

**WASHOE COUNTY
DISTRICT BOARD OF HEALTH**

Matt Smith, Chairman
Kitty Jung, Vice Chairman
George Furman, MD
Councilman Dan Gustin
Denis Humphreys, OD
Councilwoman Julia Ratti

ANNOTATED AGENDA

Meeting of the
DISTRICT BOARD OF HEALTH
Building B

South Auditorium
1001 East Ninth Street
Reno, Nevada

June 23, 2011

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 Washoe County Health District 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 23, 2011 Meeting (action)	APPROVED AS AMENDED
5. Approval/Additions/Deletions to the Minutes of the May 26, 2011 Meeting (action)	APPROVED

6. Recognitions and Proclamations

A. Years-of-Service

1. Yann Ling-Barnes – AQM – 10 Years
2. Gerry Gage – AQM – 10 Years

B. Excellence in Public Service – Essentials of High Performing Teams and Essentials of Personal Effectiveness Certificate Program

1. Rebecca Gonzales

C. Retroactive Approval of Proclamation in Recognition of REMSA for EMS Week – Week of May 15th (action)

D. Recognition of District Board of Health Member

1. Dr. Amy Khan

E. Retirements

1. Doug Coulter, Supervising Engineer – EHS – 30 Years
2. Chris Ralph, Environmental Engineer – AQM – 26 Years
3. Duane Sikorski – Air Quality Supervisor – AQM – 8 Years

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. Great Basin Ready Mix Inc. – Case No. 1063, NOV No. 4835 (action)

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

1. Retroactive Approval of District Board of Health Chairman's Acceptance of Amendment #1 to Subgrant Award from the Nevada Department of Health and Human Services, Health Division to Increase the Total Funding Amount from \$98,819 to \$292,556 in Support of the Immunization Program, IO 10028 for the Period of January 1, 2011 to December 31, 2011 (action)
2. Ratification of Interlocal Agreement Between the Washoe County Health District and Washoe County through its Department of Juvenile Services to Provide Consultative and Clinical Support Services for the Period Upon Ratification through June 30, 2012, Unless Extended by the Mutual Agreement of the Parties, with Automatic Renewal for Two Successive One-Year Periods for a Total of Three Years on the Same Terms Unless Either Party Gives the Other Written Notice of Nonrenewal at Least Sixty Days Prior to June 30 of Each Year (action)
3. 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 Community Health Sciences Students to Engage in Practical Application of Classroom Instruction in a Public Health Agency Environment for the Period Upon Approval of the Board of Regents and the Washoe County District Board of Health through June 30, 2012, Unless Extended by the Mutual Agreement of the Parties, with Automatic Renewal for Two Successive One-Year Periods for a Total of Three Years on the Same Terms Unless Either Party Gives the Other Written Notice of Nonrenewal at Least Sixty Days Prior to June 30 of Each Year (action)

YEARS-OF-SERVICE

YANN LING-BARNES – 10 YEARS
GERRY GAIGE – 10 YEARS

EXCELLENCE IN PUBLIC SERVICE – ESSENTIALS of HIGH PERFORMING TEAMS – ESSENTIALS of PERSONAL EFFECTIVENESS CERTIFICATE PROGRAM

REBECCA GONZALES

PROCLAMATION – RECOGNITION of REMSA NATIONAL EMS WEEK

JIM GUBBELS, REMSA

DBOH MEMBER

CONTINUED TO JULY

RETIREMENTS

DOUG COULTER – 30.5 YEARS
CHRIS RALPH – 26.5 YEARS
DUANE SIKORSKI – 8 YEARS

UPHELD, \$1,000 FINE LEVIED

APPROVED

APPROVED

APPROVED

- | | |
|---|----------|
| 4. Ratification of Interlocal Agreement Between 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 for the Period Upon Approval of the Board of Regents and the Washoe County District Board of Health through June 30, 2012, Unless Extended by the Mutual Agreement of the Parties, with Automatic Renewal for Two Successive One-Year Periods for a Total of Three Years on the Same Terms Unless Either Party Gives the Other Written Notice of Nonrenewal at Least Sixty Days Prior to June 30 of Each Year (action) | APPROVED |
| 5. 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 \$2,000 Per Year to Provide a Faculty Physician to Serve as a Consultant on Pediatric Tuberculosis Cases for the Period of July 1, 2011 through June 30, 2012, Unless Extended by Mutual Agreement of the Parties; the Agreement will be Automatically Renewed for Two Successive One-Year Periods for a Total of Three Years on the Same Terms Unless Either Party Give the Other Written Notice of Nonrenewal at Least Sixty Days Prior to June 30 of Each Year (action) | APPROVED |
| 6. Ratification of Interlocal 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 for the Period Upon Approval of the Washoe County District Board of Health and the Washoe County School District through June 30, 2012, Unless Extended by the Mutual Agreement of the Parties, with Automatic Renewal for Two Successive One-Year Periods for a Total of Three Years on the Same Terms Unless Either Party Gives the Other Written Notice of Nonrenewal at Least Sixty Days Prior to June 30 of Each Year (action) | APPROVED |
| 7. 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., in the Total Amount of \$2,700 Per Year to Provide Laboratory Director Services for the Period of July 1, 2011 through June 30, 2012, Unless Extended by the Mutual Agreement of the Parties, with Automatic Renewal for Two Successive One-Year Periods for a Total of Three Years on the Same Terms Unless Either Party Gives the Other Written Notice of Nonrenewal at Least Sixty Days Prior to June 30 of Each Year (action) | APPROVED |
| 8. Ratification of Interlocal Agreement Between the Washoe County Health District and the Board of Regents of the Nevada System of Higher Education on Behalf of the University of Nevada School of Medicine to Provide Community and Clinical Public Health Opportunities for School of Medicine Residents During Their Preceptorship Experience for the Period Upon Approval of all Parties through June 30, 2011, Unless Extended by Mutual Agreement of the Parties, with Automatic Renewal for Two Successive One-Year Periods for a Total of Three Years on the Same Terms Unless Either Party Gives the Other Written Notice of Nonrenewal at Least Sixty Days Prior to June 30 of Each Year (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. (MSAN) in the Total Amount Not to Exceed \$11,300 Annually in Support of Male Sterilization Procedures for the Period of July 1, 2011 through June 30, 2012, Unless Extended by the Mutual Agreement of the Parties, with Automatic Renewal for Two Successive One-Year Periods for a Total of Three Years on the Same Terms Unless Either Party Gives the Other Written Notice of Nonrenewal at Least Sixty Days Prior to June 30 of Each Year (action) | APPROVED |

<p>D. Donation</p> <p>1. Recommended Approval of Donation of Equipment (Travel IR) to Sparks Fire Department with a Current Market Value Estimated at \$17,500 (action)</p>	<p>WITHDRAWN</p>
<p>E. Approval to Utilize Funds from the Washoe County Health District/Environmental Oversight Account for the Purchase of the Following:</p> <p>1. HazMat ID 3 Year Partnership Program with 360 Upgrade in the Amount of \$15,000 from Smiths Detection; and</p> <p>2. RespondeR RCI Partnership Package in the Amount of \$40,000 from Smiths Detection</p> <p>3. Approval to Authorize the Administrative Health Services Officer to Issue Payment from the Environmental Oversight Account in the Total Amount Not to Exceed \$55,000 (action)</p>	<p>PRESENTED</p> <p>APPROVED</p>
<p>8. Air Pollution Control Hearing Board Cases – Appealed to the District Board of Health</p> <p>A. No Cases This Month</p>	
<p>9. Regional Emergency Medical Services Authority</p> <p>A. Review and Acceptance of the Operations and Financial Report for May 2011 (action)</p> <p>B. Update of REMSA's Community Activities Since May 2011</p>	<p>ACCEPTED</p>
<p>10. Review and Acceptance of the Monthly Public Health Fund Revenue and Expenditure for May 2011 (action)</p>	<p>ACCEPTED</p>
<p>11. Update – Fiscal Year 12 Budget with Possible Direction to Staff (action)</p> <ul style="list-style-type: none"> • Project Accounting Sheets 	<p>ACCEPTED</p> <p>PRESENTED</p>
<p>12. Public Hearing – Washoe County District Board of Health Regulations Governing Solid Waste Management</p> <p>A. Presentation and Discussion of Additions, Amendments, and Deletions to the Washoe County District Board of Health Regulations Governing Solid Waste Management;</p> <p>B. Section 020.010 (Adoption, Addition or Amendment of Regulations); Section 020.030 (Petitions to Appeal); Section 020.040 (Variances); Section 020.095 (Application for Variance); Section 020.100 (Variance Hearing); Section 020.105 (Variance: Action by the District Board of Health); Section 020.110 (Decision by District Board of Health); Section 020.115 (Compliance with Variance); Section 020.120 (Notice of Violation); Section 020.125 (Citation); Section 020.130 (Contents of Citation); Section 020.135 (Signature on Citation); Section 020.150 (Failure to Comply); Section 020.160 (Penalties); Section 020.165 (Severability); Section 030.005 (Solid Waste Management Systems – Approval by Health Authority); Section 030.016 (Load Screening of Waste); Section 030.020 (Placement of Solid Waste in Surface or Groundwater Prohibited); Section 030.035 Placement of Solid Waste in Seasonal Watercourse; Section 030.041 (Establishment of Salvage Yard – Health Authority Approval Required); Section 030.045 (Treatment of Solid Waste Requires Permit to Operate); Section 030.050 (Treatment of Solid Waste Requires an Approved Operations Plan); Section 030.057 (Asbestos Disposal – Waste Release Permit Required); Section 030.090 (Open Burning); Section 030.102 (Tanks and Drums); Section 030.105 (Waste Vehicle Tires); Section 030.110 (Waste Oils); Section 030.115 (Street/Parking Lot Sweepings); Section 030.120 (Liquid Waste/Biosolids/Sludge/Special Wastes); Section 030.137 (Requirements for Disposal of Sludge and Untreated Sewage); Section 030.145 (Pesticide Containers); Section 030.150 (Dead Animals); Section 030.156 (Manure); Section 030.157 (Manure as a Soil Amendment); Section 030.158 (Manure Used in Composting); Section 030.159 (Manure Prohibited as Fill Material); Section 030.160 (Dog/ Cat Feces Prohibited as Fertilizer); Section 030.175 (Special Events); Section 030.184 (Waste Release Permit); Section 030.185 (Waste Release Permit Required for Waste Generated in Washoe County); Section 030.230 (Waste Release Permit for Land Disposal Only); Section 040.032 (Storage Time for Solid Waste in Remote Communities); Section 040.115 (Construction</p>	<p>PRESENTED</p>

- and Demolition Waste); Section 040.165 (Biohazardous Wastes); Section 040.170 (Salvage Yard Wastes); Section 050.015 (Responsibilities of Transporter of Solid Waste); Section 050.090 (Time Frame for Removal of Solid Waste); Section 050.125 (Waste as Property of Person Generating It); Section 050.130 (Waste as Property of Waste Collector); Section 050.145 (Illegal Dumping); Section 050.150 (Criminal and Civil Penalties for Illegal Dumping)
- B. Recommendation to Approve and Adopt Additions, Amendment and Deletions to the Washoe County District Board of Health Regulations Governing Solid Waste Management **(action)**
13. Public Hearing - Washoe County District Board of Health Regulations Governing Public Bathing Places and Public Spas
- A. Additions of Section 010 (Definitions); Section 020 (Public Swimming Pool and Spa Operator Requirements); and Section 030 (Enforcement Actions)
- B. Recommendation to Approve and Adopt Additions to the Washoe County District Board of Health Regulations Governing Public Bathing Places and Public Spas **(action)**
14. Public Hearing - Washoe County District Board of Health Regulations Governing Air Quality Management
- A. Revisions to Section 030.905 (Sources Requiring Part 70 Permits); and Section 010.1303 Definitions – Regulated Air Pollutant)
- B. Recommendation for Approval and Adoption of the Revisions to the Washoe County Regulations Governing Air Quality Management **(action)**
15. Acceptance of the Final Report - Washoe County Health District – 2011 Legislative Bill Tracking **(action)**
16. Presentation of and Recommendation for Approval the Washoe County Health District's Application to the Voluntary National Retail Food Regulatory Program Standards Grant Opportunity **(approval)**
17. Approval of Expenditures of Travel Funds for Ms. Jung to Attend the National Association of Local Boards of Health Conference in Coeur d'Alene, Idaho, September 7 – 9, 2011 **(action)**
18. Discussion and Possible Appointment of the At-Large Physician Member Appointed by the District Board of Health from July to Complete the Unexpired Term of Dr. Amy Khan – January 2011 through December 31, 2014
- A. Dr. George Hess
- B. Dr. Troy Ross
- C. Dr. John J Cassani
- D.. Appointment of the At-Large Physician Member by the District Board of Health to Complete the Unexpired Term of Dr. Amy Khan – July 2011 through December 31, 2014 **(action)**
19. 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** – Community Impact of 2011 Bike to Work/School Week (May 14 – 20, 2011); Washoe County ACHIEVE Initiative: Draft Healthy Food Plan; HIV Prevention "Stand Up, Get Tested" Advertising Campaign
- C. **Director, Environmental Health Services** – Collaboration with Other Agencies; Vector; Special Events; Safe Drinking Water Act
- D. **Director, Air Quality Management** - Monthly Report of Air Quality Activities, Permitting Activities, Compliance/Inspection Activity, and Enforcement Activity
- E. **Administrative Health Services Officer** – Washoe County District Health Emergency Medical Services Program; Technology Services Activities
- APPROVED AND ADOPTED
- CONTINUED TO JULY 28, 2011
- PRESENTED
- APPROVED AND ADOPTED
- ACCEPTED
- APPROVED TO PROCEED
- APPROVED
- APPOINTMENT OF DR. GEORGE HESS – JULY 2011 THROUGH DECEMBER 31, 2014
- PRESENTED

F. District Health Officer – 2010/2011 Legislative Sessions; Human Resources; Communication; Washoe County Community Activities; District Board of Health Information and Resources

- 20. Board Comment – Limited to Announcements or Issues for Future Agendas
- 21. Adjournment **(action)**

COMMENTS PRESENTED

ADJOURNED

NOTE: Items on the agenda without a time designation may not necessarily be considered in the order in which they appear on the agenda.
Disabled members of the public who require special accommodations or assistance at the meeting are requested to notify Administrative Health Services in writing at the Washoe County Health District, PO Box 11130 Reno, NV 89520-0027 or by calling (775) 328-2416.

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Councilwoman Julia Ratti

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|----------------|---|-----------|
| 1:00 PM | 1. Call to Order, Pledge of Allegiance Led by Invitation | Mr. Smith |
| | 2. Roll Call | Ms. Smith |
| | 3. Public Comment (3 minute time limit per person) | Mr. Smith |
| | 4. Approval/Deletions to the Agenda for the June 23, 2011 Meeting (action) | Mr. Smith |
| | 5. Approval/Additions/Deletions to the Minutes of the May 26, 2011 Meeting (action) | Mr. Smith |

6. Recognitions and Proclamations Mr. Smith
- A. Years-of-Service
 - 1. Yann Ling-Barnes – AQM – 10 Years
 - 2. Gerry Gage – AQM – 10 Years
 - B. Excellence in Public Service – Essentials of High Performing Teams and Essentials of Personal Effectiveness Certificate Program
 - 1. Rebecca Gonzales
 - C. Retroactive Approval of Proclamation in Recognition of REMSA for EMS Week – Week of May 15th **(action)**
 - D. Recognition of District Board of Health Member
 - 1. Dr. Amy Khan
 - E. Retirements
 - 1. Doug Coulter, Supervising Engineer – EHS – 30 Years
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- 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.
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 - 1. Recommendation to Uphold Citations Unappealed to the Air Pollution Control Hearing Board Mr. Bonderson
 - a. Great Basin Ready Mix Inc. – Case No. 1063, NOV No. 4835 **(action)**
 - 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
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 - C. Budget Amendments / Interlocal Agreements
 - 1. Retroactive Approval of District Board of Health Chairman's Acceptance of Amendment #1 to Subgrant Award from the Nevada Department of Health and Human Services, Health Division to Increase the Total Funding Amount from \$98,819 to \$292,556 in Support of the Immunization Program, IO 10028 for the Period of January 1, 2011 to December 31, 2011 **(action)**
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- D. Donation
1. Recommended Approval of Donation of Equipment (Travel IR) to Sparks Fire Department with a Current Market Value Estimated at \$17,500 (action)
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1. HazMat ID 3 Year Partnership Program with 360 Upgrade in the Amount of \$15,000 from Smiths Detection; and
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 11. Update – Fiscal Year 12 Budget with Possible Direction to Staff (action) Dr. Iser
 - Project Accounting Sheets Ms. Coulombe
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 - A. Presentation and Discussion of Additions, Amendments, and Deletions to the Washoe County District Board of Health Regulations Governing Solid Waste Management;
 - B. Section 020.010 (Adoption, Addition or Amendment of Regulations); Section 020.030 (Petitions to Appeal); Section 020.040 (Variances); Section 020.095 (Application for Variance); Section 020.100 (Variance Hearing); Section 020.105 (Variance: Action by the District Board of Health); Section 020.110 (Decision by District Board of Health); Section 020.115 (Compliance with Variance); Section 020.120 (Notice of Violation); Section 020.125 (Citation); Section 020.130 (Contents of Citation); Section 020.135 (Signature on Citation); Section 020.150 (Failure to Comply); Section 020.160 (Penalties); Section 020.165 (Severability); Section 030.005 (Solid Waste Management Systems – Approval by Health Authority); Section 030.016 (Load Screening of Waste); Section 030.020 (Placement of Solid Waste in Surface or Groundwater Prohibited); Section 030.035 Placement of Solid Waste in Seasonal Watercourse; Section 030.041 (Establishment of Salvage Yard – Health Authority Approval Required); Section 030.045 (Treatment of Solid Waste Requires Permit to Operate); Section 030.050 (Treatment of Solid Waste Requires an Approved Operations Plan); Section 030.057 (Asbestos Disposal – Waste Release Permit Required); Section 030.090 (Open Burning); Section 030.102 (Tanks and Drums); Section 030.105 (Waste Vehicle Tires); Section 030.110 (Waste Oils); Section 030.115 (Street/Parking Lot Sweepings); Section 030.120 (Liquid Waste/Biosolids/Sludge/Special Wastes); Section 030.137 (Requirements for Disposal of Sludge and Untreated Sewage); Section 030.145 (Pesticide Containers); Section 030.150 (Dead Animals); Section 030.156 (Manure); Section 030.157 (Manure as a Soil Amendment); Section 030.158 (Manure Used in Composting); Section 030.159 (Manure Prohibited as Fill Material); Section 030.160 (Dog/ Cat Feces Prohibited as Fertilizer); Section 030.175 (Special Events); Section 030.184 (Waste Release Permit); Section 030.185 (Waste Release Permit Required for Waste Generated in Washoe County); Section 030.230 (Waste Release Permit for Land Disposal Only); Section 040.032 (Storage Time for Solid Waste in Remote Communities); Section 040.115 (Construction

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 C. **Director, Environmental Health Services** – Collaboration with Other Agencies; Vector; Special Events; Safe Drinking Water Act Mr. Sack
 D. **Director, Air Quality Management** - Monthly Report of Air Quality Activities, Permitting Activities, Compliance/Inspection Activity, and Enforcement Activity Mr. Dick
 E. **Administrative Health Services Officer** – Washoe County District Health Emergency Medical Services Program; Technology Services Activities Ms. Coulombe
 F. **District Health Officer** – 2010/2011 Legislative Sessions; Human Resources; Communication; Washoe County Community Activities; District Board of Health Information and Resources Dr. Iser
20. Board Comment – Limited to Announcements or Issues for Future Agendas Mr. Smith
21. Adjournment (action) Mr. Smith

F. District Health Officer – 2010/2011 Legislative Sessions; Human Resources; Communication; Washoe County Community Activities; District Board of Health Information and Resources

Dr. Iser

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

Mr. Smith

21. Adjournment (action)

Mr. Smith

NOTE: Items on the agenda without a time designation may not necessarily be considered in the order in which they appear on the agenda.
Disabled members of the public who require special accommodations or assistance at the meeting are requested to notify Administrative Health Services in writing at the Washoe County Health District, PO Box 11130 Reno, NV 89520-0027 or by calling (775) 328-2416.

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 Board Room - Health Department Building
 Wells Avenue at Ninth Street

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WASHOE COUNTY DISTRICT BOARD OF HEALTH MEETING
JUNE 23, 2011

PRESENT: Mr. Matt Smith, Chairman; Commissioner Kitty Jung; Vice Chair; George Furman, MD; Councilman Dan Gustin; Denis Humphreys, OD; Councilwoman Julia Ratti (arrived at 1:15pm)

ABSENT: None

STAFF: Dr. Joseph Iser; District Health Officer; Eileen Coulombe, Administrative Health Services Officer; Bob Sack, Director, Environmental Health Services; Kevin Dick, Director, Air Quality Management; Steve Kutz, Acting Director, Community and Clinical Health Services; Patsy Buxton, Fiscal Compliance Officer; Lori Cooke, Fiscal Compliance Officer; Jeanne Rucker, Environmental Health Specialist Supervisor; Tony Macaluso, Environmental Health Specialist Supervisor; Stacey Akurosawa, EMS Coordinator; Chris Ralph, Environmental Engineer; Noel Bonderson, Air Quality Specialist Supervisor; Yann Ling-Barnes, Environmental Engineer; Steve Fisher, Department Computer Application Specialist; Curtis Splan, Department Computer Application Specialist; Jim English, Senior Environmental Health Specialist; Laurie Griffey, Administrative Assistant; Peg Caldwell, RN; Amber English, Environmental Health Specialist; Krista Hunt, Environmental Health Specialist; Dennis Cerfoglio, Senior Air Quality Specialist; Phil Ulibarri, Public Information Officer; Gerry Gaige, Air Quality Specialist; Rebecca Gonzales, Public Health Nurse II; Wes Rubio, Environmental Health Specialist; Bev Bayan, WIC Program Manager; Janet Smith, Recording Secretary; and Leslie Admirand, Deputy District Attorney

At 1:10pm, Chairman Smith called the Washoe County District Board of Health meeting to order, followed by the Pledge of Allegiance, led by Councilman Dan Gustin, member of the District Board of Health.

ROLL CALL

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

PUBLIC COMMENT

There was no public comment presented.

APPROVAL/DELETIONS – AGENDA – JUNE 23, 2011

Chairman Smith advised Item 6.D. Dr. Amy Khan's recognition will be continued to the July 28, 2011 meeting; that 7.D. Donation 1. Recommended Approval of Donation of Equipment (Travel IR) to Sparks Fire Department with a Current Market Value Estimated at \$17,500, will be withdrawn from consideration; and Item 13. Public Hearing - Washoe County District Board of Health Regulations Governing Public Bathing Places and Public Spas will be continued to the Board's July 28, 2011 meeting.

MOTION: Mr. Gustin moved, seconded by Dr. Humphreys, that the agenda of the District Board of Health June 23, 2011 meeting be approved as amended. Motion carried unanimously.

APPROVAL/ADDITIONS/CORRECTIONS – MINUTES – MAY 26, 2011

Chairman Smith called for any additions or corrections to the minutes of the May 26, 2011 District Board of Health meeting.

MOTION: Dr. Humphreys moved, seconded by Ms. Jung, that the minutes of the District Board of Health May 26, 2011 meeting be approved as received. Motion carried unanimously.

RECOGNITIONS

Chairman Smith and Dr. Joseph Iser, District Health Officer, presented Certificates of Recognition to Ms. Yann Ling-Barnes for 10 Years-of-Service; and Mr. Gerry Gaige for 10 Years-of-Service.

Dr. Iser introduced Ms. Rebecca Gonzales, Public Health Nurse, advising that Ms. Gonzales received Certificates of Recognition for completion of the Essentials of High Performing Teams and Essentials of Personal Effectiveness in the County's Excellence in Public Service training.

Chairman Smith presented a Proclamation to Mr. Jim Gubbels, Vice President of REMSA, in recognition of REMSA (retroactively), for National EMS Week, which was the week of May 15th. Dr. Iser read the Resolution in full into the record (a copy of which was placed on file for the record).

Dr. Iser stated, while serving as the Health Officer in neighboring Nevada County, California, he became very familiar with the quality of the REMSA system, when "a fire broke started between the

Dr. Iser stated, while serving as the Health Officer in neighboring Nevada County, California, he became very familiar with the quality of the REMSA system, when "a fire broke started between the Summit and Truckee. Stated, he contacted Dr. Anderson to request assistance for evacuating patients; that Dr. Anderson responded saying 'REMSA would be happy to assist as would the Washoe County Health District'; that he appreciated knowing there was a an agency right next door willing to step-up and assist Nevada County; and he would thank REMSA for being available."

**MOTION: Ms. Jung moved, seconded by Mr. Gustin, that the Proclamation in recognition of REMSA for National EMS Week – the week of May 15th, be retroactively approved and adopted.
Motion carried unanimously.**

Chairman Smith stated Dr. Khan's recognition will be continued to the Board's July 28, 2011 meeting.

Mr. Bob Sack, Director, Environmental Health Services

Introduced Mr. Doug Coulter, PE, Senior Registered Engineer, presented a Certificate of Recognition to Mr. Coulter advising "Doug is retiring after 30.5 years with the Health District"; that "Doug has served both as an engineer and for half his career as the supervising engineer of the Health District. Through all of his years of service, Doug has remained very dedicated; that he would personally thank Doug for his years of service."

Chairman Smith and Dr. Iser presented a Certificate of Recognition to Mr. Chris Ralph in honor of his retirement from the Health District after 26.5 years.

Chairman Smith and Dr. Iser presented a certificate of Recognition to Mr. Duane Sikorski in honor of his retirement from the Health District after eight (8) years.

CONSENT AGENDA – AIR QUALITY MANAGEMENT CASE – GREAT BASIN READY MIX, INC.
– UNAPPEALED NOTICE OF VIOLATION

Staff advised that **Citation No. 4835, Case No. 1063** was issued to **GREAT BASIN READY MIX, INC.**, on May 5, 2011, for the operation of a Portable Coneco Concrete Plant without the required Permit to Construct and without a proper Permit to Operate, in violation of Section 030.000 (Source Permitting and Operation), of the Washoe County District Board of Health Regulations Governing Air Quality Management. Staff advised Great Basin Ready Mix, Inc., was advised of the right to

appeal; however, no appeal has been filed. Staff recommends Citation No. 4835, Case No. 1063 (Great Basin Ready Mix, Inc.), be **upheld** and a fine in the amount of **\$1,000** be levied as a **negotiated settlement** for a major violation.

MOTION: Ms. Ratti moved, seconded by Ms. Jung, that Citation No. 4835, Case No. 1063 (Great Basin Ready Mix, Inc.), be upheld and a fine in the amount of **\$1,000** be levied as a negotiated settlement for a major violation.
Motion carried unanimously.

CONSENT AGENDA – BUDGET AMENDMENTS/INTERLOCAL AGREEMENTS

The Board was advised Staff recommends the **retroactive approval** of the **District Board of Health Chairman's acceptance of Amendment #1 Subgrant Award** from the **Nevada Department of Health and Human Services, Health Division**, increasing the **total funding** amount from **\$98,819** to **\$292,556** in support of the **Immunization Program, IO 10028**, for the period of January 1, 2011 to December 31, 2011.

The Board was advised 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 support services for the period upon ratification through June 30, 2012, unless extended by the mutual agreement of the Parties, with automatic renewal for two (2) successive one-year periods for a total of three (3) years on the same terms unless either party provides written notification of nonrenewal at least sixty (60) days prior to June 30 of each year.

The Board was advised Staff recommends **ratification** of the **Interlocal Agreement** between **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 for the period upon approval of the Board of Regents and the Washoe County District Board of Health through June 30, 2012, unless extended by the mutual agreement of the Parties, with automatic renewal for two (2) successive one-year periods for a total of three (3) years on the same terms unless either party provides written notification of nonrenewal at least sixty (60) days prior to June 30 of each year.

The Board was advised 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 School of Medicine Multispecialty Group**

Practice North, Inc. dba MEDSchool Associates North (MSAN), to provide a faculty physician to serve as a consultant on **pediatric Tuberculosis (TB) cases** in the **total amount of \$2,000 per year** for the period of July 1, 2011 through June 30, 2012, unless extended by the mutual agreement of the Parties, with automatic renewal for two (2) successive one-year periods for a total of three (3) years on the same terms unless either party provides written notification of nonrenewal at least sixty (60) days prior to June 30 of each year.

The Board was advised Staff recommends **ratification** of the **Interlocal 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 for the period upon **approval of the Washoe County District Board of Health** and the **Washoe County School District** through June 30, 2012, unless extended by the mutual agreement of the Parties; with automatic renewal for two (2) successive one-year periods for a total of three (3) years on the same terms unless either party provides written notification of nonrenewal at least sixty (60) days prior to June 30 of each year.

The Board was advised 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.**, in the **total amount of \$2,700 per year** to provide laboratory direction services for the period of July 1, 2011 through June 30, 2012, unless extended by the mutual agreement of the Parties; with automatic renewal for two (2) successive one-year periods for a total of three (3) years on the same terms unless either party provides written notification of nonrenewal at least sixty (60) days prior to June 30 of each year.

The Board was advised 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 on Behalf of the University of Nevada School of Medicine** to provide community and clinical public health opportunities for School of Medicine residents during their preceptorship experience for the period upon approval of all parties through June 30, 2012, unless extended by the mutual agreement of the Parties; with automatic renewal for two (2) successive one-year periods for a total of three (3) years on the same terms unless either party provides written notification of nonrenewal at least sixty (60) days prior to June 30 of each year.

The Board was advised Staff recommends **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 Multi-Specialty Group Practice North, Inc.**, (**MSAN**) in the **total amount not to exceed \$11,300 annually** in

support of male sterilization procedures for the period of July 1, 2011, unless extended by the mutual agreement of the Parties; with automatic renewal for two (2) successive one-year periods for a total of three (3) years on the same terms unless either party provides written notification of nonrenewal at least sixty (60) days prior to June 30 of each year.

MOTION: Ms. Ratti moved, seconded by Ms. Jung, that the retroactive approval of District Board of Health Chairman acceptance of Amendment #1 to Subgrant Award; and the Interlocal Agreements be approved as presented and the Chairman authorized to execute on behalf of the Board where applicable

CONSENT AGENDA – BUDGET AMENDMENTS/INTERLOCAL AGREEMENTS

The Board was advised 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 the **School of Community Health Sciences students** to engage in practical application of classroom instruction in a public health agency environment for the period upon approval of the Board of Regents and the Washoe County District Board of Health through June 30, 2012, unless extended by the mutual agreement of the Parties; with automatic renewal for two (2) successive one-year periods for a total of three (3) years on the same terms unless either party provides written notification of nonrenewal at least sixty (60) days prior to June 30 of each year.

In response to Mr. Gustin

Regarding "if the opportunities for the students to engage in practical application of classroom instruction, is an internship", Mr. Steve Kutz, RN, Nursing Supervisor, Community and Clinical Health Services (CCHS) Division, advised, "these individuals are student interns from the School of Community Health Sciences and the Orvis School of Nursing. These students serve as interns in the CCHS Division, observing in the Clinics, accompanying Staff on home visits, completing projects in the various programs, etc. The internship is for the semester, approximately twelve (12) out of the sixteen (16) weeks; that it is a requirement of the class to receive the credits."

MOTION: Mr. Gustin moved, seconded by Ms. Ratti, that 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 Community Health Sciences students to engage in the practical application of classroom instruction in a public health agency environment for the period upon approval of the Board of Regents and the Washoe County District Board of Health through June 30, 2012, unless extended by the mutual agreement of the Parties; with

automatic renewal for two (2) successive one-year periods for a total of three (3) years on the same terms unless either party provides written notification of nonrenewal at least sixty (60) days prior to June 30 of each year; and the Chairman be authorized to execute on behalf of the Board. Motion carried unanimously.

CONSENT AGENDA - DONATION

Chairman Humphreys advised that the donation of equipment was withdrawn from consideration.

CONSENT AGENDA – UTILIZATION OF FUNDS – WASHOE COUNTY HEALTH DISTRICT/ENVIRONMENTAL OVERSIGHT ACCOUNT

The Board was advised Staff recommends **approval** for the **utilization of funds** from the **Washoe County Health District/Environmental Oversight Account** to purchase the following: 1) HazMat ID 3 Year Partnership Program with 360 Upgrade in the amount of \$15,000 from Smiths Detection; and 2) RespondeR RCI Partnership Package in the amount of \$40,000 from Smiths Detection; **authorizing the Administrative Health Services Officer to issue payment from the Environmental Oversight Account in the total amount not to exceed \$55,000.**

MOTION: Ms. Ratti moved, seconded by Ms. Jung, that the utilization of funds from the Washoe County Health District/Environmental Oversight Account to purchase the following: 1) HazMat ID 3 Year Partnership Program with 360 Upgrade in the amount of \$15,000 from Smiths Detection and; 2) RespondeR RCI Partnership Package in the amount of \$40,000 from Smiths Detection be approved; authorizing the Administrative Health Services Officer to issue payment from the Environmental Oversight Account in a total amount not to exceed \$55,000. Motion carried unanimously.

REGIONAL EMERGENCY MEDICAL SERVICES AUTHORITY

A. Review and Acceptance of the Operations and Financial Report – May 2011

Mr. Jim Gubbels, Vice President, REMSA

Advised the Board members have been provided with a copy of the May 2011 Operations and Financial Report; that the overall emergency response times for life-threatening calls in May 2011

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was 91% and 97% for non-life threatening calls; that within the eight (8) minute zone it was 91%; within the fifteen (15) minute zone it was 100%; and within the twenty (20) minute zone it was 100%. The overall average bill for air ambulance services for May was \$5,723, with a year-to-date average of \$7,044. The overall average bill for ground ambulance services for May was \$905, with a year-to-date average of \$974.

Mr. Gustin

Stated, in reviewing the monthly Report this month, he noted "an inordinate amount of negative comments; that he knows REMSA takes these comments seriously"; however, he would question the process for addressing these negative comments.

In response to Mr. Gustin

Mr. Gubbels

Advised, within the monthly Report every individual comment "is recorded as written; that every negative comment or complaint is followed-through the process of being recorded, assigned to a Field Supervisor to contact the patient/or calling party, and then the field staff on the call." Advised, "he personally goes through each and every negative comment or complaint with the Vice President of Operations and his Administrative Assistant once a month." Stated the customers "who will write a comment are either very, very happy with the service or very upset; that the customers 'in-between' don't always respond." Advised, in regard to patients complaining of about "IV sticks, those complaints are forwarded to the Clinical Coordinator, who will completely review the complaint. The more IVs an individual starts the more chances there will be an infiltration will occur." In comparison of REMSA transporting approximately 3,000 patients in a month and the percentage of patients who receive IVs the number of complaints is very minimal. Advised, REMSA "tracks the success rate of the individual paramedics and the individual EMT-Intermediate, which is reported on a quarterly basis; therefore, the individual Paramedic or EMT-Intermediate is aware of how many times he/she was successful in the first or second attempts in inserting an IV. Each Paramedic or EMT-Intermediate has two (2) attempts to insert an IV, and then the partner attempts the insert."

Mr. Gustin

Requested Mr. Gubbels provide a follow-up report on the comments from the May 2011 Report.

Mr. Gubbels

Stated, REMSA recently completed the Kings Accreditation for the air ambulance component; that a recommendation of the review was for REMSA to prepare a summary of these events; that REMSA has done this. Stated, he will present a review of the summary next month, which will provide an overview for the Board regarding "how many complimented the service; how many had clinical concerns, how many had transportation concerns, etc." He would assure the Board REMSA "follows-up with each and every negative comment, concern or complaint; that he is personally involved in the process."

In response to Ms. Ratti

Regarding how often the report is presented, Mr. Gubbels stated "it is a pie-chart done on a quarterly basis."

Ms. Ratti

Stated she would prefer "it be institutionalized and provided it quarterly to the Board."

MOTION: Mr. Gustin moved, seconded by Dr. Humphreys, that the Operations and Financial Report for the month of May 2011 be accepted as presented.
Motion carried unanimously.

B. Update of REMSA's Community Activities Since May 2011

Mr. Gubbels

Stated, he was advised by Mrs. Smith that a Board member had requested a brief presentation on REMSA's *Cribs for Kids Project*; that there was an article in the Reno Gazette Journal regarding this project. Advised the Project coordinator is Ms. Melisa Crowell, who is currently attending an EMS Conference for Children; that he will have Ms. Crowell present the Program to the Board. Advised, to-date REMSA "has taught approximately 250 providers in this Project; that Ms. Crowell will give the presentation and then answer questions the Board members may have."

Advised CPR (cardio-pulmonary resuscitation) Week was "last month; that REMSA's educational division, under the direction of Mr. Jay W. Hodges, hosted a first ever sidewalk CPR [training] event. This was a unique event in which Mr. Hodges "teamed-up with seven (7) different businesses, including Scheels; that Mr. Hodges and a team member placed two (2) mannequins down in the front of the store and then approached individuals, asking "this individual is down and

requires CPR, will you help them?" Advised in the seven (7) different locations, "500 people received instruction on hands-only CPR; that Mr. Hodges and his team member deserve kudos for this event, which was advertised in the newspaper several times."

The Board thanked Mr. Gubbels for the update.

REVIEW – ACCEPTANCE – MONTHLY PUBLIC HEALTH FUND REVENUE AND EXPENDITURE REPORT – MAY 2011

Ms. Eileen Coulombe, Administrative Health Services Officer

Advised the Board members have been provided with a copy of the Health Fund Revenue and Expenditure Report for the month of May 2011, advising the Board's approval of expenditures from the Environmental Oversight Account will be noted in next month's Report. Ms. Coulombe reviewed the Report in detail advising Staff recommends the Board accept the Report as presented.

MOTION: Dr. Humphreys, seconded by Ms. Jung, that the District Health Department's Revenue and Expenditure Report for May 2011 be accepted as presented.

Motion carried unanimously.

UPDATE – FISCAL YEAR 12 – POSSIBLE DIRECTION TO STAFF

Dr. Iser

Advised, prior to his arrival, Chairman Smith met with representatives of Management Partners to discuss the preliminary recommendation which would be presented to the County's Organizational Effectiveness Committee (OEC). Advised, one (1) of the preliminary proposals of the Management Partners was for the Health District "to be joined together with Social Services and others; and a second proposal was to move the Environmental Health Division in with Community Development Department." Advised, he met with Mr. Mark Olson, of Management Partners, on Monday, June 13, 2011, to discuss the unique circumstances of health districts and "why a number of those proposals would not benefit either the public or the finances of Washoe County." Stated, transferring Environmental Health Services to a community development agency "would not protect the public's health in all of the aspects in which Environmental Health is involved." Advised, there was another meeting with representatives of Management Partners, which he was unable to attend; that Management Partners provided a Power Point presentation of the Fundamental Services Review, delineating "the background and the next steps in the process." Advised the Board members have been provided with a spreadsheet of the "*Opportunity Identification and*

Development" (a copy of which was placed on file for the record), delineating "the opportunities for collaboration, consolidation and working together. There are a number of these proposals, which link to health; that he has discussed a number of these with Mr. Olson." Stated, he is not yet prepared to present a "recommendation to the Board on the recommendations of the proposal"; that Staff has several additional meetings with Management Partners to discuss a variety of these proposals. Stated, Staff will be discussing these issues specific to "how the proposals might affect the Health District; and affect the public's health." Staff will be meeting with representatives of Management Partners to discuss clinical issues and vector-control issues.

As the Board has been advised, the County has requested "10% budget reductions from all County Departments"; that Ms. Coulombe will present the update.

Advised, "the team that represents Washoe County departments in permitting, inspection, and enforcement functions continues to meet to discuss options for internal service-sharing, which is separate from the OEC proposals." This discussion is specific to "jointly locating front desks to collaborate in other areas; that Mr. Sack and Mr. Dick, as Division Directors will continue to attend these meetings." Stating, there "is the potential for improving communication, customer service and sharing technology, but not necessarily the integration of functions as this point in time." Advised, he "experienced similar processes in Yolo County and to a lesser extent in Nevada County regarding sharing functions; that he will meet with Mr. Sack and Mr. Dick as they continue through these meetings."

Advised, the State and local health authorities will continue to discuss and review information from the Nevada State Health Division, regarding the provision of public health services to the rural counties in Nevada. There was a brief discussion of this issue during a recent Public Health Emergency Preparedness (PHEP) telephone conference, specific to "expanding within the northern rural counties to provide some public health services." Advised, Staff will continue to meet with Nevada State Health Division leadership "after the Health District's own assessment is completed."

Ms. Coulombe

Advised, as Dr. Iser stated, the Board members have been provided with a copy of the June 22, 2011, "*Fundamental Services Review Washoe County, Nevada, OEC Work Session*" (a copy of which was placed on file for the record), delineating various recommendations for the County. Stating, "some of these ideas may be viable, others may not; that these are a starting place." Stated, she advised the Board last month regarding discussions she had had with Mr. Darin Conforti, Washoe County Budget Manager; that Mr. Conforti indicated Ms. Simon was "amenable to the [Health Districts] request that the 10% reduction be from the General Fund Transfer of \$8

million." Advised, the most recent budget documents of May 10th, continued to list the Health District "at the \$1.1 million, with the adjustment being made off of the total expenditures; that Staff will have follow-up discussions with Finance." Advised the Division Director's Leadership Team will be meeting Monday, June 27th, to discuss the budget issues; that "the County has extended the due date for submission of the plans; that rather than being due July 1st, the plans will be due July 29th". Staff will have the opportunity to present the final budget to the Board during the July 28, 2011 meeting, at which time the Board members can provide input to Staff.

Advised the Board member have been provided with a copy of the "FY 12 Adopted Budget" Project Accounting Sheets; that "this is what is currently adopted; however, it does not reflect any of the reductions in the plans"; that she would recommend the Board members insert this document into the Budget Book. Stated, should the Board members have any questions, concerns, or suggestions those can be emailed to Dr. Iser and Staff will attempt to respond to those and incorporate any comments into the presentation to the Board for the July meeting.

Stated, the budget process "is still fluctuating; that the County recently made the determination to consider "voluntary separation incentives"; that nothing definitive has been decided; that currently the County is "asking if employees are interested." Advised, the "incentives do not apply unless the employees' bargaining unit agrees to the concession"; that those interested can complete the necessary paperwork; however, it would only be a 'placeholder' for the process. Advised any voluntary separation incentives would be considered "department by department."

Ms. Ratti

Stated, she "appreciates Staff is communicating the public health issues to the representatives of Management Partners; that the difference between the Health District and the other County Departments is the governance structure. She would question if "that is being pointed-out to Management Partners."

In response to Ms. Ratti

Dr. Iser stated, he did advise Mr. Olson of the difference in the governance structure for the Health District.

Ms. Ratti

Stated, "as a member of the District Board of Health, she feels uninformed regarding some of the proposals"; and is not in a position to provide comment. Stated, she is aware in these "economic times the inclination is to point-out all the reasons why something won't work; however, it is necessary to reviews the things that could work."

In response to Ms. Ratti

Dr. Iser stated, the proposals in the *Fundamental Services Review* are the recommendations of Management Partners, and not of Health District Staff. Stated, Management Partners did interview Ms. Brown, as the Interim Health Officer and the Division Directors as a component of the review. Stated, he is confident Mr. Dick's and Mr. Sack's comments and recommendations "were similar to his" regarding these proposals. Stated, "he was fairly strong in presenting his description of the public health functions in environmental health as opposed to the very small component of the permitting aspect of environmental health." Advised, Mr. Olson "seemed to understand and indicated he, too, was surprised by some of these recommendations"; however, that "was prior to the presentation of the final spreadsheet provided to the Board." Stated, he "doesn't know from where these recommendations are coming"; that the transfer of these functions would result in a transfer of the funding and the personnel; therefore, this would not necessarily be a cost savings for the County. Stated, this document may be a starting point in the discussions; that Staff meets with Management Partners on June 29, 2011, to further discuss the proposals.

Ms. Ratti

Reiterated, she doesn't have enough information to discuss the proposals; however, she would suggest achieving "an appropriate balance" of continuing to protect the public health with consideration of the proposals.

Ms. Coulombe

Advised, Management Partners disseminated a survey tool to all Washoe County employees with the ability to provide input directly to them. Advising, Staff's practice is present items to and request direction from the Board regarding any issues of this type; that Staff will ensure the Board has the information necessary to present recommendations to Staff. Stated, the proposals "are not the Health District's recommendations; that Staff has not yet submitted a 10% plan to the County."

Ms. Ratti

Stated, in regard to the *Fundamental Services Review Washoe County*, there is the perception of "viewing the Health District as a County function, when it is actually a tri-jurisdictional function." Stated, her level of concern is "did [Management Partners] meet with any staff members of the Cities to discuss 'what is a tri-jurisdictional' partnership and function?" Stated, she would question if it is possible to ensure this occurs prior to implementing the proposals.

In response to Ms. Ratti

Ms. Jung

Advised, the *Fundamental Services Review* process was "a very rigorous research project, which Management Partners was delegated with conducting" providing the agency's "breadth and length of experience in best practices." Advised, "every employee wanting to participate was surveyed; that representatives spent time with every Commissioner; and representatives from every Department; that she will acknowledge "some of the recommendations were from the departments."

Advised, in regard to the Health District being tri-jurisdictional, Management Partners received "all of the information specific to the District Board of Health with files and folders to see how it overlays." Stated, she "will remind [Management Partners] of the tri-jurisdictional aspect of the Health District." Stated, "it would be important for Ms. Coulombe to advise [Management Partners] of how much the Cities of Reno and Sparks contribute financially to the Health District in comparison with Washoe County in the General Fund transfer; that it is not an equal partnership." Advised, the County did not consult either the City of Sparks or the City of Reno, "and probably should have, as the Cities are involved in the funding; that Ms. Ratti's comment is a point well taken." Stated, she would suggest at next month's meeting Staff provide a "side-by-side comparison of what the funding levels are between the Cities and the County and how those are computed."

Chairman Smith

Stated, Management Partners conducted "a detailed survey; that the relocation of services has been discussed previously, and "it just doesn't work"; that it will be necessary to review the recommendations of Management Partners. Advised, Dr. Iser and Staff will review the proposals and present recommendations back to the Board.

Ms. Coulombe

Advised, when the *Fundamental Review of Washoe County* was presented on June 22nd, it was with the understanding "this remains an open comment period, with Management Partners soliciting comments and input."

Ms. Ratti

Stated, she acknowledges Ms. Jung's comments the funding of the Health District "is an unequal financial partnership; however, it is an equal governance partnership; that it is important to keep that piece in mind." Stated, the Health District is not the same type of agency as "building departments, as each entity has its own building department; that there are discussions throughout the region specific to consolidation of or shared services." Stated, she is not in opposition to "any one proposal, it is necessary to achieve the best answer with the most complete information." Stated, she is aware "it has been a very robust process and very high quality"; however, as she stated, it is necessary "it be understood the Health District is different." Stated, she concurs "it is a good process"; however, her concern is the potential of creating problems is greater with the implementation of some of the recommendations without having had the input from the Cities. Stated, discussion among the entities could ensure the recommendations aren't implemented or denied "due to the process as opposed to the quality of the proposal."

Dr. Iser

Stated, he noted "in California the counties are divesting programs and projects, which the counties believe the cities should be doing"; that in having a tri-jurisdictional health district there is the opportunity to review Washoe County and the District as a whole to address environmental issues. Advised, "in Yolo County last year some functions were devolved back to the Cities or requested the cities contract with the County to provide those services. Environmental health is one program in which it would be difficult for a city to be able to provide a number of the functions environmental health does." Stated, as a "District it is necessary to consider all of Washoe County as a whole."

**MOTION: Mr. Gustin moved, seconded by Ms. Jung, that the Fiscal Year 12 Budget update be accepted as presented.
Motion carried unanimously.**

PUBLIC HEARING – WASHOE COUNTY DISTRICT BOARD OF HEALTH REGULATIONS
GOVERNING SOLID WASTE MANAGEMENT

1:00 p.m: This being the time set in a Notice of Public Hearing, heretofore published in the *Reno Gazette Journal* on May 20, 23, and June 1, 2011, to consider the proposed amendments to the Washoe County District Board of Health Regulations Governing Solid Waste Management.

A. Presentation and Discussion of Additions, Amendments, and Deletions to the Washoe County District Board of Health Regulations Governing Solid Waste Management

B. Section 020.010 (Adoption, Addition or Amendment of Regulations); Section 020.030 (Petitions to Appeal); Section 020.040 (Variances); Section 020.095 (Application for Variance); Section 020.100 (Variance Hearing); Section 020.105 (Variance: Action by the District Board of Health); Section 020.110 (Decision by District Board of Health); Section 020.115 (Compliance with Variance); Section 020.120 (Notice of Violation); Section 020.125 (Citation); Section 020.130 (Contents of Citation); Section 020.135 (Signature on Citation); Section 020.150 (Failure to Comply); Section 020.160 (Penalties); Section 020.165 (Severability); Section 030.005 (Solid Waste Management Systems – Approval by Health Authority); Section 030.016 (Load Screening of Waste); Section 030.020 (Placement of Solid Waste in Surface or Groundwater Prohibited); Section 030.035 (Placement of Solid Waste in Seasonal Watercourse); Section 030.041 (Establishment of Salvage Yard – Health Authority Approval Required); Section 030.045 (Treatment of Solid Waste Requires Permit to Operate); Section 030.050 (Treatment of Solid Waste Requires an Approved Operations Plan); Section 030.057 (Asbestos Disposal – Waste Release Permit Required); Section 030.090 (Open Burning); Section 030.102 (Tanks and Drums); Section 030.105 (Waste Vehicle Tires); Section 030.110 (Waste Oils); Section 030.115 (Street/Parking Lot Sweepings); Section 030.120 (Liquid Waste/Biosolids/Sludge/Special Wastes); Section 030.137 (Requirements for Disposal of Sludge and Untreated Sewage); Section 030.145 (Pesticide Containers); Section 030.150 (Dead Animals); Section 030.156 (Manure); Section 030.157 (Manure as a Soil Amendment); Section 030.158 (Manure Used in Composting); Section 030.159 (Manure Prohibited as Fill Material); Section 030.160 (Dog/ Cat Feces Prohibited as Fertilizer); Section 030.175 (Special Events); Section 030.184 (Waste Release Permit); Section 030.185 (Waste Release Permit Required for Waste Generated in Washoe County); Section 030.230 (Waste Release Permit for Land Disposal Only); Section 040.032 (Storage Time for Solid Waste in Remote Communities); Section 040.115 (Construction and Demolition Waste); Section 040.165 (Biohazardous Wastes); Section 040.170 (Salvage Yard Wastes); Section 050.015 (Responsibilities of Transporter of Solid Waste); Section 050.090 (Time Frame for Removal of Solid Waste); Section 050.125 (Waste as Property of Person Generating It); Section 050.130 (Waste as Property of Waste Collector); Section 050.145 (Illegal Dumping); Section 050.150 (Criminal and Civil Penalties for Illegal Dumping)

Ms. Jeanne Rucker, Environment Health Specialist Supervisor

Advised the Board members have been provided with a copy of the proposed additions, amendments, and deletions to the Washoe County District Board of Health Regulations Governing Solid Waste Management. Stated the proposed regulatory amendments included a "definition of garbage"; however, consideration of the noted definition has been withdrawn at this time. Advised, on May 11th Staff conducted two (2) public workshops for the discussion of the proposed Regulations; that three (3) individuals representing the primary stakeholders "for the definition of garbage" were in attendance.

Advised Section 020 (Modification of Regulations), includes variance and appeal procedures, etc. Advised, at the time the Solid Waste Regulations were adopted and implemented there were provisions for a Solid Waste Management Hearing and Advisory Board; that the Hearing Board no longer exists. Advised the previous language within Section 020 for appeals and the variance procedure "was very convoluted and difficult to understand; therefore, the language has been clarified." Advised language has been incorporated within this Section to "ensure the civil and criminal penalties afforded for illegal dumping and other solid waste violations, as delineated in Nevada Revised Statute 444 are included within the Regulations.

Advised Section 030 (Solid Waste Management Systems) has been amended and reorganized to include language specific to the ability to "permit salvage yards, which is a requirement within NRS; also included is the definition of special wastes specific to what the permitting requirements and disposal limitations are. Advised, as the Board has previously approved and adopted the Section of the Regulations specific to "waste tires" Subsection of 030.105 (Waste Vehicle Tires), this Subsection has been deleted.

Advised, Section 040 (Solid Waste Storage); that the Regulations are being amended "to allow for additional storage time of solid waste in remote communities with the provision there is no public health hazard." Stated, Section 040 further delineates time limitations as to the period of time construction and demolition debris can be stored; and how salvage yards are operated.

Advised, Section 050 (Waste Collection and Transport) has been reorganized for more cohesiveness; that "time frames for specific waste streams have been eliminated due to being out-of-date". Stated, there are provisions for allowing for "extensions of storing solid waste for valid reasons (i.e., the removal of horse manure once every seven (7) days during inclement weather).

Advised, the proposed Regulations include provisions for civil and criminal penalties as outlined in NRS 444 for illegal dumping of solid waste. Advised, there is no fiscal impact for adoption of the Regulations; that the provisions delineated in the proposed Regulations are current policies to which Staff adheres. Advised, adoption of the Regulations will not require any reorganization of Staff to enforce these amendments. Advised, Staff recommends the Board approve and adopt the proposed additions and amendments to the Regulations as presented.

In response to Ms. Jung

Regarding an email she had received from a constituent who had attempted to attend a workshop session, Ms. Rucker stated, "she had received the same email; that the meeting was held at the Health Department building, and was in reference to the Solid Waste Management Plan not the Regulations being considered today. The individual indicated the front gates were closed; however, the gates were open; that Staff conducted three (3) workshops specific to the Solid Waste Management Plan, and the workshop in question "is the only one in which no one attended." Stated, the "Security Guard made sure the gates were open; that the front door was unlocked; that there were signs posted as to the location; that she suspects this individual attempted to come in [on 9th Street] at the main gates for the County complex not understanding the location of the Health Department building."

Ms. Jung

Stated, the individual in question does support the proposed Regulations; that she would question when Staff anticipates "having a definition for garbage."

In response to Ms. Jung

Ms. Rucker advised, "the definition, as Staff will be proposing, will be presented to the Board members in August." Advised, it will be "a much simpler definition than previously proposed; that Staff will conduct public workshops, and will again notify the primary stakeholders of those workshops."

Ms. Jung

Stated, she would commend Ms. Rucker "on an excellent job on the proposed Regulations, as she is aware this has been a very contentious issue." Stated, she believes "there will be a fiscal impact as reforming the Regulations is a giant step in creating jobs with the development of alternatives to the disposal of and reuse of solid waste rather than the disposal of all of it in a landfill." Stated,

these alternatives "will contribute to the quality of life in the community and speaks to the values of the citizens in reducing, reusing, and recycling of any solid waste. This will open-up a new cottage industry for Nevada, and Washoe County is the first County in Nevada to do this."

In response to Ms. Jung

Ms. Rucker

Stated, Washoe County "is the first County in Nevada to implement these types of Regulations"; that Staff has been working in conjunction with legal counsel to finalize the proposed amendments, which will be presented to the Board in August.

Ms. Ratti

Stated, she "would commend Staff, as she too, has been receiving great feedback on Staff's efforts; that she would thank Staff for continuing to move forward on such a contentious issue." Stated, she has concerns regarding withdrawing the "definition of garbage and postponing it until August; as she has been contacted by a small business owner who has been threatened with legal action for diverting compost." Stated, this individual's "legal bills are increasing while awaiting a definition of garbage and who owns the waste stream; that each day this is delayed she is concerned."

Ms. Rucker

Stated, she understands the problem; however, "Staff is constrained as to legal notification requirements"; therefore, there was not ample time to advertise by the July Board of Health meeting. Stated, Staff has received inquiries regarding "food as solid waste, where it should go and where it can't go; that it is the interpretation of Staff "food is listed as a recyclable material; and therefore, can be hauled as a recyclable material and taken for composting."

In response to Ms. Ratti

Regarding food being recycled, Ms. Rucker stated it is the consensus of Staff that food is not considered "part of the waste stream if it is being recycled."

In response to Mr. Gustin

Regarding being advised "by the two (2) premier agencies involved that there was agreement as to the definition of garbage", Ms. Rucker stated, during the discussions with the stakeholders it was

the opinion of Staff that there was a "consensus as to the definition of garbage and trash, which is why it was included in the proposed Regulations." Stated, during the public hearing in August, Staff will "present the Health District's definition of garbage as delineated in the Regulations; that should the Board approve and adopt the Health District's definition, Staff will recommend the Cities amend the City Ordinances to indict the newly adopted definition of garbage." Advised, the current definitions of garbage within the City Ordinances and the Washoe County Ordinance, "are, on what the Franchise Agreements, in-part, are based. Advised, Staff will be requesting the definitions within the Ordinances are revised, "understanding there may be business impacts to that." Stated, it is the consensus of Staff, the definition of garbage being proposed has no negative impact on any one (1) existing business operations." Stated, there is the potential of the revised definition "may help support some of the proposals to facilitate better reuse of the waste streams."

In response to Mr. Gustin regarding a definition of "trash", Ms. Rucker stated, without having a copy of the Regulations with her, "there may be an existing definition for trash, rubbish, recyclable materials; that the list of definitions is quite extensive."

Mr. Gustin

Stated, he believes the "contention between the two (2) companies is 'what is residential garbage and what is commercial trash."

In response to Mr. Gustin

Ms. Rucker

Advised, there is "commercial garbage just as there is residential garbage; that in terms of solid waste management there is no distinction between residential and commercial garbage, nor is there a distinction between commercial solid waste and residential solid waste." Stated, "the long-time established agreements within the community separated-out garbage as a waste stream for which the Cities could enter into exclusive franchises, without initially referencing all of the other wastes which exist. Further, the agreements weren't specific as to commercial, industrial or residential; that the Health District has those defined within the Regulations." Stated, "the arguments being presented at the City Council meetings are probably more specific to the revenues generated by the waste streams rather than what is in them."

Mr. Gustin

Stated, while revenue is an issue, it is important there is not the perception Reno, Sparks or Washoe County do not support recycling due to "companies being unable to define what business

models should be. There was an example pilot project by the existing provider in Reno", which was very successful; that it demonstrated when the community knows what to do it can be done.

Ms. Rucker

Reiterated the stakeholders will be notified of the public hearing to discuss the proposed amendments; however, Staff "will not be changing the direction it has taken regarding the proposed regulatory amendments.

In response to Dr. Humphreys

Regarding changes in the Regulations requiring any changes in monitoring and enforcement by Staff, Ms. Rucker advised it will not require any additional monitoring or enforcement actions by Staff. Stated, the adoption of the proposed revisions "should make monitoring and enforcement easier for Staff to utilize and interpret the Regulations; that the proposed revisions delete archaic language, which was no longer applicable; and included language to ensure the District was in compliance with NRS.

C. Recommendation to Approve and Adopt Additions, Amendment and Deletions to the Washoe County District Board of Health Regulations Governing Solid Waste Management

Ms. Rucker

Recommended the Board approve and adopt the proposed additions, amendments and deletions to the Washoe County District Board of Health Regulations Governing Solid Waste Management as outlined, with the withdrawal of the proposed definition of "garbage".

Chairman Smith declared the Public Hearing Open and called upon anyone wishing to speak either in favor of or in opposition to the proposed revisions to the Solid Waste Management Regulations. There being no one wishing to speak the Public Hearing was closed.

MOTION: Mr. Gustin moved, seconded by Ms. Ratti, that the additions, amendments, and deletions to the Washoe County District Board of Health Regulations Governing Solid Waste Management, be approved and adopted as outlined, acknowledging the withdrawal of the definition of "garbage".

Motion carried unanimously.

Chairman Smith and Mr. Gustin commended Ms. Rucker and Staff on an excellent job in developing the amendments to the Solid Waste Management Regulations.

PUBLIC HEARING – WASHOE COUNTY DISTRICT BOARD OF HEALTH REGULATIONS
GOVERNING PUBLIC BATHING PLACES AND PUBLIC SPAS

1:00 p.m.: This being the time set in a Notice of Public Hearing, heretofore published in the *Reno Gazette Journal* on May 20, 23, and June 1, 2011, to consider the proposed amendments to the Washoe County District Board of Health Regulations Governing Public Bathing Places and Public Spas.

Chairman Smith declared the Public Hearing open and called upon anyone wishing to speak either in favor of or in opposition to the proposed additions to the Public Bathing Places and Public Spa Regulations.

Mr. Richard Marneck, advised he is an National Swimming Pool Foundation (NSPF) Certified Instructor; that the NSPF fully supports the proposed additions to the Regulations. Stated, he "is very impressed with Mr. Coulter and Staff developing the proposed Regulations; that the Regulations will ensure "fewer people get hurt."

Mr. Bob Sack, Director, Environmental Health Services

Advised, Staff recommends the Public Hearing be continued to next month's meeting.

Ms. Ratti

Thanked Mr. Marneck for attending and "caring enough to present comments."

**MOTION: Ms. Ratti moved, seconded by Mr. Gustin, that the Public Hearing to consider the proposed additions to the Washoe County District Board of Health Regulations Governing Public Bathing Places and Public Spas be continued to the Board's July 28, 2011 meeting.
Motion carried unanimously.**

PUBLIC HEARING – WASHOE COUNTY DISTRICT BOARD OF HEALTH REGULATIONS
GOVERNING AIR QUALITY MANAGEMENT

1:00 p.m.: This being the time set in a Notice of Public Hearing, heretofore published in the *Reno Gazette Journal* on May 23, June 2, and June 20, 2011, to consider the proposed amendments to the Washoe County District Board of Health Regulations Governing Air Quality Management.

A. Revisions to Section 030.905 (Sources Requiring Part 70 Permits); and Section 010.1303 (Definitions – Regulated Air Pollutant)

Mr. Chris Ralph, Environmental Engineer, Air Quality Management

Advised, the Board members have been provided with a copy of the proposed revisions to the District Board of Health Regulations Governing Air Quality Management. Advised, the topic of “regulating greenhouse gases has been long and controversial; that in 2007 the Supreme Court ruled made the determination that greenhouse gases, including Carbon Dioxide (CO₂) were a pollutant to be regulated by the US Environmental Protection Agency (EPA). Advised, in May 2010, EPA promulgated Regulations to address greenhouse gas emissions identified as the “Tailoring Rule”; that the Rule addresses large facilities emitting greenhouse gases, and required facilities to obtain air permit that demonstrate compliance with the best technologies to minimize GHG emissions.

Advised, as the “permitting authority for air pollution sources the Air Quality Management District is required to adopt the Federal Tailoring Rule. Stated, should the Board not approve and adopt the proposed Regulations, any large greenhouse emission source would be subject to the requirements of these Regulations. Stated, should the Board not adopt the proposed amendments, the Health District would not be the permitting authority for a large greenhouse emission source; that the application and permitting review would be conducted by Region IX in San Francisco. Advised, the permitting process by Region IX could result in “a delay of two (2) to three (3) years”; that it is the goal of the Air Quality Management Staff to work with local businesses; that the permitting process by the Air Quality Management Staff does not require as much time.

Mr. Kevin Dick, Director, Air Quality Management

Advised, in his Staff Report he indicated “it would be very unlikely the Air Quality Management District will encounter a source that would require a Greenhouse Gas (GHG) Permit in the near future.” Stated currently there are not any sources subject to this permitting due “to the trigger that would require a permit.”

Advised, Staff met with an engineering firm and a consultant for a proposed internet server park to be located north of the I-80 corridor (north of the Tracy Plant), which would include a 300 megawatt gas turbine. Advised during the initial discussion it was the consensus it would not be necessary to obtain a Title V GHG Permit to Operate, as it was the intent to submit the application for the Permit to Operate prior to the July effective date of EPA's Regulations. Advised, in the interim Staff has been advised EPA's determination of the effective date, is the "facility would "have had to have broken ground"; that this is not feasible for this project. Advised, Staff has been in contact with the environmental consulting firm working on this project and permit; and has provided the firm with the necessary information regarding the requirements. Stated, the Best Available Control Technology (BACT) requirements for these permits to-date, are energy efficient; that as this project will have a "modern gas turbine that is energy efficient", the company is considering "energy efficiency in the design of the server park." Stated, further the company has proposed a location in which it "could tie-in renewable energy generation"; that the proposed company is prepared to submit "a good permit application for this project." Stated, the company "would much prefer to be working with the Health District's Air Quality Management Division than US EPA" to process this application. Stated, the company will be subject to the permit requirement regardless of whether the District Board of Health approves and adopts the proposed revisions or not; that the company will be required to apply for a Title V Permit.

Advised, it will be necessary to provide information to the Board specific to the permitting fee structure for Title V Greenhouse Gas emissions, as he did not believe it would be appropriate to utilize the same fee structure for Title V GHG Permits as is utilized for other major emission source permits. Stated, EPA's "Tailoring Rule" has increased the permitting thresholds "so much higher" for the greenhouse gas emissions, as it is "so different from other types of pollutants."

B. Recommendation for Approval and Adoption of the Revisions to the Washoe County Regulations Governing Air Quality Management

Mr. Ralph

Advised, Staff recommends the Board approve and adopt the proposed revisions to the Regulations as required by the 40 Code of Federal Regulations (CFRs); and the 70 CFRs is specific to large Title V Sources identified in the Clean Air Act, which stipulates permitted sources must "comply with the Federal Law."

Chairman Smith declared the Public Hearing open and called upon anyone wishing to speak either in favor of or in opposition to the proposed revisions to the Air Quality Management Regulations. There being no one wishing to speak, the Public Hearing was closed.

MOTION: Ms. Ratti moved, seconded by Ms. Jung, that the revisions to the Washoe

**District Board of Health Regulations Governing Air Quality Management,
be approved and adopted as presented.
Motion carried unanimously.**

ACCEPTANCE – FINAL REPORT – WASHOE COUNTY HEALTH DISTRICT – 2011
LEGISLATIVE BILL TRACKING

Dr. Iser

Advised the Board members have been provided with a copy of the Washoe County Health District's Final Report for the 2011 Legislative Session (a copy of which was placed on file for the record). Advised, in his Health Officer's Report, he did reference Mr. Sack attending the hearings specific to AB 571, which lessened the restrictions of the Nevada Clean Indoor Air Act (NCIAA) regarding smoking restrictions in food establishments. Advised AB 571 did pass; that subsequently he "made many telephone calls to the Governor's office" to recommend the Bill not be signed into Law; however, none of his calls were returned. Stated, Mr. Sack did advise him today that the Governor did sign the Bill.

Advised, Staff will be reviewing SB 471, which is the Bill "specific to the push-downs to local health authorities on various functions", to determine the impact to the affected Health District Programs.

In response to Ms. Ratti

Regarding the status of the NCIAA "and moving forward", Mr. Sack advised the concern is "due to the unique language of the new provisions" there is the possibility regardless of "any decision Staff makes in enforcing the new provisions, as it relates to smoking in the specific restaurants, the Health District could be legally wrong regardless of which decision Staff makes." Staff is conferring with Ms. Admirand regarding this issue; that legal counsel will possibly be requesting "asking a series of questions from the Attorney General's office for clarification as to the Health District's legal position. There was ambiguity in the existing law; that the revised Law may allow smoking in other areas of restaurants; however, it not clear on what those areas may be; that the amendments are more ambiguous." In regard to collaborating with the other Health Districts, Mr. Sack advised he has been conferring with Southern Nevada and the State; that Southern Nevada is also having the Bill reviewed by its legal counsel; that is not aware of what action Southern Nevada may pursue. Stated, in requesting direction from the Attorney General's Office, "any direction from the Attorney General will apply statewide; that it will be necessary to complete this process prior to determining what can be done." Stated, as, the Board is aware, neither the Staff nor the District Board of Health can sponsor legislation; and each of the legal jurisdictions have a limited number

of Bills which can be proposed. Stated, "this was a very contentious issue with a split vote among the Legislators; that the Legislators may not want to address this issue again; however, at some point it will have to be addressed." In response to Ms. Ratti regarding a Coalition to address this, Mr. Sack advised there is a coalition; however, the Coalition's perspective is different from the Health District's; that although the goal of both agencies is a reduction in the use of tobacco products, the Health District "is charged with the enforcement of State Law in regard to smoking restrictions and prohibitions." Advised, Staff "has to be able to perform the duties of the District in a defensible manner; and take any legal enforcement action; however this is currently it is not understood what that is."

In response to Mr. Gustin

Regarding lessening the smoking restrictions while reducing funding for smoking cessation programs, Mr. Sack advised the funding for smoking cessation programs has been steadily decreasing the past couple of years, prior to the lessening of the restrictions. Stated, as the Board was advised, "AB 571 was introduced during the last two (2) weeks of the Session; that Staff did not have the opportunity to provide meaningful input towards this Bill."

**MOTION: Ms. Ratti moved, seconded by Dr. Humphreys, that the June (and final) 2011 Legislative Tracking Report be accepted as presented.
Motion carried unanimously.**

PRESENTATION – RECOMMENDATION – APPROVAL – WASHOE COUNTY HEALTH DISTRICT'S APPLICATION – VOLUNTARY RETAIL FOOD REGULATORY PROGRAM STANDARDS GRANT OPPORTUNITY

Mr. Tony Macaluso, Environmental Health Specialist Supervisor

Advised he is a Supervisor in the Health District's Food Program, advising the Food and Drug Administration (FDA) Retail Food Program has received funding for distribution to jurisdictions participating in the Voluntary National Retail Food Regulatory Program Standards; that the Health District is a participant enrolled in the National Retail Food Program Standards since 2004. Advised, "there are nine (9) Standards, which are the basis for "the foundation of the Continuous Improvement Program for the District's Food Program."

Stated, as he noted, FDA has funding available for the continuous improvement within the Standards Program; that to be awarded the funding the FDA "is seeking proposals with a deliverable." Advised, Staff proposed to initiate a self-assessment, which will indicate how Staff is currently performing; that Staff conducted an initial self-assessment in 2006 when the

Department began participating in the Standards Program; that "it is time for another self-assessment." Advised, the self-assessment will include the identification of *Nevada Revised Statute* (NRS) 439 (General Powers of the Health Authority), and NRS 446.

Advised, the fundamentals of the ten (10) public health essentials addressed by this application would be: #1 Monitor health status to identify community health problems; #2 Diagnose and investigate health problems; #3 Inform and education; #6 Enforce laws and regulations; #8 assure a competent health workforce; that these correlate with the nine (9) Standards, which Staff will utilize to improve the Health District's Food Program "under FDA, specific to the regulations; training of Staff; Epi investigations; consistency with Hazard Analysis Critical Care Points (HACCP) based program; consistency with enforcement; public outreach; self-assessment; and budgetary issues." It is the consensus Staff will "meet the criteria of the ten (1) public health essentials."

Advised, in regard to "does the Health District need this", the Health District is mandated to conduct inspections of food service establishments. Advised, the direction of the District Board of Health "was to seek funding and resource development opportunities; that this grant opportunity will assist Staff in completing the self-assessment. The completion of the self-assessment will assist Staff in the development of a competent public health workforce allowing for the collaboration of community groups and constituents.

Advised, specific to addressing "a public health need", the Centers for Disease Control and Prevention (CDC) estimates foodborne outbreaks result in approximately 76 million illnesses; 325,000 hospitalizations; and 5,000 deaths in the United States annually.

Stated, should the Health District not receive the grant funding, the self-assessment "will be completed; however, not in a timely manner; that, further, the District will lose future FDA funding opportunities." Stated, Staff has conferred with the FDA Regional Representative, and was advised "due to the Food Safety Modernization Act Congress will be providing additional funding" to agencies demonstrating improvements in the food safety programs "to become more risk-based" in prevention.

Advised, to assist in achieving the "deliverables" the Health District would hire an intermittent hourly employee; that working with community partners to achieve the goals is not applicable.

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Advised, the funding from the FDA is \$2,500, with no matching funds required; no operating nor equipment expenditures; no sub-contract(s) with outside agencies; that the District would be reimbursed for the intermittent hourly Environmental Health Specialist position.

Advised, the Administrative Health Services Officer, has reviewed and concurs with the proposed grant application; that the application is completed and should assist the Health District "to get a foot in the door."

Advised, "success will be measured through the completion of the self-assessment; that a Report will be provided to the Board of Health upon completion." Advised, the Report will list the successes since the previous self-assessment; the improvements necessary; and the completion of a final Report.

Advised, the application must be submitted by July 15, 2011; that the FDA will notify the District by August 5, 2011, should the application be approved; and the initiative will be completed by July 2012.

Mr. Gustin stated, "the importance of food safety has been discussed by the Board for a number of years; that the [Health District] has a great Program and he would support the submission of the grant application to maximize the Program."

Dr. Humphreys

Stated, as a component of his orientation he accompanied Mr. Macaluso on some inspections; that it revealed to him the importance of the Program; that any assistance Staff can obtain to improve the Program further he would support.

Dr. Iser

Stated, as a former employee of the FDA he fully supported the proposal when presented to him by Mr. Sack.

Ms. Coulombe

Advised, Mr. Macaluso did an excellent job in preparing the proposal for the grant application.

MOTION: Mr. Gustin moved, seconded by Ms. Jung, that Staff be directed to

**proceed with the application to the Voluntary National Retail Food Regulatory Program Standards Grant Opportunity, as outlined.
Motion carried unanimously.**

APPROVAL – EXPENDITURES – TRAVEL FUNDS – MS. JUNG – DISTRICT BOARD OF HEALTH REPRESENTATIVE TO THE NATIONAL ASSOCIATION OF LOCAL BOARDS OF HEALTH (NALBOH) CONFERENCE – COEUR d’ALENE, IDAHO – SEPTEMBER 7 – 9, 2011

Chairman Smith

Advised, last month the Board approved Ms. Jung attending the National Association of Local Boards of Health (NALBOH) as the Washoe County District Board of Health representative; that it is necessary to approve her travel and registration expenditures.

**MOTION: Dr. Humphreys moved, seconded by Ms. Gustin, that the expenditures associated with Ms. Jung’s attendance at the National Association of the Local Board’s of Health (NALBOH) Conference in Coeur d’Alene, Idaho, September 7 – 9, 2011, as the Washoe County District Board of Health representative be approved.
Motion carried unanimously.**

DISCUSSION – POSSIBLE APPOINTMENT – AT-LARGE PHYSICIAN MEMBER APPOINTED BY THE DISTRICT BOARD OF HEALTH -- COMPLETING THE UNEXPIRED TERM OF DR. AMY KHAN – JULY 2011 – DECEMBER 31, 2014

Chairman Smith

Advised, the Board members have been provided with copies of the letters of intent, and the education and professional experience of the following three (3) candidates for the completion of the unexpired term of Dr. Amy Khan: 1) Dr. George Hess; Dr. Troy Ross; and Dr. John Cassani. Advised, the physician appointment is the At-Large member position and is the appointee of the District Board of Health. Stated, it had been the determination of the Board to have Dr. Furman and Dr. Humphreys confer with each of the candidates to review duties, responsibilities and commitment of being a member of the Board of Health.

Dr. Humphreys

Stated, he conferred with the applicants, and the Board has "three (3) solid candidates from which to choose; that it would be very difficult to state one candidate stood out from the other(s)." Stated, all three (3) candidates have a good understanding of the role of serving on the Board of Health and the benefit to the public, including the responsibilities and commitment.

Advised, Dr. George Hess is a retired physician who is very involved in the community, including the Inter-Hospital Coordinating Council (IHCC); that Dr. Hess did receive the endorsement of the Washoe County Medical Society.

Advised, Dr. Troy Ross graduated from Reno High School and the University of Reno Medical School; and retired in 2009 from the US Army Medical Corp, relocating back to Reno. Advised, currently Dr. Ross is working for Concentra; that Dr. Ross does have a Masters in Public Health. Stated, "Dr. Ross does have a great interest in public health, and will be getting into private practice after the first of 2012." Stated, in the discussion, Dr. Ross, who remains in the Army National Guard, advised he is being deployed to Iraq for a period of three (3) months from the end of July returning in November.

Advised, Dr. John Cassani has an active family practice in the community; that he has had the opportunity "to work professionally with Dr. Cassani; that Dr. Cassani has also been involved in emergency medical services care; and participated in the IHCC. Dr. Cassani has a lot of business and budgetary experience."

Advised, the Board "has three (3) stellar candidates to consider."

Dr. Furman

Stated, he conferred with the candidates and Dr. Humphreys has "summarized it very well, and he concurs with everything Dr. Humphreys stated; that the Board has three (3) very good candidates."

Ms. Jung

Stated she would nominate retired Dr. George Hess as the Board's At-Large appointee; that Dr. Hess has had an extensive career in the community; and has been very active in the community. Stated, although the Board had stipulated the physician appointed "would not have to be a member

of the Washoe County Medical Society (WCMS)", she is aware Dr. Hess is very active in the WCMS.

Mr. Gustin

Stated, in reviewing the applications, he, too, would concur with the comments presented by Dr. Humphreys and Dr. Furman regarding the excellent quality of the candidates. Stated, he would support the consideration of Dr. Cassani, as Dr. Cassani "operates a private business in the community; that he is impressed with Dr. Cassani's volunteerism. Stated, he regrets Dr. Ross is being deployed and would not be returning until November resulting in a number of missed meetings. Stated, due to the quality of the candidates he will support any candidate chosen by the Board.

MOTION: Ms. Jung moved, seconded by Dr. Furman, that Dr. George Hess be appointed to the Washoe County District Board of Health as the At-Large physician member, to complete the unexpired term of Dr. Amy Khan, serving from July 2011 through December 31, 2014.
Motion carried unanimously.

STAFF REPORTS AND PROGRAM UPDATES

A. Director, Epidemiology and Public Health Preparedness

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

Dr. Todd

Advised, as the Board members may be aware there has been an outbreak of E-coli, primarily in Germany; that in reviewing today's update he noted there have been five (1) confirmed and one (1) suspect case in the United States; that of the confirmed individuals in the US the majority of had traveled to the affected area. Advised, an unconfirmed fatal case occurred in Arizona; that Staff has disseminated an Epi newsletter regarding the subject to advise physicians to be aware of the symptoms and to order the appropriate clinical testing should a patient exhibit symptoms.

In response to Ms. Jung

Regarding "protecting yourself by not eating sprouts", Dr. Todd stated that E-coli can have a variety of sources, including rare ground beef; that the difference for a "rare steak is the meat is cooked

enough on the outside it should kill any bacteria which might be present." Advised the problems occur "when the meat is ground 'what was on the outside is now on the inside', and if the inside of the meat is undercooked viable organisms may not have been killed resulting in illness." Stated, previously E-coli was associated with ground meat; however, there have been recent outbreaks associated with vegetables and sprouts, etc. Stated, it has not yet been determined how the sprouts from "one farm in Germany became contaminated; that the sprouts have been removed from the markets in Europe and cases are beginning to decrease." Stated, "proper washing of vegetables is always helpful."

Dr. Iser

Stated he was with the FDA during the E-coli outbreak associated with spinach, which was pre-washed for "eating out of the bag"; that it had been the recommendation "it did not have to be washed to prevent cross-contamination." Stated, he recommends purchasing whole leaf lettuce and spinach and washing the leaves; that he would also recommend washing any fruit or vegetable in which the peel would be eaten.

Dr. Todd

Stated, he concurs with Dr. Iser regarding washing all fruit and vegetables; that he would further recommend washing any vegetable or fruit which "will be cut into, as there is the possibility of introducing contamination into the interior."

B. Director – Community and Clinical Health Services

Mr. Steve Kutz, Public Health Nursing Supervisor, presented Ms. Brown's monthly Division Director's Report, a copy of which was placed on file for the record.

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.

D. Director – Air Quality Management

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

Mr. Dick

Advised, "through May 2011, the Air Quality Management Division has accepted forty-three (43) new Authority to Construct applications, which exceeds the 2010 total number of forty (40); that hopefully this is an indicator of some increased economic activity." Stated, "unfortunately there continues to be much fewer construction applications for Dust Control Permits compared to previous years.

E. Administrative Health Services Officer

Ms. Eileen Coulombe, Administrative Health Services Officer, presented her monthly Administrative Health Services Officer Report, a copy of which was placed on file for the record.

Ms. Coulombe

Advised, in her Administrative Health Services Officer Report, she will be providing periodic updates specific to Technology Services and the various projects on which Mr. Fisher and Mr. Splan are working.

Stated, Dr. Furman had previously requested having the Food Inspection Reports and score on the Health District website; that Mr. Fisher is working with the IT Division to achieve this goal.

F. District Health Officer

Dr. Joseph Iser, District Health Officer, presented his monthly District Health Officer's Report, a copy of which was placed on file for the record.

Dr. Iser

Stated, as the Board "is already aware, the Division Directors, and other Health District Staff are of the highest of quality; that he has received nothing but support from Staff; that he would thank the Board members for being given the opportunity to serve as the District Health Officer for the next many years."

BOARD COMMENT

In response to Dr. Furman

Regarding writing thank you letters to the three (3) candidates for the District Board of Health physician position, Mrs. Smith advised that she will do that "as part of the Board's after-action letters."

Mr. Gustin

Stated, he too, would commend Staff regarding "their level of cooperation", advising last Friday he received a late afternoon telephone call from a local casino regarding the Health Department closing a pool at the facility and requesting his assistance to get it re-opened. Stated, he is now aware the closure was due to the casino not adhering to the direction of Staff; that Ms. Coulombe and Ms. Rucker are to be commended for working with the operators of the casino "to get the pool re-opened and operating within twenty-four (24) hours." Stated, Staff "took the extra time to determine what could be done and how to go about getting it down; that everyone who assisted is to be commended." Stated, he has conferred with the representatives of the casino, who became aware "it was an error of the employees and not the Health District." Stated, he is aware "Staff has enough to do and yet he received an email after 5:00pm on Friday advising him the problem was being resolved; that, again, Staff is to be commended for these efforts."

Ms. Ratti

Introduced "Evan, a student who is interning with her to learn about local government; that he will be organizing a community clean-up in Sparks as part of his internship."

WASHOE COUNTY DISTRICT BOARD OF HEALTH MEETING

June 23, 2011

Page 35

There being no further business to come before the Board, the meeting was adjourned at 3:05pm.



JOSEPH P. ISER, MD, DrPH, MSc
DISTRICT HEALTH OFFICER/SECRETARY



JANET SMITH, CPS
RECORDER

6/23/11

EMS Week/REMSA Proclamation

To designate the Week of May 15, 2011, as Emergency Medical Services Week

WHEREAS, emergency medical services is a vital public service; and

WHEREAS, the members of emergency medical services teams are 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, REMSA's and Care Flight's commitment to patient care throughout northern Nevada has been an integral factor in our communities safety, security, and success; and

WHEREAS, REMSA and has been a national benchmark of community medical education, child safety, and giving back to the communities they serve, and:

WHEREAS, the region is proud to have an organization such as REMSA and Care Flight operating within the state to ensure the highest quality of patient care and community support; and

WHEREAS, REMSA is one of only three organizations in North America to be accredited by the Commission on Accreditation of Ambulance Services (CAAS), the Commission on Accreditation of Medical Transportation Systems (CAMTS), and also the National Academies of Emergency Dispatch (NAED) as a Center of Excellence in Emergency Medical Dispatch; and

WHEREAS, the successes REMSA has accomplished are an indication of REMSA's and Care Flight's employee's and staff's dedication to the many communities served; 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, A. M. Smith, Chairman, Washoe County District Board of Health, in recognition of this event do hereby proclaim the week of May 15-21, 2011, as

EMERGENCY MEDICAL SERVICES WEEK

With the theme, **EMS: Everyday Heroes**, I encourage the community to observe this week with appropriate programs, ceremonies and activities.

June 23, 2011



A. M. SMITH, CHAIRMAN, WASHOE COUNTY
DISTRICT BOARD OF HEALTH

6/23/11



WASHOE COUNTY HEALTH DISTRICT

AIR QUALITY MANAGEMENT DIVISION



Public Health
Prevent. Promote. Protect.

DATE: June 23, 2011

TO: District Board of Health

FROM: Kevin Dick, Director, Air Quality Management

SUBJECT: Great Basin Ready Mix Inc – Case No. 1063
Unappealed Citation No. 4835
Agenda Item: 7.A.1.a.

Recommendation

Air Quality Management Division Staff recommends that Citation No. 4835 be upheld and a fine of \$1,000 be levied against Great Basin Ready Mix for the operation of a Coneco Portable Concrete Batch Plant without a permit. The Citation was issued for a violation of Section 030.000 of the District Board of Health Regulations Governing Air Quality.

Recommended Fine: \$2,000.00

Negotiated Fine: \$1,000.00

Background

On May 2, 2011, Air Quality Specialist Wallace Prichard was conducting an annual routine inspection at Great Basin Ready Mix Plant located at 11998 East Interstate 80 in Sparks, Nevada. Upon his inspection, Specialist Prichard noticed that there was a Portable Coneco Concrete Plant operating that was not referenced on any of the permits. Checking with the permitting division of the Air Quality Division, no permit to construct was submitted and no permit to operate was ever issued. As a result, AQ Specialist Prichard issued Citation No. 4835 for operating without a proper permit.

On May 6, 2011, AQ Supervisor Noel Bonderson and AQ Specialist Prichard met with Mr. Vance DeMars, President of Great Basin Ready Mix, for a negotiated meeting. Mr. DeMars explained that it was an oversight that the portable concrete plant was not properly permitted. Great Basin Ready Mix had reported the emissions from the portable plant under their permit for the permanent plant at the facility and had paid the associated emissions fee. After consideration of all the facts of the case, Mr. DeMars agreed to a fine of \$1,000. A Memorandum of Understanding was signed by all parties.

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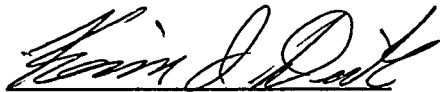
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DBOH AGENDA # 7.A.1.a.

June 23, 2011
DBOH/Great Basin Ready Mix Inc.
Page 2

Alternatives

1. The District Board of Health may determine that no violation of regulations has taken place and dismiss Citation No. 4835.
2. The Board may determine to uphold Citation No. 4835 but levy any fine in the range of \$0 to \$10,000.
3. In the event the Board determines to change the proposed penalty, the matter should be continued so that Great Basin Ready Mix Inc. may be properly noticed.



Kevin Dick, Director

KD/DC: ma



WASHOE COUNTY DISTRICT HEALTH DEPARTMENT
 AIR QUALITY MANAGEMENT DIVISION
 401 RYLAND STREET, SUITE 331 • P.O. BOX 11130 • RENO, NV 89520
 (775) 784-7200



NOTICE OF VIOLATION CMP11-0042

NOV 4835

DATE ISSUED: 05/05/2011

ISSUED TO: Great Basin Ready Mix PHONE #: 348-1898

MAILING ADDRESS: 11998 East I-80 CITY/ST: Sparks ZIP: 89434

NAME/OPERATOR: Kevin Jenkins PHONE #: 229-9696
operations manager

DRIVER LICENSE #/SSN _____

YOU ARE HEREBY OFFICIALLY NOTIFIED THAT ON 5/6/11 (DATE) AT 11:00 AM. (TIME), YOU ARE IN VIOLATION OF THE FOLLOWING SECTION(S) OF THE WASHOE COUNTY DISTRICT BOARD OF HEALTH REGULATIONS GOVERNING AIR QUALITY MANAGEMENT:

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

VIOLATION DESCRIPTION: Installation and operation of a non permitted portable batch plant (Concrete)

LOCATION OF VIOLATION: Work site at 11998 East I-80

POINT OF OBSERVATION: On site during inspection.

Weather: N/A Wind Direction From: N E S W

Emissions Observed: NONE
 (If Visual Emissions Performed - See attached Plume Evaluation Record)

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

Signature _____

CITATION: You are hereby notified that effective on _____ (date) you are in violation of the section(s) cited above. You are hereby ordered to abate the above violation within _____ hours/days. You are further advised that within ten days of the date of this violation you may submit a written notice of appeal to the Chairman, Hearing Board, P.O. Box 11130, Reno, Nevada 89520. Failure to submit a notice of appeal in the time specified will result in submission of this violation to the District Board of Health, together with a request that an administrative fine be levied against you. If you do not wish to file an appeal the appropriate fine may be paid at the District Health Department.

SIGNING THIS FORM IS NOT AN ADMISSION OF GUILT

Signature: Donald C. Brull Date: 5/5/11

Issued by: Wallace Pridemore Title: Air Quality Specialist II

WASHOE DOES NOT DISCRIMINATE ON THE BASIS OF SEX, RACE, COLOR, AGE, RELIGION, DISABILITY OR NATIONAL ORIGIN IN THE ACTIVITIES AND SERVICES WHICH IT PROVIDES. IF YOU HAVE ANY QUESTIONS, PLEASE CALL WASHOE COUNTY HUMAN RESOURCES - 328-2080; TDD NUMBER 328-3685.



DISTRICT HEALTH DEPARTMENT

AIR QUALITY MANAGEMENT DIVISION

MEMORANDUM OF UNDERSTANDING

WASHOE COUNTY DISTRICT HEALTH DEPARTMENT AIR QUALITY MANAGEMENT DIVISION

Date: 5/6/2011

Company Name: Great Basin Ready Mix, Inc.
Address: 11998 East I-80
Notice of Violation # 48-35 Case # 1063

The staff of the Air Quality Management Division of the Washoe County District Health Department issued the above referenced citation for the violation of Regulation 030000 Operating w/o Permit.

A settlement of this matter has been negotiated between the undersigned parties resulting in a penalty amount of \$ 1000.00. This settlement will be submitted to the District Board of Health for review at the regularly scheduled meeting on 5/6/2011.

X Vance L. DeMars
Signature of Company Representative

X Vance L. DeMars
Print Name

X President
Title

Witness

Witness

Noel A. Bondelson
Signature of District Representative

NOEL A. BONDELSON
Print Name

AQ SUPERVISOR
Title

Witness

Witness

COMPLAINT INVESTIGATION REPORT
Washoe County Air Quality Management Division

Complaint Number: **CMP11-0042**

Complaint Status: NOV

Source of Complaint: INVESTIGATOR

Complaint Type: PERMIT

Date Received: 05/11/2011

Time: 11:00:00 AM

Inspector: WPRICHARD

Inspector Area: 2

Complaint Description: CASE 1064 - NOV 4835 **** OPERATING WITHOUT A PERMIT

Address: 11998 E INTERSTATE 80 WCTY

Location:

Parcel Number: 08406032

Related Permit Number:

Complainant:

INSPECTOR WPRICHARD
WASHOE COUNTY HEALTH DEPARTMENT
1001 EAST 9TH ST BLDG A ROOM #115
RENO, NEVADA 89520
775-784-7212

Responsible Party:

GREAT BASIN READY MIX INC
VANCE L DEMARS
11998 EAST INTERSTATE 80
SPARKS NV

Investigation:

During the annual inspection of Great Basin Ready Mix it was discovered that there was a portable concrete plant that was erected and operating without a permit. There was a NOV Citation #4835 issued for operating without a permit. CASE 1063 - DBOH MEETING JUNE 23, 2011.

Enforcement Activities

Warning Citation..:

NOV.....: 05/05/2011

Citation Number: 0

NOV Number....: 4835

Case Number.....: 1063

Settlement.....:

Amount.....: \$0.00

Appealed.....:

Upheld.....:

Amount.....: \$0.00

Status Information

Initialized By.....: TBURTON

Date Assigned.....: 05/11/2011

Completed Date...:

Completed By.....:

VIOLATION: Major Violation of Section 030.000
Violation Operating With Out Permit
Notice of Violation #4835
Case #1055

ISSUED TO: Great Basin ready Mix INC.
~~11998 East Interstate 80~~ ✗
Sparks, Nevada 89434
Business Phone: (775) 348-1898

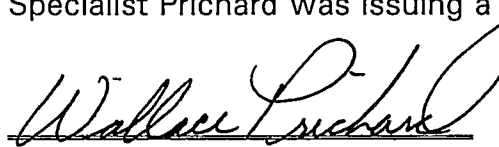
OPERATOR: Kevin Jeakins
Operations Manager
11998 East Interstate 80
Sparks, Nevada 89434
Business Phone: (775) 229-9696

On May 2, 2011 at 11:00 hours, Air Quality Specialist Wallace Prichard was conducting an annual stationary source inspection of Permit To Operate #A04-0070, issued to Great Basin Ready Mix for a Coneco Concrete Batch Plant. Specialist Prichard during the inspection noticed that there was a portable Coneco concrete batch plant also on site.

Upon checking previous inspection sheets and looking up permits issued to Great Basin, Q&D Construction and Grand Slam Project no permit application could be found,

Specialist Prichard upon review of inspections determined that no application had been submitted to Air Quality for a Permit to Construct. A Notice of Violation #4835 for a Major Violation of Section: 030.000, Operating Without Permit.

Supervisor Bonderson was notified on May 5, 2011, at 1500 hours that there was a Violation of Permit Conditions. Supervisor Bonderson was informed that Specialist Prichard was issuing a Notice of Violation to Great Basin Ready Mix, Inc.


Wallace Prichard
Wallace Prichard
Air Quality Specialist II
Air Quality Management Division
Washoe County Health District

RECOMMENDED FINE WORKSHEET

DATE: 5-9-2011 CASE NO.: 1063 NOV NO.: 4835

COMPANY NAME: Great Basin Ready Mix Inc

CONTACT NAME: Kevin Jeakins, Operations Manager

VIOLATION OF SECTION(S): 030.000 Operating w/o Permit (MAJOR / MINOR)

1ST VIOLATION 2ND VIOLATION 3RD VIOLATION

N/A HAZARDOUS AIR POLLUTANT YES / NO

N/A TYPE OF AIR CONTAMINANT
(CO, NOX, SOX, PM, VOC'S)

NO LEGALLY PERMITTED SOURCE YES / NO

NO PUBLIC HEALTH EXPOSURE YES / NO

Unknown NUMBER OF DAYS IN VIOLATION YES / NO

NO PUBLIC COMPLAINTS YES / NO

1. **DEGREE OF VIOLATION:** MINOR MODERATE **MAJOR**
(The degree to which the person/company has deviated from the regulatory requirements)

Major, but very little impact.

2. **ECONOMIC BENEFIT COMPONENT:** (OPTIONAL): MINOR MODERATE **MAJOR**
ESTIMATED COST \$ 330.00
(Economic effect to the person/company for NOT complying with the Regulations including avoided costs and delayed costs)

3. **DEGREE OF COOPERATION:** MINOR MODERATE **MAJOR**
(The person/company's efforts to immediately cease the violation and come into compliance)

Cooperation was very good, came in immediately.

4. **ADDITIONAL COMMENTS:**

Good meeting to clear things up.

RECOMMENDED FINE: \$2,000


AQ SPECIALIST'S SIGNATURE

NOTE: "Minor Violations", per District Regulations, cannot exceed \$1000 for the first and second violations.
Third minor violations, plus "major violations" cannot exceed \$10,000 per day.





WASHOE COUNTY HEALTH DISTRICT

AIR QUALITY MANAGEMENT DIVISION



Public Health
Prevent. Promote. Protect.

JUNE 17, 2011

ATTACHED IS A COPY OF EACH ACKNOWLEDGEMENT FORM DOCUMENTING THAT THE AFORESIGNED HAS BEEN PROPERLY NOTIFIED OF THE DATE, TIME AND LOCATION OF THE DISTRICT BOARD OF HEALTH MEETING TO CONSIDER THE FINAL DISPOSITION OF SAID CASE.

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WASHOE COUNTY HEALTH DISTRICT

AIR QUALITY MANAGEMENT DIVISION



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June 17, 2011

Kevin Jeakins, Operations Manager
Great Basin Ready Mix
11998 East I-80
Sparks, NV 89434

RE: Case No. 1063, NOV Citation No. 4835

I hereby acknowledge receiving a packet of the information to be presented to the Washoe County District Board of Health regarding Case No. 1063, at its meeting to be held on Thursday, June 23, 2011 at 1:00 p.m., at 1001 East Ninth Street, Reno, Nevada, Building B, Auditorium B. I understand that at this meeting the District Board of Health will take the appropriate administrative action against Case No.1063.

X Daniel C. Baul, CFO
Appellant or Representative

6/17/2011
Date

Delivered by:

Paul A. Henderson
Washoe County Health District
Air Quality Management Division Staff

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


6/23/11

Washoe County Health District

**Public Health**
Prevent Promote Protect

STAFF REPORT BOARD MEETING DATE: June 23, 2011

DATE: June 9, 2011**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:** Retroactive Approval of District Board of Health Chairman Acceptance of Amendment #1 to Subgrant Award from the Nevada Department of Health and Human Services, Health Division for the period January 1, 2011 to December 31, 2011 to increase the total funding amount from \$98,819 to \$292,556 in support of the Immunization Program, IO 10028.

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 Health District received Amendment #1 to the Subgrant Award from the Nevada Department of Health and Human Services, Health Division (NSHD), which provides for grant funding for the on-going Immunization Program, IO 10028. A copy of the Amendment is attached.

Goal supported by this item: Approval of the Subgrant Award supports the Health District Immunization Program Mission to promote public health by reducing vaccine preventable disease through immunization, with an emphasis on collaboration and cooperation with community partners.

PREVIOUS ACTION

The Washoe County District Board of Health approved a Notice of Subgrant Award in the amount of \$98,819 in support of the Immunization Program on April 28, 2011.

AGENDA ITEM # _____

BACKGROUND

The NSHD has received "Round 2" of funding from the Centers for Disease Control and Prevention (CDC). As such, the Amendment reflects the subgrant period of January 1, 2010 through December 31, 2010, with total funding of \$292,556, as anticipated. No terms and conditions Due to the timing requirement of acceptance of the Amendment (a fully executed contract must be in place prior to June 30, 2011 in order for remaining FY11 expenditures to be charged to the grant), the District Board of Health Chairman signed the Amendment on June 6, 2011.

This grant provides funding for: personnel and benefits (registry, technical assistance, training, surveillance, assessment, etc.), equipment, office supplies, training/travel, and operating supplies such as: MD consultants, other professional services, postage, copier charges, printing, telephone and repairs and maintenance.

FISCAL IMPACT

Should the Board retroactively approve the Subgrant Agreement, budget amendments for FY11 are not necessary as this award crosses County fiscal years and there is sufficient budget authority through June 30, 2011. FY12 budget amendments may or may not be necessary depending on the CY12 funding level.

RECOMMENDATION

Staff recommends that the District Board of Health Retroactively Approve District Board of Health Chairman Acceptance of Amendment #1 to Subgrant Award from the Nevada Department of Health and Human Services, Health Division for the period January 1, 2011 to December 31, 2011 to increase the total funding amount from \$98,819 to \$292,556 in support of the Immunization Program, IO 10028.

POSSIBLE MOTION

Move to Retroactive Approve District Board of Health Chairman Acceptance of Amendment #1 to Subgrant Award from the Nevada Department of Health and Human Services, Health Division for the period January 1, 2011 to December 31, 2011 to increase the total funding amount from \$98,819 to \$292,556 in support of the Immunization Program, IO 10028.

Nevada Department of Health and Human Services
HEALTH DIVISION
 (hereinafter referred to as the DIVISION)

HD Amendment #: 11244-1
 HD Contract #: 11244
 Budget Account #: 3213
 Category #: 20
 GL #: 8516

SUBGRANT AMENDMENT #1

Program Name: Nevada State Immunization Program Bureau of Child, Family & Community Wellness Nevada State Health Division		Subgrantee Name: Washoe County Health District	
Address: 4150 Technology Way, Suite 210 Carson City, NV 89706-2009		Address: PO Box 11130 Reno, NV 89520	
Original Subgrant Period: January 1, 2011 – April 30, 2011		Subgrantee EIN#: 88-6000138	
Amended Subgrant Period: January 1, 2011 – December 31, 2011		Subgrantee Vendor#: T40283400Q	
Source of Funds:	% of Funds:	CFDA#:	Federal Grant #:
1. Centers for Disease Control & Prevention	100%	93.268	5H23IP922549-09 Revised

Amendment #1: The Nevada State Immunization Program received round 2 funding from the CDC issued on 5/11/2011. It is necessary for the Nevada State Immunization Program to increase this subgrant award so that the subgrantee can accomplish the scope of work set out in the original subgrant. This amendment does not affect the subgrant scope of work. This amendment does affect the subgrant timeframe by extending it to December 31, 2011. This amendment increases the approved subgrant budget by \$193,737, from \$98,819 to \$292,556



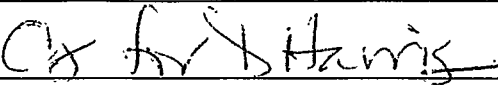

Change to: Approved Budget Categories

1. Personnel	\$	276,641	Any categorical adjustments must be approved through the Immunization Program Manager. Written permission must be obtained and can be done via email.
2. Travel	\$	3,174	
3. Operating	\$	2,016	
4. Equipment	\$	0	
5. Contractual/Consultant	\$	0	
6. Training	\$	0	
7. Other	\$	10,725	
Total	\$	292,556	

Disbursement of funds will be as follows:

Payment will be made upon receipt and acceptance of Reimbursement Request and supporting documentation specifically requesting reimbursement for actual expenditures specific to this subgrant. Total Reimbursement will not exceed \$292,556 during the subgrant period.

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

	Signature	Date
Matt Smith District Board of Health Chair		6-6-11
Erin Seward, MPH Program Manager		5/19/11
Deborah A. Harris, MA, CPM Bureau Chief		5/27/2011
Richard Whitley, MS Administrator, Health Division 		



6/23/11



Washoe County Health District



Public Health
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STAFF REPORT

BOARD MEETING DATE: 6/23/11

DATE: June 13, 2011

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, Washoe County Health District, 775-328-2417, ecoulombe@washoecounty.us *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 support services for the period upon ratification through June 30, 2012 unless extended by the mutual agreement of the Parties; with automatic renewal for two successive one-year periods for a total of 3 years on the same terms unless either party gives the other written notice of nonrenewal at least 60 days prior to June 30 of each year; 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 strategic priority: Protect population from health problems and health hazards.

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

PREVIOUS ACTION

This is an on-going Agreement that has been entered into annually for many years. The current Interlocal Agreement that terminates June 30, 2011 was approved by the District Board of Health on July 22, 2010.

BACKGROUND

This Agreement supports the County's goal to maintain optimal detainee health, including detection and treatment of communicable disease. The Health District agrees to provide at no charge to the County, STD/TB treatment medications and tuberculosis testing solution; provide diagnostic services when indicated to screen for tuberculosis for uninsured detainees;

AGENDA ITEM #7.C.2.

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

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PRINTED ON RECYCLED PAPER

pay for Chlamydia, gonorrhea, HIV and syphilis screening as itemized on the State Lab invoice, provide access and training of the Insight database/STD module to county personnel.

The County agrees to screen Juvenile Service's detainees for tuberculosis, Chlamydia, gonorrhea, HIV and syphilis and forward applicable tests to the Nevada State Lab; forward lab and diagnostic logs to the District; complete applicable STD/HIV testing sections in Insight along with required information in the registration and encounter information sections for every patient screened; pay 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 require Washoe Board of County Commissioner's approval.

FISCAL IMPACT

Should the Board approve this Interlocal Agreement there will be no additional impact to the adopted FY 12 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 support services for the period upon ratification through June 30, 2012 unless extended by the mutual agreement of the Parties; with automatic renewal for two successive one-year periods for a total of 3 years on the same terms unless either party gives the other written notice of nonrenewal at least 60 days prior to June 30 of each year; and if approved, authorize Chairman to execute the Interlocal Agreement.

POSSIBLE MOTION

Move to Interlocal Agreement between the Washoe County Health District and Washoe County through its Department of Juvenile Services to provide consultative and clinical support services for the period upon ratification through June 30, 2012 unless extended by the mutual agreement of the Parties; with automatic renewal for two successive one-year periods for a total of 3 years on the same terms unless either party gives the other written notice of nonrenewal at least 60 days prior to June 30 of each year; 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 to be utilized per medical protocol.
2. Provide diagnostic services per medical protocol or consultant physician order when indicated to screen for tuberculosis (Chest X-Rays, CT, or IGRA) for uninsured detainees.
3. 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.
4. Make available minor acute care medications, at the District's cost, which would include pharmacy time and materials.
5. Pay for chlamydia, gonorrhea, HIV and syphilis screening as itemized on the State Lab invoice.
6. Sterilize the County's medical equipment on an as-needed basis.
7. Provide training or Technical Assistance for topics related to this agreement as indicated, and as the District is able.
8. Contract Pharmacist and Laboratory Consultant will submit monthly invoice(s) to the County itemizing the costs of minor acute care medications, laboratory consultant time and pharmacy time and materials.
9. Provide access and training of the Insight database/STD Module to county personnel.

The County agrees to:

1. Screen Juvenile Service's detainees for tuberculosis, chlamydia, gonorrhea, HIV and syphilis and forward applicable tests to the Nevada State Lab.
2. Forward Lab and diagnostic logs to the District to facilitate payment verification by the 15th of every following month.
3. In Insight, complete applicable STD/HIV testing sections along with required information in the registration and encounter information sections for every patient screened. In the event of data bases inaccessibility:
 - Complete and forward Sexually Transmitted infection Survey forms (STIS) for every patient screened for Chlamydia, gonorrhea, HIV and syphilis.

- Complete STD/HIV Outreach Testing Form for every HIV client screened for Chlamydia, gonorrhea, HIV and syphilis.
4. Forward updated/revised APN protocol to the District annually upon ratification of this contract.
 5. Pay for minor acute care medications, laboratory consultant time and pharmacy costs and materials.
 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.
 8. Enter appropriate data into the insight database/STD Module.

The parties hereto agree that in performing the activities contained herein the District is acting as a business associate of the County and the County is acting as a business associate of the District, 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 and Exhibit B in regard to the records used pursuant to this agreement.

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

This Interlocal Agreement will take effect upon ratification by the governing parties and shall remain in effect until June 30, 2012, unless extended by the mutual agreement of the Parties. The Interlocal Agreement will automatically be renewed for two successive one-year periods for a total of 3 years on the same terms unless either party gives the other written notice of nonrenewal at least 60 days prior to June 30 of each year. The automatic renewal provision of this section shall not affect the right of the Health District to terminate the Interlocal Agreement as provided below.

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: Frank Cervantes, Division Director
Washoe County Department of Juvenile Services
P.O. Box 11130
Reno, Nevada 89520


DISTRICT: 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.

DISTRICT BOARD OF HEALTH

By: 
Chairman

Date: 6-23-11

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, Jan Evans Juvenile Justice Center/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, Jan Evans Juvenile Justice Center/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.

EXHIBIT B
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. "Covered Entity" shall mean The Washoe County Department of Juvenile Services, Jan Evans Juvenile Justice Center/Wittenberg Hall Juvenile detention Facility.

(b) Covered Entity. "Business Associate" shall mean The Washoe County Health District.

(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, Jan Evans Juvenile Justice Center/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.



Washoe County Health District



Public Health
Prevent. Promote. Protect.

STAFF REPORT
BOARD MEETING DATE: 6/23/11

DATE: June 9, 2011

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, Washoe County Health District, 775-328-2417, ecoulombe@washoecounty.us *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 Community Health Sciences students to engage in practical application of classroom instruction in a public health agency environment for the period upon approval of the Board of Regents and the Washoe County Board of Health through June 30, 2012 unless extended by the mutual agreement of the Parties; with automatic renewal for two successive one-year periods for a total of 3 years on the same terms unless either party gives the other written notice of nonrenewal at least 60 days prior to June 30 of each year; and if approved, authorize the 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. A copy of the Interlocal Agreement is attached.

District Board of Health strategic priority: Develop our workforce.

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

PREVIOUS ACTION

This is an on-going Agreement that has been entered into annually for many years. The current Interlocal Agreement that terminates June 30, 2011 was approved by the District Board of Health on April 22, 2010.

BACKGROUND

The Interlocal Agreement provides opportunities for students to engage in practical

AGENDA ITEM #7.C.3.

application of classroom instruction in a Public Health Agency environment. The learning opportunities will have an emphasis on education rather than services without disruption of usual Washoe County Health District activities.

The School of Community Health Sciences shall select, in consultation with the Health District, learning experiences to which the students will be assigned. Dates and times for the use of the facilities by students will be mutually determined. The School of Community Health Sciences will prepare and provide specific student schedules and other plans for instruction practice with the primary view of obtaining maximum educational benefit from the Health District's programs. 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.

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

FISCAL IMPACT

Should the Board approve this Interlocal Agreement, there will be no fiscal impact to the adopted FY 12 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 Community Health Sciences students to engage in practical application of classroom instruction in a public health agency environment for the period upon approval of the Board of Regents and the Washoe County Board of Health through June 30, 2012 unless extended by the mutual agreement of the Parties; with automatic renewal for two successive one-year periods for a total of 3 years on the same terms unless either party gives the other written notice of nonrenewal at least 60 days prior to June 30 of each year; and if approved, authorize the 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 Community Health Sciences students to engage in practical application of classroom instruction in a public health agency environment for the period upon approval of the Board of Regents and the Washoe County Board of Health through June 30, 2012 unless extended by the mutual agreement of the Parties; with automatic renewal for two successive one-year periods for a total of 3 years on the same terms unless either party gives the other written notice of nonrenewal at least 60 days prior to June 30 of each year; 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, the University of Nevada School of Community Health Sciences desires to have access to community and clinical public health opportunities for public health students during their preceptorship experience; and

WHEREAS, the WCHD conducts several community and clinical public health programs which would be enhanced by the services of public health students; 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, 2012, unless extended by the mutual agreement of the Parties. The Agreement will automatically be renewed for two successive one-year periods for a total of 3 years on the same terms unless either party gives the other written notice of nonrenewal at least 60 days prior to June 30 of each year. The automatic renewal provision of this section shall not affect the right of the Health District to terminate the Agreement as provided below.

TERMINATION. This 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:

G:/Management/Contracts/2010/School of Community Health Sciences

ATTACHMENT A: SCOPE OF EDUCATIONAL EXPERIENCE (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.

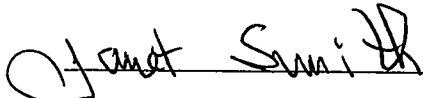
ENTIRE AGREEMENT AND MODIFICATION. This Contract and its integrated attachment(s) constitute the entire agreement of the parties and such are intended as a complete and exclusive statement of the promises, representations, negotiations, discussions, and other agreements that may have been made in connection 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 6-23-11 Chairman
Washoe County Board of Health Date Title

ATTEST:

 On 6-23-11
Date

APPROVED BY BOARD OF REGENTS

On _____
Date Title

On _____

ATTACHMENT A
SCOPE OF EDUCATIONAL EXPERIENCE
SCHOOL OF Community Health Sciences

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 Community Health Sciences 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 Community Health Sciences 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 Community Health Sciences 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 Community Health Sciences

Jennifer Bennett
School of Community Health Sciences MS
274
University of Nevada, Reno
Reno, NV 89557
775-784-3538

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.

6/23/11



Washoe County Health District



Public Health
Prevent. Promote. Protect.

STAFF REPORT
BOARD MEETING DATE: 6/23/11

DATE: June 10, 2011

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, Washoe County Health District, 775-325-2417, ecoulombe@washoecounty.us *EC*

SUBJECT: Ratification of Interlocal Agreement between 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 for the period upon approval of the Board of Regents and the Washoe County Board of Health through June 30, 2012 unless extended by the mutual agreement of the Parties; with automatic renewal for two successive one-year periods for a total of 3 years on the same terms unless either party gives the other written notice of nonrenewal at least 60 days prior to June 30 of each year; and if approved, authorize the 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. A copy of the Interlocal Agreement is attached.

District Board of Health strategic priority: Develop our workforce.

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

BCC Strategic Outcome supported by this item: Healthy communities.

PREVIOUS ACTION

This is an on-going Agreement that has been entered into annually for many years. The current Interlocal Agreement that terminates June 30, 2011 was approved by the District Board of Health on April 22, 2010.

BACKGROUND

The Interlocal Agreement provides opportunities for students to engage in practical application of classroom instruction in a Public Health Agency environment. The

AGENDA ITEM #7.C.4.

learning opportunities will have an emphasis on education rather than services without disruption of usual Washoe County Health District activities.

Orvis School of Nursing shall select, in consultation with the Health District, learning experiences to which the students will be assigned. Dates and times for the use of the facilities by students will be mutually determined. Orvis School of Nursing will prepare and provide specific student schedules and other plans for instruction practice with the primary view of obtaining maximum educational benefit from the Health District's programs.

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.

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

FISCAL IMPACT

Should the Board approve this Interlocal Agreement, there will be no additional impact to the adopted FY 12 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 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 for the period upon approval of the Board of Regents and the Washoe County Board of Health through June 30, 2012 unless extended by the mutual agreement of the Parties; with automatic renewal for two successive one-year periods for a total of 3 years on the same terms unless either party gives the other written notice of nonrenewal at least 60 days prior to June 30 of each year; and if approved, authorize the Chairman to execute the Interlocal Agreement.

POSSIBLE MOTION

Move to ratify the Interlocal Agreement between 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 for the period upon approval of the Board of Regents and the Washoe County Board of Health through June 30, 2012 unless extended by the mutual agreement of the Parties; with automatic renewal for two successive one-year periods for a total of 3 years on the same terms unless either party gives the other written notice of nonrenewal at least 60 days prior to June 30 of each year; 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, 2012 unless extended by the mutual agreement of the Parties. The Agreement will automatically be renewed for two successive one-year periods for a total of 3 years on the same terms unless either party gives the other written notice of nonrenewal at least 60 days prior to June 30 of each year. The automatic renewal provision of this section shall not affect the right of the Health District to terminate the Agreement as provided below.
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.

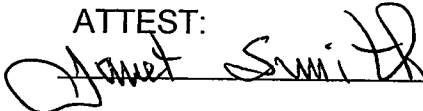
18. ENTIRE AGREEMENT AND MODIFICATION. This Contract and its integrated attachment(s) constitute the entire agreement of the parties and such are intended as a complete and exclusive statement of the promises, representations, negotiations, discussions, and other agreements that may have been made in 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 6-23-11 Chairman
Washoe County Board of Health Date Title

ATTEST:


_____ On 6.23.11
Date

Recommended By:

_____ On _____
Date Title

_____ On _____
Date Title

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

_____ On _____
Thomas L. Judy, Associate V.P., Date Title
Business & Finance

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.



Washoe County Health District



Public Health
Prevent Promote Protect

STAFF REPORT
BOARD MEETING DATE: June 23, 2011

DATE: June 9, 2011
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: 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 a faculty physician to serve as a consultant on pediatric Tuberculosis cases in the total amount of \$2,000 per year for the period July 1, 2011 through June 30, 2012, unless extended by mutual agreement of the Parties; the Agreement will automatically be renewed for two successive one-year periods for a total of 3 years on the same terms unless either party give the other written notice of nonrenewal at least 60 days prior to June 30 of each year; 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 District Board of Health strategic priority: *Protect population from health problems and health hazards.* It also supports the Health District Tuberculosis (TB) Prevention Program mission to prevent and control tuberculosis in order to reduce morbidity, disability and premature death due to tuberculosis by reducing the number of TB cases per 100,000 in Washoe County.

PREVIOUS ACTION

This is an on-going Agreement that has been entered into annually for many years. The FY11 Interlocal Agreement was approved by the District Board of Health on May 28, 2009 and amendment #1, approving a one-year extension of the contract through June 30, 2011, was approved by the District Board of Health on April 22, 2010.

BACKGROUND

The Health District proposes to renew the contract with the University of Nevada School of Medicine Integrated Clinical Services, Inc., and University of Nevada School of Medicine

AGENDA ITEM # 7.C.5.

Multispecialty Group Practice North, Inc., dba MEDSchool Associates North (MSAN) for the period July 1, 2011 through June 30, 2012 unless extended by the mutual agreement of the Parties. The contract rate is \$500 per quarter, not to exceed a total amount of \$2,000.

The Interlocal Agreement provides for: medical consultation services related to the diagnosis and treatment of active tuberculosis cases and latent tuberculosis infection in pediatric patients (0-14 years) by record review or office visit; discussion and review of progress and concerns related to pediatric tuberculosis patients; and approval of pediatric treatment protocols and clinical evaluations performed by District nurses.

The agreement will automatically be renewed for successive one-year periods for a total of three (3) years on the same terms unless either party gives the other written notice of nonrenewal at least 60 days prior to June 30 of each year. The automatic renewal provision of this section shall not affect the right of the Health District to terminate the Agreement as provided.

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 FY12 budget as expenses for this contract were anticipated and projected in the Immunization Program (Cost Center 171400) 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 a faculty physician to serve as a consultant on pediatric Tuberculosis cases in the total amount of \$2,000 per year for the period July 1, 2011 through June 30, 2012, unless extended by mutual agreement of the Parties; the Agreement will automatically be renewed for two successive one-year periods for a total of 3 years on the same terms unless either party give the other written notice of nonrenewal at least 60 days prior to June 30 of each year; 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 a faculty physician to serve as a consultant on pediatric Tuberculosis cases in the total amount of \$2,000 per year for the period July 1, 2011 through June 30, 2012, unless extended by mutual agreement of the Parties; the Agreement will automatically be renewed for two successive one-year periods for a total of 3 years on the same terms unless either party give the other written notice of nonrenewal at least 60 days prior to June 30 of each year; and direct the Chairman of the Board to sign.

0. 5. 1. 1. 1.

INTERLOCAL AGREEMENT

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

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 pediatric pulmonary medicine; and

WHEREAS, MSAN agrees to provide a faculty member to serve as a consultant on pediatric Tuberculosis cases;

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

The MSAN agrees to:

1. Provide medical consultation services related to the diagnosis and treatment of active tuberculosis cases and latent tuberculosis infection in pediatric patients (0-14 years) by record review or office visit.
2. Discuss and review progress and concerns related to pediatric tuberculosis patients and approve pediatric treatment protocols and clinical evaluations performed by District nurses.
3. Bill the District quarterly for consultative services provided.
4. 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 Agreement.

The District agrees to:

1. Reimburse MSAN \$2,000 per year in four (4) quarterly payments of \$500 for services described herein.
2. Be responsible for all fiscal and program responsibilities, records and reports for patients provided services through District programs.
3. Provide physician(s) with appropriate forms to obtain fingerprints at the Washoe County Sheriff's Office.

4. Provide no payment in advance of services. Payments are to be mailed to the following address:

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

HIPAA: The parties acknowledge that they are subject to the provisions of the Health Insurance Portability and Accountability Act and the regulations promulgated there under (hereinafter "HIPAA"), pertaining to the maintenance, handling, retention, confidentiality and availability of records and data containing protected health information, as that term is defined by 45 C.F.R. §164.501. It is agreed that in addition to maintaining such records and data in accordance with HIPAA and any more restrictive provisions of state law, including but not limited to, chapters 441A of the Nevada Revised Statutes and the Nevada Administrative Code, the parties will require that all employees, contractors, and agents with whom they share the records and data provide comparable protections to those provided by the parties.

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.

TERM. The term of this Agreement is from July 1, 2011 through June 30, 2012 unless extended by the mutual agreement of the Parties. The Agreement will automatically be renewed for two successive one-year periods for a total of 3 years on the same terms unless either party gives the other written notice of nonrenewal at least 60 days prior to June 30 of each year. The automatic renewal provision of this section shall not affect the right of the Health District to terminate the Agreement as provided below.

TERMINATION. Either party may terminate this Agreement and any amendments 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 this purposes specified in this Agreement, MSAN hereby consents to the termination of this Agreement. In such event, District will notify provider 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, MBA
UNSOM
1664 N. Virginia Street, M/S 1332
Reno, NV 89557-1332

Notices to the District shall be addressed to:

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

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

District Board of Health

By: 
Chairman

Date: 6-23-11

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

By: _____
Cheryl Hug-English, MD, MPH
ICS President

Date: _____

By: _____
Nevin Wilson, MD, MSAN President

Date: _____

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 outline in the WCDHD Bloodborne Pathogens Exposure Control Plan. Copies of the plan are available in the Divisions within the Department.

Your signature below indicates your agreement that:

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

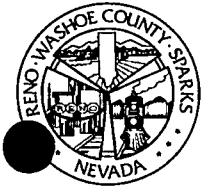
You will abide by those policies.

You have designated a health care provider to provide you post exposure evaluation and prophylaxis at your 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



Washoe County Health District



Public Health
Prevent. Promote. Protect.

STAFF REPORT
BOARD MEETING DATE: 6/23/11

DATE: June 8, 2011

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, Washoe County Health District, 775-328-2417, ecoulombe@washoecounty.us *EC*

SUBJECT: Ratification of Interlocal 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 for the period upon approval of the Washoe County Board of Health and Washoe County School District through June 30, 2012, unless extended by the mutual agreement of the Parties; with automatic renewal for two successive one-year periods for a total of 3 years on the same terms unless either party gives the other written notice of nonrenewal at least 60 days prior to June 30 of each year; and if approved, authorize the 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. A copy of the Interlocal Agreement is attached.

District Board of Health strategic priority: Develop our workforce.

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

PREVIOUS ACTION

The current Interlocal Agreement that terminates June 30, 2011 was approved by the District Board of Health on April 22, 2010.

BACKGROUND

The Interlocal Agreement provides an opportunity for high school interns to engage in mentor-directed activities in a public health agency environment. The learning opportunities for students will have an emphasis on education rather than services without disruption of usual Washoe County Health District activities.

AGENDA ITEM #7.C.6.

The Washoe County School District shall select, in consultation with the Health District, learning experiences to which the students will be assigned. Dates and times for the use of the facilities by students will be mutually determined. The School District will prepare specific student schedules and other plans for instruction practice with the primary view of obtaining maximum educational benefit from the Health District's programs.

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.

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

FISCAL IMPACT

Should the Board approve this Amendment to the Agreement, there will be no additional impact to the adopted FY 12 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 Interlocal 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 for the period upon approval of the Washoe County Board of Health and Washoe County School District through June 30, 2012, unless extended by the mutual agreement of the Parties; with automatic renewal for two successive one-year periods for a total of 3 years on the same terms unless either party gives the other written notice of nonrenewal at least 60 days prior to June 30 of each year; and if approved, authorize the Chairman to execute the Interlocal Agreement.

POSSIBLE MOTION

Move to ratify the Interlocal 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 for the period upon approval of the Washoe County Board of Health and Washoe County School District through June 30, 2012, unless extended by the mutual agreement of the Parties; with automatic renewal for two successive one-year periods for a total of 3 years on the same terms unless either party gives the other written notice of nonrenewal at least 60 days prior to June 30 of each year; 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 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 and Washoe County School District, through June 30, 2012, unless extended by the mutual agreement of the Parties. The Agreement will automatically be renewed for two successive one-year periods for a total of 3 years on the same terms unless either party gives the other written notice of nonrenewal at least 60 days prior to June 30 of each year. The automatic renewal provision of this section shall not affect the right of the Health District to terminate the Agreement as provided below.
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.

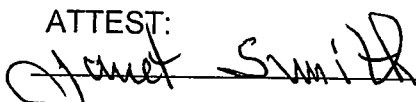
ENTIRE AGREEMENT AND MODIFICATION. This Contract and its integrated attachment(s) constitute the entire agreement of the parties and such are intended as a complete and exclusive statement of the promises, representations, negotiations, discussions, and other agreements that may have been made in connection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


Washoe County Board of Health On 6-23-11 Chairman
Date Title

ATTEST:


On 6-23-11
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

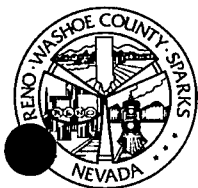
ATTACHMENT B

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.

6/23/11



Washoe County Health District



Public Health
Prevent. Promote. Protect.

STAFF REPORT BOARD MEETING DATE: 6/23/11

DATE: June 13, 2011

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, Washoe County *EC*
Health District, 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. in the total amount of \$2,700 per year to provide laboratory director services for the period July 1, 2011 through June 30, 2012 unless extended by the mutual agreement of the Parties; with automatic renewal for two successive one-year periods for a total of 3 years on the same terms unless either party gives the other written notice of nonrenewal at least 60 days prior to June 30 of each year; 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. A copy of the Interlocal Agreement is attached.

District Board of Health strategic priority: Develop our workforce.

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

PREVIOUS ACTION

This is an on-going Agreement that has been entered into annually for many years. The Interlocal Agreement was approved by the District Board of Health on April 22, 2010.

BACKGROUND

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:

AGENDA ITEM # 7.C.7.

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 Interlocal Agreement.

FISCAL IMPACT

Should the Board approve this Agreement, there will no additional impact to the adopted FY 12 budget as expenses for this contract were anticipated and projected in the Sexual Health and Family Planning programs (cost centers 171300 and internal order 10025) 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. in the total amount of \$2,700 per year to provide laboratory director services for the period July 1, 2011 through June 30, 2012 unless extended by the mutual agreement of the Parties; with automatic renewal for two successive one-year periods for a total of 3 years on the same terms unless either party gives the other written notice of nonrenewal at least 60 days prior to June 30 of each year; and if approved, authorize Chairman to execute the Interlocal Agreement.

POSSIBLE MOTION

Move to 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. in the total amount of \$2,700 per year to provide laboratory director services for the period July 1, 2011 through June 30, 2012 unless extended by the mutual agreement of the Parties; with automatic renewal for two successive one-year periods for a total of 3 years on the same terms unless either party gives the other written notice of nonrenewal at least 60 days prior to June 30 of each year; 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 "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, 2011 through June 30, 2012 unless extended by the mutual agreement of the Parties. The Agreement will automatically be renewed for two successive one-year periods for a total of 3 years on the same terms unless either party gives the other written notice of nonrenewal at least 60 days prior to June 30 of each year. The automatic renewal provision of this section shall not affect the right of the Health District to terminate the Agreement as provided below.

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

NON-APPROPRIATION. In the event funds are not appropriated for the purposes specified in this Agreement, 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, MBA
UNSOM
1664 North Virginia Street M/S 1332
Reno, Nevada 89557-0332

Notices to the District shall be addressed to:

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

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

District Board of Health

By:  Date: 6-23-11
Chairman, District Board of Health

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: _____
Cheryl Hug-English, MD, MPH,
ICS President

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) _____
 LAST NAME FIRST NAME MIDDLE INITIAL

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.

6/23/11



Washoe County Health District



Public Health
Prevent. Promote. Protect.

STAFF REPORT BOARD MEETING DATE: 6/23/11

DATE: June 13, 2011

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, Washoe County Health District, 775-328-2417, ecoulombe@washoecounty.us *EC*

SUBJECT: Ratification of Interlocal Agreement between the Washoe County Health District and the Board of Regents of the Nevada System of Higher Education on Behalf of the University of Nevada School of Medicine to provide community and clinical public health opportunities for School of Medicine residents during their preceptorship experience for the period upon approval of all parties through June 30, 2012 unless extended by the mutual agreement of the Parties; with automatic renewal for two successive one-year periods for a total of 3 years on the same terms unless either party gives the other written notice of nonrenewal at least 60 days prior to June 30 of each year; and if approved authorize the 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. A copy of the Interlocal Agreement is attached.

District Board of Health strategic priority: Develop our workforce.

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

PREVIOUS ACTION

This is an on-going Agreement that has been entered into annually for many years. The current Interlocal Agreement that terminates June 30, 2011 was approved by the District Board of Health on April 22, 2010.

BACKGROUND

The Interlocal Agreement provides opportunities for medical residents to engage in practical application of classroom instruction in a Public Health Agency environment. The learning opportunities will have an emphasis on education rather than services without disruption to usual Washoe County Health District activities.

AGENDA ITEM # 7.C.8.

The University School of Medicine shall select, in consultation with the Health District, learning experiences to which residents will be assigned. Dates and times for the use of the facilities by residents will be mutually determined. The Health District shall allow the University School of Medicine utilization of the Health District's programs for a period of two weeks during each preceptor rotation.

The University School of Medicine will prepare and provide resident schedules and other plans for instruction with the primary view of obtaining maximum educational benefit from the Health District's programs. The resident's instructor will provide a copy of the course syllabus, which includes the evaluation form(s) and expectations.

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

FISCAL IMPACT

Should the Board approve this Interlocal Agreement, there will be no fiscal impact to the adopted FY 12 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 on Behalf of the University of Nevada School of Medicine to provide community and clinical public health opportunities for School of Medicine residents during their preceptorship experience for the period upon approval of all parties through June 30, 2012 unless extended by the mutual agreement of the Parties; with automatic renewal for two successive one-year periods for a total of 3 years on the same terms unless either party gives the other written notice of nonrenewal at least 60 days prior to June 30 of each year; and if approved authorize the 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 on Behalf of the University of Nevada School of Medicine to provide community and clinical public health opportunities for School of Medicine residents during their preceptorship experience for the period upon approval of all parties through June 30, 2012 unless extended by the mutual agreement of the Parties; with automatic renewal for two successive one-year periods for a total of 3 years on the same terms unless either party gives the other written notice of nonrenewal at least 60 days prior to June 30 of each year; 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 ON BEHALF OF THE UNIVERSITY OF
NEVADA SCHOOL OF MEDICINE
(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 of the Nevada System of Higher Education on behalf of the University of Nevada School of Medicine and the Washoe County Board of Health, through June 30, 2012, unless extended by the mutual agreement of the Parties. The Agreement will automatically be renewed for two successive one-year periods for a total of 3 year on the same terms unless either party gives the other written notice of nonrenewal at least 60 days prior to June 30 of each year. The automatic renewal provision of this section shall not affect the right of the Health District to terminate the Agreement as provided below.

TERMINATION. This 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)

ATTACHMENT C: COMMITMENT TO THE JOINT SPONSORSHIP OF THE FAMILY MEDICINE RESIDENCY PROGRAM (See Attachment C)

EXHIBIT A: EDUCATIONAL GOALS AND OBJECTIVES - COMMUNITY MEDICINE (See Exhibit 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.

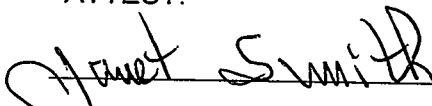
ENTIRE AGREEMENT AND MODIFICATION. This Contract and its integrated attachment(s) constitute the entire agreement of the parties and such are intended as a complete and exclusive statement of the promises, representations, negotiations, discussions, and other agreements that may have been made in connection 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 6-23-11 Chairman
Washoe County Board of Health Date Title

ATTEST:

 On 10-23-11
Date

APPROVED BY BOARD OF REGENTS OF THE NEVADA SYSTEM OF HIGHER EDUCATION ON BEHALF OF THE UNIVERSITY OF NEVADA SCHOOL OF MEDICINE

Cheryl Hug-English, MD, MPH 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 policies 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 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.

ATTACHMENT C to the CONTRACT AGREEMENT
between WASHOE COUNTY HEALTH DISTRICT (Facility) and the
BOARD OF REGENTS of the NEVADA SYSTEM OF HIGHER EDUCATION on behalf of the
UNIVERSITY OF NEVADA SCHOOL OF MEDICINE
concerning the
COMMITMENT TO THE JOINT SPONSORSHIP OF THE FAMILY MEDICINE RESIDENCY
PROGRAM

FOR THE PERIOD JULY 1, 2011 - JUNE 30, 2012

- A. Officials at the participating institution or facility who will assume administrative, educational, and supervisory responsibility for the residents.
1. It is agreed that David Fiore, M.D. shall serve as residency program director. Dr. Fiore will have full authority to direct and coordinate the program's activities in all participating institutions, including all responsibilities designate to the program director in the ACGME's Institutional and Program Requirements. Should it be necessary to appoint a new residency program director, the appointment will be made by the Chair of the School's responsible academic department with the concurrence of the Facility's Director and the School's Dean.
 2. David Fiore, M.D. shall have administrative, educational and/or supervisory responsibility for residents at the Facility during rotations to the Facility.
 3. All teaching staff participating in the clinical training of residents at Facility must have faculty appointments in a Department of the School and must have clinical privileges at the Facility. Participation in resident teaching also requires the concurrence of the residency program director. Faculty is appointed following Board of Regents of the Nevada System of Higher Education Handbook. Facility policies control the granting of clinical privileges at the Facility.
- B. Educational goals and objectives are attached hereto as Exhibit A and incorporated herein by this reference.
1. Facility will provide the educational setting in which the goals and objectives of the curricular elements of Community and Preventive Medicine are accomplished.
- C. Period of assignment of the residents to the Facility, the financial arrangements, and the details of insurance and benefits.
1. Residents' assignments for the academic year will be:

Postgraduate year (PGY)-III residents are assigned to Facility for a period of two (2) weeks during each preceptor rotation.
- D. Financial Arrangements, insurance and benefits
1. All residents will be University employees and will receive employee benefits as approved by the Board of Regents. The School will obtain malpractice coverage for the Residents as well as State Industrial Insurance. ✓
- E. Facility's responsibilities for teaching, supervision, and formal evaluation of the residents' performance.

1. Facility agrees to cooperate with School in the appointment of clinical faculty as described in paragraphs 1.A., B., and C., above, who will have teaching, supervision, and evaluation responsibilities in the clinical training of residents at Facility. Formal evaluations must be completed at the end of each rotation based on the Educational Goals and Objectives published in the program's Resident Handbook and Exhibit A, attached hereto and incorporated herein by this reference, and returned to the program administration office.
 2. Supervision will be accomplished according to the guidelines established in the program's Resident Handbook, the Facility's approved guidelines for resident supervision, Facility bylaws, and in the ACGME Program Requirements.
- F. Policies and procedures that govern the residents' education while rotating to Facility.
1. Policies and procedures that govern the residents' education while rotating to Facility are stated in the Facility's Bylaws, Rules and Regulations, and Resident Supervision Policy, in the ACGME Program Requirements, the Program's Resident Handbook, the Processes, Procedures, Rules for GME and the Nevada System of Higher Education Board of Regents Handbook.
- G. Special program requirements.
1. Facility will make available the space, equipment, supplies, and support staff necessary to carry out the resident's patient care responsibilities and education while at the Facility.
 2. While assigned to Facility, residents will attend their continuity clinics and core conferences.

[SIGNATURE PAGE FOLLOWS]

**Washoe County District Board of
Board of Health**

**Board of Regents of the Nevada System of
Higher Education on behalf of the
University of Nevada School of Medicine**

A. M. Smith III
Chairman

Date

David Fiore, M.D.
Residency Director
Family Medicine, Reno

Date

Miriam Bar-on, M.D.
Associate Dean of Graduate Medical
Education

Date

Cheryl Hug-English, MD, MPH
Dean School of Medicine

Date

Exhibit A
Educational Goals and Objectives

COMMUNITY MEDICINE

1. GENERAL DESCRIPTION

- A. The rotation in Community and Preventive Medicine is somewhat unique in our residency in that not only is it part rotational and part longitudinal, but is also involves doing independent discovery to answer specific cases with an associated written summary. Family Physicians actual practices may vary to the extent that they are involved in public and community health care. This portion of the curriculum is designed to provide residents with the skills and expertise expected of family physicians with active practices involving this area. This rotation will provide a concentrated experience in the field of Community Medicine.
- B. The two week rotation in Community and Preventive Medicine is centered on experiences offered by the Washoe County Health District. You should meet with the Division Director, Community and Clinical Services, to discuss the time you will be spending with the Health District. Assigned readings are also a part of the learning process. Prior to starting your Community and Preventive Medicine rotation please review the list of cases and questions that are listed on e'value. Please select three cases that you wish to explore and let Dr. Fiore know of your choices. Your written assignment on this rotation is a one page write up for each case or personnel/functions question that you select (five pages total). You should answer each question posed and list the people you have spoken to in researching the questions. Independent research is also encouraged.
- C. The longitudinal aspect of Community and Preventive Medicine involves multiple components. As with nearly all aspects of our training in Family Medicine, we cannot completely compartmentalize our learning. It is expected that you will learn content and philosophy pertinent to Community and Preventive Medicine throughout your residency and beyond. To encourage this, each resident is required to attend *at least* one UNSOM Student Outreach Clinic by April of their third year. Additionally, each class is to select a community project that they are interested in and in which each resident will participate.
- D. Residents are expected to follow their patients in the Family Medicine Center during this rotation.
- E. Level – (PGY)-111
- F. Location – Community Medicine is an office/health department based rotation.
- G. Duration – One two week block.
- H. Community Medicine is a full time rotation.
- I. Three to four half days per week will be spent in the Family Medicine Center.
- J. Participation in the Family Medicine call pool is required during this rotation.
- K. Work hour form submission is required at the completion of this rotation during work hour tracking months.
- L. Evaluation of Rotation
 - a. The evaluation of the resident on this rotation will be done by the completion of an evaluation form by the attending physician at the end of the rotation.
 - b. The resident will fill out a rotation evaluation for at the end of the rotation.

- c. The knowledge, skills and competencies acquired during this rotation will be evaluated by a Family Medicine attending as the resident provides care to patients in the Family Medicine Center.
- d. The resident's performance on the American Board of Family Medicine In-Training examination will also be used to assess knowledge in this area.

2. **PATIENT CARE** and **MEDICAL KNOWLEDGE** skills to be mastered

- A. Learn to assess and understand the important health needs of the community in which they work.
- B. Understand and be able to interact with community health resources that may be utilized in the care of patients and their families, including school health services and public health services.
- C. Understand and be able to implement disease prevention/health promotion, including appropriate strategies and behaviors such as immunizations and healthful lifestyle changes that will protect children, adults, and families from illness or injury.

3. **PRACTICE BASED LEARNING AND IMPROVEMENT**

- A. This competency is addressed longitudinally throughout the rotation.
 - a. Scientific evidence will be reviewed by the resident and supervisors.
 - b. The practical implementation of evidence-based medicine will be discussed as the medical decision making and public health decision making is reviewed.
 - c. Information technology will be utilized by the resident as he or she is required to research topics for completing the community medicine cases.

4. **INTERPERSONAL AND COMMUNICATION SKILLS**

- A. This competency is addressed longitudinally throughout the rotation by helping the resident improve his or her ability to communicate effectively with public health workers at all levels. Written communication will also be evaluated by review of the case write-ups.

5. **PROFESSIONALISM**

- A. This competency is addressed longitudinally throughout the rotation.
 - a. The resident's sense of personal responsibility including attendance, promptness, motivation, completion of duties, and appropriate dress will be observed and evaluated.
 - b. Ethical and legal practice skills will be taught.
 - c. Respect for cultural, gender and age, differences will be taught, observed and evaluated.
 - d. The resident is expected to treat patients, families, public health workers and colleagues with respect, understanding, sympathy and honesty.

6. **SYSTEMS BASED PRACTICE**

- A. This competency is addressed longitudinally throughout the rotation.

- a. The resident will learn to become aware of available resources and the cost effectiveness of testing and therapeutic options from a public health point of view.
- b. The resident will gain an increasing understanding of the role of the patient, physician, support staff, public resources and insurer in the health care environment.
- c. The resident will become aware of the available resources in our community as well as to the limitations of the resources in our community that our available.

6/23/11



Washoe County Health District



Public Health
Prevent. Promote. Protect.

STAFF REPORT
BOARD MEETING DATE: 6/23/11

DATE: June 13, 2011

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, Washoe County *EC*
Health District, 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 the University of Nevada School of Medicine Multi-Specialty Group Practice North, Inc. (MSAN) in the total amount not to exceed \$11,300 annually in support of male sterilization procedures for the period July 1, 2011 through June 30, 2012 unless extended by the mutual agreement of the Parties; with automatic renewal for successive one-year periods for a total of 3 years on the same terms unless either party gives the other written notice of nonrenewal at least 60 days prior to June 30 of each year; and if approved authorize the 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 strategic priority: Protect population from health problems and health hazards.

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

BCC Strategic Outcome supported by this item: Healthy communities.

PREVIOUS ACTION

This is an on-going Agreement that has been entered into annually for many years. The current Interlocal Agreement that terminates June 30, 2011 was approved by the District Board of Health on June 24, 2010.

BACKGROUND

The Washoe County Health District's Family Planning Program proposes to contract at the rate of \$452 per completed vasectomy not to exceed a total amount of \$11,300

AGENDA ITEM #7.C.9.

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

annually. The contract provides for up to twenty-five (25) vasectomy procedures per year for patients referred from the Health District.

The District will conduct a patient assessment to assist with determining an authorized referral and notify MSAN of the preauthorized patient's name using a process agreed upon by both parties. The District will complete the Consent to Sterilization, Statement of Person Obtaining Consent and the Interpreter Statement (if indicated) and provide a copy to MSAN so they may complete the Physician's Statement.

MSAN will assume all responsibility for maintaining patient records; ensure that each patient receives a pre-surgery physical exam, a signed consent for the procedure, the surgical procedure, post-operative semen analysis and any additional treatment necessary to ensure the efficacy of the procedure. MSAN will complete the Consent for Sterilization Physician's statement and return to the District with request for payment.

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

FISCAL IMPACT

This Interlocal Agreement is federally funded by the Family Planning Title X award. The Health District anticipates receiving approval to carry forward unspent FY11 funds. If approved, expenses for this contract will be posted in the Family Planning Title X Grant Program, internal order 10025, under account 710714, Referral Services.

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 the University of Nevada School of Medicine Multi-Specialty Group Practice North, Inc. (MSAN) in the total amount not to exceed \$11,300 annually in support of male sterilization procedures for the period July 1, 2011 through June 30, 2012 unless extended by the mutual agreement of the Parties; with automatic renewal for successive one-year periods for a total of 3 years on the same terms unless either party gives the other written notice of nonrenewal at least 60 days prior to June 30 of each year; and if approved authorize the Chairman to execute the Interlocal Agreement.

POSSIBLE MOTION

Move to ratify 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 Multi-Specialty Group Practice North, Inc. (MSAN) in the total amount not to exceed \$11,300 annually in support of male sterilization procedures for the period July 1, 2011 through June 30, 2012 unless extended by the mutual agreement of the Parties; with automatic renewal for successive one-year periods for a total of 3 years on the same terms unless either party gives the other written notice of nonrenewal at least 60 days prior to June 30 of each year; and if approved authorize the 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 Multi-Specialty Group Practice North, Inc., dba MEDSchool Associates North, hereinafter referred to as "MSAN."

WHEREAS, the District administers Title X funding to provide male sterilization to clients without insurance or sufficient funding to cover the cost of the procedure; and

WHEREAS, MSAN desires to provide male sterilization procedures through the University of Nevada School of Medicine Family Medicine Center;

NOW THEREFORE, in view of their complementary goals, the parties wish to enter into this agreement to decrease the rate of unintended pregnancy in Washoe County.

MSAN agrees to:

1. Provide up to twenty five (25) vasectomy procedures before 6/30/12 for patients referred from the District.
2. Assume all responsibility for maintaining patient records.
3. Ensure that each patient receives a pre-surgery physical exam, a signed consent for the procedure, the surgical procedure, post-operative semen analysis and any additional treatment necessary to ensure the efficacy of the procedure.
4. Complete the Consent for Sterilization Physician's statement and return to District with request of payment (See attached).
5. Bill the Health District monthly after providing services to pre-authorized patients.
6. Comply with all applicable laws, ordinances and regulations of governmental entities including but not limited to blood-borne pathogens, tuberculosis, and professional licensure.
7. Provide the District access to the University of Nevada School of Medicine Family Medicine Center records if requested, to verify services.

The District agrees to:

1. Advertise the availability of subsidized male sterilization to HAWC, Planned Parenthood, Washoe Pregnancy Center, and District Family Planning patients.
2. Conduct a patient assessment to assist with determining an authorized referral. Priority for services is given to low-income males and those who are un/under insured, medically indigent or have no other resources for health care.
3. Notify MSAN of the pre-authorized patient's name using a process agreed upon by both parties.
4. The District will complete the Consent to Sterilization, Statement of Person Obtaining Consent and the Interpreter Statement (if indicated) and provide a copy to MSAN so they may complete the Physician's Statement as indicated above (See attached).
5. Reimburse MSAN in the amount of \$452.00 per completed vasectomy up to a maximum of \$11,300 annually.
6. 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
Attn: Accounts Receivable
401 West Second Street, Suite 237
Reno, NV 89503-5353

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 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.

TERM. The term of this Agreement is from July 1, 2011 through June 30, 2012 unless extended by the mutual agreement of the Parties. The Agreement will automatically be renewed for successive one-year periods for a total of 3 years on the same terms unless either party gives the other written notice of nonrenewal at least 60 days prior to June 30 of each year. The automatic renewal provision of this section shall not affect the right of the Health District to terminate the Agreement as provided.

TERMINATION. Either party may terminate this Agreement and any amendments 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 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. 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:

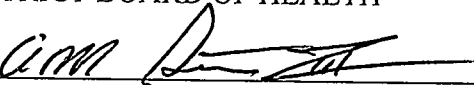
Gail Smith, Director of Contracting
UNSOM
1664 N. Virginia Street
M/S 0332 – Pennington Bldg. # 231
Reno, Nevada 89557-0332

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: 6-23-11
A. M. Smith III, Chairman

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

By: _____ Date: _____
Cheryl Hug-English, MD, MPH, ICS President

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

CONSENT FOR STERILIZATION

NOTICE: YOUR DECISION AT ANY TIME NOT TO BE STERILIZED WILL NOT RESULT IN THE WITHDRAWAL OR WITHHOLDING OF ANY BENEFITS PROVIDED BY PROGRAMS OR PROJECTS RECEIVING FEDERAL FUNDS.

■ CONSENT TO STERILIZATION ■

I have asked for and received information about sterilization from _____ . When I first asked

Doctor or Clinic

for the information, I was told that the decision to be sterilized is completely up to me. I was told that I could decide not to be sterilized. If I decide not to be sterilized, my decision will not affect my right to future care or treatment. I will not lose any help or benefits from programs receiving Federal funds, such as Temporary Assistance for Needy Families (TANF) or Medicaid that I am now getting or for which I may become eligible.

I UNDERSTAND THAT THE STERILIZATION MUST BE CONSIDERED PERMANENT AND NOT REVERSIBLE. I HAVE DECIDED THAT I DO NOT WANT TO BECOME PREGNANT, BEAR CHILDREN OR FATHER CHILDREN.

I was told about those temporary methods of birth control that are available and could be provided to me which will allow me to bear or father a child in the future. I have rejected these alternatives and chosen to be sterilized.

I understand that I will be sterilized by an operation known as a _____ . The discomforts, risks

Specify Type of Operation

and benefits associated with the operation have been explained to me. All my questions have been answered to my satisfaction.

I understand that the operation will not be done until at least thirty days after I sign this form. I understand that I can change my mind at any time and that my decision at any time not to be sterilized will not result in the withholding of any benefits or medical services provided by federally funded programs.

I am at least 21 years of age and was born on: _____ Date

I, _____, hereby consent of my own free will to be sterilized by _____

Doctor or Clinic

by a method called _____ . My

Specify Type of Operation

consent expires 180 days from the date of my signature below.

I also consent to the release of this form and other medical records about the operation to:

Representatives of the Department of Health and Human Services, or Employees of programs or projects funded by the Department but only for determining if Federal laws were observed, I have received a copy of this form.

Signature

Date

You are requested to supply the following information, but it is not required: (Ethnicity and Race Designation) (please check)

- Ethnicity:**
 Hispanic or Latino
 Not Hispanic or Latino
- Race (mark one or more):**
 American Indian or Alaska Native
 Asian
 Black or African American
 Native Hawaiian or Other Pacific Islander
 White

■ INTERPRETER'S STATEMENT ■

If an interpreter is provided to assist the individual to be sterilized: I have translated the information and advice presented orally to the individual to be sterilized by the person obtaining this consent. I have also read him/her the consent form in _____ language and explained its contents to him/her. To the best of my knowledge and belief he/she understood this explanation.

Interpreter's Signature

Date

HHS-687 (05/10)

■ STATEMENT OF PERSON OBTAINING CONSENT ■

Before _____ signed the

Name of Individual

consent form, I explained to him/her the nature of sterilization operation _____, the fact that it is

Specify Type of Operation

intended to be a final and irreversible procedure and the discomforts, risks and benefits associated with it.

I counseled the individual to be sterilized that alternative methods of birth control are available which are temporary. I explained that sterilization is different because it is permanent. I informed the individual to be sterilized that his/her consent can be withdrawn at any time and that he/she will not lose any health services or any benefits provided by Federal funds.

To the best of my knowledge and belief the individual to be sterilized is at least 21 years old and appears mentally competent. He/She knowingly and voluntarily requested to be sterilized and appears to understand the nature and consequences of the procedure.

Signature of Person Obtaining Consent

Date

Facility

Address

■ PHYSICIAN'S STATEMENT ■

Shortly before I performed a sterilization operation upon

on _____

Name of Individual

Date of Sterilization

I explained to him/her the nature of the sterilization operation

_____, the fact that it is

Specify Type of Operation

intended to be a final and irreversible procedure and the discomforts, risks and benefits associated with it.

I counseled the individual to be sterilized that alternative methods of birth control are available which are temporary. I explained that sterilization is different because it is permanent.

I informed the individual to be sterilized that his/her consent can be withdrawn at any time and that he/she will not lose any health services or benefits provided by Federal funds.

To the best of my knowledge and belief the individual to be sterilized is at least 21 years old and appears mentally competent. He/She knowingly and voluntarily requested to be sterilized and appeared to understand the nature and consequences of the procedure.

(Instructions for use of alternative final paragraph: Use the first paragraph below except in the case of premature delivery or emergency abdominal surgery where the sterilization is performed less than 30 days after the date of the individual's signature on the consent form. In those cases, the second paragraph below must be used. Cross out the paragraph which is not used.)

(1) At least thirty days have passed between the date of the individual's signature on this consent form and the date the sterilization was performed.

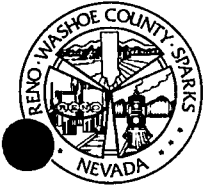
(2) This sterilization was performed less than 30 days but more than 72 hours after the date of the individual's signature on this consent form because of the following circumstances (check applicable box and fill in information requested):

- Premature delivery
 Individual's expected date of delivery: _____
- Emergency abdominal surgery (describe circumstances): _____

Physician's Signature

Date

6/23/11



Washoe County Health District



Public Health
Prevent. Promote. Protect.

STAFF REPORT

BOARD MEETING DATE: 6/23/11

DATE: June 13, 2011

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, Washoe County Health District, 775-328-2417, ecoulombe@washoecounty.us

SUBJECT: **Recommend approval of donation of equipment (Travel IR) to Sparks Fire Department with a current market value estimated at \$17,500.**

SUMMARY

Pursuant to NRS 244.1505, Board of County Commissioners (BCC) may donate to a governmental entity for any purpose which will provide a substantial benefit to the inhabitants of the county. As the policy making board for the Washoe County Health District, this approval is first being brought forth for District Board Of Health approval and will be scheduled for July 26, 2011 BCC approval.

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

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

PREVIOUS ACTION

There has been no action taken this fiscal year.

BACKGROUND

The Washoe County Health District no longer uses the Travel IR made by Sensir Technologies and proposes to donate the piece of equipment to the Sparks Fire Department. Sensir Technologies has phased out the Travel IR and no longer builds replacement components. The equipment has become obsolete as it does not have "reach-back" system capabilities.

The Sparks Fire Department will be able to use this equipment for a trade-in and receive credit up to \$17,500 towards the purchase of upgraded equipment manufactured by Ahura Scientific which uses the Fourier Transform Infrared Spectroscopy (FTIR) technique. The Washoe County Health District would have received a trade-in credit up to \$7,000. This donation will provide the Sparks Fire Department an opportunity to upgrade their chemical identification capabilities as agreed to by the Regional Triad Team.

AGENDA ITEM # 7.D.

FISCAL IMPACT

There is no fiscal impact associated with the donation of this equipment.

RECOMMENDATION

Staff recommends that the Washoe County District Board of Health recommend approval of the donation of equipment (Travel IR) to Sparks Fire Department with a current market value estimated at \$17,500.

POSSIBLE MOTION

Move to recommend approval of the donation of equipment (Travel IR) to Sparks Fire Department with a current market value estimated at \$17,500.

6/23/11



Washoe County Health District



Public Health
Prevent. Promote. Protect.

STAFF REPORT
BOARD MEETING DATE: 6/23/11

DATE: June 13, 2011

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, Washoe County Health District, 775-328-2417, ecoulombe@washoecounty.us *EC*

SUBJECT: Approval to utilize funds from the Washoe County Health District/Environmental Oversight account to purchase 1) HazMat ID 3 Year Partnership Program with 360 Upgrade in the amount of \$15,000 from Smiths Detection and 2) Responder RCI Partnership Package in the amount of \$40,000 from Smiths Detection; and if approved authorize the Administrative Health Services Officer to issue payment from the Environmental Oversight account in the total amount not to exceed \$55,000.

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 is requesting approval to utilize funds from the Environmental Oversight Account to purchase the HazMat ID 360 Upgrade and the Responder RCI totaling \$55,000.

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

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

PREVIOUS ACTION

- On July 26, 1995 the District Board of Health accepted and approved the Settlement of the Tank Farm Litigation with the stipulation that the funds be utilized exclusive by the Health District for the continued monitoring of the Tank Farm Site, and also for any possible future environmental activities.

AGENDA ITEM # 7.E.

- On February 3, 2000 the District Board of Health approved to purchase an enforcement vehicle for the Hazardous Materials Program utilizing the accrued interest in the Environmental Oversight account. The interest would also be used to augment the monthly operating expense, when available.
- On November 14, 2002 the District Board of Health approved utilizing the accrued interest in the Environmental Oversight account for the maintenance expense associated with the enforcement vehicle.

BACKGROUND

In 2005 the District Board of Health accepted and approved the Settlement of the Tank Farm Litigation. The award was for time already spent in the enforcement of state and local laws for the clean-up and remediation of the Tank Farm fuel spill in Sparks and for continuing efforts in oversight and enforcement. A copy of the Settlement and Washoe County Health Districts Release of All Claims along with a copy of the minutes from the July 26, 1995 meeting is attached for reference.

In 2003 the Washoe County Health District replaced an aging 1991 GMC Suburban and purchased a 2003 Ford F350 vehicle in the total amount of \$28,489.17 for enforcement activities utilizing the interest accrued in the Environmental Oversight account as approved by the District Board of Health in February 2000. The service body of the new vehicle allowed for adequate storage of equipment in secured compartments, accessibility, ability to respond in all weather conditions, perform field sampling, and testing on scene when responding to a wide variety of public health incidents.

As of the May 1, 2011 – May 31, 2011 Bank of America statement, the Environmental Oversight account has a balance of \$163,224.20.

Environmental Health Services staff in the Hazardous Materials program is requesting to purchase the following two items:

- 1) Responder RCI from Smiths Detection (low quote-see attached) in the amount of \$40,000. The Responder RCI is a portable Raman spectrometer for chemical identification of unknown solids and liquids. Samples are measured through included glass vials using an integrated sample compartment or in clear containers through the external sample port. The Responder RCI is a Class 3b laser system.
- 2) HazMatID with 360 Upgrade from Smiths Detection (sole source) in the amount of \$15,000. The HazMatID 360 upgrade is necessary as the current software will not interface with the new Responder RCI equipment. The software upgrade provides for 24/7 ReachBack access to PH.D. Chemists, Engineers, and Application Scientists for spectral interpretation assistance and/or technical support.

The Washoe County Health District is part of the Regional Triad Team. All members of the team have agreed to upgrade equipment that uses the Fourier Transform Infrared Spectroscopy (FTIR) technique.

FISCAL IMPACT

There is no fiscal impact to the Health Fund as this agenda item will utilize funding from the Washoe County Health District/Environmental Oversight account.

RECOMMENDATION

Staff recommends that the Washoe County District Board of Health approve the utilization of funds from the Washoe County Health District/Environmental Oversight account to purchase 1) HazMat ID 3 Year Partnership Program with 360 Upgrade in the amount of \$15,000 from Smiths Detection and 2) Responder RCI Partnership Package in the amount of \$40,000 from Smiths Detection; and if approved authorize the Administrative Health Services Officer to issue payment from the Environmental Oversight account in the total amount not to exceed \$55,000.

POSSIBLE MOTION

Move to approve the utilization of funds from the Washoe County Health District/Environmental Oversight account to purchase 1) HazMat ID 3 Year Partnership Program with 360 Upgrade in the amount of \$15,000 from Smiths Detection and 2) Responder RCI Partnership Package in the amount of \$40,000 from Smiths Detection; and if approved authorize the Administrative Health Services Officer to issue payment from the Environmental Oversight account in the total amount not to exceed \$55,000.

SETTLEMENT
and
WASHOE COUNTY HEALTH DISTRICT'S
RELEASE OF ALL CLAIMS

Recitals

WHEREAS, the SETTLING DEFENDANTS were named as potentially responsible parties in Order No. 91-22 issued by the United States Environmental Protection Agency ("EPA") pursuant to Section 106 of the Comprehensive Environmental Response, Compensation, and Liability Act, 42 U.S.C. § 9606 on August 22, 1991;

WHEREAS, the SETTLING DEFENDANTS were named as defendants in that state court lawsuit filed by the Nevada Division of Environmental Protection ("NDEP") on January 25, 1991, Case No. CV91-546;

WHEREAS, WASHOE COUNTY HEALTH DISTRICT filed a Motion to Intervene in Case No. CV91-546 on August 1, 1991 and successfully intervened as a Plaintiff in Case No. CV91-546 on December 23, 1991;

WHEREAS, the SETTLING DEFENDANTS presented a Removal Action Plan to the EPA for the development of a remediation system to clean up soil and groundwater contamination at the Site, that plan being subsequently approved by the EPA and the NDEP;

WHEREAS the SETTLING DEFENDANTS have begun construction of a remediation system with the consent and approval of the EPA and the NDEP;

WHEREAS the SETTLING DEFENDANTS have allocated among themselves responsibility for payment of remediation costs related to cleaning up soil and groundwater contamination at the Site;

NOW, THEREFORE, IT IS AGREED AS FOLLOWS:

1. **Definitions.** For the purpose of this Release of All Claims, the following definitions apply:

Site. The term "Site" refers to the Sparks Solvent/Fuel Site, as described by the EPA in Order No. 91-22 issued to the SETTLING DEFENDANTS on August 22, 1991, and Order No. 93-17 issued to Helms Construction & Development Company on June 11, 1993, and as described by the NDEP in its state lawsuit brought against the SETTLING DEFENDANTS, Case No. CV91-546.

SETTLING DEFENDANTS. The term SETTLING DEFENDANTS refers to the following entities: 1) Santa Fe Pacific Pipelines, Inc.; 2) SFPP, L.P.; 3) Southern Pacific Transportation Company; 4) Shell Oil Company; 5) Berry-Hinckley Terminal, Inc.; 6) Chevron U.S.A., Inc.; 7) Texaco Marketing and Refining, Inc.; 8) Union Oil Company of California dba UNOCAL; and 9) Time Oil Company.

2. **Release.** FOR AND IN CONSIDERATION of the payment to the undersigned, WASHOE COUNTY HEALTH DISTRICT, of the sum of ONE HUNDRED AND FIFTY THOUSAND DOLLARS AND ZERO CENTS (\$150,000.00), the receipt of which is hereby acknowledged, WASHOE COUNTY HEALTH DISTRICT and its agents, employees, successors, assigns, and divisions do hereby forever release, acquit, and discharge each and every SETTLING DEFENDANT, and each, every, and all of the SETTLING DEFENDANTS' respective agents, servants, employees, representatives, attorneys, insurers, successors, assigns, subsidiaries, parent corporations, affiliates, sister corporations, and/or other related entities from any and all claims or causes of action whatsoever existing in WASHOE COUNTY HEALTH

DISTRICT, either directly or indirectly, on account of or in any way growing out of or connected with any or all known or unknown causes of action, claims, demands, damages, losses, or liabilities of whatsoever character, including but not limited to its claim to recover oversight costs from the SETTLING DEFENDANTS related to contamination at the Site and any other of those causes of action or claims in any way related to that state court lawsuit pending against the SETTLING DEFENDANTS and identified as Case No. CV91-546 in the Second Judicial District Court of the State of Nevada in and For the County of Washoe, within which WASHOE COUNTY HEALTH DISTRICT is a plaintiff in intervention.

3. **Deposit into Trust Account.** The WASHOE COUNTY HEALTH DISTRICT shall deposit the sum of money described in paragraph two (2) in a trust account with the Washoe County Treasurer and shall utilize said funds and the interest thereon for payment of future oversight activities at the Site during the remediation period. The HEALTH DISTRICT waives any and all future claims for additional oversight costs from the SETTLING DEFENDANTS should the amount of said funds and the interest thereon be insufficient to satisfy its oversight costs for any reason.

4. **Dismissal With Prejudice.** WASHOE COUNTY HEALTH DISTRICT further agrees that in consideration of the payment and receipt of the aforesaid sum of money as described immediately above in paragraph two (2), WASHOE COUNTY HEALTH DISTRICT will DISMISS WITH PREJUDICE all of its claims for relief against the SETTLING DEFENDANTS pending in that state court lawsuit specifically described immediately above in paragraph two (2), with each and every party thereto bearing their own costs and attorneys' fees.

5. **Non-admission of Liability.** It is understood that this settlement is a compromise of doubtful and disputed claims and that the payment and receipt of the aforesaid sum of money

and other terms of this Release of All Claims is not to be presented as evidence or in any way construed as any admission or acknowledgment of liability or responsibility on the part of any of the SETTLING DEFENDANTS or any of the SETTLING DEFENDANTS' respective agents, servants, employees, attorneys, insurers, affiliates, subsidiaries, parent corporations, or representatives. Each and every of the SETTLING DEFENDANTS hereby expressly denies liability or responsibility for those claims, causes of action, and actions subject to this Release of All Claims.

6. **Confidentiality.** Each and every of the undersigned parties hereby promises and agrees, for itself and for its employees, attorneys, and representatives, to maintain in strict confidence this Release of All Claims, the terms of this Release, and any communications related to this Release, except as disclosure is required by Chapters 139 and 241 of the Nevada Revised Statutes. The undersigned parties further agree that they are prohibited from using the fact of this Release, any of its provisions, or any communications in connection with its negotiation or execution for any purposes except to enforce the terms hereunder.

7. **Entire Agreement.** The language of this Release of All Claims constitutes the entire agreement and understanding between the undersigned parties and the terms of this Release are contractual and not a mere recital.

8. **Attorneys' Fees.** In the event there is a breach of this Release of All Claims in any fashion and action is taken thereon to enforce or defend the same, the prevailing party shall be entitled to recover from the breaching party all costs, expenses, and attorneys' fees incurred in

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said action.

IN TESTIMONY WHEREOF, this instrument is executed on this _____ day of _____, 1995.

PARTIES:

WASHOE COUNTY HEALTH DISTRICT

By: _____
Chairman, Washoe County District
Board of Health

SETTLING DEFENDANTS:

SANTA FE PACIFIC PIPELINES, INC.

By: _____

Its: _____

SFPP, L.P.

By: _____

Its: _____

SOUTHERN PACIFIC TRANSPORTA-
TION COMPANY

By: _____

Its: _____

SHELL OIL COMPANY

By: _____

Its: _____

TIME OIL COMPANY

By: _____

Its: _____

BERRY-HINCKLEY TERMINAL, INC.

By: _____

Its: _____

CHEVRON U.S.A., INC.

By: _____

Its: _____

TEXACO REFINING AND MARKETING,
INC.

By: _____

Its: _____

UNION OIL CO. of CALIFORNIA, dba
UNOCAL

By: _____

Its: _____

There being no one else wishing to speak either in favor of or in opposition to the proposed Regulations, the Public Hearing was closed.

In the discussion that followed, it was the general consensus of the Board that Section 070.035 (Sewage Disposal) be amended to increase the time limit from the recommended thirty (30) days to sixty (60) days.

Mr. Tyre advised that the other two (2) proposed revisions were to Section 040.025 (General Layout) and 070.010 (Sewage Disposal), as outlined by Staff.

MOTION: Ms. Galt moved and it was seconded by Ms.

Glenn-McIntire that the proposed Washoe County District Board Regulations Governing Mobile Home and Recreational Vehicle Parks, be approved and adopted, as amended.

Motion was carried, with Mr. Salerno voting "no".

CONSIDERATION/POSSIBLE ACTION - SETTLEMENT - TANK FARM LITIGATION

Ms. Melanie Foster, Deputy District Attorney, advised that the Board members have been provided with a copy of the Settlement Agreement for the Tank Farm Litigation. Ms. Foster advised that the Settlement Agreement is a standard agreement; that the amount of the settlement is \$150,000; that approval of the Agreement stipulates that the Health

WASHOE COUNTY DISTRICT BOARD OF HEALTH MEETING

July 26, 1995

Page 34

Department would dismiss its claims against the NINE (9) **settling defendants**, as outlined on page two (2) of the Agreement. Ms. Foster stated that there is one (1) more defendant in the Tank Farm Litigation; that Golden Gate Petroleum has not participated in the discovery or any other portions of the lawsuit; therefore, Golden Gate Petroleum remains a party to the lawsuit and the District Board of Health's claims against the company remain; that this is the same for the State. Ms. Foster stated that on Monday, July 24, 1995, there was a status hearing before Judge Steinheimer; that legal counsel for the State advised Judge Steinheimer that he anticipates having a final Agreement by the end of the week; that both the State and the District Board of Health, upon ratification by the District Board of Health, have been advised to have the Agreement filed with the Court by Friday. Ms. Foster advised that the Court will then allow a set period of time for comment by other parties (not involved in the settlements), and if necessary, conduct hearings on the Agreement(s); that although there was discussion regarding the State's, she does not believe that there will be much discussion regarding the State's settlement. Ms. Foster advised that the City of Sparks' claim remains based upon property damage and lost tax revenue based upon the actual condition of the property. In response to Mr. King regarding the use of the settlement, Ms. Foster advised that on page 3. **Deposit into Trust Account**, stipulates that the Health Department shall deposit the sum of money described into a trust account with the Washoe County Treasurer and shall utilize said funds and the interest thereon for payment of future oversight activities at the Site during

WASHOE COUNTY DISTRICT BOARD OF HEALTH MEETING

July 26, 1995

Page 35

the remediation period. Ms. Foster stated that it is estimated that the remediation may take approximately seventeen (17) years to twenty (20) years. Ms. Foster stated that Ms. Galt also indicated a portion of the funds should be utilized to fund other (possible) enforcement activities; that the representative for the settling defendants stated that there were no objections to this recommendation; therefore, this would be at the discretion of the Board; that the current settlement addresses Staff's concerns regarding the costs of monitoring the on-going remediation of the Site. In response to Ms. Galt regarding the projected costs of the remediation, were based primarily upon the costs which were allocated this past year, which was approximately \$21,000; however, she does not know if this was inclusive or exclusive of the County's direct cost rate. Ms. Foster advised that the concern was that the funds be for exclusive Health District purposes for Site remediation and (possible) other activities. In response to Mr. Salerno regarding the Health Department's responsibility, Ms. Foster advised that the Health Department would continue to monitor the remediation of the Site, per contracts with the State of Nevada for the monitoring of the UST (Underground Storage Tank) and Hazmat Programs and other delegated programs. Ms. Foster stated that the State has the enforcement authority, and the authority to levy penalties; that the Health Department has no Statutory penalty authority.

Ms. Galt stated that she is in full agreement with the settlement, taking into consideration the length of time of the Health Department's involvement; that she would recommend that the settlement be utilized for the continued monitoring of the remediation, but also for the establishment of an "environmental defense fund" for the District Board of Health for any possible future lawsuits of this type.

Ms. Foster advised that the Federal 106 (Clean-up Order) remains in-force; that it is her understanding that the State Settlement will address those remediation issues not addressed in the Federal 106 Clean-up Order, those issues which are not addressed through CERCLA (Comprehensive Environmental Response Compensation Liability Act).

MOTION: Ms. Galt moved and it was seconded by Mr. Salerno that the Settlement of the Tank Farm Litigation, be accepted and approved, with the stipulation that the funds be utilized exclusive by the Health District for the continued monitoring of the Tank Farm Site, and also for any possible future environmental litigation.

Motion was carried unanimously.

1st quote



Smiths Detection

Quotation for:

Washoe County District Health Department
P.O. Box 11130
1001 E. 9th St.(89512)
Reno, NV 89520-0027

DATE: 6/10/2011
QUOTATION NO.: OYH57A10006G
PAGE NO.: Page 1 of 7
TERMS: Net 30
VALID UNTIL: 9/8/2011
DELIVERY: See Terms & Conditions Summary Page
WARRANTY: One year parts and labor
DELIVERY TERMS: EX Works Danbury, CT
Federal ID#: 22-355-2823

Item	Qty	Part No.	Description	Base Price	Net Price
1	1	024-1005	<p><u>Responder RCI Partnership Package</u></p> <p>The Responder RCI is a portable Raman spectrometer for the chemical identification of unknown solids and liquids. Samples are measured through included glass vials using an integrated sample compartment or in clear containers through the external sample port. The Responder RCI is a Class 3b laser system.</p> <p>Smith Detection's customized Responder data collection software includes Responder software for control of the Responder system, and an embedded computer system that features a touch screen interface. All screens have been customized for use by the first responder.</p> <p>Power: 12VDC or 115/240 VAC 50/60 HZ</p> <p>Responder package features:</p> <ol style="list-style-type: none"> 1. Pelican hardened shipping case. 2. Sealed data compartment - including USB ports and power port. 3. Internal battery with a 5 hour run time. 4. Point-and-shoot sampling capabilities. 5. Battery Charger. 6. 300 sample vials 7. USB storage device. 8. Keyboard to be used with Responder system. 9. 1 year Standard Warranty and Partnership Program plus an additional 3 year Partnership program extension for a total of 4 years. See Partnership Program below for details. 10. One day, on-site Responder training at customer's site for up to 16 people. 11. 9372 Spectra included in the Library Database. <p>*Best efforts will be made to schedule training within 45 days of receipt of unit. *Training must be booked within one year from receipt of unit or training will be forfeited.</p> <p>Partnership Program: -Free software updates. -All parts and labor to repair system in the event of a malfunction. -Free loaner (Delivered by Overnight Carrier) if system malfunctions. -Responder refresher course for 1 person per yr. at a 1 day regional training course. Limited to the length of Partnership Program. -24/7 ReachBack access to Ph.D. chemists, engineers, and application scientists for spectral interpretation assistance and/or technical support.</p> <p>Included Libraries: 000-1001 Raman Nerve and Blister Agents</p>	\$40,000.00	\$40,000.00



Smiths Detection

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DELIVERY: See Terms & Conditions Summary Page
WARRANTY: One year parts and labor
DELIVERY TERMS: EX Works Danbury, CT
Federal ID#: 22-355-2823

Item	Qty	Part No.	Description	Base Price	Net Price
			000-5017 Raman Common Chemicals		
			000-1003 Raman Explosives		
			000-5018 Raman Solvents		
			000-5019 Raman Forensics		
			000-5020 Smiths Detection Sigma-Aldrich Raman Library		
				TOTAL:	\$ 40,000.00



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Federal ID#: 22-355-2823

Item	Qty	Part No.	Description	Base Price	Net Price
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Should you have any questions regarding this quotation, please contact **Bob Behrens** at (509) 499-5117 or via email at bob.behrens@smithsdetection.com.

Restriction On Disclosure And Use of Data (3/2006)"This document contains information proprietary to Smiths Detection Inc., which discloses the document in confidence with the understanding that such data shall not be duplicated, used, or disclosed-in whole or in part-for any purpose without the prior, written consent of Smiths Detection Inc. The customer is implicitly authorized to reproduce pages for evaluation of this proposal or to excerpt pages or information for incorporation into customer briefings, proposals, et cetera that endorse the products and services of Smiths Detection Inc." The information contained herein is exempt from disclosure under the Freedom of Information Act (5 U.S.C 552) under Exemption (b)(4), and its disclosure is prohibited under the Trade Secrets Act (18 U.S.C 1905) and FAR 24.202. Rights to use or disclose this proposal are governed by DFARS 252.227-7016 (Jun 1995).

Terms and Conditions Summary

ALL Smiths Detection standard Terms & Conditions apply to ALL quotations unless specifically amended in said quotation. Smiths Detection's Terms & Conditions can be found in its entirety following this summary.

Items that appear on our GSA contract reflect the appropriate discounted price. Proof of GSA discount eligibility is required for all non Federal customers. To verify that a GSA discount has been applied, simply note that the Unit Price and Net Price differ by the appropriate discount level.

Delivery for the Responder RCI product line is 120 Days after receipt of Order. Delivery for the APD 2000 product line is 90 Days after receipt of Order.
Delivery for the IlluminatIR product line is 60 to 90 Days after receipt of Order. Delivery for the HazMatID product line is 60 to 90 Days after receipt of Order.
Delivery for the GasID product line is 60 to 90 Days after receipt of Order. Delivery for the IdentifyIR product line is 60 to 90 Days after receipt of Order.
Delivery for all other Products and Accessories is 45 Days after receipt of Order, unless indicated otherwise.

To place your order and expedite shipment, please fax your Purchase Order request with all associated terms and conditions, along with a tax exemption certificate if applicable, to Fax #(203) 207-9780, Attention: Order Administration. All Purchase Orders must show Smiths Detection, 21 Commerce Drive, Danbury, CT, 06810 as the vendor name and address. Please reference our quotation number on your purchase order and on any correspondence regarding the quotation. Include a copy of this quotation with your Purchase Order.

Prices, warranty, installation and services on the items quoted herein are available only in the United States, and may not be otherwise assigned.

Buyer shall pay any applicable federal, state and local taxes in addition to the price stated on this quotation unless buyer submits a signed exemption certificate or direct pay permit. Your purchase order should indicate the sales tax status of your order.

Buyer shall not export or re-export technical data or products supplied by Smiths Detection in violation of applicable export regulations. Buyer who exports from the U.S. products purchased hereunder assumes all responsibility for obtaining any required export authorization and payment of applicable fees.

- DEFINITIONS: "Smiths" shall mean Smiths Detection, Inc
"Customer" shall mean the person(s) or company that purchases Goods/Equipment from Smiths pursuant to this Order.
"Operator" shall mean the Operator of the Goods/Equipment.
"Order" shall mean the agreement between Smiths and the Customer (individually "Party" and collectively "the Parties") for the sale and purchase of the Goods/Equipment, including the Terms and Conditions of Sale herein and any contemporaneous writing, signed by both Parties, and firmly attached hereto.
"Goods/Equipment" means all components, spare parts, goods, equipment or materials of any kind, which are supplied by Smiths under this Order.
- OFFER AND GOVERNING PROVISIONS: Each Quotation and Order Acknowledgement issued by Smiths is an offer by Smiths to sell the goods and/or services described in it in accordance with these Terms and Conditions of Sale, is not an acceptance of any offer made by the Customer, and is expressly conditioned upon the Customer's assent to these Terms and Conditions of Sale. Smith objects to any additional or different terms contained in any purchase order or other communication previously or hereafter provided by Customer to Smiths. No such additional or different terms or conditions will be of force or effect. The terms of the Order will be the entire agreement between Customer and Smiths on the subject of the transaction that it describes; and there are no conditions to that agreement that are not part of the Order.
- PURCHASE PRICE: Prices cited herein are based on current costs and are subject to reasonable adjustment on or after the date of acceptance of any purchase order to meet a rise or fall in such costs, as computed on the date of delivery.
- PAYMENT: (A) Payment in full of the purchase price shall be made in United States currency within 30 days of the date of invoice. Remit to: 21 Commerce Drive, Danbury, CT 06810
(B) Punctual payment as stipulated herein is of the essence for the Order. When any sum owed by Customer to Smiths under this Order is overdue, Smiths may, without notice to



Smiths Detection

Quotation for:

Washoe County District Health Department

P.O. Box 11130

1001 E. 9th St.(89512)

Reno, NV 89520-0027

DATE: 6/10/2011

QUOTATION NO.: OYH57A10006G

PAGE NO.: Page 4 of 7

TERMS: Net 30

VALID UNTIL: 9/8/2011

DELIVERY: See Terms & Conditions Summary Page

WARRANTY: One year parts and labor

DELIVERY TERMS: EX Works Danbury, CT

Federal ID#: 22-355-2823

Item	Qty	Part No.	Description	Base Price	Net Price
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Customer, either:

(i) cease the supply of further Goods/Equipment under this Order without liability for any loss (including loss of profit or other financial or economic loss) to Customer until such sum, together with such interest as may be due thereon, is paid; or

(ii) terminate the Order and any other agreements between Smiths and Customer, whether or not any sums are due for payment by Customer thereunder, without liability on the part of Smiths. Customer shall pay Smiths immediately all sums due and outstanding under all such agreements with respect to Goods/Equipment, services, components, parts, and other materials supplied or ordered in partial execution of the agreements, together with all overhead and other costs incurred by Smiths as a result of such termination.

(C) No defect in the Order Goods/Equipment shall operate to interfere with the terms of payment. If payment is not made as provided above, Customer shall thereby be deemed to have waived the warranties (merchantability, fitness or otherwise, whether express or implied) provided in Section 8 hereunder. Smiths may demand different terms of payment from those specified on the face of this Order, whenever it reasonably appears that Customer's financial condition requires such changes, and may demand assurance of the Customer's ability to pay whenever it reasonably appears that such ability is in doubt. Such demand shall be in writing and Smiths may, upon making such demand, stop production and/or suspend shipments hereunder.

(D) If Customer is in default of any payment obligation, Smiths is, without reminder and prejudice to any other rights, entitled to charge interest at a rate of 1.5 times the legal interest for any outstanding sum, beginning with any due date of payment.

5. RETURN OF GOODS: There will be a 20% restocking fee, in addition to any shipping costs incurred and our technician's expense, if applicable, for all returned items

6. LIENS AND TITLE: (A) Customer hereby grants to Smiths a security interest in any property owned by the Customer (including Customer's beneficial rights to property leased by Customer) in the possession of Smiths or any of Smiths' affiliates, at any time, to secure all amounts owed by Customer to Smiths under this Order.

(B) In the case of repairs or overhauls performed pursuant to this Order, Customer agrees to grant Smiths a perfected security interest in all Goods/Equipment retained in possession of Smiths upon which any repair or overhaul services have been performed by Smiths. Customer further acknowledges and agrees that, in addition to the security interest and lien expressly granted by Customer to Smiths, Smiths shall have a lien on the Goods/Equipment retained in possession of Smiths to the extent otherwise provided by law. Customer acknowledges that the lien (whether granted by Customer or through the operation of law) for repairs or overhaul shall be for the full value of such work, and shall be superior to any lien or interest in favor of Customer, its parents, affiliates, or subsidiaries, or any other person who has knowledge of this Order. To the extent that Smiths maintains possession of Goods/Equipment under repair, Customer agrees that Smiths is a secured creditor of Customer and has all the rights of a secured creditor.

(C) With respect to Goods/Equipment sold pursuant to this Order, Customer agrees and acknowledges that Smiths shall retain a security interest in such Goods/Equipment, unless and until all payment for Goods/Equipment has been made and all other covenants and agreements of this Order have been performed in full. Accordingly, Customer agrees that it will not suffer or permit any lien or encumbrance to be established that effects the title to the Goods/Equipment sold by Smiths pursuant hereto until Smiths has been paid in full. Customer agrees that, in the event of Customer's insolvency, or in the event that any petition is filed by or against Customer under Chapter 7 or Chapter 11 of the Bankruptcy Code, Smiths may, at its discretion, recover all Goods/Equipment sold pursuant to this Order and/or seek damages or costs under applicable laws.

7. DELIVERY. (A) Unless otherwise agreed to in writing, Smiths shall deliver the Order Goods/Equipment FOB destination, freight prepaid by Smiths and added to invoice, GSA freight paid by Smiths, to the place of shipment named herein within a reasonable time after receipt by Smiths of Customer's written acceptance. Typically, our customer will be contacted 24 hours prior to delivery. Typically transit time will be 7-10 business days from date of pickup from the Smiths Detection Inc. warehouse. Deliveries will be made during normal business hours Monday through Friday. One attempt to deliver will be made. Should delivery need to be rescheduled, any additional costs incurred for redelivery and/or storage fees, will be charged to the customer. Smiths shall use reasonable efforts to make timely delivery but shall be excused from any delays arising out of causes beyond its reasonable control. Any specific delivery dates that may be stated are approximate. Smiths shall, under no circumstances, be liable for damages, incidental or consequential (hereinafter contemplated as including, but not limited to, damages for lost profits, lost sales and injury to person or property), for delays, or failure to give notice of delay, whether or not caused by or resulting from Smiths' negligence. Customer agrees not to make such claim on Smiths.

(B) If proper tender of the Goods/Equipment is made and completion of delivery is prevented through no fault of Smiths, Smiths may specify a reasonable alternative place of delivery. Customer agrees that all costs of storage and transport incurred following an initial attempt at delivery are hereby allocated to and imposed upon Customer, and shall be added by Smiths to the sale price. Delivery may at any time be withheld by Smiths pending payment of any sum due from the Customer to Smiths under this Order or any other agreement. Smiths will return Goods/Equipment via the incoming method unless an alternative method has been indicated on the purchase order or a change authorized by the Customer representative. Please note that the above delivery statement does not apply for deliveries made outside the 48 contiguous States. See quotation for delivery terms and conditions.

8. DELIVERY REQUIREMENTS: The client is responsible for assuring access points for delivery of equipment when necessary and is required. In an effort to assure a successful delivery, we kindly ask that our clients take the time to fill out the "Delivery Requirements" form.

9. DELIVERY INSPECTION REPORT: In an effort to help protect both Smiths Detection Inc. and our clients, we ask that before signing for receipt of your equipment, you take a few minutes to conduct a thorough evaluation of the exterior of the system and complete the "Delivery Inspection Report" provided by the contracted trucking company

10. STORAGE FEES: A storage fee will be applied monthly up to the maximum allowed by law on all repaired and overhauled units if delivery is not taken with five (5) days of notification.

11. WARRANTIES: See the attached "Warranty", which is incorporated herein by reference.

12. TRADEMARKS/COPYRIGHTS: Smiths makes no warranty that the Order Goods/Equipment are free from, and shall not be liable to Customer for, infringement of the intellectual rights (including patents, trademarks and copyrights) of others, and Customer agrees to assume all risks associated therewith. Customer agrees to hold Smiths harmless against any claim for infringement arising out of compliance with Customer's drawings, specifications, requirements or instructions.

13. LIMITATIONS OF LIABILITY AND INDEMNITY: (A) Customer and Operator understand that the Goods/Equipment are designed to be used as tools by personnel trained in attempting to detect the possession and/or transportation of threatening materials. The level of success of such detection attempts is dependant on numerous factors, including but not limited to, the sophistication of efforts to conceal such materials, the size, type and quantity of the conditions. Accordingly, Smiths makes no guaranty or warranty as to the results that will be achieved through the use of the Goods/Equipment, and it is agreed that the sole responsibility for such results shall be borne by Customer.



Smiths Detection

Quotation for:

Washoe County District Health Department
 P.O. Box 11130
 1001 E. 9th St.(89512)
 Reno, NV 89520-0027

DATE: 6/10/2011
 QUOTATION NO.: OYH57A10006G
 PAGE NO.: Page 5 of 7
 TERMS: Net 30
 VALID UNTIL: 9/8/2011
 DELIVERY: See Terms & Conditions Summary Page
 WARRANTY: One year parts and labor
 DELIVERY TERMS: EX Works Danbury, CT
 Federal ID#: 22-355-2823

Item	Qty	Part No.	Description	Base Price	Net Price
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Accordingly, Smiths makes no warranty or warranty as to the results that will be achieved through the use of the Goods/Equipment; and it is agreed that the sole responsibility for such results shall be borne by Customer.

(B) AS PROVIDED IN THE WARRANTY INCORPORATED HEREIN PURSUANT TO SECTION 11 ABOVE, SMITHS' LIABILITY FOR BREACH OF WARRANTY SHALL BE LIMITED TO THE REMEDIES THEREIN PROVIDED. WITH RESPECT TO OTHER BREACHES OF CONTRACT, SMITHS SHALL HAVE NO LIABILITY IN EXCESS OF THE AMOUNT OF THIS ORDER. IN NO EVENT SHALL SMITHS BE LIABLE FOR ANY SPECIAL, INCIDENTAL, CONSEQUENTIAL, EXEMPLARY, OR OTHER DAMAGES, INCLUDING, WITHOUT LIMITATION, ANY DAMAGES RESULTING FROM COST OF SUBSTITUTE PROCUREMENT, LOSS OF USE, LOSS OF DATA, LOSS OF PROFITS, LOSS OF SAVINGS, LOSS OF REVENUES, LOSS OF BUSINESS, OR FAILURE OR DELAY IN PERFORMANCE, WHETHER BASED ON BREACH OF WARRANTY OR OTHER CONTRACT BREACH, NEGLIGENCE OR OTHER TORT OR ON ANY STRICT LIABILITY THEORY, EVEN IF SMITHS HAS BEEN ADVISED OF THE POSSIBILITY OF ANY SUCH DAMAGES. NOR SHALL SMITHS BE RESPONSIBLE FOR ANY CLAIM AGAINST CUSTOMER BY A THIRD PARTY.

(C) To the fullest extent permitted by applicable law, Customer shall defend, indemnify, and hold harmless Smiths and its affiliates and their respective officers, partners, directors, employees, agents, successors, and assigns ("Smiths Parties") from and against any and all losses, claims, damages, liabilities, expenses (including, without limitation, fees and disbursements of legal counsel and expenses of litigation) or other obligations (collectively "Losses") and threatened Losses to the extent they arise from or in connection with the purchase and/or operation of the Goods/Equipment by Customer or Owner, including but not limited to any of the following: (i) the death or bodily injury of any agent, employee, customer, business invitee, or business visitor or other person, and the damage, loss, or destruction of any real or tangible personal property; (ii) any action taken by or on behalf of Customer in the performance of this Order that causes Smiths to be obligated to indemnify, defend, and/or hold harmless any third party; (iii) any claim, demand, charge, action, cause of action, or other proceeding resulting from an act or omission of Customer, its employees, agents, or subcontractors acting in its or their capacity as an employer or potential employer with respect to the claimant; and (iv) any claim by Customer or Operator, whether based on warranty or other contract breach, negligence or other tort or on any strict liability theory, for matters disclaimed in subsection (B) above. Customer shall fully indemnify and completely hold harmless the Smiths Parties as provided above, whether or not negligence or other fault of any of the Smiths Parties contributed to, or is claimed or alleged to have contributed to, the claim, action, damage, loss, cost, liability or expense. The only instance in which Customer shall not fully indemnify and completely hold harmless the Smiths Parties as set forth above is where the claim is based solely upon the alleged fault of Smiths and Smith's fault is adjudicated to be the sole cause of all of the Losses.

(D) Smiths shall not be liable for failure to deliver, for delay in delivery, or for any losses or damage to Customer, or to the Goods/Equipment occasioned by delays, in the performance of Smiths obligations, due to: (i) any cause beyond Smiths reasonable control or the control of Smiths suppliers or subcontractors; (ii) an act of God, act or omission of Customer, act of civil or military authority, fire, strike or other labor difficulty, riot or other civil disturbance, insolvency or other inability to perform by the manufacturer, delay in transportation; or (iii) any other commercial impracticability.

(E) The conditions to performance specifically stated in this provision and elsewhere in this Order shall be the only conditions precedent or subsequent to an absolute duty of performance on the part of Customer and Smiths. Any official action or legal proceeding by Customer in connection with this Order, other than provided for elsewhere in this Order, must be commenced within one (1) year from delivery. In no event of breach or repudiation of this Order by Smiths shall Smiths be liable for indirect, special, third party, incidental, or consequential damages, including without limitation lost profits, data, or goodwill, and Customer hereby agrees not to make any such claim on Smiths. Customer agrees to defend, indemnify and hold harmless Smiths from and against any claim, loss, liability, expense or damage (including liens or legal fees) incurred by Smiths with respect to any of Customers export or re-export activities contrary to Section 19 Export & Import Controls.

14. TAXES: Sales and use taxes, payable by Customer, which are presently or may hereafter be imposed by any taxing authority, are not included in the sale price. Any direct or excise tax or import or customs exaction payable by Smiths, which may hereafter be imposed by any taxing authority, wheresoever located, upon the manufacture, sale or delivery of products covered by this order, or any increase in rate of any such tax or import or customs exaction now in force, shall be added to the sales price. If such charge is not collected at the time of payment or sale price, Customer will hold Smiths harmless.

15. CHANGES AND TERMINATION: (A) Smiths shall have the right, in its sole discretion, to terminate this Order if Customer: (i) is unable to pay its debts generally as and when they become due; (ii) is the subject of a legal process declaring it insolvent; (iii) ceases or threatens to cease carrying on its business; or (iv) commits a substantial breach of this Order which is incapable of remedy.

(B) Customer may make a written request for amendment, modification, or termination. If a request for amendment or modification is accepted by Smiths, and any changes cause an increase or decrease in the cost of, or the time required for, the performance of any part of the work under this Order, an equitable adjustment shall be made in the price or delivery schedule, or both, and the Order shall be modified in writing accordingly. Wherever the cost of property made obsolete as a result of the change is included in the price adjustment, Customer shall have the right to prescribe the manner of disposition of such property. If request for termination is accepted by Smiths, equitable provision shall be made to Smiths for a recoupment of all costs incurred under the Order and for reasonable profit based on time and costs expended. The Order shall continue in effect until such time as payment is received. A written request as specified herein shall give Smiths adequate reason to demand written assurance of Customer's ability and intent to carry out the Order.

16. MERGER AND SEVERABILITY: This Order contains the total agreement of the Parties, and all agreements entered into prior to or contemporaneously with the execution of this agreement are excluded whether oral or in writing, except that a contemporaneous writing, signed by both Parties, and firmly attached to this tender, shall be considered part hereof. If any provision of this Order shall be determined by a court of competent jurisdiction to be invalid or unenforceable, such determination shall not effect the remaining provisions of this Order, all of which shall remain in full force and effect.

17. DISPUTE RESOLUTION, GOVERNING LAW, AND FORUM: (A) This Order shall be governed by, and construed in accordance with, the laws of the State of [jurisdiction], without the application of conflict of laws principles. THIS ORDER SHALL NOT BE GOVERNED BY THE 1980 U.N CONVENTION ON CONTRACTS FOR THE INTERNATIONAL SALE OF GOODS. Notwithstanding the foregoing, the federal laws of the United States of America shall be the governing laws, to the extent appropriate, with respect to issues involving patent, copyright, or trademark.

(B) In the event a dispute arises under or relates to this Order, the Parties shall diligently attempt to resolve the dispute within thirty (30) days from the date either Party gives written notice to the other of its intent to invoke this provision, during which period neither Party may commence legal action to assert its rights against the other. In the event the Parties do



Smiths Detection

Quotation for:

Washoe County District Health Department
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DATE: 6/10/2011
 QUOTATION NO.: OYH57A10006G
 PAGE NO.: Page 6 of 7
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 VALID UNTIL: 9/8/2011
 DELIVERY: See Terms & Conditions Summary Page
 WARRANTY: One year parts and labor
 DELIVERY TERMS: EX Works Danbury, CT
 Federal ID#: 22-355-2823

Item	Qty	Part No.	Description	Base Price	Net Price
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not resolve the dispute within the thirty (30) day period referenced above, either Party may institute legal action to pursue any right or remedy it may have against the other Party. Any legal action or proceeding with respect to this Order shall be brought and maintained in the courts of the State of [jurisdiction] or of the United States of America for the District of [jurisdiction]. By execution of this Order, Customer hereby accepts for itself and in respect of its property, generally and unconditionally, the jurisdiction of the aforesaid courts. No action in law or equity arising out of this Order may be brought by Customer more than two years after the cause of action has first arisen.

(C) Customer further irrevocably consents to the service of process out of any of the aforementioned courts in any such action or proceeding if such process shall be in writing and either shall be delivered in person or sent by registered or certified mail (return receipt requested), postage pre-paid, and addressed to Customer at the address of Customer for notices under this Order. Nothing herein shall affect the right of Smiths to serve process in any other manner permitted by law or to commence legal proceedings or otherwise proceed against Customer in any other jurisdiction.

(D) Smiths shall have the right to collect from Customer its reasonable expenses, including attorneys' fees, incurred in enforcing this Order.

(E) The rights and obligations herein shall survive completion of the final payment under this Order.

18. CONFIDENTIALITY: The Parties agree that, in the course of performance of this Order, it may be necessary and desirable for them to exchange confidential information. For example, all updates, repairs, replacements, fixes, modifications, and other changes to the Goods/Equipment shall be considered Smiths proprietary information. To accomplish this confidentiality, the Parties agree as follows: any Party disclosing confidential information to the other Party shall identify such information as confidential when disclosing it. The receiving Party shall not disclose confidential information of the disclosing Party to any person outside its employ, except when authorized by the disclosing Party. Any Party receiving confidential information under this Article shall maintain such information in confidence in the same manner it protects its own confidential information and shall use it only for the performance of this Order, and for no other purpose.

19. EXPORT AND IMPORT CONTROLS: Customer acknowledges and agrees that the Ultimate Destination of the Order Goods/Equipment is in the United States, unless otherwise agreed to in writing. Customer shall not authorize or permit its employees, distributors, customers, brokers, freight forwarders, and/or agents to export or re-export any of the Order Goods/Equipment to any foreign person without complying with applicable import and export laws and regulations of Customer's country and of the United States, including the International Traffic in Arms Regulations (ITAR) and the Export Administration Regulations (EAR). Customer agrees to obtain and properly utilize U.S. Government export authorization prior to exporting or re-exporting the Order Goods/Equipment, either in their original form or after being incorporated into other end-items.

20. NOTIFICATION: Customer agrees to notify Smiths immediately if Customer is listed in any Denied Persons List, Entity List, or Specially Designated Nationals List, or if Customer's export privileges are otherwise denied, suspended or revoked in whole or in part by any U.S. Government entity or agency.

21. LICENSE AND OWNERSHIP: To the extent that the Order Goods/Equipment contain or are software, Smiths hereby grants to Customer a non-exclusive, non-transferable, personal license to use the software and related documentation. Customer's use of the Order Goods/Equipment conclusively evidences its acceptance of this license and this Order, including this Section 20. Title to the software shall at all times remain with Smiths. Customer agrees that the software, all enhancements, related documentation, and derivative works are, and will remain, the sole property of Smiths and includes valuable trade secrets. Customer agrees to treat the software and related documentation as confidential and to not copy, reproduce, sub-license, or otherwise disclose the software and related documentation to third parties. Customer agrees to not disassemble, decompile, reverse engineer, create derivative works from or otherwise translate, customize, localize, modify, add to, or in any way alter, rent, or loan the software or related documentation.

22. ASSIGNMENT: Neither Party shall assign this Order without the prior written consent of the other Party, except that Smiths may assign it to any of its parent, sister, or affiliate companies.

23. RELATIONSHIP: Nothing in this Order shall be construed to place the Parties in the relationship of partners or joint ventures, and the Parties shall have no power to obligate or bind the other in any manner whatsoever.

24. HEADINGS: Any headings or paragraph titles are for the convenience of reference only and shall not define, limit, or extend the scope or intent of this Order or any provision thereof.

25. PROPRIETARY INFORMATION STATEMENT: This quotation contains information proprietary to Smiths Detection, Inc. No part of this information may be reproduced or transmitted in any form without the prior written permission of Smiths Detection Inc. This quotation supersedes all previous quotations and is valid for 90 days from date of issue, unless otherwise stated.

26. INSTALLATION & TRAINING: This Installation and Training provision only applies to X-Ray equipment. Installation is not included for TRACE products unless otherwise denoted on quotation.

The cost of installation and training, for the X-ray equipment (160 Kv or lower) purchased, is included within Smiths Detection Inc's proposal, provided the installation is scheduled within 90 days from the date the unit shipped. This includes one visit to the client's facility where the installation and training will be conducted during normal business hours Monday through Friday. Please note that installation and training is only included for equipment delivered and installed within the 48 contiguous States.

Once the client receives the equipment, they must contact the Smiths Detection Inc. Service Department at 800-297-0955 to confirm receipt and a visit will be scheduled for a mutually agreed upon date.

During this visit, the technician will install the X-ray unit (160 Kv or lower), which includes a Radiation Survey and calibration of the equipment as well as train the client's personnel on the start-up and fail-safe features, basic usage and software features of the equipment purchased.

Warranty Statement

- (A) Smiths warrants that the Goods/Equipment sold by Smiths, and that is manufactured by Smiths, (a) conforms to Smiths specifications, and (b) is free from defects in materials and workmanship (under normal usage and provided that Smiths' operation and maintenance instructions are followed by competent personnel) appearing within the applicable warranty period set forth in Appendix A. Normal wear and tear shall not be considered a defect.
- (B) For equipment that is not manufactured by Smiths, Smiths' only responsibility is to assign to its customer any manufacturer's warranty that does not prohibit such assignment.
- (C) Equipment and parts that are consumed in normal operation are not covered by this warranty.
- (D) If the Customer or Operator, as the case may be, discovers a defect within the applicable warranty period, it must be reported to Smiths service department at 1-800-297-0955



Smiths Detection

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DATE: 6/10/2011
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Item	Qty	Part No.	Description	Base Price	Net Price
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immediately upon discovery.

(E) Within a reasonable time after proper notification, Smiths shall, during its normal business hours, Monday through Friday, correct any defect covered by this warranty with either new or used replacement parts, without charge, subject to the further applicable terms and conditions set forth in Appendix A. The original duration of this Warranty shall remain applicable to those parts not repaired or replaced. Any part repaired or replaced is warranted to conform to Smith's specifications and to be free from defects in materials or workmanship appearing within a period after repair or replacement equivalent to the warranty period originally applicable to the Goods/Equipment of which it is a part, subject to the other terms of this Warranty. The above remedies are the exclusive remedies of Customer and Operator, and the sole responsibility of Smiths, for breach of this Warranty.

(F) Smiths' warranty ceases to be effective if Purchaser fails to operate and use the equipment sold hereunder in a safe and reasonable manner in accordance with Smiths' written instructions.

(G) Neither Customer nor Operator shall be entitled to any remedy under this Warranty with respect to

(i) Goods/Equipment that has been subjected to any alteration, disassembly, tampering, modification, or repair without prior authorization by Smiths;

(ii) Goods/Equipment subjected to experimental running or any type of operation or use other than that for which the Goods/Equipment is designed;

(iii) Goods/Equipment from which Smiths' and/or vendor's trademark or serial number has been altered, removed, or obliterated without Smiths' written permission, excluding any alteration, removal, or obliteration directly caused by accident or mishap;

(iv) Goods/Equipment that has been in storage or immobilized for one year or more after delivery.

(H) SMITHS MAKES NO OTHER WARRANTY, EXPRESS OR IMPLIED, AND SPECIFICALLY MAKES NO WARRANTY OF MERCHANTABILITY OR OF FITNESS FOR A PARTICULAR PURPOSE; AND THE EXPRESS WARRANTY SET IN THIS ARTICLE IS IN LIEU OF ANY SUCH WARRANTY AND ANY OTHER OBLIGATION OR LIABILITY ON THE PART OF SMITHS.

(I) For purposes of the exclusive remedies set forth in this Warranty, and the limitations of liability set forth in Section 13 of the Terms and Conditions of Sale into which it is incorporated, "Smiths" shall be deemed to include Smiths, its subsidiaries, and their affiliates, directors, officers, employees, agents, representatives, subcontractors, and suppliers of all of them.

(J) This Warranty is non-transferable and is applicable only to the original Customer or Operator.

(K) This Warranty shall not be extended, altered or varied except by written instrument executed by Smiths.

(L) Any official action or legal proceeding for breach of this Warranty must be commenced within thirty (30) months after acceptance of the Goods/Equipment.

2nd quote

Please note: All Purchase Orders should be made out to Ahura Scientific 46 Jonspin Rd. Wilmington, MA 01887

Sales Quotation

Ahura Scientific, Inc.

Quote No.	Create Date	Exp. Delivery Terms	Page	
OVAIBA10005N - 1	6/6/2011	90 Days ARO	3 of 6	46 Jonspin Road
Contact Info	Phone Number	Payment Terms	Valid To	Wilmington, MA 01887
Tom Keller	480-532-6171		7/6/2011	

Submitted to:

Teresa Long
Washoe County District Health Dept.
PO Box 11130
Reno, NV 89520-27
USA

Tel: (775) 328-2476

THANK YOU FOR YOUR INTEREST IN THERMO SCIENTIFIC INSTRUMENTATION

To Place an order:
Contact: Tom Keller
Call: 6880
Fax: (978) 642-1133
eMail: tom.keller@ahurascientific.com
Additional instructions, terms & conditions on last page

Please note: All Purchase Orders should be made out to Ahura Scientific 46 Jonspin Rd. Wilmington, MA 01887

Part Number	Product Name	Unit Price	Qty.	Extended Price
800-00171-01	FirstDefender RM S1 <i>FirstDefender RM - Rugged handheld chemical identification system. Including 1 year Warranty, 1 year Support, On-site Training. Extended Libraries.</i>	\$50,000.00	1	\$50,000.00
			Total:	\$50,000.00

Important Note: Please issue POs to Ahura Scientific.

Federal Tax ID No.: 01-0650031
CAGE CODE: 392A9
DUNS #: 11-289-3131
Bank of America: ABA#: 026 009 593
Shipping Terms:

TERMS AND CONDITIONS OF SALE

UNLESS OTHERWISE EXPRESSLY AGREED IN WRITING, ALL SALES ARE SUBJECT TO THE FOLLOWING TERMS AND CONDITIONS:

1. **GENERAL.** Ahura Scientific Inc., a part of Thermo Fisher Scientific, ("Seller") hereby offers for sale to the buyer named on the face hereof ("Buyer") the products listed on the face hereof (the "Products") on the express condition that Buyer agrees to accept and be bound by the terms and conditions set forth herein. Any provisions contained in any document issued by Buyer are expressly rejected and if the terms and conditions in this Agreement differ from the terms of Buyer's offer, this document shall be construed as a counter offer and shall not be effective as an acceptance of Buyer's document. Buyer's receipt of Products or Seller's commencement of the services provided hereunder will constitute Buyer's acceptance of this Agreement. This is the complete and exclusive statement of the contract between Seller and Buyer with respect to Buyer's purchase of the Products. No waiver, consent, modification, amendment or change of the terms contained herein shall be binding unless in writing and signed by Seller and Buyer. Seller's failure to object to terms contained in any subsequent communication from Buyer will not be a waiver or modification of the terms set forth herein. All orders are subject to acceptance in

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"The technical information contained within these documents are subject to the Export Administration Regulations. Export of this technical information to foreign persons or foreign companies, within or outside the United States, may require prior written authorization by the U.S. Department of Commerce, Bureau of Industry and Security. Contact Ahura Scientific, Inc. prior to such a transfer."

writing by an authorized representative of Seller.

2. **PRICE.** All prices published by Seller or quoted by Seller's representatives may be changed at any time without notice. All prices quoted by Seller or Seller's representatives are valid for thirty (30) days, unless otherwise stated in writing. All prices for the Products will be as specified by Seller or, if no price has been specified or quoted, will be Seller's price in effect at the time of shipment. All prices are subject to adjustment on account of specifications, quantities, raw materials, cost of production, shipment arrangements or other terms or conditions which are not part of Seller's original price quotation.

3. **TAXES AND OTHER CHARGES.** Prices for the Products exclude all sales, value added and other taxes and duties imposed with respect to the sale, delivery, or use of any Products covered hereby, all of which taxes and duties must be paid by Buyer. If Buyer claims any exemption, Buyer must provide a valid, signed certificate or letter of exemption for each respective jurisdiction.

4. **TERMS OF PAYMENT.** Seller may invoice Buyer upon shipment for the price and all other charges payable by Buyer in accordance with the terms on the face hereof. If no payment terms are stated on the face hereof, payment shall be net thirty (30) days from the date of invoice. If Buyer fails to pay any amounts when due, Buyer shall pay interest thereon at a periodic rate of one and one-half percent (1.5%) per month (or, if lower, the highest rate permitted by law), together with all costs and expenses (including without limitation reasonable attorneys' fees and disbursements and court costs) incurred by Seller in collecting such overdue amounts or otherwise enforcing Seller's rights hereunder. Seller reserves the right to require from Buyer full or partial payment in advance, or other security that is satisfactory to Seller, at any time that Seller believes in good faith that Buyer's financial condition does not justify the terms of payment specified. All payments shall be made in U.S. Dollars.

5. **DELIVERY; CANCELLATION OR CHANGES BY BUYER.** The Products will be shipped to the destination specified by Buyer, F.O.B. Seller's shipping point. Seller will have the right, at its election, to make partial shipments of the Products and to invoice each shipment separately. Seller reserves the right to stop delivery of Products in transit and to withhold shipments in whole or in part if Buyer fails to make any payment to Seller when due or otherwise fails to perform its obligations hereunder. All shipping dates are approximate only, and Seller will not be liable for any loss or damage resulting from any delay in delivery or failure to deliver which is due to any cause beyond Seller's reasonable control. In the event of a delay due to any cause beyond Seller's reasonable control, Seller reserves the right to terminate the order or to reschedule the shipment within a reasonable period of time, and Buyer will not be entitled to refuse delivery or otherwise be relieved of any obligations as the result of such delay. Products as to which delivery is delayed due to any cause within Buyer's control may be placed in storage by Seller at Buyer's risk and expense and for Buyer's account. Orders in process may be canceled only with Seller's written consent and upon payment of Seller's cancellation charges. Orders in process may not be changed except with Seller's written consent and upon agreement by the parties as to an appropriate adjustment in the purchase price therefor. Credit will not be allowed for Products returned without the prior written consent of Seller.

6. **TITLE AND RISK OF LOSS.** Notwithstanding the trade terms indicated above and subject to Seller's right to stop delivery of Products in transit, title to and risk of loss of the Products will pass to Buyer upon delivery of possession of the Products by Seller to the carrier; provided, however, that title to any software incorporated within or forming a part of the Products shall at all times remain with Seller or the licensor(s) thereof, as the case may be.

7. **WARRANTY.** Seller warrants that the Products will operate or perform substantially in conformance with Seller's published specifications and be free from defects in material and workmanship, when subjected to normal, proper and intended usage by properly trained personnel, for the period of time set forth in the product documentation, published specifications or package inserts. If a period of time is not specified in Seller's product documentation, published specifications or package inserts, the warranty period shall be one (1) year from the date of shipment to Buyer for equipment and ninety (90) days for all other products (the "Warranty Period"). Seller agrees during the Warranty Period, to repair or replace, at Seller's option, defective Products so as to cause the same to operate in substantial conformance with said published specifications; provided that Buyer shall

(a) promptly notify Seller in writing upon the discovery of any defect, which notice shall include the product model and serial number (if applicable) and details of the warranty claim; and (b) after Seller's review, Seller will provide Buyer with service data and/or a Return Material Authorization ("RMA"), which may include biohazard decontamination procedures and other product-specific handling instructions, then, if applicable, Buyer may return the defective Products to Seller with all costs prepaid by Buyer. Replacement parts may be new or refurbished, at the election of Seller. All replaced parts shall become the property of Seller. Shipment to Buyer of repaired or replacement Products shall be made in accordance with the Delivery provisions of the Seller's Terms and Conditions of Sale. Consumables are expressly excluded from this warranty. Notwithstanding the foregoing, Products supplied by Seller that are obtained by Seller from an original manufacturer or third party supplier are not warranted by Seller, but Seller agrees to assign to Buyer any warranty rights in such Product that Seller may have from the original manufacturer or third party supplier, to the extent such assignment is allowed by such original manufacturer or third party supplier.

In no event shall Seller have any obligation to make repairs, replacements or corrections required, in whole or in part, as the result of (i) normal wear and tear, (ii) accident, disaster or event of force majeure, (iii) misuse, fault or negligence of or by Buyer, (iv) use of the Products in a manner for which they were not designed, (v) causes external to the Products such as, but not limited to, power failure or electrical power surges, (vi) improper storage and handling of the Products or (vii) use of the Products in combination with equipment or software not supplied by Seller. If Seller determines that Products for which Buyer has requested warranty services are not covered by the warranty hereunder, Buyer shall pay or reimburse Seller for all costs of investigating and responding to such request at Seller's then prevailing time and materials rates. If Seller provides repair services or replacement parts that are not covered by this warranty, Buyer shall pay Seller therefor at Seller's then prevailing time and materials rates. ANY INSTALLATION, MAINTENANCE, REPAIR, SERVICE, RELOCATION OR ALTERATION TO OR OF, OR OTHER TAMPERING WITH, THE PRODUCTS PERFORMED BY ANY PERSON OR ENTITY OTHER THAN SELLER WITHOUT SELLER'S PRIOR WRITTEN APPROVAL, OR ANY USE OF REPLACEMENT PARTS NOT SUPPLIED BY SELLER, SHALL IMMEDIATELY VOID AND CANCEL ALL WARRANTIES WITH RESPECT TO THE AFFECTED PRODUCTS. THE OBLIGATIONS CREATED BY THIS WARRANTY STATEMENT TO REPAIR OR REPLACE A DEFECTIVE PRODUCT SHALL BE THE SOLE REMEDY OF BUYER IN THE EVENT OF A DEFECTIVE PRODUCT. EXCEPT AS EXPRESSLY PROVIDED IN THIS WARRANTY STATEMENT, SELLER DISCLAIMS ALL OTHER WARRANTIES, WHETHER EXPRESS OR IMPLIED, ORAL OR WRITTEN, WITH RESPECT TO THE PRODUCTS, INCLUDING WITHOUT LIMITATION ALL IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE. SELLER DOES NOT WARRANT THAT THE PRODUCTS ARE ERROR-FREE OR WILL ACCOMPLISH ANY PARTICULAR RESULT.

8. **INDEMNIFICATION.**

8.1 **By Seller.** Seller agrees to indemnify, defend and save Buyer, its officer, directors, and employees from and against any and all damages, liabilities,

actions, causes of action, suits, claims, demands, losses, costs and expenses (including without limitation reasonable attorney's fees) ("Indemnified Items") for (i) injury to or death of persons or damage to property to the extent caused by the negligence or willful misconduct of Seller, its employees, agents or representatives or contractors in connection with the performance of services at Buyer's premises under this Agreement and (ii) claims that a Product infringes any valid United States patent, copyright or trade secret; provided,

however, Seller shall have no liability under this Section to the extent any such Indemnified Items are caused by either (i) the negligence or willful misconduct of Buyer, its employees, agents or representatives or contractors, (ii) by any third party, (iii) use of a Product in combination with equipment or software not supplied by Seller where the Product would not itself be infringing, (iv) compliance with Buyer's designs, specifications or instructions, (v) use of the Product in an application or environment for which it was not

designed or (vi) modifications of the Product by anyone other than Seller without Seller's prior written approval. Buyer shall provide Seller prompt written notice of any third party claim covered by Seller's indemnification obligations hereunder. Seller shall have the right to assume exclusive control of the defense of such claim or, at the option of the Seller, to settle the same. Buyer agrees to cooperate reasonably with Seller in connection with the performance by Seller of its obligations in this Section.

Please note: All Purchase Orders should be made out to Ahura Scientific 46 Jonspin Rd. Wilmington, MA 01887

"The technical information contained within these documents are subject to the Export Administration Regulations. Export of this technical information to foreign persons or foreign companies, within or outside the United States, may require prior written authorization by the U.S. Department of Commerce, Bureau of Industry and Security. Contact Ahura Scientific, Inc. prior to such a transfer."

Rev. 22

Notwithstanding the above, Seller's infringement related indemnification obligations shall be extinguished and relieved if Seller, at its discretion and at its own expense (a) procures for Buyer the right, at no additional expense to Buyer, to continue using the Product; (b) replaces or modifies the Product so that it becomes non-infringing, provided

modification or replacement does not adversely affect the specifications of the Product; or (c) in the event (a) and (b) are not practical, refund to Buyer the amortized amounts paid by Buyer with respect thereto, based on a five (5) year amortization schedule. THE FOREGOING INDEMNIFICATION PROVISION STATES SELLER'S ENTIRE LIABILITY TO BUYER FOR THE CLAIMS DESCRIBED HEREIN.

8.2 By Buyer. Buyer shall indemnify, defend with competent and experienced counsel and hold harmless Seller, its parent, subsidiaries, affiliates and

and their respective officers, directors, shareholders and employees, from and against any and all damages, liabilities, actions, causes of action, suits, claims, demands, losses, costs and expenses (including without limitation reasonable attorneys' fees and disbursements and court costs) to the extent arising from or in connection with (i) the negligence or willful misconduct of Buyer, its agents, employees, representatives or contractors; (ii) use of a Product in combination with equipment or software not supplied by Seller where the Product itself would not be infringing; (iii) Seller's compliance with designs, specifications or instructions supplied to Seller by Buyer; (iv) use of a Product in an application or environment for which it was not designed; or (v) modifications of a Product by anyone other than Seller without Seller's prior written approval.

9. SOFTWARE. With respect to any software products incorporated in or forming a part of the Products hereunder, Seller and Buyer intend and agree that such software products are being licensed and not sold, and that the words "purchase", "sell" or similar or derivative words are understood and agreed to mean "license", and that the word "Buyer" or similar or derivative words are understood and agreed to mean "licensee". Notwithstanding anything to the contrary contained herein, Seller or its licensor, as the case may be, retains all rights and interest in software products provided hereunder.

Seller hereby grants to Buyer a royalty-free, non-exclusive, nontransferable license, without power to sublicense, to use software provided hereunder solely for Buyer's own internal business purposes on the hardware products provided hereunder and to use the related documentation solely for Buyer's own internal business purposes. This

license terminates when Buyer's lawful possession of the hardware products provided hereunder ceases, unless earlier terminated as provided herein. Buyer agrees to hold in confidence and not to sell, transfer, license, loan or otherwise make available in any form to third parties the software products and related documentation provided hereunder. Buyer may not disassemble, decompile or reverse engineer, copy, modify, enhance or otherwise change or supplement the software products provided hereunder without Seller's prior written consent. Seller will be entitled to terminate this license if Buyer fails to comply with any term or condition herein. Buyer agrees, upon termination of this license, immediately to return to Seller all software products and related documentation provided hereunder and all copies and portions thereof.

Certain of the software products provided by Seller may be owned by one or more third parties and licensed to Seller. Accordingly, Seller and Buyer agree that such third parties retain ownership of and title to such software products. The warranty and indemnification provisions set forth herein shall not apply to software products owned by

third parties and provided hereunder.

10. LIMITATION OF LIABILITY. NOTWITHSTANDING ANYTHING TO THE CONTRARY CONTAINED HEREIN, THE LIABILITY OF SELLER UNDER THESE TERMS AND CONDITIONS (WHETHER BY REASON OF BREACH OF CONTRACT, TORT, INDEMNIFICATION, OR OTHERWISE, BUT EXCLUDING LIABILITY OF SELLER FOR BREACH OF WARRANTY (THE SOLE REMEDY FOR WHICH SHALL BE AS PROVIDED UNDER SECTION 7 ABOVE)) SHALL NOT EXCEED AN AMOUNT EQUAL TO THE LESSER OF (A) THE TOTAL PURCHASE PRICE THEREOF PAID BY BUYER TO SELLER WITH RESPECT TO THE PRODUCT(S) GIVING RISE TO SUCH LIABILITY OR (B) ONE MILLION DOLLARS (\$1,000,000). NOTWITHSTANDING ANYTHING TO THE CONTRARY CONTAINED HEREIN, IN NO EVENT SHALL SELLER BE LIABLE FOR ANY INDIRECT, SPECIAL, CONSEQUENTIAL OR INCIDENTAL DAMAGES (INCLUDING WITHOUT LIMITATION DAMAGES FOR LOSS OF USE OF FACILITIES OR EQUIPMENT, LOSS OF REVENUE, LOSS OF DATA, LOSS OF PROFITS OR LOSS OF GOODWILL), REGARDLESS OF WHETHER SELLER (a) HAS BEEN INFORMED OF THE POSSIBILITY OF SUCH DAMAGES OR (b) IS NEGLIGENT.

11. EXPORT RESTRICTIONS. Buyer acknowledges that each Product and any related software and technology, including technical information supplied by Seller or

contained in documents (collectively "Items"), is subject to export controls of the U.S. government. The export controls may include, but are not limited to, those of the Export Administration Regulations of the U.S. Department of Commerce (the "EAR"), which may restrict or require licenses for the export of Items from the United States and their re-export from other countries. Buyer shall comply with the EAR and all other applicable laws, regulations, laws, treaties, and agreements relating to the export, re-export, and import of any Item.

Buyer shall not, without first obtaining the required license to do so from the appropriate U.S. government agency; (i) export or re-export any Item, or (ii) export, re-export, distribute or supply any Item to any restricted or embargoed country or to a person or entity whose privilege to participate in exports has been denied or restricted by the U.S. government. Buyer shall, if requested by Seller, provide information on the end user and end use of any Item exported or to be exported by Buyer. Buyer shall cooperate fully with Seller in any official or unofficial audit or inspection related to applicable export or import control laws or regulations, and shall indemnify and hold Seller harmless from, or in connection with, any violation of this Section by Buyer or its employees, consultants, or agents.

12. RESALE. Subject to the terms and conditions herein, Buyer shall have the right to resell or transfer the Products to any third party (an "End User"), provided that (a) Buyer makes such sale pursuant to binding terms and conditions no less protective of Seller and the Product hereunder and Buyer makes no representation or warranty on behalf of Seller, (c) Buyer fairly and accurately represents the Product at all times only in accordance with the express statements in Seller's written documentation, and (d) Buyer ensures that Seller's user manual and all applicable warnings are delivered to each and every End User of the Product.

13. U.S. GOVERNMENT. The use, duplication, reproduction, release, modification, disclosure or transfer of software Products, or any related documentation of any kind (including, without limitation, technical data or manuals), is restricted in accordance with Federal Acquisition Regulation 12.212 for civilian agencies and Defense Federal Acquisition Regulation 227.7202 for military agencies. The software Products are "commercial items" and commercial computer software and the related documentation is commercial computer software documentation. The use of the software Products and related documentation is further restricted in accordance with the terms of this Agreement and any software license included or provided with a particular software Product.

14. MISCELLANEOUS. (a) Buyer may not delegate any duties nor assign any rights or claims hereunder without Seller's prior written consent, and any such attempted delegation or assignment shall be void. (b) The rights and obligations of the parties hereunder shall be governed by and construed in accordance with the laws of the State of Seller's manufacturing location, without reference to its choice of law provisions. Each party hereby irrevocably consents to the exclusive jurisdiction of the state and federal courts located in the county and state of Seller's manufacturing location, in any action arising out of or relating to this Agreement and waives any other venue to which it may be entitled by domicile or otherwise. (c) In the event of any legal proceeding between the Seller and Buyer relating to this Agreement, neither party may claim the right to a trial by jury, and both parties waive any right they may have under applicable law or otherwise to a right to a trial by jury. Any action arising under this Agreement must be brought within one (1) year from the date that the cause of action arose. (d) The application to this Agreement of the U.N. Convention on Contracts for the International Sale of Goods is hereby expressly

excluded. (e) In the event that any one or more provisions contained herein shall be held by a court of competent jurisdiction to be invalid, illegal or unenforceable in any respect, the validity, legality and enforceability of the remaining provisions contained herein shall remain in full force and effect, unless the revision materially changes the bargain. (f) Seller's failure to enforce, or Seller's waiver of a breach of, any provision contained herein shall not constitute a waiver of any other breach or of such provision. (g) Unless otherwise expressly

stated on the Product or in the documentation accompanying the Product, the Product is intended for research only and is not to be used for any other purpose, including without limitation, unauthorized commercial uses, *in vitro* diagnostic uses, *ex vivo* or *in vivo* therapeutic uses, or any type of consumption by or application to humans or animals. (h) Buyer agrees that all pricing, discounts and technical information that Seller provides to Buyer are the confidential and proprietary information of Seller. Buyer agrees to (1) keep such

information confidential and not disclose such information to any third party, and (2) use such information solely for Buyer's internal purposes and in connection with the Products supplied hereunder. Nothing herein shall restrict the use of information available to the general public. (i) Any notice or communication required or permitted hereunder shall be in writing

and shall be deemed received when personally delivered or three (3) business days after being sent by certified mail, postage prepaid, to a party at the address specified herein or at such other address as either party may from time to time designate to the other.

Please note: All Purchase Orders should be made out to Ahura Scientific 46 Jonspin Rd. Wilmington, MA 01887

"The technical information contained within these documents are subject to the Export Administration Regulations. Export of this technical information to foreign persons or foreign companies, within or outside the United States, may require prior written authorization by the U.S. Department of Commerce, Bureau of Industry and Security. Contact Ahura Scientific, Inc. prior to such a transfer."

Rev. 22

sole source



Smiths Detection

Quotation for:

Washoe County District Health Department

P.O. Box 11130

1001 E. 9th St.(89512)

Reno, NV 89520-0027

DATE: 5/31/2011

QUOTATION NO.: O6UJ9A000513

PAGE NO.: Page 1 of 6

TERMS: Net 30

VALID UNTIL: 8/29/2011

DELIVERY: See Terms & Conditions Summary Page

WARRANTY: Three years parts and labor

DELIVERY TERMS: EX Works Danbury, CT

Federal ID#: 22-355-2823

Item	Qty	Part No.	Description	Base Price	Net Price
1	1	23317	<p><u>HazMatID 3 Year Partnership Program with 360 Upgrade</u></p> <p>023-4114 HazMatID 360 Upgrade Bluetooth Wireless Upgrade (for Command and Extended systems) 023-4041 Upgrade to 400 MHz Processor included for S/N 708 and below 000-0780 Aldrich-IChem Priority Materials Library (for systems that do not have the Aldrich-IChem Library Package) Free software updates All parts and labor to repair system in the event of a malfunction Free loaner (delivered by overnight carrier) if system malfunctions Annual one-day on-site HazMatID 360 refresher course - limited to the length of Partnership Program 24/7 ReachBack access to Ph.D. Chemists, Engineers, and Application Scientists for spectral interpretation assistance and/or technical support</p> <p>Previous results collected on the HazMatID will not be viewable after upgrading to the HazMatID 360 software. Reports of all previous results should be exported and/or all result files, methods, and libraries should be backed up before upgrading. A CD-ROM containing HazMatID version 3 software will be delivered as part of the upgrade for viewing old data on a computer that is running the Windows-XP or Windows 7 operating system. The v3 software must not be installed on the same laptop computer that is used for command control of a HazMatID 360 or on the upgraded HazMatID 360 unit.</p> <p>Please note that user libraries created on the TravelIR or previous versions of the HazMatID may not generate comparable search results on the HazMatID 360 due to the inherent differences between the library search algorithms. As a result, only user libraries generated on the HazMatID 360 are covered by product warranties and ReachBack services.</p> <p>This upgrade includes shipping within the Continental US, but no loaner system.</p> <p>Prerequisite Requirement: Systems that are currently not covered under warranty are required to pass the Performance Validation Test as described in the User's Guide before being eligible to receive the 360 Upgrade or coverage under our Partnership program. Contact our Service Department at 866-442-0628 for assistance. For HazMatID, serial number 10740805F.</p>	\$ 15,000.00	\$ 15,000.00
TOTAL:				\$ 15,000.00	



Smiths Detection

Quotation for:

Washoe County District Health Department
 P.O. Box 11130
 1001 E. 9th St.(89512)
 Reno, NV 89520-0027

DATE: 5/31/2011
 QUOTATION NO.: O6UJ9A000513
 PAGE NO.: Page 2 of 6
 TERMS: Net 30
 VALID UNTIL: 8/29/2011
 DELIVERY: See Terms & Conditions Summary Page
 WARRANTY: Three years parts and labor
 DELIVERY TERMS: EX Works Danbury, CT
 Federal ID#: 22-355-2823

Item	Qty	Part No.	Description	Base Price	Net Price
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Should you have any questions regarding this quotation, please contact **Bob Behrens** at (509) 499-5117 or via email at bob.behrens@smithsdetection.com.

Restriction On Disclosure And Use of Data (3/2006)"This document contains information proprietary to Smiths Detection Inc., which discloses the document in confidence with the understanding that such data shall not be duplicated, used, or disclosed-in whole or in part-for any purpose without the prior, written consent of Smiths Detection Inc. The customer is implicitly authorized to reproduce pages for evaluation of this proposal or to excerpt pages or information for incorporation into customer briefings, proposals, et cetera that endorse the products and services of Smiths Detection Inc." The information contained herein is exempt from disclosure under the Freedom of Information Act (5 U.S.C 552) under Exemption (b)(4), and its disclosure is prohibited under the Trade Secrets Act (18 U.S.C 1905) and FAR 24.202. Rights to use or disclose this proposal are governed by DFARS 252.227-7016 (Jun 1995).

Terms and Conditions Summary

ALL Smiths Detection standard Terms & Conditions apply to ALL quotations unless specifically amended in said quotation. Smiths Detection's Terms & Conditions can be found in its entirety following this summary.

Items that appear on our GSA contract reflect the appropriate discounted price. Proof of GSA discount eligibility is required for all non Federal customers. To verify that a GSA discount has been applied, simply note that the Unit Price and Net Price differ by the appropriate discount level.

Delivery for the Responder RCI product line is 120 Days after receipt of Order.	Delivery for the APD 2000 product line is 90 Days after receipt of Order.
Delivery for the IlluminatIR product line is 60 to 90 Days after receipt of Order.	Delivery for the HazMatID product line is 60 to 90 Days after receipt of Order.
Delivery for the GasID product line is 60 to 90 Days after receipt of Order.	Delivery for the IdentifyIR product line is 60 to 90 Days after receipt of Order.
Delivery for all other Products and Accessories is 45 Days after receipt of Order, unless indicated otherwise.	

To place your order and expedite shipment, please fax your Purchase Order request with all associated terms and conditions, along with a tax exemption certificate if applicable, to Fax #(203) 207-9780, Attention: Order Administration. All Purchase Orders must show Smiths Detection, 21 Commerce Drive, Danbury, CT, 06810 as the vendor name and address. Please reference our quotation number on your purchase order and on any correspondence regarding the quotation. Include a copy of this quotation with your Purchase Order.

Prices, warranty, installation and services on the items quoted herein are available only in the United States, and may not be otherwise assigned.

Buyer shall pay any applicable federal, state and local taxes in addition to the price stated on this quotation unless buyer submits a signed exemption certificate or direct pay permit. Your purchase order should indicate the sales tax status of your order.

Buyer shall not export or re-export technical data or products supplied by Smiths Detection in violation of applicable export regulations. Buyer who exports from the U.S. products purchased hereunder assumes all responsibility for obtaining any required export authorization and payment of applicable fees.

- DEFINITIONS: "Smiths" shall mean Smiths Detection, Inc.
 "Customer" shall mean the person(s) or company that purchases Goods/Equipment from Smiths pursuant to this Order.
 "Operator" shall mean the Operator of the Goods/Equipment.
 "Order" shall mean the agreement between Smiths and the Customer (individually "Party" and collectively "the Parties") for the sale and purchase of the Goods/Equipment, including the Terms and Conditions of Sale herein and any contemporaneous writing, signed by both Parties, and firmly attached hereto.
 "Goods/Equipment" means all components, spare parts, goods, equipment or materials of any kind, which are supplied by Smiths under this Order.
- OFFER AND GOVERNING PROVISIONS: Each Quotation and Order Acknowledgement issued by Smiths is an offer by Smiths to sell the goods and/or services described in it in accordance with these Terms and Conditions of Sale, is not an acceptance of any offer made by the Customer, and is expressly conditioned upon the Customer's assent to these Terms and Conditions of Sale. Smith objects to any additional or different terms contained in any purchase order or other communication previously or hereafter provided by Customer to Smiths. No such additional or different terms or conditions will be of force or effect. The terms of the Order will be the entire agreement between Customer and Smiths on the subject of the transaction that it describes; and there are no conditions to that agreement that are not part of the Order.
- PURCHASE PRICE: Prices cited herein are based on current costs and are subject to reasonable adjustment on or after the date of acceptance of any purchase order to meet a rise or fall in such costs, as computed on the date of delivery.
- PAYMENT: (A) Payment in full of the purchase price shall be made in United States currency within 30 days of the date of invoice. Remit to: 21 Commerce Drive, Danbury, CT 06810
 (B) Punctual payment as stipulated herein is of the essence for the Order. When any sum owed by Customer to Smiths under this Order is overdue, Smiths may, without notice to Customer, either:
 (i) cease the supply of further Goods/Equipment under this Order without liability for any loss (including loss of profit or other financial or economic loss) to Customer until such sum, together with such interest as may be due thereon, is paid; or
 (ii) terminate the Order and any other agreements between Smiths and Customer, whether or not any sums are due for payment by Customer thereunder, without liability on the part of



DATE: 5/31/2011

QUOTATION NO.: O6UJ9A000513

PAGE NO.: Page 3 of 6

TERMS: Net 30

VALID UNTIL: 8/29/2011

DELIVERY: See Terms & Conditions Summary Page

WARRANTY: Three years parts and labor

DELIVERY TERMS: EX Works Danbury, CT

Federal ID#: 22-355-2823

Smiths Detection

Quotation for:

Washoe County District Health Department

P.O. Box 11130

1001 E. 9th St. (89512)

Reno, NV 89520-0027

Item	Qty	Part No.	Description	Base Price	Net Price
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Smiths. Customer shall pay Smiths immediately all sums due and outstanding under all such agreements with respect to Goods/Equipment, services, components, parts, and other materials supplied or ordered in partial execution of the agreements, together with all overhead and other costs incurred by Smiths as a result of such termination.

(C) No defect in the Order Goods/Equipment shall operate to interfere with the terms of payment. If payment is not made as provided above, Customer shall thereby be deemed to have waived the warranties (merchantability, fitness or otherwise, whether express or implied) provided in Section 8 hereunder. Smiths may demand different terms of payment from those specified on the face of this Order, whenever it reasonably appears that Customer's financial condition requires such changes, and may demand assurance of the Customer's ability to pay whenever it reasonably appears that such ability is in doubt. Such demand shall be in writing and Smiths may, upon making such demand, stop production and/or suspend shipments hereunder.

(D) If Customer is in default of any payment obligation, Smiths is, without reminder and prejudice to any other rights, entitled to charge interest at a rate of 1.5 times the legal interest for any outstanding sum, beginning with any due date of payment.

5. RETURN OF GOODS: There will be a 20% restocking fee, in addition to any shipping costs incurred and our technician's expense, if applicable, for all returned items.

6. LIENS AND TITLE: (A) Customer hereby grants to Smiths a security interest in any property owned by the Customer (including Customer's beneficial rights to property leased by Customer) in the possession of Smiths or any of Smiths' affiliates, at any time, to secure all amounts owed by Customer to Smiths under this Order.

(B) In the case of repairs or overhauls performed pursuant to this Order, Customer agrees to grant Smiths a perfected security interest in all Goods/Equipment retained in possession of Smiths upon which any repair or overhaul services have been performed by Smiths. Customer further acknowledges and agrees that, in addition to the security interest and lien expressly granted by Customer to Smiths, Smiths shall have a lien on the Goods/Equipment retained in possession of Smiths to the extent otherwise provided by law. Customer agrees that, in the event of Customer's insolvency, or in the event that any petition is filed by or against Customer under Chapter 7 or Chapter 11 of the Bankruptcy Code, Smiths may, at its discretion, recover all Goods/Equipment sold pursuant to this Order and/or seek damages or costs under applicable laws.

(C) With respect to Goods/Equipment sold pursuant to this Order, Customer agrees and acknowledges that Smiths shall retain a security interest in such Goods/Equipment, unless and until all payment for Goods/Equipment has been made and all other covenants and agreements of this Order have been performed in full. Accordingly, Customer agrees that it will not suffer or permit any lien or encumbrance to be established that effects the title to the Goods/Equipment sold by Smiths pursuant hereto until Smiths has been paid in full. Customer agrees that, in the event of Customer's insolvency, or in the event that any petition is filed by or against Customer under Chapter 7 or Chapter 11 of the Bankruptcy Code, Smiths may, at its discretion, recover all Goods/Equipment sold pursuant to this Order and/or seek damages or costs under applicable laws.

7. DELIVERY: (A) Unless otherwise agreed to in writing, Smiths shall deliver the Order Goods/Equipment FOB destination; freight prepaid by Smiths and added to invoice, GSA freight paid by Smiths, to the place of shipment named herein within a reasonable time after receipt by Smiths of Customer's written acceptance. Typically, our customer will be contacted 24 hours prior to delivery. Typically transit time will be 7-10 business days from date of pickup from the Smiths Detection Inc. warehouse. Deliveries will be made during normal business hours Monday through Friday. One attempt to deliver will be made. Should delivery need to be rescheduled, any additional costs incurred for redelivery and/or storage fees, will be charged to the customer. Smiths shall use reasonable efforts to make timely delivery but shall be excused from any delays arising out of causes beyond its reasonable control. Any specific delivery dates that may be stated are approximate. Smiths shall, under no circumstances, be liable for damages, incidental or consequential (hereinafter contemplated as including, but not limited to, damages for lost profits, lost sales and injury to person or property), for delays, or failure to give notice of delay, whether or not caused by or resulting from Smiths' negligence. Customer agrees not to make such claim on Smiths.

(B) If proper tender of the Goods/Equipment is made and completion of delivery is prevented through no fault of Smiths, Smiths may specify a reasonable alternative place of delivery. Customer agrees that all costs of storage and transport incurred following an initial attempt at delivery are hereby allocated to and imposed upon Customer, and shall be added by Smiths to the sale price. Delivery may at any time be withheld by Smiths pending payment of any sum due from the Customer to Smiths under this Order or any other agreement. Smiths will return Goods/Equipment via the incoming method unless an alternative method has been indicated on the purchase order or a change authorized by the Customer representative. Please note that the above delivery statement does not apply for deliveries made outside the 48 contiguous States. See quotation for delivery terms and conditions.

8. DELIVERY REQUIREMENTS: The client is responsible for assuring access points for delivery of equipment when necessary and is required. In an effort to assure a successful delivery, we kindly ask that our clients take the time to fill out the "Delivery Requirements" form.

9. DELIVERY INSPECTION REPORT: In an effort to help protect both Smiths Detection Inc. and our clients, we ask that before signing for receipt of your equipment, you take a few minutes to conduct a thorough evaluation of the exterior of the system and complete the "Delivery Inspection Report" provided by the contracted trucking company.

10. STORAGE FEES: A storage fee will be applied monthly up to the maximum allowed by law on all repaired and overhauled units if delivery is not taken with five (5) days of notification.

11. WARRANTIES: See the attached "Warranty", which is incorporated herein by reference.

12. TRADEMARKS/COPYRIGHTS: Smiths makes no warranty that the Order Goods/Equipment are free from, and shall not be liable to Customer for, infringement of the intellectual rights (including patents, trademarks and copyrights) of others, and Customer agrees to assume all risks associated therewith. Customer agrees to hold Smiths harmless against any claim for infringement arising out of compliance with Customer's drawings, specifications, requirements or instructions.

13. LIMITATIONS OF LIABILITY AND INDEMNITY: (A) Customer and Operator understand that the Goods/Equipment are designed to be used as tools by personnel trained in attempting to detect the possession and/or transportation of threatening materials. The level of success of such detection attempts is dependant on numerous factors, including but not limited to, the sophistication of efforts to conceal such materials, the size, type and quantity of the conditions. Accordingly, Smiths makes no guaranty or warranty as to the results that will be achieved through the use of the Goods/Equipment, and it is agreed that the sole responsibility for such results shall be borne by Customer.

Accordingly, Smiths makes no guaranty or warranty as to the results that will be achieved through the use of the Goods/Equipment; and it is agreed that the sole responsibility for such results shall be borne by Customer.

(B) AS PROVIDED IN THE WARRANTY INCORPORATED HEREIN PURSUANT TO SECTION 11 ABOVE, SMITHS' LIABILITY FOR BREACH OF WARRANTY SHALL BE LIMITED TO THE REMEDIES THEREIN PROVIDED. WITH RESPECT TO OTHER BREACHES OF CONTRACT, SMITHS SHALL HAVE NO LIABILITY IN EXCESS OF THE AMOUNT OF THIS ORDER. IN NO EVENT SHALL SMITHS BE LIABLE FOR ANY SPECIAL, INCIDENTAL, CONSEQUENTIAL, EXEMPLARY, OR OTHER DAMAGES, INCLUDING, WITHOUT LIMITATION, ANY DAMAGES RESULTING FROM COST OF SUBSTITUTE PROCUREMENT, LOSS OF USE, LOSS OF DATA, LOSS OF PROFITS, LOSS OF SAVINGS, LOSS OF REVENUES, LOSS OF BUSINESS, OR FAILURE OR DELAY IN PERFORMANCE, WHETHER BASED ON BREACH OF WARRANTY OR OTHER CONTRACT BREACH, NEGLIGENCE OR OTHER TORT OR ON ANY STRICT LIABILITY THEORY, EVEN IF SMITHS HAS BEEN ADVISED OF THE POSSIBILITY OF ANY SUCH DAMAGES. NOR SHALL SMITHS BE RESPONSIBLE FOR ANY CLAIM AGAINST CUSTOMER BY A THIRD PARTY.



DATE: 5/31/2011

QUOTATION NO.: O6UJ9A000513

PAGE NO.: Page 4 of 6

TERMS: Net 30

VALID UNTIL: 8/29/2011

DELIVERY: See Terms & Conditions Summary Page

WARRANTY: Three years parts and labor

DELIVERY TERMS: EX Works Danbury, CT

Federal ID#: 22-355-2823

Smiths Detection

Quotation for:

Washoe County District Health Department

P.O. Box 11130

1001 E. 9th St.(89512)

Reno, NV 89520-0027

Item	Qty	Part No.	Description	Base Price	Net Price
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(C) To the fullest extent permitted by applicable law, Customer shall defend, indemnify, and hold harmless Smiths and its affiliates and their respective officers, partners, directors, employees, agents, successors, and assigns ("Smiths Parties") from and against any and all losses, claims, damages, liabilities, expenses (including, without limitation, fees and disbursements of legal counsel and expenses of litigation) or other obligations (collectively "Losses") and threatened Losses to the extent they arise from or in connection with the purchase and/or operation of the Goods/Equipment by Customer or Owner, including but not limited to any of the following: (i) the death or bodily injury of any agent, employee, customer, business invitee, or business visitor or other person, and the damage, loss, or destruction of any real or tangible personal property; (ii) any action taken by or on behalf of Customer in the performance of this Order that causes Smiths to be obligated to indemnify, defend, and/or hold harmless any third party; (iii) any claim, demand, charge, action, cause of action, or other proceeding resulting from an act or omission of Customer, its employees, agents, or subcontractors acting in its or their capacity as an employer or potential employer with respect to the claimant; and (iv) any claim by Customer or Operator, whether based on warranty or other contract breach, negligence or other tort or on any strict liability theory, for matters disclaimed in subsection (B) above. Customer shall fully indemnify and completely hold harmless the Smiths Parties as provided above, whether or not negligence or other fault of any of the Smiths Parties contributed to, or is claimed or alleged to have contributed to, the claim, action, damage, loss, cost, liability or expense. The only instance in which Customer shall not fully indemnify and completely hold harmless the Smiths Parties as set forth above is where the claim is based solely upon the alleged fault of Smiths and Smith's fault is adjudicated to be the sole cause of all of the Losses.

(D) Smiths shall not be liable for failure to deliver, for delay in delivery, or for any losses or damage to Customer, or to the Goods/Equipment occasioned by delays, in the performance of Smiths obligations, due to: (i) any cause beyond Smiths reasonable control or the control of Smiths suppliers or subcontractors; (ii) an act of God, act or omission of Customer, act of civil or military authority, fire, strike or other labor difficulty, riot or other civil disturbance, insolvency or other inability to perform by the manufacturer, delay in transportation; or (iii) any other commercial impracticability.

(E) The conditions to performance specifically stated in this provision and elsewhere in this Order shall be the only conditions precedent or subsequent to an absolute duty of performance on the part of Customer and Smiths. Any official action or legal proceeding by Customer in connection with this Order, other than provided for elsewhere in this Order, must be commenced within one (1) year from delivery. In no event of breach or repudiation of this Order by Smiths shall Smiths be liable for indirect, special, third party, incidental, or consequential damages, including without limitation lost profits, data, or goodwill, and Customer hereby agrees not to make any such claim on Smiths. Customer agrees to defend, indemnify and hold harmless Smiths from and against any claim, loss, liability, expense or damage (including liens or legal fees) incurred by Smiths with respect to any of Customers export or re-export activities contrary to Section 19 Export & Import Controls.

14. TAXES: Sales and use taxes, payable by Customer, which are presently or may hereafter be imposed by any taxing authority, are not included in the sale price. Any direct or excise tax or import or customs exaction payable by Smiths, which may hereafter be imposed by any taxing authority, wheresoever located, upon the manufacture, sale or delivery of products covered by this order, or any increase in rate of any such tax or import or customs exaction now in force, shall be added to the sales price. If such charge is not collected at the time of payment or sale price, Customer will hold Smiths harmless.

15. CHANGES AND TERMINATION: (A) Smiths shall have the right, in its sole discretion, to terminate this Order if Customer: (i) is unable to pay its debts generally as and when they become due; (ii) is the subject of a legal process declaring it insolvent; (iii) ceases or threatens to cease carrying on its business; or (iv) commits a substantial breach of this Order which is incapable of remedy.

(B) Customer may make a written request for amendment, modification, or termination. If a request for amendment or modification is accepted by Smiths, and any changes cause an increase or decrease in the cost of, or the time required for, the performance of any part of the work under this Order, an equitable adjustment shall be made in the price or delivery schedule, or both, and the Order shall be modified in writing accordingly. Wherever the cost of property made obsolete as a result of the change is included in the price adjustment, Customer shall have the right to prescribe the manner of disposition of such property. If request for termination is accepted by Smiths, equitable provision shall be made to Smiths for a recoupment of all costs incurred under the Order and for reasonable profit based on time and costs expended. The Order shall continue in effect until such time as payment is received. A written request as specified herein shall give Smiths adequate reason to demand written assurance of Customer's ability and intent to carry out the Order.

16. MERGER AND SEVERABILITY: This Order contains the total agreement of the Parties, and all agreements entered into prior to or contemporaneously with the execution of this agreement are excluded whether oral or in writing, except that a contemporaneous writing, signed by both Parties, and firmly attached to this tender, shall be considered part hereof. If any provision of this Order shall be determined by a court of competent jurisdiction to be invalid or unenforceable, such determination shall not effect the remaining provisions of this Order, all of which shall remain in full force and effect.

17. DISPUTE RESOLUTION, GOVERNING LAW, AND FORUM: (A) This Order shall be governed by, and construed in accordance with, the laws of the State of [jurisdiction], without the application of conflict of laws principles. THIS ORDER SHALL NOT BE GOVERNED BY THE 1980 U.N. CONVENTION ON CONTRACTS FOR THE INTERNATIONAL SALE OF GOODS. Notwithstanding the foregoing, the federal laws of the United States of America shall be the governing laws, to the extent appropriate, with respect to issues involving patent, copyright, or trademark.

(B) In the event a dispute arises under or relates to this Order, the Parties shall diligently attempt to resolve the dispute within thirty (30) days from the date either Party gives written notice to the other of its intent to invoke this provision, during which period neither Party may commence legal action to assert its rights against the other. In the event the Parties do not resolve the dispute within the thirty (30) day period referenced above, either Party may institute legal action to pursue any right or remedy it may have against the other Party. Any legal action or proceeding with respect to this Order shall be brought and maintained in the courts of the State of [jurisdiction] or of the United States of America for the District of [jurisdiction]. By execution of this Order, Customer hereby accepts for itself and in respect of its property, generally and unconditionally, the jurisdiction of the aforesaid courts. No action in law or equity arising out of this Order may be brought by Customer more than two years after the cause of action has first arisen.

(C) Customer further irrevocably consents to the service of process out of any of the aforementioned courts in any such action or proceeding if such process shall be in writing and either shall be delivered in person or sent by registered or certified mail (return receipt requested), postage pre-paid, and addressed to Customer at the address of Customer for notices under this Order. Nothing herein shall affect the right of Smiths to serve process in any other manner permitted by law or to commence legal proceedings or otherwise proceed against Customer in any other jurisdiction.

(D) Smiths shall have the right to collect from Customer its reasonable expenses, including attorneys' fees, incurred in enforcing this Order.

(E) The rights and obligations herein shall survive completion of the final payment under this Order.

18. CONFIDENTIALITY: The Parties agree that, in the course of performance of this Order, it may be necessary and desirable for them to exchange confidential information. For example, all updates, repairs, replacements, fixes, modifications, and other changes to the Goods/Equipment shall be considered Smiths proprietary information. To accomplish this confidentiality, the Parties agree as follows: any Party disclosing confidential information to the other Party shall identify such information as confidential when disclosing it. The receiving Party shall not disclose confidential information of the disclosing Party to any person outside its employ, except when authorized by the disclosing Party. Any Party receiving



Smiths Detection

Quotation for:

Washoe County District Health Department
 P.O. Box 11130
 1001 E. 9th St. (89512)
 Reno, NV 89520-0027

DATE: 5/31/2011
 QUOTATION NO.: O6UJ9A000513
 PAGE NO.: Page 5 of 6
 TERMS: Net 30
 VALID UNTIL: 8/29/2011
 DELIVERY: See Terms & Conditions Summary Page
 WARRANTY: Three years parts and labor
 DELIVERY TERMS: EX Works Danbury, CT
 Federal ID#: 22-355-2823

Item	Qty	Part No.	Description	Base Price	Net Price
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confidential information under this Article shall maintain such information in confidence in the same manner it protects its own confidential information and shall use it only for the performance of this Order, and for no other purpose.

19. EXPORT AND IMPORT CONTROLS: Customer acknowledges and agrees that the Ultimate Destination of the Order Goods/Equipment is in the United States, unless otherwise agreed to in writing. Customer shall not authorize or permit its employees, distributors, customers, brokers, freight forwarders, and/or agents to export or re-export any of the Order Goods/Equipment to any foreign person without complying with applicable import and export laws and regulations of Customer's country and of the United States, including the International Traffic in Arms Regulations (ITAR) and the Export Administration Regulations (EAR). Customer agrees to obtain and properly utilize U.S. Government export authorization prior to exporting or re-exporting the Order Goods/Equipment, either in their original form or after being incorporated into other end-items.

20. NOTIFICATION: Customer agrees to notify Smiths immediately if Customer is listed in any Denied Persons List, Entity List, or Specially Designated Nationals List, or if Customer's export privileges are otherwise denied, suspended or revoked in whole or in part by any U.S. Government entity or agency.

21. LICENSE AND OWNERSHIP: To the extent that the Order Goods/Equipment contain or are software, Smiths hereby grants to Customer a non-exclusive, non-transferable, personal license to use the software and related documentation. Customer's use of the Order Goods/Equipment conclusively evidences its acceptance of this license and this Order, including this Section 20. Title to the software shall at all times remain with Smiths. Customer agrees that the software, all enhancements, related documentation, and derivative works are, and will remain, the sole property of Smiths and includes valuable trade secrets. Customer agrees to treat the software and related documentation as confidential and to not copy, reproduce, sub-license, or otherwise disclose the software and related documentation to third parties. Customer agrees to not disassemble, decompile, reverse engineer, create derivative works from or otherwise translate, customize, localize, modify, add to, or in any way alter, rent, or loan the software or related documentation.

22. ASSIGNMENT: Neither Party shall assign this Order without the prior written consent of the other Party, except that Smiths may assign it to any of its parent, sister, or affiliate companies.

23. RELATIONSHIP: Nothing in this Order shall be construed to place the Parties in the relationship of partners or joint ventures, and the Parties shall have no power to obligate or bind the other in any manner whatsoever.

24. HEADINGS: Any headings or paragraph titles are for the convenience of reference only and shall not define, limit, or extend the scope or intent of this Order or any provision thereof.

25. PROPRIETARY INFORMATION STATEMENT: This quotation contains information proprietary to Smiths Detection, Inc. No part of this information may be reproduced or transmitted in any form without the prior written permission of Smiths Detection Inc. This quotation supersedes all previous quotations and is valid for 90 days from date of issue, unless otherwise stated.

26. INSTALLATION & TRAINING: This Installation and Training provision only applies to X-Ray equipment. Installation is not included for TRACE products unless otherwise denoted on quotation.

The cost of installation and training, for the X-ray equipment (160 Kv or lower) purchased, is included within Smiths Detection Inc.'s proposal, provided the installation is scheduled within 90 days from the date the unit shipped. This includes one visit to the client's facility where the installation and training will be conducted during normal business hours Monday through Friday. Please note that installation and training is only included for equipment delivered and installed within the 48 contiguous States. Once the client receives the equipment, they must contact the Smiths Detection Inc. Service Department at 800-297-0955 to confirm receipt and a visit will be scheduled for a mutually agreed upon date.

During this visit, the technician will install the X-ray unit (160 Kv or lower), which includes a Radiation Survey and calibration of the equipment as well as train the client's personnel on the start-up and fail-safe features, basic usage and software features of the equipment purchased.

Warranty Statement

- (A) Smiths warrants that the Goods/Equipment sold by Smiths, and that is manufactured by Smiths, (a) conforms to Smiths specifications, and (b) is free from defects in materials and workmanship (under normal usage and provided that Smiths' operation and maintenance instructions are followed by competent personnel) appearing within the applicable warranty period set forth in Appendix A. Normal wear and tear shall not be considered a defect.
- (B) For equipment that is not manufactured by Smiths, Smiths' only responsibility is to assign to its customer any manufacturer's warranty that does not prohibit such assignment.
- (C) Equipment and parts that are consumed in normal operation are not covered by this warranty.
- (D) If the Customer or Operator, as the case may be, discovers a defect within the applicable warranty period, it must be reported to Smiths service department at 1-800-297-0955 immediately upon discovery.
- (E) Within a reasonable time after proper notification, Smiths shall, during its normal business hours, Monday through Friday, correct any defect covered by this warranty with either new or used replacement parts, without charge, subject to the further applicable terms and conditions set forth in Appendix A. The original duration of this Warranty shall remain applicable to those parts not repaired or replaced. Any part repaired or replaced is warranted to conform to Smith's specifications and to be free from defects in materials or workmanship appearing within a period after repair or replacement equivalent to the warranty period originally applicable to the Goods/Equipment of which it is a part, subject to the other terms of this Warranty. The above remedies are the exclusive remedies of Customer and Operator, and the sole responsibility of Smiths, for breach of this Warranty.
- (F) Smiths' warranty ceases to be effective if Purchaser fails to operate and use the equipment sold hereunder in a safe and reasonable manner in accordance with Smiths' written instructions.
- (G) Neither Customer nor Operator shall be entitled to any remedy under this Warranty with respect to
 - (i) Goods/Equipment that has been subjected to any alteration, disassembly, tampering, modification, or repair without prior authorization by Smiths;
 - (ii) Goods/Equipment subjected to experimental running or any type of operation or use other than that for which the Goods/Equipment is designed;
 - (iii) Goods/Equipment from which Smiths' and/or vendor's trademark or serial number has been altered, removed, or obliterated without Smiths' written permission, excluding any alteration, removal, or obliteration directly caused by accident or mishap;
 - (iv) Goods/Equipment that has been in storage or immobilized for one year or more after delivery.
- (H) SMITHS MAKES NO OTHER WARRANTY, EXPRESS OR IMPLIED, AND SPECIFICALLY MAKES NO WARRANTY OF MERCHANTABILITY OR OF FITNESS FOR A PARTICULAR PURPOSE; AND THE EXPRESS WARRANTY SET IN THIS ARTICLE IS IN LIEU OF ANY SUCH WARRANTY AND ANY OTHER OBLIGATION OR LIABILITY ON THE PART OF SMITHS.
- (I) For purposes of the exclusive remedies set forth in this Warranty, and the limitations of liability set forth in Section 13 of the Terms and Conditions of Sale into which it is incorporated, "Smiths" shall be deemed to include Smiths, its subsidiaries, and their affiliates, directors, officers, employees, agents, representatives, subcontractors, and suppliers of all of them.



Smiths Detection

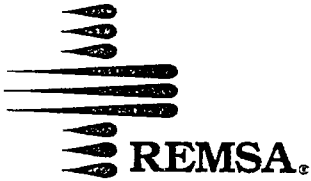
Quotation for:

Washoe County District Health Department
P.O. Box 11130
1001 E. 9th St.(89512)
Reno, NV 89520-0027

DATE: 5/31/2011
QUOTATION NO.: O6UJ9A000513
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DELIVERY TERMS: EX Works Danbury, CT
Federal ID#: 22-355-2823

Item	Qty	Part No.	Description	Base Price	Net Price
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(J) This Warranty is non-transferable and is applicable only to the original Customer or Operator .
(K) This Warranty shall not be extended, altered or varied except by written instrument executed by Smiths.
(L) Any official action or legal proceeding for breach of this Warranty must be commenced within thirty (30) months after acceptance of the Goods/Equipment.



Regional Emergency Medical Services Authority

REMSA

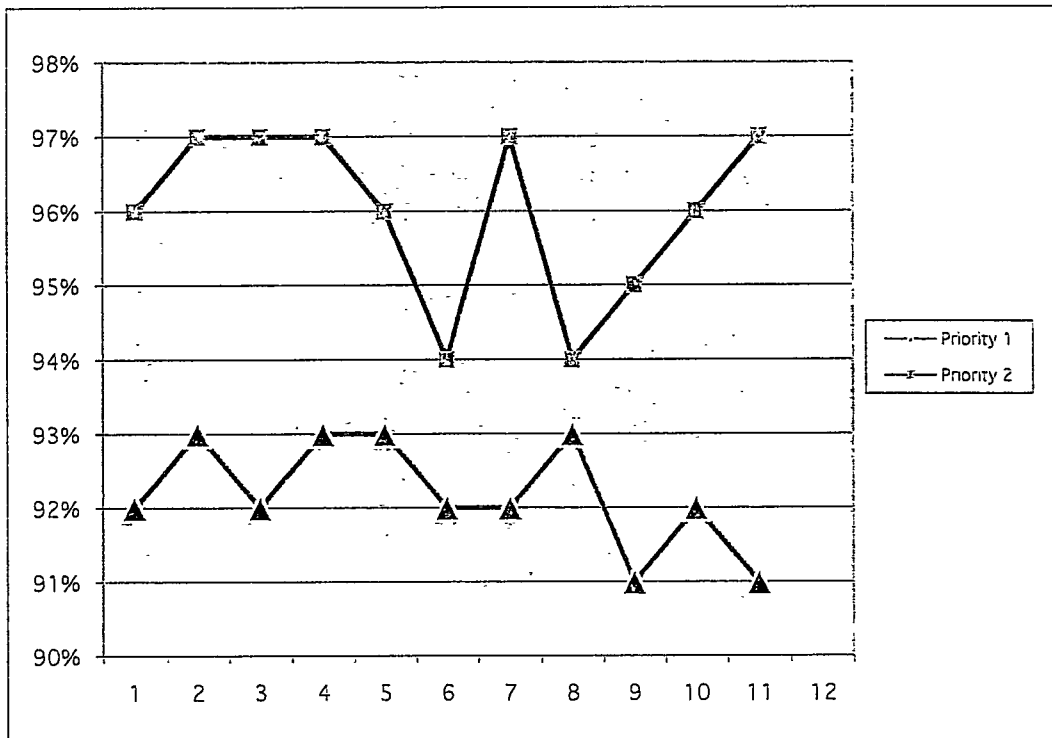
OPERATIONS REPORTS

FOR

MAY 2011

Fiscal 2011

Month	Avg. Response Time	Avg. Travel Time	Priority 1	Priority 2
Jul-10	6 mins. 2 secs.	4 mins. 45 secs.	92%	96%
Aug.	5 mins. 54 secs.	4 mins. 49 secs.	93%	97%
Sept.	6 mins. 5 secs.	4 mins.52 secs.	92%	97%
Oct.	5 mins. 58 secs.	4 mins. 56 secs.	93%	97%
Nov.	6 mins. 9 secs.	5 mins. 4 secs.	93%	96%
Dec.	6 mins 3 secs.	4 mins. 58 secs.	92%	94%
Jan. 11	6 mins. 2 secs.	4 mins.54 secs.	92%	97%
Feb.	6 mins. 13 secs.	5 mins. 7 secs.	93%	94%
Mar.	6 mins. 4 secs.	4 mins. 55 secs.	91%	95%
Apr.	5 mins. 52 secs.	4 mins. 40 secs.	92%	96%
May	5 mins. 58 secs.	4 mins.48 secs.	91%	97%
Jun-11				

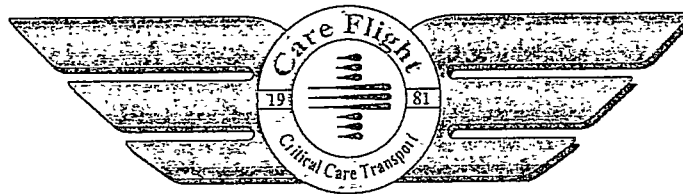


Care Flight		10-11 Sched of Fran Avg. Bill		
Month	#Patients	Gross Sales	Avg. Bill	YTD Avg
Jul-10	15	\$109,746	\$7,316	\$7,316
Aug.	9	\$58,163	\$6,463	\$6,996
Sept.	17	\$134,512	\$7,912	\$7,376
Oct.	11	\$76,615	\$6,965	\$7,289
Nov.	9	\$66,171	\$7,352	\$7,298
Dec.	9	\$60,165	\$6,685	\$7,220
Jan. 2011	16	\$117,532	\$7,346	\$7,243
Feb.	14	\$99,074	\$7,077	\$7,220
Mar.	8	\$54,604	\$6,826	\$7,191
Apr.	7	\$42,756	\$6,108	\$7,125
May	7	\$40,061	\$5,723	\$7,044
June			\$0	\$7,044
Totals	122	\$859,400	\$7,044	\$7,044
Adjusted Allowed Average Bill -				\$6,939.00
REMSA Ground				
Month	#Patients	Gross Sales	Avg. Bill	YTD Avg
Jul-10	3090	\$3,040,510	\$984	\$984
Aug.	3121	\$3,079,796	\$987	\$985
Sept.	2934	\$2,905,935	\$990	\$987
Oct.	2889	\$2,859,349	\$990	\$988
Nov.	2750	\$2,724,649	\$991	\$988
Dec.	3129	\$3,122,929	\$998	\$990
Jan. 2011	2990	\$2,962,491	\$991	\$990
Feb.	2904	\$2,866,558	\$987	\$990
Mar.	3085	\$3,046,993	\$988	\$989
Apr.	2860	\$2,589,677	\$905	\$981
May	3175	\$2,873,548	\$905	\$974
June			\$0	\$974
Totals	32927	\$32,072,435	\$974	\$974
Allowed ground avg bill -				\$966.00



Regional Emergency Medical Services Authority

CARE FLIGHT
OPERATIONS REPORT
FOR
MAY 2011



CARE FLIGHT OPERATIONS REPORT
MAY 2011
WASHOE COUNTY

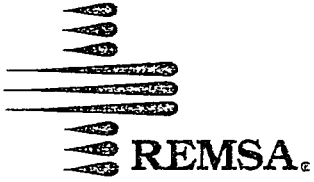
- ❖ In Town Transfer:
0 ITTs were completed
- ❖ Outreach, Education, & Marketing:
➤ 2 Community Education & Public Events

05/04/11	KRNV PR	Flight Staff
05/25/11	Broken Wing Drill	Flight Staff

❖ Statistics

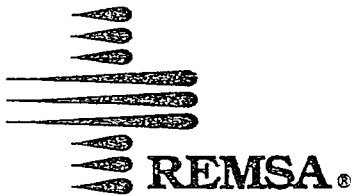
Washoe County Flights

	# patients
Total Flights:	7
Total Patients	7
Expired on Scene	0
Refused Transport (AMA)	0
Scene Flights	7
Hospital Transports	0
Trauma	5
Medical	2
High Risk OB	0
Pediatrics	0
Newborn	0
Full Arrest	0
Total	7



Regional Emergency Medical Services Authority

REMSA
GROUND OPERATIONS REPORT
FOR
MAY 2011



GROUND AMBULANCE OPERATIONS REPORT

May 2011

1. OVERALL STATISTICS:

Total Number Of System Responses	5252
Total Number Of Responses In Which No Transport Resulted	2111
Total Number Of System Transports	3141

2. CALL CLASSIFICATION REPORT:

Cardiopulmonary Arrests		2%
Medical		47%
OB		1%
Psychiatric/Behavioral		4%
Transfers		15%
Trauma		25%
	Trauma – MVA	6%
	Trauma – Non MVA	19%
Unknown/Other		6%
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
- 100% of pediatric patients both ALS and BLS transport and non-transport patients
- 100% of advanced airways (outside cardiac arrests)
 - ETCO2 use in cardiac arrests and advanced airway
- 100% of Phase 6 Paramedic and EMT PCRs
- 100% Pain/Sedation Management
- Total of 2596 PCRs

All follow-up deemed necessary resulting from Communication CQI was completed by Will Hehn, Interim Communications Education and CQI Coordinator.

4. EDUCATION AND TRAINING REPORT:

A. Public Education

Advanced Cardiac Life Support

Date	Course Location	Students
4/25/11	Riggs Ambulance Service	7
5/4/11	REMSA Education	1
5/18/11	EMS CES 911	4
5/25/11	EMS CES 911	4
5/27/11	REMSA Education	22

Advanced Cardiac Life Support Recert

Date	Course Location	Students
4/27/11	John Mohler & Company	13
5/2/11	EMS CES 911	5
5/10/11	REMSA Education	5
5/11/11	EMS CES 911	3
5/18/11	Summit Medical Education	5
5/23/11	REMSA Education	15
5/24/11	Tahoe Pacific Hospital	6
5/24/11	Richard Walsh	3
5/28/11	EMS CES 911	4

Advanced Cardiac Life Support Skills

Date	Course Location	Students
5/10/11	REMSA Education	1
5/12/11	Tahoe Forest Hospital	1
5/27/11	Tahoe Pacific Hospital	1
5/27/11	Riggs Ambulance Service	1

Bloodborne Pathogen

Date	Course Location	Students
5/6/11	REMSA Education	8
5/9/11	REMSA Education	5
5/10/11	US Forest Service	12
5/10/11	REMSA Education	12
5/11/11	US Forest Service	13

Bloodborne Pathogen Instructor

Date	Course Location	Students
5/20/11	REMSA Education	14

Basic Life Support Instructor

Date	Course Location	Students
5/20/11	REMSA Education	14

Health Care Provider

Date	Course Location	Students
3/30/11	CPR Plus	8
3/31/11	CPR Plus	6
4/6/11	CPR Plus	5

4/7/11	Nye County EMS	7
4/13/11	CPR Plus	5
4/20/11	Majen	3
4/29/11	CPR Plus	5
4/29/11	Riggs Ambulance Service	14
5/3/11	EMS CES 911	4
5/4/11	REMSA Education	9
5/4/11	Willow Springs	6
5/5/11	CPR Plus	4
5/6/11	Sierra Nevada Job Corps	6
5/7/11	Riggs Ambulance Service	9
5/10/11	REMSA Education	10
5/10/11	EMS CES 911	3
5/11/11	Nye County EMS	2
5/14/11	REMSA Education	8
5/14/11	John Keast	2
5/14/11	Pat Coyle	4
5/14/11	John Keast	2
5/14/11	Kalif Peter	4
5/16/11	Humboldt General Hospital	9
5/17/11	Tahoe Forest Hospital	11
5/18/11	REMSA Education	8
5/18/11	West Hills Hospital	5
5/20/11	Career College of Northern Nevada	8
5/20/11	REMSA Education	22
5/21/11	EMS CES 911	3

5/21/11	Career College of Northern Nevada	7
5/24/11	Saint Mary's Regional Medical Center	2
5/26/11	Storey County Fire Department	6
5/26/11	REMSA Education	11
5/27/11	EMS CES 911	1
5/30/11	EMS CES 911	3

Health Care Provider, Employee

Date	Course Location	Students
5/9/11	REMSA Education	2
5/11/11	REMSA Education	1
5/27/11	REMSA Education	1

Health Care Provider, Recert

Date	Course Location	Students
2/23/11	Nevada Department of Corrections	2
3/23/11	Nevada Department of Corrections	4
4/27/11	Kasey Walker	1
4/28/11	Kasey Walker	5
4/29/11	Nampa Fire Department	10
5/1/11	EMS CES 911	1
5/1/11	Reno Tahoe Airport Authority	1
5/1/11	Nevada Air National Guard	5
5/2/11	REMSA Education	5
5/5/11	REMSA Education	8
5/7/11	REMSA Education	11

5/9/11	UNR EHS	2
5/10/11	Nevada Department of Corrections	4
5/10/11	Jason Harris	1
5/10/11	Great Basin College	10
5/10/11	Saint Mary's Regional Medical Center	2
5/11/11	REMSA Education	6
5/11/11	EMS CES 911	3
5/12/11	REMSA Education	10
5/13/11	Saint Mary's Regional Medical Center	4
5/14/11	Nevada Air National Guard	1
5/16/11	Nevada Department of Corrections	2
5/16/11	REMSA Education	3
5/17/11	EMS CES 911	1
5/17/11	Saint Mary's Regional Medical Center	3
5/19/11	REMSA Education	7
5/19/11	Regent Care Center	3
5/19/11	Rosewood Rehab Center	6
5/20/11	Saint Mary's Regional Medical Center	6
5/20/11	REMSA Education	5
5/20/11	Concentra	3
5/21/11	REMSA Education	8
5/21/11	Washoe County School District	1
5/24/11	REMSA Education	10
5/25/11	REMSA Education	9
5/27/11	REMSA Education	9
5/28/11	Tyler Teese	2

5/28/11	EMS CES 911	1
5/29/11	Jason Harris	1
5/31/11	REMSA Education	3

Health Care Provider Skills

Date	Course Location	Students
4/29/11	Majen	1
4/30/11	Tahoe Pacific Hospital	1
5/2/11	REMSA Education	1
5/4/11	REMSA Education	1
5/4/11	Tahoe Forest Hospital	2
5/6/11	REMSA Education	1
5/8/11	Majen	1
5/9/11	REMSA Education	1
5/10/11	REMSA Education	1
5/12/11	Peggy Drussel	1
5/13/11	REMSA Education	1
5/17/11	Riggs Ambulance Service	1
5/24/11	Tahoe Pacific Hospital	1
5/25/11	REMSA Education	1
5/25/11	Paula Green	1
5/27/11	REMSA Education	1
5/27/11	Tahoe Forest Hospital	2
5/31/11	REMSA Education	1
5/31/11	Tahoe Forest Hospital	1

Heart Saver AED

Date	Course Location	Students
4/18/11	Hillary Bell	7
4/28/11	Tahoe Forest Hospital	1
5/2/11	Nampa Fire Department	1
5/3/11	REMSA Education	10
5/9/11	Peggy Drussel	1
5/10/11	EMS CES 911	3
5/11/11	REMSA Education	9
5/13/11	Elko BLM	1
5/17/11	Eldorado Hotel/Casino	3
5/18/11	Alex MacLennan	9
5/19/11	Diamond Mountain Casino	5
5/19/11	Eldorado Hotel/Casino	6
5/19/11	Washoe County School District	31
5/20/11	Washoe County School District	37
5/21/11	REMSA Education	15
5/22/11	Kathy Brown	2
5/25/11	Elko BLM	3
5/25/11	REMSA Education	14
5/25/11	Patagonia	1
5/30/11	Alex MacLennan	6
5/31/11	UNR Police Department	1

Heart Saver CPR

Date	Course Location	Students
5/21/11	Pam Johnson	12

Heart Saver First Aid

Date	Course Location	Students
10/19/10	Nevada Department of Corrections	31
11/15/10	Nevada Department of Corrections	22
3/23/11	Storey County Fire Department	4
4/2/11	Majen	5
4/10/11	NorCal EMS	8
4/20/11	Majen	3
4/20/11	Elko BLM	6
4/21/11	Majen	11
4/22/11	Majen	6
4/26/11	Majen	8
4/29/11	Sierra Nevada Job Corps	6
5/3/11	Majen	5
5/3/11	Eagle Valley Children's Home	6
5/4/11	Riggs Ambulance Service	29
5/5/11	Majen	3
5/6/11	Work of Heart	4
5/6/11	REMSA Education	8
5/6/11	Join Inc	4
5/9/11	REMSA Education	12
5/10/11	REMSA Education	12
5/11/11	REMSA Education	13
5/11/11	Elko BLM	17
5/12/11	Majen	3

5/13/11	Join Inc	6
5/13/11	REMSA Education	2
5/14/11	REMSA Education	10
5/14/11	EMS CES 911	1
5/16/11	Bonaventure Senior Living	3
5/19/11	REMSA Education	10
5/19/11	Sierra Nevada Job Corps	5
5/23/11	EMS CES 911	1
5/24/11	Patagonia	7
5/24/11	Work of Heart	3
5/25/11	Elko BLM	29
5/25/11	Alex MacLennan	5
5/25/11	Sierra Nevada Job Corps	6
5/25/11	Patagonia	6
5/26/11	Diamond Mountain Casino	5
5/26/11	Patagonia	6
5/27/11	Join Inc	5
5/28/11	Jim Medici	2
5/29/11	EMS CES 911	2
5/30/11	Josh Duffy	1

Heart Saver Pediatric First Aid

Date	Course Location	Students
4/2/11	Jennifer Kraushaar	2
4/30/11	Alex MacLennan	5
5/5/11	Tahoe Forest Hospital	8

5/14/11	REMSA Education	2
5/14/11	Jennifer Kraushaar	7
5/21/11	Jennifer Kraushaar	12
5/21/11	REMSA Education	7

International Trauma Life Support

Date	Course Location	Students
5/19/11	REMSA Education	5

Neonatal Resuscitation Program

Date	Course Location	Students
5/24/11	REMSA Education	10

Pediatric Advanced Life Support

Date	Course Location	Students
5/19/11	REMSA Education	11
5/25/11	REMSA Education	9

Pediatric Advanced Life Support Recert

Date	Course Location	Students
4/1/11	Shally Baughman	3
4/29/11	John Mohler & Company	23
5/1/11	EMS CES 911	2
5/3/11	EMS CES 911	1
5/9/11	EMS CES 911	1
5/15/11	EMS CES 911	1
5/16/11	EMS CES 911	1
5/17/11	Summit Medical Education	5

5/17/11	EMS CES 911	1
5/18/11	Tahoe Forest Hospital	13
5/23/11	Trent Waechter	8
5/24/11	Trent Waechter	8
5/24/11	EMS CES 911	2
5/30/11	EMS CES 911	2

Ongoing Courses

Date	Course Description / Location	Students
1/4/11	Paramedic Program	9
7/6/10	Paramedic Program	11
4/18/11	EMT Intermediate	18

Total Students This Report	1311
----------------------------	------

5. COMMUNITY RELATIONS:

Community Outreach:

Point of Impact

Date	Description	Attending
5/9/11	Child Safety Seat Awareness talk for pregnant teens at Casa de Vida	2 students
5/14/11	Child Safety Seat Checkpoint, Frontier Financial Credit Union, Sparks 14 cars and 15 seats inspected.	6 volunteers, 5 staff
5/23/11	Child Safety Seat Awareness talk for Renown NICU staff	9 nurses
5/23/11	Child Safety Seat Awareness talk for Classroom on Wheels (COW) pre-schooler parents (2 sessions)	18 parents

Northern Nevada Fitting Station Project

Date	Description	Attending
5/4/11	Prepared Childbirth Class, St. Mary's	

Safe Kids Washoe County

Date	Description	Attending
5/4/11	Safe Kids USA Advisory Council monthly conference call.	1 staff
5/5/11	Testify on Vulnerable Users bill regarding pedestrian safety at the Nevada State Legislature Senate Transportation Committee, Carson City.	1 staff
5/10/11	Safe Kids Washoe County monthly Coalition meeting, Sparks.	12 volunteers
5/10/11	Truckee Meadows Bicycle Alliance Bike to Work and School Committee planning meeting, RTC.	7 volunteers
5/10/11	Esther Bennett Elementary School Safety Committee monthly meeting, Sun Valley.	6 volunteers
5/10/11	Parent class on safety risk areas, Community Services Agency Head Start at Smithridge Elementary	8 parents
5/12/11	State of Nevada Injury Prevention Task Force, Carson City. Group disbanding due to no continuation of funding from the Centers for Disease Control.	8 volunteers
5/17/11	Recruit for Safe Kids Ready to Walk N' Roll Camp at Virginia Palmer Elementary School, Sun Valley	1 staff
5/17/11	Truckee Meadows Bicycle Alliance Bike to Work and School Committee planning meeting, RTC.	5 volunteers
5/17/11	Give Kids a Boost final committee meeting.	8 volunteers
5/18/11	Safe Routes to Schools monthly partners meeting.	7 volunteers
5/19/11	Maternal Child Health Coalition of Northern Nevada monthly meeting.	12 volunteers
5/21/11	Girl Scouts of Northern Nevada Safety Day, Idlewild Park.	1 volunteer, 100 attendees
5/24/11	Safe Kids Washoe County bi-monthly Board of Directors meeting.	1 staff, 5 volunteers

5/24/11	Nevada State Bike and Pedestrian Conference, Reno. Presented on Safe Kids Ready to Walk N' Roll Camp.	1 staff
5/31/11	Esther Bennett Elementary School Safety Patrol year end celebration, Sun Valley.	1 staff, 19 students, 2 volunteers



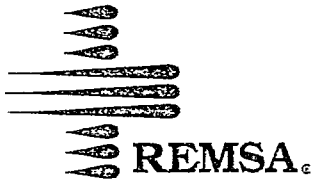
Regional Emergency Medical Services Authority

GROUND AMBULANCE AND CARE FLIGHT
INQUIRIES
FOR
MAY 2011

INQUIRIES

May 2011

There were no inquiries in the month of May.



Regional Emergency Medical Services Authority

GROUND AMBULANCE
CUSTOMER SERVICE
FOR
MAY 2011

GROUND AMBULANCE CUSTOMER COMMENTS MAY 2011

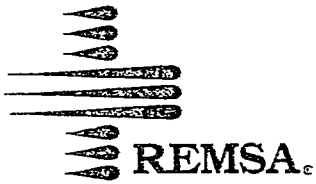
Date of Service		What Did We Do Well?	What Can We Do To Serve You Better	Description / Comments
1	1/18/11	The ambulance driver were great. Put me at ease.		
2	1/19/11	Service, speed and care saved my life		
3	1/30/11	Kept me alive.		I was unconscious the whole time I was being transported. I have NO memory of the experience. Do I owe you any money???
4	3/3/11	Very helpfull in calming me down, made me feel safe!		Thank you
5	3/4/11	Transport	Didn't need Firemen	
6	3/5/11	Take care of mom.		
7	3/11/11	Made a speedy appearance and answered all my questions with courtesy and care.	Keep up the good work and you were great!	Thank you for the care and for caring!
8	3/16/11	Everything!		All of your employees were kind and courteous.
9	3/17/11	I imagine everything.		I must have passed outn cause i dont remember the ambulance trip.
10	3/18/11	Staff very informative	Keep up the good work	Excellent service
11	3/18/11	All aspects involved from pickup care while in transport care durring transport to communicating needs to ER staff could not have been more professional.		
12	3/21/11	Took care of me in the ambulance offered medications to ease pain		
13	3/22/11	every thing very well		always well done!
14	3/23/11	calm&professional		helpful in a stressful time
15	3/28/11	Everyone was nice and so helpful	Nothing!	
16	3/29/11		your dispatcher couldnt figure out where our house was- husband had to give instructions	dispatcher was not very good- paramedics and fire dept were great
17	4/8/11	I just got the bills because I need crutches to get out of bed	I needed a wheelchair	
18	4/1/11	Bleeding was profuse	Stay the same. Polite efficient	Everyone was pleased and it happened so fast. your speed was necessary and useful.
19	4/2/11	I didn't want to go to the hospital and was not forced but highly recommended which was the right call. My situation turned very serious and I had emergency surgery and spent a week in the hospital. I don't know the names of the 2 ambulance attendants, but please pass on my sincere thanks. I'm very grateful.		
20	4/4/11	Courteous, polite. Answered questios made me feel well informed of what was happening.	lower your prices a little steep for an 18 minute trip. But happy with service over all. Thank you.	
21	4/6/11	Prompt professional service considerate staff		
22	4/6/11	All very good.		You were prompt, professional, and worked well with the hospital and fire dept. staff.
23	4/7/11		Start an insurance program like Carson City.	
24	4/7/11	Everything	Nothing I can think of	I was very happy with the service
25	4/8/11	Treated us like, incomplete curtisty.	Just be the same curtisty	Very good.
26	4/9/11	everything, the drivers are very polite, catious in their driving	Nothing, I think their just wonderful	
27	4/10/11	Speed of responce, knowledge and treatment of problem	Nothing	Keep up the good work. If I can ever help you call me
28	4/10/11	All	Very good.	
29	4/20/11	Everything		
30	4/11/11	The personnel was extremely nice and caring		

Date of Service	What Did We Do Well?	What Can We Do To Serve You Better	Description / Comments
31	4/13/11 For the first of MANY rides, a warm blanket finally was used.	Treated me like some downtown trouble. I was in so much pain to refuse, I knew I was hurt badly.	Try not to treat people by appearance, but respectfully like all the times you've been at my home. It was pretty scary. I requested St Mary's @ first. They asked be over and over so many times, I finally said if its easier or whatever for you Renown please just get me to the ER. Please feel free to phone me, never thought I'd feel this way about REMSA!
32	4/13/11 Everything		
33	4/13/11 Relieved my pain quickly and kept me calm.	I think everyone did an excellent job.	
34	4/13/11 Very patient and thoughtful for the patients comfort	Can't think of anything at this time people in pain needing lots of tlc	Very thoughtful and making everyone comfortable.
35	4/13/11 My home stayed clean.	Nothing	He's very good at cleaning my home.
36	4/13/11 The young man that was in the back with my wife was very kind and kept her mind off her trouble.	Get a new ambulance.	Awesome!
37	4/13/11 Got him to the hospital so he could get help	Not a thing your staff is super good	Thank you for being there
38	4/13/11 Took very good care of me	Not a thing I can think of	great
39	4/14/11 Crew was knowledgable		
40	4/14/11 Very good responders. They took good care of me.		
41	4/14/11 My mothers nurse called for transport - we were not involved.	I'm sure your staff was wonderful - as usual!	
42	4/14/11 Everything		
43	4/15/11 They reassured me they know what they were doing and allowed me to sit up front.		
44	4/15/11 Very professional, efficient and courteous. Thank you!		
45	4/16/11 your staff on the 4/15 transport were wonderful, careful and caring.	the 2 men who came on 4/16 seemed to be bothered and were not as kind as the ones on 4/15	
46	4/15/11 Everything	do same thing if needed	Couldn't ask for better service. Thank you
47	4/15/11 Timely and very professional		
48	4/16/11 Did not want Siren- so they didnt get there in good time	Give back RX list- the matter was simple - so no instructions/dispatcher	all seemed fine
49	4/16/11 Everything		
50	4/16/11 I thought your service was fast & efficient.		Thank you.
51	4/17/11 The female medic was very helpful with my needs.		
52	4/17/11 Everything		In general all was well. "thank you"
53	4/17/11 Came very quickly an got me to the hospital quick	Nothing keep doing the same	Everyone was very nice
54	4/17/11	My sister arrived at the hospital before your vehicle got there	
55	4/17/11 Everything. Helpful, professional, caring.		
56	4/18/11 Paramedic came on time - very professional.	Keep up the good work!	Efficient and your crew are knowledgeable on their job.
57	4/18/11 Excellent!		
58	4/18/11 You got me to the hospital and my handicapped son.		Thank you for your help.
59	4/18/11 Timely, courteous service.		
60	4/18/11		Your personnel were knowledgable and professional. Thank you!
61	4/19/11 Transported from The Arbors to Renown hospital	n/a	n/a
62	4/19/11 Everything, your staff is excellent	n/a	
63	4/19/11 Everything.		
64	4/19/11 Friendly, calm		
65	4/19/11 Very helpful	Keep up the good work!	Great and excellent service

Date of Service	What Did We Do Well?	What Can We Do To Serve You Better	Description / Comments
66	4/19/11	Everything!	
67	4/20/11	Good information	
68	4/20/11	other than arrive, nothing was done well	teach etiquette to the apes that arrived at my home in a Remsa Ambulance your staff was disrespectful, their profiling attitude was atrocious
69	4/20/11	Prompt arrival and help in making me comfortable	
70	4/20/11		I don't know how I'm going to pay - no insurance, on social security, but have medicare.
71	4/20/11	Kind considerate staff	nothing Bravo!
72	4/20/11	Everything	Everything was handeled great! thank you! The fellows were great!!
73	4/20/11	Crew caring	They were professional but with good bedside manner
74	4/20/11	EMT crew was helpful	
75	4/21/11	Instant arrival.	Excellent.
76	4/21/11	Everything was extremely professional excellant crew and polite	You are already at the top as far as I,m concerned
77	4/22/11	Got me to the hospital.	1) EMT did not bring list of medications with him; left it on the coffee table. 2) EMT tried to start IV in vehicle while it was moving - use unsuccessful. Took 3 weeks for bruise to heal.
78	4/22/11	EMT's were very good!	Nothing at this time Thank you
79	4/22/11		
80	4/23/11	EVERYTHING ERY GOOD JOB!!!	
81	4/23/11	Your crew was very professional	Have rain protection from air plane to ambulance
82	4/23/11	Making patient feel confident with care.	
83	4/23/11	Very nice on phone when helping with patient until help came (friend was on the phone for me).	More professional, quicker, more thoughtful about patient. Very slow, no care, dry, rude, just went through protocol not thought for patient. See scanned letter for more details.
84	4/23/11	Two of the paramedics were extremely kind and professional.	Onw was EXTREMELY RUDE, and refused to ehlp me, and threw equipment in the ambulance, because I told him he could not put an IV in my arm; only my hand. He then tried to put it in my other arm, and I told him no, brbause I had lymphodema in that arm from breast cancer. He then threw the rubber tie-off across the back of the ambulance, jumped up, and went up front to switch places with the driver. I hope I NEVER have to call REMSA ever again in the life! I would be afraid I would get that rude person again! He made a bad situation a lot worse for me! He has NO BUSINESS being in the profession he is in!!! I wish I had gotten his name! I would file a formal complaint! The other two paramedics were GREAT!.
85	4/24/01	the paramedics were very nice and professional	
86	4/24/11	Timly manor and helpful	

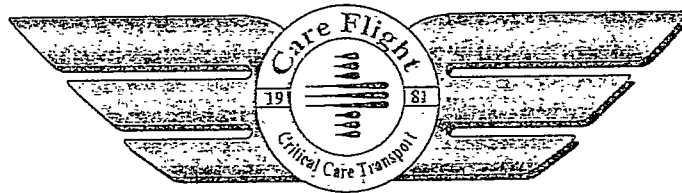
Date of Service	What Did We Do Well?	What Can We Do To Serve You Better	Description / Comments
87	4/28/11	He was transferred from VA to renown very quickly, they also noticed he needed a blanket.	
88	4/29/11	Very kind and considerate.	You are doing it.
89	4/29/11	Crew arrived very quickly	?
90	4/29/11	Everything was usual	Nothing all done well
91	4/29/11	Put drops in to stop the pain - didn't work very well.	Get employees that don't have a SMART MOUTH and anger problems!
92	4/29/11	I have no complaints	I thought EMT's and REMSA need to help me & not talk about FOOTBALL! I was in a lot of pain and didn't seem to care. The whole time it was FOOTBALL is all they did. Football was 1st before getting drops in me eye. Safe, efficient
93	4/30/11		Be able to get IV started; they need more training on IVs.
94	5/1/11	Yes- very well as always	We've had to call you several times and the service has always been wonderful, you are the best! your people were just great with my 93 year old mother, I believe this was the first time she has ridden in an ambulance. Thank you so much for all your good work!
95	5/1/11	The crew was the best I ever seen and use to work in hospital	Keep people like the crew that I had that night
96	5/1/11	Took to long to return patient to Manor Care (Plumb In - Reno)	Get things moving in a quicker way. Do not leave patient at hospital for hours!
97	5/2/11	Asked questions to help treating my problem. Treated me quickly and explained fully what was being done to alleviate the pain.	It gives me peace of mind to know if you needed again, I will be in good hands.
98	5/2/11	Yes	Keep up the work
99	5/2/11	The 2 EMT were wonderful-helped me relax-communicated information-explained what was happening.	
100	5/2/11	they were very nice and helpful and fast	Nothing We appreciate the service and think they were caring.
101	5/3/11	Everything	Unknown None
102	5/4/11	Took great care that I was comfortable	Keep providing that great care that you provided! Your service was polite and careful-gentle
103	5/4/11	Fast response time 5-10 min, in morning traffic	
104	5/4/11	yes	nothing
105	5/4/11	The team was on-site at the event as a necessary presence should in case something unfortnate were to occur	
106	5/4/11	Everything	Good
107	5/5/11	Everything helpful	
108	5/5/11	A team was presant should in case an unfortunat incident occurred	
109	5/5/11	Transport	Nothing at this time Billing would be with the VA
110	5/5/11	Communication, friendly, courteous, knowledgable and gentle	Nothing The whole crew made you feel comfortable like a homanbeing. Keep up the good work, job well done.
111	5/6/11	Everything	Keep doing what you are doing All was fine.
112	6/6/11	My first visit to the hospital at age 80. Everything was beyond call of duty and service	You are AAA+ AAA+
113	5/6/11	A team was requested to be on site should in case an emergency arised	
114	5/6/11	A-team was in - house during the event to provide the nessary assistance should in case it was needed	

Date of Service	What Did We Do Well?	What Can We Do To Serve You Better	Description / Comments
115	5/6/11 Nothing.	Hire people who really care. I was never so rudely handled before.	When I said I had Silver Saver Plan their attitude changed for the worse, I was taken on the guerny with my gown on and no blankets were offered.
116	5/7/11 got me in and out, BUT did it with shoulder and I told them it was rib and back pain- Damn Jerk-Sorry	Joked when I was being tough and not showing pain. (it was not a joke)	F**K the Bulls**t (patient actually spelled out the words by the way)
117	5/7/11 Responders are very polite and kind.		
118	5/7/11 The male EMT made sure that my little bishpoo was inside and locked my door.	Nothing, your staff was great !!	The dispatcher and I couldn't hear each other. My phone fell on the floor and I couldn't pick it up, so it was my fault. P.S. send the bill to the veterans hospital. They are treating me for this condition.
119	5/7/11 Friendly	Do not share my information-thank you.	
120	5/8/11 Very friendly - helpful	You're already great	Your all-female staff at 1:30am was a pleasant surprise.
121	5/8/11 Everything.		
122	5/8/11 Prompt arrival	You are perfect already	
123	5/8/11 Everything, courteous, efficient & thorough in the assessment.		
124	5/8/11 Every thing excellent	Very pro nothing	Every one was so nice and professional
125	5/8/11 Very well	Nothing	Very pleased with the service
126	5/9/11		The Sparks Fire Department responded first and seemed to do most of the services.
127	5/9/11 What did you not do well? Nothing.	Nothing.	Excellence with care.
128	5/9/11 Pleasant and courteous, friendly, good restaurant recommendation. Thanks Kat!		
129	5/9/11 Everything.		It's great to have a company that put us at ease. Thank you!
130	5/9/11 Everything you were there in ten minutes and everyone was very nice, thank you.	You have already done it.	I have been caring for my mom since 2006 and I wanted you to know how thankful I was with the way you got there so soon and the respect you gave to me & my mom.
131	5/10/11 Very professional and caring.	Nothing. Everything was excellent.	
132	5/10/11 They drove him from the PHI Air Ambulance airport to Renown Hospital in Reno w/o incident.	Since you successfully got him to the ER-I can't think of anything you could have done better.	Think I've probably said enough.
133	5/10/11 Got me to the hospital.	The first medic kept sticking me for IV and never got it. I was sore and bruised. Other medic had no problem.	
134	5/11/11 You were amazingly fast. Your people instilled confidence when I was frightened.	Keep up the good work.	
135	5/11/11 Kept surgery leg straight.		REMSA has been a super carrier except for pain.
136	5/11/11 All	No suggestions	
137	5/11/11 Everything	Nothing	Very good
138	5/11/11 Very calm and professional.		Cascades called for service.
139	5/11/11 Reply rapidly		
140	5/11/11 Hiring the most pleasant attendant. Finally I realized and he too, that he was the one that picked me up the last time I needed REMSA	Nothing your fine	
141	5/11/11 EMT explained what my heart was doing - SVT and they waited till my heart rate was under 150 bpm to transport to hosp		Your people were very helpful on phone with my wife.
142	5/14/11 Everything!! Your EMT's witnessed my collision on a bicycle with a pick up truck- they stopped, called the police and took care of me	Nothing- i can't thank the EMT's who assisted me sufficiently!! They were GREAT!	
143	9/16/10		I was very pleased with the quality of care I received.



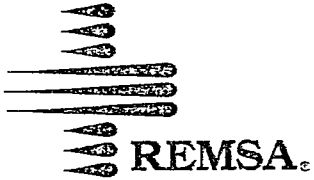
Regional Emergency Medical Services Authority

CARE FLIGHT
CUSTOMER SERVICE
FOR
MAY 2011



CARE FLIGHT CUSTOMER COMMENTS MAY 2011

	What Did We Do Well	What Can We Do to Serve You Better	Description / Comments
1	Helped keep me calm.		
2	Very professional and reassuring. Made me feel in good hands and put me at ease.	During flight, softer backboards!!	
3	Your kindness is very appreciated unfortunately my husband died.		
4	Everything.	Nothing more. It was very polite and helpful.	
5	Very caring service and knowledgeable personnel.		Very pleased.
6	Everything.		You save lives. I can attest to than! Completely unconscious. My life was in good hands. You and God = Life.



Regional Emergency Medical Services Authority

REMSA
PUBLIC RELATIONS REPORT
FOR
MAY 2011

PUBLIC RELATIONS

May 2011

ACTIVITY	RESULTS
Wrote and Distributed weekly "Community Advisors"	Multiple rural newspapers printed the Community Advisor verbatim with numerous references to REMSA, SEMSA and Care Flight.
Participated in airport's Broken Wing drill as REMSA PIO.	Drill took place on 5/25.
Coordinated interview for Brian Taylor with Channel 8 to discuss Broken Wing drill.	Interview was live the morning 5/25 on KOLO.
Wrote press release regarding CPR week for JW Hodge.	Release will go out the first week of June.
Bike to Work and School Week media coverage with KOLO Channel 8 news.	Four stories on the morning show, Sparks.



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Wednesday
May 18, 2011



articles

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the big nickel

sign in

Child safety seat inspection on Saturday

news

May 09 2011 160 views

sports

business

SPARKS — The Regional Emergency Medical Services Authority's (REMSA) Point of Impact program will hold a child safety seat inspection checkpoint Saturday.

arts & ent

opinion

outdoors

Each seat will be checked by a nationally certified child passenger safety technician to ensure that it is properly installed in the vehicle, is the appropriate seat for the age and weight of the child riding in it and that the seat has not been recalled. Parents also will receive education on the proper installation and use of car seats. The inspection is limited to the first 30 vehicles and early arrival is recommended.

your sparks

region in brief

crime beat

gangs

pets

schools

Sparks Tribune

Centennial

obituaries

The inspection will take place starting at 10 a.m. at Frontier Financial Credit Union located at 5362 Sparks Blvd.

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- REMSA urges child safety seat inspections
- Child safety seat inspection checkpoint
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FILED UNDER

Local Life
Health

Celebrate life and raise your sensual energy from 7:30 to 10:30 p.m. Thursday at a puja ceremony. This ceremony, held at The Studio, is open to all who want to enrich their lives. Lisa Rizzoli leads the group, which will create a sacred space in order to remove personal masks and reveal one's true self. There will be tasty morsels after the ceremony.

The Studio is located above the Spy Shop, 1085 S. Virginia St. Suggested donation is \$5 to \$20 per person.


Details: Dana at 775-224-3262 or Lisa at 775-741-4090.

REMSA holds safety seat inspection



REMSA, in partnership with Frontier Financial Credit Union, will hold a child safety seat inspection checkpoint at 10 a.m. Saturday at Frontier Financial Credit Union, 5362 Sparks Blvd., Sparks.

Seats will be checked by a nationally certified child passenger safety technician to ensure that they are properly installed in the vehicle, the appropriate seat for the age and weight of the child riding in it and that they have not been recalled. Parents also will receive education on the proper installation and use of car seats.

The inspection is limited to the first 30 vehicles, and early arrival is recommended. 

Walk for MS set on Saturday at Idlewild

More than 1,000 people are expected to join the National Multiple Sclerosis Society's annual Walk MS on Saturday at Reno's Idlewild Park.

Check-in for the event begins at 8 a.m. at the Terrace at Idlewild Park, and free morning snacks will be available.

The walk, which offers one- and four-mile routes along the Truckee River, starts at 9 a.m.

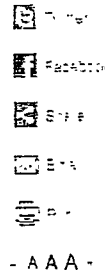
Proceeds will be used to support direct services for more than 1,400 people with MS and their families in Northern Nevada and northeastern California.

Walkers can get a pancake breakfast when they cross the finish line.

Details: 800-344-4867.

-- Geralda Miller and

Lenita Powers, RGJ



REAL DEALS **EVENT CALENDAR**

TOP STORIES

May 18
Budget heads for

May 10
Sofia Hair

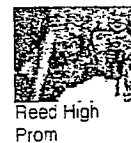
May 10
Annual Fa

May 20
Mark Twain Nevada

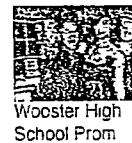
GET DEALS NOW
MOST POPULAR

Search RGJ for events.

1. Nu York Pizza, other businesses being displaced for Moara widening
2. Gaming pioneer William Pennington dies at 88 in Reno
3. Court documents reveal crime spree that ended in Reno man's murder
4. Reno approves a \$170.3M budget; 25 layoffs looming
5. Snow prompts road controls in Sierra (list)



Reno High Prom



Wooster High School Prom



Women & Porn School Prom

MOST COMMENTED

- Nevada Gov. Sandoval vetoes school bill 171
- Court documents reveal crime spree that ended in Reno man's murder 54
- Fact Checker: Math problems skew jobs forecast for new Reno project 32
- 'Sandoville' campout protests Nevada budget cuts 43
- Concealed carry bill clears Nevada Senate committee 29

IN CASE YOU MISSED IT



Reno Rotary Foundation, for a \$2,000 grant to the Volunteers of America Family Shelter, and members of the Rotary Club of Reno, who helped transform the space outside of the Family Shelter into the new Reno Rotary Alley, featuring hopscotch, foursquare, basketball, life-size checkers, benches and storage bins for balls and other play equipment at the organization's Record Street facility for the homeless.

First Touchin' Trucks event benefits inclusive practices

★ Everyone who contributed to the first Touchin' Trucks event at the Grand Sierra Resort, which benefited Washoe County School District inclusive practices that support excellent instruction for all students, including: U S Air Force, Exotic DJ Services, Lakeside Towing, City of Sparks Fleet, City of Reno Fleet, NV Energy, Q&D Construction, WSCD Transportation, Truckee Meadows Water Authority, News 4, Puliz Moving Co., All Points Towing, Nevada Highway Patrol, Grand Sierra, Nevada Air National Guard, WSCD Police, SWAT Consolidated Bomb Squad, Reno Fire Department, the Griggs, Reno Balloon Races, Regional Transportation Commission, Bell Limousine, Craig Toole, Waste Management and REMSA. ★

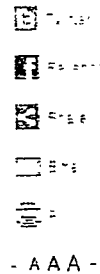
10th annual Aly's Prom Closet helps 413 kids attend dances

All of the service providers, donors and supporters of the 10th season of Aly's Prom Closet, sponsored by Family Counseling Service, including: Shoppers Square Mall, Freeman Decorating Co., Vassar Self Storage, RGJ Media, Washoe County School District, Walmart Supercenter -- Kietzke Lane, International Academy of Style, Marinello School of Beauty, Milan Institute of Cosmetology, The Paul Mitchell Reno Academy, Macy's Selix Formalwear, Tux Town, National Charity League -- Reno Chapter, A Salon 7, Adonna Crowley, Alpha Delta Kappa Beta Chapter, Ann Bell, Battle Born Derby Demons, Britiany DeCair, Carol & Harry Accessories, Denise Johnson, Essenza Salon, Heather Kaminsky, Jazz Salon, Jerry Sawyer and Hayley Sawyer-Weise, John Manning, Joyce E. Seig, Junior League of Reno, Ken and Myra Rye, KOLO, KRN, KTVN, Sparks Tribune, Lesley Clarkson Macaroni Kid West Reno, Maureen Harmon, Molly Isaia, Sally Pappas, Sandra Dillon, Scott Copeland, Sherry Heavnn, Soroptimist International of Truckee Meadows, Stan Goodin, Terry Murray, Vanda Nails. Aly's Prom Closet helped a record 413 students from 31 high school attend their high school proms

Assistance League event

raises more than \$16,000

Everyone who contributed to the Assistance League of Reno Sparks' annual luncheon and silent auction, which raised more than \$16,000 for the organization's programs. A record 322 women attended the event, which was chaired by Mimi Violin for the second year, with a committee of 20 women who worked to secure donations throughout the year for the silent auction.



REAL DEALS — EVENT CALENDAR

TOP STORIES
May 18
Royal Fam
School from 2:00 PM
ch out world, here they come!
Search RGJ for events!
eaving drug store

Fig. SPECIAL TOP STORIES
specials not your
favorite retailers in Reno

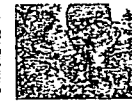
NV MOST POPULAR

GET DEALS NOW

1. Photo: West I-80 traffic backed up at the Truckee scales
2. Gov. Sandoval vetoes redistricting bill
3. 13-year-old suspect in California Ave. killing named as four charged with murder
4. City union workers in Reno make pay-cut offer
5. Reno police seek information in stabbing of 18-year-old on Friday evening



Reed High Prom



UNR Graduation



Women & Porn

MOST COMMENTED

- 13-year-old suspect in California Ave. killing named as four charged with murder 263
- Dogs attack Reno horse (see photos of injuries) dog owners cited 60
- Gov. Sandoval vetoes redistricting bill 53
- City union workers in Reno make pay-cut offer 47
- Las Vegas: George W. Bush says he wasn't overjoyed by bin Laden news 43



Easter Seals Sierra Nevada

6100 Neil Road, Suite 201
Reno, NV 89511
775.322.6555 phone
800.555.7495 Nevada toll free
775.834.3078 tdd
775.834.5933 fax
www.sierra.easterseals.com

MAY 16 2011

Thank you,

*For Promoting Awareness and Support for
People with Disabilities in our Community by
Participating in the 2011 Easter Seals Sierra
Nevada Clothing Drive. We hope to continue
our partnership with you and with your help we
will continue to provide exceptional services to
children and adults with disabilities that live
right here in our community.*

James V. Kilgore

A handwritten signature in black ink that reads "James V. Kilgore". The signature is fluid and cursive, with a large, sweeping flourish at the end.

Donation Coordinator for Easter Seals Sierra Nevada



REMSA
Vickie Fisher
450 Edison Way
Reno NV, 89502

Dear Vickie Fisher:

On behalf of Northern Nevada Chapter of the Nevada Credit Union League, thank you for your donation to the 3rd Annual Dollar Auction benefiting the Richard Myles Johnson Foundation. The event was held on May 17, 2011 at the Atlantis Hotel Casino, and was a great success.

Proceeds from the event are donated to the Richard Myles Johnson Foundation. The RMJ Foundation supports the financial education efforts of credit unions in California and Nevada, with a special focus on youth financial education. Funding financial education programs is yet another positive public advocacy tool, and helps credit unions fulfill their mission of serving the underserved.

The Foundation is able to fund these vital programs because of the generous donations from credit unions and credit union organizations in California and Nevada

If you want to learn more about the Richard Myles Johnson Foundation, please visit www.fmifoundation.org

Once again, thank you for your support!

Sincerely,

A handwritten signature in black ink, appearing to read "Rebecca Johnston". The signature is fluid and cursive.

Rebecca Johnston
Vice President
Northern Nevada Chapter of the
Nevada Credit Union League

**POOR
QUALITY
DOCUMENT**

**POOR
QUALITY
DOCUMENT**



Program educates DHS students about impact of drinking and driving

4:55 PM May 28 2011

Karly Sellers

Special to the Dayton Courier

If it's true that we are the sum total of every decision we ever make... then perhaps the recent Every 15 Minutes program presented to students at Dayton High School will save lives.

The nationwide program aims at educating teens about drinking and/or drugs and driving and driving with distractions such as texting. Last week's program was brought to the high school by the local Stand Tall group of teen mentors and sponsored by the local Healthy Communities Coalition.

Vivid scenes of a mock crash helped to describe the all-too-often real-life details of a teen who made the decision to drink and drive and the ensuing head-on collision that took the life of another person who was innocently driving back to school from lunch.

The call went out at 12:35 p.m. on May 17 from Lyon County Dispatch of a "head-on accident at Dayton High School". The first responder's initial assessment was "one

dead, one walking wounded." Paramedics called for the Jaws of Life to extricate someone in one of the mangled cars; soon they called for the coroner, a medical helicopter and ambulance to transport the injured victims for emergency medical treatment.

While staged event was a dramatization, the real-life truth lies in the databank of statistics that every law enforcement agency across the country contributes information to each year.

This year's program at DHS included an assembly followed by a mock collision and the hopeful impact of the seriousness of making the right decisions.

It took the DHS Stand Tall's 15 members months to plan along with the cooperation of eight student actors, Lyon County Sheriff's Office, Central Lyon County Fire, Care Flight and school administrators.

As with many things in the every day life of teenagers, some students took the whole

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Written by

Jaclyn O'Malley

9:00 PM, May. 27, 2011

Reno infant deaths linked to co-sleeping, breast-feeding



Jackie Hawks and infant son Austin, who died May 15. Jackie fell asleep while breastfeeding and he was smothered. / Courtesy of Jackie Hawks

New mother Jackie Hawks finally got to be home with her baby boy, Austin, after he had spent 27 days in the intensive care unit.

Hawks, a neonatal nurse at Renown Regional Medical Center, had woken up about 8 a.m. on May 15 to change Austin's diaper. The Reno woman was physically exhausted, and crawled into bed with her baby to breast-feed him. The 28-year-old fell asleep.

While Hawks and her husband are awaiting the results of an autopsy, they believe Austin was accidentally smothered during his feeding. He had been home from the hospital for two days.

Hawks said she is hoping that other mothers will learn from her experience and that her story will help prevent other infant deaths.

Austin was the fifth baby in Washoe County who died this year after being accidentally suffocated while sleeping with their parents, or who were smothered during breast-feedings, according to the county's division of social services.

"It's devastating," Hawks said. "You just get physically exhausted. There are so many things I could have done differently, and I have to live the rest of my life knowing that."

Hawks encouraged new mothers to breast-feed in places or in positions where it's not as comfortable and harder to fall asleep, such as going into the infant's room or sitting on a chair. "Don't crawl back in bed," she said.

For those mothers who know they are exhausted, she suggested waking up the baby's father who could then bottle-feed the infant.

Washoe County Child Services director Jeanne Marsh said the parents of the five babies who died this year were doing what they thought was their best to care for their children who ranged in age from a few days old, to less than two months and 12 months old. The adults were not neglectful or abusive, she said.

Data from [Safe Kids Washoe County](#) shows that between 2005 and May 15, at least 46 babies younger than the age of 1 have died in the Reno-Sparks area during sleep-related accidents. One of those babies was 1 day old when smothered after sleeping with parents. The rate of infant deaths during those years saw between 5 or 6 a year, and then hit 8 in 2008 and 10 in 2009, according to the statistics.

Child safety advocates say parents need to be educated on the dangers of sleeping in the same bed, known as co-sleeping, to prevent more unnecessary infant deaths. Added precautions during breast feeding are also

Each death is then examined by a Child Death Review committee, where local officials look to see if the death could have been prevented. After a determination is made, for example, that a child died from a drug overdose, a public awareness campaign could be launched. That was the case in 2009 when Join Together Northern Nevada started a media campaign, still ongoing, with television ads aimed at the dangers of heroin and methadone abuse after teenagers and young adults in the Reno-area died of those overdoses.

Melissa Krall, Director Of Community Outreach for REMSA and Coordinator for Safe Kids Washoe County, said her group trains workers who assess some new mothers in hopes of preventing accidental newborns' deaths in a program called "Cribs for Kids." She said because babies don't have a lot of neck strength or control over their bodies, they are at a high risk of suffocating if they are not placed on their backs in a simple crib.

Krall added that co-sleeping can result from a cultural factor or parents being unable to afford cribs. "Babies need their own individual sleep environment," Krall said. "They can't sleep in an adult's bed with pillows and blankets around them ... It feels like an obvious message, but especially for first-time parents, they have no concept of the enormity of how exhausted they will be when dealing with a newborn. "It's not just low-income or cultural-based issues," she said of the recent child fatalities. "It affects everyone."

Safe sleep for a baby

Dangers of sleeping with your infant:

Suffocation can be caused by an adult rolling on top of or next to a baby.

Strangulation can occur from a headboard or footboard that allows part of the baby's body to pass through an area while trapping their head.

Babies can be suffocated sleeping on a mattress if they are wedged between it and a surrounding wall, headboard or footboard.

Basic rules for infants' sleep:

The safest place for babies to sleep is in their own crib or bassinet.

The baby's home should be smoke-free.

Never let your baby fall asleep in a bed or a chair with someone who is smoking, tired, ill or overweight.

Do not overheat the baby's room, because if they are too hot and uncomfortable, they might roll and accidentally suffocate if trapped facedown on a mattress or loose bedding item.

Babies should always sleep on their back. They can suffocate if they are placed face down on a mattress or pillow, blanket or quilt.

Their cribs should not have blankets, pillows, toys or stuffed animals.

Babies should be kept warm with "sleep sacks" that are wearable blankets that replace loose blankets in the crib and don't interfere with breathing.

Sources: Nevada Division of Child and Family Services, Committees to Review the Death of Children
Sleep-related deaths of infants in Washoe County:

The following numbers of babies less than 1 years old died related to unsafe sleeping where they were accidentally suffocated or smothered by an adult rolling on top of them, breast-feeding, loose bedding, etc.:

2005: 6

2006: 6

2007: 5

2008: 8

2009: 10

2010: 6

2011: 5 (as of May 15)

Source: Safe Kids Washoe County



6/23/11



Washoe County Health District

Public Health
Prevent Promote Protect

June 14, 2011

To: Members District Board of Health

From: Eileen Coulombe

Subject: Public Health Fund Expenditure and Revenue Report for May 2011
Agenda Item No. - 10.

Recommendation

Staff recommends that the District Board of Health accept the attached report of revenues and expenditures for the Public Health Fund for May 2011 of fiscal year 11.

Background

The attached reports are for the accounting period 11/11 and the percentages should approximate 92% of the year. Our total revenues and expenditures for the current year (FY11) compared to last year (FY10) are as follows:

May 2011	FY11 – REV	FY10 – REV	FY11 – EXP	FY10 – EXP
Transfer	58%	74%		
AHS	72%	75%	71%	77%
AQM	92%	101%	80%	78%
CCHS	73%	71%	81%	79%
EHS	96%	84%	81%	76%
EPHP	59%	47%	61%	46%
TOTAL	78%	70%	77%	71%

The Environmental Oversight Account for May 2011 is \$163,224.20.

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	2011 Plan	2011 Actuals	Balance	Act%	2010 Plan	2010 Actual	Balance	Act%
422503 Environmental Permits	43,000.00	49,440.00	6,440.00	115	69,000.00	42,491.00	26,509.00	62
422504 Pool Permits	63,000.00	60,020.00	2,980.00	95	33,000.00	61,830.00	28,830.00	187
422505 RV Permits	10,500.00	9,250.00	1,250.00	88	10,500.00	9,406.00	1,094.00	90
422507 Food Service Permits	342,000.00	323,248.00	18,752.00	95	355,000.00	321,752.00	33,248.00	91
422508 Wat Well Const Perm	34,500.00	19,838.00	14,662.00	58	44,000.00	25,654.00	18,346.00	58
422509 Water Company Permits	4,000.00	2,567.00	1,433.00	64	12,000.00	4,628.00	7,372.00	39
422510 Air Pollution Permits	391,000.00	322,669.50	68,330.50	83	402,399.00	339,016.50	63,382.50	84
422511 ISDS Permits	47,000.00	51,355.00	4,355.00	109	90,000.00	42,970.85	47,029.15	48
422513 Special Event Permits	70,500.00	60,616.00	9,884.00	86	75,000.00	67,731.20	7,268.80	90
422514 Initial Applic Fee	35,000.00	30,101.00	4,899.00	86	38,000.00	27,237.00	10,763.00	72
* Licenses and Permits	1,040,500.00	929,104.50	111,395.50	89	1,128,899.00	942,716.55	186,182.45	84
431100 Federal Grants	6,286,250.54	4,222,870.68	2,063,379.86	67	8,060,346.66	4,893,005.98	3,167,340.68	61
431105 Federal Grants - Indirect	32,599.00	66,285.32	33,686.32	203	31,540.00	47,049.22	15,509.22	149
432100 State Grants	470,737.42	319,397.16	151,340.26	68	627,556.00	403,801.31	223,754.69	64
432310 Tire Fee NRS 444A.090	370,535.00	450,911.35	80,376.35	122	370,534.52	395,702.34	25,167.82	107
432311 Pol Crl 455B.830	290,140.86	306,945.00	16,804.14	106	280,000.00	307,550.00	27,550.00	110
* Intergovernmental	7,450,262.82	5,366,409.51	2,083,853.31	72	9,369,977.18	6,047,108.85	3,322,868.33	65
460162 Services to Other Agencies					63,657.69	23,909.21	39,748.48	38
460500 Other Immunizations	85,000.00	82,518.44	2,481.56	97	110,000.00	86,450.69	23,549.31	79
460501 Medicaid Clinical Services	32,000.00	44,290.53	12,290.53	138	36,500.00	27,987.86	8,512.14	77
460503 Childhood Immunizations	140,000.00	45,278.63	94,721.37	32	190,000.00	122,898.15	67,101.85	65
460505 Non Title X Revenue						1,369.00	1,369.00	71
460508 Tuberculosis	7,000.00	6,029.46	970.54	86	10,000.00	7,081.11	2,918.89	71
460509 Water Quality		432.00	432.00			119.00	119.00	
460510 IT Overlay	111,000.00	87,482.00	23,508.00	79	121,001.00	102,091.00	18,910.00	84
460511 Birth and Death Certificates	210,000.00	315,612.00	105,612.00	150	215,000.00	205,234.00	9,766.00	95
460512 Duplication Service Fees	115.00	1,129.43	1,014.43	982	200.00	152.00	48.00	76
460513 Other Health Service Charges	2,700.00	9,262.25	6,562.25	343	8,000.00	4,495.00	3,505.00	56
460514 Food Service Certification	8,000.00	13,072.00	5,072.00	163	8,000.00	13,734.00	5,734.00	172
460515 Medicare Reimbursement	500.00	310.23	189.77	62	500.00	672.90	172.90	135
460516 Pgm Inc-3rd Pty Rec	6,500.00	19,304.92	12,804.92	297	9,000.00	6,159.54	2,840.46	68
460517 Influenza Immunization	12,000.00	6,953.99	5,046.01	58	5,000.00	26,186.06	21,186.06	524
460518 STD Fees	30,000.00	29,125.04	874.96	97	30,000.00	26,937.41	3,062.59	90
460519 Outpatient Services					12,500.00	12,500.00	12,500.00	
460520 Eng Serv Health	55,000.00	35,145.00	19,855.00	64	90,500.00	51,872.00	38,628.00	57
460521 Plan Review - Pools & Spas	2,500.00	7,409.00	4,909.00	296	5,000.00	6,968.00	1,968.00	139
460523 Plan Review - Food Services	17,000.00	22,232.15	5,232.15	131	30,000.00	20,823.15	9,176.85	69
460524 Family Planning	66,000.00	40,582.83	25,407.17	62	100,000.00	63,640.27	36,359.73	64
460525 Plan Review - Vector	24,000.00	31,483.00	7,483.00	131	64,000.00	27,940.00	36,060.00	44
460526 Plan Review-Air Quality	11,270.00	27,986.00	16,716.00	248	15,500.00	30,825.00	15,325.00	199
460527 NOE-AQM	40,000.00	73,313.00	33,313.00	183	32,900.00	77,762.00	44,862.00	236
460528 NESHAP-AQM	62,000.00	66,260.00	4,260.00	107	62,000.00	71,311.00	9,311.00	115
460529 Assessments-AQM	21,000.00	26,250.00	5,250.00	125	22,000.00	28,013.00	6,013.00	127
460530 Inspector Registr-AQ	1,900.00	3,395.00	1,495.00	179	1,900.00	3,735.00	1,835.00	197
460531 Dust Plan-Air Quality	165,000.00	111,216.00	53,784.00	67	178,333.00	333,618.25	155,285.25	187

Accounts	2011 Plan	2011 Actuals	Balance	Act%	2010 Plan	2010 Actual	Balance	Act%
460532 Plan Rvw Hotel/Motel		69.00-	69.00			414.00-	414.00	
460533 Quick Start		87.00-	87.00			344.00-	344.00	
460534 Child Care Inspection	8,300.00-	6,847.00-	1,453.00-	82	9,000.00-	7,051.00-	1,949.00-	78
460535 Pub Accomod Inspectn	17,000.00-	13,727.00-	3,273.00-	81	21,000.00-	14,319.00-	6,681.00-	68
460570 Education Revenue	13,400.00-	10,047.00-	3,353.00-	75		18,202.00-	18,202.00	
* Charges for Services	1,149,185.00-	1,136,869.90-	12,315.10-	99	1,451,491.69-	1,412,314.60-	39,177.09-	97
484000 Donations, Contributions						3,360.00-	3,360.00	
484050 Donations Federal Pgm Income		40,738.87-	40,738.87			100.00-	100.00	
485100 Reimbursements		150.00-	150.00			150.00-	150.00	
485300 Other Misc Govt Rev		80.50-	80.50		450.00-	594.00-	144.00	132
* Miscellaneous		40,969.37-	40,969.37		450.00-	4,204.00-	3,754.00	934
** Revenue	9,639,947.82-	7,473,353.28-	2,166,594.54-	78	11,950,817.87-	8,406,344.00-	3,544,473.87-	70

Accounts	2011 Plan	2011 Actuals	Balance	Act%	2010 Plan	2010 Actual	Balance	Act%
701110 Base Salaries	10,284,441.92	8,331,991.37	1,952,450.55	81	10,661,133.97	8,418,377.13	2,242,756.84	79
701120 Part Time	654,044.80	535,603.97	118,440.83	82	700,249.99	613,707.76	86,542.23	88
701130 Pooled Positions	413,252.66	348,068.02	65,184.64	84	325,364.33	230,430.09	94,934.24	71
701140 Holiday Work	1,200.00	1,969.91	769.91-	164	1,500.00	1,691.46	191.46-	113
701150 xcContractual Wages	162,000.00	82,059.66	79,940.34	51	255,500.00	104,449.46	151,050.54	41
701200 Incentive Longevity	43,664.26	91,581.19	47,916.93-	210	167,094.00	76,877.73	90,216.27	46
701300 Overtime	30,000.00	31,417.32	1,417.32-	105	30,000.00	154,279.10	147,241.11	51
701406 Standby Pay	3,000.00	1,997.56	1,002.44	67	3,000.00	3,134.65	1,134.65-	104
701408 Call Back	48,368.57-	118,397.37	48,368.57-		185,747.75	4,281.80	1,281.80-	143
701412 Salary Adjustment		31,145.05	118,397.37-			87,082.68	87,082.68-	
701413 Vac Payoff/Sick Pay-Term		31,145.05	31,145.05-			32,846.58	32,846.58-	
701417 Comp Time			120,175.23-					
701500 Merit Awards	120,175.23-		120,175.23-		329,645.39-		329,645.39-	
* Salaries and Wages	11,423,059.84	9,574,231.42	1,848,828.42	84	12,301,464.86	9,755,158.44	2,546,306.42	79
705110 Group Insurance	1,598,298.03	1,292,373.52	305,924.51	81	1,570,574.85	1,266,919.24	303,655.61	81
705210 Retirement	2,377,608.28	1,924,397.78	453,210.50	81	2,467,024.18	1,954,789.35	512,234.83	79
705215 Retirement Calculation	410,797.00	2,982.18	407,814.82	1	200,000.00		200,000.00	
705230 Medicare April 1986	148,666.06	126,496.12	22,169.94	85	151,277.42	127,423.77	23,853.65	84
705320 Workmens Comp	54,530.00	49,985.87	4,544.13	92	64,271.45	56,222.43	8,049.02	87
705330 Unemply Comp	33,440.00	33,440.01	0.01-	100	12,350.00	12,330.00	20.00	100
705360 Benefit Adjustment	8,471.00		8,471.00-		9,504.31		9,504.31	
* Employee Benefits	4,631,810.37	3,429,675.48	1,202,134.89	74	4,475,002.21	3,417,684.79	1,057,317.42	76
100 Professional Services	774,940.94	151,114.28	623,826.66	20	2,031,672.72	458,081.02	1,573,591.70	23
105 Medical Services	7,248.00	3,055.50	4,192.50	42	13,600.00	15,383.50	1,783.50-	113
710108 MD Consultants	60,900.00	52,062.50	8,837.50	85	55,382.00	41,125.00	14,257.00	74
710110 Contracted/Temp Services	115,801.22	68,389.84	47,411.38	59				
710119 Subrecipient Payments	186,242.00	172,516.73	13,725.27	93	147,602.00	105,519.57	42,082.43	71
710200 Service Contract	66,915.00	46,943.11	19,971.89	70	102,210.00	70,209.49	32,000.51	69
710205 Repairs and Maintenance	16,864.00	22,262.23	5,398.23-	132	15,505.00	27,018.49	11,513.49-	174
710210 Software Maintenance	12,000.00	10,550.00	1,450.00	88	350.00	26,802.29	26,452.29-	7,658
710300 Operating Supplies	178,347.14	95,821.57	82,525.57	54	270,541.22	139,730.52	130,810.70	52
710302 Small Tools & Allow	2,185.00	325.50	1,859.50	15	1,385.00	750.33	634.67	54
710308 Animal Supplies	2,000.00		2,000.00		2,000.00		2,000.00	
710319 Chemical Supplies	321,741.00	322,261.25	520.25-	100	560,707.00	360,810.19	199,896.81	64
710334 Copy Machine Expense	32,011.00	24,196.08	7,814.92	76	36,024.50	23,302.56	12,721.94	65
710350 Office Supplies	49,948.43	38,335.79	11,612.64	77	62,342.26	42,595.72	19,746.54	68
710355 Books and Subscriptions	11,084.00	4,841.59	6,242.41	44	7,587.00	6,990.61	596.39	92
710360 Postage	19,538.00	19,867.95	329.95-	102	26,958.44	20,568.15	6,390.29	76
710361 Express and Courier	815.00	391.47	423.53	48	1,135.00	385.05	749.95	34
710391 Fuel & Lube	100.00		100.00		100.00		100.00	
710500 Other Expense	34,355.88	56,458.03	22,102.15-	164	94,550.30	21,592.28	72,958.02	23
710502 Printing	31,886.72	19,764.86	12,121.86	62	49,651.24	22,470.08	27,181.16	45
710503 Licenses & Permits	6,875.00	6,841.25	33.75	100	8,625.00	6,722.67	1,902.33	78
710504 Registration					900.00-		900.00-	
710505 Rental Equipment	1,800.00	2,315.00	515.00-	129	2,800.00	2,669.00	131.00	95

Accounts	2011 Plan	2011 Actuals	Balance	Act%	2010 Plan	2010 Actual	Balance	Act%
710506 Dept Insurance Deductible		372.01	372.01-		273.40	599.25	325.85-	219
710507 Network and Data Lines	5,460.00	7,726.98	2,266.98-	142	4,705.00	5,015.13	310.13-	107
710508 Telephone Land Lines	53,739.92	37,181.09	16,558.83	69	60,808.05	41,895.82	18,912.23	69
710509 Seminars and Meetings	38,033.00	37,557.68	475.32	99	29,770.00	21,777.06	7,992.94	73
710512 Auto Expense	16,457.00	10,999.34	5,457.66	67	20,954.14	11,993.51	8,960.63	57
710514 Regulatory Assessments		27.99	27.99-					
710519 Cellular Phone	13,410.00	13,892.35	482.35-	104	13,597.00	13,105.69	491.31	96
710529 Dues	6,961.00	9,716.00	2,755.00-	140	4,476.00	8,204.00	3,728.00-	183
710535 Credit Card Fees	10,545.00	8,863.04	1,681.96	84	12,394.78	8,463.75	3,931.03	68
710546 Advertising	20,394.70	29,646.08	9,251.38-	145	37,047.00	31,262.93	5,784.07	84
710563 Recruitment		729.96	729.96-					
710577 Uniforms & Special Clothing	3,450.00	795.71	2,654.29	23	3,150.00	1,094.08	2,055.92	35
710585 Undesignated Budget	3,155.00-		3,155.00-		31,540.05		31,540.05	
710590 Bad Debt Expense								
710600 LT Lease-Office Space	120,932.89	105,205.21	15,727.68	87	195,423.01	1,293.40	1,293.40-	75
710703 Biologicals	313,025.68	121,747.92	191,277.76	39	291,252.68	146,573.20	48,849.81	43
710714 Referral Services	11,300.00	3,400.00	7,900.00	30	11,300.00	2,404.24	166,997.49	21
710721 Outpatient	122,249.97	78,470.58	43,779.39	64	119,940.00	103,309.46	16,630.54	86
710872 Food Purchases	3,001.00	2,108.13	892.87	70	2,695.00	1,072.10	1,622.90	40
711010 Utilities	1,100.00	1,212.00	112.00-	110		1,362.00	1,362.00-	
711100 ESD Asset Management	21,600.00	18,300.00	3,300.00-	85				
711113 Equip Srv Replace	41,946.18	40,826.46	1,119.72	97	101,823.48	100,577.67	1,245.81	99
114 Equip Srv O & M	58,538.39	43,891.29	14,647.10	75	71,986.43	44,307.40	27,679.03	62
115 Equip Srv Motor Pool	2,325.00	5,767.20	3,442.20-	248	12,070.00	7,015.00	5,055.00	58
11117 ESD Fuel Charge	41,646.75	42,740.26	1,093.51-	103	54,173.64	37,382.86	16,790.78	69
711119 Prop & Liab Billings	72,200.00	66,183.26	6,016.74	92	66,930.00	60,435.76	6,494.24	90
711210 Travel	203,618.25	69,832.13	133,786.12	34	194,849.02	47,228.92	147,620.10	24
711213 Travel-Non Cnty Pers					1,942.00	656.27	1,285.73	34
711300 Cash Over Short		24.27-	24.27-					
711504 Equipment nonCapital	83,660.37	78,545.62	5,114.75	94	76,536.11	199,054.30	122,518.19-	260
* Services and Supplies	3,196,038.43	1,954,028.55	1,242,009.88	61	4,909,465.47	2,413,065.51	2,496,399.96	49
781004 Equipment Capital	323,318.72	60,231.58	263,087.14	19	371,424.85	142,587.80	228,837.05	38
* Capital Outlay	323,318.72	60,231.58	263,087.14	19	371,424.85	142,587.80	228,837.05	38
** Expenses	19,574,227.36	15,018,167.03	4,556,060.33	77	22,057,357.39	15,728,496.54	6,328,860.85	71
485192 Surplus Equipment Sales						12.60-	12.60	
* Other Fin. Sources						12.60-	12.60	
621001 Transfer From General	8,192,500.00-	4,778,956.00-	3,413,544.00-	58	8,795,500.00-	5,665,503.67-	3,129,996.33-	64
* Transfers In	8,192,500.00-	4,778,956.00-	3,413,544.00-	58	8,795,500.00-	5,665,503.67-	3,129,996.33-	64
** Other Financing Src/Use	8,192,500.00-	4,778,956.00-	3,413,544.00-	58	8,795,500.00-	5,665,516.27-	3,129,983.73-	64
*** Total	1,741,779.54	2,765,857.75	1,024,078.21-	159	1,311,039.52	1,656,636.27	345,596.75-	126

Accounts	2011 Plan	2011 Actuals	Balance	Act%	2010 Plan	2010 Actual	Balance	Act%
431100 Federal Grants	1,191,109.00-	859,610.43-	331,498.57-	72	1,205,291.00-	901,322.10-	303,968.90-	75
* Intergovernmental	1,191,109.00-	859,610.43-	331,498.57-	72	1,205,291.00-	901,322.10-	303,968.90-	75
460512 Duplication Service Fees	115.00-		115.00-		200.00-	152.00-	48.00-	76
* Charges for Services	115.00-		115.00-		200.00-	152.00-	48.00-	76
485300 Other Misc Govt Rev					450.00-	205.00-	245.00-	46
* Miscellaneous					450.00-	205.00-	245.00-	46
** Revenue	1,191,224.00-	859,610.43-	331,613.57-	72	1,205,941.00-	901,679.10-	304,261.90-	75
701110 Base Salaries	1,806,128.35	1,498,802.86	307,325.49	83	1,748,051.93	1,495,235.24	252,816.69	86
701120 Part Time	24,427.89	20,195.88	4,232.01	83	24,553.03	19,937.21	4,615.82	81
701130 Pooled Positions	83,483.00	23,472.46	60,010.54	28	68,296.19		68,296.19	
701140 Holiday Work		484.11	484.11-			844.97	844.97-	
701200 Incentive Longevity	29,800.00	14,589.62	15,240.38	49	31,000.00	13,003.10	17,996.90	42
701300 Overtime	1,000.00	12,341.52	11,341.52-	1,234	6,000.00	9,810.80	3,810.80-	164
701412 Salary Adjustment	5,347.52-		5,347.52-		7,104.00		7,104.00	
701413 Vac Payoff/Sick Pay-Term		10,715.38	10,715.38-			7,335.40	7,335.40-	
701417 Comp Time						26.23	26.23-	
* Salaries and Wages	1,939,491.72	1,580,571.83	358,919.89	81	1,885,005.15	1,546,192.95	338,812.20	82
705110 Group Insurance	288,679.65	245,701.65	42,978.00	85	268,699.06	235,230.11	33,468.95	88
705210 Retirement	394,720.53	324,062.35	70,658.18	82	381,561.51	323,541.75	58,019.76	85
705215 Retirement Calculation	410,797.00		410,797.00		200,000.00		200,000.00	
705230 Medicare April 1986	26,138.11	22,017.26	4,120.85	84	24,601.66	21,223.13	3,378.53	86
705320 Workmens Comp	10,332.00	9,470.89	861.11	92	11,458.00	10,503.13	954.87	92
1 130 Unemploy Comp	6,336.00	6,335.97	0.03	100	2,210.00	2,210.00		100
* Employee Benefits	1,137,003.29	607,588.12	529,415.17	53	888,530.23	592,708.12	295,822.11	67
710100 Professional Services	2,300.00	3,255.00	955.00-	142	3,300.00	870.00	2,430.00	26
710105 Medical Services		377.00	377.00-			74.50	74.50-	
710200 Service Contract	750.00	856.53	106.53-	114	750.00	801.78	51.78-	107
710205 Repairs and Maintenance	700.00	43.16	656.84	6	800.00	152.57	647.43	19
710300 Operating Supplies	26,100.00	9,626.22	16,473.78	37	52,049.29	19,599.55	32,449.74	38
710334 Copy Machine Expense	11,594.00	4,856.02	6,737.98	42	11,594.00	6,493.44	5,100.56	56
710350 Office Supplies	16,200.00	7,800.79	8,399.21	48	16,185.00	12,904.09	3,280.91	80
710355 Books and Subscriptions	1,350.00	1,440.85	90.85-	107	1,370.00	2,381.45	1,011.45-	174
710360 Postage	1,550.00	992.91	557.09	64	1,600.00	1,329.43	270.57	83
710361 Express and Courier	100.00	14.56	85.44	15	100.00	31.77	68.23	32
710500 Other Expense	1,100.00	1,192.45	92.45-	108	1,100.00	940.75	159.25	86
710502 Printing	9,050.00	833.25	8,216.75	9	9,550.00	2,604.89	6,945.11	27
710503 Licenses & Permits	2,300.00	950.00	1,350.00	41	2,400.00	400.00	2,000.00	17
710507 Network and Data Lines	480.00	403.65	76.35	84		283.59	283.59-	
710508 Telephone Land Lines	11,380.00	7,684.30	3,695.70	68	11,800.00	9,414.88	2,385.12	80
710509 Seminars and Meetings	5,300.00	2,997.18	2,302.82	57	5,100.00	2,491.00	2,609.00	49
710512 Auto Expense	3,900.00	1,413.07	2,486.93	36	4,350.00	1,505.29	2,844.71	35
710519 Cellular Phone	250.00	1,179.21	929.21-	472	350.00	103.37	246.63	30
710529 Dues	2,850.00	926.00	1,924.00	32	955.00	3,861.00	2,906.00-	404
710535 Credit Card Fees						0.17	0.17-	
710546 Advertising	150.00	80.69	69.31	54	150.00	126.39	23.61	84

Accounts	2011 Plan	2011 Actuals	Balance	Act%	2010 Plan	2010 Actual	Balance	Act%
710563 Recruitment		729.96	729.96-					
710600 LT Lease-Office Space	80,296.00	71,498.61	8,797.39	89	80,296.00	81,437.28	1,141.28-	101
710872 Food Purchases	150.00		150.00		150.00		150.00	
711010 Utilities	100.00	330.00	230.00-	330		63.00	63.00-	
711100 ESD Asset Management	360.00	330.00	30.00	92				
711113 Equip Srv Replace	702.30	641.55	60.75	91	2,122.20	2,455.35	333.15-	116
711114 Equip Srv O & M	1,000.00	882.50	117.50	88	1,043.60	918.60	125.00	88
711115 Equip Srv Motor Pool	509.46	579.93	70.47-	114	636.64	537.50	537.50-	
711117 ESD Fuel Charge	13,680.00	12,539.89	1,140.11	92	11,798.00	484.94	151.70	76
711119 Prop & Liab Billings	17,500.00	9,543.92	7,956.08	55	16,500.00	10,814.87	983.13	92
711210 Travel		0.68	0.68-			6,768.62	9,731.38	41
711300 Cash Over Short	1,700.00	5,678.11	3,978.11-	334	1,700.00	4,847.32	3,147.32-	285
711504 Equipment nonCapital	213,401.76	149,677.99	63,723.77	70	237,749.73	174,697.39	63,052.34	73
* Services and Supplies	3,289,896.77	2,337,837.94	952,058.83	71	3,011,285.11	2,313,598.46	697,686.65	77
** Expenses	2,098,672.77	1,478,227.51	620,445.26	70	1,805,344.11	1,411,919.36	393,424.75	78
*** Total								

Accounts	2011 Plan	2011 Actuals	Balance	Act%	2010 Plan	2010 Actual	Balance	Act%
422510 Air Pollution Permits	391,000.00-	322,669.50-	68,330.50-	83	402,399.00-	339,016.50-	63,382.50-	84
* Licenses and Permits	391,000.00-	322,669.50-	68,330.50-	83	402,399.00-	339,016.50-	63,382.50-	84
431100 Federal Grants	686,099.00-	558,401.38-	127,697.62-	81	681,349.00-	480,737.68-	200,611.32-	71
431105 Federal Grants - Indirect		22,109.62-	22,109.62-			20,423.32-	20,423.32-	
432100 State Grants	140,000.00-	140,000.00-		100				
432311 Pol Ctrl 455B.830	290,140.86-	306,945.00-	16,804.14	106	280,000.00-	307,550.00-	27,550.00	110
* Intergovernmental	1,116,239.86-	1,027,456.00-	88,783.86-	92	961,349.00-	808,711.00-	152,638.00-	84
460513 Other Health Service Charges		701.00-	701.00-			992.00-	992.00	
460526 Plan Review-Air Quality	11,270.00-	27,986.00-	16,716.00-	248	15,500.00-	30,825.00-	15,325.00	199
460527 NOE-AQM	40,000.00-	73,313.00-	33,313.00	183	32,900.00-	77,762.00-	44,862.00	236
460528 NESHAP-AQM	62,000.00-	66,260.00-	4,260.00	107	62,000.00-	71,311.00-	9,311.00	115
460529 Assessments-AQM	21,000.00-	26,250.00-	5,250.00	125	22,000.00-	28,013.00-	6,013.00	127
460530 Inspector Registr-AQ	1,900.00-	3,395.00-	1,495.00	179	1,900.00-	3,735.00-	1,835.00	197
460531 Dust Plan-Air Quality	165,000.00-	111,216.00-	53,784.00-	67	178,333.00-	333,618.25-	155,285.25	187
* Charges for Services	301,170.00-	309,121.00-	7,951.00-	103	312,633.00-	546,256.25-	233,623.25	175
485300 Other Misc Govt Rev		55.50-	55.50			90.00-	90.00	
* Miscellaneous		55.50-	55.50			90.00-	90.00	
** Revenue	1,808,409.86-	1,659,302.00-	149,107.86-	92	1,676,381.00-	1,694,073.75-	17,692.75	101
701110 Base Salaries	1,368,978.42	1,163,253.18	205,725.24	85	1,311,733.43	1,139,113.85	172,619.58	87
701130 Pooled Positions	18,000.00	15,563.63	2,436.37	86	8,000.00	8,283.91	283.91-	104
701150 xcContractual Wages					50,000.00		50,000.00	
701200 Incentive Longevity	23,000.00	10,575.02	12,424.98	46	21,150.00	10,400.00	10,750.00	49
* 00 Overtime	6,576.10	5,456.80	1,119.30	83	6,057.21	1,961.98	4,095.23	32
* 08 Call Back		101.02	101.02-			409.82	409.82-	
701413 Vac Payoff/Sick Pay-Term		42,911.41	42,911.41-					
701417 Comp Time		11,850.01	11,850.01-					
* Salaries and Wages	1,416,554.52	1,249,711.07	166,843.45	88	1,396,940.64	1,160,169.56	236,771.08	83
705110 Group Insurance	175,898.81	152,832.16	23,066.65	87	156,554.89	136,762.84	19,792.05	87
705210 Retirement	299,272.94	252,041.10	47,231.84	84	285,871.82	246,229.28	39,642.54	86
705230 Medicare April 1986	18,558.58	16,541.57	2,017.01	89	17,726.98	15,225.95	2,501.03	86
705320 Workmens Comp	5,740.00	5,261.63	478.37	92	6,740.00	6,178.37	561.63	92
705330 Unemply Comp	3,520.00	3,519.99	0.01	100	1,300.00	1,300.00		100
* Employee Benefits	502,990.33	430,196.45	72,793.88	86	468,193.69	405,696.44	62,497.25	87
710100 Professional Services	205,628.23	31,664.91	173,963.32	15	176,599.41	29,202.60	147,396.81	17
710105 Medical Services		628.00	628.00-					
710110 Contracted/Temp Services	40,000.00		40,000.00					
710200 Service Contract	350.00	252.92	97.08	72	350.00	363.00	13.00-	104
710205 Repairs and Maintenance	7,000.00	17,591.76	10,591.76-	251	7,000.00	4,086.05	2,913.95	58
710210 Software Maintenance		1,550.00	1,550.00-					
710300 Operating Supplies	9,100.00	10,364.40	1,264.40-	114	4,100.00	10,979.27	6,879.27-	268
710334 Copy Machine Expense	4,400.00	4,230.19	169.81	96	4,387.20	3,868.23	518.97	88
710350 Office Supplies	4,000.00	4,793.85	793.85-	120	3,500.00	3,855.61	355.61-	110
710355 Books and Subscriptions	224.00	242.82	18.82-	108	224.00	250.86	26.86-	112
710360 Postage	2,200.00	2,557.23	357.23-	116	2,200.00	3,569.68	1,369.68-	162
710361 Express and Courier	200.00	87.37	112.63	44	200.00	65.77	134.23	33

Accounts	2011 Plan	2011 Actuals	Balance	Act%	2010 Plan	2010 Actual	Balance	Act%
710500 Other Expense	200.00	57.00	143.00	29	200.00	567.77	367.77-	284
710502 Printing	1,000.00	1,010.71	10.71-	101	1,000.00	801.30	198.70	80
710503 Licenses & Permits	90.00		90.00		90.00	2,372.67	2,282.67-	2,636
710505 Rental Equipment	1,800.00	1,800.00		100	1,800.00	1,800.00		100
710506 Dept Insurance Deductible	150.00	150.00	150.00-					
710507 Network and Data Lines	2,120.00	2,120.00	2,120.00-					
710508 Telephone Land Lines	7,000.00	5,291.82	1,708.18	76	9,000.00	5,949.11	3,050.89	66
710509 Seminars and Meetings	5,000.00	3,445.00	1,555.00	69	4,200.00	1,705.00	2,495.00	41
710512 Auto Expense	1,200.00	190.64	1,009.36	16	1,200.00	384.27	815.73	32
710519 Cellular Phone	3,800.00	4,318.68	518.68-	114	3,800.00	3,360.62	439.38	88
710529 Dues	435.00	3,451.00	3,016.00-	793	435.00	2,185.00	1,750.00-	502
710535 Credit Card Fees	1,500.00	1,030.83	469.17	69	1,500.00	1,477.46	22.54	98
710546 Advertising	1,000.00	406.50	593.50	41	5,700.00	731.63	4,968.37	13
710577 Uniforms & Special Clothing	1,100.00		1,100.00		1,100.00		1,100.00	
710600 LT Lease-Office Space	1,316.00		1,316.00		74,490.12	24,688.00	49,802.12	33
710721 Outpatient	2,880.00		120.00-	104	1,316.00		1,316.00	
711100 ESD Asset Management	7,677.51	3,000.00	4,677.51	165	30,340.92	17,753.99	12,586.93	59
711113 Equip Srv Replace	13,966.50	12,665.72	4,988.21-	70	13,520.37	9,624.00	3,896.37	71
711114 Equip Srv O & M		9,807.83	4,158.67					
711115 Equip Srv Motor Pool		325.00	325.00-			262.50	262.50-	
711117 ESD Fuel Charge	11,125.62	10,241.50	884.12	92	12,187.68	10,228.19	1,959.49	84
711119 Prop & Liab Billings	7,600.00	6,966.63	633.37	92	7,940.00	6,361.63	1,578.37	80
711120 Travel	28,500.00	10,188.82	18,311.18	36	40,227.52	9,038.18	31,189.34	22
711130 Equipment nonCapital	14,000.00	15,623.02	1,623.02-	112	4,000.00	66,521.24	62,521.24-	1,663
* Services and Supplies	384,292.86	166,054.15	218,238.71	43	412,608.22	222,053.63	190,554.59	54
781004 Equipment Capital	92,697.72	60,231.58	32,466.14	65	91,708.35	54,883.68	36,824.67	60
* Capital Outlay	92,697.72	60,231.58	32,466.14	65	91,708.35	54,883.68	36,824.67	60
** Expenses	2,396,535.43	1,906,193.25	490,342.18	80	2,369,450.90	1,842,803.31	526,647.59	78
485192 Surplus Equipment Sales						12.60-	12.60	
** Other Financing Src/Use						12.60-	12.60	
*** Total	588,125.57	246,891.25	341,234.32	42	693,069.90	148,716.96	544,352.94	21

Accounts	2011 Plan	2011 Actuals	Balance	Act%	2010 Plan	2010 Actual	Balance	Act%
431100 Federal Grants	2,350,640.70-	1,720,999.36-	629,641.34-	73	2,482,560.00-	1,797,267.09-	665,312.91-	72
431105 Federal Grants - Indirect		19,424.29-	19,424.29			7,735.55-	7,735.55	
432100 State Grants	255,737.42-	123,147.16-	132,590.26-	48	552,556.00-	347,301.31-	205,254.69-	63
* Intergovernmental	2,606,378.12-	1,863,570.81-	742,807.31-	72	3,035,136.00-	2,152,303.95-	882,832.05-	71
460162 Services to Other Agencies					63,657.69-	23,909.21-	39,748.48-	38
460500 Other Immunizations	85,000.00-	82,518.44-	2,481.56-	97	110,000.00-	86,450.69-	23,549.31-	79
460501 Medicaid Clinical Services	32,000.00-	44,290.53-	12,290.53	138	36,500.00-	27,987.86-	8,512.14-	77
460503 Childhood Immunizations	140,000.00-	45,278.63-	94,721.37-	32	190,000.00-	122,898.15-	67,101.85-	65
460505 Non Title X Revenue						1,369.00-	1,369.00	
460508 Tuberculosis	7,000.00-	6,029.46-	970.54-	86	10,000.00-	7,081.11-	2,918.89-	71
460515 Medicare Reimbursement	500.00-	310.23-	189.77-	62	500.00-	672.90-	172.90	135
460516 Pgm Inc-3rd Pty Rec	6,500.00-	19,304.92-	12,804.92	297	9,000.00-	6,159.54-	2,840.46-	68
460517 Influenza Immunization	12,000.00-	6,953.99-	5,046.01-	58	5,000.00-	26,186.06-	21,186.06	524
460518 STD Fees	30,000.00-	29,125.04-	874.96-	97	30,000.00-	26,937.41-	3,062.59-	90
460519 Outpatient Services					12,500.00-	12,500.00-	12,500.00-	
460524 Family Planning	66,000.00-	40,592.83-	25,407.17-	62	100,000.00-	63,640.27-	36,359.73-	64
460570 Education Revenue	11,000.00-	8,157.00-	2,843.00-	74		14,199.00-	14,199.00	
* Charges for Services	390,000.00-	282,561.07-	107,438.93-	72	567,157.69-	407,491.20-	159,666.49-	72
484000 Donations, Contributions						3,360.00-	3,360.00	
484050 Donations Federal Pgm Income		40,738.87-	40,738.87			100.00-	100.00	
485300 Other Misc Govt Rev		40,738.87-	40,738.87			6.00-	6.00	
* Miscellaneous	2,996,378.12-	2,186,870.75-	809,507.37-	73	3,602,293.69-	2,563,261.15-	1,039,032.54-	71
** Income	2,598,654.20-	2,085,107.20-	513,547.00	80	3,078,262.37	2,286,830.21	791,432.16	74
701100 Base Salaries	573,266.06	490,263.92	83,002.14	86	640,119.02	530,012.77	110,106.25	83
701120 Part Time	168,345.03	176,710.85	8,365.82	105	120,571.14	108,163.16	12,407.98	90
701130 Pooled Positions	52,628.00	28,810.16	23,817.84	55	54,703.00	27,332.98	27,370.02	50
701200 Incentive Longevity	300.00	9,786.14	9,486.14-	3,262	2,175.00	5,513.68	3,338.68-	254
701300 Overtime					114,541.03		114,541.03	
701412 Salary Adjustment		37,973.64	37,973.64-			52,337.82	52,337.82-	
701413 Vac Payoff/Sick Pay-Term		7,081.65	7,081.65-			7,925.32	7,925.32-	
701417 Comp Time								
701500 Merit Awards	53,002.53		53,002.53		329,645.39-		329,645.39-	
* Salaries and Wages	3,270,950.84	2,835,733.56	435,217.28	87	3,680,726.17	3,018,115.94	662,610.23	82
705110 Group Insurance	473,252.59	352,636.58	120,616.01	75	524,221.04	399,667.71	124,553.33	76
705210 Retirement	695,312.38	560,198.63	135,113.75	81	808,950.04	620,323.53	188,626.51	77
705230 Medicare April 1986	42,923.94	36,595.40	6,328.54	85	49,212.59	39,784.90	9,427.69	81
705320 Workmens Comp	17,220.00	15,785.11	1,434.89	92	21,231.00	19,461.53	1,769.47	92
705330 Unemploy Comp	10,560.00	10,560.03	0.03-	100	4,095.00	4,085.00	10.00	100
705360 Benefit Adjustment					1,505.00-		1,505.00-	
* Employee Benefits	1,239,268.91	975,775.75	263,493.16	79	1,406,204.67	1,083,322.67	322,882.00-	77
710100 Professional Services	95,586.00	69,430.68	26,155.32	73	305,393.00	293,923.72	11,469.28	96
710105 Medical Services	600.00	1,292.50	692.50-	215	13,000.00	12,123.00	877.00	93
710108 MD Consultants	48,900.00	41,062.50	7,837.50	84	43,382.00	31,125.00	12,257.00	72
710110 Contracted/Temp Services	3,355.00	5,741.12	2,386.12-	171				
710119 Subrecipient Payments	186,242.00	172,516.73	13,725.27	93	147,602.00	105,519.57	42,082.43	71

Washoe County Health District
 Community and Clinical Health Services
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Accounts	2011 Plan	2011 Actuals	Balance	Act%	2010 Plan	2010 Actual	Balance	Act%
710200 Service Contract	4,395.00	5,213.44	818.44-	119	12,200.00	9,843.29	2,356.71	81
710205 Repairs and Maintenance	6,786.00	3,066.87	3,719.13	45	6,105.00	20,301.31	14,196.31-	333
710210 Software Maintenance					350.00		350.00	
710300 Operating Supplies	61,200.00	45,684.84	15,515.16	75	97,132.00	83,775.95	13,356.05	86
710334 Copy Machine Expense	12,310.00	10,863.17	1,446.83	88	16,463.00	10,151.89	6,311.11	62
710350 Office Supplies	9,720.01	9,891.38	171.37-	102	14,405.00	8,222.35	6,182.65	57
710355 Books and Subscriptions	1,900.00	1,002.06	897.94	53	1,730.00	1,424.57	305.43	82
710360 Postage	4,840.00	4,682.55	157.45	97	4,858.00	4,884.95	26.95-	101
710361 Express and Courier	290.00	142.18	147.82	49	535.00	194.13	340.87	36
710500 Other Expense	19,131.67	10,949.31	8,182.36	57	60,624.30	20,008.28	40,616.02	33
710502 Printing	6,060.00	4,613.82	1,446.18	76	11,303.24	4,557.11	6,746.13	40
710503 Licenses & Permits	2,150.00	3,411.25	1,261.25-	159	3,800.00	1,885.00	1,915.00	50
710504 Registration					900.00-		900.00-	
710506 Dept Insurance Deductible					273.40		273.40	
710507 Network and Data Lines	2,280.00	2,217.25	62.75	97	1,505.00	2,150.70	645.70-	143
710508 Telephone Land Lines	14,580.00	12,008.03	2,571.97	82	18,459.00	13,629.74	4,829.26	74
710509 Seminars and Meetings	7,350.00	6,956.50	393.50	95	8,050.00	4,492.00	3,558.00	56
710512 Auto Expense	11,057.00	8,863.76	2,193.24	80	14,793.00	8,741.81	6,051.19	59
710519 Cellular Phone	505.00	545.90	40.90-	108	462.00	677.53	215.53-	147
710529 Dues	1,100.00	2,794.00	1,694.00-	254	1,550.00	819.00	731.00	53
710535 Credit Card Fees	4,245.00	3,431.34	813.66	81	5,935.00	3,263.83	2,671.17	55
710546 Advertising	17,124.70	24,958.44	7,833.74-	146	29,997.00	29,014.72	982.28	97
710577 Uniforms & Special Clothing	650.00		650.00		350.00		350.00	
710590 Bad Debt Expense						459.00	459.00-	
710593 Biologicals	308,879.00	121,335.31	187,543.69	39	286,952.00	124,030.97	162,921.03	43
710714 Referral Services	11,300.00	3,400.00	7,900.00	30	11,300.00	2,404.24	8,895.76	21
710721 Outpatient	117,933.97	77,456.74	40,477.23	66	109,576.00	102,642.18	6,933.82	94
710872 Food Purchases	2,851.00	1,616.25	1,234.75	57	2,545.00	1,072.10	1,472.90	42
711010 Utilities	1,000.00	702.00	298.00	70		228.00	228.00-	
711100 ESD Asset Management	360.00	30.00	330.00	8				
711113 Equip Srv Replace	1,047.46	28.65	1,018.81	3	1,397.28	1,614.69	217.41-	116
711114 Equip Srv O & M	472.80		472.80		904.60	252.16	652.44	28
711115 Equip Srv Motor Pool	1,125.00	745.00	380.00	66	4,870.00	852.50	4,017.50	18
711117 ESD Fuel Charge		413.55	413.55-		538.69		538.69	
711119 Prop & Liab Billings	22,800.00	20,900.00	1,900.00	92	21,861.00	20,039.14	1,821.86	92
711210 Travel	34,016.53	12,623.69	21,392.84	37	48,190.50	11,485.53	36,704.97	24
711213 Travel-Non Cnty Pers					1,942.00	656.27	1,285.73	34
711300 Cash Over Short		4.95-	4.95					
711504 Equipment nonCapital	4,876.00	2,936.69	1,939.31	60	6,828.00	5,971.65	856.35	87
* Services and Supplies	1,029,019.14	693,522.55	335,496.59	67	1,316,262.01	942,437.88	373,824.13	72
** Expenses	5,539,238.89	4,505,031.86	1,034,207.03	81	6,403,192.85	5,043,876.49	1,359,316.36	79
*** Total	2,542,860.77	2,318,161.11	224,699.66	91	2,800,899.16	2,480,615.34	320,283.82	89

Accounts	2011 Plan	2011 Actuals	Balance	Act%	2010 Plan	2010 Actual	Balance	Act%
422503 Environmental Permits	43,000.00-	49,440.00-	6,440.00	115	69,000.00-	42,491.00-	26,509.00-	62
422504 Pool Permits	63,000.00-	60,020.00-	2,980.00-	95	33,000.00-	61,830.00-	28,830.00-	187
422505 RV Permits	10,500.00-	9,250.00-	1,250.00-	88	10,500.00-	9,406.00-	1,094.00-	90
422507 Food Service Permits	342,000.00-	323,248.00-	18,752.00-	95	355,000.00-	321,752.00-	33,248.00-	91
422508 Wat Well Const Perm	34,500.00-	19,838.00-	14,662.00-	58	44,000.00-	25,654.00-	18,346.00-	58
422509 Water Company Permits	4,000.00-	2,567.00-	1,433.00-	64	12,000.00-	4,628.00-	7,372.00-	39
422511 ISDS Permits	47,000.00-	51,355.00-	4,355.00-	109	90,000.00-	42,970.85-	47,029.15-	48
422513 Special Event Permits	70,500.00-	60,616.00-	9,884.00-	86	75,000.00-	67,371.20-	7,268.80-	90
422514 Initial Applic Fee	35,000.00-	30,101.00-	4,899.00-	86	38,000.00-	27,237.00-	10,763.00-	72
* Licenses and Permits	649,500.00-	606,435.00-	43,065.00-	93	726,500.00-	603,700.05-	122,799.95-	83
431100 Federal Grants	311,029.78-	241,273.82-	69,755.96-	78	277,000.00-	206,304.37-	70,695.63-	74
432100 State Grants	75,000.00-	56,250.00-	18,750.00-	75	75,000.00-	56,500.00-	18,500.00-	75
432310 Tire Fee NRS 444A.090	370,535.00-	450,911.35-	80,376.35	122	370,534.52-	395,702.34-	25,167.82	107
* Intergovernmental	756,564.78-	748,435.17-	8,129.61-	99	722,534.52-	658,506.71-	64,027.81-	91
460509 Water Quality		432.00-	432.00			119.00-	119.00	
460510 IT Overlay	111,000.00-	87,492.00-	23,508.00-	79	121,001.00-	102,091.00-	18,910.00-	84
460512 Duplication Service Fees		583.22-	583.22					
460513 Other Health Service Charges	2,700.00-	8,561.25-	5,861.25	317	8,000.00-	3,503.00-	4,497.00-	44
460514 Food Service Certification	8,000.00-	13,072.00-	5,072.00	163	8,000.00-	13,734.00-	5,734.00	172
460520 Eng Serv Health	55,000.00-	35,145.00-	19,855.00-	64	90,500.00-	51,872.00-	38,628.00-	57
460521 Plan Review - Pools & Spas	2,500.00-	7,409.00-	4,909.00-	296	5,000.00-	6,968.00-	1,968.00-	139
460523 Plan Review - Food Services	17,000.00-	22,232.15-	5,232.15	131	30,000.00-	20,823.15-	9,176.85-	69
460525 Plan Review - Vector	24,000.00-	31,483.00-	7,483.00	131	64,000.00-	27,940.00-	36,060.00-	44
460532 Plan Rvw Hotel/Motel		69.00-	69.00			414.00-	414.00	
460533 Quick Start		87.00-	87.00			344.00-	344.00	
460534 Child Care Inspection	8,300.00-	6,847.00-	1,453.00-	82	9,000.00-	7,051.00-	1,949.00-	78
460535 Pub Accomod Inspectn	17,000.00-	13,727.00-	3,273.00-	81	21,000.00-	14,319.00-	6,681.00-	68
460570 Education Revenue	2,400.00-	1,890.00-	510.00-	79		4,003.00-	4,003.00	
* Charges for Services	247,900.00-	229,029.62-	18,870.38-	92	356,501.00-	253,181.15-	103,319.85-	71
485100 Reimbursements		150.00-	150.00			150.00-	150.00	
485300 Other Misc Govt Rev						203.00-	203.00	
* Miscellaneous		150.00-	150.00			353.00-	353.00	
** Revenue	1,653,964.78-	1,584,049.79-	69,914.99-	96	1,805,535.52-	1,515,740.91-	289,794.61-	84
701110 Base Salaries	3,313,782.63	2,651,360.50	662,422.13	80	3,399,403.84	2,614,825.59	784,578.25	77
701130 Pooled Positions	113,422.64	132,149.32	18,726.68-	117	90,097.00	76,362.88	13,734.12	85
701140 Holiday Work	1,200.00	671.28	528.72	56	1,500.00	846.49	653.51	56
701150 xcContractual Wages					9,500.00	6,746.24	2,753.76	71
701200 Incentive Longevity	48,750.00	24,028.87	24,721.13	49	52,100.00	23,246.17	28,853.83	45
701300 Overtime	33,788.00	35,852.56	2,064.56-	106	34,288.00	25,230.34	9,057.66	74
701406 Standby Pay	30,000.00	31,417.32	1,417.32-	105	30,000.00	31,134.65	1,134.65-	104
701408 Call Back	3,000.00	1,896.54	1,103.46	63	3,000.00	3,871.98	871.98-	129
701412 Salary Adjustment					304.20-		304.20-	
701413 Vac Payoff/Sick Pay-Term		6,481.61	6,481.61-			21,031.55	21,031.55-	
701417 Comp Time		7,255.20	7,255.20-			10,046.59	10,046.59-	
701500 Merit Awards	173,177.76-		173,177.76-					

Accounts	2011 Plan	2011 Actuals	Balance	Act%	2010 Plan	2010 Actual	Balance	Act%
* Salaries and Wages	3,370,765.51	2,891,113.20	479,652.31	86	3,619,584.64	2,813,342.48	806,242.16	78
705110 Group Insurance	496,011.19	409,732.49	86,278.70	83	480,654.08	374,188.04	106,466.04	78
705210 Retirement	724,004.28	581,738.13	142,266.15	80	740,272.62	572,962.39	167,310.23	77
705230 Medicare April 1986	43,660.48	37,070.85	6,589.63	85	43,911.91	35,625.77	8,286.14	81
705320 Workmens Comp	16,072.00	14,732.74	1,339.26	92	18,535.00	16,990.27	1,544.73	92
705330 Unemply Comp	9,856.00	9,856.02	0.02	100	3,575.00	3,575.00		100
* Employee Benefits	1,289,603.95	1,053,130.23	236,473.72	82	1,286,948.61	1,003,341.47	283,607.14	78
710100 Professional Services	257,890.90	8,764.50	249,126.40	3	179,930.29	76,587.00	103,343.29	43
710105 Medical Services	6,548.00	758.00	5,790.00	12	500.00	2,454.00	1,954.00	491
710110 Contracted/Temp Services	29,194.00	24,410.16	4,783.84	84	87,300.00	54,599.23	32,700.77	63
710200 Service Contract	59,800.00	38,376.39	21,423.61	64	1,000.00	1,258.11	258.11	126
710205 Repairs and Maintenance	1,000.00	1,300.54	300.54	130		17,802.29	17,802.29	
710210 Software Maintenance						7,046.18	16,546.87	30
710300 Operating Supplies	22,225.00	5,669.21	16,555.79	26	23,593.05	750.33	634.67	54
710302 Small Tools & Allow	2,185.00	325.50	1,859.50	15	1,385.00		2,000.00	
710308 Animal Supplies	2,000.00		2,000.00		2,000.00		2,000.00	
710319 Chemical Supplies	321,741.00	322,261.25	520.25	100	560,707.00	360,810.19	199,896.81	64
710334 Copy Machine Expense	930.00	1,504.89	574.89	162	1,280.00	556.08	723.92	43
710350 Office Supplies	10,000.00	8,232.27	1,767.73	82	9,150.00	9,353.37	203.37	102
710355 Books and Subscriptions	5,400.00	1,229.47	4,170.53	23	1,600.00	1,233.24	366.76	77
710360 Postage	7,800.00	9,472.36	1,672.36	121	5,900.00	8,667.55	2,767.55	147
710361 Express and Courier	225.00	114.92	110.08	51	300.00	93.38	206.62	31
710391 Fuel & Lube	100.00		100.00		100.00		100.00	
710400 Other Expense	5,800.00	37,661.77	31,861.77	649	800.00	75.48	724.52	9
710502 Printing	3,925.00	3,395.81	529.19	87	3,225.00	1,758.35	1,466.65	55
710503 Licenses & Permits	2,335.00	2,480.00	145.00	106	2,335.00	2,065.00	270.00	88
710506 Dept Insurance Deductible		222.01	222.01			599.25	599.25	
710507 Network and Data Lines	2,700.00	2,507.25	192.75	93	3,200.00	2,150.70	1,049.30	67
710508 Telephone Land Lines	10,800.00	8,282.26	2,517.74	77	11,425.00	8,931.70	2,493.30	78
710509 Seminars and Meetings	16,585.00	14,870.00	1,715.00	90	11,200.00	9,581.00	1,619.00	86
710512 Auto Expense	200.00	43.79	156.21	22	375.00	60.78	314.22	16
710514 Regulatory Assessments		27.99	27.99					
710519 Cellular Phone	8,455.00	5,870.01	2,584.99	69	8,405.00	6,604.79	1,800.21	79
710529 Dues	1,726.00	1,585.00	141.00	92	896.00	1,289.00	393.00	144
710535 Credit Card Fees	4,000.00	3,064.03	935.97	77	4,959.78	2,902.49	2,057.29	59
710546 Advertising	1,050.00	551.61	498.39	53	500.00	263.80	236.20	53
710577 Uniforms & Special Clothing	1,700.00	795.71	904.29	47	1,700.00	1,094.08	605.92	64
710590 Bad Debt Expense						444.40	444.40	
710600 LT Lease-Office Space	40,636.89	33,706.60	6,930.29	83	40,636.89	40,447.92	188.97	100
710721 Outpatient					6,048.00		6,048.00	
711100 ESD Asset Management	18,000.00	12,660.00	5,340.00	70	67,963.08	78,753.64	10,790.56	116
711113 Equip Srv Replace	33,221.21	27,538.61	5,682.60	83	56,517.86	33,007.89	23,509.97	58
711114 Equip Srv O & M	43,396.79	32,837.81	10,558.98	76	7,000.00	5,290.00	1,710.00	76
711115 Equip Srv Motor Pool		3,537.20	3,537.20					
711117 ESD Fuel Charge	30,011.67	31,426.70	1,415.03	105	39,610.63	26,669.73	12,940.90	67

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 Environmental Health Services
 Pds 1-11, FY2011

Accounts	2011 Plan	2011 Actuals	Balance	Act%	2010 Plan	2010 Actual	Balance	Act%
711119 Prop & Liab Billings	21,280.00	19,506.74	1,773.26	92	19,085.00	17,494.62	1,590.38	92
711210 Travel	54,677.48	21,734.23	32,943.25	40	35,650.00	11,911.64	23,738.36	33
711300 Cash Over Short		20.00-	20.00					
711504 Equipment nonCapital	12,652.00	12,391.07	260.93	98	2,643.97	1,477.65	1,166.32	56
* Services and Supplies	1,040,190.94	699,095.66	341,095.28	67	1,198,921.55	794,084.86	404,836.69	66
** Expenses	5,700,560.40	4,643,339.09	1,057,221.31	81	6,105,454.80	4,610,768.81	1,494,685.99	76
621001 Transfer From General					350,000.00-	89,711.67-	260,288.33-	26
** Other Financing Src/Use					350,000.00-	89,711.67-	260,288.33-	26
*** Total	4,046,595.62	3,059,289.30	987,306.32	76	3,949,919.28	3,005,316.23	944,603.05	76

Washoe County Health District
 Epidemiology and Public Health Preparedness
 Pds 1-11, FY2011

Accounts	2011 Plan	2011 Actuals	Balance	Act%	2010 Plan	2010 Actual	Balance	Act%
431100 Federal Grants	1,747,372.06	842,585.69	904,786.37	48	3,414,126.66	1,507,374.74	1,906,751.92	44
431105 Federal Grants - Indirect	32,599.00	24,751.41	7,847.59	76	31,540.00	18,890.35	12,649.65	60
* Intergovernmental	1,779,971.06	867,337.10	912,633.96	49	3,445,666.66	1,526,265.09	1,919,401.57	44
460511 Birth and Death Certificates	210,000.00	315,612.00	105,612.00	150	215,000.00	205,234.00	9,766.00	95
460512 Duplication Service Fees		546.21	546.21					
* Charges for Services	210,000.00	316,158.21	106,158.21	151	215,000.00	205,234.00	9,766.00	95
485300 Other Misc Govt Rev		25.00	25.00			90.00	90.00	
* Miscellaneous		25.00	25.00			90.00	90.00	
** Revenue	1,989,971.06	1,183,520.31	806,450.75	59	3,660,666.66	1,731,589.09	1,929,077.57	47
701110 Base Salaries	1,196,898.32	933,467.63	263,430.69	78	1,123,682.40	882,372.24	241,310.16	79
701120 Part Time	56,350.85	25,144.17	31,206.68	45	35,577.94	63,757.78	28,179.84	179
701130 Pooled Positions	30,001.99	171.76	29,830.23	1	38,400.00	37,620.14	779.86	98
701140 Holiday Work		814.52	814.52					
701150 xcContractual Wages					196,000.00	97,703.22	98,296.78	50
701200 Incentive Longevity	7,822.00	4,085.99	3,736.01	52	8,141.00	2,895.48	5,245.52	36
701300 Overtime	2,000.16	28,144.17	26,144.01	1,407	253,000.00	111,762.30	141,237.70	44
701412 Salary Adjustment	132,223.93		132,223.93		64,406.92		64,406.92	
701413 Vac Payoff/Sick Pay-Term		20,315.33	20,315.33			6,377.91	6,377.91	
701417 Comp Time		4,958.19	4,958.19			14,848.44	14,848.44	
* Salaries and Wages	1,425,297.25	1,017,101.76	408,195.49	71	1,719,208.26	1,217,337.51	501,870.75	71
705110 Group Insurance	164,455.79	131,470.64	32,985.15	80	140,445.78	121,070.54	19,375.24	86
705210 Retirement	264,298.15	206,357.57	57,940.58	78	250,368.19	191,732.40	58,635.79	77
705215 Retirement Calculation		2,982.18	2,982.18					
705320 Medicare April 1986	17,384.95	14,271.04	3,113.91	82	15,824.28	15,564.02	260.26	98
705330 Workmens Comp	5,166.00	4,735.50	430.50	92	6,307.45	3,089.13	3,218.32	49
705330 Unemploy Comp	3,168.00	3,168.00	3,168.00	100	1,170.00	1,160.00	10.00	99
705360 Benefit Adjustment	8,471.00		8,471.00		11,009.31	11,009.31	11,009.31	
* Employee Benefits	462,943.89	362,984.93	99,958.96	78	425,125.01	332,616.09	92,508.92	78
710100 Professional Services	213,535.81	37,999.19	175,536.62	18	1,366,450.02	57,497.70	1,308,952.32	4
710105 Medical Services	100.00		100.00		100.00	732.00	632.00	732
710108 MD Consultants	12,000.00	11,000.00	1,000.00	92	12,000.00	10,000.00	2,000.00	83
710110 Contracted/Temp Services	43,252.22	38,238.56	5,013.66	88				
710200 Service Contract	1,620.00	2,243.83	623.83	139	1,610.00	4,602.19	2,992.19	286
710205 Repairs and Maintenance	1,378.00	259.90	1,118.10	19	600.00	1,220.45	620.45	203
710210 Software Maintenance	12,000.00	9,000.00	3,000.00	75	93,666.88	9,000.00	9,000.00	
710300 Operating Supplies	59,722.14	24,476.90	35,245.24	41	18,329.57	18,329.57	75,337.31	20
710334 Copy Machine Expense	2,777.00	2,741.81	35.19	99	2,300.30	2,232.92	67.38	97
710350 Office Supplies	10,028.42	7,617.50	2,410.92	76	19,102.26	8,260.30	10,841.96	43
710355 Books and Subscriptions	2,210.00	926.39	1,283.61	42	2,663.00	1,700.49	962.51	64
710360 Postage	3,148.00	2,162.90	985.10	69	12,400.44	2,116.54	10,283.90	17
710361 Express and Courier		32.44	32.44					
710500 Other Expense	8,124.21	6,597.50	1,526.71	81	31,826.00	12,748.43	31,826.00	52
710502 Printing	11,851.72	9,911.27	1,940.45	84	24,573.00	869.00	11,824.57	87
710505 Rental Equipment		515.00	515.00		1,000.00	430.14	131.00	
710507 Network and Data Lines		478.83	478.83				430.14	

Washoe County Health District
 Epidemiology and Public Health Preparedness
 Pds 1-11, FY2011

Accounts	2011 Plan	2011 Actuals	Balance	Act%	2010 Plan	2010 Actual	Balance	Act%
710508 Telephone Land Lines	9,979.92	3,914.68	6,065.24	39	10,124.05	3,970.39	6,153.66	39
710509 Seminars and Meetings	3,798.00	9,289.00	5,491.00-	245	1,220.00	3,508.06	2,288.06-	288
710512 Auto Expense	100.00	488.08	388.08-	488	236.14	1,301.36	1,065.22-	551
710519 Cellular Phone	400.00	1,978.55	1,578.55-	495	580.00	2,359.38	1,779.38-	407
710529 Dues	850.00	960.00	110.00-	113	640.00	50.00	590.00	8
710535 Credit Card Fees	800.00	1,336.84	536.84-	167		819.80	819.80-	
710546 Advertising	1,070.00	3,648.84	2,578.84-	341	700.00	1,126.39	426.39-	161
710585 Undesignated Budget	3,155.00-		3,155.00-		31,540.05		31,540.05	
710590 Bad Debt Expense								
710703 Biologicals	4,146.68	412.61	3,734.07	10	4,300.68	390.00	390.00-	5
710721 Outpatient	3,000.00	1,013.84	1,986.16	34	3,000.00	224.22	4,076.46	22
710872 Food Purchases		491.88	491.88-			667.28	2,332.72	
711010 Utilities		180.00	180.00-			1,071.00	1,071.00-	
711100 ESD Asset Management		2,280.00	2,280.00-					
711113 Equip Srv Replace		593.48	593.48-					
711114 Equip Srv O & M		604.10	604.10-					
711115 Equip Srv Motor Pool	200.00	277.50	77.50-	139	200.00	504.75	504.75-	36
711117 ESD Fuel Charge		78.58	78.58-		1,200.00	72.50	127.50	
711119 Prop & Liab Billings		6,270.00	570.00	92	6,246.00	5,725.50	1,200.00	92
711210 Travel	6,840.00	15,741.47	53,182.77	23	54,281.00	8,024.95	520.50	15
711504 Equipment nonCapital	68,924.24	41,916.73	8,515.64	83	61,364.14	120,236.44	46,256.05	196
* Services and Supplies	50,432.37	245,678.20	283,455.53	46	1,743,923.96	279,791.75	1,464,132.21	16
* 104 Equipment Capital	529,133.73		230,621.00		279,716.50	87,704.12	192,012.38	31
* 104 Equipment Capital	230,621.00		230,621.00		279,716.50	87,704.12	192,012.38	31
** Expenses	2,647,995.87	1,625,764.89	1,022,230.98	61	4,167,973.73	1,917,449.47	2,250,524.26	46
*** Total	658,024.81	442,244.58	215,780.23	67	507,307.07	185,860.38	321,446.69	37

FY12 ADOPTED BUDGET
Report Date: 05/16/11

DBOH 6.23.11
Agenda Item
11

Administrative Health Services Division		
Administrative Health Services		
	Local	FY12
	170200	Totals
460512 Duplication Services	\$ -	\$ -
Revenue	\$ -	\$ -
701110 Base Salaries	\$ 893,611.79	\$ 893,611.79
701200 Incentive	\$ 12,650.00	\$ 12,650.00
701300 Overtime	\$ 1,000.00	\$ 1,000.00
Salaries and Wages	\$ 907,261.79	\$ 907,261.79
705110 Group Insurance	\$ 109,472.89	\$ 109,472.89
705210 Retirement	\$ 214,280.35	\$ 214,280.35
705215 Retirement C	\$ 410,797.00	\$ 410,797.00
705230 Medicare	\$ 13,059.07	\$ 13,059.07
705320 Workmens Comp	\$ 5,715.00	\$ 5,715.00
705330 Unemployment	\$ 1,350.00	\$ 1,350.00
Employee Benefits	\$ 754,674.31	\$ 754,674.31
710100 Professional Services	\$ 1,500.00	\$ 1,500.00
710105 Medical Service	\$ 100.00	\$ 100.00
710200 Service Contract	\$ 500.00	\$ 500.00
710205 Repairs Maint	\$ 200.00	\$ 200.00
710300 Operating Supplies	\$ 100.00	\$ 100.00
710334 Copy Machine Exp	\$ 2,500.00	\$ 2,500.00
710350 Office Supplies	\$ 5,500.00	\$ 5,500.00
710355 Books Subscriptions	\$ 1,000.00	\$ 1,000.00
710360 Postage	\$ 1,100.00	\$ 1,100.00
710361 Express Courier	\$ 100.00	\$ 100.00
710500 Other Exp	\$ 100.00	\$ 100.00
710502 Printing	\$ 1,250.00	\$ 1,250.00
710503 Licenses & Permits	\$ 1,700.00	\$ 1,700.00
710507 Network,Data	\$ 480.00	\$ 480.00
710508 Telephone Land Lines	\$ 3,580.00	\$ 3,580.00
710509 Seminars Mtgs	\$ 2,900.00	\$ 2,900.00
710512 Auto Exp	\$ 150.00	\$ 150.00
710519 Cell Phones	\$ 1,320.00	\$ 1,320.00
710529 Dues	\$ 2,800.00	\$ 2,800.00
710546 Advertising	\$ 150.00	\$ 150.00
710872 Food Purchases	\$ 150.00	\$ 150.00
711100 ESD Asset Mgm	\$ 312.00	\$ 312.00
711114 Equip Serv O & M	\$ 767.04	\$ 767.04
711117 ESD Fuel Charge	\$ 557.28	\$ 557.28
711119 Prop & Liability	\$ 7,005.00	\$ 7,005.00
711210 Travel	\$ 10,500.00	\$ 10,500.00
711504 Equip non-Capital	\$ 1,000.00	\$ 1,000.00
Services and Supplies	\$ 47,321.32	\$ 47,321.32
Expenditures	\$ 1,709,257.42	\$ 1,709,257.42
General Fund Tax Transfer	\$ 1,709,257.42	\$ 1,709,257.42

FY12 ADOPTED BUDGET
Report Date: 05/17/10

Air Quality Management Division						
	Air Quality Management					FY12 Totals
	Local 172300	Title V 172302	EPA 10019	PM 2.5 10021	Pollution Ctrl 20288	
422510 Air Pol Permits	\$ (345,000.00)	\$ (25,485.00)	\$ -	\$ -	\$ -	\$ (370,485.00)
431100 Federal Grants	\$ -	\$ -	\$ (646,899.00)	\$ (39,200.00)	\$ -	\$ (686,099.00)
432311 Pol Ctrl	\$ -	\$ -	\$ -	\$ -	\$ (297,006.07)	\$ (297,006.07)
460526 Plan Review-AQM	\$ (25,000.00)	\$ -	\$ -	\$ -	\$ -	\$ (25,000.00)
460527 NOE-AQM	\$ (76,000.00)	\$ -	\$ -	\$ -	\$ -	\$ (76,000.00)
460528 NESHAP-AQM	\$ (66,000.00)	\$ -	\$ -	\$ -	\$ -	\$ (66,000.00)
460529 Assessments-AQM	\$ (28,000.00)	\$ -	\$ -	\$ -	\$ -	\$ (28,000.00)
460530 Inspector Regis	\$ (3,115.00)	\$ -	\$ -	\$ -	\$ -	\$ (3,115.00)
460531 Dust Plan-AQM	\$ (165,000.00)	\$ -	\$ -	\$ -	\$ -	\$ (165,000.00)
Revenue	\$ (708,115.00)	\$ (25,485.00)	\$ (646,899.00)	\$ (39,200.00)	\$ (297,006.07)	\$ (1,716,705.07)
701110 Base Salaries	\$ 730,111.51	\$ 17,446.96	\$ 392,582.27	\$ 22,038.02	\$ 198,658.53	\$ 1,360,837.29
701130 Pooled Positions	\$ -	\$ -	\$ 8,000.00	\$ -	\$ -	\$ 8,000.00
701200 Incentive	\$ 11,864.00	\$ 609.50	\$ 6,843.00	\$ 110.00	\$ 2,973.50	\$ 22,400.00
701300 Overtime	\$ 500.00	\$ -	\$ -	\$ 7,099.56	\$ -	\$ 7,599.56
Salaries and Wages	\$ 742,475.51	\$ 18,056.46	\$ 407,425.27	\$ 29,247.58	\$ 201,632.03	\$ 1,398,836.85
705110 Group Insurance	\$ 97,872.60	\$ 1,769.24	\$ 49,725.84	\$ 3,302.71	\$ 24,370.33	\$ 177,040.72
705210 Retirement	\$ 175,430.46	\$ 4,268.60	\$ 94,436.33	\$ 5,237.04	\$ 47,672.55	\$ 327,044.98
705230 Medicare	\$ 9,710.81	\$ -	\$ 5,560.29	\$ 312.67	\$ 2,860.16	\$ 18,443.93
705320 Workmens Comp	\$ 6,400.80	\$ -	\$ 762.00	\$ -	\$ 381.00	\$ 7,543.80
705330 Unemployment	\$ 1,512.00	\$ -	\$ 180.00	\$ -	\$ 90.00	\$ 1,782.00
Employee Benefits	\$ 290,926.67	\$ 6,037.84	\$ 150,664.46	\$ 8,852.42	\$ 75,374.04	\$ 531,855.43
710100 Professional Services	\$ 500.00	\$ -	\$ 27,709.27	\$ -	\$ -	\$ 28,209.27
710105 Medical Services	\$ 1,316.00	\$ -	\$ -	\$ -	\$ -	\$ 1,316.00
710200 Service Contract	\$ 500.00	\$ -	\$ -	\$ -	\$ -	\$ 500.00
710205 Repairs Maint	\$ 730.00	\$ -	\$ 6,000.00	\$ -	\$ -	\$ 6,730.00
710300 Operating Supplies	\$ 500.00	\$ -	\$ 2,000.00	\$ 1,100.00	\$ -	\$ 3,600.00
710334 Copy Machine Exp	\$ 4,400.00	\$ -	\$ -	\$ -	\$ -	\$ 4,400.00
710350 Office Supplies	\$ 3,500.00	\$ -	\$ -	\$ -	\$ -	\$ 3,500.00
710355 Books Subscriptions	\$ 224.00	\$ -	\$ -	\$ -	\$ -	\$ 224.00
710360 Postage	\$ 2,900.00	\$ -	\$ -	\$ -	\$ -	\$ 2,900.00
710361 Express Courier	\$ 75.00	\$ -	\$ -	\$ -	\$ -	\$ 75.00
710500 Other Exp	\$ 100.00	\$ -	\$ -	\$ -	\$ -	\$ 100.00
710502 Printing	\$ 800.00	\$ -	\$ -	\$ -	\$ -	\$ 800.00
710503 Licenses & Perm	\$ 135.00	\$ -	\$ -	\$ -	\$ -	\$ 135.00
710505 Rental Equip	\$ 1,800.00	\$ -	\$ -	\$ -	\$ -	\$ 1,800.00
710508 Telephone Land Lines	\$ 6,500.00	\$ -	\$ -	\$ -	\$ -	\$ 6,500.00
710509 Seminars Mtgs	\$ 1,500.00	\$ -	\$ 2,000.00	\$ -	\$ -	\$ 3,500.00
710512 Auto Exp	\$ 1,000.00	\$ -	\$ -	\$ -	\$ -	\$ 1,000.00
710519 Cell Phones	\$ 4,700.00	\$ -	\$ -	\$ -	\$ -	\$ 4,700.00
710529 Dues	\$ 435.00	\$ -	\$ -	\$ -	\$ -	\$ 435.00
710535 Credit Card Fee	\$ 1,500.00	\$ -	\$ -	\$ -	\$ -	\$ 1,500.00
710546 Advertising	\$ 1,000.00	\$ -	\$ -	\$ -	\$ -	\$ 1,000.00
710577 Uniforms & Spec	\$ -	\$ -	\$ 1,100.00	\$ -	\$ -	\$ 1,100.00
711100 ESD Asset Mgm	\$ 2,808.00	\$ -	\$ -	\$ -	\$ -	\$ 2,808.00
711113 Equip Serv Replaceme	\$ 13,719.96	\$ -	\$ -	\$ -	\$ -	\$ 13,719.96
711114 Equip Serv O & M	\$ 12,963.22	\$ -	\$ -	\$ -	\$ -	\$ 12,963.22
711117 ESD Fuel Charge	\$ 10,520.54	\$ -	\$ -	\$ -	\$ -	\$ 10,520.54
711119 Prop & Liability	\$ 9,246.60	\$ -	\$ -	\$ -	\$ -	\$ 9,246.60
711210 Travel	\$ 3,000.00	\$ -	\$ 8,000.00	\$ -	\$ -	\$ 11,000.00
711504 Equip non-Capital	\$ -	\$ -	\$ 4,000.00	\$ -	\$ -	\$ 4,000.00
Services and Supplies	\$ 86,373.32	\$ -	\$ 50,809.27	\$ 1,100.00	\$ -	\$ 138,282.59
781004 Equip Capital	\$ -	\$ -	\$ 38,000.00	\$ -	\$ 20,000.00	\$ 58,000.00
Capital Outlay	\$ -	\$ -	\$ 38,000.00	\$ -	\$ 20,000.00	\$ 58,000.00
Expenditures	\$ 1,119,775.50	\$ 24,094.30	\$ 646,899.00	\$ 39,200.00	\$ 297,006.07	\$ 2,126,974.87
General Fund Tax Transfer	\$ 411,660.50	\$ (1,390.70)	\$ -	\$ -	\$ -	\$ 410,269.80

FY12 ADOPTED BUDGET
Report Date: 05/16/11

Community & Clinical Health Services Division				
Chronic Disease & Injury Prevention				
	Health Ed	Tobacco Ctrl	CD-Child Care	FY12
	170800	10010	171104	Totals
431100 Federal Grants	\$ -	\$ (113,000.00)		\$ (113,000.00)
460570 Education Revenue	\$ -	\$ -	\$ (11,000.00)	\$ (11,000.00)
Revenue	\$ -	\$ (113,000.00)	\$ (11,000.00)	\$ (124,000.00)
701110 Base Salaries	\$ 117,236.07	\$ 64,625.14	\$ 4,302.07	\$ 186,163.28
701120 Part Time	\$ 30,519.43	\$ -	\$ 15,031.88	\$ 45,551.31
701200 Incentive	\$ 1,355.00	\$ 950.00	\$ 210.00	\$ 2,515.00
701412 Salary Adjust	\$ 950.00	\$ -	\$ 198.00	\$ 1,148.00
Salaries and Wages	\$ 150,060.50	\$ 65,575.14	\$ 19,741.95	\$ 235,377.59
705110 Group Insurance	\$ 20,963.84	\$ 15,181.95	\$ 3,302.27	\$ 39,448.06
705210 Retirement	\$ 35,255.69	\$ 15,504.16	\$ 4,620.86	\$ 55,380.71
705230 Medicare	\$ 2,116.58	\$ 839.23	\$ 283.46	\$ 3,239.27
705320 Workmens Comp	\$ 1,573.53	\$ 381.00	\$ -	\$ 1,954.53
705330 Unemployment	\$ 371.70	\$ 90.00	\$ -	\$ 461.70
Employee Benefits	\$ 60,281.34	\$ 31,996.34	\$ 8,206.59	\$ 100,484.27
710100 Professional Services	\$ 46,958.33	\$ 7,000.00	\$ -	\$ 53,958.33
710300 Operating Supplies	\$ 3,500.00	\$ 639.00	\$ -	\$ 4,139.00
710334 Copy Machine Exp	\$ 250.00	\$ 50.00	\$ 100.00	\$ 400.00
710350 Office Supplies	\$ 200.00	\$ 400.00	\$ -	\$ 600.00
710360 Postage	\$ 50.00	\$ 100.00	\$ -	\$ 150.00
710361 Express Courier	\$ -	\$ 25.00	\$ -	\$ 25.00
710500 Other Expenses	\$ 50.00	\$ 700.00	\$ -	\$ 750.00
710502 Printing	\$ 500.00	\$ 150.00	\$ 125.00	\$ 775.00
710507 Network, Data	\$ -	\$ 480.00	\$ -	\$ 480.00
710508 Telephone Land Lines	\$ 480.00	\$ 300.00	\$ -	\$ 780.00
710509 Seminars Mtgs	\$ 700.00	\$ 200.00	\$ -	\$ 900.00
710512 Auto Exp	\$ 425.00	\$ 350.00	\$ 10.00	\$ 785.00
710529 Dues	\$ 100.00	\$ 50.00	\$ -	\$ 150.00
710535 Credit Card Fees	\$ -	\$ -	\$ 10.00	\$ 10.00
710546 Advertising	\$ -	\$ 4,484.52	\$ -	\$ 4,484.52
711119 Prop & Liability Billing	\$ 2,395.71	\$ -	\$ -	\$ 2,395.71
711210 Travel	\$ 1,500.00	\$ 500.00	\$ -	\$ 2,000.00
Services and Supplies	\$ 57,109.04	\$ 15,428.52	\$ 245.00	\$ 72,782.56
Expenditures	\$ 267,450.88	\$ 113,000.00	\$ 28,193.54	\$ 408,644.42
General Fund Tax Transfer	\$ 267,450.88	\$ -	\$ 17,193.54	\$ 284,644.42

FY12 ADOPTED BUDGET
Report Date: 05/16/11

Community & Clinical Health Services Division		
Community & Clinical Health Services		
	Local	FY12
	171100	Totals
701110 Base Salaries	\$ 120,917.67	\$ 120,917.67
701120 Part Time	\$ 56,939.14	\$ 56,939.14
701200 Incentive Longevity	\$ 500.00	\$ 500.00
701412 Salary Adjus	\$ 1,700.00	\$ 1,700.00
Salaries and Wages	\$ 180,056.81	\$ 180,056.81
705110 Group Insurance	\$ 18,034.00	\$ 18,034.00
705210 Retirement	\$ 42,154.66	\$ 42,154.66
705230 Medicare	\$ 2,544.25	\$ 2,544.25
705320 Workmens Comp	\$ 666.75	\$ 666.75
705330 Unemployment	\$ 157.50	\$ 157.50
Employee Benefits	\$ 63,557.16	\$ 63,557.16
710100 Professional Services	\$ 750.00	\$ 750.00
710300 Operating Supplies	\$ 50.00	\$ 50.00
710334 Copy Machine Exp	\$ 4,500.00	\$ 4,500.00
710350 Office Supplies	\$ 500.00	\$ 500.00
710355 Books Subscriptions	\$ 500.00	\$ 500.00
710360 Postage	\$ 100.00	\$ 100.00
710361 Express Courier	\$ 50.00	\$ 50.00
710500 Other Expense	\$ 100.00	\$ 100.00
710502 Printing	\$ 100.00	\$ 100.00
710503 License & Permits	\$ 350.00	\$ 350.00
710508 Telephone Land Lines	\$ 1,500.00	\$ 1,500.00
710509 Seminars Mtgs	\$ 2,000.00	\$ 2,000.00
710512 Auto Exp	\$ 350.00	\$ 350.00
710529 Dues	\$ 500.00	\$ 500.00
710546 Advertising	\$ 120.00	\$ 120.00
711119 Prop & Liability	\$ 817.25	\$ 817.25
711210 Travel	\$ 5,100.00	\$ 5,100.00
711504 Equip non-Capital	\$ 1,000.00	\$ 1,000.00
Services and Supplies	\$ 18,387.25	\$ 18,387.25
Expenditures	\$ 262,001.22	\$ 262,001.22
General Fund Tax Transfer	\$ 262,001.22	\$ 262,001.22

FY12 ADOPTED BUDGET

Report Date: 05/16/11

Administrative Health Services Division		
Emergency Medical Services		
	Local	FY12
	170400	Totals
701110 Base Salaries	\$ 71,410.12	\$ 71,410.12
701120 Part Time	\$ 24,218.74	\$ 24,218.74
701200 Incentive Longevity	\$ 1,400.00	\$ 1,400.00
701300 Overtime	\$ 100.00	\$ 100.00
Salaries and Wages	\$ 97,128.86	\$ 97,128.86
705110 Group Insurance	\$ 10,358.23	\$ 10,358.23
705210 Retirement	\$ 17,214.52	\$ 17,214.52
705230 Medicare	\$ 1,355.76	\$ 1,355.76
705320 Workmens Comp	\$ 533.40	\$ 533.40
705330 Unemployment	\$ 126.00	\$ 126.00
Employee Benefits	\$ 29,587.91	\$ 29,587.91
710100 Prof Services	\$ 8,000.00	\$ 8,000.00
710334 Copy Machine Exp	\$ 180.00	\$ 180.00
710350 Office Supplies	\$ 200.00	\$ 200.00
710355 Books Subscriptions	\$ 350.00	\$ 350.00
710360 Postage	\$ 50.00	\$ 50.00
710502 Printing	\$ 30.00	\$ 30.00
710503 Licenses & Permits	\$ 150.00	\$ 150.00
710508 Telephone Land Lines	\$ 260.00	\$ 260.00
710509 Seminars Mtgs	\$ 1,500.00	\$ 1,500.00
710512 Auto Exp	\$ 1,000.00	\$ 1,000.00
711119 Prop & Liability	\$ 653.80	\$ 653.80
711210 Travel	\$ 3,500.00	\$ 3,500.00
711504 Equip non-Capital	\$ 150.00	\$ 150.00
Services and Supplies	\$ 16,023.80	\$ 16,023.80
Expenditures	\$ 142,740.57	\$ 142,740.57
General Fund Tax Transfer	\$ 142,740.57	\$ 142,740.57

FY12 ADOPTED BUDGET
Report Date: 05/16/11

Environmental Health Services Division			
Environmental Health Services			
	Local	IT Overlay	FY12
	172400	172402	Totals
422503 Environ Permits	\$ (8,900.00)	\$ -	\$ (8,900.00)
422504 Pool Permits	\$ (63,000.00)	\$ -	\$ (63,000.00)
422505 RV Permits	\$ (9,700.00)	\$ -	\$ (9,700.00)
422508 Water Well Const Perm	\$ (27,000.00)	\$ -	\$ (27,000.00)
422511 ISDS Permits	\$ (47,000.00)	\$ -	\$ (47,000.00)
422513 Special Event Perm	\$ (74,000.00)	\$ -	\$ (74,000.00)
Licenses and Permits	\$ (229,600.00)	\$ -	\$ (229,600.00)
460510 IT Overlay	\$ -	\$ (96,800.00)	\$ (96,800.00)
460513 Other Health Serv	\$ (2,700.00)	\$ -	\$ (2,700.00)
460520 Eng Serv Health	\$ (42,000.00)	\$ -	\$ (42,000.00)
460521 Plan Review - Pool	\$ (2,500.00)	\$ -	\$ (2,500.00)
460534 Child Care Insp	\$ (8,000.00)		\$ (8,000.00)
460535 Pub Accomod Ins	\$ (16,000.00)		\$ (16,000.00)
460570 Education Rev	\$ (2,400.00)		\$ (2,400.00)
Charges and Services	\$ (73,600.00)	\$ (96,800.00)	\$ (170,400.00)
Revenue	(303,200.00)	(96,800.00)	(400,000.00)
701110 Base Salaries	\$ 1,089,687.35	\$ -	\$ 1,089,687.35
701130 Pooled Positions	\$ 9,000.00	\$ -	\$ 9,000.00
701140 Holiday Work	\$ 1,200.00	\$ -	\$ 1,200.00
701200 Incentive	\$ 22,201.00	\$ -	\$ 22,201.00
701300 Overtime	\$ 25,500.00	\$ -	\$ 25,500.00
701406 Standby	\$ 30,000.00	\$ -	\$ 30,000.00
701408 Call Back	\$ 3,000.00	\$ -	\$ 3,000.00
701500 Merit Awards	\$ (23,204.66)	\$ -	\$ (23,204.66)
Salaries and Wages	\$ 1,157,383.69	\$ -	\$ 1,157,383.69
705110 Group Insurance	\$ 155,154.88	\$ -	\$ 155,154.88
705210 Retirement	\$ 262,885.19	\$ -	\$ 262,885.19
705230 Medicare	\$ 13,224.72	\$ -	\$ 13,224.72
705320 Workmens Comp	\$ 6,477.00	\$ -	\$ 6,477.00
705330 Unemployment	\$ 1,530.00	\$ -	\$ 1,530.00
Employee Benefits	\$ 439,271.79	\$ -	\$ 439,271.79
710105 Medical Services	\$ 6,048.00	\$ -	\$ 6,048.00
710200 Service contract	\$ 1,300.00	\$ -	\$ 1,300.00
710205 Repairs Maint	\$ 200.00	\$ -	\$ 200.00
710300 Operating Supplies	\$ 1,150.00	\$ -	\$ 1,150.00
710302 Small Tools	\$ 250.00	\$ -	\$ 250.00
710319 Chemical Supplies	\$ 150.00	\$ -	\$ 150.00
710334 Copy Machine Exp	\$ 1,750.00	\$ -	\$ 1,750.00
710350 Office Supplies	\$ 7,750.00	\$ -	\$ 7,750.00
710355 Books Subscriptions	\$ 1,200.00	\$ -	\$ 1,200.00
710360 Postage	\$ 8,000.00		\$ 8,000.00
710361 Express Courier	\$ 25.00	\$ -	\$ 25.00
710502 Printing	\$ 1,700.00	\$ -	\$ 1,700.00
710503 Licenses & Permits	\$ 2,455.00	\$ -	\$ 2,455.00
710507 Network Data Li	\$ 2,500.00	\$ -	\$ 2,500.00
710508 Telephone Land Lines	\$ 6,000.00	\$ -	\$ 6,000.00
710509 Seminars Mtgs	\$ 3,325.00	\$ -	\$ 3,325.00
710512 Auto Exp	\$ 50.00	\$ -	\$ 50.00
710519 Cell Phones	\$ 5,000.00	\$ -	\$ 5,000.00
710529 Dues	\$ 315.00	\$ -	\$ 315.00
710535 Credit Card Fee	\$ 2,500.00	\$ -	\$ 2,500.00
710546 Advertising	\$ 350.00	\$ -	\$ 350.00
710585 Undesig Budget	\$ -	\$ 78,700.00	\$ 78,700.00
711100 ESD Asset Mgm	\$ 3,432.00	\$ -	\$ 3,432.00
711113 Equip Serv Replacement	\$ 9,980.40	\$ -	\$ 9,980.40
711114 Equip Serv O & M	\$ 14,359.00	\$ -	\$ 14,359.00
711117 ESD Fuel Charge	\$ 10,729.58	\$ -	\$ 10,729.58
711119 Prop & Liability	\$ 8,406.00	\$ -	\$ 8,406.00
711210 Travel	\$ 10,000.00	\$ -	\$ 10,000.00
711504 Equip non-Capital	\$ 8,000.00	\$ -	\$ 8,000.00
Services and Supplies	\$ 116,924.98	\$ 78,700.00	\$ 195,624.98
Expenditures	\$ 1,713,580.46	\$ 78,700.00	\$ 1,792,280.46
General Fund Tax Transfer	\$ 1,410,380.46	\$ (18,100.00)	\$ 1,392,280.46

FY12 ADOPTED BUDGET

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Epidemiology & Public Health Preparedness Division		
Epidemiological Surveillance		
	Local	FY12
	171700	Total
701110 Base Salaries	\$ 479,369.25	\$ 479,369.25
701130 Pooled Position	\$ 500.00	\$ 500.00
701200 Incentive	\$ 3,783.00	\$ 3,783.00
701300 Overtime	\$ 500.00	\$ 500.00
Salaries and Wages	\$ 484,152.25	\$ 484,152.25
705110 Group Insurance	\$ 71,954.60	\$ 71,954.60
705210 Retirement	\$ 114,242.85	\$ 114,242.85
705230 Medicare	\$ 6,724.07	\$ 6,724.07
705320 Workmens Comp	\$ 2,781.30	\$ 2,781.30
705330 Unemployment	\$ 657.00	\$ 657.00
Employee Benefits	\$ 196,359.82	\$ 196,359.82
710100 Professional Services	\$ 1,500.00	\$ 1,500.00
710105 Medical Services	\$ 100.00	\$ 100.00
710108 MD Consultants	\$ 12,000.00	\$ 12,000.00
710200 Service Contract	\$ 200.00	\$ 200.00
710300 Operating Supplies	\$ 50.00	\$ 50.00
710334 Copy Machine Exp	\$ 750.00	\$ 750.00
710350 Office Supplies	\$ 1,000.00	\$ 1,000.00
710355 Books Subscriptions	\$ 600.00	\$ 600.00
710360 Postage	\$ 100.00	\$ 100.00
710502 Printing	\$ 75.00	\$ 75.00
710508 Telephone Land Lines	\$ 2,000.00	\$ 2,000.00
710509 Seminars Mtgs	\$ 1,200.00	\$ 1,200.00
710512 Auto Exp	\$ 225.00	\$ 225.00
710519 Cell Phones	\$ 150.00	\$ 150.00
710529 Dues	\$ 40.00	\$ 40.00
710546 Advertising	\$ 120.00	\$ 120.00
710703 Biologicals	\$ 100.00	\$ 100.00
710721 Outpatient	\$ 2,135.00	\$ 2,135.00
711100 ESD Assest Mgm	\$ 2,496.00	\$ 2,496.00
711113 Equip Srv Rep	\$ 492.72	\$ 492.72
711114 Equip Srv O & M	\$ 1,682.00	\$ 1,682.00
711119 Prop & Liability	\$ 3,409.10	\$ 3,409.10
711210 Travel	\$ 5,000.00	\$ 5,000.00
711504 Equip non-Capital	\$ 250.00	\$ 250.00
Services and Supplies	\$ 35,674.82	\$ 35,674.82
Expenditures	\$ 716,186.89	\$ 716,186.89
General Fund Tax Transfer	\$ 716,186.89	\$ 716,186.89

FY12 ADOPTED BUDGET
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Community & Clinical Health Services Division					
Family Planning					
	Local	Title X	WHC	Program Income	FY12
	173000	10025	10026	10478	Totals
431100 Federal Grants	\$ -	\$ (785,000.00)	\$ (5,000.00)	\$ -	\$ (790,000.00)
460501 Medicaid Clinic	\$ -	\$ -	\$ -	\$ (9,300.00)	\$ (9,300.00)
460516 Pgm Inc - 3rd Party	\$ -	\$ -	\$ -	\$ (1,000.00)	\$ (1,000.00)
460524 Family Planning	\$ -	\$ -	\$ -	\$ (44,000.00)	\$ (44,000.00)
Revenue	\$ -	\$ (785,000.00)	\$ (5,000.00)	\$ (54,300.00)	\$ (844,300.00)
484050 Donation Fed	\$ -	\$ -	\$ -	\$ (23,750.00)	\$ (23,750.00)
Miscellaneous	\$ -	\$ -	\$ -	\$ (23,750.00)	\$ (23,750.00)
701110 Base Salaries	\$ 103,034.75	\$ 239,465.96	\$ -	\$ -	\$ 342,500.71
701120 Part Time	\$ -	\$ 182,553.47	\$ -	\$ -	\$ 182,553.47
701130 Pooled Positions	\$ -	\$ 500.00	\$ -	\$ -	\$ 500.00
701200 Incentive	\$ 3,540.50	\$ 5,742.00	\$ -	\$ -	\$ 9,282.50
701412 Salary Adjustment	\$ (1,648.00)	\$ (16,483.40)	\$ 5,000.00	\$ -	\$ (13,131.40)
Salaries and Wages	\$ 104,927.25	\$ 411,778.03	\$ 5,000.00	\$ -	\$ 521,705.28
705110 Group Insurance	\$ 21,175.42	\$ 76,247.46	\$ -	\$ -	\$ 97,422.88
705210 Retirement	\$ 25,194.92	\$ 101,138.11	\$ -	\$ -	\$ 126,333.03
705230 Medicare	\$ 1,489.46	\$ 4,827.50	\$ -	\$ -	\$ 6,316.96
705320 Workmens Comp	\$ 1,143.00	\$ 2,114.55	\$ -	\$ -	\$ 3,257.55
705330 Unemployment	\$ 270.00	\$ 499.50	\$ -	\$ -	\$ 769.50
Employee Benefits	\$ 49,272.80	\$ 184,827.12	\$ -	\$ -	\$ 234,099.92
710100 Professional Services	\$ -	\$ 9,088.00	\$ -	\$ -	\$ 9,088.00
710108 MD Consultants	\$ -	\$ 13,350.00	\$ -	\$ -	\$ 13,350.00
710200 Service Contr	\$ -	\$ 240.00	\$ -	\$ -	\$ 240.00
710205 Repairs Maint	\$ -	\$ 250.00	\$ -	\$ -	\$ 250.00
710300 Operating Supplies	\$ -	\$ 20,000.00	\$ -	\$ -	\$ 20,000.00
710334 Copy Machine Exp	\$ -	\$ 1,500.00	\$ -	\$ -	\$ 1,500.00
710350 Office Supplies	\$ -	\$ 2,500.00	\$ -	\$ -	\$ 2,500.00
710355 Books Subscriptions	\$ -	\$ 500.00	\$ -	\$ -	\$ 500.00
710360 Postage	\$ -	\$ 1,100.00	\$ -	\$ -	\$ 1,100.00
710361 Express Courier	\$ -	\$ 50.00	\$ -	\$ -	\$ 50.00
710500 Other Exp	\$ -	\$ 500.00	\$ -	\$ -	\$ 500.00
710502 Printing	\$ -	\$ 750.00	\$ -	\$ -	\$ 750.00
710503 Licenses & Permits	\$ -	\$ 1,000.00	\$ -	\$ -	\$ 1,000.00
710508 Telephone Land Lines	\$ -	\$ 2,684.00	\$ -	\$ -	\$ 2,684.00
710509 Seminars Mtgs	\$ -	\$ 500.00	\$ -	\$ -	\$ 500.00
710512 Auto Exp	\$ -	\$ 50.00	\$ -	\$ -	\$ 50.00
710529 Dues	\$ -	\$ 700.00	\$ -	\$ -	\$ 700.00
710535 Credit Card Fee	\$ -	\$ 365.00	\$ -	\$ -	\$ 365.00
710546 Advertising	\$ -	\$ 2,000.00	\$ -	\$ -	\$ 2,000.00
710703 Biologicals	\$ -	\$ 90,000.00	\$ -	\$ -	\$ 90,000.00
710721 Outpatient	\$ -	\$ 30,000.00	\$ -	\$ -	\$ 30,000.00
710872 Food Purchase	\$ -	\$ 75.00	\$ -	\$ -	\$ 75.00
711010 Utilities	\$ -	\$ 1,700.00	\$ -	\$ -	\$ 1,700.00
711119 Prop & Liability	\$ -	\$ 3,992.85	\$ -	\$ -	\$ 3,992.85
711210 Travel	\$ -	\$ 5,000.00	\$ -	\$ -	\$ 5,000.00
711504 Equip non-Capital	\$ -	\$ 500.00	\$ -	\$ -	\$ 500.00
Services and Supplies	\$ -	\$ 188,394.85	\$ -	\$ -	\$ 188,394.85
Expenditures	\$ 154,200.05	\$ 785,000.00	\$ 5,000.00	\$ -	\$ 944,200.05
General Fund Tax Transfer	\$ 154,200.05	\$ -	\$ -	\$ (78,050.00)	\$ 76,150.05

FY12 ADOPTED BUDGET
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Environmental Health Services Division		
Food Program		
	Local	FY12
	172404	Totals
422507 Food Serv Permits	\$ (342,000.00)	\$ (342,000.00)
422514 Initial Application	\$ (25,000.00)	\$ (25,000.00)
460514 Food Service Certs	\$ (9,000.00)	\$ (9,000.00)
460523 Plan Review-Food Fac	\$ (17,000.00)	\$ (17,000.00)
Revenue	\$ (393,000.00)	\$ (393,000.00)
701110 Base Salaries	\$ 1,222,303.07	\$ 1,222,303.07
701130 Pooled Position	\$ 22,000.00	\$ 22,000.00
701200 Incentive	\$ 16,850.00	\$ 16,850.00
701300 Overtime	\$ 5,000.00	\$ 5,000.00
Salaries and Wages	\$ 1,266,153.07	\$ 1,266,153.07
705110 Group Insurance	\$ 188,982.23	\$ 188,982.23
705210 Retirement	\$ 292,990.90	\$ 292,990.90
705230 Medicare	\$ 17,140.16	\$ 17,140.16
705320 Workmens Comp	\$ 7,010.40	\$ 7,010.40
705330 Unemployment	\$ 1,656.00	\$ 1,656.00
Employee Benefits	\$ 507,779.69	\$ 507,779.69
710300 Operating Supplies	\$ 900.00	\$ 900.00
710319 Chemical Supp	\$ 300.00	\$ 300.00
710334 Copy Machine Exp	\$ 300.00	\$ 300.00
710350 Office Supplies	\$ 500.00	\$ 500.00
710355 Books/Subscrip	\$ 200.00	\$ 200.00
710360 Postage	\$ 850.00	\$ 850.00
710361 Express Courier	\$ 50.00	\$ 50.00
710502 Printing	\$ 800.00	\$ 800.00
710508 Telephone Landlines	\$ 2,000.00	\$ 2,000.00
710509 Seminars Meetings	\$ 2,000.00	\$ 2,000.00
710535 Credit Card Fee	\$ 1,000.00	\$ 1,000.00
711100 ESD Asset Mgm	\$ 4,056.00	\$ 4,056.00
711113 Equip Srv Rep	\$ 14,089.20	\$ 14,089.20
711114 Equip Srv O & M	\$ 11,740.66	\$ 11,740.66
711117 ESD Fuel Char	\$ 8,535.66	\$ 8,535.66
711119 Prop & Liability	\$ 8,592.80	\$ 8,592.80
711210 Travel	\$ 10,000.00	\$ 10,000.00
Services and Supplies	\$ 65,914.32	\$ 65,914.32
Expenditures	\$ 1,839,847.08	\$ 1,839,847.08
General Fund Tax Transfer	\$ 1,446,847.08	\$ 1,446,847.08

FY12 ADOPTED BUDGET
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Environmental Health Services Division		
Hazardous Waste		
	Grant	FY12
	10022	Totals
432100 State Grants	\$ (75,000.00)	\$ (75,000.00)
Revenue	\$ (75,000.00)	\$ (75,000.00)
701110 Base Salaries	\$ 53,022.68	\$ 53,022.68
701200 Incentive	\$ 846.50	\$ 846.50
701412 Salary Adjustment	\$ (554.14)	\$ (554.14)
Salaries and Wages	\$ 53,315.04	\$ 53,315.04
705110 Group Insurance	\$ 7,725.91	\$ 7,725.91
705210 Retirement	\$ 12,736.28	\$ 12,736.28
705230 Medicare	\$ 751.77	\$ 751.77
705320 Workmens Comp	\$ 381.00	\$ 381.00
705330 Unemployment	\$ 90.00	\$ 90.00
Employee Benefits	\$ 21,684.96	\$ 21,684.96
Expenditures	\$ 75,000.00	\$ 75,000.00
General Fund Tax Transfer	\$ -	\$ -

FY12 ADOPTED BUDGET

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Community & Clinical Health Services Division				
Home Visiting				
	Local	Teen Hlth Mall	Block Grant	FY12
	170600	10007	10828	Totals
431100 Federal Grant	\$ -	\$ -	\$ (33,060.00)	\$ (33,060.00)
432100 State Grant	\$ -	\$ (24,940.00)	\$ -	\$ (24,940.00)
Revenue	\$ -	\$ (24,940.00)	\$ (33,060.00)	\$ (58,000.00)
701110 Base Salaries	\$ 217,408.65	\$ 12,906.21	\$ 23,534.85	\$ 253,849.71
701120 Part Time	\$ 25,812.41	\$ -	\$ -	\$ 25,812.41
701130 Pooled Positions	\$ 29,892.75	\$ -	\$ -	\$ 29,892.75
701200 Incentive	\$ 2,732.00	\$ 272.00	\$ 496.00	\$ 3,500.00
701300 Overtime	\$ 200.00	\$ -	\$ -	\$ 200.00
701412 Salary Adjustment	\$ (43.45)	\$ 230.51	\$ (187.06)	\$ -
Salaries and Wages	\$ 276,002.36	\$ 13,408.72	\$ 23,843.79	\$ 313,254.87
705110 Group Insurance	\$ 36,621.03	\$ 1,757.98	\$ 3,205.47	\$ 41,584.48
705210 Retirement	\$ 58,153.76	\$ 3,115.67	\$ 5,681.54	\$ 66,950.97
705230 Medicare	\$ 2,967.76	\$ 180.63	\$ 329.20	\$ 3,477.59
705320 Workmens Comp	\$ 1,752.60	\$ -	\$ -	\$ 1,752.60
705330 Unemployment	\$ 414.00	\$ -	\$ -	\$ 414.00
Employee Benefits	\$ 99,909.15	\$ 5,054.28	\$ 9,216.21	\$ 114,179.64
710100 Professional Services	\$ 825.00	\$ -	\$ -	\$ 825.00
710205 Repairs Maintenance	\$ 50.00	\$ -	\$ -	\$ 50.00
710300 Operating Supplies	\$ 1,250.00	\$ 1,875.00	\$ -	\$ 3,125.00
710334 Copy Machine Exp	\$ 950.00	\$ -	\$ -	\$ 950.00
710350 Office Supplies	\$ 500.00	\$ -	\$ -	\$ 500.00
710360 Postage	\$ 50.00	\$ -	\$ -	\$ 50.00
710361 Express Courier	\$ 20.00	\$ -	\$ -	\$ 20.00
710500 Other Expenses	\$ 100.00	\$ 1,750.00	\$ -	\$ 1,850.00
710502 Printing	\$ 250.00	\$ 160.00	\$ -	\$ 410.00
710503 Licenses & Permits	\$ 150.00	\$ -	\$ -	\$ 150.00
710508 Telephone Land Lines	\$ 600.00	\$ -	\$ -	\$ 600.00
710509 Seminars Mtgs	\$ 500.00	\$ -	\$ -	\$ 500.00
710512 Auto Exp	\$ 5,100.00	\$ 639.00	\$ -	\$ 5,739.00
710519 Cell Phone	\$ 300.00	\$ -	\$ -	\$ 300.00
710703 Biologicals	\$ -	\$ 746.00	\$ -	\$ 746.00
710872 Food Purchases	\$ -	\$ 201.00	\$ -	\$ 201.00
711119 Prop & Liability	\$ 2,148.20	\$ -	\$ -	\$ 2,148.20
711210 Travel	\$ 1,000.00	\$ 1,106.00	\$ -	\$ 2,106.00
Services and Supplies	\$ 13,793.20	\$ 6,477.00	\$ -	\$ 20,270.20
Expenditures	\$ 389,704.71	\$ 24,940.00	\$ 33,060.00	\$ 447,704.71
General Fund Tax Transfer	\$ 389,704.71	\$ -	\$ -	\$ 389,704.71

FY12 ADOPTED BUDGET
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Community & Clinical Health Services Division					
Immunizations					
	Local	Base	Program Income	Adult Viral Hep	FY12
	173500	10028	10479	10842	Totals
431100 Federal Grants	\$ -	\$ (292,556.00)	\$ -	\$ (17,125.00)	\$ (309,681.00)
460500 Other Immunizations	\$ -	\$ -	\$ (89,000.00)	\$ -	\$ (89,000.00)
460501 Medicaid Clinic	\$ -	\$ -	\$ (27,000.00)	\$ -	\$ (27,000.00)
460503 Child Immunizations	\$ -	\$ -	\$ (59,000.00)	\$ -	\$ (59,000.00)
460515 Medicare Reimbursement	\$ -	\$ -	\$ (300.00)	\$ -	\$ (300.00)
460517 Influenza Immunizations	\$ -	\$ -	\$ (7,000.00)	\$ -	\$ (7,000.00)
Revenue	\$ -	\$ (292,556.00)	\$ (182,300.00)	\$ (17,125.00)	\$ (491,981.00)
484050 Donation Fed	\$ -	\$ -	\$ (14,000.00)	\$ -	\$ (14,000.00)
Miscellaneous	\$ -	\$ -	\$ (14,000.00)	\$ -	\$ (14,000.00)
701110 Base Salaries	\$ 446,535.25	\$ 130,308.55	\$ -	\$ -	\$ 576,843.80
701120 Part Time	\$ 7,516.07	\$ 60,810.90	\$ -	\$ -	\$ 68,326.97
701130 Pooled Positions	\$ 50,700.00	\$ -	\$ -	\$ 2,100.00	\$ 52,800.00
701200 Incentive	\$ 10,589.50	\$ 2,015.00	\$ -	\$ -	\$ 12,604.50
701300 Overtime	\$ 500.00	\$ 7,326.69	\$ -	\$ -	\$ 7,826.69
701412 Salary Adjustment	\$ (9,606.28)	\$ 1,513.00	\$ -	\$ -	\$ (8,093.28)
Salaries and Wages	\$ 506,234.54	\$ 201,974.14	\$ -	\$ 2,100.00	\$ 710,308.68
705110 Group Insurance	\$ 72,044.23	\$ 26,301.91	\$ -	\$ -	\$ 98,346.14
705210 Retirement	\$ 109,851.34	\$ 45,664.50	\$ -	\$ -	\$ 155,515.84
705230 Medicare	\$ 6,551.17	\$ 2,700.45	\$ -	\$ -	\$ 9,251.62
705320 Workmens Comp	\$ 3,048.00	\$ -	\$ -	\$ -	\$ 3,048.00
705330 Unemployment	\$ 720.00	\$ -	\$ -	\$ -	\$ 720.00
Employee Benefits	\$ 192,214.74	\$ 74,666.86	\$ -	\$ -	\$ 266,881.60
710100 Professional Services	\$ 14,200.00	\$ -	\$ -	\$ -	\$ 14,200.00
710108 MD Consultants	\$ 3,825.00	\$ 3,825.00	\$ -	\$ -	\$ 7,650.00
710200 Service Contract	\$ 1,250.00	\$ 2,268.00	\$ -	\$ -	\$ 3,518.00
710205 Repairs Maint	\$ 300.00	\$ 960.00	\$ -	\$ -	\$ 1,260.00
710300 Operating Supplies	\$ 16,000.00	\$ -	\$ -	\$ 3,725.00	\$ 19,725.00
710334 Copy Machine Exp	\$ 2,000.00	\$ 1,500.00	\$ -	\$ -	\$ 3,500.00
710350 Office Supplies	\$ 2,500.00	\$ 1,008.00	\$ -	\$ -	\$ 3,508.00
710360 Postage	\$ 1,300.00	\$ 540.00	\$ -	\$ -	\$ 1,840.00
710361 Express Courier	\$ 20.00	\$ 60.00	\$ -	\$ -	\$ 80.00
710500 Other Expenses	\$ 1,450.00	\$ -	\$ -	\$ -	\$ 1,450.00
710502 Printing	\$ 2,500.00	\$ 792.00	\$ -	\$ -	\$ 3,292.00
710503 Licenses & Permits	\$ 600.00	\$ -	\$ -	\$ -	\$ 600.00
710507 Network Data Li	\$ 1,600.00	\$ -	\$ -	\$ -	\$ 1,600.00
710508 Telephone Land Lines	\$ 3,000.00	\$ 780.00	\$ -	\$ -	\$ 3,780.00
710509 Seminars Mtgs	\$ 250.00	\$ 250.00	\$ -	\$ -	\$ 500.00
710512 Auto Exp	\$ 1,061.00	\$ 1,224.00	\$ -	\$ -	\$ 2,285.00
710535 Credit Card Fee	\$ 3,000.00	\$ -	\$ -	\$ -	\$ 3,000.00
710546 Advertising	\$ -	\$ -	\$ -	\$ 11,300.00	\$ 11,300.00
710577 Uniforms & Special Equip	\$ 150.00	\$ -	\$ -	\$ -	\$ 150.00
710703 Biologicals	\$ 122,000.00	\$ -	\$ -	\$ -	\$ 122,000.00
710872 Food Purchase	\$ 50.00	\$ -	\$ -	\$ -	\$ 50.00
711119 Prop & Liability	\$ 3,736.00	\$ -	\$ -	\$ -	\$ 3,736.00
711210 Travel	\$ 1,000.00	\$ 1,700.00	\$ -	\$ -	\$ 2,700.00
711504 Equip non-Capital	\$ 1,250.00	\$ 1,008.00	\$ -	\$ -	\$ 2,258.00
Services and Supplies	\$ 183,042.00	\$ 15,915.00	\$ -	\$ 15,025.00	\$ 213,982.00
Expenditures	\$ 881,491.28	\$ 292,556.00	\$ -	\$ 17,125.00	\$ 1,191,172.28
General Fund Tax Transfer	\$ 881,491.28	\$ -	\$ (196,300.00)	\$ -	\$ 685,191.28

FY12 ADOPTED BUDGET
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Epidemiology & Public Health Preparedness Division				
Public Health Preparedness				
	ASPR	PHP	EPI & Lab	FY12
	10708	10713	10923	Totals
431100 Federal Grants	\$ (344,155.00)	\$ (731,692.00)	\$ (78,399.00)	\$ (1,154,246.00)
431105 Fed. Grants-Indirect	\$ (24,075.00)	\$ -	\$ (7,762.00)	\$ (31,837.00)
Revenue	\$ (368,230.00)	\$ (731,692.00)	\$ (86,161.00)	\$ (1,186,083.00)
701110 Base Salaries	\$ 164,330.09	\$ 444,368.02	\$ 75,914.00	\$ 684,612.11
701130 Pooled Positions	\$ -	\$ 30,000.00	\$ -	\$ 30,000.00
701200 Incentive	\$ 1,225.00	\$ 3,775.00	\$ -	\$ 5,000.00
701300 Overtime	\$ 500.00	\$ 4,000.00	\$ -	\$ 4,500.00
701412 Salary Adjustment	\$ -	\$ 8,571.27	\$ -	\$ 8,571.27
Salaries and Wages	\$ 166,055.09	\$ 490,714.29	\$ 75,914.00	\$ 732,683.38
705110 Group Insurance	\$ 21,688.30	\$ 52,205.58	\$ -	\$ 73,893.88
705210 Retirement	\$ 39,148.14	\$ 105,963.10	\$ -	\$ 145,111.24
705230 Medicare	\$ 2,358.89	\$ 6,361.54	\$ -	\$ 8,720.43
705320 Workmens Comp	\$ 1,143.00	\$ 1,524.00	\$ 239.00	\$ 2,906.00
705330 Unemployment	\$ 270.00	\$ 360.00	\$ 46.00	\$ 676.00
Employee Benefits	\$ 64,608.33	\$ 166,414.22	\$ 285.00	\$ 231,307.55
710100 Professional Services	\$ 43,230.58	\$ 15,000.00	\$ -	\$ 58,230.58
710110 Contracted/Te	\$ 15,000.00	\$ 15,000.00	\$ -	\$ 30,000.00
710200 Service Contract	\$ -	\$ 500.00	\$ -	\$ 500.00
710205 Repairs Maint	\$ -	\$ 1,000.00	\$ -	\$ 1,000.00
710210 Software Main	\$ 12,000.00	\$ -	\$ -	\$ 12,000.00
710300 Operating Supplies	\$ 2,500.00	\$ 2,500.00	\$ -	\$ 5,000.00
710334 Copy Machine Exp	\$ 50.00	\$ 149.89	\$ -	\$ 199.89
710350 Office Supplies	\$ 1,500.00	\$ 3,000.00	\$ -	\$ 4,500.00
710355 Books & Subscriptions	\$ 350.00	\$ 1,560.00	\$ -	\$ 1,910.00
710360 Postage	\$ 100.00	\$ 100.00	\$ -	\$ 200.00
710361 Express Courier	\$ -	\$ 10.00	\$ -	\$ 10.00
710500 Other Expense	\$ 250.00	\$ 50.00	\$ -	\$ 300.00
710502 Printing	\$ 840.00	\$ 1,800.00	\$ -	\$ 2,640.00
710505 Rent Equip	\$ -	\$ 500.00	\$ -	\$ 500.00
710507 Network, Data	\$ -	\$ 550.00	\$ -	\$ 550.00
710508 Telephone Land Lines	\$ 340.00	\$ 1,600.00	\$ -	\$ 1,940.00
710509 Seminars & Meetings	\$ 1,500.00	\$ 2,000.00	\$ -	\$ 3,500.00
710512 Auto Exp	\$ 800.00	\$ 100.00	\$ -	\$ 900.00
710519 Cellular Phone	\$ 480.00	\$ 1,850.00	\$ -	\$ 2,330.00
710529 Dues	\$ -	\$ 550.00	\$ -	\$ 550.00
710546 Advertising	\$ -	\$ 250.00	\$ -	\$ 250.00
710585 Undesignated Budget	\$ 24,075.00	\$ -	\$ 7,762.00	\$ 31,837.00
710872 Food Purchase	\$ 150.00	\$ 400.00	\$ -	\$ 550.00
711010 Utilities	\$ -	\$ 180.00	\$ -	\$ 180.00
711100 ESD Asset Mgm	\$ -	\$ 312.00	\$ -	\$ 312.00
711114 Equip Srv Rep	\$ -	\$ 1,826.44	\$ -	\$ 1,826.44
711117 ESD Fuel Char	\$ -	\$ 157.16	\$ -	\$ 157.16
711119 Prop & Liab B	\$ 1,401.00	\$ 1,868.00	\$ -	\$ 3,269.00
711210 Travel	\$ 17,000.00	\$ 16,750.00	\$ 2,200.00	\$ 35,950.00
711504 Equip non-Capital	\$ 1,000.00	\$ 5,000.00	\$ -	\$ 6,000.00
Services and Supplies	\$ 122,566.58	\$ 74,563.49	\$ 9,962.00	\$ 207,092.07
781004 Equipment Capital	\$ 15,000.00	\$ -	\$ -	\$ 15,000.00
Equipment Capital	\$ 15,000.00	\$ -	\$ -	\$ 15,000.00
Expenditures	\$ 368,230.00	\$ 731,692.00	\$ 86,161.00	\$ 1,186,083.00
General Fund Tax Transfer	\$ -	\$ -	\$ -	\$ -

FY12 ADOPTED BUDGET

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Environmental Health Services Division			
Safe Drinking Water			
	Local	PWSS	FY12
	172200	10017	Totals
422509 Water Co Permits	\$ (3,500.00)	\$ -	\$ (3,500.00)
431100 Federal Grants	\$ -	\$ (90,000.00)	\$ (90,000.00)
Revenue	\$ (3,500.00)	\$ (90,000.00)	\$ (93,500.00)
701110 Base Salaries	\$ 65,934.38	\$ 50,474.54	\$ 116,408.92
701130 Pooled Position	\$ -	\$ 19,712.00	\$ 19,712.00
701200 Incentive Longevity	\$ 1,695.00	\$ 1,155.00	\$ 2,850.00
701412 Salary Adjustment	\$ (1,472.63)	\$ 1,472.63	\$ -
Salaries and Wages	\$ 66,156.75	\$ 72,814.17	\$ 138,970.92
705110 Group Insurance	\$ 6,344.06	\$ 4,230.98	\$ 10,575.04
705210 Retirement	\$ 15,988.57	\$ 12,206.33	\$ 28,194.90
705230 Medicare	\$ 612.62	\$ 748.52	\$ 1,361.14
705320 Workmens Comp	\$ 1,524.00	\$ -	\$ 1,524.00
705330 Unemployment	\$ 360.00	\$ -	\$ 360.00
Employee Benefits	\$ 24,829.25	\$ 17,185.83	\$ 42,015.08
710100 Professional Services	\$ 200.00	\$ -	\$ 200.00
710300 Operating Supplies	\$ 50.00	\$ -	\$ 50.00
710334 Copy Machine Exp	\$ 50.00	\$ -	\$ 50.00
710350 Office Supplies	\$ 50.00	\$ -	\$ 50.00
710355 Books Subscriptions	\$ 300.00	\$ -	\$ 300.00
710360 Postage	\$ 150.00	\$ -	\$ 150.00
710503 Licenses & Permits	\$ 100.00	\$ -	\$ 100.00
710508 Telephone Land Lines	\$ 200.00	\$ -	\$ 200.00
710509 Seminars Mtgs	\$ 200.00	\$ -	\$ 200.00
710529 Dues	\$ 346.00	\$ -	\$ 346.00
711100 ESD Asset Mgm	\$ 312.00	\$ -	\$ 312.00
711113 Equip Serv Replacement	\$ 768.36	\$ -	\$ 768.36
711114 Equip Serv O & M	\$ 1,373.12	\$ -	\$ 1,373.12
711117 ESD Fuel Charge	\$ 1,350.52	\$ -	\$ 1,350.52
711119 Prop & Liability	\$ 1,868.00	\$ -	\$ 1,868.00
Services and Supplies	\$ 7,318.00	\$ -	\$ 7,318.00
Expenditures	\$ 98,304.00	\$ 90,000.00	\$ 188,304.00
General Fund Tax Transfer	\$ 94,804.00	\$ -	\$ 94,804.00

FY12 ADOPTED BUDGET
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Community & Clinical Health Services Division				
Sexual Health - HIV				
	Surveillance	Prevention	Fiscal Agent	FY12
	10012	10013	10187	Totals
431100 Federal Grants	\$ (79,634.00)	\$ (570,611.00)	\$ (46,752.00)	\$ (696,997.00)
Revenue	\$ (79,634.00)	\$ (570,611.00)	\$ (46,752.00)	\$ (696,997.00)
701110 Base Salaries	\$ 54,661.58	\$ 229,730.88	\$ 34,416.55	\$ 318,809.01
701130 Pooled Positions	\$ -	\$ 10,737.00	\$ -	\$ 10,737.00
701200 Incentive	\$ 1,080.00	\$ 4,670.00	\$ 480.00	\$ 6,230.00
701412 Salary Adj	\$ 418.58	\$ (7,553.91)	\$ (5,154.44)	\$ (12,289.77)
Salaries and Wages	\$ 56,160.16	\$ 237,583.97	\$ 29,742.11	\$ 323,486.24
705110 Group Insurance	\$ 7,445.18	\$ 28,875.35	\$ 8,286.53	\$ 44,607.06
705210 Retirement	\$ 13,178.58	\$ 55,418.22	\$ 8,250.61	\$ 76,847.41
705230 Medicare	\$ 778.07	\$ 3,341.46	\$ 472.75	\$ 4,592.28
705320 Workmens Comp	\$ 381.00	\$ 1,143.00	\$ -	\$ 1,524.00
705330 Unemployment	\$ 90.00	\$ 270.00	\$ -	\$ 360.00
Employee Benefits	\$ 21,872.83	\$ 89,048.03	\$ 17,009.89	\$ 127,930.75
710100 Professional Services	\$ -	\$ 14,400.00	\$ -	\$ 14,400.00
710119 Subrecipient Payment	\$ -	\$ 186,242.00	\$ -	\$ 186,242.00
710300 Operating Supplies	\$ -	\$ 10,500.00	\$ -	\$ 10,500.00
710334 Copy Machine Exp	\$ -	\$ 500.00	\$ -	\$ 500.00
710350 Office Supplies	\$ 600.01	\$ 1,700.00	\$ -	\$ 2,300.01
710355 Books/Subscriptions	\$ -	\$ 100.00	\$ -	\$ 100.00
710360 Postage	\$ -	\$ 200.00	\$ -	\$ 200.00
710500 Other Expenses	\$ -	\$ 1,000.00	\$ -	\$ 1,000.00
710502 Printing	\$ -	\$ 500.00	\$ -	\$ 500.00
710503 Licenses & Permits	\$ -	\$ 300.00	\$ -	\$ 300.00
710507 Network, Data	\$ -	\$ 200.00	\$ -	\$ 200.00
710508 Telephone Land Lines	\$ -	\$ 800.00	\$ -	\$ 800.00
710509 Seminars Mtgs	\$ -	\$ 1,150.00	\$ -	\$ 1,150.00
710512 Auto Exp	\$ 1,001.00	\$ 572.00	\$ -	\$ 1,573.00
710546 Advertising	\$ -	\$ 7,900.00	\$ -	\$ 7,900.00
710721 Outpatient	\$ -	\$ 12,960.00	\$ -	\$ 12,960.00
710872 Food Purchases	\$ -	\$ 1,000.00	\$ -	\$ 1,000.00
711210 Travel	\$ -	\$ 3,805.00	\$ -	\$ 3,805.00
711504 Equip Non-Ca	\$ -	\$ 150.00	\$ -	\$ 150.00
Services and Supplies	\$ 1,601.01	\$ 243,979.00	\$ -	\$ 245,580.01
Expenditures	\$ 79,634.00	\$ 570,611.00	\$ 46,752.00	\$ 696,997.00
General Fund Tax Transfer	\$ -	\$ -	\$ -	\$ -

FY12 ADOPTED BUDGET

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Community & Clinical Health Services Division				
Sexual Health - STD				
	Local	STD Grant	Program Income	FY12
	171300	10014	10480	Totals
431100 Federal Grants	\$ -	\$ (119,022.00)	\$ -	\$ (119,022.00)
460501 Medicaid Clinic	\$ -	\$ -	\$ (3,500.00)	\$ (3,500.00)
460516 Pgm Inc 3rd Party	\$ -	\$ -	\$ (1,000.00)	\$ (1,000.00)
460518 STD Fees	\$ -	\$ -	\$ (28,000.00)	\$ (28,000.00)
Revenue	\$ -	\$ (119,022.00)	\$ (32,500.00)	\$ (151,522.00)
484050 Donation Fed	\$ -	\$ -	\$ (3,500.00)	\$ (3,500.00)
Miscellaneous	\$ -	\$ -	\$ (3,500.00)	\$ (3,500.00)
701110 Base Salaries	\$ 260,176.84	\$ 68,326.97	\$ -	\$ 328,503.81
701120 Part Time	\$ 60,735.09	\$ -	\$ -	\$ 60,735.09
701130 Pooled Positions	\$ 4,936.00	\$ -	\$ -	\$ 4,936.00
701200 Incentive	\$ 5,305.00	\$ 880.00	\$ -	\$ 6,185.00
701300 Overtime	\$ 480.00	\$ -	\$ -	\$ 480.00
701412 Salary Adjustment	\$ 1,078.14	\$ 41.45	\$ -	\$ 1,119.59
Salaries and Wages	\$ 332,711.07	\$ 69,248.42	\$ -	\$ 401,959.49
705110 Group Insurance	\$ 43,397.74	\$ 8,388.12	\$ -	\$ 51,785.86
705210 Retirement	\$ 77,127.78	\$ 16,363.01	\$ -	\$ 93,490.79
705230 Medicare	\$ 4,621.27	\$ 980.45	\$ -	\$ 5,601.72
705320 Workmens Comp	\$ 3,352.80	\$ 381.00	\$ -	\$ 3,733.80
705330 Unemployment	\$ 792.00	\$ 90.00	\$ -	\$ 882.00
Employee Benefits	\$ 129,291.59	\$ 26,202.58	\$ -	\$ 155,494.17
710100 Professional Services	\$ 8,000.00	\$ -	\$ -	\$ 8,000.00
710108 MD Consultants	\$ 11,500.00	\$ -	\$ -	\$ 11,500.00
710200 Service Contr	\$ 130.00	\$ -	\$ -	\$ 130.00
710205 Repairs Maintenance	\$ 350.00	\$ -	\$ -	\$ 350.00
710300 Operating Supplies	\$ 8,000.00	\$ -	\$ -	\$ 8,000.00
710334 Copy Machine Exp	\$ 775.00	\$ -	\$ -	\$ 775.00
710350 Office Supplies	\$ 1,000.00	\$ -	\$ -	\$ 1,000.00
710360 Postage	\$ 800.00	\$ -	\$ -	\$ 800.00
710361 Express Courier	\$ 25.00	\$ -	\$ -	\$ 25.00
710500 Other Expenses	\$ 300.00	\$ -	\$ -	\$ 300.00
710502 Printing	\$ 300.00	\$ -	\$ -	\$ 300.00
710503 Licenses & Permits	\$ 525.00	\$ -	\$ -	\$ 525.00
710508 Telephone Land Lines	\$ 1,500.00	\$ -	\$ -	\$ 1,500.00
710509 Seminars Mtgs	\$ 250.00	\$ -	\$ -	\$ 250.00
710512 Auto Expense	\$ 300.00	\$ -	\$ -	\$ 300.00
710535 Credit Card Fee	\$ 300.00	\$ -	\$ -	\$ 300.00
710577 Uniforms	\$ 200.00	\$ -	\$ -	\$ 200.00
710703 Biologicals	\$ 3,500.00	\$ -	\$ -	\$ 3,500.00
710721 Outpatient	\$ 15,733.00	\$ 23,571.00	\$ -	\$ 39,304.00
711119 Prop & Liability	\$ 6,444.60	\$ -	\$ -	\$ 6,444.60
711210 Travel	\$ 3,000.00	\$ -	\$ -	\$ 3,000.00
711504 Equip non-Capital	\$ 500.00	\$ -	\$ -	\$ 500.00
Services and Supplies	\$ 63,432.60	\$ 23,571.00	\$ -	\$ 87,003.60
Expenditures	\$ 525,435.26	\$ 119,022.00	\$ -	\$ 644,457.26
General Fund Tax Transfer	\$ 525,435.26	\$ -	\$ (36,000.00)	\$ 489,435.26

FY12 ADOPTED BUDGET
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Environmental Health Services Division			
Solid Waste Management			
	Local	Tire Fee	FY12
	172700	20269	Totals
422503 Environ Permits	\$ (38,000.00)	\$ -	\$ (38,000.00)
432310 Tire Fee	\$ -	\$ (452,000.00)	\$ (452,000.00)
Revenue	\$ (38,000.00)	\$ (452,000.00)	\$ (490,000.00)
701110 Base Salaries	\$ 108,943.10	\$ 189,319.92	\$ 298,263.02
701130 Pooled Positions	\$ -	\$ 20,000.00	\$ 20,000.00
701200 Incentive	\$ 2,738.00	\$ 2,702.50	\$ 5,440.50
701300 Overtime	\$ 500.00	\$ -	\$ 500.00
701412 Salary Adjust	\$ 1,389.19	\$ 554.14	\$ 1,943.33
701500 Merit Awards	\$ -	\$ (46,409.30)	\$ (46,409.30)
Salaries and Wages	\$ 113,570.29	\$ 166,167.26	\$ 279,737.55
705110 Group Insurance	\$ 22,489.24	\$ 23,019.29	\$ 45,508.53
705210 Retirement	\$ 26,403.46	\$ 45,401.23	\$ 71,804.69
705230 Medicare	\$ 942.04	\$ 2,765.79	\$ 3,707.83
705320 Workmens Comp	\$ 762.00	\$ 381.00	\$ 1,143.00
705330 Unemployment	\$ 180.00	\$ 90.00	\$ 270.00
Employee Benefits	\$ 50,776.74	\$ 71,657.31	\$ 122,434.05
710100 Prof Services	\$ -	\$ 164,515.11	\$ 164,515.11
710200 Service Contracts	\$ -	\$ 5,000.00	\$ 5,000.00
710300 Operating Supplies	\$ -	\$ 15,000.00	\$ 15,000.00
710302 Small Tools	\$ -	\$ 1,000.00	\$ 1,000.00
710334 Copy Mach Exp	\$ -	\$ 100.00	\$ 100.00
710350 Office Supplies	\$ 100.00	\$ 100.00	\$ 200.00
710355 Books/Subscriptions	\$ -	\$ 500.00	\$ 500.00
710360 Postage	\$ 100.00	\$ 100.00	\$ 200.00
710500 Other Expenses	\$ -	\$ 5,000.00	\$ 5,000.00
710502 Printing	\$ 25.00	\$ 750.00	\$ 775.00
710508 Telephone Land Lines	\$ 375.00	\$ -	\$ 375.00
710509 Seminars Mtgs	\$ -	\$ 2,500.00	\$ 2,500.00
710512 Auto Expense	\$ -	\$ 50.00	\$ 50.00
710519 Cellular Phone	\$ -	\$ 1,200.00	\$ 1,200.00
710529 Dues	\$ -	\$ 600.00	\$ 600.00
710535 Credit Card Fees	\$ 450.00	\$ -	\$ 450.00
710546 Advertising	\$ -	\$ 700.00	\$ 700.00
710577 Uniforms	\$ -	\$ 1,500.00	\$ 1,500.00
711100 ESD Asset Mgm	\$ 936.00	\$ 624.00	\$ 1,560.00
711113 Equip Serv Replacement	\$ 2,442.00	\$ -	\$ 2,442.00
711114 Equip Serv O & M	\$ 2,018.48	\$ 2,131.48	\$ 4,149.96
711117 ESD Fuel Charge	\$ 1,916.64	\$ 1,804.84	\$ 3,721.48
711119 Prop & Liability	\$ 1,868.00	\$ -	\$ 1,868.00
711210 Travel	\$ 650.00	\$ 10,000.00	\$ 10,650.00
711504 Equipment NonCapital	\$ -	\$ 1,000.00	\$ 1,000.00
Services and Supplies	\$ 10,881.12	\$ 214,175.43	\$ 225,056.55
Expenditures	\$ 175,228.15	\$ 452,000.00	\$ 627,228.15
General Fund Tax Transfer	\$ 137,228.15	\$ -	\$ 137,228.15

FY12 ADOPTED BUDGET
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Community & Clinical Health Services Division					
Tuberculosis					
	Local	CDC Grant	Supplement	Income	FY12
	171400	10016	10035	10481	Totals
431100 Federal Grants	\$ -	\$ (53,322.00)	\$ -	\$ -	\$ (53,322.00)
432100 State Grants	\$ -	\$ -	\$ (128,387.00)	\$ -	\$ (128,387.00)
460501 Medicaid Clinic	\$ -	\$ -	\$ -	\$ (500.00)	\$ (500.00)
460508 Tuberculosis	\$ -	\$ -	\$ -	\$ (6,250.00)	\$ (6,250.00)
460516 Pgm 3 rd Prt	\$ -	\$ -	\$ -	\$ (2,750.00)	\$ (2,750.00)
Revenue	\$ -	\$ (53,322.00)	\$ (128,387.00)	\$ (9,500.00)	\$ (191,209.00)
484050 Donation Federal	\$ -	\$ -	\$ -	\$ (200.00)	\$ (200.00)
Miscellaneous	\$ -	\$ -	\$ -	\$ (200.00)	\$ (200.00)
701110 Base Salaries	\$ 162,675.57	\$ 44,032.94	\$ 31,885.92	\$ -	\$ 238,594.43
701120 Part Time	\$ 41,711.91	\$ -	\$ 36,441.05	\$ -	\$ 78,152.96
701130 Pooled Positions	\$ 47,477.33	\$ -	\$ -	\$ -	\$ 47,477.33
701200 Incentive	\$ 2,130.00	\$ 1,073.00	\$ 777.00	\$ -	\$ 3,980.00
701300 Overtime	\$ 100.00	\$ (12,287.26)	\$ -	\$ -	\$ (12,187.26)
701412 Salary Adjus	\$ 31,531.51	\$ -	\$ 660.00	\$ -	\$ 32,191.51
Salaries and Wages	\$ 285,626.32	\$ 32,818.68	\$ 69,763.97	\$ -	\$ 388,208.97
705110 Group Insurance	\$ 29,453.30	\$ 6,676.64	\$ 13,480.31	\$ -	\$ 49,610.25
705210 Retirement	\$ 44,711.22	\$ 10,664.03	\$ 16,338.81	\$ -	\$ 71,714.06
705230 Medicare	\$ 2,151.70	\$ 621.65	\$ 919.80	\$ -	\$ 3,693.15
705320 Workmens Comp	\$ 1,143.00	\$ 381.00	\$ 304.80	\$ -	\$ 1,828.80
705330 Unemployment	\$ 270.00	\$ 90.00	\$ 72.00	\$ -	\$ 432.00
Employee Benefits	\$ 77,729.22	\$ 18,433.32	\$ 31,115.72	\$ -	\$ 127,278.26
710100 Prof Services	\$ 2,496.00	\$ -	\$ 2,500.00	\$ -	\$ 4,996.00
710105 Medical Serv	\$ 600.00	\$ -	\$ -	\$ -	\$ 600.00
710108 MD Consultants	\$ 9,200.00	\$ -	\$ 7,200.00	\$ -	\$ 16,400.00
710200 Service Contract	\$ 150.00	\$ -	\$ 100.00	\$ -	\$ 250.00
710205 Repairs Maint	\$ 3,800.00	\$ -	\$ -	\$ -	\$ 3,800.00
710300 Operating Supplies	\$ 600.00	\$ -	\$ 400.00	\$ -	\$ 1,000.00
710334 Copy Machine Exp	\$ 1,650.00	\$ -	\$ -	\$ -	\$ 1,650.00
710350 Office Supplies	\$ 400.00	\$ -	\$ 569.00	\$ -	\$ 969.00
710355 Books/Subscr	\$ 100.00	\$ -	\$ -	\$ -	\$ 100.00
710360 Postage	\$ 400.00	\$ -	\$ -	\$ -	\$ 400.00
710361 Express Courier	\$ 20.00	\$ -	\$ 50.00	\$ -	\$ 70.00
710500 Other Expenses	\$ 1,500.00	\$ 100.00	\$ 3,238.31	\$ -	\$ 4,838.31
710502 Printing	\$ 100.00	\$ -	\$ 50.00	\$ -	\$ 150.00
710503 Licenses & Permits	\$ 300.00	\$ -	\$ 100.00	\$ -	\$ 400.00
710508 Telephone Land Lines	\$ 1,650.00	\$ -	\$ -	\$ -	\$ 1,650.00
710509 Seminars Mtgs	\$ 500.00	\$ -	\$ 300.00	\$ -	\$ 800.00
710512 Auto Exp	\$ 1,500.00	\$ -	\$ 300.00	\$ -	\$ 1,800.00
710519 Cellular Phone	\$ 240.00	\$ -	\$ -	\$ -	\$ 240.00
710535 Credit Card Fee	\$ 55.00	\$ -	\$ -	\$ -	\$ 55.00
710703 Biologicals	\$ 3,500.00	\$ -	\$ 4,500.00	\$ -	\$ 8,000.00
710721 Outpatient	\$ 6,000.00	\$ -	\$ 7,000.00	\$ -	\$ 13,000.00
710872 Food Purchases	\$ 700.00	\$ -	\$ 700.00	\$ -	\$ 1,400.00
711119 Prop & Liability	\$ 2,241.60	\$ -	\$ -	\$ -	\$ 2,241.60
711210 Travel	\$ 1,000.00	\$ 1,970.00	\$ 500.00	\$ -	\$ 3,470.00
Services and Supplies	\$ 38,702.60	\$ 2,070.00	\$ 27,507.31	\$ -	\$ 68,279.91
Expenditures	\$ 402,058.14	\$ 53,322.00	\$ 128,387.00	\$ -	\$ 583,767.14
General Fund Tax Transfer	\$ 402,058.14	\$ -	\$ -	\$ (9,700.00)	\$ 392,358.14

FY12 ADOPTED BUDGET
 Report Date: 05/16/11

Environmental Health Services Division		
Underground Storage Tank		
	Grant	FY12
	10023	Totals
431100 Federal Grants	\$ (187,000.00)	\$ (187,000.00)
Revenue	\$ (187,000.00)	\$ (187,000.00)
701110 Base Salaries	\$ 131,324.26	\$ 131,324.26
701200 Incentive	\$ 2,162.00	\$ 2,162.00
701412 Salary Adjustment	\$ (1,389.19)	\$ (1,389.19)
Salaries and Wages	\$ 132,097.07	\$ 132,097.07
705110 Group Insurance	\$ 17,990.92	\$ 17,990.92
705210 Retirement	\$ 31,560.99	\$ 31,560.99
705230 Medicare	\$ 1,880.02	\$ 1,880.02
705320 Workmens Comp	\$ 381.00	\$ 381.00
705330 Unemployment	\$ 90.00	\$ 90.00
Employee Benefits	\$ 51,902.93	\$ 51,902.93
711210 Travel	\$ 3,000.00	\$ 3,000.00
Services and Supplies	\$ 3,000.00	\$ 3,000.00
Expenditures	\$ 187,000.00	\$ 187,000.00
General Fund Tax Transfer	\$ -	\$ -

FY12 ADOPTED BUDGET

Report Date: 05/16/11

Environmental Health Services Division		
Vector Borne Diseases		
	Local	FY12
	172100	Totals
460525 Plan Review	\$ (24,000.00)	\$ (24,000.00)
Revenue	\$ (24,000.00)	\$ (24,000.00)
701110 Base Salaries	\$ 296,806.50	\$ 296,806.50
701130 Pooled Positions	\$ 32,535.00	\$ 32,535.00
701200 Incentive	\$ 2,750.00	\$ 2,750.00
701300 Overtime	\$ 3,000.00	\$ 3,000.00
701500 Merit Awards	\$ (23,204.66)	\$ (23,204.66)
Salaries and Wages	\$ 311,886.84	\$ 311,886.84
705110 Group Insurance	\$ 43,993.35	\$ 43,993.35
705210 Retirement	\$ 70,832.23	\$ 70,832.23
705230 Medicare	\$ 4,175.64	\$ 4,175.64
705320 Workmens Comp	\$ 2,049.78	\$ 2,049.78
705330 Unemployment	\$ 484.20	\$ 484.20
Employee Benefits	\$ 121,535.20	\$ 121,535.20
710100 Professional Services	\$ 5,000.00	\$ 5,000.00
710105 Medical Service	\$ 500.00	\$ 500.00
710110 Contractef/Te	\$ 30,225.00	\$ 30,225.00
710200 Service Contract	\$ 54,000.00	\$ 54,000.00
710205 Repairs Maint	\$ 900.00	\$ 900.00
710300 Operating Supplies	\$ 3,000.00	\$ 3,000.00
710302 Small Tools	\$ 435.00	\$ 435.00
710308 Animal Supplies	\$ 2,000.00	\$ 2,000.00
710319 Chemical Supplies	\$ 331,500.00	\$ 331,500.00
710334 Copy Machine Exp	\$ 50.00	\$ 50.00
710350 Office Supplies	\$ 1,000.00	\$ 1,000.00
710355 Books Subscriptions	\$ 200.00	\$ 200.00
710360 Postage	\$ 100.00	\$ 100.00
710361 Express Courier	\$ 100.00	\$ 100.00
710391 Fuel & Lube	\$ 100.00	\$ 100.00
710500 Other Expense	\$ 800.00	\$ 800.00
710502 Printing	\$ 750.00	\$ 750.00
710503 Licenses & Permits	\$ 35.00	\$ 35.00
710508 Telephone Land Lines	\$ 800.00	\$ 800.00
710509 Seminars Mtgs	\$ 1,215.00	\$ 1,215.00
710512 Auto Exp	\$ 4,350.00	\$ 4,350.00
170519 Cellular Phone	\$ 1,250.00	\$ 1,250.00
710529 Dues	\$ 400.00	\$ 400.00
710535 Credit Card Fees	\$ 15.00	\$ 15.00
710577 Uniforms & Spec	\$ 200.00	\$ 200.00
710600 Lt Lease-Office	\$ 41,651.00	\$ 41,651.00
711100 ESD Asset Mgm	\$ 1,872.00	\$ 1,872.00
711113 Equip Serv Replacement	\$ 2,646.36	\$ 2,646.36
711114 Equip Serv O & M	\$ 8,987.58	\$ 8,987.58
711117 ESD Fuel Charge	\$ 13,196.54	\$ 13,196.54
711119 Prop & Liability	\$ 2,512.46	\$ 2,512.46
711210 Travel	\$ 6,000.00	\$ 6,000.00
Services and Supplies	\$ 515,790.94	\$ 515,790.94
Expenditures	\$ 949,212.98	\$ 949,212.98
General Fund Tax Transfer	\$ 925,212.98	\$ 925,212.98

FY12 ADOPTED BUDGET

Report Date: 05/16/11

Epidemiology & Public Health Preparedness Division		
Vital Statistics		
	Local	FY12
	170300	Totals
460511 Birth Death Certs	\$ (280,000.00)	\$ (280,000.00)
Revenue	\$ (280,000.00)	\$ (280,000.00)
701110 Base Salaries	\$ 95,964.69	\$ 95,964.69
701200 Incentive	\$ 2,100.00	\$ 2,100.00
701300 Overtime	\$ 100.00	\$ 100.00
Salaries and Wages	\$ 98,164.69	\$ 98,164.69
705110 Group Insurance	\$ 14,967.06	\$ 14,967.06
705210 Retirement	\$ 23,185.99	\$ 23,185.99
705230 Medicare	\$ 1,421.96	\$ 1,421.96
705320 Workmens Comp	\$ 762.00	\$ 762.00
705330 Unemployment	\$ 180.00	\$ 180.00
Employee Benefits	\$ 40,517.01	\$ 40,517.01
710100 Professional Services	\$ 20,000.00	\$ 20,000.00
710200 Service Contracts	\$ 1,495.00	\$ 1,485.00
710300 Operating Sup	\$ 7,600.00	\$ 7,600.00
710334 Copy Machine Exp	\$ 2,200.00	\$ 2,200.00
710350 Office Supplies	\$ 1,500.00	\$ 1,500.00
710360 Postage	\$ 2,500.00	\$ 2,500.00
710502 Printing	\$ 650.00	\$ 650.00
710508 Telephone Land Lines	\$ 600.00	\$ 600.00
710535 Credit Card Fees	\$ 1,300.00	\$ 1,300.00
711119 Prop & Liability	\$ 934.00	\$ 934.00
711210 Travel	\$ 1,000.00	\$ 1,000.00
Services and Supplies	\$ 39,779.00	\$ 39,769.00
Expenditures	\$ 178,460.70	\$ 178,450.70
General Fund Tax Transfer	\$ (101,539.30)	\$ (101,549.30)

FY12 ADOPTED BUDGET
Report Date: 05/16/11

Administrative Health Services Division			
Women Infants & Children			
	Local	Grant	FY12
	174600	10031	Totals
431100 Federal Grants	\$ -	\$ (1,191,109.00)	\$ (1,191,109.00)
Revenue	\$ -	\$ (1,191,109.00)	\$ (1,191,109.00)
701110 Base Salaries	\$ 76,289.20	\$ 686,602.94	\$ 762,892.14
701130 Pooled Positions	\$ -	\$ 24,125.42	\$ 24,125.42
701200 Incentive	\$ 1,785.00	\$ 16,065.00	\$ 17,850.00
701300 Overtime	\$ -	\$ 1,000.00	\$ 1,000.00
701412 Salary Adj	\$ -	\$ 58,579.12	\$ 58,579.12
Salaries and Wages	\$ 78,074.20	\$ 786,372.48	\$ 864,446.68
705110 Group Insurance	\$ 15,920.72	\$ 143,297.13	\$ 159,217.85
705210 Retirement	\$ 18,457.50	\$ 166,126.56	\$ 184,584.06
705230 Medicare	\$ 1,062.65	\$ 9,559.28	\$ 10,621.93
705320 Workmens Comp	\$ -	\$ 6,115.05	\$ 6,115.05
705330 Unemployment	\$ -	\$ 1,444.50	\$ 1,444.50
Employee Benefits	\$ 35,440.87	\$ 326,542.52	\$ 361,983.39
710105 Medical Services	\$ -	\$ 250.00	\$ 250.00
710200 Service Contracts	\$ -	\$ 1,000.00	\$ 1,000.00
710205 Repairs Maint	\$ -	\$ 200.00	\$ 200.00
710300 Operating Supplies	\$ -	\$ 17,151.00	\$ 17,151.00
710334 Copy Machine Exp	\$ -	\$ 3,000.00	\$ 3,000.00
710350 Office Supplies	\$ -	\$ 6,200.00	\$ 6,200.00
710360 Postage	\$ -	\$ 25.00	\$ 25.00
710500 Other Expenses	\$ -	\$ 1,500.00	\$ 1,500.00
710502 Printing	\$ -	\$ 800.00	\$ 800.00
710503 Licenses & Permits	\$ -	\$ 640.00	\$ 640.00
710507 Network, Data	\$ -	\$ 150.00	\$ 150.00
710508 Telephone Land Lines	\$ 7,500.00	\$ -	\$ 7,500.00
710509 Seminars Mtgs	\$ -	\$ 3,000.00	\$ 3,000.00
710512 Auto Exp	\$ -	\$ 2,750.00	\$ 2,750.00
710519 Cellular Phone	\$ -	\$ 150.00	\$ 150.00
710529 Dues	\$ -	\$ 50.00	\$ 50.00
710600 LT Lease-Office	\$ 35,894.00	\$ 35,894.00	\$ 71,788.00
711010 Utilities	\$ -	\$ 1,000.00	\$ 1,000.00
711119 Prop & Liability	\$ 6,561.35	\$ 934.00	\$ 7,495.35
711210 Travel	\$ -	\$ 3,000.00	\$ 3,000.00
711504 Equip non-Capital	\$ -	\$ 500.00	\$ 500.00
Services and Supplies	\$ 49,955.35	\$ 78,194.00	\$ 128,149.35
Expenditures	\$ 163,470.42	\$ 1,191,109.00	\$ 1,354,579.42
General Fund Tax Transfer	\$ 163,470.42	\$ -	\$ 163,470.42

DBOH 6/23/11
Agenda Item # 11

Fundamental Services Review Washoe County, Nevada OEC Work Session

June 22, 2011



MANAGEMENT PARTNERS
INCORPORATED

Fundamental Services Review (FSR)

- Twin goals of the Fundamental Service Review:
 - Identify opportunities to increase efficiency/
reduce costs to balance budget in short-term
 - Position the County for a financially sustainable
future

Work Progress

- Conducted surveys with OEC members and County staff members
- Conducted one-on-one and group interviews with County leadership and department management
- Engaged variety of stakeholder groups for input
- Followed up on comments at June 9 OEC meeting
- Continued to pursue ideas, develop facts with staff

Criteria for Evaluation

- Does the idea meet project goals?
 - Helps to balance the budget by:
 - Reducing costs
 - Increasing revenue
 - Promotes long-term sustainability:
 - Financial Sustainability
 - Operating Sustainability

Criteria for Evaluation

- Ease of implementation
 - Within County policy-makers' capacity
 - Resources required to implement
 - Impact on stakeholders
- Other Important Considerations
 - Implements best practices
 - Increases/improves efficiency
 - Improves customer service

The Challenge

- Settle on promising ideas, even with incomplete information
- Throw out ideas that do not meet the criteria
- Complete a draft report in 3 weeks

Opportunity Areas

- Organizational changes
- Staff resource use
- Process/workflow changes
- External service sharing or consolidation
- Alternative service delivery
- Other changes

Opportunity Areas

• Organizational changes	\$8.3 M
• Staff resource use	\$2.2 M
• Process /workflow changes	\$2.7 M
• Service sharing	\$4.0 M
• Alternative service delivery	\$1.9 M
• Other changes	\$9.7 M

Next Steps

Entertain Additional Feedback

- Departments
- County Management

Prepare Draft Project Report

Post Project Report for Comment

Present Project Recommendations

Refer to Board of County Commissioners

Comments and Discussion

Jerry Newfarmer, President and CEO
Mark Olson, Project Manager

Opportunity Identification and Development

Opportunity	Description/Comment	Department(s)	\$\$\$ Impacts				Category
			One-time	Annual	Long-term		
					Annual	Annual	
Organizational Changes							
Consolidate dispersed staff resources and system costs supporting County information technology for more cost effective support to the County	Consolidate staff effort associated with GIS applications.	Various	\$ 152,460	\$ 152,460	\$ 152,460	\$ 152,460	B
	Consolidate hardware, software and maintenance requirements for GIS with staffing consolidation.	Various		TBD		TBD	B
	Consolidate management and staff effort associated with information technology support provided through Department Computer Application Specialists.	Various	\$ 237,600	\$ 237,600	\$ 237,600	\$ 237,600	B
	Consolidate management and staff effort associated with information technology support provided through other technology support staff assigned to agencies.	Various	\$ 663,960	\$ 663,960	\$ 663,960	\$ 663,960	B
Consolidate Human Resources department representatives to allow more efficient assignment and service delivery.		Various Human Resources	\$ 150,000	\$ 150,000	\$ 150,000	\$ 150,000	A
Consolidate courts	Consolidate Wadsworth Justice Court with Sparks Justice Court	Sparks Justice Court	\$ 52,250	\$ 52,250	\$ 52,250	\$ 52,250	B
	Consolidate Incline Village Justice Court with Reno Justice Court	Reno Justice Court	\$ 147,901	\$ 147,901	\$ 147,901	\$ 147,901	B
	Consolidate Reno Municipal Court with Reno Justice court	Reno Justice Court	\$ 1,500,000	\$ 1,500,000	\$ 1,500,000	\$ 1,500,000	B
	Consolidate Sparks Municipal Court with Sparks Justice Court	Sparks Justice Court		TBD		TBD	B
	Consolidate Sparks Justice Court with Reno Justice Court	Reno Justice Court	\$ (2,000,000)	\$ 658,000	\$ 658,000	\$ 658,000	C
	Implement a case management approach in the County criminal justice system	Courts Various County agencies		TBD		TBD	B
Consolidate administrative service / support agencies		Finance Human Resources Tech Services	\$ 204,000	\$ 204,000	\$ 204,000	\$ 204,000	A
Develop regional fire service		County Manager	\$ 1,810,000	\$ 1,810,000	\$ 1,810,000	\$ 1,810,000	B

**Washoe County, Nevada
Fundamental Services Review
Opportunity Identification and Development**

Management Partners, Inc.

Opportunity	Description/Comment	Department(s)	\$\$\$ Impacts			Category
			One-time	Annual	Long-term Annual	
Implement Municipal Services Agency	Finalize functional organization chart Determine staff needed to implement Revise classifications as necessary Eliminate unneeded positions including 4 Director positions Revise supervisory position descriptions and staffing to flatten org. Assign revised classification workers as appropriate Incorporate reduced work weeks and furloughs	County Manager	\$	\$ 924,000	\$ 924,000	B
Consolidate outlying equipment repair facilities Close Incline Location Complete consolidation of Water Resources reorganization	Determine impact on service levels Relocate facility equipment and worker Review status of "in-progress" reorganization/realignment Determine budget impact implications, apparently none directly	Public Works Water Water Resources	\$	200,000	\$ 200,000	A B
Reorganize and consolidate multiple County departments to create a Human Services Department	Reduce salary and benefit costs 15% through consolidation of departments based on ratio of employees to population in counties with consolidated departments Subcontract Senior Services Law Project to community non-profit Reduce Senior Service staffing Reduce Senior Service administrative overhead Capture additional revenue from Nevada Medicaid for DayBreak Adult Day Care Eliminate General Fund subsidy and contract out DayBreak adult day care Consolidate CCHS Health Div into Human Services Dept	Social Services Senior Services Senior Services Senior Services Senior Services Senior Services Health Dept Health Dept Juvenile Services Public Guardian	\$	70,000	\$ 70,000 \$ 65,000 \$ 25,000 \$ 75,000 \$ 230,000 \$ 384,000	B B A A A B B B B
	Reduce salary and benefit costs 15% through consolidation of remaining Health Department divisions based on ratio of employees to population in counties with consolidated departments Reduce salary and benefit costs 15% through consolidation of departments based on ratio of employees to population in counties with consolidated departments Eliminate Manager position and add 2 clerical positions to increase efficiencies		\$	384,000	\$ 384,000 \$ 1,352,000 \$ 270,000	B B B
			\$	26,000	\$ 26,000	B

**Washoe County, Nevada
Fundamental Services Review**

Management Partners, Inc.

Opportunity Identification and Development

Opportunity	Description/Comment	Department(s)	\$\$\$ Impacts			Category
			One-time	Annual	Long-term Annual	
Eliminate current vacant positions in the Health Dept	Reduce administrative costs 15% through consolidation of departments based on ratio of employees to population in counties with consolidated departments	Public Guardian			\$ 33,750	B
Consolidate administrative functions (requisitions, travel, accounts payable, purchasing) from the divisions to the Administrative Division	Eliminate up to 2 positions in the Department through increased efficiencies	Health Dept	\$ 447,800	\$ 130,000	\$ 447,800	A
Consolidate service delivery among the library branches	Close Duncan/Traner and Verdi library branches (current recommendation) due to staffing reductions	Library	\$ 178,900		\$ 178,900	B
Revise and downsize mixture of services offered at branch libraries to reflect neighborhood preferred services and retain Downtown Reno and Sparks as full service regional libraries due to staffing reductions		Library				B
Reduce clinic intake locations from 2 to 1		Health		TBD	TBD	A
Consolidate Vital Records with Recorder function		Health		TBD	TBD	B
Consolidate Recorder, Clerk and Elections				\$ 200,000	\$ 200,000	C
Staff Resource Use						
Create broader job classifications with more flexibility for inter-departmental assignments, scheduling duties	HR Classification study and Job Description revisions Revise or create job descriptions with flexibility language Fill positions Increase flexibility in using seasonal staffing Establish the ability for departments to furlough employees Train employees as necessary to support "surge capacity" situations	All Departments, especially: Building & Safety Community Development Public Works Code Enforcement Parks			\$ 162,000	B
Eliminate "premium pay" salary adjustments		Various			\$ 287,400	A
Review staffing and overtime use in major departments for further reductions.	Includes Sheriff overtime use reduction of 10%	Finance Sheriff			\$ 334,000	B
Combine Reception (public information) and permit intake counters	Combine County department processes Collaborate in alternate Permit application process with Reno and Sparks Collaborate with Reno and/or Sparks in application requirements and Code interpretation	Public Works, Building & Safety Community Development and Possibly Reno & Code Enforcement				A

**Washoe County, Nevada
Fundamental Services Review**

Management Partners, Inc.

Opportunity Identification and Development

Opportunity	Description/Comment	Department(s)	\$\$\$ Impacts			Category
			One-time	Annual	Long-term Annual	
Reduce staff time committed to supporting Regional Bodies	Develop data on cost of supporting Reg. Bodies Develop proposal for reducing workload Obtain approval of Regional agencies Implement changes	Community Development,				C
Reduce employee work week to 32 hours where service demand has lightened	Determine classifications to participate Revise job classifications for greater flexibility Resolve Labor MOU issues Gain acceptance of participating employees	Building & Safety, Parks, Public Works, Water	\$ 225,000	\$ 225,000	\$ 225,000	B
Reduce Park employee work program to ten months a year.		Parks		TBD	TBD	B
Establish program for Building to perform Fire Department Plan Check.	Obtain Agreement of Fire Department Design & implement program in Building Establish a charge-back fee structure					A
Assign Field Staff to work from more efficient staging locations	Determine appropriate locations for staging field crews Resolve Labor MOU issues regarding change of location and shift start time	Public Works, Parks, Water				B
Rebid or renegotiate vendor contracts or contract terms and extensions	Review contracts Choose contracts to re-bid or renegotiate Conduct process Rebid golf course contracting Dec 2011 to include maintenance responsibilities	Public Works, Parks, Water	\$ 62,000	\$ 62,000	\$ 62,000	B
Evaluate/Implement Job Sharing	Determine feasibility of sharing some jobs for reduction in hours Select jobs Implement Reduction	All departments HR	\$ 32,000	\$ 32,000	\$ 32,000	B
Eliminate standby pay in Environmental Health Services		Health Dept	\$ 30,000	\$ 30,000	\$ 30,000	A
Consolidate inspectors in Health Department into Building and Safety or consolidated Municipal Services Agency	Reduce salary and benefit costs 15% through consolidation of inspectors based on ratio of employees to population in counties with consolidated departments	Health Dept & Community Dev.			\$ 260,000	A
Implement and request voluntary separations		Library	\$ 343,000	\$ 343,000	\$ 343,000	A
Implement involuntary staffing reductions		Library	\$ 650,000	\$ 650,000	\$ 650,000	A
Centralize the budget process into Finance or broader Administrative Dept and decrease the number of budget preparation hours in County departments		Finance				A
Analyze workflow and adjust staffing for average level of operations and utilize per diem or volunteer staffing during peak periods	Analyze clinic schedule and monthly immunization levels to assess ability to reduce workforce	Several Departments Health/Parks				A

**Washoe County, Nevada
 Fundamental Services Review
 Opportunity Identification and Development**

Management Partners, Inc.

Opportunity	Description/Comment	\$\$\$ Impacts				Department(s)	Category
		Near-term		Long-term			
		One-time	Annual	Annual	Annual		
Analyze workflow and adjust staffing for average level of operations and utilize per diem or volunteer staffing during peak periods Pay for corrections officers at 2/3 deputy rate	Analyze monthly vector control statistics to assess ability to reduce workforce Requires a contractual change					Health	A
Implement market-based entry level salary levels to County positions	Empirically test assumptions and develop market based beginning salary rates					Sheriff and County HR Human Resources	C B
Process / Workflow Changes							
Automate commission agenda process	Revise and automate current commission agenda development / management processes to improve product at lower cost	\$ (16,000)	\$ 54,000	\$ 54,000	\$ 54,000	City Manager Technology Services	A
Replace existing ERP software with less expensive alternative		\$ (100,000)	\$ 650,000	\$ 650,000	\$ 650,000		A
Manage worker's compensation expenditures					\$ 1,172,000	Finance	A
Analyze and streamline process flow in permit issuing activities	Study each process to streamline for efficiency					Outsider's Group	A
Change Land Use permit process from public hearings to administrative approval	Determine which types of violations should be included in an Administrative Hearing Process Ask District Attorney office to process an ordinance enabling the use of Administrative Enforcement for all County codes.	\$				Community Development	B
Expand use of administrative enforcement process v. citation process	Determine which types of violations should be included in an Administrative Enforcement Process Ask District Attorney office to process an ordinance enabling the use of Administrative Enforcement for all County codes. Establish or modify fees or fines schedule or add additional remedies Reduce the number and type of notices required within the current administrative enforcement process to make it easier for staff to use, while retaining due process for violators Modify the NCP process and adopt into the general administrative enforcement ordinance for use by other				\$ 38,050	Building and Safety, Community Development, Public Works, Parks Health District (involves Health Board), Fire agencies, Water Resources	B

**Washoe County, Nevada
Fundamental Services Review**

Management Partners, Inc.

Opportunity Identification and Development

Opportunity	Description/Comment	Department(s)	\$\$\$ Impacts			Category
			One-time	Near-term		
				Annual	Annual	
Uncover and correct building without permit violations	Conduct an educational outreach to contractors, home improvement stores, general public Train and educate other departments to report violations Follow-up to achieve compliance and collect permit fees	Building and Safety	\$ (1,000)	\$ 80,400	\$ 120,000	A
Establish new process for permitting and inspecting Mobile Homes and State buildings	State Law just changed to allow local Building Dept's to permit mobile homes Establish fee for service Implement program	Building		\$42,000	\$42,000	B
Consolidate or reassign County staff to existing office space	Review space allocation after staff contractions Remodel or modify County buildings if necessary Lease County-owned buildings if available to other agencies and private business Close down and shutter unused buildings	Public Works				A
Extend vehicle replacement schedule	Evaluate feasibility of further extending vehicle life If feasible, conduct vehicle condition assessments Establish process in which user/client departments must justify replacing a vehicle based on documented usage/needs and condition assessment performed by PW					B
Reduce size of Vehicle Fleet	Determine minimum needs for rolling stock by class Reduce size as appropriate through sale or attrition Departments need to evaluate their real needs and attempt to reduce Track better utilization of existing cars by department	Public Works lead; All departments with vehicles assigned				B
Reduce mail service delivery	Evaluate acceptable levels of service, Consider outsourcing or service reductions Implement changes	Public Works				A
Decrease purchase of chemicals/supplies in Vector Control (current recommendation)		Health Dept		\$ 385,500	\$ 385,500	A
Increase purchasing and contract threshold to reduce the number of items that require board approval		Finance				B
Implement biennial budget process	Substantial staff time eliminated every other year; long term perspective on budget decisions encouraged.	Finance				A
Implement Early Case Resolution/Pre-Preliminary Hearing (Estimated saving of two transport officers, more savings in other departments)				\$ 164,000	\$ 164,000	C

**Washoe County, Nevada
Fundamental Services Review**

Management Partners, Inc.

Opportunity Identification and Development

Opportunity	Description/Comment	Department(s)	\$\$\$ Impacts			Category
			One-time	Near-term Annual	Long-term Annual	
Eliminate night security officers for marriage license area of Clerks office by moving into secure location. Locate all divisions of the Clerk's office in one location					\$ 103,000	C
Reinstate personal property audit for corporate accounts					\$ 100,000	C
Create courtroom at detention center		Sheriff			\$ 50,000	C
Consolidating arraignments in one location.		Courts Courts			TBD	C
					TBD	C
External Service Sharing or Consolidation						
Provide radio maintenance services to other government agencies		Technology Services			\$ 70,000	C
Share community development service delivery with the cities of Reno and Sparks	Align fee schedule Combine intake operations Share resources including assignment of Inspectors Standardize Code interpretations & revisions	Building and Safety, Community Development, Public Works				C
Insource design and construction management	Evaluate feasibility and market for providing services to other agencies Develop a fee schedule Design a process to implement program	Public Works				B
Rent out available jail cells	Some interest from Immigration, Customs, Enforcement (ICE)-also possible from other Nevada and California jurisdictions	Sheriff			\$ 3,978,500	C
Continue service sharing initiatives in IT, purchasing, and human resources					TBD	C
Alternative Service Delivery						
Coordinate print and copy management	Conduct consultant study related to print and copy management implementation. Derive annual savings through scaled implementation and coordinated print and copy management capabilities	County	\$ (30,000)	\$ 214,000	\$ 214,000	A
Outsource Animal Shelter operations to Humane Society	Determine Cost Savings Involved Execute necessary contracts Implement transition	Public Works		\$ 165,000	\$ 165,000	B
Centralize reprographics	Determine Services to be provided Compare costs to continue or to outsource Confirm PW information on outsource cost comparison; Solicit bids if appropriate	Public Works		\$50,000	\$50,000	A

**Washoe County, Nevada
Fundamental Services Review
Opportunity Identification and Development**

Management Partners, Inc.

Opportunity	Description/Comment	Department(s)	\$\$\$ Impacts			Category
			One-time	Near-term Annual	Long-term Annual	
Conduct managed competition or outsourcing process for the parks maintenance function	Determine maintenance services needed after a reduction in standards Administer bids Implement contracts and contract management	Parks	\$	\$ 150,000	\$ 150,000	B
Contract with non-profit and community groups for management of parks and community centers	Determine feasibility Select facilities to be offered Select non-profit community group, volunteer providers Execute contracts Monitor performance Expand use of temp employees where feasible Maximize use of inmate resources	Parks	\$	\$ 21,000	\$ 21,000	C
Turn over the estimated \$21,700,000 in unpaid fines and fees to collection agency(s)				\$1,000,000	\$ 1,000,000	C
Contract for Court Security Officers			\$	\$ 275,000	\$275,000	C
Other Changes						
Increase Fee Schedules in each department and functional area	Determine willingness of Board to increase various fee schedules Evaluate the Building Dept. Fees Evaluate Planning Fees Evaluate Business license fees Evaluate Parks Fees Obtain Board approval for proposed fee schedule Conduct outreach to user groups with new fee information Implement collection process	Building and Safety, Community Development, Public Works, Parks and possibly others		\$90,000	\$105,000	B
Establish GPS base station Usage Fee	Determine feasibility of fee Determine amount of Fee Obtain approval of Board of Commissioners D. A. Review and Board of Commissioners Approval <small>Public charging for GPS base station usage</small>	Public Works	\$	\$ 15,000	\$ 20,000	B
Avoid adding new facilities without ongoing maintenance funding in place Don't proceed without identified operating funding Establish annual permit user fee for Regional Parks	Evaluate each such proposal Establish funding mechanism for maintenance or put project on hold Design Program Obtain BCC approval Market and implement Design Program Obtain BCC approval	Parks		\$	\$ 545,000	B
Support seasonal sports activities with user fees	Obtain BCC approval Market and implement		\$	\$ 90,000	\$ 90,000	B

**Washoe County, Nevada
Fundamental Services Review
Opportunity Identification and Development**

Opportunity	Description/Comment	Department(s)	\$\$\$ Impacts			Category
			One-time	Annual	Long-term Annual	
Shift General Fund costs to Grants where possible; accept only grants that include opportunity to recover all staff costs.	Review existing Grants for opportunity to absorb any additional costs. Shift costs if possible	Parks, Water Public Works Community Development Parks,			\$ 150,000	B
Charge Golf Course enterprise a rental or land use charge to compensate General Fund for use of County-owned asset.	Review feasibility of supplementing General Fund with revenue from Golf Enterprise Fund			\$ 150,000	\$ 150,000	B
Establish a User fee, Right of Way (ROW) for water agency use of County asset.	Develop proposal with fee structure Obtain Board approval Implement collection process	Water Resources		\$ 430,000	\$ 430,000	
Establish a User Fee on Sewer Service				\$ 310,000	\$ 310,000	
Transfer 10% of remaining value of 1/2 cent dedicated tax (\$532,633) to the General Fund		Social Services		\$ 53,000	\$ 53,000	A
Implement/approve full cost recovery for Health Dept fees for service		Health Dept		\$ 262,000	\$ 262,000	B
Approve new fines/fees	Implement fees for placing a hold on library materials	Library		\$ 100,000	\$ 100,000	B
Review user fees that have not been updated in two years and implement/approve full cost recovery for fees for service		Finance				B
Implement the State authorized 1% vehicle excise tax				\$ 8,000,000	\$ 8,000,000	B
TOTALS						
	Organizational changes		\$ (2,000,000)	\$ 8,301,870	\$ 10,714,120	
	Staff resource use		\$ -	\$ 2,185,400	\$ 5,490,400	
	Process / workflow changes		\$ (117,000)	\$ 2,735,950	\$ 2,878,550	
	External service sharing or consolidation		\$ -	\$ 4,048,500	\$ 4,048,500	
	Alternative service delivery		\$ (30,000)	\$ 1,875,000	\$ 1,875,000	
	Other changes		\$ -	\$ 9,700,000	\$10,415,000	
	TOTAL		\$ (2,147,000)	\$ 28,846,720	\$ 35,421,570	

6/23/11



Washoe County Health District

ENVIRONMENTAL HEALTH SERVICES DIVISION

Date: May 24, 2011

To: Washoe County District Board of Health

From: Jeanne Rucker, Environmental Health Specialist Supervisor

Subject: Additions, Amendments and Deletions to the Regulations of the Washoe County District Board of Health Governing Solid Waste Management

- Section 020.010 Adoption, Addition or Amendment of Regulations
- Section 020.030 Petitions to Appeal
- Section 020.040 Variances
- Section 020.095 Application for Variance
- Section 020.100 Variance Hearing
- Section 020.105 Variance: Action by the District Board of Health
- Section 020.110 Decision by District Board of Health
- Section 020.115 Compliance with Variance
- Section 020.120 Notice of Violation
- Section 020.125 Citation
- Section 020.130 Contents of Citation
- Section 020.135 Signature on Citation
- Section 020.150 Failure to Comply
- Section 020.160 Penalties
- Section 020.165 Severability
- Section 030.005 Solid Waste Management Systems – Approval by Health Authority
- Section 030.016 Load Screening of Waste
- Section 030.020 Placement of Solid Waste in Surface or Groundwater Prohibited
- Section 030.035 Placement of Solid Waste in Seasonal Watercourse
- Section 030.041 Establishment of Salvage Yard – Health Authority Approval Required
- Section 030.045 Treatment of Solid Waste Requires Permit to Operate
- Section 030.050 Treatment of Solid Waste Requires an Approved Operations Plan
- Section 030.057 Asbestos Disposal – Waste Release Permit Required
- Section 030.090 Open Burning
- Section 030.102 Tanks and Drums
- Section 030.105 Waste Vehicle Tires
- Section 030.110 Waste Oils

District Board of Health
Solid Waste Management Regulations
Page 2

Section 030.115 Street/Parking Lot Sweepings
Section 030.120 Liquid Waste/Biosolids/Sludge/Special Wastes
Section 030.137 Requirements for Disposal of Sludge and Untreated Sewage
Section 030.145 Pesticide Containers
Section 030.150 Dead Animals
Section 030.156 Manure
Section 030.157 Manure as a Soil Amendment
Section 030.158 Manure Used in Composting
Section 030.159 Manure Prohibited as Fill Material
Section 030.160 Dog/ Cat Feces Prohibited as Fertilizer
Section 030.175 Special Events
Section 030.184 Waste Release Permit
Section 030.185 Waste Release Permit Required for Waste Generated in Washoe County
Section 030.230 Waste Release Permit for Land Disposal Only
Section 040.032 Storage Time for Solid Waste in Remote Communities
Section 040.115 Construction and Demolition Waste
Section 040.165 Biohazardous Wastes
Section 040.170 Salvage Yard Wastes
Section 050.015 Responsibilities of Transporter of Solid Waste
Section 050.090 Time Frame for Removal of Solid Waste
Section 050.125 Waste as Property of Person Generating It
Section 050.130 Waste as Property of Waste Collector
Section 050.145 Illegal Dumping
Section 050.150 Criminal and Civil Penalties for Illegal Dumping

RECOMMENDATION

Staff recommends that the District Board of Health approve the proposed amendments, additions and deletions to the Regulations of the Washoe County District Board of Health Governing Solid Waste Management as presented.

BACKGROUND

The proposed regulatory modifications were drafted and provided to all solid waste permit holders for comment via email. The email also notified solid waste permit holders that public workshops would be held to take comments. An announcement of the public workshops was also published in the local newspaper as required. Two public workshops were conducted on May 11, 2011. Only three (3) persons attended. Those in attendance represented one of the primary stakeholders regarding the definition of garbage. Those in attendance expressed their support for the proposed definition. This definition has been pulled from this Board packet, however, based on additional comments received from another stakeholder.

District Board of Health
Solid Waste Management Regulations
Page 3

The public hearing was noticed in the Reno Gazette-Journal on three separate occasions (May 20, 23 and June 1, 2011). This meets the legal notice requirement for the public hearing to proceed.

Section 020 of the regulation relates to modification of the regulations, variance and appeal procedures and enforcement of the regulations. At one time, the Solid Waste Advisory Board existed to assist the District Board of Health in rendering decisions regarding variance requests and regulations. The Solid Waste Advisory Board was eliminated several years ago due to the lack of variance requests or appeals to staff decisions. This section of the regulations has been modified to clarify the process for variance requests, hearings and appeals. The regulation has further been amended to specify the criminal enforcement process currently in use for violations of solid waste management statutes or regulations. Finally, language has been proposed to ensure that the civil and criminal penalties afforded for illegal dumping and other solid waste violations outlined in NRS 444 are incorporated in to this regulation.

Section 030 has been amended and reorganized to address permitting of salvage yards as required under Nevada Revised Statutes and also to outline special wastes and the permitting or disposal limitations by category. As an example, a large section of the regulations dedicated to waste vehicle tires was deleted. Collection, transport and disposal of waste tires is now covered in Section 085 of these regulations and was adopted by the Board previously.

Section 040 is the section of the regulations dedicated to storage of solid waste. This has been amended to allow for additional storage time of solid waste in remote communities as long as there is no resulting public health problem. Construction and demolition waste must now be removed every fourteen (14) days unless an alternative schedule is approved by the Health Authority. This section now requires salvage yards to be managed in such a way that the salvaged material does not create a public nuisance.

Section 050 relates to waste collection and transport. This section has been reorganized for easier interpretation. Also, time frames for the removal of specific waste streams have been deleted; the language in this section has been updated to be reflective of actual practice(s) and allows for time extensions for valid reasons. Lastly, reference to criminal and civil penalties outlined in NRS 444 has been included for persons found guilty of illegal dumping.

A Business Impact Statement has been prepared as required by NRS 237.090. Please see Attachment A.

FISCAL IMPACT

There is no fiscal impact to the Department or the Division. The regulations as proposed simply clarify processes, waste classifications and provide some reorganization for ease of use. No major changes to Divisional practices will result from the proposed modifications.

ALTERNATIVES

1. The District Board of Health can amend, delete or make additions to the proposed regulatory changes prior to approval.

BUSINESS IMPACT STATEMENT

The following business impact statement was prepared pursuant to NRS 237.090 to address the proposed impact of additions, amendments and deletions to Sections 020, 030, 040, and 050 of the Regulations of the Washoe County District Board of Health Governing Solid Waste Management.

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

Two (2) public workshops were held on May 11, 2011 to take comment on the proposed regulations with three (3) individuals in attendance. Invitations were extended to solid waste industry representatives, both in writing, electronically and via telephone, to request feedback on the proposed regulatory language. Minutes were taken at this workshop and copies of the minutes can be made available upon request. In addition, the draft regulation was sent to all interested parties via email and comments were solicited in that manner. Finally, the proposed regulations were posted in the Health District website. A list of businesses and individuals provided with copies or notified of the regulation proposal is available upon request.

- 2. The estimated economic effect of the proposed rule on businesses which it is to regulate, including, without limitations, both adverse and beneficial effects, and both direct and indirect effects:**

Adverse effects: None.

Beneficial effects: Sections 020, 030, 040, and 050 have been modified to clarify enforcement and administrative processes; the proposed regulations have also been reorganized in a manner that should make them easier to use for WCHD staff as well as the public.

Direct effects: The direct effect of the proposed regulations is as outlined above.

Indirect effects: None

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

Staff from the Health District met with a number of business representatives regarding the proposed regulations. Whenever possible, their comments and concerns were considered in the regulatory draft. No new fees are proposed.

- 4. Health District estimates that the annual cost to the Health District for enforcement of the proposed rule is:**

The Waste Management Program already regulates all solid waste systems within Washoe County. Therefore, there will be no additional cost to enforce the proposed regulations.

- 5. If applicable, provide the following: The proposed rule provides a new fee or increases an existing fee and the total annual amount the Health District expects to collect is:**

There is no new fee associated with these proposed regulations.

The money generated by the new fee or the increase in existing fees will be used by the Health District to:

Not applicable. There is no new fee or increase associated with the proposed regulations.

- 6. If applicable, provide the following: The proposed rule includes provisions which duplicate or are more stringent than federal, state or local standards regulating the same activity. The following explains why such duplicative or more stringent provisions are necessary.**

The proposed regulations include some provisions of the Nevada Administrative Code (NAC) that had not previously been included in these regulations. As the Solid Waste Management Authority for Washoe County, the Washoe County Health District regulations must be at least as stringent as the state code. Therefore, the proposed regulations have been modified to include the provisions from NAC.

F-10/11

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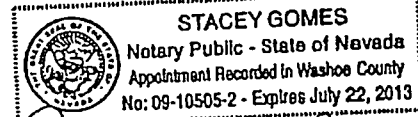
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COUNTY OF WASHOE

Being first duly sworn, deposes and says: That as the legal clerk of the Reno Gazette-Journal, a daily newspaper of general circulation published in Reno, Washoe County, State of Nevada, that the notice referenced below has published in each regular and entire issue of said newspaper between the dates: 05/20/2011 - 06/01/2011, for exact publication dates please see last line of Proof of Publication below.

Subscribed and sworn to before me

Signed:

JUNE 2011



Proof of Publication

NOTICE OF PUBLIC HEARING WASHOE COUNTY DISTRICT BOARD OF HEALTH
The Washoe County District Board of Health does hereby declare 1:00 p.m., June 23, 2011, at the Washoe County Health District, Conference Room B (1001 E. 9th Street, Reno, Nevada) as the time, date and place to consider changes to the Regulations of the Washoe County District Board of Health Governing Solid Waste Management. Interested persons who may be affected or wish to comment on any action being considered on the above date should appear at the public hearing to submit oral testimony or may address comments, data, views or arguments in written form to the Washoe County District Board of Health, P.O. Box 11130, Reno, Nevada 89520. Copies of the proposed regulations are available at the Washoe County Health District Office, Environmental Health Services Division, 1001 E. 9th Street, Reno, Nevada for inspection by any person. If you would like additional information, please contact Jeanne Rucker, 328-2423. Mr. Matt Smith, Chairman Washoe County District Board of Health No. 753245 May 20, 23, June 1, 2011

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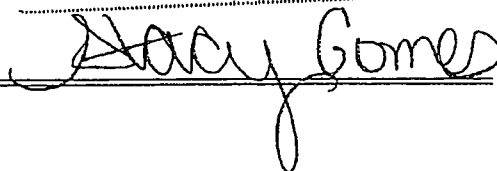
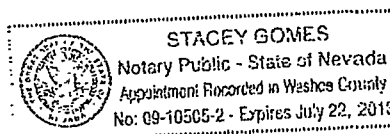
Being first duly sworn, deposes and says: That as the legal clerk of the Reno Gazette-Journal, a daily newspaper of general circulation published in Reno, Washoe County, State of Nevada, that the notice referenced below has published in each regular and entire issue of said newspaper between the dates: 05/04/2011 - 05/04/2011, for exact publication dates please see last line of Proof of Publication below.

Subscribed and sworn to before me

Signed: _____



MAY 04 2011



Proof of Publication

NOTICE OF PUBLIC WORKSHOPS The Division of Environmental Health Services of the Washoe County Health District will be holding two public workshops to hear and consider comments on additions, deletions and amendments to the Regulations of the Washoe County District Board of Health Governing Solid Waste Management, Sections 010, 020, 030, 040 and 050. This section pertains to the definition of garbage, the modification of regulations, solid waste management systems, storage of solid waste and solid waste collection and transport. The workshops will be held at the Washoe County Complex, Bldg B-Conf Rm B, 1001 E. 9th St; Reno, NV, on May 11, 2011, from 2-4 PM and 6-8 PM. It is not necessary to attend both workshops. If you would like additional information or a copy of the proposed regulations, please contact Jeanne Rucker at (775) 328-2423. No. 751865 May 4, 2011

WASHOE COUNTY
NOTARY PUBLIC
MAY 04 2011

REGULATIONS OF THE WASHOE COUNTY DISTRICT BOARD OF HEALTH GOVERNING SOLID WASTE MANAGEMENT

05/06/11

DEFINITIONS

010.300 GARBAGE means:

- A. ~~Putrescible animal and vegetable waste resulting from the handling, storage, preparation, cooking, sale and serving of food and beverage. This includes, but is not limited to:~~
 - 1. ~~Offal, swill, kitchen and table waste, and other organic animal and vegetable waste.~~
 - 2. ~~Bottles, cans, cups, plates, utensils, containers, and/or covering, or any construction or material that has been in intimate contact with food, confection, and/or beverage, and;~~
 - 3. ~~Any component used in the preparation or manufacture of matter intended for animal or human consumption, and;~~
 - 4. ~~Such matter and/or materials listed in (1) through (3) above that have been discarded without first being sanitized.~~
- B. ~~Biohazardous Waste (See Section 080)~~
- C. ~~The mixing, addition, or commingling of garbage with rubbish, trash, or other waste matter exclusive of biohazardous and hazardous wastes, renders the entire resulting mixture as garbage and requires the mixture to be handled as garbage.~~

010.300 GARBAGE means *putrescible animal and vegetable wastes resulting from the handling, storage, sale, preparation, cooking and serving of food and beverage, excluding any solid waste that is recyclable material, exclusive of biohazardous or hazardous materials, that is (a) being recycled and has been designated by the generator for recycling by separating it from the normal waste stream; or (b) delivered to a Materials Recovery Facility permitted pursuant to these regulations. The mixing, addition or commingling of garbage with trash, rubbish or similar wastes, exclusive of biohazardous or hazardous wastes, renders the entire mixture as garbage and requires that the mixture be handled as garbage; provided however, the presence of a de minimus amount of garbage, such as an individual food wrapper or stray coffee cup within a solid waste container does not render the entire mixture garbage.*

04/21/11 revised

SECTION 020

MODIFICATION OF REGULATIONS/*VARIANCE/ENFORCEMENT*

020.010 ADOPTION, *ADDITION OR* AMENDMENT OF REGULATIONS

Before the adoption, *addition* or amendment of regulations, the District Board of Health shall hold a public hearing. Notice of said *public* hearing shall be given in any newspaper qualified, pursuant to the provisions of Chapter 238 of the Nevada Revised Statutes. The notice shall be published once a week for three weeks, which notice shall specify, with particularity, the reasons and provide other informative details.

020.020 APPEAL PROCEDURE

Any aggrieved person may bring an appeal to the District Board of Health in one or more of the following situations:

- A. When any permit, as required by these regulations, has been issued, denied, renewed, suspended, or revoked, and said action has adversely affected said person in any manner.
- B. When the Health Authority has taken any action pursuant to the authority of these regulations, which action has adversely affected said person in any manner.

020.025 No person may bring an appeal to the District Board of Health based solely upon issuance of a misdemeanor citation.

020.030 All appeals to the District Board of Health shall be initiated by filing a petition or written notice of appeal in the office of the Director of Environmental Health Services Division or any other officer designated by the District Health Officer. This must be done within ten (10) working days after the appellant received an order or been the subject of any action, or has had a permit application denied, ~~renewed~~, or *had a permit* suspended or revoked by the Health Authority.

020.040 VARIANCES

The District Board of Health may upon petition grant a variance or waiver of the requirements of these regulations. The District Board of Health may, in granting any petition for a variance or waiver of the requirements of these regulations, impose appropriate conditions upon any applicant for said waiver or variance, and may revoke the variance for failure of said applicant to comply therewith with the approved conditions.

020.095 APPLICATION FOR VARIANCE

- A. A person who applies for a variance must pay a nonrefundable fee as set *forth* by the District Board of Health.
- B. To request a variance, a person must file a completed variance application ~~sheet on forms approved by the Health Authority at the office of the Director of the Environmental Health Services Division~~. The application must specify all sections of these regulations for which the person seeks a variance. The application must include such information *that the* District Board of Health deems necessary to facilitate the equitable and speedy determination of the matter presented.
- C. In addition to any other information which may be required by these regulations, all ~~petitions for variance applications from these regulations~~ shall state briefly the following:
 - 1. The sections of the regulations from which the variance is sought.
 - 2. A brief summary of the facts indicating why compliance with said section or sections is not possible.
 - 3. If compliance ultimately will be possible, the period of time for which the variance is sought.
 - 4. The requirements that the petitioner is able to meet, and the date on which the petitioner can comply with the requirements (i.e., schedule of compliance).

An application will not be considered complete until all the information specified in this section and the required fees have been received by the Health Authority.

- D. Upon receipt of the completed application *by the Health Authority*, ~~the Director will forward it to the chairman of the board a time, date and place will be established for the variance hearing~~.
- E. Within ~~forty (40)~~ *sixty (60)* working days of the date on which an application for a variance is filed, the *District Board of Health* will conduct a hearing to consider the variance request.

020.~~102~~100 VARIANCE HEARING

The District Board of Health, upon receipt of the application for variance specified in subsection 020.095, will hold a hearing. The District Board of Health may receive additional evidence and testimony from any person *during the hearing* and may

affirm, modify, or reverse staff recommendations. ~~or refer the application back to the Director of the Environmental Services Division for additional consideration.~~

020.100105 VARIANCE: ACTION BY THE DISTRICT BOARD OF HEALTH

The *District Board of Health* may ~~recommend~~ *approve* a variance only if, after a hearing on due and proper notice, it finds from a preponderance of evidence that:

- A. Compliance with these regulations would produce serious hardship on the petitioner without equal or greater benefits to the public; and
- B. Owners of the property in the general vicinity of the proposed variance would not be adversely affected.

020.110 *Once the District Board of Health has made its decision, the basis of the decision and any conditions imposed by the decision will be specified in writing and provided to the applicant within thirty (30) days of the hearing.*

020.115 *If a variance is approved by the District Board of Health, the applicant shall immediately comply with any condition imposed thereon. The variance expires eighteen (18) months from the date on which it was approved unless the District Board of Health specifies otherwise or the variance has been renewed prior to the expiration date.*

~~020.105 VARIANCE: ACTION BY THE DISTRICT BOARD OF HEALTH~~

~~A. At the close of the hearing, the Board shall make its decision and written recommendations for final action. The Board may recommend appropriate conditions are placed upon the variance and failure to comply with those conditions shall result in immediate revocation of the variance. The decision and written recommendations of the District Board of Health together with written findings, the evidence received at the hearing and the application shall be forwarded to the chairman of the District Board of Health and the District Health Officer within thirty (30) days after the hearing.~~

~~The District Board of Health, upon receipt of the recommendation specified in Subsection A, will make a final decision. The District Board of Health may receive additional evidence and testimony from any person and may affirm, modify or reverse the decision of the Board or refer the application back to the Board for additional consideration. The basis for the decision of the District Board of Health and any conditions imposed will be specified in writing and sent to the applicant within ten (10) days. The decision of the Hearing Board may be appealed to the District Board of Health within ten (10) days of the hearing.~~

~~B. If the variance request is approved by the District Health Officer, the applicant shall immediately comply with any condition imposed thereon. The variance~~

~~expires eighteen (18) months from the date on which it was approved unless the District Board of Health renews it within that time.~~

020.120 NOTICE OF VIOLATION

Whenever the Health Authority determines that any of these regulations have been violated, he may issue a written Notice of Violation (NOV) to the responsible party. The notice must specify the details of the violation, what section(s) of the regulations are in violation and the time frame for correcting the violation. The NOV must be issued to the person responsible for the violations and must be on forms approved by the Health Authority for this purpose.

020.115125 CITATION

~~Whenever the Health Authority determines that any of these regulations have been violated, he may issue a notice of violation. The Health Authority may also issue a citation into court of appropriate jurisdiction, and may be served by any peace officer, officer of the court or other authorized person. If the Health Authority has written and issued a Notice of Violation and the responsible party has failed to make the necessary corrections to comply with the NOV within the time frames originally established, the Health Authority may issue a criminal citation into the court of appropriate jurisdiction. The citation may also be served by a peace officer, officer of the court or other authorized person.~~

020.120130 Each citation shall include:

- A. Each section of the regulations which are allegedly violated.
- B. The facts alleged to constitute a violation of the regulations.
- C. The time and place the alleged violator must appear before the appropriate court.

020.125135 The citation constitutes a notice to the person named on the citation to appear in the court designated on the citation at the time and place specified. *The signature of the person to whom the citation has been issued is a promise to appear in court, not an admission of guilt.*

020.130140 If the person named on the citation fails to appear at the scheduled time and place, a bench warrant may be issued by the court to compel attendance, or the District Attorney may file a criminal complaint upon request of the Health Authority, followed by the serving of a summons or arrest warrant upon the person named in the complaint.

020.135145 Nothing in this section prevents the Health Authority from referring the matter to the District Attorney or the appropriate board of elected officials for the purpose of initiating abatement procedures.

020.150 FAILURE TO COMPLY

After the Health Authority has notified the responsible party of any violation of these regulations, it shall be unlawful for that person to refuse or fail to correct the violation(s) within the time limits set forth in the Notice of Violation or citation.

020.140155 INTERFERENCE WITH PERFORMANCE OF DUTY

No person shall refuse entry or access to any representative of the ~~Health Authority~~ Washoe County Health District upon presentation of appropriate credentials, who requests to inspect any property, premise, or place at or on which waste materials are being generated, stored, handled, processed or disposed, for the purpose of ascertaining the state of compliance with the regulations. No person shall obstruct, hamper, or interfere with any such inspection.

020.145160 PENALTIES

~~Violation of any provision of these regulations constitutes a misdemeanor.~~
Any person who violates any provision of these regulations is guilty of a misdemeanor. In addition, such a person may be enjoined from continuing such violations pursuant to NRS 444.592 and NRS 444.600. Each day or part of a day upon which such a violation occurs shall constitute a separate violation.

020.155165 SEVERABILITY

The provisions of Sections 010.004 to 090.195, inclusive, may not be interpreted to circumvent any of those provisions to make them less effective. If more than one interpretation exists for a provision, the more restrictive provision applies.

If any provision of these regulations is held invalid or unconstitutional, such invalidity or unconstitutionality shall not affect the other provisions which can be given effect without the invalid provision and to this end the provisions of these regulations are declared to be severable.

SECTION 030

SOLID WASTE MANAGEMENT SYSTEM(S)

030.005 All solid wastes shall be stored, collected, utilized, treated, processed and disposed in such a manner that a health hazard, public nuisance, or impairment of the environment shall not be created. *Before any method of solid waste processing, not otherwise specified by these regulations, is placed into operation, complete plans, specifications and design data must meet the approval of the Health Authority.*

- 030.010 All solid wastes shall be handled in such a manner so as not to contribute to the breeding of insects and rodents, or to support any disease vector.
- 030.012 The Health Authority may, upon specific request, authorize in writing, resource recovery from the waste stream if the materials to be reclaimed are separated, processed, and stored in a manner that creates no health risk, health hazard, or health nuisance, or the specifically approved recovery method meets all other requirements contained in this regulation.
- 030.015 All solid waste systems shall be operated in such a manner so as not to cause or contribute to pollution, or degradation of the atmosphere or surrounding lands.
- 030.016 All municipal solid waste haulers must take the waste to an approved transfer station prior to disposal at a municipal solid waste landfill for the purpose of load checking and hazardous waste screening. The only *exceptions exemptions* to this requirement are for:
- A. Non-commercial self-haulers; or
 - B. Those haulers that have obtained a waste release permit prior to disposal at a municipal solid waste landfill; or
 - C. Commercial haulers that are transporting non-hazardous, non-putrescible waste, rubbish, *industrial waste or construction and demolition debris* ~~or trash~~.
- All out of state municipal solid waste haulers must take waste to an approved transfer station prior to entering the Health District *for the purpose of waste disposal* ~~or Storey County for the purpose to ensure~~ of load checking and hazardous waste screening to exclude hazardous or unacceptable wastes. The transfer station must be located in the state where the waste originated.
- 030.020 Solid wastes shall not be placed in surface or groundwater, or within seven (7) feet of the highest groundwater table at the highest seasonal elevation. The ~~Washoe County District Health Department~~ *Health Authority* may, in special cases, require separation of more than seven (7) feet. ~~Special restrictions apply to hazardous waste.~~
- 030.030 Liquid wastes, sludge, and non-sewerable wastes shall not be accepted or disposed at a land disposal facility without written approval from the Health Authority.
- 030.035 Solid wastes shall not be placed on or within the hundred (100) -year floodplain or any perennial *or seasonal* watercourse.
- 030.040 No system for solid waste handling, processing, storage, recovery, salvage, or disposal shall be placed in operation unless approved by the Health Authority.

030.041 *A salvage yard must not be established until the location, facilities and proposed method of operation has been approved by the Health Authority.*

030.042 A fee, if established by the Nevada State Environmental Commission for out-of-state waste shall be assessed on all out-of-state waste imported into the Health District and areas administered by the District Board of Health for solid waste management for the purpose of waste storage, disposal, incineration, reduction or treatment.

030.045 All solid waste management systems or operations involved in the collection, storage, hauling, processing, recovery, salvage, *treatment* or disposal are required to obtain a permit to operate from the Health Authority.

030.046 Fees collected in accordance with this section of these regulations may be used by the Washoe County *Health District Health Department* for solid waste planning, research and development, land disposal site acquisition, land disposal site environmental monitoring, landfill operation and maintenance, site closure, solid waste education for the community served, recycling or other projects related to solid waste management.

030.047 A fee shall be charged for the issuance of a Permit to Operate in accordance with the fee schedule adopted by the Washoe County District Board of Health.

030.050 All solid waste management systems or operations involved in handling, collection, storage, hauling, processing, recovery, salvage, *treatment* or disposal shall place on file with the Health Authority an approved operational plan.

~~030.055 No solid waste management system or operation involved in handling, collection, storage, hauling, processing, recovery, salvage or disposal shall continue to operate within one (1) year after the effective date of these regulations without a valid permit issued by the Health Authority.~~

030.057 ASBESTOS

~~Asbestos containing material shall not be disposed of~~ *generated* within the *Washoe County Health District cannot be disposed* unless a valid waste release permit has been issued by the Health Authority for that material.

~~030.058 Friable asbestos containing material must be removed adequately wet and placed into a container adequately wet.~~

~~030.059 Friable asbestos containing materials must be placed into labeled plastic bags or drums and sealed. Labels must read "CAUTION: CONTAINS ASBESTOS - AVOID OPENING OR BREAKING CONTAINER. BREATHING ASBESTOS IS HAZARDOUS TO YOUR HEALTH."~~

030.090 OPEN BURNING

No person or municipality may operate a solid waste disposal facility utilizing open burning as a means of disposal, except as permitted by the Regulations of the Washoe County District Board of Health Governing Air ~~Pollution~~ *Quality Management*. *The Health Authority may approve open burning of yard waste and other untreated wood at facilities that serve remote communities if:*

- a) There is no other practicable alternative for the management of the waste; and*
- b) The burning is done in accordance with the Regulations of the Washoe County District Board of Health Governing Air Quality Management.*

030.095 Nothing in these regulations shall be construed to prevent the disposal of diseased animal carcasses by burning, if such burning is done in accordance with the Regulations of the Washoe County District Board of Health Governing Air ~~Pollution~~ *Quality Management*, except that such burning shall not be allowed at land disposal sites covered by these regulations.

030.102 TANKS AND DRUMS

All empty storage tanks and drums ~~which have previously stored any hazardous materials or waste,~~ must be cleaned by an approved method and have a valid waste release permit issued by the Health Authority before disposal in an approved land disposal site.

030.105 WASTE VEHICLE TIRES

Disposal of waste tires into ravines, gullies, canyons, or other areas not recognized by the Health Authority as a land disposal facility is prohibited.

~~A. Disposal of waste tires by open burning is prohibited.~~

~~B. Tires which are disposed of by land filling, and which are not properly incorporated with other wastes in general, must be baled, chipped, split, stacked by hand ricking, or otherwise handled in a manner provided for in the approved operational plan for the landfill and approved by the Health Authority.~~

~~C. Tires that are properly incorporated with other wastes shall be placed on the ground surface on the bottom or at the toe of the fill and covered with other wastes.~~

~~D. In no case shall waste tires be allowed in the top four (4) feet of the final lift.~~

~~E. Bulk quantities of tires exceed ten (10) tires per vehicle load. Bulk quantities of tires shall not be accepted at any landfill after 11:00 AM weekdays, and shall not be accepted on weekends or holidays.~~

Waste tires must be disposed in accordance with Sections 085.400 and 085.500 of these regulations.

030.110 WASTE OILS

~~Waste oils shall not be disposed of without the written approval of the Washoe County District Health Department, and/or other appropriate enforcement regulatory agency.~~

030.110 Waste oils, grease, oil sludge, oil soaked wastes, or other similar wastes shall not be placed in any land disposal facility unless special provisions for handling such wastes have been included in the *approved* operational plan, and/or unless such disposal has been approved by the Health Authority.

030.115 STREET/PARKING LOT SWEEPINGS

It is unlawful to use or deposit street/parking lot sweepings as fill material, or to dispose of this waste any place other than a municipal solid waste landfill.

030.120 ~~WASTE DISPOSAL LIQUID WASTE/BIOSOLIDS/SLUDGE/SPECIAL WASTES~~

~~Commencing January 1, 1991, aqueous and/or bulk liquid wastes generated by commercial facilities must not be placed in any municipal solid waste landfill for the purpose of ultimate disposal.~~

030.135 Sewage sludge, biosolids, and/or septic tank pumpings shall not be deposited or processed through any transfer station without prior written approval of the Health Authority.

030.137 *All sludge from treatment plants, used as soil amendment, shall be spread and placed beneath the surface of the soil within seven (7) days of its arrival at the plot, parcel, or premise unless such sludge has been heat treated, composted, pasteurized or processed in such a manner that the sludge no longer presents a public health or environmental nuisance. Untreated sewage sludge must not be used as fertilizer for root crops, vegetables, low growing berries or fruits that may be eaten raw or applied to land later than one (1) year prior to planting, where vegetables are grown. Raw sewage and septic tank pumpings must not be disposed of by land spreading, unless it is specifically determined and approved in writing by the Health Authority that such disposal can be conducted with assured, adequate protection of public health and safety and the environment. Disposal of raw sewage or septic tank pumpings at a municipal solid waste landfill unit is prohibited.*

030.140 Abandoned wells, wells, deep wells, other similar constructions or mine shafts, shall not be used for any type of waste injection or waste disposal.

030.145 Pesticide containers shall meet the following conditions:

- A. Metal, plastic and glass containers used for liquids shall have been processed by rinsing and draining, or other decontamination techniques. The processing procedure shall include, or be equivalent to, at least triple rinsing and thorough draining of the containers. Rinse waters ~~produced shall be placed in the spray tank and~~ disposed in accordance with federal, state and local requirements.
- B. Proof that these conditions have been met is the responsibility of the applicator.
- C. Paper and plastic sacks and bags used for pesticide dusts and wettable powders, which are empty, are suitable for disposal.

030.150 ~~Large dead animals shall be buried at the toe or base of the lift. The animal shall be covered with other wastes and compacted immediately. Minimum burial depth required at the end of the working day is a combination of four (4) feet of compacted waste and the required daily cover. Dead animals may be buried in a municipal solid waste landfill upon approval of the Health Authority and in accordance with the approved operational plan of the land disposal facility.~~

030.155 For other than landfill disposal of dead animals, Health Authority approval is required.

030.156 *MANURE*

All manure generated by domestic animals shall be picked up and removed at least once every seven (7) calendar days, or on a time frame approved by the Health Authority.

030.157 *All manure used as a soil amendment, shall be spread upon the surface of the ground, and shall be tilled or spaded under the surface of the ground within seven (7) days of its arrival at the premise or parcel of land.*

030.158 *Manure that is used in composting as defined by Section 010.152 of these regulations is exempt from the requirements of Section 030.157.*

030.159 *Manure shall not be used as fill materials as defined by Section 010.284 of these regulations.*

030.160 *Dog and/or cat feces is prohibited from re-use as a fertilizer or soil amendment and it shall be removed from the site of generation at least once every seven (7) days. More frequent removal may be required by the Health Authority if odors or vectors are present.*

030.162 *SUBDIVISIONS*

All proposed subdivisions and mobile home parks must submit to the Health Authority for approval, a plan for solid waste storage and removal. Final approval of any subdivision or mobile home park request shall be withheld until such information has been provided and approved.

030.165 CERTIFICATE OF OCCUPANY

All certificate of occupancy applicants for any business shall provide information as to the type of waste generated, processes producing waste, waste treatment, estimated volumes and method of collection, transport and disposal prior to license approval. ~~This shall be done on forms provided by the Health Authority.~~

030.175 SPECIAL EVENTS

Promoters of special events shall provide detailed information to the Health Authority as to the method of solid waste storage, handling and removal. *Solid waste management at special events shall be done in accordance with the Regulations of the Washoe County District Board of Health Governing Food Establishments, Section 170.530.*

~~**030.180 RESOURCE RECOVERY FACILITY**~~

~~Must meet the same requirements that transfer stations must meet in this regulation.~~

030.184 WASTE RELEASE PERMIT

If a waste mixture is generated containing a component known to be hazardous, and if the generator believes that the mixture is non-hazardous, then the mixture shall be tested at the generator's expense and the analytical data submitted to the Health Authority for determination as to whether the mixture is hazardous. *Laboratory analyses must be specific to the waste stream and approved by the Health Authority for the purpose of determining whether a waste stream is appropriate for landfilling or land disposal.*

030.185 A waste release permit issued by the Health Authority is required before disposal of any of the following *waste streams* ~~materials in a landfill regulated by the Health Authority generated in Washoe County:~~

- A. Condemned commercial products;
- B. Consumables which are unable to be sold and must be disposed of;
- C. Waste material resulting from a chemical spill which is determined to be non-hazardous;
- D. Empty tanks or drums;

- E. Any asbestos containing material;
- F. Any non-hazardous chemical waste;
- G. Special wastes, such as but not limited to, non-hazardous laboratory reagents, non-hazardous mining wastes including ore and assay samples, drilling mud and fluids from geothermal borings, monitoring wells, process wastes, and malodorous materials;
- H. *All other non-standard industrial or municipal solid waste; and*
- I. *Wastes generated by private residents, such as railroad ties or septic tanks.*

~~030.190~~ — ~~A substance for which a waste release permit has been issued must go directly to the land disposal facility, unless approved by the Health Authority in writing.~~

030.200 In order to receive a waste release permit, a generator must demonstrate the non-hazardous nature of the waste and complete an application *on a form* provided by the Health Authority. The application may be completed by the generator or his agent.

030.205 A completed application must contain the following:

- A. Name of generator;
- B. Actual address and mailing address of generator;
- C. Phone number of generator;
- D. Contact person (*generator or agent*);
- E. Identity of waste;
- F. Quantity of waste;
- G. Frequency of disposal;
- H. Signature of generator or his agent.

030.210 The material safety data sheet (MSDS), lab analysis, and required permit fee must accompany the submitted application.

030.215 Once all of the above have been submitted, the waste will be evaluated and a determination will be made as to whether or not, and under what conditions, the waste can be disposed in ~~the~~ *an approved* landfill.

- 030.220 When a waste release permit is issued, it will consist of the waste release permit and custody forms necessary for the requested disposal frequency.
- 030.225 Each custody form will be stamped with a serial *permit* number. ~~This number will also be stamped on the waste release permit.~~A waste release custody form must accompany each waste load going to ~~the~~ *an approved* landfill.
- 030.230 *Waste release permits are intended to convey disposal approval for land disposal facilities only. Waste release permits are not to be used for disposal of waste in a municipal solid waste transfer station, materials recovery facility or solid waste storage bin.*
- ~~030.230~~ 030.235 It is the waste generator's responsibility to ensure that any waste generated by him is disposed of by an approved method.

SECTION 040

SOLID WASTE STORAGE

040.005 GENERAL

Solid waste storage must not:

- A. Cause a health hazard;
- B. Attract or propagate vectors, vermin or pests, including but not limited to, dogs, bears, coyotes and raccoons;
- C. Create unpleasant odors; and
- D. Create a nuisance.

040.010 The person who is an owner, operator, and/or occupant of any premise, or property, business establishment, industry, or other public or private property, vacant or occupied, shall be responsible for the safe sanitary storage of all solid waste accumulated on the premise or property until it is legally removed.

040.015 It is the responsibility of the owner, or his agent, of a new, remodeled, or expanded commercial building or apartment complex, mobile home park, or other similar facility, to provide in the design proper storage which will accommodate the solid waste loading anticipated, and which will allow for efficient, safe waste removal, or collection. He shall demonstrate to, and get approval from, the Health Authority that he has made the required provisions in the design prior to construction.

040.020 Bulky wastes or other non-putrescible wastes unsuitable for storage containers

shall be stored in a nuisance-free manner, and shall be boxed, bundled, tied or contained in such a manner that the waste is protected from scattering, and is collectable. ~~Bundles must not exceed four (4) feet in length or weigh more than seventy-five (75) pounds.~~

040.030 Garbage shall not be allowed to remain on any premise for more than seven (7) days to prevent propagation or attraction of flies, rodents, or other vectors, and the creation of nuisances. Where it is deemed necessary by the Health Authority, because improper or inadequate storage, nuisance, odors, propagation of vectors, and/or the protection of public health, more frequent removal of garbage may be required. Where garbage and rubbish are containerized together, the period of removal shall be the same period of time as applied to garbage.

040.032 *The Health Authority may approve storage of garbage and similar putrescible wastes for more than seven (7) days before collection in a remote community if the municipality in whose jurisdiction the storage occurs demonstrates that an alternative minimum collection frequency will not result in increased litter or odors, the harboring of vectors, the storage of excess waste outside of containers, or any other health hazard, public nuisance or impairment to the environment. The Health Authority may revoke its approval of the alternative minimum collection frequency for cause.*

040.035 CONTAINERS

Containers for the storage of solid waste shall be:

- A. Of adequate size to contain the expected waste;
- B. Of proper design to contain the expected waste;
- C. In sufficient numbers to contain all solid waste generated from a particular premise, property, or waste generating activity; and
- D. Equipped with a suitable lid or cover.

Containers for the storage of garbage shall, in addition to the above, be:

- A. Non-absorbent;
- B. Watertight;
- C. Durable;
- D. Equipped with a tight-fitting lid;
- E. Odor resistant;

- F. Vector resistant;
- G. Easily cleanable;
- H. Designed for safe handling; and
- I. Designed to keep the contents free from pests and vermin, including but not limited to dogs, bears, coyotes and raccoons.

Plastic bags do not meet the intent of the requirements for garbage containers.

- 040.036** Upon notification by the Health Authority, an unacceptable waste storage container must be removed from use and replaced within seven (7) days.
- 040.040** Large containers, provided or utilized by commercial operations, and/or other waste generating operations, for the storage of garbage and similar putrescible waste, shall be equipped with lids that are easily opened and closed by the average-sized adult standing beside the container. Large drop boxes, or other similar containers, do not meet the intent of this regulation unless equipped with special, lightweight, easily manipulated, tight fitting lids.
- 040.045** Containers used for certain construction and demolition wastes are not required to be fitted with a lid or suitable cover until removed for transport. (~~See construction and demolition for additional information.~~)
- 040.050** The lid or cover of a solid waste storage container shall be maintained in a closed or covered position at all times when wastes are not in the immediate process of deposit.
- 040.055** All garbage containers shall be maintained in a clean condition, free from putrescible residue.
- 040.057** It shall be unlawful to use plastic bags as the stand-alone container for garbage.
- ~~**040.060** Individual residential storage containers shall not exceed thirty two (32) gallon capacity or weigh more than seventy five (75) pounds when filled, except where mechanical systems are approved.~~
- 040.065** It shall be unlawful to deposit solid waste in a container that is owned, and/or under the control of another person, unless permission to deposit said waste has been obtained from the owner or controlling person; or unless the container has been provided for public use.
- 040.070** Solid waste generated from domestic dwellings shall not be deposited in containers provided for *construction*, recreation or temporary event sites.

040.075 Any business operation, public or private, must provide approved containers on site, adequate to contain all solid waste generated by its particular operation. Provision must be made for acceptable removal of stored waste. Unless otherwise approved by the Health Authority, garbage must be removed every seven (7) days and trash/rubbish must be removed every fourteen (14) days.

040.090 LOCATION

Any container for the storage of solid waste shall be located upon the private property where the waste is generated, unless said container is placed on public property by a public agency for public use.

040.095 No container for storage of solid waste may block or restrict vehicular or pedestrian movement on any public street, alley, sidewalk or thoroughfare.

Exemptions to the above provisions may be approved by the Health Authority if the container is to be placed:

A. Upon public property by a public agency for public use.

B. Upon a public street, alley or thoroughfare for the removal of solid waste from a permitted construction or demolition site.

040.100 Compactors shall be located upon an impervious surface such as finished concrete or asphalt.

040.105 Compactors located in areas accessible to the public, shall be equipped in such a manner that only authorized personnel are able to operate the compactor.

040.110 Individual residential solid waste storage containers must be removed from the edge of an alley or street curb not later than 24 hours after waste collection by the franchised waste hauler occurs.

040.111 Residential and commercial solid waste storage containers must be stored in such a manner that precludes access by domestic or wild animals, by means of storage location, times of placement or removal from the street curb and/or used of approved animal resistant containers.

040.112 The owner of a residential or commercial solid waste storage container that is subject to chronic disturbance by domestic or wild animals shall provide an approved animal resistant container and/or relocate the container to an area that is not accessible by animals. A chronic disturbance is two (2) or more validated incidents in a twelve (12) month time frame beginning with the first valid incident. The approved animal resistant container must be installed within 90 days of the second validated incident within the twelve (12) month time frame.

040.115 CONSTRUCTION/ DEMOLITION WASTE

The general contractor must provide suitable containers for the storage of wastes generated at the construction site and shall insure that the containers are used and ~~regularly~~ removed *every fourteen (14) days unless an alternative schedule is approved by the Health Authority.*

040.125 In cases where there is no general contractor, each contractor, and /or sub-contractor, must be responsible for the proper storage and removal of their wastes.

040.130 Any storage container located on a construction site shall be equipped with a lid or other suitable cover to prevent the escape of wastes stored inside. If the wastes deposited in the container, due to their density and bulk, are not displaced by wind, then the lid or suitable cover requirement may be waived for on-site storage until removal occurs.

~~**040.135** The general contractor must remove excess concrete deposited at the construction site unless a fill has been approved for use on the construction site.~~

040.140 Wash water containing concrete residues must not be allowed to flow, be deposited, or remain on public property. Wash water and concrete residues must be contained upon the construction site, and/or upon the concrete manufacturer's manufacturing site for later disposal. Removal and disposal of excess concrete must be at regularly scheduled intervals *not to exceed fourteen (14) days.*

040.155 *Construction and demolition wastes must be watered, wet down or controlled in such a manner that prevents spillage or escape of waste material during loading, transport and unloading.*

040.165 BIOHAZARDOUS WASTES

Storage and containment of biohazardous wastes must conform with Sections 080.220 – 080.250, inclusive, of these regulations.

040.170 SALVAGE YARD WASTES

Salvage in a salvage yard must be stored in an orderly manner so as to prevent harboring rodents, vectors, any public nuisance and accidents. All nonsalvageable material must be stored and disposed of every seven (7) days at a minimum. No garbage or similar putrescible waste may be present at a salvage yard, except in approved containers for such wastes.

SECTION 050

WASTE COLLECTION AND TRANSPORT

~~050.005~~ ~~GENERAL~~

~~When a city, county or special district authorizes, or designates a person to provide solid waste collection, and/or transportation services to the general public within the territory under its jurisdiction, through contract or franchise, it shall assure itself that such person has adequate financial resources to properly conduct the operations authorized, and further, shall require said person comply with these regulations.~~

050.010 Each person authorized or designated to provide *solid waste* collection and/or transportation services *within Washoe County* shall obtain all necessary written permits and licenses from the appropriate approval/regulatory agencies.

050.015 Any person collecting or transporting solid waste shall:

- A. Be responsible for the prevention of littering or creation of nuisance at the loading point, during transport, and for the unloading at a land disposal site or other approved *solid waste management* facility; *all waste materials must be loaded and moved in such a manner that they will not fall, blow, leak, spill or otherwise become dislodged from the transporting vehicle. The transporting vehicle must be covered in a manner that will prevent such blowing, leaking or spilling. Any person transporting solid waste shall be responsible for the proper loading, covering and movement of solid wastes*
- B. Conduct work in a safe, efficient manner, obeying all applicable traffic laws and other laws;
- C. Immediately remove all spillage caused by his operations; *if solid waste spillage does occur, the vehicle operator shall immediately pick up the spilled waste, return it to the transporting vehicle, and insure the area where the spillage occurred has been thoroughly cleaned.*
- D. Protect the property of his customers;
- E. Create no public disturbance of the peace and quiet in and through residential areas of operation;
- F. Own the waste once collected; and
- G. *Comply with sections 080.500 – 080.550, inclusive, of these regulations if transporting biohazardous waste.*

050.020 Vehicles and containers used for the collection and transportation of putrescible waste shall be:

- A. Tightly covered;

- B. Non-absorbent;
- C. Leak proof;
- D. Vector resistant;
- E. Odor proof;
- F. Durable;
- G. Easily cleanable; and
- H. Designed for safe handling and operation.

050.025 Each person licensed to collect, and/or transport solid waste must:

- A. Obtain a permit to operate from the Health Authority;
- B. Provide the Health Authority with a current list of the numbers and types of vehicles and containers used in the operation; and
- C. Identify each vehicle and container used in the operation by clearly marking it.

050.030 ~~Uncleaned~~ Solid waste collection vehicles, *compactor collection vehicles*, or solid waste transportation vehicles, shall not be stored or parked on public streets or roads except under emergency conditions.

050.035 The person licensed to collect, and/or transport, solid waste shall designate a location where the vehicles and containers will be parked or stored when not in service. This designated location shall be approved by the Health Authority and other approval/regulatory agencies.

050.040 The person licensed to collect, and/or transport, solid waste must notify the user, through appropriate means, of the day on which collection will occur. Should any change in the day of collection or transport occur, the user must be given adequate advance notice of the change.

050.045 ~~All waste materials must be loaded and moved in s such a manner that they will not fall, blow, leak, spill or otherwise become dislodged from the transporting vehicle. The transporting vehicle must be covered in a manner that will prevent such blowing, leaking, or spilling. Any person transporting solid waste shall be responsible for the proper loading, covering, and movement of solid wastes.~~

050.060 ~~Where solid waste spillage does occur, the vehicle operator shall immediately pick up the spilled waste, return it to the transporting vehicle, and insure that the area where the spillage occurred has been thoroughly cleaned.~~

050.070 CLEANING OF VEHICLES AND CONTAINERS

Vehicles and containers provided for solid waste storage, collection, and transport shall be maintained and regularly cleaned to prevent odors, vector harborage and nuisance.

050.075 The Health Authority may require a specific container, compactor, or collection vehicle to be cleaned, when such container, compactor, or collection vehicle has an accumulation of putrescible material sufficient to harbor vectors, generate odor, and/or create nuisance.

050.080 WASTE REMOVAL

Garbage and similar putrescible wastes shall be removed for disposal from any premise or property not less than every seven (7) days. Where it is deemed necessary, the Health Authority may require a removal time of less than seven (7) days when conditions exist that would result in:

- A. The propagation of vectors;
- B. The harborage of vectors and/or vermin;
- C. The creation of nuisance; and
- D. ~~A clear and present danger to public health.~~ *A potential health hazard.*

050.090 After notification by the Health Authority, waste must be removed in accordance with the *time frame established by the Health Authority.* ~~Following schedule:~~

Waste Types	Time Limit
Garbage other putrescible	24 hours
Rubbish	48 hours
Dead animals incorporated area	06 hours
Unincorporated area	24 hours
Animal wastes	24 hours
Industrial, institutional, commercial,	
Construction/demolition and bulky wastes	48 hours
Infestious pathogenic and hazardous wastes	12 hours

~~The Health Authority may extend the above time limits in accordance with the operational policies and criteria established by the District Board of Health. An extension to the original time frame for removal of designated wastes may be approved by the Health Authority provided the request for extension outlines a reason for the extension. Reasons may include, but are not limited to, inclement weather,~~

equipment failure or lack of finances. The request must include a proposed time frame for compliance with the original order for removal of wastes.

050.100 WASTE OWNERSHIP AND RESPONSIBILITY

The person generating or producing any solid waste shall be responsible for the proper storage, removal, transport and disposal of solid waste. The person generating or producing solid waste must insure that the waste is collected and transported by a properly licensed and permitted solid waste collector and/or hauler, unless the waste is legally removed and transported on a self-haul basis. Solid waste, which has been disposed at any location, other than a municipal solid waste landfill, creates a rebuttable presumption that the waste was disposed of by the owner of the waste. Such disposal constitutes a violation of this Subsection and Subsection 050.125 to 050.145 to 050.135, inclusive.

050.110 The person generating or producing solid waste shall not maintain responsibility for his solid waste once the waste has been collected, received for transport or disposal by a properly licensed and permitted solid waste operator-system.

050.115 ~~For properties that are not owner occupied,~~ The property owner or his agent is ultimately responsible for the proper solid waste storage, removal, transport and disposal.

050.120 In those instances where a person rents or leases to another, underlying property owner or his agent shall be ultimately responsible for the solid waste generated and/or stored on those premises, should said solid waste remain the premises beyond the tenant term.

050.125 All waste is the property of the person generating it until it is lawfully deposited in:

- A. A land disposal facility;
- B. A suitable container and placed at the *customary approved* location on the customary schedule for collection;
- C. An approved *transfer station, materials waste recovery facility, recycling facility, composting facility, waste tire management facility* or other *approved waste processing facility*, ~~such as a transfer station~~; or
- D. A suitable container provided for public use.

050.130 Waste legally placed *at an approved location* for collection, processing, recovery or disposal becomes the property and responsibility of the collector, ~~and/or other appropriate operator involved in the solid waste management stream upon receipt of the waste~~ collector upon receipt of the waste as part of an *approved solid waste management system*.

050.135 No person shall remove waste placed for collection, other than the person generating the waste, or the authorized collector/processor.

050.145 *ILLEGAL DUMPING*

It is unlawful in the *Washoe County* Health District, for any person, public or private, to place, deposit, or dump, or cause to be placed, deposited, or dumped, any solid waste in, or upon, any public or private highway, street, alley, or road, or any lot or parcel of land, whether public or private, other than approved land disposal sites, exclusive of NRS 444.620.

050.150 *A person found guilty of illegal dumping as outlined in Subsection 050.145 shall be subject to the criminal and civil penalties established in NRS 444.630 – 444.635, inclusive.*

~~050.150 **MANURE**~~

~~All manure generated by domestic animals, shall be picked up and removed at least once every seven (7) days.~~

~~050.155 All manure, prior to removal, shall be stored in such a manner that there shall be no escape of odor, no attraction, harborage, or breeding of vectors, or vermin, and no creation of nuisance.~~

~~050.160 All manure used as a fertilizer, shall be spread upon the surface of the ground, and/or shall be tilled or spaded under the surface of the ground within seven (7) calendar days of its arrival at the premise or parcel of land.~~

~~050.165 Those manures not required to be spread and tilled under the surface of the ground are those which have been:~~

~~A. Chemically treated by a method approved by the Health Authority; or~~

~~B. Processed in a manner that eliminates odor or vector harborage.~~

~~050.170 It shall be unlawful to store manure on public or private property in excess of seven (7) days without the approval of the Health Authority.~~

~~050.170 **SLUDGES**~~

~~All sludges from treatment plants, used as fertilizers, shall be spread and placed beneath the surface of the soil within seven (7) days of its arrival at the plot, parcel, or premise to be fertilized, unless such sludges have been composted, heat treated, pasteurized, or processed in such a manner that the threat of nuisance from odor has been removed.~~

~~050.177 HAZARDOUS WASTE TRANSPORTERS~~

~~Any person who collects and/or disposes of hazardous waste in Washoe County must obtain a permit from the Washoe County District Health Department.~~

6/23/11



Washoe County Health District



Public Health
Prevent. Promote. Protect

STAFF REPORT

Board Meeting Date: 06/23/2011

DATE: June 13, 2011
TO: Washoe County District Board of Health
FROM: Doug Coulter, Supervising Engineer, Environmental Health Services Div.
 328-62429; dcoulter@washoecounty.us

THROUGH: Bob Sack, Division Director, Environmental Health Services

SUBJECT: Additions to the Washoe County District Board of Health Regulations
 Governing Public Bathing Places and Public Spas, specifically the Public
 Swimming Pool and Spa Operator Certification Program.

Public Swimming Pool and Spa Operator Certification Program

Section 010 Definitions

Section 020 Public Swimming Pool and Spa Operator Requirements

Section 030 Enforcement Actions

RECOMMENDATION

Staff recommends that the District Board of Health approve the proposed additions to the Washoe County District Board of Health Regulations Governing Public Bathing Places and Public Spas, specifically the Public Swimming Pool and Spa Operator Certification Program.

BACKGROUND

The proposed regulatory modifications were drafted and all public pool and spa permit holders were mailed a postcard providing the following web site to view and/or print the draft regulations: <http://www.washoecounty.us/health/ehs/regulations.html>.

The postcard also notified all public pool and spa permit holders that public workshops would be held to take comments. Two public workshops were conducted on separate days, May 4, 2011 and May 5, 2011. Only twelve (12) persons attended the two workshops. Of those that attended, all but one was in favor of the regulation amendments. All comments received regarding the proposed regulation are attached (Attachment A).

The public hearing was noticed in the Reno Gazette-Journal on three separate occasions (May 20, 23 and June 1, 2011). This meets the legal notice requirement for the public hearing to proceed.

Section 101 of the regulation relates to definitions specific to the Public Swimming Pool and Spa Operator Certification Program. The definitions are included as part of the proposed regulation and the definitions clarify terms and portions of the proposed regulation specific to the operation and enforcement of public pools and spas.

DBOH AGENDA ITEM # 13.

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

www.washoecounty.us/health

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Section 020 of the regulation relates to the requirements of a Public Swimming Pool and Spa Operator. This section outlines the minimum requirements that are required to operate a public pool and/or spa within Washoe County. This section is consistent with the Southern Nevada Health District standards for pool and spa operations.

Section 030 of the regulation relates to the enforcement of the Public Swimming Pool and Spa Operator regulation. This section outlines and specifies the proper conduct and actions for all permitted pools and spas in order to operate on a continual basis.

A Business Impact Statement has been prepared as required by NRS 237.090 (see Attachment B).

FISCAL IMPACT

There is no fiscal impact to the Department or the Division. Regulatory oversight of public pools and spas currently exists and is conducted on a routine basis. These regulations will provide minimum standards to be a qualified operator for all public pools and spas. Additionally, the standards proposed are accepted nationally and will have minimal financial impact to existing permitted pools and spas.

ALTERNATIVES

1. The District Board of Health can amend, delete or make additions to the proposed regulatory changes prior to approval.

DC:WR:pv

Attachment A

Responses to Comments on Proposed CPO Regulations

The Health District Staff conducted two public workshops to receive comments on the proposed CPO Regulation on May 4, 2011 from 1:30 pm to 3:00 pm and May 5, 2011 from 5:30 pm to 7:00 pm and received written comments from April 20, 2011 until May 13, 2011. The attached comments were received during the comment period.

From: Louise Pena [mailto:Louise@infinityassociationmgmt.com]
Sent: Thursday, May 12, 2011 9:09 AM
To: Rubio, Wesley S
Subject: Public Swimming Pool & Spa Operator Certification Program

I have read the Draft of the amendment that are to go into effect as of December 31, 2011.

I am very impressed to see Washoe County move forward in such an certification program requirements. I only wish it would go into effect immediately.

As an Association Supervising Community Manager I believe it will protect Board members and homeowner as well as Managers in knowing that the people hired to maintain the pools in their community is knowledgeable of the requirement and that our county is protecting their interest and safety as much as possible.

Louise M. Pena
Supervising Community Manager

Infinity Association Management, Inc.
1285 Baring Blvd.#401
Sparks, NV 89434
(775) 828-4800 Phone
(775) 828-2799 Fax
Louise@infinityassociationmgmt.com
www.infinityassociationmgmt.com

Mr. Betancourt,

Thank you. I am glad to hear you are in support.

As always, please feel free to contact me if you have any questions.

Sincerely,
Wes

Wesley Rubio, REHS
Environmental Health Services Division
Washoe County Health District
1001 E. 9th Street, Reno NV
(775) 328-2381

From: Victor M. Betancourt [mailto:vbetncrt@aol.com]
Sent: Thursday, May 12, 2011 8:21 AM

To: Rubio, Wesley S
Subject: Re: Pool and Spa Certification Program

Mr. Rubio,

Thank you for your reply.
I understand and are in full support of your Program.

Regards,

Victor Betancourt
Parkside Inn at Incline

-----Original Message-----

From: Rubio, Wesley S <WRubio@washoecounty.us>
To: Victor M. Betancourt <vbetncrt@aol.com>
Cc: Coulter, Doug <DCoulter@washoecounty.us>
Sent: Thu, May 12, 2011 7:31 am
Subject: RE: Pool and Spa Certification Program

Hello Mr. Betancourt,

The county will not conduct classes, so classes will have to be arranged through the private sector. As long as the course meets the National Swim Pool Foundation the County will accept the certification.

At this point I can only guess at what the cost would be to be certified in Washoe County, and we are thinking it will be around \$28.00 per person, every 3 years.

We are proposing this instead of increasing the number of inspections per year, which would significantly raise permit costs on a yearly basis.

Please let me know if this addresses your concerns. Feel free to contact me if you have any additional questions or if you would like me to clarify any other information.

Thank you,
Wes

Wesley Rubio, REHS
Environmental Health Services Division
Washoe County Health District
1001 E. 9th Street, Reno NV
(775) 328-2381

From: Victor M. Betancourt [<mailto:vbetncrt@aol.com>]
Sent: Tuesday, May 10, 2011 8:18 PM
To: Rubio, Wesley S
Subject: Pool and Spa Certification Program

Dear Mr. Rubio,
How much do you anticipate this certification program will cost?
I am sure that your committee is fully aware of the economic downturn that has had a severe effect on everyone's operation.
The last thing we need now is another operating expense!

Thank you,

Victor Betancourt
Parkside Inn at Incline

From: Rubio, Wesley S
Sent: Friday, April 29, 2011 7:43 AM
To: 'TahoeCSMI@aol.com'
Cc: Coulter, Doug
Subject: RE: Spa and Pool Operator Certification

Dennis,

The Health Department isn't going to make any money off of these regulations. We (the Health Department) are not conducting any courses. If the Health Department were to provide courses and the exam, that would increase the fees. This is very similar to what the Southern Nevada Health District (Clark County, Las Vegas) does with their pool and spa operator certification requirements.

There are a number of courses in the community that teach to the NSPF standard that are available for people to take. I am not sure of the cost of the courses in the community, which is something you may have to check into.

We are currently evaluating some curriculum from another National agency that teaches a pool and spa certification course, and if the curriculum is acceptable we will add that organization to the regulations too.

The initial fee for the Washoe County ID badge is still being determined, but should probably be in the range of \$35.00. The same fee would be required to renew your certification after the 3 year period, or if you lost the badge. Please note, that fee is just a guess; we will not know what the fee will be until after these regulations have been approved. We are not planning on charging for the ID cards until July 2012.

To renew the Washoe County certification you will need to provide the certification from a refresher course certified by NSPF. Since the County will not be providing courses we will accept the certification only from the approved course provider.

I hope this answers your questions, please contact me if you have additional questions or would like any clarification regarding the regulations. We will also be discussing these issues, and any others that come up, at the public comment workshops next week.

Thank you,
Wes

Wesley Rubio, REHS
Environmental Health Services Division
Washoe County Health District
1001 E. 9th Street, Reno NV
(775) 328-2381

From: TahoeCSMI@aol.com [mailto:TahoeCSMI@aol.com]
Sent: Thursday, April 28, 2011 11:52 AM
To: Rubio, Wesley S
Subject: Spa and Pool Operator Certification

Looks like the Health Department is looking for more money.

How many classes will be available for the certification course and what do you think the cost for the class will be?

Where will the classes be located?

How much will the county charge for the initial Certification Card and how much for the renewal?

What will be required for renewal as far as credits or continuing education?

Dennis Diullo
CSMI
P.O. Box 5595
Incline Village, NV 89450
775-831-3755
Fax 775-831-3756
Cell 775 742-2313

From: Rubio, Wesley S
Sent: Monday, May 02, 2011 8:05 AM
To: 'TahoeCSMI@aol.com'
Cc: Coulter, Doug
Subject: RE: Spa and Pool Operator Certification

Hi Dennis,

No problem, I am happy to send you any information you would like. I am sure there will be a few more classes that will pop up if this passes. We are also evaluating another course to see if it will be acceptable. If it is, we will add that course to the regulations also, which will give you another option for classes to take.

The goal is to have a more educated workforce, and the classes are going to be the best measure of doing that. So hopefully, the classes won't be as bad as the one you took.

Please let me know if you have any questions. If you get a chance we will be discussing this more this Wednesday from 1:30 – 3:00 pm at the Health Department in conference room B and on Thursday from 5:30 – 7:00 pm in the same room.

Thank you,
Wes

Wesley Rubio, REHS
Environmental Health Services Division
Washoe County Health District
1001 E. 9th Street, Reno NV
(775) 328-2381

From: TahoeCSMI@aol.com [mailto:TahoeCSMI@aol.com]
Sent: Friday, April 29, 2011 2:54 PM
To: Rubio, Wesley S
Cc: Coulter, Doug
Subject: Re: Spa and Pool Operator Certification

Thanks Wes, good information. Hopefully there will be enough courses, that allows everyone to participate. I think I have only attended one pool/spa course in my lifetime and I can't tell you how boring it was to me. The instructor was certainly not a ball of fire and maintained very little interest with his pupils. If you get a good instructor the courses are worth attending and go rather quickly.

Dennis Diullo
CSMI
P.O. Box 5595
Incline Village, NV 89450
775-831-3755
Fax 775-831-3756
Cell 775 742-2313

From: Rubio, Wesley S
Sent: Tuesday, May 17, 2011 9:05 AM
To: 'Jennifer Chandler'
Cc: Coulter, Doug
Subject: RE: CPO Course

Hi Jennifer,

I am still in the early stages of looking at the course. Right now is extremely busy due to the beginning of our seasonal pool season, so it will take me a little longer to review the information.

If everything looks good, we will gladly add the course to the regulations. But, I will need to spend some time reviewing this information, and I probably will not be done before late June.

Please contact me if you have any questions.

Thank you,
Wes

Wesley Rubio, REHS
Environmental Health Services Division
Washoe County Health District
1001 E. 9th Street, Reno NV
(775) 328-2381

From: Jennifer Chandler [mailto:jenniferchandler@nnmha.net]
Sent: Friday, May 13, 2011 3:53 PM
To: Rubio, Wesley S
Subject: CPO Course

Hi Mr. Wrubio,

Just checking in to see how the situation was going with the CPO ceredentialing with the Web based company who I put in contact with you. Keep me in the loop.

Have a great weekend!

Jennifer Chandler
NNMHA President and Lobbyist 2011
775-410-4100
www.nnmha.net

From: Rubio, Wesley S
Sent: Monday, April 25, 2011 11:00 AM
To: 'Jennifer Chandler'
Cc: Coulter, Doug
Subject: RE: CPO Training Conversation

Hi Jennifer,

I have not heard from the Tom regarding the course curriculum yet. But I wanted to forward you the following information. This information has already been mailed to all of the public pool and spa permit holders in the County, but I thought you may like to have it too.

Please contact me if you have any questions.

Thank you,
Wes

Wesley Rubio, REHS
Environmental Health Services Division
Washoe County Health District
1001 E. 9th Street, Reno NV
(775) 328-2381

From: Jennifer Chandler [mailto:jenniferchandler@nnmha.net]
Sent: Wednesday, April 20, 2011 11:29 AM
To: Rubio, Wesley S
Subject: CPO Training Conversation

Hi Mr. Wrubio,

This is Jennifer Chandler with the NNMHA and I just wanted to thank you for taking the time to call me yesterday. As per our conversation, here is the info. of the gentleman that called me the other day. I e-mailed him with your information and asked him if he would please forward you their CPO curriculum. His contact information is below.

Tom Donaldson
> Aquatic Training Institute
> tom@aquatictraininginstitute.com
> Cell 352-336-8945
>
> Please visit us at:
>
> www.AquaticTrainingInstitute.com

I hope you find this information useful and please keep me in the loop so I may inform my property owners of new regulations that effect them. Thanks again.

Jennifer Chandler
NNMHA President & Lobbyist 2011

From: Jennifer Chandler [mailto:jenniferchandler@nnmha.net]
Sent: Friday, May 13, 2011 3:53 PM
To: Rubio, Wesley S
Subject: CPO Course

Hi Mr. Wrubio,

Just checking in to see how the situation was going with the CPO ceredentialing with the Web based company who I put in contact with you. Keep me in the loop.

Have a great weekend!

Jennifer Chandler
NNMHA President and Lobbyist 2011
775-410-4100
www.nnmha.net

TO: Washoe County District Board of Health
FROM: Sparks Marina RV Park
SUBJECT: Pool and Spa Regulations for public Swimming Pool and Spa Operator Certification Program
DATE: May 5, 2011

Proposed Operator Certification Program:

The regulations that Washoe County are proposing for pool/spa operators should only be applicable to public indoor/outdoor owners/operators that:

- A. Charge a fee for the use of indoor/outdoor pool/spa facilities.
- B. Average 25 or more people daily for the year or the period from Memorial Day to Labor Day.

Proposed Change/Amendment:

The operator certification program as proposed would create undue hardship on owners of small seasonal outdoor pool/spa. Accordingly, the proposed regulations should not be applicable to small pool/spa facilities (25000 gallons or less for a pool , 1600 gallons or less for a spas).

- A. Monthly inspections should be carried put by the county health department to insure that health and safety issues are being met.
- B. Failure to meet required health and safety issues would need to be corrected within a week in order to continue operation of the same.
- C. A follow up inspection would be needed to insure that the problem issue/s have been corrected.

Response to May 5, 2011 Sparks Marina Letter

The purpose and goal of the proposed regulations are to require trained and knowledgeable staff that is responsible for the daily safe operation of the pool or spa. Section 020.035 of the proposed regulation lists the responsibilities of the certified public swimming pool and spa operator. If the pool or spa is closed when we arrived to perform an inspection as required under Section 020.035, E. then there is no violation. This is exactly what we expect the operators to do.

Comments A. through C. under the heading "Proposed Changes/Amendments" in the Sparks Marina letter are symptoms of the problem the proposed regulations are intended to address. Many of the pool and spa operators rely on the Health District staff to inspect the facility and list the violations to be corrected. When we only perform two inspections per year there are long periods of time when the facility may be operated in an unsafe manner. We do not want the operators to continue to rely on the Health District to tell them it is necessary to close the facility when the minimum standards are not met.

The disinfection levels and pH for pools and spas should meet the following water quality standards:

NAC 444.148 Quality of water. (NRS 439.200, 444.070)

3. The equipment must provide water which meets the following standards:

(a) The water must be continuously disinfected by a chemical which imparts an easily measured, freely available residual effect. Except as otherwise provided in NAC 444.207, adequate disinfection must be accomplished by one of the following:

- (1) Normal chlorination of 1.0 to 5.0 ppm chlorine at pH 7.0 to 8.0;
- (2) Chlorinated cyanurate chlorination of 1.0 to 5.0 ppm at pH 7.2 to 8.0; or
- (3) Normal bromination of 3.0 to 5.0 ppm at pH 7.0 to 8.0.

(b) The health authority may accept other disinfecting materials or methods if they have been adequately demonstrated to provide a satisfactory residual effect which is easily measured, and otherwise to be equally as effective under conditions of use as the chlorine concentration required in this section.

(c) The maximum permissible concentration of cyanuric acid is 100 ppm.

(d) The total alkalinity should be within the range of 80 to 120 ppm.

4. The chemical quality of water used in the facility must not cause irritation to the eyes or skin of the bathers, or have other objectionable physiological effects on bathers.

5. The water must have sufficient clarity at all times so that the pattern of the main drain in any pool is clearly visible from the walk at the deep end. Failure to meet this requirement constitutes a ground for the immediate closing of the facility.

[Bd. of Health, Public Bathing Places Reg. Art. 20 §§ 20.1-20.5, eff. 5-21-74]—(NAC A 7-23-82; 11-1-88)

Violations to this section are commonly observed during routine inspections. In some cases the disinfection levels are as high as 50 parts per million. At this level bathing suites and hair can be bleached, and skin irritation to most persons is observed. These types of water quality violations are usually due to improper water testing and/or chemical feed equipment operation. This is just one example of the types of health and safety violations we see during our routine inspections. In this example, the risk to public health would be the same if there were only one person in the pool or spa.

As stated earlier in this staff report the Health District performed monthly pool and spa inspections in the past. The number of inspections was reduced to two inspections per year in 2008 due to years of staff reductions and budget cuts. The current permit to operate for seasonal and annual pools and spas for two inspections per year is \$120.00 and \$133.00 respectively. Based on the current formula for calculating the pool and spa permit to operate fees the annual cost for monthly inspections would be \$282.00 for seasonal and \$727.00 for annual facilities. The Certified Pool Operator Courses are offered locally for \$219.00 to \$295.00 and would be good for 3 years under the proposed regulations. The cost of the CPO Course is significantly less than the permit to operate fees for monthly inspections.

BUSINESS IMPACT STATEMENT

The following business impact statement was prepared pursuant to NRS 237.090 to address the impact of the proposed changes to the Regulations of the Washoe County District Board of Health Governing Public Swimming Pool and Spa Operator Certification Program, specifically sections 010.005 through 030.030 inclusive.

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

Two public workshops were conducted to take comment on the proposed regulations and to explain the potential impacts to affected businesses. Twelve (12) persons attended the workshops and their comments and questions were considered. No substantial changes to the proposed regulations were made as a result of the workshops. A list of those businesses and individuals notified of the public workshops is available upon request. A notice of this public hearing was published in the Reno-Gazette Journal on May 17, 2011, June 3, 2011 and June 10, 2011. Further public comment will be taken during the public hearing for the proposed regulations at the Washoe County District Board of Health meeting on June 23, 2011.

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

Adverse Effects: Currently many of the pool and spa operators have passed the National Swimming Pool Foundation Certified Pool/Spa Operator Certification course and examination. Therefore, the proposed changes to the regulations will have a minimal economic impact on affected businesses and industry. Proposed changes are relative to workplace knowledge, safety, and pool and spa maintenance; therefore, the changes may result in increased costs to provide the National Swimming Pool Foundation Certified Pool/Spa Operator Certification.

Beneficial effects: Section 444.262 of the Washoe County District Board of Health Regulations Governing Public Bathing Places states “every public bathing or swimming facility must be maintained under the supervision of a qualified operator who is responsible for the sanitation and safety of the facility and for the maintenance of the equipment and records.” The proposed regulations will establish minimum standards to be a qualified operator. The regulatory standards for qualified operators in the Washoe County Health District will now be consistent with the Southern Nevada Health District standards for pool and spa operations. Improving the training and knowledge of pool and spa operators will decrease the number of major violations due to unsafe water chemistry and safety hazards at permitted public pools and spas.

Direct effects: The direct effect to business of this regulation is the need to ensure that public swimming pools and spas are maintained and do not present a potential hazard to the public health or environment. Increased awareness of public swimming pool and spa safety will decrease the number of permit to operate suspensions and increase the workplace knowledge to maintain safe and healthy environments.

Indirect effects: Some persons in the community will have to register, take, and pass the National Swimming Pool Foundation Certified Pool/Spa Operator Certification course and examination.

Business Impact Statement
Public Swimming Pool and Spa Operator Certification Program

Those persons within the community that have previously held this certification may have to renew their certification, or may have to take the entire course depending on the amount of time that has passed. This ensures that all persons in charge of public pools and spas will have up-to-date knowledge and training regarding proper safety, handling, and maintenance for their facility, equipment and the people they serve.

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

The standards proposed for adoption are accepted nationally and internationally. The standards are less stringent than the current regulation utilized by the Southern Nevada Health District, and therefore the financial impact will be minimal.

- 4. Washoe County Health District estimates that the annual cost to the County for enforcement of the proposed rule is:**

There will be no additional cost to the County or Health District due to the modified regulations. Regulatory oversight of the public pool and spa industry already exists and is currently managed by the Health District.

- 5. (If applicable, provide the following): The proposed rule provides a new fee or increases an existing fee and the total annual amount Washoe County Health District expects to receive is:**

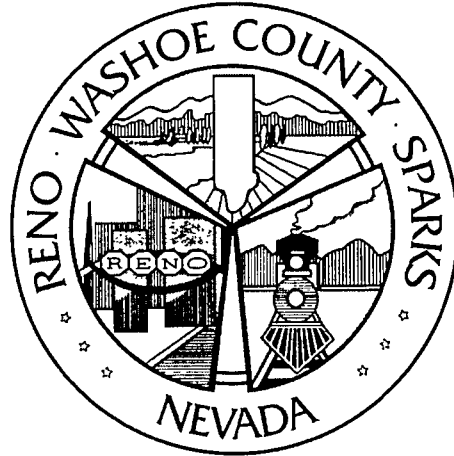
There will be no new fee associated with the proposed regulations at this time. Any future fees required will cover the cost of providing a picture ID issued by the Health District and will mimic the existing fee schedule established by the Regulations of the Washoe County District Board of Health Governing Food Establishments 015.125. The fees will be addressed during the budget and fee review process for FY 2012/2013.

The money generated by the new fee or increase in existing fee, will be used by the Health District to: Cover direct costs of providing a picture ID issued by the Health District.

- 6. (If applicable, provide the following): The proposed rule includes provisions which duplicate or are more stringent than federal, state or local standards regulating the same activity. The following explains why such duplicative or more stringent provisions are necessary.**

The proposed regulations do not duplicate federal or state standards but they do clarify current regulations. Section 444.262 of the Washoe County District Board of Health Regulations Governing Public Bathing Places states "every public bathing or swimming facility must be maintained under the supervision of a qualified operator who is responsible for the sanitation and safety of the facility and for the maintenance of the equipment and records." The proposed regulations set minimum standards for qualified operators. The regulatory standards for qualified operators in the Washoe County Health District will now be consistent with the Southern Nevada Health District standards for pool and spa operations. The standards proposed are accepted nationally and required in other jurisdictions to ensure the public health and safety of publicly operated pools and spas.

Washoe County



Health District

**REGULATIONS
OF
THE WASHOE COUNTY DISTRICT BOARD OF HEALTH
GOVERNING**

**Public Swimming Pool and Spa Operator
Certification Program**

**WASHOE COUNTY DISTRICT HEALTH DEPARTMENT
1001 EAST NINTH STREET
P.O. BOX 11130
RENO, NEVADA 89520
(775) 328-2434**

**AMENDMENT TO FOR PUBLIC BATHING PLACES AND PUBLIC SPAS APPROVED BY THE WASHOE COUNTY
DISTRICT BOARD OF HEALTH ON JUNE 23, 2011
Requirements in effect as of December 31, 2011**

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PUBLIC SWIMMING POOL AND SPA OPERATOR CERTIFICATION PROGRAM

GENERAL PROVISIONS

PURPOSE AND INTENT

Purpose The purpose of this section is to attain a uniform standard of training and certification for public pool and spa operation and management.

Intent There shall be a Public Swimming Pool and Spa Operator Certification Program administered under the direction of the Health Authority. Such a program will have as its primary goal, the assurance that persons operating public pools and spas understand the principles of water chemistry, disinfection, safety hazards and comply with the provisions set forth in these regulations.

PUBLIC SWIMMING POOL AND SPA OPERATOR CERTIFICATE REQUIRED

After December 31, 2011 all Public pools and spas, as defined in Sections 444.058 and 444.385 of these regulations, and issued permits by the Health Authority shall be under the direct supervision of a Certified Pool Operator (CPO). The CPO is not required to be physically present at all hours of operation; however the CPO must be available at any time required for the operation of the pool and/or spa and when requested by the Health Authority and at a minimum via telephone communication.

SECTION 010

DEFINITIONS

As used in this regulation, unless the context otherwise requires, the words and terms defined in Sections 010.005 through 030.030 inclusive, have the meanings ascribed to them in those sections.

010.005 “**CERTIFIED POOL/SPA OPERATOR (CPO)**” means an individual who has successfully completed the National Swimming Pool Foundation CPO course or renewal process.

010.010 “**HEALTH AUTHORITY**” means the District Health Officer of the Washoe County Health District or their authorized representatives.

010.015 “**NATIONAL SWIM POOL FOUNDATION (NSPF)**” means the national group that coordinates and administers the Certified Pool/Spa Operator (CPO) Course and certification process.

- 010.020 **“PERSON”** means a natural person, any form of business or social organization and any other non-governmental legal entity including, but not limited to, a corporation, partnership, limited liability company, association, trust or unincorporated organization.
- 010.025 **“PRIVATE SWIMMING POOL”** means any swimming pool at a single family private residence controlled by the owner of the residence, the use of which is limited to the owner’s family or invited guests of the owner.
- 010.030 **“PUBLIC SWIMMING POOL AND SPA”** means any artificial swimming lagoon; isolation floatation tank; mineral bath, therapeutic pool or similar facility; spa; special purpose pool; spray pool; swimming pool; wading pool; or water recreation attraction that is used by the public for swimming or bathing. “Public swimming pool and spa” or “public pool and spa” does not include “private swimming pool” as defined above.
- 010.035 **“PUBLIC SWIMMING POOL AND SPA OPERATOR”** means any person who voluntarily or for remuneration performs pool services at a public pool and/or spa and other duties associated with the operation of a public pool and/or spa and who is certified pursuant to these regulations.
- 010.040 **“WASHOE COUNTY DISTRICT BOARD OF HEALTH”** means the governing Board of the Washoe County District Health Department as comprised under the authority of the Nevada Revised Statutes (NRS) Chapter 439.390 and organized pursuant to NRS 439.370.
- 010.045 **“WASHOE COUNTY HEALTH DISTRICT”** means all of the geographical area in both the incorporated and unincorporated parts of Washoe County, Nevada.

SECTION 020

SWIMMING POOL AND SPA OPERATOR REQUIREMENTS

020.005 **REQUIREMENTS FOR PUBLIC SWIMMING POOL AND SPA OPERATOR CERTIFICATION**

Public Swimming Pool and Spa Operator Certification shall be accomplished by:

- A. Successful completion of the National Swim Pool Foundation (NSPF) Certified Pool/Spa Operator (CPO) examination, and obtaining a certificate of completion from the NSPF as a CPO;
- B. Payment of the certificate fee to the Health Authority.

020.010 QUALIFICATIONS FOR CERTIFICATION AS PUBLIC SWIMMING POOL AND SPA OPERATOR

An applicant for certification as a swimming pool and spa operator must:

- A. Fully understands the technical aspects of swimming pool water disinfection and equipment and materials used in connection therewith;
- B. Is fully competent to service, clean and maintain swimming pools and appurtenances;
- C. Has knowledge of the effects and hazards of chemicals used in swimming pool water;
- D. Has an understanding of testing procedures for determination of pH, disinfectant residual, cyanuric acid concentration, total alkalinity, calcium hardness, and acid demand;
- E. Has an understanding of basic water chemistry including, but not limited to, free and combined chlorine, superchlorination, pH, total alkalinity, and hardness;
- F. Has a knowledge of disinfectant feeding devices, filters, pumps, motors and heaters; and
- G. Has knowledge of applicable laws, regulations, local requirements, and standards relating to swimming pool and spa maintenance.

020.015 PUBLIC SWIMMING POOL AND SPA OPERATOR CERTIFICATE AND PHOTO IDENTIFICATION CARD ISSUANCE

Certificates and photo identification cards issued under this section shall be issued only after the Health Authority has received all of the following;

- A. An application, made in writing and on forms provided by the Health Authority for Public Swimming Pool and Spa Operator Certification;
- B. Documentation of successful completion of an NSPF CPO course;
- C. Documentation of successfully passing the NSPF CPO examination;
- D. A copy of the applicant's government issued driver's license or other form of government issued photo identification;
- E. Payment of the certificate fee to the Health Authority (fees submitted are not refundable if not accompanied by all necessary items listed in this section);

- F. Certification, certificates, and identification cards are issued as of the date when the applicant successfully completed an NSPF CPO examination and expire three (3) years from the date identified on the NSPF CPO certification.

020.020 REPLACEMENT OR DUPLICATE CERTIFICATES AND PHOTO IDENTIFICATION CARDS

Replacement or duplicate certificates and photo identification cards shall be issued after the Health Authority has:

- A. Received an application, made in writing and on forms provided by the Health Authority;
- B. Received payment of the certificate replacement fee (fees submitted are not refundable if not accompanied by all necessary items listed in this section);
- C. Taken a photograph of the applicant; and
- D. Replacement certificates and cards shall be issued with the same expiration date as the original certificate and photo identification previously issued by the Health Authority.

020.025 CHANGE OF NAME OR ADDRESS

Certificate holders shall inform the Health Authority of any name or address change. Legal documentation such as marriage certificates, divorce decrees or court orders shall be provided for any change in name.

020.030 RENEWAL CERTIFICATE AND PHOTO IDENTIFICATION CARD ISSUANCE

Renewal certificates and photo identification cards shall be issued after the Health Authority has received all of the following:

- A. An application for a Swimming Pool and Spa Operator Certification renewal, made in writing on forms provided by the Health Authority;
- B. Documentation of attending a training course or other alternate method of training, approved by the Health Authority for recertification of an NSPF CPO. Documentation of attendance must be within the 12 month period prior to the expiration of the applicant's current Swimming Pool and Spa Operator Certification;
- C. A copy of the applicant's current NSPF CPO Certificate;

- D. Payment of the Health Authority's certificate fee (fees submitted are not refundable if not accompanied by all necessary items listed in this section); and
- E. A photograph of the applicant taken by the Health Authority at the time of application submission.

020.035 RESPONSIBILITIES OF A CERTIFIED PUBLIC SWIMMING POOL AND SPA OPERATOR

The CPO in charge of pool or spa shall:

- A. Ensure that all employees and any other staff comply with the Regulations of the Washoe County District Board of Health Governing Public Bathing Places and Spas;
- B. Be responsible for identifying and correcting safety hazards in the day-to-day operation of the pool and/or spa and related facilities;
- C. Ensure that employees are effectively cleaning the pool and/or spa and related facilities;
- D. Maintain complete and accurate daily records of the pool and/or spa water chemistry, flow rate, chemical additions, and all other testing and information required by the Health Authority;
- E. Suspend all use of any pool and/or spa if conditions arise that may present a threat to public health, personal safety, or a threat to the environment.
- F. Maintain the Identification Card (ID) issued by the Health Authority current and on their person while working. The ID must be provided upon request by the Health Authority.
- G. Post the complete name, Public Swimming Pool and Spa Operator Certification number, expiration date, and valid phone number on a form provided by the Health Authority. The form must be posted at either the pool or spa, or in the pump room, and must be provided upon request by the Health Authority. The information on the form must remain current at all times while the pool and/or spa are in operation.
- H. Develop and implement specific policies, procedures and standards aimed at ensuring the pools and spas are operated in a manner that protects health and safety and prevents the spread of disease and water borne illness; and
- I. Conduct in-house self-inspections of daily operations on a periodic basis to ensure that procedures, operations, and safety are properly addressed.

020.040 MAINTENANCE STANDARDS

- A. Any Certified Public Swimming Pool and Spa Operator who provides pool or spa services at a public swimming pool or spa within the jurisdiction of the Health Authority shall provide these services in accordance with the standards and requirements set forth in the provisions of Nevada Administrative Code Chapter 444 relating to the clarity of pool or spa water, disinfection, pH, cyanuric acid concentration, total alkalinity, cleanliness of the pool, repair or modification of pool, and repair or replacement of pool equipment and piping.
- B. If the Certified Public Swimming Pool and Spa Operator is unable to provide services at a public pool or spa in accordance with the requirements of these regulations because of any defect or deficiency in pool and/or spa equipment or appurtenances which are the responsibility of the pool owner; the pool or spa operator shall promptly deliver to the pool owner a written notice which describes any such defect in sufficient detail to enable the pool owner to understand the nature of the defect and determine what repair or replacement of equipment or accessories is necessary in order to provide for adequate servicing of the pool. The pool or spa operator shall retain a dated copy of any such notice in their regular business records which shall be available for inspection by the Health Authority.

SECTION 030

ENFORCEMENT ACTIONS

**030.005 PUBLIC SWIMMING POOL AND SPA OPERATOR CERTIFICATE
SUSPENSION; SHOW-CAUSE HEARING**

- A. Whenever the Health Authority finds an unsanitary or other condition in the operation of a public pool and/or spa which, in their professional judgment, constitutes a substantial hazard to the public health or environment, the permit to operate the pool and/or spa may be suspended without warning, notice or hearing. The Health authority shall immediately issue and serve a written order specifying the deficiencies upon which the suspension is based. Any person to whom such an order is issued shall comply with it immediately.
- B. For serious and/or repeated violations of any of the requirements of these regulations, and/or resulting in the suspension of public pool and/or spa operating permits, the Public Swimming Pool and Spa Operator Certificate shall be subject to suspension pending a "Show-Cause Hearing". The Public Swimming Pool and Spa Operator certificate holder must present their case to the Health Authority and justify, explain, and/or prove why the suspension of the Public Swimming Pool and Spa Operator Certification should not occur. The Show-Cause Hearing must

be conducted at the Washoe County Health District, and be held within ten (10) days of receipt of written warning of the certificate suspension.

- C. Failure to respond to the Show-Cause Hearing will result in the suspension of the Public Swimming Pool and Spa Operator Certification, and may result in permanent revocation of the certification.
- D. Any person with a Public Swimming Pool and Spa Operator Certification that has been suspended may, at any time; submit an application for a reinstatement of their Public Swimming Pool and Spa Operator Certification. The application for reinstatement shall address how all deficiencies and conditions causing suspension of the Public Swimming Pool and Spa Operator Certification have been corrected. Upon review by the Health Authority a written response will be provided within ten (10) calendar days.
- E. Public Swimming Pool and Spa Operator Certificate suspension does not allow the operator to function as the Public Swimming Pool and Spa Operator for any and all facilities, and will subsequently require the permit to operate for all associated facilities to be suspended until such a time as a new operator with a current Public Swimming Pool and Spa Operator Certification issued by the Health Authority has been identified.

030.010 PUBLIC SWIMMING POOL AND SPA OPERATOR CERTIFICATE REVOCATION

- A. For serious and/or repeated violations of any of the requirements of these regulations, suspension of the Public Swimming Pool and Spa Operator Certification, or for interference with the Health Authority in the performance of their duties, the Public Swimming Pool and Spa Operator Certification may be permanently revoked after an opportunity for a hearing has been provided by the Health Authority. Before taking such action, the Health Authority shall notify the Public Swimming Pool and Spa Operator Certificate holder in writing, of the reasons upon which revocation of the Public Swimming Pool and Spa Operator Certificate is sought and advising the Public Swimming Pool and Spa Operator Certificate holder of the requirements for filing a request for a hearing.
- B. The Health Authority may permanently revoke the Public Swimming Pool and Spa Operator Certificate after ten (10) calendar days following service of the notice unless a request for a hearing is filed with the Health Authority by the Public Swimming Pool and Spa Operator Certificate holder within said ten (10) calendar days.
- C. Public Swimming Pool and Spa Operator Certificate revocation does not allow the operator to function as the Public Swimming Pool and Spa Operator for any and all facilities, and will subsequently require the permit to operate for all associated facilities to be suspended until such a time as a new operator with a

current Public Swimming Pool and Spa Operator Certification issued by the Health Authority has been identified.

030.015 HEARING PROCEDURES

- A. The hearings provided for in this section must be conducted by the Health Authority at a time and place designated by the District Health Officer. Based upon the record of the hearing, the Health Authority shall make a finding and may sustain, modify or rescind any official notice or order considered in the hearing. A written report of the hearing decision must be furnished to the Public Swimming Pool and Spa Operator certificate holder by the Health Authority within ten (10) days. The decision of the Health Authority is final.
- B. Service of notices and orders shall be made by either one of the following:
 - 1. Personal service on the Public Swimming Pool and Spa Operator Certificate holder(s); or,
 - 2. Registered or certified mail addressed to the Public Swimming Pool and Spa Operator Certificate holder(s) at their address on file. Service shall be completed at the time of deposit into the United States Mail.
- C. At the time and place stated in the suspension and/or revocation of Public Swimming Pool and Spa Operator Certificate holder hearing, the Health Authority shall hear and consider all relevant evidence, objections, or protests, shall receive sworn testimony of owners, witnesses, Health District personnel, and interested persons. The hearing may be continued from time to time.
- D. All hearings held shall be recorded by a video or audio recording device unless the Health District chooses to use a court recorder. The hearings need not be conducted according to technical rules of evidence. Hearsay evidence may be used for the purpose of supplementing or explaining any direct evidence, but shall not be sufficient alone to support a finding unless it would be admissible over objection in a civil action in a Nevada court of competent jurisdiction. Any relevant evidence shall be admitted if it is the type of evidence on which reasonable persons are accustomed to rely in the conduct of serious affairs, regardless of the existence of any common law or statutory rule which might make improper the admission of such evidence over objection in a civil action. Oral evidence shall be taken only on oath or affirmation. Irrelevant or unduly repetitious evidence shall be excluded.

030.020 PENALTIES

- A. Any person who violates any of the provisions of these regulations is guilty of a misdemeanor, and may be subject to prosecution.

- B. Each day or part of a day during which such violation is continued and/or repeated constitutes a separate violation.

030.025 ADDITIONAL REGULATIONS

- A. The Health Authority is hereby authorized to make such additional rules and regulations as may be necessary for the properly and orderly administration of these regulations.
- B. These regulations shall be in full force upon approval by the Washoe County District Board of Health.

030.030 SEVERABILITY

- A. If any provision of these regulations is held invalid or unconstitutional, such invalidity or unconstitutionality shall not affect the other provisions, which can be given effect without the invalid provision, and to this end the provisions of these regulations are declared to be severable.

SECTION 030

ENFORCEMENT ACTIONS

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- A. Whenever the Health Authority finds an unsanitary or other condition in the operation of a public pool and/or spa which, in their professional judgment, constitutes a substantial hazard to the public health or environment, the permit to operate the pool and/or spa may be suspended without warning, notice or hearing. The Health authority shall immediately issue and serve a written order specifying the deficiencies upon which the suspension is based. Any person to whom such an order is issued shall comply with the terms within the time period set forth by the Health Authority.
- B. For serious and/or repeated violations of any of the requirements of these regulations, and/or resulting in the suspension of public pool and/or spa operating permits, the Public Swimming Pool and Spa Operator Certificate shall be subject to suspension pending a hearing before the Health Authority. The hearing must be conducted at the Washoe County Health District, and be held within ten (10) days of receipt of written warning of the certificate suspension.
- C. Failure to respond to the hearing will result in suspension of the Public Swimming Pool and Spa Operator Certification, and may result in permanent revocation of the certification.
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- B. Service of notices and orders shall be made by either one of the following:
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 - 2. Registered or certified mail addressed to the Public Swimming Pool and Spa Operator Certificate holder(s) at their address on file. Service shall be completed at the time of deposit into the United States Mail.
- C. At the time and place stated in the suspension and/or revocation of Public Swimming Pool and Spa Operator Certificate holder hearing, the Health

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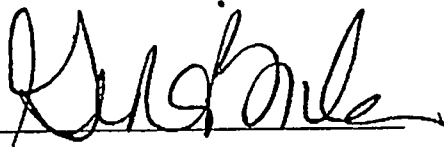
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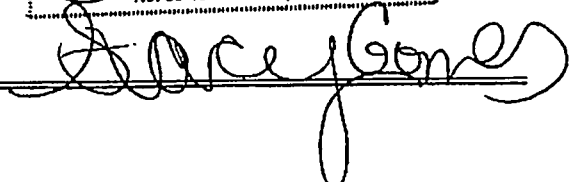
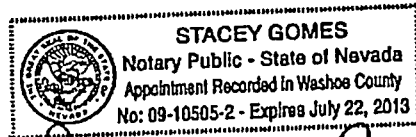
Being first duly sworn, deposes and says: That as the legal clerk of the Reno Gazette-Journal, a daily newspaper of general circulation published in Reno, Washoe County, State of Nevada, that the notice referenced below has published in each regular and entire issue of said newspaper between the dates: 05/20/2011 - 06/01/2011, for exact publication dates please see last line of Proof of Publication below.

Subscribed and sworn to before me

Signed: _____



JUN 01 2011



Proof of Publication

NOTICE OF PUBLIC HEARING WASHOE COUNTY DISTRICT BOARD OF HEALTH
The Washoe County District Board of Health does hereby declare 1:00 p.m., June 23, 2011, at the Washoe County Health District, Conference Room B (1001 E. 9th Street, Reno, Nevada) as the time, date and place to consider the adoption of Regulations of the Washoe County District Board of Health Governing Public Swimming Pool and Spa Operator Certification Program. Interested persons who may be affected or wish to comment on any action being considered on the above date should appear at the public hearing to submit oral testimony or may address comments, data, views or arguments in written form to the Washoe County District Board of Health, P.O. Box 11130, Reno, Nevada 89520. Copies of the proposed regulations are available at: <http://www.washoecounty.us/health/ehs/land/scp.html> and the Washoe County Health District Office, Environmental Health Services Division, 1001 E. 9th Street, Reno, Nevada for inspection by any person. If you would like additional information, please contact Doug Coulter, 328-2429. Mr. Matt Smith, Chairman Washoe County District Board of Health No. 753246
May 20, 23, June 1, 2011

6/23/11



WASHOE COUNTY HEALTH DISTRICT

AIR QUALITY MANAGEMENT DIVISION



Public Health
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DATE: June 23, 2011

TO: District Board of Health

FR: Kevin Dick, Air Quality Management

SUBJECT: District Board of Health Regulations Governing Air Quality Management Revisions to Section 030.905 (Sources Requiring Part 70 Permits)
Revisions to Section 010.1303 (Definitions – Regulated Air Pollutant)
Agenda Item: 14.

Recommendation

Air Quality Management Division Staff recommends that the attached regulation revisions to Section 030.905 and 010.1303 be approved by the District Board of Health for compliance with the federal Clean Air Act greenhouse gas requirements for new stationary sources with the potential to emit 100,000 tons per year of CO₂ equivalent emissions (CO₂e) and modifications at existing major sources that increase CO₂e by 75,000 TPY.

Background

On April 2, 2007, the Supreme Court found that greenhouse gas emissions (GHGs), including carbon dioxide, are air pollutants covered by the Clean Air Act. As a result, the Environmental Protection Agency (EPA) moved forward in issuing regulations under the Clean Air Act to control GHG emissions which included stationary source permitting requirements under the Prevention of Significant Deterioration (PSD) and Operating Permit (Title V) programs.

On May 13, 2010, EPA promulgated the “Tailoring Rule.” The rule addresses large facilities emitting greenhouse gases, and requires these facilities to obtain air permits that demonstrate compliance with the best technologies to minimize GHG emissions (in most cases energy efficiency). The rule also established new thresholds that would “tailor” the emissions thresholds which trigger the permitting requirements to levels much higher than those established for criteria pollutants. This was done to limit the number of facilities required to obtain GHG permits to those very large emitters such as power plants, refineries, and cement production plants. Smaller facilities are not subject the GHG permitting requirements.

The GHG proposal addresses the emissions of six greenhouse gases: carbon dioxide (CO₂), methane (CH₄), Nitrous Oxide (NO), hydrofluorocarbons (HFCs), perfluorocarbons (PFCs), and sulfur hexafluoride (SF₆). The rule uses CO₂ equivalent emissions (CO₂e) to determine the permitting threshold. CO₂e is calculated by

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DBOH AGENDA ITEM # 14.

multiplying the mass of emissions for each of the GHGs by the gas' global warming potential.

The Clean Air Act Amendments of 1990 requires that all states (including County Air Programs such as Washoe) develop operating permit programs. Under Part 70 permit programs, known as Title V operating permit programs, every major industrial source of air pollution must obtain an operating permit. These permits, which are reviewed every five (5) years, establish the air emissions control requirements that apply to a facility.

Under the Tailoring Rule the GHG threshold limit for new stationary sources is 100,000 tons per year of CO₂e. Modifications at existing major sources that increase CO₂e by 75,000 TPY or more will also be subject to GHG permitting requirements. It is very unlikely that AQM will encounter any sources requiring GHG permits in the foreseeable future (especially since the State of Nevada is responsible for permitting fossil fuel fired steam generating power plants even if such a facility is located in Washoe County).

Alternatives

1. The District Board of Health may determine not to adopt the proposed greenhouse gas revisions as required by the federal Clean Air Act.
2. The District Board of Health may determine to have staff modify a portion or all of the proposed language and schedule a future public hearing for proposed adoption.



Kevin Dick
Division Director
Air Quality Management Division

MONDAY, MAY 23, 2011

Legals

Legals

**NOTICE OF PUBLIC HEARING
WASHOE COUNTY DISTRICT BOARD OF HEALTH**

The Washoe County District Board of Health does hereby declare 1:00 p.m., June 23, 2011, at the District Health Department South Auditorium (1001 East 9th Street, Reno) as the time, date, and place to consider a proposed amendment to the Washoe County District Board of Health Regulations Governing Air Quality Management for the adoption of regulations to meet federal requirements concerning the permitting of sources emitting greenhouse gasses (GHGs).

Interested persons who may be affected or wish to comment on any action being considered on the above date should appear at the public hearing to submit oral testimony or may address comments, data, views, or arguments in written form to the Washoe County District Board of Health - Air Quality Management Division, P. O. Box 11130, Reno, NV 89520. Copies of the proposed regulation revisions to section 010 - definition of "source" and "stationary source" as well as new definitions for greenhouse gasses and carbon dioxide equivalent are available at the Air Quality Management Division office, 1001 E. Ninth St., Suite 115, Reno NV 89512 for inspection by any interested person.

Matt Smith, Chairman
Washoe County District Board of Health
No.753523 May 23, Jun 8, 20, 2011

THURSDAY, JUNE 2, 2011

Legals

Legals

**NOTICE OF PUBLIC HEARING
WASHOE COUNTY DISTRICT BOARD OF HEALTH**

The Washoe County District Board of Health does hereby declare 1:00 p.m., June 23, 2011, at the District Health Department South Auditorium (1001 East 9th Street, Reno) as the time, date, and place to consider a proposed amendment to the Washoe County District Board of Health Regulations Governing Air Quality Management for the adoption of regulations to meet federal requirements concerning the permitting of sources emitting greenhouse gasses (GHGs).

Interested persons who may be affected or wish to comment on any action being considered on the above date should appear at the public hearing to submit oral testimony or may address comments, data, views, or arguments in written form to the Washoe County District Board of Health - Air Quality Management Division, P. O. Box 11130, Reno, NV 89520. Copies of the proposed regulation revisions to section 010 - definition of "source" and "stationary source" as well as new definitions for greenhouse gasses and carbon dioxide equivalent are available at the Air Quality Management Division office, 1001 E. Ninth St., Suite 115, Reno NV 89512 for inspection by any interested person.

Matt Smith, Chairman
Washoe County District Board of Health
No.753523 May 23, Jun 8, 20, 2011

010.1303

“REGULATED AIR POLLUTANT” shall mean the following: (Revised 6/23/11)

1. Nitrogen oxides or any volatile organic compounds;
2. Any pollutant for which a national ambient air quality standard has been promulgated.
3. Any pollutant that is subject to any standard promulgated under section 111 of the Act.
4. Any class I or II substance subject to a standard promulgated under or established by title VI of the Act.
5. Any pollutant subject to a standard promulgated under section 112 or other requirements established under section 112 of the Act. Including the following:
 - a. Any pollutant subject to requirements under section 112(j) of the Act. If the administrator fails to promulgate a standard pursuant to section 112(e) of the Act, any pollutant for which a subject source would be major shall be considered to be regulated on the date 18 months after the applicable date established pursuant to section 112(e) of the Act; and
 - b. Any pollutant for which the requirements of section 112(g)(2) of the Act have been met, but only with respect to the individual source subject to section 112(g)(2) requirement.

(Adopted 10/20/93)

6. ***Greenhouse gases that are subject to regulation as defined in 40 CFR 70.2.***

SOURCES REQUIRING PART 70 PERMITS

030.905

SOURCES REQUIRING PART 70 PERMITS (Adopted 10/20/93, Revised 10/25/95, 6/23/11)

A. Sources Required to Obtain a Part 70 Permit;

The following sources and source categories shall be subject to Part 70 Permitting:

1. Any Major Stationary Source;
2. Any source, including area sources, subject to a standard, limitation or other requirement under section 111 (New Source Performance Standards) of the Act;
3. Any source, including an area source, subject to a standard or other requirement under section 112 (Hazardous Air Pollutants) of the Act. However, a source which is subject to regulations or requirements only under section 112(r) of the Act shall not be required to obtain a permit;
4. Any source that includes one or more units subject to Title IV (Acid Rain) of the Act;
5. Any source in a source category designated by the EPA Administrator pursuant to 40 CFR Part 70.
6. ***Any new or modified existing sources of greenhouse gasses are subject to regulation if they exceed the thresholds specified in 40 CFR 70.2.***

B. Exemptions

The following sources and source categories shall be exempted from Part 70 permit requirements:

1. Any source subject to this regulation solely because it is subject to 40 CFR Part 60, subpart AAA, Standards of Performance for New Residential Wood Heaters.
2. Any source subject to this regulation solely because it is subject to 40 CFR Part 61, subpart M, National Emission Standards for Hazardous Air Pollutants for Asbestos, Standards for Demolition and Renovation.
3. Insignificant Emission Levels

Sources with the potential to emit less than an annual average of two (2) pounds per day of any criteria pollutant or less than one (1) pound per day of any hazardous air pollutant on a facility wide basis are exempted from all part 70 permitting requirements. Such sources may still be required by the Control Officer to obtain a non-Part 70 operating permit under District regulations. No source which is itself subject to an applicable requirement may qualify as an insignificant source.

4. All Dry Cleaning operations with the potential to emit less than ten (10) tons per year of any criteria or hazardous air pollutant shall be exempted for a period of five (5) years from the initial EPA Part 70 program approval date unless required to obtain a permit under **Section 030.905(A) (5)**.
5. All sources which would be subject to Part 70 permits under **Section 030.905 (A)** which are not major sources, affected sources or solid waste incineration units subject to permitting under section 129(e) of the act, are exempt from requirements to obtain a Part 70 permit for a period of 5 years from the date of EPA approval of the Washoe County Part 70 permit program.
6. Sources may seek exempt status by limiting facility emissions to levels below those defined for a major source as provided in **Section 010.090, part D (prohibitory status) and part E (Synthetic Minor sources)**.

C. Sources Which Must be Permitted by the State of Nevada

Any facility whose principal business is to generate electricity using steam derived from the burning of fossil fuels must obtain any necessary Part 70 permit(s) from the State of Nevada.

6/23/11



Washoe County Health District



Public Health
Prevent. Promote. Protect.

June 13, 2011

TO: District Board of Health Members
FROM: Joseph P. Iser, MD, DrPH, MSc
SUBJECT: Final Legislative Bill Tracking Report for 2011 Session

Recommendation

Staff recommends the Board accept the final update to the Legislative Bill Tracking for the 2011 Session.

Background

Attached is the update to the current report of Bills the Health District Staff have reviewed, are tracking or monitoring; and for which Staff has provided testimony.

Respectfully,

District Health Officer

DBOH AGENDA ITEM # ~~15~~

WASHOE COUNTY HEALTH DISTRICT - 2011 LEGISLATIVE BILL TRACKING

BDR or Bill #	Primary Sponsor	Status	Summary	Background/Analysis/Fiscal Impact	Recommendation & Staff Assignment
AB2	Assemblywoman Kirkpatrick	Passed Assembly 04/08/11 Amended and passed in Senate, 5/30/11 Senate Amendment 776 concurred in Assembly. To Enrollment 5/31/11 Sent to the Governor	Provides for the exemption of older motor vehicles that have applied for antique vehicle, street rod, classic rod or classic vehicle license plates from emissions testing requirements if the owner of the motor vehicle certifies that the motor vehicle has not been driven more than 5000 miles the previous year. Amendment 776: Makes the on time fee emissions fee assess, the equivalent amount of an emissions testing certificate fee, prevents motorists from applying for the special plates for 90 days after they have failed an emissions test.	<p>1) The bill allows for the elimination of the initial emissions control testing requirement for vehicles issued special license plates including antique vehicles, street rods, classic rods and classic vehicles. Rather than passing an initial "smog check" when the vehicle is registered for the special plates, the vehicle owner is merely required to pay a fee equivalent to the \$6 emissions control compliance certificate fee, and certify that the vehicle is driven less than 2,500 miles per year to be exempted from the emissions control testing requirements.</p> <p>2) If this regulation is enacted, Washoe County District Health would need to determine that the change in emissions that would result from the change to this regulation is not significant. If it is a significant change, a State Implementation Plan amendment will need to be prepared by Washoe County Health District AQMD and submitted to EPA to seek their approval. In addition, the CO emissions budget which is the basis for EPA's determination of whether to approve the CO SIP will need to be reviewed for any significant impacts from this change to the statute.</p> <p>Amendment 776 is an improvement to the bill that prohibits vehicles that fail smog check from circumventing the emissions testing program by applying for these special plates within 90 days, it also makes the fee consistent with the DMV emissions test certificate fee if that changes in the future.</p>	<ul style="list-style-type: none"> • Priority: Low • Action: Tracking • Testify: Testimony provided 2/24. • Position: Neutral with Concerns • Ordinance: No • Policy: If it is determined that the legislation results in significant increases in vehicle emissions this would require SIP amendments to be prepared for EPA, revision of the CO emissions budget. • Fiscal Impact: If emissions impacts are determined to be significant, cost of preparing SIP amendments, (Kevin Dick)

(Bills that are no longer active are located at the end of the document and identified in italics).

WASHOE COUNTY HEALTH DISTRICT - 2011 LEGISLATIVE BILL TRACKING

19--288 AB 59	Attorney General	Referred to Committee on Gov't Affairs Amend, do pass (03-25-11) Referred to Committee on Gov't Affairs (Senate) (04-27-11) Enrolled and delivered to Gov. (06-13-11)	Makes various changes to the Open Meeting Law.	<p>Background: If the Attorney General finds that a public body has taken an action which violates the Open Meeting Law, this bill requires the public body to include an item on the next agenda posted for a meeting of the public body acknowledging the finding of the Attorney General regarding such a violation. Existing law makes each member of a public body who attends a meeting where action is taken in violation of the Open Meeting Law with knowledge of the fact that the meeting is in violation guilty of a misdemeanor. This bill further makes each such member who attends such a meeting subject to a civil penalty in an amount not to exceed \$500 regardless of knowledge of the violation.</p> <p>Analysis: Various meetings conducted by the Health District that fall under the Open Meeting Law. Potential impacts if any violations to the Open Meeting Law occur. The final legislation as enrolled will necessitate the addition of several items to the DBOH agenda in order to comply with NRS.</p> <p>Fiscal Impact: None</p>	<ul style="list-style-type: none"> • Priority: Low • Action: Monitor • Testify: No • Position: No • Ordinance: No • Policy: No • Fiscal Impact: None (S. Akurosawa)
AB73	Government Affairs	Assembly Sent to the Governor – 5/23	Revises provisions governing beneficial use of water	Proposed changes will affect the State Engineers Office and the local Public Water Systems. These will have no effect on the Health District	<ul style="list-style-type: none"> • Priority: Low • Action: Monitor • Testify: Maybe • Ordinance: No • Policy: No • Fiscal Impact: No (Bob Sack)
AB 92		Read first time. To committee on Judiciary	This bill would require the Washoe County Health District's Vital Records Office to waive the fee for issuance of a birth	Although passage of this legislation would have a negative impact on fee revenues, it is not possible to estimate how large this impact would be. Anecdotally, the number of homeless individuals taking advantage of the	<ul style="list-style-type: none"> • Priority: Low • Action: Monitor • Testify: No • Position: Neutral • Ordinance: No

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WASHOE COUNTY HEALTH DISTRICT - 2011 LEGISLATIVE BILL TRACKING

	<p>certificate for persons released from prison within the immediately preceding 6 months. Existing law already requires such a waiver for a homeless person who submits a signed affidavit stating they are homeless. Under the provisions of this bill a person released from prison would need to submit documentation from the Department of Corrections verifying that the person was released from prison within the immediately preceding 6 months.</p>	<p>existing waiver has not been large in Washoe County. Any fiscal impact would be significantly greater if the language of the bill is interpreted to also apply to persons released from jails.</p> <p>With respect to released prisoners, the primary problem they encounter in obtaining a birth certificate is lack of acceptable identification. This bill will not and should not solve that problem because strict enforcement of identification requirements is an important deterrent to identify theft.</p> <p>Current and proposed language is ambiguous with regard to whether the fee waiver applies only to the individual or any family member certificates they may wish to obtain.</p>	<ul style="list-style-type: none"> • Policy: No • Fiscal Impact: Uncertain • (R Todd)
<p>AB 98</p>	<p>Read first time. To committee on Government Affairs</p> <p>Heard in Committee on March 1.</p> <p>Enrolled and delivered to the Governor</p>	<p>This bill relates to how volunteer healthcare providers from other states may practice legally in Nevada during an emergency. It requires such volunteers to be registered in a system that includes information about the licensure and standing of the healthcare provider. The bill specifically identifies the Emergency System for Advance Registration of Volunteer Healthcare Practitioners (ESARVHP) as one such system that would be acceptable. The Nevada State Health Division under a Public Health Preparedness grant requirement has already established an ESARVHP into which Washoe County Medical Reserve Corps volunteers are registered. MRC volunteers from other states who are registered in ESARVHP would be allowed under the provisions of this bill to provide services in Nevada that are within their scope of practice.</p>	<ul style="list-style-type: none"> • Priority: High • Action: Track • Testify: Yes • Position: Support • Ordinance: No • Policy: Yes • Fiscal Impact: Uncertain • (R Todd)

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WASHOE COUNTY HEALTH DISTRICT - 2011 LEGISLATIVE BILL TRACKING

				<p>Section 28 of the bill offers protection from civil liability for volunteer healthcare providers and in subsection 2 appears to protect the County as well by prohibiting vicarious liability for acts or omissions of volunteers who are not otherwise liable. This section does appear to leave open the possibility that a host entity could still file a claim against a volunteer. (Section 28 Subsection 3(d)) It may be appropriate to ask for a legal interpretation of this section to determine if there are any potential amendments that would better protect Washoe County interests while still promoting volunteerism.</p> <p>Section 29 of the bill defines these volunteers as employees for the purpose of receiving benefits for death or injury pursuant to NRS 616A to 616D and 617.</p> <p>As submitted this bill does not appear to offer any liability protection to the County for deployment of volunteers during exercises or other situations during which there is not an emergency declaration.</p> <p>Amendments offered by the Nevada State Medical Association add definition per NRS for healthcare workers and extend application to training and exercises as well as pre-declaration deployments. If approved, these amendments along with the existing prohibition on vicarious liability would seem to add liability protection to the County for deployment of volunteers during exercises and other situations during which there is not an emergency declaration.</p>	
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WASHOE COUNTY HEALTH DISTRICT - 2011 LEGISLATIVE BILL TRACKING

AB 114	Government Affairs	Assembly	Revises provisions governing water rights for irrigation purposes	No effect on us	Priority: Low Action: No (Bob Sack)
AB 115	Government Affairs	Assembly Enrolled and delivered to the Governor	Revises provisions governing beneficial use of water	No effect on us	Priority: Low Action: No (Bob Sack)
AB123	Health and Human Services	Assembly	Requires State Health Division to inspect health care facilities 4X/year	No effect on us	Priority: Low Action: No (Bob Sack)
AB 129	Health and Human Services	Assembly	Requires certain training of employees in health care facilities	No effect on us	Priority: Low Action: No (Bob Sack)
AB137	Assembly Committee on Education	Enrolled and delivered to Governor	Revises provisions governing programs of nutrition in public schools. (BDR 34-191)	<p><u>Analysis.</u> This bill requires all schools eligible to operate a school nutrition program under the guidelines of the Nevada Department of Education to provide a school breakfast program and to prepare and submit various reports regarding utilization of the program by students. The bill further requires that, by 2013, those schools operating a school breakfast program must <i>provide for the serving of breakfast after the school day has commenced in the following order of priority:</i></p> <p>(a) <i>The classroom;</i> (b) <i>A transportable manner; or</i> (c) <i>The cafeteria.</i></p> <p>There is some indication that school breakfast programs and "breakfast in the classroom" (as will begin in 2013) contribute to preventing childhood obesity. At a minimum, if pupils eat breakfast provided by school nutrition services, which by definition meet federal nutrition standards, then there is improved nutrition. According to the Washoe County School District, 62% of Washoe County schools offer</p>	<ul style="list-style-type: none"> • Priority: Moderate • Action: Track • Testify: No • Position: Support • Ordinance: No • Policy: No • Fiscal Impact: No (J. Hadayia, K. Seals)

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WASHOE COUNTY HEALTH DISTRICT - 2011 LEGISLATIVE BILL TRACKING

<p>AB170</p>	<p>Assemblywoman Pierce</p>	<p>Approved by the Governor. Chapter 182</p>	<p>Establishes provisions relating to warnings about the health hazards of smoking during pregnancy. (BDR 40-884)</p>	<p>breakfast in their food program (including 100% of at-risk schools), and 13 schools are implementing "breakfast in the classroom." <u>Analysis.</u> This bill requires each retail establishment in which cigarettes are sold to post at the point-of-sale at least one sign (in English and Spanish) regarding the dangers of smoking tobacco during pregnancy. An owner who fails to post the sign is subject to a civil fine. The bill further outlines what must be printed on the sign and its dimensions. The bill also allows the State Health Division to promulgate regulations with alternate language for signage. It also empowers the Health Division and local boards of health to solicit donations of signs and then requires that they distribute donated signs upon request. <i>The Health Division and the local boards of health may solicit and accept donations of signs that satisfy the requirements of this section from a nonprofit organization or any other source. To the extent that such signs are donated, the Health Division or the local boards of health, as applicable, shall distribute the signs upon request to retail establishments that are required to post such signs.</i></p>	<ul style="list-style-type: none"> • Priority: Low • Action: Monitor • Testify: No • Position: Support • Ordinance: No • Policy: No • Fiscal Impact: No <p>(J. Hadayia)</p>
<p>AB227</p>	<p>Assemblyman Hambrick (primary)</p>	<p>Approved by the Governor. Chapter 134.</p>	<p>Requires schools to provide access to their athletic fields to nonprofit youth sport programs</p>	<p><u>Background.</u> This bill aims to create "joint-use" agreements in which schools grant the use of facilities (including athletic fields) to non-profit organizations (including youth sports associations) for the purpose of physical activity. CDC and other national organizations consider this good practice for increasing physical activity opportunities for children. This version of the bill requires school districts to grant the use of athletic fields (except for high schools) to non-profit organizations that</p>	<ul style="list-style-type: none"> • Priority: Low • Action: Monitor • Testify: Yes (4-8-11); verbal & written • Position: Support • Ordinance: No • Policy: No • Fiscal Impact: No <p>(J. Hadayia)</p>

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WASHOE COUNTY HEALTH DISTRICT - 2011 LEGISLATIVE BILL TRACKING

			<p>provide programs for youth sports; and requires those organizations to comply with the insurance coverage and indemnification provisions required by the school district. If a school district has in place contracts outlining a "joint-use" agreement with such organizations, they would not be subject to the bill.</p> <p>The Washoe County School District Administrative Regulations (Sec. 1330) includes guidelines for "Community Use Of School Facilities." In general, principals may grant the use of school facilities (incl. buildings, gyms, cafeterias, and day/night fields) by non-school organizations through an application process. Organizations are subject to fees and insurance requirements.</p> <p>AB227 codifies the Washoe County School District policy and may result in "joint use" programs in other school districts in the state.</p>	
<p>19-107 AB 257</p>	<p>Ellison, Goicoechea, Hickey, Livermore and Segerblom</p>	<p>Referred to Committee on Government Affairs</p> <p>Amended, do pass (04-26-11)</p> <p>Referred to Senate Committee on Government Affairs (04-27-11)</p> <p>To enrollment (06-06-11)</p>	<p>Revises periods devoted to public comment</p> <p>Background: This bill revises provision to the Open Meeting Law pertaining to period devoted to public comment.</p> <p>Analysis: The District Board of Health and related agenda that are governed under the Open Meeting Law would have to be amended to allow for public comment before taking action on an agenda item that is denoted as such, and also require one additional public comment period immediately before the adjournment of the meeting.</p> <p>Fiscal Impact: None</p> <p>Amendment: Amended to require a minimum of two periods of public comments, one at the beginning of the meeting and before the adjournment of the meeting.</p>	<ul style="list-style-type: none"> • Priority: Low • Action: None • Testify: No • Position: None • Ordinance: No • Policy: No • Fiscal Impact: None (S. Akurosawa)
<p>AB 295</p>	<p>Bobzien, Anderson,</p>	<p>Referred to Committee on</p>	<p>Revises provisions governing the disposition</p> <p>Background: This bill allows military personnel to designate an individual who can</p>	<ul style="list-style-type: none"> • Priority: Low • Action: None

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WASHOE COUNTY HEALTH DISTRICT - 2011 LEGISLATIVE BILL TRACKING

<p>Bustamante, Adams, Hogan, Kirkpatric, Mastroluca, Smith</p>	<p>Health and Human Services</p>	<p>of the human remains of certain deceased military personnel</p>	<p>order disposition of their remains in the event of their death. Existing law provides a prioritized list of who can do this. This bill would add the individual so designated to the top of this list.</p> <p>Analysis: This bill would appear to have minimal impact on the Health District</p> <p>Fiscal Impact: None</p> <p>Amendment: None</p>	<ul style="list-style-type: none"> • Testify: No • Position: None • Ordinance: No • Policy: No • Fiscal Impact: None <p>(R Todd)</p>
<p>AB319</p>	<p>Referred to Committee on Health and Human Services</p>	<p>Revises provisions governing the final disposition of human remains</p>	<p>Background: This bill allows any individual over the age of 18 years to order the disposition of human remains if they are willing to accept legal and fiscal responsibility.</p> <p>Analysis: This bill would appear to have minimal impact on the Health District</p> <p>Fiscal Impact: None</p> <p>Amendment: None</p>	<ul style="list-style-type: none"> • Priority: Low • Action: None • Testify: No • Position: None • Ordinance: No • Policy: No • Fiscal Impact: None <p>(R Todd)</p>
<p>BDR 20-548 AB 545</p>	<p>Submitted to the Assembly Front Desk with amendment and recommendation of Do Pass; Submitted to Senate Front Desk with amendment and recommendation of Do Pass</p> <p>Enrolled and delivered to the Governor</p>	<p>Makes changes to the population basis for the exercise of certain powers by local governments</p>	<p>Analysis: Relating to classifications based on population; changing the population basis of 400,000 to 700,000 for the exercise of certain powers by local governments; and providing other matters properly relating thereto.</p>	<ul style="list-style-type: none"> • Priority: Low • Action: None • Testify: No • Position: Support • Ordinance: No • Policy: No • Fiscal Impact: None <p>(Health District)</p>
<p>AB 466</p>	<p>Committee on</p>	<p>Requires the State</p>	<p>Requires the State Engineer to define, by</p>	<ul style="list-style-type: none"> • Priority: Low

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WASHOE COUNTY HEALTH DISTRICT - 2011 LEGISLATIVE BILL TRACKING

<p>Government Affairs</p>	<p>Referred to Assembly Committee on Government Affairs Amend, Do Pass 04/12/11</p>	<p>Engineer to define, by regulation, the term "environmentally sound"</p>	<p>regulation, the term "environmentally sound" for the purpose of making certain determinations relating to interbasin transfers of groundwater. Defining "environmentally sound" would provide an opportunity to ensure that by regulation the State Engineer considers potential air quality impacts that could result from soils drying up and becoming sources of particulate pollution. Proposed amendment establishes schedule for developing regulations and process to report back to legislature.</p>	<ul style="list-style-type: none"> • Action: Monitor • Testify: No • Position: Support • Ordinance: No • Policy: No • Fiscal Impact: No <p>(K. Dick)</p>
<p>AB571</p>	<p>Assembly Committee on Ways & Means</p>	<p>Revises provisions governing prohibitions on smoking tobacco. (BDR 15-1294)</p>	<p><u>Analysis.</u> This bill creates two additional exemptions to the Nevada Clean Indoor Air Act and creates one new facility type. Smoking indoors will now be allowed in: (1) <i>Completely enclosed areas within stand-alone bars, taverns and saloons in which patrons under 21 years of age are prohibited from entering;</i> and (2) <i>Age-restricted stand-alone bars, taverns and saloons.</i> The bill further defines the new "age-restricted" facility type, outlines responsibility for compliance, and mandates civil penalties for noncompliance. <u>Interim.</u> <i>Staff will require interpretation from the District Attorney in order to effectively enforce the new provisions. Concerns center on the vagueness of the new smoking allowances, the impact on permitting types, and issuance of fines.</i></p>	<ul style="list-style-type: none"> • Priority: High • Action: Attention • Testify: Yes (5-23-11); verbal. Opposition letter and conceptual amendment submitted • Position: Oppose • Ordinance: No • Policy: Yes • Fiscal Impact: No <p>(J. Hadayia, MA Brown, E. Dixon., B. Sack, D. McNinch, T. Macaluso)</p>
<p>SB12</p>	<p>Natural Resources</p>	<p>Repeals certain reporting requirements for the emission of greenhouse gases</p>	<p>This bill merely removes the state law requiring reporting of greenhouse gas emissions from the largest sources (power plants) because the EPA now has federal greenhouse gas reporting requirements for these facilities and the state law is now unnecessary.</p>	<ul style="list-style-type: none"> • Priority: Low • Action: Monitoring • Testify: No • Position: Support • Ordinance: No • Policy: No

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WASHOE COUNTY HEALTH DISTRICT - 2011 LEGISLATIVE BILL TRACKING

<p>SB27</p>	<p>Senator Wiener</p>	<p>5/29/11, Chapter 131 Approved by the Governor. Chapter 98.</p>	<p>Requires employees of certain child care facilities to complete training each year relating to the lifelong wellness, health and safety of children. (BDR 38-24)</p>	<p><u>Analysis.</u> This bill requires licensed childcare providers to complete at least 2 hours of continuing education “<i>related to childhood obesity, nutrition and physical activity</i>” annually as part of current continuing education requirements. The intent of this bill is to ensure that licensed childcare providers have training in childhood obesity prevention strategies in the early childcare setting. Preliminary data from Washoe County show that 11% of preschoolers are overweight and 16% are obese.</p>	<ul style="list-style-type: none"> • Fiscal Impact: No (Kevin Dick) • Priority: High • Action: Attention • Testify: Yes (2-15-11; written & verbal); & (4-20-11; written) • Position: Support, As Amended • Ordinance: No • Policy: No • Fiscal Impact: No (J. Hadayia)
<p>SB79</p>	<p>Senate Committee on Revenue</p>	<p>Approved by the Governor. Chapter 214.</p>	<p>Makes various changes relating to the Tobacco Master Settlement Agreement. (BDR 32-291)</p>	<p><u>Analysis.</u> This bill clarifies a process and structure for the collection of non-Master tobacco Settlement Agreement (MSA) tobacco manufacturers’ and wholesalers’ contribution to the Nevada settlement fund. It also allows the Attorney General’s office to apply for FDA enforcement grants.</p>	<ul style="list-style-type: none"> • Priority: Low • Action: Monitor • Testify: No • Position: Neutral • Ordinance: No • Policy: No • Fiscal Impact: No (J. Hadayia, E. Dixon)
<p>SB-81</p>	<p>Government Affairs</p>	<p>Sent to the Governor – 5/23</p>	<p>Makes various changes relating to state financial administration. Requires professional and occupational licensing agencies to deny the issuance or renewal of licenses possessed by certain persons who owe debts to the State</p>	<p>This bill could affect the Neutral Inspectors Registration for the Air Quality Management Division’s Woodstove Program and the Environmental Health Services Division’s Certified Food Managers Program. There are approximately 35 Registered Neutral Inspectors, and approximately 2900 Certified Food Managers. If passed, the Divisions would be required to review the State’s database of persons that owed a debt to a state agency. The Health District would not be allowed to issue the Neutral Inspector Registration or the Food Manager Certification until such time as the persons name was removed from the State list. The amount of additional work for the Divisions might be minimal or more substantial.</p>	<ul style="list-style-type: none"> • Priority: Low • Action: Monitoring • Testify: No • Position: Neutral • Ordinance: No • Policy: No • Fiscal Impact: Anticipated to be small, additional review of the State list by staff prior to granting certification/registration. (Kevin Dick, Bob Sack)

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WASHOE COUNTY HEALTH DISTRICT - 2011 LEGISLATIVE BILL TRACKING

SB 81	Government Affairs	Senate	Requires agencies who issue licenses or certifications to check a State database to check if an individual owes the State money. If they owe money then the license or certification can not be issued	depending on the quality and timeliness of the State's list development efforts. Will require us to review the database to determine if individual owes money. If the database is easy to use and access it will not add much effort to the process. No fiscal impact	Priority: Low Action: Monitor Testify: No Position: Neutral Ordinance: No Policy: Yes Fiscal Impact: No (Bob Sack)
SB 119	Natural Resources	Senate	Revises Agency for Nuclear Projects	No effect on us	Priority: Low Action: No (Bob Sack)
SB 121	Natural Resources	Senate	Revises definition of radioactive waste	No effect on us	Priority: Low Action: No (Bob Sack)
SB-158 (BDR 40-310)	Senator Gustavson	Introduced in Senate Referred to Committee on Natural Resources Hearing Scheduled 04/06/11 Amend and do pass as amended 4/15/11 Read second time, amended 4/25/11. Referred to Committee on Finance, exemption effective 4/26/11.	Reduces the frequency of smog checks for new motor vehicles and vehicles that have not previously failed a test.	Extend the requirement for an initial emissions control test for new vehicles by one year, and limits emissions control test frequency to every two years for vehicles which pass the emissions control test. Will result in increased emissions from these vehicles. Will decrease the revenue received by AQM from the DMV Pollution Control Account (\$1 per emissions testing certificate in Washoe County) and excess reserve grant funding. Revenue loss projected at \$360,000 FY 12, and \$367,000 FY13. Will require CO SIP, and Ozone Maintenance Plan amendments to U.S. EPA, revisions of emissions budget/emissions inventories. May require additional control measures (might include stationary sources and consumer products) to offset vehicle emission increases.	<ul style="list-style-type: none"> • Priority: High • Action: Tracking • Testify: Yes, 04/06/11 • Position: Oppose • Fiscal Impact: Amendment removes revenue impact. Additional costs of plan amendment preparation, and potential for costs of additional control measures by Washoe County residents. • Additional Action: Testimony and additional information provided to Senator Lee who voted in favor but reserved the right to reverse his vote due to missing Air Quality testimony 04/06/11.

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WASHOE COUNTY HEALTH DISTRICT - 2011 LEGISLATIVE BILL TRACKING

				<p>Makes non-attainment with July 2011 revised Ozone NAAQS more probable.</p> <p>Revenue reductions will impact AQM's ability to conduct monitoring and planning activities required for implementation of the Clean Air Act.</p> <p>Proposed Amendment No. 423 will remove the fiscal impact of revenue reduction to AQMD, however the staff time cost associated with revisions that will be required for EPA approval of State Implementation and Maintenance Plans remains.</p>	(Kevin Dick)
SB 210	Senator Wiener	Enrolled and delivered to the Governor	Requires food manufacturers to comply w/federal standards for food safety as adopted by state or local health jurisdictions. Also requires manufacturers to test food when required by health authority at the facilities cost	No negative impact. It will provide more tools to use in working with manufacturing facilities.	<p>Priority: Low</p> <p>Action: Monitor</p> <p>Testify: if needed</p> <p>Position: Support</p> <p>Ordinance: uncertain</p> <p>Policy: Uncertain</p> <p>Fiscal impact: None</p> <p>(Bob Sack)</p>
SB225	Senator Cegavske	Approved by the Governor. Chapter 260.	Establishes provisions relating to the designation of certain hospitals as primary stroke centers. (BDR 40-938)	<p><u>Analysis.</u> This bill requires the State Health Division to compile and promote a list of hospitals that are designated as primary stroke centers; it also authorizes the State Board of Health to adopt regulations relating to primary stroke center designations. The bill would not prohibit any hospital from providing stroke care.</p> <p>The intent of the bill is to promote public awareness of the value of primary stroke centers and stroke center certification as part of an ongoing process of building a stroke system of care in Nevada that adheres to national guidelines. This is a <i>high priority bill</i> for</p>	<ul style="list-style-type: none"> • Priority: Low • Action: Monitor • Testify: Sign-In Only (3-10-11); (4-27-11) verbal • Position: Support • Ordinance: No • Policy: No • Fiscal Impact: No <p>(J. Hadayia)</p>

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WASHOE COUNTY HEALTH DISTRICT I - 2011 LEGISLATIVE BILL TRACKING

SB 417	Natural Resources	Enrolled and delivered to the Governor	Provides for the placement of recycling containers in certain locations	community partners. <u>Analysis:</u> Relating to recycling; providing for placement of recycling containers on the premises of certain apartment complexes and condominiums; and providing other matters properly relating thereto. Passage will address complaints received regarding recycling not being available to residents of apartment/condominium complexes	Priority: Low Action: Monitor Testify: No Position: Support Ordinance: uncertain Policy: Uncertain Fiscal impact: None (Bob Sack)
SB 419	Referred to Committee on Health and Human Services	Enrolled and delivered to the Governor	Establishes the provisions for safe inject practices	<u>Analysis:</u> Relating to public health, requiring certain persons who administer controlled substances of dangerous drugs to complete annual training concerning safe injection practices; requiring the Health Division of the Department of Health and Human Services to approve or establish a training program concerning safe injection practice; requiring certain boards with license health care professionals to approve continuing education sources concerning safe injection practices; providing a penalty; and providing other matters relating thereto.	Priority: Low Action: Monitor Testify: No Position: Support Ordinance: uncertain Policy: Uncertain Fiscal impact: None (MA Brown)
BDR 40-518 SB421	Division of Budget and Planning/DHHS	Enrolled and delivered to Governor	Revises provisions relating to certain funds. (BDR 40-1170)	<u>Analysis:</u> The original version of this bill proposed to permanently eliminate the tobacco prevention and control allocation of the Master Tobacco Settlement Agreement. Staff were successful in preventing this from occurring. The enrolled version of the bill retains tobacco prevention and control as a required program area for funding, including language directing funding to local boards of health. However, funding determinations will be made based on Director's Office recommendations, and the percent allocations of funding to earmarked program areas, including tobacco prevention,	<ul style="list-style-type: none"> • Priority: High • Action: Attention • Testify: Yes (5-12-11); written; Yes (6-2-11); verbal & written amendment • Position: Support with Amendment • Ordinance: No • Policy: No • Fiscal Impact: No (J. Hadayia)

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WASHOE COUNTY HEALTH DISTRICT 2011 LEGISLATIVE BILL TRACKING

<p>SB 471</p>	<p>Committee on Finance on behalf of the Division of Budget and Planning</p>	<p>Approved by the Governor. Chapter 399.</p>	<p>Revises provisions relating to public health. (BDR 40-1200)</p>	<p>were removed. <u>Analysis.</u> This bill requires counties to reimburse the Health Division for various services and transfers the powers and duties of the Health Division regarding communicable diseases to the health authority in a county, including those related to STD, HIV, and TB prevention and control. <u>Fiscal Impact.</u> Discussion with the Health Division indicates that the fiscal impact to the DHD will be a reduction in funding for TB medical treatment (inpatient and outpatient) (-\$128,000).</p>	<ul style="list-style-type: none"> • Priority: High • Action: Attention • Testify: Yes (3-31-11 & 5-12-11); verbal • Position: Oppose • Ordinance: No • Policy: No • Fiscal Impact: Yes (-\$128,000 to Health District) <p>(MA. Brown, C. Hunter, J. Hadayia)</p>
<p>BDR619</p>	<p>Senator Breeden (Senator Parks, Assemblyman Segerblom)</p>	<p>Proclamation Issued (5-13-11)</p>	<p>SCR: Encourages health care providers to offer routine screening for Human Immunodeficiency Virus (HIV) in all health care settings.</p>	<p><u>Background.</u> BDR was a placeholder for a resolution on behalf of the State AIDS Task Force to encourage health care providers to implement federal recommendations for universal HIV testing. Staff has been informed that this will now be a Senate proclamation only.</p>	<ul style="list-style-type: none"> • Priority: Low • Action: Monitor • Testify: N/A • Position: N/A • Ordinance: No • Policy: No • Fiscal Impact: No <p>(J. Hadayia)</p>

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WASHOE COUNTY HEALTH DISTRICT - 2011 LEGISLATIVE BILL TRACKING

BDR or Bill #	Primary Sponsor	Status	Summary	Background/Analysis/Fiscal Impact	Recommendation & Staff Assignment
AB 35	Committee On Natural Resources, Agriculture, And Mining	Assembly Failed 4 / 15 – No further action allowed	Revises provisions governing custom application of pesticides	This bill makes various changes regarding businesses and farms which apply pesticides. Does not affect our operations	<p>Priority: Low Action: None Testify: No Ordinance: No Policy: No Fiscal Impact: No (Bob Sack)</p> <ul style="list-style-type: none"> • Priority: Low • Action: Monitor • Testify: No • Position: None • Ordinance: No • Policy: No • Fiscal Impact: None (S. Akurosawa)
40--447 AB 51	Health Division- Health and Human Services	Failed April 15 th Deadline – No further action allowed	Revises provisions to provide consistency with national educational standards for emergency medical service providers.	<p>Background: Existing law provides for the training and certification of three types of emergency medical technicians based upon the level of care provided. This bill revise the terms used to refer to those three types of emergency medical technicians for consistency with the terms used in the National Emergency Medical Services Education Standards released by the National Highway Traffic Safety Administration in 2009. That publication establishes the minimum education competencies required for persons who provide emergency medical services and will replace the National Standard Curriculum of the United States Department of Transportation. The term "emergency medical technician" in existing law continues to refer to the basic level of emergency medical technician. However, this bill replaces the term "intermediate emergency medical technician" with "advanced emergency medical technician" and replaces the term "advanced emergency medical technician" with "paramedic." In addition, the training for certification as an emergency medical technician, advanced emergency medical technician and paramedic to follow the curriculum or educational standards prepared by the United States Department of Transportation which are now set forth in the National Emergency Medical Services</p>	

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WASHOE COUNTY HEALTH DISTRICT - 2011 LEGISLATIVE BILL TRACKING

<p>AB128 No further action taken</p>	<p>Assemblyman (Dr.) Aizley</p>	<p>Assembly Ways & Means</p>	<p>Prohibits smoking on buildings and grounds of the facilities of the Nevada System of Higher Education (BDR 15-911)</p>	<p>Education Standards. Analysis: Brings NRS into alignment with NHTSA's new National EMS Education Standards and provider levels. Will not affect the Washoe County Health District directly but may affect REMSA. Fiscal Impact: None</p> <p>Analysis: This bill seeks to include the Nevada System of Higher Education (NSHE) in the list of locations where smoking is prohibited, including in outdoor spaces of all properties leased, owned, or occupied for the System's purposes. Currently, smoking is prohibited only indoors per the Nevada Clean Indoor Air Act. In addition, UNR has banned smoking within 25' of all doors and entrances and has relegated smoking at outdoor sporting events to designated smoking areas.</p> <p>The amended version of the bill allows (but does not mandate) individual campuses to create designated smoking areas and establishes campus police as the enforcement mechanism. Concerns have been raised about the cost of producing and placing signage regarding campus smoking prohibitions. In testimony, staff offered to assist with signage as resources allow as is currently offered to all Washoe County businesses adopting tobacco policies.</p> <p>None. We do not review (and do not have access to) arrest records for d3termination as to permit issuance</p>	<ul style="list-style-type: none"> • Priority: High • Action: Attention • Testify: Yes (2-28-11; written) & (5-14-11; verbal) • Position: Support • Ordinance: No • Policy: No • Fiscal Impact: No <p>(J. Hadayra)</p>
<p>AB153</p>	<p>Segerblom, Ohrenschild, Diaz, Aizley</p>	<p>Failed 4/15 – No further action allowed</p>	<p>Requires agencies not use a criminal arrest record as a reason for denying a permit</p>	<p>Priority: Low Action: None Testify: No (Bob Sack)</p>	
<p>AB165 Pursuant to Joint</p>	<p>Assembly Committee on Taxation</p>	<p>Assembly Taxation</p>	<p>Revises the manner in which to determine the tax imposed on moist snuff.</p>	<p>Background: This bill is boilerplate legislation introduced in both 2007 and 2009 that proposed to revise the rate of taxation on smokeless tobacco products from a percent of wholesale</p>	<ul style="list-style-type: none"> • Priority: High • Action: Attention • Testify: No • Position: Oppose

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WASHOE COUNTY HEALTH DISTRICT 2011 LEGISLATIVE BILL TRACKING

<p>Standing Rule No. 14.3.1, no further action allowed</p>			<p>(BDR 32-605)</p>	<p>price to a weight-based tax (specifically 58 cents per ounce based upon the net weight of the product, per BDR language.)</p> <p>Research shows that applying a weight-based tax on smokeless tobacco results in lighter-weight products from tobacco manufacturers. This then leads to a lower cost to the consumer and, therefore, increased sales, which equates to increased consumption of tobacco.</p> <p>The DHD was in opposition to this bill in both prior sessions and provided testimony.</p>	<ul style="list-style-type: none"> • Ordinance: No • Policy: No • Fiscal Impact: No <p>(J. Hadayia)</p>
<p>AB218 Pursuant to Joint Standing Rule No. 14.3.1, no further action allowed</p>	<p>Assemblyman Segerblom</p>	<p>Assembly Taxation</p>	<p>Revises provisions governing the application of sales and use taxes to bottled water. (BDR 32-542)</p>	<p><u>Analysis.</u> This bill would exempt bottled water from the state and local sales and use tax; and offers a "bottled water" definition. The bill sponsor has requested "sugar-sweetened beverages" be added via amendment to the legislation, making this bill relevant to DHD goals. Staff is working with community partners to provide research on sugar-sweetened beverage taxes and model legislation.</p> <p><u>Background.</u> The American Heart Association (AHA) has recommended increasing the price of sugar-sweetened beverages (i.e., those that contain added sugars and caloric sweeteners) as a policy solution for overweight/obesity, citing data that shows: (1) sugar-sweetened beverages are the largest single source of added sugars in the US diet, (2) sugar-sweetened beverage consumption is increasing in all ages, and, as consumption increases, there is a concurrent rise in "empty calorie energy intake," and (3) soda consumption is associated with lower intakes of milk, calcium, and other nutrients as well as an increased risk of diabetes and other chronic health conditions.</p>	<ul style="list-style-type: none"> • Priority: High • Action: Attention • Testify: No • Position: Support • Amendment: Only • Ordinance: No • Policy: No • Fiscal Impact: No for DHD; Yes to County (+) <p>(J. Hadayia)</p>

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WASHOE COUNTY HEALTH DISTRICT - 2011 LEGISLATIVE BILL TRACKING

<p>AB314 No further action taken</p>	<p>Assemblyman Bobzien, Senator Leslie</p>	<p>Assembly Education</p>	<p>Revises provisions governing a course of instruction on sexual education. (BDR 34-143)</p>	<p>They do acknowledge that there is limited research on the consumption impact of such a tax; however, there is strong evidence on the impact of tobacco and alcohol taxes on consumption of these products. There also appears to be a 1:1 impact of price to consumption in regards to sugar-sweetened beverages (a 10% increase in price results in a 10% decrease in demand, etc.). To date, 19 states have imposed taxes on soda in excess of the overall sales tax rate.</p> <p>Exempting sugar-sweetened beverages from state and local sales and use taxes would increase the price of these items by the amount of the total tax in each county. In Washoe County, the price of these beverages would increase 7.725%. Per the research, this should reduce consumption commensurately. An evaluation of consumption impact should be conducted if this bill passes.</p>	<ul style="list-style-type: none"> • Priority: High • Action: Attention • Testify: Yes (4-8-11); verbal & written • Position: Support • Ordinance: No • Policy: No • Fiscal Impact: No <p>(S. Hardie, J. Hadayia)</p>
<p><i>Analysis: This bill standardizes school-based sexuality education curricula statewide. In addition, it changes the parental consent model for the program to an "opt out" option (rather than the current "opt in"), expands the definition of instructors to include "other qualified instructors" (in addition to the previously identified teacher and school nurse), requires dating violence be included as a course topic, and puts forth a definition of a "medically accurate" curriculum. The bill also amends the membership of the Board of Trustee's sexuality education advisory committee, but does not include a public health representative (see amendment proposed below). All of the proposed changes would make the current sexuality education course more comprehensive and reach more youth.</i></p>					

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				<p>The Health District supports comprehensive abstinence-based education for all Washoe County youth. The clarification of a "medically accurate" curriculum helps ensure that current and scientifically based information is presented. The "opt out" option and expanded definition of qualified instructors may help to increase access to sexuality education by students. It may also allow for greater involvement by Health District staff in providing education to Washoe County youth, a priority population for the Sexual Health program.</p> <p><u>Proposed Amendment.</u> To strengthen the partnership between the Health District and the School District in regards to this bill, staff propose an amendment to add a public health representative to the bill's list of potential advisory committee members as follows:</p> <p>2. (c) (1) Medicine nursing; or a public health representative.</p> <p>The public health representative would provide expertise related to STD investigations, epidemiological data, and observed trends in STD risk factors.</p> <p><u>Background.</u> The State AIDS Task Force Ad Hoc Policy Committee voted on November 3, 2010 to formally support this bill as a legislative priority for the Session. Staff serve as the Chair of this committee.</p>	
AB 298	Assemblyman Atkinson	Introduced 03/17/11 Referred to Assembly Committee on Transportation Bill not heard,	Revises the circumstances under which a person may operate an off-highway vehicle on a highway	<p>Off-highway vehicles as defined in NRS 490.060 generally includes, but is not limited to, all-terrain vehicles; all-terrain motorcycles; dune buggies; snowmobiles; and any motor vehicle used on public lands for the purpose of recreation. Many of these vehicles do not have emissions control equipment and they are not</p>	<ul style="list-style-type: none"> • Priority: High • Action: Tracking • Testify: No • Position: Opposed • Ordinance: None • Policy: Would require Air Quality Management

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WASHOE COUNTY HEALTH DISTRICT - 2011 LEGISLATIVE BILL TRACKING

	<p>Failed 4/15/11</p>	<p>subject to the Inspection and Maintenance (I/M) program.</p> <p>This bill proposes to: 1) Allow the city or county to designate any portion of a highway other than an interstate highway, as permissible for the operation of off-highway vehicles for any purpose, and 2) remove the prohibition against operating an off-highway vehicle on a paved highway for more than 2 miles.</p> <p>The proposed bill may potentially affect Washoe County by increasing air pollutant emissions from off-highway vehicles as they travel on paved highways. The increased use of OHVs on paved roadways that could be anticipated from passage of this bill would increase emissions of Ozone precursors which could negatively impact ambient air quality and attainment of EPA's health based National Ambient Air Quality Standards (NAAQS).</p> <p>EPA will be lowering the Ozone NAAQS by July 28, 2011. Washoe County may be out of attainment with the new standard. Ozone issues can be regional and extend beyond the boundaries of the Truckee Meadows. If the bill is adopted it could complicate the establishment and maintenance of control measures for Ozone precursors that would be required by U.S. EPA. AQMD might be required to monitor off-road vehicle use proposals of cities and counties in the Region potentially impacting ambient air ozone levels and convince each jurisdiction not to allow increases in usage of these vehicles that could impact air quality.</p>	<p>to monitor proposed changes to allow OHV use on paved roadways and oppose them. May limit effectiveness of air pollution control measures that may be required by EPA.</p> <ul style="list-style-type: none"> Fiscal Impact: Staff time. <p>(K. Dick)</p>
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WASHOE COUNTY HEALTH DISTRICT - 2011 LEGISLATIVE BILL TRACKING

AB 302	Assemblyman Goedhart	March 17, 2011 - First reading. Referred to Assembly Committee on Transportation. Hearing scheduled 04/05/11. Bill not heard, Failed 4/15/11	This bill authorizes the off-highway vehicles to be operated on highways under certain circumstances.	<p>Off-highway vehicles as defined in NRS 490.060 generally includes, but is not limited to, all-terrain vehicles; all-terrain motorcycles; dune buggies; snowmobiles; and any motor vehicle used on public lands for the purpose of recreation. These vehicles do not have emissions control equipment and are not subject to the Inspection and Maintenance (I/M) program.</p> <p>This bill proposes to eliminate the general prohibition against operating an off-highway vehicle on a paved highway (Section 1), and under certain circumstances, does not prohibit operating an off-highway vehicle on a controlled access freeway (Section 2). Highway is defined as a paved roadway. So this bill would allow Off-highway vehicles to travel on all roadways in Washoe County that are not interstate highways or controlled access highways. The Bill removes the previous limitations of OHV use on highways which included unloading from trailers, crossing roadways, and a two mile limitation on allowed travel on roadways between trails.</p> <p>The increased use of OHVs on Washoe County roadways that could be anticipated from passage of this bill would increase emissions of Ozone precursors, and might increase particulate emissions which could negatively impact ambient air quality and attainment of EPA's health based National Ambient Air Quality Standards.</p>	<ul style="list-style-type: none"> • Priority: High • Action: Tracking • Testify: No • Position: Opposed • Ordinance: None • Policy: Increased emissions from OHVs may require amendment of AQM Emission Inventories, and Maintenance Plans and SIPs for EPA. • Fiscal Impact: Staff time required to prepare revisions to PM10 SIP. <p>(K. Diok)</p>
AB333 Pursuant to Joint Standing Rule No.	Assemblywoman Pierce	Assembly Taxation	Revises taxes on intoxicating liquors and tobacco products (BDR 32-881).	<p><u>Analysis.</u> This bill would increase the excise tax on cigarettes by \$0.90 and by \$0.55 for "other tobacco products" (OTP) such as smokeless tobacco. According to research from the Campaign for Tobacco-Free Kids, this increase will produce the following public health impacts</p>	<ul style="list-style-type: none"> • Priority: High • Action: Attention • Testify: Yes (4-5-11); written & verbal • Position: Support • Ordinance: No

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WASHOE COUNTY HEALTH DISTRICT - 2011 LEGISLATIVE BILL TRACKING

<p>14.3.1, no further action allowed</p>				<p>in Nevada:</p> <ul style="list-style-type: none"> • A 12.6% reduction in youth smoking • 12,200 adult smokers who would quit • 8,400 fewer smoking-related deaths • \$401.2 million in long-term health savings from smoking declines <p>The bill does <u>not</u> include earmarks for the revenue generated by the increase nor does it adjust the local government allocation.</p> <p>Staff have no position on the liquor tax increase also proposed in the bill.</p> <p><u>Background.</u> A statewide coalition (called the Health Investment Partnership) has been formed to advocate for an increase to the Nevada tobacco excise tax as was sought in the 2009 Session. Research shows that increases in the price of tobacco products lead to the most predictable improvements in tobacco rates. The DHD was in support of this bill in 2009 and provided testimony, and is a formal member of the 2011 coalition. The coalition also recommends a partial earmark of the new revenue to tobacco prevention, cessation, and research programs in Nevada as well as clarification of the definition of OTP.</p>	<ul style="list-style-type: none"> • Policy: No • Fiscal Impact: No (J. Hadayia)
<p>19-271 AB342</p>	<p>Assemblyman Aizley</p>	<p>Failed April 15th Deadline – No further action allowed</p>	<p>Authorizes local governments to publish material electronically in lieu of the newspaper.</p>	<p><u>Analysis:</u> Currently legal notices are published for public hearings and workshops on both the Health District Website and in the Reno Gazette Journal. This would enable the Health District to eliminate one step in publication and save funds.</p> <p><u>Fiscal Impact:</u> Would save several thousand dollars per year in not publishing legal notices of public workshops and hearings for fees and regulation changes. Direct mailing would still be done to affected parties as well as web</p>	<ul style="list-style-type: none"> • Priority: Low • Action: Attention • Testify: No • Position: Support • Ordinance: No • Policy: No • Fiscal Impact: Savings – Amt. TBD (S. Akurosawa)

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WASHOE COUNTY HEALTH DISTRICT - 2011 LEGISLATIVE BILL TRACKING

<p>19-226 AB 389</p>	<p>Ohrenschaill</p>	<p>Referred to Committee on Judiciary Failed – 5/23 – no further action allowed</p>	<p>Revised Provisions regarding the Nevada Open Meeting Law</p>	<p><i>publishing.</i> Analysis: Requiring a public body to allot an equal amount of time for certain testimony at a public meeting. Background: The District Board of Health already allows time for anyone who wishes to present comments on an item the opportunity to do so, regardless of whether an individual is in favor or in opposition to an item. The concern is allowing 'equal' amounts of time to potentially every item could result in "more than 30 minutes per item, causing the meetings to be excessively long delaying action on all agenda items.</p>	<ul style="list-style-type: none"> • Priority: Low • Action: Attention • Testify: No • Position: Oppose • Ordinance: No • Policy: Yes • Fiscal Impact: No •
<p>AB547 Pursuant to Joint Standing Rule No. 14.3.1, no further action allowed</p>	<p>Assembly Education (on behalf of the Legislative Committee on Health Care)</p>	<p>Assembly Education</p>	<p>Prescribes provisions relating to school wellness policies. (BDR 34-188)</p>	<p>Analysis. This bill directs the Department of Education (in collaboration with the Nevada State Health Division) to mandate by regulation a School Wellness Policy for each school district and charter school. It also outlines the minimum components of such as policy, lists the individuals with whom school districts will consult when developing the policy, assigns responsibility for policy implementation at the District level, and outlines a mechanism for evaluating the policy. The outcome of the bill will be that School Wellness Policies are mandated in Nevada. As a result, multiple national recommendations regarding child nutrition and physical activity in the school-based setting will have greater assurance of implementation and evaluation. <i>Staff remain in communication with the Committee Chair/Bill Sponsor on next steps related to the bill. This bill has been identified as a priority by several community coalitions and groups on which staff serve in a leadership</i></p>	<ul style="list-style-type: none"> • Priority: High • Action: Attention • Testify: Yes (4-8-11); verbal • Position: Support • Ordinance: No • Policy: No • Fiscal Impact: No • (J. Hadayia)

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WASHOE COUNTY HEALTH DISTRICT - 2011 LEGISLATIVE BILL TRACKING

<p>SB 52</p>	<p>Committee on Health and Human Services</p>	<p>Read first time. To committee on Health and Human Services</p> <p>Failed – 4/27/11 – No further action allowed</p>	<p>Revises provisions relating to vital statistics</p>	<p>capacity, including the Nevada Childhood Obesity Workgroup, Washoe County K-8 Wellness Committee, Washoe County Chronic Disease Coalition, Fitness and Wellness Council, and Nevada Public Health Association.</p> <p>This bill provides some much needed cleanup and updating to NRS 440 covering registration of births and deaths.</p> <p>As written the bill would require a change in how death certificates are issued. Specifically it requires that they be issued by default without a specific cause of death listed. The bill goes on to specify the conditions under which a certificate can be issued with the specific cause of death. This will require a procedural change in Washoe County and the rest of the state.</p> <p>Currently the computer system used statewide will not allow us to print a death certificate without a specific cause of death. This will need to be modified if the bill passes as written. The Nevada State Health Division will need to make this modification.</p>	<ul style="list-style-type: none"> • Priority: Low • Action: Monitor • Testify: No • Position: Neutral • Ordinance: No • Policy: No • Fiscal Impact: Uncertain • (R. Todd)
<p>SB53 Pursuant to Joint Standing Rule No. 14.3.3, no further action allowed</p>	<p>Committee on Health and Human Services</p>	<p>Senate Health and Human Services</p>	<p>Excludes locations where programs are operated by a local government to supervise children from certain licensing requirements. (BDR 38-242)</p>	<p><u>Analysis.</u> This bill seeks to amend the definition of a "child care facility" in NRS 432A.024 to exclude non-full-day childcare facilities (a.k.a., after-school programs, camps, etc.) that are also "operated by a local government."</p> <p>Staff have conducted additional research on this impact of this bill since the prior report, and, contrarily to prior analysis, there are currently no government-run after-school programs (ASP) licensed in Washoe County to which these changes would apply. Currently, Washoe County does not license any ASPs; should this bill pass, licensing of government-run ASPs would be prohibited by statute.</p>	<ul style="list-style-type: none"> • Priority: Low • Action: Monitor • Testify: No • Position: Neutral • Ordinance: No • Policy: No • Fiscal Impact: No • (J. Hadayia, R. Gonzales)

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WASHOE COUNTY HEALTH DISTRICT - 2011 LEGISLATIVE BILL TRACKING

			<p>Revises provisions governing the issuance of city business licenses</p>	<p>Senate Failed -- 4/19 -- No further action allowed</p>	<p>Government affairs</p>	<p>SB 69</p>	<p>There is some concern in the community that, should this bill fail, state regulatory bodies will require local entities to begin licensing these types of programs. This could have a policy and fiscal impact on the DHD. However, this outcome is uncertain at this time and is not directly related to the legislation.</p> <p>This bill would disconnect the requirement that a health permit must be issued before a business license is issued. This would apply in the cities only. We believe the present process works well and does not need to change. We have discussions on a periodic basis with the cities and county on these processes. Changes are made on an as needed basis to help streamline the process.</p> <p>No effect but NDEP is looking into the circumstances to see if there are hidden effects</p> <p>Priority: Low Action: Monitor Testify: Yes Ordinance: Uncertain Policy: Uncertain Fiscal Impact: No (Bob Sack)</p>
			<p>Revises scope of review for the legislative Committee On High Level Nuclear Waste to include hazardous waste disposal sites</p>	<p>Senate Failed -- 5/23 -- no further action allowed</p>	<p>Natural Resources</p>	<p>SB120</p>	<p>No effect but NDEP is looking into the circumstances to see if there are hidden effects</p> <p>Priority: Low Action: No (Bob Sack)</p>
			<p>Makes various changes concerning emergency medical services.</p>	<p>Referred to Committee on Health & Human Services Amend, do pass (04-11-11) Referred to Assembly Committee on Health & Human Services (04-27-11)</p>	<p>Senator Lee</p>	<p>40--642 SB 138</p>	<p>Background: This bill authorizes the holder of a permit for the operation of an ambulance or a vehicle of a fire-fighting agency to use a person other than a licensed attendant or firefighter to provide certain emergency care and assistance in a county whose population is less than 15,000.</p> <p>Analysis: Pertains only to counties whose population is less than 15,000. Does not affect Washoe County Health District.</p> <p>Fiscal Impact: None</p> <p>Amendment:</p> <ul style="list-style-type: none"> • Priority: Low • Action: None • Testify: No • Position: None • Ordinance: No • Policy: No • Fiscal Impact: None (S. Akurosawa)

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WASHOE COUNTY HEALTH DISTRICT - 2011 LEGISLATIVE BILL TRACKING

<p>SB172 Pursuant to Joint Standing Rule No. 14.3.1, no further action allowed</p>	<p>Senator Parks</p>	<p>Failed – 5/23/11 – no further action allowed</p>	<p>Establishes the Statewide Program for Public Education and the Prevention of Sudden Infant Death Syndrome. (BDR 40-826)</p>	<p><u>Analysis.</u> The bill creates a state education program for prevention of SIDS through the Nevada State Health Division. It will require certain providers of health care and certain medical facilities to distribute information concerning SIDS and sudden unexpected infant death to certain persons; and requires the Advisory Board on Maternal and Child Health to assist the Health Division in developing the Program.</p> <p>In the years 2005-2009, 47 infants less than 1 year old died of SIDS in Washoe County. An additional 37 infants died due to accidents in the sleep environment. Education provided at birth would increase the knowledge of safe sleep practices, additional resources would be necessary to translate the knowledge into action and overcome barriers related to psycho-social and economic factors. Public Health Nurses in the Home Visitation Program routinely screen and educate families on safe sleep; Washoe County Safe Kids (REMSA) also trains facilitators to promote safe sleep practices through Cribs for Kids.</p>	<ul style="list-style-type: none"> • Priority: Low • Action: Monitor • Testify: No • Position: Neutral • Ordinance: No • Policy: No • Fiscal Impact: No (C. Hunter)
<p>40—368 SB 173</p>	<p>Senator Parks</p>	<p>Failed April 15th Deadline – No further action allowed</p>	<p>Authorizes reorganization of public health function of district health departments in larger counties.</p>	<p><u>Background:</u> Currently only applies to Clark County (over 400,000 in population). Authorizes the board of county commissioners to authorize the board of health to maintain an integrated system to provide comprehensive health and social services including; adoption; alcohol & drug abuse prevention; child abuse prevention; child welfare; delinquency prevention; foster care, and mental health services.</p> <p><u>Analysis:</u> Does not affect Washoe County or</p>	<ul style="list-style-type: none"> • Priority: Low • Action: Monitor • Testify: No • Position: Oppose • Ordinance: No • Policy: No • Fiscal Impact: No (S. Akurosawa)

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WASHOE COUNTY HEALTH DISTRICT - 2011 LEGISLATIVE BILL TRACKING

<p>SB177 No further action taken</p>	<p>Senators Gustavson, Halseth, and Ellison (primaries)</p>	<p>Senate Transportation</p>	<p>Revises provisions governing the wearing of protective headgear when operating motorcycles. (BDR 43-571)</p>	<p>Washoe County Health District Fiscal Impact: None Analysis. This bill proposes to exempt the following motorcycle riders from the requirement to wear protective headgear: riders who are over 21 years old; have been licensed to operate a motorcycle for at least 1 year; and have completed a motorcycle safety class. It would also exempt passengers over 21 years of age from wearing protective headgear. There is no known research to support exempting certain categories of motorcycle riders from the wearing of safety equipment. Creating such exemptions will expose certain riders to injuries that could result from motorcycle crashes. Motor vehicle and motorcycle crashes remain among the top 5 leading causes of minor and major trauma in Washoe County.</p>	<ul style="list-style-type: none"> • Priority: Low • Action: Monitor • Testify: No • Position: Oppose • Ordinance: No • Policy: No • Fiscal Impact: No <p>(J. Hadayia)</p>
<p>40-1114</p>	<p>Natural resources</p>	<p>Failed – April 19 – No further action allowed</p>	<p>Enacts provisions requiring the payment of certain beverage containers sold in the state</p>	<p><i>Analysis.</i> This bill would comprehensively ban industrially produced trans fats from all public and charter schools; trans fats may also not be used in the production of food and beverage intended for student consumption. The ban would apply to school nutrition services, vending, fundraising, and school stores; and to all activities conducted on school grounds, including before and after school activities, even if the activity is not sponsored by the school. It would not apply to foods and beverages in</p>	<ul style="list-style-type: none"> • Priority: Low • Action: Neutral • Testify: No • Position: Neutral • Ordinance: No • Policy: No • Fiscal Impact: No <p>(Environmental)</p>
<p>SB230</p>	<p>Senators Denis, Wiener, Breedon, Bobzien (primaries)</p>	<p>Assembly Education No action (5-13-11) Failed – 5/23 – no further action allowed</p>	<p>Prohibits the sale or provision of foods containing trans fats at public schools within this State. (BDR 34-666)</p>	<p><i>Analysis.</i> This bill would comprehensively ban industrially produced trans fats from all public and charter schools; trans fats may also not be used in the production of food and beverage intended for student consumption. The ban would apply to school nutrition services, vending, fundraising, and school stores; and to all activities conducted on school grounds, including before and after school activities, even if the activity is not sponsored by the school. It would not apply to foods and beverages in</p>	<ul style="list-style-type: none"> •

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WASHOE COUNTY HEALTH DISTRICT - 2011 LEGISLATIVE BILL TRACKING

			<p>federal food programs.</p> <p>A Quick Poll conducted by LCB in 2010 showed that both Washoe and Clark County School District Nutrition Services do not purchase products containing trans fats; however, neither has an official policy. They stated they would "support a policy banning trans fats from school meals." Washoe County School District as an entity has stated they will be neutral on the bill.</p> <p><u>Background.</u> The scientific research has shown a definitive link between artificial trans fat intake and increased high cholesterol and increased coronary heart disease. One study showed that a 2% increase in trans fat intake increases a woman's risk of heart disease by 23%. National organizations have called for a ban of artificial trans fats in restaurants and schools, including the American Heart Association and the American Medical Association. 29 states have considered legislation to limit or ban artificial trans fats in restaurants and schools.</p>	
<p>SB 240</p>	<p>Senator McGinniss</p>	<p>Introduced March 16, 2011 Referred to Committee on Natural Resources Bill not heard, Failed - 4/15/11</p>	<p>Makes changes to NRS defining small exploration and mining projects, exempts these projects from being sources or indirect sources of air emissions in regard to particulate matter, air contaminants from combustion of low sulfur diesel, and natural gas used for drying of earthen materials. The bill allows for automatic renewal of operating permits for these</p>	<ul style="list-style-type: none"> • Priority: High • Action: Monitor • Testify: No • Position: Oppose • Ordinance: No • Policy: No • Fiscal Impact: No • (K Dick)

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WASHOE COUNTY HEALTH DISTRICT - 2011 LEGISLATIVE BILL TRACKING

		<p>projects upon payment if Department of Conservation and Natural Resources is informed that no changes are contemplated. It also allows for alterations of any existing source to occur before plans are submitted and approval is received for such alterations, if the alterations do not allow the source to exceed its allowable limits and the permitted source processes less than 80,000 tons of earthen material consisting primarily of industrial mineral during any calendar year. If the alterations exceed allowable limits the source is required to comply with permit emissions limits within thirty days of notice.</p>	<p>contained in our State Implementation Plans which are federally enforceable.</p> <p>This bill provides special treatment for "small exploration projects" and "small mining operations" without any real regard for the actual or potential amount of pollution that they may add to the air. The bill could exempt from regulation sources of pollution that AQMD must have the ability to regulate to fulfill its air quality responsibilities under its EPA delegation and the approved State Implementation Plans.</p> <p>If the bill passes, the language may conflict with federally approved regulations, placing the County in the untenable position of violating either state law or federal law. The language allowing any alteration at an existing source does not limit this to a minor source. It appears that it would allow even a major source, subject to federal Title V Operating Permit program(40 CFR Part 70) requirements, to avoid going through New Source Review if "During any calendar year, the existing permitted source processes not more than 80,000 tons of earthen material consisting primarily of industrial mineral". This appears to allow an existing permitted source to violate federal law by avoiding New Source Review and also may have the effect of allowing a source at least 30 days to exceed its allowable emissions of air pollutants, before it faces any enforcement consequences.</p>	
<p>SB247 Pursuant</p>	<p>Senate Education</p>	<p>Establishes the Program for School-Based Health Centers. (BDR 34-112)</p>	<p><u>Analysis.</u> This bill would establish the Office of School-Based Health Centers at the State Health Division and charge that office with the</p>	<ul style="list-style-type: none"> • Priority: High • Action: Attention • Testify: Sign-In Only

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WASHOE COUNTY HEALTH DISTRICT - 2011 LEGISLATIVE BILL TRACKING

<p>to Joint Standing Rule No. 14.3.1, no further action allowed</p>		<p>development of statewide standards for School-Based Health Centers, seek grants and other funds to establish Centers, and provide technical assistance. The bill further outlines the parameters of School-Based Health Centers, including liability, staffing, use of school facilities, and services to be provided.</p> <p>While a medical home is the ideal, it is acknowledged that many individuals in Washoe County do not have access to a medical home. Children could have access through school-based health centers. In particular, school-based health centers could provide easy access to immunizations as they become required, such as Tdap, meningococcal, and HPV vaccines. Some children may also need to "catch up" on certain immunizations, such as Varicella and Hepatitis A and B, in order to be fully protected. In a Washoe County School District 10th grade immunization assessment, 32% of students had two doses of Varicella vaccine; 51% had a dose of meningococcal vaccine; and only 11% had completed the HPV vaccine series. Low coverage rates for these immunizations leaves these students at risk for disease. School based health centers would give these students an opportunity to receive these recommended vaccinations, better protecting them from various diseases.</p>	<ul style="list-style-type: none"> • Position: Support • Ordinance: No • Policy: No • Fiscal Impact: No (S. Kutz, S. Hardie, J. Hadayia)
<p>SB253 Pursuant to Joint Standing Rule No. 14.3.1, no further action</p>	<p>Requires certain policies of health insurance and health care plans to provide coverage for tobacco cessation treatments. (BDR 57-1052)</p>	<p><i>Analysis.</i> This bill requires all public and private health care plans and policies of insurance in Nevada to include smoking cessation services in their benefits coverage for employees in accordance with guidelines outlined by the U.S. Public Health Service. Minimum coverage would be: two courses of treatment within a one year period, including not less than four sessions of counseling (group or individual; in-person or</p>	<ul style="list-style-type: none"> • Priority: High • Action: Attention • Testify: No • Position: Support • Ordinance: No • Policy: No • Fiscal Impact: Yes (to County as employer; per WC HR, it would be

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WASHOE COUNTY HEALTH DISTRICT 1 - 2011 LEGISLATIVE BILL TRACKING

<p>allowed</p>			<p>telephone) and any FDA-approved cessation drug, not subject to prior authorization or co-payments, etc.</p> <p>Currently, Nevada Medicaid provides cessation coverage to enrollees according to these guidelines; S.B.253 is attempting to create a consistent cessation benefit in the state regardless of the coverage provider. Eight states currently have legislation mandating minimum cessation coverage levels.</p> <p>The benefits of comprehensive tobacco cessation coverage have been estimated in both health and economic terms. Tobacco use remains the leading cause of preventable death in the world and is proven to contribute to all chronic health conditions (U.S. Surgeon General). However, most smokers want to quit (recent estimates place that percentage at about 80%). Research shows that making cessation counseling available to smokers directly correlates to lives saved from decreased tobacco use. In addition, a 2010 study by the American Lung Association showed that, for every \$1 spent on cessation benefits coverage to employees, \$1.10-\$1.40 in health care expenditures and lost productivity are saved as a result of decreased tobacco use and associated chronic illnesses.</p> <p>State funding for tobacco cessation services in Nevada was eliminated in the 2009 Special Session, creating gaps in available tobacco treatment that S.B. 253 would help to fill.</p>	<p><i>minimal</i> (J. Hadayia)</p>
<p>SB 298</p>	<p>Senator McGinness</p>	<p>Introduced 03/21/11 Referred to Committee on</p>	<p>An act to odors; authorizing a person to submit a written complaint to the Director or the State</p>	<ul style="list-style-type: none"> • Priority: High • Action: Tracking • Testify: Yes, Dick, 3/25/11

(Bills that are no longer active are located at the end of the document and identified in italics).

WASHOE COUNTY HEALTH DISTRICT - 2011 LEGISLATIVE BILL TRACKING

<p>Natural Resources, Hearing 3/25/11, Failed 4/16/11</p>	<p>Department of Conservation and Natural Resources (DCNR) alleging the existence of a noxious odor; authorizing the Director to conduct an investigation concerning the existence and cause of the noxious odor; authorizing the State Environmental Commission (SEC) to order the abatement of the noxious odor under certain circumstances; and providing other matters properly relating thereto.</p>	<p>authorizes any person to submit a written complaint to the Director of the Department alleging the existence of a noxious odor. The term "noxious odor" is defined in Section 1 to mean any odor which is objectionable to the senses of any ordinary person and interferes with the comfortable enjoyment of life or property in any usual place of occupancy. Section 1 requires the Director to serve a written notice of the complaint upon the person allegedly causing the noxious odor and authorizes the Director to conduct an investigation concerning the existence and cause of the noxious odor. Section 1 authorizes the written notice to include an order requiring an order requiring a person to take corrective action and provides that the order becomes final within 10 days unless a hearing is requested.</p> <p>AQMD believes that the Health District already has a better and more effective approach established through our existing Section 040.055 Odorous/Gaseous Contaminants. The Health District regulation does not require the odor complaint to be written and it allows for verification of odors by actual measurements, on site by staff, or by a group of people. It establishes a response threshold of two or more violations of the regulation within a one-year period to trigger the requirement to submit and implement an odor control plan. This avoids over-reaction to one-time short duration events. In addition, the Health District regulation is not restricted to places of occupancy and affords protection from odors at public places and places of business as well.</p>	<ul style="list-style-type: none"> • Position: Oppose. • Ordinance: Yes, Existing Section 040.055 (Odorous/Gaseous Contaminants) in District Board Air Regulations would be required to be modified to conform with portions of SB298 that are more stringent than our existing regulation. • Policy: No • Fiscal Impact: Yes, to modify regulations and administer a more administratively cumbersome response to odor complaints. (Kevin Dick)
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(Bills that are no longer active are located at the end of the document and identified in italics).

WASHOE COUNTY HEALTH DISTRICT - 2011 LEGISLATIVE BILL TRACKING

<p>SB335 Pursuant to Joint Standing Rule No. 14.3.3, no further action allowed</p>	<p>Senator Parks, Assemblywoman Pierce (primaries)</p>	<p>Assembly Health and Human Services</p>	<p>Revises provisions governing hypodermic devices. (BDR 40-795)</p>	<p><u>Analysis.</u> The intent of this bill is allow individuals to purchase or possess sterile syringes in order to prevent the spread of HIV, hepatitis C, and other blood borne diseases associated with sharing injection drug-using equipment. The mechanism for achieving this goal is to "de-regulate" needles and syringes by removing them from the Nevada drug paraphernalia statute. This makes it legal for individuals to possess sterile syringes as well as for community-based organizations to provide safe injecting supplies. This is the recommended approach to syringe access and is currently in place in 11 states. In addition, the ban on the use of federal funds for syringe access was lifted in 2009. Affirmative legislation would make it possible for community-based organizations to begin clean syringe distribution in their communities using existing funding.</p> <p>The national Harm Reduction Coalition has been providing subject matter expertise and technical assistance on this bill. A community coalition (called the Public Health Alliance for Syringe Access) has also been formed to garner community support.</p> <p><u>Background.</u> This bill was "by request" of the State AIDS Task Force (SATF). Staff serve as Chair of their Ad Hoc Policy Committee.</p> <p><u>Interim.</u> Staff remain in dialogue with community partners, subject matter experts, technical assistance providers, and CDC regarding options for providing sterile syringe access in the public health setting within current statute as well as data gathering in preparation for the Interim Session and possible legislation in 2013. STD Clinic protocols and health education strategies are being reviewed for allowable options.</p>	<ul style="list-style-type: none"> • Priority: High • Action: Attention • Testify: Yes (4-5-11) (4-7-11) (4-11-11) (5-13-11); written & verbal • Position: Support • Ordinance: No • Policy: No • Fiscal Impact: No (J. Hadayia)
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(Bills that are no longer active are located at the end of the document and identified in italics).

WASHOE COUNTY HEALTH DISTRICT - 2011 LEGISLATIVE BILL TRACKING

<p>20-1140 SB 398</p>	<p>Government Affairs</p>	<p>Failed April 19th Deadline – No further action allowed</p>	<p>Authorizes certain persons to request that personal information contained in certain public records be kept confidential</p>	<p>Background: The Bill would have allowed employees of the Health District to request that a county assessor keep confidential personal information about such officers and employees. . Proposed Amendment: The intent is to move more towards administrative enforcement and less criminal enforcement; however, the results of administrative enforcement will also 'irritate' some people to seek retribution.</p>	<ul style="list-style-type: none"> • Priority: High • Action: Supported • Testify: No • Position: Oppose • Ordinance: No • Policy: No • Fiscal Impact: No (K Dick & B Sack)
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6/23/11



Washoe County Health District



Public Health
Prevent. Promote. Protect.

STAFF REPORT

Board Meeting Date: 06/23/2011

DATE: June 15, 2011

TO: Washoe County District Board of Health

FROM: Tony Macaluso REHS, Environmental Health Specialist Supervisor
328-2431, tmacaluso@washoecounty.us

THROUGH: Bob Sack, Division Director, Environmental Health Services

SUBJECT: **Request for Board Approval to Participate in the Following Funding Opportunity: Voluntary National Retail Food Program Standards Partnership Funding**

The Food and Drug Administration (FDA) Retail Food Program has received funding for use by jurisdictions participating in the Voluntary National Retail Food Regulatory Program Standards (Program Standards). Washoe County Health District is enrolled in the Program Standards.

The Program Standards is a nationally recognized program endorsed by FDA, industry, state and local health agencies. The purpose of the Program Standards is to provide a foundation for managers to assess and provide continuous improvements to their food programs. The Health District has been actively involved with this program since 2004. Funds up to a maximum of \$2,500.00 may be given to an individual jurisdiction. Applications are due by July 15, 2011.

Details about this funding opportunity are provided in the attached presentation utilizing the District Board of Health checklist.

Handwritten signature: Tony Macaluso

Washoe County



Health District

Washoe County Health District Environmental Health Services

FDA 2011 FOOD GRANT

Presented by:

- Tony Macaluso
Environmental Health Specialist Supervisor
tmacaluso@washoecounty.us
775.328.2431

Checklist - Overview

- Food and Drug Administration (FDA)
- Voluntary National Retail Food Program Standards
- Initiate a Self Assessment

Checklist - Do we need this?

- Identify Statute or Regulation
 - NRS 439, 446
- Identify Ten Essential Services
 - # 1 - Monitor health status to identify community health problems
 - # 2 - Diagnose and investigate health problems
 - # 3 - Inform and educate
 - # 6 - Enforce laws and regulations
 - # 8 - Assure a competent public health workforce

Checklist - Do we need this?

- District Board of Health Priority
 - Mandates are met
- District Board of Health Goals
 - Seek funding and resource development opportunities
 - Develop a competent public health workforce
 - Enhance collaborations with community groups and constituents

Checklist - Do we need this?

- Public Health Need
 - CDC estimates that foodborne diseases cause approximately 76 million illnesses, 325,000 hospitalizations, and 5,000 deaths in the United States each year

Checklist - Do we need this?

- Describe Impact If Not Implemented
 - Self assessment not completed in a timely manner
 - Missed future FDA funding opportunities

Checklist - Can we do this?

- Identify Assets To Accomplish Program
 - Intermittent hourly employee
- Community Partners
 - Not applicable

Checklist - How much will it cost?

- Budget
 - Funding source FDA \$2,500
 - No matching funds required
 - No operating nor equipment expenditures
 - No sub-contract
 - Reimbursement for intermittent hourly Environmental Health Specialist

Checklist - How to measure success?

- Describe Evaluation Process
 - Completion of self assessment
 - Report to DBOH when complete
- Outcome or Product
 - List of successes
 - List of improvements needed
 - Final report

Checklist - Overview

- Timelines:
 - July 15, 2011
 - Applications due to FDA
 - August 5, 2011
 - FDA notifies WCHD of funding
 - July 2012
 - Initiative to be completed

June 10, 2011

Dr. George Hess
4250 Juniper Creek Road
Reno, Nevada 89519
Washoe County

Subject: VOLUNTEER APPLICATION: District Board of Health

Application for District Board of Health

Additional Information:

While in medical school I had the good fortune to take an excellent preventive medicine course during my second year. It not only provided the basic information needed for epidemiology, statistics, and prevention as understood in 1966 but also provided an excellent foundation for the clinical application of this knowledge. Since that time I have had an interest in clinical preventative medicine and public health and have been active in these areas within the medical community. I have served on the AAFP Commission on Public Health and Scientific Affairs (chaired the Immunization Subcommittee), on two US Dept. of Human and Health Services Radiological Advisory Panels, the Nevada State Medical Association Commission on Public Health (Co-Chair) and on the Washoe County Medical Society Public Health Commission (current Co-Chair). Because of this interest and experience I was named the course coordinator for the Community Medicine Course at the University of Nevada School of Medicine which is a required course in public health for medical students. I remain very interested in public health and preventive medicine and would like to serve on the Washoe County District Board of Health. I believe my background and experience will serve me well if I am appointed and that my activity within the County and State Medical Societies will provide a valuable link to the community physicians.

Personal Information

Main Phone

775-746-2785

Secondary Phone

775-741-5952

Email Address

ghhnv@aol.com

Education Background

School Name

University of California, School of Medicine

Graduated

yes

Graduation Year

1971

Course Of Study

Family Practice Residency

Dr. George Hess
Page Two

Degree Earned

Notes

School Name

University of Washington School of Medicine

Graduated

yes

Graduation Year

1968

Course Of Study

Medicine

Degree Earned

MD

Notes

Professional Background

Employer

Locum Tenens for Indian Health Service

From Date

02/01/06

To Date

03/30/10

Status

part-time

Job Title

Family Physician

Duties

I provided direct patient care at the Reno-Sparks Tribal Clinic, filling in for physician vacancies. i have been retired since that time.

Employer

Washoe Health System (Washoe Family Care-Washoe Urgent Care)

From Date

07/01/02

To Date

12/31/06

Status

part-time

Job Title

Family Physician

Duties

Provided primary care for patients at Washoe Family Care (now Renown)

Dr. George Hess
Page Three

Employer

University of Nevada School of Medicine

From Date

07/01/88

To Date

06/30/02

Status

full-time

Job Title

Professor and Chairman, Department of Family and Community Medicine

Duties

I was appointed professor and chairman of the Department of Family and Community Medicine at the School of Medicine. In addition to my administrative and clinical duties as a family physician, I was course coordinator for the Community Medicine/Public Health Course for second year medical students and attending physician for third year medical students and family practice residents on the family medicine service.

Employer

Carson Medical Group

From Date

11/01/74

To Date

06/30/88

Status

full-time

Job Title

Family Physician

Duties

Patient care including the full scope of family medicine including obstetrics and surgical assisting. Also, I had students from UCD and the University of Nevada School of Medicine for clinical rotations and held volunteer clinical appointments with both schools.

Dr. George Hess
Page Four

Employer

University of California Davis, School of Medicine

From Date

07/01/71

To Date

10/31/74

Status

full-time

Job Title

Assistant Professor

Duties

Instruction of students and care of patients at the Sacramento Medical Center and teaching on the Davis campus. I remained on the volunteer clinical faculty as an assistant clinical professor after entering private practice in Carson City, NV in 1974.

Awards and Honors

Honor

Nevada Family Physician of the Year

Honor Date

02/10/02

Details

This award is given each year by the Nevada Academy of Family Physicians

Honor

Faculty Recognition Award/Outstanding Attending

Honor Date

06/28/98

Details

Awarded each year by the Family Practice residents at the University of Nevada School of Medicine.



OFFICERS:

Tomas Hinojosa, Jr., M.D., President
Michelle K. Chu, M.D., President-Elect
Gina R. Dapra, M.D., Secretary/Treasurer
Travis D. Kieckbusch, M.D., Imm. Past President
Pamela E. Netuschil, M.D., Delegation Chairman

Jeanie L. Catterson, Executive Director

DIRECTORS:

Brian T. Buehler, M.D.
Ross H. Golding, M.D.
Henry C. Hicks, M.D.
Thomas E. Killeen, M.D.
Craig M. Sande, M.D.
Jennifer M. Wilson, M.D.

June 13, 2011

Matt Smith, Chairman
Washoe County District Board of Health
1001 East Ninth Street
Reno, NV 89520

Dear Mr. Smith:

The Washoe County Medical Society (WCMS) was notified by Amy J. Khan, M.D., M.P.H. that she has completed her four year term as a physician appointed member of the Board, and will not be able to continue due to her current clinical obligations.

Back in May of 1996, the medical society supported the nomination of Robert K. Myles, M.D., as a physician member to the Washoe County District Board of Health. Dr. Myles proved to be a valuable member of the Washoe County District Board of Health until his retirement in 2006. At that time, the society supported the nomination of Amy J. Khan, M.D., M.P.H., and she has served as a very qualified and knowledgeable physician. The society also had a strong and experienced physician candidate in George H. Hess, M.D. A copy of his Curriculum Vitae is attached for your information and review, and will attest to his qualifications and experience.

Professionally, Dr. Hess is board-certified in family practice medicine and has been practicing in Nevada for over 37 years. His son, John, has followed in his father's footsteps and actively practices family medicine in the Reno/Sparks area.

George H. Hess, M.D. has had various academic appointments and served as Chair and as a Clinical Professor to the Department of Family and Community Medicine at the University of Nevada School of Medicine.

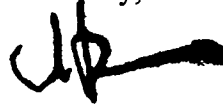
Dr. Hess is a longstanding member of organized medicine and has maintained his membership with his national, state and county medical organizations since 1974. He has been very active over the years in our state and county medical organizations voluntarily serving in various leadership roles including several terms as a NSMA delegate, and he was our 2009-10 WCMS Delegation Chairman to the NSMA's House of Delegates. Dr. Hess has been appointed to serve as a member of numerous commissions and committees and has chaired WCMS Allied Health Fields, Governmental Affairs, Medical Practice, and Public Relations Commissions/Committees. He is currently serving as a member of the NSMA Public Health Commission and Co-chairs the WCMS Allied/Public Health (formerly Allied Health Fields) Commission with Dr. Khan.

For the past several years, Dr. Hess has chosen to serve on the Health Department's Inter-Hospital Coordinating Council (IHCC), as liaison to the medical society. The group consists of area hospital representatives and emergency teams who work to prepare the community for medical emergency response in the event of a disaster.

The WCMS Board of Directors would be honored by your consideration of our candidate, George H. Hess, M.D., as our recommendation to fill the impending physician member position. We believe that he will be a valuable asset to the Washoe County District Board of Health and will serve this community well. We feel strongly that this appointment is important for the practice of medicine when considering medical issues, and we wish to convey our appreciation of this privilege.

If you have any questions, please don't hesitate to contact me.

Sincerely,



Tomas Hinojosa, Jr., M.D.
2011 WCMS President

Enclosure

cc: George H. Hess, M.D.
Amy J. Khan, M.D., M.P.H.,
Larry Matheis, NSMA Executive Director.

CURRICULUM VITAE

George H. Hess, M.D., FAAFP
4250 Juniper Creek Road
Reno, Nevada 89509

July 1, 2007

PRESENT EMPLOYMENT: Retired Family Physician

DATE OF BIRTH: September 5, 1942

PLACE OF BIRTH: Bisbee, Arizona

LICENSURE: Nevada

EDUCATION:

1960 – 1964 University of the Pacific, Stockton, California, Bachelor of Science, Chemistry
1964 – 1968 University of Washington, School of Medicine, Seattle, Washington, Doctor of Medicine.
1968 – 1969 Rotating Internship, Riverside General Hospital – University Medical Center, Riverside, California (affiliate Loma Linda University, School of Medicine).
1969 – 1971 Family Practice Residency, Sacramento Medical Center, University of California, Davis, School of Medicine, Sacramento, California.

BOARD CERTIFICATION:

DIPLOMAT American Board of Family Practice, April, 1972 (Recertified in 1978, 1984, 1990, 1996, 2002, and 2009).
DIPLOMAT American Board of Medical Examiners, July 1969.

ACADEMIC APPOINTMENTS:

July, 1971 to October, 1974 – Associate Physician, Sacramento Medical Center, University of California, Davis.

July, 1971 to January, 1972 – Clinical Instructor, Department of Family Practice, University of California, Davis, School of Medicine.

January, 1972 to December, 1978 – Assistant Clinical Professor, Department of Family Practice, University of California, Davis, School of Medicine.

July, 1975 to December, 1987 – Clinical Assistant Professor of Medicine, University of Nevada School of Medicine.

December, 1987 to July, 1988 – Clinical Associate Professor, Department of Family and Community Medicine, University of Nevada School of Medicine.

July, 1988 to June, 2002 – Professor, Department of Family and Community Medicine, University of Nevada School of Medicine.

July, 2002 to present – Clinical Professor, Department of Family and Community Medicine, University of Nevada School of Medicine.

HOSPITAL STAFF APPOINTMENTS:

Sacramento Medical Center – University of California, Davis, School of Medicine, Sacramento, California (1971 – 1974).

Sutter Community Hospitals, Courtesy Staff, Sacramento, California (1972 – 1974).

Carson-Tahoe Hospital, Active Staff, Carson City, Nevada (1974 – 1988), Courtesy Staff (1988 – 1992).

Washoe Medical Center, Active Staff/Senior Active Staff, Reno, Nevada (1988 – 2008).

University Medical Center, Consultative Staff, Las Vegas, Nevada (1989 – 2002).
St. Mary's Regional Medical Center, Active Staff, Reno, Nevada (1999 – 2003).

PROFESSIONAL POSITIONS:

July, 1972 to January, 1973 and June, 1973 to October, 1974, Assistant Director, Model Family Practice Unit, Sacramento Medical Center, Sacramento, California.

January, 1973 to June, 1973, Assistant Director (interim), Emergency Department, Sacramento Medical Center, Sacramento, California.

November, 1974 to June, 1988, private practice with the Carson Medical Group, Carson City, Nevada.

July, 1988 to April, 2000, Chairman, Department of Family and Community Medicine, University of Nevada School of Medicine.

April, 2000 to June, 2002, Director, Division of Community Medicine, Department of Family and Community Medicine, University of Nevada School of Medicine.

July, 2002 to December, 2006, Family Physician, Washoe Family Care – Washoe Urgent Care, Reno, Nevada

PROFESSIONAL AFFILIATIONS:

Fellow – American Academy of Family Physicians

Member – Nevada Academy of Family Physicians

Member – Washoe County Medical Society

Member – Nevada State Medical Association

Member – American Medical Association

OTHER ACTIVIES AND POSITIONS:

1. House Staff Representative, The Education Committee, Sacramento Medical Center, University of California Davis, 1970 - 1971.
2. Author of "Interim Family Practice Residency Program – Sacramento Medical Center", In effect July 1, 1970 to July 1, 1971 (when first accredited as new program).
3. Member, Personnel Committee for Clinical Faculty, University of California, Davis, School of Medicine, July, 1973 – October, 1974.
4. Delegate from Carson/Douglas County Medical Society to Nevada State Medical Association, 1976 – 1988.
5. Alternate Delegate from Nevada Academy of Family Physicians to the Congress of Delegates of the American Academy of Family Physicians, 1976 – 1978.
6. Delegate from NAFP to Congress of Delegates AAFP, 1979 – 1988.
7. Secretary/Treasurer, President Elect, and President of the Nevada Academy of Family Physicians, 1978 – 1980.
8. Member of Board of Directors, NAFP, 1977 – 1997.
9. Member and then Chairman, American Academy of Family Physicians Committee on Insurance and Membership Services, 1979 – 1983.
10. Member of the AAFP Commission on Public Health and Scientific Affairs, 1983 – 1989.
11. Served as member and Secretary/Treasurer of the Executive Committee, Chairman of Medicine, Pediatric, and Family Practice Committees, Carson-Tahoe Hospital Medical Staff.
12. Member, Skull X-Ray Panel, Radiological Health Sciences Education Project, FDA, US Department of Health and Human Services, 1984 – 1985.
13. Member, Low Back Panel, Radiological Health Sciences Education Project, FDA, US Dept. of Health and Human Services, 1985 – 1988.
14. Member, Technical Advisory Committee, HELP (Health Education Lifetime Plan) Newsletter a publication of the American Academy of Family Physicians, 1986 – 1988.
15. Member, Ad Hock Taskforce on Standards of Care (renamed Task Force on Clinical Policies for Patient Care) American Academy of Family Physicians, 1988 – 1991.
16. Member, Curriculum Committee, University of Nevada School of Medicine, 1988 – 1991.

17. Member and Chair (1989 – 1990), Clerkship Coordinators Committee, University of Nevada School of Medicine, 1988 – 1990.
18. Member, Executive Committee, Clinical Chairmen’s Committee, and Practice Plan – MedSchool Associates Board of Directors, University of Nevada School of Medicine, 1988 – 2000.
19. Member, Medical Education Committee (1988 – 89), Medical Records Committee (1989 – 90), and Pharmacy and Therapeutics Committee (1996 – 2005), Washoe Medical Center.
20. Chief, Department of Family Practice, Washoe Medical Center, 1991 – 1994.
21. Member Executive Committee, Washoe Medical Center, 1991 – 1994.
22. Alternate Delegate from Washoe County Medical Society to NSMA House of Delegates, 1989 – 1999
23. Delegate from Washoe County Medical Society to NSMA House of Delegates, 2000 – present.
24. Member, VBAC Clinical Policy Subcommittee, Task Force on Clinical Policies for Patient Care, American Academy of Family Physicians, 1990 – 1995.
25. Member and Chair (1993), Society of Teachers of Family Medicine Western Regional Planning Committee, 1992 – 1997.
26. Member, Basic Sciences Course Coordinators Committee, University of Nevada School of Medicine, 1992 –2002.
27. Member, Family Practice Grant Peer Review Committee, Bureau of Health Professions, US Public Health Service, Dept. of HHS, 1997- 2001.
28. Member and Chair (2005 – 2007), Commission on Public Health, Nevada State Medical Association, 1997 – present.
29. Member, Prehospital Medical Advisory Committee, Regional Emergency Medical Services Authority (REMSA), 1998 – present.
30. Chairman, Commission on Allied Health Affairs, Washoe County Medical Society, 1999.
31. Member, University of Nevada School of Medicine, Dean Search Committee, 1999.
32. Chairman, Governmental Affairs Commission, Washoe County Medical Society, 2000 – 2005.
33. Director, Washoe County Medical Society Board of Directors, 2001 – 2005.
34. Member, Internal Affairs Commission, Washoe County Medical Society, 2001 – 2005.
35. Member, UN School of Medicine, Promotion and Tenure Committee, 2000 – 2002
36. Member, University of Nevada, Promotion and Tenure Committee, 2001 – 2002.
37. Member, Nevada Immunization Advisory Committee, Nevada State Division of Health, 2001 to 2006
38. Chairman, Medical Practice Commission, Washoe County medical Society, 2005 – present.
39. Medical Society Liaison to Interhospital Coordinating Council, Washoe County Health Department, 2006 – present.

TEACHING ACTIVITIES:

Honors: Named “Outstanding Resident Attending” by the residents of the UNSOM Reno Family Practice Residency 1998 and 2002.

1. Lecturer and Preceptor, MS-412, Introduction to Clinical Medicine, UCDSOM, 1972 – 1974.
2. Chairman, Course Evaluation Subcommittee, MS-412, UCDSOM, 1972 – 1974.
3. Preceptor, MS-421, Patient Evaluation, UCDSOM, 1972 – 1974.
4. Clerkship Coordinator, FP-419, Family Practice Clerkship, UCDSOM, 1972 – 1974.
5. Consultant and Lecturer, Intersystems Biology Course, UNSOM, 1975.
6. Lecturer, Introduction to Clinical Medicine, UNSOM, 1975 – 1976.
7. Preceptor, FCM-676, Family Medicine Clerkship, UNSOM, 1979 – 2002.
8. Lecturer, FCM-651, Community Medicine, UNSOM, 1988 – 2002.
9. Small group leader for problem based tutorials, FCM-651, Community Medicine, UNSOM, 1991 – 2002.
10. Course Coordinator, FCM-651, Community Medicine, UNSOM, 1992 – 2002.
11. Attending Physician, Family Medicine Service, Washoe Medical Center, UNSOM, 1988 – 2002.
12. Attending Physician/Preceptor, Family Medicine Center, Family Practice Residency and Family Medicine Clerkship, UNSOM, 1988 – 2002.
13. Preceptor, Introduction to Clinical Medicine, UNSOM, 1989 – 1996.
14. Lecturer, Allergic Diseases, FCM-651, Family Medicine Clerkship, 1991 – 2002.

PUBLICATIONS AND PAPERS

1. Hess, GH, Equipping Examination and Treatment Rooms in the Physician's Office, RESIDENT AND STAFF PHYSICIAN, pp 44-50, January, 1973.
2. Hess, GH, Andrus, LF, Burr, BD, Physician Supply and Distribution in Northeastern California – Implications for Medical Education, CALIFORNIA GP, pp25-29, Nov.-Dec. 1972.
3. Burr, BD, Hess, GH, More Primary Physicians – The Department of Family Practice at UC Davis Meets the Challenge, CALIFORNIA MEDICINE, 118:57-61, January, 1973.
4. Hess, GH, The Journal Club, in the teaching syllabus TEACHING BEHAVIORAL SCIENCE IN FAMILY PRACTICE, University of California, Davis, June, 1973.
5. Hess, GH, A Critical Approach to Multiphasic Screening, in FAMILY PRACTICE REFRESHER COURSE SYLLABUS, University of California, Davis, August, 1973.
6. Hess, GH, Burr, BD, The Problem Oriented Medical Record, FAMILY PRACTICE REFRESHER COURSE SYLLABUS, UCD, August, 1973.
7. Hess, GH, Burr, BD, Lawrence, R, Sehgal, N, Six Years Experience with Pelvic Inflammatory Disease, THE JOURNAL OF FAMILY PRACTICE, 1:13-16, August, 1974.
8. Hess, GH, Burr, BD, Andrus, LH, Physician Supply and Distribution – Implications for Medical Education, THE NEW PHYSICIAN, 23:22-24, June, 1974.
9. Hess, GH, Health Hazard Appraisal in Clinical Medicine, in Second Annual FAMILY PRACTICE REFRESHER COURSE COURSE SYLLABUS, UCD, August, 1974.
10. Hess, GH, Cardiopulmonary Resuscitation in the Rural Community Hospital, WESTERN JOURNAL OF MEDICINE, 128:282-284, April, 1974.
11. Hess, GH, Success Rates in Cardiopulmonary Resuscitation, reply to correspondence to the editor, WESTERN JOURNAL OF MEDICINE, 128:547-548, June, 1978.
12. Hess, GH, The Early Diagnosis of Breast Cancer, as panelist in round table forum published in THE FEMALE PATIENT, September, 1979.
13. Hess, GH, Premature Labor, comoderator of round table forum published in THE FEMALE PATIENT, 4:, December, 1979.
14. Hess, GH, CPR Anyone?, CARDIOLOGY TODAY, 8:5, October, 1980.
15. Masters, SJ, McClean, PM, Arcarese, JS, Brown, RF, Campbell, JA, Freed, HA, Hess, GH, Hoff, JT, Kobriner, A, Koziolk, DF, Marasco, JA, Merten, DF, Metcalf, H, Morrison, J, Rachlin, JA, Shaver, JW, Thornbury, JR, Skull X-Ray Examinations After Head Trauma, Recommendations by a Multidisciplinary Panel and Validation Study, THE NEW ENGLAND JOURNAL OF MEDICINE, 316:84-91, January 1987
16. Masters, SJ, et. al. (Skull X-Ray Panel), The Selection of Patients for X-Ray Examinations: Skull X-Ray Examination for Trauma, US Department of Health and Human Services, June, 1986.
17. Hess, GH, Editor, IMMUNIZATION GUIDELINES, American Academy of Family Physicians, Kansas City, Mo., October, 1988.
18. Hess, GH, Chapter "Immunization Guidelines" in IMMUNIZATION GUIDELINES, AAFP, Kansas City, Mo., October, 1988.
19. Jarvis, JQ, Hess, GH, Mihalek, EF, Chapter "The National Childhood Vaccine Injury Act" in IMMUNIZATION GUIDELINES, AAFP, Kansas City, Mo., Oct. 1988.
20. Hess, GH, Editor, IMMUNIZATION GUIDELINES, Section II, Kansas City, Mo. May, 1990.
21. Hess, GH, Chapter "Measles Immunizations" in IMMUNIZATION GUIDELINE, II, AAFP, May, 1990.
22. Hess, GH, Rody, N, Family Practice Training in "Frontier" Areas of Nevada, Abstract in PROCEEDINGS OF 1991 AHEC NATIONAL WORKSHOP, Charleston, So. Carolina, July 3 – 6, 1991.
23. Rody, N, Hess, GH, Teaching Preventive Medicine to Students Through a Problem Based Curriculum and Field Practicum, Abstract in PROCEEDINGS OF 1991 AHEC NATIONAL WORKSHOP, Charleston, So. Carolina, July 3 – 6, 1991.
24. Johnson, G, Hess, GH, Lead Exposure, Epitomes in Preventive Medicine and Public Health, WESTERN JOURNAL OF MEDICINE, 156: 535-536, May, 1992.
25. Hess, GH, Anderson, J, Oujevolk, AV, Family Practice Residency Training in "Frontier Nevada", PRESENTATION ABSTRACTS, 1993 NATIONAL AHEC WORKSHOP, p3, Las Vegas, NV, 1993.
26. Hess, GH, Universal Hepatitis B Childhood Vaccinations, in Epitomes in General and Family Practice, WESTERN JOURNAL OF MEDICINE, 158:519-520, May, 1993.

27. Anderson, J, Hess, GH, Rural Program Development of Medical Students: Effective Assessment and Implementation, PRESENTATION ABSTRACTS, 1993 NATIONAL AHEC WORKSHOP, p19, Las Vegas, NV, July, 1993.
28. Roberts, RG, Bell, HS, Wall, EM, Graves-Moy, J, Hess, GH, Bower, PH, Vaginal Birth After Caesarean Section (VBAC), CLINICAL POLICY FOR PATIENT CARE, published by AAFP, Kansas City, Mo., October, 1995.
29. Hess, GH, Teaching Community Health Through Site Based Assessments, Abstract in PREVENTION 96, PREVENTION FOR ALL, Thirteen Annual Meeting, p40, Dallas, Texas, 1996.
30. Roberts, RG, Bell, HS, Wall, EM, Graves-Moy, J, Hess, GH, Bower, PH, Trial of Labor or Repeat Caesarean Section, The Women's Choice, ARCHIVES OF FAMILY MEDICINE, 6:120-125, 1997.

PAPERS AND LECTURES PRESENTED

1. Hess, GH, "The Journal Club", Postgraduate Program – Teaching Behavioral Science in Family Practice, University of California, Davis, School of Medicine, Asilomar Conference Grounds, California, June 7-10, 1973.
2. Hess, GH, "A Critical Approach to Multiphasic Screening", Postgraduate Program – Family Practice Refresher Course, UCDSOM, Squaw Valley, CA, August 29, 1973.
3. Hess, GH, Burr, BD, "The Problem Oriented Record", Postgraduate Program – Family Practice Refresher Course, UCDSOM, Squaw Valley, CA, August 29, 1973.
4. "Preventive Medicine in Primary Care Residencies", as part of Panel on Primary Care and Preventive Medicine, Association of Teachers of Preventive Medicine, Annual Meeting, San Francisco, CA, November 3, 1973.
5. Hess, GH, "Health Hazard Appraisal in Office Practice", 2nd Annual Family Practice Refresher Course, UCDSOM, Squaw Valley, CA, August 28, 1974.
6. Hess, GH, Brown, TK, "The Medical Audit in Private Practice as a Method of Postgraduate Education", 2nd Annual Family Practice Refresher Course, UCDSOM, August 29, 1974.
7. Panelist, Teleconference on Organ Donation and Transplantation, American Council on Transplantation, Washington, D.C., April 26, 1988.
8. Hess, GH, "Current Controversies in Immunizations", presented at the Annual Meeting, The Rural Health Association, April, 1989.
9. Brown, C, Wicker, D, Hess, GH, "Grading Medical Students on Required Family Practice Clerkships", Society of Teachers of Family Medicine, Annual Predoctoral Meeting, San Antonio, TX, February, 1991.
10. Hess, GH, Rodey, N, "Family Practice Training in Frontier Areas of Nevada", AHEC National Workshop, Charleston, South Carolina, July 5, 1991.
11. Rodey, N, Hess, GH, "Teaching Preventive Medicine to Medical Students Through a Problem Based Curriculum and Field Practicum", AHEC National Workshop, Charleston, SC, July 5, 1991.
12. Hess, GH, Bannister, RB, Lenhart, J, Romero, C, "Developing Obstetrics in Family Practice Residencies", Western Regional Meeting, Society of Teachers of Family Medicine, San Diego, CA, October, 21, 1991.
13. Romero, C, Hess, GH, Johnson, G, "A Medicaid HMO as a Primary Source of Patients for Family Practice Residencies", Western Regional Meeting, STFM, San Francisco, CA, October 4, 1992.
14. Lenhart, J, Hess, G, Bannister, R, Wolf, M, "Developing Obstetrical Curricula in Family Practice Residencies, Two Years Experience", Western Regional Meeting, STFM, San Francisco, CA, Oct. 5, 1992.
15. Hess, GH, Anderson, J, Oujevolk, AV, "Family Practice Training in Frontier Nevada", 1993 National AHEC Workshop, Las Vegas, NV, July 13, 1993.
16. Anderson, J, Hess, GH, "Rural Program Development for Medical Students: Effective Assessment and Implementation", 1993 National AHEC Workshop, Las Vegas, NV July 14, 1993.
17. Hess, GH, "The Needs of Academic Family Medicine for Department Chairs", American Academy of Family Physicians, Annual Scientific Assembly, Orlando, FL, October 8, 1993.
18. Hess, GH, "The Generalist and the Future of Medical Education and Practice", 1993 STFM Western Regional Meeting, Incline Village, NV, October 18, 1993.
19. Hess, GH, "Primary Care and Health Care Reform", National College of Juvenile and Family Judges, University of Nevada, Reno, NV, October 18, 1994.

20. Hess, GH, "Vaginal Birth After Caesarean Section (VBAC), A Risk/Benefit Analysis", Washoe Medical Center Perinatal Conference, Reno, NV July 13, 1995.
21. Hess, GH, "Teaching Community Health Through Site Based Assessments", Putting Prevention into Teaching, Prevention 96, Thirteen Annual Meeting STPM, Dallas, TX, March 24, 1996.
22. Hess, GH, "Vaginal Birth After Caesarean Section", "Immunization Update", and "The Treatment of Patients with Low Back Pain", presented at the Primary Care Update, Hilton Head, SC, June 23-28, 1996.
23. Oring, KE, Brown, CM, Hess, GH, "Use of an Alcohol Abuse OSCE: Implications for Curriculum", Western Regional Meeting, STFM, Incline Village, NV, October 18-20, 1996.
24. Hess, GH, Oring, KE, Johnson, GE, Building a Research Infrastructure in Family Medicine", UNSOM Research Conference, Las Vegas, NV, March 3, 2001.

FUNDED GRANT APPLICATIONS

1. Coauthored with Dr. Cecelia Romero, a three year grant for Graduate Training in Family Medicine (to establish a behavioral science curriculum for the Las Vegas Family Practice Residency – PI: Dr. Romero) for \$161,000 BHP, USPHS, HHS, July 1, 1990 – June 30, 1993.
2. Authored a two year grant for Graduate Training in Family Medicine (to establish a rural curriculum and establish resident rural rotations – PI: Dr. Hess), for \$223,000, BHP, USPHS, HHS, July 1, 1991 – June 30, 1993.
3. Coauthored with Dr. Cynthia Brown, a three year grant for Predoctoral Training in Family Medicine (to revise the family medicine clerkship, develop improve student evaluation systems, develop a community teaching site, and establish a student research assistantship – PI: Dr. Brown), for \$325,000, BHP, USPHS, HHS, July 1, 1992 – June 30, 1995.
4. Coauthored with Dr. Cynthia Brown and Dr. Kay Oring, a three year grant for Predoctoral Training in Family Medicine (to establish a family medicine based, end of third year medical student evaluation and advising system – PI: Dr. Hess), for \$360,000, BHP, USPHS, HHS, July 1, 1995 – June 30, 1998.
5. Coauthored with Dr. Kay Oring, a three year grant for a Departments of Family Medicine Grant (to establish a departmental research program – PI: Dr. Hess) for \$365,000, BHP, USPHS, HHS, Sept. 1, 1999 – August 31, 2002.

AREAS OF SPECIAL INTEREST AND/OR RESEARCH

1. Preventive Medicine and Public Health
2. Disaster Preparedness
3. Women's Health
4. Women's Health Initiative – Chart Reviewer/Adjudicator, Member of the National Committee on Cardiovascular Outcomes and the National Committee on Deaths

June 10, 2011

Dr Troy Ross
2688 Spearpoint Dr
Reno NV 89509

Subject: VOLUNTEER APPLICATION: District Board of Health

Application for District Board of Health

Additional Information:

To the Washoe County District Board of Health: I am writing to express my interest in a position as a member of the Board of Health. I am a Public Health and Occupational/Environmental Medicine physician, currently working in the Occupational Medicine field. In 2009 I left active duty military service to move my family back to Reno and put down roots in the community, where my wife and I grew up. I spent my Army medical career practicing a mix of Primary Care, Occupational, and then Preventive Medicine. In my last position I served as the chief of the Department of Preventive Medicine at Fort Hood, TX; the largest military installation in the US Army. In that capacity I had responsibility for all Public Health functions, Occupational Health, and deployment readiness to support the over 160,000 military, civilian employees, and family members of that base. During my tenure from 2006 through 2009 I also had the opportunity to deploy to Baghdad as the 4th Infantry Division Preventive Medicine Officer. In that capacity I continued in my role of overseeing Public Health for the Soldiers, and I worked with the Iraqi Civilian Ministry of Health and the Iraqi Armed Forces to assist them in their development of a Public Health infrastructure. Now that I am settled back in Reno I look forward to applying the skills I learned in the military to improving the health of the community that I will raise my family in. As a residency trained and board certified Preventive Medicine physician my focus is disease prevention and the pursuit of health. I also am board certified in Occupational and Environmental Medicine and have practical experience in managing Environmental Health programs. As an experienced military officer I know how to plan for and achieve prioritized results. As a member of the District Board of Health I would apply those skills to Public Health policy development with passion and commitment. I look forward to an opportunity meet with you and discuss how I might contribute to the health of our community through membership on your Board. My Regards, Troy Ross, MD, MPH

Personal Information

Main Phone

(775) 313-5031

Secondary Phone

(775) 384-1550

Email Address

tdross2@gmail.com

Contact Preference

any

June 2nd 2011

To the Washoe County District Board of Health:

I am writing to express my interest in a position as a member of the Board of Health.

I am a Public Health and Occupational/Environmental Medicine physician, currently working in the Occupational Medicine field. In 2009 I left active duty military service to move my family back to Reno and put down roots in the community, where my wife and I grew up. I spent my Army medical career practicing a mix of Primary Care, Occupational, and then Preventive Medicine. In my last position I served as the chief of the Department of Preventive Medicine at Fort Hood, TX; the largest military installation in the US Army. In that capacity I had responsibility for all Public Health functions, Occupational Health, and deployment readiness to support the over 160,000 military, civilian employees, and family members of that base. During my tenure from 2006 through 2009 I also had the opportunity to deploy to Baghdad as the 4th Infantry Division Preventive Medicine Officer. In that capacity I continued in my role of overseeing Public Health for the Soldiers, and I worked with the Iraqi Civilian Ministry of Health and the Iraqi Armed Forces to assist them in their development of a Public Health infrastructure.

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I look forward to an opportunity meet with you and discuss how I might contribute to the health of our community through membership on your Board.

My Regards,

Troy Ross, MD, MPH

Troy W. Ross, MD, MPH
2688 Spearpoint Dr, Reno, NV 89509
(775) 313-5031 – tdross2@gmail.com

EDUCATION

UNDERGRADUATE: BA Psychology, University of Nevada, Reno, May 86
GRADUATE: MPH Occupational/ Environmental Medicine, University of Washington, Seattle, WA June 06
MEDICAL SCHOOL: M.D., Uniformed Services University, May 97
GRADUATE MEDICAL EDUCATION:
Internship: General Surgery (categorical orthopedic) Eisenhower Army Medical Center, GA July 98
Residency: Orthopedic Surgery, Eisenhower Army Medical Center, GA July 2000 – January 2002
Preventive Medicine, Madigan Army Medical Center, WA July 2004 – June 2006

MEDICAL TRAINING: BLS Instructor
ACLS Instructor
PALS
ATLS
Advanced Burn Life Support
Primary training in Hyperbaric Medicine
Military Medical Review Officer
AO ASIF Principles of Fracture Management

MILITARY TRAINING COURSES

Tactical Combat Medical Care, Oct 07
Medical Management of Chemical and Biological Casualties, Sep 05
Medical Effects of Ionizing Radiation, Sep 05
Brigade Surgeon Course, Jul 02
Army Flight Surgeon Course, Jul 98
Combat Casualty Care Course, Jan 97
Basic and Advanced Medical Officer Professional Training: Apr 91, Jul 93

PROFESSIONAL TRAINING

INTERNSHIP: General Surgery (Orthopedic Categorical), Eisenhower Army Medical Center, Jul 97
RESIDENCY: Orthopedic Surgery, Eisenhower Army Medical Center, Jul 00 – Feb 02
RESIDENCY: Preventive Medicine, Madigan Army Medical Center, Jul 04 – Jun 06
MPH: Occupational and Environmental Medicine, University of Washington, Jul 04 – Jun 06

MEDICAL PRACTICE

In the Army my clinical practice began with a focus on occupational and primary care outpatient medicine, caring for active duty soldiers and their families. I had four years of experience as a General Practitioner/Flight Surgeon before completing my Public Health Residency. I had three years of practice as an Army Public Health Officer, where my focus was population health program development and management. In that role my responsibilities covered the entire military base civilian and military population. While deployed to Iraq, I had similar responsibilities but also had an opportunity to serve as an adviser to the Iraqi Armed Forces and civilian Ministry of Health for the development of their Public and Environmental Health programs. Throughout my 24 years in the Army I have held administrative and leadership positions to include unit command, clinic chief, and hospital department manager. Since leaving the active duty Army I have worked as an Occupational Medicine physician, providing both primary care to injured workers as well as consulting on workplace wellness and environmental health.

PROFESSIONAL HISTORY

Mar 10 – Present Occupational Medicine and Utilization Review physician, Concentra Health
Oct 09 – Feb 10 Occupational Medicine physician, Renown Occupational Health
Nov 07 – Feb 09 deployed as the 4th Infantry Division Preventive Medicine Physician, Baghdad, Iraq

- Jul 07 – Jul 09 Returning to assigned position as Chief of Preventive Medicine
Chief, Department of Preventive Medicine and Occupational Health,
Darnall Army Medical Center, Ft Hood, TX
- Jul 04 – Jun 06 Brigade Surgeon/Flight Surgeon (primary care/occupational medicine),
10th Mountain Division, Ft Drum, NY
- Feb 04 – Jun 04 General Practice/Flight Surgeon clinic physician
Eisenhower Army Medical Center, Augusta, GA
- Aug 97 – Jun 00 Aviation Squadron Flight Surgeon (primary care/occupational medicine physician)
3rd Armored Cavalry Regiment, Ft Carson, CO
- Sept 86 – Jul 93 US Army Aviation Officer with leadership and staff officer positions
Alabama, Texas, Germany, Nevada

LICENSURE/BOARD CERTIFICATION

Current State Licenses:

Colorado # 37384, expires May 2013

Nevada # 13234, expires July 2013

Board Certifications:

ABPM - General Preventive Medicine, expires Jan 2017

ABPM – Occupational Medicine, expires Jan 2020

HONORS AND RECOGNITION

US Army Flight Surgeon of the Year 1999

Distinguished Honor Graduate (Army Flight Surgeon Course), Aug 98

PROFESSIONAL SOCIETIES

Society of US Army Flight Surgeons

American Academy of Physicians and Surgeons

American College of Occupational and Environmental Medicine

Western Occupational and Environmental Medicine Association

Washoe County MRC

PUBLICATIONS/PRESENTATIONS

First Responder Health After the Disaster Response,

Presentation at the Silver State Safety and HAZMAT Conference, November 2009

The Significance of Tuberculosis to the Deployed Soldier

Presentation at the Joint Forces Medical Conference Baghdad, Iraq, May 2008

Hazards to Hearing and Threshold Shifts: the Results of Deployment to a Combat Environment

MPH Thesis, June 2006

Poster Presentation on automated STD reporting system

ACPM Conference, February 2006

Poster presentation on a real-time heat stress website with access to training guidance

Force Health Protection Conference, August 2003

Dr. John Cassani
9715 Passa Tempo Drive
Reno, NV 89511
Washoe County

I am interested in participating in the evaluation of the health needs of this community especially given the extremely difficult economic challenges Northern Nevada currently faces. I have been a citizen in this community for 23 years and want to facilitate current and future residents' ability to have an optimal public health environment. I have an inherent interest in enhancing patient care for our community and in focusing on a truly patient centric model.

There are stark fiscal realities that need to be appropriately evaluated from a clinical and business approach across the myriad of program services and requests. I have extensive business experience having been the managing partner of Eastern Sierra Medical Group, (a primary and urgent care model) for 20 years, Medical Director of Renown Ambulatory Services for the past 3 years, project manager for the development of three large medical professional buildings and numerous other positions requiring an astute knowledge of fiscal and clinical accountability. I have had extensive family, urgent care and emergency medicine medical experience, which supports or parallels public health initiatives. I am still active in both primary care and urgent care settings, allowing me the opportunity to understand the current needs of patients. I have the passion to help people, communities, and organizations as evidenced by my previous and current extensive participation in Northern Nevada.

This combination of my business experience, community involvement and clinical background make me an ideal candidate for this position. I can help the District Board of Health meet the challenges of providing public health services with declining budgets and revenue sources. I am prepared to use these necessary qualities to help the Health Department and communities they serve navigate the difficult fiscal times ahead and I have the time, willingness, enthusiasm, and commitment to volunteer for this very important position.

Main Phone

775-853-8602

Secondary Phone

775-750-8100

Email Address

jjcdomba@yahoo.com

Contact Preference

any

Dr. Cassini
Page Two

Education Background

School Name

University of Nevada

Graduated

yes

Graduation Year

1997

Course Of Study

Business

Degree Earned

M.B.A.

Notes

School Name

Oklahoma State University College of Osteopathic Medicine

Graduated

yes

Graduation Year

1980

Course Of Study

Osteopathic Medicine

Degree Earned

D.O.

Notes

School Name

University of California at Davis

Graduated

yes

Graduation Year

1976

Course Of Study

Physiology

Degree Earned

B.S.

Notes

Professional Background

Employer

Renown Health

From Date

06/01/08

To Date

present

Status

full-time

Dr. Cassini
Page Three

Job Title

Medical Director Ambulatory Services

Duties

Employer

Eastern Sierra Medical Group

From Date

03/18/89

To Date

present

Status

full-time

Job Title

Family Practice Physician/Partner ESMG

Duties

Developed a primary care office that grew to include two urgent cares, one primary care location in South Reno and a satellite rural office in Silver Springs. Also, have provided primary and preventive care since 1989 for the legalized brothels in Lyon County and in the 90's for Storey County

Awards and Honors

Volunteer History

Agency

South Reno Babe Ruth

From Date

07/01/06

To Date

06/30/09

Volunteer Title

Board Member/Manager

Duties

Served as board member for three years in different roles for youth ages 13-15 playing Babe Ruth baseball and managed Babe Ruth teams on the field

Agency

Reno Silver Sox

From Date

07/01/05

To Date

06/30/08

Volunteer Title

Coach/General Manager

Duties

Developed a travel baseball team for Reno's youth ages 11 through 15. Funded and managed a year round travel baseball team which included youth from throughout the Northern Nevada metro area and provided opportunity for these youth to travel and compete in states including California, Nevada, Arizona, and Nebraska

Dr. Cassini

Page Four

Agency

Northern Nevada Medical Center

From Date

07/01/97

To Date

05/31/08

Volunteer Title

Board Member

Duties

Served on NNMC Board for 11 years. Worked with CEO and upper leadership team in developing NNMC into a successful primary care hospital in Sparks, NV. Was integrally involved in the on-boarding of multiple CEO's over this tenure.

Agency

Washoe Little League

From Date

07/01/98

To Date

06/30/06

Volunteer Title

Board Member/Manager/Coach

Duties

Served as board member for four years in different roles for youth ages 5-12 playing Little League baseball and also managed and coached throughout this tenure

Agency

St. Luke's Lutheran Church

From Date

07/01/92

To Date

06/30/02

Volunteer Title

Council Member

Duties

Served various posts on church council including stint as president in 2001-2002

Agency

Board of County Commissioners Emergency Services Task Force

From Date

07/01/10

To Date

present

Volunteer Title

EMS Task Force Committee Member

Dr. Cassini
Page Five

Duties

Represented the Pre Medical Advisory Committee on the EMS Task Force designated by the Board of County Commissioners to develop evaluation and assessment criteria, performance measurements, and benchmarking metrics by which the EMS delivery system should be measured.

Agency

Pre Medical Advisory Committee

From Date

07/01/05

To Date

present

Volunteer Title

PMAC committee member

Duties

Member and Chairperson July 2010 through June 2011 on committee designated to provide oversight to the delivery of emergency medical services in Northern Nevada

Agency

The Colby Foundation

From Date

07/01/97

To Date

present

Volunteer Title

Co-Trustee

Duties

Together with my wife, Starla, developed a 501c3 non for profit charitable trust whose mission is to educate medical students, community service clubs, high schools students, nursing students and others regarding organ and tissue donation and transplantation following the loss of our son in 1993. The Colby Foundation has created endowed lectureship series at six medical schools across the country dedicated to educating medical students about the importance of organ donation.

6/23/11



WASHOE COUNTY HEALTH DISTRICT

EPIDEMIOLOGY AND PUBLIC HEALTH PREPAREDNESS DIVISION



Public Health
Prevent Promote Protect

June 15, 2011

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 2011

Communicable Disease -

The week ending May 21 marked the end of the normal influenza surveillance season. Surveillance will continue on a smaller scale until next fall but weekly reports will not be published. This year's influenza season was, for the most part, unremarkable. The percentage of patients with Influenza-like Illness (ILI) seen by sentinel physicians never really crossed the regional epidemic threshold. The peak occurred during the last week of 2010 and the first two weeks of 2011. The Novel H1N1 strain was still present this season along with other Influenza A strains and a fairly typical late season increase in Influenza B.

Public Health Preparedness – Training and Education

- Staff coordinated three public health emergency preparedness trainings for WCHD employees and community partners on the following topics:
 - Alternate Care Facility Planning and Business Continuity Seminar (4 hour course; 25 attendees)
 - Incident Command System 300 for Public Health Professionals (3 day course; 14 attendees)
 - Homeland Security Exercise and Evaluation Program (HSEEP) Training Course (2 day course; 8 attendees)
- The Public Health Preparedness Program is also coordinating an upcoming Incident Command System (ICS) 400 for Public Health Professionals training:

ICS 400

Dates: July 14th - 15th

Time: 8am – 5pm, both days (lunch on your own)

Location: Regional Public Safety Training Center, 5190 Spectrum Blvd, Reno 89512, Room 102B

Prerequisites: IS 700, IS 100, IS 200, ICS 300

RSVP: by Friday July 8th to Nicole Alberti nalberti@washoecounty.us (space is limited)

Public Information and Community Outreach

- A telephone survey of 384 randomly-selected Washoe County residents has just concluded. In addition, 2 out of 3 focus groups have taken place, with the 3rd one to be completed soon. The purpose of conducting the survey and focus groups is to increase staff understanding of resident perceptions, behaviors and preferences related to public health emergency preparedness. Using this information, PHP staff can identify the best ways of providing outreach to the community. This analysis will be incorporated into a community preparedness profile and outreach plan as part of 2011-2012 CDC grant activities.

Press Releases were written on the following topics/events:

ASPR-Hospital Information

PHP Staff submitted the ASPR grant application for the 2011-2012 project period. WCHD sustained a 10% budget cut from the federal level.

CDC- Public Health Preparedness/Exercises/Drills

PHP Staff submitted the CDC grant application for the 2011-2012 project period. WCHD sustained a 30% budget cut from the Nevada State Health Division. Funding was reduced 12.5% to Nevada by the CDC.

PHP staff participated in Bio Hazard Detection System (BDS) table top exercise held on June 9, 2011 at the Reno USPS Plant, located at 2000 E Vassar Street, Reno. This system was put into place after the 2001 U.S. anthrax attacks, and its purpose is to detect anthrax, provide an alarm, notifying postal workers of the potential threat. WCHD is integral in this planning and maintains the medical cache to provide antibiotics to treat local postal workers who are potentially exposed to the anthrax.

Medical Reserve Corps

Education:

Advanced Cardiac Life Support Recertification Class – Seven MRC members attended a one-day recertification class on Advanced Cardiac Life Support (ACLS). This recertification is good for one year. The training provides these MRC members the ability to effectively respond to a variety of cardiac-related conditions that may occur in members of the general population during an emergency or disaster situation. The class was instructed by REMSA at their facilities and provided Continuing Education Units for our nurses.

Disaster Shelter Operations – Ten MRC volunteers are enrolled in the series of five classes offered by the American Red Cross on the management and operations of General Population Shelters and

Functional Needs Support Services Shelters. This includes five RNs, one medical assistant, one UNR student earning a master's in public health, and two retirees. The series of classes, which began on June 7 and ends in July, provides a total of 13 hours of instruction and seven hours of shelter simulation. Upon completion, these volunteers will be capable of integrating seamlessly with Red Cross volunteers to support shelter operations in an emergency.

American Red Cross Pet CPR Class - Emergency situations affect both two and four-legged family members. In the event our MRC volunteers are deployed to respond to an emergency or provide assistance at a Red Cross Shelter, it is important they learn how to respond when the unexpected occurs. Therefore, the MRC is offering a class on Pet First Aid and CPR on June 29. Twenty-five volunteers have enrolled and the class is at maximum capacity.

Drills and Preparedness:

"Broken Wing" Exercise – The MRC Unit Leader shadowed the CERT unit leader during the Reno-Tahoe International Airport's triennial exercise, "Broken Wing." Observing and photographing events as they unfolded. This opportunity provided a rare insight into large-scale disasters and rescue efforts, as well as Emergency Room response and capabilities. A CD of 80+ photographs was produced and disseminated to numerous agencies participating in this event, including the airport, REOC, School District, Red Cross, Renown, and REMSA.

Outreach:

MRC Recruiting Efforts at High Sierra Kite Festival – Nine of our MRC members participated in this year's High Sierra Kite Festival, providing recruitment information and disseminating "Disaster Preparedness" buckets to the public attending this event. The volunteers logged more than 20 hours valued at \$424.76 of in-kind donation of services to the MRC this month.

Medical Examiner's Office – The MRC Unit Coordinator met with the Medical Examiner to discuss plans for MRC support of the ME's office during a mass fatality event. The ME would like to pursue this partnership and train interested MRC members to perform volunteer tasks to support their department during a disaster, large-scale emergency or related crisis.

Volunteer Companion Program – The MRC is in discussions with the Public Guardian's office regarding the Volunteer Companion Program, which would pair MRC volunteers who have medical and/or mental health skills with participating wards from the Public Guardian's office. This program provides opportunities for the wards to build rapport and become familiar with their assigned MRC volunteer. According to the CDC, many of the people who are in the care of the Public Guardian's office are likely to fall into the category of "at risk" populations. One major goal of the MRC is addressing the needs of "at risk" populations. By pairing MRC volunteers with individuals in this "at-risk" group we can provide a much-needed community service. In the event of a disaster or major emergency, our volunteers can work with first responders and other agencies to help mitigate risks to this population because we will have established rapport with each client.



Randall L. Todd, DrPH, Epidemiology and Public Health Preparedness Director



Washoe County Health District



Public Health
Prevent Promote Protect

June 10, 2011

TO: District Board of Health

FROM: Jennifer M. Hadayia, MPA, Public Health Program Manager
On behalf of Mary-Ann Brown, RN, MSN, Division Director
 Community and Clinical Health Services

[Handwritten signature]
for MAB

SUBJECT: Report for June 2011 District Board of Health Meeting

1. Community Impact of 2011 Bike to Work/School Week (May 14 - 20, 2011)
2. Washoe County ACHIEVE Initiative: Draft Healthy Food Plan
3. HIV Prevention "Stand Up, Get Tested" Advertising Campaign

1. Community Impact of 2011 Bike to Work/School Week (May 14 - 20, 2011)

Bike to Work Day is a national commemoration to help reduce sedentary lifestyles, encourage routine physical activity, and reduce the negative environmental impacts of daily car commutes. In Washoe County, the 2011 event was expanded to a full week and, for the second year, included a bike to school component. It was a collaborative effort between the CCHS Chronic Disease Prevention Program, Air Quality Management, the Truckee Meadows Bicycle Alliance, Safe Kids Washoe County, and numerous other community partners and local businesses. Outcomes of the 2011 event have been calculated and are as follows:

- 860 individuals commuted to work by bicycle at least once during the week; and
- 38 students from 20 elementary, middle, and high schools also participated.

As a result:

- An estimated 193,500 calories or 35 lbs of fat were burned that week;
- \$2,716 was saved through lower commute costs; and
- 200 lbs of carbon monoxide and 8,095 lbs of carbon dioxide emissions were eliminated.

The 2011 Bike to Work/School Week exemplifies inter-Divisional Health District collaboration with community partners to promote a multi-faceted public health message. Data is currently being collected on the percentage of participants who have or will continue to bicycle as a commute alternative.

2. Washoe County ACHIEVE Initiative: Draft Healthy Food Plan

Objective 1.1 of the Washoe County ACHIEVE Initiative Community Action Plan (CAP) for 2010 – 2012 is to develop the first-ever Washoe County Healthy Food Plan, which will outline strategies for ensuring all residents have access to affordable high-quality food. The need for such a plan was uncovered through the project's CHANGE tool policy needs assessment process conducted in 2010. The assessment found that, while many supportive policies are in place in Washoe County to prevent chronic disease, those that support access to healthy food and healthy nutrition are missing, and the ACHIEVE Healthy Food Plan seeks to fill this gap. A first draft of the document was completed in May 2011, and public input is now being gathered using an online survey: <http://www.surveymonkey.com/s/ZY6CD95>.

The draft Healthy Food Plan was developed by an ACHIEVE sub workgroup using sample food plans, systems, and models from other cities and states, including other ACHIEVE communities. The workgroup included representatives from the Health District, Washoe County Community Development, Cooperative Extension, Food Bank of Northern Nevada, Local Food Network, Nevada Health Care Coalition, and UNR Community Health Sciences and Department of Nutrition. The draft was also reviewed by representatives of local food production, distribution, and preparation. When finalized, the plan will be presented to the Board for their review and approval.

3. HIV Prevention "Stand Up, Get Tested" Advertising Campaign

The Sexual Health Program coordinates an annual public awareness campaign to encourage members of high-risk populations to seek HIV and STD testing and treatment. Beginning in 2010, in response to disproportionately high rates of HIV and STDs in this community, African-American youth were selected as the target audience for program efforts. Health District staff and student interns conducted focus groups with members of the target population to develop culturally-competent messages and images and then worked with local graphic artists to prepare campaign products. All advertisements feature members of the local African-American community and have been approved by the Health Officer per internal protocols.

Phase 1 (2010)



STEP UP. GET TESTED.

**1 IN 2 SEXUALLY ACTIVE PEOPLE
WILL GET AN STD BY AGE 25
AND MOST WON'T KNOW IT
DO YOUR PART GET TESTED!**

**FOR MORE INFORMATION ON HIV AND STD TESTING,
CALL (775) 328-2671**

Washoe County
Health District

STEP UP. GET TESTED.

**MANY STDs DON'T HAVE
SIGNS OR SYMPTOMS
THAT'S WHY I GOT AN STD TEST
GOT YOURS?**

FOR MORE INFORMATION
ON HIV AND STD TESTING **CALL (775) 328-2671**



STEP UP. GET TESTED.

**1 IN 16 BLACK MEN IN THE US
WILL BE DIAGNOSED WITH HIV
TAKE CHARGE
PROTECT YOURSELF**

FOR MORE INFORMATION ON HIV AND STD TESTING.
CALL (775) 328-2671



STEP UP. GET TESTED.

**TALK TO YOUR KIDS
ABOUT GETTING TESTED
1 IN 4 PEOPLE WHO ARE HIV
POSITIVE DON'T KNOW IT**

FOR MORE INFORMATION
ON HIV AND STD TESTING **CALL (775) 328-2671**





Washoe County Health District

ENVIRONMENTAL HEALTH SERVICES DIVISION

DATE: June 14, 2011
TO: District Board of Health Members
FROM: Robert O. Sack, Division Director of EHS
SUBJECT: Division Director's Report – Environmental Health Services
AGENDA ITEM NO. 19.C.

Collaboration with other Agencies

Participation to improve our emergency response and management skills:

- EHS staff participated in the planning of an Emergency Action Plan – Tabletop Flood Exercise on Lake Tahoe/Prosser Creek/Stampede/Boca Reservoirs. The primary exercise scenario was a simulated significant Truckee River flood. EHS staff also participated in the actual event on June 22 at the Washoe County Regional Emergency Operations Center (REOC) from 8am-noon. The event included Federal, Tribal, State, County, City and private agencies.
- EHS staff is currently working with the enforcement/investigative staff from Nevada DMV to address problems related to illegal auto dismantlers and scrappers. The agencies are collaborating to streamline enforcement activities.
- EHS staff participated in the U.S. Postal Service's Anthrax Tabletop on Thursday, June 9 at the main post office on Vasser. U.S. Postal agents from Arizona set up this mock Anthrax exercise to confirm their plans are up to date. EHS staff is also working with the Arizona agency in planning a full blown exercise in 2012.
- EHS staff gave a presentation at the School of Community Health Sciences at UNR on Thursday, June 15. The presentation was given to the CHS 101 'Introduction to Community Health Sciences' class to assist in the education process and bring awareness to the students on Public Health issues and careers.

Vector

The Vector program's second aerial mosquito abatement application was on Thursday, June 9. No aerial flight applications have been scheduled yet for fiscal year 2012.

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Special Events

EHS processed 1,015 Special Event applications as of June 9, 2011 for calendar year 2011.

Safe Drinking Water Act Program

May bacterial sampling of all 95 public water systems resulted in one total coliform detection (Bower's Mansion County Park) out of 350 routine samples. All repeat samples were coliform bacteria absent. Washoe County Health District staff completed both compliance monitoring and consumer confidence report oversight for the first time this spring under the Safe Drinking Water Act (SDWA) contract with the Nevada Division of Environmental Protection (NDEP). These tasks were previously done by NDEP personnel.



Robert O. Sack
Division Director
Environmental Health Services Division

ROS:pv

6/23/11

WASHOE COUNTY HEALTH DISTRICT
AIR QUALITY MANAGEMENT DIVISION



Public Health
Prevent. Promote. Protect.

Date: June 13, 2010
To: District Board of Health
From: Kevin Dick, Director, Air Quality Management
Re: Monthly Report for Air Quality Management
Agenda Item: 19.D.

The enclosed Air Quality Management Division Report is for the month of May, 2011 and includes the following sections:

Air Quality
Monitoring Activity
Planning Activity
Permitting Activity
Compliance/Inspection Activity
Enforcement Activity



Director's Report

May 2011

The Air Quality Management Division (AQM) produced two annual reports in May, the Air Quality Trends Report 2010 (briefing provided at May DBOH meeting), and the 2011 Ambient Air Monitoring Network Plan. Both reports are available at: <http://www.washoecounty.us/health/aqm/home.html>.

District Board of Health Regulations to implement EPA's "Tailoring Rule" to address permitting of Greenhouse Gas (GHG) emissions were drafted, noticed to the public, and will be presented for adoption during the June DBOH meeting. No sources currently regulated by AQM exceed the emissions thresholds required for GHG permits. The proposed regulations will provide AQM the ability to implement the federal requirements if sources subject to the permit requirements seek to locate in Washoe County. I provided the Board with a briefing paper on EPA's GHG regulation through the "Tailoring Rule" during the October Strategic Planning Meeting.

EPA released draft guidance on High Wind Exceptional Events for review by Air Quality Agencies. Exceptional Events are those that result in exceedances of National Ambient Air Quality Standards (NAAQS) that are due to natural events (high winds, wildfires, etc.) or which are human caused but unlikely to recur (structural fires, building implosions, etc.). The Clean Air Act allows for data impacted by these events to be removed from the data sets used to determine attainment with the NAAQS. The documentation requirements for exceptional event petitions to EPA are extremely burdensome and EPA has received hundreds of such petitions that they do not have the resources to act upon. The new guidance was an attempt by the Agency to make the petition and concurrence process less burdensome.

I had the opportunity to attend the Spring Meeting of the National Association of Clean Air Agencies (NACAA) which was held in Chicago, May 23-25. The meeting provided an opportunity to become acquainted with Air Program Directors from across the country. EPA provided updates on national program activities that are occurring at a rapid pace. They remain on track for revision of the Ozone NAAQS before the end of July, and to propose revisions of the PM_{2.5} NAAQS shortly after that. They are developing a significant number of new regulations addressing GHGs and toxic pollutant emissions from specific source categories that they will be proposing or finalizing in the Federal Register on a fairly continuous basis over the next several years.

Kevin Dick, Director

AIR QUALITY COMPARISON FOR MAY

Air Quality Index Range	# OF DAYS MAY 2011	# OF DAYS MAY 2010
GOOD 0 to 50	25	29
MODERATE 51 to 100	6	2
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

HIGHEST AQI NUMBER BY POLLUTANT

Air Quality

POLLUTANT	MAY 2011	YTD for 2011	MAY 2010	Highest for 2010
CARBON MONOXIDE (CO)	7	39	9	31
OZONE 8 hour (O3)	64	67	58	104
PARTICULATES (PM _{2.5})	23	102	32	112
PARTICULATES (PM ₁₀)	19	69	48	83

For the month of May, there were no exceedances of Carbon Monoxide, Particulate Matter or 8-Hour Ozone standards at any of the monitoring stations. The highest Air Quality Index (AQI) value reported for the month of May was sixty-four (64) for 8-hour Ozone. There were twenty-five (25) days in the month of May where the Air Quality was in the good range and six (6) days the Air Quality was in the moderate range.

Duane Sikorski, Air Quality Supervisor

Monitoring Activity

Daily monitoring operational, quality assurance and data submission activities continued throughout the month. The section is in the process of upgrading the monitoring network's manual filter-based particulate matter network with more efficient beta attenuation method continuous samplers (BAM) providing for real-time particulate matter data. That being said, the extremely old BAM located at the Sparks site failed on February 15th and with no spare parts available, a new BAM has been ordered and now received. Installation is scheduled for sometime in June.

Duane Sikorski, Air Quality Supervisor

Planning Activity

The Planning Section presented the 2001–2010 Air Quality Trends Report at your May DBOH meeting.

Staff continued to review those legislative bills that have the potential for impact to Washoe County and state-wide air quality programs.

Additionally, the Section has been working along with EPA Region 9, Clark County and NDEP exploring ways to streamline future Nevada State Implementation Plan (SIP) submittals.

Duane Sikorski, Air Quality Supervisor

Permitting Activity

TYPE OF PERMIT	2011		2010	
	May	YTD	May	ANNUAL TOTAL
Renewal of Existing Air Permits	154	597	152	1296
New Authorities to Construct	15	43	10	40
Dust Control Permits	10 (45 acres)	34 (223 acres)	8 (1132 acres)	127 (2814 acres)
Wood Stove Certificates	20	91	21	254
WS Dealers Affidavit of Sale	6 (3 replacements)	54 (32 replacements)	1 (0 replacements)	82 (46 replacements)
WS Notice of Exemptions	899 (3 stoves removed)	2049 (13 stoves removed)	657 (4 stoves removed)	5767 (41 stoves removed)
Asbestos Assessments and Asbestos Removal Notifications (NESHAP)	77	382	103	1027

Compliance &
Inspection Activity

Staff reviewed fifteen (15) sets of plans submitted to the Reno, Sparks or Washoe County Building Departments to assure the activities complied with Air Quality requirements.

Staff conducted sixty-nine (69) stationary source renewal inspections and fifty-seven (57) gas station inspections in May. Staff also conducted inspections on asbestos removal and construction/dust projects.

Permitting & Enforcement Activity

Staff continues to be busy with permitting and inspection duties. On a "typical" month, each Air Quality Specialist inspects a minimum of 15 stationary sources and a minimum of 10 gas stations every other month. In addition, each Specialist inspects around 10-12 asbestos demolition/renovation projects as well as 8-10 dust permit sites. As a result, the permit engineers process over 100 inspections each month for permit renewal purposes. AQM has now received more new stationary source permit applications (43 through May) than were received during 2010 (40).

Staff also continues to spend a good deal of time with stationary source education efforts as part of the inspection process. A good understanding of the air quality regulations is essential for compliance with both the local and federal regulations.

Speaking of our permit engineers, a long time employee Chris Ralph, will be retiring on June 30. Chris is one of the two environmental engineers that conduct permitting activities for AQM. I have known Chris since 1983, and wish him the best in his future travels and gold mining activities.

Noel Bonderson, Air Quality Supervisor

Enforcement Activity

COMPLAINTS	2011*		2010		
	May	YTD	May	YTD	Annual Total
Asbestos	2	9	3	12	22
Burning	0	1	0	4	6
Construction Dust	5	18	2	22	52
Dust Control Permit	3	7	0	2	0
Diesel Idling	0	1	0	0	5
Odor	2	5	1	3	22
Spray Painting	1	3	2	6	10
Permit to Operate	8	10	0	5	14
Woodstove	0	2	0	2	0
TOTAL	21	56	8	56	131
NOV'S	May	YTD	May	YTD	Annual Total
Warnings	4	5	0	4	7
Citations	1	4	0	5	12
TOTAL	5	9	0	9	19

* Discrepancies in totals between Monthly Reports can occur because of data entry delays.

Notices of Violation (NOVs):

There were five (5) Notice of Violations (NOV's) issued in May 2011. There were four (4) NOV Warnings, two (2) for Operating without a Permit and two (2) for Permit Violations. There was one (1) NOV Citation for Operating without a Permit.



Washoe County Health District



Public Health
Prevent Promote Protect

June 13, 2011

TO: Members District Board of Health

FROM: Eileen Coulombe

SUBJECT: Report for May 2011 Administrative Health Services Division

Health District Emergency Medical Services (EMS) Program Activities:

The Reno Tahoe Airport Authority (RTAA) was the lead agency for a community-wide full scale disaster exercise on May 25, 2011. As included in the May EMS Program update, this triennial exercise included participation from the Health District, REMSA, the Washoe County Medical Examiner's Office, Law Enforcement, Fire Agencies, the Nevada National Guard, local hospitals, United Airlines, CERT, and the American Red Cross.

After the exercise, each agency conducted their own after action review ("hot wash") to collect lessons learned from the exercise. A representative from each agency then participated in the overall exercise "hot wash." Some of the lessons learned included:

- Opportunities for improvement in communications between the scene and the Emergency Operations Center (future events will utilize video feeds of the actual scene).
- The need to have more scribes available to capture information.
- Ways to decrease the artificiality of transport in future exercises to allow the hospitals to play in "real time."
- Changes for the Family Assistance Center (FAC) set-up and communications plan. This was the first time the new location at the Hyatt was utilized for the FAC and a lot of valuable knowledge was gained.

The EMS Coordinator also participated in two tabletop exercises since the last DBOH meeting with one additional exercise scheduled in June:

- Reno Air Race Association Tabletop Exercise – June 2, 2011.
- United States Post Office Biohazard Detection System Facility Tour and Tabletop Exercise – June 9, 2011.
- Bureau of Reclamation Tahoe/Prosser Creek/Stampede/Boca Emergency Action Plan Tabletop Exercise - June 22, 2011.

Each of these exercises provides the opportunity for organizations involved in emergency response to train together as a multi-faceted team and the experience gained is invaluable if a true emergency occurs.

DBOH AGENDA ITEM # 19.E.

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Technology Services Activities:

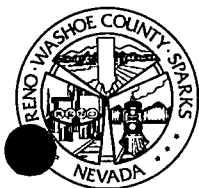
Below are highlights of a few of the projects that the AHS Department Computer Application Specialist (DCAS) Team has been working on in Fiscal Year 11.

- o Agenda.NET - began work with Technology Services to have Washoe County District Board of Health agendas and minutes in the Agenda.NET agenda management software. Go-Live is anticipated sometime in Fiscal Year 12.
- o WebIZ/HL7 – began work with the Nevada State Health Division to share data back and forth between WebIZ (State's Immunization Registry system) and Insight (Washoe County Health District's Clinical Management Software).
- o Online Appointments – began working with Patrick Crofoot of Technology Services on implementing an online appointment booking website for PODs, immunizations, and other clinics.
- o Evaluate a Global Crossing phone/web conference solution – w Health - Division Directorsorked with Technology Services to evaluate a potential new provider of phone and web conferencing.

I will be happy to any questions of the Board during the meeting or you may contact me at 328-2417. Thank you.


Administrative Health Services Officer

6/23/11



Washoe County Health District



Public Health
Prevent. Promote. Protect.

June 13, 2011

TO: District Board of Health Members

FROM: Joseph P. Iser, MD, DrPH, MSc
District Health Officer

SUBJECT: June District Health Officer Report

I reported to duty June 6, 2011.

2010-2011 Legislative Sessions

- The legislative session ended just before 1am on June 7, 2011.
- Bob Sack was at the legislature most of the day on June 6 and testified against the weakening of Nevada Clean Indoor Air Act (AB 571). Despite his efforts, the bill passed. I have called the Governor's office several times to speak with him or others to urge the Governor to veto this bill.
- DBOH Bill tracking reports continue to be presented at each Board meeting. As requested the City of Sparks receives the WCHD Bill Tracking Reports after DBOH approval. This is the final update for the 2011 Legislative session.

Human Resources

- The Interim Health Officer evaluated all staff who report to the Health Officer prior to my coming to Washoe County. I have asked all Division Directors to bring their evaluations up to date by the end of July.
- There was an angry member of the public who caused our front office staff and manager concern. We worked with HR to develop a flyer, which was distributed widely within the District particularly to front office staff with directions to call 911 if the person reappears.

Communication

- I have met with all Division Directors more than once and have attended some staff meetings, particularly during site visits (TB, HIV).
- I attended a Washoe County Department Heads meeting.
- We continue walking rounds, informal meetings, and other events.

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DBOH AGENDA ITEM # 19.F.

Washoe County & Community Activities

- The Interim Health Officer attended and participated in various community events, including committees and work groups. I have not yet done so, except for the county department heads meeting and an OEC meeting.

District Board of Health Information and Resources

1. Management Partners Inc. Washoe County Fundamental Services Review Meeting Information for County Management and Staff Members (June 9, 2011—PowerPoint attached).
2. Save the date: On Thursday September, 8th 2011 the 3rd Annual Washoe County Obesity Forum will be held at the Joe Crowley Student Union at the University of Nevada, Reno.



Joseph P. Iser, MD, DrPH, MSc
District Health Officer
Washoe County Health District

Fundamental Services Review
Washoe County, Nevada
Progress Discussion

June 9, 2011



Fundamental Services Review
(FSR)

- Twin goals of the Fundamental Service Review:
 - Identify opportunities to increase efficiency / reduce costs to balance budget in short-term
 - Position the County for a financially sustainable future



Management Partners' Tasks

- Initial review to understand what is
- Conduct organizational and program analysis to clarify core services and accountability
- Apply best practice knowledge
- Engage stakeholders
- Report recommendations for action



Methodology and Results

- Learn background, actions to date
- Conduct review of organization – services and activities
- Solicit employee input
- Carefully examine financials – done in concert with organization evaluation
- Collaborate throughout – draw on knowledge of staff, consult with policy-makers (OEC and Commission)
- Report results – clearly and with Action Plan

> MANAGEMENT PARTNERS

Work Progress

- Conducted surveys with OEC members and County staff members
- Conducted one-on-one and group interviews with County leadership and department management
- Reviewed County budgets and financial reports
- Reviewed County operational results
- Engaged variety of stakeholder groups for input

> MANAGEMENT PARTNERS

Current Activities

- Reviewing budget changes and service adjustments in recent times
- Examining completed studies and analyses of individual services
- Systematically analyzing County programs
- Reviewing organizational structure that supports County programs

> MANAGEMENT PARTNERS

Opportunity Areas

- Organizational changes
- Staff resource use
- Process / workflow changes
- External service sharing or consolidation
- Alternative service delivery
- Other changes

Ideas that follow are under consideration but have not been fully analyzed.

Organizational Changes

- Combine Agencies
 - Human Services – Social Services, Senior Services, Public Guardian, Health
 - Municipal Services – Public Works, Regional Parks, Water Resources, Building Services, Community Development, Environmental Health
 - Administrative Services – Finance, Human Resources, Technology Services
 - Courts – Municipal Courts and Justice Courts

Organizational Changes

- Consolidate functional areas
 - Public Libraries – Consolidate branches, neighborhood services
 - Information Technology – Concentrate resources
 - Human Resources – Concentrate resources

Staff Resource Use

- Minimize number of management and supervisory positions
- Simplify the job classification structure
- Eliminate constraints on the deployment of staff resources
 - Labor agreements
 - Personnel policies (including classifications)
 - State Statutes

Process / Workflow Changes

- Implement a case management approach in the criminal justice system
- Implement administrative processing in lieu of judicial proceedings throughout enterprise
- Simplify purchasing processes such as requisitions
- Automate the Board agenda process
- Coordinate print and copy management

External Service Sharing and Consolidation

- Share IT, purchasing and Human Resource services with other governments
- Share capital improvement management, fleet management and facilities management with other governments
- Complete consolidation of water resources
- Create new regional fire services agency

Alternative Service Delivery

- Sell excess County jail space to other governments
- Outsource water services management and operations
- Sell excess capital assets including facilities
- Reduce number of other assets such as cars, light trucks and heavy equipment owned by the County

Other Changes

- Update user fees:
Where costs attributable to specific users and there is no other significant county-wide benefit from the service, costs should be fully recovered, including both direct and indirect costs.
- Implement market-based entry level salaries
- Reduce Workers Compensation Costs

Next Steps

- Consider feedback from OEC
- Consider feedback developed through dedicated e-mail address and surveys
- Continue information gathering and analysis
- Complete development of issue areas
- Develop recommendations for presentation and review with OEC at June 22 Workshop

Comments and Discussion

Jerry Newfarmer, President & CEO
Mark Olson, Project Manager

> MANAGEMENT PARTNERS

10

**In This Issue:**

- ◆ CDC Health Advisory: Notice to Healthcare Providers – Shiga Toxin-producing *E. coli* O104 (STEC O104:H4) Infections in U.S. Travelers Returning from Germany

June 6, 2011

Vol. 31, No. 12

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 WASHOE COUNTY HEALTH DISTRICT • P.O. BOX 11130 • RENO, NEVADA • 89520-0027 • (775) 328-2447

**This is an official
CDC Health Advisory**

**Notice to Health Care Providers – Shiga Toxin-producing
E. coli O104 (STEC O104:H4) Infections
in U.S. Travelers Returning from Germany**

CDC is monitoring a large outbreak of Shiga toxin-producing *Escherichia coli* O104:H4 (STEC O104:H4) infections ongoing in Germany. The responsible strain shares virulence characteristics with enteroaggregative *E. coli* (EAEC). As of May 31, 2011, the Robert Koch Institute (RKI) reported 470 patients with hemolytic uremic syndrome, or HUS (a severe condition associated with STEC infection that can lead to kidney failure), and nine deaths. The strain of STEC that is causing this illness, STEC O104:H4 is very rare. The illness that it causes is similar to that caused by *E. coli* O157:H7 or STEC O157:H7, which is also a Shiga toxin-producing *E. coli*. (A note from Washoe County Health District: As of June 2, 2011, case counts include 520 patients with HUS and 11 deaths.)

CDC is not aware of any cases of STEC O104:H4 infection ever being previously reported in the United States. However, as of May 31, 2011, three cases of HUS in the United States have been reported in persons who recently traveled to Hamburg, Germany. CDC is working with state health departments to learn more about these suspected cases and obtain bacterial isolates for further characterization.

CDC has recommended that any person who has recently traveled to Germany and has signs or symptoms of STEC infection, or HUS, should seek medical care and let the medical provider know about the outbreak of STEC infections in Germany and the importance of being tested for STEC infection.

Symptoms of STEC infection include severe stomach cramps, diarrhea (which is often bloody) and vomiting. If there is fever, it usually is not very high. Most people get better within 5–7 days, but some patients go on to develop HUS, usually about a week after the diarrhea starts. The classic triad of findings in HUS is acute renal damage, microangiopathic hemolytic anemia (evidence of schistocytes and helmet cells on peripheral blood smear), and thrombocytopenia.

It is not recommended to give antibiotics to patients with suspected STEC infections until complete diagnostic testing can be performed and STEC infection is ruled out. Some studies have shown that administering antibiotics in patients with STEC infections might increase their risk of developing HUS. However, clinical decision making must be tailored to each individual patient. There may be indications for antibiotics in patients with severe intestinal inflammation if perforation is of concern. Of note, isolates of STEC O104:H4 from patients in Germany have demonstrated resistance to multiple antibiotics.

Guidelines to ensure as complete as possible detection and characterization of STEC infections include the following:

- ◆ All stools submitted for testing from patients with acute community-acquired diarrhea should be cultured for STEC O157:H7. These stools should be simultaneously assayed for non-O157 STEC with a test that detects the Shiga toxins or the genes encoding these toxins.
- ◆ Clinical laboratories should report and send *E. coli* O157:H7 isolates and Shiga toxin-positive samples to state or local public health laboratories as soon as possible for additional characterization.
- ◆ Specimens or enrichment broths in which Shiga toxin or STEC are detected, but from which O157:H7 STEC isolates are not recovered, should be forwarded as soon as possible to a state or local public health laboratory so that non-O157:H7 STEC can be isolated.
- ◆ It is often difficult to isolate STEC in stool by the time a patient presents with HUS.
- ◆ Immunomagnetic separation (IMS) has been shown to increase recovery of STEC from HUS patients. For any patient with HUS without a culture-confirmed STEC infection, stool can be sent to a public health laboratory that performs IMS or to the CDC (through a state public health laboratory). In addition, serum can be sent to CDC (through a state public health laboratory) for serologic testing of common STEC serogroups.

The benefits of adhering to the recommended testing strategy include early diagnosis, improved patient outcome, and detection of all STEC serotypes.

All patients with Shiga toxin-positive diarrheal illness or HUS should be reported to health departments, regardless of a travel history to Germany.

For more information:

http://www.rki.de/EN/Home/homepage__node.html

http://www.rki.de/ckn_109/nn_217400/EN/Home/EHEC__O104__H4,templateId=raw,property=publicationFile.pdf/EHEC_O104_H4.pdf

Categories of Health Alert messages:

Health Alert conveys the highest level of importance; warrants immediate action or attention.

Health Advisory provides important information for a specific incident or situation; may not require immediate action.

Health Update provides updated information regarding an incident or situation; unlikely to require immediate action.

HAN InfoService provides general public health information; unlikely to require immediate action.

**In This Issue:**

- ◆ CDC Health Advisory: High Number of Reported Measles Cases in the U.S. in 2011 – Linked to Outbreaks Abroad

June 23, 2011**Vol. 31, No. 13**

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**This is an official
CDC Health Advisory**

**High Number of Reported Measles Cases in the U.S. in 2011 --
Linked to Outbreaks Abroad**

Summary and Background

The United States is experiencing a high number of reported measles cases in 2011, many of which were acquired during international travel. From January 1 through June 17 of this year, 156 confirmed cases of measles were reported to CDC. This is the highest reported number since 1996. Most cases (136) were associated with importations from measles-endemic countries or countries where large outbreaks are occurring. The imported cases involved unvaccinated U.S. residents who recently traveled abroad, unvaccinated visitors to the United States, and people linked to these imported cases. To date, 12 outbreaks (3 or more linked cases) have occurred, accounting for 47% of the 156 cases. Of the total case-patients, 133 (85%) were unvaccinated or had undocumented vaccination status. Of the 139 case-patients who were U.S. residents, 86 (62%) were unvaccinated, 30 (22%) had undocumented vaccination status, 11 (8%) had received 1 dose of measles-mumps-rubella (MMR) vaccine, 11 (8%) had received 2 doses, and 1 (1%) had received 3 (documented) doses.

Measles was declared eliminated in the United States in 2000 due to our high 2-dose measles vaccine coverage, but it is still endemic or large outbreaks are occurring in countries in Europe (including France, the United Kingdom, Spain, and Switzerland), Africa, and Asia (including India). The increase in measles cases and outbreaks in the United States this year underscores the ongoing risk of importations, the need for high measles vaccine coverage, and the importance of prompt and appropriate public health response to measles cases and outbreaks.

Measles is a highly contagious, acute viral illness that is transmitted by contact with an infected person through coughing and sneezing. After an infected person leaves a location, the virus remains contagious for up to 2 hours on surfaces and in the air. Measles can cause severe health complications, including pneumonia, encephalitis, and death.

Recommendations for Health Care Providers

- ◆ Ensure all patients are up to date on MMR vaccine* and other vaccines.
- ◆ For those who travel abroad, CDC recommends that all U.S. residents older than 6 months be protected from measles and receive MMR vaccine, if needed, prior to departure.
 - Infants 6 through 11 months old should receive 1 dose of MMR vaccine before departure.[†]
 - Children 12 months of age or older should have documentation of 2 doses of MMR vaccine (separated by at least 28 days).
 - Teenagers and adults without evidence of measles immunity** should have documentation of 2 appropriately spaced doses of MMR vaccine.
- ◆ Consider measles as a diagnosis in anyone with a febrile rash illness lasting 3 days or more, a temperature of 101°F (38.3°C) or higher, and clinically compatible symptoms (cough, coryza, and/or conjunctivitis) who has recently traveled abroad or who has had contact with someone

with a febrile rash illness. Immunocompromised patients may not exhibit rash or may exhibit an atypical rash. The incubation period for measles from exposure to fever is usually about 10 days (range, 7 to 12 days) and from exposure to rash onset is usually 14 days (range, 7 to 21 days).

- ◆ Isolate suspect measles case-patients and immediately report cases to local health departments to ensure a prompt public health response.
- ◆ Obtain specimens for testing, including viral specimens for confirmation and genotyping.

* Children 1 through 12 years of age may receive MMRV vaccine for protection against measles, mumps, rubella, and varicella; however, MMRV vaccine is currently unavailable.

† Infants who receive a dose of MMR vaccine before their first birthday should receive 2 more doses of MMR vaccine, the first of which should be administered when the child is 12 through 15 months of age and the second at least 28 days later.

** One of the following is considered evidence of measles immunity for international travelers: 1) birth before 1957, 2) documented administration of 2 doses of live measles virus vaccine (MMR, MMRV, or measles vaccines), 3) laboratory (serologic) proof of immunity, or 4) documentation of physician-diagnosed measles.

For more information:

- ◆ CDC. Measles among Unvaccinated U.S. Residents Aged 6–23 Months Who Have Traveled Outside the United States, 2001–2011. MMWR. 2011;60:397–400.
(<http://www.cdc.gov/mmwr/preview/mmwrhtml/mm6013a1.htm>)
- ◆ CDC. Measles—United States, January–May 20, 2011. MMWR. 2011;60:666–8.
(http://www.cdc.gov/mmwr/preview/mmwrhtml/mm6020a7.htm?s_cid=mm6020a7_w)
- ◆ CDC. Notes from the Field: Measles Outbreak—Hennepin County, Minnesota, February–March 2011. MMWR. 2011;60:421.
(http://www.cdc.gov/mmwr/preview/mmwrhtml/mm6013a6.htm?s_cid=mm6013a6_w)
- ◆ CDC's Measles (Rubeola) website (<http://www.cdc.gov/measles/index.html>)
- ◆ CDC's Measles Vaccination website (<http://www.cdc.gov/measles/vaccination.html>)
- ◆ CDC's Travelers' Health: In the News, 2011 Measles Update (<http://wwwnc.cdc.gov/travel/notices/in-the-news/measles.htm>)
- ◆ Medscape Today: CDC Expert Commentary: Measles: What You Might Not Know Recognizing, diagnosing, and preventing measles (running time: 5:20 mins)
(<http://www.medscape.com/viewarticle/741206>) (Must sign up as a member to view.)

The Centers for Disease Control and Prevention (CDC) protects people's health and safety by preventing and controlling diseases and injuries; enhances health decisions by providing credible information on critical health issues; and promotes healthy living through strong partnerships with local, national and international organizations.

Categories of Health Alert messages:

Health Alert conveys the highest level of importance; warrants immediate action or attention.
Health Advisory provides important information for a specific incident or situation; may not require immediate action.
Health Update provides updated information regarding an incident or situation; unlikely to require immediate action.
HAN InfoService provides general public health information; unlikely to require immediate action.



In This Issue:

- ◆ Hepatitis Surveillance and Hepatitis Screening Recommendations

May 27, 2011

Vol. 31, No. 11

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Hepatitis Surveillance and Hepatitis Screening Recommendations

Background

"Hepatitis" is a general term for inflammatory conditions of the liver. It is characterized by jaundice, hepatomegaly, anorexia, abdominal and gastric discomfort, abnormal liver function, clay-colored stools and dark urine. Hepatitis may be caused by bacterial or viral infection, parasitic infestation, alcohol, drugs, toxins or transfusion of incompatible blood. It may be asymptomatic, mild and brief, or severe, fulminant and life threatening. In Nevada, viral hepatitis (hepatitis A, B, C, delta, unspecified) is a reportable disease per Nevada Administrative Code (NAC).

Acute Viral Hepatitis Incidence, Washoe County, 2009

Viral Hepatitis Type	2009 Incidence* in Washoe	2008 Incidence* in US	Healthy People 2010 Objective*
A	0.7 [§]	0.9	4.5
B	0.96	1.3	N/A**
B - 19-24 years	0.0 [§]	N/A**	2.4
B - 25-39 years	1.1 [§]	N/A**	5.1
B - >39 years	1.7 [§]	N/A**	3.8
C	0.96 [§]	0.3	1.0

* Cases per 100,000 population

** Not available

[§] HP 2010 Objective was achieved

Chronic Viral Hepatitis Prevalence in Washoe County as of 2009

Nationwide, there are about 1.25 million Americans living with chronic hepatitis B. In the US, an estimate of prevalence for chronic hepatitis B is below 2% (www.cdc.gov/ncidod/diseases/hepatitis). Between 1990-2009, 1198 unique (non-duplicate) cases of chronic hepatitis B virus (HBV) infection have been reported in Washoe County. Forty-three percent (43%) were Asian/Pacific Islander. A total of 1184 household and sexual contacts were identified. Of 1184 contacts, 53% (630/1184) completed seroscreening and 59% of susceptible contacts (166/283) completed the hepatitis B vaccine series. All 16 infants born to women with chronic HBV infection in 2009 received HBIG and HBV vaccine within 12 hours of birth, as recommended.

Nationwide, there are about 3.9 million Americans living with chronic hepatitis C. In the US, an estimate of prevalence for chronic hepatitis C is 1.8%

(www.cdc.gov/ncidod/diseases/hepatitis). Between May 1, 2002 and December 2009, a total of 5,292 unduplicated cases of hepatitis C virus (HCV) infection were reported in Washoe County. This represents approximately 1.3% of the county population. Nearly twenty percent (20%) of cases were identified through screening tests. Seventy-three percent (73%) of cases were ages 40-59 years, and 65% were male. African Americans and White non-Hispanics were disproportionately affected by chronic HCV infection. Six out of 10 cases had one or more risk factors, 63.5% had genotype 1 and 30.8% had genotype 2 or 3 infection. About 4% (135/3396) died. Hepatitis C was the leading cause of death in 13 cases, and the secondary cause of death in 108 cases.

Hepatitis B Screening Recommendations

Active screening among high-risk population subgroups is an important strategy in preventing the transmission of HBV, given the lack of symptoms in most chronically infected persons. In 2008, the Centers for Disease Control and Prevention issued an updated set of recommendations for identification and public health management of persons with chronic HBV infection (Table 1).¹

Table 1 Updated CDC Screening Guidelines for Chronic HBV Infection¹

Testing is now recommended for:

- ◆ Men who have sex with men
- ◆ Injection drug users
- ◆ Persons needing immunosuppressive therapy
- ◆ Persons with abnormal liver function tests (ALT/AST) of unknown etiology
- ◆ Persons born in regions of intermediate (prevalence 2%-8%) or high ($\geq 8\%$) HBV endemicity
- ◆ US-born persons (not vaccinated as infants) whose parents were born in regions of high endemicity

Testing continues to be recommended for:

- ◆ Pregnant women
- ◆ Infants born to HBsAg-positive mothers
- ◆ Household, needle sharing & sexual contacts of persons known to be HBsAg-positive
- ◆ HIV-positive persons
- ◆ Hemodialysis patients
- ◆ Donors of blood, plasma, organs, tissues or semen
- ◆ Persons who are the sources of blood or body fluids for exposure that might require post-exposure prophylaxis (e.g., needlestick, sexual assault)

Please share this document with all physicians & staff in your facility/office.

Table 2. Geographic Regions with HBsAg Prevalence >2%ⁱ

Region	HBsAg Prevalence >2%
Africa	All countries
Asia	All countries
Australia & South Pacific	All countries except Australia & New Zealand
Middle East	All Countries except Cyprus & Israel
Eastern Europe	All countries except Hungary
Western Europe	Malta, Spain, & indigenous populations in Greenland
North America	Alaska Natives and indigenous populations in Northern Canada
Mexico & Central America	Guatemala & Honduras
South America	Ecuador, Guyana, Suriname, Venezuela & Amazonian areas of Bolivia, Brazil, Columbia, and Peru
Caribbean	Antigua-Barbuda, Dominica, Grenada, Haiti, Jamaica, St. Kits-Nevis, St. Lucia, and Turks & Caicos Islands

Hepatitis C Screening Recommendations

Testing should be offered routinely to persons most likely to be infected with hepatitis C virus (HCV) who might require medical management. **Testing should be accompanied by appropriate counseling and medical follow-up.** In addition, anyone who wishes to know or is concerned regarding their HCV-infection status should be provided the opportunity for counseling, testing, and appropriate follow-up.ⁱⁱ

The determination of which persons at risk to recommend for routine testing is based on various considerations, including a known epidemiologic relationship between a risk factor and acquiring HCV infection, prevalence of risk behavior or characteristic in the population, prevalence of infection among those with a risk behavior or characteristic, and the need for persons with a recognized exposure to be evaluated for infection. For persons at potential (or unknown) risk for HCV infection, the need for, or effectiveness of, routine testing has not been determined. For some groups, routine testing for HCV infection is not recommended unless they have risk factors for infection.ⁱⁱ

Table 3 CDC Screening Guidelines for HCV Infectionⁱⁱ

Persons who should be tested routinely for HCV infection based on their risk for infection:
<ul style="list-style-type: none"> ◆ Persons who ever injected illegal drugs, including those who injected once or a few times many years ago and do not consider themselves as drug users. ◆ Persons with selected medical conditions, including <ul style="list-style-type: none"> ○ persons who received clotting factor concentrates produced before 1987; ○ persons who were ever on chronic (long-term) hemodialysis; and ○ persons with persistently abnormal alanine aminotransferase levels. ◆ Prior recipients of transfusions or organ transplants, including: <ul style="list-style-type: none"> ○ persons who were notified that they received blood from a donor who later tested positive for HCV infection; ○ persons who received a transfusion of blood or blood components before July 1992; and ○ persons who received an organ transplant before July 1992.
Persons who should be tested routinely for HCV-infection based on a recognized exposure:
<ul style="list-style-type: none"> ◆ Healthcare, emergency medical, and public safety workers after needle sticks, sharps, or mucosal exposures to HCV-positive blood ◆ Children born to HCV-positive women.

Table 3 (continued) CDC Screening Guidelines for HCV Infection

Persons for whom routine HCV testing is of uncertain need:
<ul style="list-style-type: none"> ◆ Recipients of transplanted tissue (e.g., corneal, musculoskeletal, skin, ova, sperm). ◆ Intranasal cocaine and other noninjecting illegal drug users. ◆ Persons with a history of tattooing or body piercing. ◆ Persons with a history of multiple sex partners or sexually transmitted diseases. ◆ Long-term steady sex partners of HCV-positive persons.
Persons for whom routine HCV testing is not recommended:
<ul style="list-style-type: none"> ◆ Health-care, emergency medical, and public safety workers. ◆ Pregnant women. ◆ Household (nonsexual) contacts of HCV-positive persons. ◆ The general population.

Washoe County Hepatitis Surveillance

Surveillance systems for hepatitis B and C have been in place in Washoe County since 1990 and 2002, respectively. All reported hepatitis B and hepatitis C cases have been registered in the surveillance system. Data is analyzed annually and included in the *Annual Communicable Disease Summary* available on line at: http://www.washoecounty.us/health/cdpp/cd%20annual%20summary/cd_ansum.html.

Hepatitis is reportable by law in the state of Nevada (<http://www.leg.state.nv.us/NAC/NAC-441A.html>). Health care providers, hospitals and laboratories in Washoe County should fax reports to the Communicable Disease Program confidential reporting fax at **(775) 328-3764**. Timely and complete reporting for all laboratory-confirmed cases is a critical element in the success of hepatitis surveillance.

For additional questions regarding hepatitis surveillance, please contact the Communicable Disease Program at (775) 328-2447.

ⁱ Centers for Disease Control and Prevention. Recommendations for Identification and Public Health Management of Persons with Chronic Hepatitis B Virus Infection. MMWR 2008;57(no. RR-8):10.

ⁱⁱ Centers for Disease Control and Prevention. Recommendations for prevention and control of hepatitis C virus (HCV) infection and HCV-related chronic disease. MMWR 1998;47(No. RR-19):20-26.



In This Issue:

- ◆ CDC Health Advisory: Notice to Healthcare Providers – Shiga Toxin-producing *E. coli* O104 (STEC O104:H4) Infections in U.S. Travelers Returning from Germany

June 6, 2011

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**This is an official
CDC Health Advisory
Notice to Health Care Providers – Shiga Toxin-producing
E. coli O104 (STEC O104:H4) Infections
in U.S. Travelers Returning from Germany**

CDC is monitoring a large outbreak of Shiga toxin-producing *Escherichia coli* O104:H4 (STEC O104:H4) infections ongoing in Germany. The responsible strain shares virulence characteristics with enteroaggregative *E. coli* (EAEC). As of May 31, 2011, the Robert Koch Institute (RKI) reported 470 patients with hemolytic uremic syndrome, or HUS (a severe condition associated with STEC infection that can lead to kidney failure), and nine deaths. The strain of STEC that is causing this illness, STEC O104:H4 is very rare. The illness that it causes is similar to that caused by *E. coli* O157:H7 or STEC O157:H7, which is also a Shiga toxin-producing *E. coli*. (A note from Washoe County Health District: As of June 2, 2011, case counts include 520 patients with HUS and 11 deaths.)

CDC is not aware of any cases of STEC O104:H4 infection ever being previously reported in the United States. However, as of May 31, 2011, three cases of HUS in the United States have been reported in persons who recently traveled to Hamburg, Germany. CDC is working with state health departments to learn more about these suspected cases and obtain bacterial isolates for further characterization.

CDC has recommended that any person who has recently traveled to Germany and has signs or symptoms of STEC infection, or HUS, should seek medical care and let the medical provider know about the outbreak of STEC infections in Germany and the importance of being tested for STEC infection.

Symptoms of STEC infection include severe stomach cramps, diarrhea (which is often bloody) and vomiting. If there is fever, it usually is not very high. Most people get better within 5–7 days, but some patients go on to develop HUS, usually about a week after the diarrhea starts. The classic triad of findings in HUS is acute renal damage, microangiopathic hemolytic anemia (evidence of schistocytes and helmet cells on peripheral blood smear), and thrombocytopenia.

It is not recommended to give antibiotics to patients with suspected STEC infections until complete diagnostic testing can be performed and STEC infection is ruled out. Some studies have shown that administering antibiotics in patients with STEC infections might increase their risk of developing HUS. However, clinical decision making must be tailored to each individual patient. There may be indications for antibiotics in patients with severe intestinal inflammation if perforation is of concern. Of note, isolates of STEC O104:H4 from patients in Germany have demonstrated resistance to multiple antibiotics.

Guidelines to ensure as complete as possible detection and characterization of STEC infections include the following:

- ◆ All stools submitted for testing from patients with acute community-acquired diarrhea should be cultured for STEC O157:H7. These stools should be simultaneously assayed for non-O157 STEC with a test that detects the Shiga toxins or the genes encoding these toxins.
- ◆ Clinical laboratories should report and send *E. coli* O157:H7 isolates and Shiga toxin-positive samples to state or local public health laboratories as soon as possible for additional characterization.
- ◆ Specimens or enrichment broths in which Shiga toxin or STEC are detected, but from which O157:H7 STEC isolates are not recovered, should be forwarded as soon as possible to a state or local public health laboratory so that non-O157:H7 STEC can be isolated.
- ◆ It is often difficult to isolate STEC in stool by the time a patient presents with HUS.
- ◆ Immunomagnetic separation (IMS) has been shown to increase recovery of STEC from HUS patients. For any patient with HUS without a culture-confirmed STEC infection, stool can be sent to a public health laboratory that performs IMS or to the CDC (through a state public health laboratory). In addition, serum can be sent to CDC (through a state public health laboratory) for serologic testing of common STEC serogroups.

The benefits of adhering to the recommended testing strategy include early diagnosis, improved patient outcome, and detection of all STEC serotypes.

All patients with Shiga toxin-positive diarrheal illness or HUS should be reported to health departments, regardless of a travel history to Germany.

For more information:

http://www.rki.de/EN/Home/homepage__node.html

http://www.rki.de/ckn_109/nn_217400/EN/Home/EHEC__O104__H4,templateId=raw,property=publicationFile.pdf/EHEC_O104_H4.pdf

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