

Washoe County District Board of Health Meeting Notice and Agenda

Members

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

Thursday, September 23, 2021
1:00 p.m.

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

or via zoom at <https://zoom.us/j/97650445987>

Phone: 1-669-900-6833 - Meeting ID: 976 5044 5987

(please be sure to keep your devices on mute and do not place the meeting on hold)

1:00 p.m.

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

Action may not be taken on any matter raised during this public comment period until the matter is specifically listed on an agenda as an action item. All public comment is limited to three minutes per person.

Requests for public comment via zoom must be submitted by email to svaldespin@washoecounty.us before the scheduled meeting. Please log into the ZOOM meeting via the above link. Reasonable efforts will be made to hear all public comment during the meeting.

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

4. Approval of Agenda. (FOR POSSIBLE ACTION)

September 23, 2021

5. Recognitions.

A. New Hires

- i. Adam Vazquez, August 30, 2021, Epidemiologist – EPHP
- ii. Olivia Alexander-Leeder, August 30, 2021, Environmental Health Trainee – EHS
- iii. Kellisa Shirane, August 30, 2021, Public Health Nurse I – CCHS
- iv. Joseph Dibble, August 30, 2021, Health Educator II – CCHS

B. Promotions

- i. Erick Lamun, Environmental Health Trainee to Environmental Health Specialist, effective August 16, 2021 - EHS

- ii. Raquel DePuy-Grafton, Program Coordinator to Public Health Emergency Response Coordinator, effective August 12, 2021 – EPHP
- iii. Gaylon Erickson, Administrative Assistant I to Program Coordinator, effective August 12, 2021

C. Years of Service

- i. Craig Peterson, Sr. Air Quality Specialist, 20 years, hired September 17, 2001

D. Resignations

- i. Windi Altemeyer, Public Health Nurse, effective September 3, 2021 – CCHS

E. Special Recognitions

- i. Kathleen Doyle, Homebound COVID-19 Testing and Vaccination Efforts
- ii. Auline Schmidt, Homebound COVID-19 Testing and Vaccination Efforts
- iii. Heather Kerwin, de Beaumont Foundation 40 under 40 Award

6. Consent Items. (FOR POSSIBLE ACTION)

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

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

- i. August 26, 2021

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

- i. Approve a Notice of Subaward from the Nevada Department of Health and Human Services, Division of Public and Behavioral Health, for the period August 1, 2021 through July 31, 2022 in the total amount of \$169,591.00 in support of the Centers for Disease Control and Prevention (CDC) Epidemiology and Laboratory Capacity Program and authorize the District Health Officer to execute the Subaward.
Staff Representative: Kristen Palmer
- ii. Approve a Notice of Subaward from the Nevada Department of Health and Human Services, Division of Public and Behavioral Health, for the period upon approval through May 31, 2023 in the total amount of \$1,500,000.00 in support of the Office of the District Health Officer (ODHO) COVID-19 Health Disparities, which includes the creation of 7.0 FTE, fully benefitted, full-time positions (3- Community Health Workers, 1- Health Equity Coordinator, 2- Community Organizer, 1- Media and Communications Specialist); and authorize the District Health Officer to execute the Subaward and any future amendments.
Staff Representative: Kristen Palmer
- iii. Approve the Grant Agreement from the U.S. Environmental Protection Agency (EPA) in the amount of \$200,000.00 for the period October 1, 2021 through September 30, 2024 for the Air Quality Management, EPA EN Grant and authorize the District Health Officer to execute the Agreement and any future amendments.
Staff Representative: Kristen Palmer
- iv. Approve a Subaward from the State of Nevada Department of Health and Human Services, Division of Public & Behavioral Health retroactive to July 1, 2021 through June 30, 2022 in the total amount of \$224,171.00 (no match required) in support of the Community and Clinical Health Services Division (CCHS) Immunization Program IO# 11851 and authorize the District Health Officer to execute the Notice of Subaward and any future amendments.
Staff Representative: Kristen Palmer and Kathy Sobrio

- v. Approve a Notice of Subaward from the State of Nevada Department of Health and Human Services, Division of Public & Behavioral Health retroactive to September 1, 2021 through December 31, 2021 in the total amount of \$400,000.00 (no required match) in support of the Community and Clinical Health Services Division (CCHS) Sexually Transmitted Disease Prevention and Control Program IO#11891 and authorize the District Health Officer to execute the Notice of Subaward and any future amendments.

Staff Representative: Kim Graham and Sonya Smith

- C. Review, approve and adopt the proposed Washoe County Health District Employee Policy Manual Updates for Fiscal Year 2022. **(FOR POSSIBLE ACTION)**

Staff Representative: Laurie Griffey

- D. Recommendation to Uphold Citations Appealed to the Air Pollution Control Hearing Board. **(FOR POSSIBLE ACTION)**

- i. Bluth Development, LLC – Case No. 1254, NOV AQMV21-0034
- ii. Artisan Mystic Mountain LLC – Case No. 1269, NOV AQMV21-0032
- iii. McCarthy Building Companies, LLC – Case No 1308, NOV AQMV21-0037
- iv. McCarthy Building Companies, LLC – Case No. 1316, NOV AQMV21-0042

Staff Representative: Joshua Restori

- E. Acknowledge receipt of the Health Fund Financial Review for August, Fiscal Year 2022. **(FOR POSSIBLE ACTION)**

Staff Representative: Anna Heenan

- END OF CONSENT -

7. Regional Emergency Medical Services Authority.

- A. Review and Acceptance of the REMSA Operations Report for August 2021. (FOR POSSIBLE ACTION)**

Presented by: Dean Dow

- B. Update of REMSA’s Public Relations during August 2021.**

Presented by: Alexia Jobson

8. Emergency Medical Services Advisory Board Update.

Presented by: Manager Neil Krutz, Chairman

9. Presentation and discussion regarding the process to complete a name change for the Washoe County Health District, including the estimated timeline, associated costs, available resources, anticipated challenges, and other issues related thereto.

Staff Representative: Scott Oxarart

10. Review, discussion and possible adoption of the Business Impact Statement regarding Proposed Amendments to the Regulations of the Washoe County District Board of Health Governing Food Establishments for the addition of provisions from the U.S. Food and Drug Administration Model Food Code. In addition, a new chapter was added to provide more transparency on the requirements for catering operations. Minor edits and formatting corrections to mobile food operations and temporary food establishments were added. These additions were made with a finding that the revised regulations do not impose a direct and significant economic burden on a business; nor do the revised regulations directly restrict the formation, operation or expansion of a business; and set a public hearing for possible adoption of the proposed revisions to the Regulations for October 28, 2021 at 1:00 pm. (FOR POSSIBLE ACTION)

Staff Representative: Michael Touhey

15. Public Comment.

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

Members of the public wishing to attend via zoom can public comment by logging into the ZOOM meeting via link above. All public comment is limited to three minutes per person.

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

ADJOURNMENT. (FOR POSSIBLE ACTION)

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

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

Public Comment: During the "Public Comment" items, anyone may speak pertaining to any matter either on or off the agenda, to include items to be heard on consent, by filling out a "Request to Speak" form and/or submit comments for the record to the Recording Secretary. For the remainder of the agenda, public comment will only be heard during items that are marked FOR POSSIBLE ACTION. All public comment should be addressed to the Board of Health and not an individual member. The Board asks that your comments are expressed in a courteous manner. Any public comment for hearing items will be heard before action is taken on the item and must be about the specific item being considered by the Board. Public comment and presentations for individual agenda items are limited as follows: fifteen minutes each for staff and applicant presentations, five minutes for a speaker representing a group, and three minutes for individual speakers unless extended by questions from the Board or by action of the Chair. Reasonable efforts will be made to hear all public comment during the meeting.

All public comment is limited to three minutes per person. Unused time may not be reserved by the speaker nor allocated to another speaker.

Members of the public that wish to attend via zoom may make public comment by submitting an email comment to svaldespin@washoecounty.us before the scheduled meeting, which includes the name of the commenter and the agenda item number for which the comment is submitted.

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

Posting of Agenda; Location of Website:

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

Washoe County Health District, 1001 E. 9th St., Reno, NV

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

Sparks City Hall, 431 Prater Way, Sparks, NV

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

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

Washoe County Health District Website <https://www.washoecounty.us/health>

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

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

WASHOE COUNTY HEALTH DISTRICT

ENHANCING QUALITY OF LIFE



Public Health
Prevent. Promote. Protect.

Washoe County District Board of Health Videoconference Meeting Minutes

Members

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

Thursday, August 26, 2021
1:00 p.m.

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

1. Roll Call and Determination of Quorum

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

The following members and staff were present:

Members present:

Oscar Delgado, Chair
Robert Lucey, Vice Chair (via zoom, disconnected at 2:45 p.m.)
Michael Brown
Dr. Reka Danko
Dr. John Novak
Tom Young

Members absent: Kristopher Dahir

Mrs. Valdespin verified a quorum was present.

Staff present:

Kevin Dick, District Health Officer
Dania Reid, Deputy District Attorney
Stephen Shipman
Kelcie Atkin
Laurie Griffey
Dr. Nancy Diao
Francisco Vega
Erin Dixon
Lisa Lottritz

2. Pledge of Allegiance

Dr. Reka Danko led the pledge to the flag.

3. Public Comment

Chair Delgado opened the public comment period.

Ms. Valdespin called Ms. Rachel Huff, as a registered public comment; however, Ms. Huff was not available. Additionally, emails from Ms. Marika Moore and request for comment from Ms. Rita Pepi were put on the record.

Ms. Frances McKeon was called to make public comment. Ms. McKeon began her comment by asking what the role of the District Board of Health, who sits on this Board, and how does the Board dictate Public Health Care policy. Ms. McKeon opined this Board should have the ability to provide updates on research and the community should hear more from experts in health care.

Mr. Nicholas St. John expressed his disappointment with this Board. He opined that scientific studies show how to treat the disease without a vaccine, however, this procedure has been ignored. Mr. St. John made reference to a few Chapters regarding Fraud and False Statements within the U.S. Code.

Ms. Janet Butcher expressed appreciation for the International Drug Awareness Day being recognized. She opined that the issue of drugs is not being addressed. Ms. Butcher opined the newer COVID surges have occurred due to the open border policy.

Ms. Darla Lee opined that those who opted not to get vaccinated should not be blamed for the current spread of the new variant. Ms. Lee also opined there are number of experts that are not being consulted in reference to the vaccine.

Ms. Cheryl Parino asked if one of the Board members could ask the questions the constituents are presenting. Ms. Parino opined that all regulations based off the New World Order are not for the safety and health of people.

Mr. Roger Edwards opined he and others are only present to complain about the situation. He opined the emergency mandates are not law. He also opined the Board is supposed to represent the community. Additionally, Mr. Edwards stated that applause during a public meeting is approved.

Mr. Bruce Foster referred to Abbot and Costello script, modifying it to speak of the mask requirement and vaccination process.

Mr. James M. Benthin opined much of the information on television does not explain fully the situation with COVID-19. Mr. Benthin opined that there are alternative treatment and those should be considered. Additionally, he opined the vaccine is not a silver bullet, as people are still contracting COVID-19 after being vaccinated.

Ms. Cindy Martinez was asked to wear a mask, however, Ms. Martinez refused.

Chair Delgado ordered a brief recess.

Ms. Melanie Sutton asked for the public health emergency to end. She opined this pandemic is compared to the flu. Additionally, she stated healthy people should not be segregated, but if you're sick stay home. Ms. Melanie stated you can get treated for COVID-19. Ms. Sutton invited the Board to follow the science.

Mr. Donald Fossum displayed a document relating to Renewal Project. He asked to go back to how things were regarding freedom, cohesiveness, and getting along. Mr. Fossum spoke of a community meeting at the North Valleys High School where he opined that COVID-19 is a "cash cow".

Ms. Victoria Myer opined money may be the cause of pulling this pandemic together. Ms. Myer stated she is not an anti-vaxxer, but rather pro-choice. Ms. Myer said they would work diligently and persistently to flip this Board and every other Board that works against the county and will not be bullied into submission.

4. Approval of Agenda.

August 26, 2021

Health Officer, Kevin Dick reported there was a request to move Board Comment (Item #13) after the consent items (Item #8). Mr. Dick informed the Board Councilman Dahir had to log off by 2:45 p.m. and had requested for Item #9 be conducted while he is present.

Ms. Valdespin confirmed Councilman Dahir was not logged on.

Mike Brown moved to approve the agenda for the August 26, 2021, District Board of Health regular meeting. Dr. John Novak seconded the motion which was approved unanimously.

5. Recognitions.

A. New Hires

- i. Carina Suazo, August 2, 2021, Health Educator I - IZ – CCHS
- ii. Mia Gzebb, August 16, 2021, Environmental Health Specialist Trainee – EHS
- iii. Zarmish Tariq, August 16, 2021, Health Educator II – Chronic Disease – CCHS
- iv. Lissa Callahan, August 16, 2021, Statistician– EPHP COVID Program

Health Officer, Kevin Dick introduced all new employees and asked Lisa Lottritz to introduce her division’s new staff member.

Ms. Lottritz introduced Ms. Suazo as the new Health Educator I for the Immunization Program and Ms. Tariq as the new Health Educator II for the Chronic Disease Prevention Program. Ms. Lottritz provided a brief description of their education and experience.

Mr. Dick invited Dr. Nancy Diao to introduce Ms. Lissa Callahan.

Dr. Diao introduced Ms. Callahan as the new COVID Statistician in the EPHP Program. Dr. Diao briefly shared Ms. Callahan’s experience and background.

B. Retirements

- i. Michael Lupan, Environmental Health Specialist effective September 14, 2021 – EHS

Health Officer, Kevin Dick congratulated Mr. Lupan on his 25 years of working with the Health District.

C. Promotions

- i. Kristen DeBraga, Environmental Health Specialist to Sr. Environmental Health Specialist, effective July 19, 2021 – EHS
- ii. Joshua Philpott, from Environmental Health Specialist Trainee to Environmental Health Specialist, effective August 2, 2021 – EHS
- iii. Julia Ratti, Health Educator to Director of Programs and Projects effective July 16, 2021 – ODHO
- iv. Falisa Hilliard, Office Support Specialist to Program Assistant effective July 1, 2021 – ODHO

Health Officer, Kevin Dick congratulated all the employees that have been promoted within the Health District.

D. Special Recognitions

- i. Mike Touhey, NACCHO Food Safety Workgroup member (term from 07/01/2021 – 06/30/2023)

Health Officer, Kevin Dick congratulated and thanked Mr. Touhey on his recent appointment. Mr. Dick stated that Mr. Touhey's participation in this workgroup would give the Health District a voice which will help to shape national policy around food safety.

6. **Proclamations.**

A. International Overdose Awareness Day.

Accepted by: Britany Wiele, Program Manager, JTNN
Staff Representative: Nicole Alberti

B. Breastfeeding Awareness Month.

Staff Representative: Kelcie Atkin and Alejandra Rosales

C. Emergency Preparedness Month.

Staff Representative: Raquel Depuy-Grafton

Health Officer, Kevin Dick presented all the proclamations and called staff to accept them. Ms. Kelcie Atkin was present to accept the Breastfeeding Awareness Month Proclamation and Stephen Shipman accepted the Emergency Preparedness Month Proclamation.

Ms. Janet Butcher expressed appreciation for the Overdose Awareness Day. Ms. Butcher asked what action is being taken to stop the illegal activity happening at the border. Additionally, she asked how the experimental drug affect the flow of the milk.

Dr. John Novak moved to approve the listed proclamation. Dr. Reka Danko seconded the motion which was approved unanimously.

7. **Consent Items**

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

A. Approval of Draft Minutes

- i. July 22, 2021

B. Budget Amendments/Interlocal Agreements

- i. Approve a Notice of Subaward from the State of Nevada Department of Health and Human Services, Division of Public and Behavioral Health in the amount of \$383,437.00 (\$38,43.70 cash match) retroactive to July 1, 2021 through June 30, 2022 in support of the Assistant Secretary for Preparedness and Response (ASPR) Public Health Preparedness Program; approval of authorization to travel and travel reimbursements for non-County employees that are Inter-Hospital Coordinating Council (IHCC) Coalition members (to be designated by IHCC leadership) in an amount not to exceed the FY22 travel budget to attend the Health Care Coalition Conferences (dates to be determined); and authorize the District Health Officer to execute the Subaward and any subsequent amendments and give the District Health Officer authorization to execute MOU agreements with partnering agencies..
Staff Representative: Kristen Palmer

- C. Recommendation of the appointment of Stephen Shipman to the Emergency Operations Plan Development Committee and Raquel DePuy Grafton and Andrea Esp as alternates to the Emergency Operations Plan Development Committee.
Staff Representative: Andrea Esp
- D. Acknowledge receipt of the Health Fund Financial Review for July, Fiscal Year 2021.
Staff Representative: Anna Heenan

Michael Brown moved to approve the consent agenda. Dr. Reka Danko seconded the motion which was approved unanimously.

13. Board Comment.

Dr. Reka Danko expressed her honor for being part of the Board. Dr. Danko explained her medical firsthand experience in dealing with this pandemic, in hospitals where the escalation has reached the maximum level that modern medicine has to offer. Dr. Danko stated she respects each person's opinion and rights to make informed decision as well as honors and welcomes diversity and open conversation, but she also took an oath to practice medicine, to treat the ill to the best of her ability, to preserve a patient's privacy, and to teach the practice of medicine to the next generation.

Dr. Danko continued to state in medicine doctors make recommendations and it's her job that patients understand the diagnosis and the risks and benefits of getting treatment or not seeking treatment. She further affirmed her personal beliefs and political views never enter those discussion because they are not relevant to health.

Dr. Danko recognized that guidelines and treatment of disease including for COVID-19 both in and outside of the hospital have continued to evolve. She added that in medicine the basic premise is and has always been weighing the balance between risks and benefits. Regardless of the pandemic and/or disease data evolved, and recommendations are modified based on that data to provide the most benefit with the least risk.

Dr. Danko stated most medical conditions don't resolve without effort or treatment and neither will this pandemic. While there is no quick solution there is a combination of factors that can be done to provide benefit and reduce risk. Dr. Danko affirmed she does not recommend patients to ignore symptoms and seek treatment only on the brink of death, just like it is not recommended to ignore prevention measures of viral spread until the ability to provide health care collapses. Dr. Danko further confirmed that if worn appropriately masks do prevent infection just as they also help protect the weakest and most vulnerable in the community.

Dr. Danko stated that for those who choose not to wear masks, alternatives and modifications exist such as the vaccine. With regards to the vaccine, Dr. Danko explained the vaccine does not just help the individual but also those around him. Dr. Danko stated the more time that is spent arguing rather than uniting the longer the risk is being promoted over benefit.

Dr. Danko specifically addressed Commissioner Lucey regarding the letter he wrote to the governor expressing his opposition to masks. Dr. Danko informed mask do reduce infection but do not reduce vaccination rates, as the recent reintroduction of mask updates has improved the vaccination rate nationwide.

Dr. Danko concluded by stating she does not decide between washing her hands or wearing a mask when treating patients and she does not tell patients to pick between treating their diabetes or their heart disease. The risks are mitigated by treating both and always through multimodal treatment strategies.

8. Regional Emergency Medical Services Authority

A. Review and Acceptance of the REMSA Operations Report for July 2021.

Presented by: Dean Dow

Mr. Aaron Abbott for Dean Dow opened this item for questions the Board may have regarding the report that was submitted by REMSA.

Dr. John Novak moved to approve REMSA's July 2021 Report. Dr. Reka Danko seconded the motion which was approved unanimously.

B. Update of REMSA's Public Relations during July 2021.

Presented by: Alexia Jobson

Alexia Jobson presented the Public Relations report for July 2021.

Ms. Jobson provided updates since the writing of her report. On August 19, 2021, Jerry Overton, president of the International Academies of Emergency Dispatch visited REMSA Health to address on the State of Emergency Dispatch for Medical, Fire, and Law Enforcement.

Ms. Jobson continued to report record breaking call volumes required a reminder to preserve 911 for emergencies such as symptoms of stroke, cardiac arrest, and severe allergic reactions and difficulty breathing. This message was shared by KTVN, KOLO and KRNV.

Mr. Jobson concluded by reporting Adam Heinz was recently invited to participate in an event with Senator Cortez Masto about the air quality due to the wildfire smoke in the region.

Ms. Jobson opened her item for questions from the Board.

C. Review, discussion and possible approval of EMSAB-recommended changes to the REMSA Exemption Guideline letter, to include granting of exemptions during an MCI/MAEA event, weather, system overload, Status 99 situations, and miscellaneous events, as well as extending the three-day required reporting period to five for REMSA and identifying the required approval period for the EMS Oversight Program to three days.

Presented by: Aaron Abbott

Mr. Aaron Abbott began his presentation by reporting that the item was coming back as per the request of the Board as the Board requested for this item to be discussed at the EMS Advisory Board.

Mr. Abbott reports this item was discussed with the EMSAB and the submitted report lists all the recommendations and proposed action.

Chair Delgado expressed his appreciation for the efforts made to meet with the EMSAB.

Michael Brown moved to approve the EMSAB recommended changes to the REMSA Exemption Guideline letter. Dr. John Novak seconded the motion which was approved unanimously.

9. Presentation regarding discussion with City and County Managers regarding provisions of the Interlocal Agreement (ILA) entered in to by the Cities of Reno and Sparks and Washoe County for creation of the Health District and possible action to forward recommendations for proposed amendments of the ILA to Reno, Sparks, and Washoe County.

Staff Representative: Kevin Dick

Chair Delgado called the Public Hearing to order.

Health Officer, Kevin Dick reported he met with the City and County Managers on August 24, 2021 and spoke about the Interlocal Agreement and briefed the managers on the Board's discussion of last month's District Board of Health meeting.

Mr. Dick reports managers are in support of a name change to the Washoe County Health District recognizing the confusion regarding its governance. However, it was understood that this process cannot be rushed into, which would mean bringing in an outside firm to help identify an appropriate name for the Health District.

Additionally, Mr. Dick affirmed managers did not believe any more changes to the Interlocal Agreement were advisable at this time. However, managers did agree that once there is further movement through the global COVID-19 pandemic, facilitated discussions should be had regarding the Health District and potential recommended improvements and changes.

Mr. Dick stated managers recognized that under the Nevada Revised Statutes 439.390, adding representatives to the Board of Health that can represent types of industries or economic sectors is not what is prescribed as the composition of this Board. He added, there is no opportunity to add additional Board member under the existing statute. Mr. Dick further reported, managers do not believe alternates should be pursued as NRS 439.390 does not expressly authorize alternates.

Health Officer opened his item for questions from the Board.

Ms. Janet Butcher began her comment by opining an FDA approved vaccination does not exist currently. She continued to opine that until the vaccine is approved properly it is only an experimental drug and as such a person should be able to choose.

Ms. Victoria Myer opined that when it came to mask no one can speak for her as it is her choice. She also opined there are treatment options and there are many things doctors do on the frontlines to treat people. She continued to express this issue should be between her and her doctor, not this Board or the Health Officer. She asked that enhancing quality of life be honored.

Chair Delgado asked that all public comment be specific to the item being heard, otherwise, general public can be heard at the end of the agenda.

Michael Brown moved to accept the presentation regarding discussion with City and County Managers regarding provisions of the Interlocal Agreement. Dr. Reka Danko seconded the motion which was approved unanimously.

10. Recommendation to approve Washoe County Health District Public Records Policy and Addendum which allows for the recoupment of actual costs as provided in NRS Chapter 239.

Staff Representative: Francisco Vega

Health Officer Kevin Dick provided a brief explanation for the purpose of this item. Health Officer reported this item is an addendum to the policy that was brought forth last month. This addendum clarifies the cost recovery process for filling public records requests. Mr. Dick briefly explained the details of the addendum, including fees, storage devices, postage, and personnel costs. Additionally, Mr. Dick explained this addendum provides for discussion

to be had with the requesters to reduce the amount of time spent on a request by narrowing said request.

Dr. John Novak moved to adopt of the Washoe County Health District Public Records Policy and Addendum. Michael Brown seconded the motion which was approved unanimously.

12. Staff Reports and Program Updates

A. Air Quality Management, Francisco Vega, Division Director

Clean Cars Nevada, CARB Study on Wildfire Smoke, President Biden Announces Steps to Drive American Leadership Forward on Clean Cars and Trucks, Monitoring and Planning, Permitting and Compliance.

Mr. Vega open his item by informing the Board that his division has recorded 30 exceedances of the National Ambient Air Quality Standards this year, which represents a record. Additionally, the highest daily averages ever recorded have been measured in the last week.

Mr. Vega reported the Caldor Fire has burned over 130,000 acres and is approximately 11% contained and Dixie Fire has burned 700,000 acres and is approximately 45% contained. Mr. Vega stated these fires are impacting the health and welfare of the citizen of Washoe County.

Mr. Vega reported his division has answered several media requests, including requests from Good Morning America, ABC News, and the Washington Post.

Mr. Vega concluded by reminding Washoe County citizens and business owners that the role of the Air Quality Management Division is to provide the best information and data available, so that the best decision possible can be made.

Mr. Vega opened his item for question from the Board.

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

Divisional Update – National Immunization Awareness Month; Data & Metrics; Sexual Health (Outreach and Disease Investigation), Immunizations, Tuberculosis Prevention and Control Program, Reproductive and Sexual Health Services, Chronic Disease Prevention Program, Maternal Child and Adolescent Health, Women Infants and Children, and COVID-19 Immunizations

Ms. Lottritz began her report by adding that the immunization team has been busy with back-to-school activities such as four Saturday clinics that were held in collaboration with Community Health Alliance. She continued by reporting walk-in have been facilitated in the clinic.

Ms. Lottritz opened her item for questions from the Board.

C. Environmental Health Services, Erin Dixon, Division Director

Environmental Health Services (EHS) Division: Program Updates; Consumer Protection (Food/Food Safety, Commercial Plans, Permitted Facilities); Environmental Protection (Land Development, Safe Drinking Water, Vector-Borne Diseases, Waste Management); and Inspections.

Erin Dixon began her report by highlighting some positive outcomes from the environmental health teams. The food program partnered with the US Food and Drug

Administration on a local warehouse inspection, which resulted in destruction of 17 pallets of product consisting mainly of formula. A recall was issued by the FDA on August 9, 2021.

Additionally, the EHS Epi Team worked with a childcare facility to stop an RSV outbreak, which included a site visit and training. Mr. Dixon added that no new cases were reported after the training, which highlights the effectiveness of the team.

Ms. Dixon continued to report the Waste Management Team provided a 30-yard dumpster for a large-scale hoarding case.

Ms. Dixon concluded by reporting that her division will be holding public workshops in September for Updated Food Regulations and Updates to the Underground Storage Tank Program.

Ms. Dixon opened her item for questions from the Board.

D. Epidemiology and Public Health Preparedness, Dr. Nancy Diao, Division Director

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

Dr. Nancy Diao began her report by updating that the Hospital Preparedness Program started the annual resource and gap analysis planning for the fiscal year. Dr. Diao continued to report the epidemiology program has stepped into the school season in addition to continuing to track of all general communicable diseases.

Dr. Diao made herself available to respond to questions from the Board.

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

District Health Officer Report – COVID-19 Response, Joint Information Center, Meeting with City and County Managers, Public Health Accreditation, Community Health Improvement Plan, and Public Communications and Outreach.

Health Officer, Kevin Dick opened his item by providing an update on the COVID-19 response. Mr. Dick reported he began his report with the statutory obligations of the Health District based off comments from the dais at the Board of County Commissioners during the August 14, 2021, meeting. Mr. Dick briefly outlined the Health District responsibilities as stated in NRS 441A to prevent and suppress communicable diseases and explained why controlling a communicable disease is important and considered a priority as a form of protecting and enhancing the quality of life and wellbeing of the community.

Mr. Dick continued to report the status of case positivity rate and the increase of testing from 75 to 100 people requesting to be tested in the course of a week to 2,000 to 2,500 now. Mr. Dick sadly reported 32 deaths have been reported for August, thus far.

Mr. Dick reported some milestones that merit recognitions such as over 60% of the 12 and older population have been vaccinated and 67% of the 12 and older population has initiated vaccination. Additionally, Mr. Dick brought attention to the misinformation that has been brought forth to these meetings. Mr. Dick reported YouTube removed last month's District Board of Health meeting from their website platform as a result of the misinformation that occurred during the public comment period.

Chair Delgado asked for confirmation of the statement made by Health Officer regarding misinformation during public comment.

Mr. Dick confirmed and reported Health District's Communication Manager appealed, however, YouTube denied the appeal.

Mr. Dick shared a graphic, made available on the District Board of Health website under this meeting, with an announcement that vaccines will be required as of October 20, 2021, with the logo of the Health District, however, the Health District has not posted this information and is considered misinformation.

Mr. Dick continued to report that in the department of Homeland Security New Terrorism bulletin they noted that new US adversaries are attempting to spread misinformation, which includes Russians, Chinese, and Iranian government linked media outlets have repeatedly amplified conspiracy theories concerning the origins of COVID-19 and effectiveness of vaccines. Homeland Security Intelligence Chief, John Cohen, stated they are seeing a lot of focus on COVID-19 issues, and stating that foreign nations are focused on sowing discord related to resurges of COVID-19 around the idea that Public Health restrictions are somehow an infringement on one's freedom or calling into question the US government's response to the pandemic.

Mr. Dick concluded by reporting the positive outcomes of the Family Health Festival on July 24, 2021, at the North Valleys High Schools.

11. Discussion and possible direction to staff of the Process and Selection of Management Appraisal Form for the District Health Officer's Annual Review.

Presented by: Laurie Griffey

Ms. Laurie Griffey experienced technical difficulties, therefore, this item was heard after Item #12.

Ms. Griffey reported her item is a request for the Board to choose the questions they would like to use to perform the Health Officer's evaluation. She briefly explained the difference between the two options. The second one mirrors what has been used currently to evaluate the Washoe County Manager.

Chair Delgado asked for feedback from the Board. No comments were made, so Chair stated he supports the process that is used to evaluate the Washoe County Manager.

Dr. John Novak moved to approve the Process and Selection of Management Appraisal Form for the District Health Officer's Annual Review. Dr. Reka Danko seconded the motion which was approved unanimously

14. Public Comment.

Chair Delgado opened the public comment period.

Ms. Valdespin called Ms. Janet Butcher.

Ms. Janet Butcher opined that the comments referred to from the Board of County Commissioners meeting were not accurate. Ms. Butcher asked why masks are required if as she opined, they do not stop a virus. Ms. Butcher asked about the deaths resulting from blood clots after vaccination.

Ms. Rachel Huff commented telephonically. Ms. Huff began her comment by expressing her support for the mandates in place to keep the community safe and open during the pandemic. She continued to urge the Board to hold science at the forefront despite the loud voices of those who oppose it. Ms. Huff further expressed regret that the COVID-19 vaccine was not offered to families during the back-to-school immunization event that were held by the County. Ms. Huff asked the Board to continue to put pressure on the School Board to enforce the use of masks by all individuals on school campus and to add the COVID-19 vaccine to the list of mandated vaccinations required for children to attend school. Ms. Huff expressed her worry about mitigation measures not being put in place, as it will result in mental health risks for school aged children. Ms. Huff concluded by expressing that her personal freedoms end when they endanger the safety of others. She opined individually we are only as healthy and prosperous as we are as a whole. She asked the Board to continue to base their decisions on the health and well being of all rather than the comfort and convenience of a few.

Ms. Valdespin stated for the record that Mr. Nicholas St. John and Mr. Roger Edward registered for public comment, but they were not available to comment.

Adjournment.

Chair Delgado adjourned the meeting at 3:28 p.m.

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

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

Public Comment: **Members of the public may make public comment by submitting an email comment to svaldespin@washoecounty.us before the scheduled meeting, which includes the name of the commenter and the agenda item number for which the comment is submitted.** Reasonable efforts will be made to hear all public comment during the meeting. During the "Public Comment" items, emails may be submitted pertaining to any matter either on or off the agenda, to include items to be heard on consent. For the remainder of the agenda, public comment emails will only be heard during items that are not marked FOR POSSIBLE ACTION. All public comment should be addressed to the Board of Health and not an individual member. The Board asks that your comments are expressed in a courteous manner. All public comment is limited to three minutes per person. Unused time may not be reserved by the speaker nor allocated to another speaker.

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

Posting of Agenda; Location of Website:

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

Washoe County Health District Website <https://www.washoecounty.us/health>

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

Under an emergency directive issued by Governor Sisolak on March 22, 2020, and extended by a subsequent directive issued on July 31, 2020, the physical location requirement has been suspended.

How to Get Copies of Agenda and Support Materials: Supporting materials are available to the public at the Washoe County Health

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

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Staff Report
Board Meeting Date: September 23, 2021

DATE: August 30, 2021
TO: District Board of Health
FROM: Kristen Palmer, Fiscal Compliance Officer
775-328-2419, kpalmer@washoecounty.us
SUBJECT: Approve a Notice of Subaward from the Nevada Department of Health and Human Services, Division of Public and Behavioral Health, for the period August 1, 2021 through July 31, 2022 in the total amount of \$169,591.00 in support of the Centers for Disease Control and Prevention (CDC) Epidemiology and Laboratory Capacity Program and authorize the District Health Officer to execute the Subaward.

SUMMARY

The Washoe County Health District received a Notice of Subaward on August 24, 2021 from the State of Nevada Department of Health and Human Services, Division of Public and Behavioral Health in support of the CDC Epidemiology and Laboratory Capacity Grant Program. The funding period is retroactive to August 1, 2021 through July 31, 2022. A copy of the Subaward is attached.

District Health Strategic Priorities supported by this item:

- 4. Impactful Partnerships:** Extend our impact by leveraging partnerships to make meaningful progress on health issues.
- 5. Organizational Capacity:** Strengthen our workforce and increase operational capacity to support a growing population.

PREVIOUS ACTION

No previous action this fiscal year.

BACKGROUND

This Award supports the Epidemiology and Public Health Preparedness (EPHP) Division's Epidemiology Program's by enhancing the capacity to effectively detect, respond, prevent and control known and emerging (or re-emerging) infectious diseases. Funding supports staff to investigate, follow-up and analyze communicable disease reports.

FISCAL IMPACT

The District anticipated this award and included funding in the adopted FY22 budget. As such, there is no fiscal impact to the FY22 adopted budget should the Board approve the Notice of Subaward.

ADMINISTRATIVE HEALTH SERVICES

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

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

Serving Reno, Sparks and all of Washoe County, Nevada. Washoe County is an Equal Opportunity Employer.



Subject: Approve ELC Subaward
Date: September 23, 2021
Page 2 of 2

RECOMMENDATION

It is recommended that the District Board of Health approve a Subaward from the Nevada Department of Health and Human Services, Division of Public and Behavioral Health, for the period August 1, 2021 through July 31, 2022 in the total amount of \$169,591.00 in support of the Centers for Disease Control and Prevention (CDC) Epidemiology and Laboratory Capacity Program and authorize the District Health Officer to execute the Subaward.

POSSIBLE MOTION

Should the Board agree with staff's recommendation, a possible motion would be "Move to approve a Notice of Subaward from the Nevada Department of Health and Human Services, Division of Public and Behavioral Health, for the period August 1, 2021 through July 31, 2022 in the total amount of \$169,591.00 in support of the Centers for Disease Control and Prevention (CDC) Epidemiology and Laboratory Capacity Program and authorize the District Health Officer to execute the Subaward."



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

Agency Ref. #: **SG 25409**
 Budget Account: 3219
 Category: 16
 GL: 8516
 Job Number: _____

NOTICE OF SUBAWARD

Program Name: Epidemiology and Laboratory Capacity (ELC) Office of Public Health Investigations and Epidemiology POC Judy DuMonte/jdumonte@health.nv.gov Phone: (775) 546-5865	Subrecipient's Name: Washoe County Health District Kevin Dick
Address: 4150 Technology Way, Suite 300 Carson City, NV 89706-2009	Address: 1001 E. Ninth street Reno ,NV 89512
Subaward Period: August 1, 2021 through July 31, 2022	Subrecipient's: EIN: <u>88-6000138</u> Vendor #: <u>T40283400Q</u> Dun & Bradstreet: <u>073786998</u>

Purpose of Award: WCHD will use these funds to complete epidemiological surveillance and investigation activities in Washoe County, Nevada

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

Approved Budget Categories:	FEDERAL AWARD COMPUTATION:																																								
<table border="1" style="width:100%; border-collapse: collapse;"> <tr><td>1. Personnel</td><td align="right">\$141,326.00</td></tr> <tr><td>2. Travel</td><td align="right">\$0.00</td></tr> <tr><td>3. Operating</td><td align="right">\$0.00</td></tr> <tr><td>4. Equipment</td><td align="right">\$0.00</td></tr> <tr><td>5. Contractual/Consultant</td><td align="right">\$0.00</td></tr> <tr><td>6. Training</td><td align="right">\$0.00</td></tr> <tr><td>7. Other</td><td align="right">\$0.00</td></tr> <tr><td>TOTAL DIRECT COSTS</td><td align="right">\$141,326.00</td></tr> <tr><td>8. Indirect Costs</td><td align="right">\$28,265.00</td></tr> <tr><td>TOTAL APPROVED BUDGET</td><td align="right">\$169,591.00</td></tr> </table>	1. Personnel	\$141,326.00	2. Travel	\$0.00	3. Operating	\$0.00	4. Equipment	\$0.00	5. Contractual/Consultant	\$0.00	6. Training	\$0.00	7. Other	\$0.00	TOTAL DIRECT COSTS	\$141,326.00	8. Indirect Costs	\$28,265.00	TOTAL APPROVED BUDGET	\$169,591.00	<table border="1" style="width:100%; border-collapse: collapse;"> <tr><td>Total Obligated by this Action:</td><td align="right">\$ 169,591.00</td></tr> <tr><td>Cumulative Prior Awards this Budget Period:</td><td align="right">\$ 0.00</td></tr> <tr><td>Total Federal Funds Awarded to Date:</td><td align="right">\$ 169,591.00</td></tr> <tr><td>Match Required <input type="checkbox"/> Y <input checked="" type="checkbox"/> N</td><td></td></tr> <tr><td>Amount Required this Action:</td><td align="right">\$ 0.00</td></tr> <tr><td>Amount Required Prior Awards:</td><td align="right">\$ 0.00</td></tr> <tr><td>Total Match Amount Required:</td><td align="right">\$ 0.00</td></tr> <tr><td>Research and Development (R&D) <input type="checkbox"/> Y <input checked="" type="checkbox"/> N</td><td></td></tr> <tr><td>Federal Budget Period:</td><td>08/01/2021 through 07/31/2022</td></tr> <tr><td>Federal Project Period:</td><td>08/01/2019 through 07/31/2024</td></tr> </table>	Total Obligated by this Action:	\$ 169,591.00	Cumulative Prior Awards this Budget Period:	\$ 0.00	Total Federal Funds Awarded to Date:	\$ 169,591.00	Match Required <input type="checkbox"/> Y <input checked="" type="checkbox"/> N		Amount Required this Action:	\$ 0.00	Amount Required Prior Awards:	\$ 0.00	Total Match Amount Required:	\$ 0.00	Research and Development (R&D) <input type="checkbox"/> Y <input checked="" type="checkbox"/> N		Federal Budget Period:	08/01/2021 through 07/31/2022	Federal Project Period:	08/01/2019 through 07/31/2024
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Source of Funds: Centers for Disease Control and Prevention (CDC) Epidemiology and Laboratory Capacity (ELC)	% Funds: 100%	CFDA: 93.323	FAIN: NU50CK000560	Federal Grant #: 5 NU50CK000560-03-00	Grant Award Date by Federal Agency: 06/29/2021
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Agency Approved Indirect Rate: 7.4% **Subrecipient Approved Indirect Rate:** 20%

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

- This award is subject to the availability of appropriate funds.
- Expenditures must comply with any statutory guidelines, the DHHS Grant Instructions and Requirements, and the State Administrative Manual.
- Expenditures must be consistent with the narrative, goals and objectives, and budget as approved and documented
- Subrecipient must comply with all applicable Federal regulations
- Quarterly progress reports are due by the 30th of each month following the end of the quarter, unless specific exceptions are provided in writing by the grant administrator.
- Financial Status Reports and Requests for Funds must be submitted monthly, unless specific exceptions are provided in writing by the grant administrator.

Incorporated Documents: Section A: Grant Conditions and Assurances; Section B: Description of Services, Scope of Work and Deliverables; Section C: Budget and Financial Reporting Requirements; Section D: Request for Reimbursement;	Section E: Audit Information Request; Section F: Current/Former State Employee Disclaimer; Section G: DHHS Business Associate Addendum; and Section H:
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Name	Signature	Date
Kevin Dick District Health Officer		
Lindsey Kinsinger OPHIE Manager		
for Lisa Sherych Administrator, DPBH		

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

SECTION A
GRANT CONDITIONS AND ASSURANCES

General Conditions

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

Grant Assurances

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

1. Adopt and maintain a system of internal controls which results in the fiscal integrity and stability of the organization, including the use of Generally Accepted Accounting Principles (GAAP).
2. Compliance with state insurance requirements for general, professional, and automobile liability; workers' compensation and employer's liability; and, if advance funds are required, commercial crime insurance.
3. These grant funds will not be used to supplant existing financial support for current programs.
4. No portion of these grant funds will be subcontracted without prior written approval unless expressly identified in the grant agreement.
5. Compliance with the requirements of the Civil Rights Act of 1964, as amended, and the Rehabilitation Act of 1973, P.L. 93-112, as amended, and any relevant program-specific regulations, and shall not discriminate against any employee for employment because of race, national origin, creed, color, sex, religion, age, disability or handicap condition (including AIDS and AIDS-related conditions).
6. Compliance with the Americans with Disabilities Act of 1990 (P.L. 101-136), 42 U.S.C. 12101, as amended, and regulations adopted there under contained in 28 CFR 26.101-36.999 inclusive, and any relevant program-specific regulations.
7. Compliance with Title 2 of the Code of Federal Regulations (CFR) and any guidance in effect from the Office of Management and Budget (OMB) related (but not limited to) audit requirements for grantees that expend \$750,000 or more in Federal awards during the grantee's fiscal year must have an annual audit prepared by an independent auditor in accordance with the terms and requirements of the appropriate circular. **To acknowledge this requirement, Section E of this notice of subaward must be completed.**
8. Compliance with the Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387), as amended—Contracts and subgrants of amounts in excess of \$150,000 must contain a provision that requires the non-Federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).
9. Certification that neither the Recipient nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency. This certification is made pursuant to regulations

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

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

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

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

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

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

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

SECTION B

Description of Services, Scope of Work and Deliverables

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

Scope of Work for Washoe County Health District

Goal 1: Staff to work on surveillance activities.

<u>Objective</u>	<u>Activities</u>	<u>Due Date</u>	<u>Documentation Needed</u>
1.Epidemiology program manager to:	1. Senior epidemiologist oversees all ELC activities for WCHD. Conduct needs assessment. Develop & implement training plan.	07/31/2022	1.Monthly activity report
2.Epidemiologist to:	2.Epidemiologist provides HAI/AR surveillance for WCHD WNV, other mosquito, and tick borne disease epi surveillance and reporting	07/31/2022	2.Monthly activity report

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

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

SECTION C

Budget and Financial Reporting Requirements

Identify the source of funding on all printed documents purchased or produced within the scope of this subaward, using a statement similar to: "This publication (journal, article, etc.) was supported by the Nevada State Department of Health and Human Services through Grant Number 5 NU50CK000560-03-00 from Centers for Disease Control and Prevention. Its contents are solely the responsibility of the authors and do not necessarily represent the official views of the Department nor Centers for Disease Control and Prevention."

Any activities performed under this subaward shall acknowledge the funding was provided through the Department by Grant Number 5 NU50CK000560-03-00 from Centers for Disease Control and Prevention.

Subrecipient agrees to adhere to the following budget:

BUDGET NARRATIVE-

Total Personnel Costs						Total:	\$141,326
						including fringe	
	<u>Annual Salary</u>	<u>Fringe Rate</u>	<u>% of Time</u>	<u>Months</u>	<u>Annual % of Months worked</u>	<u>Amount Requested</u>	
Heather Kerwin Epidemiology Program Manager	\$99,155.00	40.700%	36.000%	12	100.00%	\$50,224	
Senior epidemiologist oversees all ELC activities for WCHD							
	<u>Annual Salary</u>	<u>Fringe Rate</u>	<u>% of Time</u>	<u>Months</u>	<u>Annual % of Months worked</u>	<u>Amount Requested</u>	
Danika Williams Epidemiologist	\$83,019.00	44.390%	38.000%	12	100.00%	\$45,551	
Epidemiologist provides HAI/AR surveillance for WCHD							
	<u>Annual Salary</u>	<u>Fringe Rate</u>	<u>% of Time</u>	<u>Months</u>	<u>Annual % of Months worked</u>	<u>Amount Requested</u>	
Danika Williams Epidemiologist	\$83,019.00	44.390%	38.000%	12	100.00%	\$45,551	
WNV, other mosquito, and tick-borne disease epi surveillance and reporting							
Total Fringe Cost		\$ 42,536				Total Salary Cost:	\$ 98,790
-							
Travel						Total:	\$0.00
N/A							
Operating						Total:	\$0.00
N/A							
Equipment						Total:	\$0.00
N/A							
Contractual/Contractual and all Pass-thru Subawards						Total:	\$0.00
N/A							
Training						Total:	\$0.00
N/A							
Other						Total:	\$0.00
N/A							
TOTAL DIRECT CHARGES						\$	141,326
Indirect Charges						Indirect Rate:	20%
						\$28,265	
Indirect Methodology: WCHD has an approved indirect rate of 20% with DHHS							
TOTAL BUDGET						Total:	\$169,591

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Form 2

Applicant Name: Washoe County Health District
PROPOSED BUDGET SUMMARY

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

<u>FUNDING SOURCES</u>	ELC	Other Funding	Other Funding	Other Funding	Other Funding	Other Funding	Other Funding	Program Income	TOTAL
SECURED									
ENTER TOTAL REQUEST	\$169,591	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$169,591

EXPENSE CATEGORY

Personnel	\$60,269								\$60,269
Travel	\$0								\$0
Operating	\$0								\$0
Equipment	\$0								\$0
Contractual/Consultant	\$0								\$0
Training	\$0								\$0
Other Expenses	\$0								\$0
Indirect	\$28,265								\$28,265

TOTAL EXPENSE	\$169,591	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$169,591
These boxes should equal 0	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -

Total Indirect Cost	\$28,265
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Total Agency Budget	\$169,591
Percent of Subrecipient Budget	100%

B. Explain any items noted as pending:

C. Program Income Calculation:

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- Department of Health and Human Services policy allows no more than 10% flexibility of the total not to exceed amount of the subaward, within the approved Scope of Work/Budget. Subrecipient will obtain written permission to redistribute funds within categories. **Note: the redistribution cannot alter the total not to exceed amount of the subaward. Modifications in excess of 10% require a formal amendment.**
- Equipment purchased with these funds belongs to the federal program from which this funding was appropriated and shall be returned to the program upon termination of this agreement.
- Travel expenses, per diem, and other related expenses must conform to the procedures and rates allowed for State officers and employees. It is the Policy of the Board of Examiners to restrict contractors/ Subrecipients to the same rates and procedures allowed State Employees. The State of Nevada reimburses at rates comparable to the rates established by the US General Services Administration, with some exceptions (State Administrative Manual 0200.0 and 0320.0).

The Subrecipient agrees:

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

- Total reimbursement through this subaward will not exceed \$169,591.
- Requests for Reimbursement will be accompanied by supporting documentation, including a line item description of expenses incurred;
- Additional expenditure detail will be provided upon request from the Department.

Additionally, the Subrecipient agrees to provide:

- A complete financial accounting of all expenditures to the Department within 30 days of the CLOSE OF THE SUBAWARD PERIOD. Any un-obligated funds shall be returned to the Department at that time, or if not already requested, shall be deducted from the final award.
- Any work performed after the BUDGET PERIOD will not be reimbursed.
- If a Request for Reimbursement (RFR) is received after the 45-day closing period, the Department may not be able to provide reimbursement.
- If a credit is owed to the Department after the 45-day closing period, the funds must be returned to the Department within 30 days of identification.

The Department agrees:

- The Department reserves the right to hold reimbursement under this subaward until any delinquent forms, reports, and expenditure documentation are submitted to and accepted by the Department.

Both parties agree:

- The Department will make one site visit annually.
- The Subrecipient will, in the performance of the Scope of Work specified in this subaward, perform functions and/or activities that could involve confidential information; therefore, the Subrecipient is requested to fill out Section G, which is specific to this subaward, and will be in effect for the term of this subaward.
- All reports of expenditures and requests for reimbursement processed by the Department are SUBJECT TO AUDIT.
- This subaward agreement may be TERMINATED by either party prior to the date set forth on the Notice of Subaward, provided the termination shall not be effective until 30 days after a party has served written notice upon the other party. This agreement may be terminated by mutual consent of both parties or unilaterally by either party without cause. The parties expressly agree that this Agreement shall be terminated immediately if for any reason the Department, state, and/or federal funding ability to satisfy this Agreement is withdrawn, limited, or impaired.

Financial Reporting Requirements

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

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SECTION D**

Agency Ref. #: **SG 25409**
 Budget Account: 3219
 GL: 8516
 Draw #: _____

Request for Reimbursement

Program Name: Epidemiology and Laboratory Capacity (ELC) Office of Public Health Investigations and Epidemiology POC Judy dumonte/jdumonte@health.nv.gov	Subrecipient Name: Washoe County Health District Kevin Dick
Address: 4150 Technology Way, Suite 300 Carson City, NV 89706-2009	Address: 1001 E. Ninth street Reno, NV 89512
Subaward Period: August 1, 2021 through July 31, 2022	Subrecipient's: EIN: 88-6000138 Vendor #: T40283400Q

FINANCIAL REPORT AND REQUEST FOR REIMBURSEMENT

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

Month(s) Calendar year

Approved Budget Category	A Approved Budget	B Total Prior Requests	C Current Request	D Year to Date Total	E Budget Balance	F Percent Expended
1. Personnel	\$141,326.00	\$0.00	\$0.00	\$0.00	\$141,326.00	0.0%
2. Travel	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	-
3. Operating	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	-
4. Equipment	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	-
5. Contractual/Consultant	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	-
6. Training	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	-
7. Other	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	-
8. Indirect	\$28,265.00	\$0.00	\$0.00	\$0.00	\$28,265.00	0.0%
Total	\$169,591.00	\$0.00	\$0.00	\$0.00	\$169,591.00	0.0%

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

Authorized Signature _____ Title _____ Date _____

FOR Department USE ONLY

Is program contact required? Yes No Contact Person: _____

Reason for contact: _____

Fiscal review/approval date: _____

Scope of Work review/approval date: _____

Chief (as required): _____ Date _____

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SECTION E

Audit Information Request

1. Non-Federal entities that **expend** \$750,000.00 or more in total federal awards are required to have a single or program-specific audit conducted for that year, in accordance with 2 CFR § 200.501(a).
2. Did your organization expend \$750,000 or more in all federal awards during your organization's most recent fiscal year? YES NO
3. When does your organization's fiscal year end? _____
4. What is the official name of your organization? _____
5. How often is your organization audited? _____
6. When was your last audit performed? _____
7. What time-period did your last audit cover? _____
8. Which accounting firm conducted your last audit? _____

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

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SECTION F

Current or Former State Employee Disclaimer

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

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

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

- YES If "YES", list the names of any current or former employees of the State and the services that each person will perform.
- NO Subrecipient agrees that if a current or former state employee is assigned to perform work on this subaward at any point after execution of this agreement, they must receive prior approval from the Department.

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

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

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

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SECTION G

Business Associate Addendum

BETWEEN

Nevada Department of Health and Human Services

Hereinafter referred to as the "Covered Entity"

and

Washoe County Health District

Hereinafter referred to as the "Business Associate"

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

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

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

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

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

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

1. **Breach** means the unauthorized acquisition, access, use, or disclosure of protected health information which compromises the security or privacy of the protected health information. The full definition of breach can be found in 42 USC 17921 and 45 CFR 164.402.
2. **Business Associate** shall mean the name of the organization or entity listed above and shall have the meaning given to the term under the Privacy and Security Rule and the HITECH Act. For full definition refer to 45 CFR 160.103.
3. **CFR** stands for the Code of Federal Regulations.
4. **Agreement** shall refer to this Addendum and that particular agreement to which this Addendum is made a part.
5. **Covered Entity** shall mean the name of the Department listed above and shall have the meaning given to such term under the Privacy Rule and the Security Rule, including, but not limited to 45 CFR 160.103.
6. **Designated Record Set** means a group of records that includes protected health information and is maintained by or for a covered entity or the Business Associate that includes, but is not limited to, medical, billing, enrollment, payment, claims adjudication, and case or medical management records. Refer to 45 CFR 164.501 for the complete definition.
7. **Disclosure** means the release, transfer, provision of, access to, or divulging in any other manner of information outside the entity holding the information as defined in 45 CFR 160.103.
8. **Electronic Protected Health Information** means individually identifiable health information transmitted by electronic media or maintained in electronic media as set forth under 45 CFR 160.103.
9. **Electronic Health Record** means an electronic record of health-related information on an individual that is created, gathered, managed, and consulted by authorized health care clinicians and staff. Refer to 42 USC 17921.
10. **Health Care Operations** shall have the meaning given to the term under the Privacy Rule at 45 CFR 164.501.
11. **Individual** means the person who is the subject of protected health information and is defined in 45 CFR 160.103.
12. **Individually Identifiable Health Information** means health information, in any form or medium, including demographic information collected from an individual, that is created or received by a covered entity or a business associate of the covered entity and relates to the past, present, or future care of the individual. Individually identifiable health information is information that identifies the individual directly or there is a reasonable basis to believe the information can be used to identify the individual. Refer to 45 CFR 160.103.
13. **Parties** shall mean the Business Associate and the Covered Entity.
14. **Privacy Rule** shall mean the HIPAA Regulation that is codified at 45 CFR Parts 160 and 164, Subparts A, D and E.

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15. **Protected Health Information** means individually identifiable health information transmitted by electronic media, maintained in electronic media, or transmitted or maintained in any other form or medium. Refer to 45 CFR 160.103 for the complete definition.
16. **Required by Law** means a mandate contained in law that compels an entity to make a use or disclosure of protected health information and that is enforceable in a court of law. This includes but is not limited to: court orders and court-ordered warrants; subpoenas, or summons issued by a court; and statutes or regulations that require the provision of information if payment is sought under a government program providing public benefits. For the complete definition refer to 45 CFR 164.103.
17. **Secretary** shall mean the Secretary of the federal Department of Health and Human Services (HHS) or the Secretary's designee.
18. **Security Rule** shall mean the HIPAA regulation that is codified at 45 CFR Parts 160 and 164 Subparts A and C.
19. **Unsecured Protected Health Information** means protected health information that is not rendered unusable, unreadable, or indecipherable to unauthorized individuals through the use of a technology or methodology specified by the Secretary in the guidance issued in Public Law 111-5. Refer to 42 USC 17932 and 45 CFR 164.402.
20. **USC** stands for the United States Code.

II. OBLIGATIONS OF THE BUSINESS ASSOCIATE.

1. **Access to Protected Health Information.** The Business Associate will provide, as directed by the Covered Entity, an individual or the Covered Entity access to inspect or obtain a copy of protected health information about the Individual that is maintained in a designated record set by the Business Associate or, its agents or subcontractors, in order to meet the requirements of the Privacy Rule, including, but not limited to 45 CFR 164.524 and 164.504(e) (2) (ii) (E). If the Business Associate maintains an electronic health record, the Business Associate or, its agents or subcontractors shall provide such information in electronic format to enable the Covered Entity to fulfill its obligations under the HITECH Act, including, but not limited to 42 USC 17935.
2. **Access to Records.** The Business Associate shall make its internal practices, books and records relating to the use and disclosure of protected health information available to the Covered Entity and to the Secretary for purposes of determining Business Associate's compliance with the Privacy and Security Rule in accordance with 45 CFR 164.504(e)(2)(ii)(H).
3. **Accounting of Disclosures.** Promptly, upon request by the Covered Entity or individual for an accounting of disclosures, the Business Associate and its agents or subcontractors shall make available to the Covered Entity or the individual information required to provide an accounting of disclosures in accordance with 45 CFR 164.528, and the HITECH Act, including, but not limited to 42 USC 17935. The accounting of disclosures, whether electronic or other media, must include the requirements as outlined under 45 CFR 164.528(b).
4. **Agents and Subcontractors.** The Business Associate must ensure all agents and subcontractors to whom it provides protected health information agree in writing to the same restrictions and conditions that apply to the Business Associate with respect to all protected health information accessed, maintained, created, retained, modified, recorded, stored, destroyed, or otherwise held, transmitted, used or disclosed by the agent or subcontractor. The Business Associate must implement and maintain sanctions against agents and subcontractors that violate such restrictions and conditions and shall mitigate the effects of any such violation as outlined under 45 CFR 164.530(f) and 164.530(e)(1).
5. **Amendment of Protected Health Information.** The Business Associate will make available protected health information for amendment and incorporate any amendments in the designated record set maintained by the Business Associate or, its agents or subcontractors, as directed by the Covered Entity or an individual, in order to meet the requirements of the Privacy Rule, including, but not limited to, 45 CFR 164.526.
6. **Audits, Investigations, and Enforcement.** The Business Associate must notify the Covered Entity immediately upon learning the Business Associate has become the subject of an audit, compliance review, or complaint investigation by the Office of Civil Rights or any other federal or state oversight agency. The Business Associate shall provide the Covered Entity with a copy of any protected health information that the Business Associate provides to the Secretary or other federal or state oversight agency concurrently with providing such information to the Secretary or other federal or state oversight agency. The Business Associate and individuals associated with the Business Associate are solely responsible for all civil and criminal penalties assessed as a result of an audit, breach, or violation of HIPAA or HITECH laws or regulations. Reference 42 USC 17937.
7. **Breach or Other Improper Access, Use or Disclosure Reporting.** The Business Associate must report to the Covered Entity, in writing, any access, use or disclosure of protected health information not permitted by the agreement, Addendum or the Privacy and Security Rules. The Covered Entity must be notified immediately upon discovery or the first day such breach or suspected breach is known to the Business Associate or by exercising reasonable diligence would have been known by the Business Associate in accordance with 45 CFR 164.410, 164.504(e)(2)(ii)(C) and 164.308(b) and 42 USC 17921. The Business Associate must report any improper access, use or disclosure of protected health information by: The Business Associate or its agents or subcontractors. In the event of a breach or suspected breach of protected health information, the report to the Covered Entity must be in writing and include the following: a brief description of the incident; the date of the incident; the date the incident was discovered by the Business Associate; a thorough description of the unsecured protected health information that was involved in the incident; the number of individuals whose protected health information was involved in the incident; and the steps the Business Associate is taking to investigate the incident and to protect against further incidents. The Covered Entity will determine if a breach of unsecured protected health information has occurred and will notify the Business Associate of the determination. If a breach of unsecured protected health information is determined, the Business Associate must take prompt corrective action to cure any such deficiencies and mitigate any significant harm that may have occurred to individual(s) whose information was disclosed inappropriately.
8. **Breach Notification Requirements.** If the Covered Entity determines a breach of unsecured protected health information by the Business Associate has occurred, the Business Associate will be responsible for notifying the individuals whose unsecured protected health information was breached in accordance with 42 USC 17932 and 45 CFR 164.404 through 164.406. The Business Associate must provide evidence to the Covered Entity that appropriate notifications to individuals and/or media, when necessary, as specified in 45 CFR 164.404 and 45 CFR 164.406 has occurred. The Business Associate is responsible for all costs associated with notification to individuals, the media or others as well as costs associated with mitigating future breaches. The Business Associate must notify the Secretary of all breaches in accordance with 45 CFR 164.408 and must provide the Covered Entity with a copy of all notifications made to the Secretary.
9. **Breach Pattern or Practice by Covered Entity.** Pursuant to 42 USC 17934, if the Business Associate knows of a pattern of activity or practice of the Covered Entity that constitutes a material breach or violation of the Covered Entity's obligations under the Contract or Addendum, the Business Associate must immediately report the problem to the Secretary.
10. **Data Ownership.** The Business Associate acknowledges that the Business Associate or its agents or subcontractors have no ownership rights with respect to the protected health information it accesses, maintains, creates, retains, modifies, records, stores, destroys, or otherwise holds, transmits, uses or discloses.

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11. **Litigation or Administrative Proceedings.** The Business Associate shall make itself, any subcontractors, employees, or agents assisting the Business Associate in the performance of its obligations under the agreement or Addendum, available to the Covered Entity, at no cost to the Covered Entity, to testify as witnesses, or otherwise, in the event litigation or administrative proceedings are commenced against the Covered Entity, its administrators or workforce members upon a claimed violation of HIPAA, the Privacy and Security Rule, the HITECH Act, or other laws relating to security and privacy.
12. **Minimum Necessary.** The Business Associate and its agents and subcontractors shall request, use and disclose only the minimum amount of protected health information necessary to accomplish the purpose of the request, use or disclosure in accordance with 42 USC 17935 and 45 CFR 164.514(d)(3).
13. **Policies and Procedures.** The Business Associate must adopt written privacy and security policies and procedures and documentation standards to meet the requirements of HIPAA and the HITECH Act as described in 45 CFR 164.316 and 42 USC 17931.
14. **Privacy and Security Officer(s).** The Business Associate must appoint Privacy and Security Officer(s) whose responsibilities shall include: monitoring the Privacy and Security compliance of the Business Associate; development and implementation of the Business Associate's HIPAA Privacy and Security policies and procedures; establishment of Privacy and Security training programs; and development and implementation of an incident risk assessment and response plan in the event the Business Associate sustains a breach or suspected breach of protected health information.
15. **Safeguards.** The Business Associate must implement safeguards as necessary to protect the confidentiality, integrity, and availability of the protected health information the Business Associate accesses, maintains, creates, retains, modifies, records, stores, destroys, or otherwise holds, transmits, uses or discloses on behalf of the Covered Entity. Safeguards must include administrative safeguards (e.g., risk analysis and designation of security official), physical safeguards (e.g., facility access controls and workstation security), and technical safeguards (e.g., access controls and audit controls) to the confidentiality, integrity and availability of the protected health information, in accordance with 45 CFR 164.308, 164.310, 164.312, 164.316 and 164.504(e)(2)(ii)(B). Sections 164.308, 164.310 and 164.312 of the CFR apply to the Business Associate of the Covered Entity in the same manner that such sections apply to the Covered Entity. Technical safeguards must meet the standards set forth by the guidelines of the National Institute of Standards and Technology (NIST). The Business Associate agrees to only use or disclose protected health information as provided for by the agreement and Addendum and to mitigate, to the extent practicable, any harmful effect that is known to the Business Associate, of a use or disclosure, in violation of the requirements of this Addendum as outlined under 45 CFR 164.530(e)(2)(f).
16. **Training.** The Business Associate must train all members of its workforce on the policies and procedures associated with safeguarding protected health information. This includes, at a minimum, training that covers the technical, physical and administrative safeguards needed to prevent inappropriate uses or disclosures of protected health information; training to prevent any intentional or unintentional use or disclosure that is a violation of HIPAA regulations at 45 CFR 160 and 164 and Public Law 111-5; and training that emphasizes the criminal and civil penalties related to HIPAA breaches or inappropriate uses or disclosures of protected health information. Workforce training of new employees must be completed within 30 days of the date of hire and all employees must be trained at least annually. The Business Associate must maintain written records for a period of six years. These records must document each employee that received training and the date the training was provided or received.
17. **Use and Disclosure of Protected Health Information.** The Business Associate must not use or further disclose protected health information other than as permitted or required by the agreement or as required by law. The Business Associate must not use or further disclose protected health information in a manner that would violate the requirements of the HIPAA Privacy and Security Rule and the HITECH Act.

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

1. **Permitted Uses and Disclosures:**

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

2. **Prohibited Uses and Disclosures:**

- a. Except as otherwise limited in this Addendum, the Business Associate shall not disclose protected health information to a health plan for payment or health care operations purposes if the patient has required this special restriction and has paid out of pocket in full for the health care item or service to which the protected health information relates in accordance with 42 USC 17935.
- b. The Business Associate shall not directly or indirectly receive remuneration in exchange for any protected health information, as specified by 42 USC 17935, unless the Covered Entity obtained a valid authorization, in accordance with 45 CFR 164.508 that includes a specification that protected health information can be exchanged for remuneration.

IV. **OBLIGATIONS OF COVERED ENTITY**

1. The Covered Entity will inform the Business Associate of any limitations in the Covered Entity's Notice of Privacy Practices in accordance with 45 CFR 164.520, to the extent that such limitation may affect the Business Associate's use or disclosure of protected health information.

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

V. **TERM AND TERMINATION**

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

VI. **MISCELLANEOUS**

1. **Amendment.** The parties agree to take such action as is necessary to amend this Addendum from time to time for the Covered Entity to comply with all the requirements of the Health Insurance Portability and Accountability Act (HIPAA) of 1996, Public Law No. 104-191 and the Health Information Technology for Economic and Clinical Health Act (HITECH) of 2009, Public Law No. 111-5.
2. **Clarification.** This Addendum references the requirements of HIPAA, the HITECH Act, the Privacy Rule and the Security Rule, as well as amendments and/or provisions that are currently in place and any that may be forthcoming.
3. **Indemnification.** Each party will indemnify and hold harmless the other party to this Addendum from and against all claims, losses, liabilities, costs and other expenses incurred as a result of, or arising directly or indirectly out of or in conjunction with:
 - a. Any misrepresentation, breach of warranty or non-fulfillment of any undertaking on the part of the party under this Addendum; and
 - b. Any claims, demands, awards, judgments, actions, and proceedings made by any person or organization arising out of or in any way connected with the party's performance under this Addendum.
4. **Interpretation.** The provisions of the Addendum shall prevail over any provisions in the agreement that may conflict or appear inconsistent with any provision in this Addendum. This Addendum and the agreement shall be interpreted as broadly as necessary to implement and comply with HIPAA, the HITECH Act, the Privacy Rule and the Security Rule. The parties agree that any ambiguity in this Addendum shall be resolved to permit the Covered Entity and the Business Associate to comply with HIPAA, the HITECH Act, the Privacy Rule and the Security Rule.
5. **Regulatory Reference.** A reference in this Addendum to a section of the HITECH Act, HIPAA, the Privacy Rule and Security Rule means the sections as in effect or as amended.
6. **Survival.** The respective rights and obligations of Business Associate under Effect of Termination of this Addendum shall survive the termination of this Addendum.

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

AHSO_AH _____
DHO _____ KD

Staff Report
Board Meeting Date: September 23, 2021

DATE: September 2, 2021
TO: District Board of Health
FROM: Kristen Palmer, Fiscal Compliance Officer
775-328-2419, kpalmer@washoecounty.us
SUBJECT: Approve a Notice of Subaward from the Nevada Department of Health and Human Services, Division of Public and Behavioral Health, for the period upon approval through May 31, 2023 in the total amount of \$1,500,000.00 in support of the Office of the District Health Officer (ODHO) COVID-19 Health Disparities, which includes the creation of 7.0 FTE, fully benefitted, full-time positions (3- Community Health Workers, 1- Health Equity Coordinator, 2- Community Organizer, 1- Media and Communications Specialist); and authorize the District Health Officer to execute the Subaward and any future amendments.

SUMMARY

The Washoe County Health District received a Notice of Subaward on August 23, 2021 from the State of Nevada Department of Health and Human Services, Division of Public and Behavioral Health in support of the CDC COVID-19 Health Disparities Grant Program. The funding period is upon approval through May 31, 2023. A copy of the Subaward is attached.

District Health Strategic Priorities supported by this item:

- 1. Healthy Lives:** Improve the health of our community by empowering individuals to live healthier lives.
- 5. Organizational Capacity:** Strengthen our workforce and increase operational capacity to support a growing population

PREVIOUS ACTION

No previous action this fiscal year.

BACKGROUND

This Award supports the COVID-19 related health disparities related to known COVID comorbidities and improve health equity. This grant will support the Washoe County Health District (WCHD) in integrating health equity within the organization, among community partners, and across systems of care. WCHD has been supportive of community health workers to serve as an effective workforce to reduce health disparities and improve access for underserved communities. The next logical step is to integrate community health workers into services and programs offered by the health district. WCHD would seek to support by providing additional locations for placement of trained, certified CHW's.

ADMINISTRATIVE HEALTH SERVICES

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

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

Serving Reno, Sparks and all of Washoe County, Nevada. Washoe County is an Equal Opportunity Employer.



The Subaward provides funding for personnel, travel, operating, equipment, contractual, training, other and indirect expenses.

FISCAL IMPACT

Should the Board approve this subaward, a request will be made to the Board of County Commissioners to amend the adopted FY22 budget, increasing it by \$1,241,516.00 (\$258,484 indirect expenses) in the following accounts:

<u>Account Number</u>	<u>Description</u>	<u>Amount of Increase</u>
2002-IO-TBD -431100	Federal Grants - Revenue	\$ 1,241,516.00
2002-IO-TBD -701412	Salary Adjustment	\$ 652,352.00
2002-IO-TBD -705360	Benefit Adjustment	\$ 313,130.00
2002-IO-TBD -710100	Professional Services	\$ 110,000.00
2002-IO-TBD -710110	Contracted/Temp Svcs	\$ 40,000.00
2002-IO-TBD -710300	Operating Supplies	\$ 15,000.00
2002-IO-TBD -710334	Copier Lease	\$ 2,000.00
2002-IO-TBD -710350	Office Supplies	\$ 55,000.00
2002-IO-TBD -710502	Printing	\$ 22,137.00
2002-IO-TBD -710508	Telephone	\$ 1,400.00
2002-IO-TBD -710509	Seminars/Meetings	\$ 12,125.00
2002-IO-TBD -710512	Auto (Mileage)	\$ 1,960.00
2002-IO-TBD -711504	Equip Non Capital	\$ 14,000.00
2002-IO-TBD -711210	Travel	\$ 2,412.00

RECOMMENDATION

It is recommended that the District Board of Health approve a Subaward from the Nevada Department of Health and Human Services, Division of Public and Behavioral Health, for the period upon approval through May 31, 2023 in the total amount of \$1,500,000.00 in support of the Office of the District Health Officer (ODHO) COVID-19 Health Disparities, which includes the creation of 7.0 FTE, fully benefitted, full-time positions (3- Community Health Workers, 1- Health Equity Coordinator, 2- Community Organizer, 1- Media and Communications Specialist); and authorize the District Health Officer to execute the Subaward and any future amendments.

POSSIBLE MOTION

Should the Board agree with staff’s recommendation, a possible motion would be “Move to approve a Notice of Subaward from the Nevada Department of Health and Human Services, Division of Public and Behavioral Health, for the period upon approval through May 31, 2023 in the total amount of \$1,500,000.00 in support of the Office of the District Health Officer (ODHO) COVID-19 Health Disparities, which includes the creation of 7.0 FTE, fully benefitted, full-time positions (3- Community Health Workers, 1- Health Equity Coordinator, 2- Community Organizer, 1- Media and Communications Specialist); and authorize the District Health Officer to execute the Subaward and

Subject: Approve COVID-19 Health Disparities

Date: September 23, 2021

Page **3** of **3**

any future amendments.”



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

Agency Ref. #: **SG 25456**
 Budget Account: 3220
 Category: 33
 GL: 8516
 Job Number: 9339122C

NOTICE OF SUBAWARD

Program Name: COVID-19 Health Disparities Chronic Disease Prevention and Health Promotion (CDPHP) Bureau of Child, Family and Community Wellness (CFCW)	Subrecipient's Name: Washoe County Health District
Address: 4150 Technology Way, Suite #200 Carson City, NV 89706-2009	Address: 1001 E 9 th Street Reno, NV 89512-2845
Subaward Period: Upon approval through May 31, 2023	Subrecipient's: EIN: <u>88-60000138</u> Vendor #: <u>T40283400Q</u> Dun & Bradstreet: <u>073786998</u>

Purpose of Award: To address health disparities related to known covid comorbidities and improve health equity.

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

Approved Budget Categories:	
1. Personnel	\$965,482.00
2. Travel	\$4,372.00
3. Operating	\$70,000.00
4. Equipment	\$14,000.00
5. Contractual/Consultant	\$150,000.00
6. Training	\$12,125.00
7. Other	\$25,537.00
TOTAL DIRECT COSTS	\$1,241,516.00
8. Indirect Costs	\$258,484.00
TOTAL APPROVED BUDGET	\$1,500,000.00

FEDERAL AWARD COMPUTATION:	
Total Obligated by this Action:	\$ 1,500,000.00
Cumulative Prior Awards this Budget Period:	\$ 0.00
Total Federal Funds Awarded to Date:	\$ 1,500,000.00
Match Required <input type="checkbox"/> Y <input checked="" type="checkbox"/> N	
Amount Required this Action:	\$ 0.00
Amount Required Prior Awards:	\$ 0.00
Total Match Amount Required:	\$ 0.00
Research and Development (R&D) <input type="checkbox"/> Y <input checked="" type="checkbox"/> N	

Federal Budget Period:
 6/01/2021 through 5/31/2023
Federal Project Period:
 6/01/2021 through 5/31/2023

FOR AGENCY USE, ONLY

Source of Funds: Centers for Disease Control and Prevention - Nevada's Initiative to Address COVID-19 Health Disparities to High-Risk and Medically Under-served Populations	% Funds: 100%	CFDA: 93.391	FAIN: NH75OT000092	Federal Grant #: 1 NH75OT000092-01-00	Grant Award Date by Federal Agency: 05/28/2021
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Agency Approved Indirect Rate: 7.4% **Subrecipient Approved Indirect Rate:** 20.82%

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

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

Incorporated Documents:	Section D: Request for Reimbursement;
Section A: Grant Conditions and Assurances;	Section E: Audit Information Request;
Section B: Description of Services, Scope of Work and Deliverables;	Section F: Current/Former State Employee Disclaimer;
Section C: Budget and Financial Reporting Requirements;	Section G: DHHS Business Associate Addendum; and

Name	Signature	Date
Kevin Dick District Health Officer		
Karissa Loper, MPH, Health Bureau Chief Bureau of Child, Family, and Community Wellness		
for Lisa Sherych Administrator, DPBH		

**STATE OF NEVADA
DEPARTMENT OF HEALTH AND HUMAN SERVICES
DIVISION OF PUBLIC & BEHAVIORAL HEALTH
NOTICE OF SUBAWARD
SECTION A
GRANT CONDITIONS AND ASSURANCES**

General Conditions

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

Grant Assurances

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

1. Adopt and maintain a system of internal controls which results in the fiscal integrity and stability of the organization, including the use of Generally Accepted Accounting Principles (GAAP).
2. Compliance with state insurance requirements for general, professional, and automobile liability; workers' compensation and employer's liability; and, if advance funds are required, commercial crime insurance.
3. These grant funds will not be used to supplant existing financial support for current programs.
4. No portion of these grant funds will be subcontracted without prior written approval unless expressly identified in the grant agreement.
5. Compliance with the requirements of the Civil Rights Act of 1964, as amended, and the Rehabilitation Act of 1973, P.L. 93-112, as amended, and any relevant program-specific regulations, and shall not discriminate against any employee for employment because of race, national origin, creed, color, sex, religion, age, disability or handicap condition (including AIDS and AIDS-related conditions).
6. Compliance with the Americans with Disabilities Act of 1990 (P.L. 101-136), 42 U.S.C. 12101, as amended, and regulations adopted there under contained in 28 CFR 26.101-36.999 inclusive, and any relevant program-specific regulations.
7. Compliance with Title 2 of the Code of Federal Regulations (CFR) and any guidance in effect from the Office of Management and Budget (OMB) related (but not limited to) audit requirements for grantees that expend \$750,000 or more in Federal awards during the grantee's fiscal year must have an annual audit prepared by an independent auditor in accordance with the terms and requirements of the appropriate circular. **To acknowledge this requirement, Section E of this notice of subaward must be completed.**
8. Compliance with the Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387), as amended— Contracts and subgrants of amounts in excess of \$150,000 must contain a provision that requires the non-Federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).
9. Certification that neither the Recipient nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency. This certification is made pursuant to regulations

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

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

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

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

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

STATE OF NEVADA
 DEPARTMENT OF HEALTH AND HUMAN SERVICES
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SECTION B

Description of Services, Scope of Work and Deliverables

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

Scope of Work for Washoe County Health District

Baseline Narrative: WCHD has been supportive of efforts to develop community health workers to serve as an effective workforce to reduce health disparities and improve access for underserved communities. The next logical step is to integrate community health workers into services and programs offered by the health district. WCHD would seek to support the Nevada Community Health Worker Association efforts by providing additional locations for placement of trained, certified Community Health Workers (CHWs).

Goal 1: Reduce co-morbidities of COVID-19 through improved and increased access to services for underserved communities using a Community Health Worker workforce model.

Objective	Activities	Outputs	Timeline Begin/Completion	Target Population	Evaluation Measure (indicator)	Evaluation Tool
1.1 By May 2023 Recruit and place three (3) CHWs in WCHD programs with linkage to underserved communities in Washoe County	1.1.1 Hire three community health workers to work within chronic disease prevention and reduction programs (e.g., WIC, family planning, HIV, tobacco cessation, and others)	1.1.1 Record of CHWs hired	1.1.1 Oct. 2021 – May 2023	1.1.1 Underserved communities in Washoe County including black, Asian, Hispanic, Native American, LGBTQ+ and other communities	1.1.1. # Of CHWs	1.1.1 Quarterly Report
	1.1.2 Provide mentoring, coaching, navigation and support for existing WCHD clients	1.1.2 Log of client interactions	1.1.2 Nov. 2021 – May 2023	1.1.2 Underserved populations in Washoe County	1.1.2 # of client interactions	1.1.2 Quarterly Report
	1.1.3 Increase access to care through outreach and connection to WCHD services among underserved populations	1.1.3 Record of outreach activities	1.1.3 Nov. 2021 – May 2023	1.1.3 Underserved populations in Washoe County communities	1.1.3 # of outreach activities to underserved communities	1.1.3 Quarterly Report

Baseline Narrative: WCHD has made sincere efforts to address disparate health impacts in certain communities by establishing an internal health equity committee, bringing in a health equity consultant to work with the committee to make recommendations on best practice and effective strategies, updating policies and procedures, and providing staff with training on health equity principles. To increase impact in underserved communities WCHD seeks to institutionalize health equity as a core competency within the health district by establishing a health equity program with staff focused both internally to build capacity and externally to expand mutually beneficial relationships with underserved communities designed to directly address health disparities.

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Goal 2: Increase organizational capacity within the Washoe County Health District to improve health equity outcomes and decrease health disparities.

Objective	Activities	Outputs	Timeline Begin/Completion	Target Population	Evaluation Measure (indicator)	Evaluation Tool
2.1.1 By May 2023 Establish one (1) leadership level health equity office to build Health District capacity to reduce know health disparities.	2.1.1 Hire a Health Equity Coordinator	2.1.1 Health Equity Coordinator hired	2.1.1 Oct. 2021	2.1.1 Washoe County	2.1.1 Position filled	Quarterly Report
	2.1.2 Complete health equity organizational assessment	2.1.2 Health equity organizational assessment completed	2.1.2 Oct. 2021 - January 2022	2.1.2 Washoe County	2.1.2 # of assessments completed	2.1.2 Assessment Report
	2.1.3 Develop a health equity plan for the health district	2.1.3 Health equity plan completed	2.1.3 Jan. 2022 – April 2022	2.1.3 Washoe County	2.1.3 # of health equity plans developed	2.1.3 Health Equity Plan
	2.1.4 Implement at least three strategies to build health equity capacity within the health district.	2.1.4 Implementation plans	2.1.4 April. 2022 - May 2023	2.1.4 Washoe County	2.1.4 # of Strategies implemented to increase organizational capacity.	2.1.4 Quarterly Report
	2.1.5 Collaborate with a consultant with health equity and/or cultural diversity subject matter expertise.	2.1.5 Technical assistance logs	2.1.5 Oct. 2021 - May 2023	2.1.5 Washoe County	2.1.5 # of technical assistance meetings	2.1.5 Quarterly Report
	2.1.6 Engage with statewide partners including Office of Minority Health and Equity, DPBH and the Nevada Public	2.1.6 Record of participation	2.1.6 Oct. 2021 – May 2023	2.1.6 Washoe County	2.1.6 # of meetings	2.1.6 Quarterly Report

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	Health Training Center						
2.2.1 Maintain engagement with communities most impacted by health disparities through May 2023 by hiring two (2) health equity organizers.	2.2.1 Hire bilingual and multicultural staff dedicated to outreach and community organizing efforts	2.2.1 Record of staff hired	2.2.1 Oct. 2021	2.2.1 Underserved populations in Washoe County including black, Asian, Hispanic, Native American, LGBTQ+ and other communities	2.2.1 # of positions filled	2.2.1 Quarterly Report	
	2.2.2 Increase collaboration with organizations and groups representing underserved communities.	2.2.2 Record of collaborations with diverse stakeholder organizations and groups designed specifically to address disparate health impacts.	2.2.2 Oct. 2021 – May 2023	2.2.2 Underserved populations in Washoe County including black, Asian, Hispanic, Native American, LGBTQ+ and other communities	2.2.2 # of community meetings # of community partnerships	2.2.2 Quarterly Report	
	2.2.3 Organize individuals in targeted neighborhoods to work with the health district to address disparate health impacts.	2.2.3 Record of participation in community and neighborhood-based meetings	2.2.3 Oct. 2021 – May 2023	2.2.3 Underserved populations in Washoe County	2.2.3 # of individuals engaged	2.2.3 Quarterly Report	
2.3.1 By May 2023, build health equity work force competence by providing training to 130+ WCHD employees in health equity principles	2.3.1 Provide relevant trainings to WCHD staff	2.3.1 Record of participation in training	2.3.1 Oct. 2021 – May 2023	2.3.1 WCHD employees	2.3.1 # of individuals trained	2.3.1 Quarterly Report	
<p>Baseline Narrative: WCHD has a single communications team member who has worked during the COVID-19 pandemic to effectively communicate public health messages designed to provide community members accurate and actionable information. As evidence of disparate health impacts associated with COVID-19 mounted, efforts have been increasingly targeted to underserved populations. This scope of work builds from lessons learned to design and distribute content with a goal of reduced co-morbidities of COVID-19, reduced health disparities and increased access to accurate and actionable information in multiple formats and channels.</p>							

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Goal 3: Reduce co-morbidities of COVID-19 and reduce health disparities through the implementation of communications efforts targeted to underserved populations.

Objective	Activities	Outputs	Timeline Begin/Completion	Target Population	Evaluation Measure (Indicator)	Evaluation Tool
3.1.1 By May 2023, Increase communications targeted at specific audiences designed to reduce known co-morbidities of COVID-19 and decrease health disparities by producing and implementing one (1) Communication Plan	3.1.1 Increase web and social media content targeted to underserved communities by hiring a social media contractor and contract graphic design and video production services	3.1.1 Log of social media posts	3.1.1 Oct. 2021 – May 2023	3.1.1 Underserved populations in Washoe County including black, Asian, Hispanic, Native American, LGBTQ+ and other communities	3.1.1 # of targeted social media posts # Of social media followers % Increase in followers	Quarterly Report
	3.1.2 Implement paid advertising campaigns to target underserved populations	3.1.2 Log of ad placements	3.1.2 Oct. 2021 – May 2023	3.1.2 Underserved populations in Washoe County	3.1.2 # of targeted ads and PSAs	3.1.2 Quarterly Report
	3.1.3 Extend expiring contract with Hispanic Outreach Coordinator to maintain and build relationships with Hispanic community and provide technical assistance to shape targeted communication strategies	3.1.2 Increased targeted events Technical assistance logs	3.1.2 Oct. 2021 – May 2023	3.1.2 Hispanic populations in Washoe County	3.1.2 # events targeted for Hispanic community	3.1.2 Quarterly Report

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Quarterly Reports and Outputs/Deliverables: Compile/complete reports outlined throughout the Scope of Work's objectives and activities by target deadlines. Subgrantee will be required to submit all outputs/deliverables identified in this subgrant to CDPHP Tobacco Control Program with quarterly reports by due dates. CDPHP staff may request deliverables throughout the subgrant project time-period.

Program Reporting Schedule

Quarter Period	Due Dates for Quarterly Report
FY22 Qtr. 1 July 1 – September 30	October 15, 2021
FY22 Qtr. 2 October 1 – December 31	January 15, 2022
FY22 Qtr. 3 January 1 – March 31	April 15, 2022
FY22 Qtr. 4 April 1 – June 30	July 15, 2022
FY23 Qtr. 1 July 1 – September 30	October 15, 2022
FY23 Qtr. 2 October 1 – December 31	January 15, 2023
FY23 Qtr. 3 January 1 – March 31	April 15, 2023
FY23 Qtr. 4 April 1 – May 30	June 15, 2023

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

**STATE OF NEVADA
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SECTION C

Budget and Financial Reporting Requirements

Identify the source of funding on all printed documents purchased or produced within the scope of this subaward, using a statement similar to: "This publication (journal, article, etc.) was supported by the Nevada State Department of Health and Human Services through Grant Number 1 NH75OT000092-01-00 from Centers for Disease Control and Prevention (CDC). Its contents are solely the responsibility of the authors and do not necessarily represent the official views of the Department nor CDC."

Any activities performed under this subaward shall acknowledge the funding was provided through the Department by Grant 1 NH75OT000092-01-00 from CDC.

Subrecipient agrees to adhere to the following budget:

BUDGET NARRATIVE

Total Personnel Costs	including fringe	Total:	\$965,482
-			

	<u>Annual Salary</u>	<u>Fringe Rate</u>	<u>% Of Time</u>	<u>Months</u>	<u>Percent of Months worked Annual</u>	<u>Amount Requested</u>
<u>New Position, Community Health Worker & Position Control Number</u>	\$43,638.40	48.000%	100.000%	17	141.67%	\$91,495

Provide mentoring, coaching, navigation and support to existing WCHD clients specifically targeted to reduce co-morbidities of COVID-19 and reduce health disparities. Perform outreach functions to connect underserved communities to WCHD services and programs.

<u>New Position, Community Health Worker & Position Control Number</u>	\$43,638.40	48.000%	100.000%	17	141.67%	\$91,495
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Provide mentoring, coaching, navigation and support to existing WCHD clients specifically targeted to reduce co-morbidities of COVID-19 and reduce health disparities. Perform outreach functions to connect underserved communities to WCHD services and programs.

<u>New Position, Community Health Worker & Position Control Number</u>	\$43,638.40	48.000%	100.000%	17	141.67%	\$91,495
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Provide mentoring, coaching, navigation and support to existing WCHD clients specifically targeted to reduce co-morbidities of COVID-19 and reduce health disparities. Perform outreach functions to connect underserved communities to WCHD services and programs.

<u>New Position, Health Equity Coordinator & Position Control Number</u>	\$78,769.60	48.000%	100.000%	20	166.67%	\$194,298
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Lead health equity efforts including internal organizational capacity building and external community engagement designed to reduce health disparities.

	<u>Annual Salary</u>	<u>Fringe Rate</u>	<u>% Of Time</u>	<u>Months</u>	<u>Percent of Months worked Annual</u>	<u>Amount Requested</u>
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<u>New Position, Community Organizer & Position Control Number</u>	\$66,435.20	48.000%	100.000%	20	166.67%	\$163,873
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Implement community organizing efforts to build mutually beneficial relationships with targeted community-based organizations and individuals in underserved communities to reduce health disparities.

	<u>Annual Salary</u>	<u>Fringe Rate</u>	<u>% Of Time</u>	<u>Months</u>	<u>Percent of Months worked Annual</u>	<u>Amount Requested</u>
<u>New Position, Community Organizer & Position Control Number</u>	\$66,435.20	48.000%	100.000%	20	166.67%	\$163,873

Implement community organizing efforts to build mutually beneficial relationships with targeted community-based organizations and individuals in underserved communities to reduce health disparities.

	<u>Annual Salary</u>	<u>Fringe Rate</u>	<u>% Of Time</u>	<u>Months</u>	<u>Percent of Months worked Annual</u>	<u>Amount Requested</u>
<u>New Position, Media and Communications Specialist & Position Control Number</u>	\$68,494.40	48.000%	100.000%	20	166.67%	\$168,953

Provide additional communications capacity to build and implement a Health Equity Communications Plan and increase access to accurate and actionable information in multiple formats and through a variety of communication channels designed to reduce co-morbidities of COVID-19 and address health disparities.

	Total Fringe Cost	\$313,130		Total Salary Cost:	\$652,354
	Total Budgeted FTE	7.00000			

Travel				Total:	\$4,372
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Out-of-State Travel

		<u># Of Trips</u>	<u># Of days</u>	<u># Of Staff</u>	
<u>Title of Trip & Destination such as CDC Conference: San Diego, CA</u>	<u>Cost</u>				
Airfare: cost per trip (origin & designation) x # of trips x # of staff	\$600	2		1	\$1,200
Baggage fee: \$ amount per person x # of trips x # of staff	\$50	2		1	\$100
Per Diem: \$ per day per GSA rate for area x # of trips x # of staff	\$56	2	1	1	\$112
Lodging: \$ per day + \$ tax = total \$ x # of trips x # of nights x # of staff	\$450	2	1	1	\$900
Ground Transportation: \$ per r/trip x # of trips x # of staff	\$50	2	0	1	\$100
Mileage: (rate per mile x # of miles per r/trip) x # of trips x # of staff	\$0.000	0		0	\$0
Parking: \$ per day x # of trips x # of days x # of staff	\$0	0	0	0	\$0

\$2,412

Justification: *Health Equity Coordinator will attend two conferences related to public health, health equity, and/or health disparities.*

In-State Travel

		<u># Of Trips</u>	<u># Of days</u>	<u># Of Staff</u>	
<u>Origin & Destination</u>	<u>Cost</u>				
Mileage: (rate per mile x # of miles per r/trip) x # of trips x # of staff	\$0.560	500		7	\$1,960

\$1,960

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Justification:

Health Equity Coordinator, Community Organizers and Community Health Workers will need mileage to implement outreach efforts.

Operating	Total:	\$70,000
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Office Supplies	\$55,000.00
Educational/promotional items	\$15,000.00
<i>Justification: Office and other supplies for seven new positions for the 20 month implementation period of the grant. Educational and promotional items to be used by Community Organizers and Community Health Workers in education and relationship building activities with the community.</i>	

Equipment	Total:	\$14,000
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Seven workstations - laptop, docking station, printer and phone	\$14,000.00
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Contractual		\$150,000
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Hispanic Outreach Coordinator: **Total \$40,000**

Method of Selection: sole source

Period of Performance: October 2021 - May 2023

Scope of Work: Assist Public Health Communications Program Manager with outreach to Hispanic Community as well as other underserved communities. Maintain relationships while health district builds internal capacity with new Community Organizer staff positions. Assist with technical assistance shape targeted communication strategy in support of the Health Equity Communication Plan.

* Sole Source Justification: Current contract has been successful in increasing turnout and uptake of vaccinations in targeted neighborhoods. Would like to build off of the current success and expand scope in support of broader health equity goals.

Budget

Personnel	\$40,000.00
Total Budget	\$40,000.00

Method of Accountability: Contractor will provide a proposed scope of work with specific timelines and deliverables. Contract will be supervised by Scott Oxarart, Public Health Communications Program Manager

Graphic Design and Video Production **Total \$50,000**

Method of Selection: RFP

Period of Performance: October 2021 - May 2023

Scope of Work: Provide graphic design and video services to enhance web and social media campaigns as part of the Health Equity Communications Plan

Budget

Professional Services	\$50,000.00
Total Budget	\$50,000.00

Method of Accountability: Contractor will provide a proposed scope of work with specific timelines and deliverables. Contract will be supervised by Scott Oxarart, Public Health Communications Program Manager

Advertising **Total \$40,000**

Method of Selection: RFP

Period of Performance: October 2021 - May 2023

Scope of Work: Budget to place paid advertising content in support of the Health Equity Communications Plan

Budget

Professional Services	\$40,000.00
Total Budget	\$40,000.00

Method of Accountability: Contracts with various media outlets to place advertising content. Contracts will be supervised by Scott Oxarart, Public Health Communications Program Manager

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Health Equity Consultant Total **\$20,000**

Method of Selection: Soul Source

Period of Performance: October 2021 - May 2023

Scope of Work: Provide technical assistance to the Health District to build organizational capacity to address health equity issues.

Budget

Professional Services	\$20,000.00
Total Budget	\$20,000.00

Method of Accountability: Contracts with various media outlets to place advertising content. Contracts will be supervised by Scott Oxarart, Public Health Communications Program Manager

Training	Total:	\$12,125
75 clinical staff to attend cultural competency training for medical facility staff (75x\$95)	\$7,125.00	
Training for all WCHD staff on health equity, health disparities and/or inclusion and diversity	\$5,000.00	
Other	Total:	\$25,537

Printing Services: \$1106.85/mo. x 20 months	\$22,137
Copier/Printer Lease: \$100/mo x 20 months	\$2,000
Property and Contents Insurance per year	\$0
Other Utilities: \$ per quarter	\$0
Postage: \$ per mo. x 12 months	\$0
Phone Line: \$10 per mo. x 20 months x 7 FTE	\$1,400
Voice Mail: \$ per mo. x 12 months x # of FTE	\$0
Conference Calls: \$ per mo. x 12 months	\$0
Long Distance: \$ per mo. x 12 months	\$0
Email: \$ per mo. x 12 months x # of FTE	\$0

Justification: Printing budget is to update existing priority, frequently used WCHD outreach and education materials to be culturally appropriate and in Spanish as well as to support new outreach and education initiatives. Phone lines and copier lease add additional capacity for new staff.

TOTAL DIRECT CHARGES	\$1,241,516
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Indirect Charges	Indirect Rate: 20.820%	\$258,484
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Indirect Methodology: An annual indirect cost rate proposal is prepared in compliance with 2 CFR 225 Subpart A. Rates are set by Health District Division; ODHO Division rate for FY22 is 32.91%. The district is requesting 20.82%.

TOTAL BUDGET	Total:	\$1,500,000
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Form 2

Applicant Name: Washoe County Health District
PROPOSED BUDGET SUMMARY

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

FUNDING SOURCES	GMU	Other Funding	Other Funding	Other Funding	Other Funding	Other Funding	Other Funding	Program Income	TOTAL
SECURED									
ENTER TOTAL REQUEST	\$1,500,000								\$1,500,000

EXPENSE CATEGORY

Personnel	\$965,482								\$965,482
Travel	\$4,372								\$4,372
Operating	\$70,000								\$70,000
Equipment	\$14,000								\$14,000
Contractual/Consultant	\$150,000								\$150,000
Training	\$12,125								\$12,125
Other Expenses	\$25,537								\$25,537
Indirect	\$258,484								\$258,484

TOTAL EXPENSE	\$1,500,000	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$1,500,000
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These boxes should equal 0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
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Total Indirect Cost	\$258,484
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Total Agency Budget	\$1,500,000
Percent of Subrecipient Budget	100%

B. Explain any items noted as pending:

C. Program Income Calculation:

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- Department of Health and Human Services policy allows no more than 10% flexibility of the total not to exceed amount of the subaward, within the approved Scope of Work/Budget. Subrecipient will obtain written permission to redistribute funds within categories. **Note: the redistribution cannot alter the total not to exceed amount of the subaward. Modifications in excess of 10% require a formal amendment.**
- Equipment purchased with these funds belongs to the federal program from which this funding was appropriated and shall be returned to the program upon termination of this agreement.
- Travel expenses, per diem, and other related expenses must conform to the procedures and rates allowed for State officers and employees. It is the Policy of the Board of Examiners to restrict contractors/ Subrecipients to the same rates and procedures allowed State Employees. The State of Nevada reimburses at rates comparable to the rates established by the US General Services Administration, with some exceptions (State Administrative Manual 0200.0 and 0320.0).

The Subrecipient agrees:

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

- Reimbursement may be requested monthly for expenses incurred in the implementation of the Scope of Work, within 15 days of the end of the previous month and no later than 15 days from the end of the subaward period which is **May 31, 2023**;
- Total reimbursement through this subaward will not exceed \$1,500,000;
- Requests for Reimbursement will be accompanied by supporting documentation, including a line item description of expenses incurred;
- Invoices may not be approved for payment until the program coordinator receives the appropriately timed progress reports;
- The Department reserves the right to conduct a site visit regarding this subaward and deliverables. If deliverables are not met for this subaward period, then the Department is not obligated to issue continuation funding; and
- Additional expenditure detail will be provided upon request from the Department.

Additionally, the Subrecipient agrees to provide:

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

The Department agrees:

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

Both parties agree:

- A site visit may be conducted during the subaward period.
- The Subrecipient will, in the performance of the Scope of Work specified in this subaward, perform functions and/or activities that could involve confidential information; therefore, the Subrecipient is requested to fill out Section G, which is specific to this subaward, and will be in effect for the term of this subaward.
- All reports of expenditures and requests for reimbursement processed by the Department are SUBJECT TO AUDIT.
- This subaward agreement may be TERMINATED by either party prior to the date set forth on the Notice of Subaward, provided the termination shall not be effective until 30 days after a party has served written notice upon the other party. This agreement may be terminated by mutual consent of both parties or unilaterally by either party without cause. The parties expressly agree that this Agreement shall be terminated immediately if for any reason the Department, state, and/or federal funding ability to satisfy this Agreement is withdrawn, limited, or impaired.

Financial Reporting Requirements

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

CDPHP and Nevada Wellness Attribution Requirements:

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

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DEPARTMENT OF HEALTH AND HUMAN SERVICES
DIVISION OF PUBLIC & BEHAVIORAL HEALTH
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Funding Attribution

Identify the source of funding on all printed documents purchased or produced within the scope of this subaward, using a statement similar to: "This publication (journal, article, etc.) was supported by the Nevada State Division of Public and Behavioral Health through Grant Number 1 NH75OT000092-01-00 from the Centers for Disease Control and Prevention (CDC). Its contents are solely the responsibility of the authors and do not necessarily represent the official views of the Division nor the CDC."

Any activities performed under this subaward shall acknowledge the funding was provided through the Division by Grant Number 1 NH75OT000092-01-00 from the CDC.

Nevada Wellness Logo

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

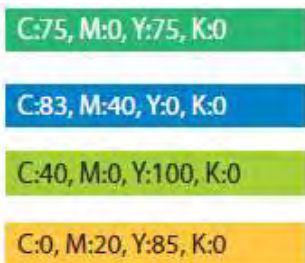
Usage Guidelines

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

○ **PMS Colors:**



○ **CMYK Colors:**



○ **RGB Colors:**

RGB Colors
Green: R: 43 G: 182 B: 115
Blue: R: 2 G: 130 B: 198
Lime Green: R: 166 G: 206 B: 57
Yellow: R: 255 G: 200 B: 67

**STATE OF NEVADA
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SECTION D**

Agency Ref. #: **SG 25456**
 Budget Account: 3220
 GL: 8516
 Draw #: _____

Request for Reimbursement

Program Name: COVID-19 Health Disparities Chronic Disease Prevention and Health Promotion (CDPHP) Bureau of Child, Family and Community Wellness (CFCW)	Subrecipient's Name: Washoe County Health District
Address: 4150 Technology Way, Suite #200 Carson City, NV 89706-2009	Address: <u>1001 E 9th Street</u> <u>Reno, NV 89512-2845</u>
Subaward Period: Upon approval through May 31, 2023	Subrecipient's: EIN: 88-6000138 Vendor #: T40283400Q

FINANCIAL REPORT AND REQUEST FOR REIMBURSEMENT

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

Month(s) Calendar year

Approved Budget Category	A Approved Budget	B Total Prior Requests	C Current Request	D Year to Date Total	E Budget Balance	F Percent Expended
1. Personnel	\$965,482.00	\$0.00	\$0.00	\$0.00	\$965,482.00	0.0%
2. Travel	\$4,372.00	\$0.00	\$0.00	\$0.00	\$4,372.00	0.0%
3. Operating	\$70,000.00	\$0.00	\$0.00	\$0.00	\$70,000.00	0.0%
4. Equipment	\$14,000.00	\$0.00	\$0.00	\$0.00	\$14,000.00	0.0%
5. Contractual/Consultant	\$150,000.00	\$0.00	\$0.00	\$0.00	\$150,000.00	0.0%
6. Training	\$12,125.00	\$0.00	\$0.00	\$0.00	\$12,125.00	0.0%
7. Other	\$25,537.00	\$0.00	\$0.00	\$0.00	\$25,537.00	0.0%
8. Indirect	\$258,484.00	\$0.00	\$0.00	\$0.00	\$258,484.00	0.0%
Total	\$1,500,000.00	\$0.00	\$0.00	\$0.00	\$1,500,000.00	0.0%

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

 Authorized Signature Title Date

FOR Department USE ONLY

Is program contact required? Yes No Contact Person: _____

Reason for contact: _____

Fiscal review/approval date: _____

Scope of Work review/approval date: _____

Chief (as required): _____ Date

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SECTION E

Audit Information Request

1. Non-Federal entities that **expend** \$750,000.00 or more in total federal awards are required to have a single or program-specific audit conducted for that year, in accordance with 2 CFR § 200.501(a).
2. Did your organization expend \$750,000 or more in all federal awards during your organization's most recent fiscal year? YES NO
3. When does your organization's fiscal year end? _____
4. What is the official name of your organization? _____
5. How often is your organization audited? _____
6. When was your last audit performed? _____
7. What time-period did your last audit cover? _____
8. Which accounting firm conducted your last audit? _____

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

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SECTION F

Current or Former State Employee Disclaimer

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

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

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

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

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

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

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

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

STATE OF NEVADA
DEPARTMENT OF HEALTH AND HUMAN SERVICES
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NOTICE OF SUBAWARD

SECTION G

Business Associate Addendum

BETWEEN

Nevada Department of Health and Human Services

Hereinafter referred to as the "Covered Entity"

and

Washoe County Health District

Hereinafter referred to as the "Business Associate"

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

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

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

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

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

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

1. **Breach** means the unauthorized acquisition, access, use, or disclosure of protected health information which compromises the security or privacy of the protected health information. The full definition of breach can be found in 42 USC 17921 and 45 CFR 164.402.
2. **Business Associate** shall mean the name of the organization or entity listed above and shall have the meaning given to the term under the Privacy and Security Rule and the HITECH Act. For full definition refer to 45 CFR 160.103.
3. **CFR** stands for the Code of Federal Regulations.
4. **Agreement** shall refer to this Addendum and that particular agreement to which this Addendum is made a part.
5. **Covered Entity** shall mean the name of the Department listed above and shall have the meaning given to such term under the Privacy Rule and the Security Rule, including, but not limited to 45 CFR 160.103.
6. **Designated Record Set** means a group of records that includes protected health information and is maintained by or for a covered entity or the Business Associate that includes, but is not limited to, medical, billing, enrollment, payment, claims adjudication, and case or medical management records. Refer to 45 CFR 164.501 for the complete definition.
7. **Disclosure** means the release, transfer, provision of, access to, or divulging in any other manner of information outside the entity holding the information as defined in 45 CFR 160.103.
8. **Electronic Protected Health Information** means individually identifiable health information transmitted by electronic media or maintained in electronic media as set forth under 45 CFR 160.103.
9. **Electronic Health Record** means an electronic record of health-related information on an individual that is created, gathered, managed, and consulted by authorized health care clinicians and staff. Refer to 42 USC 17921.
10. **Health Care Operations** shall have the meaning given to the term under the Privacy Rule at 45 CFR 164.501.
11. **Individual** means the person who is the subject of protected health information and is defined in 45 CFR 160.103.
12. **Individually Identifiable Health Information** means health information, in any form or medium, including demographic information collected from an individual, that is created or received by a covered entity or a business associate of the covered entity and relates to the past, present, or future care of the individual. Individually identifiable health information is information that identifies the individual directly or there is a reasonable basis to believe the information can be used to identify the individual. Refer to 45 CFR 160.103.
13. **Parties** shall mean the Business Associate and the Covered Entity.
14. **Privacy Rule** shall mean the HIPAA Regulation that is codified at 45 CFR Parts 160 and 164, Subparts A, D and E.
15. **Protected Health Information** means individually identifiable health information transmitted by electronic media, maintained in electronic media, or transmitted or maintained in any other form or medium. Refer to 45 CFR 160.103 for the complete definition.

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16. **Required by Law** means a mandate contained in law that compels an entity to make a use or disclosure of protected health information and that is enforceable in a court of law. This includes but is not limited to: court orders and court-ordered warrants; subpoenas, or summons issued by a court; and statutes or regulations that require the provision of information if payment is sought under a government program providing public benefits. For the complete definition refer to 45 CFR 164.103.
17. **Secretary** shall mean the Secretary of the federal Department of Health and Human Services (HHS) or the Secretary's designee.
18. **Security Rule** shall mean the HIPAA regulation that is codified at 45 CFR Parts 160 and 164 Subparts A and C.
19. **Unsecured Protected Health Information** means protected health information that is not rendered unusable, unreadable, or indecipherable to unauthorized individuals through the use of a technology or methodology specified by the Secretary in the guidance issued in Public Law 111-5. Refer to 42 USC 17932 and 45 CFR 164.402.
20. **USC** stands for the United States Code.

II. OBLIGATIONS OF THE BUSINESS ASSOCIATE.

1. **Access to Protected Health Information.** The Business Associate will provide, as directed by the Covered Entity, an individual or the Covered Entity access to inspect or obtain a copy of protected health information about the Individual that is maintained in a designated record set by the Business Associate or, its agents or subcontractors, in order to meet the requirements of the Privacy Rule, including, but not limited to 45 CFR 164.524 and 164.504(e) (2) (ii) (E). If the Business Associate maintains an electronic health record, the Business Associate or, its agents or subcontractors shall provide such information in electronic format to enable the Covered Entity to fulfill its obligations under the HITECH Act, including, but not limited to 42 USC 17935.
2. **Access to Records.** The Business Associate shall make its internal practices, books and records relating to the use and disclosure of protected health information available to the Covered Entity and to the Secretary for purposes of determining Business Associate's compliance with the Privacy and Security Rule in accordance with 45 CFR 164.504(e)(2)(ii)(H).
3. **Accounting of Disclosures.** Promptly, upon request by the Covered Entity or individual for an accounting of disclosures, the Business Associate and its agents or subcontractors shall make available to the Covered Entity or the individual information required to provide an accounting of disclosures in accordance with 45 CFR 164.528, and the HITECH Act, including, but not limited to 42 USC 17935. The accounting of disclosures, whether electronic or other media, must include the requirements as outlined under 45 CFR 164.528(b).
4. **Agents and Subcontractors.** The Business Associate must ensure all agents and subcontractors to whom it provides protected health information agree in writing to the same restrictions and conditions that apply to the Business Associate with respect to all protected health information accessed, maintained, created, retained, modified, recorded, stored, destroyed, or otherwise held, transmitted, used or disclosed by the agent or subcontractor. The Business Associate must implement and maintain sanctions against agents and subcontractors that violate such restrictions and conditions and shall mitigate the effects of any such violation as outlined under 45 CFR 164.530(f) and 164.530(e)(1).
5. **Amendment of Protected Health Information.** The Business Associate will make available protected health information for amendment and incorporate any amendments in the designated record set maintained by the Business Associate or, its agents or subcontractors, as directed by the Covered Entity or an individual, in order to meet the requirements of the Privacy Rule, including, but not limited to, 45 CFR 164.526.
6. **Audits, Investigations, and Enforcement.** The Business Associate must notify the Covered Entity immediately upon learning the Business Associate has become the subject of an audit, compliance review, or complaint investigation by the Office of Civil Rights or any other federal or state oversight agency. The Business Associate shall provide the Covered Entity with a copy of any protected health information that the Business Associate provides to the Secretary or other federal or state oversight agency concurrently with providing such information to the Secretary or other federal or state oversight agency. The Business Associate and individuals associated with the Business Associate are solely responsible for all civil and criminal penalties assessed as a result of an audit, breach, or violation of HIPAA or HITECH laws or regulations. Reference 42 USC 17937.
7. **Breach or Other Improper Access, Use or Disclosure Reporting.** The Business Associate must report to the Covered Entity, in writing, any access, use or disclosure of protected health information not permitted by the agreement, Addendum or the Privacy and Security Rules. The Covered Entity must be notified immediately upon discovery or the first day such breach or suspected breach is known to the Business Associate or by exercising reasonable diligence would have been known by the Business Associate in accordance with 45 CFR 164.410, 164.504(e)(2)(ii)(C) and 164.308(b) and 42 USC 17921. The Business Associate must report any improper access, use or disclosure of protected health information by: The Business Associate or its agents or subcontractors. In the event of a breach or suspected breach of protected health information, the report to the Covered Entity must be in writing and include the following: a brief description of the incident; the date of the incident; the date the incident was discovered by the Business Associate; a thorough description of the unsecured protected health information that was involved in the incident; the number of individuals whose protected health information was involved in the incident; and the steps the Business Associate is taking to investigate the incident and to protect against further incidents. The Covered Entity will determine if a breach of unsecured protected health information has occurred and will notify the Business Associate of the determination. If a breach of unsecured protected health information is determined, the Business Associate must take prompt corrective action to cure any such deficiencies and mitigate any significant harm that may have occurred to individual(s) whose information was disclosed inappropriately.
8. **Breach Notification Requirements.** If the Covered Entity determines a breach of unsecured protected health information by the Business Associate has occurred, the Business Associate will be responsible for notifying the individuals whose unsecured protected health information was breached in accordance with 42 USC 17932 and 45 CFR 164.404 through 164.406. The Business Associate must provide evidence to the Covered Entity that appropriate notifications to individuals and/or media, when necessary, as specified in 45 CFR 164.404 and 45 CFR 164.406 has occurred. The Business Associate is responsible for all costs associated with notification to individuals, the media or others as well as costs associated with mitigating future breaches. The Business Associate must notify the Secretary of all breaches in accordance with 45 CFR 164.408 and must provide the Covered Entity with a copy of all notifications made to the Secretary.
9. **Breach Pattern or Practice by Covered Entity.** Pursuant to 42 USC 17934, if the Business Associate knows of a pattern of activity or practice of the Covered Entity that constitutes a material breach or violation of the Covered Entity's obligations under the Contract or Addendum, the Business Associate must immediately report the problem to the Secretary.
10. **Data Ownership.** The Business Associate acknowledges that the Business Associate or its agents or subcontractors have no ownership rights with respect to the protected health information it accesses, maintains, creates, retains, modifies, records, stores, destroys, or otherwise holds, transmits, uses or discloses.
11. **Litigation or Administrative Proceedings.** The Business Associate shall make itself, any subcontractors, employees, or agents assisting the Business Associate in the performance of its obligations under the agreement or Addendum, available to the Covered Entity, at no cost

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to the Covered Entity, to testify as witnesses, or otherwise, in the event litigation or administrative proceedings are commenced against the Covered Entity, its administrators or workforce members upon a claimed violation of HIPAA, the Privacy and Security Rule, the HITECH Act, or other laws relating to security and privacy.

12. **Minimum Necessary.** The Business Associate and its agents and subcontractors shall request, use and disclose only the minimum amount of protected health information necessary to accomplish the purpose of the request, use or disclosure in accordance with 42 USC 17935 and 45 CFR 164.514(d)(3).
13. **Policies and Procedures.** The Business Associate must adopt written privacy and security policies and procedures and documentation standards to meet the requirements of HIPAA and the HITECH Act as described in 45 CFR 164.316 and 42 USC 17931.
14. **Privacy and Security Officer(s).** The Business Associate must appoint Privacy and Security Officer(s) whose responsibilities shall include: monitoring the Privacy and Security compliance of the Business Associate; development and implementation of the Business Associate's HIPAA Privacy and Security policies and procedures; establishment of Privacy and Security training programs; and development and implementation of an incident risk assessment and response plan in the event the Business Associate sustains a breach or suspected breach of protected health information.
15. **Safeguards.** The Business Associate must implement safeguards as necessary to protect the confidentiality, integrity, and availability of the protected health information the Business Associate accesses, maintains, creates, retains, modifies, records, stores, destroys, or otherwise holds, transmits, uses or discloses on behalf of the Covered Entity. Safeguards must include administrative safeguards (e.g., risk analysis and designation of security official), physical safeguards (e.g., facility access controls and workstation security), and technical safeguards (e.g., access controls and audit controls) to the confidentiality, integrity and availability of the protected health information, in accordance with 45 CFR 164.308, 164.310, 164.312, 164.316 and 164.504(e)(2)(ii)(B). Sections 164.308, 164.310 and 164.312 of the CFR apply to the Business Associate of the Covered Entity in the same manner that such sections apply to the Covered Entity. Technical safeguards must meet the standards set forth by the guidelines of the National Institute of Standards and Technology (NIST). The Business Associate agrees to only use or disclose protected health information as provided for by the agreement and Addendum and to mitigate, to the extent practicable, any harmful effect that is known to the Business Associate, of a use or disclosure, in violation of the requirements of this Addendum as outlined under 45 CFR 164.530(e)(2)(f).
16. **Training.** The Business Associate must train all members of its workforce on the policies and procedures associated with safeguarding protected health information. This includes, at a minimum, training that covers the technical, physical and administrative safeguards needed to prevent inappropriate uses or disclosures of protected health information; training to prevent any intentional or unintentional use or disclosure that is a violation of HIPAA regulations at 45 CFR 160 and 164 and Public Law 111-5; and training that emphasizes the criminal and civil penalties related to HIPAA breaches or inappropriate uses or disclosures of protected health information. Workforce training of new employees must be completed within 30 days of the date of hire and all employees must be trained at least annually. The Business Associate must maintain written records for a period of six years. These records must document each employee that received training and the date the training was provided or received.
17. **Use and Disclosure of Protected Health Information.** The Business Associate must not use or further disclose protected health information other than as permitted or required by the agreement or as required by law. The Business Associate must not use or further disclose protected health information in a manner that would violate the requirements of the HIPAA Privacy and Security Rule and the HITECH Act.

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

1. **Permitted Uses and Disclosures:**
 - a. Except as otherwise limited in this Addendum, the Business Associate may use or disclose protected health information to perform functions, activities, or services for, or on behalf of, the Covered Entity as specified in the agreement, provided that such use or disclosure would not violate the HIPAA Privacy and Security Rule or the HITECH Act, if done by the Covered Entity in accordance with 45 CFR 164.504(e)(2)(i) and 42 USC 17935 and 17936.
 - b. Except as otherwise limited by this Addendum, the Business Associate may use or disclose protected health information received by the Business Associate in its capacity as a Business Associate of the Covered Entity, as necessary, for the proper management and administration of the Business Associate, to carry out the legal responsibilities of the Business Associate, as required by law or for data aggregation purposes in accordance with 45 CFR 164.504(e)(2)(A), 164.504(e)(4)(i)(A), and 164.504(e)(2)(i)(B).
 - c. Except as otherwise limited in this Addendum, if the Business Associate discloses protected health information to a third party, the Business Associate must obtain, prior to making any such disclosure, reasonable written assurances from the third party that such protected health information will be held confidential pursuant to this Addendum and only disclosed as required by law or for the purposes for which it was disclosed to the third party. The written agreement from the third party must include requirements to immediately notify the Business Associate of any breaches of confidentiality of protected health information to the extent it has obtained knowledge of such breach. Refer to 45 CFR 164.502 and 164.504 and 42 USC 17934.
 - d. The Business Associate may use or disclose protected health information to report violations of law to appropriate federal and state authorities, consistent with 45 CFR 164.502(j)(1).
2. **Prohibited Uses and Disclosures:**
 - a. Except as otherwise limited in this Addendum, the Business Associate shall not disclose protected health information to a health plan for payment or health care operations purposes if the patient has required this special restriction and has paid out of pocket in full for the health care item or service to which the protected health information relates in accordance with 42 USC 17935.
 - b. The Business Associate shall not directly or indirectly receive remuneration in exchange for any protected health information, as specified by 42 USC 17935, unless the Covered Entity obtained a valid authorization, in accordance with 45 CFR 164.508 that includes a specification that protected health information can be exchanged for remuneration.

IV. **OBLIGATIONS OF COVERED ENTITY**

1. The Covered Entity will inform the Business Associate of any limitations in the Covered Entity's Notice of Privacy Practices in accordance with 45 CFR 164.520, to the extent that such limitation may affect the Business Associate's use or disclosure of protected health information.

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

V. **TERM AND TERMINATION**

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

VI. **MISCELLANEOUS**

1. **Amendment.** The parties agree to take such action as is necessary to amend this Addendum from time to time for the Covered Entity to comply with all the requirements of the Health Insurance Portability and Accountability Act (HIPAA) of 1996, Public Law No. 104-191 and the Health Information Technology for Economic and Clinical Health Act (HITECH) of 2009, Public Law No. 111-5.
2. **Clarification.** This Addendum references the requirements of HIPAA, the HITECH Act, the Privacy Rule and the Security Rule, as well as amendments and/or provisions that are currently in place and any that may be forthcoming.
3. **Indemnification.** Each party will indemnify and hold harmless the other party to this Addendum from and against all claims, losses, liabilities, costs and other expenses incurred as a result of, or arising directly or indirectly out of or in conjunction with:
 - a. Any misrepresentation, breach of warranty or non-fulfillment of any undertaking on the part of the party under this Addendum; and
 - b. Any claims, demands, awards, judgments, actions, and proceedings made by any person or organization arising out of or in any way connected with the party's performance under this Addendum.
4. **Interpretation.** The provisions of the Addendum shall prevail over any provisions in the agreement that may conflict or appear inconsistent with any provision in this Addendum. This Addendum and the agreement shall be interpreted as broadly as necessary to implement and comply with HIPAA, the HITECH Act, the Privacy Rule and the Security Rule. The parties agree that any ambiguity in this Addendum shall be resolved to permit the Covered Entity and the Business Associate to comply with HIPAA, the HITECH Act, the Privacy Rule and the Security Rule.
5. **Regulatory Reference.** A reference in this Addendum to a section of the HITECH Act, HIPAA, the Privacy Rule and Security Rule means the sections as in effect or as amended.
6. **Survival.** The respective rights and obligations of Business Associate under Effect of Termination of this Addendum shall survive the termination of this Addendum.

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

AHSO_AH	
DHO	KD

Staff Report
Board Meeting Date: September 23, 2021

DATE: September 13, 2021
TO: District Board of Health
FROM: Kristen Palmer, Fiscal Compliance Officer
775-328-2419, kpalmer@washoecounty.us
SUBJECT: Approve the Grant Agreement from the U.S. Environmental Protection Agency (EPA) in the amount of \$200,000.00 for the period October 1, 2021 through September 30, 2024 for the Air Quality Management, EPA EN Grant and authorize the District Health Officer to execute the Agreement and any future amendments.

SUMMARY

The Air Quality Management Division received a Grant Agreement #OS-84029301 from the EPA, which will provide grant funding for the project to enhance IT and data management capabilities that facilitate the electronic collection, reporting, exchange, sharing and integration of the full range of data that informs the business of environmental protection. A copy of the Grant Agreement is attached for the period October 1, 2021 through September 30, 2024. The Agreement was received on August 30, 2021.

District Health Strategic Priorities supported by this item:

- 2. Healthy Environment:** Create a healthier environment that allows people to safely enjoy everything Washoe County has to offer.
- 6. Financial Stability:** Enable the Health District to make long-term commitments in areas that will positively impact the community's health by growing reliable sources of income.

PREVIOUS ACTION

No previous action this fiscal year.

BACKGROUND

The Environmental Information Exchange Network (EN) is a partner-inspired, developed, implemented and governed information network. It facilitates environmental data sharing among EPA, states, tribes and territories. The EN facilitates the sharing of environmental data, especially through shared and reusable services; streamlines data collection and exchanges to improve timelines for decision making; increases the quality and access to environmental data;

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reduces burden and costs for co-regulators and the regulated community; and supports better decisions on environmental and health issues.

This Award will provide funding to enhance IT and data management capabilities that facilitate the electronic collection, reporting, exchange, sharing and integration of the full range of data that informs the business of environmental protection.

FISCAL IMPACT

Should the Board approve this subaward, a request will be made to the Board of County Commissioners to amend the adopted FY22 budget, increasing it by \$200,000.00 in the following accounts:

<u>Account Number</u>		<u>Description</u>	<u>Amount of Increase</u>
2002-IO-TBD	-431100	Federal Grants - Revenue	\$ 200,000.00
2002-IO-TBD	-710110	Contracted/Temp Services	\$ 200,000.00

RECOMMENDATION

It is recommended the District Board of Health approve the Grant Agreement from the U.S. Environmental Protection Agency (EPA) in the amount of \$200,000.00 for the period October 1, 2021 through September 30, 2024 for the Air Quality Management, EPA EN Grant and authorize the District Health Officer to execute the Agreement and any future amendments.

POSSIBLE MOTION

Should the Board agree with staff's recommendation, a possible motion would be: "Move to Grant Agreement from the U.S. Environmental Protection Agency (EPA) in the amount of \$200,000.00 for the period October 1, 2021 through September 30, 2024 for the Air Quality Management, EPA EN Grant and authorize the District Health Officer to execute the Agreement and any future amendments."

	U.S. ENVIRONMENTAL PROTECTION AGENCY Grant Agreement	GRANT NUMBER (FAIN): 84029301 MODIFICATION NUMBER: 0 PROGRAM CODE: OS	DATE OF AWARD 08/20/2021
		TYPE OF ACTION New	MAILING DATE 08/27/2021
		PAYMENT METHOD: ASAP	ACH# 90104
		RECIPIENT TYPE: County	
RECIPIENT: Washoe Cnty Dist Hlth Dept 1001 East Ninth Street, Building B Reno, NV 89512-2845 EIN: 88-6000138		PAYEE: Administrative Services Officer Washoe County Health District 1001 East Ninth Street, Building B Reno, NV 89512-2845	
PROJECT MANAGER Francisco Vega 1001 East Ninth Street, Building B Reno, NV 89512-2845 E-Mail: fvega@washoecounty.us Phone: 775-784-7211		EPA PROJECT OFFICER Wendy Fong 75 Hawthorne Street, MSD-5-1 San Francisco, CA 94105 E-Mail: fong.wendy@epa.gov Phone: 415-972-3631	
		EPA GRANT SPECIALIST Jennifer Brooks 1200 Pennsylvania Ave., NW 3903R Washington, DC 20603 E-Mail: brooks.jennifer@epa.gov Phone: 202-564-6374	
PROJECT TITLE AND DESCRIPTION FY 2021 EN Grant Washoe County Health District This project will enhance IT and data management capabilities that facilitate the electronic collection, reporting, exchange, sharing and integration of the full range of data that informs the business of environmental protection. The recipient will develop an electronic reporting system that will eliminate annual hard copy emissions inventory submittals for over 1,200 regulated facilities. This will result in the Air Quality Management Division (AQMD) to streamline permitted facility data collected and utilized by the Planning, Permitting, and Compliance Branches. Expected outcomes of the project include: reducing costs associated with submission and processing of emission data reports; and improving accessibility and analysis of emission reports to air quality jurisdictions responsible for compliance and enforcement. Beneficiaries include: Washoe County Health District air program staff; regulated facilities reporting air emission data; air quality jurisdictions responsible for compliance and enforcement; and the State of Nevada staff working on the State Implementation Plan (SIP) development. There are no subrecipients under this award.			
BUDGET PERIOD 10/01/2021 - 09/30/2024	PROJECT PERIOD 10/01/2021 - 09/30/2024	TOTAL BUDGET PERIOD COST \$200,000.00	TOTAL PROJECT PERIOD COST \$200,000.00
NOTICE OF AWARD Based on your Application dated 03/31/2021 including all modifications and amendments, the United States acting by and through the US Environmental Protection Agency (EPA) hereby awards \$200,000.00. EPA agrees to cost-share 100.00% of all approved budget period costs incurred, up to and not exceeding total federal funding of \$200,000.00. Recipient's signature is not required on this agreement. The recipient demonstrates its commitment to carry out this award by either: 1) drawing down funds within 21 days after the EPA award or amendment mailing date; or 2) not filing a notice of disagreement with the award terms and conditions within 21 days after the EPA award or amendment mailing date. If the recipient disagrees with the terms and conditions specified in this award, the authorized representative of the recipient must furnish a notice of disagreement to the EPA Award Official within 21 days after the EPA award or amendment mailing date. In case of disagreement, and until the disagreement is resolved, the recipient should not draw down on the funds provided by this award/amendment, and any costs incurred by the recipient are at its own risk. This agreement is subject to applicable EPA regulatory and statutory provisions, all terms and conditions of this agreement and any attachments.			
ISSUING OFFICE (GRANTS MANAGEMENT OFFICE)		AWARD APPROVAL OFFICE	
ORGANIZATION / ADDRESS Grants and Interagency Agreement Management Division 1200 Pennsylvania Ave, NW Mail code 3903R Washington, DC 20460		ORGANIZATION / ADDRESS Environmental Protection Agency, Office of Mission Support OMS - Office of Mission Support 1200 Pennsylvania Ave, NW Washington, DC 20460	
THE UNITED STATES OF AMERICA BY THE U.S. ENVIRONMENTAL PROTECTION AGENCY			
Digital signature applied by EPA Award Official for Jill Young - Chief - Grants Management Branch Phillip Schindel - Associate Award Official			DATE 08/20/2021

EPA Funding Information

FUNDS	FORMER AWARD	THIS ACTION	AMENDED TOTAL
EPA Amount This Action	\$0	\$200,000	\$200,000
EPA In-Kind Amount	\$0	\$0	\$0
Unexpended Prior Year Balance	\$0	\$0	\$0
Other Federal Funds	\$0	\$0	\$0
Recipient Contribution	\$0	\$0	\$0
State Contribution	\$0	\$0	\$0
Local Contribution	\$0	\$0	\$0
Other Contribution	\$0	\$0	\$0
Allowable Project Cost	\$0	\$200,000	\$200,000

Assistance Program (CFDA)	Statutory Authority	Regulatory Authority
66.608 - Environmental Information Exchange Network Grant Program and Related Assistance	2021 Consolidated Appropriations Act (PL 116-260)	2 CFR 200, 2 CFR 1500 and 40 CFR 33

Fiscal									
Site Name	Req No	FY	Approp. Code	Budget Organization	PRC	Object Class	Site/Project	Cost Organization	Obligation / Deobligation
-	21YMIGM031	21	E1	YMDC	000Y21	4183	-	YM46100	\$200,000
									\$200,000

Budget Summary Page

Table A - Object Class Category (Non-Construction)	Total Approved Allowable Budget Period Cost
1. Personnel	\$0
2. Fringe Benefits	\$0
3. Travel	\$0
4. Equipment	\$0
5. Supplies	\$0
6. Contractual	\$200,000
7. Construction	\$0
8. Other	\$0
9. Total Direct Charges	\$200,000
10. Indirect Costs: 0.00 % Base NA	\$0
11. Total (Share: Recipient <u>0.00</u> % Federal <u>100.00</u> %)	\$200,000
12. Total Approved Assistance Amount	\$200,000
13. Program Income	\$0
14. Total EPA Amount Awarded This Action	\$200,000
15. Total EPA Amount Awarded To Date	\$200,000

Administrative Conditions

A. General Terms and Conditions

The recipient agrees to comply with the current EPA general terms and conditions available at: <https://www.epa.gov/grants/epa-general-terms-and-conditions-effective-november-12-2020-or-later>.

These terms and conditions are in addition to the assurances and certifications made as a part of the award and the terms, conditions, or restrictions cited throughout the award.

The EPA repository for the general terms and conditions by year can be found at: <https://www.epa.gov/grants/grant-terms-and-conditions#general>.

B. Correspondence Condition

The terms and conditions of this agreement require the submittal of reports, specific requests for approval, or notifications to EPA. Unless otherwise noted, all such correspondence should be sent to the following email addresses:

- Federal Financial Reports (SF-425): rtpfc-grants@epa.gov and ***brooks.jennifer@epa.gov***
- MBE/WBE reports (EPA Form 5700-52A): ***Suzanne Hersh, DBE Coordinator; mbe.wbe@epa.gov***
- All other forms/certifications/assurances, Indirect Cost Rate Agreements, Requests for Extensions of the Budget and Project Period, Amendment Requests, Requests for other Prior Approvals, updates to recipient information (including email addresses, changes in contact information or changes in authorized representatives) and other notifications: ***fong.wendy@epa.gov***
- Payment requests (if applicable): ***fong.wendy@epa.gov***
- Quality Assurance documents, workplan revisions, equipment lists, programmatic reports and deliverables: ***fong.wendy@epa.gov***

C. Prompt Payment Act

In accordance with Section 2(d) of the Prompt Payment Act (P.L. 97-177), Federal funds may not be used by the recipient for the payment of interest penalties to contractors when bills are paid late nor may interest penalties be used to satisfy cost sharing requirements. Obligations to pay such interest penalties will not be obligations of the United States.

D. Inventions

Rights to inventions made under this assistance agreement are subject to the provisions of Title 37 Code of Federal Regulations (CFR), Part 401, 'Rights to Inventions Made by Nonprofit Organizations and Small Business Firms under Government Grants, Contracts, and Cooperative Agreements', as revised through the date of this assistance agreement.

E. No Feds

The recipient understands that none of the funds for this project (including funds contributed by the recipient as cost sharing) may be used to pay for the travel of Federal employees or for other costs associated with Federal participation in this project. Except however, if a Federal agency is selected through the recipient's procurement process to carry out some of the work as a contractor to the recipient, funds may be used to allow necessary Federal travel and other costs associated with Federal participation in this project.

F. Payment to Consultants

EPA participation in the salary rate (excluding overhead) paid to individual consultants retained by recipients or by a recipient's contractors or subcontractors shall be limited to the maximum daily rate for a Level IV of the Executive Schedule (formerly GS-18), to be adjusted annually. This limit applies to consultation services of designated individuals with specialized skills who are paid at a daily or hourly rate. As of January 1, 2021, the limit is \$661.23 per day and \$82.65 per hour. This rate does not include transportation and subsistence costs for travel performed (the recipient will pay these in accordance with their normal travel reimbursement practices). Subagreements with firms for services which are awarded using the procurement requirements in Subpart D of 2 CFR 200, are not affected by this limitation unless the terms of the contract provide the recipient with responsibility for the selection, direction and control of the individuals who will be providing services under the contract at an hourly or daily rate of compensation. See 2 CFR 1500.9.

Programmatic Conditions

A. PERFORMANCE REPORTING AND FINAL PERFORMANCE REPORT

Exchange Network grant award recipients must submit semi-annual progress reports to the EPA Regional Project Officer electronically through EPA's Central Data Exchange (CDX). To register for a CDX account, grantees must visit https://cdx.epa.gov/epa_home.asp and complete the steps required for registration. A training PowerPoint presentation is available for grantees submitting semi-annual progress reporting forms through CDX and can be found at <https://cdx.epa.gov/FAQ#IEPBQ1>. These progress reports must be submitted within one month of the end of each reporting period. The first reporting period is from the award issuance date to March 31, 2021, and the first report will be due to the EPA Regional Project Officer on April 30, 2021. Subsequent reports will be due every six months thereafter, until the project is completed, and the reporting periods will be as follows:

- 1) April 1 through September 30 (report due October 31) and
- 2) October 1 through March 31 (report due April 30).

At a minimum, semi-annual progress reports must include the following:

- 1) an update on the schedule and status of carrying out the project, including any problems encountered and suggestions to overcome them;
- 2) an explanation of expenditures to date, with expenditures linked to project results;
- 3) information on each of the following areas:
 - a) a comparison of actual accomplishments with the anticipated outputs/outcomes specified in the assistance agreement work plan;
 - b) the reasons why anticipated outputs/outcomes were not met (if applicable); and
 - c) other pertinent information, including, when appropriate, analysis and explanation of cost overruns or high unit costs. The recipient agrees to notify EPA of problems, delays, or adverse conditions which materially impair the ability to meet the outputs/outcomes specified in the assistance agreement work plan.

Grantees must submit semi-annual reports even when the grantee has not made progress during the reporting period.

In addition to the semi-annual progress reports, the award recipient must submit (electronically through CDX) a final report to the EPA Project Officer within 120 days after the expiration or termination of the approved project period. The final report shall document project activities over the entire project period and shall include information on each of the following areas:

- 1) a comparison of actual accomplishments with the anticipated outputs/outcomes specified in the assistance agreement work plan;

- 2) the reasons why anticipated outputs/outcomes were not met (if applicable); and
- 3) other pertinent information, including, when appropriate, analysis and explanation of cost overruns or high unit costs. The recipient agrees to notify EPA of problems, delays, or adverse conditions which materially impair the ability to meet the outputs/outcomes specified in the assistance agreement work plan.

B. CYBERSECURITY CONDITION

- (a) The recipient agrees that when collecting and managing environmental data under this assistance agreement, it will protect the data by following all applicable State or Tribal law cybersecurity requirements.
- (b) (1) EPA must ensure that any connections between the recipient's network or information system and EPA networks used by the recipient to transfer data under this agreement, are secure. For purposes of this Section, a connection is defined as a dedicated persistent interface between an Agency IT system and an external IT system for the purpose of transferring information. Transitory, user-controlled connections such as website browsing are excluded from this definition.

If the recipient's connections as defined above do not go through the Environmental Information Exchange Network or EPA's Central Data Exchange, the recipient agrees to contact the EPA Project Officer (PO) no later than 90 days after the date of this award and work with the designated Regional/Headquarters Information Security Officer to ensure that the connections meet EPA security requirements, including entering into Interconnection Service Agreements as appropriate. This condition does not apply to manual entry of data by the recipient into systems operated and used by EPA's regulatory programs for the submission of reporting and/or compliance data.

- (2) The recipient agrees that any subawards it makes under this agreement will require the subrecipient to comply with the requirements in (b)(1) if the subrecipient's network or information system is connected to EPA networks to transfer data to the Agency using systems other than the Environmental Information Exchange Network or EPA's Central Data Exchange. The recipient will be in compliance with this condition: by including this requirement in subaward agreements; and during subrecipient monitoring deemed necessary by the recipient under 2 CFR 200.331(d), by inquiring whether the subrecipient has contacted the EPA Project Officer. Nothing in this condition requires the recipient to contact the EPA Project Officer on behalf of a subrecipient or to be involved in the negotiation of an Interconnection Service Agreement between the subrecipient and EPA.

C. QUALITY ASSURANCE TERMS/CONDITIONS

Within 90 days of the award issuance date, the award recipient must submit a tailored Quality Assurance Reporting Form (QARF) to the EPA Regional Project Officer for approval. The form can be obtained at <https://www.epa.gov/exchangenetwork/exchange-network-grant-program>. This tailored QARF must describe the project's relevant QA criteria, how the recipient will ensure adherence with the QA criteria, and how the recipient will confirm and

document that the project deliverables meet the QA criteria. Specifically, the tailored QARF shall include the following:

- a) the QA criteria (with specific references or guidelines) that relate to each task as described in the project work plan;
- b) how the recipient will ensure adherence to the identified QA criteria (and specific references and guidelines) throughout the course of the project (e.g., management approaches, task-specific QA training for staff and/or contractors, periodic QA checks and corrective measures as needed, etc.); and
- c) how the recipient will confirm and document that the project deliverables for each task in the work plan adhere to the identified QA criteria (and specific references, and guidelines). For example, an applicant whose project involves the development of an Exchange Network node should verify that the node meets all of the Network Node Specifications and that it passes the relevant operational tests using the Network Node Test Site. See <http://www.exchangenetwork.net/> for more information.

D. REUSING EXISTING EN TOOLS and SERVICES

These terms and conditions will facilitate the leveraging of reusable tools and services, reducing building

costs and increasing efficiencies for the Exchange Network.

1. The recipient shall work with their Regional Exchange Network Coordinator (RENC) to register the reuse of existing resources developed under this grant at the time of grant closeout.

Applicants may use several tools to help identify opportunities to reuse or build on the work of other partner agencies:

- Search past EN grant projects on the EPA Exchange Network Grants website. Past project records on the EN Grants website now contain information, where available, on reusable components that were developed as part of the project. To find any registered reusable components visit <https://www.epa.gov/exchangenetwork/previous-exchange-network-grant-projects>.
- Search EECIP to find project ideas, project partners, and reuse opportunities. The E-Enterprise Community Inventory Platform or EECIP (<https://www.eecip.net>) is an online community and living project inventory for employees of federal, tribal, territorial and state environmental agencies to enter information about agency projects, technical environment and their own professional interests.
- Search the SSRC to find potentially reusable code, services, software, and other tools. The Shared Services Resource Catalog (SSRC) is part of EPA's System of Registries (<https://sscatalog.epa.gov/sharedservicecatalog/search>). It is both a catalog of EPA, state, tribal and territory services and a registry of XML schema, widgets, plug-ins, web

services and many other resources all of which can be reused by others.

E. REGISTERING NEW EXCHANGE NETWORK RESOURCES

These terms and conditions will enable future developers to leverage and reuse these EN tools in order to save time and money in future endeavors.

1. The recipient shall work with their Regional Exchange Network Coordinator (RENC) to create a record, containing relevant metadata and descriptions, for all new Exchange Network nodes, data flows and services developed under this grant at the time of grant closeout.

F. USE of LOGOS

If the EPA logo is appearing along with logos from other participating entities on websites, outreach materials, or reports, it must not be prominently displayed to imply that any of the recipient or subrecipient's activities are being conducted by the EPA. Instead, the EPA logo should be accompanied with a statement indicating that the Washoe County Health District received financial support from the EPA under an Assistance Agreement. More information is available at: <https://www.epa.gov/stylebook/using-epa-seal-and-logo#policy>

Staff Report
Board Meeting Date: September 23, 2021

DATE: September 2, 2021
TO: District Board of Health
FROM: Kristen Palmer, Fiscal Compliance Officer
 775-328-2419, kpalmer@washoecounty.us
 Kathy Sobrio, Public Health Nurse Supervisor
 775-328-2477, ksobrio@washoecounty.us

SUBJECT: Approve a Subaward from the State of Nevada Department of Health and Human Services, Division of Public & Behavioral Health retroactive to July 1, 2021 through June 30, 2022 in the total amount of \$224,171.00 (no match required) in support of the Community and Clinical Health Services Division (CCHS) Immunization Program IO# 11851 and authorize the District Health Officer to execute the Notice of Subaward and any future amendments.

SUMMARY

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

District Board of Health strategic priority:

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

PREVIOUS ACTION

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

BACKGROUND

This Award supports the Immunization program mission to public health by reducing vaccine-preventable disease through immunization in collaboration and cooperation with community partners. The scope of work includes conducting Vaccine for Children (VFC) compliance visits, performing Assessment, Feedback, Incentives and Exchanges (AFIX) visits, perinatal Hepatitis B prevention, Childhood catch-up special project activities, and support of community seasonal influenza vaccination activities.

The Subgrant provides funding for personnel, operating, other, and indirect expenditures.

FISCAL IMPACT

The program anticipated funding and included it in the FY22 adopted budget; therefore, no budget amendment is necessary.

RECOMMENDATION

It is recommended that the Washoe County District Board of Health approve a Subaward from the State of Nevada Department of Health and Human Services, Division of Public & Behavioral Health retroactive to July 1, 2021 through June 30, 2022 in the total amount of \$224,171.00 (no match required) in support of the Community and Clinical Health Services Division (CCHS) Immunization Program IO# 11851 and authorize the District Health Officer to execute the Notice of Subaward and any future amendments.

POSSIBLE MOTION

Should the Board agree with staff's recommendation, a possible motion would be: "Move to approve a Subaward from the State of Nevada Department of Health and Human Services, Division of Public & Behavioral Health retroactive to July 1, 2021 through June 30, 2022 in the total amount of \$224,171.00 (no match required) in support of the Community and Clinical Health Services Division (CCHS) Immunization Program IO# 11851 and authorize the District Health Officer to execute the Notice of Subaward and any future amendments."



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

Agency Ref. #: **SG 25386**
 Budget Account: 3213
 Category: 20
 GL: 8516
 Job Number: 9326822

NOTICE OF SUBAWARD

Program Name: Nevada State Immunization Program Office of Bureau of Child, Family & Community Wellness Shannon Bennett, sbennett@health.nv.gov	Subrecipient's Name: Washoe County Health District (WCHD)
Address: 4150 Technology Way, Suite 210 Carson City, NV 89706-2009	Address: 1001 E. 9 th St. Reno, NV 89512-2845
Subaward Period: 07/01/2021 through 06/30/2022	Subrecipient's: EIN: <u>88-6000138</u> Vendor #: <u>T40283400 Q</u> Dun & Bradstreet: <u>073786998</u>

Purpose of Award: To eliminate cases of vaccine preventable diseases in Washoe County by raising immunization rates and through case management under the provisions of Perinatal Hepatitis B Prevention.

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

Approved Budget Categories:		FEDERAL AWARD COMPUTATION:	
1. Personnel	\$196,540.00	Total Obligated by this Action:	\$ 224,171.00
2. Travel	\$0.00	Cumulative Prior Awards this Budget Period:	\$ 0.00
3. Operating	\$351.00	Total Federal Funds Awarded to Date:	\$ 224,171.00
4. Equipment	\$0.00	Match Required <input type="checkbox"/> Y <input checked="" type="checkbox"/> N	
5. Contractual/Consultant	\$0.00	Amount Required this Action:	\$ 0.00
6. Training	\$0.00	Amount Required Prior Awards:	\$ 0.00
7. Other	\$1,491.00	Total Match Amount Required:	\$ 0.00
TOTAL DIRECT COSTS	\$198,382.00	Research and Development (R&D) <input type="checkbox"/> Y <input checked="" type="checkbox"/> N	
8. Indirect Costs	\$25,789.00	Federal Budget Period: 07/01/2021 – 06/30/2022	
TOTAL APPROVED BUDGET	\$224,171.00	Federal Project Period: 07/01/2019 – 06/30/2024	

Source of Funds: Immunization and Vaccines for Children	% Funds: 100%	CFDA: 93.268	FAIN: NH23IP922609	Federal Grant #: 5 NH23IP922609-03-00	Grant Award Date by Federal Agency: 07/01/2021
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Agency Approved Indirect Rate: 7.4% **Subrecipient Approved Indirect Rate:** 13%

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

- This award is subject to the availability of appropriate funds.
- Expenditures must comply with any statutory guidelines, the DHHS Grant Instructions and Requirements, and the State Administrative Manual.
- Expenditures must be consistent with the narrative, goals and objectives, and budget as approved and documented
- Subrecipient must comply with all applicable Federal regulations
- Quarterly progress reports are due by the 30th of each month following the end of the quarter, unless specific exceptions are provided in writing by the grant administrator.
- Financial Status Reports and Requests for Funds must be submitted monthly, unless specific exceptions are provided in writing by the grant administrator.

Incorporated Documents: Section A: Grant Conditions and Assurances; Section B: Description of Services, Scope of Work and Deliverables; Section C: Budget and Financial Reporting Requirements; Section D: Request for Reimbursement;	Section E: Audit Information Request; Section F: Current/Former State Employee Disclaimer; and Section G: DHHS Business Associate Addendum
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Name	Signature	Date
Kevin Dick District Health Officer		
Karissa Loper, MPH Health Bureau Chief, CFCW		
For Lisa Sherych Administrator, DPBH		

**STATE OF NEVADA
DEPARTMENT OF HEALTH AND HUMAN SERVICES
DIVISION OF PUBLIC & BEHAVIORAL HEALTH
NOTICE OF SUBAWARD
SECTION A
GRANT CONDITIONS AND ASSURANCES**

General Conditions

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

Grant Assurances

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

1. Adopt and maintain a system of internal controls which results in the fiscal integrity and stability of the organization, including the use of Generally Accepted Accounting Principles (GAAP).
2. Compliance with state insurance requirements for general, professional, and automobile liability; workers' compensation and employer's liability; and, if advance funds are required, commercial crime insurance.
3. These grant funds will not be used to supplant existing financial support for current programs.
4. No portion of these grant funds will be subcontracted without prior written approval unless expressly identified in the grant agreement.
5. Compliance with the requirements of the Civil Rights Act of 1964, as amended, and the Rehabilitation Act of 1973, P.L. 93-112, as amended, and any relevant program-specific regulations, and shall not discriminate against any employee for employment because of race, national origin, creed, color, sex, religion, age, disability or handicap condition (including AIDS and AIDS-related conditions).
6. Compliance with the Americans with Disabilities Act of 1990 (P.L. 101-136), 42 U.S.C. 12101, as amended, and regulations adopted there under contained in 28 CFR 26.101-36.999 inclusive, and any relevant program-specific regulations.
7. Compliance with Title 2 of the Code of Federal Regulations (CFR) and any guidance in effect from the Office of Management and Budget (OMB) related (but not limited to) audit requirements for grantees that expend \$750,000 or more in Federal awards during the grantee's fiscal year must have an annual audit prepared by an independent auditor in accordance with the terms and requirements of the appropriate circular. **To acknowledge this requirement, Section E of this notice of subaward must be completed.**
8. Compliance with the Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387), as amended—Contracts and subgrants of amounts in excess of \$150,000 must contain a provision that requires the non-Federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).
9. Certification that neither the Recipient nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency. This certification is made pursuant to regulations implementing Executive Order 12549, Debarment and Suspension, 28 C.F.R. pt. 67 § 67.510, as published as pt. VII of May 26, 1988, Federal Register (pp. 19150-19211).

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

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

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

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

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SECTION B

Description of Services, Scope of Work and Deliverables

The intent of this subgrant is to eliminate cases of vaccine preventable diseases in Washoe County by raising immunization rates and through case management under the provisions of Perinatal Hepatitis B Prevention.

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

Scope of Work for Washoe County Health District (July 1, 2021 to June 30, 2022)

Objective	Activities	Outputs	Timeline Begin/Completion	Target Population	Evaluation Measure (Indicator)
1.1 Perform a VFC compliance visit with 50% of enrolled VFC providers in jurisdiction during the grant period.	<ul style="list-style-type: none"> Conduct VFC compliance visits identified by the NSIP. 	<ul style="list-style-type: none"> Completion of VFC Compliance visits for 50% of enrolled VFC Providers. Submit VFC Compliance Visit data in PEAR while in the provider office or the same day of the visit. 100% of the time. Send Acknowledgement of Receipt to the state. 	<p>Begins 7/1/2021 Ends 6/30/2022</p>	Washoe County VFC Providers	<ul style="list-style-type: none"> 50% of enrolled VFC providers in jurisdiction received a completed Compliance Visit during the grant period. 100% of questionnaires completed in PEAR on the day of the compliance visit. 100% of Acknowledgement of Receipts sent to the state.
1.2 Ensure that all VFC providers complete the mandatory VFC annual training. Document in PEAR and send documentation to the state.	<ul style="list-style-type: none"> Notify providers of mandatory VFC annual training. Make sure all VFC provider vaccine coordinators and back up coordinators complete the mandatory VFC training annually. 	<ul style="list-style-type: none"> Document annual VFC training during the compliance visit OR collect CDC's "You Call the Shots" certificates for modules 10 & 16 OR perform onsite VFC training. Document the training in PEAR. Send training documentation to the state. 	<p>Begins 7/1/2021 Ends 6/30/2022</p>	Washoe County VFC Provider Primary and Back-up Vaccine Coordinators	<ul style="list-style-type: none"> 100% Documentation of annual VFC training in PEAR 100% submission of CDC training certificates to NSIP.

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<p>1.3 Move short dated publicly supplied vaccine(s) within jurisdiction to prevent expiration and waste.</p>	<ul style="list-style-type: none"> Relocate short-dated vaccine(s) upon request from NSIP. 	<ul style="list-style-type: none"> Complete Vaccine Transfer Form(s) and submit to NSIP Vaccine Manager. Document all requested vaccine transfers for monthly reporting. 	<p>Begins 7/1/2021 Ends 6/30/2022</p>	<p>Washoe County enrolled providers (VFC, State, 317)</p>	<ul style="list-style-type: none"> Report the number of doses of vaccine relocated each month to prevent expiration or wastage.
<p>1.4 Monitor provider's borrowing and VFC eligibility documentation at 6 months and 12 months after the compliance visit.</p>	<ul style="list-style-type: none"> At 6 months and 12 months after a VFC compliance visit, generate a NV Webiz borrowing report and VFC Category Patient Count report. 	<ul style="list-style-type: none"> If WEBIZ reports show the provider has borrowed VFC vaccine, request the completed CDC-borrowing reports and ensure that all VFC doses of vaccine have been paid back. If the provider has any "UNKNOWNs" on the VFC Category Patient Count report, instruct the provider to correct the UNKNOWN VFC eligibility in WEBIZ. 	<p>Begins 7/1/2021 Ends 6/30/2022</p>	<p>Washoe County VFC Providers</p>	<ul style="list-style-type: none"> 100% of VFC borrowed doses replaced. ZERO unknown VFC eligibility patients in WEBIZ provider profile for 2021 and 2022.
<p>1.5 Conduct VFC Compliance Visits on 100% of newly enrolled VFC providers no sooner than 90 days and no later than 120 days after enrollment.</p>	<ul style="list-style-type: none"> Conduct VFC compliance visits on newly enrolled VFC providers within 90-120 days of enrollment: 	<ul style="list-style-type: none"> Submit VFC Compliance Visit data in PEAR while in the provider office or the same of the visit 100% of the time. Send Acknowledgement of Receipt to the state. 	<p>Begins 7/1/2021 Ends 6/30/2022</p>	<p>Newly enrolled Washoe County VFC Providers- NSIP will inform WCHD when new providers enroll in their jurisdiction</p>	<ul style="list-style-type: none"> 100% of newly enrolled VFC providers in Washoe County receive a VFC compliance visit within 90-120 days of enrollment.
<p>1.6 Ensure all WCHD QA coordinators will complete mandatory VFC annual training.</p>	<ul style="list-style-type: none"> Complete CDC "You Call the Shots" Modules 10 &16 Attend the statewide immunization meeting. 	<ul style="list-style-type: none"> Send certificates of completion of modules 10 & 16 to the state Sign into the statewide immunization meeting. 	<p>Begins 7/1/2021 Ends 6/30/2022</p>	<p>WCHD QA Coordinators</p>	<ul style="list-style-type: none"> 100% of WCHD QA Coordinators complete annual VFC training and attend the statewide immunization meeting.

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Goal 2: Work with eligible VFC providers to implement immunization quality improvement and monitor the impact on vaccination coverage.			
Objective	Activities	Outputs	Evaluation Measure (Indicator)
2.1 Conduct childhood and teen assessments of a minimum of 25% of eligible VFC-enrolled providers during the current budget period.	<ul style="list-style-type: none"> Complete initial IQIP visits with 25% of VFC providers. Childhood assessments (2 year old cohort) include the 4.3.1.3.3.1,4 series. Teen assessments (13 year old's) include 1 Tdap, 1 MCV4, 1 HPV and UTD HPV. 	<ul style="list-style-type: none"> Generate assessment rates from NV WEBIZ. Enter visit information and assessment rates in REDCap within 5 days of the visit. 	<p>Timeline Begin/Completion Begins 7/1/2021 Ends 6/30/2022</p> <p>Target Population Washoe County VFC Providers</p> <ul style="list-style-type: none"> 25 % of enrolled VFC providers received initial IQIP assessment of 2-year old & 13-year old patients. 100% of initial IQIP Visit information entered in REDCap within 5 days of the visit.
2.2 Select 2 quality improvement (QI) measures with each assessed provider and follow the institution of these measures over the grant period	<ul style="list-style-type: none"> Complete the Assessment Questionnaire and assist the Provider in selecting 2 QI measures during the feedback session. Document implementation of the measures over the grant period. 	<ul style="list-style-type: none"> Document Assessment in REDCap, including Provider's chosen QI measures. Follow up with the providers at 2 months and 6 months to monitor the institution of these QI measures. Document progress on selected QI activities in REDCap at 2 months and 6 months Assessment at 6 months is optional but reason needs to be documented. 	<p>Timeline Begin/Completion Begins 7/1/2021 Ends 6/30/2022</p> <p>Target Population Washoe County VFC Providers</p> <ul style="list-style-type: none"> 25% of enrolled VFC providers will select two quality improvement measures and institute the measures. 100% of Information will be entered into REDCap within 5 days of the visit.
2.3 Complete IQIP visits that were initiated in the previous grant period	<ul style="list-style-type: none"> Complete IQIP visits that were initiated in the previous grant period. 	<ul style="list-style-type: none"> Generate the assessment rates in NV WebIZ. Enter the visit and assessment information into REDCap within 5 days of the visit. 	<p>Timeline Begin/Completion Begins 7/1/2021 Ends 6/30/2022</p> <p>Target Population Washoe County VFC Providers</p> <ul style="list-style-type: none"> 100% of the IQIP 12-month follow-up visits will be completed 100% of Information will be entered into REDCap within 5 days of the visit.

Goal 3: Use IIS data to inform and manage IQIP assessment activities. vaccination coverage.			
Objective	Activities	Outputs	Evaluation Measure (Indicator)
3.1 Utilize Nevada WebIZ to generate the provider assessments and immunization coverage reports.	<ul style="list-style-type: none"> Instruct and educate VFC Providers how to obtain assessment and immunization reports. IQIP Consultants will generate Childhood and adolescent assessments from NV WEBIZ. 	<ul style="list-style-type: none"> VFC Providers independently generate assessment and immunization reports. After combining duplicate records, IQIP Consultants will generate childhood and adolescent rates from NV WEBIZ. 	<p>Timeline Begin/Completion Begins 7/1/2021 Ends 6/30/2022</p> <p>Target Population VFC Providers and IQIP Consultants</p> <ul style="list-style-type: none"> 100% of assessments will be generated from NV WEBIZ.

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Goal 4: Ensure hepatitis B virus (HBV)-exposed newborns receive post exposure prophylaxis (PEP) per ACIP recommendations.			
Objective	Activities	Outputs	Evaluation Measure (Indicator)
4.1 Collaborate with statewide birthing hospitals receiving VFC funding to develop, strengthen, or maintain policies and procedures to ensure missed opportunities for post-exposure prophylaxis are avoided.	<ul style="list-style-type: none"> Review WC birthing hospitals' policies and procedures. Provide technical assistance, education and resources to staff to ensure missed opportunities for post exposure prophylaxis are avoided. 	<ul style="list-style-type: none"> Written recommendations for improvement for WC birthing hospitals, if needed. Reduce missed opportunities for post-exposure prophylaxis 	<ul style="list-style-type: none"> # of WC Birthing Hospital's policies reviewed. Written summary of changes recommended and implemented. Timely completion of post-exposure prophylaxis and Hep B vaccines in birthing hospitals
4.2 Provide online educational materials as well as in person and phone consultations to HBsAg-positive pregnant women on how their newborn will be medically managed to prevent mother-to-infant transmission of the virus.	<ul style="list-style-type: none"> Provide educational materials with online resources and phone consultation with HBsAg positive pregnant women. 	<ul style="list-style-type: none"> HBsAg positive pregnant women will understand how their infant will be medically managed to prevent mother-to-child transmission of the virus. Documentation of in-person and phone consultations with HBsAg-positive pregnant women. 	<ul style="list-style-type: none"> # of HBsAg positive women who receive consultations during the budget period. Timely completion of post-exposure prophylaxis, Hep B vaccine series completion and post-vaccine serology testing

Goal 5: Ensure HBV-exposed infants complete the hepatitis B vaccine series and receive post vaccination serology testing per ACIP recommendations.			
Objective	Activities	Outputs	Evaluation Measure (Indicator)
5.1 Provide case management services for HBV-exposed infants until the hepatitis B vaccine series is completed with all valid doses and post-vaccination serology testing has been performed. This also includes educating health providers and families on the immunization schedule for HBV-exposed infants. Case managers will continually monitor hepatitis B vaccine administration data to ensure doses are valid and meet the minimum intervals per ACIP recommendations as well as educate providers and families, on appropriate PVST (i.e., timing, correct test) per	<ul style="list-style-type: none"> Case management, including educating health providers and families of HBV-exposed infant(s) until hepatitis B vaccine series and PVST is completed. Review WCHD lost-to-follow-up protocols outlined in Jurisdiction's Policies and Procedures and update if needed. 	<ul style="list-style-type: none"> Documentation of communications with health providers and families of HBV-exposed infants. Documentation of any changes to lost-to-follow-up protocols. Timely completion of hepatitis B series, fourth dose administered to low birthweight babies-per CDC recommendation, and post-vaccine serology testing. 	<ul style="list-style-type: none"> # of communications & communication attempts with health providers and families # and content of changes made to lost-to-follow-up protocols # of Hepatitis B series completion # of post vaccine serology testing completed

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<p>ACIP recommendations. Continuation of case management services will be consistent until HBV-exposed infant receives PVST based off of ACIP recommendations. Lost-to-follow-up protocols will be outlined in the policy and protocols manual to be applied to all enrolled infants in the jurisdiction.</p>					
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Required Special Project:
Childhood immunization rates suffered due to the COVID-19 Pandemic and the statewide shutdown. Children and adolescents throughout Nevada need catchup immunizations to bring them up-to-date.

Goal RSP1: Engage in activities that increase vaccination rates in children and adolescents.					
Objective	Activities	Outputs	Timeline Begin/Completion	Target Population	Evaluation Measure (Indicator)
<p>RSP 1.1 Using NV WebIZ and other data sources, assess childhood and/or adolescent immunization rates and missed immunizations.</p>	<ul style="list-style-type: none"> • Generate WCHD IZ Clinic immunization rates and missed immunizations using WebIZ • Generate reminder/recall report using WebIZ • Assess need for additional clinic appointments to meet the needs of children and adolescents for catch-up immunizations 	<ul style="list-style-type: none"> • Assessment of WCHD IZ clinic childhood and/or adolescent immunization rates and missed immunizations • Send reminder/recall letter to families whose children are due for vaccinations or are already behind (recall) on their vaccinations • Additional appointments including walk-in appointments added to schedule to accommodate children and adolescents' catch-up immunizations 	<p>Begins 7/1/2021 Ends 6/30/2022</p>	<p>Children and/or adolescents who are not up to date with their immunizations.</p>	<ul style="list-style-type: none"> • Increase up to date childhood and adolescent vaccine rates in WCHD Immunization Clinic and/or community • # of reminder/ recall letter sent to families • # of appointments added
<p>RSP 1.2 Work with your provider community to conduct activities to bring children and/or adolescents up-to-date.</p>	<ul style="list-style-type: none"> • Collaborate with Immunize Nevada, WCSD and other community partners to conduct offsite Immunization clinics to bring children and/or adolescents up to date with their immunizations. 	<ul style="list-style-type: none"> • Outreach clinics 	<p>Begins 7/1/2021 Ends 6/30/2022</p>	<p>Children and/or adolescents who are not up to date with their immunizations.</p>	<ul style="list-style-type: none"> • # of offsite clinics held including # of children and adolescents served and # and types of vaccines administered

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

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

SECTION C

Budget and Financial Reporting Requirements

Identify the source of funding on all printed documents purchased or produced within the scope of this subaward, using a statement similar to: "This publication (journal, article, etc.) was supported by the Nevada State Division of Public and Behavioral Health through Grant Number 5 NH23IP922609-03-00 from The Centers for Disease Control and Prevention (CDC). Its contents are solely the responsibility of the authors and do not necessarily represent the official views of the Division nor The CDC."

Any activities performed under this subaward shall acknowledge the funding was provided through the Division by Grant Number 5 NH23IP922609-03-00 from The Centers for Disease Control and Prevention (CDC).

Funding Sources: Nevada Immunization & Vaccine for Children Federal Grant (CDC) **% Funds:** 100%

Subrecipient agrees to adhere to the following budget:

VFC OPS

Applicant Name: Washoe County Health District

BUDGET NARRATIVE

					Budget Ceiling	\$	43,829.00
Total Personnel Costs					including fringe	Total:	\$ 38,414.00
-							
	<u>Annual Salary</u>	<u>Fringe Rate</u>	<u>% of Time</u>	<u>Months</u>	<u>Percent of Months worked Annual</u>	<u>Amount Requested</u>	
N. Mertz - Public Health Nurse II PCN #70002203	\$97,295.43	47.232%	12.6555%	12	100.00%	\$18,129.00	
	<u>Annual Salary</u>	<u>Fringe Rate</u>	<u>% of Time</u>	<u>Months</u>	<u>Percent of Months worked Annual</u>	<u>Amount Requested</u>	
K. Behrendt - Public Health Nurse II PCN # 70002210	\$88,432.34	43.365%	16.00%	12	100.00%	\$20,285.00	
-							
Total Fringe Cost		\$11,952				Total Salary Cost:	\$26,462.40
Total Budgeted FTE		0.28656					
Travel					Total:	\$0.00	
Out-of-State Travel					\$0.00		
<u>Title of Trip & Destination such as CDC Conference: San Diego, CA</u>	<u>Cost</u>	<u># of Trips</u>	<u># of days</u>	<u># of Staff</u>			
In-State Travel					\$0.00		
<u>Origin & Destination - NV Statewide Meeting</u>	<u>Cost</u>	<u># of Trips</u>	<u># of days</u>	<u># of Staff</u>			
Justification: Mileage for VFC/IQIP visits.							
Operating					Total:	\$0.00	
Equipment					Total:	\$0.00	
Describe equipment					\$0.00		
Contractual					\$0.00		
-							
<u>Name of Contractor, Subrecipient:</u>					Total	\$0	
-							
Training					Total:	\$0.00	
Describe training					\$0.00		
Other					Total:	\$373.00	

**STATE OF NEVADA
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NOTICE OF SUBAWARD**

Copier Lease & Copies: \$49.167/month x 12 months x 25%) \$147.50

Registration: Nevada Health Conference (\$150/ day x 2 days x 3 staff x 25%) \$225.00

Justification: Copies and copier lease expense. Registration - Nevada Health Conference Registration for 3 staff

TOTAL DIRECT CHARGES			\$38,787.00
Indirect Charges	Indirect Rate:	13.000%	\$5,042.00
Indirect Methodology: 13% Indirect Rate			
TOTAL BUDGET	Total:	\$43,829.00	

VFC AFIX

Applicant Name: Washoe County Health District

BUDGET NARRATIVE

						Budget Ceiling	\$ 131,489.00		
Total Personnel Costs						including fringe	Total:	\$ 115,244.00	
-									
	<u>Annual Salary</u>	<u>Fringe Rate</u>	<u>% of Time</u>	<u>Months</u>	<u>Percent of Months worked Annual</u>	<u>Amount Requested</u>			
N. Mertz - Public Health Nurse II PCN #70002203	\$97,295.43	47.232%	39.738%	12	100.00%	\$56,925.00			
	<u>Annual Salary</u>	<u>Fringe Rate</u>	<u>% of Time</u>	<u>Months</u>	<u>Percent of Months worked Annual</u>	<u>Amount Requested</u>			
K. Behrendt - Public Health Nurse II PCN # 70002210	\$88,432.34	43.365%	46.00000%	12	100.00%	\$58,319.00			
-									
Total Fringe Cost		\$35,902				Total Salary Cost:	\$79,342.13		
Total Budgeted FTE		0.85738							
Travel								Total:	\$0.00
Out-of-State Travel								Total:	\$0.00
<u>Title of Trip & Destination such as CDC Conference: San Diego, CA</u>	<u>Cost</u>	<u># of Trips</u>	<u># of days</u>	<u># of Staff</u>					
In-State Travel								Total:	\$0.00
<u>Origin & Destination</u>	<u>Cost</u>	<u># of Trips</u>	<u># of days</u>	<u># of Staff</u>					
Justification: Mileage for VFC/IQIP visits.									
Operating								Total:	\$0.00
Equipment								Total:	\$0.00
Describe equipment				\$0.00					
Contractual								Total:	\$0.00
Name of Contractor, Subrecipient:								Total	\$0
-									
Training								Total:	\$0.00
Describe training				\$0.00					
Other								Total:	\$1,118.00

**STATE OF NEVADA
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NOTICE OF SUBAWARD**

Copier Lease & Copies: \$49.167/month x 12 months x 75%) \$442.50

Registration: Nevada Health Conference (\$150/ day x 2 days x 3 staff x 75%) \$675.00

Justification: *Copies and copier lease expense. Registration - Nevada Health Conference Registration for 3 staff*

TOTAL DIRECT CHARGES	\$116,362.00
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Indirect Charges	Indirect Rate:	13.000%	\$15,127.00
Indirect Methodology: 13% Indirect Rate			

TOTAL BUDGET	Total:	\$131,489.00
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Peri Hep B

Applicant Name: Washoe County Health District

BUDGET NARRATIVE

Total Personnel Costs	including fringe	Budget Ceiling	\$ 6,601.00
		Total:	\$ 5,491.00

	<u>Annual Salary</u>	<u>Fringe Rate</u>	<u>% of Time</u>	<u>Months</u>	<u>Percent of Months worked Annual</u>	<u>Amount Requested</u>
L. Wilbert, Epi Peri Hep B Coordinator PCN #70010704	\$77,016.91	42.580%	5.000%	12	100.00%	\$5,491.00

	Total Fringe Cost	\$1,640		Total Salary Cost:	\$3,850.85
	Total Budgeted FTE	0.05000			

Travel		Total:	\$0.00
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Out-of-State Travel		Total:	\$0.00
<i>Title of Trip & Destination such as CDC Conference: San Diego, CA</i>	<u>Cost</u>	<u># of Trips</u>	<u># of days</u>

In-State Travel		Total:	\$0.00
<i>Hospital Visits, Statewide meeting</i>	<u>Cost</u>	<u># of Trips</u>	<u># of days</u>

Operating		Total:	\$351.00
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Office supplies \$ 29.25/mo. x 1 FTE staff x 12 mos. \$351.00

Equipment		Total:	\$0.00
Describe equipment \$0.00			

Contractual		Total:	\$0.00
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Name of Contractor, Subrecipient:	Total	\$0
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Training		Total:	\$0.00
Describe training \$0.00			

Other		Total:	\$0.00
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TOTAL DIRECT CHARGES	\$5,842.00
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Indirect Charges	Indirect Rate:	13.000%	\$759.00
Indirect Methodology: 13% Indirect Rate			

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TOTAL BUDGET	Total:	\$6,601.00
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Special Projects

Applicant Name: Washoe County Health District

BUDGET NARRATIVE

Total Personnel Costs	including fringe	Total:	Budget Ceiling	\$ 27,287.00
-			\$	24,148.00

	<u>Annual Salary</u>	<u>Fringe Rate</u>	<u>% of Time</u>	<u>Months</u>	<u>Percent of Months worked Annual</u>	<u>Amount Requested</u>
W. Altemeyer - Public Health Nurse II PCN #70002284	\$76,541.95	49.589%	15.000%	12	100.00%	\$17,175.00

	<u>Annual Salary</u>	<u>Fringe Rate</u>	<u>% of Time</u>	<u>Months</u>	<u>Percent of Months worked Annual</u>	<u>Amount Requested</u>
TBD - Public Health Nurse I PCN# 70002215	\$65,297.14	44.620%	7.3840%	12	100.00%	\$6,973.00

	Total Fringe Cost	\$7,845	Total Salary Cost:	\$16,302.83
	Total Budgeted FTE	0.22384		

Travel	Total:	\$0.00
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Out-of-State Travel	Total:	\$0.00
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<u>Title of Trip & Destination such as CDC Conference: San Diego, CA</u>	<u>Cost</u>	<u># of Trips</u>	<u># of days</u>	<u># of Staff</u>

In-State Travel	Total:	\$0.00
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<u>Origin & Destination</u>	<u>Cost</u>	<u># of Trips</u>	<u># of days</u>	<u># of Staff</u>

Operating	Total:	\$0.00
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Equipment	Total:	\$0.00
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Describe equipment	\$0.00
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Contractual	Total:	\$0.00
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Name of Contractor, Subrecipient:	Total	\$0
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Training	Total:	\$0.00
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Describe training	\$0.00
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Other	Total:	\$0.00
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TOTAL DIRECT CHARGES		\$24,148.00
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Indirect Charges	Indirect Rate:	13.000%	\$3,139.00
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Indirect Methodology: 13% Indirect Rate

TOTAL BUDGET	Total:	\$27,287.00
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CHILDHOOD CATCHUP

**STATE OF NEVADA
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Applicant Name: Washoe County Health District

BUDGET NARRATIVE

						Budget Ceiling	\$ 14,965.00	
Total Personnel Costs						including fringe	Total:	\$ 13,243.00
-								
	<u>Annual Salary</u>	<u>Fringe Rate</u>	<u>% of Time</u>	<u>Months</u>	<u>Percent of Months worked Annual</u>	<u>Amount Requested</u>		
W. Altemeyer - Public Health Nurse II PCN #70002284	\$76,986.00	44.100%	10.000%	12	100.00%	\$11,094.00		
	<u>Annual Salary</u>	<u>Fringe Rate</u>	<u>% of Time</u>	<u>Months</u>	<u>Percent of Months worked Annual</u>	<u>Amount Requested</u>		
TBD - Public Health Nurse I PCN# 70002215	\$65,297.14	44.620%	2.276%	12	100.00%	\$2,149.00		
-								
Total Fringe Cost		\$4,058				Total Salary Cost:	\$9,184.76	
Total Budgeted FTE		0.12276						
-								
Travel						Total:	\$0.00	
Out-of-State Travel						Total:	\$0.00	
<u>Title of Trip & Destination such as CDC Conference: San Diego, CA</u>	<u>Cost</u>	<u># of Trips</u>	<u># of days</u>	<u># of Staff</u>				
In-State Travel						Total:	\$0.00	
<u>Origin & Destination</u>	<u>Cost</u>	<u># of Trips</u>	<u># of days</u>	<u># of Staff</u>				
Operating						Total:	\$0.00	
Equipment						Total:	\$0.00	
Describe equipment							\$0.00	
Contractual						Total:	\$0.00	
-								
<u>Name of Contractor, Subrecipient:</u>						Total	\$0	
-								
Training						Total:	\$0.00	
Describe training							\$0.00	
Other						Total:	\$0.00	
TOTAL DIRECT CHARGES							\$13,243.00	
Indirect Charges						Indirect Rate:	13.000%	
Indirect Methodology: 13% Indirect Rate							\$1,722.00	
TOTAL BUDGET						Total:	\$14,965.00	

STATE OF NEVADA
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NOTICE OF SUBAWARD

Form 2

Applicant Name: Washoe County Health District
PROPOSED BUDGET SUMMARY

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

<u>FUNDING SOURCES</u>	VFC OPS	VFC AFIX	Peri Hep B	Special Project	Childhood Catch-up	TOTAL
SECURED						
ENTER TOTAL REQUEST	\$43,829.00	\$131,489.00	\$6,601.00	\$27,287.00	\$14,965.00	\$224,171.00

EXPENSE CATEGORY

Personnel	\$38,414.00	\$115,244.00	\$5,491.00	\$24,148.00	\$13,243.00	\$196,540.00
Travel	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Operating	\$0.00	\$0.00	\$351.00	\$0.00	\$0.00	\$351.00
Equipment	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Contractual/Consultant	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Training	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Other Expenses	\$373.00	\$1,118.00	\$0.00	\$0.00	\$0.00	\$1,491.00
Indirect	\$5,042.00	\$15,127.00	\$759.00	\$3,139.00	\$1,722.00	\$25,789.00

TOTAL EXPENSE	\$43,829.00	\$131,489.00	\$6,601.00	\$27,287.00	\$14,965.00	\$224,171.00
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These boxes should equal 0	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
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B. Explain any items noted as pending:

C. Program Income Calculation:

**STATE OF NEVADA
DEPARTMENT OF HEALTH AND HUMAN SERVICES
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- Department of Health and Human Services policy allows no more than 10% flexibility of the total not to exceed amount of the subaward, within the approved Scope of Work/Budget. Subrecipient will obtain written permission to redistribute funds within categories. **Note: the redistribution cannot alter the total not to exceed amount of the subaward. Modifications in excess of 10% require a formal amendment.**
- Equipment purchased with these funds belongs to the federal program from which this funding was appropriated and shall be returned to the program upon termination of this agreement.
- Travel expenses, per diem, and other related expenses must conform to the procedures and rates allowed for State officers and employees. It is the Policy of the Board of Examiners to restrict contractors/ Subrecipients to the same rates and procedures allowed State Employees. The State of Nevada reimburses at rates comparable to the rates established by the US General Services Administration, with some exceptions (State Administrative Manual 0200.0 and 0320.0).

The Subrecipient agrees:

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

- Nevada State Immunization Program must receive Requests for Reimbursement no later than the fifteenth (15th) day of each month for the prior month's actual expenses;
- **Total reimbursement through this subaward will not exceed \$224,171.00;**
- Requests for Reimbursement will be accompanied by supporting documentation, including a line item description of expenses incurred;
- Reimbursements will not be processed without all **mandatory reporting documents:**
 - Request for Reimbursement Form
 - Reimbursement Worksheet
 - Receipts for supplies, travel, equipment, and other items purchased
- Reimbursement is based on actual expenditures incurred during the period being reported. The Reimbursement Worksheet supplied should be used to tabulate and summarize the expenses by grant category and should be submitted with the other documents as described below;
 - Submit one hard copy via postal mail of original, signed Request for Reimbursement, Reimbursement Worksheet, and copies of receipts;
- Additional expenditure detail will be provided upon request from the Division.

Additionally, the Subrecipient agrees to provide:

- A complete financial accounting of all expenditures to the Department within 30 days of the **CLOSE OF THE SUBAWARD PERIOD**. Any un-obligated funds shall be returned to the Department at that time, or if not already requested, shall be deducted from the final award.
- Any work performed after the BUDGET PERIOD will not be reimbursed.
- If a Request for Reimbursement (RFR) is received after the 45-day closing period, the Department may not be able to provide reimbursement.
- If a credit is owed to the Department after the 45-day closing period, the funds must be returned to the Department within 30 days of identification.

The Department agrees:

- To provide technical assistance to subgrantee, upon request;
- Reimburse subgrantee for Scope of Work accomplished per subgrant upon proper documentation from subgrantee;
- Submit reimbursement request to the Division of Public and Behavioral Health Fiscal Services within five (5) business days but only upon receipt of all mandatory reporting documentation; and
- The Division reserves the right to hold reimbursement under this subaward until any delinquent forms, reports, and expenditure documentation are submitted to and accepted by the Division.

Both parties agree:

- Site visits will be conducted by the Division of Public and Behavioral Health on an annual basis, during this grant period, to ensure grant compliance. The subrecipient monitoring program is designed to meet the federal requirement of Subpart F—Audit Requirements as outlined in Title 2 CFR-Part 200. During the Site Visit the administrative, programmatic and financial activities related to the administration and compliance requirements of federal and state laws, regulations and grant programs will be reviewed.
- The Subrecipient will, in the performance of the Scope of Work specified in this subaward, perform functions and/or activities that could involve confidential information; therefore, the Subrecipient is requested to fill out Section G, which is specific to this subaward, and will be in effect for the term of this subaward.
- All reports of expenditures and requests for reimbursement processed by the Department are SUBJECT TO AUDIT.
- This subaward agreement may be TERMINATED by either party prior to the date set forth on the Notice of Subaward, provided the termination shall not be effective until 30 days after a party has served written notice upon the other party. This agreement may be terminated by mutual consent of both parties or unilaterally by either party without cause. The parties expressly agree that this Agreement shall be terminated immediately if for any reason the Department, state, and/or federal funding ability to satisfy this Agreement is withdrawn, limited, or impaired.

Financial Reporting Requirements

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

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SECTION D**

Agency Ref. #: **SG 25386**
 Budget Account: 3213
 GL: 8516
 Draw #: _____

Request for Reimbursement

Program Name: Nevada State of Immunization Program Bureau of Child, Family & Community Wellness	Subrecipient Name: Washoe County Health District (WCHD)
Address: 4150 Technology Way, Suite 210 Carson City, NV 89706-2009	Address: 1001 E. 9 th St. Reno, NV 89512-2845
Subaward Period: 07/01/2021-06/30/2022	Subrecipient's: EIN: 88-6000138 Vendor #: T40283400 Q

FINANCIAL REPORT AND REQUEST FOR REIMBURSEMENT

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

Month(s) Calendar year

Approved Budget Category	A Approved Budget	B Total Prior Requests	C Current Request	D Year to Date Total	E Budget Balance	F Percent Expended
1. Personnel	\$196,540.00	\$0.00	\$0.00	\$0.00	\$196,540.00	0.0%
2. Travel	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	-
3. Operating	\$351.00	\$0.00	\$0.00	\$0.00	\$351.00	0.0%
4. Equipment	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	-
5. Contractual/Consultant	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	-
6. Training	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	-
7. Other	\$1,491.00	\$0.00	\$0.00	\$0.00	\$1,491.00	0.0%
8. Indirect	\$25,789.00	\$0.00	\$0.00	\$0.00	\$25,789.00	0.0%
Total	\$224,171.00	\$0.00	\$0.00	\$0.00	\$224,171.00	0.0%
MATCH REPORTING						
	Approved Match Budget	Total Prior Reported Match	Current Match Reported	Year to Date Total	Match Balance	Percent Completed
<i>INSERT MONTH/QUARTER</i>	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	-

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

Authorized Signature _____ Title _____ Date _____

FOR Department USE ONLY

Is program contact required? Yes No Contact Person: _____

Reason for contact: _____

Fiscal review/approval date: _____

Scope of Work review/approval date: _____

Chief (as required): _____

Date _____

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SECTION E

Audit Information Request

1. Non-Federal entities that **expend** \$750,000.00 or more in total federal awards are required to have a single or program-specific audit conducted for that year, in accordance with 2 CFR § 200.501(a).
2. Did your organization expend \$750,000 or more in all federal awards during your organization's most recent fiscal year? YES NO
3. When does your organization's fiscal year end? _____
4. What is the official name of your organization? _____
5. How often is your organization audited? _____
6. When was your last audit performed? _____
7. What time-period did your last audit cover? _____
8. Which accounting firm conducted your last audit? _____

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

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SECTION F

Current or Former State Employee Disclaimer

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

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

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

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

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

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

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

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

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SECTION G

Business Associate Addendum

BETWEEN

Nevada Department of Health and Human Services

Hereinafter referred to as the "Covered Entity"

and

Washoe County Health District

Hereinafter referred to as the "Business Associate"

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

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

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

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

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

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

1. **Breach** means the unauthorized acquisition, access, use, or disclosure of protected health information which compromises the security or privacy of the protected health information. The full definition of breach can be found in 42 USC 17921 and 45 CFR 164.402.
2. **Business Associate** shall mean the name of the organization or entity listed above and shall have the meaning given to the term under the Privacy and Security Rule and the HITECH Act. For full definition refer to 45 CFR 160.103.
3. **CFR** stands for the Code of Federal Regulations.
4. **Agreement** shall refer to this Addendum and that particular agreement to which this Addendum is made a part.
5. **Covered Entity** shall mean the name of the Department listed above and shall have the meaning given to such term under the Privacy Rule and the Security Rule, including, but not limited to 45 CFR 160.103.
6. **Designated Record Set** means a group of records that includes protected health information and is maintained by or for a covered entity or the Business Associate that includes, but is not limited to, medical, billing, enrollment, payment, claims adjudication, and case or medical management records. Refer to 45 CFR 164.501 for the complete definition.
7. **Disclosure** means the release, transfer, provision of, access to, or divulging in any other manner of information outside the entity holding the information as defined in 45 CFR 160.103.
8. **Electronic Protected Health Information** means individually identifiable health information transmitted by electronic media or maintained in electronic media as set forth under 45 CFR 160.103.
9. **Electronic Health Record** means an electronic record of health-related information on an individual that is created, gathered, managed, and consulted by authorized health care clinicians and staff. Refer to 42 USC 17921.
10. **Health Care Operations** shall have the meaning given to the term under the Privacy Rule at 45 CFR 164.501.
11. **Individual** means the person who is the subject of protected health information and is defined in 45 CFR 160.103.
12. **Individually Identifiable Health Information** means health information, in any form or medium, including demographic information collected from an individual, that is created or received by a covered entity or a business associate of the covered entity and relates to the past, present, or future care of the individual. Individually identifiable health information is information that identifies the individual directly or there is a reasonable basis to believe the information can be used to identify the individual. Refer to 45 CFR 160.103.
13. **Parties** shall mean the Business Associate and the Covered Entity.
14. **Privacy Rule** shall mean the HIPAA Regulation that is codified at 45 CFR Parts 160 and 164, Subparts A, D and E.
15. **Protected Health Information** means individually identifiable health information transmitted by electronic media, maintained in electronic media, or transmitted or maintained in any other form or medium. Refer to 45 CFR 160.103 for the complete definition.

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16. **Required by Law** means a mandate contained in law that compels an entity to make a use or disclosure of protected health information and that is enforceable in a court of law. This includes but is not limited to: court orders and court-ordered warrants; subpoenas, or summons issued by a court; and statutes or regulations that require the provision of information if payment is sought under a government program providing public benefits. For the complete definition refer to 45 CFR 164.103.
17. **Secretary** shall mean the Secretary of the federal Department of Health and Human Services (HHS) or the Secretary's designee.
18. **Security Rule** shall mean the HIPAA regulation that is codified at 45 CFR Parts 160 and 164 Subparts A and C.
19. **Unsecured Protected Health Information** means protected health information that is not rendered unusable, unreadable, or indecipherable to unauthorized individuals through the use of a technology or methodology specified by the Secretary in the guidance issued in Public Law 111-5. Refer to 42 USC 17932 and 45 CFR 164.402.
20. **USC** stands for the United States Code.

II. OBLIGATIONS OF THE BUSINESS ASSOCIATE.

1. **Access to Protected Health Information.** The Business Associate will provide, as directed by the Covered Entity, an individual or the Covered Entity access to inspect or obtain a copy of protected health information about the Individual that is maintained in a designated record set by the Business Associate or, its agents or subcontractors, in order to meet the requirements of the Privacy Rule, including, but not limited to 45 CFR 164.524 and 164.504(e) (2) (ii) (E). If the Business Associate maintains an electronic health record, the Business Associate or, its agents or subcontractors shall provide such information in electronic format to enable the Covered Entity to fulfill its obligations under the HITECH Act, including, but not limited to 42 USC 17935.
2. **Access to Records.** The Business Associate shall make its internal practices, books and records relating to the use and disclosure of protected health information available to the Covered Entity and to the Secretary for purposes of determining Business Associate's compliance with the Privacy and Security Rule in accordance with 45 CFR 164.504(e)(2)(ii)(H).
3. **Accounting of Disclosures.** Promptly, upon request by the Covered Entity or individual for an accounting of disclosures, the Business Associate and its agents or subcontractors shall make available to the Covered Entity or the individual information required to provide an accounting of disclosures in accordance with 45 CFR 164.528, and the HITECH Act, including, but not limited to 42 USC 17935. The accounting of disclosures, whether electronic or other media, must include the requirements as outlined under 45 CFR 164.528(b).
4. **Agents and Subcontractors.** The Business Associate must ensure all agents and subcontractors to whom it provides protected health information agree in writing to the same restrictions and conditions that apply to the Business Associate with respect to all protected health information accessed, maintained, created, retained, modified, recorded, stored, destroyed, or otherwise held, transmitted, used or disclosed by the agent or subcontractor. The Business Associate must implement and maintain sanctions against agents and subcontractors that violate such restrictions and conditions and shall mitigate the effects of any such violation as outlined under 45 CFR 164.530(f) and 164.530(e)(1).
5. **Amendment of Protected Health Information.** The Business Associate will make available protected health information for amendment and incorporate any amendments in the designated record set maintained by the Business Associate or, its agents or subcontractors, as directed by the Covered Entity or an individual, in order to meet the requirements of the Privacy Rule, including, but not limited to, 45 CFR 164.526.
6. **Audits, Investigations, and Enforcement.** The Business Associate must notify the Covered Entity immediately upon learning the Business Associate has become the subject of an audit, compliance review, or complaint investigation by the Office of Civil Rights or any other federal or state oversight agency. The Business Associate shall provide the Covered Entity with a copy of any protected health information that the Business Associate provides to the Secretary or other federal or state oversight agency concurrently with providing such information to the Secretary or other federal or state oversight agency. The Business Associate and individuals associated with the Business Associate are solely responsible for all civil and criminal penalties assessed as a result of an audit, breach, or violation of HIPAA or HITECH laws or regulations. Reference 42 USC 17937.
7. **Breach or Other Improper Access, Use or Disclosure Reporting.** The Business Associate must report to the Covered Entity, in writing, any access, use or disclosure of protected health information not permitted by the agreement, Addendum or the Privacy and Security Rules. The Covered Entity must be notified immediately upon discovery or the first day such breach or suspected breach is known to the Business Associate or by exercising reasonable diligence would have been known by the Business Associate in accordance with 45 CFR 164.410, 164.504(e)(2)(ii)(C) and 164.308(b) and 42 USC 17921. The Business Associate must report any improper access, use or disclosure of protected health information by: The Business Associate or its agents or subcontractors. In the event of a breach or suspected breach of protected health information, the report to the Covered Entity must be in writing and include the following: a brief description of the incident; the date of the incident; the date the incident was discovered by the Business Associate; a thorough description of the unsecured protected health information that was involved in the incident; the number of individuals whose protected health information was involved in the incident; and the steps the Business Associate is taking to investigate the incident and to protect against further incidents. The Covered Entity will determine if a breach of unsecured protected health information has occurred and will notify the Business Associate of the determination. If a breach of unsecured protected health information is determined, the Business Associate must take prompt corrective action to cure any such deficiencies and mitigate any significant harm that may have occurred to individual(s) whose information was disclosed inappropriately.
8. **Breach Notification Requirements.** If the Covered Entity determines a breach of unsecured protected health information by the Business Associate has occurred, the Business Associate will be responsible for notifying the individuals whose unsecured protected health information was breached in accordance with 42 USC 17932 and 45 CFR 164.404 through 164.406. The Business Associate must provide evidence to the Covered Entity that appropriate notifications to individuals and/or media, when necessary, as specified in 45 CFR 164.404 and 45 CFR 164.406 has occurred. The Business Associate is responsible for all costs associated with notification to individuals, the media or others as well as costs associated with mitigating future breaches. The Business Associate must notify the Secretary of all breaches in accordance with 45 CFR 164.408 and must provide the Covered Entity with a copy of all notifications made to the Secretary.
9. **Breach Pattern or Practice by Covered Entity.** Pursuant to 42 USC 17934, if the Business Associate knows of a pattern of activity or practice of the Covered Entity that constitutes a material breach or violation of the Covered Entity's obligations under the Contract or Addendum, the Business Associate must immediately report the problem to the Secretary.
10. **Data Ownership.** The Business Associate acknowledges that the Business Associate or its agents or subcontractors have no ownership rights with respect to the protected health information it accesses, maintains, creates, retains, modifies, records, stores, destroys, or otherwise holds, transmits, uses or discloses.
11. **Litigation or Administrative Proceedings.** The Business Associate shall make itself, any subcontractors, employees, or agents assisting the Business Associate in the performance of its obligations under the agreement or Addendum, available to the Covered Entity, at no cost

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to the Covered Entity, to testify as witnesses, or otherwise, in the event litigation or administrative proceedings are commenced against the Covered Entity, its administrators or workforce members upon a claimed violation of HIPAA, the Privacy and Security Rule, the HITECH Act, or other laws relating to security and privacy.

12. **Minimum Necessary.** The Business Associate and its agents and subcontractors shall request, use and disclose only the minimum amount of protected health information necessary to accomplish the purpose of the request, use or disclosure in accordance with 42 USC 17935 and 45 CFR 164.514(d)(3).
13. **Policies and Procedures.** The Business Associate must adopt written privacy and security policies and procedures and documentation standards to meet the requirements of HIPAA and the HITECH Act as described in 45 CFR 164.316 and 42 USC 17931.
14. **Privacy and Security Officer(s).** The Business Associate must appoint Privacy and Security Officer(s) whose responsibilities shall include: monitoring the Privacy and Security compliance of the Business Associate; development and implementation of the Business Associate's HIPAA Privacy and Security policies and procedures; establishment of Privacy and Security training programs; and development and implementation of an incident risk assessment and response plan in the event the Business Associate sustains a breach or suspected breach of protected health information.
15. **Safeguards.** The Business Associate must implement safeguards as necessary to protect the confidentiality, integrity, and availability of the protected health information the Business Associate accesses, maintains, creates, retains, modifies, records, stores, destroys, or otherwise holds, transmits, uses or discloses on behalf of the Covered Entity. Safeguards must include administrative safeguards (e.g., risk analysis and designation of security official), physical safeguards (e.g., facility access controls and workstation security), and technical safeguards (e.g., access controls and audit controls) to the confidentiality, integrity and availability of the protected health information, in accordance with 45 CFR 164.308, 164.310, 164.312, 164.316 and 164.504(e)(2)(ii)(B). Sections 164.308, 164.310 and 164.312 of the CFR apply to the Business Associate of the Covered Entity in the same manner that such sections apply to the Covered Entity. Technical safeguards must meet the standards set forth by the guidelines of the National Institute of Standards and Technology (NIST). The Business Associate agrees to only use or disclose protected health information as provided for by the agreement and Addendum and to mitigate, to the extent practicable, any harmful effect that is known to the Business Associate, of a use or disclosure, in violation of the requirements of this Addendum as outlined under 45 CFR 164.530(e)(2)(f).
16. **Training.** The Business Associate must train all members of its workforce on the policies and procedures associated with safeguarding protected health information. This includes, at a minimum, training that covers the technical, physical and administrative safeguards needed to prevent inappropriate uses or disclosures of protected health information; training to prevent any intentional or unintentional use or disclosure that is a violation of HIPAA regulations at 45 CFR 160 and 164 and Public Law 111-5; and training that emphasizes the criminal and civil penalties related to HIPAA breaches or inappropriate uses or disclosures of protected health information. Workforce training of new employees must be completed within 30 days of the date of hire and all employees must be trained at least annually. The Business Associate must maintain written records for a period of six years. These records must document each employee that received training and the date the training was provided or received.
17. **Use and Disclosure of Protected Health Information.** The Business Associate must not use or further disclose protected health information other than as permitted or required by the agreement or as required by law. The Business Associate must not use or further disclose protected health information in a manner that would violate the requirements of the HIPAA Privacy and Security Rule and the HITECH Act.

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

1. **Permitted Uses and Disclosures:**
 - a. Except as otherwise limited in this Addendum, the Business Associate may use or disclose protected health information to perform functions, activities, or services for, or on behalf of, the Covered Entity as specified in the agreement, provided that such use or disclosure would not violate the HIPAA Privacy and Security Rule or the HITECH Act, if done by the Covered Entity in accordance with 45 CFR 164.504(e)(2)(i) and 42 USC 17935 and 17936.
 - b. Except as otherwise limited by this Addendum, the Business Associate may use or disclose protected health information received by the Business Associate in its capacity as a Business Associate of the Covered Entity, as necessary, for the proper management and administration of the Business Associate, to carry out the legal responsibilities of the Business Associate, as required by law or for data aggregation purposes in accordance with 45 CFR 164.504(e)(2)(A), 164.504(e)(4)(i)(A), and 164.504(e)(2)(i)(B).
 - c. Except as otherwise limited in this Addendum, if the Business Associate discloses protected health information to a third party, the Business Associate must obtain, prior to making any such disclosure, reasonable written assurances from the third party that such protected health information will be held confidential pursuant to this Addendum and only disclosed as required by law or for the purposes for which it was disclosed to the third party. The written agreement from the third party must include requirements to immediately notify the Business Associate of any breaches of confidentiality of protected health information to the extent it has obtained knowledge of such breach. Refer to 45 CFR 164.502 and 164.504 and 42 USC 17934.
 - d. The Business Associate may use or disclose protected health information to report violations of law to appropriate federal and state authorities, consistent with 45 CFR 164.502(j)(1).
2. **Prohibited Uses and Disclosures:**
 - a. Except as otherwise limited in this Addendum, the Business Associate shall not disclose protected health information to a health plan for payment or health care operations purposes if the patient has required this special restriction and has paid out of pocket in full for the health care item or service to which the protected health information relates in accordance with 42 USC 17935.
 - b. The Business Associate shall not directly or indirectly receive remuneration in exchange for any protected health information, as specified by 42 USC 17935, unless the Covered Entity obtained a valid authorization, in accordance with 45 CFR 164.508 that includes a specification that protected health information can be exchanged for remuneration.

IV. **OBLIGATIONS OF COVERED ENTITY**

1. The Covered Entity will inform the Business Associate of any limitations in the Covered Entity's Notice of Privacy Practices in accordance with 45 CFR 164.520, to the extent that such limitation may affect the Business Associate's use or disclosure of protected health information.

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

V. **TERM AND TERMINATION**

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

VI. **MISCELLANEOUS**

1. **Amendment.** The parties agree to take such action as is necessary to amend this Addendum from time to time for the Covered Entity to comply with all the requirements of the Health Insurance Portability and Accountability Act (HIPAA) of 1996, Public Law No. 104-191 and the Health Information Technology for Economic and Clinical Health Act (HITECH) of 2009, Public Law No. 111-5.
2. **Clarification.** This Addendum references the requirements of HIPAA, the HITECH Act, the Privacy Rule and the Security Rule, as well as amendments and/or provisions that are currently in place and any that may be forthcoming.
3. **Indemnification.** Each party will indemnify and hold harmless the other party to this Addendum from and against all claims, losses, liabilities, costs and other expenses incurred as a result of, or arising directly or indirectly out of or in conjunction with:
 - a. Any misrepresentation, breach of warranty or non-fulfillment of any undertaking on the part of the party under this Addendum; and
 - b. Any claims, demands, awards, judgments, actions, and proceedings made by any person or organization arising out of or in any way connected with the party's performance under this Addendum.
4. **Interpretation.** The provisions of the Addendum shall prevail over any provisions in the agreement that may conflict or appear inconsistent with any provision in this Addendum. This Addendum and the agreement shall be interpreted as broadly as necessary to implement and comply with HIPAA, the HITECH Act, the Privacy Rule and the Security Rule. The parties agree that any ambiguity in this Addendum shall be resolved to permit the Covered Entity and the Business Associate to comply with HIPAA, the HITECH Act, the Privacy Rule and the Security Rule.
5. **Regulatory Reference.** A reference in this Addendum to a section of the HITECH Act, HIPAA, the Privacy Rule and Security Rule means the sections as in effect or as amended.
6. **Survival.** The respective rights and obligations of Business Associate under Effect of Termination of this Addendum shall survive the termination of this Addendum.

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

STAFF REPORT
BOARD MEETING DATE: September 23, 2021

DATE: September 9, 2021

TO: District Board of Health

FROM: Kim Graham, Fiscal Compliance Officer
775-328-2418; kgraham@washoecounty.us
Sonya Smith, Public Health Nurse Supervisor
775-328-6151; ssmith@washoecounty.us

SUBJECT: Approve a Notice of Subaward from the State of Nevada Department of Health and Human Services, Division of Public & Behavioral Health retroactive to September 1, 2021 through December 31, 2021 in the total amount of \$400,000.00 (no required match) in support of the Community and Clinical Health Services Division (CCHS) Sexually Transmitted Disease Prevention and Control Program IO#11891, which includes the creation of 2.0 FTE, fully benefitted, full-time positions (1 - Epidemiologist and 1 – Office Support Specialist), and authorize the District Health Officer to execute the Notice of Subaward and any future amendments.

SUMMARY

The Community and Clinical Health Services Division received a Notice of Subaward from the State of Nevada Department of Health and Human Services, Division of Public & Behavioral Health on September 3, 2021 to support the Sexually Transmitted Disease (STD) Prevention and Control Program. The funding period is effective September 1, 2021 through December 31, 2021. A copy of the Notice of Subaward is attached.

Health District Strategic Priority supported by this item:

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

PREVIOUS ACTION

There has been no previous action this fiscal year.

BACKGROUND/GRANT AWARD SUMMARY

The scope of work includes assessing workforce capacity and strategic gaps through community assessment data and surveys, hiring and training staff who directly support disease investigations, building organizational capacity for outbreak response through establishing and updating policies and providing outbreak response training, and improving hiring, training, and outbreak response efforts through skill building, evaluations and implementing training plans.

Subject: Approve STD Notice of Subaward

Date: September 23, 2021

Page 2 of 2

The Subaward provides funding for personnel, travel, operating, equipment, other, and indirect expenditures.

FISCAL IMPACT

Should the Board approve this subaward, a request will be made to the Board of County Commissioners to amend the adopted FY22 budget, increasing it by \$366,818.00 (\$33,182.00 indirect expenses) in the following accounts:

<u>Account Number</u>	<u>Description</u>	<u>Amount of Increase</u>
2002-IO-11891 -431100	Federal Grants	\$ 366,818.00
2002-IO-11891 -701412	Salary Adjustment	\$ 114,894.00
2002-IO-11891 -705360	Benefit Adjustment	\$ 37,720.00
2002-IO-11891 -710212	Software Subscription	\$ 2,400.00
2002-IO-11891 -710334	Copier Expense	\$ 240.00
2002-IO-11891 -710360	Postage	\$ 100.00
2002-IO-11891 -710500	Other Expense	\$ 25,332.00
2002-IO-11891 -710508	Telephone	\$ 504.00
2002-IO-11891 -710509	Registration	\$ 76,098.00
2002-IO-11891 -710512	Auto Expense	\$ 5,600.00
2002-IO-11891 -710546	Advertising	\$ 8,570.00
2002-IO-11891 -711210	Travel	\$ 28,560.00
2002-IO-11891 -711504	Equipment – Non Capital	\$ 31,800.00
2002-IO-11891 -781004	Equipment – Capital	\$ 35,000.00

RECOMMENDATION

It is recommended that the Washoe County Health District approve a Notice of Subaward from the State of Nevada Department of Health and Human Services, Division of Public & Behavioral Health retroactive to September 1, 2021 through December 31, 2021 in the total amount of \$400,000.00 (no required match) in support of the Community and Clinical Health Services Division (CCHS) Sexually Transmitted Disease Prevention and Control Program IO#11891, which includes the creation of 2.0 FTE, fully benefitted, full-time positions (1 - Epidemiologist and 1 – Office Support Specialist), and authorize the District Health Officer to execute the Notice of Subaward and any future amendments.

POSSIBLE MOTION

Should the Board agree with staff’s recommendation, a possible motion would be “move to approve a Notice of Subaward from the State of Nevada Department of Health and Human Services, Division of Public & Behavioral Health retroactive to September 1, 2021 through December 31, 2021 in the total amount of \$400,000.00 (no required match) in support of the Community and Clinical Health Services Division (CCHS) Sexually Transmitted Disease Prevention and Control Program IO#11891, which includes the creation of 2.0 FTE, fully benefitted, full-time positions (1 - Epidemiologist and 1 – Office Support Specialist), and authorize the District Health Officer to execute the Notice of Subaward and any future amendments.”



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

Agency Ref. #: **SG 25440**
 Budget Account: 3219
 Category: 08
 GL: 8516
 Job Number: 9397721C

NOTICE OF SUBAWARD

Program Name: STD Surveillance Program Office of Public Health Investigations and Epidemiology Elizabeth Kessler / ekessler@health.nv.gov	Subrecipient Name: Washoe County Health District (WCHD)						
Address: 4150 Technology Way, Suite #300 Carson City, NV 89706-2009	Address: 1001 E. Ninth Street Reno, NV 89512						
Subaward Period: September 1, 2021 through December 31, 2021	Subrecipient's: <table border="0"> <tr><td>EIN:</td><td><u>88-6000138</u></td></tr> <tr><td>Vendor #:</td><td><u>T40283400Q</u></td></tr> <tr><td>Dun & Bradstreet:</td><td><u>073786998</u></td></tr> </table>	EIN:	<u>88-6000138</u>	Vendor #:	<u>T40283400Q</u>	Dun & Bradstreet:	<u>073786998</u>
EIN:	<u>88-6000138</u>						
Vendor #:	<u>T40283400Q</u>						
Dun & Bradstreet:	<u>073786998</u>						

Purpose of Award: To expand, train, and sustain the DIS workforce to support jurisdictional COVID-19 and other infectious disease prevention and response.

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

Approved Budget Categories:		FEDERAL AWARD COMPUTATION:	
1. Personnel	\$152,614.00	Total Obligated by this Action:	\$ 400,000.00
2. Travel	\$34,160.00	Cumulative Prior Awards this Budget Period:	\$ 0.00
3. Operating	\$33,902.00	Total Federal Funds Awarded to Date:	\$ 400,000.00
4. Equipment	\$39,800.00	Match Required <input type="checkbox"/> Y <input checked="" type="checkbox"/> N	
5. Contractual/Consultant	\$0.00	Amount Required this Action:	\$ 0.00
6. Training	\$76,098.00	Amount Required Prior Awards:	\$ 0.00
7. Other	\$30,244.00	Total Match Amount Required:	\$ 0.00
TOTAL DIRECT COSTS	\$366,818.00	Research and Development (R&D) <input type="checkbox"/> Y <input checked="" type="checkbox"/> N	
8. Indirect Costs	\$33,182.00	Federal Budget Period: 1/1/2021 through 12/31/2021	
TOTAL APPROVED BUDGET	\$400,000.00	Federal Project Period: 1/1/2019 through 12/31/2023	
		FOR AGENCY USE, ONLY	

Source of Funds: Centers for Disease Control and Prevention	% Funds: 100%	CFDA: 93.977	FAIN: NH25PS005179	Federal Grant #: 6 NH25PS0005179-03-02	Grant Award Date by Federal Agency: 6/21/21
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Agency Approved Indirect Rate: 7.4% **Subrecipient Approved Indirect Rate:** 10%

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

- This award is subject to the availability of appropriate funds.
- Expenditures must comply with any statutory guidelines, the DHHS Grant Instructions and Requirements, and the State Administrative Manual.
- Expenditures must be consistent with the narrative, goals and objectives, and budget as approved and documented
- Subrecipient must comply with all applicable Federal regulations
- Quarterly progress reports are due by the 30th of each month following the end of the quarter, unless specific exceptions are provided in writing by the grant administrator.
- Financial Status Reports and Requests for Funds must be submitted monthly, unless specific exceptions are provided in writing by the grant administrator.

Incorporated Documents: Section A: Grant Conditions and Assurances; Section B: Description of Services, Scope of Work and Deliverables; Section C: Budget and Financial Reporting Requirements; Section D: Request for Reimbursement;	Section E: Audit Information Request; Section F: Current/Former State Employee Disclaimer; Section G: DHHS Business Associate Addendum; and
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Name	Signature	Date
Kevin Dick, District Health Officer Washoe County Health District		
Lindsey Kinsinger OPHIE Manager for Lisa Sherych Administrator, DPBH		

STATE OF NEVADA
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SECTION A
GRANT CONDITIONS AND ASSURANCES

General Conditions

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

Grant Assurances

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

1. Adopt and maintain a system of internal controls which results in the fiscal integrity and stability of the organization, including the use of Generally Accepted Accounting Principles (GAAP).
2. Compliance with state insurance requirements for general, professional, and automobile liability; workers' compensation and employer's liability; and, if advance funds are required, commercial crime insurance.
3. These grant funds will not be used to supplant existing financial support for current programs.
4. No portion of these grant funds will be subcontracted without prior written approval unless expressly identified in the grant agreement.
5. Compliance with the requirements of the Civil Rights Act of 1964, as amended, and the Rehabilitation Act of 1973, P.L. 93-112, as amended, and any relevant program-specific regulations, and shall not discriminate against any employee for employment because of race, national origin, creed, color, sex, religion, age, disability or handicap condition (including AIDS and AIDS-related conditions).
6. Compliance with the Americans with Disabilities Act of 1990 (P.L. 101-136), 42 U.S.C. 12101, as amended, and regulations adopted there under contained in 28 CFR 26.101-36.999 inclusive, and any relevant program-specific regulations.
7. Compliance with Title 2 of the Code of Federal Regulations (CFR) and any guidance in effect from the Office of Management and Budget (OMB) related (but not limited to) audit requirements for grantees that expend \$750,000 or more in Federal awards during the grantee's fiscal year must have an annual audit prepared by an independent auditor in accordance with the terms and requirements of the appropriate circular. **To acknowledge this requirement, Section E of this notice of subaward must be completed.**
8. Compliance with the Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387), as amended—Contracts and subgrants of amounts in excess of \$150,000 must contain a provision that requires the non-Federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).
9. Certification that neither the Recipient nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency. This certification is made pursuant to regulations

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

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

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

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

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

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SECTION B

Description of Services, Scope of Work and Deliverables

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

Scope of Work for Washoe County Health District (WCHD)

<u>Objective</u>	<u>Activities</u>	<u>Due Date</u>	<u>Documentation Needed</u>
1.1 Assess workforce capacity and strategic gaps to identify hiring priorities. efforts.	1.1.1 Participate and collaborate with the Division of Public and Behavioral Health's STD Program, local health authorities, and national partners for community assessment for partner services to identify programmatic strengths and gaps and priorities of DIS hiring needs and goal with focus on diversity, health equity, and inclusion for the workforce to serve local communities more effectively.	Ongoing through subaward	<ul style="list-style-type: none"> Draft and completed community assessments Completion of survey and request for information Meeting agendas and minutes
1.2 Expand the workforce through hiring of disease investigation staff, including those who conduct case investigation, contact tracing, linkage to prevention and treatment, and outbreak response, or those who directly support disease investigation	1.2.1 Hire staff outlined within subgrant budget.	9/1/21-10/31/21	<ul style="list-style-type: none"> Requests for reimbursement including new staff Report of Staffing Plan

Goal 2: Conduct Workforce Training and Skills Building

<u>Objective</u>	<u>Activities</u>	<u>Due Date</u>	<u>Documentation Needed</u>
2.1 Train new and existing staff in both strategic and specialized public health competencies.	2.1.1 Collaborate and participate with DPBH, LHAs, and other national partners to develop and implement a training needs assessment for the existing and new workforce.	Ongoing through subaward	<ul style="list-style-type: none"> Draft and completed training needs assessment Completion of survey and request for information Meeting agendas and minutes
	2.1.2 Conduct onboarding of new hires to provide the foundation for agency and program expectations.	9/1/21-10/31/21	<ul style="list-style-type: none"> Report documenting the # of onboarding trainings conducted
	2.1.3 Provide agency-level trainings that are required of all staff, to include: workplace policies, workplace harassment, Defensive Driving, Incidence Command System, HIPAA, workplace health, Health Equity, and agency overview.	Ongoing through subaward	<ul style="list-style-type: none"> Report of the # of trainings conducted
	2.1.4 Provide appropriate program-level trainings required of SPH staff to include: Data Security & Confidentiality, Motivational Interviewing/Client Centered Counseling, Family Planning (to maintain program integration), Rapid HIV testing, STD testing methods, Outbreak Response.	Ongoing through subaward	<ul style="list-style-type: none"> Report of the # of trainings conducted

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<p>2.2 Support professional development, upskilling, and advancement of the DIS workforce.</p>	<p>2.2.1 Train on job specific duties with lead staff through shadowing, lower-level case investigations, and provider communications, with build up to independent investigations and provider communication and data entry as appropriate per staff duties.</p> <p>2.2.2 Assign DIS, DDCS to community providers to offer education on testing, treatment, diagnosis referrals and additional services</p>	<p>Ongoing through subaward</p> <p>Ongoing through subaward</p>	<ul style="list-style-type: none"> • Report of # of completed job competencies evaluated by peer or supervisor • Report of # of providers offered education, # of outreach materials provided
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Goal 3: Build Organizational Capacity for Outbreak Response

Objective	Activities	Due Date	Documentation Needed
<p>3.1 Establish and update policies to support adaptable and agile response efforts</p>	<p>3.1.1 Review current Outbreak Response Plan (ORP)</p> <p>3.1.2 Provide feedback on ORP through team meetings and individual follow up</p>	<p>10/31/2021</p> <p>Ongoing through subaward</p>	<ul style="list-style-type: none"> • Copy of Outbreak Response Plan • Meeting Agendas • Meeting Minutes
<p>2.1 Support timely and effective outbreak response for COVID-19, STD, HIV and other incident infections and outbreaks</p>	<p>3.2.1 Training on disease thresholds and role in ORP</p> <p>3.2.2 Manage staff assignments during elevated ORP levels by lead and program management</p>	<p>10/31/2021</p> <p>Ongoing through subaward</p>	<ul style="list-style-type: none"> • Report of # of trainings completed • Report of staffing and ability to maintain investigations

Goal 4: Evaluate and continuously improve workforce hiring, training, and outbreak response efforts

Objective	Activities	Due Date	Documentation Needed
<p>4.1 Systematically collect information about the activities, characteristics, and outcomes of program efforts to improve workforce hiring, training, and outbreak response efforts.</p>	<p>4.1.1 Collaborate as needed with DPBH, LHAs, and other national partners for individualized and tailored technical assistance to support the implementation of a training plan.</p> <p>4.1.2 Consistent check-in with lead staff and supervisor to ensure staff needs are being met and staff are acquiring/demonstrating job skills on the path to skill mastery.</p>	<p>Ongoing through subaward</p> <p>Quarterly</p>	<ul style="list-style-type: none"> • Meeting agendas • Meeting minutes • Report of # quarterly performance evaluations completed
	<p>4.1.2 Conduct annual competency and evaluations.</p>	<p>Annually</p>	<ul style="list-style-type: none"> • Report of # annual evaluations
	<p>4.1.2 Manage new staff case assignments to ensure skill building and develop mastery.</p>	<p>Ongoing through subaward</p>	<ul style="list-style-type: none"> • Staff assigned investigations
	<p>4.1.5 Assessment of program competencies by peers and management staff.</p>	<p>Ongoing through subaward</p>	<ul style="list-style-type: none"> • Report of # completed competencies

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	4.1.6 Quality assurance checks of investigations prior to close out of investigations.	Ongoing through subaward	<ul style="list-style-type: none"> • Report of # complete investigations closed
	4.1.7 Monitor errors and provide training on how to correct.	Ongoing through subaward	<ul style="list-style-type: none"> • Report of # of returned investigations decreases, # of errors per staff • Meeting minutes
	4.1.8 Case reconciliation.	Ongoing through subaward	<ul style="list-style-type: none"> • Report of # of completed monthly reconciliations per disease

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

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SECTION C

Budget and Financial Reporting Requirements

Identify the source of funding on all printed documents purchased or produced within the scope of this subaward, using a statement similar to: "This publication (journal, article, etc.) was supported by the Nevada State Department of Health and Human Services through Grant Number 6 NH25PS0005179-03-02 from the Centers for Disease Control and Prevention. Its contents are solely the responsibility of the authors and do not necessarily represent the official views of the Department nor the Centers for Disease Control and Prevention."

Any activities performed under this subaward shall acknowledge the funding was provided through the Department by Grant Number 6 NH25PS0005179-03-02 from the Centers for Disease Control and Prevention.

Subrecipient agrees to adhere to the following budget:

BUDGET NARRATIVE-GY21						
Total Personnel Costs				including fringe	Total:	\$ 152,614
	<u>Annual</u> <u>Salary</u>	<u>Fringe Rate</u>	<u>% of Time</u>	<u>Months</u>	<u>Percent of</u> <u>Annual</u>	<u>Amount</u> <u>Requested</u>
<u>Jennifer Howell, Health Educator Coordinator</u>	\$92,778.77	53.258%	90.000%	4	33.33%	\$42,657
This position provides overall guidance and direction to the Health District's HIV Prevention Program to ensure achievement of CDC's HIV Prevention Performance Indicators at the local level. Additional activities include the provision of technical assistance, planning, evaluation, and monitoring of evidence-based interventions in the delivery of quality HIV prevention programs. This position develops and updates protocols, writes grant applications, submits reports to the State and CDC as required, and monitors the Health District's performance measures and benchmarks for reporting to the District Board of Health and Board of County Commissioners. The duties of this position include the coordination of staff. This position also conducts joint case investigations for HIV/STD comorbidity cases.						
<u>New Position, Epidemiologist</u>	\$86,782.23	43.570%	100.000%	4	33.33%	\$41,531
Coordinate data management for the Sexual Health Program (SHP) STD section as well as provide oversight for STD case investigations. Responsible for data management by coordinating training, data collection and entry, and conducting quality assurance. Provide oversight and guidance of STD Public Health Investigator and Public Service Intern activities. Prepare reports and data for funders, community and agency partners. Communicate with community members, healthcare providers and agencies to address STDs in Washoe County. Develop and maintain investigation and outbreak response protocols with program coordinator and management. Conduct investigations and serve as subject matter expert.						
<u>New Position, Office Support Specialist</u>	\$57,788.27	49.900%	100.000%	4	33.33%	\$28,875
Maintain and update tracking and appropriate databases with case information in an accurate and timely manner. Communicate with healthcare providers regarding case medical information and reporting guidelines per statute. Communicate with cases in a respectful and effective manner. Reviews medical history for case investigation. Assists epidemiologist in data management including quality assurance. Process daily laboratory results in electronic health record. Conduct low level case investigations and partner notification. Preference of bilingual staff to provide program translation services.						
<u>New Position, Intermittent Hourly Staff-Registered Nurse</u>	\$66,269.00	1.750%	60.000%	4	33.33%	\$13,486
Provide community-based testing to cases, contacts, and cluster identified individuals to discover disease status and provide intervention. Provide community-based treatment to confirmed cases and their contacts as a disease intervention activity.						
<u>New Position, Intermittent Hourly Staff-Community Health Aide</u>	\$50,627.00	1.750%	60.000%	4	33.33%	\$10,303
Community Health Aide available to triage and initiate testing and treatment for clinic visits related to disease investigation. Position may contact providers to elicit treatment information on cases that will not be investigated by a DIS.						
<u>New Position, Intermittent Hourly Staff-Health Educator</u>	\$61,818.00	1.750%	75.000%	4	33.33%	\$15,762
Provide community education, participate in community-based interventions and carry out integrated messaging by working with program leads including management, STD Epidemiologist and Sexual Health Program Coordinator (Health Educator Coordinator).						
Total Fringe Cost		\$37,720			Total Salary Cost:	\$114,894
Total Budgeted FTE		4.85000				

Travel					Total:	\$34,160
Out-of-State Travel						\$28,560
<u>CDC Conference: San Diego, CA</u>	<u>Cost</u>	<u># of Trips</u>	<u># of days</u>	<u># of Staff</u>		

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Airfare: cost per trip (origin & designation) x # of trips x # of staff	\$501	5		4	\$10,000
Per Diem: \$ per day per GSA rate for area x # of trips x # of staff	\$74	5	4	4	\$5,280
Lodging: \$ per day + \$ tax = total \$ x # of trips x # of nights x # of staff	\$161	5	3	4	\$10,320
Ground Transportation: \$ per r/trip x # of trips x # of staff	\$25	5	4	4	\$2,000
Parking: \$ per day x # of trips x # of days x # of staff	\$12	5	4	4	\$960

Justification: Mileage will be used by DIS who need to meet their clients in the field for disease investigation and partner services. DDCS will use mileage to conduct provider visits/education

In-State Travel

					\$5,600
<u>Origin & Destination</u>	<u>Cost</u>	<u># of Trips</u>	<u># of days</u>	<u># of Staff</u>	
Airfare: cost per trip (origin & designation) x # of trips x # of staff	\$0	0		0	\$0
Baggage fee: \$ amount per person x # of trips x # of staff	\$0	0		0	\$0
Per Diem: \$ per day per GSA rate for area x # of trips x # of staff	\$0	0	0	0	\$0
Lodging: \$ per day + \$ tax = total \$ x # of trips x # of nights x # of staff	\$0	0	0	0	\$0
Motor Pool: (\$ car/day + ## miles/day x \$ rate per mile) x # trips x # days	\$0.00	0	0		\$0
Mileage: (\$0.56 x 10 miles per r/trip) x 250 trips x 4 staff	\$5,600	250		4	\$5,600

Justification: Mileage will be used by DIIS who need to meet their clients in the field for disease investigation and partner services. DDCS will use mileage to conduct provider visits/education

Operating		Total:	\$33,902
	Quantity	Cost	Total
Undetectable = Untransmittable: Stay Health and Prevention Transmission with HIV Medicine	3000	\$0.39	\$1,170.00
Is PrEP for You?	10018	\$0.35	\$3,506.30
STD Info	20000	\$0.32	\$6,400.00
Syphilis brochure	15000	\$0.35	\$5,250.00
Social Media Posts	10018	\$0.35	\$3,506.30
Advertisements	3000	\$0.39	\$1,170.00
HIV Test: Staying Negative	5018	\$0.30	\$1,505.40
Oral Sex & Gay Men	2500	\$3.00	\$7,500.00
Radio and billboard commercials/placements	23	\$169.30	\$3,893.90

Justification: Publish social marketing aimed to encourage people to access HIV/STD testing, utilize prevention strategies, and engage with disease intervention activities.

Equipment		Total:	\$39,800
POC PCR Lab Machine to conduct CT/GC testing in house including client self-collected specimens	\$35,000.00		
Computer Stations: Includes monitors, computer, mouse, keyboards for 4 FTE staff @ \$1200 per station x 4 staff = \$4800	\$4,800.00		

Justification: Point of care laboratory unit to process chlamydia and gonorrhea specimens, including client self-collected specimens, that will facilitate more timely testing results to clients and treatment of clients. Computers for new employees.

Training		Total:	\$76,098
	# staff	cost/staff	
Academic Detailing	11	\$4,050.00	\$44,550.00
Motivational Interviewing	25	\$ 180.00	\$4,500.00
LBBTQIA+ services delivery (including Safe Zone Training)	30	\$ 150.00	\$4,500.00
Partner Services Refreshers	10	\$ 450.00	\$4,500.00
STD/HIV Clinical Update	26	\$ 174.00	\$4,524.00
Health Equity Topics	30	\$ 150.00	\$4,500.00
BIPOC Healthcare Delivery and Services Needs	30	\$ 150.00	\$4,500.00
Substance Use/Abuse Impact	26	\$ 174.00	\$4,524.00

Justification: Trainings will provide professional development to enhance and refresh skills needed to conduct quality and culturally humble disease investigation activities that address community needs.

Other		Total:	\$30,244
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Copier/Printer Lease: \$60 x 4 months	\$240.00
Scanners -10 x \$300 ea.	\$3,000.00
Workstation (Desks, Chairs, Standing Desks) 4 FTE x \$6000/station	\$24,000.00
Postage: \$25 per mo. x 4 months	\$100.00
Phone Line: \$63 per mo. x 4 months x 2 FTE = \$504	\$504.00
Software Subscription (\$100 office license x 2 emp)	\$2,400.00

Justification: Copying and printing forms for disease investigation activities. Postage for mailing used for disease investigation activities. Phone lines for communication with providers and clients for disease investigation activities. Microsoft Office Suite license for new staff computers. Workstations for new employees and scanners for team.

TOTAL DIRECT CHARGES		\$ 366,818
Indirect Charges	Indirect Rate:	10.000% \$33,182
Indirect Methodology: 10% of total direct costs less Capital equipment		
TOTAL BUDGET	Total:	\$400,000

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Form 2

Applicant Name: Washoe County Health District
PROPOSED BUDGET SUMMARY

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

<u>FUNDING SOURCES</u>	<u>OPHIE</u>	Other Funding	Other Funding	Other Funding	Other Funding	Other Funding	Other Funding	Program Income	TOTAL
SECURED									
ENTER TOTAL REQUEST	\$400,000	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$400,000

EXPENSE CATEGORY

Personnel	\$152,614								\$152,614
Travel	\$34,160								\$34,160
Operating	\$33,902								\$33,902
Equipment	\$39,800								\$39,800
Contractual/Consultant	\$0								\$0
Training	\$76,098								\$76,098
Other Expenses	\$30,244								\$30,244
Indirect	\$33,182								\$33,182

TOTAL EXPENSE	\$400,000	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$400,000
These boxes should equal 0	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -

Total Indirect Cost	\$33,182
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Total Agency Budget	\$ 400,000
Percent of Subrecipient Budget	100%

B. Explain any items noted as pending:

C. Program Income Calculation:

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- Department of Health and Human Services policy allows no more than 10% flexibility of the total not to exceed amount of the subaward, within the approved Scope of Work/Budget. Subrecipient will obtain written permission to redistribute funds within categories. **Note: the redistribution cannot alter the total not to exceed amount of the subaward. Modifications in excess of 10% require a formal amendment.**
- Equipment purchased with these funds belongs to the federal program from which this funding was appropriated and shall be returned to the program upon termination of this agreement.
- Travel expenses, per diem, and other related expenses must conform to the procedures and rates allowed for State officers and employees. It is the Policy of the Board of Examiners to restrict contractors/ Subrecipients to the same rates and procedures allowed State Employees. The State of Nevada reimburses at rates comparable to the rates established by the US General Services Administration, with some exceptions (State Administrative Manual 0200.0 and 0320.0).

The Subrecipient agrees:

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

- Total reimbursement through this subaward will not exceed \$400,000;
- Requests for Reimbursement will be accompanied by supporting documentation, including a line item description of expenses incurred;
- This award is subject to the availability of appropriate funds. Based on the availability of funds awarded to the STD Program, subrecipient may be asked to restrict expenditures, until the total award is received for the Centers for Disease Control and Prevention.
- Requests for Reimbursement will be accompanied by supporting documentation, including a line item description of expenses incurred;
- Quarterly reports and other supporting documentation outlined within the scope of work are required to request reimbursement; and
- Additional expenditure detail will be provided upon request from the Department.

Additionally, the Subrecipient agrees to provide:

- A complete financial accounting of all expenditures to the Department within 30 days of the CLOSE OF THE SUBAWARD PERIOD. Any un-obligated funds shall be returned to the Department at that time, or if not already requested, shall be deducted from the final award.
- Any work performed after the BUDGET PERIOD will not be reimbursed.
- If a Request for Reimbursement (RFR) is received after the 45-day closing period, the Department may not be able to provide reimbursement.
- If a credit is owed to the Department after the 45-day closing period, the funds must be returned to the Department within 30 days of identification.

The Department agrees:

- The STD Surveillance Program will provide or accomplish the following items to ensure the successful completing of this project, such as:
 - Provide reimbursement of activities related to this subaward, during the subaward period, given a receipt of appropriate documentation.
 - Providing technical assistance, upon request from the Subrecipient;
 - Providing prior approval of reports or documents to be developed; and
- The Department reserves the right to hold reimbursement under this subaward until any delinquent forms, reports, and expenditure documentation are submitted to and accepted by the Department.

Both parties agree:

- The STD Surveillance Program reserves the right to conduct a site visit regarding this subaward and deliverables. If deliverables are not met for this subaward period, then the STD Prevention and Control Program is not obligated to issue continuation funding.
- The Subrecipient will, in the performance of the Scope of Work specified in this subaward, perform functions and/or activities that could involve confidential information; therefore, the Subrecipient is requested to fill out Section G, which is specific to this subaward, and will be in effect for the term of this subaward.
- All reports of expenditures and requests for reimbursement processed by the Department are SUBJECT TO AUDIT.
- This subaward agreement may be TERMINATED by either party prior to the date set forth on the Notice of Subaward, provided the termination shall not be effective until 30 days after a party has served written notice upon the other party. This agreement may be terminated by mutual consent of both parties or unilaterally by either party without cause. The parties expressly agree that this Agreement shall be terminated immediately if for any reason the Department, state, and/or federal funding ability to satisfy this Agreement is withdrawn, limited, or impaired.

Financial Reporting Requirements

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

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Agency Ref. #: **SG 25440**
 Budget Account: 3219
 GL: 8516
 Draw #: _____

SECTION D

Request for Reimbursement

Program Name: STD Prevention and Control Program Nevada Division of Public and Behavioral Health Office of Public Health Informatics and Epidemiology	Subrecipient Name: Washoe County Health District (WCHD)
Address: 4150 Technology Way, Suite #300 Carson City, NV 89706-2009	Address: 1001 E. Ninth Street Reno, NV 89512
Subaward Period: September 1, 2021 to December 31, 2021	Subrecipient's: EIN: 88-6000138 Vendor #: T40283400Q

FINANCIAL REPORT AND REQUEST FOR REIMBURSEMENT

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

Month(s)

Calendar year

Approved Budget Category	A Approved Budget	B Total Prior Requests	C Current Request	D Year to Date Total	E Budget Balance	F Percent Expended
1. Personnel	\$152,614.00	\$0.00	\$0.00	\$0.00	\$152,614.00	0.0%
2. Travel	\$34,160.00	\$0.00	\$0.00	\$0.00	\$34,160.00	0.0%
3. Operating	\$33,902.00	\$0.00	\$0.00	\$0.00	\$33,902.00	0.0%
4. Equipment	\$39,800.00	\$0.00	\$0.00	\$0.00	\$39,800.00	0.0%
5. Contractual/Consultant	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	-
6. Training	\$76,098.00	\$0.00	\$0.00	\$0.00	\$76,098.00	0.0%
7. Other	\$30,244.00	\$0.00	\$0.00	\$0.00	\$30,244.00	0.0%
8. Indirect	\$33,182.00	\$0.00	\$0.00	\$0.00	\$33,182.00	0.0%
Total	\$400,000.00	\$0.00	\$0.00	\$0.00	\$400,000.00	0.0%

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

Authorized Signature _____

Title _____

Date _____

FOR DEPARTMENT USE ONLY

Is program contact required? Yes No Contact Person: _____

Reason for contact: _____

Fiscal review/approval date: _____

Scope of Work review/approval date: _____

Chief (as required): _____ Date _____

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SECTION E

Audit Information Request

1. Non-Federal entities that **expend** \$750,000.00 or more in total federal awards are required to have a single or program-specific audit conducted for that year, in accordance with 2 CFR § 200.501(a).
2. Did your organization expend \$750,000 or more in all federal awards during your organization's most recent fiscal year? YES NO
3. When does your organization's fiscal year end? _____
4. What is the official name of your organization? _____
5. How often is your organization audited? _____
6. When was your last audit performed? _____
7. What time-period did your last audit cover? _____
8. Which accounting firm conducted your last audit? _____

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

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SECTION F

Current or Former State Employee Disclaimer

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

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

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

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

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

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

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

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

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SECTION G

Business Associate Addendum

BETWEEN

Nevada Department of Health and Human Services

Hereinafter referred to as the "Covered Entity"

and

Washoe County Health District (WCHD)

Hereinafter referred to as the "Business Associate"

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

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

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

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

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

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

1. **Breach** means the unauthorized acquisition, access, use, or disclosure of protected health information which compromises the security or privacy of the protected health information. The full definition of breach can be found in 42 USC 17921 and 45 CFR 164.402.
2. **Business Associate** shall mean the name of the organization or entity listed above and shall have the meaning given to the term under the Privacy and Security Rule and the HITECH Act. For full definition refer to 45 CFR 160.103.
3. **CFR** stands for the Code of Federal Regulations.
4. **Agreement** shall refer to this Addendum and that particular agreement to which this Addendum is made a part.
5. **Covered Entity** shall mean the name of the Department listed above and shall have the meaning given to such term under the Privacy Rule and the Security Rule, including, but not limited to 45 CFR 160.103.
6. **Designated Record Set** means a group of records that includes protected health information and is maintained by or for a covered entity or the Business Associate that includes, but is not limited to, medical, billing, enrollment, payment, claims adjudication, and case or medical management records. Refer to 45 CFR 164.501 for the complete definition.
7. **Disclosure** means the release, transfer, provision of, access to, or divulging in any other manner of information outside the entity holding the information as defined in 45 CFR 160.103.
8. **Electronic Protected Health Information** means individually identifiable health information transmitted by electronic media or maintained in electronic media as set forth under 45 CFR 160.103.
9. **Electronic Health Record** means an electronic record of health-related information on an individual that is created, gathered, managed, and consulted by authorized health care clinicians and staff. Refer to 42 USC 17921.
10. **Health Care Operations** shall have the meaning given to the term under the Privacy Rule at 45 CFR 164.501.
11. **Individual** means the person who is the subject of protected health information and is defined in 45 CFR 160.103.
12. **Individually Identifiable Health Information** means health information, in any form or medium, including demographic information collected from an individual, that is created or received by a covered entity or a business associate of the covered entity and relates to the past, present, or future care of the individual. Individually identifiable health information is information that identifies the individual directly or there is a reasonable basis to believe the information can be used to identify the individual. Refer to 45 CFR 160.103.
13. **Parties** shall mean the Business Associate and the Covered Entity.
14. **Privacy Rule** shall mean the HIPAA Regulation that is codified at 45 CFR Parts 160 and 164, Subparts A, D and E.
15. **Protected Health Information** means individually identifiable health information transmitted by electronic media, maintained in electronic media, or transmitted or maintained in any other form or medium. Refer to 45 CFR 160.103 for the complete definition.

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16. **Required by Law** means a mandate contained in law that compels an entity to make a use or disclosure of protected health information and that is enforceable in a court of law. This includes but is not limited to: court orders and court-ordered warrants; subpoenas, or summons issued by a court; and statutes or regulations that require the provision of information if payment is sought under a government program providing public benefits. For the complete definition refer to 45 CFR 164.103.
17. **Secretary** shall mean the Secretary of the federal Department of Health and Human Services (HHS) or the Secretary's designee.
18. **Security Rule** shall mean the HIPAA regulation that is codified at 45 CFR Parts 160 and 164 Subparts A and C.
19. **Unsecured Protected Health Information** means protected health information that is not rendered unusable, unreadable, or indecipherable to unauthorized individuals through the use of a technology or methodology specified by the Secretary in the guidance issued in Public Law 111-5. Refer to 42 USC 17932 and 45 CFR 164.402.
20. **USC** stands for the United States Code.

II. OBLIGATIONS OF THE BUSINESS ASSOCIATE.

1. **Access to Protected Health Information.** The Business Associate will provide, as directed by the Covered Entity, an individual or the Covered Entity access to inspect or obtain a copy of protected health information about the Individual that is maintained in a designated record set by the Business Associate or, its agents or subcontractors, in order to meet the requirements of the Privacy Rule, including, but not limited to 45 CFR 164.524 and 164.504(e) (2) (ii) (E). If the Business Associate maintains an electronic health record, the Business Associate or, its agents or subcontractors shall provide such information in electronic format to enable the Covered Entity to fulfill its obligations under the HITECH Act, including, but not limited to 42 USC 17935.
2. **Access to Records.** The Business Associate shall make its internal practices, books and records relating to the use and disclosure of protected health information available to the Covered Entity and to the Secretary for purposes of determining Business Associate's compliance with the Privacy and Security Rule in accordance with 45 CFR 164.504(e)(2)(ii)(H).
3. **Accounting of Disclosures.** Promptly, upon request by the Covered Entity or individual for an accounting of disclosures, the Business Associate and its agents or subcontractors shall make available to the Covered Entity or the individual information required to provide an accounting of disclosures in accordance with 45 CFR 164.528, and the HITECH Act, including, but not limited to 42 USC 17935. The accounting of disclosures, whether electronic or other media, must include the requirements as outlined under 45 CFR 164.528(b).
4. **Agents and Subcontractors.** The Business Associate must ensure all agents and subcontractors to whom it provides protected health information agree in writing to the same restrictions and conditions that apply to the Business Associate with respect to all protected health information accessed, maintained, created, retained, modified, recorded, stored, destroyed, or otherwise held, transmitted, used or disclosed by the agent or subcontractor. The Business Associate must implement and maintain sanctions against agents and subcontractors that violate such restrictions and conditions and shall mitigate the effects of any such violation as outlined under 45 CFR 164.530(f) and 164.530(e)(1).
5. **Amendment of Protected Health Information.** The Business Associate will make available protected health information for amendment and incorporate any amendments in the designated record set maintained by the Business Associate or, its agents or subcontractors, as directed by the Covered Entity or an individual, in order to meet the requirements of the Privacy Rule, including, but not limited to, 45 CFR 164.526.
6. **Audits, Investigations, and Enforcement.** The Business Associate must notify the Covered Entity immediately upon learning the Business Associate has become the subject of an audit, compliance review, or complaint investigation by the Office of Civil Rights or any other federal or state oversight agency. The Business Associate shall provide the Covered Entity with a copy of any protected health information that the Business Associate provides to the Secretary or other federal or state oversight agency concurrently with providing such information to the Secretary or other federal or state oversight agency. The Business Associate and individuals associated with the Business Associate are solely responsible for all civil and criminal penalties assessed as a result of an audit, breach, or violation of HIPAA or HITECH laws or regulations. Reference 42 USC 17937.
7. **Breach or Other Improper Access, Use or Disclosure Reporting.** The Business Associate must report to the Covered Entity, in writing, any access, use or disclosure of protected health information not permitted by the agreement, Addendum or the Privacy and Security Rules. The Covered Entity must be notified immediately upon discovery or the first day such breach or suspected breach is known to the Business Associate or by exercising reasonable diligence would have been known by the Business Associate in accordance with 45 CFR 164.410, 164.504(e)(2)(ii)(C) and 164.308(b) and 42 USC 17921. The Business Associate must report any improper access, use or disclosure of protected health information by: The Business Associate or its agents or subcontractors. In the event of a breach or suspected breach of protected health information, the report to the Covered Entity must be in writing and include the following: a brief description of the incident; the date of the incident; the date the incident was discovered by the Business Associate; a thorough description of the unsecured protected health information that was involved in the incident; the number of individuals whose protected health information was involved in the incident; and the steps the Business Associate is taking to investigate the incident and to protect against further incidents. The Covered Entity will determine if a breach of unsecured protected health information has occurred and will notify the Business Associate of the determination. If a breach of unsecured protected health information is determined, the Business Associate must take prompt corrective action to cure any such deficiencies and mitigate any significant harm that may have occurred to individual(s) whose information was disclosed inappropriately.
8. **Breach Notification Requirements.** If the Covered Entity determines a breach of unsecured protected health information by the Business Associate has occurred, the Business Associate will be responsible for notifying the individuals whose unsecured protected health information was breached in accordance with 42 USC 17932 and 45 CFR 164.404 through 164.406. The Business Associate must provide evidence to the Covered Entity that appropriate notifications to individuals and/or media, when necessary, as specified in 45 CFR 164.404 and 45 CFR 164.406 has occurred. The Business Associate is responsible for all costs associated with notification to individuals, the media or others as well as costs associated with mitigating future breaches. The Business Associate must notify the Secretary of all breaches in accordance with 45 CFR 164.408 and must provide the Covered Entity with a copy of all notifications made to the Secretary.
9. **Breach Pattern or Practice by Covered Entity.** Pursuant to 42 USC 17934, if the Business Associate knows of a pattern of activity or practice of the Covered Entity that constitutes a material breach or violation of the Covered Entity's obligations under the Contract or Addendum, the Business Associate must immediately report the problem to the Secretary.
10. **Data Ownership.** The Business Associate acknowledges that the Business Associate or its agents or subcontractors have no ownership rights with respect to the protected health information it accesses, maintains, creates, retains, modifies, records, stores, destroys, or otherwise holds, transmits, uses or discloses.
11. **Litigation or Administrative Proceedings.** The Business Associate shall make itself, any subcontractors, employees, or agents assisting the Business Associate in the performance of its obligations under the agreement or Addendum, available to the Covered Entity, at no cost

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to the Covered Entity, to testify as witnesses, or otherwise, in the event litigation or administrative proceedings are commenced against the Covered Entity, its administrators or workforce members upon a claimed violation of HIPAA, the Privacy and Security Rule, the HITECH Act, or other laws relating to security and privacy.

12. **Minimum Necessary.** The Business Associate and its agents and subcontractors shall request, use and disclose only the minimum amount of protected health information necessary to accomplish the purpose of the request, use or disclosure in accordance with 42 USC 17935 and 45 CFR 164.514(d)(3).
13. **Policies and Procedures.** The Business Associate must adopt written privacy and security policies and procedures and documentation standards to meet the requirements of HIPAA and the HITECH Act as described in 45 CFR 164.316 and 42 USC 17931.
14. **Privacy and Security Officer(s).** The Business Associate must appoint Privacy and Security Officer(s) whose responsibilities shall include: monitoring the Privacy and Security compliance of the Business Associate; development and implementation of the Business Associate's HIPAA Privacy and Security policies and procedures; establishment of Privacy and Security training programs; and development and implementation of an incident risk assessment and response plan in the event the Business Associate sustains a breach or suspected breach of protected health information.
15. **Safeguards.** The Business Associate must implement safeguards as necessary to protect the confidentiality, integrity, and availability of the protected health information the Business Associate accesses, maintains, creates, retains, modifies, records, stores, destroys, or otherwise holds, transmits, uses or discloses on behalf of the Covered Entity. Safeguards must include administrative safeguards (e.g., risk analysis and designation of security official), physical safeguards (e.g., facility access controls and workstation security), and technical safeguards (e.g., access controls and audit controls) to the confidentiality, integrity and availability of the protected health information, in accordance with 45 CFR 164.308, 164.310, 164.312, 164.316 and 164.504(e)(2)(ii)(B). Sections 164.308, 164.310 and 164.312 of the CFR apply to the Business Associate of the Covered Entity in the same manner that such sections apply to the Covered Entity. Technical safeguards must meet the standards set forth by the guidelines of the National Institute of Standards and Technology (NIST). The Business Associate agrees to only use or disclose protected health information as provided for by the agreement and Addendum and to mitigate, to the extent practicable, any harmful effect that is known to the Business Associate, of a use or disclosure, in violation of the requirements of this Addendum as outlined under 45 CFR 164.530(e)(2)(f).
16. **Training.** The Business Associate must train all members of its workforce on the policies and procedures associated with safeguarding protected health information. This includes, at a minimum, training that covers the technical, physical and administrative safeguards needed to prevent inappropriate uses or disclosures of protected health information; training to prevent any intentional or unintentional use or disclosure that is a violation of HIPAA regulations at 45 CFR 160 and 164 and Public Law 111-5; and training that emphasizes the criminal and civil penalties related to HIPAA breaches or inappropriate uses or disclosures of protected health information. Workforce training of new employees must be completed within 30 days of the date of hire and all employees must be trained at least annually. The Business Associate must maintain written records for a period of six years. These records must document each employee that received training and the date the training was provided or received.
17. **Use and Disclosure of Protected Health Information.** The Business Associate must not use or further disclose protected health information other than as permitted or required by the agreement or as required by law. The Business Associate must not use or further disclose protected health information in a manner that would violate the requirements of the HIPAA Privacy and Security Rule and the HITECH Act.

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

1. **Permitted Uses and Disclosures:**
 - a. Except as otherwise limited in this Addendum, the Business Associate may use or disclose protected health information to perform functions, activities, or services for, or on behalf of, the Covered Entity as specified in the agreement, provided that such use or disclosure would not violate the HIPAA Privacy and Security Rule or the HITECH Act, if done by the Covered Entity in accordance with 45 CFR 164.504(e) (2) (i) and 42 USC 17935 and 17936.
 - b. Except as otherwise limited by this Addendum, the Business Associate may use or disclose protected health information received by the Business Associate in its capacity as a Business Associate of the Covered Entity, as necessary, for the proper management and administration of the Business Associate, to carry out the legal responsibilities of the Business Associate, as required by law or for data aggregation purposes in accordance with 45 CFR 164.504(e)(2)(A), 164.504(e)(4)(i)(A), and 164.504(e)(2)(i)(B).
 - c. Except as otherwise limited in this Addendum, if the Business Associate discloses protected health information to a third party, the Business Associate must obtain, prior to making any such disclosure, reasonable written assurances from the third party that such protected health information will be held confidential pursuant to this Addendum and only disclosed as required by law or for the purposes for which it was disclosed to the third party. The written agreement from the third party must include requirements to immediately notify the Business Associate of any breaches of confidentiality of protected health information to the extent it has obtained knowledge of such breach. Refer to 45 CFR 164.502 and 164.504 and 42 USC 17934.
 - d. The Business Associate may use or disclose protected health information to report violations of law to appropriate federal and state authorities, consistent with 45 CFR 164.502(j)(1).
2. **Prohibited Uses and Disclosures:**
 - a. Except as otherwise limited in this Addendum, the Business Associate shall not disclose protected health information to a health plan for payment or health care operations purposes if the patient has required this special restriction and has paid out of pocket in full for the health care item or service to which the protected health information relates in accordance with 42 USC 17935.
 - b. The Business Associate shall not directly or indirectly receive remuneration in exchange for any protected health information, as specified by 42 USC 17935, unless the Covered Entity obtained a valid authorization, in accordance with 45 CFR 164.508 that includes a specification that protected health information can be exchanged for remuneration.

IV. **OBLIGATIONS OF COVERED ENTITY**

1. The Covered Entity will inform the Business Associate of any limitations in the Covered Entity's Notice of Privacy Practices in accordance with 45 CFR 164.520, to the extent that such limitation may affect the Business Associate's use or disclosure of protected health information.

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

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

V. **TERM AND TERMINATION**

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

VI. **MISCELLANEOUS**

1. **Amendment.** The parties agree to take such action as is necessary to amend this Addendum from time to time for the Covered Entity to comply with all the requirements of the Health Insurance Portability and Accountability Act (HIPAA) of 1996, Public Law No. 104-191 and the Health Information Technology for Economic and Clinical Health Act (HITECH) of 2009, Public Law No. 111-5.
2. **Clarification.** This Addendum references the requirements of HIPAA, the HITECH Act, the Privacy Rule and the Security Rule, as well as amendments and/or provisions that are currently in place and any that may be forthcoming.
3. **Indemnification.** Each party will indemnify and hold harmless the other party to this Addendum from and against all claims, losses, liabilities, costs and other expenses incurred as a result of, or arising directly or indirectly out of or in conjunction with:
 - a. Any misrepresentation, breach of warranty or non-fulfillment of any undertaking on the part of the party under this Addendum; and
 - b. Any claims, demands, awards, judgments, actions, and proceedings made by any person or organization arising out of or in any way connected with the party's performance under this Addendum.
4. **Interpretation.** The provisions of the Addendum shall prevail over any provisions in the agreement that may conflict or appear inconsistent with any provision in this Addendum. This Addendum and the agreement shall be interpreted as broadly as necessary to implement and comply with HIPAA, the HITECH Act, the Privacy Rule and the Security Rule. The parties agree that any ambiguity in this Addendum shall be resolved to permit the Covered Entity and the Business Associate to comply with HIPAA, the HITECH Act, the Privacy Rule and the Security Rule.
5. **Regulatory Reference.** A reference in this Addendum to a section of the HITECH Act, HIPAA, the Privacy Rule and Security Rule means the sections as in effect or as amended.
6. **Survival.** The respective rights and obligations of Business Associate under Effect of Termination of this Addendum shall survive the termination of this Addendum.

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

Staff Report
Board Meeting Date: September 23, 2021

DATE: September 3, 2021
TO: District Board of Health
FROM: Laurie Griffey, Administrative Assistant I / HR Representative
 775-328-2403, lgriffey@washoecounty.us
SUBJECT: Review, approve and adopt the proposed Washoe County Health District Employee Policy Manual Updates for Fiscal Year 22

SUMMARY

The Washoe County Health District Employee Policy Manual provides additional guidance to staff and ensures administrative compliance with operational policies and procedures, established by the District Board of Health and County Commissioners, governing employees.

District Health Strategic Priority supported by this item:

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

PREVIOUS ACTION

The District Board of Health last reviewed and accepted the Washoe County Health District's Employee Policy Manual on October 24, 2019 for FY 20.

The District Board of Health last reviewed and accepted the Washoe County Health District's Employee Policy Manual on October 26, 2017 for FY 18.

The District Board of Health reviewed and accepted the Washoe County Health District's Employee Policy Manual on November 19, 2015 for FY16.

BACKGROUND

A comprehensive review of the manual was initiated; several policies were updated, and two new policies has been added. The revised manual represents a review of Human Resource and Fiscal policies and procedures and provides employees with guidance on these issues.

The revised manual has been discussed and reviewed by the following individuals:

- Washoe County District Health Officer

Subject: WCHD Employee Policy Manual

Date: September 23, 2021

Page 2 of 2

- Washoe County Health District Administrative Health Services Officer
- Washoe County Health District Division Directors
- Washoe County Human Resources Analyst assigned to Washoe County Health District
- Washoe County Risk Management
- The Deputy District Attorney Chaz Lehman

The Washoe County Health District Employee Policy Manual provides more in-depth information to employees on existing County and Health District policies and procedures in a central location for easy access and reference.

A comprehensive administrative review of the policy manual will be conducted on a bi-annual basis. The policy manual will be kept current with the inclusion of new or revised policies as soon as they are accepted by the District Board of Health.

Upon approval by the District Board of Health, an electronic version of the manual will be placed on the Health District's employee intranet site and a link to the policy will be sent to each employee with an acknowledgement form for the employee to sign. The acknowledgement form indicates the employee has read, understands and agrees to abide by the Washoe County Health District Employee Policy Manual. Acknowledgement forms are maintained in the employee's personnel file.

FISCAL IMPACT

No fiscal impact to the adopted Fiscal Year 21/22 budget.

RECOMMENDATION

Staff recommends the District Board of Health review, approve and adopt the proposed Washoe County Health District Employee Policy Manual updates for Fiscal Year 22.

POSSIBLE MOTION

Move to approve and adopt the Washoe County Health District Employee Policy Manual updates for Fiscal Year 22.

WASHOE COUNTY HEALTH DISTRICT

ENHANCING QUALITY OF LIFE

EMPLOYEE POLICY MANUAL

~~2019~~ 2021

Fiscal Year ~~2020~~ 2022 Version

Fiscal Year ~~2020~~ 2022 Version Adopted by the
District Board of Health ~~October 24, 2019~~

(will insert date once approved by DBOH)



Public Health
Prevent. Promote. Protect.

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



VISION

A healthy community

MISSION

To protect and enhance the well-being and quality of life for all in Washoe County.

Record of Policy Manual Changes

Washoe County Health District Employee Policy Manual

2021 approved changes in Green

2021 suggested changes in Red

Item #	Status	Change	Date Submitted
A.	Updated	APPENDIX - links updated	4/19/2021
B.	Proposed Update	ACCIDENT AND INJURY REPORTING	4/15/2021
C.	Proposed Update	ALTERNATIVE WORK SCHEDULES	4/20/2021
D.	Proposed Update	EMPLOYEE TRAININGS	4/13/2021
E.	Proposed Update	LICENSURE/CERTIFICATE/REGISTRATION RENEWAL PROCESS	4/15/2021
F.	Proposed Update	MEDIA POLICY	4/14/2021
G.	Updated	PERSONAL APPEARANCE	9/2/2020
H.	Proposed Update	PERSONAL ELECTRIC OR ELECTRONIC USE (PEEU)	4/21/2021
I.	Proposed Update	PHOTOCOPYING	4/16/2021
J.	New	PUBLIC RECORDS REQUEST - NEW	7/16/2021
K.	Updated & Proposed Update	RECORDING OF TIME - APPLICATION FOR LEAVE/OVERTIME AUTHORIZATION (proposed update 4/20/21)	12/18/2020 4/20/2021
L.	Proposed Update	RECORDING OF TIME - TIMECARDS	08/25/2021
M.	Updated & Proposed Update	REFUND POLICY (proposed update 5/7/21)	10/13/2020 5/7/21
N.	Updated	SIGNATURES - CONTRACTS	3/25/2021
O.	New	TELECOMMUTING - WORKING REMOTELY	7/15/2021
P.	Proposed Update	USE OF COUNTY VEHICLES	4/13/2021

Computer links throughout the document have been updated to current links.

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Forms, Reference Documents Lists and Links

A. HR Related Documents

- Washoe County Code, Chapter 5 – Administration and Personnel
- Health District Infection and Bloodborne Pathogen Exposure Control Manual
- Labor Relations/Employee Association Contracts
- Washoe County Internet and Intranet Acceptable Use Policy
- Washoe County Human Resources – Policy, Procedures, and Forms

B. Financial

- Washoe County Code, Chapter 15 – County Finances, Purchasing
- Washoe County Accounts Payable Procedure Manual
- Washoe County Internal Controls Procedures Manual
- Washoe County Grants Management Policy Manual
- Washoe County Pro Card User Guide
- Washoe County Purchasing Manual

C. Plans

- Health District Emergency Operations Plan
- Washoe County Health District Evacuation Procedure
- Washoe County Health District Emergency Action Plan
- Washoe County Health District Active Shooter Procedure
- Washoe County Complex Evacuation Policy and Procedures
- Washoe County Emergency Action Plan Policy

D. Forms and Policies

- Customer Conduct Policy (WCHD)
- Customer/Client Rights (Discrimination and Harassment) (WCHD)
- Customer Suspension Policy (WCHD)
- Media Policy D-4 – Press Release (WCHD)
- Media Policy D-5 – Media Advisory (WCHD)
- Media Policy D-6 – Consent and Release

Introduction

The Washoe County Health District Employee Policy Manual is intended to provide general information about departmental policies.

Legal Notice

The policies and statements contained herein may include information taken from other original source documents such as the Washoe County Code and the Agreements, which exist between Washoe County and the recognized Employee Associations. This manual does not alter the provisions of the Code or the Agreements in any way, nor does it affect the relationships defined therein. Therefore, these and other pertinent source documents should be consulted for complete and up-to-date versions of the policies and statements set forth in this Policy Manual.

This document supersedes all prior Health District Employee Policy Manuals. This Policy Manual is subject to change at any time. Employees will be notified of new policies and policy updates upon acceptance. A current copy of the Policy Manual also can be located on the Washoe County Health District website.

Washoe County Policies are discussed with employees attending Washoe County New Employee Orientation through Washoe County Human Resources. Washoe County Health District employees are required to read multiple policies when hired and the link to the Washoe County Human Resources - Policy, Procedure, and Forms website is included in Appendix A of this manual.

Updated 4/13/15

DESCRIPTION:

1) Personal Injury:

If any occupationally related injury or illness results in:

- Absence from work
 - Necessity for transfer to another job or termination of employment
 - Loss of consciousness
 - Restriction of work or movement
 - Medical treatment of any kind, including first aid
- a) The employee shall report the incident to the Supervisor and complete the C-1 “Notice of Injury or Occupational Disease” form immediately; (located on eww.health under Forms & Info, HR Forms & Info, Risk Management forms <http://intranet.washoecounty.us/comptroller/Pages/Workers-Compensation.aspx> and click on Form C1.
 - b) The employee and Supervisor will sign and date the form; (if the employee is incapacitated the form can be completed and signed by the supervisor and sent through the process. The employee’s signature will be obtained as soon as possible and forwarded to Risk Mgmt).
 - c) The Supervisor shall complete the “Supervisor’s Report of Injury form”; (located on eww.health under Forms & Info, HR Forms & Info, Risk Management forms <http://intranet.washoecounty.us/comptroller/Pages/Workers-Compensation.aspx> and click on “Supervisor’s Report of Injury Form”. Forward both forms to the Division Director for review and signature.
 - d) The Division Director will be responsible for ensuring both forms are forwarded to the Washoe County Health District’s **AHS (Administrative Health Service) Office Support Specialist or** HR Representative within 24 hours of the injury/illness.
 - e) The Washoe County Health District’s **AHS Office Support Specialist or** HR Representative completes the C-3 “Employer’s Report of Industrial Injury” forms and notifies the Administrative Health Services Officer (AHSO) or Fiscal Compliance Officer (FCO) in the absence of the AHSO. The AHSO or FCO will initial the form to show they have been made aware of the situation. The **AHS Office Support Specialist or** HR Representative will forward all three forms to Risk Management within three (3) calendar days of injury.

In the event of death, regardless of the time between injury and death, or the length of the illness, the Supervisor shall be responsible for the completion of all required paperwork in steps a – c.

ACCIDENT AND INJURY REPORTING (Continued)

2) **Liability and Property Loss:**

If one or more of the following occurs:

- Personal injury to a non-employee
 - Damage to property of others (non-vehicle)
 - Damage to County property (non-vehicle)
 - Incidents which may result in liability to the Department
- a) The employee shall report the incident to the Supervisor; and within one (1) business day of the incident, complete and submit the Saf-7 “Washoe County Liability and Property Loss Report” form; <http://eww/comptroller/Pages/CLAIMS.aspx> and click on the SAF 7 (Liability and Property Loss Form) and submit it to the Division Director, through their Supervisor;
 - b) The Division Director shall submit the form to the Washoe County Health District’s (WCHD) AHS ~~Office Support Specialist Fiscal Team Office Assistant~~ within two (2) business days of the incident.
 - c) The AHS ~~Office Support Specialist Fiscal Team Office Assistant~~ will have the form reviewed and initialed by the Administrative Health Services Officer (AHSO) or Fiscal Compliance Officer (FCO) in the absence of the AHSO and will send the form and/or advise Risk Management within 3 days of the incident.

3) **Vehicle Accident:**

An Employee driving any vehicle (County, rental, or personal), who is involved in an accident during the course of assigned duties shall:

- a) Immediately notify the appropriate law enforcement agency for investigation at the scene, regardless of the extent of damage; if local law enforcement will not respond and a County vehicle is involved, advise dispatch a County vehicle was involved and request they dispatch a Deputy Sheriff to the scene to do a report. (Risk Mgmt. needs this report);
- b) After notifying law enforcement contact your immediate Supervisor and give a preliminary verbal report; if Supervisor is unavailable, call the Washoe County Health District (328-2410) and give a preliminary verbal report to the WCHD AHS ~~Office Support Specialist Fiscal Team Office Assistant~~.

ACCIDENT AND INJURY REPORTING (Continued)

- c) Within one (1) business day, the employee must complete the Saf-5 “Washoe County Vehicle Accident Report” form and submit it to the WCHD’s AHS ~~Office Support Specialist Fiscal Team Office Assistant~~, through his/her Supervisor and Division Director; (form located on eww.health under Forms & Info, HR Forms & Info, Risk Management forms <http://eww/comptroller/Pages/CLAIMS.aspx> and click on the SAF 5 (Vehicle accident Report Form). If the employee is incapacitated the supervisor can fill out this form and route it. Employee signature will be obtained as soon as possible.
- d) Accidents involving ~~non-County~~ any vehicles when law enforcement does not respond: Employee should obtain, complete and file the Nevada Department of Motor Vehicles “Driver’s Report of Traffic Accident SR-1: form and submit a copy to the WCHD AHS ~~Office Support Specialist Fiscal Team Office Assistant~~ (NV DMV SR-1 form located at <http://www.dmvnv.com/pdfforms/sr1.pdf>
- e). ~~Each County Vehicle contains a “Red Envelope” in the glove compartment which outlines the instructions and Employee should follow when a motor vehicle accident occurs. These instructions apply to county and non-county vehicles alike. Following the enumerated instructions listed on the Red Envelope will provide Risk Mgmt. with all the information they need to properly administer any related claim. An Employee using a non-county vehicle for business purposes can obtain the Red Envelope instructions from the WCHD AHS Office Support Specialist or~~ <https://washoenv.sharepoint.com/sites/Comptroller/sitePages/claims.aspx>
- f). Do not sign any form(s) or materials presented by the insurance carrier(s) of the opposing party. All such materials are to be forwarded to the District Health Officer, who will advise Risk Management.

Proposed Update 7/12/21

DESCRIPTION:

Washoe County Health District evaluates each request for an Alternative / Compressed Work Schedule individually. Alternative Schedules are to enhance public service and are granted at the sole discretion of the employer (must be approved by District Health Officer) and are not an employee entitlement. Alternative/Compressed work schedules can be discontinued at any time by management.

1) Purpose

Washoe County Health District is dedicated to excellence in public service. The purpose of this ~~policy procedure~~ is to provide flexibility in work schedules to meet the business needs of Washoe County Health District. Each department should determine if the Alternative Work Schedule Program would be effective in meeting their business needs. Participation in the Washoe County's Alternative Work Schedule Program is at the sole discretion of the employer and is not an employee entitlement. It should be understood that not every job is adaptable to an alternative work schedule. This ~~policy procedure~~ provides an effective business tool to enhance public service and employee performance. This ~~policy procedure~~ also provides new opportunities for efficiency, potential expanded hours for customer service and a possible recruiting tool to attract new talent.

Nothing in this ~~policy procedure~~ supersedes ~~sd~~ Nevada Revised Statutes, Washoe County Code, Labor Agreements or FLSA regulations.

2) Eligibility

Every department may, upon approval of their department head, provide alternative work schedules to employees. Each participating department shall determine which alternative work schedules, if any, are available for employees. Such determinations shall be made based upon the business needs, staffing and coverage requirements, etc.

Individual employees may be permitted, with the consent of their supervisor and the approval of appropriate management, to work alternative schedules. Approval of alternative work schedules for individual employees will be based upon consideration of the employee's job performance, office operating requirements, employee's attendance and timeliness, and any disciplinary issues. Certain positions may not be eligible for an alternative work schedule due to program needs or the job duties assigned to the position. Every employee working an alternative work schedule shall do so in accordance with a

written agreement, approved by the department head, the immediate supervisor, and the employee. Probationary employees may be eligible for alternative work schedules, in special circumstances, with the approval of the department head.

Alternative work schedules of 5-8-hour shifts, 4-10-hour shifts, 4-9-hour shifts, with a 1-4hour shift, or variations of the standard work hours/workdays, which best accommodate business needs may be considered. The Washoe County Health District does not allow the 9-80 schedule.

Alternative Work Schedules are a privilege, not a right; and any employee can be removed from an Alternative Work Schedule by management for any reason with a 2-day notice.

Health District staff working on a schedule other than Mon-Fri 5-8-hour shifts are to revert to a 5-8-hour schedule for all weeks that include a paid holiday, when attending trainings or other situations where an employee needs to work 8-hour days for a project, assignment or it is required by their supervisor. Holiday Pay is counted as part of the employees 40 hours and part of the part-time staff's planned working hours. Pre-approval from management is required for any overtime, including extra hours worked during a holiday week.

3) **Policy & Form**

The ~~Washoe County~~ Alternative Work Schedule form is located on the ~~County website~~; Washoe County Health District Intranet page under "Forms"

<https://washoenv.sharepoint.com/sites/Health/SitePages/Forms.aspx>

<http://www.washoecounty.us/humanresources/Policies/policiesfullisting.php>

The ~~Washoe County Alternative Work Schedule Policy Procedure~~ is being updated by Washoe County Human Resources. When it is completed, the policy will be posted to the Human Resources Policies list at the link above.

All Health District employees are to use the ~~Washoe County~~ Alternative Work Schedule form located on the Health District Intranet site under "Forms" and employees must attach a memo explaining the benefits and impacts the alternative schedule will have on the program.

Proposed Update 4/20/21

DESCRIPTION:

The Health District does not allow animals in our facility; it does allow Service Animals, and service animal trainees in accordance with “Americans with Disabilities Act,” Title III.

Pets should be left at home.

The definition of a “Service Animal” will include a dog or miniature horse, which is individually trained to do work or perform tasks for the person with a disability. Service animals are allowed to accompany people with disabilities in all areas where members of the public are allowed to go.

ADA information https://www.ada.gov/service_animals_2010.htm

**Staff may ask two questions to determine if it is a service animal – see below:
According to NRS 651.075**

A place of public accommodation may:

- (a) Ask a person accompanied by an animal:
 - (1) If the animal is a service animal or service animal in training; and
 - (2) What tasks the animal is trained to perform or is being trained to perform.

What kind of animal is that? The answer should be “service”.

OR: is your dog a service animal required because of a disability? Answer should be yes. **YOU MUST NOT ASK WHAT THE DISABILITY IS.**

Service animals in training are also welcome.

What service/task/work has it been trained to provide?

Examples of such work or tasks include guiding people who are blind, alerting people who are deaf, pulling a wheelchair, alerting and protecting a person who is having a seizure, reminding a person with mental illness to take prescribed medications, calming a person with Post Traumatic Stress Disorder (PTSD) during an anxiety attack, or performing other duties. Service animals are working animals, not pets. **The work or task a dog has been trained to provide must be directly related to the person’s disability. Dogs whose sole function is to provide comfort or emotional support do not qualify as service animals under the ADA.** Petting a cat or dog reduces blood pressure, however having high blood pressure is not a disability, and the animal hasn’t been trained to lower blood pressure, it’s a byproduct of petting a dog or cat. Same for anxiety disorders, ADHD, etc.

Added 6/2/15

5 - AUTHORITY: HEALTH OFFICER TO APPROVE DIVISIONAL AND PROGRAMMATIC PROTOCOLS AND POLICIES

DESCRIPTION:

- 1) The District Health Officer shall conduct an administrative review of the Divisional Policy and Protocol manuals on an annual or bi-annual basis as required. Upon completion of the review the District Health Officer will sign both the review and the approval cover documents, which will contain other appropriate approval signatures, including Consulting Medical Directors as required. The District Health Officer will provide a summary of all Protocol and Policy Manuals reviewed to the District Board of Health to allow the Board to review any specific policies or protocol, and to ask questions.

Authorized by the District Board of Health at their April 26, 2012 meeting.

Added - 5/14/12

6 - AUTHORITY: HEALTH OFFICER TO REVIEW AND APPROVE NEW AND CONTINUING GRANT APPLICATIONS AFTER CONDUCTING A PRE-APPLICATION ASSESSMENT

DESCRIPTION:

Pre-Application Assessment

A pre-application assessment evaluates the following factors and should be done in consultation with the Administrative Health Services Officer and District Health Officer (DHO).

Pre-Application Assessment shall be done in advance of the submission of the Grant Application for new and continuing grants.

Financial Factors:

- a) Total anticipated project cost (including reimbursable and non-reimbursable costs and costs associated with sub-granting)
- b) Match requirements and sources
- c) Program income considerations
- d) Staffing requirements (including salary and benefits increases for multi-year grants)
- e) Plan for sustaining/terminating the program in the event of loss of grant funding or end of the grant term

Programmatic Factors:

- a) Alignment with the Washoe County Health District mission and County strategic priorities
- b) Community and service delivery benefits
- c) Provision or expansion of services to address critical needs as determined by DHO
- d) Department's capacity to administer the requirements of the grant

Application - "Request to Submit" Form

All Washoe County Health District grant applications must be approved by the Administrative Health Services Officer and District Health Officer or the District Board of Health prior to application. Board approval for applications is only necessary when required by the granting agency.

All grant applications will require the "Request to Submit" form be completed and sent through the appropriate approval process.

Updated 9/3/19

DESCRIPTION:

All employees who handle cash or participate in fiscal transactions shall annually read the Washoe County Ordinances on cash handling and the Washoe County Internal Controls Procedures Manual. Upon completion of the review of the above documents, employees will sign an acknowledgement form which shall be sent to Administrative Health Services for retention.

PROCESS FOR HANDLING INCOMING COUNTY FUNDS:

- 1) **Each division shall prepare and maintain a fully documented procedure manual concerning all aspects of its cash handling policies and procedures. The manual should be maintained in an up-to-date manner and readily available to all personnel.**
 - a) All funds must be accounted for and kept in a secure location.
 - b) All funds taken in by an employee/division must be processed for deposit and turned into Administrative Health Services (AHS) in a timely manner (within 1 business day, **notify AHS if an exception is required**).
 - c) All currency (bills) should all be stacked in order; heads up and all facing the same direction with the largest bills on the bottom.
 - d) Administrative Health Services will do a combined deposit of all funds on the following business day.
 - e) A Daily Cash Receipt **or Accela Cashier Summary** form must be completed by each employee/division for all funds accepted by that employee into that division in the form of cash, check, **money orders**, credit card, or coins. The Daily Cash Receipt **or Accela Cashier Summary** form must be signed by the person counting the funds and completing the form.
 - f) All funds must be double counted (**by a different person**) within the division in which they were accepted prior to being sent to Administrative Health Services for deposit.
 - i) The person doing the double count must reconcile the cash register receipt or computer printouts with the Daily Cash Receipt **or Accela Cashier Summary** form and the actual funds or credit slips to ensure accuracy.
 - ii) The person doing the double count is required to run a calculator tape of all entries on the Daily Cash Receipt (DCR) **or Accela Cashier Summary form** and attach the calculator tape to the DCR form. Then run a calculator tape of the cash, coins, checks and/or credit receipts to ensure all items are recorded accurately on the DCR form. This calculator tape is to be attached to the Cash, checks and/or Credit Card receipts. The totals on the calculator tapes should match the total on the top of the DCR form as well as the Cash Register receipt or computer printout.

CASH HANDLING (Continued)

- iii) Once all items have been double counted (funds counted, calculator tapes run and all totals verified) the person who did the double count signs the second line on the Daily Cash Receipt or **Accela Cashier Summary form** documenting they have verified the accuracy of the funds and documents.
- g) All employees are to follow the County's overall process for Cash Handling and **the division's process for cash handling as outlined in the division's procedure manual for cash handling.**

Updated 9/3/19

DESCRIPTION:

All employees who are issued a County/Health District cell phone must read and sign the WCHD Cell Phone Policy located on the Health District website as "WCHD Cell Phone Policy"; <https://washoenv.sharepoint.com/sites/Health/SitePages/Policies-&-Procedures.aspx> or obtain a copy from the Health District HR Representative.

Cell phones are to be used for County/Health District business only. They are not to be used for personal use except in an emergency situation as outlined in section #2 of the Cell Phone Policy.

Individually signed cell phone policy acknowledgement forms are to be submitted to the Health District HR Representative and placed in the employee's personnel file.

PERSONAL USE OF CELL PHONES AND OTHER MOBILE DEVICES:

Caution should be used when using cell phones, iPads and other mobile devices with cameras during work time so as to protect the private information of the Health District (e.g. medical records information, addresses, and personal phone numbers), fellow employees and customers.

So as to guarantee the protection of customer's private information, cell phones, iPads or other mobile devices with cameras are not permitted at customer service desks while customers are being assisted.

Employees are encouraged to use common sense when making or receiving personal cell phone calls at work. For example, employees should speak quietly and reserve personal or intimate details for non-work hours.

Personal cell phone usage at work must never include language that is obscene, discriminatory, offensive, prejudicial or defamatory in any way (such as jokes, slurs and/or inappropriate remarks regarding a person's race, ethnicity, sex, sexual orientation, religion, color, age or disability).

Employees should turn off ringers or change ringers to "mute" or "vibrate" during training, conferences and the like; when meeting with clients or serving customers; and if an employee shares a workspace with others.

Updated 9/6/19

DESCRIPTION: Washoe County Code of Conduct

Given that the Washoe County Health District employees are required to adhere to the policies set by Washoe County the following Code of Conduct is required to be followed by Health District Employees.

This Code of Conduct sets forth Washoe County's expectations of its employees in their interactions with the public and each other and reflects the core values set out in Washoe County's Value Statement:

We Value Community, Quality Public Service, Teamwork, People, Communication, Integrity, Professionalism and Progressive Thought.

This Value Statement and the following Code of Conduct recognize the Washoe County's most valuable asset is its employees and reflects Washoe County's commitment to recognizing that everyone deserves to be treated with dignity and respect. Employees, while on duty, are expected to conduct themselves at all times in a manner consistent with this Code of Conduct, and a failure to do so may lead to discipline up to and including discharge. Off duty conduct that, at a significant level, negatively affects County operations or brings discredit to the organization may be cause for disciplinary action up to and including discharge.

CODE OF CONDUCT

Honesty

- A commitment to honesty requires a good faith intention to be accurate, sincere and straightforward, to seek out the truth, and to avoid misrepresentation.
- Honesty is the cornerstone upon which public trust is built. For the public to have faith in its public employees, employees shall always be honest in their dealings with the public and each other.

Respect

- Employees shall acknowledge the fundamental dignity and worth of others and their opinions.
- Respect reflects a commitment to attempt to resolve conflicts at the lowest level in a respectful and straightforward manner.
- Respect creates an environment in which ideas can be exchanged, concerns can be appropriately voiced, problems can be solved, and employees' contributions to the organization are recognized, and requires employees at all levels to interact in a professional and dignified manner.

Duty to Serve the Public

- Washoe County employees shall commit themselves to high professional, ethical, and moral standards in their dealings with the public and their fellow employees.
- Duty to public service embraces the unique responsibility to respond in emergencies, to work as a team and with a spirit of cooperation within the organization and our community.
- Duty to public service requires that Washoe County employees be accountable to each other, the County organization, and the public for their conduct at work and for their off duty conduct which negatively affects Washoe County.

Tolerance

- Employees shall accept and value differences and refrain from negative judgement based solely on those differences.
- Washoe County, as an organization and a community, is strengthened by a diversity of experiences, backgrounds, preferences, perspectives, and talents.
- Employees' ability to embrace diversity promotes and enhances our progress.

Fairness

- Employees shall endeavor to listen, understand, and perform their duties without prejudice or favoritism.

Courtesy

- Employees shall be courteous, polite and considerate in dealing with each other and the public.

Compliance with other adopted Policies

- Employees shall comply with all other applicable adopted policies: such as Workplace Violence, Discrimination policies, etc.

Added 6/30/2017

DESCRIPTION: NRS 281A.400

Wording updated to NRS 2017 version

A code of ethical standards is hereby established to govern the conduct of public officers and employees:

- 1) A public officer or employee shall not seek or accept any gift, service, favor, employment, engagement, emolument or economic opportunity which would tend improperly influence a reasonable person in the public officer's or employee's position to depart from the faithful and impartial discharge of the public officer's or employee's public duties.
- 2) A public officer or employee shall not use the public officer's or employee's position in government to secure or grant unwarranted privileges, preferences, exemptions or advantages for the public officer or employee, any business entity in which the public officer or employee has a significant pecuniary interest, or any person to whom the public officer or employee has a commitment in a private capacity to the interests of that person. As used in this subsection, "unwarranted" means without justification or adequate reason.
- 3) A public officer or employee shall not participate as an agent of government in the negotiation or execution of a contract between the government and any business entity in which the public officer or employee has a significant pecuniary interest.
- 4) A public officer or employee shall not accept any salary, retainer, augmentation, expense allowance or other compensation from any private source for the performance of the public officer's or employee's duties as a public officer or employee.
- 5) If a public officer or employee acquires, through the public officer's or employee's public duties or relationships, any information which by law or practice is not at the time available to people generally, the public officer or employee shall not use the information to further a significant pecuniary interest of the public officer or employee or any other person or business entity.
- 6) A public officer or employee shall not suppress any governmental report or other official document because it might tend to affect unfavorably a significant pecuniary interest of the public officer or employee.
- 7) Except for State Legislators who are subject to the restrictions set forth in subsection 8, a public officer or employee shall not use governmental time, property, equipment or other facility to benefit a significant personal or pecuniary interest of the public officer or employee. This subsection does not prohibit:
 - a) A limited use of governmental property, equipment or other facility for personal purposes if:
 - i) The public officer or employee who is responsible for, and has authority to authorize the use of such property, equipment, or other facility, has

- established a policy allowing the use or the use is necessary as a result of emergency circumstances.
 - ii) The use does not interfere with the performance of the public officer's or employee's public duties.
 - iii) The cost or value related to the use is nominal; and
 - iv) The use does not create the appearance of impropriety.
 - b) The use of mailing lists, computer data, or other information lawfully obtained from a governmental agency which is available to members of the general public for nongovernmental purposes; or
 - c) The use of telephones or other means of communication if there is not a special charge for that use. If a governmental agency incurs a cost as a result of a use that is authorized pursuant to this subsection or would ordinarily charge a member of the general public for the use, the public officer or employee shall promptly reimburse the cost or pay the charge to the governmental agency.
- 8) A State Legislator shall not:
- a) Use governmental time, property, equipment, or other facility for a nongovernmental purpose or for the private benefit of the State Legislator or any other person. This paragraph does not prohibit:
 - i) A limited use of state property and resources for personal purposes if:
 - (a) The use does not interfere with the performance of the State Legislator's public duties.
 - (b) The cost or value related to the use is nominal; and
 - (c) The use does not create the appearance of impropriety.
 - ii) The use of mailing lists, computer data, or other information lawfully obtained from a governmental agency, which is available to members of the general public, for nongovernmental purposes; or
 - iii) The use of telephones or other means of communication if there is not a special charge for that use.
 - b) Require or authorize a legislative employee, while on duty, to perform personal services or assist in a private activity, except:
 - i) In unusual and infrequent situations where the employee's service is reasonably necessary to permit the State Legislator or legislative employee to perform that person's official duties; or
 - ii) Where such service has otherwise been established as legislative policy.
- 9) A public officer or employee shall not attempt to benefit a significant personal or pecuniary interest of the public officer or employee through the influence of a subordinate.
- 10) A public officer or employee shall not seek other employment or contracts through the use of the public officer's or employee's official position.

Updated 9/6/19

DESCRIPTION:

All Washoe County Health District Staff are to keep confidential all information pertaining to persons receiving services at the Washoe County Health District. No one is to remove any files from the Health District premises or to disclose any information to unauthorized persons including, without limitation, friends, family, acquaintance or the news media.

All Health District employees sign an Oath of Confidentiality upon hire indicating they understand that unauthorized disclosure of client or any confidential information may result in disciplinary action and /or personal civil liability for damages.

When the employee signs the acknowledgment form for the review of the Washoe County Health District Employee Policy Manual, they are affirming they have read and will abide by the Washoe County Health District Confidentiality Policy.

Added 6/1/17

12 - CONTACT-EXTERNAL AGENCIES/DEPARTMENTS

DESCRIPTION:

Any employee acting as a representative of the Washoe County Health District shall notify the Supervisor and Division Director prior to any work-related contact of officials outside the Washoe County Health District. Such officials shall include:

Board of Health Members	County Manager	City Manager
Assistant County Manager	Elected Officials	Federal Health Officials
State Health Division Administrator	State Health Officer	

The Division Director shall advise the District Health Officer of the reason(s) for the contact, and the District Health Officer shall determine who shall make the contact.

If an employee is contacted directly by one of the above officials, that contact shall be reported as soon as possible to the Supervisor and Division Director, who shall notify the District Health Officer.

Administrative Health Services (AHS) provides administrative guidance and oversight for fiscal activities, human resources, and information technology for the District. The services and contacts can be provided by AHS. AHS can act as a liaison for the employees, or the employees can work directly with external agencies for routine work-related activities.

Updated 9/6/19

DESCRIPTION:

The Washoe County Health District (WCHD) is committed to developing and maintaining public health services and materials that are culturally competent, consumer-guided, and community-based. Cultural competence is an essential requirement for our organization to provide effective services to our diverse populations. The purpose of this policy is to provide guidance to employees on adopting and practicing culturally competent services.

POLICY:

- a) WCHD shall adopt the National Standards for Culturally and Linguistically Appropriate Services (CLAS) in health and health care from the U.S. Department of Health and Human Services, Office of Minority Health
<https://minorityhealth.hhs.gov/assets/pdf/checked/finalreport.pdf>
- b) These standards are intended to advance health equity, improve quality, and help eliminate health care disparities by providing a blueprint to implement culturally and linguistically appropriate services. Adoption of these standards is intended to help advance better health and health care in the United States.
- c) The CLAS standards as implemented by WCHD are intended to be broadly inclusive of diverse racial, ethnic, sexual and other cultural and linguistic groups, and are intended to serve as general guidelines and not as mandatory requirements.
- d) This policy shall be included in orientation materials for all new staff.

PROCEDURES:

- 1) Non-Discrimination in Provision of Services. WCHD will implement nondiscriminatory practices in accordance with federal law in the delivery of direct services. WCHD shall:
 - a) Adopt a non-discrimination policy prohibiting discrimination to clients included in, but not limited to the following protected characteristics: race, gender, religion, color, national origin, age, disability, pregnancy, veteran status, genetic status, and sexual orientation. The policy shall state whom to contact in instances of possible discrimination.
 - b) Post the policy in an area visible to clients or at the point of service and make it available to clients upon request.
 - c) Make available to clients the procedures for requesting reasonable accommodations in the receipt of services. In addition, the procedures should be posted in an area visible to clients or at the point of service.
 - d) Make available to clients the procedures for requesting interpretation services, including American Sign Language, in the receipt of services. In addition, the procedures should be posted in an area visible to clients or the point of service.

These procedures shall be available in languages and formats (e.g. for persons with disabilities) appropriate to the population being served.

- 2) Requests for Proposals. All Requests for Proposals or Qualifications (RFP/Q) should, as appropriate, include a statement informing respondents that by responding to a RFP, they agree to follow federal law as it relates to non-discriminatory practices and to provide culturally competent services, including:
 - a) Demonstrating previous experience with providing services to the diverse ethnic, linguistic, sexual or cultural population to be served;
 - b) The current ability of the agency's staff, volunteers, and Board to provide the specific services solicited to the diverse ethnic, linguistic, sexual or cultural population to be served; and
 - c) The specific outcome measures, qualitative and quantitative, which demonstrate that the program provides culturally and linguistically competent services.
- 3) Technical Assistance and Training
 - a) In order to integrate cultural and linguistic competence into its processes and programs, WCHD shall offer staff training on cultural and linguistic competency, including population-specific and skills-based training activities. This training is included in the WCHD Workforce Development Plan and found at <https://www.train.org/main/welcome>.

DEFINITIONS:

Cultural Competence: A set of attitudes, skills, behaviors, and policies that enable organizations and staff to work effectively in cross cultural situations. It is the ability to function effectively and provide services to customers within the context of their cultural and linguistic needs.

Cultural and Linguistic Competence: A set of congruent behaviors, attitudes, and policies that come together in a system, agency, or among professionals that enables effective work in cross-cultural situations. "Culture" refers to integrated patterns of human behavior that include the language, thoughts, communications, actions, customs, beliefs, values, and institutions of racial, ethnic, religious, or social groups. "Competence"~ implies having the capacity to function effectively as an individual and an organization within the context of the cultural beliefs, behaviors, and needs presented by consumers and their communities.

National CLAS Standards (CLAS): A set of standards intended to advance health equity, improve quality, and help eliminate health care disparities by establishing a blueprint for health and health care organizations.

Added 7/6/17

DESCRIPTION:

A Customer Conduct Policy, Customer/Client Rights Under the Discrimination and Harassment Policy and a Customer Suspension Policy have been created to outline the acceptable conduct of customers and customer's rights along with a process for suspending a customer's privileges.

The policies are available under the forms section of this manual and posted on the Washoe County Health District intranet under <https://washoenv.sharepoint.com/sites/Health/SitePages/Policies-&-Procedures.aspx>.

Employees should review and be aware of the policies and follow the "Staff Actions Steps" below.

Staff Action Steps for Customer Conduct Policy Violation

1. Staff should ask the customer to please discontinue their action or behavior that is not in compliance with our Customer Conduct Policy.
2. Should this not work, let the customer know that they are violating the policy, and provide him or her with a copy of the Customer Conduct Policy.
3. If the customer has any questions or concerns, or continues their actions or behaviors, notify a Supervisor.
4. The Supervisor may discuss the situation with the customer, reiterating the policy violation. If necessary, security may be notified.
5. If the customer is unable to comply with the policy, the Supervisor shall let the customer know that his or her Health District privileges may be suspended, as stated in the **WCHD Customer Suspension Policy**.

Staff Action Steps for WCHD Customer/Client Discrimination and Harassment Policy - For use when customers state they have been discriminated or harassed by Health District staff

1. Immediately notify their Supervisor or Division Director of the customer's complaint.
2. The Supervisor will provide the customer with a copy of the WCHD Customer/Client Discrimination and Harassment Complaint Form, for the client to complete.
3. The Supervisor shall collect the form from the customer and make a copy for the client to retain.
4. Provide original complaint form to the District Health Officer for review and investigation.

For more information regarding the above policies, please refer to the WCHD Policy Manual. Appendix D

Updated 9/6/19

DESCRIPTION:

Mandatory FEMA Trainings:

All Washoe County Health District (WCHD) Employees:

- IS-100* and IS-700* (or its equivalent) within 90 days of hire
- IS-200* (or its equivalent) within 1 year of hire
- ICS Refresher Course every 2 years. This requirement can be completed by participating in a brief online refresher course, which can be found at: http://nciph.sph.unc.edu/tws/HEP_ICSinTRO-NV/certificate.php Staff is currently trying to locate a new ICS Refresher course.
- IS 907 or an Active Shooter Awareness Training equivalent

* IS 100, IS 700, IS 200, and IS 907 are all offered online, and sometimes in a classroom setting. The FEMA Courses can be found at: <https://training.fema.gov/nims/>

Along with the above listed trainings, staff in certain job classifications will need to take additional FEMA courses as described below.

Staff in the following job classifications must also take **ICS-300**** within 2 years of hire (or notification).

* Administrative Assistant * Air Quality Specialist * Department Systems Specialist * Disease Intervention Specialist * Environmental Engineer * Environmental Health Specialist * Licensed Engineer * Public Health Investigator * Statistician

Staff in the following job classifications must also take **ICS-300**** and **ICS-400**** within 2 years of hire (or notification):

* Air Quality Supervisor * Advanced Practice Registered Nurse * Communications Manager * Epidemiologist * Environmental Health Specialist Supervisor * Fiscal Compliance Officer * Health Educator * Program Coordinator * Public Health Nurse * Public Health Nurse Supervisor * Senior Air Quality Specialist * Senior Environmental Health Specialist * Senior Epidemiologist * Epidemiology Program Manager * Director of Programs and Projects

Staff in the following job classifications must also take **ICS-300****, and **ICS-400****, and **IS-800.B NRF**, within 2 years of hire (or notification):

* Administrative Health Services Officer * District Health Officer * Division Director * Public Health Preparedness Program Staff

** **ICS 300** and **ICS 400** are only offered in a classroom format. For more information about upcoming training opportunities, contact ~~Aaron Kenneston at akenneston@washoecounty.us~~ Kelly Echeverria Emergency Management Administrator at KEcheverria@washoecounty.us or sign up for **ICS 300 and 400 classes** through **the Nevada State Department of Emergency Preparedness - http://dem.nv.gov/training/Training_Calendar/**

EMPLOYEE TRAININGS (Continued)

These training requirements were recommended by the Department Emergency Management Council and adopted by the District Health Officer and Division Directors on February 28, 2011 and updated on January 15, 2014.

County Required Trainings:

Training / Course	Time Frame	Frequency
Drug Awareness	Upon hire	Every 2 years for employee and yearly for supervisors
Defensive Driving	As soon as possible upon hire (any employee who may drive for any type of County work related business - trainings etc.)	Classroom training- then On-line or classroom -refresher course every 2-3 years
County Policy (Preventing Harassment/Discrimination)	Online as part of At new hire orientation for permanent employees, or on-line for Intermittent Hourly or Per Diem	Every 2 years
Workplace Violence	Upon hire	Every 2 years

Health Required Trainings:

Training / Course	Time Frame	Frequency
HIPAA	Upon hire	Every 2 years
Quality Improvement	Upon hire for permanent employees only. Not required for Int Hrly or Per Diem	On-line initially then refresher class every 2 years.
Health District Overview	All permanent new hires employed after July 2013	One time only
Washoe County Employee Policy Manual	Upon hire	When updated - approximately every 2 years.
Bloodborne Pathogen - PowerPoint Presentation	All CCHS and specific EHS staff - 1st time in person training	Yearly - when advised or policy is updated. Yearly online
Infection Control Manual and Bloodborne Pathogen manuals	All CCHS and specific EHS staff when hired	When manuals are updated. Advised of update

EMPLOYEE TRAININGS (Continued)

<p>Biennial Policy Review - WCHD Emergency Action Plan WC Emergency Action Plan/Policy Code of Conduct, Public Records Policy Internet/Intranet Use Policy</p>	<p>Approximately every 2 years starting in 2017</p>
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Proposed Update 4/13/21

DESCRIPTION:

Families of staff receive services under the same conditions that apply to the general public. If the service allows for a sliding fee scale, the family member must qualify according to the same criteria that apply to the general public. Staff will not qualify their family member for services at a reduced cost; this must be done by another staff member. This policy also applies to District Board of Health family members.

When a staff member experiences acute symptoms of illness, appropriate care and testing will be provided, according to Department capabilities, and the individual will be referred to a private health care provider.

Work required immunizations or lab testing will continue to be provided to employees at no charge. Required physical examinations will be performed at District expense, through a designated outside contractor.

Approved prior to 2012

DESCRIPTION:

The Washoe County Health District (WCHD) is required by law to maintain the privacy of protected health information, given this, all WCHD employees are required to:

- 1) Complete HIPAA on-line training every two years at <http://www.webnettraining.com>
- 2) Not use or share client information unless:
 - i) authorized by the client in writing,
 - ii) sharing with other professionals treating the client,
 - iii) required for billing of services to health plans or other entities,
 - iv) required to improve client care or to contact the client,
 - v) the information will help with public health and safety issues such as: prevent the spread of disease, help with product recalls, report adverse reactions to medications, report suspected abuse, neglect, or domestic violence, or prevent or reduce a serious threat to anyone's health or safety,
 - vi) responding to government requests, lawsuits, and legal actions such as court or administrative orders or subpoenas. Due to the complexity of dealing with government requests, lawsuits and legal actions consult the Deputy District Attorney assigned to the Health District before giving out information,
 - vii) sharing information for health research so long as the client name is redacted and no other personally identifying information is included,
 - viii) it is for worker's compensation claims, responding to organ and tissue donation requests from organ procurement organizations,
 - ix) in working with a medical examiner or funeral director when an individual die.
- 3) Services provided through contracts will require a business associate agreement with the contractor if they have access to client protected information.
- 4) Client appointment reminders are allowed under the HIPAA Privacy Rule without client authorizations (pursuant to the Office for Civil Rights, 12/19/2002).
- 5) Let your supervisor know promptly if a breach occurs that may have decreased the privacy of customer health information.
- 6) The following is restricted by all Health District employees in regard to the client protective health information, you cannot: create or manage a directory of clients; create or maintain psychotherapy notes; market services or sell personal information; or contact patients for fundraising.

Federal law authorizes the imposition of penalties for privacy violations. Enforcement of these penalties lies with federal authorities but can include employment disciplinary action, up to and including termination, depending on the situation. In the event a monetary penalty is assessed by the federal authorities against an employee of the Health District, the payment will be the sole responsibility of that person.

Civil Penalties: Persons, including health plans, providers and clearinghouses, which violate federal privacy standards will be subject to civil liability. Penalties can range from \$100-\$50,000 or more for each violation, up to a maximum of \$1.5 million for identical provisions during a calendar year depending on whether the violation is willful neglect or not.

Federal Criminal Penalties: Criminal penalties have monetary penalties along with potential jail sentences up to ten years depending on the level of knowledge of the breach of information. Penalties will be higher for actions designed to generate monetary gain.

ADDED 6/2/17

DESCRIPTION:

The HIPAA Security Rule focuses on the safeguarding of Electronic Protected Health Information (ePHI). The primary goal of the Security Rule is to protect the confidentiality, integrity and availability of ePHI.

All employees are required to follow the Washoe County Information Security Policy located at

https://www.washoecounty.us/humanresources/files/hrfiles/TS_%20Security_Policy_8_2005.pdf and complete the HIPAA training every two years from <http://www.webnettraining.com>.

- 1) **Employees are not to use unauthorized personal mobile devices (laptops, smartphones, external drives etc.) to store, access, send or process ePHI or confidential data unless: they are password protected; auto logoff or password protected screen savers are used; and, encryption of stored data by acceptable encryption software approved by a Department System Specialist.**
- 2) Access to ePHI is granted only to individuals authorized.
- 3) Washoe County Health District (WCHD) computer equipment should only be used for authorized purposes in the pursuit of accomplishing your specific duties.
- 4) Disclosure of ePHI via electronic means is strictly forbidden without appropriate authorization.
- 5) Installation of software without prior approval is prohibited.
- 6) Do not use computer equipment to engage in any activity that is in violation of the WCHD policies and procedures or is illegal under local, state, federal, or international law.
- 7) All WCHD computer systems are subject to audit.
- 8) All computers should be manually locked, locked via a screen saver, or logged off when unattended.
- 9) Computer screens with ePHI or confidential data should not be viewable by the public.
- 10) Shut down your computer when you leave for an extended period of time
- 11) You must access WCHD information utilizing your username and password!
- 12) Password sharing is not permitted.
- 13) Maintain your password in a secure and confidential manner.
- 14) Let your supervisor know promptly if an electronic breach occurs that may have decreased the privacy of client health information.
- 15) Upon resignation, termination or transfer of employee all WCHD network and PC access is terminated, all ePHI and computer equipment should be retrieved.

Added 6/2/17

DESCRIPTION:

The Washoe County Health District as a department within Washoe County and in accordance with Section 6 C, D, and E. of the Interlocal Agreement establishing the Health District – follows all Washoe County Human Resources policies and procedures.

- Information on Job Opportunities, Job Specifications and Salaries, Recruitment and Selection Process, Governance, Diversity and Student Initiatives can be found at: <https://www.washoecounty.us/humanresources/index.php> under **“Careers”**
- Information on Health Benefits, Retirement Planning, Employee Assistance Program, Supplemental Benefits, Continuing Education, Other Benefits, Washoe County Retirees (History of the Retiree Program), Worker’s Compensation, Telemedicine and Special Notices can be found at: <https://www.washoecounty.us/humanresources/index.php> under **“Benefits”**
- Information on Labor Relations and Associations can be found at: <https://www.washoecounty.us/humanresources/index.php> under **“Labor Relations”**
- Information on Policies & Guidelines and Forms is located at: <https://www.washoecounty.us/humanresources/index.php> under **“Policies”**
- Information on Manager’s Toolkits, EPS Programs, New Employee info and the Learning Center can be found at: <https://www.washoecounty.us/humanresources/index.php> under **“Learning and Development”**
- The Human Resources Mission Statement, Merit Personnel System, Governance and the Washoe County Remuneration Study are located at: <https://www.washoecounty.us/humanresources/index.php> under **“About HR”**
- In the section under “About HR” there is a FAQ tab that provides information to staff on many of the Frequently Asked Questions. <https://www.washoecounty.us/humanresources/index.php>

Added 9/11/19

20 - INCOMPATIBLE ACTIVITIES

DESCRIPTION: Washoe County Code,
Sections 5.334 through 5.339 (January 2009)

5.334 Full-time service required: Each employee shall, during his hours of duty as an employee and subject to such other laws, rules or regulations as pertain thereto, devote his full-time attention and efforts to County employment. A full-time employee may not engage in additional part-time work for the County.

[§1, Ord. No. 729; A Ord. No. 828]

5.335 Incompatible activities: Prohibition. Employees shall not engage in any employment, activity or enterprise which has been determined to be inconsistent, incompatible or in conflict with their duties as Washoe County officers and employees, or with the duties, functions or responsibilities of their appointing authorities or departments by which they are employed. [§158, Ord. No. 213]

5.337 Incompatible activities: Specific prohibitions. Employees shall not engage in any employment, activity or enterprise which is inconsistent, incompatible or in conflict with their duties as Washoe County officers and employees, or with the duties, functions or responsibilities of their appointing authorities or departments by which they are employed, including but not limited to:

1. Except for the limited use authorized in section 5.340, the use for private gain or advantage of the County's time, facilities, equipment and supplies.
2. The use for private gain or advantage of a badge, uniform, prestige or influence of their County positions of employment.
3. The receipt or acceptance by employees of any money or other consideration from anyone other than the County for the performance of an act which the employees would be required or Washoe County Code Supplement 12 January 2009 CHAPTER 5 - ADMINISTRATION AND PERSONNEL Page 5-101 expected to render in the regular course of hours of their County employment or as a part of their duties as employees.
4. The performance of an act in other than their capacity as employees, which act may later be subject, directly or indirectly, to control, inspection, review, audit, or enforcement by such employees or the department by which they are employed.
[§158, Ord. No. 213; A Ord. Nos. 492, 1053]

5.339 Incompatible activities: Designation. Each appointing authority may determine and describe in writing additional specific activities which, for employees under his jurisdiction, will be considered inconsistent, incompatible, or in conflict with their duties as employees, and shall provide a copy to each such employee.

[§159, Ord. No. 213; A Ord. No. 492]

Determination of incompatible activities is made by the District Health Officer.

Health District employees who take or teach a class, which is not required as part of their job duties and which requires their absence during normally scheduled work hours shall seek advance written approval from their Supervisor, Division Director and the District Health Officer, and are required to cover the absence with annual or personal leave, comp time, or a flex schedule.

Employees, who are taking or teaching a class required by their job, do not need to utilize personal leave or flex schedules, but are required to seek advanced approval from their Supervisor, and Division Director.

Employees who are required to take classes to maintain licensure of any kind are required to offset or use leave unless law, ordinance or contract requires otherwise, but are still required to seek advanced written approval from their supervisor and Division Director and the District Health Officer.

In all cases, management (Supervisor, Division Director and/or District Health Officer) has the sole discretion to approve or deny the request and whether the employee will be required to use leave or flex time based on the needs of the Department, the impacts on the department, employee scheduling, the availability of leave, employee work performance, and any other factors deemed relevant.

The request must be in written or e-mail form. In order to be considered, the request must be within the following guidelines:

- Hours during regular scheduled work hours must be managed to minimize impact to the Health District.
- Hours requested must be offset with either flex schedule work hours during the same work week or employee must use annual or comp time leave.
- If the class is on-going, must reapply for permission each semester.

The supervisor will review the request with the employee, and if approved, forward the request to the Division Director and District Health Officer for final review and approval.

EXTERNAL EMPLOYMENT - MOONLIGHTING (having a 2nd job):

Any Washoe County Health District employee, who wishes to work a second job, outside of their current position at the Health District, must not be engaged in incompatible activities, and the work shall not interfere with the ability of the employee to perform their Health District responsibilities. Health District employees have a responsibility to respond to public health emergencies and work outside of the Health District cannot interfere with the employee's responsibilities during a public health emergency.

INCOMPATIBLE ACTIVITIES (Continued)

Any employee who wishes to work outside of the Washoe County Health District must have prior approval from the District Health Officer before doing so.

Employee is to submit a request for permission to work outside of the Health District to the District Health Officer through their Supervisor and Division Director.

The letter or memo should state:

1. Employee's name, position, division (within Health District) and program, along with a list of their primary duties at the Health District.
2. Name of company, job title, list of duties and hours for the position desired outside of the Health District.
3. Dates and hours of proposed 2nd job (if available) Example: Seasonal (weekends Oct - Dec) or Summer May - Aug (lifeguard at water park 6-9p.m).
4. Employee must specify that the 2nd job will not impact their availability or overall ability to perform their duties at the Health District in anyway.

As indicated above - employees shall not engage in any employment activities or enterprise which may be determined to be inconsistent, incompatible or in conflict with their duties as a Washoe County officer or employee.

An employee can also not accept money or other consideration for the performance of an act which the employee would be required or expected to render in the regular course of hours of their County employment or as a part of their duties as a Health District employee.

Updated 7/10/19

DESCRIPTION:

NRS 6.190 Jury Duty Item #4 – Each summons to appear for jury duty must be accompanied by a notice to the employer of the person summoned. The notice must inform the employer that the person has been summoned for jury duty and must include a copy of the provisions of subsections 1, 2 and 3. **The person summoned, if the person is employed, shall give the notice to his or her employer at least 3 days before the person is to appear for jury duty.**

County Code 5.269 Leave of Absence Item #4 – A leave of absence with pay must be granted to any employee who is required by law to appear or serve as a witness or juror in a case before a grand Jury or tribunal of the United States Government, the State or Nevada or a political subdivision thereof, or when subpoenaed to give a deposition that is related to his employment. The employee must be paid his regular salary while on leave of absence but must remit to his department head for deposit in the county general fund, all fees which he receives as a witness, juror or when subpoenaed to give a deposition on job-related matters.

The Employee may retain amounts received as reimbursement for mileage and per diem. Court leave must not be charged against the employee's vacation credit.

All Health District employees must notify their supervisor of their receipt of a jury summons and submit a copy of the card/letter or document that indicates what date the employee is to report to jury duty to their supervisor at least 3 days prior to the date they are to report for jury duty.

Added 5/27/15

DESCRIPTION:

Pursuant to Washoe County Code 5.269, the District Health Officer may grant a leave of absence (leave without pay) for 30 working days or less, per employee, per calendar year. Leave without pay taken pursuant to the provisions of the Family and Medical Leave Act (described in Washoe County Code 5.270) is considered separate.

Leave without pay used to create an alternate/adjusted schedule will only be granted in conjunction with an approved alternate schedule request.

Employees must submit an “Application for Leave/Overtime Authorization” form prior to the date of use. The form shall be submitted to the Washoe County Health District’s HR Representative, through their Supervisor and Division Director.

The Washoe County Health District’s HR Representative will confirm the employee’s eligibility, and forward to the District Health Officer for final approval.

Approved prior to 2012

23 - LICENSURE/CERTIFICATION/REGISTRATION RENEWAL PROCESS - PROPOSED UPDATE

DESCRIPTION:

It is a professional responsibility and a legal requirement, for any employee whose position requires an active license, certificate, or registration to **always** maintain a current one on file. **This includes maintaining a valid driver's license. All positions that require the employee to drive as part of their job duties (or to drive to meeting, trainings etc.) must maintain a valid driver's license and have it in their possession while driving.**

All personnel whose position requires a license, certificate, or registration will provide a copy to their Supervisor on or before the expiration date of the previous one. The Supervisor will forward a copy of the license, certificate, or registration to the WCHD HR Representative for tracking purposes.

If an employee fails to provide a copy of his or her license, certificate, or registration they will be removed from the work schedule and unable to return until they have provided a copy of their current active license, certificate, or registration. Failure to maintain a required license, certificate, or registration may result in disciplinary action up to and including termination.

Example: In accordance with the Washoe County Job Specifications the following positions require a license, certificate or registration:

- District Health Officer (if physician)
- All Nursing positions (RN, LPN, APN, Nursing Supervisor, etc.) Community Health Nutritionist
- Environmental Health Specialist (all levels)
- Positions working in the Lab (certification as an Office Lab Assist) EPI Center Director (if practicing physician)
- Licensed Engineer (all levels)
- **Any position that may need to drive to offsite locations, to perform inspections, attend trainings, or while performing any aspect of their job duties**

REFERENCES

Washoe County Job Specifications
Nevada Nurse Practice Act
WCNA Contract

Proposed Update 4/15/21

24 - LONG DISTANCE TELEPHONE CALLS

DESCRIPTION:

Long distance telephone calls shall be for Washoe County Health District business only. All long-distance telephone calls should be made on the employee's assigned telephone line.

Collect calls to the Washoe County Health District are acceptable from employees on travel status.

Approved prior to 2012

DESCRIPTION: Media Contact Procedure

Employees of the Washoe County Health District (WCHD) are required to adhere to all Washoe County Codes and Policies, and the WCHD Media Policy which govern traditional and nontraditional media.

The WCHD Media Policy applies to emergency, traditional, non-traditional, paid, non-paid, and earned media encounters for the purpose of public information and education, public relations, marketing, media relations, and the dissemination of public health information to maximize the WCHD ability to successfully manage factors such as the content, consistency, timing, and frequency of messaging.

DEFINITIONS:

Emergency:

Emergency Media refers to any media contact needed as a result of unexpected, serious, public health or agency occurrences or situations urgently requiring prompt action.

Traditional Media (Time-honored media forms)

Traditional Media refers to newspapers, magazines, television, radio, billboards, mass transit bus signs, bus shelters, movie advertising, and direct mail.

Non-traditional Media

Non-traditional Media refers to social media and social media sites including, but not limited to, blogs, mobile applications, Twitter, Facebook, YouTube, Flickr, LinkedIn, MySpace, etc.

Paid Media Advertising (Media placement gained by payment)

Paid Media Advertising is any form of communication that is gained by payment. Paid Media Advertising may include traditional and non-traditional media.

Non-Paid Media

Earned Media (Acquired as a result of previous effort, action, or payment)

Earned Media refers to favorable publicity gained through previous promotional efforts and may include publicity gained through editorial influence.

Public Service Announcements (Without charge)

Public Service Announcements, also known as PSAs, are messages in the public interest disseminated by the media without charge, with the objective of raising awareness and/or changing public attitudes and behavior towards a social issue.

Proactive Encounters

Proactive communication refers to any communication initiated with the media by the WCHD and may include, but is not limited to:

- News releases (these provide information to media outlets)
- Media advisories (these are often used in conjunction with a news release about an event or activity, such as the flu immunization kick-off event or a press conference, and they serve as an invitation to media representatives to attend)
- Advertising campaigns
- Public service announcements
- Community calendar items
- Announcements/acknowledgements (e.g., of employees, partnerships, etc.)
- Phone calls and/or e-mails to pitch a story
- Website and social media postings
- Press conferences and other events for which media attention is determined to be beneficial

Reactive Encounters

Reactive communication pertains to information provided in response to inquiries or social media postings that can be received from a variety of sources, including:

- Reporters
- Writers, including free-lancers
- News anchors
- Producers
- Editors
- Assignment editors/managers
- News directors
- Still/video photographers
- Websites
- Bloggers

Reactive responses can be provided through a variety of mechanisms, including:

- News releases - Appendix D-4- Sample News Release.
- Media advisories - Appendix D-5 - Sample Media Advisory.
- Written media statements, position papers, Letters to the Editor, opinion pieces
- Providing comments – in person, over the phone, via email
- Participation in interviews – in person, over the phone, via email

MEDIA POLICY (Continued)

- Participation in panel discussions
- Press conferences, briefings, WCHD-coordinated special events
- Social media comments, including blogs
- Any interactions which can be attributed to WCHD and documented by media representatives via writing, audio/video/still recording or live broadcast.

ADMINISTRATIVE PROCEDURES:

1) General

- a) **All communication with the media shall be coordinated as follows:**
 - i) **Proactive** communication on behalf of the WCHD must be approved by Division management and the WCHD Communications Manager prior to its initiation/distribution. Division Directors or Program Supervisors may authorize staff to make routine website and social media content postings without Communications Manager's approval, however, WCHD website configuration or layout and design of the Home Page must be approved by the Communication Manager or the District Health Officer prior to initiation.
 - ii) **Reactive** communication messages must be approved by the Communications Manager, prior to responding, with any substantive comment and, before a commitment to respond is made. If the Communications Manager is not available, then Division Director or District Health Officer should be contacted for direction.

- b) Every effort will be made to respond to media inquiries within a reasonable time frame – usually within 30 – 60 minutes after receipt of inquiry depending upon ability to validate inquiry and prepare the appropriate response and/or spokesperson.

- c) Every effort will be made to post or distribute approved press releases, media advisories, blogs, and social media posts through the Washoe County website and appropriate social media channels within a reasonable timeframe, particularly if it is in response to a public health emergency, crisis or agency occurrence, usually within 1 – 2 hours following approval.**
In non-emergency events every effort will be made by the Communications Manager to respond to a request to approve a communication document within 24 hours.

- d) In the absence of the Communications Manager or designee, the Washoe County Health District Department System Specialists or WCHD staff trained to access the County's website Content Management System (Cascade) may be required to distribute/post such information.

MEDIA POLICY (Continued)

- e) The Communications Manager will help determine if, and/or ensure that:
 - i) The WCHD is the appropriate agency to initiate communication with, or respond to, a media inquiry
 - ii) Key WCHD messages are identified
 - iii) Message development is consistent with similar, previous, and forthcoming WCHD messages and inter-divisional efforts and, if not, changes are appropriately explained
 - iv) WCHD messages are coordinated with or approved by impacted WCHD divisions, other involved agencies, organizations, or departments as needed prior to being provided to the media
 - v) The most appropriate WCHD subject matter expert serves as the spokesperson for the identified topic or issue, depending upon availability
 - vi) Language interpreters are appropriate, needed and available
 - vii) The WCHD is in compliance with all federal and state patient/client privacy regulations (e.g., HIPAA)
 - viii) The media deadline can be met
 - ix) The spokesperson and media representative both have received appropriate preparation
 - x) WCHD employees and clients are protected from unwarranted and/or inappropriate contact from the media.

- f) Whenever possible the Communications Manager or designee will distribute press releases, media advisories, blogs, and social media posts through the Washoe County website and appropriate social media channels. In the absence of the Communications Manager and/or in times when emergency media contacts are required to respond to a public health crisis or agency occurrence, Washoe County Health District Department System Specialists or WCHD staff trained to access the County's website Content Management System (Cascade) may be required to distribute/post such information.

- g) To ensure compliance with federal and state patient/client privacy regulations, any WCHD client/patient participating in an interview, video or still photo shoot must sign a consent form prior to the interview, video or photo shoot taking place. See Appendix D-6- Consent and Release Form (available on the WCHD intranet).

- h) The Associated Press (AP) Stylebook is the primary reference tool to be used when developing and editing written communication for the media.

2) Media Access

- a) When interacting with WCHD employees for the purpose of interviews, news gathering or news-related photography or videography (excluding events open to the public) media representatives shall be escorted by the Communications Manager or a designated staff member who will facilitate the interview, news gathering and/or recording session.
- b) The Communications Manager shall attempt to attend all in-person and phone interviews. The Communications Manager shall review written responses.

3) Documentation of Media Encounters

a) Proactive

To ensure awareness of media encounters and potentially widespread news coverage, a copy of appropriate proactive media communication may be distributed by the Communications Manager to:

- i. All County employees
- ii. All WCHD employees
- iii. District Board of Health members
- iv. Washoe County, Reno, Sparks, Nevada State government officials
- v. Other appropriate individuals outside of the WCHD with vested interest in the topic and/or with whom subsequent communication needs to be coordinated.

b) Reactive

Any WCHD representative, who responds to a media inquiry, conducts an interview, writes a story to be published in a newspaper, or writes a blog published on the internet must fill out a Media Contact Form found on the WCHD intranet

<http://eww/health/Lists/MediaContact/CustomNewForm.aspx>. **notify the WCHD Communications Manager prior to starting the response. The entry must be reviewed and approved by WCHD Communications Manager prior to publishing.**

These media contacts are reported automatically to:

- i. Interviewee/spokesperson
- ii. District Health Officer
- iii. Administrative Assistant to the District Health Officer
- iv. WCHD Division Directors
- v. Administrative Health Services Administrative Assistant I
- vi. Administrative Secretary Supervisors (to inform support staff, who might receive related calls)

- vii. WCHD Communications Manager and designees
- viii. District Board of Health Members

Once received, the Communications Manager or person completing the form shall forward it separately via email to any WCHD employee referred to in the encounter and other appropriate individuals within and outside of the WCHD (e.g., County Communications Manager, County PIO, and state-level PIOs) who have a vested interest in the topic and/or with whom subsequent communication needs to be coordinated.

4) Monitoring Media Coverage

- a) Whenever possible, coverage resulting from proactive and reactive media contact should be monitored by the Communications Manager for things such as breadth and depth of coverage, positioning of the story, need to modify subsequent messaging, and accuracy.
- b) Whenever appropriate, coverage of the story may be provided for feedback sessions, follow-up-training, and archival purposes, and distributed via hard or electronic copy as needed to:
 - i. Interviewee/spokesperson
 - ii. District Health Officer
 - iii. WCHD Division Directors
 - iv. District Board of Health Members
 - v. Health District Communications Manager or designees
 - vi. Any Health District employee quoted and/or listed as part of the encounter
 - vii. Other appropriate individuals within and outside of the WCHD (e.g., County Communications Manager and PIO, state-level PIOs) who have a vested interest in the topic and/or with whom subsequent communication needs to be coordinated.

*** In some emergency cases it may be necessary to coordinate release of information after regular business hours and in conjunction with dissemination of information using communication systems of partner agencies, such as the State of Nevada Department of Emergency Management, the Nevada Department of Health and Human Services Division of Public and Behavioral Health, the Washoe County Regional Emergency Operations Center, and the Washoe County School District.*

Proposed Update 4/14/21

DESCRIPTION:

In an effort to reduce the serious health hazards caused by exposure to secondhand smoke, all meetings and conferences hosted or sponsored by the Washoe County Health District shall be held in a 100% smoke-free facility. Exceptions to this Smoke Free policy can only be granted by the District Health Officer (DHO).

Policy approved by District Board of Health 1/24/13.

Updated 4/10/15

DESCRIPTION:

If you are conducting office business, fieldwork, inspections, attending or conducting meetings, seminars, or conferences, where you are representing the Washoe County Health District (WCHD) or Washoe County in an official capacity, you are expected to represent the office in a clean, professional manner and dress appropriately for your job function. All staff must wear attire that is consistent with the personal appearance policy as well as required personal protective clothing and equipment and meet customer facility dress standards.

Slacks, Pants, Shorts, and Skorts

Slacks that are similar to Dockers and other makers of cotton or synthetic material pants, wool pants, dressy capris, jeans that do not have holes or are not worn out, nice looking dress synthetic pants, and leggings and any spandex or other form-fitting pants that are covered to mid-thigh by a sweater/blouse/shirt or dress are acceptable. Inappropriate slacks or pants include sweatpants and exercise pants. When forecasted temperatures are over 74 degrees Fahrenheit: shorts or skorts are allowed in office environment except when meeting with external customers or other Government agencies; and, are allowed during inspections or field work; and when appropriate to wear they don't ride halfway up the thigh while sitting or standing. At no time are shorts or skorts allowed during high risk duties, such as inspecting industrial facilities or visiting construction sites.

Skirts, Dresses, and Skirted Suits

Casual dresses and skirts are acceptable so long as they don't ride halfway up the thigh while sitting or standing. Mini-skirts, dresses with less than two inches of material on the shoulder (e.g. some sun dresses), dresses that have unobstructed view of undergarments or cleavage, and beach dresses are inappropriate for the office, fieldwork and inspections.

Shirts, Tops, Blouses, Jackets and Lab Coats

Dress shirts, shell tops or shell blouses, sweaters, polo shirts, turtlenecks, suit jackets, sport jackets, lab coats, and WCHD issued clothing are acceptable for work. Shirts, tops, blouses etc. all need to be of appropriate length to adequately cover the abdominal area.

Medical Scrubs

Scrubs are acceptable attire for Clinic positions only; they are not acceptable as office attire.

PERSONAL APPEARANCE (Continued)

Inappropriate attire for work includes:

1. Any style of shirt with less than two inches of material on the shoulders;
2. Midriff tops.
3. Shirts that reveal cleavage and undergarments.
4. Sheer shirts without undergarments covered.
5. Shirts with words, terms, logos (larger than one-inch square), pictures, cartoons, or slogans; with the exception of WCHD and public health logos.
6. Shirts with any potentially offensive words or designs.
7. Tops with a bare back.
8. Sweatshirts.
9. T-shirts unless worn under another blouse, shirt, jacket, dress (note that t-shirts are allowed while doing field work that does not require interactions with the public); and,
10. Apparel with team/sports logos, the only exception is UNR Wolf Pack clothing can be worn on Fridays or any “show your UNR support” day approved by the Health Officer.
11. Any item with political, racial, or individual organization logo, pictures, cartoons, slogans, symbol or statements of any kind (except Health District, Washoe County, UNR, or other sanctioned health district partners).

Shoes and Footwear

Athletic or walking shoes, loafers, clogs, sneakers, boots, flats, dress heels, sandals and leather deck-type shoes are acceptable for work. Flip-flops and slippers are inappropriate for the office. Closed toe and closed heel shoes are required on inspections, field work and other high-risk duties.

Jewelry, Tattoos, Perfume, Cologne, Hats and Head Coverings

Jewelry should be in good taste with limited visible body piercing and tattoos. Tattoos that are offensive or culturally insensitive should be covered. Due to allergies perfumes, and cologne, should be worn with restraint or not at all. Hats and head coverings are not allowed unless required for work, religious or cultural purposes, or medical reasons. Hats may be worn outside for sun protection as long as they do not violate other portions of this policy (offensive words, logos etc.).

Management reserves the right to determine appropriateness of clothing. If you question the suitability of an item of clothing, do not wear it until you clear it with your Supervisor. If an employee is determined to be wearing inappropriate clothing, management will take action on a case-by-case basis.

Updated 9/2/2020

DESCRIPTION:

Employees are limited on the personal use of County or personal electric or electronic devices during work time. Personal business should be conducted on non-work hours. Employees may use their personal devices without limitations during their lunch or break times.

Due to the potential hazards and the increase in power usage; employees are not allowed to utilize space heaters, fans, or other electronic devices not specifically approved or provided by the County **or Health District**.

The use of laptops, note pads, notebooks, I-Pad, phones, and other electronic devices (whether personal or County owned), for non-business purposes during business hours shall be in compliance with the Washoe County internet and Intranet Acceptable Use Policy.

According to the Washoe County Internet and Intranet Acceptable Use Policy approved by the Board of County Commissioners and amended by ordinance #1343 effective July 22, 2002; and Washoe County Code section 5.340:

<https://www.washoecounty.us/repository/files/13/Internet%20and%20Intranet%20Acceptable%20Use%20Policy%20June%2028%202011.pdf>

Washoe County is not responsible for the loss or damage of any personal property or equipment. Employees who choose to bring personal property or equipment onto the County property or in County vehicles do so at their own risk.

Proposed Update 4/21/21

DESCRIPTION:

Each employee is responsible for reporting any changes of record (e.g., address, telephone number, marital status, insurance beneficiary, military status, etc.) to the Washoe County Health District's HR Representative to keep all personnel records current.

Each employee shall be requested by their division's Administrative Liaison to validate/update contact information on a quarterly basis to maintain the department's emergency contact list.

Approved prior to 2012

DESCRIPTION:

The appropriate program or division code will be used when making copies.

Bulk Copies - The Washoe County print In Plant is no longer printing in-house. Instead, DigiComm has been realigned to provide print management services on behalf of Washoe County and serves as the liaison between our Washoe County departments and outside professional print vendors to provide the best possible outcomes for our departments, while providing due diligence and responsible government practices to our taxpaying residents. Departmental staff route all print requests exclusively through Digital Communications via electronic print requisition(s). ~~Bulk copies should be processed through the Washoe County Reprographics Department, whenever possible.~~ **If you are requesting a quote or modifying a current requisition, email Digital Communications. Should you have any questions, please contact Digital Communications.**

Copies being made for customers who are waiting should take priority over all other copy jobs.

Use of copy machines, computers and other equipment fall under the **County Code 5.340 Ownership of county computer system; de minimis use of county property, equipment or other county facilities authorized; restrictions and prohibitions.**

See full County Code at

<http://www.washoecounty.us/clerks/cco/code/Chapter005.pdf>

5.340 Item 2-4

2. The board of county commissioners authorizes the limited use for personal purposes by county officers and employees of county property, equipment or other facility if:

(a) The use does not interfere with the performance of public duties including duties of both the officer/employee and other county staff, or interfere with the provision of county services.

(b) The cost or value related to the use is nominal; and

(c) The use does not create the appearance of impropriety.

This section does not prohibit the use of mailing lists, computer data or other information lawfully obtained from a county agency which is available to members of the general public for nongovernmental purposes. Further, this section does not prohibit the use of telephones and electronic mail (e-mail) if there is not a special charge for that use. If there is a special charge for that use, then the use is not prohibited but the officer or employee must reimburse the cost or pay the charge to the county in accordance with subsection 3 below, unless the use is made necessary because the officer or employee is attending to county business.

PHOTOCOPYING (Continued)

3. Except as provided in subsection 2 above, if the county incurs a cost as a result of a use that is authorized hereunder, or if the county would ordinarily charge a member of the general public for the use, the county officer or employee shall reimburse the cost or pay the charge to the county.

4. Except as otherwise provided herein, a county officer or employee shall not use any county time, property, equipment, or other facility to benefit that officer's or employee's private business interests. This prohibition includes but is not limited to selling products for private business, solicitation related to private business or personal interests, mass mailings, keeping private business accounts, or similar uses. Also see Washoe County Internet and Intranet Acceptable Use Policy concerning de minimis use.

https://www.washoecounty.us/humanresources/files/hrfiles/TS_Internet_and_Intranet_Acceptable_Use_Policy_6_28_%202011.pdf

Proposed Update 4/16/21

DESCRIPTION:

The Washoe County Health District follows the Washoe County Public Records Request Policy.

1. Purpose

This Washoe County public-records-request policy is intended to establish a process for responding to public records requests that are made to Washoe County governmental agencies.

2. Records Official

Each agency must appoint a person (a “records official”) to oversee the agency’s response to public records requests. An agency shall immediately forward to its records official or the official’s designee all public records requests that the agency receives. On receiving the public records request, the records official or designee shall determine the timeline required to promptly respond to the request and the response’s content. In handling the records request, the records official shall follow the procedure in this policy’s section 4.

3. What is a Public Record?

Under Nevada law, a governmental entity’s books and records are considered public, unless declared by law to be confidential. A governmental entity’s books and records include information and other documents created or accumulated in the course of conducting public business that document the activities and business of public employees.

A public record is generally a documentary “record” and not simply a request for information. If a record does not already exist, there is generally no duty to create a record in response to a public records request. But when an agency has a computer program that can readily compile the requested information, the agency is not excused from its duty to produce and disclose that information.

A record is not available to the public if it is declared by law to be confidential. A record may also be confidential if it is privileged or if a common-law balancing-of-the-interests test shows that the public interest in disclosure is outweighed by other interests such as privacy, the ability of the agency to perform its function, or other substantial concerns. However, there is a strong presumption in favor of disclosure, so exemption, exception, or balancing tests must be narrowly construed.

4. Procedures

- a. All requests for public records should be immediately forwarded to the agency's records official or the official's designee who shall ensure that the request is logged in the agency's records request log.**
- i. The records official or designee shall acknowledge receipt of the request in writing to the requester. If the requestor submits the request by e-mail, this acknowledgement also may be sent by e-mail.**
 - ii. The records official or designee shall forward the request to the employee who may best be able to respond or where the records are maintained.**
- b. The records official shall ensure that, within five business days from the date the agency receives the request, one of the following occurs:**
- i. the requester inspects the record or receives copies of the record, as requested.**
 - ii. if the agency does not have legal custody of the record, written notice of that fact and the name and address of the governmental entity that has legal custody of the record, if known, is provided to the requester.**
 - iii. if the record has been destroyed under the agency's records- retention schedule, written notice of that fact is provided to the requester.**
 - iv. if the agency cannot provide the record by the end of the fifth business day after the request is received, written notice of that fact and a date and time on which the record will be available for the person to inspect or copy is provided to the requester; or**
 - v. if, when acknowledging receipt of the records request under this policy's section 4(a)(i), the records official knows that the agency cannot provide the record within five business days of receiving the request, the acknowledgement shall so state and provide the date and time on which the records will be available for the requestor's copying or inspection.**

Payment:

Payment may be made by check or money order made out to the agency. A department may also accept payment by cash or credit card if those means are readily available and deemed acceptable by the department.

Court reporter transcripts:

In addition to the actual cost of the medium in which the copy of the transcript is provided, the fee charged for a copy of each page of a court reporter transcript is the fee per page set forth in the contract between the governmental entity and the court reporter.

6. Penalties

In addition to any relief awarded pursuant to NRS 239.011, if a court determines that a governmental entity willfully failed to comply with the provisions of this chapter concerning a request to inspect, copy or receive a copy of a public book or record, the court must impose on the governmental entity a civil penalty of: (a) For a first violation within a 10-year period, \$1,000. (b) For a second violation within a 10-year period, \$5,000. (c) For a third or subsequent violation within a 10-year period, \$10,000.

7. General Policies for Processing Public Records Requests

- a. All public records, unless declared by law to be confidential, must be open at all times during office hours to inspection by any person, and may be copied.***
- b. Original public records must not be removed from the agency during inspection by members of the public and must be monitored by an employee while any review is being conducted.***
- c. An agency shall make reasonable efforts to assist the requestor to focus the request in such a manner as to maximize the likelihood the requester will be able to promptly receive a copy of the information being requested.***
- d. Confidential records of federal, state, and local governments shared with the agency MUST NOT be disclosed without prior written authorization from that government agency. Further, mere possession of records or information may not mean that the agency has legal custody or control over those records.***
- e. If a record contains information deemed confidential, a request to inspect or copy the record cannot be denied if the confidential information can be redacted, deleted, concealed or separated from the record so the remainder of the record can be inspected or copied.***
- f. If an agency denies a request because the public book or record, or part thereof, is confidential, the agency shall provide notice of that fact and a***

citation to the specific statute or other legal authority that makes the public book or record, or a part thereof, confidential.

- g. Public records must be provided in any medium in which they are readily available. The records official or the official's designee shall not refuse to provide a copy of the record in a readily available medium because the official or designee has already prepared or would prefer to provide the copy in a different medium.*
- h. If requested, an agency shall provide a copy of a public record in an electronic format by means of an electronic medium. But nothing requires an agency to provide a copy of a public record if an electronic format or by means of an electronic medium if:
 - (i) the public record was not created or prepared in an electronic medium; and is not available in an electronic format; or*
 - (ii) providing the public record in an electronic format or by means of an electronic medium would give access to proprietary software or would require the production of information that is confidential and that cannot be redacted, deleted, concealed or separated from information that is not otherwise confidential.**
- i. Electronic databases that contain the electronic mail addresses or telephone numbers of individuals that have provided the addresses or numbers for the purpose of or in the course of communicating with the agency are confidential and may not be disclosed in its entirety as a single unit unless in response to an order issued by a court. However, individual telephone numbers or electronic mail addresses of a person are not confidential and may be disclosed individually.*
- j. Public Records Requests must be responded to no later than the end of the fifth business day after the date on which the request is received by the agency. The response may include an estimate of the time it will require to provide access or a copy.*
- k. Public records requests may be written or verbal.*
- l. If the person responding in the agency where the records are maintained or who is responsible for the subject matter of the request has questions concerning inspection or reproduction of a requested document, he or she*

should consult the records official and/or his or her designee. Likewise, if the records official and/or his or her designee have questions concerning inspection or reproduction of a requested document, he or she should consult the chief or his or her designee in the agency where the records are maintained or which is responsible for the subject matter of the request.

- m. In appropriate situations, the agency’s assigned deputy district attorney should be consulted for determining whether:
 - i. the item requested is a public record, available for review and reproduction.*
 - ii. the item requested is a public record which some special legal considerations might dictate should not be made available for inspection and reproduction; and*
 - iii. if a legal balancing test is to be performed, the requestor should be informed and then notified as soon as a decision has been made. Balancing tests should be performed without delay.**
- n. Copyrighted materials may be duplicated—without risk of infringement—when reproduction is for the specific purpose of: “criticism, comment, news reporting, teaching, scholarship, or research.”. When the records official or designee is aware that some other use is intended, consultation with the District Attorney’s Office may be necessary to insure there is no infringement by reproduction of copyrighted material.*
- o. The number of hours spent on a matter is generally not confidential information.*

8. Definitions

“Record of a local governmental entity” or “record” means information that is created or received pursuant to a law or ordinance, or in connection with the transaction of the official business of any office or department of a local governmental entity, including, without limitation, all documents, papers, letters, bound ledger volumes, maps, charts, blueprints, drawings, photographs, films, newspapers received pursuant to NRS 247.070, recorded media, financial statements, statistical tabulations and other documentary materials or information, regardless of physical form or characteristic.

“Non-record materials” means published materials printed by a governmental printer, worksheets, unused blank forms except ballots, brochures, newsletters, magazines, catalogs, price lists, drafts, convenience copies, ad hoc reports, reference materials not relating to a specific project and any other documentation that does not serve as the record of an official action of a local governmental entity.

“Agency” means as agency, board, commission bureau, council, department, division, authority or another unit of Washoe County.

New 7/16/2021 – approved by DBOH 7/22/21

DESCRIPTION:

Leave:

When leave is anticipated, an employee must receive authorization in advance using the leave instrument required within their division. In case of emergency, verbal approval for the use of leave shall be obtained from the Supervisor. Vacation leave, personal leave **and comp time leave** being requested should already be accrued and reflected ~~in the leave balance~~ on the employees leave bank prior to requesting authorization from the supervisor. Employees can find their leave balances on their current pay stub.

Public Meetings, Committees, or Organizations:

Employees requesting to attend public meetings or participate as members of committees, or organizations during work hours (which are not required by their position or supervisor) shall submit their written request through the Supervisor and Division Director for approval. The request shall indicate the times, inclusive dates, and reason(s) for the request. The Division Director or designee shall determine whether the request is work related. If the request is not work related, the employee shall submit their request on the leave instrument required within their division through the Supervisor and Division Director or District Health Officer for approval.

Employee Association Activities:

Release time for Employee Association Activities shall be granted in accordance with the Agreements between Washoe County and the recognized Employee Associations. An employee requesting time shall complete the leave instrument required within their division and shall submit the form through the Supervisor and Division Director to the District Health Officer for approval.

Overtime:

Overtime should be authorized in advance. In all cases where overtime is necessary, it shall be authorized by the responsible Supervisor before being worked, approved or liquidated by the subordinate employee, unless emergency prevents prior approval. The authorization will include the type of compensation to be received by the employee.

Employees are not eligible for overtime or comp earned until they have hit their 40 hrs for the week. All hours worked should be recorded on the day they are actually worked until the employee hits their 40 hours for the week. Overtime and Comp Earned should normally be recorded at the end of the week after the 40hr limit has been met.

Employees are to enter short text in the payroll system for all Overtime or Comp Time Earned. The short text must state the reason the extra hours were needed/worked. The short text should provide justification for all Overtime and Comp Time Earned.

RECORDING OF TIME – APPLICATION FOR LEAVE/OVERTIME AUTHORIZATION
(Continued)

Staff are not to earn comp time, overtime or straight in lieu of sick and use sick leave in the same day.

Sick Leave:

Overtime, comp earned and straight in lieu of sick are not to be recorded on the same day sick leave is used. Employees can use sick leave and other leave (vac, personal or comp leave taken) in the same day but are not allowed to earn overtime/comp earned or straight in lieu of sick in the same day they use sick leave. If they work extra hours on a day, they used sick leave all hours actually worked should be recorded as regular hours up to their normal work hours for that day; if they did not work enough hours to reach their normal work hours, then they can record the remaining hours as sick leave. (Example: employee who works a normal 8-hour shift has doctor appointments in the morning and misses 4 hours of work, but then works 7 hours. The employee would record 7 hours as regular time and 1 hour as sick leave. If sick leave is used within the same week that overtime is worked - the employee can either flex (use less sick leave on the day they were out sick and record the extra hours as regular hours on the day they actually worked them) or use straight in lieu of sick for the extra hours worked for up to the number of hours of sick leave used in the same week (but not on the same day).

Employees are not eligible for Overtime/Comp Earned or Straight in Lieu of Sick until they have hit their 40 hours for the week, which includes regular work hours, vacation time, personal leave, Holiday pay and comp leave taken.

Example: Employee works 2 hours on Monday and is out sick for 6 hours; works 11 hours on Tues, 8 hours on Wed, 11 on Thurs and 8 on Friday. Payroll entry options:

Option 1 (Flex):

<i>Mon</i>	<i>Tues</i>	<i>Wed</i>	<i>Thur</i>	<i>Fri</i>	<i>Sat</i>	<i>Sun</i>	
<i>2 hrs reg</i>	<i>11 hrs reg</i>	<i>8 hrs reg</i>	<i>11 hrs reg</i>	<i>8 hrs reg</i>			<i>= 40 hrs</i>

Option 2 (Straight in Lieu of Sick):

<i>Mon</i>	<i>Tues</i>	<i>Wed</i>	<i>Thur</i>	<i>Fri</i>	<i>Sat</i>	<i>Sun</i>	
<i>2 hrs reg, 6 hrs sick leave</i>	<i>11 hrs reg</i>	<i>8 hrs reg</i>	<i>11 hrs reg</i>	<i>2hrs reg, 6 hrs straight in lieu of sick</i>			<i>= 46 hrs</i>

Straight in lieu of sick hours are paid at regular hourly rate – not at time and 1/2

Link to examples of time entries: (document is under “Info” – Examples of timecard entries) <https://washoenv.sharepoint.com/sites/Health/SitePages/Policies-&Procedures.aspx>

Updated 12/18/2020 Proposed Update 4/20/2021

DESCRIPTION:

Each employee is responsible for the timely submittal of an accurate and complete timecard thru the ESS Portal. Payroll Dept. recommends employees enter their time daily (when payroll system is open) to reduce the number of missing hours if there is an unexpected absence.

Each Supervisor/Division Director or designee shall review the timecard for accuracy prior to approval; verifying that timecards have been entered for all of their staff and released by internal WCHD payroll deadlines. Inaccurate timecards will be returned to the employee.

The Health District's timecard deadline is 5 p.m. on Thursday of the week prior to payday. All time must be entered, released and approved by the Supervisor prior to 5p.m. Due to holidays payroll deadlines may be adjusted; employees will be notified of earlier payroll deadlines via e-mail.

Supervisor/Division Director or designee is responsible for ensuring all timecards for their staff are entered. If an employee is on leave and their timecard has not been entered, the Supervisor may submit a request to the Health District HR Representative to have the employee's time entered. (Request must include employee's name, dates, hours, breakdown of accounts the hours are to be encoded to etc.).

If a full-time or permanent part-time employee fails to complete their timecard, annual leave will be encoded by the department's HR Representative if the supervisor is unable to provide information on time worked. If Annual Leave is not available in the employee's leave bank, other leave types may be used to fulfill the minimum time requirements for the employee if available. If there is not enough time available Leave Without Pay (LWOP) will be entered.

Seasonal or intermittent hourly employees do not have minimum time requirements established in ESS. If the employee fails to enter their timecard; their Supervisor should follow up with the employee. If no time is entered, no paycheck is issued. Any time that is worked but not entered will need to be entered during the next pay period.

If a Supervisor fails to approve an employee's timecard, the department's HR Representative can approve the requisite number of hours to give the employee their budgeted hours for the pay period. Compensatory time earned, overtime, mileage

RECORDING OF TIME – TIMECARDS (Continued)

reimbursement, etc. must be approved in SAP by the employee's Supervisor or designated substitute. If a Supervisor or designated substitute is experiencing SAP approval/program issues, they may request assistance with the approval of the extra compensation after they have verified the validity of the entries and provide approval to the department's HR Representative. If the Supervisor or designated substitute is unavailable, the HR Representative can approve the additional compensation. The HR Representative will follow up with the Supervisor by sending a screen shot of the approved hours to the Supervisor(s) for their review. If the entries are not accurate the Supervisor can have the HR Representative make any necessary adjustments or wait and instruct the employee to make the necessary adjustments after payroll has reopened.

Employees are responsible for reviewing their pay statements and reporting any issues, errors, adjustments, or any items that do not calculate correctly to their HR Rep or Payroll immediately for verification. All employees are responsible for reporting any over or under payment of funds from the County immediately to their HR Rep or Payroll.

Updated 8/25/2021

34 - RECORDS RETENTION

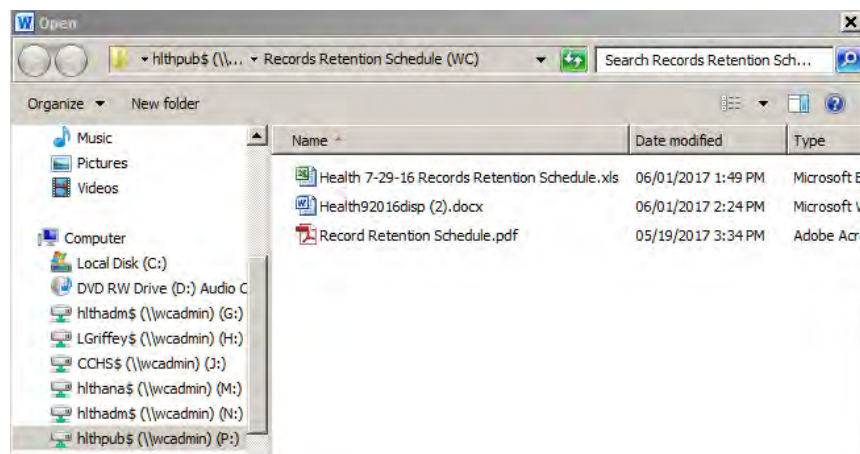
DESCRIPTION:

The Washoe County Health District generally follows the Washoe County, Nevada Records Management Program Records Retention Schedule, unless a specific grant requires documents related to that grant to be maintained for a longer time period. Documentation related to grants is maintained for the period required by the grant or the records retention schedule whichever period is longer.

Medical records are maintained on a different schedule per NRS.

NRS 629.051(7) prohibits a provider of health care from destroying the health care records of a person who is less than 23 years of age on the date of the proposed destruction of the records. Health care records means any reports, notes, orders, photographs, X rays or other recorded data or information whether maintained in written, electronic or other form which is received or produced by a provider of health care, or any person employed by a provider of health care, and contains information relating to the medical history, examination, diagnosis or treatment of the patient. A longer federal retention requirement would trump those numbers. So, if the document meets the definition of a medical record, 629.051(7) requires that it not be destroyed until the person has attained the age of 23 years and the record has been retained at least 5 year or for any longer period provided by federal law.

The regular retention schedule, Health District condensed version, and the Health (medical) Records Retention Schedule is available on the Health Public Drive.



When sending files for Records Retention, indicate on the box label what type of records are enclosed and the specific records retention time frame for the type of files enclosed, so files are retained for the appropriate period of time.

New 6/1/17

DESCRIPTION:

WASHOE COUNTY HEALTH DISTRICT REFUND POLICY

PURPOSE:

It is the purpose of this policy to establish a refund policy for the Washoe County Health District (WCHD).

PROCEDURES:

In order to request a refund, a written request must be submitted utilizing the [Request for Refund form \(click here\)](#). No refunds are done at customer service windows. The request must be mailed, faxed, e-mailed, or delivered to the WCHD:

Washoe County Health District
1001 East Ninth Street
Reno, NV 89512
Air Quality Management (AQM) - Fax (775) 784-7225 -
aqmdadmin@washoecounty.us
Environmental Health Services (EHS) - Fax (775) 328-6176 -
healthes@washoecounty.us
Vital Statistics (Birth/Death Records) - Fax (775) 785-4184
Community & Clinical Health Services (CCHS) - Fax (775) **328-3750 785-4186**

For AQM & EHS:

- If within three working days of receiving payment for a permit staff determines the customer was not required to have a permit, a full refund including the 4% Regional Technology Fee, will be given.
- After the three working days, all refund requests will be subject to a deduction of 10% for Administrative fees in addition to the 4% Regional Technology Fee.
- Refund eligibility period is 90 days from the date the fee submitted.
- A refund is not available if staff have completed the work associated with a fee submitted for services.
- Annual permit fees are non-refundable upon the first day of the renewal period (i.e. a May 1st renewal that is paid will not be refunded if request on or after May 1st)
- Late fees are non-refundable.

For Vital Statistics (Birth/Death Records)

- A ten-dollar search fee is non-refundable.

Refunds for amounts less than \$5.00 will not be paid per [Washoe County Code 15.435](#) and [NRS 354.220-354.240](#).

Refunds will be processed per the noted methods:

- Refunds made by check could take up to 3-4 weeks to process
- Refunds will only be issued to the party that originally issued payment.
- No cash refunds will be processed unless an established policy or procedure exists for the operational unit. Refunds for cash payments will be processed immediately and refunded by check.
- Refunds for payments made by check will be refunded by check after the original payment check has cleared.
- Refunds for payments made by credit or debit card will be refunded as a credit back to the original card only. The WCHD does not keep card information on file. If the customer cannot be reached a check will be issued. If the customer can be reached, but the original card is no longer active, a check will be issued.

Adopted by the District Board of Health: February 28, 2013; revised October 24, 2019; revised September 24, 2020.

Request for Refund forms:

- [Air Quality Management Request for Refund Form](#)
- [Community & Clinical Health Services Request for Refund Form](#)
- [Environmental Health Services Request for Refund Form](#)

Updated 10/13/2020 **minor update 5/7/21**

DESCRIPTION:

ID BADGES:

All paid employees are issued County ID Badges with door (key) access. Employees are to be aware and maintain the security of the Health District at all times:

- 1) Do not grant access to secure areas to non-employees or employees who do not have a valid work-related reason to be in that area.
 - a) Do not allow non-employees to enter a security door ahead or behind you.
 - b) All customers, delivery personnel or student interns (who are not issued a keyed badge) should be escorted by an authorized Health District or County employee to their destination. Staff should be escorting the individuals back out of the area also.
- 2) If you misplace or lose your County ID Badge – contact the Health District HR Representative immediately at 328-2403 or the main Admin number 328-2410 (if it is after hours – leave a message), so the badge can be deactivated and replaced; or so a temporary hold can be placed on the card access while you try to locate it.
- 3) Any problems with ID Badges and security access should be reported to the Health District HR Representative immediately.
- 4) All employees are required to follow the Washoe County Identification Badge Policy, which can be found at:
https://www.washoecounty.us/humanresources/files/hrfiles/ID_Badge_policy_1_16_09.pdf

COUNTY/HEALTH DISTRICT ISSUED EQUIPMENT:

All County or Health District owned equipment (Computers, Laptops, iPads, Tablets, etc.) are to be kept secure at all times.

- 1) Any County or Health District equipment that is lost or stolen is to be reported to the Department and Information Technology staff immediately so access to the confidential information can be blocked. This includes personal equipment that contains confidential information related to the Health District, customer/client confidential info, etc.
- 2) All equipment using Air Watch software can be remotely locked by IT.
- 3) Do not keep the encryption code or passwords with the equipment. The encryption/password is our first line of security for equipment, so it should be memorized or kept in a separate location from the equipment.
- 4) County Property Loss form SAF 7 (Liability and Property Loss Form) should be completed for all equipment that is lost or stolen – the form is available on the County website at <http://eww/comptroller/Pages/CLAIMS.aspx>

New 8/2/17

DESCRIPTION:

The District Health Officer is authorized to execute agreements on the Board of Health's behalf not to exceed a **cumulative contract** amount of \$100,000. Contracts amounts over \$100,000 must be approved by the District Board of Health and Board of County Commissioners. The term of such agreements may not exceed the period for which funds have been appropriated and are available. In the event of an emergency, the Health Officer may execute an interim agreement in excess of \$100,000 to ensure continuation of essential services, provided the agreement is brought before the Board of Health at its next regular meeting for ratification and extension of its term. (Approved by the District Board of Health 6/28/18 #61)

Given that Grant Awards are contracts the District Health Officer is authorized to accept and execute sub-awards that don't exceed a **cumulative contract** amount of \$100,000.

The District Health Officer is not authorized to sign Interlocal or Cooperative Agreements. All Interlocal and Cooperative Agreements must be signed by the Chairman of the District Board of Health.

Employees are not authorized to sign contracts of any amount for any purpose on behalf of the Washoe County Health District. Contracts are defined in the Washoe County Health District Contracts Administrative Procedure.

Updated 3/25/2021

DESCRIPTION:

The District Health Officer or his designee shall sign all official Washoe County Health District correspondence to:

- District Board of Health Members
- Washoe County Manager
- Washoe County Assistant County Manager
- City Managers
- State Health Division Administrator
- State Health Officer
- Federal Health Officials
- Elected officials
- Other local government official

The Administrative Health Services Officer may sign required certifications related to federal grants to include the annual indirect cost rate proposal, fiscal reports and routine reimbursement requests (approved by DBOH 9/27/18 #6E).

Division Directors or their designees may sign routine correspondence to those individuals noted above (except District Board of Health Members) if it does not involve a statement of Washoe County Health District policy, or address personnel or fiscal matters. A copy of such correspondence shall be provided to the District Health Officer.

Updated 9/11/19

DESCRIPTION:

The Washoe County Health District follows the Washoe County Telecommuting policy. **NOT all positions are eligible** for telecommuting, telecommuting/working remotely **is a privilege not a right**, it is based on business needs, employee attendance and job performance and is at the discretion of their Supervisor, Division Director and District Health Office. Employees must use the County Telecommuting form to apply: https://www.washoecounty.us/humanresources/files/hrfiles/Telecommuting_Work_Agreement_form_11_26_07.pdf Employees must complete the form if they want to telecommute or work remotely on a regular basis (1 or more times per week on-going). Telecommuting requests are valid for 1 year at a time, unless needed for a shorter period of time. Employees must reapply annually.

I. POLICY

Washoe County is dedicated to excellence in public service. This policy establishes guidelines for telecommuting work schedules, an arrangement where an employee can work from home or another remote location away from their primary workplace. The telecommuting policy is being implemented by the County to further improve provision of services to the public. Not all positions are amenable to a telecommuting assignment; therefore, assignments will be made based on business necessity, at the sole discretion of management, and employees may be re-assigned based on the County's business needs. Telecommuting is not an employee entitlement. Employees retain all rights to which they are entitled under any applicable Collective Bargaining Agreement, federal, state or local law, and nothing in this policy should be construed otherwise.

II. TELECOMMUTING PROCESS

1. *Eligibility.* Not all positions are appropriate for a telecommuting arrangement; therefore, the department head shall determine which positions and employees are suitable for telecommuting. Employees seeking a telecommuting arrangement may apply to their department head using the Telecommuting Work Agreement form. The primary factor for consideration shall be whether an assignment to a telecommuting arrangement meets the business needs of the department and Washoe County. Other factors include, but are not limited to:

- a. **Job Responsibilities.** The manager and employee will discuss current job responsibilities and determine what tasks are appropriate for telecommuting arrangements. Such factors in determining whether an employee can telecommute include, but are not limited to, the nature of the work which will be performed, including the need for, and amount of interaction with the public, co-workers, and subordinates required by the position.
- b. **Equipment Needs.** The manager, technology services, and employee will review the physical workspace needs, equipment requirements, and the appropriate location for the telework. The employee will confirm that he or she has access to space conducive to performing telework.

- c. **Work Performance.** To be eligible for telecommuting, an employee must be and remain in good standing with Washoe County. The manager will take into consideration the employee’s work performance, both prior to and during the assignment to a telecommuting position.
 - d. **Work Hours.** The manager and employee must agree to a work schedule prior to telecommuting. During the agreed upon work schedule, the employee shall only perform County work and is required to seek prior approval for any change in schedule, overtime, or leave of any kind.
 - e. **Time Recording.** The employee is required to maintain accurate records of their hours worked and descriptions of the work they perform and to forward those records to their supervisor each week.
 - f. **Regular Communication.** The manager or designee and employee must remain in frequent communication during the telecommuting period. An appropriate level of communication between manager and employee will be agreed upon in advance.
2. **Alternate Work Location.** The employee shall only perform work in an approved workspace. The dedicated workspace should be quiet, clean, and safe with adequate lighting and ventilation. The employee will not hold business visits or meetings with professional colleagues, customers, or the public at the alternate work location.

At this work location, the employee is responsible for:

- i. The protection of all County owned property and equipment against theft and damage.
- ii. The safeguarding of records, files, correspondence, and other County owned and business-related materials. Consistent with Washoe County’s expectations of information security for employees working at the office, telecommuting employees will be expected to ensure the protection of proprietary County and information accessible from their home office. Steps include the use of locked file cabinets and desks, regular password maintenance, virus protection software, and any other measures appropriate for the job and the environment. Employees must adhere to the document security matrix and take all precautions necessary to ensure that confidential and sealed information is not accessible.
- iii. Maintaining a working voice line to make and receive work related telephone calls. A landline or cell phone, paid for by the employee unless otherwise stated in the Telecommuting Work Agreement form, is acceptable as long as service is available at all times during the employee’s work hours.
- iv. Reading and understanding all applicable County policies and agrees to continue to follow them during their telecommuting assignment to include, but not limited, to the *Washoe County’s Worker’s Compensation Policy*, *Washoe County’s Internet and Intranet Acceptable Use Policy*, and *Washoe County Information Security Policy*, and acknowledges that all information, whether personal or professional maintained on County owned computer equipment and/or the County Computer system is the property of Washoe County.

TELECOMMUTING – WORKING REMOTELY (Continued)

Washoe County is not responsible for the care, maintenance, upkeep, repair or otherwise of computer or other employee owned property which is used by the employee.

3. **Intellectual Property.** Products, documents, and records produced or created in connection with county business are the property of Washoe County.
4. **Safety.** Employees are expected to maintain their home workspace in a safe manner, free from safety hazards. Injuries sustained by the employee in a home office location and in conjunction with his or her regular work duties may be eligible for worker's compensation. Employees are responsible for notifying their manager and Risk Management of such injuries as soon as practicable. The employee is liable for any injuries sustained by visitors to his or her home worksite.

Telecommuting is not designed to be a replacement for appropriate childcare.

Although an individual employee's schedule may be modified to accommodate childcare needs, the focus of the arrangement must remain on job performance and meeting business demands. Prospective telecommuters are encouraged to discuss expectations of telecommuting with family members beforehand.

The employee will periodically make the proposed worksite available for reasonable inspection by their department head and/or designee, a Washoe County Safety Officer, a Technology Services staff person, or other employees deemed necessary by the County to assure compliance with County policies and/or to repair, inspect, or install County property or equipment. Failure to allow such access may result in denial of the request to telecommute, termination of the telecommuting work agreement, and/or discipline up to and including termination of employment.

III. PROCEDURES

- 1 An employee is required to complete and sign the Telecommuting Work Agreement form.
- 2 Approval or disapproval is determined by the department head and/or designee and Technology Services. Any disapprovals are not subject to an appeal.
- 3 All approved Telecommuting Work Agreement forms shall be forwarded to the Human Resources Department for placement in the personnel file.

IV. TERMINATION OF TELECOMMUTING ARRANGEMENTS

All telecommuting arrangements are at the will of County management and are not employee entitlements. A department head may therefore terminate a telecommuting arrangement upon reasonable notice to the employee (note less than 2 days). Department heads who approve telecommuting arrangements will periodically review all such arrangements to ensure the County's business needs are being met, that telecommuting employees are in compliance with the Telecommuting Policy and Work Agreement form, and all other applicable County policies, and to determine the appropriateness of continuing the telecommuting arrangement.

NEW 7/15/2021

DESCRIPTION:

Prior to termination of service with Washoe County Health District, an employee should give at least two weeks written notice. Per Washoe County Code 5.295, failure to give at least 2 weeks written notice constitutes cause for denial of future employment with Washoe County. Once written notice is received from an employee, the original shall be sent to the Washoe County Health District's HR Representative.

When an employee terminates service with the Washoe County Health District, the employee shall turn in all District equipment, supplies, keys, and identification cards to their Supervisor, Division Director, or designee

The employee shall report to the Washoe County Health District's HR Representative prior to the last day of employment to complete all required personnel documents. Employees voluntarily leaving employment or retiring must submit a written letter of resignation or sign the Employee Certification of Resignation form in advance.

SAP processing of the termination/transfer will not be completed until the HR Representative has received all required personnel documents and the supervisor has verified all equipment, ID badges, keys and property have been turned in. Failure by an employee to complete all required steps may delay final leave bank payouts.

Updated 4/23/15

DESCRIPTION:

County vehicles should always be used when performing inspections of any kind and when performing job related duties where a fine or citation may be issued during normally scheduled working hours.

Private automobiles should **only** be used when county vehicles are not available and for attendance of meetings, trainings etc., or when an employee is responding to an after-hour's incident.

County Vehicles should ~~always be used before the use of private automobiles.~~ **County vehicles shall be used for official business only** and shall be driven only by employees. County vehicles may be used for lunch if an employee is in the field and the lunch location is proximate to where the employee's job duties require them to be, or if there is an official business purpose for the lunch. Passengers are restricted to other employees or individuals on official business. All non-employees must sign a County Waiver of Liability (see HR Representative or Risk Management for form) before riding in a County vehicle. All waivers must be turned into the Health District HR Representative.

The Washoe County Code, Chapter 5 was amended by adding new language reflecting the County's policy of supporting the use of private vehicles for conduct of County business pursuant to County Travel Regulation ordinance, and other matters properly related thereto:

- The policy of the Board of County Commissioners is that private vehicles may be used whenever "practicable" in the conduct of county business as described in the Travel Regulation ordinance. (see County Code 5.389 and 5.391).
- Reimbursement will be made pursuant to section 5.361(4) of the ordinance.
- It is the employee's responsibility to assure that their personal automobile insurance policy is appropriate for the use of their private vehicle for the conduct of county business.

5.361 Travel Expenses

4. Private vehicles. Private vehicles may be used to conduct county business whenever practicable. The rate of the mileage allowance is the standard mileage reimbursement rate allowed by the Internal Revenue Service to be deducted from federal income tax and which is in effect at the time the mileage is traveled as determined by the county comptroller....

7. No compensation shall be allowed for transportation to or from a county officer or employee's home and principal business office.

The BCC Ordinance Amendment changes the way Washoe County administers reimbursement for use of private vehicles by employees when conducting County

USE OF COUNTY VEHICLES (Continued)

business. Previously we only reimbursed 50% of the IRS rate when a motor pool vehicle was available, but an employee chose to use their own private vehicle. Now with the Board policy changed to allow use of private vehicles whenever “practicable”, the full IRS reimbursement is offered. And is easily done using the ESS timesheet entry system.

Employees driving County vehicles or driving personal vehicles for County business shall:

- Have a valid driver’s license.
- Provide verification of same to the Washoe County Health District’s HR Representative.
- Comply with the County’s relevant policies and procedures, (e.g., defensive driving policy, use of safety belts, service station, vehicle maintenance, motor pool, and parking of vehicles).
- Comply with all traffic regulations.
- Pay for parking tickets and moving violations.
- Secure the vehicle, valuables, and equipment during routine stops.
- Lock the **County** vehicle at the end of the workday in an area designated by the County.
- Be responsible for keeping vehicles clean.
- Report any and all damage **to a County vehicle** immediately to their supervisor and complete the appropriate accident reports. See process under Accident & Injury Reporting. Pictures should be taken if possible, to show extent of the damage, submit pictures with the accident report to Administrative Health Services.
- Report any mechanical issues **with County vehicles** to Equipment Services in a timely manner.

Vehicle Accident:

An Employee driving any vehicle (County, rental, or personal), involved in an accident during the course of assigned duties shall:

- Immediately notify the appropriate law enforcement agency regardless of the extent of damage; if local law enforcement will not respond and a County vehicle is involved, advise dispatch a County vehicle was involved and request they dispatch a Deputy Sheriff to the scene to do a report. (Risk Mgmt. needs this report);
- After notifying law enforcement contact your immediate Supervisor to give a preliminary verbal report; if Supervisor is unavailable, call the Health District main line (328-2410) to give a verbal report to the Administrative Health Services (AHS) ~~Fiscal Team Office Assistant~~ **Office Support Specialist** or person covering that position.

USE OF COUNTY VEHICLES (Continued)

Within one (1) business day, the employee must complete the Saf-5 “Washoe County Vehicle Accident Report” form and submit it through his/her Supervisor and Division Director to the AHS Fiscal Team Office Assistant **Office Support Specialist** or the person covering that position; (form located on eww.health under Forms & Info, HR Forms & Info, Risk Management forms <http://eww/comptroller/Pages/CLAIMS.aspx> (click on SAF5 Vehicle Accident Report Form)

Accidents involving ~~non-County~~ **any** vehicles when law enforcement does not respond: Employee should obtain, complete and file the Nevada Department of Motor Vehicles “Driver’s Report of Traffic Accident SR-1” form and submit a copy to the ~~WCHD-HR Representative~~ **AHS Office Support Specialist** or the person covering that position (NV DMV SR-1 form located at <http://www.dmvnv.com/pdfforms/sr1.pdf> or on NV DMV Website).

Each County Vehicle contains a “Red Envelope” in the glove compartment which outlines the instructions and Employee should follow when a motor vehicle accident occurs. These instructions apply to county and non-county vehicles alike. Following the enumerated instructions listed on the Red Envelope will provide Risk Mgmt. with all the information they need to properly administer any related claim. An Employee using a non-county vehicle for business purposes can obtain the Red Envelope instructions from the WCHD AHS Office Support Specialist or <https://washoenv.sharepoint.com/sites/Comptroller/sitePages/claims.aspx>

Do not sign any form(s) or materials presented by the insurance carrier(s) of the opposing party. All such materials are to be forwarded to the Administrative Health Services Officer, who will advise Risk Management.

Proposed Update 7/13/2021

Appendix A: HR Related Documents

- **Washoe County Code, Chapter 5 – Administration and Personnel:**
<https://www.washoecounty.us/clerks/cco/code/Chapter005.pdf>
- **Health District Infection and Bloodborne Pathogen Exposure Control Plan:**
<http://eww/health/Shared%20Documents/2017%20Infection%20and%20BBP%20Plan%20-%20with%20appendices.pdf>
- **Labor Relation/Employee Association Contracts:**
<https://www.washoecounty.us/humanresources/laborrelations.php>
- **Washoe County Internet and Intranet Acceptable Use Policy:**
<https://www.washoecounty.us/repository/files/13/Internet%20and%20Intranet%20Acceptable%20Use%20Policy%20June%2028%202011.pdf>
- **Washoe County Human Resources - Policy, Procedure, and Forms**
<http://www.washoecounty.us/humanresources/Policies/policiesfullisting.php>

Appendix B: Financial

- Washoe County Code, Chapter 15; County Finances, Purchasing:
https://library.municode.com/nv/washoe_county/codes/code_of_ordinances?nodeId=CH15COFIPU
- Washoe County Accounts Payable Procedure Manual: (click OK when box appears)
<https://washoenv.sharepoint.com/sites/Comptroller/Accounts%20Payable/Forms/AllItems.aspx?id=%2Fsites%2FComptroller%2FAccounts%20Payable%2FAP%20Manual%2011%2D1%2D19%2Epdf&parent=%2Fsites%2FComptroller%2FAccounts%20Payable>
- Washoe County Internal Control Procedures Manual:
<http://eww/comptroller/Accounting/Washoe%20County%20Internal%20control%20Procedures%20Manual.pdf#search=internal%20control%20procedure%20manual>
- Washoe County Grant Management Policy Manual:
<https://washoenv.sharepoint.com/sites/InsideWashoe-OCM/Grants%20Documents/Forms/AllItems.aspx?id=%2Fsites%2FInsideWashoe%2DOCM%2FGrants%20Documents%2FWashoe%20County%20Policy%20Manual%202020%20Final%2Epdf&parent=%2Fsites%2FInsideWashoe%2DOCM%2FGrants%20Documents> (click OK when box appears)

- Washoe County Pro Card User Guide:
http://intranet.washoecounty.us/comptroller/_layouts/15/WopiFrame.aspx?source=doc=/comptroller/Purchasing%20Forms/Washoe%20County%20ProCard%20User%20Guide%20-%20March%202017.docx&action=default&DefaultItemOpen
- Washoe County Purchasing Manual:
<https://washoenv.sharepoint.com/sites/Comptroller/Purchasing%20Forms%20%20Misc/Forms/AllItems.aspx?id=%2Fsites%2FComptroller%2FPurchasing%20Forms%20%20Misc%2FPURCHASING%20MANUAL%20UPDATE%20March%202020%20%20Epdf&parent=%2Fsites%2FComptroller%2FPurchasing%20Forms%20%20Misc>

Appendix C: Plans

- Health District Emergency Operations Plan:
<http://eww/health/Shared%20Documents/Emergency%20Operations%20Plan.pdf>
- Washoe County Health District Evacuation Procedure (2014):
http://intranet.washoecounty.us/health/_layouts/15/WopiFrame.aspx?sourcedoc=/health/Shared%20Documents/Evacuation%20Procedures.docx&action=default
- Washoe County Health District Emergency Action Plan:
<http://intranet.washoecounty.us/health/Shared%20Documents/Emergency%20Action%20Plan.pdf>
- Washoe County Health District Active Shooter (10/22/14):
http://intranet.washoecounty.us/health/_layouts/15/WopiFrame.aspx?sourcedoc=/health/Shared%20Documents/Active%20Shooter.docx&action=default
- Washoe County Complex Evacuation Policy and Procedure:
http://eww/comptroller/_layouts/15/WopiFrame.aspx?sourcedoc=/comptroller/Risk%20Management%20Forms/Current%20EVACPOL.doc&action=default&DefaultItemOpen=1
- Washoe County Emergency Action Plan Policy: (Scroll down to Emergency Action Plan)
<http://intranet.washoecounty.us/comptroller/Pages/Risk-Management---Policies.aspx>

Appendix D: Forms & Policies

- Customer Conduct Policy (Washoe County Health District Policy) - Click on the link then choose Customer Conduct policy from the list. (scroll down to policy)
<https://washoenv.sharepoint.com/sites/Health/Documents/Forms/AllItems.aspx?id=%2Fsites%2FHealth%2FDocuments%2FEmployee%20Policy%20Manual%2Epdf&parent=%2Fsites%2FHealth%2FDocuments>
- Customer/Client Rights (Discrimination and Harassment) - Click on the link then choose Customer Rights Discrimination Harassment (scroll down to policy)
<https://washoenv.sharepoint.com/sites/Health/SitePages/Policies-&Procedures.aspx>
- Customer Suspension Policy (Washoe County Health District Policy) - Click on the list then choose Customer Suspension Policy. (scroll down to policy)
<https://washoenv.sharepoint.com/sites/Health/SitePages/Policies-&Procedures.aspx>
- Media Policy D-4 – Press Release (Washoe County Health District)
(Sample below and located on the Health Public Drive under Media/forms)
- Media Policy D-5 - Media Advisory (Washoe County Health District)
(Sample below and Located on the Health Public Drive under Media forms)
- Media Policy D-6 – Consent and Release
(Sample below and Located on the Health Public Drive under Media forms)

Updated 04/19/2021

WASHOE COUNTY HEALTH DISTRICT CUSTOMER CONDUCT POLICY

So that all persons may enjoy the services of the Washoe County Health District, individuals visiting or using Health District services must and are expected to comply with the following:

1. Customers must comply with all federal, state, and local laws, codes, ordinances, and policies (NRS 203.119: Commission of act in public building or area interfering with peaceful conduct of activities.)
2. Customers will not engage in behavior that could compromise the safety of themselves or others.
3. Customers will not engage in any behavior which directly or indirectly violates or restricts the rights of other customers to use the Health District or the ability of Health District personnel to serve the public.
4. Customers shall respect the rights of other customers and Health District staff by refraining from behaving in a manner which reasonably can be expected to disturb others. Instances of such inappropriate behaviors include, but are not limited to, harassing other customers or Health District staff, causing the discomfort of another person by staring or following another person about the building, engaging in noisy or boisterous activities, or entering restricted areas.
5. Customers whose bodily hygiene is offensive so as to interfere with other customers' use of the Health District shall be required to leave the building.
6. Customer shall not lie down, doze, or sleep in any area of the Health District buildings.
7. Customers shall not damage Health District materials, furniture, equipment, or other Health District property.
8. Customers shall not bring a weapon into or possess a weapon in the Health District building. This prohibition does not apply to law enforcement officers carrying service weapons in accordance with their departmental policies.
9. The sale or possession of alcoholic beverages or illegal drugs is prohibited in the Health District building.
10. Soliciting donations of money or anything of value and selling or taking orders for anything of value in the Health District building is prohibited by County Code 80.520.

APPENDIX D Form (Continued)

11. The use of skateboards, bicycles, scooters, and rollerblades is prohibited in the Health District building. Bicycles are to be parked in designated areas outside of the Health District building. Law enforcement officers may be exempt from this rule.
12. Shopping carts, bedrolls and multiple or cumbersome carrying cases are prohibited in the Health District building but may be secured outside.

Washoe County Health District

Customer/Client Rights Under the Discrimination and Harassment Policy

It is the policy of the Washoe County Health District to comply with the requirements of Title VI of the Civil Rights Act of 1964 (78 Stat. 252, 42 U.S.C. 2900d et seq.) and in particular section 601 of such Act which provides that no person in the United States shall, on the grounds of race, color, or national origin be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving Federal financial assistance. Regulations implementing this Act have been issued by the Secretary of Health and Human Services (45 CFR part 80) and the Environmental Protection Agency (40 CFR part 7).

The Washoe County Health District treats all complaints of discrimination or harassment seriously, and all employees and customers are expected to be candid and truthful during the investigation and to make a good faith effort in participating in the resolution of such complaints.

Upon filing a complaint of discrimination or harassment, the District Health Officer will immediately initiate an investigation to gather facts regarding the complaint. To the extent feasible, the Washoe County Health District will protect the confidentiality of discrimination and/or harassment allegations, providing information to only those with a need to know. The Washoe County Health District cannot guarantee complete confidentiality because the Washoe County Health District must conduct an effective investigation. The investigation shall be completed as quickly as practicable in light of the need to conduct an investigation which is accurate and fair to all persons involved.

No action will be taken against a customer for complaining or providing information related to a complaint, whether a violation of this policy is proven or not. Washoe County Health District will not retaliate against a customer for filing a complaint or providing information related to a complaint and will not tolerate nor permit retaliation by management, employees, or coworkers.

Nothing in this policy abrogates a person's rights or remedies, including due process rights to the extent applicable, as provided by contract, county code, state or federal law, or the United States Constitution.

Definitions

For the purposes of this policy, the following definitions will apply.

Discrimination: Any action that has adverse effect on an individual or group of individuals because of their race, color, religion, sex, sexual orientation, national origin, age, or disability as legally defined by federal and/or state law.

Harassment: Includes, but is not limited to making disparaging remarks, gestures, or other actions based upon a legally protected class, designed to defame the character or question the integrity of protected individuals or groups; or such conduct that has the purpose or effect of unreasonably interfering with a customer's/client's services or creating an intimidating, hostile, or offensive office/clinic environment.

Employees: Public officers and individuals employed by Washoe County Health District, except persons rendering services to the County or its township on a fee, retainer, or contract basis.

Customer/Client: Persons seeking and/or obtaining services provided by the Washoe County Health District.

Customer/Client Discrimination and Harassment Complaint Procedure

Every customer/client is entitled to receive services in an environment free from prohibited discrimination or harassment.

Investigation Process

The discrimination or harassment investigation will be conducted by the District Health Officer and proceed as follows:

- 1) Specific details will be obtained dealing with who, what, where, how often, who else, time, place, history, contemporaneous events, and reports.
- 2) A chronology of events will be prepared and confirmed with complainant.
- 3) Other persons may be interviewed.
- 4) The investigation will be limited to obtaining sufficient information for decision making. Every attempt will be made to complete the investigation within 30 working days.
- 5) Every attempt will be made to remain objective.
- 6) Evidence will be collected and evaluated to identify any inconsistencies between the people interviewed about the allegations, circumstances, location, dates, and times, etc. Re-interviewing people may be necessary to clarify previous statements and/or determine what the basis is for inconsistency.

Appendix D Form - Customer/Client Rights (Continued)

- 7) A written summary of the investigation, including the evidence used to determine the merit of each allegation, will be prepared. The written summary (record) and all supporting material will be maintained as a confidential record.
- 8) The District Health Officer may also make recommendations based on findings of the investigation. Any such recommendations made will also be maintained as a confidential record.
- 9) The District Health Officer will make a final determination based upon facts gathered through the investigation and take appropriate action regarding resolution of the case. The District Health Officer's written resolution of the complaint shall be maintained as a confidential record.
- 10) If the findings from the investigation disclosed that the Washoe County Health District Customer/Client Discrimination and Harassment Policy have been violated, the District Health Officer shall take appropriate corrective action and advise the complainant.
- 11) All documentation will be marked confidential and filed in a secure place within the Washoe County Health District Administrative Health Services Division.
- 12) The District Health Officer will follow up with the complainant to ensure that the prohibited behavior has stopped and that he/she is not receiving reprisal actions.

Customers/clients always have the option to file a complaint with the appropriate state or federal agency.

Created October 2012

**VIOLATION OF THE WASHOE COUNTY HEALTH DISTRICT
CUSTOMER CONDUCT POLICY
MAY RESULT IN THE SUSPENSION OF HEALTH DISTRICT PRIVILEGES**

CUSTOMER SUSPENSION POLICY

Suspension of Health District customers is an option used when customers exhibit or engage in behavior that violates the Customer Conduct Policy. This option is used infrequently as most customers respond to requests for compliance and management uses this procedure as a last resort measure. However, there is a small customer segment that exhibits extremely aggressive, discourteous and assaultive behavior.

Therefore, it is sometimes necessary to suspend Health District privileges in these situations. Should client services be suspended, the Health District will not “medically abandon” a client. The District Health Officer and applicable Division Director may exercise their judgment and discretion regarding these situations.

- Health District management may exercise his/her judgment and discretion to suspend a customer’s Health District privileges. The length of suspension will depend upon the seriousness and frequency of the infraction(s) and may extend for a period of up to one year.
- Customers have the right to appeal a suspension of services. The appeal must be submitted in writing and must be received by the Washoe County Health District within seven (7) calendar days after the suspension of services has been issued. Requests for appeal, including a rationale for appeal, must be submitted in writing to:

Washoe County Health District Attn: District Health Officer
P.O. Box 11130

1001 E. Ninth Street, Building B Reno, Nevada 89520-0027

The request for appeal may also be submitted via fax, to (775) 328-3752.

The District Health Officer shall investigate and respond within 30 business days.

APPROVED: January 24, 2013

REVISED: October 26, 2015

MEDIA CONTACT

Scott Oxarart, Communications Manager

1001 E. Ninth St. | Reno, NV 89512

O: 775-328-2414 | C: 775-276-1021 | soxarart@washoecounty.us | www.washoecounty.us/health

Nevada public health authorities recommend ceasing of e-cigarette, vaping product use

3 deaths reported in U.S. from severe pulmonary disease linked to vaping

Sept. 6, 2019 – Carson City Health and Human Services, Southern Nevada Health District and Washoe County Health District are warning the public of the potential for severe lung illness associated with the use of electronic cigarettes (e-cigarettes). The public health authorities are advising people not to use vaping products and e-cigarettes. These products should never be used by youth, young adults, pregnant women, and people who do not currently use tobacco products.

The Centers for Disease Control and Prevention (CDC) reported 450 potential cases and three deaths associated with severe Lung illness. At this time, investigators have not identified any specific product or compound that is linked to all cases; however, all patients have reported e-cigarette product use or vaping. In many cases, but not all, patients reported recently using products containing tetrahydrocannabinol (THC).

There have been no reported cases in Nevada. The public health authorities will work with health care providers to investigate suspected cases in respective jurisdictions.

The patients who have been hospitalized have reported experiencing a gradual start of symptoms, including:

- Respiratory symptoms (cough, shortness of breath, or chest pain)
- Gastrointestinal symptoms (nausea, vomiting, or diarrhea)
- Non-specific symptoms (fatigue, fever, or weight loss)

The Nevada health authorities advise people who use e-cigarettes to seek medical care right away if any of these symptoms are experienced. People seeking help quitting tobacco products, including e-cigarettes, can contact the Nevada Tobacco Quitline at 1-800-Quit-Now. Additional information for the public includes:

- Never buy these products off the street
- Avoid modifying e-cigarette products or adding any substances to products
- If you need help quitting tobacco products, call 1-800-Quit-Now.

Finally, the FDA encourages the public to submit detailed reports of any unexpected tobacco or e-cigarette-related health product issues at its Safety Reporting Portal or by calling 1-800-222-1222.

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Updated 10/7/19

MEDIA CONTACT

Scott Oxarart, Communications Manager

1001 E. Ninth St. | Reno, NV 89512

O: 775-328-2414 | C: 775-276-1021 | soxarart@washoecounty.us | www.washoecounty.us/health

Media Advisory: Sen. Ratti, Sheriff Balaam among speakers at Behavioral Health Forum

Wednesday Forum to Discuss Ideas to Tackle Behavioral Health Crisis

Reno, Nev. Oct. 1, 2019 – Media are invited to attend the More Powerful Together – Behavioral Health Forum on Wednesday at 8:30 a.m. at the Washoe County Commission Chambers. Breakfast treats and coffee will be available at 8 a.m. Interviews will be available for all speakers after the event.

Experts in the field will speak in this public forum to discuss why we're in a behavioral health crisis, what's being done right now in our community and how together we can help tackle this crisis.

Who:

- Nevada Senator Julia Ratti
- Washoe County Sheriff Darin Balaam
- Dr. Kristen Davis-Coelho, Northern Nevada Hopes, Chief Behavioral Health Officer
- Amber Howell, Director, Washoe County Human Services
- Kristen McNeill, Interim Superintendent, Washoe County School District & TMHC Member
- Kindle Craig, Senior Director, Renown Institutes & TMHC Board Vice Chair

What: More Powerful Together – Behavioral Health Forum

When: Wednesday, Oct. 2, 2019. Doors open at 8 a.m.; program goes from 8:30 to 11 a.m.

Where: Washoe County Commission Chambers, 1001 E. Ninth St., Building A

Why: The public's input on how to solve the behavioral health crisis is paramount, and dialogue between them and experts in our community is one step forward in addressing the issue.

Media contacts: Interviews will be conducted upon request after the event.

Scott Oxarart

Washoe County Health District, Communications Manager

soxarart@washoecounty.us

The event is hosted by the Truckee Meadows Healthy Communities' Behavioral Health Council in partnership with Renown Health and Washoe County Health District.

The Washoe County Health District has jurisdiction over all public health matters in Reno, Sparks, and Washoe County through the policy-making Washoe County District Board of Health. The District consists of five divisions: Administrative Health Services, Air Quality Management, Community and Clinical Health Services, Environmental Health Services and Epidemiology & Public Health Preparedness. [To learn more, visit our website.](#)

###



Consent and Release Form

For valuable consideration, I hereby irrevocably consent to and authorize the use and reproduction by the Washoe County Health District, or anyone authorized by the Health District, of any and all slides, videotapes or photographs which you have taken of me or my family, for any purpose whatsoever, without further compensation to me. All materials shall constitute Health District property, solely and completely.

Name: _____

Address: _____ Phone: _____

City: _____ State: _____ Zip: _____

Signature of Parent or Guardian if Minor:

Date: _____

OFFICE OF THE DISTRICT HEALTH OFFICER
1001 East Ninth Street | P.O. Box 11130 | Reno, Nevada 89520
ODHO Office: 775-328-2416 | Fax: 775-328-3752 | washoecounty.us/health
Serving Reno, Sparks and all of Washoe County, Nevada. Washoe County is an Equal Opportunity Employer.





Please contact Laurie Griffey for questions or comments at, lgriffey@washoecounty.us

Staff Report
Board Meeting Date: September 23, 2021

DATE: September 9, 2021

TO: District Board of Health

FROM: Francisco Vega, Director, Air Quality Management Division
775-784-7211, fvega@washoecounty.us

SUBJECT: Recommendation for the Board to Uphold the Air Pollution Control Hearing Board's Recommendation regarding the Appealed Notice of Violation No. AQMV21-0034, Case No. 1254, with a \$1,000.00 Administrative Penalty issued to Bluth Development, LLC.

SUMMARY

Washoe County Health District, Air Quality Management Division (AQMD) staff recommends appealed Notice of Violation (NOV) No. AQMV21-0034 be upheld and an administrative fine in the amount of \$1,000.00, as recommended by the Air Pollution Control Hearing Board (APCHB), be levied against Bluth Development, LLC for failing to obtain a Dust Control Permit prior to commencement of a dust generating activity. This action constitutes a minor violation of the Washoe County District Board of Health Regulations Governing Air Quality Management.

District Health Strategic Priority supported by this item:

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

PREVIOUS ACTION

No previous actions.

BACKGROUND

Please refer the attached NOV No. AQMV21-0034. This NOV contains the facts associated with the incident of noncompliance and supporting documentation relevant to the NOV.

An Appeal Petition from Bluth Development, LLC for the issuance of NOV No. AQMV21-0034 and the associated administrative penalty was received by the AQMD on June 2, 2021. An APCHB meeting was held on July 13, 2021, where Case No. 1254 was heard. The APCHB voted to uphold NOV No. AQMV21-0034 with a recommended administrative fine of \$1,000.00.

FISCAL IMPACT

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

AIR QUALITY MANAGEMENT

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



RECOMMENDATION

Staff recommends the Board to uphold the decision of the APCHB regarding the appealed NOV No. AQMV21-0034 issued to Bluth Development, LLC, with a recommended administrative fine of \$1,000.00.

ALTERNATIVE

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

1. The Board may determine no violation of the regulations has occurred and dismiss Notice of Violation No. AQMV21-0034; or
2. The Board may determine to uphold Notice of Violation No. AQMV21-0034 and levy any fine in the range of \$0.00 to \$1,750.00.

POSSIBLE MOTION(s)

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

1. "Move to uphold the decisions of the Air Pollution Control Hearing Board regarding the appealed NOV No. AQMV21-0034 issued to Bluth Development, LLC, with a recommended administrative fine of \$1,000.00.

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

1. "Move to dismiss Case No. 1254, Notice of Violation No. AQMV21-0034, issued to Bluth Development LLC", or
2. "Move to uphold Case No. 1254, Notice of Violation No. AQMV21-0034, and levy a fine in the amount of (*range of \$0.00 to \$1,750.00*), with the matter being continued to the next meeting to allow for Bluth Development, LLC to be properly noticed."

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

NOTICE OF VIOLATION No. AQMV21-0034

ISSUED TO

**Bluth Development, LLC
The Lakes at Lemmon Valley (Phase II)
7711 Sky Vista Parkway
Reno, Nevada
Date of Issuance: May 21, 2021
Case No.: 1254**

The Air Quality Management Division of the Washoe County Health District (AQMD) has determined that Bluth Development, LLC. is in violation of the Washoe County District Board of Health Regulations Governing Air Quality Management Section 040.030 Section C. 3. Dust Control Permit Requirements.

1. VIOLATION

- A. Failure to obtain a Dust Control Permit prior to commencement of a dust generating activity one (1) acre or greater.

2. BASIS OF VIOLATION

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

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

- B. Facts to Constitute the Violation
On May 4, 2020 an Air Quality Specialist emailed Charles Bluth of Bluth Development LLC regarding the upcoming expiration of the Dust Control Permit for the Lakes at Lemmon Valley on June 6, 2020. No response was received.



On June 9, 2020 the specialist verified via phone call to AQMD front office personnel that a new DCP for the Lakes at Lemmon valley had not been received. The specialist then went on site and contacted the receptionist at Bluth Development LLC, who said that she would ensure the permit was applied for immediately. The specialist then called Mr. Bluth and left a message informing him that they were currently operating without a permit and that all dirt moving activities were to cease until a new permit had been obtained. No response was received. The specialist also emailed Mr. Bluth informing him that the incident of noncompliance would be forwarded to the AQMD enforcement group for review.

On June 10, 2020 Dust Control Permit No. APCP20-0112 was issued by AQMD for The Lakes at Lemmon Valley (Phase II).

3. APPEAL PROCEDURE AND TIME LIMITATIONS

A. Appeal Procedure

Bluth Development, LLC. is advised that within (10) working days of the receipt of this Notice of Violation, Bluth Development, LLC. may submit a written petition for appeal to the Washoe County Air Quality Hearing Board. The written petition for appeal shall be submitted to the AQMD at the following address:

Washoe County Health District
Air Quality Management Division
1001 East Ninth Street Suite B171
Reno, Nevada 89512

Failure to submit a petition for appeal within the specified timeframe will result in the submission of this Notice of Violation to the Washoe County District Board of Health with a recommendation for the assessment of an administrative fine of \$1,750.00.

5/21/2021
Date



Joshua Restori
Supervisor, Permitting and Compliance
Air Quality Management Division
Washoe County Health District

Administrative Penalty Table

Air Quality Management Division Washoe County Health District

I. Minor Violations - Section 020.040(C)

Regulation	Violation	1st Violation	2nd Violation
020.005	Visible Emissions	1000	2500
020.030	Dust Control (fugitive)	1000	2000
020.035	Open Fires	500	1000
020.040	Fire Training	500	1000
020.050	Incinerator	1000	2000
020.051	Woodstoves	500	1000
020.055	Odors	1000	2000
020.080	Gasoline Transfer (maintenance)	1000	2000
020.200	Diesel Idling	500	1000
050.001	Emergency Episode	1000	2000
020.030	Construction Without a Dust Control Permit		
	Project Size – Less than 10 acres	\$ 500 + \$50 per acre	
	Project Size – 10 acres or more	\$1,000 + \$50 per acre	

II. Major Violations - Section 020.040

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

III. Major Violations - Section 030.107 Asbestos

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

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

Company Name Bluth Development, LLC.
Contact Name Charles Bluth
Case Number 1254

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

I. **Recommended Penalty** = \$ 1750.00

II. Violation of Section 0

II. **Recommended Penalty** = \$ 0.00

III. Violation of Section 0

III. **Recommended Penalty** = \$ 0.00

IV. Violation of Section 0

IV. **Recommended Penalty** = \$ 0.00

V. Violation of Section 0

V. **Recommended Penalty** = \$ 0.00

Total Recommended Penalty = \$ 1,750.00



Senior AQ Specialist/Supervisor

5/21/2021

Date

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

Company Name Bluth Development, LLC.
 Contact Name Charles Bluth
 Case Number 1254
 Violation Number AQMV21-0034

Violation of Section 040.030 Section C. 3. Dust Control Permit Requirements
 Permit Condition n/a

I. **Base Penalty as specified in the Penalty Table** = \$ **1,750.00**

II. **Severity of Violation**

A. **Public Health Impact**

1. **Toxicity of Release** (For Emissions Exceedances)

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

Comment: Administrative Violation

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

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

Comment: Administrative Violation

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

B. **Adjusted Base Penalty**

Base Penalty \$ 1,750.00 x Adjustment Factor 1 = \$ **1,750.00**

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

Adjusted Penalty \$ 1,750.00 x Number of Days/Weeks/Mo **1** = \$ **1,750.00**

Comment: Administrative Violation

D. **Economic Benefit**

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

Comment: No economic benefit was associated with this violation.

Penalty Subtotal

Adjusted Base Penalty \$ 1,750.00 + Economic Benefit \$ 0.00 = \$ **1,750.00**

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

III. Penalty Adjustment Consideration

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

0%

Comment: Penalty by rule

B. Compliance History

Similar Violation < 12 months (300%)

+ 0%

Similar Violation < 3 years (200%)

+ 0%

Similar Violation > 3 years (150%)

+ 0%

Previous Unrelated Violations < 5years

5% x , # of previous violations

+ 0%

Comment: Penalty by rule

Total Penalty Adjustment Factors – Sum of A & B

0%

IV. Recommended Penalty

Penalty Adjustment:


\$ 1,750.00	x	0%	=	\$ 0.00	
Penalty Subtotal		Total Adjustment Factors		Total Adjustment	
(From Section II)		(From Section III)		Value	

Additional Credit for Environmental Investment/Training - \$

Comment: _____

Adjusted Penalty:

\$ 1,750.00	+/-	\$ 0.00	=	\$ 1,750.00	
Penalty Subtotal		Total Adjustment Value		Recommended Penalty	
(From Section II)		(From Section III + Credit)			


Senior AQ Specialist/Supervisor

5/21/2021
Date

**WASHOE COUNTY
HEALTH DISTRICT**

ENHANCING QUALITY OF LIFE

AIR QUALITY MGMT.

JUN 02 2021

WASHOE COUNTY
HEALTH DIST.

APPEAL PETITION TO THE AIR POLLUTION CONTROL HEARING BOARD

Return to: Washoe County Health District
Air Quality Management Division
1001 East Ninth Street B171
Reno, Nevada 89512
(775) 784-7200

www.OurCleanAir.com

PETITIONER: CHARLES P. BLUTH, BLUTH DEVELOPMENT

PHONE: 775-359-1191

MAILING ADDRESS: 4655 LONGLEY LANE, SUITE 107

CITY: RENO STATE: NV ZIP CODE: 89502

PHYSICAL ADDRESS: SAME AS ABOVE

CITY: _____ STATE: _____ ZIP CODE: _____

EQUIPMENT OR PROCESS REGISTERED WITH CONTROL OFFICER? YES NO

APPEAL OF ORDER

APPEAL OF VIOLATION

VIOLATION NUMBER: AQMV21-0034 DATE RECEIVED: 5-26-2021

REGULATION INVOLVED: SECTION: 040.030 SECTION C.3
DUST CONTROL PERMIT REQUIREMENTS

BASIS FOR APPEAL/VARIANCE: A DUST PERMIT WAS
PURCHASED ON JUNE 9, 2020 & REC'D JUNE 10, 2020
(ISSUED JUNE 10, 2020) WHICH WAS DONE AS QUICKLY
AS WE COULD RESPOND DUE TO COVID 19 STAFFING
ISSUES.

CHARLES P. BLUTH
PRINT NAME

[Signature]
SIGNATURE

OWNER/MANAGER
TITLE

6-1-2021
DATE

Revised 06-2020

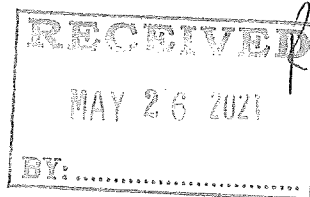


WASHOE COUNTY HEALTH DISTRICT

ENHANCING QUALITY OF LIFE

May 21, 2021

Bluth Development, LLC
Attn: Charles Bluth
4655 Longley Lane, Suite 107
Reno, NV 89502



*LAPSE OF DUST CONTROL PERMIT
MAY 4, 2020
DUST CONTROL PERMIT
DUST CONTROL PERMIT
WAS ISSUED
ON JUNE 10, 2021
EXP. 12-10-2021

RE: Notice of Violation AQMV21-0034 Associated with The Lakes at Lemmon Valley (Phase II)

Dear Mr. Bluth,

On June 9, 2020 the Air Quality Management Division (AQMD) of the Washoe County Health District identified an incident of noncompliance associated with The Lakes at Lemmon Valley (Phase II) located on Sky Vista Blvd. The attached Notice of Violation (NOV) No. AQMV21-0034 state the specifics of Case No. 1254.

Based on the incident of noncompliance, Bluth Development, LLC has violated the following Section of the District Board of Health Regulations Governing Air Quality Management (DBOH Regulations):

- 040.030 Section C.3. Dust Control Permit Requirements

Based on the available information associated with Case No. 1254 the AQMD has determined that formal issuance of NOV No. AQMV21-0034 is warranted.

The AQMD makes recommendations to the Washoe County District Board of Health (DBOH) as to what an appropriate penalty may be for a violation of the DBOH Regulations. The penalty is based on the Penalty Table and DBOH Regulations Section 020.040 Civil Fines and Penalties. NOV No. AQMV21-0034 was cited as a violation of Section 040.030 Section C.3. constituting a minor violation per Section 020.040 (C). Therefore, the AQMD is making a recommendation to the DBOH to uphold NOV No. AQMV21-0034 and administer a penalty by rule in the amount of \$1,750.00 to Bluth Development, LLC.

An appeal of NOV No. AQMV21-0034 may be requested per DBOH Regulation 020.0252 Hearing Board – Appeal Procedure. A copy of the Appeal Petition to the Air Pollution Control Hearing Board is enclosed. Appeal Petitions must be received within (10) days of receipt of this notice. Appeal Petitions may be submitted to:

Washoe County Health District
Air Quality Management Division
1001 East Ninth Street Suite B171
Reno, Nevada 89512

AIR QUALITY MANAGEMENT
1001 East Ninth Street, Building B-171, Reno, Nevada 89512
AQMD Office: 775-784-7200 | Fax: 775-784-7225 | OurCleanAir.com
Serving Reno, Sparks and all of Washoe County, Nevada. Washoe County is an Equal Opportunity Employer.



Public Health
Prevent. Promote. Protect.

Subject: Notice of Violation AQMV21-0034/Bluth Development, LLC.

Date: May 21, 2021

Page 2 of 2

Failure to submit an appeal, using the supplied Appeal Petition Form available in Attachment 4, within the specified timeframe will be considered consent of NOV No. AQMV21-0034 with the recommended penalty of \$1,750.00 to Bluth Development, LLC. The AQMD will then submit NOV No. AQMV21-0034 to the Washoe County District Board of Health. The item will be placed as a consent agenda item with a recommendation for the assessment of an administrative fine of \$1,750.00. Bluth Development, LLC will receive notice of the submittal to the Washoe County District Board of Health prior to the meeting where the item will be heard. nl

If you have any questions regarding the information contained in this letter or the attachments, please contact me at (775) 784-7202. If I am unavailable, please contact Francisco Vega at (775) 784-7211.

Sincerely,



Joshua Restori

Supervisor, Permitting and Compliance

Washoe County Health District, Air Quality Management Division

Enclosed:

Attachment 1 - Notice of Violation (Final)

Attachment 2 - DBOH Regulations Section 020.040 Civil Fines and Penalties

Attachment 3 - Penalty Table

Attachment 4 - Appeal Petition Form

E-copy: AQMD Enforcement Group

Cert. Mail No. (Return Receipt Required):

9171 9690 0935 0218 6774 04



**CASE NO. 1254 – AS REVIEWED BEFORE THE AIR POLLUTION CONTROL
HEARING BOARD**

In Re: Appeal of BLUTH DEVELOPMENT LLC)
THE LAKES at LEMMON VALLEY ,)
for violation of Section 040.030 (Dust Control),)
Subsection C (Standards), 3. (Dust Control Permit)
Requirements), of the Washoe County District)
Board of Health Regulations Governing Air)
Quality Management.)

At a hearing of the Air Pollution Control
Hearing Board at Wells Avenue and Ninth
Street, Reno, Nevada
July 13, 2021

PRESENT: Chair Cathleen Fitzgerald, DEnv, PE
Member Richard Harris, JD, PhD
Member Paul Kaplan
Member Lee Squire
Francisco Vega, AQM Division Director
Joshua Restori, Supervisor, Permitting and Enforcement
Genine Rosa, Environmental Engineer
Jessica Cabrales, Office Support Specialist
Kelly Parsons, Office Assistant II

ABSENT: Vice Chair Jeanne Rucker, REHS
Member Yvonne Downs, CEM
Member Jim Kenney

GENERAL COMMENTS

Dr. Fitzgerald advised the Hearing Board that Staff recommends the denial of the appeal of Bluth Development (The Lakes at Lemmon Valley), Notice of Violation AQMV21-0034, Case No. 1254 issued for failure to comply with the requirements of Section 040.030 (Dust Control), Subsection C.3 Dust Control Permit of the Washoe County District Board of Health Regulations, with a recommended administrative fine in the amount of \$1,750.

Mr. Joshua Restori, Supervisor, Permitting and Compliance, being duly sworn, advised Staff recommends denial of the appeal of Bluth Development LLC, for AQMV 21-0034, Case No. 1254 for the Lakes at Lemmon Valley, Phase II; and the levying of an administrative fine in the amount of \$1,750.

Mr. Restori briefly reviewed the Air Quality Management Division's authority to issue this Notice of Violation, advising Section 040.030 (Dust Control) of the Regulations specific to prohibited emissions, stipulate that for the purpose of limiting particulate matter emissions into the ambient air from any property, operations or activities that may serve as a fugitive dust source. Mr. Restori advised pertinent to this Regulation is that Washoe County was designated "moderate non-attainment" by Federal EPA Region IX for PM¹⁰ (Particulate Matter), in 1991; and redesignated as "serious non-attainment" in February 2021. Mr. Restori stated due to the "serious non-attainment" designation the Washoe County Air Quality Management Division was required to revise four (4) Sections of the Air Quality Management Regulations, in an effort to achieve attainment the standard for PM¹⁰. Mr. Restori advised Section 040.030 (Dust Control) was one of the Sections that was revised. Mr. Restori advised the Federal EPA approved the revisions, which were incorporated into the State Implementation Plan (SIP) for Washoe County, thus designating it as a Federal Rule as a component of the Clean Air Act. Mr. Restori advised due to the efforts of the Air Quality Management Division (AQMD), in the modification of the requirements of the Regulations and the pursuit of compliance of these Regulations, Washoe County was designated as attainment in 2016. Mr. Restori advised AQMD is working within the first maintenance plan for that redesignation. Mr. Restori stated these efforts have resulted in attainment status for National Standards for PM¹⁰. Mr. Restori stated these factors indicate the necessity of complying with the rule without exception for Section 040.030 (Dust Control). Mr. Restori advised that failure of an entity to comply with the requirements of a permit issued by AQMD hinders the AQMD's ability to manage these resources.

Mr. Restori reviewed in detail the requirements of Section 040.030 (Dust Control), Subsection C (3), which stipulates, "The owner or operator of a dust generating activity equal to or greater than one (1) acre must obtain a Dust Control Permit prior to commencement of a dust generating activity." Mr. Restori stated if a Dust Control Permit is slated to expire the applicant must reapply and maintain an active Dust Control Permit until such time as the acreage is permanently stabilized or the project is complete. Mr. Restori stated that in this case the Dust Control Permit issued for Lakes at Lemmon did expire on June 6, 2021, without a new and valid Permit being issued. Mr. Restori advised the remaining 15 acres had been disturbed within the parameter of APCP18-0217 was issued for Lakes at Lemmon for approximately fifty (50) acres. Mr. Restori stated on May 4, 2021, the appellant was notified by AQMD Staff that Permit APCP18-0217 would be expiring on June 6, 2021; and that it would be necessary to submit an application to

obtain a new Permit prior to the date of expiration. Mr. Restori stated on June 6, 2021, the Permit expired without an application for a new and valid Dust Control Permit. Mr. Restori advised that there was approximately fifteen (15) acres of the project remaining which had not been permanently stabilized prior to the expiration of the Permit; therefore, requiring a valid Dust Control Permit.

Mr. Restori advised that on June 6, 2021, Staff conducted an inspection of the site and verified there was not a valid Dust Control Permit for the remaining fifteen (15) acres of the project; that Staff further verified there was active construction occurring. Mr. Restori stated the Air Quality Specialist conferred with an individual on-site, advising the project did not have a valid Dust Control Permit and therefore, a Stop Work Order could be issued. Mr. Restori advised the AQMD Division received an application that day for that site; and a valid Dust Control Permit was issued.

Mr. Restori advised pursuant to the requirements of Section 040.030, Subsection C 3, the appellant failed to maintain a valid Dust Control Permit for this site for private construction activity for the remaining fifteen (15) acres of the project; thus, violating the requirements of the Regulation. Mr. Restori advised the appellant had not obtained a valid Dust Control Permit prior to the date of expiration, which is a violation of local and Federal Regulations.

Ms. Kathleen O'Connell, Construction Coordinator, Bluth Development (Lakes at Lemmon Valley Phase II), being duly sworn, stated at the time Lakes at Lemmon Valley was contacted by the AQMD Staff, "We were not working in the offices; and were working on the site on a limited basis." As soon as they were advised when notified on-site on June 9, 2021, an application was immediately submitted and received on June 10, 2021. Ms. O'Connell reiterated staff was not working in the offices and communication is very limited; therefore, an application was not submitted for a new Dust Control Permit.

In response to Mr. Kaplan regarding COVID-19, affecting the day-to-day operations, Ms. O'Connell stated, "they were not in the office because of COVID, and communication was very limited."

Mr. Kaplan stated there is the impression this only became an issue of urgency when Staff indicated a Stop Work Order could be issued.

In response to Mr. Kaplan, Ms. O'Connell stated, it absolutely became an issue of urgency after the notification on-site; that she was contacted at her home of the situation; that she then "came in and took care of it."

In response to Dr. Harris regarding submitting an email to AQMD Staff that the office (Lakes at Lemmon Valley), was "short-staffed", Ms. O'Connell stated, "at that time she does not think so."

In response to Mr. Squire regarding Ms. O'Connell ability to "check on her emails and communications from home and work", Ms. O'Connell stated, "communications would have been to Mr. Bluth; therefore, she was not privy to that information." Ms. O'Connell stated when she conferred with Mr. Bluth, he advised her he had not been checking his emails either; that he

was not aware of “what was happening.” Ms. O’Connell stated, “the people on-site would have had no way of knowing there were emails going back and forth.”

In response to Mr. Squire regarding checking her emails whether in the office or not, Ms. O’Connell stated, she was checking her office emails; however, she would not have been checking Mr. Bluth’s personal emails; that the emails regarding the Dust Control Permit would have been sent to Mr. Bluth.

In response to Mr. Kaplan regarding remaining current on company related permits, Ms. O’Connell stated, the company does attempt to remain current on permits. Ms. O’Connell stated this is the first time for this type of permit; that Bluth has only one (1) other Dust Control Permit. In response to Dr. Harris regarding activity on-site, Ms. O’Connell stated, the company was actively working on the site for four (4) days without a valid Dust Control Permit. Ms. O’Connell stated, she would not be aware of the amount of activity that was occurring during this four (4) day period.

In response to Mr. Squire regarding Bluth Development addressing the problem of communication, Ms. O’Connell stated, she is now able to communicate with Mr. Booth. Ms. O’Connell stated, generally communications come to her and the company’s CFO (Chief Financial Officer). Ms. O’Connell stated, she is unsure as to why the AQMD Staff only had Mr. Bluth’s email; however, she believes that the AQMD now has her email as well.

Dr. Fitzgerald stated the application indicates Mr. Bluth as a contact; however, it also indicates a Mr. Peter Coats; that she would question Mr. Coats why Mr. Coats did not respond.

In response to Dr. Fitzgerald, Ms. O’Connell stated Mr. Coats is no longer associated with the company.

In response to Dr. Fitzgerald. Ms. O’Connell stated the only contact for the company was Mr. Bluth at an AOL address. There is no general business email address for this company.

In response to Dr. Fitzgerald regarding the amount of the recommended fine, Mr. Restori advised the recommended base fine is \$1,000, plus \$50 for each of the fifteen (15) acres.

MOTION

Dr. Fitzgerald closed the public portion of the hearing; advising there are three (3) recommendations which the Board may consider: 1) dismiss the Notice of Violation; 2) uphold the Notice of Violation and the recommended fine of \$1,750; or 3) uphold the recommendation to deny the appeal and levy a different administrative fine amount.

Dr. Harris stated that considering the challenges to COVID19, he understands the issues which may have occurred with office communications. Dr. Harris stated that he would support denying the appeal of Bluth Development and recommending a fine in the amount of \$1,000. Dr. Harris stated there should be assurances this does not occur again.

Mr. Squire stated he concurs that there were many problems in 2020 associated with the pandemic; that the appellant indicated the communication problems within Bluth Development have been resolved. Mr. Squire stated, further, the appellant indicated Bluth Development has not had previous issues regarding remaining in compliance with other permits.

Dr. Harris moved that the appeal of Bluth Development for the Lakes at Lemmon Valley, Phase II, AQMV21-0034, Case No. 1254, be denied and an administrative fine in the amount of \$1,000 be levied.

Ms. Cabrales, Recording Secretary, stated, for the record, Ms. O'Connell, Bluth Development has been advised the Air Pollution Control Hearing Board is a recommending body only; that the recommendation of the Hearing Board will be forwarded to the District Board of Health for final review and action. Ms. Cabrales stated Ms. O'Connell was further advised of Bluth Development's right to appeal the recommendation of the Hearing Board, in writing, within five (5) working days of tonight's hearing, to the District Health Officer.

CATHLEEN FITZGERALD, DENV, PE
CHAIR

JESSICA CABRALES
RECORDING SECRETARY

Staff Report
Board Meeting Date: September 23, 2021

DATE: September 9, 2021
TO: District Board of Health
FROM: Francisco Vega, Director, Air Quality Management Division
775-784-7211, fvega@washoecounty.us
SUBJECT: Recommendation for the Board to Uphold the Air Pollution Control Hearing Board's Recommendation regarding the Appealed Notice of Violation No. AQMV21-0032, Case No. 1269, with a \$250.00 Administrative Penalty issued to Artisan Mystic Mountain, LLC.

SUMMARY

Washoe County Health District, Air Quality Management Division (AQMD) staff recommends appealed Notice of Violation (NOV) No. AQMV21-0032 be upheld and an administrative fine in the amount of \$250.00, as recommended by the Air Pollution Control Hearing Board (APCHB), be levied against Artisan Mystic Mountain, LLC for failing to comply with the stabilization requirements for fugitive dust sources found in District Board of Health Regulations Governing Air Quality Management Section 040.030 Section C. (Standards) 2. (Stabilization Requirements for Fugitive Dust Sources) c. (Open Area and Vacant Lot or Disturbed Surface Area). This action constitutes a minor violation of the Washoe County District Board of Health Regulations Governing Air Quality Management.

District Health Strategic Priority supported by this item:

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

PREVIOUS ACTION

No previous actions.

BACKGROUND

Please refer the attached NOV No. AQMV21-0032. This NOV contains the facts associated with the incident of noncompliance and supporting documentation relevant to the NOV.

An Appeal Petition from Artisan Mystic Mountain, LLC for the issuance of NOV No. AQMV21-0032 and the associated administrative penalty was received by the AQMD on June 21, 2021. An APCHB meeting was held on July 13, 2021, where Case No. 1269 was heard. The APCHB voted to uphold NOV No. AQMV21-0032 with a recommended administrative fine of \$250.00.

FISCAL IMPACT

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

RECOMMENDATION

Staff recommends the Board to uphold the decision of the APCHB regarding the appealed NOV No. AQMV21-0032 issued to Artisan Mystic Mountain, LLC, with a recommended administrative fine of \$250.00.

ALTERNATIVE

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

1. The Board may determine no violation of the regulations has occurred and dismiss Notice of Violation No. AQMV21-0032; or
2. The Board may determine to uphold Notice of Violation No. AQMV21-0032 and levy any fine in the range of \$0.00 to \$1,000.00.

POSSIBLE MOTION(S)

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

1. "Move to uphold the decisions of the Air Pollution Control Hearing Board regarding the appealed NOV No. AQMV21-0032 issued to Artisan Mystic Mountain, LLC, with a recommended administrative fine of \$250.00.

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

1. "Move to dismiss Case No. 1269, Notice of Violation No. AQMV21-0032, issued to Artisan Mystic Mountain, LLC", or
2. "Move to uphold Case No. 1269, Notice of Violation No. AQMV21-0032, and levy a fine in the amount of (*range of \$0.00 to \$1,000.00*), with the matter being continued to the next meeting to allow for Artisan Mystic Mountain, LLC to be properly noticed."

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

**NOTICE OF VIOLATION No: AQMV21-0032
ISSUED TO**

**Artisan Mystic Mountain, LLC
Pebble Creek Estates Phase 1
Permit No: APCP19-0198
Date of Issuance: May 28, 2021
Case No. 1269**

The Air Quality Management Division of the Washoe County Health District (AQMD) has determined that Artisan Mystic Mountain, LLC is in violation of the Washoe County District Board of Health Regulations Governing Air Quality Management Section 040.030 Section C. 2. c.

1. BASIS OF VIOLATION

A. Violation

Failure to comply with the stabilization requirements for fugitive dust sources found in District Board of Health Regulations Governing Air Quality Management Section 040.030 Section C. (Standards) 2. (Stabilization Requirements for Fugitive Dust Sources) c. (Open Area and Vacant Lot or Disturbed Surface Area).

B. Regulatory Authority

The specific Stabilization Requirements for Fugitive Dust Sources found in the Washoe County District Board of Health Regulations Governing Air Quality Management Section C. 2. c. states:

c. Open Area and Vacant Lot or Disturbed Surface Area: The owner and/or operator of an open area and vacant lot or any disturbed surface area on which no activity is occurring shall meet at least one of the following standards:

- (1) Maintain a visible crust;
- (2) Maintain a threshold friction velocity (TFV) for disturbed surface areas corrected for non-erodible elements of 100 cm/second or higher;
- (3) Maintain a flat vegetative cover (i.e., attached [rooted] vegetation or unattached vegetative debris lying on the surface with a predominant horizontal orientation that is not subject to movement by wind) that is equal to at least 50 percent;

(4) Maintain a standing vegetative cover (i.e., vegetation that is attached [rooted] with a predominate vertical orientation) that is equal to or greater than 30 percent;

(5) Maintain a standing vegetative cover (i.e., vegetation that is attached [rooted] with a predominant vertical orientation) that is equal to or greater than 10 percent and where the threshold friction velocity is equal to or greater than 43 cm/second when corrected for nonerodible elements;

(6) Maintain a percent cover that is equal to or greater than 10 percent for non-erodible elements; or

(7) Comply with a standard of an alternative test method upon obtaining the written approval from the Control Officer and the U.S.

C. Facts to Constitute the Violation

On November 6, 2020 an Air Quality Specialist Trainee (AQST) responded to a dust complaint in Spanish Springs located on APN 538-010-12. When leaving the site of the complaint, the AQST arrived at the corner of Eagle Peak Drive and Pebble Creek Drive and noticed a significant amount of fugitive dust from the Artisan Mystic Mountain LLC Pebble Creek Estates Phase 1 project. The AQST then drove to the intersection of Willow Bluff Court and Diamond Stream Drive and observed wind-blown fugitive dust from unstable disturbed surface area on the southwest side of Diamond Stream Drive. The AQST recorded a video demonstrating the fugitive dust being generated from unstable stockpiles and surface area soil associated with a staging area on the undeveloped homesite.

2. APPEAL PROCEDURE AND TIME LIMITATIONS

A. Appeal Procedure

Artisan Mystic Mountain, LLC is advised that within (10) working days of the receipt of this Notice of Violation, Artisan Mystic Mountain, LLC. may submit a written petition for appeal to the Washoe County Air Quality Hearing Board. The written petition for appeal shall be submitted to the AQMD at the following address:

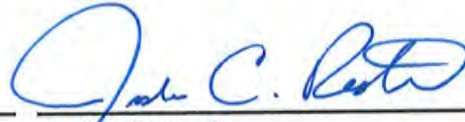
Washoe County Health District
Air Quality Management Division
1001 East Ninth Street Suite B171
Reno, Nevada 89512

Failure to submit a petition for appeal within the specified timeframe will result in the submission of this Notice of Violation to the Washoe County District Board of Health with a recommendation for the assessment of an administrative fine of \$1,000.00.

Subject: Notice of Violation AQMV21-0032/Artisan Mystic Mountain, LLC
Date: May 28, 2021
Page 3 of 3

5/28/2021

Date



Joshua Restori
Supervisor, Permitting and Compliance
Air Quality Management Division
Washoe County Health District

Administrative Penalty Table

Air Quality Management Division Washoe County Health District

I. Minor Violations - Section 020.040(C)

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

II. Major Violations - Section 020.040

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

III. Major Violations - Section 030.107 Asbestos

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

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

Company Name Artisan Mystic Mountain, LLC
Contact Name Jack Reynen
Case Number 1269

I. Violation of Section 040.030 Section C. 2. c. Stabilization Requirements

I. **Recommended Penalty** = \$ 1000.00

II. Violation of Section 0

II. **Recommended Penalty** = \$ 0.00

III. Violation of Section 0

III. **Recommended Penalty** = \$ 0.00

IV. Violation of Section 0

IV. **Recommended Penalty** = \$ 0.00

V. Violation of Section 0

V. **Recommended Penalty** = \$ 0.00

Total Recommended Penalty = \$ 1,000.00


Senior AQ Specialist/Supervisor

5/28/2021
Date

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

Company Name Artisan Mystic Mountain, LLC
 Contact Name Jack Reynen
 Case Number 1269
 Violation Number AQMV21-0032
 Violation of Section 040.030 Section C. 2. c. Stabilization Requirements
 Permit Condition _____

I. Base Penalty as specified in the Penalty Table = \$ **1,000.00**

II. Severity of Violation

A. Public Health Impact

1. Toxicity of Release (For Emissions Exceedances)

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

Comment: Particulate matter is a criteria pollutant

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

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

Comment: Environmental/public health risk is negligible.

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

B. Adjusted Base Penalty

Base Penalty \$ 1,000.00 x Adjustment Factor 1 = \$ **1,000.00**

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

Adjusted Penalty \$ 1,000.00 x Number of Days/Weeks/Mo **1** = \$ **1,000.00**

Comment: 1 occurrence of violation observed

D. Economic Benefit

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

Comment: No economic benefit was associated with this violation,

Penalty Subtotal

Adjusted Base Penalty \$ 1,000.00 + Economic Benefit \$ 0.00 = \$ **1,000.00**

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

III. Penalty Adjustment Consideration

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

0%

Comment Penalty by rule

B. Compliance History

Similar Violation < 12 months (300%)

+ 0%

Similar Violation < 3 years (200%)

+ 0%

Similar Violation > 3 years (150%)

+ 0%

Previous Unrelated Violations < 5years

5% x , # of previous violations

+ 0%

Comment: Penalty by rule

Total Penalty Adjustment Factors – Sum of A & B

0%

IV. Recommended Penalty

Penalty Adjustment:

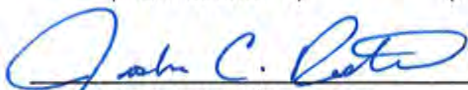
<u>\$ 1,000.00</u>	<u>x</u>	<u>0%</u>	<u>=</u>	<u>\$ 0.00</u>
Penalty Subtotal (From Section II)		Total Adjustment Factors (From Section III)		Total Adjustment Value

Additional Credit for Environmental Investment/Training - \$

Comment: _____

Adjusted Penalty:

<u>\$ 1,000.00</u>	<u>+/-</u>	<u>\$ 0.00</u>	<u>=</u>	<u>\$ 1,000.00</u>
Penalty Subtotal (From Section II)		Total Adjustment Value (From Section III + Credit)		Recommended Penalty



Senior AQ Specialist/Supervisor

5/28/2021

Date

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

AIR QUALITY MGMT.

JUN 21 2021

WASHOE COUNTY
HEALTH DIST.

APPEAL PETITION TO THE AIR POLLUTION CONTROL HEARING BOARD

Return to: Washoe County Health District
Air Quality Management Division
1001 East Ninth Street B171
Reno, Nevada 89512
(775) 784-7200

www.OurCleanAir.com

PETITIONER: Artisan Mystic Mtn. LLC
PHONE: (916) 313-3009 Jack Reynen
MAILING ADDRESS: 10630 Mather Blvd.
CITY: Mather STATE: CA. ZIP CODE: 95655
PHYSICAL ADDRESS: (SAME)
CITY: _____ STATE: _____ ZIP CODE: _____
EQUIPMENT OR PROCESS REGISTERED WITH CONTROL OFFICER? YES NO
APPEAL OF ORDER
APPEAL OF VIOLATION
VIOLATION NUMBER: AQM V21-0032 DATE RECEIVED: 06-03-2021
REGULATION INVOLVED: SECTION: 040.030 Section C.2.c

BASIS FOR APPEAL/VARIANCE: See Attached exhibits

John L. Reynen "JACK"
PRINT NAME
Owner / Manager
TITLE

[Signature]
SIGNATURE
6-7-2021
DATE

Revised 06-2020



We are appealing this fine because of special circumstances beyond our control on November 6, 2020.

The City of Sparks closed both local water fill stations in the area without ANY prior notice from 11/6/20 – 11/9/20 for maintenance. The fill stations are located at Sha-Neva Road (2.5 miles away) and La Posada & Pyramid (5.5 miles away). BOTH were closed as evidenced in the photos attached.

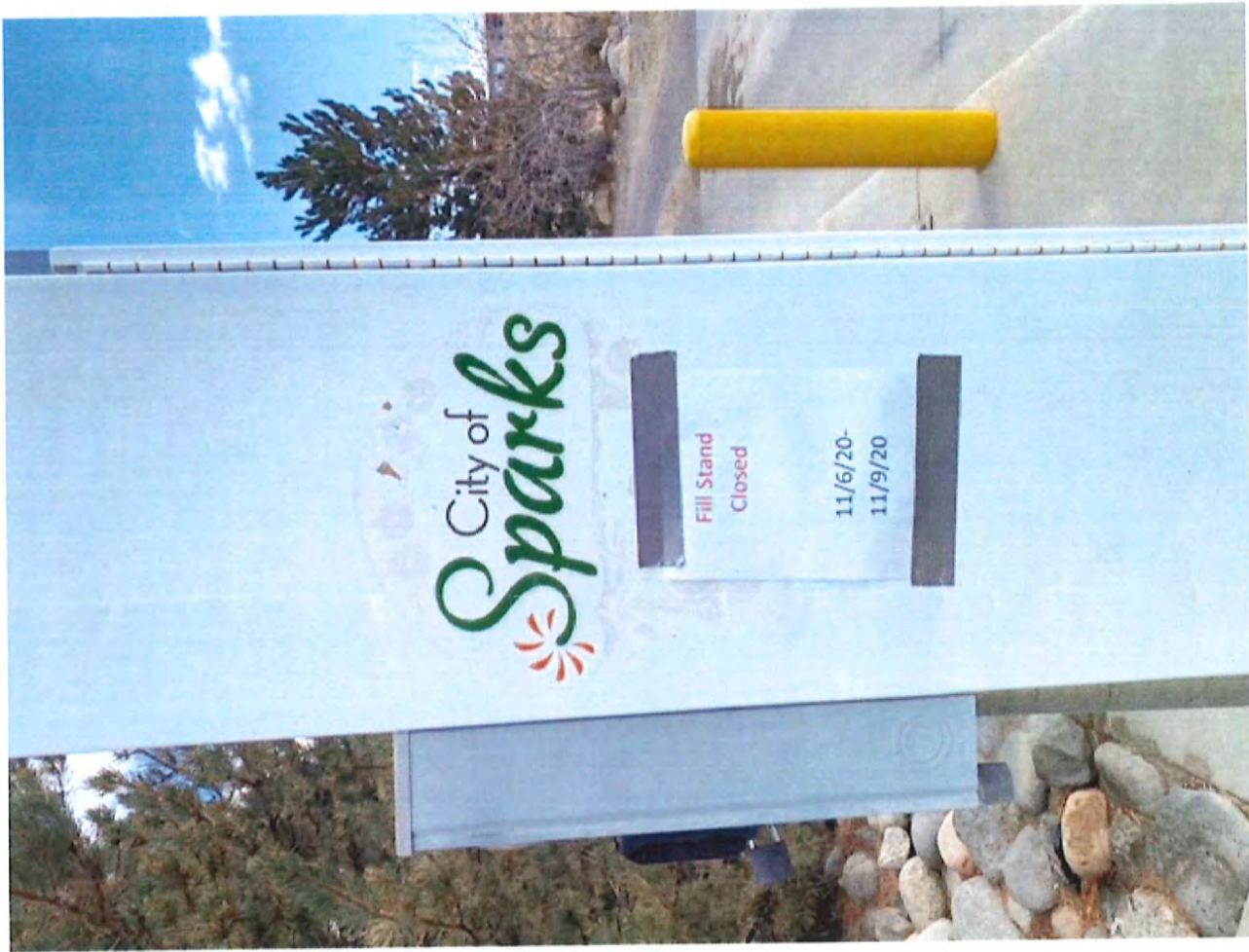
Ironically, even though Artisan Communities installed the fire hydrants in the Pebble Creek Estates Subdivision Phases 4, 5, 6 & 7, it is illegal to pull water off hydrants in the City of Sparks – doing so is subject to a \$10,000 fine. So that was clearly not an option.

With the fill stations closed there was nowhere we could legally access water that day once our water truck was emptied spraying what water we had in the truck. Had we had any indication that the fill stations would be closed we could have heavily saturated the area prior to the closure and filled the water truck tank to capacity. It might have also been possible to have arranged for a portable tank for filling the water truck.

Our employees noted (and took a video) that day showing that fugitive dust was blowing from the commercial property being developed adjacent to our property, and dust was also blowing from further away from the Sha-Neva pit and Bone Yard Flats. None of those are not our property. I also understand that Candace Brown may have also been there that day and would have observed that as well. Therefore, the visible dust was not just from our property.

The bottom line is we have always taken dust control seriously. At one-point Tom Ferrel even constructed a 6-foot-high cedar fence 1200 long to act as a wind break along unit 7. That fence was not required as a condition of development but was built as a recommendation from your staff.

Clearly, we had no control of the fill stations being closed on 11/06/2020 and received no prior notice. That circumstance was beyond our control. For those reasons we respectfully appeal this fine.





From: Doug Egstrom <degstrom@rbhomes.com>
Sent: Monday, November 09, 2020 1:07 PM
To: Tiffani Creedon <tcreedon@rbhomes.com>
Subject: FW: Pebble Creek Estates Phase I: Washoe County Air Quality Permit APCP19-0198

From: Brown, Candace R. <CRBrown@washoecounty.us>
Sent: Monday, November 9, 2020 1:04 PM
To: Doug Egstrom <degstrom@rbhomes.com>
Subject: FW: Pebble Creek Estates Phase I: Washoe County Air Quality Permit APCP19-0198

Candace Brown
Air Quality Specialist Trainee | Air Quality Management Division | Washoe County Health District
cbrown@washoecounty.us | O: (775) 784-7231 | C: (775) 233-5141 | 1001 E. Ninth St., Bldg. B, Reno, NV 89512



From: Brown, Candace R.
Sent: Monday, November 9, 2020 12:53 PM

To: jreynen@rbhomes.com

Subject: Pebble Creek Estates Phase I: Washoe County Air Quality Permit APCP19-0198

Hello,

This email is to notify Artisan Mystic Mountain LLC that a case is being generated regarding an incident of non-compliance observed on Friday, November 6, 2020 at the Pebble Creek Phase I project located near Pebble Creek Dr.

During the high wind event, excessive fugitive dust was observed and documented. It has been determined with this documentation that the windblown fugitive dust exceeded the standard set forth by Condition 12 of Artisan Mystic Mountain's Permit to Operate (Permit APCP19-0198) which states: *"Visible dust may not be emitted into the air from any operations or disturbed areas of this project for more than 5 minutes in any hour period."*

Dust at the Pebble Creek Phase I project needs to be controlled to the standard set forth by the Permit to Operate at all times.

With recommendation from AQMD's Branch Chief, the case will be submitted to the AQMD Enforcement Panel. You may be contacted in the future to discuss details of the case and any action that may be associated.

If you have any questions, please feel free to contact me.

Regards,

Candace Brown

Air Quality Specialist Trainee | Air Quality Management Division | Washoe County Health District
crbrown@washoecounty.us | O: (775) 784-7231 | C: (775) 233-5141 | 1001 E. Ninth St., Bldg. B, Reno, NV 89512

WASHOE COUNTY
HEALTH DISTRICT
ENHANCING QUALITY OF LIFE





**CASE NO. 1269 – AS REVIEWED BEFORE THE AIR POLLUTION CONTROL
HEARING BOARD**

In Re: Appeal of ARTISAN MYSTIC)
MOUNTAIN for PEBBLE CREEK ESTATES,)
for violation of Section 040.030 (Dust Control),)
Subsection C (Standards), 3. (Dust Control Permit)
Requirements), of the Washoe County District)
Board of Health Regulations Governing Air)
Quality Management.)

At a hearing of the Air Pollution Control
Hearing Board at Wells Avenue and Ninth
Street, Reno, Nevada
July 13, 2021

PRESENT: Chair Cathleen Fitzgerald, DEnv, PE
Member Richard Harris, JD, PhD
Member Paul Kaplan
Member Lee Squire
Francisco Vega, AQM Division Director
Joshua Restori, Supervisor, Permitting and Enforcement
Genine Rosa, Environmental Engineer
Jessica Cabrales, Office Support Specialist
Kelly Parsons, Office Assistant II

ABSENT: Vice Chair Jeanne Rucker, REHS
Member Yvonne Downs, CEM
Member Jim Kenney

GENERAL COMMENTS

Dr. Fitzgerald advised the Hearing Board that Staff recommends the denial of the appeal of Artisan Mystic Mountain LLC (Pebble Creek Estates, Phase I), Notice of Violation AQMV21-0034, Case No. 1269 issued for failure to comply with the requirements of Section 040.030 (Dust Control), Subsection C.3 Dust Control Permit of the Washoe County District Board of Health Regulations, with a recommended administrative fine in the amount of \$1,000.

Mr. Josh Restori, Supervisor, Permitting and Compliance, advised the Air Quality Management Division (AQMD), issued AQMV21- 0034, Case 1269 to Artisan Mystic Mountain LLC, Pebble Creek Estates, Phase I, for violation of Section 040.030 (Dust Control), Subsection C 3. Mr. Restori advised that AQMD is the delegated agency for determining compliance and enforcement of the Washoe County District Board of Health Regulations Governing Air Quality Management. Mr. Restori stated the authority for the governing of prohibited emissions is delineated in Section 040.030 (Dust Control) of the Regulations, for the purpose of limiting particulate material emissions into the ambient air from any property, operations or activities that may serve as a fugitive dust source.

Mr. Restori advised in 1991 Washoe County was designated as moderate non-attainment for PM¹⁰ (Particulate Matter); and in February 2001 was designated as serious non-attainment. Mr. Restori advised the AQM Division was required to implement strategies, including revisions to the Regulations, delineating how compliance would be achieved for attainment status. Mr. Restori advised these strategies and regulatory amendments were approved by Federal EPA Region IX; and incorporated in the State Implementation Plan (SIP) for Washoe County. Mr. Restori advised that Section 040.030 was one of the Sections of the Regulations which were amended, and the revisions adopted. Mr. Restori stated adoption by the Federal EPA resulted in these requirements being incorporated into the Clean Air Act, thus, becoming Federal requirements. Mr. Restori advised based upon the revisions to the Regulations; and the AQMD's diligence in pursuit of compliance to the requirements of the Regulations, Washoe County was designated as attainment for PM¹⁰ in 2016. Mr. Restori stated the requirements of the Regulations remain in effect "for periods of time because they work;" and demonstrate the importance of adherence to the requirements of the Regulations without exception.

Mr. Restori advised specific to this case, Section 040.030 (Dust Control), Subsection C 2 c., delineates the requirements for stabilization for dust control permitted sources, including applications of palliatives for a visible crust as a stabilization method. Mr. Restori advised that during on-site compliance inspections Staff will investigate to determine if there is a visible crust; that it is "very evident" when there isn't a crust to stabilize the ground soil surface when the wind is blowing. Mr. Restori advised when there isn't a crust layer PM¹⁰ becomes re-entrained into the ambient air. Mr. Restori advised "disturbed surface area" is defined as "an area which has been physically removed, uncovered, destabilized, or otherwise modified from its undisturbed native condition; thereby increasing its potential for emissions of fugitive dust. Mr. Restori advised fugitive dust is particulate matter which has become entrained into the ambient air; and is caused from human or natural activities such as, but not limited to, the removal of soil, vehicles, equipment, and wind. Mr. Restori advised "open areas and vacant lots" are defined as:

“vacant portions of residential or commercial lots that are immediately adjacent and owned or operated by the same individual or entity are considered one vacant open area or vacant lot.”

Mr. Restori advised specific to this case there is a partially developed build-out for a residential community that is designated as an open area or vacant lot.

Mr. Restori advised on December 13, 2019, APCP19-0198 was issued to Pebble Creek Estates for twenty-two (22) acres. Mr. Restori advised on November 5, 2020, AQMD Staff issued a high wind warning to all construction projects, including to the appellant, indicating a change in the weather of extremely high winds and dry conditions. Mr. Restori advised as a courtesy the AQMD forwarded an email notification to the appellant (a copy of which was placed on file for the record), advising of the weather changes, high winds and dry conditions expected for November 6, 2020. Mr. Restori advised the email recommended the condition of all open land areas be assessed to ensure that any and all precautions to control dust be implemented for the expected change in weather.

Mr. Restori stated Staff received several complaints of dust emissions from area residents living adjacent to Pebble Creek Estates Phase I, dating back to March 14, 2020. Mr. Restori advised that upon investigation on November 6, 2020, Staff observed fugitive dust emissions blowing from an active lot of Pebble Creek Estates Phase I. Mr. Restori advised that the disturbed soil was not stabilized with a crust or other equivalent measures to control the dust.

Mr. Restori presented videos which Staff had filmed on-site demonstrating what the compliance Staff observed during this incident. Mr. Restori stated the video depicts the stockpiles on the lot which were actively being utilized; however, were not stabilized prior to the anticipated wind event. Mr. Restori advised the second video demonstrates how the dust emissions were blowing directly into the adjacent residences to the east directly from the stockpiles.

Mr. Restori advised it may be the contention of the appellant that the City of Sparks had closed the effluent water truck fill station from November 6-9, 2020. Mr. Restori advised this had no bearing on the email of November 5, 2020, advising an assessment of the project and the implementation of all precautions necessary to control dust emissions of destabilized areas due to the high wind warning. Mr. Restori advised that Truckee Meadows Water Authority fill stations remained open during this time. Mr. Restori advised there are four (4) fill stations in Washoe County; that the closest one to this project is at 202 Nichols Boulevard in Sparks, approximately twenty-four (24) minutes from this project. Mr. Restori advised, further, the appellant also had the opportunity to apply for construction water access to the construction site through the Truckee Meadows Water Authority's application and approval process. Mr. Restori advised it is the consensus of the AQMD Staff that the closure of the effluent water truck fill station as justification for not implementing dust control measures at this site.

Mr. Restori advised AQMV21-0034 was issued due to the failure of the appellant failed to comply with the stabilization standards for an open area and vacant lot or any disturbed surface area on which no activity was occurring at Pebble Creek Phase I, allowing for PM10 to become entrained into the ambient air. Mr. Restori stated the appellant failed to comply with

stabilization requirements of the Regulations; that this is a violation of both local and Federal requirements.

In response to Dr. Fitzgerald regarding the wind conditions of November 6, 2020, Mr. Restori advised there were high wind gusts, for a limited period of time with seasonal dry conditions as determined by the National Weather Service. Mr. Restori advised it was the forecasted change of weather conditions that prompted AQMD to disseminate a high wind warning to all construction projects.

In response to Dr. Harris regarding the appellant's contention that there was dust blowing from projects other than just the Pebble Creek site, Mr. Restori advised that, as indicated there were several complaints specific to this site. Mr. Restori advised upon investigation of the area, Staff noted small plumes from adjacent projects; however, those other areas had "some form of stabilization on-site. Mr. Restori advised when Staff investigated the subject site the dust plume emissions, as depicted in the videos, were primarily from Pebble Creek Phase I site. In response to Dr. Harris regarding any citations being issued to other projects in the area, Mr. Restori advised based upon Staff's investigations of the area no other citations were issue, as it was the consensus of Staff no other projects had contributed to the dust plumes, again, as depicted in the videos.

In response to Dr. Fitzgerald regarding it being the consensus of the Inspector that the vast majority of the dust being from the stockpile, Mr. Restori advised the majority of the dust was being generated from the lot due to vehicular traffic disturbing the soil adjacent to the stockpile. In response to Dr. Fitzgerald regarding work occurring at the time of the violation, Mr. Restori advised it is his understanding there was work occurring on the project at that time.

In response to Mr. Squire regarding disturbance of soils from the lot occurring, Mr. Restori stated the disturbance of the soils was visible with a small amount of track-out from the vehicles; that evidence of soils disturbance that had not been stabilized after vehicular traffic as evidenced in the photographs within Staff's report.

Mr. Dennis Lillard, Artisan Communities, being duly sworn, advised Pebble Creek Estates is a multi-phased community, which Artisan has been developing for several years. Mr. Lillard stated Artisan Communities takes its responsibilities of dust control seriously, including having equipment on-site and manpower available to maintain the sites for situations such as what occurred on November 6, 2020. Mr. Lillard advised there were some very extraordinary events that occurred on November 6, 2020; that typically Artisan does utilize the two (2) water fill stations which were closed at the time; that he has photographs of those closed stations. Mr. Lillard stated typically after a water truck application is made to the site; and the water truck is empty that truck would go to fill station one (1) or fill station two (2). Mr. Lillard advised on the day in question both fill stations were closed with no prior notification. Mr. Lillard stated Ms. Candace Brown, Air Quality Specialist Trainee was very helpful in attempting to assist in locating a fill station for the project. Mr. Lillard stated "dust cannot be controlled with no water"; that there were numerous phone calls made attempting to locate a water fill station or determining what source of water could be used. Mr. Lillard stated, although he is aware it doesn't make a difference in this situation, "in California the company would have connected to

a fire hydrant to take care of the problem; however, in Nevada that would have resulted in a \$10,000 fine.” Mr. Lillard stated, “at one point in the concern of controlling the dust”, (taking water from a fire hydrant was considered); however, it was the determination that wouldn’t be prudent to compound an already bad situation.

Mr. Lillard stated Mr. Restori had mentioned minimal track out at the site; that Artisan Communities have a large problem in “that every weekend the area has RVs and motorcycles running over all the area which has been previously watered, utilizing the stockpiles as jumps for the motorcycles.” Mr. Lillard stated that there has been nothing Artisan has been able to do to control that situation.

Mr. Squire stated, as Mr. Lillard advised “this is not California, it’s Nevada.” In response to Mr. Squire, Mr. Lillard stated, “yes, but it is something that is beyond their control.”

Mr. Lillard reiterated Artisan Communities “does he best it can do” with having equipment and manpower available to control the dust. Mr. Lillard reiterated that the fill stations had been closed without any prior notification to the company; that the company was unaware of the other fill stations referred to by Mr. Restori. Mr. Lillard stated an email providing prior notification of the closure of the two (2) fill stations and advisement of other possible stations available would have been of assistance. Mr. Lillard stated, “that twenty-four (24) miles away is a long distance for filling a water truck; that a water truck takes forty-five (45) minutes to fill-up”; and twenty-four (24) miles back” that would have been too far away to have been of assistance on the day in question. Mr. Lillard stated these circumstances were out of the company’s control; that had the company been aware of that the two (2) fill stations were going to be closed there would have been the opportunity for a contingency plan. Mr. Lillard stated Tom can testify regarding the “concerns and frantic activity and conversations attempting to find a resolution that day.” Mr. Lillard stated Artisan Communities has no control regarding the vacant lands which surround Pebble Creek and is not Artisan Community property.

Mr. Tom Ferrell General Superintendent, Pebble Creek Estates, being duly sworn, stated that he met with Mr. Restori and Ms. Brown of the Air Quality Management Division in an attempt to be pro-active regarding controlling the dust. Mr. Ferrell stated there had been a dust control problem on the east side of the project; that he had 800 feet of fencing installed as a wind/dust break to protect the existing residences to the east. Mr. Ferrell stated he meets with and confers with Ms. Brown often to discuss dust control for the project. Mr. Ferrell stated on the day in questions he spoke with Ms. Brown twelve (12) to fifteen (15) times in an attempt to determine how to get water on the site. Mr. Ferrell presented a site map advising other vacant lands and projects in the area of Pebble Creek, including Boneyard Flats and two (2) gravel pits. Mr. Ferrell stated Ms. Suzanne Dugger, an Air Quality Inspector with Air Quality jointly witnessed dust from the gravel pits “that picked up speed and came straight into his project”; that he has been with the development for nine (9) years; that “this is what he deals with on-site.” In response to Mr. Squire regarding days in which Artisan Communities “isn’t dealing with wind in the area”, Mr. Ferrell stated, there isn’t one.

Mr. Lillard displayed photographs depicting fugitive dust emissions from today (July 13, 2021), which is not from the Pebble Creek project. Mr. Lillard stated, “the homeowners who complain don’t know where their dust is coming from”; that Artisan Communities is on-site and are building; therefore, “they are the bad guys, and responsible for where the dust is coming from them.”

In response to Mr. Squire regarding Staff’s video. Mr. Ferrell reiterated that on that day Artisan Communities did everything possible to locate fill stations. Mr. Ferrell stated he contacted AQMD Staff to meet with him on-site as “he wanted to figure out a solution.” In response to Mr. Squire regarding the distance of the two (2) water fill stations, Mr. Ferrell stated one (1) is approximately seven (7) minutes away; and the other near La Posada fire station is approximately fifteen (15) minutes away. Mr. Ferrell_ stated there are large vacant lots in the area and there was a lot of dust; that “he was dealing with all of their dust.”

In response to Dr. Fitzgerald regarding a continuation of operations on the day in question, Mr. Ferrell stated, as the video demonstrates, there was nothing occurring on that particular lot. In response to Dr. Harris regarding Mr. Ferrell being on the project for nine (9) years, Mr. Ferrell advised he has been on the project for nine (9) years; that in that time he met with Ms. Dugger several times; that he has met with Ms. Brown several times and he has “taken every suggestion presented to him”, by Ms. Dugger, Ms. Brown, and Mr. Restori and “has done them.” Mr. Ferrell stated he has “gone above and beyond” to address the control of dust emissions. Mr. Ferrell stated he values Staff’s opinions and recommendations.

In response to Dr. Harris regarding any previous citations, Mr. Ferrell stated that he has never received a previous citation. In response to Dr. Harris regarding receipt of Staff’s (wind warning) email, Mr. Ferrell advised he did receive the email; that he had a filled “water truck on-site and ready to go.” Mr. Ferrell stated Artisan Communities did have a palliative on the entire project; however, on the weekends people run side-by-sides, motorcycles and four-wheel drives over the project area and destroy the palliative covering.

Mr. Ferrell reiterated that he had 800 feet of fencing installed; that he has done everything ever asked of him with no questions asked.

MOTION

Dr. Fitzgerald advised the Hearing Board there are three (3) options: 1) dismiss the Citation; 2) uphold Staff’s recommendation to deny the appeal and uphold the Citation with the recommended \$1,000 fine; or 3) uphold the Citation with a different recommended fine.

Mr. Squire stated he would support recommending reducing the fine as there was definitely a dust problem.

Dr. Harris stated the fugitive dust which occurred was obvious; however, he concurs the appellant did everything possible to prevent the dust emissions Dr. Harris stated the AQMD Staff did what was required; however, he would support dismissing the violation.

Dr. Harris moved to dismiss Citation AQMV21-0034, Case No. 1269. The motion died for lack of a second.

Mr. Squire moved to uphold the recommendation of Staff to deny the appeal of Artisan Communities, Citation AQMV21-0034, Case No. 1269; and to levy a fine in the amount of \$250.

The motion was seconded by Mr. Kaplan. Upon a roll call vote the motion carried unanimously.

Ms. Cabrales, Recording Secretary, stated, for the record, Mr. Lillard, Artisan Mystic Mountain LLC has been advised the Air Pollution Control Hearing Board is a recommending body only; that the recommendation of the Hearing Board will be forwarded to the District Board of Health for final review and action. Ms. Cabrales stated Mr. Lillard was further advised of Artisan Mystic Mountain LLC's right to appeal the recommendation of the Hearing Board, in writing, within five (5) working days of tonight's hearing, to the District Health Officer.

CATHLEEN FITZGERALD, DEnv, PE
CHAIR

JESSICA CABRALES, OSS
RECORDING SECRETARY

DD	FV	
DHO		KD

Staff Report
Board Meeting Date: September 23, 2021

DATE: September 9, 2021
TO: District Board of Health
FROM: Francisco Vega, Director, Air Quality Management Division
 775-784-7211, fvega@washoecounty.us
SUBJECT: Recommendation for the Board to Uphold the Air Pollution Control Hearing Board's Recommendation regarding the Appealed Notice of Violation No. AQMV21-0037, Case No. 1308, with a \$500.00 Administrative Penalty issued to McCarthy Building Companies, Inc.

SUMMARY

Washoe County Health District, Air Quality Management Division (AQMD) staff recommends appealed Notice of Violation (NOV) No. AQMV21-0037 be upheld and an administrative fine in the amount of \$500.00, as recommended by the Air Pollution Control Hearing Board (APCHB), be levied against McCarthy Building Companies, Inc. for failing to comply with the provisions of Dust Control Permit No. APCP20-0151 and allowing visible dust to be emitted into the air from any operations or disturbed areas of the project for more than 5 minutes in any hour period (Regulation 040.030, Section C. 1.). This action constitutes a minor violation of the Washoe County District Board of Health Regulations Governing Air Quality Management.

District Health Strategic Priority supported by this item:

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

PREVIOUS ACTION

No previous actions.

BACKGROUND

Please refer the attached NOV No. AQMV21-0037. This NOV contains the facts associated with the incident of noncompliance and supporting documentation relevant to the NOV.

An Appeal Petition from McCarthy Building Companies, Inc. for the issuance of NOV No. AQMV21-0037 and the associated administrative penalty was received by the AQMD on June 11, 2021. An APCHB meeting was held on July 13, 2021, where Case No. 1308 was heard. The APCHB voted to uphold NOV No. AQMV21-0037 with a recommended administrative fine of \$500.00.

FISCAL IMPACT

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

RECOMMENDATION

Staff recommends the Board to uphold the decision of the APCHB regarding the appealed NOV No. AQMV21-0037 issued to McCarthy Building Companies, Inc., with a recommended administrative fine of \$500.00.

ALTERNATIVE

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

1. The Board may determine no violation of the regulations has occurred and dismiss Notice of Violation No. AQMV21-0037; or
2. The Board may determine to uphold Notice of Violation No. AQMV21-0037 and levy any fine in the range of \$0.00 to \$1,000.00.

POSSIBLE MOTION(S)

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

1. "Move to uphold the decisions of the Air Pollution Control Hearing Board regarding the appealed NOV No. AQMV21-0037 issued to McCarthy Building Companies, Inc., with a recommended administrative fine of \$500.00.

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

1. "Move to dismiss Case No. 1308, Notice of Violation No. AQMV21-0037, issued to McCarthy Building Companies, Inc.", or
2. "Move to uphold Case No. 1308, Notice of Violation No. AQMV21-0037, and levy a fine in the amount of (*range of \$0.00 to \$1,000.00*), with the matter being continued to the next meeting to allow for McCarthy Building Companies, Inc. to be properly noticed."

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

**NOTICE OF VIOLATION No: AQMV21-0037
ISSUED TO
McCarthy Building Companies
Permit Number: APCP20-0151
Date of Issuance: May 28, 2021
Case No.: 1308**

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

1. VIOLATION

- A. Failure to comply with the provisions of Dust Control Permit APCP20-0151. Specifically, permit condition No. 12: Visible dust may not be emitted into the air from any operations or disturbed areas of this project for more than 5 minutes in any hour period (Regulation 040.030, Section C. 1).

2. BASIS OF VIOLATION

A. Regulatory Authority

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

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

B. Facts to Constitute the Violation

On April 5, 2021, an Air Quality Specialist (AQS) responded to a complaint concerning fugitive dust from the Dodge Flats Solar project. At the time of the



response, the AQS conducted an EPA Reference Method 22 observation of the project site. The AQS documented 9 minutes 35 seconds of visible fugitive dust during an 11 minute 1 second observation. This exceeds the standard set in the Washoe County District Board of Health Regulations Governing Air Quality Management 040.030 Section C.1. and referenced in Condition No. 12 of Dust Control Permit APCP20-0151.

3. APPEAL PROCEDURE AND TIME LIMITATIONS

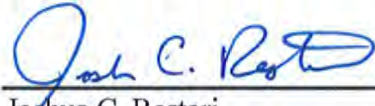
A. Appeal Procedure

McCarthy Building Companies is advised that within (10) working days of the receipt of this Notice of Violation, McCarthy Building Companies may submit a written petition for appeal to the Washoe County Air Quality Hearing Board. The written petition for appeal shall be submitted to the AQMD at the following address:

Washoe County Health District
Air Quality Management Division
1001 East Ninth Street Suite B171
Reno, Nevada 89512

Failure to submit a petition for appeal within the specified timeframe will result in the submission of this Notice of Violation to the Washoe County District Board of Health with a recommendation for the assessment of an administrative fine of \$1,000.00.

5/28/2021
Date


Joshua C. Restori
Supervisor, Permitting and Compliance
Air Quality Management Division
Washoe County Health District

Administrative Penalty Table

Air Quality Management Division Washoe County Health District

I. Minor Violations - Section 020.040(C)

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

II. Major Violations - Section 020.040

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

III. Major Violations - Section 030.107 Asbestos

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

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

Company Name McCarthy Building Companies
Contact Name Kenny Whisenhunt
Case Number 1308

I. Violation of Section 040.030 Section C. 3.

I. **Recommended Penalty** = \$ 1000.00

II. Violation of Section 0

II. **Recommended Penalty** = \$ 0.00

III. Violation of Section 0

III. **Recommended Penalty** = \$ 0.00

IV. Violation of Section 0

IV. **Recommended Penalty** = \$ 0.00

V. Violation of Section 0

V. **Recommended Penalty** = \$ 0.00

Total Recommended Penalty = \$ 1,000.00



Senior AQ Specialist/Supervisor

5/28/2021

Date

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

Company Name McCarthy Building Companies
 Contact Name Kenny Whisenhunt
 Case Number 1308
 Violation Number AQMV21-0037

Violation of Section 040.030 Section C. 3.
 Permit Condition Condition No.12 of Permit No. APCP20-0151

I. **Base Penalty as specified in the Penalty Table** = \$ **1,000.00**

II. **Severity of Violation**

A. **Public Health Impact**

1. **Toxicity of Release (For Emissions Exceedances)**

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

Comment: Penalty by rule

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

Negligible - 1x Moderate - 1.5x Significant - 2x Adjustment Factor **1.0**

Comment: Penalty by rule

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

B. **Adjusted Base Penalty**

Base Penalty \$ 1,000.00 x Adjustment Factor 1 = \$ **1,000.00**

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

Adjusted Penalty \$ 1,000.00 x Number of Days/Weeks/Mo **1** = \$ **1,000.00**

Comment: 1 occurrence of violation was observed

D. **Economic Benefit**

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

Comment: No economic benefit was associated with this violation.

Penalty Subtotal

Adjusted Base Penalty \$ 1,000.00 + Economic Benefit \$ 0.00 = \$ **1,000.00**

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

III. Penalty Adjustment Consideration

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

0%

Comment: Penalty by rule

B. Compliance History

Similar Violation < 12 months (300%)

+ 0%

Similar Violation < 3 years (200%)

+ 0%

Similar Violation > 3 years (150%)

+ 0%

Previous Unrelated Violations < 5years

5% x , # of previous violations

+ 0%

Comment: Penalty by rule

Total Penalty Adjustment Factors – Sum of A & B

0%

IV. Recommended Penalty

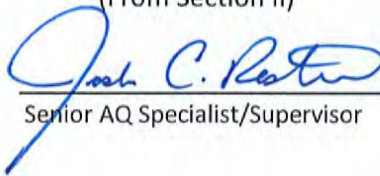
Penalty Adjustment:

\$ 1,000.00	x	0%	= \$	0.00
Penalty Subtotal (From Section II)		Total Adjustment Factors (From Section III)		Total Adjustment Value

Additional Credit for Environmental Investment/Training - \$

Comment: _____
Adjusted Penalty:

\$ 1,000.00	+/-	\$ 0.00	=	\$ 1,000.00
Penalty Subtotal (From Section II)		Total Adjustment Value (From Section III + Credit)		Recommended Penalty


Senior AQ Specialist/Supervisor

5/28/2021
Date

JUN 11 2021

WASHOE COUNTY
HEALTH DIST.

WASHOE COUNTY HEALTH DISTRICT

ENHANCING QUALITY OF LIFE

APPEAL PETITION TO THE AIR POLLUTION CONTROL HEARING BOARD

Return to: Washoe County Health District
Air Quality Management Division
1001 East Ninth Street B171
Reno, Nevada 89512
(775) 784-7200

www.OurCleanAir.com

PETITIONER: McCarthy Building Companies

PHONE: 650-9669-4980

MAILING ADDRESS: 2580 St. Rose Parkway Suite 200

CITY: Henderson STATE: NV ZIP CODE: 89704

PHYSICAL ADDRESS: 1901 Olinghouse R.

CITY: Wadsworth STATE: NV ZIP CODE: 89442

EQUIPMENT OR PROCESS REGISTERED WITH CONTROL OFFICER? YES NO

APPEAL OF ORDER

APPEAL OF VIOLATION

VIOLATION NUMBER: AQMV21-0037 DATE RECEIVED: 6/4/2021

REGULATION INVOLVED: SECTION: 040.030 Section C.3- Dust Control

BASIS FOR APPEAL/VARIANCE: See Attached

Jeff Tharp

PRINT NAME



SIGNATURE

Project Manager

TITLE

6/11/2021

DATE

Revised 06-2020





6225 N 24th St, Suite 200, Phoenix, Arizona 85016
P 480-449-4700 | F 480-449-4747
mccarthy.com

Washoe County Health District
Air Quality Management Division
1001 East Ninth Street Suite B171
Reno, Nevada 89512

RE: Permit # APCP20-0151
Project: Dodge Flat Solar
Notice of Violation AQMV21-0042

We appreciate the opportunity to appeal violations AQMV21-0037 & AQMV21-0042. McCarthy understands the importance of maintaining a compliant site and has been working diligently to stay in compliance. The above violations reference 040.030 Section C.3 – Dust Control Permit Requirements. This section allows for the Permit Operator (McCarthy) to take corrective actions if the Control Officer determines there is fugitive dust. Days with winds above 20mph are typically when we experience increased dust-generating activities. McCarthy monitors the winds and the dust to shut down if the winds are creating excessive dust. Attached, please see notifications that go out to the onsite supervision to cease activities when the winds increase. On notification days, April 5, 2021, and May 6, 2021, we did cease activities.

In addition to ceasing activities, McCarthy has increased its fleet of water trucks from 2 to 11 and added additional filling stations. This is a \$500,000 addition cost to McCarthy which was not originally anticipated. I only mention this to help show the extent of the efforts we will go to maintain compliance and our willingness to work with the Air Quality Management Division. We believe this is compliant with the allowed corrective actions in 040.030 Section C.3 – Dust Control Permit Requirements.

It is also worth mentioning the project conditions for those who may not be familiar with the site. We are located over a mile outside of the town of Wadsworth. The adjacent area is all open desert and typically when it is windy, like on the days of the violations, there is also dust being generated from the natural desert land, which can create a perception that the site is generating more dust than reality.

I hope this explanation of our sincere efforts and challenges will help in your consideration for annulling violations AQMV21-0037 & AQMV21-0042.

Respectfully,
Kenny Whisenhunt
Sr. Project Manager
McCarthy Building Companies, Inc.



A McCarthy Holdings, Inc. company

WASHOE COUNTY HEALTH DISTRICT

ENHANCING QUALITY OF LIFE

May 28, 2021

McCarthy Building Companies
Attn: Kenney Whisenhunt
2580 St Rose Pkwy., Suite 200
Las Vegas, NV 89074

RE: Notice of Violation AQMV21-0042 of Dust Control Permit APCP20-0151

Dear Mr. Whisenhunt,

On May 6, 2021, the Air Quality Management Division (AQMD) of the Washoe County Health District identified an incident of noncompliance associated with Dust Control Permit APCP20-0151 located at the Dodge Flats Solar project site adjacent to S.R. 447. The attached Notice of Violation (NOV) No. AQMV21-0042 state the specifics of Case No. 1316.

Based on the incident of noncompliance, McCarthy Building Companies has violated the following Section of the District Board of Health Regulations Governing Air Quality Management (DBOH Regulations):

- 040.030 Section C.3. – Dust Control Permit Requirements

Based on the available information associated with Case No. 1316 the AQMD has determined that formal issuance of NOV No. AQMV21-0042 is warranted.

The AQMD makes recommendations to the Washoe County District Board of Health (DBOH) as to what an appropriate penalty may be for a violation of the DBOH Regulations. The penalty is based on the Penalty Table and DBOH Regulations Section 020.040 Civil Fines and Penalties. NOV No. AQMV21-0042 was cited as a violation of Section 040.030 Section C.1. constituting a minor violation per Section 020.040 (C). Therefore, the AQMD is making a recommendation to the DBOH to uphold NOV No. AQMV21-0042 and administer a penalty by rule in the amount of \$2,000.00 to McCarthy Building Companies.

An appeal of NOV No. AQMV21-0042 may be requested per DBOH Regulation 020.0252 Hearing Board – Appeal Procedure. A copy of the Appeal Petition to the Air Pollution Control Hearing Board is enclosed. Appeal Petitions must be received within (10) days of receipt of this notice. Appeal Petitions may be submitted to:

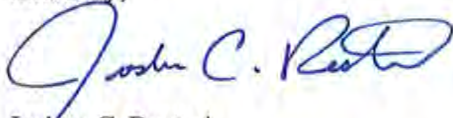
Washoe County Health District
Air Quality Management Division
1001 East Ninth Street Suite B171
Reno, Nevada 89512

Subject: Notice of Violation AQMV21-0042/McCarthy Building Companies
Date: May 28, 2021
Page 2 of 2

Failure to submit an appeal, using the supplied Appeal Petition Form available in Attachment 4, within the specified timeframe will be considered consent of NOV No. AQMV21-0042 with the recommended penalty of \$2,000.00 to McCarthy Building Companies. The AQMD will then submit NOV No. AQMV21-0042 to the Washoe County District Board of Health for approval. The item will be placed as a consent agenda item with a recommendation for the assessment of an administrative fine of \$2,000.00. McCarthy Building Companies will receive notice of the submittal to the Washoe County District Board of Health prior to the meeting where the item will be heard.

If you have any questions regarding the information contained in this letter or the attachments, please contact me at (775) 784-7202. If I am unavailable, please contact Francisco Vega at (775) 784-7211.

Sincerely,



Joshua C. Restori
Supervisor, Permitting and Compliance
Washoe County Health District, Air Quality Management Division

Enclosed:

Attachment 1 - Notice of Violation (Final)

Attachment 2 - DBOH Regulations Section 020.040 Civil Fines and Penalties

Attachment 3 - Penalty Table

Attachment 4 - Appeal Petition Form

E-copy: AQMD Enforcement Group

Cert. Mail No. (Return Receipt Required): 9171 9690 0935 0218 6779 92

Dust Shutdown 05/06/2021

McCarthy Building Companies , Dodge Flats Foreman's

Sent 05/06/2021 16:52 CDT via  by Luis Beltran

Dodge Team, SHUTDOWN all operations due to wind and large clouds of dust.

Post Updates (0)

Shutdown Dust Operations 5/7/2021

McCarthy Building Companies , Dodge Flats Foreman's

Sent 05/07/2021 16:38 CDT via  by Luis Beltran

Dodge Team, shutdown all equipment with the potential to make dust due to high winds.

Post Updates (0)

Site Shutdow 5/7/2021

McCarthy Building Companies , Dodge Flats Foreman's

Sent 05/07/2021 16:50 CDT via  by **Luis Beltran**

Dodge Team, at this point the site is shutdown due to persistent high winds.

Post Updates (0)

Wind Alert

McCarthy Building Companies , Dodge Flats Foreman's

Sent 05/20/2021 12:21 CDT via  by **Jason Faltinowski**

Dodge Leadership, wind speeds are approaching/exceeding 20 mph. Please pay close attention to your tasks and make the best determination regarding activities.

Post Updates (0)

Site Shut Down

McCarthy Building Companies , Dodge Flats Foreman's

Sent 05/20/2021 15:06 CDT via   by Jason Faltinowski

Dodge Team, at this time please secure all trash. We are going to cease operations out of an abundance of caution due to the weather. Drive safely.

Post Updates (0)

Wind Advisory

McCarthy Building Companies , Dodge Flats Foreman's

Sent 06/07/2021 14:44 CDT via   by Jason Faltinowski

Dodge Team, We currently have winds blowing from the SSW at 18 mph with gusts in excess of 25. Please monitor your activities and make the best decision.

Post Updates (0)

High Wind Advisory

McCarthy Building Companies , Dodge Flats Foreman's

Sent 06/08/2021 14:58 CDT via  by Jason Fallinowski

Dodge Team, we are approaching winds of 20 mph. Currently @18 mph SSW with gusts @27 mph. Please monitor activities and make the best decision for your crews.

Post Updates (0)

Wind Advisory

McCarthy Building Companies , Dodge Flats Foreman's

Sent 06/09/2021 14:51 CDT via  by Jason Fallinowski

Dodge Team: The winds are due to pick up around the 3:00 pm hour with forecasted wind gusts in excess of 40 mph. Please ensure materials are secured in advance.

Post Updates (0)

Environmental Protection Agency.

- d. Open Storage Piles: All open storage piles shall be stabilized by utilizing at least one of the following standards:
- (1) Maintain a visible crust;
 - (2) Cover or tarp to prevent visible fugitive dust emissions for a period or periods accumulating more than 5 minutes in any hour;
 - (3) Adequate moisture to control fugitive dust or apply water to maintain a soil moisture content at a minimum of 12 percent, as determined by ASTM Method D2216-98, or other equivalent as approved by the Control Officer and the Administrator of EPA. For areas which have an optimum moisture content for compaction of less than 12 percent, as determined by ASTM Method D1557-91 (1998) or other equivalent approved by the Control Officer and the Administrator of EPA, maintain at least 70 percent of the optimum soil moisture content;
 - (4) Stabilize material in the stockpile using a palliative for compliance as described in **Sections E.1.b.(3).i and E.1.b.(3).ii** of this Rule;
 - (5) An alternate control measure approved in writing by the Control Officer and the U.S. Environmental Protection Agency.

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

a. ELEMENTS OF A DUST CONTROL PERMIT: The Dust Control Permit shall describe all control measures to be implemented before, after, and while conducting any dust generating activity, including weekends, after work hours, and on holidays.

b. DUST CONTROL PERMIT REVISIONS:

- (1) If the Control Officer determines that an approved Dust Control Permit has been followed, yet fugitive dust emissions from any given fugitive dust source still exceed the standards of Section C of this Rule, then the Control Officer shall issue a written notice to the owner and/or operator of such source explaining such determination. The owner and/or operator of such source shall make written revisions to the Dust Control Permit. These revisions shall be made in consultation with the Control Officer and be submitted within three working days of receipt of the Control Officer's written notice. The Control Officer, upon request, may extend such time period. During the time that such owner and/or operator is preparing revisions to the approved Dust



**CASE NO. 1308 – AS REVIEWED BEFORE THE AIR POLLUTION CONTROL
HEARING BOARD**

In Re: Appeal of McCARTHY BUILDING)
COMPANIES for Dodge Flat Solar Project)
For violation of Section 040.030 (Dust Control),)
Subsection C (Standards), 3. (Dust Control Permit)
Requirements), of the Washoe County District)
Board of Health Regulations Governing Air)
Quality Management.)

At a hearing of the Air Pollution Control
Hearing Board at Wells Avenue and Ninth
Street, Reno, Nevada
July 13, 2021

PRESENT: Chair Cathleen Fitzgerald, DEnv, PE
Member Richard Harris, JD, PhD
Member Paul Kaplan
Member Lee Squire
Francisco Vega, AQM Division Director
Joshua Restori, Supervisor, Permitting and Enforcement
Genine Rosa, Environmental Engineer
Jessica Cabrales, Office Support Specialist
Kelly Parsons, Office Assistant II

ABSENT: Vice Chair Jeanne Rucker, REHS
Member Yvonne Downs, CEM
Member Jim Kenney

GENERAL COMMENTS

Dr. Fitzgerald advised the Hearing Board that Staff recommends the denial of the appeal of McCarthy Building for the Dodge Flat Solar Project, Notice of Violation AQMV21-0037, Case No. 1308 issued for failure to comply with the requirements of Section 040.030 (Dust Control), Subsection C.3 Dust Control Permit of the Washoe County District Board of Health Regulations, with a recommended administrative fine in the amount of \$1,000.

Mr. Joshua Restori, Permitting and Compliance Supervisor, being duly sworn, advised AQMV21-0037, Case No. 1308, was issued to McCarthy Building Company at the Dodge Flat Solar Project, State Route 447, for the failure to control fugitive dust emissions, a violation of Section 040.030 (Dust Control).

Mr. Restori advised that AQMD is the delegated agency for determining compliance and enforcement of the Washoe County District Board of Health Regulations Governing Air Quality Management. Mr. Restori stated the authority for the governing of prohibited emissions is delineated in Section 040.030 (Dust Control) of the Regulations, for the purpose of limiting particulate material emissions into the ambient air from any property, operations or activities that may serve as a fugitive dust source.

Mr. Restori advised in 1991 Washoe County was designated as moderate non-attainment for PM¹⁰ (Particulate Matter); and in February 2001 was designated as serious non-attainment. Mr. Restori advised the AQMD Division was required to implement strategies, including revisions to the Regulations, delineating how compliance would be achieved for attainment status. Mr. Restori advised these strategies and regulatory amendments were approved by Federal EPA Region IX; and incorporated in the State Implementation Plan (SIP) for Washoe County. Mr. Restori advised that Section 040.030 was one of the Sections of the Regulations which were amended, and the revisions adopted. Mr. Restori stated adoption by the Federal EPA resulted in these requirements being incorporated into the Clean Air Act, thus, becoming Federal requirements. Mr. Restori advised based upon the revisions to the Regulations; and the AQMD's diligence in pursuit of compliance to the requirements of the Regulations, Washoe County was designated as attainment for PM¹⁰ in 2016. Mr. Restori stated the requirements of the Regulations remain in effect "for periods of time because they work;" and demonstrate the importance of adherence to the requirements of the Regulations without exception.

Mr. Restori advised specific to this case, Section 040.030 (Dust Control), AQMV21-0037 was issued for failure to comply with the conditions of an approved Dust Control Permit, which is a violation of Section 040.030 (Dust Control), Subsection C. 3 – Dust Control Permit requirements. Mr. Restori advised the parameters of a Dust Control Permit are delineated in an approved Dust Control Permit. Mr. Restori advised the requirements of what shall occur on-site specific to a dust generating activities, including stabilization, are delineated in an approved Dust Control Permit to remain in compliance. Mr. Restori advised McCarthy Building Company failed to comply with those requirements, which shall be deemed a violation of the Regulations.

Mr. Restori stated, if necessary, there may be revisions to an approved Dust Control Permit. Mr. Restori stated should a Control Officer determine an applicant has adhered to the current requirements of an approved Dust Control Permit. Mr. Restori stated should those efforts fail to contain fugitive dust emissions from any source exceeding the standards of Section C the Control Officer shall then issue a written notice to the owner and/or operator of that source and providing an explanation of such a determination. Mr. Restori advised the owner and/or operator then can develop written revisions to the provisions of the Dust Control Permit delineating efforts to control the dust emissions. Mr. Restori stated it is the contention of the appellant “that this provision allowed McCarthy Building to take corrective action if the Control Officer determines there is fugitive dust in violation of the Regulations.” Mr. Restori stated this corrective action must occur “within three (3) working days from receipt of the Control Officer’s written notice as stipulated. Mr. Restori advised during the interim the owner/operator must continue to comply with the requirements of the Dust Control Regulations and any other provisions as delineated in the issued Permit to maintain the standard of controlling the dust.

Mr. Restori advised no written proposed revisions were ever submitted to AQMD or to the Control Officer after the appellant was notified on April 6, 2021, of the incident of fugitive dust and non-compliance with the standard as observed on April 5, 2021. Mr. Restori stated the intent of the appellant to submit a proposed written revision to Staff; and the notification by Staff of an on-site occurring issue does not preclude Staff from issuing a Notice of Violation specific to the Air Quality Management Regulations.

Mr. Restori reviewed the requirements of APCP20-0151 issued to Dodge Flat Solar, specifically condition 12., which stipulates: “Visible dust may not be emitted into the air from any operations or disturbed areas of this project for more than five (5) minutes in anyone (1) hour. All disturbed areas must maintain a visible surface crust or other covering in compliance with the Regulations.” Mr. Restori advised compliance of the standard is determined utilizing the written Regulations, specifically the provisions of Section 040.030 (Dust Control), Subsection C. 1., which stipulates: “The owner or operator of a dust generating activity equal to or greater than one (1) acre must obtain a Dust Control Permit prior to commencement of a dust generating activity.” Mr. Restori stated if a Dust Control Permit is slated to expire the applicant must reapply and maintain an active Dust Control Permit until such time as the acreage is permanently stabilized or the project is complete.

Mr. Restori advised “disturbed surface area” is defined as “any surface area which has been physically moved, uncovered, destabilized, or otherwise modified from its undisturbed native condition; thereby, increasing the potential of emissions of fugitive dust.” Mr. Restori advised “fugitive dust” is any particulate matter (PM) entrained into the ambient air caused from human and/or natural activities such as, but not limited to, the movement of soil, vehicles, equipment, blasting and wind.”

Mr. Restori presented a brief history of Case No. 1308, advising on September 23, 2020, Staff issued APCP20-0151 to McCarthy Building Company for Dodge Flat Solar for 1,079 acres. Mr. Restori stated on April 5, 2021, AQMD Staff reported to a citizen complaint regarding fugitive dust emissions at Dodge Flat Solar; that the complainant indicated the project at Olinghouse Road, State Route 447, “the installation of solar panels was generating major dust which was

blowing towards the residences in Wadsworth.” Mr. Restori advised that during the investigation Staff observed fugitive dust emissions being generated by the operation of heavy equipment and from disturbed areas of the project.

Mr. Restori advised it is the contention of the appellant that winds in excess of twenty (20) miles per hour “are typical when experiencing these types of dust generating activities;” that McCarthy Building monitors these winds and dust; that McCarthy ceases operations if the wind produce excessive dust. Mr. Restori presented a video of the violation, advising that, as depicted, on the video of April 5, 2021, the appellant did not cease operations nor did the appellant provide sufficient control measures to mitigate fugitive dust from the equipment operations. Mr. Restori advised, further, on the day in question, “there was also fugitive dust from the disturbed areas where there may not have been activity; however, there was no appropriate control measures being implemented. Mr. Restori advised as depicted in the video there was heavy equipment operating, including a crane; and a water truck driving on-site; that there are other activities being observed on this site; that the emissions from the operation of this equipment are easily visible. Mr. Restori, again, as depicted in the video there is fugitive dust disturbance “blowing off” of another unstable area of the project.

In response to Mr. Squire regarding the specific dust emissions (from this portion of the video), Mr. Restori advised those emissions were wind generated from an unstable source. visible fugitive dust for five (5) minutes or greater within any given hour.” Mr. Restori advised Staff determines this utilizing the EPA Method 22 Observation (a copy of which was placed on file for the record). Mr. Restori stated should the Inspectors be able to demonstrate fugitive dust emissions five (5) minutes or greater within a one-hour period from a site “that should stand alone” without photograph(s) or video in determining a violation.

Mr. Restori advised Notice of Violation AQMV21-0037 was issued to McCarthy Building Company for failure to comply with the requirements as set forth in APCP20-0151, specifically condition number twelve (12) for “allowing visible dust to be emitted into the ambient air by operations of disturbed acres of this project for more than five (5) minutes within a one (1) hour period.” Mr. Restori advised the appellant was in violation of the conditions of an approved Dust Control Permit, for the emissions of fugitive dust into the ambient air; that this was a violation of both local and Federal Regulations.

In response to Mr. Squire regarding projects being required to cease operations during incidents of windy conditions, Mr. Restori advised that the appellant should have ceased operations; however, for heavy equipment operations there should have also been dust emission mitigation measures occurring on the project. Mr. Restori stated stockpile areas should have an adequate level of water to prevent fugitive dust emissions when those stockpiles are “dug into” for whatever use. Mr. Restori stated, should the stockpiles not have an adequate level of moisture to prevent fugitive dust emissions, then there should always be mitigation measures available on-site. Mr. Restori advised should wind gusts prevent the control of fugitive dust emissions there should be a cessation of operations; however, cessation of operations does not translate to no control measures. Mr. Restori stated high wind gusts would require a cessation of operations; and “all hands-on deck” to control dust emissions. Mr. Restori advised there are a minimum

number of water truck recommended for the acreage of each project; that should conditions require “more than that number”, then that is what is required to be done. Mr. Restori stated whatever measures are necessary to control the dust, (i.e., application of palliatives, tackifiers etc.), “then that is what has to be done.”

In response to Dr. Fitzgerald regarding if there is a maximum number of disturbed acres for a Dust Control Project at one time, Mr. Restori advised per the Regulations there is not. In response to Dr. Fitzgerald regarding the number of water trucks on-site, Mr. Restori, stated, as he advised, Staff recommends the minimum number which should be on-site. In response to Dr. Fitzgerald regarding how many water trucks were on-site at the time the violation was noted, Mr. Restori advised he is not aware of who many water trucks were on-site at that time. In response to Dr. Fitzgerald regarding if the entire 1,079 acres of this project were open at-this-time, Mr. Restori advised that the project is being completed in phases; therefore, not all of the 1,079 acres were open. In response to Mr. Restori regarding “the observation method” for determining a violation, Mr. Restori stated EPA Method 22 is an observation method for determining a dust violation. Mr. Restori advised Staff Inspectors receive certification to be proficient in this method. Mr. Restori advised in utilizing Method 22 an Inspector utilizes two (2) stop watches, one (1) calculates total time of an hour; that the other one calculates the accumulated time of observing fugitive dust.

In response to Mr. Squire regarding the current phase of the project, Mr. Restori advised the appellant can advise as to which phase the project is in; that this phase was specific to the installation of the panels and construction of the roads.

Mr. Kenny Whisenhunt, Senior Project Manager, Dodge Flat Solar Project, being duly sworn, introduced Mr. Ryan Schatz, stated, he disputes Mr. Restori’s statement that McCarthy Building failed to reply to the email specific to an amendment to the Dust Control Plan. Mr. Whisenhunt stated, he emailed Ms. Osborn (Air Quality with an amended Plan; and “was in constant contact” with Ms. Osborn. Mr. Whisenhunt stated McCarthy Building did submit an updated plan indicating the mitigation plans for controlling the dust emissions. Mr. Whisenhunt stated, “there is a benefit to understanding” the challenges in attempting to control dust emissions on a project which is in excess of 1,000 acres.

In response to Mr. Squire regarding the issuance of the Notice of Violation, Mr. Whisenhunt stated, the Citation was issued in April; that, at that time, McCarthy Building had “graded and disturbed the topography” of all four (4) phases of the project. Mr. Whisenhunt stated as of May approximately 1,000 acres of the project had been disturbed “to some degree”.

Mr. Whisenhunt stated, as Staff’s video depicted, there was a water truck which was observed “passing by”; that that truck “was obviously empty”; otherwise it would have discharged water. Mr. Whisenhunt stated the well for obtaining water for the project is approximately 2.5 miles south of the site. Mr. Whisenhunt stated, that with speed limit restriction, and for safety reasons a round trip for a water truck is thirty (30) minutes; that there are other water trucks on-site; that each driver has an assigned location for watering.

Mr. Whisenhunt stated on the day in question trenches were being excavated; that as the trenches are excavated the soil crust is disturbed; “and in this particular area the soils are really sandy.” Mr. Whisenhunt stated, that “it would not make sense” to spray water as the areas being excavated as the soil would “slough off and create a mudhole.” Mr. Whisenhunt stated the excavated material piles are watered as is the material when it is backfilled.

Mr. Whisenhunt stated, as depicted in the video there is a “dust devil” visible to the south of the site; a portion of which is “their property and a portion of which not” the property of McCarthy Building. Mr. Whisenhunt stated McCarthy Building “can create a crust”, and apply water to the site; however, it was not possible to control the dust emissions from a dust devil. Mr. Whisenhunt stated a dust devil creates as much disturbance as a truck driving across does. Mr. Whisenhunt stated that to the south approximately 100 yards from Olinghouse Road is Bureau of Land Management (BLM) property, which cannot be entered upon.

In response to Mr. Squire regarding the distance to the hockey venue, Mr. Whisenhunt stated the venue is approximately a half-hour west of the southwest boundary of the Dodge Flat Solar project.

Mr. Whisenhunt stated a major issue for the project is in the evening and on weekends there are a number of off-road (4-wheel drive) vehicles and motorcycles driving on the roads of the project and across the property; that the security guards for the project “have been run off the road.” Mr. Whisenhunt stated, this has been an on-going issue that has been a challenge. Mr. Whisenhunt stated the size of the site does create more of a challenge. Mr. Whisenhunt stated the Sheriff’s Office has been contacted regarding the problem; however, he has been advised by the Sheriff’s Department that there is not much the Sheriff’s Office can do to stop or (even) alleviate this from occurring.

Mr. Whisenhunt stated McCarthy did submit and comply with the revised mitigation plan “from that point forward.” Mr. Whisenhunt reiterated the project does have a private well from which the water trucks are filled; that there is approximately a thirty (30) minute turn-around time in refilling the water trucks.

In response to Mr. Squire regarding the number of water trucks on the project, Mr. Whisenhunt stated, “they have tripled the amount of water trucks on the site”; that McCarthy Building has been able to control the dust on the project; however, dust from the surrounding area remains a problem.

In response to Dr. Harris regarding the underestimating the number of water trucks necessary for the project, Mr. Whisenhunt stated, “he didn’t say that.”

In response to Mr. Harris regarding the number of water trucks, Mr. Ryan Schatz, being duly sworn, stated, there were three (3) 8,000-gallon water trucks and six (6) 4,000-gallon water trucks on-site for the project. Mr. Schatz stated, there were three (3) 8,000-gallon water trucks on-site for mass excavation; that there were three (3) additional trucks from Granite mass text. Mr. Whisenhunt stated the individual who was approached (by AQMD Staff) about the dust emissions on the day in question was a subcontractor and didn’t receive the notification. Mr.

Whisenhunt stated, “he believes this individual, once approached, didn’t understand why he was being asked to stop work.” Mr. Whisenhunt stated, one of the regulatory restrictions for the project mandates there “can’t be a certain amount of trenches left open”; therefore, McCarthy Building has to ‘dig the trenches and have a number filled back-in’ to remain in compliance. Mr. Whisenhunt stated the worker was therefore ‘confused as what to do’ when he was approached by AQM Staff to stop the work.

Mr. Whisenhunt stated the “main concern is the violation”; and possible ramifications resulting from the Citation, including being able to obtain work for other projects. Mr. Whisenhunt stated McCarthy Building takes “dust control very seriously”; that McCarthy Building ‘takes every effort’ possible to control dust emissions; however, “sometimes it is not known something isn’t working until there is a high wind day.’

In response to Mr. Squire regarding the number of projects McCarthy Building has performed in the area, Mr. Whisenhunt stated this is the first project in Northern Nevada; that McCarthy Building has done several projects in Clark County. In response to Mr. Squire regarding previous violations, Mr. Whisenhunt stated to his knowledge there haven’t been any previous violations in Nevada.

Mr. Squire stated, “in attempting to understand what occurred”, when working in this type of area, McCarthy Building had to be aware that there is going to be dust; and McCarthy Building would have to do whatever is necessary to control the dust emissions.

In response to Mr. Squire, Mr. Whisenhunt stated McCarthy Building “believed it had taken every step necessary” to control the dust; that McCarthy Building had “far more water trucks” on-site for this project than “what he is used to for any project in any other area.” Mr. Whisenhunt stated that with the project being in a high desert area controlling the dust is a challenge. Mr. Whisenhunt stated in working from the south to southeast on the project there are very different soil conditions; that “it is a constant battle whether applying palliatives or increasing the number of water trucks, monitoring the track-out areas”; that McCarthy Building has done everything possible to control the dust emissions.

In response to Dr. Harris regarding controlling the dirt that accumulates underneath the solar panels, which are on top of disturbed ground, from becoming wind-blown dust, Mr. Whisenhunt advised the SWPP requirements stipulate McCarthy Building maintain the revegetation so that dust emissions aren’t a recurring problem. Mr. Whisenhunt stated “there is a difference of Construction, a subcontractor, two (2) of which were 2,000-gallons and one (1) 4,000-gallons, Mr. Schatz stated, McCarthy Building had four (4) 4,000-gallon water trucks on-site.

In response to Dr. Fitzgerald regarding the water trucks on-site, Mr. Schatz stated, “this was the number of water trucks on-site” on April 5, 2021.

Mr. Whisenhunt advised every portion of the project has two (2) to three (3) water trucks available. Mr. Whisenhunt stated McCarthy Building did “take corrective action and did write a response.” Mr. Whisenhunt stated, on the date in question McCarthy Building had issued a Stop Work Notice for the entire site; that this is accomplished through radio communication and a

opinion” as to whether or not the solar panels and the modules provide a level of stabilization; however, there is no definitive proof of that. Mr. Whisenhunt stated the Storm Water Prevention Permit (SWPP), to do stabilization through revegetation.

In response to Dr. Harris regarding the project, Mr. Whisenhunt stated he is unaware of “how many industrial-scale solar projects are in the area”; however, “they keep getting bigger every time” McCarthy Building develops one.

In response to Dr. Fitzgerald regarding how many acres of the project currently have a palliative applied, Mr. Schatz stated after the Inspector was on-site McCarthy Building acknowledged there was a problem. Mr. Schatz stated in response McCarthy Building increased the number of water trucks, adding a water buffalo; and applied “gorilla snot”, which is a plastic palliative, on fifty to sixty (50-60) acres. Mr. Schatz stated at the time of the inspection by the AQM Division, McCarthy Building was conducting the trenching operations; that McCarthy Building implemented remediation efforts, including the application of gorilla snot prior to the beginning of work attempting to keep reduce any problems from occurring. Mr. Schatz stated the revised remediation plans were submitted with the MSDS (Material Safety Data Sheets). Mr. Schatz stated shutdowns are costly and delay operations; that McCarthy Building “attempts to better themselves.” Mr. Schatz stated per the requirements McCarthy Building had issued a Stop Work Notice; that McCarthy Building then submitted a revised action plan two (2) days after the Citation was issued. Mr. Schatz stated McCarthy Building “has an action plan”; that McCarthy Building has complied with the guidelines in ceasing operations and increasing control measures. Mr. Schatz stated “there isn’t a lot of residential areas” surrounding this project.

In response to Dr. Fitzgerald regarding the issue of the off-road vehicles and motorcycles creating problems breaking up the applied palliatives, Mr. Schatz stated McCarthy Building has added additional security to the site; however, although the extra security has “helped a little” the off-roading on the property remains a problem. Mr. Schatz stated the off-road vehicles issues continue to be a regular occurrence for the project.

In response to Dr. Harris regarding the recommended fine of \$2,000 for the next case; and whether Staff would have any objections to considering the cases together, Mr. Restori advised the first violation was written with a maximum penalty of \$1,000 per the Regulations specific to administrative fines. Mr. Restori stated subsequently the second violation was issued with a recommendation of a \$2,000 penalty based upon “the assumption the first violation” would be upheld. Mr. Restori advised the recommended administrative fine, was “again based upon” the Regulations. Mr. Restori advised a third violation would be a recommended fine of a maximum of \$10,000 as a third violation would be deemed a “major violation.” Mr. Restori stated, “that is the only guidance he can provide regarding considering the violations concurrently.

In response to Dr. Harris regarding considering the two (2) violations concurrently, Mr. Chaz Lehman, Deputy District Attorney stated “there are no concerns regarding a possible Open Meeting Law violation in considering the violations concurrently. Mr. Lehman stated the Hearing Board could consider making two (2) different motions. Mr. Lehman stated he would recommend the Hearing Board members not discuss the second violation until after a motion has been presented for the first violation.

In response to Mr. Squire regarding the two (2) violations, Mr. Restori stated the second violation occurred one (1) month apart from the first.

MOTION

Dr. Fitzgerald suggested the Hearing Board consider a determination on the first violation; and then discuss the second Citation, as the Hearing Board has received the testimony on the Citations.

Dr, Fitzgerald stated the recommended fine for AQMV21-0037, Case No. 1208 is \$1,000., which occurred on April 5, 2021. Dr. Fitzgerald stated the Hearing Board can recommend to uphold the Citation and levying a fine in the amount of \$1,000; or the Hearing Board may recommend upholding the fine and adjust a recommended fine; or the Hearing Board can recommend the Citation be dismissed.

Dr. Harris stated based upon the efforts of the appellant he would recommend the Board deny the appeal of McCarthy Building, upholding Citation No. AQMV21-0037, Case No. 1208 and recommend levying an administrative fine in the amount of \$500 for a first violation.

Mr. Squire seconded the motion. Upon a roll call vote the motion carried unanimously.

Ms. Cabrales, Recording Secretary, stated, for the record, Mr. Whisenhunt, McCarthy Building Companies, has been advised the Air Pollution Control Hearing Board is a recommending body only; that the recommendation of the Hearing Board will be forwarded to the District Board of Health for final review and action. Ms. Cabrales stated Mr. Whisenhunt was further advised of McCarthy's Building Companies' right to appeal the recommendation of the Hearing Board, in writing, within five (5) working days of tonight's hearing, to the District Health Officer.

CATHLEEN FITZGERALD, DENV, PE
CHAIR

JESSICA CABRALES
RECORDING SECRETARY

DD_AH _____
DHO _____ <i>KD</i>

Staff Report
Board Meeting Date: September 23, 2021

DATE: September 15, 2021
TO: District Board of Health
FROM: Francisco Vega, Director, Air Quality Management Division
775-784-7211, fvega@washoecounty.us
SUBJECT: Recommendation for the Board to Uphold the Air Pollution Control Hearing Board's Recommendation regarding the Appealed Notice of Violation No. AQMV21-0042, Case No. 1316, with a \$2,000.00 Administrative Penalty issued to McCarthy Building Companies, Inc.

SUMMARY

Washoe County Health District, Air Quality Management Division (AQMD) staff recommends appealed Notice of Violation (NOV) No. AQMV21-0042 be upheld and an administrative fine in the amount of \$2,000.00, as recommended by the Air Pollution Control Hearing Board (APCHB), be levied against McCarthy Building Companies, Inc. for failing to comply with the provisions of Dust Control Permit No. APCP20-0151 and allowing visible dust to be emitted into the air from any operations or disturbed areas of the project for more than 5 minutes in any hour period (Regulation 040.030, Section C. 1.). This action constitutes a minor violation of the Washoe County District Board of Health Regulations Governing Air Quality Management.

District Health Strategic Priority supported by this item:

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

PREVIOUS ACTION

No previous actions.

BACKGROUND

Please refer the attached NOV No. AQMV21-0042. This NOV contains the facts associated with the incident of noncompliance and supporting documentation relevant to the NOV.

An Appeal Petition from McCarthy Building Companies, Inc. for the issuance of NOV No. AQMV21-0042 and the associated administrative penalty was received by the AQMD on June 11, 2021. An APCHB meeting was held on July 13, 2021, where Case No. 1316 was heard. The APCHB voted to uphold NOV No. AQMV21-0042 with a recommended administrative fine of \$2,000.00.

FISCAL IMPACT

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

RECOMMENDATION

Staff recommends the Board to uphold the decision of the APCHB regarding the appealed NOV No. AQMV21-0042 issued to McCarthy Building Companies, Inc., with a recommended administrative fine of \$2,000.00.

ALTERNATIVE

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

1. The Board may determine no violation of the regulations has occurred and dismiss Notice of Violation No. AQMV21-0042; or
2. The Board may determine to uphold Notice of Violation No. AQMV21-0042 and levy any fine in the range of \$1,000.00 to \$2,000.00.

POSSIBLE MOTION(s)

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

1. "Move to uphold the decisions of the Air Pollution Control Hearing Board regarding the appealed NOV No. AQMV21-0042 issued to McCarthy Building Companies, Inc., with a recommended administrative fine of \$2,000.00.

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

1. "Move to dismiss Case No. 1316, Notice of Violation No. AQMV21-0042, issued to McCarthy Building Companies, Inc.", or
2. "Move to uphold Case No. 1316, Notice of Violation No. AQMV21-0042, and levy a fine in the amount of (*range of \$1,000.00 to \$2,000.00*), with the matter being continued to the next meeting to allow for McCarthy Building Companies, Inc. to be properly noticed."

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

**NOTICE OF VIOLATION No. AQMV21-0042
ISSUED TO
McCarthy Building Companies
Permit Number: APCP20-0151
Date of Issuance: May 28, 2021
Case No.: 1316**

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

1. VIOLATION

- A. Failure to comply with the provisions of Dust Control Permit APCP20-0151. Specifically, permit condition No. 12: Visible dust may not be emitted into the air from any operations or disturbed areas of this project for more than 5 minutes in any hour period (Regulation 040.030, Section C. 1).

2. BASIS OF VIOLATION

A. Regulatory Authority

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

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

B. Facts to Constitute the Violation

On May 6, 2021, an Air Quality Specialist (AQS) responded to a complaint concerning fugitive dust from the Dodge Flats Solar project. At the time of the

response, the AQS conducted an EPA Reference Method 22 observation of the project site. The AQS documented 6 minutes of visible fugitive dust during a 6 minute observation. This exceeds the standard set in the Washoe County District Board of Health Regulations Governing Air Quality Management 040.030 Section C.1. and referenced in Condition No. 12 of Dust Control Permit APCP20-0151.

3. APPEAL PROCEDURE AND TIME LIMITATIONS

A. Appeal Procedure

McCarthy Building Companies is advised that within (10) working days of the receipt of this Notice of Violation, McCarthy Building Companies may submit a written petition for appeal to the Washoe County Air Quality Hearing Board. The written petition for appeal shall be submitted to the AQMD at the following address:

Washoe County Health District
Air Quality Management Division
1001 East Ninth Street Suite B171
Reno, Nevada 89512

Failure to submit a petition for appeal within the specified timeframe will result in the submission of this Notice of Violation to the Washoe County District Board of Health with a recommendation for the assessment of an administrative fine of \$2,000.00.

5/28/2021
Date



Joshua C. Restori
Supervisor, Permitting and Compliance
Air Quality Management Division
Washoe County Health District

Administrative Penalty Table

Air Quality Management Division Washoe County Health District

I. Minor Violations - Section 020.040(C)

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

II. Major Violations - Section 020.040

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

III. Major Violations - Section 030.107 Asbestos

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

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

Company Name McCarthy Building Companies
Contact Name Kenney Whisenhunt
Case Number 1316

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

I. **Recommended Penalty** = \$ 2000.00

II. Violation of Section 0

II. **Recommended Penalty** = \$ 0.00

III. Violation of Section 0

III. **Recommended Penalty** = \$ 0.00

IV. Violation of Section 0

IV. **Recommended Penalty** = \$ 0.00

V. Violation of Section 0

V. **Recommended Penalty** = \$ 0.00

Total Recommended Penalty = \$ 2,000.00



Senior AQ Specialist/Supervisor

5/28/2021

Date

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

Company Name McCarthy Building Companies
 Contact Name Kenney Whisenhunt
 Case Number 1316
 Violation Number AQMV21-0041

Violation of Section 040.030 Section C.3. Dust Control Permit Requirements
 Permit Condition Condition No.12 of Permit No. APCP20-0151

I. **Base Penalty as specified in the Penalty Table** = \$ **2,000.00**

II. **Severity of Violation**

A. **Public Health Impact**

1. **Toxicity of Release (For Emissions Exceedances)**

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

Comment: Penalty by rule

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

Negligible - 1x Moderate - 1.5x Significant - 2x Adjustment Factor **1.0**

Comment: Penalty by rule

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

B. **Adjusted Base Penalty**

Base Penalty \$ 2,000.00 x Adjustment Factor 1 = \$ **2,000.00**

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

Adjusted Penalty \$ 2,000.00 x Number of Days/Weeks/Mo **1** = \$ **2,000.00**

Comment: 1 occurrence of the violation was observed

D. **Economic Benefit**

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

Comment: No economic benefit was associated with this violation.

Penalty Subtotal

Adjusted Base Penalty \$ 2,000.00 + Economic Benefit \$ 0.00 = \$ **2,000.00**

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

III. Penalty Adjustment Consideration

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

0%

Comment: Penalty by rule

B. Compliance History

Similar Violation < 12 months (300%)

+ 0%

Similar Violation < 3 years (200%)

+ 0%

Similar Violation > 3 years (150%)

+ 0%

Previous Unrelated Violations < 5years

5% x , # of previous violations

+ 0%

Comment: Penalty by rule

Total Penalty Adjustment Factors – Sum of A & B

0%

IV. Recommended Penalty

Penalty Adjustment:

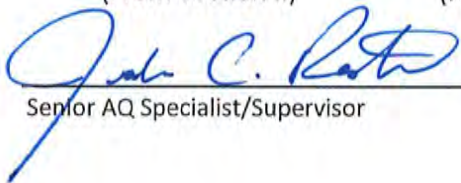
\$ 2,000.00	x	<u>0%</u>	=	\$ 0.00
Penalty Subtotal (From Section II)		Total Adjustment Factors (From Section III)		Total Adjustment Value

Additional Credit for Environmental Investment/Training	-	\$ 0.00
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Comment: _____

Adjusted Penalty:

\$ 2,000.00	+/-	\$ 0.00	=	\$ 2,000.00
Penalty Subtotal (From Section II)		Total Adjustment Value (From Section III + Credit)		Recommended Penalty


Senior AQ Specialist/Supervisor

5/28/2021
Date

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

AIR QUALITY MGMT.

JUN 11 2021

WASHOE COUNTY
HEALTH DIST.

APPEAL PETITION TO THE AIR POLLUTION CONTROL HEARING BOARD

Return to: Washoe County Health District
Air Quality Management Division
1001 East Ninth Street B171
Reno, Nevada 89512
(775) 784-7200

www.OurCleanAir.com

PETITIONER: McCarthy Building Companies

PHONE: 650-96694980

MAILING ADDRESS: 2580 St. Rose Parkway Suite 200

CITY: Henderson STATE: NV ZIP CODE: 89704

PHYSICAL ADDRESS: 1901 Olinghouse R.

CITY: Wadsworth STATE: NV ZIP CODE: 89442

EQUIPMENT OR PROCESS REGISTERED WITH CONTROL OFFICER? YES NO

APPEAL OF ORDER

APPEAL OF VIOLATION

VIOLATION NUMBER: AQMV21-0042 DATE RECEIVED: 6/4/2021

REGULATION INVOLVED: SECTION: 040.030 Section C.3- Dust Control

BASIS FOR APPEAL/VARIANCE: See Attached

Jeff Tharp

PRINT NAME



SIGNATURE

Project Manager

TITLE

6/11/2021

DATE

Revised 06-2020





6225 N 24th St, Suite 200, Phoenix, Arizona 85016
 P 480-449-4700 | F 480-449-4747
 mccarthy.com

Washoe County Health District
 Air Quality Management Division
 1001 East Ninth Street Suite B171
 Reno, Nevada 89512

RE: Permit # APCP20-0151
 Project: Dodge Flat Solar
 Notice of Violation AQMV21-0042

We appreciate the opportunity to appeal violations AQMV21-0037 & AQMV21-0042. McCarthy understands the importance of maintaining a compliant site and has been working diligently to stay in compliance. The above violations reference 040.030 Section C.3 – Dust Control Permit Requirements. This section allows for the Permit Operator (McCarthy) to take corrective actions if the Control Officer determines there is fugitive dust. Days with winds above 20mph are typically when we experience increased dust-generating activities. McCarthy monitors the winds and the dust to shut down if the winds are creating excessive dust. Attached, please see notifications that go out to the onsite supervision to cease activities when the winds increase. On notification days, April 5, 2021, and May 6, 2021, we did cease activities.

In addition to ceasing activities, McCarthy has increased its fleet of water trucks from 2 to 11 and added additional filling stations. This is a \$500,000 addition cost to McCarthy which was not originally anticipated. I only mention this to help show the extent of the efforts we will go to maintain compliance and our willingness to work with the Air Quality Management Division. We believe this is compliant with the allowed corrective actions in 040.030 Section C.3 – Dust Control Permit Requirements.

It is also worth mentioning the project conditions for those who may not be familiar with the site. We are located over a mile outside of the town of Wadsworth. The adjacent area is all open desert and typically when it is windy, like on the days of the violations, there is also dust being generated from the natural desert land, which can create a perception that the site is generating more dust than reality.

I hope this explanation of our sincere efforts and challenges will help in your consideration for annulling violations AQMV21-0037 & AQMV21-0042.

Respectfully,
 Kenny Whisenhunt
 Sr. Project Manager
 McCarthy Building Companies, Inc.



A McCarthy Holdings, Inc. company

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

May 28, 2021

McCarthy Building Companies
Attn: Kenney Whisenhunt
2580 St Rose Pkwy., Suite 200
Las Vegas, NV 89074

RE: Notice of Violation AQMV21-0037 of Dust Control Permit APCP20-0151

Dear Mr. Whisenhunt,

On April 5, 2021, the Air Quality Management Division (AQMD) of the Washoe County Health District identified an incident of noncompliance associated with Dust Control Permit APCP20-0151 located at the Dodge Flats Solar project site adjacent to S.R. 447. The attached Notice of Violation (NOV) No. AQMV21-0037 state the specifics of Case No. 1308.

Based on the incidents of noncompliance, McCarthy Building Companies has violated the following Section of the District Board of Health Regulations Governing Air Quality Management (DBOH Regulations):

- 040.030 Section C.3. – Dust Control Permit Requirements

Based on the available information associated with Case No. 1308, the AQMD has determined that formal issuance of NOV No. AQMV21-0037 is warranted.

The AQMD makes recommendations to the Washoe County District Board of Health (DBOH) as to what an appropriate penalty may be for a violation of the DBOH Regulations. The penalty is based on the Penalty Table and DBOH Regulations Section 020.040 Civil Fines and Penalties. NOV No. AQMV21-0037 was cited as a violation of Section 040.030 Section C.1. constituting a minor violation per Section 020.040 (C). Therefore, the AQMD is making a recommendation to the DBOH to uphold NOV No. AQMV21-0037 and administer a penalty by rule in the amount of \$1,000.00 to McCarthy Building Companies.

An appeal of NOV No. AQMV21-0037 may be requested per DBOH Regulation 020.0252 Hearing Board – Appeal Procedure. A copy of the Appeal Petition to the Air Pollution Control Hearing Board is enclosed. Appeal Petitions must be received within (10) days of receipt of this notice. Appeal Petitions may be submitted to:

Washoe County Health District
Air Quality Management Division
1001 East Ninth Street Suite B171
Reno, Nevada 89512

Subject: Notice of Violation AQMV21-0037/McCarthy Building Companies
Date: May 28, 2021
Page 2 of 2

Failure to submit an appeal, using the supplied Appeal Petition Form available in Attachment 4, within the specified timeframe will be considered consent of NOV No AQMV21-0037 with the recommended penalty of \$1,000.00 to McCarthy Building Companies. The AQMD will then submit NOV No. AQMV21-0037 to the Washoe County District Board of Health for approval. The item will be placed as a consent agenda item with a recommendation for the assessment of an administrative fine of \$1000.00. McCarthy Building Companies will receive notice of the submittal to the Washoe County District Board of Health prior to the meeting where the item will be heard.

If you have any questions regarding the information contained in this letter or the attachments, please contact me at (775) 784-7202. If I am unavailable, please contact Francisco Vega at (775) 784-7211.

Sincerely,



Joshua C. Restori
Supervisor, Permitting and Compliance
Washoe County Health District, Air Quality Management Division

Enclosed:

Attachment 1 - Notice of Violation (Final)

Attachment 2 - DBOH Regulations Section 020.040 Civil Fines and Penalties

Attachment 3 - Penalty Table

Attachment 4 - Appeal Petition Form

E-copy: AQMD Enforcement Group

Cert. Mail No. (Return Receipt Required) 9171 9690 0935 0218 6774 80

Dodge Flar Solar Mass Text Wind & Dust Notifications

Wind Alert

McCarthy Building Companies , Dodge Flats Foreman's

Sent 04/13/2021 15:03 CDT via   by Jason Faltinowski

Team, Winds are holding steady N 20 mph at this time. Please ensure we are securing lightweight materials, and evaluating activities where wind can be a hazard.

Post Updates (0)

Wind Alert

McCarthy Building Companies , Dodge Flats Foreman's

Sent 04/13/2021 15:21 CDT via   by Jason Faltinowski

McCarthy Leaders- Please ensure we are not driving equipment off the approved routes. If generating dust at this time, let's shut down as a precaution for now.

Post Updates (0)



**CASE NO. 1316 – AS REVIEWED BEFORE THE AIR POLLUTION CONTROL
HEARING BOARD**

In Re: Appeal of McCARTHY BUILDING)
COMPANIES for Dodge Flat Solar Project)
For violation of Section 040.030 (Dust Control),)
Subsection C (Standards), 3. (Dust Control Permit)
Requirements), of the Washoe County District)
Board of Health Regulations Governing Air)
Quality Management.)

At a hearing of the Air Pollution Control
Hearing Board at Wells Avenue and Ninth
Street, Reno, Nevada
July 13, 2021

PRESENT: Chair Cathleen Fitzgerald, DEnv, PE
Member Richard Harris, JD, PhD
Member Paul Kaplan
Member Lee Squire
Francisco Vega, AQM Division Director
Joshua Restori, Supervisor, Permitting and Enforcement
Genine Rosa, Environmental Engineer
Jessica Cabrales, Office Support Specialist
Kelly Parsons, Office Assistant II

ABSENT: Vice Chair Jeanne Rucker, REHS
Member Yvonne Downs, CEM
Member Jim Kenney

GENERAL COMMENTS

Dr. Fitzgerald advised the Hearing Board that Staff recommends the denial of the appeal of McCarthy Building for the Dodge Flat Solar Project, Notice of Violation AQMV21-0042, Case No. 1316 issued for failure to comply with the requirements of Section 040.030 (Dust Control), Subsection C.3 Dust Control Permit of the Washoe County District Board of Health Regulations, with a recommended administrative fine in the amount of \$2,000.

Mr. Josh Restori, Supervisor, Permitting and Compliance, being duly sworn, advised the Air Quality Management Division has received numerous complaints regarding the Dodge Flats Solar Project site. Mr. Restori advised the parameters of this case are the same as the previous case reviewed by the Hearing Board. Mr. Restori stated the dust emission control measures for Washoe County are “doing whatever it takes” to control dust from becoming entrained into the ambient air. Mr. Restori advised that Staff is aware Washoe County is in a desert; and that there are frequent winds creating blowing dust; however, that is exactly why there are Regulations specific to dust control and why those Regulations are important.

Mr. Restori reiterated that the control measures “are whatever it takes”; that he concurs some entities are doing “what they can.” Mr. Restori stated the appellant did forward an email to the Inspector indicating an expenditure of an additional \$500,000 for dust control measures after the incident of April 5, 2021. Mr. Restori stated this second violation occurred after those additional control measures were implemented. Mr. Restori stated although this project is located in what is considered a “desolate area” there are citizens who live out in the area; that the citizens of Wadsworth are entitled to the same consideration for clean air as those citizens living within Reno and Sparks.

Mr. Restori stated the issues of the first case was regarding the operation of equipment and disturbed soil; that this second violation is specific to disturbed soils; that as noted by the Inspector there was no activity occurring on the site at the time of this violation. Mr. Restori advised that during this incident there were high winds occurring and the developer had ceased operations on the site; however, the dust emissions were not being controlled.

Mr. Restori presented a video of the site on the day the violation occurring depicting what the Inspector was observing. Mr. Restori advised there was no activity on site; that the requirements stipulate: “If the required number of water trucks cannot control fugitive dust emissions from equipment operations or dusty wind conditions the applicant shall immediately provide requirement could not be clearer regarding dust control; that, again, an applicant “must do whatever it takes” to control dust emissions. Mr. Restori advised Staff determines dust emission violations utilizing the EPA Method 22 Observation for the record), to demonstrate fugitive dust emissions five (5) minutes or greater within a one-hour period from any site.

Mr. Restori stated in this incident the appellant did not comply with the requirements for containing fugitive dust control emissions from a site in violation of Section 040030 (Dust Control), which is in violation of both County and Federal Regulations.

Mr. Kenny Whisenhunt, representing McCarthy Building Company, being duly sworn, stated McCarthy Building Company did provide additional water trucks to the site after the initial Citation; and has been doing everything possible to control dust emissions. Mr. Whisenhunt stated on the day in question the “pump had shut down”; that McCarthy Building immediately pulled all the water from the two-million-gallon pond; and contacted a contractor to repair the pump. Mr. Whisenhunt stated there was no one on the site, as there was no work that could be done; that the site was shut down with no water trucks operating and it was a high wind day. Mr. Whisenhunt stated McCarthy Building “lost the ability to do anything.” Mr. Whisenhunt stated after this incident McCarthy Building “once again increased the number of water trucks on-site.

Mr. Ryan Schatz, being duly sworn, stated on the day of the second violation, as Mr. Whisenhunt indicated the “pump went out”; that he has photographs of the situation. Mr. Schatz stated the site was shut down with high winds occurring. Mr. Schatz stated the pump for the well at the pond shut down and McCarthy Building was unable to control the dust in compliance with the revised remediation plan; that all of this occurred in one-day. Mr. Schatz stated McCarthy Building obtained an additional 4,000-gallon water truck and a water buffalo to help control “the foot traffic.” Mr. Schatz stated it is important for McCarthy Building “to maintain a good presence in the State of Nevada in Las Vegas and Northern Nevada.” Mr. Schatz stated that McCarthy Building “was able to water minimally because of the water in the pond”; however, with minimal water McCarthy Building “had to cease all operations because the dust could not be controlled.” Mr. Schatz stated McCarthy Building Safety Team forward texts to cease operations because of a high-wind day; that the emails to Staff indicate what McCarthy Building implemented.

Mr. Schatz stated with the \$500,000 McCarthy Building procured eleven (11) additional 4,000-gallon water trucks to demonstrate an effort of what was being done in an attempt to control the dust, as what was being done previously was not working to control the dust. Mr. Schatz stated McCarthy Building “ramped-up” efforts to control the dust as it is a requirement of the Dust Control Permit, as McCarthy Building “couldn’t keep shutting-down the job.”

In response to Mr. Squire regarding having a “back-up pump on-site”, Mr. Whisenhunt stated the “original plan was for McCarthy Building to install the pump and for the owner to buy one as well”; that prior to this incident McCarthy Building thought there was a back-up pump; however, that did not occur. Mr. Whisenhunt stated the owner provides the water to McCarthy Building.

Mr. Squire stated. “if it was his house where the dust was blowing he would be upset.”

Mr. Whisenhunt stated, “with COVID, the modules and equipment delivery delays McCarthy Building has constantly been having to adapt.” Mr. Whisenhunt stated the modules are the end product, which determines when McCarthy Building “stops disturbing areas has been sorely delayed.”

Mr. Schatz stated McCarthy Building “understands that control measures are whatever it takes”; that the pump is located two-hundred-fifty (250) underground; therefore, it takes “a lot to pull that pump out.” Mr. Schatz stated with the pump not functioning McCarthy Building was not able to “keep up with the demand for all the water trucks that were on-site” without getting the

pump fixed. Mr. Schatz stated McCarthy Building “had a back-up plan”; that the water was there in an attempt to mitigate the dust; and the pump was fixed the next day.

Mr. Kenney stated with a back-up pump McCarthy Building “could have pulled water from the well” regardless if it would have “been enough” there would have been water.

Mr. Whisenhunt stated, “the well was fine”; that “the pump wasn’t the issue as much as it was not having the manpower to pull the old pump and install the new one.” Mr. Whisenhunt stated McCarthy Building did contact a well contractor.

In response to Dr. Fitzgerald regarding “the pond”, Mr. Schatz stated there is a retention pond “pulls from the ground well.” Mr. Schatz described the process of the pump and the pond.

MOTION

Mr. Squire moved that based upon the evidence, he would move that the appeal of McCarthy Building Company for Dodge Flat Solar be denied, upholding Citation No. AQMV21-0042, Case No. 1316; and recommending levying an administrative fine in the amount of \$2,000.

Dr. Harris seconded the motion, which upon a roll call voted carried unanimously.

Dr. Harris stated he is aware McCarthy Building “is doing their very best; that they just got thrown for a ride.”

Mr. Whisenhunt stated the requirements for a Dust Control Permit “seems to be applied whether it is just a 30 - 40-acre site; that it “is a substantial investment in the permit” from Washoe County as compared to other areas. Mr. Whisenhunt stated he would rather see the money spent on water trucks; that that is something to be considered as there will be more projects of this size “coming into the area.” Mr. Whisenhunt stated he is not being critical.

Mr. Squire questioned if McCarthy Building Company has consultants investigate the areas and conditions of those areas prior to beginning a project. In response to Mr. Squire, Mr. Whisenhunt stated the company does have that done. Mr. Squire stated that McCarthy Building should have been forewarned that this type of situation could occur in Nevada.

Ms. Cabrales, Recording Secretary, stated, for the record, Mr. Whisenhunt, McCarthy Building Companies, has been advised the Air Pollution Control Hearing Board is a recommending body only; that the recommendation of the Hearing Board will be forwarded to the District Board of Health for final review and action. Ms. Cabrales stated Mr. Whisenhunt was further advised of McCarthy’s Building Companies’ right to appeal the recommendation of the Hearing Board, in writing, within five (5) working days of tonight’s hearing, to the District Health Officer.

CATHLEEN FITZGERALD, DENV, PE
CHAIR

JESSICA CABRALES
RECORDING SECRETARY

DD	NA
DHO	<i>KD</i>

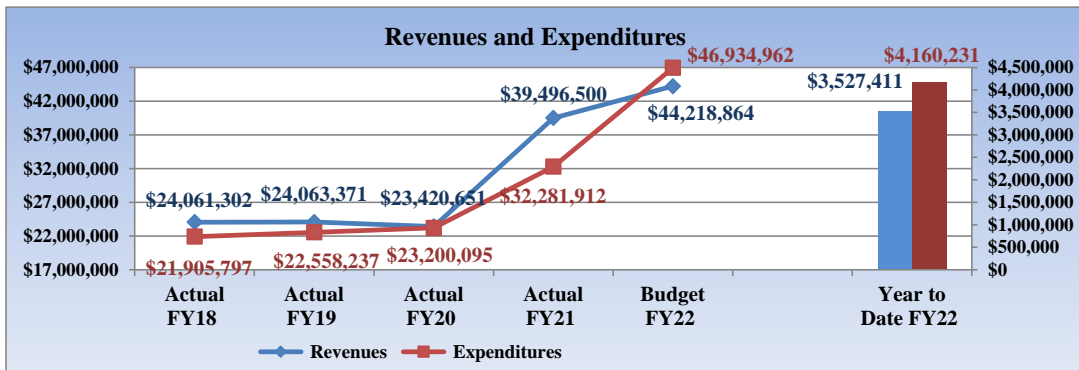
Staff Report
Board Meeting Date: September 23, 2021

TO: District Board of Health
FROM: Anna Heenan, Administrative Health Services Officer
328-2417, ahenan@washoecounty.us

SUBJECT: Acknowledge receipt of the Health Fund Financial Review for August, Fiscal Year 2022

SUMMARY

The second month of FY22 ended with a cash balance of \$15,373,915. The total revenues were \$3,527,411 or 8.0% of budget and up 12.5%, \$391,781 more than FY21 with the single largest increase of \$199,073 in grant funding and the second largest increase in special event permits of \$53,305 given that FY21 had only \$1,013 in revenue for special events; prior to the pandemic the revenue was \$75,688 for the year-to-date August of FY20 so full recovery in special events has yet to be achieved. The expenditures totaled \$4,160,231 or 8.9% of budget up \$247,195 or 6.3% compared to FY21 with the largest increase of \$265,647 in contractual help for the COVID response.



District Health Strategic Priority supported by this item:

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

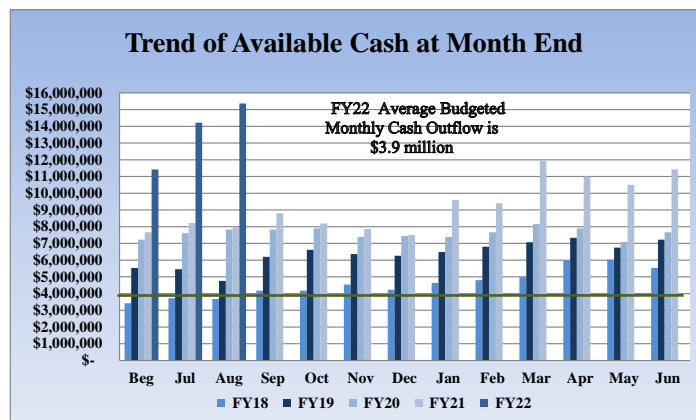
PREVIOUS ACTION

Fiscal Year 2022 Budget was adopted May 19, 2021.

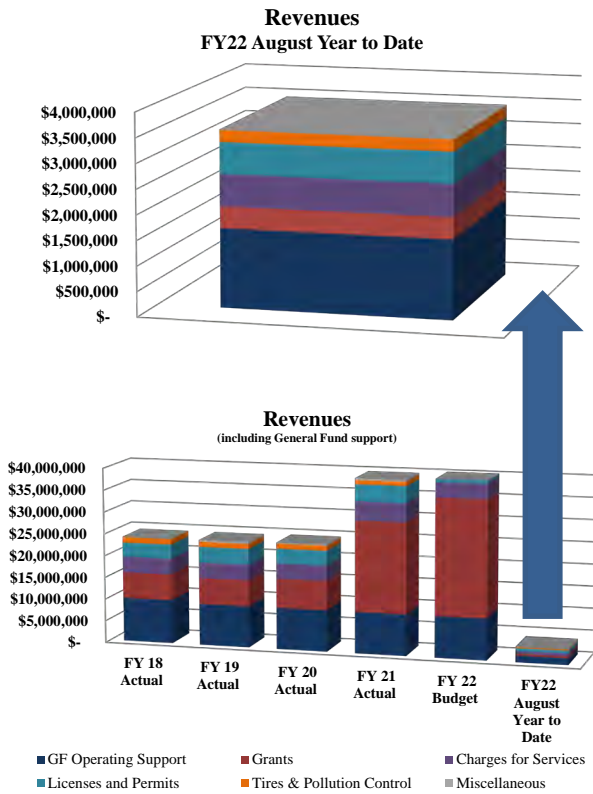
BACKGROUND

Review of Cash

The available cash at the end of August, FY22, was \$15,373,915 which is enough to cover approximately 3.9 months of expenditures. The cash balance is \$7,394,290 greater than August of FY21 which was \$7,979,625 in FY21. The encumbrances and other liability portion of the cash totals \$3.8 million; the cash restricted as to use is approximately \$2.0 million; leaving a balance of \$9.6 million.

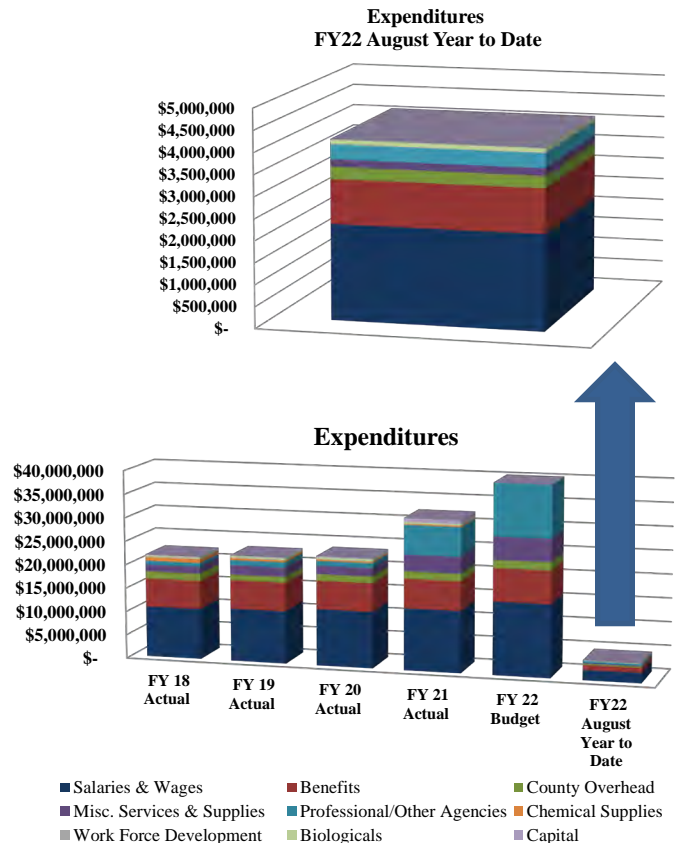


Review of Revenues (including transfers from General Fund) and Expenditures by category



The total **revenues** year to date were \$3,527,411 up \$391,781 or 12.5% compared to August FY21. The revenue categories up over FY21 were licenses and permits of \$627,052 up \$107,505 or 20.7%; Federal and State grants of \$435,394 up \$199,073 or 84.2%; charges for services of \$640,179 up \$51,135 or 8.7%; and tire and pollution control revenue of \$235,706 up \$35,129 or 17.5%. The revenue category down compared to FY21 was miscellaneous revenues of \$2,938 down \$1,060. The County General Fund support of \$1,586,143 is level compared to FY21 and has remained level since FY19.

The total year to date **expenditures** of \$4,160,231 were up \$247,195 or 6.3% compared to FY21. Salaries and benefits expenditures for FY22 were \$3,257,599 up \$154,971 or 5.0% over the prior year and 14.5% of budget. The total services and supplies of \$902,632 were up \$92,223 or 11.4% compared to FY21 and 3.7% of budget. The major expenditures included in the services and supplies were the professional services, which totaled \$336,586 up \$285,752; the biologicals of \$98,539 up \$18,917; chemical supplies were not needed in August, so no expenditures were made; and County overhead charges of \$280,714 up \$23,903 or 9.3% over FY21. There were no capital expenditures in August FY22.



Review of Revenues and Expenditures by Division

ODHO has spent \$179,595 up \$94,211 or 110.3% over FY21 mainly due to the reallocation of staff off the COVID-19 response back to working normal operations and funding spent for community public health initiatives that were delayed in FY21 due to the COVID response.

AHS has spent \$187,810 up \$20,960 or 12.6% compared to FY21 due to the staff working the COVID response in FY21 returning to their normal operations.

AQM revenues were \$462,430 down \$10,042 or 2.2%. The Division spent \$475,141 up \$42,339 or 9.8% due to vacancies now being filled and staff working the COVID response in FY21 that are now back to working normal operations.

CCHS revenues were \$388,330 up \$104,027 or 36.6% over FY21 mainly due to an increase in grant funding in the Immunization Program and Medicaid reimbursements in the Family Planning program. The division spent \$1,539,069 up \$319,569 or 26.2% more than FY21 mainly due to additional staff and equipment needed for the COVID19 Immunization response.

EHS revenues were \$827,033 up \$127,817 or 18.3% over FY21 mainly due to an increase in revenue for the food service permits, sewage disposal system permits and the return of special event permitting. Total expenditures were \$993,860 up \$154,513 or 18.4% compared to FY21 mainly due to the reallocation of staff off the COVID-19 response.

EPHP revenues were \$263,476 up \$149,895 or 132.0% due to the increased funding for the COVID response. The division spent \$784,755 down \$384,397 or 32.9% over FY21 due to vacant positions and staff removed from the COVID-19 response to return to their normal Health District operations.

Washoe County Health District Summary of Revenues and Expenditures Fiscal Year 2017/2018 through August Year to Date Fiscal Year 2021/2022 (FY22)									
	Actual Fiscal Year			FY 2020/2021		Fiscal Year 2021/2022			
	2017/2018	2018/2019	2019/2020	Year End (unaudited)	August Year to Date	Adjusted Budget	August Year to Date	Percent of Budget	FY22 Increase over FY21
Revenues (all sources of funds)									
ODHO	3,365	-	-	-	-	-	-	-	-
AHS	-	-	-	-	-	-	-	-	-
AQM	3,543,340	3,443,270	3,493,840	3,966,854	452,388	3,591,431	462,430	12.9%	2.2%
CCHS	4,179,750	4,104,874	4,044,674	5,107,072	284,303	8,094,934	388,330	4.8%	36.6%
EHS	4,428,294	4,871,791	4,297,872	5,389,858	699,216	4,389,356	827,033	18.8%	18.3%
EPHP	1,854,862	2,126,580	2,067,409	15,515,861	113,581	18,626,287	263,476	1.4%	132.0%
GF support	10,051,691	9,516,856	9,516,856	9,516,856	1,586,143	9,516,856	1,586,143	16.7%	0.0%
Total Revenues	\$ 24,061,302	\$ 24,063,371	\$ 23,420,651	\$ 39,496,500	\$ 3,135,630	\$ 44,218,864	\$ 3,527,411	8.0%	12.5%
Expenditures (all uses of funds)									
ODHO	826,325	1,336,494	1,153,186	776,920	85,384	2,477,840	179,595	7.2%	110.3%
AHS	1,016,660	1,059,669	1,083,771	1,040,308	166,850	1,511,936	187,810	12.4%	12.6%
AQM	2,936,261	2,935,843	2,985,827	2,778,205	432,802	3,875,133	475,141	12.3%	9.8%
CCHS	7,538,728	7,700,440	7,547,364	7,925,975	1,219,500	12,339,299	1,539,069	12.5%	26.2%
EHS	7,030,470	6,669,768	5,815,690	5,935,159	839,348	7,328,490	993,860	13.6%	18.4%
EPHP	2,557,352	2,856,024	4,614,255	13,825,345	1,169,152	19,402,264	784,755	4.0%	-32.9%
Total Expenditures	\$ 21,905,797	\$ 22,558,237	\$ 23,200,095	\$ 32,281,912	\$ 3,913,036	\$ 46,934,962	\$ 4,160,231	8.9%	6.3%
Revenues (sources of funds) less Expenditures (uses of funds):									
ODHO	(822,960)	(1,336,494)	(1,153,186)	(776,920)	(85,384)	(2,477,840)	(179,595)		
AHS	(1,016,660)	(1,059,669)	(1,083,771)	(1,040,308)	(166,850)	(1,511,936)	(187,810)		
AQM	607,078	507,427	508,014	1,188,649	19,586	(283,703)	(12,712)		
CCHS	(3,358,978)	(3,595,566)	(3,502,690)	(2,818,903)	(935,198)	(4,244,365)	(1,150,739)		
EHS	(2,602,177)	(1,797,977)	(1,517,818)	(545,301)	(140,132)	(2,939,134)	(166,827)		
EPHP	(702,490)	(729,444)	(2,546,846)	1,690,516	(1,055,571)	(775,977)	(521,279)		
GF Operating	10,051,691	9,516,856	9,516,856	9,516,856	1,586,143	9,516,856	1,586,143		
Surplus (deficit)	\$ 2,155,505	\$ 1,505,134	\$ 220,557	\$ 7,214,588	\$ (777,406)	\$ (2,716,098)	\$ (632,820)		
Fund Balance (FB)	\$ 6,336,402	\$ 7,841,536	\$ 8,062,093	\$ 15,276,681		\$ 12,560,583			
FB as a % of Expenditures	28.9%	34.8%	34.8%	47.3%		26.8%			
Note: ODHO=Office of the District Health Officer, AHS=Administrative Health Services, AQM=Air Quality Management, CCHS=Community and Clinical Health Services, EHS=Environmental Health Services, EPHP=Epidemiology and Public Health Preparedness, GF=County General Fund									

FISCAL IMPACT

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

RECOMMENDATION

Staff recommends that the District Board of Health acknowledge receipt of the Health Fund financial review for August, Fiscal Year 2022.

POSSIBLE MOTION

Move to acknowledge receipt of the Health Fund financial review for August, Fiscal Year 2022.

Attachment:

Health District Fund financial system summary report

Period: 1 thru 2 2022 Fund: 202 Health Fund
 Accounts: GO-P-L P&L Accounts Health Department
 Business Area: * Functional Area: 000 Standard Functional Area Hiera

Accounts	2022 Plan	2022 Actuals	Balance	Act%	2021 Plan	2021 Actual	Balance	Act%
460532 Plan Rvw Hotel/Motel	23,700-	4,765-	18,935-	20	23,263-	5,139-	18,124-	22
460534 Child Care Inspection	30,000-	3,133-	26,867-	10	29,316-	6,082-	23,235-	21
460535 Pub Accountd Inspectn								
460570 Education Revenue	223,061-	40,774-	182,286-	18	230,234-	34,401-	195,833-	15
460723 Other Fees								
461202 CR-Health								
* Charges for Services	3,395,342-	640,179-	2,755,163-	19	3,319,806-	589,044-	2,730,762-	18
441079 COVID Non Comp Fines								
* Fines and Forfeitures								
481150 Interest-Non Pooled							0	
484000 Donations/Contributions	4,000-	180-	3,820-	5	8,950-	533-	8,417-	6
484050 Donation Fed Pgm Inc	6,000-	435-	5,565-	7	6,000-	494-	5,506-	8
484195 Non-Govt'l Grants	125,231-	2,053-	123,178-	2	125,231-	2,612-	122,619-	2
484197 Non-Gov. Grants-Ind.	24,987-	3,944	28,931-	16-	24,987-	1,015	26,001-	4-
485100 Reimbursements	48,857-	4,215-	44,642-	9	48,857-	1,374-	47,482-	3
485300 Other Misc Govt Rev								
* Miscellaneous	209,074-	2,938-	206,136-	1	214,024-	3,999-	210,026-	2
** Revenue	34,702,008-	1,941,268-	32,760,740-	6	48,162,981-	1,549,487-	46,613,494-	3
701110 Base Salaries	11,486,710	1,985,870	9,500,840	17	11,141,668	1,816,400	9,325,267	16
701120 Part Time	484,081	94,818	389,263	20	508,540	80,879	427,661	16
701130 Pooled Positions	592,494	161,135	431,359	27	504,800	125,404	379,396	25
701140 Holiday Work	4,717	106	4,610	2	4,319	4,717	399-	109
701199 Lab Cost Sav-Wages								
701200 Incentiva Longevity	143,401	142	143,259	0	144,900	242	144,658	0
701300 Overtime	86,820	56,963	29,857	66	63,017	80,669	17,652-	128
701403 Shift Differential	300	62	238	21	300	38	262	13
701406 Standby Pay	38,950	7,162	31,788	18	38,000	11,549	26,451	30
701408 Call Back	4,050	388	3,662	10	5,000	237	4,763	5
701412 Salary Adjustment	2,379,174	150,402-	2,529,576	6-	6,117,240	90,054-	6,207,294	1-
701413 Vac Payoff Sick Term	208,970	33,053	175,917	16	228,970	37,076	191,894	16
701414 Vacation Denied-Payoff	13,852	21,704	7,853-	157	3,852	18,090	14,238-	470
701417 Comp Time		13,694	13,694-			12,554	12,554-	
701419 Comp Time - Transfer								
701500 Merit Awards								
* Salaries and Wages	15,443,519	2,224,695	13,218,823	14	18,760,604	2,097,803	16,662,801	11
705110 Group Insurance	1,612,765	266,012	1,346,753	16	1,526,134	246,743	1,279,390	16
705115 ER BSA Contribute	181,540	3,297	178,243	2	170,000	3,000	167,000	2
705190 OPEB Contribution	600,808	100,135	500,673	17	1,113,772	153,058	960,714	14
705199 Lab Cost Sav-Benal								
705210 Retirement	3,592,296	616,391	2,975,905	17	3,441,515	558,086	2,883,430	16
705215 Retirement Calculation	12,578	12,578	12,578		12,578	12,578	12,578	
705230 Medicare April 1986	167,256	32,986	134,270	20	163,320	30,390	132,930	19
705240 Insur Budgeted Incr	49,199		49,199		46,656		46,656	

Period: 1 thru 2 2022
 Accounts: GO-P-L P&L Accounts
 Business Area: *
 Fund: 202 Health Fund
 Fund Center: 202-0 Health Department
 Functional Area: 000 Standard Functional Area Hiera

Accounts	2022 Plan	2022 Actuals	Balance	Act%	2021 Plan	2021 Actual	Balance	Act%
705320 Workmens Comp	75,718	13,222	62,496	17	77,146	12,563	64,583	16
705330 Unemply Comp	11,374	861	10,513	8	11,501	984	10,517	9
705360 Benefit Adjustment	685,512		685,512		1,931,048		1,931,048	
* Employee Benefits	6,989,047	1,032,904	5,956,143	15	8,493,671	1,004,825	7,488,846	12
710100 Professional Services	1,252,774	31,730	1,221,044	3	1,034,856	27,241	1,007,614	3
710101 Lab Testing Services		25	25-		1,550,809	125	1,550,684	0
710105 Medical Services	11,663	3,883	7,780	33	11,288	680	10,609	6
710108 MD Consultants	60,327	3,848	56,478	6	54,051	4,187	49,864	8
710110 Contracted/Temp Svcs	14,595,359	272,289	14,323,071	2	16,962,146	6,641	16,955,504	0
710155 Lobbying Services	600		600		600		600	
710200 Service Contract	137,518	2,982	134,536	2	436,847	3,744	433,103	1
710201 Laundry Services	2,290	317	1,972	14	2,322	166	2,156	7
710203 Landscape Maint.								
710205 Repairs and Maintenance	10,307		10,307		10,307		10,307	
710210 Software Maintenance	4,200		4,200		4,200		3,600	14
710212 Software Subscription	136,436	6,110	130,326	4	233,510	14,269	219,241	6
710215 Operating Contracts	196,000		196,000		1,720,558	8,123	1,712,436	0
710300 Operating Supplies	700,648	6,071	694,577	1	1,686,167	122,184	1,563,984	7
710302 Small Tools & Allow	1,435	549	886	38	1,735		1,735	
710308 Animal Supplies	1,600		1,600		1,600		1,600	
710310 Parts and Supplies	533		533					
710312 Special Dept Expense	100,000		100,000		100,000		100,000	
710319 Chemical Supplies	236,200		236,200		236,200		236,200	
710325 Signs and Markers	4,125		4,125					
710334 Copy Machine Expense	37,029	2,997	34,032	8	53,188	5,473	47,714	10
710335 Copy Mach-Copies	14,534	726	13,807	5	7,547	528	7,019	7
710350 Office Supplies	124,272	3,113	121,159	3	192,019	4,357	187,662	2
710355 Books and Subscriptions	12,080	1,243	10,837	10	10,990	1,159	9,831	11
710360 Postage	21,213	1,537	19,677	7	17,034	2,341	14,693	14
710361 Express and Courier	100	215	115-	215	100		100	
710391 Fuel & Lube	8,558		8,558		8,558		8,558	
710400 Pmts to O Agencies	728,434	24,811	703,624	3	429,516	11,960	417,556	3
710412 Do Not Use								
710500 Other Expense	1,092,037	168	1,091,869	0	1,255,286	4,157	1,251,129	0
710502 Printing	54,239	2,069	52,170	4	67,729	4,871	62,858	7
710503 Licenses & Permits	8,730	935	7,795	11	9,345	1,045	8,300	11
710504 Registration	2,250	2,700	450-	120	1,900	500	1,400	26
710505 Rental Equipment	2,000		2,000					
710506 Dept InsDeductible		150	150-					
710507 Network and Data Lines	61,042	461	60,580	1	60,196	1,212	58,984	2
710508 Telephone land Lines	38,046	5,106	32,940	13	48,815	8,227	40,588	17
710509 Seminars and Meetings	73,438	4,307	69,131	6	76,690	109	76,581	0
710512 Auto Expense	14,873	508	14,365	3	18,948	463	18,485	2

Period: 1 thru 2 2022
 Accounts: GO-P-I P&L Accounts
 Business Area: *
 Fund: 202
 Fund Center: 202-0
 Functional Area: 000
 Health Fund
 Health Department
 Standard Functional Area Hiera

Accounts	2022 Plan	2022 Actuals	Balance	Adj's	2021 Plan	2021 Actual	Balance	Act's
710514 Regulatory Assessments	25,000	2,401	25,000	13	25,000	2,256	25,000	12
710519 Cellular Phone	18,861	1,606	16,460	7	18,165	705	15,909	3
710529 Dues	23,825	3,775	22,219	6	21,755	2,813	21,050	5
710535 Credit Card Fees	60,890	1,884	57,115	1	59,349	39,816	56,537	11
710546 Advertising	299,963		298,079		353,594		313,778	
710551 Cash Discounts Lost								
710563 Recruitment								
710571 Safety Expense	50,000	985	50,000	8	68,000	314	67,686	0
710577 Uniforms & Special C	12,570		11,585		7,800		7,800	
710585 Undesignated Budget	871,932		871,932		631,771		631,771	
710594 Insurance Premium	5,815		5,815		5,815		5,815	
710600 IT Lease-Office Space	77,422	12,708	64,714	16	83,722	12,159	71,563	15
710620 IT Lease-Equipment								
710703 Biologicals	391,708	98,539	293,170	25	357,635	79,622	278,013	22
710714 Referral Services	5,040	184	5,040	0	9,040	15	9,040	0
710721 Outpatient	95,735	50	95,551	1	61,743	696	61,727	3
710872 Food Purchases	6,510	17,654	6,460	17	22,710	17,953	22,014	17
710908 Combined Utilities	105,926		88,272		107,715		89,763	
711011 Waste Removal	24,502		24,502		15,498		15,498	
711050 Propane	500		500					
711100 ESD Asset Management	58,680	8,908	49,772	15	46,200	7,840	38,360	17
711113 Equip Srv Replace	83,757	9,553	74,203	11	58,410	9,106	49,304	16
711114 Equip Srv O & M	53,787	19,262	34,525	36	53,015	7,773	45,242	15
711115 Equip Srv Motor Pool	5,000		5,000		5,000		5,000	
711116 ESD Vehicle Lease								
711117 ESD Fuel Charge	29,994	9,078	20,917	30	27,211	3,808	23,402	14
711119 Prop & Liab Billings	30,679	5,113	25,566	17	95,845	15,974	79,871	17
711210 Travel	192,997	6,945	186,052	4	207,562		207,562	
711213 Travel-Non Cnty Pairs	16,000	1-	16,000	1	16,000	199	16,000	199-
711300 Cash Over Short		328-						
711399 ProCard in Process		280,714	1,403,572	17	1,540,871	256,812	1,284,059	17
711400 Overhead - General Fund	1,684,286							
711410 Overhead - Admin								
711503 Road Bridge non Capital	94,048	40,933	53,115	44	319,951	40,026	279,924	13
711504 Equipment nonCapital	132,220	2,999	129,221	2	211,895	1,950	209,945	1
711508 Computers nonCapital	102,321	820	101,501	1	286,821	8,454	278,367	3
711509 Comp Sftw nonCap	24,304,857	902,632	23,402,225	4	31,023,149	742,651	30,280,498	2
* Services and Supplies								
781002 Build Imprv Capital								
781004 Equipment Capital	128,050		128,050		348,635	182,627	348,635	
781007 Vehicles Capital					177,616	147,172	177,616	
781009 Comp Sftw Capital					147,172		147,172	
* Capital Outlay	128,050		128,050		856,050		856,050	

Period: 1 thru 2 2022 P&L Accounts
 Accounts: GO-P-L Health Fund
 Business Area: * Standard Functional Area Hiera

Fund: 202
 Fund Center: 202-0
 Functional Area: 000

Accounts	2022 Plan	2022 Actuals	Balance	Act's	2021 Plan	2021 Actual	Balance	Act's
** Expenses								
621001 Transfer From General	46,865,473	4,160,231	42,705,242	9	59,133,474	3,845,278	55,288,196	7
* Transfers In	9,516,856-	1,586,143-	7,930,713-	17	9,516,856-	1,586,143-	7,930,713-	17
812230 TF to Regional Permit	9,516,856-	1,586,143-	7,930,713-	17	9,516,856-	1,586,143-	7,930,713-	17
81430 To Reg Permits Capit	69,489	69,489	69,489		69,489	67,758	1,731	98
* Transfers Out	69,489	1,586,143-	69,489	17	69,489	67,758	1,731	98
** Other Financing Src/Use	9,447,367-	1,586,143-	7,861,224-		9,447,367-	1,518,385-	7,928,982-	16
*** Total	2,716,098	632,820	2,083,278	23	1,523,127	777,406	745,721	51

REMSA HEALTH

**FRANCHISE COMPLIANCE
REPORT**

AUGUST 2021

Fiscal 2020 REMSA Accounts Receivable Summary

Note: Fiscal 2021 July numbers are pending

Month	#Patients	Total Billed	Average Bill	YTD Average	Average Collected 33%
July	4,253	\$5,839,002.20	\$1,372.91	\$1,372.84	\$ 453.04
August	4,224	\$5,806,006.60	\$1,374.53	\$1,373.06	\$ 453.11
September	4,089	\$5,622,367.80	\$1,375.00	\$1,373.28	\$ 453.18
October	4,409	\$6,040,357.20	\$1,370.01	\$1,372.93	\$ 453.07
November	4,251	\$5,800,733.40	\$1,364.56	\$1,372.14	\$ 452.80
December	4,347	\$5,981,323.40	\$1,375.97	\$1,372.47	\$ 452.92
January	4,227	\$6,306,218.60	\$1,491.89	\$1,372.79	\$ 453.02
February	3,780	\$5,623,933.60	\$1,487.81	\$1,372.79	\$ 491.69
March	4,093	\$6,108,707.20	\$1,492.48	\$1,372.79	\$ 491.97
April	4,180	\$6,315,334.80	\$1,510.85	\$1,372.79	\$ 493.67
May	4,196	\$6,400,979.20	\$1,525.50	\$1,372.79	\$ 495.66
June	4,461	\$6,809,069.60	\$1,526.35	\$1,372.79	\$ 497.10
Totals	50,510	\$72,654,033.60	\$1,438.99		

Current Allowable Average Bill: \$1,517.66

Year to Date: August 2021

COMPLIANCE			
Month	Priority 1 System - Wide Avg. Response Time	Priority 1 Zone A	Priority 1 Zones B,C,D
Jul-21	6 Minutes 44 Seconds	84%	77%
Aug-21	7 Minutes 13 Seconds	86%	86%
Sep-21			
Oct-21			
Nov-21			
Dec-21			
Jan-22			
Feb-22			
Mar-22			
Apr-22			
May-22			
Jun-22			

Fiscal Year to Date

Priority 1 System - Wide Avg. Response Time	Priority 1 Zone A	Priority 1 Zones B,C,D
7 Minutes 0 Seconds	85%	81%

Year to Date: August 2021

AVERAGE RESPONSE TIMES BY ENTITY				
Month/Year	Priority	Reno	Sparks	Washoe County
Jul-21	P-1	6:02	7:00	11:00
	P-2	6:50	7:37	11:03
Aug-21	P-1	6:31	7:11	22:53
	P-2	7:17	8:47	11:06
Sep-21	P-1			
	P-2			
Oct-21	P-1			
	P-2			
Nov-21	P-1			
	P-2			
Dec-21	P-1			
	P-2			
Jan-22	P-1			
	P-2			
Feb-22	P-1			
	P-2			
Mar-22	P-1			
	P-2			
Apr-22	P-1			
	P-2			
May-22	P-1			
	P-2			
Jun-22	P-1			
	P-2			

Fiscal Year to Date: August 2021

Priority	Reno	Sparks	Washoe County
P1	6:18	7:05	11:00
P2	7:06	8:20	11:13

**REMSA OCU INCIDENT DETAIL REPORT
PERIOD: 08/01/2021 THRU 08/31/2021**

CORRECTIONS REQUESTED					
Zone	Clock Start	Clock Stop	Unit	Response Time Original	Response Time Correct
Zone A	8/2/21 6:18	8/2/21 6:29	1C06	0:11:08	0:11:08
Zone A	8/4/21 14:57	8/4/21 14:59	1C17	23:59:59	0:01:48
Zone A	8/7/21 19:22	8/7/21 19:23	1C31	23:59:14	0:01:14
Zone A	8/8/21 17:13	8/8/21 17:20	1C18	0:11:10	0:07:05
Zone A	8/9/21 3:39	8/9/21 3:45	1C25	0:13:22	0:06:33
Zone A	8/9/21 5:12	8/9/21 5:19	1C20	0:17:31	0:06:27
Zone A	8/12/21 0:05	8/12/21 0:06	1C33	23:59:32	0:00:27
Zone A	8/12/21 16:38	8/12/21 16:47	1C44	0:21:38	0:08:34
Zone A	8/14/21 19:38	8/14/21 20:04	1S22	0:25:15	0:25:15
Zone A	8/15/21 3:07	8/15/21 3:11	1C42	0:09:06	0:03:49
Zone A	8/16/21 8:47	8/16/21 9:45	1C37	0:57:37	0:57:37
Zone A	8/17/21 2:19	8/17/21 2:23	1C42	0:11:09	0:04:17
Zone A	8/17/21 8:35	8/17/21 8:41	1C22	0:05:36	0:05:36
Zone A	8/20/21 8:25	8/20/21 8:30	1C22	0:11:04	0:04:32
Zone A	8/20/21 10:32	8/20/21 10:38	1C23	0:14:20	0:05:37
Zone A	8/20/21 12:44	8/20/21 12:50	1C10	0:12:31	0:05:46
Zone A	8/22/21 0:50	8/22/21 0:55	1C38	0:19:35	0:04:57
Zone A	8/22/21 19:38	8/22/21 19:39	1C10	-0:00:17	0:00:34
Zone A	8/25/21 22:39	8/25/21 22:43	1C24	0:14:11	0:04:26
Zone A	8/26/21 20:15	8/26/21 20:19	1C45	0:10:29	0:04:11
Zone A	8/28/21 6:35	8/28/21 6:38	1C03	0:15:43	0:03:10
Zone A	8/29/21 3:02	8/29/21 3:06	1C05	0:23:20	0:04:23
Zone A	8/30/21 21:17	8/30/21 21:21	1C08	0:11:45	0:03:52

UPGRADE REQUESTED				
Zone	Priority Original	Priority Upgrade	Response Time Original	Response Time Correct
Zone A	1	0:11:25	0:11:08	Zone A
Zone A	1	0:26:49	0:25:15	Zone A
Zone A	1	0:58:16	0:57:37	Zone A

EXEMPTIONS REQUESTED				
Incident Date	Approval	Exemption Reason	Zone	Response Time
08/01/2021	Exemption Approved	Overload	Zone D	:54:04
08/01/2021	Exemption Approved	Overload	Zone A	:14:52
08/01/2021	Exemption Approved	Overload	Zone A	:11:11
08/01/2021	Exemption Approved	Overload	Zone A	:19:46
08/01/2021	Exemption Approved	Overload	Zone A	:12:15
08/01/2021	Exemption Approved	Overload	Zone A	:19:09
08/01/2021	Exemption Approved	Overload	Zone A	:10:01
08/01/2021	Exemption Approved	Overload	Zone A	:14:28
08/01/2021	Exemption Approved	Overload	Zone A	:13:12
08/01/2021	Exemption Approved	Overload	Zone A	:11:36
08/01/2021	Exemption Approved	Overload	Zone A	:13:04
08/01/2021	Exemption Approved	Overload	Zone A	:12:19
08/02/2021	Exemption Approved	Overload	Zone A	:10:01
08/02/2021	Exemption Approved	Overload	Zone A	:10:07
08/02/2021	Exemption Approved	Overload	Zone A	:10:43
08/02/2021	Exemption Approved	Overload	Zone A	:11:06
08/02/2021	Exemption Approved	Overload	Zone A	:11:01
08/02/2021	Exemption Approved	Overload	Zone A	:22:11
08/02/2021	Exemption Approved	Overload	Zone A	:11:14
08/02/2021	Exemption Approved	Overload	Zone A	:11:14
08/02/2021	Exemption Approved	Overload	Zone A	:12:22
08/02/2021	Exemption Approved	Overload	Zone A	:14:43
08/02/2021	Exemption Approved	Overload	Zone A	:11:47
08/02/2021	Exemption Approved	Overload	Zone A	:28:43
08/03/2021	Exemption Approved	Overload	Zone A	:24:20
08/03/2021	Exemption Approved	Overload	Zone A	:10:56
08/03/2021	Exemption Approved	Overload	Zone A	:12:43
08/03/2021	Exemption Approved	Overload	Zone A	:09:52
08/03/2021	Exemption Approved	Overload	Zone A	:13:25
08/03/2021	Exemption Approved	Overload	Zone A	:23:16
08/03/2021	Exemption Approved	Overload	Zone A	:13:16
08/03/2021	Exemption Approved	Overload	Zone A	:16:10
08/03/2021	Exemption Approved	Overload	Zone A	:11:44
08/03/2021	Exemption Approved	Overload	Zone A	:15:27
08/03/2021	Exemption Approved	Overload	Zone A	:11:33
08/03/2021	Exemption Approved	Overload	Zone A	:13:05
08/03/2021	Exemption Approved	Overload	Zone A	:11:36
08/04/2021	Exemption Approved	Overload	Zone A	:14:41
08/04/2021	Exemption Approved	Overload	Zone A	:10:11
08/04/2021	Exemption Approved	Overload	Zone A	:16:50
08/04/2021	Exemption Approved	Overload	Zone A	:14:35
08/04/2021	Exemption Approved	Overload	Zone A	:10:14

08/05/2021	Exemption Approved	Overload	Zone A	:11:06
08/05/2021	Exemption Approved	Overload	Zone A	:10:20
08/05/2021	Exemption Approved	Overload	Zone A	:11:01
08/06/2021	Exemption Approved	Overload	Zone A	:09:44
08/06/2021	Exemption Approved	Overload	Zone A	:10:02
08/06/2021	Exemption Approved	Overload	Zone A	:09:50
08/06/2021	Exemption Approved	Overload	Zone A	:10:18
08/08/2021	Exemption Approved	Overload	Zone A	:14:08
08/09/2021	Exemption Approved	Overload	Zone A	:09:40
08/09/2021	Exemption Approved	Overload	Zone A	:09:43
08/09/2021	Exemption Approved	Overload	Zone B	:17:52
08/09/2021	Exemption Approved	Overload	Zone A	:11:21
08/09/2021	Exemption Approved	Overload	Zone A	:13:17
08/09/2021	Exemption Approved	Overload	Zone A	:13:13
08/10/2021	Exemption Approved	Overload	Zone A	:10:32
08/10/2021	Exemption Approved	Overload	Zone B	:25:32
08/10/2021	Exemption Approved	Overload	Zone A	:13:35
08/10/2021	Exemption Approved	Overload	Zone A	:12:31
08/10/2021	Exemption Approved	Overload	Zone A	:11:24
08/10/2021	Exemption Approved	Overload	Zone A	:16:36
08/10/2021	Exemption Approved	Overload	Zone A	:09:40
08/10/2021	Exemption Approved	Overload	Zone A	:10:19
08/11/2021	Exemption Approved	Overload	Zone A	:14:09
08/11/2021	Exemption Approved	Overload	Zone A	:15:27
08/11/2021	Exemption Approved	Overload	Zone A	:11:22
08/11/2021	Exemption Approved	Overload	Zone A	:09:06
08/11/2021	Exemption Approved	Overload	Zone A	:10:50
08/11/2021	Exemption Approved	Overload	Zone A	:12:40
08/11/2021	Exemption Approved	Overload	Zone A	:10:39
08/11/2021	Exemption Approved	Overload	Zone A	:09:34
08/11/2021	Exemption Approved	Overload	Zone A	:10:13
08/12/2021	Exemption Approved	Overload	Zone A	:10:31
08/12/2021	Exemption Approved	Overload	Zone A	:09:21
08/15/2021	Exemption Approved	Overload	Zone A	:10:06
08/15/2021	Exemption Approved	Overload	Zone A	:22:01
08/15/2021	Exemption Approved	Overload	Zone A	:12:54
08/15/2021	Exemption Approved	Overload	Zone A	:14:14
08/15/2021	Exemption Approved	Overload	Zone A	:16:11
08/16/2021	Exemption Approved	Overload	Zone A	:25:14
08/16/2021	Exemption Approved	Overload	Zone A	:10:10
08/16/2021	Exemption Approved	Overload	Zone A	:10:12
08/16/2021	Exemption Approved	Overload	Zone A	:13:40
08/16/2021	Exemption Approved	Overload	Zone A	:12:49
08/16/2021	Exemption Approved	Overload	Zone A	:12:01

08/16/2021	Exemption Approved	Overload	Zone A	:11:37
08/16/2021	Exemption Approved	Overload	Zone A	:11:29
08/16/2021	Exemption Approved	Overload	Zone A	:10:48
08/16/2021	Exemption Approved	Overload	Zone A	:13:07
08/16/2021	Exemption Approved	Overload	Zone A	:12:35
08/16/2021	Exemption Approved	Overload	Zone A	:09:40
08/25/2021	Exemption Approved	Overload	Zone A	:09:31
08/25/2021	Exemption Approved	Overload	Zone A	:12:25
08/25/2021	Exemption Approved	Overload	Zone A	:10:58
08/25/2021	Exemption Approved	Overload	Zone A	:09:52
08/25/2021	Exemption Approved	Overload	Zone A	:33:53
08/25/2021	Exemption Approved	Overload	Zone A	:09:03
08/25/2021	Exemption Approved	Overload	Zone A	:11:02
08/25/2021	Exemption Approved	Overload	Zone A	:12:00
08/25/2021	Exemption Approved	Overload	Zone A	:09:35
08/25/2021	Exemption Approved	Overload	Zone A	:09:33
08/25/2021	Exemption Approved	Overload	Zone A	:10:00
08/25/2021	Exemption Approved	Overload	Zone A	:10:37
08/25/2021	Exemption Approved	Overload	Zone A	:15:55
08/29/2021	Exemption Approved	Overload	Zone A	:10:35
08/30/2021	Exemption Approved	Overload	Zone A	:09:04
08/30/2021	Exemption Approved	Overload	Zone A	:18:44
08/30/2021	Exemption Approved	Overload	Zone A	:13:23
08/30/2021	Exemption Approved	Overload	Zone B	:18:53
08/30/2021	Exemption Approved	Overload	Zone A	:10:25
08/30/2021	Exemption Approved	Overload	Zone A	:09:53
08/31/2021	Exemption Approved	Overload	Zone A	:11:08
08/31/2021	Exemption Approved	Overload	Zone A	:15:00
08/31/2021	Exemption Approved	Overload	Zone A	:16:32
08/31/2021	Exemption Approved	Overload	Zone A	:16:32
08/31/2021	Exemption Approved	Overload	Zone A	:11:19
08/31/2021	Exemption Approved	Overload	Zone A	:10:05
08/31/2021	Exemption Approved	Overload	Zone A	:11:17
08/31/2021	Exemption Approved	Overload	Zone A	:10:41
08/31/2021	Exemption Approved	Overload	Zone A	:14:55
08/03/2021	Exemption Approved	Status 99	Zone A	:15:27
08/03/2021	Exemption Approved	Status 99	Zone A	:13:24
08/04/2021	Exemption Approved	Status 99	Zone A	:13:39
08/04/2021	Exemption Approved	Status 99	Zone A	:16:33
08/04/2021	Exemption Approved	Status 99	Zone A	:13:40
08/04/2021	Exemption Approved	Status 99	Zone A	:09:09
08/04/2021	Exemption Approved	Status 99	Zone A	:10:07
08/04/2021	Exemption Approved	Status 99	Zone A	:12:29
08/05/2021	Exemption Approved	Status 99	Zone A	:19:41

08/06/2021	Exemption Approved	Status 99	Zone A	:14:19
08/06/2021	Exemption Approved	Status 99	Zone A	:21:44
08/06/2021	Exemption Approved	Status 99	Zone A	:17:17
08/07/2021	Exemption Approved	Status 99	Zone B	:16:03
08/07/2021	Exemption Approved	Status 99	Zone A	:11:48
08/07/2021	Exemption Approved	Status 99	Zone A	:23:02
08/07/2021	Exemption Approved	Status 99	Zone A	:24:18
08/07/2021	Exemption Approved	Status 99	Zone A	:11:55
08/07/2021	Exemption Approved	Status 99	Zone A	:10:56
08/07/2021	Exemption Approved	Status 99	Zone A	:09:45
08/08/2021	Exemption Approved	Status 99	Zone A	:11:13
08/08/2021	Exemption Approved	Status 99	Zone A	:11:51
08/09/2021	Exemption Approved	Status 99	Zone A	:09:21
08/09/2021	Exemption Approved	Status 99	Zone A	:12:27
08/09/2021	Exemption Approved	Status 99	Zone A	:11:36
08/09/2021	Exemption Approved	Status 99	Zone A	:09:43
08/09/2021	Exemption Approved	Status 99	Zone A	:10:54
08/10/2021	Exemption Approved	Status 99	Zone A	:12:13
08/11/2021	Exemption Approved	Status 99	Zone A	:12:37
08/11/2021	Exemption Approved	Status 99	Zone A	:10:10
08/11/2021	Exemption Approved	Status 99	Zone A	:10:20
08/11/2021	Exemption Approved	Status 99	Zone A	:16:45
08/11/2021	Exemption Approved	Status 99	Zone A	:17:48
08/11/2021	Exemption Approved	Status 99	Zone A	:14:56
08/11/2021	Exemption Approved	Status 99	Zone A	:17:41
08/11/2021	Exemption Approved	Status 99	Zone A	:11:49
08/12/2021	Exemption Approved	Status 99	Zone A	:09:43
08/12/2021	Exemption Approved	Status 99	Zone A	:11:15
08/12/2021	Exemption Approved	Status 99	Zone A	:16:27
08/12/2021	Exemption Approved	Status 99	Zone A	:10:57
08/12/2021	Exemption Approved	Status 99	Zone A	:11:08
08/12/2021	Exemption Approved	Status 99	Zone A	:16:12
08/12/2021	Exemption Approved	Status 99	Zone A	:10:56
08/12/2021	Exemption Approved	Status 99	Zone A	:09:02
08/12/2021	Exemption Approved	Status 99	Zone A	:13:54
08/12/2021	Exemption Approved	Status 99	Zone A	:09:39
08/13/2021	Exemption Approved	Status 99	Zone A	:09:05
08/13/2021	Exemption Approved	Status 99	Zone A	:09:55
08/13/2021	Exemption Approved	Status 99	Zone A	:09:40
08/14/2021	Exemption Approved	Status 99	Zone A	:10:27
08/14/2021	Exemption Approved	Status 99	Zone A	:12:46
08/15/2021	Exemption Approved	Status 99	Zone A	:11:49
08/15/2021	Exemption Approved	Status 99	Zone A	:09:56
08/15/2021	Exemption Approved	Status 99	Zone A	:09:53

08/15/2021	Exemption Approved	Status 99	Zone A	:12:58
08/15/2021	Exemption Approved	Status 99	Zone A	:20:26
08/15/2021	Exemption Approved	Status 99	Zone A	:10:43
08/15/2021	Exemption Approved	Status 99	Zone B	:17:31
08/16/2021	Exemption Approved	Status 99	Zone A	:18:20
08/16/2021	Exemption Approved	Status 99	Zone A	:14:20
08/16/2021	Exemption Approved	Status 99	Zone A	:11:46
08/16/2021	Exemption Approved	Status 99	Zone B	:20:56
08/16/2021	Exemption Approved	Status 99	Zone A	:11:37
08/16/2021	Exemption Approved	Status 99	Zone A	:14:22
08/16/2021	Exemption Approved	Status 99	Zone B	:16:59
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08/16/2021	Exemption Approved	Status 99	Zone A	:14:30
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08/17/2021	Exemption Approved	Status 99	Zone A	:22:47
08/17/2021	Exemption Approved	Status 99	Zone A	:17:32
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08/17/2021	Exemption Approved	Status 99	Zone A	:11:26
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08/17/2021	Exemption Approved	Status 99	Zone A	:09:07
08/17/2021	Exemption Approved	Status 99	Zone A	:12:03
08/17/2021	Exemption Approved	Status 99	Zone A	:11:53
08/18/2021	Exemption Approved	Status 99	Zone A	:10:11
08/18/2021	Exemption Approved	Status 99	Zone A	:11:41
08/18/2021	Exemption Approved	Status 99	Zone A	:13:44
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08/26/2021	Exemption Approved	Status 99	Zone A	:10:07
08/30/2021	Exemption Approved	Status 99	Zone A	:09:24
08/30/2021	Exemption Approved	Status 99	Zone A	:10:49
08/30/2021	Exemption Approved	Status 99	Zone A	:14:28

08/30/2021	Exemption Approved	Status 99	Zone A	:12:10
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08/30/2021	Exemption Approved	Status 99	Zone A	:14:21
08/30/2021	Exemption Approved	Status 99	Zone B	:16:09
08/30/2021	Exemption Approved	Status 99	Zone A	:10:14
08/30/2021	Exemption Approved	Status 99	Zone B	:19:58
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08/30/2021	Exemption Approved	Status 99	Zone A	:11:06
08/30/2021	Exemption Approved	Status 99	Zone A	:13:34
08/31/2021	Exemption Approved	Status 99	Zone A	:09:00
08/31/2021	Exemption Approved	Status 99	Zone A	:09:55
08/31/2021	Exemption Approved	Status 99	Zone A	:17:04
08/31/2021	Exemption Approved	Status 99	Zone A	:10:16

GROUND AMBULANCE OPERATIONS REPORT AUGUST 2021

1. Overall Statics

- a) Total number of system responses: 7,754
- b) Total number of responses in which no transports resulted: 2,979
- c) Total number of system transports: 4,775

2. Call Classification

- a) Cardiopulmonary Arrests: 1.3%
- b) Medical: 50%
- c) Obstetrics (OB): 0.6%
- d) Psychiatric/Behavioral: 6%
- e) Transfers: 14.9%
- f) Trauma – MVA: 5.7%
- g) Trauma – Non MVA: 16.5%
- h) Unknown: 5%

3. Medical Director's Report

- a) The Clinical Director or designee reviewed:
 - 100% of cardiopulmonary arrests
 - 100% of pediatric patients (transport and non-transport)
 - 100% of advanced airways (excluding cardio pulmonary arrests)
 - 100% of STEMI alerts or STEMI rhythms
 - 100% of deliveries and neonatal resuscitation
 - 100% Advanced Airway Success rates for nasal/oral intubation and King Airway placement for adult and pediatric patients.

Total number of ALS Calls: 1,336

Total number of above calls receiving QA Reviews: 140

Percentage of charts reviewed from the above transports: 10.4%

AUGUST 2021 MONTHLY REMSA EDUCATION REPORT

DISCIPLINE	CLASSES	STUDENTS
ACLS	10	41
BLS (CPR)	51	152
Heartsaver (CPR)	33	183
ITLS/PHTLS	2	9
PALS	9	34

COMMUNITY OUTREACH AUGUST 2021

Point of Impact		
8/21/2021	Checkpoint at Children`s Cabinet: 36 vehicles and 57 car seats checked; 22 seats donated (Interviewed on Child Passenger Safety as well)	3 staff;7 volunteers
8/01-31/2021	Thirty-six office installation appointments; 36 cars and 41 seats inspected.	
Cribs for Kids/Community		
8/5/2021	Immunize Nevada Community Meeting	
8/6/2021	Child Death Review	
8/10/2021	SR 445 Pyramid Hwy Road Safety Audit Meeting (Pedestrian Safety)	
8/10-14/2021	Kidz In Motion National Conference Child Passenger Safety	2 staff attended
8/16/2021	Vision Zero Truckee Meadows Task Force Meeting	
8/17/2021	Safe Kids Advisory Meeting	
8/19/2021	Live Interview News 4/Fox11 for Child Passenger Safety and Checkpoint for 8/21 with Children`s Cabinet	
8/26/2021	SR 445 Pyramid Hwy Road Safety Audit Meeting (Pedestrian Safety) 2nd meeting	
8/27/2021	Safe Sleep Collaboration Meeting for October- Safe Sleep month	
8/30/2021	Child Passenger Safety Instructor Meeting for Northern Nevada	

REMSA

Reno, NV
Client 7299



1515 Center Street
Lansing, Mi 48096
1 (517) 318-3800
support@EMSSurveyTeam.com
www.EMSSurveyTeam.com

EMS System Report

August 1, 2021 to August 31, 2021

Your Score

96.41

Number of Your Patients in this Report

150

Number of Patients in this Report

7,162

Number of Transport Services in All EMS DB

173



REMSA
August 1, 2021 to August 31, 2021



Executive Summary

This report contains data from **150 REMSA** patients who returned a questionnaire between **08/01/2021** and **08/31/2021**.

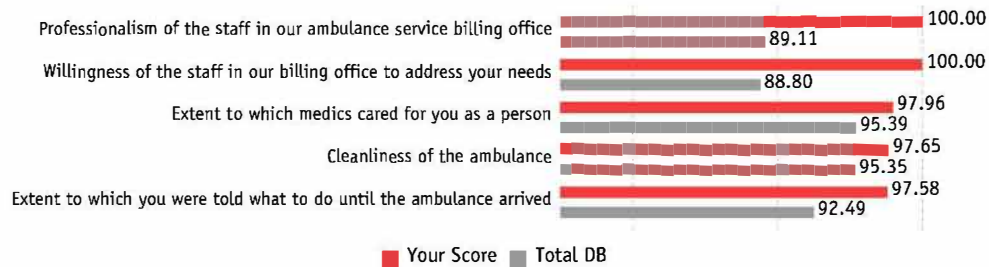
The overall mean score for the standard questions was **96.41**; this is a difference of **2.71** points from the overall EMS database score of **93.70**.

The current score of **96.41** is a change of **1.43** points from last period's score of **94.98**. This was the **14th** highest overall score for all companies in the database.

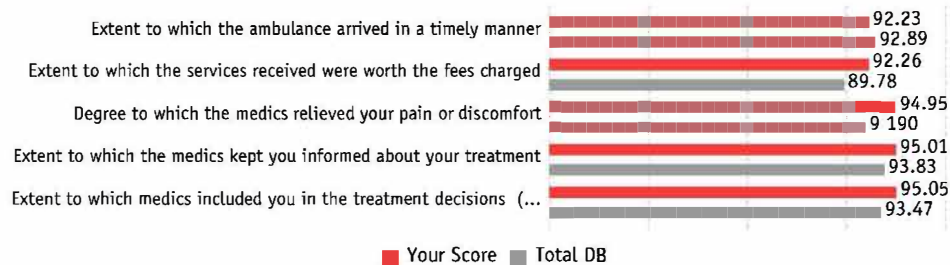
You are ranked **2nd** for comparably sized companies in the system.

88.82% of responses to standard questions had a rating of Very Good, the highest rating. **99.80%** of all responses were positive.

5 Highest Scores



5 Lowest Scores

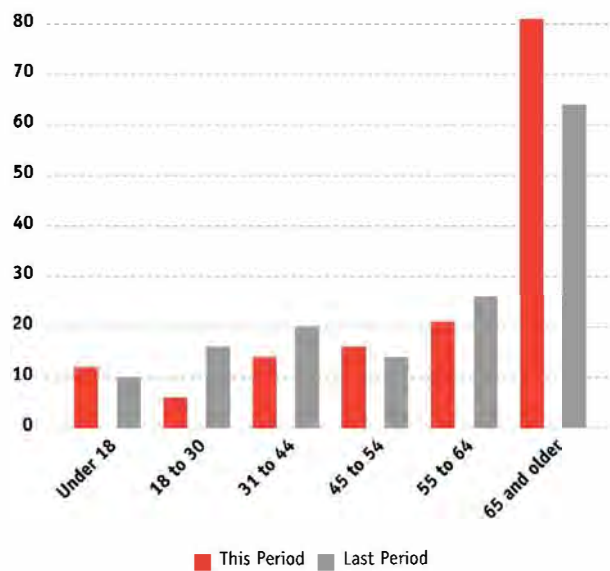




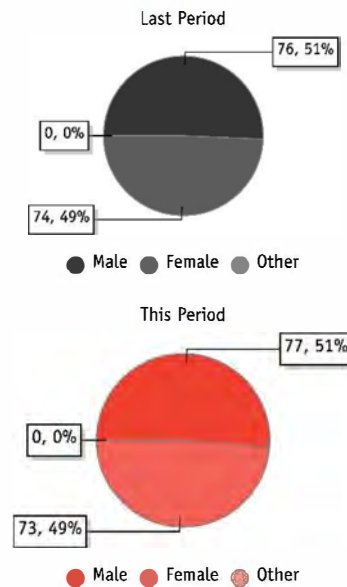
Demographics — This section provides demographic information about the patients who responded to the survey for the current and the previous periods. The information comes from the data you submitted. Compare this demographic data to your eligible population. Generally, the demographic

	Last Period				This Period			
	Total	Male	Female	Other	Total	Male	Female	Other
Under 18	10	5	5	0	12	7	5	0
18 to 30	16	9	7	0	6	4	2	0
31 to 44	20	11	9	0	14	8	6	0
45 to 54	14	9	5	0	16	9	7	0
55 to 64	26	13	13	0	21	12	9	0
65 and older	64	29	35	0	81	37	44	0
Total	150	76	74	0	150	77	73	0

Age Ranges



Gender



REMSA
August 1, 2021 to August 31, 2021



Monthly Breakdown

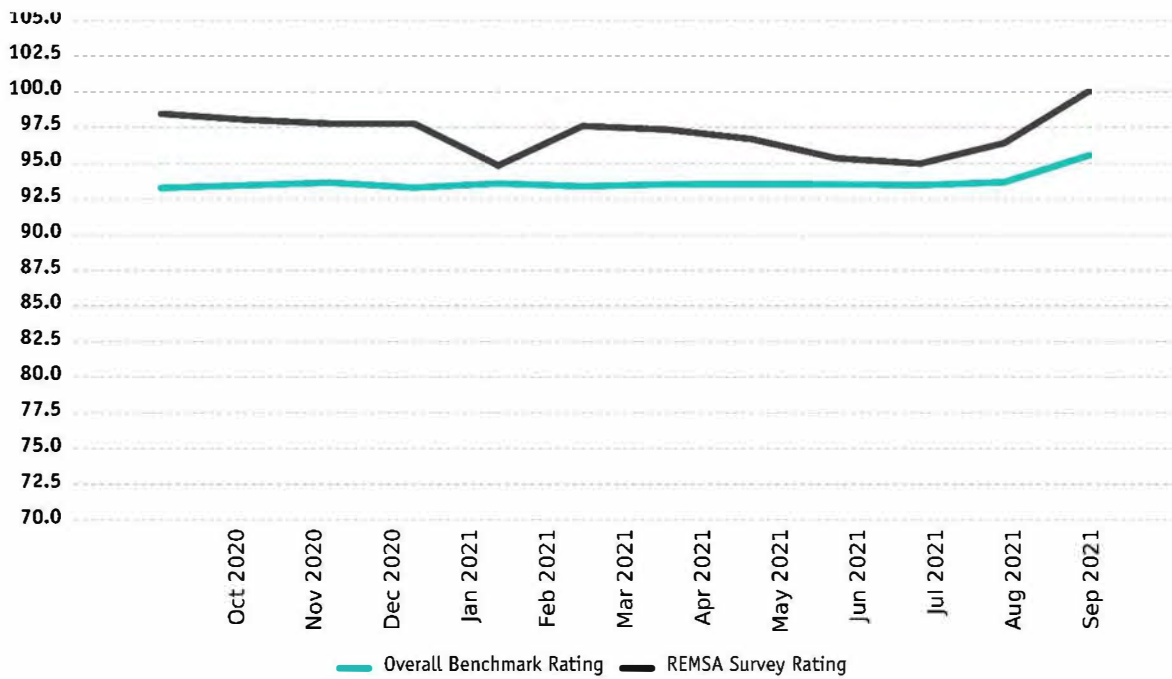
Below are the monthly responses that have been received for your service. It details the individual score for each question as well as the overall company score for that month.

	Sep 2020	Oct 2020	Nov 2020	Dec 2020	Jan 2021	Feb 2021	Mar 2021	Apr 2021	May 2021	Jun 2021	Jul 2021	Aug 2021
Helpfulness of the person you called for ambulance service	96.83	97.01	97.85	98.46	98.13	96.53	97.69	94.40	95.63	93.42	92.86	97.39
Extent to which you were told what to do until the ambulance arrived	96.79	96.88	97.83	98.45	98.13	96.26	98.36	94.40	96.25	94.20	92.74	97.58
Extent to which the ambulance arrived in a timely manner	94.26	97.68	98.04	96.53	97.96	95.11	98.37	96.43	95.04	93.89	93.93	92.23
Cleanliness of the ambulance	96.98	99.17	99.06	98.33	98.47	97.20	98.99	99.35	97.71	97.27	97.39	97.65
Skill of the person driving the ambulance	96.23	97.63	97.79	98.35	97.93	95.68	97.88	97.83	95.77	95.22	96.55	96.60
Care shown by the medics who arrived with the ambulance	96.80	99.00	97.51	97.83	97.64	94.83	97.82	98.17	98.15	95.68	95.81	97.15
Degree to which the medics took your problem seriously	96.73	99.50	98.33	97.32	97.64	95.00	97.48	98.15	98.31	95.65	95.01	97.32
Degree to which the medics listened to you and/or your family	96.36	99.31	97.99	96.96	97.29	94.05	97.43	97.93	97.41	95.05	94.41	96.72
Extent to which the medics kept you informed about your treatment	96.00	97.59	98.14	97.40	97.92	94.18	97.07	98.21	95.57	95.87	93.59	95.01
Extent to which medics included you in the treatment decisions (if	96.10	98.71	97.91	98.32	97.78	94.44	96.95	97.14	95.54	94.26	95.89	95.05
Degree to which the medics relieved your pain or discomfort	94.55	95.60	96.79	96.92	96.83	90.36	94.81	91.76	92.98	90.88	90.41	94.95
Medics' concern for your privacy	97.00	98.84	98.41	97.57	98.05	95.65	98.58	98.35	98.02	97.16	96.59	97.31
Extent to which medics cared for you as a person	97.49	98.94	98.33	97.97	96.96	95.27	97.97	99.00	98.63	96.99	96.15	97.96
Professionalism of the staff in our ambulance service billing office		100.00	100.00	100.00	100.00	100.00	85.00	93.75	75.00		81.25	100.00
Willingness of the staff in our billing office to address your needs		100.00	100.00	100.00	100.00	100.00	100.00	87.50	75.00		81.25	100.00
How well did our staff work together to care for you	97.31	99.12	98.49	98.00	97.83	95.21	97.28	98.97	98.44	96.92	96.55	97.50
Extent to which the services received were worth the fees charged	94.11	98.33	97.62	98.02	98.03	90.63	97.31	88.69	87.21	89.50	85.16	92.26
Overall rating of the care provided by our Emergency Medical Transportation	97.12	98.99	97.98	97.50	97.67	95.24	97.62	97.82	97.11	95.61	95.47	96.45
Likelihood of recommending this ambulance service to others	97.23	98.80	98.14	98.31	97.80	95.41	97.73	98.26	97.20	95.53	96.27	96.69
Your Master Score	96.42	98.44	98.03	97.76	97.76	94.85	97.59	97.34	96.69	95.36	94.98	96.41
Your Total Responses	150	150	150	150	150	150	150	150	150	150	150	150

REMSA
August 1, 2021 to August 31, 2021



Monthly tracking of Overall Survey Score



REMSA HEALTH GROUND AMBULANCE AUGUST 2021 CUSTOMER REPORT

	DATE OF SERVICE	DESCRIPTION/COMMENT	WHAT WAS DONE WELL BY REMSA HEALTH?	WHAT COULD WE DO TO BETTER SERVE YOU NEXT TIME?	ASSIGNED
1	05/14/2021		"POA said that the medics did a very good job and deserve a good report."		
2	05/15/2021	"POA said that the medics were kind. They did a beautiful job. They were very professional." "POA said they were very gentle with her mother. She had no complaints."			
3	05/15/2021	"The medics did a great job."	"The medics took care of him well. They did everything they needed to do, the right way."		
4	05/16/2021	"The medics were very nice."	"The transfer team was on time. They made her feel safe."		
5	05/16/2021		"The medics listened well."		
6	05/16/2021		"The medics did everything well."		
7	05/16/2021		"She appreciated the care that the medics gave her."		
8	05/17/2021	"Excellent"	"The medics were super compassionate and kind. That was much appreciated with what was going on."		
9	05/17/2021		"POA said that the medics did a good job getting her mother off the floor and keeping them both calm."		
10	05/17/2021	"Would highly recommend REMSA Health. They took good care of him."	"He appreciated the medic's ability to keep him calm and		

	DATE OF SERVICE	DESCRIPTION/COMMENT	WHAT WAS DONE WELL BY REMSA HEALTH?	WHAT COULD WE DO TO BETTER SERVE YOU NEXT TIME?	ASSIGNED
			comfortable. They made the ride and everything that went with it, very good. He was very satisfied."		
11	05/15/2021	"He felt that the medics were there for him." "The ambulance seemed older and basic. The cost seemed high."	"The people were good, seemed competent."		
12	05/17/2021	"POA said that the driver gets a six rating." "POA said that the medics were personable and attentive to her husband and her. They were fit for the job, but did not treat him like it was just a job. They were concerned about his pain. They were concerned for privacy." "POA said that the medics were a well-oiled machine, a good teamwork situation."	"POA said REMSA Health is a ten! The medics took care of their emotions, which were running high. They did over and above well with everything."		
13	05/17/2021		"POA said that the medics are very careful and gentle with her husband, due to his condition."		
14	05/17/2021		"The medics from the second ambulance took very good care of her, once they finally arrived."		
15	05/17/2021	"He would give REMSA Health a ten."	"REMSA Health is always very good!"		
16	05/17/2021	"The ambulance was very good."			
17	05/17/2021	"The driver took the bumpiest road to the hospital, when he could	"She appreciated the medics getting her to the hospital."		

	DATE OF SERVICE	DESCRIPTION/COMMENT	WHAT WAS DONE WELL BY REMSA HEALTH?	WHAT COULD WE DO TO BETTER SERVE YOU NEXT TIME?	ASSIGNED
		have taken the freeway. The ride caused a lot of pain." "The medics did a wonderful job."			
18	05/17/2021		"The medics started the IV well. They verified that she wanted to go to the hospital. The medics explained everything to her. They did a good job."		
19	05/19/2021	"The medics were wonderful."	"The medics treated her wonderfully. They were very good."		
20	05/19/2021		"The medics could not get the gurney into the bedroom, so they used a rolling chair. They were very gentle with her knees. They told her what they were doing, and where they were taking her. They were great."		
21	05/19/2021		"The medics took care of her and made sure she was okay during the ride. The medics were excellent. She is glad that the kind of care, that REMSA provides, is there for them."		
22	05/19/2021		"Father said that the medics were good at listening to them."		
23	05/19/2021	"Mother said that the medics were attentive, wonderful, kind and nice. They gave her daughter a	"Mother liked that the medics were prompt and fast."		

	DATE OF SERVICE	DESCRIPTION/COMMENT	WHAT WAS DONE WELL BY REMSA HEALTH?	WHAT COULD WE DO TO BETTER SERVE YOU NEXT TIME?	ASSIGNED
		breathing treatment to relieve her."			
24	05/19/2021	"He would rate REMSA Health a ten!"	"The medics did pretty well."		
25	05/15/2021	"The medics were very good as a team."	"She was very, very pleased with REMSA Health. She is glad she can depend on them. The medics were very professional. They knew their business."		
26	05/19/2021	"They were very careful with her, she had dislocated her elbow and it was sticking out 2 inches. They quickly got her to the hospital" "They were professional, friendly, nice, and all around perfect. I can't say enough great things about them! I do not know what I would have done without them, thank you!!"		"No, they were perfect like I said. Very cautious, caring and skilled."	
27	05/19/2021			"All the way around they were great could not be any better. Thank you!"	
28	05/03/2021	"They were very gentle leading me down the stairs the doorway was too narrow to bring a chair or gurney in." "When I came to, they were taking excellent care of me. They were gentle, kind and very, very skilled professionals. I could go on and on."		"They were tremendous, I was very happy with the care, and kindness, they went above and beyond to make sure I was comfortable."	
29	05/21/2021	"I had a very skilled team." "They were very skilled, knew exactly what to do."		"Nothing, they were very good, they came promptly and they	

	DATE OF SERVICE	DESCRIPTION/COMMENT	WHAT WAS DONE WELL BY REMSA HEALTH?	WHAT COULD WE DO TO BETTER SERVE YOU NEXT TIME?	ASSIGNED
		"They worked well with the hospital to transfer all my information."		were caring."	
30	05/21/2021	"The hospital made the call for the transfer"		"The transfer was great. The paramedics were great. Thank you for providing me this service."	
31	05/21/2021	"I was not the one who called." "I was very satisfied with how well they cared for me."		"Nothing, the team was excellent and I felt very cared for."	
32	05/21/2021	"I was in and out of it, did not see around ambulance" "They got me there quickly and took very good care of me."		"I arrived safely and I think they are wonderful."	
33	05/18/2021	"My husband called." "My team was fantastic so caring with the lv... it went right in, he made me feel very self-assured and until they called it into dispatch I was not even worried because of all the professional care I was shown. When I say these were amazing paramedics, I mean they were amazing."	"Everything they did for me that day, I cannot believe the kindness I was shown."	"Nothing, I had the most perfect paramedics!!!"	
34	05/21/2021	"My husband called" "I did not feel cared for much."		"They were told not to put on the sirens and because of that they made it feel like they did not take my problem seriously."	YES
35	05/21/2021	"The hospital called both times as it was a transfer. Both times the staff was polite and professional." "Both times they worked well together. No		"That day I went twice and their service was excellent. Thank you."	

	DATE OF SERVICE	DESCRIPTION/COMMENT	WHAT WAS DONE WELL BY REMSA HEALTH?	WHAT COULD WE DO TO BETTER SERVE YOU NEXT TIME?	ASSIGNED
		complaints at all."			
36	05/20/2021	"They were very good."		"The paramedics were wonderful."	
37	05/20/2021	"I have used them many times and have not had any issues with my service."		"They are always very good and very attentive to my needs."	
38	05/16/2021		"Patient stated the medics paid attention to details and were able to work with the odd situation at hand."		
39	05/18/2021		"Patient noted he does not really remember the event, but his family told him he was very well cared for. Patient noted the fact that they were there for him and got him safely to the hospital meant a lot."		
40	05/18/2021		"Patient stated the medics and other medical personnel always work well together."		
42	05/20/2021		"Father took the survey regarding his minor son. He stated the transition between the ambulance medics and the flight medics was smooth."		
43	05/23/2021		"Patient stated, ""Thank you for the service."""		
44	05/23/2021		"Patient stated she did not remember the event. However, her		

	DATE OF SERVICE	DESCRIPTION/COMMENT	WHAT WAS DONE WELL BY REMSA HEALTH?	WHAT COULD WE DO TO BETTER SERVE YOU NEXT TIME?	ASSIGNED
			husband had glowing compliments about the care. The medics were informative, thorough and arrived quickly."		
45	05/23/2021		"Patient stated everything was done well and the ambulance arrived incredibly fast. Patient stated he wants to drop off a gift basket to show his appreciation."		
46	05/22/2021		"Patient stated he was very impressed with the care. The medics appeared well-trained, knowledgeable and professional."		
47	05/22/2021		"The driver was very careful. Vehicles weren't letting the ambulance over so he already had a Plan B to take another exit. He didn't want to be a danger and force his way into the exit lane with all of the construction going on. The patient said he felt safe."		
48	05/22/2021	"Caring and concerned with his wellbeing" "The driver was new, but did a spectacular job." "The medic did a gentle job starting the IV. He did a perfect job." "The medics had compassion. They were also able to calm his son	"REMSA Health deserves a 20 out of 10 for a rating. They go above and beyond."		

	DATE OF SERVICE	DESCRIPTION/COMMENT	WHAT WAS DONE WELL BY REMSA HEALTH?	WHAT COULD WE DO TO BETTER SERVE YOU NEXT TIME?	ASSIGNED
		and girlfriend down too."			
49	05/24/2021	"The roads were bad, but the driver made it as comfortable as possible."	"The medics did everything well. They came in, checked her out and asked questions. No complaints."		
50	05/22/2021	"The medics did an excellent job."	"The medics took care of her very well, as she was not completely aware of what was going on."		
51	05/22/2021		"Mother said that the medics definitely helped put her at ease. The medics gave her son a toy bear to make him feel better."		
52	05/24/2021		"The medics were very compassionate, calming and professional. They did a really good job."		
53	05/24/2021		"The medics found her problem right away."		
54	05/22/2021	"The medics deserve a ten for getting him to the hospital quickly and making sure he was not in pain."	"The medics did well relieving his pain and suffering. They got that done quickly."		
55	05/22/2021		"The medics had good attitudes."		
56	05/24/2021	"He appreciated the help from the medics."	"The medics noticed he was intoxicated and took that in consideration when treating his injury. They		

	DATE OF SERVICE	DESCRIPTION/COMMENT	WHAT WAS DONE WELL BY REMSA HEALTH?	WHAT COULD WE DO TO BETTER SERVE YOU NEXT TIME?	ASSIGNED
			noticed he was also in pain and helped him with that."		
57	05/26/2021		"Patient stated everything was excellent. She also noted the pain relief really helped."		
58	05/25/2021		"Patient stated that when she woke up the medics were caring for her. They worked as a professional team and were very caring. She is very happy with the service."		
59	05/26/2021		"Patient stated this was his first ambulance experience. The medics quickly got him on the gurney and started an IV. Everything seemed very smoothly coordinated."		
60	05/26/2021		"Everything was done well."		
61	05/25/2021		"Patient stated REMSA Health has always done right by him. Everything is done well and he is well cared for."		
62	05/25/2021	"The medics were caring and compassionate, but one of the medics snagged her cup out of her hand."	"The medics kept her safe. They were helpful and kept her comfortable."		

	DATE OF SERVICE	DESCRIPTION/COMMENT	WHAT WAS DONE WELL BY REMSA HEALTH?	WHAT COULD WE DO TO BETTER SERVE YOU NEXT TIME?	ASSIGNED
63	05/25/2021		"The medics made her feel quite comfortable and got her to the hospital quickly."		
64	05/25/2021	"The medics deserve a ten, they were great."	"The medics were quick to respond and take care of her."		
65	05/25/2021	"The operator was very professional." "The ambulance was well organized and clean. The driver was good." "The medics were good at working together to get the gurney into his room."	"The medics were on the level and good at keeping him focused on positive things."		
66	05/29/2021		"He appreciated the friendliness of the medics."		
67	05/29/2021		"The medics worked together well. One medic seemed more experienced than the other."		
68	05/29/2021	"The medics did a really good job."	"The medics took good care of him while transporting him to the hospital."		
69	05/29/2021		"The medics made her comfortable."		
70	05/29/2021		"The medics were with him all the way to the hospital room."		
71	05/26/2021	"The ride was really bumpy."	"The medics took the situation at face value and got her to the hospital."		
72	05/26/2021	"The medics jumped right on helping him with his discomfort. Every step of	"The medics eliminated his chest pain. They worked hard all the		

	DATE OF SERVICE	DESCRIPTION/COMMENT	WHAT WAS DONE WELL BY REMSA HEALTH?	WHAT COULD WE DO TO BETTER SERVE YOU NEXT TIME?	ASSIGNED
		the way, the medics told him what they were doing."	way to the hospital."		
73	05/27/2021	"The medics did a wonderful job." "The medics were great."	"The medics respected her, even though she is a younger person."		
74	05/27/2021	"The medics were great. They came to visit her a couple of times, later on, in the hospital."	"The medics did everything well. They got her to the hospital quickly."		
75	05/27/2021		"The medics were kind and courteous."		
76	05/27/2021	"POA said that the medics were kind and reassuring. That helped a lot."	"POA said that the medics were really careful with him. They got him gently onto the gurney."		
77	05/27/2021		"The medics were polite."		
78	05/30/2021		"POA said that the medics were compassionate."		
79	05/30/2021	"POA said that the medics live up to everything they say they are." "POA said that they think the Silver Savers is a great program."	"POA said that the service was wonderful. The medics assured him that they would get him to the hospital on time. The medics listened to him, and joked with him."		
80	05/31/2021		"Everything was done well."		
81	05/31/2021		"Patient noted she is a regular customer and she is always well cared for."		

	DATE OF SERVICE	DESCRIPTION/COMMENT	WHAT WAS DONE WELL BY REMSA HEALTH?	WHAT COULD WE DO TO BETTER SERVE YOU NEXT TIME?	ASSIGNED
82	05/31/2021		"The ambulance arrived quickly after the patient called."	"The medics had some trouble with the stretcher at first."	
83	05/28/2021		"Mother took the survey regarding her minor son. She said everything was done well and both parents are very pleased with the care."		
84	05/31/2021		"Those guys were great."		
85	05/31/2021		"Mother completed the survey regarding her minor son. She stated everything was done well, she did not ride in the ambulance that day. The breathing treatments were very helpful."		
86	05/28/2021		"Patient noted he was a little out of it so he can't answer all of the questions. However, he said he felt confident in the medics and they were very professional."		
87	05/28/2021		"The father took the survey regarding his minor daughter. He did ride in the ambulance and was very pleased with the cleanliness and care."		

	DATE OF SERVICE	DESCRIPTION/COMMENT	WHAT WAS DONE WELL BY REMSA HEALTH?	WHAT COULD WE DO TO BETTER SERVE YOU NEXT TIME?	ASSIGNED
88	05/17/2021		"Mother took the survey regarding her six month old son. She stated the medics were extra-gentle and made sure he was safely strapped in for the ride."		
90	06/14/2021			"Our experience with REMSA Health was very good all around."	
91	06/01/2021	"Very good, courteous."		"They were absolutely wonderful, smart, skilled, professional, and very caring. You really could not have sent a better team, they should all be told how great they are and how much I appreciated all their kindness and help."	
92	06/01/2021	"My husband was very well cared for. REMSA Health is the best every time we have used them. They go above and beyond and I can't thank them enough!"		"Nothing, they were wonderful with my husband and made us feel at ease."	
93	06/01/2021	"Right from the beginning the dispatcher was very courteous and knew just what to do." "I can't say enough great things about this service and I am very fortunate to have had such great paramedics. They truly were tremendous."		"No, there is no way I can thank them enough they helped me so much I am very grateful."	
94	06/01/2021	"Dispatcher was excellent" "They used Fentanyl for my pain, I can't use that, but there isn't much dialog you	"You have the most perfectly trained staff I really can't say enough about how much I	"I can't say enough great things. I have used their services in the last 12 years and	

	DATE OF SERVICE	DESCRIPTION/COMMENT	WHAT WAS DONE WELL BY REMSA HEALTH?	WHAT COULD WE DO TO BETTER SERVE YOU NEXT TIME?	ASSIGNED
		can have while having a heart attack."	appreciated them. Over these years. They are professional, well trained staff."	they are perfect. I just wish the hospital was as good as they are."	
95	06/01/2021			"They were very good, could not be any better! Treated me with care and professionalism."	
96	06/02/2021		"Patient stated he is on the Silver Savers plan and he is very happy."		
97	06/02/2021		"Patient stated the medics were great in every aspect."		
98	06/02/2021		"Patient stated the medics did everything just as they were supposed to."		
99	06/03/2021		"Medical POA took the survey, everything went smoothly."		
100	06/03/2021		"Everything was done well."	"The ride was a little bit bumpy."	
101	06/04/2021		"Everything was done well."		
102	06/04/2021		"The ambulance service got her safely to the hospital."	"Better IV placement...that one hurt."	

	DATE OF SERVICE	DESCRIPTION/COMMENT	WHAT WAS DONE WELL BY REMSA HEALTH?	WHAT COULD WE DO TO BETTER SERVE YOU NEXT TIME?	ASSIGNED
103	06/03/2021		"Patient stated everything was done well. They calmed her down and took the situation seriously."		
104	06/03/2021		"Patient stated the medic's teamwork was like a dream team. She has always been happy with the REMSA Health care."		
105	06/03/2021			"They were perfect. I would rate them a 10 and higher could not be any better."	
106	06/05/2021	"The medics were caring, amazing and lifesaving."			
107	06/05/2021		"She felt well cared for. She was comfortable, and did not feel afraid."		
108	06/03/2021	"She felt her portion of the bill was reasonable."	"The medics kept her calm by talking to her. They explained everything to her. They were comforting."		
109	06/03/2021	"The driver was kind of rough. He was very stern. He was a great driver though."	"The medics got her up into a bed where she could lay down. A medic talked to her, and got her calmed down."		YES
110	06/03/2021	"The ambulance came very quickly." "The medics were very courteous."	"The medics did everything very well."		
112	06/03/2021	"Definitely would recommend."	"The medics were courteous, on time and quick. They listened to instructions. The medics made sure he		

	DATE OF SERVICE	DESCRIPTION/COMMENT	WHAT WAS DONE WELL BY REMSA HEALTH?	WHAT COULD WE DO TO BETTER SERVE YOU NEXT TIME?	ASSIGNED
			was okay and safe during the transport."		
113	06/03/2021		"Everything was fine. The medics explained everything in a way she could understand. She liked the way the medics took care of her."		
114	06/03/2021		"The medics did a very good job. They took care of her well and provided good service."		
115	06/06/2021		"The medics comforted him. They made it easy for him to understand them, as he does not speak English well. The medics helped him with his pain."		
116	06/06/2021		"The medics were very professional, dedicated and worked very well with him."		
117	06/07/2021	"The medics treated him great and like a person." "Everything was excellent. The medics get ten ratings across the board!"			
118	06/07/2021	"The medics told her everything that they were doing." "Everyone involved deserves an absolute 5+! All of the medics were first class."	"The medics did everything very well. They got her down the stairs very well with a chair."		
119	06/07/2021		"The medics did their jobs very well."		

	DATE OF SERVICE	DESCRIPTION/COMMENT	WHAT WAS DONE WELL BY REMSA HEALTH?	WHAT COULD WE DO TO BETTER SERVE YOU NEXT TIME?	ASSIGNED
120	06/07/2021		"Mother said her son thought that the medics were very kind and compassionate."		
121	06/07/2021		"POA said that he had no complaints. He would rather go to the hospital this way, than any other way."		
122	06/08/2021	"The medics did a good job taking him from one hospital to another."			
123	06/08/2021	"The medics did a superb job."	"Guardian said that the medics got her calmed down. They were soothing and made her feel comfortable."		
124	06/09/2021		"The medics helped him with his pain. They talked to him to get his mind off of his problems. They made him feel a lot better."		
125	06/09/2021	"The medics were very professional."			
126	06/08/2021		"POA said the medics did a good job loading him and bringing him to the hospital."		
127	06/08/2021	"The medics were very professional and polite. They handled his needs very well. They asked him the correct questions."	"The medics asked the appropriate questions. They tried to make sure he understood what happened to him."		

	DATE OF SERVICE	DESCRIPTION/COMMENT	WHAT WAS DONE WELL BY REMSA HEALTH?	WHAT COULD WE DO TO BETTER SERVE YOU NEXT TIME?	ASSIGNED
128	06/08/2021		"The medics gave very good care."		
129	06/10/2021		"The medics put him on the stretcher really quick and got him transported."		
130	06/10/2021		"The medics picked her up and got her to the hospital."		
131	06/11/2021		"The medics did alright."	"He said the medics did not listen that well."	YES
132	06/11/2021	"The medics were great."	"The medics talked with each other and talked with her. She liked how they wrote on their gloves to remember things. The medics were kind to her eleven year old daughter and kept her calm too."		
133	06/10/2021	"The medics were great."	"The medics were all nice and efficient."		
134	06/11/2021	"Very nice."	"The medics were both very quick. They talked with her about options. They encouraged her to go to the hospital. They gave her very good care."		

	DATE OF SERVICE	DESCRIPTION/COMMENT	WHAT WAS DONE WELL BY REMSA HEALTH?	WHAT COULD WE DO TO BETTER SERVE YOU NEXT TIME?	ASSIGNED
135	06/11/2021		"The medics made sure she was kept warm."	"Please have the survey done sooner, so older people can remember more."	
136	06/11/2021	"Very nice driving."	"The medics were polite. They talked to her. They did very well."		
137	06/11/2021	"Helpful operator." "The medics did their job, but were very bland about it." "The medics were professional, but not enthusiastic about their job."			
138	06/12/2021		"Patient stated REMSA Health has always been wonderful in everything they do. She is very satisfied and happy."		
139	06/12/2021		"Patient noted the medics were professional."	"The ambulance had a little bit of trouble finding the location."	
140	06/12/2021		"The mother took the survey regarding her minor daughter. She specifically noted how quickly the ambulance arrived. She was only able to answer part of the questions before she had to leave for a medical teleconference."		
141	06/12/2021		"Patient wanted to say 'Thank You' to the medics for being there for her."		

	DATE OF SERVICE	DESCRIPTION/COMMENT	WHAT WAS DONE WELL BY REMSA HEALTH?	WHAT COULD WE DO TO BETTER SERVE YOU NEXT TIME?	ASSIGNED
142	06/30/2021	"They were kind and so courteous. They were tremendous, and very excellent!"		"Nothing, every time they show us the upmost care and respect. They were excellent and really could not be any better."	
143	06/30/2021			"They were great! Really could not be any better!"	
144	06/30/2021			"Everything was perfect, could not have had a better crew."	
145	06/30/2021	"They were caring, and in my opinion REMSA Health has the best paramedics."		"They were simply amazing and could be no better."	
146	06/30/2021			"The guy who did my IV was excellent, he put my IV in instantly and they continued to use the same one for 3 days because he had done such an amazing job. He was extremely skilled. REMSA Health could not be any better!"	
147	06/30/2021	"My husband was treated so well."	"I was greatly satisfied with the excellent service REMSA Health provides as they are the best."	"No, they were absolutely perfect! I can't say enough good things about them!"	

	DATE OF SERVICE	DESCRIPTION/COMMENT	WHAT WAS DONE WELL BY REMSA HEALTH?	WHAT COULD WE DO TO BETTER SERVE YOU NEXT TIME?	ASSIGNED
148	06/30/2021			"They were okay, I just wish they had kept me more informed about what was happening to my son."	YES
149	06/30/2021			"They were good this time, a couple weeks later though the lady who picked me up would not listen to me about turning and ended up down the bumpiest road, which was horrible on my back especially because I have back problems. Overall the service has been nice."	
150	06/29/2021			"They were very good, the only way they could be better is if they brought lottery tickets."	
FOLLOW UP					
34	9/2/21 1403, left a message for pt. Stacie 9/4/21 1253, left a message for pt. No further, closed ticket. Stacie				
109	9/2/21 1535, left a message for pt. Stacie 9/4/21 1225, spoke with the pt., she was very nice, told me she really did not have any problems with the crew, she did not remember too much. I thanked her for her time. No further, Stacie				
131	9/2/21 1500, I talked with the pt. He was very nice, he told me he did not have any problems with the crew that day. Told me he does not remember a lot of things and says a lot of things. I thanked him for talking to me. No further, Stacie				
148	9/2/21 1517, I left a message for the pts parents to call me if they had problems with REMSA Health from the airport to the hospital. I also left information for Reach Air Ambulance if they wanted to talk to them. No further, Stacie				



AUGUST 2021

REMSA HEALTH AND CARE FLIGHT PUBLIC RELATIONS REPORT



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

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

PUBLIC & COMMUNITY RELATIONS



KTVN HIGHLIGHTS CALLING 911 DURING THE PANDEMIC

Adam Heinz interviewed with KTVN to remind the community that it is still safe for patients experiencing life-threatening emergencies to call 911.

CALLING 911 DURING PANDEMIC

- REMSA: Still safe to call 911 for life-threatening emergencies like cardiac arrest or loss of consciousness
- People with COVID-19 symptoms should call their doctor or go to urgent care



PUBLIC & COMMUNITY RELATIONS

KTVN INTERVIEWS AARON ABBOTT ABOUT SMOKE IN WASHOE COUNTY

The news station spoke with Aaron about the increase in 911 calls when the air quality is considered unhealthy due to smoke from recent wildfires. Aaron stated that REMSA Health sees an increase in calls on these days for respiratory issues. He mentioned staying inside, wearing a mask and checking your home air filters are important to limit exposure to smoke.



NEWS WATCH LIVE VID

WEATHER

REMSA Sees Increase In Calls During Smoky Weather

The smoke outside is still very thick, making the air unhealthy for sensitive groups.

Wednesday, August 11th 2021, 7:52 PM PDT

Updated: Wednesday, August 11th 2021, 7:56 PM PDT



PUBLIC & COMMUNITY RELATIONS

JERRY OVERTON VISITS REMSA HEALTH

Jerry Overton, President of the International Academies of Emergency Dispatch, visited REMSA Health and presented to a group of invited guests including regional first response partners, physicians, EMS oversight, regional dispatch center managers, as well as elected and appointed officials about the state of emergency dispatch for medical, fire and law enforcement agencies. REMSA Health was honored to host Mr. Overton.



REMSA Health is seeing a 200% increase at their call center - most, for non-emergency situation - and it's putting a strain on the entire system.

"People are still having cardiac arrest, chest pain, and when we see those lower-acuity patients taking those resources, it's putting major strains on the system and creating longer response times because the resources aren't there anymore," said Jerry Overton, President of International Academies of Emergency Dispatch. "The lower-acuity patients are suffering because they're not getting the care they really need, and the high-acute patients are suffering because they need that ambulance there within four to eight minutes."



PUBLIC & COMMUNITY RELATIONS

REMSA HEALTH CELEBRATES NATIONAL WELLNESS MONTH

In honor of National Wellness Month, REMSA Health has held a big giveaway to employees of items and gift cards to help promote a healthy lifestyle. The organization's Peer Support Team also sent out a company-wide email for 14 days on daily focus points presented by First Responders are Human.



{All Users} National Wellness Month: First Responders Are Human Series - Day 1 Inbox

Peer Support Information <peersupportinfo@remsa-cf.com> Aug 15, 2021, 9:00 AM
to bcc: allusers

August is National Wellness Month which reminds us to focus on self-care, manage stress, and promote healthy routines, which are extra important for first responder wellness. Over the next two weeks, the Peer Support Team will be sharing daily focus points presented by First Responders are Human, a collaboration of first responders and healthcare experts. The First Responders are Human event encourages participants to engage in one physical activity each day for the two week presentation and they share one daily resiliency tool aimed at helping on and off duty.





**REMSA Health 2021-22 Penalty Fund Reconciliation as of
July 31, 2021**

2021-22 Penalty Fund Dollars Accrued by Month

Month	Amount
July 2021	21,525.93
August 2021	
September 2021	
October 2021	
November 2021	
December 2021	
January 2022	
February 2022	
March 2022	
April 2022	
May 2022	
June 2022	
Total Penalty Fund Dollars Accrued	\$21,525.93

2021-22 Penalty Fund Dollars Encumbered by Month

Program	Amount	Description	Submitted

Total Encumbered as of 07/31/2021 _____ **\$0.00**

**Penalty Fund Balance at
07/31/2021** _____ **\$21,525.93**



**REMSA INQUIRIES
AUGUST 2021**

No inquiries for August 2021.

**District Board of Health Staff Report
Board Meeting Date: September 23, 2021**

DATE: September 3, 2021
TO: District Board of Health
FROM: Neil Krutz, Chair EMS Advisory Board
nkrutz@cityofsparks.us
SUBJECT: Emergency Medical Services Advisory Board Update.

The EMS Advisory Board (EMSAB) met on August 5, 2021. Highlights include:

Approval of the revisions to the REMSA Exemption Guidelines

The EMS Oversight Program and REMSA worked to revise the 2016 Exemption Guidelines. The revisions were made to better define the criteria used by the District Health Officer (DHO) for approval of late call exemptions requested by REMSA Health.

Previous exemption criteria approved in 2016 was recommended to be updated to better meet the needs of the current EMS system. The EMS Oversight Program and REMSA Health recommended language to:

- Account for impacts to response times due to road construction projects, which may cause intermittent road or lane closures.
- Activate the Multi Agency Evacuation Agreement (MAEA) plan to accomplish emergency evacuation of hospitals.
- Change due dates for exemption requests to meet a five-day deadline for all requests (previous was either three or five days, depending on the specific circumstance).
- Better define exemption criteria for local, state, or federal declared emergencies that also accounts for recovery phases of a response and local disaster responses.

The Board moved to approve all changes recommended with the exception of the language regarding construction and declared emergencies. The Oversight Program will continue to work with REMSA to revise the language for those two items and bring it back to EMSAB for possible approval and recommendation for possible approval by the DBOH.

Agency updates:

Staff reports from agency partners were provided by the EMS Oversight Program, REMSA, City of Sparks Fire and Truckee Meadows Fire Protection District. Agencies provided updates on, Data Performance, Community Relations, EMS Operations, EMS Planning and COVID-19.

CAD-to-CAD Update:

City of Reno was unable to attend to present the update, however a staff report and supplemental information was provided for the Board packet. In summary, On July 1, 2021, representatives from City of Reno and REMSA met to discuss obstacles preventing implementation. Both agencies agreed on the issues that needed to be addressed due to liability and procedural burden, and developed new strategies that may allow the project to move towards implementation. The strategies include: 1) Evaluate the current mapping systems and GIS databases to determine if and how to combine or utilize a single mapping source and 2) Evaluate if the CAD-to-CAD solution can be adapted to transmit less information to avoid the unauthorized release of confidential information. Both City of Reno and REMSA representatives agreed to meet regularly to discuss any progress or amend the strategies. Project implementation, including the Official Go-live, are postponed at this time. Once the stated issues are resolved then implementation may proceed, starting with agency training and finally setting an official Go-Live date.

Staff Report
Board Meeting Date: September 23, 2021

TO: District Board of Health

FROM: Michael Touhey, Senior Environmental Health Specialist
775-328-2698, mtouhey@washoecounty.us

THROUGH: Erin Dixon, EHS Division Director
775-328-2644, edixon@washoecounty.us

SUBJECT: Review, discussion and possible adoption of the Business Impact Statement regarding Proposed Amendments to the Regulations of the Washoe County District Board of Health Governing Food Establishments for the addition of provisions from the Supplement to the U.S. Food and Drug Administration Model Food Code, Catering Operations, Make-up of the Food Protection Hearing and Advisory Board, as well as minor edits and formatting corrections, with a finding that the revised regulations do not impose a direct and significant economic burden on a business; nor do the revised regulations directly restrict the formation, operation or expansion of a business; and set a public hearing for possible adoption of the proposed revisions to the Regulations for October 28, 2021 at 1:00 pm.

SUMMARY

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

District Health Strategic Priorities supported by this item:

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

PREVIOUS ACTION

The Washoe County District Board of Health last approved amendments to the Regulations on July 25, 2019.

BACKGROUND

The Food Safety Program is continuously striving to enhance the quality of services provided to the public and promote active managerial control of risk factors most commonly associated with foodborne disease in food establishments. With the direction of the Board, the regulations were amended to add

term limits to members serving on the Food Protection Hearing and Advisory Board. Since the last regulation update in 2019, the FDA published the 2017 Food Code Supplement. Amendments were added from the supplement document to maintain our conformance with the FDA Program Standards. Below is a summary of the revisions that are being proposed to the Regulations:

- Incorporate additional provisions from the most current version of the U.S Food and Drug Administration (FDA) Supplement to the Model Food Code.
- Addition of term limits for members serving on the Food Protection Hearing and Advisory Board (FPHAB).
- New Chapter pertaining to Catering Operations.
- Minor edits and formatting corrections.

A summary of changes document is attached for reference and a link to the final version of the proposed revisions can be found at:

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

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

In an effort to provide an overview of the proposed regulation revisions and inspection process, answer questions, and receive input from interested persons, two public workshops were held on September 7th, 2021 and September 9th, 2021. Additionally, one workshop was held via Zoom on September 9th, 2021. The following methods were used to provide notice of the proposed regulatory revisions:

- A total of 3,048 notices were mailed to permit holders, giving notice of the proposed regulatory revisions and offering methods of providing input.
- Workshop and hearing announcements and a copy of the proposed Regulations were posted on the Health District website.

A total of 12 individuals attended the workshops – three attendees on September 7th and nine attendees combined at both sessions on September 9th. Attendees included food establishment operators and business owners.

Subject: Adoption of BIS for Proposed Amendments to the Regulations of the Washoe County District Board of Health Governing Food Establishments
Date: September 23, 2021
Page 3 of 3

The workshops included a presentation on the specific proposed regulatory changes. Discussion occurred and no negative comments were received. All attendees seemed accepting of the proposed regulatory changes. A copy of the PowerPoint presentation is attached for reference.

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

FISCAL IMPACT

There is no fiscal impact from the Board adopting the Business Impact Statement for the proposed revisions to the Regulations.

RECOMMENDATION

Staff recommends the Washoe County District Board of Health review, discuss and adopt the Business Impact Statement regarding Proposed Amendments to the Regulations of the Washoe County District Board of Health Governing Food Establishments for the addition of provisions from the Supplement to the U.S. Food and Drug Administration Model Food Code, Catering Operations, Make-up of the Food Protection Hearing and Advisory Board, as well as minor edits and formatting corrections, with a finding that the revised regulations do not impose a direct and significant economic burden on a business; nor do the revised regulations directly restrict the formation, operation or expansion of a business; and set a public hearing for possible adoption of the proposed revisions to the Regulations for October 28, 2021 at 1:00 pm.

POSSIBLE MOTION

Should the Board agree with staff's recommendation, a possible motion would be "Move to adopt the Business Impact Statement regarding Proposed Amendments to the Regulations of the Washoe County District Board of Health Governing Food Establishments for the addition of provisions from the Supplement to the U.S. Food and Drug Administration Model Food Code, Catering Operations, Make-up of the Food Protection Hearing and Advisory Board as well as minor edits and formatting corrections, with a finding that the revised regulations do not impose a direct and significant economic burden on a business; nor do the revised regulations directly restrict the formation, operation or expansion of a business; and set a public hearing for possible adoption of the proposed revisions to the Regulations for October 28, 2021 at 1:00 pm."

BUSINESS IMPACT STATEMENT

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

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

Informational postcards were sent to all current permit holders that could be impacted by the proposed revisions to the Regulations. Notice of the proposed Regulation Amendment public hearing was posted in the Reno Gazette Journal on Aug 24, Aug 31-and Sept 7-2021. The proposed Regulations were posted on the Health District website and three different public workshops were held on September 7 and 9, 2021 to solicit feedback. One of the workshops was held via Zoom and had the highest attendance.

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

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

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

Adverse effects:

No public comment was received (verbal or written) indicating concern for significant financial impacts to businesses.

Potential impacts:

Additional requirement for temporary food vendors to provide trash receptacle adjacent to handwashing area for waste disposal.

Additional requirements for facilities conducting specialized process to provide additional information in their HACCP plan such as, ingredients, recipes or formulations, materials and equipment used in the preparation of each specific food

Beneficial effects:

Facilities will have more options when conducting special processes such as cook-chill or when using time as a public health (TPHC) control procedures in their facilities.

Mobile food unit regulations are less restrictive and will increase options and variety in types of businesses allowed.

The Food Protection Hearing Advisory Board will now have term limits for members. Members who do not actively participate in the Board can be removed.

Clean-up language provides increased transparency and clarification in regulations.

Direct effects:

The passage of these regulations will require certain food establishments to adhere to additional requirements for offsite catering operations. Facilities were already required to submit an operational plan that covered all items now in regulation. Additional regulatory requirements add clarity and consistency to catering operations.

Indirect effects:

The proposed revisions to the regulations reflect the most current science and knowledge available and provide effective controls for reducing the risk of foodborne illness within food establishments. As a result, consumers will be protected from potentially devastating health consequences, and the food service industry will be protected from potential financial losses.

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

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

4. The governing body estimates the annual cost to the local government for enforcement of the proposed rule is:

Once the Regulations are fully implemented there is no increase in anticipated annual cost as the work is already being conducted. There will be a minor increase in staff time spent working with food handlers and operators transitioning to the new Regulations.

5. (If applicable, provide the following:) The proposed rule provides for a new fee or increases an existing fee and the total annual amount expected to be collected is:

No new fees as part of the Regulations.

6. The money generated by the new fee or increase in existing fee will be used by the local government to:

No new fees as part of the Regulations.

7. (If applicable, provide the following:) The proposed rule includes provisions that duplicate or are more stringent than federal, state or local standards regulating the same activity. The following explains when such duplicative or more stringent provisions are necessary:

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

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

Kevin Dick, District Health Officer

Date

Summary of Changes

WCHD Food Regulation Revision 2021

Blue = New language Red = Deleted language

Definitions:

010.070 **“Catering operation” defined.** “Catering operation” means a food service that is conducted by a permitted food establishment where food is served, or limited food preparation is conducted, at a location other than its permitted location in either of the following circumstances:

- A. As part of a contracted offsite food service event; or
- B. When operating in conjunction with a host facility with direct food sales.
- C. “Catering operation” includes the following types of service:
 - 1. Self service, where consumers serve themselves (i.e., buffet, appetizer and/or dessert tables) and the operation is monitored by catering staff; or
 - 2. Served meals, where catering staff serve consumers by means of plated meals, buffet, carving, or cooking stations requiring catering staff to remain as attendants during the operation.
- D. “Catering operation” does not include either of the following circumstances:
 - 1. Food ordered as takeout or delivery from a food facility, where the food is provided to the consumer for self-service;
 - 2. Food delivered to an event in all disposable containers or equipment that does not require staff to remain on site, or return to the site, for service; or
 - 3. A food facility that is participating as part of a “special event” as defined in Section 010.825.

010.440 ~~**“Injected” defined.** “Injected” means manipulating a meat so that infectious or toxigenic microorganisms may be introduced from its surface to its interior through tenderizing with deep penetration or injecting the meat such as by processes which may be referred to as “injecting,” “pinning,” or “stitch pumping.”~~

“Intact Meat” defined . Means a cut of whole muscle(s) meat that has not undergone comminution, mechanical tenderization, vacuum tumbling with solutions, or reconstruction.

010.483 **“Mechanically Tenderized” defined.** Means manipulating meat by piercing with a set of needles, pins, blades or any mechanical device, which breaks up muscle fiber and tough connective tissue, to increase tenderness. This includes injection, scoring, and processes which may be referred to as “blade tenderizing,” “jaccarding,” “pinning,” or “needling.”

Regulation Updates:

050.330 Time as a public health control

Time – maximum up to 4 hours

- A. If time without temperature control is used as the public health control up to a maximum of four (4) hours:
 1. Except as specified in (B) (2), the food shall have an initial temperature of 41°F (5°C) or less when removed from cold holding temperature control, or 135°F (57°C) or greater if removed from hot holding temperature control;
 2. The food may have an initial temperature of 70°F (21°C) or less if ;
 - a) It is a Ready To Eat fruit or vegetable that upon cutting is rendered a Time/Temperature Control For Safety Food as defined in Section 010.852, or
 - b) It is a Ready to Eat hermetically sealed food that upon opening is rendered a Time/Temperature Control For Safety Food as defined in Section 010.852,c) The food temperature does not exceed 70°F (21°C) within a maximum time period of 4 hours from the time it was rendered a Time/Temperature Control For Safety Food; and
 - (d) The food is marked otherwise identified to indicate the time that is 4 hours past the point in time when the food is rendered a Time/Temperature Control For Safety Food as specified in (B) (2) (a) and (b) of this section.
 3. The food must be marked or otherwise identified to indicate the time that is four (4) hours past the point in time when the food is removed from temperature control;
 4. The food must be cooked and served, served at any temperature if ready-to-eat, or discarded, within four (4) hours from the point in time when the food is removed from temperature control; and
 5. The food in unmarked containers or packages, or marked to exceed a four (4)-hour limit must be discarded.

050.340 Reduced oxygen packaging without a waiver criteria

Cook-Chill or Sous Vide

- a) Cooled to 41°F (5°C) in the sealed package or bag as specified in Section 050.300 and:
 - i. Cooled to 34°F (1°C) within 48 hours of reaching 41°F (5°C) and held at that temperature until consumed or discarded within 30 days after the date of packaging
 - ii. Held at 41°F (5°C) or less for no more than seven (7) days, at which time the food must be consumed or discarded; or
 - iii. Cooled to 34°F (1°C) within 48 hours of reaching 41°F (5°C), removed from refrigeration equipment that maintains a 34°F (1°C) food temperature and then held at 41°F (5°C) or less for no more than 7 days, not to exceed 30 days from its date of packaging or bagging at which time the food must be consumed or discarded; or

HACCP Updates:

110.010 Contents of a HACCP Plan

The ingredients, recipes or formulations, materials and equipment used in the preparation of each specific food or category type and methods and procedural control measures that address the food safety concerns involved;

A critical control points summary for each specific food or category type that clearly identifies:

1. Each critical control point,
2. The significant hazards for each critical control point,
3. The critical limits for each critical control point,
4. The method and frequency for monitoring and controlling each critical control point by the designated food employee or the person-in-charge,

240.118 Conformance with approved procedures

If the Health Authority grants a waiver as specified in Section 240.115, or a HACCP plan is otherwise required as specified under Section 110.005, the permit holder shall:

- A. Maintain the approved waiver at the food establishment; and

Mobile Portable Updates:

190.035 Mobile unit and portable unit for service of food, food equipment

Cold holding of time/temperature control for safety food must be accomplished by use of mechanical refrigeration. Ice may be used when all food is [commercially prepackaged and hermetically](#) sealed in waterproof containers

190.075 Mobile unit and portable unit for service of food, storage

Storage of portable units for service of food and mobile units at private homes or garages is allowed provided that the following activities occur at a permitted servicing area:

- A. Obtain all potable water supplied to the mobile unit or portable unit for service of food;
- B. Disposal of all garbage and refuse from the mobile unit or portable unit for service of food;
- C. Storage of all food except that which is [non-time/temperature control for safety food](#) and stored on the mobile unit or portable unit for service of food;

190.105 Mobile unit, food and food preparation

- A. Preparation of time/temperature control for safety food on the mobile unit must be accomplished daily, for service that same day, [or conducted at the approved servicing area](#).

[Removed cooling restrictions from this section](#)

190.130 Portable unit for service of food, water supply

- A. A supply of potable water must be present on any portable unit for service of food where water is required for food preparation or handwashing.

B. The tank which supplies potable water, pump and hoses must be flushed and sanitized before being placed in service after construction, repair, modification and periods during which they were not used.

A potable water storage tank must have at least a five (5)-gallon capacity, except that a portable unit for service of food that is equipped with a three (3)-compartment sink must have a potable water storage tank of sufficient capacity of the total volume of the warewashing sinks plus a five (5)-gallon handwashing capacity, or be connected to an approved potable water supply system when set up for operation. **Removed 40-gallon tank requirement**

C. The wastewater retention tank must be at least 15% more capacity than the potable water storage tank.

NEW CHAPTER:

CHAPTER 205

CATERING OPERATIONS

205.005 Catering operation, applicable requirements

Catering operations must comply with all applicable requirements of these regulations. When facilities or equipment are inadequate to protect the public health, the Health Authority may impose operational and/or menu restrictions on a catering operation to protect against potential health hazards.

205.010 Catering operation, operational plan required

An operational plan must be submitted to, and approved by, the Health Authority before an establishment may commence catering operations. The plan must include but is not limited to:

- A. List of equipment and materials used;
- B. Applicable standard operating procedures;
- C. Descriptions of the catering activities that will take place offsite at the venue;
- D. Food safety logs if applicable;
- E. List of menu items;
- F. List of offsite food service locations;
- G. Description of type of service (i.e., self service or served meals);
- H. Event site plan if applicable;
- I. An operating schedule;
- J. Description of vehicle used to transport all food and equipment.

205.015 Catering operation, equipment

All equipment and utensils must be transported back to the permitted food facility for cleaning. Approval for cleaning equipment and utensils at the offsite food service location may be granted by the Health Authority following review of the operational plan and if the offsite food service location site meets the requirements of these regulations.

205.020 Catering operation, handwashing and toilet facilities

- A. A handwashing station approved by the Health Authority must be readily accessible, conveniently located, and have dispenser-fed soap and paper towels. The handwashing station may be one of the following:
 - 1. The catering operation must provide an ANSI certified self-contained handwashing station that includes pressurized potable water and a potable water tank of sufficient capacity to provide water for the duration of the event; or
 - 2. The venue must have a handwashing sink installed per Section 070.030 and used per Section 070.035.
- B. The catering operation must provide a waste receptacle for paper-towel waste.
- C. Toilet facilities for catering operation employees must be available at the offsite food service location.

205.025 Catering operation, preparation and service of food

- A. The preparation and cooking of food must be completed in the permitted food establishment before the food is transported to the offsite food service location. Approval for limited food handling at the offsite food service location may be granted by the Health Authority following review of the operational plan and if the offsite food service location meets the requirements in these regulations.
- B. All food products that have been prepared or cooked for the offsite food service location are to be discarded at the end of each day.

205.030 Catering operation, transportation of food and equipment

- A. All food products requiring temperature control must be transported and stored in equipment intended for temperature control; and
- B. The vehicle(s) used for transportation must be in good condition and should be sufficient in size to accommodate all food and equipment.

205.035 Catering operation, outdoor service of food

- A. All outdoor catering operations must be located in a manner as to minimize the risk of contamination from external sources such as sewage, flooding, dust and vector or vermin;
- B. Food must be protected from contamination by the use of overhead protection; and
- C. Each individual piece of hot and cold holding equipment must be separately covered or have overhead protection.

205.040 Catering operation, liquid waste disposal

All liquid waste must be disposed of in sanitary sewer.

205.045 Catering operation, record retention

The catering operation shall maintain records for all offsite food service activities for at least 90 days after each event. The catering operation shall provide these records to the Health Authority upon request and must include the following information:

- A. Location and date of the offsite food service activity;
- B. Description of type of service provided by the catering operation; and
- C. Complete menu of food provided.

205.050 Catering operation, compliance and enforcement

Catering operations are subject to enforcement action as outlined in these regulations and NRS 446.

205.055 Catering operation, interference with performance of duty

No person shall refuse entry or access to the Health Authority who, upon presentation of appropriate credentials, requests to inspect any catering operation, or any related facility of that operation for the purpose of ascertaining compliance with these regulations. Per NRS 446.885(3), it is unlawful for any person to interfere with the Health Authority in the performance of his or her duties.

Temp Food Updates:

210.105 Temporary food establishment, thawing time/temperature control for safety foods

- A. Time/temperature control for safety foods shall be thawed
 - 1. in accordance with Section 050.295 of these regulations.

B. If mechanical refrigeration as specified in Subsection 050.295(A) is not available, time/temperature control for safety foods can be thawed in an insulated container with enough ice to maintain 41°F (5°C).

210.125 Temporary food establishment handwashing facilities

- A. A handwashing facility must be readily accessible inside or directly adjacent to, but not more than 10 feet from, the preparation area of a temporary food establishment. Temporary food establishments without hot and cold running water must provide a container with a spigot or other apparatus that will dispense water without continuous manual contact holding a minimum of two (2) gallons of water for the purpose of handwashing. Wastewater generated must empty into a spill-proof container.
- B. Pump soap and single-service towels must be available at the handwashing sink.
- C. A waste receptacle shall be located adjacent to the handwashing facility

FPHAB Updates:

240.085 Creation of the Food Protection Hearing and Advisory Board

There is hereby created a Food Protection Hearing and Advisory Board of the Washoe County Health District. The Food Protection Hearing and Advisory Board shall hold hearings to consider variance requests or appeals to compliance action taken by the Health Authority on any permit required by these regulations.

- A. All members serving on the Hearing Board as of July 1, 2021 shall expire on July 1, 2022. New applications will be made available for all prospective members of the Hearing Board beginning January 1, 2022.
- B. The Food Protection Hearing and Advisory Board shall consist of seven (7) members appointed by the Board of Health. At least two (2) members of the Food Protection Hearing and Advisory Board shall be representatives of the local food industry.
- C. Three (3) members shall be appointed for a term of one (1) year.
- D. Three (3) members shall be appointed for a term of two (2) years.
- E. One (1) member shall be appointed for a term of three (3) years.
- F. Each succeeding term shall be for a period of three (3) years.
- G. The Hearing Board shall select a chairman, vice-chairman, and such other officers as it deems necessary. Officers of the Board shall serve at its pleasure.
- H. Subject to the approval of the District Board of Health, the Board may adopt a manual of procedure to govern its operation.
- I. Any member appointed by the District Board of Health may be removed for cause upon majority vote of the total membership of the District Board. Cause for removal includes:
 1. Unjustified absence from more than two (2) consecutive meetings of the Food Protection Hearing and Advisory Board.
 2. Failure to adhere strictly to the provisions contained in these regulations.

If the District Board of Health determines after hearing that cause for removal exists, it shall remove the member and appoint a member with appropriate qualifications to fill the unexpired term of the member removed.

240.087 Food Protection Hearing and Advisory Board, vacancies

- A. Upon the expiration of a term of office, a member may continue to serve until a successor is appointed.
- B. If a vacancy occurs in the Hearing Board, the Health Officer shall notify the District Board of Health and the District Board of Health will appoint a person to serve the remainder of the unexpired term.

Proposed Amendments to the Food Regulations

Public Workshops
September 7, 2021 10a
September 9, 2021 1p (Zoom)
September 9, 2021 6p



1

Presentation Overview

- Overview** Overview of the WCHD participation in the FDA Voluntary Retail Program Standards
- Overview** Overview of the development of the FDA Food Code through the Conference for Food Protection
- Review** Review proposed changes to the current Food Regulations

2

FDA Retail Program Standards

Met	Standard	Progress	Standard Elements (Unmet elements identified in red and completed elements identified in blue)
✓	1 REGULATORY FOUNDATION	Fully Met	1a 1b 1c 1d 1e 1f 1g 1h 1i 1j
✗	2 TRAINED REGULATORY STAFF	88.9% met	1a 1b 1c 1d 1e 1f 1g 1h 1i 1j
✓	3 INSPECTION PROGRAM BASED ON HACCP PRINCIPLES	Fully Met	1a 1b 1c 1d 1e 1f 1g 1h 1i 1j
✗	4 UNIFORM INSPECTION PROGRAM	93.8% met	1a 1b 1c 1d 1e 1f 1g 1h 1i 1j 1k 1l 1m 1n 1o 1p 1q 1r 1s 1t 1u 1v 1w 1x 1y 1z
✓	5 FOODBORNE ILLNESS AND FOOD DEFENSE PREPAREDNESS AND RESPONSE	Fully Met	1a 1b 1c 1d 1e 1f 1g 1h 1i 1j 1k 1l 1m 1n 1o 1p 1q 1r 1s 1t 1u 1v 1w 1x 1y 1z
✗	6 COMPLIANCE AND ENFORCEMENT	75.0% met	1a 1b 1c 1d 1e 1f 1g 1h 1i 1j
✓	7 INDUSTRY AND COMMUNITY RELATIONS	Fully Met	1a 1b 1c 1d 1e 1f 1g 1h 1i 1j
✗	8 PROGRAM SUPPORT AND RESOURCES	61.9% met	1a 1b 1c 1d 1e 1f 1g 1h 1i 1j 1k 1l 1m 1n 1o 1p 1q 1r 1s 1t 1u 1v 1w 1x 1y 1z
✗	9 PROGRAM ASSESSMENT	86.7% met	1a 1b 1c 1d 1e 1f 1g 1h 1i 1j



3

Standard 1 – Regulatory Foundation

- Adoption of the proposed food safety regulation will result in:
 - Updated public health interventions and control measures for risk factors known to contribute to foodborne illness
 - Science-based regulatory foundation
 - Uniform regulation of industry





4


Conference for Food Protection (CFP)

- Regulatory, Industry, Academia, Consumers
- Biannual meetings to propose revisions to the FDA Food Code
- Approved proposals from the CFP forwarded to FDA as recommended changes to the FDA Model Food Code
- If Accepted by FDA, proposals are incorporated into newest version of the FDA Food Code.

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Summary of Changes

-  Incorporated provisions from the 2017 Food Code Supplement document
-  Clean-up for Temporary Food Establishments and Mobile Food Operations
-  Added term limits for members serving on the Food Protection Hearing Advisory Board
-  New Chapter for Catering Operations



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Summary of Changes


Definitions:

010.070 "Catering operation" defined. "Catering operation" means a food service that is conducted by a permitted food establishment where food is served, or limited food preparation is conducted, at a location other than its permitted location in either of the following circumstances

010.440 "~~injected~~" defined. ~~"injected" means manipulating a meat so that infectious or toxigenic microorganisms may be introduced from its surface to its interior through tenderizing with deep penetration or injecting the meat such as by processes which may be referred to as "injecting," "pinning," or "stitch pumping."~~

"Intact Meat" defined. Means a cut of whole muscle(s) meat that has not undergone comminution, mechanical tenderization, vacuum tumbling with solutions, or reconstruction.

010.483 "Mechanically Tenderized" defined. Means manipulating meat by piercing with a set of needles, pins, blades or any mechanical device, which breaks up muscle fiber and tough connective tissue, to increase tenderness. This includes injection, scoring, and processes which may be referred to as "blade tenderizing," "jaccarding," "pinning," or "needling."




7

Summary of Changes

050.330 Time as a public health control

The food may have an initial temperature of 70°F (21°C) or less if ;

- It is a Ready To Eat fruit or vegetable that upon cutting is rendered a Time/Temperature Control For Safety Food as defined in Section 010.852, or
- It is a Ready To Eat hermetically sealed food that upon opening is rendered a Time/Temperature Control For Safety Food as defined in Section 010.852,
- The food temperature does not exceed 70°F (21°C) within a maximum time period of 4 hours from the time it was rendered a Time/Temperature Control For Safety Food; and
- The food is marked otherwise identified to indicate the time that is 4 hours past the point in time when the food is rendered a Time/Temperature Control For Safety Food as specified in (B) (2) (a) and (b) of this section.




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Summary of Changes

050.340 Reduced oxygen packaging without a waiver criteria

Cooled to 34°F (1°C) within 48 hours of reaching 41°F (5°C), removed from refrigeration equipment that maintains a 34°F (1°C) food temperature and then held at 41°F (5°C) or less for no more than 7 days, not to exceed 30 days from its date of packaging or bagging at which time the food must be consumed or discarded;



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Summary of Changes

- NEW CHAPTER:

**CHAPTER 205
CATERING OPERATIONS**

205.005 Catering operation, applicable requirements

Catering operations must comply with all applicable requirements of these regulations. When facilities or equipment are inadequate to protect the public health, the Health Authority may impose operational and/or menu restrictions on a catering operation to protect against potential health hazards.




10

Summary of Changes

205.010 Catering operation, operational plan required

An operational plan must be submitted to, and approved by, the Health Authority before an establishment may commence catering operations. The plan must include but is not limited to:


- List of equipment and materials used;
- Applicable standard operating procedures;
- Descriptions of the catering activities that will take place offsite at the venue;
- Food safety logs if applicable;
- List of menu items;
- List of offsite food service locations;
- Description of type of service (i.e., self service or served meals);
- Event site plan if applicable;
- An operating schedule;
- Description of vehicle used to transport all food and equipment.



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Summary of Changes


- 205.015 Catering operation, equipment**
- 205.020 Catering operation, handwashing and toilet facilities**
- 205.025 Catering operation, preparation and service of food**
- 205.030 Catering operation, transportation of food and equipment**
- 205.035 Catering operation, outdoor service of food**
- 205.040 Catering operation, liquid waste disposal**
- 205.045 Catering operation, record retention**
- 205.040 Catering operation, liquid waste disposal**
- 205.045 Catering operation, record retention**
- 205.050 Catering operation, compliance and enforcement**
- 205.055 Catering operation, interference with performance of duty**



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Summary of Changes

- Temp Food Updates:
- **210.105 Temporary food establishment, thawing time/temperature control for safety foods**
 - A. Time/temperature control for safety foods shall be thawed in accordance with Section 050.295 of these regulations.
 - B. If mechanical refrigeration as specified in Subsection 050.295(A) is not available, time/temperature control for safety foods can be thawed in an insulated container with enough ice to maintain 41°F (5°C).
- **210.125 Temporary food establishment handwashing facilities**
 - C. A waste receptacle shall be located adjacent to the handwashing facility




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Summary of Changes

- Temp Food Updates:
- **210.130 Temporary food establishment and special event, utensil and equipment cleaning and sanitizing**

The practice of washing, rinsing and sanitizing in buckets must be preapproved by the Health Authority.



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Summary of Changes

- Mobile Portable Updates:
- **190.035 Mobile unit and portable unit for service of food, food equipment**

Cold holding of time/temperature control for safety food must be accomplished by use of mechanical refrigeration. Ice may be used when all food is commercially prepackaged and hermetically sealed in waterproof containers.
- **190.075 Mobile unit and portable unit for service of food, storage**

Storage of portable units for service of food and mobile units at private homes or garages is allowed provided that the following activities occur at a permitted servicing area:

 - A. Obtain all potable water supplied to the mobile unit or portable unit for service of food;
 - B. Disposal of all garbage and refuse from the mobile unit or portable unit for service of food;
 - C. Storage of all food except that which is non-time/temperature control for safety food and stored on the mobile unit or portable unit for service of food;



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Summary of Changes

- **190.105 Mobile unit, food and food preparation**

A. Preparation of time/temperature control for safety food on the mobile unit must be accomplished daily, for service that same day, or conducted at the approved servicing area.

Removed cooling restrictions from this section
- **190.130 Portable unit for service of food, water supply**

C. The wastewater retention tank must be at least 15% more capacity than the potable water storage tank.



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Summary of Changes

110.010 Contents of a HACCP Plan

The ingredients, recipes or formulations, materials and equipment used in the preparation of each specific food or category type and methods and procedural control measures that address the food safety concerns involved;

A critical control points summary for each specific food or category type that clearly identifies:

1. Each critical control point,
2. The significant hazards for each critical control point,
3. The critical limits for each critical control point,
4. The method and frequency for monitoring and controlling each critical control point by the designated food employee or the person-in-charge.




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Summary of Changes

240.118 Conformance with approved procedures

If the Health Authority grants a waiver as specified in Section 240.115, or a HACCP plan is otherwise required as specified under Section 110.005, the permit holder shall:


Maintain the approved waiver at the food establishment



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Summary of Changes


- FPHAB Updates:
- **240.085 Creation of the Food Protection Hearing and Advisory Board**
- All members serving on the Hearing Board as of July 1, 2021 shall expire on July 1, 2022. New applications will be made available for all prospective members of the Hearing Board beginning January 1, 2022.
- Each succeeding term shall be for a period of three (3) years.
- **240.087 Food Protection Hearing and Advisory Board, vacancies**
- A. Upon the expiration of a term of office, a member may continue to serve until a successor is appointed.
- B. If a vacancy occurs in the Hearing Board, the Health Officer shall notify the District Board of Health and the District Board of Health will appoint a person to serve the remainder of the unexpired term.

WASHOE COUNTY
HEALTH DISTRICT
ENHANCING QUALITY OF LIFE 

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Full Regulations with Track Changes

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

WASHOE COUNTY
HEALTH DISTRICT
ENHANCING QUALITY OF LIFE 

20

Questions?



WASHOE COUNTY
HEALTH DISTRICT
ENHANCING QUALITY OF LIFE 

21

AHSO AH

DHO _____ *KD*

Staff Report
Board Meeting Date: September 23, 2021

DATE: September 10, 2021
TO: District Board of Health
FROM: Laurie Griffey, Admin Assist I/HR Rep
775-328-2403, lgriffey@washoecounty.us
THROUGH: Oscar Delgado, DBOH Chair
SUBJECT: Review and Approval of Annual Performance Evaluation Questions and List of Participants for the District Health Officer's Annual 360 Evaluation and Direction to Staff to Conduct the Evaluation Utilizing an On-line Survey Program.

SUMMARY

The Washoe County District Board of Health conducts an annual performance evaluation of the Washoe County District Health Officer (Mr. Kevin Dick) prior to, or as near as possible to, the anniversary / evaluation date of October 24th, as approved by the District Board of Health meeting on April 24, 2014. The District Board of Health reviews the performance evaluation questions and if in agreement, approves the use of the questions for the District Health Officer's annual evaluation. The board also reviews the list of proposed evaluation participants. If the questions and list of participants are acceptable the board grants approval for the Health District Human Resource Representative to conduct the 360 evaluation electronically utilizing the (Survey Monkey) on-line survey program. Evaluation results are provided to the board and a public hearing is held during the next Board of Health meeting (October 21, 2021) to conduct the District Health Officer's performance evaluation.

District Health Strategic Objective supported by this item:

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

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

PREVIOUS ACTION

On August 26, 2021, the Washoe County District Board of Health approved the use of separate surveys with questions geared towards the participants interactions with the District Health Officer for his 2021 annual performance evaluation; mirroring the process the County used for the County Manager's performance evaluation in fall of 2020.

On October 22, 2020, the Washoe County District Board of Health conducted the District Health Officer's (Mr. Dick) annual performance evaluation in open meeting; reviewing the results of the on-line 360 survey conducted in September/October 2020. The Board accepted the performance evaluation as presented.

On September 24, 2020, the District Board of Health approved the use of the electronic 360 evaluation process for the District Health Officer's 2020 Performance Evaluation, as well as the questions to be used and the list of individuals to be invited to participate in the District Health Officer's annual performance evaluation. The evaluation results will be provided to the board and a public hearing will be held during the next Board of Health meeting to conduct the District Health Officer's evaluation.

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

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

BACKGROUND

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

The board reviews the proposed evaluation questions. The questions presented for the 2021 evaluation are the evaluation questions presented to and approved by the District Board of Health during the August 26, 2021 meeting. If the board chooses to add, adjust or remove any of the recommended questions, the board can provide the acceptable wording for the additional question and approve the evaluation to proceed with the proposed changes. If significant changes are requested, the agenda item can be continued to the October meeting to allow time for the new evaluation to be created. If the evaluation process is continued to the October meeting, the District Health Officer's evaluation would be moved to the November or December 2021 Board of Health meeting.

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

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

Subject: District Health Officer Annual Evaluation
Date: Sept 23, 2021
Page 3 of 3

The evaluation will be conducted, and results provided to the District Board of Health for the October 2021 meeting. A public hearing is held during the next Board of Health meeting (October 2021) to conduct the District Health Officer's evaluation.

FISCAL IMPACT

There is no fiscal impact from conducting the evaluation process

RECOMMENDATION

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

POSSIBLE MOTION

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

Or

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

Email List of Participants for 2021 DHO Evaluation

Name -DBOH Members	Position/Organization
1. Oscar Delgado	Board of Health
2. Bob Lucey	Board of Health
3. Dr. John Novak	Board of Health
4. Tom Young	Board of Health
5. Kristopher Dahir	Board of Health
6. Michael Brown	Board of Health
7. Dr. Reka Danko	Board of Health
Name – Direct Reports	Position/Organization
8. Anna Heenan	Admin Health Service Officer
9. Erin Dixon	Env. Health Services Division Director
10. Lisa Lottritz	Community and Clinical Health Division Director
11. Nancy Diao	Epidemiology & Public Health Preparedness Division Director
12. Francisco Vega	Air Quality Management Division Director
13. Julia Ratti	Director of Programs and Projects
14. Susy Valdespin	Administrative Secretary
15. Scott Oxarart	Public Health Communication Manager
16. Joelle Gutman-Dodson	Government Affairs Liaison
Name – Stakeholders	Position/Organization
17. Doug Thornley	Reno City Manager
18. Neil Krutz	Sparks City Manager

19. Eric Brown	Washoe County Manager
20. Darin Balaam	Sheriff
21. Kelly Echeverria	Washoe County Emergency Manager
22. Dr. Mark Pandori	Director, Nevada State Public Health Lab
23. Niki Aaker	Director - Carson City Health & Human Services
24. Greg Lovato	Administrator NV Division of Environmental Protection
25. Jeremy Smith	Director, Truckee Meadows Regional Planning Agency
26. Bill Thomas	Regional Transportation Commission
27. Julia Peek	Deputy Administrator, Nevada Division of Public and Behavioral Health
28. Rota Rosachi	Exec Dir NV Public Health Foundation
29. Erica Mirich	Executive Director, Truckee Meadows Tomorrow
30. Kristen McNeil	Washoe County School District
31. Sharon Chamberlain	CEO Northern Nevada HOPES
32. Michele Montoya	Nevada Women's Fund
33. Chris Askin	CEO, Community Foundation of Western Nevada
34. Ann Silver	Reno –Sparks Chamber of Commerce
35. Dr. John Packham	Nevada Public Health Association

2021 Performance Feedback Survey Mr. Kevin Dick, District Health Officer (District Board of Health Members Survey)

1. Introduction

Dear Participant,

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

Please complete this short evaluation as soon as possible. The survey will close at 5:00 p.m. on October 8, 2021. The evaluation should only take about 3-5 minutes to complete.

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

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2021 Performance Feedback Survey Mr. Kevin Dick, District Health Officer (District Board of Health Members Survey)

2. Evaluation

Rate the proficiency in each competency using the following guidelines:

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

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

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

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

1. Sets an effective example of high personal standards and integrity, inspiring staff to do the same.

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

Comments for Question #1:

2. Functions as an effective leader of the organization; gaining trust, respect and cooperation.

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

Comments for Question #2:

3. Practices timely and effective communication with all stakeholders and on emergency issues within the Health District's scope of authority.

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

Comments for Question #3:

4. Effectively implements the Board's policy directions and philosophy.

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

Comments for Question #4:

5. Works to be an effective liaison between Board members and staff, allowing staff the space needed to successfully execute the Board policies.

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

Comments for Question #5:

6. Communicates complete and accurate information to all Board members in a timely manner.

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

Comments for Question #6:

7. Responds well to requests, advice and constructive criticism.

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

Comments for Question #7:

8. Provides support to the Board's meeting process that allows for open transparent decision making.

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

Comments for Question #8:

9. Facilitates the Board's decision making without usurping authority.

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

Comments for Question #9:

10. Select the best statement for the overall evaluation of District Health Officer Kevin Dick.


- Exceeds your expectations** - Performance is consistently above requirements. Demonstrates all requisite skills and willingness to continuously improve self and work processes.
- Meets your expectations** - Demonstrates requisite skills, knowledge, and abilities. Performance consistently aligned with requirements for the position.
- Below your expectations** - Demonstrates some requisite skills, knowledge and abilities but lacks significant others. Performance below acceptable levels for the time in position.

Comments for Question #10:

Thank you!

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

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2021 Performance Feedback Survey - Mr. Kevin Dick, District Health Officer (Direct Report Survey)

1. Introduction

Dear Participant,

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

Please complete this short evaluation as soon as possible. The survey will close at 5:00 p.m. on October 8, 2021. The evaluation should only take about 3-5 minutes to complete.

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

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2021 Performance Feedback Survey - Mr. Kevin Dick, District Health Officer (Direct Report Survey)

2. Evaluation

Rate the proficiency in each competency using the following guidelines:

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

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

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

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

1. Sets an effective example of high personal standards and integrity, inspiring staff to do the same.

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

Comments for Question #1:

2. Functions as an effective leader of the organization, gaining trust, respect and cooperation.

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

Comments for Questions #2:

3. Practices timely and effective communication with all stakeholders and on emergency issues within the Health District's scope of authority.

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

Comments for Questions #3

4. Values staff and recognizes them for their contributions.

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

Comments for Question #4:

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

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

Comments for Questions #5:

6. Listens attentively and effectively, which includes encouraging feedback and using that feedback in decision making.

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

Comments for Question #6:

7. Works to be an effective liaison between Board members and staff; allowing staff the space needed to successfully execute the Board policies.

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

Comments for Question #7:

8. Provides support to the Board's meeting process that allows for open, transparent decision making.

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

Comments for Question #8:

9. Select the best statement for the overall evaluation of District Health Officer Kevin Dick.

- Exceeds your expectations** - Performance is consistently above requirements. Demonstrates all requisite skills and willingness to continuously improve self and work processes.
- Meets your expectations** - Demonstrates requisite skills, knowledge, and abilities. Performance consistently aligned with requirements for the position.
- Below your expectations** - Demonstrates some requisite skills, knowledge and abilities but lacks significant others. Performance below acceptable levels for the time in position.

Comments for Questions #9:

Thank you!

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



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2021 Performance Feedback Survey - Mr. Kevin Dick, District Health Officer (Stakeholder Survey)

1. Introduction

Dear Participant,

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

Please complete this short evaluation as soon as possible. The survey will close at 5:00 p.m. on October 8, 2021. The evaluation should only take about 3-5 minutes to complete.

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

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2021 Performance Feedback Survey - Mr. Kevin Dick, District Health Officer (Stakeholder Survey)

2. Evaluation

Rate the proficiency in each competency using the following guidelines:

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

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

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

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

1. Maintains a successful working relationship with community stakeholders and community organizations.

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

Comments for Question #1:

2. Functions as an effective leader of the organization, gaining trust, respect and cooperation.

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

Comments for Questions #2:

3. Practices timely and effective communication with all stakeholders and on emergency issues within the Health District's scope of authority.

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

Comments for Questions #3

4. Effectively represents the Health District in public; projects a positive public image based upon courtesy, professionalism and integrity.

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

Comments for Question #4:

5. Encourages and considers community input on issues the Health District can impact.

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

Comments for Questions #5:

6. Assessable to leadership of other agencies, jurisdictions and organizations; displaying appropriate diplomacy and tact.

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

Comments for Question #6:

7. Effectively communicates and coordinates with a variety of stakeholders throughout the region and state.

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

Comments for Question #7:

8. Ensures that the Health District is represented and appropriately involved in projects and programs sponsored by outside stakeholders that have impact on the Health District and that the Health District can impact.

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

Comments for Question #8:

9. Select the best statement for the overall evaluation of District Health Officer Kevin Dick.

- Exceeds your expectations** - Performance is consistently above requirements. Demonstrates all requisite skills and willingness to continuously improve self and work processes.
- Meets your expectations** - Demonstrates requisite skills, knowledge, and abilities. Performance consistently aligned with requirements for the position.
- Below your expectations** - Demonstrates some requisite skills, knowledge and abilities but lacks significant others. Performance below acceptable levels for the time in position.

Comments for Questions #9:

Thank you!

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

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Staff Report
Board Meeting Date: September 23, 2021

DATE: September 14, 2021

TO: District Board of Health

FROM: Laurie Griffey, Admin Assist I/HR Rep
775-328-2403, lgriffey@washoecounty.us

THROUGH: Oscar Delgado, DBOH Chair

SUBJECT: Recommendation to approve compensation for the District Health Officer at employee's current hourly rate of \$90.89 for annual leave accrued in excess of 240 hours in a calendar year and approve payment of \$18,196.18, which represents compensation for 200.2 hours of annual leave that cannot be used this year due to the COVID-19 pandemic.

SUMMARY

The Employment Agreement between Washoe County Health District and Kevin Dick, District Health Officer, at Section 5(A)(c) allows compensation at employee's current hourly rate of \$90.89 for annual leave accrued in excess of 240 hours in a calendar year. This item is for approval of payment of \$18,196.18, which represents compensation for 200.2 hours of annual leave that cannot be used this year due to the COVID-19 pandemic. These 200.2 hours will be dropped from the Health Officers leave balances due to his contractual accrual limit of 240 hours after January 2, 2022. The payment is provided under the Health Officer's Employment Agreement and with District practice that allows an employee payment for any annual leave in excess of 240 hours which the employee sought, but was unable, to use and would otherwise forfeit.

Health District Strategic Priority supported by this item:

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

PREVIOUS ACTION

On January 23, 2014, the Washoe County District Board of Health approved the Employment Agreement (contract) between the Washoe County District Board of Health and Mr. Kevin Dick for the Position of District Health Officer.

On December 17, 2020, the Washoe County District Board of Health approved an amendment to the Employment Agreement, Section 5(A)(c).

BACKGROUND

As the COVID-19 pandemic continues and the Health District has resumed service delivery in each of its program areas, District Health Officer Kevin Dick, is subject to an immense workload in the

continued response to the pandemic while serving as the chief executive officer for the Health District. These important obligations have prevented use of annual leave. As of January 2, 2022, Kevin Dick will have 440.2 hours of annual leave. The Employment Agreement allows for the accrual of 240 hours. Therefore, Kevin Dick has approximately 200.2 hours of leave that cannot be used this year. This was confirmed by management and use of leave was formally denied on September 13, 2021. These 200.2 hours will be dropped from his leave balances due to his contractual accrual limit of 240 hours. Kevin Dick's current hourly rate is \$90.89. Therefore, compensation for 200.2 hours of accrued leave amounts to \$18,196.18.

The December 17, 2020 amendment to the Employment Agreement states, "If Employee, on or before October 15, requests permission to take annual leave and the request is denied for any reason, the Employee may receive, upon approval of the District Board of Health, payment at the Employee's hourly rate for any annual leave in excess of 240 hours which the Employee requested to take and which the Employee would otherwise forfeit as the result of the denial of the Employee's request."

This is consistent with practice within the District and Washoe County to allow an employee to be paid for any annual leave in excess of 240 hours which the employee sought, but was unable, to use and would otherwise forfeit.

FISCAL IMPACT

The payment of the excess vacation hours in the amount of \$18,196.18 will be covered by the Health Fund.

RECOMMENDATION

Staff recommends to approve compensation for the District Health Officer at employee's current hourly rate of \$90.89 for annual leave accrued in excess of 240 hours in a calendar year and approve payment of \$19,196.18, which represents compensation for 200.2 hours of annual leave that cannot be used this year due to the COVID-19 pandemic.

POSSIBLE MOTION

Should the Board agree with Staff's recommendation, a possible motion could be:

I move to approve compensation for the District Health Officer at employee's current hourly rate of \$90.89 for annual leave accrued in excess of 240 hours in a calendar year and approve payment of \$18,196.18, which represents compensation for 200.2 hours of annual leave that cannot be used this year due to the COVID-19 pandemic.

**Air Quality Management
Division Director Staff Report**

Board Meeting Date: September 23, 2021

DATE: August 26, 2021
TO: District Board of Health
FROM: Francisco Vega, P.E., Division Director
 775-784-7211; fvega@washoecounty.us
SUBJECT: Nevada SEC Unanimously Supports Clean Cars Nevada, IPCC Releases Updated Climate Report, NOAA Releases Annual State of The Climate Report, Monitoring and Planning, Permitting and Compliance.

1. Program Update

a. Nevada SEC Unanimously Supports Clean Cars Nevada

On September 1, 2021, the Nevada State Environmental Commission (SEC) approved the Clean Cars Nevada regulations proposed by the Nevada Division of Environmental Protection (NDEP) in a unanimous vote after receiving overwhelming support from a range of interested stakeholders. The regulations associated with the Clean Cars Nevada initiative aim to reduce vehicle pollution and increase access to clean vehicle models in the state. Furthermore, Clean Cars Nevada requires low emission and zero emission standards for model year 2025 light duty vehicles available for sale in Nevada.

The decision by the SEC represents one of the final steps in a regulatory development process that began in June of 2020 when Governor Sisolak announced the Clean Cars Nevada initiative, to improve air quality, expand consumer choice, boost the economy, and fight climate change in Nevada. Next steps include a review by the Legislative Commission and the Secretary of State filing. The NDEP plans to have the regulatory process complete by the end of calendar year 2021.



Advocates for environmental protection, public health, climate action, and consumer protection released the following statements:

“Nevada’s adoption of a Zero-Emission Vehicle standard will help our state reduce the harmful emissions that cause climate change and pollute our air,” said Cameron Dyer, Western Resource Advocates’ managing senior staff attorney in Nevada. “Transportation is the leading source of unhealthy fossil-fuel emissions here in Nevada and across the nation, with low-income neighborhoods and communities of color often experiencing greater exposure to that pollution and its damages. We welcome this effort led by Governor Sisolak and the Nevada State Environmental Commission to take meaningful action in reducing these vehicle emissions.”

“Uncontrollable wildfires made worse by climate change have led to very unhealthy air quality in Nevada. It’s hurting our most vulnerable people: children, the elderly, and anyone with underlying health conditions,” said Cinthia Moore, Organizer for Moms Clean Air Force. “That’s why Nevada’s leaders must work to reduce air pollution from sources we can control — like tailpipes. We applaud the SEC’s support for Clean Cars Nevada, which will result in cleaner air and assist us in the fight against climate change.”

“My 13-year-old son has suffered from many challenges with asthma. Having lived close to a busy highway for several years, I’ve learned that the pollution coming out of vehicles could have caused his condition or made it worse,” said Felina Banks, Community Organizer for Faith Organizing Alliance. “No parent should have to worry whether the air their child breathes every day is safe, and that’s why we need to do more now to get pollution-free vehicles on our roads. The approval of Clean Cars Nevada is a positive step toward making that a reality.”

“Our members in Nevada have spoken about the need to adopt clean car standards to greatly improve access to EVs,” said Peter Chipman, Policy Director for Plug in America. “We have heard many stories of frustration as consumers have difficulty finding EVs in Nevada, often purchasing out of state as a result. Plug In America commends the State Environmental Commission for approving Clean Cars Nevada so that more affordable makes and models that are available in other states can also be purchased here.”

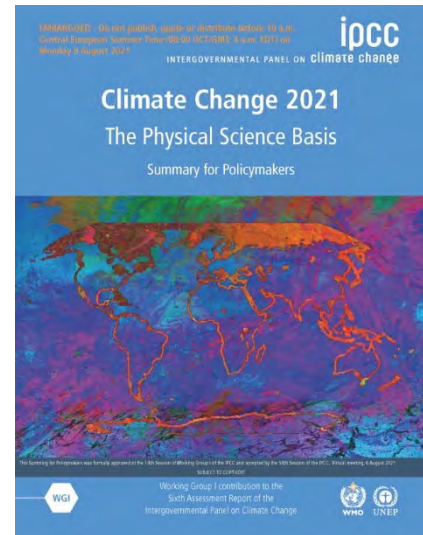
b. IPCC Releases Updated Climate Report

The first installment of the UN’s Intergovernmental Panel on Climate Change (IPCC) Sixth Assessment Report (AR6), which will be completed in 2022, was released on August 9, 2021. The IPCC’s latest findings, approved by 195 member states, deals with the physical science basis of climate change and outline how humans are altering the planet. It is the first installment of four reports released under the IPCC’s current assessment cycle, with subsequent reports scheduled to be published next year.

The report states that it is “unequivocal” that human influence has warmed the global climate system, with observed changes already impacting every region on the planet. Some of the changes researchers observed in the climate were described as “unprecedented,” while others, such as continued sea level rise, were projected to be “irreversible over hundreds to thousands of years.” The report also shows that emissions of greenhouse gases from human activities are responsible for roughly 1.1 degrees Celsius of warming since

1850-1900, and finds that averaged over the next 20 years, global temperature is expected to reach or exceed 1.5 degrees Celsius of warming.

The IPCC is a U.N. body of 195 member states that assesses the science related to the climate crisis. It was founded in 1988 by the United Nations Environment Programme and the World Meteorological Organization to provide world leaders with periodic updates about the scale of the climate emergency, its implications and risks and to put forward adaptation and mitigation strategies. It is formed of three working groups. The first, Working Group I, deals with the physical science basis of climate change. Working Group II deals with impacts, adaptation and vulnerability and Working Group III assesses the mitigation of climate change. A separate task force assesses methodologies for measuring greenhouse gas emissions and removals. Thousands of climate scientists volunteer their time to pore over the latest climate research to contribute to the work of the IPCC. The reports are drafted and reviewed at several stages and are of fundamental importance to international climate negotiations.



Reacting to the report's publication, U.S. Special Presidential Envoy for Climate, John Kerry said the report underscored the "overwhelming urgency of this moment." U.K. Prime Minister Boris Johnson said he hoped it could be a "wake-up call" for global leaders ahead of COP26.

Additional information is available on the website below.
<https://www.ipcc.ch/>

c. NOAA Releases Annual State of The Climate Report

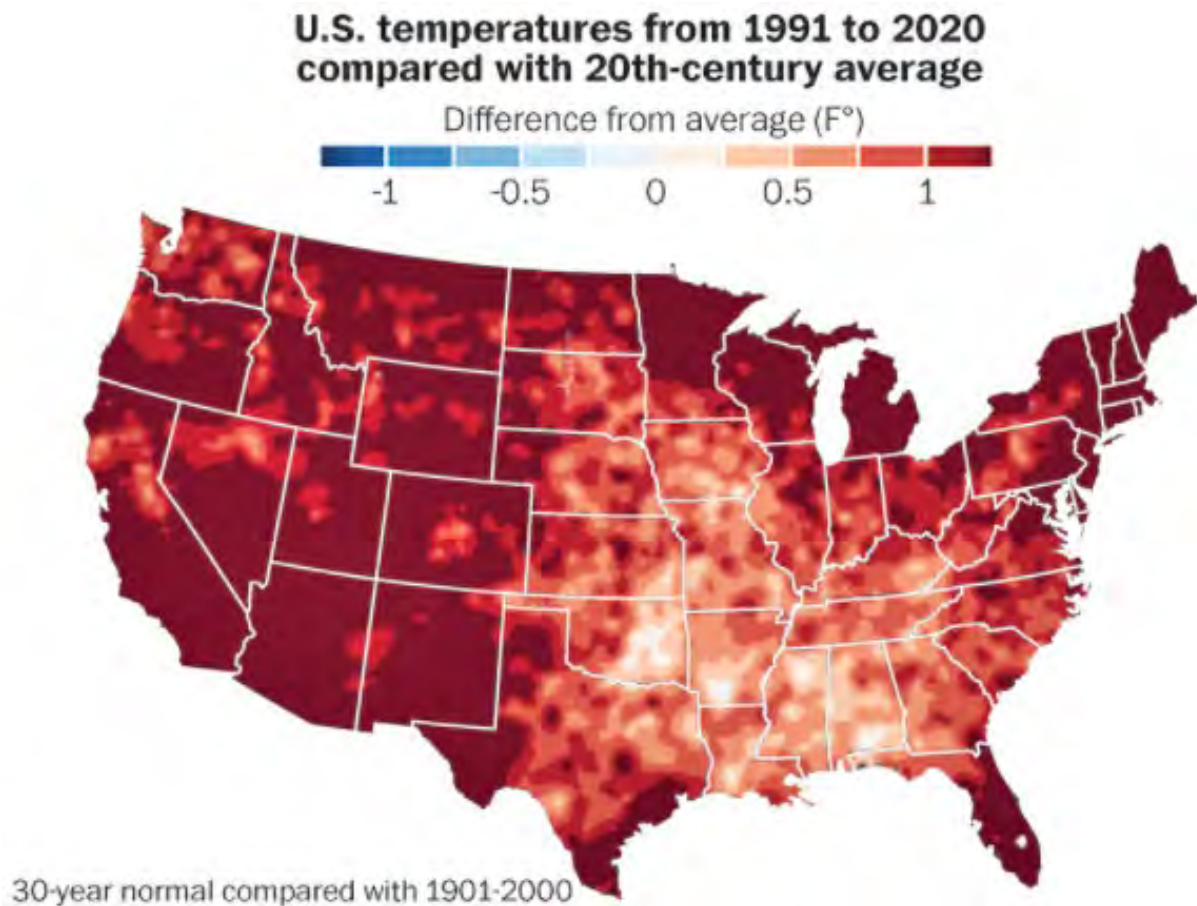
On Tuesday, the National Oceanic and Atmospheric Administration released an updated set of climate averages for the contiguous United States based on the 30-year period from 1991 to 2020, including more than 9,000 daily reporting stations. It refers to these averages* as "climate normals," and updates them once every decade.

The report confirmed that 2020 was among the three warmest years in records dating to the mid-1800s, even with a cooling La Niña influence in the second half of the year. New high temperature records were set across the globe. The report found that the major indicators of climate change continued to reflect trends consistent with a warming planet. Several markers such as sea level, ocean heat content, and permafrost once again broke records set just one year prior. Notably, carbon dioxide (CO₂) levels in the atmosphere also reached record highs in 2020, even with an estimated 6%–7% reduction of CO₂ emissions due to the economic slowdown from the global pandemic.

Report highlights include these indications of a warming planet:

- Greenhouse gases were the highest on record.
- Global surface temperature was near-record high.
- Upper atmospheric temperatures were record or near-record setting.
- Sea surface temperatures were near-record high.
- Global upper ocean heat content was record high.
- Global sea level was highest on record.

The graphic below represents U.S. temperatures from 1991 to 2020 compared with 20th-century average.



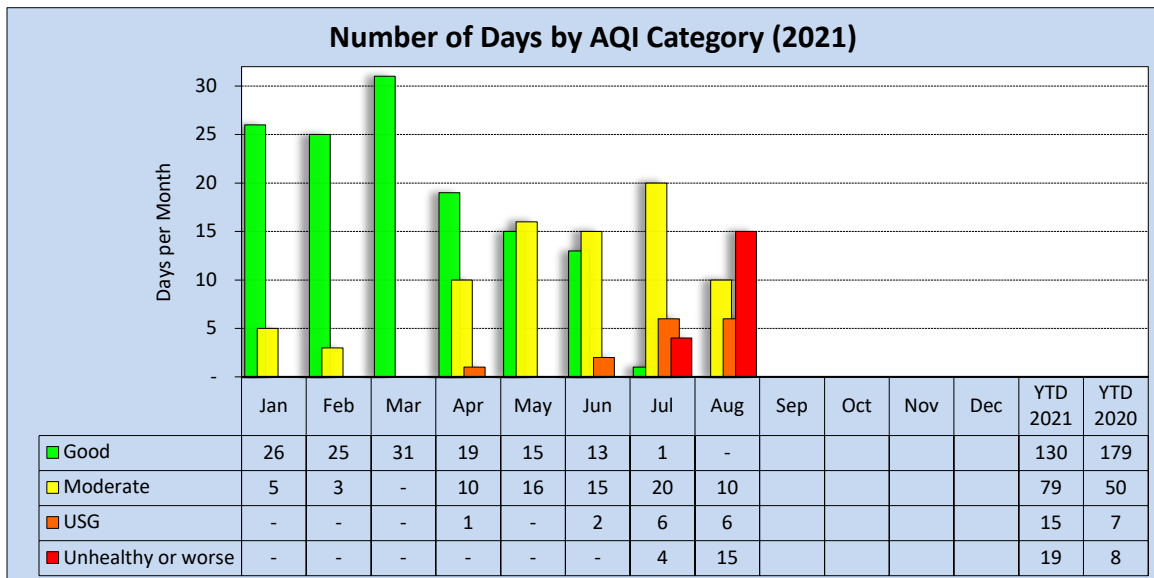
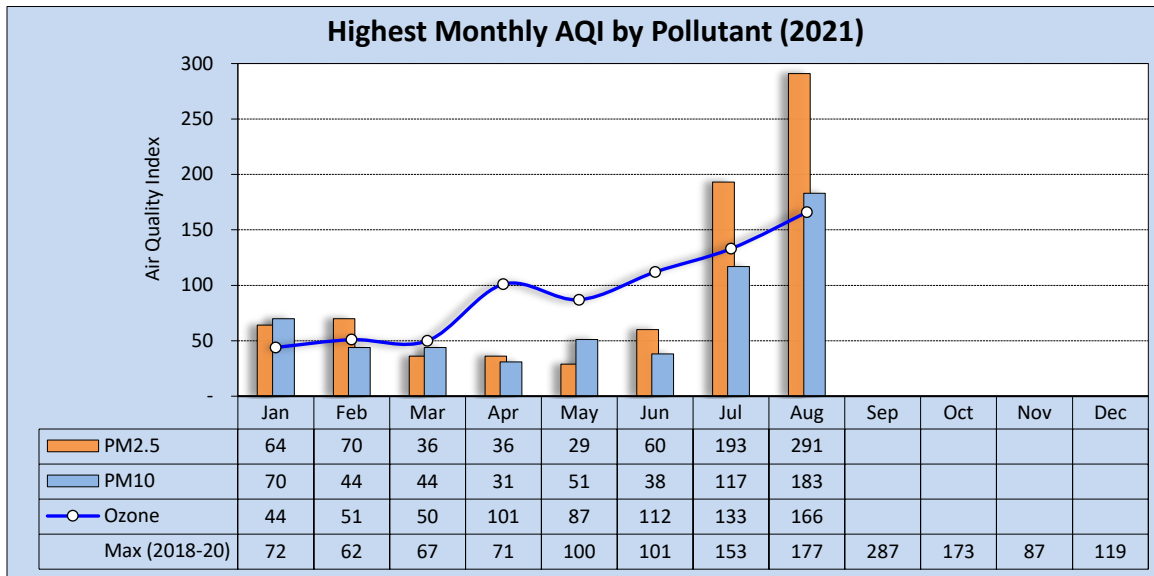
For additional information please visit the website below.

<https://www.ncei.noaa.gov/bams-state-of-climate>

Francisco Vega, P.E., MBA
Division Director

2. Divisional Update

- a. Below are two charts detailing the most recent ambient air monitoring data. The top chart indicates the highest AQI by pollutant and includes the highest AQI from the previous three (3) years in the data table for comparison. The bottom chart indicates the number of days by AQI category and includes the previous year to date for comparison.



Ambient air monitoring data in these charts represent midnight to midnight concentrations to illustrate comparisons to the NAAQS. These data are neither fully verified nor validated and should be considered PRELIMINARY. As such, the data should not be used to formulate or support regulation, guidance, or any other governmental or public decision.

3. Program Reports

a. Monitoring and Planning

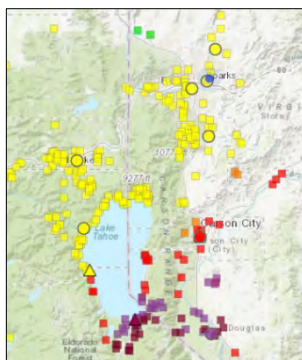
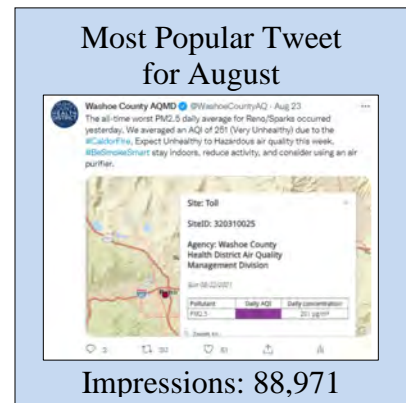
August Air Quality: There were 14 exceedances of the ozone, 21 exceedances of the PM_{2.5}, and 11 exceedances of the PM₁₀ National Ambient Air Quality Standards (NAAQS). The highest ozone, PM_{2.5}, and PM₁₀ concentrations for the month are listed in the table below.

Pollutant	Concentration	Date(s)	Site(s)	Notes
Ozone (8-hour)	0.092 ppm	8/23	Spanish Springs	Caldor Fire; 13-year max
PM _{2.5} (24-hour)	241.6 µg/m ³	8/23	Toll	Caldor Fire; 22-year max*
PM ₁₀ (24-hour)	319 µg/m ³	8/23	Toll	Caldor Fire; 34-year max*

*Highest 24-hour concentration ever recorded.

PM_{2.5} Monitoring and Planning in Washoe County: In 1997, the EPA established a NAAQS for PM_{2.5}. AQMD began monitoring for PM_{2.5} in 1999 with a single site in downtown Reno. Wintertime residential woodsmoke (fireplaces and woodstove) was our region's primary PM concern. Developing and implementing the AQMD's woodstove program in the late 1980s gave us a ten-year head start on meeting the PM_{2.5} NAAQS.

As additional health studies became available, the NAAQS were strengthened to protect public health. The 24-hour standard was strengthened from 65 to 35 µg/m³ and the annual standard from 15.0 to 12.0 µg/m³. Even with the stronger NAAQS, wintertime PM concentrations improved the number of Red Burn Codes declined as well. The last wintertime PM_{2.5} exceedance occurred in 2013.



Fast forward to the 2010s and 2020s. Our PM season is now summer and primarily dominated by wildfire smoke. Wildfires today are more explosive which means more smoke, more PM emissions, and extremely high downwind concentrations. Our ten highest (and counting) PM concentrations ever measured have been since last summer. Our current network consists of four sites in the Truckee Meadows, however, low-cost sensor technology has helped fill in the spatial and temporal gaps. The AirNow Fire and Smoke map adds dozens of data points for our customers to make the best decisions to protect their health.

Daniel K. Inouye
 Supervisor, Monitoring and Planning

b. Permitting and Compliance

August

Staff reviewed sixty-seven (67) sets of plans submitted to the Reno, Sparks or Washoe County Building Departments to assure the activities complied with Air Quality requirements.

In August 2021, Staff conducted twenty-five (25) stationary source inspections; twenty-two (22) gasoline station inspections; and seven (7) initial compliance inspection. Staff was also assigned thirteen (13) new asbestos abatement projects, monitoring the removal of approximately forty-four thousand eight hundred and fifty-one (44,851) square feet and zero (0) linear feet of asbestos-containing materials. Staff received six (6) facility demolition projects to monitor. Each asbestos demolition and renovation notification and construction notification projects are monitored regularly until each project is complete and the permit is closed. Further, there were seventeen (17) new construction/dust projects comprised of an additional two hundred fifty (250) acres. Staff documented thirty (30) construction site inspections. During the month enforcement staff also responded to sixteen (16) complaints.

Type of Permit	2021		2020	
	August	YTD	August	Annual Total*
Renewal of Existing Air Permits	77	784	80	1,088
New Authorities to Construct	1 (New and Major Modifications)	43	3	60
Dust Control Permits	17 (250 acres)	150 (2526 acres)	21 (1210 acres)	238 (3,708 acres)
Wood Stove (WS) Certificates	37	269	44	418
WS Dealers Affidavit of Sale	14 (9 replacements)	73 (46 replacements)	9 (4 replacements)	108 (65 replacements)
WS Notice of Exemptions	739 (11 stoves removed)	5855 (66 stoves removed)	945 (3 stoves removed)	8,740 (58 stoves removed)
Asbestos Assessments	49	476	54	648
Asbestos Demo and Removal (NESHAP)	19	171	22	242

COMPLAINTS	2021		2020	
	August	YTD	August	Annual Total
Asbestos	1	1	2	10
Diesel Idling	0	2	0	3
Dust	14	111	6	141
Nuisance Odor	1	49	7	36
Permit to Operate	0	8	0	4
Burn Code	0	0	0	0
General	0	0	0	0
TOTAL	16	171	15	194
NOV's	August	YTD	August	Annual Total
Warnings	11	58	1	5
Notice of Violation	6	31	1	3
TOTAL	17	89	2	8

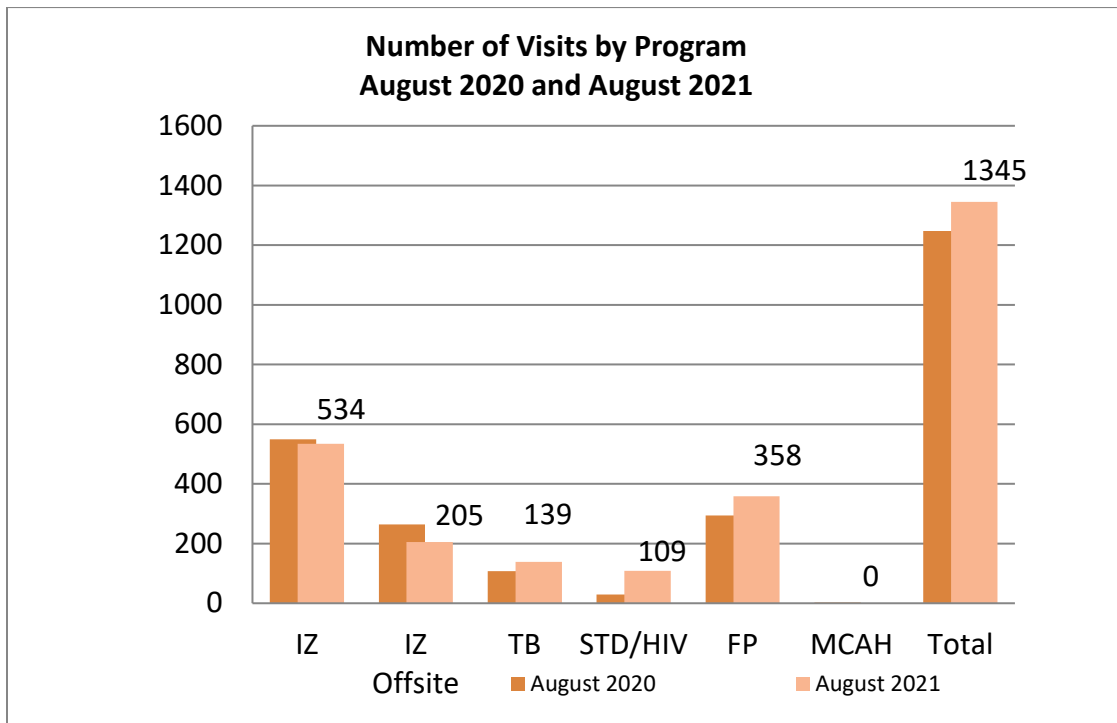
Joshua C. Restori
 Supervisor, Permitting & Compliance

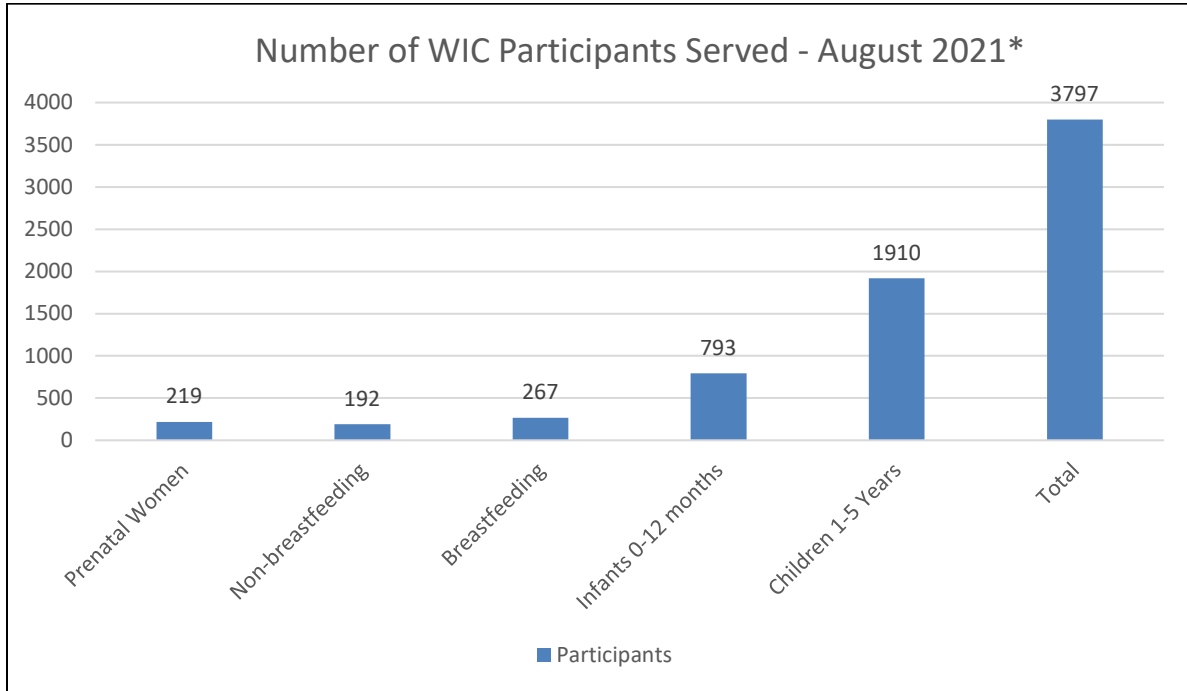
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**Community and Clinical Health Services
Director Staff Report
Board Meeting Date: September 23, 2021**

DATE: September 10, 2021
TO: District Board of Health
FROM: Lisa Lottritz, MPH, RN
 775-328-6159; llottritz@washoecounty.us
SUBJECT: Divisional Update – Data & Metrics; Sexual Health (Outreach and Disease Investigation), Immunizations, Tuberculosis Prevention and Control Program, Reproductive and Sexual Health Services, Chronic Disease Prevention Program, Maternal Child and Adolescent Health, Women Infants and Children, and COVID-19 Vaccinations

1.
a. Data & Metrics





* Changes in data can be attributed to a number of factors – fluctuations in community demand, changes in staffing and changes in scope of work/grant deliverables, all which may affect the availability of services.

2. Program Reports – Outcomes and Activities

- a. **Sexual Health (Outreach and Disease Investigation)** – Staff have been conducting Academic Detailing to providers that are interested learning more about pre-exposure prophylaxis (PrEP) implementation in their practice. PrEP is one of the foundations to the national and state Ending the HIV Epidemic. Academic Detailing offers short, educational sessions to providers to discuss public health issues and changes that can be made in their practice. The Nevada Division of Public and Behavioral Health disseminated a statewide technical bulletin on the implementation of SB325, the legislation that allows pharmacists to dispense PrEP and post-exposure prophylaxis (PEP) while following CDC guidelines. Another technical bulletin that provided an overview of SB211, requiring primary care and emergency providers to offer HIV and STD testing was also disseminated. Academic Detailing provides the opportunity to engage providers on both of these issues. In addition, with expanded disease investigation funding, all Sexual Health Program disease investigation staff, including support staff, will be trained in Academic Detailing. This will promote educational sessions on a variety of sexual health topics, as well as disease reporting and treatment.

- b. **Immunizations** – Immunization Program staff conducted three Saturday Back-to-School events in August in collaboration with Immunize Nevada and Community Health Alliance (CHA). All events were held at the Washoe County Health District location at 9th and Wells Avenue. WCHD COVID-19 strike team provided COVID-19 vaccination during these three Saturday events and

vaccinated 256 individuals. Events were held utilizing Patagonia's Mass Vaccination app for appointments which filled up quickly with Washoe County School District planning for in person learning this year. WCHD and CHA staff were able to accommodate walk-in clients and worked passed event times to get kids vaccinated and able to attend school. Staff vaccinated 280 kids and gave 791 vaccine doses during the Back-to-School events. CHA vaccinated 158 kids and administered 362 doses of vaccine. Additionally, the Immunization program staff served 527 individuals and administered 1457 vaccine doses at our onsite Immunization clinic which accommodated 140 walk-in clients during the month of August.

Several flu clinics are planned for September including a flu and COVID-19 clinic at St. John's Church on September 26th and a Health District Employee Flu clinic on October 1st. Additional flu clinics are still being planned, including one with Family Health Festival in October.

Immunization staff continue to work on Vaccines for Children (VFC) and COVID-19 grant deliverables. Staff completed three VFC Provider trainings, two VFC Provider compliance visits, and one COVID-19 Provider compliance visit in August. Staff continue to provide vaccine storage and handling support and vaccine redistribution to providers. Staff redistributed 2040 Pfizer, 534 Moderna and 1380 Janssen doses in the month of August to support 13 community providers and increase availability of COVID-19 vaccine in our community.

- c. **Tuberculosis Prevention and Control Program** – Staff are currently managing 5 active cases of TB. One ocular case, one kidney case, and three pulmonary cases. With the increase in immigration cases, dialysis referrals and civil surgeon referrals, staff are finding it difficult to maintain LTBI caseloads. Staff are currently working with community providers to evaluate and treat their own patients for LTBI. The TB program's newest nurse, Tasha Pascal continues to learn TB case management very quickly, and is becoming increasingly independent. A "save the date" for October 28, 2021 has been sent out for the 2020 TB Cohort Review.

- d. **Reproductive and Sexual Health Services** – Family Planning staff continues to provide outreach to the Washoe County Sheriff's Office and the Eddy House. Two providers attended the Virtual National Reproductive Health Conference August 10-13. Staff is in the process of implementing the Response Plan for the Program Review conducted by the Office of Population Affairs, due at the end of September. Staff are preparing for the Title X Competitive Grant notice of funding coming out this fall. Staff is working with Epidemiology to conduct a Needs Assessment. The program is currently recruiting for focus group members, developing a clinic survey and a key informant questionnaire. The first focus group was held September 1, 2021, with eight participants. Focus groups will continue through the month of September. Staff continues to work on implementation of FPAR 2.0.

e. **Chronic Disease and Injury Prevention Program (CDIPP)** –

The team welcomed two new staff in August:

- Zarmish Tariq filled a vacant position and will be working on tobacco prevention activities as well as well as responsible cannabis use.
- Joe Dibble fills a new position focusing on injury prevention, which allows the team to broaden its scope of prevention activities.

To improve healthy food access in communities where healthy options are limited, staff are piloting a Healthy Corner Store project and has started planning activities and outreach to corner store owners.

f. **Maternal, Child and Adolescent Health (MCAH)** – The Washoe County FIMR Program completed data abstraction and entry for all 77 cases in the National Fatality Review Case Reporting System (NFR-CRS). Data has been requested from the State of Nevada DPBH for use in the FY21 Annual Report. Staff continue to refine processes for contacting women for maternal interviews as we are finding that many women are back to work and do not have time during the day to talk. Resources are offered for these cases. Staff is working with other FIMR programs to create a new family friendly brochure and a mail-in or online survey with maternal interview questions as an alternative to an in-person or phone interview. Staff continue to attend partnership meetings with Pregnancy Infant Loss Organization of the Sierras (PILSOS), Child Death Review and National FIMR. Staff continue to assist with planning and implementation of the Pregnancy and Infant Loss Support Organization of the Sierra (PILSOS) “Time for Remembrance” annual event on October 11, 2021, at Idlewild Park. Staff will assist at the event. Staff did a brief presentation at the August Case Review Team (CRT) meeting about Baby and Me Tobacco Free Program and shared brochures with the CRT and their practices. The Case Review Team welcomed members of Intertribal Council WIC to help the team learn about the tribal culture and resources available to indigenous women. Staff attended the National Center for Fatality Review and Prevention (NCFRP) “open house” session on the National Fatality Review Case Reporting System (NFR-CRS). This week is Maternal Suicide Awareness Week, September 5th-11th. Staff continue to follow lead and newborn screening referred cases.

g. **Women, Infants and Children (WIC)** – In August, the WIC program completed an annual review of the South Reno (Moana) office. Due to COVID, the review was done virtually and required significant time to compile and send requested records and documentation showing compliance and completion of required activities. In addition to the documents sent, the state reviewed records in the electronic Nevada WIC database to ensure adherence to policies and procedures related to handling WIC clients and benefits. The final report letter will be issued in September or October, but during the final audit meeting those at the State WIC office performing the audit stated they consider the review to be “very positive” particularly with the barriers that COVID has placed on WIC operations.

- h. **COVID-19 Vaccinations** -- There were 13 COVID vaccination clinics in August at the Reno-Sparks Livestock Events Center and 25 community vaccination PODs. Approximately 2,772 individuals were vaccinated in July.

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**Environmental Health Services
Division Director Staff Report
Board Meeting Date: September 23, 2021**

DATE: September 3, 2021
TO: District Board of Health
FROM: Erin Dixon, Division Director
 775-328-2644; edixon@washoecounty.us
SUBJECT: Environmental Health Services (EHS) Division: **Highlighted Program; Program Activities; Consumer Protection** (Food/Food Safety, Commercial Plans, Permitted Facilities); **Environmental Protection** (Land Development, Safe Drinking Water, Vector-Borne Diseases, Waste Management); and **Inspections**.

Highlighted Program: Vector Borne Disease Program

The Vector-Borne Disease Program is responsible for monitoring and control of zoonotic and vector-borne disease through active surveillance of insect, bird, mammal and reservoir host species. The mission of the program is to limit the spread of vector-borne diseases in humans and domestic animals through active surveillance, timely control, prevention, and public outreach. The program works closely with regional partners for disease testing, regulation enforcement, animal control, and animal population monitoring.

The program utilizes a variety of control and surveillance strategies based on specific disease/vector relationships. Active mosquito surveillance and abatement occur mainly from March through October but can take place all year. Rabies control and enforcement is conducted year-round and cooperatively with Regional Animal Control Services, WCHD Communicable Disease Epidemiology Program, and regional veterinary partners. Diseases associated with rodents, small animals, ticks, fleas, mice, and small flies are monitored indirectly through cooperation with regional partners. Additionally, the program conducts building plan reviews to prevent the development of mosquito sources associated with managed stormwater and rodent habitats through landscaping features.

History of the Program:

Mosquito abatement and mosquito-borne disease surveillance has been in operation since the early 1980s (Figure 1). The Truckee Meadows community historically included many thousands of acres of irrigated pastures from the Spanish Springs, Hidden Valley, Damonte Ranch, and Washoe Valley regions requiring widespread mosquito abatement. Today those pastures have largely been replaced with residential developments reducing the overall number of mosquitoes produced through agricultural irrigation. However, mitigated wetlands and stormwater infrastructure remain and provide habitat for more competent vector species within our urban landscapes.

ENVIRONMENTAL HEALTH SERVICES

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Figure 1. Historical image of mosquito control application from 1980. The applicator in this image is most likely applying a liquid larvicide mixture.

Program Structure:

The program is staffed with a Program Supervisor, a full-time Senior Environmental Health Specialist, two half-time Registered Environmental Health Specialists, and 5-6 seasonal Public Service Interns. The program collects fees from commercial plan review, but it is primarily non-fee based. The Senior REHS and REHS staff conduct and coordinate all mosquito abatement and disease surveillance along with the seasonal Intern staff. In addition, they coordinate with regional partners for the monitoring and control of non-mosquito-borne disease. Under direction, the seasonal staff conduct the majority of ground surveillance and control of regional mosquito populations.

Training requirements for REHS staff assigned to the program include at least one full year of exposure with increasing responsibilities. These staff are required to hold a permit with the Nevada Department of Agriculture for the application of mosquito and public health pesticides for government employees. Seasonal staff generally require a full month of hands-on exposure under the direct supervision of REHS staff and may apply pesticides under the direction of licensed employees.



Figure 2. Adult mosquitoes collected using CO2 collection traps. Typically, 10 traps are set out per trapping event. All mosquitoes are identified to species level and submitted to the Department of Agriculture Animal Disease Lab for testing of West Nile virus, Saint Louis encephalitis, and Western Equine encephalomyelitis.

Successes and Challenges:

Program success is measured in the prevention of vector-borne disease in humans and domestic animals in the region. This is accomplished through a comprehensive approach that includes active surveillance (Figures 2 & 3), timely control, and public outreach. Direct monitoring and control of diseases is practical for some mosquito-borne diseases but for diseases which are not as easy to directly survey and control, like Hantavirus, plague, and Lyme disease, repetitive and timely public outreach is used to maintain public awareness.

A major challenge for the program is the ability to adapt to changes in vector-human interactions as a result in community growth and development. Because many of the diseases of concern for the program are zoonotic and may often present themselves in wildlife before humans and domestic animals, it is essential that the program maintain relationships and open communication with regional partners including Regional Animal Control Services, USDA Wildlife Services, Nevada Department of Agriculture, and neighboring health districts and vector control programs in Nevada and California.

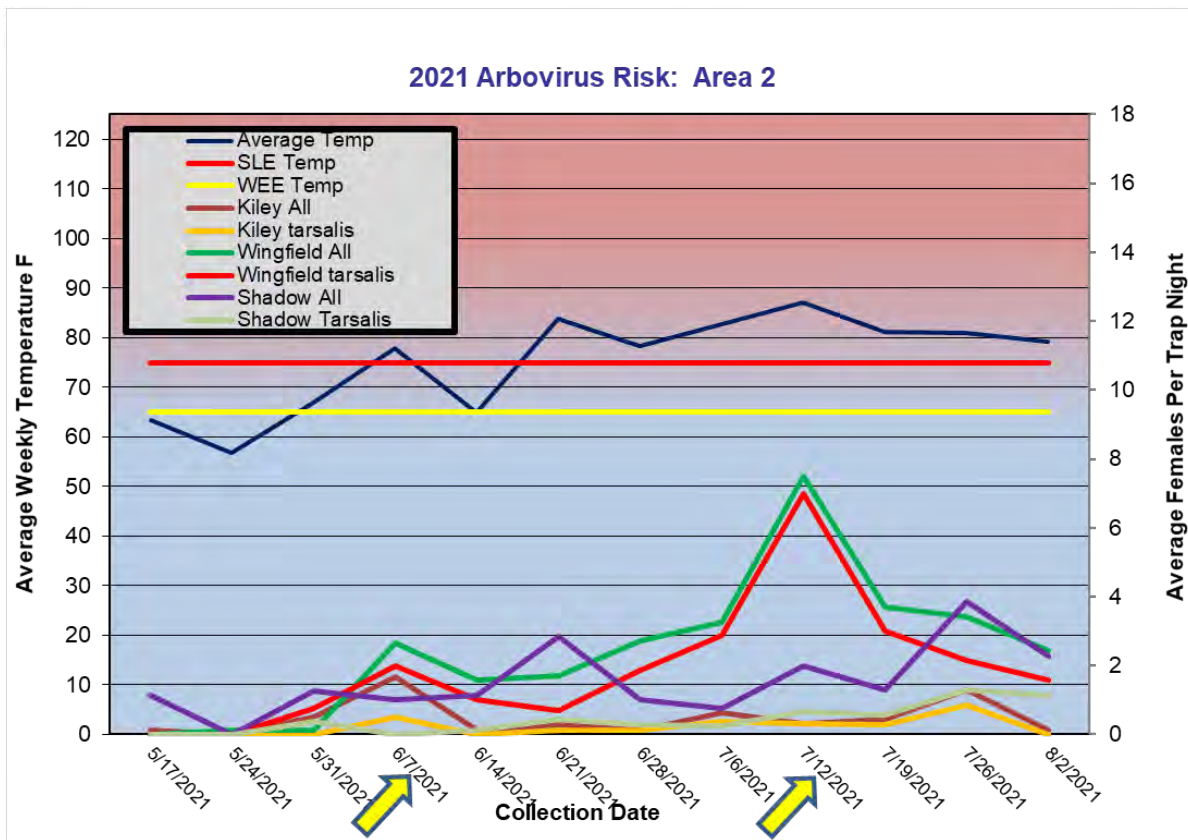


Figure 3. Arbovirus risk charts are developed weekly to monitor adult mosquito populations of all species as well as competent vector species (*Culex tarsalis*). Weekly average temperatures above 65 degrees and average daily mosquito collections above 10 mosquitoes per trap night indicate potential disease transmission. Arrows indicate aerial larvicide applications.

Future Trends and Direction:

The program will continue to monitor and plan for new and emerging vector-borne diseases, disease vectors, and novel zoonotic infections. Program staff are currently reviewing options for replacing portions of the large-scale mosquito abatement operations which have historically utilized rotary aircraft (Figure 4) with smaller UAV technologies. A primary goal of the program is to incorporate technologies that allow for greater accuracy and efficiency while providing better protections against vector-borne disease outbreaks.



Figure 4. Vector-Borne Disease Program staff load granular mosquito larvicides into helicopter. The typical load amount is five 40-pound bags per side. The helicopter can treat approximately 160 acres per hour depending on climate variability and product treatment rates.

Environmental Health Program Activities:

Consumer Protection

Food/Food Safety

- The Food Safety Team attended (virtually) the bi-annual meeting for the Conference for Food Protection. The Conference for Food Protection brings together representatives from the food industry, government, academia, and consumer organizations to identify and address emerging problems of food safety and to formulate recommendations. The Conference is a powerful organization that profoundly influences model laws and regulations among all government agencies and minimizes disparate interpretations and implementation. WCHD has participated in the conference for many years and strives to help shape the regulation that directly effects our community.
- The Food Safety Team has started the Program Self-Assessment which is an internal review by program management to determine whether the existing retail food safety program meets the Voluntary National Retail Food Regulatory Program Standards. This review must be completed once every five (5) years and it will help to obtain grants and awards from FDA to work on improving food safety in Washoe County.
- Epidemiology (EPI) –
 - Staff assisted the EPHP Communicable Disease Epidemiology Program on outbreaks at two separate child care facilities in August. During the site visits, staff reviewed mitigation procedures with the establishment employees including cleaning and sanitizing procedures, illness reporting and exclusion requirements.

- Staff conducted foodborne disease investigations at two local restaurants in the month of August. Foodborne illness contributing factors were found at one of the establishments and a validated foodborne illness complaint investigation fee was charged. Foodborne disease site investigations are triggered when an establishment receives two separate complaints of illness from individuals who do not know each other, when three complaints are received for the same establishment from a group that ate together but are not related to each other, or when four complaints are received for the same establishment from a family or related group of individuals within a 30-day period.

Epidemiology	JAN 2021	FEB 2021	MAR 2021	APR 2021	MAY 2021	JUN 2021	JUL 2021	AUG 2021	2021 YTD	2020
Foodborne Disease Complaints	8	6	4	8	9	11	16	12	74	130
Foodborne Disease Interviews	4	5	2	5	4	7	5	8	40	66
Foodborne Disease Investigations	0	1	0	0	1	2	4	2	10	7
CD Referrals Reviewed	13	13	13	18	20	12	19	22	130	82
Product Recalls Reviewed	13	19	26	27	26	20	14	18	163	61
Child Care/School Outbreaks Monitored	1	1	2	10	6	6	5	9	40	64

- Temp Foods/Special Events – Staff continued to conduct temporary food inspections at large events in addition to the many farmer's markets, food truck events and smaller scale ancillary events throughout Washoe County. Two of the area's largest special events occurred in August including Hot August Nights and the beginning of the Nugget Best in the West Rib Cook-Off.

Commercial Plans

- Commercial Plan Reviews have been increasing since April 2021.
- Program staff are assisting with the development of draft Public Pool and Spa Regulations.
- The program is currently fully staffed with the pending retirement of Mike Lupan. His years of work in the Commercial Plans program and historical knowledge and contribution to this program and the entire EHS Division will be greatly missed.

Community Development	JAN 2021	FEB 2021	MAR 2021	APR 2021	MAY 2021	JUN 2021	JUL 2021	AUG 2021	2021 YTD	2020
Development Reviews	41	28	50	34	32	39	30	13	267	357
Commercial Plans Received	83	73	113	100	102	107	123	114	815	1,059
Commercial Plan Inspections	22	33	36	41	37	40	42	51	303	396
Water Projects Received	1	5	1	10	5	10	1	3	36	64
Lots/Units Approved for Construction	251	233	197	192	228	95	53	243	1,492	1,685

Permitted Facilities

- Child Care – EHS Staff is preparing for a busy Fall and Winter season for child care inspections. Of the 105 permitted facilities, about 50% of the inspections for licensing are due and thus conducted from early September through the end of the year, while the other 50% are spread throughout the first eight months of the calendar year. Additionally, REHS staff is working on developing internal protocols and training for outbreak investigations in child care facilities. Staff conducted outreach to a child care provider with a presentation on controlling outbreaks in a facility that was closed earlier in the summer for failure to control spread of illness. This presentation will be extended to other facilities and the Human Services Agency (HSA).

- Public Bathing – Between Mid-July and the end of August, Staff completed the majority of all second round pool and spa inspections for 2021. Many facilities will close after Labor Day, which has resulted in a short season for pools and spas. Violations found during recent inspections have included fencing and barriers not at the proper height, rough surfaces that need resurfacing or plastering inside or on the deck of a pool or spa, and pool drain covers without proof of expiration. It was noted that many repairs and routine maintenance were postponed during COVID-19 closures.
- Schools – Staff assisted in the annual review of the Washoe County School District (WCSD) outbreak response plan as the 2021 school year started in early August. Inspections for the fall semester have started and have been prioritized for completion by early December.
- Training – Training continues for Permitted Facilities for two new REHS trainees. Both are completing their training in Pool and Spa inspections and are on track to complete School and Child Care inspection training by the end of September.

Environmental Protection

Land Development

- Land Development plan and inspection numbers remain steady with an average of 81 septic plans, 14 well plans and 111 inspections per month so far in 2021.
- Program staff is assisting with training a new staff member on septic and well plan reviews and inspections.
- As part of the ongoing review of the strategic plan, the Land Development team has begun evaluating how to update the strategic initiatives to increase standardization amongst staff and increase training levels and community partner participation.

Land Development	JAN 2021	FEB 2021	MAR 2021	APR 2021	MAY 2021	JUN 2021	JUL 2021	AUG 2021	2021 YTD	2020
Plans Received (Residential/Septic)	79	75	83	90	80	81	84	78	650	705
Residential Septic/Well Inspections	109	99	136	114	107	115	118	91	890	1,075
Well Permits	13	11	16	23	13	12	9	12	109	131

Safe Drinking Water (SDW)

- Staff have begun scheduling the 25 Sanitary Surveys that are due to be completed this year.
- A Maximum Contaminate Level violation was issued to two water systems during August for samples collected during July. One was for Nitrate, which is an acute health concern and one was for Manganese, which is mostly an aesthetic concern.
- Staff are revisiting outstanding Sanitary Survey deficiencies and requesting updates on these items from Public Water System operators. Any deficiency older than 120 days may trigger additional enforcement action by the EPA so the team is focusing on those items.
- Discussions are moving forward to update the Interlocal Agreement (ILA) with Truckee Meadows Water Authority (TMWA) to reflect the scope of work changes with the new contract. Staff are evaluating the inclusion of TMWA’s stand-alone systems into the ILA. It is expected that the update will go before the Board of Health in October.

Vector-Borne Diseases (VBD)

- Four aerial larvicide treatments were conducted between May 2021 and August 2021, totaling 2,631 treated acres.
- Adult mosquito trapping and testing for West Nile virus remains ongoing and no positive results have been reported in 2021.


Vector	JAN 2021	FEB 2021	MAR 2021	APR 2021	MAY 2021	JUN 2021	JUL 2021	AUG 2021	2021 YTD	2020
Total Service Requests	1	0	2	9	12	15	8	4	51	135
Mosquito Pools Tested	0	0	0	0	5	54	200	93	352	280
Mosquito Surveys and Treatments	0	2	1	126	60	371	171	86	817	72

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

- WM program staff attended the first illegal dumping task force meeting yesterday after being tabled since COVID-19.
- UST staff has begun training new staff assigned to the program and conducted some joint inspections with Nevada Department of Environmental Protection (NDEP).
- Mailers, emails, and website updates have occurred notifying operators of UST systems of public meeting dates and possible permitting of their systems.

Inspections:

EHS 2020 Inspections	JAN 2021	FEB 2021	MAR 2021	APR 2021	MAY 2021	JUN 2021	JUL 2021	AUG 2021	2021 YTD	2020
Child Care	5	8	5	4	8	13	10	10	63	142
Food/Exempt Food	356	496	610	565	373	491	333	358	3,582	4,264
Schools/Institutions	9	25	32	35	37	8	0	9	155	199
Tattoo/Permanent Make-Up (IBD)	5	7	9	8	9	14	9	3	64	112
Temporary IBD Events	0	0	0	0	0	0	0	0	0	1
Liquid Waste Trucks	5	4	4	2	0	16	19	16	66	110
Mobile Home/RV Parks	6	8	6	10	14	6	12	11	73	202
Public Accommodations	17	19	22	6	7	8	16	4	99	130
Aquatic Facilities/Pools/Spas	4	19	13	36	311	213	199	303	1,098	408
RV Dump Station	2	1	1	1	1	1	1	0	8	17
Underground Storage Tanks	0	0	0	0	3	1	0	0	4	10
Waste Management	12	9	9	21	10	22	8	12	103	211
Temporary Foods/Special Events	0	0	0	5	12	92	71	126	306	48
Complaints	47	40	41	55	55	91	96	59	484	911
TOTAL	468	636	752	748	840	976	774	911	6,105	6,765
EHS Public Record Requests	331	393	655	375	719	318	474	312	3,577	3,249

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**Epidemiology and Public Health Preparedness
Division Director Staff Report
Board Meeting Date: September 23, 2021**

DATE: September 3, 2021
TO: District Board of Health
FROM: Nancy Diao, ScD, EPHP Division Director
 775-328-2443, ndiao@washoecounty.us
SUBJECT: Communicable Disease, Public Health Preparedness, Emergency Medical Services, Vital Statistics

Communicable Disease (CD)

SARS-CoV-2 (COVID-19) - By the end of July, Washoe County Health District’s COVID Epidemiology team had received reports of 53,804 cumulative cases of COVID-19 for Washoe County residents.

The first Washoe Cou

nty case with Delta variant was sequenced and reported in early June, 2021. Since then, case counts have been climbing, and have dramatically increased to levels not seen since January 2021. As of the week of August 30, there are a few indications that transmission rates may have temporarily reached a plateau. However further observation of prolonged trend will need to be taken into account for the next few weeks. The level of case transmission currently mirrors levels from early November and mid-December, 2021 and were not expected at this rate in the middle of summer. The current surge is attributed to the highly contagious Delta variant, now responsible for more than 90% of cases occurring in Washoe County and more than 95% of cases nationwide.

Due to the surge in new cases, case investigations had to be prioritized as follows: 1) Cases aged 5-12 years; 2) Cases aged 13-17 years; 3) Cases aged 0-4 years; 4) Households with multiple positives. At this time, approximately 20% of the cases reported in the past 14 days have been assigned to a disease investigator.

Table 1: Number and Percent of Total COVID-19 Cases Reported by Month and Year, Washoe County, March 2020 – August 2021			
Month Reported	Number of COVID-19 Cases Reported	Avg number of Cases per Day	Percent of Cumulative Cases
2020			
March	143	5	0.3%
April	766	26	1.4%
May	658	21	1.2%
June	1228	41	2.3%

Table 1: Number and Percent of Total COVID-19 Cases Reported by Month and Year, Washoe County, March 2020 – August 2021			
Month Reported	Number of COVID-19 Cases Reported	Avg number of Cases per Day	Percent of Cumulative Cases
July	2367	76	4.4%
August	2095	68	3.9%
September	2300	77	4.3%
October	4028	130	7.5%
November	11159	372	20.7%
December	10114	326	18.8%
2021			
January	5505	178	10.2%
February	1637	58	3.0%
March	1424	46	2.6%
April	1482	49	2.8%
May	725	23	1.3%
June	623	21	1.2%
July	1631	53	3.0%
August	5976	193	11.1%

Figure 1 provides an overview to date of the total number of confirmed COVID-19 cases reported to Washoe County by MMWR week for both 2020 and 2021. From MMWR week 27 through week 34 case counts have increased. For situational comparison, during this time in 2020, the stay-at-home order had been lifted June 4th while other non-pharmaceutical interventions were in place such as mask wearing and social distancing. We currently have the vaccines available to prevent and reduce infection.

Fig 1: Total Number of Confirmed COVID-19 Cases by Week Reported in Washoe County, 2020-2021

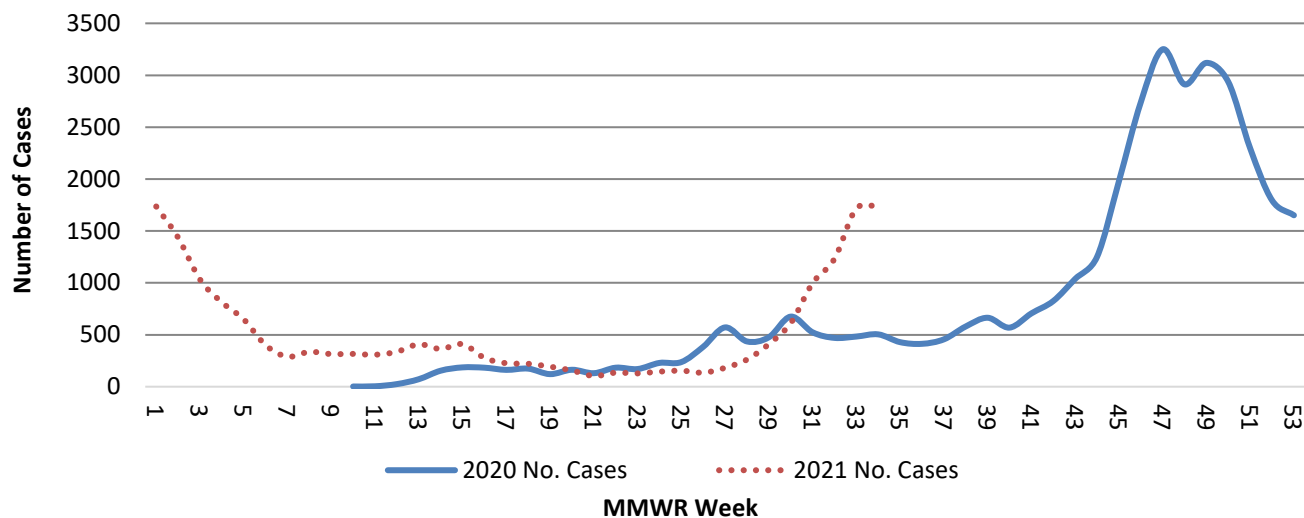


Figure 2 illustrates the number of new cases per 100,000 over the course of an eight-week period, starting from the second week in July through the end of August. The case rates per 100,000 population have increased 10-fold over the past four weeks from MMWR week 27 (36.39) through MMWR week 34 (391.3). The low, substantial, and high thresholds per 100,000 population are based on the CDC's indicators of community transmission.^{1,2}

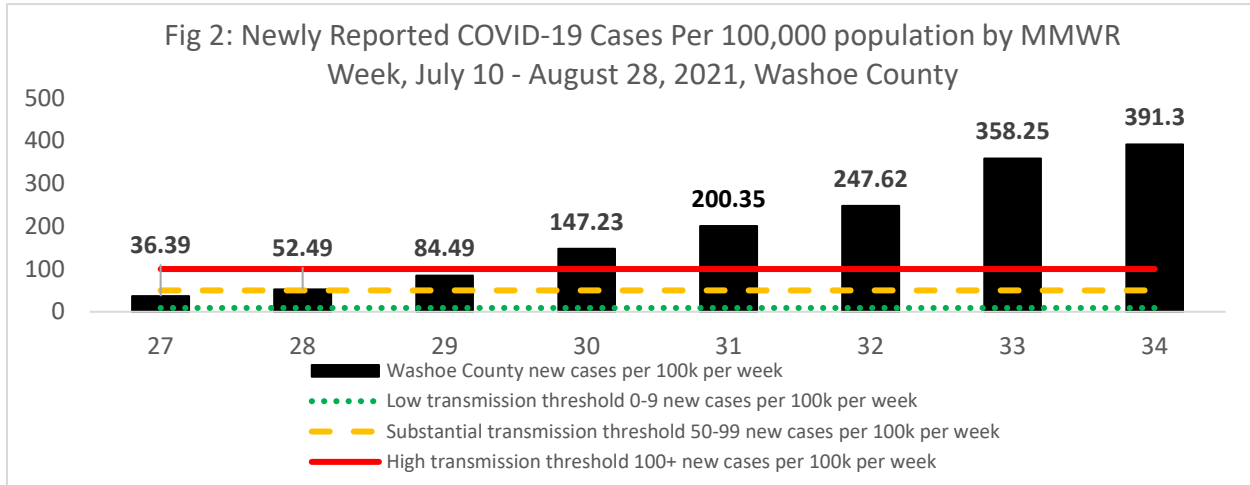
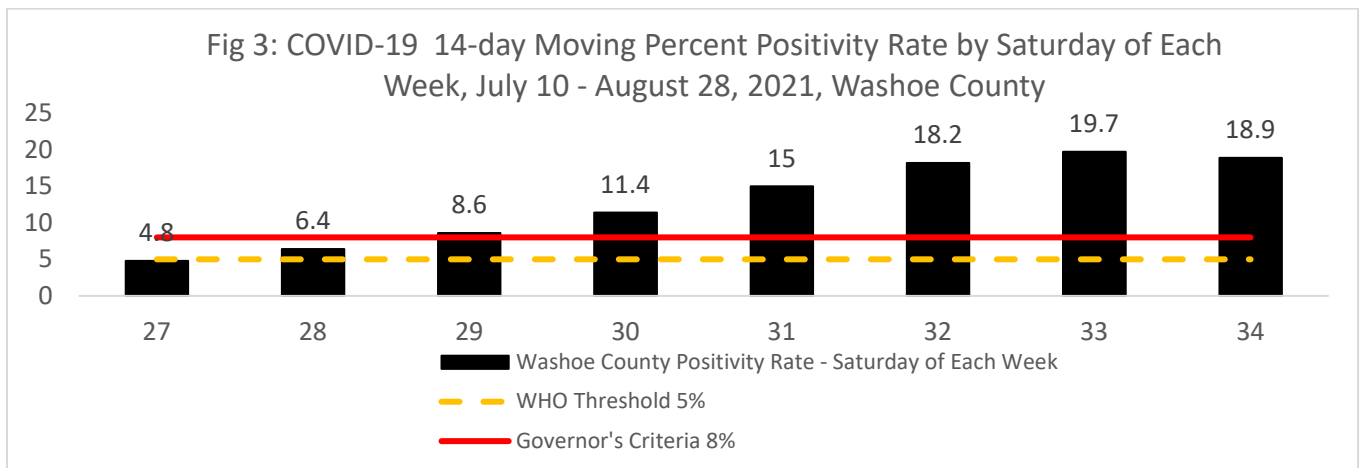


Figure 3 illustrates the percent positivity for each week ending Saturday. Percent positivity is defined as the number of tests that are positive divided by the total number of tests conducted on a given date. These data are calculated daily by the Nevada Department of Health and Human Services and the trends are provided in context with the Governor's COVID-19 Task Force threshold of 8% and the World Health Organizations' threshold of 5%. The percent positivity has increased over the past 8 weeks from 4.8% during week 27 to 19.7% in week 33.



¹ <https://www.cdc.gov/coronavirus/2019-ncov/community/schools-childcare/operation-strategy.html#footnote-1a>

² <https://covid.cdc.gov/covid-data-tracker/#county-view>

On May 25, 2021, the Washoe County School District Board of Trustees (BoT) voted to approve full in person learning for elementary, middle, and high schools starting fall of 2021. The Epidemiology Program Manager attended the meeting to answer any questions regarding a presentation to the BoT which included a summary of a contact tracing pilot program implemented during the 2021 summer school session. The contact tracing pilot program drastically reduced the burden on principals, school nurses, and teachers as it relates to contact tracing efforts and utilized Washoe County School District clinical aides. These aides were incorporated into the WCHD COVID Epidemiology Unit to help expedite information necessary to complete contact tracing in the classroom setting. After conducting a survey of Washoe County disease investigation staff, this pilot program appears to have been an improvement on the process followed through the 2020-2021 school year, this new process will be extended into the fall for the 2021-2022 school year in public schools.

On August 21, the EPHP Division Director, the Washoe County Health District Regional Operations Chief/Health Branch Director for the COVID-19 response, and the Epidemiology Program Manager met with representatives of the Washoe County School District to discuss ability to divide contact tracing between the two organizations. Both organizations recognized the need for this due to the number of cases that attend school while infectious and neither can sustain the workload burden alone. The WCHD proposed the cases be divided by grade level, such that WCHD conducts the contact tracing in the elementary school settings, and WCSD conducts contact tracing at the secondary school levels. This model will bring efficiency to the operations. This will reduce the amount of email traffic and phone calls required when WCHD is requesting from middle and high schools for seating charts and attendance information for multiple classrooms that had cases who attended while infectious. This new proposed model went into effect on September 7, 2021, and weekly meetings with the Washoe County School District were reinstated the week of the 7th as well.

From January 2020 through May 2021, the Epidemiology Program Manager has hosted a weekly local provider call Fridays at 0900. This call offers an opportunity for the Nevada State Public Health Laboratory, area hospitals, first responder agencies, IHCC members and local physicians to provide updates and ask questions as they relate to COVID-19. As of end of September, vaccine partners joined this call to provide weekly updates. On average there were 65 persons who attended this virtual meeting each week. Weekly updates are now occurring via email for efficiency of operations, sent out on Friday of each week.

Outbreaks – There were nine declared outbreaks over the course of August, all have occurred in school/daycare/childcare settings. There are four outbreaks classified as gastrointestinal (GI), one classified as COVID-like illness (CLI), and three of the four in the “other” category have been confirmed COVID-19 and one is an RSV outbreak. It is unusual to see cases of RSV at this volume during summer months, however, these types of viral respiratory increases outside the typical season are occurring nationwide.³

³ The Center for Disease Control and Prevention. Health Alert Network. HAN00443: Increased Interseasonal Respiratory Syncytial Virus (RSV) Activity in Parts of the Southern United States. DOI: <https://emergency.cdc.gov/han/2021/han00443.asp>

Type	January	February	March	April	May	June	July	August
GI - Gastrointestinal	1	1	2	12	4	4	2	4
ILI - Influenza Like Illness	0	0	0	1	0	0	0	0
CLI - COVID Like Illness	1	0	0	0	1	2	2	1
Other	0	0	0	1	1	2	3	4
Total	2	1	2	14	6	8	7	9

Epi News – Epi News is a brief (1-3 page) newsletter that has been produced and disseminated by the Washoe County Health District Epidemiology Program since 1997. Epi News publications are emailed and faxed to 200-300 subscribers and are available on the County website at <https://www.washoecounty.us/health/programs-and-services/ephp/communicable-diseases-and-epidemiology/epi-news/index.php>.

In August, there was only one Epi News release:

- Tickborne Diseases Series 6 of 6 – Anaplasmosis

General Communicable Diseases – During the month of August, 508 positive labs for reportable conditions were investigated by the Epidemiology team, this is an increase compared to the previous month of July (N = 330).

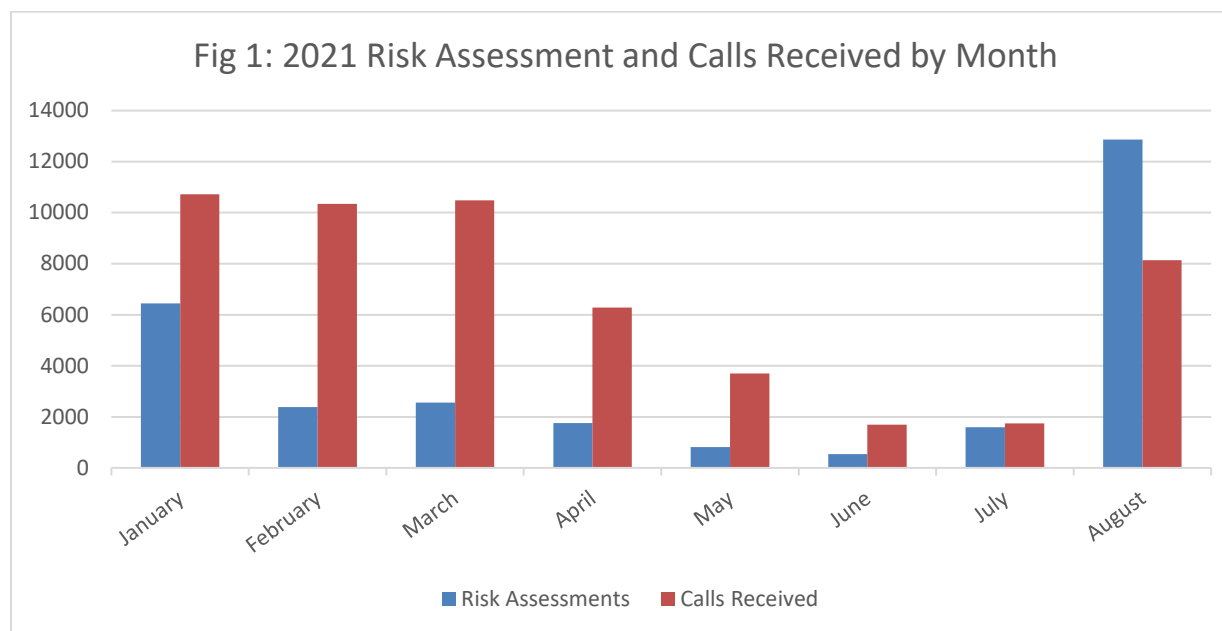
There was a backlog of data in the 2020 calendar year, during which the epidemiology staff were operating almost exclusively the COVID response. To date the epidemiology program has caught back up with data processing for all diseases, except for hepatitis C.

Public Health Emergency Preparedness (PHEP)

COVID-19 Response – The PHEP program continues to help support the COVID-19 response with ongoing planning and coordination efforts. This includes the weekly development of the ICS 209 for incident activity tracking as well as coordinating the weekly ICS meetings. The PHEP program also provides oversight and support to the Point of Screening and Testing (POST) operations.

Call Center and POST –The COVID-19 Call Center received more than 13000 risk assessments over the month of August resulting in an increase of over 707%. Some risk assessments were entered by end-users through the web portal, and others were entered by the Call Center staff. During the month of August, the COVID Call Center received more than 8140 calls, which was a 367% increase over July. Table 1 and Figure 1 summarizes calls received at the call center and risk assessment totals to date since the beginning of year 2021.

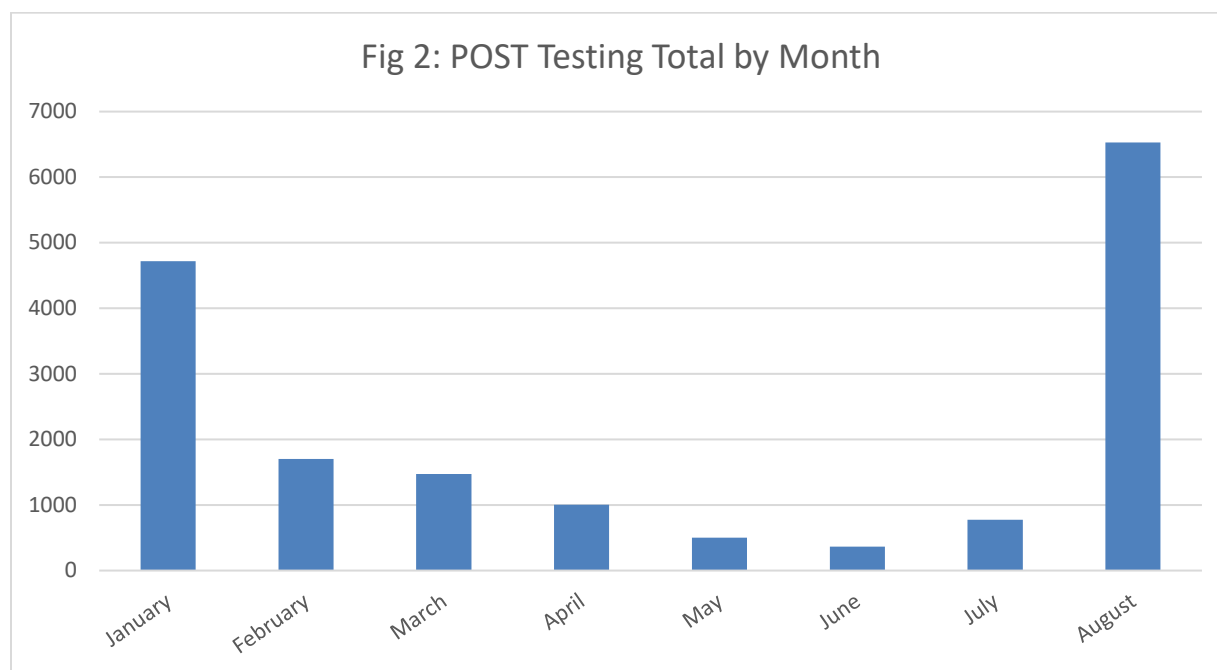
Table 1. Total Calls and Risk Assessment				
Month Reported	Risk Assessments	Inc/Dec	Calls Received	Inc/Dec
2021				
January	6447		10720	
February	2389	-63%	10347	-3%
March	2553	7%	10486	1%
April	1762	-31%	6278	-40%
May	822	-53%	3699	-41%
June	537	-35%	1694	-54%
July	1593	197%	1744	3%
August	12861	707%	8140	367%



As of August 31, 2021, the COVID-19 Call Center was staffed with a total of 13 personnel, comprised of two UNR paid contractors, three full time members of the National Guard, and eight temporary agency staff. All personnel were assigned to COVID-19 testing and vaccine related communications with the community and POST and POD preparation and support.

POST operations were amended from three-day operations to five-day operations on August 16, 2021. The POST tested 6531 individuals in August, an increase of 896% over the month of July. Table 2 and Figure 2 summarizes the number of tests completed at POST to date since the beginning of year 2021.

Table 2. Number of Tests Conducted at POST		
Month Reported	POST Tests	Inc/Dec
2021		
January	4718	
February	1704	-64%
March	1474	-13%
April	1005	-32%
May	500	-50%
June	365	-27%
July	776	113%
August	6531	742%



Healthcare Preparedness Planning (HPP)/Inter-Hospital Coordinating Council (IHCC)

Initial planning meetings for a Chemical Burn Radiological Nuclear and Explosive (CBRNE) full-scale exercise planned for the Spring of 2022 were held on August 4th and 23rd. This exercise will utilize multiple regional, hospital and EMS plans. Training for Hazwoper and Decon will be held at the acute care hospitals in September and October 2021.

On August 20, the HPP staff conducted a redundant communications exercise, with over 32 healthcare partners responding. HPP continues to participate in the weekly Hospital Net, a Ham Radio communications drill among hospitals in Northern Nevada and Eastern California.

Exercises such as this are important to provide opportunities to practice and maintain familiarity with different communication methods that might be used during a disaster.

Staff have been working with IHCC workgroups on many different ongoing items. The Hazard Vulnerability Assessment and Resource and Gap Analysis were sent out to partners for completion. IHCC members are working on the Multi-Casualty Incident (MCI) plan revisions, in particular the Burn Annex addition.

EMS Oversight Program

EMS Joint Advisory Committee (JAC) - The JAC meets bi-weekly to develop processes and protocols to accomplish the approved revisions and additions of goals in the Strategic Plan. Goals achieved during the August JAC meetings included the identification and agreement among the partners of 14 determinants that will not be responded to with lights and sirens. Responding to lower priority calls with lights and sirens does not statistically decrease response time but does put staff and the public at higher risk of traffic accidents.

A summary of the current strategies that continue to be addressed include:

- Goal 1, Strategy 1.1.5: EMS first response – prioritize and determine who responds to what calls.
- Goal 2, Strategy 2.2.4: Research and review full and unrestricted automatic response arrangements with EMS partners.

REMSA Exemption Requests - REMSA continues to experience high System Overload and Status 99 delays. Table 1 summarizes REMSA Exemption Requests.

Table 1: REMSA Exemption Requests							
Exemption	System Overload	Status 99	Weather	Other	Pending Review	Approved	Total
January 2021	23	2	*3 (BWE)			28	28
February 2021	5					5	5
March 2021	13					13	13
April 2021	52					52	52
May 2021	34					34	34
June 2021	135	47				182	182
July 2021	68	5				73	73
August 2021	121	111				232	232

REMSA Call Compliance - Due to low call volumes in the separately defined response Zones B, C and D, REMSA compliance response will be calculated in accordance with the Amended and Restated Franchise Agreement for Ambulance Service dated May 2, 2014, as combined Zones B, C, and D for all Priority 1 calls. Table 2 shows REMSA's compliance rate starting FY 2021-2022.

Month	Zone A	Zone B, C, and D
July 2021	84%	77%
August 2021	81%	80%

REMSA Franchise Agreement Updates - The Program is preparing data for the commencement of the REMSA Franchise Map Review for Fiscal Year 2021 and the EMS Annual Report for Fiscal Year 2019-20 and 2020-21.

Program staff is compiling compliance documentation for FY 20-21, per the revised REMSA Franchise Compliance Checklist. Documentation will be complete by the end of the calendar year.

The District Board of Health approved the revised changes to the Exemption Guidelines Letter recommended by the EMS Advisory Board on August 8, with the exception of the language to Construction and Declared Emergencies. Program staff will continue to work with REMSA on the language for those two items and take the recommendation to EMSAB in November.

Community Services Department (CSD) – Memo Review - The EMS Oversight Program staff reviews and analyzes project applications received from the Planning and Building Divisions of the CSD and provides feedback. Relevant agency comments are included in the staff report and agency conditions are incorporated as Conditions of Approval. Program staff reviewed 2 project applications for the month of August and had no comments or concerns.

Program staff met with REMSA, Truckee Meadows Fire and CSD on August 3rd to identify each agency's roles in CSD memo reviews and to prevent duplication of efforts when reviewing development projects. REMSA suggested the agencies provide a checklist to CSD to determine which aspects of development required review. Some items proposed to be discussed included are:

- Aerial approaches
 - Tower heights
 - Cranes
- Key/gate codes
- Nearest hospital (transportation time)
- Addition of water and hydrants on large developments
- Location of AED, bleeding kit and fire extinguishers
- Cellular coverage
- Construction Projects
 - Lane closures
 - alternate route congestion
- Public access buildings/gatherings

Mass Gatherings/Special Events - The EMS Oversight Program received one special event notification in August and did not have any comments or concerns, as the event did not meet EMS Mass Gathering requirements.

Vital Statistics

Vital Statistics has continued to serve the public through the mail, online and in-person. Vital Statistics staff registered 505 deaths and 446 births. No corrections were made during August. Vital statistics also submits weekly records on decedent information for HIV/AIDS, as well as a monthly update to senior services.

Table 1: Number of Processed Death and Birth Records

August	In Person	Mail	Online	Total
Death	1671	67	396	2134
Birth	1254	65	410	1729
Total	2925	132	806	3863

**Office of the District Health Officer
District Health Officer Staff Report
Board Meeting Date: September 23, 2021**

DATE: September 14, 2021
TO: District Board of Health
FROM: Kevin Dick, District Health Officer
 775-328-2416; kdick@washoecounty.us

SUBJECT: District Health Officer Report – COVID-19 Response, Board Member Recruitment, Joint Information Center, Public Health Accreditation, Community Health Improvement Plan, Strategic Planning, Behavioral Health Crisis Response, Health Disparities and COVID-19 Co-Morbidities Funding, American Recovery Plan Act Funding, Staffing and Space, and Public Communications and Outreach.

COVID-19 Response

The Health District's response to COVID-19 is predicated on our statutory obligations under NRS 441A and NAC 441A to "carry out measures for the investigation, prevention, suppression and control of communicable disease." These activities include informing the public of levels of COVID-19 transmission occurring in the community and educating them on risk mitigation practices, required measures such as mask wearing in public indoor places under the Governor's Directive 047, investigating confirmed cases of COVID-19 to have cases isolate and close contacts quarantine, providing testing to confirm cases of COVID-19, and dispensing vaccinations to prevent or suppress COVID-19 transmission and reduce morbidity and mortality from the disease.

Over the past month Washoe County has experienced a continued increase in new daily cases as well as the test positivity rate. As of September 14, the test positivity rate under the State County Tracker system over 14 days with a seven-day lag was 20.1% and the case rate per 100,000 over 30 days was 1,598. This represents a 4.7 % increase in the test positivity rate and a 79% increase in the case rate per 100,000 over 30 days from those rates reported in the August monthly report. Our test positivity rate far exceeds that of Clark County (9%) and Clark County's case rate per 100,000 over 30 days of 727. On September 14, the 7-day average of new cases was 300.4. This represents 49% increase from the 7-day average of 201 new cases per day reported in the August monthly report. The CDC designates the County as a region of high transmission due to the number of new cases per 100,000 over a 7-day period exceeding 100, at 414.19 and the and the 7-day average test positivity through September 12 of 22.67% exceeding 10%. On September 14, the Nevada Hospital Association reported 209 people hospitalized in Washoe County with confirmed or suspected COVID-19, this is an increase from 145 people hospitalized reported in the July monthly report. Hospitalizations have risen 44% over the month and 43 of these cases were in the intensive care unit and 29 were on ventilators.

Health District staff continue to conduct disease investigations of cases occurring to isolate them and notify close contacts. However, with the reopening of schools for in-person learning, our skyrocketing number of new cases and the attrition of our disease investigation staffing, we have been overwhelmed and have been

Date: January 28, 2021

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required to prioritize pediatric cases and household infections for disease investigations. As a result, we are able to provide timely investigation of only 25-30% of cases. As of September 10, we have had 494 people attend school while infectious since schools reopened on August 9. We are working with the School District so that they can take the lead on contact tracing in middle schools and high schools, which began to be implemented on September 7. The Health District is conducting COVID-19 testing to five days per week at the Reno Sparks Livestock Events Center (RSLEC) which are analyzed by the Nevada State Public Health Laboratory (NSPHL), which also conducts genomic sequencing of the positives. Our demand for testing has increased dramatically and we are filling our schedule of 550 people scheduled for testing per day. We continue to regularly receive results back from the lab within 24 hours and we have established an agreement for testing through Charles River Labs for testing if the NSPHL becomes overwhelmed. Walmart is conducting free evening and weekend testing at two of their locations under a federal contract.

The Health District continues to operate the vaccine point of dispensing (POD) at the RSLEC event center and is continues to conduct numerous community-based vaccination clinics. Vaccination clinics have been held and are scheduled at churches, schools, parks/events, brewpubs, shelters, and community centers. We have seen a small increase in vaccinations administered; however, demand remains low and over the past four weeks the Health District has averaged only 801 vaccinations administered per week. Over the past four weeks we have averaged 6,530 vaccinations administered per week county-wide by all providers. As of September 14, 62.44 percent of the population twelve and older were fully vaccinated and 68.92 percent of the population twelve and older had initiated vaccinations. Nevada National Guard members deployment at the Health District ended on September 14 and we hope to have them redeployed under new orders on September 20, 2021.

The FDA has approved administration of third doses of Pfizer and Moderna to individuals that are immunocompromised, and we have been administering these doses since August 18. We are providing them at the Livestock Events Center, our community PODS, and to homebound individuals. We are developing plans anticipating a significant increase in vaccinations through our POD if and when the FDA approves booster doses and preparing to meet this demand, while we continue to experience high demand for testing and are responding to the continuing surge.

On August 20, 2021, the State Board of Health (SBOH) adopted a proof of immunization for COVID-19 requirement for students attending the spring semester at universities, community colleges, and state colleges. On September 10, 2021, the SBOH adopted a proof of immunization for COVID-19 requirement for state personnel and contractors employed in healthcare and correctional settings.

On September 8, 2021, President Biden announced mandatory COVID-19 vaccination or weekly testing requirements for a number of employers. We are awaiting further details on implementation. The Health District is requiring COVID-19 vaccination for new employees.

Board Member Recruitment

Washoe County will be soliciting applicants for the Washoe County Appointed Board member position to the District Board of Health. We will post a link on the Health District website and applications can be submitted through the County's internet portal.

Joint Information Center (JIC)

The Joint Information Center was very active in August with increased messaging on social media and through the media about vaccine options, testing options through Walmart and other information about COVID-19 mitigation measures.

From the Health District perspective, we had one of our most prolific media months ever due to area wildfires. Our AQMD personnel completed interviews with CNN (3 stories total), Good Morning America, Inside Edition, Accuweather, Los Angeles Times, San Francisco Chronicle, and other regional outlets in addition to massive amount of media requests locally.

Public Health Accreditation

The Health District submitted Section 1 of the Annual Report which was reviewed by the Public Health Accreditation Board with the result that the Health District is no longer required to report on any measures identified by the Accreditation Committee. In short, we've addressed all outstanding concerns and will no longer have any additional reporting. This is a significant accreditation milestone.

Community Health Improvement Plan (CHIP)

The ODHO team is meeting with CHIP partners, collecting project updates, holding committee meetings and hosting round tables to advance CHIP initiatives and to collect information to provide an update on progress on the CHIP to the Board in October.

Strategic Planning

The WCHD team continues to work with OnStrategy to prepare a draft update to the Health District's strategic plan. The process is beginning from the middle of the organization out and has included five Division retreats including all levels of staff within the organization. We are taking a pause to reflect on lesson's learned in the last 18 months and incorporate learnings into an update of the current strategic plan.

Behavioral Health Crisis Response

This Health District kicked off the Behavioral Health Crisis Response Implementation Planning project. The project to reform and improve the crisis response system is supported by a contract with Social Entrepreneurs, Inc. and started with Leadership Council and Technical Advisory Committee meetings. Participants in the project include leadership from the Health District, County, cities, the State, hospitals, law enforcement, insurance companies, REMSA Health, and community organizations.

Health Disparities and COVID-19 Co-Morbidities Funding

WCHD has received a grant from the CDC via the state to address health disparities and COVID-19 co-morbidities. The \$1.5 million grant will allow the health district to build capacity to address the different health outcomes experienced by specific parts of our community including hiring seven additional staff – a Health Equity Coordinator, Media and Communications Specialist, two Community Organizers, and three Community Health workers. The initiative will include assessing organizational capacity, building community relationships, organizing community members to participate in health initiatives, linking community members to existing services to increase access and utilization, and targeted communications strategies.

American Recovery Plan Act (ARPA) Funding

The Health District provided a list of items to be considered for investment of ARPA funds the County has received. We have been invited to apply during the first round of funding for a mobile vaccination clinic/command post vehicle and for a technology services consultant to improve Accella functionality for the Health District.

Date: January 28, 2021

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Staffing and Space

Due to the increased ability for some staff to work remotely and with a growing number of health district staff we are working across the divisions to identify staff that are working, or able to work, remotely. We will use this information to explore alternative office/cubicle space opportunities that allows for us to use our space more efficiently accommodate increased staffing and services.

Att.: August Media Mentions

DATE	STORY	Inquiries
8/9/2021	RGJ: Washoe County kids are back in school: 'You can see it in their eyes. They are smiling'	<p>KOLO: Karlie Drew requested information on COVID-19 Delta variant cases.</p> <p>KOLO: Terri Russell asked about masks at gyms.</p> <p>KTVN: Bryan Hofmann asked for a contact with Nevada Hospital Association.</p> <p>KTVN: Valentina Bonaparte interviewed Brendan Schnieder about air quality and link to respiratory issues.</p> <p>RGJ: Siobhan McAndrew asked for comment about COVID-19 concerns with school starting back up. Response is in the article above.</p>
8/10/2021	<p>This is Reno: Rising COVID-19 cases spur health district hiring, please to follow vaccine and masking rules</p> <p>KUNR: COVID-19 Metrics Continue To Climb In Nevada</p> <p>KTVN: First breakthrough COVID-19 death reported in Washoe County</p> <p>Nevada Independent: As the unvaccinated cause a Fourth Wave, is it time for mandates?</p> <p>KTVN: Homebound people can receive a COVID-19 vaccine</p> <p>KTVN: Smoky days ahead in Washoe County - Brendan Schnieder interviewed</p>	<p>KTVN: Bryan Hofmann asked about hospital staffing again. Referred him to area hospitals.</p> <p>RGJ: Siobhan McAndrew had some COVID-19 questions as it relates to schools.</p> <p>KTVN: Michelle Lorenzo had a clarifying COVID-19 question.</p>
8/11/2021	<p>RGJ: Parent knowingly sent student to school with COVID-19, exposing more than 80 others</p> <p>KOLO: 'Mask breaks' OK for kids as long as social distancing is taking place – Nancy Diaio interviewed</p> <p>RGJ: WCSD health director says she doesn't know if masks work to prevent disease during COVID-19 discussion</p> <p>RGJ: Washoe County reports first death from rare COVID-19 breakthrough case</p> <p>Associated Press: Latest COVID-19 surge in Nevada mirrors rise to November peak</p> <p>KTVN: Rise In COVID Testing Creating Issues</p> <p>KRNv: COVID case leads to Herz Middle School quarantine after first day back</p> <p>KTVN: 80 People Exposed To COVID-19 At Marce Herz Middle School</p> <p>KOLO: 80-plus exposed to COVID-19 at Herz Middle School</p> <p>KTVN: More kids catching COVID-19</p>	<p>KTVN: Michelle Lorenzo interviewed Gayle Erickson about temp job opportunities available at WCHD.</p> <p>RGJ: Siobhan McAndrew had some more COVID-19 questions about Herz Middle School.</p> <p>KTVN: Cynthia Sandoval asked about cases at Herz.</p> <p>KRNv: Brett Forest asked about cases at Herz.</p> <p>KOLO: Steve Timko asked about cases at Herz.</p> <p>KTVN: Paul Nelson asked about pediatric COVID-19 cases.</p> <p>KRNv: Kenzie Margiott asked about pediatric COVID-19 cases.</p> <p>KOLO: Stanton Tang asked about RSV cases and hospitalizations.</p> <p>RGJ: Kristin Oh asked about breakthrough cases.</p> <p>Las Vegas Review Journal: Bill Dentzer asked about school closures as it relates to COVID-19.</p> <p>FOX 5 Las Vegas: Caitlin Lilly asked about Herz.</p>
8/12/2021	<p>CNN: More children are being admitted to hospitals with Covid-19 as health systems struggle to deal with surge of new patients</p> <p>KTVN: Washoe County Health District Hiring Temporary Positions As COVID-19 Cases Rise</p> <p> </p> <p>KRNv: Health District urges cooperation to stop the spread of COVID-19</p> <p> </p> <p>KTVN: WCHD looking for more cooperation with disease investigation</p> <p>RGJ: Washoe County reports first death from rare COVID-19 breakthrough case</p> <p>Associated Press: Latest COVID-19 surge in Nevada mirrors rise to November peak</p> <p>FOX5 Las Vegas: COVID-19 positive student sent to school</p> <p>KOH: Parent knowingly sent COVID-19 positive student to school</p> <p>KUNR: KUNR Today: COVID-19 Exposure In Washoe County School</p> <p>Sacramento Bee: Parent knowingly sent child with COVID to school, exposing 80, Nevada officials say</p> <p>The Source Information Radio Newsletter: Communities aim to be "Radio Ready" before the next round, Stephen Shipmen recognized</p>	<p>CNN: Chris Boyette inquired about cases at Merz Middle School.</p> <p>KTVN: Victor Park interviewed Scott Oxarart about penalties for knowingly exposing someone to COVID-19.</p> <p>KRNv: Zac Slotemaker interviewed Scott Oxarart about penalties for knowingly exposing someone to COVID-19. Footage was requested by NBC national and CNN.</p> <p>KOLO: Ed Pearce interviewed Scott Oxarart about penalties for knowingly exposing someone to COVID-19.</p> <p>Sacramento Bee: Don Sweeney asked for info about cases at Herz Middle School.</p> <p>RGJ: Siobhan McAndrew asked if we were going to pursue charges against Herz parent. No.</p> <p>KRNv: Jenee Ryan asked about COVID-19 hospitalizations among pregnant women. Passed to Nevada Hospital Association.</p>
8/13/2021	<p>Business Insider: More than 80 Nevada students may have been exposed to COVID-19 on the first day of class after a parent sent their infected child to school</p> <p>Nevada Independent: COVID fears, anger about safety measures cast shadow over first week of school</p>	<p>KOLO: Ed Pearce requested an interview about the COVID-19 booster. We don't have enough info to talk about it yet and won't administer it until we receive a technical bulletin from the state.</p> <p>KOLO: Ed Pearce requested an interview about meth and fentanyl use among teens. Passed them to the Sheriff's Office and HSA.</p> <p>RGJ: Siobhan McAndrew asked about additional clusters at WCSD schools.</p> <p>FOX: Catherin Park from FOX Television Stations asked about the case at Herz Middle School</p>

8/16/2021

[This is Reno: More than 700 dead from COVID-19 in Washoe County as cases again on the rise](#)
[RGJ: Washoe passes 700 COVID-19 deaths; health care system 'reaching a breaking point'](#)

KOLO: John Macaluso interviewed Dan Inouye about air quality and regulatory listening sessions.
KTVN: Cynthia Sandoval asked for clarification about the COVID-19 press release.
This is Reno: Bob Conrad asked for clarification about the COVID-19 press release.
KRNV: Andrea Esparza asked if masks help with wildfire smoke. N95s can help, but face coverings cannot.

Nevada Independent: Tabitha Mueller asked for an interview about COVID-19 policy moving forward. She is going to email questions.

KTVN: Valentina Bonaparte requested an interview about COVID-19. Declined since we're going back to doing Wednesday media briefings and our subject matter experts simply don't have enough time in the day.

KRNV: Jenee Ryan had a question about COVID-19 test shortages. No shortages at Reno-Sparks Livestock but we're hearing some of the rapid tests are in short supply.

CNN: Requested more information about the Herz Middle School cases.

PEOPLE: Requested information about Herz Middle School cases.

RGJ: Amy Alonzo interviewed Brendan Schnieder about air quality.

RGJ: Siobhan McAndrew asked about COVID-19 deaths.

This is Reno: Jeri Chadwell asked if we were concerned that more parents might drop off COVID-19 cases at school because we didn't move to press charges against the parent that did.

Sparks Tribune: Kayla Anderson had a COVID-19 question.

8/17/2021

[KOLO: Health District to host community air quality listening sessions](#)
[This is Reno: Health District seeks community input to shape air quality permitting regulations](#)

[RGJ: Why is it so smoky in Reno? Hazardous air quality continues for Northern Nevada](#)

[This Is Reno: COVID-19 cases confirmed at 16 Washoe County schools](#)
[RGJ: Commission chair blames mask mandate for 'undermining' Washoe County vaccination efforts](#)
[KTVN: More community vaccine opportunities this week at Boys and Girls Club on Neil Rd](#)
[KUNR: More than 700 COVID-19 deaths and 50,000 cases reported](#)

8/18/2021

[RGJ: Washoe County officials warn of alarming rise in young adults hospitalized for COVID-19](#)
[KTVN: County is ready to administer COVID-19 boosters when FDA approves](#)
[KOLO: Health District working with state to plan for booster shots](#)
[KTVN: Health District begins administering third dose vaccines to immunocompromised](#)
[KOLO: Cortez-Masto hosts wildfire roundtable - WCHD AQMD was there](#)
[RGJ: Updated Commission chair blames mask mandate for 'undermining' Washoe County vaccination efforts](#)
[FOX11: Third COVID-19 doses available to those immunocompromised](#)
[KTVN: Health District COVID-19 vaccines at Boys and Girls Club today](#)

Inside Edition: Brittany Kraus asked for details related to the Herz Middle School case.

KOLO: Mike Steffansen asked for permission to film the POD.

KTVN: Erin Simms asked for permission to film the POD.

RGJ: Siobhan McAndrew asked about COVID-19 cases in children.

This is Reno: Bob Conrad asked for the link to today's media briefing.

KRNV: Leanna Falk asked about freezers for dead bodies. Referred her to the Medical Examiner's Office.

KTVN: Valentina Bonaparte asked about third doses and booster shots.

KRNV: Jenee Ryan asked about hospitalizations. I sent her to the Nevada Hospital Association.

8/19/2021

[Associated Press: Nevada senator seeks new ideas to address wildfire smoke](#)
[KUNR: COVID-19 Hospitalizations Up In Washoe Co., Masks Required In National Parks](#)
[KOLO: Health District conducting mosquito abatement](#)
[FOX5 – Las Vegas: Health District says the area's 10 worst AQ days have happened in the last 11 months](#)
[FOX11: Health District spraying for mosquitoes today](#)
[KTVN: Vaccine available at Boys and Girls Club today](#)
[KTVN: Health District working with state on plan for boosters](#)

RGJ: Siobhan McAndrew had about 20 questions regarding COVID-19 and kids.

This is Reno: Jeri Chadwell asked about a COVID-19 rumor involving cases that went to school knowing they were COVID-19 positive.

8/20/2021

[Nevada Independent: As COVID in Washoe surges, local officials disagree on mask mandates](#)
[Las Vegas Review Journal: Jara: CCSD won't post COVID quarantine numbers out of privacy concerns](#)
[KOLO: COVID-19 update in Washoe County](#)
[KRNV: Parents react to COVID-19 protocols in sports](#)
[KOLO: Mask guidance and vaccines working to flatten the curve](#)
[KOH: COVID-19 numbers look frighteningly similar to last surge](#)
[KTVN: Vaccines and testing available today at Livestock Events Center, Food Truck Friday and UNR](#)
[KTVN: 19 percent positivity rate in Washoe County, experts say to be careful](#)
[FOX5 Las Vegas: Las Vegas marks 5,000 COVID-19 deaths; Reno seeing cases surge](#)
[RGJ: Why smoky summers could be Northern Nevada's new normal, air quality experts say](#)

RGJ: Siobhan McAndrew had more questions about COVID-19 and kids.

[RGJ: Half of Nevada's eligible residents are now fully vaccinated against COVID-19](#)
[KTVN: COVID-19 Case Counts Continue to Climb in Washoe County](#)
[KOLO: Washoe County COVID-19: 'Disease investigators are simply overwhelmed'](#)

8/23/2021

[KTVN: Washoe County Health District Issues Stage 3 Emergency Episode; Recommend to Stay Indoors](#)
[KOLO: Swill Coffee & Wine offers COVID vaccination clinic](#)
[Northern Nevada Business Weekly: As COVID in Washoe surges, local officials disagree on mask mandates - same story was published by Nevada independent last Friday](#)
[KUNR: COVID-19 Vaccine Required For NSHE Students, 3rd Dose Opens For Immunocompromised](#)
[Nevada Independent: Even with Delta variant, COVID-19 vaccines substantially reduce chances of hospitalization time and death](#)
[This is Reno: Agencies, officials team up to increase and promote fire resources](#)
[This is Reno: Disease investigators overwhelmed by Washoe's COVID-19 case numbers](#)
[KRNV: Washoe County issues first-ever air quality emergency, all residents should stay inside](#)
[KRNV: COVID-19 resurgence starting to resemble Washoe County's fall 2020 spike - Nancy Diao interviewed](#)
[San Francisco Chronicle: 'Apocalyptic': Tahoe area's hazardous air is worst in North America](#)
[KOLO: Air quality in Reno/Sparks considered 'Hazardous'](#)

8/24/2021

[Los Angeles Times: Hazardous air quality breaks records as Caldor fire pushes toward Lake Tahoe](#)
[CNN: Raging wildfires in California forced 42,000 to evacuate and drove Reno residents indoors due to historically bad air quality](#)
[KOLO: Community vaccine event at Brewer's Cabinet a success – Susie Deller interviewed](#)
[This is Reno: Poor air quality forces second day of cancellation for Washoe schools](#)
[KUNR: Washoe Co. Asks Residents To Stay Inside Due To Air Quality](#)
[San Francisco Times: Lake Tahoe suffers toxic, thick wildfire air — the worst in North America](#)
[KRNV/FOX11: Local health officials pleased with FDA approval of Pfizer vaccine](#)
[KRNV: WCHD reporting top 10 worst air quality averages all have occurred in last 11 months](#)

[KTVN: Sunday was the worst air quality day since 1999](#)

[KRNV: WCHD issues air quality emergency episode - Craig Petersen interviewed](#)
[KOLO: Air Quality emergency episode issued - Craig Petersen interviewed](#)

8/25/2021

[CNN: Tahoe, Reno areas have worst air quality in country due to smoke, raising concerns about a Covid surge - Kevin Dick quoted](#)
[KOLO: Vaccine event a success at Swill Coffee & Wine](#)
[KRNV: Air quality breaking records, not in a good way](#)
[CNN: These 7 states are under air quality alerts as wildfires rage in the West](#)
[KTVN: My two cents-does smoke help with mosquitoes?](#)
[FOX2 – Bay Area: Air quality among the worst it's been since 1999 - Dan Inouye interviewed on live TV](#)
[Tahoe Daily Tribune: Tahoe residents battling hazardous air quality - Craig Petersen interviewed](#)
[99.1 Talk: Air quality continues to be terrible](#)
[FOX5: Lake Tahoe suffers toxic, thick wildfire air — the worst in North America](#)
[ABC7 – Bay Area: Poor air quality continues to hamper Reno](#)
[Associated Press: Nevada's COVID-19 positivity rate down but up in Reno-Sparks](#)
[KOLO: Health district: 'COVID-19 testing has gone through the roof'](#)
[ABC: The Latest: 36% of Tennessee's COVID-19 cases are children](#)
[Big Country Homepage: Smoke from California wildfires cause Nevada to see worst air quality on record](#)
[RGJ: 'We've taken a step back': Health officials see alarming rise in COVID-19 cases](#)
[RGJ: As air quality worsens in Reno, employers grapple with when to send construction crews home](#)
[RGJ: Where can I get tested for COVID-19 in Washoe County? When will boosters be available?](#)

San Francisco Chronicle: Julie Brown interviewed Brendan Schnieder about poor air quality.
KRNV: Ben Margiott interviewed Nancy Diao about COVID-19.
KRNV: Kim Burrows interviewed Nancy Diao about COVID-19 testing in the area.
KRNV: Leanna Falk inquired about the FDA's approval of the COVID-19 vaccine.
KOLO: Mike Stefansson interviewed Craig Petersen about Stage 3 Emergency Episode.
KRNV: Brett Forrest interviewed Craig Petersen about Stage 3 Emergency Episode.
KOLO: Ryan Canaday had a question about mosquito abatement.
KTVN: Valentina Bonaparte had some questions about air quality.
KTVN: Cynthia Sandoval requested permission to take footage of the POD.
KUNR: Lucia Starbuck requested an air quality image that we use.

Good Morning America: Luigi Pasquariello interviewed Brendan Schnieder about air quality.
ABC News: Ginger Zee reached out to us on Twitter regarding air quality in Washoe County.
CNN: Rachel Ramirez reached out about the correlation between COVID-19 cases and smoke.
ABC 7 Bay Area: Wayne Friedman interviewed Brendan Schnieder about air quality.
NBC News: Alicia Lozano asked if asthma cases are going up due to poor air quality.
CBS 13 Sacramento: Marissa Perlman interviewed Dan Inouye about poor air quality.
KTVU Bay Area: Dan Inouye was interviewed on live TV from the biggest TV station in San Francisco about poor air quality.
KRNV: Kim Burrows inquired about COVID-19 testing and long lines at the POD.

RGJ: Kristin Oh inquired about COVID-19 testing and long lines at the POD, potentially a complaint from the public that was also sent to KRNV.

103.7: Panama interviewed Brendan Schnieder about air quality.
Government Computer News: Requested interview about use of GIS systems in COVID-19 response.
KRNV: Ben Margiott had questions about the local COVID-19 plan.

Accuweather: Craig Petersen was interviewed about air quality.
Washington Post: Craig Petersen was interviewed about air quality.
CNN: Rachel Ramirez had some follow-up questions about air quality.
Inside Edition: Brendan Schnieder was interviewed, but we don't expect coverage.
NBC Telemundo – Bay Area: Dan Inouye was interviewed about air quality.
CBS 13 Sacramento: Marissa Perlman interviewed Dan Inouye about poor air quality.
KTVU Bay Area: Dan Inouye was interviewed on live TV from the biggest TV station in San Francisco about poor air quality.
KOLO: Stanton Tang had questions about COVID-19 dashboard.
RGJ: I corrected an RGJ story about testing and vaccine sites.
Las Vegas Review-Journal: Mary Hines asked to be a part of our media calls.
KTVN: Valentina Bonaparte asked for COVID-19 info.
KOLO: Ed Pearce asked for details about wildfire smoke and COVID-19.

8/26/2021

[Good Morning America: Hazardous wildfire smoke blanketing Reno-Tahoe area – Brendan Schnieder interviewed](#)
[Inside Edition: Air quality hazardous in Reno, Lake Tahoe - Scott Oxarart interviewed](#)
[Accuweather.com: Lake Tahoe shrouded in smoke as Caldor Fire closes in](#)
[United Press International: Lake Tahoe shrouded in smoke as Caldor Fire closes in](#)
[RGI: 'We've taken a step back': Health officials see alarming rise in COVID-19 cases](#)
[KUNR: Washoe Co. COVID-19 Test Positivity Nears 20% - Reka Danko interviewed](#)
[KNPR Las Vegas: Over 30 COVID-19 deaths in August in Washoe County](#)
[KRNV: We have not had a "good" air quality day since July 4](#)
[KTVN: WCHD hosting vaccine clinic at DMV today](#)
[KTVN: UNR students want contact tracing done at university level](#)
[KTVN: COVID-19 testing expanding rapidly at Livestock Events Center](#)

This is Reno: Bob Conrad had a question about COVID-19 vaccine.
KRNV: Leanna Faulk had a question about COVID-19 hot spots.

8/27/2021

[This is Reno: Fully vaccinated Washoe County residents now in the majority](#)
[KQO: Over 60% of eligible residents fully vaccinated in Washoe County](#)
[KOH: Over 60% residents fully vaccinated](#)
[99.1 Talk: More than 500K COVID-19 vaccine doses administered](#)

Associated Press: Sam Metz reached out about ivermectin .
KRNV: Zac Slotemaker reached out about a COVID-19 issue.

8/30/2021

[KRNV: COVID-19 testing ramps back up in Washoe County with recent surge, rapid test hard to find](#)
[KOH: AQMD downgraded Stage 3 emergency episode to Stage 1](#)

KOH: Daniella Sonino will interview Soni Monga tomorrow about Breastfeeding Awareness Month and WIC services.
KTVN: Kelcie Atkin will be interviewed tomorrow about Breastfeeding Awareness Month and WIC services.
KRNV: Joe Hart had a question about quarantine. We're following up for more information.

8/31/2021

[N/A](#)

KOH: Daniella Sonino interviewed Soni Monga about Breastfeeding Awareness Month and WIC services.
KTVN: Kelcie Atkin was interviewed about Breastfeeding Awareness Month and WIC services.
KRNV: Joe Hart had a question about quarantine and documents we send out to positive cases.

Total **123**

98

Press Releases

[Masks, vaccine essential in slowing spread of COVID-19](#)
[Health District – Air Quality Division To Host Regulatory Listening Sessions This Week](#)
[700th COVID-19-related death and 50,000th COVID-19 case reported in Washoe County](#)
[People who are immunocompromised can now get third COVID-19 vaccine dose in Washoe County](#)
[Health District – Vector Borne Disease Program To Conduct Aerial Larviciding Thursday, Aug. 19](#)
[Health District Issues Stage 3 Air Quality Emergency Episode](#)
[60% of Washoe County residents 12+ fully vaccinated, 500,000 COVID-19 vaccine doses administered](#)
[Stage 3 Air Quality Emergency Episode Downgraded To Stage 1](#)
[August Is Breastfeeding Awareness Month – Washoe County Health District And Community Health Alliance Offer Free Services For Women](#)
[Two Reno Walmart locations to expand COVID-19 testing](#)

Total **10**

Social Media Followers

WCHD Facebook: 5,534 (+54 since Aug 1)
WCHD Twitter: 2,746 (+103 since Aug 1)