

Washoe County



MATT SMITH, Chairman
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 GEORGE FURMAN, MD
 SHARON ZADRA

GEORGE HESS, MD
 DENIS HUMPHREYS, OD
 JULIA RATTI
 JOSEPH P. ISER, MD, DrPH, MSc
 District Health Officer

Health District

WASHOE COUNTY HEALTH DISTRICT
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 Reno, Nevada 89520
 Telephone 775.328-2400 • Fax 775.328.2279
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MEETING NOTICE AND AMENDED AGENDA

Washoe County District Board of Health

Date and Time of Meeting: Thursday, April 25, 2013, 1:00 p.m.

Place of Meeting: Washoe County Health District
 1001 East Ninth Street, Building B
 South Auditorium
 Reno, Nevada 89520

District Board of Health Amended Meeting Agenda

All items numbered or lettered below are hereby designated **for possible action** as if the words “for possible action” were written next to each item (NRS 241.020). An item listed with asterisk (*) next to it is an item for which no action will be taken.

Time	Agenda Item No.	Agenda Item	Presenter
1:00 PM	*1.	Call to Order, Pledge of Allegiance Led by Invitation	Mr. Smith
	*2.	Roll Call	Ms. O’Neill
Public Comment	*3.	Public Comment (limited to three (3) minutes per person)	Mr. Smith
	4.	Approval/Deletions to Agenda for the April 25, 2013 Meeting	Mr. Smith
	5.	Approval/Additions/Deletions to the Minutes of the February 28, 2013 Regular Meeting	Mr. Smith
	*6.	Recognitions A. Introduction of new employee(s) – Kyra Morgan – EPHP - Statistician B. Promotions – None C. Years of Service 1. Denis Cerfoglio – AQM - 25 years 2. Peg Caldwell – EPHP – 20 years 3. Dave Orozco – EHS – 20 years 4. Daniel Inouye – AQM – 15 years D. Recognitions - 1. Medical Interpreter Certification – Maria Magana E. Retirements – None	Mr. Smith and Dr. Iser

Time	Agenda Item No.	Agenda Item	Presenter
	7.	Proclamation – May 2013 is designated as “National Bike Month” and “Bicycle Safety Month,” the week of April 29 – May 3, 2013, is designated as “National Air Quality Awareness Week,” and May 11-17, 2013, is designated as “Bike to Work, School, and Fun” throughout Washoe County	Mr. Smith and Dr. Iser
	8.	<p><u>Consent Agenda:</u> Matters which the District Board of Health may consider in one motion. Any exceptions to the Consent Agenda must be stated prior to approval.</p> <p>A. <u>Air Quality Management Cases:</u></p> <ol style="list-style-type: none"> 1. Recommendation to Uphold Unappealed Citations to the Air Pollution Control Hearing Board: <ol style="list-style-type: none"> a. Pioneer Meadows Development – Case 1114, NOV 5376 Wingfield Hills Drive & Rolling Meadows Drive 2. Recommendation of Cases Appealed to the Air Pollution Control Hearing Board. None 3. Recommendation for Variance: None <p>B. <u>Sewage, Wastewater & Sanitation Cases:</u> Recommendation to Approve Variance Case(s) Presented to the Sewage, Wastewater & Sanitation Hearing Board. None</p> <p>C. <u>Budget Amendments / Interlocal Agreements:</u></p> <ol style="list-style-type: none"> 1. Approval of Notice of Subgrant Award (continuation award) from the Nevada Department of Health and Human Services, Health Division, HIV/AIDS Surveillance Program, for the period January 1, 2013 through September 30, 2013 in the amount of \$58,284 in support of the HIV Surveillance Program, IO 10012; and authorize the Chairman of the Board to sign. 2. Approval of Purchase of Six Gift Cards in the Total Amount of \$1,500 utilizing Air Quality Management Division, DMV Excess Reserve Grant Funds (IO 11001) to Present to Local Washoe County Schools for Participation in National Bike to School Day Rack Em Up at School Event. 3. Ratification of Cooperative Agreement for Services to the Kids’ to Senior’s Korner Programs in the total amount of \$50,000 (\$0 for Washoe County Health District). The Cooperative Agreement for Services to the Kid’s to Senior’s Korner Program is a multi-agency agreement between the City of Reno Police Department, Catholic Charities of Northern Nevada, Washoe County Sheriff’s Office, Washoe County Department of Social Services, Washoe County Health District (District), and Washoe County Department of Senior Services, for the period upon approval with automatic annual renewal unless terminated or changed in accordance with the terms of the agreement, and, if approved, authorize the Chairman to execute the Cooperative Agreement. 4. Ratification of Agreement between the Washoe County Health District and Regent Care Center of Reno in the amount of \$1,295.00 to transfer fatality management equipment to Regent Care Center of Reno; and, if approved, authorize the Chairman to execute Agreement. 	<p>Mr. Cerfoglio</p> <p>Ms. Cooke</p> <p>Ms. Cooke</p> <p>Ms. Cooke</p> <p>Ms. Buxton</p>

Time	Agenda Item No.	Agenda Item	Presenter
		5. Ratification of Agreement between the Washoe County Health District and Hearthstone of Northern Nevada in the amount of \$1,295.00 to transfer fatality management equipment to Hearthstone of Northern Nevada; and, if approved, authorize the Chairman to execute Agreement.	Ms. Buxton
		6. Ratification of Agreement between the Washoe County Health District and Life Care Center of Reno in the amount of \$1,295.00 to transfer fatality management equipment to Life Care Center of Reno; and, if approved, authorize the Chairman to execute Agreement.	Ms. Buxton
		7. Ratification of Intrastate Interlocal Contract between the State of Nevada, Department of Conservation and Natural Resources, Division of Environmental Protection and the Washoe County Health District for the period upon Board of Examiners approval through June 30, 2015, in the total amount of \$180,000 (\$90,000 per fiscal year) in support of the Safe Drinking Water Act (SDWA) Grant Program; and, if approved, authorize the Chairman to execute.	Ms. Buxton
		8. Ratification of Intrastate Interlocal Contract Between the State of Nevada Department of Conservation and Natural Resources, Division of Environmental Protection and the Washoe County Health District in the total amount of \$872,000 (\$218,000 per year) for the period July 1, 2013 to June 30, 2017 in support of the Underground Storage Tank (UST) and Leaking Underground Storage Tank (LUST) Program; and, if approved, authorize the Chairman to execute.	Ms. Buxton
		9. Approval of Notice of Subgrant Award from the Nevada State Health Division to provide funding in the total amount of \$113,000 for the period March 29, 2013 through March 28, 2014 (continuing grant) for the Tobacco Prevention and Control Program Grant, IO 10010.	Ms. Cooke
		D. <u>Acceptance of the “2012/2013 Oxygenated Fuels Program for Washoe County” Report</u>	Mr. Inouye
		E. <u>Acceptance of the Washoe County Health District 2013 Legislative Session Report</u>	Dr. Iser
	9.	<u>Air Pollution Control Hearing Board Cases appealed to the District Board of Health.</u> None	Mr. Cerfoglio
	10.	<u>Regional Emergency Medical Services Authority:</u> A. Review and Acceptance of the Operations and Financial Reports for March, 2013; and B. Update of REMSA’s Community Activities Since March, 2013	Mr. Gubbels
	11.	Presentation, Discussion, and Possible Direction to Staff regarding Emergency Medical Services (“EMS”), Including Recommendations Contained in the TriData Report and Various Other EMS Studies	Dr. Iser and Dr. Todd
	12.	Review and Acceptance of the Monthly Public Health Fund Revenue and Expenditure Report for March, 2013	Ms. Stickney

Time	Agenda Item No.	Agenda Item	Presenter
	\$13.	<u>PUBLIC HEARING:</u> Proposed approval and adoption of revisions to the Health District Fee Schedule, specific to: (a) Administrative Health Services Division; (b) Air Quality Management Division, in accordance with the Washoe County District Board of Health Regulations Governing Air Quality Management; (c) Community and Clinical Health Services Division; and (d) Environmental Health Services Division, in accordance with the Washoe County District Board of Health Regulations Governing Food Establishments; Washoe County District Board of Health Regulations Governing Sewage, Wastewater, and Sanitation; Washoe County District Board of Health Regulations Governing the Prevention of Vector-Borne Diseases; Washoe County District Board of Health Regulations Governing Invasive Body Decoration Establishments; Washoe County District Board of Health Regulations Governing Public Bathing Places; Washoe County District Board of Health Regulations Governing Public Spas; Washoe County District Board of Health Regulations Governing Mobile Home and Recreational Vehicle Parks; Washoe County District Board of Health Regulations Governing Solid Waste Management; and the Washoe County District Board of Health Regulations Governing Well Construction	Ms. Cooke
	14.	Update and status report on Fiscal Year 14 Budget and possible direction to staff	Ms. Stickney
	15.	Presentation, Discussion, and Possible Direction to Staff regarding the Maternal, Child and Adolescent Health Program	Mr. Kutz and Ms. Hunter
	16.	Consideration of contracting with an appropriate national organization for a public health fundamental review of the Washoe County Health District, with a proposed budget of \$80,000	Mr. Smith and Dr. Iser
	*17.	Presentation by Jordan Wagner re publication in Journal of Environmental Health	Mr. Wagner and Ms. Clodfelter
	*18.	Presentation of Environmental Health Services Division Strategic Plan	Mr. Sack
	19.	Action on amendment to employment agreement, settlement agreement and/or separation agreement between District Board of Health and District Health Officer	Mr. Smith
	20.	Possible action to appoint acting or interim district health officer	Mr. Smith
	21.	Possible action to approve independent contractor agreement with physician to serve as medical director for District Board of Health	Mr. Smith
	*22.	<u>Staff Reports and Program Updates</u> A. Director, Epidemiology and Public Health Preparedness - Communicable Disease; Public Health Preparedness; Emergency Medical Services; and Vital Statistics B. Director, Community and Clinical Health Services – Clinical Programs and Non-Communicable Disease Updates C. Director, Environmental Health Services Food Program; Land Development; Solid Waste/Special Events; and Vector-Borne Disease Program D. Director, Air Quality Management – Air Quality; Planning and Monitoring Activity; Permitting Activity; Compliance & Inspection Activity; and Permitting & Enforcement Activity	Dr. Todd Mr. Kutz Mr. Sack Mr. Dick

Time	Agenda Item No.	Agenda Item	Presenter
		E. Administrative Health Services Officer – AHSO agenda items are included in other agenda items.	Ms. Stickney
		F. District Health Officer – 2013 Legislative Session; Budget; Human Resources; Communication; Accreditation; Washoe County and Community Activities; Health District Media Contacts and Outreach; Statewide (and Beyond) Organizational Efforts; RWJF Shared Services Learning Community Grant Update; and District Board of Health Information and Resources	Dr. Iser
Board Comment	*23.	Limited to Announcements or Issues for Future Agendas	Mr. Smith
	24.	Emergency Items	Dr. Iser
Public Comment	*25.	Public Comment (limited to three (3) minutes per person). No action may be taken.	Mr. Smith
	26.	Adjournment	Mr. Smith

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

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.

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, PO Box 1130, Reno, NV 89520-0027, or by calling 775.328.2416, 24 hours prior to the meeting.

Time Limits: Public comments are welcomed during the Public Comment periods for all matters whether listed on the agenda or not. All comments are limited to three (3) minutes per person. Additionally, public comment of three (3) minutes per person may be heard during individual action items on the agenda. Persons are invited to submit comments in writing on the agenda items and/or attend and make comment on that item at the Board meeting. Persons may not allocate unused time to other speakers.

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

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

- Washoe County Health District, 1001 E. 9th St., Reno, NV
- Reno City Hall, 1 E. 1st St., Reno, NV
- Sparks City Hall, 431 Prater Way, Sparks, NV
- Washoe County Administration Building, 1001 E. 9th St, Reno, NV
- Washoe County Health District Website www.washoecounty.us/health

Washoe County



Health District

Washoe County District Board of Health Meeting Minutes February 28, 2013

PRESENT: Mr. Matt Smith, Chairman, Commissioner Jung, Vice Chair, Dr. George Hess, Dr. George Furman, Dr. Humphreys, and Councilwoman Zadra

ABSENT: Councilwoman Zadra

STAFF:

Kevin Dick, Acting District Health Officer, Division Director, Air Quality Management
 Eileen Stickney, Administrative Health Services Officer, Administrative Health Services
 Robert Sack, Division Director, Environmental Health Services
 Charlene Albee, Branch Enforcement Chief, AQM
 Lori Cooke, Fiscal Compliance Officer, AHS
 Phil Ulibarri, Public Information Officer, AHS
 Leslie Admirand, Deputy District Attorney
 Erin Dixon, Public Health Educator
 Nicole Mertz, Public Health Nurse II
 Janet Smith, Administrative Secretary
 Peggy F. O'Neill, Recording Secretary

Steve Kutz, Division Director, Community and Clinical Health Services
 Randall Todd, DrPH, Division Director, Epidemiology and Public Health Preparedness
 Daniel Inouye, Air Quality Supervisor, AQM
 Patsy Buxton, Fiscal Compliance Officer, AHS
 Steve Fisher, Department Computer Application Specialist, AQM
 Peg Caldwell, Registered Nurse I, EPHP
 Diane Freedman, Public Health Nurse
 Christina Conti, Public Health Emergency Response Coordinator
 Katy Hill, Office Assistant II
 Tony Macaluso, Environmental Health Specialist Supervisor
 Paula Valentin, Administrative Assistant I

TIME / ITEM	SUBJECT / AGENDA	DISCUSSION	ACTION
1:04 pm 1, 2	Meeting Called to Order, Pledge of Allegiance and Roll Call	Chairman smith called the meeting to order, followed by the Pledge of Allegiance led by Commissioner Jung. Roll call was taken and a quorum noted.	
3.	Public Comment	Chairman Smith stated prior to Public Comment that Agenda Item No. 12 will be pulled from this agenda. Dr. Hess requested that Chairman Smith not pull the item from the agenda. Ms. Admirand confirmed that it is within the Chairman's discretion to pull an item. Pete Allen, President of Environmental Services, LLC, stated that he teaches Food Safety and Foodborne Illness Prevention in Washoe County and has	

done so for the past 23 years. He is in attendance to speak in opposition to the proposed fee increase for instructors. He stated that the last time he came to oppose a fee increase it was a proposed \$700 increase, and the DBOH agreed with the instructors that we were doing our part in the community.

Dr. Hess questioned Mr. Allen about what the particular fee is and where it is referred to in the schedule.

Mr. Allen further stated that there is no other jurisdiction in the state of Nevada or as far as he knows in the state of California that has any such fee for private contractor instructors. Instructors are constantly fighting a cycle of increasing fees here at the Health District. The State of Nevada charges no fees and is happy to have us in the field teaching so that they do not have to provide this service. Mr. Allen directed to the DBOH to the handouts he provided, a copy of which was placed on file for the record.

Dr. Hess stated that if he is looking at the correct fee, it is only \$44; it went from \$27 to \$44.

Mr. Allen stated that it increased from \$225 to \$271, even though the DBOH had in the past recommended a possible decrease in the fee.

Chairman Smith stated that the Board will take that into consideration.

Mr. Alan Cook, Assistant Executive Chef at John Ascuaga's Nugget. He has been instructing Food Service Sanitation for about 20 years. We as instructors provide a service for Washoe County. We are working as subcontractors. We do not operate without the approval of Washoe County. We have permits from the County to operate. Why are we continuously charged fees to do the job they don't want to do. According to their figures, for them to teach a class, it costs over \$860. We incur expenses to teach a class. We are not subsidized by the Washoe County Health District. Why are we charged by the Health District when we generate revenue for the District? For every person that we certify, there is a minimum of \$32 that goes into the coffers of the Washoe County Health District. In the last two months, he has certified 25 people. According to the Health District's figures, we certify about 825 people per year. That is a significant amount of money.

Dr. Hess questioned staff if the fee is only charged every five years, and it was confirmed, the fee is essentially \$54 per year.

TIME / ITEM	SUBJECT / AGENDA	DISCUSSION	ACTION
		<p>Michael Streczyn, Harrah's of Reno, questioned how many permits are they required to have. Staff will respond to Mr. Streczyn as soon as practicable.</p> <p>Peter Rathmann withdrew his Public Comment Card.</p> <p>Fred Turnier, Community Development Coordinator for the City of Reno, read a letter from the City Manager of Reno to the DBOH into the record. The letter was placed on file for the record. The City of Reno is requesting that Health District staff and City of Reno Staff work together on this issue.</p> <p>Dr. Hess asked Mr. Turnier which particular fees they are concerned about, and Mr. Turnier replied that it would be the entire section related to Environmental Health Services, but specifically the City charges a fee for Master Plan Amendments, changing a designation from Professional Office to Industrial, and there is no development associated with that it is just a land use change. We charge \$205 for the Health District. So from an applicability standpoint, how does that action of the City impact the action of the Health District? There may be a simple answer for that but at this point we have questions regarding that process. We want to be able to communicate the reasoning behind it to our customers.</p> <p>Chairman Smith closed the public comment.</p>	
4.	Approval/Deletions – Agenda – February 28, 2013	<p>Chairman Smith called for any deletions to the Agenda of the February 28, 2013 DBOH Meeting.</p> <p>Chairman Smith stated that he would like to pull Item No. 12 from the agenda.</p>	<p>Dr. Humphreys moved, seconded by Councilwoman Zadra (with a note), that the February 28, 2013, Agenda be approved as modified.</p> <p>Note: Councilwoman Zadra stated that we need extensive public outreach on this matter. She wants to know the impacts of these fees. She would like distinction and clarity on how the multipliers were determined. She would like a full explanation of how that is determined.</p>

TIME / ITEM	SUBJECT / AGENDA	DISCUSSION	ACTION
			<p><u>Ayes:</u> Smith, Humphreys, Zadra, Jung, and Furman</p> <p><u>Opposed:</u> Hess</p> <p><u>MOTION PASSED</u></p>
5.	<p>Approval/Additions/Deletions to the Minutes of the January 24, 2013 Regular Meeting</p>	<p>Chairman Smith called for any additions or corrections to the minutes of the January 24, 2013 Regular Meeting.</p>	<p>Dr. Hess moved, seconded by Commissioner Jung, that the minutes of the January 24, 2013 Regular Meeting be approved as presented.</p> <p><u>MOTION CARRIED</u></p>
6.	<p>Recognitions</p>	<p>Mr. Dick and Chairman Smith made the following recognitions:</p> <ul style="list-style-type: none"> A. Introduction of new employee(s) – Genine Wright, AQM - Air Quality Specialist I B. Promotions – None. C. Years of Service – Diane A. Freedman – CCHS – 20 years D. Recognitions – <ul style="list-style-type: none"> (1) Certificate of appreciation to the Washoe County Health District from the United States War Dog Association for the support and generosity of your staff – presented to Janet Smith (2) Medical Interpreter Certification – Maria Magana E. Retirements – Katie Hill, CCHS – 22.5 years 	
7.	<p>Proclamations</p>	<p>None.</p>	
8.	<p>Consent Agenda</p>	<p><u>A. Air Quality Management Cases:</u></p> <ol style="list-style-type: none"> 1. Unappealed Citations to the Air Pollution Control Hearing Board: <ol style="list-style-type: none"> a. Jackson Food Store #134 - Case No. 1110, Unappealed Citation No. 5234 – Staff reported Citation No. 5234, was issued to Jackson Food Store on December 13, 2013, for failure to complete the required repairs to the Phase II vapor 	

recovery equipment within the specified timeframe, which is a major violation of Section 030.2175 of the Washoe County DBOH Regulations Governing Air Quality Management. Staff recommends the citation be **upheld** and a fine in the amount of **\$1,500.00** be levied as a **negotiated fine**.

2. Recommendation to Uphold Citation Appealed to the Air Pollution Control Hearing Board: None.
3. Recommendation for Variance: None.

B. Sewage, Wastewater & Sanitation Cases: None.

C. Budget Amendments / Interlocal Agreements:

1. Staff recommends approval of Notice of Subgrant Award (continuation award) from the Nevada Department of Health and Human Services, Health Division, Sexually Transmitted Disease (STD) Prevention and Control Program, for the period January 1, 2013 through December 31, 2013 in the amount of \$119,023 in support of the STD Program, IO 10014; and authorize the Chairman of the Board to sign;
2. Staff recommends approval of Grant Agreement #A-00905413-0 (continuation agreement) from the U.S. Environmental Protection Agency (EPA) for partial funding in the amount of \$524,508 for the period 10/1/12 through 9/30/13 for the Air Quality Management, EPA Air Pollution Control Program, IO 10019.
3. Staff recommends approval of Notice of Subgrant Award (continuation award) from the Nevada Department of Health and Human Services, Health Division for the period January 1, 2013 through December 31, 2013 in the amount of \$99,223, for the Immunization Program Grant (IOs 10028 & 10029), and authorize the Chairman of the Board to sign.
4. Staff recommends ratification of Interlocal Agreement between the Washoe County Health District (WCHD) and the Board of Regents of the Nevada System of Higher Education on Behalf of the University of Nevada Cooperative Extension to utilize WCHD facilities for the "All 4 Kids©: Resiliency in the Obesogenic Environment: research

ACTION ITEMS: (1) Letter to Jackson Food Store regarding fines and due dates; and (2) Letter to Ron Anderson regarding re-appointment to SWS Control Hearing Board.

TIME/ ITEM	SUBJECT / AGENDA	DISCUSSION	ACTION
9.	<p>Air Pollution Control Hearing Board Cases Appealed to the District Board of Health.</p>	<p>project for the period upon approval by all parties through June 30, 2013, unless extended by the mutual agreement of the Parties; in no event shall this agreement extend beyond June 30, 2018; and if approved, authorize the Chairman to execute.</p> <p>5. Staff recommends approval of donation of one 50 gallon tank with boom to the Churchill County Mosquito Vector and Weed Control District with a current market value estimated at \$200.</p> <p>D. Staff recommends re-appointment of Ronald Anderson, P.E., to the Sewage, Wastewater and Sanitation (SWS) Control Hearing Board.</p> <p>There were no cases heard this month.</p>	<p>Councilwoman Zadra moved, seconded by Commissioner Jung, that the Consent Agenda be approved as presented in a single motion.</p> <p><u>MOTION CARRIED</u></p>
10.	<p><u>Regional Emergency Medical Services Authority:</u></p> <p>A. Review and Acceptance of the Operations and Financial Reports for January, 2013; and</p> <p>B. Update of REMSA's Community Activities Since January, 2013</p>	<p>Mr. Jim Gubbels, Vice President of REMSA, reported that the DBOH members have been provided with a copies of the January 2013 Operations and Financial Reports; overall emergency response times for Priority One compliance was at 92%; in the 8-minute zone, it was 96%; for the 15-minute zone, it was 94%; for the 20-minute zone it was 93%. For Priority Two compliance it was 96%. Advised the overall average bill for air ambulance service to date is \$7,550, and overall average bill for ground ambulance services to date is \$1,026.</p> <p>Commissioner Jung questioned Mr. Gubbels about the financial disclosures she had asked for at the February 11, 2013 joint meeting. Mr. Gubbels stated that he will address those issues under the Community Activities portion of the report.</p> <p>Mr. Gubbels presented REMSA's community service activities since December, 2012.</p> <p>Mr. Gubbels stated that in response to Commissioner Jung's question at the February 11, 2013 meeting about the asset to liability ratio, he has researched that issue, and currently REMSA is at 2.3% assets to 1% liability.</p>	<p>Commissioner Jung moved, seconded by Councilwoman Zadra, to accept the REMSA Operations and Financial Report for January 2013 as presented.</p> <p><u>MOTION CARRIED</u></p>

TIME / ITEM	SUBJECT / AGENDA	DISCUSSION	ACTION
	<p>C. Presentation regarding REMSA's Healthcare Innovation Grant</p>	<p>Commissioner Jung clarified that she actually asked what REMSA's debt payments in dollars are each month. She believes that is information the DBOH needs on a regular basis due to the structure of the Franchise Agreement since the DBOH would be successor in interest of all of REMSAs debt. For that reason she would like a clear statement and representation of that debt amount in the monthly operations report.</p> <p>Mr. Gubbels stated that those assets are worth \$33 Million. REMSA's liabilities are worth \$14 Million. Those dollars change on the budget sheet each month, but is reflective of that 2.3% to 1% asset to liability ratio.</p> <p>Commissioner Jung again clarified that her question is what is the monthly debt service, along with REMSAs assets and liabilities? Commissioner Jung requested that amount be reflected in the operations report each month going forward.</p> <p>Ms. Brenda Staffan, Innovation Grant Project Director, presented to the Board of Health on REMSA's Healthcare Innovation Grant, a copy of which presentation was placed on file for the record.</p> <p>Commissioner Jung questioned Ms. Staffan about how many applicants there were from Nevada, and Ms. Staffan responded that she does not know. She only knows there were 3,000 nationwide. There was at least one awarded in each state. Commissioner Jung asked Ms. Staffan to find out that information and bring it back to the DBOH. Commissioner Jung questioned Ms. Staffan about the requirement that REMSA transport only to hospital emergency departments and Ms. Staffan stated that that is due to current Medicare reimbursement policy.</p> <p>Dr. Hess questioned what mode of transportation will be used to transport patients to other facilities under the grant, and Ms. Staffan stated that is part of the grant's objectives to explore.</p>	
11.	<p>Inter-Hospital Coordinating Council ("IHCC") Presentation Regarding Accomplishments</p>	<p>Dr. Randall Todd, Division Director of Epidemiology and Public Health Preparedness, gave explanations of the Division and funding mechanisms for Public Health Preparedness, and then introduced Ms. Christina Conti who presented on in Inter-Hospital Coordination Council's accomplishments, a copy of which was placed on file for the record.</p>	

TIME / ITEM	SUBJECT / AGENDA	DISCUSSION	ACTION
12.	<u>PUBLIC HEARING:</u> Proposed approval and adoption of revisions to the Health Department Fee Schedule.	Chairman Smith pulled this item from the agenda.	
13.	Presentation and Adoption of the Washoe County Health District Refund Policy. Board Comment	Lori Cooke, Fiscal Compliance Officer, presented the proposed Washoe County Health District Refund Policy, a copy of which was placed on file for the record. Commissioner Jung requested an example of how this policy would be applied across all of the Division, and Ms. Cooke provided same. Dr. Hess questioned if credits could be carried forward, and Ms. Cooke stated yes.	Dr. Humphreys moved, seconded by Dr. Hess, to approve the Refund Policy, as presented. <u>MOTION CARRIED</u>
14.	Review and Acceptance of the Monthly Public Health Fund Revenue and Expenditure Report for January, 2013. Board Comment	Eileen Stickney, Administrative Health Services Officer, presented the Monthly Public Health Fund Revenue and Expenditure Report for January 2013, stating that Staff recommends the Board accept the report. Dr. Humphreys questioned Ms. Stickney about GL No. 460523, and Ms. Stickney stated she would research that bring that back to the Board. Mr. Sack suggested that the variance may be due to the high turnover in restaurants, which lends to higher numbers of permits. Dr. Humphreys questioned Ms. Stickney about the Worker's Compensation and Unemployment categories, and Ms. Stickney responded that those items are billed by finance and by the end of the fiscal year they will balance out. They are based on our actual FTEs.	Commissioner Jung moved, seconded by Councilwoman Zadra, to accept the Health Fund Revenue and Expenditure Report for January, 2013. <u>MOTION CARRIED</u>
15.	Discussion and Possible Direction to Staff Regarding FY 14 Health Fund Budget	Eileen Stickney, Administrative Health Services Officer, stated that there is nothing new to report at this time, but that that Health Fund Budget meeting is scheduled for next week, March 7 at 1:00 pm. In light of today's fee item being pulled, there might be some revisions which will be given to you at that meeting.	

TIME / ITEM	SUBJECT / AGENDA	DISCUSSION	ACTION
16.	<p><u>PUBLIC HEARING: Proposed Approval and Adoption of the Revisions to "The Washoe County Portion of the Nevada State Implementation Plan for the 2008 Ozone NAAQS: Demonstration of Adequacy."</u></p>	<p>Good afternoon Mr. Chairman and members of the Board, for the record Daniel Inouye with AQM</p> <p>The EPA establishes health-based National Ambient Air Quality Standards for 6 criteria pollutants including Ozone.</p> <p>When these standards are revised, Section 110(a)(2) of the Clean Air Act requires air quality agencies to develop plans demonstrating the ability to implement, maintain, and enforce the standard. The Ozone standard was most recently revised in 2008.</p> <p>This Infrastructure State Implementation Plan, or I-SIP, is a summary of air quality regulations and programs demonstrating the Health District's ability to meet these Clean Air Act requirements.</p> <p>Staff is recommending adoption of this I-SIP Demonstration of Adequacy and forwarding it to EPA through the Nevada Division of Environmental Protection as a revision to the Washoe County portion of the Nevada Ozone State Implementation Plan.</p>	<p>Dr. Humphreys moved, seconded by Dr. Hess, to adopt the Revisions to the Washoe County Portion of the Nevada State Implementation Plan for the 2008 Ozone NAAQS: Demonstration of Adequacy, as presented.</p> <p><u>MOTION CARRIED</u></p>
17.	<p><u>Presentation of Air Quality Management Division Accomplishments and Strategic Plan.</u></p>	<p>Kevin Dick, Division Director, Air Quality Management Division, presented the Division's Strategic Plan and its accomplishments, a copy of which was placed on file for the record.</p> <p>Dr. Humphreys questioned Mr. Dick about the new monitoring site and how the data is being integrated and reviewed.</p>	
18.	<p><u>Review and Acceptance of the 2013 Legislative Activity Report.</u></p>	<p>Kevin Dick, Division Director, Acting Health Officer, presented the District's 2013 Legislative Activity Report and made comments regarding the Smog Check legislation which has been introduced by the Dept. of Transportation.</p> <p>Dr. Hess questioned Mr. Dick about the proposed fee structure and its implications.</p>	<p>Councilwoman Zadra moved, seconded by Dr. Humphreys, to accept the 2013 Legislative Activity Report, as presented.</p> <p><u>MOTION CARRIED</u></p>
19.	<p><u>Staff Reports and Program Updates</u></p> <p>A. <u>Director – Epidemiology and Public Health Preparedness</u></p>	<p>Dr. Randall Todd, Director, Epidemiology and Public Health Preparedness, presented his monthly Division Director's Report, a copy of which was placed on file for the record.</p>	

TIME / ITEM	SUBJECT / AGENDA	DISCUSSION	ACTION
	B. <u>Director – Community and Clinical Health Services</u>	Mr. Steve Kuitz, Director, Community and Clinical Health Services, presented his monthly Division Director's Report, a copy of which was placed on file for the record.	
	C. <u>Director – Environmental Health Services</u>	Mr. Robert Sack, Director, Environmental Health Services, presented his monthly Division Director's Report, a copy of which was placed on file for the record.	
	D. <u>Director – Air Quality Management</u>	<p>Mr. Kevin Dick, Division Director, Air Quality Management, presented the monthly Division Director's Report, a copy of which was placed on file for the record.</p> <p>Mr. Dick made a correction on page 4 of his report, "Asbestos Assessments and Asbestos Demo and Removal" should reflect an Annual Total of 1,138 rather than 160 as presented.</p> <p>Mr. Dick also reported on unknown effects of federal sequester. Dr. Hess asked for an update as soon as the impacts are known.</p>	
	E. <u>Administrative Health Services Officer</u>	<p>The Administrative Health Services Officer's Reports for this month were addressed in other agenda items.</p> <p>Ms. Stickney acknowledged Mr. Splan and Mr. Fisher and their efforts in supporting the Health District.</p>	
	F. <u>District Health Officer</u>	Dr. Iser, District Health Officer, presented the monthly District Health Officer Report, a copy of which was placed on file for the record.	
20.	Board Comment – Limited to Announcements or Issues for Future Agendas	<p>Councilwoman Zadra stated that she was unaware of next week's Budget Meeting and has a conflict on that date.</p> <p>Chairman Smith announced that the next regular meeting of the District Board of Health on March 28, 2013, will be held in the Board of County Commissioner's Chambers.</p> <p>Commissioner Jung stated her displeasure with portions of the Board packets still not being printed double-sided; Commissioner Jung expressed her displeasure in the length of the minutes, which for the last meeting were 24 pages. Commissioner Jung also expressed her displeasure with the</p>	

TIME / ITEM	SUBJECT / AGENDA	DISCUSSION	ACTION
		<p>format of the Agenda; she had addressed this issue with Dr. Iser previously, and the format has been changed, but it is still not to her liking. Commissioner Jung requested that the member's names be bolded in the minutes.</p> <p>Dr. Humphreys questioned when the fee issue would be addressed, and Chairman Smith stated that it would be addressed next week.</p>	
21.	Emergency Items		
22.	Public Comment	No public comment was presented.	
23.	Motion to Adjourn	There being no further business to come before the Board, the meeting was adjourned.	<p>Dr. Humphreys moved, seconded by Commissioner Jung, that the meeting be adjourned.</p> <p>MOTION CARRIED The meeting was adjourned at 2:45 p.m.</p>

Joseph P. Iser

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

Peggy F. O'Neill

PEGGY F. O'NEILL,
RECORDING SECRETARY

PROCLAMATION

WHEREAS, The bicycle is a viable and environmentally sound form of transportation and an excellent form of recreation; and

WHEREAS, There is a need to promote alternative forms of transportation such as walking and bicycling in order to reduce pollution, reduce traffic congestion, reduce America's dependence on fossil fuels, and improve the health and well-being of our citizens; and

WHEREAS, Creating bicycle-friendly communities has been shown to improve citizens' health, well-being, and quality of life, to boost community spirit, to improve traffic safety, and to reduce pollution and congestion; and

WHEREAS, Millions will experience the joys of bicycling during the month of May through educational and safety programs, community events, or just getting out and going for a ride; and

WHEREAS, These bicycling activities and attractions have great potential to have a positive impact on Washoe County's economy and tourism industry and to stimulate economic development by making the region attractive to businesses and citizens who enjoy the out of doors and healthy lifestyles; and

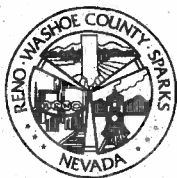
WHEREAS, May has been declared National Bike Month for each of the last 57 years, and is so again in 2013 and April 29 to May 3 has been declared National Air Quality Awareness Week; and

WHEREAS, The education of bicyclists and motorists as to the proper and safe operation of bicycles is important to ensure the safety and comfort of all users; now, therefore, be it

PROCLAIMED, By the Washoe County District Board of Health that the month of May 2013 is designated as "National Bike Month" and "Bicycle Safety Month," the week of April 29 – May 3, 2013, is designated as "National Air Quality Awareness Week," and May 11-17, 2013, is designated as "Bike to Work, School, and Fun" throughout Washoe County, and the District Board of Health encourages all citizens to enjoy the benefits of bicycling, recognize the importance of bicycle safety, and be more aware of cyclists on our streets.

ADOPTED this ____ day of April, 2013.

A.M. Smith, III, Chairman
District Board of Health



WASHOE COUNTY HEALTH DISTRICT

AIR QUALITY MANAGEMENT DIVISION



Public Health
Prevent. Promote. Protect.

DATE: April 25, 2013

TO: District Board of Health

FROM: Kevin Dick, Director, Air Quality Management

SUBJECT: Pioneer Meadows Development – Case No. 1114
Unappealed Citation No. 5376
Agenda Item: 8. A. 1. a.

Recommendation

Air Quality Management Staff recommends that Citation No. 5376 be upheld and a fine of \$7,500 be levied against Pioneer Meadows Development for violation of Condition No. 1 of Conditional Dust Control Permit No. B12025 which requires three (3) water trucks be assigned and available for the control of fugitive dust. Failure to comply with the conditions of the permit is a major violation of the District Board of Health Regulations Governing Air Quality Management, specifically Section 030.2175, Operations Contrary to Permit. This is a negotiated settlement.

Recommended Fine: \$10,000

Negotiated Fine: \$7,500

Background

On March 20, 2013, at approximately 12:55 p.m. AQ Specialist Michael Osborn was traveling north bound on Vista Boulevard when he observed a large plume of dust coming from the area of Wingfield Hills Drive and Rolling Meadows Drive. Upon arrival at the site, AQ Specialist Osborn determined the large clouds of dust were originating from a denuded and previously palletized area identified as Pioneer Meadows. AQ Specialist Osborn measured the wind speeds with his hand held anemometer and documented a maximum gust of 32.4 mph blowing from the west. Photographs were taken to document the soil conditions and fugitive dust blowing off site and impacting the occupied homes to the east in Wingfield Springs. AQ Specialist Osborn was able to ascertain that the dust was originating from the center area of the 291 acres and not moving in from the surrounding desert terrain.

At approximately 1:20 p.m. AQ Specialist Osborn contacted Tim Scheideman, Operations Manager for Pioneer Meadows Development/Lennar Homes, to advise him of the fugitive dust problem. Mr. Scheideman stated that he would call a water truck to the area. While on site, AQ Specialist Osborn noted that the surface area on the north side of Rolling Meadows Drive was completely dry with no evidence of any recent watering.

On March 21st, AQ Specialist Osborn met with Mr. Scheideman to discuss the fugitive dust situation at Pioneer Meadows. AQ Specialist Osborn asked Mr. Scheideman if he had received the email sent out by Branch Chief Charlene Albee on March 19th notifying them that the National Weather Service had issued a high wind warning predicting winds from 20-30 mph, with gusts of 60 mph in wind prone areas. The email recommended all open land areas be assessed so that any and all precautions necessary to control dust may be taken during this wind event. Mr. Scheideman acknowledged receipt of the email. AQ Specialist Osborn confirmed that five (5) Lennar Homes representatives were on the email distribution list.

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DBOH AGENDA ITEM NO. 8. A. 1. a.

April 25, 2013

DBOH/Pioneer Meadows Development/Case 1114

Page 2

Upon reviewing the compliance history of this project, AQ Specialist Osborn noted that Lennar Homes was issued Notice of Violation No. 5151 on March 31, 2012, for violation of permit conditions resulting in fugitive dust emissions, which was upheld by the District Board of Health with a fine of \$2,500. Based on his observations of the project site and the compliance history, AQ Specialist Osborn issued Notice of Violation Citation No. 5376 for a major violation of Section 030.2175 for operations contrary to the dust control permit resulting in excess fugitive dust emissions.

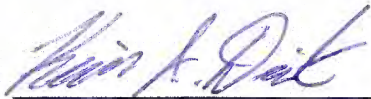
Settlement

On March 27, 2013, Senior AQ Specialist Dennis Cerfoglio conducted a negotiated settlement meeting attended by AQ Specialist Osborn, Mr. Scheideman, and Mr. Dustin Barker, Vice President of Pioneer Meadows Development LLC. After consideration of all the facts presented in the case, including the fact that the entire project area was already being re-palletized, Senior AQ Specialist Cerfoglio proposed that Citation No. 5376 be upheld with a fine of \$7,500. A Memorandum of Understanding was signed by all parties.

Alternatives

1. The District Board of Health may determine that no violation of the Regulations has taken place and dismiss Citation No. 5376.
2. The Board may determine to uphold Citation No. 5376 and levy a fine in the range of \$0 to \$10,000 per day.

In the event the Board determines to change the penalty, the matter should be continued so that Pioneer Meadows Development may be properly noticed.



Kevin Dick, Division Director
Air Quality Management

KD/DC: ma



NOTICE OF VIOLATION

NOV 5376

DATE ISSUED: March 20, 13

ISSUED TO: Pioneer Meadows Develop. PHONE #: 775-789-3233

MAILING ADDRESS: 10345 Professional Circle CITY/ST: Reno, NV ZIP: 89521
Ste 100

NAME/OPERATOR: Tim Scheideman PHONE #: 745-0049

PERMIT NO. B12025 COMPLAINT NO. Comp 13-0038

YOU ARE HEREBY OFFICIALLY NOTIFIED THAT ON 03-20-13 (DATE) AT 1:20 p.m. (TIME), YOU ARE IN VIOLATION OF THE FOLLOWING SECTION(S) OF THE WASHOE COUNTY DISTRICT BOARD OF HEALTH REGULATIONS GOVERNING AIR QUALITY MANAGEMENT:

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

VIOLATION DESCRIPTION: Major violation of conditional dust control permit # B12025, condition #1, controlling fugitive emissions of dust.

LOCATION OF VIOLATION: Pioneer Meadows - Village, Wingfield Hills & Rolling Meadows Dr.

POINT OF OBSERVATION: on site; See attached photos

Weather: Real / wind from West SW 19 to 32.4 mph Wind Direction From: N E S W

Emissions Observed: Fugitive Dust
 (If Visual Emissions Performed - See attached Plume Evaluation Record)

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

Signature _____

CITATION: You are hereby notified that effective on 3-20-13 (date) you are in violation of the section(s) cited above. You are hereby ordered to abate the above violation within 10 hours/days. You may contact the Air Quality Management Division to request a negotiated settlement meeting by calling (775) 784-7200. You are further advised that within 10 working days of the date of this Notice of Violation, you may submit a written petition for appeal to the Washoe County Health District, Air Quality Management Division, P.O. Box 11130, Reno, Nevada 89520-0027. Failure to submit a petition within the specified time will result in the submission of this Notice of Violation to the District Board of Health with a recommendation for the assessment of an administrative fine.

SIGNING THIS FORM IS NOT AN ADMISSION OF GUILT

Signature: [Signature] Date: 3/21/2013

Issued by: [Signature] Title: AQSI

PETITION FOR APPEAL FORM PROVIDED



DISTRICT HEALTH DEPARTMENT AIR QUALITY MANAGEMENT DIVISION

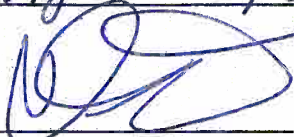
MEMORANDUM OF UNDERSTANDING

AIR QUALITY MANAGEMENT DIVISION
WASHOE COUNTY HEALTH DISTRICT

Date: 3-28-2013
Company Name: Pioneer Meadows Development LLC
Company Address: 10345 Professional Circle # 100
Notice of Violation No.: 5376 Case No.: 1114
Location of Violation: Wingfield Hills Drive Rolling Meadows

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
Major Violation of Dust Control Permit #B12025
condition #1 failure to control fugitive dust emissions

A settlement of this matter has been negotiated between the undersigned parties resulting in a penalty amount of \$ 7,500⁰⁰. This settlement will be submitted to the District Board of Health for review at the regularly scheduled meeting on April 25, 2013.




Signature of Company Representative

DUSTIN BARKER

Print Name
VICE PRESIDENT

Title



Witness

Witness

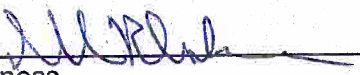


Signature of District Representative

DENNIS A. CERFOGLIO

Print Name
Sr. Air Quality Spec.

Title



Witness

Witness

**AIR QUALITY MANAGEMENT - ADMINISTRATIVE PENALTY TABLE &
RECOMMENDED FINE CALCULATION WORKSHEET**

Administrative Penalty Table

Air Quality Management Division Washoe County Health District

I. Minor Violations - Section 020.040(C)

<u>Regulation</u>	<u>1st Violation</u>	<u>2nd Violation</u>
040.005 Visible Emissions	\$ 1,000	\$ 2,500
040.030 Dust Control (fugitive)	250	750
040.035 Open Fires	500	1,000
040.040 Fire Training	500	1,000
040.050 Incinerator	1,000	2,000
040.051 Woodstoves	500	1,000
040.055 Odors	1,000	2,000
040.080 Gasoline Transfer (maintenance)	1,000	2,000
040.200 Diesel Idling	500	1,000
050.001 Emergency Episode	1,000	2,000

II. Major Violations - Section 020.040

<u>Regulation</u>	<u>Violation</u>	<u>Source Category</u>	
		<u>Minimum</u>	<u>Maximum</u>
030.000	Construction/Operating without Permit (per major process system or unit/day)	\$ 5,000	\$ 10,000
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)	5,000	10,000
030.235	Failure to Conduct Source Test or Report (per Reporting Period for Each Unit)	2,500	5,000
	All other Major Violations (per day or event)	\$10,000	\$ 10,000
030.000	Construction Without a Dust Control Permit Project Size – Less than 10 acres Project Size – 10 acres or more	\$ 500 + \$50 per acre \$1,000 + \$50 per acre	

III. Major Violations - Section 030.107 Asbestos

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

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

Company Name Pioneer Meadows Development/Lennar Homes
 Contact Name Tim Scheideman, Operations Manager

Case # 1114 NOV # 5376 Complaint CMP13-0038

Violation of Section 030.2175 Operations Contrary to Permit

I. Base Penalty as specified in the Penalty Table = \$ 10,000

II. Severity of Violation

A. Public Health Impact

1. Degree of Violation

(The degree of which the person/company has deviated from the regulatory requirements)

Minor – 0.5 Moderate – 0.75 Major – 1.0 Adjustment Factor 1.0

2. Toxicity of Release

Criteria Pollutant – 1x
 Hazardous Air Pollutant – 2x Adjustment Factor 1.0

3. Environmental/Public Health Risk (Proximity to sensitive environment or group)

Negligible – 1x Moderate – 1.5x Significant – 2x Adjustment Factor 2.0

Total Adjustment Factors (1 x 2 x 3) = 2.0

B. Adjusted Base Penalty

Base Penalty 10,000 x Adjustment Factor 2.0 = \$ 20,000

C. Multiple Days or Units in Violation

Adjusted Penalty _____ x Number of Days or Units _____ = \$ _____

D. Economic Benefit

Avoided Costs \$ 1560 + Delayed Costs \$ _____ = \$ 1,560

3 water trucks x \$65/hr x 8 hrs

Penalty Subtotal

Adjusted Base Penalty \$ 20,000 + Economic Benefit \$ 1,560 = \$ 21,560

III. Penalty Adjustment Consideration

A. Degree of Cooperation (0 – 25%) +(-) 25 %

B. Mitigating Factors (0 – 25%) +(-) 25 %

1. Negotiated Settlement
2. Ability to Pay
3. Other (explain)

C. Compliance History

No Previous Violations (0 – 10%) - _____ %

Similar Violation in Past 12 months (25 - 50%) + 25 %

Similar Violation within past 3 year (10 - 25%) + _____ %

Previous Unrelated Violation (5 – 25%) + _____ %

Total Penalty Adjustment Factors – sum of A, B, & C -25 %

IV. Recommended/Negotiated Fine

Penalty Adjustment:

<u>\$ 21,560</u>	x	<u>-25 %</u>	=	<u>\$ -5,390</u>
Penalty Subtotal (From Section II)		Total Adjustment Factors (From Section III)		Total Adjustment Value

Additional Credit for Environmental Investment/Training – Immediate application of dust palliative on 291 acres project site, -50% applied to adjusted penalty subtotal

Adjusted Penalty:

<u>\$ 21,560</u>	-	<u>\$ 14,060</u>	=	<u>\$ 7,500</u>
Penalty Subtotal (From Section II)		Total Adjustment Value (From Section III + Credit)		Recommended/Negotiated Fine



 Air Quality Specialist

4-15-13
 Date

**AIR QUALITY MANAGEMENT
DUST CONTROL PERMIT # B12025
ISSUED TO PIONEER MEADOWS DEVELOPMENT
ISSUE DATE: JUNE 21, 2012 / EXPIRATION DATE: DECEMBER 19, 2013**



WASHOE COUNTY HEALTH DISTRICT

AIR QUALITY MANAGEMENT DIVISION



Public Health
Prevent. Promote. Protect.

COPY

Conditional Dust Control Permit Approval #: B12025

Name of Development: *Pioneer Meadows - Villages 5B, 6B, 7, 10, 11, 12, BP & Pond*
(291 Acres Disturbed)

Specific Location: Wingfield Hills Dr & Rolling Meadows Dr

Property Holder: Pioneer Meadows Development Expiration Date: 12-19-2013

The following requirements are special conditions of approval for this dust control permit in addition to the standard conditions noted in the permit application. The special conditions noted below must be followed in all activities covered in this permit.

1. Three (3) water trucks will be assigned and available for operation 24 HOURS A DAY, 7 DAYS A WEEK for the purpose of water application for control of fugitive dust. If three water trucks cannot control fugitive dust emissions from equipment operations and/or gusty wind conditions, the applicant shall immediately provide additional water trucks. CESSATION OF OPERATIONS IS REQUIRED IF DUST CANNOT BE CONTROLLED DUE TO EQUIPMENT OPERATIONS AND/OR GUSTY WIND CONDITIONS. IF CESSATION OF OPERATIONS IS USED AS A DUST CONTROL MEASURE, CONTINUED WATERING OF THE PROJECT IS REQUIRED.
2. Dust emissions generated on any entrance or exit haul roads due to equipment operations or gusty wind conditions must be controlled 24 hours a day, 7 days a week, by the use of water application or an environmentally safe dust palliative (District Regulation 040.030, Section C. 2. a. and b.) Any palliative used must comply with state and local regulations and not provide a noxious odor or contaminate ground water.
3. All projects importing or exporting dirt, rock or other fill materials must comply with the work practice standards in District Regulation 040.030, Section C. 4., including load tarping, watering or Freeboard. Any soil tracked onto adjoining paved roadways will be promptly removed by wet broom or washing. Regular vacuum or wet sweeping will be performed at least daily, and more often if necessary or if ordered by the Control Officer due to a violation. Any materials tracked out or spilled which cause visible fugitive dust for a period of five (5) minutes in any hour period shall be cleaned up immediately.
4. Any soil or fill storage piles operated or maintained as a part of this construction lot will be covered or wetted down sufficiently to prevent wind blown dust. Dust emissions from screening operations will be controlled by the use of a water truck or other control measure that prevents fugitive dust.

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Conditional Dust Control Permit # B12025

Pioneer Meadows - Villages 5B,6B,7,10,11,12,BP & Pond * Wingfield Hills Dr & Rolling Meadows Dr

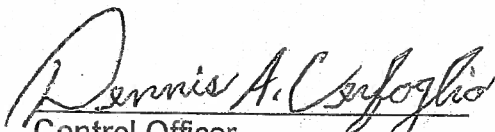
5. The applicant shall implement additional dust control measures, such as extra water trucks, water cannons, re-vegetation, environmentally safe dust palliatives (which comply with all applicable regulations and do not emit a noxious odor and do not contaminate ground water), wind fencing, and/or cessation of operations should these measures fail to control fugitive dust emissions from this project.
6. Once final grade has been completed, and if no structures are being constructed, the owner/developer shall be required to establish a long-term stable surface. This shall include re-vegetation or covering the disturbed soil with rock or crushed asphalt products within 30 days of completion of final grade. The use of an approved palliative is an option, but must be approved by the Air Quality Management Division (AQMD) prior to application.
7. The applicant shall provide a Material Safety Data Sheet (MSDS) and dilution ratio to AQMD staff for any dust palliative selected for use as a dust control measure at this site.
8. A copy of this dust control permit shall be maintained at the construction project site and available to any sub-contractor or Air Quality Management Division inspector to review upon request.
9. ANY CHANGES MADE TO THE PROPOSED OPERATIONS, SCOPE OF WORK OR SURFACE DISTURBANCES UNDER THIS DUST CONTROL PERMIT shall be submitted to the Washoe County Health District, AQMD in writing and must receive approval from the Control Officer prior to implementation.
10. The owner or the general contractor shall erect an informational sign at the main entrance to the project site. The sign shall be a minimum of 4 ft by 4 ft in size, and shall be in place prior to initiation of disturbance of the ground surface. The sign lettering shall be at least 4 inches high and shall be bold and easily readable by the public. The sign shall remain in place for the life of the project. The sign shall include the following information, also see attached example:
 - a) The name of the project.
 - b) A statement identifying the General Contractor.
 - c) A statement proclaiming that "All operators at this site are required to control dust emissions from their operations. The General Contractor is required to oversee and control project wide dust emissions."
 - d) A statement proclaiming that "For dust related problems coming from this site, or to make a dust complaint, call this phone number 24 hours per day, seven days per week: (775) 784-7200. A 24-hour phone number for both the Contractor/Developer and the Air Quality Management Division shall also be posted. The 24-hour phone number for complaints to the Air Quality Management Division is (775) 784-7200.

Conditional Dust Control Permit # B12025

Pioneer Meadows - Villages 5B,6B,7,10,11,12,BP & Pond * Wingfield Hills Dr & Rolling Meadows Dr

11. A log book of all dust control operations, containing all information as required by the Control Officer in the standard "WASHOE COUNTY DUST CONTROL LOG" must be maintained on a daily basis (copies of blank log sheets are available at the Air Quality Management Division Office). Required information includes, but is not limited to, the number of **OPERATING** water trucks/pulls, the size of **OPERATING** water trucks/pulls (gallons capacity of each truck/pull), and the condition of the surface crust on disturbed areas. The operator shall record in the logbook all dust control efforts and the compliance level of the site with dust control requirements. The logbook shall be kept at the project site and made available to District representatives upon request.
12. Visible dust may not be emitted into the air from any operations or disturbed areas of this project for more than 5 minutes in any hour period (Regulation 040.030, Section C. 1). All disturbed areas must maintain a visible surface crust or other cover in compliance with Regulation 040.030, Section C.2.c. Compliance shall be determined using US Environmental Protection Agency Reference Method 22, with an observation period of not less than 5 minutes in any hour period. Copies of District Regulations, enforcement policies and USEPA Reference Testing Methods may be obtained by contacting the Air Quality Management Division at (775) 784-7200.
13. Failure to comply with all of the requirements of this Dust Control Permit shall be considered a citable violation of District Regulations and this dust control permit. Citations may be issued for each day of violation, in amounts up to \$10,000 per day as stated in District Regulations.
14. Any use of recycled wastewater from a public or private sewer treatment plant must take into account the protection of public health.

NOTE: All operators who clear more than one (1) acre of land also need an NPDES permit addressing water quality issues related to storm run-off from the Nevada Division of Environmental Protection. Contact the Bureau of Water Pollution Control at (775) 687-9418 for further information.


Control Officer

June 21, 2012
Effective Date

December 19, 2013
Expiration Date

THIS IS NOT A GRADING PERMIT. THESE CONDITIONS ADDRESS DUST CONTROL ONCE THE GRADING PERMIT HAS BEEN OBTAINED. IF THE GRADING PERMIT IS DENIED THIS PERMIT IS VOID.

DUST CONTROL PERMIT APPLICATION

AIR QUALITY MANAGEMENT DIVISION
PO Box 11130, Reno NV 89520-0027 * (775) 784-7200 * Fax (775) 784-7225

FEE as of July 1, 2011: \$108.00 per acre (Less than .5 acres round down; .5 and greater round up)

THE "APPLICANT" IS RESPONSIBLE FOR ALL DUST CONTROL 24 HOURS A DAY, SEVEN DAYS A WEEK, INCLUDING WEEKENDS AND HOLIDAYS, FROM COMMENCEMENT OF PROJECT TO COMPLETION.

The Applicant must be the Property Owner/Developer, and signed by the Applicant or his Attorney in Fact. Fill in the application completely or it will be returned for completion.

To be filled in by AQ Staff
Permit No.: B12025
Area: 2 MIKE
Water Truck(s): 3
Hydro Basin: Yes [No]

- 1. Name of Development: PIONEER MEADOWS - Villages SB, 6B, 7, 10, 11, 12, B1 + PAWD
2. Development Address: WINDFIELD HILLS DRIVE + ROLLING MEADOWS DRIVE
3. Size of Project (disturbed acres): 291 ACRES
4. Type of Project (choose one): Residential - Single Family [X] Residential - Multi Family Commercial with Residential Road Construction - New Road Construction - Maintenance/Rehabilitation Commercial / Industrial Municipal/Utilities
6. If renewing an existing permit, list permit number: D10020 EXPIRES 6/13/2012

NOTE - - The Dust Control Permit is valid for eighteen (18) months from the date of approval. If the project is not complete or has not commenced by the expiration date, the Applicant must submit a renewal application to the Air Quality Management Division. Failure to do so will result in the Permit expiring and could result in a citation.

7. APPLICANT -- Name and current Address of Property Owner/Developer:
Owner/Developer: PIONEER MEADOWS DEVELOPMENT Contact: TIM SCHEIDTMAN
Address: 10345 PROFESSIONAL CIRCLE, SUITE 100
City: RENO State: NV Zip: 89521
Phone Number: 775-789-3233 Email: TIM.SCHEIDTMAN@LEMMAR.COM

8. Name and current Address of Project Engineer/Consultant:
Engineer/Consultant: WOOD RODGERS, INC Contact: CARM CUNYAN
Address: 5440 RENO CORPORATE DRIVE
City: RENO State: NV Zip: 89511
Phone Number: 823-4063 Email: CCUNYAN@WOODRODGERS.COM

9. Name and Address of General Contractor:
Contractor: SAME AS 7 Contact:
Address:
City: State: Zip:
Phone Number: Email:

10. Name and Address of Grading/Excavating Contractor:
Contractor: N/A Contact:
Address:
City: State: Zip:
Phone Number: Email:

CHECK \$31428.00
1 061312 8047610 TWO

11. Proposed Construction Dates – Per Phase:

*** provide grading and phasing maps ***

On-Site Grading/Excavation: Start: N/A Complete: _____
Building Construction: Start: N/A Complete: _____

12. Will fill material be required? Yes _____ yd³; No XY
13. Will there be an excess of native material as a result of excavation? Yes _____ yd³; No XY

14. Amount of Material to be excavated (yd³): N/A
15. Is there a soil analysis report available? Yes XX No _____

16. On-Site soil type: SANDY SILT

17. Method of dust control to be utilized (per phase): (attach a map showing dust control strategy-utilize scale with contours)

Water Truck(s) 3 (number of trucks)
Chemical Sealant PAPER MULLIN + TACKIFIER (type – attach MSDS Sheets)
Sprinklers/Water Cannons NO (locations)
Compaction 90% (percent)
Enclosure FENCES (fences, windbreaks)
Revegetation AT POND AREA ONLY FUTURE (type – attach seeding schedule)
Will temporary irrigation be supplied? Yes _____ No XY
Water Source: POND ON SITE
Speed Limits 25 Other _____

NOTE - - Permanent stabilization methods such as construction/landscaping, revegetation, chemical sealant/palliative, or other approved method(s) of dust suppression must occur "within 30 days of grading completion". Dust suppression must continue regardless of construction status.

18. Method to control mud and soil being tracked onto adjacent paved roadways: _____

STABILIZED CONSTRUCTION ENTRANCE

19. Frequency of daily street cleaning: AS NEEDED

20. Describe the methods (fences, barriers, etc.) to prevent unauthorized traffic on the construction site(s): _____

FENCES

21. Persons to be contacted during non-working hours in case of dust problems:

Name & Phone no: TIM SCHEIDEMAN 745-0049 Email: TIM.SCHEIDEMAN@LENUAR.COM

Name & Phone no: MAX HALTON 848-0148 Email: MAX.HALTON@LENUAR.COM

22. The Applicant's (Owner/Developer) signature or that of his/her Attorney in fact on this application shall constitute agreement by the Applicant to accept responsibility for meeting the "Conditions of Plan" (attached):

[Signature]
Signature
TIM SCHEIDEMAN
Print or type name
PIONEER MEADOWS DEVELOPMENT
Company Name

6/2/12
Date
OPERATIONS MANAGER
Title
789-3233
Phone Number

DUST CONTROL PERMIT PIONEER MEADOWS LENNAR

SPARKS

NEVADA

MAY 2012

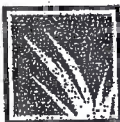


WOOD RODGERS
DEVELOPING INNOVATIVE DESIGN SOLUTIONS

5440 Reno Corporate Drive
Reno, NV 89511

Tel 775.823.4068
Fax 775.823.4066

A wood cellulose fiber mulch manufactured from clean recycled newspaper creating an environmental friendly media for all types of erosion control and planting projects. The surface area of the paper allows for even product distribution while creating a stable matrix for protected seed growth. NaturesOwn mulch works best with NaturesOwn Triple Tac Tackifier which is a leading tackifier in the industry.



NaturesOwn
We've Got You Covered

ADVANTAGES

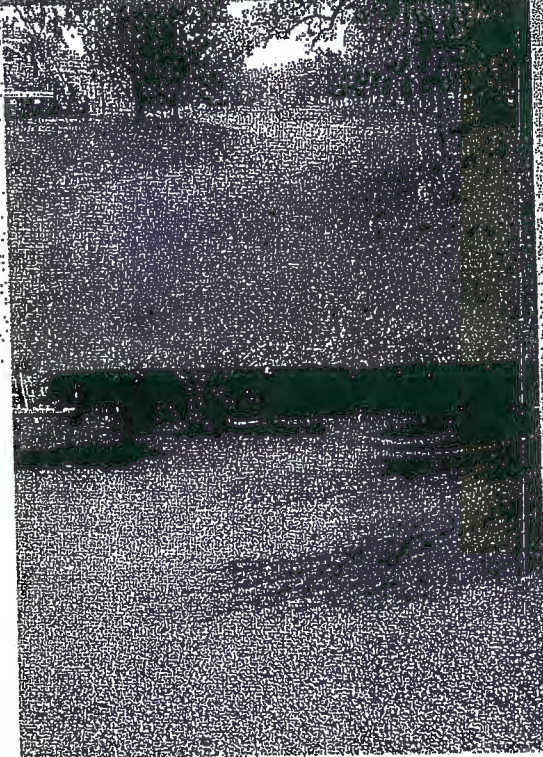
- Works in all hydro-seeding equipment
- Gives you 20% more loading capacity than wood mulch
- Fast to load from easy to handle bales
- Mixes easily with water and virtually eliminates clogs or plugging
- Flows smoothly and gives you uniform distribution

APPLICATIONS

- Hydro-Seeding
- Strawtacking

TYPICAL PROJECTS

- Highways
- Golf Courses
- Reclamation
- Residential and Commercial Landscaping



product specifications

Packaging: 50 lb bales

Shipment: 2250 lb pallet

Typical Application Rate:	Hydro-Seeding:
Mod. to 3:1	1500 lb/acre
3:1 to 2:1	2000 lb/acre
Greater than 2:1	2500 lb/acre
	Strawtacking:
	750 lb/acre

PHYSICAL PROPERTIES

- Water Holding Capacity >1000%
- Moisture Content 12% +/- 3
- Organic Matter >93%
- Ash Content <7%
- pH Range 6.9 +/- 2

Distributed by:



Hamilton Manufacturing Co., Inc.
901 Russet Street, Twin Falls, Idaho 83301 USA
208-733-9689 Fax 208-733-9447 E-mail info@hmi-mfg.com
<http://www.hmi-mfg.com/>

We've Got You Covered

Printed on recycled stock



www.hmi-mfg.com

Call us at 208-733-9689 (US Customers)
Ask about our hydro-seeding equipment and our product guarantee



NaturesOwn
We've Got You Covered

APPLICATION RATES *50 lb bags*

SLOPE	RECOMMENDED RATE	TANK SIZE	MULCH		COVERAGE			
			gal/liters	lbs	no. of bags	acres	hectares	ft ²
Moderate to 3:1 slope	1500 lbs per acre or 30 bags per acre	3000/11355.6	1500	30	1.00	0.4	43560	3920
		2500/9463	1250	25	0.83	0.33	36300	3267
		1000/3785.2	500	10	0.33	0.13	14520	1307
		500/1892.6	250	5				
3:1 to 2:1 slope	2000 lbs per acre or 40 bags per acre	3000/11355.6	1500	30	0.75	0.3	32670	2940
		2500/9463	1250	25	0.63	0.25	27225	2450
		1000/3785.2	500	10	0.25	0.05	10890	980
		500/1892.6	250	5	0.13	0.01	5445	490
Greater than 2:1 slope	2500 lbs per acre or 50 bags per acre	3000/11355.6	1500	30	0.6	0.24	26130	2352
		2500/9463	1250	25	0.5	0.2	21775	1960
		1000/3785.2	500	10	0.2	0.08	8710	784
		500/1892.6	250	5	0.1	0.04	4355	392

MULCH MIXING RATIO

Mixing Ratio for NaturesOwn Mulch (50 lb bags): 2 parts water: 1 part Mulch

Example:

100 gallons water: 1 (one) 50 lb bag NaturesOwn Mulch
700 gallons water: 7 (seven) 50 lb bags NaturesOwn Mulch

MIXING INSTRUCTIONS

After the tank is 1/3 full of water add seed and amendments; mix well. Continue filling tank with water and add mulch; mix well. If using compost stop adding water 2/3 full and then mix compost. Finish by filling with water.



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Call us at 208-733-9689

Ask about our hydro-seeding equipment and our product guarantee

MATERIAL SAFETY DATA SHEET

Effective Date: February 1, 1996

Natures Own® Mulch (Hydroseeding Mulch)
 Natures Own® Mulch is a registered trademark of Hamilton Mfg., Inc.

CHEMICAL PRODUCT AND COMPANY IDENTIFICATION

Product Name:	Natures Own® Hydromulch	Manufacturer:
Chemical Formula:	(C ₁ H ₁₅ O ₅)·Na ₂ SO ₄ ·C ₁₆ H ₃₉ O ₇ ·SNa 2C ₂₃ H ₂₅ N ₂ +3C ₂ H ₂ O ₄	Hamilton Manufacturing 901 Russet Street Twin Falls, ID 83301
Chemical Family:	Hydromulch	Emergency Phone Numbers: Hamilton Mfg. 208-733-9689
CAS Registry Number:	Not Established	
ACGIH TLV:	15 mg/m ³ (respirable)	
HMS Rating:	Health 0 Reactivity 0 Flammability 1 Personal Protection "E"	

HAZARD IDENTIFICATION

Emergency Overview: This product does not contain regulated levels of hazardous ingredients as defined in OSHA STANDARD 29 CFR 1910.1000.

Nature's Own® hydroseeding mulch is a green, odorless wood fiber material treated with Navizol green liquid for color application control. This product does not present any unusual hazard if involved in a fire. Nature's Own® mulch presents little or no hazard (to humans) and has low acute oral and dermal toxicities.

POTENTIAL ECOLOGICAL EFFECTS:

This product's inherent design is used with revegetation and is not harmful to ecological systems.

POTENTIAL HEALTH EFFECTS:

Rates of Exposure: Inhalation is the most significant route of exposure in occupational and other settings. Dermal exposure is not usually a concern because Nature's Own® mulch is not absorbed through intact skin.

Inhalation: Nature's Own® mulch is not likely to be hazardous by inhalation.

Eye Contact: Nature's Own® mulch is non-irritating to eyes in normal industrial use.

Skin Contact: Nature's Own® mulch does not cause irritation to intact skin.

Ingestion: Products containing Nature's Own® mulch are not intended for ingestion. Nature's Own® mulch has a relatively low acute toxicity. Swallowing large amounts may cause gastrointestinal symptoms.

Cancer: Nature's Own® mulch is not considered a carcinogen.

FIRST AID MEASURES

Inhalation: No special treatment is necessary since Nature's Own® mulch is not likely to be hazardous by inhalation. Prolonged exposure to dust levels in excess of regulatory limits should always be avoided.

Eye Contact: Use eye wash fountain or fresh water to cleanse eye. If irritation persists for more than 30 minutes, seek medical attention.

Skin Contact: Wash affected area with soap and water.

Ingestion: If swallowed, give two glasses of water to drink and seek medical attention.

FIRE FIGHTING MEASURES

General Hazard: None when in solution.

Flash Point:	Not Applicable
Flammable Limits LEL:	1
Flammable Limits UEL:	Not Applicable
Extinguishing Media:	Water
Special Fire Fighting Procedures:	None
Unusual Fire & Explosion Hazards:	None

ACCIDENTAL RELEASE MEASURES

General: Nature's Own® mulch is biodegradable and will not cause damage to trees or vegetation by root absorption.

Land Spill: Vacuum, shovel or sweep up Nature's Own® mulch and place containers for disposal in accordance with applicable state and local regulations. No personal protective equipment is needed to clean up land spills.

Water Spill: Nature's Own® mulch will not cause localized contamination of surrounding waters. There is no known damage at high concentrations to local vegetation, fish and other aquatic life. This product's inherent design is to be used with other compatible revegetation products.

HANDLING AND STORAGE

Storage Temperature: Ambient
Storage Pressure: Atmospheric
Special Sensitivity: None known.

General: No special handling precautions are required, but dry, indoor storage is recommended. To maintain package integrity, bags should be handled on a "first-in, first-out" basis.

EXPOSURE CONTROL/PERSONAL PROTECTION

Engineering Controls: Use local exhaust ventilation to keep airborne concentrations of Nature's Own® mulch dust below permissible exposure levels.

Personal Protection: Where airborne concentrations are expected to exceed exposure limits, NIOSH/MSHA certified respirators must be used. Eye goggles and gloves are not required for normal industrial exposures, but may be warranted if environment is excessively dusty.

Occupational Exposure Limits: Nature's Own® mulch is listed/regulated by OSHA, Cal OSHA and ACGIH as "Particulate Not Otherwise Classified" or "Nuisance Dust".

OSHA: PEL*	15 mg/m ³ total dust and 5 mg/m ³ respirable dust
ACGIH: TLV**	5 mg/m ³ (respirable)
Cal OSHA: PEL*	5 mg/m ³

*PEL = "Permissible Exposure Limit"
 **TLV = "Threshold Limit Value"

Hamilton Manufacturing, Inc. — Nature's Own Mulch

2

<u>PHYSICAL AND CHEMICAL PROPERTIES</u>	
Appearance:	Green, fiber
Specific Gravity:	Not Established
Vapor Pressure:	Not Applicable
Solubility in Water:	Insoluble, Dispersible
Boiling Point:	Not Established
Melting Point:	Not Applicable
pH:	6.0 +/- .5
Viscosity:	Not Applicable
Chemical:	Green Liquid Less than 2% Surfactant Less than 2%
Fibrous Medium:	Greater than 96%

STABILITY AND REACTIVITYGeneral: Nature's Own® mulch is a stable product.Hazardous Decomposition: Thermal decomposition may produce carbon monoxide and carbon dioxide.DISPOSAL CONSIDERATIONSDisposal Guidance: Small quantities of Nature's Own® mulch can usually be disposed of at Municipal Landfill sites. No specific disposal treatment is required, but refer to state and local regulations for applicable site-specific requirements. Tonsage quantities of product are not recommended to be sent to landfills. Such product should, if possible, be re-used for an appropriate application.California Hazardous Waste Designation: California identifies substances with acute LD50's less than 5000 mg/kg as "hazardous wastes". Nature's Own mulch is therefore not a "hazardous waste" if spilled in California. Refer to Regulatory Information for additional information.TRANSPORT INFORMATIONDOT Hazardous Material Classification: Nature's Own mulch® is not a U. S. Department of Transportation (DOT) Hazardous Material.DOT Hazardous Substance Classification: Nature's Own® mulch is not a DOT Hazardous Substance.International Transportation: Nature's Own® mulch has no U.N. Number, and is not regulated under international rail, highway, water, or air transport regulations.OTHER INFORMATIONNational Fire Protection Association (NFPA) Classification:Health - 0
Flammability - 1
Reactivity - 0*Hazardous Materials Information Systems (HMIS):Red: (Flammability) - 1
Yellow: (Reactivity) - 0
Blue: (Acute Health) - 1*

*Chronic Effects

ADDITIONAL INFORMATIONDefinition of Common Terms:

ACGIH	=	American Conference of Governmental Industrial Hygienists
C	=	Ceiling Limit
CAS#	=	Chemical Abstracts System Number
IARC	=	International Agency for Research on Cancer
MSHA	=	Mining Safety and Health Administration
NAP	=	Not Applicable
NAV	=	Not Available
NIOSH	=	National Institute for Occupational Safety and Health
NTP	=	National Toxicology Program
OSHA	=	Occupational Safety and Health Administration
PEL	=	Permissible Exposure Limit
STEL	=	Short-Term Exposure Limit (15 minutes)
TLV	=	Threshold Limit Value
TWA	=	Time-Weighted Average (8 hours)

INFORMATION PRESENTED HEREIN HAS BEEN COMPILED FROM SOURCES CONSIDERED DEPENDABLE, ACCURATE AND RELIABLE TO THE BEST OF OUR KNOWLEDGE AND BELIEF, BUT IT IS NOT GUARANTEED TO BE SO.

NOTHING HEREIN IS TO BE CONSTRUED AS RECOMMENDING ANY PRACTICE OR ANY PRODUCT IN VIOLATION OF ANY PATENT OR IN VIOLATION OF ANY LAW OR REGULATION. IT IS THE USER'S RESPONSIBILITY TO DETERMINE THE SUITABILITY OF ANY MATERIAL FOR A SPECIFIC PURPOSE AND ADOPT NECESSARY SAFETY PRECAUTIONS.

WE MAKE NO WARRANTY AS TO RESULTS TO BE OBTAINED IN USING ANY MATERIAL AND, SINCE CONDITIONS OR USE ARE NOT UNDER OUR CONTROL, WE MUST NECESSARILY DISCLAIM ALL LIABILITY WITH RESPECT TO USE OF ANY MATERIAL SUPPLIED BY US.



Material Safety Data Sheet

Identity: PT-Tac

Psyllium Industrial Powder

SECTION I

Manufactured for: Fiber Marketing International, Inc.
Emergency Phone: (800) 426-6002
Email: fibermarketing@comcast.net

SECTION II - HAZARDOUS INGREDIENTS/IDENTITY INFORMATION

Common Name:	Psyllium Industrial Powder
CAS Number:	9000-30-30
Botanical Name:	Plantago Ovata
Exposure Limits:	5mg/cum(respirable) PEL-TWA
Hazard Compound:	Vegetable Hydrocolloid 3mg/cum(respirable) TLV-TWA
OSHA Hazardous Matl:	Yes 10mg/cum(inhalable dust)
TLV-TWA	
OSHA Hazard Categories:	Irritant, sensitizer, combustible dust

SECTION III - PHYSICAL AND CHEMICAL CHARACTERISTICS

Boiling point (F):	Solid, not applicable
Appearance & odor:	Beige-tan powder with bean-like odor
Vapor pressure (mm Hg):	Solid, not applicable
Vapor density (air=1):	Solid, not applicable
Melting point:	Solid
Specific gravity (H2o=1):	Solid

SECTION IV - FIRE AND EXPLOSIVE HAZARD DATA

Flash Point:	Not applicable
Extinguisher Media:	Water, foam, Co2, dry powder
LEL:	Not applicable
Unusual fire & explosive:	Dust may be explosive if mixed with air at a high proportion and combined with an ignition source
UEL:	Not applicable
Special Fire Fighting	



PT Tac - cont'd

Procedures: Normal
Flammable Limits: Not applicable

SECTION V - REACTIVITY DATA

Stability: Stable
Hazardous polymerization: Will not occur
Incompatibility: Avoid strong oxidants
Conditions to avoid: Ignition sources and water
Hazardous decomposition products: None

SECTION VI - HEALTH HAZARD DATA

Emergency Overview: Concentrations of dust suspended in the air presents a fire and explosion hazard. Inhalation of dust may cause respiratory irritation and possible lung injury with symptoms of shortness of breath and reduced lung function. Plantago is very slippery when wet.

Acute Health Effects:

Eye contact: Contact may cause irritation based on studies with laboratory animals.

Skin Contact: Contact may cause dryness

Inhalation: Inhalation of dust may cause irritation of the nose, throat and respiratory passages. Symptoms include coughing, sore throat, nasal congestion, sneezing, wheezing, and shortness of breath. May cause life-threatening allergic reaction in susceptible individuals.

Ingestion: DO NOT INGEST. While this product is not toxic by ingestion, swallowing small amounts could cause complete blockage of the mouth, pharynx, trachea, esophagus and or gastrointestinal system which may cause choking, suffocation and/or other life threatening medical conditions. Get medical attention immediately.

Chronic Health Effects: Overexposure to any nuisance dust may cause lung injury. Symptoms include cough, shortness of breath, and reduced pulmonary function.

Carcinogenicity: None of the components of this product are listed as carcinogens or suspected carcinogens by OSHA, IARC or NTP

Medical Conditions aggravated by exposure: Persons with pre-existing skin and respiratory disorders may be at an increased risk from exposure.

1111 E. Trent Ave, Spokane, WA 99206
Fax: (509) 927-2330

Phone: (509) 927-4071



PT Tac – Cont'd

SECTION VII – PRECAUTIONS FOR SAFE HANDLING AND USE

Steps to be taken in case material is leaked or spilled: Vacuum and/or sweep up. Avoid wash down.
Very slippery when wet.

Waste Disposal Method: See local regulations. DO NOT dump down sewers or drains.

SECTION VIII – CONTROL MEASURES

Respiratory protection:	Use dust mask
Other protective equipment:	None
Ventilation:	Use in well ventilated areas
Eye protection:	Use safety goggle.
Protective gloves:	Use rubber gloves

SECTION IX – SPECIAL PRECAUTIONS

Precautions to be taken in handling and storing: Keep in cool dry place. Keep the container closed, when not in use.

Date of issue: 01/26/2004 Revision Date: 02/16/2009

Information presented herein has been compiled from sources considered dependable and is accurate and reliable to the best of our knowledge and belief, but it is not guaranteed to be so. Nothing herein is to be construed as recommending any practice or any product in violation of any patents or in violation of any laws or regulations. It is the user's responsibility to determine the suitability of any material for a specific purpose and adopt necessary safety precautions. We make no warranty as to results to be obtained in using any material and, since conditions of use are not under our control, we must necessarily disclaim all liability with respect to the use of any material supplied by us.

11111 E. Trent Ave, Spokane, WA 99206
Fax: (509) 927-2330

Phone: (509) 927-4071

Fiber Marketing Additive Package

PT-Tac A BETTER PLANTAGO TACKIFIER

PT-Tac is a premium Ovata Plantago tackifier. It is a natural organic, plant derived material, which is highly effective and economical for holding surface applications of hay or straw mulch in place. It is also used as a tackifier in hydroseeding.

PT-Tac aids in tacking wood fiber and straw mulch as well as surface soil. This adhesion helps stabilize revegetation and erosion control materials during germination. PT-Tac breaks down slowly in the microbiological process.

PT-Tac, a member of the Psyllium group, has a reliable performance record as a quality tackifier. Its success has set a standard for the industry. It is an excellent tackifier for use on straw as well as hydraulic planting fiber.

Application Rates: Hydroseeding:

Water Gallons	PT-Tac Pounds	Mulch pounds	Coverage at 2,000 Pounds mulch/acre		Amounts of seed & fertilizer Are in addition to the rates.
			Acre	Sq. Ft.	
900	10.8	360	0.18	7,841	Check job specifications for Exact amount.
1500	18	600	0.30	13,068	Tackifiers amount shown is Based on 60 pounds/acre.
2500	30	1000	0.50	21,800	Steeper slopes and loose or raveling soils, use heavier rates

Straw Mulch Application

Water Gallons	PT-Tac Pounds	Mulch (tracer) lbs.	Coverage at 330 pounds mulch/acre		Any other additives are in addition to the rates.
			Acre	Sq. Ft.	
900	72	200	.60	26,136	Check job specifications for Exact amount.
1200	96	250	.80	34,848	PT-Tac amount is based On 120 pounds/acre.
1500	120	350	1	43,569	

Mixing Instructions

Fill tank 1/2 with water. Turn on agitator. Add PT-tac to the area of greatest agitation. Pour slowly for best mixing. Add other slurry ingredients after the tackifier has been mixed.

Packaging

PT-Tac is a dry powder. It is convenient to handle and transport. Packaged in strong, durable, poly-lined burlap bags. 50 lbs. (22.68 kg.).

Specification

The tackifier shall be 100% Plantago Ovata vegetable hydrocolloid. The natural hydrocolloid shall contain no additives and remain unaltered.

Fiber Marketing International, Inc. warranty: The material contained in this data sheet is provided in good faith and is accurate to the best of our knowledge. Users are advised to verify that this product is suitable for their particular purposes prior to their use of it. Seller makes no warranty, whether expressed or implied, including warranties of merchantability or fitness for a particular purpose. Buyer accepts liability for and shall defend, indemnify and hold seller harmless from and against all claims, liabilities, costs and expenses arising from or connected with the possession, transportation, handling, unloading, storage, processing or use of the product alone or in combination with other substances.

Fiber Marketing International, Inc.
2211 West Valley Highway E. P.O. Box 2086, Sumner, WA 98390
Tel (253) 891-0400 Fax (253) 891-0419
Toll Free (800) 426-6002

PT-TAC

A BETTER PLANTAGO TACKIFIER

PT-Tac is a premium Ovata Plantago tackifier. It is a natural organic, plant derived material, which is highly effective and economical for holding surface applications of hay or straw mulch in place. It is also used as a tacifier in hydroseeding.

PT-Tac aids in tacking wood fiber and straw mulch as well as surface soil. This adhesion helps stabilize revegetation and erosion control materials during germination. PT-Tac breaks down slowly in the microbiological process.

PT-Tac, a member of the psyllium group, has a reliable performance record as a quality and economical tackifier. Its success has set a standard for the industry.

PT-Tac is a select form of the psyllium husk and is a versatile product. This tacking agent provides good natural resistance to bacterial action and enhances germination. PT-Tac is an excellent tacifier for use on straw as well as hydromulch fiber.

A common use of PT-Tac is to apply the tackifier slurry over the top surface of straw. A tracer of hydromulch is usually added to the slurry to aid in getting complete coverage. This method is best for stabilizing the straw, while protecting the seed during germination.

The application rate of PT-Tac varies from 60 pounds to 120 pounds per acre. The rate depends on the steepness of slopes as well as raveling of surface soils.

PT-Tac, being a dry powder, is convenient to handle and transport. It is packaged in strong, durable, poly-lined burlap bags. Net weight is 50 lbs. (22.68 kg.) per bag.

Fiber Marketing International, Inc.
2806 N.E. Sunset Blvd., Suite A
Renton, WA 98056-3180
Tel: 800-426-6002 Fax: 425-277-9971
Email: fibermktg@email.msn.com

Suggested slurry mix for hydroseeding

Water Gallons	PT-Tac Pounds	Mulch Pounds	Area Acres	Covered Sq. Feet
900	10.8	360	.18	7,841
1500	18.0	600	.30	13,068
2500	30.0	1000	.50	21,780

The above rates are at 60 pounds per acre. Increase PT-Tac to 100 pounds per acre on critical sites.

Suggested slurry mix for straw tacking

Water Gallons	PT-Tac Pounds	Mulch (tracer) lbs.	Area Acres	Covered Sq. feet
900	72	200	.60	26,136
1200	96	166	.80	34,848
1500	120	333	1.00	43,560

The above rates are at 120 pounds per acre.

PT-Tac Benefits

- ◆ Easy clean up
- ◆ Biodegradable
- ◆ Hydrates quickly
- ◆ Consistent quality bag to bag
- ◆ Nontoxic – no growth inhibitors
- ◆ Forms organic network on drying

Analysis

- ◆ Fiber 4.00%
- ◆ Protein 1.62%
- ◆ Ash 2.70%
- ◆ pH 6.80
- ◆ Color Light tan
- ◆ MSDS-Naturally occurring material

Application Rates

The recommended use rate for PT-Tac is 60 pounds per acre. On steeper slopes, and loose or raveling soils, use heavier rates as indicated in the above charts.

PT-Tac meets or exceeds performance specifications as a dry powder tackifier for dust and erosion control, and revegetation, when used at the recommended application rates.

Mixing Instructions

Fill empty tank with water approximately ¼ full. Turn on agitation and continue filling with water. Add dry powder PT-Tac to the area with greater agitation. Pour slowly for best mixing. Add other slurry ingredients after tackifier.

Fiber Marketing International, Inc warranty: The material contained in this data sheet is provided in good faith and is accurate to the best of our knowledge. Users are advised to verify that this product is suitable for their particular purposes prior to their use of it. Seller makes no other warranty, whether expressed or implied, including warranties of merchantability or fitness for a particular purpose. Buyer accepts liability for determining if the product is suitable for buyer's intended use. Any recommendation as to use made by seller is done so at buyer's risk. Buyer shall assume all risk and liability for and shall defend, indemnify and hold seller harmless from and against all claims, liabilities, costs, and expenses arising from or connected with the possession, transportation, handling, unloading, storage, processing or use of the product alone or in combination with other substances.

Fiber Marketing International, Inc
 2306 N.E. Sunset Blvd., Suite A
 Renton, WA 98056-3180
 Tel: 800-426-6002 Fax: 425-277-9971
 Email: fibermtg@emil.usn.com

REVEGETATION AND EROSION CONTROL SPECIFICATIONS PIONEER MEADOWS

Prepared for:

LENNAR HOMES

**10345 Professional Circle
Reno, NV 89521**



July 12, 2011

Western Botanical Services, Inc.

5859 Mt. Rose Highway / Reno, NV 89511 775.849.3223

GENERAL. The Contractor shall request that treatment types and boundaries are located prior to progressing with the work.

The revegetation work shall consist of organic matter and all topsoil salvage, organic matter processing, seedbed preparation, application of salvaged materials, seeding, mulching, and installation of erosion control blankets. All work shall be maintained for one year following completion of work. Revegetation work shall take place after September 15 and before March 15.

The work shall also include the submittal and implementation of a Noxious Weed Abatement Plan. Submit a complete Noxious Weed Abatement Plan for approval by the Owner or their representative. This plan shall be consistent with all existing State, Federal, and County regulations and Plans. The plan shall address, but not be limited to the abatement of perennial pepperweed a.k.a. tall whitetop (*Lepidium latifolium* and thistles (*Cirsium spp.*). All Noxious Weeds listed by the Nevada Department of Agriculture California Department of Food and Agriculture must be controlled. At a minimum, vigilantly survey the site during the warranty period for occurrence of noxious weeds. If noxious weeds are present, immediately notify the Owner or their representative prior to implementing appropriate sections of the Noxious Weed Abatement Plan. Removal and abatement, at a minimum, shall consist of mechanical treatment (e.g. pruning and removal of vegetation and dead material). All equipment shall be steam cleaned prior to beginning the work: **The contractor is responsible for the control of all invasive and noxious weeds introduced to the site due to lack of proper care and maintenance of equipment and materials.**

Erosion control blankets and stakes are recommended in lieu of LANDLOK TRM 450 where wave action in the shore zone can cause erosion.

SITE PREPARATION AND GRADING. Soil disturbance shall be minimized and limited to those areas that require treatment. All existing vegetation within the project limits not designated for removal shall be protected. The Contractor shall replace any vegetation seriously damaged at their expense.

During clearing and grubbing, the General Contractor shall stockpile vegetation and topsoil for reuse in the project area. Salvaged topsoil and vegetation shall be re-applied in all treatment areas. For the first screening break vegetation into pieces less than 12 in. in the longest dimension. Process again to remove material great than 3 in. in its longest dimension and incorporate back into salvaged topsoil. Stabilize stockpiled topsoil with as described under TA-2.

All compacted soils in the project area shall be loosened as needed to a depth of 6 inches unless otherwise specified or directed by the Owner or their representative. Soils shall be loosened so that no soil clods are larger than an average of 1 inch in diameter. Final surfaces shall be non-uniform, rough, and natural in appearance.

TREATMENT SUMMARY

The General Contractor shall clear and grub and stockpile topsoil and vegetation to a depth of up to 16 inches. Do not stockpile higher than 6 feet. Stabilize with Temporary Erosion Control (TA-2) while in storage.

TA-1. Loosen soils to a depth of six inches with rippers or other suitable equipment. Apply three inches of salvaged material or as available and track walk. Apply soil inoculants. Drill seed and hand broadcast rabbitbrush.

Alternatively apply all materials hydraulically with recycled paper mulch at 2000 lbs./acre and tackifier at 200 lbs./acre.

TA-2. Temporary Erosion Control. Apply wood fiber mulch at 1000 lbs./acre with tackifier at 150 lbs./acre.

SUBMITTALS

The Contractor will be required to submit to the Owner or their representative material samples or labels for the following materials:

Seed

Soil Inoculants

Recycled Paper Mulch

Tackifier

Erosion Control Blankets and Stakes

MATERIALS

Seed. All seed shall conform to all laws and regulations pertaining to the sale and shipment of seed required by the Nevada Department of Agriculture and the Federal Seed Act. All seed must be tested within twelve months of application date with the exception of rabbitbrush, which shall be tested at minimum 6 months before application. Seed tags must reflect the most recent test date. Submit original seed tests by lot number to the Owner or representative a minimum of 30 days prior to application for approval. Following approval seed may be mixed and delivered to the site in sealed bags with proper labeling. Weed seed shall not exceed 0.25% of the pure live seed specified and shall not include any seed of cheatgrass, (*Bromus tectorum*) or sweet clovers (*Melilotus officinalis*, *M. alba*). Crop seed shall not exceed 0.50%. The Owner or their representative may reject any seed that includes other un-desirable weedy species.

Seed tags shall show the following information:

- Scientific name
- Common name
- Lot number
- Percent purity
- Percent germination, including hard and dormant seed
- Percent weed seed
- Percent crop seed
- Origin

Table 1. Revegetation Seed

Botanical Name	Common Name	PLS Lbs/Acre
<i>Atriplex canescens</i>	Four-wing saltbrush	2.00
<i>Chrysothamnus nauseosus</i>	Rabbitbrush	1.00
<i>Distichlis stricta</i> *	Inland saltgrass	5.00
<i>Elymus cinereus</i>	Great Basin wildrye	3.00
<i>Elytrigia elongata</i>	Tall wheatgrass, 'Jose'	4.00
<i>Grayia spinosa</i>	Spiny hopsage	2.00
<i>Leymus triticoides</i>	Creeping wildrye, native	5.00
<i>Sarcobatus vermiculatus</i>	Greasewood	1.00
<i>Sporobolus airoides</i>	Alkali sakaton	0.50
TOTAL		23.50

Soil Inoculants. Mycorrhizal inoculants consist of spores, mycellum, and mycorrhizal root fragments in a solid carrier suitable for handling in dry applications. The carrier must be the material in which the

inoculum was originally produced and may include organic materials, vermiculite, perlite, calcined clay or other approved materials consistent with proper application, and good plant growth. Each endomycorrhizal inoculum should carry a supplier's guarantee of number of propagules per unit weigh or volume of bulk material. Inoculum shall contain *Glomus intraradices*, *G. deserticola*, and *G. etunicatum*. The inoculum should have a propagule count of 120 per gram of which a minimum of 20 spores per gram present at random tested sampling. The product shall be AM – 120-3 or equal. Apply at or the most current quality product available and should be applied at 60 lbs/acre, available from Pacific Coast Seed. Use a dust mask when handling the material.

A representative 100-gram sample (from a re-mixed bag in order to obtain a homogeneous sample) shall be drawn from the inoculant bags using the chart outlined below.

This sample shall be submitted to an authorized laboratory thirty days prior to application for verification of spore count (a rounded ½ cup kitchen measuring scoop will yield roughly 100 g of material). Independent testing results of actual counts of viable spores using standard spore extraction methods as described by Schenck et al in "Methods and Principles of Mycorrhizal Research", University of Florida should be conducted. The independent laboratories identified in Table 2 below provide these methods and testing services.

Table 3. Inoculant testing laboratories

Laboratory	Address	Contact Information
Western Laboratories, Inc.	211 Highway 95 Parma, ID 83660	Tel: 800-658-3858 Harry Kreeft
U of Florida, Soil & Water,	2169 McCarty Hall PO Box 110290 Gainesville, FL 32611-0290	Tel: 352-392-1951, ext 220 Abid Al Agely
MycoRoots	1970 NW Lance Way Corvallis, OR 97330-2209	Tel: 541-752-0339 Efren Cazerres

If the inoculant spore-density is below specified counts, additional material should be supplied to meet specifications. Inocula shall be transported and stored in areas with a temperature of less than 90 degrees Fahrenheit. A dust mask should be used when handling the material. When an inoculant lot consists of six bags or less, each bag should be sampled from points throughout the bags. When a lot consists of more than six bags, samples should be taken from 5 bags plus 10 of the remaining bags. Regardless of lot size, the maximum sample number is 30 per the chart below:

Bags in lot: 5 7 10 23 50 100 200 300 400
 Samples: 5 6 6 7 10 15 25 30 30

Recycled Paper Mulch. Mulch shall consist of degradable green-dyed w 100%-recycled newsprint, chipboard, corrugated cardboard, or a combination of these materials, and shall be free from weeds or other foreign matter toxic to seed germination.

Tackifier. Material shall be of an organic, plant-derived substance containing psyllium or guar gum, such as PT-TAC, Reclamare 2400, Ecology M-Binder, Eco-tak, or approved equal. Material shall form a transparent 3-dimensional film-like crust permeable to water and air and containing no agents toxic to seed germination.

Erosion Control Blankets and Stakes. Blankets shall be 100% coir fiber twine .30 in thick, 6.6 ft. X 164 ft., and 50% open area of weave (700).

Stakes shall be both 6 and 12 inches in length, manufactured from a hardwood (North American Green Eco-STAKE or equivalent), or as approved by the Owner or their representative.

IMPLEMENTATION

Preparation of Seed Beds. All compacted soils shall be thoroughly loosened to a depth of up to 6 inches with an agricultural disc, rippers, or other equipment approved by the Owner or their representative. Apply stockpiled topsoil and vegetation and track walk to incorporate. Top 6 inches shall not be compacted to more than 85%.

Application of Soil Inoculants. Broadcast material with hand-held or tractor mounted broadcasters. Alternatively apply in a hydroseeding slurry.

Seeding. Drill seed all species with the exception of rabbitbrush. Hand broadcast rabbitbrush ahead of the drill seeder.

Alternatively apply all material hydraulically. Mix seed and inoculants with 2,000 lbs./acre recycled paper mulch with 200 lbs./acre tackifier. Hydraulic applications may not take place under windy conditions (greater than 8 mph). Mix in a tank equipped with an agitator so a uniform suspension is achieved. The materials shall not remain in the tank longer than one (1) hour.

Installation of Erosion Control Blankets. Install blankets beginning at the top of the slope. Excavate a 6-inch X 6-inch trench at the top of slopes. Anchor blankets in trenches with the hard wood stakes on one-ft. centers, backfill the trench and compact loose soil. Overlap blankets 6 inches and stake with hard wood stakes, either 6-inch 12- inch as needed to adequately secure the blankets. Install down the slopes on an average of 2 stakes per square yard in a diamond pattern. Carefully key-in blankets under all structures.

MAINTENANCE

Maintain site for one year so that there is no evidence of erosion, such as rills or gullies. This may require re-application of seed, mulches, and tackifiers. Treatment and removal of all species listed as 'Noxious' by the State of Nevada shall be required. Weeding shall be consistent with all existing State, Federal, and County regulations and plans. Herbicide used for abatement shall be Weed-R-64 or product equal, as approved by the Owner or their representative. The Contractor shall continually survey the site during the warranty period for occurrence of these plants and immediately notify the Owner or their representative if they are present. Removal and abatement, at minimum, shall consist of mechanical treatment (e.g. pruning, mowing, and removal of vegetation and dead material) in combination with herbicide applications.

PERFORMANCE STANDARD AND ACCEPTANCE

Revegetated areas will be inspected at completion of installation and accepted subject to compliance with specified materials and installation requirements. For the first growing season after planting, Contractor shall guarantee 70% of pre-disturbance coverage by seeded species such that there is no significant evidence of rills, gullies or other evidence of erosion. If adequate coverage is not achieved, the Contractor may be required to re-seed and/or re-mulch. Provide notification at least 10 working days before requested inspection date.

TO BE COMPLETED BY STAFF UPON SUBMITTAL

Plan Review Fee Paid: \$31,428.00 6/13/2012
Amount Paid Date

Permit Approved: 6/21/12
Date

Permit Expires: 12/19/13
Date

Plan Denied: _____
Date

Reason: _____

Change to permit: _____ Date _____ Date _____ Date _____

CLOSING INFORMATION

Date Received: _____

Completion Date: _____

Contact Person/Company: _____

Project Results: _____

COMPLAINT INVESTIGATION REPORT
Washoe County Air Quality Management Division

Complaint Number: **CMP13-0038**

Complaint Status: NOV

Source of Complaint: INVESTIGATOR

Complaint Type: DUSTPLAN

Date Received: 03/20/2013

Time: 1:00 P.M.

Inspector: MOSBORN

Inspector Area: 2

Complaint Description: NOV CITATION 5376, CASE 1114 - PIONEER MEADOWS DEVELOPMENT HAS DIRT BLOWING EVERYWHERE WITH NO CONTROLS

Address:

Location: WINGFIELD HILLS DR & ROLLING MEADOWS DR

Parcel Number:

Related Permit Number: B12025

Complainant:

MIKE OSBORN, AQ SPECIALIST II
DEVEL
AIR QUALITY MANAGEMENT
1001 E 9TH ST STE B171
RENO NV 89512
775-784-7231

Responsible Party:

LENNAR HOMES/PIONEER MEADOWS
TIM SCHNEIDEMAN
10345 PROFESSIONAL CIRCLE STE 100
RENO NV 89521
775-789-3233

Investigation:

VIOLATIONS:

Violation of 030.2175; Permit condition #1 of Dust Control Plan #B12025. Three (3) water trucks will be assigned and available for operation 24 hours a day, 7 days a week for the purpose of water application for control of fugitive dust. If three water trucks cannot control dust emissions from equipment operations and/or gusty wind conditions, the applicant shall immediately provide additional water trucks.

FACTS:

Pioneer Meadows Development was issued Conditional Dust Control Permit #B12025 with an effective date of June 21, 2012 for 291 acres of disturbed property. The expiration date of this plan is December 19th of 2013. For further information regarding the conditions of this permit a copy of Plan #B12025 has been included with this report.

INVESTIGATION:

On March 20, 2013 at approximately 12:55 p.m. Specialist Osborn while traveling north bound on Vista Blvd. observed what appeared to be a large plume of dust coming from the area of Wingfield Hills Dr. and Rolling Meadows Dr. On arrival to that area large clouds of dust were observed blowing in a westerly direction. These fugitive dust emissions were coming from a denuded and

palletized area of property known as Pioneer Meadows.

Specialist Osborn proceeded to take wind speeds with his hand held anemometer registering winds to a maximum gust of 32.4 mph.

At 1:08 p.m. Specialist Osborn proceeded to take digital photographs of the area for a time frame of approximately 10 minutes depicting the condition of the soil and fugitive dust moving into the occupied homes to the east of this area in Wingfield Springs.

Specialist Osborn further observed that the dust was initiating from the center area of the 291 acres and not moving in from desert terrain.

At approximately 1:20 p.m. this Specialist contacted Tim Scheideman, Operations Manager for Pioneer Meadows Development and advised him of problem at hand. Mr. Scheideman stated that he would call a water truck to the area. At approximately 3:05 p.m. a Spanish Springs construction water truck arrived on site with a half of load of water or approximately 2500 gallons. The driver of the water truck then asked for directions to La Pasada Fire Station so he could refill the truck. The driver then proceeded to turn on his side sprays from the roadway and was soon empty.

The ground area on the north side of Rolling Meadows Drive was dry with little or no moisture content. There was no evidence of watering on this large parcel. The open area on the south side of Rolling Meadows Drive was in the process of having palliative applied.

On Tuesday, March 19th the National Weather Service issued a high wind warning with winds from 20-30 mph, with gusts of 60 mph in wind prone areas. This bulletin was sent via e-mail by Branch Chief Albee to (5) Lennar Homes personnel with properties to evaluate their open areas prior to the high wind event.

CONCLUSION:

On March 21, 2013 at 10 a.m. Specialist Osborn met with Mr. Scheideman and issued Notice of violation #5376 for a Major Violation of 030.2175, violation of permit conditions.

PRIOR VIOLATION HISTORY:

On March 31st of 2012, Lennar Homes was issued Notice of Violation #5151 for Violation of permit conditions at the same location. Mr. Scheideman had the property palletized and entered into a mutual settlement agreement for \$2500.

Michael R. Osborn, AQSII
Washoe County Air Quality Management Division
Washoe County Health District

Enforcement Activities

Warning Citation..:	Citation Number: 0
NOV.....: 03/20/2013	NOV Number....: 5376
	Case Number.....: 1114
Settlement.....:	Amount.....: \$7,500.00
Appealed.....:	
Upheld.....:	Amount.....: \$0.00

Status Information

Initialized By.....: TBURTON
Date Assigned.....: 03/20/2013

Completed Date...:
Completed By.....:

COMPLAINT INVESTIGATION REPORT
Washoe County Air Quality Management Division

Complaint Number: **CMP13-0039**

Complaint Status: ASSIGNED

Source of Complaint: CITIZEN

Complaint Type: DUSTPLAN

Date Received: 03/20/2013

Time: 2:00 P.M.

Inspector: MOSBORN

Inspector Area: 2

Complaint Description: PIONEER MEADOWS - WALL OF DIRT BLOWING!

Address:

Location: WINGFIELD HILLS DRIVE & ROLLING MEADOWS

Parcel Number:

Related Permit Number: B12025

Complainant:

WILLIAM LADNER

3244 GERONA COURT
SPARKS NV 89436
425-2275

Responsible Party:

LENNAR HOMES/PIONEER MEADOWS
TIM SCHNEIDERMAN
10345 PROFESSIONAL CIRCLE #100
RENO NV 89521
789-3233

Investigation:

Notice of Violation issued. See Rpt. #cmp13-0038

Enforcement Activities

Warning Citation...:
NOV.....:

Citation Number: 0

NOV Number....: 0

Case Number.....: 0

Settlement.....:

Amount.....: \$0.00

Appealed.....:

Upheld.....:

Amount.....: \$0.00

Status Information

Initialized By.....: TBURTON

Completed Date...:

Date Assigned.....: 03/20/2013

Completed By.....:

AIR QUALITY MANAGEMENT
HIGH WIND WARNING EMAIL
SENT OUT ON TUESDAY, MARCH 19, 2013 AT 5:07 P.M.

Osborn, Mike

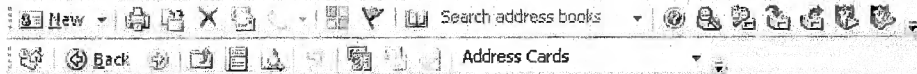
From: Albee, Charlene
Sent: Tuesday, March 19, 2013 5:07 PM
Subject: High Wind Warning - 3/19 - 3/20

The National Weather Service has issued a high wind warning which will be in effect from now until 11 pm Wednesday evening, March 20th. West to southwest winds from 20 – 30 mph, gusting to 60 mph in the wind prone areas, are expected as the leading edge of a cold front moves through the area. The Air Quality Management Division, of the Washoe County Health District, is recommending the condition of all open land areas be assessed, so that any and all precautions necessary to control dust may be taken during this wind event.

Charlene Albee

Chief, Permitting & Enforcement Branch
Air Quality Management Division
Washoe County Health District
1001 E. 9th Street #B171
Reno, NV 89512

775.784.7211 Phone
775.784.7225 FAX



Contacts << >> **Contacts** 6H - Per Search Contacts

All Contact Items > My Contacts > Contacts > Current View > Business Cards > Address Cards > Detailed Address Cards > Phone List > By Category > By Company > By Location > Outlook

Open Shared Address Book > Share My Contacts > Add New Group > Customize Categories

6H Facilities > **AQI Recipients 3-07-2013** > **Dust List - 1** > **Dust List - 2** > **Permitting & Compliance** >

Dust List - 1 - Distribution List

Distribution List Insert Format Text

Save & Close X Delete Members Notes Select Members Add New Remove Update Now E-mail Meeting Categorize Follow Up Private Spelling

Actions Show Members Communicate Options Proofing

Name: **Dust List - 1**

Name	E-mail
Lennar - Edward Oliver	edward.oliver@lennar.com
Lennar - Frank Mushantaf	frank.mushantaf@lennar.com
Lennar - Ken Brown	ken.brown@lennar.com
Lennar - Richard Szostak	richard.szostak@lennar.com
Lennar - Tim Scheideman	tim.scheideman@lennar.com
Lepori Construction - Field Office	field@leporiconstruction.com
Lepori Construction - Glyn	glyn@leporiconstruction.com
Lepori Construction - Mike	mike@leporiconstruction.com
Lepori Construction - Rocky	rocky@leporiconstruction.com
Lewis Investments - Ted Erkan	ted.erkan@lewisop.com
Lewis Operating - Gigi Chisel	gigi.chisel@lewisop.com
Lewis Operating Corp. - Alicia Lutz	alicia.lutz@lewisop.com
Meadow Valley Contractors - Jade Thomson	jthomson@meadowvalley.com
Meritage Home of NV - Manny Silva	manny.silva@meritagehomes.com

Wind Advisory

URGENT - WEATHER MESSAGE
NATIONAL WEATHER SERVICE RENO NV
312 PM PDT TUE MAR 19 2013

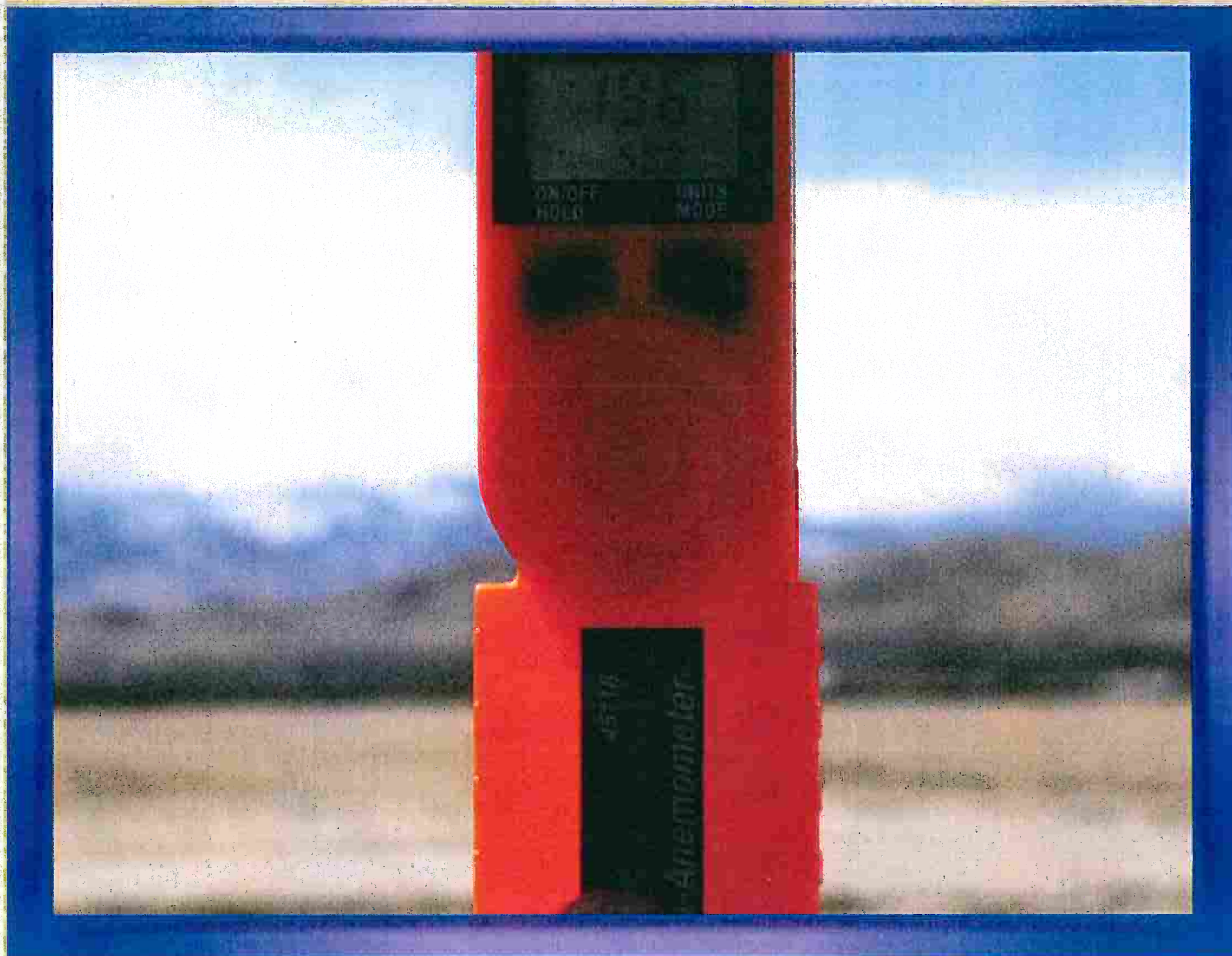
CAZ070-071-NWZ003-005-201200-
/O.CON.KREV.WI.Y.0003.130320T1500Z-130321T0600Z/
SURPRISE VALLEY CALIFORNIA-LASSEN-EASTERN PLUMAS-
EASTERN SIERRA COUNTIES-GREATER RENO-CARSON CITY-MINDEN AREA-
NORTHERN WASHOE COUNTY-
INCLUDING THE CITIES OF...CEDARVILLE...FORT BIDWELL...PORTOLA...
SUSANVILLE...SPARKS...GARDNERVILLE...VIRGINIA CITY...EMPIRE...
GERLACH
312 PM PDT TUE MAR 19 2013

...WIND ADVISORY REMAINS IN EFFECT FROM 8 AM TO 11 PM PDT
WEDNESDAY...

A WIND ADVISORY REMAINS IN EFFECT FROM 8 AM TO 11 PM PDT
WEDNESDAY.

- * TIMING: WINDS WILL INCREASE OVERNIGHT WITH THE STRONGEST WINDS EXPECTED WEDNESDAY AFTERNOON AND EVENING.
- * WINDS: SOUTHWEST TO WEST 20 TO 30 MPH WITH GUSTS TO 50 MPH. GUSTS UP TO 60 MPH IN WIND PRONE AREAS.
- * IMPACTS: CROSS WINDS AND LOCAL AREAS OF BLOWING DUST WILL CREATE DANGEROUS DRIVING CONDITIONS AND REDUCED VISIBILITY ALONG INTERSTATES 80 AND 580 AND HIGHWAY 395.

PHOTOS TAKEN BY AQ SPECIALIST II, MICHAEL OSBORN
OF THE PIONEER MEADOWS DEVELOPMENT SITE LOCATED AT
WINGFIELD HILLS DRIVE & ROLLING MEADOWS DRIVE
DATED MARCH 20, 2013



03/20/2013 12:57:25 PM

The following photos depict the dust blowing from Pioneer Meadows in wingfield Springs. Dust control plan #B12025 for 291 acres of denuded property. Winds clocked from 19.6 mph to 32.4 mph.



03/20/2013 1:08:35 PM



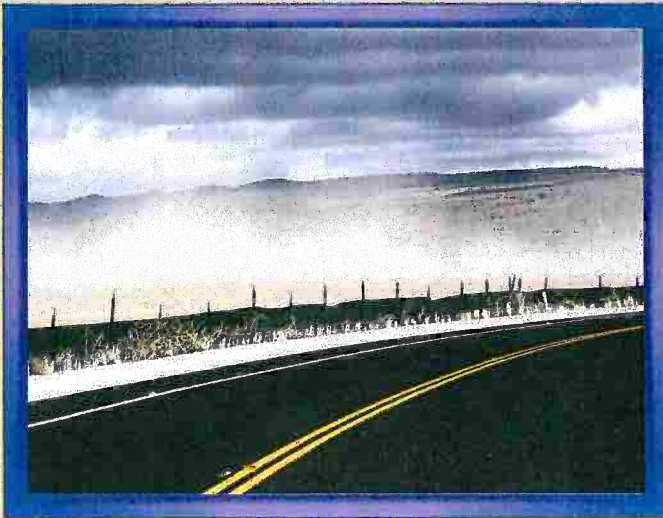
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03/20/2013 1:08:52 PM



03/20/2013 1:08:56 PM



03/20/2013 1:10:18 PM



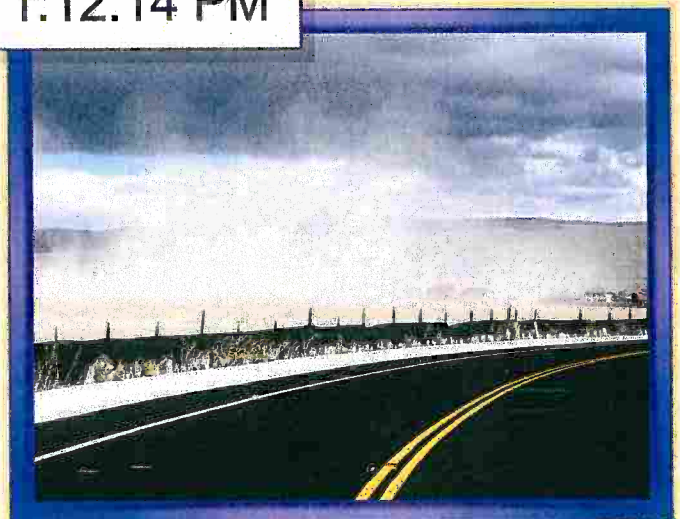
03/20/2013 1:10:25 PM



03/20/2013 1:10:30 PM



03/20/2013 1:12:14 PM



03/20/2013 1:13:19 PM



03/20/2013 1:18:35 PM



03/20/2013 1:18:44 PM

PHOTOS TAKEN BY AQ SPECIALIST II, MICHAEL OSBORN
OF THE PIONEER MEADOWS DEVELOPMENT SITE LOCATED AT
WINGFIELD HILLS DRIVE & ROLLING MEADOWS DRIVE
DATED MARCH 26, 2013

PICTURES DOCUMENT CONDITION OF PROJECT AFTER APPLICATION OF PALLIATIVE



03/26/2013 1:34:06 PM



03/26/2013 1:35:11 PM



03/26/2013 1:35:04 PM



03/26/2013 1:35:07 PM



03/26/2013 1:35:15 PM



03/26/2013 1:35:19 PM



03/26/2013 1:35:26 PM



Washoe County Health District



Public Health
Prevent. Promote. Protect.

STAFF REPORT BOARD MEETING DATE: April 25, 2013

DATE: April 12, 2013

TO: District Board of Health

FROM: Lori Cooke, Fiscal Compliance Officer, Washoe County Health District
775-325-8068, lcooke@washoecounty.us *LC*

THROUGH: Eileen Stickney, Administrative Health Services Officer
775-328-2417, estickney@washoecounty.us *ES*

SUBJECT: Approval of Notice of Subgrant Award (continuation award) from the Nevada Department of Health and Human Services, Health Division, HIV/AIDS Surveillance Program, for the period January 1, 2013 through September 30, 2013 in the amount of \$58,284 in support of the HIV Surveillance Program, IO 10012; and authorize the Chairman of the Board to sign.

SUMMARY

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

The Washoe County Health District (District) received a Notice of Subgrant Award from the Nevada Department of Health and Human Services, Health Division (NSHD), in the amount of \$58,284 in support of the HIV Surveillance Program, IO 10012. A copy of the Subgrant Award is attached.

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

BCC Strategic Objective supported by this item: Sustainability, including financial sustainability, sustaining our services and infrastructure, and sustainability of our natural resources.

Approval of the Subgrant Award also supports the Health District Sexual Health Program Mission to provide comprehensive prevention education, treatment, and surveillance activities in Washoe County that reduce the incidence of STD infection including HIV. The Sexual Health

AGENDA ITEM # _____

Program emphasizes strategies that empower individuals to decrease risk-related behaviors, thereby decreasing the incidence of new STD and HIV infections in the community.

PREVIOUS ACTION

The Washoe County District Board of Health approved the Notice of Subgrant Award in support of the HIV Surveillance Program in the amount of \$79,634 for Calendar Year 2012 on March 22, 2012.

BACKGROUND

This grant provides funding for: personnel and benefits, travel, and operating supplies. Funding is being awarded for only nine months based on the funding “rounds” awarded to the NSHD by the CDC. Amendments to this award will be awarded when additional authority is received by the NSHD from the CDC.

FISCAL IMPACT

Should the Board approve the Notice of Subgrant Award budget amendments for FY13 are not necessary as this award crosses County fiscal years and there is sufficient budget authority through June 30, 2013.

RECOMMENDATION

Staff recommends that the District Board of Health approve the Notice of Subgrant Award (continuation award) from the Nevada Department of Health and Human Services, Health Division, HIV/AIDS Surveillance Program, for the period January 1, 2013 through September 30, 2013 in the amount of \$58,284 in support of the HIV Surveillance Program, IO 10012; and authorize the Chairman of the Board to sign.

POSSIBLE MOTION

Move to approve the Notice of Subgrant Award (continuation award) from the Nevada Department of Health and Human Services, Health Division, HIV/AIDS Surveillance Program, for the period January 1, 2013 through September 30, 2013 in the amount of \$58,284 in support of the HIV Surveillance Program, IO 10012; and authorize the Chairman of the Board to sign.

HEALTH DIVISION

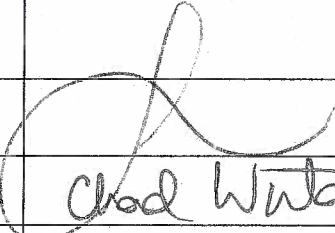
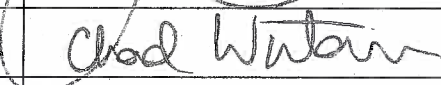
(hereinafter referred to as the DIVISION)

Budget Account #: 3219

Category #: 18

GL #: 8516

NOTICE OF SUBGRANT AWARD

Program Name: HIV/AIDS Surveillance Program HSPER/OPHIE Nevada State Health Division		Subgrantee Name: Washoe County Health District (WCHD)	
Address: 3811 W. Charleston Blvd, Suite 205 Las Vegas, NV 89102		Address: P. O. Box 11130 Reno, NV 89520	
Subgrant Period: January 1, 2013 through September 30, 2013		Subgrantee's EIN#: 88-6000138 Vendor#: T40283400Q Dun & Bradstreet#: 73-786-998	
Reason for Award: To conduct HIV/AIDS Surveillance activities Washoe County, Nevada			
County(ies) to be served: () Statewide (x) Specific county or counties: Washoe County			
Approved Budget Categories:			
1. Personnel	\$	52,517	<i>Subgrantee may make categorical funding adjustments up to ten percent (10%) of the total subgrant amount without amending the agreement, so long as the adjustment is reasonable to support the activities described within the Scope of Work and the adjustment does not alter the Scope of Work.</i>
2. Travel	\$	470	
3. Supplies	\$	45	
4. Equipment	\$	0	
5. Contractual/Consultant	\$	0	
6. Training	\$	0	
7. Indirect	\$	5,252	
Total Cost	\$	58,284	
Disbursement of funds will be as follows: Payment will be made upon receipt and acceptance of an invoice and supporting documentation specifically requesting reimbursement for actual expenditures <i>specific to this subgrant</i> . Total reimbursement will not exceed \$58,284 during the subgrant period.			
Source of Funds:	% of Funds:	CFDA#:	Federal Grant #:
1. Centers for Disease Control and Prevention	100	93.944	1U62PS004024-01
Terms and Conditions In accepting these grant funds, it is understood that: 1. Expenditures must comply with appropriate state and/or federal regulations. 2. This award is subject to the availability of appropriate funds. 3. Recipient of these funds agrees to stipulations listed in Sections A, B, and C of this subgrant award.			
Authorized Sub-grantee Official WCHD	Signature		Date
Sandi Noffsinger, MPH Program Manager			2/25/13
Chad Westom, Bureau Chief HSPER			3/11/13
Richard Whitley, MS Administrator, Health Division			

NF 3/13/13
AS 3/18/13

9. *Subgrantee* certifies, by signing this subgrant, that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency. This certification is made pursuant to regulations implementing Executive Order 12549, Debarment and Suspension, 28 C.F.R. pt. 67 § 67.510, as published as pt. VII of May 26, 1988, Federal Register (pp.19150-19211). This provision shall be required of every *Subgrantee* receiving any payment in whole or in part from federal funds.
10. *Subgrantee* agrees, whether expressly prohibited by federal, state, or local law, or otherwise, that no funding associated with this subgrant will be used for any purpose associated with or related to lobbying or influencing or attempting to lobby or influence for any purpose the following:
 - a. any federal, state, county or local agency, legislature, commission, council, or board;
 - b. any federal, state, county or local legislator, commission member, council member, board member, or other elected official; or
 - c. any officer or employee of any federal, state, county or local agency, legislature, commission, council, or board.
11. Health Division subgrants are subject to inspection and audit by representatives of the Health Division, Nevada Department of Health and Human Services, the State Department of Administration, the Audit Division of the Legislative Counsel Bureau or other appropriate state or federal agencies to
 - a. verify financial transactions and determine whether funds were used in accordance with applicable laws, regulations and procedures;
 - b. ascertain whether policies, plans and procedures are being followed;
 - c. provide management with objective and systematic appraisals of financial and administrative controls, including information as to whether operations are carried out effectively, efficiently and economically; and
 - d. determine reliability of financial aspects of the conduct of the project.
12. Any audit of *Subgrantee's* expenditures will be performed in accordance with Generally Accepted Government Auditing Standards to determine there is proper accounting for and use of subgrant funds. It is the policy of the Health Division (as well as a federal requirement as specified in the Office of Management and Budget (OMB) Circular A-133 [Revised June 27th, 2003]) that each grantee annually expending \$500,000 or more in federal funds have an annual audit prepared by an independent auditor in accordance with the terms and requirements of the appropriate circular. **A COPY OF THE FINAL AUDIT REPORT MUST BE SENT TO THE NEVADA STATE HEALTH DIVISION, ATTN: ADMINISTRATIVE SERVICES OFFICER IV, 4150 TECHNOLOGY WAY, SUITE 300, CARSON CITY, NEVADA 89706-2009, within nine (9) months of the close of the *Subgrantee's* fiscal year. To ensure this requirement is met Section D of this subgrant must be filled out and signed.**

**HEALTH DIVISION
NOTICE OF SUBGRANT AWARD
SECTION B**

Description of services, scope of work, deliverables and reimbursement

The intent of the HIV/AIDS Surveillance Program is to maintain complete, timely, and accurate data on HIV cases and HIV-related morbidity and mortality in adults, adolescents, and children toward the successful identification of persons in need of HIV-related prevention and care services in Nevada. As a result, the Program serves a pivotal role for the state by generating HIV/AIDS data that can be used in program management, policy development, and resource allocation, thereby enhancing and extending the ability of state and local agencies to appropriately provide HIV/AIDS prevention and care activities to persons in need.

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

1. Active Case Finding. The *subgrantee* will review and investigate all reported cases of HIV infection in their jurisdiction: upon receipt of laboratory evidence of HIV infection, the *subgrantee* will solicit information needed to complete HIV/AIDS case reports by contacting area healthcare providers and facilities serving HIV-positive persons. The *subgrantee* will also monitor laboratory reporting to ensure that HIV testing, CD4 counts, viral loads, opportunistic infections, and other tests/information are reported. The *subgrantee* will identify duplicate surveillance reports and take appropriate corrective action. The *subgrantee* will conduct No Identified Risk (NIR) investigation and interview, as needed.
2. Follow-Up Investigations of Cases of Special Epidemiologic Significance. The *subgrantee* will maintain contact with area HIV testing sites and conduct follow-up investigation of cases that present with rare/unusual or previously unidentified modes of HIV transmission. The *subgrantee* will report each case to the Division within 24 hours of investigation.
3. Evaluation of the Performance of the Surveillance System. The *subgrantee* will demonstrate compliance with CDC's "Minimum HIV Reporting Performance Standards" annually. The *subgrantee* will identify staff to participate in the NSHD's HIV/AIDS Surveillance Evaluation Workgroup.
4. Interstate Reciprocal Notification of Newly Identified HIV/AIDS Cases. The *subgrantee* will complete case reports on out-of-state/out-of-jurisdiction HIV/AIDS cases that present in their jurisdiction; if the *subgrantee* cannot solicit information for completing case report forms about said cases, the *subgrantee* will contact the NSHD for assistance with interstate communication. The *subgrantee* will track out-of-jurisdiction HIV/AIDS cases using standardized CDC software.
5. Analysis, Dissemination, and Promotion of HIV/AIDS Surveillance Data. The *subgrantee* will produce an Annual HIV/AIDS Surveillance Report (see #9) and provide it to the HIV/AIDS Community Planning Group (CPG) in their area. The *subgrantee* will identify staff to participate in local CPG meetings and in other HIV/AIDS planning bodies (e.g., the State AIDS Task Force), as needed. The *subgrantee* will respond to requests for data by staff involved in Prevention Case Management, Counseling and Testing System, Prevention Counseling and Referral Services, and other HIV Prevention and CARE activities, as needed.
6. Activities to Improve the Quality, Efficiency, and Productivity of the Surveillance Program. The *subgrantee* will identify data inconsistencies in institution names/identifiers, reporting time period, and jurisdiction. Annually, the *subgrantee* will identify a random selection of HIV/AIDS case reports to be reviewed in hard copy for comparison to data entered. The *subgrantee* will identify least-productive reporters in their area and establish a schedule of routine and appropriate contact modes to improve reporting compliance.
7. Reporting of Data Using CDC Standards and Software. The *subgrantee* will maintain the electronic HIV/AIDS Reporting System (eHARS) database for their jurisdiction. The *subgrantee* will enter HIV/AIDS case reports, laboratory results, and other updated case information into the eHARS database, including (or as available) CDC's recommended standard data elements/questions. The *subgrantee* will update eHARS should any laboratory report or additional medical finding be reported.

8. Security. The *subgrantee* will maintain security and confidentiality policies that comply with conditions set forth in *NRS 441A.230*, Disclosure of personal information prohibited without consent. Except as otherwise provided in this chapter, a person shall not make public the name of, or other identifying information about, a person infected with a communicable disease who has been investigated by the health authority pursuant to this chapter, without the consent of the person. (Added to NRS by 1989, 300)
9. Acknowledgements. The *subgrantee* agrees to adhere to the following acknowledgements of funding:
- a) Identify the source of funding on all printed documents purchased or produced within the scope of this subgrant, using a statement similar to: "This publication (journal, article, etc.) was supported by the Nevada State Health Division through Grant Number **1U62PS004024-01** from the Centers for Disease Control and Prevention. Its contents are solely the responsibility of the authors and do not necessarily represent the official views of the Nevada State Health Division or the Centers for Disease Control and Prevention."
 - b) Acknowledge that any activities performed under this subgrant were provided through funding from the Nevada State Health Division through Grant Number **1U62PS004024-01** from the Centers for Disease Control and Prevention.

(continued on next page)

Subgrantee agrees to adhere to the following budget: (This budget reflects nine of the 12 months)

1. Personnel	\$ 52,517	Funds to cover 0.65 FTE of a RN Disease Intervention Specialist (DIS), \$107,726/year (includes fringe benefits) x 0.65 FTE
2. Travel	\$ 470	Funds to cover, In-State Travel: \$0.55/mile x 1,140 miles
3. Operating	\$ 45	Funds to cover, Office Supplies: \$5/month x 12 months
4. Equipment	\$	
5. Contractual Consultant	\$	
6. Training	\$	
7. Indirect	\$ 5,252	Funds to cover 10% of personnel, \$70,022 x 10%=
Total Cost	\$ 58,284	

- With prior approval from the NSHD HIV/AIDS Surveillance Coordinator, *subgrantee* may make categorical funding adjustments up to ten percent (10%) of the total subgrant amount without amending the agreement, so long as the adjustment is reasonable to support the activities described within the Scope of Work and the adjustment does not alter the Scope of Work.
- Equipment purchased with these funds belongs to the federal program from which this funding was appropriated and shall be returned to the program upon termination of this agreement.
- Travel expenses, per diem, and other related expenses must conform to the procedures and rates allowed for State officers and employees. It is the Policy of the Board of Examiners to restrict contractors/*Subgrantees* to the same rates and procedures allowed State Employees. The State of Nevada reimburses at rates comparable to the rates established by the US General Services Administration, with some exceptions (State Administrative Manual 0200.0 and 0320.0).

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

- Reimbursements may be requested monthly for expenses incurred in the implementation of the Scope of Work;
- Reimbursements will not exceed \$58,284 for the period of the subgrant.
- Requests for Reimbursement will be accompanied by supporting documentation, including a line item description of expenses incurred;
- Additional expenditure detail will be provided upon request from the Division.

Additionally, the *Subgrantee* agrees to provide:

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

The Nevada State Health Division agrees:

- The HIV/AIDS Surveillance Program, in the Bureau of Epidemiology will provide the following services to ensure successful completion of this project, such as:
 - Technical assistance, upon request from the *Subgrantee*;
 - Prior approval of reports or documents to be developed;
 - Forwarding a report to another party, i.e. CDC.

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

Both parties agree:

- Site-visits and/or audits may be conducted by the Division or CDC or related staff of the *Subgrantee* in its entirety at any time. Program and fiscal audits shall occur annually or as needed.
- The *Subgrantee* will, in the performance of the Scope of Work specified in this subgrant, perform functions and/or activities that involve the use and/or disclosure of Protected Health Information (PHI); therefore, the *Subgrantee* is considered a Business Associate of the Health Division.
 - Both parties acknowledge a Business Associate Agreement is currently on file with the Nevada State Health Division's Administration Office. (This subgrant may be extended up to a maximum term of four years upon agreement of both parties and if funding is available.
- All reports of expenditures and requests for reimbursement processed by the Health Division are SUBJECT TO AUDIT.

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

**HEALTH DIVISION
NOTICE OF SUBGRANT AWARD
SECTION C
Financial Reporting Requirements**

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

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

An explanation of the form is provided below.

A. Approved Budget: List the approved budget amounts in this column by category.

B. Total Prior Requests: List the **total** expenditures for all previous reimbursement periods in this column, for each category, by entering the numbers found on Lines 1-8, Column D on the **previous** Request for Reimbursement/Advance Form. If this is the first request for the subgrant period, the amount in this column equals zero.

C. Current Request: List the **current** expenditures requested at this time for reimbursement in this column, for each category.

D. Year to Date Total: Add Column B and Column C for each category.

E. Budget Balance: Subtract Column D from Column A for each category.

F. Percent Expended: Divide Column D by Column A for each category and total. Monitor this column; it will help to determine if/when an amendment is necessary. Amendments **MUST** be completed (including all approving signatures) 30 days **prior** to the end of the subgrant period.

**** An Expenditure Report/Backup that summarizes, by expenditure GL, the amounts being claimed in column 'C' is required.***



Washoe County Health District



Public Health
Prevent. Promote. Protect.

STAFF REPORT BOARD MEETING DATE: April 25, 2013

DATE: April 12, 2013

TO: District Board of Health

FROM: Lori Cooke, Fiscal Compliance Officer, Washoe County Health District
775-325-8068, lcooke@washoecounty.us *LC*

THROUGH: Eileen Stickney, Administrative Health Services Officer
775-328-2417, estickney@washoecounty.us *ES*

SUBJECT: Approval of Purchase of Six Gift Cards in the Total Amount of \$1,500 utilizing Air Quality Management Division, DMV Excess Reserve Grant Funds (IO 11001) to Present to Local Washoe County Schools for Participation in National Bike to School Day Rack Em Up at School Event.

SUMMARY

The Washoe County District Board of Health was granted the authority to approve the purchase of gift cards purchased with grant funds as incentives for participation on various committees and focus groups and compliance with treatment requirements.

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

BCC Strategic Objective supported by this item: Sustainability, including financial sustainability, sustaining our services and infrastructure, and sustainability of our natural resources.

Approval of the gift card purchase also supports the Health District Air Quality Program Mission to implement clean air solutions that protect the quality of life for the citizens of Reno, Sparks and Washoe County.

PREVIOUS ACTION

There has been no previous action.

BACKGROUND

Washoe County Health District, Air Quality Management Division has joined with Safe Routes To School

AGENDA ITEM # _____

to invite all Washoe County Schools to participate in the “National Bike to School Day Rack Em Up at School Contest.”

This activity is being held during the month of May, which has been scheduled for the Washoe County District Board of Health and the Washoe County Board of County Commissioners to proclaim as Bike Month. The goal is for more children to be inspired to ride bikes to school instead of getting a ride from their parents or taking the bus, therefore reducing vehicle emissions and ultimately air pollution.

Contest details:

The contest will be held on May 8th, National Bike to School Day. There will be 1st, 2nd and 3rd place prizes for each of the two contests. Judging will be based on photos submitted to Air Quality. Winners will be notified May 13th. Photos must be submitted by Sunday May 12th to be included in judging. Schools should to go www.ourcleanair.com to register and submit photos.

The fullest bike rack:

- Ride your bike to school, Rack Em Up, lock em up and send us a photo of your fullest bike rack or racks.
- The bike rack with the most number of bikes wins!

Best decorated bike rack:

- Decorate your bike racks. Use school colors, your imagination and think clean!
- Send us a picture of your decorated bike racks.

Air Quality anticipates local elementary and middle schools to participate in this contest. While there is no way to know the number of schools that will participate, Safe Routes to School currently has 24 schools participating in Nevada Moves.

FISCAL IMPACT

Should the Board approve the purchase of six gift cards, two each in the amounts of \$450, \$200, \$100, there is no fiscal impact as IO 11001 has budget authority for “Bike To” and Clean Air Event incentives.

RECOMMENDATION

Staff recommends that the District Board of Health approve the Purchase of Six Gift Cards in the Total Amount of \$1,500 utilizing Air Quality Management, DMV Excess Reserve Grant Funds (IO 11001) to Present to Local Washoe County Schools for Participation in National Bike to School Day Rack Em Up at School Event.

POSSIBLE MOTION

Move to approve the Purchase of Six Gift Cards in the Total Amount of \$1,500 utilizing Air Quality Management, DMV Excess Reserve Grant Funds (IO 11001) to Present to Local Washoe County Schools for Participation in National Bike to School Day Rack Em Up at School Event.



Washoe County Health District



Public Health
Prevent. Promote. Protect.

STAFF REPORT BOARD MEETING DATE: April 25, 2013

DATE: April 12, 2013

TO: District Board of Health

FROM: Lori Cooke, Fiscal Compliance Officer, Washoe County Health District
775-325-8068, lcooke@washoecounty.us *LC*

THROUGH: Eileen Stickney, Administrative Health Services Officer
775-328-2417, estickney@washoecounty.us *ES*

SUBJECT: Ratification of Cooperative Agreement for Services to the Kids' to Senior's Korner Programs in the total amount of \$50,000 (\$0 for Washoe County Health District). The Cooperative Agreement for Services to the Kid's to Senior's Korner Program is a multi-agency agreement between the City of Reno Police Department, Catholic Charities of Northern Nevada, Washoe County Sheriff's Office, Washoe County Department of Social Services, Washoe County Health District (District), and Washoe County Department of Senior Services, for the period upon approval with automatic annual renewal unless terminated or changed in accordance with the terms of the agreement, and, if approved, authorize the Chairman to execute the Cooperative Agreement.

SUMMARY

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

The Health District Immunization Program intends to continue participation in the Kid's to Senior's Korner multi-agency program to provide services to the most disenfranchised of citizens. A copy of the Cooperative Agreement is attached. The terms of the Cooperative Agreement have been reviewed and approved by Washoe County Risk and Legal.

District Board of Health Strategic Priority: Protect population from health problems and health hazards.

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

AGENDA ITEM # _____

PREVIOUS ACTION

There was a previous contract for the same period, July 1, 2012 through June 30, 2013, with automatic annual renewals approved by the District Board of Health on December 20, 2012.

BACKGROUND

The agreement approved 12/20/12 was updated by Catholic Charities of Northern Nevada to address layout issues and removal of the indemnification language. These changes requires approval of the updated agreement.

The WCHD Immunization Program currently provides nursing staff, supplies, and clerical staff support for the Kid's to Senior's Korner Program. The Immunization Program used to provide \$10,000 towards the program coordinator's salary and up to 40 hours/week nursing time. The \$10,000 support was discontinued in 2011 and the new contract reduces nursing time to up to 20 hours/week. The vaccines utilized are provided to the District via the Nevada State Health Division at no cost to the District.

FISCAL IMPACT

Should the Board approve the Cooperative Agreement, there will be no fiscal impact as the activities are currently being performed and have been budgeted, including the provision of state-supplied vaccines.

RECOMMENDATION

Staff recommends that the District Board of Health ratify the Cooperative Agreement for Services to the Kids' to Senior's Korner Programs in the total amount of \$50,000 (\$0 for Washoe County Health District). The Cooperative Agreement for Services to the Kid's to Senior's Korner Program is a multi-agency agreement between the City of Reno Police Department, Catholic Charities of Northern Nevada, Washoe County Sheriff's Office, Washoe County Department of Social Services, Washoe County Health District (District), and Washoe County Department of Senior Services, for the period upon approval with automatic annual renewal unless terminated or changed in accordance with the terms of the agreement, and, if approved, authorize the Chairman to execute the Cooperative Agreement.

POSSIBLE MOTION

Move to ratify the Cooperative Agreement for Services to the Kids' to Senior's Korner Programs in the total amount of \$50,000 (\$0 for Washoe County Health District). The Cooperative Agreement for Services to the Kid's to Senior's Korner Program is a multi-agency agreement between the City of Reno Police Department, Catholic Charities of Northern Nevada, Washoe County Sheriff's Office, Washoe County Department of Social Services, Washoe County Health District (District), and Washoe County Department of Senior Services, for the period upon approval with automatic annual renewal unless terminated or changed in accordance with the terms of the agreement, and, if approved, authorize the Chairman to execute the Cooperative Agreement.

COOPERATIVE AGREEMENT

BETWEEN

**CATHOLIC CHARITIES OF NORTHERN NEVADA,
THE CITY OF RENO POLICE DEPARTMENT,
WASHOE COUNTY SHERIFF'S OFFICE,
WASHOE COUNTY DEPARTMENT OF SOCIAL SERVICES,
WASHOE COUNTY HEALTH DISTRICT, AND
WASHOE COUNTY DEPARTMENT OF SENIOR SERVICES**

**FOR SERVICES TO THE KIDS TO SENIORS
KORNER PROGRAMS**

THIS AGREEMENT is made and entered into this _____ day of July, 2012, by and between Catholic Charities of Northern Nevada, a nonprofit legal entity qualified to do business in the State of Nevada, the City of Reno, a political subdivision of the State of Nevada on behalf of its police department (hereafter the "Reno Police Department"), the Washoe County Health District (hereafter "Health District"), and the County of Washoe, a political subdivision of the State of Nevada, on behalf of three of its departments, the Sheriff's Office (hereafter "Sheriff's Office), the Department of Social Services (hereafter "Social Services") and the Department of Senior Services (hereafter "Senior Services").

WITNESSETH:

WHEREAS the parties are either public agencies as described in NRS Chapter 277 and NRS 277.180, etc. seq., or private non-profit organizations, and are empowered to enter into agreements of mutual advantage; and

WHEREAS, the Kid's Korner Program was instituted by the Reno Police Department in 1996 as a "knock and talk" program with a police officer visiting the weekly rental motels checking on the welfare of children from infant to six years old and providing access to community resources to deal with health and welfare issues; and

WHEREAS, thereafter the Reno Police Department was joined in the effort by the Health District, Social Services, the Sheriff's Office, Sparks Police Department and Saint Mary's; and

WHEREAS, the parties, thereafter established the Senior's Korner Program with the participation of Senior Services, which identifies and assists at-risk seniors by linking them to community services through a non-traditional delivery program of public and private partners; and

WHEREAS, the Kid's Korner and Senior's Korner were consolidated in 2002 into one program, the Kid's/Senior's Korner, thereby establishing an administrative structure for the purpose of seeking and managing grant and donor funding to the Program, continuing the participation of the parties in the activities of the Program; and

WHEREAS, since the Program was established, there have been some changes in the contributions and commitments by the parties to this Agreement; and

WHEREAS, a new Agreement is needed to reflect the existing structure of the Kids to Seniors Korner Program.

NOW, THEREFORE, in consideration of the mutual covenants and conditions herein, the parties agree as follows:

1. **GENERAL RESPONSIBILITIES**

The parties agree to contribute funds as set forth below to be expended for the salary of a Program Supervisor, to be hired and supervised by Catholic Charities of Northern Nevada. The Program Supervisor is responsible for all operational administration and management, including fiscal management for the Kids to Seniors Korner Program. The Supervisor works in conjunction with Catholic Charities of Northern Nevada in writing and submitting grant proposals to fund the Program. In addition, the Supervisor is responsible for initiating a strategic planning process in conjunction with the Advisory Board, acting as liaison to the parties and community agencies, and is the chief spokesperson for the Program in the community.

Each party to this Agreement will contribute funds, personnel, services, and/or supplies as follows:

(A) The Reno Police Department will:

- (1) Provide one (1) officer for up to forty (40) hours per week for the Kids to Seniors Korner Program and for appropriate community follow-up. The officer assigned to the Program will be responsible for contacting potential clients using the "Knock and Talk" concept. The officer will be responsible for identifying and acting upon any criminal conduct, providing referrals for social services as necessary and coordinating services with the other parties to this Agreement.
- (2) Participate in the assessment of clients referred to the Kids to Seniors Korner Program and make referrals, as appropriate.

- (3) Contribute \$10,000 toward the Supervisor's salary. If this Agreement is renewed in accordance with Paragraph 2, the Reno Police Department agrees to contribute \$10,000 toward the Supervisor's salary for each year the Agreement is renewed. The payment shall be made either in full at the beginning of the Agreement year, or in four equal payments at the beginning of each quarter.

(B) The Washoe County Sheriff's Office will:

- (1) Provide one (1) deputy for up to forty (40) hours per week for the Kids to Seniors Korner Program and for appropriate community follow-up. The deputy assigned to the Program will be responsible for contacting potential clients using the "Knock and Talk" concept. The deputy will be responsible for identifying and acting upon any criminal conduct, providing referrals for social services as necessary and coordinating services with the other parties to this Agreement.
- (2) Participate in the assessment of clients referred to the Kids to Seniors Korner Program and make referrals as appropriate.
- (3) Contribute \$10,000 toward the Supervisor's salary. If this Agreement is renewed in accordance with Paragraph 2, the Washoe County Sheriff's Office agrees to contribute \$10,000 toward the Supervisor's salary for each year the Agreement is renewed. The payment shall be made either in full at the beginning of the Agreement year, or in four equal payments at the beginning of each quarter.

(C) Catholic Charities will:

- (1) Be the acting fiscal agent for the Kids to Seniors Korner Program, and will be responsible for receiving and disbursing funds designated for the Kids to Seniors Korner Program and for working with the Kids to Seniors Korner Program to track expenses. Required grant summaries and reports will be monitored and completed by the Program Supervisor with the assistance of Catholic Charities of Northern Nevada staff.
- (2) Report revenue and expenditures to the Advisory Board on a quarterly basis.
- (3) Assign and track all grant funds independently through an integrated financial software network in compliance with the Financial Accounting Standards Board.

- (4) Provide supervision and oversight for the Program Supervisor and any other grant/partner funded Catholic Charities of Northern Nevada employees.
- (5) Maintain medical records excluding immunizations, but including results of screenings. Follow appropriate procedures to ensure that patient confidentiality rights are protected in accordance with applicable state and federal laws.
- (6) Comply with all applicable laws, ordinances and regulations of governmental entities having jurisdiction over matters that are the subject of the Agreement, including but not limited to bloodborne pathogen exposures, tuberculosis exposures, infection control, and background investigations for staff.
- (7) Contribute \$10,000 toward the Supervisor's salary. If this Agreement is renewed in accordance with Paragraph 2, Catholic Charities of Northern Nevada agrees to contribute \$10,000 toward the Supervisor's salary for each year the Agreement is renewed. The payment shall be made either in full at the beginning of the Agreement year, or in four equal payments at the beginning of each quarter.

(D) The Washoe County Health District will:

- (1) Provide a Public Health Nurse (PHN) for up to twenty (20) hours per week to provide public health nursing services for Kids to Seniors Korner.
- (2) Provide medical supplies, nursing staff as needed, and be responsible for the organization, administration, operation, and financing of medical services incurred in the course of the Health District's participation in the Kids to Seniors Korner Program.
- (3) Be responsible for obtaining and retaining any and all immunization patient release and medical consent forms for the Kids to Seniors Korner Program.
- (4) Comply with all applicable laws, ordinances and regulations of governmental entities having jurisdiction over matters that are the subject of the Agreement, including but not limited to blood borne pathogen exposures, tuberculosis exposures, infection control, and background investigations for staff.

(E) The Washoe County Department of Social Services will:

- (1) Provide one (1) Social Services Supervisor for two (2) hours per week to provide social services assessment and coordination for the Kid's Korner Division of the Program.

- (2) Provide one (1) Senior Human Services Support Specialist for forty (40) hours per week to provide family support services for the Kid's Korner Division.
- (3) Provide an Adult Service's Social Worker a minimum of twelve (12) hours per month on a rotating basis to provide family assessment for the seniors involved in the Kids to Seniors Korner Program.
- (4) Contribute \$10,000 toward the Supervisor's salary. If this Agreement is renewed in accordance with Paragraph 2, Social Services agrees to contribute \$10,000 toward the Supervisor's salary for each year the Agreement is renewed. The payment shall be made either in full at the beginning of the Agreement year, or in four equal payments at the beginning of each quarter.

(F) Washoe County Senior Services will:

- (1) Provide one (1) Social Worker for up to twenty (20) hours per week to provide social services assessment, coordination, on-going case management and advocacy services to seniors as needed and referred.
- (2) Contribute \$10,000 toward the Supervisor's salary. If this Agreement is renewed in accordance with Paragraph 2, Senior Services agrees to contribute \$10,000 toward the Supervisor's salary for each year the Agreement is renewed. The payment shall be made either in full at the beginning of the Agreement year, or in four equal payments at the beginning of each quarter.

2. TERM OF AGREEMENT

This Agreement is effective from July 1, 2012 through June 30, 2013 and will renew automatically from year to year unless terminated in accordance with Paragraph 18 below.

3. ADVISORY BOARD

The parties agree to continue the Advisory Board established under the 2002 Agreement to guide the philosophical, strategic and operational aspects of the Program, and to identify development opportunities. The Advisory Board consists of executive representatives from each of the seven parties and representatives from the community at large.

4. ADDITIONAL STAFFING

The parties agree that, to the extent that funding is available through grants or other sources, Catholic Charities of Northern Nevada may hire an Administrative Assistant to assist the

Supervisor in managing the day-to-day operation of the Kids to Seniors Korner Program. Such funding will not be the responsibility of the parties hereto.

5. **INDEMNIFICATION**

To the extent limited by Nevada Revised Statutes Chapter 41 or other applicable law, any governmental party shall be responsible for any intentional, reckless or negligent act committed by any of its officers, employees or agents under this Agreement agrees to indemnify and hold harmless all other parties from and against any and all claims, demands, or actions by any person which may arise or result from the negligent act.

As a non-governmental entity, Catholic Charities of Northern Nevada agrees to hold harmless and indemnify the other parties from and against any and all claims, demands, or actions by any person which may arise or result from any intentional, reckless or negligent act, error or omission by its employees, agents or servants.

6. **INSURANCE**

The parties each agree to purchase and maintain general, professional and automobile liability insurance for activities related to this Agreement or, as to the governmental parties, provide for their respective financial obligations through a program of self-insurance in compliance with Nevada Revised States Chapter 41.

7. **WORKERS COMPENSATION**

Each party shall be responsible for providing complete workers' compensation coverage in accordance with the laws of the State of Nevada for each of its own employees. To the extent allowed by law, for the limited purpose of this Agreement, the parties shall be deemed joint employers for immunity from liability under Nevada workers' compensation laws.

8. **INDEPENDENT PARTIES**

Employees assigned to the Kids to Seniors Korner Program shall remain employees of their respective entities, each of which will be responsible for all salary and benefits, training, equipment, and supplies used by the employees in carrying out the functions of the Program. Parties' existing policies and procedures shall apply to employees assigned to the Kids to Seniors Korner.

9. **COMPLIANCE WITH LAW**

The parties agree to uphold and abide by all laws, federal and state, related to equal access and employment opportunities. These include, but are not necessarily limited to, Titles VI and VII of the Civil Rights Act of 1964, as amended, the Age Discrimination in Employment

Act of 1967, as amended, the Age Discrimination in Employment Act of 1975, the Equal Pay Act of 1963, Sections 501 and 504 of the Rehabilitation Act of 1973, the Civil Rights Act of 1991, and the Americans with Disabilities Act of 1990.

10. **CONFIDENTIALITY**

The parties agree to ensure that staff maintain confidentiality of all information, including medical, concerning recipients of services, except to the extent necessary to perform their lawful duties, or as required by law. Each party will ensure that a background investigation has been completed pursuant to NRS 179A.180, et seq., for those staff members who have access to minors and/or seniors and/or information regarding minors and/or seniors.

11. **ACCESS TO RECORDS**

The parties agree that each will have access to the clients' program records, as necessary. Each will retain and protect the confidentiality of records as is required by law.

12. **ANNUAL EVALUATION**

The parties agree to ensure that all staff members assigned to the Program are evaluated for competency by program partners on an annual basis.

13. **SUPERVISION OF PERSONNEL**

The parties agree to provide supervision and oversight for personnel assigned to the Program, make reasonable efforts to provide vacation coverage, and ensure that personnel fulfill all duties.

14. **DOCUMENTATION**

The parties agree to document in-kind fees and provide data to the Program as needed to assist in fund development.

15. **CONDUCT OF EMPLOYEES**

The parties agree to ensure that all employees assigned to the Program conduct themselves in a courteous manner and do not interfere with the orderly operation of the Program or any of the agencies.

16. **DISPUTES**

The parties agree to work cooperatively to address any problems and resolve any disputes that may arise for the duration of this Agreement and any renewals thereof.

17. **APPROPRIATION OF FUNDS**

As required by NRS 244.320 and NRS 354.626, the parties acknowledge that the participation of the public entities in this agreement is contingent upon the appropriation of public funds to support the activities described herein and that the agreement will terminate if the appropriation of funds does not occur. In this event, immediate written notice of termination will be given in accordance with Paragraphs 18 and 19.

18. **TERMINATION**

Any party may terminate its participation in this Agreement by giving the other parties written notice of the intent to terminate no fewer than thirty (30) calendar days prior to the effective date of the termination.

19. **NOTICE**

All written notices required under this Agreement shall be mailed, postage prepaid, addressed to the designated representative of the respective parties:

Sheriff Michael Haley
Washoe County Sheriff's Office
911 Parr Boulevard
Reno, NV 89512

Grady Tarbuton, Director
Washoe County Senior Services
1155 East 9th Street
Reno, NV 89512

Joseph P. Iser, MD, DrPH, MSc
Washoe County Health District
P.O. Box 11130
Reno, NV 89520-0027

Kevin Schiller, Director
Washoe Co. Dept. of Social Services
P.O. Box 11130
Reno, NV 89520-0027

Commander. Shannon Wiecking
Reno Police Department
P.O. Box 1900
Reno, NV 89505-1900

Peter Vogel, Executive Director
Catholic Charities of Northern Nevada
P.O. Box 5099
Reno, Nevada 89513-5099

20. **ENTIRE AGREEMENT**

This Agreement contains all the commitments and agreements of the parties, and oral or written commitments not contained herein shall have no force or effect to alter any term or condition of this Agreement, unless modified in accordance with Paragraph 22.

21. **PRIOR AGREEMENTS**

This Agreement supercedes and renders void any existing agreements between two or more of the parties as they may relate to the operation, administration and/or the provision of services to the Kids to Seniors Korner Program.

22. **MODIFICATION OR AMENDMENT**

This Agreement may be amended or modified only by the mutual agreement of the parties hereto in writing.

23. **VALIDITY**

In case any one or more of the terms, sentences, paragraphs or provisions contained herein shall for any reason be held to be invalid, illegal, or non-enforceable, in any respect, such invalidity, illegality, or non-enforceability shall not affect any other terms, sentences, paragraphs, or provisions and this Agreement shall be construed as if such invalid, illegal, or non-enforceable provision had never been contained herein.

24. **WAIVER**

A waiver of any breach of any provision of this Agreement by any party shall not be construed to be a waiver of any preceding or succeeding breach.

25. **GOVERNING LAW**

This Agreement shall be governed, interpreted and construed in accordance with the laws of the State of Nevada.

26. **ASSIGNMENT**

This Agreement may not be assigned without the consent of the governing boards or each party of their authorized representatives.

Signature page to follow.

CITY OF RENO

APPROVED AS TO FORM:

MAYOR

DEPUTY CITY ATTORNEY

ATTEST:

CITY CLERK

**WASHOE COUNTY, ON BEHALF OF
WASHOE COUNTY SHERIFF'S OFFICE,
WASHOE COUNTY DEPT. OF SOCIAL
SERVICES & WASHOE COUNTY DEPT.
OF SENIOR SERVICES**

**WASHOE COUNTY HEALTH
DISTRICT**

CHAIRMAN, COUNTY COMMISSION

CHAIRMAN
WASHOE COUNTY DISTRICT BOARD
OF HEALTH

ATTEST:

COUNTY CLERK

CATHOLIC CHARITIES OF NORTHERN NEVADA

EXECUTIVE DIRECTOR



Washoe County Health District



Public Health
Prevent. Promote. Protect.

STAFF REPORT
BOARD MEETING DATE: 4/25/13

DATE: April 15, 2013

TO: District Board of Health

FROM: Patsy Buxton, Fiscal Compliance Officer, Washoe County Health District
775-328-2418, pbuxton@washoecounty.us *PB*

THROUGH: Eileen Stickney, Administrative Health Services Officer, Washoe County Health District, 775-328-2417, estickney@washoecounty.us *ES*

SUBJECT: Ratification of Agreement between the Washoe County Health District and Regent Care Center of Reno in the amount of \$1,295.00 to transfer fatality management equipment to Regent Care Center of Reno; and if approved, authorize the Chairman to execute Agreement.

SUMMARY

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

NRS 332.185 allows a local government to dispose of personal property by any manner if the governing body determines the property is no longer required for public use and deems the action desirable and in the best interest of the local governing body.

District Board of Health Priority supported by this item:
Ratification of this Agreement supports the District Board of Health’s strategic priority:
Be assured that the public health system operates at the highest level of integrity during an all hazards event.

PREVIOUS ACTION

The Notice of Subgrant Award (#4U3REP090220-03-04) for the period November 26, 2012 through June 30, 2013 in the total amount of \$11,501 that provides Assistant Secretary for Preparedness and Response (ASPR) funding for this equipment was approved by the District Health Officer on November 20, 2012.

AGENDA ITEM _____

The Board ratified four different Agreements between the Washoe County Health District and various hospitals transferring medical surge capacity equipment valued at \$7,980 total on May 26, 2011.

BACKGROUND

Based on feedback during the Healthcare Facility Emergency Preparedness Committee, the Washoe County Health District purchased BioSeal Mini Systems for several of the regional skilled nursing facilities within Washoe County.

FISCAL IMPACT

Should the Board ratify these Agreements, there will be no additional impact as expenses related to this equipment were anticipated and projected in the Assistant Secretary for Preparedness and Response (ASPR) Grant Program (Internal Order 11071).

RECOMMENDATION

Staff recommends that the Washoe County District Board of Health ratify the Agreement between the Washoe County Health District and Regent Care Center of Reno in the amount of \$1,295.00 to transfer fatality management equipment to Regent Care Center of Reno; and if approved, authorize the Chairman to execute Agreement.

POSSIBLE MOTION

Move to ratify the Agreement between the Washoe County Health District and Regent Care Center of Reno in the amount of \$1,295.00 to transfer fatality management equipment to Regent Care Center of Reno; and if approved, authorize the Chairman to execute Agreement.

Agreement
Between

Washoe County Health District
And
Regent Care Center of Reno

This agreement contains the terms for the transfer between the Washoe County Health District (herein WCHD) and Regent Care Center of Reno (herein REGENT CARE CENTER) of a BioSeal Mini System unit, detailed in table below.

WHEREAS, the WCHD purchased equipment on behalf of REGENT CARE CENTER using federal grant funds (#4U3REP090220-03-04) and;

WHEREAS, this equipment is to be used to increase the emergency preparedness capabilities of REGENT CARE CENTER, which will be of benefit to the people of Washoe County and;

WHEREAS, NRS 332.185 allows a local government to dispose of personal property by any manner if the governing body determines the property is no longer required for public use and deems the action desirable and in the best interest of the local governing body;

NOW, THEREFORE, WCHD and REGENT CARE CENTER agree as follows:

1. REGENT CARE CENTER will send WCHD a copy of their received inventory, upon receipt of the following equipment:

Item Name	Item #	Quantity	Cost/Item	Total
BioSeal Mini System	BBSM	1	\$1,295.00	\$1,295.00

2. Upon receipt, WCHD thereby transfers ownership of the equipment and holds no interest in the equipment listed above and;
3. REGENT CARE CENTER is solely responsible for the inspection, training, storage, use and upkeep of the equipment and;
4. REGENT CARE CENTER agrees to hold harmless and indemnify WCHD, its officers and members from any liability related to the use, misuse or malfunction of this equipment, AND;
5. Both parties to this memorandum of understanding agree and acknowledge that the equipment is valued at a total of \$1,295.00.

Washoe County Health District

Regent Care Center of Reno

A. M. Smith III Date
Chairman, District Board of Health

Kathy Wagner Date
Regent Care Center of Reno



Washoe County Health District



Public Health
Prevent. Promote. Protect.

STAFF REPORT BOARD MEETING DATE: 4/25/13

DATE: April 15, 2013

TO: District Board of Health

FROM: Patsy Buxton, Fiscal Compliance Officer, Washoe County Health District 775-328-2418, pbuxton@washoecounty.us *PB*

THROUGH: Eileen Stickney, Administrative Health Services Officer, Washoe County Health District, 775-328-2417, estickney@washoecounty.us *ES*

SUBJECT: Ratification of Agreement between the Washoe County Health District and Hearthstone of Northern Nevada in the amount of \$1,295.00 to transfer fatality management equipment to Hearthstone of Northern Nevada; and if approved, authorize the Chairman to execute Agreement.

SUMMARY

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

NRS 332.185 allows a local government to dispose of personal property by any manner if the governing body determines the property is no longer required for public use and deems the action desirable and in the best interest of the local governing body.

District Board of Health Priority supported by this item:

Ratification of this Agreement supports the District Board of Health's strategic priority: *Be assured that the public health system operates at the highest level of integrity during an all hazards event.*

PREVIOUS ACTION

The Notice of Subgrant Award (#4U3REP090220-03-04) for the period November 26, 2012 through June 30, 2013 in the total amount of \$11,501 that provides Assistant Secretary for Preparedness and Response (ASPR) funding for this equipment was approved by the District Health Officer on November 20, 2012.

AGENDA ITEM _____

The Board ratified four different Agreements between the Washoe County Health District and various hospitals transferring medical surge capacity equipment valued at \$7,980 total on May 26, 2011.

BACKGROUND

Based on feedback during the Healthcare Facility Emergency Preparedness Committee, the Washoe County Health District purchased BioSeal Mini Systems for several of the regional skilled nursing facilities within Washoe County.

FISCAL IMPACT

Should the Board ratify these Agreements, there will be no additional impact as expenses related to this equipment were anticipated and projected in the Assistant Secretary for Preparedness and Response (ASPR) Grant Program (Internal Order 11071).

RECOMMENDATION

Staff recommends that the Washoe County District Board of Health ratify the Agreement between the Washoe County Health District and Hearthstone of Northern Nevada in the amount of \$1,295.00 to transfer fatality management equipment to Hearthstone of Northern Nevada and if approved, authorize the Chairman to execute Agreement.

POSSIBLE MOTION

Move to ratify the Agreement between the Washoe County Health District and Hearthstone of Northern Nevada in the amount of \$1,295.00 to transfer fatality management equipment to Hearthstone of Northern Nevada; and if approved, authorize the Chairman to execute Agreement.



Washoe County Health District



Public Health
Prevent. Promote. Protect.

STAFF REPORT BOARD MEETING DATE: 4/25/13

DATE: April 15, 2013

TO: District Board of Health

FROM: Patsy Buxton, Fiscal Compliance Officer, Washoe County Health District
775-328-2418, pbuxton@washoecounty.us *PB*

THROUGH: Eileen Stickney, Administrative Health Services Officer, Washoe County Health District, 775-328-2417, estickney@washoecounty.us *ES*

SUBJECT: Ratification of Agreement between the Washoe County Health District and Life Care Center of Reno in the amount of \$1,295.00 to transfer fatality management equipment to Life Care Center of Reno; and if approved, authorize the Chairman to execute Agreement.

SUMMARY

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

NRS 332.185 allows a local government to dispose of personal property by any manner if the governing body determines the property is no longer required for public use and deems the action desirable and in the best interest of the local governing body.

District Board of Health Priority supported by this item:
Ratification of this Agreement supports the District Board of Health's strategic priority: *Be assured that the public health system operates at the highest level of integrity during an all hazards event.*

PREVIOUS ACTION

The Notice of Subgrant Award (#4U3REP090220-03-04) for the period November 26, 2012 through June 30, 2013 in the total amount of \$11,501 that provides Assistant Secretary for Preparedness and Response (ASPR) funding for this equipment was approved by the District Health Officer on November 20, 2012.

AGENDA ITEM _____

The Board ratified four different Agreements between the Washoe County Health District and various hospitals transferring medical surge capacity equipment valued at \$7,980 total on May 26, 2011.

BACKGROUND

Based on feedback during the Healthcare Facility Emergency Preparedness Committee, the Washoe County Health District purchased BioSeal Mini Systems for several of the regional skilled nursing facilities within Washoe County.

FISCAL IMPACT

Should the Board ratify these Agreements, there will be no additional impact as expenses related to this equipment were anticipated and projected in the Assistant Secretary for Preparedness and Response (ASPR) Grant Program (Internal Order 11071).

RECOMMENDATION

Staff recommends that the Washoe County District Board of Health ratify the Agreement between the Washoe County Health District and Life Care Center of Reno in the amount of \$1,295.00 to transfer fatality management equipment to Life Care Center of Reno; and if approved, authorize the Chairman to execute Agreement.

POSSIBLE MOTION

Move to ratify the Agreement between the Washoe County Health District and Life Care Center of Reno in the amount of \$1,295.00 to transfer fatality management equipment to Life Care Center of Reno; and if approved, authorize the Chairman to execute Agreement.

Agreement
Between

Washoe County Health District
And
Life Care Center of Reno

This agreement contains the terms for the transfer between the Washoe County Health District (herein WCHD) and Life Care Center of Reno (herein LIFE CARE) of a BioSeal Mini System unit, detailed in table below.

WHEREAS, the WCHD purchased equipment on behalf of LIFE CARE using federal grant funds (#4U3REP090220-03-04) and;

WHEREAS, this equipment is to be used to increase the emergency preparedness capabilities of LIFE CARE, which will be of benefit to the people of Washoe County and;

WHEREAS, NRS 332.185 allows a local government to dispose of personal property by any manner if the governing body determines the property is no longer required for public use and deems the action desirable and in the best interest of the local governing body;

NOW, THEREFORE, WCHD and LIFE CARE agree as follows:

1. LIFE CARE will send WCHD a copy of their received inventory, upon receipt of the following equipment:

Item Name	Item #	Quantity	Cost/Item	Total
BioSeal Mini System	BBSM	1	\$1,295.00	\$1,295.00

2. Upon receipt, WCHD thereby transfers ownership of the equipment and holds no interest in the equipment listed above and;
3. LIFE CARE is solely responsible for the inspection, training, storage, use and upkeep of the equipment and;
4. LIFE CARE agrees to hold harmless and indemnify WCHD, its officers and members from any liability related to the use, misuse or malfunction of this equipment, AND;
5. Both parties to this memorandum of understanding agree and acknowledge that the equipment is valued at a total of \$1,295.00.

Washoe County Health District

Life Care Center of Reno

A. M. Smith III Date
Chairman, District Board of Health

Belen Anderson Date
Executive Director



Washoe County Health District



Public Health
Prevent. Promote. Protect.

STAFF REPORT BOARD MEETING DATE: 4/25/13

DATE: April 15, 2013
TO: District Board of Health
FROM: Patsy Buxton, Fiscal Compliance Officer, Washoe County Health District
775-328-2418, pbuxton@washoecounty.us

PB

THROUGH: Eileen Stickney, Administrative Health Services Officer, Washoe County Health District, 775-328-2417, estickney@washoecounty.us

ES

SUBJECT: Ratification of Intrastate Interlocal Contract between the State of Nevada, Department of Conservation and Natural Resources, Division of Environmental Protection and the Washoe County Health District for the period upon Board of Examiners approval through June 30, 2015 in the total amount of \$180,000 (\$90,000 per fiscal year) in support of the Safe Drinking Water Act (SDWA) Grant Program; and if approved, authorize the Chairman to execute.

SUMMARY

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

The Washoe County Health District received an Intrastate Interlocal Contract from the State of Nevada, Division of Environmental Protection in the amount of \$180,000 (\$90,000 per fiscal year) for the period upon Board of Examiners approval through June 30, 2015 in support of the Safe Drinking Water Grant Program. A copy of the Interlocal Contract is attached.

District Board of Health Priority supported by this item:
Acceptance of this funding supports the District Board of Health's strategic priority: *Be assured of a reliable water supply; quantity and quality.* It also supports the Washoe County Health District Safe Drinking Water Program mission to protect ground water of Washoe County from contamination and to ensure a safe and reliable water supply for the public.

AGENDA ITEM # _____

BACKGROUND

This Interlocal Agreement supports the on-going Safe Drinking Water Grant Program. Funding supports a portion of a Licensed Engineer and Registered Environmental Health Specialist and travel/training.

PREVIOUS ACTION

The Board ratified the Interlocal Contract for the period upon Board of Examiners approval through June 30, 2013 in the total amount of \$180,000 (\$90,000 per fiscal year) on April 28, 2011.

FISCAL IMPACT

There is no additional fiscal impact with the ratification of the Interlocal Contract as this level of funding was anticipated and included in the FY14 SDWA grant program (internal order # 10017) budget.

The Washoe County Health District is recovering indirect costs (14.5% applied to personnel total) on this grant.

RECOMMENDATION

Staff recommends that the Washoe County District Board of Health ratify the Intrastate Interlocal Contract between the State of Nevada, Department of Conservation and Natural Resources, Division of Environmental Protection and the Washoe County Health District for the period upon Board of Examiners approval through June 30, 2015 in the total amount of \$180,000 (\$90,000 per fiscal year) in support of the Safe Drinking Water Act (SDWA) Grant Program; and if approved, authorize the Chairman to execute.

POSSIBLE MOTION

Move to ratify the Intrastate Interlocal Contract between the State of Nevada, Department of Conservation and Natural Resources, Division of Environmental Protection and the Washoe County Health District for the period upon Board of Examiners approval through June 30, 2015 in the total amount of \$180,000 (\$90,000 per fiscal year) in support of the Safe Drinking Water Act (SDWA) Grant Program; and if approved, authorize the Chairman to execute.

INTRASTATE INTERLOCAL CONTRACT BETWEEN PUBLIC AGENCIES

A Contract Between the State of Nevada
Acting By and Through Its

**Department of Conservation and Natural Resources, Division of Environmental Protection
901 S. Stewart Street, Carson City, NV 89701-5429**

AND

**Washoe County Health District
Hereinafter the "Public Agency"
1101 East Ninth Street
PO Box 11130
Reno, NV 89520
Phone: 775-782-6210 FAX: 775-782-9007**

WHEREAS, NRS 277.180 authorizes any one or more public agencies to contract with any one or more other public agencies to perform any governmental service, activity or undertaking which any of the public agencies entering into the contract is authorized by law to perform; and

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

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

1. **REQUIRED APPROVAL.** This Contract shall not become effective until and unless approved by appropriate official action of the governing body of each party.
2. **DEFINITIONS.** "State" means the State of Nevada and any state agency identified herein, its officers, employees and immune contractors as defined in NRS 41.0307.
3. **CONTRACT TERM.** This Contract shall be effective upon approval to 06/30/2015 , unless sooner terminated by either party as set forth in this Contract.
4. **TERMINATION.** This Contract may be terminated by either party prior to the date set forth in paragraph (3), provided that a termination shall not be effective until 30 days after a party has served written notice upon the other party. This Contract may be terminated by mutual consent of both parties or unilaterally by either party without cause. The parties expressly agree that this Contract shall be terminated immediately if for any reason State and/or federal funding ability to satisfy this Contract is withdrawn, limited, or impaired.
5. **NOTICE.** All notices or other communications required or permitted to be given under this Contract shall be in writing and shall be deemed to have been duly given if delivered personally in hand, by telephonic facsimile with simultaneous regular mail, or mailed certified mail, return receipt requested, postage prepaid on the date posted, and addressed to the other party at the address set forth above.
6. **INCORPORATED DOCUMENTS.** The parties agree that the services to be performed shall be specifically described; this Contract incorporates the following attachments in descending order of constructive precedence:

ATTACHMENT A: SCOPE OF WORK (Consisting of 4 Pages)

ATTACHMENT B: ADDITIONAL AGENCY TERMS & CONDITIONS (Consisting of 3 pages)

7. **CONSIDERATION.** Washoe County Health District agrees to provide the services set forth in paragraph (6) at a cost of \$ N/A per N/A (state the exact cost or hourly, daily, or weekly rate exclusive of travel or per diem expenses) with the total Contract or installments payable: Quarterly, not exceeding \$ 90,000.00 per year and \$180,000.00 total. Any intervening end to an annual or biennial appropriation period shall be deemed an automatic renewal (not changing the overall Contract term) or a termination as the results of legislative appropriation may require.

8. **ASSENT.** The parties agree that the terms and conditions listed on incorporated attachments of this Contract are also specifically a part of this Contract and are limited only by their respective order of precedence and any limitations expressly provided.

9. **INSPECTION & AUDIT.**

a. **Books and Records.** Each party agrees to keep and maintain under general accepted accounting principles full, true and complete records, agreements, books, and documents as are necessary to fully disclose to the other party, the State or United States Government, or their authorized representatives, upon audits or reviews, sufficient information to determine compliance with any applicable regulations and statutes.

b. **Inspection & Audit.** Each party agrees that the relevant books, records (written, electronic, computer related or otherwise), including but not limited to relevant accounting procedures and practices of the party, financial statements and supporting documentation, and documentation related to the work product shall be subject, at any reasonable time, to inspection, examination, review, audit, and copying at any office or location where such records may be found, with or without notice by the other party, the State Auditor, Employment Security, the Department of Administration, Budget Division, the Nevada State Attorney General's Office or its Fraud Control Units, the State Legislative Auditor, and with regard to any federal funding, the relevant federal agency, the Comptroller General, the General Accounting Office, the Office of the Inspector General, or any of their authorized representatives.

c. **Period of Retention.** All books, records, reports, and statements relevant to this Contract must be retained by each party for a minimum of three years and for five years if any federal funds are used in this Contract. The retention period runs from the date of termination of this Contract. Retention time shall be extended when an audit is scheduled or in progress for a period reasonably necessary to complete an audit and/or to complete any administrative and judicial litigation which may ensue.

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

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

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

13. **INDEMNIFICATION.** Neither party waives any right or defense to indemnification that may exist in law or equity.

14. INDEPENDENT PUBLIC AGENCIES. The parties are associated with each other only for the purposes and to the extent set forth in this Contract, and in respect to performance of services pursuant to this Contract, each party is and shall be a public agency separate and distinct from the other party and, subject only to the terms of this Contract, shall have the sole right to supervise, manage, operate, control, and direct performance of the details incident to its duties under this Contract. Nothing contained in this Contract shall be deemed or construed to create a partnership or joint venture, to create relationships of an employer-employee or principal-agent, or to otherwise create any liability for one agency whatsoever with respect to the indebtedness, liabilities, and obligations of the other agency or any other party.

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

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

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

18. OWNERSHIP OF PROPRIETARY INFORMATION. Unless otherwise provided by law or this Contract, any reports, histories, studies, tests, manuals, instructions, photographs, negatives, blue prints, plans, maps, data, system designs, computer code (which is intended to be consideration under this Contract), or any other documents or drawings, prepared or in the course of preparation by either party in performance of its obligations under this Contract shall be the joint property of both parties.

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

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

21. PROPER AUTHORITY. The parties hereto represent and warrant that the person executing this Contract on behalf of each party has full power and authority to enter into this Contract and that the parties are authorized by law to perform the services set forth in paragraph (6).

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

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

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

Washoe County Health District
Public Agency #1

Public Agency #1 Signature

Date

Title

Department of Conservation and Natural Resources, Division of Environmental Protection (DEP)
Public Agency #2

Colleen Cripps, Ph.D Signature

Date

Administrator-DEP
Title

DEP Fiscal Signature

Date

Title

Signature – Nevada State Board of Examiners

APPROVED BY BOARD OF EXAMINERS

Approved as to form by:

On _____

(Date)

Deputy Attorney General for Attorney General, State of Nevada

On _____

(Date)

ATTACHMENT A

Scope of Work

**INTRASTATE INTERLOCAL CONTRACT
BETWEEN:
NEVADA DIVISION OF ENVIRONMENTAL PROTECTION AND
THE WASHOE COUNTY HEALTH DISTRICT**

ATTACHMENT A: SCOPE OF WORK
Description of services, deliverables and reimbursement

Washoe County Health District, hereinafter referred to as Public Agency, agrees to provide the following services and reports to the Nevada Division of Environmental Protection, hereinafter referred to as State:

1. The Public Agency agrees to perform the following services for public water systems within Washoe County to assist the State with implementation of the federal Safe Drinking Water Act, for which the State is the designated primacy agency:
 - A. The Public Agency will employ a Licensed Engineer to conduct public water system construction plan reviews on assigned water projects. The employee will ideally have experience in drinking water or wastewater upon hiring. The State will assist with training.
 - B. Conduct and document sanitary surveys within Washoe County as follows:
 - 1) Annual sanitary surveys on all public water systems served by surface water sources or ground water under the direct influence of surface water;
 - 2) Conduct and document sanitary surveys annually on at least one third of the total inventory of community and non-community public water systems served by groundwater sources;
 - 3) Record the results of all sanitary surveys using the Safe Water Information Field Tool (SWIFT);
 - a) Mail Sanitary Survey Report to public water systems with Significant Deficiencies within 30 days of the site visit. All other reports should be completed within 45 days of the site visit.
 - 4) Schedule with State personnel a minimum of three joint sanitary surveys annually; and
 - 5) Verify the status of public water system operators for community and non-transient non-community water systems at the time of the sanitary survey.
 - C. Utilize the Safe Drinking Water Information System (SDWIS) for the following:
 - 1) Review and update the inventory of public water systems within Washoe County on at least a quarterly basis;
 - 2) Enter Total Coliform monitoring results and run compliance status for all public water systems for coliform, at least monthly, and for all other constituents at least quarterly; and
 - a) Generate Compliance reports for coliform, run compliance, and send violation letters to public water systems.
 - b) Review Results Alert Reports, produced by State staff and delivered to Public Agency staff, for chemical monitoring. Coordinate any necessary monitoring schedule changes with State staff. When necessary, Public Agency will inform public water systems in writing of monitoring schedule changes or violations.
 - 3) Enter sanitary survey information and associated observations into SWIFT and provide migration files for State SDWIS updates quarterly.
 - D. Participate in training programs, provided at no cost by the State, for the following programs:
 - 1) SDWIS database and related tools such as the SWIFT sanitary survey tool.
 - E. Assist the State in preparing reports on variance and exemption requests to be presented by State staff to the State Environmental Commission.

- F. Work cooperatively with the State to prepare for implementation of new United States Environmental Protection Agency (USEPA) rules that have not been adopted at the state level. This may include activities such as contacting and informing public water systems of new requirements, providing data to the USEPA and assisting the USEPA with implementation of new federal rules prior to adoption by the State Environmental Commission.
- G. Submit quarterly reports to the State within thirty days after the calendar quarter ends (January 30, April 30, July 30, and October 30). The quarterly report will include:
- 1) A financial report/invoice including a summary of program expenditures during the preceding quarter and fiscal year-to-date, by category;
 - 2) A summary of program activities during the preceding quarter including:
 - a) Information pertaining to all new public water systems added to the Public Agency public water system inventory;
 - b) A listing of all sanitary surveys conducted including public water system name, public water system identification number, date of the sanitary survey, date of sanitary survey report mailing, a notation as to whether or not a significant deficiency was observed, and a notation that migration files have been submitted;
 - c) A list of all significant deficiency Corrective Action Plans approved or modified;
 - d) A brief description of any actions taken as a result of Results Alert Report review;
 - e) A brief description of any water system emergencies;
 - f) The total number of and a brief description of the engineering and subdivision reviews completed of public water system water projects, including information on subdivisions that are stand-alone water systems or identification of the "parent" water system if a subdivision is connected to a larger entity;
 - g) A listing of all public water system violations, grouped by type of violation, which includes the following information:
 - 1) The name and PWS ID# of each public water system;
 - 2) The type and level of violation incurred by the public water system;
 - 3) A list of any enforcement actions, remedial follow-up visits or violations of orders occurring during the quarter;
 - 4) The date and nature of the Public Agency response to violations, including where appropriate, the rationale for response;
 - 5) The date of resolution;
 - 6) Method of determining resolution; and
 - 7) Updates on actions taken during the previous quarter to address public water systems on the EPA Enforcement Targeting Tool with greater than 10 points.
- H. The Public Agency will maintain forms and applications for the Drinking Water State Revolving Fund and Grant Program, administered by the State, and will dispense information to Washoe County public water systems that may be interested in these programs. To the extent resources allow, the Public Agency will participate in meetings and workshops concerning these programs.
- I. Adopt any local regulations or ordinances needed by the Public Agency to fully implement the requirements of NRS 445A.800 to 445A.955 and regulations adopted pursuant thereto. Regulations adopted by the Public Agency pursuant to this section must not conflict with regulations adopted by the State Environmental Commission.
2. The State will provide the Public Agency with the following:
- A. Information on any changes or additions to NRS or NAC that pertain to public water systems;

- B. Training to Public Agency staff on federal and state laws and regulations and database systems utilized by the State, to the extent funding allows and in excess of the attached budget;
- C. Computer software, to the extent funding allows, including but not limited to, SDWIS, SWIFT;
- D. Update emergency response contacts and phone numbers when changes occur and contact the Public Agency at (775) 328-3785 when necessary for emergencies; and
- E. Upon request of the Public Agency, a list of Washoe County public water system certified operators.
- F. Perform data entry into SDWIS for Public Water System water quality data that is not Total Coliform data (i.e. "Chemical Data").

3. The Public Agency and State agree to meet at least twice each year during the term of this agreement to review their respective programs and discuss any changes needed to improve coordination between the programs.

4. The State will endeavor to identify and pursue additional funding opportunities to increase the contract amount. When such funding is secured, the State agrees to process a contract amendment for current and/or future fiscal years.

5. The Public Agency agrees to adhere to the following budget:

(See Page 4 of 4)

Washoe County Health District
Proposed Grant Budget - March 29, 2013
Safe Drinking Water Act Grant Program
July 1, 2013 - June 30, 2015 (\$90,000 per fiscal year)

WCDHD# 10017	State IO-10017	Local 172200	Local 172400	Total
Licensed Engineer				
B. Tyre (20% of 1.0 FTE)	20%	5%	75%	100%
701110 Base Salaries	\$ 19,668	\$ 4,917	\$ 73,756	\$ 98,341
701200 Career Incentive	\$ 460	\$ 115	\$ 1,725	\$ 2,300
705110 Group Insurance	\$ 1,534	\$ 383	\$ 5,752	\$ 7,669
705210 Retirement	\$ 5,167	\$ 1,292	\$ 19,376	\$ 25,834
705230 Medicare	\$ 292	\$ 73	\$ 1,094	\$ 1,459
POSITION TOTAL	\$ 27,121	\$ 6,780	\$ 101,703	\$ 135,604

Registered Environmental Health Specialist				
W. Rubio (75% of 1.0 FTE)	55%	20%	25%	100%
701110 Base Salaries	\$ 34,864	\$ 12,678	\$ 15,847	\$ 63,389
701200 Career Incentive	\$ -	\$ -	\$ -	\$ -
705110 Group Insurance	\$ 6,323	\$ 2,299	\$ 2,874	\$ 11,497
705210 Retirement	\$ 8,952	\$ 3,255	\$ 4,069	\$ 16,276
705230 Medicare	\$ 475	\$ 173	\$ 216	\$ 864
POSITION TOTAL	\$ 50,614	\$ 18,405	\$ 23,007	\$ 92,026

701130 Pooled Positions	\$ -	\$ -	\$ -	\$ -
701300 Overtime	\$ -	\$ -	\$ -	\$ -
PERSONNEL TOTAL	\$ 77,735	\$ 25,185	\$ 124,710	\$ 227,630

Training				
710509 Registration	\$ -	\$ 200	\$ -	\$ 200
710512 Auto Expense	\$ -	\$ -	\$ -	\$ -
711210 Travel	\$ 993	\$ -	\$ -	\$ 993
Total Training*	\$ 993	\$ 200	\$ -	\$ 1,193

Supplies				
710300 Operating Supplies	\$ -	\$ 200	\$ -	\$ 200
710334 Copy Machine	\$ -	\$ 50	\$ -	\$ 50
710350 Office Supplies	\$ -	\$ 50	\$ -	\$ 50
710355 Books and Subscriptions	\$ -	\$ 300	\$ -	\$ 300
710361 Postage	\$ -	\$ 150	\$ -	\$ 150
710502 Printing	\$ -	\$ -	\$ -	\$ -
Total Supplies	\$ -	\$ 750	\$ -	\$ 750

Other				
710100 Other Professional Services	\$ -	\$ 50	\$ -	\$ 50
710503 License and Permits	\$ -	\$ -	\$ -	\$ -
710508 Telephone	\$ -	\$ 250	\$ -	\$ 250
710529 Dues	\$ -	\$ 346	\$ -	\$ 346
711100 ESD Asset Mgmt	\$ -	\$ 804	\$ -	\$ 804
711113 Equip Srv Replacement	\$ -	\$ 392	\$ -	\$ 392
711114 Equip Srv O & M	\$ -	\$ 598	\$ -	\$ 598
711117 ESD Fuel Charge	\$ -	\$ 1,183	\$ -	\$ 1,183
711119 Property and Liability	\$ -	\$ 818	\$ -	\$ 818
711504 Minor Furniture & Equipment	\$ -	\$ -	\$ -	\$ -
Total Other	\$ -	\$ 4,440	\$ -	\$ 4,440

Indirect				
431105 Indirect Cost (Rate of 14.5% applied personnel total)	\$ 11,272	\$ -	\$ -	\$ 11,272
Total Indirect	\$ 11,272	\$ -	\$ -	\$ 11,272

TOTAL GRANT EXPENSES	\$ 90,000	\$ 30,575	\$ 124,710	\$ 245,285
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*If the total amount allocated to training/education is not spent it can be used for salaries to assure that the entire amount is spent during the State fiscal year

ATTACHMENT B

Additional Agency Terms & Conditions

**ATTACHMENT B:
ADDITIONAL AGENCY TERMS & CONDITIONS
TO CONTRACT FOR SERVICES OF PUBLIC AGENCY
CONTRACT CONTROL # 14-005**

1. For contracts utilizing federal funds, the Nevada Division of Environmental Protection shall pay no more compensation than the federal Executive Service Level 4 (U.S. Code) daily rate (exclusive of fringe benefits) for individual consultants retained by the Public Agency or by the Public Agency's contractors or subcontractors. This limitation applies to consultation services of designated individuals with specialized skills who are paid at a daily or hourly rate. The current Level 4 rate is \$74.50 per hour.

2. **NDEP shall only reimburse the Public Agency for actual cash disbursed.** Original invoices (facsimiles are not acceptable) must be received by NDEP no later than forty (40) calendar days after the end of a month or quarter except at the end of the fiscal year of the State of Nevada (June 30th), at the expiration date of the grant, or the effective date of the revocation of the contract, at which times original invoices must be received by NDEP no later than thirty-five (35) calendar days after this date. Failure of the Public Agency to submit billings according to the prescribed timeframes authorizes NDEP, in its sole discretion, to collect or withhold a penalty of ten percent (10%) of the amount being requested for each week or portion of a week that the billing is late. The Public Agency shall provide with each invoice a detailed fiscal summary that includes the approved contract budget, expenditures for the current period, cumulative expenditures to date, and balance remaining for each budget category. If match is required pursuant to paragraph 3 below, a similar fiscal summary of match expenditures must accompany each invoice. The Public Agency shall obtain prior approval to transfer funds between budget categories if the funds to be transferred are greater than ten percent (10%) cumulative of the total Contract amount.

3. The Public Agency shall, as part of its approved scope of work and budget under this Contract, provide third party match funds of not less than: \$N/A. If match funds are required, the Public Agency shall comply with additional record-keeping requirements as specified in 40 CFR 31.24 and Attachment N/A (Third Party Match Record-Keeping Requirements) which is attached hereto and by this reference is incorporated herein and made part of this Contract.

4. Unless otherwise provided in Attachment A (Scope of Work), the Public Agency shall submit quarterly reports or other deliverables within ten (10) calendar days after the end of each quarter.

5. All payments under this Contract are contingent upon the receipt by NDEP of sufficient funds, necessary to carry out the purposes of this Contract, from either the Nevada Legislature or an agency of the United States. NDEP shall determine if it has received the specific funding necessary for this Contract. If funds are not received from either source for the specific purposes of this Contract, NDEP is under no obligation to supply funding for this Contract. The receipt of sufficient funds as determined by NDEP is a condition precedent to NDEP's obligation to make payments under this Contract. Nothing in this Contract shall be construed to provide the Public Agency with a right of payment over any other entity. If any payments that are otherwise due to the Public Agency under this Contract are deferred because of the unavailability of sufficient funds, such payments will promptly be made to the Public Agency if sufficient funds later become available.

6. Notwithstanding the terms of paragraph 5, at the sole discretion of NDEP, payments will not be made by NDEP unless all required reports or deliverables have been submitted to and approved by NDEP within the schedule stated in Attachment A.

7. Any funds obligated by NDEP under this Contract that are not expended by the Public Agency shall automatically revert back to NDEP upon the completion, termination or cancellation of this Contract. NDEP shall not have any obligation to re-award or to provide, in any manner, such unexpended funds to the Public Agency. The Public Agency shall have no claim of any sort to such unexpended funds.

8. For contracts utilizing federal funds, the Public Agency shall ensure, to the fullest extent possible, that at least the "fair share" percentages as stated below for prime contracts for construction, services, supplies or equipment are made available to organizations owned or controlled by socially and economically disadvantaged individuals (Minority Business Enterprise (MBE) or Small Business Enterprise (SBE)), women (Women Business Enterprise (WBE)) and historically black colleges and universities.

	MBE/SBE	WBE
Construction	12%	10%
Services	07%	25%
Supplies	13%	28%
Equipment	11%	23%

The Public Agency agrees and is required to utilize the following seven affirmative steps:

- a. Include in its bid documents applicable "fair share" percentages as stated above and require all of its prime contractors to include in their bid documents for subcontracts the "fair share" percentages;
- b. Include qualified Small Business Enterprises (SBEs) Minority Business Enterprises (MBEs), and Women Business Enterprises (WBEs) on solicitation lists;
- c. Assure that SBEs, MBEs, and WBEs are solicited whenever they are potential sources;
- d. Divide total requirements, when economically feasible, into small tasks or quantities to e. permit maximum participation of SBEs, MBEs, and WBEs;
- e. Establish delivery schedules, where the requirements of the work permit, which will encourage participation by SBEs, MBEs, and WBEs;
- f. Use the services and assistance of the Small Business Administration and the Minority Business Development Agency, U.S. Department of commerce as appropriate; and
- g. If a subcontractor awards contracts/procurements, require the subcontractor to take the affirmative steps in subparagraphs a. through e. of this condition.

9. The Public Agency shall complete and submit to NDEP a Minority Business Enterprise/Woman Business Enterprise (MBE/WBE) Utilization Report (Standard Form 334) within fifteen (15) calendar days after the end of each federal fiscal year (September 30th) for each year this Contract is in effect and within fifteen (15) calendar days after the termination date of this Contract.

10. The books, records, documents and accounting procedures and practices of the Public Agency or any subcontractor relevant to this Contract shall be subject to inspection, examination and audit by the State of Nevada, the Division of Environmental Protection, the Attorney General of Nevada, the Nevada State Legislative Auditor, the federal or other funding agency, the Comptroller General of the United States or any authorized representative of those entities.

11. All books, reports, studies, photographs, negatives, annual reports or other documents, data, materials or drawings prepared by or supplied to the Public Agency in the performance of its obligations under this Contract shall be the joint property of both parties. Such items must be retained by the Public Agency for a minimum of three years from the date of final payment by NDEP to the Public Agency, and all other pending matters are closed. If requested by NDEP at any time within the retention period, any such materials shall be remitted and delivered by the Public Agency, at the Public Agency's expense, to NDEP. NDEP does not warrant or assume any legal liability or responsibility for the accuracy, completeness, or usefulness of any information, report or product of any kind that the Public Agency may disclose or use for purposes other than the performance of the Public Agency's obligations under this Contract. For any work outside the obligations of this Contract, the Public Agency must include a disclaimer that the information, report or products are the views and opinions of the Public Agency and do not necessarily state or reflect those of NDEP nor bind NDEP.

12. Unless otherwise provided in Attachment A, when issuing statements, press releases, requests for proposals, bid solicitations and other documents describing projects or programs funded in whole or in part with funds provided under this Contract, the Public Agency shall clearly state that funding for the project or program was provided by the Nevada Division of Environmental Protection and, if applicable, the U.S. Environmental Protection Agency. The Public Agency will insure that NDEP is given credit in all official publications relative to this specific project and that the content of such publications will be coordinated with NDEP prior to being published.

13. Unless otherwise provided in Attachment A, all property purchased with funds provided pursuant to this Contract is the property of NDEP and shall, if NDEP elects within four (4) years after the completion, termination or cancellation of this Contract or after the conclusion of the use of the property for the purposes of this Contract during its term, be returned to NDEP at the Public Agency's expense.

Such property includes but is not limited to vehicles, computers, software, modems, calculators, radios, and analytical and safety equipment. The Public Agency shall use all purchased property in accordance with local, state and federal law, and shall use the property only for Contract purposes unless otherwise agreed to in writing by NDEP.

For any unauthorized use of such property by the Public Agency, NDEP may elect to terminate the Contract and to have the property immediately returned to NDEP by the Public Agency at the Public Agency's expense. To the extent authorized by law, the Public Agency shall indemnify and save and hold the State of Nevada and NDEP harmless from any and all claims, causes of action or liability arising from any use or custody of the property by the Public Agency or the Public Agency's agents or employees or any subcontractor or their agents or employees.

14. The Public Agency shall use recycled paper for all reports that are prepared as part of this Contract and delivered to NDEP. This requirement does not apply to standard forms.

15. The Public Agency, to the extent provided by Nevada law, shall indemnify and save and hold the State of Nevada, its agents and employees harmless from any and all claims, causes of action or liability arising from the performance of this Contract by the Public Agency or the Public Agency's agents or employees or any subcontractor or their agents or employees. NDEP, to the extent provided by Nevada law, shall indemnify and save and hold the Public Agency, its agents and employees harmless from any and all claims, causes of action or liability arising from the performance of this Contract by NDEP or NDEP's agents or employees.

16. The Public Agency and its subcontractors shall obtain any necessary permission needed, before entering private or public property, to conduct activities related to the work plan (Attachment A). The property owner will be informed of the program, the type of data to be gathered, and the reason for the requested access to the property.

17. This Contract shall be construed and interpreted according to the laws of the State of Nevada and conditions established in OMB Circular A-102. Nothing in this Contract shall be construed as a waiver of sovereign immunity by the State of Nevada. Any action brought to enforce this contract shall be brought in the First Judicial District Court of the State of Nevada. The Public Agency and any of its subcontractors shall comply with all applicable local, state and federal laws in carrying out the obligations of this Contract, including all federal and state accounting procedures and requirements established in OMB Circular A-87 and A-133. The Public Agency and any of its subcontractors shall also comply with the following:

- a. 40 CFR Part 7 - Nondiscrimination In Programs Receiving Federal Assistance From EPA
- b. 40 CFR Part 29 - Intergovernmental Review Of EPA Programs And Activities.
- c. 40 CFR Part 31 - Uniform Administrative Requirements For Grants And Cooperative Agreements To State and Local Governments;
- d. 40 CFR Part 32 - Governmentwide Debarment And Suspension (Nonprocurement) And Governmentwide Requirements For Drug-Free Workplace (Grants);
- e. 40 CFR Part 34 - Lobbying Activities;
- f. 40 CFR Part 35, Subpart O - Cooperative Agreements And Superfund State Contracts For Superfund Response Actions (Superfund Only); and
- g. The Hotel And Motel Fire Safety Act of 1990.

18. The Public Agency shall neither assign, transfer nor delegate any rights, obligations or duties under this Contract without the prior written consent of NDEP.



Washoe County Health District



Public Health
Prevent. Promote. Protect.

STAFF REPORT
BOARD MEETING DATE: 4/25/12

DATE: April 16, 2013

TO: District Board of Health

FROM: Patsy Buxton, Fiscal Compliance Officer, Washoe County Health District *PB*
775-328-2418, pbuxton@washoecounty.us

THROUGH: Eileen Stickney, Administrative Health Services Officer, Washoe County Health District, 775-328-2417, estickney@washoecounty.us *ES*

SUBJECT: Ratification of Intrastate Interlocal Contract Between State of Nevada, Department of Conservation and Natural Resources, Division of Environmental Protection and the Washoe County Health District in the total amount of \$872,000 (\$218,000 per year) for the period July 1, 2013 to June 30, 2017 in support of the Underground Storage Tank (UST) and Leaking Underground Storage Tank (LUST) Program; and if approved authorize the Chairman to execute.

SUMMARY

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

The Washoe County Health District received an Intrastate Interlocal Contract from the State of Nevada for the period July 1, 2013 through June 30, 2017 in the total amount of \$872,000 in support of the UST/LUST Program. A copy of the Intrastate Interlocal is attached.

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

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

This item supports the supports both the UST and LUST program missions:

- To prevent the accidental or incidental release of petroleum products stored in underground storage tanks into the environment via active inspection and monitoring of registered tanks.
- To mitigate and remediate the environmental impact of petroleum products, released from failed UST systems, that have contaminated the environment, particularly groundwater.

AGENDA ITEM # _____

PREVIOUS ACTION

The District Board of Health approved an Interlocal Contract for the period July 1, 2013 through June 30, 2017 in the amount of \$902,000 at their March 28, 2013 meeting. The Washoe County Health District was informed that the State of Nevada would like changes to the scope of work associated with the \$30,000 supplemental funding that was included in year one.

BACKGROUND

The State of Nevada, Department of Conservation and Natural Resources, Division of Environmental Protection has awarded the UST/LUST Program \$872,000 for the period July 1, 2013 through June 30, 2017. Funds will be used to support personnel, training and travel, and operating expenditures. This revised Interlocal Contract was received on April 16, 2013. The granting agency is requesting the Interlocal Contract be returned as quickly as possible in order to be placed on the Board of Examiners agenda.

FISCAL IMPACT

There will be no additional fiscal impact to the FY14 budget as the budget will be adjusted to reflect the award amount prior to final adoption. It is projected that there will be \$18,700 collected in indirect revenue.

RECOMMENDATION

Staff recommends that the Washoe County District Board of Health ratify the Intrastate Interlocal Contract Between State of Nevada, Department of Conservation and Natural Resources, Division of Environmental Protection and the Washoe County Health District in the total amount of \$872,000 (\$218,000 per year) for the period July 1, 2013 to June 30, 2017 in support of the Underground Storage Tank (UST) and Leaking Underground Storage Tank (LUST) Program; and if approved authorize the Chairman to execute.

POSSIBLE MOTION

Move to ratify the Intrastate Interlocal Contract Between State of Nevada, Department of Conservation and Natural Resources, Division of Environmental Protection and the Washoe County Health District in the total amount of \$872,000 (\$218,000 per year) for the period July 1, 2013 to June 30, 2017 in support of the Underground Storage Tank (UST) and Leaking Underground Storage Tank (LUST) Program; and if approved authorize the Chairman to execute.

INTRASTATE INTERLOCAL CONTRACT BETWEEN PUBLIC AGENCIES

**A Contract between the State of Nevada
Acting By and Through Its**

**Department of Conservation and Natural Resources
Division of Environmental Protection, Bureau of Corrective Actions
901 S. Stewart Street, Carson City, NV 89701-5249
Phone: (775) 687-9368 Fax: (775) 687-8335**

and

**Washoe County District Health District
hereinafter the "Public Agency"
PO Box 11130, Reno, NV 89512
775-328-2423 Contact: Jim English**

WHEREAS, NRS 277.180 authorizes any one or more public agencies to contract with any one or more other public agencies to perform any governmental service, activity or undertaking which any of the public agencies entering into the contract is authorized by law to perform; and

WHEREAS, it is deemed that the services of Washoe County District Health District hereinafter set forth are both necessary to Division of Environmental Protection and in the best interests of the State of Nevada;

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

1. **REQUIRED APPROVAL.** This Contract shall not become effective until and unless approved by appropriate official action of the governing body of each party.
2. **DEFINITIONS.** "State" means the State of Nevada and any state agency identified herein, its officers, employees and immune contractors as defined in NRS 41.0307.
3. **CONTRACT TERM.** This Contract shall be effective from July 1, 2013 upon approval to June 30, 2017, unless sooner terminated by either party as set forth in this Contract.
4. **TERMINATION.** This Contract may be terminated by either party prior to the date set forth in paragraph (3), provided that a termination shall not be effective until 30 days after a party has served written notice upon the other party. This Contract may be terminated by mutual consent of both parties or unilaterally by either party without cause. The parties expressly agree that this Contract shall be terminated immediately if for any reason State and/or federal funding ability to satisfy this Contract is withdrawn, limited, or impaired.
5. **NOTICE.** All notices or other communications required or permitted to be given under this Contract shall be in writing and shall be deemed to have been duly given if delivered personally in hand, by telephonic facsimile with simultaneous regular mail, or mailed certified mail, return receipt requested, postage prepaid on the date posted, and addressed to the other party at the address set forth above.
6. **INCORPORATED DOCUMENTS.** The parties agree that the services to be performed shall be specifically described; this Contract incorporates the following attachments in descending order of constructive precedence:

ATTACHMENT A: SCOPE OF WORK

ATTACHMENT B: ADDITIONAL AGENCY TERMS & CONDITIONS (consisting of 3 pages)

7. CONSIDERATION. Washoe County Health District agrees to provide the services set forth in paragraph (6) at a cost of \$ \$218,000 per year with the total Contract or installments payable: Quarterly, not exceeding \$872,000. Any intervening end to an annual or biennial appropriation period shall be deemed an automatic renewal (not changing the overall Contract term) or a termination as the results of legislative appropriation may require.

8. ASSENT. The parties agree that the terms and conditions listed on incorporated attachments of this Contract are also specifically a part of this Contract and are limited only by their respective order of precedence and any limitations expressly provided.

9. INSPECTION & AUDIT.

a. Books and Records. Each party agrees to keep and maintain under general accepted accounting principles full, true and complete records, agreements, books, and documents as are necessary to fully disclose to the other party, the State or United States Government, or their authorized representatives, upon audits or reviews, sufficient information to determine compliance with any applicable regulations and statutes.

b. Inspection & Audit. Each party agrees that the relevant books, records (written, electronic, computer related or otherwise), including but not limited to relevant accounting procedures and practices of the party, financial statements and supporting documentation, and documentation related to the work product shall be subject, at any reasonable time, to inspection, examination, review, audit, and copying at any office or location where such records may be found, with or without notice by the other party, the State Auditor, Employment Security, the Department of Administration, Budget Division, the Nevada State Attorney General's Office or its Fraud Control Units, the State Legislative Auditor, and with regard to any federal funding, the relevant federal agency, the Comptroller General, the General Accounting Office, the Office of the Inspector General, or any of their authorized representatives.

c. Period of Retention. All books, records, reports, and statements relevant to this Contract must be retained by each party for a minimum of three years and for five years if any federal funds are used in this Contract. The retention period runs from the date of termination of this Contract. Retention time shall be extended when an audit is scheduled or in progress for a period reasonably necessary to complete an audit and/or to complete any administrative and judicial litigation which may ensue.

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

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

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

13. INDEMNIFICATION. Neither party waives any right or defense to indemnification that may exist in law or equity.

14. INDEPENDENT PUBLIC AGENCIES. The parties are associated with each other only for the purposes and to the extent set forth in this Contract, and in respect to performance of services pursuant

to this Contract, each party is and shall be a public agency separate and distinct from the other party and, subject only to the terms of this Contract, shall have the sole right to supervise, manage, operate, control, and direct performance of the details incident to its duties under this Contract. Nothing contained in this Contract shall be deemed or construed to create a partnership or joint venture, to create relationships of an employer-employee or principal-agent, or to otherwise create any liability for one agency whatsoever with respect to the indebtedness, liabilities, and obligations of the other agency or any other party.

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

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

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

18. OWNERSHIP OF PROPRIETARY INFORMATION. Unless otherwise provided by law or this Contract, any reports, histories, studies, tests, manuals, instructions, photographs, negatives, blue prints, plans, maps, data, system designs, computer code (which is intended to be consideration under this Contract), or any other documents or drawings, prepared or in the course of preparation by either party in performance of its obligations under this Contract shall be the joint property of both parties.

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

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

21. PROPER AUTHORITY. The parties hereto represent and warrant that the person executing this Contract on behalf of each party has full power and authority to enter into this Contract and that the parties are authorized by law to perform the services set forth in paragraph (6).

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

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

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


PUBLIC AGENCY – Washoe County Health District:

By: Signature Title Date

DIVISION:

By: Colleen Cripps, Ph.D. Administrator-NDEP Title Date

BUREAU:



By: Sandi Gotta Contract Manager Title Date 4-16-13

DIVISION FISCAL APPROVAL:

By: Lisa Fleming Budget Analyst II Title Date

Approved as to form by:

Deputy Attorney General for Attorney General On _____ (Date)

APPROVED BY BOARD OF EXAMINERS

Signature - Board of Examiners On _____ (Date)

ATTACHMENT A

**UNDERGROUND STORAGE TANK
AND
LEAKING UNDERGROUND STORAGE TANK
PROGRAM OBJECTIVES & WORKPLAN**

State Fiscal Year 2014, 2015, 2016, 2017
JULY 1, 2013 - JUNE 30, 2017
Contract Control # DEP 14-003

I. PROGRAM IMPLEMENTATION

As part of the State Program, Washoe County Health District (WCHD) will continue activities relative to the time frames and definitions of the Underground Storage Tank (UST) Program requirements as delineated in the Federal Register 40 CFR Part 280, §§ 280.10 through 280.112; NRS 459.800 to 459.856; and NAC 459.9921 to 459.999, inclusive. WCHD will work within the Nevada Division of Environmental Protection (NDEP) guidance and oversight. Any variation from the regulations, guidance, or oversight will require written concurrence from NDEP. It is recognized that a guidance or directive from the U.S. EPA that may modify the reporting requirements or definitions reported herein shall be incorporated into this Work plan and made a part.

The objectives of the Nevada UST program are:

- a) Ensure consistent application and enforcement of State and Federal UST Regulations.
- b) Improve compliance with the regulations through increased in-field interaction and education of owners, operators and managers of UST facilities.
- c) Conduct consistent inspections at each facility through a prioritization system that ensures each facility is inspected at least every 36 months.
- d) Provide accurate and timely information to the NDEP to enable timely updates to the State UST Access database (UST FITS).
- e) Compile accurate and consistent compliance data as required by the US EPA.

II. UST NOTIFICATION:

1. Inform UST owner/operators for new, upgraded, or closed UST systems of the requirement to notify NDEP using EPA Form 7530-1. WCHD to ensure the 7530-1 forms are accurate and complete prior to forwarding originals to NDEP. Notification forms should be forwarded to the NDEP UST program within 30 days. A contact will be provided (and updated as needed) to allow for electronic delivery.

Report quarterly:

- (1) The number of new or amended 7530-1 forms processed and forwarded to NDEP.

2. Receive and respond in writing to an operator's notice of intent to permanently close or make a change-in-service to their underground storage tank system, as required by 40 CFR, § 280.71. Inform operators of all applicable requirements under 40 CFR, § 280 and NAC 459.970 through 459.9729 (certification) in the response letters.

Report quarterly:

- (1) The number of response letters mailed in acknowledgment of an operator's intent to close or make a change in the service.
- (2) The number of site inspections conducted for USTs being permanently closed.

III. UST COMPLIANCE/ENFORCEMENT:

1. Conduct on-site facility inspections that are consistent with the State of Nevada UST Inspection Protocol. NDEP will provide the UST Inspection Protocol and may engage in one or more joint inspections per calendar quarter to assist with achieving consistency of inspections. A reference to the Significant Operational Compliance (SOC) framework will be provided by the NDEP.

Report quarterly

- (1)(a) Number of initial facility inspections / inspection reports submitted to NDEP.
- (b) Release Prevention SOC: Number of facilities in Significant Operational Compliance (SOC) with the 1998 regulations at the time of the initial inspection conducted during the reporting period.
- (c) Release Detection SOC: Number of facilities in Significant Operational Compliance (SOC) with the leak detection regulations at the time of the initial inspection conducted during the reporting period.

Washoe County will conduct necessary activities to ensure UST owner/operator compliance with financial responsibility requirements. (NDEP will provide Washoe County with a list of UST owner/operators that have not enrolled in the State Petroleum Fund on an annual basis).

2. Provide for a 'Step Wise' progressive compliance/enforcement program consistent with NDEP's Compliance Assistance and Enforcement Guidance document.

Provide documentation to the owner/operator acknowledging correction of non-compliance deficiencies. Submit a copy of documentation (i.e., correspondence) to NDEP.

Report quarterly:

- (2)(a) The number of facilities sent informal enforcement letters regarding UST non-compliance issues.
 - (b) The number of facilities that have resolved all compliance issues during the reporting period (regardless of the period in which the issues were initiated).
3. Conduct re-inspections as necessary to ensure compliance at those facilities for which owner/operators were issued informal enforcement letters.

Report quarterly:

- (1) The number of on site UST facility re-inspections.

4. Refer any UST non-compliance cases, which have not been resolved by telephone calls, follow-up letters, or re-inspections to NDEP for formal enforcement action. Provide supporting documentation, sufficient for issuance of an enforcement order. All cases referred to NDEP will include the following:
 - a) A formal referral letter addressed to NDEP, referring the case. The letter should cite the specific UST regulation that is alleged to have been violated. The owner/operator is to be courtesy copied;
 - b) An accurately compiled written summary of all submittals, responses, and actions relating to the case; and
 - c) A copy of all correspondence and submittals related to the non-compliance issue.

Report quarterly:

- (1) The number of UST cases referred to NDEP for formal enforcement action.

5. Refer any suspected non-compliance with NAC 459.970 through 459.9729 (Certification) to NDEP, Bureau of Corrective Actions, Certification Branch.

IV. LEAKING UST's (LUST):

1. Track the number of UST system closures (i.e., permanently out of service UST systems) with reported sampling results below the State action level of 100 mg/kg Total Petroleum Hydrocarbons (TPH), including closures with no detected contamination.

Report quarterly:

- (1) The number of UST closures (i.e., permanently out of service UST systems) with sampling results below the State action level of 100 mg/kg TPH, including closures with no detected contamination.

2. Track the number of releases from UST systems undergoing closure with a Verified Release. NDEP will provide guidance for defining and determining a Verified Release

Report quarterly:

- (1) The number of UST closures (i.e., permanently out of service UST systems) with a Verified Release (per NDEP guidance). (Include State Facility ID number for identification of sites on tracking list).

3. Track the number of UST systems not undergoing closure that have a Verified Release (per NDEP guidance).

Report quarterly:

- (1) The number of UST systems not undergoing closure that have a Verified Release (per NDEP guidance). (Include State Facility ID number for identification of sites on tracking list).

4. Track the number of suspected releases from UST systems not undergoing closure. In accordance with NDEP practice:
- A Statistical Inventory Reconciliation (SIR) "failure" will be considered a suspected release.
 - An SIR "inconclusive" will not be considered a suspected UST release unless it is the second consecutive "inconclusive" result for the same UST system.

Report quarterly:

- (1) The number of suspected releases from UST systems not undergoing closure. (Include State Facility ID number for identification of sites on tracking list).

5. Provide notification to owner/operators of regulatory requirements to investigate or submit documentation (RELEASE-SPILL letters [r/spill letters]) for all detected and verified UST releases. Inform owner/operators of the applicable requirements under 40 CFR, § 280, NAC 445A.345 through 445A.348, NAC 445A.226 through 445A.22755, and NAC 459.970 through 459.9729 (Certification) in these letters. Copy NDEP on all 'r/spill' letters. Include State Facility ID number on all correspondence.

Report quarterly:

- (1) The number of RELEASE-SPILL (r/spill) letters mailed to owner /operators. (Include State Facility ID number on all correspondences).

6. Review submitted LUST site assessments for soil and groundwater contamination. Prioritize sites that exceed State action levels based upon potential risk to human and environmental receptors. Oversee abatement on sites with documented releases below State action levels and Reportable Quantities (RQs).

Report quarterly:

- (1) The number of site assessments received.
(2) The number of site assessments reviewed.

7. Review submitted Work Plans relating to characterization through remediation to closure of LUST cases with soil and/or groundwater contamination in excess of the State action levels and Reportable Quantities (RQs). Respond in writing to the responsible party concurring, modifying, or denying the work plans. Copy NDEP on all response letters.

Report quarterly:

- (1) The number of work plans received.
(2) The number of work plans reviewed.
(3) The number of work plans concurred.

8. Refer LUST cases to NDEP where deemed necessary. All cases referred to NDEP shall include the following:
- a) A formal referral letter addressed to NDEP referring the case. The responsible party is to be courtesy copied;
 - b) An accurately compiled written summary of all submittals, responses, and actions relating to the case;
 - c) A copy of all correspondence relating to the case.

Report quarterly:

- (1) The number of LUST cases formally referred to NDEP for remedial oversight.

9. Provide oversight of open LUST cases to ensure regulatory requirements are met. Provide "No Further Action" (NFA) required letter to responsible parties when remediation activities are complete and closure can be achieved using current regulatory criteria and NDEP provided guidance. Copy NDEP on all NFA letters. Include State Facility ID number on all correspondence. Track the total number of LUST cases for which NFA letters were issued.

Report quarterly:

- (1) The number of LUST cases closed with a No Further Action (NFA) letters issued. (Include State Facility ID number for identification of cases closed to allow removal from tracking list).

10. Track the number of LUST cases with soil contamination remaining above the State action levels, but issued 'NFA' letters in accordance with NAC 445A.227(2) (A-K).

Report quarterly:

- (1) The number of LUST cases with soil contamination remaining above State action level issued NFAs per NAC 445A.227(2). (Include State Facility ID number for identification of cases closed to allow removal from tracking list).

11. Provide written referral to NDEP, in accordance with NDEP provided guidance, to issue NFA letters on eligible LUST cases with groundwater contaminant levels above State action levels or Federal Maximum Contaminant Levels (MCLs) following NAC 445A.22725(2). Provide supporting information for each referral. NDEP will track the number of LUST cases with groundwater contamination above State action levels or Federal Maximum Contaminant Levels (MCLs) for which NDEP subsequently issues NFA letters. NDEP will copy the County on these closure letters.

Report quarterly:

- (1) The number of LUST groundwater cases referred to NDEP as eligible for closure, in accordance with NDEP guidance, with groundwater contamination remaining above State action levels or Federal MCLs citing NAC 445A.22725(2).

V. PROGRAM TRACKING:

**UST/LUST QUARTERLY TRACKING
QUARTER FY2014**

Reporting Period _____ through _____
* Quarterly report due within five (5) days following the end of each quarter.

OUTPUT	TASK	Qtr	Year (Fiscal Year)
UST:			
Number of new or amended 7530-1 forms processed and forwarded to NDEP.	II.1(1)		
Number of response letters mailed in acknowledgment of an operator's intent to close or make a change in service.	II.2(1)		
Number of site inspections conducted for USTs being permanently closed.	II.2(2)		
Number of initial facility compliance inspections completed/ inspection reports submitted to NDEP.	III.1(a)		
<u>Release Prevention SOC:</u> Number of facilities in Significant Operational Compliance (SOC) with the 1998 regulations (corrosion, spill, and overfill) at the time of the initial inspection conducted during the reporting period.	III.1(b)		
<u>Release Detection SOC:</u> Number of facilities in Significant Operational Compliance (SOC) with the leak detection regulations at the time of the initial inspection conducted during the reporting period.	III.1(c)		
Number of facilities sent informal enforcement letters regarding UST non-compliance issues.	III.2(a)		
Number of facilities that resolved all compliance issues in the quarter (regardless of the quarter in which the issue was initiated).	III.2(b)		
Number of UST facility re-inspections.	III.3		
Number of UST cases referred to NDEP for formal enforcement action.	III.4		

OUTPUT	TASK	Qtr	Year (Fiscal Year)
LUST:			
Number of UST system closures (i.e., permanently out of service UST systems) with sampling results below the State action level of 100 mg/kg TPH, including closures with no detected contamination. (Include State Facility ID number for identification of sites on tracking list).	IV.1		
Number of UST system closures (i.e., permanently out of service UST systems) with a Verified Release (per NDEP guidance). (Include State Facility ID number for identification of sites on tracking list).	IV.2		
Number of UST systems not undergoing closure that have a Verified Release (per NDEP guidance). (Include State Facility ID number for identification of sites on tracking list).	IV.3		
Number of suspected releases from UST systems not undergoing closure. (Include State Facility ID number for identification of sites on tracking list).	IV.4		
Number of RELEASE-SPILL (r/spill) letters mailed to owners/ operators. (Include State Facility ID number for identification of sites on tracking list).	IV.5		
Number of site assessments received.	IV.6(1)		
Number of site assessments reviewed.	IV.6(2)		
Number of work plans received.	IV.7(1)		
Number of work plans reviewed.	IV.7(2)		
Number of work plans concurred.	IV.7(3)		
Number of LUST cases formally referred to NDEP for remediation oversight. (Include State Facility ID number for identification of sites on tracking list).	IV.8		
Number of LUST cases closed with No Further Action (NFA) letter. (Include State Facility ID number for identification of cases closed to allow removal from tracking list).	IV.9		

OUTPUT	TASK	Qtr	Year (Fiscal Year)
LUST:			
Number of LUST cases with soil contamination remaining above state action level issued an NFA letter citing NAC 445A.227(2) (A-K). (Include State Facility ID number for identification of cases closed to allow removal from tracking list).	IV.10		
Number of groundwater cases referred to NDEP as eligible for closure, in accordance with NDEP guidance, with groundwater contamination remaining above State action levels or Federal MCLs citing NAC 445A.22725.	IV.11		

**ATTACHMENT B:
ADDITIONAL AGENCY TERMS & CONDITIONS
TO CONTRACT FOR SERVICES OF PUBLIC AGENCY
CONTRACT CONTROL # DEP 14-003**

1. For contracts utilizing federal funds, the Nevada Division of Environmental Protection shall pay no more compensation than the federal Executive Service Level 4 (U.S. Code) daily rate (exclusive of fringe benefits) for individual consultants retained by the Public Agency or by the Public Agency's contractors or subcontractors. This limitation applies to consultation services of designated individuals with specialized skills who are paid at a daily or hourly rate. The current Level 4 rate is \$74.50 per hour.

2. **NDEP shall only reimburse the Public Agency for actual cash disbursed.** Original invoices (facsimiles are not acceptable) must be received by NDEP no later than forty (40) calendar days after the end of a month or quarter except at the end of the fiscal year of the State of Nevada (June 30th), at the expiration date of the grant, or the effective date of the revocation of the contract, at which times original invoices must be received by NDEP no later than thirty-five (35) calendar days after this date. Failure of the Public Agency to submit billings according to the prescribed timeframes authorizes NDEP, in its sole discretion, to collect or withhold a penalty of ten percent (10%) of the amount being requested for each week or portion of a week that the billing is late. The Public Agency shall provide with each invoice a detailed fiscal summary that includes the approved contract budget, expenditures for the current period, cumulative expenditures to date, and balance remaining for each budget category. If match is required pursuant to paragraph 3 below, a similar fiscal summary of match expenditures must accompany each invoice. The Public Agency shall obtain prior approval to transfer funds between budget categories if the funds to be transferred are greater than ten percent (10%) cumulative of the total Contract amount.

3. The Public Agency shall, as part of its approved scope of work and budget under this Contract, provide third party match funds of not less than: \$ N/A. If match funds are required, the Public Agency shall comply with additional record-keeping requirements as specified in 40 CFR 31.24 and Attachment N/A (Third Party Match Record-Keeping Requirements) which is attached hereto and by this reference is incorporated herein and made part of this Contract.

4. Unless otherwise provided in Attachment A (Scope of Work), the Public Agency shall submit quarterly reports or other deliverables within ten (10) calendar days after the end of each quarter.

5. All payments under this Contract are contingent upon the receipt by NDEP of sufficient funds, necessary to carry out the purposes of this Contract, from either the Nevada Legislature or an agency of the United States. NDEP shall determine if it has received the specific funding necessary for this Contract. If funds are not received from either source for the specific purposes of this Contract, NDEP is under no obligation to supply funding for this Contract. The receipt of sufficient funds as determined by NDEP is a condition precedent to NDEP's obligation to make payments under this Contract. Nothing in this Contract shall be construed to provide the Public Agency with a right of payment over any other entity. If any payments that are otherwise due to the Public Agency under this Contract are deferred because of the unavailability of sufficient funds, such payments will promptly be made to the Public Agency if sufficient funds later become available.

6. Notwithstanding the terms of paragraph 5, at the sole discretion of NDEP, payments will not be made by NDEP unless all required reports or deliverables have been submitted to and approved by NDEP within the schedule stated in Attachment A.

7. Any funds obligated by NDEP under this Contract that are not expended by the Public Agency shall automatically revert back to NDEP upon the completion, termination or cancellation of this Contract. NDEP shall not have any obligation to re-award or to provide, in any manner, such unexpended funds to the Public Agency. The Public Agency shall have no claim of any sort to such unexpended funds.

8. For contracts utilizing federal funds, the Public Agency shall ensure, to the fullest extent possible, that at least the "fair share" percentages as stated below for prime contracts for construction, services, supplies or equipment are made available to organizations owned or controlled by socially and economically disadvantaged individuals (Minority Business Enterprise (MBE) or Small Business Enterprise (SBE)), women (Women Business Enterprise (WBE)) and historically black colleges and universities.

	MBE/SBE	WBE
Construction	12%	10%
Services	07%	25%
Supplies	13%	28%
Equipment	11%	23%

The Public Agency agrees and is required to utilize the following seven affirmative steps:

- a. Include in its bid documents applicable "fair share" percentages as stated above and require all of its prime contractors to include in their bid documents for subcontracts the "fair share" percentages;
- b. Include qualified Small Business Enterprises (SBEs) Minority Business Enterprises (MBEs), and Women Business Enterprises (WBEs) on solicitation lists;
- c. Assure that SBEs, MBEs, and WBEs are solicited whenever they are potential sources;
- d. Divide total requirements, when economically feasible, into small tasks or quantities to e. permit maximum participation of SBEs, MBEs, and WBEs;
- e. Establish delivery schedules, where the requirements of the work permit, which will encourage participation by SBEs, MBEs, and WBEs;
- f. Use the services and assistance of the Small Business Administration and the Minority Business Development Agency, U.S. Department of commerce as appropriate; and
- g. If a subcontractor awards contracts/procurements, require the subcontractor to take the affirmative steps in subparagraphs a. through e. of this condition.

9. The Public Agency shall complete and submit to NDEP a Minority Business Enterprise/Woman Business Enterprise (MBE/WBE) Utilization Report (Standard Form 334) within fifteen (15) calendar days after the end of each federal fiscal year (September 30th) for each year this Contract is in effect and within fifteen (15) calendar days after the termination date of this Contract.

10. The books, records, documents and accounting procedures and practices of the Public Agency or any subcontractor relevant to this Contract shall be subject to inspection, examination and audit by the State of Nevada, the Division of Environmental Protection, the Attorney General of Nevada, the Nevada State Legislative Auditor, the federal or other funding agency, the Comptroller General of the United States or any authorized representative of those entities.

11. All books, reports, studies, photographs, negatives, annual reports or other documents, data, materials or drawings prepared by or supplied to the Public Agency in the performance of its obligations under this Contract shall be the joint property of both parties. Such items must be retained by the Public Agency for a minimum of three years from the date of final payment by NDEP to the Public Agency, and all other pending matters are closed. If requested by NDEP at any time within the retention period, any such materials shall be remitted and delivered by the Public Agency, at the Public Agency's expense, to NDEP. NDEP does not warrant or assume any legal liability or responsibility for the accuracy, completeness, or usefulness of any information, report or product of any kind that the Public Agency may disclose or use for purposes other than the performance of the Public Agency's obligations under this Contract. For any work outside the obligations of this Contract, the Public Agency must include a disclaimer that the information, report or products are the views and opinions of the Public Agency and do not necessarily state or reflect those of NDEP nor bind NDEP.

12. Unless otherwise provided in Attachment A, when issuing statements, press releases, requests for proposals, bid solicitations and other documents describing projects or programs funded in whole or in part with funds provided under this Contract, the Public Agency shall clearly state that funding for the project or program was provided by the Nevada Division of Environmental Protection and, if applicable, the U.S. Environmental Protection Agency. The Public Agency will insure that NDEP is given credit in all official publications relative to this specific project and that the content of such publications will be coordinated with NDEP prior to being published.

13. Unless otherwise provided in Attachment A, all property purchased with funds provided pursuant to this Contract is the property of NDEP and shall, if NDEP elects within four (4) years after the completion, termination or cancellation of this Contract or after the conclusion of the use of the property for the purposes of this Contract during its term, be returned to NDEP at the Public Agency's expense.

Such property includes but is not limited to vehicles, computers, software, modems, calculators, radios, and analytical and safety equipment. The Public Agency shall use all purchased property in accordance with local, state and federal law, and shall use the property only for Contract purposes unless otherwise agreed to in writing by NDEP.

For any unauthorized use of such property by the Public Agency, NDEP may elect to terminate the Contract and to have the property immediately returned to NDEP by the Public Agency at the Public Agency's expense. To the extent authorized by law, the Public Agency shall indemnify and save and hold the State of Nevada and NDEP harmless from any and all claims, causes of action or liability arising from any use or custody of the property by the Public Agency or the Public Agency's agents or employees or any subcontractor or their agents or employees.

14. The Public Agency shall use recycled paper for all reports that are prepared as part of this Contract and delivered to NDEP. This requirement does not apply to standard forms.

15. The Public Agency, to the extent provided by Nevada law, shall indemnify and save and hold the State of Nevada, its agents and employees harmless from any and all claims, causes of action or liability arising from the performance of this Contract by the Public Agency or the Public Agency's agents or employees or any subcontractor or their agents or employees. NDEP, to the extent provided by Nevada law, shall indemnify and save and hold the Public Agency, its agents and employees harmless from any and all claims, causes of action or liability arising from the performance of this Contract by NDEP or NDEP's agents or employees.

16. The Public Agency and its subcontractors shall obtain any necessary permission needed, before entering private or public property, to conduct activities related to the work plan (Attachment A). The property owner will be informed of the program, the type of data to be gathered, and the reason for the requested access to the property.

17. This Contract shall be construed and interpreted according to the laws of the State of Nevada and conditions established in OMB Circular A-102. Nothing in this Contract shall be construed as a waiver of sovereign immunity by the State of Nevada. Any action brought to enforce this contract shall be brought in the First Judicial District Court of the State of Nevada. The Public Agency and any of its subcontractors shall comply with all applicable local, state and federal laws in carrying out the obligations of this Contract, including all federal and state accounting procedures and requirements established in OMB Circular A-87 and A-133. The Public Agency and any of its subcontractors shall also comply with the following:

- a. 40 CFR Part 7 - Nondiscrimination In Programs Receiving Federal Assistance From EPA
- b. 40 CFR Part 29 - Intergovernmental Review Of EPA Programs And Activities.
- c. 40 CFR Part 31 - Uniform Administrative Requirements For Grants And Cooperative Agreements To State and Local Governments;
- d. 40 CFR Part 32 - Governmentwide Debarment And Suspension (Nonprocurement) And Governmentwide Requirements For Drug-Free Workplace (Grants);
- e. 40 CFR Part 34 - Lobbying Activities;
- f. 40 CFR Part 35, Subpart O - Cooperative Agreements And Superfund State Contracts For Superfund Response Actions (Superfund Only); and
- g. The Hotel And Motel Fire Safety Act of 1990.

18. The Public Agency shall neither assign, transfer nor delegate any rights, obligations or duties under this Contract without the prior written consent of NDEP.



Washoe County Health District



Public Health
Prevent. Promote. Protect.

STAFF REPORT BOARD MEETING DATE: April 25, 2013

DATE: April 16, 2013

TO: District Board of Health

FROM: Lori Cooke, Fiscal Compliance Officer, Washoe County Health District
775-325-8068, lcooke@washoecounty.us *LC*

THROUGH: Eileen Stickney, Administrative Health Services Officer *ES*

SUBJECT: Approval of Notice of Subgrant Award from the Nevada State Health Division to provide funding in the total amount of \$113,000 for the period 03/29/13 through 03/28/14 (continuing grant) for the Tobacco Prevention and Control Program Grant, IO 10010.

SUMMARY

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

The Health District has received a Notice of Subgrant Award from the Nevada State Health Division (NSHD) for the period March 29, 2013 through March 28, 2014 in the amount of \$113,000 in support of the Tobacco Prevention and Control Program. A copy of the Subgrant Award is attached.

District Board of Health strategic priority: Promote financial accountability and stability

BCC Strategic Objective supported by this item: Sustainability, including financial sustainability, sustaining our services and infrastructure, and sustainability of our natural resources.

Approval of this Subgrant Award Also supports the Health District Tobacco Prevention and Education Program's mission to empower our community to be tobacco free through education, collaboration, policy, and evaluation.

AGENDA ITEM # _____

PREVIOUS ACTION

The Washoe County District Board of Health approved the FY12/FY13 Notice of Subgrant Award in support of the Tobacco Prevention and Control Program on June 28, 2012.

BACKGROUND

The Health District has received from the Nevada State Health Division a Subgrant Award for the period March 29, 2013 to March 28, 2014 in support of the Tobacco Education and Prevention Program in the total amount of \$113,000. The award was received from the NSHD on April 16, 2013.

This Subgrant provides funding for personnel, including intermittent-hourly, travel and training, operating supplies, professional services, educational supplies, advertising, non-capital equipment, and other expenses, including funding specifically for community outreach, planning meetings and program participation via the use of incentives/enablers (including but not limited to, gift cards/gift certificates, transportation and food vouchers, educational outreach items, nutritious food and beverage, behavioral reinforcers, etc.).

FISCAL IMPACT

The adopted budget for this subgrant award is \$113,000; no budget amendments are necessary.

RECOMMENDATION

Staff recommends that the District Board of Health Approve the Notice of Subgrant Award from the Nevada State Health Division to provide funding in the total amount of \$113,000 for the period 03/29/13 through 03/28/14 (continuing grant) for the Tobacco Prevention and Control Program Grant, IO 10010.

POSSIBLE MOTION

Move to Approve the Notice of Subgrant Award from the Nevada State Health Division to provide funding in the total amount of \$113,000 for the period 03/29/13 through 03/28/14 (continuing grant) for the Tobacco Prevention and Control Program Grant, IO 10010.

HEALTH DIVISION

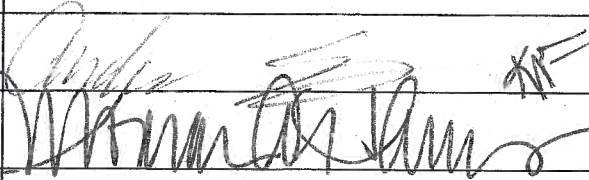
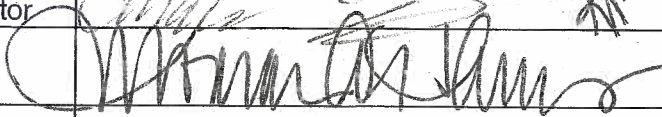

(hereinafter referred to as the DIVISION)

Budget Account #: 3220

Category #: 10

GL #: 8516

NOTICE OF SUBGRANT AWARD

Program Name: Tobacco Prevention and Control Program Bureau of Child Family and Community Wellness Nevada State Health Division		Subgrantee Name: Washoe County Health District (WCHD) Matt Smith, Chairman	
Address: 4150 Technology Way, Suite 210 Carson City, NV 89706		Address: P.O. Box 11130 Reno, NV 89520	
Subgrant Period: Upon approval (not prior to March 29, 2013) through March 28, 2014		Subgrantee's EIN#: 88-6000138 Vendor#: T40283400Q Dun & Bradstreet#: 73-786-998	
Reason for Award: To provide tobacco prevention and education activities and services in Northern Nevada			
County(ies) to be served: () Statewide (X) Specific county or counties: Washoe			
Approved Budget Categories:			
1. Personnel	\$ 99,293	Subgrantee may make categorical funding adjustments up to ten percent (10%) of the total subgrant amount without amending the agreement, so long as the adjustment is reasonable to support the activities described within the Scope of Work and the adjustment does not alter the Scope of Work. Budget expenditures must be made by March 28, 2014 for guaranteed reimbursement.	
2. Travel	\$ 2,600		
3. Operating	\$ 1,725		
4. Equipment	\$ 0		
5. Contractual/Consultant	\$ 0		
6. Training	\$ 0		
7. Other	\$ 9,382		
Total Cost	\$ 113,000		
Disbursement of funds will be as follows: Payment will be made upon receipt and acceptance of an invoice and supporting documentation specifically requesting reimbursement for actual expenditures <i>specific to this subgrant</i> . Total reimbursement will not exceed \$113,000.00 during the subgrant period.			
Source of Funds:		% of Funds:	CFDA#:
1. Centers for Disease Control and Prevention (CDC)		100%	93.283
			Federal Grant #: 5U58DP002003-05
Terms and Conditions In accepting these grant funds, it is understood that: 1. Expenditures must comply with appropriate state and/or federal regulations. 2. This award is subject to the availability of appropriate funds. 3. Recipient of these funds agrees to stipulations listed in Sections A, B, and C of this subgrant award.			
Matt Smith Chairman, WCHD	Signature		Date
Andrea Esp, MPH, CPH, CHES Tobacco Program Coordinator			3/21/13
Deborah A. Harris, MA Bureau Chief			4/10/13
Richard Whitley, MS Administrator, Health Division			4.15.13

HEALTH DIVISION
NOTICE OF SUBGRANT AWARD
SECTION A
Assurances

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

1. Subgrantee agrees grant funds may not be used for other than the awarded purpose. In the event Subgrantee expenditures do not comply with this condition, that portion not in compliance must be refunded to the Health Division.
 2. Subgrantee agrees to submit reimbursement requests for only expenditures approved in the spending plan. Any additional expenditures beyond what is allowable based on approved categorical budget amounts, without prior written approval by the Health Division, may result in denial of reimbursement.
 3. Approval of subgrant budget by the Health Division constitutes prior approval for the expenditure of funds for specified purposes included in this budget. Unless otherwise stated in the Scope of Work the transfer of funds between budgeted categories without written prior approval from the Health Division is not allowed under the terms of this subgrant. Requests to revise approved budgeted amounts must be made in writing and provide sufficient narrative detail to determine justification.
 4. Recipients of subgrants are required to maintain subgrant accounting records, identifiable by subgrant number. Such records shall be maintained in accordance with the following:
 - a. Records may be destroyed not less than three years (unless otherwise stipulated) after the final report has been submitted if written approval has been requested and received from the Administrative Services Officer of the Health Division. Records may be destroyed by the Subgrantee five (5) calendar years after the final financial and narrative reports have been submitted to the Health Division.
 - b. In all cases an overriding requirement exists to retain records until resolution of any audit questions relating to individual subgrants.
- Subgrant accounting records are considered to be all records relating to the expenditure and reimbursement of funds awarded under this Subgrant Award. Records required for retention include all accounting records and related original and supporting documents that substantiate costs charged to the subgrant activity.
5. Subgrantee agrees to disclose any existing or potential conflicts of interest relative to the performance of services resulting from this subgrant award. The Health Division reserves the right to disqualify any grantee on the grounds of actual or apparent conflict of interest. Any attempt to intentionally or unintentionally conceal or obfuscate a conflict of interest will automatically result in the disqualification of funding.
 6. Subgrantee agrees to comply with the requirements of the Civil Rights Act of 1964, as amended, and the Rehabilitation Act of 1973, P.L. 93-112, as amended, and any relevant program-specific regulations, and shall not discriminate against any employee or offer or for employment because of race, national origin, creed, color, sex, religion, age, disability or handicap condition (including AIDS and AIDS-related conditions).
 7. Subgrantee agrees to comply with the Americans with Disabilities Act of 1990 (P.L. 101-136), 42 U.S.C. 12101, as amended, and regulations adopted thereunder contained in 28 CFR 26.101-36.999 inclusive, and any relevant program-specific regulations.
 8. Subgrantee agrees to comply with the requirements of the Health Insurance Portability and Accountability Act of 1996, 45 C.F.R. 160, 162 and 164, as amended. If the subgrant award includes functions or

activities that involve the use or disclosure of Protected Health Information, the Subgrantee agrees to enter into a Business Associate Agreement with the Health Division, as required by 45 C.F.R 164.504 (e).

9. Subgrantee certifies, by signing this subgrant, that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency. This certification is made pursuant to regulations implementing Executive Order 12549, Debarment and Suspension, 28 C.F.R. pt. 67 § 67.510, as published as pt. VII of May 26, 1988, Federal Register (pp.19150-19211). This provision shall be required of every Subgrantee receiving any payment in whole or in part from federal funds.
10. Subgrantee agrees, whether expressly prohibited by federal, state, or local law, or otherwise, that no funding associated with this subgrant will be used for any purpose associated with or related to lobbying or influencing or attempting to lobby or influence for any purpose the following:
 - a. any federal, state, county or local agency, legislature, commission, council, or board;
 - b. any federal, state, county or local legislator, commission member, council member, board member, or other elected official; or
 - c. any officer or employee of any federal, state, county or local agency, legislature, commission, council, or board.
11. Health Division subgrants are subject to inspection and audit by representatives of the Health Division, Nevada Department of Health and Human Services, the State Department of Administration, the Audit Division of the Legislative Counsel Bureau or other appropriate state or federal agencies to
 - a. verify financial transactions and determine whether funds were used in accordance with applicable laws, regulations and procedures;
 - b. ascertain whether policies, plans and procedures are being followed;
 - c. provide management with objective and systematic appraisals of financial and administrative controls, including information as to whether operations are carried out effectively, efficiently and economically; and
 - d. determine reliability of financial aspects of the conduct of the project.
12. Any audit of Subgrantee's expenditures will be performed in accordance with Generally Accepted Government Auditing Standards to determine there is proper accounting for and use of subgrant funds. It is the policy of the Health Division (as well as a federal requirement as specified in the Office of Management and Budget (OMB) Circular A-133 [Revised June 27th, 2003]) that each grantee annually expending \$500,000 or more in federal funds have an annual audit prepared by an independent auditor in accordance with the terms and requirements of the appropriate circular. **A COPY OF THE FINAL AUDIT REPORT MUST BE SENT TO THE NEVADA STATE HEALTH DIVISION, ATTN: ADMINISTRATIVE SERVICES OFFICER IV, 4150 TECHNOLOGY WAY, SUITE 300, CARSON CITY, NEVADA 89706-2009, within nine (9) months of the close of the Subgrantee's fiscal year. To ensure this requirement is met Section D of this subgrant must be filled out and signed.**

**HEALTH DIVISION
NOTICE OF SUBGRANT AWARD**

SECTION B

Description of services, scope of work, deliverables and reimbursement

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

SCOPE OF WORK

Goal: Prevent the initiation of tobacco use				
Objective	Activity	Target Population	Timeline	Evaluation Tool
Maintain the percent of cigarette use among youth from 17% to 17% by March 2013.	<ul style="list-style-type: none"> - Research and identify a sample policy that addresses e-cigarettes on school grounds - Use existing relationship with WCSD Police Department to educate WCSD leadership on the importance of including e-cigarettes in their tobacco free campus policy - Present to community leaders on the importance of e-cigarette policy 	Youth	March 2014	<ul style="list-style-type: none"> Presentation date and attendees -description of polity pursuing/will pursue -if possible mention titles of officials attending meetings
Goal: Eliminate exposure to second-hand smoke				
Objective	Activity	Target Population	Timeline	Evaluation Tool
Increase the number of communities in Washoe County with 100% smoke free community efforts from 0-1.	<ul style="list-style-type: none"> - Promote the importance of smoke free environments for all employees - Present to the Board of Health on the importance of local smoke free initiatives and laws - Meet with community groups and community leaders to garner support for a 100% smoke free community 	Adults	<ul style="list-style-type: none"> June 2013 Sept 2013 October 2013 	<ul style="list-style-type: none"> Meetings dates Presentations and attendees -as above make special note of official attendance -Number of activities/event s messaging, articles published, websites hits/updates, articles
Increase the number of organizations offering 100% smoke free meeting and event space in Washoe County by 5.	<ul style="list-style-type: none"> - Promote existing smoke free meeting and event spaces - Maintain and update program website - Provide educational articles to area publications 	Adults	March 2013- June 2013	<ul style="list-style-type: none"> Promotional materials -Number of written articles -how often

	- Promote businesses adopt a smoke free meeting policy			websites updated -list promotional material used/ developed: -Number of articles/ publications and how frequent -Number posters or other materials
Increase the number of educational activities and events from 3 to 6 in an effort to change environments and policies pertaining to the Nevada Clean Indoor Air Act (NCIAA)	- Participate in NTPC including executive board, Policy Committee and General Meetings - Facilitate Northern Nevada Action Committee - Promote a tobacco free UNR - Educate decision makers and influential leaders on the importance of tobacco free policies.	Statewide Health Promotion	March 2014	Meeting dates -attendance Policies developed, adopted Presentations given -briefly describe action committee provide meeting dates/agenda -list UNR-related activities (meetings/presentations, leaders contacted -provide a list of "decision Makers" contacted
Goal: Promote quitting among adults and youth				
Objective	Activity	Target Population	Timeline	Evaluation Tool
Maintain the number of cessation classes in Washoe County by September 2013	Promote all cessation opportunities in Northern Nevada	Adults	Sept 2013	Cessation resources confirmed and posted -please provide classes offered. -when website up-

Objective	Activity	Target Population	Timeline	Evaluation Tool
dated -professionals reached				
Goal: Identify and eliminate tobacco-related disparities				
Maintain the smoking rate among the low social economic status (SES) community in Washoe County.	- Provide cessation information at Project Homeless Connect -Provide cessation information to providers that work with the low SES community.	Adults	Jan 2014 March 14	Resources provided and list of providers Date and numbers reached at PHC -provide names of facilities/ organizations; describe promotional materials provided, provide hard - copy of materials if applicable.

DELIVERABLES

Participate in the following Technical Assistance calls throughout the project period. Participation in a minimum of two calls is required.

TECHNICAL ASSISTANCE CALL

- July 12, 2013 – 10:00am
- October 22, 2013 – 10:00am
- January 31, 2014 – 10:00am

Teleconference Number: (877) 848-7030 Access Code: 2541093

Please submit all of the following evaluation and data items in a report to the NSHD for your Quarterly and Annual Reports. See attached report template.

REPORT SCHEDULE

- Quarter 1 (March – June) – Due by July 12, 2013 – CDPHP Report Template/Table Format
- Quarter 2 (July - Sept) – Due by Oct 22, 2013 – CDPHP Report Template/Table Format

- Quarter 3 (Oct - Dec) – Due by Jan 31, 2014 – CDPHP Report Template/Table Format
 - Quarter 4 (Jan – March) – Due by April 7, 2014 – CDPHP Report Template/Table Format
 - 2014 ANNUAL Report (March 2013 – March 2014) – Due by April 21, 2014 – CDPHP Report Template
-
- Identify the source of funding on all printed documents purchased or produced within the scope of this subgrant, using a statement similar to: “This publication (journal, article, etc.) was supported by the Nevada State Health Division through Grant Number 5U58DP002003-05 from the Centers for Disease Control and Prevention.” Its contents are solely the responsibility of the authors and do not necessarily represent the official views of the Nevada State Health Division nor the Centers for Disease Control and Prevention.”
 - Any activities performed under this subgrant shall acknowledge the funding was provided through the State Health Division by Grant Number 5U58DP002003-05 from the Centers for Disease Control and Prevention.

REPORT TEMPLATE

Nevada State Health Division (NSHD)
Chronic Disease Prevention and Health Promotion (CDPHP) Section
Subgrantee Quarterly Report Template

- 1) Summary of work over project period (period date)
 - Target Audiences
 - Partners
 - Activities
 - Setting

- 2) Refer to goals & objectives

- 3) Evaluation design
 - Collection and Analysis tools and/or methodologies for demonstrating outcomes
 - Provide information on the outcome/deliverable(s)

- 4) Reach and impact
 - i.e. numbers of people reached, organizations or systems covered by policies and what that represents of the whole

- 5) Key Successes and Wins

Barriers:

- 6) If you did not work on an objective, state what the barriers or challenges were to this; if it was changed with approval explain why
 - Unanticipated benefits/challenges

- 7) Request Technical Assistance: Yes or No
 - Explain request

REPORTS AND INVOICES

Quarterly invoices will not be approved for payment until quarterly reports are received by the Tobacco Program Manager.

NSHD reserves the right to conduct a site visit in regards to the subgrant and deliverables. If deliverables are not met for this subgrant period, NSHD is not obligated to issue continuation funding.

Subgrantee agrees to adhere to the following budget:

1. Personnel	\$ 99,293	1 FTE Program Coordinator @ 100% 3/29/2013-6/30/13 = \$25,132 (includes fringe) 1 FTE Program Coordinator @ 80% 7/1/13 – 3/28/14 = \$57,584 1 FTE Health Educator II @ 20% 7/1/13 – 3/28/14 = \$14,495 (includes fringe) 1 Public Service Intern @ \$13.50/hour 4 hour/week for 38 weeks = \$2,082 (includes fringe)
2. Travel	\$ 2,600	Mileage, per diem, registration/training (2013 National Conference on Tobacco and Health)
3. Operating	\$ 1,725	Operating supplies, copy machine, office supplies, postage, express courier, printing, network & data lines, telephone, equipment, special awards/other expense
4. Contractual/ Consultant	\$ 0	
5. Supplies	\$ 0	
6. Other	\$ 9,382	Graphic design, K-8 Wellness committee, research assistance, education supplies, signage, direct advertising placement
Total Cost	\$ 113,000	
<i>In-Kind Match</i>	\$ 39,550	<i>(35% of Grant Award)</i>

- This subgrantee is asked to provide an in-kind match of up to 35% of the total grant award (reflected above). The in-kind match will be reported on quarterly basis with the deliverables, and can include any type of work, service, time, personnel, supplies, etc., that relate to the scope of work in this subgrant that is paid by a non-federal source, this can include Healthy Nevada Funding. Basically any contribution toward the scope of work that was not funded by a federal source and utilized for an in-kind match for other funding.
- Subgrantee may make categorical funding adjustments up to ten percent (10%) of the total subgrant amount without amending the agreement, so long as the adjustment is reasonable to support the activities described within the Scope of Work and the adjustment does not alter the Scope of Work.
- Subgrantee is required to provide an in-kind match equal to or greater than 35% of their total project cost.

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

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

Reimbursement may be requested quarterly for expenses incurred in the implementation of the Scope of Work, within 30 days of the end of the quarterly reporting cycle and no later than 30 days of the end of the subgrant period which is March 28, 2014.

- **The Maximum amount available under this subgrant is \$113,000.00.**
- Requests for Reimbursement will be accompanied by supporting documentation, including a line item description of expenses incurred;
- Additional expenditure detail will be provided on a quarterly basis to the State of Nevada Health Division, Bureau of Child, Family and Community Wellness, Tobacco Program Coordinator.

Additionally, the Subgrantee agrees to provide:

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

The Nevada State Health Division agrees:

- To providing technical assistance, upon request from the Subgrantee;
- The Health Division reserves the right to hold reimbursement under this subgrant until any delinquent forms, reports, and expenditure documentation are submitted to and accepted by the Health Division.
- *"The program Contract Monitor or Program Coordinator shall, when federal funding requires a specific match, maintenance of effort (MOE), "in-kind", or earmarking (set-aside) of funds for a specific purpose, have the means necessary to identify that the match, MOE, "in-kind", or earmarking (set-aside) has been accomplished at the end of the grant year. If a specific vendor or sub-grantee has been identified in the grant application to achieve part or all of the match, MOE, "in-kind", or earmarking (set-aside), then this shall also be identified in the scope of work as a requirement and a deliverable, including a report of accomplishment at the end of each quarter to document that the match, MOE, "in-kind", or earmarking (set-aside) was achieved. These reports shall be held on file in the program for audit purposes, and shall be furnished as documentation for match, MOE, "in-kind", or earmarking (set-aside) reporting on the Financial Status Report (FSR) 90 days after the end of the grant period."*
- The Health Division reserves the right to hold reimbursement under this subgrant until any delinquent forms, reports, and expenditure documentation are submitted to and accepted by the Health Division.

Both parties agree:

An annual site visit will be performed by the State of Nevada Health Division, Bureau of Child, Family and Community Wellness, Tobacco Program Coordinator.

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

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

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

**HEALTH DIVISION
NOTICE OF SUBGRANT AWARD
SECTION C
Financial Reporting Requirements**

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

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

An explanation of the form is provided below.

A. Approved Budget: List the approved budget amounts in this column by category.

B. Total Prior Requests: List the **total** expenditures for all previous reimbursement periods in this column, for each category, by entering the numbers found on Lines 1-8, Column D on the **previous** Request for Reimbursement/Advance Form. If this is the first request for the subgrant period, the amount in this column equals zero.

C. Current Request: List the **current** expenditures requested at this time for reimbursement in this column, for each category.

D. Year to Date Total: Add Column B and Column C for each category.

E. Budget Balance: Subtract Column D from Column A for each category.

F. Percent Expended: Divide Column D by Column A for each category and total. Monitor this column; it will help to determine if/when an amendment is necessary. Amendments **MUST** be completed (including all approving signatures) 30 days **prior** to the end of the subgrant period.

**** An Expenditure Report/Backup that summarizes, by expenditure GL, the amounts being claimed in column 'C' is required.***

Nevada Department of Health and Human Services

Health Division # 13143
 Bureau Program # 3220
 GL # 8516
 Draw #: _____

HEALTH DIVISION

REQUEST FOR REIMBURSEMENT / ADVANCE

Program Name: Tobacco Education and Prevention Program Bureau of Child Family and Community Wellness Nevada State Health Division	Subgrantee Name: Washoe County Health District (WCHD)
Address: 4150 Technology Way, Suite 210 Carson City, NV 89706	Address: PO Box 11130 Reno, NV 89520
Subgrant Period: Upon approval (not prior to March 29, 2013) through March 28, 2014	Subgrantee EIN#: 88-6000138 Subgrantee Vendor#: T40283400Q Dun & Bradstreet#: 73-786-998

FINANCIAL REPORT AND REQUEST FOR FUNDS

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

Month(s): _____ **Calendar Year:** _____

Approved Budget Category		A	B	C	D	E	F
		Approved Budget	Total Prior Requests	Current Request	Year To Date Total	Budget Balance	Percent Expended
1	Personnel	\$ 99,293	\$ 0	\$ 0	\$ 0	\$ 99,293	0%
2	Travel	\$ 2,600	\$ 0	\$ 0	\$ 0	\$ 2,600	0%
3	Operating	\$ 1,725	\$ 0	\$ 0	\$ 0	\$ 1,725	0%
4	Equipment	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0	0%
5	Contract/Consultant	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0	0%
6	Supplies	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0	0%
7	Other	\$ 9,382	\$ 0	\$ 0	\$ 0	\$ 9,382	0%
8	Total	\$ 113,000	\$ 0	\$ 0	\$ 0	\$ 113,000	0%

This report is true and correct to the best of my knowledge.

Authorized Signature _____ Title _____ Date _____
 Reminder: Request for Reimbursement cannot be processed without an expenditure report/back-up.
 Reimbursement is only allowed for items contained within Subgrant Award documents. If applicable, travel claims must accompany report.

FOR HEALTH DIVISION USE ONLY

Program contact necessary? Yes No Contact Person: _____
 Reason for contact: _____
 Fiscal review/approval date: _____ Signed: _____
 Scope of Work review/approval date: _____ Signed: _____
 ASO or Bureau Chief (as required): _____ Date: _____

HEALTH DIVISION

HEALTH DIVISION
NOTICE OF SUBGRANT AWARD
SECTION D

NEVADA STATE HEALTH DIVISION
AUDIT INFORMATION REQUEST

1. Non-Federal entities that **expend** \$500,000.00 or more in total Federal Awards are required to have a single or program-specific audit conducted for that year, in accordance with *OMB Circular A-133*. A COPY OF THE FINAL AUDIT REPORT MUST BE SENT TO THE NEVADA STATE HEALTH DIVISION, ATTN: ADMINISTRATIVE SERVICES OFFICER IV, 4150 TECHNOLOGY WAY, SUITE 300, CARSON CITY, NEVADA 89706-2009, within nine (9) months of the close of your fiscal year.
2. Did your organization expend \$500,000.00 or more in all Federal Awards during your most recent fiscal year? YES ____ NO ____
3. When does your fiscal year end? _____
4. Official name of organization? _____
5. How often is your organization audited? _____
6. When was your last audit performed? _____
7. What time period did it cover? _____
8. Which accounting firm conducted the audit? _____

SIGNATURE

TITLE

DATE

SECTION E

BUSINESS ASSOCIATE ADDENDUM

BETWEEN

Nevada State Health Division
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 Contract 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 Contract. 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 Contract 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 a contract 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. **Contract** shall refer to this Addendum and that particular Contract to which this Addendum is made a part.
5. **Covered Entity** shall mean the name of the Division listed above and shall have the meaning given to such term under the Privacy Rule and the Security Rule, including, but not limited to 45 CFR 160.103.
6. **Designated Record Set** means a group of records that includes protected health information and is maintained by or for a covered entity or the Business Associate that includes, but is not limited to, medical, billing, enrollment, payment, claims adjudication, and case or medical management records. Refer to 45 CFR 164.501 for the complete definition.
7. **Disclosure** means the release, transfer, provision of, access to, or divulging in any other manner of information outside the entity holding the information as defined in 45 CFR 160.103.

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

II. OBLIGATIONS OF THE BUSINESS ASSOCIATE.

1. **Access to Protected Health Information.** The Business Associate will provide, as directed by the Covered Entity, an individual or the Covered Entity access to inspect or obtain a copy of protected health information about the Individual that is maintained in a designated record set by the Business Associate or, its agents or subcontractors, in order to meet the requirements of the Privacy Rule, including, but not limited to 45 CFR 164.524 and 164.504(e) (2) (ii) (E). If the Business Associate maintains an electronic health record, the Business Associate or, its agents or subcontractors shall provide such information in electronic format to enable the Covered Entity to fulfill its obligations under the HITECH Act, including, but not limited to 42 USC 17935.
2. **Access to Records.** The Business Associate shall make its internal practices, books and records relating to the use and disclosure of protected health information available to the Covered Entity and to the Secretary for purposes of determining Business Associate's compliance with the Privacy and Security Rule in accordance with 45 CFR 164.504(e)(2)(ii)(H).
3. **Accounting of Disclosures.** Promptly, upon request by the Covered Entity or individual for an accounting of disclosures, the Business Associate and its agents or subcontractors shall make available to the Covered Entity or the individual information required to provide an accounting of disclosures in accordance with 45 CFR 164.528, and the HITECH Act, including, but not limited to 42 USC 17935. The accounting of disclosures, whether electronic or other media, must include the requirements as outlined under 45 CFR 164.528(b).
4. **Agents and Subcontractors.** The Business Associate must ensure all agents and subcontractors to whom it provides protected health information agree in writing to the same restrictions and conditions that apply to the Business Associate with respect to all protected health information accessed, maintained, created, retained, modified, recorded, stored, destroyed, or otherwise held, transmitted, used or disclosed by the agent or subcontractor. The Business Associate must implement and maintain sanctions against agents and subcontractors that violate such restrictions and conditions and shall mitigate the effects of any such violation as outlined under 45 CFR 164.530(f) and 164.530(e)(1).

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

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

COVERED ENTITY

BUSINESS ASSOCIATE

Health Division
 (Enter Division Name)

4150 Technology Way
 (Enter Division Address)

Carson City, NV 89706
 (Enter Division City, State and Zip Code)

775-684-4200
 (Enter Division Phone Number)

775-684-4211
 (Enter Division Fax Number)

Valpers for
 (Authorized Signature)

Richard Whitley
 (Print Name)

Administrator
 (Title)

(Enter Business Name)

(Enter Business Address)

(Enter Business City, State and Zip Code)

(Enter Business Phone Number)

(Enter Business Fax Number)

(Authorized Signature)

(Print Name)

(Title)

Nevada Department of Health and Human Services

Health Division # 13143

Bureau Program # 3220/10

IN-KIND CONTRIBUTION / MATCH

<p>Program Name: Tobacco Prevention and Control Program Bureau of Child Family and Community Wellness Nevada State Health Division</p>	<p>Subgrantee Name: Washoe County Health District (WCHD) Matt Smith, Chairman</p>
<p>Subgrant Period: Upon approval (not prior to March 29, 2013) through March 28, 2014</p>	<p>Address: P.O. Box 11130 Reno, NV 89520</p>

FINANCIAL REPORT FOR MATCHING

Total Amount Awarded.	\$ 113,000
Match Percentage	35%
Total Required Match	\$ \$39,550

Approved Budget Category	Reported Match
1 Personnel	\$
2 Travel	\$
3 Operating	\$
4 Contract/Consultant	\$
5 Supplies	\$
6 Indirect	\$
7 Other	\$
8 Total	\$

*** Must be accompanied by expenditure report/backup**

This report is true and correct to the best of my knowledge.	
Authorized Sub-Recipient Signature	Title
Date	
<p>Reminder: Request for Reimbursement cannot be processed without an expenditure report/backup. Reimbursement is only allowed for items contained within Subgrant Award documents. If applicable, travel claims must accompany report.</p>	



WASHOE COUNTY HEALTH DISTRICT

AIR QUALITY MANAGEMENT DIVISION



Public Health
Prevent. Promote. Protect.

DATE: April 25, 2013
 TO: District Board of Health
 FROM: Kevin Dick, Director, Air Quality Management Division
 SUBJECT: Annual Oxygenated Fuels Report
 Agenda Item: 8. D.

Recommendation

Accept the "2012 - 2013 Oxygenated Fuels Program for Washoe County" report.

Background

Pursuant to Section 040.095.D.1 of the District Board of Health (DBOH) Regulations Governing Air Quality Management, the Washoe County Health District, Air Quality Management Division (AQMD) shall prepare a report regarding the results of the oxygenated fuels program. The report shall be filed with the DBOH by May 1 and include an analysis of the costs and benefits, investigation of complaints, enforcement activity, and estimates of air quality improvements resulting from the program.

The "2012 -2013 Oxygenated Fuels Program for Washoe County" report satisfies these requirements and includes an update on the progress made towards removing the oxygenated fuels program from the carbon monoxide (CO) State Implementation Plan (SIP) as directed by the DBOH in May 2012. Preliminary analysis indicates that the oxygenated fuels program can be eliminated from the CO SIP and still meet Clean Air Act requirements. AQMD staff is anticipating that this revision to the CO SIP will be brought to the DBOH for adoption in Fall 2013.

Kevin Dick, Division Director
 Air Quality Management

KD/DI

2012 - 2013 Oxygenated Fuels Program for Washoe County

April 2013

Washoe County Health District
Air Quality Management Division
P.O. Box 11130
Reno, Nevada 89520-0027
(775) 784-7200
www.ourcleanair.com

Acronyms and Abbreviations

AQMD	Washoe County Health District - Air Quality Management Division
ASTM	American Society for Testing and Materials
CO	Carbon monoxide
DBOH	District Board of Health
EISA	Energy Independence and Security Act of 2007
EPA	U.S. Environmental Protection Agency
MOVES	Motor Vehicle Emission Simulator
MPO	Metropolitan Planning Organization
MTBE	methyl tertiary butyl ether
MVEB	Motor Vehicle Emissions Budgets
NAAQS	National Ambient Air Quality Standard
NDOA	Nevada Department of Agriculture
NO ₂	Nitrogen dioxide
PM _{2.5}	Particulate matter less than 2.5 microns in diameter
PM ₁₀	Particulate matter less than 10 microns in diameter
RVP	Reid Vapor Pressure
SIP	State Implementation Plan
SO ₂	Sulfur dioxide

Background

The oxygenation of gasoline reduces carbon monoxide (CO) emissions from motor vehicles during the winter months, when climatic factors tend to exacerbate CO problems. In 1992, the U.S. Environmental Protection Agency (EPA), under authority of the Clean Air Act Amendments of 1990, mandated an oxygenated fuel (oxy-fuel) program for 39 urban areas in 23 states, including the Truckee Meadows, which had violated the health-based National Ambient Air Quality Standard (NAAQS) for CO.

The Truckee Meadows was designated as a moderate CO non-attainment area on November 15, 1990. Washoe County began its oxy-fuel program in December 1989 and subsequently adopted the EPA's oxy-fuel program in 1992. From the onset of the oxy-fuel program, the oxygenates of choice were methyl tertiary butyl ether (MTBE) and ethanol. Depending on the urban areas of concern, the gasoline oxygen content ranged from 2.7 to 3.5% by weight during the oxy-fuel season. MTBE dominated the oxygenate market until the mid 1990's, making up almost 80% of the market share. By the mid 1990's, confirmed reports of MTBE groundwater contamination in California prompted MTBE's phase-out from use in the West.

On October 25, 2000, the District Board of Health (DBOH) adopted revisions to the oxy-fuel regulation, Section 040.095 (Oxygen Content of Motor Vehicle Fuel) of the DBOH Regulations Governing Air Quality Management. The revisions phased out the use of MTBE as oxygenate effective "the same date as the phase-out of MTBE in California." The original phase-out date was December 31, 2002, but in March 2002, the California Governor extended the date to December 31, 2003. In 2004, MTBE in gasoline was fully phased out in California and Washoe County.

On September 22, 2005, the DBOH further adopted revisions to Section 040.095. This revision primarily addressed enforceability issues during emergency fuel supply interruptions. It also removed the outdated MTBE phase-out date, leaving only the relevant regulation concerning the not-to-exceed MTBE contribution of 0.05% oxygen by weight (or 0.3% by volume) to the required 2.7% oxygen by weight in the oxy-fuel.

In November 2005, the Washoe County Health District - Air Quality Management Division (AQMD) submitted a request to EPA for redesignation of the Truckee Meadows from a moderate CO non-attainment area to an attainment/maintenance area. The redesignation to attainment/maintenance became effective on August 4, 2008. The oxy-fuel program remains in the ten-year CO maintenance plan, which has been approved by EPA and is effective until 2016. The oxy-fuel program will be reevaluated for its effectiveness in maintaining the CO NAAQS in the future. If the oxy-fuel program is removed from the State Implementation Plan (SIP), it will become a contingency measure to be reconsidered if the Truckee Meadows violates the CO NAAQS.

As of December 2010, all urban areas in the United States have achieved attainment for CO. However, only seven (7) urban areas keep the oxy-fuel program in their SIP maintenance plan. The other urban areas use the oxy-fuel program as a contingency measure in their SIP maintenance plans. The Energy Independence and Security Act of 2007 (EISA) required that

eight (8) billion gallons of renewable fuels be blended in transportation fuels by 2008 and that thirty-six (36) billion gallons of renewable fuels be blended in transportation fuels by 2028. Therefore, these urban areas would be expected to have ethanol in their fuel supply despite a lack of oxy-fuel program requirements in their maintenance plans.

Washoe County's oxy-fuel program has been successful in reducing CO emissions by 5 - 30% since its inception in 1989. The CO emission reduction was more significant during the earlier years of the program when vehicles had less rigorous emission control requirements. In recent years, the incremental benefit of oxy-fuel has diminished due to cleaner vehicles, more stringent regulations, and increase in ethanol content in gasoline due to national energy policies. The 2012-2013 season was the 24th year of the oxy-fuel program. Over these 24 seasons, decreases in CO concentrations during the winter months have been noticeable in Washoe County, especially in the first decade of the program. The 2012-2013 season continued to be a successful oxy-fuel season with minimal cost incurrence and inconvenience to motorists.

This report was prepared in accordance with Section 040.095.D.1 of the DBOH Regulations Governing Air Quality Management.

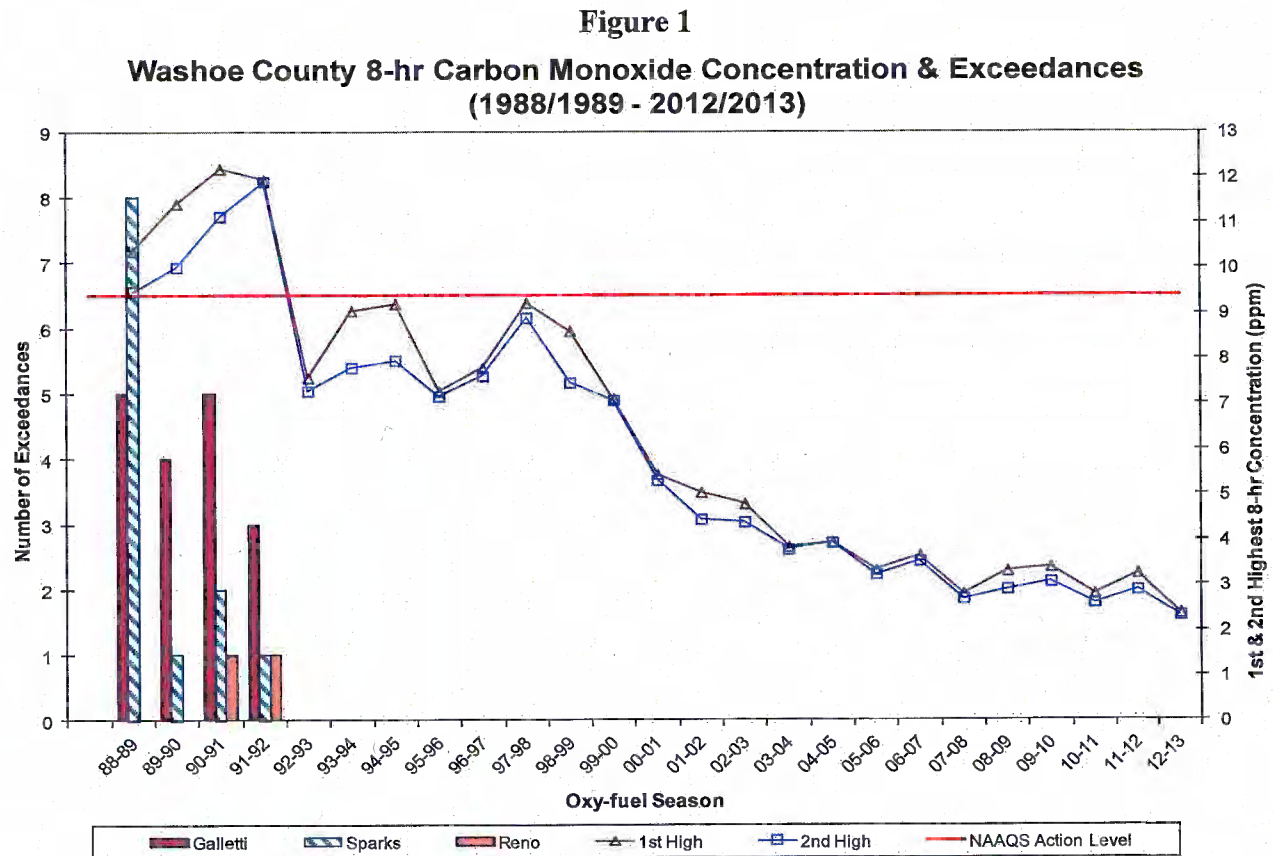
2012 - 2013 Program Details

Since the federal oxy-fuel mandate in 1992, the oxy-fuel season has begun on October 1 and ended on January 31. Section 040.095 of the DBOH Regulations Governing Air Quality Management requires all gasoline delivered during the oxy-fuel season to contain a minimum of 2.7% oxygen by weight. Ethanol was again the only oxygenate fuel in the market during the 2012-2013 season, and MTBE was not found at any of the tested stations. According to the State of Nevada, Department of Motor Vehicles, approximately 54 million gallons of gasoline were delivered in Washoe County between October 1, 2012, and January 31, 2013.

Air Quality

NAAQS for CO are based on 1-hour and 8-hour averaging times. The 2012-2013 oxy-fuel season was a clean season for CO, and levels were comparable to those observed in 2011-2012. No exceedances of either the 1-hour or 8-hour NAAQS for CO were measured at any of the air quality monitors in Washoe County this season. The AQMD has never measured an exceedance of the 1-hour NAAQS and the last exceedance of the 8-hour standard occurred on December 13, 1991.

Figure 1 illustrates the number of CO exceedances since 1988 at the Galletti, Sparks, and Reno monitoring sites. These are the sites in the AQMD's ambient air monitoring network that typically measure the highest CO levels.



Additionally, Figure 1 graphically depicts the first and second highest 8-hour CO concentrations from 1988-1989 to 2012-2013. Although Washoe County has not exceeded the 8-hour CO NAAQS since 1991, CO levels in 1994-1995 and 1997-1998 were very close to the standard and probably would have exceeded the standard if not for the oxy-fuel program.

Costs

Normal fluctuations in market prices make it difficult to isolate the increase in gasoline prices due to the oxy-fuel program. According to Western Energetix, LLC, a major local gasoline distributor, oxygenates have not contributed to any gasoline price increase in the last several years. Therefore, no extra cost was incurred for CO emissions reduced by the oxy-fuel program. By comparison, the maximum reasonable cost for CO emission reductions per year for implementation of Best Available Control Technology in Washoe County was determined to be \$2,000 per ton.¹

Air Quality Emission Reductions

According to the 2011 Washoe County Emissions Inventory, on-road motor vehicles accounted for approximately 40% (34,641 tons per year) of the CO emissions in the Washoe County. Based on the EPA Motor Vehicle Emission Simulator (MOVES) computer model, the oxy-fuel program reduced CO emissions from this category by approximately 1,312 tons in Washoe County during the 2012-2013 oxy-fuel season.

According to the 2011 Washoe County Emissions Inventory, non-road mobile sources contributed 30% (25,753 tons per year) of the total county-wide CO emissions. Based on the EPA NONROAD 2008a computer model, the oxy-fuel program reduced an additional 1,467 tons of CO.

Compliance and Enforcement

Through a Memorandum of Understanding (revised September 2000) between AQMD and the Nevada Department of Agriculture (NDOA), gasoline samples collected by AQMD are tested by the Petroleum Laboratory of the NDOA. The NDOA is responsible for testing gasoline octane and Reid Vapor Pressure (RVP) year round and oxygenates during the oxy-fuel season.

To ensure compliance with Section 040.095 of the DBOH Regulations Governing Air Quality Management, the AQMD collected a total of 23 random fuel samples of all available grades of gasoline during routine inspections of gasoline dispensing facilities. These samples were delivered to the NDOA lab for analysis after each collection.

The NDOA collected and tested 120 additional samples separate from AQMD's oxy-fuel program for the 2012-2013 oxy-fuel season. The NDOA test results cannot be used for AQMD enforcement; however, they indicate if a facility's fuel supply contains any oxygenate thus

¹ "Procedures for determining BACT emission controls", Washoe County District Health Department - Air Quality Management Division, Policy # P-1-92, February 13, 1992.

determining whether a follow-up inspection needs to be conducted. Altogether, the NDOA tested 143 samples of gasoline in Washoe County for oxygenates this past season.

The NDOA analyzed all samples using gas chromatography. As a quality assurance measure, some samples were split and submitted to the lab as blind samples to ensure the analysis of each sample was accurate. The AQMD accepts a testing tolerance of +/- 6%, as outlined by the American Society for Testing and Materials (ASTM) D5599, which is used by the laboratories to allow for minor variations in percent oxygen due to problems of test reproducibility.

Among the 143 samples tested, two samples were below the required oxygen content level. These two samples were not collected by the AQMD and therefore not in AQMD's enforcement jurisdiction. The low oxygen content in both samples collected from the same facility was due to the presence of water in their storage tank from the cold weather. The NDOA allowed them to continue operation because there was only 15 days left in the oxy-fuel season, and NDOA was confident that before the end of the oxy-fuel season, the facility's fuel supply would turn over fast enough to have oxygenate in the tanks again. Therefore, no action was taken.

The AQMD received no formal complaints from the public regarding oxy-fuel this season.

Removal from the CO State Implementation Plan

At its inception and through the 1990's, the oxy-fuel program was a very effective control strategy to reduce CO emissions. Wintertime CO levels improved and are now more than 60% below the health-based NAAQS. The incremental benefits of the program have been diminishing as fleet turnover has led to a newer and less polluting fleet mix, and ethanol content in gasoline has increased due to energy policies (see Table 1). Staff anticipates that the oxy-fuel program can be eliminated as a CO control measure without adversely affecting air quality in Washoe County.

Table 1
2012 Monthly Average Gasoline Oxygenate Content

	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec
Oxygen (Wt %)	3.62	2.34	2.47	2.60	2.90	2.70	2.63	2.65	2.30	3.47	3.85	3.70

In May 2012, the DBOH directed AQMD staff to proceed with removing the oxy-fuel program from the CO SIP. Proceeding with elimination of the oxy-fuel program will focus on three primary areas:

CO SIP: The oxy-fuel program is a component of the EPA approved SIP that demonstrates continued attainment of the CO NAAQS. Removing the program from the SIP requires a demonstration that it will not contribute to future wintertime exceedances or violations of the NAAQS. Staff expects CO levels in the Truckee Meadows to continue to meet the 8-hour NAAQS if the oxy-fuel program is eliminated.

Motor Vehicle Emissions Budgets (MVEB): These budgets are used by the Metropolitan Planning Organization (MPO) for transportation conformity analyses. Long and short range transportation plans (i.e. 2035 Regional Transportation Plan) must conform to the MVEB and SIP. Eliminating the oxy-fuel program will require recalculation of the MVEB, DBOH adoption, and EPA approval. AQMD staff will work in consultation with the MPO and EPA Region IX during this process. The current EPA-approved MVEB includes a safety margin for planned or unplanned increases in CO emissions. Approximately 26% of the 2016 MVEB is dedicated to the safety margin. Staff anticipates that future long and short range transportation plans to conform to the revised MVEB.

Other NAAQS: Removing the program from the SIP requires a demonstration that it will not contribute to future wintertime exceedances or violations of the other NAAQS. Preliminary modeling indicated no increases in PM_{2.5}, PM₁₀, NO₂, or SO₂ tailpipe emissions contributing to exceedances or violations.

If these items can be adequately addressed, then the CO SIP revisions will be brought forward to the DBOH for adoption. If adopted, the SIP would then be formally submitted to EPA for approval, tentatively anticipated for Fall 2013. Final approval by EPA may take up to 18 months to complete.

Summary

Washoe County's oxy-fuel program is successful as demonstrated by the fact that the AQMD has not measured an exceedance of the CO NAAQS since 1991.

Since implementing the oxy-fuel program in 1989, Washoe County's population has increased 54%², vehicle miles traveled has increased 80%³, and gasoline sales during the oxy-fuel season has increased 25%, from 44.5 million gallons in 1989-1990 to 54 million gallons in 2012-2013. This season's oxy-fuel program accounted for approximately 4% reduction of CO emissions from on-road mobile sources and 5% reduction from non-road mobile sources as compared to the most recent, comprehensive 2011 Washoe County's emissions inventory, which included on-road and non-road CO emissions from gasoline, diesel, compressed natural gas, and liquefied petroleum gas.

The incremental benefits of the oxy-fuel program have been diminishing as fleet turnover leads to a newer and less polluting fleet mix, and national energy policy has resulted in increased concentrations of ethanol in gasoline. The DBOH has directed staff to remove the program as a control measure in the CO SIP. AQMD staff is currently preparing revisions to the CO SIP which is anticipated to be presented to the DBOH for adoption in Fall 2013.

² Washoe County Community Development Planning Department.

³ RTC of Washoe County, Planning Department for 2011 Travel Demand Model run.



Washoe County Health District



Public Health
Prevent. Promote. Protect.

Staff Report
Date of Meeting: April 25, 2013

TO: District Board of Health Members

FROM: Joseph P. Iser, MD, DrPH, MSc
Washoe County District Health Officer

DATE: April 18, 2013

SUBJECT: 2013 Legislative Activity Report

JPI

Summary:

The 2013 Legislative Session has been quite active. Dr. Iser, Mr. Sack, and Mr. Dick have all provided testimony on various bills. Attached is the April report for legislation that the Health District staff has reviewed, is tracking or monitoring, and for which Staff has provided testimony. Staff continues to review various bills and amendments to bills for the 2013 Legislative Session.

Previous Action:

The District Board of Health approved the March update to the 2013 Legislative Activity Report at its regular meeting on March 28, 2013.

Recommendation:

Staff recommends the Board accept the April update to the 2013 Legislative Activity Report for the 2013 Legislative Session.

Possible Motion:

Move to accept the April update to the 2013 Legislative Activity Report.

2013 Legislative Activity Report

DBOH Agenda Item No. 8.E.

BDR or Bill #	Primary Sponsor	Status	Summary	Background/Analysis/Fiscal Impact	Recommendation & Staff Assignment
ACR 2			Encourages board of county commissioners to make available programs for single-stream recycling. (BDR R-119)		<ul style="list-style-type: none"> • Priority: • Action: Monitor • Testify: • Position: Support • Ordinance: • Policy: • Fiscal Impact: <p>Rec'd Req for Eval on 3/18; emailed to Bob and Joe on 3/18</p>
ACR 3			Expresses support for the programs, partnerships, and recycling efforts of the America's Schools Program. (BDR R-122)	This is a bill we would support but not put any effort into unless we had to.	<ul style="list-style-type: none"> • Priority: • Action: Monitor • Testify: • Position: Support • Ordinance: • Policy: • Fiscal Impact: <p>Rec'd Req for Eval on 3/18; emailed to Bob and Joe on 3/18 Hearing on 3/26/2013 @ 12:30 pm; Hearing on 4/2 @ 12:30 pm</p>
BDR 710			Makes various changes concerning health care facilities that employ nurses. (BDR 40-710)		<ul style="list-style-type: none"> • Priority: • Action: • Testify: • Position: • Ordinance: • Policy: • Fiscal Impact: No Impact • Rec'd Fiscal Note req; emailed to Steve,

2013 Legislative Activity Report

DBOH Agenda Item No. 8.E.

BDR or Bill #	Primary Sponsor	Status	Summary	Background/Analysis/Fiscal Impact	Recommendation & Staff Assignment
BDR 743			Revises provisions governing victims of crime. (BDR 16-743)		<p>Candy, and Stacy on 3/19; due 3/22; submitted 3/19</p> <ul style="list-style-type: none"> • Priority: • Action: • Testify: • Position: • Ordinance: • Policy: • Fiscal Impact: No Fiscal Impact <ul style="list-style-type: none"> • Rec'd Req for Fiscal Note; emailed to Steve, Candy, and Stacy on 3/18; due 3/20; returned 3/19
BDR 40-964			Revises provisions relating to the emissions testing of certain consigned vehicles.		<ul style="list-style-type: none"> • Priority: High • Action: Track • Testify: • Position: • Ordinance: • Policy: • Fiscal Impact: <p>Request to support from Dan Musgrove on 2/26 -- forwarded to Joe, Kevin, and Dan on 2/26 -- Kevin responded to Dan on 2/27 that the Health District is not opposed to the language.</p>

2013 Legislative Activity Report

DBOH Agenda Item No. 8.E.

BDR or Bill #	Primary Sponsor	Status	Summary	Background/Analysis/Fiscal Impact	Recommendation & Staff Assignment
BDR 52-1024			Prohibits certain fees relating to credit card transactions. (BDR 52-1024)	<u>Fiscal Impact:</u> FY 12-13 - \$9,794; FY13-14 - \$9,794; FY14-15 - \$9,794; Future Biennia - \$19,588. The Health District does not apply a surcharge or convenience fee to any purpose transaction made by credit or debit card. All bank fees are absorbed by the Health Fund.	<ul style="list-style-type: none"> • Priority: Low • Action: Monitor • Testify: No • Position: Comment Only • Ordinance: • Policy: • Fiscal Impact: <p>Rec'd Fiscal Note Request on 3/11; Patsy to respond; responded on 3/13</p>
AB 3	Judiciary	Fail 4/12/13 Deadline; no further action allowed.	Revises provisions governing the enforcement of the tax on live entertainment. (BDR 41-326)		<ul style="list-style-type: none"> • Priority: Low • Action: Monitor • Testify: No • Position: Comment Only • Ordinance: • Policy: • Fiscal Impact:
AB 4	Government Affairs	Fail 4/12/13 Deadline; no further action allowed.	Revises certain provisions governing public records and legal notices. (BDR 19-259)		<ul style="list-style-type: none"> • Priority: High • Action: Track • Testify: • Position: • Ordinance: • Policy: • Fiscal Impact:

2013 Legislative Activity Report

BDR or Bill #	Primary Sponsor	Status	Summary	Background/Analysis/Fiscal Impact	Recommendation & Staff Assignment
AB 28	Not stated	In Committee	Revises the definition of "sentinel" event for the purpose of provisions relating to the health and safety of patients at certain medical facilities. (BDR 10-311).		<ul style="list-style-type: none"> • Priority: Low • Action: Monitor • Testify: No • Position: Support • Ordinance: No • Policy: No • Fiscal Impact: No (R. Todd) Legislative Alert on 1/20; Dr. Todd made comments; entered on 1/23/13
AB 31	Government Affairs	In committee	Revises various provisions relating to public records. (BDR 19-211)		<ul style="list-style-type: none"> • Priority: Low • Action: Monitor • Testify: No • Position: • Ordinance: • Policy: • Fiscal Impact:
AB 44	Judiciary	Pending	Requires associations of planned communities to allow the outdoor storage of trash and recycling containers under certain circumstances. (BDR 10-262)		<ul style="list-style-type: none"> • Priority: • Action: Tracking • Testify: • Position: • Ordinance: • Policy: • Fiscal Impact: Hearing on 4/10 @ 8:00 am; notified Bob Rec'd Req for Eval on Amendment on 4/16; forwarded to Bob on 4/18

2013 Legislative Activity Report

BDR or Bill #	Primary Sponsor	Status	Summary	Background/Analysis/Fiscal Impact	Recommendation & Staff Assignment
AB 65	Government Affairs	In Committee; Amend, and Do Pass as Amended; Forwarded to Senate on 4/16	Revises various provisions related to open meetings. (BDR 19-603)	<p>The Open Meeting Law requires that meetings of public bodies be open to the public, with limited exceptions set forth specifically in statute. (NRS 241.020) Section 2 of this bill compiles a list of provisions relating to the applicability of and exceptions and exemptions to the Open Meeting Law currently in existing law. Sections 6 and 8 of this bill make conforming changes. Section 2 also adds an exemption to the Open Meeting Law for meetings of a committee or subcommittee of a public body when the committee or subcommittee is engaged solely in activities relating to the acquisition of facts for the public body. Section 3 of this bill prohibits a member of a public body from designating a person to attend a meeting of the public body in the place of the member unless members of the public body are expressly authorized to do so by the constitutional provision, statute, ordinance, resolution or other legal authority that created the public body. Section 3 also requires that any such designation be made in writing, deems any person so designated to be a member of the public body for purposes of determining a quorum at the meeting and entitles such a person to exercise the same powers as the regular members of the public body at the meeting. Any action taken by a public body in violation of the Open Meeting Law is void. (NRS 241.036) Under existing law, the Attorney General is required to investigate and prosecute any violation of the Open Meeting Law. (NRS 241.039) Existing law authorizes the Attorney General or a member of the public to sue a public body: (1) within 60 days after an alleged violation to have an action by the public body declared void; or (2) within 120 days after</p>	<p>Priority: High Action: Tracking Testify: Position: Support Ordinance: Policy: Fiscal Impact: No Fiscal Impact</p> <p>Hearing: 3/13 @ 9:00 AM Hearing: 3/29 @ 10:00 AM</p> <ul style="list-style-type: none"> Req for Eva on revisions received on 4/12; emailed to DDs on 4/12 Eileen made comments; if corrective action is taken within 30 days of alleged violation, AG may decide not to commence with prosecution. If any member of the public body is present by means of electronic communication, the public body shall ensure that the public can hear or observe and participate.

2013 Legislative Activity Report

DBOH Agenda Item No. 8.E.

BDR or Bill #	Primary Sponsor	Status	Summary	Background/Analysis/Fiscal Impact	Recommendation & Staff Assignment
				<p>an alleged violation to require the public body to comply with the Open Meeting Law. (NRS 241.037) Section 4 of this bill provides that if a public body takes certain corrective action within 30 days after an alleged violation, the Attorney General may decide not to commence prosecution of the alleged violation if the Attorney General determines that foregoing prosecution would be in the best interests of the public. Section 4 also extends by 30 days the deadline by which lawsuits to enforce the Open Meeting Law may be filed by the Attorney General in the context of corrective action. Section 4 further provides that any action taken by a public body to correct an alleged violation of the Open Meeting Law is effective prospectively only. With certain exceptions, a public body is required to comply with the Open Meeting Law when a quorum of its members is present to deliberate toward a decision or take action on a matter over which the public body has supervision, control, jurisdiction or advisory power. (NRS 241.015) Section 6 of this bill defines "deliberate" for purposes of this requirement to mean examining, weighing and reflecting on the reasons for or against an action and includes collective discussion and the collective acquisition or the exchange of facts preliminary to the ultimate decision. Section 6 also clarifies that a quorum of members may be present in person or by means of electronic communication. Under the Open Meeting Law, a public body is required, upon request and at no charge, to provide a copy of an agenda for the meeting, any proposed ordinance or regulation to be discussed at the meeting, and other supporting material, with certain exceptions, provided to members of the public</p>	

2013 Legislative Activity Report

BDR or Bill #	Primary Sponsor	Status	Summary	Background/Analysis/Fiscal Impact	Recommendation & Staff Assignment
AB 69	Assemblyman Elliot Anderson; Senator Ruben Kihuen	Passed as amended; referred to the Senate Committee on HHS	Requires a crematory for human remains to be located in a certain area. (BDR 40-25)	body for an item on the agenda. (NRS 241.020) Section 7 of this bill requires that a public body include on the notice for a meeting: (1) the name and contact information for the person designated by the public body from whom a member of the public may request the supporting material for a meeting; and (2) a list of the locations where the supporting material is available to the public. Section 7 also requires the governing body of a city or county whose population is 40,000 or more (currently Clark, Douglas, Elko, Lyon, Nye and Washoe Counties and the cities of Carson City, Henderson, Las Vegas, North Las Vegas, Reno and Sparks) to post the supporting material to its website not later than the time at which the material is provided to the members of the public body. Section 7 also authorizes such a public body to provide the supporting material via a link to the posting on its website to a person who has requested to receive the material by electronic mail if the person so agrees. —	<ul style="list-style-type: none"> • Position: No Interest • Legislative Alert on 1/18; Kevin said we are neutral; entered "No Interest" on 1/23/13
AB 109	Primary Sponsor(s): Assemblyman David Bobzien Assemblyman Elliot Anderson Assemblywoman Marilyn Kirkpatrick	Pending	Revises the qualifications and training required for certain persons who operate or are employed by a child care facility.	This bill covers requirements outside of our jurisdiction. We have no issues either way.	<ul style="list-style-type: none"> • Priority: Low • Action: Monitor • Testify: No • Position: Comment Only • Ordinance: Uncertain • Policy: Uncertain • Fiscal Impact:

2013 Legislative Activity Report

BDR or Bill #	Primary Sponsor	Status	Summary	Background/Analysis/Fiscal Impact	Recommendation & Staff Assignment
AB 122	Assemblyman Andy Eisen Senator Moises Denis Senator Debbie Smith Co-Sponsor(s): Assemblywoman Olivia Diaz	Pursuant to Joint Standing Rule No. 14.3.1, no further action allowed	Imposes a fee on sales by fast-food businesses of certain items of prepared food.		<ul style="list-style-type: none"> • Rec'd Request for Comments on 2/14; forwarded to Bob and Joe on 2/14; • rec'd Bob's Comments 2/20; Input on 2/20
AB 126	Assemblywoman Lucy Flores Co-Sponsor(s): Assemblyman Paul Aizley Assemblyman David Bobzien Assemblyman Andy Eisen Assemblyman James Healey Senator Justin Jones Senator Joyce Woodhouse	Amended; sent to printer	Requires the disclosure of certain nutritional information in certain chain restaurants. Bill requires food facilities that are a chain of 10 or more nationally to post certain nutritional facts for food served or sold in their facility. They would have to follow the same federal requirements that chains of 20 or more would have to follow. In addition it requires Health jurisdictions to enforce the federal requirements on all facilities that are chains greater than 10 nationally.	Under federal law, a restaurant or similar retail food establishment that: (1) is part of a chain with 20 or more locations doing business under the same name and offering for sale substantially the same menu items; or (2) elects to be subject to the disclosure requirements, is required to disclose certain nutritional information about the menu items offered for sale by the restaurant or establishment. (21 U.S.C. §343(q)(5)(H)) Section 1 of this bill requires the owner or operator of any restaurant or similar retail food establishment that is part of a chain with 10 or more locations doing business within this State to disclose the same nutritional information that federal law requires a chain with 20 or more locations to disclose. Section 2 of this bill provides a penalty for the owner or operator of any restaurant or similar	<ul style="list-style-type: none"> • Priority: High • Action: Track • Testify: Yes (Sack, Iser, McNinch, Macaluso) • Position: Comment Only – CCHS Supports • Ordinance: Uncertain • Policy: Yes • Fiscal Impact: Yes (B. Sack) • Legislative Alert on 2/15; Forwarded to Bob and Joe; comments input

2013 Legislative Activity Report

DBOH Agenda Item No. 8.E.

BDR or Bill #	Primary Sponsor	Status	Summary	Background/Analysis/Fiscal Impact	Recommendation & Staff Assignment
				<p>retail food establishment who fails to make the required disclosure of nutritional information.</p> <p>It is very difficult to determine the full impacts of this bill on our agency because the federal regulations that we would have to enforce are not in a finalized form yet. We are estimating it will take one to two additional Environmentalists to implement and enforce this law on an ongoing basis. It will increase inspection times and create a new area of complaints that we will have to investigate.</p> <p>We estimate that we will have to add two additional Environmentalists at a cost of ~\$200,000 in order to enforce the proposed law. This bill gives us oversight of nutritional labeling in chain facilities that are regulated under Federal Law and also apply Federal Law to a group of facilities that are not regulated under Federal Law.</p>	<ul style="list-style-type: none"> • Hearing on AB 126 on 3/6/2013 @ 1:30 PM, Rm 3138 • Hearing on 4/10 at 1:30 PM • Rec'd Req for Eval as Amended on 4/16; emailed to Bob on 4/18
AB 137	Assembly Committee on Education	Failed to meet 4/12 deadline; no further action allowed. (Vetoed by Governor in 2011 after session ended)	Revises provisions governing programs of nutrition in public schools (BDR 34-191).	<p><u>Analysis.</u> This bill would require all NV school districts to provide breakfast in the schools in accordance with Provision 2 set forth in 7 C.F.R. 245.9 (lower income schools). Research shows that a healthy breakfast for children can improve test scores, school attendance, diet quality, and overall health¹. According to Geri Casey, Assistant Director at ARAMARK, the Nutrition Services Provider for WCSD, and this bill would not change current practice for WCSD. There are currently 20 WCSD schools that participate in the breakfast program. All that are currently eligible participate. The Department of Education conducts audits and reports are provided in compliance with the timelines proposed in this</p>	<ul style="list-style-type: none"> • Priority: Low • Action: Monitor • Testify: No • Position: Support • Ordinance: No • Policy: No • Fiscal Impact: No (E. Dixon) <p>Legislative Alert on 2/5; Erin made comments; entered on 2/5/13</p>

2013 Legislative Activity Report

DBOH Agenda Item No. 8.E.

BDR or Bill #	Primary Sponsor	Status	Summary	Background/Analysis/Fiscal Impact	Recommendation & Staff Assignment
AB 139	Assemblyman Skip Daly	Exempted – Referred to Committee on Ways and Means	Revises provisions relating to the state business portal (BDR 7-127)	<p>Background/Analysis/Fiscal Impact</p> <p>The location of where breakfast is served is also in compliance with this bill. Therefore, this bill would not impact the health of Washoe County children.</p> <p>History: This bill was passed by the legislature in 2011 and vetoed by the Governor after the conclusion of the session. Upon reviewing the committee minutes from 2011 both WCSD and CCSD were in support of the final language of this bill.</p> <p>¹American Association of School Administrators.</p>	
				<p>Requires Health District to utilize State Portal business license information in permitting, to provide online permitting, and integrate with the State Portal by 01/01/14.</p> <p>Remove mandate. Make the goal the use of online permitting and integration with the State Portal. Integrate State permits prior to local mandate.</p> <p>The Washoe County Health District does not currently have the capacity for online permitting. The January 1, 2014 effective date for online permitting and integration with the State portal is not feasible. It is not clear how “integration” with the portal is defined. The Health District does not have sufficient information on the portal to know whether such integration is feasible with online permitting software application which might be used for online permitting by the Health District. Utilization of business information from the State portal may require modification of permitting software currently utilized by the</p>	<ul style="list-style-type: none"> • Priority: HIGH • Action: TRACK • Testify: YES (Sack, Dick, or Iser) • Position: Support if Amended • Ordinance: Unknown • Policy: Yes • Fiscal Impact: Yes • County requested Fiscal Note on 2/14; deadline 2/20; forwarded to DDs on 2/14; cancelled on 2/15 and then re requested with a new due date of 2/22/2013. • Request for Evaluation 2/19/2013; forwarded to Bob; Kevin; and Paula on 2/19 @ 10:50 am • Rec'd and input comments on 2/20

2013 Legislative Activity Report

DBOH Agenda Item No. 8.E.

BDR or Bill #	Primary Sponsor	Status	Summary	Background/Analysis/Fiscal Impact	Recommendation & Staff Assignment
				<p>HD. This software is no longer being actively supported and would divert the health district from efforts to provide online permitting capabilities.</p> <p>The ability to integrate with the State Portal by State agencies that perform permitting activities similar to the Health District has not yet been demonstrated. The bill should be amended to remove a mandated deadline for integration with the State Portal or utilization of portal business license information. This might be established as a goal but no mandate should be established for local health districts until the State has demonstrated the capability to perform this function with their agencies that perform similar functions.</p> <p>Amend to remove mandated deadline. Establish a goal of local agency and health district utilization of state portal business license information and of online permitting and integration with the State Portal. Achieve similar State agency permitting integration prior to health district mandate.</p> <p>FY 12/13 - \$800,000; FY 13/14 - \$1.041 Million; FY 14/15 - \$240,200; Future Biennia - \$240,200</p> <p>Fiscal Note: Washoe County Health District does not currently have the capability to provide on-line access and submission of its business license applications. Washoe County has released an RFP for a vendor to supply internet capable software, and the acquisition and maintenance costs reflect the top end bid proposal. Printing costs reflect the</p>	<ul style="list-style-type: none"> • Hearing scheduled for 8:00 am on 2/21 room 3143; emailed Bob, Kevin, Joe, and Paula • Hearing scheduled – 3/29 @ 10 AM • Req for Eval on revisions on 4/12; forwarded to Kevin and Bob on 4/12

2013 Legislative Activity Report

BDR or Bill #	Primary Sponsor	Status	Summary	Background/Analysis/Fiscal Impact	Recommendation & Staff Assignment
AB 150	Daly, Kirkpatrick, Bobzien, Benitez-Thompson, Bustamante, Adams, Carlton, Healey, Ohrenschall, Pierce, Sprinkle, Smith	Pending – In Committee	Provides for the legislative review of governmental agencies to promote governmental oversight and accountability.	<p>modifications to and printing of new permit applications to include the State business identification number. There are no cost estimates for the new software system to integrate the County's application with the State business portal or to use the state business portal to collect common business registration information and to retrieve that information into the County's database. There are also no cost estimates for integrating the State business identification number in the existing Health District permitting software which is no longer actively supported as the new software system is pursued.</p>	<ul style="list-style-type: none"> • Priority: • Action: Monitor • Testify: • Position: • Ordinance: • Policy: • Fiscal Impact: <p>Rec'd Req for Eval on 2/21; forwarded to DDs 2/21</p>
AB 154	Eisen, Frierson, Benitez-Thompson, Carrillo, Dondero Loop, Flores, Healey, Jones, Hardy	Passed as Amended; In Senate Committee on HHS	<p>Revises provisions concerning child death review teams. (BDR 38-611)</p> <p>Currently two oversight committees at the state level review the findings of child death reviews of children 0-18 years of age conducted by local teams in Nevada. The administrative team reviews reports and recommendations, while the Executive Committee and the director or authorized</p>	<p>Simply an efficiency at the state oversight level for child death review teams – a good idea.</p>	<ul style="list-style-type: none"> • Priority: Low • Action: Monitor • Testify: Yes (Candy Hunter) • Position: Support As Is • Ordinance: Uncertain • Policy: At the State level • Fiscal Impact: <p>Rec'd Req for Eval on 2/21;</p>

2013 Legislative Activity Report

DBOH Agenda Item No. 8.E.

BDR or Bill #	Primary Sponsor	Status	Summary	Background/Analysis/Fiscal Impact	Recommendation & Staff Assignment
AB 155	Eisen, Frierson, Benitez-Thompson, Carrillo, Dondero Loop, Duncan, Flores, Healey, Kirkpatrick, Oscarson, Jones, Hardy	Passed as Amended; In Senate Committee on HHS	<p>representative of an agency which provides child welfare services are authorized to appoint the multidisciplinary teams. The bill names participants of the administrative team as administrators of agencies providing child welfare services, and responsible for vital statistics, public health, mental health and public safety.</p> <p>Revises provisions governing reports of the abuse or neglect of a child (BDR 38-610).</p> <p>AB155 revises provisions related to reporting child abuse or neglect by changing the manner in which they are specified in law, and requiring notification of those persons of their duty as mandated reporters. Those persons will also be required to provide written acknowledgement of the information received. A licensing board or employers (when no licensure, certification or endorsement in Nevada is required) will be responsible for informing the person and maintaining a copy of the acknowledgement or record. The Legislative Committee on Health Care reviews any future NRS chapters requiring licenses, permits or certificates to persons providing health care to determine if inclusion as a mandated reporter is necessary under Chapter 432B.</p> <p>Additional provisions include an</p>	<p>Change statute regarding provisions of reporting child abuse and neglect, requires licensing boards and/or employers to inform persons of mandatory reporting requirement, receive written acknowledgement from employee and maintain records, adds volunteer fire departments to Safe Haven Law as provider of emergency services.</p> <p>AB 155 seeks increased awareness and responsibility for reporting suspected child abuse and neglect by persons who may identify children who are victims in their work. By placing additional requirements on licensing boards and employers for staff in "medical facilities," the bill would ensure training and acknowledgement of this responsibility. It further allows children to prevent reporting by attorneys who represent them and allows volunteer fire departments to accept infants no greater than 30 days of life from parent who voluntarily relinquish them to a "Safe Haven."</p> <p>The Health District does not appear to fall under the definition of a medical facility although it's not clear if the bill includes all medical facilities (see proposed language below), or only those</p>	<p>forwarded to DDs 2/21</p> <p>Hearing set for 3/13 @ 1:30 pm; notified Steve and Candy</p> <p>Hearing set for 4/25/2013; notified Steve and Candy on 4/25/13</p>
				<ul style="list-style-type: none"> • Priority: High • Action: Track • Testify: Yes (Candy Hunter) • Position: Support • Ordinance: Uncertain • Policy: Yes • Fiscal Impact: <p>Candy said will impact Health District, but is necessary.</p> <p>The impact to the County (at a minimum the Health District, Washoe County Social Services) will be the requirement to comply with the licensing body's policy, ensuring that the Board of Medical Examiners and Nevada State Board of Nursing conducted the information sharing and acknowledgement.</p> <p>Additionally, for non</p>	

2013 Legislative Activity Report

DBOH Agenda Item No. 8.E.

BDR or Bill #	Primary Sponsor	Status	Summary	Background/Analysis/Fiscal Impact	Recommendation & Staff Assignment
			<p>exception from reporting for attorneys if they acquired knowledge of abuse or neglect from a client who is the victim and who is in foster care unless the child agrees to the report. Additional sanctions are written for subsequent violations to be punishable as a gross misdemeanor. Finally, the "Safe Haven Law" allowing infants not more than 30 days old to be voluntarily left with a provider of emergency services expands the definition to include a volunteer fire department and any ambulance service holding a permit issued in Nevada.</p>	<p>listed in NRS449.0151 "Medical facility" defined:</p> <p>NRS 449.0151 "Medical facility" defined. "Medical facility" includes:</p> <ol style="list-style-type: none"> 1. A surgical center for ambulatory patients; 2. An obstetric center; 3. An independent center for emergency medical care; 4. An agency to provide nursing in the home; 5. A facility for intermediate care; 6. A facility for skilled nursing; 7. A facility for hospice care; 8. A hospital; 9. A psychiatric hospital; 10. A facility for the treatment of irreversible renal disease; 11. A rural clinic; 12. A nursing pool; 13. A facility for modified medical detoxification; 14. A facility for refractive surgery; 15. A mobile unit; and 16. A community triage center. <p><u>Proposed Text:</u></p> <ol style="list-style-type: none"> 18 (b) Any personnel of a [hospital or similar institution] <i>medical</i> 19 <i>facility licensed pursuant to chapter 449 of NRS who are</i> engaged 20 in the admission, examination, care or treatment of persons or an 21 administrator, manager or other person in charge of [a hospital or 22 similar institution] <i>such a medical facility</i> 	<p>licensed, certified or endorsed personnel providing care to children, the Washoe County Human Resources Representatives in affected departments would be required to inform employees of their duty, obtain a written acknowledgement of the information, and maintain copies. Training would be required, with an anticipated length of 1-2 hours to provide an adequate curriculum.</p> <p>Hearing on 3/13/13 @ 1:30 PM; notified Candy and Steve</p> <p>Hearing on 4/1 @ 12:30 pm</p> <p>Hearing on 4/25/13 @ 3:30 pm; notified Steve and Candy</p>

2013 Legislative Activity Report

BDR or Bill #	Primary Sponsor	Status	Summary	Background/Analysis/Fiscal Impact	Recommendation & Staff Assignment
AB 157	Wheeler, Kirkpatrick, Ellison, Fiore, Martin, Oscarson, Woodbury, Goicoechea, Gustavson, Settlemeyer	Failed to meet 4/12 deadline; no further action allowed.	Revises provisions relating to water furnished by a municipal water system for domestic use in certain counties.	<p>upon notification of</p> <p>23 suspected abuse or neglect of a child by a member of the staff of the</p> <p>24 [hospital.] <i>medical facility.</i></p> <p>Although local health districts, social services agencies, juvenile detention, law enforcement, etc. are not specified in Chapter 449 as a "medical facility," many Washoe County employees fall within the purview of this law as a mandated reporter as in (f) and (j) below:</p> <p>(f) Any person who maintains or is employed by a facility or 33 establishment that provides care for children, children's camp or 34 other public or private facility, institution or agency furnishing care</p> <p>35 to a child.</p> <p>1 (j) Any person who maintains, is employed by or serves as a</p> <p>2 volunteer for an agency or service which advises persons regarding</p> <p>3 abuse or neglect of a child and refers them to persons and agencies</p> <p>4 where their requests and needs can be met.</p> <p>This bill has some things that we would be concerned with if it applied to our jurisdiction but it specifically excludes Clark and Washoe County, so we do not have any comment</p>	<ul style="list-style-type: none"> • Priority: • Action: Monitor Only • Testify: • Position: • Ordinance: • Policy: • Fiscal Impact: • Rec'd Request for Eval – Forwarded to Bob on 2/27; Bob responded and input on 3/1

2013 Legislative Activity Report

BDR or Bill #	Primary Sponsor	Status	Summary	Background/Analysis/Fiscal Impact	Recommendation & Staff Assignment
AB 158	Assemblywoman Olivia Diaz	Passed as Amended, in Senate Committee on HHS	Revises provisions governing the Advisory Council on the State Program for Fitness and Wellness. (BDR 40-455)		<ul style="list-style-type: none"> Priority: No Interest Action: No Interest Testify: Position: Ordinance: Policy: Fiscal Impact: Rec'd Request for Eval - Forwarded to Steve; Steve said no need to track
AB 166	Assembly Committee on Transportation	Eligible for Exemption from 4/12 Deadline -	<p>Revises requirements for the registration of a vehicle that is driven in Nevada by a nonresident who works in Nevada. (BDR 43-707).</p> <p>Requiring vehicles to meet emissions control requirements based on location of employment vs. residence is supported.</p>	<p>Evaluation: The Bill would require nonresidents who employed in the state and operate a motor vehicle on State highways to register the vehicle in Nevada (\$150/yr.) and requires proof the vehicle has been tested for emissions in the state of residence or else requires the vehicle to comply with NV emissions testing law. The improvement of air emissions control achieved by this legislation is expected to be small. However, the bill sets a positive precedent of requiring emissions testing based on location of employment. This would provide a precedent for possible future testing of vehicles of people that are employed in Washoe County and reside in other Nevada counties.</p>	<ul style="list-style-type: none"> Priority: Low Action: Tracking Testify: No Position: Support As Is Ordinance: No Policy: No Fiscal Impact: Rec'd Request for Eval - Forwarded to DDs on 2/26/13; Kevin responded on 3/5; input on 3/6 Hearing on 3/14 at 3:15 pm; Hearing on 4/9 @ 12:00 AM(?) Hearing on 4/11 @ 3:15 pm; notified Kevin on 4/11 @ 9:00 am

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BDR or Bill #	Primary Sponsor	Status	Summary	Background/Analysis/Fiscal Impact	Recommendation & Staff Assignment
AB 167	Assembly Committee on Transportation	Eligible for Exemption from 4/12 Deadline -	<p>Revises requirements for the registration of certain vehicles</p> <p>Requiring vehicles owned by nonresidents to meet emissions control requirements if used in Nevada for the business of the owner.</p>	<p>Background: The Bill would require nonresident owners of vehicles that are used for business purposes in Nevada to register the vehicle in Nevada (at fixed cost) and requires proof of the vehicle has been tested for emissions in the state of residence of the owner or else requires the vehicle to comply with NV emissions testing law. The improvement of air emissions control achieved by this legislation is expected to be small. However, the bill sets a positive precedent of requiring emissions testing based on location of vehicle use. This would provide a precedent for possible future testing of vehicles of owners that are not residents of Washoe County but are used for business purposes in Washoe County.</p>	<p>Priority: Low</p> <p>Action: Tracking</p> <p>Testify: No</p> <p>Position: Support As Is</p> <p>Ordinance: No</p> <p>Policy: No</p> <p>Fiscal Impact:</p> <p>Rec'd Request for Eval - Forwarded to DDs on 2/26/13; Kevin responded on 3/6; input on 3/7; Hearing on 3/14 @ 3:15 pm; Hearing on 4/11 @ 3:15; notified Kevin on 3/11 @ 9 am</p>
AB 168	Assemblywoman Maggie Carlton	Amended; Ready for Second Reading	<p>Requires the membership of each county advisory board to manage wildlife to include one qualified member who represents the interests of the general public.</p>		<p>Priority:</p> <p>Action: No Interest</p> <p>Testify:</p> <p>Position:</p> <p>Ordinance:</p> <p>Policy:</p> <p>Fiscal Impact:</p> <p>Rec'd Request for Eval - Forwarded to DDs on 2/26/13; Bob replied 2/27</p>

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BDR or Bill #	Primary Sponsor	Status	Summary	Background/Analysis/Fiscal Impact	Recommendation & Staff Assignment
AB 176	Primary Sponsor(s): Richard Carrillo Assemblyman Andy Eisen Co-Sponsor(s): Assemblyman Ira Hansen Assemblyman Harvey Munford	Read second time. Amended	Revises provisions relating to the emissions testing of certain consigned vehicles. (BDR 40-964) Removes requirement for emissions testing of vehicles prior to sale at consignment auctions and places testing requirement on buyer prior to registration.	Evaluation: Bill relieves vehicle consignment auctioneers, for live auctions with auctioneers verbally calling for and accepting bids, from emissions testing requirements for the vehicles prior to sale when certain conditions are met. Emissions testing is required of buyer prior to vehicle registration.	<ul style="list-style-type: none"> Priority: Low Action: Tracking Testify: No Position: Not Opposed; Neutral Ordinance: No Policy: No Fiscal Impact: <p>Hearing set for 3/12/2013 at 3:15 pm.</p> <p>Rec'd Request for Eval – Forwarded to DDs on 2/28/13; Kevin replied on 3/6; input on 3/7.</p> <p>Rec'd Req for Eval on Amendment on 4/16; forwarded to Kevin on 4/18</p>
AB 177	Assembly Committee on Transportation	Failed to meet 4/12 deadline; no further action allowed.	Revises provisions governing the use of safety belts in taxicabs. (BDR 43-994)	We should avoid taking a position and our comment could be... According to the World Health Organization seat belts have been credited with saving more than one million lives, and is widely considered among the most cost-effective public health interventions. The Washoe County Health District supports the use of seat belts and encourages all of Nevada's residents and guests to use proper seatbelts when traveling in private vehicles or taxi cabs.	<ul style="list-style-type: none"> Priority: Low Action: Tracking Testify: No Position: Comment Only Ordinance: No Policy: No Fiscal Impact: <p>Rec'd Request for Eval – Forwarded to DDs on 2/28/13</p>

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BDR or Bill #	Primary Sponsor	Status	Summary	Background/Analysis/Fiscal Impact	Recommendation & Staff Assignment
AB 200	<p>Primary Sponsor(s): Assemblyman Crescent Hardy Assemblyman Tom Grady Assemblywoman Maggie Carlton Assemblyman Pat Hickey Assemblyman James Oscarson Senator Joseph Hardy Co-Sponsor(s): Assemblyman Randy Kirner Assemblyman Peter Livermore Assemblyman Jim Wheeler Senator Barbara Cegavske</p>	<p>First reprint placed on Chief Clerk's desk.</p>	<p>Revises provisions relating to food establishments. (BDR 40-129) Farm to Fork</p>	<p>In negotiations. – Attending Hearings</p> <p>We are not in support of the bill as amended. We agreed to support the bill at the first hearing with proposed amendments that all parties agreed to. New amendments were proposed that we are not allowed to comment on that we did not agree with. The bill as it is written now will allow very risky food processing on farms with no over-site from Health Authorities. These products could then be sold to the public. The types of processes involved we would provide very close oversight on if they occurred in permitted establishments.</p>	<ul style="list-style-type: none"> • Priority: High • Action: • Testify: • Position: • Ordinance: • Policy: • Fiscal Impact: <p>Rec'd request for evaluation on 3/5/2013; forwarded to Bob on 3/5;</p> <p>Hearing scheduled for 3/20 @ 1:30 pm; Room 3138</p> <p>Hearing scheduled for 4/8 @ 12:30; forwarded to Bob and Dr. Iser</p> <p>Req for Eval on Amended rec'd 4/15; forwarded to Bob on 4/16; input on 4/18</p>
AB 215	<p>Assemblyman James Ohrenschaal</p>	<p>Notice of eligibility for exemption.</p>	<p>Provides for the collection and application of graywater for a single-family residence. (BDR 40-3)</p>	<p>Allows for graywater sewage disposal systems to be installed without permits.</p> <p>May directly affect us. We already have regulations in place for these and they do require permits, and we would not allow this in areas that are sewer.</p> <p>The bill may or may not apply to Health Districts, depends on interpretation. It appears to allow for graywater systems anywhere, even those on sewer. We look at surface application</p>	<ul style="list-style-type: none"> • Priority: High • Action: Tracking • Testify: Yes (Iser, Sack, Tyre) • Position: Support if Amended • Ordinance: Uncertain • Policy: Uncertain • Fiscal Impact: Uncertain

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DBOH Agenda Item No. 8.E.

BDR or Bill #	Primary Sponsor	Status	Summary	Background/Analysis/Fiscal Impact	Recommendation & Staff Assignment
AB 255	Assemblyman Peter Livermore Assemblyman Pat Hickey Assemblyman John Hambrick	Passed; In Senate Committee on HHS	Provides for an audit concerning the use by the Department of Health and Human Services of certain assessments paid by counties to the Department. (BDR S-191)	of sewage as an unsafe disposal method of sewage. This bill allows for that even in an urban environment.	<p>Rec'd request for eval on 3/8 – forwarded to Bob and Paula 3/8; rec'd 3/19; input 3/19</p> <p>Hearing 3/27 @ 1:30 – Bob and Dr. Iser attended</p> <p>Hearing on 4/10/2013 @ 1:30 PM</p> <p>Hearing on 4/12/2013 @ 12:30; notified Bob and Dr. Iser</p> <ul style="list-style-type: none"> • Priority: Low • Action: Monitor • Testify: No • Position: Neutral • Ordinance: No • Policy: NO • Fiscal Impact: <p>Rec'd request for eval on 3/15 – forwarded to DDs on 3/15; entered comments on 3/18</p>
AB2 267	Assemblywoman Ellen Spiegel	Failed to meet 4/12 deadline; no further action allowed.	Revises certain provisions governing publication of legal notices and legal advertisements. (BDR 19-730).	<p>This change allows for Internet posting of legal notices vs. newspaper posting.</p> <p>Each legal notice costs the Health District \$395; we normally do 6 – 8 per year.</p>	<ul style="list-style-type: none"> • Priority: High • Action: Track • Testify: No • Position: Support, If corrected • Ordinance: No • Policy: Yes • Fiscal Impact: Yes

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BDR or Bill #	Primary Sponsor	Status	Summary	Background/Analysis/Fiscal Impact	Recommendation & Staff Assignment
AB 269	<p>Primary Sponsor(s): Assemblywoman Melissa Woodbury Senator Joseph Hardy Co-Sponsor(s): Assemblyman Paul Anderson Assemblyman John Ellison Assemblywoman Michele Fiore Assemblyman John Hambrick Assemblyman Crescent Hardy Assemblyman Randy Kirner Assemblyman Peter Livermore Assemblyman Jim Wheeler</p>	Failed to meet 4/12 deadline; no further action allowed.	Requires the State Environmental Commission to adopt regulations relating to certain disposal sites for solid waste. (BDR 40-773)	Fiscal Impact:	<p>Rec'd request for eval on 3/18 – forwarded to DDs on 3/18; Input on 3/25</p> <ul style="list-style-type: none"> • Priority: • Action: Monitor • Testify: • Position: • Ordinance: • Policy: • Fiscal Impact: • Rec'd Fiscal Note Request on 3/15; forwarded to Bob on 3/15 • Rec'd request for eval on 3/18 – forwarded to Bob, Paula, and Joe on DDs on 3/18
AB 316	<p>Primary Sponsor(s): Assemblywoman Marilyn Dondero Loop Assemblyman Michael Sprinkle Assemblywoman Marilyn</p>	Amended; to printer.	Revises provisions governing medical records. (BDR 40-233)	Amendments do not change stance on the bill.	<ul style="list-style-type: none"> • Priority: Low • Action: Tracking • Testify: No • Position: Support As Is • Ordinance: No • Policy: No • Fiscal Impact: • Rec'd Req for Eval on

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DBOH Agenda Item No. 8.E.

BDR or Bill #	Primary Sponsor	Status	Summary	Background/Analysis/Fiscal Impact	Recommendation & Staff Assignment
	Kirkpatrick				<ul style="list-style-type: none"> • 3/19; forwarded to Steve, Candy, and Stacy on 3/19 • Rec'd Req for Eval on Amendment on 4/16; forwarded to Steve, Candy, and Stacy.
AB 337	Assemblywoman Maggie Carlton	Passed; Referred to Senate Committee on Education	Encourages public schools to establish and participate in programs that promote the consumption of fresh fruits and vegetables by children.	AB 337 is advisory. It does not create mandates or requirements, but encourages schools, boards of trustees, superintendents, and principals to establish and participate in programs that promote the consumption of fresh fruits and vegetables.	<ul style="list-style-type: none"> • Priority: Low • Action: Monitoring • Testify: Yes, Seals • Position: Support • Ordinance: No • Policy: No • Fiscal Impact: No • Rec'd Req for Eval on 3/19; forwarded to Steve, Candy, and Stacy on 3/19
AB 354	Primary Sponsor(s): Assemblywoman Olivia Diaz Assemblyman David Bobzien Co-Sponsor(s): Assemblywoman Peggy Pierce Assemblywoman Heidi Swank	Notice of Eligibility for exemption.	Prohibits the use of certain chemicals in various consumer products.		<ul style="list-style-type: none"> • Priority: • Action: Monitor Only • Testify: • Position: • Ordinance: • Policy: • Fiscal Impact: • Rec'd Req for Eval on 3/19; forwarded to Bob, Paula, and Joe

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BDR or Bill #	Primary Sponsor	Status	Summary	Background/Analysis/Fiscal Impact	Recommendation & Staff Assignment
AB 362	<p>Primary Sponsor(s): Assemblyman Lynn Stewart Co-Sponsor(s): Assemblyman Pat Hickey Assemblyman Harvey Munford</p>	Committee on Ways and Means	Provides for the establishment of the HIV/AIDS Drug Donation Program. (BDR 40-757)		<ul style="list-style-type: none"> • Priority: • Action: • Testify: • Position: • Ordinance: • Policy: • Fiscal Impact: • Rec'd Req for Eval on 3/19; forwarded to Steve, Candy, and Stacy on 3/19
AB 374	<p>Primary Sponsor(s): Assemblyman David Bobzien Senator Ruben Kihuen Senator Debbie Smith Senator Tick Segerblom Senator David Parks</p>	Second reading; amended.	Revises provisions relating to the authority of a board of county commissioners to regulate certain assemblies, events or activities. (BDR 20-520)		<ul style="list-style-type: none"> • Priority: • Action: • Testify: • Position: No Interest • Ordinance: • Policy: • Fiscal Impact: • Rec'd Req for Eval on 3/19; forwarded to Bob, Paula, and Joe – No Interest
AB 379	<p>Primary Sponsor(s): Assemblyman John Ellison Co-Sponsor(s): Assemblywoman Michele Fiore Assemblyman John Hambrick Assemblyman Ira Hansen Assemblyman</p>	Second reading; amended.	Revises provisions governing the disposal of abandoned recreational vehicles. (BDR 43-593)	We support it but not a level that we would do much work on it. Bob will go to the hearing and see what discussion there is.	<ul style="list-style-type: none"> • Priority: Low • Action: Monitor • Testify: No • Position: • Ordinance: • Policy: • Fiscal Impact: • Rec'd Req for Eval on 3/21; sent to Bob • Rec'd Req for Eval on 3/19; forwarded to Bob, Paula, and Joe

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DBOH Agenda Item No. 8.E.

BDR or Bill #	Primary Sponsor	Status	Summary	Background/Analysis/Fiscal Impact	Recommendation & Staff Assignment
AB 408	James Oscarson	In Committee; Notice of eligibility for exemption.	Revises provisions governing business impact statements prepared by state agencies and governing bodies of local governments. (BDR 18-416)	<p>The additional requirements for making a concerted effort to determine the business impacts of a proposed rule, in addition to the existing requirement of requesting information on these potential impacts from the affected business community, may significantly increase costs of and time required for rulemaking. This may require an economist to be added to staff or for professional services to be obtained. Any regulation adopted may be subject to court action to declare a rule void upon determination that the business impact statement is inaccurate, incomplete or did not adequately consider or significantly underestimated the economic impact on small business. These terms are not defined and ambiguous and can facilitate challenges of an agency action just on the basis of the ambiguous nature of the terms.</p> <p>The bill is procedurally redundant in that federal and state laws already contain mechanisms including workshops and hearings that allow for public participation and commenting, should any individual or business perceive an undue financial or otherwise hardship as a result of regulatory enactment. The proposed bill may impose undue interruptions and delays in the regulatory implementation process. Any significant delays could lead to considerable legal ramifications including federally imposed sanctions.</p>	<ul style="list-style-type: none"> Hearing on 4/2 @ 3:15 PM; Bob will attend Rec'd Req for Eval on Amendments on 4/16; forwarded to Bob on 4/18 <ul style="list-style-type: none"> Priority: High Action: Track Testify: Yes; Kevin Dick Position: Oppose Ordinance: No Policy: Yes Fiscal Impact: Requested tracking through Washoebills on 3/29; emailed to DDs on 4/2

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BDR or Bill #	Primary Sponsor	Status	Summary	Background/Analysis/Fiscal Impact	Recommendation & Staff Assignment
				<p>Background/Analysis/Fiscal Impact</p> <p>The bill may delay adoption of federal regulations that businesses depend on the Health District to implement. Since time frames for attaining ambient air quality standards are defined in the Clean Air Act, with penalties including loss of federal highway funding and ceding of program control to the EPA, agencies may find that the only real practical solution is to propose federal minimum requirements in State Implementation Plans, even where more control is needed, thereby avoiding the legal challenge provided in the bill, but increasing the potential for the air quality plan to ultimately fail. The resulting time and cost of revising a failed plan plus the potential impact of continued exposure of the public to levels of pollution over the health based standards may also be significant.</p> <p>In addition to notifying the business community potentially affected by a proposed rule that they may submit data or arguments as to whether the rule will impose significant economic burden upon a business or directly restrict formation, operation or expansion of a business (as is currently the case), the bill requires that the governing body or its designee make a concerted effort to determine whether the proposed rule will impose these conditions. The reasons for the conclusions of the business impact are required to be stated, and the chief legal officer for the governing body of the local government must certify that the information contained in the statement was prepared properly and accurately.</p> <p>4/10 Update - It's scheduled for a working session tomorrow so the committee should</p>	

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BDR or Bill #	Primary Sponsor	Status	Summary	Background/Analysis/Fiscal Impact	Recommendation & Staff Assignment
AB 449	Assembly Committee on Ways and Means	Exempt; In Committee	Revises the use of certain proceeds received for purposes relating to vital statistics. (BDR 40-1139).	<p>either pass it or vote it down. Mr. Dick will not attend and there isn't much opportunity for testimony at that point. Two amendments were offered at the April 1 hearing. They would eliminate the small business petition and appeal provision which was a significant concern with the Bill. However, the amendments would also require that a regulation could not be adopted until at least 48 hours after a hearing. If that becomes law DBOH could no longer adopt regulations on the day Public Hearings are held. Fiscal notes show concerns that agencies don't have the costs for compliance in their budgets. That may doom it.</p> <p>Existing law requires that money collected pursuant to provisions of NRS 440 must be used for certain purposes but any other proceeds accruing to the State must be forwarded to the general fund. This bill provides that such proceeds may instead be used by the Health Division to carry out the provisions of NRS 440 and related regulations. The bill also removes the provision which authorizes the Health Division to maintain a bank account for the purpose of refunding overpayments of fees for vital statistics.</p> <p>This bill does not appear to have any direct impact on Washoe County.</p>	<ul style="list-style-type: none"> • Priority: • Action: Monitor • Testify: • Position: Comment Only • Ordinance: No • Policy: No • Fiscal Impact: <p>Hearing on 4/11 @ 3:30 pm</p> <p>Req for Eval on Amend rec'd on April 17; emailed to Randy on 4/18</p>
AB 487 - BDR 40-120;	Assembly Committee on Natural Resources, Agriculture, and	Passed; Referred to Senate Committee on	Makes various changes relating to recycling.	<p>*This will have minimal cost to the Health District as an agency. It would require minor changes to our Waste Management Plan and our Solid Waste Regulations. There will be cost to the general public, with additional fees for</p>	<ul style="list-style-type: none"> • Priority: Low • Action: Monitor • Testify: Yes; Dr. Iser • Position: Oppose • Ordinance: No

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BDR or Bill #	Primary Sponsor	Status	Summary	Background/Analysis/Fiscal Impact	Recommendation & Staff Assignment
	Mining	Natural Resources.		garbage service to reach this goal.	<ul style="list-style-type: none"> • Policy: Yes • Fiscal Impact: Yes <p>Rec'd request for Fiscal Note on 3/27 due 4/1; forwarded to Bob on 3/27; sent 4/2;</p> <p>Hearing set for 4/4 @ 12:00 pm</p>
SB 4	Senate Committee on Health and Human Services	Passed as amended; referred to Assembly Committee on HHS		Revises provisions governing the testing of a person or decedent who may have exposed certain public employers, employees or volunteers to a contagious disease. (BDR 40-265)	<ul style="list-style-type: none"> • Priority: • Action: • Testify: • Position: • Ordinance: • Policy: • Fiscal Impact: <p>Rec'd notice of committee meeting on 2/23/2013; forwarded to Randy and Joe</p>
SB 53	Health and Human Services	Passed, title approved; Referred to Assembly Committee on Health and Human Services	<p>Revises various provisions relating to vital statistics (BDR 40-312)</p> <p>This bill allows release of birth certificates 12.5 years after the date of birth and death certificates 50 years after the date of death. It also makes various changes that should only impact the state office of vital records. The bill also modernizes existing language and allows for the use of electronic record keeping that is already largely in place. Finally, the bill allows cases where deaths occur</p>	<p>The bill primarily cleans up and modernizes existing language and should be supported.</p> <p>The Washoe County Vital Records Office will need to change procedures for the release of certificates to be consistent with the new statutory language.</p> <p>Senate HHS Committee Recommends Passage on 3/8.</p>	<ul style="list-style-type: none"> • Priority: Low • Action: Track • Testify: No • Position: Support • Ordinance: No • Policy: Yes • Fiscal Impact: • Hearing 3/5/2013 - @ 3:30 pm; • Hearing 3/7/2013 @ 3:30 pm • 2/8 — Steve Gilbert, Supervisor for Vital Records, NSHD, they are not

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BDR or Bill #	Primary Sponsor	Status	Summary	Background/Analysis/Fiscal Impact	Recommendation & Staff Assignment
SB 65	Natural Resources	Second reading; amended; first reprint.	<p>without medical attendance to be referred directly to the coroner's office and shortens the time frame for filing certificates that require implementation of delayed filing procedures.</p> <p>Revises provisions relating to public water systems and certain laboratories. (BDR 40-349)</p>		<p>currently anticipating any opposition to the bill. Rec'd and input Randy's comments on 2/14</p> <ul style="list-style-type: none"> • Hearing on 3/5 <ul style="list-style-type: none"> • Priority: • Action: Tracking • Testify: • Position: • Ordinance: • Policy: • Fiscal Impact: <p>Hearing – 3/7/2013 @ 13:30 PM Room 2144; Hearing on 3/13 @ 9:00 am</p> <ul style="list-style-type: none"> • Rec'd Req for Eval – 4/18; forwarded to Bob on 4/18/13
SB 67	Senate Committee on Revenue and Economic Development	In Committee; exemption effective.	Revises provisions relating to tobacco. (BDR 32-404)		<ul style="list-style-type: none"> • Priority: • Action: Monitoring • Testify: • Position: • Ordinance: • Policy: • Fiscal Impact:

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BDR or Bill #	Primary Sponsor	Status	Summary	Background/Analysis/Fiscal Impact	Recommendation & Staff Assignment
SB 69	Health and Human Services	Failed 4/12/13 deadline; No action	<p>Revises provisions governing advanced practitioners of nursing. (BDR 54-549)</p> <p>This bill reflects a national trend to move away from the mandatory collaborative physician/Advanced Practitioner of Nursing relationship. However, it does not indicate that a collaborative relationship cannot be maintained, so it provides flexibility for the variety of settings that APNs practice.</p>	<p>Supplemental information from the NAC: 632 – Nursing related to practice for certificate vs. masters prepared APNs. Certificate APNs are required to provide documentation of 1000 hours of practice before receiving approval to prescribe dangerous drugs and devices.</p> <p>A concern from the Washoe County Health District is that the certificate prepared Advanced Practitioners of Nursing would be impacted in some way. The certificate graduates were grandfathered into practice when APN licensure changed to require a Masters degree.</p> <p>The Washoe County Health District (WCHD) has three certificate graduates; if their practices were somehow limited by a decision by the Board of Nursing it would dramatically impact safety net core public health services provided at the WCHD.</p> <p>Proposed Amendment: Amend to include both certificate and Masters prepared APNs.</p>	<ul style="list-style-type: none"> • Priority: High • Action: Tracking • Testify: Yes (Stacy Hardie or Steve Kutz) • Position: Support If Amended • Ordinance: Uncertain • Policy: Yes • Fiscal Impact: <p>Rec'd Request for Eval on 2/26; sent to Steve and Stacey on 2/26; rec'd comments and input on 3/1/2013.</p>
SB 74	Senator Tick Segerblom	Amended; first reprint.	Revises various provisions relating to public records. (BDR 19-211)		<ul style="list-style-type: none"> • Priority: High • Action: Tracking • Testify: No • Position: Oppose • Ordinance: Unknown • Policy: Yes • Fiscal Impact: Yes • Hearing: 2/11/13 @ 1:30 pm • Hearing: 2/20/13@1:30

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BDR or Bill #	Primary Sponsor	Status	Summary	Background/Analysis/Fiscal Impact	Recommendation & Staff Assignment
SB 80	Senator Settelmeyer	Read first time; Committee on HHS	Makes various changes to provisions governing dairy products and dairy substitutes.	We would defer to the Dairy Commission. I think anything that strengthens their enforcement for health and safety is good; I dislike that they would do both dairy product promotion and regulate as well. That is, at a national level, one of the differences between USDA (which does both functions) and FDA (which regulates but doesn't promote).	<p>pm rm. 2135</p> <ul style="list-style-type: none"> • Forwarded to all DDs on 1/23/2013; Randy and Steve commented on 2/6 • Rec'd Req for Eval on Amendment on 4/16; forwarded to DDs on 4/18 <p>Amendment does not change impact for CCHS</p> <ul style="list-style-type: none"> • Priority: • Action: • Testify: • Position: • Ordinance: • Policy: • Fiscal Impact: • Joe rec'd email from Larry Mathias; Joe replied; ask Larry and John their thoughts.
SB 92	Senate Committee on Health and Human Services	Second reading; amended	<p>Makes certain changes related to the health of infants. (BDR 40-529)</p> <p>Revises NRS 442.008 requiring infants be tested for critical congenital heart disease; providing an exception for written parental objection; and notification of both state and local health officers.</p>	<p>BDR revised 2/11; no material change to the Health District. (BDR 40-429)</p> <p>This bill requires any healthcare provider who attends a birth to examine the infant for critical congenital heart disease. They must at least use pulse oximetry in conducting the examination. Any positive results must be reported to the</p>	<ul style="list-style-type: none"> • Priority: Low • Action: Track • Testify: No • Position: Comment Only • Ordinance: NA • Policy: NA • Fiscal Impact: No

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BDR or Bill #	Primary Sponsor	Status	Summary	Background/Analysis/Fiscal Impact	Recommendation & Staff Assignment
SB 100	Senate Committee on Health and Human Services	Passed as amended; referred to Assembly Committee on HHS	Revises provisions relating to certain providers of emergency medical services. (BDR 40-501)	<p>State Health Officer and the Local Health Officers of the jurisdictions of both the birth and the mother's residence. They must discuss the condition and the treatment options with the parents.</p> <p>This bill as submitted does not appear to impose any duty on local public health other than to simply receive the reports. It does not appear to require that the reports be retained nor does it appear to require any action on the part of the local entity in response to the report. The only possible caveat would be the provision for the State Board of Health to promulgate regulations that might programmatically and/or fiscally impact local public health.</p>	<p>Requested Comments on SB 92 on 2/12; forwarded to Dr. Todd; rec'd and input on 2/12</p> <p>Submitted Fiscal Notes prepared by Dr. Todd on 1/23 @ 9:25 am;</p> <p>Hearing on 3/19 @ 3:30; emailed Randy in case he wanted to follow</p> <p>Resubmitted Fiscal Notes w/o changes on 2/12/2013.</p>
			<p>This bill changes the definitions of EMT, EMT intermediate, and EMT advanced to EMT, EMT advanced, and Paramedic respectively. It also ties training standards for these to the US Department of Transportation.</p> <p>This bill as submitted would not have an impact on the Health District unless it is amended or other legislation is adopted that would give EMT licensing and certification authority back to Washoe County. Currently, the State does this function in any county with a population less than 700,000.</p> <p>The proposed amendment No.21 does not appear to have any impact on the Health District</p> <p>Given that the main intent of the bill is to standardize definitions and training to those at</p>	<ul style="list-style-type: none"> • Priority: Low • Action: Tracking • Testify: No • Position: Comment Only • Ordinance: No • Policy: No • Fiscal Impact: None for the Health District <p>Hearing on 2/21 @3:30 Room 2149</p> <p>Dr. Todd provided comments on 2/13 and they were input on 2/13.</p> <p>Forwarded to Dr. Todd, Stacey, and Dr. Joe. On 2/12/2013</p>	

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BDR or Bill #	Primary Sponsor	Status	Summary	Background/Analysis/Fiscal Impact	Recommendation & Staff Assignment
SB 116	Senator Joseph Hardy	Failed to meet 4/12 deadline; no further action allows.	Provides for establishment of electronic death registry system. (BDR 40-832).	<p>the national level, there would appear to be no reason to oppose this legislation.</p> <p>Dr. Iser was notified by Pat Irwin of the existence of this bill; added to Washoe Bills on 2/12/2013</p>	<p>Hearing on 3/5/2013 @ 3:30; notified Dr. Todd and Stacy Akurosawa 3/1/2013</p>
			<p>This is fundamentally a good idea. It should theoretically save time and effort for funeral homes that currently have to physically collect these statements and deliver them to the health department. The state already has an electronic death registry. However, this bill does not appear to provide any fiscal appropriation that would allow the system to be upgraded so that it does not slow down when a host of new medical users need to log in. Nor does it provide resources to train the new medical users in the use of the system. New untrained users and system performance degradation could negatively impact work flow in the Washoe County Vital Records office.</p> <p>The primary concern with this bill is that the existing electronic death registry is sometimes very slow. Adding additional users without appropriation of funds to upgrade the system will likely result in lower work productivity in local vital record offices including Washoe County. LCB staff should work with the Nevada State Health Division to develop a realistic cost estimate for necessary system upgrades and training.</p> <p>The bill should be amended to include an appropriation of funds that would allow the Nevada State Health Division to upgrade the current server housing the existing electronic</p>	<ul style="list-style-type: none"> • Priority: High • Action: Tracking • Testify: Yes - Todd • Position: Support if Amended • Ordinance: No • Policy: N/A • Fiscal Impact: <p>Received Request for Evaluation on 2/14; forwarded to Dr. Todd; input Dr. Todd's Comments on 2/14/2013.</p>	

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BDR or Bill #	Primary Sponsor	Status	Summary	Background/Analysis/Fiscal Impact	Recommendation & Staff Assignment
SB 147	Senator Donald Gustavson	Failed to meet 4/12 deadline; no further action allows.	<p>Revises provisions governing the frequency of required inspections of the emissions of certain motor vehicles (BDR 40-427).</p> <p>Changes vehicle smog check to every other year, increases new vehicle exemption to 4 years, and doubles smog certificate fee to \$12.</p> <p>Increases emissions of ozone precursors, potential for adverse health impacts, not compliant with SIP, reduces Air Quality revenue.</p> <p>Will require revisions to the Washoe (and Clark) County portions of State Implementation and Maintenance Plans to be prepared, noticed to the public with hearings, approved by the local governing Board, and submitted through the State of Nevada to the U.S. Environmental Protection Agency. May require additional control measures and regulations to be developed to reduce emissions from other ozone precursor sources such as construction equipment, and for these control measures to be incorporated into the revised federally enforceable SIPs. The Washoe (and) Clark</p>	<p>death registry so that it can accommodate a large number of additional users without performance degradation. Funding should also be provided to allow for development of an online training for physicians to utilize as they learn to use the system.</p> <p>The State vehicle inspection and maintenance program is a required element of the U.S. EPA approved and federally enforceable State Implementation Plan for attainment of health-based National Ambient Air Quality Standards. The proposed changes will result in increases in ozone precursor emissions from motor vehicles registered in Washoe and Clark Counties. The changes are to cut the frequency of vehicle emissions testing from every year, to every two years, and to extend the new vehicle exemption from emissions testing.</p> <p>Clark County is currently not attaining the existing ozone standard of 75 parts per billion (ppb). EPA is in the process of revising the ozone standard based on new scientific evidence of the health effects of ozone on human health and vegetation. A strengthened revised ozone NAAQS is scheduled to be finalized in late 2014. EPA previously proposed for the standard to be set in the range of 60 to 70 ppb. Based on current existing ambient air monitoring data, Clark County will be out of attainment with a standard set in this range. If the standard is set at 65 ppb or below Washoe County will be out of attainment with the standard.</p> <p>Sensitive populations such as children, the elderly, pregnant women, and people with</p>	<ul style="list-style-type: none"> • Priority: High • Action: Track • Testify: Yes - Kevin Dick or Dan Inouye • Position: Oppose • Ordinance: Uncertain • Policy: Yes • Fiscal Impact: Yes • Received Request for Evaluation on 2/19; forwarded to Kevin on 2/19/2013; rec'd response on 2/22 after 5 pm; input on 2/26 • Hearing on 3/14/2013 - @ 1:30 PM - Kevin will present

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BDR or Bill #	Primary Sponsor	Status	Summary	Background/Analysis/Fiscal Impact	Recommendation & Staff Assignment
			<p>County portions of Nevada will be out of compliance with the federally enforceable SIP until the revisions are approved by EPA (if EPA is able to approve the revisions).</p>	<p>asthma, COPD, or other lung diseases are particularly susceptible to health impacts from elevated ozone levels which can decrease lung function, cause inflammation of the airways, and exacerbate asthma and other lung diseases. People exercising or otherwise exerting themselves are also susceptible to health effects from elevated ozone levels.</p> <p>The legislation will reduce revenue to the Washoe (and Clark) County air pollution control agencies by one dollar per vehicle exempted through the additional new vehicle exemption period from the emissions testing program. It will also eliminate funds from the DMV excess reserve grants provided to the local air agencies since the reduced number of new vehicles being tested will eliminate funds from the excess reserve account.</p> <p>Fiscal Impact: Reduced revenue – FY13/14 – (\$244,386); FY14/15 – (\$244,386); and Effect on Future Biennia – (\$488,772)</p> <p>The BDR will: 1) Increase the exemption period for the initial emission inspection of a new passenger car or new light-duty motor vehicle from 2 years to 4 years; 2) reduce the frequency of subsequent inspections of a passenger car or light-duty motor vehicle from every year to every other year, and 3) increases the certificate fee from \$6 to \$12. Each vehicle passing the emission inspection will be issued a \$12 certificate of which the Washoe County Health District (WCHD) will receive \$2. The BDR will have a negative fiscal impact by exempting vehicles 3 and 4 years old from the emission inspection program. In Washoe County, there</p>	

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BDR or Bill #	Primary Sponsor	Status	Summary	Background/Analysis/Fiscal Impact	Recommendation & Staff Assignment
SB 148	Senator David Parks	Committee on Natural Resources	<p>Revises provisions governing the Pollution Control Account (BDR 40-448)</p> <p>Replaces DMV Excess Reserve Grant funding and process with direct allocation of excess reserve funds to local air pollution control agencies.</p>	<p>Provides direct allocation of DMV Excess Reserve Air Pollution Control funds to local agencies, eliminating cost burden of grant program.</p> <p>The bill replaces the current distribution of excess reserve funds to local agencies through a grant program with a direct allocation of those funds to air agencies. It eliminates an unnecessarily burdensome process requiring development of a grant proposal and budget, review by the State Advisory Committee for Emissions from Motor Vehicles, approval of the Nevada Division of Environmental Protection, the Division of Motor Vehicles, Interim Finance Committee, and the Board of Examiners. It also eliminates quarterly reporting requirements, as well as review and approval requirements for budget allocations or one-year extensions of grant funds.</p>	<p>are 30,193 meeting these criteria for which the air pollution control agency would receive \$2 per vehicle without the exemption... The BDR will also eliminate the excess reserve fund of the pollution control account. The average excess reserve fund that the WCHD received over the three most recent years was \$184,000. Future impacts were based on no increase in new passenger car and light-duty vehicle sales. Future revenue reductions are anticipated to be greater because of the decline of new vehicle purchases since the recession and the pent-up demand for new vehicle purchases moving forward. This will lead to additional lost revenue from the initial 4 year exemptions,</p>
					<ul style="list-style-type: none"> • Priority: High • Action: Track • Testify: Yes (Dan or Kevin) • Position: Support • Ordinance: Uncertain • Policy: Yes • Fiscal Impact: Yes • County requested Fiscal Note on 2/12; deadline 2/19; forwarded to Kevin, Eileen, and Joe on 2/12; submitted 2/19 @ 3:00 pm. • Received Request for Evaluation on 2/19; forwarded to Kevin and Eileen on 2/19/2013. Entered Kevin's Comments on 2/26.

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BDR or Bill #	Primary Sponsor	Status	Summary	Background/Analysis/Fiscal Impact	Recommendation & Staff Assignment
				<p>Existing NRS requirements that these funds which result from smog certificate fees in Clark and Washoe County be expended on programs to improve air quality remain in effect. Excessive administrative burden and costs are eliminated.</p> <p>FY 12/13 – (\$0); FY13/14 –(\$2,510); FY14/15 – (\$7,327); Future Biennia –(\$43,430)</p> <p>Fiscal Impact: The BDR will eliminate personnel time and expense associated with preparing grant proposals, quarterly reporting of grant accomplishments, and preparation of submittals to the Advisory Committee, NDEP, and DMV related to proposals, budget reallocation requests, and extension requests. So expenses are reported as negative. The BDR has a positive fiscal impact, expenses are reduced. Financial benefits occur incrementally as the initial proposal development costs, and then reporting and administration costs are reduced over the multi-year cycles of existing grants. Labor savings result from the Air Quality Management Division Director and Health District Fiscal Compliance Officer not having to develop and submit a grant proposal. FY13-14, not having to submit a proposal and administer a grant FY14-15, and not having to develop a proposal and administer multiple grants in future biennia.</p>	

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BDR or Bill #	Primary Sponsor	Status	Summary	Background/Analysis/Fiscal Impact	Recommendation & Staff Assignment
SB 154	Senator Mark Manendo	Read first time. Referred to Committee on Commerce and Labor	Revises certain provisions governing manufactured home parks. (BDR 10-23)		<ul style="list-style-type: none"> • Priority: • Action: No Interest • Testify: • Position: • Ordinance: • Policy: • Fiscal Impact: • Received Request for Evaluation on 2/19; forwarded to Bob on 2/19/2013; rec'd Bob's comment on 2/26; does not affect the Health District
SB 177	Settelmeyer, Hardy, Cegavske, Goicoechea, Gustavson, Hammond, Hutchison, Jones, Kieckhefer, Segerblom, Woodhouse, Wheeler	Second reading; amended	Prohibits a minor from committing certain acts relating to the possession and use of tobacco products. (BDR 5-689)		<ul style="list-style-type: none"> • Priority: • Action: Monitor • Testify: • Position: • Ordinance: • Policy: • Fiscal Impact: • Rec'd Req for Eval on Amendment – on 4/16; forwarded to Kelli on 4/18
SB 183	Primary Sponsor(s): Senator Justin Jones, Senator Pat Spearman, Senator Tick	Second reading; amended	Enacts provisions governing manufacturers of certain electronic devices. (BDR 40-556)		<ul style="list-style-type: none"> • Priority: • Action: No Interest • Testify: • Position: • Ordinance: • Policy: • Fiscal Impact:

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BDR or Bill #	Primary Sponsor	Status	Summary	Background/Analysis/Fiscal Impact	Recommendation & Staff Assignment
	Segerblom Senator Moises Denis Senator David Parks Assemblyman David Bobzien				<ul style="list-style-type: none"> Rec'd Request for Eval on 2/26 – Emailed Kevin and Bob on 2/26/13
SB 206	Primary Sponsor(s): Senator Aaron Ford Senator Ruben Kihuen Senator Moises Denis Senator Justin Jones Senator Debbie Smith Assemblywoman Ellen Spiegel Assemblyman Jason Frierson Assemblyman James Healey Co-Sponsor(s): Senator Kelvin Atkinson Senator Barbara Cegavske Senator David Parks Senator James Settelmeyer Senator Pat Spearman Senator Joyce	Passed as amended; referred to Assembly Committee on HHS	Revises provisions relating to food establishments. (BDR 40-935) – Cottage Industries – exempts certain types of low risk food from having permits if they are prepare din the home.	<p>We have had several discussions with everyone involved in this bill over the last few days. We are in support of the proposed amendments that Senator Ford will be presenting at hearing on March 19.</p> <p>This Bill would allow low risk foods as designated by AFDO to be prepared in the home and exempted from permitting if certain requirements are met. They have to be labeled properly, including a statement saying that they have not been inspected by a Health Authority. In addition, they would have to be direct sales (no phone or internet) and occur at the seller's home or at a permitted farmers market. Would also require them to be registered with the local Health Authority who would then provide them with recommended practices of operation.</p> <p>Senator Ford will be amending.</p>	<ul style="list-style-type: none"> Priority: High Action: Tracking Testify: Yes (Iser, Sack, McNinch, Macaluso) Position: Support If Amended Ordinance: No Policy: Yes Fiscal Impact: Rec'd Request for Eval on 3/4 – Emailed to Bob on 3/5/13; input on 3/18 Hearing on 3/19 @3:30 PM Room 2149; notified Bob on 3/15; Bob and Dr. Iser will attend Hearing on 3/26 @ 3:30 pm; forwarded to Bob on 3/25/13

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BDR or Bill #	Primary Sponsor	Status	Summary	Background/Analysis/Fiscal Impact	Recommendation & Staff Assignment
SB 315	Woodhouse Assemblywoman Irene Bustamante Adams Assemblyman Wesley Duncan	Second reading; amended	Revises provisions relating to health districts organized under NRS 439.362.	NRS 439.362 governs health districts created in jurisdictions with populations over 700,000.	<ul style="list-style-type: none"> • Priority: • Action: Monitoring • Testify: • Position: • Ordinance: • Policy: • Fiscal Impact:
SB 316	Senator Moises Denis	Passed as amended; referred to Assembly Committee on Commerce and Labor	Requires provisions relating to materials recovery facilities. (BDR 54-1067).	It requires contractors to dispose of their demolition waste in a materials recovery facility if there is one within 15 miles. We have one in the area and we have concerns as to whether or not it could handle all this waste and it would be very difficult to enforce	<ul style="list-style-type: none"> • Priority: • Action: Monitoring • Testify: • Position: • Ordinance: • Policy: • Fiscal Impact: Bob attended Senate Commerce and Labor Hearing 3/25 Hearing on 4/1 2013; Bob will attend hearing
SB 318	Senator Joseph Hardy	Second reading; amended	AN ACT relating to insurance; requiring the Legislative Committee on Health Care to conduct an interim study concerning claims, coverage and payments under policies of dental and health insurance; and providing other matters properly relating thereto.		<ul style="list-style-type: none"> • Priority: • Action: • Testify: • Position: • Ordinance: • Policy: • Fiscal Impact:

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BDR or Bill #	Primary Sponsor	Status	Summary	Background/Analysis/Fiscal Impact	Recommendation & Staff Assignment
SB 331		Failed to meet 4/12 deadline; no further action allowed.	Exempts certain home-based businesses from the requirement to obtain a state business license.		<ul style="list-style-type: none"> Rec'd Req for Eval on 4/18; forwarded to Steve Priority: Action: No Interest Testify: Position: Ordinance: Policy: Fiscal Impact: Rec'd Req for Eval on 3/21; sent to Bob; Hearing on 4/2 @ 8:00 am
SB 390	Primary Sponsor(s): Senator Tick Segerblom Assemblyman David Bobzien Assemblyman Skip Daly	In Committee; Notice of eligibility for exemption.	Requires anyone who wants to do hydraulic fracturing to get approval from the Nevada Division of Environmental Protection.	Given the controversy nationwide over "fracking," we believe it is a good idea to have state oversight on this.	<ul style="list-style-type: none"> Priority: Low Action: Monitor Testify: No Position: Support As Is Ordinance: No Policy: No Fiscal Impact: Rec'd Req for Eval on 3/21; sent to Bob Hearing on 4/2 @ 3:15 PM; Bob will attend Hearing on 4/9 @ 1:00 PM; notified Bob
SB 399	Senator Ruben Kihuen	In Committee	Revises provisions relating to special fuels.	Kevin is still trying to determine impacts. 3/29/2013	<ul style="list-style-type: none"> Priority: Low Action: Monitor Testify: No Position: Support As Is Ordinance: No Policy: No

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BDR or Bill #	Primary Sponsor	Status	Summary	Background/Analysis/Fiscal Impact	Recommendation & Staff Assignment
SB 410	Primary Sponsor(s): Senator David Parks Senator Pat Spearman Senator Tick Segerblom Senator Ruben Kihuen Assemblyman James Healey Assemblyman James Ohrenschall	In Committee	AN ACT relating to hypodermic devices; authorizing certain persons to establish a program for the safe distribution and disposal of hypodermic devices and certain other material; providing that the possession of a residual amount of a controlled substance is not a criminal offense in certain circumstances; removing hypodermic devices from the list of paraphernalia that is prohibited for delivery, sale, possession, manufacture or use in this State; providing that hypodermic devices may be sold or furnished without a prescription if not prohibited by federal law in certain circumstances; repealing a provision which makes it a crime to misuse a hypodermic device; and providing other matters properly relating thereto.	The WCHD supports this bill as it is an excellent public health measure that will reduce the spread of communicable diseases that can be spread by blood or body fluids, including HIV, Hepatitis B and Hepatitis C by decriminalizing access to clean syringes. Our Health Officer has been in discussion with Sheriff Haley regarding the law enforcement perspective, and to garner support. WCHD has been a partner of the Nevada Public Health Alliance for Syringe Access, which has been working for the past few years to change legislation to allow access to clean syringes, and will work to set up programs per SB 410. 4/17/2013 – Revisions have been made in agreement with the Sheriff's office and we are able to support with all the revisions.	<ul style="list-style-type: none"> • Fiscal Impact: • Rec'd Req for Eval on 3/21; sent to Kevin • Hearing scheduled on 4/9 @ 1:00 pm; notified Kevin on 4/4 • Hearing on 4/11 @ 1:00 pm; notified Kevin on 4/11 @ 9 am <ul style="list-style-type: none"> • Priority: High • Action: Track • Testify: Dr. Iser, Kutz, J. Howell • Position: Support As Is • Ordinance: No • Policy: No • Fiscal Impact: Rec'd Req for Eval on 3/21; sent to Joe, Steve, Candy and Stacy (Hearing on 4/4 @ 3:30 pm; notified Joe, Steve, and Jen); hearing on 4/10; hearing on 4/11 @ 3:30; notified Joe, Steve, and Jen. Sent Ltr of Support 3/29

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BDR or Bill #	Primary Sponsor	Status	Summary	Background/Analysis/Fiscal Impact	Recommendation & Staff Assignment
SB 442	Senate Committee on Education	Passed as amended; referred to Assembly	Proposes the removal of several school district requirements, including the collection of height and weight data.		<ul style="list-style-type: none"> Priority: Low Action: Monitor Testify: No Position: Support As Is Ordinance: No Policy: No Fiscal Impact: No
SB 448	Senate Committee on Health and Human Services	In Committee	Enacts certain provisions to promote federally qualified health centers; authorizing a county or district hospital to take actions necessary to establish one or more new or existing facilities as federally qualified health centers; and providing other matters properly relating thereto.	<p>This bill is targeted at counties with medically underserved, without access to an FQHC. This bill will allow county or district hospitals to provide public health care services.</p> <p>This bill does not impact Washoe County as we have the Washoe County Health District, and an FQHC – HAWC.</p>	<ul style="list-style-type: none"> Priority: Low Action: Monitor Testify: No Position: Support As Is Ordinance: No Policy: No Fiscal Impact: No <ul style="list-style-type: none"> Rec'd Req for Eval on 3/26; forwarded to Joe and Steve 3/26/13; input on 3/29 Hearing on 4/9 @3:30 pm
SB 449	Senate Committee on Health and Human Services	Second reading; amended	Revises certain provisions relating to the unlawful disposal of solid waste, sewage, or other similar materials. (BDR 40-121)		<ul style="list-style-type: none"> Priority: High Action: Tracking Testify: Yes, if needed, Bob Sack Position: Support Ordinance: Policy: Fiscal Impact: <ul style="list-style-type: none"> Rec'd Req for Eval on 3/26; forwarded to Joe and Bob on 3/26/13

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BDR or Bill #	Primary Sponsor	Status	Summary	Background/Analysis/Fiscal Impact	Recommendation & Staff Assignment
SB 450	Senate Committee on Health and Human Services	Second reading; amended and reprinted	Revises the qualification for certain district health officers. (BDR 40-1081).	This bill would change the qualifications for the Health Officer only for Southern Nevada. It removes the requirement for ten years of management experience and removes the requirement for a master's degree in public health, health care administration, or a related field. We oppose those changes on the grounds that this position requires an understanding of public health and experience in management to be successful. The new requirement, which allows the Health Officer to have 5 years of experience in population-based health care, is not the same as management experience. We do support the change that allows an applicant to be eligible for a license to practice medicine. Recommend that the original wording be kept but allow an applicant to be eligible for a Nevada license. Amended as advised. Support as Amended.	<ul style="list-style-type: none"> • Hearing 4/1 @ 8:00 am • Hearing on 4/9 @3:30 pm; notified Bob on 4/5 • Priority: Low • Action: Monitor • Testify: Yes, Dr. Iser • Position: Support as Amended • Ordinance: No • Policy: No • Fiscal Impact: • Rec'd Req for Eval on 3/26; forwarded to Joe on 3/26/13; Input on 3/29 • Rec'd Req for Eval on 4/18; forwarded to Dr. Iser
SB 453	Senate Committee on Health and Human Services	In Committee	Provides for schools to obtain and administer auto-injectable epinephrine.	Dr. Iser's concern is with Section 4 which requires the Health District to train charter schools. Basically the Health District can support with clarification and definition in Section 4 of what the appropriate role of Health Officers is. Will work with sponsors on this. Dr. Iser did talk with someone working on this bill afterwards, and he suggested taking out any role for Health Officers—Dr. Iser agreed that this would resolve the issue.	<ul style="list-style-type: none"> • Priority: High • Action: Monitor • Testify: Yes, Dr. Iser • Position: Support If Amended • Ordinance: No • Policy: No • Fiscal Impact: No • Rec'd Req for Eval on

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BDR or Bill #	Primary Sponsor	Status	Summary	Background/Analysis/Fiscal Impact	Recommendation & Staff Assignment
SB 485	Senate Committee on Finance	In Committee; Notice of Exemption	Makes various changes concerning governmental financial administration.		<p>3/21; sent to Bob; Hearing on 4/2 @ 8:00 am</p> <ul style="list-style-type: none"> • Dr. Iser testified at 4/4 Hearing • Rec'd Req for Eval on 4/5; forwarded to Dr. Iser; input on 4/10/2013 <p>Priority: Action: No Interest Testify: Position: Ordinance: Policy: Fiscal Impact:</p> <ul style="list-style-type: none"> • Rec'd Req for Eval on 3/26; forwarded to Eileen and Joe on 3/26/13; Eileen said no interest on 4/4
SB 487			Makes various changes related to recycling. (BDR 40-120)		<p>Priority: Action: Testify: Position: Ordinance: Policy: Fiscal Impact:</p> <ul style="list-style-type: none"> • Rec'd Req for Eval on 3/26; forwarded to Bob on 3/29/13 • Hearing on 4/11 at 12:30 pm; forwarded to Bob on 4/5

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BDR of Bill #	Primary Sponsor	Status	Summary	Background/Analysis/Fiscal Impact	Recommendation & Staff Assignment
SJR 9		Passed; In Assembly Committee	<p>Urges the Director of the Bureau of Land Management to expedite the process for approving special recreation permits for certain uses of federal public lands in Nevada. (BDR R – 1008).</p>		<ul style="list-style-type: none"> • Priority: • Action: No Interest • Testify: • Position: • Ordinance: • Policy: • Fiscal Impact: