WASHOE COUNTY DISTRICT BOARD OF HEALTH

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

ANNOTATED AGENDA

Meeting of the
DISTRICT BOARD OF HEALTH
Building B
South Auditorium
1001 East Ninth Street
Reno, Nevada
April 22, 2010
1:00 PM
NOTICE

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

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

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

1.	Call to Order, Pledge of Allegiance Led by Invitation	HELD
2.	Roll Call	HELD
3.	Public Comment (3 minute time limit per person)	NO COMMENTS PRESENTED
4.	Approval/Deletions to the Agenda for the April 22, 2010 (action)	APPROVED
5.	Approval/Additions/Deletions to the Minutes of the March 4, 2010 Special Budget Meeting and the March 25, 2010 Meeting (action)	APPROVED APPROVED W/CLARIFICATION

6. Recognitions
A None This Month

NONE

7. Consent Agenda

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

A. Air Quality Management Cases

- Recommendation to Uphold Citations Unappealed to the Air Pollution Control Hearing Board
 - a. No Cases This Month
- Recommendations of Cases Appealed to the Air Pollution Control Hearing Boarda. No Cases This Month
- B. Recommendation to Approve Variance Case(s) Presented to the Sewage, Wastewater & Sanitation Hearing Board
 - 1. Mr. Robert Sader Case No. 1-10S (action)

APPROVED

- C. Budget Amendments / Interlocal Agreements / Authorized Position Control Numbers
 - Ratification of Amendment #1 to the University of Nevada School of Medicine Interlocal Agreement to Provide Physician Consultative Services, in the Total Amount of \$7,650 Per Year for the Period of July 1, 2009 through June 30, 2011 (action)
 - Ratification of Amendment #1 to the University of Nevada School of Medicine Interlocal Agreement to Provide Physician Consultative Services for the Sexually Transmitted Disease Clinic in the Total Amount of \$10,200 Per Year for the Period of July 1, 2009 through June 30, 2011 (action)
 - 3. Ratification of Amendment #1 to the University of Nevada School of Medicine Interlocal Agreement to Provide Laboratory director Services, in the Total Amount of \$2,700 Per Year for the Period of July 1, 2009 through June 30, 2011 (action)
 - Ratification of Amendment #1 to the University of Nevada School of Medicine Interlocal Agreement to Provide a Faculty Member to Serve as a Consultant on Pediatric Tuberculosis Cases, in the Total Amount of \$2,000 Per Year for the Period of July 1, 2009 through June 30, 2011 (action)
 - Ratification of Amendment #1 to the Washoe County School District Interlocal
 Agreement to Provide Student Educational Experiences as Part of Career Exploration
 in Public Health Related Professions for the Period of July 1, 2009 through June 30,
 2011 (action
 - Ratification of Amendment #1 to the Board of Regents of the Nevada System of Higher Education Interlocal Agreement to Provide Community and Clinical Public Health Opportunities for the School of Medicine Residents During Their Preceptorship Experience for the Period of July 15, 2009 through June 30, 2011 (action)
 - Ratification of Amendment #1 to the Board of Regents of the Nevada System of Higher Education Interlocal Agreement to Provide Educational Opportunities for School of Public Health Students to Engage in Practical Application of Classroom Instruction in a Public Health Agency Environment for the Period of July 14, 2009 through June 30, 2011 (action)
 - Ratification of Amendment #1 to the Board of Regents of the Nevada System of Higher Education Interlocal Agreement to Provide Educational Opportunities for Orvis School of Nursing Students to Engage in Practical Application of Classroom Instruction in a Public Health Agency Environment for the Period of August 17, 2009 through June 30, 2011 (action)

APPROVED

APPROVED

APPROVED

APPROVED

APPROVED

APPROVED

APPROVED

APPROVED

 Approval of Amendments Totaling an Increase of \$17,125 in Both Revenue and Expense to the FY 10 Adult Viral Hepatitis Grant Program Budget, Internal Order TBA (action)

APPROVED

8. Air Pollution Control Hearing Board Cases – Appealed to the District Board of Health
A. No Cases This Month

9. Regional Emergency Medical Services Authority

A. Review and Acceptance of the Operations and Financial Report for March 2010 (action)

B. Update of REMSA's Community Activities Since March 2010

ACCEPTED PRESENTED

 Review and Acceptance of the Monthly Public Health Fund Revenue and Expenditure for March 2010 (action) **ACCEPTED**

11. Presentation of the Fiscal Year 2011 Budget Update

PRESENTED

12. Presentation of and Recommendation to Adopt the Proclamation in Support of Declaring April 24 through Mary 1, 2010 "Give Kids a Boost Week" (action)

ADOPTED

13. Program Update – Nevada Clean Indoor Air Act (NCIAA)

A. Regulations

B. Compliance

C. New Products

PRESENTED

PRESENTED

14. Staff Reports and Program Updates

A. Director, Epidemiology and Public Health Preparedness – Communicable Disease; Public Health Preparedness (PHP) Activities

- B. Director, Community and Clinical Health Services "Get Healthy Washoe County Tobaccos Access and Child Nutrition 2010 Campaign" Reports Provided to Commissioner Bonnie Weber on the Family Planning Program, Public Health Nurse Home Visitation Program and Master Settlement Agreement (MSA) Funded Tobacco Program
- **C. Director, Environmental Health Services** Vector-Borne Diseases Program; Public Information and Outreach
- **D. Director, Air Quality Management** Monthly Report of Air Quality: Everything Green, Monitoring/Planning Activities, Permitting Activities, Compliance/Inspection Activity, and Enforcement Activity
- E. Administrative Health Services Officer No Report This Month
- F. District Health Officer Nevada State Medical Society Delegate Resolutions to be Presented at the Annual Conference; Budget Presentation to the Board of County Commissioners; National Association of Local Boards of Health (NALBOH) Conference
- 15. Board Comment Limited to Announcements or Issues for Future Agendas

COMMENTS PRESENTED

16. Adjournment (action)

ADJOURNED

NOTE: Disabled members of the public who require special accommodations or assistance at the meeting are requested to notify Administrative Health Services in writing at the Washoe County Health District, PO Box 11130 Building "B", Reno, NV 89520-0027 or by calling 328-2416.

WASHOE COUNTY DISTRICT BOARD OF HEALTH

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1:00 PM

1.

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Call to Order, Pledge of Allegiance Led by Invitation

2.	Roll Call	Ms. Smith
3.	Public Comment (3 minute time limit per person)	Mr. Smith
4.	Approval/Deletions to the Agenda for the April 22, 2010 (action)	Mr. Smith
5.	Approval/Additions/Deletions to the Minutes of the March 4, 2010 Special Budget Meeting and the March 25, 2010 Meeting (action)	Mr. Smith

Mr. Smith

Recognitions

A None This Month

Mr. Smith

7. Consent Agenda

Mr. Smith

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

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- Recommendation to Uphold Citations Unappealed to the Air Pollution Control Hearing Board
 - a. No Cases This Month
- 2. Recommendations of Cases Appealed to the Air Pollution Control Hearing Board
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Mr. Bonderson

Mr. Bonderson

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

Mr. Coulter

1. Mr. Robert Sader - Case No. 1-10S (action)

- C. Budget Amendments / Interlocal Agreements / Authorized Position Control Numbers
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 Approval of Amendments Totaling an Increase of \$17,125 in Both Revenue and Expense to the FY 10 Adult Viral Hepatitis Grant Program Budget, Internal Order TBA (action)

8.	Air Pollution Control Hearing Board Cases – Appealed to the District Board of Health A. No Cases This Month	Mr. Bonderson
9.	Regional Emergency Medical Services Authority A. Review and Acceptance of the Operations and Financial Report for March 2010 (action) B. Update of REMSA's Community Activities Since March 2010	Mr. Smith
10	Review and Acceptance of the Monthly Public Health Fund Revenue and Expenditure for March 2010 (action)	Ms. Coulombe
11.	Presentation of the Fiscal Year 2011 Budget Update	Ms. Coulombe
12.	Presentation of and Recommendation to Adopt the Proclamation in Support of Declaring April 24 through Mary 1, 2010 "Give Kids a Boost Week" (action)	Dr. Anderson
13.	Program Update – Nevada Clean Indoor Air Act (NCIAA) A. Regulations B. Compliance C. New Products	Mr. Sack Ms. Dixon Ms. Hadayia
14.	Staff Reports and Program Updates A. Director, Epidemiology and Public Health Preparedness – Communicable Disease; Public Health Preparedness (PHP) Activities B. Director, Community and Clinical Health Services – "Get Healthy Washoe County Tobaccos Access and Child Nutrition 2010 Campaign" Reports Provided to Commissioner Bonnie Weber on the Family Planning Program, Public Health Nurse Home Visitation Program and Master Settlement Agreement (MSA) Funded Tobacco Program C. Director, Environmental Health Services – Vector-Borne Diseases Program; Public Information and Outreach D. Director, Air Quality Management - Monthly Report of Air Quality: Everything Green,	Dr. Todd Ms. Brown Mr. Sack Mr. Goodrich
	Monitoring/Planning Activities, Permitting Activities, Compliance/Inspection Activity, and Enforcement Activity	
	 E. Administrative Health Services Officer – No Report This Month F. District Health Officer – Nevada State Medical Society Delegate Resolutions to be Presented at the Annual Conference; Budget Presentation to the Board of County Commissioners; National Association of Local Boards of Health (NALBOH) Conference 	Ms. Coulombe Dr. Anderson
15.	Board Comment – Limited to Announcements or Issues for Future Agendas	Mr. Smith
16.	Adjournment (action)	Mr. Smith

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WASHOE COUNTY DISTRICT BOARD OF HEALTH MEETING August 23, 2007 Page 9 Item No. 5 (clasification to March 25th minutes)

C. <u>Update – Discussion of Staggering the Appointments of the Three (3) District Board of Health Appointees to the REMSA Governing Board and Possible Direction to Staff</u>

Mr. Gubbels advised that at the request of the Board of Health at last month's meeting the REMSA Governing Board discussed the staggering of the terms of the District Board of Health's three (3) appointed members. Mr. Gubbels stated it was the recommendation of the REMSA Governing Board that, upon the completion of the existing four (4) year terms, the consumer representative be appointed for a three (3) year term; the attorney representative be appointed for a four (4) year term; and the accounting representative be appointed for a five (5) year term, for one appointment term; that subsequently all appointments would each be for four (4) years. Mr. Gubbels advised that this would resolve the issue of staggering the terms of appointment ensuring not all three (3) Board of Health appointees' terms of appointment would expire at the same time. Mr. Gubbels advised that the REMSA Governing Board approved an amendment to the REMSA Governing Board ByLaws to achieve this.

MOTION: Mr. Gustin moved, seconded by Mr. Smith, that the recommendation of the REMSA Governing Board that, upon completion of the current four (4) year term, to appoint the consumer representative for a three (3) year term; the attorney representative for a four (4) year term; and the accounting representative for a five (5) year term for one (1) appointment term, with all subsequent appointments being for a four (4) year term. Motion carried unanimously.

DBOH March 25, 2010

DBOH REMSA GOVERNING BOARD APPOINTEES

	Appointed Reappointed	Term Expires	Staggered	4 Year
CONSUMER	7/24/2007	7/24/2011	2014 (3)	2018
LEGAL	7/24/2007	7/24/2011	2015 (4)	2019
ACCOUNTANT	7/24/2007	7/24/2011	2016 (5)	2020

WASHOE COUNTY DISTRICT BOARD OF HEALTH MEETING April 22, 2010

PRESENT: Mr. Matt Smith, Vice Chairman; George Furman, MD; Commissioner Kitty Jung;

Amy Khan, MD; and Councilwoman Julia Ratti

ABSENT: Denis Humphreys, OD, Chairman and Councilman Dan Gustin

STAFF: Dr. Mary Anderson, District Health Officer; Eileen Coulombe, Administrative Health

Services Officer; Bob Sack, Director, Environmental Health Services; Andrew Goodrich, Director, Air Quality Management; Dr. Randall Todd, Director, Epidemiology and Public Health Preparedness; Mary-Ann Brown, Director,

Community and Clinical Health Services; Patsy Buxton, Fiscal Compliance Officer; Lori Cooke, Fiscal Compliance Officer; Bev Bayan, WIC Program Manager; Jennifer Hadayia, Public Health Program Manager; Tracie Douglas, Public Information Officer; Steve Fisher, Department Computer Application Specialist; Erin Dixon, Chronic

Disease Program Coordinator; Laurie Griffey, Office Support Specialist; Leslie

Admirand, Deputy District Attorney

At 1:00 pm, Vice Chairman Smith called the Washoe County District Board of Health meeting to order, followed by the Pledge of Allegiance led by Dr. George Furman, member of the District Board of Health.

ROLL CALL

Roll call was taken and a quorum noted. Ms. Griffey advised that Chairman Humphreys and Councilman Gustin are excused.

PUBLIC COMMENT

No public comment was presented.

APPROVAL/DELETIONS - AGENDA - APRIL 22, 2010

Vice Chairman Smith called for approval of the agenda of the Washoe County District Board of Health meeting of April 22, 2010.

Dr. Mary Anderson, District Health Officer, advised that item 7.C.7. should read the "...to Provide Educational Opportunities for the School of Community Health Sciences..." to note the current name.

In response to Ms. Ratti regarding an item on the agenda for the formation of a District Board of Health Committee for the review of Emergency Medical Services, Vice Chairman Smith stated that he discussed that with Chairman Humphreys; that Chairman Humphreys indicated "he is working on putting that together and it will be on next month's agenda."

MOTION: Ms. Jung moved, seconded by Ms. Ratti, that the agenda for the District Board of Health April 26, 2010 meeting be approved with the noted correction to item 7.C.7.

Motion carried unanimously.

<u>APPROVAL/ADDITIONS/CORRECTIONS – MINUTES – MARCH 4, 2010 SPECIAL BUDGET MEETING – MARCH 25, 2010 MEETING</u>

Vice Chairman Smith called for any additions, deletions or corrections to the minutes of the Board's March 4, 2010 Special Budget Meeting and the regular meeting of March 25, 2010.

Dr. Anderson advised that the Board members have been provided with a clarification of the March 25, 2010 minutes; that although it was stated at the meeting the Board of Health's REMSA Governing Board appointees were reappointed in 2008, those members were reappointed in 2007 and the terms of appointment are through 2011, at which time the appointments/reappointments will be staggered. Dr. Anderson advised that in 2011 the consumer appointment would be for a period of three (3) years; the legal representative appointment would be for a period of four (4) years; and the accountant appointment would be for a period of five (5) years for one (1) appointment term only, ensuring the members appointments would then be staggered. Dr. Anderson advised that all subsequent appointments/reappointments would then be for the four (4) year term.

Dr. Furman stated his previous concern was "that the Board of Health had not been provided any options other than re-appointing those individuals who were members of the Governing Board; that he does not want that to occur again." Dr. Furman stated that the appointments/reappointments should be far enough in advance to allow for options in the event other citizens may be interested in being considered for appointment. Dr. Furman stated that "he has no objections to the current appointees, as they are good members; that his concern is allowing other people, who may be interested, the opportunity to apply."

Vice Chairman Smith stated that the appointments in 2011 will be presented in enough time to allow for other citizens, who may be interested, in applying for the positions.

Ms. Eileen Coulombe, Administrative Health Services Officer, advised that she will assume the responsibility of ensuring there is sufficient time to allow any interested persons to apply.

MOTION: Ms. Ratti moved, seconded by Ms. Jung, that the minutes of the District Board of Health March 4, 2010 Special Budget meeting be approved as received; that the minutes of the March 25, 2010 meeting be approved with the clarification to the record as noted.

Motion carried unanimously.

RECOGNITIONS

There were no recognitions this month.

CONSENT AGENDA – SEWAGE, WASTEWATER AND SANITATION

The Board was advised that Staff and the Sewage, Wastewater and Sanitation (SWS) Hearing Board recommended **approval** of the following Sewage, Wastewater and Sanitation variance request:

Application of **MR. ROBERT SADER, Case No. 1-10S** for a variance request pertaining to property located at 19440 Annie Lane, Assessor's Parcel No. 017-320-23, from the requirements of Section 120.075 (Other Provisions) of the Washoe County District Board of Health Regulations Governing Sewage, Wastewater and Sanitation, allowing the construction of additional buildings to be used as living quarters to be served by an on-site sewage disposal system as outlined, stipulating to the Findings of Fact and subject to the four (4) conditions as outlined.

MOTION: Dr. Khan moved, seconded by Ms. Ratti, that the SWS Hearing Board recommendation to grant Variance Case No. 1-10S (Mr. Robert Sader) be approved stipulating to the Findings of Fact and subject to the four (4) conditions as outlined.

Motion carried unanimously.

CONSENT AGENDA - BUDGET AMENDMENTSS/INTERLOCAL AGREEMENTS

The Board was advised that Staff recommends **ratification** of **Amendment #1** to the **University of Nevada, School of Medicine Interlocal Agreement** in the **total amount** of **\$7,650 per year** to provide physician consultative services, for the period of July 1, 2009 through June 30, 2011.

The Board was advised that Staff recommends ratification of Amendment #1 to the University of Nevada, School of Medicine Interlocal Agreement in the total amount of \$10,200 per year to provide physician consultative services to the Sexually Transmitted Diseases (STD) Clinic for the period of July 1, 2009 through June 30, 2011.

The Board was advised that Staff recommends ratification of Amendment #1 to the University of Nevada, School of Medicine Interlocal Agreement in the total amount of \$2,700 per year to provide laboratory director services for the period of July 1, 2009 through June 30, 2011.

The Board was advised that Staff recommends ratification of Amendment #1 to the University of Nevada, School of Medicine Interlocal Agreement in the total amount of \$2,000 per year to provide a faculty member to serve as a consultant on pediatric Tuberculosis (TB) cases for the period of July 1, 2009 through June 30, 2011.

The Board was advised that Staff recommends **ratification** of **Amendment #1** to the **Washoe County School District Interlocal Agreement** to provide student educational experiences as part of career exploration in public health related professions for the period of July 1, 2009 through June 30, 2011.

The Board was advised that Staff recommends **ratification** of **Amendment #1** to the **Board of Regents of the Nevada System of Higher Education Interlocal Agreement** to provide community and clinical public health opportunities for **School of Medicine residents** during their preceptorship experience for the period of July 15, 2009 through June 30, 2011.

The Board was advised that Staff recommends **ratification** of **Amendment #1** to the **Board of Regents** of the **Nevada System of Higher Education Interlocal Agreement** to provide educational opportunities for the students of the **School of Community Health Sciences** to engage in practical application of classroom instruction in a public health agency environment for the period of July 14, 2009 through June 30, 2011.

The Board was advised that Staff recommends ratification of Amendment #1 to the Board of Regents of the Nevada System of Higher Education Interlocal Agreement to provide educational opportunities for Orvis School of Nursing students to engage in practical application of classroom instruction in a public health agency environment for the period of August 17, 2009 through June 30, 2011.

The Board was advised that Staff recommends approval of amendments totaling an increase of \$17,125 in both revenues and expense to the FY 10 Adult Viral Hepatitis Grant Program budget, Internal Order TBA.

MOTION: Dr. Khan moved, seconded by Ms. Ratti, that the Amendment #1s to the University of Nevada, School of Medicine Interlocal Agreements; Amendment #1 to the Washoe County School District Interlocal Agreement; the Amendment #1s to the Board of Regents of the Nevada System of Higher Education Interlocal Agreements with the School of Medicine, the School of Community Health Services; and the Orvis School of Nursing; and the amendments to the FY 10 Adult Viral Hepatitis Grant Program, be approved as outlined and the Vice Chairman authorized to execute on behalf of the Board were applicable. Motion carried unanimously.

REGIONAL EMERGENCY MEDICAL SERVICES AUTHORITY

A. Review and Acceptance of the Operations and Financial Report – March 2010

Mr. Jim Gubbels, Vice President of REMSA, advised that the Board members were provided with a copy of the March 2010 Operations and Financial Report; that the emergency response time for life-threatening calls in March was 93% and 95% for non-life threatening calls, with an overall average response time of five minutes and fifty-two seconds (5:52); and an overall average travel time of four minutes and forty-nine seconds (4:49). Mr. Gubbels advised that the monthly average bill for air ambulance service for March was \$5,678, with a year-to-date average of \$6,652. Mr. Gubbels advised that the monthly average bill for ground ambulance service for March was \$897, with a year-to-date average of \$938.

MOTION: Ms. Ratti moved, seconded by Mr. Smith, that the REMSA Operations and Financial Report for March 2010 be accepted as presented. Motion carried unanimously.

B. Update – REMSA's Community Activities Since March 2010

Mr. Gubbels advised that REMSA has completed the flu, pneumonia and H1N1 shot program for the season; that REMSA administered 973 immunizations of which 222 were home bound individuals; that at the Silver Saver clinic 714 immunizations were administered. Mr. Gubbels advised that REMSA administered 37 immunizations to the SWAT team members for the Cities of Reno and Sparks: that the remaining immunizations were administered to REMSA employees and family members.

Mr. Gubbels stated that last year REMSA conducted twelve (12) Point of Impact Check Point car seat installations; that "out of 358 car seats only five (5) had been installed correctly; that 127 car seats were distributed. Mr. Gubbels stated that REMSA participated in the Northern Nevada Fitting Station "shared between Renown, St. Mary's and REMSA, which is conducted at St. Mary's Daycare Center: that there is a trailer on-site and car seats are installed Monday through Friday from 8:00 am to 4:00 pm." Mr. Gubbels stated that this effort is the "only one in the western states that has a fitting station opened Monday through Friday; that last year 2020 car seats were inspected with 1,562 car seats being distributed."

The Board thanked Mr. Gubbels for the update.

REVIEW - ACCEPTANCE - MONTHLY PUBIC HEALTH FUND REVENUE & EXPENDITURE REPORT – MARCH 2010

Ms. Coulombe advised that the Board members have been provided with a copy of the Health Fund Revenue and Expenditure Report for the month of March 2010. Ms. Coulombe reviewed the Report and advised that the Report delineates "what the actuals are; that the Budget annualizes out the costs for an Estimate to Complete; that these are adjusted in the budget system." In response to Dr. Khan regarding the percentage for Influenza Immunization (page 9), Ms. Coulombe advised that there had been an increased demand for the seasonal influenza vaccine for those individuals who were 65 and older, who were initially unable to obtain the H1N1 immunization.

MOTION: Ms. Ratti moved, seconded by Ms. Jung, that the District Health Department's Revenue and Expenditure Report for March 2010 be accepted as presented. Motion carried unanimously.

PRESENTATION - FISCAL YEAR 2011 BUDGET UPDATE

Dr. Anderson stated that she presented the Health District's budget to the Board of County Commissioners on Monday, April 5, 2006; that during the presentation there were approximately nine (9) categories of questions from different Commissioners. Dr. Anderson stated that she is in the process of preparing a response with documentation to address the questions of those Commissioners; that a "booklet will be presented to each of the Commissioners listing the question and providing the answer." Dr. Anderson stated that it had been her intent to have one (1) of the booklets available today for the Board members review; however, she is awaiting information on a couple of those questions. Dr. Anderson stated that she will provide a copy to the Board.

Ms. Coulombe stated that, as Dr. Anderson advised, the Health District's budget was presented to the Board of County Commissioners; that, as the Board of Health was advised, the Board of County Commissioners had developed "a three (3) prong approach in which the balancing strategy was: 1) to reduce operating budgets, with the Health District's portion being \$253,000, which the District did achieve; 2) to redirect restricted revenues; that this was achieved with the Vector Control portion being contributed back to the County; and 3) achieve sustainable labor costs; that she has provided the Board members with a copy of the document the County's Finance Director, presented to the Board of County Commissioners on April 13, 2010 (a copy of which was placed on file for the record), as to an alternative plan should the \$11.4 million reduction in sustainable labor costs not be attained; that this is to address the General Fund deficit." Ms. Coulombe stated that when this was presented to the Board of County Commissioners if the "\$11.4 million [reduction] is not achieved there will have to be a Plan B, as contract negotiations will take awhile." Ms. Coulombe advised that Attachment #1 presents a "Timeline for Budgeting and Achieving \$11.4 Million in Labor Savings": that there will be a Board of County Commissioner update and a Town Hall Budget meeting on Tuesday, April 27, 2010. Ms. Coulombe stated the Board of County Commissioners demonstrated leadership in approving a 3.7% reduction in their salaries and agreeing to pay an additional \$25 per pay period towards their health insurance premium. Ms. Coulombe stated that during the Department Heads meeting all Department Heads agreed to the same salary and insurance concession; that this will presented May 17, 2010 during the final budget meeting of the Board of County Commissioners. Ms. Coulombe advised that the Board of County Commissioners is in negotiations with all of the various employee associations; that the Commissioners have indicated it is their intent "all labor concessions are consistent among all represented and non-represented employees." Ms. Coulombe advised that Attachment #3 is "Plan B - Budget Reduction Targets by Department Based on Proportional Allocation of Needed Personnel Cost Savings for the Employee Groups in the Department", which delineates "the value of all the different concessions by different Departments." Ms. Coulombe stated that Plan B "differs from the tiers, which were the operating reductions"; that the deficit is in the General Fund; therefore, "this is the proportional amount of the allocation of needed personnel savings in each of those groups." Ms. Coulombe stated that should "concessions be achieved then this [Plan "B"] would not be implemented"; however, if the concessions are not achieved "Plan B" would have to

be implemented; that the Finance Division would "create new GL [General Ledger] numbers and will put in a negative number within the different departments." Ms. Coulombe stated the Health District's finance team "has done this in the past when trying to get the budget numbers to line-up." Ms. Coulombe stated that should the County receive no concessions "Plan B" would have to be presented to the Board of County Commissioners at the July 13, 2010 meeting. Ms. Coulombe stated that the County has to present a balanced budget by June 1, 2010. Ms. Coulombe stated that the "Health Fund" indicates *No Labor Costs in the GF* as "the Health District is balanced at this point in time."

Ms. Coulombe stated that when the Health District's budget has been presented "there is always the question of 'how many positions do you have'"; that "this can be very confusing, as there is the question of 'how are the positions being counted - funded positions, how many positions are on the books, unfunded positions, etc." Ms. Coulombe advised that Staff, "working with the positions know what the numbers are"; however, when presenting it to the different boards or to the public it can be very confusing. Ms. Coulombe stated that "this can lack the appearance of being transparent"; therefore, when presented "the positions which are unfunded and held vacant, which the Health District now has three (3) (the licensed engineer, the GIS Specialist, and the Administrative Secretary Supervisor for Air Quality), those positions will be taken off the books." Ms. Coulombe stated that positions will be listed and "held on a different ancillary spreadsheet"; that "these positions will not be carried when the positions are not funded." Ms. Coulombe stated that the Board of County Commissioners is deliberating on "the Ending Fund Balance, what is the appropriate amount, how much should be carried, is it sustainable to use it for operating expenses, etc." Ms. Coulombe advised the Board of County Commissioners is deliberating on establishing a policy "as to what is an appropriate amount; that it may not be the same for all of the different Departments as different Departments may need more for cash flow or payroll"; that Staff will be discussing this issue to determine "what an appropriate amount would be."

In response to Ms. Jung regarding the "No Labor Costs in GF" notation in "Plan B" for the Health District, Ms. Coulombe clarified that that notation does indicate the Health District's labor costs are not from the General Fund. Ms. Coulombe stated that "the deficit is in the General Fund"; that the Health District does receive General Funds "for balancing and some employees are not grant funded; however, the clarification is more specific."

Ms. Jung stated that the Senior Center also receives a General Fund Transfer; however, as with the Health District, the Senior Center labor costs do not come from the General Fund. Ms. Jung stated it is not an issue "of one department meeting its budget better than another"; that it is "these Departments are not a target as these Departments do not contribute or take away from the General Fund Account." Ms. Jung stated that the County is requesting a 3.7% reduction from all of the labor associations, "which is why the members of the Board of County Commissioners agreed

to the 3.7% reduction in salary." Ms. Jung stated that additionally, the Commissioners declined "the statutorily approved increases for the past two (2) years and the 2.5% reductions during the past two (2) years." Ms. Jung stated that the County is further requesting each employee pay an additional \$25 per pay period towards his/her health insurance; that the Board of County Commissioners "will also be doing this." Ms. Jung stated that "Plan B" represents "what the 3.7% plus the \$25 per pay period would look like as a proportion of how much the different divisions cost the General Fund." Ms. Jung stated that should the "concessions not occur the Department heads will have to have to make-up the budget difference for the County to balance the FY 10/11" budget; that currently the County "is fine through June 30, 2010; however, it is the upcoming Fiscal Year" which is of concern. Ms. Jung stated "the third prong is the labor costs, which was determined through advisement from the Finance Division that the labor costs, including health care insurance and benefits are unsustainable, with the tremendous gap between revenue and the projected expenditures." Ms. Jung stated that one of the County's major priorities is "to sustain employment in Washoe County; therefore, the County is hoping the employee associations will make those concessions; that that is why the Commissioners did it first and Department heads have been asked to go next." Ms. Jung stated that "this is only fair and transparent that we are all in this together."

Dr. Furman stated he concurs "that labor costs will be unsustainable." Dr. Furman stated that "it should be known that Nevada had the third highest annual compensation for state and local government employees in 2008"; that the only two (2) states with a higher amount are California and Connecticut." Dr. Furman stated that California and Connecticut are two (2) states "which are going to be in very deep trouble; that estimates indicate California's long-term debts just from pension funds are going to reach \$500 billion." Dr. Furman stated that he "does not know what Nevada's projected deficits are going to be but he is sure there are going to be some problems." Dr. Furman stated that the Health District has 180 employees; that according to NACCHO "a community our size averages 81 employees; that this does vary depending upon the services offered." Dr. Furman stated "there are a lot of places that are cutting; that it is necessary to review these things; that it is necessary to keep mandated programs going at a good sustainable level"; that he is concerned the District "is going to be able to do that without reviewing very hard the unmandated programs."

In response to Dr. Furman, Ms. Jung stated that she would caution quoting how much Nevada's public servants are making as "it is highly skewed by Clark County's numbers; that Washoe County is no where near the highest." Ms. Jung stated that this "happens all the time in Nevada; that [Washoe County and Clark County] cannot be taken as an aggregate." Ms. Jung stated that, "with Staff present, she would say Staff have been beat pretty hard as well as being asked to take on about four (4) jobs for less pay during the last couple of years." Ms. Jung stated that "it is not the public sector's fault that we are in this financial crisis; that it was the private industry that got us here as a result of deregulation." Ms. Jung stated that "to beat up on public servants for this is the

wrong area; that Washoe County's public servants by far do not match those levels; that Washoe County employees have been willing to come to the table and you don't see the nonsense reported in the newspaper about Washoe County employees that occurs in some other entities." Ms. Jung stated that the Washoe County employees "have come to the table and taken voluntary reductions; that she has every faith they will do it again; that they are to be thanked as they are doing about four (4) jobs for a lot less money; that there isn't enough hours in the day for them to do what they are being asked to do but they are getting it done and doing a heck of a job."

Dr. Furman stated "he didn't mean to imply he was asking everyone to take a cut"; however, these problems are very serious and have to be solved somehow"; that his point "is how are we going to solve them." Dr. Furman stated that he is aware "people are doing their job; that he is aware more work is being piled on in other states, too"; that he "greatly appreciates the work the employees do in the County."

Dr. Khan stated that Dr. Anderson referred to the questions asked during the budget presentation; that she would question "the types of questions asked or concerns expressed, as the Health District has a unique relationship with the County and serves a very broad population." Dr. Khan stated "it would be helpful to understand how the Board could (perhaps) do a better job of educating the Commissioners and other governmental partners regarding the issues facing public health in the community because of the economic crisis." Dr. Khan stated that "there are two (2) factors occurring – the incredible burden of health care and the District's obligation to provide health services and whatever benefits there are; that these demands are increasing and will continue to do so due to the economic downturn." Dr. Khan stated that it is "necessary to be mindful of this in terms of the Health District Staff, the County and the interests of public health."

In response to Dr. Khan, Dr. Anderson advised that there were approximately nine (9) question categories; that "some where of a large category with areas of sub-questions." Dr. Anderson stated that during her presentation she did emphasize the Nevada statistic, which she had presented to the District Board, regarding the \$3.55 per capita contribution for health care in the State of Nevada, which is the lowest in the nation, ranking 51st, including the District of Columbia. Dr. Anderson stated that she referenced "the average amount of approximately \$28.92 per capita" expended nationwide; however, "she did misstate that, as that amount is the median number." Dr. Anderson stated that "Commissioner Larkin keyed-in on the concept of the median number and requested information as to what the median per capita contribution is among the States; that she will correct that item for him." Dr. Anderson stated that Commissioner Breternitz questioned "how the Trust for America's Health" and the Robert Wood Johnson Foundation had determined these numbers and if these amounts could be considered comparable because public health is so different from state to state, even from one (1) jurisdiction to the next." Dr. Anderson stated "within that report there was a section which discussed how they strove to achieve comparability, what

was included and what was not included in an effort to do the best job possible of achieving comparability among the States." Dr. Anderson stated that she will supply that information "as the answer for Commissioner Breternitz. Dr. Anderson stated that Commissioner Weber requested information regarding the Tobacco Prevention and Control Program; that further, she requested clarification on the vote the District Board of Health had had on the Home Visitation Program, questioning "why the Program had not gone away." Dr. Anderson stated that she has a copy of the minutes from the Board of Health meeting in which the vote was taken on the combined issue of the decrease to the Family Planning and the Home Visitation Programs. Dr. Anderson stated that Ms. Weber further requested information specific to the number of FTEs on grants, program questions specific to immunizations; Medicaid and Medicare reimbursement levels received; and the per capita costs for Clark County for a comparison to Washoe County. Dr. Anderson advised that Clark County "has a different arrangement; that she has a spreadsheet provided by Dr. Sands, which illustrates some of Clark County's costs"; that she will provide a copy of this to Commissioner Weber. Dr. Anderson stated that Commissioner Breternitz questioned the use of the \$1.2 million from the Health District's Ending Fund Balance; that this is the question which was asked by the District Board and by Mr. Sherman. Dr. Anderson stated that "these are the questions which she will answer and provide context so that anyone reading it will have the information."

Dr. Khan stated that the questions of the Board of Commissioners indicate there "wasn't any overall objection to the strategy and methodology of Staff and the Board in determining the Budget recommendation."

In response to Dr. Khan, Dr. Anderson stated that Dr. Khan is correct; that the questions were "more specific to individual programs and areas of interest with a couple of exceptions."

Dr. Furman stated the Board of Health had voted to eliminate the Home Visitation Program; that "this was to have already been done."

In response to Dr. Furman, Vice Chairman Smith advised that after the Board's initial vote to eliminate the Program the issue was discussed again and the determination was "to reduce the Program funding by 50%." Vice Chairman Smith advised that he reviewed those minutes with Dr. Anderson prior to the meeting; that the motion was to approve "90% grant funding with 10% funding for the Family Planning Program, which was what the Board voted on to keep that Program going." Vice Chairman Smith advised that the motion was also to reduce the funding for the Home Visitation Program by 50% of what was received by the General Fund for that Program."

Ms. Mary-Ann Brown, Director, Community and Clinical Health Services, advised that "there was a no vote for the Nurse Family Partnership Program"; however, "the vote was for retention of the Home Visitation Program with a 50% reduction."

Dr. Furman stated that the minutes of December 2008, indicate the Board voted the "that should reductions be required those reductions be achieved through the Home Visitation Program with Staff developing a plan to completely eliminate the Program by June 30, 2009."

In response to Dr. Furman, Vice Chairman Smith stated "that that was what the Board discussed at the time, should it be necessary to implement reductions to the Budget"; however, at a later date reductions did come from that Program with a Board agreement that the Program would be retained, with a 50% funding reduction, for the time being." Vice Chairman stated that the minutes can be presented.

Dr. Furman stated that "the Board of County Commissioners was aware of this during the joint meeting of the Boards; that it was brought up that the programs were going to be prioritized to be eliminated."

Ms. Leslie Admirand, Deputy District Attorney, cautioned the Board members that the discussion "is getting off topic"; that the agenda item is specific to the "Fiscal Year 2011 Budget Update."

Vice Chairman Smith stated that these issues and questions will be addressed in Dr. Anderson's response binder she is preparing for the Board of County Commissioners.

Vice Chairman Smith thanked Dr. Anderson and Ms. Coulombe for the Budget update.

PRESENTATION - RECOMMENDATION - ADOPT - PROCLAMATION - SUPPORT OF DECLARING APRIL 24 THROUGH MAY 1, 2010 - "GIVE KIDS A BOOST WEEK"

Dr. Anderson advised that the Board members have been provided with a copy of the Proclamation in Support of Declaring April 24 through May 1, 2010 "Give Kids a Boost Week" (which was placed on file for the record.) Dr. Anderson read the Proclamation in full into the record, advising that Vice Chairman Smith will execute the Proclamation on behalf of the Board.

MOTION: Dr. Khan moved, seconded by Ms. Ratti, that the Proclamation in Support

of Declaring April 24 through May 1, 2010 "Give Kids a Boost Week", be approved and adopted as presented.

Motion carried unanimously.

PROGRAM UPDATE - NEVADA CLEAN INDOOR AIR ACT (NCIAA)

Ms. Jennifer Hadayia, Public Health Program Manager, stated that based upon Commissioner Jung's comments and questions last month regarding a new product "electronic cigarettes (aka eCigarettes)", it was the consensus of Staff to provide the Board members with information specific to "new tobacco products and an update on the Nevada Clean Indoor Air Act (NCIAA)." Ms. Hadayia advised that Staff recently "completed the annual compliance assessment of the NCIAA"; that Ms. Dixon will be presenting the results of that assessment. Ms. Hadayia advised that Ms. Dixon has "been working on issues related to clean indoor air for more than a decade and therefore has guite a bit of experience in this area."

2010 Compliance Assessment Results

Ms. Erin Dixon, Chronic Disease Program Coordinator, advised that through the efforts of the Washoe County District Board of Health and the Southern Nevada District Board of Health an advisory question was included on the ballot in 2002 "which led to the Nevada Clean Indoor Air Act (NCIAA)." Ms. Dixon advised that the NCIAA became State Law on December 8, 2006 after passage by a majority of Nevada voters.

Ms. Dixon advised that the NCIAA prohibits smoking "in all indoor places of employment, with the exception of the following exemptions: casino gaming areas; stand-alone bars (bars in which food is not sold); strip clubs and brothels; retail tobacco stores; private residences; and convention facilities during an event produced or organized by a business related to tobacco or professional association for convenience stores (which must include a tobacco display); that this last exemption was adopted during the 2009 Legislative Session.

Ms. Dixon stated that it was the consensus of Staff to investigate "how the NCIAA was being implemented"; therefore, Staff has conducted assessments this year, with the intent of "making them as scientific as possible." Ms. Dixon advised that the Epi Staff assisted in the process; that Staff randomly selected the facilities, with a large enough "sample size to be generalized to the entire community." Ms. Dixon stated that the assessment included food-permitted and air-quality permitted facilities, with the intent being to include facilities "which hadn't been getting a lot of education" as occurs with the Environmental Health Specialist inspecting food facilities, as the

Environmentalist "are incredible about educating food service workers in the restaurants." Ms. Dixon advised that the goal was to assess "the general business establishment." Ms. Dixon stated that Staff would "check for the *No-Smoking* sign on the door upon entry as required by the Law; for ash trays, smoking paraphernalia or evidence of smoking." Ms. Dixon stated that the assessment determined Washoe County has a "97% compliance rate for both types of facilities for no evidence of smoking"; that "this is an incredible rate of compliance and the community should be very proud." Ms. Dixon stated that compliance with the requirements for "signage isn't as great"; that Staff determined a number of the air quality permitted facilities were unaware *No Smoking* posting was required; that the consensus was "the facility has been smoke free for a number of years; therefore, why would they need a sign for something already being done."

Ms. Dixon advised that "in conclusion the spirit of the law is absolutely being adhered to in the community and social norms have been changing"; that when first implemented there was considerable discussion as to whether or not the community would comply with the Law; that it has been demonstrated that "yes, the community has embraced and followed." Ms. Dixon stated that "there are areas which can be improved upon, with signage being the largest one." Ms. Dixon stated that a goal of Staff is to conduct "an assessment of all business types to determine if there is a type of business for which more education must be done." Ms. Dixon advised that these assessments have been conducted every six (6) months; that Staff will now be conducting assessments annually; that Staff will have to determine how convention centers will be assessed."

Update on Statewide Regulations

Mr. Bob Sack, Director, Environmental Health, advised that the Environmental Health Services Division "has been very aggressive on the enforcement of the NCIAA in those facilities to which the Health District has access." Mr. Sack stated that during the last year, "utilizing the criminal powers associated with the Act, Staff cited three (3) facilities into Court as extremely chronic violators of the Act." Mr. Sack advised that "last fall the Supreme Court separated the criminal sanctions from the Act resulting in a fairly ineffective enforcement mechanism in which the option is to civilly sue, which is incredibly expensive and a very cumbersome process." Mr. Sack stated that, as noted, Washoe County has a very high compliance rate; that "unfortunately the same establishments causing problems originally continue to cause problems" as to compliance. Mr. Sack advised that the Washoe County and the Southern Nevada Health Districts in conjunction with the State Health Division collaborated to encourage the State to adopt Regulations, which would further clarify the Indoor Air Act including an enforcement mechanism for which there is a consensus "will address any enforcement issues there may be with the permitted facilities for violation of the NCIAA." Mr. Sack advised that "enforcement action could be through the temporary suspension or revocation of the Permit to Operate; that he believes this will address any real problems Staff encounters with the chronic violators." Mr. Sack stated that rather than being a criminal process, it is an administrative process, which is currently utilized by Staff through in-office reviews, appeals before

hearing boards, and actions which can be taken by the District Board of Health. Mr. Sack advised that these Regulations have been approved; that there were public hearings to present the proposed Regulations; that the only comments received were from the American Cancer Society and the American Lung Association in support of the Regulations and suggesting more stringent enforcement action; however, that would require legislative action. Mr. Sack advised that these Regulations are "currently with the Legislative Counsel Bureau (LCB) for further review; that upon completion of that review the Regulations will be presented to the State Board of Health for adoption in June. Mr. Sack stated that Staff "was surprised as to the lack of comment from the regulated industry"; that the Regulation "isn't long; however, the provisions specific to the permit status is the only portion of the Regulation which he is concerned about as it will address the District's enforcement issues as it relates to permitted facilities." Mr. Sack advised that "this will be a much more effective tool than the criminal proceeding."

Ms. Ratti stated that suspending "somebody's ability to conduct business is a relatively severe sanction"; that she would question "if it a tiered process with an initial warning."

In response to Ms. Ratti, Mr. Sack advised "that it would depend upon the type of permitted facility" and requirements of the Regulations which regulate those facilities." Mr. Sack stated that the majority of the enforcement action would be in the food facilities; that there are provisions in the District Board of Health Regulations Governing Food Establishments which empowers the District with the authority to suspend the Permit to Operate of a food establishment. Mr. Sack stated Staff would present a recommendation to the Food Protection Hearing and Advisory Board (i.e., for revocation), which provides a recommendation to the District Health Officer for final determination as "what action would be taken regarding the permit status." Mr. Sack advised that there is "due process implemented; that the new enforcement action would utilize that same exact process."

New Tobacco Products

Ms. Hadayia advised that for approximately the past five (5) years Staff has been noting a change in the tobacco products on the market; that these "products have moved towards the three (3) 'S's' – smokeless, spitless and small, sometimes imperceptibly so."

Ms. Hadayia reviewed "some of the products Staff has been monitoring during the past few years; that the first is a spitless, smokeless tobacco; that what makes these different is instead of the traditional smokeless tobacco pouches, which would be utilized and then discarded, these pouches are actually swallowable." Ms. Hadayia advised that these pouches "are commonly referred to as Snus; that these pouches are available locally in a couple of different brands in a couple of different flavors."

Ms. Hadayia advised another newer product is "the orbs sticks and strips, which are dissolvable tobacco aspirin-sized nicotine pill (aka the tobacco Tic Tac as it is about the same size); that this product also is available "in a stick, which looks similar to a cinnamon stick, and dissolves." Ms. Hadayia advised that "the strips dissolve on the tongue in the same way a breath freshener strip would dissolve." Ms. Hadayia stated that currently these products are not available in the State of Nevada; that Staff will continue to monitor for the availability of this product in Nevada.

Ms. Hadayia presented an "electronic cigarette", advising that this product is available in the State of Nevada and on-line; that the electronic cigarette is an electronic nicotine atomizer; that the device, which appears to be a cigarette packet is the charger, which can be charged in a conventional outlet or in a vehicle; that there is also a USB version allowing it to be charged at the computer. Ms. Hadayia advised that electronic cigarettes are available in a variety of flavors (i.e., chocolate, cherry, etc.); a variety of formats (i.e., cigarette, cigar, pipe); and a variety of colors (i.e., blue, pink, checkered, etc.); that a variety of cases are offered with a number of accessories. Ms. Hadayia advised that once the adapter is charged the nicotine capsule is inserted; that as the nicotine is heated-up and atomized the individual inhales the nicotine vapor. Ms. Hadayia advised that the manufacturer advertises that a vitamin packet can be attached allowing the individual to inhale his/her vitamins; that this does include prenatal vitamins; however, the primary purpose "is to be a nicotine conveyance." Ms. Hadayia advised that "according to the manufacturer what is exhaled is water vapor instead of second-hand smoke." Ms. Hadayia advised that the LED lights-up to indicate the individual is inhaling.

Ms. Dixon demonstrated the electronic cigarette, advising "where the nicotine and flavoring would be inhaled."

Ms. Hadayia advised that a "starter kit, which includes the charging mechanism can cost approximately \$150"; that after purchasing the starter kit the individual replaces the box of capsules. Ms. Hadayia stated that "according to the manufacturer, after the initial investment it is cheaper than buying traditional cigarettes, as each capsule is the equivalent of up to a pack of cigarettes." Ms. Hadayia advised that the manufacturer indicates "there is a cost savings to invest and use the electronic cigarettes." In response to Ms. Ratti regarding "a sin tax for the electronic cigarettes", Ms. Hadayia advised that the electronic cigarettes are not taxed.

Ms. Hadayia stated that, "as many know, the President signed into authority the Food and Drug Administration (FDA) ability to regulate cigarettes"; however, "it was determined that electronic cigarettes are not technically cigarettes as it does not burn a tobacco product." Ms. Hadayia stated that because of this determination "a sin tax would not apply to this product as it is not considered a cigarette."

Dr. Khan questioned if "there is a certain amount of product being inhaled with each inhalation, similar to an inhaler for an asthmatic."

In response to Dr. Khan, Ms. Hadayia advised that "there is a certain number per capsule; that she does not know that number; however, the information is that one (1) capsule can be the equivalent of an entire pack of cigarettes." Ms. Hadayia advised that this would be the equivalent of "the number of puffs from one (1) cigarette multiplied by an entire pack; that this would give you the sense of how much nicotine could be inhaled in one of the capsules."

Dr. Khan stated she would anticipate that this device "would probably increase the concentration of nicotine fairly sufficiently compared to smoking cigarettes; therefore, the dose would be more potent."

Ms. Hadayia advised that the concern is these products could significantly increase tobacco use rates; that the Nevada Department of Taxation reports "comparing 2008 to 2009 taxable sales of cigarettes and other tobacco products, which would include these products, indicate a decrease in traditional cigarette sales; however, it also indicates an increase in other tobacco products (i.e., the smokeless, spitless, small products)." Ms. Hadayia advised a recent survey estimated that nationally 15% of high school students "are now using these smokeless/spitless products, which is a significant percentage." Ms. Hadayia advised that another concern "is the unknown health impacts due to the lack of FDA Regulations; that the FDA Regulations pertains to the "Snus products, the orbs, the sticks/strips." Ms. Hadayia advised that the FDA has required the tobacco industry to disclose to the FDA, by January 2010, the contents of all those products; however, the electronic cigarettes are exempt from this requirement "for the foreseeable future." Ms. Hadayia stated that "there has been one (1) study conducted on eCigarettes indicates it does have some of the same negative health consequences as traditional cigarettes." Ms. Hadayia advised that the "tobacco in the capsule is covered by ingredients which are comparable to antifreeze"; therefore, the "study conducted indicates that when the nicotine vapor is inhaled the individual is inhaling some of the contents of antifreeze." Ms. Hadayia stated that "although eCigarettes are not in the traditional cigarette format it still may have some of the same contents as a traditional cigarette; that there is also concern regarding the tobacco industry marketing of these products." Ms. Hadavia stated that "since the Master Settlement Agreement there hasn't been as aggressive of a marketing effort by the tobacco industry until the advent of these products." Ms. Hadayia advised that "for the first time in several years the industry has begun utilizing the print media, which the majority of companies had ceased doing, to promote these products." Ms. Hadayia advised that these products are being promoted "as something you can smoke anywhere; that 'Smoke Anywhere' is one of the primary manufacturers of electronic cigarettes; that it is being promoted as a way to smoke no matter where you are ~ on the airplane, in the office, etc." Ms. Hadayia stated that the companies are promoting the cigarette as "something that is healthier; that you aren't

inhaling tar, which is a common advertising strategy; and that it is green as people are not exhaling environmental tobacco smoke; that you won't smell bad; that your breath won't smell bad, etc."

Ms. Hadayia advised that "the very messages tobacco prevention advocates were promoting are now being used by the tobacco industry; that the industry is promoting eCigarettes as a method for cessation." Ms. Hadayia advised that one of the manufacturer's has a "cessation starter pack promoting it as a method to wean an individual off of traditional cigarettes."

Ms. Hadayia advised that "all of this is of concern as it undermines the benefits of smoking bans; that in the vast majority of communities smoking bans result in reductions in cigarette usage"; however, because of the marketing for these products it is possible there will no longer be the dramatic reductions in tobacco usage with all of the new products on the market. Ms. Hadayia advised that another concern is the possible increase "in the number of dual users, which are those individuals smoking traditional cigarettes in those places they can (i.e., homes and vehicles, exempt locations); and then utilizing the Snus, the orb/films or the eCigarette in those locations in which smoking is prohibited." Ms. Hadayia stated that a recent study indicated two-thirds (2/3) of smokeless tobacco users are also cigarette users; therefore, "the concept that this is a weaning product is not necessarily playing out."

Ms. Hadayia presented a "clip from a recent 20/20 presentation" specific to these new smokeless tobacco products. Ms. Hadayia presented Staff's "response in an effort to increase the public awareness of these products, specifically for teens and young adults that these are still nicotine, tobacco products, which are still addictive and have health impacts."

Ms. Hadayia stated that Staff continues to work with other community partners to create more comprehensive tobacco policies; that many smoking policies in indoor facilities, including the Health District building, only restrict the use of smoking cigarettes. Ms. Hadayia advised that the community partners are attempting to increase the restrictions to "tobacco, which would include all tobacco products and ideally, to implement what the area hospitals implemented earlier this year, which are tobacco free campuses." Ms. Hadayia advised that Staff continues to work with the American Cancer Society, the American Lung Association and the American Heart Association to "continue to oppose changes to the tax structure for smokeless tobacco, which the tobacco industry continues to present in every Legislative Session." Ms. Hadayia stated that the industry "would like to change the way these products are taxed so that it is based on weight rather than cost"; that when this occurs "everything gets smaller and weighs less and taxes are reduced; that Staff and the community partners continue to oppose that change."

Ms. Hadayia stated that Staff will continue to monitor the "results of the FDA Regulations for these products; that there has been legislation in other States to ban eCigarette sales to minors and to

impose other restrictions to eCigarette sales." Ms. Hadayia stated the goal of Staff is "to promote true cessation options, including advising people there are cessation products that have some similar characteristics as eCigarettes; that these are nicotine replacement and have a structured program of cessation counseling."

Ms. Hadayia stated that this is an exciting area of tobacco prevention and control in which to work "as it and the marketing keeps Staff on their toes and Staff has to be just as creative to keep up with it." Ms. Hadayia thanked the Board for the opportunity to present the regulatory, compliance and new products update.

Ms. Jung thanked Staff for the update, advising that on NPR today there was an hour segment on this topic; that the broadcast is available on NPR.org.; that currently the orbs are available in only a few markets within the Reno/Sparks area. Ms. Jung stated a health concern of the orbs is the possibility of nicotine overdose in small children; that the orbs have the appearance of "a Tic Tac and come in various flavors." Ms. Jung stated that the Nevada Clean Indoor Air Act (NCIAA) has resulted in the prohibition of smoking in food establishments and increased "the social stigma" against smoking encouraging people to quit; that additionally the price of tobacco products is increasing thus motivating more people to quit." Ms. Jung stated that although there isn't confirmation yet, "this probably is designed by the tobacco industry as a gateway drug for youths to then begin using traditional cigarettes." Ms. Jung stated the broadcast did indicate "that by not smoking there was a 75% reduction in risks of smoking; that nicotine is a very addictive habit; that as a former smoker she knows it is a true addiction." Ms. Jung stated people may not be aware "that the tobacco industry was charged with racketeering and may have to forfeit income"; that this was a direct result of "whistle blowers who were in the tobacco industry testifying that the industry was marketing to children; that people were not charged as individuals but as a corporation and industry." Ms. Jung stated she concurs with Staff that "these efforts are a work-around"; that for teens and young adults smoking "kind of looks fun and there isn't the social stigma against it"; that "eCigarettes are being marketed similar to iPods with all the accessories, it is a fashion statement, etc." Ms. Jung stated she observed these being sold in kiosks in malls in Nashville last year; that she would question if these are being sold in malls locally.

In response to Ms. Jung, Ms. Hadayia stated that she is aware the industry is "targeting shopping areas as locations to promote eCigarettes"; however, "the largest volume of business has been online, to which anyone has access." Ms. Hadayia stated that, in regard to Ms. Jung's reference to poisonings, a study was released this week that smokeless tobacco products were cited as the second leading cause of poisoning in children; that this is dramatic as a secondary health consequence.

Dr. Anderson questioned whether the capsule in the eCigarettes contains actual tobacco or a distillation of nicotine and other chemicals.

In response to Dr. Anderson, Ms. Hadayia advised that "it is her understanding it is a nicotine product encapsulated with diethyolene glycol, which are absorbed at the same time"; that the FDA Regulations do not require the tobacco industry to disclose the content of the capsules. In response to Vice Chairman Smith regarding nicotine, Ms. Hadayia advised that "nicotine is a drug, which crosses the blood brain barrier; that it is nicotine derived from tobacco"; however, "it is not classified as a cigarette as a tobacco is not being burned during consumption, nicotine derived from tobacco is what is being burned." In response to Dr. Anderson regarding the FDA regulating nicotine as a drug, Ms. Hadayia advised the FDA is only allowed to regulate it if it is defined as a cigarette or a derivative of tobacco; that tobacco is not being consumed; therefore, the FDA does not regulate eCigarettes.

Dr. Khan stated she would concur with Ms. Jung that eCigarettes "are truly a gateway drug to other tobacco products."

Ms. Hadayia stated that "may be necessary to start thinking of smoking is an evolution; that the Board discussed smoking, then tobacco products and now nicotine products." Ms. Hadayia advised that this issue was discussed during the Legislative Session regarding taxation specific to weight versus cost of the tobacco product; and that, it was suggested by a Legislator that the taxation should be based upon "the amount of nicotine in any product as that is the addictive substance." Ms. Hadayia stated that "it is an interesting discussion in regard to terminology and what defines the problem."

Dr. Khan stated an issue "from a public health viewpoint is that the health consequences of nicotine are much less than tobacco; that there are some medicinal uses of nicotine; therefore, it becomes very complicated and problematic." Dr. Khan stated that "in terms of tobacco there is far more evidence of the cancer risk and possible heart attacks are the better known public health hazards."

Ms. Hadayia stated Ms. Dixon would concur with her that these issues "have changed and continue to change."

Mr. Tom McCoy, Government Relations Director for the State of Nevada of the American Cancer Society, and Chairman of the Nevada Cancer Coalition, stated that the eCigarettes are the

equivalent of "a portable hookah bar and hookah bars are a problem; that there are a lot of youngsters who are getting introduced to smoking in a very bad way." Mr. McCoy stated that "at some point some regulations are probably going to have to be addressed." Mr. McCoy stated that a lawsuit has been filed and there is a temporary injunction which prohibits importing this product into the United States at the present time; however, "there is a lot of product that is in the pipeline and still being sold." Mr. McCoy stated that "it is appropriate the Board of Health is discussing this issue on Earth Day; that when discussing the environment and air, clean indoor air is a part of that; that as a Washoe County resident he is very pleased that the compliance rate is high." Mr. McCoy stated that compliance is basically voluntary, as the voters approved this legislation through an initiative process in 2006; however, there aren't regulations to mandate compliance, which is of concern to the American Cancer Society. Mr. McCoy stated he would encourage the Health District to implement regulations, which are consistent in the State; that a concern of volunteers is "the NCIAA stipulates that all areas of grocery stores are off-limits; however, Washoe County has approved grocery stores which have mini-casinos on the property"; that he would question "if they are zoned to do that." Mr. McCoy stated that he has discussed this issue with Mr. Sack regarding the environmental compliance; that in reviewing the Legislation he would "contend it is not a proper use of a grocery store."

Vice Chairman Smith thanked everyone "for a very informative update."

STAFF REPORTS AND PROGRAM UPDATES

A. Director – Epidemiology and Public Health Preparedness

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

B. Director – Community and Clinical Health Services

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

Ms. Brown stated "she hopes the Board members have seen the 'Get Healthy Washoe Tobacco Access and Child Nutrition 2010 Campaign', which features Dr. Anderson and Mr. Cory Sobrio, Public Health Nurse promoting not smoking and healthy eating habits for children." Ms. Brown stated that these advertisements are featured in print, on the radio and on TV.

C. Director - Environmental Health Services

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

D. <u>Director – Air Quality Management</u>

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

Mr. Goodrich advised that at last month's meeting he had invited the Board members to an open house of the Air Quality Management's new office space; that he would apologize as due to other events there was not time to prepare for that event this month. Mr. Goodrich stated that he conferred with Dr. Anderson regarding rescheduling this event; that it is tentatively planned immediately after the conclusion of the June 24, 2010 meeting.

Mr. Goodrich advised that this is the 40th anniversary of Earth Day and he would wish everyone a "Happy Earth Day."

E. Administrative Health Services Officer

There was no Administrative Health Services Officer Report this month.

F. District Health Officer

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

BOARD COMMENT

Ms. Jung stated that in reference to the discussion of item 11. 2011 Budget Update, she would request she be provided with a copy of the minutes of 2008 referenced by Dr. Furman regarding the Home Visitation Program and the follow-up discussion referenced by Vice Chairman Smith.

Dr. Anderson stated, that as Ms. Jung advised, the Department heads have been requested to accept a 3.7% pay decrease in conjunction with a \$25 per week increase contribution to the cost for health benefits; that as the employee of the District Board of Health this will have to be approved by the Board and will be on June 24, 2010 agenda, as she will be on leave during the May 27, 2010 meeting.

Ms. Ratti stated she would remind everyone that May 15 – 21, 2010 is "Bike to Work Week"; that she would encourage everyone to participate; that "if everyone would ride their bikes once in awhile the negative impacts caused to the air by automobiles could be greatly reduced." Ms. Ratti stated that "there will be some great events and locations where people can receive pancakes and coffee and providing a number of services for participants"; that there will also be "a City Hall to City Hall bike ride; that both Commissioner Jung and Councilman Gustin have agreed to participate; that Councilman Ron Smith from the Sparks City Council will be participating." Ms. Ratti advised that "there is a competition; therefore, businesses wishing to participate can register on the gethealthywashoe.com website"; that businesses should encourage employee participation, "as she would encourage everyone to consider participating in some way or other; that there will be great prizes for participants."

There being no further business to come before the Board, the meeting was adjourned at 2:50 pm.

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

RECORDER



Washoe County Health District

CASE NO. 1-10S – AS REVIEWED BEFORE THE SEWAGE, WASTEWATER AND SANITATION HEARING BOARD

In Re: Application of ROBERT SADER for a Variance request pertaining to property located 19440 Annie Lane, from the requirements of Section 120.075 (Other Provisions) of the Washoe County District Board of Health Regulations Governing Sewage, Wastewater and Sanitation.

CASE NO. 1-10S ROBERT SADER

AGENDA ITEM NO. 7.B.1.

At a hearing of the Sewage, Wastewater and Sanitation Hearing Board at Wells Avenue at Ninth Street. Reno, Nevada April 8, 2010

PRESENT: Chairman Karen Sage Rosenau

Vice Chairman Ronald Anderson, PE

Member George Georgeson, PE

Steve Brigman, PE

Member Michele Dennis, PE

ABSENT: Member Gregory Moss, PG, Em

Member Mark Simons, Attorney

STAFF: Doug Coulter, PE, Senior Registered Engineer

Janet Smith, Recording Secretary

SEWAGE, WASTEWATER AND SANITATION HEARING BOARD Variance Request – Case No. 1-10S (Robert Sader)
April 8, 2010
Page 2

STATEMENT OF THE FACTUAL QUESTION BEFORE THE HEARING BOARD

SECTION 720 OTHER PROVISIONS

SECTION 120.075

The construction of additional buildings to be used as living quarters as permitted by building and zoning codes may be served by an on-site sewage disposal system according to the following:

- 1. If the additional building is designated as a separate dwelling, an individual septic tank in addition to the one for the existing dwelling is required. This separate dwelling can have its own individual disposal field or it can use a disposal field in common with the existing dwelling as long as the combined field is sized according to the total volume of tanks. An additional building shall be defined as a "dwelling" if it has a bathroom(s) and/or toilets, living area and kitchen. A "kitchen" is defined as an area that may be used for food preparation and which may include any of the following features:
 - a. A sink not associated with a bathroom.
 - b. Counters or cabinets.
 - c. Stubbed-in plumbing for a future kitchen.

Separate dwellings may occupy one parcel of land provided that the lot size is at least equal to the number of dwellings times the minimum lot size required by Sections 040.005 and 040.020. For example, two dwellings utilizing an on-site well will require a minimum two (2) acres if located in an area where ground slope is less than 5%. The construction permit application shall conform to SWS 020.005 through 020.070, 120.035, and 120.075.

- 2. An additional building without a kitchen is designated as a "guest quarters" and may be served by an on-site septic system according to the following guidelines:
- 3. A guest quarters can connect to the septic tank and disposal field serving the main dwelling provided that the tank and disposal field is sized for the total number of bedrooms.

SEWAGE, WASTEWATER AND SANITATION HEARING BOARD Variance Request – Case No. 1-10S (Robert Sader) April 8, 2010 Page 3

4. A guest quarters can have its own septic system provided that the minimum size of the septic tanks is one thousand (1,000) gallons and the disposal field is sized according to the tank volume and number of bedrooms.

The addition of a guest quarters will require conformance with Sections 040.005 through 040.200 for only one (1) dwelling. In the above example, if the second living area did not have a kitchen, only a one (1) acre parcel would be required.

GENERAL COMMENTS

On April 8, 2010, the Hearing Board for the referenced Regulations held a public hearing to consider all evidence and testimony presented concerning a variance request to the above. Mr. Nick Vestbie, PE, Nortech Consultants and Mr. Robert Sader, the applicant were present at the aforementioned hearing.

Mr. Doug Coulter, PE, Senior Registered Engineer, advised that the applicant is requesting a variance to allow a 2500 gallon septic tank to serve two (2) separate dwellings. Mr. Coulter advised that Mr. Sader was originally granted a variance in September 2006, which allowed for the use of holding tanks on the subject property, as the County was scheduled to construct the community sewer line to the area by mid-2007. Mr. Coulter advised that subsequently Mr. Sader was granted two (2) extensions to the original variance case due to the scheduled construction of the community sewer to the area being postponed. Mr. Coulter advised that the 2500 gallon septic tank currently installed is the equivalent of the two (2) septic tanks of 1000 gallons and 1500 gallons. In response to Ms. Dennis regarding "this being a renewal request", Mr. Coulter stated that this is a new variance request; that with the economic "downturn" the construction of the community sewer line to this area is on indefinite "hold." Mr. Coulter advised that due to the indefinite postponement of the community sewer line Mr. Sader had the 2500 gallon septic tank installed, which was originally approved when the building permit for the residence was approved. Mr. Coulter advised that the variance is to allow one (1) septic tank to serve two (2) buildings – the main residence and the guest quarters.

Mr. Nick Vestbie, PE, Nortech Consultants, representing the applicant, Mr. Robert Sader, advised that the subject property has been completely landscaped and pavers placed around the property, which was completed during the use of the holding tanks. Mr. Vestbie advised that, as Mr. Coulter stated, the 2500 gallon septic tank has been installed; that to require the installation of an additional tank for the guest quarters would require the complete removal of all landscaping and

SEWAGE, WASTEWATER AND SANITATION HEARING BOARD Variance Request – Case No. 1-10S (Robert Sader) April 8, 2010 Page 4

the pavers. Mr. Vestbie stated that the septic tank has been installed in the same locations as the holding tank.

Mr. Robert Sader, applicant, stated that he would request the Board's reconsideration regarding condition 2., which would require connection to the community sewer "when it is available." Mr. Sader stated that he was issued the Certificate of Occupancy (CofO) for his residence in December 2006; that he was granted a variance for the use of a holding tank, as the community sewer line was "to be available by mid-2007; that construction of the community sewer line was postponed in 2007 and again in 2008 and 2009. Mr. Sader stated that he had requested the use of the holding tanks "as the sewer line was schedule to be construction through his property; that he has already granted the easement for the installation of the sewer line. Mr. Sader advised that utilizing the holding tank for three (3) years has presented "a significant hardship", as it has been "a very substantial expense; that it was one which they endured in anticipation of the County completing the sewer installation." Mr. Sader stated he was advised by County Water Resources "in late 2009" that the construction of the community sewer line "is on hold and will not be construction until the economy recovers and there are sufficient connections to justify the construction." Mr. Sader advised that the installation of the engineered septic system has cost approximately \$70,000. Mr. Sader stated that should the economy recover "enough in the next couple of years and the community sewer is constructed he would be required to connect to community sewer 'if it is within 400 feet'." Mr. Sader stated that condition 2., as written, would require him to connect to the community sewer and abandon this system, which "would be relatively new and functioning with no problems." Mr. Sader stated there are provisions in State Law and County Ordinances which stipulate that "when a septic system fails and there is community sewer available within 400 feet the owner must abandon the system and connect to the community sewer." Mr. Sader stated he would request condition 2., be amended to allow him to continue utilizing this septic tank until such time as there is a failure prior to requiring he connect to the community sewer. Mr. Sader stated the system installed "could function properly for twenty (20) to thirty (30) years; that after the "tremendous expense of continually having the holding tanks pumped and the cost of installing the septic system" he would request consideration in modifying condition 2. Mr. Sader advised that had a variance not have been required for one (1) tank to serve two (2) dwellings, condition 2., would not be a requirement; that he would be subject to "connection to community sewer in the event of a failure"; therefore, he would request the same consideration. Mr. Sader stated that to require connection would present additional expenditures with "normal sewer connection fees at an approximate cost of \$4200; that additionally there will be a 'major' surcharge for the construction of the line, which will be levied against everyone." Mr. Sader he would then be required to pay for the extension to his property to connect to the line; that he will have to pay to have a manhole installed; that there will be "very substantial costs associated with requiring him to connect to the community sewer."

SEWAGE, WASTEWATER AND SANITATION HEARING BOARD Variance Request – Case No. 1-10S (Robert Sader) April 8, 2010 Page 5

In response to Mr. Georgeson regarding condition 2., Mr. Coulter advised that this requirement is a standard condition, which has been "in-place for approximately twenty-nine (29) years." Mr. Coulter advised that variances are recorded documents, which allows any successor to the property to be aware of this stipulation for connection. Mr. Coulter stated that deleting this condition would be "inconsistent" with what the Hearing Board has required for other variances. In response to Mr. Brigman regarding the requirements of the *Nevada Administrative Code* (NAC), Mr. Coulter advised that the NAC stipulates that "on a developed parcel, if the community sewer is within 400 feet of the building to be served and the system fails, the Health District is prohibited from issuing a repair permit to the septic system and the owner will have to connect." Mr. Coulter stated that "by regulation the owner does not have to connect to community sewer until such time as the system fails." Mr. Coulter stated that historically, when there is an approved variance for the property the condition requiring connection has been included. Mr. Coulter stated that he doesn't have concerns regarding requiring this condition for this specific variance, as the variance is strictly related to the use of one (1) tank; that there are no setback restrictions nor is the system "too close to the well." Mr. Coulter stated that modifying the condition would not pose a public health risk.

The Hearing Board members discussed modifying condition 2. It was the consensus of the Hearing Board that there are extenuating circumstances to Mr. Sader's variance and request for reconsideration of condition 2., as proposed. It was the consensus of the Hearing Board that Mr. Sader has incurred tremendous expense in complying with the requirement to continually have the holding tanks pumped; that the installation of the engineered septic system was an additional expense of approximately \$70,000; that requiring connection to community sewer would be unjustified until such time as the engineered septic system failed. Ms. Rosenau stated that Mr. Sader "has a large parcel"; therefore, she has no concerns regarding modifying condition 2.

The applicant, Mr. Robert Sader, owner of Assessor's Parcel No. 017-320-23, is requesting a variance to the aforementioned Regulation.

The reason for the variance is:

1. To allow for two (2) separate dwellings to be connected to a single 2500 gallon septic tank.

FINDINGS OF FACT

The Hearing Board may recommend a variance only, if after a hearing with due and proper notice it considers vinether:

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

No, as the volume of the septic tank is sized for the proposed sewage load from the house and separate dwelling. A sand filter bed system is proposed due to the high groundwater table.

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

No, the sand filter bed systems have proven to be a reliable treatment system and will treat the effluent sufficiently to protect public health.

3. Are there other reasonable alternatives?

The 2500 gallon septic tank is already installed; that there would be no benefit to replacing that tank with separate 1500 gallon and 1000 gallon tanks.

RECOMMENDATION

Mr. Coulter advised that Staff recommends **approval** of this proposed variance request, subject to the four (4) conditions as outlined, including the modification of condition 2., as noted.

- A notice shall be <u>recorded</u> against Assessor's Parcel No. 017-320-23 indicating the conditions of approval for the variance prior to the septic construction permit approval.
- Should the septic system fail and community sewer is available within 400 feet of the main residence, the owner or successor shall be required to connect to the community sewer.
- 3. The inspections shall be coordinated with the design engineer and the Health District Engineering Staff. The design engineer shall contact the Health District forty-eight (48) hours in advance to arrange dual inspections. The inspections shall include the excavation of the sand-filter bed, placement of the filter sand and drain rock, piping, pump station, alarm, septic tank and wet test of the distribution pipe.
- 4. The design engineer shall observe the construction and shall inspect the system as it is installed and shall, prior to final approval, submit an affidavit to the Health District certifying that the system has been installed in compliance with the approved plans, specifications and conditions.

SEWAGE, WASTEWATER AND SANITATION HEARING BOARD Variance Request – Case No. 1-10S (Robert Sader) April 8, 2010 Page 7

MOTION

Ms. Dennis moved that based upon testimony presented, it be recommended to the District Board of Health that Variance Case No. 1-10S (Robert Sader), be approved, stipulating to the Findings of Fact and subject to the four (4) conditions as outlined.

The motion was seconded by Mr. Georgeson and carried unanimously for approval.

KAREN SAGE ROSENAU SWS HEARING BOARD JANET SMÌTH RECORDER



Washoe County Health District

STAFF REPORT BOARD MEETING DATE: 4/22/10

DATE:

April 11, 2010

TO:

District Board of Health

FROM:

Patsy Buxton, Fiscal Compliance Officer, Washoe County Health District 7B

775-328-2418, pbuxton@washoecounty.us

THROUGH:

Eileen Coulombe, Administrative Health Services Officer

775-328-2417, ecoulombe@;washoecounty.us

SUBJECT: Ratification of Amendment #1 to University of Nevada School of Medicine Interlocal Agreement to provide physician consultative services for the period July 1, 2009 through June 30, 2011 in the total amount of \$7,650 per year; and if approved, authorize the Chairman of the Board to execute the Interlocal Agreement.

SUMMARY

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

Goal supported by this item: Ratification of this Amendment to the Interlocal Agreement supports the District Board of Health's strategic priority: Protect population from health problems and health hazards. It also supports the Immunization Program's mission to promote public health by reducing vaccine-preventable disease through immunization, with an emphasis on collaboration and cooperation with community partners.

PREVIOUS ACTION

This is an on-going Agreement that has been entered into annually for many years. The Interlocal Agreement was approved by the District Board of Health on June 25, 2009.

BACKGROUND

The Washoe County Health District proposes to amend the contract with the University of Nevada School of Medicine, MEDSchool Associates North. All provisions of the original contract for the term July 1, 2009 through June 30, 2010 remain in full force and effect with the exception of the following: amend the term of the contract to extend effective date through June 30, 2011. The contract rate of \$637.50 per month, not to exceed a total amount of \$7,650 per year remains in effect.

AGENDA ITEM #7.C.1.

District Board of Health meeting of April 22, 2010 Page 2

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

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

FISCAL IMPACT

Should the Board approve this Interlocal Agreement, there will be no additional impact to the adopted FY 11 budget as expenses for this contract were anticipated and projected in the Immunization Program (Cost Centers 173500 and Internal Order 10028) under General Ledger account 710108-MD Consulting.

RECOMMENDATION

Staff recommends that the Washoe County District Board of Health ratify Amendment #1 to University of Nevada School of Medicine Interlocal Agreement to provide physician consultative services for the period July 1, 2009 through June 30, 2011 in the total amount of \$7,650 per year; and if approved, authorize the Chairman of the Board to execute the Interlocal Agreement.

POSSIBLE MOTION

Move to approve ratification of the Amendment #1 to University of Nevada School of Medicine Interlocal Agreement to provide physician consultative services for the period July 1, 2009 through June 30, 2011 in the total amount of \$7,650 per year; and if approved, authorize the Chairman of the Board to execute the Interlocal Agreement.

AMENDMENT #1 TO UNIVERSITY OF NEVADA SCHOOL OF MEDICINE INTERLOCAL AGREEMENT (Physician Consultant - IZ - Dr. Larson)

INTERLOCAL AGREEMENT BETWEEN

WASHOE COUNTY HEALTH DISTRICT

AND

UNIVERSITY OF NEVADA SCHOOL OF MEDICINE INTEGRATED CLINICAL SERVICES, INC., and UNIVERSITY OF NEVADA SCHOOL OF MEDICINE MULTISPECIALTY GROUP PRACTICE NORTH, INC., dba: MEDSchool Associates North

- 1. <u>Amendments.</u> All provisions of the original contract for the term of July 1, 2009 through June 30, 2010 attached hereto as Exhibit A, remain in full force and effect with the exception of the following: amend the term of the contract to extend effective date through June 30, 2011.
- 2. <u>Incorporated Documents</u>. Exhibit A (Original Contract is attached hereto, incorporated by reference herein, and made part of this amended contract.

IN WITNESS WHEREOF, the parties hereto have caused this amendment to the original contract to be signed and intend to be legally bound, thereby

Washoe County District Board of Health	
am/2-	4-23-10
Denis M. Humphreys, O.D, Chairman	Date
University of Nevada School of Medicine Integ Associates North	rated Clinical Service, Inc., dba MEDSchool
Ole J. Thienhaus, MV, MBA, ICS President	Nevin Wilson, MD, MSAN President
Date	Date

INTERLOCAL AGREEMENT

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

WITNESSETH:

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

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

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

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

The School agrees to:

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

- second negative TST within 30 days prior to beginning services at the District; or other TB screening documentation as may be required by the District's TB program Coordinator.
- 11. Ensure that the physician consultant has submitted to a full background investigation pursuant to NRS 179.180 et seq., which includes a criminal history check and fingerprinting, and authorize the District to receive the records. The discovery of a) an undisclosed conviction for a sexual offense or a conviction based on an arrest or initial charge for a sexual offense, b) an undisclosed pending arrest or initial charge for a sexual offense, or c) two or more incidents resulting in arrest or initial charge of sexual offense which have not resulted in conviction and were not disclosed may be grounds for immediate termination of this Agreement without prior notice by the District, as may the arrest, initial charge or conviction of physician for a sexual offense during the term of this Interlocal Agreement.

The District agrees to:

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

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

INDEMNIFICATION.

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

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

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

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

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

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

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

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

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

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

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

Notices to School shall be addressed to:

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

Notices to the District shall be addressed to:

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

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

District Board of Health

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

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

By:	(the	u hour		Date: 7.14.1	29
Ole J	. Thienkau	s, MD, MBA, ICS	President		r
Ву:	Ma	LL pro		Date: 1.5.0	ック
	Wilson, N	ID, MSAN Preside			

POOR QUALITY DOCUMENT

POOR QUALITY DOCUMENT

EXHIBIT A

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

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

Your signature below indicates your agreement that

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

You will ablde by those policies.

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

The WGDHD offers independent contractors initial and annual blood borne pathogen training. Should you decline this training, you agree to comply with any OSHA requirements for Bloodborne Pathogen training that might apply to you under Occupational Safety and Health Administration (OSHA) Bloodborne Pathogens Standard, 29 CFR 1910 1030, enacted in December, 1991, to reduce occupational exposure to Hepatitis B Virus (HBV), Human Immunodeficiency Virus (HIV) and other bloodborne pathogens.

Renned Braces

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SPONSORED PROJECTS OFFICE OF **SECEIVED**



Washoe County Health District

STAFF REPORT **BOARD MEETING DATE: 4/22/10**

DATE:

April 11, 2010

TO:

District Board of Health

FROM:

Patsy Buxton, Fiscal Compliance Officer, Washoe County Health District TB

775-328-2418, pbuxton@washoecounty.us

THROUGH: Eileen Coulombe, Administrative Health Services Officer

775-328-2417, ecoulombe@washoecounty.us

SUBJECT: Ratification of Amendment #1 to University of Nevada School of Medicine Interlocal Agreement to provide physician consultative services for the Sexually Transmitted Disease clinic for the period July 1, 2009 through June 30, 2011 in the total amount of \$10,200 per year; and if approved, authorize Chairman to execute the Interlocal Agreement.

SUMMARY

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

Goal supported by this item: Ratification of this Amendment to the Interlocal Agreement supports the District Board of Health's strategic priority: Protect population from health problems and health hazards. It also supports the Sexual Health Program mission to provide coordinated and quality treatment, prevention and surveillance activities in Washoe County to reduce the transmission of sexually transmitted diseases (STDs). The STD Program emphasizes strategies that empower individuals to decrease risk-related behaviors, thereby decreasing the incidence of new STDs in the community.

PREVIOUS ACTION

This is an on-going Agreement that has been entered into annually for many years. The Interlocal Agreement was approved by the District Board of Health on June 25, 2009.

AGENDA ITEM # 7.C.2.

District Board of Health meeting of April 22, 2010 Page 2

BACKGROUND

The Washoe County Health District proposes to amend the term of the contract with the University of Nevada School of Medicine Integrated Clinical Services, Inc. and University of Nevada School of Medicine Multispecialty Group Practice North. All provisions of the original contract for the term July 1, 2009 through June 30, 2010 remain in full force and effect with the exception of the following: amend the term of the contract to extend effective date through June 30, 2011. The contract rate of \$850 per month not to exceed a total amount of \$10,200 per year remains in effect.

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

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

FISCAL IMPACT

Should the Board approve this Interlocal Agreement, there will no additional impact to the adopted FY 11 budget as expenses for this contract were anticipated and projected in the Sexually Transmitted Disease Program (cost centers 171300) under account 710108, MD Consulting.

RECOMMENDATION

Staff recommends that the Washoe County District Board of Health ratify Amendment #1 to University of Nevada School of Medicine Interlocal Agreement to provide physician consultative services for the Sexually Transmitted Disease clinic for the period July 1, 2009 through June 30, 2011 in the total amount of \$10,200 per year; and if approved, authorize Chairman to execute the Interlocal Agreement.

POSSIBLE MOTION

Move to approve ratification of the Amendment #1 to University of Nevada School of Medicine Interlocal Agreement to provide physician consultative services for the Sexually Transmitted Disease clinic for the period July 1, 2009 through June 30, 2011 in the total amount of \$10,200 per year; and if approved, authorize Chairman to execute the Interlocal Agreement.

AMENDMENT #1 TO UNIVERSITY OF NEVADA SCHOOL OF MEDICINE INTERLOCAL AGREEMENT (Physician Consultant - STD Clinic - Dr. Zell)

INTERLOCAL AGREEMENT BETWEEN

WASHOE COUNTY HEALTH DISTRICT

AND

UNIVERSITY OF NEVADA SCHOOL OF MEDICINE INTEGRATED CLINICAL SERVICES, INC., and UNIVERSITY OF NEVADA SCHOOL OF MEDICINE MULTISPECIALTY GROUP PRACTICE NORTH, INC., dba: MEDSchool Associates North

- 1. <u>Amendments.</u> All provisions of the original contract for the term of July 1, 2009 through June 30, 2010 attached hereto as Exhibit A, remain in full force and effect with the exception of the following: amend the term of the contract to extend effective date through June 30, 2011.
- 2. <u>Incorporated Documents</u>. Exhibit A (Original Contract is attached hereto, incorporated by reference herein, and made part of this amended contract.

IN WITNESS WHEREOF, the parties hereto have caused this amendment to the original contract to be signed and intend to be legally bound, thereby

Washoe County District Board of Health	
amllen	4-23-10
Denis M. Humphreys, O.D, Chairman	Date
University of Nevada School of Medicine Integr Associates North	rated Clinical Service, Inc., dba MEDSchool
Ole J. Thienhaus, MV, MBA, ICS President	Nevin Wilson, MD, MSAN President
Date	Date

INTERLOCAL AGREEMENT

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

WITNESSETH:

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

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

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

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

The School agrees to:

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

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

The District agrees to:

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

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

INDEMNIFICATION.

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

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

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

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

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

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

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

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

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

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

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

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

Notices to School shall be addressed to:

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

Notices to the District shall be addressed to:

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

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

District Board of Health

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

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

By: thunkeun	Date: 7/14.09
Ole J. Thierhaus, MD, MBA, ICS President	7.8-09
By: Marin Wilson MD MSAN President	Date:

EXHIBITA

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

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

Your signature below indicates your agreement that:

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

You will abide by those policies.

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

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

NAME

DATE



Washoe County Health District

STAFF REPORT **BOARD MEETING DATE: 4/22/10**

DATE:

April 9, 2010

TO:

District Board of Health

FROM:

Patsy Buxton, Fiscal Compliance Officer, Washoe County Health District

775-328-2418, pbuxton@washoecounty.us

THROUGH:

Eileen Coulombe, Administrative Health Services Officer

775-328-2417, ecoulombe@washoecounty.us

SUBJECT:

Ratification of Amendment #1 to University of Nevada School of

Medicine Interlocal Agreement to provide laboratory director services for the period July 1, 2009 through June 30, 2011 in the total amount of \$2,700 per year; and if approved,

authorize Chairman to execute the Interlocal Agreement.

SUMMARY

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

Goal supported by this item: Ratification of this Amendment to the Interlocal Agreement supports the District Board of Health's strategic priority: Protect population from health problems and health hazards.

PREVIOUS ACTION

This is an on-going Agreement that has been entered into annually for many years. The Interlocal Agreement was approved by the District Board of Health on June 25, 2009.

BACKGROUND

The Washoe County Health District proposes to amend the term of the contract with the University of Nevada School of Medicine Multispecialty Group North, Inc. dba MEDSchool Associates North. All provisions of the original contract for the term of July 1, 2009 through June 30, 2010 remain in full force and effect with the exception of the following: amend the term of the contract to extend effective date through June 30, 2011. The contract rate of \$225 per month not to exceed a total amount of \$2,700 per year remains in effect.

AGENDA ITEM # 7.C.3.

District Board of Health meeting of April 22, 2010 Page 2

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

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

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

FISCAL IMPACT

Should the Board approve this Amendment, there will no additional impact to the adopted FY 11 budget as expenses for this contract were anticipated and projected in the Sexual Health and Family Planning programs (cost centers 171300 and internal order 10025) under General Ledger account 710108-MD Consulting.

RECOMMENDATION

Staff recommends that the Washoe County District Board of Health ratify Amendment #1 to University of Nevada School of Medicine Interlocal Agreement to provide laboratory director services for the period July 1, 2009 through June 30, 2011 in the total amount of \$2,700 per year; and if approved, authorize Chairman to execute the Interlocal Agreement.

POSSIBLE MOTION

Move to approve ratification of Amendment #1 to University of Nevada School of Medicine Interlocal Agreement to provide laboratory director services for the period July 1, 2009 through June 30, 2011 in the total amount of \$2,700 per year; and if approved, authorize Chairman to execute the Interlocal Agreement.

AMENDMENT #1 TO UNIVERSITY OF NEVADA SCHOOL OF MEDICINE INTERLOCAL AGREEMENT (District Laboratory Director - Dr. Brown)

INTERLOCAL AGREEMENT BETWEEN

WASHOE COUNTY HEALTH DISTRICT

AND

UNIVERSITY OF NEVADA SCHOOL OF MEDICINE INTEGRATED CLINICAL SERVICES, INC., and UNIVERSITY OF NEVADA SCHOOL OF MEDICINE MULTISPECIALTY GROUP PRACTICE NORTH, INC., dba: MEDSchool Associates North

- 1. Amendments. All provisions of the original contract for the term of July 1, 2009 through June 30, 2010 attached hereto as Exhibit A, remain in full force and effect with the exception of the following: amend the term of the contract to extend effective date through June 30, 2011.
- 2. <u>Incorporated Documents</u>. Exhibit A (Original Contract is attached hereto, incorporated by reference herein, and made part of this amended contract.

IN WITNESS WHEREOF, the parties hereto have caused this amendment to the original contract to be signed and intend to be legally bound, thereby

Washoe County District Board of Health	
Denis M. Humphreys, O.D, Chairman	<u>4-23-10</u> Date
University of Nevada School of Medicine Integr Associates North	rated Clinical Service, Inc., dba MEDSchool
Ole J. Thienhaus, MV, MBA, ICS President	Nevin Wilson, MD, MSAN President
Date	Date

INTERLOCAL AGREEMENT

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

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

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

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

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

The MSAN agrees to:

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

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

The District agrees to:

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

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

INDEMNIFICATION.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Notices to MSAN shall be addressed to:

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

Notices to the District shall be addressed to:

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

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

District Board of Health

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

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

Ву:	(title	ncesus	Date:	7.14.09
ō	le J. Thienhaus,	, MD/ //		
IC	CS President and	l Dean of School of	Medicine	
By:	M	May	Date: _	7.5.09
N	evin Wilson, M	D		
M	ISAN President			

EXHIBIT A

Washoe County Health District OSHA Bloodborne Pathogen Requirements for Independent Contractors

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

Your signature below indicates your agreement that:

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

You will abide by the policies contained in the plan.

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

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

	·_	
Signature		Date

Date Fingerprinted:	-	
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EYE COLOR	HAIR COLOR	
CITIZENSHIP SOCIAL SE	ECURITY NUMBER	
STREET ADDRESS		
CITY/STATE/ZIP		
OCCUPATION		
DEPARTMENT ACCOUNT NUMBER		
DEPARTMENT NAME & ADDRESS		

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

Rev.: 12/06



Washoe County Health District

STAFF REPORT BOARD MEETING DATE: 4/22/10

DATE:

April 11, 2010

TO:

District Board of Health

FROM:

Patsy Buxton, Fiscal Compliance Officer, Washoe County Health District PB

775-328-2418, pbuxton@washoecounty.us

THROUGH:

Eileen Coulombe, Administrative Health Services Officer

775-328-2417, ecoulombe@washoecountv.us

SUBJECT: Ratification of Amendment #1 to University of Nevada School of Medicine Interlocal Agreement to provide a faculty member to serve as a consultant on pediatric Tuberculosis cases for the period July 1, 2009 through June 30, 2011 in the total amount of \$2,000 per year; and if approved, authorize the Chairman of the Board to execute the Interlocal Agreement.

SUMMARY

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

Goal supported by this item: Ratification of this Amendment to the Interlocal Agreement supports the District Board of Health's strategic priority: Protect population from health problems and health hazards. It also supports the Tuberculosis (TB) Prevention Program mission to prevent and control tuberculosis in order to reduce morbidity, disability and premature death due to tuberculosis by reducing the number of TB cases per 100,000 in Washoe County.

PREVIOUS ACTION

This is an on-going Agreement that has been entered into annually for many years. The Interlocal Agreement was approved by the District Board of Health on May 28, 2009.

BACKGROUND

The Washoe County Health District proposes to amend the contract with the University of Nevada School of Medicine, MEDSchool Associates North. All provisions of the original

AGENDA ITEM # 7.c.4.

District Board of Health meeting of April 22, 2010 Page 2

contract for the term July 1, 2009 through June 30, 2010 remain in full force and effect with the exception of the following: amend the term of the contract to extend effective date through June 30, 2011. The contract rate of \$500 per quarter not to exceed \$2,000 per year remains in effect.

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

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

FISCAL IMPACT

Should the Board approve this Interlocal Agreement, there will no additional impact to the adopted FY 11 budget as expenses for this contract are included in the operating budget for Cost Center 171400 (Tuberculosis) in General Ledger account 710108 (MD consultants).

RECOMMENDATION

Staff recommends that the Washoe County District Board of Health ratify Amendment #1 to University of Nevada School of Medicine Interlocal Agreement to provide a faculty member to serve as a consultant on pediatric Tuberculosis cases for the period July 1, 2009 through June 30, 2011 in the total amount of \$2,000 per year; and if approved, authorize the Chairman of the Board to execute the Interlocal Agreement.

POSSIBLE MOTION

Move to approve ratification of Amendment #1 to University of Nevada School of Medicine Interlocal Agreement to provide a faculty member to serve as a consultant on pediatric Tuberculosis cases for the period July 1, 2009 through June 30, 2011 in the total amount of \$2,000 per year; and if approved, authorize the Chairman of the Board to execute the Interlocal Agreement.

AMENDMENT #1 TO UNIVERSITY OF NEVADA SCHOOL OF MEDICINE INTERLOCAL AGREEMENT

(Physician Consultant - Pediatric TB - Dr. Budhecha)

INTERLOCAL AGREEMENT BETWEEN

WASHOE COUNTY HEALTH DISTRICT

AND

UNIVERSITY OF NEVADA SCHOOL OF MEDICINE INTEGRATED CLINICAL SERVICES, INC., and UNIVERSITY OF NEVADA SCHOOL OF MEDICINE MULTISPECIALTY GROUP PRACTICE NORTH, INC., dba: MEDSchool Associates North

- 1. <u>Amendments.</u> All provisions of the original contract for the term of July 1, 2009 through June 30, 2010 attached hereto as Exhibit A, remain in full force and effect with the exception of the following: amend the term of the contract to extend effective date through June 30, 2011.
- 2. <u>Incorporated Documents</u>. Exhibit A (Original Contract is attached hereto, incorporated by reference herein, and made part of this amended contract.

IN WITNESS WHEREOF, the parties hereto have caused this amendment to the original contract to be signed and intend to be legally bound, thereby

Washoe County District Board of Health	
Denis M. Humphreys, O.D, Chairman	<u>4-23-10</u> Date
University of Nevada School of Medicine Integ Associates North	rated Clinical Service, Inc., dba MEDSchool
Ole J. Thienhaus, MV, MBA, ICS President	Nevin Wilson, MD, MSAN President
Date	Date

INTERLOCAL AGREEMENT

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

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

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

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

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

The MSAN agrees to:

- 1. Provide medical consultation services related to the diagnosis and treatment of active tuberculosis cases and latent tuberculosis infection in pediatric patients (0-14 years) by record review or office visit.
- 2. Discuss and review progress and concerns related to pediatric tuberculosis patients and approve pediatric treatment protocols and clinical evaluations performed by District nurses.
- 3. Bill the District quarterly for consultative services provided.
- 4. Ensure that the physician consultant has submitted to a full background investigation pursuant to NRS 179.180 et seq., which includes a criminal history check and fingerprinting, and authorize the District to receive the records. The discovery of a) an undisclosed conviction for a sexual offense or a conviction based on an arrest or initial charge for a sexual offense, b) an undisclosed pending arrest or initial charge for a sexual offense, or c) two or more incidents resulting in arrest or initial charge of sexual offense which have not resulted in conviction and were not disclosed may be grounds for immediate termination of this Agreement without prior notice by the District, as may the arrest, initial charge or conviction of physician for a sexual offense during the term of this Agreement.

The District agrees to:

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

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

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

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

INDEMNIFICATION.

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

<u>LIMITED LIABILITY</u>. The parties will not waive and intend to assert available NRS chapter 41 liability limitations in all cases. Contract liability of both parties shall not be subject to punitive damages. To the extent applicable, actual contract damages for any breach shall be limited by NRS 353.260 and NRS 354.626.

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

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

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

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

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

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

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

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

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

Notices to MSAN shall be addressed to:

Gail Smith, MBA
MEDSchool Associates North
Nelson Building – MS 353
401 West Second Street, Suite 228
Reno, NV 89503-5353

Notices to the District shall be addressed to:

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

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

District Board of Health

By: <u>Mllluflu</u> Denis M. Humphreys, O.D., Chairman	Date: 5/28/09
Denis M. Humphreys, O.D., Chairman	. , ,

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

By: Thurbean	Date: 6'21-09
Ole J. Thienhaus, MD, ICS President	-
By: M. M. Mo	Date: 6.8- 37
Marin Wilson MD MSAN President	

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

BREACH; REMEDIES. Failure of either party to perform any obligation of this Contract shall be deemed a breach. Except as otherwise provided for by law or this Contract, the rights and remedies of the parties shall not be exclusive and are in addition to any other rights and remedies provided by law or equity, including but not limited to actual damages, and to a prevailing party reasonable attorneys' fees and costs.

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

INDEMNIFICATION.

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

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

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

WAIVER OF BREACH. Failure to declare a breach or the actual waiver of any particular breach of the Contract or its material or nonmaterial terms by either party shall not operate as a waiver by such party of any of its rights or remedies as to any other breach.

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

ASSIGNMENT. Neither party shall assign, transfer or delegate any rights, obligations or duties under this Contract without the prior written consent of the other party.

<u>PUBLIC RECORDS</u>. Pursuant to NRS 239.010, information or documents may be open to public inspection and copying. The parties will have the duty to disclose unless a particular record is made confidential by law or a common law balancing of interests.

<u>CONFIDENTIALITY</u>. Each party shall keep confidential all information, in whatever form, produced, prepared, observed or received by that party to the extent that such information is confidential by law or otherwise required by this Contract.

<u>PROPER AUTHORITY</u>. The parties hereto represent and warrant that the person executing this Contract on behalf of each party has full power and authority to enter into this Contract and that the parties are authorized by law to perform the service set forth in this agreement.

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

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

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

APPROVED BY BOARD OF HEALTH

Muslinday	On	6/25/09	Chairman
Washoe County Board of Health	-	Date	Title
ATTEST:			
	On		
	_	Date	•
APPROVED BY BOARD OF REGENTS OF OF THE UNIVERSITY OF NEVADA SCHOOL OF M			HIGHER EDUCATION ON BEHALF
then han	On	7.15.09	DEAN, SCHOOL OF MEDICIN
OLE J. THIENHAUS, MD, MBA		Date	Title
	On		

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

Responsibilities of the Parties

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

Responsibilities of the University

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

Responsibilities of the WCHD

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

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

Scheduling and Tracking Resident Placements

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

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

Communication between School and WCHD Program Staff

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

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

Contact for the WCHD:

Mary-Ann Brown RN MSN
Division Director
Community and Clinical Health Services
PO Box 11130
Reno, NV 89520
775-328-2478

Email: mabrown @washoecounty.us

Contact for University of Nevada

School of Medicine:
David C. Fiore, M.D.
Dept. of Community and Family Medicine
Brigham Building/316
Reno, NV 89557-0046
775-784-6180

Email: fiore@med.unr.edu

ATTACHMENT B

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

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

^{*} Requirements are based on student activities and location.



Washoe County Health District

STAFF REPORT **BOARD MEETING DATE: 4/22/10**

DATE:

April 11, 2010

TO:

District Board of Health

FROM:

Patsy Buxton, Fiscal Compliance Officer, Washoe County Health District 75

775-328-2418, pbuxton@washoecounty.us

THROUGH: Eileen Coulombe, Administrative Health Services Officer

775-328-2417, ecoulombe@washoecounty.us

SUBJECT: Ratification of Amendment #1 to Washoe County School District Interlocal Agreement to provide student educational experiences as part of career exploration in public health related professions for the period July 1, 2009 through June 30, 2011; and if approved, authorize the Chairman to execute the Interlocal Agreement.

SUMMARY

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

Goal supported by this item: Ratification of this Amendment to the Interlocal Agreement supports the District Board of Health's strategic priority: Develop our workforce.

PREVIOUS ACTION

The Interlocal Agreement was approved by the District Board of Health on June 25, 2009.

BACKGROUND

The Washoe County Health District proposes to amend the contract with the Washoe County School District. All provisions of the original contract for the term July 1, 2009 through June 30, 2010 remain in full force and effect with the exception of the following: amend the term of the contract to extend effective date through June 30, 2011.

AGENDA ITEM #7.c.5.

District Board of Health Meeting of April 22, 2010 Page 2

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

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

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

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

FISCAL IMPACT

Should the Board approve this Amendment to the Agreement, there will be no additional impact to the adopted FY 11 budget as students will not receive compensation in connection with this Agreement.

RECOMMENDATION

Staff recommends that the Washoe County District Board of Health ratify Amendment #1 to Washoe County School District Interlocal Agreement to provide student educational experiences as part of career exploration in public health related professions for the period July 1, 2009 through June 30, 2011; and if approved, authorize the Chairman to execute the Interlocal Agreement.

POSSIBLE MOTION

Move to approve ratification of Amendment #1 to Washoe County School District Interlocal Agreement to provide student educational experiences as part of career exploration in public health related professions for the period July 1, 2009 through June 30, 2011; and if approved, authorize the Chairman to execute the Interlocal Agreement.

ADMENDMENT #1 TO WASHOE COUNTY SCHOOL DISTRICT (Educational Opportunities in Public Health Agency Environment)

CONTRACT BETWEEN

WASHOE COUNTY HEALTH DISTRICT

AND

WASHOE COUNTY SCHOOL DISTRICT

- 1. <u>Amendments.</u> All provisions of the original contract for the term of July 1, 2009 through June 30, 2010 attached hereto as Exhibit A, remain in full force and effect with the exception of the following: amend the term of the contract to extend effective date through June 30, 2011.
- 2. <u>Incorporated Documents</u>. Exhibit A (Original Contract is attached hereto, incorporated by reference herein, and made part of this amended contract.

IN WITNESS WHEREOF, the parties hereto have caused this amendment to the original contract to be signed and intend to be legally bound, thereby

am D= 4-23-10

APPROVED BY WASHOE COUNTY SCHOOL DISTRICT

APPROVED BY BOARD OF HEALTH

Denis M. Humphreys, O.D. Chairman

Date	Title	
Date	Title	

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

and

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

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

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

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

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

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

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

- 5. <u>BREACH</u>; <u>REMEDIES</u>. Failure of either party to perform any obligation of this Contract shall be deemed a breach. Except as otherwise provided for by law or this Contract, the rights and remedies of the parties shall not be exclusive and are in addition to any other rights and remedies provided by law or equity, including but not limited to actual damages, and to a prevailing party reasonable attorneys' fees and costs.
- 6. <u>LIMITED LIABILITY</u>. The parties will not waive and intends to assert available NRS Chapter 41 liability limitations in all cases. Contract liability of both parties shall not be subject to punitive damages. To the extent applicable, actual contract damages for any breach shall be limited by NRS 354.626.

7. INDEMNIFICATION.

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

- 12. <u>ASSIGNMENT</u>. Neither party shall assign, transfer or delegate any rights, obligations or duties under this Contract without the prior written consent of the other party.
- 13. <u>PUBLIC RECORDS</u>. Pursuant to NRS 239.010, information or documents may be open to public inspection and copying. The parties will have the duty to disclose unless a particular record is made confidential by law or a common law balancing of interests.
- 14. <u>CONFIDENTIALITY</u>. Each party shall keep confidential all information, in whatever form, produced, prepared, observed or received by that party to the extent that such information is confidential by law or otherwise required by this Contract.
- 15. <u>PROPER AUTHORITY</u>. The parties hereto represent and warrant that the person executing this Contract on behalf of each party has full power and authority to enter into this Contract and that the parties are authorized by law to perform the service set forth in this agreement.
- 16. <u>GOVERNING LAW; JURISDICTION</u>. This Contract and the rights and obligations of the parties hereto shall be governed by, and construed according to, the laws of the State of Nevada. The parties consent to the jurisdiction of the Washoe County, Nevada district courts for enforcement of this Contract.
- ENTIRE AGREEMENT AND MODIFICATION. This Contract and its integrated attachment(s) constitute the entire agreement of the parties and such are intended as a complete and exclusive statement of the promises, representations, negotiations, discussions, and other agreements that may have been made in connection with the subject matter hereof. Unless an integrated attachment to this Contract specifically displays a mutual intent to amend a particular part of this Contract, general conflicts in language between any such attachment and this Contract shall be construed consistent with the terms of this Contract. Unless otherwise expressly authorized by the terms of this Contract, no modification or amendment to this Contract shall be binding upon the parties unless the same is in writing and signed by the respective parties hereto, approved by Washoe County's legal advisor.

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

Olustenfug	_ On	6/20/09	Chairman
Washoe County Board of Health		Date '	Title
ATTEST:			
	_ On		
APPROVED BY WASHOE COUNTY SCHOOL	L DIST	Date RICT	
had	On	7/1/09	gATE Specialist
		¹ Date	U Title
	On		
	_	Date	Title

APPROVED BY BOARD OF HEALTH

ATTACHMENT A SCOPE OF EDUCATIONAL EXPERIENCE WASHOE COUNTY SCHOOL DISTRICT

Responsibilities of the Parties

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

Responsibilities of the WCSD

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

Responsibilities of the WCHD

 WCHD shall have sole responsibility for establishing the policies, regulations and procedures applicable to its operations and activities. It shall notify WCSD of all policies, regulations and procedures that it expects WCSD's personnel and students to adhere to while on WCHD premises or conducting activities in WCHD facilities. WCHD may notify WCSD personnel and students directly without prior notice to WCSD of policies, regulations and procedures if circumstances prohibit such prior notice.

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

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

Scheduling and Tracking Student Placements

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

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

Communication between WCSD and WCHD Staff

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

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

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

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

ATTACHMENT B

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

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

^{*} Requirements are based on student activities and location.



Washoe County Health District

STAFF REPORT BOARD MEETING DATE: 4/22/10

DATE:

April 11, 2010

TO:

District Board of Health

FROM:

Patsy Buxton, Fiscal Compliance Officer, Washoe County Health District

775-328-2418, pbuxton@washoecounty.us

THROUGH:

Eileen Coulombe, Administrative Health Services Office

775-328-2417, ecoulombe@washoecounty.us

SUBJECT: Ratification of Amendment #1 to the Board of Regents of the Nevada System of Higher Education Interlocal Agreement to provide community and clinical public health opportunities for School of Medicine residents during their preceptorship experience for the period July 15, 2009 through June 30, 2011; and if approved authorize the Chairman to execute the Interlocal Agreement.

SUMMARY

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

Goal supported by this item: Ratification of this Amendment to the Agreement supports the Washoe County District Board of Health's strategic priority: Develop our workforce.

PREVIOUS ACTION

This is an ongoing agreement that has been entered into annually for many years. The Interlocal Agreement was approved by the District Board of Health on June 25, 2009.

BACKGROUND

The Washoe County Health District proposes to amend the Interlocal Agreement with the Board of Regents of the Nevada System of Higher Education. All provisions of the original contract for the term July 15, 2009 through June 30, 2010 remain in full force and effect with the exception of the following: amend the term of the contract to extend effective date through June 30, 2011.

AGENDA ITEM # 7.c.6.

District Board of Health meeting of April 22, 2010 Page 2

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

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

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

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

FISCAL IMPACT

Should the Board approve this Interlocal Agreement, there will be no fiscal impact to the adopted FY 11 budget as students and faculty will not receive compensation in connection with this Interlocal Agreement.

RECOMMENDATION

Staff recommends that the Washoe County District Board of Health ratify Amendment #1 to the Board of Regents of the Nevada System of Higher Education Interlocal Agreement to provide community and clinical public health opportunities for School of Medicine residents during their preceptorship experience for the period July 15, 2009 through June 30, 2011; and if approved authorize the Chairman to execute the Interlocal Agreement.

POSSIBLE MOTION

Move to approve ratification of Amendment #1 to the Board of Regents of the Nevada System of Higher Education Interlocal Agreement to provide community and clinical public health opportunities for School of Medicine residents during their preceptorship experience for the period July 15, 2009 through June 30, 2011; and if approved authorize the Chairman to execute the Interlocal Agreement.

AMENDMENT #1 TO THE BOARD OF REGENTS OF THE NEVADA SYSTEM OF HIGHER EDUCATION CONTRACT

(Educational Opportunities for School of Medicine Students)

INTERLOCAL AGREEMENT BETWEEN

WASHOE COUNTY HEALTH DISTRICT

AND

THE BOARD OF REGENTS OF THE NEVADA SYSTEM OF HIGHER EDUCATION University of Nevada, Reno

- 1. <u>Amendments.</u> All provisions of the original contract for the term of July 15, 2009 through June 30, 2010 attached hereto as Exhibit A, remain in full force and effect with the exception of the following: amend the term of the contract to extend effective date through June 30, 2011.
- 2. <u>Incorporated Documents</u>. Exhibit A (Original Contract is attached hereto, incorporated by reference herein, and made part of this amended contract.

IN WITNESS WHEREOF, the parties hereto have caused this amendment to the original contract to be signed and intend to be legally bound, thereby

Washoe County District Board of Health

am/Ling	4-23	- 10
Denis M. Humphreys, O.D, Chairman	Date	
Approved for the Board of Regents of the Ne University of Nevada, Reno	vada System of High	er Education on behalf of the
	Date	Title
	Date	Title
	 Date	Title

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

and

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

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

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

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

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

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

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

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

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

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

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

BREACH; REMEDIES. Failure of either party to perform any obligation of this Contract shall be deemed a breach. Except as otherwise provided for by law or this Contract, the rights and remedies of the parties shall not be exclusive and are in addition to any other rights and remedies provided by law or equity, including but not limited to actual damages, and to a prevailing party reasonable attorneys' fees and costs.

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

INDEMNIFICATION.

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

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

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

WAIVER OF BREACH. Failure to declare a breach or the actual waiver of any particular breach of the Contract or its material or nonmaterial terms by either party shall not operate as a waiver by such party of any of its rights or remedies as to any other breach.

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

ASSIGNMENT. Neither party shall assign, transfer or delegate any rights, obligations or duties under this Contract without the prior written consent of the other party.

<u>PUBLIC RECORDS</u>. Pursuant to NRS 239.010, information or documents may be open to public inspection and copying. The parties will have the duty to disclose unless a particular record is made confidential by law or a common law balancing of interests.

<u>CONFIDENTIALITY</u>. Each party shall keep confidential all information, in whatever form, produced, prepared, observed or received by that party to the extent that such information is confidential by law or otherwise required by this Contract.

<u>PROPER AUTHORITY</u>. The parties hereto represent and warrant that the person executing this Contract on behalf of each party has full power and authority to enter into this Contract and that the parties are authorized by law to perform the service set forth in this agreement.

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

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

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

APPROVED BY BOARD OF HEALTH

Mushinghyr	_ On	6/25/0	9 Chairman
Washoe County Board of Health		Date	' Title
ATTEST:			
	On		
	_	Date	
APPROVED BY BOARD OF REGENTS OF OF THE UNIVERSITY OF NEVADA SCHOOL OF	THE	NEVADA SYSTEM (OF HIGHER EDUCATION ON BEHALF
tron laus.	_ On	7.15.09	DEAN, SCHOOL OF MEDICINE
OLE J. THIENHAUS, MD, MBA		Date	Title
	On		

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

Responsibilities of the Parties

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

Responsibilities of the University

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

Responsibilities of the WCHD

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

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

Scheduling and Tracking Resident Placements

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

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

Communication between School and WCHD Program Staff

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

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

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

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

ATTACHMENT B

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

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

^{*} Requirements are based on student activities and location.



Washoe County Health District

STAFF REPORT BOARD MEETING DATE: 4/22/10

DATE:

April 11, 2010

TO:

District Board of Health

FROM:

Patsy Buxton, Fiscal Compliance Officer, Washoe County Health District Pb

775-328-2418, pbuxton@washoecounty.us

THROUGH: Eileen Coulombe, Administrative Health Services Officer

775-328-2417, ecoulombe@washoecounty.us

SUBJECT: Ratification of Amendment #1 to the Board of Regents of the Nevada System of Higher Education Interlocal Agreement to provide educational opportunities for School of Public Health students to engage in practical application of classroom instruction in a public health agency environment for the period July 14, 2009 through June 30, 2011; and if approved, authorize the Chairman to execute the Interlocal Agreement.

SUMMARY

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

Goal supported by this item: Ratification of this Amendment to the Interlocal Agreement supports the District Board of Health's strategic priority: Develop our workforce.

PREVIOUS ACTION

This is an on-going Agreement that has been entered into annually for many years. The Interlocal Agreement was approved by the District Board of Health on June 25, 2009.

BACKGROUND

The Washoe County Health District proposes to amend the contract with the Board of Regents of the Nevada System of Higher Education. All provisions of the original contract for the term July 14, 2009 through June 30, 2010 remain in full force and effect with the exception of the following: amend the term of the contract to extend effective date through June 30, 2011.

AGENDA ITEM # 7.c.7.

District Board of Health meeting of April 22, 2010 Page 2

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

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

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

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

FISCAL IMPACT

Should the Board approve this Interlocal Agreement, there will be no fiscal impact to the adopted FY 11 budget as students and faculty will not receive compensation in connection with this Interlocal Agreement.

RECOMMENDATION

Staff recommends that the Washoe County District Board of Health ratify Amendment #1 to the Board of Regents of the Nevada System of Higher Education Interlocal Agreement to provide educational opportunities for School of Public Health students to engage in practical application of classroom instruction in a public health agency environment for the period July 14, 2009 through June 30, 2011; and if approved, authorize the Chairman to execute the Interlocal Agreement.

POSSIBLE MOTION

Move to approve ratification of Amendment #1 to the Board of Regents of the Nevada System of Higher Education Interlocal Agreement to provide educational opportunities for School of Public Health students to engage in practical application of classroom instruction in a public health agency environment for the period July 14, 2009 through June 30, 2011; and if approved, authorize the Chairman to execute the Interlocal Agreement.

AMENDMENT #1 TO THE BOARD OF REGENTS OF THE NEVADA SYSTEM OF HIGHER EDUCATION CONTRACT

(Educational Opportunities for Public Health Students)

INTERLOCAL AGREEMENT BETWEEN

WASHOE COUNTY HEALTH DISTRICT

AND

THE BOARD OF REGENTS OF THE NEVADA SYSTEM OF HIGHER EDUCATION University of Nevada, Reno

- 1. Amendments. All provisions of the original contract for the term of July 14, 2009 through June 30, 2010 attached hereto as Exhibit A, remain in full force and effect with the exception of the following: amend the term of the contract to extend effective date through June 30, 2011.
- 2. Incorporated Documents. Exhibit A (Original Contract is attached hereto, incorporated by reference herein, and made part of this amended contract.

IN WITNESS WHEREOF, the parties hereto have caused this amendment to the original contract to be signed and intend to be legally bound, thereby

washoe County District Board of Health			
am /hom	4-23	- 10	
Denis M. Humphreys, O.D, Chairman	Date		
Approved for the Board of Regents of the No University of Nevada, Reno	evada System of Higl	ner Education on behalf o	the
	Date	Title	-
	Date	Title	_
	 Date	Title	_

Title

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

and

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

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

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

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

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

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

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

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

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

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

BREACH; REMEDIES. Failure of either party to perform any obligation of this Contract shall be deemed a breach. Except as otherwise provided for by law or this Contract, the rights and remedies of the parties shall not be exclusive and are in addition to any other rights and remedies provided by law or equity, including but not limited to actual damages, and to a prevailing party reasonable attorneys' fees and costs.

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

INDEMNIFICATION.

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

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

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

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

WAIVER OF BREACH. Failure to declare a breach or the actual waiver of any particular breach of the Contract or its material or nonmaterial terms by either party shall not operate as a waiver by such party of any of its rights or remedies as to any other breach.

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

ASSIGNMENT. Neither party shall assign, transfer or delegate any rights, obligations or duties under this Contract without the prior written consent of the other party.

PUBLIC RECORDS. Pursuant to NRS 239.010, information or documents may be open to public inspection and copying. The parties will have the duty to disclose unless a particular record is made confidential by law or a common law balancing of interests.

<u>CONFIDENTIALITY</u>. Each party shall keep confidential all information, in whatever form, produced, prepared, observed or received by that party to the extent that such information is confidential by law or otherwise required by this Contract.

<u>PROPER AUTHORITY</u>. The parties hereto represent and warrant that the person executing this Contract on behalf of each party has full power and authority to enter into this Contract and that the parties are authorized by law to perform the service set forth in this agreement.

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

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

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

APPROVED BY BOARD OF HEALTH

Washoe County Board of Health	On	6/x/09 Date	Chairman Title	
ATTEST:				
	On	Date		
APPROVED BY BOARD OF REGENTS	WSHE	Date		
KemMus	On _	7-14-09 Date	Controller, CIN	K
	On			

Park Win

ATTACHMENT A SCOPE OF EDUCATIONAL EXPERIENCE SCHOOL OF PUBLIC HEALTH

Responsibilities of the Parties

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

Responsibilities of the University

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

Responsibilities of the WCHD

 WCHD shall have sole responsibility for establishing the policies, regulations and procedures applicable to its operations and activities. It shall notify University of all policies, regulations and procedures that it expects University's personnel and students to adhere to while on WCHD premises or conducting activities in WCHD facilities. WCHD may notify University personnel and students directly without prior notice to University of policies, regulations and procedures if circumstances prohibit such prior notice.

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

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

Scheduling and Tracking Student Placements

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

Types of WCHD student placements: Individual Undergraduate Students Individual Graduate (Masters and PhD) Students

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

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

Communication between School and District Program Staff

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

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

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

Contact for School of Public Health
Sally Hardwick Wal Winder It
School of Public Health MS 274
University of Nevada, Reno
Reno, NV 89557
775-682-7104 7109

ATTACHMENT B

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

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

^{*} Requirements are based on student activities and location.



Washoe County Health District

STAFF REPORT **BOARD MEETING DATE: 4/22/10**

DATE:

April 11, 2010

TO:

District Board of Health

FROM:

Patsy Buxton, Fiscal Compliance Officer, Washoe County Health District

775-328-2418, pbuxton@washoecounty.us

THROUGH: Eileen Coulombe, Administrative Health Services Officer

775-325-2417, ecoulombe@washoecounty.us

SUBJECT: Ratification of Amendment #1 to the Board of Regents of the Nevada System of Higher Education Interlocal Agreement to provide educational opportunities for Orvis School of Nursing students to engage in practical application of classroom instruction in a public health agency environment for the period August 17, 2009 through June 30, 2011; and if approved, authorize the Chairman to execute the Interlocal Agreement.

SUMMARY

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

Goal supported by this item: Ratification of this Amendment to the Interlocal Agreement supports the District Board of Health's strategic priority: Develop our workforce.

PREVIOUS ACTION

This is an on-going Agreement that has been entered into annually for many years. The Interlocal Agreement was approved by the District Board of Health on June 25, 2009.

BACKGROUND

The Washoe County Health District proposes to amend the contract with the Board of Regents of the Nevada System of Higher Education. All provisions of the original contract for the term August 17, 2009 through June 30, 2010 remain in full force and effect with the exception of the following: amend the term of the contract to extend effective date through June 30, 2011.

AGENDA ITEM #7.c.8.

District Board of Health meeting of April 22, 2010 Page 2

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

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

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

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

FISCAL IMPACT

Should the Board approve this Interlocal Agreement, there will be no additional impact to the adopted FY 11 budget as students and faculty will not receive compensation in connection with this Interlocal Agreement.

RECOMMENDATION

Staff recommends that the Washoe County District Board of Health ratify Amendment #1 to the Board of Regents of the Nevada System of Higher Education Interlocal Agreement to provide educational opportunities for Orvis School of Nursing students to engage in practical application of classroom instruction in a public health agency environment for the period August 17, 2009 through June 30, 2011; and if approved, authorize the Chairman to execute the Interlocal Agreement.

POSSIBLE MOTION

Move to approve ratification of Amendment #1 to the Board of Regents of the Nevada System of Higher Education Interlocal Agreement to provide educational opportunities for Orvis School of Nursing students to engage in practical application of classroom instruction in a public health agency environment for the period August 17, 2009 through June 30, 2011; and if approved, authorize the Chairman to execute the Interlocal Agreement.

AMENDMENT #1 TO THE BOARD OF REGENTS OF THE NEVADA SYSTEM OF HIGHER EDUCATION CONTRACT

(Educational Opportunities for Orvis Nursing Students)

INTERLOCAL AGREEMENT BETWEEN

WASHOE COUNTY HEALTH DISTRICT

AND

THE BOARD OF REGENTS OF THE NEVADA SYSTEM OF HIGHER EDUCATION University of Nevada, Reno

- 1. <u>Amendments.</u> All provisions of the original contract for the term of August 17, 2009 through June 30, 2010 attached hereto as Exhibit A, remain in full force and effect with the exception of the following: amend the term of the contract to extend effective date through June 30, 2011.
- 2. <u>Incorporated Documents</u>. Exhibit A (Original Contract is attached hereto, incorporated by reference herein, and made part of this amended contract.

IN WITNESS WHEREOF, the parties hereto have caused this amendment to the original contract to be signed and intend to be legally bound, thereby

Washoe County District Board of Health

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

Date

Title

Date

Title

Date

Title

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

and

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

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

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

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

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

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

- 6. <u>INCORPORATED DOCUMENTS</u>. The parties agree that the services to be performed shall be specifically described; this Contract incorporates the following attachments:

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

 ATTACHMENT B: WASHOE COUNTY HEALTH DISTRICT VACCINE AND TB

 SCREENING REQUIREMENTS (See Attachment B)
- 7. <u>BREACH</u>; <u>REMEDIES</u>. Failure of either party to perform any obligation of this Contract shall be deemed a breach. Except as otherwise provided for by law or this Contract, the rights and remedies of the parties shall not be exclusive and are in addition to any other rights and remedies provided by law or equity, including but not limited to actual damages, and to a prevailing party reasonable attorneys' fees and costs.
- 8. <u>LIMITED LIABILITY</u>. The parties will not waive and intends to assert available NRS Chapter 41 liability limitations in all cases. Contract liability of both parties shall not be subject to punitive damages. To the extent applicable, actual contract damages for any breach shall be limited by NRS 354.626.

9. INDEMNIFICATION.

- a. Consistent with the Limited Liability provision stated above, each party shall indemnify, hold harmless and defend, not excluding the other's right to participate, the other party from and against all liability, claims, actions, damages, losses, and expenses, including but not limited to reasonable attorneys' fees and costs, arising out of any alleged negligent or willful acts or omissions of the indemnifying party, its officers, employees and agents. Such obligation shall not be construed to negate, abridge, or otherwise exist as to any party or person, described in this paragraph.
- b. The indemnification obligation under this paragraph is conditioned upon receipt of written notice by the indemnifying party within 30 days of the indemnified party's actual notice of any actual or pending claim or cause of action.
- 10. <u>FORCE MAJEURE</u>. Neither party shall be deemed to be in violation of this Contract if it is prevented from performing any of its obligations hereunder due to strikes, failure of public transportation, civil or military authority, act of public enemy, accidents, fires, explosions, or acts of God, including, without limitation, earthquakes, floods, winds, or storms. In such an event the intervening cause must not be through the fault of the party asserting such an excuse, and the excused party is obligated to promptly perform in accordance with the terms of the Contract after the intervening cause ceases.
- 11. <u>HIPAA</u>. As covered entities, the parties acknowledge the applicability of the Health Insurance Portability and Accountability Act of 1996, P.L. 104-191 ("HIPAA") to any covered functions, which may be performed pursuant to this Agreement.
- 12, WAIVER OF BREACH. Failure to declare a breach or the actual waiver of any particular breach of the Contract or its material or nonmaterial terms by either party shall

- not operate as a waiver by such party of any of its rights or remedies as to any other breach.
- 13. <u>ASSIGNMENT</u>. Neither party shall assign, transfer or delegate any rights, obligations or duties under this Contract without the prior written consent of the other party.
- 14. <u>PUBLIC RECORDS</u>. Pursuant to NRS 239,010, information or documents may be open to public inspection and copying. The parties will have the duty to disclose unless a particular record is made confidential by law or a common law balancing of interests.
- 15. <u>CONFIDENTIALITY</u>. Each party shall keep confidential all information, in whatever form, produced, prepared, observed or received by that party to the extent that such information is confidential by law or otherwise required by this Contract.
- 16. PROPER AUTHORITY. The parties hereto represent and warrant that the person executing this Contract on behalf of each party has full power and authority to enter into this Contract and that the parties are authorized by law to perform the service set forth in this agreement.
- 17. <u>GOVERNING LAW; JURISDICTION</u>. This Contract and the rights and obligations of the parties hereto shall be governed by, and construed according to, the laws of the State of Nevada. The parties consent to the jurisdiction of the Washoe County, Nevada district courts for enforcement of this Contract.
- 18. ENTIRE AGREEMENT AND MODIFICATION. This Contract and its integrated attachment(s) constitute the entire agreement of the parties and such are intended as a complete and exclusive statement of the promises, representations, negotiations, discussions, and other agreements that may have been made in connection with the subject matter hereof. Unless an integrated attachment to this Contract specifically displays a mutual intent to amend a particular part of this Contract, general conflicts in language between any such attachment and this Contract shall be construed consistent with the terms of this Contract. Unless otherwise expressly authorized by the terms of this Contract, no modification or amendment to this Contract shall be binding upon the parties unless the same is in writing and signed by the respective parties hereto, approved by Washoe County's legal advisor.

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

APPROVED BY BOARD OF HEALTH				
Washoe County Board of Health	On	6/25/09 Date	Chairman Title	
ATTEST:				
	On	<u> </u>		
APPROVED for the Board of Regents behalf of the University of Nevada, Rend	of the	Date Nevada System	of Higher Education on	- · .
saty of quelan	On	8-12-09	Patsy Ruchala, Dir	ector
		Date	Title	-
John a. M. Devald	_ On	8/13/09	UP, HEACTH SCI	ENCES
, // /		Date	Title	•
May	_ On _	8-17-09	Contreller, UN	P
/		Date	Title	-

ATTACHMENT A SCOPE OF EDUCATIONAL EXPERIENCE ORVIS SCHOOL OF NURSING

Responsibilities of the Parties

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

Responsibilities of the University

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

Responsibilities of the WCHD

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

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

Scheduling and Tracking Student Placements

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

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

Types of WCHD student placements: Groups of undergraduate nursing students Individual graduate level students RN to BSN students

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

Communication between School and District Program Staff

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

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

Contact for the District:
Mary-Ann Brown RN MSN
Division Director
Community and Clinical Health Services
PO Box 11130
Reno, NV 89520
775-328-2478

Email address: mabrown @washoecounty.us

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

ATTACHMENT B

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

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

^{*} Requirements are based on student activities and location.



Washoe County Health District

STAFF REPORT **BOARD MEETING DATE: 4/22/10**

DATE:

April 9, 2010

TO:

District Board of Health

FROM:

Patsy Buxton, Fiscal Compliance Officer, Washoe County Health District

775-328-2418, pbuxton@washoecounty.us

THROUGH: Eileen Coulombe, Administrative Health Services Officer

SUBJECT: Approve amendments totaling an increase of \$17,125 in both revenue and expense to the FY 10 Adult Viral Hepatitis Grant Program budget, Internal Order TBA.

SUMMARY

The Washoe County District Board of Health must approve and execute, or direct the Health Officer to execute, contracts in excess of \$50,000, Interlocal Agreements and amendments to the adopted budget. The Washoe County Health District received a Notice of Subgrant Award from the Nevada State Health Division in the amount of \$17,125 for the period upon approval through October 31, 2010 in support of Adult Viral Hepatitis (AVH) grant activities. A copy of the Notice of Subgrant Award is attached.

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

PREVIOUS ACTION

There has been no previous action taken by the District Board of Health. The District Health Officer accepted and signed the Notice of Subgrant Award on March 25, 2010.

BACKGROUND

In late 2009 the Nevada State Health Division made available to the health districts funds to support AVH activities. By the District Health Officer accepting these funds, the Washoe County Health District will coordinate AVH activities in Washoe County to improve hepatitis vaccine availability in the public sector and increase hepatitis related education for both consumers and healthcare providers.

AGENDA ITEM # 7.C.9.

District Board of Health meeting of April 22, 2010 Page 2

This award includes partial funding for an existing Public Health Nurse II position and indirect costs. In regards to the personnel funding, the Immunization Program will pay for the Public Health Nurse II position with these new grant funds and use the savings from that position to fund additional Intermittent Hourly (per diem) nursing staff hours to assume routine Immunization work during the grant project period.

This amendment will create a new internal order (#TBD) entitled Adult Viral Hepatitis Grant (Fund 2002 – Function 0060 – Responsible Cost Center 173500).

This budget amendment will also require Board of County Commissioners approval.

FISCAL IMPACT

Should the Board approve these budget amendments, the adopted FY 10 budget will be increased by \$17,125 in the following accounts:

		Amount of
Account Number	<u>Description</u>	Increase/(Decrease)
2002-IO-TBA -431100	Federal Revenue	\$17,125
2002-IO-TBA -701110	Salaries	13,928
-705210	Retirement	2,995
-705230	Medicare	202
	Total Expenditures	\$17,125

RECOMMENDATION

Staff recommends that the Washoe County District Board of Health approve amendments totaling an increase of \$17,125 in both revenue and expense to the FY 10 Adult Viral Hepatitis Grant Program budget, Internal Order TBA.

POSSIBLE MOTION

Move to approve amendments totaling an increase of \$17,125 in both revenue and expense to the FY 10 Adult Viral Hepatitis Grant Program budget, Internal Order TBA.

Department of Health and Human Services

HEALTH DIVISION

(hereinafter referred to as the DIVISION)

Health Division #: 10127:

Budget Account #: 3215

Category #: 20

GL #: 8516

NOTICE OF SUBGRANT AWARD

Program Name: Adult Viral Hepatitis Prevention Office of Epidemiology Nevada State Health Division Address: Adult Viral Hepatitis Prevention Address: Adult Viral Hepatitis Prevention P. O. Box 11130 Reno, NV 89502			NOTICE OF 30	BGRANT AWARD		
At50 Technology Way, Suite #211 P. O. Box 11130 Reno, NV 89502	Adult Viral Hepatitis Prevention Office of Epidemiology					
Upon approval by all parties through October 31, 2010 EIN#: 88-6000138 Vendor#: T41107900 Dun & Bradstreet#: 73-786-998	4150 Technology Way, Suite			P. O. Box 11130		
New Contract	Subgrant Period:			Subgrantee's		
Reason for Award: To support an Adult Viral Hepatitis Coordinator at Washoe County Health District County(ies) to be served: () Statewide (X) Specific county or counties: Washoe County Approved Budget Categories: 1. Personnel \$ 16,065 2. Travel \$ 0 3. Operating \$ 0 4. Equipment \$ 0 5. Contractual/Consultant \$ 0 6. Other \$ 0 7. Indirect (6.6%) \$ 1,060 Total Cost \$ 17,125 Disbursement of funds will be as follows: Payment will be made upon receipt and acceptance of an invoice and supporting documentation specifically requesting reimbursement for actual expenditures specific to this subgrant. Total reimbursement will not exceed \$ 17, 125.00 during the subgrant period. Source of Funds:	Upon approval by all parties the	nrough	October 31, 2010	EIN#: 88-6000138		
County(ies) to be served: () Statewide (X) Specific county or counties: Washoe County Approved Budget Categories: 1. Personnel \$ 16,065 2. Travel \$ 0 3. Operating \$ 0 4. Equipment \$ 0 5. Contractual/Consultant \$ 0 6. Other \$ 0 7. Indirect (6.6%) \$ 1,060 Total Cost \$ 17,125 Disbursement of funds will be as follows: Payment will be made upon receipt and acceptance of an invoice and supporting documentation specifically requesting reimbursement for actual expenditures specific to this subgrant. Total reimbursement will not exceed \$ 17,125.00 during the subgrant period. Source of Funds: 1. CDC and Prevention \$ 100% \$ 93.283 \$ Federal Grant #: 5U51PS000874-03 Terms and Conditions In accepting these grant funds, it is understood that: 1. Expenditures must comply with appropriate state and/or federal regulations. 2. This award is subject to the availability of appropriate funds. 3. Recipient of these funds agrees to stipulations listed in Sections A, B, and C of this subgrant award. WCHD WCHD W. A. Addusin, MPA Program Manager Richard Whitley, MS Administrator, Health Division						
Approved Budget Categories: 1. Personnel \$ 16,065 2. Travel \$ 0 3. Operating \$ 0 4. Equipment \$ 0 5. Contractual/Consultant \$ 0 6. Other \$ 0 7. Indirect (6.6%) \$ 1,060 Total Cost \$ 17,125 Disbursement of funds will be as follows: Payment will be made upon receipt and acceptance of an invoice and supporting documentation specifically requesting reimbursement for actual expenditures specific to this subgrant. Total reimbursement will not exceed \$ 17, 125.00 during the subgrant period. Source of Funds: 1. CDC and Prevention \$ 00 funds: CFDA#: Federal Grant #: 5051PS000874-03 Terms and Conditions In accepting these grant funds, it is understood that: 1. Expenditures must comply with appropriate state and/or federal regulations. 2. This award is subject to the availability of appropriate funds. 3. Recipient of these funds agrees to stipulations listed in Sections A, B, and C of this subgrant award. WCHD # A. Appropriate Manager WCHD # A. Appropriate Manager Richard Whitley, MS Administrator, Health Division	Reason for Award: To suppo	rt an <i>i</i>	Adult Viral Hepatitis	Coordinator at Wasl	hoe County Health District	
1. Personnel \$ 16,065 2. Travel \$ 0 3. Operating \$ 0 4. Equipment \$ 0 5. Contractual/Consultant \$ 0 6. Other \$ 0 7. Indirect (6.6%) \$ 1,060 Total Cost \$ 17,125 Disbursement of funds will be as follows: Payment will be made upon receipt and acceptance of an invoice and supporting documentation specifically requesting reimbursement for actual expenditures specific to this subgrant. Total reimbursement will not exceed \$ 17,125.00 during the subgrant period. Source of Funds: % of Funds: CFDA#: Federal Grant #: 1.CDC and Prevention 100% 93.283 5U51PS000874-03 Terms and Conditions In accepting these grant funds, it is understood that: 1. Expenditures must comply with appropriate state and/or federal regulations. 2. This award is subject to the availability of appropriate funds. 3. Recipient of these funds agrees to stipulations listed in Sections A, B, and C of this subgrant award. WCHD	County(ies) to be served: () Sta	tewide (X)Specifi	county or counties	s: Washoe County	
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WCHD Julia Spaulding, MHA Program Manager Richard Whitley, MS Administrator, Health Division A. Anders, MD, MP 3/25/10	In accepting these grant funds 1. Expenditures must comply 2. This award is subject to the	with a	appropriate state and ability of appropriate	funds. in Sections A, B, an	nd C of this subgrant award.	
Program Manager Richard Whitley, MS Administrator, Health Division	WCHD		M. A. Anderso		3/25/10	
Administrator, Health Division	Program Manager		Jui Ap		3/12/10	
\sim	Administrator, Health Division		<i>∬</i>	$\underline{\hspace{1cm}}$		

HEALTH DIVISION NOTICE OF SUBGRANT AWARD SECTION A

Assurances

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

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

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

- 5. Subgrantee agrees to disclose any existing or potential conflicts of interest relative to the performance of services resulting from this subgrant award. The Health Division reserves the right to disqualify any grantee on the grounds of actual or apparent conflict of interest. Any attempt to intentionally or unintentionally conceal or obfuscate a conflict of interest will automatically result in the disqualification of funding.
- 6. Subgrantee agrees to comply with the requirements of the Civil Rights Act of 1964, as amended, and the Rehabilitation Act of 1973, P.L. 93-112, as amended, and any relevant program-specific regulations, and shall not discriminate against any employee or offeror for employment because of race, national origin, creed, color, sex, religion, age, disability or handicap condition (including AIDS and AIDS-related conditions).
- 7. Subgrantee agrees to comply with the Americans with Disabilities Act of 1990 (P.L. 101-136), 42 U.S.C. 12101, as amended, and regulations adopted thereunder contained in 28 CFR 26.101-36.999 inclusive, and any relevant program-specific regulations.
- 8. Subgrantee agrees to comply with the requirements of the Health Insurance Portability and Accountability Act of 1996, 45 C.F.R. 160, 162 and 164, as amended. If the subgrant award includes functions or activities that involve the use or disclosure of Protected Health Information, the Subgrantee agrees to enter into a Business Associate Agreement with the Health Division, as required by 45 C.F.R 164.504 (e).

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- 9. Subgrantee certifies, by signing this subgrant, that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency. This certification is made pursuant to regulations implementing Executive Order 12549, Debarment and Suspension, 28 C.F.R. pt. 67 § 67.510, as published as pt. VII of May 26, 1988, Federal Register (pp.19150-19211). This provision shall be required of every Subgrantee receiving any payment in whole or in part from federal funds.
- 10. Subgrantee agrees, whether expressly prohibited by federal, state, or local law, or otherwise, that no funding associated with this subgrant will be used for any purpose associated with or related to lobbying or influencing or attempting to lobby or influence for any purpose the following:
 - a. any federal, state, county or local agency, legislature, commission, council, or board;
 - b. any federal, state, county or local legislator, commission member, council member, board member, or other elected official; or
 - c. any officer or employee of any federal, state, county or local agency, legislature, commission, council, or board.
- 11. Health Division subgrants are subject to inspection and audit by representatives of the Health Division, Nevada Department of Health and Human Services, the State Department of Administration, the Audit Division of the Legislative Counsel Bureau or other appropriate state or federal agencies to
 - a. verify financial transactions and determine whether funds were used in accordance with applicable laws, regulations and procedures;
 - b. ascertain whether policies, plans and procedures are being followed;
 - c. provide management with objective and systematic appraisals of financial and administrative controls, including information as to whether operations are carried out effectively, efficiently and economically; and
 - d. determine reliability of financial aspects of the conduct of the project.

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

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HEALTH DIVISION NOTICE OF SUBGRANT AWARD SECTION B

Description of services, scope of work, deliverables and reimbursement

Funding provided in this subgrant will be used to support an Adult Viral Hepatitis Coordinator at Washoe County Health District.

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

- Request 317 Adult Hepatitis Vaccines from the State Immunization Program and distribute vaccines through public health providers in northern Nevada.
- By April 30, 2010, develop, in conjunction with the State AVHP and the Centers for Disease Control and Prevention, and other AVH coordinators a standardized evaluation protocol.
- By October 31, 2010, conduct 5 educational events to health care providers to increase provider knowledge of chronic hepatitis that includes the diagnosis and epidemiology of hepatitis A-E, medical evaluation and follow-up, vaccination, and treatment.
- By October 31, 2010, conduct 10 public education events on the prevention of hepatitis, vaccination, and knowledge of hepatitis services available for those infected with chronic hepatitis B/C.
- Provide to the State AVH Coordinator all information necessary in the development of Centers for Disease Control and Prevention reports, as it pertains to your jurisdiction.
- Collect and submit Hepatitis vaccine usage reports in a format to be determined the grantor. Due dates, February 15, 2009, May 15, 2010, August 15, 2010, and December 15, 2010.

Identify the source of funding on all printed documents purchased or produced within the scope of this subgrant, using a statement similar to: "This publication (journal, article, etc.) was supported by the Nevada State Health Division through Grant Number 5U51PS000874-03 from the Centers for Disease Control and Prevention. Its contents are solely the responsibility of the authors and do not necessarily represent the official views of the Nevada State Health Division nor the Centers for Disease Control and Prevention."

Any activities performed under this subgrant shall acknowledge the funding was provided through the State Health Division by Grant Number 5U51PS000874-03 from the Centers for Disease Control and Prevention.

(continued on next page)

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Subgrantee agrees to adhere to the following budget:

1. Personnel	\$ 16,065	Adult Viral Hepatitis Coordinator at .25 FTE
2. Travel	\$ 0	
3. Operating	\$ 0	
4. Equipment	\$ 0	
5. Contractual Consultant	\$ 0	
6. Other	\$ 0	
7. Indirect	\$ 1,060	
Total Cost	\$ 17,125	

- Equipment purchased with these funds belongs to the federal program from which this funding was appropriated and shall be returned to the program upon termination of this agreement.
- Travel expenses, per diem, and other related expenses must conform to the procedures and rates allowed for State officers and employees. It is the Policy of the Board of Examiners to restrict contractors/Subgrantees to the same rates and procedures allowed State Employees. The State of Nevada reimburses at rates comparable to the rates established by the US General Services Administration, with some exceptions (State Administrative Manual 0200.0 and 0320.0).

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

- Reimbursement may be requested monthly for expenses incurred in the implementation in the Scope of Work.
- The maximum amount of funds available through this subgrant is \$17,125.
- Requests for Reimbursement will be accompanied by supporting documentation, including a line item
 description of expenses incurred.
- Additional expenditure detail will be provided upon request from the Division.

Additionally, the Subgrantee agrees to provide:

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

The Nevada State Health Division agrees:

- Review and approve activities through programmatic and fiscal reports and conduct site visits at the Subgrantee's physical site as necessary.
- Provide technical assistance, upon request from the Subgrantee.

- Provide prior approval of reports or documents to be developed.
- The Health Division reserves the right to hold reimbursement under this subgrant until any delinquent forms, reports, and expenditure documentation are submitted to and accepted by the Health Division.

Both parties agree:

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

- Both parties acknowledge a Business Associate Agreement is currently on file with the Nevada State Health Division's Administration Office.
- This subgrant may be extended up to a maximum term of four years upon agreement of both parties and if funding is available.

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

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

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HEALTH DIVISION NOTICE OF SUBGRANT AWARD SECTION C

Financial Reporting Requirements

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

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

An explanation of the form is provided below.

- A. Approved Budget: List the approved budget amounts in this column by category.
- **B. Total Prior Requests:** List the <u>total</u> expenditures for all previous reimbursement periods in this column, for each category, by entering the numbers found on Lines 1-8, Column D on the <u>previous</u> Request for Reimbursement/Advance Form. If this is the first request for the subgrant period, the amount in this column equals zero.
- **C. Current Request:** List the <u>current</u> expenditures requested at this time for reimbursement in this column, for each category.
- D. Year to Date Total: Add Column B and Column C for each category.
- **E. Budget Balance:** Subtract Column D from Column A for each category.
- **F. Percent Expended:** Divide Column D by Column A for each category and total. Monitor this column; it will help to determine if/when an amendment is necessary. Amendments MUST be completed (including all approving signatures) 30 days **prior** to the end of the subgrant period.
- * An Expenditure Report/Backup that summarizes, by expenditure GL, the amounts being claimed in column 'C' is required.

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Nevada Department of Health and Human Services

Health Division #	10127
Bureau Program #	3215
GL#	20

Draw #:

HEALTH DIVISION

REQUEST FOR REIMBURSEMENT / ADVANCE

Program Name:	Subgrantee Name:	
Office of Epidemiology	Washoe County Health District	
Nevada State Health Division	İ	
Address:	Address:	
4150 Technology Way, Suite #211 Carson City, NV 89706-2009	P. O. Box 11130 NV 89502	Reno,
Subgrant Period:	Subgrantee Vendor#:	
Upon approval by all parties through October 31, 2010	T41107900	

FINANCIAL REPORT AND REQUEST FOR FUNDS

(report in whole dollars; must be accompanied by expenditure report/back-up)

Month(s):

Calendar Year:

		1		Τ-	В	_	С		D	T	Е	F
A Approved Budget Category Approved		A Approved		_		Current	Year To			Budget	Percent	
^	proved budget category		Budget		Requests		Request	Date Total			Balance	Expended
1	Personnel	\$	16,065	\$, <u> </u>	\$	0	\$	0	\$	16,065	0%
2	Travel	\$	0	\$	0	\$	0	\$	0	\$	0	#DIV/0!
3	Operating	\$	0	\$	0	\$	0	\$	0	\$	0	#DIV/0!
4	Equipment	\$	0	\$	0	\$	0	\$	0	\$	0	#DIV/0!
5	Contract/Consultant	\$	0	\$	0	\$	0	\$	0	\$	0	#DIV/0!
6	Other	\$	0	\$	0	\$	0	\$	0	\$	0	#DIV/0!
7	Indirect	\$	1,060	\$	0	\$	0	\$	0	\$	1,060	0%
8	Total	\$	17,125	\$	0	\$	0	\$	0	\$	17,125	0%
Řen	Authorized Signature Title Date Reminder: Request for Reimbursement cannot be processed without an expenditure report/backup. Reimbursement is only allowed for items contained within Subgrant Award documents. If applicable, travel claims											
	t accompany report.	-					3					
			FOR	₹ -	EALTH DIV	ISI	ON USE ON	ΙLΊ	1			
Prog	Program contact necessary?Yes No Contact Person:											
Reason for contact:												
Fiscal review/approval date: Signed:												
Scope of Work review/approval date: Signed:												
ASO or Bureau Chief (as required): Date:												



Regional Emergency Medical Services Authority

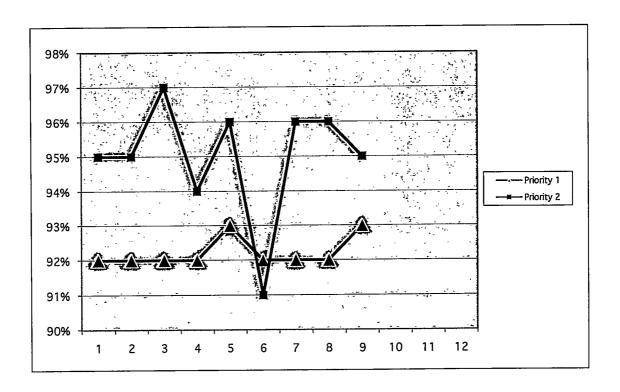
REMSA

OPERATIONS REPORTS

FOR

MARCH 2010

Fiscal 2010



Care Flight				
Month	#Patients	Gross Sales	Avg. Bill	YTD Avg.
Jul-09	11	\$91,553	\$8,323	\$8,323
Aug.	15	\$99,547	\$6,636	\$7,350
Sept.	12	\$83,041	\$6,920	\$7,214
Oct.	10	\$63,413	\$6,341	\$7,032
Nov.		\$46,830	\$6,690	\$6,989
Dec.	7 6	\$35,861	\$5,977	\$6,889
Jan. 2010	14	\$92,197	\$6,586	\$6,833
Feb.	10	\$64,645	\$6,465	\$6,789
Mar.	12	\$68,136	\$5,678	\$6,652
Apr.			\$0	\$6,652
May	***************************************		\$0	\$6,652
June			\$0	\$6,652
Totals	97	\$645,223	\$6,652	\$6,652
REMSA Ground				
Month	#Patients	Gross Sales	Avg. Bill	YTD Avg.
Jul-09	2877	\$2,716,180	\$944	\$944
Aug.	2876	\$2,714,870	\$944	\$944
Sept.	2850	\$2,690,188	\$944	\$944
Oct.	2958	\$2,798,087	\$946	\$944
Nov.	2616	\$2,471,204	\$945	\$945
Dec.	3136	\$2,960,454	\$944	\$944
Jan. 2010	2868	\$2,685,528	\$936	\$943
Feb.	2715	\$2,561,518	\$943	\$943
Mar.	3090	\$2,772,924	\$897	\$938
Apr.			\$0	\$938
May			\$0	\$938
June			\$0 .	\$938
Totals	25986	\$24,370,953	\$938	\$938
				#032.00
		Allowed g	round avg bill -	\$922.00



Regional Emergency Medical Services Authority

CARE FLIGHT OPERATIONS REPORT FOR MARCH- 2010



CARE FLIGHT OPERATIONS REPORT **MARCH 2010 WASHOE COUNTY**

- **❖** In Town Transfer:
 - > 0 ITT were completed
- ❖ Outreach, Education, & Marketing:
 ➤ 3 Community Education & Public Events

03/11/10	North Valleys HS Science Program PR	Flight Staff
03/12/10	Pyramid Lake Police Dept helicopter safety	Flight Staff
03/15/10	St. Mary's hospital ED staff helicopter safety	Flight Staff

Statistics:

Washoe County Flights

Total Flights: Total Patients	# patients 12 12
Expired on Scene	0
Refused Transport (AMA)	0
Scene Flights	8
Hospital Transports	4
Trauma	6
Medical	3
High Risk OB	0
Pediatrics Newborn Full Arrest	2 0 1
Total	12



Regional Emergency Medical Services Authority

REMSA GROUND OPERATIONS REPORT FOR MARCH 2010



1. OVERALL STATISTICS:

GROUND AMBULANCE OPERATIONS REPORT

March 2010

Total Number Of System Responses	5149
Total Number Of Responses In Which No Transport Resulted Total Number Of System Transports	2050 3099
2. CALL CLASSIFICATION REPORT:	

Cardiopulmonary Arrests Medical OB		2% 49% 0%
Psychiatric/Behavioral		4%
Transfers		16%
Trauma		24%
Trauma – MVA Trauma – Non MVA	6% 18%	·
Unknown/Other	/-	5%

Total Number of System Responses 100%

3. MEDICAL DIRECTOR'S REPORT:

The Clinical Director reviewed:

100% Full Arrest Ground Charts

100% Pediatric ALS and BLS Ground Charts

100% All Ground Intubations

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

• 100% of cardiopulmonary arrests

- o 36 total
- 100% of pediatric patients both ALS and BLS transport and non-transport patients
 - o Total 174
- 100% of advanced airways (outside cardiac arrests)
 - o 6 total
 - o ETCO2 use in cardiac arrests and advanced airway

- 100% of Phase 6 Paramedic and EMT PCRs
 - o 0 Paramedic total
 - o 0 EMT-I total
- 100% Pain/Sedation Management

All follow-up deemed necessary resulting from Communication CQI was completed by Marcy Kearns, Communications CQI Coordinator.

4. EDUCATION AND TRAINING REPORT:

A. Public Education

Advanced Cardiac Life Support

Date	. Course Location	Students
2/28/10	Summit Medical Training Solutions	3
3/4/10	REMSA Education	20
3/5/10	Humboldt General Hospital	17
3/16/10	REMSA Education	5
3/19/10	Great Basin College	22
3/23/10	EMS CES 911	3

Advanced Cardiac Life Support Recert

Date	Course Location	Students
2/15/10	EMS CES 911	1
2/27/10	John Mohler & Co	16
3/3/10	REMSA Education	6
3/12/10	Eastern Plumas Healthcare	3
3/20/10	Summit Medical Training Solutions	3
3/22/10	REMSA Education	16
3/27/10	EMS CES 911	1
3/27/10	John Mohler & Co	9

Advanced Cardiac Life Support Skills

Date	Course Location	Students
3/11/10	REMSA Education	1
3/24/10	John Mohler & Co	1

Basic Life Support Instructor

Date	Course Location	Students
2/20/10	Nevada Air National Guard	1
3/20/10	REMSA Education	14

Bloodborne Pathogen Instructor Course

Date	· Course Location	Students
3/20/10	REMSA Education	1

Family and Friends CPR Awareness

Date	Course Location	Students
3/25/10	REMSA Education	9

Health Care Provider

Date	Course Location	Students
1/21/10	Washoe County School District	1
2/5/10	Nampa Fire Department	3
2/10/10	Washoe County School District	3
2/16/10	Eastern Plumas Health Care	10
2/20/10	Nevada Air National Guard	1
3/1/10	REMSA Education	13
3/3/10	EMS CES 911	2
3/3/10	REMSA Education	9

3/4/10	REMSA Education	10
3/4/10	REMSA Education	6
3/5/10	Peggy Drussel	1
3/6/10	Riggs Ambulance Service	5
3/7/10	Silver Legacy Hotel Casino	6
3/9/10	REMSA Education	8
3/10/10	EMS CES 911	2
3/11/10	REMSA Education	32
3/12/10	Humboldt General Hospital	11
3/13/10	REMSA Education	11
3/13/10	Silver Legacy Hotel Casino	8
3/14/10	EMS CES 911	4
3/17/10	REMSA Education	10
3/18/10	Sierra Nevada Job Corps	6
3/20/10	REMSA Education	16
3/20/10	Kenneth Cohen	1
3/22/10	Josh Buchanan	5
3/22/10	EMS CES 911	1
3/23/10	Kraushaar/McNally	7
3/24/10	Fallon Tribal Health Center	16
3/25/10	REMSA Education	11
3/25/10	Kraushaar/McNally	13
3/26/10	NorCal EMS	2
3/29/10	Kraushaar/McNally	2
3/29/10	EMS CES 911	1
3/31/10	EMS CES 911	2

Health Care Provider, Recert

Date	Course Location	Students
4/1/09	Silver Legacy Hotel Casino	1
1/30/10	Eureka County EMS	1
3/1/10	REMSA Education	10
3/3/10	Willow Springs	7
3/6/10	Concentra	14
3/6/10	REMSA Education	1
3/9/10	REMSA Education	6
3/10/10	Nye County EMS	1
3/10/10	REMSA Education	10
3/11/10	REMSA Education	11
3/12/10	Elko County School District	1
3/16/10	Tahoe Forest Hospital	5
3/18/10	REMSA Education	10
3/18/10	West Hills Hospital	4
3/22/10	Marci Hays	8
3/22/10	Riggs Ambulance Service	6
3/23/10	REMSA Education	8
3/25/10	William Person	7
3/26/10	REMSA Education	16
3/27/10	REMSA Education	10
3/30/10	Matt Brown	1

Health Care Provider, Employee

Date	Course Location	Students
3/3/10	REMSA Education	2 .
3/22/10	REMSA Education	1
3/29/10	REMSA Education	1
3/31/10	REMSA Education	1

Health Care Provider Skills

Date	Course Location	Students
3/1/10	REMSA Education	2
3/1/10	Riggs Ambulance Service	1
3/3/10	REMSA Education	1
3/4/10	REMSA Education	1
3/9/10	REMSA Education	1
3/16/10	Tahoe Forest Hospital	8
3/18/10	REMSA Education	1
3/19/10	REMSA Education	2
3/22/10	Tahoe Forest Hospital	1
3/23/10	REMSA Education	1
3/29/10	REMSA Education	1
3/30/10	REMSA Education	1
3/30/10	Tahoe Forest Hospital	1
3/31/10	REMSA Education	4
3/31/10	Elko County School District	1

Heart Saver AED

Date	Course Location	Students
1/6/10	Washoe County School District	4
1/7/10	Washoe County School District	5
1/9/10	Washoe County School District	8
1/11/10	Washoe County School District	5
1/12/10	Washoe County School District	8
1/13/10	Washoe County School District	5
1/14/10	Washoe County School District	9
1/19/10	Washoe County School District	5
1/26/10	Washoe County School District	3
1/28/10	Washoe County School District	11
1/30/10	Washoe County School District	4
2/1/10	Washoe County School District	2
2/2/10	Humboldt General Hospital	20
2/2/10	Washoe County School District	3
2/6/10	Washoe County School District	4
2/9/10	Washoe County School District	3
2/11/10	Washoe County School District	5
2/17/10	Washoe County School District	2
2/18/10	Washoe County School District	5
2/20/10	Washoe County School District	8
2/22/10	Washoe County School District	3
2/23/10	Washoe County School District	6
2/24/10	Paula Green	18
2/25/10	Washoe County School District	2

2/27/10	Elko County School District	61
2/27/10	REMSA Education	7
2/27/10	Washoe County School District	4
3/1/10	Erica Krysztof	8
3/1/10	Eureka County EMS	1
3/2/10	Erica Krysztof	1
3/3/10	UNR EHS	8
3/4/10	IGT	6
3/5/10	Erica Krysztof	1
3/5/10	JA Nugget	1
3/6/10	Nampa Fire Department	6
3/8/10	Nampa Fire Department	3
3/10/10	REMSA Education	10
3/12/10	Pamela Johnson	10
3/16/10	Humboldt General Hospital	11
3/19/10	Paula Green	2
3/20/10	Nampa Fire Department	4
3/21/10	Nye County EMS	6
3/23/10	Washoe County School District	7
3/23/10	REMSA Education	5
3/23/10	Fallon Tribal Health Center	14
3/26/10	REMSA Education	9
3/27/10	Nampa Fire Department	16
3/29/10	REMSA Education	4
3/30/10	Patagonia	1

Heart Saver CPR

Date	Course Location	Students
2/27/10	Barrick Goldstrike	29
3/2/10	Erica Krysztof	3
3/5/10	Reno Tahoe Airport Fire	1
3/14/10	Visual Insight	2
3/17/10	Sierra Nevada Job Corps	6
3/19/10	Sierra Nevada Job Corps	12
3/25/10	Sierra Nevada Job Corps	6

Heart Saver First Aid

Date	Course Location	Students
4/1/09	Silver Legacy Hotel Casino	1
1/5/10	Washoe County School District	1
1/7/10	Eureka County EMS	1
1/26/10	Washoe County School District	5
2/4/10	Nevada Department of Corrections	4
2/9/10	Nevada Department of Corrections	11
2/10/10	Nevada Department of Corrections	19
2/17/10	Nevada Department of Corrections	16
2/18/10	Nevada Department of Corrections	12
2/23/10	Washoe County School District	7
2/26/10	Ron Browning	16
2/26/10	Diane Shelly	15
2/26/10	Great Basin College	6
2/26/10	Nevada Department of Corrections	13
3/1/10	Nevada Department of Corrections	9
3/2/10	REMSA Education	10

3/2/10	Nevada Department of Corrections	13
3/2/10	Joe Dabrowski	8
3/3/10	Sierra Nevada Job Corps	6
3/3/10	Joe Dabrowski	3
3/3/10	Nevada Department of Corrections	8
3/4/10	Joe Dabrowski	6
3/4/10	Nevada Department of Corrections	8
3/6/10	Tahoe Forest Hospital	5
3/7/10	Silver Legacy Hotel Casino	6
3/8/10	REMSA Education	3
3/8/10	Nevada Department of Corrections	15
3/10/10	Nevada Department of Corrections	32
3/11/10	REMSA Education	33
3/11/10	Ralph Renteria	12
3/11/10	Nevada Department of Corrections	10
3/12/10	Kraushaar/McNally	2
3/13/10	Ralph Renteria	3
3/13/10	Silver Legacy Hotel Casino	8
3/15/10	Noah Boyer	7
3/16/10	Scott Kesler	9
3/16/10	Nevada Department of Corrections	16
3/17/10	Work of Heart	4
3/17/10	Nevada Department of Corrections	15
3/18/10	Great Basin Natl Park	6
3/18/10	Nevada Department of Corrections	5
3/18/10	Sierra Nevada Job Corps	6

3/20/10	REMSA Education	6
3/22/10	Work of Heart	2
3/23/10	Sierra Nevada Job Corps	6
3/23/10	Fallon Tribal Health Center	5
3/24/10	Nye County EMS	5
3/24/10	Nevada Department of Corrections	4
3/25/10	Kraushaar/McNally	26
3/30/10	Patagonia	6
3/31/10	EMS CES 911	1
l		

Heart Saver Pediatric First Aid

Date	Course Location	Students
2/23/10	Robert Painter	3
3/6/10	Tahoe Forest Hospital	3
3/14/10	Visual Insight	1
3/16/10	Tahoe Forest Hospital	5
3/18/10	Tahoe Forest Hospital	9
3/20/10	Visual Insight	7
3/29/10	Kraushaar/McNally	6

Pediatric Advanced Life Support

Date	Course Location	Students
2/26/10	Humboldt General Hospital	10
3/26/10	REMSA Education	18

Neonatal Resuscitation

Date	Course Location	Students
3/24/10	REMSA Education	4

Ongoing Courses

1/19/10		
7/7/09		
3/20/10	EMT Basic Program - REMSA Education	
2/22/10 EMT Intermedia	EMT Intermediate Program - REMSA Education	23
2/16/10 First Responder Program - REMSA Education		6

	7
Total Students This Report	1584

5. COMMUNITY RELATIONS:

Community Outreach:

Point of Impact

Date	Course Location	Students
3/13/10	Child Safety Seat Checkpoint, Babies 'R Us, Reno. 40 cars and 52 seats inspected.	5 staff, 16 volunteers

Northern Nevada Fitting Station Project

Date	Course Location	Students
3/24/10	St. Mary's Prepared Childbirth Class	24 students

Safe Kids Washoe County

Date	Course Location	Students
3/8/10	3/8/10 Emergency Medical Services for Children annual grantee meeting subcommittee teleconference.	
3/9/10	Safe Kids Washoe County monthly meeting, Sparks.	
3/9/10 Esther Bennett Safety Committee regular meeting, Sun Valley.		3 volunteers

3/9/10	Hidden Valley Elementary School PTA meeting, Reno.	10 parents
3/10/10	Safe Kids Week subcommittee meeting, Sun Valley.	
3/11/10	3/11/10 Chronic Disease Coalition meeting, Reno.	
3/15/10	Cribs for Kids subcommittee meeting, REMSA.	3 volunteers
3/18/10	Northern Nevada Maternal Child Health Coalition monthly meeting, Washoe County District Health Department.	14 volunteers
3/22/10	Truckee Meadows Bicycle Alliance Bike to School subcommittee planning meeting, Reno	4 volunteers
3/23/10	3/23/10 Safe Kids Week media planning meeting, Reno.	
3/24/10	3/24/10 Safe Kids Washoe County Board of Directors Meeting, Reno.	
3/24/10	3/24/10 Truckee Meadows Bicycle Alliance planning meeting, Reno	
3/25/10	3/25/10 Nevada State Injury Prevention Task Force quarterly teleconferenced meeting, Carson City.	
3/30/10	Truckee Meadows Bicycle Alliance teleconference with the Office of Traffic Safety.	7 volunteers
3/31/10	3/31/10 Northern Nevada DUI Task Force annual Law Enforcement Awards Ceremony, Reno.	
3/31/10	Safe Kid USA monthly webinar.	1 staff
3/31/10	Esther Bennett Safety Committee regular meeting, Sun Valley.	4 volunteers

Public Relations

Date	Course Location	
3/29/10	REMSA Medical Moment Interviews with KOH and KBUL radio stations regarding the Mini Medi Files.	1 staff



GROUND AMBULANCE AND CARE FLIGHT INQUIRIES FOR

MARCH 2010

INQUIRIES

March 2010

There were no inquiries in the month of March.



GROUND AMBULANCE CUSTOMER SERVICE FOR MARCH 2010

GROUND AMBULANCE CUSTOMER COMMENTS MARCH 2010

			- Description / Comments
	What Did We Do Well?	What Can We Do To Serve You Better	- Description / Comments
1	Nothing.	Be more kind not smart mouth & enighter.	
<u> </u>		Get elderly more covered and ready for trip into	
2		cold w/o cloths on. Not a life threatening trip.	
3		Send these via e-mail instead of USPS.	
4	They were highly offensive, when they found out I was having drug related issues.	services, because we feel ill! Especially if we are	Stuck me in a chair, I was cold & felt helpless. I will definitly try very hard to never call your services again, I will call a taxil
_	Chaff was your sudo		You need a more caring staff
5	Staff was very rude		
6	Calmed me down		
			Transport to wrong hopsital.
7		I I I I I I I I I I I I I I I I I I I	nanspore to mong nopoten
8	Noting. Dispatcher was rude. Crew sat in ambulance yelling at me with an allergic reaction. Was never treated so rudely.	I would think when someone calls for help. They would take vitals and get you to closes hospital. Not this lady she was rotten. Never had such bad service. Yelled at me for good 20 minutes before taking me to hospital.	
	Not much.	Don't treat us rudely.	
9		Listen to the problem before giving instructions.	Sometimes the advice cannot be done. Telling person to put patient on floor however, patient had surgery day before and could not be put in that position. The dispatcher would not listen.
10	Arrived quickly.	ustern to the problem before giving more and	
11	Fast action in arrival and attending patient. Friendly, helpful, polite and caring. Very good service!	Need more training or practice in locating the vien to place the IV needle.	
12		The paramedic blew my huge vein. Then commented that I took my BP too much to cause my high BP & heart that was moving around & high pulse. Actually, the ER doc found very low potassium level, gave me a cup of potassium to drink and put me on a 4 hour IV drip. I have been fine since then. Also, complications from being taken off Lopressor a few days earlier might have contributed to my aggitated status, and 214/100 BP w/a 99 pulse. I think, as a courtesy to the patient, you should provide a copy of the report, rather than having to pick it up at the hospital.	
		Quicker response to the Cold Springs area, 15 minutes is a long time. I understand picking a central location, maybe one closer than Golden Valley, like Red Rock.	Over all this was delt with very professional from the medics. Thank you.
13	Friendly, curtious, very professional. Everyone was wonderful. I am a very large woman. They were very kind and thoughtful to me. I appreciate them very much.		I am on SSD and I have no money for another bill. Everyone was so good to me and I don't know what to do about the bill.

		What Did We Do Well?	What Can We Do To Serve You Better	Description / Comments
			3/15/10 still in pain from the missed needle in right hand. Your staff needs to learn how to do it right & not be missing any vains with needle. The younger helper who administered to give me a I.V. missed two times to getting the vain. He also hit a nerve with the needle in my right hand vain. I had to go to my Dr. Pitani for follow-up, she says he hit a nerve in the vain. I'm still in pain when I move my right hand wrongfully or pick up anything	He missed my vain twice second miss he hit a nerve in my right hand. It's bothering me all the
-	15	You came in good timing.	wrongfully it hurts. It hurt so bad.	time. Very uncomfortable. It hurts can you fix it.
-	16	All was done well		no - Thank you
-	17	The care and service was great	Can't think of a thing	Thank you so much
L	18			
		Excellent in every thing involved in the situation		
	20	Got here in good time	NA Re file my bill from August 2008 and get it off	
	21		collection	Everything worked out Thank Youl
		Being from out of state & scared out our minds, as Ed's wife observing, I thought the ER people wee great. They were kind & considerate of our situation. They immediatly started treating Ed & asking queations. It was a bad situation, but they helped make me & him feel better. Thank God you were there!		·
	23	Everything		Thank you for your help in our difficult time of need.
		Arrived fast. Coordinated very well with fire depts EMt's. inspired confidence that my wife was in good hands.	Get there before the fire dept?	I'm impressed with the quality of your service
ŀ	25	Showed concern & urgency		
	26	Everything	Nothing	
	27	yes	Nothing	
	28	Informed me of my injuries	Where they happened, etc.	I expect complete info on the nature and lovation of my injuries
	29	Everything		
	30			
	31	Everything was the best		
	32	Everything was fine	Nothing	
	33	Fast, efficient, courteous		Deceased 2/12/10
	34	Can't thank you guys enough for your quick response and for instructing my wife on what to do	Keep up the great work. God bless you all.	I am lucky I am alive. Dispatch was on top of the emergency
	35	Took good care of a very frightened person		
		My mother has dementia and they got here there safely		23

	· What Did We Do Well?	What Can We Do To Serve You Better	Description / Comments .
37	salming & helpful. I was an absolute wreck!! I have never had to call 911 before	N/A	A kind man came back just to check on me. I could not believe how caring & kind he was. He wanted to make sure I could drive down the hill to be with my husband. He talked to me to make sure I could drive. I am so impresses with Remsa. I felt safe as well as my husband would be safe when they were here accessing the situation. I cannot thank you enough. My husband is the love of my life. Thank ya. he is doing fine
		I'm surpriced you didn't get copy's of my insurances - I had to mail them to you after bill	
	loui ciew was good	came	
	The paramedics were amazing I was passing kidney stone & was scared and they calmed me down made me laugh Thank you		I have had to call you before & since all of the paramedics are wonderful. THank you! Thank you! Thank you!
	Communication is wonderful. Very thankful	Things were fine.	
42	You were careful with me. You found my purse, for which I am very happy.		Medicare takes care of this
43	Everything	Faster responce time	
44	Kept me calm		was great Thank You for caring
45	Everything. One of your EMT even shecked in on me later in the E.R. Don't remember her name.	Great Job!! Thank you	
46	Everything Good Prompt helpful service	not a thing- great service	Nothing to add
47	The service is excelent and very profesional	no need anything they always do a great job	Excelent great the workers they know what they doing good job
48	I was "out of it" but according to my husband everyone was very helpful and professional. I do remember being in the ambulance and the para-medic was very conforting. Everyone was very gentle & helpful. They		
49	explained everything to me, were professional & nice.	Nothing	
	your personnel were all top of the line I was feeling better just being w/ them! O They are good		Thank you; Good job
51	Everything they did they were great	Just keep doing what your doing	
52	Professional & courteous & "Caring". Great verbal skills.		
53	Got me to the hospital.		
54	Everythingl		
55	Paramedics very kind & patient	wait less in emergency room when they want a person to stay overnight.	Thanks to all the nurses RN'S, PN's, Dr's test givers & good server personnal

	What Did We Do Well?	What Can We Do To Serve You Better	Description / Comments
56			Pt was picked up at a group home, So I have no knowledge of the events listed ablve - you would have to check with Mira Loma group home
	Understand & care for my well being! Thank you!		
	timing, speed, effective, kind strong = excellent		
59	Evrything - Your EMT Teams are very caring & kind & we all thank you-		
60	Getting him to the hopital		
61	Prompt & thorough The EMT's were very down to earthe anf		
62	they made me feel very relaxed and very	Try to avoid bump when tranporting!	I was made to feel well cared for and compfortable
63	Polite, informative to patient, explained all procedures prior to doing procedure	Well served- Professional- caring answered all questions by patient	good service
64	Yes	Nothing	the medics were very helpful and kind. I give them my deep heart thanks.
65	Everything	Not much- your crew gets all good stars	
	Came right away to pick up Shaina all 3 times.	Everything was excellent	Excellent
67	For my very first time, I can not comment enough how wonderful I was treated	I can't think of anything	
68			pt calledwanted to let us know that our crew was awesome and deserve 5 stars
69	Everything I was really pleased with your staff. I was an EMT in NY and I couldnt ask for better care	Keep doing what your doing	
70	Service was good	Not send fire Dept when asked my mother is 90 yrs old and I dont want to scare her to death. he was not wanting all the excitement	
71	Got me to the hospital as soon as possible		
72			Good Jobl
73	Everything	It could not be better	Nothing but good
74	Everything was fine	See above	
75	Promptness	N/A	Good Service Wonderful care - PM stayed with me in ER until
76	Everything - Very careing	nothing	nurse came
77	Everything - got me to the hospital - asked a lot of questions but can't remember what or if I answered. I had blacked out ant fell when I came to - called 911		
78	Quick response time, very good		
75	Fast arrival time. Team veery efficient. But most of all they were patient, kind and caring to my very scared 86 yr old Aunt. Thank-you so much		
8	The EMTs were fantasticl		

	What Did We Do Well?	What Can We Do To Serve You Better	Description / Comments
81	Everything!		Keep up the good work!
	Very caring - making me feel as comfortable as possible		
		A cup of coffee	
	Arrive soon, Being helpful, arrive soon to	No guggestions, the seervice was good	No comments
85	Tey were very careful transporting the patient from the house to the ambulance.		The staff was very professional about doing their work.
86	Everything! Very kind and helpful made me feel better, I really felt that they cared for my well being.	Nothing, everything was greatl	the two gentlemen where very nice and helpful, they tried to make me feel better, and I did. very professional. Thank youl foa all your helpl
87		You need to know it is not a laughing matter when someone is hurting.	My husband weighs 130 lbs but even four strong men still managed to drop him making his back even worse.
88	The driver was very nice. Both personnel were very informative.		
	Lifting Care	How much do you charge?	Lifting care
90	Everything that was done for his transfer		
	Every thing both Times		
	Fast response, kind to me and cathy, did everything the could	can't think of anything	Catherine (cathy) died at St. Mary's that day your crew were excellent!
	All the above!	nothing	
	People were very polite and were apparantly well qualified		I was impressed with the whole crew
95	Everything		
96	Evey thing was done professionally & quickly	I have no complaints	The first time was January 26th 2010 & you came to my home. My husband had a seixure & brain injury. He was cared for Fantastically. Thank you!
97	Professional, Kind, Understanding		Got here quickly.
	They were very nice gentlemen! appicate	N/A	 N/A
	You were very nice to my eldery husband and got him to emergency in time to save his life.	Jut keep doing everything the way you do now	
100	All the above	Just keep the same thing	they were very helpful
	Everything. the paramedic was so good that the IV never hurt, it wa in for 4 days and nothing (a professional nurse could not have done better.)		If I need service, I hope I get the same crew. Remsa is the best part of Remsa
	Interacted with clt well.		Do you really need to have so many people respond to a call? About 6-8 paramedics showed up for a transport to the hospital.
			My care was good. Great excellant some pints of blood disappeared tho.
10			
	4 Everyone did a great job		Very professional & Helpful
10	5		Very professional & Heipful 26

	What Did We Do Well?	What Can We Do To Serve You Better	Description / Comments
			Very good
.06 V	ery prompt in reaching our home		
.07 v	vas very gentle and pleasant		
108	ransport to hospital	nothing	
109 5	staff was very good & helpful & soothing		Very good & very fast - thanks -
110	everything, from the time my husband called you were there so fast.	The men were excellent.	They were great with Marie. Thank you so much l
,	You warms to the rescue and took me to the	I am very thankful to the crew for givining me immediate care, to have strength inpite of my mom absence, that time.	Everything is fine with me and I answered your questions you need.
	Patient and nuturing to patient and family in a stresful situation		
		N/A	Fine
	Process Everything - everyone was good on all my trips so far	nothing	All I can say is I wanted to write before but sisn't know where - Thank you so much for this lwtter - I tell my people about the care I get with Remsa Thanks again Note: The guys & Gals are so good & also pleasant we even joke once in a while
115	Got patient to the hospital safely.		
116	The guys were great		
		Was unconsious	People were kind
117		Nas diseases	
118	Took care of me they were very nice		
119	your paramedick well awsome		
120	personnel very effisient		
121	you were here to pick up Shaina within 15 mins	Everything fine	
	I was very impressed and thankful for the way the EMT was able to relate to my son and calm his berves during a very difficult and scary experience	Nothing	Having staff that relate to Peds Pts is a great asset.
123	I have always recieve excellant care		
124	Very satisfied with everything		Thak u for everythingl
125		Everyone was very very nice!!	Thank you
120	Talked to kelsey being special needs she often gets talked over		everyone was wonderful
12	7 Knew what to do.	Perfect.	
	B Reassurance comforting	Thanks for all!!	Always pleasant professional and thoural. Wouldn't be alive without you!! I know bad spelling.
			Can't pay anymore. Then were terrific as always. Couldnt ask for anymore.
12	Took good care of my husband. Was 9 patient with him. Showed me respect	Just keep up the good work	Sorry for late filling this out. My husband has been ill will always count on Remsa for help.

I	•	What Did We Do Well?	What Can We Do To Serve You Better	Description / Gomments
ſ		Loading, Travel, Unloading ok. Urgent Care		
	120	strongel ambulance; procede to emergency rool, I ok all ambulance.	·	Overall was ok
ŀ	130			
	131	Everything	Excellent Service	
	132		Continue the way you operate now.	
Ī	122	Everything		
ı				
-	134	Everything		
	135	Everything		
	136	Try to be there,	Be nicer and helpful	
İ		The REMSA team was phenomonal. I have		
		no doubt that I am alive today in great part		
		due to their efforts		
		Everything do well and professionaly too done excellently		
f				
	139	Got me to the hospital on time		
	140	Very well & polite -	Everything is very well	I have no complaints
	141	Everything		
		The ambulance staff was fantastic. They		
		were very caring and gave me great comfort.		
	174	Everyone made me as comfortable as		
	445	possible.		
	143	Thank you!		
	144	Everything		None
	145	swell		
,		Explained need to go to emergency room	·	
	146	rather than urgent care.		
	147	Everything		
		The two EMT's were great guys. very friendly and calming. The explained my	No offense byt - I hope I never see your service	I was very impressed with your personel – more
	148	options very clearly!	again. Ha.	so than the fire dept or the E.R.
		Quick response, friendly and professional		
	149	service		
	150	Everything		Great care - Thank You! The circumstances were that I was not fully aware
				to answer them. I did not encounter the billing
			During and would	staff as I believe it may arrive later and perhaps be turned over tho those who take car of any bills
	151	The swiftness and care to the hospital	During my circumstances I was treated and would not expect better treatment	for me.
		·		I would like to thank the team who came. Not
				only for their professionalism and compasion, bu
Ì	152	Everything that was done Great - The team that was out was very	keep the same as you are.	their attitude, may God Bless them all.
	153	informative & helpful.		
				Knowing you were here reinforces the
		You arrived very quickly & made me feel safe. I has blood clots PE Pnemonia, and I		importance of your jobs. The fire fighters & your presence is so needed I feel both of these are the
	154	was very frightened		last to be lost as more time would be a loss of 26

	What Did We Do Well?	What Can We Do To Serve You Better	Description / Comments
155	Polite, courteus		
156	Every where	nothing	
1	Kindmess of your team and made me feel so safe	nothing. You were great!	
	The REMSA guys were very patient & kind to my mother		
159	Were prompt - It was the day of the snow storm and & could not get to my mom who was ill		
160	nice and respectful		ambulance service and staff commited and respectful
161	From my 911 call to coming to house taking me to hospitol they were great	not a thing, your staff from phone operators to ambulance drivers are great	Remsa is very carring, professional
162	Arrived quickly.		I called with a serious back injury. When REMSA arrivad they made me get up and walk to the stretcher even though my back was injured. They nearly dropped the stretcher getting me into the ambulance causing MORE severe pain on my back. The whole time I was in the ambulance I was bouncing up and down on my back injury and thy spent the whole ride to the hospital flirting with each other and talking abot how "fucked up" they got last night at the bar and how hung over they were. They were unable to get the IN inuntil the 4TH try AS ALWAYSI Abviously these people were badly trained and have no bedside manner! The man in the ambulance asked my breast size for God's sake! Then I get a \$961 bill for the "service". I don't think so, I'm not paying and I am very dissatisfied with your service and will tell everybody I know my terrible experience with your company.
			I was by myself an when we got to Renown Emergency your people stayed with me until I was taken to a room that was helpful to me an appreciated -
	Everything - Have no complaints Quick response considerate care of 97- year old patient		
165	Quick response, caring		
166	You all did very well. I thank you all very much for both of my rides to the hospitals.	Have a person who can put a IV in better. Thank you.	Your service was well enough for me, and fast to get to where I was.
167			Everyone was very nice
	Everything. Very professional service.	Nothing more. Just keep givinf the came care.	
169	Showed up quickly. Very polite. call was unitiated there life care	Everything is fine to date	Everythings OK
170	Very professional. Made me feel comfortable, attentive to my condition.	Did a good job.	
171	Friendly & caring	Stay the same	
172	The parimedics were excellant		
173	3	i don't think you could have done any better	20

	· What Did We Do Well?	What Can We Do To Serve You Better	Description / Comments
	Everyone in the Van or ambulance was		
174	very comfortly. Put me at ease	Nothing	
175		Nothing that I can think of. The service you provide is excellent. You have the best EMTsI	Although I wish not to have anymore ambulance rides (haha) - service & care is wonderful. Thank you so much for all your carel You are all the best!
176	Everything was done very well		
177	everything needed		
	Professional Approach very calming/general attitude very caring & calming to above 93yr old		
179	Kindness		
180	Nice, Good drive	Lower my hospital bill	Please help me get medecaid
181	Explained the medical situation all staff were very caring and professional		We are happy and thankful for being at yr facility
	Very professional - Caring - personable -	Have no complaints	0 Complaints - Always very nice - Have used Remsa many times
	Very professional, asked pertinent medical	They did an awesome job. Prompt, professional, courteous.	The paramedics gave my 2 yr old (the patient) an I Love Remsa Koala bear. That was sweet of them.
184	Was very careful &careing	You have always been very good	Good job- Keep up the good work
	Everything was done very well & professional, very pleasant with all!!		
186			Considering that I was not endagered I would have preferred to get a less expensive ride hospital. (no insurance!)
	comfort the patient & family showed great	Can't think of anything they didn't do excellantly	Their professionalism yet light-hearted, comforting care was AWESOMEI Thank youl
	Everything was very sincere	not nessary	So sorry to take so long I am in the middle of moving
	Arrived quickly They were very kind to me and my	Nothing they were wonderful. Cannot think of	
190	husband and explained every thing to me	anything they did not do for me	
191	Everything	Excellent thus far	
192	Everything! Very Prompt and Efficient, also very professional	nothing	This has been our only contact with Remsa, The Two Gals were so caring and Professional. They were wonderfull Thank you for making a stressful situation better.
193	B Everything	Nothing	
	1 Ali	N/A	Very good
	Ambulance Staff were capable and polite. Rid to the hospital seemed gentle.		Limited experience with Remsa. Good impression.
196	Excellent so nice to my grandmother	nothing	
19	7 Everything	Nothing, Except send me a nurse once in a while	You did everything perfect.
198			I was asked if a IV line could be installed. I said yes, but really didn't feel it was necessary. I did not need andy IV at the ER.

	What Did We Do Well?	What Can We Do To Serve You Better	Description / Comments
	i	Talk to me about what happened so I and clear and	
		understand what is going on.	
	Resonse Tim, Every aspect done very well to outing		
	Your crew were very friendly kept me		
201	informed met my & request		Great!
202	Very informative & helpful		
203	Very calm and knowledgabe. Kept patient calm as possible - would rather err on caution side then take a chance with possible spinal fracture. Listened to past history of patient thoroughly		
204	Everything that was expected		
205	Everything! Well organized and the paramedics were very helpful and friendly on out long drive to Sacramento. Keep ut up!		
206	Everything was fine		
207	Make me feel I was in safe hands on the trip by ambulance		
208	Everything	nothing	great Thank you again
209	The crew was extremely professional & varing especially Lori. They answered all my questions, even ones I didn't think to ask.		,
	Everything! The Remsa person that helped me the most, I believe his name was (named) was awesome!	Nothing that I can think of.	I am very appreciative of how justin was very comforting & helpful. St. Mary's service was por, but he waited with me until a nurse finally showed up.
	Your nurses or attendents (all) were very attentive and caring & informed me what was happening	You are doing a great job.	
212	They were great		Thanks great saver
	The service you provided for me was very good		
	Polite & friendly to make my five yr old feel safe & not overwhelmed in a scary situation.	Nothingl Did great job	
215	Everything		
	Everything		Everyone was more than helpfull.
	Prompt arrival. Kindmess to patient. Communication with emergency room. 7 Transfer of med. information.		
218	B Everything	?	No comment
	Confortable & pain free	Serve drinks HaHall	You have an excellent staff thank you so much.
220) was very helpful	it was great	
22:	You were quick speedy, professional understanding and all good things.	nothing you are the best	

	What Did We Do Well?	What Can We Do To Serve You Better	Description / Comments
222	Everything		Word cannot confirm your services, fire department and Remsa. Your help and your service became part of our daily lives, how humanity should be. Again Thank You - so Much
223	Acted as professionals	Stay the same	
	reno hospitals could use some lessions from you about care & compassion	nothing I can think of.	Very professional. Kind w/ good sense of humor. We were very impressed! Thank you so much!
225	everything, great service, nice people on my run	Keep the good work going	
226	All of the staff members did a fabulous job at making me feel safe and comfortable.		
227	Timely care and compassionate consideration	N/A	
228	Being from out of Town the staff was very helpful with my needs.		
229	Everything	Hard to beat	
230	Good response time		
231	2/16 and 2/24 arrival was prompt. Medical folks took charge and kept me & my daughter advised on condition and proposed actions regarding (muzetta) my wife.	I've had had no contact wit billing staff yet.	
222	your attendant was very knowledgeable and helpful	Nothing	
	Timely transfer from Carson Tahoe Reg Med to renown south and back to Carson Tahoe	I was completely satisfied w/Remsa.	Haven't seen bill yet
234	I have always been pleased with the service.		
725	Sumathing		Very good Thank you
	Everything Prompt, calm, pleasent and know exactly what to dol	Service was excellent	We have not talked to the billing staff or received a bill
		Service was excellent	
	All of the above		
238	Respond quickly		I appreciate that they took me out the back
239	The EMT's were polite and kind making sure I wa comfortable.	You did excellent & hopefully I won't need your services	entrance & not through the casino. Thanks!
240	You saved my life. Thank you.		
241	Treated me as a friend & not a stranger	Nothing	
242	Been nice and playful with a child		
243	Response time was very food and time to the hospital was as well		
244	Got me stabilized & to the hospital	Continue to be there	
245	All of it		
246	Everything was professional and short	nothing	
247	100% care for the patients & family		very good- no complaints

	What Did We Do Well?	What Can We Do To Serve You Better .	Description / Comments
240	Contration or ckills		
248	Great patient care skills.		thankuou
249	All	CVCI Y LITTING TO BOOK	thank you.
250		nothing	everything wonderful
251	Everything, they were very kind in every way	They did it all well.	
	Made an effort to understand the patient's		
252	concerns and also the family members, in a professional manner, very effectively!		
	You guys are the greatness I was at senior		
253	bridges for 2 years so 1 know how great you are.		
254	Very good communications telling me what they were doing and explaining	•	
255		All the people were very nice	
	Very satisfied. Everyone was very helpful		
	and compassionate.		
257	12.0.1	nothing Accident victims are in shock so making sure they	
258	Infotming me of possible future phical damage possibilities & halping me to make informed decision.	have needed personal belongings before leaving the scene	Remsa crew was very kind and attentive. Thank you!
259	The paramedics were very friendly & accommodating.	This time was great!	Much better experience than when we called about our daughter last summer!
260	Everything	Keep up the good work	
'	Delivered patient to ER safely & promptly		
	Everything I could not have been nore satisfied. The crew was wonderful! Nothing.		
263	Everything Friendly-informative very	Continue your good service.	
264	pleased/personal		
265	Were fast & kind		
	Helped mestay calm	nothing	the personell kept me calm
	Everything - Couldn't have been better!		
267	Thank You Kept patient calm and gave here excellent		
269	care. Always a pleasure to deal wit remsa	Nothing	
	They were friendly and made me		
269	comfortable		
270			Para-medics were very professional
27	Explained what was going to happen. They were calm & affeciant		
27	2 Very quick response to our call	I was very pleased the way I was treated	
	Services were provided well and as		
	3 expected	Usus soffee for us who can sit up	good service
27	4 Ask Helpful question's	Have coffee for us who can sit-up	33
27	5 Excellent		

П	What Did We Do Well?	What Can We Do To Serve You Better	Description / Comments
	The person stayed with her until she got		
27	' · · · · ·	no.	
27	77 Everything	Nothing	
27	78 Took care of me.	Be there on time	
27	79		I must comment on the crew being very caring. Regent care called 911 on my behalf.
	Everything, the IV was perfect and they		
28	30 drove in a show storm.	They were wonderful.	Both of them took great care of me
28	31		
Г	Constant communication as to what was		
28	32 going on. Staff was very courteous.		
28		Being in Nurdinf field(retired) for 20 years I was well pleased. Polite, reassuring, but professional.	Excellent care from your staff. Can't say same for hospital doctor. The two young women knew I was alarmed and a little anxious and helped me calm down. I want to comment the both.
28	84 Everything		
	You responded to El Dorado - For my son. 85 He was having a seizure.		Please have the paramedica call us to find out what our son was doing when they arrived, what happened?
28	86 Keep up the good work.	I am deaf. Network interpreting 800-284-1043.	
28		I noticed the medical supplies were not as well stocked as before.	Please answer the question of if the patient is not transported to the hospital will they be billed for treatment?
28		Contact main family member and explain (if possible). Neither crew talked to me (husband of patient).	As a retired CHP officer, in my years, crews who take the time to talk to unknowing family members were few. It would be positive tool for your crews to commit some time to family mambers if and when possible. They saw me but said nothing. May not be their place but how effective a pressure relief instead of saiting for medical staff (maybe hours later).
2	Customer Service was great, they made me 89 feel very confortable and relaxed.	n/a	I would like into on the yearly payment option.
	90 Absolutely everything and thank you.		Please have REMSA carry pediatric size needles for those of us that have extremely small veins. That was what was finally used recently when I was hospitalized. In times past they used regular needles and it was awful. They stuck dozens of times and finally gave up.
	It appeared to me that everything was	What I saw, felt and heard seemed well done. I	
2		learned from them.	Well done. Please send info on membership.
2	92	Provide itemized statement for the billing.	
	They talked and worked very well with my		I've called after I got my mother back home, her expired Nv Driver License wasn't with her belongings @ St. Mary's. I did call and leave a message with your lost and found, but haven't heard anything. I'd appreciate
2		Nothing known.	a call either way. Thank you.



CARE FLIGHT CUSTOMER SERVICE FOR MARCH 2010



CARE FLIGHT CUSTOMER COMMENTS MARCH 2010

	What Did We Do Well	What Can We Do To Serve You Better	Description / Comments
4	Wilat Did We Do Well		
			I don't know what we would do without you guys!
1	Everything		I don't know what we would do without you goysh
2	Made me feel very, very comfortable	Nothing-perfect!	Great crew, wonderful experiencel
	,		
	Van well	That is the first and only Care Flight I have been on.	
3	Very well	That is the mist and only out on my	
1	Nurses and pilot did a great job.		
	rear sea and prior and a great job.		
5			Great service
	Everything the Care Flight team did was awesome,		
6	they deserve a raise. I would like to say thank youl		
	and the second second		Thank you for the nurses that take care of my son.
7	You made the patient comfortable as possible.	I can't recommend any improvement. All was well in my	Thank you for the notice that the same and t
8	Everything	opinion.	
9	Everything, I felt, was in very capable hands.		
10	Communicated all information when they were doing anything that needed.	Your staff did great.	
10	Brighting Blackesses		
11			I cannot comment I was unconscious.
	I have very little memory of the helicopter trip, but I		
	do remember being talked to by a soothing voice. It		
12	made me feel safe and cared for. Thanks so much.		
	Staff were very professional and caring at a time that I		
13	was terrified. Thank you.		
14	Everything	Everything was done professionally	



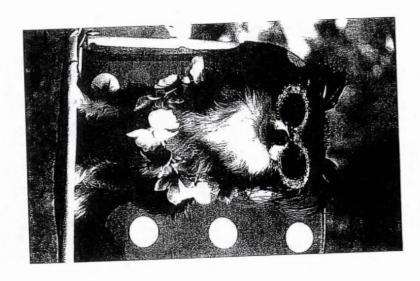
REMSA PUBLIC RELATIONS REPORT FOR MARCH 2010

PUBLIC RELATIONS March 2010

ACTIVITY	RESULTS
Wrote and Distributed "Community Advisor" regarding stroke awareness, choke precautions and Family Safety Preparedness	Multiple rural newspapers printed the Community Advisor verbatim with numerous references to REMSA, SEMSA and Care Flight.
Continued writing scripts for Medical Moment radio program on KKOH and KBUL that runs on Tuesday and Thursdays	Program runs on Tuesday and Thursdays every week on KBUL and KKOH.
Wrote a post JEMS event press release regarding the teams bronze medal result.	Channel 2 and the RGJ ran stories regarding the results.
Sent out a media advisory regarding REMSA training Sparks Little League coaches and distributing first aid kits.	A winners column ran on 3/6.

POOR QUALITY DOCUMENT

POOR QUALITY DOCUMENT



your happing hand when I heeded the profesionalism atknowledge you have townstrated. In extra special thank-you for the profesionalism to showledge you have you for the ones who got an I.v. in what is well a

TORNER GRABEUL OF YOU! I'M SO HANLEY (I) HANLEY (I)

VOICES

SATURDAY, MARCH 6, 2010

RENO GAZETTE-JOURNAL/RGJ.COM

WINNERS: THE EFFORTS OF THE FOLLOWING INDIVIDUALS AND ORGANIZATIONS HAVE EARNED MENTION AS WINNERS THIS WEEK

REMSA donates first-aid kits to area's youth sports leagues



EMSA and Care Flight, for donating more than 1,000 first aid kits to youth sports organizations throughout its service areas, including Washoe County and Truckee. Each team will receive a kit — containing Ace bandages, Band-Aids, gauze pads, tape and more - so coaches will be prepared to provide fitst aid to children who suffer minor injuries on the playing field. This year, REMSA donated more than \$13,475 to purchase the materials included in the kits. REMSA also will be providing first aid training to youth coaches in the area.

VSA arts celebrates Youth Art Month

VSA arts of Nevada at the Lake Mansion, for celebrating Youth Art Month with an exhibit with more than 300 pieces of art created by children during the nonprofit's arts workshops in more 50 special education K-12 classrooms in Washoe County. Each classroom receives about 18 visits from a VSA art, theater or creative movement artist during the school year.

Five Catholic schools assist St. Vincent's

The five area Catholic schools

— Bishop Manogue High School,
St. Albert the Great School, St.
Teresa School, Little Flower School
and Our Lady of the Snows School

— for donating 1,000 hygiene kits,
1,000 snack bags and baby diapers
to the St. Vincent's Food Pantry



HANDOUT

A student works with a VSA arts volunteer during Youth Art Month.

toothpaste — will be distributed by the Emergency Assistance Program, which provides basic needs services for 3,600 people monthly.

NV Energy donates retired service vehicles

NV Energy, for donating five retired service vehicles, valued at \$95,000, to nonprofit organizations in Northern Nevada and northeastern California, including: Lake Valley Fire Protection District in South Lake Tahoe; North Lyon County Fire Protection District; Verdi Volunteer Firemen's Association; A.C.C.E.P.T. (Advancing Community Cultivation and Enhancing Progressive Transformation); and the city of

College dental hygiene and dental assisting students, for volunteering their time and expertise to provide free dental hygiene care to 26 uninsured children of students. The students provided each child with a check-up X-ray, exam, dental cleaning with fluoride treatment, sealant and referral if needed for dental concerns. Each child also received a free toothbrush, dental floss, a two-minute toothbrushing time, stickers and instructions on how to care for their teeth to help prevent cavities. A total of \$995 in dental care was donated to a population of children who might not otherwise get care. Many of the supplies were obtained through a TMCC Foundation grant or from the American Dental Association's Give Kids a Smile Grant.

AT&T contributes to area organizations

AT&T; for its contributions to Nevada organizations in January, including: Economic Development Authority of Western Nevada, Public Education Foundation, Northern Nevada Black Cultural Awareness Society, Las Vegas Clark County Urban League, Washoe County Honorary Deputy Sheriffs Association, Western Industrial Nevada, Reno-Sparks Chamber of Commerce, Nevada Taxpayers Association, Pahrump Valley Chamber of Commerce, Truckee Meadows Tomorrow, Better Business Bureau, Northern Nevada Network, University of Nevada Foundation



DISTRICT HEALTH DEPARTMENT

April 12, 2010

To: Members District Board of Health

From: Eileen Coulombe

Subject: Public Health Fund Revenue and Expenditure Report for March 2010

Recommendation

Staff recommends that the District Board of Health accept the attached report of revenues and expenditures for the Public Health Fund for March of fiscal year 10.

Background

The attached reports are for the accounting period 09/10 and the percentages should approximate 75% of the year. Our total revenues and expenditures for the current year (FY10) compared to last year (FY09) are as follows:

March 2010	FY10 - REV	FY09 – REV	FY10 – EXP	FY09 – EXP
Transfer	56%	63%		
AHS	60%	51%	63%	58%
AQM	74%	58%	63%	62%
CCHS	59%	57%	64%	73%
EHS	66%	64%	63%	66%
EPHP	41%	46%	40%	53%
TOTAL	57%	56%	59%	65%

The Environmental Oversight Account for March 2010 was not available at the time of this report.

I will be happy to any questions of the Board during the meeting or you may contact me at 328-2417.

Administrative Health Services Officer

Enclosure

Accounts	2010 Plan	2010 Actuals	Balance	Act%	2009 Dlan	2000 A 242		3
422503 Environmental Permits	-00 000 bg		9		2000 L Iail	2009 Actual	Dalance	Act%
	33,000,00	30 808 05	-00,007,00		-00.000.00-	90,521.21-	34,478.79-	72
	10,000,00	-00,090,00-	0,090,00	171	-00.000,001	68,331.00-	31,669.00-	89
	-00.000,01	0,349.00-	2,151.00-	 S	15,000.00-	12,660.00-	2,340.00-	84
	355,000.00-	275,398.00-	79,602.00-	78	410,000.00-	307,463.00-	102,537.00-	75
	44,000.00-	23,101.00-	20,899.00-	23	40,000.00-	21,007.00-	18,993.00-	23
	12,000.00-	4,387.00-	7,613.00-	37	25,000.00-	7,424.00-	17,576.00-	99
422510 Air Pollution Permits	402,399.00-	289,580.25-	112,818.75-	72	420,550.00-	315,001.65-	105,548.35-	75
	-00.000,00	33,084.85-	56,915.15-	37	125,000.00-	61,648,00-	63.352.00-	07
422513 Special Event Permits	75,000.00-	54,623.20-	20,376.80-	73	80,000.00-	62 539 00-	17 461 00	2 0
422514 Initial Applic Fee	38,000.00-	22,418.00-	15,582.00-	26		20 800 00-	00.004.00	2
 Licenses and Permits 	1,128,899.00-	786.083.30-	342.815.70-	2	1 340 550 00.	067 304 86	272 455 44	ç
431100 Federal Grants	8,028,221.66-	4,046,844,87-	3.981.376.79-	2.02	6 797 766 45	3 023 714 60	2 774 OE 4 86	7 7
431105 Federal Grants - Indirect	31,540.00-	31.851.34-	311 34	- 2	200	14 220 44	44,034.80-	44
432100 State Grants	627,556.00-	321.707.91-	305 848 09-	, £	800 520 80	-1 4,020,11	11,320.41	j
432310 Tire Fee NRS 444A 090	370 534 52.	200 675 00.	70,040,050	5 6	009,029,00-	610,249.16-	199,280.64-	75
	28.1000.000	229,013,39	-000000	- G	415,000.00-	276,583.09-	138,416.91-	- 29
	200,000,000	-00.078,022	-00.620,16	20	280,000.00-	230,760.00-	49,240.00-	82
	9,337,632.18-	4,929,055.11-	4,408,797.07-	23	8,302,296.25-	4,152,624.25-	4,149,672.00-	22
	63,657,69-	23,909.21-	39,748.48-	 89	195,859.10-	72,288.62-	123,570.48-	37
	110,000.00-	65,541.39-	44,458.61-	8	165,000.00-	85.989.98-	79.010.02-	2
	36,500.00-	21,245.37-	15,254.63-	28	30,750.00-	37.967.94-	7 217 94	1 5
	190,000.00-	102,195.45-	87,804.55-	54	190.000.00-	157 525 80-	100 NTN CS	3 8
460505 Non Title X Revenue		1,369.00-	1.369.00			3 625 93-	3 825 03	3
460508 Tuberculosis	10,000.00-	6.527.94-	3 472 06-	65	טטטט א	16 686 30	2,023.93	ç
460509 Water Quality				3	00.000	-60.000,01	65.080,7	961
460510 IT Overlay	121.001.00-	81 465 00-	30 536 00	24	450 000 00	200.00-	70.082	;
460511 Birth and Death Certificates	215 000 00-	163 719 00-	54 281 00	7 6	-00.000,000	90,450.00-	53,550.00-	60 i
	200000	04 50	-00,120,100	1 9	-00,000,002	163,218.20-	-08.781.80-	7
	-00.002	-06.45.00-	-105.50-	47	-00.008	238.50-	-561.50-	၉
	-00.000.6	3,449.00-	4,551.00-	 	23,800.00-	5,579.75-	18,220.25-	23
	8,000.00-	11,761.00-	3,761.00	147	8,000.00-	5,776.00-	2,224.00-	72
	-200:00-	672.90-	172.90	135	250.00-	892.07-	642.07	357
	-00.000,6	5,292.20-	3,707.80-	29	3,000.00-	10,519.87-	7.519.87	351
	5,000.00-	24,941.06-	19,941.06	499	10,000.00-	9,687.00-	313.00-	6
-	30,000.00-	22,497.84-	7,502.16-	75	-00'000'09	29,981,23-	30.018.77-	020
	12,500.00-		12,500.00-		11,500.00-	7.188.00-	4.312.00-	8
_	-00'002'06	43,596.00-	46,904.00-	48	120,000.00-	99,354.00-	20,646,00-	8 8
	5,000.00-	5,510.00-	510.00	110	3.000.00-	4 474 00-	1 474 00	3 5
_	30,000.00-	16,110.15-	13,889.85-	54	40,000,00-	22,759,26-	17 240 74.	2 2
460524 Family Planning	100,000.00-	51,167.95-	48.832.05-	21	100,000,00-	74 523 26-	25 476 74	5 14
	-04,000.00-	23,427.00-	40,573.00-	37	75,000,00-	45.920.00-	29,080,00-	2 2
	15,500.00-	23,665.00-	8,165.00	153	14.837.00-	28.237.00-	13 400 00	5 5
460527 NOE-AQM	32,900.00-	60,388.00-	27,488.00	184	32.900.00-	40.857.30-	7 957 30	75
460528 NESHAP-AQM	-0000000-	62,346.00-	346.00	101	167.900.00-	60.556.00-	107 344 00-	36
-	22,000.00-	22,658.00-	658.00	103	36.630.00-	21 408 00-	15 222 00-	3 8
	1,900.00-	3,735.00-	1,835.00	197	2,100,00-		2 100 00-	3
460531 Dust Plan-Air Quality	178,333.00-	152,562.00-	25,771.00-	98	178,333.00-	186.357.00-	8,024,00	104



Accounts	2010 Plan	2010 Actuals	Balance	Act%	2009 Plan	2009 Actual	Ralanco	/o+0/
460532 Plan Rvw Hotel/Motel		414.00-	414 00			33	Dalaino	7
460533 Quick Start		344.00-	344.00					
460534 Child Care Inspection	-00.000,6	6,016.00-	2.984.00-	67				
460535 Pub Accomod Inspectn	21,000.00-	11,088.00-	9.912.00-	23				
460570 Education Revenue		15,428.00-	15.428.00	3	•			
* Charges for Services	1,451,491.69-	1,033,135.96-	418,355.73-	7.1	1.857.659.10-	1 287 340 10.	570 340 00	9
484000 Donations, Contributions		3.360.00-	3.360.00			201001	00.810.00	
484050 Donations Federal Pgm Income		100.00-	100.00					
485100 Reimbursements		150.00-	150.00					
485300 Other Misc Govt Rev	450.00-	564.00-	114.00	125		484 91-	484 04	
* Miscellaneous	450.00-	4,174.00-	3,724.00	928		484 91-	404.91	
** Revenue	11,918,692.87-	6,752,448.37-	5,166,244.50-	22	11,500,505,35-	6.407.844.12-	5 092 661 23.	75

Accounts	2010 Plan	2010 Actuals	Balance Act%	2009 Plan	2009 Actual	Balance	, , , v
701110 Base Salaries	10,647,205.97	6.869.749.82	3.777.456.15 65		7 614 240 95		25
	700,249.99	508,768.41			616 203 03	3,023,032.33	8 8
	325,364.33	175,184.56			77 77 78	420,733.32	60
701140 Holiday Work	1,500.00	1.691.46			747.47.40	109,388.39	2 5
701150 Contractual Wages	255,500.00	75 266 63			1,452.02	47.38	97
701200 Incentive Longevity	167.094.00	76 877 73			71,555.75	74,783.12	75
701300 Overtime	301.520.21	141 902 56		-	78,863.01	90,237.49	47
701406 Standby Pay	300000	00.100,10			27,852.10	41,533.81	9
	00.000,00	24,934.10			24,890.36	10,109.64	77
	0,000.00	3,768.79	768.79- 126		2,683.29	3,316.71	45
	185,747.75		185,747.75	273,978.53-		273,978,53-	!
		87,082.68	87,082.68-		189.854.34	189 854 34	
		32,846.58	32.846.58-		26 880 20	- 100,001,001	
701419 Comp Time - Transfer			•		52,000,50	-02.000,02	
701500 Merit Awards	329,645.39-		329 645 39	254 000 00	0,090.40	5,898.46-	
* Salaries and Wages	12 287 536 86	7 008 133 32				254,000.00-	
705110 Group Insurance	1 570 574 85	20.001,000,7		_	8,698,321,48	3,633,210.86	7
705210 Defrement	1,3/0,3/4.63	1,038,211.20			987,497.70	505,882,98	99
	2,464,029.18	1,598,917.47	865,111.71 65	2,548,069.63	1,694,791.52	853.278.11	67
	200,000.00		200,000.00	147,700.00		147 700 00	;
	151,075.42	104,570.95	46,504.47 69		112 081 84	27 aco av	5
705320 Workmens Comp	64,271.45	46,000.17			60.826.35	10,920.70	2 ;
705330 Unemply Comp	12,350.00	12.330.00	_		12 268 22	50.677,02	0 5
705360 Benefit Adjustment	9,504.31				76.002,61	8.32-	<u>5</u>
* Employee Benefits	4 471 805 21	2 800 029 79	1671775 43	•		19,155.00	
710100 Professional Services	27 271 900 6	207 202 52			2,868,465.73	1,595,708.18	25
710105 Medical Septicas	42 600 00	10.020,120			542,272.96	564,625.11	49
	13,600.00	12,383.50			8,688.50	5,011.50	83
	00.282.00	00.000,15	23,532.00 58	57,140.00	35,850.00	21,290.00	ස
					1,208.31	1,208.31-	
	147,602.00	80,371.44	67,230.56 54	304,994.00	197,977.50	107.016.50	92
	102,210.00	59,639.91	42,570.09 58	116,754.00	72,301,82	44,452.18	8 8
	15,505.00	25,536.69	10,031.69-		2.328.28	15 007 35	; ;
	320.00	26,802.29	26,452.29- 7,658		9.350.00	035000	2
	270,541.22	120,703.44	149,837.78 45	185.981.66	110 399 34	75 582 32	Ç
-	1,385.00	750.33	634.67 54			2020202	3
-	2,000.00		2,000.00	2.000.00	201 74	1 708 26	ç
710312 Special Dept Expense					200.00	07.067,1	2
710319 Chemical Supplies	560.707.00	360.810.19	100 806 81	00 001 100	200.00	-00.002	1
710334 Copy Machine Expense	36.024.50	19 319 35		-	301,579.46	260,008.54	28
710350 Office Supplies	80.340.08	00:00			23,145.18	18,217.00	26
	02,342.20	53,495.23		φ.	41,576.59	15,141.96	73
	00.795,7	6,126.11			7,019.67	2,968.83	2
	26,958.44	15,125.91		6,951.57	17,254.52	10,302,95-	248
	1,135.00	285.63	849.37 25	18,150.00	284.93	17.865.07	2
	100.00		100.00	100.00	108.60	8.60-	, Q
	93,350.30	20,160.30	73,190.00 22	52,568.75	32.222.64	20.346.11	3 6
	49,651.24	19,438.29	30,212.95 39		10.899.00	30 144 48	2 6
710503 Licenses & Permits	8,625.00	6,142.67			5,000,20	00,141,40	7 7
	-	-	_	_	0,000,00	4,814.80	¥ —

Accounts	2010 Plan	2010 Actuals	Balance Ac	Act% 2009 Plan	2009 Actual	Roleman was communicated	/000
	-00:006		90.00				8
	2,800.00	2,669.00	131.00	95 10,169.00	1.800.00	00 098 8	ď
	273.40	420.00	176.60-			263.24-	2
	4,705.00	4,055.37	649.63	86 455.00	ıc	5 245 10	1 268
710508 Telephone Land Lines	60,808.05	33,419.37	27,388.68	74.	·	37 021 45	207
	29,770.00	13,811.00	15,959.00	_		28 804 00	5 6
	20,954.14	9,708.11	11,246.03			16 148 60	5 8
710519 Cellular Phone	13,597.00	10,610.31	2,986.69	-		13 340 12	S 4
	4,476.00	6,873.00	<u> </u>			13,010.12	? ?
	12,394.78	7,573.40				3 715 00	7)
	37,047.00	30,905.92	6,141.08	83 65.626.52	· ·	31 665 74	2
_	3,150.00	1,094.08	2,055,92			3 500 00	7
710585 Undesignated Budget	31,540.05		31.540.05		2	00.000.0	
710590 Bad Debt Expense		1,293.40	1.293.40-				
	195,423.01	126,068.76	69,354.25	65 256.446.13	161 583 58	04 862 55	ç
710620 LT Lease-Equipment			•			2,002.33	3 6
710703 Biologicals	291,252.68	100,743.80	190.508.88	35 287.009.61	17	115 518 52	2 2
710714 Referral Services	11,300.00	570.76-	11.870.76			2,010,00	3 4
710721 Outpatient	119,940.00	76.271.56	43 668 44	14	α 	4,013.00	? {
710872 Food Purchases	2,095.00	1,055.50	1.039.50	2020000		10,707,31	S 8
711010 Utilities	,	1.362.00	1.362.00-			0.4.07	8
711113 Equip Srv Replace	101,823.48	82,353,79	19,469,69	81 1 104 964 00	08 384 07	20 003 0	- 2
711114 Equip Srv O & M	71,986.43	36,363,37	35.623.06			0,302.03	4 1
711115 Equip Srv Motor Pool	12,070.00	6,400,00	5.670.00			44 602 50	7 6
711117 ESD Fuel Charge	54,173.64	30,620.81	23.552.83			14,002.30	 †3
71119 Prop & Liab Billings	00.086,99	49,447.44	17,482.56	74 58.667.00	44 000 37	14 666 63	7
711210 Travel	186,091.02	34,132.21	151,958.81			14/ AAR 38	2 8
711504 Equipment nonCapital	76,536.11	197,532.04				54 835 67	3 5
* Services and Supplies	4,894,465.47	2,031,010.43		4	2.3	1 923 393 52	- 1
781004 Equipment Capital	371,424.85	103,677.12	267,747.73			434 926 96	3 8
* Capital Outlay	371,424.85	103,677.12	267,747.73	28 570,176.05		434 926 96	2 7
** Expenses	22,025,232.39	12,932,850.66	9,092,381.73	21,	4	7.587.239.52	
485192 Surplus Equipment Sales		12.60-	12.60		•		3
* Other Fin. Sources		12.60-	12.60				
621001 Transfer From General	8,795,500.00-	4,961,711.67-	3,833,788.33-	56 9,693,500.00-	00- 6,139,296.02-	3,554,203.98-	63
** Other Financian Confiden	8,795,500.00-	4,961,711.67-	3,833,788.33-			3,554,203.98-	83
*** Total	8,795,500.00-	4,961,724.27-	3,833,775.73-	6	-50.39,296.02	3,554,203.98-	63
	23.950,115,1	1,218,678.02	92,361.50	93 460,860.93	1,520,486.62	1,059,625.69-	330

72427 72437 726,0	724 724		1 463 720 00	בסס שטיים	בממכ	֭֭֓֜֝֜֜֜֜֝֜֜֜֜֜֜֜֜֜֜֜֜֜֜֜֜֜֜֜֜֜֜֜֜֜֜֜֜֜
Intergovenmental	724,0	461.200.80-1		747 675 66.	10 00	1
460512 Duplication Service Fees 200.00- Charges for Services 200.00- A65.000 Other Misc Govt Rev Miscellaneous 450.00- Miscellaneous 1,205,941.00- Tor110 Part Time 701130 Pooled Positions 701100 Pooled Positions 701100 Merit Awards 701500 Merit A		_		747 675 66-	718.053.34-	o 7
Charges for Services 200.00- 485300 Other Misc Govt Rev 48500 Other Expense 70120 Part Time 70140 Vac Payoff Sick Pay-Term 70141 Vac Payoff Sick Pay-Term 70141 Vac Payoff Sick Pay-Term 70141 Vac Payoff Sick Pay-Term 70141 Vac Payoff Sick Pay-Term 70141 Vac Payoff Sick Pay-Term 70141 Vac Payoff Sick Pay-Term 70141 Vac Payoff Sick Pay-Term 70141 Vac Payoff Sick Pay-Term 70140 Part Part Time 70141 Vac Payoff Sick Pay-Term 70141 Vac Payoff Sick Pay-Term 70141 Vac Payoff Sick Pay-Term 70141 Vac Payoff Sick Pay-Term 70141 Vac Payoff Sick Pay-Term 70141 Vac Payoff Sick Payof	,			238 50-	10,000.04-	5 6
485300 Other Misc Govt Rev 450.00- 486300 Other Misc Govt Rev 450.00- 450.00- 450.00- 450.00- 450.00- 450.00- 1,206,941.00- 1,748,061.93 1,216, 170110 Base Salaries 701140 Holiday Work 701140 Holiday Work 701200 Incertive Longevity 701414 Holiday Work 701413 Vac Payoffisick Pay-Term 701413 Vac Payoffisick Pay-Term 701413 Vac Payoffisick Pay-Term 701413 Vac Payoffisick Pay-Term 701414 Comp Time - Transfer 701414 Comp Time - Transfer 70140 Medicar April 1986 705210 Retirement Calculation 705230 Workmens Comp 705230 Workmens Comp 705230 Workmens Comp 705230 Workmens Comp 705230 Workmens Comp 705230 Workmens Comp 705230 Workmens Comp 705230 Workmens Comp 705230 Workmens Comp 705230 Workmens Comp 705230 Workmens Comp 705230 Workmens Comp 705230 Workmens Comp 705230 Workmens Comp 705230 Workmens Comp 705230 Workmens Comp 705230 Workmens Comp 705230 Workmens Comp 705230 Workmens Comp 706230 Benefit Adjustment 706230 Workmens Comp 706230 Workmens Comp 706230 Medicar Supplies 70000 Operating Services 70000 Operating Services 70030 Operating Supplies 70030 Operating Supplies 70030 Operating Supplies 70030 Operating Supplies 70030 Operating Service 70030 Operating Services 70030 Operating				238 50-	561.50	8 8
Miscellaneous Miscellaneous Revenue 70110 Base Salaries 701120 Part Time 701130 Pooled Positions 701140 Holiday Work 701150 Pooled Positions 701140 Holiday Work 701200 Incentive Longevity 701200 Incentive Longevity 701300 Overtime 701413 Vac Payoff/Sick Pay-Term 701413 Vac Payoff/Sick Pay-Term 701419 Comp Time 701410 Medical Services 705230 Medicare April 1986 705230 Medicare April 1986 705330 Unamply Comp 705330 Unamply Comp 705330 Medicare April 1986 705330 Medicare April 1986 705330 Medicare April 1986 705330 Medicare April 1986 705330 Medicare April 1986 705330 Medicare April 1986 705330 Medicare April 1986 705330 Medicare April 1986 705330 Medicare April 1986 705330 Medicare April 1986 706330 Medicare Expense 70330 Outracting Supplies 70300 Operating Supplies 70300 Office Supplies	450.00-			484 91-	200.100	3
1,205,941,00-101/10 24,553.03 1,748,051.93 1,70110 24,553.03 1,70110 24,553.03 1,70110 24,553.03 1,70120 24,553.03 1,70120 24,553.03 1,70120 24,553.03 1,70120 24,501.00 2,70120 24,501.00 2,70120 24,501.00 2,70120 24,501.00 2,70120 24,501.00 2,70120 24,501.60 2,70120 24,501.60 2,70120				484 91-	104.91	
Base Salaries Part Time Pooled Positions Pooled Positions Pooled Positions Pooled Positions Pooled Positions Pooled Positions Pooled Positions Pooled Positions Pooled Positions Pooled Work Incentive Longevity Overtime Salary Adjustment Comp Time - Transfer Merit Awards and Wages Group Insurance Retirement Merit Awards and Wages and Wages Group Insurance Retirement Calculation Medicare April 1986 Unemply Comp Unemply Comp Unemply Comp Workmens Comp Unemply Comp Workmens Comp Unemply Comp Benefit Adjustment Be Benefit Benefit Adjustment Be Benefit Benefit Adjustment Benefit Adju	5,941.00-		1.464.529.00-	748 399 07-	718 120 03	ž
Part Time Part Time Pooled Positions Pooled Positions Pooled Positions Pooled Positions Pooled Positions Pooled Positions Pooled Positions Pooled Positions Pooled Positions Salary Adjustment Comp Time Comp Time Comp Time Comp Time Comp Time Comp Time Comp Time Comp Time Comp Time Time - Transfer Merit Awards and Wages Group Insurance Retirement Calculation Medicare April 1986 Retirement Calculation Medicare April 1986 Retirement Calculation Morkmens Comp Workmens Comp Unempty Comp Benefits Benefit Adjustment Benefit Adju	<u>-</u>			1252,233.07	707 533 26	. é
Pooled Positions 68,296,19 Holiday Work 13,000.00 13 Holiday Work 31,000.00 13 Incertive Longwity 6,000.00 8 Salary Adjustment 7,104.00 7 Vac Payoff/Sick Pay-Term 7,104.00 7 Comp Time 7,104.00 7 Medical Swards 1,885,005.15 1,262 Retirement 24,601.66 17 Workmens Comp 24,601.66 17 Workmens Comp 2,210.00 2,210.00 Benefit Adjustment 2,210.00 2,210.00 Benefits 88,530.23 483 Retirement Calculation 1,458.00 1,250.00 Benefits 1,450.00 2,210.00 Benefits 2,210.00 2,210.00 Benefits 2,210.00 2,210.00				15 970 65	94,055.20	0 9
Holiday Work Incentive Longewity Incentive Longewity Incentive Longewity Incentive Longewity Overtime Salary Adjustment Comp Time - Transfer Merit Awards and Wages Group Insurance Group Insurance Group Insurance Group Insurance Group Insurance Group Insurance Group Insurance Beritement Adjustment Adjustment Benefit		68,296,19	25.580.86	200	10.084,0	8
Comp Time	844.97	844.97-			20,000.00	
Overtime 6,000.00 8 Salary Adjustment 7,104.00 7 Comp Time 7,104.00 7 Comp Time 1,262 7 Comp Time 1,262 1,262 Melt Awards 1,885,005.15 1,262 Melt Awards 1,885,005.15 1,262 Group Insurance 381,561.51 263 Retirement Calculation 24,611.66 17 Workment Calculation 24,611.66 17 Medicare April 1986 11,488.00 2,210.00 2 Benefit Adjustment 888,530.23 483 3 Professional Services Medical Services 3,300.00 7 Medical Services Medical Services 3,300.00 2,210.00 2 Repairs and Maintenance 600.00 2,210.00 2 1 Professional Services Medical Services Medical Services 3,300.00 483 Repairs and Maintenance Copy Machine Expense 100.00 2 Copy Machine Expense 1,48	13	17,996.90 42	29.850.00	11 251 92	18 508 08	oc
Salary Adjustment 7,104.00 Vac Payoff/Sick Pay-Term Comp Time Comp Time 1,262 Comp Time 1,262 Merit Awards 1,885,005.15 1,262 Merit Awards 1,885,005.15 1,262 Group Insurance 268,699.06 192 Retirement Calculation 24,601.66 17 Workmens Comp 2,210.00 2 Medicare April 1986 11,458.00 1 Workmens Comp 2,210.00 2 Benefit Adjustment 2,210.00 2 Benefit Adjustment 888,530.23 483 Medicare Services 3,300.00 2 Medicare Services 3,300.00 2 Medical Services 3,300.00 2 Medical Services 3,300.00 3 Medical Services 488,530.23 483 Service Contract 5,000 5 Service Contract 6,000 6 Operating Supplies 1,1,594.00 6 Special Dept Expense </td <td>6,000.00 8,278.32</td> <td></td> <td></td> <td>2 775 07</td> <td>1 220 03</td> <td>9 6</td>	6,000.00 8,278.32			2 775 07	1 220 03	9 6
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Comp Time - Transfer Comp Time - Transfer Merit Awards 1,885,005.15 1,262 and Wages 268,699.06 192 Group Insurance 281,561.51 263 Retirement 200,000.00 17 Retirement Calculation 24,601.66 17 Workmens Comp 2,210.00 2 Unemply Comp 2,210.00 2 Benefit Adjustment 888,530.23 483 Benefit Adjustment 888,530.23 483 Medical Services 3,300.00 2 Medical Services 800.00 0 Medical Services 3,300.00 1 Repairs and Maintenance 52,049.29 1 Operating Supplies 52,049.29 1 Special Dept Expense 10,000 0 Copy Machine Expense 16,185.00 1 Copy Machine Expense 160,000 1 Express and Courier 1,000.00 1,100.00 Chrier Expense 1,100.00 2,400.00 Printing	26.23	26.23-		7.432.32	7 432 32-	
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and Wages		-	91.459.00-		91.459.00	
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Retirement Retirement Retirement Calculation Medicare April 1986 Workmens Comp Unemply Comp Benefit Adjustment Benefit Adjustment Benefit Adjustment Benefit Adjustment Benefit Adjustment Benefits Redical Services Medical Services MD Consultants Service Contract Repairs and Maintenance Operating Supplies Special Dept Expense Copy Machine Expense Office Supplies Books and Subscriptions Fostage Books and Courier Cother Expense Cother Expens				165 377 34	80.521,122.03	7 0
Retirement Calculation 200,000.00 Medicare April 1986 24,601.66 17 Workmens Comp 11,458.00 2 Unemply Comp 2,210.00 2 Benefit Adjustment 888,530.23 483 Benefit Adjustment 888,530.23 483 Professional Services 3,300.00 Medical Services 800.00 Medical Services 800.00 Medical Services 800.00 Operating Supplies 52,049.29 Special Dept Expense 11,594.00 Copy Machine Expense 16,185.00 Books and Subscriptions 1,400.00 Postage 1,000.00 Chriee Expense 1,000.00 Chriee Expense 1,100.00 Postage 1,100.00 Printing 2,400.00 Network and Data Lines 1,1800.00 Telephone I and I ines 1,1800.00	1,561.51 263,633.04			257 702 69	+0.100,00 +0.100,00	ò 6
Medicare April 1986 24,601.66 17 Workmens Comp 11,458.00 2 Unemply Comp 2,210.00 2 Benefit Adjustment 888,530.23 483 Professional Services 3,300.00 Medical Services 3,300.00 Medical Services 800.00 Medical Services 800.00 Medical Services 800.00 Operating Supplies 52,049.29 Special Dept Expense 11,594.00 Copy Machine Expense 16,185.00 Books and Subscriptions 1,370.00 Postage 1,600.00 Express and Courier 1,000.00 Other Expense 1,100.00 Printing 9,550.00 Licenses & Permits 2,400.00 Network and Data Lines 1,180.00 Telephone I and I ines 1,180.00				20:30	147 700 00	<u>-</u>
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Professional Services				4,403,00	, C	3
Professional Services 3,300.00 Medical Services 3,300.00 MD Consultants 750.00 Service Contract 800.00 Repairs and Maintenance 52,049.29 Operating Supplies 52,049.29 Special Dept Expense 11,594.00 Copy Machine Expense 16,185.00 Office Supplies 1,370.00 Books and Subscriptions 1,600.00 Postage 1,600.00 Express and Courier 1,100.00 Other Expense 1,100.00 Printing 9,550.00 Printing 2,400.00 Network and Data Lines 1,1800.00 Telephone I and I ines 1,1800.00	8,530.23 483,816.72	404.713.51 54	α 	454 RNG 33	19,133.00	ŭ
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Operating Supplies 52,049.29 12 Special Dept Expense 11,594.00 5 Copy Machine Expense 16,185.00 8 Office Supplies 1,370.00 2 Books and Subscriptions 1,600.00 2 Postage 1,600.00 2 Express and Courier 1,100.00 2 Other Expense 1,100.00 2 Printing 9,550.00 2 Network and Data Lines 1,1800.00 7 Telephone I and Lines 1,1800.00 7	800.00 152.57			48.33	75167	 S
Special Dept Expense 11,594.00 5 Copy Machine Expense 16,185.00 8 Office Supplies 1,370.00 2 Books and Subscriptions 1,600.00 2 Postage 100.00 1,100.00 Express and Courier 1,100.00 2 Other Expense 1,100.00 2 Printing 9,550.00 2 Licenses & Permits 2,400.00 2 Telephone I and Lines 1180.00 7	2,049.29 12,542.77		35,	14,258.98	21.041.02	0 04
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Books and Subscriptions 1,370.00 2 Postage 1,600.00 1,600.00 Express and Courier 100.00 1,100.00 Other Expense 1,100.00 2 Printing 9,550.00 2 Licenses & Permits 2,400.00 2 Network and Data Lines 11,800.00 7 Telephone I and Lines 11,800.00 7			16,185.00	7,467.75	8.717.25	46
Postage 1,600.00 Express and Courier 100.00 Other Expense 1,100.00 Printing 9,550.00 Licenses & Permits 2,400.00 Network and Data Lines 1,1800.00		692.90-	1,370.00	1,108.81	261.19	8
100.00 Other Expense 1,100.00 Printing Licenses & Permits 2,400.00 Network and Data Lines Telephone I and I ines		851.55 47		2,167.83	2.167.83-	r
Orner Expense 7,100.00 Printing 9,550.00 Licenses & Permits 2,400.00 Network and Data Lines Telephone I and Lines			1,700.00	30.60	1,669.40	7
Printing 9,550.00 2 Licenses & Permits 2,400.00 Network and Data Lines Telephone I and Lines			1,250.00	580.05	669.95	46
Licenses & Permits 2,400.00 Network and Data Lines Telephone I and I ines	- 5	7,526.42 21	9,570.00	905.34	8.664.66	
Network and Data Lines Telephone I and Lines		2,000.00	2,500.00	216.00	2,284.00	
		203.61-		150.00	150.00-	
			12,510.00	7,721.31	4,788.69	62
7 Tubus Seminars and Miedings	5,100.00 2,491.00	2,609.00 49	5,100.00	3,231.50	1,868.50	63

Problem of the control of the control of		2010 Actuals	Balance	Act%	2009 Plan	2009 Actual	Balance	Act%
710512 Auto Expense	4,350.00	1,147.99	3,202.01	56	4,550.00	1.172.76	3.377.24	28
710519 Cellular Phone	350.00	81.48	268.52	23	383.00	346.84	36.16	6
710529 Dues	955.00	2,605.00	1,650.00-	273	955.00	1.310.00	355 00-	137
710546 Advertising	150.00	126.39	23.61	8		156.77	156 77-	5
710600 LT Lease-Office Space	80,296.00	67,674.16	12,621.84	84	141,319.12	66.679.40	74.639.72	47
710872 Food Purchases	150.00		150.00		200.00	116.86	83.14	. c
711010 Utilities		63.00	63.00-					}
711113 Equip Srv Replace	2,122.20	1,981.65	140.55	93		1,980.30	1.980.30-	
711114 Equip Srv O & M	1,043.60	760.04	283.56	73	1,623.64	839.70	783.94	52
711115 Equip Srv Motor Pool		440.00	440.00-			360.00	360.00-	3
711117 ESD Fuel Charge	636.64	384.69	251.95	9				
711119 Prop & Liab Billings	11,798.00	8,848.53	2,949.47	75	10,693.00	8.019.81	2.673.19	75
711210 Travel	16,500.00	6,768.62	9,731.38	4	16,500.00	4.076.98	12,423.02	5. 5.
711504 Equipment nonCapital	1,700.00	4,847.32	3,147.32-	285	1,700.00		1.700.00	}
* Services and Supplies	237,749.73	140,078.35	97,671.38	29	281,037.76	132,738.76	148.299.00	47
** Expenses	3,011,285.11	1,886,153.81	1,125,131.30	63	3,299,221.95	1,916,891.11	1,382,330.84	28
*** Total	1,805,344.11	1,161,824.17	643,519.94	64	1,834,692.95	1,168,492.04	666,200.91	64

Accounts	2010 Plan	2010 Actuals	Balance	Act%	2009 Plan	2009 Actual	Balance	V0+0V
422510 Air Pollution Permits	402,399.00-	289,580.25-	112.818.75-	72	420 550 00-	34E 004 BE	2000	2
* Licenses and Permits	402,399.00-	289,580.25-	112,818.75-	72	420 550 00-	315,001.65	100,040,00-	e ¦
431100 Federal Grants	-00.349.00-	379.891.11-	301 457 89	ı u	750,000,00	4.0,001.00-	105,546.33-	9
431105 Federal Grants - Indirect		16.839.89-	16 839 89	3	-09,048.00-	143,463.00-	615,886.00-	<u>6</u>
432100 State Grants		-			000000	140,000,00		
432311 Pol Ctrl 455B.830	280,000.00-	228.975.00-	51.025.00-	23	280,000,00-	-00'000'00-	40.040	<u> </u>
* Intergovernmental	961.349.00-	625,706,00-	335 643 00-	1 12	1 200 340 00	230,700.00-	49,240.00-	87
460513 Other Healt Service Charges		00:00	-00.040	3	-00.845,602,1	544,223.00-	665,126.00-	45
460526 Plan Review-Air Onality	45 500 00	00.200	992.00		-00.005	546.75-	9,253.25-	9
	-00.006,61	-00.600,00-	8,165.00	153	14,837.00-	28,237.00-	13,400.00	190
	32,900.00-	-00'388'00-	27,488.00	184	32,900.00-	40,857.30-	7,957,30	124
	-00.000.00-	62,346.00-	346.00	101	167,900.00-	60,556.00-	107.344.00-	98
460529 Assessments-AQM	22,000.00-	22,658.00-	028:00	103	36,630,00-	21,408.00-	15 222 00-	20 00
460530 Inspector Registr-AQ	1,900.00-	3,735.00-	1,835.00	197	2,100,00-		2 100 00-	3
460531 Dust Plan-Air Quality	178,333.00-	152,562.00-	25,771.00-	98	178,333.00-	186.357.00-	8,024,00	5
* Charges for Services	312,633.00-	326,346.00-	13,713.00	104	442,500.00-	337 962 05-	107 537 05	5 4
485300 Other Misc Govt Rev		-00:06	90.00				00,100	2
		-00:06	90.00					
** Revenue	1,676,381.00-	1,241,722.25-	434.658.75-	74	2 072 399 00-	1 107 186 70	076 040 00	
701110 Base Salaries	1,311,733.43	927.167.93	384 565 50	7.	1 388 862 47	0500000	-06.212,070	8 8
701130 Pooled Positions	00 000 8	B 07178	4,000,00	1 -	74.208,806,1	955,049.55	435,813,14	 g
701140 Holidav Work		0.:	77.076,1	9	8,000.00	2,687.15	5,312.85	8
701150 Contracting Wagner	00000		1 1 1		_	166.02	166.02-	
	30,000.00		00.000,00		20'000'09		20,000.00	
701300 Ovatimo	21,150.00	10,400.00	10,750.00	49	23,550.00	9,488.44	14,061.56	40
	6,057.21	524.73	5,532.48	6	4,535.34	134.48	4,400.86	က
		409.82	409.85-		1,000.00		1,000.00	
701412 Salaly Adjustrient					8,608.78		8.608.78	
101413 Vac Payon/Sick Pay-1 erm						47,591.12	47.591.12-	
/0141/ Comp lime						8,502.93	8.502.93-	
	1,396,940.64	944,574.26	452,366.38	89	1,484,556.59	1.021.619.47	462 937 12	g
	156,554.89	111,779.15	44,775.74	71	142,279.60	98.301.10	43 978 50	8 8
705210 Retirement	285,871.82	200,760.84	85,110.98	2	289,544.99	196.190.35	93 354 64	3 8
705230 Medicare April 1986	17,726.98	12,390.18	5,336.80	20	18.901.05	13 584 09	5 3 1 6 QB	3 8
705320 Workmens Comp	6,740.00	5,055.03	1,684.97	75	8.000.00	6,000,03	1 000 07	2 H
705330 Unemply Comp	1,300.00	1,300.00	•	100	1.300.00	1,300,00	10.000.	5 5
* Employee Benefits	468,193.69	331,285.20	136,908.49	71	460,025.64	315.375.57	144 650 07	3 8
	176,599.41	13,470.34	163,129.07	00	261,928,54	72 612 89	180.345.65	3 8
	350.00	363.00	13.00-	104	350.00	312.84	37.18	0 8
	2,000.00	3,551.33	3.448.67	51	8 792 63	143.00	01.10	3 °
	4,100.00	9,750.72	5,650.72-	238	4.500.00	795.52	3 704 48	ν ά
						25.00	25.50	2
	4,387.20	3,266.42	1,120.78	74	4,387.20	3.511.99	875.21	8
	3,500.00	3,355,55	144.45	96	4,500.00	2.922.39	1 577 61	8 %
	224.00	221.86	2.14	66	224.00	212.26	11.74	8 8
	2,200.00	2,809.79	609.79-	128		181169	181160	3
710361 Express and Courier	200.00	39.95	160.05	20	000000	20.02	1,011.09-	τ
		•		<u>-</u>		1	1 00:0101	=

Accounts	2010 Plan	2010 Actuals	Balance Act%	2009 Plan	2009 Actual	Balance	Act%
710500 Other Expense	200.00	22.77	367.77- 284	1,000.00	5.554.70	4 554 70-	555
710502 Printing	1,000.00	380.59	619.41 38	•	761.23	838 77	88
710503 Licenses & Permits	00:06	2,372.67	2,282.67- 2,636		00.06	-00.06	?
	1,800.00	1,800.00	100	1,700.00	1.800.00	100.001	106
710508 Telephone Land Lines	00.000,6	4,705.91	4,294.09 52	<u>-</u>	6,004.33	6.595.67	8 8
710509 Seminars and Meetings	4,200.00	1,205.00	2,995.00 29		1,110.00	3.090.00	2 %
	1,200.00	354.68	845.32 30		731.62	531.62-	366
710519 Cellular Phone	3,800.00	2,679.55	1,120.45 71	4,145.00	2,578.05	1.566.95	8 8
	435.00	2,185.00	1,750.00-	435.00		435.00	}
710535 Credit Card Fees	1,500.00	1,306.20	193.80 87		540.95	540.95-	
710546 Advertising	5,700.00	731.63	4,968.37 13	5,700.00	978.76	4.721.24	17
	1,100.00		1,100.00	1,100.00		1.100.00	:
	74,490.12	24,688.00	49,802.12 33	2	61.898.40	12.591.72	82
	1,316.00		1,316.00	1,316.00	904.38	411.62	3 6
711113 Equip Srv Replace	30,340.92	14,525.99	15,814.93 48	~	26.108.05	1 724 05-	10.2
	13,520.37	7,675.36	5,845.01 57	33,132.40	17,587.95	15.544.45	2 22
		262.50	262.50-	275.00	250.00	25.00	2 8
71117 ESD Fuel Charge	12,187.68	8,154.07	4,033.61 67				5
711119 Prop & Liab Billings	7,940.00	5,204.97	2,735.03 66	5,780.00	4.335.03	1,444,97	75
711210 Travel	40,227.52	7,864.56	32,362.96 20	<u>ო</u>	6.670.72	32,293,28	7 2
711504 Equipment nonCapital	4,000.00	69,492.73	65,492.73- 1,737		17.371.80	13.371.80-	434
* Services and Supplies	412,608.22	192,986.14	219,622.08 47	20	237.652.57	264 051.32	47
781004 Equipment Capital	91,708.35	15,973.00	75,735.35 17		51,560.50	114,289.55	- F
* Capital Outlay	91,708.35	15,973.00	75,735.35	165,850.05	51,560.50	114,289.55	. F.
** Expenses	2,369,450.90	1,484,818.60	884,632.30 63	2,612,136.17	1.626.208.11	985,928,06	. 6
485192 Surplus Equipment Sales		12.60-	12.60				3
** Other Financing Src/Use		12.60-	12.60				
·** otal	06:690'669	243,083.75	449,986.15 35	539,737.17	429,021.41	110,715.76	79

Act%	40			3 8	8 8		_	3		196	357	351						74				!	<u>ک</u> و	2 6	8 6			ď	3 %	}				62	6	99	7.5	75	5 6		99	62	9	2 2	- 0
Balance	1.197.193.69	162 280 64	1 350 474 22	-00,474,400,1	70,134.4 -	-30.010.02-	7,217.94	02,474,20-	3,625.93	7,685.39	642.07	7,519.87	313.00-	30,018.77-	4,312.00-	25,476.74-		174,047.94-				4 000 000	1,000,022.27-	70.513.07	400,220.64	110.21	17 302 73	22 436 52	2.855.50	403,856.66-	89.427.11-	10,384.80-	162,541.00-	823.108.42	200,802,64	304.444.24	15.851.34	7.500.18			528,598.40	63,931.28	5,075,50	17 470 00	00.074,71
2009 Actual	1,146,755.51-	401,999,16-	1 548 754 67	57 350 50	85 080 08-	37 967 94	157 505 80	-02.020,101	3,025,93-	15,685.39-	892.07-	10,519.87-	9,687.00-	29,981.23-	7,188.00-	74,523.26-		490,946,06-				27 007 050 6	2,039,700.73-	5,512,233,03 558 002 22	37 717 79	110.68		31,453,48	980.07		89,427.11	10,384.80		3,040,351.09	357,679.67	591,592.00	38,036.32	22,499.82	4,875.00		1,014,682.81	235,932.42	8,274.50	27.670.00	1 20:0:00
2009 Plan	2,343,949.20-	564,279.80-	2.908.229.00-	86.494.00-	165.000.00-	30 250 00-	190,000,001	2000	0000	8,000.00-		3,000.00-	10,000.00-	-00'000'09	11,500.00-	100,000.00-		-004,884.00-				3 573 223 00.	3.350.766.90	966 243 97	37.818.00		17.302.73	53,890,00	3,835.57	403,856.66-			162,541.00-	3,863,459.51	558,482.31	896,036.24	53,887.66	30,000.00	4,875.00		1,543,281.21	299,863.70	13,350.00	45.140.00	- >>:>t- !>t
Act%	61	51	29	38	9	28	25.4		ä	2 5	135	20	499	75		51	{	ñ				6	9 6	. 8	57			20	199					29	63	83	99	75	100		္ဌ	9	92	22	5
;	963,013.85-	268,598.09-	1,231,611.94-	39,748.48-	44,458,61-	15.254.63-	87.804.55-	1.369.00	3 472 OF	-0,472,00-	172.90	3,707.80-	19,941.06	7,502.16-	12,500.00-	48,832.05-	12,020.00	-06.111,622	3,300.00	00.00	3.466.00	1.457.923.32-	1.204.082.82	205,430,44	52,432,69			27,370.02	2,154.12-	114,541.03	52,337.82-	7,925.32-	329,645.39-	1,211,794.35	195,883.57	297,775.38	16,639.29	5,307.93	10.00	1,505.00-	514,111.17	121,363.50	3,181.50	18,532.00	
2010 Actuals	1,487,441.15-	283,957.91-	1,771,399.06-	23,909.21-	65,541.39-	21,245.37-	102,195,45-	1.369.00-	6 527 94-	120,020	0/2/30-	5,292.20-	24,941.06-	22,497.84-	100	51,167.95-	12,020.00-	3 360 00-	100.00-	-00	3.466.00-	2,112,245,37-	1,860,251.55	434,688,58	68,138.45			27,332.98	4,329.12		52,337.82	7,925.32		2,455,003.82	328,337.47	508,179.66	32,371.30	15,923.07	4,085.00		888,896.50	181,529.50	9,818.50	24,850.00)))))))
2010 Plan	2,450,455.00-	552,556.00-	3,003,011.00-	-63,657.69-	110,000.00-	36,500.00-	190,000.00-		10.000.00-	00.009	-00.000	-00.000.8	5,000.00-	30,000.00-	12,500.00-	-00.000,001	567 157 69-					3,570,168.69-	3,064,334.37	640,119.02	120,571.14			54,703.00	2,175.00	114,541.03		,	329,645.39-	3,666,798.17	524,221.04	805,955.04	49,010.59	21,231.00	4,095.00	1,505.00-	1,403,007.57	302,893.00	13,000.00	43,382.00	
Accounts	431100 Federal Grants	432100 State Grants					460503 Childhood Immunizations	460505 Non Title X Revenue	460508 Tuberculosis	460515 Medicare Reimbursement		10 rgin incold rity Nec	400017 IIIIIUGIIZA IIIIIIIIIIIIIIIIIIIIIIIIIIIIIIIIII				Charges for Services	484000 Donations, Contributions	484050 Donations Federal Pgm Income	485300 Other Misc Govt Rev	Miscellaneous	Revenue	701110 Base Salaries	701120 Part Time	701130 Pooled Positions	701140 Holiday Work	701150 Contractual Wages	701200 Incentive Longevity		701412 Salary Adjustment	701413 Vac Payoff/Sick Pay-Term	70141/ Comp lime	701500 Ment Awards	Salanes and Wages	705110 Group Insurance	/ubz.iu Ketirement	705230 Medicare April 1986	7053ZU Workmens Comp	705330 Unemply Comp	rosso benefit Adjustment Employee Benefits	Timpoyee Delicities	100 Professional Services	710105 Medical Services	710108 MD Consultants	

Accounts	2010 Plan	2010 Actuals	Bolonco	, V. V. V.	2000			- -
740000 Contract	42 200 00		Daiaile	27.0	2003 FIBII	Zous Actual	balance	Act%
	12,200.00	6,403.78	3,790.22	 20	10,954.00	7,871.50	3,082.50	72
	6,105.00	19,921.31	13,816.31-	326	5,410.00	1,068.50	4,341.50	20
710210 Software Maintenance	320.00		350.00			350.00	350.00-	
710300 Operating Supplies	97,132.00	72,959.01	24,172.99	75	86,391.00	62.247.48	24.143.52	72
710312 Special Dept Expense				•		125.00	125.00-	!
	16,463.00	8,405.08	8,057.92	51	17,183.00	10.495.70	6.687.30	6
710350 Office Supplies	14,405.00	6,261.29	8,143.71	43	16,679.00	13.090.86	3.588.14	200
710355 Books and Subscriptions	1,730.00	907.62	822.38	52	4,595.00	1.488.14	3.106.86	2 %
710360 Postage	4,858.00	3,366,69	1.491.31	69	4.350.00	5 666 08	1 316 08	1 6
710361 Express and Courier	535.00	120.53	414.47	23	3.650.00	22:300'5	2 553 28	3 "
710500 Other Expense	59,424.30	18,826.27	40.598.03	32	43.298.75	19 006 50	24 202 25	, 5
710502 Printing	11,303.24	3,149.92	8,153.32	78	16.784.00	3.232.96	13 551 04	. 6
710503 Licenses & Permits	3,800.00	1,405,00	2.395.00	37	4.780.00	2 864 20	1 915 80	2 6
710504 Registration	-00.006		-00.006	i			2.5	3
710505 Rental Equipment					469.00		469 00	
710506 Dept Insurance Deductible	273.40		273.40					
710507 Network and Data Lines	1,505.00	1,750.80	245.80-	116	455.00	2,433.52	1 978 52	535
710508 Telephone Land Lines	18,459.00	11.019.87	7.439.13	09	24 270 00	12 787 08	11 482 02	3 8
710509 Seminars and Meetings	8,050.00	3,398.00	4.652.00	42	34.897.00	26 130 50	8 766 50	3 4
710512 Auto Expense	14,793.00	6.974.48	7.818.52	47	20 542 00	7 858 00	12 684 00	2 8
710519 Cellular Phone	462.00	594.70	132.70-	129	2.178.00	804 90	1 373 10	3 6
710529 Dues	1.550.00	819.00	731.00	2	2 050 00	00.430	1,073.10	5 5
	5.935.00	2.792.13	3 142 87	24	00001	2 008 16	0,102,1	1
	29.997.00	28 714 72	1 282 28	- 6	00 000 00	22 208 62	2,900.10-	7
	350.00		350.00	3	450.00	56,500,50	-50.012,0	=
		459 00	459.00-		200		450.00	
			00:00			PO 8	0.01	
710703 Biologicals	286.952.00	100.519.58	186.432.42	35	282 109 61	171 456 13	110.852.48	
710714 Referral Services	11,300.00	570.76-	11.870.76	က်	8,700.00	3 885 00	4 815 00	2 4
710721 Outpatient	109.576.00	75.748.52	33.827.48	69	140 067 88	78 424 60	81 6/3 28	2 4
710872 Food Purchases	1,945.00	1,055,50	889.50	12	1.850.00	1 278 47	571 53	3 8
711010 Utilities		228.00	228.00-	· ·		i		3
711113 Equip Srv Replace	1,397.28	1,321.11	76.17	98	1,800.00	1.473.02	326.98	8
	904.60	252.16	652.44	78	3,129.54	1,077.97	2.051.57	8
711115' Equip Srv Motor Pool	4,870.00	345.00	4,525.00	7	320,00	712.50	392.50-	223
71117 ESD Fuel Charge	538.69		538.69					
	21,861.00	16,395.66	5,465.34	75	21,675.00	16,256.25	5,418.75	75
711210 Travel	39,432.50	6,442.63	32,989.87	16	54,991.00	13,359.57	41,631.43	24
711504 Equipment nonCapital	6,828.00	5,323.05	1,504.95	78	5,017.00	1,831.39	3,185.61	37
	1,301,262.01	703,879.09	597,382.92	24	1,511,485.48	973,301.66	538,183.82	49
** Expenses	6,371,067.85	4,047,779.41	2,323,288.44	24	6,918,226.20	5,028,335.56	1,889,890.64	73
*** otal	2,800,899.16	1,935,534.04	865,365.12	69	3,345,003.20	2,988,634.83	356,368.37	89

99,000 00 99,889,80 0 215,000 00 121 100 00 10 10 100 00 10 10 100 00 10 10	Environmental Permits Pool Permits RV Permits RV Permits RV Permits Frood Service Permits Water Company Permits ISDS Permits Special Event Permits IsDS Permits Special Event Permits Initial Applic Fee s and Permits Federal Grants Federal Grants Tire Fee NRS 444A.090 Femmental Services to Other Agencies Water Quality IT Overlay Other Healt Service Charges Food Service Charges Food Service Charges Food Service Charges Food Service Charges Food Service Charges Food Service Charges Food Service Charges Food Service Charges Food Service Charges Food Service Charges Food Service Charges Food Service Charges Food Service Charges Food Service Charges Food Service Charges Food Service Charges Food Service Charges Food Services Fo	35,244.00- 39,898.00- 8,349.00- 275,398.00- 23,101.00- 4,387.00- 33,084.85- 54,623.20- 22,418.00- 496,503.05- 151,581.77- 37,750.00- 299,675.99- 489,007.76-	_		90,521.21-	8.79- 9.00-	72 72
Pool Permits 33,000.00 83,989.00 12,157.00 12,	Pool Permits RV Permits RV Permits Food Service Permits Wat Well Const Perm Water Company Permits ISDS Permits Special Event Permits Initial Applic Fee s and Permits Initial Applic Fee s and Permits Initial Applic Fee s and Permits Initial Applic Fee Services to Other Agencies Water Quality IT overlay Other Healt Service Charges Federal Grants Services to Other Agencies Water Quality IT overlay Other Healt Service Charges Food Service Certification Eng Serv Health Plan Review - Pools & Spas Plan Review - Vector Plan Review - Vector Plan Review - Vector Plan Review - Vector Plan Review - Vector Plan Review - Vector Plan Revenue Education Revenue Education Revenue Stor Services Reimbursements Other Misc Govt Rev Inneous Holiday Work Contractual Wages Incentive Longevity Overtime Standby Pay	39,898.00- 8,349.00- 275,398.00- 23,101.00- 4,387.00- 33,084.85- 54,623.20- 22,418.00- 496,503.05- 151,581.77- 37,750.00- 299,675.99- 489,007.76-	-		68,331.00-	31,669.00-	7 8
Note that service Permiss 10,500.000 73,5389.00 78,027.01	RV Permits Food Service Permits Wat Well Const Perm Water Company Permits ISDS Permits Special Event Permits IsDS Permits Special Event Permits Initial Applic Fee s and Permits Federal Grants State Grants State Grants State Grants State Grants State Grants State Grants State Grants State Grants State Grants State Grants The Fee NRS 444A.090 Genmental Services to Other Agencies Water Quality IT Overlay Other Healt Service Charges Food Service Certification Eng Serv Health Plan Review - Pools & Spas Plan Review - Vector Plan Review - Vector Plan Review - Vector Plan Review - Vector Plan Review - Vector Plan Revenue Fould Care Inspection Pub Accomod Inspecti Child Care Inspection Pub Accomod Inspection Education Revenue Stor Services Reimbursements Other Misc Govt Rev Ineous Holiday Work Contractual Wages Incentive Longevity Overtime Standby Pay	8,349.00- 275,398.00- 23,101.00- 4,387.00- 33,084.85- 54,623.20- 22,418.00- 496,503.05- 151,581.77- 37,750.00- 299,675.99- 489,007.76-			12,660,00	-00.800,10	č
The Consider Permits 355,000.00- 275,389.00 Tig 902.00- 77,000.00-	Food Service Permits Wat Well Const Perm Water Company Permits ISDS Permits Special Event Permits Initial Applic Fee s and Permits Initial Applic Fee s and Permits Initial Applic Fee s and Permits Initial Applic Fee s and Permits Federal Grants State Grants State Grants State Grants State Grants IT overlay Other Healt Service Charges Food Service Certification Eng Serv Health Plan Review - Food Services Plan Review - Vector Plan Review - Vector Plan Review - Vector Plan Review - Vector Plan Revenue Child Care Inspection Education Revenue Stor Services Stor Services Stor Services Stor Services Base Salaries Pooled Positions Holiday Work Contractual Wages Incentive Longevity Overtime Standby Pay Call Back	275,398.00- 23,101.00- 4,387.00- 33,084.85- 54,623.20- 22,418.00- 496,503.05- 151,581.77- 37,750.00- 299,675.99- 489,007.76-				100000	3 ?
West Vel Connects Perm 4,000.00 23,443.00 3,443.	Wat Well Const Perm Water Company Permits ISDS Permits Special Event Permits Initial Applic Fee s and Permits State Grants State Grants State Grants Tire Fee NRS 444A.090 remmental Services to Other Agencies Water Quality IT Overlay Other Healt Service Charges Food Service Certification Eng Serv Health Plan Review - Pools & Spas Plan Review - Food Services Plan Review - Vector Plan Review - Vector Plan Review - Vector Plan Review - Vector Plan Review - Vector Plan Review - Vector Plan Review - Start Child Care Inspection Education Revenue Stor Services Reimbursements Other Misc Govt Rev nneous e Base Salaries Holiday Work Contractual Wages Incentive Longevity Overtime Standby Pay Call Back	23,101.00- 4,387.00- 33,084.85- 54,623.20- 22,418.00- 496,503.05- 151,581.77- 37,750.00- 299,675.99- 489,007.76-			-00.000.10-	2,340.00-	8 4 —
Vale Company Permits Company Company Permits Permits Company Permits	Water Company Permits ISDS Permits Special Event Permits Special Event Permits Initial Applic Fee s and Permits State Grants State Grants State Grants State Grants State Grants Tire Fee NRS 444A.090 ernmental Services to Other Agencies Water Quality IT Overlay Other Healt Service Charges Food Service Certification Eng Serv Health Plan Review - Pools & Spas Plan Review - Pools & Spas Plan Review - Pools & Spas Plan Review - Vector Plan Review - Vector Plan Review - Vector Plan Review - Vector Plan Review - Vector Plan Review - Vector Plan Review - Stark Child Care Inspection Education Revenue Stor Services Reimbursements Other Misc Govt Rev nneous e Base Salaries Holiday Work Contractual Wages Incentive Longevity Overtime Standby Pay	23,101.00- 4,387.00- 33,084.85- 54,623.20- 22,418.00- 496,503.05- 151,581.77- 37,750.00- 299,675.99- 489,007.76-			307,463.00-	102,537.00-	75
Signate Signature Signat	Special Event Permits Special Event Permits Special Applic Fee s and Permits State Grants State Grants State Grants State Grants Tire Fee NRS 444A.090 Federal Grants Tire Fee NRS 444A.090 Federal Grants Tire Fee NRS 444A.090 Federal Grants Tire Fee NRS 444A.090 Federal Grants Tire Fee NRS 444A.090 Federal Grants Tire Fee NRS 444A.090 Federal Grants Tire Fee NRS 444A.090 Federal Grants Tire Fee NRS 444A.090 Federal Grants Tire Fee NRS 444A.090 Federal Grants Federal G	33,084.85- 54,623.20- 22,418.00- 496,503.05- 151,581.77- 37,750.00- 299,675.99- 489,007.76-			21,007.00-	18,993.00-	23
Special Event Permits 35,000.00 50,000.00 50,000.00 65,000.00 65,000.00 50,0	Special Event Permits Initial Applic Fee s and Permits Federal Grants Federal Grants Federal Grants Tire Fee NRS 444A.090 Fornmental Services to Other Agencies Water Quality IT Overlay Other Health Plan Review - Pools & Spas Plan Review - Pools & Spas Plan Review - Pools & Spas Plan Review - Food Services Plan Review - Vector Plan Review - Vector Plan Review - Vector Plan Review - Vector Plan Review - Vector Plan Review - Vector Plan Review - Nools & Spas Plan Review - Vector Plan Review	33,084,85- 54,623.20- 22,418.00- 496,503.05- 151,581.77- 37,750.00- 299,675.99- 489,007.76-			7,424.00-	17,576.00-	99
Sample	S Spas ation 3 3 3 3 3 3 3 3 3 3 3 3 3 3 3 3 3 3 3	54,623.20- 22,418.00- 496,503.05- 151,581.77- 37,750.00- 299,675.99- 489,007.76-			61,648.00-	63,352.00-	49
38 000.00 22 48 00.00 22 98 68 55 68 900 000.00 20 900.00 66 66 68 77. 66 66 68 77. 67 200.00 66 66 68 77. 67 200.00 67 20 900.00 66 66 68 77. 68 20 00.00 77.200.00<	encies Sharges ation 3 Services Services 3 3 3 3 3 3 3 3	22,418.00- 496,503.05- 151,581.77- 37,750.00- 299,675.99- 489,007.76-			62,539.00-	17,461,00-	78
277,600,000 446,503.04	encies encies Sharges ation A Spas services tr 1,8 3,3,3,3	496,503.05- 151,581.77- 37,750.00- 299,675.99- 489,007.76-			20.800.00-	20 800 00	?
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90 37.5500.00	encies Charges ation 3 3 3 4 1,8 1,8 1,8 3,3,3,3,3,3,3,3,3,3,3	37,750.00- 299,675.99- 489,007.76-			146 654 18.	130 346 021	- 6
900 370,534,52- 299,75.99- 70,886.53- 81 415,000.00- 461,472.27- 109,365.10- 149,390.03- 461,472.27- 109,365.10- 149,390.03- 1	990 37 Parities attion 9 8 Spas 3 8 Spas 3 10 11,80 11,80 9 9 9 9 9 9 9 9 9 35	299,675.99- 489,007.76-			38 250 00-	37,043,62-	3 2
T22.534.52- 489,007.76- 233,526.76- 68 7767,280.00- 461,487.27- 280.00- 121,001.00- 24,55.00- 45,500.00- 140,000.00- 24,500.00- 41,761.00- 41,7	## 1,80 ## 3 ## 3 ## 3 ## 3 ## 3 ## 3 ## 3 ##	489,007.76-			276 583 00.	128 446 04	0 0
Harges B,000,00- 81,465,00- 39,536,00- 67 150,0000- 5,543,00- 30,505,00- 117,761,00- 3,543,00- 43,560,00- 43,560,00- 43,560,00- 43,560,00- 43,560,00- 43,500,00- 44,400	encies Charges attion R Spas 3 R Spas 3 R Spas 3 R Spas 3 R Spas 9 R Spas 3 R Spas 4 R Spas 5 R Spas 5 R Spas 6 R Spas 7 R Spas 6 R Spas 6 R Spas 7 R		_		461 487 27	100,410.91	5 6
Total Color of the color of the	tharges ation 9 8 Spas 3 35 5 5 5 5 9 9 9 9 9 9 9 9 9 9 9 9 9				-12:104,104	503,702.73	3;
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3,000.00 - 16,110.15 - 13,888 - 54 40,000.00 - 4,74.00 - 40,573.00 - 40,573.00 - 40,000.00 - 45,920.00 - 45,920.00 - 45,920.00 - 45,920.00 - 45,920.00 - 45,920.00 - 45,920.00 - 45,920.00 - 11,088.00 - 11,088.00 - 11,088.00 - 173	35 Services 35 35 35 36 35 3 3 3 3 3 3 3 3 3 3 3 3	-00.000.00			99,354.00-	-50,646.00-	83
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444.00 9,000.00 6,016.00 2,984.00 3,408.00 3,408.00 3,408.00 3,408.00 3,408.00 3,408.00 3,408.00 3,408.00 3,408.00 3,408.00 3,408.00 3,408.00 3,408.00 3,408.00 3,209.40 1,805,535.52 1,191,429.96 1,500.00 2,340.13 4,191,429.41 3,386.37 1,500.00 2,340.00 2,340.10 3,408.00 3,408.	35 35 3 3 3 3 3 3 3 3 3 3 3 3 3 3 3 3 3	-53,427.00-			45,920.00-	29.080.00-	. 6
9,000.00- 6,016.00- 2,984.00- 67	tt. 35 2 35 2 3 3 3 3 3 3 3 3 3 3 3 3 3 3 3	414.00-	414.00				5
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356,501.00- 205,596.15- 150,904.85- 58 519,365.10- 294,975.29- 150,904.85- 150,904.85- 58 519,365.10- 294,975.29- 150,904.85- 150,904.85- 58 519,365.10- 294,975.29- 150,904.85- 1,300- 173.00		11,088.00-					
356,501,00- 205,596.15- 150,904.85- 58 519,365.10- 294,975.29- 150.00- 173.00-	- 6	3.408.00-					
1,805,535.52	-	205,596,15-			00 370 000	20 000	ŀ
173.00- 173.00		150.00-			167.0 16,167	-10.806,422	ò
1,805,535.52	ns ages sevity	173.00-	173.00				
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3,399,403.84 2,135,473.16 1,263,930.68 63 3,324,778.61 2,367,828.95 99,097.00 6,626.67 23,470.33 74 125,737.00 47,342.53 1,900.90 2,90,097.00 846.49 65,626.67 23,470.33 74 125,737.00 47,342.53 846.49 65,626.67 23,470.33 74 125,737.00 17,113.35 14,544.61 28,853.83 45 55,000.00 22,890.36 35,000.00 24,890.36 35,000.00 3,000.00 3,358.97 21,031.55 10,046.59 10,046.59 10,046.59 10,046.59 10,046.59 10,046.59	ns ages gevity	1.191.429.96-			1 408 955 77	404 450 00	7
tions 90,097.00 66,626.67 23,470.33 74 125,737.00 47,342.53 1,175.92 47,342.53 74 1,500.00 47,342.53 74 1,500.00 47,342.53 74 1,500.00 7,113.35 74 1,175.92 47,342.53 74 1,500.00 7,113.35 74 1,500.00 7,113.35 74 1,175.92 47,342.53 74 1,500.00 7,113.35 74 1,175.92 7,113.35 74 1,175.92 7,113.35 7,113.3	Pooled Positions Holiday Work Contractual Wages Incentive Longevity Standby Pay Call Back	2.135.473.16			77.000,001,1	-55,09,757	5 i
th that the table of the table of table	Holiday Work Contractual Wages Incentive Longevity Overtime Standby Pay Call Back	66,626.67		<u></u>	77 242 53	30,948,00	- E
Wages 9,500.00 6,121.44 3,378.56 64 7,113.35 7,13.35 7,13.35 7,13.35 7,13.35 7,13.35 7,13.35 7,13.35 7,13.35 7,	Contractual Wages Incentive Longevity 5 Overtime 3 Standby Pay 3 Call Back	846.49			7.746.00	79.594.47	ર ૧
ngevity 52,100.00 23,246.17 28,853.83 45 53,900.00 23,773.08 34,288.00 19,743.39 14,544.61 58 55,000.00 24,890.36 3,000.00 3,356.97 21,031.55 21,031.55 21,046.59 36,15 500.15	Incentive Longevity 5 Overtime 3 Standby Pay 3 Call Back	6.121.44			1,170.92	324.08	20
34,288.00 19,743.39 14,544.61 58 55,000.00 20,162.11 30,000.00 24,894.10 5,005.90 83 35,000.00 24,890.36 3,000.00 3,358.97 112 5,000.00 2,683.29 304.20 21,031.55 10,046.59 10,046.59 10,046.59 10,046.59 21,031.55 560.15	Overtime 3 Standby Pay 3 Call Back	23 246 17			00.011,1	7,113.35	
30,000,00 24,994.10 5,005.90 83 35,000.00 24,890.36 3,000.00 3,358.97 35,000.00 2,683.29 36,000.00 2,683.29 304.20- 21,031.55 21,031.55 10,046.59 10,046.59 10,046.59 2314.88 53 1,308.006 14 20.000.00 2,000.00 2	Standby Pay 3 Call Back	19.743.39			20,173,00	30,126.92	4 6
stment 3,000,00 3,358.97 358.97 358.97 5,000.00 2,683.29 304.20 21,031.55 21,031.55 10,046.59 10,046.59 3619.584.64 2341.488.63 1,308.064 14 20.00000 2,683.29 24,030.000 2,683.29 2,683.29 3,619.584.64 2,341.488.63 1,308.064 14 2,341.488.63 1,308.064 14 2,341.488.63 1,308.064 14 2,341.488.63 1,308.064 14 2,341.488.63 1,308.064 14 2,341.488.63 1,308.064 14 2,341.488.63 1,308.064 14 2,341.488.63 1,308.064 14 2,341.488.63 1,308.064 14 2,341.488.63 1,308.064 14 2,341.488.63 1,3408.064 14 2,341.488.064 14 2,	Call Back	24,994.10			20,102.11	96.750,45	ં જં
stment 304.20- 21,031.55 21,031.55- 10,046.59 10,046.59 2314.88 53 1,38,05,15		3,358.97			06.090,52	10, 109.64	Ξ ;
Sick Pay-Term 21,031.55 21,031.55 10,046.59 10,046.59 10,046.59 560.15 560.15	Salary Adjustment				67.000,2	1/316,2	50
10,046.59 10,046.59- 3,619,584.64 2,341.488.63 1,386.05	Vac Payoff/Sick Pay-Term	21,031.55	21.031.55-		18 507 87	18 507 87	
3.619.584.64 2.341.488.53 1.13.8.70e.41 e.4 0.500.04.63	Comp Time	10.046.59	10.046.59-		10,207.07	-10,100,01	
		2 311 488 53			990.19	-cr.noc	

Accounts	2010 Plan	2010 Actuals	Balance	Act%	2009 Plan	2009 Actual	Balance	Ac+0/2
705110 Group Insurance	480,654.08	305,293.02	175,361.06	49	411.165.33	288 095 61	27 0	2 2
705210 Retirement	740,272.62	468,559.15	271,713.47	63	692,578,60	493.507.72	199 070 88	7.5
705230 Medicare April 1986	43,911.91	29,214.11	14,697.80	29	42,676.59	31,693.81	10.982.78	7.7
705320 Workmens Comp	18,535.00	13,901.13	4,633.87	75	20,800.00	15,526.56	5.273.44	75
705330 Unemply Comp	3,575.00	3,575.00		9	3,380.00	3,453.32	73.32-	102
* Employee Benefits	1,286,948.61	820,542.41	466,406.20	64	1,170,600.52	832,277.02	338,323,50	17
	179,930.29	76,491.00	103,439.29	43	131,160.62	62,185.08	68,975,54	47
	200:00	1,758.50	1,258.50-	352	150.00	414.00	264.00-	276
						1,208.31	1.208.31-	i
	87,300.00	45,507.56	41,792,44	52	104,700.00	62,716.05	41,983.95	09
	1,000.00	969.48	30.52	97	1,100.00	768.70	331.30	8 8
		17,802.29	17,802.29-		•		2	2
	23,593.05	8,957.89	14,635.16	88	14,392.81	10.557.24	3.835.57	73
	1,385.00	750.33	634.67	54	2,950.00		2.950.00	2
	2,000.00	•	2,000.00		2,000.00	201.74	1.798.26	1
						25.00	25.00-	?
	560,707.00	360,810.19	199,896.81	8	621,588.00	361.579.46	260.008.54	ζ.
	1,280.00	413.01	866.99	32	4,550.00	673.12	3.876.88	S 45
-	9,150.00	7,509.86	1,640.14	82	9,075.00	7.478.52	1 596 48	2 %
_	1,600.00	1,233.24	366.76	77	2,000.00	3.019,43	1.019.43-	151
_	2,900.00	6,655.59	755.59-	113	1,250.00	5.400.26	4.150.26-	432
	300.00	93.38	206.62	3	7,100.00	128.59	6,971.41	7
	100:00		100.00		100.00	108.60	8.60-	109
	800.00	12.76	787.24	7	3,400.00	3,289.79	110.21	97
	3,225.00	1,452.07	1,772.93	45	4,060.00	2,256.03	1,803.97	26
	2,335.00	1,965.00	370.00	<u>*</u>	3,135.00	2,430.00	705.00	78
		-			8,000.00		8,000.00	•
		450.00	420.00-			263.74	263.74-	
- '	3,200.00	1,750.80	1,449.20	22		2,831.24	2,831.24-	
	11,425.00	7,185.36	4,239.64	63	22,845.00	7,532.22	15,312.78	33
	11,200.00	5,337.00	5,863.00	48	15,850.00	4,640.00	11,210.00	53
7 10512 Auto Expense	375.00	60.78	314.22	16	320.00	55.56	294.44	16
	8,405.00	5,341.04	3,063.96	64	16,813.00	5,904.08	10,908.92	32
710525 Crodit Cood	896.00	1,214.00	318.00-	135	1,800.00	1,061.00	739.00	29
_	4,959.78	2,930.21	2,029.57	 62		265.98	265.98-	
	500.00	206.79	293.21	4	30,500.00	516.72	29,983.28	7
	1,700.00	1,094.08	605.92	49	1,950.00		1,950.00	
		444.40	444.40-					•
_	40,636.89	33,706.60	6,930.29	83	40,636.89	32,996.77	7,640.12	8
-	6,048.00		6,048.00		4,922.00	736.50	4,185.50	15
	67,963.08	64,525.04	3,438.04	92	78,780.00	68,820.60	9,959.40	87
	56,517.86	27,171.06	29,346.80	48	123,072.96	54,974.93	68,098.03	45
	2,000.00	5,290.00	1,710.00	92	18,500.00	3,195.00	15,305.00	17
	39,610.63	22,082.05	17,528.58	26				
711119 Prop & Liab Billings	19,085.00	14,313.78	4,771.22	75	15,028.00	11,270.97	3,757.03	75

Washoe y Health District Environmental Health Services Pds 1 - 9, FY 2010

	2010 Plan	2010 Actuals	Balance	Act%	2009 Plan	2009 Actual	Ralance	Arto/
711210 Travel	35 650 00	0 600 10	26.064.00	5	44.400.00	5555	201310	210
	00:00:00	01.000.10	70.108,02	44	44,130.62	8.175.63	35,960,99	5
711504 Equipment nonCapital	2,643.97		2,643.97	-	36,202,42	2 043 24	37 750 10	2 4
* Conjoco and Crimalian	1 700 007 7	0000			11:101:00	t3:0t0'3	01.60.10	0
od vices and outpiles	1,198,921.55	734,173.32	464,748.23	- 19	1.372.098.32	729.724.10	642 374 22	r T
** Expenses	A 105 AEA 90	20 100 220 0	11 010 000 0				77.1.0.710	3
	00.404.001.0	3,000,204.20	4,239,250.54	20	6,143,614,45	4.076.038.73	2 067 575 72	99
621001 Transfer From General	350 000 00-1	80 711 67	260 280 22	90	00 000		11:0:01:00:	3
i	00:000	10:1-1:00	-60.002,002	9	-00.000,000	-20.824.02-	270,571.98-	23
". Other Financing Src/Use	320,000.00-	89.711.67-1	260.288.33-[26	350 000 00-	70 428 02	270 274 00	ć
C+0_L ***	0000000	20 000 101 0			20:000	-20.02+167	2/0,3/1.90-	23
	0,949,919,26	2,585,062.63	1,364,856.65	92	3,586,999.35	2,587,754,94	999.244 41	72

Accounts	2010 Plan	2010 Actuals	Balance	Act%	2009 Plan	2009 Actual	Balance	Act%
431100 Federal Grants	3,414,126.66-	1.303.900.70-	2.110.225.96-	38	1 953 739 25-	839 163 24-	1 114 578 01	3 2
431105 Federal Grants - Indirect	31,540.00-	15,011.45-	16,528.55-	48		11.320.41-	11,320,41	?
* Intergovernmental	3,445,666.66-	1,318,912.15-	2,126,754.51-	38	1,953,739.25-	850,483,65-	1.103.255.60-	44
460511 Birth and Death Certificates	215,000.00-	163,719.00-	51,281.00-	9/	230,000.00-	163,218.20-	66.781.80-	7
* Charges for Services	215,000.00-	163,719.00-	51,281.00-	92	230,000.00-	163,218.20-	66,781.80-	7
485300 Other Misc Govt Rev		-00:06	90.00					
_		-00:06	90.06					
** Revenue	3,660,666,66-	1,482,721.15-	2,177,945.51-	41	2,183,739.25-	1,013,701.85-	1,170,037.40-	46
	1,123,682.40	730,318.18	393,364.22	65	1,128,945.85	729,102.45	399,843.40	65
	35,577.94	57,848.11	22,270.17-	163	54,341.12	42,299.05	12,042.07	78
701130 Pooled Positions	38,400.00	34,347.66	4,052.34	89				
701150 Contractual Wages	196,000.00	69,145.19	126,854.81	32	29,037.14	14,443.40	14.593.74	20
701200 Incentive Longevity	8,141.00	2,895.48	5,245.52	36	7.910,50	2.896.09	5.014.41	37
701300 Overtime	253,000.00	109,027.00	143,973.00	43	2,000.00	3,800.37	1.800.37-	190
701412 Salary Adjustment	64,406.92		64,406.92		26,900.35		26,900,35	· · ·
701413 Vac Payoff/Sick Pay-Term		6,377.91	6,377.91-			428.93	428.93-	
701417 Comp Time		14,848.44	14,848.44-	•				
* Salaries and Wages	1,719,208.26	1,024,807.97	694,400.29	9	1,249,134,96	792.970.29	456.164.67	83
705110 Group Insurance	140,445.78	100.711.69	39,734.09	72	135.468.26	78 043 98	57 424 28	8 8
705210 Retirement	250,368.19	157.784.78	92,583,41	63	244,226,49	155,798,76	88 427 73	3 2
705230 Medicare April 1986	15.824.28	13,305.02	2.519.26	84	16.553.27	10 543 29	80 000 9	5 &
705320 Workmens Comp	6,307.45	2.527.47	3.779.98	40	8,000,00	5 699 97	2,300,03	7 2
705330 Unemply Comp	1,170.00	1,160.00	10.00	8	1.300.00	1.235.00	65.00	. Q
705360 Benefit Adjustment	11,009.31	•	11,009.31					3
* Employee Benefits	425,125.01	275,488.96	149,636,05	92	405.548.02	251.321.00	154.227.02	63
710100 Professional Services	1,366,450.02	55,599.83	1,310,850,19	4	409.145.21	169.246.39	239.898.82	4 4
710105 Medical Services	100.00	732.00	632.00-	732	200.00		200.00	
710108 MD Consultants	12,000.00	7,000.00	5,000.00	28	12,000.00	8,000,00	4.000.00	67
710200 Service Contract	1,610.00	4,571.19	2,961.19-	284	00.009	851.78	251.78-	142
710205. Repairs and Maintenance	00:009	942.00	342.00-	157	1,233.00	299.75	933.25	24
		9,000.00	-00.000,6			00.000,6	-00.000'6	•
	93,666.88	16,493.05	77,173.83	18	45,397.85	22,540.12	22,857.73	22
	2,300.30	1,890.38	409.92	82	3,362.98	1,722.36	1,640.62	52
	19,102.26	7,628.52	11,473.74	9	10,279.55	10,617.07	337.52-	103
	2,663.00	1,700.49	962.51	64	1,799.50	1,191.03	608.47	99
	12,400.44	1,545.39	10,855.05	12	1,351.57	2,208.66	857.09-	163
	-				3,700.00		3,700.00	
	31,826.00		31,826.00		3,620.00	3,791.60	171.60-	105
	24,573.00	12,432.13	12,140.87	51	9,029.48	3,743.44	5,286.04	41
	1,000.00	869.00	131.00	87				
		350.16	350.16-			355.43	355.43-	
	10,124.05	3,257.25	6,866.80	32	2,680.48	3,839.09	1,158.61-	143
	1,220.00	1,380.00	160.00-	113	6,249.00	2,380.00	3,869.00	88
	236.14	1,170.18	934.04-	496	1,003.18	678.64	324.54	89
710519 Cellular Phone	280.00	1,913.54	1,333.54-	330	00.989	1,261.01	575.01-	184

Accounts	2010 Plan	2010 Actuals	Balance	Act%	2009 Plan	2009 Actual	Balance	Act%
710529 Dues	640.00	20.00	290.00	8	40.00	290.00	550.00-	1 475
710535 Credit Card Fees		544.86	544.86-					
710546 Advertising	700.00	1,126.39	426.39-	161	334.52		334.52	
710585 Undesignated Budget	31,540.05		31,540.05					
710590 Bad Debt Expense		390.00	390.00-					
710620 LT Lease-Equipment				-	5,940.00	2.971.00	2.969.00	25
710703 Biologicals	4,300.68	224.22	4,076.46	Ω.	4,900.00	34.95	4,865.05	3 -
710721 Outpatient	3,000.00	523.04	2,476.96	17	3,000.00	2,972,49	27.51	66
711010 Utilities		1,071.00	1,071.00-				i i	3
711114 Equip Srv O & M		504.75	504.75-			470.38	470.38-	
711115 Equip Srv Motor Pool	200.00	62.50	137.50	31	100:00	75.00	25.00	7.5
71117 ESD Fuel Charge	1,200.00		1,200.00					?
711119 Prop & Liab Billings	6,246.00	4,684.50	1,561.50	75	5,491.00	4,118.31	1.372.69	75
711210 Travel	54,281.00	4,368.22	49,912.78	80	33,453.60	11,315.94	22,137.66	34
711504 Equipment nonCapital	61,364.14	117,868.94	56,504.80-	192	57,061.61	27,898.93	29,162.68	49
* Services and Supplies	1,743,923.96	259,893,53	1,484,030.43	15	622,658.53	292,173,37	330,485.16	47
781004 Equipment Capital	279,716.50	87,704.12	192,012.38	3	404,326.00	83,688.59	320,637,41	. 2
* Capital Outlay	279,716.50	87,704.12	192,012.38	31	404,326.00	83,688.59	320,637.41	2
** Expenses	4,167,973.73	1,647,894.58	2,520,079.15	40	2,681,667.51	1,420,153.25	1,261,514.26	33
*** Total	507,307.07	165,173.43	342,133.64	33	497,928.26	406,451.40	91,476.86	82



WASHOE COUNTY

"Dedicated To Excellence in Public Service" www.washoecounty.us

4.22.10 HEENDA # 11

CM/ACM

	CIVITACIVI
	Finance
STAFF REPORT	DA
BOARD MEETING DATE: April 13, 2010	Risk Mgt
	HR_
	Other

DATE:

April 5, 2010

TO:

Board of County Commissioners

FROM:

John Sherman, Finance Director

THROUGH: Katy Simon, County Manager

SUBJECT: Fiscal Year 2010/11 budget update and direction on the alternative plan should the \$11.4 million in sustainable labor costs not be attained. (All **Commission Districts**)

SUMMARY

Washoe County's Fiscal Year 2010/11 Budget Balancing Plan to close an estimated \$24.7 million deficit is comprised of three strategies:

- 1. Reduce operating budgets by \$7.8 million;
- 2. Redirect revenues to the General Fund and use reserves totaling \$5.25 million; and
- 3. Achieve \$11.4 million in sustainable labor cost savings.

For the past three weeks, the Board has been hearing budget presentations from departments on the \$7.8 million component of the Balanced Plan. In addition, on March 23rd, the Board directed staff to begin the steps necessary for the redirection of revenues. The last component of the budget balancing plan is attaining the estimated \$11.4 million in sustainable labor cost savings.

If an estimated \$11.4 million is sustainable labor cost savings are not achieved through collective bargaining, the County will be required to implement substitute budget reductions to balance the budget for Fiscal Year 2010/11. Therefore, an alternative budget reduction plan for this contingency should be developed.

County Priority supported by this item: Improve efficiency and financial stability of Washoe County

PREVIOUS ACTION

January 26, 2010 Board direction of Balance Plan to address Fiscal Year 2010/11

budget deficit of \$24.7 million

Board direction to redirect \$3.25 million in revenues back to the March 23, 2010

General Fund beginning Fiscal Year 2010/11

March 29, 2010	Department Budget Hearings on Fiscal Year 2010/11 budget plans including \$7.8 million in reductions to operating budgets
April 5, 2010	Department Budget Hearings on Fiscal Year 2010/11 budget plans including \$7.8 million in reductions to operating budgets
April 12, 2010	Department Budget Hearings on Fiscal Year 2010/11 budget plans including \$7.8 million in reductions to operating budgets

BACKGROUND

Washoe County's Fiscal Year 2010/11 Budget Balancing Plan to close an estimated \$24.7 million deficit is comprised of three strategies:

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- 2. Redirect revenues to the General Fund and use reserves totaling \$5.25 million; and
- 3. Achieve \$11.4 million in sustainable labor cost savings.

For the past three weeks, the Board has been hearing budget presentations from departments on the \$7.8 million component of the Balanced Plan. In addition, on March 23rd, the Board directed staff to begin the steps necessary for the redirection of revenues. The last component of the budget balancing plan is attaining the estimated \$11.4 million in sustainable labor cost savings.

Attaining the sustainable labor cost savings is subject to collective bargaining pursuant to NRS 288. When the Balanced Plan approach was approved by the Board on January 26, 2010, it was anticipated that the timeframes to negotiate the labor cost savings would not align with the statutory timeframes to submit a balanced budget to the State by June 1, 2010.

If an estimated \$11.4 million in sustainable labor cost savings are not achieved through collective bargaining, the County will be required to implement substitute budget reductions to balance the budget for Fiscal Year 2010/11. Therefore, an alternative budget reduction plan for this contingency should be developed. This alternative plan should also be consistent with the State Budget Document in which the County submits its balance budget to the State for June 1, 2010, should the labor cost savings not be achieved by then.

It has been the Board's direction that labor concession be applied consistently among all represented and non-represented employees. Therefore, staff seeks general direction from the Board to develop the alternative plan to further reduce departments' budgets based on the reductions that would have been achieved had labor concession been applied consistently among all employee groups, represented and non-represented. Based on the Board's general direction, staff will bring back to Board on April 27th the specific details on how the plan will be developed.

FISCAL IMPACT

There is no direct fiscal impact with this item. Any fiscal impact related to Board direction would be incorporated into the proposed budget for Fiscal Year 2010/11.

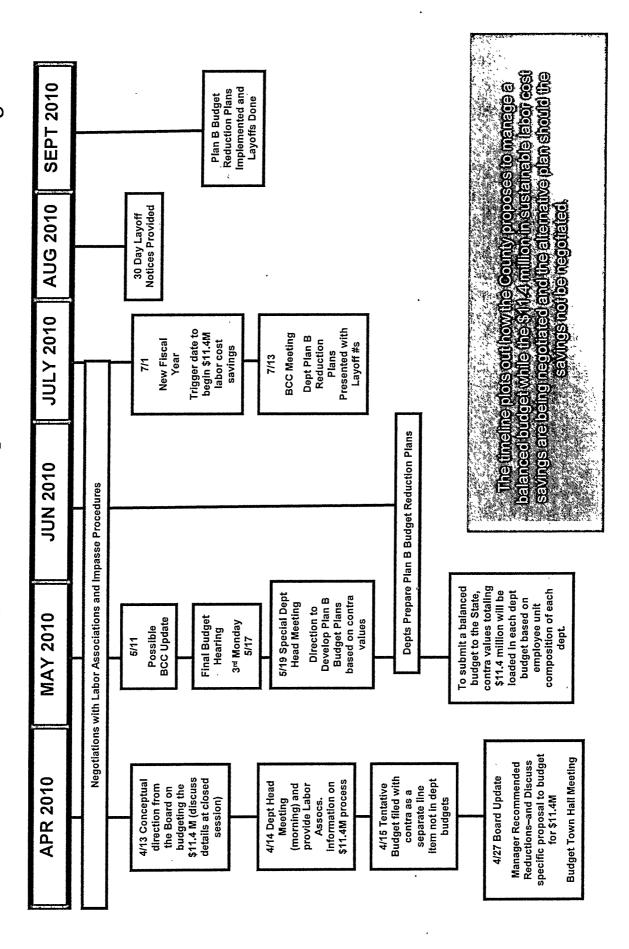
RECOMMENDATION

It is recommended the Board direct staff to develop the alternative plan should the \$11.4 million in sustainable labor costs not be attained.

POSSIBLE MOTION

Should the Board agree with Staff's recommendation, a possible motion would be: Move to direct staff to develop the alternative plan should the \$11.4 million in sustainable labor costs not be attained.

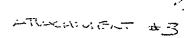
Timeline for Budgeting and Achieving \$11.4 Million in Labor Savings





Dept Head Meeting 4-14-10 Handouts (Updated and Revised).xls

Proportional Allocation of Sustainable Labor Cost Plan Reductions by Each Employee Unit	inable Labor	Cost Plan	Reductions by	Each Employee
	FY 10/11			.^
	Estimated Personnel			
Employee Grouping	Costs (as of	% of Total	Allocation of \$6.9	Allocation of \$6.9 Allocation of \$11.4
Attorneys	10,955,944	5.7%	391,696	647.149
Attorneys Confidential	2,816,383	1.5%	100,691	166,359
Deputies NonSupervisory	40,004,699	20.7%	1,430,244	2,363,011
Deputies Supervisory/Chief Deputies	11,752,302	6.1%	420,167	694,189
District Court/Law Library	13,491,777	7.0%	482,357	796,937
Elected Officials	3,362,943	1.7%	120,232	198,643
DA Investigators/Chief Investigator	1,557,088	0.8%	699'55	91,975
Justice Courts	4,952,223	2.6%	177,051	292,520
Juvenile Services	12,185,815	6.3%	435,666	719,796
Nurses NonSupervisory (GF only)	114,718	0.1%	4,101	6,776
WCEA NonSupervisory	. 55,024,482	28.5%	1,967,229	3,250,205
WCEA Supervisory	27,894,240	14.5%	997,272	1,647,667
Management	3,814,227	2.0%	136,366	225,300
Confidential	5,069,940	2.6%	181,260	299,473
Totals	192,996,781	100.0%	6,900,000	11,400,000
Important Note: This data will be updated based on the final personnel cost plan that will be used for the Adopted Fiscal Year 2010/11.	ed based on the	e final perso	nnel cost plan that	will be used for



"Plan B" Budget Reduction Targets by Department Based on Proportional
Allocation of Needed Personnel Cost Savings for the Employee Groups in the
Department

"Plan B" Budget Reduction Target to
Reduction Target to .
General Fund Load in Dept Budget
Alternate Public Defender \$ (101,286)
Alternative Sentencing \$ (35,628)
Assessor \$ (325,508)
Board of County Commissioner \$ (26,019)
Child Protective Services No Labor Costs in GF
Community Development \$ (128,340)
Community Support Labor Costs included in County Manager
Conflict Counsel No Labor Costs
Coroner \$ (86,172)
County Clerk \$ (76,916)
County Manager \$ (140,316)
County Recorder \$ (111,587)
District Attorney \$ (935,622)
District Court \$ (796,937)
Finance Department \$ (187,406)
Fire Suppression Labor Costs included in County Manager
Health Fund No Labor Costs in GF
Human Resources \$ (89,577)
Incline Constable \$ (9,443)
Incline Justice Court \$ (21,207)
Juvenile Services \$ (729,612)
Law Library Included with District Court
Library Department \$ (517,673)
May Foundation No Labor Costs in GF
Public Administrator \$ (42,394)
Public Defender \$ (402,092)
Public Guardian \$ (84,569)
Public Works \$ (684,858)
Regional Parks and Open Space \$ (236,383)
Regional Water Planning No Labor Costs in GF
Registrar of Voters \$ (27,747)
Reno Justice Court \$ (242,501)
Senior Services No Labor Costs in GF
Sheriff's Department \$ (4,374,468)
Social Services- Admin Only \$ (229,255)
Sparks Justice Court \$ (114,394) ·
Technology Services \$ (522,188)
Treasurer \$ (105,817)
Wadsworth Justice Court \$ (14,088)
Grand Total \$ (11,400,000)

Important Note: The "Plan B" targets will be updated and adjusted as needed based on the final personnel cost plan for the adopted budget and labor cost savings needed to balance the budget. The final Plan B targets will be provided at the May 19, 2011 Special Department Head Meeting.



Washoe County Health District

STAFF REPORT BOARD MEETING DATE: April 22, 2010

DATE:

April 9, 2010

TO:

District Board of Health

FROM:

Steve Kutz, Public Health Nursing Supervisor, Washoe County Health

District 775-328-3759, skutz@washoecounty.us

THROUGH: M. A. Anderson, MD, MPH, District Health Officer

SUBJECT: Proclaim April 24 through May 1, 2010 as Give Kids a Boost Week and adopt the attached Proclamation.

SUMMARY

Proclaim April 24 through May 1, 2010 as Give Kids a Boost Week and adopt the attached Proclamation. Reducing vaccine preventable diseases and unintentional injuries is a community concern addressed through public awareness and provision of immunizations, with an emphasis on collaboration and cooperation with community partners.

Goal supported by this item: Approval of this donation supports the Health District to promote public health by reducing unintentional injuries and vaccine preventable disease through immunization.

PREVIOUS ACTION

There has been no action taken this fiscal year.

BACKGROUND

The Washoe County Health District participates in and provides Public Health staff and operating supplies for immunization activities and injury prevention awareness. Proclamations from city, county and state agencies and offices are an important part of raising public awareness about April 24 through May 1, 2010 being Give Kids a Boost Week and about the physical, mental and financial impact unintentional injuries and vaccine preventable diseases has on children, families and our communities.

AGENDA ITEM # ______

FISCAL IMPACT

There is no fiscal impact associated with adopting this Proclamation.

RECOMMENDATION

Staff recommends that the Washoe Board of County Commissioners proclaim April 24 through May 1, 2010 as Give Kids a Boost Week and adopt the attached Proclamation.

POSSIBLE MOTION

Move to Proclaim April 24 through May 1, 2010 as Give Kids a Boost Week and adopt the attached Proclamation.

PROCLAMATION

WHEREAS, Children are our brightest promise for the future, making their health, safety and well being essential to the prosperity and success of Washoe County; and

WHEREAS, The Northern Nevada Immunization Coalition, Safe Kids Washoe County and Nevada Covering Kids and Families promote prevention of childhood injury, vaccine-preventable disease, and access to affordable health insurance by uniting diverse groups into local and state coalitions, developing innovative educational tools and programs, initiating public policy changes, and raising awareness through the media; and

WHEREAS, Unintentional injury is the number one killer of children ages 1 to 14 in the U.S. and each year, more than 6 million unintentional injuries in children under 14 are reported including falls, bike injuries, motor vehicle occupant injuries, fires and burn injuries, and poisonings; and almost all of these injuries and deaths are preventable; and

WHEREAS, Vaccines are among the most successful and cost-effective public health tools available for preventing disease and death; more than 30,000 children's lives are saved annually; and

WHEREAS, Vaccines not only help protected individuals, but also help protect entire communities by preventing and reducing the spread of infectious diseases; and

WHEREAS, Thousands of uninsured children in the state of Nevada are eligible but not enrolled in free or low cost health insurance programs; and

WHEREAS, To keep Nevada's children safe and healthy, the week of April 24 through May 1, 2010 is declared Give Kids a Boost Week; and therefore let it be

PROCLAIMED, By the WASHOE DISTRICT BOARD OF HEALTH that April 24 through May 1, 2010 be recognized as Give Kids a Boost Week in Washoe County; and call upon all Washoe County residents to join in supporting the efforts and activities of the Northern Nevada Immunization Coalition, Safe Kids Washoe County and Nevada Covering Kids and Families, thereby preventing unintentional injuries and vaccine-preventable diseases and strengthening the communities in which we live.

ADOPTED this 23 day of April, 2010

Dennis M. Humphreys, OD, Chairman



DISTRICT HEALTH DEPARTMENT

April 14, 2010

TO: District Board of Health

FROM: Erin Dixon, MS, Chronic Disease Program Coordinator

Jennifer M. Hadayia, MPA, Public Health Program Manager

SUBJECT: Update on Nevada Clean Indoor Air Act (NCIAA):

1. 2010 Compliance Assessment Results

2. Update on Statewide Regulations

3. New Tobacco Products

SUMMARY

The Nevada Clean Indoor Air Act (NCIAA) became state law on December 8, 2006 after passage by a majority of Nevada voters. Since the passage of the law, Health District staff have educated affected facilities and the general public regarding compliance and the benefits of smoking restrictions. At least annually, staff have conducted community-wide compliance assessments.

In the last year, several challenges have emerged to effective implementation of the NCIAA, including the elimination of criminal penalties for noncompliance by the Nevada Supreme Court and an additional exemption to the law added during the 2009 Nevada State Legislative Session. The Nevada State Health Division has also recently begun the process to adopt statewide NCIAA regulations. The Tobacco Industry continues to market new products in Nevada with the intent of circumventing smoking bans.

2010 COMPLIANCE ASSESSMENT RESULTS

Health District staff have conducted a scientific study of business adherence with the NCIAA annually. For the first time ever, Air Quality Management Division permitted facilities were included in the study in the same manner as food-permitted facilities generated from the Permits Plus database. The methodology was designed to create a compliance percentage that could be generalized across facility type, time, and geographic location. The results of the Spring 2010 assessments are as follows:

No evidence of smoking	No smoking signs
96.8%	57.9%
97 2%	45 8%

Air quality permitted facilities 97.2% 45.8%

As these results show, almost 100% of facilities permitted by the Health District and affected by

As these results show, almost 100% of facilities permitted by the Health District and affected by the NCIAA do not allow smoking. However, other aspects of the law are not being widely adhered to. Staff will continue to educate affected businesses about all requirements of the law as well as assess change in compliance over time.

UPDATE ON STATEWIDE REGULATIONS

Report to be provided during the Board meeting.

NEW TOBACCO PRODUCTS

Food permitted facilities

Several new nicotine-based products that are non-smoking and/or non-spit are now available in some Nevada markets and online. Examples include:

- Swallowable (non-spit) smokeless tobacco pouches or "Snus;"
- Dissolvable, aspirin-sized nicotine pills or "orbs;"
- Dissolvable nicotine strips and sticks; and
- Electronic nicotine inhalers or "eCigarettes/eCigs" available in the shape of cigarettes and pipes.

Several of these products are being actively marketed by the Tobacco Industry as alternatives to cigarette use in locations with public smoking bans. Typically, smoking rates decrease in communities following the implementation of a smoking ban, particularly among youth. The advent of these new products can potentially undermine the positive impact of smoking bans on cessation rates. Their emergence is also of concern due to the possibility of an increase in "dualusers," or individuals who smoke cigarettes and use smokeless products; in some cases, these new products are being marketed as cessation aids. Additional concern has recently been raised by the Food and Drug Administration that some of these products also circumvent tobacco advertising restrictions to youth due to their "candy-like" appearance.

Little is currently known about the rate of usage of these new products in Washoe County or nationwide; however, Health District staff monitor anecdotal accounts of new product usage and their marketing locally. Staff also work with community partners to facilitate voluntary expansions of the NCIAA to include bans on all tobacco and nicotine products.

ATTACHMENTS

1. Examples of New Tobacco Products

Examples of New Tobacco Products

"Snus" - Spit-free smokeless tobacco pouches





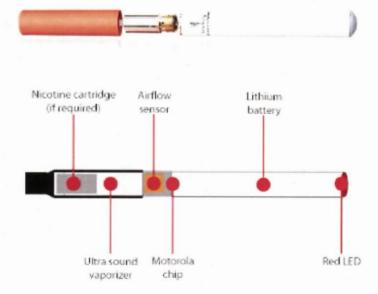
"Orbs" and films - dissolvable nicotine tablets, lozenges, and strips







"eCigarettes" - Electronic nicotine inhalers







DISTRICT HEALTH DEPARTMENT

April 14, 2010

MEMORANDUM

To: Members, Washoe County District Board of Health

From: Randall L. Todd, DrPH

Epidemiology and Public Health Preparedness (EPHP) Director

ubject: Report to the District Board of Health, April 2010

Communicable Disease -

<u>Influenza</u> - For the week ending April 3 (week 13) five of seven participating sentinel healthcare providers in Washoe County saw 63 patients presenting with influenza-like-illness (ILI) out of 3,727 total patients. This yields a total ILI percentage of 1.7%. This is below the regional baseline of 2.8%. By comparison the ILI percentage for U.S. sentinel providers during the previous week (12) was 1.6%. Regionally the ILI levels ranged from 0.4 to 3.3%. Laboratory surveillance continues to yield relatively few isolates that are positive for influenza.

<u>Gastroenteritis</u> – Communicable disease staff along with staff from the Environmental Health Services Division have dealt with a number of outbreaks in facilities with predominantly gastrointestinal symptoms. Standard protocols are being followed in responding to these.

Public Health Preparedness (PHP) Activities -

The PHP program in conjunction with partners from Community and Clinical Health Services has continued to offer H1N1 vaccinations on a walk-in basis on weekdays. The hours of operation have now been adjusted to coincide with those of the immunization clinic due to poor utilization during the evening hours. The days of operation have also been adjusted to coincide with those of the immunization clinic. PHP and Immunization staff are working with the Nevada State Health Division to implement a system to collect and safely dispose of unused and expired H1N1 vaccine.

Randall L. Todd, DrPH, Epidemiology and Public Health Preparedness Director



Washoe County Health District

April 22, 2010

TO:

District Board of Health Members

FROM:

Mary-Ann Brown, R.N., M.S.N.

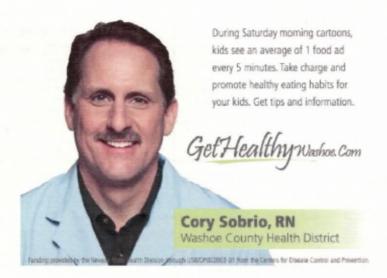
Division Director, Community and Clinical Health Services (CCHS)

SUBJECT:

- Get Healthy Washoe Tobacco Access and Child Nutrition 2010 Campaign
- Reports Provided to Commissioner Bonnie Weber on the Family Planning Program, Public Health Nurse Home Visitation, Program and Master Settlement Agreement Funded Tobacco Program
- 1. Get Healthy Washoe Tobacco Access and Child Nutrition 2010 Campaign

The CCHS Chronic Disease Program has initiated the **Get Healthy Washoe Tobacco Access and Child Nutrition 2010 Campaign**. The goal of the campaign is to reach out to people in the community through local experts beginning with two internal Health District professionals. The experts featured in the print, radio and TV spots will provide positive tips to reinforce healthy lifestyles and choices. The campaign will also direct individuals to the gethealthywashoe.com website for more information. If additional funding becomes available the campaign could be expanded to include other community experts on various topics. Below are copies of the print campaign materials.





2. Reports Provided to Commissioner Bonnie Weber on the Family Planning
Program, Public Health Nurse Home Visitation Program and Master
Settlement Agreement Funded Tobacco Program

Attached are program reports provided to Commissioner Bonnie Weber. Commission Weber requested program updates on the Family Planning Program, the Public Health Nurse Home Visitation Program and the Tobacco Program supported by Master Settlement funds at the Board of County Commissioner meeting March 23rd, 2010. These reports were given to Commissioner Weber on Friday, April 2nd 2010.

Candy Hunter for mary-Ann Brown
Mary-Ann Brown RN MSN

Division Director

Community and Clinical Health Services

Program History: Home Visitation

Historical Financial Data

Our Services

Public Health Nurses serve Washoe County families by:

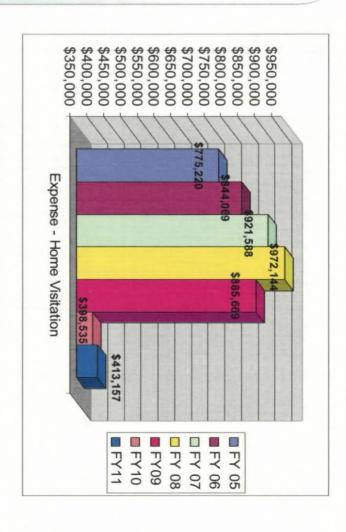
- Assessing health needs of individuals and families in their home environment
- Providing health education and resources to promote health and well-being
- Advocating for the health and safety of women, infants children and their families

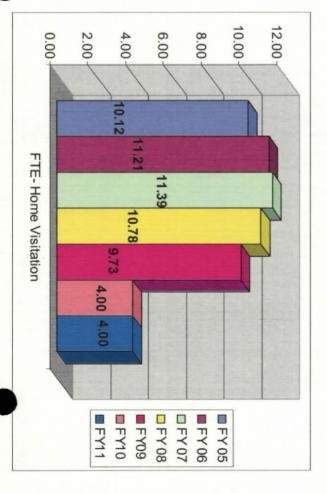
Our Clients

- Medically fragile infant or child (premature, congenital disorder, fetal drug exposure, low birth weight, failure to thrive, developmentally delayed)
- Acute or chronic health problem(s) all ages
- Prenatal or parenting adult with condition affecting parenting capacity (lacks medical home, teenager, depression or domestic violence history, cognitive impairment, medical condition)

Sample referrals:

- 20 year old single mother, pregnant and soon to be homeless, and her 6 week "failure to thrive" infant
- Parents on disability income for cognitive deficits (6th grade education level) with a newborn infant
- 15 year old pregnant teen with first child
- 31 year old female pregnant with her fourth child who used methamphetamines daily as well as tobacco





Past Services

1938 - 1990: Established WCHD with two PHNs, provided federal prenatal care program and skilled nursing services, communicable disease investigations, maternal and child health nursing services, care for Child Protective Services (CPS) cases

visitation, child abuse prevention services to high risk families and neonatal intensive care, communicable disease investigations, Kids to Senior Korner outreach, CPS Nurse consultant. Total annual referrals 1100-1200 with up to 7900 home visits annually by 15-20 PHNs

2004 – 2009: Collaborative with The Pregnancy Center; Nurse Family Partnership site application, training and brief implementation in FY09; CPS consultant; gastroschisis cluster investigation. Community work with 34 organizations for health education, services or advisor; re-established Northern

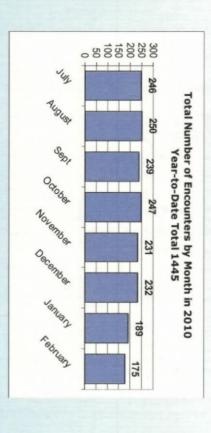
Current Services/Re-Design

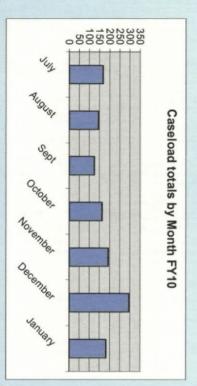
- Eliminated 7.4 PHN positions in Home Visitation for FY10
- Provide Home Visitation for approximately 500 high risk/high priority families at three acuity levels
- Safety net services for vulnerable populations
- Targeted adolescent services for children involved in juvenile justice system; child protective services; and probation and parole to establish medical homes and health plans, address critical needs and link to health resources
- Title V funding promotes access to early prenatal care to decrease poor birth outcomes (such as prematurity, low birth weight)
- Referrals for Home Visitation come from Washoe County Child Protective Services, Renown, St. Mary's Regional Medical Center, WIC, The Pregnancy Center, health clinics and other community agencies

Program Benchmarks

Ongoing productivity assessment and tracking has been implemented to assure effective and efficient provision of services. The following is tracked routinely:

- Number of encounters weekly
- Average encounters weekly by program
- Travel time
- Case conferences with community health care providers, telephone consultations
- Caseload levels
- Adherence to quality: standards of care for public health nursing practice





Emerging Issues

- Health care reform legislation in March 2010 includes \$1.5 billion in 5 year funding for new home visitation grants. It establishes the first dedicated, federal funding stream for early childhood home visitation programs.
- Nevada's Bureau of Child, Family and Community
 Wellness is conducting a statewide five year assessment
 to meet requirements of the Health Resources and
 Services Administration's (HRSA) Title V program.
 Results of the assessment will be used to fund direct
 care, enabling and population-based services in
 Nevada's communities, and ensure adequate state
 infrastructure. Washoe County Health District has been a
 recipient of Title V funding for many years in amounts
 ranging from \$50,000 to \$200,000 annually.

Program History: Family Planning

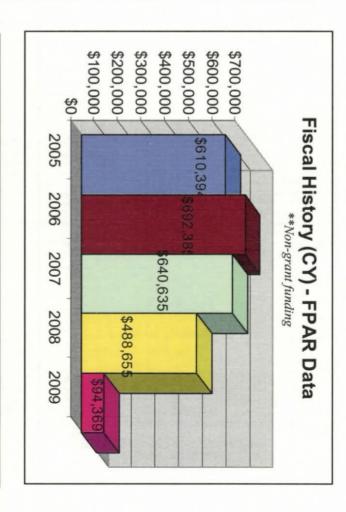
Historical Financial Data

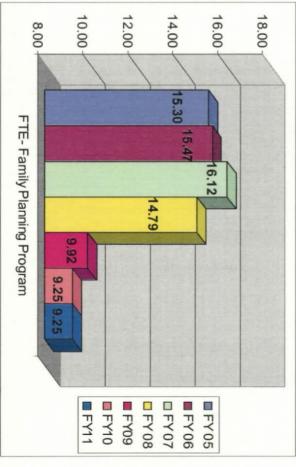
Current Services

- Health Screening:
- Routine gynecological exams
- Pap smears
- Breast cancer detection screenings
- Sexually transmitted Infection screening and treatment
- Information and methods of contraception and pregnancy testing.
- Education:
- Providing individuals the education they need to be sexually responsible
- Encouraging individuals to seek loving, stable relationships
- Counseling young people to delay having sex
- Encouraging all clients to use of contraception until ready and willing to be responsible parents.

Services No Longer Provided

- Minor illness treatment (adolescents only) as a part of a Title V grant provided by Nevada State Health Division.
 The program no longer receives Title V funding.
- Colposcopy and Loop Electro-Excision Procedure (LEEP) for abnormal Pap smear diagnosis and treatment.





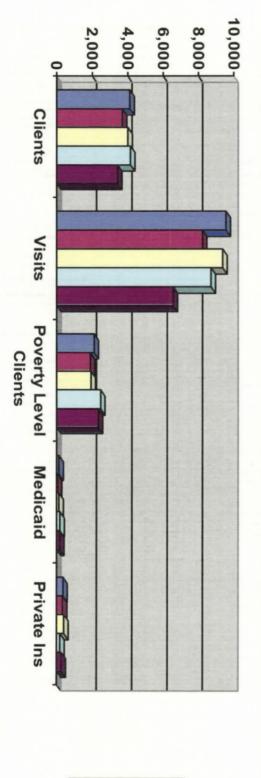
One Client's Story

A 30 year old client established with the Family Planning Clinic in 2007. An abnormal Pap smear was identified through the clinic. This required additional diagnostic services and due to the results of those tests a hysterectomy was required. Staff provided resource and referral information. The client received a hysterectomy in 2009 through the assistance of Access to HealthCare Network. She also received a number of additional supportive services during this time from the clinic including referrals to the Committee to Aide Abused Women and birth control until her surgery was completed. The surgery prevented the client from developing invasive cervical cancer that could have been life threatening.

Redesigned Services

- NEW MODEL OF CARE (initiated 7/08) was developed based on best practice recommendations from the Center for Health Training.
- Establish multidisciplinary team concept of Community Health Aide, Clinician, and clerical staff in a 1.5:1:1 ratio
- Community Health Aide to manage phone calls.
- Community Health Aide to initiate electronic forms to decrease charting time.
- Scheduling changes
- Reminder calls to increase client appointment show rate

Family Planning Annual Report Analysis (Calendar Year)





Program Benchmarks

Ongoing productivity assessment and tracking has been implemented to assure effective and efficient provision of services. The following is tracked routinely:

Clients per clinician per hour (See below)
Kept rates*

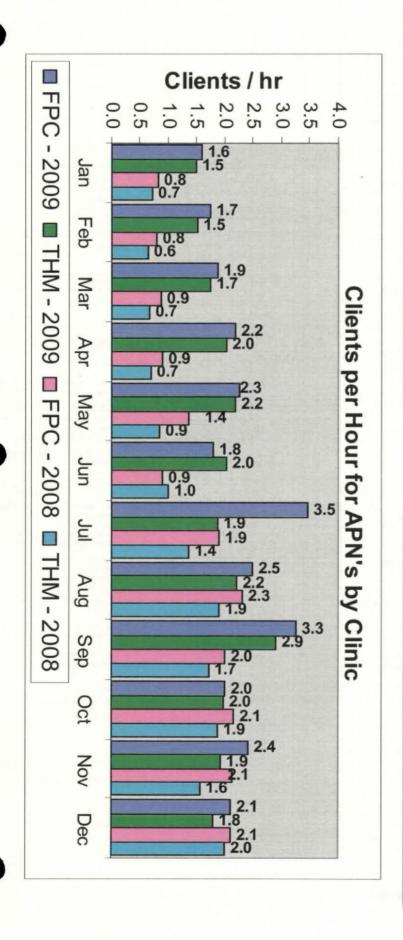
Cycle Time (Time a client spends in clinic)*
Waiting Time (Time a client spends waiting for staff)*
Cost per client*

Clients per clinician per hour vary depending upon client show rates.

*Detailed Patient Flow Analysis available upon request

Emerging Issues

- According to the National Campaign for Teen Pregnancy Prevention teen pregnancy is on the rise. In a 2010 report Nevada currently ranks number two in the nation for the most teen pregnancies.
- Increasing client need due to recession.
- Unmet need: In Nevada, 251,290 women are in need of contraceptive services and supplies. Of these, 122,200 women require publicly supported contraceptive services because:
- 92,000 have incomes below 250% of the federal poverty level
- 30,200 are sexually active teenagers



Program History: MSA Funds



Our Program

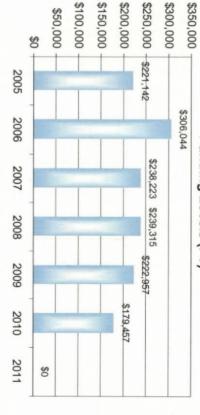
The Health District was awarded Master Settlement Agreement (MSA) funds to operate a tobacco prevention program using population-based strategies.

The goal is to change attitudes about tobacco, inspire quitting, and build a community environment that supports tobacco avoidance:

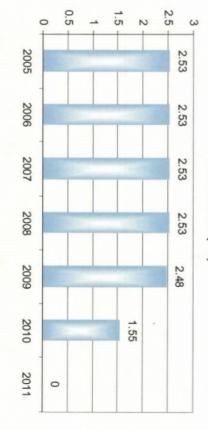
- Media campaigns focus on populations with the highest smoking rates. Within those groups, 17% are reached with messaging.
- Voluntary policy change efforts help local businesses to expand smoking restrictions, such as doorway policies and 100% bans.
- Community outreach brings messaging and resources to individual clients. Among clients surveyed, we aim for 60% to cite their intent to improve tobacco-related behaviors.

Historical Data

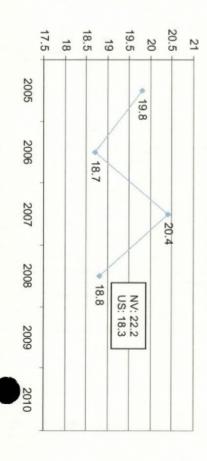
Funding Levels (FY)



FTE Levels (FY)



Adult Smoking Rate (CY)



Current Services

- Media, policy, and outreach campaigns to <u>four</u> high-risk populations:
- Low socioeconomic status (defined as < \$30,000 in annual income, ≤ high school diploma, and/or no health insurance)
- 2. Young adults (18 24 years)
- Hispanic community
- 4. Individuals of same-sex orientation
- In FY09, the program:
- Reached 285,183 individuals in these groups
- Up to 72% of those surveyed cited their intent to improve tobacco-related behaviors

Program Benchmarks

Program benchmarks have been created and are monitored to ensure efficient and effective use of resources:

17% of each high-risk population will be reached with messing about the dangers of tobacco sing media and outreach

60% of those surveyed will cite their intent to improve tobacco-related behaviors

Future Services/Re-Design

- Media, policy, and outreach campaigns to two high-risk populations to be paid for through another funding source and greatly reduced in scope:
- Low socioeconomic status
- 2. Young adults (18 24 years)

Emerging Issues

- Elimination of all MSA funds in Washoe County will significantly reduce or eliminate community-wide services, particularly those for minors.
- The federal stimulus award to southern Nevada creates a disparity in services.
- Actions taken in the 2009 State Legislative Session weakened the Nevada Clean Indoor Air Act, reducing the public health impact of the law.
- The Tobacco Industry continues to aggressively market in Nevada. New products such as electronic cigarettes and swallowable "chew" capsules are a new challenge to prevention efforts.



Washoe County Health District

ENVIRONMENTAL HEALTH SERVICES DIVISION

TO: District Board of Health Members

FROM: Robert Sack, Division Director

Environmental Health Services

DATE: April 14, 2010

SUBJECT: Division Director's Report Environmental Health Services

AGENDA ITEM NO. 14.C.

Vector Borne Diseases Program

Washoe County has swept \$350,000 from the Emergency Vector Fund which was earmarked for this mosquito abatement season. Loss of these funds will affect the capacity of the Vector Borne Disease Program to control mosquitoes (and possibly the reappearance of West Nile Virus) in Washoe County this summer. In the past, the funding that was swept has paid for both the pesticides used as well as the helicopter used to broadcast the pesticides. Federal laws pertaining to the use of pesticides requires that mosquito larva must be present before any type of pesticide is applied. During the mosquito season, staff maps out all local wetlands and standing water, and then manually checks each area for mosquito larvae every two weeks. These tasks must be done to calculate the correct amount of larvicide that is used during helicopter application. If the sites cannot be checked and GIS mapped, the program runs the risk of missing an area where mosquito larvae has appeared, allowing larvae to continue growing into biting and possibly virus infected adult mosquitoes. Five student Public Service Interns will be hired to help with the other components of mosquito abatement program, including:

Placing traps in various locations throughout the County;

Collecting mosquitoes from traps, count and sort by sex and species;

Feeding and watering sentinel chicken flocks

Bleeding chickens and process blood samples for West Nile Virus, St Louis encephalitis and/or Western Equine Encephalitis

DBOH AGENDA ITEM # 14.6.

Checking and treating as many storm drain catch basins as possible during the summer (currently over 24,000 in the Truckee Meadows)

Spraying liquid larvicide where necessary

EHS is hoping to be able to start the helicopter applications on May 20th. Due to lack of funding, it is very possible that the helicopter applications will only happen through the month of June, instead of September. The continued sweep of the County fund will continue to jeopardize the Mosquito Abatement Program for many years to come.

Public Information and Outreach

Lack of funding kept EHS staff from participating in this years Earth Day celebration.

The EHS PIO works on the Statewide Vector/Mosquito Public Information and Outreach Group. This team is comprised of representatives from Southern Nevada Health District, the State Department of Agriculture and the State of Nevada Health Department. The team works together on developing the same messages and language to be used throughout the State, as well as keeping each other informed about mosquito and WNV activity in their respective areas. The representative from the Dept. of Agriculture reports any WNV activity found in mosquitoes, birds and horses throughout the state. This is the fifth year the group has been together and serves along side of the Statewide Vector/Mosquito Working Group, which is comprised of all most all of the counties in Nevada.

Both the State of Nevada and Washoe County will not be running any advertising on television or radio this season, as lack of funding has also made a large impact in this area. The Public Information Group will be relying on each member's specific talents for obtaining free air time to inform the residents about protecting themselves against West Nile Virus.

Robert O. Sack, Division Director

Environmental Health Services Division

ROS/jbs



WASHOE COUNTY HEALTH DISTRICT AIR QUALITY MANAGEMENT DIVISION



Date:

April 22, 2010

To:

District Board of Health

From:

Andrew Goodrich, Director, Air Quality Management

Re:

Monthly Report for Air Quality Management

Agenda Item:

14.D.

The enclosed Air Quality Management Division Report is for the month of March 2010 and includes the following sections:

Air Quality
Monitoring Activity
Planning Activity
Permitting Activity
Compliance/Inspection Activity
Enforcement Activity



Director's Report

March 2010

Spring Celebrations

There are many reasons to celebrate spring; two of my favorites are Earth Day and Air Quality Awareness Week.

Earth Day: Although the official date for Earth Day is April 22 it is celebrated on the following Sunday; April 25th this year. This event has a history of more than 40 years with the first Earth Day held in 1970. Earth Day is a day designed to inspire awareness and appreciation for the earth's environment. In recognition of Earth Day the U.S. Environmental Protection Agency (EPA) is asking that we all do more to protect the environment by committing to at least 5 of the following 10 actions. More information is available by going to http://www.epa.gov/pick5/

- Use less water
- Commute without polluting
- Save Electricity
- 4. Reduce, Reuse, Recycle
- 5. Test your home for Radon
- 6. Check your local Air Quality
- Use chemicals safely
- E-cycle recycling home electronics
- Enjoy the outdoors safely
- Spread the word

Air Quality Awareness Week: The EPA and the National Oceanic and Atmospheric Administration (NOAA) urge Americans to "Be Air Aware" during Air Quality Awareness Week, May 3 - 7, 2010. NOAA's National Weather Service Forecast office will be issuing public information statements about air quality one topic each day of the week. On Monday: Ozone and Particulate Pollution, Tuesday: What causes poor air quality? Wednesday: Keeping your lungs and heart safe, Thursday: How to get current air quality information, and on Friday: What you can do to help make the air cleaner. For more information on Air Quality Awareness Week go to: http://www.epa.gov/airnow/airaware/

Andy Goodrich, Director

AIR QUALITY COMPARISON FOR MARCH

Air Quality Index Ran	ge	# OF DAYS MARCH 2010	# OF DAYS MARCH 2009
GOOD	0 to 50	30	30
MODERATE	51 to 100	1	1
UNHEALTHY FOR SENSITIVE GROUPS	101 to 150	0	0
UNHEALTHY	151 to 200	0	0
VERY UNHEALTHY	201 to 300	0	0
TOTAL		31	31

anagement Division

Air Quality

HIGHEST AQI NUMBER BY POLLUTANT

POLLUTANT		MARCH 2010	Highest for 2010	MARCH 2009	Highest for 2009
CARBON MONOXIDE	(CO)	18	29	18	37
OZONE 8 hour	(O3)	47	40	51	93
PARTICULATES	(PM _{2.5})	32	112	37	149
PARTICULATES	(PM ₁₀)	65	83	37	94

For the month of March, there were no exceedances of Carbon Monoxide, Particulate Matter or Ozone standards at any of the monitoring stations. The highest Air Quality Index (AQI) value reported for the month of March was sixty-five (65) for PM₁₀. There were thirty (30) days in the month of March where the Air Quality was in the good range and one (1) day the Air Quality fell into the moderate range.

Duane Sikorski, Air Quality Supervisor



Daily monitoring operational, quality assurance, data submission and network/laboratory upgrade activities continued throughout the month. Work has begun on the Network Monitoring Plan and the Network Assessment Plan both of which are due to EPA by mid-year. Additionally, two new PM_{2.5} Beta Attenuation Continuous Monitors have been purchased increasing our network continuous PM_{2.5} monitoring capabilities.

Duane Sikorski, Air Quality Supervisor

Planning Activity

The process of completing a county-wide green-house gas emissions inventory continued while staff was developing the next (2008) triennial emissions inventory for submission to EPA by June of 2010.

Duane Sikorski, Air Quality Supervisor

Asbestos Removal

Notifications

Permitting Activity

	20	10	2009		
TYPE OF PERMIT	MARCH	YTD	MARCH	ANNUAL TOTAL	
Renewal of Existing Air Permits	85	303	92	1320	
New Authorities to Construct	2	7	8	80	
Dust Control Permits	18 (130 acres)	37 (506 acres)	12 (182 acres)	128 (1550 acres)	
Wood Stove Certificates	34	58	15	170	
WS Dealers Affidavit of Sale	1 (1 replacements)	21 (13 replacements)	20 (12 replacements)	250 (145 replacements)	
WS Notice of Exemptions	389 (3 stoves removed)	923 (8 stoves removed)	310 (16 stoves removed)	5358 (145 stoves removed)	
*					
Asbestos Assessments	75	175	70	740	

Compliance/Inspection Activity

Staff reviewed twenty-eight (28) sets of plans submitted to the Reno, Sparks or Washoe County Building Departments to assure the activities complied with Air Quality requirements.

54

26

26

263

Staff conducted thirty-six (36) stationary source renewal inspections in March. Staff also conducted inspections on asbestos removal and construction/dust projects.

Permitting/Enforcement Activity

The high wind event on March 29th resulted in some citizen dust complaints in the northwest and out in the Wingfield Springs area. Most graded open areas seemed to hold up fairly well due to past dust palliative applications. Staff will re-assess the condition of the problem sites, and contact the developers if additional dust palliative applications are necessary.

The number of building plan reviews done by staff continues to be static due to the local economic conditions, as is the number of asbestos acknowledgement/demolition forms processed. Staff anticipates a major dust plan being submitted on the Ruby Pipeline project in the near future. The Vya Work Camp dust permit has already been issued.

Staff will be conducting a workshop for owners and operators of "Paint Stripping and Miscellaneous Surface Coating Operations" on April 27th and 28th for compliance with the federal National Emission Standards for Hazardous Air Pollutants (NESHAP). Although all spray painting operations have been permitted by the AQMD for many years, the new EPA standards have some additional requirements that have to be implemented on a national level. Local industry has been notified in writing of the workshop dates and times.

Noel Bonderson, Air Quality Supervisor

Enforcement Activity

	201	0*	2009		
COMPLAINTS	MARCH	YTD	MARCH	YTD	Annual Total
Asbestos	2	4	0	4	21
Burning/Smoke	0	2	1	3	16
Dust	8	9	4	24	134
Gas Station/Oxy Fuel	0	0	0	0	0
Miscellaneous	1	1	1	1	7
Odor	0	1	2	5	30
Painting (spray painting)	1	2	0	0	6
Permit Violation	1	4	2	3	12
TOTAL	13	23	10	40	226
NOV'S	MARCH	YTD	MARCH	YTD	Annual Total
Warnings	2	4	0	3	13
Citations	1	3	2	2	10
TOTAL	3	7	2	5	23

^{*} Discrepancies in totals between Monthly Reports can occur because of data entry delays.

Notices of Violation (NOVs):

There were a total of two (2) Notice of Violations (NOVs) issued in March 2010. There were two (2) NOV Citations issued; both for expired dust control permit, and one (1) for no dust control sign. There were no NOV Warnings issued in March, 2010.

Washoe County Health District

April 15, 2010

TO:

Members, District Board of Health

FROM:

Mary A. Anderson, MD, MPH, FACPM

SUBJECT:

District Health Officer's Report

Nevada State Medical Association Resolutions

The Public Health Commission of the Nevada State Medical Association is co-chaired by Dr. Larry Sands, Chief Health Officer, Southern Nevada Health District and me. As co-chairs of the commission, we sponsored two resolutions for the upcoming House of Delegates meeting.

The first resolution is in support of the office of Nevada State Veterinarian, a position which the Governor and Legislature plan to eliminate as a cost-saving measure. With the knowledge that the appearance of zoonotic diseases can be the forerunner of human disease as has been the case with viral encephalitides—Western equine encephalitis (WEE), West Nile virus (WNV), St. Louis encephalitis (SLE)—the linkage between veterinary public health and human public health must be understood. There is a "One Health Initiative" which recognizes this critical linkage.

The One Health Initiative, a movement to forge co-equal, all inclusive collaborations between physicians, veterinarians, and other scientific-health related disciplines, has been endorsed by various major medical organizations and health agencies, including the American Veterinary Medical Association, the American Medical Association, the American Society of Tropical Medicine and Hygiene, the American Society for Microbiology and the Centers for Disease Control and Prevention (CDC).

The second resolution is on the Tobacco Master Settlement Agreement (MSA) funds—specifically those that were redirected from the Trust Fund for Public Health and the Fund for a Healthy Nevada to balance the state's budget. Close to \$50 million dollars has been swept from these funds in the past two years. Though that money cannot be retrieved, it must not be forgotten that MSA payments will continue for another decade. The purpose of the resolution is to remind legislators that future MSA dollars should be used to support tobacco control and public health efforts as originally intended and not be appropriated for unrelated programs.

Budget Presentation to Board of County Commissioners

As you know, I did a "dress rehearsal" of the budget presentation at the March meeting of the DBOH. I appreciate evervone's suggestions which were incorporated in the final version of the presentation. Although the Health District was scheduled for a twenty minute block of time, members of the BCC had

some questions and a considerable number of issues that they wished to highlight so, the presentation ran much longer than scheduled. Both the questions and the responses will be available for your review in a notebook that will be available at the board meeting. Individual copies can be made for you upon request.

National Association of Local Boards of Health (NALBOH) Conference

The 18th Annual Conference will be held August 5-7, 2010 in Omaha, NE. Enrollment is now open and an early commitment to attending (by July 9th) will save \$50.00 on registration.

Mary A. Anderson, MD, MPH, FACPM

District Health Officer



EPI - NEWS

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In This Issue:

Outbreaks Reported in Washoe County,

Vol. 30, No. 5 Telephone (775) 328-2447 Fax (775) 328-3764 epicenter@washoecounty.us

April 2, 2010

WASHOE COUNTY HEALTH DISTRICT . P.O. BOX 11130 . RENO, NEVADA .

89520-0027

(775) 328-2447

Outbreaks Reported in Washoe County, 2009

2009 was a very busy year for the Epi Team, an outbreak response team consisting of staff from various divisions at the Washoe County Health District (WCHD). In addition to commonly reported gastroenteritis outbreaks (N=15) which occurred among facilities with susceptible populations in congregate settings (child care facilities, schools, extended care facilities and assisted living facilities), influenza outbreaks accounted for nearly 60% (24/41) of all outbreaks reported in Washoe County in 2009. The purpose of this article is to provide an overview of outbreaks reported in Washoe County in 2009 and to make recommendations for healthcare providers in an effort to assist the Health District in the early detection and rapid control of outbreaks.

Summary

A total of 41 outbreaks were reported to WCHD in 2009. Of 41 outbreaks, 37% (15/41) were gastroenteritis, 59% (24/41) were influenza or influenza-like-illness, and the remaining 4% (2/41) included typhoid fever associated with international travel and a suspected group A streptococcal infection. Thirty (30) of 41 outbreaks were laboratory-confirmed. The confirmed or suspected etiology for these outbreaks is as follows:

- Influenza 24 (59%)
- Norovirus 13 (32%)
- Salmonella rissen 1 (2.4%)
- Salmonella typhi 1 (2.4%)
- E. coli O157:H7 1 (2.4%)
- Group A Streptococcus 1 (2.4%)

Schools, child care, and extended care facilities were the most commonly affected settings for outbreaks in 2009. Schools accounted for 44% of all reported outbreaks, followed by child care facilities (24%), extended care facilities (15%) and event related (5%).

Norovirus

Noroviruses are named after the original strain "Norwalk virus," which caused an outbreak of

gastroenteritis in a school in Norwalk, Ohio, in 1968. Currently, there are at least five norovirus genogroups (GI, GII, GIII, GIV, and GV), which in turn are divided into at least 31 genetic clusters. GII is the most common genogroup seen in our community (verbal communication with Dr. Sergey Morzunov, Nevada State Health Laboratory, 2/24/09). Thirteen outbreaks involving 436 ill individuals were reported in Washoe County in 2009, which accounted for over 32% of all reported outbreaks. Nine of these outbreaks were laboratory confirmed, the remainder were suspect norovirus. Reported outbreak settings include child care facilities, extended care facilities, event related, and a school. Three outbreaks may have been food borne; the remaining 10 outbreaks were most likely transmitted person-to-person. Norovirus is highly contagious and as few as 10 viral particles may be sufficient to infect an individual. During outbreaks of norovirus gastroenteritis in congregate settings (i.e., child care facilities, extended care facilities, and schools), WCHD recommends that ill persons stay home for 72 hours after their last symptom (i.e., vomiting or diarrhea). Health care providers should encourage their patients who work in sensitive occupations (food handlers, health care workers, child care providers, etc.) to stay home from work for 72 hours after their symptoms resolve in the presence of an outbreak. Health care providers should also encourage parents to keep their children home from child care for 72 hours after the child's symptoms resolve in the presence of an outbreak. Given the genetic variability of noroviruses, individuals are likely to be repeatedly infected throughout their lifetime. Reverse transcriptase polymerase chain reaction (RT-PCR) can be used to identify the organism in the stool. This test is available at commercial laboratories (LabCorp, Quest) and the Nevada State Public Health Laboratory (NSPHL).

Salmonella

Two salmonellosis outbreaks were reported in 2009. One outbreak involving seven laboratory-confirmed cases was part of a western states outbreak of Salmonella rissen infections associated with contaminated ground white pepper. There are approximately 2500 identified salmonella serotypes. In Washoe County between 1996-2009 a total of 501 laboratory-confirmed salmonellosis cases with 76 different serotypes were reported. In that time period none of the Salmonella isolates were identified as Salmonella rissen before 2009. In March 2009, NSPHL was the first State lab to make an announcement in the nation that three isolates from Northern Nevada residents were identified as Salmonella rissen, which was a very usual finding. Subsequent joint investigations in the following three months conducted by four States (California, Nevada, Oregon and Washington) identified 85 additional cases; 11 of which were from Nevada and 7 of the 11 cases were Washoe County residents. Interesting findings for this particular Salmonella serotype include a longer incubation period and, in nearly 40% of cases, the pathogen was isolated from a urine specimen rather than from stool. Within three weeks of outbreak detection, a vehicle for this outbreak was finally identified. The "culprit" for this outbreak was Lian How ground white pepper processed and distributed by a company located in Union City, California. Because of the prompt identification of a "culprit," the outbreak was soon halted after the affected products were recalled.

The other salmonellosis outbreak was Salmonella typhi infection among two siblings with a history of international travel during their incubation period. Neither case received typhoid vaccination prior to travel.

Healthcare providers are encouraged to collect stool specimens from patients presenting with

diarrheal illness to allow for identification of the specific etiology.

Influenza and Novel H1N1

Laboratory-confirmed influenza is a reportable condition in Nevada. In 2009, 2559 lab-confirmed influenza cases were reported in Washoe County, a 586% increase than the average annual reported cases during the period 2005 through 2008. The graph at the bottom of this page describes a timeseries trend of emergency room visits for influenza related illness at all hospitals in the community. Influenza presents a strong seasonal effect, with peaks typically observed during January-March. However, in 2009 additional peaks were observed during April-May and September-October due to novel H1N1 influenza A outbreaks. Schools, especially middle schools, were affected the most during the novel H1N1 outbreak in 2009. In May 2009, one middle school had an absenteeism rate over 18% in one day due to influenza-like-illness and resulted in school closure for two days. Effective with the 2009-2010 school year, WCHD has been collaborating with the Washoe County School District to implement a School Absenteeism Monitoring System (SAMS) into daily practice. This system monitors medical reason related daily absences by each school with the purpose of early detection of outbreaks and monitoring trends during an outbreak investigation. In addition to school settings, seven (7) day care facilities and a correctional facility also experienced novel influenza A H1N1 or influenza-like-illness outbreaks in 2009.

When you SUSPECT a disease outbreak, please report it to the Health District at 775-328-2447 immediately. Your early recognition and timely reporting is a critical step for the Health District to implement prevention and control measures in a timely fashion.

