



# Washoe County District Board of Health Meeting Notice and Agenda

# Members

Dr. John Novak, Chair Michael D. Brown, Vice Chair Oscar Delgado Kristopher Dahir Dr. Reka Danko Marsha Berkbigler Tom Young Thursday, June 27, 2019 1:00 p.m.

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

# PUBLIC HEARING ITEM SCHEDULED ON THIS AGENDA

(Complete item description on fourth page.)

An item listed with asterisk (\*) next to it is an item for which no action will be taken. 1:00 p.m.

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

Any person is invited to speak on any item on or off the agenda during this period. Action may not be taken on any matter raised during this public comment period until the matter is specifically listed on an agenda as an action item.

**4.** Approval of Agenda – (<u>For possible action</u>) June 27, 2019

# 5. \*Recognitions

- A. Retirements
  - i. David Gamble, 6/29/2019, Program Coordinator, EPHP
  - ii. Dave McNinch, 6/29/2019, Environmental Health Specialist Supervisor, EHS
  - iii. Linda Gabor, 7/19/2019, Public Health Nurse Supervisor, CCHS
  - iv. Steve Kutz, 7/23/2019, Division Director CCHS
- B. Promotion
  - i. Charlene Albee, AQM Division Director to EHS Division Director EHS
- C. New Hires
  - i. Nancy Ramirez-Partida, 6/11/2019, Community Health Aide CCHS
  - ii. Aurimar Ayala, 6/24/2019, Epidemiology Program Manager EPHP
- D. 2019 Extra Mile Awards
  - i. Paul Mitchell the School Reno

Staff Representatives: Erin Dixon and Claudia Garcia-Aguilar

1001 East Ninth Street, Building B,, Reno, NV 89512 Telephone: 775.328.2416 – Fax: 775.328.3752

# 6. Consent Items – (<u>For possible action</u>)

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

- A. Approval of Draft Minutes (For possible action)
  - i. May 23, 2019
- B. Budget Amendments/Interlocal Agreements (For possible action)
  - Approve a Grant Agreement and Notice of Grant Award from Nevada Clinical Services, Inc. effective July 1, 2019 through June 20, 2021 in the total amount of \$270,498 (no match required) in support of the Community and Clinical Health Services Division's Tobacco Control Program IO# 11562; and authorize the District Health Officer to execute the Agreement. Staff Representative: Nancy Kerns Cummins
  - Retroactively approve the Assistance Amendment PM-00T56401-9 from the U. S. Environmental Protection Agency (EPA) in the amount of \$150,612 to include \$40, 144 of EPA In-Kind Support for the period 4/1/19 through 3/31/20 for the Air Quality Management, EPA Air Pollution Control Program, IO-10021. The Amendment is being presented for the District Board of Health approval per the EPA procedure that does not require signature.

Staff Representative: Jennifer Hoekstra

iii. Approve a Notice of Subgrant Award from the State of Nevada Department of Health and Human Services, Division of Public & Behavioral Health for the period July 1, 2019 through June 30, 2020 in the total amount of \$237,578.00 (no required match) in support of the Community and Clinical Health Services Division (CCHS) Immunization Program and authorize the District Health Officer to execute the Subgrant Award.

Staff Representative: Nancy Kerns Cummins

iv. Approve a Notice of Subgrant Award from the State of Nevada Department of Health and Human Services, Division of Public & Behavioral Health for the period July 1, 2019 through June 30, 2020 in the total amount of \$60,943.00 (no required match) in support of the Community and Clinical Health Services Division (CCHS) Fetal Infant Mortality Review (FIMR) Program and authorize the District Health Officer to execute the Subgrant Award.

Staff Representative: Nancy Kerns Cummins

- C. Presentation, discussion and possible approval of proposed revisions to the Mutual Aid Evacuation Agreement (MAEA). (For possible action)
   Staff Representative: Brittany Dayton and Andrea Esp
- D. Acceptance of the "Washoe County, Nevada Air Quality Trends" (2009-2018) Report (<u>For possible action</u>) Staff Representative: Michael Wolf
- E. Approve an Interlocal Agreement between the Washoe County Health District and the University of Nevada School of Medicine Integrated Clinical Services, Inc., and University of Nevada School of Medicine Multispecialty Group Practice North, Inc., dba MEDSchool Associated North (MSAN), to provide a physician consultant to the Tuberculosis Prevention and Control Program in the total amount of \$14,400.00 effective July 1, 2019 through June 30, 2020 unless extended by the mutual agreement of the

Parties, with automatic renewal for successive one-year periods for a total of 3 years on the same terms; and authorize the Chair to execute the Interlocal Agreement. - (For possible action)

Staff Representative: Nancy Kerns Cummins

- F. Approve an Interlocal Agreement between the Washoe County Health District and the University of Nevada School of Medicine Integrated Clinical Services, Inc., and University of Nevada School of Medicine Multispecialty Group Practice North, Inc., dba MEDSchool Associated North (MSAN), to provide a physician preceptor to the Immunization Program in the total amount of \$8,032.50 effective July 1, 2019 through June 30, 2020 unless extended by the mutual agreement of the Parties, with automatic renewal for successive one-year periods for a total of 3 years on the same terms; and authorize the Chair to execute the Interlocal Agreement. (For possible action) Staff Representative: Nancy Kerns Cummins
- G. Approve an Interlocal Agreement between the Washoe County Health District and the University of Nevada School of Medicine Integrated Clinical Services, Inc., and University of Nevada School of Medicine Multispecialty Group Practice North, Inc., dba MEDSchool Associated North (MSAN), to provide male sterilization procedures up to a maximum of \$9,040.00 annually effective July 1, 2019 through June 30, 2020 unless extended by the mutual agreement of the Parties, with automatic renewal for successive one-year periods for a total of 3 years on the same terms; and authorize the Chair to execute the Interlocal Agreement. (For possible action) Staff Representative: Nancy Kerns Cummins
- H. Approve an Interlocal Agreement between the Washoe County Health District and Washoe County through its Department of Juvenile Services to provide consultative and clinical services, Tuberculosis (TB) testing and Sexually Transmitted Disease (STD)/TB treatment medications for juveniles at Jan Evans Juvenile Justice Center for the period upon ratification by the governing parties through June 30, 2020 unless extended by the mutual agreement of the Parties; with automatic renewal for two successive one-year periods for a total of three years on the same terms. - (For possible action) Staff Representative: Nancy Kerns Cummins
- I. Accept a donation of three vaccine monitoring data logger kits for the Immunization Program from Catholic Charities of Northern Nevada. - (For possible action) Staff Representative: Nancy Kerns Cummins
- J. Recommendation to Uphold Citations Not Appealed to the Air Pollution Control Hearing Board. - (<u>For possible action</u>)
  i. Caleb Associates LLC, Case No. 1211, NOV No. 5759 Staff Representative: Dan Inouye
- K. Acknowledge receipt of the Health Fund Financial Review for May, Fiscal Year 2019 (<u>For possible action</u>)
   Staff Representative: Anna Heenan
- 7. \*Presentation: Eliminating Single Use Plastic at 2019 Artown Events Presented by: Erin Dixon and Beth Macmillan
- 8. Recommendation to approve of a resolution to support allocation of local revenue to the Washoe County Affordable Housing Trust Fund. (For possible action) Staff Representative: Kevin Dick

9. PUBLIC HEARING Review, discussion and possible adoption of the proposed revision to the District Board of Health Fee Schedule, referenced in Section 020.085 of the Washoe County District Board of Health Regulations Governing Food Establishments, for the newly formed category of Mobile Food Unit Pre-Packaged Food Permit. - (For possible action)

Staff Representative: Charlene Albee

10. Review, discussion and possible adoption of the Business Impact Statement regarding Proposed Amendments to the Regulations of the Washoe County District Board of Health Governing Food Establishments for the addition of provisions from the U.S. Food and Drug Administration Model Food Code, as well as minor edits and formatting corrections, with a finding that the revised regulations do not impose a direct and significant economic burden on a business; nor do the revised regulations directly restrict the formation, operation or expansion of a business; and set a public hearing for possible adoption of the proposed revisions to the Regulations for July 25, 2019 at 1:00 pm. – (For possible action)

Staff Representative: Charlene Albee

- 11. Review, discussion and direction to staff regarding the provisions of the Interlocal Agreement (ILA) entered into by the Cities of Reno and Sparks and Washoe County for the creation of the Health District. Take action to accept the ILA in its current form *or* direct staff to forward any recommendations for possible amendments to Reno, Sparks and Washoe County. (<u>For possible action</u>) Staff Representative: Leslie Admirand
- **12. Regional Emergency Medical Services Authority** Presented by: Dean Dow and Alexia Jobson
  - A. Review and Acceptance of the REMSA Operations Report for May, 2019 (<u>For</u> possible action)
  - B. \*Update of REMSA's Public Relations during May 2019
- 13. Update regarding Bill Draft Requests and Bill Drafts for the 2019 Legislative session. (For possible action)

Staff Representative: Kevin Dick

# 14. \*Staff Reports and Program Updates

- **A.** Air Quality Management, Daniel Inouye, Acting Director Program Update – Ozone Trends and Attainment, Divisional Update, Monitoring and Planning and Permitting and Enforcement
- B. Community and Clinical Health Services, Steve Kutz, Director

Divisional Update – Client Satisfaction Survey Results; Data & Metrics; Sexual Health, Immunizations, Tuberculosis Prevention and Control Program, Family Planning/Teen Health Mall, Chronic Disease Prevention Program, Maternal Child and Adolescent Health, and Women Infants and Children

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

Environmental Health Services (EHS) Division Program Updates – Community Development, Epidemiology, Food, Land Development, Safe Drinking Water, Schools, Training, Vector and Waste Management, and Inspections.

# D. Epidemiology and Public Health Preparedness, Dr. Randall Todd, Director

Program Updates for Communicable Disease, Outbreaks, Measles, Acute Flaccid Myelitis, PHP Program, Inter-Hospital Coordinating Council, McQueen High School, Family Health Festival, Pandemic Influenza Exercise, Point of Dispensing Operations Exercises, American Red Cross, Emergency Medical Services, Community Presentations, Trainings, Upcoming Exercises, REMSA Response Data

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

District Health Officer Report – Public Health Accreditation (PHAB), Community Health Improvement Plan, Housing/Homelessness, Behavioral Health, Nutrition/Physical Activity, Workforce Development, Substance Abuse Task Force, Truckee Meadows Healthy Communities (TMHC), Legislative Session, Other Events and Activities and Health District Media Contacts

#### **15.** \*Board Comment

Limited to announcements or issues for future agendas.

#### 16. \*Public Comment

Any person is invited to speak on any item on or off the agenda during this period. Action may not be taken on any matter raised during this public comment period until the matter is specifically listed on an agenda as an action item.

# 17. Adjournment – (For possible action)

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

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

**Public Comment:** During the "Public Comment" items, anyone may speak pertaining to any matter either on or off the agenda, to include items to be heard on consent. For the remainder of the agenda, public comment will only be heard during items that are not marked with an asterisk (\*). Any public comment for hearing items will be heard before action is taken on the item and must be about the specific item being considered by the Board. In order to speak during any public comment, each speaker must fill out a "Request to Speak" form and/or submit comments for the record to the Recording Secretary. Public comment and presentations for individual agenda items are limited as follows: fifteen minutes each for staff and applicant presentations, five minutes for a speaker representing a group, and three minutes for individual speakers unless extended by questions from the Board or by action of the Chair.

**Response to Public Comment:** The Board of Health can deliberate or take action only if a matter has been listed on an agenda properly posted prior to the meeting. During the public comment period, speakers may address matters listed or not listed on the published agenda. The *Open Meeting Law* does not expressly prohibit responses to public comments by the Board of Health. However, responses from the Board members to unlisted public comment topics could become deliberation on a matter without notice to the public. On the advice of legal counsel and to ensure the public has notice of all matters the Board of Health will consider, Board members may choose not to respond to public comments, except to correct factual inaccuracies, ask for Health District Staff action or to ask that a matter be listed on a future agenda. The Board of Health may do this either during the public comment item or during the following item: "Board Comments – Limited to Announcement or Issues for future Agendas."

#### Posting of Agenda; Location of Website:

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

Washoe County Health District, 1001 E. 9th St., Reno, NV Reno City Hall, 1 E. 1st St., Reno, NV Sparks City Hall, 431 Prater Way, Sparks, NV Washoe County Administration Building, 1001 E. 9th St, Reno, NV Downtown Reno Library, 301 S. Center St., Reno, NV Washoe County Health District Website <u>www.washoecounty.us/health</u> State of Nevada Website: <u>https://notice.nv.gov</u>

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





# Washoe County District Board of Health Meeting Minutes

# Members

Dr. John Novak, Chair Michael D. Brown, Vice Chair Oscar Delgado Kristopher Dahir Dr. Reka Danko Marsha Berkbigler Tom Young Thursday, May 23, 2019 1:00 p.m.

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

# 1. \*Roll Call and Determination of Quorum

Chair Novak called the meeting to order at 1:02 p.m. The following members and staff were present: Members present: Dr. John Novak, Chair Michael Brown, Vice Chair Dr. Reka Danko

> Oscar Delgado Kristopher Dahir Tom Young

Members absent: Marsha Berkbigler

# Ms. Rogers verified a quorum was present.

Staff present:Kevin Dick, District Health Officer<br/>Leslie Admirand, Deputy District Attorney<br/>Charlene Albee<br/>Steve Kutz<br/>Randall Todd<br/>Daniel Inouye<br/>Christina Conti<br/>Andrea Esp<br/>Brittany Dayton<br/>Tony Macaluso<br/>Lisa Lottritz

# 2. \*Pledge of Allegiance

Mr. Young led the pledge to the flag.

# 3. \*Public Comment

As there was no one wishing to speak, Chair Novak closed the public comment period.

# 4. Approval of Agenda

May 23, 2019

Mr. Delgado moved to approve the agenda for the May 23, 2019, District Board of Health regular meeting. Mr. Dahir seconded the motion which was approved six in favor and none against.

# 5. Recognitions

- A. Retirements
  - i. Phil Ulibarri, 5/31/2019, Public Health Communications Manager ODHO

Mr. Dick informed that Mr. Ulibarri, who was not able to be in attendance, had served the Health District for over twenty-seven years. He noted Mr. Ulibarri would be presented with a clock as a token of appreciation for his years of service.

ii. Janet Piette, 6/14/2019, Community Health Nutritionist - CCHS

Mr. Dick stated that Ms. Piette will be retiring on June 14<sup>th</sup> with twenty-two years of service as a Community Health Nutritionist with the Health District's WIC Program. He read the inscription of the clock presented to Ms. Piette and thanked her for her service.

- B. Years of Service
  - i. David Kelly, 15 years, Hired 5/3/2004 EHS

Mr. Kelly was not in attendance. Mr. Dick informed he works as a Senior Environmental Health Specialist in the Well and Septic Program.

ii. Krista Hunt, 15 years, Hired 5/6/2004 - EHS

Mr. Dick stated Ms. Hunt has fifteen years of service as an Environmental Health Specialist in the Vector Program and thanked her for her service to the Health District.

- C. New Hires
  - i. Tasha Pascal, Public Health Nurse I, 5/13/2019 CCHS

Mr. Kutz introduced Ms. Pascal and informed she is working in the Immunization Program. He stated she has most recently worked at a local pediatrician's office and has experience in administering vaccines and working with the Vaccines for Children Program.

Mr. Kutz informed Ms. Pascal worked at the Desert Research Institute prior to becoming a nurse. He expressed she is a perfect fit for the Vaccines for Children Program given her experience, and welcomed her to the Health District.

# D. Shining Star

- i. Chantelle Batton
- ii. Michael Lupan
- iii. Wesley Rubio

- iv. Dawn Spinola
- v. Holly McGee
- vi. Mary Ellen Matzoll
- vii. Lorena Solorio

Mr. Dick reminded the Board that the Shining Star Awards are to recognize exceptional customer service or performance in the Health District, and that nominations can come from either external customers or staff.

Mr. Dick informed that Ms. Batton, Mr. Lupan, Mr. Rubio and Ms. Spinola have all received three Shining Star Awards. He stated Ms. McGee and Ms. Matzoll both have ten Shining Stars, and Lorena Solorio has an impressive twenty Shining Star Awards. He congratulated all of the recipients for their excellent service.

# 6. Proclamations

Emergency Medical Services Week Accepted by: Christina Conti

Mr. Dick read the Proclamation for those present.

Chair Novak expressed that a great deal is owed to these public servants and recognized Reno Fire Department, North Lake Tahoe Fire District, REMSA, the Mount Rose Ski Patrol, Sparks Fire Department and Truckee Meadows Fire Protection District, and thanked them all for attending the meeting to be recognized and for their service.

Mr. Delgado moved to adopt the Proclamation for Emergency Medical Services Week. Mr. Dahir seconded the motion which was approved six in favor and none against.

# 7. Consent Items

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

Mr. Dick informed that item 7F will need to be pulled from the Consent agenda. He explained this item was for donation of goods, but opined there may be need for these items internally within the Health District or the County.

- A. Approval of Draft Minutes i. April 25, 2019
- B. Budget Amendments/Interlocal Agreements
  - i. Approve a Notice of Subaward from the State of Nevada Department of Health and Human Services, Division of Public & Behavioral Health retroactive to January 1, 2019 through December 31, 2019 in the total amount of \$135,000.00 (no required match) in support of the Community and Clinical Health Services Division (CCHS) Sexually Transmitted Disease Prevention and Control Program IO# 11578 and authorize the District Health Officer to execute the Notice of Subaward. Staff Representative: Nancy Kerns Cummins
  - Approve a Notice of Subaward from the State of Nevada Department of Health and Human Services, Division of Public & Behavioral Health retroactive to January 1, 2019 through December 31, 2019 in the total amount of \$63,503.00 (no required match) in support of the Community and Clinical Health Services Division (CCHS) HIV Surveillance Program IO# TBD and authorize the District Health Officer to execute the Notice of Subaward.

Staff Representative: Nancy Kerns Cummins

- C. Approval of authorization to travel and travel reimbursements for NACCHO and NALBOH Conference and Meetings for non-County employee Dr. John Novak for FY20 in the approximate amount of \$5500. Staff Representative: Kevin Dick
- D. Approve Interlocal Contract between the State of Nevada, Department of Conservation and Natural Resources, Division of Environmental Protection and the Washoe County Health District for the period upon Board of Examiners approval through June 30, 2021 in the total amount of \$250,000 (\$125,000 per fiscal year) in support of the Environmental Health Services Division (EHS) Safe Drinking Water Act (SDWA) Program, IO 10017; and if approved, authorize the District Health Officer to execute the Agreement.

Staff Representative: Jennifer Pierce

E. Presentation, discussion, and possible approval of the donation of three obsolete ambient air monitoring shelters with a current market value estimated at \$-0- that have exceeded the useful value for regulatory purposes but may still have value for educational, research, and community organizations.

Staff Representative: Daniel Inouye

- F. Presentation, discussion, and possible approval of the donation of various pieces of surplus office furniture and supplies with a current market value estimated at \$-0- that have exceeded the useful value for programmatic purposes but may still have value for educational, research and community organizations. (**Removed from agenda**) Staff Representative: Charlene Albee
- G. Recommendation to Uphold Citations Not Appealed to the Air Pollution Control Hearing Board.

i. Southern Way Industrial Investors LP – Case No. 1210, NOV No. 5700 Staff Representative: Dan Inouye

H. Acknowledge receipt of the Health Fund Financial Review for April, Fiscal Year 2019 Staff Representative: Anna Heenan

# Mr. Dahir moved to accept the Consent Agenda items A through E, and G and H. Mr. Delgado seconded the motion which was approved six in favor and none against.

# 8. \*Alternate Care Site Exercise Presentation

Staff Representative: Andrea Esp and Brittany Dayton

Ms. Esp, Public Health Emergency Response Coordinator and Ms. Dayton, EMS Coordinator, introduced themselves. Ms. Esp informed some of the images projected on the screen depicting scenes from the Alternate Care Site Exercise are graphic, but explained they are not real wounds.

Ms. Esp stated that on April 25<sup>th</sup>, a table top exercise was held to evaluate the Evaluation Committee which makes the determination and recommendation if an alternate care site is needed in this region. This committee also makes the recommendation on which healthcare system will oversee the alternate care site. On the 25th, a Joint Information Center was initiated and operated from April 25<sup>th</sup> through May 2<sup>nd</sup>, at which time the training component began and lasted for several days. She stated the goal was to train the regional providers to set up alternate care sites, and informed REMSA, who houses the tents for the sites, developed a training program and provided instruction.

Ms. Esp detailed the training process and progress made in the set up time of the tents, informing the goal is to have a cadre of persons who can set up the tents and train others to

minimize reliance on REMSA who would be quite busy in the event of an actual disaster.

On May 2<sup>nd</sup>, Ms. Esp informed a full-scale exercise began at 6:00 a.m. and stated two of the DBOH Board Members participated as patients in the exercise. She explained the patients reported to their assigned hospitals at 8:00 a.m. until 2:00 p.m. and outlined the different medical scenarios that the responders were faced with during the exercise.

Ms. Esp stated there was a mock press conference held after the exercise at the Regional Operations Center, coordinated by Ms. Dayton.

On May 3<sup>rd</sup>, the tents were disassembled in a training session with REMSA's oversight.

Ms. Dayton informed that there was media coverage from KOLO, KNRV, KTVN and several airings on the radio on KOH during the exercise. There was a combined viewership of over 76,000 individuals with a publicity value of over \$7,000.

Ms. Dayton highlighted the major role of Ms. Esp and Ms. Lawson in the organization of this exercise.

Chair Novak informed that Mr. Dahir and he were the board member patients in the exercise, and expressed his thanks to all staff members at the Health District who were involved in the production of this exercise. He also extended thanks to the partners that were involved in this exercise, the Inter Hospital Coordinating Council, Northern Nevada Medical Center, Saint Mary's Regional Hospital, Renown Health, Reno Fire, and a special thanks to REMSA, Ms. Dayton and Ms. Esp. He noted that, while table top exercises are important, only a live exercise can bring to light the issues that can arise during an actual event.

Mr. Dahir informed that he had the honor of having a heart attack at the exercise and stated that the wounds looked very real, but most importantly, those involved are doing their best to be prepared to respond in the event of an actual emergency.

9. Review, discussion and possible adoption of the Business Impact Statement regarding a proposed revision to the District Board of Health Fee Schedule, referenced in Section 020.085 of the Washoe County District Board of Health Regulations Governing Food Establishments, for the newly formed category of Mobile Food Unit Pre-Packaged Food Permit with a finding the proposed fee will not impose a direct and significant economic burden on a business; nor does the proposed fee directly restrict the formation, operation or expansion of a business; and set a public hearing for possible adoption of the proposed fee for June 27, 2019, at 1:00 pm.

Staff Representative: Charlene Albee

Ms. Albee informed this item was prepared in response to the Board's request to evaluate one of the food service fees. She stated that Mr. Macaluso, EHS Supervisor for the Food Program, lead the development of the proposed revision to the DBOH Fee Schedule.

Mr. Macaluso gave credit to all staff who worked on this project. He informed he was present to request approval of the Business Impact Statement in regards to mobile food units and stated a new category has been created within the fee structure for mobile food units, particularly in regards to ice cream trucks that sell prepackaged items. He stated that, after the review of inspection times and making a few adjustments, EHS was able to lower the fee from \$500 to \$308 and will affect approximately thirty-seven mobile units.

Mr. Macaluso informed that two workshops were held and those affected were notified of the workshops, but that no one attended.

Mr. Young opined that having separate categories for mobile units that sell prepackaged goods from those who are more high-risk because of food preparation is beneficial.

Mr. Dahir inquired how the distinction between the two categories will be discerned. Mr. Macaluso informed only units that sell strictly prepackaged food items will fall within the lower permit fee structure.

Mr. Brown moved to adopt the Business Impact Statement regarding a proposed revision to the District Board of Health Fee Schedule, and set a public hearing for possible adoption of the proposed fee for June 27, 2019, at 1:00 pm. Mr. Young seconded the motion which was approved six in favor and none against.

#### **10.** \*Regional Emergency Medical Services Advisory Board May Meeting Summary Staff Representative: Christina Conti

Ms. Conti informed she was present to provide an update to the May meeting for the EMS Advisory Board. She stated that the multi-day table top noted in her report to prepare for the November 2019 Complex Coordinated Terrorism Attack was held the week of May 20<sup>th</sup> and was extremely successful. It included five different modules to take the region through a scenario that ranged from steady state back to steady state and included an environmental health module, a damage assessment module, volunteer donations management and family assistance, which are secondary responses. The initial response included first responders working under the principles of the Mass Casualty Incident Plan and the Alpha Plan. She thanked all those who participated, and informed that some partners attended all five of the modules which was a large time commitment.

Ms. Conti informed there were a few out-of-County fire agencies that may join the Protocols Task Force, and opined it to be a sign of success for the work of the Task Force.

Ms. Conti stated that REMSA has been approved to use penalty funds for the RightDose Drug Dosing Guide that will complement the Protocols by providing accurate dosage amounts by body weight.

Ms. Conti noted the attachments in the Board member's packets; the FY19 EMS Oversight Program Mid-Year Data Report, the Nurse Health Line Alpha and Omega Call Report and the Mutual Aid and Cooperative Agreements, which is an annual strategic planning item. She informed the next item on this agenda to be brought before the Board will be the revised Strategic Plan.

Ms. Conti informed that the May EMS Advisory Board Meeting was Manager Slaughter and Fire Chief Maples' last meeting due their retirements.

# 11. Presentation, discussion, possible approval of the Washoe County EMS Strategic Plan (2019-2023), a requirement of the Interlocal Agreement for Emergency Medical Services Oversight.

Staff Representative: Brittany Dayton

Ms. Dayton stated this item is the final draft of the Washoe County EMS Strategic Plan for 2019-2023. She informed this Plan was presented to the EMS Advisory Board during the meeting of May  $2^{nd}$  and members approved the plan with two revisions; one revision to Goal #3 and one to Goal #4 as shown in the tracked changes in the attached report.

Ms. Dayton extended thanks to all of the EMS partners in attendance whose contributions were invaluable.

# Mr. Brown moved to approve the Washoe County EMS Strategic Plan (2019-2023). Mr. Dahir seconded the motion which was approved six in favor and none against.

# **12. Regional Emergency Medical Services Authority**

Presented by: Dean Dow and Adam Heinz

# A. Review and Acceptance of the REMSA Operations Report for April, 2019

Mr. Dow, President and CEO of REMSA, informed he was available to answer any questions

Mr. Brown moved to accept the REMSA Operations Reports for April, 2019. Mr. Delgado seconded the motion which was approved six in favor and none against.

# B. \*Update of REMSA's Public Relations during April 2019

Mr. Heinz, Director for REMSA, informed that May is known for several health related awareness campaigns; Health Month, Stroke Awareness and Prevention Month and Anaphylaxis Awareness Month. He stated REMSA posted several videos on their digital platform and made themselves available to media partners for the greatest outreach impact to the community. He stated that videos can be viewed at https://www.remsahealth.com/.

Mr. Heinz stated that the third week of May is EMS Week, and that this year's theme is "Beyond the Call". He explained that REMSA planned a variety of events for crews and staff focused on staff health and well-being.

Mr. Heinz thanked Health Officer Dick, Councilman Dahir, Chief Maples and Dr. Todd for attending the awards luncheon that had been held the previous day. He expressed they were thrilled to celebrate and recognize the hard work and important contributions that REMSA's support staff and ground and air ambulance providers make in Washoe County. He informed REMSA can be found on Facebook and LinkedIn where the photos from that event can be viewed.

Mr. Dahir expressed how great it was to see the awards presented and hear the stories of their service.

#### **13. Update regarding Bill Draft Requests and Bill Drafts for the 2019 Legislative session.** Staff Representative: Kevin Dick

Mr. Dick informed that May 17<sup>th</sup> was the deadline for passage of bills out of committee in the second house, and May 24<sup>th</sup> is the deadline for passage of bills out of the second house, excluding bills that are exempted or have a waiver.

AB1 would have eliminated the requirement for the Health District to publish public notices for Air Quality Management regulatory changes in the newspaper; this bill is dead.

AB66 for Crisis Stabilization Centers is a bill from the Washoe Regional Behavioral Health Policy Board. It was passed out of the Senate Health and Human Services committee and had already been through the Assembly. It received an amendment to add provisions to make providing assistance to patients with behavioral health issues easier. It is expected to pass through the full Senate on the 24<sup>th</sup> to meet the deadline.

AB76, a Southern Regional Behavioral Health Policy Board bill, will create a fifth Behavioral Health Policy Board by combining Clark County with Southern Nye County to form the Clark County Behavioral Health Policy Board. The Southern Regional Behavioral Health Policy Board will become the Northern Nye County, Esmerelda and Mineral Behavioral Health Policy Board. Mr. Dick opined that change beneficial to reflect the common issues of rural areas.

AB85, the Northern Regional Behavioral Health Policy Board bill to clarify some of the Legal 2000 provisions in statute and remove stigmatizing language regarding mental illness has been approved by the Governor.

AB123 - A bill regarding parental notification of medical or religious exemptions from vaccination that had been amended to remove the requirement to submit exemptions annually to their children's school is now dead. Mr. Dick informed the Health District had worked toward that end and is pleased with the outcome.

AB169, the bill regarding the Maternal Mortality Review Committee, has been sent to the

Governor. Mr. Dick informed this is similar to the Health District's Fetal Infant Mortality Review work that is being done, but will focus on maternal mortalities.

AB231 – Originally of concern to the Health District due to language that would have not required smog checks for older vehicles, this bill was revised to remove those provisions. This bill has gone on to the Governor for approval.

AB317 – There were concerns about this bill regarding state approval for trauma centers, but the bill was amended to apply only to Clark County.

AB533 – This bill would form the Cannabis Compliance Board and includes provisions for consumption lounges and local zoning ordinances. It is going to the Assembly Judiciary for a Work Session on June 24<sup>th</sup> and is expected to move forward.

AB534 is a bill in response to the October 1<sup>st</sup> tragedy in Las Vegas and would provide for victims of crime for provisions in emergency response plans to accept donations, reimburse victims and provide for licensing boards to identify volunteers that are willing to help in an emergency. This bill is expected to move forward.

SB37 – This bill would expand the practice of family therapists and clinical professional councilors in Nevada to be able to treat psychotic disorders. It has passed the Assembly committee and is to the Assembly.

SB68 is a bill for the provisional registration of volunteer health practitioners and is also in response to the October 1<sup>st</sup> Las Vegas tragedy; it has been signed by the Governor.

SB94 for Family Planning Services has had the appropriation removed from the bill but funding is included in the Governor's budget. It has passed through the committee and on to the Assembly for approval.

SB104 would allow local government to change their building and impact fees to incentivize affordable housing. This bill has gone through both houses.

SB159 is the sunscreen bill that would allow for children to apply sunscreen without going to the school nurse. It has been approved by the Governor.

SB171 would expand the minimum data set that is collected through the licensing boards regarding the practices of licensed health care providers to better gauge availability for access to services. It also includes reporting of markers for chronic disease from laboratories, such as the A1C test results for diabetes. This bill is exempt.

SB192 establishes minimum levels of health benefits that are required to be provided for employees who are paid the alternative minimum wage of one dollar less per hour if health care benefits are provided.

SB204 requires school districts to maintain policies for prevention of suicide in grades seven through twelve. This bill is through the Senate and is now in the Assembly; it has been declared exempt and Mr. Dick expressed hope that it would move forward.

SB263 is Senator Ratti's bill to regulate e-cigarettes more thoroughly by requiring licensing for wholesale and retail establishments. Mr. Dick informed there is a work group that is developing enforcement provisions. It would provide for these products to be included under the other tobacco product tax of thirty percent of wholesale. The provision for tax revenue to provide funding for public health will not move forward; funding will be directed toward prevention activities for e-cigarettes. This bill is exempt and is subject to the two thirds approval provisions because of the change in the licensing fees and the tax component.

SB270 is for the Nevada Housing Crisis Response System and has been enrolled for the Governor's signature. This bill would provide for crisis response for people who are at risk of losing their housing. Mr. Dick highlighted provisions in this bill that Health and Human Services can establish regulations that require entities they fund to participate in this response

system. He stated it is unclear what that might entail and who it would affect, but is possible that it would contain an unfunded mandate.

SB284 is for HIV exposure and modernization of the approach in regards to statutes and regulations. Mr. Dick noted that currently there has been criminalization of people that expose others to HIV, but with the advances in treatment of HIV, the disease can be treated to the point that it is not communicable. He informed that Ms. Howell with the Communicable Clinical Health Services program was invited to the Governor's signing ceremony.

SB291 is a bill for testing infants for preventable or inheritable disorders as recommended by Health Resources and Services Administration and requires testing to be done by the Nevada Public Health Lab at UNR. The bill has been enrolled for the Governor's signature.

SB299 provides for the electric utility to grant incentives for school districts to support up to seventy-five percent of the cost of electric vehicle infrastructure or electric school buses.

SB312 provides for paid sick leave for employees in businesses with fifty or more employees. This bill is exempt.

SB315 for the Rare Disease Advisory Council for childhood cancer awareness provides for special license plates. It passed through the second house on May 22<sup>nd</sup>.

SB418 was of great concern to the Health District and would have allowed the sale of raw milk in Nevada. Mr. Dick explained that, through work with Assemblywoman Cohen, the bill was not heard in the Assembly and is now dead.

SB425 is one of the legislative priorities for the District Board of Health for the 1915(i) Medicaid waiver expansion that would provide for reimbursement for tenancy support services for homeless persons who are severely mentally ill. This bill is exempt.

SB448 - this bill regarding affordable housing transferable tax credits has passed through the Senate and is now in Assembly Taxation. Mr. Dick noted this is one of the legislative priorities for the Board and provides ten million dollars per year over a four year pilot for those transferrable tax credits.

SB544 is a bill for the Patient Protection Commission to review issues related to health care needs of residents in Nevada for quality, accessibility and affordability of health care. It passed from the Senate Health and Human Services on May 20<sup>th</sup>; Mr. Dick informed there is a waiver for that bill and it is expected to move forward.

Mr. Dick thanked the Board for approving the Government Affairs Liaison position as he would not have been able to monitor the tremendous amount of activity in the legislative session without the assistance of Ms. Gutman. He opined the Health District has been able to have a much greater presence in the legislature this session and are poised to move from this session to prepare well in advance for the next session.

Mr. Brown commented on SB329 that was signed by the Governor on May 22<sup>nd</sup> in regards to utility providers who are now working more closely with local jurisdictions throughout Nevada. This bill is in response to last season's fires in California, and all utility providers will now be included in the Community Wildfire Prevention Plans (CWPP) along with local jurisdictions. He informed that, when plans are written for thinning or prescribed fire, the prescriptions will come through the Health District because of the air quality issues.

Chair Novak informed that Mr. Brown was highly influential in this bill being passed and thanked him for his efforts.

Mr. Brown moved to accept the Update regarding Bill Draft Requests and Bill Drafts for the 2019 Legislative session. Mr. Delgado seconded the motion which was approved six in favor and none against.

# 14. \*Staff Reports and Program Updates

# A. Air Quality Management, Daniel Inouye, Acting Director

Program Update - Updated Design Values, Divisional Update, Program Reports (Monitoring and Planning; Permitting and Enforcement)

Mr. Inouye provided an update on the air quality monitoring station relocation from downtown Reno to Libby Booth Elementary, informing that earlier this week an application had been submitted for a building permit to the City of Reno. NV Energy is finalizing plans to provide electrical service to that location and AQM is in the process of obtaining bids for the shelter, footings and fencing. He stated the site will be in operation by July 1<sup>st</sup> and they hope to be collecting data by early summer 2019.

# B. Community and Clinical Health Services, Steve Kutz, Director

Divisional Update – Teen Pregnancy Prevention Month; Data & Metrics; Sexual Health, Immunizations, Tuberculosis Prevention and Control Program, Family Planning/Teen Health Mall, Chronic Disease Prevention Program, Maternal Child and Adolescent Health, and Women Infants and Children

There were no questions for Mr. Kutz regarding his report from the Board. He introduced Ms. Lottritz for her presentation to the Board on Family Planning and Teen Pregnancy Prevention Month.

Ms. Lottritz, Public Health Nursing Supervisor for the Family Planning Program, informed she would be providing information on the Family Planning and Teen Health Mall Programs, specifically teen pregnancy, and on the project with the Washoe County Sheriff's Office.

Ms. Lottritz explained that pregnant adolescents have a higher risk of negative outcomes related to birth which impacts their life and their child's, they are more likely to end their pregnancy in abortion and less likely to receive prenatal care. She detailed factors that can elevate poor overall outcomes for all life stages of these children.

Ms. Lottritz informed the overall teen birth rate declined by nine percent to 209,809 in 2016. She detailed statistics for Nevada State and Washoe County teen birth rates, the substantial public savings due to these declines and the positive impacts of reduced teen pregnancy.

Ms. Lottritz reviewed the services provided at the CCHS Teen Health Mall, including youth-focused outreach in schools and in the community. She explained staff receives annual training to assure consistency in services and education provided.

Ms. Lottritz provided an update on the partnership with the Washoe County Sherriff's Office in which, twice per month, Family Planning staff provides birth control methods and reproductive education and planning to female inmates at the County Jail and informed of process improvements in this program.

Mr. Dahir inquired how Washoe County and Nevada compare to other states in regards to teen birth rate. Ms. Lottritz informed Nevada's rate was higher than Washoe County, and Washoe County was slightly higher than the national average.

Mr. Dick informed Nevada ranks thirty-third out of fifty states for teen birth rate and forty-one out of fifty for teen pregnancy.

# C. Environmental Health Services, Charlene Albee, Acting Director

Environmental Health Services (EHS) Division Program Updates – Community Development, Epidemiology, Food, Invasive Body Decoration (IBD), Land Development, Safe Drinking Water, Training, Vector and Waste Management, and Inspections.

Ms. Albee provided information on item 7F that had been pulled from the Consent agenda. She informed that Vector is closing their business offices at the Western Road facility and staff will relocate to the County complex on 9<sup>th</sup> and Wells. With this move, there is a large surplus of office equipment that is not needed for the new location. She informed they offered the surplus to the Health District and Washoe County CSD and all items have been claimed.

Ms. Albee explained that Ms. Franchi will be working with the Fiscal Compliance Officer to assure compliance with grant requirements and that inventory is accurate.

Ms. Albee informed there are a number of rapid QI projects in progress and streamlining that has been done; EHS groups are working together to improve processes across the board and there is good communication and team work.

# D. Epidemiology and Public Health Preparedness, Dr. Randall Todd, Director

Program Updates for Communicable Disease, Outbreaks, Measles, Invasive Pneumococcal Disease, Seasonal Influenza Surveillance, PHP Program, Inter-Hospital Coordinating Council, Chemical Response Training, Medical Reserve Corps, Emergency Medical Services, Mass Gatherings, EMS Strategic Planning Initiatives, Mutual Aid Evacuation Agreement (MAEA) Plan Update, Trainings, and REMSA Response Data

Dr. Todd informed that, as of May 17<sup>th</sup>, there are nationally 880 individual measles cases confirmed in twenty-five states, the highest recorded number of cases since 1994. He reported that there are no cases reported thus far in Washoe County this year. He opined that is in part to the lack of personal choice exemption to immunization requirements, noting there are medical and religious exemptions allowed in Nevada.

Dr. Todd reported on a suspected case of Acute Flaccid Myelitis (AFM), a polio-like syndrome, in a fifteen year old that has presented with symptoms. He informed the case has been reported to CDC and testing is underway.

Should a response for measles be necessary in Washoe County, Mr. Dahir requested that a diligent effort be made to keep City and County Councils informed.

Chair Novak inquired if a fairly accurate estimation could be made for the actual number of measles cases in the U.S., both reported and non-reported. Dr. Todd opined there may be cases not reflected in the number but that he has seen no estimate as to how many more cases there may be.

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

District Health Officer Report – Public Health Accreditation (PHAB), Crisis Standards of Care, Washoe Regional Behavioral health Policy Board, Community Health Improvement Plan, Workforce Development, TMHC, Silver Syringe Awards, Other Events and Activities and Health District Media Contacts

Regarding Accreditation, Mr. Dick informed there were a number of items reopened by the PHAB site visit team and those are being readied for resubmission by the end of May. He stated the site visit is on track for June 25-26.

Mr. Dick reported on an exercise that the Health District participated in with Carson City Health and Human Services, Southern Nevada Health District and the State on Crisis Standards of Care. He explained that if there is a situation in which resources are overwhelmed for a continuous period of ninety-six hours or more in which health care cannot be provided based on individual needs due to lack of medical resources to provide that care for everyone in the population, at that point, the Crisis Standards of Care approach would be implemented. Health care would then be provided that would be of the most benefit to the population of the community. He informed this exercise was

based upon the approach the State has established through their plan in which a State Disaster Medical Advisory Committee is formed after a County or State emergency has been declared. The State would assemble the Advisory Committee to make recommendations to the Governor on what those crisis standards of care would be. He opined it to be a very worthwhile exercise in which the State is engaged with the local health districts on how a response in a crisis would be managed.

Mr. Dick reported Truckee Meadows Healthy Communities (TMHC) held a family health festival held on May 20<sup>th</sup> at the Sparks Christian Fellowship that was attended by over six hundred fifty persons. He informed a number of vaccinations for back-to-school were provided. He thanked the team of regional partners that work with TMHC to make those events possible.

TMHC has partnered with Truckee Meadows Regional Planning Agency Governing Board and funds have been raised for Enterprise Community Partners through the Regional Strategy on Housing Affordability. Mr. Dick informed of the meeting currently in progress of the TMRPA Governing Board for their acceptance of the premise that components of the Regional Strategy on Housing Affordability can be merged with the Regional Plan that is being prepared at this time. He informed this report includes a number of recommendations about how policies can be developed across the jurisdictions in the community to provide more tools to help support affordable housing.

Mr. Dick informed he had the privilege of attending the Silver Syringe Awards dinner with Mr. Kutz and other Immunization staff members, where Mr. Kutz was awarded the Platinum Syringe Award for his vision, leadership and dedication to immunization. Mr. Dick noted this is an award that is not presented annually and opined it is a lifetime achievement award for Mr. Kutz from Immunize Nevada and the Silver Syringe Awards. He congratulated Mr. Kutz on this prestigious award.

# 15. \*Board Comment

#### Chair Novak closed the Board comment period.

#### 16. \*Public Comment

As there was no one wishing to speak, Chair Novak closed the public comment period.

#### 17. Adjournment

Chair Novak adjourned the meeting at 2:19 p.m.

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

**Special Accommodations:** The District Board of Health Meetings are accessible to the disabled. Disabled members of the public who require special accommodations or assistance at the meeting are requested to notify Administrative Health Services in writing at the Washoe County Health District, 1001 E. 9<sup>th</sup> Street, Building B, Reno, NV 89512, or by calling 775.328.2415, 24 hours prior to the meeting.

**Public Comment:** During the "Public Comment" items, anyone may speak pertaining to any matter either on or off the agenda, to include items to be heard on consent. For the remainder of the agenda, public comment will only be heard during items that are not marked with an asterisk (\*). Any public comment for hearing items will be heard before action is taken on the item and must be about the specific item being considered by the Board. In order to speak during any public comment, each speaker must fill out a "Request to Speak" form and/or submit comments for the record to the Recording Secretary. Public comment and presentations for individual agenda items are limited as follows: fifteen minutes each for staff and applicant presentations, five minutes for a speaker representing a group, and three minutes for individual speakers unless extended by questions from the Board or by action of the Chair.

**Response to Public Comment:** The Board of Health can deliberate or take action only if a matter has been listed on an agenda properly posted prior to the meeting. During the public comment period, speakers may address matters listed or not listed on the published agenda. The *Open Meeting Law* does not expressly prohibit responses to public comments by the Board of Health. However, responses from the Board members to

unlisted public comment topics could become deliberation on a matter without notice to the public. On the advice of legal counsel and to ensure the public has notice of all matters the Board of Health will consider, Board members may choose not to respond to public comments, except to correct factual inaccuracies, ask for Health District Staff action or to ask that a matter be listed on a future agenda. The Board of Health may do this either during the public comment item or during the following item: "Board Comments – Limited to Announcement or Issues for future Agendas."

#### Posting of Agenda; Location of Website:

Pursuant to NRS 241.020, Notice of this meeting was posted at the following locations: Washoe County Health District, 1001 E. 9th St., Reno, NV Reno City Hall, 1 E. 1st St., Reno, NV Sparks City Hall, 431 Prater Way, Sparks, NV Washoe County Administration Building, 1001 E. 9th St, Reno, NV Downtown Reno Library, 301 S. Center St., Reno, NV Washoe County Health District Website www.washoecounty.us/health Nevada Website: https://notice.nv.gov

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

DBOH AGENDA ITEM NO. 6Bi



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# Staff Report Board Meeting Date: June 27, 2019

TO:	District Board of Health
FROM:	Nancy Kerns Cummins, Fiscal Compliance Officer 775-328-2419, nkcummins@washoecounty.us
SUBJECT:	Approve a Grant Agreement and Notice of Grant Award from Nevada Clinical Services, Inc. effective July 1, 2019 through June 20, 2021 in the total amount of \$270,498 (no match required) in support of the Community and Clinical Health Services Division's Tobacco Control Program IO# 11562; and authorize the District Health Officer to execute the Agreement.

# **SUMMARY**

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

# District Health Strategic Priority supported by this item:

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

# PREVIOUS ACTION

On February 28, 2019, the Board approved a Grant Agreement and Notice of Grant Award from Nevada Clinical Services, Inc. retroactive to January 1, 2019 through June 20, 2019 in the total amount of \$162,855.00.

# BACKGROUND

Nevada Clinical Services, Inc. (NCS) is a nonprofit corporation supported by sixteen private Nevada hospitals, which furnishes charity care to indigent Nevadans across the State. NCS is providing grant oversight of programs funded through the Master Settlement Agreement that provide improved access to health care and improved health outcomes for Nevadans.

As part of the agreement, the Nevada Department of Health and Human Services (DHHS) contracted with NCS to provide grant contracts and reimbursement for tobacco prevention and control efforts. DHHS continues to oversee the day-to-day provisions of services and grants management. For the reimbursement to providers, including Washoe County Health District, NCS will contribute up to 30% of the funds from NCS dollars and the State will reimburse NCS the remaining 70%. The "savings" will be provided to the Health District via an amendment providing funding for additional tobacco prevention and control activities.



Subject: Approve Grant Agreement - NCS Date: June 27, 2019 Page 2 of 2

# FISCAL IMPACT

The program anticipated funding and included it in the FY20 adopted budget; therefore, no budget amendment is necessary.

# **RECOMMENDATION**

It is recommended that the Washoe County District Board of Health approve a Grant Agreement and Notice of Grant Award from Nevada Clinical Services, Inc. effective July 1, 2019 through June 20, 2021 in the total amount of \$270,498 (no match required) in support of the Community and Clinical Health Services Division's Tobacco Control Program IO# 11562; and authorize the District Health Officer to execute the Agreement.

# **POSSIBLE MOTION**

Should the Board agree with staff's recommendation, a possible motion would be: "Move to approve a Grant Agreement and Notice of Grant Award from Nevada Clinical Services, Inc. effective July 1, 2019 through June 20, 2021 in the total amount of \$270,498 (no match required) in support of the Community and Clinical Health Services Division's Tobacco Control Program IO# 11562; and authorize the District Health Officer to execute the Agreement."

# Nevada Clinical Services, Inc.

(hereinafter referred to as NCS)

# **GRANT AGREEMENT AND NOTICE OF GRANT**

Grantee Name:       Grantee Address:         Washoe County Health District (WCHD)       I001 E. Ninh Street Reno, NV 89512         Program Name:       I001 E. Ninh Street Reno, NV 89512         Grant Period:       Grantee's:         July 1, 2019 - June 30, 2021       Grantee's:         Europse of Awarg: To eliminate exposure to secondhand smoke, prevent initiation of tobacco we among youth and young adults, and identify and eliminate tobacco-related disparties.         Region(S1 to be served: □ Statewide ⊠ Specific county or counties: Washoe Acoroved Budget Categories:       Disfursement 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 grant. Total reimbursement will not exceed \$135,249 per fiscal year times 2 years. Total for the grant period will be \$270,498. NCS has designated Nevado Department of Health and Human Services, Division of Public and Behavioral Health ('Manager') to provide professional services to assist NCS in administering and managing this Grant.         Terms and Conditions:       I         In excepting these grant funds, it is understood that: 1. Expenditures must comply with applicable law; 2. The recipient of these funds agrees to stipulations listed in the incorporated documents; and 3. NCS shall have the right to assign its rights and obligations hereunder to the Nevada Department of Health and Human Services, Division of Public and Behavioral Health ('DBH') upon seven (7) days' written notice to Grantee. Any such assignment of tha Agreement to DPH NCS and Grantee agree that the amendments reflected in Section J shall become effective immed	AWARD				
Reno, NV 89512       Program Name: Tobacco Control     Grantea's:       Grant Period: July 1, 2019 - June 30, 2021     Grantea's:       Eurose of Award: To eliminate exposure to secondhand smoke, prevent initiation of tobacco use among youth and young adults, and identify and eliminate tobacco-related disparities.     Bradstreet: 073786998       Purpose of Award: To eliminate exposure to secondhand smoke, prevent initiation of tobacco use among youth and young adults, and identify and eliminate tobacco-related disparities.     Bardstreet: 073786998       Ration(s) to be sarvad: □ Statewide ⊠ Specific county or counties: Washoe     Accoreved Budget Categories:     Payment will be made upon receipt and acceptance of an invoice and supporting documentation specifically requesting documentation specifically requesting freimbursement for actual expenditures specific to this grant. Total reprises 1163,937       5. Contractual/Consultant 5. Contractual/Consultant 5. Contractual/Consultant 5. Contractual/Consultant 5. Contractual/Consultant 7. Indirect 7. Indirect 7. Indirect 7. Indirect 7. Indirect \$270,498     Total cost: 270,498       Terms and Conditions: In accepting these grant funds, it is understood that: 1. Expenditures must comply with applicable law; 2. The recipient of these funds agrees to stipulations listed in the incorporated documents; and 3. NCS shall have the right to assign its rights and obligations hereunder to the Nevada Department of Health and Human Services, Division of Public and Behavioral Health ("DPBH") upon seven (7) days' written notice to Grantee. Any such assignment shall release NCS from any and all future obligations to Grantee. Upon NCS Assignment of this Agreement to DPBH. NCS and Grantee agree that the amendments reflected in Section J sh	Grantee Name:			Grantee Address	:
Program Name: Tobacco Control       Grant Period: Stant Period: July 1, 2019 - June 30, 2021       Grante's: EIN: 83-6000138 NCS Grant #: 162712 Dun & Bradstreet: 073786998         Purpose of Award: To eliminate exposure to secondhand smoke, prevent initiation of tobacco use among youth and young adults, and identify and eliminate tobacco-related disparities.       Eardstreet: 073786998         Purpose of Award: To eliminate tobacco-related disparities.       Bradstreet: 073786998         Approved Budget Categories:       Disbursement of funds will be as follows: Payment will be made upon receipt and acceptance of an invoice and supporting documentation specifically requesting for the grant period will be \$270,498. NCS has designated Nevada Department of Health and Human Services, Division of Public and Behavioral Health ("Manager") to provide professional services to assist NCS in administering and managing this Grant.         Terms and Conditions:       In acception of these funds agrees to stipulations listed in the incorporated documents; and 3. NCS shall have the right to assign its rights and obligations hereunder to the Nevada Department of Health and Human Services, Division of Public and 3. NCS shall have the right to assignment of tha Agreement to DPBH, NCS and Grantee. Upon NCS' Assignment of the Agreement to DPBH, NCS and Grantee agree that the amendments reflected in Section J shall become effective immediately.         Incorporated Documents:       Section R: Assurances; Section R: Section R: Assurances; Section C: Budget and Financial Reporting Requirements; Section C: Budget and Financial Reporting Requirements; Section C: Budget and Financial Reporting Requirements; Section R: Assurances; Section R: Assignment         Section R: Bescond R: Section	Washoe County Health District (W	VCHD)		1001 E. Ninth Stre	eet
Tobacco Control         Grant Pariod:           July 1, 2019 - June 30, 2021         Grantes's:           Elin: 88-6000138 NCS Grant #: 162712           Dun & Bradstreet: 073786998           Purpose of Award: To eliminate exposure to secondhand smoke, prevent initiation of tobacco use among youth and young adults, and identify and eliminate tobacco-related disparities.           Retainfol: to be served: □ Statewide ⊠ Specific county or counties:         Washoe           Approved Budget Categories:         Payment will be made upon receipt and acceptratione of an invoice and supporting documentation specifically requesting reimbursement for actual expenditures specific to this grant. Total reimbursement will not exceed \$ 35,0002           6. Other         \$ 20,036           7. Indirect         \$ 20,036           8. Total Cost: \$ 270,498         Displayment of Public and Behavioral Health ("Manager") to provide professional services to assist NCS in administering and managing this Grant.           Terms and Conditions:         I accepting these grant funds, it is understood that:           1. Expenditures must comply with applicable law;         I the recipient of these funds agrees to stipulations listed in the incorporated documents; and           3. NCS Shall have the right to assign its rights and obligations hereunder to the Nevada Department of Health and Human Services, Division of Public and Behavioral Health ("DPBH") upon seven (7) days' written notice to Grantee. Any such assignment shall release NCS from any and all future obligations to Grantee. Upon NCS Assignment of this Agreement to DPBH,				Reno, NV 89512	
Grant Period:       Grantes's:         July 1, 2019 - June 30, 2021       EIN: 88-6000138 NCS Grant #: 162712 Dun & Bradstreet: 073786998         Purpose of Award: To eliminate exposure to secondhand smoke, prevent initiation of tobacco use among youth and young adults, and identify and eliminate tobacco-related disparities.         Region(s) to be served:       Statewide ⊠ Specific county or counties: Washoe         Aboroved Budget Categories:       Specific county or counties: Washoe         1.       Personnel       \$         2.       Travel       \$         3.       Supplies       \$         6.       Other       \$         7.       Indirect       \$         2.       Total Cost:       \$         2.       Total Cost:       \$         2.0.036       Distresent Vision of Public and Behavioral Health (Manager') to provide professional services to assist NCS in administering and managing this Grant.         Terms and Conditions:         In accepting these grant funds, it is understood that:         1.       Expenditures must comply with applicable law;         2.       Total Cost:       \$         2.       Total Cost:       \$         2.0.036       Dispaniture mode upon receipt and acceptance of an invoice and sportment of health and Human Services, Division of Public and Behavioral Healt	Program Name:				
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NCS Grant #: 162712 Dun & Bradstreet: 073786998         Purpose of Award; To eliminate exposure to secondhand smoke, preven limitation of tobacco use among youth and young adults, and identify and eliminate tobacco-related dispartites.         Region(s) to be served: □ Statewide ⊠ Specific county or counties: Washoe         Abproved Budget Categories:       Disbursement of funds will be as follows: Payment will be made upon receipt and acceptance of an invoice and supporting d. Personnel       \$       163,937 0         1.       Personnel       \$	Grant Period:			Grantee's:	
Dun & Bradstreet: 073786998           Purpose of Award: To eliminate exposure to secondhand smoke, prevent initiation of tobacco use among youth and young adults, and identify and eliminate tobacco-related disparities.           Region(s) to be served: □ Statewide ☑ Specific county or counties: Washoe           Approved Budget Categories:         Disbursement of funds will be as follows:           Approved Budget Categories:         Disbursement of funds will be as follows:           1.         Personnel         \$         163,937           2.         Travel         \$         5,896           3.         Supplies         \$         2,504           4.         Operating         \$         0002           6.         Other         \$         28,002           6.         Other         \$         20,036           7.         Indirect         \$         20,036           8.         Total Cost:         \$         270,498           9.         Total Cost:         \$         270,498           18.         Conditions         Inaccepting these grant funds, it is understood that:         1.           1.         Expenditures must comply with applicable law;         2.           1         Total Cost:         \$         270,498         Behavioral Health	July 1, 2019 - June 30, 2021				EIN: 88-6000138
Purpose of Award: To eliminate exposure to secondhand smoke, prevent initiation of tobacco use among youth and young adults, and identify and eliminate tobacco-related disparities.         Region(s) to be served:::: Statewide Specific county or counties:: Washoe         Approved Budget Categories::       163,937         1.       Personnel       \$				N	CS Grant #: 162712
youth and young adults, and identify and eliminate tobacco-related disparities.         Region(s) to be served: □ Statewide ⊠ Specific county or counties: Washoe         Aboroved Budget Categories:       Disbursement of funds will be as follows:         1.       Personnel       \$ 163,937         2.       Travel       \$ 5,956         3.       Supplies       \$ 2,504         4.       Operating       \$ 5,002         6.       Other       \$ 28,123         7.       Indirect       \$ 20,036         8.       Total Cost:       \$ 20,036         9.       Total Cost:       \$ 270,498         1.       Expenditures must comply with applicable law;       2.         1.       The recipient of these funds agrees to stipulations listed in the incorporated documents; and         3.       NCS shall have the right to assign its rights and obligations hereunder to the Nevada Department of Health and Human Services, Division of Public and Behavioral Health ("DPBH") upon seven (7) days' written notice to Grantee. Any such assignment this l release NCS from any and all future obligations to Grantee. Upon NCS' Assignment of this Agreement to DPBH") upon seven (7) days' written notice to Grantee. Any such assignment to this Agreement to DPBH") upon seven (7) days' written notice to Grantee. Any such assignment to this Agreement to DPBH") upon seven (7) days' written notice to Grantee. Scipment of this Agreement to DPBH") upon seven (7) days' written notice to Grantee. S				Dun & E	Bradstreet: 073786998
Region(s) to be served: □ Statewide ⊠ Specific county or counties: Washee         Approved Budget Categories:       Disbursement of fundes will be as follows:         1.       Personnel       \$       163,937         2.       Travel       \$       5,896         3.       Supplies       \$       2,504         4.       Operating       \$       2,004         5.       Contractual/Consultant       \$       20,036         6.       Other       \$       28,123         7.       Indirect       \$       20,036         8.       20,036       Urman Services, Division of Public and Behavioral Health ("Manager") to provide professional services to assist NCS in a dministering and managing this Grant.         Terms and Conditions:         In accepting these grant funds, it is understood that:         1. Expenditures must comply with applicable law;         2. The recipient of these funds agrees to stipulations listed in the incorporated documents; and         NCS shall have the right to assign its rights and obligations hereunder to the Nevada Department of Health and Human Services, Division of Public and Behavioral Health ("DPBH") upon seven (7) days' written notice to Grantee. Division of Public and Behavioral Health ("DPBH") upon seven (7) days' written notice to Grantee. Division of Public and Behavioral Health ("DPBH") upon seven (7) days' written notice to G	Purpose of Award: To eliminate	exposure to s	secondhand	smoke, prevent init	iation of tobacco use among
Approved Budget Categories:         Disbursement of funds will be as follows:           1. Personnel         \$ 163,937           2. Travel         \$ 5,896           3. Supplies         \$ 2,504           4. Operating         \$ 00           5. Contractual/Consultant         \$ 50,002           6. Other         \$ 28,123           7. Indirect         \$ 20,036           Total Cost:         \$ 270,498           Terms and Conditions:         In acceptance systems of funds will be \$270,498. NCS has designated Nevada Department of Health and Human Services to assist NCS in administering and managing this Grant.           Terms and Conditions:         In accepting these grant funds, it is understood that:           1. Expenditures must comply with applicable law;         2           3. NCS shall have the right to assign its rights and obligations hereunder to the Nevada Department of Health and Human Services, Division of Public and Behavioral Health ("Manager") to provide professional services to assist NCS in administering and managing this Grant.           1. Expenditures must comply with applicable law;           2. The recipient of these funds agrees to stipulations listed in the incorporated documents; and           3. NCS shall have the right to assign ment of this Agreement to DPBH, NCS and Grantee agree that the amendments reflected in Section J shall become effective immediately.           1. Incorporated Documents:         Section A: Assurances; <t< td=""><td>youth and young adults, and ident</td><th>tify and elimir</th><td>nate tobacco</td><td>-related disparities.</td><td></td></t<>	youth and young adults, and ident	tify and elimir	nate tobacco	-related disparities.	
I. Personnel       \$       163,937         2. Travel       \$       5,896         3. Supplies       \$       2,504         4. Operating       \$       0         5. Contractual/Consultant       \$       50,002         6. Other       \$       28,123         7. Indirect       \$       20,036         8. Other       \$       20,036         9. Other       \$       20,036         10. Total Cost:       \$       270,498         Proceeding these grant funds, it is understood that:         1. Expenditures must comply with applicable law;       2         2. The recipient of these funds agrees to stipulations listed in the incorporated documents; and       3. NCS shall have the right to assign its rights and obligations hereunder to the Nevada Department of Health and Human Services, Division of Public and Behavioral Health ("DPBH") upon seven (7) days' written notice to Grantee. Any such assignment shall release NCS from any and all future obligations to Grantee. Upon NCS' Assignment of this Agreement to DPBH, NCS and Grantee agree that the amendments reflected in Section J shall become effective immediately.         Incorporated Documents:         Section R:       Obseription of Services, Scope of Work and Deliverables;         Section B:       Description of Services, Scope of Work and Deliverables;         Section F:       NCS Business Associate	Region(s) to be served:  State	wide 🖂 Spe	ecific county	or counties: <u>Wash</u>	<u>oe</u>
1.       Personnel       \$       163,937       acceptance of an invoice and supporting documentation specifically requesting         2.       Travel       \$       5,896       acceptance of an invoice and supporting documentation specifically requesting         3.       Supplies       \$       2,504       reinbursement for actual expenditures specific to this grant. Total reinbursement will not exceed         4.       Operating       \$       0       the grant. Total reinbursement will not exceed         5.       Contractual/Consultant       \$       20,036       the grant. Total reinbursement will not exceed of an invoice and supporting         7.       Indirect       \$       20,036       the grant period will be \$270,498. NCS has designated Nevada Department of Health and Human Services, Division of Public and Behavioral Health ("Manager") to provide professional services to assist NCS in administering and managing this Grant.         Terms and Conditions:         In accepting these grant funds, it is understood that:         1.         Acception of these funds agrees to stipulations listed in the incorporated documents; and         1.         Contractual/Cost: \$         2.         1.         In accepting these grant funds, it is understood that:         1. <t< td=""><td>Approved Budget Categories:</td><th></th><td></td><td>Disbursement of</td><td>funds will be as follows:</td></t<>	Approved Budget Categories:			Disbursement of	funds will be as follows:
2. Travel       \$        5,896        documentation specifically requesting          3. Supplies       \$        2,504        reimbursement for actual expenditures specific to         this grant. Total reimbursement will not exceed          4. Operating       \$        0        5. Contractual/Consultant        \$          5. Contractual/Consultant       \$        20,0036        \$        \$          6. Other       \$        20,036        Total Cost:        \$        20,036          7. Indirect       \$        20,036        Total Cost:        \$        20,036          8       administering and managing this Grant.       Terms and Conditions:        In accepting these grant funds, it is understood that:          1. Expenditures must comply with applicable law;        2. The recipient of these funds agrees to stipulations listed in the incorporated documents; and          3. NCS shall have the right to assign its rights and obligations hereunder to the Nevada Department of         Health and Human Services, Division of Public and Behavioral Health ("DPBH") upon seven (7) days'         written notice to Grantee. Any such assignment shall release NCS from any and all future obligations         to Grantee. Upon NCS' Assignment of this Agreement to DPBH, NCS and Grantee agree that the         amendments reflected in Section J shall become effective immedia					
3. Supplies       \$       2,504         4. Operating       \$       0         5. Contractual/Consultant       \$       50,002         6. Other       \$       28,123         7. Indirect       \$       20,036         Total Cost:       \$       270,498         9. Contractual/Consultant       \$       20,036         10. Indirect       \$       20,036         11. accepting these grant funds, it is understood that:       1         1. Expenditures must comply with applicable law;       2         2. The recipient of these funds agrees to stipulations listed in the incorporated documents; and         3. NCS shall have the right to assign its rights and obligations hereunder to the Nevada Department of Health and Human Services, Division of Public and Behavioral Health ("DPBH") upon seven (7) days' written notice to Grantee. Any such assignment shall release NCS from any and all future obligations to Grantee. Upon NCS' Assignment of this Agreement to DPBH, NCS and Grantee agree that the amendments reflected in Section J shall become effective immediately.         Incorrorated Documents:         Section A:       Assurances;         Section A:       Assurances;         Section A:       Audit Information Request; and         Section R:       Audit Information Request; and         Section R:       Quarterly Program Activity Tracking and Evaluation					
4. Operating       \$       0         4. Operating       \$       0         5. Contractual/Consultant       \$       50,002         6. Other       \$       28,123         7. Indirect       \$       20,036         8. Other       \$       270,498         9. Total Cost:       \$       270,498         10. Total Cost:       \$       270,498         11. accepting these grant funds, it is understood that:       1         1. Expenditures must comply with applicable law;       2         2. The recipient of these funds agrees to stipulations listed in the incorporated documents; and         3. NCS shall have the right to assign its rights and obligations hereunder to the Nevada Department of Health and Human Services, Division of Public and Behavioral Health ("DPBH") upon seven (7) days' written notice to Grantee. Any such assignment shall release NCS from any and all future obligations to Grantee. Upon NCS' Assignment of this Agreement to DPBH, NCS and Grantee agree that the amendments reflected in Section J shall become effective immediately.         Incororated Documents:         Section R:       Description of Services, Scope of Work and Deliverables;         Section D:       Request for Reimbursement;         Section R:       Description of Services, and Services and Services and Services and Services and Services and Services and Section F:         Nuccon te:       Audit Informa		\$	5,896		
*.       Operating       *       0       \$135,249 per fiscal year times 2 years. Total for the grant period will be \$270,498. NCS has designated Nevada Department of Health and Human Services, Division of Public and Behavioral Health ("Manager") to provide professional services to assist NCS in administering and managing this Grant.         Terms and Conditions:       In direct       \$270,498       Behavioral Health ("Manager") to provide professional services to assist NCS in administering and managing this Grant.         Terms and Conditions:       In accepting these grant funds, it is understood that:       In accepting these grant funds, it is understood that:         1.       Expenditures must comply with applicable law;       2.         2.       The recipient of these funds agrees to stipulations listed in the incorporated documents; and         3.       NCS shall have the right to assign its rights and obligations hereunder to the Nevada Department of Health and Human Services, Division of Public and Behavioral Health ("DPBH") upon seven (7) days' written notice to Grantee. Any such assignment shall release NCS from any and all future obligations to Grantee. Upon NCS' Assignment of this Agreement to DPBH, NCS and Grantee agree that the amendments reflected in Section J shall become effective immediately.         Incorporated Documents:       Section A:       Assurances;         Section A:       Assurances;       Section G:         Section A:       Audit Information Request; and       Staff Certification         Section F:       NCS Business Associate Addendum	3. Supplies	\$	2,504		
5.       Contractual/Consultant       \$       50,002       28,123       the grant period will be \$270,498. NCS has designated Nevada Department of Health and Human Services, Division of Public and Behavioral Health ("Manager") to provide professional services to assist NCS in administering and managing this Grant.         Terms and Conditions:         In accepting these grant funds, it is understood that:         1.       Expenditures must comply with applicable law;         2.       The recipient of these funds agrees to stipulations listed in the incorporated documents; and         3.       NCS shall have the right to assign its rights and obligations hereunder to the Nevada Department of Health and Human Services, Division of Public and Behavioral Health ("DPBH") upon seven (7) days' written notice to Grantee. Any such assignment shall release NCS from any and all future obligations to Grantee. Upon NCS' Assignment of this Agreement to DPBH, NCS and Grantee agree that the amendments reflected in Section J shall become effective immediately.         Incorporated Documents:         Section R:       Assurances;         Section D:       Request for Reimbursement;         Section D:       Request for Reimbursement;         Section G:       Quarterly Program Activity Tracking and Evaluation         Section F:       NCS Business Associate Addendum         Section I:       Staff Certification         Section I:       Staff Certification         Section I:	4. Operating	\$	0		
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7.       Indirect       \$ 20,036 Total Cost:       Human Services, Division of Public and Behavioral Health ("Manager") to provide professional services to assist NCS in administering and managing this Grant.         Terms and Conditions:         In accepting these grant funds, it is understood that:         1.       Expenditures must comply with applicable law;         2.       The recipient of these funds agrees to stipulations listed in the incorporated documents; and         3.       NCS shall have the right to assign its rights and obligations hereunder to the Nevada Department of Health and Human Services, Division of Public and Behavioral Health ("DPBH") upon seven (7) days' written notice to Grantee. Any such assignment shall release NCS from any and all future obligations to Grantee. Upon NCS' Assignment of this Agreement to DPBH, NCS and Grantee agree that the amendments reflected in Section J shall become effective immediately.         Incorporated Documents:         Section A:       Assurances;         Section C:       Budget and Financial Reporting Requirements;         Section F:       NCS Business Associate Addendum         Section F:       NCS Business Associate Addendum         Section H:       Annual Work Plan         Section J:       Assignment         Section J:       Assignment         Section J:       Assignment         Section I:       Staff Certification         Section J:	6. Other	\$ 2	28,123		
Total Cost: \$ 270,498       Behavioral Health ("Manager") to provide professional services to assist NCS in administering and managing this Grant.         Terms and Conditions:         In accepting these grant funds, it is understood that:         1.       Expenditures must comply with applicable law;       2.         2.       The recipient of these funds agrees to stipulations listed in the incorporated documents; and       3.         3.       NCS shall have the right to assign its rights and obligations hereunder to the Nevada Department of Health and Human Services, Division of Public and Behavioral Health ("DPBH") upon seven (7) days' written notice to Grantee. Any such assignment shall release NCS from any and all future obligations to Grantee. Upon NCS' Assignment of this Agreement to DPBH, NCS and Grantee agree that the amendments reflected in Section J shall become effective immediately.         Incorporated Documents:         Section A: Assurances;         Section A: Assurances;         Section B: Description of Services, Scope of Work and Deliverables;         Section C: Budget and Financial Reporting Requirements;         Section G: Quarterly Program Activity Tracking and Evaluation         Section G: Quarterly Program Activity Tracking and Evaluation         Section A: Assignment         Section A: Assignment         Section B: Colspane: Sectin C: Budget and Financial Reporting Re	7. Indirect	\$ 2	20,036		
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<ul> <li>2. The recipient of these funds agrees to stipulations listed in the incorporated documents; and</li> <li>3. NCS shall have the right to assign its rights and obligations hereunder to the Nevada Department of Health and Human Services, Division of Public and Behavioral Health ("DPBH") upon seven (7) days' written notice to Grantee. Any such assignment shall release NCS from any and all future obligations to Grantee. Upon NCS' Assignment of this Agreement to DPBH, NCS and Grantee agree that the amendments reflected in Section J shall become effective immediately.</li> <li>Incorporated Documents:</li> <li>Section A: Assurances;</li> <li>Section B: Description of Services, Scope of Work and Deliverables;</li> <li>Section C: Budget and Financial Reporting Requirements;</li> <li>Section D: Request for Reimbursement;</li> <li>Section F: Audit Information Request; and</li> <li>Section F: NCS Business Associate Addendum</li> <li>Section G: Quarterly Program Activity Tracking and Evaluation</li> <li>Section H: Annual Work Plan</li> <li>Section J: Assignment</li> </ul>					
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Section C:       Budget and Financial Reporting Requirements;         Section D:       Request for Reimbursement;         Section E:       Audit Information Request; and         Section F:       NCS Business Associate Addendum         Section G:       Quarterly Program Activity Tracking and Evaluation         Section H:       Annual Work Plan         Section J:       Staff Certification         Section J:       Assignment         Date         Kevin Dick         District Health Officer, WCHD       Image: Colspan="2">Image: Colspan="2">Image: Colspan="2">Colspan="2">Colspan="2">Colspan="2"         Karla Perez       Image: Colspan="2">Image: Colspan="2"		,	s, Scope of	Work and Deliverab	les;
Section D:       Request for Reimbursement;         Section E:       Audit Information Request; and         Section F:       NCS Business Associate Addendum         Section G:       Quarterly Program Activity Tracking and Evaluation         Section H:       Annual Work Plan         Section I:       Staff Certification         Section J:       Assignment         Date         Kevin Dick         District Health Officer, WCHD       Image: Colspan="2">Image: Colspan="2">Image: Colspan="2">Colspan="2"Colspan			•		
Section E:       Audit Information Request; and         Section F:       NCS Business Associate Addendum         Section G:       Quarterly Program Activity Tracking and Evaluation         Section H:       Annual Work Plan         Section I:       Staff Certification         Section J:       Assignment         Kevin Dick       District Health Officer, WCHD       Signature       Date         Karla Perez       Image: Section I       Image: Section I       Image: Section I	-		•	• *	
Section F:       NCS Business Associate Addendum         Section G:       Quarterly Program Activity Tracking and Evaluation         Section H:       Annual Work Plan         Section I:       Staff Certification         Section J:       Assignment         Date         Kevin Dick       District Health Officer, WCHD         Karla Perez       Image: Colspan="2">Image: Colspan="2">Colspan="2">Colspan="2">Colspan="2">Colspan="2">Colspan="2">Colspan="2">Colspan="2">Colspan="2">Colspan="2">Colspan="2">Colspan="2">Colspan="2">Colspan="2"Co	•				
Section H: Annual Work Plan Section I: Staff Certification Section J: Assignment           Kevin Dick         Date           Karla Perez         Control of the section of t				ım	
Section I:       Staff Certification         Section J:       Assignment         Kevin Dick       District Health Officer, WCHD       Date         Karla Perez       Image: Construct of the section	Section G: Quarterly	tivity Trackir	ig and Evaluation		
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Kevin Dick     Signature     Date       District Health Officer, WCHD	Section J: Assignme	ent			
District Health Officer, WCHD       Karla Perez			S	ignature	Date
Karla Perez	Kevin Dick				
	District Health Officer, WCHD				
Treasurer, NCS					
	Treasurer, NCS				

#### SECTION A

#### Assurances

As a condition of receiving grant funds from NCS, the Grantee agrees to the following conditions:

- 1. Grant funds may not be used for other than the awarded purpose. In the event Grantee expenditures do not comply with this condition, that portion not in compliance must be refunded to NCS.
- 2. To submit reimbursement requests only for expenditures approved in the spending plan. Any additional expenditure beyond what is allowable based on approved categorical budget amounts, without prior written approval by NCS, may result in denial of reimbursement.
- 3. Approval of the grant budget by NCS 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 NCS is not allowed under the terms of this grant. Requests to revise approved budget amounts must be made in writing and provide sufficient narrative detail to determine justification.
- 4. Recipients of grants are required to maintain grant accounting records, identifiable by NCS Grant 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 NCS, either directly or through its Manager. Records may be destroyed by Grantee five (5) calendar years after final financial and narrative reports have been submitted to NCS, through Manager.
  - b. In all cases an overriding requirement exists to retain records until resolution of any audit questions relating to individual grants.

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

- 5. To disclose any existing or potential conflicts of interest relative to the performance of services resulting from this grant award. NCS 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. 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. To comply with the Americans with Disability Act of 1990, P.C. 101-136, 42 U.S.C. 12101, as amended, and regulations adopted thereunder contained in 28 C.F.R. 6.101-36.999 inclusive and any relevant NCS policies.
- 8. To comply with the requirements of the Health Insurance Portability and Accountability Act (HIPPA) of 1996, 45 C.F.R. 160, 162 and 164, as amended. If the grant includes functions or activities that involve the use or disclosure of protected health information (PHI) then the Grantee agrees to enter into a Business Associate Agreement with NCS as required by 45 C.F.R. 164.504(e). If PHI will not be disclosed, then a Confidentiality Agreement will be entered into.
- 9. No funding associated with this grant 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.
- 10. NCS grants are subject to inspection and audit by representatives of NCS, including any representative of Manager or Manager's designee, 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.
- 11. Any audit of Grantee's expenditures will be performed in accordance with generally accepted government auditing standards to determine there is proper accounting for use of grant funds. It is the policy of NCS that each grantee required under federal regulations, as specified by the Office of Management and Budget 2 C.F.R. § 200.501(a), revised December 26, 2013, to have an audit prepared by an Independent auditor must provide a copy of the final audit report to NCS, through Manager. A COPY OF THE FINAL AUDIT REPORT MUST BE SENT TO MANAGER AT THE FOLLOWING ADDRESS:

Nevada State Division of Public and Behavioral Health Attn: Contract Unit 4150 Technology Way, Suite 300 Carson City, NV 89706-2009

This copy of the final audit must be sent to Manager within nine (9) months of the close of the Grantee's fiscal year. To acknowledge this requirement, Section E of this Grant Agreement and Notice of Grant Award must be completed.

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# SECTION B

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

VENDOR, hereinafter referred to as Grantee, agrees to provide the following services and reports according to the identified timeframes:

#### Scope of Work for VENDOR

#### Year One Annual Scope of Work July 1, 2019 to June 30, 2020

Component 1: Tobaco	co Prevention and Control					
Goal 1: Preventing ini	tiation among youth and young adult	S				
Annual Objectives	Activities	Outputs	Timeline Begin/End	Target Population	Evaluation Measure (indicator)	Evaluation Tool
1.1 Through June 30, 2020, assist one (1) campus of higher education in tobacco- free campus implementation.	1.1.1 Provide leadership and technical assistance (TA) to Truckee Meadows Community College TMCC to implement and comply with the adopted tobacco-free resolution at their main and satellite campuses.	TA meetings notes/agendas Promotional materials	July 2019 – June 2020	Students; college faculty and staff	# of TA meetings # of campuses reached # of materials and type of TA provided Estimated # impacted	Quarterly progress reports
	1.1.2 Explore working with at least one (1) student club at TMCC to help lead educational activities/ events on campus, and with the student club, organize at least one (1) educational event(s) focusing on tobacco-free campuses.	List of educational events List of student club(s)	July 2019 – June 2020	Students; college faculty and staff	<ul> <li># of educational events</li> <li># of student clubs working on tobacco and smoke free TMCC initiatives</li> <li># Reached</li> </ul>	Quarterly progress reports
	1.1.3 Use outreach messages at TMCC on tobacco-free campuses and cessation to reach a minimum of 50% of students, staff and faculty.	Outreach messages	July 2019 – June 2020	Students; college faculty and staff	# and type of messages # of outreach platforms % and # Reached	Quarterly progress reports
1.2 By June 30, 2020, provide at least 85% of tobacco retailers in Washoe County with information on Nevada's online tobacco merchant	1.2.1 Participate in 100% of tobacco merchant workgroup calls to collaborate with statewide partners on education/promotion of the Nevada tobacco merchant training and outreach campaign.	Workgroup meeting notes	July 2019 – June 2020	Tobacco retailers	% of meetings/calls attended	Quarterly progress reports

training intended to prevent sales of tobacco to minors.	1.2.2 Promote the online merchant training to at least 85% of tobacco retailers in Washoe County through	Campaign materials	July 2019 – June 2020	Tobacco retailers	# and % of tobacco retailers reached	Quarterly progress reports
	a mail campaign.	Tobacco merchant training campaign				
	1.2.3 Survey at least five (5) tobacco retailers to gauge interest in revamping storefront design to decrease tobacco advertisements.	Survey outcomes report	July 2019 – June 2020	Tobacco retailers	# of retailers surveyed # of reports	Quarterly progress reports
1.3 By June 30, 2020, identify, promote and develop one (1) tobacco policy focused on youth and young adults.	1.3.1 Develop one (1) Youth Tobacco Prevention Strategic Plan for Washoe County outlining short and long-term goals and activities for youth cessation, initiation and prevention.	Washoe County Youth Tobacco Prevention Strategic Plan	July 2019 - Dec 2019	Youth	<ul><li># of plans created</li><li># of goals or initiatives addressing youth tobacco prevention</li></ul>	Quarterly progress reports
	1.3.2 Provide TA to at least one (1) agency serving youth to increase education and prevention messages to youth and families about e-cigs and tobacco use.	Youth prevention messages List of agencies	July 2019 – June 2020		# of agencies provided with TA # and type of messages	Quarterly progress reports
					Estimated # impacted	

Goal 2: Eliminating nonsmokers' exposure to secondhand smoke							
Annual Objectives	Activities	Outputs	Timeline Begin/End	Target Population	Evaluation Measure (indicator)	Evaluation Tool	
2.1 By June 30, 2020, increase support for smoke-free (SF) jurisdictions in Washoe County by increasing the number of SF policies by at least 3 in Washoe	2.1.1 Provide outreach to at least seven (7) multi-unit housing (MUH) properties and assist at least three (3) MUH properties in establishing indoor SF policies, providing TA and signage as needed.	SF MUH policies List of SF properties	July 2019 - June 2020	Multi-unit housing residents	<ul> <li># of SF policies</li> <li># of properties provided</li> <li>with signage</li> <li># and of SF MUH</li> <li>properties and units</li> <li>assisted</li> </ul>	Quarterly Progress Reports Copies of SF Policies	
County.	2.1.2 Provide four (4) presentations or networking/educational events to promote SF MUH.	SF MUH Presentations SF MUH Events	July 2019 - June 2020	MUH Owners/ Managers	# of presentations # of meeting/events	Quarterly Progress Reports Presentation Slides	

2.1.3 Leverage partnerships among community partners to encourage organizations to adopt SF meetings policies by working with at least three (3) event planners, organizers, or decision makers and/or human resources department (HR) directors regarding SF meetings/events policies.	SF meetings/events policies	July 2019 – June 2020	MUH Owners/ Managers/ Decision Makers	<ul> <li># of event planners/ organizers /decision- makers informed-</li> <li># of informational materials distributed</li> </ul>	Quarterly Progress Reports Copies of SF Policies
2.1.4 Encourage the use of SF meeting/event locations among businesses/organizations, through education about the health risks of exposure to secondhand smoke at meetings/events using a minimum of four (4) mediums (social media, blogs, print, tabling, letters to the editor, presentations, newsletters, etc.).	Outreach and education materials	July 2019 – June 2020	Community Stakeholders	<ul> <li># and type of outreach mediums</li> <li># and type of audiences reached</li> <li>Estimated # impacted</li> </ul>	Quarterly Progress Reports
2.1.5 Report the impact of SF meetings/events, including 1) tracking organizations that have a policy pledge to determine the number of meetings/events held in SF locations and number of attendees impacted; and 2) number of meetings/events held at SF locations in Washoe County.	SF Meeting/Events Impact Report	July 2019 – June 2020	Stakeholders	# of reports Estimated # impacted # and of groups/ organizations pledged # of SF meetings/events held in Washoe County	Quarterly Progress Reports Impact report
2.1.6 Provide outreach and conduct an attitudes survey of Northern Nevada PRIDE attendees.	Attitudes survey	July 2019 - June 2020	LGBTQ	<ul><li># reached at event</li><li># of surveys completed</li></ul>	Quarterly Progress Reports Survey results
2.1.7 Provide TA, signage, and survey information to Northern Nevada PRIDE organizers to encourage a SF policy for the local PRIDE event reaching the LGBTQ population.	SF Pride Event Policy	July 2019 - June 2020	LGBTQ	# of signs provided # of policies adopted Estimated # impacted	Quarterly Progress Reports Copy of SF Policy

2.1.8 Enha	nce and promote	SF lodging	July 2019 -	General	# of nightlife/bar and	Quarterly
Washoe Co	ounty SF lodging and recognize	directory	June 2020	population	lodging locations listed in the directories	Progress
5	e (3) businesses for	SF nightlife/bar				Reports
	employees and patrons	directory			# reached with promotion	
from secon	d hand smoke.				of the directories	
		Outreach and				
		promotion			# of businesses recognized	
		messages				
		List of recognized				
		businesses				

Component 2: Health Goal 3: Promoting qui	Systems itting among youth and young adults					
	alth systems changes to support toba					
Annual Objectives	Activities	Outputs	Timeline Begin/ End	Target Population	Evaluation Measure (indicator)	Evaluation Tool
3.1 By June 30, 2020, support at least one (1) health systems enhancement within a clinical setting that connects patients with	3.1.1 Promote the Nevada Tobacco Quitline and the benefits of e- referrals to educate health care providers in Washoe County through various communications (written, in person, presentations, etc.).	List of health care providers Educational documents or presentations	July 2019 – June 2020	Healthcare Provider and Staff	<ul> <li># and of health care providers reached</li> <li># and of educational documents or presentations</li> </ul>	Quarterly Progress Reports
the Nevada Tobacco Quitline.	3.1.2 Fund at least one (1) connection to the Nevada Tobacco Quitline to build a health care system's e-referral capacity.	E-referral connection documentation	July 2019 – June 2020	Healthcare Provider and Staff, IT	<ul><li># of e-referral connections implemented</li><li># of e-referrals</li></ul>	Quarterly Progress Reports Monthly Quitline Reports
	3.1.3 Engage clinical partners serving the low-income pregnant and post-partum population in tobacco cessation through implementation of the BABY & ME – Tobacco Free Program.	Pregnant/Post- partum referrals List of clinical partners	July 2019 – June 2020	Pregnant and post-partum women	# of clinical partners engaged # of clients enrolled in program	Quarterly Progress Reports

Component 3: Survei						
Annual Objectives	Activities	Outputs	Timeline Begin/ End	Target Population	Evaluation Measure (indicator)	Evaluation Tool
4.1 Conduct at least one (1) survey to collect data on youth tobacco and e- cigarette use in Washoe County, by June 2020.	4.1.1 Collaborate with at least 3 statewide partners working on youth surveillance to develop survey instruments for gathering data on youth knowledge, attitudes and behaviors related to tobacco and e- cigarette use.	Survey instruments	Oct 2019 – March 2020	Youth	<ul><li># and type of survey instruments developed</li><li># of statewide partners engaged</li></ul>	Quarterly Progress Reports
	4.1.2 Administer data collection and build database from the responses of youth tobacco users by engaging approximately 5% of Washoe County Youth.	Youth tobacco use survey data	April 2020- June 2020	Youth	# of youth engaged regarding the survey # of surveys completed	Quarterly Progress Reports
	4.1.3 Compile data and create one (1) report on findings and share with partners and the community.	Youth tobacco and e-cigarette use report	June 2020	Community and statewide partners	# of Survey Reports # of partners/orgs receiving survey information	Quarterly Progress Reports Survey report

#### Deliverables:

Compile/complete reports outlined throughout the Scope of Work's objectives and activities by target deadlines, including but not limited to:

- 2.1.1 Copies of SF MUH Policies
- 2.1.3 Copies of SF Meetings/Events Policies
- 2.1.5 SF Meetings/Events Impact Report
- 2.1.7 Copy of SF Pride Event Policy
- 4.1.3 Youth Tobacco and E-Cigarette Use Report

Grantee shall provide to NCS, through Manager, an annual Work Plan within 30 days of receiving an executed award and scope of work. Grantee agrees to provide a work plan during the Grant Term outlining continuing activities and/or new activities to be conducted using the provided work plan template, consistent with the guidelines and direction provided by NCS and Manager.

#### Year Two Annual Scope of Work Guidelines July 1, 2020 to June 30, 2021

Grantee agrees to provide a work plan during the Grant Term outlining continuing activities and/or new activities to be conducted using the provided work plan template, consistent with the guidelines and direction provided by NCS and Manager.

Component	Scope of Work Priority
1	<ul> <li>Prevent initiation among youth and young adults</li> </ul>
	<ul> <li>Promote smoke-free jurisdictions</li> </ul>
2	Promote health systems changes to support tobacco cessation
3	Surveillance of tobacco-use and disparities

- Component 1 activities will address the following state and national tobacco prevention and control goals within the coalition work plans: Goal 1: Preventing initiation among youth and young adults and/or Goal II: Eliminating nonsmokers' exposure to secondhand smoke. Activities related to either goal should employ "environmental approaches that promote health and support and reinforce healthful behaviors statewide and in communities." The scope of Goal II activities must support one (1) objective that identifies a county or city (or another type of jurisdiction may substitute) with the intention of promoting the public health benefits of implementing a comprehensive smoke-free (or tobacco-free) policy within the identified jurisdiction.
- Component 2 activities will address the strategy to promote health systems changes to support tobacco cessation and align with state efforts to improve health services. Additionally, this component will employ "health system interventions to improve the effective delivery and use of clinical and other preventive services in order to prevent disease, detect diseases early, and reduce or eliminate risk factors, and mitigate or manage complications." Key activities are expected to include or lead to at least one (1) of the following outcomes: 1) establishing provider reminder systems which prompt healthcare providers to screen and, as appropriate, refer patients to tobacco cessation services, or 2) leverage existing Electronic Health Record (EHR) systems in regions or local communities to refer to the Nevada Tobacco Quitline and monitor provider performance.
- Component 3 support conducting surveillance to provide for program evaluation and demonstrate the impact of tobacco control efforts. This component should employ "epidemiology and surveillance to gather, analyze, and disseminate data and information and conduct evaluation to inform, prioritize, deliver, and monitor programs and population health (see page 21 of Best Practices Guidebook)." Additionally, this component will produce reports from surveying youth and young adults regarding tobacco issues deemed important by local, state, or county/regional communities. Data may be qualitative or quantitative.
- Grantee shall provide to NCS, through Manager, an annual Work Plan based on the scope of work guidelines by April 15, 2020. Grantee agrees to provide
  a work plan during the Grant Term outlining continuing activities and/or new activities to be conducted using the provided work plan template, consistent
  with the guidelines and direction provided by NCS and Manager.

#### **Program Reporting and other Requirements**

- Participate in a majority of Technical Assistance calls held quarterly throughout the Grant Period on the second Friday on the third month of every quarter.
- Attend the annual partner meetings in each fiscal year.
- Grantee agrees to submit updated quarterly reports according to the schedule specified below and using the provided quarterly report template.

NCS FY	NCS Quarter Period	Due Date for Quarterly Report
20	Quarter 1 (July 1-September 30, 2019)	October 15, 2019
20	Quarter 2 (October 1-December 31, 2019)	January 15, 2020
20	Quarter 3 (January 1-March 31, 2020)	April 15, 2020
20	Quarter 4 (April 1-June 30, 2020)	July 15, 2020
21	Quarter 1 (July 1-September 30, 2020)	October 15, 2020
21	Quarter 2 (October 1-December 31, 2020)	January 15, 2021
21	Quarter 3 (January 1-March 31, 2021)	April 15, 2021
21	Quarter 4 (April 1-June 30, 2021)	July 15, 2021

• Adhere to all budget requirements as specified by NCS.

#### AWARD SECTION C

# **Budget and Financial Reporting Requirements**

Grantee agrees to adhere to the following budget:

#### Budget Year 1 – July 1, 2019 through June 30, 2020

PERSONNEL	<b>.</b>		Dorcont		Amount		
PERSONNEL Position Title and Name	Annual Salary	Fringe	Percent of Time	Months	Amount Requested		
Health Educator Coordinator	\$86,737	\$39,949	5%	12	\$6,334		
Job Description: Full time Health Educator Coo Public Service Intern and ensu assist in coordination of vendo travel supported with funds fro Public Health Program Superv	re necessary repor rs. As required by t m this grant award.	ts/documents are sub he grant, this staff per Supervision of staff p	mitted to NC son will atten	S, through M d the annua	lanager. Staff will also I partner meeting with		
Health Educator II	\$81,874	\$39,326	15%	12	\$18,180		
Job Description: Full time Health Educator will provide basic technical assistance to the Intermittent Hourly Health Educators and Public Service Intern as needed. In addition, this person will attend the annual partner meeting with travel supported with funds from this grant award. Supervision of staff performance will be provided by Erin Dixon, Public Health Program Supervisor (cash contribution).							
Intermittent Hourly Health Educator	\$19,922	\$441	100%	12	\$20,363		
Job Description: This will be a hrs./wk. x 52 weeks + \$441 Fr free Multi-Unit Housing efforts.	inge. This position						
Intermittent Hourly Health	\$27,377	\$551	100%	12	\$27,929		
Job Description: This will be a hrs./wk. x 52 weeks + \$551 fri	<u>Educator</u> Job Description: This will be a 19 hour per week intermittent hourly position - estimate based on \$27.71/hr. x 19 hrs./wk. x 52 weeks + \$551 fringe. This position will oversee the implementation of project activities related to TF campus efforts, Baby & Me Tobacco Free, and youth efforts.						
Public Service Intern	\$8,736	\$183	100%	12	\$8,919		
Job Description: This will be a 16 hour per week public service intern position - estimate based on \$10.50/hr. x 16 hrs./wk. x 52 weeks + \$183 Fringe. This position will assist with multiple project efforts, including the SF lodging and nightlife efforts, TF campuses and youth efforts. TOTAL ANNUAL SALARIES & WAGES \$ 72,653.00 TOTAL FRINGE BENEFITS \$ 9,072.00							
		TOTAL	PERSONNE	L COSTS:	\$81,725		
TRAVEL:							
In-State Travel							
Local travel				\$1,276			

*Local travel* Mileage: (\$0.58 per mile x 2,200 miles)

\$1,276

Travel to annual partner meeting		\$1,672
Airfare: \$430 r/trip air from Reno to Las Vegas x 2 staff	\$860	
Lodging: \$108/day x 2 nights x 2 staff	\$432	
Per Diem: \$66/day x 2 days x 2 staff	\$264	
Rental Car: \$26.00/day x 2 days	\$52	
Parking: \$16 per day x 2 days x 2 staff	\$64	

#### Justification:

Mileage supports staff driving to meetings and events within the Washoe County and Carson City region to support grant deliverables. Rate used is set by the federal government on an annual basis.

Attendance at the annual tobacco training is required per the grant. The two full-time staff in the tobacco program will be supported to travel to Las Vegas for this training, which is estimated to last two days.

	Sub-Total for In-State Travel: \$2,948	
	TOTAL TRAVEL COSTS:	\$2,948
SUPPLIES		
General Office Supplies (pens, pencils, paper, etc.) 12 months x \$7/month x 3 staff	\$252	
Education Materials	\$1,000	

#### Justification:

General office supplies will be used by staff members to carry out daily activities of the program. Educational materials may include any needed tobacco brochures or posters, materials for youth prevention, as well as a membership/subscription to services which allows for creation of our own materials (i.e. Pictochart).

	TOTAL SUPPLY COSTS:	\$1,252
CONTRACTUAL		
Name of Contractor: Nevada Cancer Coalition, nor	-profit organization	

<u>Method of Selection</u>: Sole Source, NCC currently coordinates SF meeting efforts in Washoe County Period of Performance: July 1, 2019 - June 30, 2020

<u>Scope of Work</u>: Nevada Cancer Coalition (NCC) NCC will provide mechanisms in the community to support and encourage smoke free meetings and events, in support of SF jurisdictions. See Work Plan for details. <u>Method of Accountability</u>:

The Health Educator Coordinator will insure all components of the agreed-upon scope of work are completed.

#### Itemized Budget:

Contractual

\$11,000

Sub-Total: \$11,000

#### Justification:

Developing and promoting smoke free meetings and events is unique in Nevada because casinos are exempt from the Nevada Clean Indoor Air Act and are a key provider of meeting and event facilities in the community. Smoke free meetings and events help to advance efforts to support a smoke free jurisdiction. NCC is the appropriate provider of these services because they have been leading the SF meetings work in Washoe County and throughout Nevada for several years. They are knowledgeable about tobacco and have built strong relationships within the community, including the business community with whom they will be working. For these reasons, as well as their having the staffing resources to take on a project of this scope, they are the appropriate organization for this work.

#### Name of Contractor: Media and Communications, For-profit organization

Method of Selection: In accordance with Washoe County purchasing policy

#### Period of Performance: July 1, 2019 - June 30, 2020

<u>Scope of Work</u>: Small media campaigns will be used to promote specific activities in the work plan, including those items related to jurisdictions and youth. Media may include social media, radio, print and/or digital media and others as needed.

#### Method of Accountability:

With guidance from the Health Educator Coordinator, the Health Educators working on the specific activities will develop scopes of work and will ensure all components are completed.

#### Itemized Budget:

#### Justification:

The CDC's Best Practices for Comprehensive Tobacco Control Programs shows that health communication interventions can be a powerful tool for impacting tobacco us and shaping social norms and can change awareness, knowledge, attitudes and behaviors.

Name of Contractor: Survey/research organization

Method of Selection: In accordance with Washoe County purchasing policy

#### Period of Performance:

July 1, 2019 - June 30, 2020

<u>Scope of Work</u>: Qualitative and quantitative data will be gathered from youth, which will increase knowledge about youth use of e-cigarettes in Washoe County.

#### Method of Accountability:

With guidance from the Health Educator Coordinator, the Health Educators working on the specific activities will develop scopes of work and will ensure all components are completed.

#### Itemized Budget:

Contractual	\$8,000	
	Sub-Total:	\$8.000

#### Justification:

Information gathered from youth surveillance will be analyzed and disseminated and will allow for more targeted prevention activities.

	TOTAL CONTRACTUAL COSTS:	\$25,244
OTHER		
Printing Services	\$250	
Copier Lease: \$30/mo. x 12 months	\$360	
Postage	\$250	
Phone line: \$12/mo. x 12 months x 2 staff	\$288	
Signs (indoor/outdoor signs; temporary and permanent)	\$2,114	
Health systems enhancements (e-referral)	\$9,000	
Awards	\$300	
Incentives	\$1,500	
Justification: Printing: Printing for activities relate	d to jurisdictions (SF MUH, TF campuses and yout	h prevention

<u>Justification</u>: Printing: Printing for activities related to jurisdictions (SF MUH, TF campuses and youth prevention activities, tobacco merchant education, etc.). In-House Copier: Miscellaneous small volume copies to help meet grant deliverables. Postage: Postage for mailers to include those to tobacco retailers, SF MUH stakeholders, and other grant related correspondence including outreach activities. Phone line for IH Health Educators and Public Service Intern. Signs: signs for SF MUH, and smoke free lodging and nightlife locations. Awards such as Extra Mile Awards (plaques). Incentives for work plan activities, including surveys and activities related to TF campuses, Baby & Me Tobacco Free, SF MUH, youth, SF outdoor events/locations, \$1,500 for items such as RTC bus passes, gift cards such as \$5-\$20 gift cards to Amazon, Starbucks or Target, and water bottles upon Manager approval.

TOTAL OTHER COSTS: \$14,062

\$6.244

#### INDIRECT COSTS:

Washoe County Health District prepares an annual indirect cost rate (ICR) proposal. The ICR for FY19 is 14.9% for the Community and Clinical Health Services Division. Per grant application guidance, 8% is being applied.

TOTAL INDIRECT COSTS:	\$10,018
TOTAL DIRECT COSTS:	\$125,231
TOTAL BUDGET:	\$135,249

#### Budget Year 2 – July 1, 2020 through June 30, 2021

PERSONNEL	Annual		Percent		
Position Title and Name	Salary	Fringe	of Time	Months	Amount Requested
Health Educator Coordinator	\$88,905	\$42,898	5%	12	\$6,590

Job Description:

Full time Health Educator Coordinator will provide technical assistance to the Intermittent Hourly Health Educators and Public Service Intern and ensure necessary reports/documents are submitted to NCS, through Manager. Staff will also assist in coordination of sole source vendors. As required by the grant, this staff person will attend the annual partner meeting with travel supported with funds from this grant award. Supervision of staff performance will be provided by Erin Dixon, Public Health Program Supervisor (cash contribution).

Health Educator II	\$82,643	\$41,794	15%	12	\$18,666
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#### Job Description:

Full time Health Educator will provide technical assistance to the Intermittent Hourly Health Educators and Public Service Intern as needed. Staff may also assist in coordination of sole source vendors. In addition, this person will attend the annual partner meeting with travel supported with funds from this grant award. Supervision of staff performance will be provided by Erin Dixon, Public Health Program Supervisor (cash contribution).

Intermittent Hourly Health	\$19,806	\$331	100%	12	\$20,136
<u>Educator</u>					
Job Description: This will be a	12 hour per week inter	mittent hourly po	sition - estima	ate based on \$31.74/hr. x12	hrs./wk. x
52 weeks + \$331 Fringe. This	position will oversee th	ne implementatio	n of project ad	ctivities related to smoke fre	e Multi-Unit
Housing efforts.					

Intermittent Hourly Health	\$27,377	\$524	100%	12	\$27,901
Educator_					

Job Description: This will be a 19 hour per week intermittent hourly position - estimate based on \$27.71/hr. x 19 hrs./wk. x 52 weeks + \$524 fringe. This position will oversee the implementation of project activities related to TF campus efforts, Baby & Me Tobacco Free, and youth efforts.

Public Service Intern	\$8,736	\$183	100%	12	\$8,919

Job Description: his will be a 16 hour per week public service intern position - estimate based on \$10.50/hr. x 16 hrs./wk. x 52 weeks + \$183 Fringe. This position will assist with multiple project efforts, including the SF lodging and nightlife efforts, TF campuses and youth efforts.

		TOTAL PERSONNEL COSTS	\$82 212
TOTAL FRINGE BE	NEFITS	\$ 9,452.00	
TOTAL ANNUAL SALARIES & WAGES \$ 72	2,760.00		

	\$1,276
\$1,276	
	\$1,672
\$860	
\$432	
\$264	
\$52	
\$64	
	\$860 \$432 \$264 \$52

#### Justification:

The NTPC strategic planning session is expected to be in Las Vegas NV in 2020 and is expected to be 2 days.

	Sub-Total for In-State Travel:	\$2,948	
	TOTAL TF	RAVEL COSTS:	\$2,948
SUPPLIES			
General Office Supplies (pens, pencils,		\$252	
paper, etc.) 12 months x \$7/month x 3 staff Education Materials		\$1,000	

# Justification:

General office supplies will be used by staff members to carry out daily activities of the program. Educational materials may include any needed tobacco brochures or posters, materials for youth prevention, as well as a membership/subscription to services which allows for creation of our own materials (i.e. Pictochart)

membership/subscription to services which allows for creation	or our own materials (i.e. Fictochart).	
	TOTAL SUPPLY COSTS:	\$1,252
CONTRACTUAL		
Name of Contractor: Nevada Cancer Coalition, non-profit	organization	
Method of Selection: Sole Source, NCC currently coordinates	SF meeting efforts in Washoe County	
Period of Performance: July 1, 2020 - June 30, 2021		

<u>Scope of Work</u>: Nevada Cancer Coalition (NCC) NCC will provide mechanisms in the community to support and encourage smoke free meetings and events, in support of SF jurisdictions. See Work Plan for details.

#### Method of Accountability:

The Health Educator Coordinator will insure all components of the agreed-upon scope of work are completed. **Itemized Budget:** 

Contractual	\$11,000	
	Sub-Total:	\$11,000

#### Justification:

Developing and promoting smoke free meetings and events is unique in Nevada because casinos are exempt from the Nevada Clean Indoor Air Act and are a key provider of meeting and event facilities in the community. Smoke free meetings and events help to advance efforts to support a smoke free jurisdiction. NCC is the appropriate provider of these services because they have been leading the SF meetings work in Washoe County and throughout Nevada for several years. They are knowledgeable about tobacco and have built strong relationships within the community, including the business community with whom they will be working. For these reasons, as well as their having the staffing resources to take on a project of this scope, they are the appropriate organization for this work.

Name of Contractor: Media and Communications, Fo	r-profit organization	
<u>Method of Selection:</u> Competitive Bid through Washoe <u>Period of Performance</u> : July 1, 2020 - June 30, 2021 <u>Scope of Work</u> : Small and/or large media campaigns wi those items related to jurisdictions and youth. Media may	Il be used to promote specific	
others as needed. <u>Method of Accountability</u> : With guidance from the Health Educator Coordinator, the scopes of work and will ensure all components are comp <u>Itemized Budget:</u>	5	the specific activities will develop
Contractual	\$5,758	
luctification	Sub-Total:	\$5,758

## Justification:

The CDC's Best Practices for Comprehensive Tobacco Control Programs shows that mass-reach health communication interventions can be a powerful tool for impacting tobacco us and shaping social norms and can change awareness, knowledge, attitudes and behaviors. Messaging selected will take into consideration survey results from year one.

Name of Contractor: Survey/research organization

Method of Selection: Competitive Bid through Washoe County purchasing

Period of Performance: July 1, 2020 - June 30, 2021

Scope of Work: Qualitative and quantitative data will be gathered from youth that are disconnected from the typical survey areas such as schools. This would include the most at risk youth, which may experience homelessness, school dropout, and engagement with the juvenile justice system. This information is not available from other sources and will increases knowledge about youth use of tobacco and e-cigarettes in Washoe County.

#### Method of Accountability:

With guidance from the Health Educator Coordinator, the Health Educators working on the specific activities will develop scopes of work and will ensure all components are completed.

**Itemized Budget:** 

Contractual

\$8.000

Sub-Total:

\$8,000

# Justification:

Information gathered from youth surveillance will be analyzed and disseminated and will allow for more targeted prevention activities.

TOTAL CONTRACTUAL COSTS:	
\$250	
\$360	
\$250	
\$288	
\$2,113	
\$9,000	
\$300	
\$1,500	
	\$250 \$360 \$250 \$288 \$2,113 \$9,000 \$300

Justification: Printing: Printing for activities related to jurisdictions (SF MUH, TF campuses and youth prevention activities, tobacco merchant education, etc.). In-House Copier: Miscellaneous small volume copies to help meet grant deliverables. Postage: Postage for mailers to include those to tobacco retailers, SF MUH stakeholders, and other grant related correspondence including outreach activities. Phone line for IH Health Educators and Public Service Intern. Signs: signs for SF MUH, and smoke free lodging and nightlife locations. Awards such as Extra Mile Awards (plagues). Incentives for work plan activities, including surveys and activities related to TF campuses, Baby & Me Tobacco Free, SF MUH, youth, SF outdoor events/locations, \$1,500 for items such as RTC bus passes, gift cards such as \$5-\$20 gift cards to Amazon, Starbucks or Target, and water bottles upon Manager approval.

TOTAL OTHER COSTS:

\$14,061

#### **INDIRECT COSTS:**

Washoe County Health District prepares an annual indirect cost rate (ICR) proposal. The ICR for FY19 is 14.9% for the Community and Clinical Health Services Division. Per grant application guidance, 8% is being applied.

TOTAL INDIRECT COSTS:	\$10,018
TOTAL DIRECT COSTS:	\$125,231
TOTAL BUDGET:	\$135,249

- Grantee may make categorical/funding adjustments up to ten percent (10%) of the total grant amount without amending the agreement, so long as the adjustment is reasonable to support the activities described within the Scope of Work and the adjustment does not alter the Scope of Work. Grantee must notify or obtain prior authorization (e-mail notification is acceptable) for any funding adjustment(s).
- Equipment purchased with these funds belongs to NCS and shall be returned to NCS upon termination of this agreement.
- Travel expenses, per diem, and other related expenses must conform to the procedures and rates allowed by NCS. It is the Policy of the NCS to provide reimbursement at rates comparable to the rates established by the US General Services Administration, with some exceptions.

#### The Grantee Agrees:

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

- Reimbursement may be requested <u>monthly</u> for expenses incurred in the implementation of the Scope of Work, within 15 days of the end of the previous month and no later than 15 days from the end of the Grant Period which is **Year 1 June 30, 2020 and Year 2 June 30, 2021**.
- This grant is not to exceed **\$270,498.00** for the during the Grant Period from **July 1, 2019 through June 30, 2021**;
- Total reimbursement will not exceed \$135,249.00 during the Grant Period from July 1, 2019 through June 30, 2020;
- Total reimbursement will not exceed **\$135,249.00** during the Grant Period from **July 1, 2020 through June 30, 2021**;
- Any unspent funding from Year 1 (July 1, 2019 through June 30, 2020) cannot be carried over into Year 2 (July 1, 2020 through June 30, 2021), no exceptions;
- Requests for Reimbursement will be accompanied by supporting documentation, including a line item description of expenses incurred;
- Monthly invoices may not be approved for payment until the Manager receives the appropriately timed progress reports, on behalf of NCS;
- NCS reserves the right to conduct a site visit regarding this grant and deliverables. If deliverables are not met for the grant period, then NCS is not obligated to issue continuation funding; and
- Additional expenditure detail will be provided upon request from NCS or Manager.

Additionally, the Grantee agrees to provide:

• A complete financial accounting of all expenditures to NCS within 15 days of the CLOSE OF THE GRANT

PERIOD. Any un-obligated funds shall be returned to NCS at that time, or if not already requested, shall be deducted from the final reimbursement.

#### NCS agrees:

- To provide technical assistance upon request and in consultation with Manager;
- To provide prior approval of reports or documents to be developed per the Scope of Work;
- To work with Manager, who on behalf of NCS, will forward necessary reports to the CDC;
- NCS reserves the right to hold reimbursement under this grant until any delinquent forms, reports, and expenditure documentation are submitted to NCS, through Manager, and accepted by NCS.

#### Both parties agree:

An annual site visit may be performed by Manager, on behalf of NCS.

The Grantee will, in the performance of the Scope of Work specified in this grant, perform functions and/or activities that could involve confidential information; therefore, the Grantee is requested to fill out and sign Section F. which is specific to this grant, and will be in effect for the term of this grant.

All reports of expenditures and requests for reimbursement processed by NCS are SUBJECT TO AUDIT.

This grant agreement may be TERMINATED by either party prior to the date set forth on the Grant Agreement and Notice of Grant Award, provided the termination shall not be effective until <u>30 days</u> 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.

#### Financial Reporting Requirements

- A Request for Reimbursement is due on a <u>monthly</u> basis, based on the terms of the grant agreement, no later than the 15<sup>th</sup> of the month.
- Reimbursement is based on <u>actual expenditures incurred during the period being reported.</u>
- Payment will not be processed without all reporting being current.
- Reimbursement may only be claimed for expenditures approved within the Grant Agreement and Notice of Grant Award.

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## SECTION D

# Year 1 Request for Reimbursement

<u>Grantee's</u> : Dun & B	<u>Grantee's</u> : EIN: 88-6000138 NCS Grant #: 162712 Dun & Bradstreet: 073786998		
ID REQUEST F	OR FUNDS		
-	• • • •		
	D Year to Date Total	E Budget Balance	F Percent Expended
0 \$0.00	\$0.00	\$0.00	-
0 \$0.00	\$0.00	\$0.00	-
0 \$0.00	\$0.00	\$0.00	-
0 \$0.00	\$0.00	\$0.00	-
0 \$0.00	\$0.00	\$0.00	-
0 \$0.00	\$0.00	\$0.00	-
0 \$0.00	\$0.00	\$0.00	-
e.			
Title		Da	te
Title		Da	ite
	Dun & Bi           ND REQUEST F           expenditure re           Calendar y           Cor           Current           Request           00           00           00           00           00           00           00           00           00           00           00           \$0.00           00           \$0.00           00           \$0.00           00           \$0.00	EIN: 8 NCS Grant # Dun & Bradstreet: 073 ND REQUEST FOR FUNDS r expenditure report/back-up) Calendar year: Calendar year: Calendar year: Calendar year: Calendar year: Or C D Year to Date Total 00 \$0.00 \$0.00 00 \$0.00 \$0.00 10 Title	EIN: 88-6000138. NCS Grant #: 162712 Dun & Bradstreet: 073786998         ND REQUEST FOR FUNDS         vexpenditure report/back-up)         Calendar year:

must accompany report.

#### Year 2 Request for Reimbursement

Grantee Name: Washoe County Health District (WCHD)			Grantee Add P.O. Box 111 Reno, NV 898	30		
Program Name: Tobacco Control						
<u>Grant Period</u> : July 1, 2020 – June 30, 2021			<u>Grantee's</u> : Dun & B	EIN: 8 NCS Grant # radstreet: 073		
			REQUEST F	OR FUNDS		
	must be accon		-	port/back-up) year:	)	
Approved Budget Category	A Approved Budget	B Total Prior Requests	C Current Request	D Year to Date Total	E Budget Balance	F Percent Expended
1. Personnel	\$82,212.00	\$0.00	\$0.00	\$0.00	\$0.00	-
2. Travel	\$2,948.00	\$0.00	\$0.00	\$0.00	\$0.00	-
3. Supplies	\$1,252.00	\$0.00	\$0.00	\$0.00	\$0.00	-
4. Contract/Consultant	\$24,758.00	\$0.00	\$0.00	\$0.00	\$0.00	-
5. Other	\$14,061.00	\$0.00	\$0.00	\$0.00	\$0.00	-
6. Indirect	\$10,018.00	\$0.00	\$0.00	\$0.00	\$0.00	-
Total	\$135,249.00	\$0.00	\$0.00	\$0.00	\$0.00	-
This report is true and correct	to the best of m	iy knowledge.				
Grantee – Authorized Signatu	Grantee – Authorized Signature Title Date					
NCS Manager Representative	e - Authorized Si	gnature	Title		Da	ate
Reminder: Request for Reimbursement cannot be processed without an expenditure report/backup. Reimbursement is only allowed for items contained within Grant Award documents. If applicable, travel claims						

180394

must accompany report.

#### SECTION E

#### Audit Information Request

1. It is the policy of NCS that each grantee required under federal regulations, as specified by the Office of Management and Budget (2 C.F.R. § 200.501(a)), revised December 26, 2013, to have an audit prepared by an Independent auditor must provide a copy of the final audit report to NCS, through Manager, at the following address:

	Nevada State Division of Public and Behavioral Health Attn: Contract Unit 4150 Technology Way, Suite 300 Carson City, NV 89706-2009			
2.	Did your organization expend \$750,000 or more in all federal awards durin organization's most recent fiscal year?	ng your	□YES	□NO
3.	When does your organization's fiscal year end?			
4.	What is the official name of your organization?			
5.	How often is your organization audited?			
6.	When was your last audit performed?			
7.	What time period did your last audit cover?			
8.	Which accounting firm conducted your last audit?			

Signature

Date

Title

#### SECTION F

#### **Business Associate Addendum**

#### BETWEEN

#### Nevada Clinical Services, Inc.

Hereinafter referred to as the "Covered Entity"

and

#### Washoe County Health District

Hereinafter referred to as the "Business Associate"

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

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

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

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

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

- I. DEFINITIONS. The following terms shall have the meaning ascribed to them in this Section. Other capitalized terms shall have the meaning ascribed to them in the context in which they first appear.
  - 1. **Breach** means the unauthorized acquisition, access, use, or disclosure of protected health information which compromises the security or privacy of the protected health information. The full definition of breach can be found in 42 USC 17921 and 45 CFR 164.402.
  - 2. **Business Associate** shall mean the name of the organization or entity listed above and shall have the meaning given to the term under the Privacy and Security Rule and the HITECH Act. For full definition refer to 45 CFR 160.103.
  - 3. **CFR** stands for the Code of Federal Regulations.
  - 4. **Agreement** shall refer to this Addendum and that particular agreement to which this Addendum is made a part.
  - 5. **Covered Entity** shall mean the name of the Division listed above and shall have the meaning given to such term under the Privacy Rule and the Security Rule, including, but not limited to 45 CFR 160.103.
  - 6. **Designated Record Set** means a group of records that includes protected health information and is maintained by or for a covered entity or the Business Associate that includes, but is not limited to, medical, billing,

enrollment, payment, claims adjudication, and case or medical management records. Refer to 45 CFR 164.501 for the complete definition.

- 7. **Disclosure** means the release, transfer, provision of, access to, or divulging in any other manner of information outside the entity holding the information as defined in 45 CFR 160.103.
- 8. **Electronic Protected Health Information** means individually identifiable health information transmitted by electronic media or maintained in electronic media as set forth under 45 CFR 160.103.
- 9. Electronic Health Record means an electronic record of health-related information on an individual that is created, gathered, managed, and consulted by authorized health care clinicians and staff. Refer to 42 USC 17921.
- 10. **Health Care Operations** shall have the meaning given to the term under the Privacy Rule at 45 CFR 164.501.
- 11. **Individual** means the person who is the subject of protected health information and is defined in 45 CFR 160.103.
- 12. **Individually Identifiable Health Information** means health information, in any form or medium, including demographic information collected from an individual, that is created or received by a covered entity or a business associate of the covered entity and relates to the past, present, or future care of the individual. Individually identifiable health information is information that identifies the individual directly or there is a reasonable basis to believe the information can be used to identify the individual. Refer to 45 CFR 160.103.
- 13. **Parties** shall mean the Business Associate and the Covered Entity.
- 14. **Privacy Rule** shall mean the HIPAA Regulation that is codified at 45 CFR Parts 160 and 164, Subparts A, D and E.
- 15. **Protected Health Information** means individually identifiable health information transmitted by electronic media, maintained in electronic media, or transmitted or maintained in any other form or medium. Refer to 45 CFR 160.103 for the complete definition.
- 16. **Required by Law** means a mandate contained in law that compels an entity to make a use or disclosure of protected health information and that is enforceable in a court of law. This includes but is not limited to: court orders and court-ordered warrants; subpoenas, or summons issued by a court; and statues or regulations that require the provision of information if payment is sought under a government program providing public benefits. For the complete definition refer to 45 CFR 164.103.
- 17. **Secretary** shall mean the Secretary of the federal Department of Health and Human Services (HHS) or the Secretary's designee.
- 18. **Security Rule** shall mean the HIPAA regulation that is codified at 45 CFR Parts 160 and 164 Subparts A and C.
- 19. **Unsecured Protected Health Information** means protected health information that is not rendered unusable, unreadable, or indecipherable to unauthorized individuals through the use of a technology or methodology specified by the Secretary in the guidance issued in Public Law 111-5. Refer to 42 USC 17932 and 45 CFR 164.402.
- 20. USC stands for the United States Code.

#### II. OBLIGATIONS OF THE BUSINESS ASSOCIATE.

- Access to Protected Health Information. The Business Associate will provide, as directed by the Covered Entity, an individual or the Covered Entity access to inspect or obtain a copy of protected health information about the Individual that is maintained in a designated record set by the Business Associate or, its agents or subcontractors, in order to meet the requirements of the Privacy Rule, including, but not limited to 45 CFR 164.524 and 164.504(e) (2) (ii) (E). If the Business Associate maintains an electronic health record, the Business Associate or, its agents or subcontractors shall provide such information in electronic format to enable the Covered Entity to fulfill its obligations under the HITECH Act, including, but not limited to 42 USC 17935.
- Access to Records. The Business Associate shall make its internal practices, books and records relating to the use and disclosure of protected health information available to the Covered Entity and to the Secretary for purposes of determining Business Associate's compliance with the Privacy and Security Rule in accordance with 45 CFR 164.504(e)(2)(ii)(H).
- 3. Accounting of Disclosures. Promptly, upon request by the Covered Entity or individual for an accounting of disclosures, the Business Associate and its agents or subcontractors shall make available to the Covered Entity or the individual information required to provide an accounting of disclosures in accordance with 45 CFR 164.528, and the HITECH Act, including, but not limited to 42 USC 17935. The accounting of disclosures, whether electronic or other media, must include the requirements as outlined under 45 CFR 164.528(b).
- 4. **Agents and Subcontractors.** The Business Associate must ensure all agents and subcontractors to whom it provides protected health information agree in writing to the same restrictions and conditions that apply to the

Business Associate with respect to all protected health information accessed, maintained, created, retained, modified, recorded, stored, destroyed, or otherwise held, transmitted, used or disclosed by the agent or subcontractor. The Business Associate must implement and maintain sanctions against agents and subcontractors that violate such restrictions and conditions and shall mitigate the effects of any such violation as outlined under 45 CFR 164.530(f) and 164.530(e)(1).

- 5. Amendment of Protected Health Information. The Business Associate will make available protected health information for amendment and incorporate any amendments in the designated record set maintained by the Business Associate or, its agents or subcontractors, as directed by the Covered Entity or an individual, in order to meet the requirements of the Privacy Rule, including, but not limited to, 45 CFR 164.526.
- 6. Audits, Investigations, and Enforcement. The Business Associate must notify the Covered Entity immediately upon learning the Business Associate has become the subject of an audit, compliance review, or complaint investigation by the Office of Civil Rights or any other federal or state oversight agency. The Business Associate shall provide the Covered Entity with a copy of any protected health information that the Business Associate provides to the Secretary or other federal or state oversight agency concurrently with providing such information to the Secretary or other federal or state oversight agency. The Business Associate and individuals associated with the Business Associate are solely responsible for all civil and criminal penalties assessed as a result of an audit, breach, or violation of HIPAA or HITECH laws or regulations. Reference 42 USC 17937.
- 7. Breach or Other Improper Access, Use or Disclosure Reporting. The Business Associate must report to the Covered Entity, in writing, any access, use or disclosure of protected health information not permitted by the agreement, Addendum or the Privacy and Security Rules. The Covered Entity must be notified immediately upon discovery or the first day such breach or suspected breach is known to the Business Associate or by exercising reasonable diligence would have been known by the Business Associate in accordance with 45 CFR 164.410, 164.504(e)(2)(ii)(C) and 164.308(b) and 42 USC 17921. The Business Associate must report any improper access, use or disclosure of protected health information by: The Business Associate or its agents or subcontractors. In the event of a breach or suspected breach of protected health information, the report to the Covered Entity must be in writing and include the following: a brief description of the incident; the date of the incident; the date the incident was discovered by the Business Associate; a thorough description of the unsecured protected health information that was involved in the incident; the number of individuals whose protected health information was involved in the incident; and the steps the Business Associate is taking to investigate the incident and to protect against further incidents. The Covered Entity will determine if a breach of unsecured protected health information has occurred and will notify the Business Associate of the determination. If a breach of unsecured protected health information is determined, the Business Associate must take prompt corrective action to cure any such deficiencies and mitigate any significant harm that may have occurred to individual(s) whose information was disclosed inappropriately.
- 8. **Breach Notification Requirements.** If the Covered Entity determines a breach of unsecured protected health information by the Business Associate has occurred, the Business Associate will be responsible for notifying the individuals whose unsecured protected health information was breached in accordance with 42 USC 17932 and 45 CFR 164.404 through 164.406. The Business Associate must provide evidence to the Covered Entity that appropriate notifications to individuals and/or media, when necessary, as specified in 45 CFR 164.404 and 45 CFR 164.406 has occurred. The Business Associate is responsible for all costs associated with notification to individuals, the media or others as well as costs associated with mitigating future breaches. The Business Associate must notify the Secretary of all breaches in accordance with 45 CFR 164.408 and must provide the Covered Entity with a copy of all notifications made to the Secretary.
- 9. **Breach Pattern or Practice by Covered Entity.** Pursuant to 42 USC 17934, if the Business Associate knows of a pattern of activity or practice of the Covered Entity that constitutes a material breach or violation of the Covered Entity's obligations under the Contract or Addendum, the Business Associate must immediately report the problem to the Secretary.
- 10. **Data Ownership.** The Business Associate acknowledges that the Business Associate or its agents or subcontractors have no ownership rights with respect to the protected health information it accesses, maintains, creates, retains, modifies, records, stores, destroys, or otherwise holds, transmits, uses or discloses.
- 11. Litigation or Administrative Proceedings. The Business Associate shall make itself, any subcontractors, employees, or agents assisting the Business Associate in the performance of its obligations under the agreement or Addendum, available to the Covered Entity, at no cost to the Covered Entity, to testify as witnesses, or otherwise, in the event litigation or administrative proceedings are commenced against the Covered Entity, its administrators or workforce members upon a claimed violation of HIPAA, the Privacy and Security Rule, the HITECH Act, or other laws relating to security and privacy.

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

#### 1. Permitted Uses and Disclosures:

- a. Except as otherwise limited in this Addendum, the Business Associate may use or disclose protected health information to perform functions, activities, or services for, or on behalf of, the Covered Entity as specified in the agreement, provided that such use or disclosure would not violate the HIPAA Privacy and Security Rule or the HITECH Act, if done by the Covered Entity in accordance with 45 CFR 164.504(e) (2) (i) and 42 USC 17935 and 17936.
- b. Except as otherwise limited by this Addendum, the Business Associate may use or disclose protected health information received by the Business Associate in its capacity as a Business Associate of the Covered Entity, as necessary, for the proper management and administration of the Business Associate, to carry out the legal responsibilities of the Business Associate, as required by law or for data aggregation purposes in accordance with 45 CFR 164.504(e)(2)(A), 164.504(e)(4)(i)(A), and 164.504(e)(2)(i)(B).
- c. Except as otherwise limited in this Addendum, if the Business Associate discloses protected health information to a third party, the Business Associate must obtain, prior to making any such disclosure, reasonable written assurances from the third party that such protected health information will be held

confidential pursuant to this Addendum and only disclosed as required by law or for the purposes for which it was disclosed to the third party. The written agreement from the third party must include requirements to immediately notify the Business Associate of any breaches of confidentiality of protected health information to the extent it has obtained knowledge of such breach. Refer to 45 CFR 164.502 and 164.504 and 42 USC 17934.

d. The Business Associate may use or disclose protected health information to report violations of law to appropriate federal and state authorities, consistent with 45 CFR 164.502(j)(1).

#### 2. Prohibited Uses and Disclosures:

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

#### IV. OBLIGATIONS OF COVERED ENTITY

- 1. The Covered Entity will inform the Business Associate of any limitations in the Covered Entity's Notice of Privacy Practices in accordance with 45 CFR 164.520, to the extent that such limitation may affect the Business Associate's use or disclosure of protected health information.
- 2. The Covered Entity will inform the Business Associate of any changes in, or revocation of, permission by an individual to use or disclose protected health information, to the extent that such changes may affect the Business Associate's use or disclosure of protected health information.
- 3. The Covered Entity will inform the Business Associate of any restriction to the use or disclosure of protected health information that the Covered Entity has agreed to in accordance with 45 CFR 164.522 and 42 USC 17935, to the extent that such restriction may affect the Business Associate's use or disclosure of protected health information.
- 4. Except in the event of lawful data aggregation or management and administrative activities, the Covered Entity shall not request the Business Associate to use or disclose protected health information in any manner that would not be permissible under the HIPAA Privacy and Security Rule and the HITECH Act, if done by the Covered Entity.

#### V. TERM AND TERMINATION

#### 1. Effect of Termination:

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

3. **Termination for Breach of Agreement**. The Business Associate agrees that the Covered Entity may immediately terminate the agreement if the Covered Entity determines that the Business Associate has violated a material part of this Addendum.

#### VI. MISCELLANEOUS

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

[Signature page follows.]

**IN WITNESS WHEREOF**, the Business Associate and the Covered Entity have agreed to the terms of the above written agreement as of the effective date set forth below.

#### **Covered Entity**

**Business Associate** 

Washoe County Health District

Nevada Clinical Services, Inc. 3186 South Maryland Parkway Las Vegas, NV 89119

1001 E. 9<sup>th</sup> St. Business Address

Reno, Nevada 89512 Business City, State and Zip Code

775-328-2400

**Business Phone Number** 

775-328-3752 Business Fax Number

Authorized Signature

Karla Perez Print Name Authorized Signature

Kevin Dick Print Name

**District Health Officer** 

Treasurer, Nevada Clinical Services, Inc. Title

Date

Date

# SECTION G

# Quarterly Program Activity Tracking and Evaluation Template

\$ \$

## Washoe County Health District NCS Progress Report

Action Plan Period: 07/01/19 – 06/30/20; 07/01/20-06/30/21		Funding Amount:	
Data Collection Date:	MM/DD/YY	Reimbursement to date:	

Component 1: Tobacco				
	tion among youth and young adu			
Objectives	Activities	Outputs	Quarterly Program Progress (Outputs, When, How, Who, Barriers)	Evaluation (for evaluator use only)
1.1	1.1.1		MM/DD/YY MM/DD/YY MM/DD/YY MM/DD/YY MM/DD/YY MM/DD/YY MM/DD/YY MM/DD/YY MM/DD/YY MM/DD/YY	
Progress:	(paragraph format reporting e	ntered in here) Text		
Successes:	1. 2.			
Barriers:				
TA Requests:	1. 2.			

Compone	Component 1: Tobacco Prevention and Control					
Goal 2: E	liminating nonsm	nokers' exposure to second smo	oke			
Ot	ojectives	Activities	Outputs	Quarterly Program Progress (Outputs, When, How, Who, Barriers)	Evaluation (for evaluator use only)	

2.1	1.4.1		MM/DD/YY MM/DD/YY MM/DD/YY MM/DD/YY	
Component 1: Tobacco P				
	nokers' exposure to second sm			
Objectives	Activities	Outputs	Quarterly Program Progress (Outputs, When, How, Who, Barriers)	Evaluation (for evaluator use only)
			MM/DD/YY MM/DD/YY MM/DD/YY MM/DD/YY	
Progress:				·
Successes:				
Barriers:				
TA Requests:				

Component 2: Health Sy	stems			
Goal 3: Promoting quittin	g among youth and young adult	S		
Strategy: Promote health	systems changes to support tob	pacco cessation		
Objectives	Activities	Outputs	Quarterly Program Progress (Outputs, When, How, Who, Barriers)	Evaluation (for evaluator use only)
3.1	3.1.1		MM/DD/YY MM/DD/YY MM/DD/YY MM/DD/YY	
			MM/DD/YY MM/DD/YY MM/DD/YY MM/DD/YY	
Progress:			•	
Successes:				

Barriers:	
TA Requests:	

Component 3: Surveilland	ce			
Objectives	Activities	Outputs	Quarterly Program Progress (Outputs, When, How, Who, Barriers)	Evaluation (for evaluator use only)
4.1	4.1.1		MM/DD/YY MM/DD/YY MM/DD/YY MM/DD/YY MM/DD/YY MM/DD/YY MM/DD/YY	
Progress:				
Successes:				
Barriers:				
TA Requests:				

## SECTION H

#### Annual Work Plan

Component 1: Tobacco Pre	evention and Control				
Goal 1: Preventing initiatio	n among youth and young ad	ults			
Annual Objectives	Activities	Outputs	Timeline Begin/Comple tion	Evaluation Measure (indicator)	Responsible Persons
1.1					
1.2					
1.3					
Component 1: Tobacco Pre	evention and Control				
Goal 2: Eliminating nonsm	okers' exposure to secondha	nd smoke			
Annual Objectives	Activities	Outputs	<i>Timeline</i> <i>Begin/Completion</i>	Evaluation Measure (indicator)	Responsible Persons
2.1					

Goal 3: Promoting quitting among youth and young adults						
Strategy: Promote health sys	tems changes to support t	obacco cessation				
Annual Objectives	Activities	Outputs	Timeline Begin/Completion	Evaluation Measure (indicator)	Responsible Persons	
3.1						

Component 3: Surveillance							
Annual Objectives	Activities	Outputs	Timeline Begin/Completion	Evaluation Measure (indicator)	Responsible Persons		
4.1							

#### SECTION I

#### Staff Certification

#### Washoe County Health District STAFF CERTIFICATION ATTESTING TO TIME (Level of Effort) SPENT ON DUTIES For the Period July 1, 2019 through June 30, 2021

Employee Name	Title	% time (level of effort) spent on duties related to NCS Contract #	% time (level of effort) spent on	% time (level of effort) spent on	% time (level of effort) spent on	Total must equal 100%	I certify that the % of time (level of effort) I have stated is true and correct Employee Signature	Date Certified
						0.00%		
						0.00%		
						0.00%		
						0.00%		

Note: The Grant Agreement and Notice of Grant Award received from Nevada Clinical Services, Inc. provides funding for the employees above. All duties performed by these employees support the objectives/deliverables of the NCS grant.

Authorized Official Name	Title	Signature	Date

These certification forms must be prepared at least Quarterly and signed by the employee and an authorized official having firsthand knowledge of the work performed by the employee.

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#### SECTION J

#### Assignment

Per Item #3 in the "Terms and Conditions" section on the first page of this Agreement, in the event NCS assigns the agreement to DPBH, the parties agree the amendments reflected in this Section J shall become effective concurrent with the assignment:

- 1. All references to "grant" or "grants" shall be understood to mean "subgrant" or "subgrants", as applicable, and all references to "grantee" or "grantees" shall be understood to mean "subgrantee" or "subgrantees", as applicable.
- 2. The following shall be added as Item #4 in the "Terms and Conditions" section on the first page of this Grant Agreement and Notice of Grant Award:
  - a. This award is subject to the availability of appropriate funds.
- 3. The following shall be added as Paragraphs 12 and 13 of Section A Assurances:
  - 12. Subgrantee certifies, by signing this notice of subgrant award, 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. pr. 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.
  - 13. Sub-grantee agrees to comply with the requirements of the Title XII Public Law 103-227, the "PRO- KIDS Act of 1994," smoking may not be permitted in any portion of any indoor facility owned or regularly used for the provision of health, day care, education, or library services to children under the age of 18, if the services are funded by Federal programs either directly or through State or local governments. Federal programs include grants, cooperative agreements, loans and loan guarantees, and contracts. The law does not apply to children's services, provided in private residences, facilities funded solely by Medicare or Medicaid funds, and portions of facilities used for inpatient drug and alcohol treatment.
- 4. The following language shall be inserted as the last sentence of the subsection with the header "Both parties agree:" in Section C Budget and Financial Reporting Requirements:

The parties expressly agree that this Agreement shall be terminated if for any reason the Division, state, and/or federal funding ability to satisfy this Agreement is withdrawn, limited, or impaired.

5. The following subsection shall be inserted at the end of Section C – Budget and Financial Reporting Requirements:

#### **CDPHP and Nevada Wellness Attribution Requirements:**

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

#### Funding Attribution

Identify the source of funding on all printed documents purchased or produced within the scope of this subgrant, using a statement similar to: "This publication (journal, article, etc.) was supported by the Nevada Division of Public and Behavioral Health through Funds for Healthy Nevada. Its contents are solely the

responsibility of the authors and do not necessarily represent the official views of the Division."

Any activities performed under this subgrant shall acknowledge the funding was provided through the Division by Funds for Healthy Nevada.

#### Nevada Wellness Logo

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

## **Usage Guidelines**

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



• CMYK Colors:



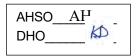
o RGB Colors:

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

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DBOH AGENDA ITEM NO. 6Bii





# Staff Report Board Meeting Date: June 27, 2019

TO:	District Board of Health
FROM:	Jennifer Hoekstra, Fiscal Compliance Officer 775-328-2418, <u>jhoekstra@washoecounty.us</u>
SUBJECT:	Retroactively approve the Assistance Amendment PM-00T56401-9 from the U. S. Environmental Protection Agency (EPA) in the amount of \$150,612 to include \$40, 144 of EPA In-Kind Support for the period 4/1/19 through 3/31/20 for the Air Quality Management, EPA Air Pollution Control Program, IO-10021. The Amendment is being presented for the District Board of Health approval per the EPA procedure that does not require signature.

# **SUMMARY**

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

The Air Quality Management Division received an Assistance Amendment from the EPA, which extends the budget in the amount of \$150,612 which includes \$40,144 of EPA In-Kind support and project period end dates from 4/1/19 to 3/31/20 for the on-going Air Pollution Control Program, PM 2.5 Program, IO 10021. A copy of the Assistance Amendment PM-00T056401-9 is attached. The Agreement was received by WCHD on June 12, 2019. The Amendment is being presented for the District Board of Health approval per the EPA procedure that does not require signature.

# District Health Strategic Priorities supported by this item:

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

# PREVIOUS ACTION

The Board retroactively approved the Assistance Amendment PM-00T56401-7 from the EPA that provided the extension of the budget and project period to March 31, 2019 on June 28, 2018.

# BACKGROUND



Subject: PM 2.5 Assistance Amendment PM-00T56401-9 Date: June 27, 2019 Page **2** of **3** 

# Project/Program Name: EPA PM 2.5 Monitoring Network

**Scope of the Project:** The Assistance Amendment was received on June 12, 2019. The Amendment is being presented for the District Board of Health approval per the EPA procedure that does not require signature.

This Amendment extends the budget and project period end dates from 4/1/19 to 3/31/20. The change raises the Total Approved Assistance Amount from \$432,351 to \$582,963. This PM 2.5 funding will provide support for salaries and benefits, one time funding for equipment and indirect expenditures.

**Benefit to Washoe County Residents:** Implementation of clean air solutions that protect the quality of life for the citizens of Reno, Sparks and Washoe County.

**On-Going Program Support:** These funds support on-going PM 2.5 activities in the Air Quality Program.

Award Amount:	Total award is \$582,963
Grant Period:	April 1, 2019 – March 31, 2020
Funding Source:	U.S. Environmental Protection Agency
Pass Through Entity:	Not applicable
CFDA Number:	66.034
Grant ID Number:	PM-00T56401-9
Match Amount and Type:	No match required

Sub-Awards and Contracts: No Sub-Awards are anticipated

# FISCAL IMPACT

The Board of County Commissioners will be requested to approve the following:

As the one time funding of equipment was not anticipated in the FY19 or FY20 budget, a budget amendment in the amount of \$64,413 increasing the budget authority is necessary to bring the Award into alignment with the direct program budget.

Should the Board of County Commissioners approve the budget amendment, the FY20 budget will be increased by \$64,413 in the following accounts:

se)

Subject: PM 2.5 Assistance Amendment PM-00T56401-9 Date: June 27, 2019 Page **3** of **3** 

# **RECOMMENDATION**

It is recommended to retroactively approve the Assistance Amendment from the U.S. Environmental Protection Agency (EPA) in the amount of \$150,612 which includes \$40,144 of EPA In-Kind support for the period 4/1/19 through 3/31/20 for the Air Quality Management, EPA Air Pollution Control Program, IO 10021.

# **POSSIBLE MOTION**

Should the Board agree with staff's recommendation, a possible motion would be: "Move to retroactively approve the Assistance Amendment from the U.S. Environmental Protection Agency (EPA) in the amount of \$150,612 which includes \$40,144 of EPA In-Kind support for the period 4/1/19 through 3/31/20 for the Air Quality Management, EPA Air Pollution Control Program, IO 10021."

				PM	00T56401 - 9 P	age 1	
			GRANT NUMBER (FA	NN): 00T564	01		
UNITED STATES		VIRONMENTAL	MODIFICATION NUM	BER: 9	DATE OF		
1 N N		-	PROGRAM CODE:	PM	06/05/201	9	
RECIPIENT TYPE:	PROTEC	CTION AGENCY	TYPE OF ACTION		MAILING		
			Augmentation: Increas	e	06/12/201	19	
The HOT	Assista	ince Amendment	PAYMENT METHOD: Advance		<b>ACH#</b> 90104		
AL PROTEC					90104		
RECIPIENT TYPE:			Send Payment Reque				
County			Las Vegas Finance Ce lvfc-grants@epa.gov	enter email:			
RECIPIENT:			PAYEE:				
Washoe Cnty Dist Hlth	Dent		Washoe Cnty Dist Hith	Dent			
1001 East Ninth Street,			1001 East Ninth Stree				
Reno, NV 89512	5		Reno, NV 89512	, 3			
EIN: 88-6000138							
PROJECT MANAGER		EPA PROJECT OFFICE	R	EPA GRANT	SPECIALIST		
Charlene Albee		Roberto Gutierrez		Renee Chan			
1001 East Ninth Street, Reno, NV 89512	Building B	75 Hawthorne Street, AIF San Francisco, CA 9410		Grants Branch			
E-Mail: calbee@washc	ecounty us	<b>E-Mail:</b> Gutierrez.Robert		Phone: 415-9	<u>.Renee@epa.gov</u>		
Phone: 775-784-7211	looounty.uo	Phone: 415-947-4276	<u></u>	1 1101101 410 0	12 0010		
PROJECT TITLE AND EXPLANATION OF CHANGES							
PM2.5 Monitoring Progra	am						
		provide current year funding to Was					
diameter equal to or sma		neters (PM2.5) in order to determin	e compliance with the P	IVIZ.5 National P	Ambient Air Quality	Standards and	
		ederal funding by \$150,612 which i	ncludes \$40,144 of EPA	In-Kind, from \$	432,351, to the rev	ised Total Approved	
Assistance Amount of \$5	582,963.						
BUDGET PERIOD	PR	OJECT PERIOD	TOTAL BUDGET PER		TOTAL PROJEC	F PERIOD COST	
04/01/2015 - 03/31/2020 04/01/2015 - 03/31/2020		\$582,963.00		\$582,963.00			
		NOTICE (	OF AWARD				
		including all modifications and am					
total federal funding of \$	) nereby awards \$11 582.963 Recipient's	10,468. EPA agrees to cost-share signature is not required on this a	<u>100.00</u> % of all approved	budget period of	its commitment to	and not exceeding	
		ays after the EPA award or amend					
		award or amendment mailing date					
		t must furnish a notice of disagree					
		ement, and until the disagreement					
award/amendment, and all terms and conditions		by the recipient are at its own risk.	i his agreement is subje	ct to applicable	EPA regulatory and	i statutory provisions,	
	-	AGEMENT OFFICE)					
ORGANIZATION / ADD			AWARD APPROVAL OFFICE ORGANIZATION / ADDRESS				
U.S. EPA, Region 9			U.S. EPA, Region 9				
Grants Branch, MSD-6		Air and Radiation Divis	ion				
75 Hawthorne Street			75 Hawthorne Street				
San Francisco, CA 941			San Francisco, CA 94				
	THE UNITED	STATES OF AMERICA BY THE	U.S. ENVIRONMENTAL	PROTECTION	AGENCY		
Digital signature appl	Digital signature applied by EPA Award Official Carolyn Truong - Grants Management Officer       DATE         06/05/2019       06/05/2019						

# **EPA Funding Information**

PM - 00T56401 - 9 Page 2

FUNDS	FORMER AWARD	THIS ACTION	AMENDED TOTAL
EPA Amount This Action	\$ 221,015	\$ 110,468	\$ 331,483
EPA In-Kind Amount	\$ 211,336	\$ 40,144	\$ 251,480
Unexpended Prior Year Balance	\$ 0	\$	\$ 0
Other Federal Funds	\$ 0	\$	\$ 0
Recipient Contribution	\$ 0	\$	\$ 0
State Contribution	\$ 0	\$	\$ 0
Local Contribution	\$ 0	\$	\$ 0
Other Contribution	\$ 0	\$	\$ 0
Allowable Project Cost	\$ 432,351	\$ 150,612	\$ 582,963

Assistance Program (CFDA)	Statutory Authority	Regulatory Authority
66.034 - Surveys-Studies-Investigations-Demonstrations and Special Purpose Activities relating to the Clean Air Act	Clean Air Act: Sec. 103	2 CFR 200 2 CFR 1500 and 40 CFR 33

Fiscal									
Site Name	Req No	FY	Approp. Code	Budget Organization	PRC	Object Class	Site/Project	Cost Organization	Obligation / Deobligation
	1909M7S029	19	E1	09M4	000A04XPM	4112	-	-	110,468
									110,468

Budget Summary Page Table A - Object Class Category	Total Approved Allowable
(Non-construction)	Budget Period Cost
1. Personnel	\$150,862
2. Fringe Benefits	\$72,655
3. Travel	\$6,500
4. Equipment	\$64,413
5. Supplies	\$1,100
6. Contractual	\$269,743
7. Construction	\$0
8. Other	\$4,800
9. Total Direct Charges	\$570,073
10. Indirect Costs: % Base See Below	\$12,890
11. Total (Share: Recipient 0.00 % Federal 100.00 %.)	\$582,963
12. Total Approved Assistance Amount	\$582,963
13. Program Income	\$0
14. Total EPA Amount Awarded This Action	\$150,612
15. Total EPA Amount Awarded To Date	\$582,963

#### Detailed Table B Budget Page: 1

Table B - Program Element Classification (Non-construction)	Total Approved Allowable Budget Period Cost
1. Table A, Line 6 Contractual includes	\$
2. in-kind contractor support through	\$
3. an EPA-HQ national contract.	\$
4. Therefore, No M/WBE Reporting required.	\$
5.	\$
6.	\$
6. Table A, Line 10 Indirect is based on an	
7. Indirect Cost Rate Proposal updated	\$
8. annually.	\$
9.	\$
10.	\$
11. Total (Share: Recip % Fed %)	\$
12. Total Approved Assistance Amount	\$

# Administrative Conditions

General, Administrative, and Programmatic Terms and Conditions of the previous assistance amendments remain in full force and effect. See paragraph below for the most current EPA General Terms and Conditions. All applicable terms and conditions are reflected in this assistance amendment, PM-00T56401-9.

## **General Terms and Conditions**

The General Terms and Conditions of this agreement are updated in accordance with the link below. However, these updated conditions apply solely to the funds added with this amendment and any previously awarded funds not yet disbursed by the recipient as of the award date of this amendment. The General Terms and Conditions cited in the original award or prior funded amendments remain in effect for funds disbursed by the recipient prior to the award date of this amendment.

The recipient agrees to comply with the current EPA general terms and conditions available at: <u>https://www.epa.gov/grants/epa-general-terms-and-conditions-effective-october-1-2018</u> These terms and conditions are binding for disbursements and are in addition to or modify the assurances and certifications made as a part of the award and the terms, conditions, or restrictions cited throughout the award.

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

## A. Annual Federal Financial Report (FFR) - SF 425

For awards with cumulative project and budget periods greater than 12 months, the recipient will submit an annual FFR (SF 425) covering the period from "project/budget period start date" to September 30 of each calendar year to the U.S. EPA Las Vegas Finance Center (LVFC). The FFR will be submitted electronically to <u>lvfc-grants@epa.gov</u> no later than December 31 of the same calendar year. The form with instructions can be found on LVFC's website at <u>https://www.epa.gov/financial/grants</u>.

This agreement also includes EPA in-kind services. Invoices will not be provided to the recipient for recording of actual in-kind cost, however, the total in-kind amount shall be reflected as an expenditure on the Federal Financial Report(s).

#### **B.** Procurement

The recipient will ensure all procurement transactions will be conducted in a manner providing full and open competition consistent with 2 CFR Part 200.319. In accordance 2 CFR Part 200.323 the grantee and subgrantee(s) must perform a cost or price analysis in connection with applicable procurement actions, including contract modifications.

State recipients must follow procurement procedures as outlined in 2 CFR Part 200.317.

#### C. Six Good Faith Efforts 40 CFR Part 33, Subpart C

Pursuant to 40 CFR Section 33.301, the recipient agrees to make the following good faith efforts whenever procuring construction, equipment, services and supplies under an EPA financial assistance agreement, and to require that sub-recipients, loan recipients, and prime contractors also comply. Records documenting compliance with the six good faith efforts shall be retained:

(a) Ensure DBEs are made aware of contracting opportunities to the fullest extent practicable through outreach and recruitment activities. For Indian Tribal, State and Local

and Government recipients, this will include placing DBEs on solicitation lists and soliciting them whenever they are potential sources.

(b) Make information on forthcoming opportunities available to DBEs and arrange time frames for contracts and establish delivery schedules, where the requirements permit, in a way that encourages and facilitates participation by DBEs in the competitive process. This includes, whenever possible, posting solicitations for bids or proposals for a minimum of 30 calendar days before the bid or proposal closing date.

(c) Consider in the contracting process whether firms competing for large contracts could subcontract with DBEs. For Indian Tribal, State and local Government recipients, this will include dividing total requirements when economically feasible into smaller tasks or quantities to permit maximum participation by DBEs in the competitive process.

(d) Encourage contracting with a consortium of DBEs when a contract is too large for one of these firms to handle individually.

(e) Use the services and assistance of the SBA and the Minority Business Development Agency of the Department of Commerce.

(f) If the prime contractor awards subcontracts, require the prime contractor to take the steps in paragraphs (a) through (e) of this section.

# D. Utilization of Disadvantaged Business Enterprises General Compliance, 40 CFR Part 33

The recipient agrees to comply with the requirements of EPA's Disadvantaged Business Enterprise (DBE) Program for procurement activities under assistance agreements, contained in 40 CFR Part 33.

#### Fair Share Objectives, 40 CFR Part 33, Subpart D

A recipient must negotiate with the appropriate EPA award official, or his/her designee, fair share objectives for MBE and WBE participation in procurement under the financial assistance agreements.

In accordance with 40 CFR Section 33.411 some recipients may be exempt from the fair share objective requirements as described in 40 CFR Part 33, Subpart D. Recipients should work with their DBE coordinator if they think their organization may qualify for an exemption.

The dollar amount of this assistance agreement, or the total dollar amount of all of the recipient's financial assistance agreements in the current federal fiscal year from EPA is \$250,000 or more. The recipient accepts the applicable MBE/WBE fair share objectives/goals negotiated with EPA by the Nevada Department of Conservation and Natural Resources (NV DCNR), as follows:

	MBE	<u>WBE</u>
Construction	02%	02%
Equipment	01%	01%
Services	01%	02%
Supplies	01%	01%

The recipient accepts the fair share objectives/goals stated above and attests to the fact that it is purchasing the same or similar construction, supplies, services and equipment, in the same or similar relevant geographic buying market as NV DCNR

# Negotiating Fair Share Objectives/Goals, Section 33.404

The recipient has the option to negotiate its own MBE/WBE fair share objectives/goals. If the

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

The submission of proposed fair share goals with the supporting analysis or disparity study means that the recipient is **not** accepting the fair share objectives/goals of another recipient. The recipient agrees to submit proposed fair share objectives/goals, together with the supporting availability analysis or disparity study, to the Regional MBE/WBE Coordinator, Elizabeth Armour, at <u>Armour.Elizabeth@epa.gov</u>, within 120 days of its acceptance of the financial assistance award. EPA will respond to the proposed fair share objective/goals are not received within the 120-day time frame, the recipient may not expend its EPA funds for procurements until the proposed fair share objective/goals are submitted.

# Contract Administration Provisions, 40 CFR Section 33.302

The recipient agrees to comply with the contract administration provisions of 40 CFR Section 33.302.

# Bidders List, 40 CFR Section 33.501(b) and (c)

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

#### E. MBE/WBE Reporting – Non-Reporting Condition General Compliance, 40 CFR, Part 33, Subpart E

# MBE/WBE reports are required annually. Reporting is required for assistance agreements where there are funds budgeted for procuring construction, equipment, services and supplies, including funds budgeted for direct procurement by the recipient or procurement under subawards or loans in the "Other" category, that exceed the threshold amount of \$150,000, including amendments and/or modifications.

Based on EPA's review of the planned budget, this award does not meet the conditions above and is not subject to Disadvantaged Business Enterprise (DBE) Program reporting requirements. However, if during the performance of the award the total of all funds expended for direct procurement by the recipient and procurement under subawards or loans in the "Other" category exceeds \$150,000, annual reports will be required and you are required to notify your EPA grant specialist for additional instructions.

The recipient also agrees to request prior approval from EPA for procurements that may activate DBE Program reporting requirements.

This provision represents an approved deviation from the MBE/WBE reporting requirements as described in 40 CFR Part 33, Section 33.502; however, the other requirements outlined in 40 CFR Part 33 remain in effect, including the Good Faith Effort requirements as described in 40 CFR Part 33, Subpart C, and Fair Share Objectives negotiation as described in 40 CFR Part 33, Subpart D.

# F. Indirect Costs - refer to the General Terms and Conditions #15

# Programmatic Conditions

a). <u>Quality Assurance:</u> This grant includes the performance of environmental measurements. WCHD and EPA approved a Quality Management Plan (QMP) on October 02, 2014, and a Quality Assurance Program Plan (QAPP) on February 12, 2013. QA plans are current for five years, after which time they should be reviewed, revised, and submitted to EPA for approval. Work may continue under the current approved QMP and QAPP while WCHD works with EPA to update and approve both plans. EPA's Quality Assurance Office can be contacted at 415-972-3431.

b). <u>Reporting & Problems, Delays or Adverse Conditions:</u> This grant is solely for the purpose of monitoring, quarterly reporting is required in the form of data entered into EPA's national Air Quality System (AQS) database. In accordance with 2 CFR §200.328(d)(1), the recipient agrees to inform EPA as soon as problems, delays or adverse conditions become known which materially impair the ability to meet the outputs/outcomes in the assistance agreement workplan.

c). <u>Green/Environmentally Sustainable Practices:</u> Consistent with local, state, and federal grant procurement rules, recipient shall, when feasible, purchase environmentally preferable products/services and hold conferences/meetings using environmentally preferable measures. Environmentally preferable products/services and environmentally preferable measures include those that have a lesser or reduced effect on the environment when compared with competing products, services, or measures that serve the same purpose. This comparison may consider raw material acquisition, production, manufacturing, packaging, distribution, reuse, operation, maintenance, or disposal of the product or service. In addition, environmentally preferable measures for conferences/meetings apply to large gatherings of ten or more persons.

# d). Cybersecurity:

(a) The recipient agrees that when collecting and managing environmental data under this assistance agreement, it will protect the data by following all State or Tribal law cybersecurity requirements as applicable.

(b)(1) EPA must ensure that any connections between the recipient's network or information system and EPA networks used by the recipient to transfer data under this agreement, are secure. For purposes of this Section, a connection is defined as a dedicated persistent interface between an Agency IT system and an external IT system for the purpose of transferring information. Transitory, user-controlled connections such as website browsing are excluded from this definition.

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

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

# e). Competency of Organizations Generating Environmental Measurement Data:

Following EPA Policy Director Number FEM-2012-02, recipient agrees to demonstrate competency of any laboratory carrying out any activities involving the generation of environmental data on its behalf. Laboratory competency shall be maintained for the duration of the project period of this agreement and documented during the annual reporting process. A copy of the Policy is available online at http://www.epa.gov/fem/lab\_comp.htm.

-- END OF AGREEMENT --

DBOH AGENDA ITEM NO. 6Biii



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# Staff Report Board Meeting Date: June 27, 2019

**TO:** District Board of Health

- **FROM:** Nancy Kerns Cummins, Fiscal Compliance Officer 775-328-2419, nkcummins@washoecounty.us
- **SUBJECT:** Approve a Notice of Subgrant Award from the State of Nevada Department of Health and Human Services, Division of Public & Behavioral Health for the period July 1, 2019 through June 30, 2020 in the total amount of \$237,578.00 (no required match) in support of the Community and Clinical Health Services Division (CCHS) Immunization Program and authorize the District Health Officer to execute the Subgrant Award.

# **SUMMARY**

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

# District Health Strategic Priority supported by this item:

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

# PREVIOUS ACTION

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

# **BACKGROUND**

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

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

# FISCAL IMPACT

The program anticipated funding and included it in the FY20 adopted budget; therefore, no budget amendment is necessary.



Subject: Immunizations Subgrant Award Date: June 27, 2019 Page **2** of **2** 

# **RECOMMENDATION**

It is recommended that the Washoe County District Board of Health approve a Notice of Subgrant Award from the State of Nevada Department of Health and Human Services, Division of Public & Behavioral Health for the period July 1, 2019 through June 30, 2020 in the total amount of \$237,578.00 (no required match) in support of the Community and Clinical Health Services Division (CCHS) Immunization Program and authorize the District Health Officer to execute the Subgrant Award.

# **POSSIBLE MOTION**

Should the Board agree with staff's recommendation, a possible motion would be: "Move to approve a Notice of Subgrant Award from the State of Nevada Department of Health and Human Services, Division of Public & Behavioral Health for the period July 1, 2019 through June 30, 2020 in the total amount of \$237,578.00 (no required match) in support of the Community and Clinical Health Services Division (CCHS) Immunization Program and authorize the District Health Officer to execute the Subgrant Award."



# State of Nevada Department of Health and Human Services **Division of Public & Behavioral Health**

(hereinafter referred to as the Division)

Agency Ref. #: HD 17204

Budget Account:

GL:

Job Number:

3213 Category: 20 8516

	NOTICE (	OF SUBA	WARD			
Program Name:		Subrecip	pient's Nam	<u>e</u> :		
Nevada State Immunization Progra	am			th District (WCHD)		
Bureau of Child, Family & Commu	nity Wellness		-			
Address:		Address				
4150 Technology Way, Suite 210		1001 E. 9				
Carson City, NV 89706-2009		Reno, N\				
Subaward Period:		<u>Subrecip</u>				
07/01/2019 through 06/30/2020			EIN:	88-6000138		
			Vendor #:	T40283400		
		Dun & B	radstreet:	073786998		
Purpose of Award: To eliminate cas through case management under t				ounty by raising im	nunization ra	tes and
Region(s) to be served:  Statewid	e 🛛 Specific county or cou	unties: <u>Washoe</u>	County			
Approved Budget Categories	S:	FEDERAL AV				
1. Personnel	\$205,798.00	Total Obligate	d by this Action	on:	\$	237,578.00
2. Travel		Total Federal		is Budget Period: ed to Date:	\$ \$	0.00 237,578.00
	\$2,638.00				Ψ	201,010.00
3. Operating	\$1,210.00	Match Require			¢	0.00
4. Equipment	\$0.00	Amount Requi			\$ \$	0.00
5. Contractual/Consultant	\$0.00	Total Match A		red: t (R&D) □ Y ⊠ N	\$	0.00
6. Training	\$0.00		·			
7. Other	\$600.00	Budget Perio 07/01/2019 th		0000		
TOTAL DIRECT COSTS	\$210,246.00	Project Perio		2020		
8. Indirect Costs	\$27,332.00	07/01/2019 th	rough 06/30/2	2024		
TOTAL APPROVED BUDGET	\$237,578.00	FOR AGENC	Y USE ONLY			
Source of Funds:		% Funds:	CFDA:	FAIN:	Federal Gran	t #:
Nevada Immunization & Vaccine for C	hildren Federal Grant;	100%	93.268	NH23IP000727		<u></u> .
Centers for Disease Control and Preve	ention (CDC)					
(See Section C)						
Federal Grant Award Date by Federa						
Agency Approved Indirect Rate: 7.6	5%	<u>Subrecipi</u>	ent Approve	d Indirect Rate: 13%	)	
Terms and Conditions:						
In accepting these grant funds, it is un 1. This award is subject to the a		do				
2. Expenditures must comply wi			nt Instructions	and Requirements	and the State	
Administrative Manual.				·		
<ol><li>Expenditures must be consist</li></ol>			s, and budget	as approved and do	cumented	
4. Subrecipient must comply wit			<b></b>		: <b>c</b>	
<ol><li>Quarterly progress reports ar provided in writing by the gra</li></ol>		nonth following	the end of the	e quarter, uniess spec	cilic exceptions	are
6. Financial Status Reports and		be submitted mo	onthly, unless	specific exceptions a	are provided in	writing by
the grant administrator.	, 		- ·			
Incorporated Documents:						
Section A: Grant Conditions an		livoroblast				
	ces, Scope of Work and Del al Reporting Requirements;	iiverables;				
Section D: Request for Reimbu						
Section E: Audit Information Re						

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

Section F: Section G:	Current/Former State Employee Disclaimer; DPBH Business Associate Addendum;		
Kevin Dick District Health	n Officer	Signature	Date
Candice McD Bureau Chief,			
for Lisa Shery Interim Admin Division of Pu			

# SECTION A

### **GRANT CONDITIONS AND ASSURANCES**

### **General Conditions**

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

### Grant Assurances

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

- 1. Adopt and maintain a system of internal controls which results in the fiscal integrity and stability of the organization, including the use of Generally Accepted Accounting Principles (GAAP).
- 2. Compliance with state insurance requirements for general, professional, and automobile liability; workers' compensation and employer's liability; and, if advance funds are required, commercial crime insurance.
- 3. These grant funds will not be used to supplant existing financial support for current programs.
- 4. No portion of these grant funds will be subcontracted without prior written approval unless expressly identified in the grant agreement.

- Compliance with the requirements of the Civil Rights Act of 1964, as amended, and the Rehabilitation Act of 1973, P.L. 93-112, as amended, and any relevant program-specific regulations, and shall not discriminate against any employee for employment because of race, national origin, creed, color, sex, religion, age, disability or handicap condition (including AIDS and AIDS-related conditions).
- Compliance with the Americans with Disabilities Act of 1990 (P.L. 101-136), 42 U.S.C. 12101, as amended, and regulations adopted there under contained in 28 CFR 26.101-36.999 inclusive, and any relevant program-specific regulations.
- 7. Compliance with the Clean Air Act (42 U.S.C. 7401–7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251–1387), as amended—Contracts and subgrants of amounts in excess of \$150,000 must contain a provision that requires the non-Federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401–7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251–1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).
- 8. Compliance with Title 2 of the Code of Federal Regulations (CFR) and any guidance in effect from the Office of Management and Budget (OMB) related (but not limited to) audit requirements for grantees that expend \$750,000 or more in Federal awards during the grantee's fiscal year must have an annual audit prepared by an independent auditor in accordance with the terms and requirements of the appropriate circular. A COPY OF THE FINAL AUDIT REPORT MUST BE SENT TO:

Nevada State Division of Public and Behavioral Health Attn: Contract Unit 4150 Technology Way, Suite 300 Carson City, NV 89706-2009 <u>contractunit@health.nv.gov</u>

This copy of the final audit must be sent to the Division within nine (9) months of the close of the Subrecipient's fiscal year. To acknowledge this requirement, Section E of this notice of subaward must be completed.

- Certification that neither the Recipient nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency. This certification is made pursuant to regulations implementing Executive Order 12549, Debarment and Suspension, 28 C.F.R. pt. 67 § 67.510, as published as pt. VII of May 26, 1988, Federal Register (pp. 19150-19211).
- 10. No funding associated with this grant will be used for lobbying.
- 11. Disclosure of any existing or potential conflicts of interest relative to the performance of services resulting from this grant award.
- 12. Provision of a work environment in which the use of tobacco products, alcohol, and illegal drugs will not be allowed.
- An organization receiving grant funds through the Division of Public and Behavioral Health of the Nevada Department
  of Health and Human Services shall not use grant funds for any activity related to the following:
  - 1. Any attempt to influence the outcome of any federal, state or local election, referendum, initiative or similar procedure, through in-kind or cash contributions, endorsements, publicity or a similar activity.
  - 2. Establishing, administering, contributing to or paying the expenses of a political party, campaign, political action committee or other organization established for the purpose of influencing the outcome of an election, referendum, initiative or similar procedure.
  - 3. Any attempt to influence:
    - (a) The introduction or formulation of federal, state or local legislation; or
    - (b) The enactment or modification of any pending federal, state or local legislation, through communication with any member or employee of Congress, the Nevada Legislature or a local governmental entity responsible for enacting local legislation, including, without limitation, efforts to influence State or local officials to engage in a similar lobbying activity, or through communication with any governmental official or employee in connection with a decision to sign or veto enrolled legislation.

- 4. Any attempt to influence the introduction, formulation, modification or enactment of a federal, state or local rule, regulation, executive order or any other program, policy or position of the United States Government, the State of Nevada or a local governmental entity through communication with any officer or employee of the United States Government, the State of Nevada or a local governmental entity, including, without limitation, efforts to influence state or local officials to engage in a similar lobbying activity.
- 5. Any attempt to influence:
  - (a) The introduction or formulation of federal, state or local legislation;
  - (b) The enactment or modification of any pending federal, state or local legislation; or
  - (c) The introduction, formulation, modification or enactment of a federal, state or local rule, regulation, executive order or any other program, policy or position of the United States Government, the State of Nevada or a local governmental entity, by preparing, distributing or using publicity or propaganda, or by urging members of the general public or any segment thereof to contribute to or participate in any mass demonstration, march, rally, fundraising drive, lobbying campaign or letter writing or telephone campaign.
- 6. Legislative liaison activities, including, without limitation, attendance at legislative sessions or committee hearings, gathering information regarding legislation and analyzing the effect of legislation, when such activities are carried on in support of or in knowing preparation for an effort to engage in an activity prohibited pursuant to subsections 1 to 5, inclusive.
- 7. Executive branch liaison activities, including, without limitation, attendance at hearings, gathering information regarding a rule, regulation, executive order or any other program, policy or position of the United States Government, the State of Nevada or a local governmental entity and analyzing the effect of the rule, regulation, executive order, program, policy or position, when such activities are carried on in support of or in knowing preparation for an effort to engage in an activity prohibited pursuant to subsections 1 to 5, inclusive.
- An organization receiving grant funds through the Division of Public and Behavioral Health of the Nevada Department of Health and Human Services <u>may</u>, to the extent and in the manner authorized in its grant, use grant funds for any activity directly related to educating persons in a nonpartisan manner by providing factual information in a manner that is:
  - 1. Made in a speech, article, publication, or other material that is distributed and made available to the public, or through radio, television, cable television or other medium of mass communication; and
  - 2. Not specifically directed at:
    - (a) Any member or employee of Congress, the Nevada Legislature or a local governmental entity responsible for enacting local legislation;
    - (b) Any governmental official or employee who is or could be involved in a decision to sign or veto enrolled legislation; or
    - (c) Any officer or employee of the United States Government, the State of Nevada or a local governmental entity who is involved in introducing, formulating, modifying or enacting a Federal, State or local rule, regulation, executive order or any other program, policy or position of the United States Government, the State of Nevada or a local governmental entity.

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

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

### SECTION B

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

The intent of this subgrant is to perform activities deemed effective in improving immunization coverage and to reduce hepatitis B disease among children and adults in Washoe County. The activities addressed in this subgrant are required under the federal Immunization and Vaccines for Children Grant, CFDA 93.268, administered by the Centers for Disease Control and Prevention (CDC), and identified within the Immunization Program Operations Manual (IPOM).

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

### Scope of Work for WCHD (July 1, 2019 to June 30, 2020)

Goal 1: Ensure that providers store and handle publicly purchased vaccines in a manner that maintains vaccine viability and reduces vaccine wastage (C5).

Objective	Activities	Outputs	Timeline	Target Population	Evaluation Measure (indicator)
1.1 Conduct a VFC compliance visit with 50% of enrolled VFC providers in jurisdiction.	<ul> <li>Conduct VFC Provider Compliance Visits with 50% of enrolled VFC Providers in jurisdiction.</li> <li>Record VFC</li> </ul>	<ul> <li>Submit Compliance Visit Questionnaire in PEAR on the day of the visit.</li> <li>Send the completed</li> </ul>	07/01/19 – 06/30/20	Washoe County     VFC Providers	<ul> <li>50% of enrolled VFC providers in jurisdiction receive a completed VFC Compliance Visit.</li> </ul>
	Compliance Visit data in the Provider Education, Assessment and Reporting System (PEAR) while in the provider's office or by close of business on the day the visit is conducted.	<ul> <li>Send the completed Acknowledgement of Receipt (AoR) to the Nevada State Immunization Program (NSIP) Provider Quality Assurance Manager.</li> <li>Follow-up on all non- compliance issues until resolved and document progress and resolution in PEAR.</li> </ul>			<ul> <li>100% of provider non- compliance issues resolved in the CDC- prescribed timeframe.</li> <li>100% of completed visits submitted in PEAR in the CDC- prescribed timeframe.</li> </ul>
		<ul> <li>Submit visit to CDC when all issues have been resolved.</li> </ul>			

		NOTICE OF SUBAWAR			1
1.2 Ensure all enrolled VFC Providers in jurisdction complete mandatory VFC training annually, document completion in PEAR, and submit proof of compliance to NSIP.	<ul> <li>All enrolled VFC Providers in jurisdiction must complete annual VFC training by: attending a VFC Compliance Visit, <u>OR</u> submitting certificates of completion from the "You Call the Shots" modules 10 &amp; 16, <u>OR</u> by receiving training from a QA Coordinator using the VFC Training Elements Checklist in- person or by phone.</li> </ul>	<ul> <li>Document provider training in PEAR.</li> <li>Submit proof of compliance to NSIP.</li> </ul>	07/01/19 – 06/30/20	Washoe County VFC Providers	100% of enrolled VFC Providers in jurisdiction complete mandatory VFC annual training.
1.3 Physically transfer short- dated publicly supplied vaccine(s) within jurisdiction to prevent expiration and waste.	Upon request from NSIP staff, relocate short-dated publicly supplied vaccine(s) to prevent expiration and waste.	<ul> <li>Complete and accurate Vaccine Transfer Form(s) submitted to NSIP Vaccine Manager.</li> <li>Vaccine transfer documented in PEAR as a "VFC Contact."</li> </ul>	07/01/19 – 06/30/20	<ul> <li>All NSIP- enrolled providers (VFC, State, and 317) in Washoe County</li> </ul>	<ul> <li># of doses requested for transfer</li> <li># of doses transferred</li> </ul>
1.4 Monitor the Borrowing Reports and VFC eligibility documentation of enrolled VFC Providers in jurisdiction at 6 months and 12 months following a VFC Compliance Visit.	<ul> <li>Evaluate "borrowing" trends for VFC Providers at 6 months and 12 months after conducting a VFC Compliance Visit.</li> <li>Evaluate VFC eligibility documentation trends for VFC Providers at 6 months and 12 months after conducting a VFC Compliance Visit.</li> <li>Request all "UNKNOWNS" be corrected by the Provider.</li> </ul>	<ul> <li>NV WebIZ Borrowing Report</li> <li>Completed CDC Borrowing Report(s) from Provider(s)</li> <li>NV WebIZ "Patient VFC Eligibility" Report</li> </ul>	07/01/19 – 06/30/20	Washoe County VFC Providers	<ul> <li># of UNKNOWNS on "Patient VFC Eligibility" Reports [GOAL = 0]</li> <li># of completed Borrowing Reports submitted by VFC Providers in jurisdiction</li> </ul>
Subaward Dealect (DAA)		Dage 7 of 26			Aganay Daf #1 UD 17004

		STATE OF NEVADA MENT OF HEALTH AND HU N OF PUBLIC AND BEHAV NOTICE OF SUBAWA	JMAN SERVICE IORAL HEALTH	-	
1.5 Conduct VFC Compliance Visits with 100% of newly enrolled VFC Providers in jurisdiction between 90 and 120 days after enrollment.	Conduct VFC Compliance Visits with 100% of newly enrolled VFC Providers in jurisdiction between 90 and 120 days after enrollment.	<ul> <li>Submit Compliance Visit Questionnaire in PEAR on the day of the visit.</li> <li>Send the completed Acknowledgement of Receipt (AoR) to the Nevada State Immunization Program (NSIP) Provider Quality Assurance Manager.</li> <li>Follow-up on all non- compliance issues until resolved and document progress and resolution in PEAR.</li> <li>Submit visit to CDC when all issues have been resolved.</li> </ul>	07/01/19 – 06/30/20	<ul> <li>Newly enrolled VFC Providers in Washoe County – NSIP will inform WCHD when new providers enroll in their jurisdiction</li> </ul>	<ul> <li>100% of newly enrolled VFC Providers in Washoe County receive a VFC Compliance Visit between 90 and 120 days after enrollment</li> </ul>
1.6 Ensure all WCHD QA Coordinators complete mandatory VFC training annually.	<ul> <li>All WCHD QA Coordinators must complete the following VFC trainings annually:</li> <li>"You Call the Shots (YCTS)" Modules 10 &amp; 16</li> </ul>	Certificates of Completion submitted annually for each WCHD QA Coordinator	07/01/19 – 06/30/20	WCHD QA     Coordinators	100% of WCHD QA Coordinators submit Certificates of Completion for both YCTS Modules

Goal 2: Work with eligible VFC Providers to implement immunization quality improvement and monitor the impact on vaccination coverage. VFC Providers in jurisdiction will implement recommended immunization quality improvement(s) and monitor the impact on vaccination coverage.

Objective	Activities	Outputs	Timeline	Target Population	Evaluation Measure (indicator)
2.1 Conduct childhood and teen assessments on a minimum of 25% of eligible VFC-enrolled Providers.	Conduct childhood and teen assessments on select VFC Providers in jurisdiction.	<ul> <li>Document Assessment and results in REDCap.</li> </ul>	07/01/19 – 06/30/20	<ul> <li>Washoe County VFC Providers</li> </ul>	<ul> <li>25% of enrolled VFC Providers in jurisdiction receive assessment of 2-year-old &amp; 13-year- old patients</li> </ul>
Subaward Packet (BAA)		Page 8 of 26			Agency Ref.#: HD 17204

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	·	Generate NV WeblZ 4.3.1.3.3.1.4 series rates for all 2-year-olds.	•	Notify NSIP when Assessment is completed and share results.					
	•	Generate 1 Tdap, 1 MCV4, 1 HPV and UTD HPV rates for 13-year- olds prior to conducting the Feedback visit.							
	•	Option to conduct a 6- month Follow-Up Assessment.							
2.2 Select two (2) quality improvement (QI) measures with each VFC Provider receiving an Assessment and follow the implementation of chosen measures throughout the budget	•	Complete the Assessment Questionnaire and assist the Provider in selecting two (2) QI measures during the feedback session.	•	Document Assessment in REDCap, including Provider's chosen QI measures. Document progress on selected QI activities in REDCap at 2 months.	07/01/19 – 06/30/20	•	Washoe County VFC Providers	•	25% of enrolled VFC Providers in jurisdiction implement or enhance QI measures to improve vaccination coverage
period.	•	Track the Provider's progress in implementing chosen measures at 2 months and 6 months.	•	Document progress on selected QI activities in REDCap at 6 months.					

Goal 3: Use IIS data to inform and manage Immunization Quality Improvement for Providers (IQIP) assessment activities and improve vaccination coverage.

Objective	Activities	Outputs	Timeline	Target Population	Evaluation Measure (indicator)
3.1 Use NV WebIZ exclusively to generate Provider Assessments and immunization coverage reports.	<ul> <li>Generate NV WebIZ 4.3.1.3.3.1.4 series rates for all 2-year-olds.</li> <li>Generate 1 Tdap, 1 MCV4, 1 HPV and UTD HPV rates for 13-year-olds.</li> </ul>	<ul> <li>NV WebIZ Assessments for 2- year-olds and 13-year- olds.</li> <li>NV WebIZ "Missing Immunizations" Reports.</li> </ul>	07/01/19 – 06/30/20	Washoe County VFC Providers	<ul> <li>100% of provider assessments and any other immunization coverage reports generated using NV WebIZ</li> </ul>

	Goal 4: Ensure hepatitis B virus (HBV)-exposed newborns receive post-exposure prophylaxis (PEP) according to recommendations from the CDC's Advisory Committee on Immunization Practices (ACIP).							
Objective	Activities	Outputs	Timeline	Target Population	Evaluation Measure (indicator)			
4.1 Collaborate with statewide birthing hospitals receiving VFC funding to develop, strengthen, or maintain policies and procedures to ensure missed opportunities for post- exposure prophylaxis are avoided.	<ul> <li>Review Washoe County birthing hospitals' policies and procedures.</li> <li>Provide technical assistance as needed to ensure missed opportunities for post- exposure prophylaxis are avoided.</li> </ul>	<ul> <li>Written recommendations for improvement for Washoe County birthing hospitals, if needed.</li> </ul>	07/01/19 – 06/30/20	Washoe County Birthing Hospitals	<ul> <li># of Washoe County Birthing Hospital's policies reviewed.</li> <li>Written summary of changes recommended and implemented.</li> </ul>			
4.2 Provide online educational materials as well as in-person and phone consultations to HBsAg-positive pregnant women on how their newborn will be medically managed to prevent mother-to-infant transmission of the virus.	<ul> <li>Provide appropriate educational materials and consultations to HBsAg-positive pregnant women on medical management of their newborn to prevent mother-to-infant transmission of the virus.</li> </ul>	<ul> <li>Documentation of in- person and phone consultations with HBsAg-positive pregnant women.</li> </ul>	07/01/19 – 06/30/20	HBsAg-positive pregnant women in Washoe County	<ul> <li># of HBsAg positive pregnant women who received consultations during the budget period.</li> <li>o # in-person</li> <li>o # by phone</li> </ul>			

Goal 5: Ensure HBV-exposed infants complete the hepatitis B vaccine series and receive post-vaccination serology testing (PVST) per ACIP recommendations.

Objective	Activities	Outputs	Timeline	Target Population	Evaluation Measure (indicator)
5.1 Provide case management services for HBV-exposed infants until the hepatitis B vaccine series is completed with all valid doses and post- vaccination serology testing has been performed. This includes educating health	<ul> <li>Case management, including educating health providers and families of HBV- exposed infant(s) until hepatitis B vaccine series and PVST is completed.</li> </ul>	<ul> <li>Documentation of communications and communication attempts with health providers and families of HBV-exposed infants.</li> </ul>	07/01/19 – 06/30/20	Health providers and families of HBV-exposed infants	<ul> <li># of communication attempts with health providers and families</li> <li># of successful communications with health providers and families</li> </ul>

		STATE OF NEVADA MENT OF HEALTH AND HU N OF PUBLIC AND BEHAVI NOTICE OF SUBAWAR	MAN SERVICES ORAL HEALTH	
providers and families on the immunization schedule for HBV- exposed infants. Case managers will continually monitor hepatitis B vaccine administration data to ensure doses are valid and meet the minimum intervals per ACIP, as well as educate providers and families on appropriate PVST (i.e., timing, correct test) per ACIP. Case management services will be consistent until HBV- exposed infant receives PVST based on ACIP. Lost-to-follow-up protocols will be outlined in the Policies and Procedures Manual to be applied to all enrolled infants in jurisdiction.	<ul> <li>Review WCHD lost-to- follow-up protocols outlined in jurisdiction's Policies and Procedures and update if needed.</li> </ul>	Documentation of any changes to lost-to- follow-up protocols.		# and content of changes made to lost-to-follow-up protocols

Special Projects: Examinations of socioeconomic status often reveal inequities in access to resources and healthcare. There are many contributing factors when looking at the correlation between low socioeconomic status (SES) and an individual's overall health.

Objective	Activities	Outputs	Timeline	Target Population	Evaluation Measure (indicator)
SP 2.1: Using an accredited data source such as NV WebIZ, the National Immunization Survey (NIS), Billing Claims data, the Behavioral Risk Factor Surveillance System (BRFSS), etc., identify and target a	<ul> <li>Review accredited data sources to identify target populations in jurisdiction with low immunization coverage (e.g., minorities, homeless, certain zip codes, Title I</li> </ul>	<ul> <li>List of accredited data sources used to identify disparities in coverage</li> </ul>	07/01/19 – 06/30/20	<ul> <li>Low SES populations in Washoe County, including but not limited to minorities, homeless, certain zip codes, students</li> </ul>	<ul> <li>Target populations identified</li> </ul>

		NOTICE OF SUBAWA	RD		
<ul> <li>population in jurisdiction known to have low immunization coverage due to health inequities associated with being in a low SES standing. (Examples of populations to target include: WIC recipients, persons ages 19-64 years with chronic health conditions, minorities, homeless, persons residing in certain zip codes, homebound elderly, etc.)</li> <li>SP 2.2: Work with new and existing partners to increase access to seasonal influenza and other vaccines for disparate populations.</li> </ul>	elementary schools, WIC recipients, etc.).	Outreach clinics	07/01/19 – 06/30/20	<ul> <li>in Title I elementary schools, WIC recipients, etc.</li> <li>Low SES populations in Washoe County, including but not limited to minorities, homeless, certain zip codes, students in Title I elementary schools, WIC recipients, etc.</li> </ul>	<ul> <li># of clinics held</li> <li># of clients served per clinic</li> <li>Demographic data for clients served (e.g., age, gender, etc.)</li> <li># and types of vaccines administered</li> </ul>

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

## SECTION C

### **Budget and Financial Reporting Requirements**

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

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

% Funds:

55%

19%

26%

### Funding Source:

Nevada Immunization & Vaccine for Children Federal Grant (CDC) VFC/AFIX Nevada Immunization & Vaccine for Children Federal Grant (CDC) VFC OPS Nevada Immunization & Vaccine for Children Federal Grant (CDC) PPHF

Subrecipient agrees to adhere to the following budget:

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Catagory	Total cost	NOTICE OF SUI	
<u>Category</u>	<u>Total cost</u>	Detailed cost	Details of expected expenses
1. Personnel	\$ 205,798.00	SEE EXHIBIT A in S	ection C for Detail Budget
		\$ 98,769.00	VFC/AFIX Coordinator #1
			(Annual Salary \$92,500+Fringe \$42,800) x 0.73FTE
		\$ 38,920.00	VFC/AFIX Coordinator #2
			(Annual Salary \$66,300+Fringe \$31,000) x 0.40FTE
		\$ 49,118.00	Public Health Nurse #1 (Annual Salary \$91,700+Fringe \$38,415) x 0.3775FTE
		\$ 5,842.00	Peri Hep-B Coordinator (Annual Salary \$91,250+Fringe \$37,850) x 0.04525FTE
		\$ 13,149.00	Public Health Nurse #2
			(Annual Salary \$91,000+Fringe \$40,485) x 0.10FTE
2. Travel	\$ 2,638.00		
	· · · · · · · · · · · · · · · · · · ·	\$ 2,058.00	Trip to Nevada Health Conference for VFC 3 Staff Itemized Trip Details:
			NV Health conf: Hotel = \$260 (\$130 * 2 nights), Flight = \$200, Perdiem = \$183(\$61 per day*3 days), ground transp/parking \$43
		\$ 580.00	VFC Compliance staff mileage for VFC/AFIX Visits =1000miles x .058/mile
3. Operating	\$ 1,210.00		
		\$ 840.00	Copying- Monthly copier lease / copy costs =\$70/month x 12months
		\$ 370.00	Telephone- Monthly telephone expenses =\$30.80/month x 12months
4. Equipment	\$ 0.00		
		\$	
5. Contractual Consultant	\$ 0.00		
6 Training	\$ 0.00	\$	
6. Training	\$ 0.00	\$	
7. Other	\$ 600.00	Ψ	
-		\$ 600.00	Nevada Health Conference Registration =\$200/each x 3
Total Direct Cost	\$ 210,246.00		
8. Indirect	27,332.00		
		\$ 27,332.00	Indirect Rate 13% Direct Cost = \$210,246 x 13%
Total Approved Budget	\$ 237,578.00		

- Division of Public and Behavioral Health policy allows no more than 10% flexibility of the total not to exceed amount of the subaward, within the approved Scope of Work/Budget. Subrecipient will obtain written permission to redistribute funds within categories. Note: the redistribution cannot alter the total not to exceed amount of the subaward. Modifications in excess of 10% require a formal amendment.
- Equipment purchased with these funds belongs to the federal program from which this funding was appropriated and shall be returned to the program upon termination of this agreement.
- Travel expenses, per diem, and other related expenses must conform to the procedures and rates allowed for State officers and employees. It is the Policy of the Board of Examiners to restrict contractors/ Subrecipients to the same Subaward Packet (BAA)
   Page 14 of 26
   Agency Ref.#: HD 17204
   Revised 4/19

rates and procedures allowed State Employees. The State of Nevada reimburses at rates comparable to the rates established by the US General Services Administration, with some exceptions (State Administrative Manual 0200.0 and 0320.0).

### The Subrecipient agrees:

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

- Nevada State Immunization Program must receive Requests for Reimbursement no later than the fifteenth (15<sup>th</sup>) day of each month for the prior month's actual expenses;
- Total reimbursement through this subaward will not exceed \$237,578.00;
- Requests for Reimbursement will be accompanied by supporting documentation, including a line item description of expenses incurred;
- Reimbursements will not be processed without all mandatory reporting documents:
  - Request for Reimbursement Form
  - Reimbursement Worksheet
  - Receipts for supplies, travel, equipment, and other items purchased
- Reimbursement is based on actual expenditures incurred during the period being reported. The Reimbursement Worksheet supplied should be used to tabulate and summarize the expenses by grant category and should be submitted with the other documents as described below;
  - Submit one hard copy via postal mail of original, signed Request for Reimbursement, Reimbursement Worksheet, and copies of receipts;
- Additional expenditure detail will be provided upon request from the Division.

### Additionally, the Subrecipient agrees to provide:

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

### The Division agrees:

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

### Both parties agree:

• Site visits will be conducted by the Division of Public and Behavioral Health on an annual basis, during this grant period, to ensure grant compliance. The subrecipient monitoring program is designed to meet the federal requirement of Subpart F—Audit Requirements as outlined in Title 2 CFR-Part 200. During the Site Visit the

administrative, programmatic and financial activities related to the administration and compliance requirements of federal and state laws, regulations and grant programs will be reviewed.

- The Subrecipient will, in the performance of the Scope of Work specified in this subaward, perform functions and/or activities that could involve confidential information; therefore, the Subrecipient is requested to fill out Section G, which is specific to this subaward, and will be in effect for the term of this subaward.
- All reports of expenditures and requests for reimbursement processed by the Division are SUBJECT TO AUDIT.
- This subaward agreement may be TERMINATED by either party prior to the date set forth on the Notice of Subaward, provided the termination shall not be effective until <u>30 days</u> 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 Division, state, and/or federal funding ability to satisfy this Agreement is withdrawn, limited, or impaired.

### Financial Reporting Requirements

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

							WASHOE CO	UNTY HEALTH DISTRICT - Ju	ly 1, 2019 - J	lune 30, 2020	) Budget									
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VFC / AFIX Coord #1 NM	\$92,500.00	\$42,800.00	. ,		\$ 98,769.00		\$ 74,077.00	Peri Hep-B Coord	\$91,250.00	\$37,850.00			\$5,842.00	Public Health Nurse #1 LS	\$91,700.00	\$38,415.00		27.75	\$36,107.00	
VFC / AFIX Coord #2	\$66,300.00	\$31,000.00	C	0 40	\$ 38,920.00	\$ 9,730.00	\$ 29,190.00		1				\$-	Public Health Nurse #2 KS	\$91,000.00	\$40,485.00	C	10	\$13,149.00	
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Total VFC/AFIX Activities Bu	dget:				\$175,318.00		\$ 131,489.00	Total Perinatal Hepatitis B A	ctivities Budg	get:			\$6,601.00	Total Special Project Activiti	es Budget:		_		\$55,659.00	\$237,578.00
						19%	55%						3%						23%	100%

Budget Account: 3213

Agency Ref. #: HD 17204 GL: 8516

Draw #:

# **SECTION D**

Request for Re	eimbursement
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	Program		Washoe County	<b>ame:</b> Health District (W	CHD)	
Bureau of Child, Family & Co Address: 4150 Technology Way, Suite Carson City, NV 89706-2009	210	<u>,</u>	Address: 1001 E. 9 <sup>th</sup> St. Reno, NV 89512			
<u>Subaward Period</u> : 07/01/2019-06/30/2020				l: 88-6000138 ¢: T40283400 Q		
	FINANCI	AL REPORT AN	D REQUEST FOR	RFUNDS		
M	onth(s)		expenditure repor	Calendar		
Approved Budget Category	A Approved Budget	B Total Prior Requests	C Current Request	D Year to Date Total	E Budget Balance	F Percent Expended
1. Personnel	\$205,798.00	\$0.00	\$0.00	\$0.00	\$205,798.00	0.0%
2. Travel	\$2,638.00	\$0.00	\$0.00	\$0.00	\$2,638.00	0.0%
3. Operating	\$1,210.00	\$0.00	\$0.00	\$0.00	\$1,210.00	0.0%
4. Equipment	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	-
5. Contractual/Consultant	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	-
6. Training	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	-
7. Other	\$600.00	\$0.00	\$0.00	\$0.00	\$600.00	0.0%
8. Indirect	\$27,332.00	\$0.00	\$0.00	\$0.00	\$27,332.00	0.0%
Total	\$237,578.00	\$0.00	\$0.00	\$0.00	\$237,578.00	0.0%
I, a duty authorized signatory for the a disbursements and cash receipts are is not in excess of current needs or, of information, or the omission of any m I verify that the cost allocation and ba	for the purposes and cumulatively for the gra aterial fact, may subje	objectives set forth in ant term, in excess of t ct me to criminal, civil	the terms and conditio the total approved grai	ns of the grant award nt award. I am aware	and that the amount that any false, fictitiou	of this request is or fraudulent
Authorized Signature		Title			Date	
		FOR DIVISION	USE ONLY			
Is program contact required?	Yes	_No Conta	act Person:			
Reason for contact:						
Fiscal review/approval date: _			_ Sign			
Scope of Work review/approv	al date:		Sign			
ASO or Bureau Chief (as req	uired):			Da	te:	

# SECTION E

### Audit Information Request

 Non-Federal entities that <u>expend</u> \$750,000.00 or more in total federal awards are required to have a single or program-specific audit conducted for that year, in accordance with 2 CFR § 200.501(a). Within nine (9) months of the close of your organization's fiscal year, you <u>must</u> submit a copy of the final audit report to division. <u>Electronic copies are preferred</u> and can be sent to <u>contractunit@health.nv.gov</u>. Mail hard copies to the following address:

	Nevada State Division of Public and Behavioral Health Attn: Contract Unit 4150 Technology Way, Suite 300 Carson City, NV 89706-2009			
2.	Did your organization expend \$750,000 or more in all federal awards durin organization's most recent fiscal year?	ng your	YES	NO
3.	When does your organization's fiscal year end?			
4.	What is the official name of your organization?			
5.	How often is your organization audited?			
6.	When was your last audit performed?			
7.	What time-period did your last audit cover?			
8.	Which accounting firm conducted your last audit?			

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

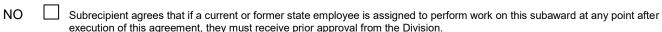
### SECTION F

### Notification of Utilization of Current or Former State Employee

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

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

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



Name	Services

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

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

### SECTION G

### **Business Associate Addendum**

### BETWEEN

### Nevada Division of Public and Behavioral Health

Hereinafter referred to as the "Covered Entity"

and

### Washoe County Health District

Hereinafter referred to as the "Business Associate"

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

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

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

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

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

- I. DEFINITIONS. The following terms shall have the meaning ascribed to them in this Section. Other capitalized terms shall have the meaning ascribed to them in the context in which they first appear.
  - 1. **Breach** means the unauthorized acquisition, access, use, or disclosure of protected health information which compromises the security or privacy of the protected health information. The full definition of breach can be found in 42 USC 17921 and 45 CFR 164.402.
  - 2. **Business Associate** shall mean the name of the organization or entity listed above and shall have the meaning given to the term under the Privacy and Security Rule and the HITECH Act. For full definition refer to 45 CFR 160.103.
  - 3. **CFR** stands for the Code of Federal Regulations.
  - 4. Agreement shall refer to this Addendum and that particular agreement to which this Addendum is made a part.
  - 5. **Covered Entity** shall mean the name of the Division listed above and shall have the meaning given to such term under the Privacy Rule and the Security Rule, including, but not limited to 45 CFR 160.103.
  - 6. **Designated Record Set** means a group of records that includes protected health information and is maintained by or for a covered entity or the Business Associate that includes, but is not limited to, medical, billing,

enrollment, payment, claims adjudication, and case or medical management records. Refer to 45 CFR 164.501 for the complete definition.

- 7. **Disclosure** means the release, transfer, provision of, access to, or divulging in any other manner of information outside the entity holding the information as defined in 45 CFR 160.103.
- 8. **Electronic Protected Health Information** means individually identifiable health information transmitted by electronic media or maintained in electronic media as set forth under 45 CFR 160.103.
- Electronic Health Record means an electronic record of health-related information on an individual that is created, gathered, managed, and consulted by authorized health care clinicians and staff. Refer to 42 USC 17921.
- 10. Health Care Operations shall have the meaning given to the term under the Privacy Rule at 45 CFR 164.501.
- 11. **Individual** means the person who is the subject of protected health information and is defined in 45 CFR 160.103.
- 12. **Individually Identifiable Health Information** means health information, in any form or medium, including demographic information collected from an individual, that is created or received by a covered entity or a business associate of the covered entity and relates to the past, present, or future care of the individual. Individually identifiable health information is information that identifies the individual directly or there is a reasonable basis to believe the information can be used to identify the individual. Refer to 45 CFR 160.103.
- 13. Parties shall mean the Business Associate and the Covered Entity.
- 14. **Privacy Rule** shall mean the HIPAA Regulation that is codified at 45 CFR Parts 160 and 164, Subparts A, D and E.
- 15. **Protected Health Information** means individually identifiable health information transmitted by electronic media, maintained in electronic media, or transmitted or maintained in any other form or medium. Refer to 45 CFR 160.103 for the complete definition.
- 16. **Required by Law** means a mandate contained in law that compels an entity to make a use or disclosure of protected health information and that is enforceable in a court of law. This includes but is not limited to: court orders and court-ordered warrants; subpoenas, or summons issued by a court; and statues or regulations that require the provision of information if payment is sought under a government program providing public benefits. For the complete definition refer to 45 CFR 164.103.
- 17. **Secretary** shall mean the Secretary of the federal Department of Health and Human Services (HHS) or the Secretary's designee.
- 18. **Security Rule** shall mean the HIPAA regulation that is codified at 45 CFR Parts 160 and 164 Subparts A and C.
- 19. **Unsecured Protected Health Information** means protected health information that is not rendered unusable, unreadable, or indecipherable to unauthorized individuals through the use of a technology or methodology specified by the Secretary in the guidance issued in Public Law 111-5. Refer to 42 USC 17932 and 45 CFR 164.402.
- 20. **USC** stands for the United States Code.
- II. OBLIGATIONS OF THE BUSINESS ASSOCIATE.
  - Access to Protected Health Information. The Business Associate will provide, as directed by the Covered Entity, an individual or the Covered Entity access to inspect or obtain a copy of protected health information about the Individual that is maintained in a designated record set by the Business Associate or, its agents or subcontractors, in order to meet the requirements of the Privacy Rule, including, but not limited to 45 CFR 164.524 and 164.504(e) (2) (ii) (E). If the Business Associate maintains an electronic health record, the Business Associate or, its agents or subcontractors shall provide such information in electronic format to enable the Covered Entity to fulfill its obligations under the HITECH Act, including, but not limited to 42 USC 17935.
  - Access to Records. The Business Associate shall make its internal practices, books and records relating to the use and disclosure of protected health information available to the Covered Entity and to the Secretary for purposes of determining Business Associate's compliance with the Privacy and Security Rule in accordance with 45 CFR 164.504(e)(2)(ii)(H).
  - 3. Accounting of Disclosures. Promptly, upon request by the Covered Entity or individual for an accounting of disclosures, the Business Associate and its agents or subcontractors shall make available to the Covered Entity or the individual information required to provide an accounting of disclosures in accordance with 45 CFR 164.528, and the HITECH Act, including, but not limited to 42 USC 17935. The accounting of disclosures, whether electronic or other media, must include the requirements as outlined under 45 CFR 164.528(b).
  - 4. Agents and Subcontractors. The Business Associate must ensure all agents and subcontractors to whom it provides protected health information agree in writing to the same restrictions and conditions that apply to the

Business Associate with respect to all protected health information accessed, maintained, created, retained, modified, recorded, stored, destroyed, or otherwise held, transmitted, used or disclosed by the agent or subcontractor. The Business Associate must implement and maintain sanctions against agents and subcontractors that violate such restrictions and conditions and shall mitigate the effects of any such violation as outlined under 45 CFR 164.530(f) and 164.530(e)(1).

- 5. **Amendment of Protected Health Information.** The Business Associate will make available protected health information for amendment and incorporate any amendments in the designated record set maintained by the Business Associate or, its agents or subcontractors, as directed by the Covered Entity or an individual, in order to meet the requirements of the Privacy Rule, including, but not limited to, 45 CFR 164.526.
- 6. Audits, Investigations, and Enforcement. The Business Associate must notify the Covered Entity immediately upon learning the Business Associate has become the subject of an audit, compliance review, or complaint investigation by the Office of Civil Rights or any other federal or state oversight agency. The Business Associate shall provide the Covered Entity with a copy of any protected health information that the Business Associate provides to the Secretary or other federal or state oversight agency concurrently with providing such information to the Secretary or other federal or state oversight agency. The Business Associate and individuals associated with the Business Associate are solely responsible for all civil and criminal penalties assessed as a result of an audit, breach, or violation of HIPAA or HITECH laws or regulations. Reference 42 USC 17937.
- 7. Breach or Other Improper Access, Use or Disclosure Reporting. The Business Associate must report to the Covered Entity, in writing, any access, use or disclosure of protected health information not permitted by the agreement, Addendum or the Privacy and Security Rules. The Covered Entity must be notified immediately upon discovery or the first day such breach or suspected breach is known to the Business Associate or by exercising reasonable diligence would have been known by the Business Associate in accordance with 45 CFR 164.410, 164.504(e)(2)(ii)(C) and 164.308(b) and 42 USC 17921. The Business Associate must report any improper access, use or disclosure of protected health information by: The Business Associate or its agents or subcontractors. In the event of a breach or suspected breach of protected health information, the report to the Covered Entity must be in writing and include the following: a brief description of the incident; the date of the incident; the date the incident was discovered by the Business Associate; a thorough description of the unsecured protected health information that was involved in the incident; the number of individuals whose protected health information was involved in the incident; and the steps the Business Associate is taking to investigate the incident and to protect against further incidents. The Covered Entity will determine if a breach of unsecured protected health information has occurred and will notify the Business Associate of the determination. If a breach of unsecured protected health information is determined, the Business Associate must take prompt corrective action to cure any such deficiencies and mitigate any significant harm that may have occurred to individual(s) whose information was disclosed inappropriately.
- 8. **Breach Notification Requirements.** If the Covered Entity determines a breach of unsecured protected health information by the Business Associate has occurred, the Business Associate will be responsible for notifying the individuals whose unsecured protected health information was breached in accordance with 42 USC 17932 and 45 CFR 164.404 through 164.406. The Business Associate must provide evidence to the Covered Entity that appropriate notifications to individuals and/or media, when necessary, as specified in 45 CFR 164.404 and 45 CFR 164.406 has occurred. The Business Associate is responsible for all costs associated with notification to individuals, the media or others as well as costs associated with mitigating future breaches. The Business Associate must notify the Secretary of all breaches in accordance with 45 CFR 164.408 and must provide the Covered Entity with a copy of all notifications made to the Secretary.
- 9. **Breach Pattern or Practice by Covered Entity.** Pursuant to 42 USC 17934, if the Business Associate knows of a pattern of activity or practice of the Covered Entity that constitutes a material breach or violation of the Covered Entity's obligations under the Contract or Addendum, the Business Associate must immediately report the problem to the Secretary.
- 10. **Data Ownership.** The Business Associate acknowledges that the Business Associate or its agents or subcontractors have no ownership rights with respect to the protected health information it accesses, maintains, creates, retains, modifies, records, stores, destroys, or otherwise holds, transmits, uses or discloses.
- 11. Litigation or Administrative Proceedings. The Business Associate shall make itself, any subcontractors, employees, or agents assisting the Business Associate in the performance of its obligations under the agreement or Addendum, available to the Covered Entity, at no cost to the Covered Entity, to testify as witnesses, or otherwise, in the event litigation or administrative proceedings are commenced against the Covered Entity, its administrators or workforce members upon a claimed violation of HIPAA, the Privacy and Security Rule, the HITECH Act, or other laws relating to security and privacy.

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

### 1. Permitted Uses and Disclosures:

- a. Except as otherwise limited in this Addendum, the Business Associate may use or disclose protected health information to perform functions, activities, or services for, or on behalf of, the Covered Entity as specified in the agreement, provided that such use or disclosure would not violate the HIPAA Privacy and Security Rule or the HITECH Act, if done by the Covered Entity in accordance with 45 CFR 164.504(e) (2) (i) and 42 USC 17935 and 17936.
- b. Except as otherwise limited by this Addendum, the Business Associate may use or disclose protected health information received by the Business Associate in its capacity as a Business Associate of the Covered Entity, as necessary, for the proper management and administration of the Business Associate, to carry out the legal responsibilities of the Business Associate, as required by law or for data aggregation purposes in accordance with 45 CFR 164.504(e)(2)(A), 164.504(e)(4)(i)(A), and 164.504(e)(2)(i)(B).
- c. Except as otherwise limited in this Addendum, if the Business Associate discloses protected health information to a third party, the Business Associate must obtain, prior to making any such disclosure, reasonable written assurances from the third party that such protected health information will be held

confidential pursuant to this Addendum and only disclosed as required by law or for the purposes for which it was disclosed to the third party. The written agreement from the third party must include requirements to immediately notify the Business Associate of any breaches of confidentiality of protected health information to the extent it has obtained knowledge of such breach. Refer to 45 CFR 164.502 and 164.504 and 42 USC 17934.

d. The Business Associate may use or disclose protected health information to report violations of law to appropriate federal and state authorities, consistent with 45 CFR 164.502(j)(1).

### 2. Prohibited Uses and Disclosures:

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

### IV. OBLIGATIONS OF COVERED ENTITY

- 1. The Covered Entity will inform the Business Associate of any limitations in the Covered Entity's Notice of Privacy Practices in accordance with 45 CFR 164.520, to the extent that such limitation may affect the Business Associate's use or disclosure of protected health information.
- 2. The Covered Entity will inform the Business Associate of any changes in, or revocation of, permission by an individual to use or disclose protected health information, to the extent that such changes may affect the Business Associate's use or disclosure of protected health information.
- 3. The Covered Entity will inform the Business Associate of any restriction to the use or disclosure of protected health information that the Covered Entity has agreed to in accordance with 45 CFR 164.522 and 42 USC 17935, to the extent that such restriction may affect the Business Associate's use or disclosure of protected health information.
- 4. Except in the event of lawful data aggregation or management and administrative activities, the Covered Entity shall not request the Business Associate to use or disclose protected health information in any manner that would not be permissible under the HIPAA Privacy and Security Rule and the HITECH Act, if done by the Covered Entity.

### V. TERM AND TERMINATION

### 1. Effect of Termination:

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

3. **Termination for Breach of Agreement**. The Business Associate agrees that the Covered Entity may immediately terminate the agreement if the Covered Entity determines that the Business Associate has violated a material part of this Addendum.

### VI. MISCELLANEOUS

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

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

DBOH AGENDA ITEM NO. 6Biv



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# Staff Report Board Meeting Date: June 27, 2019

**TO:** District Board of Health

- **FROM:** Nancy Kerns Cummins, Fiscal Compliance Officer 775-328-2419, nkcummins@washoecounty.us
- **SUBJECT:** Approve a Notice of Subgrant Award from the State of Nevada Department of Health and Human Services, Division of Public & Behavioral Health for the period July 1, 2019 through June 30, 2020 in the total amount of \$60,943.00 (no required match) in support of the Community and Clinical Health Services Division (CCHS) Fetal Infant Mortality Review (FIMR) Program and authorize the District Health Officer to execute the Subgrant Award.

# **SUMMARY**

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

# District Health Strategic Priority supported by this item:

**3.** Local Culture of Health: Lead a transformation in our community's awareness, understanding, and appreciation of health resulting in direct action.

# PREVIOUS ACTION

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

# **BACKGROUND**

This Award supports the Fetal Infant Mortality Review (FIMR) Program which looks at a variety of factors that affect the health of the mother, fetus and infant to learn more about how to reduce fetal and infant mortality. The program will develop a periodic local summary report of findings and recommendations that address the identified contributing factors leading to fetal and infant deaths.

The Subgrant provides funding for personnel, local travel, operating supplies, educational supplies, incentives for home interviews (gift cards) and indirect expenditures.

# FISCAL IMPACT

The program anticipated funding and included it in the FY20 adopted budget; therefore, no budget amendment is necessary.



Subject: Fetal Infant Mortality Review Subgrant Award Date: June 27, 2019 Page **2** of **2** 

# **RECOMMENDATION**

It is recommended that the Washoe County District Board of Health approve a Notice of Subgrant Award from the State of Nevada Department of Health and Human Services, Division of Public & Behavioral Health for the period July 1, 2019 through June 30, 2020 in the total amount of \$60,943.00 (no required match) in support of the Community and Clinical Health Services Division (CCHS) Fetal Infant Mortality Review (FIMR) Program and authorize the District Health Officer to execute the Subgrant Award.

# **POSSIBLE MOTION**

Should the Board agree with staff's recommendation, a possible motion would be: "Move to approve a Notice of Subgrant Award from the State of Nevada Department of Health and Human Services, Division of Public & Behavioral Health for the period July 1, 2019 through June 30, 2020 in the total amount of \$60,943.00 (no required match) in support of the Community and Clinical Health Services Division (CCHS) Fetal Infant Mortality Review (FIMR) Program and authorize the District Health Officer to execute the Subgrant Award."



# State of Nevada Department of Health and Human Services

Division of Public & Behavioral Health (hereinafter referred to as the Department) 
 Agency Ref. #:
 HD 17063

 Budget Account:
 3222

 Category:
 15

 GL:
 8516

 Job Number:
 9399418/GFUND18

N	DTICE OF S	SUBAW	ARD			
Program Name:			precipient's Name:	induited.		
Maternal and Child Health Program Bureau of Child, Family and Community Wellness			shoe County Health D da Gabor, Igabor@wa			
Address:		_	dress:			
4150 Technology Way, Suite #210			1 E. 9 <sup>th</sup> St.			
Carson City, NV 89706-2009			no. NV 89512-2845		_	
Subaward Period: July 1, 2019 through June 30, 2020		Su	precipient's:	00 0000400		
5 July 1, 2019 through June 30, 2020			EIN: Vendor #:	88-60000138 T40283400Q		
			Dun & Bradstreet:	073786998	-	
			Sec			
Purpose of Award: To conduct a community-based Fetal I address contributing factors to fetal and infant deaths.		_		evelop reports of findings and i	recommend	ations to
Region(s) to be served:  Statewide Specific county	or counties: V	Washoe C	ounty			
Approved Budget Categories:	1		AL AWARD COMPUT			
	4,133.00		bligated by this Action: tive Prior Awards this		\$ \$	34,737,51 27,608,81
2. Travel	\$70.00		ederal Funds Awarded		\$	62,346.32
	1,200.00		Required D Y D N Required this Action:		\$	0.00
4. Equipment	\$0.00		Required Prior Award	s:	\$	0.00
5. Contractual/Consultant	\$0.00	Total M	atch Amount Required	:	\$	0 00
6. Training	\$0.00	1	and some with	,		
7. Other	\$0.00		Budget Period: 017 through 09/30/201	0		
TOTAL DIRECT COSTS \$5	5,403.00	Federa	Project Period:			
	5,540.00	10/01/2	017 through 09/30/201	9		
	5,540.00	FOR A	GENCY USE, ONLY			
TOTAL APPROVED BUDGET \$6	0,943.00					
Source of Funds:	<u>% Funds</u> :	CFDA:	FAIN:	Federal Grant #:		Grant Award
MCH Block Grant	57%	93.994	B04MC31501	B04MC31501	Ac	ency:
State General Fund	43%	N/A	N/A	N/A	July	19, 2018
Agency Approved Indirect Rate: 7.6%			Subrec	pient Approved Indirect Rate	e: 10%	
Terms and Conditions:						
In accepting these grant funds, it is understood that:						
<ol> <li>This award is subject to the availability of appropriate appropriate to the availability of appropriate approprise appropriate appropriate appropriate appropriste appropriat</li></ol>		HS Gran	t Instructions and Reg	uirements, and the State Admi	nistrative M	anual
3 Expenditures must be consistent with the narrativ						unuun
4 Subrecipient must comply with all applicable Fed						
<ol><li>Quarterly progress reports are due by the 15th of the grant administrator.</li></ol>	each month f	ollowing t	ne end of the quarter,	uniess specific exceptions are	provided in	writing by
<ol> <li>Financial Status Reports and Requests for Funds</li> </ol>	s must be subr	nitted mo	nthly, unless specific e	exceptions are provided in writing	ng by the gr	ant
administrator	_	- 1				
Incorporated Documents: Section A: Grant Conditions and Assurances;				formation Request;		
Section B: Description of Services, Scope of Work and	Deliverables <sup>.</sup>			/Former State Employee Discl Business Associate Addendum		
Section C: Budget and Financial Reporting Requirement	,		occion o. Dring	Dusiness Associate Addenduit		
Section D: Request for Reimbursement;						_
	10		Signa	ture	1	Date
Kevin Dick, Health Officer			JUI			Dale
Washoe County Health District						
Candice McDaniel, MS						
Bureau Chief, BCFCW	_					
For Lisa Sherych						
Interim Administrator, DPBH						

### SECTION A GRANT CONDITIONS AND ASSURANCES

### **General Conditions**

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

### Grant Assurances

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

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

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

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

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

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

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

Subaward Packet (BAA) Revised 6/19

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

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

# Scope of Work for Washoe County Health District

Objective	Activities	Due Date	<b>Documentation Needed</b>
1. Conduct a community-based Fetal Infant Mortality Review (FIMR) Program based on Division of Public and Behavioral Health Maternal and Child Health Program guidelines.	1.1. Identify disparately impacted (e.g.; by race and ethnicity, etc.) populations for Washoe County's (WC) fetal (greater than 20 weeks), neonatal (birth to 28 days) and post neonatal (29 days to 1 year) deaths.	Quarterly: 10/15/19 01/15/20 04/15/20 07/15/20	1.1. Report the information detailed in the Annual Report and quarterly reports for the Maternal and Child Health Advisory Board (MCHAB).
	1.2. Examine contributing factors to fetal, neonatal, and post neonatal deaths.	Block Grant (BG) report summary by	<ol> <li>Include in FIMR Annual Report, Community Action Team (CAT) and Community Review Team (CRT) agendas and meeting minutes.</li> </ol>
		December 31, 2019	1.3. Data template will be kept on file and provided in the annual report.
	1.3. Collect and enter all required data in a data system, as specified by the DPBH.		
	1.4. Complete the FIMR review on at least 40 cases. This is approximately 50% of all fetal, neonatal, and post neonatal deaths in Washoe County per year.	Quarterly: 10/15/19 01/15/20 04/15/20	1.4. Include in FIMR Annual Report, CAT and CRT agendas and meeting minutes.
	1.5. Identify three recommendations and implement at least one intervention involving policy, systems, or community norm changes leading to the prevention of fetal, neonatal, and post neonatal deaths.	07/15/20 BG report summary	1.5. Include in FIMR Annual Report, CAT and Child Death Review (CDR) Agendas and meeting minutes.
		by December 31, 2019	
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	1.6	Maintain an Interlocal Agreement with the Division of	Quarterly:	1.6. Submit a copy of the Interlocal
	1.7.	Public and the WCHD neonatal, a they apply contact of defects or infant deat Participate	10/15/19 01/15/20 04/15/20 07/15/20 BG report summary by December 31 2019	
		(MCAH) trainings/meetings.		1.7. Document attendance at trainings/meetings and keep on file for audit purposes.
	1.8.	Update and review the Washoe County FIMR Policies and Procedures, which are derived from the National FIMR policies. (See FIMR Policies and Procedures).		<ol> <li>Submit any changes to the master copy of the Washoe County FIMR Policies and Procedures with the Annual Report.</li> </ol>
	1.9.	The WCHD will facilitate and maintain a CRT and CAT to:	Quarterly: 10/15/19	1.9. Complete and submit the following forms:
		1.9.1.Review selected cases	01/15/20 04/15/20	Committee Membership     FIMR Issues Checklist
		1.9.2. Identify medical and nonmedical factors contributing to fetal and infant deaths	07/15/20 BG report	<ul> <li>FIMR Tracking Log</li> <li>Report the information requested in the Annual</li> </ul>
		1.9.3.Recommend and implement changes addressing the review findings designed to prevent further infant deaths.	summary by December 31, 2019	Report.
	1.10	1.10. Develop a sustainability plan to secure new funding after the end of the subaward period.		10.10.Share sustainability progress plan quarterly (Oct, Jan, April).
<ol> <li>Develop periodic local summary report of findings and recommendations addressing the identified contributing factors leading to fetal and infant deaths.</li> </ol>	2.1	Based on case findings with community input, develop and implement objectives, interventions, timelines and evaluation components for identified recommendations addressing systems, community norm or public policy changes.	Quarterly: 10/15/19 01/15/20 04/15/20 07/15/20	<ol> <li>2.1 Report the information requested in the Annual Report and quarterly reports to MCHAB.</li> </ol>

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Disseminate local periodic summary report findings and recommendations to the CAT, WC CDR, local and state policymakers, the community at large, and other local Maternal and Child Health Programs through published reports, press releases, and presentations to public awareness of recurring factors causing orBG report summary by December2.2 Report the information requested in the Annual Report and quarterly reports to MCHAB.Disseminate local policymakers, the community at large, and other local maternal and Child Health Programs through published public awareness of recurring factors causing or contributing to fetal and infant deaths.BG report summary and state by public awareness of recurring factors causing or 31, 2019	Analyze and make recommendations relating to any identified disparities in infant mortality by race and ethnicity.
2.2 Disseminati recommence policymake Maternal ar reports, pre public awar contributino	2.3 Analyze an identified di ethnicity.

Goal 2: Provide information and promote 2-1-1.

<u>Objective</u> Activ	Activities	Due Date	Due Date Documentation Needed
1. Ensure information is up to date on 1.1 ( the Nevada 2-1-1 website	<ol> <li>Complete 2-1-1 forms with both program and agency information by August 1, 2017</li> </ol>	Ongoing through	Documentation regarding Nevada 2-1-1 status will be provided when
		subaward	requested.
1.2 F	1.2 Promote referral agencies posting on 2-1-1	period	

Goal 3: Promote the Tobacco Quitline.

1.       Include the Nevada Tobacco       1.1       Include the Nevada Tobacco Quitline information at the Health       Ongoing       Documentation on the Nevada         Quitline.       District       District       through       Tobacco Quitline information included         Quitline.       Bistrict       District       the Health District will be provided         Provide       Provide       the Health District will be provided	Objective	Activities	Due Date	<b>Documentation Needed</b>
subaward	1. Promote the Nevada Tobacco		Ongoing through	Documentation on the Nevada Tobacco Quitline information includec
			subaward	at the Health District will be provided
			period	in the Annual Report.

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Goal 4: Promote the Medical Home Portal.

Objective	Activities	Due Date	Documentation Needed
<ol> <li>Promote the Nevada Children's Medical Home Portal.</li> </ol>	1.1 Include Nevada Children's Medical Home Portal information at Ongoing through the Health District.       Ongoing through subaward period	Ongoing through subaward period	Documentation on the Nevada Children's Medical Home Portal information included at the Health District will be provided in the Annual Report.

Goal 5: Provide information and promote Nevada Pregnancy Risk Assessment Monitoring System (PRAMS),

<u>Objective</u>	Activities	Due Date	<b>Documentation Needed</b>
1. Promote Nevada PRAMS.	1.1 Include Nevada PRAMS information at the Health District.	Ongoing	Documentation on the Nevada
		through	PRAMS information included at the
		subaward	Health District will be provided in the
		period	Annual Report.

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### SECTION C

### **Budget and Financial Reporting Requirements**

Identify the source of funding on all printed documents purchased or produced within the scope of this subaward, using a statement similar to: "This publication (journal, article, etc.) was supported by the Nevada State Department of Health and Human Services through Grant Number B04MC31501 from Health Resources and Services Administration (HRSA) and State General Fund. Its contents are solely the responsibility of the authors and do not necessarily represent the official views of the Department nor HRSA."

Any activities performed under this subaward shall acknowledge the funding was provided through the Department by Grant Number B04MC31501 from Health Resources and Services Administration (HRSA) and State General Fund.

Subrecipient agrees to adhere to the following budget:

		BUDGET NARRA	TIVE-SFY20			
Total Personnel Costs		including fringe	19-112.0	Total:		\$ 54,133
<u>Kelly Verling,</u> Public Health Nurse II	<u>Annual Salary</u> \$73,124.00	<u>Fringe Rate</u> 12.978%	% of Time 25.00%	Months 12	Annual % of Months worked 100.00%	Amount Requested \$27,771.00
<u>Rebecca Gonzales,</u> Public Health Nurse II	<u>Annual Salary</u> \$53,018.00	<u>Fringe Rate</u> 33.000%	<u>% of Time</u> 33.000%	Months 12	<u>Annual % of</u> <u>Months worked</u> 100.00%	Amount Requested \$26,362.00
	Total Fringe Cost	\$ 35,777.00			Total Salary Cost:	\$54,133
		-	auge with			
Travel		then it are strong	19-2-11-12	Total:		\$70
In-State Travel		<u>Cost</u> #	t of Trips	<u># of days</u>	# of Staff	
<u>Origin &amp; Destination</u> Mileage: (\$0.58/mile x 10 mile	es) x 12 trips x 1	\$70	12		1	
Justification: Mileage for home interviews a	and local trips to community	agencies, doctor o	ffices, and hos	pitals for med	ical record reviews.	
Operating	and the second		5-54 64	Total:		\$1,200
Educational Supplies-booklets Review Team and Community		d by the Case	\$200.00			
Copy Machine (\$25/mo x 12)			\$300.00			
Telephone – Conference calls Coalition meetings at 2 hours 2 hours per call. \$20/call x 16	per call, 10 Case Review To		\$320.00			
Postage for mailing reports, ir evaluations (\$2.50/mo x 12 =		u cards and	\$30.00			
Incentives 10 Walmart gift car	rds @ \$10.00 each. Utilized	as incentives for	<b>\$</b> 400.00			

Printing of information packets \$150 (30 @ \$5.00 each) + thank you cards for families (\$100) = \$250.00

Justification: Operating costs to hold meetings, interviews, provide resources and meeting materials, and distribution of reports.

clients to participate in the home interview.

\$100.00

\$250.00

NOTICE OF		The second	
Equipment	Total:	14 m 14 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1	\$0
Contractual/Contractual and all Pass-thru Subawards	Total:		\$0
Training	Total:		\$0
Other	Total:		\$0
TOTAL DIRECT CHARGES		\$	
Indirect Charges	Indirect Rate:	10%	\$5,540
Indirect Methodology: 10% of direct costs \$55,403 = \$5,540			

TOTAL BUDGET	Total:	\$60,943

FUNDING SOURCES	GMU	Other Funding	-	Other Funding	Other	Other	Other	Other	Program	TOTAL	
			+		Funding	F-Inding	Funding	6 III III			
SECURED	0 <del>\$</del>	÷,	69		6	, S	•	69	, Ю		\$0
ENTER TOTAL REQUEST	0.0	Ð	A						•		
EXPENSE CALEGORY											6
Personnel	\$0										
Travel	\$0										
Operating	\$0										
Equipment	\$0						-				Ş,
Contractual/Consultant	\$0										8
Other Expenses	\$0										S S
Training	\$0										S
Indirect	\$0		_								8
TOTAL EXPENSE	\$0	- \$	s		, S	\$	ج	۰ ب	9		\$0
These boxes should equal 0	۰ ج	\$	67			•	Ф	4 S	\$		
			-								
Total Indirect Cost	\$0							Tot	Total Agency Budget	69	1
		1						Percent of Su	Percent of Subrecipient Budget		

C. Program Income Calculation:

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Form 2

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

Applicant Name: Washoe County Health District PROPOSED BUDGET SUMMARY - SFY20

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

## The Subrecipient agrees:

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

- Total reimbursement through this subaward will not exceed \$60,943;
- Reimbursement request will be accompanied by a brief outcome measure report/completion report;
- Requests for Reimbursement will be accompanied by supporting documentation, including a line item description of expenses incurred;
- All required reports requested will be completed on time; and
- Additional expenditure detail will be provided upon request from the Department,

Additionally, the Subrecipient agrees to provide:

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

### The Department agrees:

- To provide technical assistance, upon request from the Subrecipient;
- To provide prior approval of reports or documents to be developed;
- The Department reserves the right to hold reimbursement under this subaward until any delinquent forms, reports, and expenditure
  documentation are submitted to and accepted by the Department.

#### Both parties agree:

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

## Financial Reporting Requirements

- A Request for Reimbursement is due on a monthly basis, based on the terms of the subaward agreement, no later than the 15<sup>th</sup> of the month. Final reimbursement for June will be submitted no later than July 10, 2020.
- · Reimbursement is based on actual expenditures incurred during the period being reported.
- Payment will not be processed without all reporting being current.
- Reimbursement may only be claimed for expenditures approved within the Notice of Subaward.

## STATE OF NEVADA DEPARTMENT OF HEALTH AND HUMAN SERVICES Budget Account: DIVISION OF PUBLIC & BEHAVIORAL HEALTH NOTICE OF SUBAWARD SECTION D

Agency Ref. #: HD 17063

3222 8516

GL:

Draw #:

## **Request for Reimbursement**

Program Name: Maternal and Child Health Program Bureau of Child, Family and Comm	unity Wellness		Subrecipient Name: Washoe County Heal			
Address: 4150 Technology Way, Suite # 210 Carson City, NV 89706-2009			Address: 1001 E. 9 <sup>th</sup> St. Reno, NV 89512-2845			
Subaward Period: July 1, 2019 through June 30, 2020			Subrecipient's: EIN: 8 Vendor #: T4	8-60000138 40283400		
		L REPORT AND REQ				
	Month(s)	t be accompanied by e	expenditure report/bac	Calendar year		
Approved Budget Category	A Approved Budget	B Total Prior Requests	C Current Request	D Year to Date Total	E Budget Balance	F Percent Expended
1. Personnel	\$54,133.00	\$0.00	\$0.00	\$0.00	\$54,133.00	0.0%
2. Travel	\$70.00	\$0.00	\$0.00	\$0.00	\$70.00	0.0%
3. Operating	\$1,200.00	\$0.00	\$0.00	\$0.00	\$1,200.00	0.0%
4. Equipment	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	
5. Contractual/Consultant	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	-
6. Training	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	-
7. Other	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	-
8. Indirect	\$5,540.00	\$0.00	\$0.00	\$0.00	\$5,540.00	0.0%
Total	\$60,943.00	\$0.00	\$0.00	\$0.00	\$60,943.00	0,0%
MATCH REPORTING	Approved Match Budget	Total Prior Reported Match	Current Match Reported	Year to Date Total	Match Balance	Percent Completed
INSERT MONTH/QUARTER	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	
I, a duty authorized signatory for the disbursements and cash receipts ar is not in excess of current needs or information, or the omission of any I verify that the cost allocation and b	re for the purposes and , cumulatively for the gra material fact, may subje	objectives set forth in ant term, in excess of f ect me to criminal, civil	the terms and condition the total approved gra	ons of the grant award int award. I am aware	; and that the amount that any false, fictitio	of this request us or fraudulent
Authorized Signature Title FOR Department USE ONLY			Date			
Is program contact required?	Yes No		ent USE ONLY			
Reason for contact:						
Fiscal review/approval date:					-	
Scope of Work review/approval dat	e:					
Chief (as required):	Chief (as required): Date					

## SECTION E

## Audit Information Request

1. Non-Federal entities that <u>expend</u> \$750,000.00 or more in total federal awards are required to have a single or program-specific audit conducted for that year, in accordance with 2 CFR § 200.501(a).

2.	Did your organization expend \$750,000 or more in all federal awards durin organization's most recent fiscal year?	ng your	YES	
3.	When does your organization's fiscal year end?			
4.	What is the official name of your organization?			
5.	How often is your organization audited?			
6.	When was your last audit performed?			
7.	What time-period did your last audit cover?	ī		
8.	Which accounting firm conducted your last audit?			

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

## SECTION F

## Notification of Utilization of Current or Former State Employee

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

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

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

Name	Services
·	
	4

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

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

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

## SECTION G

## **Business Associate Addendum**

## BETWEEN

## Nevada Department of Health and Human Services

Hereinafter referred to as the "Covered Entity"

and

## **Washoe County Health District**

## Hereinafter referred to as the "Business Associate"

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

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

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

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

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

- DEFINITIONS. The following terms shall have the meaning ascribed to them in this Section. Other capitalized terms shall have the meaning ascribed to them in the context in which they first appear.
  - 1. Breach means the unauthorized acquisition, access, use, or disclosure of protected health information which compromises the security or privacy of the protected health information. The full definition of breach can be found in 42 USC 17921 and 45 CFR 164.402,
  - 2. Business Associate shall mean the name of the organization or entity listed above and shall have the meaning given to the term under the Privacy and Security Rule and the HITECH Act. For full definition refer to 45 CFR 160.103.
  - 3. CFR stands for the Code of Federal Regulations.
  - 4. Agreement shall refer to this Addendum and that particular agreement to which this Addendum is made a part.
  - 5. **Covered Entity** shall mean the name of the Department listed above and shall have the meaning given to such term under the Privacy Rule and the Security Rule, including, but not limited to 45 CFR 160.103.
  - Designated Record Set means a group of records that includes protected health information and is maintained by or for a covered entity
    or the Business Associate that includes, but is not limited to, medical, billing, enrollment, payment, claims adjudication, and case or medical
    management records. Refer to 45 CFR 164.501 for the complete definition.
  - 7. Disclosure means the release, transfer, provision of, access to, or divulging in any other manner of information outside the entity holding the information as defined in 45 CFR 160.103.
  - 8. Electronic Protected Health Information means individually identifiable health information transmitted by electronic media or maintained in electronic media as set forth under 45 CFR 160.103.
  - 9. Electronic Health Record means an electronic record of health-related information on an individual that is created, gathered, managed, and consulted by authorized health care clinicians and staff. Refer to 42 USC 17921.
  - 10. Health Care Operations shall have the meaning given to the term under the Privacy Rule at 45 CFR 164,501.
  - 11. Individual means the person who is the subject of protected health information and is defined in 45 CFR 160.103.
  - 12. Individually Identifiable Health Information means health information, in any form or medium, including demographic information collected from an individual, that is created or received by a covered entity or a business associate of the covered entity and relates to the past, present, or future care of the individual. Individually identifiable health information is information that identifies the individual directly or there is a reasonable basis to believe the information can be used to identify the individual. Refer to 45 CFR 160.103.
  - 13. Parties shall mean the Business Associate and the Covered Entity,
  - 14. Privacy Rule shall mean the HIPAA Regulation that is codified at 45 CFR Parts 160 and 164, Subparts A, D and E.
  - 15. Protected Health Information means individually identifiable health information transmitted by electronic media, maintained in electronic media, or transmitted or maintained in any other form or medium. Refer to 45 CFR 160.103 for the complete definition.

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- 16. Required by Law means a mandate contained in law that compets an entity to make a use or disclosure of protected health information and that is enforceable in a court of law. This includes but is not limited to: court orders and court-ordered warrants; subpoenas, or summons issued by a court; and statues or regulations that require the provision of information if payment is sought under a government program providing public benefits. For the complete definition refer to 45 CFR 164.103.
- 17. Secretary shall mean the Secretary of the federal Department of Health and Human Services (HHS) or the Secretary's designee.
- 18. Security Rule shall mean the HIPAA regulation that is codified at 45 CFR Parts 160 and 164 Subparts A and C.
- 19. Unsecured Protected Health Information means protected health information that is not rendered unusable, unreadable, or indecipherable to unauthorized individuals through the use of a technology or methodology specified by the Secretary in the guidance issued in Public Law 111-5. Refer to 42 USC 17932 and 45 CFR 164,402.
- 20. USC stands for the United States Code,

## II. OBLIGATIONS OF THE BUSINESS ASSOCIATE.

- 1. Access to Protected Health Information. The Business Associate will provide, as directed by the Covered Entity, an individual or the Covered Entity access to inspect or obtain a copy of protected health information about the Individual that is maintained in a designated record set by the Business Associate or, its agents or subcontractors, in order to meet the requirements of the Privacy Rule, including, but not limited to 45 CFR 164.524 and 164.504(e) (2) (ii) (E). If the Business Associate maintains an electronic health record, the Business Associate or, its agents or subcontractors shall provide such information in electronic format to enable the Covered Entity to fulfill its obligations under the HITECH Act, including, but not limited to 42 USC 17935.
- Access to Records. The Business Associate shall make its internal practices, books and records relating to the use and disclosure of
  protected health information available to the Covered Entity and to the Secretary for purposes of determining Business Associate's
  compliance with the Privacy and Security Rule in accordance with 45 CFR 164.504(e)(2)(ii)(H).
- 3. Accounting of Disclosures. Promptly, upon request by the Covered Entity or individual for an accounting of disclosures, the Business Associate and its agents or subcontractors shall make available to the Covered Entity or the individual information required to provide an accounting of disclosures in accordance with 45 CFR 164.528, and the HITECH Act, including, but not limited to 42 USC 17935. The accounting of disclosures, whether electronic or other media, must include the requirements as outlined under 45 CFR 164.528(b).
- 4. Agents and Subcontractors. The Business Associate must ensure all agents and subcontractors to whom it provides protected health information agree in writing to the same restrictions and conditions that apply to the Business Associate with respect to all protected health information accessed, maintained, created, retained, modified, recorded, stored, destroyed, or otherwise held, transmitted, used or disclosed by the agent or subcontractor. The Business Associate must implement and maintain sanctions against agents and subcontractors that violate such restrictions and conditions and shall mitigate the effects of any such violation as outlined under 45 CFR 164,530(f) and 164,530(e)(1).
- 5. Amendment of Protected Health Information. The Business Associate will make available protected health information for amendment and incorporate any amendments in the designated record set maintained by the Business Associate or, its agents or subcontractors, as directed by the Covered Entity or an individual, in order to meet the requirements of the Privacy Rule, including, but not limited to, 45 CFR 164.526.
- 6. Audits, Investigations, and Enforcement. The Business Associate must notify the Covered Entity immediately upon learning the Business Associate has become the subject of an audit, compliance review, or complaint investigation by the Office of Civil Rights or any other federal or state oversight agency. The Business Associate shall provide the Covered Entity with a copy of any protected health information that the Business Associate provides to the Secretary or other federal or state oversight agency concurrently with providing such information to the Secretary or other federal or state oversight agency. The Business Associate and individuals associated with the Business Associate are solely responsible for all civil and criminal penalties assessed as a result of an audit, breach, or violation of HIPAA or HITECH laws or regulations, Reference 42 USC 17937.
- 7. Breach or Other Improper Access, Use or Disclosure Reporting. The Business Associate must report to the Covered Entity, in writing, any access, use or disclosure of protected health information not permitted by the agreement, Addendum or the Privacy and Security Rules. The Covered Entity must be notified immediately upon discovery or the first day such breach or suspected breach is known to the Business Associate or by exercising reasonable diligence would have been known by the Business Associate in accordance with 45 CFR 164.410, 164.504(e)(2)(ii)(C) and 164.308(b) and 42 USC 17921. The Business Associate must report any improper access, use or disclosure of protected health information by: The Business Associate or subcontractors. In the event of a breach or suspected breach of protected health information, the report to the Covered Entity must be in writing and include the following: a brief description of the incident; the date the incident was discovered by the Business Associate; a thorough description of the unsecured protected health information that was involved in the incident; the number of individuals whose protect against further incidents. The Covered Entity will determine if a breach of unsecured protected health information has occurred and will notify the Business Associate of the determination. If a breach of unsecured protected health information is determined, the Business Associate must take prompt corrective action to cure any such deficiencies and mitigate any significant harm that may have occurred to individual(s) whose information was disclosed inappropriately.
- 8. Breach Notification Requirements. If the Covered Entity determines a breach of unsecured protected health information by the Business Associate has occurred, the Business Associate will be responsible for notifying the individuals whose unsecured protected health information was breached in accordance with 42 USC 17932 and 45 CFR 164.404 through 164.406. The Business Associate must provide evidence to the Covered Entity that appropriate notifications to individuals and/or media, when necessary, as specified in 45 CFR 164.406 has occurred. The Business Associate is responsible for all costs associated with notification to individuals, the media or others as well as costs associated with mitigating future breaches. The Business Associate must notify the Secretary of all breaches in accordance with 45 CFR 164.408 and must provide the Covered Entity with a copy of all notifications made to the Secretary.
- 9. Breach Pattern or Practice by Covered Entity. Pursuant to 42 USC 17934, if the Business Associate knows of a pattern of activity or practice of the Covered Entity that constitutes a material breach or violation of the Covered Entity's obligations under the Contract or Addendum, the Business Associate must immediately report the problem to the Secretary.
- Data Ownership. The Business Associate acknowledges that the Business Associate or its agents or subcontractors have no ownership rights with respect to the protected health information it accesses, maintains, creates, retains, modifies, records, stores, destroys, or otherwise holds, transmits, uses or discloses.
- 11. Litigation or Administrative Proceedings. The Business Associate shall make itself, any subcontractors, employees, or agents assisting the Business Associate in the performance of its obligations under the agreement or Addendum, available to the Covered Entity, at no cost

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

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

## 1. Permitted Uses and Disclosures:

- a. Except as otherwise limited in this Addendum, the Business Associate may use or disclose protected health information to perform functions, activities, or services for, or on behalf of, the Covered Entity as specified in the agreement, provided that such use or disclosure would not violate the HIPAA Privacy and Security Rule or the HITECH Act, if done by the Covered Entity in accordance with 45 CFR 164.504(e) (2) (i) and 42 USC 17935 and 17936.
- b. Except as otherwise limited by this Addendum, the Business Associate may use or disclose protected health information received by the Business Associate in its capacity as a Business Associate of the Covered Entity, as necessary, for the proper management and administration of the Business Associate, to carry out the legal responsibilities of the Business Associate, as required by law or for data aggregation purposes in accordance with 45 CFR 164.504(e)(2)(A), 164.504(e)(4)(i)(A), and 164.504(e)(2)(i)(B).
- c. Except as otherwise limited in this Addendum, if the Business Associate discloses protected health information to a third party, the Business Associate must obtain, prior to making any such disclosure, reasonable written assurances from the third party that such protected health information will be held confidential pursuant to this Addendum and only disclosed as required by law or for the purposes for which it was disclosed to the third party. The written agreement from the third party must include requirements to immediately notify the Business Associate of any breaches of confidentiality of protected health information to the extent it has obtained knowledge of such breach. Refer to 45 CFR 164,502 and 164,504 and 42 USC 17934.
- d. The Business Associate may use or disclose protected health information to report violations of law to appropriate federal and state authorities, consistent with 45 CFR 164.502(j)(1).

## 2. Prohibited Uses and Disclosures:

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

## IV. OBLIGATIONS OF COVERED ENTITY

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

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

## V. TERM AND TERMINATION

## 1. Effect of Termination:

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

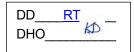
## VI. MISCELLANEOUS

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

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

DBOH AGENDA ITEM NO. 6C





# Staff Report Board Meeting Date: June 27, 2019

TO:	District Board of Health
FROM:	Brittany Dayton, EMS Coordinator 775-326-6043, <u>bdayton@washoecounty.us</u>
	Andrea Esp, Public Health Emergency Response Coordinator 775-328-2440, <u>aesp@washoecounty.us</u>
SUBJECT:	Presentation, discussion and possible approval of proposed revisions to the Mutual Aid Evacuation Agreement (MAEA).

# **SUMMARY**

On an annual basis staff reviews either the Multi-Casualty Incident Plan (MCIP) or the Mutual Aid Evacuation Agreement (MAEA) for possible revisions. During fiscal year 2018-2019 Health District staff and community partners made several improvements to enhance the effectiveness of the MAEA.

A significant improvement is the addition of an Annex outlining the regional healthcare Alternate Care Site (ACS) Plan. In large-scale incidents, a whole community approach may be required to increase the level of available medical services. The ACS provides additional treatment area(s) with a minimum level of care. This site will typically be established where medical care is not usually provided.

# District Health Strategic Priority supported by this item:

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

# PREVIOUS ACTION

The MAEA was originally approved as an annex to the MCIP by the District Board of Health (DBOH) on June 28, 2000. The plan was last revised and approved by the DBOH in May 2017.

An Alternate Care Site Exercise presentation was provided on May 23, 2019.

# BACKGROUND

The objective of the MAEA is to coordinate transportation and care of patients who have been evacuated from a Washoe County healthcare facility in a qualified disaster, with minimal disruption to the provisions of acute emergency care to the community.

During the 2018-2019 revision cycle there were several edits made to the MAEA. Since August 2018, staff worked with healthcare partners and EMS agencies to complete the edits. Below is a list of revisions:



Subject: MAEA Revisions Date: June 27, 2019 Page 2 of 3

- Plan name change Mutual Aid Evacuation Agreement
  - The MAEA will no longer be an annex to the MCIP, rather it will be associated with the Alternate Care Site (ACS) Plan
- Changed language in MAEA scope (section 2.2) to clarify the plan is for Washoe County facilities
- Included a statement about 1135 waivers in evacuating facility general responsibilities (section 3.2)
- Updated Level 1 (immediate) evacuation information to include the possible use of MCI tags rather than evacuation tags
- Created a section 6.4 which describes the role of SNF/LTC/Memory Care/Mental Health facilities
- Revised the communications section:
  - Section 7 included WebEOC and ARES/RACES
  - Developed a Communications plan with radio cache information
  - Established a phone app contact list for redundant communications
- Updated the evacuation forms
- Updated contact information for member facilities
- Updated the acceptance and evacuation numbers for member facilities
  - Moved the out-of-county facilities to a separate table
  - Made appendix C and D more divergent
- Added map of SNF/LTC/Memory Care/Mental Health facilities
- Reorganized the appendices

The ACS Plan is an annex to the MAEA and will be updated on its biennial revision cycle. The ACS plan is a new planning document for Washoe County and is a requirement of the Healthcare Preparedness Program Federal Grant. The initial planning meetings began in May 2018 with a project outline and a timeline for plan development created.

A workgroup comprised of healthcare and EMS partners convened and worked monthly, completing a draft document by December 2018. The base plan includes the following components:

- Definitions and objectives of an ACS
- Activation criteria and affiliated actions
- Responsibilities for organizations and agencies that could be associated with an ACS activation
- Suggested minimum staffing considerations for an ACS

The ACS annexes include information on the 1135 Waiver, supply checklists and possible ACS layouts for consideration during activation. Overall, this plan provides operational considerations for the evaluation, activation, operation, and demobilization of an ACS.

Subject: MAEA Revisions Date: June 27, 2019 Page **3** of **3** 

The draft ACS plan was exercised for a period of nine calendar days in April/May, which included a tabletop exercise, set up of three facilities, a full scale exercise with actors, and the take down of the facilities. The after-action report identified items for improvement within the plan. While several items were identified as opportunities for improving ACS planning in the region, elements related to the draft plan were updated. Work on other improvement items will continue as initiatives of the Inter-Hospital Coordinating Council.

# FISCAL IMPACT

There is no additional fiscal impact to the FY19 budget should the Board approve the MAEA revisions.

# **RECOMMENDATION**

Staff recommends the approval of proposed revisions to the MAEA.

# **POSSIBLE MOTION**

Should the Board agree with staff's recommendation, a possible motion would be "Move to approve the proposed revisions to the Mutual Aid Evacuation Agreement."

# WASHOE COUNTY HEALTH DISTRICT ENHANCING QUALITY OF LIFE

Mutual Aid Evacuation Agreement

June 2019



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# Record of Changes

The Mutual Aid Evacuation Agreement (MAEA) was established in 2000. Below is a record of revisions made to the plan since its inception.

Record of Change	Date	Agency
Initial Plan approved by DBOH	06/28/2000	WCHD
Revisions	07/26/2007, effective 12/01/2007	WCHD
Revisions	02/23/2012, effective 07/01/2012	WCHD
Implementation of the DMS Evac1-2-3 system	07/23/2015, effective 11/01/2015	WCHD and community partners
Minor plan revisions	5/25/2017	WCHD and community partners
Plan name change, updated forms, additional communications, plan reformatting and training processes	06/27/2019	WCHD and community partners

# 1. Introduction

Washoe County is at risk for many natural and technological disasters, and it is not unthinkable that at least one healthcare facility might have to be evacuated during a disaster.

In order to ensure compliance of patient safety and business continuity concepts, as well as acknowledging the need to comply with standards and requirements for evacuation planning for healthcare facilities, the following plan has been developed. Best practices and nationally recognized standards include Agency for Healthcare Research and Quality's (AHRQ) Hospital Evacuation Decision Guide (July 2018), California Hospital Association Hospital Evacuation Plan Checklist (August 2017), the Nursing Home Incident Command System Incident Evacuation Response Guide (2017) and the Hospital Incident Command System (HICS) Hospital Evacuation Incident Planning Guide.

The Mutual Aid Evacuation Agreement (MAEA) aims to optimize the medical care and safety of patients who have been evacuated from a healthcare facility with minimal disruption to the community's acute care system. The goal is to integrate this plan into the current medical disaster planning efforts of the Washoe County Health District (WCHD), as well as the Washoe County Emergency Operations Plan (EOP). It is also intended to be coordinated with other applicable city and county emergency procedures.

In 2016, the WCHD expanded the scope of healthcare evacuation planning efforts to include skilled nursing, long-term care, rehabilitation, memory care. By adding these non-acute care facilities into the MAEA there is an increased bed capacity, and agencies could send patients to similar facilities within the community.

# 2. MAEA Overview

# 2.1 MAEA Objective

The plan's objective is to coordinate transportation and care of patients who are being evacuated from a member facility to other member facilities during a disaster, with minimal disruption to the provision of acute emergency care to the community.

The MAEA is designed for a healthcare facility evacuation response to natural and technological disasters. It is not part of a contingency plan for patient evacuation due to employee work stoppage or financial closure of a healthcare facility (unless agreed upon by individual members at the time of the occurrence). Examples of natural and technological disasters include, but are not limited to, earthquake, fire/explosion, floods, hazardous material incidents, extended utility outage, structural failure, or acts of terror.

# 2.2 MAEA Scope

The MAEA is designed to support Washoe County healthcare facilities during an evacuation. Through the Inter-Hospital Coordinating Council (IHCC), collaborative agreements have been developed to assist in the event of a full or partial evacuation of one of the healthcare facilities. These agreements include facilities in the State of Nevada and bordering counties of California, and take

into consideration issues related to transferring patients across state lines and reciprocal credentialing of medical licensures.

The MAEA constitutes a memorandum of understanding (MOU) between all parties to make their "best effort" to accommodate the minimum number of patients agreed upon in this document.

Should an incident occur that is beyond the scope of the MAEA, other plans like the Washoe County Alternate Care Site Plan and Nevada Statewide Medical Surge Plan, should be considered for possible activation to support the incident.

# 2.3 Assumptions

In order to develop the MAEA, certain assumptions had to be made:

- 1. Only one healthcare facility requires evacuation. However, Appendix I contains information from the State of Nevada Medical Surge Plan and the process for multiple facility evacuations.
- 2. The MAEA is based on the short term transfer of patients, not long term relocation. It is not designed to accommodate provisions if the evacuating facility will potentially be unable to operate for an extended period of time.
- 3. Emergency Departments at receiving facilities will NOT to be used as receiving sites for evacuee patients. They will continue to focus on the emergency healthcare needs of the community.
- 4. All member facilities agree to make their "best effort" to accommodate the minimum number of patients agreed upon in this document.
- 5. Whenever possible, patients will be transferred to a healthcare facility that provides similar services at the same or increased level of care.
- 6. Whenever possible, patients will be kept in the community, close to friends and family.
- 7. Non-ambulance transport methods for non-critical patients may be used. It is assumed that the primary modes of non-ambulance transportation will come from vendors that have been pre-identified and listed as resource assets with the jurisdictional emergency management system.
- 8. Once the evacuating facility has resumed normal operations, the receiving facilities agree to return any patients and equipment from the evacuating facility as soon as feasible.
- 9. Whenever possible, critical care patients (a generalized term to include intensive care, cardiac care, cardiac surgery, pediatric intensive care, and neonatal intensive care) will be sent directly to receiving facilities rather than external holding areas.
- 10. The Regional Emergency Operations Center (REOC) will be activated and will utilize the Healthcare Representative and Medical Service Unit (MSU) positions to act as liaisons between facilities and to coordinate patient tracking information in a central location.
- 11.Unless there is a federal declaration, there is no deviation from the federal Emergency Medical Treatment and Labor Act (EMTALA) compliance.
- 12. Transfer and tracking of patients will be in accordance with Health Insurance Portability and Accountability Act (HIPAA) regulations.

- 13.Prior to the transfer of patients, the evacuating facility has utilized its internal Alternate Care Facility Plan in an attempt to keep patients with in its healthcare system and to minimize disruption of patient care and business continuity.
- 14.Should a Skilled Nursing (SNF) or Long-Term Care (LTC) facility need to evacuate, those facilities will attempt to evacuate patients to other SNFs/LTC locations before sending patients to acute care facilities.

# 3. MAEA Responsibilities

# 3.1 All MAEA Members

- It is the responsibility of each member facility to maintain an internal plan to protect life and property during a disaster. Maintenance of such plans is the responsibility of each institution.
- Each facility will conduct required and best practice mitigation efforts to reduce hazards potentially associated with an evacuation (i.e. conducting a hazard vulnerability analysis, developing structural and nonstructural mitigation plans, etc.).
- All members agree to participate in collaborative efforts with community partners to optimize resources and response utilization.
- The evacuation of outpatient clinic and professional services patients also needs to be considered in the internal facility plans. Each facility is responsible for making its own plans for these types of patients.
- Facilities agree to use the Hospital Incident Command System. (For more information on HICS, see Appendix H.)
- Members agree to participate in training and drills related to evacuations and the MAEA.
- If a member facility has permanent changes in its ability to receive the agreed upon number of patients, contact personnel or external holding areas, the facility must notify the Washoe County Health District.
- Members will use the HICS 255 and Disaster Management Systems (DMS) Evac1-2-3 process for patient tracking. Facilities may also enter information in the evacuation board on WebEOC.
- Members will identify external holding areas close to their location to provide temporary shelter if an immediate evacuation is required, and internal staging areas for patients for an urgent evacuation.
- Members will develop and maintain internal plans for receiving the influx of patients dispersed under this plan.
- All members will maintain adequate business interruption insurance.
- Public information and community confidence are important considerations during an evacuation. The facilities agree to participate in a joint information center (JIC) to include the Incident Command System (ICS) Public Information Officer to provide information to the public and the media.
- All member facilities will have emergency credentialing plans that will permit credentialing of personnel who may wish to volunteer their professional services during an evacuation.
- All member facilities agree to participate in the training program so personnel are familiar and well oriented on the MAEA and evacuation processes.

# 3.2 Evacuating Facility - General Responsibilities

- The evacuating facility's administration or other authority having jurisdiction (AHJ) declares the facility unsafe and unstable; requiring a full or partial evacuation. The decision to evacuate should be determined based on pre-developed evacuation criteria.
- The evacuating facility carries out measures to decrease patient census (as time allows) including: review all elective surgical procedures, early discharges and discharge of appropriate patients to home, or transfer patients to a SNF.
- If possible, the evacuating facility will activate its Alternate Care Facility Plan to relocate patients to an alternative location within its healthcare system.
- •
- Evacuating facilities must document patient tracking (using Stage 1 of the DMS Evac1-2-3 system and WebEOC).
- If WebEOC is unavailable, facilities should track patients with the appropriate HICS forms as a back-up to the evacuation tags. See appendix O.
- The evacuating facility is responsible for notifying each patient's physician and family of the pending relocation, if time allows.
- The evacuating facility is responsible for sending current medical records with patients whenever possible. If time does not allow for pulling medical records, at a minimum, the evacuating facility will ensure that the Medication Administration Record (MAR) accompanies the patient.
- Whenever possible, the evacuating facility will send appropriate nursing or physician personnel to accompany patients to the receiving facility.
- The evacuating facility will send one administrator and/or nursing supervisor to coordinate with receiving facility's administration(s). They may also send one pharmacist to assist with patient medication orders, and resolve any formulary changes to patient medication orders.
- The medical staff/patient ratio during transport will be determined as reasonably safe for care by the healthcare facility Medical Officer and the Transportation Supervisor.
- The evacuating facility maintains responsibility for patients until accepted by a receiving facility.
- The evacuating facility must ensure that the vacated premises are secure and that no one is left behind after the evacuation.
- As time allows, the evacuating facility will notify the Nevada Division of Public and Behavioral Health, Bureau of Healthcare Quality and Compliance about their change in bed status.
  - Depending on the incident, evacuating facilities should consider completing an 1135 waiver.

# 3.2.1 Healthcare Planning Technical Specialist

The evacuating facility will assign one staff member (likely a house supervisor or charge nurse) to participate in the ICS, as the Healthcare Planning Technical Specialist (HPTS).

The evacuating facility will work to ensure their patients are prepared for evacuation to a facility that will provide the same or higher level of care,

depending on the state of community resources. The staff most familiar with the medical needs of the patients will work with the Incident Command System (ICS) Medical Branch to determine the most appropriate destination, staff, equipment, and method of transport. Thus, the Medical Branch personnel must rely upon the medical triage completed by the facility and utilize their personnel to coordinate appropriate treatment personnel, equipment and methods of transport. This is the rationale for the HPTS.

# 3.3 Receiving Facilities - General Responsibilities

- The receiving facilities will carry out measures to decrease patient census including: review all elective surgical procedures, early discharge and discharge of appropriate patients to home, or transfer to a SNF.
- The receiving facilities determine ability to accommodate influx of patients. If changes to plan numbers need to be made, contact that appropriate dispatch center to report updated patient acceptance numbers.
- The receiving facilities make preparations for receiving patients, including calling in additional staff and implementing their emergency credentialing policy.
- The receiving facilities obtain additional equipment and supplies needed to provide care.
- The receiving facilities maintain communications with the evacuating facility, if feasible. (See section 7 for additional information.)
- The receiving facilities continue patient tracking (Stage 3 of the DMS Evac1-2-3 system) within the facility when patients are received. The receiving facility will assign an individual to fax or email the Stage 3 receipt holder(s) and the HICS 255 form(s) to the Healthcare Representative or MSU at the REOC, or input the information into WebEOC.
- The receiving facility may need to notify the following people upon receipt of patients from the evacuating facility:
  - Families/responsible party
  - Attending physician
- The receiving facility is responsible for the safety of the staff sent from the evacuating facility working within its building, and for the safekeeping and continuing operability of medical equipment that is sent from the evacuating facility.
- The receiving facility assumes responsibility of the patient, once a patient is received.
- The receiving facilities ensure that a copy of the Stage 3 receipt holder and a HICS 255 form is sent to the evacuating facility after the evacuation is complete. These forms will be used to let the evacuating facility know where to send patient records and to document the patient tracking process.
- The receiving facilities will notify Nevada Division of Public and Behavioral Health and the Bureau of Healthcare Quality and Compliance about their change in status, or if they have exceeded licensed bed capacities, as time allows.

• The receiving facility will return all patients and equipment upon notification that the evacuating facility is able to be reoccupied, unless other arrangements have been made.

# 3.4 Washoe County Health District (WCHD)

- WCHD will be contacted by the Regional Emergency Medical Services Authority (REMSA) medical dispatch or North Lake Tahoe Fire Protection District (NLTFPD) for notification of the evacuation.
- WCHD staff takes an active role in the ICS structure to coordinate public health issues and assist in the assessment of public health impacts.
  - For a healthcare evacuation, WCHD staff will respond as the Medical Services Unit position in the EOC, act in a support role for the incident and assist with patient tracking through WebEOC.
- WCHD staff facilitates a debriefing for incidents when a WCHD plan is activated. The Incident Commander and Healthcare Representative will assist the WCHD in gathering documentation regarding the evacuation process and participate in debriefings, as requested.
- WCHD is responsible for the maintenance and regular updates of the MAEA.

# 3.5 REMSA/North Lake Tahoe Fire Protection District

If a healthcare evacuation occurs in the Reno/Sparks region of Washoe County, REMSA would be the primary responding transport agency. However, if the healthcare evacuation occurs in Incline Village, NLTFPD would be the primary responding transport agency. Additional EMS/transport agencies could respond to assist with the evacuation and transports, if mutual aid requests are utilized.

During a healthcare evacuation, the HPTS and PTGS determine the destination based on the patient chart and the information from area healthcare facilities. The MAEA members have agreed upon pre-planned patient evacuation and acceptance numbers (see Appendices C through F). If an evacuation occurs in Incline Village, NLTFPD would either assume sole responsibility of determining patient destinations, or coordinate with REMSA medical dispatch.

REMSA medical dispatch or NLTFPD will notify plan members of the evacuation and will contact receiving facilities as patients are transported from the evacuating facility, to let them know what types of patients they will be receiving. (Type refers to patient category – critical care, non-ambulatory, wheelchair and ambulatory.) REMSA or NLTFPD will attempt to provide status updates and situational awareness about the evacuation to member facilities and the WCHD. However, this may not be feasible in all incidents.

# 3.6 EMResource

The Nevada Division of Public and Behavioral Health, Public Health Preparedness (PHP) Program has a statewide, bed tracking, availability, and alerting/information system in place throughout Nevada's healthcare system, entitled "EMResource." EMResource is a robust and reliable system used to track bed availability, facility capacity/status, along with tracking hospital, coroner, mortuary, and healthcare facility storage of decedents. The system is dual-redundant with east and west coast backup servers. Nevada's EMResource

Username/Password controlled system is a vital component of the Nevada Health Alert Network (NVHAN), for immediate transmission of critical health information during a catastrophic event in our state and the western region of the United States (Nevada Border States). All hospitals throughout the state are on the system.

During an evacuation, EMResource would be a system to enable facilities to communicate with each other regarding patient transfers on one shared platform. All data entered into EMResource is transmitted and monitored by local, state and federal authorities to plan logistics during an emergent event and to respond timely and appropriately.

While the MAEA provides overall estimates for types and numbers of patients that can be accepted into receiving facilities for pre-event planning, EMResource compliments the MAEA by providing up to date patient census numbers at the time of the evacuation event.

# 4. Immediate vs. Urgent Evacuations

Patients with critical care needs require more time and resources to evacuate. Their place in the evacuation process may change, depending on whether the evacuation is immediate or urgent.

# 4.1 Definitions

# Level 1 / Immediate

This evacuation requires the immediate, prompt departure of patients from a facility due, to life-threatening conditions. Such an evacuation may require the evacuating facility to move patients to an external holding area in a parking lot or other outside sheltered location(s) before being moved to a receiving facility. Critical Care patients should be evacuated directly to a receiving facility, without going to an external holding area. In an immediate evacuation, it may not be practical to pull medical records to go with the patients. Medical records may have to follow the patients after the evacuation occurs.

In an immediate evacuation, the priority will be to get as many patients out as possible, so the first priority might be the easiest to evacuate – ambulatory patients, those with the least equipment and who need the least amount of assistance from staff. In this scenario, patients with special needs would be the last to be evacuated.

Many of the incidents that would activate a level 1/Immediate evacuation would be considered a multi-casualty type incident. Therefore, first responders may use MCI triage tags to assist with the tracking of patients during level 1/immediate evacuations.

# Level 2 / Urgent

This evacuation allows for a quick, but orderly facility departure. A level 2/urgent evacuation allows time for patient dispersion from the evacuating facility directly to the receiving facility. It may result from non-life threatening environmental conditions which, along with internal horizontal evacuation strategies, allows for orderly gathering of transportation and staffing resources before patients are moved out of the evacuating facility. Patients will be moved

to pre-designated internal staging areas before departing the facility. The facility, depending on the number of patients and its resources, may wish to designate more than one internal staging area for patients (ambulatory versus wheelchair versus gurney patients). This allows appropriate transport resources to externally stage at different locations to expedite patient movement and egress. In a level 2/urgent evacuation, there should be time to ensure that the patient's records are sent with the patient.

In an urgent evacuation when there is time to move patients, the critical care patients would be the first to move, as there is time to accommodate equipment and patient care considerations.

# 4.2 MAEA Activation for Level 1/Immediate Partial or Full Evacuation

The evacuating facility notifies the appropriate Public Safety Answering Point (PSAP, i.e., 911) to report a level 1/immediate evacuation. The PSAP will notify REMSA medical dispatch and/or NLTFPD, who will contact other agencies using the MCI/MAEA plan procedure, which includes the District Health Officer's designee and the Washoe County Emergency Manager. The facility may already be in the process of moving patients to a designated external holding area during an immediate evacuation.

Upon arrival, EMS agencies will set up an Incident Command Post, appropriately linked to the internal HICS structure. Certain HICS and ICS positions must interface in order to share information. The facility will send a Healthcare Planning Technical Specialist to work with the Patient Transportation Group Supervisor, which is staffed by the transport agency. Depending on the incident, first responders may use MCI triage tags to assist with the tracking of patients rather than DMS Evac1-2-3 tags.

If needed, the District Health Officer's designee will assess the public health impacts of an evacuation.

It is the responsibility of the Incident Commander from the AHJ to request a Disaster Declaration from the appropriate political subdivision in association with the jurisdiction's Emergency Manager. The decision to open the REOC rests with the Crisis Action Team (CAT), which is led by the County Manager and will authorize activation of the REOC.

REMSA medical dispatch or NLTFPD is responsible for notification of all receiving facilities that an evacuation is underway. Upon this notification, receiving facilities will implement their internal plans to receive patients. Initial field transportation of patients will follow the baseline acceptance numbers for the receiving facilities (Appendix D, E and F). EMResource will also be utilized when considering bed availability. Receiving facilities may be contacted later by REMSA medical dispatch or NLTFPD for additional capacities.

The Patient Transportation Group Supervisor, in coordination with the Healthcare Planning Technical Specialist will coordinate communications and movement of patients to appropriate destinations, along with appropriate staff and equipment (if available).

# 4.3 MAEA Activation for Level 2/Urgent Partial or Full Evacuation

If a disaster situation requires a healthcare facility to partially or fully evacuate, but there is no immediate life threat to the building occupants, the evacuating facility notifies the appropriate PSAP and reports that a level 2/urgent evacuation may be necessary. The PSAP will notify REMSA medical dispatch and/or NLTFPD, who will contact other agencies using the MCI/MAEA plan procedure, to include the District Health Officer's designee and the Washoe County Emergency Manager.

If needed, the District Health Officer's designee will assess the public health impacts of an evacuation.

It is the responsibility of the Incident Commander from the AHJ to request a Disaster Declaration from the appropriate political subdivision, in association with the jurisdiction's Emergency Manager. The decision to open the REOC rests with the CAT, which is led by the County Manager and will authorize activation of the REOC.

REMSA medical dispatch or NLTFPD is responsible for notifications to all receiving facilities that an evacuation may become necessary, and when the evacuation is initiated. Upon this notification, receiving facilities will implement their internal plans to receive patients. Initial field transportation of patients will follow the baseline acceptance numbers for the receiving facilities (Appendix D, E and F). EMResource will also be utilized when considering bed availability. Receiving facilities may be contacted later by REMSA Medical Dispatch or NLTFPD for additional capacities.

Since time limitations may not be as critical in a level 2/urgent evacuation, the evacuating facility may be able to initiate notification of physicians and patient family members that an evacuation will be taking place.

Upon arrival, EMS agencies will set up an Incident Command Post, in appropriate proximity to the facility. Certain HICS and ICS positions must interface to share information. The facility will send a HPTS to coordinate with the Patient Transportation Group Supervisor, which is staffed by the transport agency.

The HICS Planning and Operations Chiefs will reduce the facility census by a review of possible discharges to homes, cancellations of elective procedures, etc. and recommend the appropriate patient care destinations for each type of patient to be moved. This information will be communicated to the Healthcare Planning Technical Specialist and Patient Transportation Group Supervisor, who will direct the patient distribution process.

The HICS Operations Chief will direct the organization of all patient account, so that appropriate medical records, medications, and vital support equipment can be moved at the same time the patients may be moved to an internal staging area(s). Location(s) should be convenient for pickup by ambulances or other transportation resources.

The Patient Transportation Group Supervisor and the Healthcare Planning Technical Specialist will coordinate communications and movement of Critical Care Unit and Non-Critical Care Unit patients to appropriate destinations, along with appropriate staff and equipment (if available).

*Note*: See Appendix A for the level 1/immediate and level 2 evacuation algorithms.

# 5. Patient Evacuation and Distribution Overview

The Patient Evacuation and Patient Acceptance Overviews (Appendixes C through F) are based on data submitted by member facilities. The figures used in this document are known to be highly variable. In some cases, they may not accurately describe a facility's patient population at a particular time. In view of the inherent nature of disasters, flexibility of design and flow are necessary for a successful evacuation. Each facility has taken the average high census for the previous two years in order to determine the numbers in the overview. Each facility is responsible for providing updated capacity information during the evacuation process, to REMSA medical dispatch or NLTFPD.

Appendices C and D show that it is possible to evacuate all but the largest healthcare facility in the community, even though some facilities will be severely taxed. Should the towers at Renown Regional Medical Center have to be fully evacuated, patient dispersal may have to be coordinated with other facilities outside the region. This would be done through existing mutual aid agreements or in coordination with the State EOC Emergency Support Function #8 (Health and Medical).

The internal logistics of evacuating patients from operating rooms to internal staging areas is the responsibility of each participating facility.

*Note:* A mileage chart depicting the distance between member facilities is located in Appendix L.

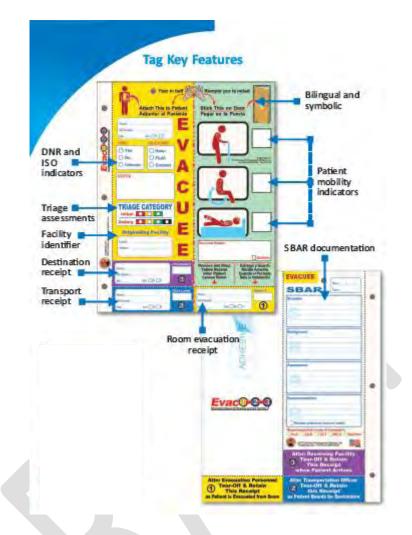
# 5.1 DMS Evac1-2-3 System

During a level 2/ urgent evacuation, traditional field triage tags will not be used. Instead, facilities will use the DMS Evac1-2-3 system to conduct patient tracking.

The Evac1-2-3 system is designed for effective and orderly evacuations of medical care facilities. Evac1-2-3 is a systematic tool-set to streamline and simplify the evacuation process, while maintaining effective patient tracking and resource allocation during the facility evacuation. The tags and documentation within the system are fully compliant with HICS and optimize patient care by ensuring all aspects of the evacuation are documented with minimal effort. See Appendix N for additional images and the process flow of the system.

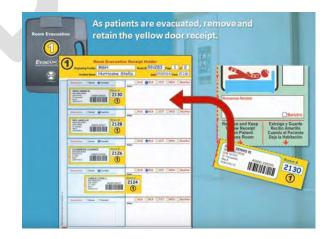
# **Evacuation Preparation**

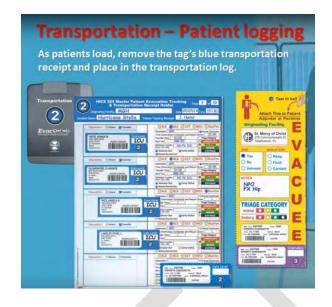
Once an evacuation is deemed necessary, the facility's staff will begin preparing the evacuation tag of each patient that will be transported to a receiving facility. The evacuation tag is separated along its center perforation. One half is placed on/with the patient and the other on the room door. The resource requirements to move the patient are indicated on the door section, for clear identification to staff.



# Patient Evacuation

As patients are moved out of their room, the door section's receipt is removed and placed in the Evac1-2-3 receipt holder. The door label now indicates the patient has left the room. The receipt holder provides an effective patient tracking tool to maintain a record of continuity-of-care for the patients moved by a specific staff member.





# Staging and Transportation

As patients wearing the evacuation tag are moved to the staging area (or directly to transport if the evacuation is level 1), all vital information, such as category/type and SBAR comments may be indicated on the tag as part of the transport prioritization and resource requirement process.

During the transport loading phase, the tag's patient transportation receipt is removed and placed in the patient evacuation tracking receipt holder. This provides a chronological record of each patient transported to specific locations.

# **Destination Arrival**

As patients arrive at a destination location, the last receipt is removed from the patient's tag and placed in the destination receipt holder. Evac1-2-3 provides a complete documentation trail for full patient accountability and tracking.

Upon arr	nation — Patient Re ival at destination, remove the pu nd place in the destination log.	A COLUMN A	
Destination Par 3 Event (un-art) 2 2 2 2 2 2 2 2 2 2 2 2 2			

# 6. Transportation of Patients

Patients may be transported from the evacuating facility to an external holding area in a level 1/immediate evacuation or, in the case of a level 2/urgent evacuation, directly to a receiving facility. Subsequent transportation could also occur from an external holding area to receiving facility. In either case, critical care patients will be sent directly to other healthcare facilities without going to external holding areas. Cost of transportation of patients shall be the responsibility of the evacuating facility.

The Emergency Departments should remain available for community emergency care, the patients being evacuated should not be routed through the Emergency Departments of receiving facilities.

# 6.1 Emergency Medical Services Coordination with Evacuating Facility

Upon a decision that patients will be evacuated from a healthcare facility, the ICS and HICS interface will be instituted. The Patient Transportation Group Supervisor under the Medical Branch will implement transportation staging operations and establish coordination with the Healthcare Planning Technical Specialist and the Medical Branch Director regarding patient destination(s) (See Appendix H).

Ideally, the external patient holding area(s) for an immediate evacuation will be pre-designated by each facility in their internal plans, prior to the incident. However, if the pre-designated patient external holding area cannot be utilized, the Healthcare Planning Technical Specialist, along with the Medical Branch Director may determine the safest place to establish a patient external holding area, if not already determined by the facility.

The medical authority for identifying the method of transfer of the patients from the evacuating facility to another facility should be a collaborative process between the Healthcare Planning Technical Specialist and the Medical Branch Director.

The receiving destination and transportation resources to be used will be decided upon jointly by the Patient Transportation Group Supervisor and Healthcare Planning Technical Specialist, working with the Medical Branch. More than one staging area for ambulances, non-ambulances or equipment may be established at the evacuating facility.

# 6.2 Transportation Staging Areas

ICS transport vehicle staging area(s) will be established in close proximity to the internal staging areas or external patient holding areas. Ambulances will park and be dispatched in order, as directed by the ICS Patient Transportation Group Supervisor. The Healthcare Planning Technical Specialist will receive information about the appropriate medical care and needs of each patient from the HICS Planning and Operations Chiefs.

Information on the transport needs and requirements for specialized equipment or staffing will be shared between the Healthcare Planning Technical Specialist and the Patient Transportation Group Supervisor. The external patient holding area(s) will be used by the evacuating facility to re-evaluate patients just prior to transfer, if needed. The Patient Transportation Group Supervisor, in consult with the Healthcare Planning Technical Specialist, will direct ambulance and nonambulance resources to the appropriate receiving facility with the ability to care for the patient's medical needs.

REMSA medical dispatch or NLTFPD will notify the receiving facility's contact person that the patient is en route, the estimated time of arrival (ETA), and type of patient. Identifying patient information, such as names, will be transmitted via landline or WebEOC (due to HIPAA constraints), if time allows. Due to the fact that limited ambulance resources may be available, there will not be room for family members to be transported with the patient; the exception being pediatric patients who will be accompanied by a staff nurse or legal guardian.

Additional transport vehicles may be required to move non-acute patients to other receiving facilities. For the most part, these additional vehicles will be from the Regional Transportation Commission, Washoe County School District, Citilift/RTC buses, or other resources provided by non-ambulance providers. These authorized transportation services are specified in the REOC resource list.

Staging of these non-ambulance vehicles will be in close proximity to the ambulance staging area(s). The ICS Staging Officer will make contact with supervisory personnel of the non-ambulance provider, to receive help in dispatching those vehicles to the evacuating facility staging area(s).

In addition the ICS Staging Officer may work with the ICS Medical Communications Coordinator to place an Amateur Radio Emergency Services (ARES) operator or Radio Amateur Civil Emergency Services (RACES) operator on each vehicle to insure communications during transport. (For more information on the communication plan see section 7.)

# 6.3 Out of State (California) Hospitals

# **Barton Memorial**

Should Barton Memorial Hospital need to evacuate, the administration will contact the California Tahoe Emergency Services Operations Authority (City of South Lake Fire Department and Lake Valley Fire Protection District) via South Lake Tahoe PSAP. The California Tahoe Emergency Services Operations Authority will be responsible for the transportation of patients from Barton Memorial Hospital to facilities in Washoe County.

Decisions as to where patients will be transported will be coordinated through California Tahoe Emergency Services Operations Authority, REMSA and/or NLTFPD. In the event there are not sufficient ambulances to transport patients, additional ambulances can be requested through the Lake Tahoe Regional Fire Chief's mutual aid plan by the South Tahoe Joint Powers Authority. The Barton Memorial Hospital representative working with the South Tahoe Joint Powers Authority will be responsible for ensuring that REMSA/NLTFPD is contacted for the patient placement efforts.

## Tahoe Forest Hospital (TFH)

Should TFH need to evacuate their facility, they will contact the Truckee Fire Department via the Grass Valley PSAP. Truckee Fire Department will be

responsible for the coordination of transportation of patients from Tahoe Forest Hospital to facilities in Washoe County. The TFH Agency Representative will work through/with REMSA medical dispatch to identify bed availability and patient destinations in Washoe County, Nevada. Decisions as to where patients will be transported will be coordinated through REMSA and/or NLTFPD and the TFH Agency Representative. Truckee Fire, through the Grass Valley PSAP, will use the mutual aid system to ensure that a sufficient number of ambulances are notified and responding to transport patients in the timeliest manner possible.

# 6.4 Non-Acute Care Facilities' Role in Evacuations

When evacuating, all MAEA member facilities have the same responsibilities detailed in section 3. In an evacuation, it may be necessary to send residents/patients to a variety of different locations throughout Washoe County and other jurisdictions.

There may be incidents where several non-acute care facilities are not directly impacted. In these instances, facilities are expected to receive the number of patients indicated in Appendix E and F.

# 7. Communications

The MAEA supports rapid and accurate communication both internally and externally with on-scene agencies, as well as those supporting from the EOC. This section describes the elements of the communication plan incorporated into the MAEA.

# 7.1 Required Notifications

Certain notifications will be required for level 1/immediate or level 2/urgent evacuations:

- The facility will contact and report either a level 1/immediate or level 2/urgent evacuation to the PSAP.
- The PSAP will transfer the caller to REMSA medical dispatch to activate the MAEA. The PSAP will notify the appropriate fire department per its protocols. The MCI/MAEA notifications by REMSA medical dispatch include the District Health Officer's designee and the Washoe County Emergency Manager.
- REMSA medical dispatch or NLTFPD shall notify appropriate healthcare and non-acute facilities of the incident. The individual in the receiving healthcare facility shall take note of the information given, and shall acknowledge as directed. This may be completed via radio and/or phone calls.
- REMSA medical dispatch or NLTFPD will request that each receiving facility provide a name and contact number of the person who will be receiving in-bound patient information as patients are transported to its facility.

# 7.2 Patient/Resident Transfer Communications

Ambulances involved in the transportation of patients from the evacuating facility to receiving facility shall communicate on frequencies/channels assigned by the IC.

Most healthcare facilities and EMS agencies have 800 MHz radios to augment communications between the facilities, REMSA and/or NLTFPD and the Washoe County Health District, should landlines and cell phone capabilities fail. A Health District 800 MHz talk group has been programmed onto the radios for this purpose. Communications regarding identifying patient information should be made via landline due to Health Insurance Portability and Accountability Act (HIPAA) constraints, or through the WebEOC evacuation board.

Other modes of transportation being utilized for the transfer of patients to receiving facilities, or other designated areas or facilities, may not be equipped with Med Channel radios. Prior to departure, appropriate scene personnel will notify receiving facilities through REMSA medical dispatch of the ETA of units transporting patients.

Facilities that do not have 800 MHz radios could communicate through the established WebEOC incident. ARES/RACES operators or others with portable communications devices may be used as an alternate means of communications for vehicles and/or facilities not having radio communications with REMSA medical dispatch or NLTFPD.

# 7.3 Administrative Facility Communications

Communications between facilities shall be conducted by phone or WebEOC. Appendix J lists the telephone numbers for a variety of departments in each facility, including the designated telephone numbers for command posts (if assigned). Such communications should be limited during the incident, as to avoid lines being tied up. Calls between facilities may be patient information related, requests for supplies, equipment or manpower, etc. As Hospital Command Centers (HCC) activate, specific phone numbers for the various HICS positions may be assigned by each HCC.

As part of redundant communications efforts, the Health District established a phone application (app) group to communicate basic information and situation awareness updates to member facilities and transport agencies. The app is not meant to be primary means of communication; rather an additional capability if other modalities loose functionality during an incident.

# 7.4 Additional Required Notifications by Evacuating and Receiving Facilities

The Washoe County Emergency Manager is responsible for notifying the Emergency Manager for the appropriate jurisdiction, if evacuation transports occur beyond the boundaries of Washoe County. Emergency managers may activate the resources of the ARES or RACES, which may be used to augment communications at the incident scene, communications with non-emergency transport vehicles, the receiving facilities, and the evacuating facility's internal staging area or external holding area.

If needed, the evacuating facility should contact the Nevada Bureau of Healthcare Quality and Compliance if the facility needs to exceed its licensed bed numbers. It is the responsibility of the evacuating facility to notify family and physicians of the evacuated patients of the movement of these individuals to the receiving facility (as time allows).

# 7.5 Regional Call Center

In the event there is an overwhelming amount of calls for information regarding the location of evacuated patients, or if the evacuating facility is unable to make the necessary contacts due to the urgency of the situation, the REOC can set up a regional call center to assist with the dissemination of information. The call center would operate under HIPAA guidelines as they relate to patient information.

# 7.6 Facsimile (Fax) Systems

Facsimile numbers are listed for facilities in Appendix K (if available). These systems may be utilized to transmit written information such as patient records, facility maps, or other forms of documentation. The fax number for the REOC is also listed for transmittal of the HICS 255 forms.

# 7.7 Telephone Contacts

Appendix J shows the telephone numbers for critical areas in each facility such as the Emergency Departments, Admitting, Security, Main Switchboards and lines dedicated to HCCs.

# 7.8 Two-way Radio Systems

In the event of land line and cell phone failures, the 800 MHz radios and the UHF Med Channel radios offer a redundant communication method during an emergency. The 800 MHz radios allow most healthcare facilities, REMSA, the NLTFPD and the WCHD to communicate on the 800 MHz talk group dedicated for such purposes by the WCHD. During an MAEA activation, facilities that do not have an 800 MHz radio may request one from the Washoe County Emergency Manager/REOC. However, facilities will not be guaranteed a radio. The radio cache at the REOC will be distributed based on immediate needs.

# 7.9 Alternate Communications

Washoe County, City of Reno, City of Sparks, Reno-Tahoe Airport Authority, Washoe County Sheriff's Office, City of Reno Police and Fire Departments, City of Sparks Police and Fire Departments, NLTFPD, Truckee Meadows Fire Protection District and each jurisdiction's Emergency Managers may be contacted to provide additional communications resources, command posts, and to ARES/RACES radio resources.

Contact Information for all facilities are located in Appendix J (Contact Information) and Appendix K (Facility Communications).

# 7.10 Incident Command System (ICS) 205 – Communications Plan

ICS 205 provides information on radio frequency or trunked radio system talk group assignments and additional redundant communications options for each operational period. In most incidents, communications is identified as a challenge for responding personnel. In an effort to overcome this barrier the following ICS 205 for pre-planned communication to be used for healthcare evacuations. It is understood that this is only a guideline for the beginning of an incident and the communications plan could expand or change, as appropriate.

# ICS 205 – Healthcare Evacuation Communications Plan

INCIDENT COMMUNICATIONS PLAN		1. Incident Name	2. Date/Time Prepared	3. Operational Period Date/Time	
			4. Basic Radio Channe	el Utilization	
System/Cache	Channel	Function	Frequency/Tone	Assignment	Remarks
Med Radios	Mednet 3	EMS	UHF	REMSA Dispatch to EDs	Subject to change depending on location
800 MHz	WC HDSUP	Command	WCRCS	Healthcare to WCHD/REMSA	
Med Radio/800 MHz	REMSA 1	EMS	UHF/WCRCS	Interagency Comms	
800 MHz	PS Fire 1/2	Command	WCRCS	PSAP Dispatch to Comms	Coordinated with PSAP
WebEOC	N/A	Healthcare	Online		Situational Awareness
Phone Application	N/A	EMS/Healthcare	Online/Phone-based	REMSA Dispatch to Healthcare	Situational Awareness
5. Prepared by (Comm	nunications Un	lit)			

# 8. Limited Liability and Disaster Declaration Process

All MAEA member facilities are advised to consult private legal counsel to evaluate the potential exposure to liability.

While the event of an evacuation represents a potential deviation from care, all personnel are held to the same standard of care in an evacuation as in any other activity of patient care. It is recognized that the evacuation process may entail unavoidable interruption of some aspects of patient care that are beyond the control of the staff (i.e. giving medication on scheduled increments). The expectation is that the facility's personnel will use reasonably prudent practices as any professional person might be expected to use.

The Incident Commander of the evacuating facility should be in contact with the Incident Commander when an evacuation decision is made. Once the decision to evacuate has been made, the Incident Commander from the AHJ shall initiate the jurisdiction's process for a Disaster Declaration.

If a member facility's resources are overwhelmed during an evacuation, the Incident Commander should notify the Washoe County Emergency Manger to initiate a local Declaration of Emergency in accordance with County Code 65.300 & NRS 414. This action activates the REOC to facilitate regional, State, and Federal assistance, including personnel, equipment, and specialized medical resources.

It is the Incident Commander's responsibility to include this strategy in the Incident Action Plan in a timely fashion.

# 9. Collateral Considerations

# 9.1 Non-Member Skilled Nursing and Long Term Care Facilities

A non-member SNF/LTC may have alternate care site agreements and/or contracts with an evacuating facility as part of their internal discharge plan or disaster policy. The SNF/LTC who are contracted may receive patients of appropriate acuity from evacuating and/or receiving facility.

If an alternate care facility such as a SNF/LTC is included in the receiving process, it is expected that the SNF/LTC will understand and be familiar with the MAEA, and that they are able to meet the same expectations outlined in the MAEA for receiving facilities.

# 9.2 Public Information

All media releases distributed by the evacuating facility will be coordinated through Unified Command. (It is suggested that the first message should instruct the public not to come to the scene and inform them that information will be made available.) A JIC may be developed as part of the Unified Command structure.

# 9.3 Admitting and Billing

• Patients will be discharged from the evacuating facility and admitted to the receiving facility.

- Patients sent by the evacuating facility will maintain their current attending physician whenever possible. If the current physician does not have privileges at the receiving facility, the receiving facility will initiate their emergency credentialing process.
- The evacuating facility will be responsible for patient billing for the portion of the patient's stay at the evacuating facility and will be billed in compliance with State and Federal reimbursement guidelines for transferred patients.
- The receiving facility will admit all patients transferred from the evacuating facility, will be responsible for patient billing for the portion of the patient's stay at their facility and will be billed in compliance with State and Federal reimbursement guidelines for transferred patients.

# 9.4 Use of Evacuating Facility Staff

- The receiving facility will bill the evacuating facility for all staff supplied to the receiving facility at the actual employee payroll costs plus an additional 35% to cover the cost of fringe benefits.
- Any supplies forwarded to the receiving facility from the evacuating facility will be billed by the evacuating facility at the actual cost.
- Equipment transferred to the receiving facility by the evacuating facility will be billed to the receiving facility at the current fair market rental value for such equipment.
- Evacuating facility will be responsible for supplying the receiving facility a schedule that includes all the employees sent to assist the receiving facility, including available information regarding appropriate professional licensure.
- In a timely fashion, the receiving facility will be responsible for the validation of all professional licensure information for all employees transferred from the evacuating facility to the receiving facility.

# 9.5 Out of State Staff and Physicians

In order to allow staff from another state to practice in Nevada, the Governor has to declare a state of emergency before the nurses or physicians from other states could provide assistance/be recognized as licensed.

# 9.6 Medical Records

If time and evacuation conditions permit, pertinent medical records and information will accompany each patient to the receiving facility. At a minimum, the MAR will accompany the patient when transferred.

Upon transfer back to the original facility, a copy of pertinent medical record information will accompany each patient, or be made available to the attending physician.

# 9.7 Biomedical Equipment

Only equipment that is medically necessary will accompany the patient during transfer to the receiving facility. Biomedical equipment distributed from the evacuating facility will be initially accepted by the receiving facility.

All equipment sent with each patient should be documented on the DMS Evac1-2-3 tag and receipt holders for tracking purposes.

The receiving facility may catalogue and carry out safety checks of the equipment as time and patient condition permits. Equipment will be returned to the evacuating facility upon return of the patient, unless arrangements have been made otherwise.

#### 9.8 Pharmaceuticals

Only those medications that are medically necessary will be transported with the patient. Prescribed pharmaceutical products that arrive with the patient will be subject to review by the receiving facility's pharmacy.

Any additional medications that the evacuating or receiving facility may need will be requested through the resource request process through the REOC and Healthcare Representative.

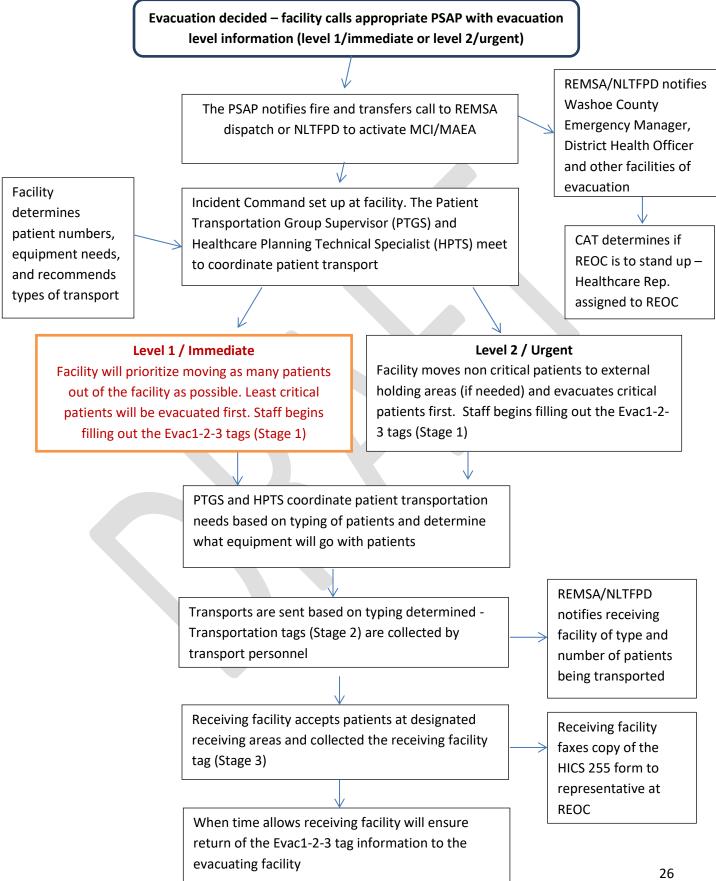
#### **10. MAEA Development and Maintenance**

Each facility is responsible for maintaining accuracy of the information regarding its medical facility. The Health District will coordinate periodic meetings for updates and revisions to the plan.

Washoe County Health District is responsible for annually updating the MAEA to ensure the most current information. The updates should include:

- Initial patient evacuation and acceptance overview numbers.
- Phone numbers, contact persons and external holding areas of all member facilities.
- Facility communication information.

### **Appendix A - Evacuation Algorithm**



#### Appendix B – Forms

#### **Evacuation Planning Worksheet**

**Instructions:** Summarize and compile data received from each evacuating unit/floor. Then complete this form with the total patient count. This should be completed by, or given to the assigned Healthcare Patient Technical Specialist (HPTS) to work with the Patient Transportation Group Supervisor (PTGS).

Date	Time	Incident Type	

Units/Floors to Evacuate \_\_\_\_\_

Number of Healthcare Providers Available for Evacuation

Assigned HPTS \_\_\_\_\_

HPTS Contact Information

Total number of patients	
Number of patients sent home/discharged	
Total number of patients requiring evacuation	

Patient Category	Number of Patients	Minimum Staffing Ratio*
Type #1/Red Special Equipment/Staff Required (Ventilators, etc.)		
Type #2/Yellow Bed, Gurney (Non-ambulatory)		
Type #3/Blue Wheelchair		
Type #4/Green Ambulatory		
Total		

\*Keep in mind patient ratios when distributing patients to various receiving facilities.\*

Prepared by \_\_\_\_\_\_Time \_\_\_\_\_

#### **Evacuation Transportation Resources Worksheet**

Instructions: This form is completed based on the information provided by the Evacuation Planning Worksheet. The Healthcare Patient Technical Specialist (HPTS) is assigned to work with the Patient Transportation Group Supervisor (PTGS).

Assigned PTGS \_\_\_\_\_

Incident \_\_\_\_\_ Date \_\_\_\_\_ Time \_\_\_\_\_

Estimated Duration of Transports (Roundtrip)

Patient Type	Number of Patients	Critical Care Ground/Air	ALS	BLS	Bus/ Other*
Type 1/ Red - Special Equipment/Staff Required					
Type 2/Yellow - Bed, Gurney (Non-ambulatory)					
Type 3/ Blue - Wheelchair					)
Type 4/Green - Ambulatory					
Total					

\*Bus/Other resources: school busses, RTC busses, wheelchair vans, VA DUVs, etc. 

Units by Type	Number of Patients	Number of Transports	Number of Units Needed
Total Critical Care Ground/Air Units Needed			
Total ALS Units Needed (1-2 patients per unit)			
Total BLS Units Needed (2 patients per unit)			
Total Bus/Other Units Needed (numbers vary, bus average 25)			

Prepared by \_\_\_\_\_\_Time \_\_\_\_\_

# Appendix C – EVACUATION Numbers

\*\*An estimate of patients that may need to be evacuated from each facility (after census reduction)

Type of patient that can be accepted:	Incline Village Comm. Hospital	Northern Nevada & Tahoe Pacific North	Renown Regional Med Center	Renown Rehab Hospital	Renown South Meadows & Tahoe Pacific Meadows	St. Mary's Regional Medical Center	VA Medical Center
ICU(Med/Surg)	0	6 / 4	45	0	4 / 3	0	8
Cardiac Care Unit	0	0 / 1	38	0	0 / 2	16	0
Cardiac Surgery	0	0 / 0	0	0	0 / 0	2	0
Telemetry/SD/Cardiac	0	0 / 1	100	0	0 / 0	16	0
<u>Critical Care Subtotal</u>	0	6/6	183	0	4 / 5	34	8
Telemetry/SD/Med-Surg	0	10/4	35	0	0 / 5	0	2
Surgical (Ortho/Neuro/GSU)	2	10/2	140	0	11 / 0	31	8
Oncology	0	0 / 0	30	0	0 / 0	15	0
Medical/General	2	15/3	31	0	11 / 4	30	17
<u>Med-Surg/Tele Subtotal</u>	4	35 / 16	236	0	22 / 9	76	27
IC Nursery	0	0/0	34	0	0 / 0	13	0
Pediatric ICU	0	0 / 0	7	0	0 / 0	0	0

# Appendix C – EVACUATION Numbers

\*\*An estimate of patients that may need to be evacuated from each facility (after census reduction)

Type of patient that can be accepted:	Incline Village Comm. Hospital	Northern Nevada & Tahoe Pacific North	Renown Regional Med Center	Renown Rehab Hospital	Renown South Meadows & Tahoe Pacific Meadows	St. Mary's Regional Medical Center	VA Medical Center
Pediatrics	0	0 / 0	22	0	0 / 0	3	0
Laboring/Antepartum	0	0 / 0	20	0	0 / 0	5	0
Postpartum	0	0 / 0	17	0	1/0	11	0
<u>MCH Subtotal</u>	0	0 / 0	100	0	2 / 0	32	0
Surgery (Intra-Op)	1	4 / 0	15	0	8/0	10	3
PACU & Pre-op	1	3 / 0	15	0	11 / 0	10	3
Day Surgery		0/0	20	0	0 / 0	10	0
Peri Operative Subtotal	3	7 / 0	50	0	32 / 0	30	6
Psych	0	14/0	0	0	32 / 0	0	8
Skilled/Rehab <sup>(b)</sup>	0	6 / 0	0	20	69 / 14	0	52
<u>Other Subtotal</u>	0	20 / 0	0	0	3 / 0	0	60
TOTAL	7	68 / 13	569	20	69 /14	172	101
Emergency	1	2 / 0	20	0	3 / 0	8	3

Appendix D - ACCEPTANCE Numbers \*\*Number of patients each facility will accept during an evacuation

Village Comm.	Nevada & Tahoe		Rehab	Renown South Meadows & Tahoe Pacific Meadows	St. Mary's Regional Medical Center	VA Medical Center	Barton Memorial Hospital	Carson Valley Medical Center	Carson Tahoe Regional Medical Center	Tahoe Forest Hospital
0	4 / 2	25	0	6/3	11	2	2	2	4	1
0	0 / 1	19	0	0/2	0	0	0	0	4	0
0	0 / 0	4	0	0/0	2	0	0	0	0	0
0	0 / 1	12	0	15 / 1	14	0	0	0	0	0
0	4 / 4	60	0	21 / 6	27	2	2	2	8	1
0	8/2	18	0	0/2	0	0	2	2	3	1
1	5 / 1	46	25	0/2	45	3	2	1	4	0
0	0/0	10	0	0/0	7	0	0	0	2	0
3	0/2	22	25	15 / 2	22	2	4	3	6	3
4	13 / 5	96	50	15 / 6	74	5	8	6	14	4
0	0/0	20	0	0 / 0	16	0	0	0	0	0
0	0 / 0	3	0	0 / 0	0	0	0	0	0	0
0	0/0	4	0	0 / 0	12	0	2	0	3	0
	Village Comm. Hospital 0 0 0 0 0 0 1 1 0 3 4 0 3 4 0	Village Comm.         Nevada & Tahoe Pacific North           0         4/2           0         0/1           0         0/1           0         0/1           0         0/1           0         0/1           0         0/1           0         0/1           0         0/1           0         0/1           0         0/1           0         0/1           0         0/1           0         0/1           0         0/0           3         0/2           4         13/5           0         0/0           0         0/0	Village Comm. HospitalNevada & Tahoe Pacific NorthRegional Med Center04/22500/11900/0400/11200/11208/21815/14600/01030/222413/59600/03	Village Comm. Hospital NorthRegional Med Center NorthRehab Hospital Center04/225000/119000/119000/112000/112008/218015/1462500/010030/22225413/5965000/03000/030	Village Comm.         Nevada & Tahoe Pacific North         Regional Med Center         Rehab Hospital         South Meadows & Tahoe Pacific Meadows           0         4/2         25         0         6/3           0         4/2         25         0         6/3           0         0/1         19         0         0/2           0         0/1         12         0         0/0           0         0/1         12         0         15/1           0         8/2         18         0         0/2           1         5/1         46         25         0/2           0         0/0         10         0         0/0           3         0/2         22         25         15/2           4         13/5         96         50         15/6           0         0/0         3         0         0/0	Village Comm.         Nevada & Tahoe Pacific North         Regional Med Center         Rehab Hospital         South Meadows & Tahoe Pacific Meadows         Regional Medical Center           0         4/2         25         0         6/3         11           0         4/2         25         0         6/3         11           0         0/1         19         0         0/2         0           0         0/1         12         0         15/1         14           0         4/4         60         0         21/6         27           0         8/2         18         0         0/2         0           1         5/1         46         25         0/2         45           0         0/0         10         0         0/0         7           3         0/2         22         25         15/2         22           4         13/5         96         50         15/6         74           0         0/0         3         0         0/0         0         0	Village Comm. Hospital         Nevada & Pacific North         Regional Med Center         Rehab Hospital         South Meadows & Tahoe Pacific Meadows         Regional Medical Center         Medical Center           0         4/2         25         0         6/3         11         2           0         0/1         19         0         0/2         0         0           0         0/1         19         0         0/2         0         0           0         0/1         12         0         15/1         14         0           0         4/4         60         0         21/6         27         2           0         8/2         18         0         0/2         0         0           1         5/1         46         25         0/2         45         3           0         0/0         10         0         0/0         7         0           3         0/2         22         25         15/2         22         2           4         13/5         96         50         15/6         74         5           0         0/0         3         0         0/0         0         0	Village Comm.         Nevda & Tahoe Pacific North         Regional Med Center         Rehab Hospital         South Meadows & Tahoe Pacific Meadows         Regional Medical Center         Medical Center         Memorial Hospital           0         4/2         25         0         6/3         11         2         2           0         4/2         25         0         6/3         11         2         2           0         0/1         19         0         0/2         0         0         0           0         0/1         19         0         0/2         0         0         0           0         0/1         12         0         15/1         14         0         0           0         0/1         12         0         15/1         14         0         0           0         8/2         18         0         0/2         0         0         2           1         5/1         46         25         0/2         45         3         2           0         0/0         10         0         0/0         7         0         0           3         0/2         25         15/2         22         2<	Village Comm.         Nevada & Regional Tahoe Pacific North         Rehab Med Center         South Medical Tahoe Pacific Meadows         Regional Medical Center         Medical Center         Memorial Hospital         Valley Medical Center           0         4/2         25         0         6/3         11         2         2         2           0         0/1         19         0         0/2         0         0         0         0         0           0         0/1         19         0         0/2         0         0         0         0         0           0         0/1         12         0         15/1         14         0         0         0         0           0         0/1         12         0         15/1         14         0         0         0         0           0         8/2         18         0         0/2         0         0         2         2         2         1           1         5/1         46         25         0/2         45         3         2         1           0         0/2         25         15/2         22         2         4         3           1         1	Village Comm. Hospital         Nevada & Regional Pacific North         Reducal Med Center         South Medical Center         Regional Medical Center         Memorial Hospital         Valley Medical Center         Tahoe Hospital           0         4/2         25         0         6/3         11         2         2         4           0         0/1         19         0         0/2         0         0         0         0         4           0         0/1         19         0         0/2         0         0         0         0         4           0         0/1         12         0         15/1         14         0 <td< td=""></td<>

# Appendix D - ACCEPTANCE Numbers

\*\*Number of patients each facility will accept during an evacuation

Type of patient that can be accepted:		Nevada & Tahoe	Renown Regional Med Center		Renown South Meadows & Tahoe Pacific Meadows	St. Mary's Regional Medical Center	VA Medical Center	Barton Memorial Hospital	Carson Valley Medical Center	Carson Tahoe Regional Medical Center	Tahoe Forest Hospital
Laboring/Antepartum	0	0 / 0	22	0	0/0	8	0	2	0	4	1
Postpartum	0	0 / 0	40	0	0/0	8	0	2	0	4	1
<u>MCH Subtotal</u>	0	0 / 0	89	0	0 / 0	44	0	6	0	11	2
Surgery (Intra-Op)	0	4 / 0	14	0	1/0	7	2	2	1	0	0
PACU & Pre-op	0	3/0	13	0	10 / 0	7	4	1	1	8	1
Day Surgery	0	0 / 0	10	0	0/0	10	0	0	0	2	1
Peri Operative Subtotal	0	7 / 0	37	0	11 / 0	24	6	3	2	10	2
Psych	0	5 / 0	0	0	0/0	0	12	0	0	4	0
Skilled/Rehab	0	2/0	87	20	0 / 0	0	9	0	0	4	1
Other Subtotal	0	7 / 0	87	20	0 / 0	0	21	0	0	8	1
TOTAL	4	31/9	369	70	47 / 12	169	34	19	10	51	10
Emergency	3	4 / 0	19	0	6/0	30	2	0	4	4	3

Facility	Contact Info	Capaci ty	Avg. Occupancy	Specialty	Preferred Holding Area and Alternate Care Site	Patient Acceptance Number
Advanced Health Care of Reno 961 Kuenzli St. Reno, NV 89502	Administrator <u>jhunt@ahcfacilities.com</u> 470-7200 (o) 525-4547	42	40	Rehab	Rosewood	5
Alta Skilled Nursing and Rehab 555 Hammill Ln Reno, NV 89511	Administrator <u>zachary.gray@altanursingandre</u> <u>hab.com</u> 828-5600, ext. 2601	174	115	Skilled Nursing & Rehab	Hearthstone	20
Arbors Memory Care 2121 E Prater Way Sparks, NV 89434	Administrator <u>barb@arborsmemorycare.com</u> 331-2229 284-0574	72	60	Memory Care	Brookdale Assisted Living	5
Hearthstone 1950 Baring Blvd Sparks, NV 89434	Administrator <u>susan.magluilo@fundItc.com</u> 626-2224 (0) 287-0221	125	120	Skilled Nursing & Rehab	Wingfield Hills Health and Wellness Sierra Ridge Wellness suites	5

# Appendix E - Skilled Nursing, Memory Care and Long-Term Care Facilities Capacity and Acceptance List

Life Care Center of Reno 445 Holcomb Ranch Ln Reno, NV 89511	Executive Director <u>lori_runyan@lcca.com</u> 250-1295	198	120	Skilled Nursing & Rehab	Wingfield Hills Health and Wellness	33
Lakeside Health and Wellness Suites 3101 Plumas St Reno, NV 89509	Administrator <u>kathryn.smith@fundltc.com</u> 433-5113	189	147	Skilled Nursing & Rehab	Wingfield Hills Health and Wellness Life Care Center of Reno	14
NeuroRestorative 3980 Lake Placid Drive Reno, NV 89511	Administrator <u>Frank.Bellinger@neurorestorative.c</u> <u>om</u> 470-5584	24	N/A	Skilled Nursing	N/A	5 adults 5 pediatrics
Northern Nevada State Veteran's Home 36 Battle Born Way Sparks, NV 89431	Administrator <u>Michael.ball@nnsvh.com</u> 686-8539	96	N/A	Skilled Nursing & Rehab	<ol> <li>Rosewood</li> <li>Carson Nursing and Rehab</li> <li>Southern Nevada State Veterans Home</li> </ol>	6
		I		<u> </u>		

Rosewood 2045 Silverada Blvd. Reno, NV 89512	Executive Director dohopkins@EnsignServices.net 359-3161	99	80	Skilled Nursing & Rehab	<ol> <li>High Desert Montessori School</li> <li>Park Place Assisted Living (sister facility)</li> <li>Northern Nevada Medical Center</li> </ol>	6
Sierra Ridge Health and Wellness Suites 6225 Sharlands Ave. Reno, NV 89523	Administrator <u>Ellen.Kelly@fundltc.com</u> 683-4200	141	102	Skilled Nursing	<ol> <li>Lakeside Health and Wellness</li> <li>Wingfield Health and Wellness</li> <li>Hearthstone</li> </ol>	12
Wingfield Hills Health and Wellness 2350 Wingfield Hills Rd Sparks, NV 89436	Administrator <u>Michael.Leinweber@fundltc.com</u> 335-8275	120	104	Skilled Nursing & Rehab	Lakeside Health and Wellness Suites	8

Facility	Contact Info	Capacity	Avg. Occupancy	Specialty	Preferred Holding Area and Alternate Care Site	Patient Acceptance Number
Northern Nevada Adult Mental Health Services 480 Galletti Way Sparks, NV 89431	Brian Sotomayor Administrative Services Officer III <u>bsotomayor@health.nv.gov</u> 688-2030 Fax: 775-688-0434	30	30	Behavioral Health	West Hills	10

#### Appendix F – Mental Health Facilities Capacity and Acceptance List

# Appendix G - Out of County Facility EVACUATION Numbers

Type of Patient	Barton Memorial Hospital	Carson Valley Medical Center	t-of-county facility evac Carson Tahoe Regional Medical Center	Tahoe Forest Hospital
ICU (Med/Surg)	4	2	10	2
Cardiac Care Unit	0	0	2	0
Critical Care Subtotal	4	2	12	2
Telemetry/SD/Med-Surg	8	2	23	1
Surgical (Ortho/Neuro/GSU)	12	1	27	2
Oncology	0	0	6	0
Medical/General	16	7	38	3
<u>Med-Surg/Tele</u> Subtotal	36	10	94	6
Pediatrics	4	0	3	1
Laboring/Antepartum	4	0	3	1
Postpartum	4	0	3	0
MCH Subtotal	12	0	9	2
Surgery (Intra-Op)	4	2	0	1
PACU & Pre-op	4	1	6	1
Day Surgery	2	0	4	1
<u>Peri Operative</u> <u>Subtotal</u>	10	3	10	3
Psych	0	0	30	0
Skilled/Rehab <sup>(b)</sup>	40	0	2	25
Other Subtotal	40	0	32	25
TOTAL	102	15	157	38
Emergency	6	5	0	3

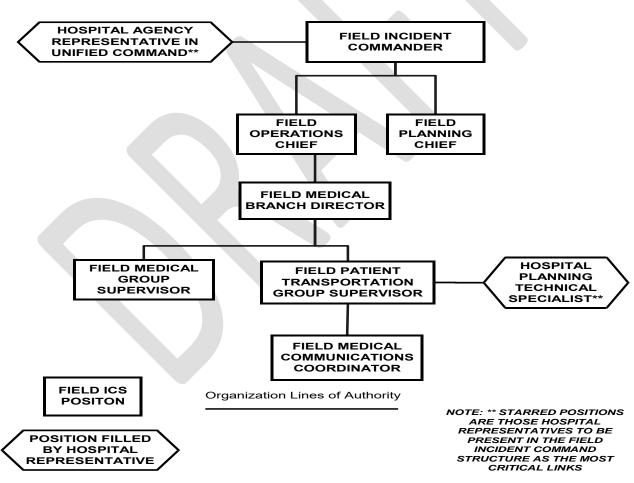
\*This chart is only for situational awareness, if an out-of-county facility evacuates\*

#### **Appendix H - Operational Concepts**

#### Incident Command System—Linkage to HICS System

The Washoe County District Health Board and the MAEA participating facilities follow the principles of the Incident Command System (ICS). Healthcare facilities also use the HICS, an internal ICS management model developed to address healthcare management functions.

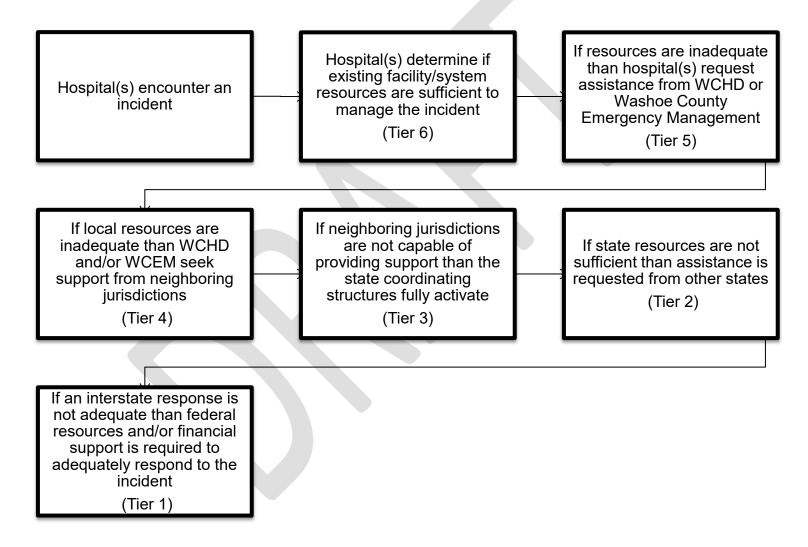
The chart below shows the relationship of the major ICS and healthcare facilities staffed ICS positions. The position that must be filled in the ICS System is the Healthcare Planning Technical Specialist. The position that must be filled in the REOC is the Healthcare Representative. Based on ICS unified command concepts, it is critical that the evacuating facility, through its facility representatives, participate in Unified Command at the command post.



#### Linkage of Hospital ICS Positions and Field ICS / Multi-Casualty Branch Positions

#### Appendix I – Nevada's Statewide Medical Surge Plan Activation Tiers

The Nevada Statewide Medical Surge Plan was developed by stakeholders throughout the state interested in ensuring the efficient and effective assistance to medical facilities in the event of a widespread emergency. The document is developed to guide the state through the steps of response and the tasks associated with each relevant discipline. Outlined below is a summary of the response tiers that would be associated with a multi-facility evacuation within Washoe County. Please refer to the complete Statewide Medical Surge Plan for more detailed response information.



#### Tier 6: Single Hospital/Healthcare Facility/System Response

Trigger: Normal operations. Existing facility/system resources are sufficient to manage the incident.

- An incident at the single facility/system level
- Emergency Medical Services (EMS) may be included to provide field-based medical care or to otherwise support the facility in an emergency
- The hospital/healthcare facility/system increases its surge capacity and capability by operating according to its emergency operations plan; internal procedures may include using all available internal resources and surge areas, expediting discharge procedures and postponing elective procedures
- The hospital/healthcare facility/system surges up to staffed bed capability to meet the additional needs
- It may be necessary for the affected hospitals/healthcare facility/system to enact established MOUs and MAAs to coordinate a system for patient care, transfer and management in anticipation of a jurisdictional response

#### Tier 5: Jurisdictional Response

Trigger: Existing facility/system resources are inadequate to respond to the incident; however, partnerships within the local/county jurisdiction are sufficient to manage the incident.

- Two or more hospitals/healthcare facilities/systems in a single jurisdiction combining their medical and health assets to coordinate their response activities
- In addition to hospitals/healthcare facilities/systems, Jurisdictional Response may include urgent care clinics, long-term care facilities, mental health facilities, 24-hour group homes, ambulatory surgery centers, private physician offices, tribal facilities, clinics and any other health or medical asset that may be brought to bear during a major medical response
- Local medical surge capacity and capability are increased by moving medical resources (e.g., personnel, facilities, equipment and supplies). This is accomplished through already established mutual aid and cooperative agreements
- Hospitals/healthcare facilities/systems could also work with local public health officials, local emergency managers, and others as needed, to coordinate and integrate information-sharing and resource management during an incident

#### Tier 4: Intrastate Regional Response

Trigger: The incident exceeds the capacity of the jurisdiction to respond and requires the support of neighboring jurisdictions. State coordination entities are required on a limited basis.

- Incidents affecting more than one jurisdiction within Nevada
- Nevada's DEM will have the responsibility as the lead for the State and to coordinate State Emergency Operations Center (SEOC) ESFs
- Event potentially involves multiple healthcare facilities crossing jurisdictional lines for resources
- Requires coordination and integration of the healthcare facilities with other response disciplines (e.g., public safety, emergency management) to maximize regional surge capacity and capability

- Public health and medical disciplines must move from a traditional support role to being part of a unified incident command system
- Healthcare facilities, local public health and emergency management partners would activate and coordinate with the DPBH and the SEOC should there be a need to request assistance

#### Tier 3: State Response

Trigger: The incident is at a level of complexity requiring significant state coordination and support. State coordination structures are fully activated.

- The SEOC will coordinate with each jurisdiction and other partners to identify needs, coordinate requests and identify the capabilities needed to meet those needs, and distribute health and medical capabilities to the areas most affected. Tribal Nations may make their requests through the SEOC or directly to the Federal Emergency Management Agency (FEMA)
- The ESF-8, public health and medical response, and the ESF-8-1, mental health, would be activated within the SEOC
- The Governor may declare a State of Emergency

#### Tier 2: Interstate Response

Trigger: State resources are not sufficient to respond, and assistance is requested from other states. (Note: cross-border relationships may exist as part of day-to-day operations at the facility/system level and would not require tier 2 activation.)

- Interstate resource coordination to respond to health and medical emergencies
- The DEM will coordinate and request deployment of Incident Management Teams (IMT) based upon local requests for capabilities to meet the needs generated by an emergency event
- Resource sharing and mutual aid will likely occur through the Emergency Management Assistance Compact (EMAC)
- The SEOC may request and receive capabilities and aid from other states through the EMAC process

#### Tier 1: Federal Response

Trigger: Federal resources and /or financial support are required to respond to the incident.

- The Governor may request a federal disaster or emergency declaration through FEMA, or in certain circumstances, make a direct request to the Secretary of the Department of Health and Human Services (DHHS) or other federal agencies to receive federal assistance
- A federal response for assistance requires a Presidential Declaration of a Disaster
- Integration of federal health and medical assets to support state authorities during a State of Emergency, Catastrophic Health Emergency, Federal Public Health Emergency or Incident of National Significance
- Federal assets are organized for response under ESFs of the National Response Framework (NRF). The federal government may either partially or fully implement the NRF in the context of a threat, anticipation of a significant event or in response to an incident requiring a coordinated Federal response

# Appendix J - Members, Contact Persons and External Holding Areas

	cute Care Facilities	
Agency/Facility Address 24 Hour Contact MAEA POC	External Holding Areas	
Incline Village Community Hospital	Incline High School 832-4260	
880 Alder Street Incline Village, NV 89451	499 Village Blvd., Incline Village	
<b>24 Hour Contact:</b> Emergency Department Nurse 24 Hour Number: 833-4100, ext. 212	Incline Middle School 832-4220 931 Southwood Blvd., Incline Village	
MAEA Contact Person: Director 833-4100, ext. 220	Incline Elementary School 832-4205 771 Southwood Blvd., Incline Village	
	IVGID Recreation Center832-1300980 Incline Way, Incline Village	
Northern Nevada Medical Center 2375 E. Prater Way Sparks, NV 89434	Vista Medical Building 356-9393 2345 E. Prater Way	
24 Hour Contact: Administrator on Duty <i>or</i> Patient Care Coordinator 331-7000 MAEA Contact Person: Director of Emergency Services, 356-4917	Medical Office Building 356-9393 2385 E. Prater Way	
Renown Regional Medical Center 1155 Mill Street Reno, NV 89502	Center for Advanced Medicine 75 Pringle Street 982-4100 Reno, NV 89502	
24 Hour Contact: Nursing Coordinator, 982-3310 MAEA Contact Person: Director of Accreditation & Regulatory Compliance and Emergency Planner, (775) 762-9931	Renown Rehabilitation Hospital 1495 Mill Street 982-3500 Reno, NV 89502	
Renown Rehabilitation Hospital 1495 Mill Street Reno, NV 89503		
<b>24 Hour Contact:</b> Administrator on Call, 982-3500 <b>MAEA Contact Person:</b> Director of Nursing, 982-3531		

#### Washoe County Acute Care Facilities

Renown South Meadows Medical Center	
10101 Double R Blvd.	
Reno, NV 89521	
24 Hour Contact:	
Hospital Operator, 982-7000	
Nursing Coordinator, 982-7020	
MAEA Contact Person:	
Quality Improvement Coordinator, 982-	
7062	
Saint Mary's Regional Medical Center	Saint Many's Contor for Health
	Saint Mary's Center for Health
235 West Sixth Street	645 N. Arlington Avenue
Reno, NV 89503	Reno, NV 89503
24 Hour Contact:	
Administrator on Duty <i>or</i> Nursing	
Supervisor, 770-3000	
MAEA Contact Person:	
Director of Facilities, 770-3299, 342-8453	
Tahoe Pacific Hospital - Meadows	
(Renown South Meadows)	
10101 Double R. Blvd	
Reno, Nevada 89521	
24 Hour Contact:	
Charge Nurse, 326-6148	
MAEA Contact Person:	
Director of Quality Management, 355-	
5970	
Tahoe Pacific Hospital - North	Northern Nevada Medical Center
(Northern Nevada Medical Center)	2375 E. Prater Way
2375 E. Prater Way	Sparks, NV 89434
Sparks, NV 89434	Sparks, IV US IS I
Sparks, 100 03434	
24 Hour Contact:	
Charge Nurse, 770-7988	
MAEA Contact Person:	
Director of Quality Management, 355- 5970	
Veterans Administration	Veteran's Memorial School 333-5090
Sierra Nevada Health Care System	1200 Locust St
975 Kirman Avenue	Reno, NV 89520
Reno, NV 89502	Weisster Wirk Colored 200 5100
	Wooster High School 333-5100
24 Hour Contact:	1331 East Plumb Lane
Administrative Officer of the Day, 328-	Reno, NV 89502
1414	
MAEA Contact Person:	
EM Specialist, 789-6634	

#### **Non-Acute Care Facilities**

Agency/Facility Address
MAEA POC
Advanced Health Care of Reno 961 Kuenzli St, Reno, NV 89502
MAEA Contact Person: Administrator, 525-4547 or 470-7200
Alta Skilled Nursing and Rehabilitation Center 555 Hammill Ln, Reno, NV 89511
MAEA Contact Person: Administrator, 828-5600 or 376-3544
Arbors Memory Care 2121 E Prater Way, Sparks, NV 89434
MAEA Contact Person: Administrator, 331-2229 or 284-0574
Hearthstone
1950 Baring Blvd, Sparks, V 89434
MAEA Contact Person: Administrator, 626 -2224 or 287-0221
Life Care Center of Reno
445 Holcomb Ranch Ln, Reno, NV 89511
MAEA Contact Person:
Executive Director, 851-0123 or 745-38941
Lakeside Health and Wellness Suites
3101 Plumas St, Reno, NV 89509
MAEA Contact Person:
Staff Development Coordinator, 829-7220
NeuroRestorative 3980 Lake Placid Drive, Reno, NV 89511
MAEA Contact Person: Administrator, 470-8260

North	nern Nevada Adult Mental Health Services
	Galletti Way, Sparks, NV 89431
700 (	Janetti way, Sparks, ito 05451
MAE	A Contact Person:
Agen	cy Manager, 688-2010
North	nern Nevada State Veterans Home
36 Ba	ttle Born Way, Sparks, NV 89431
	A Contact Person:
Admi	nistrator, <b>775-827-2955</b>
	wood Rehabilitation Center
2045	Silverada Blvd., Reno, NV 89512
MAF	A Contact Person:
	itive Director, 359-3161
	·
	a Ridge Health and Wellness Suites
6225	Sharlands Ave, Reno, NV 89523
MAE	A Contact Person:
	nistrator, 683-4200
/ tariii	
Wing	field Hills Health and Wellness
2350	Wingfield Hills Rd Sparks, NV 89436
MAE	A Contact Person:
Admi	nistrator, 335-8275

#### **Additional Contacts**

EMResource/Nevada Division of Public and Behavioral Health Dr. Malinda Southard, 684-4039 Rodney Wright, 684-3242

Washoe County District Health EMS Coordinator, 326-6043 or 544-4847 PHERC, 328-2440

Washoe County Emergency Operations Center Medical Services Unit, 337-5831 Fax: 337-5891

# Out of County Facilities

Agency/Facility Address 24 Hour Contact MAEA POC	External Holding Areas
Barton Memorial Hospital	Lake Tahoe Community College - Gym
2170 South Avenue	1 College Drive
South Lake Tahoe, CA 96150	South Lake Tahoe, CA 96150 (530) 541-4660
24 Hour Contact:	
Nursing Supervisor, 530-543-5736	South Lake Tahoe Airport - Heated Hangar
MAEA Contact Person:	1901 Airport Rd.
EM Coordinator/Safety Manager, 543-	South Lake Tahoe, CA 96150
5707	(530) 542-6180
Carson Tahoe Regional Medical Center 1600 Medical Parkway	
Carson City, NV 79702-2168	
24 Hour Contact:	
Nursing Admin, 315-7125	
MAEA Contact person:	
445-8023 or 291-1201	
Carson Valley Medical Center	Jobs Peak Internal Medicine & Family
1107 Hwy 395	Practice
Gardnerville, NV 89410	1516 Virginia Ranch Road, Gardnerville 783-3081
24 Hour Contact:	
ER Department, 782-1600	
MAEA Contact Person:	
MAEA Contact Person: Safety Officer , 782-1677	Taughan Community Arts Contan
MAEA Contact Person: Safety Officer, 782-1677 Tahoe Forest Hospital System	Truckee Community Arts Center
MAEA Contact Person: Safety Officer , 782-1677Tahoe Forest Hospital System 10121 Pine Ave.	Truckee Community Arts Center 10046 Church Street Truckee, CA 96161
MAEA Contact Person: Safety Officer, 782-1677 Tahoe Forest Hospital System	10046 Church Street Truckee, CA 96161
MAEA Contact Person: Safety Officer, 782-1677 Tahoe Forest Hospital System 10121 Pine Ave. Truckee, CA 96161	10046 Church Street Truckee, CA 96161 Truckee Veteran's Hall
MAEA Contact Person: Safety Officer , 782-1677Tahoe Forest Hospital System 10121 Pine Ave. Truckee, CA 9616124 Hour Contact:	10046 Church Street Truckee, CA 96161
MAEA Contact Person: Safety Officer, 782-1677 Tahoe Forest Hospital System 10121 Pine Ave. Truckee, CA 96161	10046 Church Street Truckee, CA 96161 Truckee Veteran's Hall
MAEA Contact Person: Safety Officer , 782-1677Tahoe Forest Hospital System 10121 Pine Ave. Truckee, CA 9616124 Hour Contact: AOD/House Supervisor	10046 Church Street Truckee, CA 96161 Truckee Veteran's Hall 10214 High Street Truckee, CA 96160
MAEA Contact Person: Safety Officer , 782-1677Tahoe Forest Hospital System 10121 Pine Ave. Truckee, CA 9616124 Hour Contact: AOD/House Supervisor 530-587-6011 ext. 0	10046 Church Street Truckee, CA 96161 Truckee Veteran's Hall 10214 High Street Truckee, CA 96160 Sierra Mountain Middle School
MAEA Contact Person: Safety Officer , 782-1677Tahoe Forest Hospital System10121 Pine Ave. Truckee, CA 9616124 Hour Contact: AOD/House Supervisor 530-587-6011 ext. 0MAEA Contact Person: Director of Facilities, 530-582-3508	10046 Church Street Truckee, CA 96161 Truckee Veteran's Hall 10214 High Street Truckee, CA 96160 Sierra Mountain Middle School 11603 Donner Pass Rd. Truckee, CA
MAEA Contact Person: Safety Officer , 782-1677Tahoe Forest Hospital System10121 Pine Ave. Truckee, CA 9616124 Hour Contact: AOD/House Supervisor 530-587-6011 ext. 0MAEA Contact Person: Director of Facilities, 530-582-3508 EOC FAX Number: 775-337-5894	10046 Church Street Truckee, CA 96161 Truckee Veteran's Hall 10214 High Street Truckee, CA 96160 Sierra Mountain Middle School 11603 Donner Pass Rd. Truckee, CA
MAEA Contact Person: Safety Officer , 782-1677Tahoe Forest Hospital System10121 Pine Ave. Truckee, CA 9616124 Hour Contact: AOD/House Supervisor 530-587-6011 ext. 0MAEA Contact Person: Director of Facilities, 530-582-3508	10046 Church Street Truckee, CA 96161 Truckee Veteran's Hall 10214 High Street Truckee, CA 96160 Sierra Mountain Middle School 11603 Donner Pass Rd. Truckee, CA

# Appendix K – Facility Communications Information SAINT MARY'S

	PHONE	FAX
Switchboard/PBX	775-770-3000	N/A
Nursing Administration	775-770-3012	775-770-3671
Security Department	775-770-3135	775-324-7809
Safety Department	775-770-3299	775-324-3680
Admitting	775-770-6559	775-770-6171
Emergency Department	775-770-3188	775-770-3490
Operations Center	775-770-3761	775-770-3737

#### **RENOWN REGIONAL**

	PHONE	FAX
Switchboard/PBX	775-982-4100	
Nursing Administration	775-982-4629	775-982-4628
Security Department	775-982-7998	775-982-6660
Safety Department	775-982-4173	775-982-4337
Admitting	775-982-4140	775-982-2185
Emergency Department	775-982-4144	775-722-5555
Operations Center	775-982-6891	775-982-6890

#### INCLINE VILLAGE

	PHONE	FAX
Switchboard/PBX	775-833-4100 or 832- 3810	775-831-2790
Nursing Administration	775-833-4100 Ext 214	775-832-3800
Security Department	775-833-4100	
Safety Department	775-833-4100	
Admitting	775-833-4100, ext. 213	775-831-2790
Operations Center	775-833-4100	

#### **RENOWN REHAB**

	PHONE	FAX
Switchboard/PBX	775-982-3500 and 3530	775-722-3665
Nursing Administration	775-982-3512	775-329-3667
Security Department	775-982-7998	775-982-6660
Safety Department	775-982-4173	
Admitting	775-982-3510	
Operations Center	775-982-3505	775-348-4696

#### VA MEDICAL CENTER

	PHONE	FAX
Switchboard/PBX	775-786-7200 After hrs: 328-1247	
Nursing Administration	775-328-1497	775-334-4163
Security Department	775-328-1234	
Safety Department	775-328-1472	
Admitting	775-328-1294	
Emergency Department	775-328-1297	775-328-1783
Operations Center	775-328-1450	775-328-1447

#### **RENOWN SOUTH MEADOWS**

	PHONE	FAX
Switchboard/PBX	775-982-7000	775-982-7072
Nursing Administration	775-982-7020	775-982-7027
Security Department	775-982-7362	775-982-7079
Safety Department	775-982-7362	775-982-7079
Admitting	775-982-7300	775-982-7340
Emergency Department	775-982-7144	775-982-7146
Operations Center	775-982-7010	775-982-7072

#### TAHOE PACIFIC - NORTH

	PHONE	FAX
Switchboard/PBX	775-770-7988	775-770-7976

#### TAHOE PACIFIC - MEADOWS

		PHONE	FAX
)	Switchboard/PBX	775-326-6148	775-326-6185

#### NORTHERN NEVADA MEDICAL CENTER

	PHONE	FAX
Switchboard/PBX	775-331-7000	
Nursing Administration	775-356-4008	775-356-4932
Security Department	775-745-8891	775-356-4527
Safety Department	775-352-5383	775-356-4885
Admitting	775-356-4961	775-331-3399
Emergency Department	775-356-4040	775-356-4943
Operations Center	775-356-5322	775-356-4986

#### CARSON VALLEY

	PHONE	FAX
Switchboard/PBX	775-782-1500	N/A
Nursing Administration	775-783-4848	775-783-4849
Emergency Mgr./Security	775-782-1693	775-783-4849
Emergency Department	775-782-1600	775-782-1633
Admitting	775-782-1880	775-782-1504
Operations Center	775-782-1525	775-783-4849

#### **CARSON TAHOE**

	PHONE	FAX
Switchboard/PBX	775-445-8000	
Nursing Administration	775-315-7125	
Security Department	775-291-1203	
Safety Department	775-291-1201	
Admitting	775-445-8727	
Emergency Department	775-445-8733	

#### TAHOE FOREST

	PHONE	FAX
Switchboard/PBX	530-587-6011	530-582-3271
Nursing Administration	530-587-3541	530-582-6644
Security	n/a	n/a
Safety	n/a	n/a
Admitting	530-587-6011	530-582-3271
Emergency Department	530-582-3208	530-582-3201
Operations Center	530-582-6213	

#### **BARTON MEMORIAL**

	PHONE	FAX
Switchboard/PBX	530-541-3420	
Nursing Administration	530-543-5829	530-543-5513
Security Department	530-543-5521	530-544-0651
Safety Department	530-543-5707	530-541-8683
Admitting	530-543-5127	530-541-0554
Emergency Department	530-543-5890	530-541-6374
Operations Center4	530-543-5244	530-543-5840

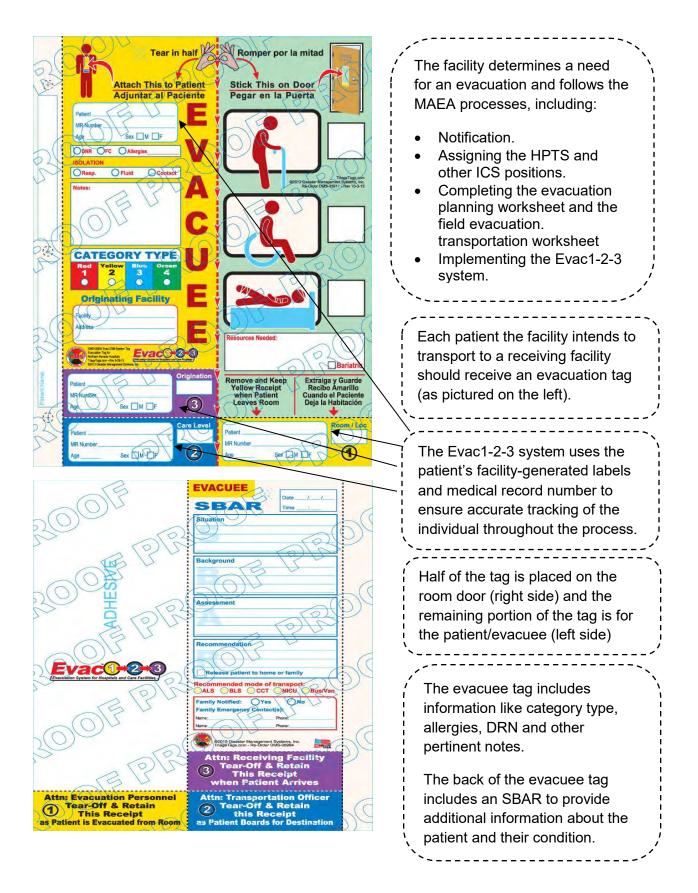
# Appendix L – Acute Care Facility Mileage Chart

Facilities	Incline Village	NNMC & Tahoe Pacific North	RRMC	Renown Rehab	Renown So. Meadows & Tahoe Pacific Meadows	St Mary's Regional	VA Medical Center		Barton Memorial	Carson Tahoe	Carson Valley	Tahoe Forest
Incline Village	0	41	34.4	34.2	27.8	37	34.4		29.8	30.8	37.7	19.6
NNMC & Tahoe Pacific North	41	0	8.4	8.1	14.4	8.2	8.8	acilities	68.7	34.5	57	39.9
RRMC	34.4	8.4	0	.3	7.5	1.8	1	Regional Facilities	61.8	27.6	50.1	34
Renown Rehab	34.2	8.1	.3	0	7.2	2.1	.8	Other R	61.5	27.3	49.8	34.3
Renown So. Meadows & Tahoe Pacific Meadows	27.8	14.4	7.5	7.2	0	12.1	9.5	0	54.8	20.6	43.1	43.8
Saint Mary's Regional	37	8.2	1.8	2.1	12.1	0	2.4		64	29.8	52.3	32.5
VA Medical Center	34.4	8.8	1	.8	9.5	2.4	0		61.6	27.4	49.9	34.5

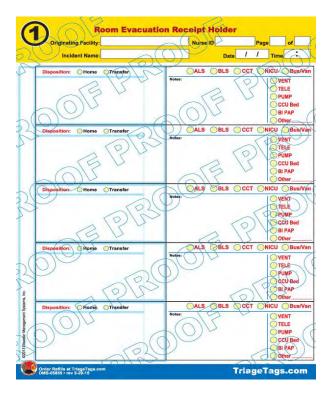
Appendix M – Map of SNFs/LTC/Memory and Mental Health Member Facilities



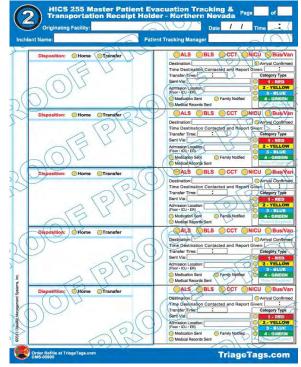
#### Appendix N – DMS Evac1-2-3 System



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The number 1 receipt holder is used by the evacuating facility to track when the patient has been taken from the room to the staging/holding or transportation area.



The number 2 receipt holder is used by the HTSP and the PTGS to track when the patient has be assigned and placed in a transportation resource.



The number 3 receipt holder is used by the receiving facility to track when the patient has arrived at their facility and where the patient will reside within their facility.

#### Appendix O - HICS 255 - MASTER PATIENT EVACUATION TRACKING

**PURPOSE:** The HICS 255 - Master Patient Evacuation Tracking form records the disposition of patients during a facility evacuation.

**ORIGINATION:** Completed by Planning Section Situation Unit Leader or designee (Patient Tracking Manager).

**NOTES:** The form may be completed with information taken from each HICS 260 - Patient Evacuation Tracking form. If additional pages are needed, use a blank HICS 255 and repaginate as needed. You can also download this form from WebEOC.

NUMBER	TITLE	INSTRUCTIONS				
1	Incident Name	Enter the name assigned to the incident.				
2	Operational Period	Enter the start date $(m/d/y)$ and time (24-hour clock) and end date and time for the operational period to which the form applies.				
3	Patient	Evacuation Information				
	Patient Name	Enter the full name of the patient.				
	Medical Record #	Enter medical record number.				
	Evacuation Triage Category	Indicate the categories as defined by the facility (not necessarily the same as emergency department admitting triage system).				
	Mode of Transport	Indicate the mode of transport or write in if not indicated.				
	Disposition	Indicate the patient's disposition.				
	Accepting Hospital or Location	Enter the accepting hospital or location (e.g., Alternate Care Site, holding site).				
	Time hospital contacted & report given	Enter time prepared (24-hour clock).				
	Transfer Initiated	Enter time, vehicle company, and ID number.				
	Medical Record Sent	Indicate yes or no.				
	Medication Sent	Indicate yes or no.				
	Family Notified	Indicate yes or no.				
	Arrival Confirmed	Indicate yes or no.				
	Admit Location	Indicate the applicable site.				
	Expired	Enter time (24-hour clock) of deceased if				
4	Prepared by	Enter the name and signature of the person preparing the form. Enter date (mm/dd/yy), time prepared (24-hour clock), and facility.				

#### **HICS 255 - MASTER PATIENT EVACUATION TRACKING**

1. Incident Name			2. Operational DATE: FROM	,	) тс	);	
3. Patient Evacuation Information							
PATIENT NAME		Medi	cal Record #		n Triage Category □ deLAYED □ MINOR	Mode o Transpo □ cct □ ALS □	ort
Disposition DISCHARGE TRANSFER MORGUE			Accep	oting Hospital or Loca	tion	Time hospital contacted	d & report given
Transfer Initiated (Time/Transport Co./ #)	Medical Record Sent		ication Sent	Family Notified	Arrival Confirmed		Expired (time)
PATIENT NAME		Medical Record # Evacuation Triage Category  IMMEDIATE DELAYED MINOR		Mode o			
Disposition  Discharge TRANSFER MORGUE			Accep	nting Hospital or Loca	tion	Time hospital contacted	d & report given
Transfer Initiated (Time/Transport Co./ #)	Medical Record Sent		ication Sent	Family Notified	Arrival Confirmed	Admit Location	Expired (time)
PATIENT NAME		Medical Record # Evacuation Triage Category			Mode of Transport		
	Disposition Discharge TRANSFER MORGUE	Accepting Hospital or Location			ition	Time hospital contacted	d & report given
Transfer Initiated (Time/Transport Co./ #)	Medical Record Sent		ication Sent	Family Notified	Arrival Confirmed	Admit Location	Expired (time)
PATIENT NAME		Medical Record # Evacuation Triage Category			Mode of           Transport           □ CCT □ ALS □ BLS □		
	Disposition DISCHARGE TRANSFER MORGUE	Accepting Hospital or Location		Time hospital contacted & report given			
Transfer Initiated (Time/Transport Co./ #)	Medical Record Sent		ication Sent	Family Notified	Arrival Confirmed	Admit Location	Expired (time)
PATIENT NAME		Medical Record # Evacuation Triage Category		Mode o Transpo	ort		
	Disposition DISCHARGE TRANSFER MORGUE		Accer	bting Hospital or Loca	ition	Time hospital contacted	d & report given
Transfer Initiated (Time/Transport Co./ #)	Medical Record Sent		ication Sent	Family Notified	Arrival Confirmed	Admit Location	Expired (time)
PATIENT NAME		Medical Record # Evacuation Triage Category  I IMMEDIATE DELAYED MINOR		Mode of Transport			

	Disposition DISCHARGE TRANSFER	Acce	oting Hospital or Locat	tion	Time hospital contacte	d & report given	
						•	
ransfer Initiated (Time/Transport Co./ #)	Medical Record Sent	Medication Sent	Family Notified	Arrival Confirmed	Admit Location	Expired (time	
	🗆 YES 🗆 NO	🗆 YES 🗆 NO	🗆 YES 🗆 NO	🗆 YES 🗆 NO			
ATIENT NAME	Medical Record #		Triage Category	Mode o Transpo	ort		
	Disposition DISCHARGE TRANSEER MORGUE	Ассер	oting Hospital or Locat	tion	Time hospital contacte	d & report given	
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PATIENT NAME		Medical Record # Evacuation Triage Category  I IMMEDIATE I DELAYED IMINOR			Mode of Transport		
	Disposition	Acce	oting Hospital or Locat	tion	Time hospital contacte	d & report given	
	<ul> <li>DISCHARGE</li> <li>TRANSFER</li> <li>MORGUE</li> </ul>						
ransfer Initiated (Time/Transport Co./ #)	Medical Record Sent	Medication Sent	Family Notified	Arrival Confirmed	Admit Location	Expired (time	
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PATIENT NAME		Medical Record #	Evacuation	Mode of Transport			
	Disposition Discharge TRANSFER MORGUE	Acce	oting Hospital or Locat	tion	Time hospital contacte	d & report given	
ransfer Initiated (Time/Transport Co./ #)	Medical Record Sent	Medication Sent	Family Notified	Arrival Confirmed	Admit Location	Expired (time	
	🗆 YES 🗆 NO	🗆 YES 🗆 NO	🗆 YES 🗆 NO	🗆 YES 🗆 NO	□ FLOOR □ ICU □ ER □ MORGUE		
		Medical Record #	Evacuation	Triage Category	Mode o	of	
				Transport			
	Disposition Discharge TRANSEER MORGUE	Acce	oting Hospital or Locat	tion	Time hospital contacte	d & report given	
ransfer Initiated (Time/Transport Co./ #)	Medical Record Sent	Medication Sent	Family Notified	Arrival Confirmed	Admit Location	Expired (time	
	🗆 YES 🗆 NO	🗆 YES 🗆 NO	□ YES □ NO	🗆 YES 🗆 NO	□ FLOOR □ ICU □ ER □ MORGUE		
			SIGNATUF				

# Appendix P – Definitions

Alternate Care Facility	A predetermined, designated location within a healthcare's system or vicinity that patients can be safely relocated to in a disaster to allow them to remain within the existing healthcare system.
Amateur Radio Emergency Services	A corps of trained amateur radio operator volunteers organized to assist in public service and emergency communications.
Authority Having Jurisdiction (AHJ)	The government agency responsible for public safety or code enforcement within any given geographical area.
Care Capacity	The number of beds for which the facility is able to staff to provide care.
Crisis Action Team (CAT)	A team of government officials, led by the County Manager, which is tasked with determining/authorizing the activation of the EOC.
Critical Care Unit	A generalized term to include Intensive Care, Cardiac Care, Cardiac Surgery, Pediatric Intensive Care, Neonatal Intensive Care Units, patients undergoing surgical procedures, and patients that are in Post Anesthesia Recovery (PACU).
Declared Disaster	Executive order from the authority having jurisdiction (i.e. governor or president) declaring a state of emergency, which activates disaster response and recovery aspects of the state, local, inter-jurisdictional or federal emergency plans.
Disaster Management Systems (DMS)	DMS is a private company that developed several types of products to improve the state of preparedness when a disaster occurs.
Emergency Operations Center (EOC)	A secured site where public officials exercise support, direction and control of an emergency in concert with public and private agencies.
Environment of Care	A term used to describe the building, equipment and people that provide services that allows patient care to take place.
External Holding Area	A sheltered location close to the evacuating facility where patients can be temporarily held for safety purposes and during which an assessment of the facility may take place. From there, the patients are either returned to the original facility, or dispersed to other members. External holding areas are primarily used during an immediate evacuation.

Federal Emergency Medical Treatment and Labor Act (EMTALA)	The Federal Emergency Medical Treatment and Labor Act, also known as COBRA or the Patient Anti-Dumping Law. EMTALA requires most facilities to provide an examination and needed stabilizing treatment, without consideration of insurance coverage or ability to pay, when a patient presents to an emergency room for attention to an emergency medical condition.
Command Post	The designated location where primary command functions are executed.
Incident Commander (IC)	The person from the Authority Having Jurisdiction who responds to the emergency and who is responsible for all decisions relating to the incident and management of incident operations (i.e. fire or law enforcement).
HICS	An Incident Command System designed specifically for use in the medical environment.
Health Insurance Portability and Accountability Act (HIPPA)	A U.S. law designed to provide privacy standards to protect patients' medical records and other health information provided to health plans, doctors, hospitals and other health care providers.
Hospital Command Center	A location where primary emergency response functions are carried out to manage a healthcare disaster or emergency.
IC	The Incident Commander leads the healthcare disaster response efforts.
Incident Command System (ICS)	An operational command and control organizational system to manage resources based on the principle functions performed in any disaster. These are: Command, Operations, Finance, Logistics, and Planning.
Inter-Hospital Coordinating Council (IHCC)	The IHCC was organized in 1994 for the purposes of collaborating and coordinating the efforts of healthcare facilities and community stakeholders to mitigate against, prepare for, respond to, and recover from hazards impacting Northern Nevada's healthcare community and their patients.
Internal Staging Areas	Pre-designated areas within a facility where patients are collected prior to being transported outside of the facility. Facilities may designate staging areas for various types of patients, i.e. ambulatory, non-ambulatory, etc.
Joint Information Center (JIC)	A facility established to arrange all incident-related public information activities.

Multi-Casualty Incident Plan (MCIP)	Guidelines maintained by the Washoe County Health District for the Reno, Sparks, and Washoe County area to effectively, efficiently and safely organize multi-casualty incidents utilizing ICS as the management tool.
North Lake Tahoe Fire Protection District (NLTFPD)	NLTFPD is an "all risk" fire district that is responsible for providing both emergency and non-emergency responses to the citizens of Incline Village/Crystal Bay, Nevada.
Patient Overflow Area	An alternative care location identified by each facility where basic patient care can take place. Such locations may be auditoriums, cafeterias, hallways, or lobbies, and are used by receiving facilities when it needs to surge its capacity to receive evacuated patients.
Political Subdivision	Under Nevada Revised Statutes 414.038, political subdivision means a city or a county.
Public Safety Answering Point (PSAP)	A call center responsible for answering calls to an emergency (and non-emergency) telephone number for police and fire.
Regional Emergency Medical Services Authority (REMSA)	A private, non-profit organization that provides paramedic ambulance services, emergency medical helicopter services, community education and outreach services as well as a nationally accredited medical emergency dispatch center.
Skilled Nursing Facility (SNF)	A facility that provides sub-acute nursing and/or rehabilitation services.
Unified Command	A method for all agencies who have jurisdictional or functional responsibility to contribute to incident planning and strategies.



EMSProgram@washoecounty.us

# WASHOE COUNTY HEALTH DISTRICT ENHANCING QUALITY OF LIFE

## Alternate Care Site Plan

July 2019



Washoe County Health District IHCC Alternate Care Site Plan July 2019



## VISION

A healthy community

## MISSION

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

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#### Executive Summary

#### Alternate Care Site Planning

A major disaster could significantly impact the ability of a community to meet its health and medical needs. In this situation, it may be necessary to identify, convert, and activate additional locations to administer such services. The Alternate Care Site (ACS) concept is a means of alleviating the burden caused by a surge of patients entering the healthcare system.

This plan is divided into two parts:

- Base Plan Summarizes the overall approach to an ACS for Washoe County.
- **Operational Tools** Information to assist with operationalizing the concepts outlined in the Base Plan.

#### Other Planning Resources

Each participating healthcare facility will maintain its own emergency management plans that include provisions for the care of patients in an emergency, maintenance of disaster equipment, training of staff, and the implementation of an internal incident command system based on the principles of the Hospital Incident Command System (HICS). During a declared emergency, a healthcare facility may convert from their current care capacity to surge capacity.

Washoe County and partner agencies have developed plans for a variety of situations that outline emergency responses. The foundation on which an ACS would activate is dependent upon the scenario and would be conditional on these plans for guidance, resources, and coordination throughout the incident.

- **Multi-Casualty Incident Plan (MCIP)** Response plan for Multi-Casualty Incidents (MCI) that occur in Washoe County.
- **Mutual Aid Evacuation Agreement (MAEA)** Response annex to the MCIP for healthcare facility evacuations.
- Family Services Center Annex (FSCA) Response annex to the MCIP that establishes a location to provide information and assistance to family members regarding unaccounted persons.
- Mass Fatality Plan Response plan that outlines Medical Examiner response to incidents resulting in fatalities that exceed their normal operating capacity.

#### Scope

The ACS Plan seeks to provide guidance, definition, and delineation of organizational responsibilities pertaining to an ACS response. This plan provides operational considerations for the evaluation, activation, operation, and demobilization of an ACS.

In large-scale incidents, a whole community approach may be required to significantly increase the level of available medical services. The ACS provides additional treatment area(s) with a minimum level of care. This site will typically be established where medical care is not usually provided.

The ACS can be implemented as one of three configurations, all supporting a field based operational structure. These operational approaches can occur independently of one another or be layered to encompass a multi-dimensional approach in response to a large catastrophic incident.

#### **Operational Approach 1: Conventional Healthcare Operations**

The ACS is being set up as a healthcare facility to support a surge of patients, not specifically affiliated with a local event. An example of this could be an increase in population which creates a surge that exceeds the current healthcare capacity.

#### **Operational Approach 2: Mass Casualty Incident**

The ACS is established to support the community, even if the location of the emergency is outside Washoe County, where patients are being seen there first. An example of this could be an incident occurs in an adjacent state and Washoe County facilities are receiving self-transported patients, which exceeds the current healthcare capacity.

#### **Operational Approach 3: Transfer or Evacuation**

The ACS is launched as a transfer point or evacuation location for an existing facility. An example of this is an incident where a facility becomes uninhabitable and exceeds the scope of the Mutual Aid Evacuation Agreement (MAEA).

In situations where traditional approaches to healthcare surge are insufficient to meet the needs of an incident, an existing healthcare facility may need to identify an area not used for patient care that can be quickly converted to serve as a treatment area (e.g., physical therapy areas, adjacent medical buildings, affiliated professional office buildings, outpatient clinics, and/or waiting rooms). Planning for this type of response should be outlined within the healthcare system's individual emergency response plan and is not within the scope of this plan.

#### Plan Administration

The Inter-Hospital Coordinating Council (IHCC), administered by the Washoe County Health District, has the overall responsibility for the review and revision of this plan. Reviews will occur bi-annually in conjunction with the MAEA. The revision process will incorporate lessons learned from training, exercises and real world events.

#### Base Plan

#### Purpose

The Washoe County ACS Plan is intended to provide a regional response plan for managing a disaster that creates a surge of patients. Specifically, the plan outlines operational concepts unique to an ACS response when healthcare facilities are limited in their abilities to meet the demands of the region.

By planning ACS operations, the community will be more prepared to provide a coordinated response for effective care to the greatest number of patients.

#### Situation

Large-scale emergencies have the potential to overwhelm any local healthcare system. In these situations, communities may need to expand their healthcare delivery system to one that includes an ACS. Depending on the severity of the incident and availability of resources in the community, activation of one or more ACSs may be considered to augment services.

#### Objectives

Patient care objectives are paramount to the success of an ACS. Objectives may include, but are not limited to:

- Triage large numbers of exposed people (e.g., radiation, pathogen, toxic substance) and facilitate treatment.
- Provide care for injured or ill patients.
- Facilitate follow-up services so patients can be safely discharged to a nonmedical site (e.g., home or general population shelter).

#### **Operational Approach**

The ACS will provide treatment at an identified location, in one of three configurations. The operational approach activated will be dependent upon the incident and the needs of the community.

The scope of care provided in an ACS will likely be limited and generally will not include laboratory, radiology, surgical, or mortuary services. Prolonged treatments requiring medical gas and certain types of isolation will present challenges at an ACS and patients should be transferred to a traditional healthcare facility as soon as possible.

#### Table 1: Alternate Care Site Recommended Scope of Care

Scope of Care Definitions			
Delivery of ambulatory / outpatient services	Supplementing emergency care through triage and treatment		
Inpatient care for sub-acute patients	Decompression of sub-acute care hospital beds to facilitate the discharge and transfer process		
Inpatient care for moderate acute patients	Decompression of acute care hospital beds for specific patients		

ACS personnel will triage and treat to the appropriate level of care. The ACS is not designed to address the following:

- Advanced Cardiac Life Support (ACLS)
- Advance Trauma Life Support (ATLS)
- Long-term Airway Management (e.g., ventilator support)
- Neonatal Advance Life Support (NALS)
- Advanced Burn Life Support (ABLS)
- Respiratory Isolation Requirements
- Continuous Oxygen Dependency
- Durable Medical Equipment
- Cold Storage of Remains/Decedents

#### Administration

The ultimate authority of the ACS facility is the sponsoring healthcare organization. The sponsoring healthcare organization is the lead agency responsible for the command and control of the ACS and is determined during the evaluation phase. This authority includes, but is not limited to, manners with respect to patient care, environmental safety, and institutional management.

The healthcare organization shall work with their legal department to review applicable codes, regulations, and licensures (e.g., medical care facility or general/special hospital) with respect to operations, liability, reimbursement, and other related issues.

#### **Operational Flow**

In order to rapidly and effectively activate an ACS, operations have been broken out into four specific phases, outlined below.

**Evaluation:** The evaluation phase begins when a threat or hazard is identified that could impact the community's ability to withstand a large surge of patients. This phase focuses on the considerations regarding possible activation of an ACS. While the ultimate decision to activate an ACS resides with the Regional Incident Commander, the recommendation to activate is made by a committee.

The evaluation committee should include, at minimum, a healthcare representative from each impacted facility, an Emergency Medical Services (EMS) representative and the Medical Services Unit (MSU). They will utilize incident specific information obtained through EMS and healthcare facility reports to assess the need for an ACS. The identification of the hospital that will serve as the ACS management team shall be included in the recommendation to activate.

Prior to approving the recommendation to activate, the Incident Commander should brief the Crisis Action Team (CAT) and any regional senior leaders. This coordination allows for a unified message.

<u>Activation</u>: This phase begins the notification of people, systems, and resources to establish the ACS management structure and team to make coordinated decisions about priorities and resources. This phase also establishes the Joint Information Center (JIC), to ensure clear cohesive messaging to the public.

Also included in this phase is the identification of a location for ACS operations. The ACS management team will coordinate with the MSU and the Regional Emergency Operations Center (REOC) Logistics section to obtain the resources needed to establish the ACS.

<u>Site Operations</u>: This phase includes all actions involved with mobilization and operating the ACS. This will include patient care, additional resource requesting, information-sharing, and maintaining situational awareness for the incident.

**Demobilization:** The demobilization phase includes all actions involved in the deactivation of the ACS. This includes returning resources, documenting expenditures, and restoring community healthcare services to a steady state.

#### **Evaluation, Activation and Site Operations**

**Evaluation Considerations:** During the evaluation phase, the evaluation committee should consider the actual versus perceived need for an ACS. The evaluation process should include possible alternatives to an ACS utilizing medical surge plans and any applicable community plans. Medical care using acceptable treatment spaces in licensed medical facilities is always better than providing care in an alternate care facility. While there is no defined deployment time, the ACS activation recommendation should include a rapid deployment strategy to ensure the needs of the community are met in a timely fashion.

The intent of the following criteria is to provide general, guiding principles that are not restrictive to incidents and events. An ACS may be recommended if the reports utilized by the committee indicate:

- Healthcare providers have explored traditional surge response practices and other strategies to respond to the incident within the community.
- Medical surge capacity in Washoe County hospitals has been, or has the potential to be, overwhelmed and/or exhausted during an emergency.
- Resources are available through internal or external sources to staff an ACS.

Determination of ownership and leadership of the ACS should be included in the recommendation to activate. The identified ACS management team will likely be

dependent on the type of care administered at the site.

Upon determination to recommend activation, the MSU will prepare the formal memorandum for the Incident Commander, who is the ultimate authority for activation. If appropriate, include within the memorandum the request for the Incident Commander to begin the process for a local emergency declaration.

Upon activation of the ACS plan, the identified ACS management team will notify their facility teams. The MSU will notify key personnel within the region, to include all healthcare facilities and EMS partners.

<u>Activation and Mobilization Protocols</u>: All ACS staff should be reminded to make appropriate personal preparations based upon the anticipated number of hours away from home. These preparations could include:

- Making arrangements for family members and pets.
- Locating personal supplies.
- Providing current contact information to key points of contact.

#### Phase 1 – Activation – Initial Actions

0-2 hours

The operations of the ACS will be conducted in alignment with the National Incident management Systems (NIMS) standards using an Incident Command System (ICS) structure. All operations should be documented on appropriate ICS forms, either electronically or in written form. An ICS Form 214 (unit log) should be completed by each unit for each operational period and provided to the MSU.

Further initial actions include, but are not limited to:

- Assign an ACS administrator to assume responsibility for planning and operations. If multiple ACSs are required, an ACS administrator should be assigned to each site.
- Ensure key positions of the ACS command structure are staffed and supported to meet operational needs. Coordinate with team members to establish a reasonable time frame for the ACS to become operational.
- Identify locations for ACS. The initial site assessment should document the condition of the facility and any facility equipment that will be utilized. At minimum, the site assessment will include an REOC logistician and the facility owner. Photos will be taken during the site assessment for reporting purposes.
- Secure the facility, control traffic flow and identify one primary and secondary entry point. Assign initial security personnel to the site.
- Establish a secure location to receive and store supplies, pharmaceuticals, and equipment. Best practice suggests a secure, climate-controlled area in close proximity to the patient treatment area.
- Provide the REOC logistics section with pre-identified supply list for immediate procurement.

- Request the regional MasCache POD 96-hour hospital pack to be transferred from Saint Mary's Regional Medical Center and/or Renown Regional Medical Center and the MasCache MOD 48-hour hospital pack from Renown Regional Medical Center to the ACS location.
- Activate all applicable contracts for services, staff, supplies, pharmaceuticals and equipment.
- Prepare staffing plan, ensuring activation of a case management and materials management teams.

#### Phase 2 – Mobilization

#### 2-4 hours

Subsequent efforts will focus on organizing the ACS setup after the site has been assessed and properly secured. At this point, key staff should prepare to receive supplies and patients. Patient tracking for the ACS will need to be maintained. ACS management will determine the variables to track. However, during demobilization, patient tracking information will need to be provided and must include reasons for visit.

Activities at this stage include:

- Alert points of contact for stakeholder agencies of staffing needs; schedule and mobilize staff for security, environmental, administrative, clinical, pharmaceutical, and personal assistance services.
- Request, obtain and distribute resources.
- Take inventory of all delivered resources.
- Set up the site per the planned layout, to include all signage.
- Establish the ACS staff check-in desk issue identification, credential, and establish shift schedules.
- Request a standby ambulance at or near the ACS to provide emergency transportation as needed for patients with medical conditions outside the scope of care.

As an established ACS, patient flow will follow standard business practices within a healthcare setting. This would include triage, treatment, admissions, and discharge. The decision to utilize triage tags will be made by the ACS management team, as the ACS is an extension of the hospital.

#### Phase 3 – Site Operations

4-13 hours

All planning considerations have been addressed and the ACS is fully functional to receive patients. The following activities of this phase include:

- Perform a final health and safety facility walkthrough to ensure compliance and a safe ACS environment.
- Address privacy issues, including communicating policies to ACS staff on maintaining privacy of patients and establish visitation procedures (including those for the media and elected officials).
- Initiate planning for demobilization, returning resources to the place of

origin, managing patient and staffing records, and transferring site management back to the facility owner.

As staff arrives at the ACS location, they will be expected to review the plan and job action sheets to become familiar with roles and responsibilities.

#### Coordination with External Agencies

#### • Emergency Management

Emergency management personnel support the local lead agency for mass care, including general population sheltering. In the case of an ACS, emergency management is assumed to have a large role in identifying the facility, obtaining resources to support the mission, and ensuring that the appropriate protection, proclamations, and declarations are in place.

#### • Washoe County Regional Emergency Operations Center

During a declared emergency, the REOC will activate to support the community. The MSU position within the REOC is filled by the Washoe County Health District and serves as a center for collecting and disseminating current information about healthcare resources and needs (including equipment, bed capacity, personnel, supplies, etc.)

The MSU will activate the Operating Status Form to monitor the condition of the healthcare facilities and the ACS. Additionally, the MSU will compile the information and publish a bed status summary to the case managers in the ACS. This will provide situational awareness regarding bed capacity and acuity levels so case management can redistribute patients to traditional healthcare facilities.

The ACS will engage local emergency management through the MSU. This creates an established chain of command between the ACS administrator, the hospital command staff, and the local jurisdiction.

If a regional approach is undertaken, it will likely involve resources from a variety of organizations and agencies. The logistics section will develop the priority allocations, track disbursement of resources and other relevant response matters.

They also work with local government to determine the best method for supplying and sustaining the ACS.

#### • Emergency Medical Services Providers

EMS providers play an essential role by triaging, treating and transporting patients. Once a regional ACS is established, triage protocols should be communicated to the field providers to assist them in effectively triaging and transporting individuals to the appropriate healthcare facility.

#### • Washoe County Health and Human Services

The Washoe County Department of Health and Human Services could be designated as the government based mass care lead agency. They may be contacted according to established protocols to plan, staff, equip, and operate general population shelters.

#### • Mental Health Providers

Mental health providers play a significant role in general population shelters. They may be requested to assist patients at an ACS. There may also be a role for mental health support in treating the staff who works within an ACS.

#### • State Level Government Agencies

State agencies may have a key role in any incident. They will work with the local jurisdiction and support requests for assistance. This assistance may include the deployment of staff, or other assets that would assist the local healthcare facility in the execution of the ACS mission.

The state's involvement will be facilitated through the REOC. With the state's involvement, the local healthcare facility may be able to access greater levels of resources from surrounding jurisdictions and states. In a declared emergency, the resources of other states may become available through the Nevada Emergency Management Assistance Compact (NEMAC).

In the event the incident overwhelms local and state resources, the state may facilitate a request for federal resources.

#### • Volunteers

#### • Voluntary Organizations Active in Disaster

Voluntary Organizations Active in Disaster (VOAD) is a collection of nonprofit organizations that may have available resources throughout the disaster cycle. VOAD and other volunteer support will be coordinated through the REOC.

#### • American Red Cross

The American Red Cross is designated as the primary communitybased organization responsible for shelter and feeding. Other capabilities exist such as nursing, mental health, and client casework.

The American Red Cross may have the responsibility to establish shelters for the general population during a disaster. In a situation where a general population shelter is activated, but displaced persons present with advanced medical needs, coordination with the ACS is necessary.

#### • Medical Reserve Corps

The Medical Reserve Corp (MRC) is a cadre of volunteers registered to respond to an emergency. The MRC is comprised of medical professionals and auxiliary support staff.

MRC volunteers are registered in the Emergency System for Advance Registration of Volunteer Health Professionals (ESAR-VHP) database. This database provides access to volunteers available to respond throughout the State and/or Nation. ESAR-VHP may provide an expedited response of credentialed key staff and volunteers.

#### • Community Emergency Response Teams

Community Emergency Response Teams CERT), organized by Washoe County Sheriff's Office, are provided training in basic disaster response skills such as fire safety, light search and rescue, team organization, and disaster medical operations.

#### • Spontaneous Unaffiliated Volunteers

Spontaneous unaffiliated volunteers often arrive at a response location ready to help. These volunteers may be skilled and are capable of meeting significant needs within an ACS. To leverage this workforce, the MRC spontaneous unaffiliated volunteer standard operating procedure should be utilized.

All licensed volunteers will be required to provide proof of license and certifications. Verification of credentials will be in accordance with appropriate emergency credentialing policy. The REOC records/planning section will maintain copies of all licensures, certifications, and proof of competency for disaster recovery records.

#### **Concept of Logistical Operations**

#### **Resource Management**

The ACS management team will be responsible for resource management at the facility, to include staffing, medical equipment, and supplies. They will work with the MSU to provide timely situationally awareness. The ACS will be made aware of available resources, including transportation, traditional healthcare facility capacity throughout the incident from the MSU and/or REOC representative. The movement of the patients will be coordinated through the ACS case managers.

#### **Patient Tracking**

Accurate patient tracking is a critical function of the ACS, as relatives, media, and incident investigators will be trying to locate individuals. Patient tracking is the responsibility of all medical responders. The use of the WebEOC Healthcare Evacuation Board is an option for patient tracking. This board allows ACS personnel to input patient information. It can also be utilized for family reunification.

All traditional patient transfer procedures should be followed and communicated with EMS and hospitals. Case management personnel coordinate outpatient to inpatient status, discharge, and transfer to a traditional healthcare facility. Before the transfer is allowed, confirmation is required by receiving facility, with all transfers being accepted on the condition of available space and staffing.

#### **Staffing Plan**

#### General Staffing Strategy

The ACS Staffing Plan encompasses both clinical and nonclinical staff. This includes site set-up, clinical operations, support functions, and command staff. It is important that ACS staff understand the incident may require them to fill various positions and take on new responsibilities over time.

A healthcare facility's first option to address staffing demands is to depend on their existing staff and reassign non-essential roles. When they have maximized the productivity of their existing staff, they would call upon external sources for temporary staff, which could include the Hospital Mutual Aid Agreement, Memorandum of Understanding. Once these sources are exhausted, additional staffing resources will be requested through the MSU and the REOC structure.

It is expected that the command staff should project for a minimum of seven days of operation. The shift hours will be aligned with standard operating practices. Staff should remain assigned to the same site for the duration of the operation or until their skills are no longer required. Upon arrival, staff should sign in and record their time worked on the provided time accounting worksheet

Staff-to-patient ratios will be reviewed by the ACS management team. The staffing pattern should be adjusted based on the site layout and availability of resources.

**Infection Prevention:** Infection Control personnel have a requirement of 1 per 100 patients. The Infection Preventionist may be assigned to oversee up to the 100 patient thresholds at multiple locations, if they are being managed by the same facility.

<u>**Patient Access:**</u> Admitting staff are responsible for patient tracking, which includes admission and transfers of patients within a facility. These staff should be activated and assigned based on the facility standard operating processes.

<u>Medical Director</u>: The host healthcare facility should identify the medical director for the ACS. The medical director should be available for the duration of the ACS operation for medical consultation, which can occur virtually or in person. This individual should be prepared to serve in an advisory role for all clinical staff.

For the purposes of initial staffing estimates, a 25 bed ACS is assumed. The table below outlines the suggested minimum staffing for an Alternate Care Site, to include additional surge staffing considerations for the following specialized areas:

- Emergency room (ER)
- Skilled nursing facility (SNF)
- Orthopedics (Ortho)
- Obstetrics (OB)
- Pediatrics (Pedi)
- Mental health (MH)

Assignment	Priority	ACS	+ER	+SNF	+Ortho	+OB	+Pedi	+MH
Physician	High	1	1	1	1	1	2	1
Physician extender (PA/NP) <sup>1</sup>	High	1	1	1	2	2	2	1
RNs or RNs/LPNs	High	3	5	3	5	5	5	5
Health technicians	High	2	2	2	1	1	1	2
Unit secretaries	Med	1	1	1	1	1	1	1
Respiratory therapist	Med	1	1	1	0	0	1	0
Case manager	Med	1	1	1	1	1	1	2
Social worker	Med	1	1	1	0	0	0	2
Housekeepers	Med	1	1	1	1	1	1	1
Lab personnel	Low	1	1	1	0	1	1	1
Medical assistant/ phlebotomy	Low	1	1	1	0	0	0	1
Food service	Low	1	1	2	0	0	1	1
Chaplain/pastoral	Low	1	1	1	0	1	1	1
Volunteers/care assistants	Med	2	2	2	1	1	1	1
Engineering/maintenance	Med	1	1	1	1	1	1	1
Biomed-to set up equipment	High	1	1	1	1	1	1	1
Security	Med	1	1	1	1	1	1	1
Patient transporters	Med	1	1	1	1	1	1	1
Total ACS staff / 12-hour shift:	-	22	24	23	17	19	22	24

<sup>1</sup> Physician's Assistant/Nurse Practitioner (PA/NP)

#### Staff Training

Just-in-time training refers to rapid training courses designed to familiarize staff with processes and operations. On-site and/or just-in-time training courses may include:

- Site operations and procedures
- Patient tracking and patient valuables tracking
- Report procedures, check-in procedures, and credentialing
- Personal protective equipment, medical evaluation and testing, infection control, and fit testing
- Medical records keeping, storage, and chain of command
- Communication procedures
- Procedures for obtaining prescriptions

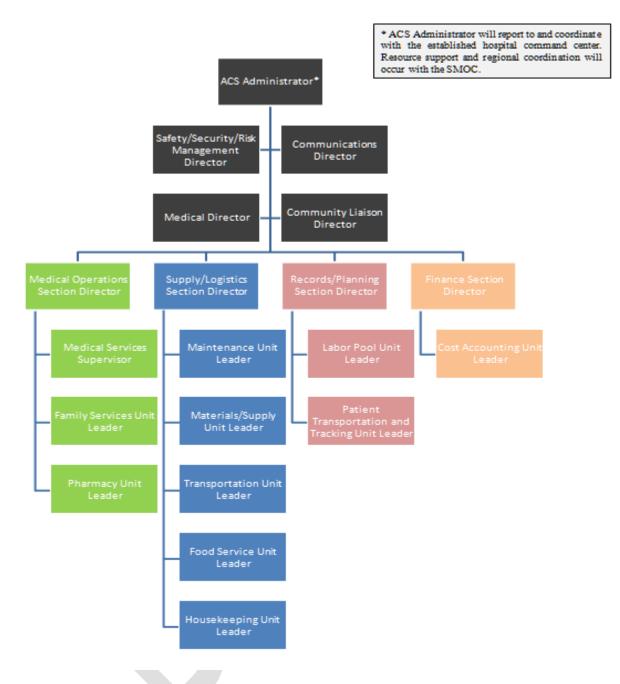
- 911 protocols
- Logistics

#### Staffing Communications Protocols

Within the ACS and consistent with all operational approaches, a strong communication infrastructure must be present for adequate and timely notifications to outside agencies and personnel. The Communication Plan of the Inter-Hospital Coordinating Council will be followed to ensure information is shared throughout the ACS operations.

#### **Organizational Structure**

The organizational chart displayed below highlights the essential functions recommended to carry out ACS operations. The chart is based on ICS principles. The number of actual positions is scalable based on operational needs, span of control, and resources available. Appendix 1 provides job action sheets for each of the positions within the ACS Organizational Structure.



#### Demobilization

Demobilization is the process by which an ACS ceases operation and transitions patients back to a traditional healthcare facility or discharges them from the medical system.

#### Trigger for Demobilization

Immediately upon activation, a committee comprised of a representative from each impacted healthcare facility, EMS representative(s), the MSU, an ACS liaison, and an REOC planning section representative, will begin planning for demobilization. The decision demobilize will be dependent upon the needs of the incident, available resources, and patient census in traditional healthcare facilities. This committee will provide a recommendation to the Incident Commander for approval.

Prior to approving, the Incident Commander should brief the CAT and any regional senior leaders. This coordination ensures a unified regional message.

#### Procedures for Closure

Patients should be transitioned to the most appropriate facility, according to medical status. It is important to allow a reasonable amount of time and assistance to find suitable locations for the sustainment of care.

The REOC Logistics section is responsible for coordination with the ACS Logistics section (if activated) to demobilize the facility. The regional logistician will participate in the walk through with the facility owner to ensure pre-state conditions. Photos will be taken for reporting considerations.

Items to ensure seamless demobilization include, but are not limited to:

- Arrange for the transfer of medical records and/or establish storage procedures and location to ensure future availability of records and documentation.
- Terminate ongoing contracts or arrangements.
- Conduct an assessment of efforts, resources, actions, leadership, coordination, and communication in order to improve future operations.

#### Financial Considerations and Reporting

Accounting for the costs associated with the operation of an ACS will occur at the REOC. The cost accounting system utilized by the managing healthcare facility must separate all disaster-related costs from other activities and capture the information necessary to justify disaster-related costs. The REOC Finance section will coordinate with the ACS management team financial liaison to ensure all costs are accurately captured.

The accounting system should document separate costs in each of the following categories.

#### Employed Labor Costs

- Account for labor hours by individual, rates of pay, duty assignment, and work locations.
- Breakdown of fringe benefits for regular employees and emergency hires, including both regular and overtime rates.

Equipment and Contract Labor Costs

- Equipment used, hours of use, equipment rates (local rates or government cost code), location of work, and name of employee operator.
- Services contracted, location of work, costs, and invoices.
- If applicable, listing of equipment damaged and cost to repair or replace.

#### Other Supporting Records

- Labor policies in effect at the time of disaster.
- Insurance adjustments, settlements, and other documents and records

related to project worksheets.

- Volunteer labor records to include, for each volunteer, a record of hours, location, and description of work performed.
  - FEMA recommends that each volunteer's time in and time out be recorded.
- Donated equipment to include, equipment name, hours of use and work location.
- Photographs of work sites before and after, labeled with location and date. (Photos to be taken during site assessment and demobilization walk through).
- Mutual aid and assistance agreements utilized.
- All other documents or costs associated with the ACS.

At the time of the activation, the REOC Finance section will determine what source documentation will be needed for the financial reports.

The tracking and monitoring of potentially eligible expenses is critical, so that if and when funding becomes available, the region is in a position to maximize reimbursement and other forms of assistance.

	Acronym List
AAR/IP	After Action Report/Improvement Plan
ABLS	Advanced Burn Life Support (ABLS)
ACLS	Advanced Cardiac Life Support (ACLS)
ACS	Alternate Care Site
ADA	Americans with Disabilities Act
ATLS	Advance Trauma Life Support (ATLS)
DMAT	Disaster Medical Assistance Team
ED	Emergency Department
EMA	Emergency Management Agency
EMAC	Emergency Medical Assistance Compact
EMS	Emergency Medical Services
EOC	Emergency Operations Center
ER	Emergency Room
ESAR-VHP	Emergency System for Advance Registration of Volunteer Health Professionals
ESF	Emergency Support Function
FEMA	Federal Emergency Management Agency
FMS	Federal Medical Station
HHS	[U.S. Department of] Health and Human Services
HICS	Hospital Incident Command System
HSEEP	Homeland Security Exercise Evaluation Program
IC	Infection Control
ICS	Incident Command System
IHCC	Inter-Hospital Coordinating Council
JAS	Job Action Sheets
LVN	Licensed Vocational Nurses
MOA	Memorandum of Agreement
MOU	Memorandum of Understanding
NALS	Neonatal Advance Life Support
NHA	Nevada Hospital Association
NIMS	National Incident Management System
NP	Nurse Practitioner
ОВ	Obstetrics
PA	Physician's Assistant
RERC	Regional Emergency Resource Coordination [Plan]
RHCC	[Region 4] Regional Hospital Coordination Center
RHCP	Regional Healthcare Coordination Plan
RN	Registered Nurse
SMSG	Shelter Medical Support Group
SNF	Skilled Nursing Facility
SOG	Standard Operating Guidelines
VOAD	Voluntary Organizations Active in Disaster

#### Operational Tools Appendix 1: 1135 Waiver

#### Requesting an 1135 Waiver\*

#### Definition of an 1135 Waiver

When the President declares a disaster or emergency under the Stafford Act or National Emergencies Act and the HHS Secretary declares a public health emergency under Section 319 of the Public Health Service Act, the Secretary is authorized to take certain actions in addition to their regular authorities. For example, under section 1135 of the Social Security Act, the Secretary may temporarily waive or modify certain Medicare, Medicaid, and Children's Health Insurance Program (CHIP) requirements to ensure that sufficient health care items and services are available to meet the needs of individuals enrolled in Social Security Act programs in the emergency area and time periods, and that providers who provide such services in good faith can be reimbursed and exempted from sanctions (absent any determination of fraud or abuse). Examples of these 1135 waivers or modifications include:

- Conditions of participation or other certification requirements
- Program participation and similar requirements
- Preapproval requirements

• Requirements that physicians and other health care professionals be licensed in the State in which they are providing services, so long as they have equivalent licensing in another State (this waiver is for purposes of Medicare, Medicaid, and CHIP reimbursement only – state law governs whether a non-Federal provider is authorized to provide services in the state without state licensure)

• Emergency Medical Treatment and Labor Act (EMTALA) sanctions for direction or relocation or of an individual to receive a medical screening examination in an alternative location pursuant to an appropriate state emergency preparedness plan (or in the case of a public health emergency involving pandemic infectious disease, a state pandemic preparedness plan) or transfer of an individual who has not been stabilized if the transfer is necessitated by the circumstances of the declared emergency. A waiver of EMTALA requirements is effective only if actions under the waiver do not discriminate on the basis of a patient's source of payment or ability to pay.

- Stark self-referral sanctions
- Performance deadlines and timetables may be adjusted (but not waived).
- Limitations on payment for health care items and services furnished to Medicare Advantage enrollees by non-network providers

These waivers under section 1135 of the Social Security Act typically end no later than the termination of the emergency period, or 60 days from the date the waiver or modification is first published unless the Secretary of HHS extends the waiver by notice for additional periods of up to 60 days, up to the end of the emergency period. Waivers for EMTALA (for public health emergencies that do not involve a pandemic disease) and HIPAA requirements are limited to a 72-hour period beginning upon implementation of a hospital disaster protocol. Waiver of EMTALA requirements for emergencies that involve a pandemic disease last until the termination of the pandemic-related public health emergency. The 1135 waiver authority applies

#### \*Revised 12/14/11 for Region IX and X State and Territorial Directors Meeting

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only to Federal requirements and does not apply to State requirements for licensure or conditions of participation.

#### Other Flexibilities

In addition to the 1135 waiver authority, Section 1812(f) of the Social Security Act (the Act) authorizes the Secretary to provide for skilled nursing facility (SNF) coverage in the absence of a qualifying hospital stay, as long as this action does not increase overall program payments and does not alter the SNF benefit's "acute care nature" (that is, its orientation toward relatively short-term and intensive care).

#### Determining if Waivers Are Necessary

In determining whether to invoke an 1135 waiver (once the conditions precedent to the authority's exercise have been met), the Assistant Secretary for Preparedness and Response (ASPR) with input from relevant OPDIVS determine the need and scope for such modifications. Information considered includes requests from Governor's offices, feedback from individual healthcare providers and associations, and requests to regional or field offices for assistance.

#### How States or Individual Healthcare Providers Can Ask for Assistance or a Waiver

Once an 1135 Waiver is authorized, health care providers can submit requests to operate under that authority or for other relief that may be possible outside the existing authority to the State Survey Agency with a copy to the CMS Regional Office. Email addresses for the CMS Regional Office in their service area are listed below. Information on your facility and justification for requesting the waiver will be required.

#### Review of 1135 Waiver requests

The CMS Division Associate Regional Administrator, Regional Emergency Coordinators, Consortium Administrator's Deputy, and State Agency will review and validate the 1135 waiver requests to ensure they are justified and supportable.

#### Implementation of 1135 Waiver Authority

Providers must resume compliance with normal rules and regulations as soon as they are able to do so, and in any event the waivers or modifications a provider was operating under are no longer available after the termination of the emergency period.

Federally certified/approved providers must operate under normal rules and regulations, unless they have sought and have been granted modifications under the waiver authority from specific requirements.

#### Frequently Asked Questions

Further information on the 1135 Waiver process can be found at: https://www.cms.gov/Emergency/01\_overview.asp#TopOfPage

#### CMS Survey & Certification Emergency Preparedness Website

https://www.cms.gov/SurveyCertEmergPrep/

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#### Email Addresses for CMS Regional Offices

<u>ROATLHSQ@cms.hhs.gov (</u>Atlanta RO): Alabama, Florida, Georgia, Kentucky, Mississippi, North Carolina, South Carolina, Tennessee

RODALDSC@cms.hhs.gov (Dallas RO): Arkansas, Louisiana, New Mexico, Oklahoma, Texas

<u>ROPHIDSC@cms.hhs.gov</u> (Northeast Consortium): Delaware, District of Columbia, Maryland, Pennsylvania, Virginia, West Virginia, New York, New Jersey, Puerto Rico, Virgin Islands, Connecticut, Maine, Massachusetts, New Hampshire, Rhode Island, Vermont

<u>ROCHISC@cms.hhs.gov (</u>Midwest Consortium): Illinois, Indiana, Michigan, Minnesota, Ohio, Wisconsin, Iowa, Kansas, Missouri, Nebraska

<u>ROSFOSO@cms.hhs.gov (</u>Western Consortium): Colorado, Montana, North Dakota, South Dakota, Utah, Wyoming, Alaska, Idaho, Oregon, Washington, Arizona, California, Hawaii, Nevada, Pacific Territories.

\*Revised 12/14/11 for Region IX and X State and Territorial Directors Meeting

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#### **Compliance Agreement**

This compliance agreement (Herein "Agreem	nent") is entered into between the Nevada Division of Public
and Behavioral Health (Herein "DPBH") and	(Herein "Hospital").

This agreement is made and entered into effective on the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_ by, between and among the Chief Medical Officer, DPBH and the Hospital, License number

#### RECITALS

The purpose of this Agreement is to enable the Hospital to utilize the proposed alternative provision or temporary structure on the hospital premises described below without violating the Nevada Administrative Code (NAC) Section 439.xx and or 449.xx. (Description of proposal and alternate standards for life safety, fire or environmental health standards)

The necessity for the use of the proposed alternative provision or temporary structure(s) is to assist in providing medical care and services under extenuating circumstances that has, or may, create a significantly higher than normal patient volume throughout the community and one of the following conditions also exist:

- The Governor has declared an emergency or disaster for the geographical area that includes the Hospital's location and the declaration states that a health care surge exists, or
- An authorized local official, such as a local health officer or appropriate designee, has declared an emergency within the Hospital's geographical area and stated that a health care surge exists.

#### **DPBH Responsibilities**

- DPBH will review and approve emergency compliance agreements that are complete and accurate within 24 hours of receipt.
- DPBH will allow Hospital to use the approved emergency tent or temporary structure on the Hospital's premises for up to 45 days.
- 3. The Compliance Agreement is time limited not to exceed 45 days. If the timeframe is modified by DPBH to be less than 45 days, the State Health Officer or designee shall notify the Hospital. If the emergency or disaster and the proposed alternative provision or temporary structure exceeds 45 days the Hospital shall submit a request for a variance.
- DPBH may allow Hospital to begin using the temporary facility immediately and prior to a physical inspection based on the severity of the disaster or emergency.

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#### Hospital Responsibilities

- Complete and submit an accurate "emergency compliance agreement form" to HCQC via email and fax. The fax number is: \_\_\_\_\_\_\_ and the email address is:
- 2. The Hospital is responsible to ensure that the temporary structure is certified for use in the anticipated weather conditions including: ambient air temperatures (heat and cold), wind speeds and gusts, rain, and snow load. Certification from the manufacturer or outside third party such as, state fire marshal, MIL Spec testing, etc. shall meet this requirement.
- The Hospital is responsible to ensure that the temporary structure is certified as flame retardant.
- The Hospital is responsible to comply with all applicable local and state fire codes and instructions that apply to temporary structures, high risk occupancies, oxygen use, generator use, etc.
- The Hospital is responsible to get written approval from the local fire authority for the structures use.
- The Hospital is responsible for staffing, security and the care and provision of medical care within the structure(s).
- The Hospital recognizes that nothing in this agreement should be construed as a hold harmless
  or release of liability.
- This Agreement only applies to authorities and responsibilities of the DPBH. It does not circumvent other federal laws, accreditation standards or regulations including those administered by CMS, TJC (i.e. HIPPA, ADA, etc).

#### **Emergency Compliance Agreement Form**

#### Instructions:

Hospitals are required to submit this form anytime a temporary, portable structure or emergency tent is planned to be used on the Hospital's premises for the purpose of patient care or service.

Complete the form and submit via email and fax to the Nevada Bureau of Health Care Quality and Compliance. Complete one form per request.

Hospital Name:		License #
Hospital Address:		
City:	State:	Zip Code:
Point of Contact (Name):		
Phone:	Email:	

- □ Written Approval from local fire authority is attached and
- The Governor has declared an emergency or disaster in the Hospital's geographical area
  - or
- An Authorized Local Health Official, such as local health officer or appropriate designee, has declared a local emergency in the Hospital's geographical area

The Temporary Structure will be used for the following (Check all that apply):

- Triage
- First- Aid
- Flu Shots / Prophylaxis Delivery
- Point of Distribution (POD) Area
- Waiting Area
- Patient Treatment Area (ED)
- Patient Treatment Area (In-Patient Ward)
- Patient Isolation Area
- Other \_\_\_\_\_\_

#### **Continued on Back**

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ents (Please indicate if you are submitting any attach	ments with this request):
-	
Other	-
e:	Date:
CEO	
	Diagrams Photos Maps Dther e:

#### Nevada Bureau of Health Care Quality and Compliance Use:

#### HCQC APPROVAL PROCESS:

	Bureau Chief, HCQC	Date:	Approve (Yes/No)
	Administrator, DPBH	Date:	Approve (Yes/No)
	Nevada State Health Officer	Date:	Approve (Yes/No)
APPROVAL S	HALL START ON		D WILL REMAIN IN EFFECT
Please fax and e	mail completed authorization	form to reques	ting Hospital's Point of Contact.

#### Appendix 2: ACS Activation Execution Checklist

The operational checklist(s) for the activation of an - ACS includes considerations for coordination and resource allocation. The checklists are a framework to begin the planning process and should not be considered exhaustive. An ACS is fully activated once the site is deemed "operational" and is able to receive individuals.

*Evaluation:* The Evaluation Phase begins when a threat or hazard is identified that could lead to the activation of an ACS. This phase focuses on the considerations for activation.

**Activation:** The Mobilization Phase initiates the movement of resources, including staff, to the selected ACS. This phase begins the notification of people, systems, and resources to establish Incident Command and management structures, make coordinated decisions about priorities and resources, and to disseminate clear messaging to the public. For purposes of a hospital specific ACS mobilization of a site could take anywhere from 18-36 hours.

*Site Operations:* This phase includes all actions involved with actually running a hospital-based ACS, including attending to patients, requesting additional resources, and maintaining situational awareness. Processes in this phase ensure that coordination is occurring where necessary.

**Demobilization:** The Demobilization Phase initiates the deactivation of a hospitalbased ACS. This includes the return of resources to their original state, documenting necessary expenditures, and ramping down ACS operations.

#### Evaluation

The Evaluation Phase begins when a threat or hazard is identified that could lead to the activation of an ACS. This phase focuses on the considerations for activation. It is recommended that the evaluation committee or the Medical Service Unit complete this checklist.

Evaluation
Regional partners receive notification of REOC activation in response to an incident and MSU establishes committee to monitor incident progression.
MSU compiles EMS field and healthcare facility reports for committee review.
Individual agency representatives inform their facility leadership of the situation and obtain approval from senior leadership to be the facility proxy regarding the ACS activation recommendation.
Committee determines need to activate an ACS.
Committee determines if resources within region are sufficient to support an ACS.
If committee determines need, identify healthcare facility that will serve as the ACS management team.
MSU completes the formal memorandum for Management Section recommending ACS activation (Appendix 3).
Committee completes the triage planning table, to be included with the memorandum to Incident Commander.
Prior to approval, Incident Commander should brief Crisis Action Team and any regional senior leaders.

#### Activation

This phase initiates the movement of resources, including staff, to the selected ACS. The recommended person responsible for ensuring all elements are completed is the ACS Administrator.

Activation
Alert all relevant service providers and partners of ACS activation.
Identify ACS management team.
Validate recommended level of acuity for ACS and any need for additional specialty areas to support ACS operations. Activate additional staff as needed.
Review possible ACS locations based on hospital-specific plans, policies, and procedures. Make selections based on incident needs and projected influx of individuals to ACS activation.
Select ACS location and notify regional stakeholders, including the REOC.
Determination of ACS layout, including resource and staffing based on size and scale of incident.
Identify personnel to prepare staging area to manage and track receipt of assets and equipment.
Request through the REOC any equipment and personnel, including nurses, medical supplies, and communications equipment.
Activate any relevant mutual aid/private sector agreements to augment resources, as needed.
Brief REOC, MSU, and hospital leadership on mobilization of ACS, including estimated timeline for site operations.
If hazardous materials incident, request portable decontamination unit for ACS.

#### Site Operations

This phase includes all actions involved with actually running a hospital-based ACS, including attending to patients, requesting additional resources, and maintaining situational awareness. The ACS Administrator is responsible for ensuring all elements of this checklist are completed.

Site Operations				
	Initiate patient intake and tracking.			
	Reassess need for additional specialty areas to support ACS operations; Activate additional staff as needed.			
	Determine operational objectives and priorities.			
	Communicate current operations to the REOC at the end of each operational period, or when requested by the REOC.			
	Assess current resources, identify any gaps, and request additional resources each operational period.			
	Continue to collaborate with local and, where needed, state emergency management to determine level of support.			
	Log all expenditures for resources and staffing.			

#### Demobilization

The Demobilization Phase initiates the deactivation of a hospital-based ACS. This checklist should be completed by the demobilization committee.

Demobilization				
	Determine the need to demobilize ACS based on incident progression.			
	Notify hospital leadership on resumption of normal operations.			
	Alert all relevant staff, service providers, and partners of ACS demobilization.			
	Determine operational priorities and rotation shifts for personnel to support demobilization.			
	Initiate the breakdown and demobilization of equipment and personnel.			
	Finalize all expenditures for resources and staffing.			
	Debrief on operations as needed.			
	Ensure deployed equipment is reset, restored, and maintained.			
	Walk through ACS location, taking photos documenting as left conditions.			



To: Regional Incident Commander and EOC Management Section

From: Medical Services Unit

Date:

Re: Activation of the Alternate Care Site

#### Memorandum of Recommended Action

Please accept this memorandum as a formal request to activate the Alternate Care Site Plan for Washoe County in response to (*incident name*). An evaluation team, listed below, has met to review the current status of the healthcare industry and the ability to respond and has deemed this recommendation necessary to meet the needs of the community.

Evaluation Committee members: names/organization/position title

Situation Overview: Overview of the healthcare system surge capacities, (plans activated, resources utilizes, mutual aid agreements activated, etc.) as obtained through healthcare Operating Status Reports and EMS information.

Projected Impact: Justification of recommendation for ACS to include estimated patient surge over several days based on incident specific emergency information provided by Planning Section.

Logistical Information:

- Recommended operational approach:
- Identified healthcare facility that will serve as the management team:
- Estimated timelines for operations:

EPIDEMIOLOGY AND PUBLIC HEALTH PREPAREDNESS 1001 East Ninth Street, Building B, Reno, Nevada 89512 EPHP Office: 775-326-6055 I Fax: 775-325-8130 I washoecounty.us/health Serving Reno, Sparks and all of Washoe County, Nevada. Washoe County is an Equal Opportunity Employer.



#### Appendix 4: Triage Planning Table

The following triage table should be completed so the capabilities and limitations of each facility type are understood. This defines the relationship between the general population shelters, the alternate care site(s) (ACS), and traditional healthcare facilities so as to assist with transportation decisions. The table should be reviewed at the time of activation to ensure inclusiveness of patient types. The conditions listed are prompts to begin the process. The planning table should be completed by the evaluation committee at the time of activation recommendation.

The acuity of the patient will dictate the destination to receive medical services. Low acuity patients could receive treatment at a general population shelter. High acuity, symptomatic patients should be transported to a traditional healthcare facility.

Acuities between the above two levels should be transported to an ACS. Similar treatment may be available at both a healthcare or field based ACS, however, the healthcare based ACS will have more immediate access to support services such as laboratory and imaging. As a reminder, an ACS is not appropriate for the following patients:

- Advance Trauma Life Support (ATLS)
- Long-term Airway Management (e.g., ventilator support)
- Neonatal Advance Life Support (NALS)
- Advanced Burn Life Support (ABLS)
- Respiratory Isolation Requirements
- Continuous Oxygen Dependency
- Durable Medical Equipment Provider
- Cold Storage of Remains/Decedents

Below is an example of a triage planning table – the list of medical needs is not exhaustive and should be reviewed at the time of activation.

Medical Need	General Population Shelter	Alternate Care Site	Traditional Healthcare Facility
Dialysis	i.e.: stable with access to hemodialysis services	i.e.: disruption of access to services and/or lack of supplies or diet control	i.e.: symptomatic
Wounds, burns, and fractures	i.e.: first degree burn	i.e.: closed fracture	i.e.: third degree burns
Ambulation	i.e.: ambulates with replacement of durable medical equipment	i.e.: unresolved declining health status unable to monitored by volunteer skill set in general population shelter	i.e.: acute disease process

		]
Cardiac abnormalities		
Contagious disease and/or infection		
Diabetes		
Eating and swallowing disorders		
Fluid replacement		
lleostomy/ colostomy		
Medical conditions which require IV hydration, therapy, or ventilator support		
Pain management		
Respiratory		
Mental health		
Critical Care Unit		
Emergency Room		
Skilled Nursing Facility		
Orthopedics		
Obstetrics		
Pediatrics		
Infection Control		

# **TRIAGE PLANNING TABLE**

ACS Name:\_\_\_\_\_ Incident Name:\_\_\_\_\_

Medical Need

Location:\_\_\_\_\_ Incident Date:\_\_\_\_\_

Evaluation Team Member:\_\_\_\_\_ General Population Field Based Alternate Traditional Facility Shelter Care Site

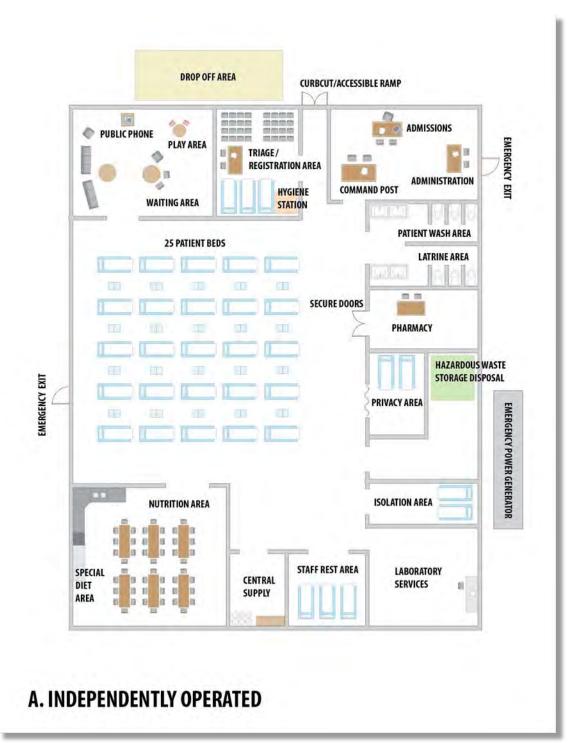
	Sneiter	Care Site	
Dialysis			
Ambulation			
Cardiac abnormalities			
Contagious disease and/or infection			
Diabetes			
Eating and swallowing disorders			
Fluid replacement			
lleostomy/ colostomy			
Medical conditions which require IV hydration, therapy, or ventilator support			
Pain management			
Respiratory			
Mental health			
Wounds, burns, and fractures			

Critical Care Unit		
Emergency Room		
Skilled Nursing Facility		
Orthopedics		
Obstetrics		
Pediatrics		
Infection Control		
	1	

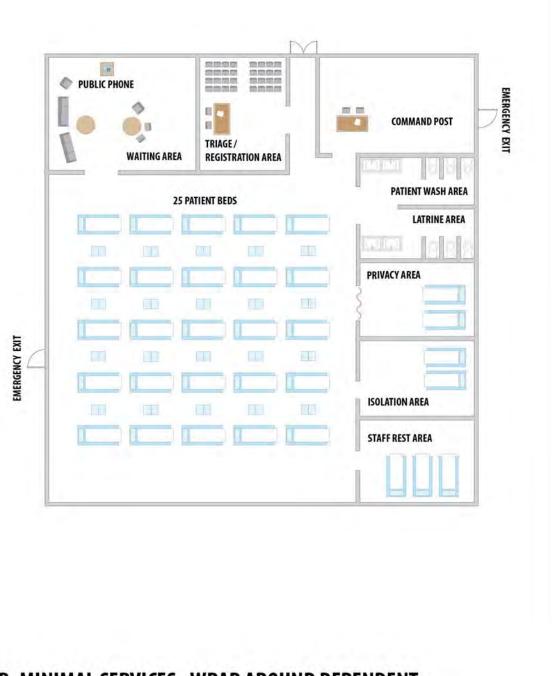
# Appendix 5: ACS Site Layout

The following diagrams provide examples of possible ACS configurations, scalable based on incident needs and availability of wraparound services. These layouts can be applied to various locations, depending on incident and availability.

*Figure 5: Independently Operated ACS which is a location that provides all necessary patient services within one facility.* 

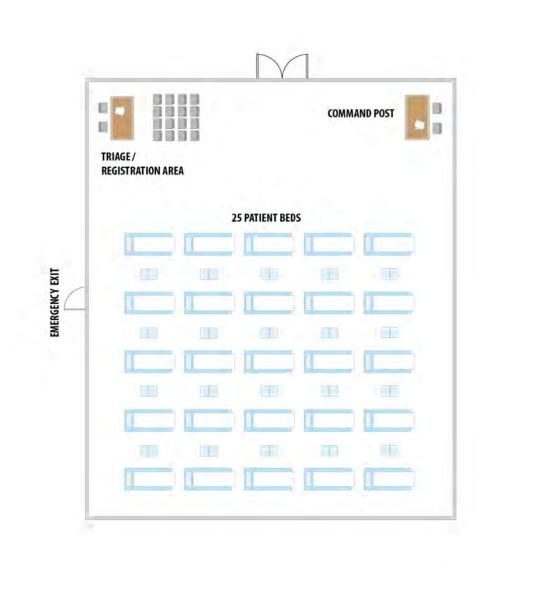


*Figure 6: Minimal Services- ACS is a location that provides some patient services but relies on traditional healthcare facilities for complete patient care.* 



# **B. MINIMAL SERVICES - WRAP AROUND DEPENDENT**

Figure 7: Fully integrated ACS serves as a location for inpatient care, with all other services being provided at another facility. This would be the set-up utilized if the Inflatable Medical Mobile Facility is deployed.



# **C. FULLY INTEGRATED**

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# Appendix 6: Site Selection Toolkit

At its most basic level, an ACS should have:

- Emergency power (fixed generators).
- Close proximity to emergency medical services.
- Heating and cooling capabilities.
- Refrigeration.
- Back-up or portable oxygen supplies.
- Water supply and waste disposal system.
- Food supply and preparation area for special diets.
- Drop-off areas that are clearly marked close to the entrance, with curb cuts (35 inches in width).
- An entrance that is well marked, minimum width of 35 inches).
- A path of wide and clear travel to registration, sleeping area, food area, toilet and shower area, and medical area.
- Signage that is clear and easy to understand in exterior and interior areas.
- Access and functional needs compliance.

The following assessment tool provides sample criteria for selecting an Alternate Care Site, including, but not limited to, facility information, basic contact information, and considerations for access and functional needs.

# **ACS ASSESSMENT AND SELECTION**

<b>REQUIRED ATTACHMENTS:</b> Site	map and/o	r floor plan	drawing of facility.					
DATE ASSESSED:								
SITE INSPECTED AND ACCEPTED FOR:		Medical:	<ul> <li>Alternate Care Site</li> <li>Mass Vaccination/Point of Dispensing</li> </ul>					
FACILITY AVAILABILITY: 🗆 Avail	able any tim	ie 🗆 Blac	kout dates:					
FACILITY CONTACT(S) – (Include facility maintenance and/or custodial contacts):								
Point of Contact (Site access) Title Email								
Daytime Phone:	Alternate Ph	one:	After Hours:					
Point of Contact (Site Security)		Title	Email					
Daytime Phone:	Alternate Ph	one:	After Hours:					
Point of Contact (Maintenance)			Email					
Daytime Phone:	Alternate Ph	one:	After Hours:					
ADDRESS INFORMATION:								
Site Name:								
Street Address:			Cross Street:					
City/State/Zip:			_ Mailing Address (if different):					
SITE INFORMATION:								
□ Access to more than one major	road or highv	vay from site	(+2 lanes)					
Access to public transit	□ Access to public transit Distance from nearest public bus or train stop							
Multi-level		Helipad capa	city					
□ Square Footage								
Patient capacity:								

### **PARKING:** List any available parking lots on site (e.g., Parking Lot 1, Parking Lot 2, etc.)

Parking Lot	# of Spaces	# of Disabled Spaces	Type of Surface	Trucks OK?

### EXTERIOR SPACES: List any usable space on the site (e.g., athletic field, courtyard, playground, etc.)

Exterior Space	Size (SF)	Fenced?	Equipment (seating, play, etc.)

### Whether answer is yes or no, please put actual measurements where indicated

	Parking: If off street parking is available	Yes	No	N/A	Min/Max	Actual
1)	Is there one (or more) off-street parking space, either permanently or temporarily designated for people with disabilities? (If "Yes", proceed to				Car	
	question 8)				9 ft. wide	
	(One van-accessible space for every 25 regular				18 ft. long	
	spaces, e.g., 1-25=one van-accessible space).				5 ft. aisle	
2)	Is there at least one parking space that is van accessible for every 25 spaces?				Van 9 ft. wide 18 ft. long 8 ft. aisle	
3)	Are parking spaces on level ground?				Max: 2% slope	
4)	Is the parking area surface stable, firm, and slip resistant?				Concrete Asphalt No gravel	
5)	Is the disabled parking space in the closest location to the <b>accessible entrance/pathway</b> to the ACS?				N/A	
6)	Is there signage at the front of the parking stall that identifies the spaces as reserved, by displaying the international symbol of accessibility so that it is readily visible to passing traffic even if the space is occupied?				80″ at the lowest edge of the sign	
7)	Is there an accessible route from the parking area to an accessible path of travel (continuous common surface)?				48" min wide 36" min at a single point	
8)	Grates (If the walking space has grating) – (Perpendicular to the path of travel)				No greater than ½" wide	

Comments:

### **BUILDING EXTERIOR:**

□ Access ramps?

□ Accessible doorways (min 35" wide)?

□ Auto-doors or appropriate door handles?

	Path of Travel – Parking Area to the ACS Entrance	Yes	No	N/A	Min/Max	Actual
1)	Is an accessible route provided from accessible parking spaces to the accessible entrance to the building?				48" wide 36" wide at a single point	
2)	Is an accessible route provided from public sidewalks and public transportation stops on the emergency ACS to the accessible entrance of the building? (if provided) (You must survey the surrounding block where the ACS is located.)				48" wide 36" wide at a single point	
3)	Is the surface of the path of travel stable, firm, and slip resistant?				Concrete, asphalt, no gravel	
4)	Is the path of travel to the building an accessible width?				48" wide 36" wide at a single point	
5)	Is there a continuous common surface not interrupted by un-ramped steps or by abrupt changes in level in the path of travel to the entrance?				¼" high or beveled from ¼" to ½" high	
6)	Is the path of travel to the building entrance free of obstructions (fire hydrants, tree trunks, etc.)?				Min of 36" wide	
7)	Is the path of travel to the emergency ACS free of any objects (e.g., wall mounted boxes, signs, tree branches, etc.) a. If no, can the object be lowered, removed or modified?				Bottom edge lower than 27" high or higher than 80" extending no more than four inches into the path of travel	
8)	If there is an alternative path of travel for accessibility, is there a sign to identify the accessible route?				Bottom edge lower than 27" high or higher than 80" extending no more than four inches into the path of travel	
9)	Alternate Accessible Entrance Signage: if the main entrance is inaccessible, is the accessible alternate entrance clearly marked?				Same as Item 8	

	Ramps	Yes	No	N/A	Min/Max	Actual
1)	If there are stairs at the main entrance, is there also a				N/A	
	ramp or lift, or is there an alternative accessible					
	entrance?					
2)	Do all ramps have a slope no greater than 1-inch rise in				1:50 or 2% max	
	12 inches of horizontal run?				slope	
3)	Ramp Width?				48° min.	
4)	Does the ramp have edge protection in the form of				N/A	
	walls on each side, wheel guides, or raised curbs?					
5)	Do ramps have a slip-resistant surface?				N/A	
6)	If a ramp rises more than six inches, or if it is longer				Between 34-	
	than 72 inches, does it have handrails on both sides?				38" above the	
					surface of the ramp	
7)	Is there a landing at both the top and bottom of the				5'x5' level	
')	-				landing at the	
	ramp?				top, bottom,	
	**NOTE-Requirement also needed at every change of				and at every	
	direction.				30" of rise	

Comments:

### STRUCTURE:

Wood Frame	Metal/Steel F	rame	Concrete (reir	nforced)	Prefabricated
Reinforced Masonry (	brick) 🗆 Unre	inforced	Masonry	🗆 Trailer	Bungalow
D POD					
Construction Year:		Earthqu	ake retrofit? Yes /	No If yes	s, date of last retrofit:
□ Flooring -	Type (cleanable –	- tile, etc.	.):		
Loading dock -	Description:				
□ Supply/delivery area	🗆 Fork	lift, Jack a	and operator availa	able	
□ Staging area -	Description:				
External Electrical Out	lets		□ Sufficient Ligh	ting	
Comments:					

### **BUILDING INTERIOR SPACES:**

# of Stories: \_\_\_\_\_

#### □ Elevators □ Movement between floors ADA accessible?

□ Patient storage area

□ Electrical (outlets, mains, etc.)

	Elevators	Yes	No	N/A	Min/Max	Actual
1)	If an elevator is required to reach the waiting area, is the				At least 36"	
	elevator doorway wide enough for a wheelchair user?				clearance	
2)	Is the elevator cab size?				68" wide x51"	
					deep	
3)	Are elevator controls clearly marked with raised lettering				Braille	
	for visually impaired persons?				lettering	
4)	Are the elevator controls low enough for a person in a				No higher than	
	wheelchair to reach them?				54" from the	
					elevator floor	

Comments:

### FEATURES INSIDE THE ACS AREA

Sketch and attach a space diagram for each of the following (if applicable), include pictures:

- □ Dormitory (sleeping or alternate care area) □ Dining □ Office (s) □ Interviewing
- □ Disaster Health □ Station recreation/meeting area
- □ Staff break area □ Bathroom/shower area

□ Isolation lighting (dimmers, switches, etc)

### **BUILDING FURNITURE:**

Furniture	Description/Quantity/Size
Tables	
Chairs	
Cafeteria Tables/Benches	
Desks	
Portable Room Dividers	
Comments:	

### FOOD PREPARATION FACILITIES:

□ None on site □ Warming oven kitchen

 $\Box$  Full service kitchen with capacity of \_\_\_\_\_ meals per day

 $\Box$  Facility representative required on site when using kitchen?

Contact name \_\_\_\_\_\_ Phone \_\_\_\_\_

Equipment	Quantity/Size	Equipment	Quantity/Size	Equipment	Quantity/Size
Refrigerator		Walk-in refrigerator		Ice machine	
Freezer		Walk-in freezer		Braising Pan	
Burner		Griddle		Warmer	
Oven		Convection Oven		Microwave	
Steamers		Steam Kettles		Sinks	
Dishwasher		Deep Fryer		Coffee Maker	

□ Kitchen with valid health permit

□ Kitchen without valid health permit

Comments:

#### SANITATION:

# of showers

Potable water source:	🗆 City		mall Public V	Vater System	Private W	ell
Solid waste collection ser	vice/compa	any:				
Sewer: 🗆 City	E	Aerobic or	nsite wastew	vater 🗌 Septic	Onsite was	astewater
	Men	Women	Unisex	Disabled (M/W)	Hot Water?	Bariatric?
# of toilets						
# of diaper changing						
stations						
# of sinks						

	Restrooms	Yes	No	N/A	Min/Max	Actual
1)	Is there sufficient clearance area on the floor in				60" diameter	
	the direction of the door swing for a wheelchair				turning space or	
	user to maneuver?				56"x63" clear space	
2)	Is there a(n):				a. Loop or u-	
	a. Accessible toilet area?				shaped handle	
	b. Stall door automatic closing device?				below the latch	
	c. Handle below latch on door?				b. On one side	
	d. Grab bars?				and behind the	
	e. Toilet seat height?				toilet	
	f. Sufficient clearance?				c. 17"-19" high	
					d. 60" in width	
3)	Sufficient floor clearance in the room?				60" diameter or a	
					T-turn clearance	
4)	Where urinals are provided, is there sufficient					
	clear floor space in front of the urinal for a				30″x48″	
	wheelchair user to approach?					
5)					a. 30"x48"	
	a. Is there a clear floor space in front of and				b. 34" from the	
	underneath the sink area to accommodate a				floor max	
	wheelchair user?				c. 29" reducing to	
	b. Counter height?				27" high at 8"	
	c. Knee space?				back	
	d. Faucet hardware?				d. Shall be	
					operable with a	
					single effort	
6)	Are the following within reach of a person in a				All: 40" high max	
	wheelchair?					
	a. Towel					
	b. Mirror					
	c. Sanitary napkins					
	d. Waste receptacles					

	Other	building features		Yes	No	N/A	Min/Max	Actual
1)	•	he path of travel wide eno	ugh to				32" with door	
	accommodate a w						open at 90°	
2)		space for a person in a					5' diameter	
		around at the entrance?					circle	
3)	•	sholds no more than 1/2 in	ich in				¼" high or	
	height?						beveled from	
- 1							¼" to ½" high	
4)		oped with arch or lever-typ					Door handle to	
		es, or automatic openers t					be no more	
	higher than 48 inc	a closed fist and are all han	idles no				than 48" high	
	0	doors remain open?						
5)		corridors in the path of tra	2 10				44" wide min	
6)		ate maneuvering clearance					48" on the	
0)	•	h side of the doorway?					push	
Cor	nments:						push	
	Laundry facilities a	vailable for ACS use?	# of	washer	s: <u> </u>		# of dryers:	
UT	ILITIES:							
	Generators?	If portable, list type ar	d locatio	on:				
~							<u>.</u> .	
Ger	herator fuel type:	Fuel capacit	y:			Kilowatt	capacity:	
Wh	at does the genera	tor power?						
Оре	erating time:	hours at rated capacit	cy.					
	Usage	Utility Provider				Fnorm	/ Source	
	Heating	Othity Provider		tric 🗆	Natura		Propane  Fuel	
	Cooling						Propane  Fuel Fuel	•
	Cooking						Propane  Fuel Fuel	
	Usage	Yes/No			Natura		ription	1/011
	Lighting	105/100				Dest		
	Water							
Cor	nments:							
201								

### COMMUNICATIONS:

Location	How Many	Phone Number
	Location	Location How Many

Comments:

#### SAFETY/SECURITY:

□ Facility grounds are securable (gates, fences) □ Building areas are securable (gates, fences)

□ Full time emergency vehicle access (police/fire/ambulance)

□ Buildings have key card or other access method

□ Security Alarm □ Automatically alerts police

□ Fire Alarm □ Automatically alerts Fire Department □ On site fire extinguishers

 $\Box$  Alarm systems regularly maintained  $\Box$  Alarm systems easily used by staff

□ Secure Medical Storage Area □

□ Secure Pharmacy Area

### WRAPAROUND SERVICES:

Facility	Amount	<b>Overall Status</b>	Time Frame (in	Comments
Characteristics			place by)	
Support				
Requirements				
Building				
Requirements				
Staffing				
Security inside (24				
hour coverage)				
Security outside (24				
hour coverage)				
Total Occupants				
(beds+staff+security)				
Lease or MOU for				
Use of Facility				
Electrical				
distribution				
Set up labor				
Forklift				
Pallet jacks				
Toilets (1 per 20				
people)				
Showers (3				
person/hour/24hr)				
Hand washing				
station				
Washer/Dryer				
Waste Removal				
Meals (4 meals/day,				
box lunch at night)				
Drinking water				
(15L/day/person)				
lce				
Oxygen				
Bio hazard waste				
removal				
Cleaning supplies				
Medical resupply				
Linens				
Internet (wireless				
friendly)				
EMS-ALS ambulance				
Mortuary Services				
Billeting of staff				



# Resource Requesting for Healthcare Organizations

November 2018



July 2019



# VISION

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A healthy community

# MISSION

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

Washoe County Health District Resource Requesting for Healthcare Organizations

Washoe County Health District IHCC Alternate Care Site Plan July 2019

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Receiving State/Federal Assets	6

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Washoe County Health District Resource Requesting for Healthcare Organizations

### Purpose

The purpose of this document is to outline the process health care organizations will use for initial and resupply requests of exhausted or depleted medical supplies and resources. Requests for assistance are to be made from the health care organization directly to the Washoe County as the Local Health Authority (LHA) and/or Emergency Manager (EM).

The Medical Service Unit will collaborate with representatives at the Regional Emergency Operations Center (REOC) to identify the available resources to meet the organization's requested need utilizing local resources.

If there is no local resources available, State and Federal resources, which may include assets from the Strategic National Stockpile (SNS), will be requested. The ability to meet this request is contingent upon availability of resources and assets at the time of request. These procedures are to be used when it appears imminent that health care organizational supplies and resources will be exhausted as the result of a public health emergency or a large-scale event in the community.

### Overview

During a large-scale emergency, either natural or manmade, local resources may be quickly overwhelmed or exhausted. Additional assets, such as equipment, medical and non-medical supplies, and personnel, may be requested to aid in the medical response to the event.

At the time of an incident, healthcare facilities may complete an Operating Status Report (OSR - Attachment A) to provide situational awareness. The OSR may be used by the REOC or the individual facility command staff to identify potential resource needs.

During an event, health care organizations may be able to request and receive additional assets, even without a declared emergency, when their available inventory is imminently threatened. In order to do so, health care organizations need to implement and practice this protocol for requesting additional assets. The Healthcare Requesting Form, Attachment B, will need to be completed in full and submitted with any requests.

If the local resources are unable to meet the need, the REOC will utilize an Action Request Form (ARF) to request assistance from the State or Federal government.

Wash oe County Health District Resource Requesting for Healthcare Organizations

# **Pre-Event Coordination Planning**

Prior to an emergency, each health care organization must identify the person(s) authorized to request emergency medical resources (e.g. equipment, medical and nonmedical supplies, personnel etc.) on behalf of the organization and ensure that they are trained on these procedures.

The Washoe County Health District quarterly updates the lists of personnel identified by each facility as able to receive resources requested. If healthcare organization would like to know their points of contacts, please email <u>Med-Service-Unit@washoecouny.us</u>

Preplanning for healthcare organizations should include:

- · Identify a location, such as a loading dock area, to receive requested assets.
- Have a valid DEA licensed registrant to request DEA controlled substances (complete Attachment D, DEA form 222, at the time of the request).
- Complete annual training on the requesting procedures in order to make resource requests.

#### REMINDER

When the individuals identified change, Washoe County Health District must be notified. Washoe County Health District will provide Emergency Management with healthcare contact list.

Resource requests will not be processed for if received from unauthorized personnel.

### Initial Requesting Procedures

Large-scale emergencies can quickly overwhelm and exhaust a health care organization's resources. All health care organizations must leverage existing resources, mutual aid agreements and existing vendors <u>prior</u> to requesting community resources.

Once a facility realizes that they do not have the resources available to manage the incident or event, they shall proceed as follows:

- Assess the facility needs (immediate and intermediary) and complete the appropriate forms in accordance with this protocol.
- Complete a healthcare requesting form for each resource requested. i.e., five Pediatric Nurses would need one form; refrigerated trailer would need one form; medication would require one form per type.
  - o The OSR could be attached, but is a tool for situational awareness and

Washoe County Health District Resource Requesting for Healthcare Organizations not for resource requesting.

- Ensure the Medical Service Unit has the correct point of contact information and location at the facility for delivery of assets.
- If unable to reach the REOC, contact the DPBH duty officer at 775-684-5920.

# **Receiving State/Federal Assets**

When state and/or federal assets arrive at the health care organization, proper chain of custody procedures must be maintained. There are several forms that must be completed to maintain accountability. All sample forms and instructions for completion can be found in the following attachments.

When the assets arrive, the authorized points of contact (pharmacist or charge nurse authorized to accept delivery) shall:

- Sign the Chain of Custody Form (Attachment C) for transferring physical custody to the hospital.
  - If antivirals, antibiotics or any other medications are being shipped to a hospital, the hospital pharmacist or charge nurse authorized to accept delivery of such items must sign for the assets
  - For any Schedule II narcotics, the pharmacist (DEA registrant) must sign the DEA Form 222 (Attachment D). They are the only authorized signatory for those assets.
- Notify the REOC when material and other resources have been received and confirm if anything is missing; ensure all requested items are in the package.
- Make a copy of the Chain of Custody Form for their organizational records, as the original Chain of Custody Form will be returned to the delivery driver.

The Nevada DPBH will provide the health care organization with drug information sheets for any of the drugs contained in the SNS prior to their being administered as countermeasures to the emergency.



#### **OPERATING STATUS FORM**

HOS	PITAL/HEALTHCARE FACILITY:						
DAT	E/TIME:		1.1		(* 18)	v	
	QUESTIONS		YES	NO	N/A	COMN	IENTS
1	Can you continue to treat incoming patier	nts?				If NO, why not? Infrastructure Resources/Su Staff Capacity Other	e
2	Have you evacuated any part of your facil	ity?				If YES, to where Temporary h MAEA Memb Other proper Reds (Typ Yellows (Typ Blues (Typ Greens (Typ	olding location er Facility ty be 1) Type 2) pe 3)
3	Do you anticipate any part of your facility evacuated?	to be					
4	Any major structural damage?			=			
5	Any major non-structural issues?						
6	Can the Hospital/Healthcare Command Co communicate with external agencies?	enter					
7	# of deceased at your facility?		Total	Numbe	r:	22 Alexandre 10	
8	Available Mortuary Space			Sufficie	nt	Insufficient	N/A
	UTILITIES						
9	Are water lines to essential areas operation	onal?	No	rmal	I	Backup	None
10	Is natural gas to essential areas operation	al?	No	rmal	[	Backup	None
11	Is power to essential areas operational?		No	rmal	[	Backup	None
12	Is the sewage system functional?		No	rmal	I	Backup	None
	BEDS			# of St	affed B	eds Available	N/A
	Neonatal Critical Care (30 days or younge	r)					1.00
	Pediatric Critical Care (30 days to 18 yrs)						
12	Adult Critical Care						C
13	Medical/Surgical (Peds)						
	Medical/Surgical (Adult)						
	Psych/ Mental/Behavioral Health						C

IHCC Operating Status Form

October 2018

	BEDS	#0	f Staffe	d Beds	Available	N/A
	Skilled Nursing/Rehabilitation					
- H	Memory					
1D	Skilled Nursing/Rehabilitation         Memory         Specialty beds (TYPE)         Specialty beds (TYPE)         Specialty beds (TYPE)         Specialty beds (TYPE)         Capacity to Admit (Hospice/Home Health) - within the next 96 hours         # of admits         Current Resources Status. Can you maintain 96					
	Specialty beds (TYPE)	11				
	Specialty beds (TYPE)					
	Capacity to Admit (Hospice/Home Health) - within	the next 96	hours			*
14	# of admits	□ NA	_			_
	hours operations capacity in each of the following	Yes	NO	N/A	COMMENTS answere	and the second second second
	Medical Gases	1		1.1		
	Food/Water				5	
	Pharmaceuticals	ir Contra				
	Personnel Protective Equipment	11.1				
	Medical Supplies					
	Non-Medical Supplies	11			1	
	Specialty Equipment (example, ventilators)	11.1				
5	Medical Waste/Trash Disposal					
	Laundry Services					
	Blood Services	1				_
	Staff (medical/non-medical)					
	Cleaning Supplies					
	Security	11 12 12 1		111		
	Fuel				-	
_	Other (Specify):	1.		1.		
MME						Request For
_	HOSPITAL/HEALTHCARE COMMAND	the set of the set of the	and the second	1	NATION:	
	n Officer: ine Phone #: () I:	Contact Cell Pho Fax #:		ition:	)	

# **IHCC Operating Status Form**

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October 2018

### Washoe County Healthcare Requesting Form

#### INSTRUCTIONS

Items on the requesting form that are not specifically listed are self-explanatory. Indicate "see attached" in any field for which additional space or more information is required.

SECTION I. Who is requesting assistance? Completed by requestor (healthcare facility)

SECTION II. What needs to be done? Completed by requestor (healthcare facility)

<u>Description of Assistance Requested</u>: Detail of resource shortfalls, statement of deliverable, or simply state problem/need. <u>Priority</u>: The requestor's priority. <u>Site Point of Contact (POC)</u>: The person at the delivery site coordinating reception and utilization of the requested resources. 24-hour contact information required.

#### I. REQUESTING ASSISTANCE (To be completed by healthcare facility)

1. Requestor's Name (Please print)	2. Title		3. Phone No.				
4. Requestor's Organization	5. Fax N	0.	6. E-Mail Address				
II. REQUESTING ASSISTANCE (To be completed by Requestor) Information Resources							
1. Description of Requested Assistant	1. Description of Requested Assistance: (SALTT) Size, Amount, Location, Time & Type						
2. Quantity 3.	. Priority □Lifesaving	■Sustaining ■High □Normal	4. Date and Time Needed				
5. Delivery Site Location			6. Site Point of Contact (POC)				
7. 24-Hour Phone No. 8.	. Fax No.	9. Authorized Requestor's Signature	10. Date and Time				

Email to Aaron Kenneston at akenneston@washoecounty.us and Kelly Echeverria at KEcheverria@washoecounty.us Fax to Washoe County Emergency Manager's Office at 775.337.5894 Washoe County Duty Officers: Aaron Kenneston – Office at 775.337.5898 or Cell at 775.742.6944 Kelly Echeverria – Officer at 775.337.5259 or Cell at 775.399.4811 5195 Spectrum Blvd, Reno, NV 89512

Washoe County Health District IHCC Alternate Care Site Plan

Attachment C

# **Nevada Chain of Custody Form**

Warehouse					Control Nu	umber:	
Phone:	-		Fax:				
Ship To: (I	Receiving Indi	ividual)					
Receiving	Facility:						
Exact Stree	et Address:				1-		
City/State	Zip-Code:				51		
PHONE:			FAX:		1_1		
Order Quantity	Shipment Quantity	Unit	NDC or Item #	Lot	em Description	Filled By	Checked By
1				11.			
			1	1.			
			0				1
<u> </u>			( )	~			
			51		· · · · · · · · · · · · · · · · · · ·		
			6				
1							
						1	1
Picked Dat	te & Time:		Name:		Signature:		·
	and the second		Name:				

 Transported Date & Time:
 Name:
 Signature:

 Received by Facility Date & Time:
 Name:
 Signature:

							Atta	chment D
PU	See Revers RCHASER'S of Instructi	б Сору	No order form may b substances unless a o been receiv	omplete	application form has		PROVAL	
TO:	(Name of S	Supplier)		STREE	TADDRESS:			
CIT	Y and STAT		DATE		TO BE FI	LLED IN BY SU	PPLIER	
u	r allu STAT	E	DATE		SUPPLIERS DEA	A REGISTRATIC	ON No.	
L	TO B	E FILLED I	N BY PURCHAS	ER				
N E No.	No. of Packages	Size of Package	Name of I	tem	National D	rug Code	Packages Shipped	Date Shipped
1								
2								
3								
4				_	O N			
5				-				
6				7				
7								
8				<u> </u>				
J 10		(	51-					
10		AST LINE	0					
		OMPLET	D	SIGN	IATURE OF PUR	HASER		
		MUST BE 10 ESS)	OOR	ORA	TTORNEYORA	GENT		
Dat	e Issued	DE/ No.	A Registration	Nam	e and Address o	of Registrant		
Sch	edules			1				
Reg	istered as a	a No. For	of this Order m					
	Form-22	2	U.S. C		IAL ORDER F		IEDULE	SI&II

### Appendix 8: Patient Tracking

Depending on the incident, patient tracking at the ACS may utilize existing processes rather than processes associated with an emergency. All patient tracking must be provided to Healthcare Incident Command at the end of every shift, or as often as requested. If WebEOC is activated, the WebEOC User Guide for Healthcare Representatives may be consulted for additional guidance.

- Conventional Healthcare Operations: If the ACS is being set up as a healthcare facility to support the surge of patients, not specifically affiliated with a local event, normal patient tracking processes would be appropriate.
- Mass Casualty Incident:

The ACS is established to support the community, even if the location of the emergency is outside Washoe County, where patients are being seen there first. In this scenario, the MCI Patient tracking board would be appropriate.

The Hospital Incident Command System (HICS) 254 Disaster Victim / Patient Tracking records the triage, treatment, and disposition of victims/patients of the event seeking medical attention. This form is to be completed by a member of Incident Command through use of information on the paper chart if WebEOC is not utilized.

• Transfer or Evacuation:

The ACS is launched as a transfer point or evacuation location for an existing facility. In this scenario, the Patient Evacuation board would be appropriate.

The HICS 255 Master Patient Evacuation Tracking form records patient and healthcare information to include the patient acuity. This form is to be completed by a member of Incident Command if WebEOC is not utilized. The facilities are required to complete the evacuation tag information, which will be used to populate the HICS forms.

1. Incident Name					2. Operational Period (# ) DATE FROM					
				DATE FROM	A	TO				
				TIME FROM	k	TO:				
3. Area (Trlag	e or Specific Treatment Ar	ea)	6 1							
FELD TAG NUMBER	MEDICAL RECORD NUMBER	(LAST NAME, FRIST NAME)	SEX (MIT)	DOB/AGE	TRIAGE CATEGORY INVESTATE DELAYED MINOR EDIFECTANT EDIFIED	LOCATION / THE OF PROCEDURES (CT, X-RAY, ETC.)	DISPOSITION / TIME (D) DISCHARGE (A) ADMIT (S) SURCERY (T) TRANSFER (M) MORGUE			
					l					
4. Prepared	hv					1				
a. Proparou	FIGHT NAME.				ALC ALCOLUMN					

### HICS 254 - DISASTER VICTIM / PATIENT TRACKING



rpose: Records the trage, treatment, and location of victims/patients

ples to: Situation Unit Leader, Patient Registration Unit Leader, Marning Section Patient Tracking Manager, Medical Care Branch: Director, and Documentation Unit Leader.

Washoe County Health District IHCC Alternate Care Site Plan HICS 254 | Page 1 d

# Appendix 9: Example Equipment Lists

This tool provides a list of needed equipment to run a 25-bed ACS, as well as implement any of the several additional services.

Assignment	ACS	+ER	+SNF	+Ortho	+OB	+Pedi
Adapter, Airway Tube, EA	1					
Adapter, IV, Injection, w/MLL, EA	12	20				
Airway, Berman, Adult, Red, EA		2				
Airway, Berman, Green, EA		9				
Airway, Berman, Infant, Pink, EA		1				
Airway, Berman, Pediatric, Green, EA		2				
Airway, Berman, Pink, EA		4				
Airway, Berman, Red, EA		3				
Airway, Endotracheal, Esophageal, 5.5, EA		1				
Airway, Endotracheal, Esophageal, 6.0, EA		1				
Airway, Endotracheal, Esophageal, 6.5, EA		1				
Airway, Endotracheal, Esophageal, 7.0, EA		1				
Airway, Endotracheal, Esophageal, 7.5, EA		2				
Airway, Endotracheal, Esophageal, 8.0, EA		1				
Airway, Endotracheal, Esophageal, 8.5, EA		2				
Airway, Nasopharyngeal, 24 Fr, EA		1				
Airway, Nasopharyngeal, 32 Fr, EA		1				
Applicator, Chlora Prep, EA		20				
Arm Board, IV, Adult, EA		5				
Arm Board, IV, Infant, EA		9				
Bag, Biohazard, 25" X 34" X 1.2 ML, EA	25					
Bag, Post-Mortem, EA		1				
Bag, Specimen, Biohazard, EA	5					
Bandage, 2" X 4 1/2", EA	10					
Bandage, 2" X 4 1/2", Sterile, EA	10					
Bandage, 6-ply, Roll, 4.5" X 147", EA		2				
Bandage, Conforming, Sterile, 2" X 4.1YD, EA	3					

Assignment	ACS	+ER	+SNF	+Ortho	+OB	+Pedi
Bandage, Conforming, Sterile, 2", EA	2					
Bandage, Conforming, Sterile, 3" X 4.1YD, EA	1					
Bandage, Conforming, Sterile, 4" X 4.1YD, EA	3					
Bandage, Conforming, Sterile, 6" X 4.5YD, EA	2					
Bandage, Elastic, 2", EA	1					
Bandage, Elastic, 4", EA	1					
Bandage, Elastic, 6", EA	1					
Bandage, Elastic, NS, 2" X 4.5YD, EA				3		
Bandage, Elastic, NS, 6" X 4.5YD, EA				2		
Bandage, Elastic, Roll, 2" X 4.5 YD, EA				10		
Bandage, Elastic, Roll, 4", EA	10					
Bandage, Elastic, Roll, 6", EA	8					
Bandage, Flexible, Sterile, 2" X 4 1/2", EA	5					
Bandage, Flexible, Sterile, 2" X 4 1/2", EA	5					
Bandage, Gauze, 33cm X 13cm X 26cm, EA			70			
Bandage, Gauze, Conforming, 3" X 4.1 YD , EA			5			
Bandage, Gauze, Conforming, Stretch, 2" X 4.1YD, EA			10			
Bandage, Gauze, Conforming, Stretch, 4", EA	1					
Bandage, Gauze, Conforming, Stretch, 6", EA	1					
Bandage, Gauze, Stretch, Conforming, 2" X 1.4YD, EA			29			
Bandage, Gauze, Stretch, Conforming, 3" X 4.1YD, EA			10			
Bandage, Gauze, Stretch, Conforming, 4" X 4.1YD, EA			10			
Bandage, Gauze, Stretch, Conforming, 6" X 4.5YD, EA			5			
Bandage, Knuckle, 1 1/2" X 3", EA		20				
Bandage, Knuckle, Sterile, 1 1/2" X 3", EA		10				
Bandage, Roll, Sterile, 6-ply, 4.5" X 147", EA		1				
Bandage, Strip, Sterile, 1.2" X 5YD, EA		5				
Bandage, Triangular, NS, EA	3					
Basin, Emesis, 16oz, EA	3					
Basin, Wash, EA	10					
Bed Pan, EA	4		10			

Assignment	ACS	+ER	+SNF	+Ortho	+OB	+Pedi
Bed, Folding, w/IV Pole, EA	1					
Blade, Laryngoscope, Macintosh, Size 2, EA		1				
Blade, Laryngoscope, Macintosh, Size 3, EA		2				
Blade, Laryngoscope, Macintosh, Size 4, EA		1				
Blade, Laryngoscope, Macintosh, SZ 2, EA		1				
Blade, Laryngoscope, Miller, Size 0, EA		1				1
Blade, Laryngoscope, Miller, Size 1, EA						1
Blade, Laryngoscope, Miller, Size 2, EA						1
Blade, Laryngoscope, Miller, Size 3, EA		1				
Blade, Ring Cutter, EA		1				
Blanket, Emergency, EA	21					
Brush, Double Scrub, Foam care, EA	4	11				
Cannula, ETCO2, Pediatric, EA						3
Cannula, O2, Nasal, Adult, EA		1				
Cannula, O2/CO2, Oral/Nasal, Adult/Intermediate, EA		3				
Cannula, O2/CO2, Oral/Nasal, Pediatric, EA						1
Cannula, Oxygen, Nasal, Adult, EA		10				
Catheter, 2-way, Foley, 10 Fr, EA			6			
Catheter, 2-way, Foley, 14 Fr, EA			6			
Catheter, Graduated, Coiled, 14 Fr., EA			10			
Catheter, Graduated, Coiled, 6 Fr., EA			8			
Catheter, Graduated, Coiled, 8 Fr., EA		3	5			
Catheter, IV, 14G, 1 1/4", EA		7				
Catheter, IV, 16G, 1 1/4", EA		6				
Catheter, IV, 18G, 1 1/4", EA		6				
Catheter, IV, 20G, 1 1/4", EA		7				
Catheter, IV, 22G, 1", EA		5				
Catheter, IV, 24G, 5/8", EA						5
Catheter, IV, Safety, 1 1.4" X 16 GA, EA						
Catheter, IV, Safety, 1 1/4" X 14 GA, EA						
Catheter, IV, Safety, 1 1/4" X 18 GA, EA						

Assignment	ACS	+ER	+SNF	+Ortho	+OB	+Pedi
Catheter, IV, Safety, 1 1/4" X 20 GA, EA						
Catheter, IV, Safety, 1" X 20 GA, EA						
Catheter, IV, Safety, 5/8" X 24 GA, EA						
Catheter, Suction, 14 Fr, EA	_	3				
Catheter, Suction, 6 Fr, EA						
Catheter, Suction, 8 Fr, EA						
Cloth, Dry Wash, 10" X 13", EA			20			
Collar, Extrication, No-Neck, EA		1				
Collar, Extrication, No-Neck, Infant, EA						1
Collar, Extrication, Pediatric, EA						1
Collar, Extrication, Reg, EA		3				
Collar, Extrication, Short, EA		1				
Collar, Extrication, Tall, EA		1				
Collection System, Capillary Blood, EA						1
Connector, IV, T, EA		5				
Container, Sharps, 1.7 QT, EA	3					
Cover, Probe, Temperature, EA	40					
Crutches, Adult, EA	1					
Crutches, Adult, PR		5				
Crutches, Youth, EA						2
Cuff, Blood Pressure, Adult, EA	1					
Cuff, Blood Pressure, Child, EA						1
Cuff, Blood Pressure, Infant, EA	_					1
Cup, Medicine, 4oz, EA	10					
Cutter, Ring, EA	1					
Depressor, Tongue, Reg, 6", EA	10					
Detector, ETCO2, Adult, EA		1				
Detector, ETCO2, Pediatric, EA						1
Diaper, SZ 1, EA	40					
Diaper, SZ 3, EA	40					
Diaper, SZ 4, EA	20					

Assignment	ACS	+ER	+SNF	+Ortho	+OB	+Pedi
Divider, Patient Privacy Curtain	25					
Doppler, Tria II, EA		1				
Downloader, I-Stat, EA		1				
Dressing, Multi-Trauma, EA		4				
Dressing, Multi-Trauma, Sterile, 12" X 30", EA		1				
Dressing, Transparent, 10 X 12cm, EA			5			
Dressing, Transparent, 6 X 7cm, Sterile, EA			10			
Dressing, Transparent, w/Label, EA		5				
Dressing, Trauma, 12" X 30", EA						
Electrode, ECG, Adult 4-PK, EA		5				
Electrode, External Pacing, Adult, PK		1				
Electrode, Pacing/Defibrillation, Adult, PK		1				
Electrode, Pacing/Defibrillation, Pediatric, PK		1				
Envelope, Pill, EA			100			
Forceps, Magil, LG, EA		1				
Forceps, Magil, Med, EA		1				
Forceps, Magil, Sm, EA		1				
Gauze, Conforming, 2", Sterile, EA	1					
Gauze, Conforming, 4" X 4.1YD, Sterile, EA		2				
Gauze, Conforming, Sterile, 2" X 4.1YD, EA		2				
Gauze, Conforming, Sterile, 3" X 4.1YD, EA		2				
Gauze, Over wrap, Petrolatum, 3"X36", EA			22			
Gauze, Petrolatum, 3"X36", EA		2				
Gauze, Surgical Sponge, 8-ply, 4" X 4", EA		5				
Glasses, Safety, EA	2					
Glove, Casting, L, BX				1		
Glove, Exam, Nitrile, LG, BX	1					
Glove, Exam, Nitrile, Med, BX	1					
Glove, Exam, Nonsterile, L, BX	1					
Glove, Exam, Nonsterile, M, BX	1					
Glove, Exam, Nonsterile, S, BX	1					

Assignment	ACS	+ER	+SNF	+Ortho	+OB	+Pedi
Glove, Exam, Sterile, SZ 7 1/2, EA		4				
Glove, Exam, Sterile, SZ 7, EA		4				
Glove, Exam, Sterile, SZ 8, EA		4				
Glucometer, Ascencia Elite, EA	1	1				
Gown, Isolation, EA		3	10			
Hand wash, Antiseptic, 4oz, EA		2	10			
Holder, Blood Collection, Vacutainer, EA	4					
Immobilizer, Knee Large		2				
Immobilizer, Knee Medium		2				
Immobilizer, Knee Small		2				
I-Stat, EA		1				
Jelly, Lubricating, 4oz, EA		12				
Kit, Cricothyrotomy, Emergency, Adult, EA		1				
Kit, Cricothyrotomy, Emergency, Pediatric, EA		1				
Kit, IV, Start, EA	6	5				
Kit, Nosebleed Tray		5				
Kit, Obstetrics					10	
Kit, Pelvic Exam Tray					10	
Kit, Staple Remover, Skin, EA		5				
Kit, Suture Removal, EA		5				
Life Pak 12, EA		1				
Light, Headlamp, 2610, LED, EA		1				
LMA, Size 1.0, EA		1				
LMA, Size 1.5, EA		1				
LMA, Size 2.0, EA		1				
LMA, Size 2.5, EA		1				
LMA, Size 3, EA		1				
LMA, Size 4, EA		1				
LMA, Size 5, EA		1				
Mask, Fluid-Shield, PFR95, Reg, EA	4					
Mask, Fluid-Shield, PFR95, S, EA	4					

Assignment	ACS	+ER	+SNF	+Ortho	+OB	+Pedi
Mask, O2, Non-rebreather, Pediatric, EA		1				1
Mask, Oxygen, Non-rebreather, Adult, EA		4				
Mask, Procedure, EA	10	15	25			
Mask, Procedure, Fluid shield, EA		10				
Meter, Peak Flow, EA		5				
Nebulizer, Small Volume, 7' Tubing, Adult, EA		15				
Nebulizer, Small Volume, 7' Tubing, Pediatric, EA		10				
Needle, Intraosseous, 18ga, EA		2				
Needle, IV, Winged, 21G, 0.75" X 3", EA		5				
Pack, Cold, EA	3	18				
Pack, Thoracostomy, EA		1				
Pad, ABD, Combine, 5" X 9", Sterile, EA		1				
Pad, Bladder Control, Capri, EA			13			
Pad, Chux, EA			15			
Pad, Eye, Sterile, EA		10				
Pad, Non-adherent, Sterile, 2" X 3", EA	20	10				
Pad, Prep, Alcohol, Med, EA	10	50				
Padding, Undercast, 4 X 4 YD, EA				14		
Paddle, Defibrillation, Adult, EA		1				
Paddle, Defibrillation, Pediatric, EA						1
Pulse Oximeter/CO2 Detector, EA	1					
Resuscitator, Manual, Adult, w/Mask, EA		2				
Resuscitator, Manual, Neonatal, w/Mask, EA						10
Resuscitator, Manual, Pediatric, w/Mask, EA						1
Sanitizer, Hand, 4oz, EA	8					
Scalpel, #11					5	
Scalpel, #15					5	
Scissors, Utility, EA	1					
Set, Extension, IV, 6", EA		3				
Set, IV, Administration, w/Extension, 89", 60ggt, EA		5				
Sheet, Drape, 2-ply, 40" X 48", EA					14	

Assignment	ACS	+ER	+SNF	+Ortho	+OB	+Pedi
Sheet, Stretcher, 40" X 72", EA		10				
Sheet, Stretcher, EA		20				
Specula, Otoscope, 4.25mm, Adult, EA		12				
Splint, Aluminum, Foam				2		
Splint, Corregated, Orange, EA				4		
Splint, Foam, EA	1					
Splint, Wire, EA	2					
Sponge, Lap, Sterile, 18" X 18", EA		2				
Sponge, Surgical, 8-ply, 4" X 4", NS, EA		20				
Stapler, Skin, 35 Staple,5.0 X3.5mm, EA		5				
Stockinet, Cotton, 2" X 25YD, EA				1		
Stockinet, Cotton, 3" X 25 YD, EA				1		
Strip, Blood Glucose Test, EA	3					
Stylette, ET, 10 Fr, EA		1				
Stylette, ET, 14 Fr, EA		1				
Stylette, ET, 8 Fr, EA		3				
Suction, Manual	1	5				
Suture, Blue, Mono, 0, CT-1, EA		4				
Suture, Braided Black, Silk-O, EA		4				
Suture, Braided, Silk, 2-0, EA		4				
Suture, Braided, Silk, O, EA		4				
Suture, Nylon, 1, TP-1, EA		2				
Suture, Nylon, 4-0, PS-2, EA		4				
Suture, Nylon, 5-0, PS-2, EA		4				
Suture, Nylon, 6.0, EA		10				
Suture, Nylon, 6-0, DS16, EA		3				
Suture, Nylon, Reverse Cutting, 18" 5.0, EA		34				
Suture, Plastic, Reverse Cutting, 30", 3.0, EA		4				
Suture, Vicryl, 4.0, EA		4				
Suture, Vicryl, 4-0, PS-2, EA		4				
Swab, Cotton, EA		17				

Assignment	ACS	+ER	+SNF	+Ortho	+OB	+Pedi
Syringe, 10cc, Luer Lock, EA		9				
Syringe, 10cc, Luer Lock, No Needle, EA		8				
Syringe, 30cc, EA		3				
Syringe, 6cc, 20G X 1 1/2", EA		2				
Syringe, Insulin, 1cc, EA	3					
Syringe, Insulin, w/Detachable Needle, 1cc, EA	38					
Syringe, Luer Lock, 10cc, EA		1				
Syringe, Luer Lock, 60cc, EA	2	3				
Syringe, No Needle, 10cc, EA		20				
Syringe, No needle, 30cc, EA		8				
Syringe, Safety, 1cc, 28G X 1/2", EA		3				
Syringe, Safety, Tuberculin, 1ML, EA		100				
Tape, Cast, Fiberglass, 4" X 4YD, EA				1		
Tape, Casting, 4" X 4YD, EA				1		
Tape, Cloth, 1", EA	2	2				
Tape, Cloth, 3", EA	2					
Tape, Paper, 1", EA	1		9			
Tape, Surgical, Cloth, 2.5cm X 9m, EA		3				
Tape, Surgical, Paper, 7.5cm X 9m, EA		1				
Thermometer, Turbo Temp, EA	1	1				
Tourniquet, 1" X 18", EA		3				
Traction, Leg, QD-4 Unit, Adult, EA		1				
Tray, Incision and Drainage, EA	1					
Tray, Instrument, Incision and Drainage, EA	1					
Tray, Irrigation, Bulb Syringe, EA		2			2	2
Tube, Feeding, 6 Fr, Pediatric, EA						1
Tube, Feeding, Single Port, Pediatric, 8fr, EA						1
Tube, Feeding, Single Port, Pediatric, w/o Stylet, 8fr, EA						5
Tube, Nasogastric, 10 Fr, EA		1	9			
Tube, Nasogastric, 16 Fr, EA		3	9			
Tube, Nasogastric, 6 Fr, EA						1

Assignment	ACS	+ER	+SNF	+Ortho	+OB	+Pedi
Urinal, 32oz, Male, EA	4	3	6			
Wash Cloth, Dry, EA			18			
Wheelchair, 18", EA	1	1	1			
Wipe, Antimicrobial, EA	10	10				

## Appendix 10: Example Pharmaceutical Supply List

This tool provides lists of potential pharmaceutical needs for a 25-bed ACS, as well as any of the several additional services. All ACS types have been developed in alignment with regional plans and ACS assumptions. Advanced level ACS types are excluded due to power or oxygen dependency.

Assignment	ACS	+ER	+SNF	+Ortho	+OB	+Pedi	+IC	+MH
Acetaminophen Oral Liquid 160mg/5mL; 120mL	5					10		
Acetaminophen Suppositories 120mg; 12's						5		
Acetaminophen Suppositories 650mg; 12's			5					
Acetaminophen Tablets, 325mg; 100s	2							
Acetazolamide Tablets 250 mg; 100's			5					
Activated Charcoal; 50gm; 240mL		4						
Adenosine Injection 3mg/mL; 2mL; 3's		2						
Albuterol Inhalation Solution 0.083%; 3mL; 25's	1	2				1		
Albuterol Inhalers	5	10						
Albuterol Syrup 2mg/5mL 480mL	1	2				1		
Albuterol Tablets, 4 mg; 100's		1						
Amiodarone HCl Injection, 150 mg/3ml; 25 SDV		2						
Ammonia ampules	10							
Amoxicillin Capsules 250mg; 100's	1							
Amoxicillin Oral Susp. 250mg/5mL; 150mL						1		
Amoxicillin/Clavulanic Chewable 400mg/57mg; 20s						1		
Ampicillin Sodium 1GM vials 10's		1						
Antacid Liquid Reg Str; 150mL; 48	10	5						
Artificial Tears 15 ml	5		10					
Aspirin Chewable Tablets, 81mg; 36's		1						

Aspirin Tablets, 325mg, 100's UD		1				
Atenolol Tablets 50 mg; 100's		1				
Ativan IV and PO, 2mg 10s		1				
Atropine Injection 0.1mg/mL; 10mL; 10s		1				
Azithromycin Syrup 200 mg/ 5 ml			1			
Azithromycin Tabs. 250 mg; 18's		1				
Bacitracin Ointment 15gm; 1's	1					
Baclofen Tablets 10 mg, 100's			1			
Bupivacaine (Marcaine) Injection, 0.5%, 30 ml, 25's				1		
Calamine Lotion, Phenolated, 6 oz	1					
Carbamazepine Tablets, 200 mg; 100's		1				
Cefazolin Sod. Injection 1 Gm 10mL; 25's		1				
Cephalexin Oral Susp. 250 mg/5 ml; 200 ml		1				
Ciprofloxacin 400mg/200ml premix		1				
Ciprofloxacin Tablets 250mg; 100's			1			
Clonidine HCl Tablets 0.1mg; 100's		1				
D50W (Dextrose 50%) Injection 50mL; 24s	5	5				
Dextrose 5% Inj 500 ml & Sodium Chloride 0.9% Inj. 500 ml, 24's	5	10				
Diaper Rash Ointment, 30Gm	2				10	
Digoxin Tablets 0.125mg; 100s			1			
Diphenhydramine Capsules 25mg; 100s	1	1				
Diphenhydramine Elixir 12.5mg/5mL; 120mL;		1			1	
Diphenhydramine Injection 50mg/mL; 1 ml 25 vial		1				

Dobutamine Hydrochloride Inj. 250 mg/20 ml, 10 vials		1					
Dopamine Injection 40mg/mL; 10mL; 25s vial		1					
Doxycycline Hyclate Tabs.,100 mg UD, 100's						1	
Epinephrine 1:1,000 (1mg/mL); 30 ml		1					
Epinephrine 1:10,000 (0.1mg/mL); 10mL; 10s		1					
Erythromycin Enteric Coated Tablets 250mg; 100s		1					
Famotidine Tablets 20mg; 100's		1					
Furosemide Injection 10 mg/ml 10 ml, 25's			1				
Furosemide Tablets 40mg; 100s		1	+SNi		Pear		
Gamma Globulin Injection; 5mL; REFRIG		1					
Gentamicin Ophthalmic Solution 0.3% 5ml		1					
Glucagon for Injection 1mg w/ 1 ml		1					
Guaifenesin Syrup; 120mL					1		
Haloperidol Injection 5mg/mL; 10s							1
Heparin Lock Flush Kit, 100 units/ml , 25's	2	2					
Heparin Sodium Injection 1000 units/ml, 10 ml, 25's	1						
Humulin-N 100U/mL; 10mL		1	1				
Humulin-R 100U/mL; 10mL		1	1				
Hydrocortisone Cream 1%, 1 oz	1	2					
Ibuprofen Oral Suspension 100mg/5mL; 120mL 24s	1				1		
Ibuprofen Tablets 600 mg, 100's	1	1					
Ketorolac Injection 30mg/mL; 2mL 10s vial			1				
Lactated Ringers Injection 1000ml 12's	1	1		1			

Levothyroxine Sodium Tablets 0.1 mg; 100's			1				
Lidocaine 1% Injection 20mL; 25s		1		2			
Lidocaine 1% w/Epinephrine Injection; 30mL; 5		1					
Lidocaine 2% Viscous 100mL			1				
Lindane Lotion 1%; 60mL	1						
Lindane Shampoo 1%; 60mL	1						
Magnesium Sulfate Injection 500 mg/ml 2ml, 10's		1		1			
Methylprednisolone Injection 125mg; 2mL 25s	1	1					
Methylprednisolone Tablets 4 mg; 21's						1	
Metoprolol 1mg/ml 5 ml; 12 amps		1					
Metoprolol TartrateTablets 50mg; 100s			1				
Miconazole Cream 2% 30gm;					1		
Miconazole Vaginal Cream 45gm					1		
Naloxone Hydrochloride Injection 0.4 mg/ml, 1 ml, 10's		1				1	
Nitroglycerin Sublingual Tablets 0.4mg; 25 x 4s	1	1					
Nitroglycerine Transdermal System 0.2mg/hr, 30's		1					
Ophthalmic Irrigating Solution 4 fl ozs	1	10					
Oxytocin 10Units/mL; 25 amps					1		
Pedialyte Solution 8 fl oz; 24s						1	
Penicillin G Sodium for Injection, 5 mill units, 10'suse ceftriaxone or Zosyn instead		1					
Phenergan (injectable) 25mg/ml, 25s		1					
Prednisone Tablets 5mg; 100s		1					

Promethazine Suppositories 25 mg, Adult, 12's		1					
Pseudoephedrine Tablets 30mg 24'S		1					
SMZ/TMP DS Tablets, 800/160mg; 100s						1	
Sodium Chloride 0.9%, 1000 ml, 12's		1		1			
Sodium Chloride Injection 0.9% 250ml 24's		1					
DT (Tetanus and Diphtheria Toxoids Ads (peds); for age = or < 6					1		
Td (Diphtheria & Tetanus Toxoids) for age > or = 7							
Tetanus Immune Globulin, 250 units/syringe; 1s		1					
Triple Antibiotic Ointment; 15gm;	1						
Visine, Eye Drop (Tetrahydrazoline 0.05%)	10						

	MCMOD7 - 48 Ho	ur MOD					
1 MOD Unit at R	1 MOD Unit at Renown Regional Medical Center						
ltem #	Description	Individual	Qty				
MC5001	48 Hour Bedding Kits	15/box	2				
MC5002	48 Hour Patient Care Kits	15/box	2				
MC5006	Staff Scrub Sets	30/box; 10 each M, XL, XXXL	2				
MC5007	Biohazard Waste Bin	each	2				
HM4911S	StatPaq Box	40/box	2				
HM705	Dry-It Disposable Towels	100/roll	2				
CTM40101	Patient Lifters	each	4				
PR235M	Lab Coats - M	each	10				
PR235XL	Lab Coats - XL	each	10				
HM3716L	Exam Gloves (Nitrile) - L	100/box	6				
HM3716M	Exam Gloves (Nitrile) - M	100/box	6				
HM3716S	Exam Gloves (Nitrile) - S	100/box	6				
HM5210	N95 Respirators	20/box	4				
MC4013R	Biohazard Bag Refill	20 bags/box	2				
MC4017	Disposable Stethoscope	each	12				
MC4024	Sharps Disposal Container	each	4				
MC4053	Post Mortem Kit	each	4				
MC4025	Bedpans	each	12				
MC4026	Male Urinals	each	12				
MC4031	Sani-Bag	100/box	1				
MC4027	Absorbant Briefs - Adult	80/box	2				
MC4022	Privacy Curtain	each	4				
MC4019	IV Pole	each	4				
MCPACKAGING	MOD Cabinet Packaging		incl				

	MCPOD6 - 96 Hour POD		
1 POD Unit at Ren	own Regional Medical Center		
	nt Mary's Regional Medical Center		
ltem #	Description	Individual	Qty
MC4001	Linen Kits	25/box	4
MC4002	Linen Kits - Infant	25/box	1
MC4003	Gown Kits - Adult	25/box	3
MC4004	Gown Kits - Youth	25/box	1
MC4005	Hygiene Kits	25/box	3
MC4006	Infant Care Kits	25/box	1
MC4007M	Staff Scrubs - M	25/box	2
MC4007XL	Staff Scrubs - XL	25/box	3
MC4007XXXL	Staff Scrubs - XXXL	25/box	2
MC4008	Pillows	25/box	3
MC4009	Blankets	25/box	3
MC4010	Patient Lifters	10/box	1
HM4911C	StatPag Case	6 boxes of 10/case	2
HM705	Dry-It Disposable Towels	100/roll	3
MC4012M	Lab Coats - M	10/box	2
MC4012XL	Lab Coats - XL	10/box	2
MC4013	Biohazard Bags & Holder	20 bags/box	6
MC4013R	Biohazard Bag Refill	20 bags/box	3
HM3716M	Exam Gloves (Nitrile) - M	100/box	8
HM3716L	Exam Gloves (Nitrile) - L	100/box	8
MC4017	Disposable Stethoscope	each	25
MC4018	Disposable BP Cuff Covers	20/box	2
MC4019	IV Pole	each	8
MC4020	Post Mortem Kit	10/box	2
MC4021	Post Mortem Kits - Pediatric	10/box	1
MC4022	Privacy Curtain	each	8
MC4023	Emergency Warming Blankets	25/box	2
MC4024	Sharps Disposal Container	each	10
MC4025	Bedpans	25/box	1
MC4026	Male Urinals	25/box	1
MC4027	Absorbent Briefs - Adult	80/box	1
MC4031	Sani-Bag+	100/box	2
MC4033-4	Baby Diapers - Size 4	160/box	1

MC4033-6	Baby Diapers - Size 6	120/box	1
HM5210	N95 Respirators	20/box	5
BXMCSHELL	MasCache Box Shell	each	incl
MCPACKAGING	Custom POD Packaging	per pallet	incl

### Appendix 12: Federal Medical Stations

In certain situations, it may be applicable to transition from an alternate care site (ACS) to a Federal Medical Station (FMS) or from an ACS to a FMS. This section provides items information on FMS, with an introduction and how to request the resource, to include layout for possible 50 bed facilities. It is important to take this into consideration when the possibility of transitioning from between an ACS and FMS is probable.

As stated previously, FMS is typically deployed in 50-bed increments, up to 250 beds. It can be augmented with additional beds/cots if required. The following pages contain layout examples (in 50-bed increments) of configurations (by type) and the required amount of space in square feet.

The general layout for FMS (III) should maximize patient flow and provide efficient inpatient management services. The admission and disposition area is the focus of the initial patient presentation and/or final disposition and should be located at the main entrance of the building.

The inpatient bed area should be centrally located to all functional areas within the FMS (III). The inpatient bed area should allow <u>at least two feet</u> of clear floor space between the "heads" of the beds. Side-by-side Spacing between cots should be <u>approximately</u> 4 feet. The bed/cot spacing should not restrict routine patient care activities and there should be complete access to the patient and enough circulation space to allow movement of staff.

Support and storage areas are best arranged around the periphery or upper floors of the building. The FMS traffic pattern should allow rapid access to every area with a minimum of cross-traffic.

FMS layout space determinants revolve around the patient bed areas and functional support areas. The functional support area dimensions remain mostly the same in each configuration while the patient bed/nurses station space and the space for supporting staff grows with each increase in bed increment. The required space for the patient bed areas and support staff areas are depicted on the following layout pages. Functional support areas and their approximate dimensions are listed as follows.

- 1. Administration and Admission Area:
  - Total Space Requirement: 1614 sq ft (35 ft x 46 ft)
- 2. Common Area:
  - Total Space Requirement: 1170 sq ft (36 ft x 32.5 ft)
- 3. Waiting Area:
  - Total Space Requirement: 830 sq ft (25.5 ft x 32.5 ft)
- 4. House Support:
  - Total Space Requirement: 760 sq ft (35 ft x 22 ft)
- 5. Medical Support:
  - Total Space Requirement: 1614 sq ft (35 ft x 22 ft)
- 6. Pharmacy Area:
  - Total Space Requirement: 280 sq ft (35 ft x 8 ft)
- 7. Treatment Area:
  - Total Space Requirement: 1675 sq ft (35 ft x 48 ft)

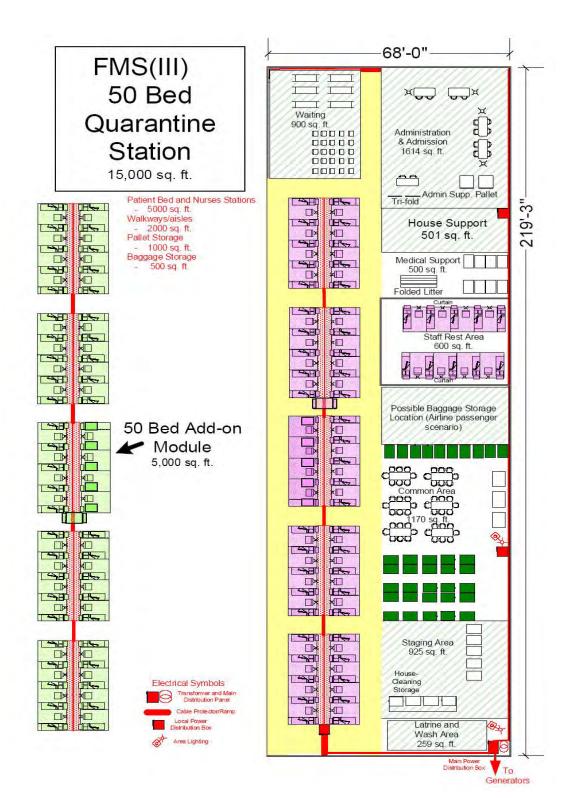
July 2019

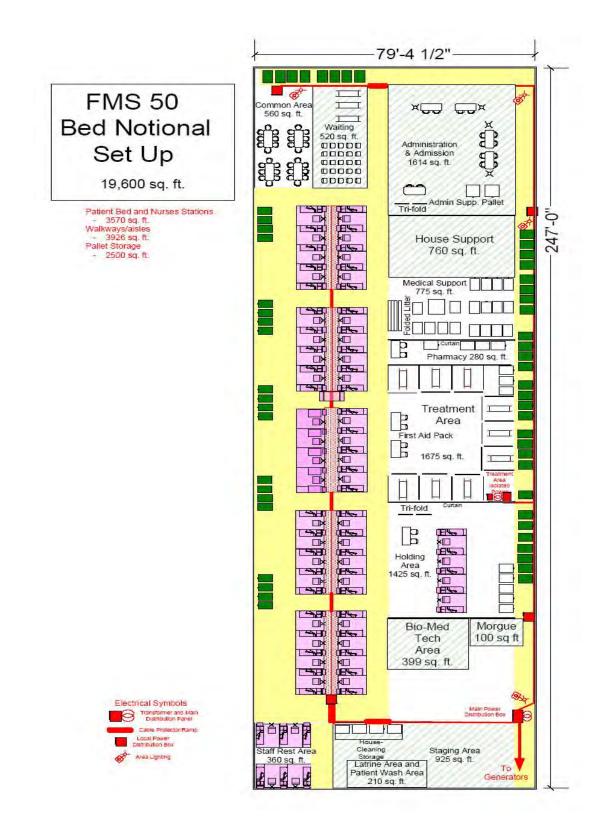
- 8. Holding Area:
  - Total Space Requirement: 1425 sq ft (35 ft x 41 ft)
- 9. Area Encompassing Bio-Med and Morgue:
  - Total Space Requirement: 1120 sq ft (35 ft x 32 ft)
  - Bio Med Space Requirement: 399 sq ft (18 ft x 22.5 ft)
  - Morgue Space Requirement: 100 sq ft (8 ft x 12.5 ft)
- 10. Staging Area Encompassing Latrine/Patient Wash and Housecleaning areas:
  - Total Space Requirement: 925 sq ft (20 ft x 46.5 ft)
  - Latrine Space Requirement: 210 sq ft (21 ft x 10 ft)
  - Housecleaning Storage Requirement: 45 sq ft (15 ft x 3 ft)
- 11. Staff Rest Area:
  - Total Space Requirement: 600 sq ft (30 ft x 20 ft)
- 12. Pallet Storage Area (in aisles along edges of FMS): 2718 sq ft
  - See Diagrams for examples.
  - For planning estimates use the following dimensions:
    - Aisle at "top" of station: 448 sq ft (8 ft x 56)
    - Large Aisle on "left" side of station: 1490 sq ft (149 ft x 10 ft)
    - Aisle on "right" side of station: 780 sq ft (6 ft x 130 ft)
- 13. Walkways and Patient Bed areas: see following diagrams
  - For planning estimates, one "patient bed section" is approximately 456 sq ft (16 ft x 28.5 ft) when factoring ten 7-foot cots with 2 feet between the heads and 4 feet side by side spacing)

### Other Factors to consider:

- Triwalls can be stacked or even disassembled to maximize space for other areas
- Patient walkways and aisles between patient bed "sections" must be a minimum of 8 ft wide to allow unencumbered maneuver of mobility-impaired persons and/or gurneys
- Storage and staging of dunnage

Below are examples of a 50-bed quarantine and a 50-bed care configuration.





July 2019

### FMS Site Selection Criteria and Support Requirements

<u>A. General.</u> Optimally, state and local officials will locate and determine the suitability of an existing facility or structure that can be utilized to support the FMS (III), consistent with its intended purpose for the specific incident.

### **B. Facility Selection Criteria:**

- 1. Close proximity to its supporting hospital for ease of transferring patients and sharing of resources, such as laboratories and diagnostic capabilities.
- 2. Sufficient size minimum of 40,000 square feet of enclosed space for 250 bed set (see note below on Building Size); a building with an open area of approximately 55,000 sq ft is considered optimum for an 250 bed FMS station. Appendix B contains square foot requirements for smaller bed increment FMSs.
- 3. Sufficient existing communications and electrical links.
- 4. Adequate parking and loading ramps to handle 53 ft tractor trailers; adequate staging area for parking or maneuvering tractor trailers.
- 5. Sufficient materiel handling equipment (MHE) and back-up generator capability.
- 6. Separate rooms with large floor space for patient care.
- 7. Bathrooms with shower capabilities for patients, kitchens, and laundry facilities.
- 8. Capable of providing adequate security and/or being adequately secured by law enforcement; also capable of providing secure storage for controlled substances
- 9. Climate control.
- 10.Sufficient wireless connectivity; no significant interference or signal shielding problems.

<u>C. Recommended Facilities.</u> Recommended existing structures suitable for use as a FMS (III) include, if available: National Guard armories, gymnasiums, civic sports centers, schools, hotel conference rooms, health clubs, convention centers, and community centers. A factor that makes National Guard armories and schools attractive is the fact that they are generally publicly owned structures, making it easier for emergency coordinators to rapidly secure them in the event of a disaster.

**D.** Building Size Considerations. The building size is also a very important factor when selecting an existing structure. The building should be large enough to effectively care for at least 250 inpatient beds. The exact allocation of space will be largely determined by the facility design; however, the FMS (III) basic module consists of five 50-bed sub modules. If needed, the FMS (III) configuration allows for expanding its capacity by simply adding sub-modules within a given facility as space permits. The minimum building size of a functional FMS (III) that can incorporate the 250-bed capacity is approximately 40,000 square feet. The minimum sized building required for either a 50-bed Quarantine and Shelter sub-module or a 50-bed Non-Acute Care sub-module is approximately 9,000 square feet. The total size and number of bed sub modules that can be used will be directly influenced by factors such as facility layout (should not let the building

dictate the support requirement), number of patients, patient acuity, and the medical logistics support.

**<u>F. Station Support Requirements.</u>** Some of these may seem redundant, but it is necessary to repeat the requirements that an FMS station will require to be operational so state and local authorities can plan accordingly.

- 40,000 square feet of enclosed space
- Perimeter security
- Waste removal (to include Bio-hazard)
- Electrical power source and distribution
- Potable water and ice
- Materiel Handling Equipment for off-loading/set-up (forklifts, pallet jacks, and operators)
- On-site transportation
- Billeting for 150 staff personnel
- Latrine/shower facilities for patients; portable toilet service
- Access to civilian medical personnel and contractors employed in patient care, patient transportation, and other support services.
- Communications and Information Technology (IT) support; area must "wireless friendly" with no interference or signal shielding that would affect connectivity
- Food service for staff and patients
- Access to airstrip/helipad for air evacuation
- Medical Oxygen access
- Laundry services
- Mortuary support
- Refrigeration
- Controlled substance secure storage

DBOH AGENDA ITEM NO. 6D



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# Staff Report Board Meeting Date: June 27, 2019

TO:	District Board of Health
FROM:	Michael Wolf, Acting Director 775-784-7206, mwolf@washoecounty.us
SUBJECT:	Acceptance of the "Washoe County, Nevada Air Quality Trends (2009-2018)" Report

### **SUMMARY**

The Air Quality Management Division (AQMD) operates and maintains an ambient air monitoring program to determine compliance with health-based National Ambient Air Quality Standards (NAAQS). This annual report summarizes the previous year's ambient air monitoring data and provides a long-term trend for each pollutant.

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

**3.** Local Culture of Health: Lead a transformation in our community's awareness, understanding, and appreciation of health resulting in direct action.

### PREVIOUS ACTION

The Air Quality Trends Report is updated and presented annually to the District Board of Health (DBOH) for acceptance. The most recent action occurred on May 24, 2018 with the acceptance of the "Washoe County, Nevada Air Quality Trends (2008-2017)" report.

### BACKGROUND

The U.S. Environmental Protection Agency (EPA) establishes health-based NAAQS for six criteria air pollutants including Ozone and Particulate Matter. Each year, the AQMD prepares this report, which summarizes the previous year's monitoring data. Although there are no statutory requirements to publish an annual report of ambient air monitoring data, EPA strongly encourages air quality management agencies to do so.

This Air Quality Trends Report summarizes 2018 and the ten-year trend for each pollutant. The full report is available at the AQMD website (OurCleanAir.com). Following is a summary of last year's Air Quality Index (AQI) levels and the AQI trend for the previous ten years.



Subject: Air Quality Trends Report Date: June 7, 2019 Page 2 of 4

### A Review of 2018

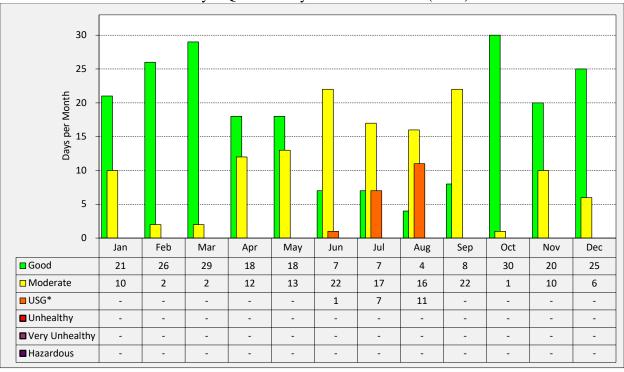
January began with three yellow burn codes and remained green until the end of February. It was the second warmest January on record in addition to the active weather through March including several atmospheric rivers. March ended up being the fourth wettest on record for Reno. The highest 24-hour average for  $PM_{2.5}$  during the burn code season was 19.7  $\mu$ g/m<sup>3</sup> on January 29 at Sparks.

The first ozone exceedance of the year occurred on June 11. The 8-hour rolling average for ozone was 0.071 ppm at Reno3. Unusually warm temperatures affected our region resulting in Red Flag Warnings to end the month.

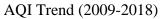
July to mid-August was active with thunderstorms and wildfire smoke. Record heat, high winds, and periods of thunderstorms throughout July resulted in many wildfires in California and Nevada. Washoe County had 17 ozone 8-hour exceedances and seven PM2.5 24-hour exceedances during the smoke affected The highest 8-hour average for days. ozone was 0.083 ppm at Reno3 on July 30. This was the highest 8-hour average since the 2008 wildfires. The highest 24hour average for PM<sub>2.5</sub> was 53.9  $\mu$ g/m<sup>3</sup> at Spanish Springs on July 29. The weeks surrounding these two days were affected by the various wildfires including the Carr, Mendocino Complex, Ferguson, Perry, Whaleback, and North.

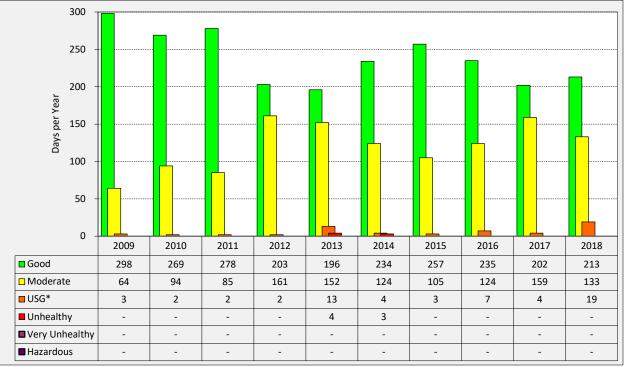


The fire season continued into November with dry, warm, and windy days. The Camp Fire affected some portions of western Washoe County including Incline Village. Short-lived cold air inversions started in mid-November and continued into December. Significant and frequent storms affected the area as well as recording breaking heat to end the year. December 20 broke the all-time daily record with 66°F. There were no yellow or red burn codes issued. The highest 24-hour concentration for PM<sub>2.5</sub> was 16.8  $\mu$ g/m<sup>3</sup> on November 19 at Sparks.



Monthly AQI Summary for All Pollutants (2018)





<sup>\*</sup> Unhealthy for Sensitive Groups

Subject: Air Quality Trends Report Date: June 7, 2019 Page 4 of 4

### FISCAL IMPACT

There is no additional fiscal impact to the FY 2018-19 budget should the DBOH accept the "Washoe County, Nevada Air Quality Trends (2009-2018)" report.

### **RECOMMENDATION**

Staff recommends that the DBOH accept the "Washoe County, Nevada Air Quality Trends (2009-2018)" report.

### POSSIBLE MOTION

Should the DBOH accept the trends report, a possible motion could be "Move to accept the "Washoe County, Nevada Air Quality Trends (2009-2018)" report".

DBOH AGENDA ITEM NO. 6E



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# Staff Report Board Meeting Date: June 27, 2019

- **TO:** District Board of Health
- **FROM:** Nancy Kerns Cummins, Fiscal Compliance Officer 775-328-2419, nkcummins@washoecounty.us
- **SUBJECT:** Approve an Interlocal Agreement between the Washoe County Health District and the University of Nevada School of Medicine Integrated Clinical Services, Inc., and University of Nevada School of Medicine Multispecialty Group Practice North, Inc., dba MEDSchool Associated North (MSAN), to provide a physician consultant to the Tuberculosis Prevention and Control Program in the total amount of \$14,400.00 effective July 1, 2019 through June 30, 2020 unless extended by the mutual agreement of the Parties, with automatic renewal for successive one-year periods for a total of 3 years on the same terms; and authorize the Chair to execute the Interlocal Agreement.

# **SUMMARY**

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

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

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

## PREVIOUS ACTION

The Board approved the current agreement at their April 28, 2016 meeting.

## **BACKGROUND**

The Interlocal Agreement provides for a physician consultant to the Tuberculosis (TB) Prevention and Control Program. MSAN will also: review and approve treatment protocols and clinical evaluations performed by nurses; provide medical consultation related to the diagnosis and treatment of active tuberculosis cases and latent tuberculosis infection; provide medical consultation for epidemiological investigations and education to community providers; physician coverage 52 weeks per year, including coverage when the assigned physician is unavailable; comply with the 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 documentation to the District prior to beginning services of



Subject: Interlocal Agreement with MSAN – TB Program Physician Consultant Date: June 27, 2019 Page 2 of 2

required immunizations; and ensure that the physician consultant has submitted to a full background investigation pursuant to NRS 179.180 et seq.

## FISCAL IMPACT

Should the Board approve this Interlocal Agreement there will be no additional fiscal impact to the adopted FY20 budget as these expenses were anticipated.

### **RECOMMENDATION**

It is recommended that the Washoe County Health District approve an Interlocal Agreement between the Washoe County Health District and the University of Nevada School of Medicine Integrated Clinical Services, Inc., and University of Nevada School of Medicine Multispecialty Group Practice North, Inc., dba MEDSchool Associated North (MSAN), to provide a physician preceptor to the Immunization Program in the total amount of \$8,032.50 effective July 1, 2019 through June 30, 2020 unless extended by the mutual agreement of the Parties, with automatic renewal for successive one-year periods for a total of 3 years on the same terms; and authorize the Chair to execute the Interlocal Agreement.

### POSSIBLE MOTION

Should the Board agree with staff's recommendation, a possible motion would be: "Move to approve an Interlocal Agreement between the Washoe County Health District and the University of Nevada School of Medicine Integrated Clinical Services, Inc., and University of Nevada School of Medicine Multispecialty Group Practice North, Inc., dba MEDSchool Associated North (MSAN), to provide a physician preceptor to the Immunization Program in the total amount of \$8,032.50 effective July 1, 2019 through June 30, 2020 unless extended by the mutual agreement of the Parties, with automatic renewal for successive one-year periods for a total of 3 years on the same terms; and authorize the Chair to execute the Interlocal Agreement."

#### INTERLOCAL AGREEMENT

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

#### WITNESSETH:

Whereas, the District has a public health program known as the Tuberculosis Prevention and Control Program (TBPCP), 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 TBPCP 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 TBPCP.
- 2. Designate a faculty member to review and approve the treatment protocols and clinical evaluations performed by District nurses.
- 3. Designate a faculty member to provide medical consultation related to the diagnosis and treatment of active tuberculosis cases and latent tuberculosis infection in a manner prescribed by currently acceptable medical practice.
- 4. Designate a faculty member to provide medical consultation for epidemiological investigations.
- 5. Designate a faculty member to provide medical consultation and education to community providers as needed.
- 6. Designate a faculty member to discuss and review problem clinic patients with staff on site and by telephone. Attend scheduled clinics at the time agreed upon with the TBPCP staff.
- 7. Designate a faculty member to serve on District committees as requested.
- 8. 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.
- 9. Bill the District each month for consultative/clinical services provided.
- 10. Comply with all applicable laws, ordinances and regulations of governmental entities including but not limited to blood borne pathogens, tuberculosis exposures, professional licensure, and confidentiality of District medical records.

- 11. 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.
- 12. 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.
- 13. Comply with OSHA Blood borne Pathogen requirements for Medical Service Providers. The requirements of Exhibit A are attached and included by reference.
- 14. Have the medical consultants for the TBPCP 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, b) an undisclosed pending 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 \$14,400 annually at the rate of \$1,200 per calendar month for the administrative services provided as Medical Consultant of the TBPCP 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 TBPCP protocol.
- 6. Provide physician(s) with appropriate forms to obtain fingerprints at the Washoe County Sheriff's Office.

HIPAA. To the extent applicable to this Agreement, the parties agree to comply with the Health Insurance Portability and Accountability Act of 1996, as codified at 42 USC 1320d ("HIPAA") and any current and future regulations promulgated thereunder including without limitation the federal privacy regulations contained in 45 C.F.R. Parts 160 and 164 (the "Federal Privacy Regulations"), and the federal standards for electronic transactions contained in 45 C.F.R. Parts 160 and 162, all collectively referred to herein as "HIPAA Requirements.", including the Health Information Technology for Economic and Clinical Health Act ("HITECH") that was adopted as part of the American Recovery and Reinvestment Act of 2009. 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. The parties agree not to use or further disclose any Protected Health Information (as defined in 42 USC 1320d), other than as permitted by HIPAA Requirements and the terms of this Agreement. The parties shall make their internal practices, books, and records relating to the use and disclosure of Protected Health Information available to the Secretary of Health and Human Services to the extent required for determining compliance with the Federal Privacy Regulations.

#### **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, 2019 through June 30, 2020 unless extended by the mutual agreement of the Parties. The Agreement will automatically be renewed for 2 successive one-year periods for a total of 3 years on the same terms unless either party gives the other written notice of nonrenewal at least 60 days prior to June 30 of each year. The automatic renewal provision of this section shall not affect the right of the Health District to terminate the Agreement as provided.

<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.

<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.

<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.

<u>AMENDMENTS</u>. 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.

<u>ENTIRE AGREEMENT.</u> 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:

District Health Officer Washoe County Health District 1001 E 9<sup>th</sup> Street Reno NV 89512

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:\_

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Date:

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: Thomas Schwenk, MD

3419 Date:

Dean, University School of Medicine Vice President, University of Nevada, Reno Division of Health Sciences DBOH AGENDA ITEM NO. 6F



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# Staff Report Board Meeting Date: June 27, 2019

- **TO:** District Board of Health
- **FROM:** Nancy Kerns Cummins, Fiscal Compliance Officer 775-328-2419, nkcummins@washoecounty.us
- **SUBJECT:** Approve an Interlocal Agreement between the Washoe County Health District and the University of Nevada School of Medicine Integrated Clinical Services, Inc., and University of Nevada School of Medicine Multispecialty Group Practice North, Inc., dba MEDSchool Associated North (MSAN), to provide a physician preceptor to the Immunization Program in the total amount of \$8,032.50 effective July 1, 2019 through June 30, 2020 unless extended by the mutual agreement of the Parties, with automatic renewal for successive one-year periods for a total of 3 years on the same terms; and authorize the Chair to execute the Interlocal Agreement.

# **SUMMARY**

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

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

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

## PREVIOUS ACTION

This is an on-going Agreement that has been entered into for many years. The Board approved the current agreement at their July 28, 2016 meeting.

## **BACKGROUND**

The Interlocal Agreement provides for a physician preceptor to the Immunization Program. MSAN will also: review and approve treatment protocols and clinical evaluations performed by nurses; provide physician coverage 52 weeks per year, including coverage when the assigned physician is unavailable; perform credentialing physician of record duties in order to contract with third party payers; provide periodic in-service education to District staff upon request; comply with the 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 documentation to the District prior to beginning services of required



Subject: Interlocal Agreement with MSAN – Immunizations Program Physician Preceptor Date: June 27, 2019 Page 2 of 2

immunizations; and ensure that the physician consultant has submitted to a full background investigation pursuant to NRS 179.180 et seq.

## FISCAL IMPACT

Should the Board approve this Interlocal Agreement there will be no additional fiscal impact to the adopted FY20 budget as these expenses were anticipated.

### **RECOMMENDATION**

It is recommended that the Washoe County Health District approve an Interlocal Agreement between the Washoe County Health District and the University of Nevada School of Medicine Integrated Clinical Services, Inc., and University of Nevada School of Medicine Multispecialty Group Practice North, Inc., dba MEDSchool Associated North (MSAN), to provide a physician preceptor to the Immunization Program in the total amount of \$8,032.50 effective July 1, 2019 through June 30, 2020 unless extended by the mutual agreement of the Parties, with automatic renewal for successive one-year periods for a total of 3 years on the same terms; and authorize the Chair to execute the Interlocal Agreement.

### **POSSIBLE MOTION**

Should the Board agree with staff's recommendation, a possible motion would be: "Move to approve an Interlocal Agreement between the Washoe County Health District and the University of Nevada School of Medicine Integrated Clinical Services, Inc., and University of Nevada School of Medicine Multispecialty Group Practice North, Inc., dba MEDSchool Associated North (MSAN), to provide a physician preceptor to the Immunization Program in the total amount of \$8,032.50 effective July 1, 2019 through June 30, 2020 unless extended by the mutual agreement of the Parties, with automatic renewal for successive one-year periods for a total of 3 years on the same terms; and authorize the Chair to execute the Interlocal Agreement."

#### INTERLOCAL AGREEMENT

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

#### WITNESSETH:

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

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

WHEREAS, the School agrees to provide a physician preceptor to the Immunization Program as described herein;

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

MSAN 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. 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. MSAN 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.
- 4. Perform credentialing physician of record duties for WCHD clinical programs in order to contract with third party payers.
- 5. Provide periodic in-service education to District staff upon request.
- 6. Bill the District each month for consultative/clinical services provided.
- 7. Comply with OSHA blood borne pathogen requirements for medical service providers. The requirements of Exhibit A are attached and included by reference.
- 8. 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.
- 9. 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 \$8,032.50 per year in 12 monthly installments of \$669.38 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.

HIPAA. To the extent applicable to this Agreement, the parties agree to comply with the Health Insurance Portability and Accountability Act of 1996, as codified at 42 USC 1320d ("HIPAA") and any current and future regulations promulgated thereunder including without limitation the federal privacy regulations contained in 45 C.F.R. Parts 160 and 164 (the "Federal Privacy Regulations"), and the federal standards for electronic transactions contained in 45 C.F.R. Parts 160 and 162, all collectively referred to herein as "HIPAA Requirements.", including the Health Information Technology for Economic and Clinical Health Act ("HITECH") that was adopted as part of the American Recovery and Reinvestment Act of 2009. 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. The parties agree not to use or further disclose any Protected Health Information (as defined in 42 USC 1320d), other than as permitted by HIPAA Requirements and the terms of this Agreement. The parties shall make their internal practices, books, and records relating to the use and disclosure of Protected Health Information available to the Secretary of Health and Human Services to the extent required for determining compliance with the Federal Privacy Regulations.

#### 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.

<u>TERM.</u> The term of this Agreement is from July 1, 2019 through June 30, 2020 unless extended by the mutual agreement of the Parties. The Agreement will automatically be renewed for successive one-year periods for a total of 3 years on the same terms unless either party gives the other written notice of nonrenewal at least 60 days prior to June 30 of each year. The automatic renewal provision of this section shall not affect the right of the Health District to terminate the Agreement as provided below.

<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.

**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.

<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.

<u>AMENDMENTS.</u> 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.

<u>ENTIRE AGREEMENT.</u> 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.

<u>NOTICES.</u> 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 UNRMED1664 North Virginia Street Penn Bldg, M/S 0332 Reno, Nevada 89557-0332

Notices to the District shall be addressed to:

District Health Officer Washoe County Health District 1001 E. 9<sup>th</sup> Street Reno NV 89512

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

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By: \_\_\_\_\_ Date: \_\_\_\_\_

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

Date: S By: Thomas Schwenk, MD

Dean, University of Nevada, Reno School of Medicine Vice President, Division of Health Sciences President, Integrated Clinical Services DBOH AGENDA ITEM NO. 6G



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# Staff Report Board Meeting Date: June 27, 2019

- **TO:** District Board of Health
- **FROM:** Nancy Kerns Cummins, Fiscal Compliance Officer 775-328-2419, nkcummins@washoecounty.us
- **SUBJECT:** Approve an Interlocal Agreement between the Washoe County Health District and the University of Nevada School of Medicine Integrated Clinical Services, Inc., and University of Nevada School of Medicine Multispecialty Group Practice North, Inc., dba MEDSchool Associated North (MSAN), to provide male sterilization procedures up to a maximum of \$9,040.00 annually effective July 1, 2019 through June 30, 2020 unless extended by the mutual agreement of the Parties, with automatic renewal for successive one-year periods for a total of 3 years on the same terms; and authorize the Chair to execute the Interlocal Agreement.

# **SUMMARY**

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

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

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

## PREVIOUS ACTION

The Board approved amendment #1 on September 27, 2018. The Board approved the current Interlocal Agreement with MSAN on August 27, 2017

### **BACKGROUND**

The District conducts several clinical public health programs including a Family Planning Clinic. MSAN is agreeing to provide the vasectomy services to low-income males and those who are un/under insured, medically indigent or have no other resources for health care. Title X grant funds are utilized to reimburse MSAN for completed vasectomies.

## FISCAL IMPACT

The adopted FY20 budget included Title X grant funds in Internal Order #11570; therefore no budget amendment is necessary.



### **RECOMMENDATION**

It is recommended that the Washoe County Health District approve an Interlocal Agreement between the Washoe County Health District and the University of Nevada School of Medicine Integrated Clinical Services, Inc., and University of Nevada School of Medicine Multispecialty Group Practice North, Inc., dba MEDSchool Associated North (MSAN), to provide male sterilization procedures up to a maximum of \$9,040.00 annually effective July 1, 2019 through June 30, 2020 unless extended by the mutual agreement of the Parties; with automatic renewal for successive one-year periods for a total of 3 years on the same terms; and authorize the Chair to execute the Interlocal Agreement.

### **POSSIBLE MOTION**

Should the Board agree with staff's recommendation, a possible motion would be: "Move to approve an Interlocal Agreement between the Washoe County Health District and the University of Nevada School of Medicine Integrated Clinical Services, Inc., and University of Nevada School of Medicine Multispecialty Group Practice North, Inc., dba MEDSchool Associated North (MSAN), to provide male sterilization procedures up to a maximum of \$9,040.00 annually effective July 1, 2019 through June 30, 2020 unless extended by the mutual agreement of the Parties; with automatic renewal for successive one-year periods for a total of 3 years on the same terms; and authorize the Chair to execute the Interlocal Agreement."

#### INTERLOCAL AGREEMENT

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

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

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

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

MSAN agrees to:

- 1. Provide up to twenty (20) vasectomy procedures within the District's grant year, which runs April 1 through March 31 for patients referred from the District.
- 2. Assume all responsibility for maintaining patient records.
- 3. Ensure that each patient receives a pre-surgery physical exam, a signed consent for the procedure, the surgical procedure, post-operative semen analysis and any additional treatment necessary to ensure the efficacy of the procedure.
- 4. Complete the Consent for Sterilization Physician's statement and return to District with request of payment (See attached).
- 5. Bill the Health District monthly after providing services to pre-authorized patients.
- 6. Comply with all applicable laws, ordinances and regulations of governmental entities including but not limited to blood-borne pathogens, tuberculosis, and professional licensure.
- 7. Provide the District access to the University of Nevada, Reno School of Medicine Family Medicine Center records if requested, to verify services.

The District agrees to:

- 1. Advertise the availability of subsidized male sterilization to HAWC, Planned Parenthood, Washoe Pregnancy Center, and District Family Planning patients.
- 2. Conduct a patient assessment to assist with determining an authorized referral. Priority for services is given to low-income males and those who are un/under insured, medically indigent or have no other resources for health care.
- 3. Notify MSAN of the pre-authorized patient's name using a process agreed upon by both parties.
- 4. The District will complete the Consent to Sterilization, Statement of Person Obtaining Consent and the Interpreter Statement (if indicated) and provide a copy to MSAN so they may complete the Physician's Statement as indicated above (See attached).
- 5. Reimburse MSAN in the amount of \$452.00 per completed vasectomy up to a maximum of \$9,040.00 annually.
- 6. Provide no payment in advance of services. Payment is due within 30 days. Payments are to be mailed to the following address: MEDSchool Associates North

Nelson Building- MS 0353 Attn: Accounts Receivable 401 West Second Street, Suite 237 Reno, NV 89503-5353

Page 1 of 5

HIPAA. To the extent applicable to this Agreement, the parties agree to comply with the Health Insurance Portability and Accountability Act of 1996, as codified at 42 USC 1320d ("HIPAA") and any current and future regulations promulgated thereunder including without limitation the federal privacy regulations contained in 45 C.F.R. Parts 160 and 164 (the "Federal Privacy Regulations"), and the federal standards for electronic transactions contained in 45 C.F.R. Parts 160 and 162, all collectively referred to herein as "HIPAA Requirements.", including the Health Information Technology for Economic and Clinical Health Act ("HITECH") that was adopted as part of the American Recovery and Reinvestment Act of 2009. 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. The parties agree not to use or further disclose any Protected Health Information (as defined in 42 USC 1320d), other than as permitted by HIPAA Requirements and the terms of this Agreement. The parties shall make their internal practices, books, and records relating to the use and disclosure of Protected Health Information available to the Secretary of Health and Human Services to the extent required for determining compliance with the Federal Privacy Regulations.

#### 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>CONTRACT TERM</u>. This Contract shall be effective July 1, 2019, through June 30, 2020 unless extended by the mutual agreement of the Parties. The Agreement will automatically be renewed for two successive one-year periods for a total of 3 years on the same terms unless either party gives the other written notice of nonrenewal at least 60 days prior to June 30 of each year. The automatic renewal provision of this section shall not affect the right of the Health District or MSAN to terminate the Agreement as provided below.

<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.

Page 2 of 5

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<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>SEVERABILTY</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 or conditions hereof.

<u>AMENDMENTS</u>. This Agreement may be amended at any time by mutual agreement of the parties without additional consideration, provided that before any amendment shall be operative or valid it shall be reduced to writing and signed by the parties. This Agreement may be reviewed at any time by both parties to determine whether the Agreement is appropriate as it relates to individuals referred from the District.

<u>ENTIRE AGREEMENT</u>. 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.

<u>NOTICES.</u> 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 UNRMED 1664 N. Virginia Street M/S 0332 - Pennington Bldg. # 231 Reno, Nevada 89557-0332

Notices to the District shall be addressed to: Kevin Dick, District Health Officer Washoe County Health District

1001 East Ninth Street Reno, NV 89512 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

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By: \_\_\_\_\_ Date: \_\_\_\_\_ Dr. John Novak, DMD, Chairman

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

Date: By: Thomas L. Schwenk, MD

Vice President, Division of Health Sciences Dean, School of Medicine President, Integrated Clinical Services, Inc.

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DBOH AGENDA ITEM NO. 6H



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## Staff Report Board Meeting Date: June 27, 2019

- **TO:** District Board of Health
- **FROM:** Nancy Kerns Cummins, Fiscal Compliance Officer 775-328-2419, nkcummins@washoecounty.us
- **SUBJECT:** Approve an Interlocal Agreement between the Washoe County Health District and Washoe County through its Department of Juvenile Services to provide consultative and clinical services, Tuberculosis (TB) testing and Sexually Transmitted Disease (STD)/TB treatment medications for juveniles at Jan Evans Juvenile Justice Center for the period upon ratification by the governing parties through June 30, 2020 unless extended by the mutual agreement of the Parties; with automatic renewal for two successive one-year periods for a total of three years on the same terms.

## **SUMMARY**

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

## District Health Strategic Priority supported by this item:

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

## PREVIOUS ACTION

This is an on-going Agreement that has been entered into for many years. At the May 26, 2016 meeting the District Board of Health approved the agreement that terminates June 30, 2019.

## BACKGROUND

Per the Centers for Disease Control and Prevention (CDC), juvenile detention facilities are recommended locations for Sexually Transmitted Disease (STD) testing due to high rates of positive Chlamydia. Under this Agreement, the Health District will provide STD testing and treatment medications, Tuberculosis (TB) testing solution and diagnostic services if a TB screen is positive. In addition, the District's contract pharmacist will prepare/dispense medications, to include minor acute care medications. The County will pay for minor acute care medications, laboratory consultant time, pharmacy costs and materials.



Subject: Interlocal Agreement with Juvenile Services Date: June 27, 2019 Page **2** of **2** 

## FISCAL IMPACT

Should the Board approve this Interlocal Agreement there will be no additional fiscal impact to the adopted FY20 budget as these expenses were anticipated.

## **RECOMMENDATION**

It is recommended that the Washoe County Health District approve an Interlocal Agreement between the Washoe County Health District and Washoe County through its Department of Juvenile Services to provide consultative and clinical services, Tuberculosis (TB) testing and Sexually Transmitted Disease (STD)/TB treatment medications for juveniles at Jan Evans Juvenile Justice Center for the period upon ratification by the governing parties through June 30, 2020 unless extended by the mutual agreement of the Parties; with automatic renewal for two successive one-year periods for a total of three years on the same terms.

## **POSSIBLE MOTION**

Should the Board agree with staff's recommendation, a possible motion would be: "Move to approve an Interlocal Agreement between the Washoe County Health District and Washoe County through its Department of Juvenile Services to provide consultative and clinical services, Tuberculosis (TB) testing and Sexually Transmitted Disease (STD)/TB treatment medications for juveniles at Jan Evans Juvenile Justice Center for the period upon ratification by the governing parties through June 30, 2020 unless extended by the mutual agreement of the Parties; with automatic renewal for two successive one-year periods for a total of three years on the same terms."

## INTERLOCAL AGREEMENT

## Between Washoe County Health District

And

# Washoe County through its Department of Juvenile Services

- A. The District agrees to:
- 1. Provide, at no charge to the County, PPD solution for Tuberculosis testing, and STD/TB treatment medications to be utilized per medical protocol to treat Jan Evans juveniles. (See Exhibit C for list of medications for chlamydia, gonorrhea, and syphilis and TB treatment).
- 2. Provide diagnostic services per medical protocol or consultant physician order when indicated to screen for active tuberculosis (Chest X-Rays, CT, or IGRA) for Jan Evans juveniles.
- 3. Provide the services of the District's contract pharmacist to prepare medications for APRN to administer and dispense per APRN protocol signed by collaborating physician.
- 4. Make available minor acute care medications, at the County's cost, which would include pharmacy time and materials.
- 5. Pay for chlamydia, gonorrhea, HIV and syphilis screening as itemized on the State Lab invoice.
- 6. Sterilize the County's medical equipment on an as-needed basis.
- 7. Community and Clinical Health staff will provide training or technical assistance for topics related to this agreement as indicated and deemed necessary by the District.
- 8. Submit a monthly invoice to the County itemizing the costs of minor acute care medications, laboratory consultant time and pharmacy time and materials.
- B. The County agrees to:
- 1. Screen Jan Evans juveniles for tuberculosis, chlamydia, gonorrhea, HIV and syphilis and forward applicable tests to the Nevada State Lab.
- 2. Work with the District to obtain IGRA testing of Jan Evans juveniles that may have a suspected false positive Tuberculin Skin Test as a result of previous administration of the Bacillus Calmette-Guerin (BCG) vaccine.
- 3. Provide Medicaid information, if applicable, to allow for direct Medicaid billing by NSPHL and diagnostic facilities.
- 4. Complete and forward Sexually Transmitted Infection Survey forms (STIS) for every patient screened for chlamydia/gonorrhea and HIV. These forms and number of tested juveniles will also be utilized by the District to verify testing numbers billing accuracy.
- 5. Complete HIV/STD Outreach Testing Form for every HIV test provided,
- 6. Forward updated/revised APRN protocol to the District annually.
- 7. Reimburse the District upon receipt of invoice for minor acute care medications, laboratory consultant time and pharmacy costs and materials as per Journal Entry.

8. Pick-up medications from the District within mutually agreed time frame.

C. Terms

This Interlocal Agreement will take effect upon ratification by the governing parties and shall remain in effect until June 30, 2020, unless extended by the mutual agreement of the Parties. The Interlocal Agreement will automatically be renewed for two successive one-year periods for a total of 3 years on the same terms unless either party gives the other written notice of nonrenewal at least 60 days prior to June 30 of each year. The automatic renewal provision of this section shall not affect the right of the Health District to terminate the Interlocal Agreement as provided below.

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

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

County:	Frank Cervantes, Director
	Washoe County Department of Juvenile Services
	650 Ferrari-McLeod Blvd
	Reno, Nevada 89512
District:	Kevin Dick, District Health Officer
	Washoe County Health District
	1001 E 9 <sup>th</sup> Street
	Reno, Nevada 89512

## DISTRICT BOARD OF HEALTH

By: \_\_\_\_\_

Date: \_\_\_\_\_

Chair

## WASHOE COUNTY DEPARTMENT OF JUVENILE SERVICES

By: \_\_\_\_\_

Date: \_\_\_\_\_

Director of Juvenile Services

WASHOE COUNTY BOARD OF COUNTY COMMISSIONERS

By: \_\_\_\_\_

Date: \_\_\_\_\_

Chair

DBOH AGENDA ITEM NO. 6I



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## Staff Report Board Meeting Date: June 27, 2019

TO:	District Board of Health
FROM:	Nancy Kerns Cummins, Fiscal Compliance Officer 775-328-2419, nkcummins@washoecounty.us
SUBJECT:	Accept a donation of three vaccine monitoring data logger kits for the Immunization Program from Catholic Charities of Northern Nevada.

## **SUMMARY**

The Washoe County District Board of Health must approve the donation of equipment/supplies and ensure there is a benefit to the citizens of Washoe County.

## District Health Strategic Priority supported by this item:

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

## PREVIOUS ACTION

On April 25, 2019, the Board accepted a donated VeriCor Cool Cube vaccine storage container from Catholic Charities of Northern Nevada for the Immunization Program

## BACKGROUND

Community and Clinical Health Services Division has partnered with Catholic Charities of Northern Nevada (CCNN) for many years to provide immunizations in the community. CCNN recently donated three vaccine monitoring data logger kits for the Immunization Program that provide continuous monitoring of refrigerator/freezer temperatures.

## FISCAL IMPACT

The fair market value of this donation is estimated to be \$159. No budget amendment is necessary.

## **RECOMMENDATION**

It is recommended that the Washoe County District Board of Health accept a donation of three vaccine monitoring data logger kits for the Immunization Program from Catholic Charities of Northern Nevada.

## **POSSIBLE MOTION**

Should the Board agree with staff's recommendation, a possible motion would be: "Move to accept a donation of three vaccine monitoring data logger kits for the Immunization Program from Catholic Charities of Northern Nevada."



DBOH AGENDA ITEM NO. 6J

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#### Staff Report Board Meeting Date: June 27, 2019

TO: District Board of Health

WASHOE COUNTY HEALTH DISTRICT

- FROM: Michael Wolf, AQM Acting Division Director, Air Quality Management Division (775) 784-7206, <u>mwolf@washoecounty.us</u>
- **SUBJECT:** Recommendation for the Board to uphold an uncontested citation issued to Caleb Associates LLC, Case No. 1211, Notice of Violation Citation No. 5759 with a \$710.00 negotiated fine.

#### SUMMARY

Washoe County Air Quality Management Division staff recommends Notice of Violation Citation No. 5759 be **upheld** and a fine of **\$710.00** be levied against Caleb Associates LLC for failure to obtain a Dust Control Permit prior to commencement of a dust generating activity. This action is a **minor violation** of the District Board of Health Regulations Governing Air Quality Management, specifically Section 040.030 C. 3. Dust Control Permit Requirements.

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

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

#### PREVIOUS ACTION

No previous actions.

## BACKGROUND

On April 29, 2019, Air Quality Specialist Trainee (AQST) Brittney Osborn was on routine patrol in the area east of Lemmon Drive near Nectar Street Reno, Nevada when fugitive dust was observed. During the investigation, AQST Osborn observed an area of land, owned by Caleb Associates LLC, that had been cleared where foundations for manufactured houses were being established. AQST Osborn documented the cleared and grubbed land with photographs. AQST Osborn determined that a Dust Control Permit had not been obtained for the clearing and grubbing activity at the intersection of Lemmon Drive and Nectar Street. Utilizing the Washoe Regional Mapping System, parcels were identified as APN 080-287-14/15/16/17. Each parcel is 1.05 acres, therefore the total size of the project is 4.2 acres. Approximately 3 acres of the 4.2 acres had been cleared and grubbed. AQST Osborn contacted the President of Caleb Associates LLC, Mr. Kevin Ward and discussed the requirement of obtaining a Dust Control Permit prior to commencement of a dust generating activity on more than an acre of land. Mr. Ward was not aware of the Dust Control Permit requirements in Washoe County and completed the Dust Control Permit Application on the same day. Notice of Violation Citation (NOV) No. 5759 was issued to Caleb



Subject: DBOH/Caleb Associates LLC/Case 1211 Date: June 27, 2019 Page 2 of 2

Associates LLC for failing to obtain a Dust Control Permit prior to commencement of a dust generating activity.

On May 29, 2019 Sr. Air Quality Specialist (Sr. AQS) Joshua Restori conducted a negotiated settlement meeting attended by AQST Osborn and Mr. Kevin Ward, regarding NOV No. 5759. Sr. AQS Restori explained to Mr. Ward that Caleb Associates LLC was issued NOV No. 5759 per Section 040.030 C. 3. for failing to obtain a Dust Control Permit prior to commencement of a dust generating activity. Sr. AQS Restori explained that any dust generating activity in Washoe County, which includes clearing and grubbing one acre or more of land, requires a Dust Control Permit prior to commencement of the dust generating activity. After the discussion, Mr. Ward acknowledged the violations and agreed to the terms of the negotiated settlement. A Memorandum of Understanding was signed by all parties on May 29, 2019.

## FISCAL IMPACT

There are no fiscal impacts resulting from the Board upholding the issuance of the Notice of Violation Citation and associated fine. All fine money collected is forwarded to the Washoe County School District to be used for environmentally focused projects for the benefit of the students.

## RECOMMENDATION

Staff recommends the Board uphold an uncontested citation issued to Caleb Associates LLC, Case No. 1211, Notice of Violation Citation No. 5759, with a \$710.00 negotiated fine.

## ALTERNATIVE

An alternative to upholding the Staff recommendation as presented would include:

1. The Board may determine no violation of the regulations has occurred and dismiss Notice of Violation Citation No. 5759.

#### Or

2. The Board may determine to uphold Notice of Violation Citation No. 5759 and levy any fine in the range of \$0.00 to \$1,000.00 per day per violation.

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

Should the Board agree with Staff's recommendation or the alternatives, a possible motion would be:

1. "Move to uphold an uncontested citation issued to Caleb Associates LLC, Case No. 1211, Notice of Violation Citation No. 5759 with a \$710.00 negotiated fine."

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

2. "Move to uphold Case No. 1211, Notice of Violation Citation No. 5759, and levy a fine in the amount of (*range of \$0.00 to \$1,000.00*) per day for each violation, with the matter being continued to the next meeting to allow for Caleb Associates LLC to be properly noticed."

Sparker County Sparker	)	) 1001 E	AIR QUALITY	OUNTY HEALTH DISTRICT (MANAGEMENT DIVISION T. • SUITE B171 • RENO N 775) 784-7200	12		(	STARKS
CVAD.			NOTICE	E OF VIOLATION				WEVADA
NOV 57	59				DATE	ISSUED:	4/29/2	1019
ISSUED TO:	Caleb Ar	sociates LL	C	PHONE #: _				
MAILING AD	DRESS: 8	745 Techn	ology W	ay Ste. FCITY/ST: K	leno, 1	N	_ZIP: _	39521
		evin Wa		PHONE #:	775.	232.5	879	
COMPLAIN		mp19-0	0661	PTO:	APCP	19-00	263	
YOU ARE IN OF HEALTH	I VIOLATION	OF THE FOLI	LOWING S	ON 4 29 2019 ECTION(S) OF THE UALITY MANAGEME	WASHO ENT:	E COUNT	Y DISTRI	
	DUST CON			030.000 OPERA				
-	ODOR/NU			□ 030.2175 VIOLA				ON
				□ 030.105 ASBES			CONDIN	on
							1.0	
				na Dust Contro		ut prior	40 (0	mmencement
of the d	.ust gene	rating acti	vity, pe	r 040.030(C)(	3).			
				- @ Birch Str	eet			
		N: Nector	street					
Weather:	lear				Wi	ind Directio	n From:	NESWNA
Emissions O	bserved: N	A						
	(If Visu	al Emissions	Performed	- See attached Plum	e Evalua	tion Recor	d)	
WARNING violation within	<b>GONLY:</b> Effect	ive	_a.m./p.m. hours/days.	(date I hereby acknowledge	e) you are receipt of	hereby order this warning	ered to aba g on the da	ite the above ate indicated.
				Signature				
hereby ordered to request a ne of this Notice o Division, P.O.	d to abate the a gotiated settler f Violation, you Box 11130, Rer	bove violation wit nent meeting by c may submit a wri 10, Nevada 89520	hin <u>24</u> calling (775) 7 tten petition f 0-0027. Failu	9 2019 (date) you are (fours/days. You m 784-7200. You are further or appeal to the Washoe ure to submit a petition w with a recommendation	ay contact advised to County He vithin the s	t the Air Qual hat within 10 ealth District, pecified time	ity Manage working da Air Quality will result i	ment Division ays of the date Management n the submis-
		SIGNING T	HIS FORM	S NOT AN ADMISSIO	N OF GU	ILT		
Signature:					Date:			
Issued by:	Brittner	Osborn			Title:	AQST	- C.	
		FORM PROVI	DED					

H-AIR-09 (Rev. 04/12)



## MEMORANDUM OF UNDERSTANDING

WASHOE COUNTY DISTRICT HEALTH DEPARTMENT AIR QUALITY MANAGEMENT DIVISION

Date: May 29, 2019

Company Name: Caleb Associates LLC

Address: 8745 Technology Way Suite F Reno, Nevada 89521

Notice of Violation # 5759 Case # 1211

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

Section 040.030 C. 3. Dust Control Permit Requirements - For failure to obtain a Dust

Control Permit prior to commencement of a dust generating activity.

A settlement of this matter has been negotiated between the undersigned parties resulting in a penalty amount of \$ 710.00 . This settlement will be submitted to the District Board of Health for review at the regularly scheduled meeting on June 27, 2019.

The undersigned agrees to waive an appeal to the Air Pollution Control Hearing Board so this matter may be submitted directly to the District Board of Health for consideration.

Signature of Company Representative

Print Name

Title

Witness

Signature of District Representative

Print Name

Sv. AQS

Title

Witness

AIR QUALITY MANAGEMENT 1001 East Ninth Street I P.O. Box 11130 I Reno, Nevada 89520 AQM Office: 775-784-7200 I Fax: 775-784-7225 I washoecounty.us/health Serving Reno, Sparks and all of Washoe County, Nevada. Washoe County is an Equal Opportunity Employer.



shoe County Air Quality Management Permitting & Enforcement Branch **Recommended Fine Calculation Worksheet** 

Company Name	Caleb Associates LLC			_
Contact Name	Kevin Ward			-
Case <u>1211</u>	NOV <u>5759</u>	WVIO	-AQM	19-0003
I. Violation of Section	040.030 C. 3. Dust Control Permit	Requirements		
I. Recommende	d/Negotiated Fine	=	\$	710
II. Violation of Sectio	n <u>0</u>			
II. Recommende	d/Negotiated Fine	-	\$	0
III. Violation of Section	on <u>0</u>			
III. Recommende	d/Negotiated Fine	-	\$	0
IV. Violation of Section	on <u>0</u>			
IV. Recommende	d/Negotiated Fine	-	\$	0
V. Violation of Section	n <u>0</u>			
V. Recommende	d/Negotiated Fine	-	\$	0
Total Reco	mmended/Negotiated Fine	=	\$	710

Air Quality Specialist

5/29/2019 Date

5-29-19

Senior AQ Specialist/Supervisor

Date

shoe County Air Quality Management
 Permitting & Enforcement Branch
 Recommended Fine Calculation Worksheet

se 1211 NOV 5759 Dilation of Section 040.030 C. 3. Dust Control Permit Base Penalty as specified in the Penalty Table Severity of Violation		0-AQM	6	19-0003
Base Penalty as specified in the Penalty Table			6	
	=	\$	6	
Severity of Violation				50.00
A. Public Health Impact				
1. Degree of Violation				
(The degree of which the person/company has deviated from the reg				10 X 20
Minor – 0.5 Moderate – 0.75 Major – 1.0	Adjustmen			0.5
Comment: Violation of Section 040.030 constitutes a mino	or violation per	· 020.040 Se	ction	С.
2. Toxicity of Release				
Criteria Pollutant – 1x			-	10
Hazardous Air Pollutant – 2x	Adjustmen	t Factor	_	1.0
Comment: PM10 is a criteria pollutant	-			
3. Environmental/Public Health Risk (Proximity to sensitive en			_	1.0
Negligible – 1x Moderate – 1.5x Significant – 2x	Adjustmen			1.0
Comment: There were negligible health impacts associate		0.5		
Total Adjustment Factors (1 x 2 x	5) =	0.5		
B. Adjusted Base Penalty				
B. Aujusted base renarcy				
Base Penalty \$ 650.00 x Adjustment Factor		0.5	= \$	325.00
C. Multiple Days or Units in Violation				
Adjusted Penalty \$ <u>325.00</u> x Number of Days or Comment:	r Units	1	= \$	325.00
D. Economic Benefit				
Avoided Costs \$ 772.00 + Delayed Costs	\$	0.00	= \$	772.00
Comment: Cost to obtain a Dust Control Permit for 3 acre	s of disturband	ce		
enalty Subtotal				

shoe County Air Quality Management Permitting & Enforcement Branch Recommended Fine Calculation Worksheet

P	Penalty A	djustment Co							
	A. Deg	ree of Cooper	ation (	0 – 25%)		·	15%	<u></u>	
							100/		
		gating Factors					10%		
		Negotiated Se	ttlemen	t					
		Ability to Pay							
		Other (explain							
C	Comment	Negotiated S		nt		÷			
		pliance Histor	5				100/		
į,		ous Violations					10%	<u> </u>	
C	Comment	No previous				-	00/		
1		iolation in Past	12 mon	ths (25 - 5	50%)	+	0%		
C	Comment:								
		iolation within	past 3 y	ear (10 - 2	25%)	+	0%		
c	Comment:			5.6.95			and a		
1	Previous	Unrelated Viol	ation (5	– 25%)		+	0%		
1	Previous Comment:	Unrelated Viol				- +	0%		
1	Previous Comment:	Unrelated Viol			um of A, B, & C	+	0%	-35%	
c	Previous Comment: Total Pe	Unrelated Viol	nent Fa	ictors – s	um of A, B, & C	- +	0%	-35%	
R	Previous Comment: Total Po Recomme	Unrelated Viol enalty Adjustr ended/Negotia	nent Fa	ictors – s	um of A, B, & C	+	0%	-35%	
C	Previous Comment: Total Po Recomme	unrelated Viol enalty Adjustr ended/Negotia djustment:	nent Fa	nctors – s ne		- -	0%		
C F F	Previous Comment: Total Po Recomme Penalty Ad	enalty Adjustr enalty Adjustr ended/Negotia djustment: 1097.00	nent Fa	nctors – s ne	-35%	+	0%	-35% -383.95	
C R P S	Previous Comment: Total Pe Recomme Penalty Ad	enalty Adjustr enalty Adjustr ended/Negotia djustment: 1097.00	ment Fa ated Fir	nctors – s ne		-			Value
C F P S P	Previous Comment: Total Po Recomme Penalty Ad	enalty Adjustr enalty Adjustr ended/Negotia djustment: 1097.00 ubtotal	ment Fa ated Fir	nctors – s ne Total A	-35%	-		-383.95	Value
С	Previous Comment: Total Pe Recomme Penalty Ad S Penalty Su From Sec	enalty Adjustr enalty Adjustr djustment: 1097.00 ubtotal tion II)	ment Fa ated Fir X	nctors – s ne Total A (From	-35% Adjustment Facto Section III)	rs	Tot	-383.95	Value
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C F F S P ( A C	Previous Comment: Total Pe Recomme Penalty Ad S Penalty Su From Sec	enalty Adjustr enalty Adjustr djustment: 1097.00 ubtotal tion II)	ment Fa ated Fir X	nctors – s ne Total A (From	-35% Adjustment Facto Section III)	rs	Tot	-383.95	Value
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C FF\$F( ACA \$	Previous Comment: Total Pe Recomme Penalty Ad Penalty Su From Sec Additiona Comment: Adjusted I	enalty Adjustr enalty Adjustr anded/Negotia djustment: 1097.00 ubtotal tion II) I Credit for En Penalty: 1097.00	ment Fa ated Fir X vironme +/-	nctors – s ne Total A (From ental Inv	-35% Adjustment Facto Section III) estment/Training -383.95	rs	- <u>\$</u>	-383.95 tal Adjustment <sup>v</sup>	
C RPSP( ACA SP	Previous Comment: Total Pe Recomme Penalty Ad Penalty Su Penalty Su From Sec Additiona Comment:	enalty Adjustrent: ended/Negotia djustment: 1097.00 lbtotal tion II) I Credit for En Penalty: 1097.00 lbtotal	nent Fa ated Fir X vironme +/- Tota	Total A (From ental Inv	-35% Adjustment Facto Section III) estment/Training	rs	- <u>\$</u>	-383.95 tal Adjustment ' 710 commended/Net	

Date

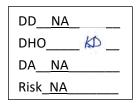
5-29-19

Date

Air Quality Specialist

Senior AQ Specialist/Supervisor

DBOH AGENDA ITEM NO. 6K



# Staff Report Board Meeting Date: June 27, 2019

TO:	District Board of Health

WASHOE COUNTY

ENHANCING QUALITY OF LIFE

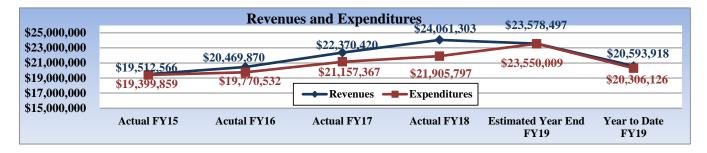
HEALTH DISTRIC

**FROM:** Anna Heenan, Administrative Health Services Officer 328-2417, <u>aheenan@washoecounty.us</u>

SUBJECT: Acknowledge receipt of the Health Fund Financial Review for May, Fiscal Year 2019

## **SUMMARY**

The eleventh month of fiscal year 2019, (FY19) ended with a cash balance of \$6,752,929. Total revenues of \$20,593,918 were 87.9% of budget and a decrease of \$519,926 over FY18 mainly due to a decline in General Fund transfer of \$534,835 that was for additional chemical supplies for the mosquito abatement required in FY18. The expenditures totaled \$20,306,126 or 80.7% of budget and up \$409,966 compared to FY18 mainly due to the cost of negotiated labor agreements between the County and the Health District staff and additional community support for public health initiatives.



## District Health Strategic Priority supported by this item:

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

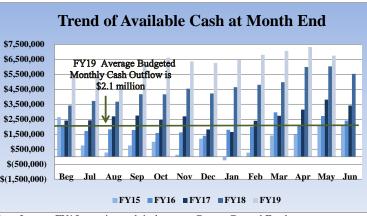
## **PREVIOUS ACTION**

Fiscal Year 2019 Budget was adopted May 22, 2018.

## **BACKGROUND**

#### **Review of Cash**

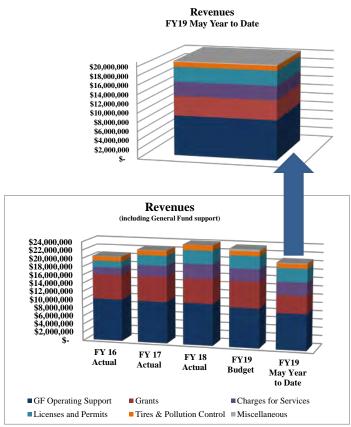
The available cash at the end of May FY19 was \$6,752,929, which is enough to cover approximately 3.2 months of expenditures. The encumbrances and other liability portion of the cash balance totals \$1.0 million; the cash restricted as to use is approximately \$1.5 million (e.g. Air Quality DMV pollution control revenue, Solid Waste Management Tire Fee revenue, Accela Regional Permitting Technology Fees and the Hazardous Materials 1995 litigation revenue); leaving a balance of approximately \$4.3 million.



Note: January FY15 negative cash is due to no County General Fund support

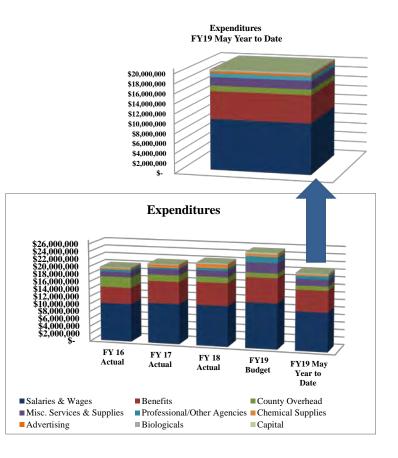






The total year to date expenditures of \$20,306,126 increased by \$409,966 or 2.1% compared to FY18. Salaries and benefits expenditures for the fiscal year were \$15,956,746 up \$409,514 or 2.6% over the prior year and 80.2% of budget. The total services and supplies of \$4,294,843 up \$41,321 or 1.0% compared to FY18 and 67.8% of budget. The main reason for the decline is a reduction in chemical supplies not required in FY19 due to sufficient inventory. The major expenditures included in the services and supplies were; the professional/other agency services, which totaled \$783,576 up \$262,685 or 50.4% over FY18; chemical supplies of \$392,517 down \$374,586 or 48.8%; the biologicals of \$276,586, were up \$14,109 or 5.4%; and, County overhead charges of \$1,116,573 were down \$277,330 or 19.9%. There has been \$54,538 in capital expenditures down \$40,868 or 42.8% compared to FY18.

The total revenues year to date were \$20,593,918 down \$519,926 or 2.5% compared to May FY18. The revenue categories up over FY18 were: licenses and permits of \$3,262,637 up \$280,834 or 9.4%; charges for services of \$3,098,603 up \$76,718 or 2.5%; and, miscellaneous revenues of \$162,580 up \$100,713 due to the closing of the Environmental Health Hazardous Materials oversight checking categories account. Revenue down compared to FY18 were: Federal and State grants of \$4,295,918 down \$358,164 or 7.7%; tire and pollution control funding of \$1,050,398 down \$85,191 or 7.5%; and, the County General Fund support of \$8,723,785 down \$534,835 or 5.8% due to the contingency transfer in FY18 for mosquito abatement chemicals not needed in FY19.



Date: DBOH meeting June 27, 2019 Subject: Fiscal Year 2019, May Financial Review Page **3** of **4** 

## **Review of Revenues and Expenditures by Division**

**ODHO** has spent \$1,202,573 up \$343,973 or 40.1% over FY18 mainly due to funding in FY19 not in FY18 for support of the 5210 School Garden Program; Children's Cabinet Signs of Suicide program; facilities and security upgrades within the District; and, increased funding for Truckee Meadows Healthy Communities public health initiatives.

**AHS** has spent \$1,022,054 down \$36,094 or 3.4% compared to FY18 mainly due to an accrued benefit payout in FY18 for an employee that left the Health District.

**AQM** revenues were \$3,077,425 down \$92,467 or 2.9% due to a delay in the receipt of grant funding. The Division spent \$2,670,769 up \$56,512 or 2.2% over FY18 due to the annual licensing payment for the Regional Permitting System; an employee retirement payout for accrued vacation and sick leave; and, filling vacant positions.

**CCHS** revenues were \$2,927,010 down \$503,157 or 14.7% over FY18 due to a decline in grant reimbursements, Medicaid, and insurance reimbursements. The division spent \$6,919,913 or \$103,766 more than FY18 mainly due to the cost of a payout on accrued benefits for an employee that retired; additional funding for the Smoke-free workplace campaign; and, funding to the Truckee Meadows Foundation for VISTA AmeriCorps members to assist with the Chronic Disease Prevention program.

**EHS** revenues were \$4,222,935 up \$441,045 or 11.7% over FY18 mainly in food service permits. EHS spent \$5,970,633 a decline of \$295,839 over last year due to sufficient inventory of chemical supplies from FY18 allowing for reduction in costs in FY19. Excluding Vector costs from FY18 and FY19 the expenditures are up \$192,690 mainly due to the annual licensing payment for the Regional Permitting System; purchase of computer equipment needed for field inspections; and, additional funding to Keep Truckee Meadows Beautiful for support of the Adopt-A-Spot cleanup program.

**EPHP** revenues were \$1,642,763 up \$172,853 over last year due to increased grant funding and spent \$2,520,184 up \$237,648 over FY18 due to temporary help to assist during the recruitment of a vacant position and additional operating expenditures from the increased grant funding in the Public Health Preparedness program.

			Wash	oe County Hea	lth District				
			•		nd Expenditure				
	Fi	iscal Year 2014	4/2015 through	n May Year to	Date Fiscal Ye	ar 2018/2019	(FY19)		
	Ac	ctual Fiscal Ye	ar	Fiscal Year	r 2017/2018		Fiscal Year	2018/2019	
				Actual Year	May	Adjusted	May	Percent of	FY19 Increase
	2014/2015	2015/2016	2016/2017	End	Year to Date	Budget	Year to Date	Budget	over FY18
Revenues (all sources of fur	nds)								
ODHO	-	15,000	51,228	3,365	3,365	-	-	-	-100.0%
AHS	151	-	-	-	-	-	-	-	-
AQM	2,427,471	2,520,452	2,979,720	3,543,340	3,169,892	3,086,133	3,077,425	99.7%	-2.9%
CCHS	3,520,945	3,506,968	3,872,898	4,179,750	3,430,167	4,321,392	2,927,010	67.7%	-14.7%
EHS	2,008,299	2,209,259	3,436,951	4,428,294	3,781,890	4,334,280	4,222,935	97.4%	11.7%
EPHP	1,555,508	2,141,334	2,027,242	1,854,862	1,469,910	2,166,533	1,642,763	75.8%	11.8%
GF support	10,000,192	10,076,856	10,002,381	10,051,691	9,258,620	9,516,856	8,723,785	91.7%	-5.8%
Total Revenues	\$19,512,566		\$22,370,420	\$24,061,303	\$21,113,844	\$23,425,194	\$20,593,918	87.9%	-2.5%
Expenditures (all uses of	funds)				. , ,	. , ,			
ODHO	481,886	594,672	904,268	826,325	858,600	1,582,724	1,202,573	76.0%	40.1%
AHS	1,096,568	996,021	1,119,366	1,016,660	1,058,148	1,188,894	1,022,054	86.0%	-3.4%
AQM	2,587,196	2,670,636	2,856,957	2,936,261	2,614,257	3,670,794	2,670,769	72.8%	2.2%
CCHS	6,967,501	6,880,583	7,294,144	7,538,728	6,816,148	8,219,555	6,919,913	84.2%	1.5%
EHS	5,954,567	5,939,960	6,366,220	7,030,470	6,266,472	7,498,786	5,970,633	79.6%	-4.7%
EPHP	2,312,142	2,688,659	2,616,411	2,557,352	2,282,536	2,997,732	2,520,184	84.1%	10.4%
Total Expenditures	\$19,399,859	\$19,770,532	\$21,157,367	\$21,905,797	\$19,896,160	\$25,158,485	\$20,306,126	80.7%	2.1%
Revenues (sources of funds				1 1 1 1 1 1 1 1	1	, ., ., .,			
ODHO	(481,886)		(853,040)	(822,960)	(855,235)	(1,582,724)	(1,202,573)		
AHS	(1,096,417)		(1,119,366)	(1,016,660)		(1,188,894)			
AQM	(159,725)		122,763	607,078	555,635	(584,661)			
CCHS	(3,446,556)		(3,421,246)	· · · · · ·	· · · ·	(3,898,163)	· · · ·		
EHS	(3,946,268)		(2,929,269)	(2,602,176)		(3,164,506)			
EPHP	(756,634)		(589,169)			(831,199)			
GF Operating	10.000.192	10,076,856	10,002,381	10,051,691	9,258,620	9,516,856	8,723,785		
Surplus (deficit)	\$ 112,707		\$ 1,213,053		\$ 1,217,684	\$ (1,733,291)			
Fund Balance (FB)	\$ 2,268,506		\$ 4,180,897	\$ 6,336,402	, , , , ,	\$ 4,603,111			
FB as a % of Expenditures	11.7%	15.0%	19.8%	28.9%		18.3%			
Note: ODHO=Office of the I						t, CCHS=Commu	nity and Clinical H	ealth Services,	
EHS=Environmental Health	Services, EPHP=E	pidemiology and P	ublic Health Prepa	redness, GF=Cou	nty General Fund				

Date: DBOH meeting June 27, 2019 Subject: Fiscal Year 2019, May Financial Review Page **4** of **4** 

## FISCAL IMPACT

No fiscal impact associated with the acknowledgement of this staff report.

## **RECOMMENDATION**

Staff recommends that the District Board of Health acknowledge receipt of the Health Fund financial review for May, Fiscal Year 2019.

## **POSSIBLE MOTION**

Move to acknowledge receipt of the Health Fund financial review for May, Fiscal Year 2019.

Run by: AHEENAN Run date: 06/11/2019 10:25:15 Report: 400/ZS16

Washoe County Plan/Actual Rev-Exp 2-yr (FC)

1/ 5 1/ 1 1/ 151 Page: Horizontal Page: Variation:

Second         Cold Plan         2015 Activity         Cold Plan         2015 Activity         Activity <th>Business Area: *</th> <th>P&amp;L Accounts</th> <th>Fund Center: Functional Area:</th> <th><b>Center:</b> 000 <b>1 Area:</b> 000</th> <th></th> <th>Default Washoe Standard Functi</th> <th>Default Washoe County Standard Functional Area Hiera</th> <th></th> <th></th>	Business Area: *	P&L Accounts	Fund Center: Functional Area:	<b>Center:</b> 000 <b>1 Area:</b> 000		Default Washoe Standard Functi	Default Washoe County Standard Functional Area Hiera		
Entitionancial beamulat         79, 771         95, 560         15, 561         15, 561         15, 561         12, 20, 57, 334         26, 733         21, 20, 564         31, 426         3, 460         31, 476         1, 23, 375         30, 664         31, 426         3, 371         103         25, 733         30, 664         31, 33, 76         30, 664         31, 33, 77         30, 614         36, 773         30, 614         3, 663         31, 33, 76         30, 614         40, 625         30, 614         30, 614	ccounts	2019 Plan	2019 Actuals	Balance	Acts	2018 PLan	2018 Actual	Ratenno	Dave
Point connent is branch in the function of the functio					Non-Andrews			ACTINTOD	SUCCO
We have to branche $23, 53^2$ $27, 363$ $13, 139$ $25, 733$ $30, 619$ $3, 5371$ $30, 619$ $3, 5371$ $30, 619$ $3, 5371$ $30, 619$ $3, 5371$ $30, 619$ $3, 5371$ $30, 619$ $3, 5371$ $30, 619$ $35, 761$ $30, 619$ $35, 761$ $30, 619$ $35, 761$ $30, 619$ $35, 761$ $30, 619$		79,727-	95,588-	15,861	120	-066,990-	91,429-	11,439	114
We have the status $33,139$ $27,390$ $53,731$ $10,613$ $6,253$ $123,372$ $123,326$		263,625-	270,863-	7,238	103	245, 334-	241.674-	3,661-	66
Production         1/3/4/36         1/460/270- 26/71         5/71         105         1.207/776- 26/71         5/70         5/71         105         5/71         100/776- 26/71         5/70         5/71         100         1/202- 26/71         5/71         100         1/202- 26/71         5/71         100         1/202- 26/72         5/71         100         1/202- 26/72         5/71         100         1/202- 26/72         5/71         100 <td>53</td> <td>31,139-</td> <td>27,906-</td> <td>3, 233-</td> <td>06</td> <td>25,783-</td> <td>30,618-</td> <td>4,835</td> <td>119</td>	53	31,139-	27,906-	3, 233-	06	25,783-	30,618-	4,835	119
Mether Company Pertures         717, 167- 31, 30, 30         101, 360- 36, 871         717, 190- 36, 871         101, 360- 36, 871         101, 390- 36, 300- 31, 300- 31, 300- 31, 300- 31, 300- 31, 300- 31, 300- 31, 300- 31, 300- 30, 300- 30	10 c	1,374,436-	1.460.207-	85.771	106	1.263.372-	~	- 202 '- '-	10
Metric Component Periation         37.137 (10.11)         5.911 (10.11)         127 (10.11)         127 (10.11)         127 (10.11)         123 (10.11)         233 (10.11)         23		173.167-	101 369-	71 708-		-LVL 3VL			
M.F. Politykick practic strate         EGN (MP) (MP) (MP) (MP) (MP) (MP) (MP) (MP) (MP) (MP) (MP) (MP) (MP)	1	34 456-		-061 J		-/14/ 00 TT	114,132-	-CCC / 75	200
Constraint         Section of the formation         Section of the format				T/0'0	121	-72° 44T-	88, 543-	58, 602	296
Sector         224, 202- 110, 067         17, 07 10, 067         120, 07 10, 067         120, 202- 110, 200         224, 202- 3, 255, 266         120, 202- 3, 265, 266         120, 202- 3, 266, 266         220, 202- 3, 266, 266         220, 202- 2, 266, 266         220, 202- 3, 266, 266         220, 202- 2, 266, 266         220, 202- 2, 266, 266         220, 202- 2, 276         220, 202- 2, 276 <th220, 202-<br="">2, 276         220, 202- 2, 276</th220,>		-262'270	-001'TC9	28,202	105	766,406-	642,645-	123,761-	84
Spectral Kennika Initial Applic Fea         10, 00- 10, 024         11, 134- 10, 00- 11, 134         1, 767         101         108, 627- 135, 637- 137, 139         13, 434- 137, 139         1, 757         35, 449- 137, 336         35, 527- 135, 637- 137, 336         35, 527- 137, 336         35, 527- 135, 637- 137, 336         35, 527- 135, 637- 137, 336         35, 527- 135, 637- 137, 336         35, 527- 135, 630- 137, 336         35, 527- 135, 630- 136, 037- 17, 037         35, 530- 536, 032- 540, 000- 17, 037         35, 530- 540, 000- 55, 200- 56, 030, 016- 56, 030- 56, 030-		-// T ' 997	326,202-	71,025	128	234,031-	286,024-	51,993	122
Intract Applic Fee $0, 714$ $30, 714$ $30, 714$ $30, 714$ $30, 714$ $30, 714$ $30, 714$ $30, 714$ $31, 50, 724$ $31, 30, 734$ $1120, 734$ <t< td=""><td></td><td>170,067-</td><td>171,834-</td><td>1,767</td><td>101</td><td>208,827-</td><td>173,378-</td><td>35,449-</td><td>83</td></t<>		170,067-	171,834-	1,767	101	208,827-	173,378-	35,449-	83
Federal Grants         3,05,139         3,12,393         122,419         122,419         123,419         123,419         123,439         123,439         123,339         123,339         123,339         123,339         123,339         123,336         123,339         123,336         123,336         123,339         123,336         133,356	422514 Initial Applic Fee	85,526-	116,240-	30,714	136	104,711-	105,624-	913	101
Federation         5,664,901         3,11,107-         1,893,867-         66         5,340,594-         4,12,0,346-         1,2,13,860-           Factor former         290,136-         104,103-         110,103-         110,103-         113,556-         166,032-         86,032-         86,032-         86,032-         86,032-         86,032-         86,032-         86,032-         86,032-         86,030-         1,235,860-         86,030-         1,236-         113,556-         114,466-         5,932-         86,030-         1,237,860- <th1,236-< th=""> <th1,236-< th="">         1,23</th1,236-<></th1,236-<>		3,090,218-	3,262,637-	172,419	106	3,105,142-	2,981,803-	123, 339-	96
Red Gamte function         373, 55- (5, 63)         373, 55- (5, 13)         375, 55- (6, 14)         375, 55- (13, 56- (13, 52, 66)         17, 32- (23, 26)         375, 55- (13, 56- (14)         17, 32- (23, 26)         12, 32- (23, 26)		5,604,940-	3,715,075-	1,889,865-	66	5.340.594-	4.120.734-	1 219 860-	
State Grante         290,146         10,170         11,170         60<001           The Ke NBS 44/106Ct         200,146         10,103         356         72,251         133,556         29,995           The Ke NBS 44/106Ct         450,000         400,016         9,930         450,000         17,335         513,468         5,939           Overmental         10,010         5,463         3322         28,500         17,356         1,457,866         1,457,866           Overmital         10,000         70,115         10,100         5,760         1,457,866         1,45,786         1,457,866         1,45,786         1,47,862         1,47,862         1,47,862         1,47,862         1,47,862		488.253-	371.116-	117 138-	20	170 500	100 000-		
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Tite Fee NRS 4440.000         450,000- 587,386         450,000- 587,386         557,386         557,386         557,386         557,386         557,386         557,386         57,376         567,386         57,376         57,376         57,376         57,376         57,376         57,376         57,376         57,366         1,437,695         57,386         57,386         74,7724         157,900         2,875,865         745,736         57,386         745,736         6,105         745,736         6,105         745,736         6,105         745,736         6,113         745,736         745,736         745,736         745,736         745,736         745,750           Other Lamunizations         60,000-         146,734         28,766         1,455,900         19,000         2,760         1,457,920         19,326           Other Lamunizations         6,000-         498,433         100         6,433         10,115         6,433         10,112         112,000         3,966         1,432,695         10,432         10,432         10,432         10,995         10,432         10,432         10,432         10,432         10,432         10,432         10,432         10,432         10,432         10,432         10,432         10,432         10,432         10,432		6,653-	23, 690-	17,037	356	17,396-	11,468-	5,928-	99
Ped. Ctr.1         4455. R30         557. R32- Services         550. R32- Services         557. R32- Services         755. 724- Services         155. 724- Services         155. 724- Services         155. 760- Services         155. 760- Services         155. 760- Services         157. 732- Services         157. 750- Service         147. 732- Service         177- Service         177- Service         157. 750- Service         104. 732- Service         107. 732- Service       <		450,000-	400,016-	49,984-	68	450,000-	389,864-	60,136-	87
Overtmental         7,427,839-         5,346,315-         2,081,605-         72         7,22,351-         5,789,669-         1,452,695-         2,886         2,896         2,886         2,886         2,886         2,886         2,896         2,896         2,896         2,896         2,896         2,996	98	587,828-	650,382-	62,554	111	587,828-	745,724-	157,896	127
Services O Agencies         10,000-         6,105-         3,835-         61         19,000-         21,886-         2,886           Other liminizations         60,000-         70,115-         10,115         117         20,000-         62,760-         42,760           Medicaid climinizations         60,000-         70,115-         10,115         117         20,000-         62,760-         42,760           Medicaid climinizations         6,000-         70,115-         10,115         10,115         21         10,422-           Medicaid climinizations         6,000-         70,115-         28,766-         43         23,500-         42,750           Meter Quality         60,672-         493,433-         10,115         10         20,000-         42,750-           Meter Quality         60,672-         494,433-         10,124         120         491,962-         23,038-           Mitch Death Certific         5171-         116,657-         19,124         120         17,753-         124,978-         1,756-           Other Banch Service         97,511-         116,657-         19,124         120         12,398-         1,257-           Other Banch Service         97,511-         116,6567-         19,124         120	Intergovernmental	7,427,819-	5, 346, 315-		72	7,242,361-	5,789,669-	1.452.692-	80
Beindurgeneender - Rano Mortional Tammisations         60,000- 175,500-         70,115- 16,734-         10,115- 28,766-         117         20,000- 21- 20,935-         22,760- 21- 20,935-         42,760- 21- 20,935-         42,760- 21,936-         42,760- 594- 500-         42,760- 21,936-         42,760- 594- 504-         57,760- 504- 500-         57,760- 504- 500-         57,960- 504- 500-         57,760- 504- 500-         57,760- 504- 500-         57,760- 504- 500-         57,760- 500-         500- 504- 500-         57,750- 500-         57,753- 500-         10,785- 500-         10,785- 500-         10,785- 500-         10,785- 500-         10,785- 500-         10,785- 500-         10,785- 500-         10,785- 500-         10,785- 500-         10,785- 75,753-         10,782- 72,733-         10,726- 72,733-         10,726- 72,733-         10,726- 72,733-         10,726- 72,233,469-         114,722- 72,733-         10,726- 72,233,469-         114,722- 72,733-<	Đ8	10,000-	6,105-	3, 895-	19	19,000-	21,886-		115
Other Liminizations         60,000- biolizations         70,115- 125,500- Tuberculosis         10,115 8,750- Tuberculosis         117 8,750- 5,986- 75,753- 75,753- 75,753- 75,753- 75,753- 75,753- 75,753- 75,753- 75,753- 75,753- 75,753- 75,753- 75,753- 75,753- 724,978- 73,7550- 71,758- 73,7550- 71,758- 73,7550- 71,758- 73,7550- 71,758- 73,7550- 71,758- 73,759- 72,479- 72,499- 72,799- 72,									
Medicaid Clinic Sves         175, 500-         146, 734-         28, 766-         84         85, 500-         190, 492-         104, 992-           Childhood Immunizations         6, 000-         6, 433-         433         108         6, 580-         29, 61-         596-         596-         596-         500-           Water Quality         6, 070-         6, 433-         500-         500-         57, 620-         104, 952-         500-         598-         598-         598-         598-         598-         598-         598-         598-         598-         598-         500- <t< td=""><td></td><td>60,000-</td><td>70,115-</td><td>10,115</td><td>117</td><td>20,000-</td><td>62.760-</td><td>42.760</td><td>314</td></t<>		60,000-	70,115-	10,115	117	20,000-	62.760-	42.760	314
Childhood Immunization         200-         6,493-         493         108         200-         5,980-         594-         590-         500-         10,785-         31,384-         10,785-         31,384-         10,785-         31,384-         10,785-         31,384-         10,785-         31,384-         10,785-         11,384-         81,380-         10,785-         11,384-         81,380-         10,785-         11,386-         10,785-         10,785-         10,785-         10,785-         10,785-         10,785-         10,785-         10,785-         10,785-         10,785-         10,785-         10,785-         10,785-         10,785-         10,785-         10,785- <th10,780-< th="">         10,785-         10,7</th10,780-<>		175,500-	146,734-	28,766-	84	85,500-	190.492-	104.992	223
Tuberculosis         6,000- Mater Quality         6,493- 500- 500- 500- 500- 500- 500- 500- 50						200-	21-	-621	11
Water Quality         500- bit foresting         500- 500- 500- 500- bit for for for tr Overlay         500- 500- 515,000- 515,000- 515,000- 515,000- 515,000- 515,000- 515,000- 515,000- 515,000- 515,000- 515,000- 515,000- 515,000- 515,000- 515,000- 515,753- 72,473- 75,753- 72,473- 75,753- 72,473- 72,473- 72,753- 75,753- 72,473- 72,753- 72,473- 72,753- 72,753- 72,473- 72,753- 72,753- 72,753- 72,473- 72,753- 72		6,000-	6.493-	493	108	6.580-		-105	1 0
IT Overlay         60,672- Birth Death Certific         60,672- 515,000- 515,000-         491,560- 491,562- 728         10,785- 728         10,785- 75,038         10,785- 75,038         10,785- 75,038         10,785- 75,739         10,785- 75,738         10,775- 75,738         10,775- 75,738         10,775- 75,738         10,775- 75,738         10,775- 75,738         10,775- 75,738         10,775- 75,738         10,775- 75,738         10,775- 75,748         10,775- 75,738         10,775- 75,738         10,775- 75,738         10,775- 75,738         10,775- 75,738         10,775- 77,236         10,775- 77,236         10,775- 77,236         10,775- 77,236         10,775- 77,236         10,775- 77,236         10,775- 77,236         10,775- 77,236         10,772- 77,236         10,772- 77,236         10,772- 77,236         10,772- 77,236         10,772- 77,236         10,772- 77,236         10,772- 77,236		-002		200-		500-		-003	1
Birth Destific Duplication Service         515,000- 515,000-         498,433- 515,000-         0,000- 515,000-         491,962- 515,000-         23,030- 491,962-         10,368- 23,038-           Duplication Service         97,571-         116,695-         97         728-         728-         728-         728-         728-         728-         728-         728-         728-         728-         73,670-         491,962-         23,038-         13,68         49,225         23,038-         13,68         49,225         23,038-         13,68         49,225         23,038-         124,978-         49,225         23,038-         122,478         49,225         23,038-         122,478         49,225         23,038-         122,478         49,225         23,038-         122,478         49,225         25,000-         23,038-         122,478         49,225         25,000-         23,038-         122,478         49,225         25,000-         23,038-         122,478         49,225         500-		60 672-		000					C P
Duplication Service         JJJ, 000-         491, 962-         L3, 038-         L3, 048-         L3, 038-         L3, 038- <thl3, 038-<<="" td=""><td>16</td><td></td><td>с</td><td></td><td>ſ</td><td></td><td>-000 10</td><td>-C0/ /OT</td><td>0/</td></thl3,>	16		с		ſ		-000 10	-C0/ /OT	0/
Vibration Service         728         124         120         15,753-         1,368-         1,36	.t.		ò	-/ QC 'QT	7	-000, 616	-796 T67	23, 038-	96
Other Health Service         97,571-         116,695-         19,124         120         75,753-         124,978-         49,225           Food Service Optifi<         Madicare Reinburgement         185,500-         181,830-         3,670-         98         66,000-         188,478-         49,225           Padicare Reinburgement         185,500-         181,830-         3,670-         98         66,000-         188,478-         49,225           Influenza Immunization         35,000-         29,901-         5,099-         85         3,255-         8,255         500-           STD Fees         203,040-         288,147-         85,107         142         168,844-         283,469-         114,625           Plan Review - Fools         87,098-         104,131-         17,033         120         70,590-         30,590-           Plan Review - Vector         86,085-         16,879-         84         99,179-         86,930-         12,249-           NoE-AQM         221,452-         10,672-         95         225,847-         70,590-         30,321-           State Review - Vector         86,085-         11,049-         88         225,847-         30,321-           NoE-AQM         221,452-         210,780-         10,67	6B			87/			1,368-	1,368	
Food Service Certifi         Food Service Certifi         122,478           Nadicare Reimbursement         185,500-         181,830-         3,670-         98         66,000-         188,478-         122,478           Naticare Reimbursement         35,000-         3,670-         98         66,000-         188,478-         122,478-           SrD Fees         35,000-         29,901-         5,099-         85         25,000-         33,255-         8,255           SrD Fees         203,040-         288,147-         85,107         142         168,844-         283,469-         114,625           Plan Review - Fools         87,098-         104,131-         17,033         120         81,584-         88,820-         7,236           Plan Review - Vector         102,964-         84,161-         17,033         120         81,584-         88,930-         12,249-           Plan Review - Mir Quality         25,010-         84,161-         11,033         120         30,590-         30,590-           Plan Review - Mir Quality         25,010-         88,326-         16,80-         7,236         7,249-           NOE - AQM         273,479-         10,479-         84,161-         12,492-         12,492-           Plan Review - Mir Qua		97,571-	é	19,124	120	75,753-	124,978-	49,225	165
Medicare Reimbursement         185,500-         181,830-         3,670-         98         66,000-         188,478-         122,478           Influenza Immunization         35,000-         33,670-         98         66,000-         188,478-         122,478           Influenza Immunization         35,000-         29,901-         5,099-         85         25,000-         33,255-         8,255           Sub Plear         Serv Health         5,099-         85         107         142         168,844-         13,756           End Serv Health         6,008-         288,147-         85,107         142         168,844-         283,469-         114,625           Plan Review - Pools         87,098-         104,131-         17,033         120         81,584-         88,820-         30,590           Plan Review - Vector         95,000-         81,684-         86,930-         30,590-         30,590-           Plan Review - Vector         102,964-         84,161-         11,049-         88         12,665         7,236           Plan Review - Vector         102,964-         84,161-         11,049-         88         12,690-         30,590-           Plan Review - Vector         102,965-         164         99,179-         86,93									
Pgm Inc 3rd Erty Rec         185,500-         181,830-         3,670-         98         66,000-         188,478-         122,478-           Influenza Immunization         35,000-         29,901-         5,099-         85         25,000-         33,255-         8,255           STD Fees         35,000-         29,901-         5,099-         85         25,000-         33,255-         8,255           Outpatient Services         203,040-         288,147-         85,107         142         168,844-         283,469-         114,625           Eng Serv Health         6,008-         24,220-         18,212         403         1,179-         16,845-         15,666           Plan Review - Pools         87,107         142         164         40,000-         7,236           Plan Review - Vector         102,964-         86,165-         15,849-         88,820-         7,249-           Plan Review - Vector         102,964-         84,161-         11,049-         84         99,179-         86,930-         12,249-           Plan Review - Mir Quality         273,074-         224,732-         82         238,433-         24,400-         12,249-           Plan Review - Vector         95,210-         84,33-         84,300-         70,5									
Influenza Immunization         35,000-         29,901-         5,099-         85         25,000-         33,255-         8,255           STD Fees         35,000-         33,255-         8,255         8,255         500-           STD Fees         203,040-         288,147-         85,107         142         168,844-         283,469-         114,625           Eng Serv Health         6,008-         24,220-         18,212         403         1,179-         16,845-         15,666           Plan Review - Food S         87,009-         81,7033         120         81,564-         7,236         7,236           Plan Review - Food S         50,000-         81,756-         17,756-         17,756         17,99-         16,800-         7,236           Plan Review - Food S         50,000-         81,756-         17,756-         17,756-         17,756-         17,756-         17,756-         12,749-         12,249-           Plan Review - Vector         95,210-         84,161-         10,672-         95,179-         86,930-         12,249-         12,249-           Plan Review - Vector         95,210-         84,342-         10,672-         95         12,49-         12,249-         12,249-         12,249-         12,249-	11	185,500-	181,830-	~	98	66,000-		122,478	286
STD Fees         35,000-         29,901-         5,099-         85         25,000-         33,255-         8,255           Outpatient Services         500-         500-         33,255-         8,255         500-           End Serv Health         203,040-         288,147-         85,107         142         166,844-         283,469-         114,625           Plan Review - Food S         87,098-         104,131-         17,033         120         81,584-         88,820-         7,236           Plan Review - Food S         50,000-         81,566-         31,756-         17,033         120         81,584-         30,590-         30,590-           Plan Review - Vector         95,210-         84,161-         11,049-         88         122,695-         7,236           Plan Review - Vector         95,210-         84,161-         11,049-         88         224,930-         30,590-           NOE-AQM         273,074-         224,732-         95,210-         93,210-         30,570-         30,570-           NOE-AQM         221,452-         10,672-         95         225,847-         93,270-         30,321-									
Outpatiant Services         500-           Coutpatiant Services         500-           Eng Serv Health         500-           Plan Review - Food S         87,008-         24,220-         18,212         403         1,179-         16,845-         13,666           Plan Review - Food S         87,008-         81,584-         88,820-         7,236         7,236           Plan Review - Voctor         10,000-         81,756-         31,756         16,879-         88,820-         7,236           Plan Review - Voctor         102,964-         84,161-         11,049-         88         122,695-         78,685           Plan Review - Voctor         95,710-         84,161-         10,672-         95         232,49-         30,530-           NOE-AQM         221,452-         10,672-         95         225,847-         195,526-         30,321-		35,000-	29,901-	5,099-	85	25,000-	33,255-	8,255	133
Eng Serv Health         203,040-         288,147-         85,107         142         168,844-         283,469-         114,625           Plan Review - Pools         6,008-         24,220-         18,212         403         1,179-         16,845-         15,666           Plan Review - Pools         87,009-         24,220-         13,756         164         283,469-         114,625           Plan Review - Pools         87,098-         104,131-         17,033         120         81,584-         88,820-         7,236           Family Planning         50,000-         81,756-         31,756         164         40,000-         70,590-         30,590           Plan Review - Vector         102,964-         86,085-         16,879-         84         29,179-         86,930-         12,249-           Plan Review - Air Quality         93,710-         84,161-         11,049-         88         122,655-         78,683-         44,012-           NDE-AgM         221,452-         224,732-         95,226-         30,321-         30,321-           Raview-Air Quality         221,452-         95         225,847-         95,526-         30,321-						500-		500-	
Plan Review - Pools         6,008-         24,220-         18,212         403         1,179-         16,845-         15,666           Plan Review - Food S         87,098-         104,131-         17,033         120         81,584-         15,666         7,236           Plan Review - Food S         87,098-         104,131-         17,033         120         81,584-         88,820-         7,236           Plan Review - Vector         102,964-         86,085-         31,756         164         40,000-         70,590-         30,590           Plan Review - Vector         102,964-         86,085-         16,879-         84         99,179-         86,930-         12,249-           Plan Review Air Quality         95,210-         84,161-         11,049-         88         122,695-         73,683-         44,012-           NOE-AQM         221,452-         210,780-         95,210-         95,210-         30,321-         30,321-	16	203,040-	288,147-	85,107	142	168,844-	283.469-	114.625	168
Plan Review - Food S         87,098-         104,131-         17,033         120         81,584-         88,820-         7,236           Family Planning         50,000-         81,756-         31,756         164         40,000-         70,590-         30,590           Plan Review - Vector         102,964-         86,085-         16,879-         84         99,179-         86,930-         12,249-           Plan Review - Vector         95,210-         84,161-         11,049-         88         122,695-         78,683-         44,012-           NOE-AQM         273,074-         224,732-         48,342-         82         223,437-         43,270         43,270           NESHAP-AQM         221,452-         210,780-         10,672-         95         225,847-         195,526-         30,321-	0	6,008-	24,220-	18,212	403	1,179-	16.845-	15.666	1.429
Family Planning         50,000-         81,756-         31,756         164         40,000-         70,590-         30,590-           Plan Review - Vector         102,964-         86,085-         16,879-         84         99,179-         86,930-         12,249-           Plan Review - Vector         95,210-         86,085-         11,049-         84         99,179-         86,930-         12,249-           Plan Review Air Quality         95,210-         84,161-         11,049-         88         122,695-         78,683-         44,012-           NOE-AQM         273,074-         224,732-         48,342-         82         238,433-         281,703-         43,270           NESHAP-AQM         221,452-         210,780-         10,672-         95         225,847-         30,321-		-87,098-	104,131-	17,033	120	81.584-	88,820-	7.236	109
Plan Review - Vector         102/964-         86,085-         16,879-         84         99,179-         86,930-         12,249-           Plan Review-Air Quality         95,210-         84,161-         11,049-         84         99,179-         86,930-         12,249-           Plan Review-Air Quality         95,210-         84,161-         11,049-         88         122,695-         78,683-         44,012-           NOE-AQM         273,074-         224,732-         48,342-         82         238,433-         281,703-         43,270           NESHAP-AQM         221,452-         210,780-         10,672-         95         225,847-         30,321-		50,000-	81,756-	31.756	164	40.000-	70.590-	30 590	176
Plan Review-Air Quality         95,210- 25,210- 35,210- NOE-AQM         84,160- 224,732- 238,433- 10,672- 36,221,452-         11,049- 38,160- 38,160- 38,160- 38,160- 38,160- 38,160- 37,012- 36,321- 30,321- 30,321- 30,321-           Plan Review-Air Quality         82         12,049- 38,433- 38,732- 30,321- 30,321-         84,012- 44,012- 37,012- 36,321- 30,321-		-102.964-	86 085-	16 879-		00 170-			
NOE-AQM         273,074-         224,732-         48,342-         88         122,695-         78,683-         44,012-           NOE-AQM         273,074-         224,732-         48,342-         82         238,433-         281,703-         43,270         13,270         13,270         13,270         13,270         13,270         10,672-         95         225,847-         195,526-         30,321-	£8				# 0 0 0		1000 000	TZ, 243-	00
NGE-AQM 2/3, 0/4- 224, 732- 48, 342- 82 238, 433- 281, 703- 43, 270 43, 270 221, 452- 221, 452- 221, 452- 221, 452- 30, 321- 30,	14	-017 020		TT OFA	α	-CK9 1771	18, 683-	44°072-	64
NESHAP-AQM 221,452- 210,780- 10,672- 95 225,847- 195,526- 30,321- 30,321-		273,074-		48,342-	82	238,433-	281,703-	43,270	118
	60	221,452-		10,672-	95	225,847-	195.526-	30.321-	La

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Washoe County Plan/Actual Rev-Exp 2-yr (FC)

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<b>Period:</b> 1 <b>thru</b> 11 2019 <b>Accounts:</b> GO-P-L <b>Business Area:</b> *	ounts	Functional	Fund: 202 Fund Center: 000 Functional Area: 000		Health Fund Default Washoe County Standard Functional A	Health Fund Default Washoe County Standard Functional Area Hiera			
Accounts	2019 Plan	2019 Actuals	Balance	Acts	2018 Plan	2018 Actual	Balance	Actà	
460529 Assessments-AQM	111,765-	113,136-	1,371	101	106,866-	110,092-	3,226	103	

		STODDDV CTAY	- DOINGTON	Name and	11073 0707	TENNOS ATAS	Souterioo	
460529 Assessments-AOM	111.765-	113.136-	1 371	101	106 866	-000 011	900 0	001
			T/C/T	TOT	-000 ONT		3,220	TOS
3	-C/T 'F		4,		6,750-		6,750-	
	362,521-	541,140-	178,619	149	334,771-	446,228-	111,457	133
		6,507-	6,507			6,279-	6,279	
460534 Child Care Inspection	22,470-	21,519-	951-	96	21,169-	19,167-		91
	28,380-	41,757-	13,377	147	46,666-	39,177-	7.489-	84
460570 Education Revenue								
460723 Other Fees	193,032-	213,499-	20,467	TTT	197.528-	139.542-	57.986-	17
Charges for Services	2,906,932-	3,098,603-	191,671	107	2.553.979-		467,906	
481150 Interest-Non Pooled		- - -				13-	1	
484000 Donations Contributions	-01	10-		001	-000		1	001
	6.500-	1881	a	211	16 050-			
	143.838-		142 030	4		5		2
	26.311-	11.981-	-022/01-	46	-800 01	12 015-	COV 1	d
485100 Reimbursements	48.283-	1088 46		22	i u		F	
	258 426-	108 498-	140 000	12	- F 00 / 0 F	10T/ 170	-	Τ,
-	483 368-	162 571	1001000	JF C	01 660			5
Revenue	13.908.338-	11 870 125-	070 038 013-		-70C TO CI	11 OCE 374	-060'6T -	2 0
701110 Rase Salaries	10.644 138	0 250 617	1 28/ 521	2 0	12 200 100 100 100	-#77/000/TT	-ST0'/7T'T	10
	302 258	320 120	T70'500'T	001	060'F70'NT	050 610 6	-11	000
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	000	5T7	0	77	300		-/ 9	122
	38,000	29,679	8, 321	78	38,000	CH	ŝ	LL
1	5,000	2,018	2,982	40	5,000	1,539	3,461	31
61								
	168,032		168,032		100,893		100, 893	
701413 Vac Payoff Sick Term	67,722	104,477	36,756-	154	73,676	55,571	0	75
701414 Vacation Denied-Payoff					1,101	1,101		100
701417 Comp Time	16,320	31,389	15,070-	192	2,069	3,812	1,743-	184
701419 Comp Time - Transfer					7,194	7,194		100
701500 Merit Awards								
Salaries and Wages	12,076,363	10,324,416	1,751,946	85	11,439,728	9,949,041	1,490,688	87
705110 Group Insurance	1,676,205	1,342,339	333, 866	80	1,648,117	1.429.933	218, 185	62
705115 ER HSA Contribs	89,200	152,770	63, 570-	171	66,000	94,621	28,621-	143
705190 OPEB Contribution	1,286,542	1,179,330	107,212	92	1,305,189	1.196.423	108.766	26
705199 Lab Cost Sav-Benef								
705210 Retirement	3, 120, 662	2,712,306	408,356	87	3.001.406	2.640.286	361.120	000
705215 Batiramant Calculation								0

Run by: AHEENAN Run date: 06/11/2019 10:25:15 Report: 400/ZS16

Washoe County Plan/Actual Rev-Exp 2-yr (FC)

Page: Horizontal Page: Variation:

Business Area:	ea: *		Functional Area:	<b>Area:</b> 000		Standard Functional A	ional Area Hiera		
Accounts		2019 Plan	2019 Actuals	Balance	Acts	2018 Flan	2018 Actual	Balance	Acts
and the second se	1.1								
705230	Medicare April 1986	152,285	142,366	9,920	63	148,683	137,345	11,338	92
05240	Insur Budgeted Incr	48,610		48,610		48,610		48,610	
705320	Workmens Comp	100,432	92,498	7,934	92	97,901	88,931	8,970	91
705330	Unemply Comp	9,755	10,721	966-	110	10.298	10.653	255	103
705360	Benefit Adjustment	84.148		84148		28 461	000		
Emplovee	Employee Benefits	6 567 830	C (23 230		00			T07 / 07	
TADTON.	Deaforal and Acres in		1000	500°000		C00 ' 704' 000	267'86C'C	120,413	88
	SECTATOR TRUCTOS	000,301	320,623	288, 343	53	460,662	231,516	229,146	20
SOTOT/	Medical Services	10,721	6,464	4,257	60	9,121	4,965	4.156	54
710108	MD Consultants	58,936	48.476	10.460	82	90 0 3C	13 360	15 567	V L
710110	Contracted/Temp Svcs	128.538	63.257	65 280	00	53 610			
710119	Subrecinient Pavmente			5	1		TC7 100	ř	177
710155	Tableton Sami and								
	saotvia services	009	600		100				
710200	Service Contract	93,962	54,744	39,219	58	61,929	102.295	40.367-	165
710201	Laundry Services	650	1.500	850-	131		1 63 1	1 621-	1
710205	Repairs and Maintenance	243 0	201 01			10 61			L C
010012			0.07 / 14		1 # T	L3, 043	196'7T	8/9	υ υ
017011	soltware Maintenance	3,000	L, 698	1,302	57	3,000	3,059	59-	102
110300	Operating Supplies	203,925	147,837	56,089	72	151,280	77,082	74,198	27
710302	Small Tools & Allow	1,435	1,272	163	89	1,435	134	1,301	σ
110308	Animal Supplies	1,600	880	720	55	1,600	780	820	49
710312	Special Dept Expense						087		1
710319	Chemical Supplies	392.700	392.517	183	001	767 535	201 292	005	001
710323	Asphalt	16,000		16,000	2			V 0	201
710325	Cione and Markova		0						
ACCOLL	OTAVIOR DUD SUSTO		0000	α, 336-					
	Lopy Machine Expense	24,141	16,842	7,299	70	26,066	16,735	9,331	64
	Copy Mach-Copies	7,751	7,944	193-	102	4,044	6, 806	2,762-	168
710350	Office Supplies	47,476	52,451	4.975-	110	36.698	197,891	8 807	76
710355	Books and Subscriptions	8.258	9,995	-737-	101	271 8			
710360	Doctano					ò	ົ່ເ	1701	
110261			ົ	n	TUY	197 ST	15, 696	3, 564	100
TGCOT/	express and courser	TOOT	35	65	35	100	124	24-	124
165011	Fuel & Lube	125		125		125		125	
710400	Pmts to 0 Agencies	743,421	344,756	398, 665	46	140.650	172.750	32.100-	123
710412	Do Not Use					•			
710500	Other Expense	143.749	87.425	56.324	19	31 606	16 720	988 01	сч Ц
710502	Printing	30 800	25 670					010 01	) ( ) (
710503	Thranson C Dormite	00,000				23, 545	0.52 OT	500'AT	ς Υ
			CC1 '2	T, 410-	/ TT	C # 2 4 3	5,113	3, 232	61
	Regrettation		1,042	1,042-			1,430	1,430-	
	Rental Equipment	200		200			1,812	1,812-	
	Dept InsDeductible		750	750-			300	300-	
	Network and Data Lines	6,540	11,932	5, 392-	182	9,050	6,240	2,810	69
710508	Telephone Land Lines	36,542	33.474	3.068	65	35,611	32,676	035	60
710509	Seminars and Meetings	66.818	65, 89R	920	0	23 748	20 653		1 0
	Auto Rynanea	375 11		0 00				000 0	
			1.1.7.10	5,032	αZ	CTF OT	515,0	5, 042	2.9
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Run by: AHEENAN Run date: 06/11/2019 10:25:15 Report: 400/2216

Washoe County Plan/Actual Rev-Exp 2-yr (FC)

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cu 11 2019 -L	P&L Accounts	Fund C	Fund: 202 Fund Center: 000		Health Fund Default Washoe County	County		
Business Area: *		Functional Area: 000	Area: 000		Standard Functi	Standard Functional Area Hiera		
Accounts	2019 Plan	2019 Actuals	Balance	Acts	2018 Plan	2018 Actual	Balance	Acts

Accounts	UBTA ATAZ	2019 Actuals	Balance	ACC6	UNTA STOP	TENJOY BTOZ	DALANCE	10-10-10-10-10-10-10-10-10-10-10-10-10-1
1.2								
710519 Cellular Phone	14,697	14,053	644	96	14,821	11, 382	3,439	LL
710529 Dues	21,555	16,836	4,719	78	32,129	33,553	1.424-	104
710535 Credit Card Fees	52,457	56,957	4.500-	109	51.157	48.765	2.347	
710546 Advertising	151,745	53 001	08 744	0	011 241			
				2	CTT IC T		11 C C C C	00
		40	401			٥	0	
		280	280-			177	-177	
710571 Safety Expense	56,279	32,046	24,233	57	57,891	30,381	27,510	52
710577 Uniforms & Special C	2,700	2,098	602	78	4.200	6.514	2.314-	155
710585 Undesignated Budget	543 973		EA2 002		704 054		- C	2
			<b>`</b> ^ <b>;</b>		144,404		194, YO4	
	CT8 C	c09,c	210	96	5,815	5,605	210	96
	75,813	70,223	5,590	63	76,607	70,223	6,384	92
710620 LT Lease-Equipment								
710703 Biologicals	356.681	276 586	80 095	20	000 E10	LLV 030		00
					3 T D 1 7 0 7	115 1707	CCT 207	000
	001 00	2, 040	-007 17	TCC	0, 180	0, 328	452	Ч
	662"66	83, 184	16,075	84	124,693	69,136	55,557	Ω Ω
710872 Food Purchases	3,244	2,281	963	70	2.744	966	1.778	35
711008 Combined Utilities	71,118	65.192	5,926	92	90 800	83 233	1 567	60
711010 Utilities								) 1
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	1 100	100 100	100 17	7	40,03T	202 201	L, 283	7
	60,891	43,092	17,799	11	55,159	45,457	9,702	82
	61,103	50,995	10,108	83	64,486	65,191	705-	101
711115 Equip Srv Motor Pool	5,000	6,750	1,750-	135	5,000		5.000	
711116 ESD Vehicle Lease								
711117 ESD Fuel Charge	31,839	25.621	6.218	80	27.852	26.028	1 874	5
711119 Pron & Lish Billings	82 007	75 173		00				
10				70	100 100		50'0	36
	1077 930	450 CQ	967 '96	4 /	CET 12/T	61.9 26	955, 67	54
711213 Travel-Non Cnty Pers	32,500	7,201	25,299	22		3,296	3,296-	
711300 Cash Over Short		I m	m			22	22-	
711399 ProCard in Process		10	10-					
711400 Overhead - General Fund	1.218.080	1.116.573	101 507	60	1 520 621	203 203	176 718	00
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				L				
	140, 389	168, 932	Z1,943-	<b>GTT</b>	83, 270	77,434	5,835	е 6
711508 Computers nonCapital	220,130	94,825	125,305	43	20,000	1,944	18,056	10
711509 Comp Sftw nonCap	4,281	44,784	40, 503-	1,046	2,631	5,569	2,938-	212
Services and Supplies	6,261,161	4,243,628	2,017,533	68	5,797,533	4.253.522	1.544.011	73
781002 Build Imprv Capital	35,000		35,000					
781004 Equipment Capital	100.000	54.538	45.462	с С	100.000	70.032	29 968	02
781007 Vehicles Capital								-
	45,000		45.000		25.000	25.374	374-	101
Capital Outlav	180,000	54.538	125.462	30	125,000	210100	20 504	101
Fundrede							FOC 000 0	2 0
ADD SUPPLY THE PARTY STATE	700'000'07	7TA '5C7'07	4,83U,45L	1 20	23, 110, 926	19, 896, 160	3,820,766	84
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Run by: AHEENAN Run date: 06/11/2019 10:25:15 Report: 400/ZS16

Washoe County Plan/Actual Rev-Exp 2-yr (FC)

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Period: 1 thru 11 2019 Accounts: GO-P-L Business Area: *	P&L Accounts	Fund C Functional	Fund: 202 Fund Center: 000 Functional Area: 000		Health Fund Default Washoe County Standard Functional Ar	Health Fund Default Washoe County Standard Functional Area Hiera		
Accounts	neld 0105	OUIG MANATE	Delance	8040	Balance Act6 2010 Num	****** S	and and and and	ingeningen a

Accounts	2019 Plan	2019 Actuals	Balance	Acts	2018 Plan	2018 Actual	Balance	Acts
* Other Fin. Sources		- 80	~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~					
621001 Transfer From General	9,516,856-	8,723,785-	793,071-	92	10,051,691-	9,258,620-	793.071-	62
* Transfers In	9,516,856-	8,723,785-	793,071-	92	10,051,691-	9,258,620-	793,071-	
812230 To Reg Permits-230	73,123	51,215	21,908	70	100,271		100.271	
814430 To Reg Permits Capit								
* Transfers Out	73,123	51,215	21,908	70	100,271		100.271	
<pre>** Other Financing Src/Use</pre>	9,443,733-	8,672,578-	771,155-	92	9,951,420-	9,258,620-	692,800-	63
*** Total	1,733,291	287,792-	2,021,083	17-	782,463	1.217.684-	2,000.147	156-





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# Staff Report Board Meeting Date: June 27, 2018

TO:	District Board of Health
FROM:	Kevin Dick, District Health Officer 775-328-2416, <u>kdick@washoecounty.us</u>
SUBJECT:	Recommendation to approve of a resolution to support allocation of local revenue to the Washoe County Affordable Housing Trust Fund.

## **SUMMARY**

The District Board of Health identified housing as a priority to address through the Community Health Improvement Plan as a result of the need identified through the Community Health Needs Assessment. An Affordable Housing Trust Fund is an important policy and funding approach to increase the stock of affordable housing in Washoe County. This resolution is an expression of the District Board of Health's support for our regional governing entities to allocate revenue to fund the Affordable Housing Trust Fund to address the extreme need for more affordable housing in Washoe County.

#### District Health Strategic Priorities supported by this item:

- **1. Healthy Lives:** Improve the health of our community by empowering individuals to live healthier lives.
- **2. Healthy Environment:** Create a healthier environment that allows people to safely enjoy everything Washoe County has to offer.

## PREVIOUS ACTION

On January 25, 2018, the District Board of Health Approved the 2018-2020 Community Health Needs Assessment.

On June 28, 2018, the District Board of Health approved the 2018-2020 Community Health Improvement Plan.

## BACKGROUND

The Washoe County Health District's Community Health Improvement Plan identifies housing as a top priority with the goal of improving housing security through the objectives of completion and implementation of a Regional Strategy for Housing Affordability. Truckee Meadows Healthy Communities and the Truckee Meadows Regional Planning Agency recently completed the *Regional Strategy for Housing Affordability* which was presented to and accepted by the Truckee Meadows Regional Planning Agency Governing Board at their May 23, 2019 meeting. The strategy identifies a current shortage of 11,800 units affordable and available to low-income renters in Washoe County.



Subject: Affordable Housing Trust Fund Resolution Date: June 19,2019 Page 2 of 2

The strategy also identifies a number of policies and tools that can be utilized at the local level to advance construction and preservation of affordable housing in Washoe County. The strategy identifies the allocation of local revenue to an Affordable Housing Trust Fund as a top implementation priority.

Housing is an important determinant for health outcomes in our community. Rent burdened households must make difficult choices in regard to using their resources to pay for rent, medical needs, nutrition, transportation, clothing, etc. The stress associated with housing instability and maintaining a place for oneself and one's family to live in unaffordable conditions also has negative health consequences.

On March 26, 2019, the Washoe County Board of Commissioners approved an ordinance creating an Affordable Housing Trust Fund, with the intent of utilizing County revenue as one source of funding for the development and preservation of housing affordable to low and middle income households, which became effective April 5, 2019. The cities of Reno and Sparks may also designate money to fund the Trust Fund. The District Board of Health has an opportunity to recognize and support efforts by our governing bodies to address the affordable housing shortfall in Washoe County and this important public health need through approval of this resolution.

## FISCAL IMPACT

Should the Board approve the resolution in support of the allocation of local revenue to the Washoe County Affordable Housing Trust Fund, there will be no fiscal impact to the Washoe County Health District.

## **RECOMMENDATION**

Recommendation to approve the resolution in support of the allocation of local revenue to the Washoe County Affordable Housing Trust Fund.

## **POSSIBLE MOTION**

Should the Board accept staff's recommendation a possible motion would be:

"Move to approve the resolution in support of the allocation of local revenue to the Washoe County Affordable Housing Trust Fund."



# Resolution

# In support of the allocation of local revenue to the Washoe County Affordable Housing Trust Fund

WHEREAS, significant population growth in Washoe County has led to a severe lack of affordable housing available to households of low and middle income as well as an increase in the number of residents experiencing homelessness;

WHEREAS, the Washoe County Health District's Community Health Improvement Plan identifies housing as a top priority with the goal of improving housing security through the objectives of completion and implementation of the *Regional Strategy for Housing Affordability;* 

WHEREAS, Truckee Meadows Healthy Communities and the Truckee Meadows Regional Planning Agency recently completed the *Regional Strategy for Housing Affordability*, which identifies a current shortage of 11,800 units affordable and available to low-income renters in Washoe County;

WHEREAS, on March 26, 2019, the Washoe County Board of Commissioners approved an ordinance creating Affordable Housing Trust Fund with the intent of utilizing county revenue to fund the development and preservation of housing affordable to low and middle income households, which became effective April 5, 2019;

WHEREAS, the *Regional Strategy for Housing Affordability* identifies the allocation of local revenue to the Affordable Housing Trust Fund as a top implementation priority;

RESOLVED, that the Washoe County District Board of Health:

- 1. Supports efforts by the Reno City Council, the Sparks City Council, and the Washoe County Board of Commissioners to identify and/or implement revenue or funding sources for the purpose of providing meaningful funding to the Affordable Housing Trust Fund, and
- 2. Supports the allocation and/or dedication of funding to the Affordable Housing Trust Fund on a regular and ongoing basis

ADOPTED this <u>th</u> day of June 2019

DBOH AGENDA ITEM NO. 9



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## Staff Report Board Meeting Date: June 27, 2019

TO:	District Board of Health
FROM:	Charlene Albee, EHS Division Director 775-784-7211, <u>calbee@washoecounty.us</u>

SUBJECT: Review, discussion and possible adoption of the proposed revision to the District Board of Health Fee Schedule, referenced in Section 020.085 of the Washoe County District Board of Health Regulations Governing Food Establishments, for the newly formed category of Mobile Food Unit Pre-Packaged Food Permit.

## **SUMMARY**

The Washoe County District Board of Health (Board) must adopt any changes to the District Board of Health Regulations Governing Food Establishments and fee schedule.

## District Health Strategic Priority supported by this item:

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

## PREVIOUS ACTION

- December 17, 2015 The current Environmental Health Services (EHS) fee schedule was adopted by the Board.
- September 2018 In response to multiple concerns received from the regulated community who indicated that assessed fees for their low risk operations were too high, staff was directed by the Board to review Mobile Food fees with particular regard to units which sell only pre-packaged items.
- May 23, 2019 Board acceptance of the Business Impact Statement for proposed revision to Section 020.085, Mobile Food Unit Pre-Packaged Food Permit fee.



Subject: Adoption of Fee Schedule for newly formed Mobile Unit Permit Date: June 27, 2019 Page 2 of 3

## **BACKGROUND**

The most current version of the EHS fee schedule was adopted by the Board on December 17, 2015 after the proposed changes were presented to the public in established protocol. This included public workshops, coverage on local news television and radio, online postings, etc. Business impact statements were generated and presented leading to the ultimate adoption of the fee schedule. Under this fee schedule, Mobile Food permitting resulted in the combination of two formerly separate fees (Mobile Unit fee & Service Area fee) into a single Mobile Food permit fee. This single permit fee has since been applied to all Mobile Food units regardless of risk level, which can range from completely pre-packaged food sales only units up to fully-equipped complete meal service units.

EHS has received multiple voiced concerns from lower risk Mobile Food operators (pre-packaged ice cream), indicating that their operations are being inequitably charged based on the nature of their operations. Therefore, an evaluation of these Mobile Food Units was performed.

The existing Mobile Food Unit/Servicing Area fee accounts for 2.5 hours of staff time. The Mobile Food Unit Pre-Package Permit is based upon the average amount of staff time necessary to conduct an annual routine inspection. The average amount of time spent by an Environmental Health Specialist to conduct an inspection, including completion of the necessary paperwork, for each unit in this category is 1.58 hours. The resulting recalculated fee at the adjusted staff time rate for Mobile Food Unit Pre-Package Permit is \$318.00, which is the proposed new fee. EHS currently has approximately 37 active Mobile Food Unit permits which will qualify for this category of permit.

Public notice for the proposed revision to the Washoe County Health District (WCHD) fee schedule was published in the Reno Gazette-Journal on April 24<sup>th</sup>, April 30<sup>th</sup> and May 7<sup>th</sup>. The Notice of Proposed Action and a copy of the proposed change to the fee schedule were also made available in the "Public Notices" section of the WCHD website (www.washoecoutny.us/health). Public workshops were held on May 7<sup>th</sup> and May 8<sup>th</sup> at 5:00 pm in the Health District Conference Room B to address any questions or concerns; no one from the public attended. The published Notice of Proposed Action included instructions that written comments must be submitted to the WCHD by May 8<sup>th</sup> 2019, no comments were received by close of business.

## FISCAL IMPACT

The fiscal impacts resulting from the Board adopting the proposed new fee are in compliance with the methodology adopted by the Board for cost recovery of the administrative duties associated with the implementation of the food safety program. If the Board approves this new permit fee there will be a reduction of about \$6,700 in fees collected during FY 20.

## **RECOMMENDATION**

Staff recommends the District Board of Health adopt the proposed revision to the District Board of Health Fee Schedule, referenced in Section 020.085 of the Washoe County District Board of Health Regulations Governing Food Establishments, for the newly formed category of Mobile Food Unit Pre-Packaged Food Permit.

Subject: Adoption of Fee Schedule for newly formed Mobile Unit Permit Date: June 27, 2019 Page **3** of **3** 

## POSSIBLE MOTION

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

"Move to adopt the proposed revision to the District Board of Health Fee Schedule, referenced in Section 020.085 of the Washoe County District Board of Health Regulations Governing Food Establishments, for the newly formed category of Mobile Food Unit Pre-Packaged Food Permit.

## MOBILE FOOD UNIT PRE-PACKAGE PERMIT

This service provides the public health benefit of meeting NRS 446 requirements, ensuring that regulated facilities provide safe, unadulterated and honestly presented food to the consumer.

The Mobile Food Unit Pre-Package Permit is based upon the average amount of staff time necessary to conduct an annual routine inspection.

This fee is based on the NRS requirement that all food facilities have a permit to operate. This ensures that facilities are operated and maintained in a manner that minimizes the risk of food-borne illness and injury to the consumer.

The average amount of time spent by an Environmental Health Specialist to conduct an inspection, including completion of the necessary paperwork, for each food service facility type is as follows:

The computation of the Change of Service Area Fee is as follows:

Personnel	Hourly Rate		# of Hours	(	Cost
Environmental Health Spec.	\$	114.80	1.58	\$ 1	81.38
				\$	-
			Calculated Program Expense	\$ 1	18.55
Hourly Program Expense Rate	\$	75.03	â.	\$	-
			IT Overlay	\$	6.31
			Subtotal	\$3	306.00
			FY19 RTF at 4%, minimum \$1.00	\$	12.00
			The Change of Service Area Fee is	\$3	18.00

#### PROOF OF PUBLICATION

#### STATE OF WISCONSIN SS. COUNTY OF BROWN

ACCOUNTS PAYABLE WASHOE CO 1001 E 9TH ST BLDG D

**RENO NV 99512** 

Being first duly sworn, deposes and says: That as the legal clerk of the Reno Gazette-Journal, a daily newspaper of general circulation published in Reno, Washoe County, State of Nevada, that the notice referenced below has published in each regular and entire issue of said newspaper between the date: 04/24/2019 - 05/07/2019, for exact publication dates please see last line of Proof of Publication below,

#### 04/24/19, 04/30/19, 05/07/19

Legal Clerk

Subscribed and sworn before me this 7th of May 2019

Morin VIJ

NOTARY PUBLIC RESIDING AT BTATE OF WISCONSIN COUNTY OF BROWN

Notary Expires:

11/9/22

Ad# 0003520300 P O : 710546-172404 # nt Alfidavite 1



# NOTICE OF PUBLIC HEARING WASHOE COUNTY DISTRICT BOARD OF HEALTH

The Washoc County Health District (WCHD) is proposing a revision to the WCHD Fee Schedule. Specifically, a new fee will be consid-ered for mobile units which self only commercially prepacked foods items. The proposed will better represent the resources necessary for conducting annual routine inspections and other activities associ-ated with the operation of such facilities in Washoe County. The statement of basis and the proposed fee are available on the WCHD website at www.washoecounty.us/health.

Two public workshops will be held at 5pm on Tue., May 7, 2019 and 5pm on Wed., May 8, 2019 in the WCHD Conf Rm B at address be-low. Interested persons who may be affected or wish to comment should appear at the workshop to submit oral testimony or may submit commonts, data, views, or orguments in written form to

Tony Macaluse, Environmental Health Specialist Supervisor WCHD, Environmental Health Services 1001 E. Ninth St, Bldg B, Reno, NV 89512 Phone (775) 328-2431 FAX (775) 328-6176

Written comments will be accepted until the close of business on Wednesday, May 8, 2019, and will be considered prior to any final action being taken on the proposed revision. Comments received will be included in the Business Impact Statement to be presented to the WCHD Board of Health for consideration of acceptance at a public hearing to be held at 1pm on May 23, 2019, at the Board of County Commissioners. Chambers, located at 1001 E. Ninth St. Bldg A. If the Business Impact Statement is accepted, adoption of the proposed for schedule revision will be considered at the next WCHD Board of Health meeting scheduled at 1pm on June 27, 2019, at the same location. sume location.

John Novak, Chairman Washow County District Board of Health No. 3514191

Apr. 24, 30; May 7, 2019

DBOH AGENDA ITEM NO. 10





## Staff Report Board Meeting Date: June 27, 2019

**TO:** District Board of Health

FROM: Charlene Albee, EHS Division Director

775-328-2644, calbee@washoecounty.us

SUBJECT: Review, discussion and possible adoption of the Business Impact Statement regarding Proposed Amendments to the Regulations of the Washoe County District Board of Health Governing Food Establishments for the addition of provisions from the U.S. Food and Drug Administration Model Food Code, as well as minor edits and formatting corrections, with a finding that the revised regulations do not impose a direct and significant economic burden on a business; nor do the revised regulations directly restrict the formation, operation or expansion of a business; and set a public hearing for possible adoption of the proposed revisions to the Regulations for July 25, 2019 at 1:00 pm.

## **SUMMARY**

The Washoe County District Board of Health (Board) must approve amendments to the Regulations of the Washoe County District Board of Health Governing Food Establishments (Regulations). Per NRS 237 Business Impact Statements "must be considered by the governing body at its regular meeting next preceding any regular meeting held to adopt" the Proposed Amendments.

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

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

#### PREVIOUS ACTION

The Washoe County District Board of Health last approved amendments to the Regulations on August 25, 2016.



Subject: Adoption of BIS for Proposed Amendments to the Regulations of the Washoe County District Board of Health Governing Food Establishments Date: June 27, 2019 Page 2 of 4

## BACKGROUND

The Food Safety Program is continuously striving to enhance the quality of services we provide to the public and promote active managerial control of risk factors most commonly associated with foodborne disease in food establishments. Although significant amendments to the Regulations of the Washoe County District Board of Health Governing Food Establishments were approved in 2016, additional amendments are required to achieve this goal. Below is a summary of the revisions that are being proposed to the Regulations:

- Incorporate additional provisions from the most current version of the U.S Food and Drug Administration (FDA) Model Food Code.
- Deletion of provisions not contained in the most current version of the U.S Food and Drug Administration (FDA) Model Food Code.
- Minor edits and formatting corrections.

A summary of changes document is attached for reference and a link to the final version of the proposed revisions can be found at:

https://www.washoecounty.us/health/programs-and-services/environmental-health/food-protection-services/index.php

In 2004, Environmental Health Services enrolled in the FDA's Voluntary National Retail Food Regulatory Program Standards. The Program Standards is a quality improvement program that provides a foundation upon which regulatory agencies can build through a continuous improvement process. It also allows for program evaluation and measures program effectiveness. The Program Standards consist of nine standards intended to enhance the quality of services we provide to the public and promote active managerial control of risk factors most commonly associated with foodborne disease in food establishments. Approval of the proposed Regulations will aid the Food Safety Program in meeting the criteria of Standard 1 – Regulatory Foundation, and Standard 9 – Program Assessment.

In an effort to provide an overview of the proposed regulation revisions and inspection process, answer questions, and receive input from interested persons, two public workshops were held on May 14, 2019 and May 15, 2019. The following methods were used to provide notice of the proposed regulatory revisions:

- A total of 1,993 notices were mailed to permit holders, giving notice of the proposed regulatory revisions and offering methods of providing input.
- The program's Food Safety Listserve was utilized to send email notices of the public workshops and hearings to food establishment operators, businesses, and other stakeholders.
- A radio announcement of the workshops was recorded and aired on KKOH.

Subject: Adoption of BIS for Proposed Amendments to the Regulations of the Washoe County District Board of Health Governing Food Establishments Date: June 27, 2019 Page **3** of **4** 

- The Environmental Health Services Facebook page was utilized to invite followers to the workshops
- Workshop and hearing announcements and a copy of the proposed Regulations were posted on the Health District website.

A total of 15 individuals attended the workshops – ten attendees on May 14<sup>th</sup> and five attendees on May 15<sup>th</sup>. Attendees included food establishment operators, business owners and representatives from the Retail Association of Nevada. The workshops included a presentation on the specific proposed regulatory changes. Discussion occurred and after clarification, no negative comments were received. All attendees seemed generally accepting of the proposed regulatory changes.

During the workshops, staff announced one change to the draft regulations that were posted on the Health District website. Section 060.205 *Food equipment, certification and classification* was changed to allow Health Authority approval for certain equipment rather than keeping the strict requirement that all equipment must be certified by the American National Standards Institute (ANSI). This change will allow Health District Staff to allow non-ANSI certified equipment in food establishments if the design of the equipment meets equivalent standards.

A copy of the PowerPoint presentation is attached for reference.

Upon review of the draft regulations after the workshops, it was observed that one section of the current regulations was erroneously omitted: Section 030.073 *Use of bandages, finger cots, or finger stalls.* This section was added back into the draft version.

A Business Impact statement has been prepared in accordance with NRS 237.090 and is also attached for reference.

## FISCAL IMPACT

There is no fiscal impact from the Board adopting the Business Impact Statement for the proposed revisions to the Regulations as the program work is already being conducted.

## **RECOMMENDATION**

Staff recommends the Washoe County District Board of Health review, discuss and adopt the Business Impact Statement regarding Proposed Amendments to the Regulations of the Washoe County District Board of Health Governing Food Establishments for the addition of provisions from the U.S. Food and Drug Administration Model Food Code, as well as minor edits and formatting corrections, with a finding that the revised regulations do not impose a direct and significant economic burden on a business; nor do the revised regulations directly restrict the formation, operation or expansion of a business; and set a public hearing for possible adoption of the proposed revisions to the Regulations for July 25, 2019 at 1:00 pm.

Subject: Adoption of BIS for Proposed Amendments to the Regulations of the Washoe County District Board of Health Governing Food Establishments Date: June 27, 2019 Page **4** of **4** 

## **POSSIBLE MOTION**

Should the Board agree with staff's recommendation, a possible motion would be "Move to adopt the Business Impact Statement regarding Proposed Amendments to the Regulations of the Washoe County District Board of Health Governing Food Establishments for the addition of provisions from the U.S. Food and Drug Administration Model Food Code, as well as minor edits and formatting corrections, with a finding that the revised regulations do not impose a direct and significant economic burden on a business; nor do the revised regulations directly restrict the formation, operation or expansion of a business; and set a public hearing for possible adoption of the proposed revisions to the Regulations for July 25, 2019 at 1:00 pm."

#### **BUSINESS IMPACT STATEMENT**

The following business impact statement was prepared pursuant to NRS 237.090 to address the proposed impact of revisions to the <u>Regulations of the Washoe County District Board of Health Governing Food Establishments</u> (<u>Regulations</u>)

1. The following constitutes a description of the number or the manner in which comment was solicited from affected businesses, a summary of their response and an explanation of the manner in which other interested persons may obtain a copy of the summary. (*List all trade association or owners and officers of businesses likely to be affected by the proposed rule that have been consulted*).

Informational postcards were sent to all current permit holders that could be impacted by the proposed revisions to the Regulations. Notice of the proposed Regulation Amendment public hearing was posted in the Reno Gazette Journal on May 20, May 22 and May 24 2019. The proposed Regulations were posted on the Health District website and two public workshops were held on May 14 and 15, 2019 to solicit feedback.

Chapters/topics were discussed and after clarification no negative comments were received.

No specific negative financial comments were expressed during the workshops on any section of the Regulations.

2. The estimated economic effect of the proposed rule on businesses, including, without limitation, both adverse and beneficial effects, and both direct and indirect effects:

Adverse effects:

No public comment was received (verbal or written) indicating concern for significant financial impacts to businesses.

Potential impacts:

Written procedures: Businesses that will be required to have written procedures for responding to vomiting and diarrheal events may see an increase in initial resources, mainly staff time, dedicated to the development and implementation of those procedures; however at this time, those effects cannot be guantified.

<u>Temperature measuring devices: Businesses that will be required to obtain irreversible registering</u> <u>temperature indicators to measure hot water sanitizer temperature in mechanical warewashing machines</u> <u>may see an initial increase in costs associated with purchasing the device; however at this time, those</u> <u>effects cannot be quantified.</u>

## Beneficial effects:

It is anticipated that the implementation of properly prepared written procedures for responding to vomiting and diarrheal events, and the ability to verify proper sanitization temperatures of equipment warewashing machines will be converted into long term savings for those businesses conducting the process as we anticipate those operators who take active managerial control of foodborne illness risk factors will see a decrease in potential violations and the occurrence of foodborne illness in their establishments. However, the long term savings cannot be quantified at this time.

#### Direct effects:

<u>The passage of these regulations will require certain food establishments to have a person-in-</u> <u>charge (PIC) who is a certified food protection manager (CFPM). Some food establishments will need to</u> <u>either designate an existing CFPM as the PIC, or have the existing PIC obtain food protection manager</u> <u>certification.</u>

#### Indirect effects:

<u>The proposed revisions to the regulations reflect the most current science and knowledge available</u> and provide effective controls for reducing the risk of foodborne illness within food establishments. As a result, consumers will be protected from potentially devastating health consequences, and the food service industry will be protected from potential financial losses.

3. The following constitutes a description of the methods the local government considered to reduce the impact of the proposed rule on businesses and a statement regarding whether any, and if so which, of these methods were used: (Include whether the following was considered: simplifying the proposed rule; establishing different standards of compliance for a business; and if applicable, modifying a fee or fine set forth in the rule so that business could pay a lower fee or fine).

<u>The updating of these regulations brings Washoe County into closer alignment with the U.S Food and</u> <u>Drug Administration (FDA). Since the Regulations follow the national standard set by FDA, no alternatives</u> <u>were considered.</u>

4. The governing body estimates the annual cost to the local government for enforcement of the proposed rule is:

Once the Regulations are fully implemented there is no increase in anticipated annual cost as the work is already being conducted. There will be an increase in staff time spent working with food handlers and operators transitioning to the new Regulations.

5. (If applicable, provide the following:) The proposed rule provides for a new fee or increases an existing fee and the total annual amount expected to be collected is:

No new fees as part of the Regulations.

6. The money generated by the new fee or increase in existing fee will be used by the local government to:

No new fees as part of the Regulations.

7. (If applicable, provide the following:) The proposed rule includes provisions that duplicate or are more stringent that federal, state or local standards regulating the same activity. The following explains when such duplicative or more stringent provisions are necessary:

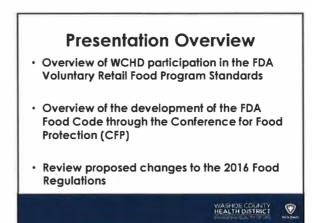
<u>The proposed changes are not duplicative of existing federal, state and local standards. The Regulations</u> <u>bring Washoe County more in alignment with the U.S. FDA.</u>

To the best of my knowledge or belief, the information contained in this statement is prepared properly and is accurate.

Kevin Dick, District Health Officer

Date





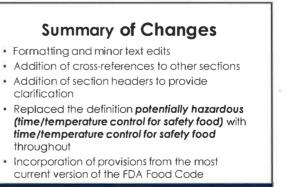




## Conference for Food Protection (CFP)

- Regulatory (all levels), Industry, Academia, Consumers
- Bi-annual meetings to propose revisions to the FDA Food Code
- Approved proposals from the CFP forwarded to FDA as recommended changes to the FDA Model Food Code
- If accepted by FDA, proposals are incorporated into newest version of the FDA Food Code

WASHOF COUNTY HEALTH DISTRICT 1



HEALTH DISTRICT

WASHOE COUNTY HEALTH DISTRICT

## Highlights of Proposed Amendments

- Definition of Risk Level II and Risk Level III establishments (010.730 and 010.735)
- Person-in-charge (PIC) demonstration of knowledge and duties of the PIC (030.010 and 030.015)
- Employee Health Section (030.020-030.022)
- Requirement for employees to wear hair and beard nets or covers (030.075)
- Requirement for written procedure for responding to vomiting or diarrheal events (030.085)

WASHOF COUNTY HEALTH DISTRICT 1

## Highlights of Proposed Amendments

- Requirement of the PIC to be a Certified Food Protection Manager (040.022)
- Remove requirement for documentation of a written food safety plan (040.025)
- Requirement to record the date the last shellstock from the container is sold/served on the tag (050.110)
- New cooking time in seconds (050.245)

#### WASHOE COUNTY HEALTH DISTRICT

## Highlights of Proposed Amendments

- Requirement for the availability of irreversible registering temperature indicators to measure surface temperature of high-temperature warewashing machine(060.245)
- Requirement that all equipment must meet ANSI standards(060.205)
- Removed Chapter 180 Food Processing Establishments - covered in the definition of Food Establishment

HEALTH DISTRICT

## Highlights of Proposed Amendments

- Remove proscriptive language in Chapter 120 Barbecues and Chapter 200 Outdoor Food Establishments, and add requirement for outdoor cooking equipment to be located in areas approved by the fire authority
- Delete chapter 130 Bed and Breakfast Facilities

HEALTH DISTRICT

## Highlights of Proposed Amendments

- Chapter 190 Mobile/Portable Units:
  - Exemption from the requirement for mobile food units to obtain a temporary food permit when returning to the servicing area is not possible (190.020)
  - Remove repetitive language already addressed in regulations
  - Allow certain menu items or processes if approved by the Health Authority

WASHOE COUNTY HEALTH DISTRICT

## Highlights of Proposed Amendments

- Allowance for food establishments to continue operations during periods of extended interruptions of electrical or water service if a written emergency plan is approved (230.005)
- Change the authority on appeal final decision making from the District Health Officer to the District Board of Health (240.105)
- Clarified the process for variance hearings and waiver requests (240.110 and 240.115)

## **Next Steps**

- District Board of Health Hearings: Notice of Proposed Change: Thursday, June 27, 2019 at 1:00pm Public Hearing: Thursday, July 25, 2019 at 1:00pm
- State Board of Health: Friday, September 6, 2019 at 9:00am

WASHOE COUNTY



# Summary of Changes - 2019 Proposed Amendments to the Regulation of the District Board of Health Governing Food Establishments

**General Amendments** - formatting edits, additions to cross-reference sections, and replaced the term "potentially hazardous food (time/temperature control for safety food)" with new definition "time/temperature control for safety food" throughout.

Chapter 010: DEFINITIONS

010.023 - "Asymptomatic" defined- Amended to add definition for "asymptomatic."

**010.035** – **"Barbeque" defined-** Amended to add clarification to outdoor cooking equipment that qualifies as a barbeque operation.

**010.128** – **"Confirmed disease outbreak" defined-** Amended to add definition for "confirmed disease outbreak."

010.187 – "Drinking water" defined- Amended to add definition for "drinking water."

**010.340** – **"Foodservice trailer" defined-** Amended to delete definition for "foodservice trailer" as this is included in the existing definition for "portable unit for service of food."

**010.435** - Indoor foodservice cart" defined - Amended to delete definition for "indoor foodservice cart" as this is included in the existing definition for "portable unit for service of food."

010.535 - "Ornamental attraction of water" defined – Amended to remove definition.

**010.545** – **"Outdoor/indoor foodservice cart" defined -** Amended to delete definition for "outdoor/indoor foodservice cart" as this is included in the existing definition for "portable unit for service of food."

**010.620** – **"Potentially hazardous food (time/temperature control for safety food" defined -** Amended to move remove "potentially hazardous" from the definition and move to new section 010.852 to retain alphabetical list of definitions.

**010.660** – "**Pushcart**" **defined**- Amended to delete definition for "pushcart" as this is included in the existing definition for "portable unit for service of food."

**010.730** – **"Risk Level II food establishment" defined -** Amended to remove number of food items cooled and replaced with clarifying terms types of cooling activities.

**010.735** – **"Risk Level III" food establishment "defined** - Amended to remove number of food items cooled.

**010.830** – **"Splash zone" defined-** Amended to remove definition as term is not used in these regulations.

**010.852** – **"Time/Temperature control for safety food" defined-** Amended to relocate definition for "time/temperature control for safety food" previously defined as "potentially hazardous food (time/temperature control for safety food)."

#### Chapter 020: PERMITS AND FEES

**020.080- Invalidation of a permit for failure to pay renewal fees** – Amended to remove fee assessed within 60 calendar days after the permit anniversary date.

#### Chapter 030: MANAGEMENT AND PERSONNEL

**030.010** – **Demonstration of knowledge-** Amended to add section for demonstration by having no critical violations. Amended to expand the list of questions to demonstrate knowledge including knowledge of major food allergens and symptoms of food allergens.

**030.015** – **Duties of the person in charge**- Amended to add new paragraph to address additional duty requirement for the Person in Charge to ensure employees are routinely monitoring food temperatures during hot and cold holding and employees are aware of the major food allergens and how they related to their specific job duties.

030.020 – 030.022 – Employee Health Responsibility of the permit holder, person-in charge, food employees, and conditional employees; Exclusions and restrictions; Managing removal, adjustment, or retention of exclusions and restrictions- Amended to remove previous language and include more specific information from FDA Food Code on employee restriction/exclusion criteria. Decreased exclusion for gastrointestinal symptoms from 48 hours to 24 hours to be consistent with the FDA Food Code and the national standard.

**030.055** – **Prohibition of jewelry**- Amended to remove allowance for employees to wear medical information jewelry.

**030.065** – **Eating, drinking, or using tobacco-** Amended to add sections on "No Smoking" signs and requirement to remove smoking paraphernalia – previously in Chapter

**030.075** – **Effectiveness of hair restraints**- Amended to add requirement for hair nets or covers, beard restraints and clothing covering body hair.

**030.085** – **Clean-up of vomiting and diarrheal events-** Amended to add new section for the establishment to have a written procedure for responding to vomiting or diarrheal events.

Chapter 040: FOOD PROTECTION MANAGER CERTIFICATION

**040.020** – **Food protection manager certificate, posting-** Amended to remove the requirement for Certified Food Protection Manager (CFPM) certificate posted and added requirement that CFPM certificate must be made available to the Health Authority.

**040.022** – **Certified food protection manager-** Amended to add the requirement for the Person-incharge to be a CFPM.

**040.025** – **Food protection manager certification-** Amended to remove the requirement for documentation and implementation of a food safety plan.

#### Chapter 050: FOOD

**050.005** – **Safe, unadulterated, and honestly presented-** Amended to remove repetitive language in Subsection B and C as these requirements are already covered in other sections of these regulations.

**050.010(E)** – **Compliance-** Amended to add clarification to labeling requirements and CFR reference for meat and poultry products.

**050.035** – **Wild mushrooms-** Amended to recognize a regulatory authority's ability to approve the sale of wild mushrooms within a food establishment and regulate wild mushrooms according to their law.

050.040 - Game Animals- Amended to include source criteria for wild game animals

**050.045** – **Specifications for receiving temperature-** Amended to remove specific receiving temperatures for milk and shellfish.

**050.065** – **Service of food: Dairy products and nondairy creamers-** Amended to remove as pasteurization of milk and protection from contamination and temperature control already covered in other sections of these regulations.

**050.080** – **Preparation and service of ice-** Amended to remove repetitive language in this section as all concepts are already covered in these regulations.

**050.085** – **Shucked shellfish, packaging and identification-** Amended to clarify packaged labeling requirements for shucked shellfish.

**050.110** – **Shellstock, maintaining identification-** Amended to add requirement to record the date the last shellstock from the container is sold on the tag.

**050.115** – **Preventing contamination from hands-** Amended to clarify that Subsection B does not apply where a ready-to-eat food is added as an ingredient to another food that does not contain a raw animal food and the combined product will be heated to at least 145°F (63°C).

**050.130** – **Preventing contamination from food for personal use-** Amended to add new subparagraph to indicate separating raw animal foods during storage, preparation, holding and display from fruits and vegetables before they are washed and re-designated existing subparagraph to be consistent with FDA Food Code.

**050.165** – **Food contact with equipment and utensils**- Amended to clarify that food may contact surfaces of linens and napkins as specified in Section 050.175.

**050.195** – **Refilling returnable containers-** Amended to relocate the requirement regarding the cleaning of returnables into this section from Section 060.415. Amended to clarify conditions under which the reuse of returnables are permitted. Amended to establish conditions under which refilling of returnable take-home containers is permitted.

**050.220** – **Food display** - Amended to remove specific proscriptive requirements as concepts are already covered in the regulations.

**050.225** – **Condiments, protection** - Amended to remove Subsection C as this concept is already covered in these regulations.

**050.245** – **Cooking raw animal foods** - Amended to include the term intact meat. Amended to reflect new cooking time in seconds for ratites, mechanically tenderized and injected meats, comminuted fish, comminuted meat, and comminuted game animals commercially raised for food or under voluntary inspection, and raw eggs that are not prepared to a consumer's order from 15 seconds to 17 seconds. Amended to reflect new cooking time for poultry, baluts, wild game animals, stuffed foods or stuffing containing fish, meat, poultry or ratites from 15 seconds to <1 second (instantaneous). Amended to reorder Subsection B.

**050.255** – **Plant food cooking for hot holding** - Amended to delete the phrase "fruits and vegetables" and replace it with the term "plant foods".

**050.260** – **Parasite destruction** -Amended to clarify that scallop products consisting solely of the shucked adductor muscle and fish eggs that have been removed from the skein are excluded from the requirements for parasite destruction.

**050.275** –**Reheating for hot holding** - Amended to remove Subsection F. If equipment meets construction requirements and can re-heat food within the time/temperature requirements, there is no need to restrict the type of equipment used for re-heating.

**050.280 – Treating juice -** Amended to clarify labeling requirements for juice packaged in a food establishment.

**050.310 – Time/temperature control for safety food, hot and cold holding -** Amended to add allowance for food in the homogenous form to be held outside temperature requirements as long its aseptically packaged per Section 060.130(E).

**050.320 – Ready-to-eat, time/temperature control for safety food, date marking -** Amended to add clarification to date marking requirements including paragraph headers. Amended to exempts raw, live in-shell molluscan shellfish from date marking.

**050.330 – Time as a public health control -** Amended to add paragraph headers, add cross-references and clarify language.

**050.340** – **Reduced oxygen packaging without a waiver criteria-** Amended title to clarify reduced oxygen packing without a waiver criteria. Amended to include specific cross-references and exceptions. Amended to include Subsection 7 – requirement for Health Authority approval prior to implementation. Amended to include a "keep frozen" label on all ROP fish.

**050.350 – Food labels -** Amended to re-order section and remove repetitive language.

**050.375 – Pasteurized foods, prohibited reservice, and prohibited food -** Amended to add cross-references and paragraph headers for clarification.

#### Chapter 060: EQUIPMENT, UTENSILS AND LINENS

**060.115** – **Pressure measuring devices, mechanical warewashing equipment** - Amended to remove specific proscriptive language for ware washing pressure measuring device and replaced with the allowance to use manufacturer's specifications.

**060.130 – Dispensing equipment, protection of equipment and food** - Amended to add Subsection E for the allowance for homogenous foods to be stored out of temperature as long as the specific construction requirements in this subsection are met.

**060.147** – **Condenser unit, separation** - Amended to add new section for keeping condenser separate from food during storage.

**060.205 – Food equipment, certification and classification -** Amended to remove Subsection B and C which outlines exceptions to the requirements in the Food Code.

**060.215 – Manual warewashing, sink compartment requirements** - Amended to remove Subsection F which outlines exceptions to requirements not allowed in the Food Code.

**060.245 – Temperature measuring devices, manual and mechanical warewashing** - Amended to redesignate the existing Subsection into A and new B to require the availability of irreversible registering temperature indicators

**060.252** – **Cleaning agents and sanitizers, availability** - Amended to add new section, to require that equipment and utensil cleaning agents and sanitizers be provided and readily accessible for use.

**060.255** – Equipment, clothes washers and dryers, and storage cabinets, contamination prevention - Amended to allow the storage of linens or sing-use articles in a cabinet located in a locker room.

**060.325 – Mechanical warewashing equipment, sanitization pressure -** Amended to add more descriptive language for sanitization pressure requirements.

**060.330 – Manual and mechanical warewashing equipment, chemical sanitization, temperature, pH, concentration, and hardness** - Amended to add chlorine concentration ranges and changed "Minimum Concentration" to "Concentration Range" in the chart. Amended lead-in paragraph to change "exposure times" to "contact times" and "manufacturer's label use instruction or directions" to "EPA-registered

label use instructions" to harmonize with EPA terminology. Amended to change the minimum temperature requirement for an iodine solution from "75°F (24°C)" to "68°F (20°C) to be consistent with EPA iodophor registration protocols. Amended to add section for chemical sanitizer generated onsite.

**060.370** - **Equipment food-contact surfaces and utensils** - Amended Section 060.370(B) to change the cleaning and sanitizing frequency for food contact surfaces or utensils that are in contact with a raw animal food that is a major food allergen such as fish, followed by other types of raw animal foods. With this change, the exception to existing subparagraph (A)(1) found in  $\P(B)$  now applies only to raw meat and poultry.

**060.415 – Returnables , cleaning for refilling-** Amended to remove as language was incorporated in Section 050.195.

060.430 - Hot water and chemical - Amended to change "exposure time" to "contact time."

060.475 –Equipment; reassembling - Amended to add more descriptive language to the section title.

**060.500** - **Preset tableware** – Amend to revise text regarding preset tableware to clarify under what circumstances preset tableware may be exposed and not protected from contamination by wrapping, covering, or inverting

#### Chapter 070: WATER, PLUMBING AND WASTE

**070.005 – Approved system** – Amended to change title from "Potable water" to "Approved system," removed language not referencing source. With this change, this section provided clarification on water source while other requirements for water such as water capacity and pressure are covered in Sections **070.012 and 070.013** respectively.

**070.008 – System flushing and disinfection** - Amended to add new section for the requirement to flush and disinfect a water system after interruption or potential for contamination.

**070.011** – **Nondrinking water** - Amended to add new section for non-drinking water to be used only for non-culinary purposes.

070.012 – Capacity - Amended to add new section on water capacity requirements.

070.013 – Pressure - Amended to add new section on water pressure requirements

**070.014 – Distribution, delivery, and retention system** - Amended to add new section on water delivery methods.

**070.015** – **Alternative water supply** - Amended to remove Subsection B. The ability for a food establishment to provide a written plan for emergency operations such as instances where water service is interrupted is provided for in new section (230.005).

**070.020 – Plumbing system -** Amended title for clarification.

**070.025 – Cleanable fixtures -** Amended to remove prohibition of trough-type urinals. Revised language to be consistent with FDA Food Code.

**070.030** – **Handwashing sink, installation** - Amended to remove repetitive language in Subsection D as requirement to keep fixtures clean is already covered in Section 080.165. Revised language to be consistent with the FDA Food Code.

**070.032** – **Backflow prevention, air gap** - Amended to add new section on backflow, air gap. Previously addressed in deleted section 070.040.

**070.033** – **Backflow prevention device, design standard** - Amended to add new section on backflow prevention device design standards. Previously addressed in deleted section 070.040.

**070.035** – Handwashing sink: use, operation and maintenance - Amended to add new subsection for handwashing sink accessibility and new subsection to require automated handwashing sinks be used per manufactures instructions. Removed Subsection A as handwash cleanser availably is addressed in new Section 080.096. Removed Subsection B as handwash sink signage is addressed in new Section 080.099.

**070.040** – **Systems for potable and non-potable water; backflow prevention** - Amended to move crossconnection language from Subsection A to new Section 070.062(A). Amended to move Subsection B non-drinking water use language to new Section 070.011 and piping identification language to new Section 070.062(B). Amended to move language from Subsection C to new Sections 070.056 and 070.032. Amended to move Subsection D to new Section 070.059. Amended to move Subsection E to new Section 070.063. Amended to move Subsection F to new Section 070.057(A). Amended to move Subsection G to new Section 070.057(B). Amended to move Subsection H to new Section 070.062(B).

**070.045 – Conditioning device, location and design** - Amended to add clarifying language to section title.

**070.047 Handwashing sinks numbers and capacities** - Amended to add new Subsection A to replace deleted Subsection 080.115(A). Amended to add new Subsection B for the allowance of automatic handwashing sinks. Amended to add new Subsection C for the use of chemical treated towelettes in limited types of operations and with Health District approval.

**070.050** – **Toilets and urinals** - Amended language in to be consistent with FDA Food. Added new Subsection B to replace Subsection C. Amended to remove repetitive language in Subsection B– G as these items are covered in other areas within these regulations.

070.055 Mop sink - Amended to language to be consistent with FDA Food Code terminology.

**070.056 Backflow prevention device, when required** - Amended to add new section on backflow prevention device requirements.

**070.057 Backflow prevention device, carbonator** - Amended to add new section on backflow prevention device for carbonators.

**070.058 Handwashing sinks, location and placement** – Amended to add new section on handwashing sink locations.

**070.059 Backflow prevention device, location** – Amended to add new section on backflow device location.

**070.062 Prohibiting a cross-connection** – Amended to add new section on prohibiting cross-connections.

**070.063 Scheduling inspection and service for a water system device** – Amended to add new section on inspection and service for water system device.

**070.064 System maintained in good repair** – Amended to add new section on plumbing system maintenance and repair.

070.065 Drains – Amended to remove repetitive language add cross-reference.

070.080 Conveying sewage – Amended to add new section on conveying sewage.

**070.080 Grease interceptors** – Amended to remove repetitive language covered in Section 070.065.

**070.085 Disposal of sewage** – Amended to remove repetitive language covered in Section 070.065 and 070.087.

**070.085 Flushing a waste retention tank** – Amended to add new section for flushing waste retention tanks.

070.087 Approved sewage disposal system – Amended to add new section on sewage disposal.

**070.089 Other liquid wastes and rainwater** – Amended to add new section on other liquid waste and rainwater disposal.

**070.095 Outdoor storage surface** – Amended to remove drain install requirements as sewer install and maintenance is regulated by other agencies.

**070.100 Outdoor storage area, construction requirements when drain required** - Amended to remove drain install requirements as sewer install and maintenance is regulated by other agencies.

**070.112 Outside receptacles** – Amended to add requirement for tight-fitting lids on outdoor receptacles.

**070.115 Storage areas, rooms, and receptacles, capacity and availability** – Amended to add Subsection C for requirement to have receptacles at handwashing sinks.

**070.120 - Toilet room receptacle, covered** – Amended to remove requirement for covered receptacle to be located inside the stall for sanitary napkins.

**070.137** - Areas, enclosures, and receptacles, good repair – Amended to add section for requirement to keep storage areas for receptacles in good repair.

**070.170** - Storing refuse, recyclables and returnables, frequency – Amended to add clarification to the section title.

070.175 - Receptacles or vehicles – Amended to add section on refuse removal requirements.

**070.180** - **Community or individual facility** – Amended to add section on requirement on proper disposal of solid waste not disposed of through the sewage system.

#### **Chapter 080: PHYSICAL FACILITIES**

**080.010 Outdoor surface characteristics** – Amended to add clarifying language and cross-references.

**080.015** - **Shelves** – Amended to remove repetitive language as indoor surface characteristics are already addressed in Section 080.005 and 080.050.

**080.045** - Wall and ceiling coverings and coatings – Amended to remove repetitive language already addressed in Subsections A and B.

**080.050** - Walls and ceilings, attachments – Amended to add Subsection B to allow for exception to ceiling attachments when located in consumer areas.

080.065 - Ceilings, minimum height - Amended to remove ceiling height requirements.

**080.075** - **Devices to electrocute flying insects** – Amended to update requirements to electrocute flying insects per the FDA Food Code.

**080.080 - Toilet rooms, enclosed** – Amended to revise language to be consistent with FDA Food Code.

**080.085** - **Outer openings, protected** – Amended to add exception to requirement for out openings to be protected.

**080.092 - Outdoor refuse areas, curbed and graded to drain** – Amended to add requirement for outdoor refuse areas to be curbed and graded to drain.

**080.093 - Private homes and living or sleeping quarters, use prohibition** – Amended to add requirement to add requirement for prohibiting food establishment operations in private living or sleeping quarters.

**080.094** - Living or sleeping quarters, separation – Amended to add requirement for private living and sleeping quarters to be separated from food establishment operations.

**080.095 - Private homes, and living or sleeping quarters, prohibitions** – Amended to remove repetitive language in title addressed in new sections 080.093 and

**080.095 - Private homes, prohibitions** - Amended to remove exceptions to use private bathrooms in a food establishment.

**080.096** - Handwashing cleanser, availability – Amended to add new section for handwashing cleanser availability previously addressed in deleted Section 070.035.

**080.097** - Hand drying provision – Amended to add new section for hand drying provisions previously addressed in deleted Section 080.115(E).

**080.098 - Handwashing aids and devices, use restrictions** – Amended to add new section for restrictions on handwashing aide and devices.

**080.099** - **Disposable towels, waste receptacle** – Amended to add new section for requirement to have receptacle available for disposal of towels at handwashing stations previously addressed in deleted Section 080.115(F).

**080.110 - Dressing areas and lockers, designation** – Amended to add clarifying language to section title. Amended to remove medications from storage in employee lockers as this is already addressed in Section 100.070.

**080.115** - Handwashing sinks, location and placement – Amended to remove as new Sections 070.047, 070.058, 080.097, and 080.099 addresses these requirements.

**080.160** - **Absorbent materials on floors, limitations** – Amended to remove proscriptive language for the use of sawdust in a butcher shop.

**080.180** - **Controlling pests** – Amended to add the requirement for food establishments to be maintained free of insects and pests and add cross-reference.

**080.200** Animals on premises prohibited, exceptions – Amended to remove sentry dog language. Amended to add new section to allow pets in common dining areas of institutional care facilities under certain circumstances.

080.205 - Ornamental attractions of water - Amended to remove section.

#### **Chapter 090: PLAN REVIEW**

**090.015** - **Plan review, food processing establishment** – Amended to remove reference to food processing establishment as this chapter was deleted.

**Chapter 100: POISONOUS OR TOXIC MATERIALS** 

**100.025** - **Conditions of use** – Amended to re-order section for consistency with FDA Food Code language and add new section for additional conditions for toxic or poisons chemical use.

100.035 - Chemical sanitizers, criteria – Amended to add CFR reference for chemical sanitizer criteria.

**100.040** - Chemicals for washing fruits and vegetables, criteria – Amended to clarify criteria for treatment, storage and processing of fruits and vegetables with chemicals. Amended to remove specific reference to Ozone as the requirement is covered in new Subsection A.

#### Chapter 110: HACCP AND OPERATIONAL PLANS

**110.005** - When a HACCP plan is required – Amended to remove repetitive language in Subsection B as the requirement to submit a HACCP plan for reduced oxygen packaging is addressed in 050.340(B).

**110.010** - **Contents of a HACCP Plan** – Amended to re-ordered language for contents of a HACCP plan to be consistent with FDA Food Code language.

**110.015** - **Confidentiality, trade secrets, HACCP plans** – Amended to add section for the requirement for the Health Authority to keep proprietary information confidential.

#### 110.020 - Conducting food processing operations without an approved HACCP plan prohibited -

Amended to remove requirement for food pressing operations to have an approved HACCP plan. Instances for the requirement to submit an approved HACCP plan are already outlined in these regulations. The review and approval of food processing establishments operating under a HACCP plan is regulated by FDA and State of Nevada.

**110.030** - **Operational plans, when required** – Amended to add specific activities requiring an operational plan.

**110.035** - **HACCP** and operational plans, not transferable – Amended to add HACCP plans as not transferable from permit holder to permit holder.

#### **Chapter 120: BARBECUES**

**120.005** - **Barbecue**, **applicable requirements** – Amended to add new subsection for the requirement to have a supporting permitted food establishment that can support barbeque operations.

**120.010 - Barbecue, operational plan required** – Amended to clarify the contents of an operational plan for a barbeque operation.

**120.015** - **Barbecue**, **construction of equipment**, **operation**, **location**, **cleaning** – Amended to remove repetitive language already addressed in these regulations and remove proscriptive language regarding the construction of a barbeque operation. Amended to require cooking equipment be located in areas approved by fire authorities and any other entity having regulatory authority.

**120.020** - Barbecue, protection from contamination, construction and maintenance of surfaces – Amended to remove repetitive language already addressed in these regulations.

**120.025** - Barbecue, preparation and service of food, attendance by employee required, presence of customers within certain distances prohibited – Amended to update barbeque segregation distance

from the public to reflect the distance in the *Outdoor Cooking Guidance for Plan Review 2014* document developed by the Conference for Food Protection.

**120.030** Barbecue, approval of location, factors for consideration – Amended to remove repetitive language already addressed in these regulations.

**Chapter 130**: **BED AND BREAKFAST FACILITIES** - Amended to delete chapter. Food establishments located in a Bed and Breakfast must comply with these regulations and specific exemption requirements are already outlined in Section 020.050(C).

**Chapter 180**: FOOD PROCESSING ESTABLISHMENTS- Amended to delete chapter. Food processing establishments are included in the definition of a food establishment and are subject to the requirements in these regulations. Specific requirements for food processing establishments outside of these regulations are regulated by the FDA and the State of Nevada.

Chapter 190: MOBILE UNITS, PORTABLE UNITS FOR SERVICE OF FOOD, AND SERVICING AREAS

**190.020** - **Mobile unit and portable unit for service of food, operation at special event** – Amended to exempt mobile or portable units from the requirement to obtain a temporary food permit when returning to a servicing area is not possible if approved by the Health Authority.

**190.025** - **Mobile unit and portable unit for service of food, plan review** – Amended to include existing mobile units to submit plans at the time of permitting. Amended to replace the term "plot plan" with "construction plan." Amended to remove repetitive language already addressed in these regulations.

**190.040** - Mobile unit and portable unit for service of food, handwashing and toilet facilities – Amended to replace the term "separate" with "dedicated" handwashing sinks. Amended to correct cross-reference. Amended to add requirement for portable units or mobile units with onboard toilets to have isolated waste systems.

**190.060** - **Mobile unit and portable unit for service of food, liquid waste retention and disposal** – Amended to add the allowance for readily removable and easily handled liquid waste storage tanks.

**190.085** - **Servicing area, approval and operation** – Amended to replace the term "written agreement" to "authorization" regarding servicing areas.

**190.105** - **Mobile unit, food and food preparation** – Amended to remove repetitive language already covered in these regulations. Amended to add an exemption from the requirement to prepare time/temperature control for safety food daily for service that day if approved by the Health Authority. Amended to add an exemption from the prohibition of cooling time/temperature control for safety food if approved by the Health Authority.

**190.110 Mobile unit, water supply** – Amended language to be consistent with the FDA Food Code. Amended to add new Subsection K to require cease in operations if fresh water or wastewater capacity runs out. **190.115** - **Mobile unit, construction requirements** – Amended to clarify that mobile units and portable units must comply with construction requirements already addressed in these regulations and removed repetitive language already covered in these regulations.

**190.120 - Portable unit for service of food, menu restriction by type of unit** – Amended to remove deleted terms "indoor food service carts," "outdoor/indoor food service carts" and "pushcarts." Amended to allow the service of certain foods if the unit is designed, constructed and approved by the Health Authority.

**190.125** - **Portable unit for service of food, operational restrictions** – Amended to add clarifying language to section title. Amended to remove repetitive language already addressed in Section 190.120. Amended to allow the service of consumer ice on golf-cart style food units if certain construction requirements are met.

**190.130** - **Portable unit for service of food, water supply** – Amended to remove deleted term "foodservice trailer" and replace with "portable unit for service of food." Amended to re-ordered language regarding backflow prevention and filler hose identification to be consistent with FDA Food Code language.

**190.140** - **Portable unit for service of food, operation on pool decks** – Amended to remove Subsection G for the requirement to submit an operational plan for portable units on pool decks.

Chapter 200 – Outdoor Food Establishments

**200.025 Outdoor food establishment, general construction requirements** – Amended to remove repetitive construction requirements already addressed in these regulations as Outdoor Food Establishments are subject to all construction requirements unless otherwise noted. Amended to add cross-references. Amended to add requirement for overhead protection of food cooking and holding equipment. Amended to remove proscriptive language for barriers from equipment.

**200.030 - Outdoor food establishment, location** – Amended to remove proscriptive language for location of Outdoor Food Establishment. Amended to require mechanical ventilation for enclosed areas. Amended to remove specific requirements regulated by other agencies. Amended to require cooking equipment be located in areas approved by fire authorities and any other entity having regulatory authority. Amended to add new Subsection D for the requirement for the Outdoor Food Establishment to be located where proper drainage is provided.

**200.035** - **Outdoor food establishment, operational plan required** – Amended to remove the requirement to submit a HACCP plan if required by the Health Authority.

**200.040** - **Outdoor food establishments, food** – Amended to remove repetitive language already addressed in these regulations. Amended to add the prohibition of cooling time/temperature control for safety food unless approved by the Health Authority. Amended to remove prohibition of basting and seasoning of food and condiment storage and service.

#### **Chapter 220: VENDING MACHINE OPERATIONS**

**220.020** - Vending machines, doors and openings – Amended language to be consistent with FDA Food Code language for vending machine construction requirements.

**220.022** - Vending machines, vending stage closure – Amended to add new section for vending machine dispensing compartment requirements.

**220.027** - Vending machines, liquid waste products – Amended to add new section for vending machine liquid waste product requirements.

**220.032** - Vending machines, receptacles inside of – Amended to prohibit refuse receptacles within vending machines under certain circumstances.

**220.040** - Vending machines, time/temperature control for safety food – Amended language to be consistent with the FDA Food Code language for vending machines dispensing time/temperature control for safety food.

**220.045** - Vending machines, containers for storage of food – Amended to remove repetitive language already addressed in these regulations.

**220.050 - Vending machines, receipt and removal of bulk food** - Amended to remove repetitive language already addressed in these regulations.

**220.055** - Vending machines, quality and supply of water - Amended to remove repetitive language already addressed in these regulations.

**220.060 - Vending machines, materials** - Amended to remove repetitive language already addressed in these regulations.

#### Chapter 230: MISCELLANEOUS PROVISIONS

**230.005** - **Emergencies** – Amended to add allowance for food establishments to continue operations during periods of extended interruptions of electrical or water service if a written emergency operating plan is approved by the Health Authority, immediate corrective actions are taken to eliminate, prevent or remove food safety risks associated with the interruption, and the Health Authority is notified when the plan is implemented. Guidance for emergency operational plans can be found in the *Emergency Action Plan for Retail Food Establishments* document developed by the Conference for Food Protection.

**230.015** - No smoking signs – Amended to remove section. No smoking sign addresses in new Subsection 030.065(C) 1-2.

#### Chapter 240: COMPLIANCE AND ENFORCEMENT

**240.055** - **Sampling and testing** – Amended to remove language regarding burden of cost associated with sampling and testing.

**240.100** – **Hearing conducted by the Food Protection Hearing and Advisory Board** - Amended to remove proscriptive language regarding time and place for Food Protection Hearing and Advisory Board meetings.

**240.105** - Hearings, appeals – Amended to change authority on appeal final decision making from the District Health Officer to the District Board of Health.

**240.110 – Hearings, variances: conditions for approval, documentation, and justification -** Amended to clarify the process for variance hearings including conditions for approval, documentation and justification.

**240.115** - Variances or waivers, conditions for approval documentation and justification – Amended to clarify the process for the Health Authority to grant waivers including conditions for approval, documentation, and justification.



P.O. Box 11130 Reno, NV 89520

775.328.3200 Washoe county.us/da

**Christopher J. Hicks** District Attorney

## STAFF REPORT BOARD MEETING DATE: June 27, 2019

**TO:** District Board of Health

**FROM:** Leslie H. Admirand, Deputy District Attorney 775-337-5714, Ladmirand@da.washoecounty.us

**SUBJECT:** Review, discussion and direction to staff regarding the provisions of the Interlocal Agreement (ILA) entered into by the Cities of Reno and Sparks and Washoe County for the creation of the Health District. Take action to accept the ILA in its current form *or* direct staff to forward any recommendations for possible amendments to Reno, Sparks and Washoe County.

## **SUMMARY**

Section 7(c) of the Interlocal Agreement requires annual review of the Agreement by the Board and that recommendations for possible amendments may be made to Reno, Sparks and Washoe County.

## District Health Strategic Priority supported by this item:

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

## BACKGROUND

On November 27, 1972, the governing bodies of the Cities of Reno and Sparks and the County of Washoe formed the Washoe County Health District by adopting an Interlocal Agreement in conformance with the provisions of NRS 439.

The Interlocal Agreement was amended in August of 1986 to delegate to the Health District the powers granted to the Cities and County to displace or limit competition in the grant of any franchise for ambulance services.

The Interlocal Agreement was further amended in August of 1993 after a legislative revision to the composition of the Board of Health pursuant to NRS 439.390. The revision required the seventh member of the board, the member appointed by the other six, to be a physician.

There have been no further amendments to the Agreement.

This item will be calendared for review annually.

## FISCAL IMPACT

There are no fiscal impacts for the Board's review of the Interlocal Agreement.

## **RECOMMENDATION**

Staff recommends the District Board of Health review, discuss and provide direction to staff regarding the provisions of the Interlocal Agreement entered into by the Cities of Reno and Sparks and Washoe County for the creation of the Health District. Staff further recommends the Board take action to accept the ILA in its current form *or* direct staff to forward any recommendations as discussed for possible amendments to Reno, Sparks and Washoe County.

## POSSIBLE MOTION

Should the Board agree with staff's recommendation, a possible motion would be "Move to accept the ILA in its current form *or* direct staff to forward any recommendations as discussed for possible amendments to Reno, Sparks and Washoe County."

## 1101865

AMENDMENT OF INTERLOCAL AGREEMENT CONCERNING THE WASHOE COUNTY HEALTH DISTRICT

WHEREAS, the Washoe County Health District has heretofore been established with a District Health Department including a District Health Officer and a District Board of Health, composed of representatives appointed by the governing bodies of the cities of Reno and Sparks and Washoe County, together with one member appointed by the members of the Board of Health, all in accordance with Chapter 439 of Nevada Revised Statutes and an Interlocal Agreement adopted as of November 27, 1972, by those governing bodies; and

WHEREAS, the District Board of Health of the Washoe County Health District has exercised, since its creation, all the powers, duties and authority of a District Board of Health pursuant to Chapter 439 of the Nevada Revised Statutes; and

WHEREAS, it is the desire of the District Board of Health that certain revisions be made to the Interlocal Agreement by which the Board and the Department were created;

NOW, THEREFORE, the Interlocal Agreement Concerning the Washoe County Health District is hereby amended to read as follows:

> INTERLOCAL AGREEMENT CONCERNING THE WASHOE COUNTY DISTRICT HEALTH DEPARTMENT

SECTION 1. Definitions.

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A. As used in this agreement, unless the context otherwise requires:

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i. "Board" means the Washoe County District Board of

Health.

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"Chairman" means the chairman of the Board. 2.

"County" means Washoe County, a political 3. subdivision of the State of Nevada.

4. "Department" means the Washoe County District Health · Department.

"Health Officer" means the health officer of the 5. Washoe County Health District.

6. "Reno" means the City of Reno, Nevada.

7. "Sparks" means the City of Sparks, Nevada.

B. Except as otherwise expressly provided in this agreement or required by the context:

1. The masculine gender includes the feminine and neuter genders.

2. The singular number includes the plural number, and

the plural includes the singular.

3. The present tense includes the future tense.

The use of a masculine noun or pronoun in conferring a benefit or imposing a duty does not exclude a female person from that benefit or duty. The use of a feminine noun or pronoun in conferring a benefit or imposing a duty does not exclude a male person from that benefit or duty.

SECTION 2. District Board of Health; Creation; composition.

A. The Washoe County District Board of Health, consisting of seven members appointed by Reno, Sparks and the County is hereby created.

B. Two members of the Board shall be appointed by the Reno Council only one of whom shall be an elected member of the governing body.

C. Two members of the Board shall be appointed by the Sparks Council only one of whom shall be an elected member of the governing body.

D. Two members of the Board shall be appointed by the Board of County Commissioners. One of those members shall be a physician licensed to practice medicine in this State and the other shall be an elected member of the governing body.

E. The remaining member of the Board shall be appointed by the other members of the Board at their organizational meeting. If the members of the Board appointed by Reno, Sparks and the County fail to choose the additional member within 30 days after January 1, 1979 or within 30 days after the term of the additional member becomes vacant or expires, that member shall be appointed by the State Health Officer.

F. Except as provided in subsection J, below, members of the Board shall serve four year terms commencing January 1, 1979. Each member may be reappointed in the same manner as their original appointment to serve not more than two additional terms. Upon the expiration of this term of office, a member shall continue to serve until his successor is appointed and qualifies.

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G. Not later than January 31, 1979, the Board shall meet and conduct an organizational meeting. At that meeting, the Board shall select a chairman and vice-chairman from among its members and may appoint such officers from among its members as it deems necessary to assist it in carrying out its prescribed duties. The chairman and vice-chairman shall serve two years and until their successors are appointed by the Board and qualify.

H. Except as otherwise provided in this Agreement or by law, a majority of the Board constitutes a quorum for the conduct of business and a majority vote of the quorum is necessary to act on any matter.

I. If a vacancy occurs on the Board, the entity which appointed the member whose position is vacated shall appoint a person to fill the remainder of that member's unexpired term. At the end of that term, the appointee may be reappointed to serve not more than two additional terms.

J. When a person appointed to the Board as a member of the governing body of Reno, Sparks or the County no longer qualifies to serve as a member of that governing body, his term of office on the Board expires and a vacancy automatically occurs. That vacancy shall be filled in the same manner specified in subsection I, above.

K. If the boundaries of the Health District are enlarged to include any additional political subdivision of the State of Nevada, or if any additional political subdivison is created within the District's boundaries, the political subdivision, upon request, may become a party to this agreement. In that event, the number of members on the Board shall be increased by appointment of two persons by the political subdivision, only one of whom shall be an elected member of the governing body of that political subdivision, and this agreement shall apply in all particulars to the new party thereto.

L. The Board may adopt procedural rules for the organization of its meetings and may adopt any other operational or procedural rules and guidelines to carry out their assigned functions and duties in an efficient and orderly manner. Such operational or procedural rules and guidelines must be consistent with the other terms of this agreement.

SECTION 3. Board of Health; Jurisdiction; powers; duties.

A. The Board, through the Department, has jurisdiction over all public health matters in the Health District. As used

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in this subsection, "Health District" means the Washoe County Health District with boundaries conterminous with the boundaries of the County and as those boundaries may be amended from time to time.

B. The Board may exercise all powers conferred on such boards by the Nevada Revised Statues, regulations and other laws.

C. The Board shall perform, or cause to be performed through the Department, all duties prescribed by Nevada Revised Statutes, regulations and other laws.

D. The Board of Health may exercise the power granted to the cities of Reno and Sparks regarding ambulance services specifically set forth in NRS 268.081 and NRS 268.083 and may exercise the power granted to Washoe County regarding ambulance services specifically set forth in NRS 244.187 and NRS 244.188. In that regard, the District Board of Health may displace or limit competition in the grant of any franchise for ambulance service.

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E. The Board of County Commissioners shall assist the Board by providing the administrative procedures by which the Board, through the Department, shall exercise the powers and perform the duties specified in Subsections B, C and D of this section. However, the Councils of Reno and Sparks and the Board of County Commissioners recognize and agree that ultimate responsibility for establishing policies and procedures relating to public health programs rests solely with the Board.

SECTION 4. Preparation of annual budget; accounting for funds of District Health Department; supervision of District Health Department.

A. A proposed annual budget for the Department including estimates of revenues to be derived from service

charges, permits, donations, contracts, grants and any other sources other than local tax resources for the budget period as well as planned operating expenditures shall be prepared by the Health Officer or his designee prior to the start of the fiscal year for which that budget is prepared and in accordance with the budget preparation time frame established by the County. Copies of the proposed budget shall be transmitted to the City Managers of Reno and Sparks and to the County Manager for their review or a review by their designated representatives.

B. Prior to the adoption of a final budget by the Board of County Commissioners, the Board shall review the proposed annual budget for the Department. Comments received from the City Managers of Reno and Sparks and the County Manager shall be presented to the Board for consideration as part of that budget review. The Board will approve a tentative budget for the Department and transmit that budget, in a format designated by the County, to the County for action by the Board of County Commissioners and inclusion within the County budget documents, being separately designated a special revenue fund known as the Health Fund in accordance with the Local Government Budget Act.

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C. The Board of County Commissioners shall allocate the local tax resources and approve a final budget for the Department using the same policies and procedures that are used to allocate and approve budgets for County Departments. However, the allocation shall not be determined on the basis of the public health policies, procedures or programs established by the Board pursuant to Subsection E of Section 3 of this Agreement. The Board of County Commissioners shall notify the Board of the total amount of the allocation for each fiscal year. The Board shall be responsible for carrying out the public health goals, objectives and priorities established for the Department within the limits of that finel budget as approved by the Board of County Commissioners.

Once the budget for the Department has been D. included within the final approved budget for the County and filed with the State in accordance with applicable law, it cannot , be reduced, increased or otherwise altered by the County without the approval of the Councils of Reno and Sparks except under the (1) Should it become circumstances hereinafter described. necessary to increase the budget as a result of salary and/or benefit increases negotiated with recognized employee associations of the County in effect now and in the future, the budget for the Department will be increased by that necessary amount through appropriation of local tax resources by the County in the same manner as County Department budgets are increased as a result of those negotiations and in accordance with the provisions of the Local Government Budget Act. 2) Any nonlocal funds made available to the Department from such sources as the State or Federal government, foundations or through donations may be added to the final approved budget upon approval by the Board and through action of the Board of County Commissioners in accordance with the provisions of the Local Government Budget Act and consistent with County policy or ordinance on budget Any proposed decrease by the County in the amendments. unappropriated fund balance of the Health Fund will be brought to the notice of the Board who may make comment to the County regarding the proposed action.

E. The Health Officer or his designee shall keep a proper accounting for all expenses incurred and revenues received in the operation of the Department.

F. No obligation may be incurred or payment made in the operation of the Department except by the approval of the Health Officer or his designee. Approved claims shall be submitted to the Office of the County Comptroller who shall execute payment of such approved claims.

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G. The County Treasurer's Office is hereby designated as the office to and from which funds of the Department shall be deposited or disbursed.

H. The County Purchasing Department is hereby designated as the office through which the Board shall exercise its authority under the Local Government Purchasing Act.

I. The Board shall establish a policy for supervision of all public health programs of the Department.

J. The Board may authorize new public health programs upon the recommendation of the Health Officer or his designee provided sufficient funds are available to carry out such programs at the time they are authorized.

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K. In the event that grant, donation, contract or foundation funds for a specific program are terminated, that program will also be terminated, including its personnel, unless it is determined by the Board that continuation of the program is necessary and sufficient local tax resources are appropriated by the Board of County Commissioners for the program.

L. If insufficient funds are available to maintain a program and it becomes necessary to restrict or eliminate the program, the Board shall notify the City Managers of Reno and Sparks and the County Manager of the proposed restriction or elimination.

M. If an external fiscal audit of a grant or contract funded program requires a fiscal adjustment in the benefit of the contractor or grantor, such fiscal adjustment will be made within the existing appropriations of the Department.

SECTION 5. Health Officer; position created; appointment; qualifications; powers; duties and authority.

A. There is hereby created the position of Health Officer of the Washoe County Health District.

B. The Health Officer shall be appointed, and may only be removed, by a majority vote of the total membership of the Board. The Health Officer shall hold his position and serve at the pleasure of the Board. He shall reside within the boundaries of the Washoe County Health District.

C. The Board may only appoint as Health Officer a person who possesses the qualifications set forth by law for that position.

D. The salary of the Health Officer shall be established and approved in the manner specified in Chapter 439 of the Nevada Revised Statutes.

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E. The Health Officer is empowered to appoint such deputies and delegate such authority as he deems necessary to carry out the authorized health programs of the Washoe County Health District and those deputies shall receive such compensation for the classification designated as provided in the approved salary schedule of the County and as adopted by the Board of County Commissioners; provided sufficient funds are available in the approved annual budget of the Department. In addition, the Health Officer shall comply with the provisions of Section 6 below in making any such appointment to the staff of the Department.

F. The Health Officer shall be responsible to the Board for the proper administration of the Department in areas not directly subject to the supervision and control of the Board as set forth above.

G. The Health Officer and his deputies shall maintain complete records concerning public health programs provided by the Department.

H. The Health Officer, upon request, shall provide to the City Managers of Reno and Sparks, the County Manager and to any member of the Board a copy of any report or record of any activity of the Department.

I. The Health Officer shall cooperate with the State Board of Health, State Health Division and Federal agencies in all matters affecting public health. He shall make such reports and provide such information as the State Board, State Health Division and Federal agencies require.

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J. The Health Officer shall designate a person to act in his stead during his temporary absence from the District or during his temporary disability. The Health Officer shall make such designation by letter to the Chairman of the Board, to the staff of the Department, to the City Managers of Reno and Sparks and the County Manager. The person so designated shall occupy the position of "Acting Health Officer" during the Health Officer's absence or disability. If necessary, the Health officer shall also designate a physician licensed to practice medicine in this state to act as a consultant on all medical matters with which the Department is involved. If the Health officer fails to make the designation or designations required by this subsection, the Board may do so by resolution.

K. If the position of Health Officer becomes vacant, an Acting Health Officer shall be appointed by the Board to fill the position until the Board appoints a new Health Officer.

L. No member of the Board may be appointed as Health Officer or Acting Health Officer.

SECTION 6. District Health Department of Washoe County Health District.

There is hereby established a District Health Department c of the Washoe County Health District, subject to the following provisions:

A. The Department shall be organized in the same manner as divisions, departments, agencies, offices, etc. of the County are organized for the purpose of providing a structure for the day-to-day execution of the public affairs of the Department.

B. The Department has jurisdiction over all public health matters arising within the Washoe County Health District and shall carry out all public health programs approved by the Board.

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C. All personnel matters in the Department shall be regulated by those ordinances applicable to County employees, except as otherwise provided herein.

D. The Health Officer or his designee shall employ qualified persons under the County's Merit Personnel Ordinance. Those persons shall receive the compensation specified for the classification designated in the approved salary schedule adopted by the Board of County Commissioners provided sufficient funds are available in the approved budget of the Department. The Health Officer or his designee may only select persons to fill authorized vacancies within the Department.

E. The Health Officer or his designee may take disciplinary action against any employee, including suspension or termination of any employee of the Department in accordance with any applicable provisions of County ordinances in effect now and in the future and any negotiated contracts with recognized employee associations in effect now and in the future.

F. The Department shall cooperate with the State Health Division and State Board of Health in carrying out all public health programs within the Washoe County Health District as permitted or required by the Nevada Revised Statutes and other laws.

SECTION 7. Term of agreement.

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A. Except as provided in subsection D, this agreement shall be in effect for a period of one year from January 1, 1979.

B. After the initial one-year term has expired, this agreement shall automatically be renewed for a one-year period on each anniversary date after December 31, 1979, unless either Reno, Sparks, or the County serves by certified mail on the other parties to this agreement a written notice of termination 15 days prior to the date of expiration (which shall coincide with each anniversary date of this agreement), in which event this agreement shall terminate on the day of expiration. As used herein, "the expiration date" or "day of expiration" means the last day of this agreement or the last day of any extended one-year period under the terms of this agreement. If no written notice of termination has been received by any party to this agreement from any other party to this agreement at the end of its initial term or at the end of any one-year renewal period after the initial term of this agreement has expired, it shall automatically be renewed for another one-year period and will continue in full force and effect during such renewal.

C. This agreement shall be reviewed annually by the Board, and recommendations for possible amendments may be made to Reno, Sparks and the County.

D. This agreement may be amended by mutual consent of the parties hereto not later than 90 days before its annual O renewal date.

E. Reno, Sparks or the County may terminate this agreement for cause, including the breach of any provision thereof, upon written notice to the other parties to this agreement. In that event, the agreement shall terminate 60 days after the parties have received the written notice of termination for cause.

SECTION 8. Property acquired by District Health Department.

A. All property acquired by the Department during the term of this agreement shall be subject to the jurisdiction and control of the Board through the Health Officer and the Department.

B. Upon termination of this agreement, all property acquired by or held in the name of the Department shall become the property of the County, except that any property purchased with Federal funds must be disposed of in accordance with Federal Grants Administration policies.

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IN WITNESS WHEREOF, the parties hereto have executed this amended agreement on the day and in the year appearing by the signatures below.

WASHOE COUNTY, by and through its Board of County Commissioners Вy Chairman 21. D/a te



County Clerk

CITY OF RENO, by and through its City Council Βу Mayor Date



ATTEST

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CITY OF SPARKS, by and through its City Council

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Clerk City

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AMENDMENT TO THE INTERLOCAL AGREEMENT CONCERNING THE WASHOE COUNTY DISTRICT HEALTH DEPARTMENT

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WHEREAS, the Washoe County Health District has been established with a District Health Department including a District Health Officer and a District Board of Health, composed of representatives appointed by the governing bodies of the cities of Reno and Sparks and Washoe County, together with one member appointed by the members of the Board of Health, all in accordance with Chapter 439 of the Nevada Revised Statutes, and pursuant to an Interlocal Agreement adopted as of November 27, 1972, by those governing bodies and amended from time to time; and

WHEREAS, the District Board of Health of the Washoe County Health District has exercised, since its creation, all the powers, duties and authority of a District Board of Health purusant to Chapter 439 of the Nevada Revised Statutes; and

WHEREAS, it is the desire of the District Board of Health and of the governing bodies of the cities of Reno and Sparks and Washoe County that certain revisions be made to the Interlocal Agreement by which the Board and the Department were created in order to comply with legislative amendments to Chapter 439 of the Nevada Revised Statutes;

NOW THEREFORE, Sections 2.D. and E. of the Interlocal Agreement Concerning the Washoe County Health District are hereby amended to read as follows:



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2. D. Two members of the Board shall be appointed by the Board of County Commissioners only one of whom shall be an elected member of the governing body.

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2. E. The remaining member of the Board shall be appointed by the other members of the Board at their organizational meeting. This member must be a physician licensed to practice medicine in this state. If the members of the Board appointed by Reno, Sparks and the County fail to choose the additional member within 30 days after January 1, 1979 or within 30 days after the term of the additional member becomes vacant or expires, that member shall be appointed by the State Health Officer.

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CITY OF SPARKS FFICE OF THE CITY CLERK

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IN WITNESS WHEREOF, the parties hereto have executed this Amendment on the day and in the year appearing by the signatures below.

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WASHOE COUNTY, by and through its Board of County Commissioners wal Ву Chai/rman Date ATTEST: Cler CITY OF RENO, by and through its City Council Mayor 8/24/93 ATTEST: City CITY OF SPARKS, by and through its City Council Вy Mayør 993 in (11 Date. Clerk ty APPROVED AS TO FORM: STEVEN P. ELLIOTT, City Attorney NTY OF SPARKS

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Regional Emergency Medical Services Authority A non-profit community service using no taxdollars

# REMSA

# FRANCHISE COMPLIANCE REPORT

**MAY 2019** 

450 Edison Way • Reno, NV 89502-4117 • 775.858.5700 • fax 775.858.5726



Fiscal 2019								
Month	#Patients	Total Billed	Average Bill	YTD Average		verage ollected 35%		
July	3982	\$4,876,285.40	\$1,224.58	\$1,224.58	\$	428.60		
August	4120	\$5,042,259.20	\$1,223.85	\$1,224.21	\$	428.47		
September	3900	\$4,741,010.00	\$1,215.64	\$1,221.43	\$	427.50		
October	3934	\$4,811,199.20	\$1,222.98	\$1,221.81	\$	427.63		
November	4104	\$4,999,093.60	\$1,218.10	\$1,221.05	\$	427.37		
December	4146	\$5,090,365.00	\$1,227.78	\$1,222.20	\$	427.77		
January	4209	\$5,410,215.20	\$1,285.39	\$1,231.57	\$	431.05		
February	3755	\$4,867,315.80	\$1,296.22	\$1,239.12	\$	433.69		
March	4371	\$5,659,458.80	\$1,294.77	\$1,245.78	\$	436.02		
April	4080	\$5,259,658.60	\$1,289.13	\$1,250.14	\$	437.55		
Totals	40601	\$50,756,861	\$1,250.14					
Current Allowable	e Average Bill:	\$1,294.87						

## REMSA Accounts Receivable Summary Fiscal 2019

Year to Date: July 2018 through May 2019

	COMPLIANCE						
Month	Priority 1 System - Wide Avg. Response Time	Priority 1 Zone A	Priority 1 Zones B,C,D				
Jul-18	5 Minutes 48 Seconds	91%	97%				
Aug-18	5 Minutes 52 Seconds	90%	95%				
Sep-18	5 Minutes 47 Seconds	92%	97%				
Oct-18	5 Minutes 47 Seconds	92%	95%				
Nov-18	5 Minutes 56 Seconds	92%	94%				
Dec-18	6 Minutes 04 Seconds	91%	90%				
Jan-19	5 Minutes 52 Seconds	91%	98%				
Feb-19	5 Minutes 48 Seconds	91%	92%				
Mar-19	5 Minutes 52 Seconds	90%	91%				
Apr-19	5 Minutes 48 Seconds	92%	94%				
May-19	5 Minutes 38 Seconds	92%	96%				

## Year to Date: July 2018 through May 2019

Priority 1 System - Wide Avg. Response Time	Priority 1 Zone A	Priority 1 Zones B,C,D
5 Minutes 52 Seconds	91%	95%



## Year to Date: July 2018 through May 2019

			e Times by Ent	ity
Month/Year	Priority	Reno	Sparks	Washoe County
Jul-18	P-1	5:14	6:02	7:45
Jui-To	P-2	5:22	6:16	8:23
Aug 19	P-1	5:16	5:52	8:23
Aug-18	P-2	5:23	6:12	8:12
Sep-18	P-1	5:06	6:00	7:51
Sep-10	P-2	5:12	6:09	7:20
Oct-18	P-1	5:06	5:56	7:45
UCI-10	P-2	5:13	6:14	7:40
Nov-18	P-1	5:17	6:13	8:14
NOV-10	P-2	5:23	6:19	7:55
Dec-18	P-1	5:24	6:09	8:17
Dec-10	P-2	5:40	6:25	8:15
Jan-19	P-1	5:12	6:16	7:35
Jan-19	P-2	5:14	6:15	8:48
Fab 40	P-1	5:10	6:08	8:16
Feb-19	P-2	5:23	7:01	7:02
Mar 10	P-1	5:16	6:18	7:55
Mar-19	P-2	5:13	6:32	7:55
An= 10	P-1	5:13	6:06	7:52
Apr-19	P-2	5:20	6:13	7:32
Mov. 40	P-1	5:08	6:00	7:57
May-19	P-2	5:21	6:09	7:34

## Year to Date: July 2018 through May 2019

Priority	Reno	Sparks	Washoe County
P-1	5:15	6:07	8:08
P2	5:23	6:20	8:08



## REMSA OCU INCIDENT DETAIL REPORT PERIOD: 07/01/2018 THRU 5/31/2019

	CORRECTIONS REQUESTED							
Zone	Clock Start	Clock Stop Unit F		Response Time Original	Response Time Correct			
Zone A	5/4/19 12:49	5/4/19 12:55	1C43	0:06:11	0:06:11			
Zone A	5/5/19 14:29	5/5/19 14:34	1C30	0:33:49	0:04:08			
Zone A	5/5/19 15:43	5/5/19 15:45	1C40	-00:00:08	0:01:47			
Zone A	5/8/19 9:00	5/8/19 9:10	1C35	0:09:30	0:09:30			
Zone A	5/8/19 9:21	5/8/19 9:21	1C20	0:00:00	0:00:06			
Zone A	5/13/19 8:43	5/13/19 8:55	1C05	0:12:30	0:12:30			
Zone A	5/16/19 17:46	5/16/19 17:49	1C30	0:03:53	0:03:53			
Zone A	5/24/19 14:34	5/24/19 14:35	1C29	-00:00:07	0:01:04			
Zone A	5/26/19 13:04	5/26/19 13:05	1C25	-00:01:08	0:00:14			

	UPGRADE REQUESTED					
Zone	Clock Start	Clock Stop	Unit	Response Time		
Zone A	5/3/19 15:36	5/3/19 15:40	1C42	0:04:11		
Zone A	5/9/19 6:51	5/9/19 6:56	1C34	0:05:22		

EXEMPTIONS REQUESTED							
Incident Date Approval Exemption Reason Zone Response Time Overage							
	None						



## GROUND AMBULANCE OPERATIONS REPORT MAY 2019

## 1. Overall Statics

- a) Total number of system responses: 6725
- b) Total number of responses in which no transports resulted: 2506
- c) Total number of system transports (including transports to out of county):
   4219

## 2. Call Classification

- a) Cardiopulmonary Arrests: 1.4%
- b) Medical: 55.2%
- c) Obstetrics (OB): 0.5%
- d) Psychiatric/Behavioral: 10.6%
- e) Transfers: 12.7%
- f) Trauma MVA: 7.7%
- g) Trauma Non MVA: 6.6%
- h) Unknown: 5.2%

## 3. Medical Director's Report

- a) The Clinical Director or designee reviewed:
  - 100% of cardiopulmonary arrests
  - 100% of pediatric patients (transport and non-transport)
  - 100% of advanced airways (excluding cardio pulmonary arrests)
  - 100% of STEMI alerts or STEMI rhythms
  - 100% of deliveries and neonatal resuscitation
  - 100% Advanced Airway Success rates for nasal/oral intubation and King Airway placement for adult and pediatric patients.

Total number of ALS Calls: 1,834

Total number of above calls receiving QA Reviews: 144

Percentage of charts reviewed from the above transports: 7.8%

Franchise Compliance Report May 2019



## MAY 2019 MONTHLY REMSA EDUCATION REPORT

DISCIPLINE	CLASSES	STUDENTS
ACLS	36	158
BLS CPR	126	663
Heartsaver (CPR)	174	1086
PALS	20	81

## **COMMUNITY OUTREACH MAY 2019**

Point of Imp	act	
05/1-31/2019	Ten (10) office installation appointments; Ten (10) cars and eleven (11) seats inspected.	
05/18/19	POI Checkpoint at Biggest Little Baby in Reno. Thirty-one (31) cars and thirty-six (36) seats inspected.	Eleven (11) Volunteers; Two (2) Staff
Cribs for Kic	ls/Community	
05/04/19	Held a booth for Reno Veterans Affair Baby Shower at Assistance League in Reno.	100 participants passing through event
05/09/19	Attended Northern Nevada MCH Coalition Meeting @ WCHD.	
05/12/19	Held a booth a Moms on the Run	Over 10,000 participants passing through event
05/13/19	Attended Truckee Meadows Vision Zero subcommittee for action planning on pedestrian safety.	
05/16/19	Attended COAP Grant Action Group to combat the opioid addiction crisis	
05/20/19	Held a booth at the Family Health Festival Sparks Christian Fellowship	Over 450 participants passing through event
05/21/19	Attended Safe Kids Meeting @ Renown	
05/22/19	Participated in the Child Death Review Executive Committee Meeting held in Carson City DCFS	
05/30/19	Held booth at Community Service Agency Family/Fatherhood Event	Had about 100 participants
05/31/19	Presented at The Life Change Center on Car Seat Safety and Safe Sleep	



### REMSA

Reno, NV Client 7299





1515 Center Street Lansing, Mi 48096 1 (517) 318-3800 support@EMSSurveyTeam.com www.EMSSurveyTeam.com

## **EMS System Report**

May 1, 2019 to May 31, 2019

Your Score

94.29

Number of Your Patients in this Report

150

Number of Patients in this Report

## 7,282

Number of Transport Services in All EMS DB

152

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Page 1 of 22



## May 1, 2019 to May 31, 2019

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### **Executive Summary**

This report contains data from 150 REMSA patients who returned a questionnaire between 05/01/2019 and 05/31/2019.

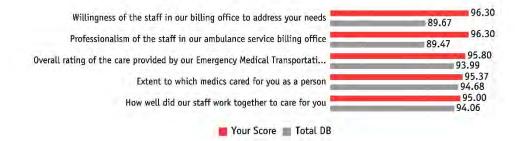
The overall mean score for the standard questions was **94.29**; this is a difference of **1.15** points from the overall EMS database score of **93.14**.

The current score of **94.29** is a change of **1.59** points from last period's score of **92.70**. This was the **32nd** highest overall score for all companies in the database.

You are ranked 9th for comparably sized companies in the system.

**79.50%** of responses to standard questions had a rating of Very Good, the highest rating. **99.81%** of all responses were positive.

### **5 Highest Scores**



#### **5 Lowest Scores**

Extent to which the services received were worth the fees charged	90.94 88.60
Extent to which you were told what to do until the ambulance arrived	91.83 91.92
Helpfulness of the person you called for ambulance service	92.73 93.28
Degree to which the medics relieved your pain or discomfort	93.11 91.13
Extent to which the ambulance arrived in a timely manner	93.18 92.54





Page 2 of 22

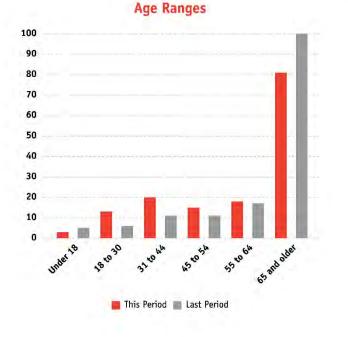
Franchise Compliance Report May 2019



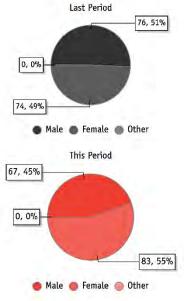
## May 1, 2019 to May 31, 2019

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

	Last Period					This Period		
	Total	Male	Female	Other	Total	Male	Female	Other
Under 18	5	4	1	0	3	2	1	0
18 to 30	6	6	0	0	13	7	6	0
31 to 44	11	8	3	0	20	9	11	0
45 to 54	11	6	5	0	15	8	7	0
55 to 64	17	5	12	0	18	9	9	0
65 and older	100	47	53	0	81	32	49	0
Total	150	76	74	0	150	67	83	0



Gender



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## May 1, 2019 to May 31, 2019

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### Monthly Breakdown

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

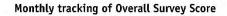
	Jun 2018	Jul 2018	Aug 2018	Sep 2018	0ct 2018	Nov 2018	Dec 2018	Jan 2019	Feb 2019	Mar 2019	Apr 2019	May 2019
Helpfulness of the person you called for ambulance service	96,25	96,79	95,59	95.74	96.95	96.62	94.23	96.34	96.88	96,20	88.46	92,73
Extent to which you were told what to do until the ambulance arrived	96.05	98.61	94.15	96.59	96.88	93.38	92.79	96.98	97.28	95.56	88.78	91.83
Extent to which the ambulance arrived in a timely manner	95.58	95.87	96.06	95.54	93.39	95.60	95.57	95.16	94.23	94.26	91.49	93.18
Cleanliness of the ambulance	97.17	96.04	97.27	96.82	93.55	97.02	97.65	98.11	96.50	95.51	94.32	94.02
Skill of the person driving the ambulance	96.17	96.88	96.46	95.21	93.92	95.51	97.13	96.38	96.39	94.55	93.29	94.02
Care shown by the medics who arrived with the ambulance	94.51	96.95	95.84	94.64	94.11	97.72	95.99	94.53	96.60	97.22	93.18	94.67
Degree to which the medics took your problem seriously	94.60	96.97	97.73	94.02	94.07	97.91	95.15	94.86	95.61	96.83	93.87	94.77
Degree to which the medics listened to you and/or your family	95.04	95.93	96.41	93.51	93.99	97.56	95.64	95.13	95.11	96.74	93.52	94.36
Extent to which the medics kept you informed about your treatment	93.56	95.27	94.93	94.30	92.18	95.09	95.09	93.19	94.54	93.60	92.19	94.26
Extent to which medics included you in the treatment decisions (if	93.54	94.35	95.76	93.65	91.56	95.20	95.06	91.20	93.94	94.28	92.43	94.63
Degree to which the medics relieved your pain or discomfort	92.12	94.76	93.03	92.55	89.49	94.09	92.04	91.57	93.21	91.68	91.78	93.11
Medics' concern for your privacy	96.00	97.04	97.50	95.33	92.77	97.04	96.21	93.60	96.05	95.38	94.19	94.51
Extent to which medics cared for you as a person	95.74	96.02	96.20	94.67	93.90	96.01	96.28	95.43	97.20	96.07	93.93	95.37
Professionalism of the staff in our ambulance service billing office	98.08	94.79	95.72	94.79	97.00	95.83	90.00	100.00	96.59	99.24	91.00	96.30
Willingness of the staff in our billing office to address your needs	98.08	94.57	94.86	92.71	96.00	95.83	95.00	100.00	96.46	99.22	90.06	96.30
How well did our staff work together to care for you	95.52	97.24	96.44	95.90	94.67	96.79	96.95	95.23	97.60	96.40	94.02	95.00
Extent to which the services received were worth the fees charged	86.88	91,22	95.45	87.19	88.38	97.50	87.89	88.40	82.86	87.54	82,16	90.94
Overall rating of the care provided by our Emergency Medical Transportation	95.28	96.84	96.07	95,14	93.09	96.93	95.33	94.41	96.75	95.70	93.08	95.80
Likelihood of recommending this ambulance service to others	97.37	96.83	96.93	95.05	93.73	96.79	96.21	94.41	95.39	95.59	92.79	93.80
Your Master Score	95.04	96.18	96.11	94.52	93.30	96.41	95.50	94.56	95.59	95.41	92.70	94.29
Your Total Responses	151	150	150	150	150	150	150	150	150	150	150	150

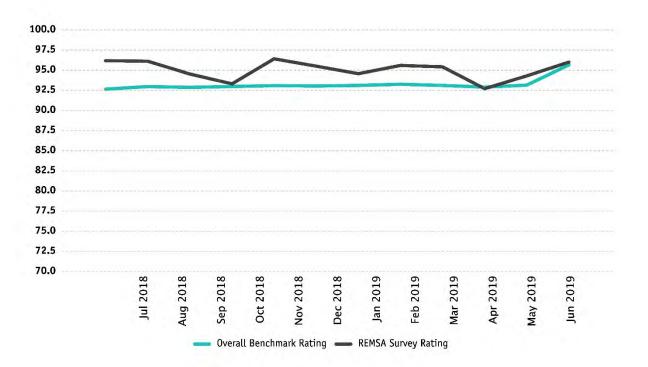
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### REMSA May 1, 2019 to May 31, 2019









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## REMSA GROUND AMBULANCE MAY 2019 CUSTOMER REPORT

	Date of Service	Description/Comments	What was done well by REMSA?	What could we do to better serve you next time?	Assigned	Results After Follow Up
1	03/22/2019		"They made sure I got in."	"Get more funding!!! Better pay for the medics!"		
2	03/23/2019		"They were very professional and awesome. Really couldn't have asked for anything better."	"Nothing!"		
3	03/23/2019	"I got very good care from the two young ladies."	"They responded to me very well- They knew what was what- I told them I was having a heart attack and the did everything like I think they should have - I have no complaints at all- They need to be known for the good service they provide- Everyone one should recognize these three women. I went in in pretty bad shape and they comforted me."	"I don't know if anything could have been better- ya know? The night that I left and got in the ambulance, they covered me up and everything. No, I don't think there's anything better than what they did."		
4	03/23/2019	"Excellent care."	"I have no complaints honey. They gave me excellent service."			
5	03/24/2019	"I don't think there's anything they could have really done for me pain wise. They treated me fine still."	"I'm really thankful for the group effort. They worked real well together to help me and were professional - I can't thank them enough."	"Really, nothing I can think up. Keep up the good work."		
6	03/24/2019		"I was really impressed with the direct care I got. They got to the house pretty quick and didn't wait to get me loaded up and on my way."			
7	03/23/2019	"Wonderful medics!"	"When the medics got here I noticed they were real kind and professional. They made sure to make me and	"Better shocks! Haha It was a pretty rough ride."		



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	Date of Service	Description/Comments	What was done well by REMSA?	What could we do to better serve you next time?	Assigned	Results After Follow Up
			my family feel comfortable during a not so good time."			
8	03/24/2019		"They did a good job at keeping me informed about what was going on and kept me calm. They really tried to make sure I was comfortable."	"Everything was excellent. There nothing more I could ask for."		
9	03/24/2019	"they tried their best, but I don't think there as much they could do until I got to the hospital"	"I think the overall care they gave me that day was very professional. They seemed to know what they were doing and treated me well."	"I wouldn't have changed anything the care was excellent. Tell them I'm very thankful for the service."		
10	03/23/2019		"They got me to the hospital fast and treated me right away. I don't think there was much they could do, but they kept me informed as best as they could which made me feel more comfortable. The situation at hand wasn't ideal, but they were awesome."	"No I really don't think there anything. They did everything they were supposed to that I'm aware of."		
11	03/23/2019		"They did a good job talking to me and my husband. They talked to me the whole time I was in the ambulance until they had to leave me and I was pretty shocked. I can't say enough good things about them. I would give them higher ratings if I could hahaha"	"The only thing I can think of is getting here faster, but that might not have even been there fault."		See follow up below
12	03/23/2019	"I had really good medics."	"The medic's care in general. The two that helped me were trained very well and it showed."			
13	03/23/2019		"They were quick, but not sloppy."	"Nothing. The medics were very		



	Date of Service	Description/Comments	What was done well by REMSA?	What could we do to better serve you next time?	Assigned	Results After Follow Up
				knowledgeable."		
14	03/24/2019		"Everything about the trip was done well. Everything was done very fast and I was taken care of. I don't think I have ever had a complaint about REMSA, if I'm going to be honest. They are just the best."	"Like I said, I truly have no complaints. Your guys are excellent and always have been."		
15	03/23/2019		"I have never rode in an ambulance before this time- But from everything that they did, nothing gave me a bad feeling or like I wasn't being taken care of well. They handled the situation professional from what I'm aware of."	"I'm not sure there's anything you could have done better."		
16	03/23/2019		"They were great and helped out!"			
17	03/27/2019		"Excellent people."			
18	03/28/2019		"REMSA is a great service."			
19	03/28/2019		"Very professional."	"Took me to wrong hospital."	Assigned 6.3.19 Jones #7009	See follow up below
20	03/27/2019			"They didn't know what hospital to take me to. Communication between driver medic and patient would be helpful and wise."	Assigned 6.3.19 Jones #7010	See follow up below
21	03/28/2019	"They were right here within 10 to 15 minutes."	"Oh my, everything from the time I called the dispatcher, to the time they got here. I opened the door, so they could come right in. I think they helped me out to the ambulance and away we went. And	"I can't think of anything that can be done better. I really don't. They were right on the ball. I worked with a nurse for a while and it takes a kind of person to be able to care for another		



	Date of Service	Description/Comments	What was done well by REMSA?	What could we do to better serve you next time?	Assigned	Results After Follow Up
			everybody was fantastic - The medics were good with asking me questions - I had pain right in my chest and he gave me meds and then that pain was gone. Then they hooked me up to an iv and we got to the hospital. Everyone from the time I called until I got home - the care was excellent. Very professional, very caring and did a fantastic job."	person, like that. The way everybody treated me that day did that. They were just excellent."		
22	03/29/2019		"Well the timely-ness is always nice. I have probably used them three or four times and the medics are always professional and caring."	"I can't think of anything. I'm very thankful for your service."		
23	03/29/2019	"They were really good boys!"	"um they were very good and very nice"	"Nothing you could do better it was good."		
24	03/29/2019		"Everything they did was good. Thank you."	"No. I don't think there's much better care out there."		
25	03/29/2019	"Got to the house super fast. I was impressed!!"	"I think everything went smoothly without too many hiccups on the way."			
26	03/30/2019		"I think the overall care. They were very nice, calm. They explained a lot of things to me. One of the men in there was really good. He held my hand at one point and told me everything was going to be okay. It was very comforting."	"I don't really have anything. I think they did great."		
27	03/29/2019	"I'm pretty sure they relieved her pain, but I'm not her and I didn't ride in the actual ambulance with her."	"Very attention to detail - Got right to work. I'm not sure why there was so many of them haha But	"I don't think you need to send ten people just a couple would do it."		



	Date of Service	Description/Comments	What was done well by REMSA? they did well."	What could we do to better serve you next time?	Assigned	Results After Follow Up
28	03/29/2019		"The professionalism of the medics was outstanding. I'm serious!! They did a fantastic job with me."	"Nothing. They were truly outstanding guys. I'm so thankful for the service."		
29	03/30/2019		"Overall, everything was great!"	"Thank you for your service! I appreciate you!"		
30	03/30/2019		"They did great!"			
31	03/30/2019		"Very kind and careful with me. I got very good care."			
32	03/31/2019		"Best two medics I've ever had. Treated me like a person."			
33	03/31/2019		"Cordial, friendly conversation and informative communication."			
34	03/31/2019		"Everything was great, they performed well."			
35	04/01/2019		"Everything was done well."			
36	04/01/2019		"Ambulance crew made sure she was well taken care of."			
37	04/01/2019		"Prompt arrival and great teamwork as they cared for her son. The mother was very pleased with the ambulance service."			
38	04/01/2019		"Everything was done well."			
39	04/01/2019		"Patient stated the paramedics took good care of her and overall did everything well."			
40	04/01/2019		"Patient stated the ambulance service got her to the hospital in a timely fashion and the crew was truly concerned for her wellbeing."			



	Date of Service	Description/Comments	What was done well by REMSA?	What could we do to better serve you next time?	Assigned	Results After Follow Up
41	04/02/2019		"They did a good job carrying me out to the ambulance and getting me to the hospital- They were not messing around."	"There's nothing I can think of. The service was very professional."		
42	04/02/2019	"Oh, they did great! I talk very highly of them already."	"REMSA has been good to me and the wife whenever we have needed them. They make sure to get out here pretty quick too."	"I don't think there's much more they could do."		
43	04/02/2019	"The bill was pretty expensive, but I do understand why."	"The medics were great. They listened to me and did an overall good job taking caring of and getting me to the hospital."	"No, I don't think so, I was treated very well that day."		
44	04/02/2019		"The ambulance got here quickly -The medics did really well at telling me what they were doing and asking me questions. Did a real good job keeping me calm and comfortable."	"Probably nothing. Everything was quick and professional."		
45	04/02/2019		"Getting the IV in. It usually takes them a couple times poking me before getting it in right. But not them! I was shocked haha"	"Nothing! They are the best. Tell them thank you."		
46	04/02/2019	"I wasn't really looking around the ambulance to notice the cleanliness - But nothing was noticeable or out of place."	"I think they took my blood pressure and hooked me up to some fluids and by the time I knew it, we were already at the hospital."	"I hope there's not a next time!"		
47	04/03/2019		"The medics were very kind to me and my husband. Treated us both with respect."			
48	04/03/2019		"Medics went above and beyond."			



	Date of Service	Description/Comments	What was done well by REMSA?	What could we do to better serve you next time?	Assigned	Results After Follow Up
49	04/04/2019		"Making sure I get the care I needed."	"Keep up the good work."		
50	04/03/2019		"They took me serious."	"Helped me out very well."		
51	04/03/2019		"Everything was handled in a very caring way."			
52	04/03/2019		"Both medics made me feel important and cared for."			
53	04/04/2019		"Everything. They cared for me well and were kind to me and the wife."	"Well, I don't think there could be anything better."		
54	04/03/2019		"The overall care was fantastic. I mean everyone that day was really awesome and knew what they needed to do. I'm happy to have had as good of people that I did. Truly."	"I don't think that there was anything about that time that I would have changed. There weren't any bumps along the road and I bet if there was, those guys would have handle it calmly and professionally."		
55	04/04/2019		"He's passed away now. But the whole family has been very pleased with all the treatment and care he was given before and during his time of need. We are grateful and I know he would say the same."	"No. I don't think there was anything that could have been different. Like I said, they were great taking care of him and making sure he got the help he needed."		
56	04/04/2019		"I think the people that came to take care of me did well. Real good. They rushed me to the hospital and helped keep me calm at the same time. Not everyone can do that. Takes a really good medic to keep it together the whole time. And that's exactly what	"Nothing better. They are the best of the best."		



	Date of Service	Description/Comments	What was done well by REMSA?	What could we do to better serve you next time?	Assigned	Results After Follow Up
			they did."			
57	04/04/2019		"Probably getting me out of the house and into the ambulance was good. And they got me to the hospital alright. I think they did just fine with me."	"No. like I said, they took good care of me. From beginning to end, I was taken care of from kind and professional people."		
58	04/05/2019		"Nothing seemed to faze them. They got here right away and kept me informed the whole time or would answer my questions without making me feel stupid."	"Nothing was bad about the trip besides the reason it was happening. haha no, but the REMSA people, they did a good job and I'm very satisfied."		
59	04/05/2019	"Oh yes. The medics sure did care for him. A great job they did too." "I didn't go with him - I rode in a different car following - But I bet it was fine. He sure as hell didn't mention anything."	"We are pretty familiar with the ambulance people by now. And they have never wronged us. Not once. They've always have shown us kindness and respect."	"Honey, nothing. I don't got more to say either."		
60	04/05/2019	"I didn't have any treatment or pain, so I don't really think it's applicable."	"Well, they came very quickly - They seemed very concerned about what was going on with me and got me to the hospital."	"No complaints. I don't know what you could have done any better. It was excellent."		
61	04/05/2019		"The overall care was excellent. No complaints from my end."	"I hope there's not a next time, that'd be a bummer wouldn't it? Haha but no everything was great. The care was fantastic and the medics were professional. Nothing more could have been done."		
62	04/05/2019		"They helped me on down to the ambulance and got me in there alight. Then, they started working on me and by the time I knew it, we were already there. So	"Oh nothing, I can think of."		



	Date of Service	Description/Comments	by REMSA?	What could we do to better serve you next time?	Assigned	Results After Follow Up
			timeliness was good and the men- both good."			
63	04/05/2019		"They did exceptional with me. I mean it. They got here quicker than any of the other times and worked on me right away."	"No. I'm 100% satisfied. These guys are wonderful and need to be praised more!!!!"		
64	04/05/2019	"He got us there, so I think he deserves a 5 haha"	"Everything. The trip in general was a bummer, but everyone around was supportive and helped get me where I needed to be."	"I don't think there is anything you could have done better. Like I said it was good for what it was."		
65	04/06/2019		"Getting to my house fast and getting me to the hospital - they did fantastic, what more do you want to know?"	"Nothing."		
66	04/07/2019		"The medics did a good job with keeping me and my family informed. My wife really liked the two that worked on me."	"Nothing. Everything was fine."		
67	04/07/2019		"Very nice, and professional. I think they could tell I was worried and scared. They talked to me the whole time. It really made me feel safe."	"I don't think there's much more that could be done. They were excellent with me."		
68	04/07/2019	"Not really sure I remember what the inside looked like."	"Everything. Communication was very good between them and me. I hate when I going in and no one knows what's happening or what to do."	"I don't think there's anything."		
69	04/07/2019	"There was only so much they could do for my pain. But once I got to the hospital that was taken care of. I don't really think they had anything to do with it."	"They came in the house and started checking me out and loaded me up in the ambulance."			



	Date of Service	Description/Comments	What was done well by REMSA?	What could we do to better serve you next time?	Assigned	Results After Follow Up
70	04/07/2019		"I don't think that anything was wrong. I didn't like that I was going to the hospital haha but it is what it is."	"Maybe make sure to offer more blankets - I always get cold in the back and sometimes there aren't any blankets."		
71	04/07/2019	"They took care of her. And were gentle. I wasn't in the ambulance with her."	"Everything those medics did to get my wife to the hospital was excellent. They were careful with her and kept me informed."	"I can't remember anything being out of sort."		
72	04/08/2019	"Once they got to the house everything was fine. I just think they could have gotten to me way faster, they could have gotten to the house faster, which would have been more ideal."	"The overall care was amazing. I just really do wish they would have gotten to me faster. Waiting for help didn't feel good."			See follow up below
73	04/08/2019	"I was in a lot of pain - They did their best honey. They couldn't really do anything ya know"	"Getting me to the hospital smoothly to be taken care of. They did what needed to be done and that's it."	"I don't think much can be improve on. At least in my situation."		
74	04/08/2019	"Oh, yeah! They were some good guys. Real good. We were impressed. Yeah they got there pretty fast. probably a 4 or 5"	"They took good care of me and my family."	"I can't think of a thing."		
75	04/08/2019		"They know how to work together fast."			
76	04/08/2019		"Very capable and nice. you know they treat old women like me good"	"I was very satisfied and they are nice young people. They really help you and I'm very thankful I've had them every time I needed help."		
77	04/08/2019		"Everything! They were good people. professional and everything"	"I can't think of anything- to be honest with you - I can't say		



	Date of Service	Description/Comments	What was done well by REMSA?	What could we do to better serve you next time?	Assigned	Results After Follow Up
				nothing about them they did excellent"		
78	04/08/2019		"They were patient with me and took care of me. Everything they did was good."	"Nothing."		
79	04/08/2019	"They got there fast considering where I was."	"Everything- it was professional but they were friendly- medic was hot- she was awesome very talk able- kept my mind off the pain I was in."	"There's always a next time with me I'm sorry haha- Pain handling I guess- I know there's only so much that can be done in the ambulance - but maybe a better/different approach on pain management."		
80	04/09/2019	"They were transporting me- they didn't do anything involved with my sickness."	"Everything- the pick-up time- they talked to me - smooth ride and asked me if they should wait around for me or leave."	"I can't think of anything- you're doing well. Hiring the right people."		
81	04/09/2019		"They were there on time and strapped me into the gurney and sent me off to the hospital. I was covered up and warm."	"Well I hope there's not a next time haha But no, I can't think of anything they just drove me up two miles is all."		
82	04/09/2019	"She was good."	"I had an asthma attack. A young lady got me on a breathing treatment right away- they understood what was going on and took care of it."	"I don't know- bring beer hahaha nothing - you guys were spot on everything was great."		
83	04/09/2019		"Keeping me informed. Because we were headed towards renown but they were on by pass for REMSA- we didn't pull into the drive way so they asked me where I wanted to go- at 1st I was think why aren't we stopping-but they did a	"I can't think of anything right"		



	Date of Service	Description/Comments	by REMSA?	What could we do to better serve you next time?	Assigned	Results After Follow Up
			good job at keeping me in the loop of what was going on."			
84	04/10/2019		"I felt the guys I had did their best."			
85	04/10/2019		"REMSA saved my son's life, golden stars for all of you!"			
86	04/12/2019		"The medics were kind and helped talk me through everything that was going on. They were real good to me. The one in the back that stayed with me was a sweet heart."	"Oh. I really don't think I have anything to say. I think it excellent care. I'm glad you called- these medics don't get the props they deserve."		
87	04/12/2019		"Oh, I don't know. They got to the house and uh got me in the house smoothly. Taking me to the hospital was fast."			
88	04/12/2019	"Got here within 10 minutes- So I think that's pretty good."	"They stayed with me the whole time. I didn't think they could do that, but it was very nice to have someone there until I was able to be taken care of. Very kind and professional medics."	"I can't think of anything really."		
89	04/12/2019		"Patient stated the medics were very good, he sees no room for improvement."			
90	04/12/2019			"When a patient is in pain, give them pain medication."	Assigned to Jones 6.3.19 #7011	See follow up below
91	04/13/2019		"They were good."			
92	04/12/2019		"Very quick and comforted me."			



	Date of Service	Description/Comments	What was done well by REMSA?	What could we do to better serve you next time?	Assigned	Results After Follow Up
93	04/14/2019	"Overall they took really good care of me."				
94	05/02/2019		"Got her safely to the hospital."			
95	05/02/2019		"Everything was fine."			
96	05/02/2019		"Very caring and empathetic."			
97	05/02/2019		"Patient stated the paramedics quickly got her to the hospital."			
98	05/03/2019		"The paramedics got her safely down 3 flights of stairs."			
99	05/03/2019		"Everything was done well."			
100	05/01/2019		"Patient stated the paramedics were very attentive to her needs, her pain level and transporting with minimal movement. She was very pleased with the care she received."			
101	05/01/2019		"Patient stated the medics were very careful to load her from her wheelchair onto the gurney and then get her loaded into the ambulance."			
102	05/01/2019		"They treated me well. I'd give them an 8 and a half if I could."	"Well sweetie, I'm not sure what more you could do. It's been a rough couple of weeks since the trip- But I believe they did everything in their power to help me."		



	Date of Service	Description/Comments	by REMSA?	What could we do to better serve you next time?	Assigned	Results After Follow Up
103	05/01/2019		"They were just very nice and helpful and caring."	"No, nothing I can think of."		
104	05/01/2019	"5, but they didn't do much- They didn't give me anything - or something for the pain" "oh 5! they got here within in 5 minutes I swear haha"	"They came in and took my blood pressure- They asked me a whole bunch of questions about pain."	"Nothing- I mean we were just satisfied. The guys and the gal that came out were wonderful."		
105	05/01/2019	"I think the medics should be able to tell if they are having a stroke. I don't feel like I should have been the one to make them take her to the hospital and I think if they would have caught it sooner she would have done better."	"We called the ambulance and the ambulance came- we didn't know where she was - we didn't know if she was on a different medication or had been drinking that day. The medics and I were trying to figure out what was wrong with her, they did vitals and said they were good. I told the medics she needed to go the hospital because she was acting so differently. So then they took her."	"The only thing to be done better- I don't know. I really don't know. I don't know what could be done better. I don't know. But at the end she ended up having a stroke and I think that could have been caught sooner."	Assigned to Strand 6.3.19 #7012	See follow up below
106	05/02/2019		"Everything. From the moment they got to me they were excellent. Very kind and talked a lot- made sure I knew what was happening. Overall they just made me feel comfortable to be in their care. And I thinks that's very important."			
	05/02/2019 05/02/2019	"I was being transported-	"They've been very good coming Friday's- even Friday when my blood pressure went down. They been very good to me. I'm on their program where they come and check on me every week." "They just transported me."			



	Date of Service	Description/Comments	What was done well by REMSA?	What could we do to better serve you next time?	Assigned	Results After Follow Up
		they didn't really do anything with me treatment wise" "the timeliness didn't really matter."		anything - They did their job."		
109	05/02/2019		"I think that time they came out and took everything seriously and made sure I was comfortable."	"Um nothing- I think they are doing a good job!"		
110	05/02/2019		"Everything was good. If it wasn't, you would have been hearing from my wife hahaha"	"Lower your prices."		
111	05/02/2019		"Fast arrival with confident paramedics. Patient stated he felt like he was in excellent and professional hands."			
112	05/02/2019		"Patient stated the medics were really ""on the ball"" and treated her with kindness and consideration."			
113	05/03/2019		"Professional demeanor, polite and courteous."			
114	05/03/2019		"Patient stated the medics were incredible. Their knowledge and professionalism was exceptional and she feels they deserve a bonus for outstanding work."			
115	05/03/2019		"Everything was done well."			



	Date of Service	Description/Comments	What was done well by REMSA?	What could we do to better serve you next time?	Assigned	Results After Follow Up
116	05/03/2019		"What was done well, was everything. Everything they did was expected and done very well. You can tell they've been trained."			
117	05/04/2019	"There wasn't any pain for them to do anything about- so I'm not really sure how to answer that one."	"Um I would say their concern for my comfort and what they thought was best for me."	"Well hopefully there won't be a next time- but actually nothing- I thought they were very thoughtful."		
118	05/04/2019	"They were a good group of younger people that came out" "it was real clean."	"The way they worked together to get me to the hospital was done very well, in my opinion. They worked very fast together."	"Nothing. I really can't think of a thing that should have been done differently"		
119	05/04/2019	"They're always great- every time I've called them, they've gotten here right away and are always caring." "Oh they are always great." "I can't say enough good things about them!"	"Well first of all, they walk in caring- makes you comfortable. Then they walked with me down the stairs because I wasn't feeling good, then got me into the ambulance. REMSA has just been great to me and my family."	"I don't think there is anything they could do better darling. There is always room for improvement, but I don't think there's anything that should have been done differently any of the times I have used them. They always have provided such great care."		
120	05/04/2019	"I'd say they got here pretty quick."	"They did a good job taking me seriously and listening to me. They treated me like a person and cared. And they all really helped make the trip better."	"There's not much I can		
121	05/05/2019		"It was all good. The medics, the ambulance ride. Even the time waiting in the hospital went well. I'm honestly very happy with how everything was	"I truly think everything was done well. Nothing I saw that needed to be done differently or shouldn't have been done or said."		



				What could we do		Results
	Date of Service	Description/Comments	What was done well by REMSA?	to better serve you next time?	Assigned	After Follow Up
			taken care of. Everyone who took care of me did a fantastic good."			
122	05/05/2019		"The medics are professional and the care is excellent."	"No, I don't think there's anything. Everything was wonderful. The medics treated me and my wife very good."		
123	05/05/2019		"Very kind and compassionate."	"Just keep being there!"		
124	05/06/2019		"Medics are all great. Good spirit."			
125	05/06/2019		"Both medics were kind and calming to me. They were especially amazing with my daughter."			
126	05/07/2019		"Professional and caring."	"The trainee was snotty. Medics were. Came off very snotty and short."	Assigned to Jones 6.3.19 #7014	See follow up below
127	05/07/2019		"I was satisfied."			
128	04/22/2019	"I didn't have any pain."	"They showed up quickly- got me to the hospital alive and in one piece."	"Free ride haha I can't think of anything."		
129	04/22/2019	"Very informative. I wasn't very alert, but every time l've been in a REMSA ambulance, they have been clean."	"Everything - Protocol went very well."	"There will be a next time with me -They do their job pretty well. They've been excellent every time REMSA has been called for me - They been called for me several times and they've been good - Very informative and caring about me."		
130	04/22/2019	"They tried to help my pain."	"Everything was done well by REMSA I have no	"Serve some tacos? Haha They are just wonderful.		



	Date of Service	Description/Comments	by REMSA?	What could we do to better serve you next time?	Assigned	Results After Follow Up
			complaints - I've never had a bad ride - It was always great- They took care of me."	The last trip I had in, they stood out in the hall for almost an hour. Until I got in my room - I mean they are just wonderful."		
131	04/23/2019		"It was all good. Everyone there was caring, but professional at the same time. It was amazing."	"I don't think there is anything."		
132	04/25/2019	"Some sweet boys you got."	"The compassion they had. They were so kind to me. I couldn't have asked for better. I don't remember their names, but they were excellent."			
133	04/23/2019		"All of it! Not one thing went wrong. They had me all taken care of."	"Remember to ask about blankets. But other than that, the trip went fine."		
134	04/23/2019	"Oh, everything was wonderful. They got to me asap I tell ya! Haha I'm not kidding! It was great."	"I've always been treated extremely well by REMSA. The medics are always kind and professional. Very informative too."	"Oh nothing. I'm very satisfied with the service."		
135	04/23/2019	"I think they could have gotten to me faster."	"They did a good job getting me in the ambulance. And in the ambulance they asked me questions and talked with me for a bit."	"I just think the arrival time could have been better."		See follow up below
136	04/23/2019	"I'm not really sure if it was clean - I didn't really look around"	"I think the medics did a good job. They seemed to know what they were doing and got me to the hospital. Nothing too crazy"	"Uh nothing."		
137	04/23/2019		"Haha well I think everything they did was a five. So I have to say everything was done well. These are some well- trained medics REMSA has. I mean it. They are truly	"No, nothing."		



	Date of Service	Description/Comments	by REMSA?	What could we do to better serve you next time?	Assigned	Results After Follow Up
			amazing."			
138	04/24/2019		"REMSA saved my life. I am still here."			
139	04/24/2019		"Medics were so quick! Treated very fast!"	"Medics were on top of their game and took the best care of me."		
140	04/24/2019		"They did a good job letting me know what was going on and what was going to happen with me."			
141	04/24/2019	"Very clean!"	"There was two or three medics that rode in the ambulance. I thought they all did well. They were kind and could tell I was in pain."	"Nothing. Very satisfied with the care."		
142	04/24/2019	"I really don't remember how fast they got to the house. I think it was fine haha they did get to me! So I guess a five. They did great."	"Just getting here and starting right away. Trained very well."	"No. I don't think there's much more that could be improved on."		
143	04/25/2019		"Getting me to the hospital fast. They talked to me the whole time and stayed with me until I could be seen. It was sweet of them."	"They really did a professional job. There's nothing."		
144	04/25/2019	"Very good."	"They did a real good job being gentle. I really appreciated that."	"Eh- I don't think there's anything. Everyone treated me well. Even when I got to hospital."		
145	04/26/2019	"Good guys. Very professional and caring." "He got me there! haha"	took my vitals in the ambulance too."	"Maybe some food! Hahaha no honey, I don't think there's anything."		
146	04/24/2019		"The medics coordinated well and they had the necessary equipment to stabilize for transport."			
147	04/30/2019		"Everything was great. They addressed my pain and			



	Date of Service	Description/Comments	What was done well by REMSA?	What could we do to better serve you next time?	Assigned	Results After Follow Up
			made sure I was comfortable."			
148	04/30/2019		"They were great and fantastic!"			
149	04/09/2019		"Very prompt and provided kind service. I appreciate you and the assistant Thank you!"			
150	04/11/2019		"Patient safety was good."	"Everything was good."		
151	04/11/2019		"They kept me comfortable and asked me my needs."			
152	04/12/2019		"Comforted me a lot, thank you."			
153	04/12/2019		"Medics did their job very well."			
154	04/12/2019		"They listened and took very good care of me. Their attitudes were professional too."			
155	04/12/2019		"Just a ride."			
156	04/12/2019		"Medics took very good care of him and made sure he was okay. Medics placed him safely in the ambulance and made sure my sons feet were elevated and listened to doctors' orders."			
	<u></u>		FOLLOW UP			
11	Per chart, times are as followed. The call was a pri 1 crew was on scene within required response time. Recvd: 13:17 03-23-19 Dispatch: 13:17 03-23-19 En route: 13:17 03-23-19 At scene: 13:25 03-23-19 At patient: 13:26 03-23-19					
19	transport. Tahoe hos	narrative indicates this patie I explained that this would h pital where he said he asked g that to him. He said the cre	ave mandated his transpo to be taken. He understoo	rt to the trauma center i d, but said he does not i	nstead of to remember o	o Carson our crew



	Date of Service	Description/Comments	What was done well by REMSA?	What could we do to better serve you next time?	Assigned	Results After Follow Up
20	which hosp overcrowd to ac	to the patient, her concern w ital E.R. was accepting patie ed E.R.s. Per the paramedic cept this patient, and they re stood, and told me the crew	nts. This call occurred while on the call, his partner call efused. This left NNMC as t	e all hospitals were on R ed Renown via telephon he only open E.R. The pa	EMSA bypa e to try to g atient said s	ss due to get them he
72		imes are as followed. The ca :06 04-08-19 Dispatch: 06:0				
90	•	t told me the crew that tran denied pain during the tran treatment, and she was o	• •	did not remember recei	ving a call a	
105	questions	h the crew about this case a about her aphasia to assess er baseline, they transportec any unusual interactions no	if this was her baseline or v I. He reports husband was	was abnormal. As soon a nice and cooperative and	s husband s d he does n	stated it
126	about the patient. Sł to be m patients sir	ages were left with the PT 6. complaint. She said she was ne stated she was aware her lore personable with patient nce she is hopeful for a caree preciate extra attention in th	unaware she was projectin personality is sometimes p s. I asked her to take furthe er as a paramedic. I also spo	ng anything but professio perceived as aloof or curr er steps to improve her i oke with her preceptor a	onalism tow t, and that s nteractions and told him	vard the she tries with I would
135		rt, times are as followed. The 4 04-23-19 Dispatch: 18:34	-	-	-	



# MAY 2019 REMSA AND CARE FLIGHT PUBLIC RELATIONS REPORT



Since 1986, REMSA has provided nationally recognized ground ambulance service within Washoe County, Nevada. As the largest employer of EMS personnel in Northern Nevada,

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

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



### **PUBLIC AND COMMUNITY RELATIONS**

#### Alternative Destination Transport Program Featured in National Magazine

Brenda Staffan and Adam Heinz provided an interview to Managed Care magazine about REMSA's Alternative Destination Transport program.

### Caring for People with Mental Illness through EMS

Adam Heinz provided an interview to KRNV about mental healthcare through emergency medical services.



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#### 911 Doesn't Need To Mean a Trip to the ED



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Providers "come to us and say, "we would like to be a part of your alternative destination program," says Adam Heinz, director of the Regional EMS Aution(it) (REMSA) in Washoe County, Nev. That starts the conversation rolling.



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"The reality is that if the person has something else going on, you're nut going to be able to tell until the intextention goes away a little bit," says Shannon Smith Bernardin, president and CEO of the National Sobering Collaborative.



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"It has taken three years to work through three interventions with multiple insurers, state Medicaid, and Medicare," says Brenda Staffan, REMSA'S COO for integrated services. "And we still have more work to do to finish building out reliabursement."

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### **PUBLIC AND COMMUNITY RELATIONS**

#### Education Manager, Cindy Green Honored as a Women of Achievement

REMSA was proud to honor Cindy Green at this year's Nevada Women's Fund Salute to Women of Achievement event on May 23. Cindy oversees REMSA's Center for Prehospital Education. Her department educates, certifies and outreaches to 14,000 community members annually on topics including CPR, first-aid, bleeding control, car seat safety and safe sleep.





#### REMSA Tactical EMS Team Takes Second Place in International Competition

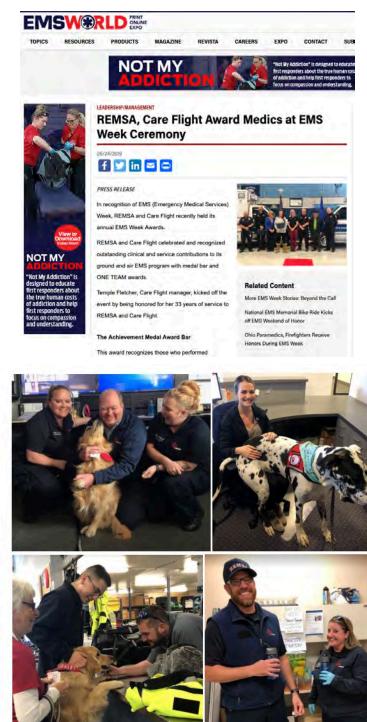
On May 5 Avery Baldwin and Cody Clifford represented REMSA in the National Tactical Medic Competition, held in Charlotte, North Carolina. The competition brought competitors from across the nation and Canada. The competition evaluated the team's physical fitness, clinical knowledge, rope skills, and ability to think critically. They spent countless hours training intensely for this year's event to improve upon last year's fourth place finish. When they showed up this year, they were presented with challenging scenarios. These included care under fire, care across the barricade, breaching, treating multiple trauma victims and this year's curve ball - CBRNE (chemical, biological, radiological, nuclear and explosive). They had to treat victims exposed to nerve agents from point of injury to providing critical care in the evacuation setting. Avery and Cody earned second place! SOARescue conducted on the competition and said it was the closest first, second and third place in the history of the competition. They missed first place by just a single point.







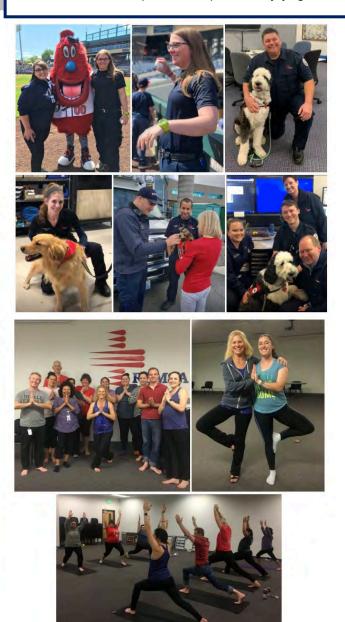
### **EMPLOYEE RELATIONS**



Franchise Compliance Report May 2019

#### **REMSA Celebrates EMS Week**

May 19 - 24 was National EMS Week. Throughout the week, REMSA and Care Flight hosted a variety of activities including enter-towins for great prizes, ice cream deliveries, continuing education opportunities that focused on our crewmember wellness, visits from therapy dogs, an awards luncheon, hosted coffee with a local coffee shop and complimentary yoga.





Website referral sessions from social media decreased by 31% year-over-year. However, Facebook, LinkedIn, Instagram and Yelp all drove traffic back to the website.

Sessions via Social Referral: -30.78% 353 v≥ 510

<u>Facebook</u> Likes to-date: 3,167 +55 likes since April 2019 Followers to-date: 3,309 +55 followers since April 2019 May posts: 34 May post comments: 226 May post shares: 148 May post reactions: 3.42k





### SOCIAL MEDIA HIGHLIGHTS Top 3 Posts by Reach

2,803 people reached, 85 reactions, comments & shares Facebook engagement: 355 -Engagement is defined as post clicks, likes, shares and comments.



Regional Emergency Medical Services Authority - REMSA Published by KPS3 [7] - May 17 at 5:22 PM · 🚱

Are you an AEMT professional firefighter ready to take the next step in your career? Sign up today for the region's first Paramedic Program designed exclusively for a firefighter's schedule.

### NORTHERN NEVADA PARAMEDIC EDUCATION PROGRAM OFFERED EXCLUSIVELY FOR REGIONAL FIRE AGENCIES





2.

2,630 people reached, 285 reactions, comments & shares Facebook engagement: 1,212 -Engagement is defined as post clicks, likes, shares and comments.



Regional Emergency Medical Services Authority - REMSA .... is at Regional Emergency Medical Services Authority -REMSA.

Published by Alexia Bratiotis Jobson [7]. May 21 at 6:39 PM - Reno · Paws 4 Love Reno therapy dogs rode along with our supervisors and visited our communications and administrative staff today. We think Mayor Hillary Schieve summed up why this visit was so special to our teams:

"Dogs always find new ways to challenge and inspire us. They greet us with unwavering love on our toughest days. They make the simplest of moments sweeter. These warm fuzzy faces enrich our lives and bring irrepressible joy with every playful bark, wag of the tail, or nudge of a tennis ball. I can't imagine life without Paws 4 Love being a vital part of healing here in Reno."

- Reno Mayor Hillary Schieve on National Therapy Animal Day in April 2019 #EMSWeek







3

### **SOCIAL MEDIA HIGHLIGHTS**

2,630 people reached, 220 reactions, comments & shares Facebook engagement: 815-Engagement is defined as post clicks, likes, shares and comments.



Regional Emergency Medical Services Authority - REMSA \*\*
Published by KPS3 [9] - May 10 - 🚱

In early 2018, Matthew had a serious skiing accident at Northstar. Despite wearing a helmet and goggles, he suffered a massive traumatic brain injury. Care Flight was dispatched. The crew included Roger T., Pilot, Christina W., Certified Flight Registered Nurse, and Gretchen M., Registered Nurse.

Matthew spent 38 days in the ICU at Renown Health. After a variety of treatment, rehabilitation, physical and occupational therapy programs, he is back at San Diego State University studying computer science.

Matthew's dad Mike said of the Care Flight response, "I really believe that Care Flight being available so quickly and able to land so easily made a huge difference in Matthew's outcome." #AlwaysReady #WhenItMattersMost







Followers to-date: 1,158 +33 followers since April 2019

### **Top Post by Impressions**

1,212 impressions, 30 clicks, 39 reactions, and 6 comments





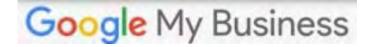




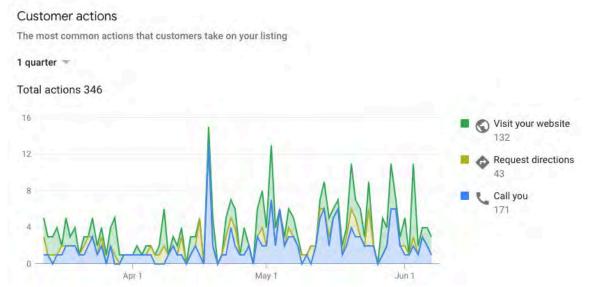
The information on Yelp pages is used when people are using Siri Search on iPhones or trying to look up business information on Apple Maps. We have had 56 leads come from Yelp between information pulled for July 2018 – June 10, 2019



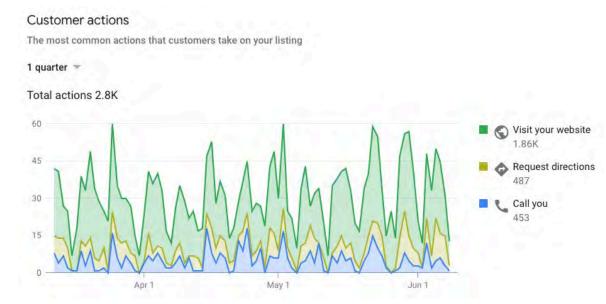




### **REMSA's Google My Business Insights**



### **REMSA Education's Google My Business Insights**

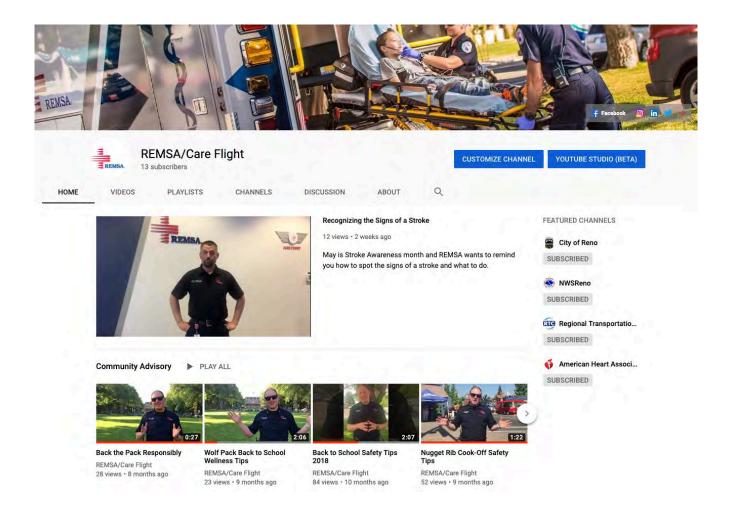


Franchise Compliance Report May 2019





REMSA regularly posts videos about topical matters such as safe sleep practices, wellness tips for special populations and general safety information. Subscribers to-date: 13







#### **REMSA Website Google Analytics**

May 1, 2019 - May 31, 2019: Sessions May 1, 2018 - May 31, 2018: Sessions 1,000



Overview of Site Data in April (Year-Over-Year Comparison)

- Sessions: 19% increase year-over-year
- Users: 19% increase year-over-year
- Pageviews: 9% increase year-over-year
- Pages / Session: 8% decrease year-over-year
- Avg. Session Duration: 3% decrease year-over-year
- Bounce Rate: 12% decrease year-over-year (a good thing!)

There are various ways people come to the REMSA website. We pay close attention to the following channels:

- Referral traffic is Google's method of reporting visits that came to your site from sources outside of its search engine, i.e. a partner website, news website, etc.
- Direct traffic is users who directly type your URL or visit through a bookmarked mechanism. Direct traffic can be related to strong brand awareness, as well.
- Organic search is natural ranking determined by search engine algorithms that can be optimized throughout the year.

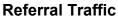
Sessions coming from direct traffic year-over-year in the month of May increased by 35% and referral sessions decreased by 4%. Organic search sessions increased by 29%.

















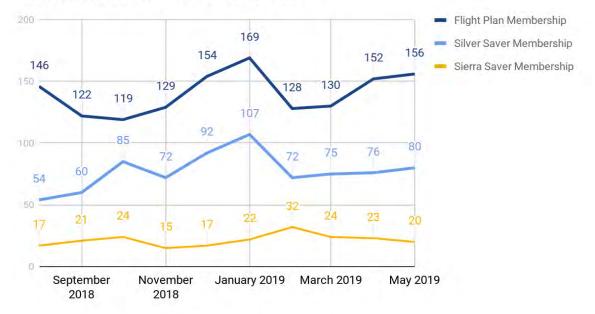
#### **Top 3 Referral Sites:**

- 1. REMSA Enrollware
- 2. KOLOTV.com
- 3. ADP

We have also implemented event tracking for three specific goals on the website: Membership Leads, Pay Your Bill Online and Phone Calls.

Website visitors who clicked to fill out a Membership form:

- Flight Plan Membership form: 156 website visitors clicked the external link to fill out the Flight Plan Membership form
- Silver Saver Membership: 80 website visitors clicked the external link to fill out the Silver Saver Membership form
- Sierra Saver Membership: 20 website visitors clicked the external link to fill out the Sierra Saver Membership form



Website Clicks on Membership Plans





• Website visitors who clicked to pay their bill online: 312



Website Clicks to Pay Bill Online





- Top 5 phone numbers that visitors clicked on:
  - o 775-858-5700 Main Phone Number 90 clicks
  - o 775-482-3377 Nurse Health Line in Northern Nye County 46 clicks
  - o 775-353-0739 Private Insurance 15 clicks
  - o 775-858-5745 Membership Questions 14 clicks
  - o 775-982-2620 Point of Impact 7 clicks



### REMSA 2018-19 Penalty Fund Reconciliation as of April 30, 2019

#### 2018-19 Penalty Fund Dollars Accrued by Month

Month	Amount
July 2018	7,899.78
August 2018	9,263.79
September 2018	6,652.17
October 2018	5,948.07
November 2018	7,298.64
December 2018	9,349.44
January 2019	8,486.91
February 2019	7,443.06
March 2019	9, 029.85
April 2019	6,398.64
May 2019	
June 2019	
Total Penalty Fund Dollars Accrued	\$77,770.35

#### 2018-19 Penalty Fund Dollars Encumbered by Month

Program	Amount	Description	Submitted
Public Service Announcement Web Header	1,400.00	Professional Services to design and implement header bar for remsahealth.com	January 2019
Bleeding Control Supplies for Regional Development	1,839.04	Tourniquets, Glow Sticks, Breachpens, Battle Boards and Load Out Bag Supplies for Armored Rescue Kits	January 2019
Bleeding Control Supplies for Regional Development	11,585.39	Bags, Battleboards, Breachpens, Cricothyrotomy Kits, Hypothermia Kits, Suction Devices and other misc. items for Armored Rescue Kits	March 2019
Bleeding Control Supplies for Regional Development	928.64	Miscellaneous items for Armored Rescue Kits (Pocket BVM, Patient Valves, Reservoir Bags, Naming tape)	April 2019
Child and Pedestrian Safety	6,987.25	500 Sports First Aid Kits	April 2019
Right Dose Phone Application	3,800.00	Annual License, Maintenance and RightDose PDF Basic PPP Interface	April 2019

\$51,230.03

Total encumbered as of 04/30/2019 \$26,540.32

Penalty Fund Balance at 04/30/2019

Franchise Compliance Report May 2019



### REMSA INQUIRIES May 2019

No inquiries for May 2019

DBOH AGENDA ITEM NO. 13



DD	10-
DHO	RP

### Staff Report Board Meeting Date: June 27, 2019

**TO:** District Board of Health

FROM: Joelle Gutman, Government Affairs Liaison 775-326-6044, jgutman@washoecounty.us

**THROUGH:** Kevin Dick, District Health Officer 775-328-2416, <u>kdick@washoecounty.us</u>

SUBJECT: Update regarding Bill Draft Requests and Bill Drafts for the 2019 Legislative session.

### **SUMMARY**

This is an update regarding bill draft requests (BDRs) or bill drafts which may be of interest to or impact the District Board of Health.

#### PREVIOUS ACTION

Each biennium, WCHD has monitored Legislative activities and acted on them as directed by the District Board of Health.

### BACKGROUND

Staff will monitor and provide comment on bill drafts, bills, and/or legislative action during the 2019 legislative session. DBOH will be briefed on these comments and activities during monthly 2019 meetings. These monthly briefings can be used for discussion and for any specific direction the DBOH would like to provide for the Health District's legislative actions.

### FISCAL IMPACT

Should the Board approve staff's recommendation, there will be no fiscal impact to the adopted (FY19) budget.

#### **RECOMMENDATION**

Staff recommends the Board accept the June 2019 legislative session update, provide their input on legislative priorities or concerns, and direct staff to monitor and act upon 2019 Legislative Session bill drafts affecting the Health District and/or public health.

#### POSSIBLE MOTION

A possible motion would be: Accept the June 2019 Nevada legislative session update, and [provide input and/or direction as DBOH may feel is appropriate].



### Housing

**SB103** Sponsored by the Senate Committee on Government Affairs. This bill authorizes a governing body to reduce or subsidize impact fees, fees for the issuance of building permits and fees imposed for the purpose for which an enterprise fund was created to assist in maintaining or developing a project for affordable housing if the project meets certain requirements and the governing body takes certain actions. This bill authorizes a governing body to reduce or subsidize for affordable housing only if:

- The project meets certain requirements relating to the affordability of the housing
- The governing body has adopted an ordinance setting forth criteria for a project to qualify for such assistance and the project satisfies such criteria
- The governing body makes a determination that reducing or subsidizing such fees will not impair any bond obligations or other obligations; and
- The governing body holds a public hearing concerning the effect of the reduction or subsidization on the economic viability of the general fund of the city or county and; if applicable, the economic viability of any affected enterprise fund
- Effective July 1, 2019

**SB104** Sponsored by the Senate Committee on Government Affairs requires the inclusion of certain reports as sources of information for the statewide low-income housing database maintained by the Housing Division of the Department of Business and Industry. The bill also requires owners of certain multifamily residential housing to report information quarterly to the Housing Division and requires local governments to cooperate with the Housing Division in providing information related to affordable housing. **Effective July 1, 2019.** 

**SB151** sponsored by Senator Ratti adds additional time for tenants to pay, leave the property, or challenge an eviction notice extending that time period from 4.5 judicial days to 7 judicial days. The bill also ensures a tenant receives at least 24 hours' notice before the sheriff or other officials come to remove them from property. The bill caps late fees on rent at 5% and tightens the rules regarding service of the notices for nonpayment of rent eviction. The bill gives additional rights to tenants when properties are sold. Under current law tenants in lease agreements can face eviction for no cause after only three days' notice. These changes ensure that tenants' lease agreements will be honored by their new landlords. And finally, the bill allows for the removal of essential items after a tenant has been evicted. **Effective July 1, 2019**.

**SB270** Sponsored by Senator Harris requires the Department of Health and Human Services to establish and administer the Nevada Housing Crisis Response System. The bill requires the Nevada Housing Crisis Response System to: (1) coordinate with social service agencies, local governments and nonprofit organizations to identify, assess, refer and connect persons who are transient, at imminent risk of homelessness or homeless to housing, assistance and services; (2) provide and operate a system for responding to a crisis that is accessible by such persons 24 hours a day, 7 days a week; (3) provide education or information on how such persons may access and use the System for responding to a crisis, and (4) develop certain prevention assistance programs to the extent that money is available. Effective July 1, 2019.

**\*\*SB425** Sponsored by Senator Canizzaro requires the Director of the Department of Health and Human Services to amend the State Plan for Medicaid to provide certain additional home and community-based services; and to the extent authorized provide tenancy support services. Eligible criteria could be based on any or all of the following housing situations:

- Chronically homeless (HUD) definition
- At risk of chronic homelessness
- Homeless
- Unstably housed
- Living in institutions or risk of institutional care
- Currently living in supportive housing
- \$621,000 dollars in general fund funding + federal match = \$2.6 million dollars (FY2020)
- \$1.3 million dollars in general fund funding + federal match = \$5.2 million dollars (FY2021)
- Effective July 1, 2019

**\*\* SB448** Sponsored by Senator Ratti. This bill provides for the issuance of transferable tax credits to a project for the acquisition, development, construction, improvement, expansion, reconstruction or rehabilitation or low-income housing.

- 20% of the residential units are restricted in the amount of rent charged to occupants whose income is 50% or less of the median gross income in the area
- 40% of the residential units are restricted in the amount of rent charged to occupants whose income in 60% or less
- Projected to build 600 units annually for 4 years
- Nevada currently has a shortfall of over 100,000 affordable homes in Nevada
- Effective January 1, 2020, Expires by January 1, 2030

**AB174** sponsored by Assemblyman Thompson, the bill establishes the Nevada Interagency Advisory Council on Homelessness to Housing in statute and prescribes the membership of the Council. The bill requires the Council to:

- Collaborate with state and local agencies on their responses to homelessness and promote cooperation among federal, state and local agencies to address homelessness
- Develop a strategic plan for addressing homelessness in this State.
- Establish a technical assistance committee to provide advice and information to assist the Council in developing the strategic plan
- Increase awareness of issues related to homelessness in this State
- Effective July 1, 2019

**AB476** sponsored by Assemblywoman Benitez-Thompson creates the Advisory Committee on Housing prescribing the membership, powers and duties and authorizes one Bill Draft Request for each regular session of the Legislature. **Effective July 1, 2019.** 

### **Public Health**

**SB94** Sponsored by the Senate Committee on Health and Human Services funds the existing Account for Family Planning (at a level of \$3 million per annum) for the purpose of awarding grants of money to local governmental entities and nonprofit organizations to provide certain family planning services including: the distribution of certain contraceptives, the installation of certain contraceptive devices, and the performance of certain contraceptive procedures. The bill requires family planning services paid for with money from the Account to be made available to all persons who would otherwise have difficulty obtaining such services, revises the types of contraception for which money from the Account may be used, authorizes the use of money from the Account to pay for voluntary sterilization for men, male condoms and certain federally recommended vaccinations. **Effective July 1, 2019.** 

**SB143** sponsored by Senator Kelvin Atkinson repeals, revises and reenacts provisions relating to background checks for certain sales or transfers of firearms and requires a licensed dealer of firearms to conduct a background check before a private party sale or transfer in certain circumstances. **Effective January 2, 2020.** 

**SB159** sponsored by Senator Joyce Woodhouse requires the board of trustees of each school district and the governing body of each charter school to adopt a policy concerning safe exposure to the sun. The bill authorizes the board and governing body to adopt a policy which includes teaching pupils practices for safe exposure to the sun to reduce the risk of skin cancer. The policy must provide:

- That sunscreen not be considered a medication sold over the counter
- Permission for a pupil who participates in an outdoor to wear protective clothing such as a hat and possess and self-administer sunscreen
- Effective July 1, 2019

**SB178** Sponsored by Senator Cancela creates the Council on Food Security within the Department of Health and Human Services, prescribes the membership and duties of the Council and creates the Food for People, Not Landfills Program. **Effective July 1, 2019.** 

**SB211** sponsored by the Senate Committee on Finance makes an appropriation for operating expenses of the Nevada Commission on Minority Affairs. **Effective July 1, 2019.** 

**\*\*SB263-** Sponsored by Senator Ratti requires various alternative nicotine and vapor products including electronic cigarettes, cigars, cigarillos, pipes, hookahs, vape pens, and other similar products and their components to be taxed as Other Tobacco Products. Requires wholesale and retail dealers of vapor products to obtain a license and wholesale dealers of those products be required to pay a 30% tax.

- Vapor products are now included in the Indoor Clean Air Act and vaping will now be prohibited wherever smoking is
- Removes criminal penalties for selling to minors but sets forth civil penalties for both the store clerk and owner/retail/license holder process

- Requires a signature of a person over 18 and that the packaging is clearly marked with the words "cigarette" or "tobacco" for internet sales
- \$2.5 million dollar appropriation to DHHS annually (WCHD will receive approximately \$200,000) for tobacco prevention efforts
- Effective January 1, 2020

**SB284** sponsored by Senator Parks creates the Advisory Task Force on HIV Exposure Modernization. This bill requires the Task Force to conduct a comprehensive examination during the 2019-2020 legislative interim of the statutes and regulations in this State related to the criminalization of exposing a person to the human immunodeficiency virus (HIV). This bill requires the Task Force to submit a report of its findings and recommendations to the Governor and the Legislative Counsel Bureau not later than September 1, 2020. Effective July 1, 2019.

**SB291** sponsored by Senator Ratti requires the State Board of Health, upon the recommendation of the Chief Medical Officer, to adopt regulations governing examinations and tests required for the discovery of preventable or inheritable disorders in infants. The bill generally requires testing for each disorder recommended by the Health Resources and Services Administration of the United States Department of Health and Human Services by not later than 4 years after the recommendation is made. Section 1 authorizes the exclusion of such a disorder from the required testing upon a request by the Chief Medical Officer based on: (1) insufficient funding to conduct testing for the disorder; or (2) insufficient resources to address the results of the examination and test. Section 1 additionally requires any required examinations and tests that must be performed by a laboratory to be sent to the State Public Health Laboratory. **Effective January 1, 2020.** 

**SB312** sponsored by Senator Woodhouse requires an employer in private employment to provide paid leave to each employee of the employer who has 50 or more employees in this State, at a minimum, to 0.01923 hours of paid leave for each hour worked that may be used by an employee beginning on the 90th calendar day of employment (40 hours paid leave per year for a full-time employee). An employee may use paid leave available for use by that employee without providing a reason to his or her employer for such use. **Effective January 1, 2020.** 

**SB366** sponsored by Senator Ratti establishes the profession and practice of dental therapy in chapter 631 of NRS. A dental therapist may practice only in the following settings:

- Hospitals
- Rural Health Clinics
- Federally Qualified Health Centers (FQHC)
- Tribal organizations
- School Based Health Centers
- Mobile Dental Units
- Effective January 1, 2010

**SB443** sponsored by the Senate Committee on Finance appropriates money to the Aging and Disability Services Division of the Department of Health and Human Services to increase the rates of reimbursement for congregate meals and home-delivered meals for food-insecure persons who are over 60 years of age. **July 1, 2019**.

**AB169** sponsored by Assemblywoman Monroe-Moreno establishes the Maternal Mortality Review Committee within the Department of Health and Human Services. Requires the Director of the Department of Health and Human Services to appoint various persons who are interested in maternal health and welfare as members of the Committee. Requires the Committee to:

- Review incidents of maternal mortality and, severe maternal morbidity in this State
- Disseminate findings and recommendations concerning maternal mortality and severe maternal morbidity to providers of health care, medical facilities, other interested persons and the public
- Publish an annual report consisting of data relating to maternal mortality and severe maternal morbidity
- Submit to the Legislature a biennial report containing a description of incidents reviewed by the Committee and recommendations to reduce maternal mortality and severe maternal morbidity in this State
- Effective January 1, 2020

**AB223** Sponsored by Assemblywoman Neal requires the Department of Health and Human Services to seek a federal waiver to provide certain dental care for persons with diabetes who are at least 21 years of age. Requires a health maintenance organization or managed care organization that provides health care services through managed care to recipients of Medicaid. **Effective July 1, 2019.** 

**AB252** Sponsored by Assemblywoman Benitez-Thompson revises the scope of communitybased living arrangement services. The bill imposes certain requirements relating to the operation of a provider of community-based living arrangement services, requires a provider of community-based living arrangement services to reimburse the Division of Public and Behavioral Health of the Department of Health and Human Services for certain overpayments to the provider, and revises requirements concerning the issuance or renewal of a license to provide community-based living arrangement services. **Effective on January 1, 2020.** 

**AB291** Sponsored by Assemblywoman Jauregui establishes provisions governing certain procedures for the issuance of extended orders of possessing or purchasing a firearm when a person poses a risk of personal injury to themselves or others. The bill prohibits certain acts relating to the modification of a semiautomatic firearm, reduces the concentration of alcohol that may be present in the blood or breath of a person while in possession of a firearm and makes it a crime to negligently store leave a firearm under certain circumstances. The bill prescribes certain acts and conduct which constitutes high-risk behavior for the issuance of such orders and authorizes a family or household member, or a law enforcement officer to file an application to obtain an extended order against a person who poses a risk of causing personal injury to themselves or others by possessing or acquiring a firearm. **Effective January 1, 2020.** 

**AB363** Sponsored by Assemblyman Thompson. The bill requires the Department of Motor Vehicles to waive the fee for a driver's license for certain homeless youth under 25 years and revises provisions requiring the DMV to provide a duplicate driver's license or duplicate identification card to a homeless person free of charge in certain circumstances. The bill also

revises provisions requiring the State Registrar to provide certain certificates to a homeless person free of charge in certain circumstances. **Effective January 1, 2020.** 

**AB533** Sponsored by the Senate Committee on Finance creates the Cannabis Advisory Commission, prescribes the membership and duties of the Commission, creates the Cannabis Compliance Board and transfers the authority to license and regulate persons and establishments engaged in certain activities relating to cannabis from the Department of Taxation to the Board. The bill repeals, reenacts, revises and reorganizes certain provisions related to cannabis and establishes requirements related to the delivery of cannabis and cannabis products to a consumer. The bill also revises provisions relating to inventory control systems. Additionally the bill prohibits a local government from licensing a business that allows consumption of cannabis on its premises and requires the Department of Health and Human Services to adopt regulations relating to certain commodities or products made using industrial hemp and certain similar products. **This bill was effective June 6, 2016.** 

**SB544** Sponsored by the Senate Committee on Health and Human creates the Patient Protection Commission, prescribes the membership of the Commission and establishes procedures of the Commission. The bill requires the Commission to systematically review issues related to the health care needs of the residents and the quality, accessibility and affordability of health care in this State. This bill authorizes the Commission to request the drafting of not more than three legislative measures for each regular session. **Effective June 7, 2019.** 

**ACR7** (Assembly Concurrent Resolution No. 7) Sponsored by the Assembly Committee on Judiciary directs the Legislative Commission to appoint a committee to conduct an interim study of issues relating to driving under the influence of marijuana. This resolution becomes effective upon passage. **Enrolled and delivered to Secretary of State on June 7, 2019.** 

### **Mental Health**

**SB37** Sponsored by the Committee on Commerce and Labor expands the scope of practice for Marriage and Family Therapists (MFT) and Clinical-Professional Counselors (CPC) and aligns Nevada with 49 other states. The bill authorizes MFTs and CPCs to diagnose and treat psychotic disorders and permits CPCs to work with couples and families. **Effective January 1, 2020.** 

**SB80** Sponsored by the Committee on Education renames the Safe Talk program to the Safe-To-Tell program within the Office of Safe and Respectful Learning Environment within the Department of Education and establishes a Handle with Care program. The program requires law enforcement to notify the Handle with Care program of certain information about a child who attends a public school and has been exposed to a traumatic event. Traumatic Events include:

- Domestic violence in the presence of a child
- Death of a parent or member of household
- Arrest of a parent or guardian in the presence of a child
- Child abuse or neglect
- Effective January 1, 2021

**SB204** Sponsored by Senator Spearman requires a policy for the prevention of suicide to be adopted for every school (private and public) and certain plans to address the needs of high risk

students. Requiring the Department of Education to adopt a model policy for responding to suicides, a plan for response to a crisis, emergency or suicide at a school. The bill requires all pupils and school staff to receive training in the prevention of suicide; requiring a course in health to include instruction concerning mental health and revises the contents of certain suicide prevention training provided to certain law enforcement agencies. The bill authorizes the denial or revocation of a license to operate a private school for failure to adopt such a policy. UNFUNDED MANDATE. Effective on July 1, 2021.

**SB483** sponsored by Senator Spearman. Existing law creates within the Department of Health and Human Services a Statewide Program for Suicide Prevention and requires the Program to carry out training programs for suicide prevention for law enforcement personnel, providers of health care, school employees and other persons who have contact with persons at risk of suicide. This bill expands the training requirement to family members of veterans, members of the military and other persons at risk of suicide. **Effective July 1, 2019** 

**\*\*AB66** Brought forth by the Washoe County Regional Behavioral Health Policy Board and sponsored by the Assembly Committee on Health and Human Services authorizes Division of Behavioral and Public Health to issue a holder of a license to operate a psychiatric hospital to obtain an endorsement as a Crisis Stabilization Center (CSC). The bill defines Crisis Stabilization Centers and requires services provided by CSCs to be Medicaid reimbursable. Additionally the bill requires the State Board of Health to adopt regulations providing for the licensure and regulation of providers of "nonemergency secure behavioral health transport services." **Effective January 1, 2020.** 

**AB85** Brought forth by the Northern Nevada Regional Behavioral Health policy Board and sponsored by the Assembly Committee on Health and Human Services revises regulations governing involuntary psychiatric holds (Legal 2000) and updates the definition of a person who meets criteria to have a legal hold places on them to a from "person with a mental illness" to more a more accurate description of a "person in a mental health crisis." The bill updates provisions regulating administration of medication and requires hospitals to track Legal 2000 admissions. The bill makes changes differentiating between voluntary and involuntary holds, clarifies the judicial process for extending holds and makes various other changes. **The bill became effective May 15, 2019.** 

**AB114** Sponsored by Assemblyman Ellison requires each school district's board of trustees to submit a report to the Department of Education by March 2020 concerning:

- Courses of study in the prevention of suicide offered to pupils
- Trainings and description of trainings provided to school staff
- Number of incidents of suicide, attempted suicide, or suicidal ideation
- Effective July 1, 2019

**AB367** sponsored by Assemblyman Yeager establishes the preferred manner of referring to persons affected by addictive disorders and other terms related to such persons in the Nevada Revised Statutes and the Nevada Administrative Code. The bill requires the Legislative Counsel, to the extent practicable, to ensure that persons affected by addictive disorders are referred to in

Nevada Revised Statutes using language that is commonly viewed as respectful and sentence structure that refers to the person before referring to his or her disorder, and provides that it is the policy of this State that such persons are referred to in a similar manner in the Nevada Administrative Code. Effective July 1, 2019

- Example of preferred language:
  - "Person with addictive disorder"
  - "Person with substance abuse disorders"
- Example of words that are not preferred include:
  - o "Addict"
  - o "Alcoholic"
  - o "Alcohol abuser"
  - o "Drug addict"
  - o "Drug abuser"
  - o "Substance abuser"

#### **Emergency Management Services**

**SB15** Sponsored by the Senate Committee on Government Affairs. Existing law authorizes the Governor or the Governor's duly designated representative to create and establish mobile support units to reinforce organizations for emergency management in areas stricken by a disaster or emergency. This bill changes the name of these mobile support units to incident management assistance teams and authorizes volunteers trained in responding to an emergency or disaster from an organization that provides such volunteers to serve as members of an incident management assistance team. **Effective July 1, 2019.** 

**SB35** Sponsored by the Senate Committee on Government Affairs creates the Nevada Resilience Advisory Committees sets forth the membership and duties of the Committee and provides certain exceptions to the open meeting law. The bill aims to streamline grant processes, commissions, boards and committees while sustaining emergency management and homeland security capacity and advising the Division of Emergency Management of the Department of Public Safety. **This bill was effective May 29, 2019.** 

**SB66** sponsored by the Senate Committee on Government Affairs renames the State Disaster Identification Team to the State Disaster Identification Coordination Committee, and requires providers of health care to report to the Committee information regarding any person who comes or is brought in for treatment of an injury which was inflicted as a result of certain emergencies, disasters, or from an illness contracted during certain health events. **Effective May 29, 2019.** 

**SB68** Sponsored by the Senate Committee on Government Affairs. The Uniform Emergency Volunteer Health Practitioners Act authorizes a provider of health or veterinary services who is registered with a registration system for volunteer health practitioners to provide health or veterinary services in Nevada for an entity operating in Nevada that uses voluntary health practitioners in circumstances relating to an emergency, while an emergency declaration is in effect. This bill provides for the expedited granting of provisional registration through that registration system to a volunteer provider of health or veterinary services while an emergency declaration is in effect and requires the Division of Emergency Management of the Department

of Public Safety to adopt regulations which provide for the procedures for the granting of such provisional registration. **Effective May 14, 2019.** 

**AB45** Sponsored by the Assembly Committee on Judiciary Creates and sets forth the duties of the Nevada Threat Analysis Center and the Nevada Threat Analysis Center Advisory Committee in the Investigation Division of the Department of Public Safety. The bill makes certain information relating to the Center and the Advisory Committee confidential. The bill authorizes the Advisory Committee to hold a closed meeting for certain purposes. **Effective July 1, 2019.** 

**AB206** Sponsored by Assemblyman McCurdy requires the Chief of the Division of Emergency Management of the Department of Public Safety to develop written plans for the mitigation of, preparation for, response to, and recovery from emergencies or disasters. This bill prescribe the contents of each of these plans and requires the Chief to annually review each plan and revise the plan as necessary. This bill requires the Department of Health and Human Services to develop a written plan to address behavioral health needs in an emergency or disaster and requires the Department to annually review the plan and revise the plan as necessary. **Effective July 1, 2019.** 

### Air Quality

**SB42** Sponsored by the Senate Committee on Growth and Infrastructure repeals the provisions of chapter 486A of NRS, relating to the requirement of alternative fuels in public fleets of motor vehicles in Clark and Washoe Counties. **Effective May 29, 2019.** 

**SB254** sponsored by Senator Brooks. Existing law requires the State Department of Conservation and Natural Resources to issue, at least every 4 years, a statewide inventory of greenhouse gases released in the State, including the origins, types and amounts of the greenhouse gases. This bill requires the Department to submit an annual report that includes a statewide inventory of greenhouse gas emissions and a projection of annual greenhouse gas emissions in this State for the 20 years following the date of the report. For each year of the inventory and projection, the bill requires a statement of the sources and amounts of greenhouse gas emissions and a mounts of greenhouse gas emissions from the following sectors: (1) electricity production; and (2) transportation. For the first year and every fourth year thereafter, the following sectors: (1) industry; (2) commercial and residential; (3) agriculture; and (4) land use and forestry. This bill also requires the report to provide policies that could achieve reductions in greenhouse gas emissions and a qualitative assessment of whether such policies support long-term reductions of greenhouse gas emissions to zero or near-zero by the year 2050. **Effective October 1, 2019.** 

**SB299** Sponsored by Senator Brooks. Existing law creates an Electric Vehicle Infrastructure Demonstration Program. This bill provides that a public utility may include in its annual plan to promote or incentivize the deployment of electric vehicle infrastructure an incentive whereby a public school may receive 75 percent of the cost to install electric vehicle infrastructure or a school district may receive 75 percent of the cost to purchase electric vehicles for transporting students. **Effective July 1, 2019.** 

**SB428** sponsored by the Senate Committee on Growth and Infrastructure makes it unlawful to park a vehicle in a parking space designated for electric vehicle charging unless the vehicle is being charged. Effective October 1, 2019.

**AB483** sponsored by the Assembly Committee on Growth and Infrastructure requires the Department of Motor Vehicles to conduct a pilot program to gather data on mileage, type of vehicle and type of fuel systems from certain motor vehicles in this State. The bill requires vehicle owners to report mileage shown on the odometer at the time of registration, renewal or transfer. The DMV will provide a report based on the data gathered to the Legislature and the Chairs of the Assembly and Senate Standing Committees on Growth and Infrastructure every 6 months. Effective October 1, 2019 and expires on December 31, 2026.

### **Environmental Health**

**AB175** Sponsored by Assemblywoman Peters. This bill provides for the provisional registration of environmental health specialist trainees and revise the requirements for application for provisional registration to engage in the practice of environmental health as an environmental health specialist trainee. The bill authorizes the issuance of temporary registrations to engage in the practice of environmental health to certain persons who hold a valid and unrestricted registration, certification or license to engage in the practice of environmental health in another state and who meet all the qualifications for registration in this State. Revises the definition of the practice of environmental health. Renames the Board as the Board of Environmental Health Specialists and revises the qualifications of members and the process by which the members are selected and its officers elected. The bill also revises the provisions governing the fees collected from the board. **Effective July 1, 2019**.

### **Bills That Died**

**\*\*AB97** Sponsored by the Assembly Committee on Health and Human Services establishes an account and allocates certain money to address public health needs. **Died on April 13, 2019** (first house committee passage deadline).

**AB295 Sponsored** by Assemblywoman Bilbray-Axelrod requires the board of trustees of a school district to establish a course or unit of course of evidence-based, factual instruction in sexuality education and requires the school district to provide a form for the parent or guardian to refuse to authorize a pupil's participation in specific lessons or the entire course. The bill was never heard and **died on April 13, 2019** (first house committee passage deadline).

### **Killed Bills**

**SB418** sponsored by Senator Ohrenschall **a**llows for the sale of raw milk to be sold anywhere in the state if the milk has been certified that the milk in compliance with certain standards and requirements enforced by the county milk commission. The bill revises the composition of a county milk commission and exempts all rules and regulations for a person owning five or less lactating dairy cows, ten or less sheep and goats that sells the milk directly to a consumer on the premises the milk is produced. The measure was passed out of the Senate 16-5 and referred to Assembly Health and Human Services, however the bill did not receive hearing and **died on May 18, 2019** (second house committee passage deadline).

**AB123** sponsored by Assemblywoman Munk originally required immunization exemptions to be submitted to certain public health agencies by the school districts. The bill allowed for the public health officer to share the information with certain other state and local public health authorities. Additionally the bill required that a medical or religious exemption be submitted annually, before the beginning of each school year. The bill was amended drastically, removing a public health agencies' ability to obtain information from the school districts and thus respond quickly and effectively to an outbreak. As amended the bill changed the notification process of an outbreak, and allowed for a religious or medical exemption to be valid for the duration of a pupil's enrollment in the school district. As amended Immunize Nevada, the Public Health Association, The Nevada Medical Association and The Washoe County Health District withdrew their support, and opposed the bill. The bill passed out of the Assembly unanimously (41-0), and was referred to the Senate Committee on Education. The bill was never heard in the Senate and **died on May 18, 2019**(second house committee passage deadline).

**AB231** sponsored by Assemblyman Carillo as introduced required a wireless testing device be used to conduct emissions tests and that emissions tests were only required on motor vehicles built after 1996. With an amendment proposed by the bill sponsor all but one section of the bill was gutted, leaving only a portion relating to requiring the transfer or registration from a vehicle dealer to any person who buys or exchanges a motor vehicle if evidence of compliance was issued within 180 days before the transfer (revised from 90 days). **Effective October 1, 2019** 

#### \*\* Washoe County District Board of Health 2019 Legislative Priority Bill

					20	)19 Le	egisla	tive	Sumr	nary				
AB/SB	Bill#	Text	Sponsor	Status	Summary	Division	Track/ Monitor	Testify	Support/ Oppose	Evaluation	Hearing	Results	Next Hearing	Results
AB	4	.state.nv.us/App /NELIS/REL/80th 2019/Bill/5889/ Overview	Assembly Committee on Government Affairs	No further action	Authorizes cities to create a district for a city fire department	ODHO, EPHP	Track	No	Neutral	Sparks to create a Fire District. This will allow transport options and an additional tax. If enacted and Reno or Sparks establish Fire Protection Districts the interlocal agreement for Regional EMS Oversight might no longer	2/19/19 Assembly Committee on Gov't Affairs	Heard	4/15/19 Assembly Government Affairs	Waiver granted effective: April 12, 2019
AB	19	<u>.state.nv.us/App</u> /NELIS/REL/80th 2019/Bill/5905/ Overview	Assembly Committee on Judiciary	Approved	Revises provisions related to certain temporary and extended orders for protection	ODHO, EPHP	Track	No	Support	temporary or extended orders for protection, extends the time period that these orders are effective, and increases the penalties for violation of these orders. The bill prohibits the introduction of testimony as to the	6/10/19 Approved by the Governor			
AB	45	.state.nv.us/App /NELIS/REL/80th 2019/Bill/5945/ Overview	Assembly Committee on Judiciary	Approved	Creates the Nevada Threat Analysis Center and the Nevada Threat Analysis Center Advisory Committee in the Investigation Division of	ODHO, EPHP	Track	No	Support	the Investigation Division of the Department of Public Safety to collect information regarding potential threats to public safety; and analyze and provide this information governmental agencies or a private entity as	5/14/19 Approved by the Governor			
AB	47	<u>.state.nv.us/App /NELIS/REL/80th 2019/Bill/5947/ Overview</u>	Assembly Committee on Health and Human Services	No further action	Makes an appropriation to the Division of Public and Behavioral Health of the Department of Health and Human Services to establish a pilot program	ODHO, EPHP, CCHS	Monitor	Yes	Support	crises response program. This bill is for certain counties: (although not stated in the bill) Elko, Eureka, Humboldt, Lander, Lincoln, Pershing and White Pine Counties (rural behavioral health policy board) The bill	4/22/19 Committee on HHS	Amended. Re referred to Committee on Ways and Means. Exemption	4/23/19 From printer	To committee
AB	49	<u>.state.nv.us/App /NELIS/REL/80th 2019/Bill/5949/ Overview</u>	Assembly Committee on Health and Human Services	Approved	Revises provisions relating to the monitoring of prescriptions for controlled substances	ODHO, EPHP, CCHS	Track	No	Support	has a direct impact on the Health District. It is making changes to NRS 441A which does deal with the reporting of communicable disease. Communicable disease is reportable to local health authorities. However, the	5/14/19 Approved by the Governor			
AB	54	<u>.state.nv.us/App /NELIS/REL/80th 2019/Bill/5954/ Overview</u>	Assembly Committee on Growth and Infrastructure	Approved	Repeals certain provisions relating to energy efficiency.	ODHO, AQM,	Track	No	Support	related to energy efficiency. The amended language for the bill allows the Governor's Office of Energy to establish regulations that require improved levels of energy efficiency performance from lightbulbs thereby	5/27/19 Approved by the Governor			
AB	63	.state.nv.us/App /NELIS/REL/80th 2019/Bill/5988/ Overview	Assembly Committee on Growth and Infrastructure	Approved	Revises provisions governing vehicles.	AQM	Track	No	Support	No fiscal impact as funds will continue to be distributed through the process established in NRS 445B.830	5/8/19 Approved by the Governor			

		.state.nv.us/App /NELIS/REL/80th	Assembly Committee on Health and	-	Provides for the establishment of crisis					Behavioral Health Policy Board. It requires NDPBH to establish a center to provide crisis stabilization services in Counties with a	6/3/19 Approved by		
AB	66	<u>2019/Bill/5991/</u> <u>Overview</u>	Human Services	Approved	stabilization centers in certain counties	ODHO	Monitor	Yes	Support	population of 100,000 of more. Provides this may be done through contract with provider.	the Governor		
AB	70	<u>.state.nv.us/App /NELIS/REL/80th 2019/Bill/6012/ Overview</u>	Assembly Committee on Government Affairs	Approved	Revises provisions governing the Open Meeting Law	ODHO	Track	No	Neutral	The amendment removes all provisions from the original bill that would have negatively impacted the Health District. The amended bill extends the retention time for audio recordings of meetings from 1 year to 3 years	6/12/19 Approved by the Governor		
AB	71	<u>.state.nv.us/App /NELIS/REL/80th 2019/Bill/6014/ Overview</u>	Assembly Committee on Government Affairs	Approved	Makes various changes concerning expenditures related to disasters and emergencies	ODHO, EPHP	Track	No	Neutral	This is bill has two aspects for emergency funds and the mechanism to distribute/receive those funds. The first is tribal gov't and second is borrowing from State general fund if emergency fund isn't sufficient	6/12/19 Approved by the Governor		
AB	73	.state.nv.us/App /NELIS/REL/80th 2019/Bill/6016/ Overview	Assembly Committee on Taxation	Approved	Provides for additional sources of funding for services and affordable housing for persons who are homeless or indigent	ODHO	Track	No	Support	through an annual surcharge on sewer service	6/3/19 Approved by the Governor		
AB	76	<u>.state.nv.us/App /NELIS/REL/80th 2019/Bill/6019/ Overview</u>	Assembly Committee on Health and Human Services	Approved	Revises provisions relating to regional behavioral health policy boards	ODHO	Track	No	Support	Behavioral Health Policy Board's bill. This bill does the following: 1) Adds Lincoln County to the SNBHPB. 2) Grants some leeway for certain board appointments (psychiatrist/psychologist, private/public	6/3/19 Approved by the Governor		
AB	85	<u>.state.nv.us/App /NELIS/REL/80th 2019/Bill/6041/ Overview</u>	Assembly Committee on Health and Human Services	Approved	Revises provisions governing mental health	ODHO, CCHS	Monitor	Yes	Support	holds (legal 2000). It replaces "person with mental illness" to "person in a mental health crisis" and defines mental health crisis, defines the criteria needed for an individual to be placed on a legal hold (section 4), requires	5/15/19 Approved by the Governor		
AB	106	<u>.state.nv.us/App /NELIS/REL/80th 2019/Bill/6107/ Overview</u>	Assemblywom an Lisa Krasner	No further action	Makes an appropriation to Crisis Support Services of Nevada.	ODHO	Track	No	Support	The Health District supports funding for additional staffing for the Crisis Call Center for the crucial services they provide.	2/25/19 Ways and Means	Notice of exemption	
AB	114	.state.nv.us/App /NELIS/REL/80th 2019/Bill/6131/ Overview	Assemblyman John Ellison	Approved	Revises provisions governing the prevention of suicide by pupils.	ODHO	Monitor	Yes	Support	school district and the governing body of each charter school to submit to the Department of Education certain information concerning: (1) courses of study for pupils in the prevention of suicide; (2) training for teachers and	5/23/19 Approved by the Governor		

AB	116	.state.nv.us/App /NELIS/REL/80th 2019/Bill/6137/ Overview	Assembly Committee on Health and Human Services	No further action	Provides for an actuarial study to determine the cost of revising certain Medicaid reimbursement rates.	ODHO, AHS, CCHS	Track	No	Support	the cost of establishing Medicaid reimbursement rates that are 90% of the Medicare rates. Increased rates would increase access to services.Amendment allows for the state to apply for grants and	4/15/19 Assembly Committee on HHS	Amended. Referred to Committee on Ways and Means. Exemption	4/16/19 From printer. To Engrossment. Engrossed.	First reprint. To committee.
AB	124	.state.nv.us/App /NELIS/REL/80th 2019/Bill/6168/ Overview	Assemblywom an Connie Munk	Approved	Requires a hospital or independent center for emergency medical care to take certain actions when treating a female victim of sexual assault.	ODHO, EPHP	Track	No	Support	Requires a hospital or independent center for emergency medical care to provide certain information to a victim of sexual assault or attempted sexual assault.	5/15/19 Approved by the Governor			
AB	129	.state.nv.us/App /NELIS/REL/80th 2019/Bill/6179/ Overview	Assemblyman Sprinkle	Approved	Requires certain first responders to receive certain training concerning persons with developmental disabilities.	EPHP	Track	Yes	Neutral	subject of developmental disabilities, two hours of in-person training at the time of certification and then every renewal there after. This would be for several professions: licensed physician, licensed physician	6/3/19 Approved by the Governor			
AB	133	.state.nv.us/App /NELIS/REL/80th 2019/Subscriber /Subscription/M	Assemblymen McCurdy II, Flores, Carrillo, Brooks, Diaz, Joiner and	Approved	Revises provisions governing runaway or homeless youth.	ODHO	Track	No	Support	relating to homeless youth as a subpopulation of the homeless population with complex and different needs than the adult homeless population; and (2) declares that it is consistent with the Legislature's intent that	5/15/19 Approved by the Governor			
AB	141	<u>.state.nv.us/App /NELIS/REL/80th 2019/Bill/6208/ Overview</u>	Assemblywmn Hardy, Assemblyman Roberts	Approved	Prohibits a pharmacy benefit manager from imposing certain limitations on the conduct of a pharmacist or pharmacy.	ODHO	Track	No	Support	benefit manager (PBM) or insurer and a pharmacist or pharmacy may not restrict or penalize a pharmacist's or pharmacy's disclosure to a patient concerning the availability of a less expensive alternative or	6/3/19 Approved by the Governor			
AB	157	<u>.state.nv.us/App /NELIS/REL/80th 2019/Bill/6243/ Overview</u>	Assemblyman John Hambrick, John Ellison, Assemblywom an Jill Tolles .	No further action	Provides certain protections and services for victims of human trafficking.	ODHO	Track	No	Neutral	Ab 137 seeks to require coordination of services between law enforcement and state and local agencies for victims of human trafficking as well as providing education in schools on human trafficking. The original language was comprehensive in the	5/7/19 Assembly Ways and Means	Resd third time. Passed as amended. To Senate	5/8/19 In Senate. Referred to Committee on Judiciary	To committee
AB	166	<u>.state.nv.us/App</u> /NELIS/REL/80th 2019/Bill/6253/ Overview	Assemblywom an Jill Tolles	Approved	Revises provisions relating to prostitution	ODHO, CCHS	Monitor	Yes	Support	The bill expands the criminal statutes for prostitution to include the business owners and/or landlords who have knowledge that their businesses and/or properties are being used for prostitution.	6/5/19 Approved by the Governor			
AB	169	<u>.state.nv.us/App /NELIS/REL/80th 2019/Bill/6257/ Overview</u>	Assemblywinn Moreno, Miller, Axelrod, Thompson, Assemblyman	Approved	Establishes the Maternal Mortality Review Committee.	ODHO, EPHP, CCHS	Track	No	Support	Establishes the Maternal Mortality Review Committee; requiring the Committee to review each incident of maternal mortality and severe maternal morbidity.	5/3/19 Approved by the Governor			

AB	170	.state.nv.us/App /NELIS/REL/80th 2019/Bill/6259/ Overview	Assemblywom an Ellen Spiegel	Approved	Revises provisions relating to health insurance coverage.	CCHS	Track	No	Support	Adds to NRS Affordable Care Act-like provisions, i.e., out of network, insuring regardless of health status. Helps asssure access to care.	5/15/19 Approved by the Governor			
AB	174	<u>.state.nv.us/App</u> /NELIS/REL/80th 2019/Bill/6275/ Overview	Assemblyman Tyrone Thompson, Assemblywom an Bea Duran, Assemblyman	Approved	Establishes the Nevada Interagency Advisory Council on Homelessness to Housing.	ODHO	Track	No	Neutral	Interagency Advisory Council on Homelessness to Housing and prescribes membership. The Council is required to: (1) coordinate the response of state and local agencies to homelessness and promote	6/3/19 Approved by the Governor			
AB	175	<u>.state.nv.us/App</u> /NELIS/REL/80th 2019/Bill/6278/ Overview	Assemblywom an Sarah Peters	Approved	Revises provisions governing environmental health specialists.	EHS	Monitor	Yes	Neutral	current law pertaining to REHSs. It is not clear why the bill is necessary. Provisions of the bill seem overly broad and it is unclear how expansive it might be applied. For instance is the District Health Officer	6/3/19 Approved by the Governor			
AB	176	<u>.state.nv.us/App /NELIS/REL/80th 2019/Bill/6279/ Overview</u>	Assemblyman Steve Yeager, Senator Nicole Cannizzaro	Approved	Enacts the Sexual Assault Survivors' Bill of Rights.	ODHO, CCHS	Track	No	Neutral	Enacts the Sexual Assault Survivors' Bill of Rights.	6/7/19 Approved by the Governor			
		.state.nv.us/App	Assemblywoin									Notice of		
AB	185	/NELIS/REL/80th 2019/Bill/6288/ Overview	an Ellen Spiegel, Assemblywom an Shannon Bilbray-	No further action	Revises provisions relating to insurance coverage of prescription drugs.	ODHO, CCHS	Track	No	Support	Allows credit toward deductible for Rx purchases.	4/22/19 Assembly Commerce and Labor	eligibility for exemption. Amended. Re- referred to Committee	4/23/19 Assembly Ways and Means, from printer	Engrossed. First reprint.To committee
AB		/NELIS/REL/80th 2019/Bill/6288/	Spiegel, Assemblywom an Shannon	action	relating to insurance coverage of prescription	CCHS	Track	No	Support	purchases. Frovides 31 minior appropriation per annum for the biennium to be used to provide funds to Counties with population of less than 100,000 to provide Mobile Outreach Safety Team services. The appropriation is not included in the executive budget. This would	Assembly Commerce	eligibility for exemption. Amended. Re- referred to	Assembly Ways and Means, from	First reprint.To
	191	/NELIS/REL/80th 2019/Bill/6288/ Overview .state.nv.us/App /NELIS/REL/80th 2019/Bill/6294/	Spiegel, Assemblywom an Shannon Bilbray- Assemoryman Al Kramer, Assemblywom an Robin Titus, Senator Joseph	action No further	relating to insurance coverage of prescription drugs. Makes an appropriation to the Division of Public and Behavioral Health of the Department of Health and Human Services to award	CCHS				purchases. Provides 31 minior appropriation per annum for the biennium to be used to provide funds to Counties with population of less than 100,000 to provide Mobile Outreach Safety Team services. The appropriation is not	Assembly Commerce and Labor 2/25/19 Assembly Ways and	eligibility for exemption. Amended. Re referred to <u>Committee</u> Notice of	Assembly Ways and Means, from	First reprint.To

AB	212	.state.nv.us/App /NELIS/REL/80th 2019/Bill/6329/ Overview	Assemblywom an Alexis Hansen	Approved	Revises provisions governing the confidentiality of personal information of certain persons.	ODHO	Track	No	Neutral	Enforcement of public health regulations can be considered tasks related to code enforcement. Requires Diffus to apply for a warver to	5/25/19 Approved by the Governor		
AB	223	<u>.state.nv.us/App /NELIS/REL/80th 2019/Bill/6387/ Overview</u>	Assemblywom an Dina Neal	Approved	Requires the Department of Health and Human Services to seek a federal waiver to allow certain dental care for persons with diabetes to be	ODHO, CCHS	Track	No	Neutral	provide Medicaid coverage for dental care for persons 21 and older with diabetes. Appropriates \$7 million each year of the biennium. This is a significant appropriation and it is uncertain that this is the best use of bin amendment removes an ranguage related	6/5/19 Approved by the Governor		
AB	231	.state.nv.us/App /NELIS/REL/80th 2019/Bill/6405/ Overview	Assemblyman Richard Carillo	Approved	Revises provisions governing automobile emissions.	AQM	Monitor	Yes	Support	to the tablet solution for OBD testing and pre- 1996 vehicle exemption from tailpipe testing. Amended bill no longer has any impact on emissions or AQM State Implementation Plans. The bill is supported with the	5/14/19 Approved by the Governor		
AB	232	<u>.state.nv.us/App /NELIS/REL/80th 2019/Bill/6408/ Overview</u>	ns Sprinkle, Yeager, Monroe- Moreno, Benetez-	Approved	Makes various changes to provisions governing hospitals.	ODHO	Track	No	Support	psychiatric, rural or critical access hospitals to participate as a provider for Medicare. This could provide additional service resources for members of the community that are Medicare recipients without potential financial burden	6/5/19 Approved by the Governor		
AB	239	<u>.state.nv.us/App /NELIS/REL/80th 2019/Bill/6425/ Overview</u>	Assembly Committee on HHS	Approved	Revises provisions governing prescriptions for controlled substances.	ODHO, CCHS	Track	No	Support	prescribing controlled substances for the treatment of pain from NAC 639 regulations and places them in Statute. It reduces requirements for prescriptions of 30 days or less. It removes consideration of certain	6/3/19 Approved by the Governor		
AB	252	<u>.state.nv.us/App /NELIS/REL/80th 2019/Bill/6457/ Overview</u>	Assemblywolf en Thompson, Carlton, Senators Kieckhefer, Parks	Approved	Revises provisions relating to providers of community-based living arrangement services.	ODHO	Track	No	Support	community based living arrangement services and requires facilities be licensed as supportive living arrangement services to serve individuals with developmental disabilities.	6/3/19 Approved by the Governor		
AB	254	.state.nv.us/App /NELIS/REL/80th 2019/Bill/6459/ Overview	Assemblywom an Neal	Approved	Revises provisions relating to sickle cell anemia	EPHP	Track	No	Neutral	Health District; it appear to be to impact to the Health District; it appears all of the requirements pertain to the Division of Public and Behavioral Health and other statewide entities. It also appears that there will be a need to promulgate regulations to implement	6/3/19 Approved by the Governor		
AB	261	<u>.state.nv.us/App /NELIS/REL/80th 2019/Bill/6475/ Overview</u>	Assemblywom an Krasner	Approved	Revises provisions relating to the safety of children in public schools.	ODHO	Track	No	Support	to receive training on the personal safety of children. Requires Dept. of Ed to develop recommendation for use by school districts and charter schools for methods of reporting incidents, referral or children with respect to	6/5/19 Approved by the Governor		

AB	291	<u>.state.nv.us/App /NELIS/REL/80th 2019/Bill/6530/ Overview</u>	Assemblywom an Jauregui	Approved	Revises provisions relating to public safety.	ODHO	Track	No	Support	make a semi-automatic weapon function like and automatic weapon. Lowers the blood alcohol level of someone in possession of a firearm to 0.08. Removes State preemption provisions to allow local governments to The FDA has recently brought to light	6/14/19 Approved by the Governor			
AB	303	.state.nv.us/App /NELIS/REL/80th 2019/Bill/6559/ Overview	Assemblyman Wheeler	Approved	Provides for the regulation of kratom products.	ODHO, EHS	Track	No	Support	emerging issues and concerns related to the increasingly more popular drug kratom, including: the effects from the two identified pyschoactive chemicals present in the plant; the presence of opioid compounds; the effects	6/5/19 Approved by the Governor			
AB	310	.state.nv.us/App /NELIS/REL/80th 2019/Bill/6569/ Overview	Assemblyman Frierson	Approved	Revises provisions regarding the manner in which prescriptions are given to pharmacies.	CCHS	Track	No	Support	Will require prescriptions to be sent electronically.	6/3/19 Approved by the Governor			
AB	316	<u>.state.nv.us/App /NELIS/REL/80th 2019/Bill/6576/ Overview</u>	Tolles, Hansen, Assemblyman Roberts, Leavitt, Ellison,	Approved	Revises provisions relating to driving under the influence of alcohol or a prohibited substance.	CCHS	Track	No	Support	condition of parole. It may incentive	6/6/19 Approved by the Governor			
AB	317	<u>.state.nv.us/App /NELIS/REL/80th 2019/Bill/6577/ Overview</u>	Assemblywmn Carlton	Approved	Revises provisions governing the licensing and operation of certain medical facilities	CCHS	Track	No	Neutral	appears to be applicable to Clark County. Existing law authorizes the State Board of Health to adopt regulations requiring the licensing of facilities that provide medical care or treatment but are not required by law	6/14/19 Approved by the Governor			
AB	326	<u>.state.nv.us/App /NELIS/REL/80th 2019/Bill/6592/ Overview</u>	Assemblyman McCurdy, Wheeler, Fumo, Roberts, Assemblywmn Peters, Senator		Establishes a program to provide loans to certain operators of grocery stores located in underserved communities.	ODHO	Track	No	Support	may obtain a loan to finance the	6/14/19 Approved by the Governor			
AB	331	<u>.state.nv.us/App /NELIS/REL/80th 2019/Bill/6614/ Overview</u>	Assemblyman Yager	Approved	Creates the Outdoor Education and Recreation Grant Program	ODHO, CCHS	Track	No	Support	grant program that would focus resources on youth and programs that target engaging economically disadvantaged communities or students struggling academically. There is no fiscal note on this bill becasue there is no	6/12/19 Approved by the Governor			
AB	340	<u>.state.nv.us/App</u> /NELIS/REL/80th 2019/Bill/6632/ Overview	Assemblyman Hambrick, Wheeler, Assemblywmn Titus	No further action	Makes various changes concerning the acquisition and use of opioid antagonists by schools.	ODHO, CCHS	Track	No	Support	Adds opioid antagonists to the existing law allowing schools to obtain, possess and admister epinephrine. This bill allows opioid antagonists to be prescribed to a public or private school, and allows public and private schools to posses and administer opioid	5/20/19 Senate HHS	Amend, and do pass as amended. Placed on Second Reading file.	5/21/19 From printer. Engrossed. First reprint.	Taken from General file. Placed on General File for next legislative

AB	353	.state.nv.us/App /NELIS/REL/80th 2019/Bill/6657/ Overview	Assemblywmn Swank	Approved	Revises provisions governing the disposition of certain types of materials and waste produced by certain governmental entities.	ODHO, EHS	Track	No	Neutral	adopted, it would require certain governmental entities to recycle certain additional products and waste unless they determine the cost is unreasonable. It excludes construction and demolition wastes	6/3/19 Approved by the Governor			
AB	358		Assemblyman Hafen, Kramer, Leavitt, Assemblywmn Titus		Makes certain changes to attract medical professionals to practice in Nevada.	ODHO	Track	No	Support	Provides for education roan repayment assistance for healthcare practitioners practicing in rural Nevada. Appropriates \$21 million over the biennium for Graduate Medical Education Grants. Intraded to increase access to healthcare by incentivizing This on estaonsnes the preferred manner of	4/22/19 Assembly Education	Notice of eligibility for exemption. Amended.	4/23/19 From printer. To engrossment. Engrossed.	First reprint. To committee.
AB	367	.state.nv.us/App /NELIS/REL/80th 2019/Bill/6689/ Overview	Yeager, Assemblywmn Krasner, Munk, Senator Pickard	Approved	Revises provisions governing persons affected by addictive disorders.	ODHO	Track	No	Support	referring to persons affected by addictive disorders and other terms related to such persons in the Nevada Revised Statutes and the Nevada Administrative Code in order to refer to them respectfully and in a non-	6/3/19 Approved by the Governor			
AB	371	.state.nv.us/App /NELIS/REL/80th 2019/Bill/6703/ Overview	Assemblyman Daly	No further action	Revises provisions governing public records	ODHO	Track	No	Neutral	Existing faw requires that an public books and records of a governmental entity are required to be open at all times during office hours for inspection and copying of receipt of a copy unless the records are otherwise declared by law to be confidential. This bill	4/24/19 In Senate	Referred to Committee on Government Affairs, to committee	5/8/19 Senate Gov't Affairs	Heard, No Action
AB	378	<u>.state.nv.us/App /NELIS/REL/80th 2019/Bill/6714/ Overview</u>	Assemblywmn Hansen	Approved	Makes various changes relating to the transportation and admission of certain persons alleged to be a danger to themselves or	ODHO, EPHP	Track	No	Support	of a crisis, emergency or suicide involving a school to include a plan for transporting a pupil with a mental illness to a mental health facility or hospital; clarifyies that consent from any parent or legal guardian of a person	6/5/19 Approved by the Governor			
AB	381	<u>.state.nv.us/App /NELIS/REL/80th 2019/Bill/6728/ Overview</u>	Assemblywmn Titus, Thompson, Senator Ratti, Hardy	Approved	Designates April 16 as "Healthcare Decisions Day" in Nevada.	ODHO	Track	No	Support	Designates April 16 as "Healthcare Decisions Day" in Nevada	4/25/19 Approved by the Governor			
AB	413	<u>.state.nv.us/App /NELIS/REL/80th 2019/Bill/6789/ Overview</u>	Assembly Committee on Government Affairs	Approved	Revises provisions relating to local governments.	ODHO	Track	No	Neutral	Authorizes a business to the a perition objecting to a rule adopted by a governing body if the body failed to consider the business impact statement in adopting the rule. Requires that the governing body meeting during which the business impact	5/27/19 Approved by the Governor			
AB	414	<u>.state.nv.us/App /NELIS/REL/80th 2019/Bill/6792/ Overview</u>	Assembly Committee on Ways and Means	Approved	Makes appropriations to provide grants to assist senior citizens and certain other persons with independent living.	ODHO	Track	No	Support	Appropriates funds to provide grants of \$1,200 each and reduce wait list for grants to provide respite care or relief of informal caretakers to assist senior citizens and others with independent living.	6/7/19 Approved by the Governor			

AB	430	<u>.state.nv.us/App /NELIS/REL/80th 2019/Bill/6816/ Overview</u>	Assemblyman Frierson	Approved	Establishes a family home visiting system to provide support to new parents	CCHS	Track	No	Support	Legislative Committee on Child Welfare and Juvenile Justice to conduct a study during the 2019-2020 interim concerning maternal, infant and early childhood home visitation services.	5/25/19 Approved by the Governor		
AB	469	.state.nv.us/App /NELIS/REL/80th 2019/Bill/6896/ Overview	Assembly Committee on Health and Human Services	Approved	Revises provisions governing billing for certain medically necessary emergency services.	ODHO	Track	No	Neutral	the costs of out of network emergency care so that the insured's cost do not exceed their copayment, coinsurance, or deductible and provides mechanisms for determining the amount to be paid by insurance to the out of	5/15/19 Approved by the Governor		
AB	472	.state.nv.us/App /NELIS/REL/80th 2019/Bill/6899/ Overview	Assembly Committee on Health and Human Services	Approved	Revises provisions relating to insurance coverage of maternity and pediatric care.	ODHO, CCHS	Track	No	Support	Provides for insurance coverage of surrogate mothers and babies under health insurance requirements for maternity and newborn infant care.	5/29/19 Approved by the Governor		
AB	483	.state.nv.us/App /NELIS/REL/80th 2019/Bill/6933/ Overview	Assembly Committee on Growth and Infrastructure	Approved	Revises provisions relating to motor vehicles	ODHO, AQM,	Monitor	Yes	Neutral	pilot program to collect data from vehicles during the registration/renewal process. Sec. 2 declares the state faces major financial challenges to adequately fund state highways as a result of vehicles becoming more	6/7/19 Approved by the Governor		
AB	533	<u>.state.nv.us/App /NELIS/REL/80th 2019/Bill/7056/ Overview</u>	Assembly Committee on Judiciary	Approved	Revises provisions relating to cannabis.	ODHO, AQM,	Monitor	Yes	Neutral	and the Cannabis Advisory Commission and the Cannabis Compliance Board and provides oversight for the registration for employees involved in the cannabis industry. It establishes requirements for licensing and operation of cannabis lounges, and authorizes	6/12/19 Approved by the Governor		
AB	534	<u>.state.nv.us/App /NELIS/REL/80th 2019/Bill/7058/ Overview</u>	Assembly Committee on Judiciary	Approved	Revises provisions regarding response to emergencies.	EPHP	Track	No	Support if Amended	beginning sections are specifically relating to the existing Victims of Crime program within Nevada. It changes the State agency the program is administered under and then several adjustments to the application/appeal	6/14/19 Approved by the Governor		
SB	7	<u>.state.nv.us/App /NELIS/REL/80th 2019/Bill/5863/ Overview</u>	Senate Committee on Judiciary	Approved	Revises provisions relating to the prohibition against soliciting a child for prostitution	ODHO, CCHS	Track	No	Neutral	Increasing the penalties for pandering and solicitation of sex trafficking of children and adults aims to hold those responsible for the supply and demand of sex work.	6/12/19 Approved by the Governor		

SB	9	<u>.state.nv.us/App /NELIS/REL/80th 2019/Bill/5865/ Overview</u>	Senate Committee on Judiciary	Approved	Revises provisions governing the time for commencing a criminal prosecution for crimes associated with murder, sexual assault and sex	CCHS	Track	No	Neutral	Extending the statute of limitations on sexual assaults would allow more perpatrators to be tested for HIV and STDs per current NRS and provide that info to victims. The statute of limitations on sexual assault and sex trafficking has a hindrance on the ability to	5/16/19 Approved by the Governor			
SB	13	<u>.state.nv.us/App /NELIS/REL/80th 2019/Bill/5869/ Overview</u>	Senate Committee on Government Affairs	Approved	Authorizes the board of county commissioners of a county to form a nonprofit corporation to aid the county in providing certain	ODHO	Track	No	Neutral	commissioners to form a nonprofit corporation to aid the county in providing certain services during an emergency or time of need; and providing other matters properly relating thereto.	5/30/19 Approved by the Governor			
SB	15	.state.nv.us/App /NELIS/REL/80th 2019/Bill/5874/ Overview	Senate Committee on Government Affairs	Approved	Provides for the establishment of incident management assistance teams	EPHP	Track	No	Support	This bill is changing titles of the State assistance that could deploy in an emergency but expands it to allow for screened volunteers.	5/29/19 Approved by the Governor			
SB	25	.state.nv.us/App /NELIS/REL/80th 2019/Bill/5908/ Overview	Senate Committee on Government Affairs	No further action	Revises provisions governing the administration of the surcharge imposed on telephone users	ODHO, EPHP	Track	No	Neutral	to pay for personel and training for maintaining, updating and operating the equipment, hardware and software necessary for portable event recording devices and vehicular event recording	5/16/19 Assembly Gov't Affairs	Taken from General File. Placed on General File for next legislative	5/20/19 Assembly Gov't Affairs	Taken from General File. Placed on Chief Clerk's desk
SB	35	<u>.state.nv.us/App /NELIS/REL/80th 2019/Bill/5924/ Overview</u>	Senate Committee on Government Affairs	Approved	Creates the Nevada Resilience Advisory Committee	ODHO, EPHP	Track	No	Support	Commission - the purpose is to streamline emergency preparedness planning in the state and focus on resilience rather than simply response. Public Health is an area to be represented on the committee. So there is	5/29/19 Approved by the Governor			
SB	37	<u>.state.nv.us/App /NELIS/REL/80th 2019/Bill/5956/ Overview</u>	Senate Committee on Commerce and Labor	Approved	Revises provisions relating to the regulation of marriage and family therapists and clinical professional counselors	ODHO	Monitor	Yes	Support	This bill provides clean up language for the scope of practice for MFTs and CPCs and allows for increases to license renewal fees.	6/6/19 Approved by the Governor			
SB	42	<u>.state.nv.us/App /NELIS/REL/80th 2019/Bill/5961/ Overview</u>	Senate Committee on Growth and Infrastructure	Approved	Repeals provisions requiring certain fleets of motor vehicles to use alternative fuels, clean vehicles or vehicles that use alternative fuels.	AQM	Monitor	Yes	Support	Alternative Fuels Program for Motor Vehicle Fleets. This program was developed to promote the use of alternative fuels to reduce emissions from fleet vehicles. This program served as a bridge to reduce vehicle emissions	5/29/19 Approved by the Governor			
SB	49	<u>.state.nv.us/App /NELIS/REL/80th 2019/Bill/5968/ Overview</u>	Senate Committee on Judiciary	No further action	Requires the Director of the Department of Corrections to establish a program of treatment for offenders with substance use disorders	ODHO	Track	No	Support	to establish therapeutic communities to provide treatment to offenders, to replace with the Director in conjunction with NDPBH, and with approval of the Board, to establish treatment for offenders with	4/15/19 Senate Judiciary	Notice of eligibility for exemption. Re-referred to Committee on Finance.	4/16/19 From printer. To engrossment. Engrossed. First reprint.	To committee. Exemption effective

SB	56	.state.nv.us/App /NELIS/REL/80th 2019/Bill/5975/ Overview	Senate Committee on Natural Resources	Approved	Revises provisions relating to natural resources.	AQM	Track	No	Neutral	BIII Evaluation - BIII provides for a language change from "controlled burns" to "prescribed fires". As presented, the bill maintains existing language regarding prescribed fires commenced in compliance with laws relating to air pollution deemed in BIII requires an ouncamp prans for schools	5/25/19 Approved by the Governor	
SB	57	.state.nv.us/App /NELIS/REL/80th 2019/Bill/5976/ Overview	Senate Committee on Education	Approved	Revises provisions relating to school property	ODHO, EHS, AQM	Track	No	Neutral	(both private and public) to be kept as confidential for safety and security reasons. Air Quality Management and Environmental Health Services Divisions receive plans of Washoe County Schools and would need to	5/29/19 Approved by the Governor	
SB	62	.state.nv.us/App /NELIS/REL/80th 2019/Bill/5993/ Overview	Senate Committee on Revenue and Economic Development	Approved	Revises provisions relating to manufacturers and wholesale dealers of tobacco products	CCHS	Track	No	Neutral	This bill addresses wholesale tobacco dealers at the State level. No direct impact to the program.	5/21/19 Approved by the Governor	
SB	66	<u>.state.nv.us/App</u> /NELIS/REL/80th 2019/Bill/5997/ Overview	Senate Committee on Government Affairs	Approved	Revises provisions relating to emergency management	ODHO, EPHP	Monitor	Yes	Support	Identification Team that would be deployed to do victim tracking, reunification and family notification. It would also establish a registry of individuals from the event. It was put forth in response to the issues identified in	5/29/19 Approved by the Governor	
SB	67	<u>.state.nv.us/App /NELIS/REL/80th 2019/Bill/5998/ Overview</u>	Senate Committee on Government Affairs	Approved	Revises provisions governing local emergency management	ODHO, EPHP	Track	No	Neutral	the Division of Emergency Management, with staff support, to coordinate mitigation, preparedness, response and recovery efforts on tribal land. It provides for interlocal agreements between 2 or more counties to	5/29/19 Approved by the Governor	
SB	68	<u>.state.nv.us/App /NELIS/REL/80th 2019/Bill/5999/ Overview</u>	Senate Committee on Government Affairs	Approved	Provides for the expedited granting of certain provisional registrations to volunteer providers of health or veterinary services during an	EPHP	Monitor	Yes	Support	The bill provides for provisional registration of volunteer health practitioners who provide health or veterinary services while and emergency declaration is in effect. This is in response to the need identified following the October 1 attack in Las Vegas.	5/14/19 Approved by the Governor	
SB	80	<u>.state.nv.us/App /NELIS/REL/80th 2019/Bill/6022/ Overview</u>	Senate Committee on Education	Approved	Revises provisions relating to providing a safe and respectful learning environment	ODHO	Track	No	Neutral	have law enforcement inform schools of children that have experienced a traumatic event to reduce negative impacts and enable appropriate interventions. However, there are a number of potential issues and concerns as	6/12/19 Approved by the Governor	
SB	81	.state.nv.us/App /NELIS/REL/80th 2019/Bill/6024/ Overview	Senate Committee on Revenue and Economic Development		Revises various provisions relating to tobacco products	CCHS	Track	No	Neutral	This bill addresses primarily wholesale tobacco dealers at the State level. No direct impact to the program.	5/23/19 Approved by the Governor	

SB	84	<u>.state.nv.us/App /NELIS/REL/80th 2019/Bill/6027/ Overview</u>	Senate Committee on Finance	Approved	Establishes a program to award grants to support prekindergarten programs	ODHO, CCHS	Track	No	Support	The bill appears to bolster the status and requirements for teachers providing pre-K.	6/13/19 Approved by the Governor		
SB	89	<u>.state.nv.us/App</u> /NELIS/REL/80th 2019/Bill/6036/ Overview	Senate Committee on Education	Approved	Makes various changes relating to education	ODHO	Monitor	Yes	Support	aggregated information on performance of different categories of students with socio- economic or racial inequities in annual reports of accountability, regarding transiency, truancy, disciplinary actions,	6/12/19 Approved by the Governor		
SB	90	<u>.state.nv.us/App /NELIS/REL/80th 2019/Bill/6071/ Overview</u>	Senate Committee on Commerce and Labor	Approved	Making various changes relating to the health of children.	CCHS	Track	No	Support	This amendment eliminates much of the origional bill. Remaining is lead testing in children, a diaper account for those in gov programs, and grants for Physical Activity & Nutrition.	6/7/19 Approved by the Governor		
SB	92	.state.nv.us/App /NELIS/REL/80th 2019/Bill/6074/ Overview	Senate Committee on Health and Human Services	Approved	Revises provisions concerning certain group housing.	ODHO	Track	No	Support	that provide referrals to any other group housing arrangement that provides assistance, food, shelter or limited supervision to persons with mental illness or disabilities or who are aged or infirm.	5/16/19 Approved by the Governor.		
SB	93	<u>.state.nv.us/App /NELIS/REL/80th 2019/Bill/6075/ Overview</u>	Senate Committee on Health and Human Services	Approved	Revises provisions relating to the Nevada Commission for Persons Who Are Deaf, Hard of Hearing or Speech Impaired	ODHO	Track	No	Support	Commission for Persons Who Are Deaf and Hard of Hearing, revises membership, makes the Director a full-time paid position. Provides funding through telephone surcharge and \$50K general fund appropriate per fiscal	6/7/19 Approved by the Governor		
SB	94	<u>.state.nv.us/App /NELIS/REL/80th 2019/Bill/6077/ Overview</u>	Senate Committee on Health and Human Services	Approved	Revises provisions governing the Account for Family Planning.	CCHS	Monitor	Yes	Support	Anows the state to award grant momes to local government and nonprofit organizations to persons in need of family planning services. Provides \$6,000,000 family planning appropriation for the biennium. WCHD would expect to receive some of this funding.	5/31/19 Approved by the Governor		
SB	102	<u>.state.nv.us/App /NELIS/REL/80th 2019/Bill/6090/ Overview</u>	Senate Committee on Finance	Approved	Makes an appropriation for funding the participation of certain students who participate through the Western Regional Education	ODHO, CCHS	Track	No	Support	Makes an appropriation for \$77,000 each for FY 20 and 21 for 10 APRNs to receive geriatric care training through the Western Regional Education Compact.	6/7/19 Approved by the Governor		
SB	103	.state.nv.us/App /NELIS/REL/80th 2019/Bill/6091/ Overview	Senate Committee on Government Affairs	Approved	Revises provisions relating to development and maintenance of affordable housing.	ODHO	Monitor	No	Support	Authorizes local governments to change impact and building fees to provide an incentives for construction of affordable housing.	5/25/19 Approved by the Governor		

SB	104	.state.nv.us/App /NELIS/REL/80th 2019/Bill/6092/ Overview	Senate Committee on Government Affairs	Approved	Revises provisions concerning the statewide low-income housing database maintained by the Housing Division of the Department of	ODHO	Monitor	No	Support	Requires owners of multifamily alfordable housing accessible to persons with disabilities to report data to the Housing Division and for local governments to report on of data on low-income housing submitted by local governments to be included in the Housing	5/25/19 Approved by the Governor			
SB	111	.state.nv.us/App /NELIS/REL/80th 2019/Bill/6110/ Overview	Senate Committee on Government Affairs	Approved	Revises provisions governing collective bargaining by local government employers.	ODHO, AHS	Track	No	Oppose	Reduces ending fund balance not subject to negotiation, fact-finding or arbitration from 25% of total budget expenditures to 16.67% for collective bargaining. This reduces financial sustainability of local governments.	6/12/19 Approved by the Governor			
SB	115	.state.nv.us/App /NELIS/REL/80th 2019/Bill/6114/ Overview	Senator Scott Hammond	No further action	Requires the State Plan for Medicaid to include coverage for donor breast milk.	CCHS	Track	No	Support	This bill allows Medicaid to pay for processed human breast milk for those children with medical needs. Amendment includes payment for human milk fortifier.	4/8/19 Amended. Re-referred to Committee on Finance	To printer	4/9/19 Senate Finance, from printer	To engrossment. Engrossed. First reprint. To committee.
SB	143	<u>.state.nv.us/App /NELIS/REL/80th 2019/Bill/6174/ Overview</u>	Senators Atkinson, Cancella, Woodhouse, Parks, Assemblyman	Approved	Repeals, revises and reenacts provisions relating to background checks for certain sales or transfers of firearms.	ODHO	Track	No	Support	in the voter approved Background Check Act and instead establishes a background check procedure that a licensed deal contact the same agency the dealer would otherwise contact for a background check if the dealer	2/15/19 Approved by the Governor			
SB	147	<u>.state.nv.us/App /NELIS/REL/80th 2019/Bill/6184/ Overview</u>	Senate Committee on Education	Approved	Revises provisions relating to the education of pupils who are experiencing homelessness or who are in foster care.	ODHO	Track	No	Support	procedures to identify students who are homeless, unaccompanied, or in foster care, Review and adjust the academic plans to maximize progress toward graduation, and eliminate attendance requirements toward	5/29/19 Approved by the Governor			
SB	153	<u>.state.nv.us/App /NELIS/REL/80th 2019/Bill/6198/ Overview</u>	Senator Kelvin Atkinson	Approved	Revises provisions relating to collective bargaining.	ODHO	Track	No	Neutral	Under the bill collective bargaining contracts that expire will remain in effect even if a successor agreement is not in place.	6/6/19 Approved by the Governor			
SB	159	<u>.state.nv.us/App /NELIS/REL/80th 2019/Bill/6218/ Overview</u>	Senator Joyce Woodhouse, Moises Denis, Marilyn Dondero Loop, Dallas Harris	Approved	Requires each public school and private school to adopt a policy concerning safe exposure to the sun.	ODHO	Monitor	Yes	Support	Requires each public school and private school to adopt a policy concerning safe exposure to the sun.	5/21/19 Approved by the Governor			
SB	171	.state.nv.us/App /NELIS/REL/80th 2019/Bill/6268/ Overview	Senator Joseph Hardy	No further action	Provides for the collection of information from certain providers of health care.		Monitor	Yes	Support	Allows for the collection of data with respect to healthcare providers HCP to be used for a Health Care Workforce Working Group to improve access to healthcare.	4/22/19 Amend, and do pass as amended.	Re-referred to Committee on Finance	4/23/19 Senate Finance	To committee. Exemption effective

SB	178	.state.nv.us/App /NELIS/REL/80th 2019/Bill/6298/ Overview	Senator Yvanna Cancela, Senator Julia Ratti, Senator Pat Spearman,	Approved	Creates the Council on Food Security and the Food for People, Not Landfills Program.	ODHO, CCHS, EHS	Track	No	Neutral	Ints but proposes to create the Council on Food Security within the Department of Health and Human Services. It creates the Food for People, not Landfills program. It's intent is to address and assist with community hunger issues.	5/23/19 Approved by the Governor			
SB	179	<u>.state.nv.us/App</u> /NELIS/REL/80th 2019/Bill/6300/ Overview	Senator Yvanna Cancela, Senator Julia Ratti, Senator Melanie	Approved	Revises provisions relating to abortions.	CCHS	Track	No	Support	Expands women's abilities to receive abortions and removes criminalization provisions.	5/31/19 Approved by the Governor			
SB	183	.state.nv.us/App /NELIS/REL/80th 2019/Bill/6311/ Overview	Senator Heid Seevers Gansert, Senator Joseph Hardy, Senator Scott		Makes various changes relating to governmental administration.	ODHO	Track	No	Neutral	"public bodies" rather than "governing bodies". Sets forth additional requirements with regard to amended or revised agendas; requires posting of a proposed ordinance or regulation to the website of a public body at	3/22/19 Re- referred to Committee on Finance. Exemption effective	To committee	4/11/19 Senate Finance	Heard, no action
SB	186	<u>.state.nv.us/App /NELIS/REL/80th 2019/Bill/6314/ Overview</u>	Senator Heidi Seevers Gansert	Approved	Enacts provisions governing the interstate practice of physical therapy.	ODHO	Track	No	Support	Through establishment of interstate compact provides for PT providers licensed in other states to practice in Nevada. Support expanded access to care.	6/1/19 Approved by the Governor			
SB	192	.state.nv.us/App /NELIS/REL/80th 2019/Bill/6334/ Overview	Senator Pat Spearman, Senator David Parks	Approved	Revises provisions relating to health care.	ODHO	Track	No	Support	Prescribes minimum level of health benefits an employer is required to make available to an employee to determine if the employer is authorized to pay the lower minimum wage.	5/21/19 Approved by the Governor			
SB	194	<u>.state.nv.us/App</u> /NELIS/REL/80th 2019/Bill/6336/ Overview	Senator Pat Spearman, Senator David Parks	No further action	Establishes programs for certain persons of low- income and persons in foster care.	ODHO	Track	No	Support	twelve years of age or older; and a tenant of a housing project for persons of low income in this State, a recipient of Medicaid or a provider of foster care who is creating such an account for a child placed in his or her	4/18/19 Amend, and do pass as amended.	Amended. Re-referred to Committee on Finance	4/19/19 Senate Finance	From printer. To committee. Exemption effective.
SB	198	<u>.state.nv.us/App /NELIS/REL/80th 2019/Bill/6341/ Overview</u>	Melanie Scheible, Assemblywom an Daniele Monroe-	Approved	Revises provisions governing eligibility for Medicaid.	ODHO, CCHS	Track	No	Support	Revises provisions governing eligibility for Medicaid up to kids who are under 19 years.	6/12/19 Approved by the Governor			
SB	202	<u>.state.nv.us/App /NELIS/REL/80th 2019/Bill/6346/ Overview</u>	Marilyn Dondero Loop, Senator Kelvin Atkinson, Senator Pat		Revises provisions relating to persons with disabilities.	ODHO	Track	No	Neutral	Expands reporting, outreach, and coordination of the Autism Treatment Assistance Program, Division of Healthcare Finance and Policy, and State Board of Education	6/7/19 Approved by the Governor			

SB	204	.state.nv.us/App /NELIS/REL/80th 2019/Bill/6348/ Overview	Senator David Parks, Senator Joyce	Approved	Revises provisions relating to the mental health of pupils.	ODHO	Monitor	Yes	Support	Requires Board of Trustees of School Districts to adopt and maintain a policy for the prevention of suicide in grades 7-12 and specifies eelements that must be contained in the policy.	6/1/19 Approved by the Governor			
SB	234	<u>.state.nv.us/App</u> /NELIS/REL/80th 2019/Bill/6392/ Overview	Senate Committee on Commerce and Labor	Approved	Makes various changes relating to collection of data concerning providers of health care.	ODHO, CCHS	Monitor	Yes	Support	information provided by health care providers during application or renewal of licenses, certificates and registration to include demographic and other information to be provided to the Commissioner of Insurance	5/21/19 Approved by the Governor			
SB	238	.state.nv.us/App /NELIS/REL/80th 2019/Bill/6403/ Overview	Senator Yvanna Cancela	No further action	Revises provisions relating to marijuana.	ODHO, CCHS	Track	No	Neutral	medical and retail marijuana establishments. This amendment authorizes, rather than requires, the Attorney General to perform a study relating to the unlicensed sale of marijuana and related products in this State.	4/23/19 Amended. Re-referred to Committee on Finance.	To printer. Exemption effective.	4/29/19 Senate Finance	Heard, no action
SB	241	.state.nv.us/App /NELIS/REL/80th 2019/Bill/6407/ Overview	Senator Joseph Hardy	No further action	Revises provisions relating to the compensation of psychiatrists employed by or under contract with certain agencies in the	ODHO	Track	No	Support	Improves pay for State psychiatrists and provision of psychiatric services in order to be able to recruit and retain these professionals in order to provide necessary services in the State.	4/9/19 Senate Legislative Operaitons and Elections	From committee.D o pass	4/10/2019 Notice of eligibility for exemption.	Re-referred to Committee on Finance. Exemption effective
SB	254	<u>.state.nv.us/App /NELIS/REL/80th 2019/Bill/6431/ Overview</u>	Borooks, Cancela, Cannizzaro, Parks, Assemblyperso	Approved	Revises provisions relating to carbon reduction.	AQM	Monitor	Yes		the frequency and content of the current statewide greenhouse gases emission inventory prepared by NDEP going from every 4 years to an annual report. Starting	6/3/19 Approved by the Governor			
		.state.nv.us/App	1						Neutral	12/31/19, the annual report must include				
SB	262	/NELIS/REL/80th 2019/Bill/6445/ Overview	Senators Cancela, Ratti, Cannizzaro, Parks	Approved	Makes various changes to provide for tracking and reporting of information concerning the pricing of prescription drugs for treating asthma.	ODHO, CCHS	Track	No	Support	and reporting information concerning the pricing of drugs to treat diabetes to also include prescription drugs for treating asthma. It is intended to assist in controlling costs of these drugs and maintaining access to care for	5/30/19 Approved by the Governor			
SB SB	262 263	/NELIS/REL/80th 2019/Bill/6445/	Cancela, Ratti, Cannizzaro,	Approved	provide for tracking and reporting of information concerning the pricing of prescription drugs for	,		No Yes		and reporting information concerning the pricing of drugs to treat diabetes to also include prescription drugs for treating asthma. It is intended to assist in controlling costs of	Approved by			

SB	269	<u>.state.nv.us/App</u> /NELIS/REL/80th 2019/Bill/6463/ Overview	Senate Committee on Finance	No further action	Makes an appropriation to expand the statewide information and referral system concerning health, welfare, human and social services provided in this	ODHO, CCHS	Track	No	Neutral	Provides additional funding for the NV 211 system.	3/14/19 Senate Finance	From printer. To committee.	3/25/19 Senate Finance	Heard, no action
SB	270	<u>.state.nv.us/App</u> /NELIS/REL/80th 2019/Bill/6464/ Overview	Senators Harris and Ratti	Approved	Requires the Department of Health and Human Services to establish and administer the Nevada Crisis Response System.	ODHO, EPHP	Track	No	Support	Crisis Response System to coordinate with social service agencies, local governments and nonprofit organizations to identify, assess, refer and connect persons who are transient, at imminent risk of homelessness or	5/25/19 Approved by the Governor			
SB	276	.state.nv.us/App /NELIS/REL/80th 2019/Bill/6474/ Overview	Senator Cancela	Approved	Revises provisions relating to prescription drugs.	ODHO, CCHS	Track	No	Neutral	manager or an insurer from accepting from the manufacturer of a prescription drug a rebate or reduction in price in connection with the sale of the prescription drug unless the full value of the rebate or reduction in	6/3/19 Approved by the Governor			
SB	283	<u>.state.nv.us/App /NELIS/REL/80th 2019/Bill/6491/ Overview</u>	Senators Cancela, Spearman, Ratti	No further action	Revises provisions relating to prescription drugs	ODHO, CCHS	Track	No	Neutral	Restricts some medication reimbursement via Medicaid. As we use best practices, CDC and USPSTF recommendations, we will not change our prescribing practices.	4/19/19 Senate Finance	To committee. Exemption effective	4/29/19 Senate Finance	Heard, no action
SB	284	<u>.state.nv.us/App /NELIS/REL/80th 2019/Bill/6502/ Overview</u>	Senators Parks, Brooks, Spearman, Assemblyman Thompson	Approved	Creates the Advisory Task Force on HIV Exposure Criminalization	ODHO, CCHS	Monitor	Yes	Support	we support the anendment as it speaks to the concerns brought forward by the HIV Modernization Coalition. Data and public health directive supports the modernization of laws that criminalize people living with HIV (PLHIV). Nevada's current criminalization	5/17/19 Approved by the Governor			
SB	287	<u>.state.nv.us/App /NELIS/REL/80th 2019/Bill/6505/ Overview</u>	Senators Parks, Hansen, Spearman	Approved	Revises provisions governing public records.	ODHO	Track	No	Oppose	establishing penalties including personal liabilities for employees for failure to comply with timeframe requirements of up to \$250,000 in civil fines per offense. It eliminates the provision to recoup costs for	6/13/19 Approved by the Governor			
SB	289	<u>.state.nv.us/App /NELIS/REL/80th 2019/Bill/6519/ Overview</u>	Senator Hardy	Approved	Revises provisions relating to the licensing of physicians.	ODHO	Track	No	Support	Service Corps of \$250,000 for each year of the biennium forthe purpose of obtaining matching federal funds to encourage medical and dental practitioners to practice in underserved areas of this State .	6/7/19 Approved by the Governor			
SB	291	<u>.state.nv.us/App /NELIS/REL/80th 2019/Bill/6521/ Overview</u>	Senator Ratti	Approved	Revises provisions governing the testing of infants for preventable or inheritable disorders.	ODHO	Track	No	Support	Administration of the United States Department of Health and Human Services by not later than 4 years after the	5/25/19 Approved by the Governor			

SB	299	.state.nv.us/App /NELIS/REL/80th 2019/Bill/6531/ Overview	Senator Brooks, Spearman Senator	Approved	Revises provisions relating to the Electric Vehicle Infrastructure Demonstration Program	AQM	Monitor	Yes	Support	• Bill proposes to revise the provisions of the Electric Vehicle Infrastructure Demonstration Program which currently requires a public utility to submit an annual plan to the PUC detailing the actions taken to promote or incentivize the deployment of The our seemingry has no fiscal impact on	5/23/19 Approved by the Governor			
SB	310	<u>.state.nv.us/App</u> /NELIS/REL/80th 2019/Bill/6545/ Overview	Schieble, Parks, Ohrenschall, Brooks, Assemblyman	No further action	Enacts provisions requiring the payment of deposits and refunds on certain beverage containers sold in this State.	EHS	Track	No	Neutral	local government. The bill exempts gaming establishments, saloons, restaurants and resorts from paying the 5 cents per bottle but requires exempted gaming establishments, saloons, restaurants or resorts Requires employers with 25 or more	4/22/19 Amended. Re-referred to Committee on Finance	To printer	4/23/19 Senate Finance	To committee. Exemption effective
SB	312	.state.nv.us/App /NELIS/REL/80th 2019/Bill/6553/ Overview	Senator Woodhouse, Cannizzaro, Ratti, Parks, Ohrenschall	Approved	Requires an employer in private employment to provide paid sick leave to employees under certain circumstances	ODHO	Monitor	Yes	Support	employees to provide employees paid sick leave. This will enable employees to stay home when sick and reduce the spread of disease to their co-workers and in the community.	6/12/19 Approved by the Governor			
SB	315	<u>.state.nv.us/App</u> /NELIS/REL/80th 2019/Bill/6556/ Overview	Senator Woodhouse, Ratti, Cannizzaro, Loop, Parks	Approved	Revises provisions relating to public health.	ODHO	Track	No	Support	Council and promotes education and information on childhood cancers, it requires promotion and education of the importance of annual pediatric physical exams by the Division of Public and Behavioral Health and	5/30/19 Approved by the Governor			
		.state.nv.us/App												
SB	344	/NELIS/REL/80th 2019/Bill/6623/ Overview	Senator Scheible, Spearman, Parks, Harris	No further action	Revises Medicaid reimbursement rates related to family planning services.	ODHO, CCHS	Monitor	Yes	Support	May improve our reimbursement rates.	4/11/19 Senate HHS (WS)	Do pass	4/15/19 Notice of eligibility for exemption.	Re-referred to Committee on Finance. Exemption effective
SB SB		/NELIS/REL/80th 2019/Bill/6623/ Overview .state.nv.us/App /NELIS/REL/80th 2019/Bill/6625/	Scheible, Spearman,	action	reimbursement rates related to family planning	CCHS	Monitor	Yes	Support	Amenument proposed by Senator Harris on March 27, 2019: Revises the provisions of sections 3, 4 and 7 of the bill, to establish a minimal increase in the threshold for the amount of marijuana or marijuana metabolite in the blood before a person is considered to	Senate HHS	Do pass	Notice of eligibility for	Committee on Finance. Exemption
	346	/NELIS/REL/80th 2019/Bill/6623/ Overview .state.nv.us/App /NELIS/REL/80th 2019/Bill/6625/	Scheible, Spearman, Parks, Harris	action	reimbursement rates related to family planning services. Revises provisions related	CCHS				Amenument proposed by Senator Harris on March 27, 2019: Revises the provisions of sections 3, 4 and 7 of the bill, to establish a minimal increase in the threshold for the amount of marijuana or marijuana metabolite	Senate HHS (WS) 6/5/19 Approved by	Do pass Do pass	Notice of eligibility for	Committee on Finance. Exemption

SB	364	.state.nv.us/App /NELIS/REL/80th 2019/Bill/6663/ Overview	Senator Woodhouse	Approved	Prohibits discrimination against and provides protection for persons who reside in or receive services from certain facilities	ODHO	Track	No	Support	Promotes medical factifies, and factifies for the dependent, from discriminating against a person based on the actual or perceived race, color, religion, national origin, ancestry, age, gender, physical or mental disability, sexual orientation, gender identity or expression or	5/29/19 Approved by the Governor		
SB	366	.state.nv.us/App /NELIS/REL/80th 2019/Bill/6665/ Overview	Senator Ratti	Approved	Revises provisions relating to dental hygienists and the practice of dental hygiene and dental therapy.	ODHO	Track	No	Support	Provides for licensing of dental therapists in order to improve access to dental care in Nevada.	6/8/19 Approved by the Governor		
SB	367	.state.nv.us/App /NELIS/REL/80th 2019/Bill/6666/ Overview	Senator Scheible	Approved	Authorizes a tenant of certain low-income housing to keep a pet within the tenant's residence.	ODHO	Track	No	Neutral	Authorizes a tenant of housing acquired, constructed or rehabilitated with any money from the Account for Low Income Housing to keep one or more pets within the residence of the tenant.	5/29/19 Approved by the Governor		
SB	368	.state.nv.us/App /NELIS/REL/80th 2019/Bill/6667/ Overview	Senator Spearman, Parks, Assemblywmn Krasner	Approved	Revises provisions relating to protections for victims of crime	CCHS	Track	No	Support	provided the amendment suggestion to the bill sponsor. Sexually transmitted diseases (STDs) and human immunodeficiency virus (HIV) have a tremendous impact on the health of a community as well as an	6/3/19 Approved by the Governor		
SB	370	<u>.state.nv.us/App /NELIS/REL/80th 2019/Bill/6669/ Overview</u>	Senator Ohrenschall, Parks, Cancela, Spearman	Approved	Revises the State Plan for Medicaid and the Children's Health Insurance Program.	ODHO	Track	No	Support	in the State Plan for Medicaid and the Children's Health Insurance Program a requirement that the State pay the nonfederal share of expenditures incurred for screening and treatment of fetal alcohol spectrum	5/21/19 Approved by the Governor		
SB	378	<u>.state.nv.us/App /NELIS/REL/80th 2019/Bill/6685/ Overview</u>	Senator Cancela	Approved	Revises provisions relating to the pricing of prescription drugs.	ODHO	Track	No	Neutral	Affordability Board and Prescription Drug Affordability Stakeholder Council and outlines Board requirements and duties. Requires the Board to prescribe a recommended upper payment limit for all	6/14/19 Approved by the Governor		
SB	387	<u>.state.nv.us/App /NELIS/REL/80th 2019/Bill/6702/ Overview</u>	Senator Kieckhefer, Ratti	Approved	Revises provisions relating to organ donation	ODHO	Track	No	Neutral	Provides for the certification of procurement organizations; requiring the collection of certain information relating to the procurement of organs, tissues and eyes.	6/6/19 Approved by the Governor		
SB	388	<u>.state.nv.us/App</u> /NELIS/REL/80th 2019/Bill/6710/ Overview	Senator Denis	Approved	Revises provisions relating to public records	ODHO	Track	No	Neutral	have more authority and discretion with regard to what information will be public record and what will be confidential. Requires a governmental entity to file a report with the LCB on or before February 15 of	6/13/19 Approved by the Governor		

SB	408	.state.nv.us/App /NELIS/REL/80th 2019/Bill/6737/ Overview	Senator Cancela	Approved	Revises provisions relating to public safety	ODHO	Track	No	Support	Requires motorcycle safety fee for trimoone and moped registrations and requires protective headgear be worn. Clarifies crosswalk safety requirements and revises provisions regarding installation of ignition interlock devices.	6/7/19 Approved by the Governor		
SB	424	<u>.state.nv.us/App</u> /NELIS/REL/80th 2019/Bill/6784/ Overview	Senator Ohrenschall	Approved	Revises provisions governing services for persons with a mental illness	ODHO	Track	No	Neutral	Requires the Division to adopt regulations to establish procedures by which a consumer or a provider of services may appeal a decision of the Division concerning eligibility for or authorization of mental health services.	6/1/19 Approved by the Governor		
SB	425	.state.nv.us/App /NELIS/REL/80th 2019/Bill/6785/ Overview	Senator Cannizzaro	Approved	Requires the Director of the Department of Health and Human Services to amend the State Plan for Medicaid to provide certain additional home	ODHO, CCHS	Monitor	Yes	Support	Requires the Director of DHHS to include in the State Plan for Medicaid an option to provide certain additional home and community-based services, including, to the extent authorized, tenancy support services.	6/7/19 Approved by the Governor		
SB	426	.state.nv.us/App /NELIS/REL/80th 2019/Bill/6786/ Overview	Senate Committee on Growth and Infrastructure	Approved	Revises provisions related to transportation	ODHO	Track	No	Support	Extends existing provisions for general election question asking whether the tax recommended by the regional transportation commission should be imposed in the county to December 31, 2024.	5/16/19 Approved by the Governor		
SB	428	.state.nv.us/App /NELIS/REL/80th 2019/Bill/6807/ Overview	Senate Committee on Growth and Infrastructure	Approved	Revises provisions relating to transportation	ODHO	Track	No	Support	Prohibits a person from parking a vehicle in a parking space designated for charging electric or hybrid electric vehicles unless the vehicle is being charged at the charging station	5/29/19 Approved by the Governor		
SB	442	<u>.state.nv.us/App /NELIS/REL/80th 2019/Bill/6831/ Overview</u>	Senate Committtee on Finance	Approved	Revises provisions relating to the issuance of permits for hazardous waste facilities. (	EHS	Track	No	Neutral	RCRA hazardous waste generators. Existing law requires the State Environmental Commission to adopt regulations for the granting, renewal, modification, suspension, revocation and denial of permits for	6/1/19 Approved by the Governor		
SB	443	<u>.state.nv.us/App /NELIS/REL/80th 2019/Bill/6833/ Overview</u>	Senate Committee on Finance	Approved	Appropriates money to increase rates of reimbursement for certain meal programs.	ODHO	Track	No	Support	Appropriates money to the Division to increase the rates of reimbursement for congregate meals and home-delivered meals for food-insecure persons who are over 60 years of age.	6/12/19 Approved by the Governor		
SB	448	<u>.state.nv.us/App /NELIS/REL/80th 2019/Bill/6842/ Overview</u>	Senate Committee on Revenue and Economic Development	Approved	Provides for transferable tax credits for affordable housing in this State.	ODHO	Monitor	Yes	Support	Provides for transferrable tax credits of \$10,000,000 per year for the acquisition, development, construction, improvement, expansion, reconstruction or rehabilitation of low-income housing until June 30, 2023.	6/12/19 Approved by the Governor		

SB		.state.nv.us/App /NELIS/REL/80th 2019/Bill/6853/ Overview	Senate Committee on Health and Human Services	Approved	Revises provisions relating to health care facilities.	ODHO, EPHP	Track	No	Neutral	Expands the definition of sentine event to include any death at a medical facility, facility for the dependent or home operated by a provider of community-based living arrangement services. Expands DPBH investigation of sentinel events to apply to all	6/1/19 Approved by the Governor		
SB	458	<u>.state.nv.us/App</u> /NELIS/REL/80th 2019/Bill/6854/ Overview	Senate Committee on Finance	Approved	Makes an appropriation for the creation and maintenance of school gardens	ODHO	Track	No	Support	Provides an appropriation for school gardens at Title I schools and establishes requirements for the curriculum necessary to receive funding.	6/12/19 Approved by the Governor		
SB	473	.state.nv.us/App /NELIS/REL/80th 2019/Bill/6906/ Overview	Senate Committee on Government Affairs	Approved	Revises certain definitions of affordable housing for the purpose of consistency		Track	No	Support	"affordable housing" to various provisions of existing law in order to establish a consistent definition of "affordable housing" throughout those provisions. authorizes cities and counties to use certain revenue from the real	5/29/19 Approved by the Governor		
SB	481	.state.nv.us/App /NELIS/REL/80th 2019/Bill/6922/ Overview	Senate Committee on Health and Human Services	Approved	Revises provisions relating to health insurance	ODHO, CCHS	Track	No	Support	applicable to certain association health plans and prohibits a carrier from issuing a health benefit plan that is not a qualified health plan certified by the Silver State Health Insurance Exchange.	5/29/19 Approved by the Governor		
SB	482	.state.nv.us/App /NELIS/REL/80th 2019/Bill/6923/ Overview	Senate Committee on Health and Human Services	Approved	Revises provisions relating to health insurance.	ODHO, CCHS	Track	No	Support	ability to enter into compacts with surrounding states, to allow reciprocal licensing with neighboring states' health insurers, to ensure such insurance is available if there is no carrier in a Nevada county.	5/29/19 Approved by the Governor		
SB	483	<u>.state.nv.us/App /NELIS/REL/80th 2019/Bill/6924/ Overview</u>	Senator Spearman, Harris	Approved	Revises provisions governing the Statewide Program for Suicide Prevention	ODHO	Track	No	Support	Requires the State Suicide Prevention Coordinator to establish a program of free suicide prevention training for family members of persons at risk of suicide.	6/7/19 Approved by the Governor		
SB		<u>.state.nv.us/App /NELIS/REL/80th 2019/Bill/6962/ Overview</u>	Senate Committee on Finance	No further action	Creates the Advisory Board on Water Resources Planning and Drought Resiliency.	EHS	Track	Yes	Neutral	Resources Planning and Drought Resiliency consisting of eight voting members appointed by the Governor. The Advisory Board shall advise the Chief of the Water Planning Section (within DCNR), the Governor and the	4/9/19 Senate Natural Resources	Heard, no action	
SB	500	<u>.state.nv.us/App /NELIS/REL/80th 2019/Bill/6965/ Overview</u>	Senate Committee on Finance	Approved	Revises provisions governing financial support for assisted living facilities.	ODHO	Track	No	Support	allocation of \$200,000 from the Fund for a Healthy Nevada to pay for assisted living facilities and support services, allowing the funds to be used for other Healthy Nevada puposes.	6/7/19 Approved by the Governor		

		.state.nv.us/App /NELIS/REL/80th 2019/Bill/7053/	Senate		AN ACT relating to health care; creating the Patient Protection Commission; providing for the				SB544 is a bill for the Patient Protection Commission to review issues related to health			
SB	544		Committee on HHS	Approved	appointment of certain	ODHO	Track	No	care needs of residents in Nevada for quality, accessibility and affordability of health care.	the Governor		



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## Air Quality Management Division Director Staff Report Board Meeting Date: June 27, 2019

**DATE:** June 14, 2019

WASHOE COUNTY

HEALTH DISTRICT

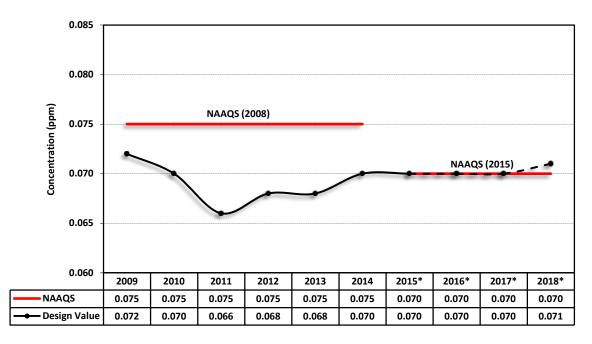
**TO:** District Board of Health

- **FROM:** Michael Wolf, Acting Director 775-784-7216, mwolf@washoecounty.us
- **SUBJECT:** Program Update Ozone Trends and Attainment, Divisional Update, Monitoring and Planning and Permitting and Enforcement

#### 1. Program Update

a. Air Quality Trends Report (2009 - 2018) Illustrates the Urgency of Ozone Advance Initiatives

The Air Quality Trends Report (2009 - 2018) summarizes the monitoring data collected in 2018 and provides the 10-year trend for each pollutant. The following graph provides a summary of the past 10-year trend of ozone design values for Washoe County:



Note:  $2015^*$  -  $2018^*$  indicates years which exceptional events concurrence by EPA affect the 3-year average design values.



The graph identifies a reduction in ozone during the economic recession the region suffered between 2008 and 2011. This data is consistent with the understanding that a strong economy will have increases in pollution-generating activities such as construction, manufacturing, and vehicle miles traveled. Currently businesses are thriving with expansions and new businesses are moving to the area every month, thus we would expect to see increases in these activities.

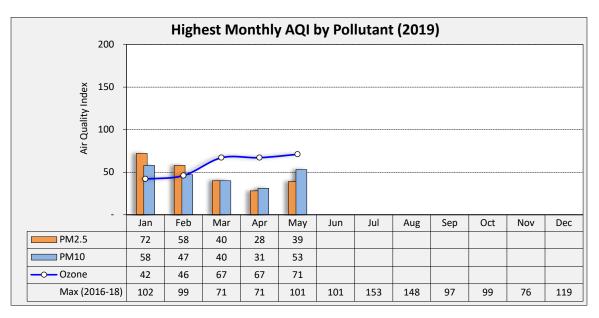
Since the 2015 Ozone National Ambient Air Quality Standard (NAAQS) was promulgated, Washoe County has had twenty nine exceedances. Most of the exceedances were during wildfires. AQMD prepared documents for EPA called Exceptional Events Demonstrations (EEs) in which we were able to demonstrate that the impact was from an event outside of our control. For the EEs for 2015 and 2016, EPA concurred with the overall findings and some of the wildfire smoke impacted data was excluded from our design value calculations. The design value is a value that is calculated from the monitoring data for comparison against the NAAQS. For 2017, an initial notification was submitted to EPA, but they have yet to take any action. In April 2019 AQMD certified the monitoring data for 2018, from which three violating monitors where identified; Lemmon Valley, Sparks and Reno3 all have design values of 0.071 ppm. An initial notification will be submitted to EPA by the end of July for 2018 data impacted by wildfire smoke. Even with the initial notification, EPA could technically redesignate Washoe County as nonattainment for ozone at any time. At this time, EPA has indicated they are not planning to take any action on the Washoe County redesignation.

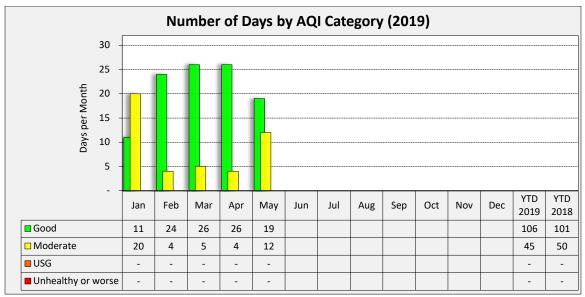
Until EPA concurs with the 2017 and 2018 EE demonstrations, Washoe County could be classified as violating the 2015 Ozone NAAQS and may be at risk for being redesignated as nonattainment. Therefore, AQMD staff will continue to communicate the significance and urgency of implementing the Ozone Advance Program initiatives whenever possible. These voluntary control strategies and initiatives may become mandatory for businesses and residents if EPA redesignates the County in the future. To achieve further emission reductions, staff continues to provide comments on development projects, both commercial and residential. Community development investments in strategies such as ENERGY STAR buildings to reduce fuel consumption; providing safe routes to school and work to reduce vehicle miles traveled; and reducing heat island effects are short term solutions with long term results. The value of financial commitments made today will be returned to the citizens for generations to come by protecting the personal and economic health of the community and avoiding the health and economic consequences of a nonattainment designation

Michael Wolf, Acting Director Air Quality Management Division Date: June 14, 2019 Subject: AQM Division Director's Report Page 3 of 6

#### 2. Divisional Update

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





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

Date: June 14, 2019 Subject: AQM Division Director's Report Page 4 of 6

#### 3. Program Reports

a. Monitoring and Planning

<u>May Air Quality</u>: There were no exceedances of any National Ambient Air Quality Standard (NAAQS) during the month of May.

<u>Annual Network Plan</u>: The DRAFT "2019 Ambient Air Monitoring Network Plan" is available for public inspection at OurCleanAir.com. The Annual Network Plan summarizes monitoring network operations for 2018 and includes proposed modifications for 2019-20. This plan is a federal requirement and will be submitted to EPA by July 1, 2019.



<u>Audit of Monitoring Program</u>: EPA Region 9 has scheduled a Technical System Audit (TSA) of the AQMD Monitoring program for August 13-15, 2019. The purpose of the audit is to improve the quality and performance of the ambient air monitoring program. EPA conducts TSA's every three years and last audited the AQMD's program in May 2016.

<u>Green Building Awards</u>: On May 22, 2019, the City of Reno recognized local leaders that demonstrate the business case for green building and energy efficiency. In addition to saving money, their operations also support Ozone Advance. This year's winners are:

- <u>Sierra Nevada Job Corps</u>. (LEED BD+C; JCC Cafeteria building)
- <u>Wells Fargo</u> (LEED ID+C; Retail Commercial Interiors McQueen Crossing)
- <u>Panattoni Development Company</u> (LEED BD+C; Petco Building)
- <u>Phoenix Reno Apartments</u> (ENERGY STAR)
- <u>Airport Gardens</u> (ReEnergize Reno)
- <u>Washoe County School District</u> (Award of Excellence Reno; Portfolio-wide energy retrofit project)
- <u>Carson City School District</u> (Award of Excellence Regional; ENERGY STAR certification in 90 percent of schools)
- <u>Peppermill Facilities Team</u> (Leadership Award; Geothermal and site-wide energy retrofits)
- <u>Di Loreto Homes</u> (National Green Building Standard)
- <u>Frank Avera, City of Reno Buildings Maintenance Manager</u> (City Manager Choice)

Daniel K. Inouye Chief, Monitoring and Planning



#### b. Permitting and Enforcement

Staff reviewed thirty eight (38) sets of plans submitted to the Reno, Sparks or Washoe County Building Departments to assure the activities complied with Air Quality requirements.

In May 2019, Staff conducted seventy (70) stationary source inspections, two (2) initial compliance inspections, and twenty (20) gasoline station inspections. Staff was also assigned twelve (12) new asbestos abatement projects, overseeing the removal of over 26,000 square feet of asbestos containing materials. Staff received thirteen (13) new building demolition projects to monitor. Further, there were fourteen (14) new construction/dust projects to monitor. Staff performed fifty-seven (57) construction site inspections. Each asbestos, demolition and construction notification project is monitored regularly until each project is complete and the permit is closed. During the month enforcement staff also responded to fourteen (14) complaints.

	20	19	20	)18
Type of Permit	May	YTD	May	Annual Total
Renewal of Existing Air Permits	131	497	129	1064
New Authorities to Construct	5	25	4	50
Dust Control Permits	14 (132 acres)	73 (870 acres)	17 (143 acres)	279 (3129 acres)
Wood Stove (WS) Certificates	49	172	45	403
WS Dealers Affidavit of Sale	4 (2 replacements)	30 (19 replacements)	0 (3 replacements)	84 (55 replacements)
WS Notice of Exemptions	615 (7 stoves removed)	2927 (30 stoves removed)	801 (15 stoves removed)	8334 (87 stoves removed)
Asbestos Assessments	88	473	111	1129
Asbestos Demo and Removal (NESHAP)	25	115	25	309

	20	19	20	)18
COMPLAINTS	May	YTD	May	Annual Total
Asbestos	0	4	0	16
Burning	0	3	0	11
<b>Construction Dust</b>	10	29	5	58
Dust Control Permit	0	1	0	2
General Dust	0	10	2	56
Diesel Idling	1	2	1	2
Odor	3	7	2	17
Spray Painting	0	3	3	6
Permit to Operate	0	3	1	4
Woodstove	0	2	0	6
TOTAL	14	64	14	178
NOV's	May	YTD	May	Annual Total
Warnings	7	10	6	16
Citations	1	3	1	13
TOTAL	8	13	7	29

\*Discrepancies in totals between monthly reports can occur due to data entry delays.

Michael Wolf Chief, Permitting and Enforcement



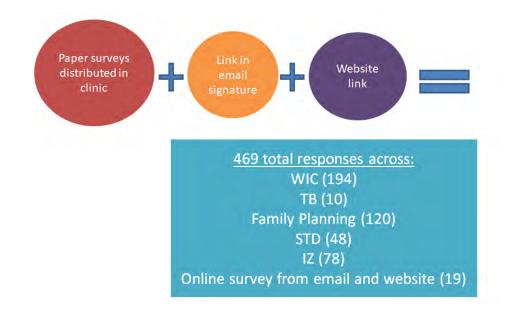
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# Community and Clinical Health Services Director Staff Report Board Meeting Date: June 27, 2019

DATE:	June 14, 2019
TO:	District Board of Health
FROM:	Steve Kutz, RN, MPH 775-328-6159; skutz@washoecounty.us
SUBJECT:	Divisional Update – Client Satisfaction Survey Results; Data & Metrics; Sexual Health, Immunizations, Tuberculosis Prevention and Control Program, Family Planning/Teen Health Mall, Chronic Disease Prevention Program, Maternal Child and Adolescent Health, and Women Infants and Children

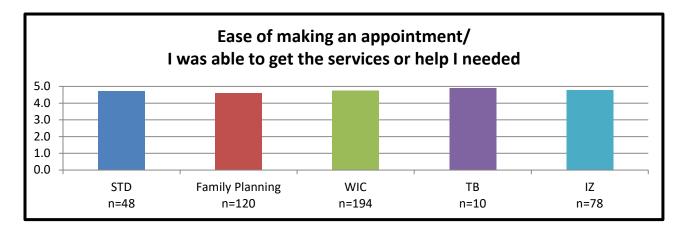
#### 1. Divisional Update

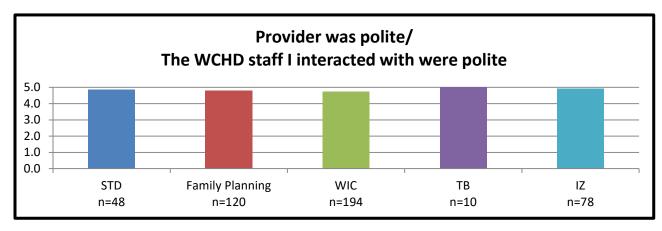
a. Client Satisfaction Survey Results 2019 – In February and March 2019 CCHS conducted its annual Client Satisfaction Survey. New this year was the surveying of internal staff and external professional partners and contacts. CCHS received 450 responses through our clinics, and 19 responses from an external email request and an email signature link, for a total survey response of 469, which was 22% higher than last year.

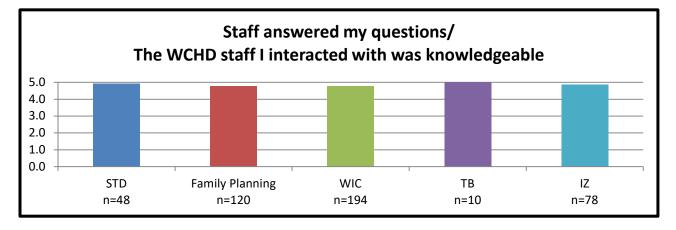


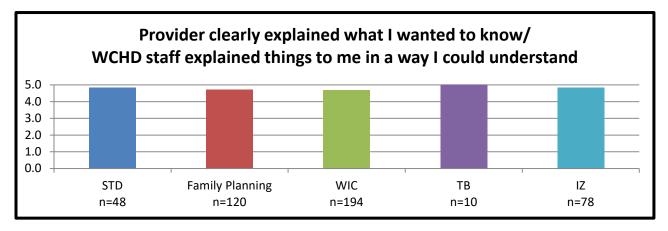


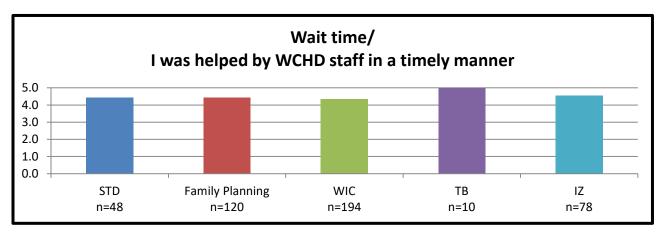
As has been the norm in our surveys over the past few years, client responses were overwhelmingly positive –







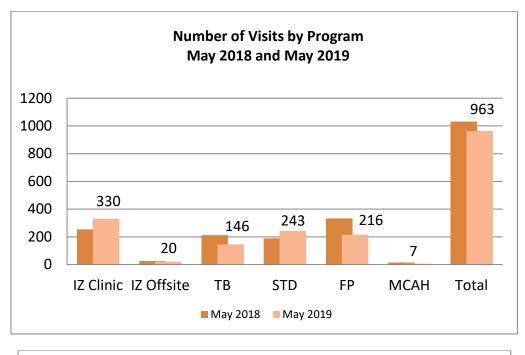


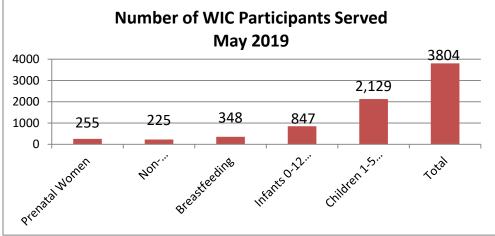


Opportunities for improvement, while minor, will be reviewed by CCHS programs. Areas for improvement included wait times for clients, and improving ease of making appointments in the Family Planning program. The continued positive survey responses and favorable client comments highlight the incredible services and staff provided through the CCHS programs.

Date: June 27, 2019 Subject: CCHS Division Director's Report Page: 4 of 6

#### b. Data/Metrics





Changes in data can be attributed to a number of factors – fluctuations in community demand, changes in staffing and changes in scope of work/grant deliverables, all which may affect the availability of services.

#### 2. Program Reports – Outcomes and Activities

a. **Sexual Health** – Kathy Goldsworthy, APRN student is completing a 100 hour internship in the Sexual Health and Family Planning program.

Offsite HIV/STD testing expansion, funded through Ryan White Part B, has gained momentum. Scheduled sites in June include Sober 24, Silver Dollar Court Coronation, Juneteenth, Holland

Project, and Jub Jub's Thirst Parlor (scheduled on June 27<sup>th</sup>, National HIV Testing Day). Other Ryan White sites include Crossroads, Reno Sparks Indian Colony, and Family Health Festivals. From the beginning of the grant year of April 1, 2019 through May 30, 2019, testing has been provided to 26 individuals. The grant goal is to test 400 individuals by March 30, 2020. Staff have been engaging with community partners to expand sites and testing opportunities. These sites are in addition to the sites being offered through separate HIV prevention funding: Washoe County Detention Center, Jan Evans, Eddy House, Steve's Club, Our Center, solicitation and sex worker undercover operations with the Regional Street Enforcement Team, and an offsite weekly testing site (currently housed at the Senior Center). Rapid HIV, chlamydia, gonorrhea and syphilis testing are offered at all offsite testing events.

b. **Immunizations** – Staff administered 69 immunizations to 20 children at the Family Health Festival at Sparks Christian Fellowship on May 20, 2019. Planning for additional back to school outreach clinics is underway.

Connie Torres, RN is orienting to the Immunization Clinic. She is currently an intermittent hourly nurse with the HIV program.

- c. **Tuberculosis (TB) Prevention and Control Program** Staff completed screening for two B1 immigrants. Two new suspect cases have been ruled out and will be treated for latent TB infection. Staff also provided a TB skin test training on June 5, 2019 at Northern Nevada HOPES for over 30 participants. Second round of testing has begun for a recent large TB case investigation. Additionally, nursing staff are managing five directly observed therapy (DOT) cases.
- d. Family Planning/Teen Health Mall Staff had a Women's Health Connection site visit on May 28, 2019. On June 19, 2019, Safe Embrace will provide training for staff on Statutory Sexual Seduction. Jaime Young, APRN student is completing a 100 hour internship in the Sexual Health and Family Planning program.
- e. **Chronic Disease Prevention Program (CDPP)** Three park events have been held at the following locations; Cottonwood Park, Pat Baker Park, and Ardmore Park. The goals for these events are to increase park utilization and promote physical activity.

Tobacco prevention and control media campaigns began running promoting the importance of Smoke free spaces, one is targeting the general population and one is specific to the TMCC campus.

f. **Maternal, Child and Adolescent Health** (**MCAH**) – Seven mothers received safe sleep training and portable cribs in May through the Cribs for Kids program.

Fetal Infant Mortality Review (FIMR) nurses attended the Ethical Topics in Perinatal Loss Conference on April 27, 2019. Nursing staff are also preparing to transition from a REDCap database to the National Center for Fatality Review & Prevention Case Reporting System on July 1, 2019.

g. Women, Infants and Children (WIC) – The WIC team welcomed Nancy Ramirez-Partida as a Community Health Aide. She will be conducting nutrition assessments and providing information to assist WIC clients. After nearly 22 years of providing exceptional WIC services at the Washoe County Health District, Janet Piette retired on June 14, 2019. Her extensive knowledge, overwhelming commitment, her passion for breastfeeding, and most importantly her compassion for all those she interacts with each and every day will be missed.





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# Environmental Health Services Division Director Staff Report Board Meeting Date: June 27, 2019

DATE:	June 14, 2019
TO:	District Board of Health
FROM:	Charlene Albee, Division Director 775-328-2644; <u>calbee@washoecounty.us</u>
SUBJECT:	Environmental Health Services (EHS) Division Program Updates – Community Development, Epidemiology, Food, Land Development, Safe Drinking Water, Schools, Training, Vector and Waste Management, and Inspections.

#### **Program Updates**

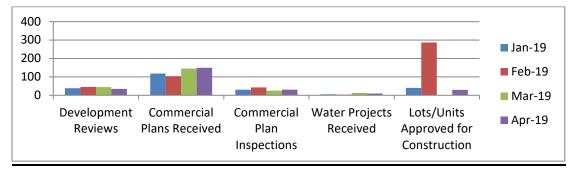
#### **Community Development**

- The commercial plan review group is in the beginning stages of determining what equipment and upgrades will be necessary to meet the regional goal for electronic plan review. The program is in the process of requesting bids for locations of office workstations and creating functional plan review areas for staff.
- Commercial plan review is averaging five calendar days for review for all projects submitted.
- Commercial plans are still increasing year over year.
- Staff continues to meet with the regional development groups on a routine basis to ensure proposed projects are successful and to offer assistance when requested.
- The following table details the specific number of plans per program, inspections and the number of lots or units that were approved for construction within Washoe County:

Community Development	JAN 2019	FEB 2019	MAR 2019	APR 2019	MAY 2019	2019 YTD	2018 TOTAL
Development Reviews	38	45	44	35	40	202	436
Commercial Plans Received	118	103	145	149	123	638	1,272
Commercial Plan Inspections	30	42	25	30	30	157	339
Water Projects Received Lots/Units Approved for	5	3	13	9	2	34	224
Construction	40	287	0	29	286	642	5,067



Date: June 14, 2019 Subject: EHS Division Director's Report Page: 2 of 5



## **Epidemiology**

• EHS Epidemiology Program staff received two complaints with three reports of foodborne illness related to Fur Con from May 16 through May 20 at the Grand Sierra Resort (GSR). Upon investigation it was noted that the symptoms among the three reported illnesses did not match and no individual food establishment was implicated. Staff from EHS contacted GSR management to inquire about other complaints and ensure that affected rooms were thoroughly sanitized. No further complaints were received. On May 21, staff received a complaint from a patron of a local Mexican restaurant claiming that out of a party of seven there were six illnesses. After unsuccessful attempts to contact the complainant, staff investigated the restaurant based on what limited information was available. There were no violations or sanitation issues found during the investigation.

#### Food

- Staff held two public workshops on May 14 and 15, 2019, to gather comments and input on the proposed regulations governing food establishments. Both workshops were attended by food establishment operators, food protection manager instructors, and industry association representatives. Participation in forums with two-way communication regarding food safety and strategies to control foodborne illness risk factors meets the criteria of Standard 7 Industry and Community Relations.
- Staff participated in the Glenn Duncan S.T.E.M. Academy Community Helper Day with a demonstration on proper handwashing techniques. Students were able to learn about illness prevention techniques and potential careers in the public health field. Educational outreach to increase awareness of foodborne illness risk factors meets the criteria of Standard 7 Industry and Community Relations.
- Due to an increased interest in consumer products derived from cannabidiol (CBD), staff systematically issued cease and desist orders to local businesses found to be adding CBD products as ingredients in food. According to the U.S Food and Drug Administration (FDA), CBD is considered an unapproved food additive and is not permitted for use in human food and dietary substances. Alternative operations were discussed with the businesses and the Food Safety Program will continue to work with the Washoe County food establishment industry in order to educate them on CBD products and to assist food establishment operators as needed to ensure compliance.
- **Special Events** Two large events took place during the month of May, which included Cinco de Mayo at the Grand Sierra Resort and The Reno River Festival at Wingfield Park. Overall, May had about the same inspection load as the previous year. As noted during past years, the inspection work load is expected to double from May. Most farmer markets begin their season

Date: June 14, 2019 Subject: EHS Division Director's Report Page: 3 of 5

in June and several large special events are scheduled including the Street Vibrations Spring Rally, Eldorado BBQ, Brews & Blues Festival, and Reno Rodeo.

## Land Development

- Land development plan intake numbers continue to increase over 2018. As of June 6, plans received for review were 20% higher than the year prior. It appears that the increase is made up of approximately 12% growth in new plans and a 63% increase in revisions; possibly due to more out of state contractors unfamiliar with Washoe County regulations and/or much more difficult property build outs.
- The team has developed a new process with the Building Department for handling "septic only" revisions that allow for a more expedient review. This will benefit the contractors, Washoe County Building Department and EHS staff.
- Working with the Recorder's Office, Land Development is also in the process of developing guidance for customers with regards to recording certain agreements to property titles. This is something that does not often occur, but sometimes can be frustrating to clients who do not understand what is needed for final Health sign off. Being able to provide guidance should alleviate some of the frustration.

Land Development	JAN 2019	FEB 2019	MAR 2019	APR 2019	MAY 2019	2019 YTD	2018 TOTAL
Plans Received (Residential/Septic)	85	43	80	85	88	381	890
Residential Septic/Well Inspections	71	20	77	100	98	386	987
Well Permits	11	3	4	4	6	28	108

## Safe Drinking Water

- 12 of the 25 sanitary surveys required for this year have been completed, with all but three scheduled to be completed before the end of June. Reports are still in the process of being written as the team is working towards completing all letters within 30 days of the survey completion date. This will bring the group in line with State requirements.
- A new process was developed, working with support staff, to make monthly Total Coliform Rule compliance more efficient. Training of support staff was completed and the new process is in effect and working well.
- Consumer Confidence Reports are being submitted by Water Systems for review and approval by staff. These reports should be completed by the end of June.

## <u>Schools</u>

• Environmental Health Services staff completed all 127 inspections of Public Schools for the spring 2019 semester by May 31. Staff is working with the Washoe County School District to ensure that playground surfaces are repaired during the summer months.

## **Training**

• Environmental Health Services staff completed orientation for the institutions program for a new intermittent staff member in May. The intermittent, who came in with a National Registration for Environmental Health, was conducting independent inspections on schools, pools and mobile home parks at the end of May following the orientation which was setup by the EHS training program. Additionally, the newest full-time Environmental Health Specialist completed food

Date: June 14, 2019 Subject: EHS Division Director's Report Page: 4 of 5

training in May and will be starting institutions training in June while working independently on food inspections in an assigned area.

#### Vector-Borne Diseases (VBD)

• The program will conduct their third aerial larviciding application on June 19, 2019, at the Stead airport beginning at 6:00am. The product being used is MetaLarv, which is a spherical pellet formulation of larvicides that features the active ingredient Methoprene - a juvenile hormone analog of mosquitoes that



prevents the emergence of adult mosquitoes. MetaLarv is a biorational pre-hatch insecticide for control of mosquito larvae in floodwater areas with an exclusive triple release technology formulation. It provides an initial flash of Methoprene for immediate control of mosquitoes and the rate of flash is not dependent on water temperature. The second release takes place when the floodwaters rise, providing sustained control. The third release remains effective after the waters recede, ready to release Methoprene during the next flooding cycle.

- The State of Nevada Department of Agriculture (NDA) awarded the program a grant for trapping equipment and supplies. Program staff works in partnership with the NDA Animal Disease Laboratory (ADL) in arbovirus testing. The ADL performs West Nile Virus (WNV), St. Louis Encephalitis (SLE), and Western Equine Encephalitis (WEE) testing on mosquito pools, domestic animals and wildlife for Washoe County. Program staff submits the majority of arbovirus testing for the state. Routine and standardized trapping methods are deployed to ensure standardized mosquito surveillance. Mosquito surveillance involves species identification, abundance, and spatial distribution within a geographic area through the collection of eggs, larvae, and adult mosquitoes. It is necessary for monitoring changes in abundance and species distribution, evaluating control efforts, and informing intervention decisions.
- Flea surveillance in Washoe County parks is being conducted the second week of June for the identification and counts of fleas in squirrels. Parks with high flea loads and large squirrel populations are at the greatest risk of a plague epizootic. Rodent burrows are dusted with an insecticide to lower the rodent flea loads. Lowering flea loads minimizes the risk of a plague epizootic to humans and pets, prevents the closure of a park if an outbreak occurs. Additionally, program staff responds to reports of potential plague epizootics (rodent die-offs) by conducting plague surveillance. When a dead rodent (or multiple dead rodents) report is received, staff makes contact with the reporting person to see if a plague epizootic is plausible. Staff collects the rodent(s), necropsy in the lab, and if plague still appears plausible, submits tissue samples to the ADL for fluorescent antibody testing. Rodent testing is achieved through necropsy and submission of tissue samples to the NDA for fluorescent antibody testing that determines if plague is present.
- Vector staff had a successful fishing expedition for mosquito fish the first week in June. Mosquitofish, scientifically known as Gambusia affinis, are a major predator of mosquito larvae in many diverse aquatic habitats around the world. The fish's ability to consume large quantities of mosquito larvae makes it an effective biological tool toward mosquito population control. A rapid reproductive rate and high adaptability to harsh climates support its use by public health

agencies to control mosquitos throughout the United States. The vector program utilizes mosquitofish as an effective and safe biologic control agent for mosquitoes in Washoe County. Our staff also provides consultation on mosquitofish use in ornamental ponds and small lakes. Interested residents may request fish for a private pond by calling EHS. This is a free service to Washoe County residents.

• The week of June 10, Vector posted messages for public outreach on Social Media (<u>https://www.facebook.com/wchdehs/</u>). Topics ranged from Hantavirus Pulmonary Syndrome, tick diseases including Lyme Disease, Rocky Mountain Spotted Fever, Tularemia, and West Nile Virus. The information included awareness, identification and selecting proper insect repellent products.

#### Waste Management

- Nevada Division of Wildlife (NDOW) placed a bear trap on Sharon Way two weeks ago in response to increased bear activity. Staff sent the routine animal resistant container letter and the owner purchased a container just prior to receiving our letter, but the bear has not returned. NDOW was unable to capture the bear and no further complaints have been received.
- A homeless encampment on Bureau of Land Management (BLM) property is to occur the week of June 10, just east of the end of City of Sparks, along the north side of the Truckee River. Washoe County Health District (WCHD) had requested Waste Management (WM) to supply a container for waste disposal activities but they were unable to fulfill the request. WCHD organized a collaborative effort with Washoe County Sheriff's Office, BLM, and the City of Sparks to remove the "campers" and clean up the property.
- Program staff was able to coordinate with WM to pick up six 32-gallon sharps containers from an elderly resident in Cold Springs who had nearly eight years of used sharps accumulated in his home.

	JAN 2019	FEB 2018	MAR 2018	APR 2018	MAY 2018	2019 YTD	2018 TOTAL
Child Care	16	6	8	5	12	47	116
Complaints	57	34	69	75	73	308	756
Food	477	596	863	409	464	2,809	5,810
General*	65	97	97	90	405	754	2,254
Temporary Foods/Special Events	9	16	17	32	103	177	1,630
Temporary IBD Events	0	4	0	76	0	80	99
Waste Management	10	25	16	13	4	68	141
TOTAL	634	778	1,070	700	1,061	4,243	10,806
EHS Public Record Requests	320	188	468	147	318	1,482	2,001

## EHS 2019 Inspections

\* General Inspections Include: Invasive Body Decorations; Mobile Homes/RVs; Public Accommodations; Pools; Spas; RV Dump Stations; and Sewage/Wastewater Pumping.





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# Epidemiology and Public Health Preparedness Division Director Staff Report Board Meeting Date: June 27, 2019

- **DATE:** June 17, 2019
- **TO:** District Board of Health
- **FROM:** Randall Todd, DrPH, EPHP Director 775-328-2443, rtodd@washoecounty.us
- **SUBJECT:** Program Updates for Communicable Disease, Outbreaks, Measles, Acute Flaccid Myelitis, PHP Program, Inter-Hospital Coordinating Council, McQueen High School, Family Health Festival, Pandemic Influenza Exercise, Point of Dispensing Operations Exercises, American Red Cross, Emergency Medical Services, Community Presentations, Trainings, Upcoming Exercises, REMSA Response Data

#### Communicable Disease (CD)

<u>Outbreaks</u> – Since the last District Board of Health meeting in May, the Communicable Disease (CD) Program has opened two outbreak investigations for hand, foot, and mouth disease (HFMD) in daycares. Both outbreaks are still ongoing.

<u>Measles</u> - From January 1 to June 13, 2019, 1,044 individual cases of measles have been confirmed in 28 states. This is the greatest number of cases reported in the U.S. since 1992 and since 2000 when it was declared eliminated in the U.S. States that have reported cases to CDC are Arizona, California, Colorado, Connecticut, Florida, Georgia, Idaho, Illinois, Indiana, Iowa, Kentucky, Maine, Maryland, Massachusetts, Michigan, Missouri, New Mexico, Nevada, New Hampshire, New Jersey, New York, Oklahoma, Oregon, Pennsylvania, Texas, Tennessee, Virginia, and Washington.

The CD Program has investigated a total of 16 suspect measles cases so far this year. All have been ruled out for measles after testing was completed. At this time there have not been any confirmed cases of measles in Washoe County for 2019.

<u>Acute Flaccid Myelitis (AFM)</u> – Two suspect cases were reported in May. Case information along with specimens, MRI images, and lab results were sent to CDC for case classification. The first case was determined not to be a case. Case classification is still pending for the second.



Date: June 17, 2019 Subject: EPHP Division Director's Report Page: 2 of 4

#### Public Health Preparedness (PHP)

<u>Inter-Hospital Coordinating Council</u> – As part of the improvement plan from the March No-Notice exercise, the EMS Coordinator offered three trainings to healthcare facilities on 800 MHz radio operations. The Health District will continue to offer these trainings on a regular basis to address the needs identified in the exercise.

In conjunction with Nevada Hospital Association and the Rural Healthcare Preparedness Partners, IHCC hosted a Burn Care and Mass Casualty training at the Health District on June 5. The trainers were from the University of Utah Health Care Burn Center and the Utah Department of Health. Adult and pediatric burn patient management from the field through definitive care was addressed, in addition to disaster crisis standards of care. The class was well attended and well received by EMS and healthcare professionals.

<u>McQueen High School</u> - On May 13, the PHP program delivered 200 SWAT-T's (Emergency tourniquets) to the McQueen High School Junior Reserve Officer Training Corp. These SWAT-T's are part of an emergency preparedness bucket that is getting placed in every classroom at McQueen. The intent of the buckets is to have emergency medical supplies immediately available in an active shooter or other traumatic injury event. This initial project jump started a second project with the school district in which the PHP program provided 174 emergency buckets (with SWAT-T's) to act as a pilot project for all the other Washoe County School District schools. Additionally, the PHP program has partnered and coordinated with REMSA to provide Stop the Bleed (STB) train the trainer training for school district staff as part of the WCSD larger push to train administrators, teachers and students how to respond in a bleeding emergency.



<u>Family Health Festival</u> - On May 16, the PHP program supported the Family Health Festival (FHF) by staging an electronic reader board to help inform the public about the FHF event. PHP has been coordinating with the FHF to provide messaging support in the last several events.

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<u>Pandemic Influenza Exercise</u> - On May 23, the PHP program met with the State Division of Public and Behavioral Health to start the planning process for a statewide full scale pandemic influenza exercise, tentatively scheduled to begin in September of 2020. This exercise will require a complete mobilization of community partners in Washoe County to respond to a pandemic caused by a novel influenza virus.

<u>Point of Dispensing Operations</u> - Throughout the month of May, the PHP program has been delivering Point of Dispensing (POD) cages to local high schools. These cages contain all the basic supplies (signs, supplies and information) to establish and set up a POD location at the selected high schools.

<u>Exercises</u> – PHP and EMS staff attended the multi-day tabletop exercise held on May 21-23. Five modules were offered, taking the incident from initial response though recovery. Module attendees varied from 20-46 and were from a diverse group of community partners. Lessons learned will be incorporated in emergency plans and the November 2019 full scale exercise.

Staff has begun planning with Washoe County Emergency Management and Homeland Security for the November 2019 full scale exercise. The Health District is coordinating the mass casualty and family assistance center elements. An initial planning for both facets have occurred and will be occurring monthly leading up to the exercise.

<u>American Red Cross</u> - Staff met with the Northern Nevada American Red Cross (ARC) Disaster Program Manger on June 2, to review its mass care shelter's medical capabilities. The ARC Program Manger indicated that it is primarily able to only provide basic and limited first aid medical services to shelter residents. The ARC is unable to accommodate shelter residents on dialysis or a feeding tube, which would result in those citizens being diverted to other community health care and hospital facilities. This information was conveyed to the Healthcare System Liaison to inform the IHCC for preparation in the event of a mass care surge event.

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

<u>Community Presentations</u> - The EMS Coordinator presented to the Rotary Club of Reno Centennial Sunset on May 28 about Washoe County preparedness, with a specific focus on Health District planning efforts. The group was very interested in the preparations done by Health District staff, and thankful the Health District is actively working on responses to variety of possible public health incidents.

<u>Trainings</u> – EMS and PHP Program staff attended a Complex Coordinated Terror Attack (CCTA) training on May 30 and 31. The two-day FEMA sponsored training focused on the first 30-mintues of a coordinated attack and how law enforcement, fire and EMS need to strategically respond to multiple incidents at once. There were several lessons-learned that can be incorporated to the Alpha Multi-Casualty Incident Plan during the upcoming revision cycle.

The EMS Coordinator went on a ride along with the Sparks Fire Department on June 3 and had the opportunity to observe a well-developed wildland fire training to prepare the crew for the upcoming fire season.

Date: June 17, 2019 Subject: EPHP Division Director's Report Page: 4 of 4

The EMS Coordinator participated in the Reno Tahoe Airport Authority (RTAA) Annual Part 139 Tabletop exercise on June 12. The scenario involved an airplane crash with 80 souls onboard due to a bird striking the plane and causing heavy damage to the engines. The discussion focused on the initial response, establishing communications and victim/family support.

<u>Ebola/Infectious Disease Exercise</u>, June 19, 2019 - Annual exercise with an identified healthcare and transport partner to test capabilities within the region to respond to a patient with Ebola or a highly infectious disease.

<u>Silver Crucible Full Scale Exercise, November 12-14, 2019 -</u> Three-day statewide full scale exercise that will exercise multiple plans to include the mass casualty incident plan, mass casualty alpha plan, the family reunification annex, and the family assistance center plan.

Month	Zone A	Zone B	Zone C	Zone D	Zones B, C and D	All Zones
July 2018	91%	97%	100%	100%	97%	91%
August 2018	90%	96%	93%	N/A	95%	91%
September 2018	92%	96%	97%	100%	97%	92%
October 2018	92%	93%	100%	100%	95%	92%
November 2018	92%	96%	95%	100%	96%	92%
December 2018	91%	88%	95%	100%	90%	91%
January 2019	91%	100%	94%	100%	98%	91%
February 2019	91%	96%	89%	75%	92%	91%
March 2019	90%	88%	100%	100%	91%	91%
April 2019	92%	90%	100%	100%	94%	92%
May 2019	92%	96%	96%	100%	96%	92%
YTD	91%	94%	96%	94%	94%	91%

#### REMSA Percentage of Compliant Responses FY 2018 -2019

Month	Zone A 8:59	Zone B 15:59	Zone C 20:59	Zone D 30:59
July 2018	8:45	14:56	14:42	N/A*
August 2018	8:49	13:42	19:07	N/A*
September 2018	8:33	13:50	15:40	17:45
October 2018	8:39	15:31	17:24	N/A*
November 2018	8:36	13:33	17:54	N/A*
December 2018	8:53	16:20	17:24	N/A*
January 2019	8:46	12:21	18:08	N/A*
February 2019	8:45	13:58	20:52	N/A*
March 2019	8:55	16:33	14:38	N/A*
April 2019	8:30	13:50	15:50	N/A*
May 2019	8:38	13:02	16:28	N/A*

#### **REMSA 90th Percentile Responses**

\*There were 5 or less calls per month in Zone D, therefore a statistically meaningful 90<sup>th</sup> percentile analysis cannot be conducted. However, no calls in Zone D exceeded the 30:59 time requirement.



# DHO\_ 🖾 \_\_\_\_

# Office of the District Health Officer District Health Officer Staff Report Board Meeting Date: June 27, 2019

DATE:	June 27, 2019
TO:	District Board of Health
FROM:	Kevin Dick, District Health Officer 775-328-2416; <u>kdick@washoecounty.us</u>
SUBJECT:	District Health Officer Report – Public Health Accreditation (PHAB), Community Health Improvement Plan, Housing/Homelessness, Behavioral Health, Nutrition/Physical Activity, Workforce Development, Substance Abuse Task Force, Truckee Meadows Healthy Communities (TMHC), Legislative Session, Other Events and Activities and Health District Media Contacts

#### Public Health Accreditation (PHAB)

Staff members worked extensively to prepare for the site visit that occurred on June 25<sup>th</sup> and 26th. Practice sessions were held to prepare staff for interviews the PHAB site visitors conducted to ensure our best work would be presented. The site visit team conducted interviews on the Health District, the Community Health Needs Assessment and Community Health Improvement Plan, the Strategic Plan, and each of the PHAB Domains. In addition the site visit team met with Board Members Novak, Brown and Delgado and with a group of community partners.

#### Community Health Improvement Plan

CHIP implementation has continued as we have met or exceeded the majority of the performance measures outlined in the plan.

Housing/Homelessness - The Director of Programs and Projects continues to be an active participant in the Reno Area Alliance for the Homeless (RAAH) Leadership Committee which oversees the Continuum of Care activities required to maintain HUD funding currently provided to the community. The RAAH Youth Homelessness Committee, led by Catrina Peters and Michelle Gehr of the Eddy House, successfully completed and submitted a Housing and Urban Development Youth demonstration grant in May. Overall, 75% of the Housing/homelessness strategies are complete.

Behavioral Health - The CHIP Behavioral Health Committee has continued to monitor legislative items and celebrated the wins experienced during the legislative session such as the signing into law of SB425, which directs the state Medicaid plan to include reimbursement of tenancy support services for those who are severely mentally ill. This committee is meeting on August 8<sup>th</sup> at 2 PM to celebrate the



Date: June 27, 2019 Subject: ODHO District Health Officer Report Page: 2 of 3

successes and evaluate how to keep the work working forward. Overall, 64% of the strategies in the Behavioral health focus are complete and another 27% in progress.

Nutrition/Physical Activity - A very successful Family Health Festival was conducted in May and a back to school event is planned for July. Progress has continued with the 5210 initiative and quick start guides are being developed for the youth, workplace and healthcare environments. Overall, 71% of the strategies are complete for this focus area.

#### Workforce Development

Training on empathetic communications will be conducted on August 27<sup>th</sup> in partnership with Washoe County HR by Dr. Howard Chen. A staff member attended the PHIT conference the week of June 10<sup>th</sup> and the Director of Program and Projects will be attending the NACCHO conference along with the Government Affairs Liaison.

#### Substance Abuse Task Force

County Manager Slaughter transferred leadership of the Substance Abuse Task Force to Sheriff Balaam during the June 3 monthly meeting. The Task Force received an update on the Crossroads program and expansion. Workgroup activity in the areas of Peer Recovery Programs, Screening, Brief Intervention, and Referral to Treatment (SBIRT), and Youth Preventive Factors continues following the April 5<sup>th</sup> Community Accelerator event. A Governor's Opioid Summit has been scheduled for August 14 and 15 in Las Vegas.

#### Truckee Meadows Healthy Communities (TMHC)

The *Regional Strategy for Housing Affordability*, prepared by Enterprise Community Partners through a partnership between TMHC and the Truckee Meadows Regional Planning Agency was completed, presented to, and accepted by, the Truckee Meadows Regional Planning Agency Governing Board on May 23. The strategy provides a number of policies and tools that the jurisdictions in the region can pursue to enhance support for and opportunities to develop affordable housing. Discussions are underway for the Reno Housing Authority to play a lead role in implementing the strategy regionally. Presentations on the regional strategy are being scheduled for the Reno and Sparks City Councils, and the Washoe County Commissioners.

The TMHC Steering Committee met on June 5 with presentations and discussion on the legislative session and outcomes, the affordable housing trust fund, and updates on the Community Health Improvement Plan.

TMHC received notification that they have been invited to submit a second round grant proposal for the Build Health Challenge by the Robert Wood Johnson Foundation. Of the 130 initial round applicants, forty have been selected for the second round. The grant proposal addresses suicide prevention in the senior population in the 89512 zip-code area.

## Legislative Session

I worked closely with Joelle Gutman, Government Affairs Liaison, through the final week-and-a-half of the session. Activity occurred on a number of bills. One of them, SB263, addressing taxation, licensing and enforcement of e-cigarette and vape products and adding them to the Nevada Clean Indoor Air Act

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was scheduled to be heard on short notice. I was assisted by Nicole Alberti, of CCHS, who accompanied me along with Ms. Gutman to provide testimony before a joint committee meeting on Memorial Day. Ms. Gutman was present throughout the session. Her presence was particularly beneficial in the last days and hours of the Session as an emergency bill regarding Tobacco 21 was introduced and supported by Juul and Altria. However, the bill would not have been effective until after the 2021 Biennial Session. The bill passed through the Assembly but was not heard in the Senate.

Other Events and Activities

5/24/19 REMSA Board Meeting	
5/24/19 TMHC Meeting w/Sharon Zadra	
5/27/19 Testimony provided on SB263 in joint meeting of Senate Reven Development and Assembly Taxation	nue and Economic
5/30/19 TMHC Board of Directors Meeting	
5/30/19 Interview for Nevada Statewide Health Needs Assessment	
6/3/19 Washoe Regional Behavioral Health Policy Board Meeting	
6/3/19Substance Abuse Task Force Meeting	
6/4/19 AQM-EHS DHO/DD/Board Member Meeting	
5/30/19 WCSD SHARE Curriculum Meeting comment provided	
6/5/19TMHC Steering Committee Meeting	
6/5/19 Crisis Action Team Quarterly Meeting	
6/5/19 Division Directors Meeting	
6/7/19 State Board of Health Meeting – quarterly report provided	
6/7/19 Monthly meeting with Assistant County Manager	
6/7 - 10/19 Kevin Dick – Leave	
6/11/19 Nevada Association of Local Health Officials (NALHO) Teleconfe	erence
6/12/19Department Heads Meeting	
6/14/19 Public Health and Health Services Block Grant Public Hearing com	nment provided
6/14/19 Monthly Development Meeting with CSD	
6/17/19 TMHC Board Member Onboarding Meeting	
6/17/19 Arlo Stockham, City of Reno Community Development re: Ozone .	Advancce
6/18/19WCHD General Staff Meeting	
6/18/19 DBOH Agenda Review and Monthly Meeting with Chair and Vice-	-Chair
6/18/19 EPHP DHO/DD/Board Member Meeting	
6/19/19 Division Directors Meeting	
6/25 – 26/19 PHAB Site Visit	

#### Health District Media Contacts: May 2019 DATE <u>MEDIA</u>

5/24/2019	KRNV CH4 - NBC Reno	Ben Margiott	Fallon Leukemia Cluster - Todd
5/24/2019	KOLO CH8 - ABC Reno	Terry Russell	Hantavirus - Todd
5/16/2019	Wooster High School Newspaper	Nathanial Rodriguez	Measles - Todd
5/14/2019	KRNV CH4 - NBC Reno		Teen Pregnancy Prevention - Lottritz
5/13/2019		Michelle Billman	KUNE Adolescent Suicide Article - Peters
5/10/2019	KKOH Radio	ККОН	Food Regulation Amendment Workshops - English
5/9/2019	Reno Gazette Journal	Johnathan Wright	Third-party Food Delivery Companies
5/2/2019	KOLO CH8 - ABC Reno	Denise Wong	Alternate Care Site Exercise - Esp

REPORTER

#### Press Releases/Media Advisories/Editorials/Talking Points

5/29/2019	Second Mosquito Abatement Operation 2019	Ulibarri
5/13/2019	May is Teen Pregnancy Prevention Month	Ulibarri

#### STORY