



### Washoe County District Board of Health <u>Amended</u> Videoconference Meeting Notice and Agenda

### Members

Dr. John Novak, Chair Michael D. Brown, Vice Chair Marsha Berkbigler Kristopher Dahir Dr. Reka Danko Oscar Delgado Tom Young Thursday, July 23, 2020 1:00 p.m.

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

Unless and until the Governor of Nevada issues a Directive or Order requiring a physical location to be designated for meetings of public bodies where members of the public are permitted to attend and participate, no members of the public will be allowed in the BCC Chambers due to concerns for public safety resulting from the COVID-19 emergency and pursuant to the Governor's Declaration of Emergency Directive 006 Section 1, which suspends the requirement in NRS 241.023(1)(b) that there be a physical location designated for meetings of public bodies where members of the public are permitted to attend and participate.

This meeting will be held by teleconference only.

Please attend this meeting via the link listed below or via phone. (please be sure to keep your devices on mute and do not place the meeting on hold)

https://zoom.us/j/95713212764?pwd=ZDZwMWhoYVlyWk1FMExFODdYS2l2UT09 Phone: 1-669-900-6833 Meeting ID: 957 1321 2764

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

<u>1:00 p.m.</u>

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

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

As required by the Governor's Declaration of Emergency Directive 006 Section 2, members of the public can public comment by teleconference by logging into the ZOOM meeting via the above link.

NOTE: The zoom option will require a computer with audio and video capabilities. **Public comment requests can be submitted to** <u>svaldespin@washoecounty.us</u> no later than 4:00 p.m. on Wednesday, July 22, 2020.

### 4. Approval of Agenda. (FOR POSSIBLE ACTION) July 23, 2020

### 5. \*Recognitions.

### A. <u>Years of Service</u>

- i. Charlene Albee, 25 years, hired July 31, 1995 EHS
- ii. Jennifer Howell, 20 years, hired July 3, 2000 CCHS

### B. <u>Promotions</u>

- i. Sonya Smith promoted from Public Health Nurse II to Public Health Nurse Supervisor effective June 22, 2020 CCHS
- ii. Cecilia Bustos Duarte– promoted from Intermittent Hourly RN to Public Health Nurse II effective July 20, 2020 CCHS

### C. New Hires

- i. Gaylon Erickson COVID Administrative Assistant hired July 20, 2020
- ii. Kristen Palmer, COVID Grants Coordinator, hired July 20, 2020
- iii. Kelsey Zaski, COVID Office Support Specialist, hired July 20, 2020

### D. Reclassed

i. Anastasia Gunawan – reclassed from part-time Statistician to full-time Statistician effective June 11, 2020

### 6. Consent Items. (FOR POSSIBLE ACTION)

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

A. Approval of Draft Minutes – (FOR POSSIBLE ACTION)
 i. June 25, 2020

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

- Approve Notice of Subaward from the State of Nevada Department of Health and Human Services, Division of Public and Behavioral Health in the amount of \$1,100,392.00 retroactive to January 20, 2020 through April 22, 2022 to support COVID-19 Epidemiology and Laboratory Capacity (ELC) and authorize the District Health Officer to execute the Notice of Subaward and any future amendments. Staff Representative: Nancy Kerns-Cummins
- ii. Approve the Agreement between Washoe County Health District and ASM Global Reno on behalf of the Reno Sparks Convention & Visitors Authority for the Reno Sparks Livestock Events Center (RSLEC) in the amount of \$326,862.00 retroactive to June 8, 2020 through June 21, 2021 for use of RSLEC parking lot, event labor and security services for COVID-19 testing; authorize the District Health Officer to execute the agreement and any future amendments not to exceed \$100,000.00. Staff Representative: Nancy Kerns-Cummins
- iii. Approve Notice of Subaward from the State of Nevada Department of Health and Human Services, Division of Public and Behavioral Health in the amount of \$8,924,923.00 retroactive to January 20, 2020 through June 30, 2022 to support COVID-19 Epidemiology and Laboratory Capacity (ELC) and authorize the District Health Officer to execute the Notice of Subaward and any future amendments.

iv. Approve the Agreement between Washoe County Health District and the Board of Regents of the Nevada System of Higher Education to provide educational experiences for University of Nevada students in a public health agency environment for the period retroactive to July 1, 2020 through June 30, 2021, with automatic renewal for two successive one-year periods for a total of three years on the same terms unless either party gives the other written notice of nonrenewal at least 60 days prior to June 30 of each year.

Staff Representative: Kim Graham

- C. Accept a donation of 30,000 KN95 masks from ZLINE Kitchen and Bath with an estimated value of \$150,000.00. (FOR POSSIBLE ACTION) Staff Representative: Nancy Kerns-Cummins
- D. Recommendation to uphold citations not appealed to the Air Pollution Control Hearing Board. (FOR POSSIBLE ACTION)
  i. A Plus Collision Center - Case No. 1222, NOV No. 5781 Staff Representative: Francisco Vega
- E. Acknowledge receipt of the Health Fund Financial Review for June, Fiscal Year 2020. (FOR POSSIBLE ACTION)
   Staff Representative: Anna Heenan

### - END OF CONSENT -

### 7. Regional Emergency Medical Services Authority Presented by: Dean Dow and Alexia Jobson

A. Review and Acceptance of the REMSA Operations Report for June 2020 – (FOR POSSIBLE ACTION)

### B. \*Update of REMSA's Public Relations during June 2020

8. Update on current Air Quality Management (AQM) and Environmental Health Services (EHS) permit status along with discussion and possible direction to extend the waiver for the assessment of late fees on AQM and EHS permits from August 10, 2020 until September 10, 2020 in response to economic impacts on the community from the COVID-19 emergency. (FOR POSSIBLE ACTION)

Staff Representative: Charlene Albee

9. Review and update on COVID-19 Emergency Response Activities. (FOR POSSIBLE ACTION)

Staff Representative: Kevin Dick

### **10.** \*Staff Reports and Program Updates

A. Air Quality Management, Francisco Vega, Division Director Program Update – Clean Cars Nevada Initiative, Divisional Update, Program Reports, Monitoring and Planning, Permitting and Enforcement.

### **B.** Community and Clinical Health Services, Lisa Lottritz, Division Director Divisional Update – STD Awareness; Data & Metrics; Sexual Health (HIV and Disease Investigation), Immunizations, Tuberculosis Prevention and Control Program, Reproductive and Sexual Health Services, Chronic Disease Prevention Program, Maternal Child and Adolescent Health and Women Infants and Children.

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

Consumer Protection (Food, Food Safety, Commercial Plans, Permitted Facilities); Environmental Protection (Land Development, Drinking Water, Vector, WM/UST); and Inspections.

**D.** Epidemiology and Public Health Preparedness, Andrea Esp, Acting Division Director Communicable Disease, Public Health Preparedness, Emergency Medical Services, Vital Statistics.

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

District Health Officer Report – Special Legislative Session, Public Health Accreditation, Community Health Improvement Plan, Contact Tracing, Washoe County School District, Unified Command, and Joint Information Center

### 11. \*Board Comment

District Board of Health Member's announcements, reports and updates, request for information or topics for future agendas. (No discussion among Board Members will take place on the item)

### 12. \*Public Comment

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

As required by the Governor's Declaration of Emergency Directive 006 Section 2, members of the public can public comment by teleconference by logging into the ZOOM meeting via the link on the first page.

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Public comment requests can be submitted to <u>svaldespin@washoecounty.us</u> no later than 4:00 p.m. on Wednesday, July 22, 2020.

### 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:** Members of the public may make public comment by submitting an email comment to svaldespin@washoecounty.us no later than 4:00 p.m. the day before the scheduled meeting, which includes the name of the commenter and the agenda item number for which the comment is submitted. During the "Public Comment" items, emails may be submitted pertaining to any matter either on or off the agenda, to include items to be heard on consent. For the remainder of the agenda, public comment emails will only be heard during items that are not marked 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.

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

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### Posting of Agenda; Location of Website:

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

Washoe County Health District Website <u>www.washoecounty.us/health</u> State of Nevada Website: <u>https://notice.nv.gov</u>

Pursuant to the Declaration of Emergency Directive 006 NRS241.023(1)(b), the requirement to physically post agendas is hereby suspended.

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





### Washoe County District Board of Health Videoconference Meeting Minutes

### Members

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

### Thursday, June 25, 2020 1:00 p.m.

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

1.	*Roll Call and Dete	ermination of Quorum
		the meeting to order at 1:15 p.m. due to technical difficulties.
		bers and staff were present:
	Members present:	Dr. John Novak, Chair
	L.	Michael Brown, Vice Chair
		Marsha Berkbigler (via zoom)
		Kristopher Dahir (via zoom)
		Oscar Delgado (via zoom)
		Tom Young (via zoom)
		Dr. Reka Danko (via zoom)
	Mrs. Valdespin ver	ified a quorum was present.
	Staff present:	Kevin Dick, District Health Officer
		Dania Reid, Deputy District Attorney
		Anna Heenan (via zoom)
		Charlene Albee (via zoom)
		Lisa Lottritz (via zoom)
		Julie Hunter (via zoom)
		Francisco Vega (via zoom)
		Andrea Esp (via zoom)
2.	* <b>Pledge of Allegian</b> Kevin Dick led the p	
3.	Mrs. Valdespin conf	ed the public comment period. Firmed there was no public comment. I the public comment period.

### 4. Approval of Agenda

June 25, 2020

Vice-Chair Brown moved to approve the agenda for the June 25, 2020, District Board of Health regular meeting. Councilman Dahir seconded the motion which was approved unanimously.

### 5. Recognitions

A. <u>Years of Service</u>

- Maria Jimenez, 15 years, hired June 30, 2005 CCHS Mr. Dick recognized Ms. Jimenez for her 15 years of service as an Office Assistant II.
- Lisa Lottritz, 25 years, hired June 26, 1995 CCHS
   Mr. Dick recognized Ms. Lottritz for her 25 years of service as a Division Director and complimented her work in supporting the POST with medical direction.
- iii. Anthony (Tony) Macaluso, 30 years, hired June 4, 1990 EHS
   Mr. Dick recognized Mr. Macaluso for his 30 years of service with the Health
   District. He also commended Tony for assisting in directing the Environmental
   Health Services while EHS's Division Director serves as the Ops Chief.
- B. Promotions
  - Tyler Henderson promoted from Environmental Health Trainee to Environmental Health Specialist effective May 14, 2020 – EHS Mr. Dick recognized Mr. Henderson and his promotion. Mr. Dick also thanked Tyler for his service in the Field Ops under the Health Branch.
  - ii. Brittney Osborn promoted from Air Quality Specialist Trainee to Air Quality Specialist effective May 25, 2020 AQM
  - iii. Mhervin Dagdagan promoted from Intermittent Hourly RN to Public Health Nurse effective June 8, 2020 CCHS
     Mr. Dick congratulated all employees for their work and service.

### C. <u>Retirements</u>

i. Anthony (Tony) Macaluso, Environmental Health Supervisor, retired July 6, 2020 – EHS

Mr. Dick recognized Mr. Macaluso for his 30 years of service and announced an opportunity to bid him farewell, while maintaining social distance. Chair Novak expressed his appreciation for his work.

### 6. Consent Items

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

- A. Approval of Draft Minutes
  - i. May 28, 2020

### B. Budget Amendments/Interlocal Agreements

i. Approve the Grant Agreement from the U.S. Environmental Protection Agency (EPA) in the amount of \$691,180.00 retroactive to October 1, 2019 through September 30, 2020 for the Air Quality Management, EPA Air Pollution Control

Program, IO# 10019 and authorize the District Health Officer to execute the Agreement.

- 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, 2020 through June 30, 2021 [in the total amount of \$226,229.00] (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 Notice of Subaward and any future amendments.
- C. Authorize FY21 Purchase Order to Merck Sharp & Dohme Corporation [in the amount of \$118,000.00] to purchase vaccines for the Immunization and Family Planning Programs and authorize the District Health Officer to authorize any future purchases in excess of \$118,000.00 but not to exceed \$150,000.00.
- D. Approve the donation of a Kenwood 200W HF-6M Transceiver to Washoe County Amateur Radio Emergency Service (ARES).
- E. Accept various donations from businesses and private citizens with an [estimated value of \$7,852.19].
- F. Acceptance of the "Washoe County, Nevada Air Quality Trends (2010-2019)" Report.
- G. Adoption of the "Washoe County Air Quality Management Division Smoke Management Program"
- H. Acknowledge receipt of the Health Fund Financial Review for May, Fiscal Year 2020.

Vice Chair Brown moved to approve the consent agenda. Commissioner Berkbigler seconded the motion which was approved unanimously.

### 7. Regional Emergency Medical Services Authority Presented by: Dean Dow and Alexia Jobson

### A. Review and Acceptance of the REMSA Operations Report for May 2020

Mr. Dow informed the Board he was available to answer questions presented by the Board. Mr. Dow also added that as an organization, REMSA is in support of all efforts to fight COVID-19.

Councilman Dahir inquired about possible economic difficulties REMSA may face as a result of this pandemic.

Mr. Dow stated that entities within his industry are concerned about a continued longterm impact from COVID-19. Mr. Dow informed, that across the country, through the end of February through April there has been significant reduction in utilization, however, as of recent those numbers are rising again but not the level of pre-COVID. Mr. Dow informs that as an industry they are keeping an eye on the utilization aspect. Mr. Dow offered to present a summary to the Board.

Tom Young asked Mr. Dow if mental health responses have increased due to the increase of stress levels and other issues.

Mr. Dow stated he would get specific data to respond to this inquiry and provide it to the Board at a later time.

Mr. Young stated this concern could be addressed at the next Board meeting so the entire health of the community can be addressed.

Mr. Dick expressed his appreciation and acknowledged REMSA's participation with the Health Branch and the Health District's response to COVID-19, specifically for assisting with home-bound specimen collection. He specifically thanked Brian Taylor's engagement with the Health District.

Tom Young moved to approve REMSA's May Report. Dr. Danko seconded the motion which was approved unanimously.

### **B.** Update of REMSA's Public Relations during May 2020

Alexia Jobson presented the Public Relations report for May 2020. Ms. Jobson reported that REMSA partnered with a Health and Wellness app which employees used to share their health status or document symptoms. Additionally, Ms. Jobson mention that as a result of this partnership, an online publication across the country, Industry Print, picked up their story.

Ms. Jobson continued to inform that REMSA held a press event reminding parents and caregivers not to leave children unattended in vehicles. As a reminder Ms. Jobson mentioned that in the United States one child dies on average every 7 days from a vehicular related heat emergency. As part of this initiative, REMSA's Executive Director for Integrated Health, Adam Heinz and Medical Director, Dr. Jeremy Gonda shared statistics regarding specific dangers for children. Ms. Jobson also mentioned that a paramedic crew ran a mock call with pediatric mannequins to demonstrate the response and interventions. This story ran in all three local television network news channels.

Ms. Jobson reminded everyone of the importance to stay safe in the heat. Ms. Jobson stated that REMSA provided an interview to KRNV about ways to stay cool and how to recognize the symptoms of heat related illness.

Ms. Jobson made herself available to answer questions regarding her report.

Councilman Dahir asked if REMSA is making efforts to support the community by providing face masks, as it is a new requirement.

Ms. Jobson thanked Councilman Dahir for his suggestion and offered to share with some the agencies that she collaborates with such as the Emergency Operations Center and the Joint Information Center.

## 8. Presentation, discussion, and possible approval of fiscal year 2019-2020 revisions to the Multi-Casualty Incident Plan and its annexes, the Alpha Plan and the Family Service Center Annex.

Staff Representative: Vicky Olson

Vicky Olson explained the Incident Plan is updated bi-annually. Ms. Olson informed this is the first revision on the Alpha Plan, since this plan was first developed on FY2017-2018. Ms. Olson provided an overview from her staff report of all the revisions made to the Multi-Casualty Incident Plan and its annexes. Ms. Olson opened her item to respond to questions.

Commissioner Berkbigler moved to adopt the revisions made to the Multi Casualty Incident Plan and its annexes. Vice-chair Brown seconded the motion, which was approved unanimously. 9. Discussion and possible direction to waive the assessment of late fees on Air Quality Management and Environmental Health Services permits in response to economic impacts on the community from the COVID-19 emergency until August 10, 2020. Staff Representative: Charlene Albee

Charlene Albee stated that her immediate report represents a continuation of the Health District support for the community, as the department goes through the recovery phases from COVID-19. Ms. Albee states they recognized the number of facilities that have submitted for the deferral of fees. Ms. Charlee stated that based on the response to economic impact on the community, the Health District would like to recommend late fee be waived until August 10, 2020, which would cover all three of the phased openings. Ms. Albee noted that people under financial distress have a hard time making good healthy life choices. Ms. Albee opened her item to answer any questions from the Board.

Councilman Dahir stated waving these fees is a great idea as well as ensuring that the community is aware of these efforts. Councilman suggested the Health Department use it as a good way to show the department's support of the community.

Mr. Dick stated they would go through Scott Oxarart, Public Information Officer and put it out in the media.

Mr. Novak asked for this item to be re-evaluated at the end of July to determine if the date needs to change as the Health District moves forward into the next phase.

Vice-chair Brown moved to waive the assessment of late fees on Air Quality management and Environmental Health Services. Councilman Dahir seconded the motion which was approved unanimously.

### 10. Presentation and possible acceptance of a report on Washoe County Health District's Strategic Plan and Division Activities impacted by COVID-19. (FOR POSSIBLE ACTION)

Staff Representative: Kevin Dick

Mr. Dick began his presentation by acknowledging the work of the Division Directors and their staff, as well as Ms. Joelle Gutman-Dodson. He added that the Health District has invested with the re-deployment of staff in support of COVID response. Mr. Dick informed the Board that the Health District will not be able to achieve all of Strategic Plan objectives for this year. Mr. Dick explained his report includes a compilation of all the objectives that will not be accomplished due to the COVID-19 response. Mr. Dick opened his item to answer questions from the Board.

Tom Young moved to accept the report on the Health District's Strategic Plan and Division Activities impacted by COVID-19. Commissioner Berkbigler seconded the motion which was approved unanimously.

### **11. Review and update on COVID-19 Emergency Response Activities** Staff Representative: Kevin Dick

Mr. Dick provided an update of the 90 new COVID-19 cases that have been reported on June 24, 2020 and 28 additional cases today, June 25, 2020, for a total of 2,404 case of COVID - 19 and 738 active cases. Mr. Dick explained that with this increase the Washoe County Health District is stretched thin with the disease investigation and contact tracing; therefore, the Health District is bringing people back from the field that were previously pulled from contact tracing, to help supplement with contact tracing efforts.

Mr. Dick informed that the Health District is working with UNR Nevada Public Health Training Center at the School of Community Health Sciences to provide staffing for contact tracing moving forward, which includes 30 full time equivalent contact tracing staff, with the first group beginning training on July 9, 2020 and a second group joining on July 13, 2020 as the National Guard steps down.

Mr. Dick informed the Health District is also partnering with UNR for staffing the call center, which includes part-time positions to help with POST operations as far as directing traffic and support activities. Mr. Dick informed the POST testing will be achieved by utilizing Per Diem nursing staff. Currently, this plan includes six nursing staff with room to expand if needed, which depends on the number of operational stations. Mr. Dick explained these positions will be recruited by Washoe County along with a Grants Coordinator. Mr. Dick added that the Grants Coordinator position will be managing the grant for COVID-19 as well as the Epidemiology and Lab Capacity (ELC) grant, which amounts to about \$10 million. Due to the expected accountability of this grant, a position is necessary to support all the reporting required for the aforementioned. He continued to inform that the Health District is also recruiting for two epidemiologists, as well as reclassing a part-time statistician position to a full-time position.

Mr. Dick informed that UNR is assisting with the recruitment for COVID Response Manager, who will have the role of program manager for all the contact tracing, POST operations, call center, etc. Additionally, administrative positions have been added to assist with supervisory roles for the contact tracing and call center staffing. This process is on going provide the longer-term staffing based on the Health District needs.

Mr. Dick mentioned that POST held an event on June 1, 2020, Monday through Saturday for anyone that wish to get tested. Mr. Dick informs that the Health District continued to provide open testing for asymptomatic through post until last week when the State Lab became back logged with samples from correctional facilities across the State. In order to allow the lab to work through the back log, the Health District restricted testing to symptomatic; however, testing is now open again for asymptomatic individuals.

Mr. Dick touched on some community events. The Health District partnered with Truckee Meadows Fire Protection to hold a community-based testing in Gerlach. The Health District also partnered with North Lake Tahoe Fire Protection District and Incline Village Community Hospital for a testing event in Incline. Mr. Dick also mentioned a community-based testing event through Anthem Blue Cross held at Reed High School on Tuesday June 23, 2020. Additionally, the Health District has partnered with Health Plan of Nevada who will be providing testing on Friday and Saturday (June 26-27) from 9 a.m.- 2 p.m. at Miguel Ribera Park on Neil Road.

Mr. Dick informed that about 750 tests on average are performed per day in Washoe County, to date 46,713 tests have been conducted in Washoe County, this number represents 9.75 % of the population.

Mr. Dick informed that Health District is working with nursing homes, assisted living facilities, and first responders by providing testing kits for those that have medical directors to perform tests and submit those to the State Lab.

Mr. Dick spoke about the Seroprevalence study that was held on June 9-10, 2020. Some of the efforts included knocking doors to ensure better participation in the study to improve result quality. Mr. Dick informed that 233 people came through for antibody testing. The

Health District hopes to gain perspective as to the extent of COVID exposure in the community as of the day the samples were collected. Mr. Dick highlighted a comment from a retired army logistician regarding POST operations and the quality of their work.

Mr. Dick concluded by speaking of the present budget for POST operations and contact tracing, covers the Health District for a 24-month period, through June 2022. He also mentioned the POST repositioned from the west side to southwest corner of the Livestock Events Center, which would allow POST to remain at the current location and not conflict with operations of the Livestock Event Center operations. Mr. Dick opened his items to answer questions.

Tom Young congratulated the Health District for a great job and expressed interest in the antibody testing results.

Councilman Dahir commended the Health District for keeping all local government entities at the table. Councilman Dahir commended staff and Mr. Dick for their hard work.

Chair Novak commended Mr. Dick for his great work.

Vice-chair Brown commended Mr. Dick for his leadership regarding a variety of issues including insight and knowledge on subjects like Washoe County School District graduations and activities with the university system.

Mr. Dick commended the Health District staff for the hard work and their willingness to step up and effectively get through all the challenges the Health District has faced.

Vice-chair Brown moved to accept the COVID-19 Emergency Response Activities report. Councilman Delgado seconded the motion which was approved unanimously.

### 12. \*Staff Reports and Program Updates

### A. Air Quality Management, Francisco Vega, Division Director

Program Update – Nevada sues EPA, NHTSA and DoT over SAFE rule, Divisional Update, Program Reports, Monitoring and Planning, Permitting and Enforcement.

Mr. Vega stated he did not have anything additional to add but opened the item to answer questions.

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

Divisional Update – Client Satisfaction Survey Results 2020; Data & Metrics; Sexual Health (HIV and Disease Investigation), Immunizations, Tuberculosis Prevention and Control Program, Reproductive and Sexual Health Services, Chronic Disease Prevention Program, Maternal Child and Adolescent Health and Women Infants and Children.

Ms. Lottritz stated she did not have anything additional to add but opened the item to answer questions.

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

Environmental Health Services (EHS) Division Program Updates: Consumer Protection (Food, Food Safety, Commercial Plans, Permitted Facilities); Environmental Protection (Land Development, Drinking Water, Vector, WM/UST); and Inspections.

Ms. Albee stated she did not have anything additional to add but wanted to commend staff for their hard work and opened the item to answer questions.

### D. Epidemiology and Public Health Preparedness, Andrea Esp, Acting Division Director

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

Ms. Esp informed she did not have anything additional but will respond to questions from the Board.

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

District Health Officer Report – COVID-19 Response, Impact of COVID-19 on Health District Operations, Community Health Improvement Plan, County Strategic Plan, and Health District Media Mentions.

Mr. Dick informed the Community Health Improvement Plan is in the process of re-engaging. He also informed the Health District will not be doing the Community Health Assessment this year, so the Health District will continue with the priorities identified in the previous assessment and will be bringing a CHIP version 3.0 later in the year to map activities for calendar year 2021.

Mr. Dick highlighted the work of the Communications Manager, Scott Oxarart who leads the Regional JIC. A list of all his efforts are enclosed for the Board's review in Mr. Dick's report.

### **13.** Board Comment

Councilman Dahir asked the risks of grants not pulling through due to the current federal events. Mr. Dick will provide a report on this inquiry at the next Board meeting.

Chair Novak thanked all staff for everything the Health District has done and reassured staff it does not go unnoticed. As so, he encouraged everyone to wear their masks all the time, as to lead by example. Chair Novak provided a reminder to all those involved on the morning briefings, please do not record or share these conversations.

### 14. Public Comment.

**Chair Novak opened the public comment period.** Mrs. Valdespin confirmed there was no public comment. **Chair Novak closed the public comment period.** 

### Adjournment.

Chair Novak adjourned the meeting at 1:56 p.m.

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**Public Comment:** Members of the public may make public comment by submitting an email comment to svaldespin@washoecounty.us no later than 4:00 p.m. the day before the scheduled meeting, which includes the name of the commenter and the agenda item number for which the comment is submitted. During the "Public Comment" items, emails may be submitted pertaining to any matter either on or off the agenda, to include items to be heard on consent. For the remainder of the agenda, public comment emails will only be heard during items that are not marked 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.

**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 Member's announcements, reports and updates, request for information or topics for future agendas. (No discussion among Board Members will take place on the item)

### Posting of Agenda; Location of Website:

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

Washoe County Health District Website <u>www.washoecounty.us/health</u> State of Nevada Website: <u>https://notice.nv.gov</u>

### Pursuant to the Declaration of Emergency Directive 006 NRS241.023(1)(b), the requirement to physically post agendas is hereby suspended.

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

### AGENDA PACKET NO. 6Bi



AHSO <u>AH</u>	
DHO	KD

### Staff Report Board Meeting Date: July 23, 2020

TO:	District Board of Health
FROM:	Nancy Kerns Cummins, Fiscal Compliance Officer 775-328-2419, nkcummins@washoecounty.us
SUBJECT:	Approve Notice of Subaward from the State of Nevada Department of Health and Human Services, Division of Public and Behavioral Health in the amount of \$1,100,392.00 retroactive to January 20, 2020 through April 22, 2022 to support COVID-19 Epidemiology and Laboratory Capacity (ELC) and authorize the District Health Officer to execute the Notice of Subaward and any future amendments.

### **SUMMARY**

The Washoe County Health District received a Notice of Subaward on June 30, 2020 from the State of Nevada Department of Health and Human Services, Division of Public and Behavioral Health to support COVID-19 Epidemiology and Laboratory Capacity (ELC). The funding period is retroactive to January 20, 2020 through April 22, 2022. A copy of the Subaward is attached.

### District Health Strategic Priority supported by this item:

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

### PREVIOUS ACTION

No previous action.

### BACKGROUND/GRANT AWARD SUMMARY

As part of the Coronavirus Aid, Relief, and Economic Security Act (CARES Act) of 2020, ELC awarded funds to rapidly establish and monitor key activities related to COVID-19 in the areas of epidemiology, laboratory and informatics. Monitoring the indicators associated with these activities are intended to assist States, local and territorial governments in making data-driven policy decisions regarding testing, mitigation, and prevention efforts.



Subject: Approve ELC CARES Subaward Date: July 23, 2020 Page 2 of 2

### FISCAL IMPACT

Should the Board approve this subaward, a request will be made to the Board of County Commissioners to amend the adopted FY21 budget, increasing it by \$1,000,356 (\$100,036.00 indirect expenses) in the following accounts:

Account Number	<b>Description</b>	Amount <u>of Increase</u>
2002-IO-11725 - 431100	Federal Grants	\$ 1,000,356.00
2002-IO-11725 - 701412	Salary Adjustment	\$ 509,810.00
2002-IO-11725 - 705360	Benefit Adjustment	\$ 212,671.00
2002-IO-11725 - 710110	Contracted/Temp Svcs	\$ 100,000.00
2002-IO-11725 - 710300	Operating Supplies	\$ 100,000.00
2002-IO-11725 - 710350	Office Supplies	\$ 23,300.00
2002-IO-11725 - 710512	Auto Expense	\$ 575.00
2002-IO-11725 - 711509	Computer Software- non-cap	\$ 54,000.00

### **RECOMMENDATION**

It is recommended that the District Board of Health approve Notice of Subaward from the State of Nevada Department of Health and Human Services, Division of Public and Behavioral Health in the amount of \$1,100,392.00 retroactive to January 20, 2020 through April 22, 2022 to support COVID-19 Epidemiology and Laboratory Capacity (ELC) and authorize the District Health Officer to execute the Notice of Subaward and any future amendments.

### **POSSIBLE MOTION**

Should the Board agree with staff's recommendation, a possible motion would be "Move to approve Notice of Subaward from the State of Nevada Department of Health and Human Services, Division of Public and Behavioral Health in the amount of \$1,100,392.00 retroactive to January 20, 2020 through April 22, 2022 to support COVID-19 Epidemiology and Laboratory Capacity (ELC) and authorize the District Health Officer to execute the Notice of Subaward and any future amendments."



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

Agency Ref. #: HD 17753 Budget Account: 3219 Category: 13 GL: \_\_\_\_\_ 8516 С3 Sub Org Job Number: 9332320V

	NOTI	CE OF SL	JBAW	ARD			
Program Name: Epidemiology and Laboratory Capacity (ELC) Office of Public Health investigations & Epidemic	ology <u>(OPHIE)</u>		Was	orecipient's Name: shoe County Health D ⁄in Dick, District Health			
Address: 4150 Technology Way, Suite #300 Carson City, NV 89706-2009			100	<mark>dress</mark> : 11 East Ninth Street 10, NV 89502-2845			
Subaward Period: January 20, 2020, through April 22, 2022			Sub	<u>precipient's</u> : EIN: Vendor #: Dun & Bradstreet:	T40283400		
Purpose of Award: WCHD will use these funds		-			on activities in Washoe County,	, Nevada	
Region(s) to be served:	cific county or o			-			
Approved Budget Categories:				AL AWARD COMPUT oligated by this Action:		\$	1,100,392.00
1. Personnel	\$722,	,481.00  <b> </b> (	Cumulat	tive Prior Awards this	Budget Period:	\$	0.00
2. Travel	\$	<b>5/5.00  </b>		ederal Funds Awarded Required □ Y ⊠ N	to Date:	\$	1,100,392.00
3. Operating	\$123,			Required this Action:		\$	0.00
4. Equipment		\$0.00	Amount	Required Prior Award	ds:	\$ \$	0.00
5. Contractual/Consultant	\$100,	,000.00	Researc	ch and Development (I Budget Period:			0.00
6. Training		\$0.00	August 1	1, 2019, through July 3	31, 2020		
7. Other	<b>\$54</b> ,			<u>Project Period</u> : 1, 2019, through July 3	31 2024		
TOTAL DIRECT COSTS	\$1,000,	356.00	•				
8. Indirect Costs	<b>\$10</b> 0,	,036.00	-OK AG	SENCY USE, ONLY			
TOTAL APPROVED BUDGET	\$1,100,	,392.00					
Source of Funds: Centers for Disease Control and Prevention: Epidemiology and Laboratory Capacity CARES	<u>%</u>		<b>CFDA</b> : 93.323	<u>FAIN</u> : NU50CK000560	Federal Grant #: 1 NU50CK000560-01-04	Fede	Award Date by eral Agency: pril 23, 2020
Agency Approved Indirect Rate: 7.9%	<u>_</u>	`	<u></u>	Subrecipient Approv	<b>ved Indirect Rate:</b> 10% (as neg	jotiated v	vith agency)
Terms and Conditions:         In accepting these grant funds, it is understood t         1.       This award is subject to the availability         2.       Expenditures must comply with any st         3.       Expenditures must be consistent with         4.       Subrecipient must comply with all appl         5.       Quarterly progress reports are due by the grant administrator.         6.       Financial Status Reports and Request administrator.	/ of appropriate atutory guidelin the narrative, g licable Federal the 30th of eac	les, the DHH loals and objoregulations th month follo	ectives, owing th ted mon	and budget as approving and budget as approving the end of the quarter, in the specific end of the specifi	ved and documented unless specific exceptions are p exceptions are provided in writin	provided	in writing by
Incorporated Documents:           Section A:         Grant Conditions and Assurances           Section B:         Description of Services, Scope of           Section C:         Budget and Financial Reporting F           Section D:         Request for Reimbursement;	Work and Deli	verables;		Section F: Current	nformation Request; t/Former State Employee Discla Business Associate Addendum		
Name				Signa	ature		Date
Kevin Dick District Health Officer, WCHD							
Lindsey Kinsinger							
Manager of Public Health Investigations for Lisa Sherych Administrator, DPBH							

### SECTION A GRANT CONDITIONS AND ASSURANCES

#### **General Conditions**

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

### Grant Assurances

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

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

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

- 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 <u>the manner authorized in its</u> <u>grant</u>, 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.

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

# **SECTION B**

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

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

# Scope of Work for Washoe County Health District

	Documentation Needed	1. Monthly summary activity reports	
	<u>Due Date</u>	07/2020	
	Activities	<ol> <li>Identification of at least three (3) indicators to determine staffing requirements.</li> </ol>	
Goal 1: Contact tracing to be sustainable.	<u>Objective</u>	<ol> <li>Continue to review best practices, globally, that may be adopted locally to reduce spread in high- risk locations.</li> </ol>	

Goal 2: Design and implement a population-based :	Goal 2: Design and implement a population-based surveillance study to estimate the true prevalence of persons with a previous infection of COVID-19.	n of COVID-19.	
Objective	Activities	Due Date	Documentation Needed
<ol> <li>Daily updates to dashboards and other data flow to include demographic breakdown and development of an epidemiologic profile of</li> </ol>	<ol> <li>Study design selected and approved by the Institutional Review Board (IRB), if required.</li> </ol>	7/2020	1. Monthly Summary Activity Reports
COVID-19 cases in Washoe County. Development of COVID-like illness weekly report to accompany Influenza-like Illness weekly	<ol><li>Prevalence study implemented. COVID-like illness sentinel surveillance partners identified. Platform identified for import into NBS.</li></ol>	9/2020	2. Monthly Summary Activity Reports
reports during flu season. Implement a software platform to import electronic case reports into the National Electronic Disease Surveillance System	3. Study completed. COVID-like illness reports in development.	10/2020	3. Monthly Summary Activity Reports
Based System (NBS).			

STATE OF NEVADA DEPARTMENT OF HEALTH AND HUMAN SERVICES DIVISION OF PUBLIC & BEHAVIORAL HEALTH NOTICE OF SUBAWARD
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Goal 3: Enhance testing capacity as needed.

<u>Objective</u>	Activities	Due Date	<b>Documentation Needed</b>
<ol> <li>Continue to enhance testing capacity as needed through Washoe County Health District in conjunction with the Nevada State Public Health Laboratory in order to provide rapid turnaround results for vulnerable and non-ambulatory populations in Washoe County. Onboarding of new laboratories into NBS for streamlined reporting. Screen high-risk populations for prior infection, starting with healthcare providers, staff for congregate settings including nursing care, incarcerated, and unsheltered populations.</li> </ol>	1. Ongoing activities, to be continued as identified.	10/2020	1. Monthly summary activity reports

Goal 4: Control COVID-19 in high-risk settings and protect vulnerable or high-risk populations.

Goal 4: Control COVID-19 In high-risk settings and protect vulnerable or high-risk populations.	protect vulnerable or nign-risk populations.		
<u>Objective</u>	Activities	Due Date	<b>Documentation Needed</b>
1. Increase testing capacity community-wide	1. Continued and ongoing efforts to collaborate with DHHS to make data-driven	6/2020	1. Monthly summary activity reports
through several avenues including Federally	decisions. Identification of at least two high-risk locations.		
Qualified Health Centers, UNR's School of			
Medicine's Family Medicine Center, and other	2. Meeting with DHHS staff to determine how best to accomplish collaborative efforts		
locations that primarily serve low-income,	on identifying needs and gaps in congregate settings, notably long-term care	7/2020	2. Monthly summary activity reports
underinsured populations. Continue to partner			-
with the Nevada Department of Health and	3. Identification of locations to conduct a risk assessment and gaps analysis	7/2020	3. Monthly summary activity reports
Human Services to mitigate outbreaks in high-risk			
facilities by intensive contact tracing for the staff of	4. Plan for conducting risk assessments	8/2020	4 Monthly summary activity reports
state-licensed facilities in Washoe County.		01010	
Collaborate with the Nevada Department of	5. Risk assessment conducted and cans identified	0/2020	5 Monthly summany activity reports
Health and Human Services on a facility		01000	
assessment to identify gaps in infection control			
and opportunities for prevention to reduce the			
burden of all healthcare-associated infections.			

Goal 5: Monitor and mitigate COVID-19 introductions from connected jurisdictions.

<u>Objective</u>	Activities	<b>Due Date</b>	<b>Documentation Needed</b>
<ol> <li>Continue to provide epidemiologically based identification of and recommendations to reduce high-risk activities including travel that may pose a risk for the reintroduction of COVID-19 into the community. Active and passive monitoring of individuals returning from international travel to individuals returning from international travel to locations known to have community spread of COVID-19.</li> </ol>	Ongoing activities, to be continued as identified.	10/2020	1. Monthly summary activity reports

Goal 6: Work with healthcare systems to manage and monitor system capacity.

Objective	Activities	Due Date	Documentation Needed
<ol> <li>In collaboration with healthcare systems, identify metrics required to inform of possible surges in the community 1 [tilize NHSN data to</li> </ol>	<ol> <li>Identify partners utilizing NHSN and work collaboratively to determine community metrics for action.</li> </ol>	7/2020	<ol> <li>Monthly summary activity reports</li> <li>Monthly summary activity reports</li> </ol>
monitor testing supplies and in the future treatment supplies if available.	2. Ongoing delivery of PPE to community healthcare partners.		

Goal 7: Improve understanding of jurisdictional communities concerning COVID-19 risk.

<b>Documentation Needed</b>	<ol> <li>Monthly summary activity reports</li> <li>Monthly summary activity reports</li> <li>Monthly summary activity reports</li> </ol>
Due Date	12/2020 1/2021 3/2021
Activities	<ol> <li>Draft table of contents for a report on COVID-19. Partnership with GIS to determine options for the display of mapping data for public use.</li> <li>Draft background and methods for epi report on COVID-19. Test run on draft maps</li> <li>Gather appropriate data, draft of written sections, and publish final map options.</li> </ol>
Objective	<ol> <li>Development of annual report of COVID-19 in Washoe County that profiles epidemiologic and socioeconomic factors that increase the risk for COVID-19 infection. Partner with Geographic Information System (GIS) Mapping personnel to depict the geographic locations at high risk for infection in Washoe County.</li> </ol>

### SECTION C

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

Identify the source of funding on all printed documents purchased or produced within the scope of this subaward, using a statement similar to: "This publication (journal, article, etc.) was supported by the Nevada State Department of Health and Human Services through Grant Number 1 NU50CK000560-01-04 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 Department nor CDC."

Any activities performed under this subaward shall acknowledge the funding was provided through the Department by Grant Number 1 NU50CK000560-01-04 from the CDC.

Subrecipient agrees to adhere to the following budget:

### **BUDGET NARRATIVE – Washoe County Health District**

Total Personnel Costs		including fringe				Total: \$7	22,481
					Annual % of		
	Annual Salary	Fringe Rate	<u>% of Time</u>	Months	Months worked	Amount Rec	
<u>Epidemiologist.</u> TBD	\$72,000.00	45.833%	100.000%	4	33.33%		35,00
New WCHD Epidemiologist will group.	l conduct case investigation	ons and contact tr	acing for WCHE	) and serves a	s part of the case/co	ntact monitoring	J
group.					Amount 0/ of		
	Annual Salary	Fringe Rate	% of Time	Months	Annual % of Months worked	Amount Rec	nucato
<u>Statistician,</u>	\$69,000.00	45.863%	47%	4	33.33%		515,44
<u>TBD</u> The statistician will provide stat	tiatiaal analysis of COV/ID	10 octivity through	haut Washaa C				
The statistician will provide stat		- 19 activity through	nout washoe C	ounty.			
	Additional Salary	Fringe Date	0/ of Time	Montha	Annual % of	Amount Doo	weat
Current Chaffing a	Costs	Fringe Rate	<u>% of Time</u> 75%	Months 4	Months worked 33.33%	Amount Rec	100516 672.03
<u>Surge Staffing,</u> Disease investigators	\$1,900,000.00	41.4815%	75%	4	33.33%	\$0	072,03
	Total Fringe Cost	\$212,671		Т	otal Salary Cost:	\$509,81	0
handling, epidemiologist assess	, ,,,			T	otal Salary Cost:	\$509,810 Total:	0 \$57
handling, epidemiologist assess	, ,,,			T	otal Salary Cost:		\$57
Program and logistics manager handling, epidemiologist assess Travel In-State Travel	, ,,,		# of Trips	T <u># of days</u>	otal Salary Cost:		
handling, epidemiologist assess Travel In-State Travel Origin & Destination	Total Fringe Cost	\$212,671 <u>Cost</u>	# of Trips	<u># of days</u>	otal Salary Cost:	Total: <u>Total</u>	\$57
handling, epidemiologist assess Travel In-State Travel <u>Origin &amp; Destination</u> Airfare: cost per trip (origin & d x # of staff	Total Fringe Cost	\$212,671			otal Salary Cost:	Total:	\$57
handling, epidemiologist assess	Total Fringe Cost	\$212,671 <u>Cost</u>	# of Trips	<u># of days</u>	otal Salary Cost:	Total: <u>Total</u>	\$57
handling, epidemiologist assess Travel In-State Travel <u>Origin &amp; Destination</u> Airfare: cost per trip (origin & d x # of staff Baggage fee: \$ amount per per	Total Fringe Cost designation) x # of trips rson x # of trips x # of	<b>\$212,671</b> <u>Cost</u> \$0	<u># of Trips</u> 0	<u># of days</u>	otal Salary Cost:	Total: <u>Total</u> \$0	\$57
handling, epidemiologist assess Travel In-State Travel Airfare: cost per trip (origin & d x # of staff Baggage fee: \$ amount per per staff Per Diem: \$ per day per GSA r x # of staff Lodging: \$ per day + \$ tax = tot	Total Fringe Cost         designation) x # of trips         rson x # of trips x # of         rate for area x # of trips	\$212,671 <u>Cost</u> \$0 \$0	# of Trips           0           0	<u># of days</u> 0 0	# of Staff       0       0	Total: <u>Total</u> \$0           \$0	\$57
handling, epidemiologist assess Travel In-State Travel Drigin & Destination Airfare: cost per trip (origin & d x # of staff Baggage fee: \$ amount per per staff Per Diem: \$ per day per GSA r x # of staff Lodging: \$ per day + \$ tax = tot nights x # of staff Motor Pool:(\$ car/day + ## mile	Total Fringe Cost designation) x # of trips rson x # of trips x # of rate for area x # of trips tal \$ x # of trips x # of	\$212,671 <u>Cost</u> \$0 \$0 \$0	# of Trips           0           0           0           0           0	# of days 0 0 0	# of Staff       0       0       0       0       0	Total:           Total           \$0           \$0           \$0           \$0	\$57
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Total:

NOTICE O	SODAWAND		
Office supplies: estimated at \$970.83/mo. x 24 mos.	\$23,300.00		
Operating Supplies: estimated at \$4,166.66/mo x 24 mos	\$100,000.00		

Equipment		Total:	\$0.00
N/A			
Contractual/Contractual and all Pass-thru Subawards		Total:	\$100,00
dentify project workers who are not regular employees of the organiza appropriate when hiring an individual to give professional advice or ser employee of the subgantee organization. List all consultant/contract p be included in this section). Time Needed x Rate = Request).	vices (e.g., training, expert	consultant, etc.) for a fe	e, but not as an
Name of Contractor, Subrecipient: Temporary Staffing Agency	Total	\$100,000	
Method of Selection: Temporary Staffing agencies were selected thr Dther potential contracts with Independent Contractors, etc. will compl			e County Purchasing.
, , ,			
Period of Performance: June 1, 2020- September 30, 2020 Scope of Work: Temporary staffing to include but not limited to project support, public information, Epidemiologist, data management. Actual Method of Accountability: Define - Incident Command Staff will transition oversite of contractual	costs will vary based on po	osition, skillset, etc.	
Scope of Work: Temporary staffing to include but not limited to projec support, public information, Epidemiologist, data management. Actual Method of Accountability: Define - Incident Command Staff will transition oversite of contractual	costs will vary based on po	osition, skillset, etc. Management Team as a	ppropriate.
Scope of Work: Temporary staffing to include but not limited to project upport, public information, Epidemiologist, data management. Actual Method of Accountability: Define - Incident Command Staff will transition oversite of contractual Training	costs will vary based on po	osition, skillset, etc.	ppropriate.
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Scope of Work: Temporary staffing to include but not limited to project support, public information, Epidemiologist, data management. Actual Method of Accountability: Define - Incident Command Staff will transition oversite of contractual Training	costs will vary based on po	osition, skillset, etc. Management Team as a	ppropriate. \$0.0
Scope of Work: Temporary staffing to include but not limited to project upport, public information, Epidemiologist, data management. Actual Method of Accountability: Define - Incident Command Staff will transition oversite of contractual Training J/A	costs will vary based on po	osition, skillset, etc. Management Team as a Total:	
Scope of Work: Temporary staffing to include but not limited to project upport, public information, Epidemiologist, data management. Actual Method of Accountability: Define - Incident Command Staff will transition oversite of contractual Value - Incident Command Staff will transition oversite of contractual Value - Incident Command Staff will transition oversite of contractual Value - Incident Command Staff will transition oversite of contractual Other Software User Licenses	costs will vary based on po	osition, skillset, etc. Management Team as a Total:	ppropriate.
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Scope of Work: Temporary staffing to include but not limited to project upport, public information, Epidemiologist, data management. Actual Method of Accountability: Define - Incident Command Staff will transition oversite of contractual Training	costs will vary based on po	osition, skillset, etc. Management Team as a Total:	ppropriate.

Total:

\$1,100,392

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

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

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

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FUNDING SOURCES	ELC	Other Funding	Other Funding	Other	Other	Other	Other	Program	TOTAL
				Funding	Funding	Funding	Funding	Income	
SECURED									
ENTER TOTAL REQUEST	\$1,100,392	- \$	- \$	- \$	۔ ج	۰ ج	י \$	۔ ج	\$1,100,392

**EXPENSE CATEGORY** 

<sup>D</sup> ersonnel	\$722,481	\$722,481
[rave]	\$575	\$575
)perating	\$123,300	 \$123,300
Equipment	\$0	 0\$
Contractual/Consultant	\$100,000	\$100,000
Training	\$0	\$0
Other Expenses	\$54,000	\$54,000
Indirect	\$100,036	\$100,036

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\$1,100,392	- \$	
TOTAL EXPENSE	These boxes should equal 0	

100% \$1,100,392

**Fotal Agency Budget** 

Percent of Subrecipient Budget

\$100,036 Total Indirect Cost B. Explain any items noted as pending:

C. Program Income Calculation:


Form 2

- 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 \$1,100,392;
- Requests for Reimbursement will be accompanied by supporting documentation, including a line item description of expenses incurred;
- 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:

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

### Both parties agree:

- The Department will make one site visit annually.
- The Subrecipient will, in the performance of the Scope of Work specified in this subaward, perform functions and/or activities that could
  involve confidential information; therefore, the Subrecipient is requested to fill out Section G, which is specific to this subaward, and will
  be in effect for the term of this subaward.
- All reports of expenditures and requests for reimbursement processed by the Department are SUBJECT TO AUDIT.
- This subaward agreement may be TERMINATED by either party prior to the date set forth on the Notice of Subaward, provided the termination shall not be effective until <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.
- Reimbursement is based on <u>actual</u> expenditures incurred during the period being reported.
- Payment will not be processed without all reporting being current.
- Reimbursement may only be claimed for expenditures approved within the Notice of Subaward.

Agency Ref. #: HD 17753 Budget Account: 3219

GL: <u>C3</u> Draw #: \_\_\_\_\_

### SECTION D **Request for Reimbursement**

<b><u>Program Name</u>:</b> Epidemiology and Office of Public Health investigation		Subrecipient Name: Washoe County Health District (WCHD)				
Address: 4150 Technology Way, Suite #300 Carson City, NV 89706-2009	Kevin Dick, District Health Officer           Address:         1001 East Ninth Street           Reno, NV 89502         1001 East Ninth Street					
Subaward Period: January 20, 202	<u>Subrecipient's:</u> EIN: 88-6000138 Vendor #: T40283400					
	FINANCIA	AL REPORT AND RE		JRSEMENT		
	(mus Month(s)	st be accompanied by	expenditure report/ba	ck-up) 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	\$722,481.00	\$0.00	\$0.00	\$0.00	\$722,481.00	0.0%
2. Travel	\$575.00	\$0.00	\$0.00	\$0.00	\$575.00	0.0%
3. Operating	\$123,300.00	\$0.00	\$0.00	\$0.00	\$123,300.00	0.0%
4. Equipment	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	-
5. Contractual/Consultant	\$100,000.00	\$0.00	\$0.00	\$0.00	\$100,000.00	0.0%
6. Training	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	-
7. Other	\$54,000.00	\$0.00	\$0.00	\$0.00	\$54,000.00	0.0%
8. Indirect	\$100,036.00	\$0.00	\$0.00	\$0.00	\$100,036.00	0.0%
Total	\$1,100,392.00	\$0.00	\$0.00	\$0.00	\$1,100,392.00	0.0%
I, a duty authorized signatory for the applicant, certify to the best of my knowledge and belief that this report is true, complete and accurate; that the expenditures disbursements and cash receipts are for the purposes and objectives set forth in the terms and conditions of the grant award; and that the amount of this reques is not in excess of current needs or, cumulatively for the grant term, in excess of the total approved grant award. I am aware that any false, fictitious or frauduler information, or the omission of any material fact, may subject me to criminal, civil or administrative penalties for fraud, false statements, false claims, or otherwise I verify that the cost allocation and backup documentation attached is correct.						t of this request ous or fraudulent
Authorized Signature Title					Date	
Is program contact required?	YesNo		ent USE ONLY			
Reason for contact:						
Fiscal review/approval date: Scope of Work review/approval date						
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	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

### **Current or Former State Employee Disclaimer**

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

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

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

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

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

Name	Services

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

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

### SECTION G

### **Business Associate Addendum**

### BETWEEN

### Nevada Department of Health and Human Services

Hereinafter referred to as the "Covered Entity"

and

### **Washoe County Health District**

### Hereinafter referred to as the "Business Associate"

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

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

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

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

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

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

- 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.
- 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.
   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).
- 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 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
  - Any finite parts in a parts in a reasonable of the parts in a pa
- 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.

AGENDA	PACKET NO.	6Bii
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AHSO<u>AH</u> DD \_\_\_\_\_ KD

### Staff Report Board Meeting Date: July 23, 2020

TO:	District Board of Health
FROM:	Nancy Kerns Cummins, Fiscal Compliance Officer 775-328-2419, nkcummins@washoecounty.us
SUBJECT:	Approve the Agreement between Washoe County Health District and ASM Global Reno on behalf of the Reno Sparks Convention & Visitors Authority for the Reno Sparks Livestock Events Center (RSLEC) in the amount of \$326,862.00 retroactive to June 8, 2020 through June 21, 2021 for use of RSLEC parking lot, event labor and security services for COVID-19 testing; authorize the District Health Officer to execute the agreement and any future amendments not to exceed \$100,000.00.

### **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 up to \$100,000.00 per contractor; over \$100,000.00 would require the approval of the Board.

### District Board of Health strategic priority:

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

### PREVIOUS ACTION

No previous action.

### BACKGROUND

This agreement provides parking lot space for Washoe County Health District to perform drive-through COVID-19 testing for the community. The agreement also includes RSLEC staff to assist with logistics and security staff 24/7 to monitor onsite equipment, portable office and storage buildings, etc., provided by the Health District.

### FISCAL IMPACT

Should the Board approve this Agreement, costs will be covered by the ELC CARES grant, which is pending Board approval, and/or the anticipated forthcoming ECL Enhancing Detection grant.



### **RECOMMENDATION**

It is recommended that the District Board of Health approve the Agreement between Washoe County Health District and ASM Global Reno on behalf of the Reno Sparks Convention & Visitors Authority for the Reno Sparks Livestock Events Center (RSLEC) in the amount of \$326,862.00 retroactive to June 8, 2020 through June 21, 2021 for use of RSLEC parking lot, event labor and security services for COVID-19 testing; authorize the District Health Officer to execute the agreement and any future amendments not to exceed \$100,000.00.

### POSSIBLE MOTION

Should the Board agree with staff's recommendation, a possible motion would be: "Move to approve the Agreement between Washoe County Health District and ASM Global Reno on behalf of the Reno Sparks Convention & Visitors Authority for the Reno Sparks Livestock Events Center (RSLEC) in the amount of \$326,862.00 retroactive to June 8, 2020 through June 21, 2021 for use of RSLEC parking lot, event labor and security services for COVID-19 testing; authorize the District Health Officer to execute the agreement and any future amendments not to exceed \$100,000.00."

### # 1566-65-65-69050

### BY AND BETWEEN

ASM GLOBAL RENO AND Washoe County Health District c/o Andrea Esp Phone: 775.326.6042 Email: AEsp@washoecounty.us

Date of Contract: 7/20/2020 Date of Events: 6/8/2020 -6/21/2021

Non-Ticketed Events

Prepared for Washoe County Health District

# LICENSE AGREEMENT ASM GLOBAL RENO

This License Agreement (#1566-65-65-69050) is executed between ASM GLOBAL and Washoe County Health District ("LICENSEE") with offices at 1001 E 9th St, Reno, NV 89512

# RECITALS

- I. ASM GLOBAL manages, operates and maintains ASM GLOBAL Reno ("ASM GLOBAL") which consists of the following venues: the Reno Sparks Convention Center (RSCC), the Reno Events Center (REC), the National Bowling Stadium (NBS) and the Reno Sparks Livestock Events Center (RSLEC) on behalf of the Reno Sparks Convention & Visitors Authority (RSCVA) under rights granted by and obligations imposed under an Agreement Dated June 28, 2018 between the RSCVA and ASM GLOBAL.
- II. Licensee desires to use space in the ASM GLOBAL property, as described on (EXHIBIT "A"), for the purpose and upon the terms hereinafter provided.

South Parking Lot

- III. The Leased Space will be used by the Licensee and its authorized and approved contractors ("SERVICE CONTRACTORS") and exhibitors ("EXHIBITORS") and may be available to other persons ("ATTENDEES"). Upon receipt of written request, ASM GLOBAL will provide the Licensee with a list of other users or intended users of the facility during the term of the Event.
- IV. Licensee may not assign this Agreement or any interest therein or permit the use of the Leased Space or any part thereof other than for convention related purposes without the prior written consent of ASM GLOBAL. Any attempted assignment without the prior written consent of ASM GLOBAL shall be null and void.
- V. ASM GLOBAL's Building Rules and Regulations and ASM GLOBAL's Emergency Response Plan and Reno's Fire Department's Fire Prevention Regulations are hereby incorporated into this Agreement by reference. ASM GLOBAL reserves the right to change such rules and regulations in writing from time to time for emergency or unanticipated life safety reasons and will provide Licensee with such changed rules and regulations which shall be binding upon Licensee. Any changes made to ASM GLOBAL's Building Rules and Regulations, with the exception of life safety issues, will be mutually agreed upon in writing by ASM GLOBAL and Licensee, but which will not significantly impair Licensee's use of the Leased Space.
- VI. Due to the current pandemic, it will be the responsibility of the client to ensure all current guidelines for the COVID-19 virus, are followed as mandated for the State of Nevada, Washoe County and the City of Reno.

NOW, THEREFORE, ASM GLOBAL hereby permits Licensee and Licensee agrees to the use of those areas of ASM GLOBAL as hereinafter described ("LEASED SPACE") for the term, at the fees and upon the terms, covenants and conditions hereinafter set forth:

## **CONCESSIONS:**

- Complimentary rental space (\$377,000 value)
- Discounted labor @ \$26 per hour per person
  - Security team is one (1) team member for 24 hours a day, 7 days a week.
  - Events team is five (5) team members, 4 hours each, per day, Monday, Wednesday and Friday
- Any additional testing days scheduled besides the Monday, Wednesday and Friday event days already scheduled, will be charged at a minimum of five (5) people per day, 4 hours per day @ \$26 per hour.
- Maintenance and fuel charges will be billed at \$125 per week.
- 1. Headings: The headings used in this Agreement are inserted only as a matter of convenience and for reference and in no way define, limit or describe the scope of this Agreement nor the intent of any provision thereof.
- 2. Use of Leased Space:
  - A. The Leased Space shall be used for an occurrence to be called: <u>COVID-19 Testing</u> If requested by ASM GLOBAL, Licensee shall provide ASM GLOBAL with a detailed description of the Event.

- B. Licensee shall not use the Leased Space or permit to be used by any Employee, Service Contractor, Exhibitor or Attendee:
  - (i) For any illegal purpose;
  - (ii) In conflict with any applicable law, ordinance, rule or regulation of any governmental authority;
  - (iii) In any manner which could vitiate the insurance or increase the rate of insurance on ASM GLOBAL;
  - (iv) In any manner which constitutes waste or nuisance according to state or local law;
  - (v) In any manner which causes injury to ASM GLOBAL; or
  - (vi) In violation of ASM GLOBAL's Rules and Regulations, as such may exist from time to time.
- C. Licensee shall conduct business in the Leased Space in a dignified and orderly manner with full regard for public safety and in conformity with the City of Reno's Fire Regulations and ASM GLOBAL's Emergency Response Plan as such may exist from time to time. Licensee agrees that it will not allow any Employee, Service Contractor, Exhibitor or Attendee at, in or about the facilities to whom ASM GLOBAL may reasonably object and such person's right to use the facilities may be revoked immediately by ASM GLOBAL with the approval of Licensee. More detailed rules relating to the use of ASM GLOBAL are contained in ASM GLOBAL's Building Rules and Regulations and the City of Reno's Fire Regulations (<u>https://www.reno.gov/government/departments/fire-department/fire-prevention</u> and ASM GLOBAL's Emergency Response Plan. The terms and conditions of this agreement expire, and space may be released if a signed License Agreement and initial deposit, if applicable, is not received within thirty (30) days of when the License Agreement was issued, or as agreed. ASM GLOBAL reserves the right to extend the terms and conditions of this agreement at its sole discretion.
- D. Event Requirements: FLOOR PLANS for use of ASM GLOBAL facilities are due to ASM GLOBAL at least sixty (60) days before the first move-in day for Fire Marshall approval. A description of all utility services (electrical, telecommunications, plumbing, fiber-optics) for the exhibit hall(s) is due no later than thirty (30) days before the first move-in day. SET-UP SHEETS for general sessions, meeting rooms, registration, staging and food and beverage requirements and utilities in these Leased Spaces are due no later than thirty (30) days before the first move-in day. SET-UP SHEETS for general sessions, meeting rooms, registration, staging and food and beverage requirements and utilities in these Leased Spaces are due no later than thirty (30) days before the first move-in day. In no event will ASM GLOBAL be responsible for any inconvenience or delay arising from the late delivery of any such information. If Licensee fails to provide this information as required, it shall waive its complimentary one-time room set and pay to ASM GLOBAL the cost of equipment and labor and any other fees arising from such delay. ASM GLOBAL shall be the sole judge of what reasonable additional labor or fees are required as a result of the delay.
- E. Licensee acknowledges that it bears sole risk of loss if it sells exhibit space before performing all of its obligations under this Agreement, including, but not limited to, full signature by the ASM GLOBAL General Manager, payment of all fees due under this Agreement, obtaining ASM GLOBAL's approval of floor plans and supplying certificates or policies of insurance pursuant to Section 8.
- 3. Leased Areas: ASM GLOBAL grants to Licensee permission to use the Leased Space in the Reno Sparks Livestock Events Center, including corridors for ingress and egress, during the dates and times indicated on EXHIBIT "A". ASM GLOBAL reserves the right to control all Lobby Areas. ASM GLOBAL will permit Licensee to use those areas of the Lobby as it deems appropriate.
- 4. Minimum ASM GLOBAL Rental: For use of the Leased Space in the facilities, Licensee shall pay to ASM GLOBAL: \$0.00 as outlined in (EXHIBIT "B"), and/or the venue rental schedule.

Under the Minimum ASM GLOBAL Rental, ASM GLOBAL shall furnish, without cost to the Licensee, normal heat and air conditioning during Event hours, overhead lighting, restroom facilities, janitorial services consisting of cleaning of common public areas, perimeter security (not Event security), provided that Licensee complies with the requirements on Section 2D.

Licensee shall separately pay for all services, equipment and personnel ("SERVICES") not specifically covered by the Minimum ASM GLOBAL Rental. Licensee must use and pay for ASM GLOBAL-provided fire fighter and emergency medical services and trash removal. ASM GLOBAL also provides certain Services at the facilities on an exclusive basis. Licensee shall not contract or permit others to contract Services (electrical, telecommunications, ISP, AV, Wi-Fi, Security, Rigging, food & beverage, box office personnel) that ASM GLOBAL provides on an exclusive basis. Only ASM GLOBAL-provided order forms, equipment rate schedules and operating procedures may be utilized for ASM GLOBAL-provided Services. If ASM GLOBAL does not provide a type of Service on an exclusive basis, Licensee may use other Service Contractors approved by ASM GLOBAL. ASM GLOBAL will not unreasonably withhold its consent. No Services may be used at or supplied to the ASM GLOBAL facilities which are not furnished by an ASM GLOBAL-approved supplier.

- 5. Tickets: Public ticket sales must be conducted by ASM GLOBAL's exclusive ticketing agency.
- 6. Method of Payment of Minimum ASM GLOBAL Rental: Licensee agrees to pay ASM GLOBAL in immediately available U.S. funds at ASM GLOBAL's offices in the RSCC located at 4590 South Virginia Street, Reno, NV 89502, by a certified check, cashier's check, company check, money order, wire transfer, cash or credit card (AMEX, MasterCard, or Visa), any credit card charge will be charged a three percent (3.0%) processing fee. However, only cash, a Cashier's check or Money Order will be accepted inside 72-hours of the start of the event. All payments excluding any processing fees shall be a credit to the consideration for the use and occupancy of the Leased Space as follows and as outlined in (EXHIBIT "B"):

Invoices to be settled each month.

Licensee shall pay the balance of all undisputed fees and charges under Section 4 within ten (10) days of receipt of the final invoice submitted by ASM GLOBAL. If Licensee fails to pay any amounts, with the exception of disputed amounts, when due under this Agreement, it shall pay to ASM GLOBAL a late charge of 1.5% per month on the unpaid balance. ASM GLOBAL is not obligated to pay interest on any deposit called for by this Agreement. ASM GLOBAL and Licensee agree to work in good faith to resolve any disputed portion of the invoice. The disputed portion of the invoice, if any will be due within thirty (30) days of receipt of the final invoice submitted by ASM GLOBAL.

If Licensee has not paid in full, the A/R balance due at the end of the event, within 90 days, Licensee will no longer be entitled to a 1st Hold on the next scheduled event. If the A/R balance due, goes over 120 days, Licensee will be removed from the future events schedule until such balance is paid. Once paid in full, the future event will be reinstated, based on the availability of the ASM GLOBAL venue's event schedule.

Should ASM GLOBAL cancel the Event except for reasons of Licensee default as outlined in Section 25 of this Agreement, ASM GLOBAL will return to the Licensee all Minimum Facility Rental deposits received prior to the notification of cancellation.

Notwithstanding the foregoing, first-time events without a history at the RSCC,REC, RSLEC or NBS or, an event with a record of slow payment, may be required (at the option of the General Manager) to remit up to One Hundred Percent (100%) of the facility rental and related expenses upon execution of contract. No interest will accrue by or be paid to Licensee on any deposit. Additional charges incurred are due upon receipt of invoice. INTEREST will be assessed at 1.5% per month on any balance due more than thirty (30) days after date of billing.

- 7. Security Deposit: A security deposit in the amount of \$0.00 to assure full and faithful performance of this agreement is due 30 days prior to the first move in date. ASM GLOBAL may, but shall not be required to, use apply or retain all or any part of this security deposit for the payment of any sum in default, or for the payment of any amount which ASM GLOBAL may spend or become obligated to spend, to correct a deficiency caused by Licensee, its sub-Licensee, contractors or attendees, including but not limited to damage to the facility, excessive cleaning, extra equipment or extra labor. If Licensee shall fully and faithfully perform every provision of this License Agreement, the Security Deposit or any balance thereof shall be returned to Licensee within fourteen (14) days following the later of expiration of the Term or surrender of the premises to ASM GLOBAL.
- 8. Taxes and License Fees: Licensee agrees to pay promptly all sales, use, excise and any other taxes and any other license fees which are required to be paid by Licensee to any governmental or accepted licensing authority and at ASM GLOBAL's request shall provide evidence of such payment to ASM GLOBAL. Licensee and any successor or assign and ASM GLOBAL recognize and understand that this Agreement may create a possessory interest subject to property taxation, and that the Licensee and any successor or assign may be subject to the payment of property taxes levied on such interest.
- 9. Utilities: If Licensee or any exhibitor so desires, upon written order of Licensee, ASM GLOBAL will cause electric, gas or water service connections to be installed, adjusted or effected as follows. Minimal illumination will be allowed for Move-In and Move-Out days; full illumination will be allowed on Show days. Additional lighting requested by Licensee will be assessed a user charge based on actual usage at current scheduled rates; additional heating and air conditioning will be charged at full-day rental rate. ASM GLOBAL agrees to make available to Licensee, through Licensee's ASM GLOBAL approved and contracted electrical, water and gas agent, all electric power, gas and plumbing required by Licensee up to ASM GLOBAL's existing capacity, and Licensee agrees that any agreement with its approved and contracted electrical, water and gas agent, will require said agent to reimburse ASM GLOBAL with a surcharge based on the electrical, water and gas agent's current contract with ASM GLOBAL based on all electric outlets, equipment, floodlights and labor charges levied by Licensee or its electrical, water and gas agent, to Licensee, its exhibitors and subcontractors on all utilities made available by ASM GLOBAL. All electrical service provided to Licensee and any exhibitor spaces will be included when calculating charges. Licensee further agrees that its electrical, water and gas agent will supply ASM GLOBAL with duplicate copies of all electrical, gas or water invoices made by said agent to Licensee and each exhibitor or sub-contractor within thirty (30) days after expiration of this License Agreement for the purpose of verifying the surcharge to be paid to ASM GLOBAL by said agent. In the event Licensee's agent fails to pay ASM GLOBAL any amount due hereunder, Licensee shall pay such amount to ASM GLOBAL upon submission of the documentation supporting a statement for the amount due ASM GLOBAL hereunder. All electrical, gas or water connections are to be installed by Licensee's designated, and ASM GLOBAL approved and contracted, utility service agent.
- 10. Advertising: Limitation on distribution: Licensee shall not distribute or circulate or permit to be circulated or distributed, any advertising material or program in or about the ASM GLOBAL common public areas, including the exterior and parking lots. This section is not intended to restrict the distribution of normal advertising material or product informational brochures from a designated meeting area or exhibit space.
- 11. Television and Broadcasting: No artistic performance or sporting event presented in the RSCC, RSLEC, REC, NBS, any ASM GLOBAL venue shall be broadcast or televised or in any manner recorded for reproduction without an agreement in writing between Licensee and ASM GLOBAL respecting the times and media of such broadcast, additional compensation to ASM GLOBAL as the parties may agree upon and, in any event, upon the express condition that all expenses pertaining thereto will be prepaid in advance by Licensee. This section does not restrict the normal production of audio or video tapes of meeting or seminar sessions for distribution or resale to attendees or Association membership.

12. **Copyright and Trademark Indemnification**: Licensee warrants and represents that no music, literary or artistic work or other property protected by copyright, nor the name of any performing individual or group protected by trademark will be performed, reproduced or used in the performance of this License Agreement unless Licensee has previously obtained written permission from the copyright or trademark holder. Licensee acknowledges that Licensee acts under this License Agreement as an independent contractor, charged with the responsibility in his sole discretion for selection

Performances, reproduction and use of such musical, literary and artistic works and such individual performer or group of performers as he deems appropriate and that he undertake strict compliance with all laws respecting copyrights (Federal Copyright Law of 1989 – 17 U.S.C. 101), trademarks and the performance, reproduction and use of musical, literary and artistic works or the use of the name of the performer or performing individuals or group. Licensee warrants their performance of this License Agreement will not infringe any statutory common law or other right of any person in performing, reproducing or otherwise making use of any work or material or performing group.

Licensee will indemnify, save and hold harmless ASM GLOBAL, RSCVA, Washoe County and their officers, agents, employees and servants from and against all claims, costs and expenses, including legal fees, demands, actions and liabilities of every kind and character whatsoever with respect to copyright and trademark rights and the performance, reproduction and use of musical, literary and artistic works or in the name of performing individual or group. At ASM GLOBAL's sole option, however, ASM GLOBAL may elect to deduct such copyright fees from the Event settlement and pay such licensing fees on behalf of the Licensee.

- 13. Royalties and Claims: Licensee agrees to pay when due, all royalties, license fees or other charges accruing or becoming due to any firm, person or corporation by reason of any music, either live or recorded, or other entertainment of any kind or nature, played staged or produced by the Licensee, its agents, employees, sub-Licensees or licensees upon or with the premises covered by this License Agreement, including but not limited to, royalties or licensing fees due to BMI, ASCAP or SESAC. Licensee agrees to hold harmless ASM GLOBAL, its agents and employees against any and all such claims or charges, and to defend, at its own expense, any and all such claims and charges. Licensee shall have the right, however, to protest and if desired, to litigate and adjudicate any and all such claims.
- 14. Environmental Compliance: Licensee shall be responsible for the proper care, handling, security, removal and disposal of all hazardous materials entered upon all ASM GLOBAL Reno Facilities premises by Licensee, or its sub-Licensees, as required by current Environmental Protection Agency, or other applicable federal, state or local standards in effect at the time of occupancy. Upon request by ASM GLOBAL, Licensee shall provide proof of the method of transportation and disposal of the hazardous materials. Any costs associated with the transportation or disposal of materials left on the premises will be paid by Licensee.
- 15. Fire or Casualty: Abatement; Termination: In the event any part of the Premises, as a result of damage by fire or other `inconvenience or annoyance arising from any repair or restoration of any portion of the Premises as a result of any damage from fire or other casualty. ASM GLOBAL shall have no obligation to repair any equipment, furniture, fixtures, paneling, ceilings, carpets or other floor coverings, partitions, drapes or any personal property installed in or about the Premises by ASM GLOBAL or Licensee.
- 16. Evacuation: It is mutually agreed by and between the parties that in the event the RSCC, RSLEC, NBS, REC, any ASM GLOBAL venue or any part thereof, shall be evacuated by reason of fire, strike, picketing, job action, riot, unruly demonstration, bombing, bomb threat or other incident or occurrence, actual or threatened, the Licensee, for itself and for its successors and assigns, shall and does hereby release ASM GLOBAL, the RSCVA, Washoe County and all officials, officers, representatives, agents, employees and servant of the RSCVA or Washoe County from any and all liability for injury loss of life, loss of or damage to property or other damage or loss of any nature whatsoever, economic or otherwise suffered or sustained as a result of such evacuation or direction to evacuate, excepting liability arising from sole negligent acts ASM GLOBAL, the RSCVA, Washoe County or their officers, employees and agents. Licensee, for itself, and for its successor and assigns, hereby covenants and agrees, in the event of such agents, employees and servants from any and all claims that may be asserted by third persons for injury, loss of life, loss or damage to property or any damage or loss of any nature whatsoever, economic or otherwise suffered or sustained as the result of such evacuation or direction to evacuate, excepting liability arising from the sole negligent acts of ASM GLOBAL, the RSCVA, Washoe County or their officers, employees and agents. Under emergency circumstances, the President, CEO of the RSCVA or his designee shall assume complete control of the RSCC, RSLEC, REC and/or NBS. Every reasonable effort will be made by the RSCVA to notify Licensee of any pending action in regard to emergency evacuation.
- 17. Objectionable Persons: The RSCVA, through ASM GLOBAL's General Manager, and its agents and employees, reserves the right to eject any objectionable person or persons from the RSCC, RSLEC, REC or NBS, or any part thereof, if in the sole determination of ASM GLOBAL, such objectionable person or persons create a danger to public health and safety. Upon exercise of this authority by the General Manager of ASM GLOBAL, its agents or the appropriate law enforcement agency, Licensee specifically waives any right to any claim for damages against the RSCVA or ASM GLOBAL for such actions. Every reasonable effort will be made by ASM GLOBAL to notify Licensee of any pending action in regard to any cause to which this section applies.
- 18. Disposal of Property: In the event of the expiration of this License or other re-entry of the Premises by ASM GLOBAL as provided in this License, any property of Licensee not removed by Licensee, its sub-Licensees or contractors, upon the expiration of ASM GLOBAL upon the expiration of the term of this License, or within forty-eight (48) hours after a termination by reason of Licensee's default, shall be considered abandoned and ASM GLOBAL may remove any or all of such property and dispose of the same in any manner or store the same

in a public warehouse or elsewhere for the account of, and at the expense and risk of, Licensee. If Licensee shall fail to pay the costs of storing any such property after it has been stored for a period of thirty (30) days or more, ASM GLOBAL may sell any or all of such property at public or private sale, in such manner and at such places as ASM GLOBAL, in its sole discretion, may deem proper, without notice to or demand upon Licensee. In the event of such sale, ASM GLOBAL shall apply the proceeds thereof first to the cost and expense of sale including reasonable attorneys' fees; second to the repayment of the cost of removal and storage; third to the repayment of any other sums which may then or thereafter be due to ASM GLOBAL from Licensee under any of the terms of this License; and fourth, the balance, if any, to Licensee.

19. Event Insurance: Licensee shall at its own expense secure and maintain through the term of this Agreement, including move-in and move-out days, with an insurer or insurers maintaining at least an A VIII rating in the current A.M. Bests Manual, licensed to conduct business in the State of Nevada, the insurance listed below. All such insurance shall be primary of any other valid and collectible insurance of Licensee and/or ASM GLOBAL and shall be written on an occurrence basis. Claims made policies are not acceptable and do not constitute compliance with Licensee's obligations under this Agreement.

(A) Commercial General Liability Insurance with limits not less than \$1,000,000 each occurrence combined single limit for bodily injury or death and property damage, including coverages for personal injury, contractual, and operation of mobile equipment, products and liquor and liability (if applicable);

- (B) Workers' Compensation Insurance as required by Nevada law;
- (C) Employer's Liability Insurance with limits not less than \$1,000,000 for each occurrence;

(D) Automobile Liability Insurance with limits not less than \$1,000,000 each occurrence combined single limit for bodily injury and property damage, including coverages for owned, non-owned and hired vehicles, including loading and unloading operators.

Commercial General Liability and Automobile Liability Insurance policies required shall name as additional insureds: (i) RSCVA, (ii) ASM GLOBAL, (iii) City of Reno (iv) Washoe County (v) its Officers, Agents and Employees.

<u>Certificates of Insurance</u>: Copies of additional insured endorsements and primary coverage endorsements and, if requested, complete copies of policies, satisfactory to ASM GLOBAL, shall be furnished to ASM GLOBAL no later than thirty (30) days before the first move-in day of the Event. Certified copies of the Certificate of Insurance or policies shall provide that they may not be canceled without Thirty (30) days advance written notice to ASM GLOBAL. ASM GLOBAL herein confirms that it carries insurance as required by the City of Reno and Washoe County.

ASM GLOBAL reserves the right to purchase MVP Insurance (event insurance) on behalf of the Licensee if the Licensee has failed to provide proof of insurance within seventy-two (72) hours of the start time of its event. ASM GLOBAL shall invoice the Licensee for the total charges of the MVP Insurance and Licensee agrees that it will assume responsibility for purchased insurance and pay all charges within 10 business days of receipt of the invoice.

- 20. Liquidated Damages/Cancellation: If Licensee cancels any Leased Space, except for reasons of Force Majeure, covered by this Agreement, Licensee agrees to pay to ASM GLOBAL the following amounts as liquidated damages and not as penalty, and the parties agree that such amounts constitute reasonable provision for liquidated damages: Any cancellation should be done with written notice, no later than Thirty (30 days prior to the move-in date of the event.
  - A. IF LICENSEE CANCELS MORE THAN ONE (1) YEAR BEFORE THE FIRST SCHEDULED DAY OF THE EVENT, TWENTY FIVE PERCENT (25%) OF THE LICENSE FEE SHOWN IN (EXHIBIT "B") SHALL BE PAYABLE TO ASM GLOBAL AS LIQUIDATED DAMAGES WITHIN TEN (10) DAYS OF INVOICE.
  - B. IF LICENSEE CANCELS MORE THAN SIX (6) MONTHS BUT LESS THAN ONE (1) YEAR BEFORE THE FIRST SCHEDULED DAY OF THE EVENT, SIXTY PERCENT (60%) OF THE LICENSE FEE SHOWN IN (EXHIBIT "B") SHALL BE PAYABLE TO ASM GLOBAL AS LIQUIDATED DAMAGES WITHIN TEN (10) DAYS OF INVOICE.
  - C. IF LICENSEE CANCELS LESS THAN SIX (6) MONTHS BEFORE THE FIRST SCHEDULED DAY OF THE EVENT OR IS IN DEFAULT OF ANY OF THE TERMS OF THIS AGREEMENT, ONE HUNDRED PERCENT (100%) OF THE LICENSE FEE SHOWN IN (EXHIBIT "B") SHALL BE PAYABLE TO ASM GLOBAL AS LIQUIDATED DAMAGES WITHIN TEN (10) DAYS OF INVOICE.
- 21. Force Majeure: The performance of this Agreement by either party is subject to any act, event or occurrence the reasonable control of the parties, in the event of a Force Majeure. For purposes of this Agreement, a Force Majeure is any, acts of God, terrorism, war (whether declared or otherwise), forces of nature, government regulations or advisories, disaster, threatened or actual strikes (other than strikes of venue's employees), civil disorders, curtailment of transportation facilities due to governmental order preventing or delaying at least 35% of the contracted participants from attending the Event, political or social disturbance or outbreaks of Public Health Emergency of International Concern (PHEI), disease, epidemics, or pandemics, limited to those declared by the World Health Organization where the venue is located ("Force Majeure Event") that would make the event impossible, illegal, commercially impractical or ill-advised.

This Agreement may be terminated without penalty for and Force Majeure Event by written notice from one party to the other. I the event of a Force Majeure Event, the organizer in its sole discretion is allowed to reschedules the dates of the Event with the already paid deposit allocated to the new dates mutually agreed by both parties. If the licensor is unable to provide the venue to the organizer on a mutally

agreed rescheduled event date, the venue will refund all advance deposits received by the organizer less any preparation cost incurred by the venue for the preparation of the event prior to the termination. Refunds will be made withing thirty (30) days after the official termination notice is received.

- 22. Indemnification: Licensee agrees to indemnify, hold harmless and defend ASM GLOBAL, the RSCVA, Washoe County, the City of Reno and their respective Members, Officers, Directors, Agents and Employees ("INDEMNITEES") from and against any and all liabilities, damages, actions, costs, losses, claims and expenses (including attorney's fees) on account of personal injury, death or damage to or loss of property or profits arising out of or resulting, in whole, or in part, from any act, omission, negligence, fault or violation of law or ordinance of Licensee or its Employees, Agents, Service Contractors, Exhibitors or Attendees or any other person entering the ASM GLOBAL with the implied or express permission of Licensee. If Licensee's use of the Leased Space results in an increase in the insurance premium for the ASM GLOBAL during the term of the Event, Licensee shall be responsible for payment of this increase that is applicable during the term of the Event. Such indemnification by Licensee shall apply unless such damage or injury results from the sole negligence, gross negligence or willful misconduct of ASM GLOBAL, the City of Reno, their respective Members, Officers, Agents or Employees.
- 23. Waiver of Subrogation: Licensee and ASM GLOBAL hereby waive any and every claim which arises, or may arise, in its favor and against ASM GLOBAL or the Licensee during the term of this Agreement or any extension or renewal hereof for any and all loss or damage covered by valid and collectible insurance policies, to the extent that such loss or damage is covered under such insurance policies. Such waiver shall be in addition to, and not in derogation of, any other waiver or release contained in this Agreement with respect to any loss or damage to property of Licensee.
- 24. Waiver of Claims/Property: Licensee assumes full responsibility to safeguard display booths, advertising material, goods held for display or sale and all other property, owned or used by Licensee or any of its Service Contractors, Exhibitors or Attendees. Licensee hereby waives any claims against ASM GLOBAL and the persons and Indemnitees described in Section 22 for damage to or loss of the property enumerated above, unless such damage or loss results from the sole negligence, gross negligence or willful misconduct of ASM GLOBAL, the RSCVA, Washoe County, the City of Reno, its respective Members, Officers, Agents and Employees.
- 25. Default: Licensee shall be in default under this Agreement if any of the following Occur: (i) Licensee fails to pay any amount due hereunder (including, without limitations, payment of fees and maintenance of required insurance) when the same are required to be paid hereunder, (ii) Licensee or any of its officers, directors, employees or agents fails to perform or fulfill any other term, covenant, or condition contained in the Agreement and Licensee fails to commence a cure thereof within five (5) business days after Licensee has been served with written notice of such default and prior to the first day of occupancy, or (iii) Licensee makes a general assignment for the benefit of creditors. ASM GLOBAL shall be in default under this Agreement if ASM GLOBAL fails to perform or fulfill any material terms, covenant, or conditions contained in this Agreement and ASM GLOBAL fails to commence a cure thereof within five (5) business days after ASM GLOBAL has been served with written notice of such default. Nothing herein shall be construed as excusing either party from diligently commencing and pursuing a cure within a lesser time, if reasonably possible. Notwithstanding clause (ii) above, if the breach by Licensee or any of its officers, directors, employees or agents of such other term, covenant, or condition is such that it threatens the health, welfare or safety of any person or property, then ASM GLOBAL may, in its discretion, require that such breach be cured in less than five (5) business days and or immediately. In no event will ASM GLOBAL be liable to Licensee for any damages caused by termination of this Agreement.

If the breach is not cured within five (5) business days after receipt of such written notice and prior to the first day of occupancy, the nondefaulting party may terminate this License Agreement without penalty.

- 26. Suit to Enforce: If either party institutes suit or other proceeding against the other party for the fees provided herein or otherwise to enforce or seek damages with respect to a default under this Agreement, the prevailing party shall be entitled to recover all damages provided by law or under this Agreement and, in addition, all costs and reasonable attorney's fees.
- 27. Service Contractors: Licensee assumes full responsibility for all acts of commission or omissions by Licensee's Service Contractors providing services to Licensee and its Exhibitors and Attendees. Licensee will assure that such Service Contractors will fully comply with all terms and conditions of ASM GLOBAL's Rules and Regulations and will be financially responsible for any non-compliance by Licensee's Service Contractors. Licensee is responsible for designating a check-in area for Licensee's Service Contractors.

If licensee uses outside vendors/contractors, they must be forklift and aerial lift certified and provide that certification to ASM GLOBAL prior to using any ASM GLOBAL equipment and must follow all OSHA guidelines in their use.

- 28. Non-Exclusive Use: ASM GLOBAL shall have the right to use or permit the use of any portion of the facilities not granted to Licensee under this Agreement to any person, firm, or entity regardless of the nature of the use of such other space. This right shall be at the sole discretion of ASM GLOBAL. Upon request, ASM GLOBAL will provide a list of other users scheduled in the Center during the term of the Event.
- 29. Priority Booking Clause: In compliance with the booking policy of the RSCVA as adopted by ASM GLOBAL, the Licensee acknowledges and agrees that the specific date pattern as referenced in this License Agreement is flexible, up to 18 months prior to the COVID-19 Testing If the RSCVA attracts a new Event to the City of Reno/Washoe County utilizing the ASM GLOBAL Reno Facilities and that also generates hotel-room nights for the RSCVA/City of Reno/Washoe County; the combined economic impact of the new event, must exceed the COVID-19

Testing revenues generated to ASM GLOBAL. The new event's combined economic impact will include anticipated sales tax, hotel/occupancy tax, and ASM GLOBAL facility revenues, based on verifiable historical data from two venues/cities in which the event has previously occurred. If these circumstances occur, ASM GLOBAL, as operator, reserves the right to move the event per this license agreement, to a date pattern that would accommodate the new hotel-room night generating event.

- 30. Food & Beverage: All food & beverage events must be performed by SAVOR... the facility's exclusive in-house food and beverage provider. The exclusive caterer may utilize any unused space within the facilities for this purpose. No Food or Beverage of any kind will be permitted to be brought into the facilities by the Licensee's respective officers, directors, officials, employees, agents, volunteers, guests or invitees.
  - A. Menu pricing, equipment rentals, specialty linen and other food and beverage special services are not guaranteed until the execution of a separate signed contract with SAVOR... Guaranteed attendance numbers must be provided to ASM GLOBAL no later than five (5) business days prior to the event. If the Licensee does not provide the guaranteed number, in writing, by the required date, ASM GLOBAL will use the expected attendance number listed in the SAVOR contract.
  - B. A bartender fee of One-Hundred and Fifty dollars (\$150.00) per bar shall apply for all bar services requested. The bartender fee shall be waived if the bar exceeds sales of Seven-Hundred dollars (\$700.00) per bar. All bar service charges are subject to local and state sales tax and/or service fee. ASM GLOBAL practices responsible alcohol service and therefore reserves the right to refuse alcohol service to anyone, including the right to terminate the service of alcoholic beverages of the event if deemed necessary by ASM GLOBAL.
  - C. A minimum of Five Hundred dollars (\$500.00), in Concession Sales in all facilities needs to be exceeded or the difference will be assessed on the final bill.
  - D. A twenty (20%) percent service charge will be applied to all catered food and beverage sales, including alcohol. All other local and state taxes will be charged at the prevailing rate to all catered, non-alcoholic and alcoholic beverages, labor and service charges. The service charge is not taxable under Nevada State Law.
  - E. A deposit equal to fifty (50%) percent of the total amount of the catering service based on the SAVOR contract is due fourteen (14) business days prior to the event date to ensure service. The remaining balance is due five (5) business days prior to the event when guaranteed attendance numbers are due. Any on-site additions or replenishments of the contracted services will be reflected on the Catering Summary provided at the conclusion of the event. A guaranteed payment is required for all functions. Licensee may finalize its account by Company Check, Cashier's Check, Visa, MasterCard or cash. Any credit card charge will be charged a 3% processing fee. However, only cash, a Cashier's Check or Money Order will be accepted inside 72-hours of the start of the event.
  - F. If the catering function is cancelled fourteen (14) days or more prior to the event, a fee of twenty-five (25%) of the total contracted catering service will apply. If the catering function is cancelled less than fourteen (14) but more than five (5) business days prior to the event, a fee of seventy-five (75%) percent of the total contracted catering services will apply. Any catering cancelled five (5) days or less prior to the event would incur a fee equal to one hundred (100%) percent of the contracted catering services.
- 31. ASM GLOBAL's Right of Entry: In permitting the use of the Leased Space hereinbefore mentioned, ASM GLOBAL does not relinquish and does hereby retain the right to enforce all Rules and Regulations and all Public Safety and Emergency Response Plans for the efficient management and operation of the Leased Space. Duly authorized Representatives of ASM GLOBAL and may enter any and all Leased Areas in his/her normal course of business or in an emergency involving loss of life or the City of Reno, property or to make emergency repairs that ASM GLOBAL deems to be necessary in its reasonable judgment for the safety and well-being of its employees and invitees at any time and on any occasion without restrictions whatsoever. Licensee shall at all times be subject to ASM GLOBAL's right to control. In no event will ASM GLOBAL or the City of Reno be liable to Licensee for consequential damages or lost profits as a result of this right. If it is mutually determined that any injury, damage or loss of property to Licensee occurs as a result of the sole negligence, gross negligence or willful misconduct of representatives of ASM GLOBAL and the City of Reno entering the Leased Space, Licensee will be entitled to recover damages if, and only if, Licensee has complied with all ASM GLOBAL Building Rules and Regulations and Reno's Fire Regulations and ASM GLOBAL's Emergency Response Plan. This right of entry will not in any way limit Licensee's right of quiet enjoyment and peaceful use of the Licensed premises free from unnecessary interference.

ASM GLOBAL will provide written notice of changes to Building Rules and Regulations as they are made.

32. ADA Compliance: ASM GLOBAL shall be responsible for ensuring that access into the ASM GLOBAL complies with the American With Disabilities Act ("ADA"). ASM GLOBAL shall also be responsible for ensuring to the extent possible that the common areas inside the ASM GLOBAL (i.e. elevator access, ramp access, restrooms) are accessible to, and usable by, individuals with disabilities. Licensee shall be responsible for ensuring that the Leased Space granted to Licensee by ASM GLOBAL complies in all respects with the ADA, including accessibility, usability and configuration. Licensee shall also be responsible for providing auxiliary aids and services such as wheelchairs, braille programs and materials, sign language interpreters, assisted hearing, TDD telephones and ramping for any programming of Event, and for ensuring that the policies, practices and procedures Licensee applies in its use and occupancy of the Leased Space are in

compliance with the ADA. Should temporary sets, stage design, event platforms or other event related structures require additional or the relocation of ADA equipment or services, Licensee shall be responsible for providing such additional or the relocation of said equipment or services.

- 33. Venue: This Agreement will be governed by law of the State of Nevada. The venue for any dispute arising out of this Agreement will be in the City of Reno and Washoe County, Nevada.
- 34. Non-Discrimination: During the term and for the purpose of this Event, Licensee and ASM GLOBAL agree not to discriminate against any Event employee or any Event applicant for employment because of race, creed, ancestry, sexual orientation, disability, color, sex, marital status, age, military status, mental disability, religion or national origin and further agrees not to discriminate for the same aforementioned reasons against any Event Attendees in connection with admission, services or privileges offered to or enjoyed by the general public. Licensee and ASM GLOBAL will also enforce the foregoing provision in connection with all employees, agents and all Service Contractors hereunder.
- 35. Cumulative Remedies: All rights, powers and privileges conferred hereunder upon ASM GLOBAL shall be cumulative and shall not be restricted to those given by law.
- 36. Entire Agreement: This document contains the complete and exclusive Agreement between the parties, and it is intended to be a final expression of their Agreement. No promise, representation, warranty or covenant not included in this document has been or is relied upon by any party. Each party has relied upon its own examination of the full Agreement and the provisions thereof and the counsel of its own advisors, and the warranties, representation, and covenants expressly contained in the Agreement itself. No modification or amendment of this Agreement shall be in force or effect unless in writing executed by all parties hereto.
- 37. Notices: Any notice, request, demand, instruction, or any other communications to be given to any party hereunder shall be in writing and delivered personally or sent by registered or certified mail or by overnight courier service as follows:

To ASM GLOBAL: ASM GLOBAL Reno Attention: General Manager 4590 South Virginia Street, Reno, Nevada 89502

To Licensee: At the office designated on Page 1 of this Agreement.

Mailed notice shall be deemed to have been given upon the deposit of the same in any United States mail post office box, with postage prepaid, addressed as set forth above. The addresses for the purpose of this paragraph may be changed by giving written notice of such change in the manner provided herein for giving notice. Unless and until written notice is received, the last address stated herein shall be deemed to continue in effect for all purposes hereunder.

- 38. Warranty of Habitability and Normal Usage: ASM GLOBAL will provide the function space described in this License Agreement to Licensee in a habitable condition, allowing for normal wear and tear, and suitable for holding a convention. This warranty will extend to all equipment and utilities of ASM GLOBAL that are included in the License Agreement.
- 39. **Remodeling/Construction**: If a remodeling/construction project is scheduled during the Event, ASM GLOBAL does not anticipate that remodeling/construction will present any significant interference with the Event, some impact from noise or similar interruption is possible.

Potential remodeling/construction project will have in place procedures to monitor and control noise and dust. ASM GLOBAL shall use its best efforts to mitigate any disruption and agrees to limit construction noise within the Leased Space. In no event, however, will ASM GLOBAL be liable for any consequential damages to the Licensee, including claims for lost or reduced income resulting from the interference or disturbance.

ASM GLOBAL's liability, if any, shall be limited to a return of the License Fee for any period of time that Licensee is unable to use the Leased Space because of this interference or disturbance. ASM GLOBAL will inform Licensee in writing of any scheduled remodeling as soon as ASM GLOBAL is informed.

## **APPROVAL OF CONTRACT:**

This Agreement is not binding upon ASM GLOBAL until signed on behalf of the ASM GLOBAL's General Manager. It will be effective on the date signed by the ASM GLOBAL's General Manager.

## EXECUTED:

ASM GLOBAL

<u>Washoe County Health District</u> Licensee

By: By: Michael Day, General Manager Title:

Date: 20-54-7-2-20

Washoe County Commission

Date:

Chair

Date:

# **EXHIBIT "A" TO LICENSE AGREEMENT**

# Washoe County Health District COVID-19 Testing Contact: Andrea Esp Phone: 775.326.6042 Email: AEsp@washoecounty.us

Area	Day	Date	Time	Purpose
South Parking Lot	Monday	06/08/20 - 06/30/20	7:00 AM - 11:59 PM	Event
South Parking Lot	Wednesday	07/01/20 - 07/31/20	7:00 AM - 11:59 PM	Event
South Parking Lot	Saturday	08/01/20 - 08/31/20	7:00 AM - 11:59 PM	Event
South Parking Lot	Tuesday	09/01/20 - 09/30/20	7:00 AM - 11:59 PM	Event
South Parking Lot	Thursday	10/01/20 - 10/31/20	7:00 AM - 11:59 PM	Event
South Parking Lot	Sunday	11/01/20 - 11/30/20	7:00 AM - 11:59 PM	Event
South Parking Lot	Tuesday	12/01/20 - 12/31/20	7:00 AM - 11:59 PM	Event
South Parking Lot	Friday	01/01/21 - 01/31/21	7:00 AM - 11:59 PM	Event
South Parking Lot	Monday	02/01/21 - 02/28/21	7:00 AM - 11:59 PM	Event
South Parking Lot	Monday	03/01/21 - 03/31/21	7:00 AM - 11:59 PM	Event
South Parking Lot	Saturday	05/01/21 - 05/31/21	7:00 AM - 11:59 PM	Event
South Parking Lot	Tuesday	06/01/21 - 06/21/21	7:00 AM - 11:59 PM	Event

ASM GLOBAL reserves the right to demand the balance of estimated expenses, <u>10 days prior to the event</u> if box office ticket sales do not cover estimated expenses as noted on Exhibit B.

# EXHIBIT "B" FINANCIAL SUMMARY REPORT

Washoe County Health District COVID-19 Testing Contact: Andrea Esp Phone: 775.326.6042 Email: AEsp@washoecounty.us

Event Date(s): 6/8/2020 - 6/21/2021

RSCC , South Parking Lot is subject to decrease if number falls below 378000

1. License Fee, Equipment and Service Expenses as required or requested for your event:

Department	Subtotal	Discount(s)	Service Charge(s)	Тах	Total
Rental	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Events Labor	\$84,240.00	\$0.00	\$0.00	\$0.00	\$84,240.00
Fuel & Maintenance Fees	\$6,750.00	\$0.00	\$0.00	\$0.00	\$6,750.00
Operations Labor	\$235,872.00	\$0.00	\$0.00	\$0.00	\$235,872.00
TOTALS	\$326,862.00	\$0.00	\$0.00	\$0.00	\$326,862.00

Additional charges will be incurred for any items not referenced above such as, but not limited to: Event Insurance , Additional AV equipment, AV tech time, Wi-Fi Packages, Digital Advertising, Power Drop, Room Resets, Staging, Dance floor, Electronic Signage, Marquee , Pipe & Drape, Security, Keys, Radios, Dumpsters, Cleaning Fees, Parking, Catering and Water Service

> Proposal should not be considered the total cost for your event. Should you require additional equipment and services, these will be invoiced after the event.

2. <u>Payment of License Fee</u>, plus additional costs as outlined in <u>Exhibit B</u> of the License Agreement shall be paid in accordance with the following terms:

a) Payment Schedule

Invoiced each month

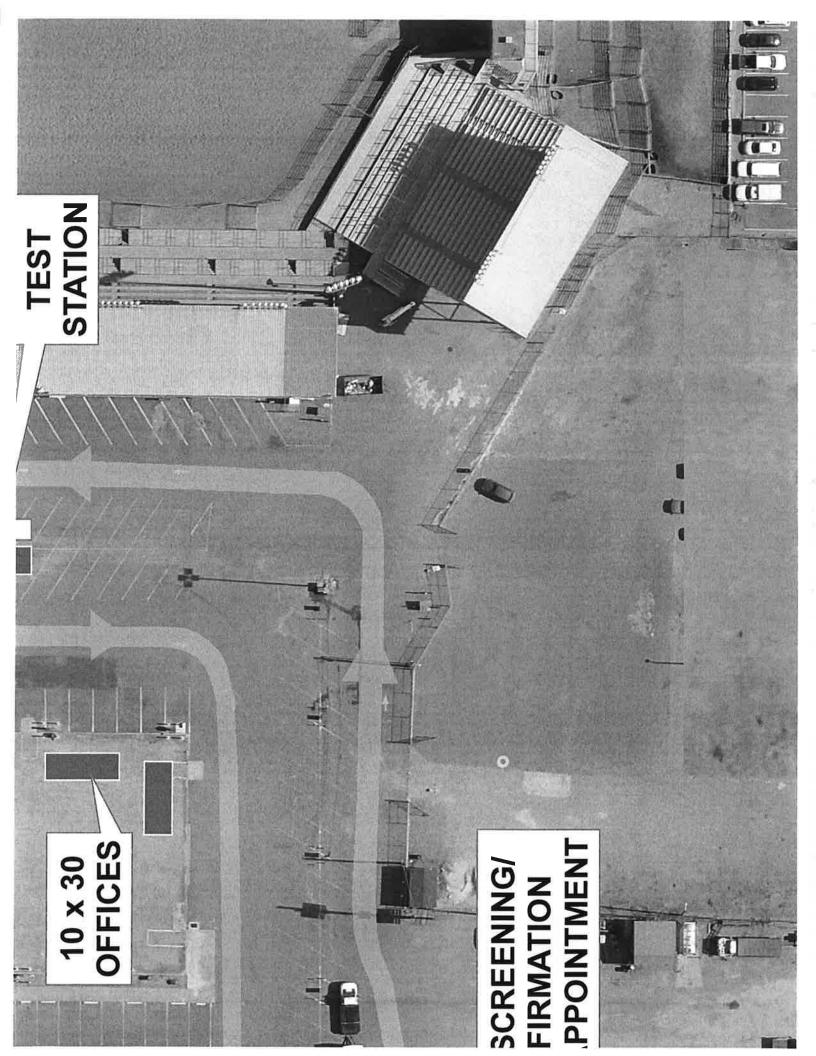
#### Payment Due Date

Due 30 days net

A If paying by check, please make out to: ASM GLOBAL Reno and reference your event name and date on the check.

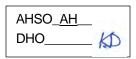
B Please note that actual event expenses may differ from the original Proposal. Added charges will apply for additional equipment or service expenses as required or requested and will be billed after the event.

- C We accept Visa, MasterCard, Discover and American Express, a 3% fee will apply.
- D Any outstanding balance will be due 10 days upon receipt of ASM GLOBAL Reno invoice.



# DBOH AGENDA PACKET #6Biii





# Staff Report Board Meeting Date: July 23, 2020

TO:	District Board of Health
FROM:	Nancy Kerns Cummins, Fiscal Compliance Officer 775-328-2419, nkcummins@washoecounty.us
SUBJECT:	Approve Notice of Subaward from the State of Nevada Department of Health and Human Services, Division of Public and Behavioral Health in the amount of \$8,924,923.00 retroactive to January 20, 2020 through June 30, 2022 to support COVID-19 Epidemiology and Laboratory Capacity (ELC) and authorize the District Health Officer to execute the Notice of Subaward and any future amendments.

# **SUMMARY**

The Washoe County Health District received a Notice of Subaward on July 19, 2020 from the State of Nevada Department of Health and Human Services, Division of Public and Behavioral Health to support COVID-19 Epidemiology and Laboratory Capacity (ELC). The funding period is retroactive to January 20, 2020 through June 30, 2022. A copy of the Subaward is attached.

# District Health Strategic Priority supported by this item:

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

# PREVIOUS ACTION

No previous action.

# BACKGROUND/GRANT AWARD SUMMARY

As part of the "Paycheck Protection Program and Health Care Enhancement Act of 2020 (P.L. 116-139, Title I)", the ELC is awarding funding under the Emerging Issues (E) Project of CK19-1904, henceforth, "ELC Enhancing Detection" supplement. These funds are broadly intended to provide critical resources to state, local, and territorial health departments in support of a broad range of COVID-19/SARS-CoV-2 testing and epidemiologic surveillance related activities. These resources complement, not duplicate, funding provided to jurisdictions, including the ELC Community-based Surveillance and ELC CARES Act supplements.



Subject: Approve ELC Enhancing Detection Subaward Date: July 23, 2020 Page **2** of **2** 

# FISCAL IMPACT

Should the Board approve this subaward, a request will be made to the Board of County Commissioners to amend the adopted FY21 budget, increasing it by \$8,113,566.00 (\$811,357.00 indirect expenses) in the following accounts:

<u>Account Nu</u>	<u>ımber</u>	Description		Amount <u>of Increase</u>
2002-IO-11730	-431100	Federal Grants	\$	8,113,566.00
2002-IO-11730 2002-IO-11730 2002-IO-11730 2002-IO-11730	-701412 -705360 -710100 -710110	Salary Adjustment Benefit Adjustment Professional Services Contracted/Temp Svcs	\$ \$ \$	1,110,393.00 314,324.00 9,600.00 4,504,947.00
2002-IO-11730	-710200	Service Contracts	\$	73,464.00
2002-IO-11730	-710212	Software Subscription	\$	59,400.00
2002-IO-11730	-710215	Operating Contracts	\$	1,536,000.00
2002-IO-11730	-710300	Operating Supplies	\$	400,000.00
2002-IO-11730	-710334	Copier Expense	\$	12,000.00
2002-IO-11730	-710350	Office Supplies	\$	30,000.00
2002-IO-11730	-710508	Telephone Expense	\$	12,000.00
2002-IO-11730	-710512	Auto Expense	\$	1,438.00
2002-IO-11730	-711509	Computer Software- non-cap	\$	50,000.00

# **RECOMMENDATION**

It is recommended that the District Board of Health approve Notice of Subaward from the State of Nevada Department of Health and Human Services, Division of Public and Behavioral Health in the amount of \$8,924,923.00 retroactive to January 20, 2020 through June 30, 2022 to support COVID-19 Epidemiology and Laboratory Capacity (ELC) and authorize the District Health Officer to execute the Notice of Subaward and any future amendments.

# **POSSIBLE MOTION**

Should the Board agree with staff's recommendation, a possible motion would be "Move to approve Notice of Subaward from the State of Nevada Department of Health and Human Services, Division of Public and Behavioral Health in the amount of \$8,924,923.00 retroactive to January 20, 2020 through June 30, 2022 to support COVID-19 Epidemiology and Laboratory Capacity (ELC) and authorize the District Health Officer to execute the Notice of Subaward and any future amendments."



# State of Nevada Department of Health and Human Services

Agency Ref. #: HD 17803

Budget Account: 3219

Category: 13 GL: 8516 Sub Org: C4 Job Number: 9332320V

Division of Public & Behavioral Health (hereinafter referred to as the Department)

NOTICE	OF	SUBAWARD	

Program Name:         Subrecipient's Name:           Epidemiology and Laboratory Capacity (ELC)         Washoe County Helath District (WCHD)           Office of Public Helath Investigations & Epidemiology (OPHIE)         Kevin Dick, District Health Officeer, WCHD						
Address: 4126 Technology Way, Suite 200 Carson City, NV 89706-2009			dress: 01 East Ninth Street no, NV 89502			
Subaward Period: January 20, 2020 through June 30, 2022			<u>brecipient's</u> : EIN Vendor <i>#</i>			
			Dun & Bradstreet	073786998		
Purpose of Award: WCHD will use these fun	ds to complete epidemio	logical surve	eillance and investigat	ion activities in Washoe County	, Nevada	<u>l</u>
Region(s) to be served: □ Statewide ⊠ S	pecific county or countie	s: <u>Washo</u>	e County_			
Approved Budget Categories:			AL AWARD COMPU		¢	0.004.000.00
1. Personnel	\$1,424,717.00	Cumula	bligated by this Action ative Prior Awards this	Budget Period:	\$ \$	8,924,923.00 0.00
2. Travel	\$1,438.00		ederal Funds Awarde	d to Date:	_ \$	0.00
3. Operating	\$430,000.00		Required □ Y ⊠ N t Required this Action		\$	0.00
4. Equipment	\$0.00	Amoun	t Required Prior Awar latch Amount Require	ds:	\$ \$	0.00 0.00
5. Contractual/Consultant	\$4,504,947.00	Resear	ch and Development			0.00
6. Training	\$0.00	August	1,2019 through July 3	31, 2024		
7. Other	\$1,752,464.00		I Project Period: 1,2019 through July 3	31, 2024		
TOTAL DIRECT COSTS	\$8,113,566.00		GENCY USE, ONLY			
8. Indirect Costs	\$811,357.00		GENCT USE, UNLT			
TOTAL APPROVED BUDGET	\$8,924,923.00					
Source of Funds:	<u>% Funds</u>	<u>s</u> : <u>CFDA</u> :	FAIN:	Federal Grant #:		Award Date by eral Agency:
Centers for Disease Control and Prevention	100	93.323	MU50CK000560	1 NU50Ck000560-01-04		oril 23, 2020
Agency Approved Indirect Rate: 10%			Subre	cipient Approved Indirect Rate	<u>e:</u> 10%	
Terms and Conditions:         In accepting these grant funds, it is understood         1.       This award is subject to the availabit         2.       Expenditures must comply with any         3.       Expenditures must be consistent with         4.       Subrecipient must comply with all application         5.       Quarterly progress reports are due to the grant administrator.         6.       Financial Status Reports and Requere administrator.	lity of appropriate funds. statutory guidelines, the h the narrative, goals ar oplicable Federal regulat by the 30th of each mont	DHHS Grai nd objectives tions th following t	, and budget as appro he end of the quarter, nthly, unless specific	ved and documented unless specific exceptions are exceptions are provided in writin	provided	in writing by
Incorporated Documents:Section A:Grant Conditions and Assurances;Section B:Description of Services, Scope of Work and Deliverables; Section C:Section G:Audit Information Request; Section F:Current/Former State Employee Disclaimer; Section G:Section D:Request for Reimbursement;Section C:DHHS Business Associate Addendum; and						
Name	Sigr	ature		Date		
Kevin Dick District Health Officer, WCHD						
Lindsey Kinsinger Manager of Public Health Investigations						
for Lisa Sherych Administrator, DPBH						

# SECTION A GRANT CONDITIONS AND ASSURANCES

#### **General Conditions**

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

#### Grant Assurances

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

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

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

- 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 <u>the manner authorized in its</u> <u>grant</u>, 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.

# SECTION B

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

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

#### Scope of Work for Washoe County Health District

<u>Objective</u>	Activities	Due Date	Documentation Needed
1. Adoption of outbreak guidelines and processes for schools, daycares, food establishments, and healthcare settings to address viral respiratory pathogens, specifically COVID-19. With testing	<ol> <li>Review current protocols with Washoe County School District administrative leadership and outbreak mitigation staff and modify accordingly, most notably to establish criteria for classroom and school closures, notification to parents, students and staff in the event of an outbreak.</li> </ol>	08/01/20	1.Monthly Activity Report
(Public Health Preparedness) staff, determine who meets the needs of homeless and unsheltered persons in order to prevent and mitigate outbreaks in this communal and	<ol> <li>In partnership with internal Environmental Health Services (EHS) staff, review and modify current protocols for outbreaks in daycare settings and food establishments.</li> </ol>	09/01/20	2. Monthly Activity Report
migratory population.	3. Adjust current protocols for homeless and unsheltered persons with the homeless taskforce, Volunteers of America and other community partners who offer a myriad of supportive services to this population.	11/30/20	3. Monthly Activity Report

Goal 2: Train and hire staff to improve the capacities of the epidemiology and informatics workforce to effectively conduct surveillance and response of COVID-19 (including contact tracing) and other conditions of public health significance

<u>Objective</u>	Activities	Due Date	Documentation Needed
1. As new staff are onboarded, provide training structure, database access and appropriate	1. Formalized training checklist, along with all necessary materials.	07/31/20	1.Monthly Activity Report
shadowing and training in order to conduct case investigations and contact tracing electronically. Identification of indicators and triggers that would warrant an increase in staffing models and thresholds that would delineate control of spread.	2. Measurement of indicators to guide appropriate staffing levels for contact tracing.	08/01/20	2. Monthly Activity Report

Goal 3: Build expertise to support management of the COVID-19 related activities withing the jurisdiction and integrate into the broader ELC portfolio of activities

<u>Objective</u>	Activities	Due Date	Documentation Needed
1 Current infectious disease epidemiologists have been working primarily in COVID, with the re- opening of businesses and the economy, they will	1. Development of a schedule and duties for time spent providing technical assistance to the COVID Epidemiologist and contact tracing staff.	07/15/20	1.Monthly Activity Report
have to transition to the general communicable disease follow up, however will serve at least 5 hours per week in a technical assistance capacity to answer questions, support the COVID Epidemiologist and enter backlogged data into NBS for reporting to the CDC. Infectious disease epidemiologists will adopt or modify existing protocols to incorporate COVID-19 into regular workflow processes.	2. Development of a COVID communicable disease manual.	09/30/20	2. Monthly Activity Report

Goal 4: Increase capacity for timely data management, analysis, and reporting for COVID-19 and other conditions of public health significance

<u>Objective</u>	Activities	Due Date	Documentation Needed
1. Major commercial labs and NSPHL feed into the NBS database, WCHD partners with the state	<ol> <li>Identify new labs not coming into NBS ongoing. Running NBS lab check every 6 months.</li> </ol>	12/31/20	1.Monthly Activity Report
NBS coordinator to facilitate the onboarding for commercial labs coming into the market. Protocol for contact tracers is to have demographic and basic case information into NBS within 48 hours after the case investigation.	2. Work with NBS leads to onboard significant labs into NBS.	Ongoing	2. Monthly Activity Report

## Goal 5: Strengthen Laboratory Testing

Objective	Activities	Due Date	Documentation Needed
1. Work with University of Nevada, Reno (UNR) to design and implement a population-based surveillance method to estimate the true	1. Implement methodology.	07/2020- 12/2020	1.Monthly Activity Report
prevalence of persons with previous infection of COVID-19.	2. Testing in accordance with methods.	07/2020- 12/2020	2. Monthly Activity Report
	3. Analyze data from surveillance methods and report findings	07/2020- 12/2020	3. Monthly Activity Report

Goal 6: Enhance laboratory testing capacity for SARS-CoV-2/COVID-19 outside of public health laboratories

Objective	Activities	Due Date	Documentation Needed
1. Provide a Point of Screening and Testing (POST) site to test Washoe County residents for SARS-CoV-2 including high risk and vulnerable populations.	<ol> <li>Number of tests completed at Washoe County POST</li> <li>Number of tests completed in Washoe County.</li> </ol>	06/30/21 06/30/21	<ol> <li>Monthly Activity Report</li> <li>Monthly Activity Report</li> </ol>
<b>Goal 7:</b> Improve Surveillance and Reporting of Elector	ctronic Health Data <u>Activities</u>	Due Date	Documentation Needed
1. Ongoing data entry for case investigations into NBS, for reporting to CDC. Quality assurance measures to be identified and run on a weekly basis. Transition from passive surveillance of contacts to cases and exposed individuals to an active surveillance model. Continue to improve the Geographic Information Systems mapping and daily dashboard updates for general public.	<ol> <li>Partner with Geographic Information System (GIS) Mapping personnel to depict the geographic locations at high risk for infection in Washoe County.</li> <li>Identify and implement improvements to county level dashboard system.</li> <li>Adoption of an active surveillance system for exposed individuals and contacts to cases.</li> <li>Ongoing timely entry of accurate and complete case investigation information into NBS to be check for quality assurance and completeness each week.</li> </ol>	11/01/20 12/31/20 08/01/20 Weekly/ Ongoing	<ol> <li>Monthly Activity Report</li> <li>Monthly Activity Report</li> <li>Monthly Activity Report</li> <li>Monthly Activity Report</li> </ol>

Goal 8: establish complete, up-to-date, timely, automated reporting of individual-level data through electronic case reporting to CDC and others in a machine readable format

<u>Objective</u>	Activities	Due Date	Documentation Needed
1. Identify and implement software system or patch with existing software system to automate	1. Identify agreed upon software system.	07/31/20	1.Monthly Activity Report
lab connectivity and lab reporting efficiencies. Automate lab requisitions, labels, and result	2. Draft work plan/contract for implementation of software system.	08/15/20	2. Monthly Activity Report
reporting.	3. Implement software system or patch with existing software system.	09/30/20	3.Monthly Activity Report

#### Goal 9: Improve understanding of capacity, resources, and patient impact at healthcare facilities through electronic reporting

<u>Objective</u>	Activities	Due Date	Documentation Needed
1. CDC and Nevada ESSENCE biosurveillance system will be utilized to estimate COVID-like	1. Draft COVID-like Illness report developed.	09/01/20	1.Monthly Activity Report
Illness to be included in a weekly COVID report similar to weekly Influenza reports. WCHD epidemiology staff have access to NHSN and receive weekly line lists of hospitalized patients from area hospitals.	2. Weekly COVID-like Illness report published.	10/30/20	2. Monthly Activity Report

Goal 10: Enhance systems for flexible data collection, reporting, analysis, and visualization

<u>Objective</u>	Activities	Due Date	Documentation Needed
1. Work with partner organizations to determine data elements that should or could be downloadable for public utility. Ongoing improvement to the available formats and data quality.	1. Identify and meet with community organizations who provide data on other health related topics to incorporate data exchanges to be made available to public entities in order to provide community with multiple avenues for dissemination of real-time data.	12/01/20	1.Monthly Activity Report

#### Goal 11: Enhance systems for flexible data collection, reporting, analysis, and visualization

Objective	Activities	Due Date	Documentation Needed
1. Identify and implement software system or patch with existing software system to automate	1. Identify agreed upon software system.	06/30/20	1.Monthly Activity Report
lab connectivity and lab reporting efficiencies. Automate lab requisitions, labels, and result	2. Draft work plan/contract for implementation of software system.	08/01/20	2.Monthly Activity Report
reporting.	3. Implement software system or patch with existing software system.	0915//20	3.Monthly Activity Report

Goal 12: Establish or improve systems to ensure complete, accurate and immediate(within 24 hours) data transmission to a system and open website abaliable to local health officials and public by county and zipcode, that allows for automated transmission of data to the CDC in a machine readable format

<u>Objective</u>	Activities	Due Date	Documentation Needed
1. utilization of the contact tracing software program SalesForce and NBS to enter timely	1 Implementation and training on software and database systems.	08/01/20	1.Monthly Activity Report
case investigation data, including demographics, follow up, lab data, and contacts to cases to be provided to CDC.	<ol> <li>All contact tracers and investigators utilizing the software and database systems daily.</li> </ol>	09/01/20	2. Monthly Activity Report

Goal 13: Use Laboratory Data to Enhance Investigation, Reposnse and Prevention

Objective	Activities	Due Date	Documentation Needed
1. Active and passive monitoring of individuals returning from international travel to locations known to have community spread of COVID-19. Continue to provide epidemiologically based identification of and recommendations to reduce high-risk activities including travel that may pose a risk for reintroduction of COVID-19 into the community. Notification and investigation of newly reported lab-confirmed cases within 24 hours of receipt of lab.	<ol> <li>Identify active monitoring data system.</li> <li>Modifications to passive monitoring parameters/processes.</li> <li>Identify how to measure indicator for timeliness of case investigation and ongoing report out to internal staff.</li> </ol>	08/01/20 08/01/20 & ongoing 08/01/20 & ongoing	<ol> <li>Monthly Activity Report</li> <li>Monthly Activity Report</li> <li>Monthly Activity Report</li> </ol>
Goal 14: Identify cases and exposure to COVID-15	) in high-risk settings or within vulnerable populations to target mitigation strategies		
<u>Objective</u>	Activities	Due Date	Documentation Needed
1. Continue to partner with the Nevada Department of Health and Human Services to mitigate outbreaks in high-risk facilities by conducting intensive contact tracing for staff of state-licensed facilities in Washoe County. Assessment of healthcare workers utilizing a standardized questionnaire	<ol> <li>Modifications to investigation protocol in state-licensed facilities.</li> <li>Identification of a standardized assessment for healthcare workers.</li> <li>Dissemination of standardized assessment of healthcare workers in Washoe County.</li> </ol>	08/30/20 08/30/20 10/01/20	<ol> <li>Monthly Activity Report</li> <li>Monthly Activity Report</li> <li>Monthly Activity Report</li> </ol>
Goal 15: Implement prevention strategies in high-r	isk settings or within vulnerable populations (including tribal nations) including proactiv	ve monitoring for	asymptomatic case detection
<u>Objective</u>	Activities	Due Date	Documentation Needed
1. Collaborate with the Nevada Department of Health and Human Services on a facilities assessment to identify gaps in infection control and opportunities for prevention to reduce the burden of healthcare associated infections.	<ol> <li>Identify a screening tool or assessment checklist to be utilized by facilities.</li> <li>Utilize NHSN data to monitor testing supplies and in the future treatment supplies if available.</li> <li>In collaboration with healthcare systems, identify metrics required to inform of possible surges in the community.</li> </ol>	08/01/20 07/15/20 08/30/20	<ol> <li>Monthly Activity Report</li> <li>Monthly Activity Report</li> <li>Monthly Activity Report</li> </ol>

### Goal 16: Coordinate and engage with partners

<u>Objective</u>	Activities	<u>Due Date</u>	Documentation Needed
1. Establish and deploy mobile testing in the Reno-Sparks area. Increase testing capacity community-wide through several avenues including Federally Qualified Health Centers, UNR's School of Medicine's Family Medicine Center, and other locations which primarily serve low-income, underinsured populations.	1. Number of mobile testing events	06/01/21	1.Monthly Activity Report

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 Department of Health and Human Services through Grant Number 1 NU50CK000560-01-04 from Centers for Disease Control and Prevention (CDC). Its contents are solely the responsibility of the authors and do not necessarily represent the official views of the Department nor The Centers for Disease Control and Prevention."

Any activities performed under this subaward shall acknowledge the funding was provided through the Department by Grant Number 1 NU50CK000560-01-04 from The Centers for Disease Control and Prevention.

Subrecipient agrees to adhere to the following budget:

#### **BUDGET NARRATIVE-**

Total Personnel Costs		including fringe			Total:	\$1,424,717.00
	Annual Salary	Fringe Rate	<u>% of Time</u>	Months	<u>Annual % of</u> Months worked	Amount Requeste
<u>TBD.</u> Public Health Supervisor	\$85,000	45.830%	100%	22	183.33%	\$227,25
	Annual Salary	Fringe Rate	<u>% of Time</u>	Months	<u>Annual % of</u> Months worked	Amount Requeste
<u>TBD,</u> Epidemiologist	\$75,000	45.83%	100%	19	158.33%	\$173,17
	Annual Salary	Fringe Rate	% of Time	Months	<u>Annual % of</u> Months worked	Amount Requeste
<u>TBD</u> Admin Assistant I	\$60,000	45.83%	100%	24	200.00%	\$174,99
	Annual Salary	Fringe Rate	% of Time	Months	<u>Annual % of</u> Months worked	Amount Requeste
<u>TBD</u> Office Support Spec	\$50,000	45.83%	100%	24	200.00%	\$145,83
				1		Amount Requeste
	Annual Salary	Fringe Rate	<u>% of Time</u>	Months	<u>Annual % of</u> Months worked	Amount Requeste
TBD Grants Coordinator	\$62,000	45.83%	100%	24	200.00%	\$180,829
				T	Annual % of	Amount Requeste
	Annual Salary	Fringe Rate	<u>% of Time</u>	Months	Months worked	
A. Gunawan Statistician	\$69,000	42.86%	47%	20	166.67%	\$77,216
					Annual % of	Amount Requeste
	Annual Salary	Fringe Rate	<u>% of Time</u>	Months	Months worked	<b>.</b>
TBD Registered Nurses-Hourly	\$218,880	1.750%	100%	24	200.00%	\$445,421

Total Fringe Cost	\$ 314,324	Total Salary Cost:	\$ 1,110,393

	NOTICE OF	SUBAWARD			
Travel					Total: \$1,438.00
Out-of-State Travel					
	Cost	# of Trips	# of days	# of Staff	<b>\$0.00</b> Total
<u>Title of Trip &amp; Destination such as CDC Conference:</u> San Diego, CA	0031	<u># 01 111ps</u>	<u># 01 days</u>	<u># 01 Otali</u>	<u>10tai</u>
Airfare: cost per trip (origin & designation) x # of trips x # of staff	\$0	0	0	0	\$0
Baggage fee: \$ amount per person x # of trips x # of staff	\$0	0	0	0	\$0
Per Diem: \$ per day per GSA rate for area x # of trips x # of staff	\$0	0	0	0	\$0
Lodging: \$ per day + \$ tax = total \$ x # of trips x # of nights x # of staff	\$0	0	0	0	\$0
Ground Transportation: \$ per r/trip x # of trips x # of staff	\$0	0	0	0	\$0
Mileage: (\$.575 x 10 miles per r/trip) x 50 trips x 5 staff	\$0	0	0	0	\$0
Parking: \$ per day x # of trips x # of days x # of staff	\$0	0	0	0	\$0
In-State Travel					¢4 428 00
	Cost	<u># of Trips</u>	<u># of days</u>	# of Staff	<b>\$1,438.00</b> <u>Total</u>
Origin & Destination			-		
Airfare: cost per trip (origin & designation) x # of trips x # of staff	\$0	0	0	0	\$0
Baggage fee: \$ amount per person x # of trips x # of staff	\$0	0	0	0	\$0
Per Diem: \$ per day per GSA rate for area x # of trips x # of staff	\$0	0	0	0	\$0
Lodging: \$ per day + \$ tax = total \$ x # of trips x # of nights x # of staff	\$0	0	0	0	\$0
Motor Pool:(\$ car/day + ## miles/day x \$ rate per mile) x # trips x # days	\$0	0	0	0	\$0
Mileage: (\$.575 x 10 miles per r/trip) x 50 trips x 5 staff	\$5.750	50	0	5	\$1,438
Parking: \$ per day x # of trips x # of days x # of staff	\$0	0	0	0	\$0
Operating				Total:	\$430,000.00
Office supplies: Operating supplies		\$30,00 \$400,00			
		φ400,00		Total	
Equipment N/A				Total:	\$0.00
Contractual/Contractual and all Pass-thru Subawards	3			Total:	\$4,504,947
Name of Contractor, Subrecipient: TBD: Call Center Staff- 15 FTE		Total	\$1,208,110		
Period of Performance: July 1, 2020 – June 30, 2022					
Budget Personnel			\$0 \$1,208,110		
travel			\$0		
Total Budget			\$0		
<u>Name of Contractor, Subrecipient:</u> Contact Tracing Staff- 30 FTE		Total	\$2,869,262		
Period of Performance: July 1, 2020 – June 30, 2022					
Budget			\$0		

Personnel			SUBAWARD			
				\$2,896,262		
travel				\$0		
Total Budget				\$0		
Method of Accour	<u>ntability:</u>					
Define - Provide c	copy of invoice with monthly activity rep	oorts				
			1	T		
Name of Contract	or, Subrecipient:		Total	\$74,055		
Data Entry Staff- I	Epi Support 1.5 FTE					
	ance: July 1, 2020 – June 30, 2022					
Budget				\$0		
Personnel				\$74,055		
travel				\$0		
Total Budget	4 - 1 - 124 -			\$0		
Method of Accour	copy of invoice with monthly activity rep	norte				
		ports				
		1			1	
Name of Contract	or, Subrecipient:		Total	\$167,270		
TBD: POST Logis	stics Staff 6 x 15 hrs/wk	<u> </u>				
	ance: July 1, 2020 – June 30, 2022	<u> </u>				
Budget				\$0		
Personnel		+		\$167,270		
travel		+		\$0		
Total Budget				\$0		
Method of Accour						
Define - Provide d	copy of invoice with monthly activity rep	DOFIS				
Name of Contract	en Cubraciniant	1	Tatal	¢400.050		
Name of Contract			Total	\$186,250		
TBD: Project Man	lager ance: July 1, 2020 – June 30, 2022					
Scope of Work:	<u>ance.</u> July 1, 2020 – June 30, 2022					
				¢0		
Budget				\$0		
Personnel				\$186,250		
travel				\$0 \$0		
Total Budget Method of Accourt				<b>\$</b> 0		
	copy of invoice with monthly activity rep	oorte				
Denne - I Tovide C	opy of invoice with monthly activity rep	50113				
Training						
Training					Total:	\$0.00
N/A					Total:	\$0.00
N/A						·
N/A Other	uboprintion for submated	l/kook oole - duitter e		1	Total: Total:	\$0.00 \$1,752,464
N/A <u>Other</u> Annual software s	subscription for automated assessment	t/test scheduling-	¢50.400			·
N/A <u>Other</u> Annual software s 50 licenses @ \$1,	,199 per license	t/test scheduling-	\$59,400			·
N/A Other Annual software s 50 licenses @ \$1, Telephone expension	,199 per license se 50 lines @ \$10/mo x 24 months		\$12,000			·
N/A Other Annual software s 50 licenses @ \$1, Telephone expens Copier Lease/Cop	,199 per license se 50 lines @ \$10/mo x 24 months by exp 2 machines @ \$250/mo x 24 Mo		\$12,000 \$12,000			·
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N/A Other Annual software s 50 licenses @ \$1, Telephone expens Copier Lease/Cop Language line trai Answering Service Contact for POST Contract for POST washing, etc) Contract for COVI Technology enhan tracing	,199 per license se 50 lines @ \$10/mo x 24 months by exp 2 machines @ \$250/mo x 24 Mo nslation \$400/mo x 24 Months e- after hrs call \$61/mo x 24 months operations (Space, staffing, security, e T Operatins (Portable office building, re ID testing of home-bound residents ncements for Epi, Lab, Assesments, te	electricity estrooms, hand esting, contact	\$12,000 \$12,000 \$9,600 \$1,464 \$1,440,000 \$96,000 \$72,000 \$50,000	lirect Rate:	Total:	\$1,752,464

TOTAL BUDGET

\$8,924,923.00

Total:

Applicant Name: Washoe County Health District

Form 2

# PROPOSED BUDGET SUMMARY - SFY20

Α.

#### PATTERN BOXES ARE FORMULA DRIVEN - DO NOT OVERRIDE - SEE INSTRUCTIONS

FUNDING SOURCES	ELC	Other Funding	Other Funding	Other Funding	Other Funding	Other Funding	Other Funding	Program Income	TOTAL
SECURED									
ENTER TOTAL REQUEST	\$8,924,923	\$-	\$-	\$-	\$-	\$-	\$-	\$-	\$8,924,923

#### EXPENSE CATEGORY

Personnel	\$1,424,717					\$1,424,717
Travel	\$1,438					\$1,438
Operating	\$430,000					\$430,000
Equipment	\$0					\$0
Contractual/Consultant	\$4,504,947					\$4,504,947
Training	\$0					\$0
Other Expenses	\$1,752,464					\$1,752,464
Indirect	\$811,357					\$811,357

TOTAL EXI ENSE	ψ0,92 <del>4</del> ,920	φ -	ψ -	Ψ -	ψ -	φ -	Ψ -	ψ -	\$0,924,925
These boxes should equal 0	\$ -	\$-	\$ -	\$-	\$-	\$-	\$-	\$ -	\$-

Total Indirect Cost \$811,357

Total Agency Budget\$ 8,924,923Percent of Subrecipient Budget#DIV/0!

#### B. Explain any items noted as pending:

plan any items noted as penang.				

#### C. Program Income Calculation:

- 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 \$8,924,923;
- · Requests for Reimbursement will be accompanied by supporting documentation, including a line item description of expenses incurred;
- Additional expenditure detail will be provided upon request from the Department.

Additionally, the Subrecipient agrees to provide:

- A complete financial accounting of all expenditures to the Department within 30 days of the <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:

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

#### Both parties agree:

- The Department will make one site visit annually
- The Subrecipient will, in the performance of the Scope of Work specified in this subaward, perform functions and/or activities that could involve confidential information; therefore, the Subrecipient is requested to fill out Section G, which is specific to this subaward, and will be in effect for the term of this subaward.
- All reports of expenditures and requests for reimbursement processed by the Department are SUBJECT TO AUDIT.
- This subaward agreement may be TERMINATED by either party prior to the date set forth on the Notice of Subaward, provided the termination shall not be effective until <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 <u>Monthly</u> basis, 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.

Agency Ref. #: HD 17803

DEPARTMENT OF HEALTH AND HUMAN SERVICES Budget Account:

3219 GL: 8516

Draw #: \_\_\_\_\_

# SECTION D **Request for Reimbursement**

STATE OF NEVADA

**DIVISION OF PUBLIC & BEHAVIORAL HEALTH** 

NOTICE OF SUBAWARD

Program Name: Epidemiology and Laboratory Capc Office of Public Helath Investigation Address: 4126 Technology Way, Suite #200 Carson City, NV 89706-2009 Subaward Period: January 20, 2020 through June 30,	<u>s &amp; Epidemiology (OP</u>	HIE)	Subrecipient Name:         Washoe County Health District (WCHD)         Kevin Dick, District Health Officer         Address:         1001 East Ninth Street         Reno, NV 89502         Subrecipient's:         EIN: 88-600138         Vendor #:T40283400					
		L REPORT AND REC	•					
	Month(s)			Calendar year	_	_		
Approved Budget Category	A Approved Budget	B Total Prior Requests	C Current Request	D Year to Date Total	E Budget Balance	F Percent Expended		
1. Personnel	\$1,424,717.00	\$0.00	\$0.00	\$0.00	\$1,424,717.00	0.0%		
2. Travel	\$1,438.00	\$0.00	\$0.00	\$0.00	\$1,438.00	0.0%		
3. Operating	\$430,000.00	\$0.00	\$0.00	\$0.00	\$430,000.00	0.0%		
4. Equipment	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	-		
5. Contractual/Consultant	\$4,504,947.00	\$0.00	\$0.00	\$0.00	\$4,504,947.00	0.0%		
6. Training	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	-		
7. Other	\$1,752,464.00	\$0.00	\$0.00	\$0.00	\$1,752,464.00	0.0%		
8. Indirect	\$811,357.00	\$0.00	\$0.00	\$0.00	\$811,357.00	0.0%		
Total	\$8,924,923.00	\$0.00	\$0.00	\$0.00	\$8,924,923.00	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 applicant, certify to the best of my knowledge and belief that this report is true, complete and accurate; that the expenditures, disbursements and cash receipts are for the purposes and objectives set forth in the terms and conditions of the grant award; and that the amount of this request is not in excess of current needs or, cumulatively for the grant term, in excess of the total approved grant award. I am aware that any false, fictitious or fraudulent information, or the omission of any material fact, may subject me to criminal, civil or administrative penalties for fraud, false statements, false claims, or otherwise. I verify that the cost allocation and backup documentation attached is correct.								
Authorized Signature		Title EOP Departm	ent USE ONLY		Date			
Is program contact required?		Contact Person:						
Reason for contact:								
Fiscal review/approval date:								
Scope of Work review/approval date	:							
Chief (as required):				Date				
Subaward Packet (BAA) Revised 6/19		Page 1	15 of 21		Agency Ref.#: HD	:17803		

# SECTION E

# Audit Information Request

1.	Non-Federal entities that <b>expend</b> \$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 durir 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

## **Current or Former State Employee Disclaimer**

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

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

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

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

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

Name	Services

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

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

# SECTION G

## **Business Associate Addendum**

## BETWEEN

#### Nevada Department of Health and Human Services

Hereinafter referred to as the "Covered Entity"

and

## **Washoe County Health District**

#### Hereinafter referred to as the "Business Associate"

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

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

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

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

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

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

- 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.
- 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.
   USC stands for the United States Code.
- OBLIGATIONS OF THE BUSINESS ASSOCIATE.

П.

- 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 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 is nown 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.
- 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.

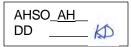
#### VI. MISCELLANEOUS

- 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.

# AGENDA PACKET NO. 6Biv





# Staff Report Board Meeting Date: July 23, 2020

TO:	District Board of Health
FROM:	Kim Graham, Fiscal Compliance Officer 775-328-2418, kgraham@washoecounty.us
SUBJECT:	Approve the Agreement between Washoe County Health District and the Board of Regents of the Nevada System of Higher Education to provide educational experiences for University of Nevada students in a public health agency environment for the period retroactive to July 1, 2020 through June 30, 2021, with automatic renewal for two successive one-year periods for a total of three years on the same terms unless either party gives the other written notice of nonrenewal at least 60 days prior to June 30 of each year.

# **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 up to \$100,000 per contractor; over \$100,000 would require the approval of the Board.

# **District Board of Health strategic priority:**

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

# PREVIOUS ACTION

The Washoe County District Board of Health approved a similar agreement on June 22, 2017.

# BACKGROUND

The agreement provides for utilizing the Washoe County Health District's facilities for student educational experiences. Students are not considered employees of either party under this Agreement.

The University shall select, in consultation with the Health District, learning experiences to which the students will be assigned. Dates and times for the use of the facilities by students will be mutually determined so that students will gain the maximum educational benefit from the Health District's programs. The instruction period for each student is planned on academic semesters or an equivalent time period and will conform to the School calendar as approved by the Board of Regents.



Subject: Approve Agreement with Board of Regents Date: July 23, 2020 Page 2 of 2

University instructors provide the course syllabus, which includes an evaluation form and expectations. Preceptors will be assigned to each student as appropriate and a mutually agreed upon plan for educational experience will be developed.

# FISCAL IMPACT

Should the Board approve this Agreement, there is no additional impact to the adopted FY21 budget as students and faculty will not receive compensation in connection with the Agreements.

# **RECOMMENDATION**

Approve the Agreement between Washoe County Health District and the Board of Regents of the Nevada System of Higher Education to provide educational experiences for University of Nevada students in a public health agency environment for the period retroactive to July 1, 2020 through June 30, 2021, with automatic renewal for two successive one-year periods for a total of three years on the same terms unless either party gives the other written notice of nonrenewal at least 60 days prior to June 30 of each year.

# POSSIBLE MOTION

Should the Board agree with staff's recommendation, a possible motion would be: "Move to approve the Agreement between Washoe County Health District and the Board of Regents of the Nevada System of Higher Education to provide educational experiences for University of Nevada students in a public health agency environment for the period retroactive to July 1, 2020 through June 30, 2021, with automatic renewal for two successive one-year periods for a total of three years on the same terms unless either party gives the other written notice of nonrenewal at least 60 days prior to June 30 of each year."

#### An Agreement Between the Washoe County Health District 1001 East Ninth Street Reno, Nevada 89520

And

#### THE BOARD OF REGENTS OF THE NEVADA SYSTEM OF HIGHER EDUCATION On behalf of the UNIVERSITY OF NEVADA, RENO Reno, Nevada 89557

THIS AGREEMENT ("Agreement") is made and entered into by and between the Washoe County Health District "(DISTRICT") and the Board of Regents of the Nevada System of Higher Education on behalf of the University of Nevada, Reno ("UNIVERSITY").

WHEREAS, the UNIVERSITY desires to have access to community and clinical public health opportunities for all colleges or programs of the UNIVERSITY and all divisions of the DISTRICT during the UNIVERSITY students' intern, service learning or preceptorship experiences; and

WHEREAS, the DISTRICT conducts several community and clinical public health programs which would be enhanced by the services of public health students; and

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

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

<u>AGREEMENT TERM.</u> This Agreement shall be effective July 1, 2020 through June 30, 2021, 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 either party to terminate the Agreement as provided below.

<u>TERMINATION.</u> This Agreement may be terminated by either party prior to the date set forth in paragraph (1), provided that a termination shall not be effective until 30 days after a party has served written notice upon the other party. This 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 County, State and/or Federal funding ability to satisfy this Agreement is withdrawn, limited, or impaired. This Agreement may also be renegotiated in the event of a reduction in the anticipated County, State, or Federal funding revenue required to satisfy this Agreement.

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

G:/ManagemenUContract#2010 Page 1 of 9 <u>INCORPORATED DOCUMENTS.</u> The parties agree that the services to be performed shall be specifically described; this Agreement incorporates the following attachments:

ATTACHMENT A: SCOPE OF EDUCATIONAL EXPERIENCE (See Attachment A) ATTACHMENT B: WASHOE COUNTY DISTRICT HEALTH DEPARTMENT VACCINE AND TB SCREENING REQUIREMENTS (See Attachment B)

## ATTACHMENT C: STUDENT INTERNSHIP ACKNOWLEDGEMENT

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

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

## INDEMNIFICATION.

a. To the extent limited in accordance with NRS 41.0305 to NRS 41.039, the Board of Regents of the Nevada System of Higher Education on behalf of the University of Nevada, Reno shall indemnify, defend and hold harmless the DISTRICT from and against any and all liabilities, claims, losses, lawsuits, judgments, and/or expenses, including attorney fees, arising either directly or indirectly from any act or failure to act by the Board of Regents of the Nevada System of Higher Education on behalf of the University of Nevada, Reno or any of its officers or employees, which may occur during or which may arise out of the performance of this Agreement. The Board of Regents of the Nevada System of Higher Education on behalf of the University of Nevada, Reno will assert the defense of sovereign immunity as appropriate in all cases, including malpractice and indemnity actions. The Board of Regents of the Nevada System of Higher Education on behalf of the University of Nevada, Reno's indemnity obligation for actions sounding tort is limited in accordance with the provisions of NRS 41.035.

b. To the extent limited in accordance with NRS 41.0305 to NRS 41.039, the DISTRICT shall indemnify, defend and hold harmless NSHE from and against any and all liabilities, claims, losses, lawsuits, judgments, and/or expenses, including attorney fees, arising either directly or indirectly from any act or failure to act by the DISTRICT or any of its officers or employees, which may occur during or which may arise out of the performance of this Agreement. The DISTRICT will assert the defense of sovereign immunity as appropriate in all cases, including malpractice and indemnity actions. The DISTRICT's indemnity obligation for actions sounding tort is limited in accordance with the provisions of NRS 41.035.

<u>FORCE MAJEURE</u>. Neither party shall be deemed to be in violation of this Agreement if it is prevented from performing any of its obligations hereunder due to strikes, failure of public transportation, civil or military authority, governmental restrictions, governmental regulations, governmental controls, act of public enemy, pandemics, epidemics or other outbreaks of diseases or other infections accidents, fires, explosions, or acts of God, including, without limitation, earthquakes, floods, winds, or storms. In such an event the intervening cause must not be through the fault of the party asserting such an excuse, and the excused party

is obligated to promptly perform in accordance with the terms of the Agreement after the intervening cause ceases.

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

<u>FERPA</u>. DISTRICT understands and agrees that all student education records regarding the UNIVERSITY'S students belong to UNIVERSITY, including those created by the DISTRICT, that the confidentiality of all such records are protected by the Federal Family Education and Privacy Rights Act (FERPA), 20 U.S.C. § 1232(9) and as applicable, that the DISTRICT will abide by all of FERPA's provisions, including not releasing any such records.

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

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

<u>ASSIGNMENT</u>. Neither party shall assign, transfer or delegate any rights, obligations or duties under this Agreement without the prior written consent of the other party.

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

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

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

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

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

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

APPROVED BY DISTRICT BOARD OF HEALTH

	On	Chair
Washoe County District Board of Health	Date	Title
ATTEST:		
THE BOARD OF REGENTS OF THE NEVADA SYSTEM OF	HIGHER EDU	CATION ON
BEHALF OF THE UNIVERSITY OF NEVADA, RENO	On 6/1	6/2020
David K. Shintani	Date	
Vice Provost Undergraduate Education		

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#### ATTACHMENT A SCOPE OF EDUCATIONAL EXPERIENCE UNIVERSITY OF NEVADA, RENO COLLEGES, PROGRAMS AND DIVISIONS

## **Responsibilities of the Parties**

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

# **Responsibilities of the UNIVERSITY**

- 1. UNIVERSITY shall maintain oversight of students participating in educational opportunities through DISTRICT programs.
- 2. UNIVERSITY shall inform the students that they must carry and have evidence of adequate group medical insurance prior to the participation in any educational experience at the DISTRICT.
- 3. UNIVERSITY shall inform the students and faculty that vaccine and TB screening are required for all students and faculty prior to the beginning of an educational experience on site at the DISTRICT based on individual student activities/placement. The requirements for each student placement are contained in Attachment B: WASHOE COUNTY HEALTH DISTRICT VACCINE AND TB SCREENING REQUIREMENTS FOR STUDENTS /INTERNS/RESIDENTS.
- UNIVERSITY shall comply with all applicable laws, ordinances and regulations of governmental entities having jurisdiction over matters which are the subject of this Agreement.
- 5. UNIVERSITY shall inform the students and participating faculty that DISTRICT requires background checks for students and instructional personnel participating in the activities covered by this Agreement. The UNIVERSITY shall inform the student that the student shall pay any cost associated with the background investigation and shall inform the student of his or her responsibility to provide to DISTRICT the results of the required background checks. The results of these background checks may result in removal of a participant from the program, at DISTRICT'S discretion, or termination of this Agreement.
- 6. UNIVERSITY shall immediately upon notice remove any student from DISTRICT program under this Agreement whom DISTRICT determines, in its reasonable discretion, imposes an unreasonable risk of harm to DISTRICT personnel, clients, property or to him/herself, who violates DISTRICT policies, regulations or procedures despite warning, or fails to meet the requirements of the Student Intern Acknowledgement as contained in Exhibit C.

# **Responsibilities of the DISTRICT**

- DISTRICT shall have sole responsibility for establishing the policies, regulations and procedures applicable to its operations and activities. It shall notify UNIVERSITY of all policies, regulations and procedures that it expects UNIVERSITY's personnel and students to adhere to while on DISTRICT premises or conducting activities in DISTRICT facilities. DISTRICT may notify UNIVERSITY personnel and students directly without prior notice to UNIVERSITY of policies, regulations and procedures if circumstances prohibit such prior notice.
- 2. DISTRICT shall maintain its facilities that are open to UNIVERSITY personnel and students in compliance with applicable local, state and federal laws and regulations and accreditation requirements, if any.
- 3. DISTRICT will provide physical facilities as necessary to the administration of this Agreement and to the conduct of the learning experiences conducted under the auspices of this Agreement, within the limits of the DISTRICT.
- 4. DISTRICT administration and personnel recognize their responsibility to maintain a learning environment of high quality in which sound educational experiences can occur.
- 5. DISTRICT will provide learning opportunities for students within the limits of DISTRICT. The emphasis shall be on education rather than services without disruption of usual DISTRICT activities.
- 6. DISTRICT shall appoint a liaison officer and notify UNIVERSITY of same. Such officer shall be the principal contact between DISTRICT and UNIVERSITY for purposes of administration of this Agreement.
- 7. DISTRICT may refuse entry or remove any student who it determines, in its reasonable discretion, has not met the requirements of the Student Intern Acknowledgement as contained in Exhibit C or to whom the DISTRICT has not, in its reasonable discretion, received adequate assurances that the requirements of Exhibit C have been met.
- 8. DISTRICT may remove and restrict from entry upon its premises UNIVERSITY personnel or students who it determines, in its reasonable discretion, impose an unreasonable risk of harm to DISTRICT personnel, clients, property of him/herself, or who violates DISTRICT policies, regulations or procedures despite warning. DISTRICT shall exercise reasonable efforts under the circumstances to notify UNIVERSITY of its intent to remove or restrict prior to taking action and shall notify UNIVERSITY as soon thereafter as is reasonable.
- 9. DISTRICT personnel shall not be obligated to participate in the learning experiences of students referred to DISTRICT hereunder except to the extent agreed between UNIVERSITY and DISTRICT. To the extent DISTRICT personnel are engaged in the supervision of student learning experiences they shall adhere to the learning experience requirements established under the authority of this Agreement and shall make such reports and provide such information specified therein.

## Scheduling and Tracking Student Placements

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

<u>Types of DISTRICT student placements, include but are not limited to:</u> Individual Undergraduate Students Individual Graduate (Masters and PhD) Students RN to BSN Students Accelerated Second Degree BSN Students

The UNIVERSITY agrees to prepare specific student schedules and other plans for instruction practice with the primary view of obtaining maximum educational benefit from the DISTRICT's programs. The instruction period for each student is planned on academic semesters or an equivalent time period and will conform to the UNIVERSITY'S academic calendar.

## **Communication between UNIVERSITY and DISTRICT Program Staff**

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

The UNIVERSITY and the DISTRICT have appointed the following principal contacts for all communications in connection with this Agreement and Exhibits:

#### Contact for the District

Lisa Lottritz RN, MPH Division Director Community and Clinical Health Services 1001 East Ninth Street Reno, NV 89512 775-328-6159 Email: Ilottritz@washoecounty .us <u>Contact for</u> University David K. Shintani Vice Provost, Undergraduate Education University of Nevada, Reno 1664 N. Virginia Street Clark Admin 110 Reno, Nevada 89557 Telephone No.: 775-784-1740 Email: shintani@unr.edu

G:/Management/Contracts /2010

# ATTACHMENT B

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

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

\* Requirements are based on student activities and location.

#### Attachment C

## University of Nevada, Reno

### WASHOE COUNTY HEALTH DISTRICT INTERNSHIP ACKNOWLEDGEMENT

I do attest that I have read and understood the terms of the Agreement between the Board of Regents of the Nevada System of Higher Education on behalf of the University of Nevada, Reno (UNIVERSITY) and the Washoe County Health District (DISTRICT). The terms of my internship as agreed upon for my class at the UNIVERSITY include the following:

- 1. Students shall carry and have evidence of adequate group medical insurance prior to participation in any educational experiences at the DISTRICT.
- 2. Students will meet all vaccine and TB screening requirements prior to beginning an educational experience onsite at the DISTRICT.
- Students will have obtained a background check prior to the participation in any educational experience at the DISTRICT. Students are responsible for any costs associated with the background check. Student shall have the results of the background check released to DISTRICT. The results of the background check may result in the removal of a student at DISTRICT's discretion.
- 4. Students are responsible for adhering to the policies and procedures of the DISTRICT including, but not limited to, internet use, photography waivers, and confidentiality of personal health records and/or research.

All of the terms of the internship will be followed. Proof of verification of all necessary requirements listed above for insurance, health tests and immunizations will be submitted by the student to the UNIVERSITY prior to the start of the internship experience.

By signing below, the student attests that the student has completed the requirements listed above and submitted the background documentation to DISTRICT. A copy of this signed form is to be provided by the student to the DISTRICT and the UNIVERSITY.

Student Signature

Date

Print Student Name

# AGENDA PACKET NO. 6C



AHSO <u>AH</u>	10
DHO	KD

# Staff Report Board Meeting Date: July 23, 2020

TO: District Board of Health

- **FROM:** Nancy Kerns Cummins, Fiscal Compliance Officer, Washoe County Health District 775-328-2419, nkcummins@washoecounty.us
- **SUBJECT:** Accept a donation of 30,000 KN95 masks from ZLINE Kitchen and Bath with an estimated value of \$150,000.00.

# **SUMMARY**

The Washoe County District Board of Health must accept donations made to the Health District.

# 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**

No previous action.

# BACKGROUND

Washoe County Health District received an incredibly generous donation of 30,000 KN95 masks from ZLINE Kitchen and Bath, a family-owned company with offices in Reno. Masks will be distributed to Health District staff during the coming year.

### FISCAL IMPACT

There is no fiscal impact.

### **RECOMMENDATION**

Staff recommends the District Board of Health accept a donation of 30,000 KN95 masks from ZLINE Kitchen and Bath with an estimated value of \$150,000.00.

# **POSSIBLE MOTION**

Should the Board agree with staff's recommendation, a possible motion would be: "Move to accept a donation of 30,000 KN95 masks from ZLINE Kitchen and Bath with an estimated value of \$150,000.00."



# AGENDA PACKET NO. 6D

WASHOE COUNTY HEALTH DISTRICT
ENHANCING QUALITY OF LIFE

DD_FV_	0.000
DHO	-KD

# Staff Report Board Meeting Date: July 23, 2020

**TO:** District Board of Health

**FROM:** Francisco Vega, Director, Air Quality Management Division 775-784-7211, <u>fvega@washoecounty.us</u>

**SUBJECT:** Recommendation for the Board to uphold an uncontested citation issued to A Plus Collision Center, Inc. Case No. 1222, Notice of Violation Citation No. 5781 with a \$3,680.00 settled fine.

# **SUMMARY**

The Washoe County Air Quality Management Division (AQMD) staff recommends Notice of Violation Citation (NOV) No. 5781 be **upheld** and a fine in the amount of **\$3,680.00** be levied against A Plus Collision Center for operating a surface coating facility contrary to Permit to Operate conditions. This is a **major violation** of the Washoe County District Board of Health Regulations Governing Air Quality Management (DBOH Regulations). The specific regulation citation is Section 030.2175 Operations Contrary to Permit.

# 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 December 11, 2019 Air Quality Specialist (AQS) Jeff Jeppson was dispatched to A Plus Collision Center located at 1100 Gentry Way, Reno, in response to a complaint from the mobile home park adjacent to A Plus Collision Center. The complainant implied one of the residents of the mobile home park had had to visit the hospital due to paint fumes emitted from A Plus Collision Center.

AQS Jeppson responded and met with Mr. Diego Gonzalez, one of the business owners of A Plus Collision Center. Specialist Jeppson advised Mr. Gonzalez a complaint had been filed regarding paint fumes; therefore, it would be necessary for the Air Quality Management Division (AQMD) to inspect the surface coating booth. Mr. Gonzalez confirmed A Plus Collision had been painting in the booth on the date in question. Upon entering the booth, Specialist Jeppson observed a vehicle being prepped for painting and that a filter was missing in one of the exhaust filter banks of the booth. Specialist Jeppson further noted a gap in the booth filters in a separate bank of exhaust filters.

Based upon these observations, Specialist Jeppson advised Mr. Gonzalez that A Plus Collision Center was operating in violation of Condition No. 3 of Permit to Operate (PTO) AAIR16-0047,



Subject: DBOH/A Plus Collision Center/Case 1222 Date: July 23, 2020 Page **2** of **3** 

which stipulates: Exhaust filters must be installed and must cover all openings at all times whether the booth is in use or not. Specialist Jeppson issued NOV No. 5781 for violation of DBHO Regulations 030.2175 Operations Contrary to Permit to Operate Conditions. Due to replacement filters being available at A Plus Collision the issues were corrected while Specialist Jeppson was onsite.

Following the investigation, AQS Jeppson called and updated the complainant on the response and actions taken by the AQMD, advising the booth was missing an exhaust filter. Specialist Jeppson further advised the purpose of the exhaust filter was to remove paint particles from the exhaust stream; however, that this would have little to no impact on the paint fumes and odors.

On December 26, 2019, a compliance and enforcement meeting was conducted by Senior AQS Joshua Restori and attended by AQS Jeppson and Mr. Mario Doratt, business partner at A Plus Collision Center. During this meeting, the compliance issues noted during the December 11, 2019 investigation were discussed, ultimately concluding that the booth required maintenance and analysis to determine the cause of air flow issues. Staff was advised the exhaust filter had been removed to provide additional air flow inside the booth to assist with the removal of overspray during surface coating operations. At the conclusion of the compliance meeting, a corrective action letter was issued to A Plus Collision Center requiring the booth be evaluated by a third-party contractor specific to performance issues. It was further agreed upon that when the corrective actions noted were resolved, the AQMD would schedule an additional enforcement meeting to settle NOV No. 5781.

On June 25, 2020, Senior AQS Restori conducted a settlement meeting via conference call for NOV No. 5781 attended by Director Francisco Vega and Mr. Doratt. Documentation of the violation was forwarded to Mr. Doratt via email prior to the meeting. Senior AQS Restori advised Mr. Doratt that NOV No. 5781 was issued per Section 030.2175 for operating a surface coating facility contrary to Permit to Operate conditions specifically Condition No. 3 of PTO AAIR16-0047. After discussion of the process to develop an administrative violation Mr. Doratt acknowledged the violation had occurred; and agreed to the terms of the settlement. A Memorandum of Understanding was signed by all parties on June 25, 2020.

# 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 A Plus Collision Center, Case No. 1222, Notice of Violation Citation No. 5781, with a \$3,680.00 settled fine.

# ALTERNATIVE

Should the Board wish to consider an alternative to upholding the Staff recommendation, as presented, the item should be pulled from the Consent Agenda for discussion. Possible alternatives are:

1. The Board may determine no violation of the regulations has occurred and dismiss Notice of Violation Citation No. 5781; or

Subject: DBOH/A Plus Collision Center/Case 1222 Date: July 23, 2020 Page **3** of **3** 

2. The Board may determine to uphold Notice of Violation Citation No. 5781 and levy any fine in the range of \$0.00 to \$10,000.00 per day per violation.

# **POSSIBLE MOTION(s)**

Should the Board agree with Staff's recommendation, the motion would be:

1. "Move to uphold an uncontested citation issued to A Plus Collision Center, Case No. 1222, Notice of Violation Citation No. 5781 with a \$3,680.00 settled 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:

- 1. "Move to dismiss Case No. 1222, Notice of Violation Citation No. 5781, issued to A Plus Collision Center", or
- 2. "Move to uphold case No. 1222, Notice of Violation Citation No. 5781, and levy a fine in the amount of (*range of \$0.00 to \$10,000.00*) per day for each violation, with the matter being continued to the next meeting to allow for A Plus Collision Center to be properly noticed."

H-AIR-09 (Rev. 04/12)

WASHOE COUNTY HEALTH DISTRICT AIR QUALITY MANAGEMENT DIVISION 1001 EAST NINTH ST. • SUITE B171 • RENO NV 89512 (775) 784-7200

NOTICE OF VIOLATION



NOV 5781	DATE ISSUED: 12/11/19
ISSUED TO: A Plus Collision Cent	PHONE #: 775-827-1003
MAILING ADDRESS: 1100 Gentry Way	CITY/ST: <u>Reno / NV</u> ZIP: <u>895 02</u>
NAME/OPERATOR: Diego Gonzalez	PHONE #: 775- 354-8646
COMPLAINT NO. WCMP19-01772	Permit No. AAIR16-0047
YOU ARE IN VIOLATION OF THE FOLLOWING SI OF HEALTH REGULATIONS GOVERNING AIR QU	
	□ MAJOR VIOLATION OF SECTION:
	030.000 OPERATING W/O PERMIT
040.055 ODOR/NUISANCE	030.2175 VIOLATION OF PERMIT CONDITION
O40.200 DIESEL IDLING	030.105 ASBESTOS/NESHAP
VIOLATION DESCRIPTION: Permit conditi	on 3: Exhaust filters must be installed.
and must cover all openings a	t all times whether the booth is in
	not installed in all openings
LOCATION OF VIOLATION: 1100 Gentry L	101
POINT OF OBSERVATION: 1100 Gentry h	
Weather: <u>N/A</u>	Wind Direction From: N E S W
Emissions Observed:	
(If Visual Emissions Performed -	See attached Plume Evaluation Record)
WARNING ONLY: Effective a.m./p.m a.m./p.m violation within hours/days.	(date) you are hereby ordered to abate the above hereby acknowledge receipt of this warning on the date indicated.
	Signature
of this Notice of Violation, you may submit a written petition to Division, P.O. Box 11130, Reno, Nevada 89520-0027. Failu sion of this Notice of Violation to the District Board of Health	(date) you are in violation of the section(s) cited above. You are hours/days. You may contact the Air Quality Management Division 84-7200. You are further advised that within 10 working days of the date or appeal to the Washoe County Health District, Air Quality Management re to submit a petition within the specified time will result in the submis- with a recommendation for the assessment of an administrative fine. S NOT AN ADMISSION OF GUILT
Signature:	Date: 12-11-19
Issued by: B PETITION FOR APPEAL FORM PROVIDED	Jeppson Title: AQS

# MEMORANDUM OF UNDERSTANDING

# WASHOE COUNTY HEALTH DISTRICT AIR QUALITY MANAGEMENT DIVISION

Date: June 25, 2020

WASHOE COUNTY HEALTH DISTRICT ENHANCING QUALITY OF LIFE

Company Name:

Address: 1100 Gentry Way Reno, Nevada 89502

A Plus Collision Center

Notice of Violation # 5781

Case # 1222

The staff of the Air Quality Management Division of the Washoe County Health District issued the above referenced citation for the violation of Regulation:

030.2175 Operations Contrary to Permit to Operate Conditions: Condition No. 3 of Permit

to Operate AAIR16-0047 (Exp. 05/31/2019)

A settlement of this matter has been negotiated between the undersigned parties resulting in a penalty amount of \$ <u>3,680.00</u>. This settlement will be submitted to the District Board of Health for review at the regularly scheduled meeting on July 23, 2020

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

MARIO lon pff

Print Name

Awden

Title

Witness

Signature of District Representative

Print Name

secialist

Title

Witness

AIR QUALITY MANAGEMENT 1001 East Ninth Street 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.



# Washoe County Air Quality Management Permitting & Enforcement Branch **Recommended Penalty Calculation Worksheet**

Company Name	A Plus Collision Center				
Contact Name	Mario Doratt				
Case Number	1222			_	
I. Violation of Section	030.2175 Operations Contrar	y to Permit to Opera	te Cond	itions	
		y to remit to opera			
I. Recommended Pe	nalty	-	\$	3680.00	
II. Violation of Section	0				
II. Recommended Pe		=	\$	0.00	
III. Violation of Section	0				
III. Recommended Pe	nalty	=	\$	0.00	
IV. Violation of Section	0				
IV. Recommended Pe	nalty	-	\$	0.00	
V. Violation of Section	0				
V. Recommended Pe	nalty	=	\$	0.00	
Total Recomm	ended Penalty	=	\$	3,680.00	
$\bigcap$ $i$					

Senior AQ Specialist/Supervisor

AQ Director

6-27-2020 Date 6-29.2020 Date

# Washoe County Air Quality Management Permitting & Enforcement Branch Recommended Penalty Calculation Worksheet

Com	pany Name	A Plus Collision Cer	nter			
Cont	act Name	Mario Doratt				
Case	Case Number 1222					
Viola	tion Number	WVIO-AQM19-001	4			
Viola	tion of Section	030.2175 Operatio	ns Contrary to Permit	to Operat	e Condit	tions
Perm	nit Condition	Condition No. 3 pe	r AAIR16-0047 (Expirat	tion 05/3	1/2019)	
I.	Base Penalty as spec	ified in the Penalty	Table	=	\$	2,500.00
Ш.	Severity of Violation	I				
	A. Public Health Imp	pact				
	1. Toxicity of Release	e (For Emissions Exceed	ances)			
	Unable to Quantify - 1	Criteria Polluta	ant - 1x Hazardous A	Air Pollutar	nt - 2x	
			Ad	justment F	actor	2
<b>Comment:</b> Exhaust filters are a requirement of NESHAP to control target HAP's.						
	2. Environmental/Pu	blic Health Risk (Proxin	nity to sensitive environ	ment or gr	oup)	
	Negligible – 1x Moderate	e – 1.5x Significant – 2x	Ad	justment F	actor	1
	Comment: No sensit	ive groups in the proxir	mity of the facility.			
		Total Adjustment F	actors (1 x 2) =		2	
	B. Adjusted Base Pe	nalty				
	Base Penalty \$	2,500.00	x Adjustment Facto	or2		= \$ <mark>5,000.00</mark>
	C. Number of Days/	Weeks/Months or U	nits in Violation			
	Adjusted Penalty \$	5,000.00 x Nun	nber of Days/Weeks/M	101 1		\$ 5,000.00
	Comment: Observed	during one visit to the	facility.			
	D. Economic Benefit					
	Avoided Costs \$	0.00 +	Delayed Costs	\$ 0.0	00 =	= \$ 0.00
		mic benefit could be d				-
Pena	alty Subtotal					
	sted Base Penalty \$	5,000.00	+ Economic Benefit \$	0.0	00 =	\$ <mark>5,000.00</mark>

# Washoe County Air Quality Management Permitting & Enforcement Branch Recommended Penalty Calculation Worksheet

III.	Penalty Adju	istment Cons	ideratio	on				
	A. Mitiga	ting Factors	0 +/- 259	%)			-10%	
	Cooperation and aggreed to settle.							
	B. Compli	ance History						
							0%	
	Similar Viol	ation < 3 years	(200%)				+	0%
		ation > 3 years					+	0%
	Previous Ur	related Violat	ons < 5v	/ears			() <u>k</u>	
	ſ	5% ×	-	-	ious violation	S	+	0%
		No prior violati					-	
	Total Pena	alty Adjustme	ent Fact	ors – Sum o	If A & B			-10%
IV.	Recommend	ed Penalty						
	Penalty Adju	stment:						
	\$	5,000.00	х	-10	%		= \$	-500.00
	Penalty Subt	otal		Total Adju	ustment Fac	tors	Tot	al Adjustment
	(From Sectio	n II)		(From Sec	ction III)			Value
		edit for Envir			-	g		\$ 825.00
	-	nvoice for boo	th clean	ing and maii	ntenance.		_	
	Adjusted Per	Idily:						
	\$ 5,0	00.00	_+/-	\$-1,	,325.00	=	\$	3,680.00
	Penalty Subt		Tota	l Adjustme	nt Value		Recomme	ended Penalty
	(From Sectio	n II)	(Fror	n Section II	l + Credit)			
C	1CKa	0				6-1	29-20	20
Senio	r AQ Specialist/	Supervisor			Da	te		
	AME	76-	-			1-29	?9-20 7-2020	
AQ D	irector				Da			

# **Administrative Penalty Table**

# Air Quality Management Division Washoe County Health District

# I. Minor Violations - Section 020.040(C)

Regulation		1st Violation	2nd Violation
040.005	Visible Emissions	1000	2500
040.030	Dust Control (fugitive)	1000	2000
040.035	Open Fires	500	1000
040.040	Fire Training	500	1000
040.050	Incinerator	1000	2000
040.051	Woodstoves	500	1000
040.055	Odors	1000	2000
040.080	Gasoline Transfer (maintenance)	1000	2000
040.200	Diesel Idling	500	1000
050.001	Emergency Episode	1000	2000

040.030	Construction Without a Dust Control Permit	
	Project Size – Less than 10 acres	\$ 500 + \$50 per acre
	Project Size – 10 acres or more	\$1,000 + \$50 per acre

# II. Major Violations - Section 020.040

		Source Category			
Regulation	Violation	Minimum	Maximum		
030.000	Construction/Operating without Permit (per major process system or unit/day)	5000	10000		
030.1402	Failure to Comply with Stop Work Order	10,000/day	10,000/day		
030.2175	Operation Contrary to Permit Conditions (per day or event)	2500	10000		
030.235	Failure to Conduct Source Test or Report (per Reporting Period for Each Unit)	2500	5000		
	All other Major Violations (per day or event)	5000	10000		

# III. Major Violations - Section 030.107 Asbestos

A.	Asbestos Sampling & Notification	\$ 2,000 - \$10,000
В.	Asbestos Control Work Practices (per day or event)	\$ 2,000 - \$10,000
C.	Asbestos Containment & Abatement (per day or event)	\$ 5,000 - \$10,000

# AGENDA PACKET NO. 6E



DD_	<u>NA</u>	440
DHO		KD

# Staff Report Board Meeting Date: July 23, 2020

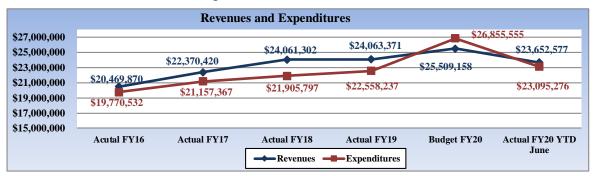
TO: District Board of Health

**FROM:** Anna Heenan, Administrative Health Services Officer 328-2417, <u>aheenan@washoecounty.us</u>

SUBJECT: Acknowledge receipt of the Health Fund Financial Review for June, Fiscal Year 2020

# **SUMMARY**

June fiscal year 2020 (FY20) ended the month with a cash balance of \$7,658,985; \$428,671 or 5.9% greater than FY19 and up \$581,777 or 8.2% over last month. Total revenues of \$23,652,577 were 92.7% of budget and a decrease of \$410,794 or 1.7% over FY19, with the largest declines in food service permits of \$88,079; special events permit down \$79,080; septic system permits down \$66,761; and, miscellaneous revenue down \$108,426 for the payment from closing a bank account in FY19. The expenditures totaled \$23,095,276 or 86.0% of budget and up \$537,039 or 2.4% compared to FY19 with the single largest increase of \$265,547 in accrued vacation and sick leave benefits paid to retirees.



# District Health Strategic Priority supported by this item:

**6. Financial Stability:** Enable the Health District to make long-term commitments in areas that will positively impact the community's health by growing reliable sources of income.

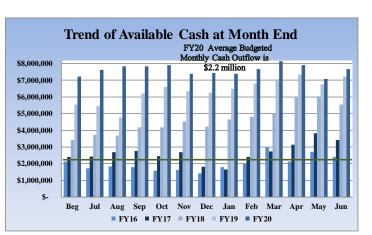
# **PREVIOUS ACTION**

Fiscal Year 2020 Budget was adopted May 21, 2019.

# **BACKGROUND**

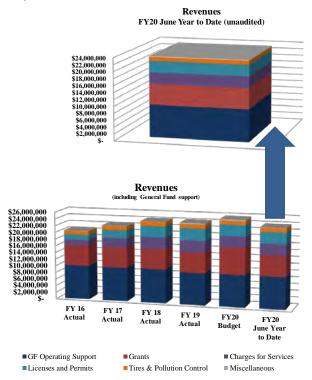
# **Review of Cash**

The available cash at the end of June, FY20, was \$7,658,985 which is enough to cover approximately 3.4 months of expenditures. The cash balance is \$428,671 greater than FY19. The encumbrances and other liability portion of the cash balance totals \$1.1 million; the cash restricted as to use is approximately \$1.2 million (e.g. DMV pollution control revenue, Solid Waste Management Tire revenue, Accela Regional Permitting Technology Fees and the Hazardous Materials 1995 litigation revenue); leaving a balance of approximately \$5.3 million.



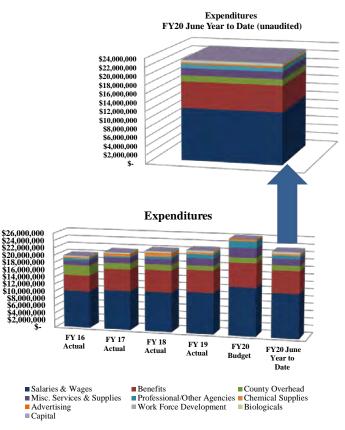


#### Review of Revenues (including transfers from General Fund) and Expenditures by category



The total year to date expenditures of \$23,095,276 increased by \$537,039 or 2.4% compared to FY19. Salaries and benefits expenditures for the fiscal year were \$18,127,803 up \$839,363 or 4.9% over the prior year and 92.0% of budget. The total services and supplies of \$4,805,552 down \$376,078 or 7.3% compared to FY19 and 69.1% of budget. The major expenditures included in the services and supplies were; the professional services, which totaled \$861,972 down \$165,636 over FY19: supplies of \$296,585 chemical down \$96,117; the biologicals of \$358,430 down \$33,430; and, County overhead charges of \$1,400,792 up \$182,712. There has been \$161,920 in capital expenditures up \$73,754 compared to FY19.

The total revenues year to date were \$23,652,577 down \$410,794 or 1.7% compared to June FY19. The revenue category up over FY19 was Federal and State grants of \$6,100,694 up \$118,314. The revenue categories down compared to FY19 include; charges for services of \$3,330,295 down \$87,396; licenses and permits of \$3,353,662 down \$250,152; and tire and pollution control funding of \$1,157,496 down \$15,119; and. miscellaneous revenues of \$193,574 down \$176,442. The County General Fund support of \$9,516,856 is level at the FY19 funding.



Date: DBOH meeting July 23, 2020 Subject: Fiscal Year 2020, June Financial Review Page 3 of 5

# **Review of Revenues and Expenditures by Division**

**ODHO** has spent \$1,167,139 down \$169,355 or 12.7% over FY19 due to salary savings from the vacant Director of Programs and Projects position and savings from a one-time purchase in FY19 for facilities and security upgrades.

AHS has spent \$1,132,101 up \$72,432 or 6.8% compared to FY19 mainly due to facility safety upgrades.

AQM revenues were \$3,493,840 up \$50,570 or 1.5%. The Division spent \$2,951,600 up \$15,757 or 0.5%.

**CCHS** revenues were \$3,637,219 down \$467,655 or 11.4% over FY19 mainly due to the delay in receiving grant reimbursements. The division spent \$7,526,332 down \$174,108 or 2.3% less than FY19 mainly due to a decrease in community support (Immunize Nevada, Nevada Cancer Coalition, and Truckee Meadows Parks Foundation) in FY20 compared to FY19.

**EHS** revenues were \$4,281,649 down \$590,142 or 12.1% over FY19. The decline is mainly due to a decline in licenses and permits of \$266,633 and the one-time funding in FY19 of \$108,426 for the payment from closing a bank account previously set up for hazardous waste mitigation issues. Total expenditures were \$5,734,519 down \$935,250 or 14.0% mainly due to the deployment of staff to the COVID-19 response. Expenditures for the response are reflected in EPHP.

**EPHP** revenues were \$2,723,012 up \$596,432 or 28.0% due to the COVID-19 grant funding. The division spent \$4,583,586 up \$1,727,562 or 60.5% over FY19 due to increased expenditures from the deployment of staff to EPHP for the COVID-19 response.

			Washoe (	Coun	ity Health Di	istrict			
			Summary of R		•				
	Fisca						19/2020 (FY20)		
	A	ctual Fiscal Ye	ar	FY	2018/2019		Fiscal Year 2	019/2020	
					June	Adjusted	Unaudited June	Percent of	FY20 Increase
	2015/2016	2016/2017	2017/2018	Ye	ear to Date	Budget	Year to Date	Budget	over FY19
Revenues (all sources of fu	<u>mds)</u>								
ODHO	15,000	51,228	3,365		-	-	-	-	-
AHS	-	-	-		-	-	-	-	-
AQM	2,520,452	2,979,720	3,543,340		3,443,270	3,581,031	3,493,840	97.6%	1.5%
CCHS	3,506,968	3,872,898	4,179,750		4,104,874	4,869,064	3,637,219	74.7%	-11.4%
EHS	2,209,259	3,436,951	4,428,294		4,871,791	4,379,323	4,281,649	97.8%	-12.1%
EPHP	2,141,334	2,027,242	1,854,862		2,126,580	3,162,884	2,723,012	86.1%	28.0%
GF support	10,076,856	10,002,381	10,051,691		9,516,856	9,516,856	9,516,856	100.0%	0.0%
Total Revenues	\$20,469,870	\$22,370,420	\$24,061,302	\$	24,063,371	\$25,509,158	\$ 23,652,577	92.7%	-1.7%
Expenditures (all uses of	funds)								
ODHO	594,672	904,268	826,325		1,336,494	1,555,329	1,167,139	75.0%	-12.7%
AHS	996,021	1,119,366	1,016,660		1,059,669	1,312,474	1,132,101	86.3%	6.8%
AQM	2,670,636	2,856,957	2,936,261		2,935,843	3,842,317	2,951,600	76.8%	0.5%
CCHS	6,880,583	7,294,144	7,538,728		7,700,440	8,928,920	7,526,332	84.3%	-2.3%
EHS	5,939,960	6,366,220	7,030,470		6,669,768	7,148,095	5,734,519	80.2%	-14.0%
EPHP	2,688,659	2,616,411	2,557,352		2,856,024	4,068,421	4,583,586	112.7%	60.5%
Total Expenditures	\$19,770,532	\$21,157,367	\$21,905,797	\$	22,558,237	\$26,855,555	\$ 23,095,276	86.0%	2.4%
Revenues (sources of fund	s) less Expendit	ures (uses of fund							
ODHO	(579,672)	(853,040)	(822,960)		(1,336,494)	(1,555,329)	(1,167,139)		
AHS	(996,021)	(1,119,366)	(1,016,660)		(1,059,669)	(1,312,474)	(1,132,101)		
AQM	(150,184)	122,763	607,078		507,427	(261,287)	542,240		
CCHS	(3,373,615)	(3,421,246)	(3,358,978)		(3,595,566)	(4,059,856)	(3,889,113)		
EHS	(3,730,701)	(2,929,269)	(2,602,177)		(1,797,977)	(2,768,772)	(1,452,870)		
EPHP	(547,325)		,		(729,444)	,	(1,860,573)		
GF Operating	10,076,856	10,002,381	10,051,691		9,516,856	9,516,856	9,516,856		
Surplus (deficit)	\$ 699,338	\$ 1,213,053	\$ 2,155,505	\$	1,505,134	\$ (1,346,397)	\$ 557,301		
Fund Balance (FB)	\$ 2,967,844	\$ 4,180,897	\$ 6,336,402	\$	7,841,536	\$ 6,495,139	\$ 8,398,837		
FB as a % of Expenditures	15.0%	19.8%	28.9%		34.8%	24.2%	36.4%		
Note: ODHO=Office of the							CCHS=Community and	Clinical Health Ser	rvices,
EHS=Environmental Health	Services, EPHP=E	pidemiology and F	ublic Health Prepa	aredne	ss, GF=County	General Fund			

# **Review of Future Projections given the Impact of COVID-19**

Total expenditures year to date on the COVID-19 response has been \$1.9 million with \$1.1 million on local funding and \$0.8 million from grant funding. The impact of COVID-19 on the anticipated revenues reflects a decline of \$321,932 for FY20 and \$810,104 for FY21 for a total revenue projection of \$23.2 million as opposed to \$24.1 million projected prior to COVID-19. The FY20 expenditures are estimated at \$23.1 million down \$1.2 million from the original estimates of \$24.3 million and FY21 is estimated at \$25.3 million down \$1.1 million from the Pre COVID projection of \$26.3 million. If the revenues continue to decline as projected for FY21 additional reductions from the base budget will need to take place before FY24 when the fund balance is projected to drop to 10.9%.

	Pre COVID	COVID-19	Pre COVID	COVID-19	Projected Ba	sed on Histor	cal Trends
	ETC	ETC	FY 2020-	FY 2020-	FY 2021-	FY 2022-	FY 2023-
	FY19-20	FY19-20	2021	2021	2022	2023	2024
SOURCES OF FUNDS:							
Opening Fund Balance	\$ 7,841,536	\$ 7,841,536	\$ 7,552,452	\$ 8,398,837	\$ 6,375,142	\$ 6,078,690	\$ 4,767,034
Revenues:							
Licenses and Permits	3,610,780	3,353,662	3,626,311	2,451,528	2,328,951	2,328,951	2,363,885
Federal & State Grants	5,542,810	5,545,275	5,683,846	6,684,203	6,757,154	5,836,762	5,900,022
Federal & State Indirect Rev.	577,837	555,419	549,846	649,880	657,141	565,008	571,333
Tire Fees (NRS 444A.090)	540,064	527,526	525,000	525,000	513,681	523,954	534,433
Pollution Control (NRS 445B.830)	628,105	629,970	628,105	518,629	503,070	508,101	515,722
Dust Plan	572,234	626,322	578,414	474,606	450,876	450,876	457,639
Birth & Death Certificates	568,467	568,359	589,467	589,467	595,362	601,315	613,342
Other Charges for Services	2,190,289	2,135,614	2,151,925	1,629,496	1,580,611	1,588,514	1,612,342
Miscellaneous	227,067	193,574	209,074	209,074	209,022	213,101	216,810
Total Revenues	14,457,653	14,135,721	14,541,987	13,731,883	13,595,868	12,616,583	12,785,529
Total General Fund transfer	9,516,856	9,516,856	9,516,856	9,516,856	9,516,856	9,516,856	9,516,856
Total Revenues & General Fund transfer	23,974,509	23,652,577	24,058,843	23,248,739	23,112,724	22,133,439	22,302,385
Total Sources of Funds	31,816,044	31,494,113	31,611,295	31,647,576	29,487,866	28,212,129	27,069,419
USES OF FUNDS:							
Expenditures:							
Salaries & Wages	12,080,993	12,028,720	12,992,073	12,337,704	12,214,644	12,055,979	12,417,658
Group Insurance	1,636,184	1,553,260	1,816,927	1,779,787	1,821,294	1,807,359	1,897,727
OPEB Contribution	1,118,614	1,118,614	1,113,772	1,113,772	1,169,461	1,227,934	1,289,330
Retirement	3,235,176	3,175,916	3,545,471	3,395,187	3,374,389	3,445,319	3,672,855
Other Employee Benefits	246,460	251,292	251,968	245,927	250,908	263,454	276,627
Professional/Other agencies	1,426,874	861,972	2,105,058	1,746,642	986,236	894,521	899,284
Advertising	183,898	137,526	115,659	115,659	67,100	67,727	68,088
Chemical Supplies	297,250	296,585	236,200	118,700	118,700	236,791	237,382
Biologicals	305,134	358,430	345,397	322,757	342,178	345,377	347,216
Fleet Management billings	190,209	174,577	189,836	189,836	191,965	194,073	197,776
Workforce training & development	274,459	139,194	282,660	79,489	79,212	79,807	80,405
Other Services and Supplies	1,703,094	1,436,477	1,688,490	2,217,640	1,848,851	1,709,596	1,718,699
Indirect cost allocation	1,400,792	1,400,792	1,540,871	1,540,871	1,725,776	1,898,353	2,088,188
Capital	164,455	161,920	100,000	68,463	68,463	68,805	69,493
Total Expenditures	24,263,593	23,095,276	26,324,381	25,272,434	24,259,176	24,295,094	25,260,730
Additional reductions required					(850,000)	(850,000)	(850,000)
Total Uses of Funds	24,263,593	23,095,276	26,324,381	25,272,434	23,409,176	23,445,094	24,410,730
Net Change in Fund Balance	(289,084)	557,301	(2,265,538)	(2,023,695)	(296,452)	(1,311,656)	(2,108,346)
Ending Fund Balance (FB)	\$ 7,552,452	\$ 8,398,837	\$ 5,286,914	\$ 6,375,142	\$ 6,078,690	\$ 4,767,034	\$ 2,658,689
FB as a percent of Uses of Funds	31.1%	36.4%	20.1%	25.2%	26.0%	20.3%	10.9%
Reported to the DBOH in February, 2020		9					
Ending Fund Balance (FB)					5,062,341	4,162,960	3,017,139
FB as a percent of Uses of Funds					20.3%	16.3%	11.6%
Variance between Pre-Covid and Covid-1 Ending Fund Balance (FB)	1 0				1,016,349	604,074	(358,450)
FB as a percent of Uses of Funds					1,016,349		-0.7%
The as a percent of Uses of Funds					5.770	<b>4.0</b> /0	-0.7 /0

Date: DBOH meeting July 23, 2020 Subject: Fiscal Year 2020, June Financial Review Page 5 of 5

# 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 June, Fiscal Year 2020.

## **POSSIBLE MOTION**

Move to acknowledge receipt of the Health Fund financial review for June, Fiscal Year 2020.



Regional Emergency Medical Services Authority A non-profit community service using no taxdollars

# REMSA

# FRANCHISE COMPLIANCE REPORT

# **JUNE 2020**



FISCAI 2020						
Month	#Patients	Total Billed	Average Bill	YTD Average	Average Collected 35%	
July	4106	\$5,291,560.20	\$1,288.74	\$1,288.74	\$ 451.06	
August	4284	\$5,523,448.40	\$1,289.32	\$1,289.04	\$ 451.16	
September	4071	\$5,286,721.80	\$1,298.63	\$1,292.17	\$ 452.26	
October	4235	\$5,485,083.60	\$1,295.18	\$1,292.93	\$ 452.53	
November	4130	\$5,370,933.20	\$1,300.47	\$1,294.43	\$ 453.05	
December	4301	\$5,582,149.20	\$1,297.87	\$1,295.02	\$ 453.26	
January	4376	\$5,982,665.80	\$1,367.15	\$1,367.15	\$ 478.50	
February	4203	\$5,778,739.20	\$1,374.91	\$1,370.95	\$ 479.83	
March	4065	\$5,597,141.60	\$1,376.91	\$1,372.87	\$480.50	
April	3293	\$4,522,546.60	\$1,373.38	\$1,372.97	\$480.54	
May	3815	\$5,226,516.40	\$1,369.99	\$1,372.40	\$480.34	
June						
Totals	44,879	\$59,647,505.60	\$1,330.23			
Current Allowable	e Average Bill:	\$1,382.47				

# REMSA Accounts Receivable Summary Fiscal 2020

Year to Date: June 2020

	COMPLIANCE							
Month	Priority 1 System - Wide Avg. Response Time	Priority 1 Zone A	Priority 1 Zones B,C,D					
Jul-19	5 Minutes 46 Seconds	92%	96%					
Aug-19	6 Minutes 12 Seconds	90%	91%					
Sep-19	6 Minutes 06 Seconds	90%	92%					
Oct-19	6 Minutes 00 Seconds	90%	91%					
Nov-19	6 Minutes 01 Seconds	90%	92%					
Dec-19	5 Minutes 53 Seconds	90%	94%					
Jan-20	5 Minutes 44 Seconds	91%	94%					
Feb-20	5 Minutes 57 Seconds	90%	93%					
Mar-20	5 Minutes 56 Seconds	92%	91%					
Apr-20	5 Minutes 40 Seconds	94%	93%					
May-20	5 Minutes 47 Seconds	92%	97%					
Jun-20	6 Minutes 00 Seconds	90%	96%					



# **Fiscal Year to Date**

Priority 1 System - Wide Avg. Response Time	Priority 1 Zone A	Priority 1 Zones B,C,D
5 Minutes 54 Seconds	91%	93%

# Year to Date: June 2020

		GE RESPO	NSE TIMES BY	' ENTITY
Month/Year	Priority	Reno	Sparks	Washoe County
Jul-19	P-1	5:13	5:57	7:40
Jul-19	P-2	5:20	6:00	8:05
Aug-19	P-1	5:29	6:16	8:40
Aug-15	P-2	5:35	6:27	8:34
Sep-19	P-1	5:22	6:07	8:40
3ep-13	P-2	5:48	6:32	9:18
Oct-19	P-1	5:17	6:25	8:53
000-19	P-2	5:31	6:51	8:35
Nov-19	P-1	5:24	5:50	8:23
100-19	P-2	5:27	6:33	8:24
Dec-19	P-1	5:13	6:12	8:30
Dec-19	P-2	5:25	6:21	8:29
Jan-20	P-1	5:11	5:55	8:11
Jan-20	P-2	5:32	6:36	8:29
Feb-20	P-1	5:11	6:13	8:26
rep-20	P-2	5:46	6:18	8:29
Mar-20	P-1	5:05	6:10	8:16
Iviar-20	P-2	5:27	6:12	8:10
Apr-20	P-1	5:02	5:51	7:24
Αμι-20	P-2	5:19	5:44	7:33
May 20	P-1	5:12	5:52	7:25
May-20	P-2	5:23	6:16	7:32
Jun-20	P-1	5:27	6:10	8:25
Jun-20	P-2	5:49	6:44	9:01

# Fiscal Year to Date: June 2020

Priority	Reno	Sparks	Washoe County
P1	5:16	6:05	8:13
P2	5:32	6:24	8:23



# REMSA OCU INCIDENT DETAIL REPORT PERIOD: 06/01/2020 THRU 06/30/2020

	CORRECTIONS REQUESTED							
Zone	Clock Start	Clock Stop	Unit	Response Time Original	Response Time Correct			
Zone A	6/2/20 13:04	6/2/20 13:09	1W11	0:22:38	0:04:40			
Zone A	6/2/20 19:15	6/2/20 19:16	1C17	23:59:51	0:00:56			
Zone A	6/3/20 20:44	6/3/20 20:48	1C13	23:59:26	0:04:37			
Zone A	6/4/20 13:08	6/4/20 13:12	1C36	-0:00:05	0:04:10			
Zone A	6/7/20 19:48	6/7/20 19:52	1C24	0:04:04	0:04:04			
Zone A	6/8/20 18:33	6/8/20 18:38	1C22	0:00:00	0:05:32			
Zone A	6/9/20 11:18	6/9/20 11:23	1C38	0:05:03	0:05:03			
Zone A	6/9/20 15:36	6/9/20 15:38	1C23	-0:00:09	0:02:14			
Zone A	6/11/20 13:30	6/11/20 13:32	1C26	0:30:20	0:02:18			
Zone A	6/12/20 14:53	6/12/20 14:56	1C04	23:59:49	0:00:17			
Zone A	6/12/20 17:45	6/12/20 17:46	1C06	-0:00:13	0:00:52			
Zone A	6/12/20 18:31	6/12/20 18:31	1C06	-0:01:16	0:00:44			
Zone A	6/12/20 23:57	6/13/20 0:03	1C20	0:11:55	0:05:57			
Zone A	6/13/20 13:50	6/13/20 13:55	1C31	0:09:14	0:04:33			
Zone A	6/14/20 20:30	6/14/20 20:31	1C17	-0:00:20	0:01:40			
Zone A	6/14/20 22:51	6/14/20 22:51	1C06	-0:00:54	0:00:46			
Zone A	6/15/20 15:16	6/15/20 15:17	1C23	-0:00:32	0:00:18			
Zone A	6/15/20 21:03	6/15/20 21:06	1C17	-0:00:20	0:03:13			
Zone A	6/15/20 23:31	6/15/20 23:31	1C35	-0:00:19	0:00:19			

	UPGRADE REQUESTED							
Zone	Priority Original	Priority Upgrade	Response Time Original	Response Time Correct				
Zone A	3	1	14:27	12:14				



EXEMPTIONS REQUESTEDIncident DateApprovalExemption ReasonZoneResponse TimeOverage6/21/2020Exemption ApprovedMiscZone A0:12:110:03:126/21/2020Exemption ApprovedOverloadZone A0:09:210:00:226/21/2020Exemption ApprovedOverloadZone A0:09:360:00:376/21/2020Exemption ApprovedOverloadZone A0:09:510:00:526/21/2020Exemption ApprovedOverloadZone A0:10:250:01:266/21/2020Exemption ApprovedOverloadZone A0:10:250:01:266/21/2020Exemption ApprovedOverloadZone A0:10:250:01:266/21/2020Exemption ApprovedOverloadZone A0:12:310:03:326/21/2020Exemption ApprovedOverloadZone A0:12:310:03:326/21/2020Exemption ApprovedOverloadZone A0:10:070:01:086/21/2020Exemption ApprovedOverloadZone A0:10:070:01:086/21/2020Exemption ApprovedOverloadZone A0:10:070:01:086/21/2020Exemption ApprovedOverloadZone A0:10:070:01:086/21/2020Exemption ApprovedOverloadZone A0:10:070:01:086/21/2020Exemption ApprovedOverloadZone A0:10:070:01:086/21/2020Exemption ApprovedOverloadZone B0:19:38<										
Incident Date	Approval	Exemption Reason	Zone	Response Time	Overage					
6/21/2020	Exemption Approved	Misc	Zone A	0:12:11	0:03:12					
6/21/2020	Exemption Approved	Overload	Zone A	0:09:21	0:00:22					
6/21/2020	Exemption Approved	Overload	Zone A	0:09:36	0:00:37					
6/21/2020	Exemption Approved	Overload	Zone A	0:09:51	0:00:52					
6/21/2020	Exemption Approved	Overload	Zone A	0:10:25	0:01:26					
6/21/2020	Exemption Approved	Overload	Zone A	0:14:44	0:05:45					
6/21/2020	Exemption Approved	Overload	Zone A	0:09:18	0:00:19					
6/21/2020	Exemption Approved	Overload	Zone A	0:12:31	0:03:32					
6/21/2020	Exemption Approved	Overload	Zone A	0:10:07	0:01:08					
6/21/2020	Exemption Approved	Overload	Zone B	0:19:38	0:03:39					
6/22/2020	Exemption Approved	Overload	Zone A	0:09:55	0:00:56					
6/22/2020	Exemption Approved	Overload	Zone A	0:09:08	0:00:09					
6/28/2020	Exemption Approved	Overload	Zone A	0:14:15	0:05:16					
6/29/2020	Exemption Approved	Overload	Zone A	0:09:19	0:00:20					
6/29/2020	Exemption Approved	Overload	Zone A	0:09:53	0:00:54					
6/29/2020	Exemption Approved	Overload	Zone B	0:16:44	0:00:45					
6/29/2020	Exemption Approved	Overload	Zone B	0:17:32	0:01:33					



# GROUND AMBULANCE OPERATIONS REPORT JUNE 2020

# 1. Overall Statics

- a) Total number of system responses: 6645
- b) Total number of responses in which no transports resulted: 2614
- c) Total number of system transports (including transports to out of county):
   4031

# 2. Call Classification

- a) Cardiopulmonary Arrests: 1.8%
- b) Medical: 52.6%
- c) Obstetrics (OB): 0.5%
- d) Psychiatric/Behavioral: 12.2%
- e) Transfers: 13.7%
- f) Trauma MVA: 6.7%
- g) Trauma Non MVA: 7.1%
- h) Unknown: 5.4%

# 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: 1,888

Total number of above calls receiving QA Reviews: 172

Percentage of charts reviewed from the above transports: 9.1%



# JUNE 2020 MONTHLY REMSA EDUCATION REPORT

DISCIPLINE	CLASSES	STUDENTS
ACLS	34	154
BLS (CPR)	113	358
Heartsaver (CPR)	68	298
PHTLS	20	63
PALS	3	17

# COMMUNITY OUTREACH JUNE 2020

Point of Impac	ct				
06/1-30/2020	No office appointments for June	COVID			
06/20/20	POI Checkpoint at Champion Chevrolet in Reno. 6 cars and 8 seats inspected.	7 volunteers; 2 staff			
Cribs for Kids	Community				
06/07/20	Attended Zoom meeting for Immunize Nevada June Community Meeting.				
06/05/20	Attended Washoe County Child Death Review via Zoom				
06/09/20	Attended Self-Driving Car Crash, A Case Review webinar.				
06/11/20	Attended Zoom meeting for Northern Nevada Maternal Child Health Coalition meeting.				
06/01/20	Attended video conference meeting for Truckee Meadows Vision Zero meeting.				
06/25/20	Attended 2020 SIDS Awareness Month Activities Webinar.				
06/26/20	Attended Nevada SHSP Occupant Protection Task Force meeting.				
06/27/20	Attended Designing for Safety to Prevent Bicyclist & Pedestrian Injuries webinar.				
06/30/20	Spoke with Office of Traffic Safety on approval for the 2020- 2021 grant cycle for Point of Impact				



# REMSA

Reno, NV Client 7299





1515 Center Street Lansing, Mi 48096 1 (517) 318-3800 support@EMSSurveyTeam.com www.EMSSurveyTeam.com

# **EMS System Report**

June 1, 2020 to June 30, 2020

Your Score

97.09

Number of Your Patients in this Report

150

Number of Patients in this Report

# 7,905

 $\checkmark$ 

Number of Transport Services in All EMS DB 166

Page 1 of 22



# June 1, 2020 to June 30, 2020

#### **Executive Summary**

This report contains data from 150 REMSA patients who returned a questionnaire between 06/01/2020 and 06/30/2020.

The overall mean score for the standard questions was **97.09**; this is a difference of **3.99** points from the overall EMS database score of **93.10**.

The current score of **97.09** is a change of **-0.89** points from last period's score of **97.98**. This was the **8th** highest overall score for all companies in the database.

You are ranked 2nd for comparably sized companies in the system.

**89.55%** of responses to standard questions had a rating of Very Good, the highest rating. **99.90%** of all responses were positive.

#### **5 Highest Scores**



#### **5 Lowest Scores**





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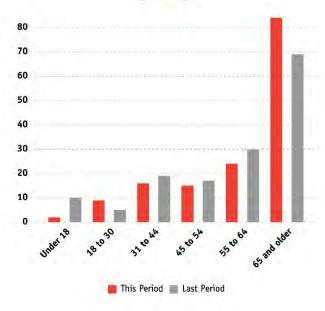
Franchise Compliance Report June 2020



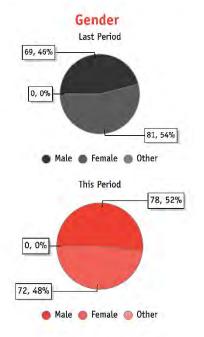
#### REMSA June 1, 2020 to June 30, 2020

**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.

		La	st Period		This Period			
	Total	Male	Female	Other	Total	Male	Female	Other
Under 18	10	5	5	0	2	2	0	0
18 to 30	5	4	1	0	9	4	5	0
31 to 44	19	8	11	0	16	5	11	0
45 to 54	17	9	8	0	15	11	4	0
55 to 64	30	15	15	0	24	18	6	0
65 and older	69	28	41	0	84	38	46	0
Total	150	69	81	0	150	78	72	0



#### Age Ranges



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# Page 3 of 22



# June 1, 2020 to June 30, 2020

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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.

	Jul 2019	Aug 2019	Sep 2019	Oct 2019	Nov 2019	Dec 2019	Jan 2020	Feb 2020	Mar 2020	Apr 2020	May 2020	Jun 2020
Helpfulness of the person you called for ambulance service	94.02	88.20	95.67		97,41	100 million (1990)		98.68	95.02	97,22	98.86	
Extent to which you were told what to do until the ambulance arrived	95.65	87.75	95.50	95.65	97.41	97.00	99.54	98.68	95.85	97.22	98.86	99.15
Extent to which the ambulance arrived in a timely manner	94.70	90.91	93.01	97.14	93.20	95.48	96.63	96.33	96.80	96.35	96.66	96.43
Cleanliness of the ambulance	97.67	91.80	93.95	97.38	95.53	96.73	98.84	99.26	99.34	98.67	99.17	97.78
Skill of the person driving the ambulance	95.70	91.55	92.88	94.92	94.28	95.31	97.93	98.72	96.82	95.93	97.76	96.31
Care shown by the medics who arrived with the ambulance	96.12	92.35	93.18	96.32	95.28	96.51	97.33	98.68	96.67	98.67	98.17	97.17
Degree to which the medics took your problem seriously	95.59	92,52	93.18	95.64	96.15	96.67	97.00	98.36	96.98	99.00	98.33	97.99
Degree to which the medics listened to you and/or your family	95.64	91.85	92.30	95.45	95.45	96.32	96.72	97.68	94.43	98.28	97.73	96.98
Extent to which the medics kept you informed about your treatment	94.72	91.05	92.44	95.32	95.38	95.21	97.32	98.17	95.60	97.34	97.55	96.61
Extent to which medics included you in the treatment decisions (if	94.38	89.11	92.05	94.62	95.23	95.72	98.38	97.65	95.09	96.29	98.06	96.84
Begree to which the medics relieved your pain or discomfort	91.96	88.70	90.96	93.94	93.01	93.25	94.32	95.58	89.94	95.51	95.81	95.20
Medics' concern for your privacy	96.01	92.67	93.05	96.59	95.08	95.84	97.76	98.21	95.80	98.16	98.61	97.10
Extent to which medics cared for you as a person	96.27	92.65	94.23	96.27	95.14	96.73	97.50	98.84	96.43	98.31	98.67	97.15
Professionalism of the staff in our ambulance service billing office	97.22	90.63	90.00	91.07	80.00	87.50	100.00		100.00	95.83	91.67	95.83
Willingness of the staff in our billing office to address your needs	97.22	90.63	92.31	90.38	80.00	87.50	100.00		100.00	95.83	91.67	95.83
How well did our staff work together to care for you	96.31	92.80	93.59	96.34	94.97	96.73	98.12	99.32	97.07	98.67	98.78	97.24
Extent to which the services received were worth the fees charged	92.65	85,87	86.25	81.86	85.05	90.67	100.00	98.08	87.50	90.38	75.00	82,14
Overall rating of the care provided by our Emergency Medical Transportation	96.28	93.04	93.18	95.42	95.32	96.61	96.00	98.50	95.38	97.99	98,31	97.45
Likelihood of recommending this ambulance service to others	95.90	92.53	93.08	96.09	94.66	95.80	97.99	98.36	96.07	98.06	98.39	97.92
Your Master Score	95.52	91.45	92.99	95.65	94.83	95.93	97.43	98.18	95.90	97.64	97.98	97.09
Your Total Responses	150	150	150	150	150	150	150	152	151	150	150	150

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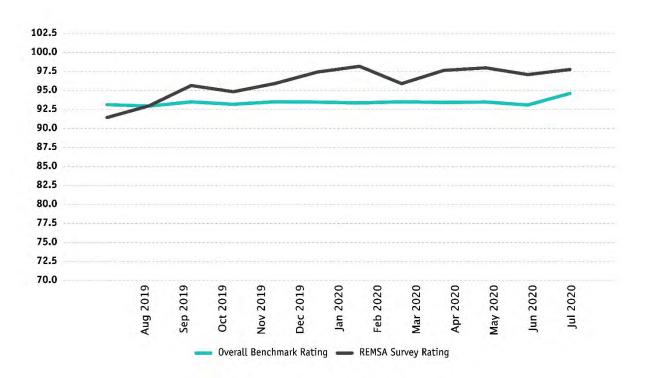




#### REMSA June 1, 2020 to June 30, 2020



Monthly tracking of Overall Survey Score



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#### **REMSA GROUND AMBULANCE JUNE 2020 CUSTOMER REPORT**

	DATE OF SERVICE	DESCRIPTION/COMMENTS	WHAT WAS DONE WELL BY REMSA?	WHAT COULD WE DO TO BETTER SERVE YOU NEXT TIME?	ASSIGNED
1	04/27/2020	"THEY WERE GOOD, AND TREATED ME VERY WELL."		"NO, THEY DID A FANTASTIC JOB."	
2	04/05/2020			"I WAS TREATED VERY WELL AND DON'T THINK THEY NEED ANY CHANGES."	
3	04/14/2020			"THEY TREATED HER VERY WELL, THEY ALWAYS DO."	
4	04/25/2020	"THEY CARED FOR ME VERY WELL. THEY WERE A LITTLE CRANKY."		"TO BE FRIENDLIER TO FAMILY, NO MATTER WHAT THE SITUATION IS."	S. SELMI
5	04/08/2020	"TRANSPORTED FROM HOSPITAL TO HOME."			
6	04/02/2020		"PATIENT STATED EVERYTHING WAS DONE WELL."		
7	04/24/2020		"PATIENT STATED HE FELT WELL CARED FOR AND THAT THE MEDICS TOOK THE TIME TO CARE."		
8	04/28/2020		"PATIENT STATED SHE IS USUALLY A VERY HARD STICK TO GET AN IV STARTED, BUT THE PARAMEDICS HAD NO PROBLEM." "PATIENT STATED		



	DATE OF SERVICE	DESCRIPTION/COMMENTS	WHAT WAS DONE WELL BY REMSA?	WHAT COULD WE DO TO BETTER SERVE YOU NEXT TIME?	ASSIGNED
			THE MEDICS WERE PROFESSIONAL AND VERY COURTEOUS. HE SAID EVERYTHING WAS DONE VERY WELL."		
10	04/12/2020		"PATIENT STATED HE HIMSELF IS A PARAMEDIC AND FROM HIS PERSPECTIVE THE AMBULANCE CREW DID A FINE JOB."		
11	04/25/2020		"PATIENT STATED THE AMBULANCE CREW WAS PROFESSIONAL AND REALLY SEEMED TO CARE."	"IF THERE IS ANY WAY TO RELAY THE INTAKE INFORMATION TO THE HOSPITAL, SO I DON'T HAVE TO ANSWER THE SAME QUESTIONS AGAIN."	
12	04/23/2020		"THE PATIENT STATED THE MEDICS COMMUNICATED WELL AMONGST THEMSELVES AND WITH HER. THEY DID NOT LEAVE HER OUT OF THE LOOP AND SHE REALLY APPRECIATES THAT."		
13	04/15/2020		"PATIENT STATED THE MEDICS WERE POLITE, KNOWLEDGABLE AND GOT HIM		



	DATE OF SERVICE	DESCRIPTION/COMMENTS	WHAT WAS DONE WELL BY REMSA?	WHAT COULD WE DO TO BETTER SERVE YOU NEXT TIME?	ASSIGNED
			SAFELY TO THE HOSPITAL WITH A SMOOTH TRANSITION AT CHECK-IN. HE NOTED THEY ALSO TOOK HIM TO THE HOSPITAL HE REQUESTED."		
14	04/14/2020		"PATIENT STATED THEY KEPT HER CALM AND STILL TREATED HER LIKE A HUMAN BEING EVEN THOUGH SHE HAD THE VIRUS. SHE IS VERY THANKFUL FOR THE CARE AND COMPASSION."		
15	04/16/2020		"PATIENT STATED THE MEDICS GOT HIM UP OFF THE SIDE OF THE ROAD AND QUICKLY TO THE HOSPITAL."		
16	04/26/2020		"THE AMBULANCE ARRIVED QUICKLY AND THE MEDICS KEPT THE PATIENT INFORMED ON THE SITUATION."	"THE MEDICS WERE UNABLE TO START AN IV."	
17	04/10/2020		"PATIENT STATED THE MEDICS ARRIVED IN JUST A FEW HEARTBEATS. HE SAID THEY ALSO STAYED WITH HIM AT THE HOSPITAL UNTIL HE WAS PUT		



	DATE OF SERVICE	DESCRIPTION/COMMENTS	WHAT WAS DONE WELL BY REMSA?	WHAT COULD WE DO TO BETTER SERVE YOU NEXT TIME?	ASSIGNED
			INTO A ROOM."		
18	04/12/2020		"PATIENT STATED THE MEDICS EXPLAINED TO HIM WHEN THEY WERE GOING TO START THE IV AND KEPT HIM INFORMED."		
19	04/23/2020		"PATIENT STATED THE MEDICS HAD GOOD BEDSIDE MANNER."		
20	04/21/2020		"PATIENT STATED THE MEDICS WERE SO PROFESSIONAL AND SO KIND, SHE WANTS TO THANK THEM FOR THEIR SERVICE."		
21	04/01/2020		"PATIENT STATED SHE FELT THE PARAMEDICS WERE BOTH KNOWLEDGEABLE AND PROFESSIONAL. THEY ALSO GAVE HER INFORMATION ON COVID WHICH WAS EXTREMELY HELPFUL."		
22	04/26/2020		"PATIENT STATED HE WAS TREATED WELL AND THE MEDICS GOT HIM TO WHERE HE NEEDED TO BE AT THE HOSPITAL. THEY DID EVERYTHING THEY SHOULD HAVE TO		



	DATE OF SERVICE	DESCRIPTION/COMMENTS	WHAT WAS DONE WELL BY REMSA?	WHAT COULD WE DO TO BETTER SERVE YOU NEXT TIME?	ASSIGNED
23	04/22/2020		CARE FOR HIM." "PATIENT STATED THE MEDICS WERE VERY GENTLE AND THOROUGH IN HER ASSESSMENT AND THEN QUICKLY GOT HER ON THE ROAD TO THE HOSPITAL."		
24	04/02/2020		"PATIENT STATED IT WAS ALL A+ SERVICE. IN HIS EYES NOTHING COULD HAVE BEEN DONE BETTER. HE ALSO NOTED HE WAS STILL ON THE PHONE WHEN THE MEDICS RANG HIS DOORBELL, VERY FAST ARRIVAL TIME."		
25	04/16/2020		"PATIENT STATED THE MEDICS TOOK AWAY HIS PAIN."		
26	04/22/2020		"PATIENT STATED SHE HAS ALWAYS BEEN SATISFIED WITH REMSA, THEY ARE VERY CONSISTENT."		
27	04/24/2020		"GOOD OVERALL CARE."	"FASTER ARRIVAL TIME."	
28	04/27/2020		"PATIENT STATED THE AMBULANCE SERVICE GOT HIM TO THE HOSPITAL QUICKLY."		
29	04/29/2020		"PATIENT STATED EVERYTHING WAS		



	DATE OF SERVICE	DESCRIPTION/COMMENTS	WHAT WAS DONE WELL BY REMSA?	WHAT COULD WE DO TO BETTER SERVE YOU NEXT TIME?	ASSIGNED
			DONE WELL."		
30	04/08/2020		"PATIENT STATED THE MEDICS THOROUGHLY CHECKED HER BEFORE DETERMINING SHE ACTUALLY NEEDED TO GO TO THE HOSPITAL. SHE SAID THEY WERE ATTENTIVE TO HER NEEDS AND WERE INFORMATIVE."	"A LITTLE WARMER IN THE BACK OF THE AMBULANCE."	
31	04/22/2020		"PATIENT STATED THE MEDICS WERE NICE AND KIND FOLKS."		
32	04/04/2020		"PATIENT STATED THE MEDICS WERE PROFESSIONAL AND GOT HIM QUICKLY TO THE HOSPITAL."		
33	04/16/2020			"THE MEDICS WERE UNABLE TO GET AN IV STARTED."	
34	04/21/2020		"PATIENT STATED SHE IS ALIVE BECAUSE OF THE AMBULANCE CREW, SO EVERYTHING WAS DONE WELL."	"PLEASE KNOW THE PROCEDURES REGARDING SERVICE DOGS AND IF THEY ARE ALLOWED TO COME ALONG. PATIENT STATED THIS IS A BIG DEAL IN BEING A HANDICAPPED WOMAN AND	S. SELMI



	DATE OF SERVICE	DESCRIPTION/COMMENTS	WHAT WAS DONE WELL BY REMSA?	WHAT COULD WE DO TO BETTER SERVE YOU NEXT TIME?	ASSIGNED
				HAVING HER SERVICE DOG WITH HER IS VERY IMPORTANT."	
35	04/27/2020		"PATIENT STATED THE AMBULANCE SERVICE GOT HIM TO THE HOSPITAL QUICKLY AND EFFICIENTLY TO THE HOSPITAL DESPITE IT BEING A RATHER LONG DISTANCE."		
36	04/11/2020		"PATIENT'S MOTHER STATED HER DAUGHTER'S SITUATION WAS HANDLED EFFORTLESSLY WITH PROFESSIONALISM AND SENSITIVITY."		
37	04/18/2020		"PATIENT STATED THAT ONCE IT WAS DETERMINED SHE SHOULD GO TO THE HOSPITAL, THE MEDICS HELPED GET HER APARTMENT SITUATED FOR HER DEPARTURE. SHE IS THANKFUL FOR THEIR THOUGHTFULNESS."		
38	04/12/2020		"PATIENT STATED THE MEDICS WERE EXTREMELY		



	DATE OF SERVICE	DESCRIPTION/COMMENTS	WHAT WAS DONE WELL BY REMSA?	WHAT COULD WE DO TO BETTER SERVE YOU NEXT TIME?	ASSIGNED
			PROFESSIONAL, KNOWLEDGABLE AND TOOK HIS SITUATION SERIOUSLY."		
39	04/11/2020		"PATIENT STATED THE MEDICS THOROUGHLY EXPLAINED WHAT WAS GOING ON AND ALSO RELIEVED HER PAIN."		
40	04/20/2020		"PATIENT STATED THE MEDICS GOT HIM LOADED UP INTO THE AMBULANCE, TEMPERED HIS PAIN LEVEL AND GOT HIM TO THE HOSPITAL IN QUICK ORDER."		
41	04/02/2020		"PATIENT STATED THE IV GIVEN BY THE MEDICS WAS SO GOOD THAT THE NURSES AT THE HOSPITAL COMPLIMENTED IT. THIS IS HIS FIRST AMBULANCE RIDE AND HE SAID EVERYTHING SEEMED TO GO SEAMLESSLY."		
42	04/25/2020	"URGENT CARE CALLED AND THEY SHOWED UP VERY FAST. VERY PROFESSIONAL AND CARING		"IF THEY COULD TAKE OFF AFTER I AM IN THE AMBULANCE, THAT WOULD BE GREAT. I WAS	



	DATE OF SERVICE	DESCRIPTION/COMMENTS	WHAT WAS DONE WELL BY REMSA?	WHAT COULD WE DO TO BETTER SERVE YOU NEXT TIME?	ASSIGNED
		PARAMEDICS. THEY WERE VERY PROFESSIONAL, AND TOOK EVERYTHING VERY SERIOUSLY. I WOULD RATE THEM A 6 ON EVERYTHING."		HAVING A PULMANARY ANYRESUM AND THEY WERE TAKING A LONG TIME TO TAKE OFF. THIS MADE MY FRIEND VERY WORRIED. OTHER THAN THAT THEY WERE GREAT!"	
43	04/24/2020	"THEY WERE ABSOLUTLEY AMAZING AND I WAS VERY HAPPY WITH HOW WELL THEY TREATED ME."		"HIT THE VIEN ON THE FIRST TRY."	
44	04/15/2020	"THEY CAME VERY FAST TO HELP MY MOTHER."		"THEY WERE VERY GOOD AND COULD NOT HAVE DONE ANY BETTER."	
45	04/02/2020			"NO, I CAN'T THINK OF ANYTHING."	
46	04/30/2020	"THEY WERE VERY COMFORTING, AND EFFICIENT. I HAVE NO NEGATIVE COMMENTS AT ALL, THEY WERE ABSOLUTELY GREAT!"		"I CAN'T THINK OF A THING. THEY WERE PERFECT!"	
47	04/13/2020			"THEY WERE EXCELLENT, THANK YOU!"	



	DATE OF SERVICE	DESCRIPTION/COMMENTS	WHAT WAS DONE WELL BY REMSA?	WHAT COULD WE DO TO BETTER SERVE YOU NEXT TIME?	ASSIGNED
48	04/06/2020	"THEY WERE VERY GENTLE AND CARING."	"VERY KIND, PROFESSIONALS."	"THANK YOU, I REALLY COULD NOT AHVE ASKED FOR BETTER SERVICE."	
49	04/11/2020		"PATIENT STATED SHE FEELS EVERYTHING WAS DONE TO THE BEST OF THEIR ABILITY. SHE ALSO NOTED THE MEDICS DID A GREAT JOB OF GETTING HER DOWN THE STAIRS."		
50	04/23/2020		"PATIENT STATED THE MEDICS PROVIDED THE CARE NEEDED AND GOT HIM TO THE HOSPITAL."		
51	04/01/2020		"PATIENT STATED THE MEDICS WORKED WELL TOGETHER AND KNEW EACH OTHER'S MOVES WELL ENOUGH HE GUESSED THEY HAD BEEN WORKING TOGETHER FOR AWHILE. HE SAID HE WAS IMPRESSED WITH THEIR CARE AND TEAMWORK."		



	DATE OF SERVICE	DESCRIPTION/COMMENTS	WHAT WAS DONE WELL BY REMSA?	WHAT COULD WE DO TO BETTER SERVE YOU NEXT TIME?	ASSIGNED
52	04/29/2020		"PATIENT SAID THEY TREATED HER WITH DIGNITY AND LIKE A LADY, NOT A HELPLESS OLD WOMAN. SHE IS THANKFUL FOR THE EMPATHETIC CARE."		
53	04/05/2020		"PATIENT STATED THE MEDICS WERE POLITE AND HELPFUL."		
54	04/21/2020		"PATIENT'S MEDICAL POA STATED FROM THE TIME THE AMBULANCE SHOWED UP UNTIL SHE WAS LOADED UP AND ON HER WAY, IT WAS FANTASTIC CARE."		
55	04/03/2020		"PATIENT STATED EVERYTHING WAS DONE WELL."		
56	04/23/2020		"PATIENT STATED THE MEDICS WERE PROFESSIONAL AND MADE HER FEEL SAFE."		
57	04/06/2020		"PATIENT'S MEDICAL POA STATED THE PARAMEDICS WERE VERY THOROUGH WITH THEIR PROCEDURES IN RELATION TO COVID."		



	DATE OF SERVICE	DESCRIPTION/COMMENTS	WHAT WAS DONE WELL BY REMSA?	WHAT COULD WE DO TO BETTER SERVE YOU NEXT TIME?	ASSIGNED
58	04/09/2020		"PATIENT STATED THE MEDICS WERE KIND, COURTEOUS AND PROFESSIONAL."		
59	04/05/2020		"PATIENT STATED THE MEDICS CAME THROUGH WITH EVERYTHING THEY WERE SUPPOSED TO AND HE WAS VERY SATISFIED WITH THE WHOLE EXPERIENCE."		
60	04/11/2020		"PATIENT STATED THE MEDICS DID A GOOD JOB OF ASSESSING THE SITUATION TO GET TO THE BOTTOM OF WHAT WAS GOING ON WITH HIM."		
61	04/07/2020		"EVERYTHING WAS DONE WELL."	"PATIENT STATED HE FELT THE EXPENSE WAS A BIT MUCH."	
62	04/30/2020		"PATIENT STATED THE MEDICS WERE VERY PROFESSIONAL AND ATTENTIVE."		
63	04/27/2020		"PATIENT STATED THE DRIVER WAS VERY CAREFUL NOT TO HIT ANY BUMPS ON THE WAY TO THE HOSPITAL AND THEY WERE VERY CAREFUL WITH HER		



	DATE OF SERVICE	DESCRIPTION/COMMENTS	WHAT WAS DONE WELL BY REMSA?	WHAT COULD WE DO TO BETTER SERVE YOU NEXT TIME?	ASSIGNED
			CHEST TUBE WHEN LOADING HER. SHE SAID THEY PUT EXTRA EFFORT INTO MAKING SURE SHE WAS COMFORTABLE."		
64	04/10/2020		"THE AMBULANCE SERVICE GOT HER TO THE HOSPITAL IN A TIMELY FASHION."	"PATIENT STATED THAT WHILE THE CARE WAS ADEQUATE, SHE DIDN'T FEEL THAT THIS TEAM WAS AS POLISHED AS THE PREVIOUS TEAM. SHE SAID THEY SEEMED NEW."	
65	04/25/2020		"PATIENT STATED THE MEDICS WERE VERY PERSONABLE AND WERE ABLE TO KEEP HIS MIND OFF FROM THE SITUATION AT HAND. HE FEELS THEY DID AN EXCELLENT JOB."		
66	04/21/2020		"PATIENT STATED IT WAS A SIMPLE TRANSPORT THAT WENT SMOOTHLY. HE SAID IT WAS A GOOD TIME AND HE WAS LAUGHING WITH THE MEDICS."		



	DATE OF SERVICE	DESCRIPTION/COMMENTS	WHAT WAS DONE WELL BY REMSA?	WHAT COULD WE DO TO BETTER SERVE YOU NEXT TIME?	ASSIGNED
67	04/17/2020		"PATIENT STATED THE MEDICS DID A GOOD JOB OF STABILIZING HIM AND CALMING HIM DOWN."		
68	04/30/2020		"PATIENT STATED THE MEDICS WERE FAST TO ARRIVE, CARING AND EFFECTIVE. SHE ALSO SAID THEY WORKED WELL TOGETHER WHEN THEY LIFTED HER UP."		
69	04/28/2020		"PATIENT SAID THEY TOOK HIM TO THE HOSPITAL."	"DO NOT JUMP THE GUN AND MAKE ASSUMPTIONS ABOUT SOMEONE."	S. SELMI
70	04/01/2020		"PATIENT STATED EVERYTHING WAS DONE WELL. SHE WAS SCREENED, LOADED AND TREATED FOR PAIN ALL IN A TIMELY MANNER."		
71	04/01/2020		"PATIENT SAID EVERYTHING WAS GOOD."		
72	04/19/2020		"PATIENT STATED THE MEDICS GOT AN IV STARTED RIGHT AWAY AND GOT TO WORK TO GET HIS PAIN		



	DATE OF SERVICE	DESCRIPTION/COMMENTS	WHAT WAS DONE WELL BY REMSA?	WHAT COULD WE DO TO BETTER SERVE YOU NEXT TIME?	ASSIGNED
			UNDER CONTROL."		
73	04/16/2020		"PATIENT STATED THE MEDICS SAVED HER LIFE AND SHE IS VERY, VERY THANKFUL."		
74	04/11/2020		"PATIENT STATED THE PARAMEDICS TRANSPORTED HIM FROM HIS HOME TO THE HOSPITAL IN A COMFORTABLE AND TIMELY MANNER."		
75	04/24/2020		"PATIENT STATED THE MEDICS DID PRETTY WELL ON EVERYTHING."		
76	04/24/2020		"THEY RELAYED INFORMATION WELL AND KEPT THE PATIENT UP TO DATE ON THE SITUATION."		
77	04/05/2020			"PATIENT STATED THE MEDICS SHOULD BE VERY CAREFUL WHAT THEY SAY WITHIN HEARING RANGE. HE HEARD ONE MEDIC COMMENT THAT THEY DIDN'T THINK HE WOULD MAKE IT	S. SELMI



	DATE OF SERVICE	DESCRIPTION/COMMENTS	WHAT WAS DONE WELL BY REMSA?	WHAT COULD WE DO TO BETTER SERVE YOU NEXT TIME?	ASSIGNED
				THROUGH THE NIGHT. HE SAID HE WILL NEVER FORGET HEARING THAT STATEMENT."	
78	04/26/2020		"PATIENT'S MEDICAL POA STATED THE AMBULANCE ARRIVED IN A TIMELY MANNER AND QUICKLY ASSESSED THE PATIENT. SHE WAS CAREFULLY CARED FOR AND TRANSPORTED SAFELY TO THE HOSPITAL. SHE ALSO NOTED THE MEDICS WERE VERY GOOD AT ANSWERING QUESTIONS."		
79	04/27/2020		"PATIENT STATED THE MEDICS WERE ABLE TO CONTROL HIS PAIN BY THE TIME THEY ARRIVED AT THE HOSPITAL. HE SAID IT WAS A GREAT CREW."		
80	04/06/2020			"PATIENT'S MOTHER SAID THE MEDICS SHOULD ACKNOWLEDGE WHEN THERE IS A PARENT PRESENT. SHE	S. SELMI



	DATE OF SERVICE	DESCRIPTION/COMMENTS	WHAT WAS DONE WELL BY REMSA?	WHAT COULD WE DO TO BETTER SERVE YOU NEXT TIME?	ASSIGNED
				UNDERSTANDS THAT HER SON IS AN OLDER TEEN, BUT FEELS ALL QUESTIONS SHOULD BE DIRECTED TO HER AND NOT TO HIM."	
81	04/21/2020		"THE AMBULANCE ARRIVED IN A TIMELY MANNER AND THE ASSESSMENT WAS THOROUGH."	"DO NOT TRY AND START AN IV WHILE THE AMBULANCE IS MOVING. PATIENT SAID SHE REQUESTED THEY STOP, AND THEY DID, BUT FEELS THE IV SHOULD HAVE BEEN STARTED BEFORE TAKING OFF FOR THE HOSPITAL."	S. SELMI
82	04/11/2020		"PATIENT STATED THE PARAMEDICS DID THEIR JOBS WELL."		
83	04/08/2020		"PATIENT STATED THEY MADE HIM FEEL COMFORTABLE AND THAT WAS IMPORTANT TO HIM."		
84	04/17/2020		"PATIENT STATED THE PARAMEDICS ACTUALLY HELD HER HAND WHEN SHE NEEDED IT AND		



	DATE OF SERVICE	DESCRIPTION/COMMENTS	WHAT WAS DONE WELL BY REMSA?	WHAT COULD WE DO TO BETTER SERVE YOU NEXT TIME?	ASSIGNED
			THEY ALSO DIMINISHED HER PAIN AND NAUSEA."		
85	04/19/2020		"PATIENT STATED THE MEDICS WERE VERY PROFESSIONAL AND VERY KIND. SHE ALSO NOTED THEY WORKED WELL WITH THE FIREMEN TO GET HER UP AND ALSO GOOD TEAMWORK AND COMMUNICATION AMONGST THEMSELVES."		
86	04/10/2020		"PATIENT STATED THE MEDICS WERE VERY KIND AND SOOTHING. SHE ALSO APPRECIATED THAT THE DRIVER LET HER KNOW WHEN BUMPS WERE COMING UP IN THE ROAD."		
87	04/05/2020	"I HAD PNEMONIA AND THEY TOOK AMAZING CARE OF ME."		"ME AND MY FAMILY WERE VERY IMPRESSED AND DON'T THINK THEY COUDL BE ANY BETTER."	
88	04/07/2020	"THEY WERE SIMPLY AMAZING, THEY FOLLOWED ALL COVID PROCEDURES."		"REMSA HAS ALWAYS BEEN AMAZING, YOUR PARAMEDICS ARE VERY WELL	



	DATE OF SERVICE	DESCRIPTION/COMMENTS	WHAT WAS DONE WELL BY REMSA?	WHAT COULD WE DO TO BETTER SERVE YOU NEXT TIME?	ASSIGNED
		"BOTH MEN WERE JUST WONDEERFUL, SO SKILLED, POLITE, AND CARING. NO COMPLAINTS AT ALL."		TRAINED, AND TREATED ME AND MY MOTHER WITH GREAT RESPECT."	
89	04/25/2020			"THANK YOU FOR EVERYTHING, YOU HAVE TRULY BEEN A BLESSING."	
90	04/05/2020	"EVERYTHING WAS JUST FINE."		"VERY WELL TRAINED MEDICS."	
91	04/21/2020	"VERY KNOWLEDGABLE, AND CARING INDIVIDUALS."		"YOU ARE ALWASY EXCELLENT, I JUST WISH YOUR HOME CARE WAS JUST AS GREAT."	
92	04/25/2020	"VERY CARING PARAMEDICS, THEY TREATED ME SO WELL."		"NO, THEY DID A GREAT JOB, AND TREATED ME WITH RESPECT AND DIGNITY."	
93	04/21/2020	"AMBULANCE IS NOT VERY COMFORTABLE WHEN YOU HAVE TO RIDE BACKWARDS. THEY WERE ABSOLUTELY VERY CARING AND PROFESSIONAL INDIVIDUALS."		"NO, THE ONLY THING I CAN THINK OF WOULD BE TO LET ME SIT FOWARD."	
94	04/23/2020	"THEY PUT ME AT EASE AND EVERY TIME THEY ARE KNOWLEDGABLE, WELL TRAINED ALL AROUND AMAZING		"THEY HAVE ALWAYS BEEN PERFECT IN MY EYES. I JUST HOPE THERE ISN'T A NEXT	



	DATE OF SERVICE	DESCRIPTION/COMMENTS	WHAT WAS DONE WELL BY REMSA?	WHAT COULD WE DO TO BETTER SERVE YOU NEXT TIME?	ASSIGNED
		PEOPLE. I CAN'T SAY ENOUGH GREAT THINGS ABOUT REMSA, YOUR COMPANY HAS ALWAYS PRODUCED THE MOST FANTASTIC PARAMEDICS."		TIME."	
95	04/01/2020	"REMSA HAS VERY PROFESSIONAL PARAMEDICS."		"NO, I CAN'T THINK OF ANYTHING THEY WERE VERY GOOD."	
96	04/17/2020	"THEY'VE ALWAYS TREATED MY HUSBAND VERY WELL."		"NO, THEY TREATED MY HUSBAND EXCELLENT, AND WE REALLY COULD NOT HAVE ASKED FOR BETTER CARE."	
97	04/22/2020	"THEY WERE EXCELLENT WITH HIM. VERY GOOD PARAMEDICS."		"THEY WERE EXTREMELY GOOD WITH HIM, I WAS VERY IMPRESSED WITH HOW WELL THEY TREATED HIM. THANK YOU, FOR YOUR KINDNESS, AND CARE YOU SHOWED MY SON THAT DAY!"	
98	04/12/2020			"THEY WERE GOOD, JUST KEEP UP THE GOOD WORK."	



	DATE OF SERVICE	DESCRIPTION/COMMENTS	WHAT WAS DONE WELL BY REMSA?	WHAT COULD WE DO TO BETTER SERVE YOU NEXT TIME?	ASSIGNED
99	04/28/2020			"THEY ARE VERY GOOD, AND I AM THANKFUL FOR THIS SERVICE."	
100	04/29/2020	"OPERATOR WAS EXCEPTIONALLY HELPFUL. THEY WERE EXCELLENT WITH MY HUSBAND, SO CARING AND KIND."		"YOU REALLY COULD NOT HAVE SENT ANY BETTER MEDICS, THEY WERE GENTLE AND VERY LOVING."	
101	04/13/2020	"SUCH NICE, CARING, KIND, AND PROFESSIONAL MEDICS. I CAN'T THANK YOU ENOUGH FOR ALL YOU DID FOR ME!"	"VERY WELL TRAINED AND CARING PARAMEDICS."	"THEY COULD NOT HAVE DONE ANY BETTER, THEY WERE ABSOLUTELY WONDERFUL."	
102	04/05/2020	"THEY WERE HERE INSTANTLY. THEY WORE ALL PROTECTIVE GEAR, AND WERE VERY PROFESSIONAL AND CARING."			
103	04/02/2020	"THE PARAMEDICS WERE VERY NICE, AND TREATED ME WITH RESPECT."		"NO, THEY WERE EXCELLENT AND I WAS COMPLETELY SATISFIED."	
104	04/23/2020	"THEY WERE VERY GOOD WITH MY WIFE AND WE WERE SATSIFIED."	"VERY SKILLFUL PARAMEDICS."		
105	04/05/2020	"THEY MADE ME LAUGH AND PUT ME AT EASE."		"YOU HAVE ALWAYS BEEN GREAT, REMSA IS ONE 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
				COMPANIES.	
				THANK THOSE	
				TWO NICE MEN	
				FOR ME, I REALLY	
				ENJOYED THEM."	
			FOLLOW UP		
#4 -	7/3/20 0840	), I CALLED THE PHONE		ART. BUT IT IS NOT	A
		BER PER THE MESSAG			
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#### Regional Emergency Medical Services Authority

A non-profit community service using no tax dollars

This information is intended to keep you updated on the current state of the EMS system in Washoe County, as well as respond to questions asked from the Board from the 25<sup>th</sup> of June District Board of Health Meeting. As you may be aware, the COVID-19 pandemic has not only created numerous challenges in the public health and hospital settings, the pre-hospital environment, including REMSA, has been presented with a seemingly endless changing landscape and new challenges. Not all of these challenges have been created by the COVID-19 pandemic and many have been ongoing and seemingly growing for over a decade. However, the current pandemic has highlighted some inefficiencies and vulnerabilities in EMS systems across the nation.

REMSA began experiencing a new challenge at the beginning of March; a rapid decrease in 911 activity that lasted through April and into May. As quickly as that occurred, moving into June, we experienced an unprecedented rapid increase in 911 activity and associated transport volume. Resulting in system overload thresholds that have been reached 20 times in the past 12 weeks, compared with 3 times in the previous 9 weeks. Although the evidence for the rapid increase in incident volume is inconclusive, this increase is qualitatively attributed to numerous stressors: 1) The re-opening of businesses in the region and the associated increase in population activity; 2) Increase in job loss and loss of employer provided insurance, which creates a decrease in access to primary care. This places an increased burden on Emergency Medical Services (EMS), as a safety net for those no longer receiving primary care; 3) Overall restlessness within the community, likely caused from a decrease in employment, closing of businesses, social injustice issues and isolation policies; 4) Increase in Influenza Like Illness requests and responses of patients exhibiting COVID-19 like symptoms.

Additionally, REMSA has reached a milestone of over 100 employees who have been placed on an average of 14 days of self-isolation from COVID-19 symptoms or exposures. Despite REMSA's aggressive infection control measures and having only 4 employees test positive for the virus (a testament to our cautious and effective approach), we are currently experiencing a rapid acceleration of employees requiring self-isolation since the state reopening plan has entered phase II.

The Pandemic Emergency Medical Dispatch (EMD) protocol has been our highest used protocol since implementation in March. In addition, the most responded to dispatch code system-wide is abnormal behavior/psychiatric patients without priority/emergency symptoms. The second most responded to incident type are assaults, again without priority symptoms. These response codes are associated with an 80% and 60% non-transport rate respectively and make up approximately 600 responses per month and are not considered medical emergencies requiring emergency care and rarely result in transport to the emergency department. Although these incidents are a priority two response, they are still responded to with lights and sirens. This practice is inherently dangerous and places our Paramedics/EMTs and the public in danger. These types of responses also contribute to the overall financial picture, as they are non-transports and are not billable incidents.



#### Regional Emergency Medical Services Authority

A non-profit community service using no tax dollars

The COVID-19 pandemic has highlighted many difficulties associated with EMS system design across the nation. Washoe County's EMS system design, not unlike the vast majority of EMS systems across the country, is in an ever-growing environment to change with national healthcare and move away from decades old performance measures. The aforementioned responses to Abnormal Behavior/Psychiatric complaints are an example of a mismatch in the expected role of EMS, expected EMS response practices and the actual patient needs and safe medical treatment. Changes in healthcare nationally are moving systems towards treatment in place, telemedicine, appropriate triage of callers out of the 911 system, and patient guidance management of low acuity callers are just some of the enhanced directions of prehospital care today and in the future.

Even before the current situation of the pandemic of COVID-19, REMSA has been recognized nationally as a leading organization modeling innovations in healthcare towards the future. In order to continue to provide necessary prehospital medical care to our community and in response to the COVID-19 pandemic and the provisions of the Nevada Governor's Emergency Directive #11 and the Crisis Standards of Care that provide for flexibility to modify operations to continue high quality patient care, REMSA is proposing the following recommended changes to the REMSA EMS response system in Washoe County:

- 1. In alignment with Crisis Standards of Care and the Governor's Directives, modify the REMSA franchise agreement to recognize Basic Life Support ambulances and Intermediate Life Support ambulance responses as a means to implement a tiered response system for low acuity 911 callers, and allow those BLS and ILS units to transport appropriate interfacility patients and 911 patients to hospital and alternative destinations by protocol. This will save on the number of required Paramedic staffed ambulances in the 911 system.
- 2. Implementation of Advanced Life Support Ambulance staffing change to one Emergency Medical Technician (EMT) and one Paramedic. The current make-up of one Advanced EMT (AEMT) and one Paramedic creates staffing shortages due to the small numbers of AEMTs, as surrounding states do not recognize AEMTs.
- 3. Increase utilization of Telehealth as an alternative to low acuity emergency complaints. This will increase availability of emergency ambulance resources.
- 4. Discontinue ambulance responses to police standby requests unless the police are verified to have a unit enroute for sub-acute complaints such as assaults without priority symptoms.
- 5. Continue to enhance alternate destination utilization and telehealth for qualifying patients through referrals.
- 6. Reducing priority two response assignments for high-cancellation rate responses with low intervention rates from lights and siren responses to non-lights and sirens responses. Studies have shown lights and sirens response does not improve patient outcomes, nor does it reduce response times by any significant amount for most patients. Examples of these calls are assaults in which REMSA provides a priority two response and a stand-by out of the area for Law Enforcement, and Abnormal Behavior/Psychiatric emergencies.
- 7. Better align priority one calls to those calls in which an average reduced time to respond lights and sirens of less than 4 minutes will produce a better patient outcome. This would limit Priority one responses to witnessed cardiac arrests, acute strokes, severe hemorrhage, severe difficulty breathing,



Regional Emergency Medical Services Authority

A non-profit community service using no tax dollars

cardiac chest pain in patients >35, unconsciousness and a handful of other chief complaints. All other responses would be a priority two or three, non-lights and sirens response.

- 8. Utilize expanded scope Community Health Paramedics on a Quick Response Vehicle (QRV) to act as a "Swiss Army Knife" to provide higher level care to high-acuity patients and provide for better trained personnel to respond to socially driven calls for service, such as behavioral/psychiatric complaints and complaints not likely to be transported such as assaults without priority symptoms.
- 9. Implement a measurement strategy to begin exploring patient outcome and medical intervention metrics for use in future discussions regarding appropriate performance criteria. Appropriate metrics could include: Percent of pre-hospital administration of aspirin in suspected myocardial infarction patients; defibrillation times of witnessed cardiac arrest calls; bystander CPR rates; time of call to therapy times for acute stroke patients; etc.
- 10. Implementation of alternate call-handling and response procedures for patients exhibiting Influenzalike-Illness symptoms, but do not have priority symptoms.

Thank you for your consideration on this matter. Please contact me with any further questions.



# JUNE 2020 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 & COMMUNITY RELATIONS**

VIVIFY ANNOUNCES PARTNERSHIP WITH REMSA

Vivify Health recently announced their partnership with REMSA to help combat the spreading of COVID.



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### REMSA Partners with Vivify Health to Screen Employees for COVID-19

Ground and air ambulance service deploys remote patient monitoring solution to screen and monitor employees for COVID-19

RENO, Nev. and PLANO, Texas, June 9, 2020 /PRNewswire/ -- Vivify Health, the developer of the nation's leading connected care platform for remote patient care, announced today it has partnered with the Regional Emergency Medical Services Authority (REMSA) to implement Vivify's COVID-19 Screening and Monitoring Pathways, enabling both high and low-risk employees to self-screen for COVID-19 at home using their mobile devices.



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### REMSA Partners with Vivify Health to Screen Employees for COVID-19

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RENO, Nev. and PLANO, Texas, June 9, 2020 /PRNewswire/ -- Vivify Health, the developer of the nation's leading connected care platform for remote patient care, announced today it has partnered with the Regional Emergency Medical Services Authority (REMSA) to implement Vivify's COVID-19 Screening and Monitoring Pathways, enabling both high and low-risk employees to self-screen for COVID-19 at home using their mobile devices.

REMSA Partners with Vivify Health to Screen Employees for COVID-19

June 9, 2020 By Chrisie Yabu — Comments

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RENO, Nev. and PLANO, Texas – June 9, 2020 – Vivily Health, the developer of the nation's leading connected care platform for remote patient care, announced today it has partnered with the Begional Emergency Medical Services Authority (REMSA) to implement Vivily's COVID-19 Screening and Monitoring Pathways, enabling both high and low-risk employees to self-screen for COVID-19 at home using their mobile devices,

Willy designed the COVID-19 Screening Pathway to stop the virulent spread of COVID-19 by providing a user-friendly, at-home screening option. By making the solution available on mobile devices, users can continually upload and update their symptoms, which are monitored remotely by providers; users can also receive regular updates based on current CDC guidelines.



Ground and air ambulance service deploys remote patient monitoring solution to screen and monitor employees for COVID-19

37



### **PUBLIC & COMMUNITY RELATIONS**

#### **REMSA SHARES PEDESTRIAN & BICYCLE SAFETY**

In hopes of keeping Washoe County safe while more community members are partaking in outdoor activities, REMSA shared tips on crossing streets and bicycling safely.

### REMSA Community Advisory | Pedestrian and Bicycle Safety

June 25, 2020 By Chrisie Yabu - Comments



With more pedestrians and bicyclists on the road and in your neighborhood, REMSA advises on how you can stay sale and active outdoors

(Reno, Nev.) – With more pedestrians and bicyclists on the road and in your neighborhood, the Regional Emergency Medical Services Authority (REMSA) advises on how you can stay safe and active outdoors as Nevada continues with its Roadmap to Recovery reopening plan. While walking, running, hiking or riding your bike is great exercise for you and your family, there are a few tips to keep in mind so you can remain safe regardless of which activity you are doing.



#### NOT EVEN FOR A MINUTE

REMSA hosted a media event to remind parents not to leave children unattended in cars, "not even for a minute!" The first part of the event included Adam Heinz, Executive Director of Integrated Health, sharing statistics and the importance of this initiative, followed by a mock call of a child left in a car. It then ended with REMSA/ Care Flight's Medical Director, Dr. Jeremy Gonda, discussing the physiological and clinical aspects of the mock call.



# 'Not Even for a Minute': REMSA officials remind parents not to leave kids in cars





#### **REMSA 2019-20 Penalty Fund Reconciliation as of** May 31, 2020

#### 2019-20 Penalty Fund Dollars Accrued by Month

Month	Amount			
July 2019	7,130.32			
August 2019	10,042.40			
September 2019	9,943.68			
October 2019	9,775.68			
November 2019	9,157.92			
December 2019	10,025.76			
January 2020	8,689.45			
February 2020	9,927.81			
March 2020	6,962.72			
April 2020	3,526.71			
May 2020	6,446.45			
June 2020				
Total Penalty Fund				
Dollars Accrued	\$91,628.90			

#### 2019-20 Penalty Fund Dollars Encumbered by Month

Program	Amount	Description	Submitted
CARES (Cardiac Registry to Enahcne Survivability)	1,250.00	50% of Annual Subscription Fee	May 2020
Right Dose Application	(3,800.00)	Refund received - Right Dose - Encumbered in Fiscal Year 2018- 2019 Penalty Fund	May 2020
Total Encumbered as of			

Total Encumbered as of 05/31/2020

(\$2,550.00)

Penalty Fund Balance at 05/31/2020

\$94,178.90



#### REMSA INQUIRIES JUNE 2020

No inquiries for June 2020

#### AGENDA PACKET NO. 8



DD_CA/FV	100
DHO	KD

#### Staff Report Board Meeting Date: July 23, 2020

TO:District Board of HealthFROM:Charlene Albee, EHS Division Director<br/>775-328-2644, calbee@washoecounty.us<br/>Francisco Vega, P.E., AQM Division Director

775-784-7211, fvega@washoecounty.us

**SUBJECT:** Update on current Air Quality Management (AQM) and Environmental Health Services (EHS) permit status along with discussion and possible direction to extend the waiver for the assessment of late fees on AQM and EHS permits from August 10, 2020 until September 10, 2020 in response to economic impacts on the community from the COVID-19 emergency.

#### **SUMMARY**

The Air Quality Management (AQM) and Environmental Health Services (EHS) Divisions are requesting the District Board of Health (Board) consider extending the waiver for the assessment of late fees, in response to the economic impacts on the community from the COVID-19 emergency, from August 10, 2020, until September 10, 2020.

#### 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

June 25, 2020. The Board approved a waiver for the assessment of late fees on Air Quality Management and Environmental Health Services permits, in response to economic impacts on the community from the COVID-19 emergency, until August 10, 2020 with direction to provide an update on the status of permits at the July Board meeting.

March 26, 2020. The Board approved the deferral of annual renewal fee collection for businesses impacted by the COVID-19 emergency for 60 days after the Governor's lifting of restrictions on the business.



Subject: Request to Extend Waiver for the Assessment of AQM & EHS Late Fees until September 10, 2020 Date: July 23, 2020 Page 2 of 2

#### **BACKGROUND**

Washoe County continues to experience significant impacts from the COVID-19 emergency. The full economic impacts of this emergency cannot yet be completely quantified between businesses closing and unemployment. The previously approved fee deferral option was utilized by four (4) AQM facilities and fifty-nine (59) food facilities covering seventy-eight (78) permits.

As previously reported, even with the fee deferral being offered to the community, a number of facilities were still subject to the assessment of a 25% late fee due to permit fees not being submitted by their due date. At the June Board meeting, AQM had twenty (20) permits and EHS had (154) late food facilities. As of this report, AQM now has (20) permits at a value of \$14,912.00 and EHS has (347) late facilities across all programs totaling \$145,719.00, which does not include the late fees. Recognizing the continued economic challenges businesses are facing, staff is requesting the Board extend the waiver for the assessment of late fees from August 10, 2020, until September 10, 2020.

The previous August 10, 2020 date aligned with the 60-day fee deferral from the reopening of Casino facilities on June 4, 2020 and accommodated each of the previous phases. As of July 10, 2020, the Governor's directive returned a number of facilities including bars to Phase I restrictions in response to the increase in COVID-19 cases and hospitalizations across the state. The request to extend the waiver for assessment of the late fees is in response to this action and the increasing difficulty to track which facilities are in each of the phases and when fees are due per the deferrals.

#### FISCAL IMPACT

Should the Board provide direction to extend the waiver for the assessment of late fees, it is expected a significant portion of the lost revenue would be offset by the staff hours saved manually processing the late fees. Additionally, the fiscal impact may be considered an investment in the economic health of the business community.

#### **RECOMMENDATION**

Staff recommends the Board provide direction to extend the waiver for the assessment of late fees on Air Quality Management and Environmental Health Services permits in response to economic impacts on the community from the COVID-19 emergency from August 10, 2020 until September 10, 2020.

#### **POSSIBLE MOTION**

Should the Board agree with staff's recommendation, the motion would be:

"Move to extend the waiver for the assessment of late fees on Air Quality Management and Environmental Health Services permits in response to economic impacts on the community from the COVID-19 emergency from August 10, 2020 until September 10, 2020."

#### **DBOH AGENDA PACKET #9**



#### STAFF REPORT Board Meeting Date: July 23, 2020

DATE:	July 17, 2020
TO:	District Board of Health
FROM:	Kevin Dick, District Health Officer 775-328-2416; <u>kdick@washoecounty.us</u>
SUBJECT:	Review and update on COVID-19 Emergency Response Activities

The Washoe County Health District (WCHD) has continued to respond to the COVID-19 pandemic. Since the update provided at the June 25, 2020 District Board of Health meeting the Health District has continued to provide Community Based Testing through the drive through Point of Screening and Testing (POST) at the Livestock event Center, assisted partners in providing a mobile POST at Miguel Ribera Park, provided test collection kits to assisted living facilities and first responders, completed the Seroprevalence study and announced the results, has brought on long term staff for contract tracing, call center, and POST testing and operations to replace Guard members and redeployed Health District staff. The longer-term staffing effort continues with recruitments and with building out additional office space and procuring computers, phones, and other necessary equipment and supplies.

#### Community Based Testing at the POST

The Health District, Nevada Guard and volunteer partners continue to do an excellent job of efficiently operating the POST. We have experienced an increased demand for testing and have increased hourly throughput at the POST. Due to the increased demand, the POST has increased operations from 3 days to four days per week the weeks of June 13 and 20, and plans are being developed to expand to five day per week operations. The PPE used for specimen collection at the POST causes concern of overheating in the summertime temperatures.

#### Mobile POSTs

The Health District provided assistance and support to Health Plan of Nevada for a mobile POST they operated on June 26 and 27 at Miguel Ribera Park.

#### Distribution of Test Collection Kits

The Health District has provided test collection kits to first responders for testing of staff, and long-term care and assisted living facilities for testing of residents and staff. 715 collection kits were provided to skilled nursing facilities and first responders since the June 25 DBOH update. Medical directors of



Date: July 23, 2020 Subject: COVID-19 Emergency Response Activities Update Page: 2 of 3

long-term care and assisted living facilities are also being registered with the State lab through this effort and are able to secure resupply directly from the lab.

## Seroprevalence Study

The Washoe County Health District and the University of Nevada, Reno, School of Community Health Sciences completed a public health surveillance study to better estimate the prevalence of COVID-19 in Washoe County. The study included 1,270 randomly selected households from 128 unique census blocks in Washoe County. There were 234 adult participants who responded and provided a blood sample for a COVID-19 antibody test June 9-10. The results from the 234 tests were weighted based on the current adult population and demographic data (race/ethnicity, age and sex) available for Washoe County.

The results, with a 95 percent confidence interval, show:

• True number of infections in Washoe County is higher than what's reported. An estimated 2.3 percent of adult Washoe County residents are estimated to have been infected with COVID-19 as of June 10 according to the study. That means that approximately 8,230 adults may have been infected by that date (only adults 18+ were eligible to be tested). That figure is at least 4.5 to 5 times higher than the number of cases actually reported on June 10, which was 1,832 (Includes all ages).

• Percentage of COVID-19-related deaths is lower than what's reported. The case fatality ratio (CFR) in Washoe County from COVID-19 based on polymerase chain reaction (PCR) confirmed positive cases was 3.66 percent on June 10; however, the study estimates a 0.81 percent CFR based on the estimated number of infections which had occurred by that date. On June 10, there were 67 reported COVID-19-related deaths in Washoe County.

• Hispanic community under-represented: About 11 percent of study participants identified as Hispanic, which is much lower relative to both the general population as well as the current proportion of COVID-19 infections in Washoe County Hispanic Community. Current census data shows that persons who identify as Hispanic make up about 25 percent of the overall population in Washoe County. Among the 3,295 cases reported on July 7, 40.8 percent of those cases identified as Hispanic. POST Relocation

## Staffing for Testing, Case Investigation, and Contract Tracing

We have been working with the UNR Public Health Training Center and through the County hiring process to bring on staffing longer-term for the COVID-19 response.

• We have hired eight additional call center staff including a manager and office support specialist and are in the processes of hiring additional staff through the University of Nevada, Reno to support the call center.

Date: July 23, 2020 Subject: COVID-19 Emergency Response Activities Update Page: 3 of 3

- WCHD has currently hired nine nurses for increased testing and is still hiring additional ones along with six community health aides to assist at the POST. We are working with REMSA to secure additional EMT staffing to assist with specimen collection at the POST.
- 29 additional case investigators have been hired to replace the National Guard and additional hiring is taking place including for lead investigators and epidemiologists for continued COVID-19 Investigations.
- An Office Support Specialist and Administrative Assistant position have been hired to help with oversight and support of call center and case investigation efforts.
- A COVID Project Manager and a Grants Manager have been hired to manage the call center, testing, and contract tracing work and reporting for the ELC grant.

WCHD will be part of the new statewide system to complete contact tracing offsite. We are working with the State to and Deloitte on the design of a SalesForce platform for case investigation and contract tracing and to begin utilization of Deloitte contract tracing staff to assist with Washoe County case contacts.

## AGENDA PACKET NO. 10A

DD_FV	
DHO	KD

## Air Quality Management Division Director Staff Report Board Meeting Date: July 23, 2020

 DATE: July 23, 2020
 TO: District Board of Health
 FROM: Francisco Vega, P.E., Division Director 775-784-7211; fvega@washoecounty.us
 SUBJECT: Program Update – Clean Cars Nevada Initiative, Divisional Update, Program Reports, Monitoring and Planning, Permitting and Enforcement

## 1. Program Update

WASHOE COUNTY HEALTH DISTRICT

a. On June 22, 2020, Governor Steve Sisolak announced the Clean Cars Nevada initiative, which will evaluate the adoption of new regulations to provide Nevadans with more choices for low and zero emission electric passenger cars and trucks at dealerships throughout the state beginning in 2024. The initiative, which follows an updated statewide greenhouse gas emissions inventory and projections report, issued earlier this year as required per Senate Bill 254 from the 2019 Legislative Session. In addition to increasing consumer options, it will assist in advancing the State's climate change and sustainability goals, reduce harmful air pollution from cars and trucks on Nevada roads, and strengthen the economy. Senate Bill 254 and Executive Order 2019-22 established goals to reduce emissions by 45 percent from 2005 levels by 2030 and achieve carbon neutrality by 2050.

"Now more than ever, it is critical for Nevada to continue accelerating efforts to address climate change including capturing the many benefits of sustainable transportation options for Nevadans," said Governor Sisolak. "Now is the time to set a new trajectory that will lead to healthier communities across the Silver State and establish Nevada as a leader in the clean transportation economy. For the sake of Nevada's future, and our children's future, we are taking action. This kind of decisive action is the first of many steps we will be taking as part of my commitment to addressing climate change under the State of Nevada Climate Initiative."





The new set of regulations being proposed would incorporate two components of California's benchmarks that would set new tailpipe emission standards for light and medium-duty vehicles sold in the state starting in 2024. Further the regulations require dealerships to sell a certain percentage of zero-emission vehicles. Nevada would be joining fourteen other jurisdictions which have adopted the stricter California regulations including Colorado, Connecticut, Delaware, Maine, Maryland, Massachusetts, New Jersey, New York, Oregon, Pennsylvania, Rhode Island, Vermont, Washington state and Washington, D.C. Two other states, New Mexico and Minnesota, have announced intentions to adopt the regulations, as well.

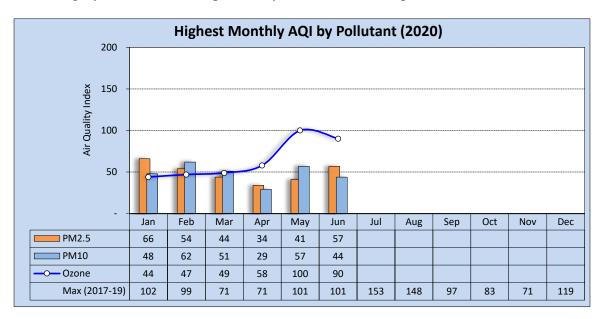
In terms of local effects, Washoe County is at or above the health-based National Ambient Air Quality Standard (NAAQS) for ozone established by the Environmental Protection Agency's (EPA). Moreover, in Washoe County, the transportation sector accounts for approximately 50% of the county's emissions which contribute to the formation of ozone.

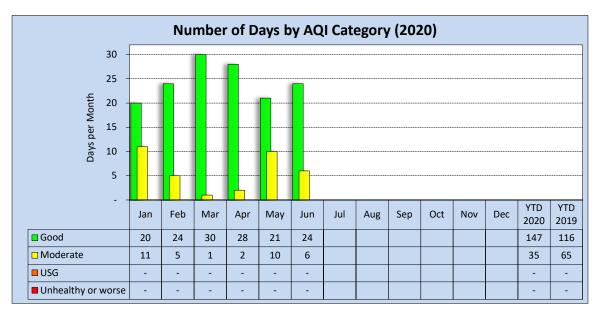
During the next year and half, the Nevada Division of Environmental Protection (NDEP) will engage with stakeholders and convene public workshops to gather comprehensive input and feedback across all impacted sectors of the Washoe County's economy and throughout every community in Nevada. Input from the stakeholder will inform the design of the proposed regulation in advance of its consideration by the State Environmental Commission and state Legislative Commission.

Francisco Vega, P.E., MBA Division Director Date: July 23, 2020 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: July 23, 2020 Subject: AQM Division Director's Report Page 4 of 6

### 3. Program Reports

#### a. Monitoring and Planning

<u>June Air Quality</u>: There were no exceedances of any National Ambient Air Quality Standard (NAAQS) during the month of June. The highest 8-hour ozone concentration of 0.066 ppm occurred on June 26 at Incline Village.

<u>Improving Air Quality at the Reno-Tahoe International Airport (RTIA)</u>: The air will soon be a little bit cleaner in the Truckee Meadows thanks to two (2) projects at the RTIA. Southwest and United Airlines will be replacing a total of 70 pieces of diesel and gasolinepowered airport ground support equipment (GSE) with electric GSE. Southwest and United account for more than half of the passenger market share at RTIA. GSEs are essential to provide needed services to move passengers, baggage, and supplies to/from the aircraft. The conversion to electric GSE will remove 70 tons of NOx. To help cover a



portion of the costs, these airlines successfully applied for and were awarded approximately \$900,000 of Volkswagen Settlement Funds (<u>https://ndep.nv.gov/air/vw-settlement</u>). A condition of this award is that the GSE to be replaced must be destroyed to prevent airlines from transferring pollution to another part of the country or world.

A second project at the RTIA will complement the GSE electrification project. The Reno Tahoe Airport Authority (RTAA), which operates the Reno-Tahoe International and Stead Airports, will be receiving a Voluntary Airport Low Emissions (VALE) grant for installation of electric GSE charging infrastructure. AQM provided a letter of support for this project. Introducing charging stations and electric GSE to RTIA is a critical first step in achieving a zero tailpipe emissions GSE fleet. Kudos to the RTAA, Southwest, and United for doing better than business as usual!

<u>Air Monitoring Network Expansion on Hold</u>: The AQM monitoring network has evolved through the decades and adjusted to our region's growth patterns. As a cost savings measure due to COVID-19, a proposed new monitoring station in West Reno will be delayed until at least FY21-22. A West Reno station has been in AQM's long-range plans since 2010. Staff will continue to identify candidate locations that comply with EPA siting criteria.

Daniel Inouye Chief, Monitoring and Planning



Date: July 23, 2020 Subject: AQM Division Director's Report Page 5 of 6

#### b. Permitting and Compliance

#### June

Staff reviewed thirty-five (35) sets of plans submitted to the Reno, Sparks or Washoe County Building Departments to assure the activities complied with Air Quality requirements.

In June 2020, Staff conducted eleven (11) stationary source inspections, twenty (20) gasoline station inspections and two (2) initial compliance inspections. Staff was also assigned twenty-two (22) new asbestos abatement projects, overseeing the removal of approximately 506,760 square feet and 6,040 linear feet of asbestos-containing materials. Staff received five (5) new building demolition projects to monitor. Further, there were twenty-two (22) new construction/dust projects to monitor. Staff documented twenty-two (22) construction site inspections of approximately 300 opened acres. Each asbestos, demolition and construction notification project are monitored regularly until each project is complete and the permit is closed. During the month enforcement staff also responded to seventeen (17) complaints.

	20	20	20	19
Type of Permit	June	YTD	June	Annual Total
Renewal of Existing Air Permits	104	503	108	1,086
New Authorities to Construct	5	30	2	52
<b>Dust Control Permits</b>	22 (309 acres)	58 (708 acres)	19 (233 acres)	197 (2,436 acres)
Wood Stove (WS) Certificates	46	200	44	442
WS Dealers Affidavit of Sale	4 (3 replacements)	41 (31 replacements)	3 (2 replacements)	118 (83 replacements)
WS Notice of Exemptions	599 (2 stoves removed)	3098 (15 stoves removed)	843 (2 stoves removed)	8,353 (80 stoves removed)
Asbestos Assessments	53	314	95	1,034
Asbestos Demo and Removal (NESHAP)	27	122	33	300

	20	20	20	19
COMPLAINTS	June	YTD	June	Annual Total
Asbestos	2	5	1	11
Burning	0	7	0	14
Construction Dust	6	46	10	74
Dust Control Permit	0	0	2	6
General Dust	5	21	4	35
Diesel Idling	1	1	0	4
Odor	1	2	0	31
Spray Painting	1	5	0	3
Permit to Operate	1	1	1	8
Woodstove	0	1	0	2
TOTAL	17	89	18	188

NOV's	June	YTD	YTD June	
Warnings	0	0	1	27
Citations	0	0	1	15
TOTAL	0	0	2	42

Mike Wolf Chief, Permitting and Enforcement

# AGENDA PACKET NO. 10B



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# Community and Clinical Health Services Director Staff Report Board Meeting Date: July 23, 2020

DATE:	July 10, 2020
TO:	District Board of Health
FROM:	Lisa Lottritz, MPH, RN 775-328-6159; llottritz@washoecounty.us
SUBJECT:	Divisional Update – STD Awareness; Data & Metrics; Sexual Health (HIV and Disease Investigation), Immunizations, Tuberculosis Prevention and Control Program, Reproductive and Sexual Health Services, Chronic Disease Prevention Program, Maternal Child and Adolescent Health and Women Infants and Children.

## 1. Divisional Update -

a. STD Awareness - Sexually transmitted diseases (STDs) continue to rise nationwide and in Washoe County, contributing significantly to disease burden among our community. According to the Centers for Disease Control and Prevention (CDC) approximately 20 million new cases of STDs occur annually in the United States, with approximately half occurring among persons aged 15-24 years. STDs account for \$16.9 billion in direct health care costs. Severe complications can arise from STDs including infertility, ectopic pregnancy, and congenital infection (infected mother to baby transmission). HIV acquisition and transmission risk increase when another STD is present, increasing the risk three-to-five times.

Nevada ranks high in reported STD cases nationally. In 2018, Nevada ranked 14<sup>th</sup> in chlamydia case rates (584.0/100,000 population) and 12<sup>th</sup> in gonorrhea case rates (216.0/100,000 population). Regarding syphilis, Nevada ranked first (22.7/100,000 population) for Primary & Secondary syphilis and second for congenital syphilis case rates (85.5 per 100,000) nationally (2018). In 2018, Nevada ranked fifth in the nation for new HIV infections with a rate of 16.8/100,000 population and eighth for AIDS diagnoses (6.8/100,000). Communities of color and those experiencing health disparities are disproportionately impacted by STDs and HIV nationally and in Washoe County.



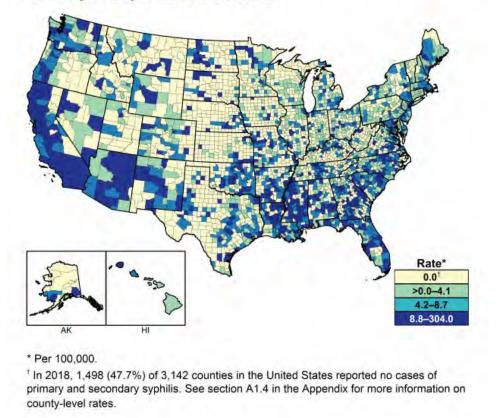
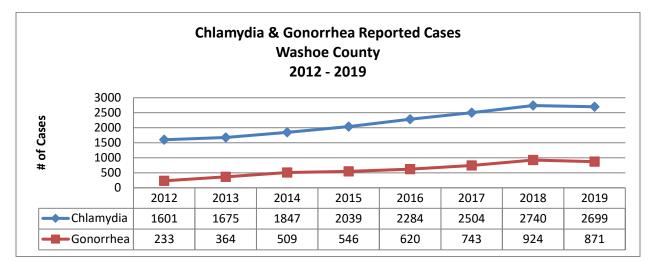
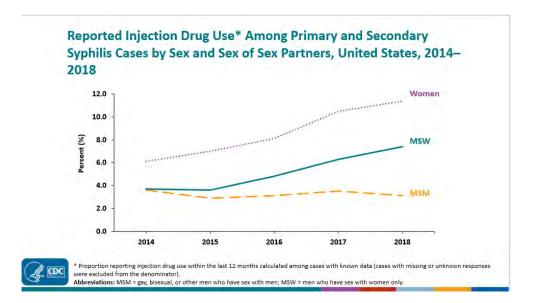


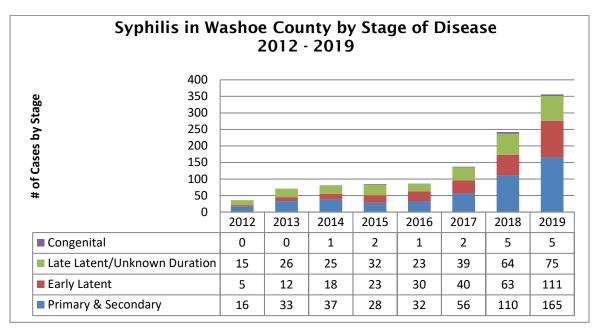
Figure 38. Primary and Secondary Syphilis — Rates of Reported Cases by County, United States, 2018

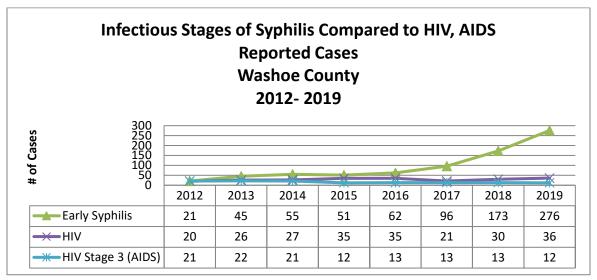
High case numbers and focus on syphilis investigations have led to a prioritization of disease investigations for the reportable STDs of chlamydia, gonorrhea and syphilis. Chlamydia and gonorrhea cases had a steady increase from 2014 – 2018 yet decreased slightly in Washoe County from 2018 to 2019 with a decrease of 1.5% in chlamydia and 5.7% in gonorrhea cases reported. To shift resources to the higher priority of syphilis, contact tracing for chlamydia and gonorrhea ceased in 2019. Staff verify that a reported case has been treated per current CDC's STD Treatment Guidelines and offer treatment to those who have not received it by their healthcare provider. Clients are asked to inform their sexual partners of their infection, leaving the responsibility of follow up to the client and their contacts. This response may have contributed to the decrease in chlamydia and gonorrhea cases reported during 2019, as contacts may not have presented for testing. From 2018 to 2019, Washoe County reported a 166% increase in Primary & Secondary stage syphilis cases, the most infectious stages of disease. Congenital syphilis cases have remained at 5 cases per year for the past two years.



The highest priority of investigation is dedicated to syphilis cases due to the serious complications that may lead to numerous negative health outcomes, including death, as well as the risk of congenital syphilis transmission. Per the CDC's 2018 STD Surveillance Report, "Syphilis is an important risk factor for adverse pregnancy outcomes. The consequences of untreated maternal infection can include fetal and infant death, preterm birth, and congenital infection in a proportion of surviving infants, resulting in both physical and mental developmental disabilities. Most cases of congenital syphilis are preventable if women are screened for syphilis and treated early during prenatal care." Infections have mostly occurred among men who have sex with men (who may also have female partners) and have been increasing among females. Substance use, including injection drug use, has been reported by syphilis cases, with an increase among women with infectious syphilis. The Western region of the United States also reports higher case numbers of syphilis correlated with injection drug use of methamphetamines, heroin along with reported sexual contact with a person who injects drugs (CDC, 2018). These factors also increase HIV risk due to riskier sexual encounters and injection drug use.





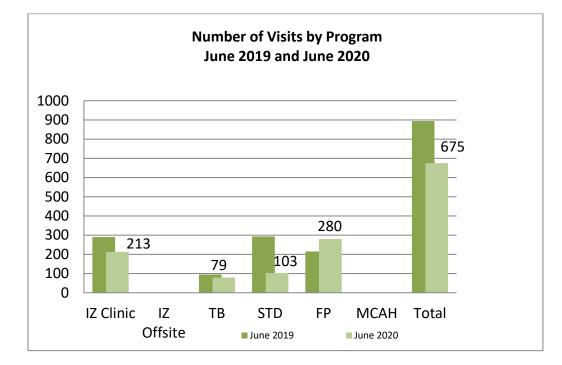


The CDC recognizes the role of local health jurisdictions in the surveillance, prevention, testing and treatment of STDs, while recognizing that healthcare providers have a critical role as well. To that end, the CDC released *Recommendations for Providing Quality Sexually Transmitted Disease Clinical Services, 2020* (STD QCS) offering healthcare providers and facilities with guidance on providing the highest quality STD care through assessment and enhancement of clinical operations. WCHD Sexual Health Program staff support the emphasis on increasing healthcare providers ability and willingness to provide STD services, by offering technical assistance to providers in the areas of testing, treatment, and disease reporting. Staff track providers that have challenges in the aforementioned areas and disease investigators follow up with education and resources. Staff also partner with UNR's AIDS Education and Training Center to offer continuing education credits to providers that participate in STD and HIV trainings offered on an annual basis. These activities support the CDC's recognition that improved STD care is needed in primary care and STD specialty care settings, such as STD

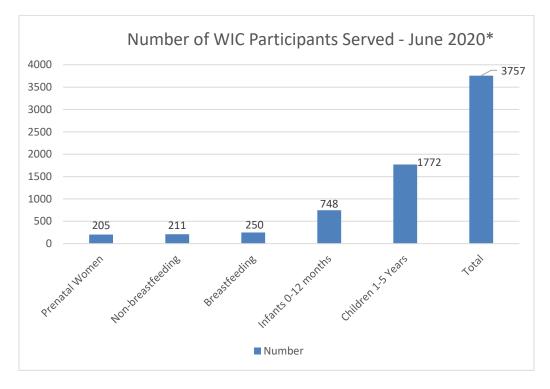
Subject: CCHS Division Director's Report Date July 23, 2020 Page 5 of 9

clinics, due to people receiving services at different access points, including primary care, emergency rooms, community health centers and specialty providers. In addition, the burden of providing sexual health services cannot lie on local health departments and sexual health clinics.

By bringing awareness of the impact of STDs in Washoe County as well as the opportunities for intervention, the Sexual Health Program is moving forward with the goal of engaging community providers to address STDs and sexual health in their practices. The Sexual Health Clinic at WCHD continues as a safety net provider for the public. However, with the increased burden of STDs, more resources are needed for disease prevention and promotion of positive sexual health outcomes.



## 2. 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.

### 3. Program Reports – Outcomes and Activities

**Sexual Health (Outreach and Disease Investigation)** – Due to COVID-19, offsite testing outreach has not continued. Staff have been communicating with community partners on their availability, willingness and access to provide testing to high-risk community members while preventing COVID-19 transmission. Requests for testing from the public continue, with community members indicating that they will not test for STDs and HIV until free testing opportunities are available.

Staff have been documenting community healthcare providers that have demonstrated challenges to timely disease reporting and appropriate testing and treatment. Disease investigators are assigned to providers and continue to provide education on following CDC's STD Treatment Guidelines and disease reporting required by NRS 441a. In addition, staff are developing criteria to recognize providers who have displayed excellent service provision related to HIV and STD services or demonstrated an improvement in providing services and/or disease reporting. Partnering with area providers is critical in addressing the increasing burden of STDs in Washoe County.

**Immunizations** – The Immunization Program submitted two grants to the State: Enhanced Influenza Funding and CARES (Coronavirus Aid, Relief, and Economic Security) funding. The purpose of the funding is to increase influenza vaccination coverage, decrease stress on the health care system during the COVID-19

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pandemic, enhance efforts for mass vaccination events to prepare for COVID-19 vaccination by practicing with influenza vaccination and enhance partnerships and outreach to high-risk populations. Flu enhancement activities will focus on adults at higher risk from COVID-19 and influenza, including staff and residents of long-term care facilities (LTCFs), adults with underlying illness and comorbidities, African Americans, Hispanics, persons experiencing homelessness, inmates at the county jail, and adults who are part of the essential infrastructure workforce.

Nursing staff continue to assist with COVID-19 testing at the POST in addition to providing clinical services in the Immunization clinic and follow up on grant related activities. As Nevada entered phase 2 of reopening, the State has allowed VFC coordinators to schedule and conduct VFC compliance visits with providers to catch up on grant deliverables. Clerical staff are busy with on-site clinic activities and conducting immunization reminder and recall interventions by phone to families to promote catch up immunization or reminder of upcoming immunizations. Intermittent hourly RNs for the Immunization Program have been integral in assisting with COVID-19 testing at the POST and REMSA as well as helping with COVID-19 contact investigations.

The 2019-2020 flu vaccine expired on June 30, 2020, marking an end to flu vaccine administration for the season. The Immunization Program administered 1,465 doses of flu vaccine onsite and 2,136 doses offsite, for a total of 3,601 doses. The Statewide Immunization Subgrantee Meeting will be held virtually on July 22<sup>nd</sup> and 23<sup>rd</sup>. All IZ core staff will attend to discuss FY21 grant related activities. Staff are planning three Back to School immunization events in August in collaboration with Family Health Festival, Immunize Nevada and Boys and Girls Club.

**Tuberculosis Prevention and Control Program** – The TB program is in transition with staffing; Sonya Smith was promoted to Public Health Nurse Supervisor for COVID-19 response, Lisa Iacoboni has accepted the assignment in TB, filling the vacancy from Sonya's departure. Lisa was previously assigned to the Sexual Health and FIMR programs.

Staff are working with two new active pulmonary TB cases and one ongoing ocular case.

- 1. Case originally from India, first month of treatment completed and well tolerated. Direct Observed Therapy (DOT) has been seamless, and the contact investigation is in process.
- 2. Case originally from the Philippines and currently hospitalized, co-infected with a COVID-19 diagnosis. This is a complicated case with significant past medical history for lung cancer and ocular melanoma.
- 3. Treatment is on hold for the ocular case where a definitive diagnosis is not possible. Infectious Disease physician is working with the ophthalmologist for future recommendations.

QuantiFERON (QFT) testing in the community has continued at its usual pace despite the COVID-19 response. Primary care provider and hospital referrals come in daily for individuals at high risk for TB. Since these comprise a large part of daily work staff have implemented entering encounters into the EMR for these highSubject: CCHS Division Director's Report Date July 23, 2020 Page 8 of 9

risk suspects in order to track time invested on these cases. The encounters will also help when researching past cases and in the ongoing goal to convert to a paperless system.

No new B1 immigrant evaluations are pending due to restrictions on international travel; a total of 11 have been evaluated since the beginning of the year with two minor refuges. Civil surgeon referrals are picking back up with at least five since the beginning of the year.

There has been an impurity detected in Rifapentine. (a nitrosamine that is a potential carcinogen). FDA has <u>not</u> recalled the drug. Sanofi pharmaceutical has paused production which will create a shortage. Direction has been given that it is ok to complete therapy for anyone currently using this regimen (3HP). We have four patients on this regimen now, and an adequate supply to complete their treatment. We reviewed the situation with Dr. Krasner and will not start any new patients on this regimen until more information on the safety of this drug is received.

**Reproductive and Sexual Health Services** –The Family Planning Sexual Health Program continues to serve clients with safety procedures in place for COVID-19. Supervisors, RNs and Community Health Aides continue to support the POST as needed. Intermittent hourly APRNs have returned to clinic duties. Medical residents and nurse practitioner students began their clinic rotations in July 2020. Staff attended three virtual events; Women's Health Connection, Title X Leadership Conference and Leading the Way When Nothing is Certain. Staff attended a meeting to explore offering family planning, sexual health and immunization services to residents at Our Place women's shelter, an Interlocal Agreement is being developed. The final progress report for Title X was completed in June.

**Chronic Disease Prevention Program (CDPP)** – Three of the four full time staff are committed to the COVID-19 response between 24 and 32 hours a week as disease investigators. Staff conducted an interview promoting Smoke free Casinos - <u>Smoke-free casinos will be reality as masks are required; experts call for permanent ban</u>

**Maternal, Child and Adolescent Health** (**MCAH**) – The Fetal Infant Mortality Review (FIMR) team has continued to meet and review cases virtually. FIMR related community meetings have been attended virtually. Co-coordinator Lisa Iacoboni has transferred to the TB program. The FIMR team welcomes Alex Velasco as the new co-coordinator. The FIMR team is considering putting forth recommendations for a campaign featuring the Count the Kicks App. Staff have met virtually with the Executive Board of Count the Kicks and are looking for resources to move this initiative forward. COVID-19 Pregnancy Support Resources were added to the Nevada Department of Public and Behavioral Health website based upon a recommendation from the FIMR team. Cribs for Kids services continue to be provided as needed. Nurses continue to provide follow-up on children with high lead levels and abnormal metabolic screenings.

**Women, Infants and Children (WIC)** – One June 23, 2020 the USDA informed Nevada that waivers were extended through July 3, 2020. These waivers allow staff to provide services to clients without the requirements

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of physical presence, allows for remote benefit issuance, and eliminates the need for updated medical documentation.

Waivers are requested on a monthly basis and the State WIC office will review the COVID status before submitting for an extension in August. Our WIC clinics have an implementation plan in place for when clients return to the office, regardless of the waiver dates.

One WIC staff member has been assigned to the COVID response 35 hours a week.

**COVID-19 Response** – 5,767 Point of Screening and Testing (POST) tests were conducted in June. Sonya Smith was promoted to Public Health Nurse Supervisor on June 22, 2020. She will be supervising the clinical portion of the POST operation. Interviews are in progress for Intermittent Hourly Registered Nurses to conduct COVID testing at the POST.

# AGENDA PACKET NO. 10C



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Environmental Health Services Division Director Staff Report Board Meeting Date: July 23, 2020

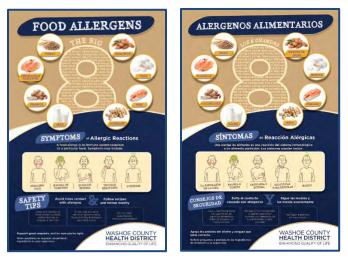
DATE:	July 10, 2020
TO:	District Board of Health
FROM:	Charlene Albee, Director 775-328-2644; <u>calbee@washoecounty.us</u>
SUBJECT:	Environmental Health Services (EHS) Division Program Updates: Consumer Protection (Food, Food Safety, Commercial Plans, Permitted Facilities); Environmental Protection (Land Development, Drinking Water, Vector, WM/UST); and Inspections.

### **Program Updates**

## A. Consumer Protection

## Food/Food Safety

- The Food Safety Program has launched an educational campaign on the 8 Major Food Allergens.
- this campaign Media for includes advertisements on billboards, radio and social media. Field Inspectors have also been handing out an informative allergen poster and reviewing the 'Big 8' food allergens during routine inspections. During our 2017 study on the Occurrence of Foodborne Illness Risk Factors in Washoe County, food establishments were found to be 'Out' of compliance on allergen awareness more than 50% of the time. A media campaign and the development of educational outreach material on food allergen awareness was identified as one our food safety risk factor intervention strategies in the 2017 study.



• Special Events/Temporary Food – The program has been drastically stalled by COVID-19, down 92% YTD compared to 2019. A few smaller events such as Farmer's Markets have seen some food and sampling permits issued. No events are being approved with over 50 people at this time. With new information and COVID-19 directives coming out, EHS has been informing all customers applying for a temporary food permit that our agency will not be responsible if their event is cancelled or if it is denied by the Cities (Reno/Sparks). The applicant may not be able to receive a refund if their event is cancelled or terminated prematurely. The Cities have been restricting events based on the COVID-19 directives and we are reminding applicants that they need to get the proper approvals from the Cities before applying for a permit.



Date: July 23, 2020 Subject: EHS Division Director's Report Page: 2 of 3

• Epidemiology (EPI) –

Epidemiology	JAN 2020	FEB 2020	MAR 2020	APR 2020	MAY 2020	JUN 2020	2020 YTD
Foodborne Disease Complaints	20	20	11	4	7	6	68
Foodborne Disease Interviews	14	12	5	1	3	4	39
Foodborne Disease Investigations	0	1	0	0	0	2	3
CD Referrals Reviewed	12	9	13	1	0	2	37
Product Recalls Reviewed	3	1	7	5	4	6	26
Child Care/School Outbreaks Monitored	13	22	8	0	0	0	43

Commercial Plans

• Overall numbers continue to be down when compared to the same period in 2019, however plan numbers remain relatively similar when compared to 2018. Monthly inspection totals have remained relatively steady throughout 2020. Services have been consistently maintained in a timely manner while two team members have been permanently reassigned to the COVID-19 response and one additional team member has been intermittently assigned.

Community Development	JAN 2020	FEB 2020	MAR 2020	APR 2020	MAY 2020	JUN 2020	2020 YTD	2019 TOTAL
Development Reviews	22	33	38	37	29	39	198	373
Commercial Plans Received	97	90	117	88	94	95	581	1,325
Commercial Plan Inspections	33	30	38	20	35	25	181	395
Water Projects Received	9	5	3	2	3	7	29	87
Lots/Units Approved for Construction	158	108	85	68	184	209	812	1,337

Permitted Facilities

- Child Care Inspections have remained on track with license and health permit expiration dates. Staff from EHS is working with Human Services Agency to advise childcare operators on COVID-19 guidelines and control measures.
- Mobile Home/RV Parks Inspections are at 54% for the year.
- Pools/Spas/Aquatic Pools started opening in early June as allowed with initiation of Phase 2 guidelines for COVID-19 Recovery. Since then, staff from EHS has conducted more than 125 inspections for pools at locations in which Certified Pool Operators (CPOs) have submitted their self-opening forms. Public spas are still closed on Phase 2 guidelines.
- Schools EHS staff has taken the lead on the Outbreak Response Plan with the Washoe County School District (WCSD) as a follow up to the WCSD Re-opening Plans and Guidelines for the Fall 2020 semester. The intent is to have a plan for both COVID and non-COVID outbreaks.
- Training Two REHS Trainees returned to EHS from COVID-19 Response and have started to train in subprograms and inspection areas. Schedules have been set for both in Permitted Facilities inspections through November. Both successfully completed the CPO Course in early July.

## **B.** Environmental Protection

### Land Development

- Land Development septic plan intake was at 295 versus 461 from 2019, or down approximately 37% through July 1. Well plans remain elevated, with 61 plans to date this year versus 32 in 2019.
- Training resumed with new team members returning from COVID1-19 response duties. A goal was set to complete basic training within one month to allow for better distribution of workload amongst staff. The trainees are progressing rapidly and already working independently on basic inspections and plan review.

Date: July 23, 2020 Subject: EHS Division Director's Report Page: 3 of 3

• Construction inspections continue to fill up all available time slots each day. With the current reduced staffing, this has kept plan review time frames at about 2 weeks. As inspection work is distributed to new staff, it is expected that those time frames will be reduced.

Land Development	JAN 2020	FEB 2020	MAR 2020	APR 2020	MAY 2020	JUN 2020	2020 YTD	2019 TOTAL
Plans Received (Residential/Septic)	53	58	43	45	37	54	290	913
Residential Septic/Well Inspections	72	99	102	76	77	87	513	1,051
Well Permits	10	14	7	14	14	11	70	72

Safe Drinking Water (SDW)

- After approximately one month of being released from COVID-19 response duties, the one staff member trained in Safe Drinking Water activities was returned to COVID-19 response. Safe Drinking Water sanitary surveys ceased temporarily due to the reassignment.
- Training of an additional staff member is a high priority and is expected to begin by the end of July. The delay on this is the training of staff in the Land Development program, in order to free up capacity for training in Safe Drinking Water.
- Although staff capacity is severely limited and surveys are behind schedule, the program continues to meet the basic contractual requirements of the State. The goal is still to meet all targets by the end of the year.

### Vector-Borne Diseases (VBD)

• Mosquito numbers continue to remain low to moderate. No mosquito-borne viruses have been detected. No aerial larvicide conducted in June.

Service Requests	JAN 2020	FEB 2020	MAR 2020	APR 2020	MAY 2020	JUN 2020	2020 YTD
Tick Identifications	4	2	0	0	3	9	18
Rabies (Bat testing)	1	1	0	0	3	4	9
Mosquito Fish Requests	2	1	0	0	3	5	11

Waste Management (WM)/Underground Storage Tanks (UST)

• The June UST report was submitted on time to the Nevada Division of Environmental Protection (NDEP) with over 15 LD (Leak Detection) inspections completed for the month (usually around 10). NDEP was provided an update on the completed 2019 Recycling report at their request. WM inspections continue to be completed in a timely manner.

## EHS 2020 Inspections

	JAN 2020	FEB 2020	MAR 2020	APR 2020	MAY 2020	JUN 2020	2020 YTD	2019 TOTAL
Child Care	21	6	9	0	5	13	54	225
Food/Exempt Food	471	604	279	133	347	486	2,320	9,056
Schools/Institutions	21	39	32	0	0	2	94	544
Tattoo/Permanent Make-Up (IBD)	3	4	5	0	1	5	18	177
Temporary IBD Events	1	0	0	0	0	0	1	84
Liquid Waste Trucks	6	9	18	0	4	14	51	189
Mobile Home/RV Parks	17	30	8	16	46	31	148	223
Public Accommodations	5	17	1	0	1	0	24	199
Aquatic Facilities/Pools/Spas	13	24	30	0	1	99	167	2,441
RV Dump Station	0	5	0	2	0	1	8	25
Underground Storage Tanks	2	3	0	0	0	0	5	0
Waste Management	9	26	7	20	9	11	82	165
Temporary Foods/Special Events	3	25	0	0	0	5	33	1,541
Complaints	76	67	69	60	69	103	444	817
TOTAL	648	859	458	231	483	765	3,444	15,682
EHS Public Record Requests	204	274	399	154	225	286	1,542	3,508



# Epidemiology and Public Health Preparedness Division Director Staff Report Board Meeting Date: July 23, 2020

TO:	District Board of Health
FROM:	Andrea Esp, MPH, CPH, CHES, EMS and PHP Program Manager, Acting EPHP Division Director 775-326-6042, <u>aesp@washoecounty.us</u>

SUBJECT: Communicable Disease, Public Health Preparedness, Emergency Medical Services, Vital Statistics

## Communicable Disease (CD)

## 2019 Novel Coronavirus (COVID-19)

Washoe County Health District (WCHD) reported the first case of COVID-19 on March 5, 2020. As of July 9, 2020 there were 3,459 cases of COVID-19 reported among Washoe County residents. This is an increase of 1,712 cases since the previous Board report. This number changes daily and is updated on the Regional Information Center website at <u>https://covid19washoe.com/.</u>

The Communicable Disease Program, Public Health Preparedness (PHP) staff, and WCHD leadership have continued holding weekly meetings to plan and provide updates for the rapidly evolving situation.

The CD Program holds a weekly meeting each Friday with healthcare partners and has been doing so since late January. This serves as a platform to provide ongoing updates across the spectrum of providers working on the front lines of the COVID response in the community.

The Communicable Disease Program continues to work to close out influenza data for the end of year influenza report. As all other communicable disease surveillance ceased once COVID-19 cases began to be reported early March 2020, the weekly flu report has not been produced since.

The Seroprevalence Surveillance project results were made available to the public on July 8, 2020. The results indicate an estimated 2.3 percent of adult Washoe County residents may have been infected with COVID-19 as of June 10. That means that approximately 8,230 adults may have been infected by that date (only adults 18+ were eligible to be tested). That figure is at least 4.5 to 5 times higher than the number of cases reported on June 10. Additionally, the COVID-19 case fatality ratio (CFR) in Washoe County among confirmed positive cases was 3.66 percent on June 10; however,



Date: July 23, 2020 Subject: EPHP Division Director's Report Page: 2 of 4

with the study estimates indicating there were a higher number of total cases, the CFR may be closer to 0.81 percent.

There have been 30 disease investigators (contact tracers) hired through contract at UNR to backfill National Guard members and WCHD staff who have been serving in those roles since March and April. There were 14 new hires brought in July 6 and another 16 persons will begin July 13.

The Communicable Disease Program is hiring three full time epidemiologists, one is a reclassification of the former public health investigator, one is a new COVID-19 grant funded positon, and the third is to fill a position which will be vacant towards the end of July. The job posting closed July 7 and interviews may begin as early as late July.

## Public Health Preparedness (PHP)

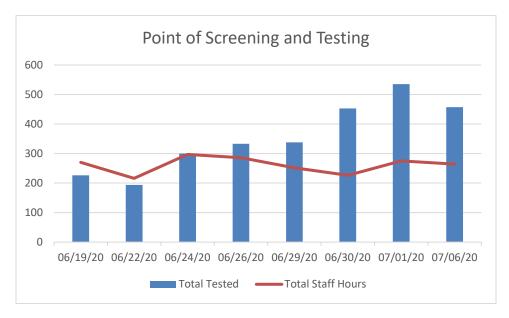
### Inter-Hospital Coordinating Council

IHCC met on July 10 and discussed 11 essential projects healthcare wants to continue moving forward on, despite the COVID-19 response.

The new fiscal year has begun and projects are beginning to be worked on. WCHD has received a new COVID HPP grant in the amount of about \$152,000 that is good through next June (FY21). This funding will be used to provide PPE for healthcare partners.

1250 COVID-19 testing kits were provided to 8 healthcare/EMS partners, as requested, to help in the COVID-19 response.

On June 15, the Point of Screening and Testing (POST) operational control was transferred to PHP. This transfer required the breakdown of the existing POST and the relocation to the West side of the Reno Livestock Events Center (RLEC). This change of location was to facilitate long term COVID-19 testing operations until June of 2021. The plan was for this new POST to be able to conduct up to 400 tests per day. Initially, the testing was for symptomatic individuals only. This was changed shortly after the start of operations to include asymptomatic testing. Currently up to 600 individuals are scheduled each day for testing. The table below highlights how testing has increased over the first three weeks of operations while maintaining existing staffing hours.



POST operations have been dependent on the coordination of staffing and resources between the Nevada National Guard, the Community Emergency Response Team (CERT), the Medical Reserve Corp (MRC) and the Washoe County Health District. The National Guard is expected to demobilize on July 31. New staff to replace the National Guard personnel is in the process of being hired and is expected to be in place by August 1.

Staff are working on developing position descriptions specific to Public Health Preparedness. This is in response to staff being unclear of their job duties and is meant to be used as a training tool.

## **Emergency Medical Service (EMS)**

The quarterly Emergency Department Consortium meeting was held on June 24. Significant points of discussion included the Free-Standing Emergency Department (FED) that will be opening at the end of July and how it will fit into the Diversion Policy and the EMS Destination Protocol. The Diversion Policy was updated to incorporate the FED, and language in the Destination Protocol was presented and approved at the Protocols Workgroup meeting on July 9.

Revisions to the Multi-Casualty Incident Plan and its annexes, the Alpha Plan and the Family Service Center, were approved by the District Board of Health on June 25, 2020. The revisions will go into effect August 1.

EMS and PHP staff participated in training provided by the National Disaster Medical System in conjunction with the VA on the Joint Patient Assessment and Tracking System (JPATS), the system used by the federal government to track patient movements.

EMS Oversight Program received REMSA's request for System Overload Exemption on June 22. The request outlines exemptions for twelve (12) priority 1 level response incidents experienced during the system overload. REMSA experienced a spike in emergency incident

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volume, and was alerted from First Watch monitoring system. The system overload resulted in twelve (12) priority-1 late responses with an average of 1 min and 50 seconds overage. On July 8, the EMS Oversight Program reviewed and approved the system overload exemptions for the twelve (12) late priority 1 level incidents.

Month	Zone A	Zone B	Zone C	Zone D	Zone B,C, and D	All Zones
January 2020	91%	92%	95%	100%	94%	90%
February 2020	90%	89%	92%	100%	93%	89%
March 2020	92%	90%	96%	80%	92%	90%
April 2020	94%	91%	89%	100%	93%	92%
May 2020	92%	-	-	-	97%	-
June 2020	90%	-	-	-	95%	-

**REMSA Percentage of Compliant Responses** 

Fiscal Year 2019-2020 (Quarter 3 & 4)

Due to low call volumes in the separately defined response zones B, C and D, REMSA compliant response will be calculated in accordance with the Amended and Restated Franchise Agreement for Ambulance Service dated May 2, 2014, as combined zones B, C, and D for all Priority 1 calls.

Staff are working on developing position descriptions specific to EMS Oversight. This is in response to staff being unclear of their job duties and is meant to be used as a training tool.

## Vital Statistics

Vital Statistics has continued to serve the public through the mail, online and in-person. Vital Statistics registered 515 deaths and 504 births.

May	In Person	Mail	Online	Total
Death	1376	58	220	1654
Birth	546	72	335	953
Total	1922	130	555	2607

## Number of Process Death and Birth Records

Staff are working on developing position descriptions specific to Vital Statistics. This is in response to staff being unclear of their job duties and is meant to be used as a training tool.



# Office of the District Health Officer District Health Officer Staff Report Board Meeting Date: July 23, 2020

DATE:	July 15, 2020
TO:	District Board of Health
FROM:	Kevin Dick, District Health Officer 775-328-2416; <u>kdick@washoecounty.us</u>
SUBJECT:	District Health Officer Report – Special Legislative Session, Public Health Accreditation, Community Health Improvement Plan, Contact Tracing, Washoe County School District, Unified Command, Grant Impacts, and Joint Information Center

## Special Legislative Session

The 31st Special Session of the Nevada State Legislature was convened on July 8th in response to the enormous economic impact the global pandemic COVID-19 has caused the State of Nevada. The approximately \$1.2 billion-dollar shortfall in the state budget (2021 fiscal year) required immediate action that could not wait until the regularly scheduled 81st Legislative Session in 2021. A special session is limited in scope and only issues set forth by the Governor in the proclamation may be addressed.

Due to COVID-19, social distancing safety precautions have been implemented and only legislative staff and legislators are permitted in the building. The Washoe County Health District is monitoring the session remotely. As this is being written, only bills related to revisions Capital Improvements and temporary changes in eligibility requirements to the Millennium Scholarship have been voted on and are awaiting enrollment. A more detailed report will be provided to the board when the session ends.

The following items are eligible to be discussed during the 31st Special Session:

- 1. Reducing, reserving, or canceling certain general fund appropriations made during the 80th Session of the Nevada Legislature to fund operating budgets.
- 2. Amendments to Nevada Revised Statutes 362.100 et seq. to accelerate and advance the payment schedule of the tax on the net proceeds of minerals.
- 3. Transfers to the State General Fund certain amounts from certain funds and accounts including, but not limited to, the Healthy Nevada Fund.
- 4. Providing flexibility for the Department of Health and Human Services to transfer funds among various accounts in the same manner and limits as allowed for work programs under NRS 353.220.



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- 5. Providing flexibility for the restoration of programs, services, and any other reductions approved in the special session in the event Nevada receives federal funding to assist with the impact on the state budget caused by the COVID-19 pandemic.
- 6. Any other actions directly related to solutions for the projected general fund revenue shortfall for the current biennium.
- 7. Amendments to Chapter 388G to allow local school districts to carry forward year-end balances to the following school year.
- 8. Amendments to Chapter 396 of Nevada Revised Statutes governing the Millennium Scholarship to authorize the Nevada Board of Regents to implement temporary waivers or modifications of the continuing eligibility requirements for recipients of the Millennium Scholarship during the period of the COVID-19 emergency.

## Public Health Accreditation

Work is underway to prepare the annual report that is required to be submitted to PHAB that details how we are working to address the eight measures that were either not demonstrated or slightly demonstrated. We will continue to gather and create documents to address those eight measures in anticipation of the annual report that is currently scheduled to be due in December of 2020.

### Community Health Improvement Plan

Community Health Improvement Plan (CHIP) committees have met to review status of CHIP items and provide updates on progress to all committee members. Due to COVID-19 some items were put on hold. As a result, smaller workgroups are actively communicating on how to move forward on implementing all remaining items from the Housing/Homeless, Behavioral Health and Nutrition/physical Activity focus areas. CHIP committees will continue to meet with the goal of re-establishing quarterly meetings to foster further collaboration with community partners.

### Contact Tracing

Contact Investigators and Contact Tracers continue to complete interviews in an effort to identify and investigate individuals with confirmed diagnoses of COVID-19 or possible exposure to individuals with confirmed diagnoses of COVID-19. Additional staff were hired and joined the COVID-19 investigation team early July. Lead investigators were assigned trainees and provided in-depth training to new staff on conducting investigations, contact tracing, and data management. Rayona LaVoie is leading one of the Epi teams and Susy Valdespin is participating in Spanish speaking cases and training new staff that have been assigned to shadow.

## Washoe County School District (WCSD)

Environmental Health Services, Epidemiology, and the Office of the District Health Officer staff is working with a team from the WCSD on outbreak response protocols for the upcoming school year. WCSD will have to operate in outbreak mode for each school based on community-based transmission, which is occurring for COVID-19. This will require interviewing each parent, calling in an absence to identify symptoms of the student, and reporting to the Health District to be able to identify suspected COVID-19 cases for appropriate testing.

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### Unified Command

The Health Officer, and Managers of Reno, Sparks, and Washoe County continue to work together with Incident Commander, Aaron Kenneston, to provide direction to the Incident Management Team as the region continues to operate under a unified command structure during the COVID-19 public health emergency. The group also met to discuss utilization of the CARES funding provided to the region for use in responding to the COVID-19 emergency.

#### Grant Impacts

The Health District is anticipating potential reductions in State funding provided for family planning services and for tobacco and vaping education and outreach efforts. The Health District receives approximately \$495,000 per year of State funding for family planning services, and approximately \$200,000 per year for the tobacco and vaping funding from State revenue generated by the SB293 vaping taxes.

The Health District is monitoring whether funds from the Tire Fund for solid waste and recycling programs, or the Excess Reserve funds for air quality management may be diverted during the Special Session.

### Joint Information Center

Scott Oxarart continues to lead the Joint Information Center/Regional Information Center efforts. See the summary of operations and activities provided below.

#### COVID-19 WASHOE JOINT INFORMATION CENTER Summary of operations and activities June 1 through July 15, 2020

The Joint information Center (JIC) is a group of communications professionals that form a regionalized unit to gather and disseminate information in a clear and streamlined manner. The core team of the JIC include the primary local jurisdictional PIOs from Washoe County, City of Reno, City of Sparks and Washoe County Health District. Other important partners of the JIC include REMSA, the Reno/Sparks Convention and Visitors Authority, University of Nevada, Reno Medical School, University of Nevada, Reno, Washoe County School District and others. The JIC supports the Incident Management Team (IMT) for the COVID-19 Pandemic in Washoe County and was stood up formally on March 20, 2020.

Washoe County Health District Communications Manager Scott Oxarart assumed the position of JIC lead in mid June and replaced Amy Ventetuolo from the Washoe County Manager's Office. Truckee Meadows Fire Protection District Communications Manager Adam Mayberry transferred command to Ventetuolo on June 1.

The JIC remains actively engaged in the COVID-19 response and meets twice a week; once with all regional partners and once with just the cities of Reno and Sparks, Washoe County and the Washoe County Health District.

The focus of the JIC has been daily reports to the media and public through the web and social media. The JIC has provided 139 daily updates as of July 15, which are posted on the <u>www.COVID19Washoe.com</u> press release page, on Twitter and on our <u>COVID-19 Dashboard</u>.

#### Website

The <u>www.COVID19Washoe.com</u> webpage is managed by the Washoe County Health District and Washoe County. The page is updated every day with new COVID-19 numbers in Washoe County under the "Press Releases" page on the COVID-19 Dashboard widget.

We've made modifications to the site to keep the content fresh, which included a new video titled "<u>Let's</u> <u>Get Back To Wellness</u>," better visibility of the link to schedule a risk assessment and linking to the Governor's mask mandate.

We also have the <u>COVID-19 page</u> in the Health District section of the <u>www.washoecounty.us</u> website. From May 1-July 15, there were 343,378 page views to that page.

### Social Media

The Health District has the primary role of posting on social media to both the <u>Washoe County Health</u> <u>District page</u> and the <u>COVID19Washoe page</u>.

Since the <u>COVID-19 Washoe page</u> was started in March, it has nearly 3,000 followers, which include just about every significant local media outlet. From June 1 to July 14, the tweets sent from that account

received 629,400 impressions (14,305 per day). The most impressions in one day occurred on July 13 when there were 31,975 impressions.

The main <u>Washoe County Health District Twitter page</u> had 1,051 new followers since February and currently has 1,654 followers. The tweets from this account have had over 90,700 impressions since June 1, with the top tweet being the post of the picture "<u>No Shoes. No Shirt. No Mask. No Service.</u>" which garnered more than 20,000 impressions.

## Press briefings

The JIC continues to hold weekly media briefings every Wednesday at 11:30 a.m. The JIC has held 33 media briefings since the first COVID-19 case was announced on March 6. The briefings continue to be well attended by media and serve as an effective way to get critical details out to the public. Past briefings can be found here.

On July 8, we had a panel that included Dr. Wei Yang and Health District Epidemiology Program Manager Heather Kerwin to discuss the Washoe County Antibody Study done by the Health District, the University of Nevada, Reno School of Community Health Sciences and the Nevada State Public Health Laboratory. District Health Officer Kevin Dick is the primary guest who has been a part of almost all press briefings, as has current Incident Commander Aaron Kenneston. Other guests in this reporting period have included Washoe County School District Superintendent Dr. Kristen McNeill.

### **Future projects**

The JIC is in the planning stage of hiring an outside firm to help with communications about preventive measures to reduce the spread of COVID-19 such as wearing a face covering and social distancing. The project would work on the bigger picture of COVID-19 response from a communications perspective and the JIC would continue daily updates and operations. More information will be available soon on the progress of that project.

### Continue moving forward

JIC staffing remains sufficient despite the resignation of Amy Ventetuolo from the Washoe County Manager's Office, as Mrs. Ventetuolo took a promotional opportunity in San Diego. Many of the daily duties fall on the JIC lead, Scott Oxarart from the Washoe County Health District. Resources are being identified to increase reserves from a staffing perspective. Participation from Washoe County on the technical side, as well as help from the City of Reno, continues to keep the JIC going in a positive direction.

The JIC is hitting all-time highs in engagement across the board through all distribution efforts. We're averaging at least one media request per day and have responded and/or fulfilled 100 percent of the requests. We have received several public information requests in the past month and have fulfilled all of those under the required 5-day response period.

The JIC is honored to serve in the IMT and keep Washoe County residents informed with COVID-19 response efforts.