Oppose (Verbal and written testimony; Senate Judiciary; Assembly Judiciary)* **Failed**
- **SB340.** Revises provisions governing the allocation of certain money from the Fund for a Healthy Nevada. (BDR 40-1133) *Support (Verbal and written testimony; Senate Health & Education; Assembly Health & Human Services)* **Enrolled**

Total: 13
Total Enrolled: 6
Total Failed: 7

ATTACHMENTS

- Bill Tracking – 2009 State Legislative Session

POSSIBLE MOTION

Should the Board concur with the staff report, a possible motion would be: “move to approve the June WCHD Legislative Team report.”

**Washoe County Health District
Bill Tracking – 2009 State Legislative Session**

Introduction

The Washoe County Health District's 2009 legislative bill tracking document contains: (1) legislation with impact to the District and/or its Divisions with emphasis on adopted legislative priorities for the session and (2) legislation sent by Washoe County Government Affairs for policy and/or fiscal impact analysis.

Key to Document Fields

- **Bill #** = Number assigned to the bill [SB = Senate Bill; AB = Assembly Bill; An "R" = Resolution; A "C" = Concurrent action in both houses]; a live link to the bill language should be included
- * = Indicates request for evaluation by Washoe County Government Affairs
- **Sponsor** = Full name of the primary individual or organization sponsoring the bill
- **Status** = Current location of the bill in terms of a particular House and committee; this can also reference bill filing status (e.g., pre-filed, enrolled, failed, etc.)
- **Summary** = Bill title as written
- **Analysis** = A succinct statement of the bill's impact to the Health District and/or community; if extensive explanation or background is needed, talking-points and/or a position statement should be drafted
- **Recommendations** = One "priority," "action," "position," option for "ordinance and policy impact," and option for "fiscal impact" should be included per below:

Priority = Indicate if bill is a High or Low priority for the Health District

Action

- **Monitor** = Interested in outcome of the bill only
- **Track** = Interested in all stages of the bill; dependent upon changes, may elevate to Needs Attention
- **Needs Attention** = Proactive response to bill required (e.g., position paper/talking-points, testimony, communication with law-maker, etc.)
 - If Needs Attention is indicated, then also:
 - **Testify** = Yes or No
 - If Yes = include name of individual who will provide testimony if requested (in parenthesis)
 - If Yes = include type of testimony to be provided (written, verbal, both) (in parenthesis)

Position

- **Support, As Is** = Support bill as currently written
- **Support, If Amended** = Support, if specific changes to the bill are made; recommended changes should be included in the "Analysis" section
- **Oppose** = Oppose bill as written and no suggestions for improvement can be made
- **Comment Only** = A neutral position on the bill, i.e., bill is neither supported nor opposed as written
- **County Ordinance & Policy Impact** (Note: if Yes to either, impact should be explained in the Analysis section)
 - Change to County Ordinance = Yes, No, Uncertain
 - Change to County Policies and Procedures = Yes, No, Uncertain
- **Fiscal Impact**
 - Yes = Bill has fiscal impact to the Health District, either positively or negatively; if Yes, fiscal impact should be explained in the Analysis section
 - No = Bill has no fiscal impact to the Health District

- Staff = Staff lobbyist and/or subject matter expert assigned to the bill

For More Information

Jennifer Stoll Hadayia, CCHS, 328-3645, jhadayia@washoecounty.us

**Washoe County Health District
Bill Tracking – 2009 State Legislative Session**

Administrative Health Services, Epidemiology and Public Health Preparedness Division, and Office of the District Health Officer

Bill #	Sponsor	Status	Summary	Analysis	Recommendations/Staff
<u>*AB16</u>	Commerce and Labor	Approved by the Governor. Chapter 230.	Provides for the disclosure of certain information to an emergency response employee concerning possible exposure to an infectious disease. (BDR 40-600)	<p><u>Evaluation:</u> This bill extends existing requirements relating to proactively informing emergency response personnel of their potential exposure to blood-borne pathogens. This bill would add airborne infections.</p> <p>The impact of this bill on the Health District would be an unnecessary increase in workload for the District Health Officer and/or Communicable Disease Program staff. Because the bill requires the employers of emergency response personnel to designate a position to carry out some of the provisions, it could also increase the cost of providing emergency response.</p>	<ul style="list-style-type: none"> • Priority: High • Needs Attention • Testify: Yes (R. Todd) (Type: <u>written</u>) • Oppose • Ordinance: No • Policy: No • Fiscal Impact : Yes (R. Todd)
<u>AB97</u>	Government Affairs (on behalf of NVCM)	Approved by the Governor. Chapter 117.	Requires the establishment of procedures for transferring governmental functions between and among local governments and state agencies. (BDR 31-487)	<p><u>Evaluation:</u> This bill requires the development of regulations to transfer responsibilities between state and local governments (and the reverse), and between local governments. The only stated provision is that there must be 90 days notice of transfer of duties.</p> <p>The impact on the Health District is unknown at this time as transferable responsibilities are not defined. The committee's recommended regulations will need to be closely monitored for the potential for unfunded mandates.</p> <p><u>Fiscal impact:</u> The fiscal impact to the Health District is unknown at this time.</p>	<ul style="list-style-type: none"> • Priority: Low • Track • Testify: No • Comment Only • Ordinance: No • Policy: No • Fiscal Impact: No (E. Dixon)
<u>*AB112</u>	Health and Human Services	Approved by the Governor. Chapter 98.	Establishes provisions relating to the coordinated response to public health emergencies and other health events. (BDR 40-214)	<p><u>Evaluation:</u> This bill appears to be in response to the hepatitis C outbreak associated with improper infection control practices at an endoscopy center in Las Vegas. However, the language of the bill could be applied more</p>	<ul style="list-style-type: none"> • Priority: High • Needs Attention • Testify: Yes (R. Todd) • Oppose, Unless Amended

**Washoe County Health District
Bill Tracking – 2009 State Legislative Session**

			<p>broadly. As such, it has several weaknesses:</p> <ul style="list-style-type: none"> • <i>It does not include a definition of "immediate threat to health and safety of the public."</i> Local boards of health do not identify health threats and only meet monthly, which would make determining and then reporting a health threat to the Governor challenging. • <i>It does not include a definition of "public health emergency."</i> Without a working definition, it would be difficult for the Governor to make a determination. • <i>It lacks detail on the makeup of the committee.</i> The bill does not include any requirement for specific training and experience in the field of epidemiology. <p>Inclusion of the State Health Officer and District Health Officers may or may not address this concern. Membership should include the State Epidemiologist.</p> <ul style="list-style-type: none"> • <i>It preempts the local Public Health Authority.</i> This may or may not be an issue depending on whether the definitional issues above are addressed. However, there would be nothing gained by declaring a "Public Health Emergency" that, in turn, is micromanaged by a statewide committee. It would be public health malpractice to wait for a declaration by a committee before immediate action is taken at the local level. <p>Fiscal Impact: The District Health Officer would be a member of the committee established by this bill, and the County would be required to provide paid administrative leave for attendance. The number of such meetings is not specified. Additional Health District staff could be tapped to serve on subcommittees as well. It is likely this involvement would take place as a part of current Health District responsibilities whether or not this bill were in place. The bill does contain provisions to cover</p>	<ul style="list-style-type: none"> • Ordinance: No • Policy: No • Fiscal Impact : Yes (R. Todd)
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**Washoe County Health District
Bill Tracking – 2009 State Legislative Session**

<p><u>AB206</u></p>	<p>Health and Human Services</p>	<p>Approved by the Governor. Chapter 153.</p>	<p>Revises provisions relating to public health. (BDR 40-858)</p>	<p>transportation and per diem costs as provided to state officers and employees generally. Additional expenses may be incurred if a District Board of Health meeting must be convened to determine a public health emergency.</p> <p>For additional analysis, see attachments: <u>AB112 Evaluation</u>, <u>AB112 Fiscal Impact</u></p> <p><u>Evaluation:</u> Sections 1 to 10 relate primarily to sentinel event reporting requirements of medical facilities to the Nevada State Health Division.</p> <p>Sections 11 to 19 amend NRS 441A covering communicable disease investigation by health authorities. The key changes are as follows:</p> <ul style="list-style-type: none"> • Adds a definition of infectious disease. This is important as it is a more inclusive term than communicable disease. • Adds authority to investigate events other than infectious disease if the event significantly impairs the health, safety, or welfare of the public. • Gives health authorities the power to issue a subpoena for release of information relevant to an investigation. • Gives health authorities the power to levy a fee on a healthcare provider or medical facility to cover a proportionate share of investigation costs. • Compels public agencies, law enforcement agencies, and political subdivisions to provide information that is relevant to an investigation to a health authority. • Gives health authorities the power to issue cease and desist orders to healthcare providers and medical facilities. <p>These provisions, if enacted, would improve the ability of health authorities to investigate and control infectious disease within their jurisdictions.</p>	<p>Priority: High</p> <ul style="list-style-type: none"> • Monitor • Testify: Yes (R. Todd, M. Anderson) (Type: verbal, written; depending on amendments) • Support, As Is • Ordinance: No • Policy: No • Fiscal Impact : No (R. Todd) 	<p>The remaining sections of the bill would not</p>
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**Washoe County Health District
Bill Tracking – 2009 State Legislative Session**

<p>*AB349</p> <p>Parnell, Leslie, McClain (primaries)</p>	<p>Approved by the Governor. Chapter 341.</p>	<p>Revises provisions governing certain emergency medical technicians. (BDR 40-1022)</p>	<p>directly impact the Health District.</p> <p>This bill allows for certain emergency medical technicians to be able to administer immunizations or medications in an emergency or to otherwise satisfy public health needs, such as a public health preparedness exercise.</p>	<ul style="list-style-type: none"> • Priority: Low • Track • Testify: No • Support, As Is • Ordinance: No • Policy: No • Fiscal Impact : No <p>(S. Kutz)</p>
<p>*SB54</p> <p>Health and Education</p>	<p>Approved by the Governor. Chapter 456.</p>	<p>Revises the qualifications of the State Health Officer. (BDR 40-336)</p>	<p><u>Evaluation:</u> This bill allows for an alternate, unlicensed pathway for a "physician or administrative physician" to be appointed as the State Health Officer. This downgrade of the requirements for the State Health Officer position has the potential to weaken the visibility and priority that is placed on public health in the State of Nevada.</p>	<ul style="list-style-type: none"> • Priority: High • Needs Attention • Testify: Yes (M. Anderson) • Oppose (amendment proposed) • Ordinance: No • Policy: No • Fiscal Impact : No <p>(M. Anderson)</p>
<p>*SB278</p> <p>McGuinness</p>	<p>Approved by the Governor. Chapter 267.</p>	<p>Requiring the Legislative Committee on Health Care to study certain issues concerning the provision of public health. (BDRS-1061)</p>	<p><u>Evaluation:</u> This bill enables rural and frontier counties to establish consolidated health districts to provide health and social services, including substance abuse and mental health treatment. It also allows newly-formed health districts to levy taxes.</p> <p>Inclusion of substance abuse and mental health services may inappropriately expand the scope of a public health district. Therefore, an amendment is pending before law-makers that would refer this issue to a study by the Interim Committee on Health Care.</p>	<ul style="list-style-type: none"> • Priority: Low • Track • Testify: No • Support, If Amended • Ordinance: No • Policy: No • Fiscal Impact : No <p>(M. Anderson)</p>

Air Quality Management Division

Bill #	Sponsor	Status	Summary	Analysis	Recommendations/Staff
<p>*AB414</p>	<p>Claborn</p>	<p>Approved by the Governor. Chapter 309.</p>	<p>Makes various changes to the requirements for emissions inspections of certain vehicles. (BDR 40-821)</p>	<p>Allows for electronic submission of emission control data and other minor program modifications. Maintains fees collected by the DMV, and therefore should be revenue neutral to the Pollution Control Fund and the Health District.</p>	<ul style="list-style-type: none"> • Priority: Low • Monitor • Testify: No • Support, As Is • Ordinance: No • Policy: No

**Washoe County Health District
Bill Tracking -- 2009 State Legislative Session**

<u>SB332</u>	Committee on Energy, Infrastructure & Transportation	Approved by the Governor. Chapter 464.	Revises provisions governing the use of alternative fuels and clean vehicles. (BDR 43-1147)	Changes the parameters for the required use of alternative fuels in government fleets.	<ul style="list-style-type: none"> • Fiscal Impact : No (A. Goodrich) • Priority: Low • Monitor • Support, As Is • Ordinance: Uncertain • Policy: Uncertain • Fiscal Impact : Yes (A. Goodrich)
<u>SB395</u>	Committee on Energy, Infrastructure & Transportation (on behalf of the Governor)	Approved by the Governor. Chapter 480.	Makes various changes regarding renewable energy and energy efficiency and alters the composition of the Commission on Economic Development. (BDR 58-1219)	Governor's energy bill partially in response to recommendations by the Nevada Climate Change Advisory Committee. Requires energy efficient appliances and equipment, state buildings to meet energy codes, revises renewable portfolio standards, modifies tax abatements for renewable energy businesses, requires CO2 information for vehicles, and other energy producer requirements. A. Goodrich, Chairman of advisory committee.	<ul style="list-style-type: none"> • Priority: High • Track • Testify: Yes (A. Goodrich) (Type: written, verbal) • Support • Ordinance: Uncertain • Policy: Uncertain • Fiscal Impact : Uncertain (A. Goodrich)

Community and Clinical Health Services Division

<u>Bill #</u>	<u>Sponsor</u>	<u>Status</u>	<u>Summary</u>	<u>Analysis</u>	<u>Recommendations/Staff</u>
<u>AB107</u>	Ocegvera	Approved by the Governor. Chapter 81.	Creates the Advisory Committee for the Prevention and Treatment of Stroke within the Health Division of the Department of Health and Human Services. (BDR 40-208)	<p><u>Evaluation:</u> This bill creates an Advisory Committee for the Prevention and Treatment of Stroke within the State Health Division. It also prescribes the goal of the Committee as to develop a statewide plan to prevent stroke, heart disease, and other vascular diseases. The bill also authorizes the state to apply for funds to support activities outlined in the plan.</p> <p>The bill does not mandate local health authority representation on the Committee, so there is no direct impact on the Health District at this time. However, this bill supports the Health District goal of chronic disease prevention. In addition, this bill was submitted by request from the American Heart Association, and Health District staff serve on their Advocacy Committee.</p>	<ul style="list-style-type: none"> • Priority: Low • Track • Testify: Yes (J. Stoll-Hadayia) (Type: verbal) • Support, As Is • Ordinance: No • Policy: No • Fiscal Impact: No (J. Stoll Hadayia)

**Washoe County Health District
Bill Tracking – 2009 State Legislative Session**

				<p>Fiscal impact: There is no fiscal impact to the Health District.</p> <p>Evaluation: This bill requires school districts to continue to collect height and weight on a sample of 4th, 7th, and 10th grade students through 2015 for the intent of determining childhood obesity rates. This is the only local data Washoe County and Nevada have to assess childhood obesity and the impact of prevention/intervention programs. The Health District uses these data to set priorities and apply for grant funding.</p> <p>Fiscal impact: There is no fiscal impact to the Health District.</p> <p>Evaluation: This bill requires the State Board of Pharmacy to establish a program in which private citizens can donate unused cancer treatment medications for re-distribution to other cancer patients in need. The bill outlines basic criteria for storage, distribution, and dispensing of the donated medications and provides civil liability immunity for those who donate.</p> <p>There would be no impact on the Health District as a result of this bill; however, this bill supports the Health District goal of chronic disease prevention. In addition, this bill is a priority of the Nevada Cancer Council, on which Health District staff serve in a leadership capacity.</p> <p>Fiscal impact: There is no fiscal impact to the Health District.</p>	<ul style="list-style-type: none"> • Priority: High • Needs Attention • Testify: Yes (J. Stoll-Hadayia) (Type: verbal) • Support: As Is & As Amended • Ordinance: No • Policy: No • Fiscal Impact: No (E. Dixon, J. Stoll Hadayia)
<p><u>AB191</u></p>	<p>Denis, Kihuen, Parnell, Hardy, Anderson, Leslie & Smith</p>	<p>Approved by the Governor. Chapter 285.</p>	<p>Removes the prospective expiration of a provision requiring certain examinations of the height and weight of pupils. (BDR S-827)</p>	<p>Fiscal impact: There is no fiscal impact to the Health District.</p> <p>Evaluation: This bill requires the State Board of Pharmacy to establish a program in which private citizens can donate unused cancer treatment medications for re-distribution to other cancer patients in need. The bill outlines basic criteria for storage, distribution, and dispensing of the donated medications and provides civil liability immunity for those who donate.</p> <p>There would be no impact on the Health District as a result of this bill; however, this bill supports the Health District goal of chronic disease prevention. In addition, this bill is a priority of the Nevada Cancer Council, on which Health District staff serve in a leadership capacity.</p> <p>Fiscal impact: There is no fiscal impact to the Health District.</p>	<ul style="list-style-type: none"> • Priority: Low • Monitor • Testify: No • Comment Only • Ordinance: No • Policy: No • Fiscal Impact: No (J. Stoll Hadayia)
<p><u>AB213</u></p>	<p>Anderson, Conklin, Home, Kihuen & Parnell (primaries) et al.</p>	<p>Approved by the Governor. Chapter 122.</p>	<p>Requires the establishment of the Cancer Drug Donation Program. (BDR 40-39)</p>	<p>Fiscal impact: There is no fiscal impact to the Health District.</p> <p>Evaluation: This bill mandates reporting of blood lead levels tests of children to local health authorities and then urges health authorities to investigate high level cases. At a minimum, the impact on the Health District would be to receive and document data from laboratories.</p> <p>Lead monitoring and education is a core function of Public Health Nurses (PHN). In the</p>	<ul style="list-style-type: none"> • Priority: Low • Monitor • Testify: No • Support: As Is • Ordinance: No • Policy: No • Fiscal Impact: Yes (M.A. Brown)
<p><u>AB219</u></p>	<p>Hardy & Horsford</p>	<p>Approved by the Governor. Chapter 123.</p>	<p>Enacts provisions governing certain blood tests for children. (BDR 40-682)</p>	<p>Fiscal impact: There is no fiscal impact to the Health District.</p> <p>Evaluation: This bill mandates reporting of blood lead levels tests of children to local health authorities and then urges health authorities to investigate high level cases. At a minimum, the impact on the Health District would be to receive and document data from laboratories.</p> <p>Lead monitoring and education is a core function of Public Health Nurses (PHN). In the</p>	<ul style="list-style-type: none"> • Priority: Low • Monitor • Testify: No • Support: As Is • Ordinance: No • Policy: No • Fiscal Impact: Yes (M.A. Brown)

**Washoe County Health District
Bill Tracking – 2009 State Legislative Session**

	<p>past, the Health District assigned one PHN to respond to lead concerns. Though this program is no longer in place, receipt of a high blood level case would necessitate investigation by a PHN; not responding to such a report would be irresponsible. In general, monitoring lead levels in children is good public health practice; however, no funding is currently available to support this function at the Health District.</p> <p><u>Fiscal impact:</u> There is fiscal impact to the Health District as calculated in staff time for documenting laboratory results, conducting investigations, and providing other activities related to community-wide lead monitoring and/or education.</p> <p><u>Evaluation:</u> This bill requires cigarettes sold in Nevada to meet specific fire safety standards. It also establishes systems for testing and enforcement of these standards. This bill was modeled after requirements that were first adopted in 2004 in New York State. There is no definitive data that fire-safe cigarettes impact cigarette consumption.</p> <p>Therefore, there would be no impact on the Health District as a result of this bill; however, this bill is a priority of Safe Kids Washoe County for its potential to prevent fire-related injury. Health District staff serve in a leadership capacity on this Coalition.</p> <p><u>Fiscal impact:</u> There is no fiscal impact to the Health District.</p> <p><u>Evaluation:</u> This bill prohibits the sale or distribution of cigarette lighters that are made to resemble cartoon characters, toys, guns, watches, etc. or that have flashing lights or other entertainment features.</p> <p>There would be no impact on the Health District as a result of this bill.</p>	<p><u>AB229</u></p> <p>Assembly: Oceguera, et al</p> <p>Senate: Parks</p>	<p>Enacts provisions governing fire-safe cigarettes. (BDR 42-568)</p> <p>Approved by the Governor. Chapter 435.</p>	<p>Priority: Low</p> <ul style="list-style-type: none"> • Monitor • Testify: No • Comment Only • Ordinance: No • Policy: No • Fiscal Impact: No (E. Dixon)
	<p><u>AB266</u></p>	<p>Oceguera</p> <p>Bill became law pursuant to Nevada Constitution Article 4, Section 35.</p>	<p>Prohibits the sale of novelty lighters. (BDR 52-569)</p>	<ul style="list-style-type: none"> • Priority: Low • Monitor • Testify: No • Comment Only • Ordinance: No • Policy: No • Fiscal Impact: No (E. Dixon)

**Washoe County Health District
Bill Tracking – 2009 State Legislative Session**

				<p>Fiscal Impact: There is no fiscal impact to the Health District.</p> <p>Evaluation: This primary intent of this bill was to expand definitions of stalking. Sec. 1.5 amends the Nevada Clean Indoor Air Act (NCIAA) to allow for smoking in the area of a convention facility in which a tobacco meeting or trade show is being held. This was a provision of SB372, a bill that failed to meet legislative deadlines. The result of this legislation is that an additional exemption to the NCIAA has been created, allowing for smoking to occur in additional indoor places of employment.</p> <p>Fiscal impact: There could be fiscal impact to the Health District as calculated in staff time to develop relevant regulation and to ensure compliance with new provisions.</p> <p>Evaluation: This bill revises the type of infraction, amount of fine, and distribution of fines related to noncompliance with the alcohol beverage awareness program for alcohol-serving establishments.</p> <p>There would be no impact on the Health District as a result of this bill.</p> <p>Fiscal impact: There is no fiscal impact to the Health District.</p>	<ul style="list-style-type: none"> • Priority: High • Monitor • Testify: No • Comment Only • Ordinance: Yes • Policy: No • Fiscal Impact: No (J. Stoll Hadayia)
*AB432	Smith and Ocegüera	Approved by the Governor. Chapter 132.	Revises provisions governing alcoholic beverage awareness programs. (BDR 32-526)	<p>Fiscal impact: There is no fiscal impact to the Health District.</p> <p>Evaluation: This bill expands voting membership of the Advisory Council on the State Program for Fitness and Wellness.</p> <p>There would be no impact on the Health District as a result of this bill.</p> <p>Fiscal impact: There is no fiscal impact to the Health District.</p>	<ul style="list-style-type: none"> • Priority: Low • Monitor • Testify: No • Comment Only • Ordinance: No • Policy: No • Fiscal Impact: No (N. Alberti)
SB7	Wiener	Approved by the Governor. Chapter 411.	Makes various changes to the Advisory Council on the State Program for Fitness and Wellness. (BDR 40-23)	<p>Fiscal impact: There is no fiscal impact to the Health District.</p> <p>Evaluation: This bill aligns Nevada Revised Statute with HIPAA requirements by mandating retention of medical records for 7 years (up</p>	<ul style="list-style-type: none"> • Priority: Low • Monitor • Testify: No • Comment Only • Ordinance: No • Policy: No • Fiscal Impact : No (E. Dixon)
SB17	Wiener	Approved by the Governor. Chapter 453.	Revises provisions governing health care records. (BDR 54-607)	<p>Fiscal impact: There is no fiscal impact to the Health District.</p> <p>Evaluation: This bill aligns Nevada Revised Statute with HIPAA requirements by mandating retention of medical records for 7 years (up</p>	<ul style="list-style-type: none"> • Priority: Low • Monitor • Testify: No

**Washoe County Health District
Bill Tracking – 2009 State Legislative Session**

<u>SB48</u>	Senate Taxation	Approved by the Governor. Chapter 60.	Repeals certain requirements regarding the delivery of cigarettes sold to consumers. (BDR 32-270)	<p>from 5). It also requires that providers notify patients in writing prior to destroying records.</p> <p>There would be an impact on the Health District as a result of this bill due to the patient notification requirement.</p> <p><u>Fiscal impact:</u> There would be fiscal impact to the Health District from this bill due to staff and direct costs associated with providing written notification to patients.</p> <p><u>Evaluation:</u> This bill aligns Nevada Revised Statute with federal laws governing delivery of cigarettes.</p> <p>There would be no impact on the Health District as a result of this bill.</p> <p><u>Fiscal impact:</u> There is no fiscal impact to the Health District.</p>	<ul style="list-style-type: none"> • Comment Only • Ordinance: No • Policy: No • Fiscal Impact : Yes (P. Carlson)
<u>SB72</u>	Cegavske	Approved by the Governor. Chapter 204.	Authorizes a registered pharmacist to perform certain screening tests. (BDR 54-376)	<p><u>Evaluation:</u> This bill would allow registered pharmacists to perform a blood glucose screening test in a pharmacy setting, using an FDA-approved testing device. The outcome <i>could</i> be increased access to diabetes screening, which facilitates early intervention and lifestyle modification. However, there appears to be little definitive evidence to support screening alone as an effective diabetes intervention.</p> <p>There would be no direct impact on the Health District as a result of this bill. In addition, this bill was submitted by request from a member of the Nevada Diabetes Council, on which Health District staff serve in a leadership capacity.</p> <p><u>Fiscal impact:</u> There is no fiscal impact to the Health District.</p>	<ul style="list-style-type: none"> • Priority: Low • Monitor • Testify: No • Comment Only • Ordinance: No • Policy: No • Fiscal Impact: No (J. Stoll Hadayia)
<u>SB220</u>	Health and Education	Approved by the Governor. Chapter 85.	Provides for the establishment of the Chronic Obstructive Pulmonary Disease Program.	<p><u>Evaluation:</u> This bill establishes a Chronic Obstructive Pulmonary Disease (COPD) Program at the state health division, based on</p>	<ul style="list-style-type: none"> • Priority: Low • Monitor • Testify: No

**Washoe County Health District
Bill Tracking – 2009 State Legislative Session**

			(BDR 40-1135)	<p>available funding. However, this bill does not provide funding to the program.</p> <p>There would be no impact on the Health District as a result of this bill.</p> <p>Fiscal impact: There is no fiscal impact to the Health District.</p> <p>Evaluation: Sec. 1 of the bill mandates clinicians to provide for syphilis testing in the first trimester of pregnancy (in addition to the third trimester currently required by law). This testing schedule adheres to Centers for Disease Control and Prevention (CDC) guidelines for preventing congenital syphilis transmission.</p> <p>Sec. 2 of the bill exempts HIV tests from state licensing regulations that exceed federal requirements. The intent of this portion of the bill is to increase availability of Rapid HIV Tests for use by community-based organizations. Rapid HIV Tests are CLIA-waived tests, and their use at the community level is a CDC recommendation. Sec. 2 also requires all entities providing a waived HIV test to adhere to the Quality Assurance Guidelines for Testing Using Rapid HIV Antibody Tests Waived Under the Clinical Laboratory Improvement Amendments of 1988; and to NRS 441A.150 and NAC 441.230 – 441A.253.</p> <p>There would be no direct impact on the Health District as a result of Sec. 1 as current CDC STD testing and treatment guidelines are already in place. Sec. 2 would allow the Health District to more readily provide Rapid HIV Tests.</p> <p>Overall, this bill supports the Health District goal of HIV and STD prevention. In addition, this bill was submitted by request from the State AIDS Task Force, on which the District Health Officer and other staff serve.</p>	<ul style="list-style-type: none"> • Comment Only • Ordinance: No • Policy: No • Fiscal Impact: No (E. Dixon)
SB304	Parks Copening Horstford Pierce Leslie (primaries) et al	Approved by the Governor. Chapter 87.	Revises provisions relating to tests for certain communicable diseases. (BDR 40-844)	<p>Sec. 2 of the bill exempts HIV tests from state licensing regulations that exceed federal requirements. The intent of this portion of the bill is to increase availability of Rapid HIV Tests for use by community-based organizations. Rapid HIV Tests are CLIA-waived tests, and their use at the community level is a CDC recommendation. Sec. 2 also requires all entities providing a waived HIV test to adhere to the Quality Assurance Guidelines for Testing Using Rapid HIV Antibody Tests Waived Under the Clinical Laboratory Improvement Amendments of 1988; and to NRS 441A.150 and NAC 441.230 – 441A.253.</p> <p>There would be no direct impact on the Health District as a result of Sec. 1 as current CDC STD testing and treatment guidelines are already in place. Sec. 2 would allow the Health District to more readily provide Rapid HIV Tests.</p> <p>Overall, this bill supports the Health District goal of HIV and STD prevention. In addition, this bill was submitted by request from the State AIDS Task Force, on which the District Health Officer and other staff serve.</p>	<ul style="list-style-type: none"> • Priority: High • Needs Attention • Testify: Yes (J. Stoll Hadayia) (Type: verbal) • Support As Is & As Amended (amendment proposed to sponsor) • Ordinance: No • Policy: No • Fiscal Impact: No (J. Stoll Hadayia)

**Washoe County Health District
Bill Tracking – 2009 State Legislative Session**

<u>SB340</u>	Health and Education	Approved by the Governor. Chapter 226.	Revises provisions governing the allocation of certain money from the Fund for a Healthy Nevada. (BDR 40-1133)	<p><u>Fiscal impact:</u> There is no fiscal impact to the Health District.</p> <p><u>Evaluation:</u> This bill mandates the distribution of the tobacco prevention and control allocation of the Fund for a Healthy Nevada (FHN) directly to the Nevada State Health Division (NSHD) and to the health districts in each county of at least 100,000 population. This restructuring represents <i>best practice</i> for the administration of tobacco prevention and control programming at the local level and is supported by public health stakeholders.</p> <p>There would be a beneficial impact to the Health District as a result of this bill. New monies would flow directly to the Health District for the purpose of regional planning and implementation of tobacco prevention and control activities for Washoe County.</p> <p><u>Fiscal impact:</u> There would be a positive fiscal impact to the Health District effective July 1, 2010.</p>	<ul style="list-style-type: none"> • Priority: High • Needs Attention • Testify: Yes (J. Stoll Hadayia) (Type: verbal, written) • Support, As Amended (amendment proposed to sponsor) • Ordinance: No • Policy: No • Fiscal Impact: Yes (J. Stoll Hadayia)
<u>SB430</u>	Senate Finance	Approved by the Governor. Chapter 427.	Transfers money from the Trust Fund for Public Health and the Fund for a Healthy Nevada to the State General Fund. (BDR S-1214).	<p><u>Evaluation:</u> This bill codifies the transfers of funds from the Trust Fund for Public Health and the Fund for a Healthy Nevada to the State General Fund that were adopted in Special Session.</p> <p><u>Fiscal impact:</u> There will be a negative fiscal impact to the Health District as a result of this bill. The Health District receives \$232,110 from this funding source for tobacco prevention and control activities; due to this legislative action, this award will be reduced by 16.9% in FY10.</p>	<ul style="list-style-type: none"> • Priority: Low • Monitor • Testify: No • Comment Only • Ordinance: No • Policy: No • Fiscal Impact: Yes (J. Stoll Hadayia)
<u>SCR12</u>	Weiner & Denis (primaries) et al	Secretary of State	Urges the promotion of physical fitness in the schools. (BDR R-697)	<p>This resolution urges school districts to expand physical education programs during the school day as a means of preventing obesity. It urges the Nevada Department of Education to employ or consult with a physical education coordinator and to distribute the resolution to teachers,</p>	<ul style="list-style-type: none"> • Priority: Low • Monitor • Testify: No • Comment Only • Ordinance: No • Policy: No

**Washoe County Health District
Bill Tracking – 2009 State Legislative Session**

			<p>parents, and non-governmental agencies.</p> <p>There would be no impact on the Health District as a result of this bill; however, this bill supports the Health District goal of chronic disease prevention.</p>	<ul style="list-style-type: none"> • Fiscal Impact: No (J. Stoll Hadayia)
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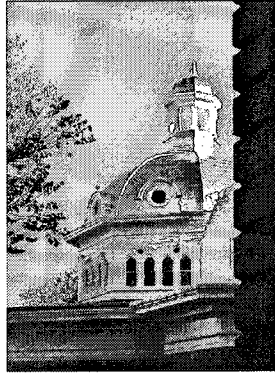
Environmental Health Services Division					
Bill #	Sponsor	Status	Summary	Analysis	Recommendations/Staff
*AB249	Hardy, Horne, Cegavske	Approved by the Governor. Chapter 334.	Revises provisions governing the abatement of certain nuisances. (BDR 40-1043)	<p><u>Evaluation:</u> This bill is based on an initiative by the Illegal Dumping Task Force, which is supported by Keep Truckee Meadows Beautiful. The text for the proposed amendment was developed by this Task Force, in coordination with the Health District and Sheriff.</p> <p>The bill takes several actions in regards to public nuisances, including abatement orders and citation authority. The direct impact to the Health District is in the proposed changes to NRS 444 (Sec. 5) that would enable the Health District to establish a solid waste management authority in the future (when the budget picture improves). The Health District does not seek such authority immediately, but it does desire the same latitude as Clark County to establish such an authority in the future.</p> <p><u>Amendment:</u> The County supports the bill without amendments; however, one amendment would be of benefit. Sec. 2 of the bill amends NRS 244, paragraph 3, which defines public nuisance. Sec. 3 allows a County to adopt a nuisance ordinance, and paragraph 5 (b) defines public nuisance. The difference between Secs. 2 and 3 is that the definition within Sec. 3 includes "an ordinance adopted pursuant 2 of this act." This term should also be included within the Sec. 2 definition. This additional text enables an enforcement official to cite to either NRS or County Code, and have the Court use either regulation as the basis for a</p>	<ul style="list-style-type: none"> • Priority: High • Track • Testify: Yes (B. Sack) (Type: written, verbal) • Support, As Is • Ordinance: Yes • Policy: Yes • Fiscal Impact: No (B. Sack)

**Washoe County Health District
Bill Tracking – 2009 State Legislative Session**

<u>AB332</u>	Dondero-Loop, Buckley, Manendo, Smith, & Conklin (primaries) et al	Approved by the Governor. Chapter 50.	Revises provisions governing immunity from liability for donating, receiving or distributing certain grocery products or food. (BDR 3-1017)	public nuisance violation. Without this text (as it appears in Sec. 2), the enforcement official would have to cite to NRS, which only the Sheriff is able to do (code enforcement officers, building inspectors, health inspectors cannot currently cite to this section of NRS). The additional text should be added to the definition of public nuisance within Sec. 2. There are no discernable adverse impacts to the Health District's current interpretation and application of the statute referenced in this bill. As intended, the proposed revisions would simply add clarifying language to the statute.	A <u>letter</u> stating this position was sent to the bill sponsor, per her request for bill evaluation.
<u>AB353</u>	Bobzien, Smith, Leslie, Parnell, Anderson	Approved by the Governor. Chapter 110.	Makes various changes concerning certain crimes related to property. (BDR 15-514)	This bill allows counties and health authorities to order cleanup of properties, adopt an administrative hearing process and place liens to recover costs of cleanup. This bill would require the health district to adopt regulations in order to establish an administrative process. The health district would probably do this in conjunction with the County to minimize the cost of a Hearing Officer.	<ul style="list-style-type: none"> • Priority: High • Monitor • Testify: Yes (B. Sack) (Type: verbal) • Support • Ordinance: Yes • Policy: Yes • Fiscal Impact: Yes (B. Sack)
<u>*AB426</u>	Peirce and Parks (primaries), etc al.	Approved by the Governor. Chapter 344.	Requires the Division of Environmental Protection of the State Department of Conservation and Natural Resources to conduct a study concerning programs for reusing and recycling computers and other electronics. (BDRS-466)	Requires NDEP to conduct a study of the amount of computer recycling going on in Nevada. There is no impact to WCHD.	<ul style="list-style-type: none"> • Priority: Low • Track • Testify: No • Comment Only • Ordinance: No • Policy: Yes • Fiscal Impact : No (B. Sack)
<u>SB60</u>	Committee on Health and Education on behalf of Nye County	Approved by the Governor. Chapter 220.	Revises provisions governing buildings, motor vehicles and other property that has been used in crimes involving methamphetamine or certain other substances. (BDR 40-	This bill authorizes NDEP and the Health Authority to work together on requiring assessments and cleanup of locations contaminated by clandestine labs where methamphetamine or terrorist related weapons have been manufactured. The Health District	<ul style="list-style-type: none"> • Priority: High • Monitor • Testify: Yes (B. Sack) (Type: verbal) • Support, As Is • Ordinance: No

**Washoe County Health District
Bill Tracking – 2009 State Legislative Session**

			542)	has been trying to have the State adopt regulations for several years on this issue; therefore, we support the bill.	<ul style="list-style-type: none"> • Policy: No • Fiscal Impact: No
<u>*SB137</u>	Breeden, Parks, Copening, Woodhouses, Segerblom (primaries), et al	Approved by the Governor. Chapter 222.	Provides for the placement of recycling containers in certain locations. (BDR 40-741)	This bill requires recycling to be made available to residents of apartments. There will be a space issue at many locations. The Health District would like recycling made available to residents of apartments and other multifamily dwellings.	<ul style="list-style-type: none"> • Priority: High • Monitor • Testify: No • Support, As Is • Ordinance: No • Policy: No • Fiscal Impact : No
<u>*SB186</u>	Copening, Parks, Pierce, Segerblom (primaries), et al	Approved by the Governor. Chapter 260.	Provides for the issuance of permits for the operation of motor vehicle tire recycling centers. (BDR 40-739)	This bill impacts Clark County only at this time. If passed, it would require the Health District to make some minor regulatory changes if a tire recycling facility were to locate here.	<ul style="list-style-type: none"> • Priority: Low • Monitor • Testify: No • Comment Only • Ordinance: No • Policy: No • Fiscal Impact : No
<u>*SB231</u>	Cegavske	Approved by the Governor. Chapter 249.	Makes various changes concerning food establishments connected with a child care facility. (BDR 40-975)	Passage of this bill will not change how the Health District regulates food in these facilities. It provides some change regarding kindergartens in child care facilities. This does not change the regulatory process for the Health District.	<ul style="list-style-type: none"> • Priority: Low • Monitor • Testify: No • Comment Only • Ordinance: No • Policy: No • Fiscal Impact : No



2009 Nevada State Legislative Session

Washoe County Health District
Legislative Team Wrap-Up
June 25, 2009

Process refresher



Bill tracking and analysis

- County Government Affairs requests and *WashoeBills*
- Personalized bill tracking
- Bill tracking matrix, evaluation template, and folders
- DBOH reports

Coordination of position and messages

- Health authorities
- Community coalitions
- County Government Affairs staff
- Other County departments and governmental entities
- DBOH members
- Other lobbyists

Proactive response on high-priority legislation

- Subject matter expertise (testimony, exhibits, letters, etc.)
- Research and input for legislative staff

Scorecard



Monitoring & Analysis

# bills - Government Affairs	25 (37.9%)
# fiscal notes - Government Affairs	7 (10.6%)
<u># bills - Department/Division priorities</u>	<u>34 (51.5%)</u>
# bills - total	66

Position & Action

# bills - Support	26 (44.1%)
# bills - Oppose	9 (15.3%)
<u># bills - Neutral, comment only</u>	<u>24 (40.7%)</u>
# bills - total	59
# bills - testimony	13 (22.0%)

Outcomes

% consistent outcome - total	51.4
% consistent outcome - testimony	53.8

New approaches



Collateral

- Building relationships with elected officials *and* their staff helps public health be "at the table"
- An effective subject matter expert is "at the table" and also does the research, drafts language, follows a bill to the end...

Coordination

- Messages that reflect a coordinated position among all public health authorities or stakeholders were the most influential
- Strategy disagreements with community partners are inevitable...and sometimes necessary

Contingencies

- Include contingencies and amenable compromises as part of overall bill strategy
- Embrace interim opportunities and non-legislative remedies to fill gaps the session left behind

DBOH 6/25/09
Item 12.



There's No Landfill In A Refill

Take The Pledge

I pledge to curb purchasing beverages, especially water, packaged in single-use plastic bottles.

I pledge to drink from refillable bottles and glasses, and BPA-free* plastic bottles whenever possible.

I pledge to drink tap water whenever possible, recognizing that the Truckee Meadows Water Authority provides excellent drinking water to the residents of the Truckee Meadows.

I pledge to ALWAYS recycle single-use plastic bottles whenever I use one.

I pledge to encourage my family and friends to drink from refillable water bottles and glasses, and BPA-free* plastic bottles whenever possible.

Signature

Date

Print Name

You may use my name when listing iRefill program members.

E-Mail Address

Street

City, State, Zip

**BPA – Bisphenol A is an industrial chemical considered to be potentially harmful to human health and the environment. It is used to make one type of polycarbonate plastic and has been shown to leach from plastic into food and water.*

iRefill – There's No Landfill In A Refill – is a program of the Washoe County Health District and the Truckee Meadows Water Authority.



DISTRICT HEALTH DEPARTMENT

June 17, 2009

MEMORANDUM

To: Members, Washoe County District Board of Health

From: Randall L. Todd, DrPH
Epidemiology and Public Health Preparedness (EPHP) Director

Subject: Report to the District Board of Health, June 2009

Communicable Disease –

Influenza – Although surveillance for influenza is an activity that continues throughout the year, the data typically reflect the end of the flu season by about week 20. We normally begin reporting the flu surveillance data again starting at week 40 in the fall. However, because of the novel H1N1 influenza that emerged this year the flu season has lasted longer and we are continuing to report surveillance data.

For the week ending June 13 (week 23) six of six participating sentinel healthcare providers in Washoe County saw 54 patients presenting with an influenza-like-illness (ILI) out of 3,414 total patients. This yields a total ILI percentage of 1.6%. By comparison the ILI percentage for U.S. sentinel providers during the previous week (22) was 1.9%. The national baseline is 2.4%. It is interesting to note that the ILI percentage never reached the 2.4% baseline during the 2008-2009 flu season until week 17 when it rose briefly to 6%. It then fell below 2% but reflected a steady rise through week 21 where it hit 3.1% before falling below 2% over the past two weeks.

There have been 664 influenza positive lab results reported to Washoe County so far this season. Of these most (420) were type A. There were 197 type B and 47 un-typed reports. Among the type A isolates 118 have been identified as H1N1 – Swine.

Public Health Preparedness (PHP) Activities –

Public Health Preparedness activities have been focused on submission of grants to the Nevada State Health Division for both the CDC and ASPR funding streams. In addition, planning has been initiated for the 2009 Point of Dispensing (POD) exercise (October 17, 2009) as well as for the dispensing of the new

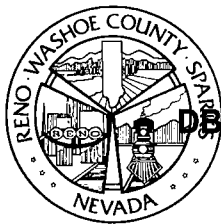
H1N1 vaccine when it becomes available this fall. Washoe County has been informed that the likely allotment of H1N1 vaccine will be approximately 172,000 2-dose regimens that are expected to begin arriving in November.

Because the novel H1N1 virus has not previously circulated it will require a 2-dose regimen of vaccine to provide protection. At this time it is anticipated that the Washoe County allotment will be dispensed through a combination of PODs and other private or public sector clinics.

As a result of public interest in the H1N1 virus the Public Information Officer has researched and prepared for more than 70 media interviews/requests for information from a variety of local, southern Nevada, national, international and Spanish language media outlets. Media coverage has also included two stories regarding the low power AM radio station that was purchased with grant funds. This station saw its first official use during the early phases of the H1N1 response. It has been in continuous operation since then covering a variety of topics ranging from bicycle safety to West Nile Virus. One of the messages is targeted to the recruitment of Medical Reserve Corps (MRC) volunteers and has resulted in two new recruits to date.



Randall L. Todd, DrPH, Epidemiology and Public Health Preparedness Director



DBOH AGENDA ITEM NO. 13.B.

DISTRICT HEALTH DEPARTMENT

June 18, 2009

TO: District Board of Health Members

FROM: Mary-Ann Brown, R.N., M.S.N.
Division Director, Community and Clinical Health Services

SUBJECT: Report for June 2009 District Board of Health Meeting
General Informational Items

CCHS Administration

- Three employees separated from the organization completing the incentive retirement process the positions vacated included:
 - Administrative Assistant Supervisor
 - Clerical Supervisor
 - Office Support Specialist (OSS)

An OSS was transferred to EPHP.

Three additional separations are pending.

- CCHS completed the relocation of staff and the reorganization of operations vacating a portion of CCHS East. Demolition and construction was completed and the Fire Prevention North and EMS staff has begun to occupy the newly renovated space.

Chronic Disease Prevention Program

- An evaluation of the 2009 Bike to Work Day (May 15th) was conducted and analysis identified that 971 individuals and 48 local businesses participated which equates to 178,000 calories burned and 51.57 pounds of fat lost. (Bike to Work Day is a collaborative effort of CCHS and AQM as well as numerous community partners).
- To date, anonymous height and weight data have been gathered on over 400 school children. The data was collected as part a partnership with Safe Kids Washoe County to assess BMI at local elementary schools and will be used to measure the success of safety and physical activities interventions.

DBOH AGENDA ITEM # 13.B.

1001 EAST NINTH STREET / P.O. BOX 11130, RENO, NEVADA 89520 (775) 328-2400 FAX (775) 328-2279

www.washoecounty.us/health

WASHOE COUNTY IS AN EQUAL OPPORTUNITY EMPLOYER
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- Redesign of the DHD's chronic disease prevention website (GetHealthyWashoe.com) is almost complete. The website is live and includes several new interactive components that allow visitors to educate themselves and perform self-assessments. Highlights include: modifiable risk factor information tailored to lifespan stages, a smoking cessation readiness, and real-time "calculators" for BMI and physical activity calorie-burning. A Spanish version of the site is also in progress.

Sexual Health Program

- The 2009 – 2010 Request for Applications (RFA) for federal HIV prevention funding is slated for release this summer. Funding criteria has been revised to reflect current HIV/AIDS epidemiological trends in Washoe County as well as newly-approved evidence-based HIV prevention interventions for priority populations. The DHD is the fiscal agent for federal HIV prevention funds in Washoe County per an Interlocal Agreement with the Nevada State Health Division.
- Program staff organized the 26th Annual AIDS Candlelight Memorial on June 7th at the First United Methodist Church. Approximately 100 community members attended. The program included Senator David Parks receiving an Advocate of the Year Award as well as Proclamation presentations from the Washoe County District Board of Health and the City of Reno.

TB Program:

- TBPCP recently added a 12th case of active TB for Calendar Year 2009. In 2008 there were ten cases.
- A donation of \$2,206 in medication and four videophones was received from the Nevada State Health Division, offsetting the cost of pharmaceuticals and ensuring adequate technology for the highly cost-effective videophone Directly Observed Therapy (DOT) of medication for active cases.

Home Visiting Nurse Program

- Currently there are a total of 342 cases open to service.
- For April an average of 17 home visits were made per PHN per week (3.4 visits per day per nurse) in May 13 home visits per PHN per week (2.6 visits per day per nurse) were conducted. The decrease in May was due to staff office moves related to CCHS East relocation.
- The Nevada State Health Division plans to order \$5,000 worth of educational materials on preconception health to be distributed through the Maternal Child Health (MCH) coalition to health care providers in the County.


Family Planning

- Teen Pregnancy Prevention month in May was promoted in collaboration with community stakeholder through the following activities:
 - Press releases to all local news media, school newspapers and an African American newsletter (Ensoul)

- Promotion of the stayteen.org website and national day on-line quiz that utilizes scenarios to test a person's knowledge regarding sexual risk and ways to minimize and encourage postponement of sexual activity
 - Provision of web resources to parents to assist them in opening the "sexual health" topic with their teens
 - Promotion of Teen Health Mall (THM) services
 - Partnered with SNCAT, NAACP and the State Health Division to film and air a panel of teens, parents and staff to discuss the teen pregnancy issue and resources within the community.
- Title V Funding for the THM was discontinued due to the financial shortfall at the State Health Division. Funding was discontinued in April resulting in a loss of funding of \$9774.97 in FY 09 and \$50,000 in FY 10. As a result minor acute illness care will no longer be provided in the THM. Community need for adolescent minor acute illness will be met by two other community agencies (HAWC and Orvis Nursing Clinic) on a sliding scale basis.

Immunization Program

- The Immunization Program, working with the Northern Nevada Immunization Program, other healthcare providers and the Washoe County School District, offered Tdap immunizations to 6th graders attending orientation meetings at various middle schools in Washoe County. The clinic was held in response to the new requirement in 2008 for Tdap at 7th grade entry. Several hundred students received immunizations.
- A Menactra clinic for 12th graders was held in conjunction with the monthly regularly scheduled Hug High School Immunization clinic. In total 27 immunizations were provided. WCDH has been conducting ongoing monthly Immunization clinics at Hug High since January 2009.
- Immunization staff provided training and technical assistance to CSA/Headstart and Saint Mary's WIC staff on conducting immunization assessments to provide parents information on immunizations requirements for their children.



Mary-Ann Brown, R.N., M.S.N.
Acting Division Director
Community and Clinical Health Services



Washoe County Health District

ENVIRONMENTAL HEALTH SERVICES DIVISION

DATE: June 17, 2009

TO: District Board of Health Members

FROM: Robert Sack, Division Director of E.H.S.

SUBJECT: Division Director's Report – Environmental Health Services
AGENDA ITEM NO. 13.C.

VECTOR-BORNE DISEASES PREVENTION PROGRAM

The Washoe County Health District Vector-Borne Diseases Prevention Program is in full swing. The high number of home foreclosures in our County has added more work for the Vector Program – a huge increase in abandoned swimming pools. Every summer staff receives complaints about green pools. This summer, one intern has been assigned to keep up with this problem using a foreclosure list as a location guide. Once located, staff treats the pools with the same larvicide that is broadcast throughout the wetlands and lakes. This June has been one of the wettest on record, and staff is expecting to find some localized mosquito problems from standing water left by recent storms, especially once the weather becomes warmer. West Nile Virus needs consistent high temperatures over several weeks to become viable, which suggests a small possibility of finding virus in the mosquito pools toward the end of July.

At the end of May, Vector staff completed plague surveys throughout Washoe County, including Incline Village. These surveys showed that we have completed our flea control program for every campground and park site in Washoe County. Over a period of two weeks, fleas that had been taken from trapped squirrels and their burrows, were swabbed and tested for plague. Flea specimens from this area have been requested by the Centers for Disease Control (CDC), and were submitted at the end of May. The CDC will use our samples for a plague vector competence study. We are also collaborating with researchers from UNR in order to clarify the reasons for the virulent type of tick-borne relapsing fever that has infected local residents. This fever has caused severe adult respiratory distress with harsh outcomes in some patients, including congestive heart failure, blindness, as well as intensive care while hospitalized without successful resolution.

SPECIAL EVENTS/TEMPORARY FOOD PERMITS

Summer guarantees a huge number of temporary food permits and this summer is no exception. There are three environmentalists assigned full-time to this program, with additional staff taking assignments as needed to work on actual inspections of food vendors throughout each event. An example would be the Reno Rodeo – all food vendors are inspected everyday of the event. In this case, staff from the Solid Waste Program also inspect the Rodeo grounds to ensure appropriate and timely clean-up of the animal waste. As this program continues to grow, the number of applications is currently on the same target as years past, with over 3,000 permits expected through October.

PUBLIC INFORMATION AND OUTREACH

Staff is happy to announce that the City of Pueblo, CO has requested the use of the new Vector/West Nile Virus radio commercials. Staff has been able to re-edit the spots to include information specific to the Pueblo area – at no cost to this agency or theirs.

Tuesday, June 30, 2009, is “iRefill Day” at the DISH Café. Owner Nancy Horn suggested the event to support the iRefill program and offer the information on reducing the use of single-use plastic bottles to her clientele. Other outreach possibilities include working with Truckee Meadows Water Authority at the Sparks Farmer’s Market, as well as providing pledge forms at various Art Town events.



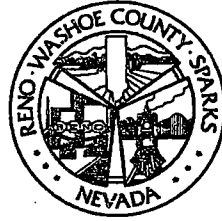
Robert O. Sack

Division Director

Environmental Health Services Division

ROS:sn

DBOH 6/25/09
Item 13.C.



DISTRICT HEALTH DEPARTMENT

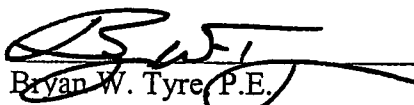
DATE: June 7, 2001
TO: Sewage, Wastewater and Sanitation Hearing Board Members
FROM: Bryan W. Tyre, P.E.
SUBJECT: Workshop on the SWS Regulations

The need to increase the minimum lot size or density for parcels using a septic system for sewage disposal is based on the State of Nevada Division of Environmental Protection policy of restricting subdivisions to approximately 100 units per square mile to protect groundwater quality. This policy is supported by several studies.

The first article, by Hantzsche and Finnemore, pertinent to the issue is attached. The method employed illustrates the complicated and variable nature of establishing a density. Climate, aquifer characteristics, wastewater strength, and soil biological activity affect the results. Using typical values for our area, the formula suggests that a minimum lot size of 2.8 acres is required.

A search of the internet resulted in the other attached article, a literature review by Brown. Although scientific papers have been published with varying recommendations for minimum lot size, references from studies reflecting similar climates to ours suggest that lot sizes need to be larger. Konikow found nitrate-nitrogen concentrations three and a half times the standard when lots were 1.2 acres. Ford reported concentrations two times the standard with densities greater than one per acre. Bauman concludes that lots above groundwater with little movement, such as we see in Cold Springs or Spanish Springs, may need to be larger than 5 acres.

The attached language reflects comments from the previous hearing board workshops as well as the point of view of staff. My suggestion is to recommend the language with or without minor changes, if it is the desire of the hearing board, to find the best solution regardless of the complicated nature of the statute or to simply recommend a 2.5 acre minimum lot size for all new parcels to keep the requirement simple and understandable.


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BWT:sw
Attachments

Predicting Ground-Water Nitrate-Nitrogen Impacts

by Norman N. Hantzsch^a and E. John Finnemore^b

Abstract

The buildup of nitrates in upper ground-water zones is a potential cumulative effect of on-site sewage disposal practices which is not addressed by standard siting and design criteria. Literature concerning the contribution and fate of nitrogen beneath septic tank disposal fields is reviewed. From these findings, convenient, simplified methods are developed for estimating long-term ground-water nitrate increases on an area-wide basis. The methods are presented in a manner useful to engineers, planners, and regulatory agencies for routine evaluation of existing and proposed land developments and for design of large, common disposal systems. Typical solutions are shown graphically to illustrate the relative importance of various factors, including development density, rainfall recharge, and soil denitrification. Predicted values are compared with actual monitoring data for three California communities to verify the reasonableness of the suggested methods. Several possible regulatory applications are suggested.

Introduction

The use of on-site subsurface sewage disposal systems, in particular septic tank disposal fields, has long been recognized as one of the most effective means of dealing with domestic waste-water problems in rural settings. Many soils have a high capacity to accept, filter, and assimilate sewage effluent. Also, in sparsely populated areas, the availability of large amounts of open land tends to minimize possible water quality or public health effects associated with such sewage disposal practices. There is now, however, a growing trend to make permanent use of on-site systems for large-scale urban fringe, rural residential, and recreational developments. Small, unsewered communities are also tending more and more to maintain and continue with the use of septic tanks rather than embarking on major sewerage construction projects.

During the past several years, water quality and public health agencies and researchers throughout the country

have worked to develop guidelines and criteria to improve on-site sewage disposal practices. The aim has been to minimize potential health and water quality problems associated with the siting, design, construction, and maintenance of such systems. The main concern is the protection of water supplies and general public health from the standpoint of bacterial contamination and disease transmission. Protection of ground-water quality, for example, is achieved by requiring a specified vertical separation distance between the disposal system and the highest expected rise of the water table. This provides an unsaturated soil zone wherein high degrees of physical, biological, and chemical treatment occur. Surface waters are similarly protected by the establishment of lateral setback requirements.

An important water quality issue that previously has not been addressed in guidelines and regulations is that of the persistent or increasing effect of large numbers of systems in concentrated areas. For example, many substances contained in sewage are soluble and may move relatively unaffected through the soil to accumulate in underlying ground waters or discharge to adjacent surface waters. Also, under certain conditions, the total volume of sewage discharged from many systems may alter local ground-water levels to the point of affecting the performance of individual systems or the degree of treatment provided by the soil system (Finnemore and Hantzsch, 1983).

The buildup of nitrate in ground water is potentially one of the most significant long-term consequences of on-

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site sewage disposal practices. With each new proposal for development there is a growing need to quantify and evaluate possible changes in ground-water quality that may result. What are most needed are convenient and reliable analytical tools that can be used by regulatory agencies, engineers, and others to make assessments early in the planning process.

Nitrogen Contributions and Transformations

Nitrogen is present in high concentrations in septic tank effluent primarily as ammonium-nitrogen (75-80%), with organic nitrogen making up the remainder (Otis et al., 1975). Total nitrogen concentrations in such effluent have been reported to vary from 25 mg/l to as much as 100 mg/l, the average generally being in the range of 35 to 45 mg/l (U.S. EPA, 1980). Walker et al. (1973a) estimated the typical annual nitrogen contribution from a family of four to be about 33 kg. For a residential lot size of 0.25 acres, this nitrogen contribution would be more than 200 times the amount that would typically be introduced naturally from mineralization of soil organic nitrogen and precipitation.

Upon introduction into the soil through subsurface disposal fields, nitrogen may undergo various transformations, the most important being nitrification and denitrification.

Nitrification may be broadly defined as the biological conversion of nitrogen in organic or inorganic compounds from a reduced to a more oxidized state (Alexander, 1965). The predominant end product is nitrate (NO_3^-) because it is a stable anionic species. This also explains its high degree of mobility in the soil. Virtually complete nitrification of ammonium-nitrogen has been found to occur in the unsaturated zone in well-aerated soil below septic tank disposal fields (Walker et al., 1973b). The resulting nitrate may then pass easily through the soil along with percolating effluent and other recharge waters. Immobilization of NO_3^- by plants or through microbial uptake into biomass may occur to a limited extent, but these are generally considered to be insignificant NO_3^- sinks (Alexander, 1965; Lance, 1972), and thus largely ineffective in reducing the amount of NO_3^- available for percolation to ground water.

Denitrification refers to the biological or chemical reduction of nitrate and nitrite to volatile gases, usually nitrous oxide and molecular nitrogen or both (Broadbent and Clark, 1967). It is the only mechanism in the soil that can effect significant reduction of nitrate in percolating effluent (Alexander, 1965; Lance, 1972). The most favorable soil conditions for denitrification are (a) the abundance of organic carbon substrate, (b) high soil moisture content, and (c) high soil pH (Broadbent and Clark, 1967; NAS, 1978). The rate of denitrification appears to be independent of nitrate concentration over a fairly wide range (Broadbent and Clark, 1967).

Most nitrogen balance studies of fertilizer application have indicated a large nitrogen deficit attributable to denitrification. Losses range from 1 to 75 percent of the applied nitrogen, but are typically between 10 and 25 percent (Broadbent and Clark, 1967). These rates of denitrification are generally considered to also apply to waste waters

disposed of to land, although, according to the EPA, no thorough nitrogen-balance studies have been reported which either substantiate or refute this assertion (U.S. EPA, 1981). One of the few detailed studies of nitrogen beneath septic tank disposal fields is the work of Walker et al. (1973a, 1973b). This work found denitrification to be an insignificant nitrate removal mechanism in unsaturated sandy soils, as deep as 15 to 20 feet, due to the lack of anaerobic conditions and organic material which support denitrifying bacteria. It was thus suggested that the only active mechanism of lowering the nitrate content in such situations is dilution by higher quality ground water or by recharge waters.

Simplified Prediction of Ground-Water Nitrate Buildup

In the long-term, water quality in the upper saturated zone is closely approximated by the quality of percolating recharge waters. This is the critical ground-water zone in which potential nitrate impacts are likely to be most strongly expressed. A simplified prediction of the nitrate impacts of on-site sewage disposal systems over a defined geographical area can thus be made by constructing a mass balance, considering only inputs from waste water and recharge of rainfall (also meant to include snowmelt) and losses due to denitrification in the soil column and the upper portion of the aquifer.

The expression for the resultant average concentration, n_r , of nitrate-nitrogen in recharge water is given by

$$n_r = \frac{ln_w(1-d) + Rn_b}{(1+R)} \quad (1)$$

in which l = volume rate of waste water entering the soil averaged over the gross developed area, in inches per year; n_w = total nitrogen concentration of waste water, in milligrams per liter; d = fraction of nitrate-nitrogen loss due to denitrification in the soil; R = average recharge rate of rainfall, in inches per year; and n_b = background nitrate-nitrogen concentration of rainfall recharge at the water table, exclusive of waste-water influences, in milligrams per liter.

In this expression, the value of n_r is computed simply as the weighted average nitrate-nitrogen concentration of percolating rainfall and waste water, adjusted for expected losses due to soil denitrification. A critical simplifying assumption in equation (1) is that there is uniform and complete mixing of waste water and percolating rainfall over the entire developed area, and that this is completed at the water table. This assumption is made to allow calculation of a predicted mean nitrate-nitrogen concentration for the area as a whole. In reality, such complete, uniform mixing would not be expected to occur because of the irregular spatial and temporal distribution of waste-water loading and rainfall recharge. Nevertheless, the predicted value should correspond with the mean concentration in the ground water determined from representative sampling.

Full conversion of nitrogen to nitrate is also assumed in equation (1). This is a reasonable assumption in most cases.

The approximation of nitrate concentrations obtained from equation (1) also ignores dispersion, lateral flow, and mixing with ground-water flow from upgradient areas. These processes would generally contribute to additional reduction of nitrate-nitrogen concentrations in ground water to the extent that the nitrate-nitrogen concentration of ground-water flow from upgradient areas is lower. Equation (1) thus provides a conservative (worst case) first approximation of ground-water nitrate-nitrogen concentration resulting from the combined effect of on-site sewage disposal systems and precipitation. This is for estimation of long-term effects (i.e., over years) on ground-water quality, and is not intended for prediction of seasonal changes.

A common land use planning dilemma is that of determining acceptable development densities, sometimes referred to as the carrying capacity of the land. From the standpoint of ground-water nitrate-nitrogen impacts, the critical minimum gross acreage per developed lot, A , may be defined as that which would result in a value of n_r equal to 10 mg/l, the commonly accepted drinking-water limit. By setting $l = 0.01344 W/A$ and $n_r = 10$ mg/l, and then rearranging equation (1), A is then given by

$$A = \frac{0.01344W[n_w - dn_w - 10]}{R(10 - n_b)} \quad (2)$$

in which A is expressed in terms of gross acres/dwelling unit (DU); W is the average daily waste-water flow per dwelling unit, in gallons; and 0.01344 is a conversion factor having units acre inch day DU yr⁻¹ gal⁻¹.

Typical Solutions

Solution of the foregoing equations requires input data for several disposal system and site variables, all of which can have a significant effect on the predicted nitrate-nitrogen concentration. Graphical solutions are presented here for typical ranges of these variables, as an aid in selecting appropriate values, and in identifying situations of potential concern.

The predicted resultant average ground-water nitrate-nitrogen concentration, n_r , computed from equation (1) is plotted for convenience in Figure 1 against the fraction of waste-water recharge, l , relative to rainfall recharge, R , for a selected range of values for soil denitrification, d , and waste-water nitrogen loading, n_w . Background nitrate-nitrogen loading, n_b , typically falls in the range of 0.5 to 1.0 mg/l, and is assumed here to be 1.0 mg/l. Exceptions to this would be if the area has large numbers of confined livestock or significant expanses of fertilized crops or turf areas (e.g., parks), which would tend to increase background nitrate-nitrogen loadings above the typical values suggested here. The results plotted in Figure 1 show a wide range of potential effects, highly sensitive to the initial selection of values for n_w and d . Two curves are plotted for the average value of $n_w = 40$ mg/l, with denitrification rates of 0 and 0.25, respectively. The typical range is represented on the high and low sides by the curves for (a) $n_w = 50$ mg/l, $d = 0$ and (b) $n_w = 30$ mg/l, $d = 0.25$. The curve for $n_w = 40$ mg/l and $d = 0.25$ would be considered the most representative of typical on-site sewage disposal situations (U.S. EPA, 1980: 1981). In addition to proper selection of values of n_w and d , the importance of

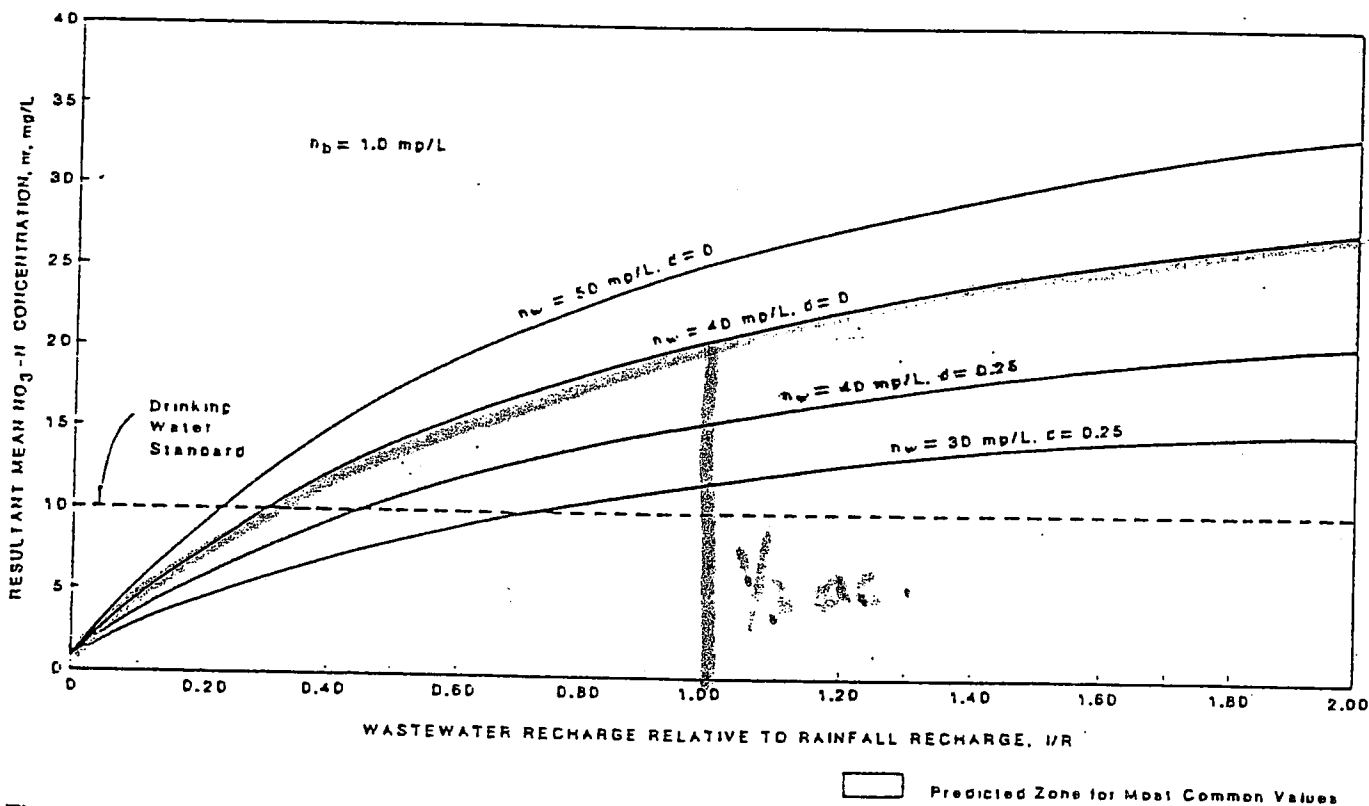


Fig. 1. Resultant ground-water nitrate-nitrogen concentration as a function of effluent quality, denitrification, and l/R .

accurately estimating the quantity of recharge waters is clearly evident, particularly in cases of higher nitrogen loading and lower denitrification rates.

In Figure 2, the critical minimum gross acreage per lot, A_c , is plotted against the annual rate of rainfall recharge, R , for a selected range of values for n_w and d , with $n_b = 1.0$ mg/l as before. In this instance the long-term waste-water flow, W , is assumed equal to 150 gal/day per DU, on the basis of an average expected occupancy of three persons per residence and 50 gal/person/day. The U.S. EPA (1980) cites 45 gal/day as the typical per capita flow for residential dwellings. The influence of climate and the water balance is seen to be significant, particularly for lower ranges of R , i.e., drier climates. Thus, in desert areas, very large lots may be necessary.

In typical new developments of single family residences, practical lot size limits exist because of minimum space requirements for site development, disposal fields, roadways, open space, etc. These limits may be on the order of 0.25 to 1.0 gross acres per dwelling unit, depending on local codes and specific development plans. As seen in Figure 2, such practical or statutory limits may often be more stringent than the critical minimum gross acreage per lot, A_c , determined from equation (2). This is particularly true as R values increase.

Case Study Examples

To demonstrate and test their validity, the preceding methods for assessing nitrate impacts were compared against the actual ground-water quality data for three California communities. All three of these communities rely on individual on-site systems for sewage disposal. In each case ground-water contamination by nitrates has been documented by extensive monitoring programs. The three communities reviewed here as case study examples are: (1) the Bolinas Mesa area in Marin County; (2) the Chico area in Butte County; and (3) the Baywood-Los Osos area in San Luis Obispo County (Figure 3).

Description of Study Areas

The general physical characteristics of the three study areas are summarized in Table 1. Background on the study sites is discussed below.

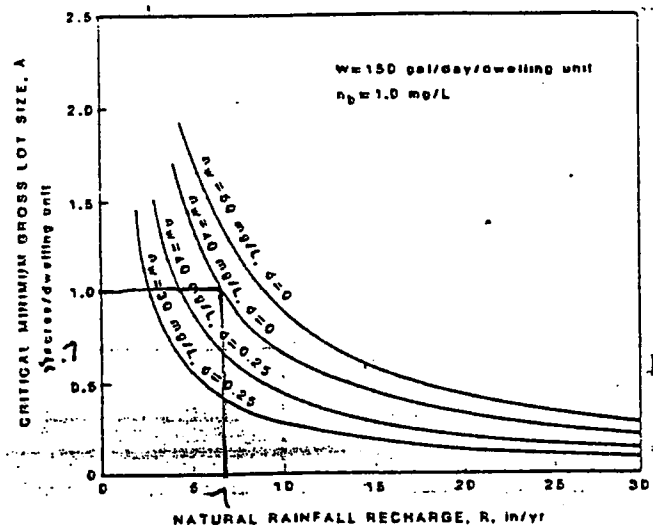


Fig. 2. Influence of effluent quality, denitrification, and rainfall recharge on critical lot size.

Results in approx. 7 ac/lot for 10 in./yr or 1 ac/lot for 7 in./yr

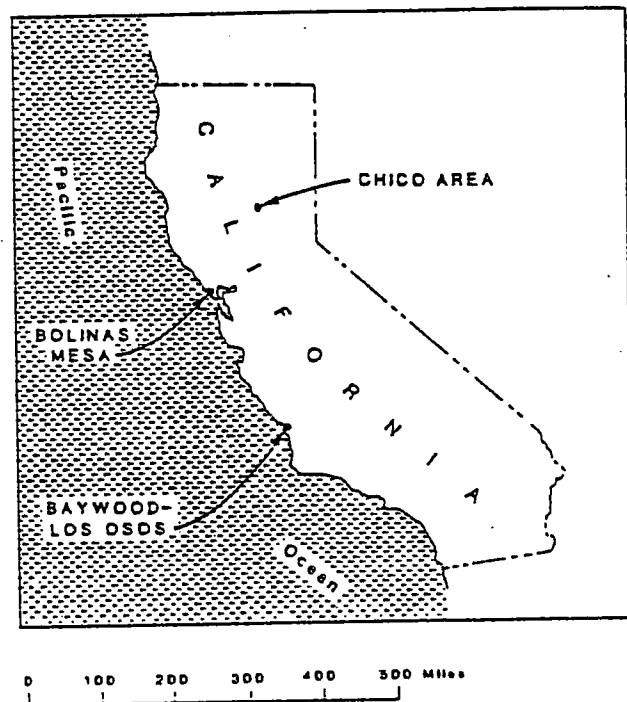


Fig. 3. Location of three case study communities in California.

Table 1. Physical Characteristics of the Case Study Areas

Characteristic	Bolinas Mesa area	Chico area	Baywood/Los Osos
Landform	Marine terrace	Valley floor	Coastal dune
Topography	0 to 5%	0 to 2%	3 to 5%
Soils	Sandy loam and sandy clay loam	Sandy loam	Loamy sands and sand
Depth to ground water (ft)	2 to 6	15 to 20	15 to 30
Average rainfall (in./yr)	30.9	22.5	20.0
Estimated rainfall recharge (in./yr)	14.4	16.8	12.0

Sources: see text.

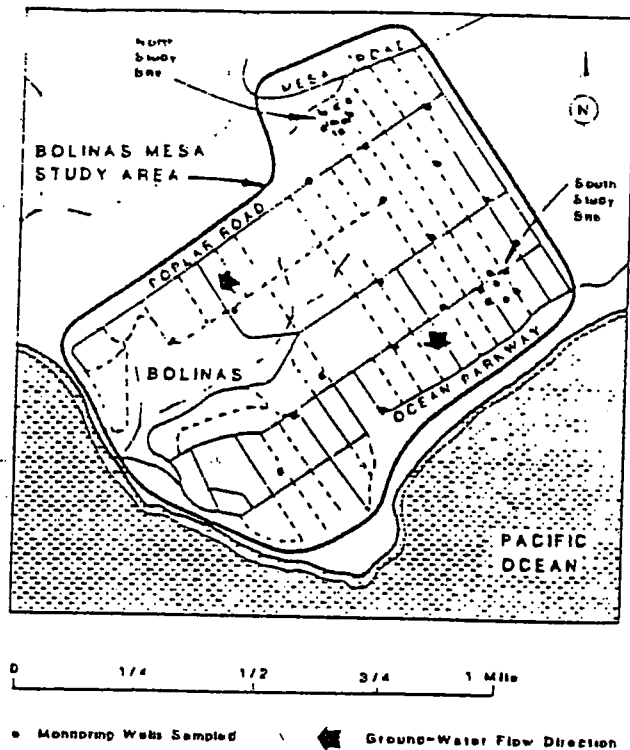


Fig. 4. Map of Bolinas Mesa study area.

Bolinas Mesa

The Bolinas Mesa area is a residential subdivision of approximately 240 acres located about 15 miles north of San Francisco. Initially created in the early 1900s, there are presently about 320 single family residences in the subdivision, on lots ranging from about 4,000 to 20,000 square feet in area (Figure 4). The subdivision occupies a coastal terrace, consisting of about 10 to 30 feet of sandy marine terrace deposits, overlying a gently sloping, relatively impermeable shale bedrock surface (Questa, 1987). Ground water collects in the terrace deposits as a result of local rainfall percolation, forming an unconfined water-table aquifer which varies from about five to 20 feet in saturated thickness. The water table fluctuates seasonally, rising typically to within two to four feet of ground surface during the winter months, and receding to depths of five to 10 feet or more during the summer and fall. The topography of the Bolinas Mesa is such that there are no streams or other significant sources of ground-water recharge that originate from outside of the immediate subdivision vicinity, making the study area relatively isolated from a hydrological perspective.

Chico Area

The Chico study area consists of approximately 4,550 acres (7.1 square miles) surrounding the City of Chico, located in the northern part of the Sacramento Valley (Figure 5). The city itself is served by a central sewage treatment facility, so it is not considered part of the study area. The area around the city consists of a mix of single and multifamily residential units and commercial development, with a density of approximately three dwelling units per acre

(CSWRCB, 1989). The Chico area is situated on recent alluvial fan materials derived from volcanic sediments and mudflows originating in the hills to the east of Chico (DWR, 1984). The alluvial deposits average about 40 to 50 feet in thickness and consist of unconsolidated cobbles, gravel and sand, and minor amounts of clay. These deposits support a shallow unconfined aquifer that is recharged directly by infiltration from precipitation, local runoff, and discharge from subsurface sewage disposal. Older alluvium immediately underlies the recent alluvium and extends to depths of nearly 450 feet. It is characterized mostly by thick clay layers and cemented sand and gravel. In this zone, ground water occurs mainly in thin uncemented sand and gravel lenses under semiconfined conditions, recharged by vertical leakage from the overlying recent alluvium and from incised streams east of Chico.

Baywood-Los Osos

The Baywood-Los Osos area is an unincorporated coastal community located west of the City of San Luis Obispo, immediately south of Morro Bay (Figure 6). The majority of the area was subdivided largely for residential development in the early 1900s but significant development did not occur until the 1950s. The area impacted by on-site sewage disposal systems comprises about 2,350 acres, with a present density of approximately two to two and a half dwelling units per acre, and typical lot sizes in the range of 5,000 to 10,000 square feet (CRWQCB, 1983). The Baywood-Los Osos community is situated in the western end of Los Osos Valley, in an area dominated by marine sediments and dune deposits (DWR, 1973; Zipp, 1979). The valley is believed to consist of a single, unconfined aquifer system with a few isolated confined areas. The primary aquifer consists of alluvium, sand dune deposits, and a thick underlying siltstone known as the Paso Robles Formation. The sand dune deposits are as much as 250 feet in thickness and, historically, this formation has served as the principal source of supply to pumping wells. The water table in the area occurs at depths ranging typically from 15 to 30 feet below ground surface.

Summary

Table 2 summarizes, for each of the three study areas, the development characteristics that are pertinent to the assessment of nitrate loading impacts. For Chico and Baywood-Los Osos the data and calculated quantities are shown for the respective study areas as a whole. For the Bolinas Mesa area, data are also shown for two smaller subareas within the overall study area which are labeled, respectively, the North and South study sites. This was possible because of the very site-specific data available for these two subareas. No similar subarea data were readily available for the Chico and Baywood-Los Osos study areas.

The overall land area and the number of dwelling units for each area were obtained from maps and published documents prepared by the various county and state agencies that have studied the respective areas. The density (dwelling units per acre) and average gross acreage per lot (acres per dwelling unit) were computed directly from the given figures

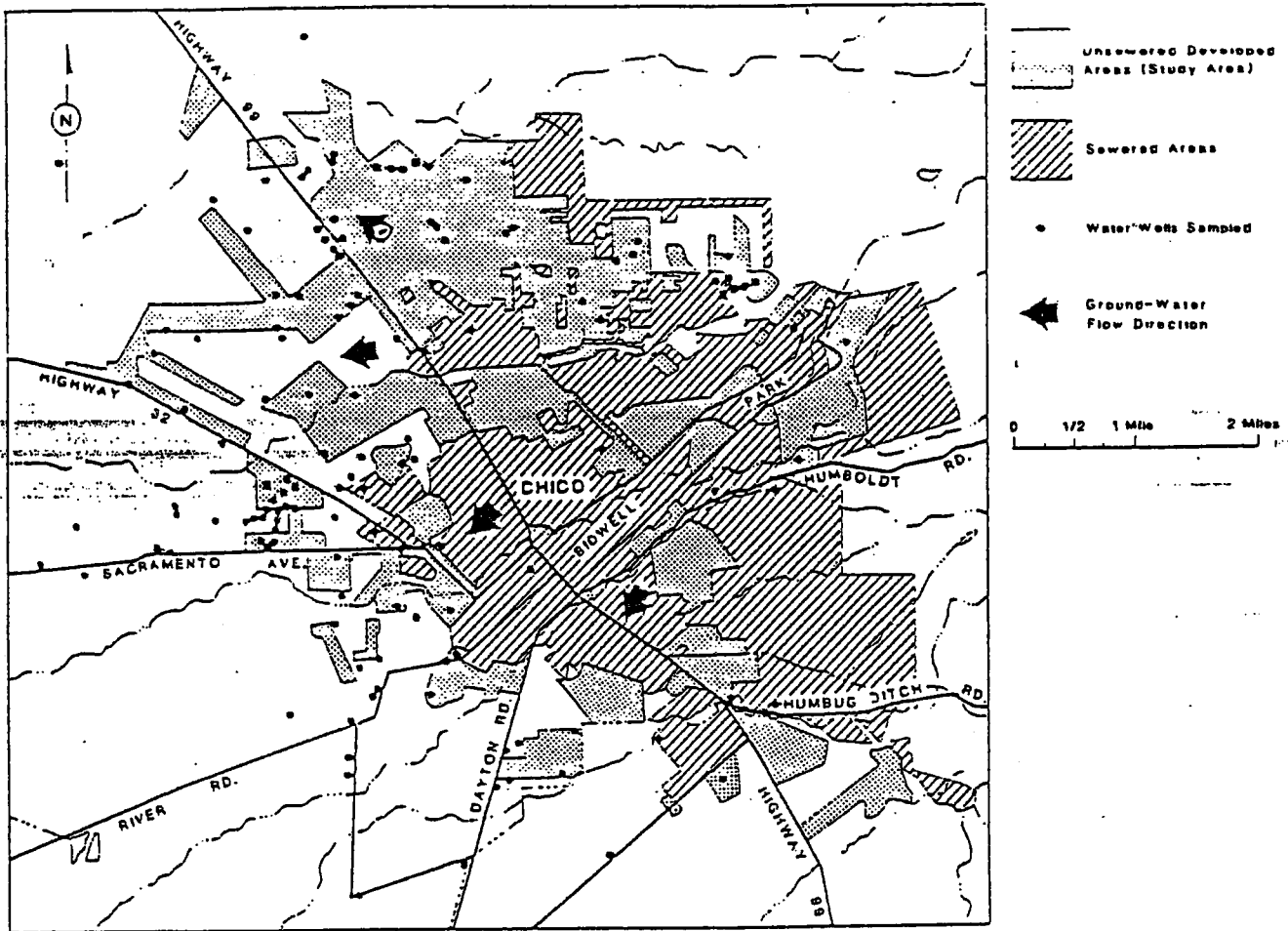


Fig. 5. Map of Chico study area.

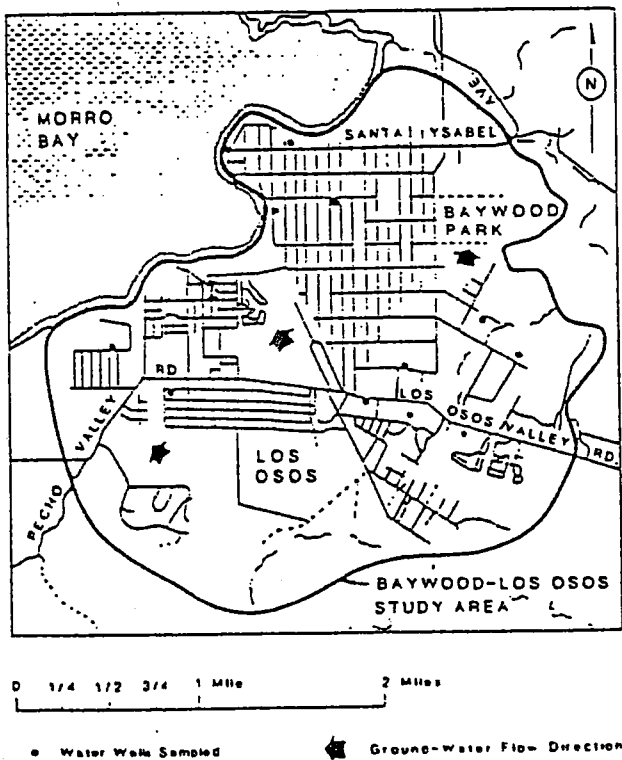


Fig. 6. Map of Baywood-Los Osos study area.

for land area and dwelling units. The waste-water loading (inches/year) reflects the discharge from all existing waste-water systems, averaged over the entire study area. An assumption of 150 gpd/DU was used for this calculation. The final entry expresses the waste-water loading, l , as a fraction of the annual rainfall recharge, R , for each study area (from Table 1).

Ground-Water Quality Data

In each of the three study areas, the effects of septic systems on ground-water quality have been a concern of the local health department and the respective California Regional Water Quality Control Board (there are nine such Regional Boards in California). As a result of these concerns, water quality sampling programs were conducted (DWR, 1984; CSWRCB, 1989; CRWQCB, 1983/84; Questa, 1987). Representative data compiled from these sampling programs are summarized in Table 3.

For the Bolinas Mesa area, some 30 ground-water monitoring wells were installed in the shallow marine terrace aquifer specifically for the purpose of monitoring septic system effects on ground waters. Well locations are shown on Figure 4. Samples were collected during the 1985-86 water year (October-September) and were analyzed for nitrate-nitrogen, ammonia, and total Kjeldahl nitrogen

Table 2. Development Characteristics of the Case Study Areas

Characteristic	Bolinás Mesa area			Chico area	Baywood/Los Osos
	North study site	South study site	Area wide		
Land area (acres)	2.75	1.72	240	4.550	2.350
No. of dwelling units (DU)	8	9	320	13.650	5.170
Density (DU/gross acre)	2.9	5.2	1.3	3.0	2.2
Gross average acreage per lot, A (acres)	0.34	0.19	0.69	0.33	0.45
Average waste-water loading over gross area, I (in./yr)	5.8	10.5	2.6	6.0	4.4
Relative waste-water loading, I/R	0.40	0.73	0.18	0.35	0.37

Sources: see text.

Table 3. Ground-Water Nitrate-Nitrogen Data Summary

Study area	Density of wells sampled (wells per acre)	No. of wells sampled	Total samples	Range of NO ₃ -N concentrations (mg/l)		
				Minimum	Mean	Maximum
Bolinás Mesa						
• North study site	2.55	7	21	1.5	11.7	64.9
• South study site	4.07	7	21	1.5	13.9	51.0
• Total area	0.125	30	58	0.7	5.3	64.9
Chico area	0.0286	130	289	0.0	9.6	40.6
Baywood-Los Osos						
• Upgradient wells	0.00511*	6	21	0.0	4.5	13.4
• Downgradient wells	0.00681*	8	32	0.0	10.4	40.0

*Based on estimated apportionment of total area.

Sources: See text.

(Questa, 1987). The monitoring wells representing conditions in the North and South study sites were sampled three times, and the others were sampled once. Table 3 shows the total nitrogen expressed as NO₃-N, assuming that the other forms of nitrogen, which occur in small quantities, will in time convert to nitrate within the ground water. These values were obtained by summing the nitrate-nitrogen and total Kjeldahl nitrogen data.

Nitrate-nitrogen data for the Chico area were obtained from the sampling of existing water-supply wells located within the defined study area, and drawing from the shallow ground-water zones. Well locations are shown on Figure 5. These data were obtained and reported by the California Department of Water Resources, Department of Health Services and Regional Water Quality Control Board during the period of 1984-1989 (DWR, 1984; CSWRCB, 1989).

The data shown for Baywood-Los Osos were obtained from a special monitoring study conducted by the California Regional Water Quality Control Board during 1983-1984 per year (CRWQCB, 1983/84). Samples were obtained quarterly from a network of wells completed in the upper aquifer; these included active water-supply wells and monitoring wells. The wells were distributed relatively uniformly

over the Baywood-Los Osos area, as shown on Figure 6. In comparison with the other two study areas, in the Baywood-Los Osos area a significantly larger fraction of the monitoring wells (6 out of 14) is upgradient of the major concentration of development; these wells are shown in the southeast quadrant of Figure 6. Therefore, the data are shown separately for the upgradient and downgradient group of wells. The downgradient wells would be expected to show the full effect of nitrate-nitrogen additions from the entire developed area.

Comparison with Predicted Values

The mean values for nitrate-nitrogen shown in Table 3 represent, for each of the study areas and subareas, the resultant concentration that may be compared with predicted values obtained from equation (1). A graphical plot of the mean nitrate-nitrogen data for the various areas is provided in Figure 7; for comparison with predicted values, the curves of Figure 1 are included.

As indicated, the observed values for all areas, except the upgradient wells for Baywood-Los Osos, fall within the envelope defined by the curves of predicted values. This

evidence of close correspondence between actual and predicted values confirms the validity of this method for estimating the area-wide nitrate effects on ground water from on-site sewage disposal systems.

With respect to the upgradient group of wells for Baywood-Los Osos, one would expect the nitrate-nitrogen concentration to be considerably less than that predicted by equation (1), because these wells are not affected by the majority of the development in the study area. This is borne out by the results in Table 3 and Figure 7, which show that the mean nitrate-nitrogen concentration in the upgradient wells is 43 percent of that observed in the downgradient wells.

Discussion

Factors to be considered when using the simplified mass balance method presented in this paper include the following:

1. The method incorporates only the vertical component of ground-water recharge, ignoring any dilution effects of lateral ground-water inflow from upgradient areas. From a planning and regulatory perspective, this is an appropriate, conservative (worst case) approach. One must consider that the nitrate-nitrogen concentrations in ground-water inflow from upgradient areas may also increase over time in response to waste-water loading or other land use activities in those areas, thus making unreliable any estimates of the degree of dilution due to lateral ground-water inflow. In circumstances where lateral ground-water inflow is determined to be significant and can be assigned a reliable constant long-term nitrate-nitrogen concentration, then the use of a mass balance model which includes such a lateral flow component, e.g., Wehrmann (1984), may be appropriate.

However, even in such cases, the vertical recharge from waste water and rainfall will tend to accumulate and remain in a layer at the water table, largely unaffected by lateral inflow. This is due to the slow vertical mixing that occurs in horizontal ground-water flow. Use of the methods in this paper will protect against nitrate-nitrogen concentrations in such upper layers exceeding safe limits.

2. The nitrate-nitrogen concentrations predicted by the methods of this paper are long-term values. First, the development of an area to its ultimate density and waste-water loading rates may take many years. Second, depending upon the thickness and nature of the unsaturated zone, the travel time of effluent to the water table could vary from days to years. Finally, where the vertical recharge of waste water and rainfall adds to ground water in deep aquifers having little lateral flow, deep mixing will be a long-term process. Such deep mixing could be caused by deep pumping wells, leakage to even deeper aquifers, and ground-water outflow.

3. The predictive equations are intended to be used to evaluate average, area-wide ground-water conditions. They do not yield results that can be applied to a single point, such as might be required for siting or protecting an individual well. This would entail a more detailed analysis of the areal and vertical distribution of nitrate-nitrogen in the ground water.

4. The simplified methods here do not explicitly account for other identifiable sources of nitrate-nitrogen, such as animal wastes and fertilizer applications. Livestock wastes contain very high levels of nitrogen which may be a significant contributor to ground-water nitrate-nitrogen concentrations, depending upon livestock densities, soil conditions, and waste handling practices. Wastes produced by a single horse, for example, contain twice as much nitrogen as that from a typical household. This potential source should be added to the mass balance analysis when considering areas where significant livestock populations exist or can be expected within the development area.

Lawn fertilizers contribute much less nitrate-nitrogen than do livestock. For typical residential subdivisions and rural communities, a reasonable assumption is that about 10 percent of the gross area is landscaped with turf that is fertilized. The nitrogen fertilizer rate for well-kept lawns is estimated by nurseries to be about 40 to 65 lbs per year per acre of turf. Typically, 50 to 75 percent of the applied nitrogen can be expected to be consumed by plant uptake and soil denitrification (WPCF, 1990). The resultant loading to ground water is then approximately in the range of 1 to 3 lbs per year per developed acre. For an assumed rainfall recharge rate of 12 inches/year, the resultant nitrate-nitrogen concentration from the leaching of fertilizer would be about 0.37 to 1.1 mg/l. In the simplified methods of this paper, this is considered to be substantially accounted for in the assumption of a background nitrate-nitrogen concentration of 0.5 to 1.0 mg/l. Where substantial portions of the site are devoted to turf, special accounting may need to be made for fertilizer nitrate-nitrogen contributions. Mass balance models by Tinker (1991) and the Center for Environmental Research (1985) incorporate a turf fertilizer component.

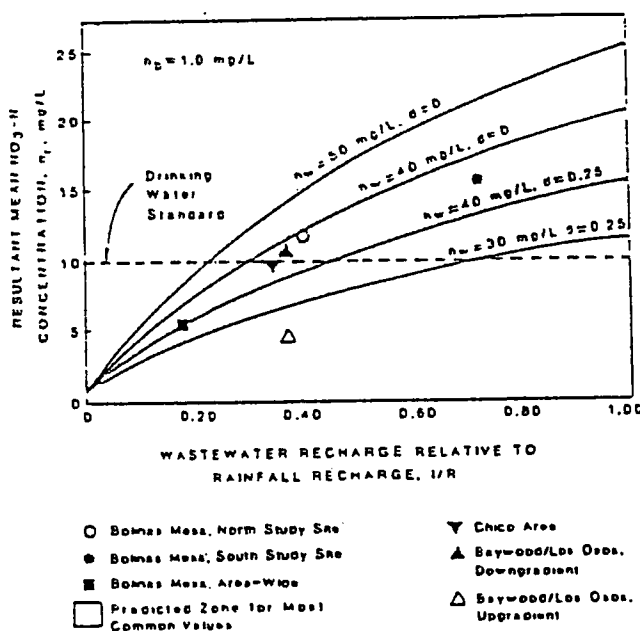


Fig. 7. Comparison of actual and predicted nitrate-nitrogen concentrations in ground water.

5. The curves of Figures 1 and 2 show the strong influence of the rainfall recharge component on the resultant nitrate-nitrogen concentration. The application of the methods presented in this paper and the reasonableness of the results are, therefore, limited by the accuracy with which the rainfall recharge fraction can be estimated or determined by the user. For best results, the user should perform a thorough water balance analysis using techniques such as those developed by the U.S.D.A. Soil Conservation Service (1964) or Thornthwaite and Mather (1955), or other information based on local studies.

Planning Applications

The nitrate assessment procedures outlined in this paper may have a number of land use and environmental planning applications. A principal advantage is the minimal requirement for data.

Zoning and Subdivision Proposals

Preliminary evaluation of potential water quality impacts is useful when broad land use planning decisions are being made. Computation of A or use of Figure 2 can provide an initial basis for determining appropriate development densities to assure protection of areal ground-water quality.

Residential subdivision proposals can be screened for potential long-term nitrate impacts by applying equations (1) and (2). The North Coast Regional Water Quality Control Board of California and several local health departments have adopted these procedures for this purpose. An indication of no potentially excessive nitrate build-up in ground water according to the analyses presented in this paper would obviate the need for further study. In the event that preliminary analyses indicate possible problems (e.g., planned development density exceeds $1/A$), further analyses might be required to define the ground-water system and potential effects more specifically. Also, mitigation measures and ground-water monitoring requirements may be formulated based on the preliminary nitrate predictions. Possible mitigation measures might include reducing development and sewage loading densities, incorporating nitrogen removal systems (Laak, 1982), or modifying the disposal system locations or design (Harkin et al., 1979).

Buildout in Existing Unsewered Areas

Continued buildout of certain existing development areas using on-site sewage disposal systems may pose significant long-term ground-water nitrate concerns. In cases where development density is approaching critical levels predicted by equation (2), then further analysis of possible localized problems and more complete study of the ground-water system is warranted. Ground-water monitoring may be used to verify the water quality concerns indicated by the predictive equations. The preliminary analyses using equations (1) and (2) provide a rational basis for the design of field monitoring programs. Specific mitigation measures, including modified design standards, might be appropriate for any additional development that would tend to aggravate observed ground-water quality problems.

Conclusions

The accumulation of nitrate in the upper saturated zone is a cumulative effect of on-site sewage disposal practices which has not been addressed by standard siting and design criteria. This paper presents a convenient method for estimating long-term increases in ground-water nitrate-nitrogen caused by on-site sewage disposal. The method is useful to practicing engineers and regulatory agencies for the general planning and evaluation of residential developments as well as for the site-specific design of on-site sewage disposal systems. This is evidenced by their adoption in parts of California.

The greatest potential for ground-water nitrate-nitrogen problems arises in areas of low rainfall recharge and high development density. The situation may be critical if local ground waters are used for domestic water supply. Existing communities and cluster developments using large, common septic tank disposal fields are also likely to be of significant concern because of the high concentration of waste-water disposal in a limited area. In newer developments, mandatory space requirements for roads, buildings, open space, etc., will sometimes keep the overall intensity of development and waste-water application below critical levels.

Comparison of predicted values with actual field sampling data for several case study locations in California confirms that the methods provide reasonable first approximations of nitrate-nitrogen effects in ground water from septic tank disposal fields. The agreement between predicted and observed values is sufficient to enable potential areas of concern to be identified, thus making the method an effective planning tool.

A promising application of these nitrate assessment procedures is for regulatory purposes. The limited data requirements and straightforward computations make the approach widely suitable for evaluation of zoning and land use plans, subdivision proposals, and continued development in unsewered areas. The need for mitigation measures, long-term monitoring, or more detailed site investigations can also be readily determined by use of these procedures.

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Notes in Soil Science

On-Site Sewage Disposal - Influence Of System Densities On Water Quality

Importance of Scale, Studies Concerned with OSDS Densities, Conclusion, List of References Cited, Crediting Information

This is one of a series of NOTES IN SOIL SCIENCE addressing behavior of effluent and effluent constituents during on-site sewage disposal. This NOTE is intended to give environmental health officials, soil scientists, consulting engineers, and others interested in the environmental impact of septic tanks a basic understanding of the influence of on-site sewage disposal system densities on water quality.

Many regulatory agencies controlling on-site sewage disposal system (OSDS) installations depend on setback distance requirements between wells and OSDSs, minimum percolation rates, and/or absorption field sizing requirements to provide adequate dilution and attenuation of chemical and biological contaminants and thus prevent contamination of ground water and drinking water supplies (Perkins, 1984; Yates, 1985). In order to comply with established distance requirements for separation of OSDSs and private water wells, lots must have a minimum linear dimension greater than the minimum setback distance. If a municipal or community water supply exists, minimum lot size is commonly decreased and may be limited only by the area necessary to locate the dwelling and its OSDS. Municipal water supplies may alleviate the concern for contamination of private water supply wells by OSDSs, but can result in increased contamination of local or regional ground water by allowing increased OSDS density. Population density ultimately determines the effluent load per unit of land area and hence the concentration of contaminants in ground water.

Importance of Scale

The apparent importance of OSDS density (i.e., the number of OSDSs per unit land area) depends in part on the geographic scale that one employs to examine the question. Gainesville Regional Utilities (GRU) (1986) used water budgets to show that the contribution of septic tanks to ground water recharge depends on the size of the area being considered. If one considers the 52,000-acre Gainesville urban area as a whole, septic tanks contribute roughly 10 percent of the total recharge to the shallow aquifer, with the remaining 90 percent coming mainly from downward infiltration of rainfall and irrigation water. GRU noted that, since the rate of recharge (~0.8 inches/year) is small compared to other inflows and outflows in the regional water budget, the potential for pollution from OSDSs regionally is low.

However, when a water budget was generated for an individual 0.4-acre lot, rather than for the region as a whole, the potential for pollution from the OSDS was higher. At this level of consideration, GRU calculated that an OSDS would contribute nearly 60 percent of the total recharge to the shallow aquifer. A typical OSDS would contribute roughly 12 inches/year to total recharge beneath a 0.4-acre

lot, and thus have a significant influence on the amount and quality of water reaching the shallow aquifer.

If one's interest were confined instead to the area immediately underneath the OSDS drainfield itself, the recharge rates from the OSDS could be of the order of several hundred inches/year, and thus overwhelm any other sources of groundwater recharge.

The GRU study gave some additional attention to the impact of OSDS densities on water quality (as opposed to quantity of recharge), by considering available data on the water quality of urban runoff. It was found that other urban pollution sources contribute more total loading, and are more significant than septic tanks, over the entire Gainesville urban area. On a localized basis, however, OSDSs would be expected to degrade shallow ground water significantly at densities of about 2 OSDSs/acre (0.5 acre/OSDS) or greater. These conclusions point up the importance of scale in evaluating OSDS densities. Average OSDS density in the Gainesville urban area is about 0.17 OSDS/acre (6 acres/OSDS). As shown above, however, if the entire urban area were made up of 0.4-acre lots served by OSDSs, roughly 60 percent of recharge to the shallow aquifer across the 52,000-acre area would come from OSDSs. Concern regarding the impact of OSDSs would be heightened in comparison with the concern generated at the current average density.

The Florida Department of Environmental Regulation (1979) determined county-wide OSDS densities for the forty-one counties in Florida that were not included in designated Section 208 planning areas. The number of OSDSs in each county was obtained from either 1970 census data (U.S. Department of Commerce, 1970) updated with data from the Florida Department of Health and Rehabilitative Services (1979), or from survey estimates submitted by county sanitarians, whichever was larger. Land areas were adjusted to developable land acreages by excluding wildlife management areas, national parks, wildlife refuges, etc. On-site sewage disposal system density ranged from 0.303 OSDSs/acre (3.3 acres/OSDS) in Monroe County to 0.0057 OSDSs/acre (175 acres/OSDS) in Hamilton County. These densities are below those recommended by Betz (1975), Holzer (1975), Peavy and Brawner (1979), and Starr and Sawney (1980) to prevent deterioration of ground water by OSDSs. These counties, however, generally represent the rural areas of the state and lack major population centers. Considerably higher county-wide OSDS densities exist in Dade, Broward, and Hillsborough counties, and probably in other areas as well. The Florida Department of Environmental Regulation (1979) identified Duval, St. Johns, Dixie, Marion, Lake, Highlands, Indian River, Martin, and Monroe Counties as areas in the non-designated Section 208 regions where OSDSs may impact ground water quality, based on OSDS density and septic tank soil suitability ratings (Soil Conservation Service, 1978) for the soil associations found in the counties. Some of the counties identified by the Florida Department of Environmental Regulation as having a potential to contaminate ground water are located in high recharge areas for the Floridian aquifer (Stewart, 1980), and therefore may have particularly high potential for affecting water quality.

Studies Concerned with OSDS Densities

Several researchers across the U.S. have studied the influence of OSDS densities on water quality. Studies have involved actual measurements and/or computer modeling. Results are summarized in the following paragraphs.

Woodward et al. (1961) reported a correlation between rural population density and well contamination near Coon Rapids, Minnesota. An area with a population density of 0.54 persons/acre (7.4 acres/OSDS) had two percent of its private water wells contaminated with nitrate, while an area with a population density of 2.7 persons/acre (1.5 acres/OSDS) had more than 29 percent of its

private water wells contaminated with nitrate.

Miller (1972, 1975) recommended that house lot size requirements in Delaware be increased from 0.5 acre to 2.0 acres after a water quality survey indicated that 25 percent of the water wells in the shallow water table aquifer had nitrate-nitrogen concentrations of 4.5 mg/liter (twice background levels). Nitrate-nitrogen concentrations in ground water from areas with well drained soils and lot sizes ranging from 0.25 to 0.5 acres were as high as 31 mg/liter.

Walker et al. (1975a, 1973b) estimated that a maximum allowable OSDS density of 2 OSDSs/acre (0.5 acre/OSDS) would be necessary to insure ground water dilution of nitrate-nitrogen to concentrations below 10 mg/liter (the EPA standard) in loamy sand soils at four sites in Wisconsin. Nitrate contributions from OSDS effluent to ground water in sands were estimated to be approximately equal to those from natural sources (i.e., rainfall and decomposition of organic matter) when one OSDS was located on six acres of land.

Morrill and Toler (1973) indicated that the contribution of OSDS to dissolved solids load or to soluble salt concentrations in streams draining seventeen small drainage basins near Boston, Massachusetts could be predicted on the basis of OSDS density. OSDS density ranged from 0 to 900 OSDSs/square mile (0.7 acre/OSDS). In the range of housing densities observed, the dissolved solids concentration in stream flow was found to increase by 10 to 15 mg/liter per 100 houses per square mile.

Pitt (1974) and Pitt et al. (1975) monitored ground water quality near Homestead, Florida in an area with OSDS densities of 4 OSDSs/acre (0.25 acre/OSDS) and 1 OSDS/acre (1 acre/OSDS). Slightly higher concentrations of sodium, total coliforms, fecal coliforms, and fecal streptococci were detected in ground water at the higher OSDS density.

Geraghty and Miller (1978) collected 865 ground water samples from 54 wells on Long Island, New York and correlated nitrate concentration with OSDS density. A nitrate-nitrogen concentration in ground water of 10 mg/liter or more was detected in fifty percent of the ground water samples when OSDS density exceeded 2.8 OSDSs/acre (0.36 acre/OSDS). Where densities were less than 1.25 OSDSs/acre (0.8 acre/OSDS), less than ten percent of the ground water samples contained nitrate-nitrogen concentrations of 10 mg/liter or more.

Konikow and Bredhoeft (1978) developed a computer simulation model to evaluate the effects of OSDS density on water quality of the Rio Grande alluvial aquifer in New Mexico. They concluded that steady state levels of nitrate in ground water may not be reached for many decades, and that the effect of lot size on nitrate concentrations in ground water is not necessarily a linear function. Predicted nitrate-nitrogen concentrations of ground water after 10 years of OSDS effluent applications in the Rio Grande Valley were 60 mg/liter below 0.25 acre house lots and 35 mg/liter under 1.2 acre house lots. Nitrate concentration in ground water was dependent on lot size, ground water mixing, street orientation with respect to ground water flow direction, and ground water velocity.

Ford et al. (1980) reported that nitrate contamination of ground water was associated with increased housing density in unsewered residential areas of Jefferson County, Colorado. Contamination of ground water with nitrate-nitrogen concentrations exceeding 20 mg/liter was associated with OSDS densities exceeding 1 OSDS/acre and with well setback distances of 100 ft or less.

Duda and Cromartie (1982) and Everette (1982) related closure of shellfish harvesting beds to

density of OSDSs along the coast of North Carolina. They examined the bacteriological quality of surface water from tidal estuaries and tributary freshwater creeks with different OSDS densities in four coastal watersheds. No industrial or point-source discharges were located in the watersheds, and all residential developments utilized OSDSs. The watersheds ranged in size from 0.2 to 1.35 square miles. On-site sewage disposal system density ranged from 0.08 to 0.52 OSDSs/acre (12.5 to 1.9 acres/OSDS). A highly significant correlation was found between bacterial levels in surface water and increasing density of OSDSs. On-site sewage disposal system densities greater than 0.17 OSDSs/acre (5.9 acres/OSDS) resulted in closure of shellfish harvesting beds in the watersheds examined. Forty-five to seventy percent of the OSDSs were estimated to be located in soils with severe limitations for on-site sewage disposal.

Trela and Douglas (1978) developed a model to estimate OSDS density which would prevent nitrate-nitrogen concentrations in ground water from exceeding 10 mg/liter below sandy soils in the New Jersey Pine Barrens. The minimum land area or lot size was 0.2 acre per capita, or 0.8 acre per household, assuming a family of four.

Brown (1980) and Tatem and Lee Associates, Inc. (1983) modified the model proposed by Trela and Douglas (1978) and calculated a minimum land area or lot size needed to prevent nitrate-nitrogen concentration in ground water from exceeding 10 mg/liter. Brown (1980) determined that a minimum land area of 0.34 acres/OSDS was necessary in Texas. Tatem and Lee Associates, Inc. (1983) calculated that a land area of 0.25 acres/capita or 1 acre/OSDS was necessary to achieve the same result in Delaware.

Holzer (1975), Peavy and Brawner (1979), and Starr and Sawhney (1980) recommended that OSDS density should not exceed an average of one system per acre (1 acre/OSDS) on well drained soils, and Olivieri et al. (1981) suggested that maximum overall OSDS density should be one OSDS per 1.4 acres (1.4 acre/OSDS) in order to maintain high-quality ground water and protect public health.

Bauman and Schaefer (1985) employed a simplified model and sensitivity analysis to show that potential for ground water contamination with nitrate depends heavily on OSDS densities along with several other factors. These other factors include hydraulic conductivity of the aquifer and gradient of the ground water (which influence velocity of ground water), natural rates of recharge to the ground water, and concentrations of effluent nitrate reaching the ground water. Areas with high velocities of ground water flow have greater dilution of nitrate than areas with low velocities. Sensitivity analysis showed ground water nitrate levels increasing with increasing densities, with a particularly high rate of increase at densities above about 0.7 OSDS/acre (1 to 1.5 acres/OSDS). In "high velocity" ground water systems (e.g., where saturated hydraulic conductivity of the aquifer is 0.01 cm/sec and gradient, or slope, of the water table is 0.01), lot sizes of less than one acre may cause no pollution with nitrate. On the other hand, "low velocity" systems (e.g., where saturated hydraulic conductivity is 0.001 cm/sec and gradient is 0.001) may have nitrate levels in excess of drinking water standards with lot sizes of 5 acres or even greater.

Russell and Axon, Inc. (1979, 1980) studied potential health hazards in the Loxahatchee River Environmental Control District (southeast Martin County and northeast Palm Beach County, Florida). They estimated that, in part of the study area, densities greater than 2 units/acre (0.5 acre/OSDS) were exceeding the assimilative capacity of the shallow aquifer and thus causing ground water contamination.

Harkin et al. (1979) indicated that nineteen mound systems monitored in Wisconsin supplied considerably less nitrate to ground water than did conventional OSDSs, due to enhanced nitrification

in the mounds and subsequent denitrification in the underlying anaerobic soil. Harkin et al. (1979) calculated that mound system densities of greater than 1.3 mounded OSDSs/acre (0.8 acre/mounded OSDS) would be necessary to reach an overall nitrate-nitrogen concentration of 10 mg/liter in ground water.

Kaplan (1987) provided a brief commentary on some of the pitfalls in modeling the effects of OSDS densities on water quality. He pointed out that oversimplification may limit the usefulness of some mathematical models. For example, a model might show that an area as a whole does not suffer from nitrate pollution from OSDSs, even though some individual wells within the area might in fact be affected.

A high proportion of the above studies have used nitrate and other chemicals as the key variables in estimating acceptable OSDS densities. Few models exist that include computation of the behavior of bacteria and viruses, which generally are the more important causes of waterborne diseases (Yates, 1985). In one such study, Yates et al. (1986) used geostatistics and measured decay rates of MS-2 coliphage in ground water from 71 drinking water supply wells to estimate setback requirements necessary to protect ground water in a 26 by 16 km (16 by 10 mi.) area in Arizona. They found wide variations in survival times of viruses in water from the different wells, due mainly to different temperatures of ground water at the various well sites. This phenomenon, along with variations in hydraulic gradient and hydraulic conductivity throughout the study area, resulted in wide variations in the setbacks required between OSDSs and drinking water wells. Setback distances thus generated ranged from 15 m (49 ft) to over 150 m (490 ft).

The Leon County Public Health Unit (1987) and several other agencies studied poor OSDS performance in a subdivision of dominantly 1/4-acre lots. Water quality seemed not to have been reduced by OSDS practices in the subdivision, but hydraulic failure rates of OSDSs were high, even for soils that would ordinarily be considered well suited for OSDSs. The failures were found to be due to the artificial elevation of the water table by high housing densities and a sheetflow type of stormwater collection system, which together put more water into smaller areas of land than would naturally be available for infiltration.

Research currently underway on behalf of the Environmental Health Program Office, Florida HRS, is aimed in part at assessing the environmental impact of various OSDS densities under the different hydrogeologic conditions that exist around the state. It is hoped that the effort will improve understanding of the environmental risks associated with differing OSDS densities in soils and geologic strata that vary in permeability, in ability to retard movement of contaminants to groundwater, in tendency to move and disperse contaminants in groundwater, and in other inherent attributes that influence contaminant transport.

Conclusion

Several studies employing measurements and/or modeling have demonstrated a positive correlation between water contamination and OSDS density. Most of the studies estimated that the minimum lot size necessary to ensure against contamination is roughly one-half to one acre. Some studies, however, found that lot sizes in this range or even larger would cause contamination of ground or surface water.

Most studies of density have been confined in scope to nitrate related phenomena, and most were done in climatic/soil/geologic conditions different from those of Florida. Additional research is necessary to improve estimates of appropriate densities for the various soil, water table, geologic, and

hydrologic conditions that exist in Florida.

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Credits

This fact sheet is one a series of NOTES IN SOIL SCIENCE addressing on-site sewage disposal, and draws heavily on a major literature review entitled "Impact of On-Site Sewage Disposal Systems on Surface and Ground Water Quality" (Bicki et al., 1984). Inquiries as to the availability of that report should go to Mr. Eanix Poole, Director, Environmental Health Program Office, 1317 Winewood Blvd., Tallahassee., FL 32301 (904-488-4070; SUNCOM 278-4070).

For further information regarding the scientific literature on soils and on-site sewage disposal, contact Randy Brown at the address and phone number indicated below.

Prepared by:

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OVERVIEW

Permitted Mobile Food Units in Washoe County, Nevada

- Total of 131 units (40 applications submitted in 2009 alone) – these do not account for most of the units that participate in special events.
- Seasonal variations, but usually have somewhere between 100 – 120 units.
- Pushcarts – Approx. 10
- Trucks – Approx. 121
- Complaints we receive regarding permitted mobile food units may be up slightly, but are generally not significantly greater when compared to the number of complaints that we receive for other subtypes (deli, restaurant, bar, etc.). Complaints related to illegal operations, however, are significant.

Complaints

- 2007 – 42 out of 516 general food complaints related to illegal vendors (8%).
- 2008 – 43 out of 398 general food complaints related to illegal vendors (11%).
- 2009 (YTD) – 26 out of 186 general food complaints related to illegal vendors (14%).
- Most of the complaints we receive tend to be related to trucks/cars operating without permits and wooden carts. We have seen diversification in the complaints received, however, with more related to tent w/table operations, shopping carts and people operating from their private residences (including sit down and delivery type set-ups).

Public Health Significance

- Over the last couple of years, we have seen an increase in the number of complaints regarding possible food borne illness associated with eating foods that were not prepared in approved, permitted facilities.
- There tends to be no food safety or personal hygiene awareness associated with most of the illegal mobile food operations we encounter.
- The population serviced by these illegal operations tends to have less access to health care and are therefore more susceptible to disease.

How prevalent is it?

- We have validated complaints involving people advertising homemade food (tamales, e.g.) on their personal vehicles to selling food out of the backs of their vehicles (trucks and cars).
- We have validated complaints that people are selling homemade food that was ordered and delivered to places such as the county complexes (courthouse, senior center and the building we are in today).
- As recently as last weekend, at least 14 illegal operations were observed at five separate locations. We have information indicating that at least 10 other trucks are operating without permits and suspect that there are at least 20 wooden carts working numerous neighborhoods, parks and apartment complexes on a regular basis.

Current Enforcement Activities

- We have adopted a policy that includes the issuance of Notices of Violation as well as the condemnation of food when necessary (most food is voluntarily discarded by the operator). Depending on the situation, cease and desist orders may be issued as well. The policy does provide for the issuance of citations under certain circumstances, but this enforcement activity presents many unique challenges.
- Although it hasn't met for quite some time, we have made efforts to coordinate with members of other agencies through a "mobile food" task force. We have also met with representatives from the Hispanic Chamber of Commerce.
- More recently, we have made more direct contact with permitted operators who have provided us significant information on illegal vendor activities. This has allowed us to better understand what we are dealing with and to begin the process of developing strategies for sustaining a consistent enforcement effort.
- Getting units and operators permitted. We do have some success with this, however, most carts do not meet minimum construction standards which limits our ability to work with the operators.

Things we have learned

- Obviously a complex issue involving public health, sociopolitical, administrative and cultural issues. Each violation tends to have unique circumstances that must be evaluated in the field – makes consistent enforcement a challenge.
- Many of the people we address in the field tend to be "pawns" – they don't say much and are typically associated with someone running things from afar. They also tend to be illegal.
- They consider any food we condemn to be a cost of doing business – they accept that we will catch up to them once in a while.
- Our enforcement activities appear to keep the honest operators honest, but don't necessarily act as a deterrent for the violators.
- There are loose associations with other illegal operators and they tend to join together by protecting each others interests when we start putting on the heat.

Challenges

- Staffing and coordination issues w/other agencies – limited resources and there is a lot of weekend/after hour activity.
- Conflicting ordinances/regulations
- Bi-lingual issues
- Some you can work to permit, some you can't
- Very mobile and very weary – somewhat coordinated
- These illegal operations obviously don't play by any rules.



WASHOE COUNTY HEALTH DISTRICT AIR QUALITY MANAGEMENT DIVISION



Public Health
Prevent. Promote. Protect.

Date: June 25, 2009

To: District Board of Health

From: Andrew Goodrich, Director, Air Quality Management

Re: Monthly Report for Air Quality Management

Agenda Item: 13.D.

The enclosed Air Quality Management Division Report is for the month of May 2009 and includes the following sections:

- Air Quality**
- Monitoring Activity**
- Planning Activity**
- Permitting Activity**
- Compliance/Inspection Activity**
- Enforcement Activity**

DBOH AGENDA ITEM # 13.D.

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Director's Report

May 2009

Washoe County Green Team - *Preserving Our Resources, Sustaining Our Future.*

The Air Quality Management Division is proud to be participating as a lead member of the Washoe County Green Team (GT). The GT was formed a little over a year ago as a virtual department of the County with the adopted mission statement of "To ensure environmentally responsible practices are a core consideration in Washoe County by providing the coordination, information, and support necessary to promote a sustainable future." Besides the AQMD, regular members of the GT include Environmental Health Services of the Health District, several divisions of Public Works, Purchasing, Community Development, the Manager's Office, Water Resources, Flood Management, and the Library. The individuals representing these departments are doing so voluntarily and are personally motivated to improve the sustainability of the county in both its operations and at large.

Over the year, the GT has participated in several events such as Washoe County Conservation Day and Earth Day. The team has also developed a list of green action items for possible implementation by the County. Perhaps most importantly, the County has joined 500+ other cities and counties across the nation in becoming a member of the International Council for Local Environmental Initiatives, or ICLEI. The ICLEI has provided us with the needed structure and critical milestones to achieve. The first task is to develop a greenhouse gas emission inventory; and we are well underway with this project. Once that milestone is complete we can set emission reduction targets and begin to implement strategies to meet those goals. All of us on the GT are looking forward to a "greener" Washoe County.

Andy Goodrich, Director

AIR QUALITY COMPARISON FOR MAY

Air Quality Index Range	# OF DAYS MAY 2009	# OF DAYS MAY 2008
GOOD 0 to 50	28	27
MODERATE 51 to 100	3	4
UNHEALTHY FOR SENSITIVE GROUPS 101 to 150	0	0
UNHEALTHY 151 to 200	0	0
VERY UNHEALTHY 201 to 300	0	0
TOTAL	31	31

Air Quality

HIGHEST AQI NUMBER BY POLLUTANT

POLLUTANT	MAY 2009	Highest for 2009	MAY 2008	Highest for 2008
CARBON MONOXIDE (CO)	8	37	11	32
OZONE 8 hour (O3)	61	74	56	140
PARTICULATES (PM _{2.5})	23	48	37	211
PARTICULATES (PM ₁₀)	31	94	56	167

For the month of May, there were no exceedances of Carbon Monoxide, Particulate Matter, or Ozone standards at any of the monitoring stations. The highest Air Quality Index (AQI) value reported for the month of May was sixty-one (61) for Ozone. There were thirty-one (31) days in the month of May where the Air Quality was in the good range, and three (3) days the Air Quality fell into the moderate range.

Duane Sikorski, Air Quality Supervisor

Monitoring Activity

Daily monitoring operational, quality assurance, data submission and network upgrade activities continued throughout the month with no major issues.

Staff is in the process of preparing the 2008 Annual Network Review for submission to Region 9 on June 1st as well as the 2008 Northern California Wildfires Exceptional Events Case anticipated for submission to Region 9 on June 18th.

Duane Sikorski, Air Quality Supervisor

Planning Activity

The final 24-hour PM₁₀ Redesignation Request and Maintenance Plan (Plan) was adopted by your Board in May. After approval of the May DBOH meeting minutes in June, the Plan will be forwarded to NDEP for submission to EPA.

Staff attended the NDOT Bicycle and Pedestrian Conference on May 20th and 21st in Stateline to acquire the latest technology and planning information for incorporation into future local regional transportation plans and the implementation of bicycle and pedestrian infrastructure.

Additionally, staff is in the early stages researching and developing of a county-wide green-house gas emissions inventory and will be developing the next (2008) triennial emissions inventory for submission to EPA by June of 2010.

Duane Sikorski, Air Quality Supervisor

Permitting Activity

TYPE OF PERMIT	2009		2008	
	MAY	YTD	MAY	ANNUAL TOTAL
Renewal of Existing Air Permits	152	577	123	1302
New Authorities to Construct	4	38	6	81
Dust Control Permits	8 (74 acres)	49 (672 acres)	23 (142 acres)	195 (3012 acres)

Wood Stove Certificates	16	68	23	170
WS Dealers Affidavit of Sale	11 (9 replacements)	60 (40 replacements)	7 (5 replacements)	250 (145 replacements)
WS Notice of Exemptions	287 (19 stoves removed)	1646 (82 stoves removed)	321 (14 stoves removed)	3729 (139 stoves removed)

Asbestos Assessments	79	318	98	856
Asbestos Removal Notifications	31	101	45	322

Staff reviewed thirty-nine (39) sets of plans submitted to the Reno, Sparks or Washoe County Building Departments to assure the activities complied with Air Quality requirements.

Staff conducted seventy (70) stationary source renewal inspections and fifty-six (56) gas station inspections in May 2009. Staff also conducted inspections on asbestos removal and construction/dust projects.

Compliance/Inspection Activity

Permitting/Enforcement
Activity

The 2nd annual dust seminar was held on June 10th at AGC. The seminar was well attended by industry, consultants, and general contractors. Topics included re-vegetation techniques, dust palliative applications, alternative products, a dust study update, and a special presentation by Mr. John Brock (US EPA Enforcement Division). Staff will continue the ongoing education efforts to help industry comply with the local dust regulation. Many thanks to AGC for the use of their facilities.

AQMD staff, in conjunction with Nevada Small Business Development, will be making a presentation to the dry cleaners later this month regarding the ultimate phase out of perchloroethylene. Staff will be inquiring about the feasibility of available "alternative green products" in lieu of the use of "perc" (a toxic air contaminant), and will be developing a draft regulation for consideration by the District Board of Health in early fall.

Noel Bonderson, Air Quality Supervisor

Enforcement Activity

COMPLAINTS	2009*		2008		
	MAY	YTD	MAY	YTD	Annual Total
Asbestos	2	8	1	10	21
Burning/Smoke	0	3	1	4	12
Dust	7	43	25	144	229
Gas Station/Oxy Fuel	0	0	0	1	0
Miscellaneous	0	4	1	6	12
Odor	4	11	4	8	31
Painting (spray painting)	0	0	0	5	8
Permit Violation	0	3	1	7	20
TOTAL	13	59	33	185	334
NOV'S	MAY	YTD	MAY	YTD	Annual Total
Warnings	0	4	1	10	16
Citations	0	3	1	15	27
TOTAL	0	7	2	25	43

* Discrepancies in totals between Monthly Reports can occur because of data entry delays.

Notices of Violation (NOVs):

There were no Notice of Violations (NOVs) issued in May 2009.

June 16, 2009



DBOH AGENDA ITEM NO. 13.F.

DISTRICT HEALTH DEPARTMENT

TO: Members, District Board of Health

FROM: Mary A. Anderson, MD, MPH, FACPM

SUBJECT: District Health Officer's Report

After the concentrated efforts we have devoted to adapting to reduced spending targets, adjusting for personnel retirements and reassignments, testifying on legislation which would affect public health practice, and responding to the first declared pandemic in 40 years, I am pleased to report that we have achieved a level of success and improved stability in all of these areas.

A(H1N1) Presentations

At the request of Dr. Amy Khan, I provided an update on the status of A(H1N1) at the June meeting of the Washoe County Medical Society (WCMS) boards and commissions. There was considerable interest in the issue of school closure and the decision-making process used when cases of the illness were confirmed among school children. Dr. Khan and I serve as co-chairs of the Public Health Commission.

At the invitation of the Sparks City Council, Dr. Randall Todd and I will provide an update on A(H1N1) issues for their meeting on June 22, 2009. I will provide a verbal report if there are any significant developments that occur as a result of that briefing.

Academic Partnerships

We have promoted an increased emphasis on partnerships with the University of Nevada, Reno and other academic institutions. As reported in the past, the public health workforce is aging and retiring. In addition to promoting research relevant to improving public health practice, we believe that partnerships with academe represent important opportunities to encourage students to consider careers in public health.

Currently, we have an MPH student from Columbia University working on various projects under the guidance of Dr. Lei Chen. Upon Institutional Review Board (IRB) approval, we plan on supporting a research effort by an MPH candidate at UNR who proposes to conduct an anonymous survey on antibiotic usage habits.

Mary A. Anderson, MD, MPH, FACPM
District Health Officer

DBOH AGENDA ITEM # 13.F

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WASHOE COUNTY IS AN EQUAL OPPORTUNITY EMPLOYER
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In This Issue:

- ◆ Novel Influenza A (H1N1) Virus Infection in Humans
- ◆ Which Patients Should be Tested for Novel Influenza A (H1N1) Virus?
- ◆ Exclusion from School or Child Care & Closure of Mendive MS
- ◆ Antiviral Treatment & Chemoprophylaxis Recommendations for Novel H1N1 Influenza

Novel Influenza A (H1N1) Virus Infection in Humans

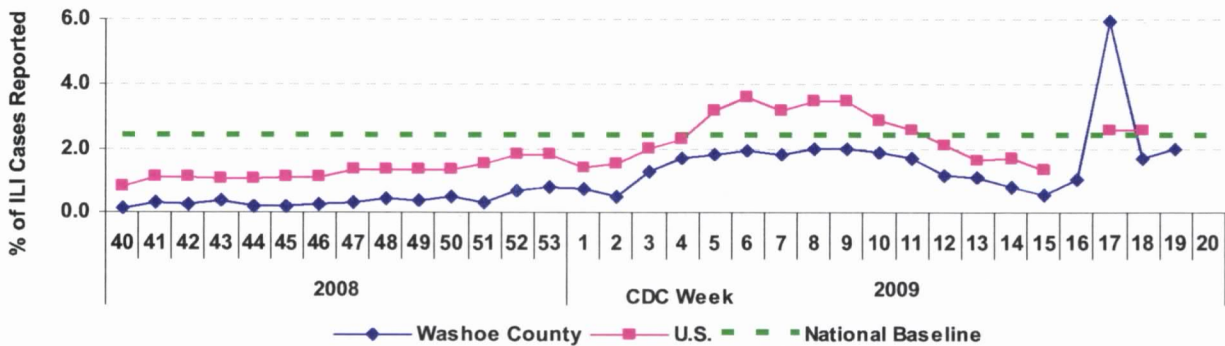
As of May 21, 2009, CDC has reported 5,764 laboratory-confirmed cases of human H1N1 influenza in 48 states in the U.S. Washoe County now has 20 confirmed cases. Laboratory-confirmed cases of human H1N1 influenza have been reported in other jurisdictions in Nevada, including Carson City, Clark and Lyon counties. Interim guidance and updated case counts are available on the CDC website at: <http://www.cdc.gov/swineflu/whatsnew.htm>.

The proportion of patients seen with influenza-like-illness (ILI) by sentinel providers in Washoe County is provided below. ILI activity peaked at 5.9% during CDC week #17 (week ending 05/02/09) and returned to below the

national baseline the following week, but has not yet returned to pre-novel H1N1 levels. Seasonal influenza continues to circulate in the community. In the four weeks since novel H1N1 was initially identified in the U.S. (weeks 16 through 19, weeks ending 04/25/09 through 05/16/09, the following lab confirmed influenza cases have been reported in addition to the novel H1N1 cases:

- 1 Influenza A H1 (seasonal influenza)
- 27 Influenza A H3 (seasonal influenza)
- 13 Influenza A (subtype unknown, rapid test)
- 57 Influenza B
- 2 Influenza (type unknown, rapid test)

Figure 1: Proportion of Patients Seen with ILI by Sentinel Physicians, Washoe County, 2008-2009 Influenza Season



Which Patients Should be Tested for Novel Influenza A (H1N1) Virus?

Certain groups may have atypical presentations including infants, elderly and persons with compromised immune systems. **Priority for testing includes persons who have an acute febrile respiratory illness or sepsis-like syndrome and:**

- 1) require hospitalization, or
- 2) are at high-risk for severe disease.

Currently, insufficient data are available to determine who is at higher risk for complications of novel influenza A (H1N1) virus infection. Thus, at this time, the same age and risk groups who are at higher risk for seasonal influenza complications should also be considered at higher risk for swine-origin influenza complications.

Groups at higher risk for seasonal influenza complications include:

- ◆ Children less than 5 years old;
- ◆ Persons aged 65 years or older;
- ◆ Children and adolescents (less than 18 years) who are receiving long-term aspirin therapy and who might be at risk for experiencing Reye syndrome after influenza virus infection;
- ◆ Pregnant women;

- ◆ Adults and children who have chronic pulmonary, cardiovascular, hepatic, hematological, neurologic, neuromuscular, or metabolic disorders;
- ◆ Adults and children who have immunosuppression (including immunosuppression caused by medications or by HIV);
- ◆ Residents of nursing homes and other chronic-care facilities.

The following upper respiratory specimens are appropriate to test for novel H1N1 influenza virus:

- ◆ nasopharyngeal swab or aspirate,
- ◆ nasal swab plus a throat swab,
- ◆ nasal wash, or
- ◆ tracheal aspirate.

Testing for novel H1N1 influenza is available through the Nevada State Public Health Laboratory. **Not all persons with suspected novel influenza (H1N1) infection need to have the diagnosis confirmed, especially if the person resides in an affected area (as is the case with Washoe County) or if the illness is mild.** Clinicians should use their clinical judgment in addition to

this guidance to decide when to test for novel influenza A (H1N1). Persons who perform nasal and tracheal aspirate collections on ill persons require appropriate personal protective equipment (see the CDC website at:

http://www.cdc.gov/h1n1flu/guidelines_infection_control.htm). Additional testing information is available at: <http://www.cdc.gov/h1n1flu/specimenscollection.htm>.

Exclusion from School or Child Care and Closure of Mendive Middle School

As this outbreak has evolved, Washoe County Health District (WCHD) has worked closely with the Washoe County School District (WCSD) to determine the most effective control measures to implement in order to prevent further spread of this disease. Initial exclusion guidelines were implemented on April 30, 2009 and subsequently updated on May 15, 2009. The current exclusion guideline is as follows:

Students, faculty or staff who develop influenza-like-illness (ILI) should stay home and not attend school or child care programs, or go into the community except to seek medical care for at least 7 days even if symptoms resolve sooner. Students, faculty and staff who are still sick 7 days after they become ill should continue to stay home from school and child care programs until at least 24 hours after symptoms have resolved.*

**Definition of influenza-like-illness (ILI): Fever (a measured temperature ≥ 100 degrees F, oral or equivalent) with cough OR sore throat. A measured temperature must be taken.*

Students, faculty or staff who develop a febrile illness which does not meet the definition of ILI should follow WCSD's routine protocol regarding exclusion.

Students who meet the above criteria for exclusion and are excluded, but return with an alternative diagnosis from their physician, will be evaluated by WCSD Student Health Services on a case-by-case basis before return to school.

Even though symptoms may resolve earlier than seven days, WCSD has been asked to enforce the seven day exclusion for students with ILI (fever + cough &/or sore throat) in accordance with CDC recommendations. Only those students with a physician diagnosis that definitively rules out influenza will be allowed to return to school earlier than the recommended seven days.

The decision to close Mendive Middle School with a scheduled reopen date of May 26, 2009, was a joint decision between the Washoe County School District, Washoe County Health District and Nevada State Health Division. This decision specific to Mendive Middle School was made based on the following information:

- ◆ An elevated number of students absent for medical reasons.
- ◆ An elevated number of ILI among absent students.
- ◆ Five confirmed cases of novel H1N1 among students.

Antiviral Treatment & Chemoprophylaxis Recommendations for Novel H1N1 Influenza

For antiviral treatment of novel influenza (H1N1) virus infection, either oseltamivir or zanamivir are recommended. Clinical judgment is an important factor in treatment decisions. Persons with suspected novel H1N1 influenza who present with an uncomplicated febrile illness typically do not require treatment unless they are at higher risk for influenza complications. Treatment is recommended for:

1. All hospitalized patients with confirmed, probable or suspected novel influenza (H1N1).
2. Patients who are at higher risk for seasonal influenza complications (see page 1).

If a patient is not in a high-risk group and is not hospitalized, healthcare providers should use clinical judgment to guide treatment decisions, and when evaluating children should be aware that the risk for severe complications from seasonal influenza among children younger than 5 years old is highest among children younger than 2 years old. Many patients who have had novel influenza (H1N1) virus infection, but who are not in a high-risk group have had a self-limited respiratory illness similar to typical seasonal influenza. For most of these patients, the benefits of using antivirals may be modest. Therefore, testing, treatment and chemoprophylaxis efforts should be directed primarily at persons who are hospitalized or at higher risk for influenza complications.

Once the decision to administer antiviral treatment is made, treatment with zanamivir or oseltamivir should be initiated as soon as possible after the onset of symptoms. Evidence for benefits from antiviral treatment in studies of seasonal influenza is strongest when treatment is started within 48 hours of illness onset. However, some studies of oseltamivir treatment of hospitalized patients with seasonal influenza have indicated benefit, including reductions in mortality or duration of hospitalization even for patients whose treatment was started more than 48 hours after illness onset. Recommended duration of treatment is five days. Antiviral doses recommended for treatment of novel H1N1 influenza virus infection in adults or children 1 year of age or older are the same as those recommended for seasonal influenza (See Table 1, next page). Oseltamivir use for children <1 year old was recently approved by the U.S. Food and Drug Administration (FDA) under an Emergency Use Authorization (EUA), and dosing for these children is age-based (see Tables 2 and 3, next page).

Note: Since Washoe County continues to have seasonal influenza activity, clinicians may prefer to use either zanamivir or a combination of oseltamivir and rimantadine or amantadine to provide adequate empiric treatment or chemoprophylaxis for patients who might have seasonal human influenza A (H1N1) virus infection (in the absence of laboratory-confirmation of novel H1N1 influenza in their patient).

Table 1: Antiviral medication dosing recommendations for treatment or chemoprophylaxis of novel A (H1N1) infection.

Agent, group		Treatment	Chemoprophylaxis
Oseltamivir			
Adults		75-mg capsule twice per day for 5 days	75-mg capsule once per day
Children ≥ 12 months	15 kg or less	60 mg per day divided into 2 doses	30 mg once per day
	15-23 kg	90 mg per day divided into 2 doses	45 mg once per day
	24-40 kg	120 mg per day divided into 2 doses	60 mg once per day
	>40 kg	150 mg per day divided into 2 doses	75 mg once per day
Zanamivir			
Adults		Two 5-mg inhalations (10 mg total) twice per day	Two 5-mg inhalations (10 mg total) once per day
Children		Two 5-mg inhalations (10 mg total) twice per day (age, 7 years or older)	Two 5-mg inhalations (10 mg total) once per day (age, 5 years or older)

Table 2: Dosing recommendations for antiviral treatment of children younger than 1 year* using oseltamivir.

Age	Recommended treatment dose for 5 days
<3 months	12 mg twice daily
3-5 months	20 mg twice daily
6-11 months	25 mg twice daily

Table 3: Dosing recommendations for antiviral chemoprophylaxis of children younger than 1 year* using oseltamivir.

Age	Recommended prophylaxis dose for 10 days
<3 months	Not recommended unless situation judged critical due to limited data on use in this age group
3-5 months	20 mg once daily
6-11 months	25 mg once daily

* Healthcare providers should be aware of the lack of data on safety and dosing when considering oseltamivir use in a seriously ill young infant with confirmed novel (H1N1) influenza virus infection or who has been exposed to a confirmed novel (H1N1) influenza case, and carefully monitor infants for adverse events when oseltamivir is used. Additional information on oseltamivir for this age group can be found at: [Swine Flu: Emergency Use Authorization \(EUA\) of Medical Products and Devices \(http://www.cdc.gov/h1n1flu/eua/\)](http://www.cdc.gov/h1n1flu/eua/).

For antiviral chemoprophylaxis of novel (H1N1) influenza virus infection, either oseltamivir or zanamivir are recommended. Duration of antiviral chemoprophylaxis *post-exposure* is 10 days after the last known exposure to novel (H1N1) influenza. The indication for post-exposure chemoprophylaxis is based upon close contact with a person who is a confirmed, probable or suspected case of novel influenza A (H1N1) virus infection during the infectious period of the case.

The infectious period for persons infected with the novel influenza A (H1N1) virus is assumed to be similar to that observed in studies of seasonal influenza. With seasonal influenza, studies have shown that people may be able to transmit infection beginning one day before they develop symptoms to up to 7 days after they get sick. Children, especially younger children, might potentially be infectious for longer periods. However, for this guidance, the *infectious period* is defined as one day before until 7 days after the case's onset of illness.

If the contact occurred with a case whose illness started more than 7 days before contact with the person under consideration for antivirals, then chemoprophylaxis is not necessary.

For *pre-exposure* chemoprophylaxis, antiviral medications should be given during the potential exposure period and continued for 10 days after the last known exposure to a person with novel (H1N1) influenza virus infection during the cases infectious period. Oseltamivir can also be used for chemoprophylaxis under the EUA for children less than 1 year of age (see Table 3).

Post exposure antiviral chemoprophylaxis with either oseltamivir or zanamivir can be considered for the following:

1. Close contacts of cases (confirmed, probable, or suspected) who are at high-risk for complications of influenza
2. Health care personnel, public health workers, or first responders who have had a recognized, unprotected close contact exposure to a person with novel (H1N1) influenza virus infection (confirmed, probable, or suspected) during that person's infectious period. Information on appropriate personal protective equipment is available at:

http://www.cdc.gov/h1n1flu/guidelines_infection_control.htm.