

**BOARD OF COUNTY COMMISSIONERS
WASHOE COUNTY, NEVADA**

TUESDAY

10:00 A.M.

FEBRUARY 14, 2017

PRESENT:

Bob Lucey, Chair
Marsha Berkbigler, Vice Chair
Vaughn Hartung, Commissioner
Jeanne Herman, Commissioner

Nancy Parent, County Clerk
John Slaughter, County Manager
Paul Lipparelli, Legal Counsel

ABSENT:

Kitty Jung, Commissioner

The Washoe County Board of Commissioners convened at 10:00 a.m. in regular session in the Commission Chambers of the Washoe County Administration Complex, 1001 East Ninth Street, Reno, Nevada. Following the Pledge of Allegiance to the flag of our Country, the Clerk called the roll and the Board conducted the following business:

17-0095 AGENDA ITEM 3 Public Comment.

Tammy Still provided a handout which was placed on file with the Clerk. She brought up the flooding in Lemmon Valley and noted it was her third appearance before the Board with no evidence of action being taken. She alleged the County and the City of Reno violated Washoe County Code 110.416.57 and suggested all new growth should halt until all flooding issues had been addressed. She noted a resident had offered a proposal to relieve flooding but nothing was being done about it.

Colonel John Reed, Retired from the United States Air Force, spoke about the Waste Management (WM) contract, noting he and his wife were out of state when it was put into effect. He mentioned the effort to place their trash for pickup had increased. He stated he had to walk 250 yards down a steep driveway to place his garbage bins; it took him 14 minutes to do so on normal trash days and 28 minutes on recycling days. He asked the Board consider Commissioner Herman's concerns regarding WM's plan for rural residences. He submitted a letter and photographs, which were placed on file with the Clerk.

Mike Thornton, Executive Director of Acting in Community Together in Organizing Northern Nevada (ACTIONN), stated several organizations had attempted to obtain accurate numbers of homeless people who died in 2016. *This is Reno* reported Washoe County confirmed 22 "individuals without fixed addresses" passed away in 2016. According to the Medical Examiner's office, 11 died from accidents, 7 from

natural causes, one from suicide, and three were either pending analysis or undetermined. Mr. Thornton said since housing status was difficult to assess, the number of homeless fatalities could be higher. He blamed the rapid area expansion and lack of corresponding infrastructure for pricing people out of housing. He requested investigations of the 22 deaths and advocated for a Safe Ground where homeless individuals could live and access sanitation, WM services, and police protection.

Vicky Maltman, Sun Valley resident, spoke about several topics. She expressed concern about four-wheeled vehicles going through County ditches near Lupin Drive in Sparks and mentioned the noise and exacerbation of flooding issues these drivers caused. She stated WM had not picked up the single-stream container even after they admitted she should not have received one. She talked about properties in Sun Valley with debris in their yards and requested a remedy for that issue.

Elise Weatherly alleged the decision to terminate Marvin Neal as the Chaplain of the Jan Evans Juvenile Justice Center was made based on emotions and not facts. She shared she had been demeaned while researching Mr. Neal's dismissal and supposed that entitled her to take legal action against the Board. She added Mr. Neal suggested she let it go.

Tim Stoffel spoke about upcoming legislation concerning animal services. The bill included provisions to remove the total ban on owning certain animals but he said the list of heavily-regulated animals was growing. Under the new rules, the Animal Control Officer would have the authority to make the same determinations the Board had previously made and would be given total discretion about all animals. Mr. Stoffel expressed concern that citizens would have to go to court if they wanted an exotic animal. He felt the changes in animal services since the 1970s were promoted by people who wanted animal rights taken away.

Donna Clontz, Chair of the Reno Senior Citizen Advisory Committee, reviewed a copy of the Senior Spectrum magazine and its bookmark, which were placed on file with the Clerk. She explained the bookmark was one of 3,000 resource guides that Commissioner Jung helped get printed for seniors in the community and announced they received a grant from the Builders and Construction Trades Council to reproduce an additional 50,000 brochures. She talked about her participation in the Senior Games and how the Healthy Walking program was providing benefits to the seniors in the community. She sought suggestions of locations where the brochures could be placed.

The Silver Dollar Chorus & Barbershop Express, comprised of Norm Howard, Jay Ciccotti, Donnie Miller, and Chris Scirrota, performed a Valentine's Day song.

Lindsay Anderson spoke on behalf of the Washoe County School District (WCSD) in support of Agenda Item 5C which was last official action needed to implement Washoe County Question 1 (WC-1). She thanked the Board for their critical

role in its implementation and stated their work together would result in the building of schools.

Katherine Snedigar alleged the Board did not have statutory authority to give misdemeanor citations to people who violated the Development Code. She claimed she was improperly given a citation, wrongfully taken to court, and false evidence was submitted. She asked that the County Code be changed to remedy her grievances.

17-0096 AGENDA ITEM 4 Announcements/Reports.

Commissioner Herman talked about an ice-cream vendor who came into her office to express concern over the fees he had to pay. She asked the Board to reduce the size of the additional \$165 fee and, if not, she stated she would be willing to pay for it from her discretionary funds. She addressed complaints of the County's communication with the public and suggested the President of the Nevada Broadcasters Association Mary Beth Sewald could broadcast County announcements at little or no cost. She requested a doctor who had previously prepared a report for the Board to present his report again, and also requested a representative from the Attorney General's office to make a presentation for the Board about the Revised Statute 2477 (RS2477). She mentioned a letter from Lawrence Calkins which was placed on filed with the Clerk. She added the Monte Cristo property owners were still waiting to hear whether they had the ability to build on their properties.

Commissioner Hartung thanked County staff for their hard work and attempts to restore normalcy after the flooding. He brought up discussions of a regional stormwater utility program in conjunction with Truckee River Flood Control Project and urged Dwayne Smith, Division Director of the Community Services Department, to address Ms. Maltman's concerns in Sun Valley. He asked the public for patience while the County worked on the flooding issues.

Chair Lucey requested an update on Waste Management (WM) and the mitigation of issues throughout the whole County. He referenced discussions he had with other companies from outside the area about bringing competition into the region and requested staff to present the options for bringing in competition. He mentioned Olcese Waste Services expressed interest in helping with the County's manure issues and he directed staff to discuss options with them. He stated his desire to rework the Washoe County Economic Development and Conservation Lands Bill that had stalled the previous year, this time taking into account the concerns of the constituents. The federal delegation was on board provided they had 100 percent agreement from all the different stakeholder groups, so he directed staff to help him with the new bill. He noted he and Sparks Councilman Ron Smith went to Washington DC to discuss regional transportation and flood management. He indicated he would see how much of President Trump's announced \$1.1 trillion infrastructure bill the County could get and added many delegates at the meeting were interested in the idea of a regional Washoe County flood program.

10:43 a.m. Commission Berkbigler arrived.

Commissioner Berkbigler expressed concern about Commissioners taking positions in opposition to those of the Commission. She invited discussion, either in public or one-on-one with the involvement of the County Manager.

CONSENT AGENDA ITEMS – 5A THROUGH 5J2

- 17-0097** **5A** Approval of minutes for the Board of County Commissioner's emergency meeting of January 6, 2017 and regular meetings of January 10, 2017 and January 17, 2017.
- 17-0098** **5B** Recommendation to:1) approve a resolution authorizing Washoe County staff to submit a grant application to the Bureau of Reclamation in response to Federal Funding Opportunity BOR-DO-17-F003 WaterSmart: Development of Feasibility Studies under the Title XVI Water Reclamation and Reuse Program for Fiscal Year 2017, beginning approximately April 2017 through October 2018; 2) commit \$150,000 match funding for a possible federal award amount of \$150,000; 3 recognize the grant supports a reclaimed water feasibility study potentially benefiting the entire county; and, if the grant is awarded, 4) direct the Comptroller's Office to make the necessary budget adjustments. Community Services. (All Commission Districts.)
- 17-0099** **5C** Recommendation to approve the Amended Cooperative Agreement between the County and the State Department of Taxation for collection of the 0.54 % sales and use taxes approved by voters on November 8, 2016 and imposed pursuant to S.B. 411. Manager. (All Commission Districts.)
- 17-0100** **5D** Award Invitation to Bid # 3003-17 for New Factory Law Enforcement Ammunition on a multiple award basis to the lowest responsive, responsible bidders who represent various manufacturers of ammunitions for use by Washoe County Sheriff's Office, Washoe County Courts, Constables, Animal Services, and participating joinder agencies including the City of Reno. This award shall run from the date of bid award and be in effect until February 14th, 2018, with the County retaining the option for two (2), one (1) year extensions. It is estimated that the County will spend [in excess of \$100,000.00] in Fiscal year 16/17 for ammunition requirements. Purchasing. (All Commission Districts.)
- 17-0101** **5E** Acknowledge a Trial Court Improvement (TCI) grant award from the Administrative Office of the Courts, to improve access and security, [\$3,700.00/ no match required], retroactive from January 24, 2017 through June 30, 2017; and direct the Comptroller to make the appropriate budget adjustments. Reno Justice Court. (All Commission Districts.)
- 17-0102** **5F** Accept a grant award from the Nevada Aging and Disability Services Division for the Older Americans Act Title III Programs:

- Nutrition Services Incentive Program [\$41,852; no match required] retroactive from October 1, 2016 through September 30, 2017; authorize the Department to execute the grant award and direct Comptroller to make the appropriate budget amendments. Senior Services. (All Commission Districts.)
- 17-0103** **5G** Approve and sign the interlocal agreement between the City of Reno, the City of Sparks, and Washoe County that authorizes Washoe County to perform E911 addressing work and update the Washoe County Master Address Database for Sparks and Reno and authorizes Washoe County to recover costs from the cities for the work performed. Technology Services. (All Commission Districts.)
- 17-0104** **5H1** Acknowledge Receipt of the Interim Financial Report for Washoe County Governmental Funds for the Six Months Ended December 31, 2016 – Unaudited. Comptroller. (All Commission Districts.)
- 17-0105** **5H2** Approve the settlement of the claim Bobby D. Sanchez, Vinton Hawley, Johnny Williams, Jr., Robert James and Ralph Burns against Washoe County et al, for a total sum of \$25,000 for all claims against all defendants. Comptroller. (All Commission Districts.)
- 17-0106** **5I1** Approve amendments totaling an increase of [\$18,000.00] in both revenue and expense to the FY17 Environmental Health Services Food Retail Program Standards – Electronic Food Inspection Form – Reports and Training Grant Program, IO 11364; and if approved direct the Comptroller's office to make the appropriate budget amendments. (All Commission Districts.)
- 17-0107** **5I2** Approve amendments totaling an increase of [\$6,905.25] in both revenue and expense to the FY17 Environmental Health Services Food Retail Program Standards Mentorship Grant Program, IO 11363; and if approved direct the Comptroller's Office to make the appropriate budget amendments. (All Commission Districts.)
- 17-0108** **5I3** Approve amendments totaling an increase of [\$2,970.00] in both revenue and expense to the FY17 Environmental Health Services Food Retail Program Standards – Food Establishment Inspection Placard Grant Program, IO 11365; and if approved direct the Comptroller's Office to make the appropriate budget amendments. (All Commission Districts.)
- 17-0109** **5I4** Recommendation to approve amendments totaling an increase of [\$2,818.00] in both revenue and expense to the FY17 Environmental Health Services Food Retail Program Standards –United States Food and Drug Administration (FDA) Pacific Region Retail Food Seminar and Western Association of Food and Drug Officials (WAFDO) Conference

Grant Program, IO 11366; and if approved direct the Comptroller's Office to make the appropriate budget amendments. (All Commission Districts.)

- 17-0110** **5J1** Accept a supplemental grant from Behavioral Health, Prevention and Treatment (BHPT) program funds from the State of Nevada Division of Public and Behavioral Health (DPBH) in the amount of [\$32,606.47; no County match required] retroactive to February 11, 2016 through June 30, 2017 to assist clients moving from transitional housing into more permanent housing; authorize the Department to execute the award; and, direct the Comptroller's Office to make the necessary budget amendments. (All Commission Districts.)
- 17-0111** **5J2** Approve the 2017 Interlocal Cooperative Agreement for Services Between the Housing Authority of the City of Reno and Washoe County through its Department of Social Services for the purpose of establishing and implementing an agreement to provide up to 25 Project Based Voucher (PBV) to qualifying Washoe County Department of Social Services (WCDSS) recipients to be used at designated Reno Housing Authority (RHA) owned properties, effective February 1, 2017 through June 30, 2017. (All Commission Districts.)

On the call for public comment, Elise Weatherly spoke about Agenda Item 5H2. She presented an overhead image which was placed on file with the Clerk. She felt it was unfair that four people received a settlement while Pastor Neal was dismissed.

On motion by Commissioner Hartung, seconded by Commissioner Berkbigler, which motion duly carried with Commissioner Jung absent, it was ordered that Consent Agenda Items 5A through 5J2 be approved. Any and all Resolutions or Interlocal Agreements pertinent to Consent Agenda Items 5A through 5J2 are attached hereto and made a part of the minutes thereof.

- 17-0112 AGENDA ITEM 9** Possible action to introduce and conduct a first reading of an ordinance approving an "Amended and Restated Development Agreement (Silver Hills)" amending and restating a Development Agreement originally approved in 2012 (DA09-001) regarding Silver Hills Subdivision (approved in 2011 as Tentative Map TM09-001). This agreement (Case Number AC16-005) extends the deadline for filing the next in a series of final maps to February 28, 2022. And if approved, schedule a public hearing date and second reading for February 28, 2017 adopting the Amendment of Conditions Case Number AC16-005 for Development Agreement Case No. DA09-001 for Silver Hills Tentative Subdivision Map Case Number TM09-001. Lifestyle Homes TND, LLC, Location: East and west of Red Rock Road, north of Longhorn Road, Assessor's Parcel No: 086-203-05, 086-232-31, 087-390-10, 087-390-13, Parcel Size: ±36.67, ±192.39, ±307.84, ±243.02 & (±779.92 acres total), Regulatory Zone: Low Density Suburban (LDS), Master Plan: Suburban Residential, Area Plan: North Valleys, Citizen Advisory Board: North Valleys, Development Code: Article 814, Development

Agreements, Section/Township/Range: Sec 23 & 24, T21N, R18E, MDM. Community Services. (Commission District 5.)

The Chair opened the public hearing by calling on anyone wishing to speak for or against adoption of said Ordinance.

Nancy Parent, County Clerk, read the title for Bill No. 1775.

There was no public comment on this item.

Bill No. 1775 was introduced by Commissioner Hartung, and legal notice for final action of adoption was directed.

- 17-0113** **AGENDA ITEM 6** Recommendation to approve an Intrastate Interlocal Contract Between the State of Nevada Department of Health and Human Services Aging and Disability Services Division and Washoe County for payment, [approximately \$1,000,000 annually,] pursuant to NRS 435.010 requiring County Commissioners to make provisions for support, education, and care for children with developmental disabilities retroactive from July 1, 2016 and to continue year to year with an automatic renewal unless sooner terminated by either party. Social Services. (All Commission Districts.)

There was no public comment on this item.

On motion by Commissioner Hartung, seconded by Commissioner Herman, which motion duly carried with Commissioner Jung absent, it was ordered that Agenda Item 6 be approved. The Intrastate Interlocal Contract for same is attached hereto and made a part of the minutes thereof.

- 17-0114** **AGENDA ITEM 7** Receive presentation on fees charged by county departments to public and other governments for services, including but not limited to discretionary statutory fees, autopsy fees, incarceration fees, dispatch fees, forensic services, franchise fees, and surcharge fees; and provide direction to staff. [No impact]. Manager. (All Commission Districts)

Mark Mathers, Budget Manager, noted it had been a long time since the County had a fee review discussion. He conducted a PowerPoint presentation, which was placed on file with the Clerk, and reviewed slides entitled: Why do a Fee Review, Initial Fee Review, Types of Fees, Types of Fees (Cont'd), FY 2016 County Fee Revenue, When were Fees set?, Tentative Conclusions of Budget's Review, Possible Next Steps (3 slides), and Questions?. He asked for the Board's direction.

When asked by Commissioner Berkbigler what overhead fees included, Mr. Mathers answered they were fees for central services. He provided the example of

the sewer utility which did not have its own Human Resources or Accounting departments, so the County performed these tasks and received fees for doing so. Ms. Berkbigler expressed concern that the County was not collecting forensics fees from the City of Reno, saying she felt it was inappropriate to seek fees from one government agency but not another. She agreed with Mr. Mathers' assertion that the County should not retroactively attempt to collect fees.

Commissioner Hartung noted there would always be groups that would have to be subsidized but were beneficial to the County. He expressed concern about the fees the Sheriff's Office charged for booking fees and incarceration, and he suggested the Commission take charge on examining those fees. He reported some agencies collected fees that went into an enterprise fund and stated one agency's surplus fund should not be used elsewhere. If there was a surplus in the building fund, for example, either the fees were too great or more planners could be hired. He suggested reviewing the fees under the County-wide Cost Allocation Plan (COWCAP) and intimated there were services the County was providing, such as Information Technology (IT) to the Fire District, which could be left to the specific departments. Commissioner Herman felt some of the fees could be lowered.

Chair Lucey sought to see some changes with fees that were not collected, such as forensic fees, and also wanted to find a balance with subsidizing parks and collecting park fees. He suggested having different equations to calculate fees from services the County subsidized versus services they did not subsidize. He brought up the \$25 fee the County charged residents to have a home alarm system which were collected in Colorado. He felt those fees should be collected in Washoe County.

Chair Lucey asked if the County was collecting as much in E911 fees as it could and Mr. Mathers replied state law capped the fee at \$.25 per line per month. Those fees were collected by private telephone companies who remitted the fees to the County and this paid for operations, maintenance and equipment related to E911 services. Mr. Mathers indicated the fees were not sufficient to cover the cost of the E911 system but to raise the fee would require a statutory change. Chair Lucey pointed out there was a feeling the \$.25 fees should be used elsewhere which he discouraged as he felt the E911 service was underfunded as it was. He stated his concerns were how the County set fees, how they collected fees, and what the procedure was for collecting past due fees.

Commissioner Berkbigler said it was important to note certain fees were collected for certain purposes and nobody should redirect where those funds went. She mentioned the fees could be lowered if the County continued having a surplus in certain areas as long as the revenue was not moved to other areas. Commissioner Hartung agreed that funds should not go elsewhere unless the departments were related and suggested the surplus could go to hiring someone who could better streamline the process.

When asked by Commissioner Hartung about the deficit in E911 costs the County faced, Mr. Mathers stated E911 revenue had remained flat for about five years; the County fund received \$1.6 million annually. He spoke of the value of hiring an

outside firm to validate the telephone companies were really remitting the full E911 fee to the County. While revenue remained flat, costs continued to rise. Chair Lucey asked how much of the County's total budget was comprised of the \$1.6 million in fees, to which Mr. Mathers replied roughly 10 percent. Commissioner Berkbigler asked if the only auditing proposal to be handled by an outside firm would be the E911 fee audit. Mr. Mathers repeated the suggestion for County staff to develop a master fee schedule but said the fee study for development services would be done by an outside consulting firm.

Paul Lipparelli, Legal Counsel, noted some fees local governments had the power to impose or adjust required a business impact statement. In discussions about changing fees, he advised adding the business impact statement into the process, which would include obtaining the input of industries and businesses that could be affected by those fees. He cautioned failure to do so could result in a court challenge. He revealed he was on the E911 board and the law required a master plan for the expenditure of the money. Further, the revenue could only be spent on items in the master plan and if enough money wasn't spent each year on completing the master plan, it would be mandated to reduce the E911 surcharge so as not to build up a surplus of funds. He noted the difficulty in planning out those expenditures since costs were not consistent and could be high one month but low another. He advised a conversation about the legislative wisdom of E911 call fees could also entail a conversation about the spending of revenues.

On the call for public comment, Katy Simon Holland distributed a handout which was placed on file with the Clerk. She thanked the Board for supporting Washoe County Question (WC-1) on behalf of the School District. She encouraged the Board to direct staff to initiate a Request for Proposal (RFP) for an audit of the E911 surcharge billings and collection. She cited one outside auditing firm's data that showed E911 surcharge billings were often shortchanged by as much as 50 percent due mainly to the use of Voice over Internet Protocol (VOIP) phones. The number reached by the firm suggested Washoe County's E911 fund could be shortchanged by \$1.8 million per year. She stated though there was support to proceed with the audit, it would be a lengthy process because of technical issues with VOIP.

Cathy Brandhorst spoke about matters of concern to herself.

When questioned by Commissioner Hartung how to deal with the VOIP issue, Mr. Lipparelli suggested it was unclear if the County had authority to make changes to the surcharge. The original E911 surcharge was placed into law with the cooperation of the telephone industry at the time who saw the benefit of selling equipment back to local governments in the E911 business. He added he did not have a deep understanding of the technology or how VOIP was being handled in other regions.

Commissioner Hartung moved to accept the report, which was seconded by Commissioner Berkbigler.

Commissioner Berkbigler inquired whether they should include an RFP for an E911 study.

As directed by Mr. Lipparelli, Commissioner Hartung amended his motion to have staff bring back the process by which the Board could look at an RFP for an E911 study, seconded by Commissioner Berkbigler, which motion duly carried with Commissioner Jung absent, it was ordered that Agenda Item 7 be accepted and directed.

- 17-0115** **AGENDA ITEM 8** Possible action to introduce and conduct the first reading of an ordinance amending the Washoe County Code at Chapter 110 (Development Code), Article 324 Communication Facilities at Section 110.324.50(e), to include the General Rural Agricultural regulatory zone among the regulatory zones where wireless communication facility monopole antennas are allowed with a special use permit; to clarify that all new monopole antennas require the approval of a Special Use Permit; and to replace the master plan designations of Rural Residential, Suburban Residential, and Urban Residential with the corresponding regulatory zones of High Density Rural (HDR), Medium Density Rural (MDR), Low Density Rural (LDR), Low Density Suburban (LDS), Medium Density Suburban (MDS), High Density Suburban (HDS), Low Density Urban (LDU), Medium Density Urban (MDU), and High Density Urban (HDU), and to make other changes necessarily connected therewith and pertaining thereto. And, if supported, set the public hearing for second reading and possible adoption of the Ordinance for February 28, 2017. Community Services. (All Commission Districts.)

The Chair opened the public hearing by calling on anyone wishing to speak for or against adoption of said Ordinance.

Nancy Parent, County Clerk, read the title for Bill No. 1776.

Commissioner Herman expressed disappointment that the Warm Springs Citizen's Advisory Board (CAB) did not have a chance to review the bill before it was read. She mentioned local CABs needed to be included. She noted Clark County had experienced some issues because they had no surety bonds in the event the monopoles ever needed to be torn down. She suggested the issue should be reviewed. Paul Lipparelli, Legal Counsel, opined adding a new requirement to the draft would significantly change the Ordinance to the point there would need to be a new first reading. He proposed bringing forward the surety bond requirement and the possibility of amending certain relevant chapters as a standalone issue, particularly if there were other reasons to discuss surety bonds. Chair Lucey suggested bringing the surety bond issue back at the end of the meeting with a request to bring it back on a future agenda.

On the call for public comment, Katherine Snedigar alleged she was refused the ability to hold a CAB meeting on this topic. She expressed frustration that a cell phone tower would be placed on agriculture land without holding a CAB meeting first to inform the potentially affected residents.

Cathy Brandhorst spoke about matters of concern to herself.

Bill No. 1776 was introduced by Commissioner Berkbigler, and legal notice for final action of adoption was directed.

- 17-0116** **AGENDA ITEM 10** Possible action to introduce and conduct a first reading of an Ordinance amending Washoe County Code Chapter 5 (Administration and Personnel) at Section 5.268 by amending certain provisions relating to semi-annual accrual of Personal Leave and exclusion of sick leave due to bereavement from the calculation of Personal Leave accrual, and if introduced, set a public hearing for the second reading and possible adoption of the Ordinance for February 28, 2017. Human Resources. (All Commission Districts.)

The Chair opened the public hearing by calling on anyone wishing to speak for or against adoption of said Ordinance.

Nancy Parent, County Clerk, read the title for Bill No. 1777.

On the call for public comment, Elise Weatherly asked if the details of the ordinance's provisions would be made available to the public for review. She compared government benefits to private sector benefits.

Bill No. 1777 was introduced by Commissioner Hartung, and legal notice for final action of adoption was directed.

- 17-0117** **AGENDA ITEM 11** Discussion and direction to staff regarding legislation or legislative issues proposed by legislators, by Washoe County or by other entities permitted by the Nevada State Legislature to submit bill draft requests, or such legislative issues as may be deemed by the Chair or the Board to be of critical significance to Washoe County Manager. (All Commission Districts.)

Al Rogers, Management Services Director, provided a verbal review of the first week of the legislative session. He indicated the Commissioners could expect sit-down meetings with the legislative liaison Jaime Rodriguez to discuss potential bills of interest. Much of the first week of the legislative session was dedicated to committee education without many bills being introduced. He sought feedback from the Commissioners about bills of interest for staff to monitor.

Chair Lucey requested staff get an update on Assembly Bill 153 (AB153) which concerned impact fees from one entity to another. He also requested an update on AB121 regarding Labor and its potential impact to Washoe County, as well as an update on Nevada Association of Counties (NACO) bills regarding the property tax and Personnel Security Investigations (PSI) issues. Commissioner Hartung wanted staff to track AB32 regarding pest control for government agencies and expressed concern that

the bill would disallow certain agencies from spraying substances without a pest controller's license. Commissioner Berkbigler mentioned she would be filming a Charter cable show addressing legislative issues that would play on CNN at the top of each hour. She announced the Legislature had waived several of the rules and removed the language allowing the Lieutenant Governor to be the deciding vote in the event of a tie. She anticipated it being a busy legislative session that would require staff's strict attention to ensure relevant issues would not be missed.

Addressing the Commissioner's concerns regarding the NACO bill's property tax cap issue, John Slaughter, County Manager, said there were two joint committee meetings scheduled which County staff would be attending. Mr. Rogers pointed out since the definition of the license referred to in AB32 was not yet quantified, they could only continue to monitor it. He added Lieutenant Eric Spratley was tracking the Sheriff's Office legislation. Commissioner Berkbigler wondered how the bill would be enforced. Chair Lucey directed staff to track the bill regarding the county line adjustment between Washoe County and Carson City and Commissioner Berkbigler asked about the bill regarding the county line adjustment between Washoe and Storey Counties.

17-0118 AGENDA ITEM 12 Public Comment.

Vicky Maltman, Sun Valley resident, stated decisions made by the Board regarding all districts affected her. She expressed concern about development in the North Valleys and Sun Valley and said because her Citizen's Advisory Board (CAB) only met every three months, they had not had a chance to discuss topics that would affect them.

Katherine Snedigar referenced Nevada Supreme Court case No. 63581 filed on January 26th wherein Judge James Hardesty wrote that the State Board of Equalization had no statutory authority to tell the County to reassess property taxes. She alleged the County also had no authority to hand out misdemeanors citations. She questioned how the County could afford four Sheriff Deputies to show up for one fire in Palomino Valley.

Elise Weatherly was concerned about the late charge she was given for not paying her animal licensing fee on time and requested discretion be used by certain Washoe County employees. She mentioned the teen ranch she was helping to build was not asking for government aid but the government was trying to stop the building.

Cathy Brandhorst spoke about matters of concern to herself.

12:13 a.m. Commissioner Hartung left the meeting.

John Slaughter, County Manager, presented a letter from Jim Limbaugh from the Public Lands Access Network, High Desert Coalition which was placed on file with the Clerk.

17-0119 AGENDA ITEM 13 Announcements/Reports.

Commissioner Herman requested the installation of signs for the Peavine shooting area. She inquired about a Memorandum of Understanding (MOU) for the \$1.6 million that was put into Cooperative Extension every year. She distributed a brochure about the Lands Bill being presented to Congress which was placed on file with the Clerk. She indicated Congressman Mark Amodei supported it, the State had approved it, and it was now in federal hands. She opposed the Commission's stance that they would adopt Mason's Manual for Legislative Bodies as opposed to Robert's Rules of Order. She stressed that complaints about neighbors should be in writing and notarized. She suggested a workaround of the Waste Management (WM) issue where rural residents would be charged the same price for the same trash services, but to allow them to negotiate with other companies to provide the rest of their services. She discussed a lady in Silver Knolls who had to pay \$450 for a noise complaint due to a loud rooster and indicated the Board should revisit the fees.

Chair Lucey directed staff, on behalf of Commissioner Herman, to bring back the issue of surety bonds and how they related to issues such as signs and monopolies.

* * * * *

12:22 a.m. There being no further business to discuss, the meeting was adjourned without objection.

BOB LUCEY, Chair
Washoe County Commission

ATTEST:

NANCY PARENT, County Clerk and
Clerk of the Board of County Commissioners

*Minutes Prepared by:
Doni Gassaway and Derek Sonderfan, Deputy County Clerks*

RESOLUTION

A RESOLUTION APPROVING THE GRANT APPLICATION TO THE BUREAU OF RECLAMATION FOR FEDERAL FUNDING OPPORTUNITY BOR-DO-17-F003 WATERSMART: DEVELOPMENT OF FEASIBILITY STUDIES UNDER THE TITLE XVI WATER RECLAMATION AND REUSE PROGRAM FOR FISCAL YEAR 2017

WHEREAS, the United States Bureau of Reclamation has established the WaterSMART Grant Funding Program to provide federal assistance to local, regional, and State authorities to identify and investigate opportunities to reclaim and reuse wastewater and naturally impaired ground and surface water; and

WHEREAS, Washoe County's proposed grant-eligible project is titled "*Northern Nevada Indirect Potable Reuse Feasibility Study*", which is a regional study evaluating the feasibility of utilizing highly treated reclaimed water for groundwater recharge in conformance with recently adopted State of Nevada regulations; and

WHEREAS, in January of 2017, the Washoe County Community Services Department submitted an application for the Bureau of Reclamation WaterSMART Water Reclamation and Reuse Program Feasibilities Studies funding opportunity BOR-DO-17-F003 for FY 2017; and

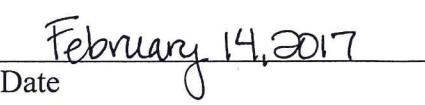
WHEREAS, the Bureau of Reclamation WaterSMART funding would enhance Northern Nevada's regional study by investigating water market value impacts, creating a water rights framework, evaluating less energy intensive water treatment technologies, and assessing the regional water resource portfolio with respect to climate change; and

WHEREAS, Washoe County grant request is \$150,000, which requires an equal \$150,000 in-kind match by Washoe County; and

WHEREAS, Washoe County Community Services Department has the technical expertise, managerial capacity, and financial resources to successfully complete the Bureau of Reclamation WaterSMART grant requirements; and now, therefore, be it

RESOLVED, by the Board of Commissioners of Washoe County that Washoe County elects to authorize the submittal of the *Northern Nevada Indirect Potable Reuse Feasibility Study* and is authorized to commit Washoe County to the financial and legal obligations associated with the grant requirements and obligations, including an in-kind match, if approved.


Chair,
Washoe County Commission


Date


Attest:

Washoe County Clerk

COOPERATIVE AGREEMENT

THIS AGREEMENT is made and entered into this ____ day of _____, 2017, by and between Washoe County, a political subdivision of the State of Nevada, the "County," and the State of Nevada Department of Taxation, the "Department," collectively the "Parties."

WHEREAS, pursuant to Senate Bill No. 411 of the 2015 Legislative Session of the Nevada Legislature, entitled the "2016 School Financing Election Act" (the "Act"), the County has adopted an ordinance designated Bill No. 1774 (the "Ordinance"), imposing an additional tax of .54 of 1 percent on the gross receipts of any retailer from the sale of all tangible personal property sold at retail or stored, used or otherwise consumed in the County, including incorporated cities in the County effective April 1, 2017;

WHEREAS, pursuant to the Act and the ordinance, the County entered into a contract on February 14, 2017, with the Department to perform all functions incident to the administration or operation of the tax in the County; and

NOW, THEREFORE, in consideration of the mutual covenants and promises hereinafter set forth, the County and the Department agree as follows:

1. The Department shall continue to administer and enforce all provisions of the Act, as amended by the Nevada Legislature, incident to the collection of the tax provided for by ordinances enacted by the County, including the Ordinance.
2. The County shall continue to reimburse the Department for the costs of collecting the tax imposed by its Ordinance adopted pursuant to the Act, as amended. The amount of the collection costs to be reimbursed by the County hereunder shall be computed in the manner provided by NRS 374.785(3). Before distributing any revenue to the County pursuant to paragraph 3 below, the Department shall deduct said collection costs from the amount to be distributed.
3. Except for the amount described in paragraph 2, above, the Department shall distribute to the County once each month the revenue collected pursuant to this Agreement. With each distribution, the Department shall provide the County Treasurer with a monthly statement setting forth the amount collected and any collection costs deducted by the Department.
4. The County agrees that the Department shall have the power to make all necessary rules and regulations and prescribe all necessary forms or other requirements for the purpose of making the administration of the County Ordinance effective.

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5. The Department shall have all the powers, duties, and responsibilities as provided by the County Ordinance and Chapter 374 of the Nevada Revised Statutes and all amendments thereto, and all other State laws pertaining to the collection of sales and use taxes.

6. This Agreement shall remain in effect while the Act, as amended from time to time, is in effect.

7. This Agreement may be executed in counterparts.

8. If any term or provision of this Agreement is deemed to be invalid or unenforceable to any extent, the remainder of this Agreement will not be affected thereby, and each remaining term and provision of this Agreement will be valid and be enforced to the fullest extent permitted by law.

9. No waiver of any breach of any covenant or provision contained herein will be deemed a waiver of any preceding or succeeding breach thereof, or of any other covenant or provision contained herein. No extension of time for performance of any obligation or act will be deemed an extension of the time for performance of any other obligation or act except those of the waiving party, which will be extended by a period of time equal to the period of the delay.

10. This Agreement is binding upon and inures to the benefit of the permitted successors and assigns of the parties hereto. None of these parties shall assign any of the rights or delegate any of the duties of this Agreement without the express written consent of the other party.

11. Except as otherwise expressly provide, this Agreement (including all Exhibits attached hereto) constitutes the entire contract between the Parties hereto and may not be modified except by an instrument in writing signed by the party to be charged.

12. The Parties hereto expressly agree that this Agreement will be governed by, interpreted under, and construed and enforced in accordance with the laws of the State of Nevada.

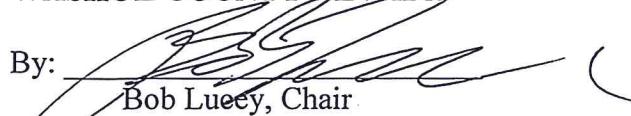
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IN WITNESS WHEREOF, each of the Parties has caused this Agreement to be duly executed on its behalf by an authorized representative.

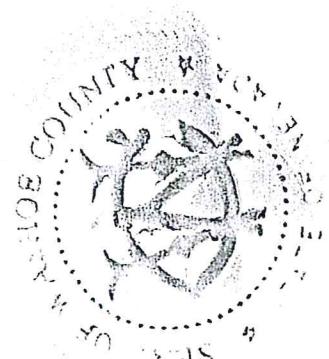
**BOARD OF COUNTY COMMISSIONERS
WASHOE COUNTY NEVADA**

By: 
Bob Luey, Chair

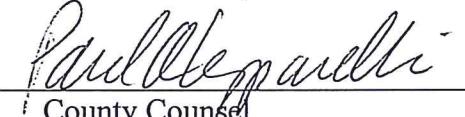
Dated this 14th day of February, 2017.

ATTEST

Nancy Parent County Clerk



APPROVED AS TO FORM:

By: 
County Counsel

DEPARTMENT OF TAXATION

By: _____
Deonne E. Contine, Director

Dated this _____ day of _____, 2017.

APPROVED AS TO FORM:

By: _____
Deputy Attorney General

INTERLOCAL AGREEMENT FOR SHARING ADDRESS-ASSIGNMENT WORK AND COSTS

This Interlocal Agreement for Sharing Address-Assignment Work and Costs ("Agreement") is between the CITY OF RENO ("RENO"), the CITY OF SPARKS ("SPARKS"), and the COUNTY OF WASHOE ("WASHOE COUNTY").

On December 2, 2014, RENO, SPARKS, and WASHOE COUNTY entered into an interlocal agreement establishing a partnership to consolidate E911 Geographic Information Systems ("GIS") street centerlines and address points data; provide on-going review and update of data schema and standards; implement procedures to maintain the data; and implement and improve quality control and spatial accuracy throughout Washoe County.

In light of the partnership established under the December 2, 2014 interlocal agreement, RENO, SPARKS and WASHOE COUNTY want to formalize a work- and cost-sharing agreement for address assignment and data updates for addresses within the boundaries of Washoe County.

Pursuant to NRS 277.180(2), it is not reasonably foreseeable that RENO, SPARKS, or WASHOE COUNTY will expend more than \$25,000 to carry out this Agreement on an annual basis. Accordingly, RENO, SPARKS, and WASHOE COUNTY shall annually at the time of preparing their respective budgets include an estimate of the expenses necessary to carry out this Agreement pursuant to NRS 277.180(4).

RENO, SPARKS, and WAHOE COUNTY therefore agree as follows:

A. WORK-SHARING AGREEMENT

Address-assignment work shall be completed by individual partner entities unless otherwise agreed upon. RENO and SPARKS may forego address-assignment work within their respective boundaries and relinquish that work to WASHOE COUNTY. If RENO or SPARKS relinquish their address-assignment work, WASHOE COUNTY shall continue the address-assignment work for the respective entity and bill the respective entity for address-assignment work within the respective entity's boundary. If RENO or SPARKS has relinquished its address-assignment work and desires to re-establish its authority to perform address-assignment work, it may, after providing WASHOE COUNTY with 30-days written notice of its intent to do so, re-establish the authority to assign addresses within its respective boundaries and resume address-assignment work at its own cost.

B. Address-assignment work encompasses the processes defined in Exhibit A for subdivision address assignment and infill address assignment.

C. COST-SHARING

If RENO or SPARKS forego their address-assignment work, WASHOE COUNTY shall bill the respective entity under the following terms:

WASHOE COUNTY shall bill the entity on a monthly basis by the number of in-fill addresses, subdivision, and subdivision addresses completed. In-fill address, subdivision and subdivision address rates are as follows:

In-fill address: \$85

1
1
0
10
30

Subdivision: \$100 + (Subdivision Address Multiplier * Number of subdivision addresses)

Subdivision Address Multiplier: 0.2

Subdivision example:

1 Subdivision = \$100

78 Subdivision addresses

$$100 + (.2 \times 78) = 115.6$$

Total subdivision charge = \$115.60

The partners may modify the above in-fill address, subdivision and subdivision address billing rates but only by a written instrument signed by all of the parties to the modification.

This Agreement will become effective when all parties have signed it. The date of this Agreement will be the date this Agreement is signed by the last party to sign it (as indicated by the date associated with that party's signature).

Each party is signing this Agreement on the date stated opposite that party's signature.

EXHIBIT A

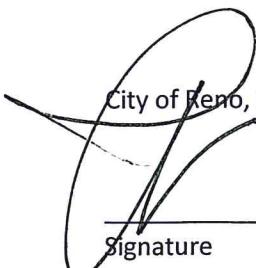
A Subdivision is a single parcel of land that is divided into two or more parcels. Subdivision addressing work encompasses the following process:

1. Receive and process request for subdivision addresses during the Washoe County Technical Map check process.
2. Utilize mapping software and Developer Drawing files to spatially locate subdivision.
3. Assign address numbers for each lot in the Subdivision and record in the Regional Address Point (RAP) database. Check all points for attribution quality.
4. After Washoe County Assessor creates digital parcels and assigns APNs, update APNs in RAP database.
5. Send notification of completion to departments, and other concerned parties.

Infill addresses are addresses that are not part of original subdivision addressing assignments.

Infill addressing work encompasses the following process:

1. Receive infill addressing request from property owner or City permitting staff by phone, email or web-request.
2. Communicate and request site plans, verify ownership, mailing address, and encroachment proof for parcel.
3. Conduct document research on parcel. Check for duplicate address numbers and similar sounding street names.
4. Assign new or changed addresses.
5. Send notification to parcel owner/requestor and email to list of utilities, departments, and other concerned parties.


City of Reno, Nevada

Signature
Bill Thomas
Acting City Manager

12/23/16
Date

City of Sparks, Nevada



Signature
Steve Driscoll
City Manager

01/11/2017
Date

Washoe County, Nevada



Signature
Bob Lucey
Chair, Washoe County Board of County Commissioners

2-14-17
Date

**Interlocal Cooperative Agreement for Services Between the
HOUSING AUTHORITY OF THE CITY OF RENO
and
WASHOE COUNTY THROUGH ITS DEPARTMENT OF SOCIAL SERVICES**

This Agreement is made and entered into this _____ day of February, 2017 by and between the Housing Authority of the City of Reno, a municipal corporation (hereinafter "RHA" or "the Authority"), and Washoe County, a political subdivision of the State of Nevada through its Department of Social Services (hereinafter "WCDSS") for the purpose of establishing and implementing an agreement to provide up to five Project Based Vouchers (PBV) to qualifying WCDSS recipients to be used at designated RHA owned properties.

WITNESSETH:

WHEREAS, RHA has received approval from the Department of Housing and Urban Development (HUD) through the Moving to Work (MTW) designation to assign PBV's to properties owned by the RHA without going through a competitive process; and

WHEREAS, RHA proposes to provide vouchers to up to twenty-five (25) WCDSS recipients, who qualify based on RHA and WCDSS guidelines, to live in designated RHA owned units; and

WHEREAS, the qualified families will be referred by WCDSS to RHA; and

WHEREAS, the qualified families will retain the PBV for up to twenty-four (24) months under the conditions of the PBV Program rules and qualifications with an option to extend; and

NOW, THEREFORE, IT IS AGREED that in consideration of the mutual promises and covenants contained herein, RHA and WCDSS enter into this Agreement.

1. Duties of Each Agency. Duties of each agency, unless otherwise agreed by appropriate written Agreement are listed below. These programs are collaborative both in funding and staffing.

a. WCDSS. Upon notification of a vacant unit, WCDSS will provide a client referral file to the RHA containing the following documentation:

1. Copy of current state or federally issued photo identification for all household members over the age of eighteen (18);
2. Copy of birth certificates for all household members;
3. Copy of social security cards for all household members;
4. Completed Citizenship Declaration form for all household members;
5. Proof of current household income;
6. Completed Asset Certification form;
7. Authorization of Release of Information forms; and
8. Signed RHA Criminal History Release form.

WCDSS will provide ongoing case management to the family and will update RHA as

10/07/17

changes occur that would affect housing assistance. Monthly updates may be requested by RHA for special programs.

- b. RHA. Upon receipt of a complete client referral file, RHA will process and review the Criminal History, Debts Owed to Public Housing Agencies, Sex Offender screening and prior program violations in any federally assisted housing programs. RHA may reject an applicant for failing to meet any of the above listed criteria.

Upon approval by RHA, the following steps will be taken:

1. The family will attend a briefing on the requirements of the PBV program;
2. RHA will issue a PBV to be used at pre-designated RHA owned property;
3. Complete initial and annual Housing Quality Standards Inspection of the unit;
4. Execute a 12 month lease with the family with an option to renew for an additional 12 months;
5. The participant's rent will be calculated in accordance with the PBV program and regulations. They will be responsible for paying their portion of rent to the appropriate RHA staff; and
6. Upon completion of the 24 month program (or sooner with the concurrence of both RHA and WCDSS) AND upon receiving a written request from the participant, RHA will issue the next available Housing Choice Voucher.
7. RHA shall maintain all personal information in a confidential manner and may only disclose the personal information to carry out a specific state or federal law or for the administration of a public program or an application for a federal or state grant.

2. Price. The client will pay rent and utilities based on the PBV criteria with RHA covering the costs of the PBV rental assistance in accordance with the PBV requirements. It is understood and agreed that WCDSS will cover the costs for case management of the family.
3. Termination/Cancellation. RHA or WCDSS may, upon at least 30 days' written notice, terminate this Agreement in whole or in part for just cause, which shall include failure of WCDSS or RHA to fulfill, in a timely and proper manner, respective obligations under this Agreement. This notice must be in writing signed by the party who initiates the termination or it will be without effect.
4. Modifications. Modifications or amendment to this Agreement must be in writing and signed by both parties hereto. Any oral representations or modifications concerning this Agreement shall be of no force or effect unless contained in a subsequent written modification signed by both parties.
5. Documents. The books, records, documents and accounting procedures and practices of WCDSS relevant to this Agreement shall be subject to inspection, examination and audit by RHA, the Department of Housing and Urban Development (HUD) or its designee, or any other duly authorized representative.

6. Discrimination. In providing services under this Agreement, neither WCDSS nor RHA shall discriminate against program participants because of race, color, sex, creed, religion, gender, age, disability, family or marital status, sexual orientation, veteran status, or any other characteristic protected by law.
7. Equal Employment Opportunity. During the performance of this Agreement, WCDSS and RHA agree that they will not tolerate in the workplace conduct that amounts to bullying, creates a hostile work environment or constitutes sexual discrimination, sexual harassment or any other unlawful, protected class discrimination such as discrimination based upon race, color, sex, creed, religion, gender, age, disability, family or marital status, sexual orientation, veteran status, or any other characteristic protected by law (the prohibited conduct). WCDSS and RHA agree to post in conspicuous places, available to employees and applicants for employment, notices to be provided by RHA setting forth the provisions of this nondiscrimination clause.
8. Interest of Members of RHA. No member of the governing body of RHA, and no other officer, employee, or agent of RHA who exercises any functions or responsibilities in connection with the carrying out of this Agreement, shall have any personal interest, direct or indirect, in this Agreement.
9. Interest of WCDSS. WCDSS (including partners, associates, and professional employees) covenants that it does not now have any interest and shall not acquire any interest, direct or indirect, in any project of RHA or any other interest which would conflict in any manner or degree with the performance of the services hereunder. WCDSS further covenants that in the performance of the duties hereunder, no person having any such interest shall be employed.
10. Interest of Other Local Public Officials. No member of the governing body of the locality in which RHA projects are situated and no other public official of such locality, who exercises any functions or responsibilities in the review or approval of the carrying out of this Agreement, shall have any personal interest, direct or indirect, in this Agreement.
11. Interest of Certain Federal Officials. No member or delegate to the Congress of the United States, and no resident Commissioners, shall be admitted to any share or part of this Agreement or to any benefit to arise therefrom.
12. Agreement to Hold Harmless. Without waiving and fully intending to assert all NRS Chapter 41 limits on liability, WCDSS agrees to indemnify and hold harmless RHA, its officers, boards, commissions, agents and employees from and against any and all claims, demands or actions by any persons which arise or result from any intentional or negligent act or intentional or negligent failure to act by any employee or agent of WCDSS in conjunction with the performance of this Agreement.

Unless otherwise limited by law, RHA agrees to indemnify and hold harmless WCDSS, its officers, boards, commissions, agents and employees from and against any and all claims, demands or actions by any persons which arise or result from any intentional or

negligent act or intentional or negligent failure to act by any employee or agent of RHA in conjunction with the performance of this Agreement.

13. **Liability Insurance.** WCDSS agrees to supply RHA evidence of general liability insurance, insuring the respective parties (WCDSS and RHA) in the amount of \$1,000,000.
 - a. General Liability: \$1,000,000 per occurrence for Bodily Injury, Personal Injury, and Property Damage (*including, but not limited to, discrimination, fair housing, ADA violations, and sexual molestation*). If Commercial General Liability Insurance or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to the project/location or the general aggregate limit shall be twice the required occurrence limit.
 - b. The Authority, its officers, officials, employees, and volunteers are to be covered as additional insured with respect to liability on behalf of the Service Provider with respect to liability arising out of work or operations performed by the Service Provider.
 - c. For any claims related to this contract, the Service Provider's insurance coverage shall be primary insurance as respects the Authority, its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by the Authority, its officers, officials, employees, or volunteers shall be excess of the Service Provider's insurance.
 - d. Each insurance policy required by these specifications shall be endorsed to state that coverage shall not be cancelled or materially changed, except after thirty (30) days prior written notice by certified mail, return receipt requested, has been given to the Authority.
 - e. WCDSS will not do or permit to be done any action which will violate the terms of the insurance policies or result in their cancellation.
14. **Anti-Lobbying Clause.** During the performance of this Contract, WCDSS agrees as follows:
 - a. No federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.
 - b. If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an

employee of a Member of Congress in connection with this federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

- c. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.
- 15. Waiver. No failure to exercise or delay in exercising any right, power or privilege under this Agreement on the part of either party shall operate as a waiver of any right, power or privilege hereunder. No single or partial exercise of any right, power or privilege under this Agreement shall preclude further exercise thereof. No waiver of any right, power or privilege under this Agreement shall be deemed or shall constitute a waiver of any other provision, nor shall any waiver constitute a continuing waiver. No waiver shall be binding unless executed in writing by an individual authorized to consent to such a waiver.
- 16. Interpretation. This Agreement shall be construed and interpreted according to the laws of the State of Nevada. Each and every provision of law and clause required by law to be inserted in this Agreement shall be deemed to be inserted herein and the Agreement shall be read and enforced as though it were included herein.
- 17. Forum. Any and all legal proceedings to enforce this Agreement, whether in Contract, tort, equity or otherwise, shall be brought in the State or Federal Courts sitting in Washoe County, Nevada, the parties hereto waiving any claim or defense that such forum is not convenient.
- 18. Severability. If any of the provisions of this Agreement shall be determined to be invalid or unenforceable, the remaining provisions shall remain in full force and effect.
- 19. Entire Agreement. This Agreement contains the entire agreement of the parties relating to the rights granted and obligations assumed under this Agreement.
- 20. Captions. The captions of this Agreement are for convenience of reference only, and do not in any way limit or amplify its terms and provisions.
- 21. No Agency, Partnership or Joint Venture. Neither the RHA nor WCDSS are agents, partners, or joint venturers of the other, or any of their officers, directors, or employees. Neither the RHA nor WCDSS have any authority to assume or create any obligation or liability, express or implied, on the other or in their name or to the other obligations not arising out of this Agreement in any manner whatsoever.
- 22. No Third Party Beneficiary. This Agreement is not intended to, nor shall it be, construed to create or confer any rights or benefits to anyone not a party hereto except as expressly

provided.

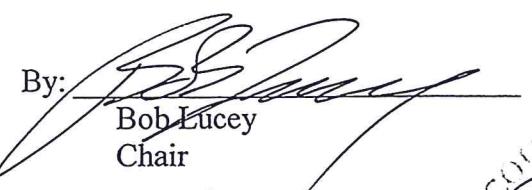
23. Drug-Free Workplace Requirement. WCDSS certifies that it will or will continue to provide a drug-free workplace.
24. Authority of Signatory. The individuals signing below hereby represent and warrant that they are duly authorized to execute and deliver this Agreement on behalf of RHA or WCDSS and that this Agreement is binding upon RHA and WCDSS in accordance with its terms.

Reno Housing Authority

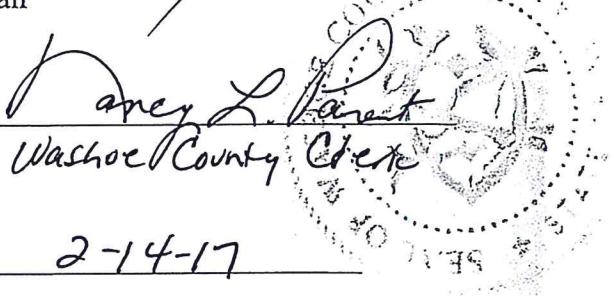
Washoe County

By: _____

Amy Jones
Director

By: 
Bob Lucey
Chair

Attest:


Amy L. Vincent
Washoe County Clerk


2-14-17

STATE OF NEVADA)

: ss.

COUNTY OF _____)

Before me, a Notary Public, in and for said County and State, on this _____ day of _____, 2017, personally appeared Amy Jones, who acknowledged to me that she has the authority to execute the within instrument on behalf of The Housing Authority of the City of Reno, and she personally acknowledged to me that execution of said document was a free and voluntary act and deed for the uses and purposes set for therein.

INTRASTATE INTERLOCAL CONTRACT BETWEEN PUBLIC AGENCIES

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

Department of Health and Human Services
Aging and Disability Services Division
3416 Goni Road, Suite D-132
Carson City, NV 89706

and

Washoe County
PO Box 11130
Reno, NV 89520

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 and Aging and Disability Services Division (ADSD) hereinafter set forth are both necessary to the County 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 July 01, 2016 and will continue year to year with an automatic renewal 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: SERVICE BILLING RATES
ATTACHMENT C: BUSINESS ASSOCIATE AGREEMENT

7. CONSIDERATION. ADSD agrees to provide the services set forth in paragraph (6) as outlined in attachment B. 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.

a. To the fullest extent of limited liability as set forth in paragraph (11) of this contract, each party shall indemnify, hold harmless and defend, not excluding the other's right to participate, the other from and against all liability, claims, actions, damages, losses, and expenses, including but not limited to reasonable attorney's fees and costs, arising out of any alleged negligent or willful acts or omissions of the party, its officers, employees and agents. Such obligation shall not be construed to negate, abridge, or otherwise reduce any other right or obligation of indemnity which would otherwise exist as to any party or person described in this paragraph.

b. The indemnification obligation under this paragraph is conditional upon receipt of written notice by the indemnified party within 30 days of the indemnified party's actual notice of any actual or pending claim or cause of action. The indemnified party shall not be liable to hold harmless any attorney's fees and costs for the indemnified party's chosen right to participate with legal counsel.

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.

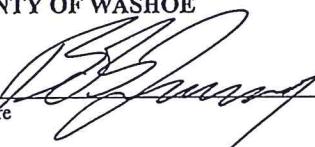
21. PROPER AUTHORITY. The parties hereto represent and warrant that the person executing this Contract on behalf of each party has full power and authority to enter into this Contract and that the parties are authorized by law to perform the services set forth in paragraph (6).

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.

COUNTY OF WASHOE

Signature



2/14/17
Date

Title



Chair, Washoe County

DEPARTMENT OF HEALTH AND HUMAN SERVICES
AGING AND DISABILITY SERVICES DIVISION

Edward Ableser, Ph. D.

Date

Administrator, Aging and Disability Services
Title

Richard Whitley

Date

Director, Department of Health and Human Services
Title

Signature—Nevada State Board of Examiners

APPROVED BY BOARD OF EXAMINERS

On _____
(Date)

Approved as to form by:

Deputy Attorney General for Attorney General, State of Nevada

On _____
(Date)

ATTACHMENT A SCOPE OF WORK

A. PURPOSE AND OBJECTIVES:

The Aging and Disability Services Division (ADSD) is the State agency responsible for support services and service coordination for residents with intellectual and developmental disabilities pursuant to NRS 433 and NRS 435. ADSD's services are consistent with the standards of Person Centered Planning as advocated by the Centers for Medicare and Medicaid and the Olmstead Supreme Court decision.

This Interlocal Agreement authorizes ADSD to contract with the County to continue to provide services to children with intellectual and developmental disabilities and the County to reimburse ADSD the non-federal share of funding as payment for services. This agreement can serve as a transition from state to county operated services or as an on-going agreement between ADSD and the County for the provision of the services described below.

Definitions:

Developmental disability is a severe, chronic disability accompanied by substantial developmental delay or specific congenital or acquired condition, that is manifested before the individual attains age 22; is likely to continue indefinitely; results in substantial functional limitations in three or more areas of major life activities; and reflects the individual's need for a combination and sequence of special, interdisciplinary, or generic services, supports, or other assistance that is of lifelong or for an extended duration.

Intellectual disability is characterized by significant limitations both in intellectual functioning and in adaptive behavior which covers many everyday social and practical skills. This disability originates before the age of 18.

In Home Supported Living Environment – children living with family members who receive intermittent provider supports and services based on an assessment of individual need and to assure health and welfare. Services compliment but do not replace the natural and informal support system within the family.

Person Centered Planning – planning based upon goals that are desired by the person/child/parent/guardian and used as a basis to develop an individual support plan.

Related condition – a developmental disability (e.g. cerebral palsy, epilepsy, autistic disorder), occurring prior to the age of 22. This condition must have a high association with intellectual disability, in that the impairment is similar to a person with an intellectual disability; the person requires similar services or treatment; the condition results in substantial functional limitation in at least three areas of major life activities that include self-care, understanding and use of language, learning, mobility, self-direction and capacity for independent living.

Service coordination – service delivery consisting of assessment, referral, planning, linkage and monitoring provided by a service coordinator who is qualified by educational background and training to assist, advise, direct and oversee services to eligible children.

Support services – those services identified in the assessment and planning process to address specific goals, mitigate health and safety issues and facilitate skill development that enables a child to live successfully in the home and community

Supported Living Arrangement – supports provided to children living in homes usually with roommates, by staff of contracted provider agencies or individuals to develop and maintain skills needed to live independently in the home and community.

Qualified providers – providers that have completed the agency certification process successfully and have been determined to have appropriately skilled staff to provide services to a specific child.

B. ADSD AGREES:

- 1) To perform all intake services for children (age 18 and under) with an intellectual disability and/or a related condition to determine eligibility for Developmental Services (DS). ADSD agrees to accept all eligible children based on criteria established and set forth per NRS 433.174, NRS 433.211, NAC 435.400, and ADSD policy: Qualification Guidelines for Developmental Services. The criteria DS uses to determine eligibility includes, but is not limited to:
 - a. A confirmed diagnosis of intellectual disability;
 - b. Developmental delays (if under age 6) with eligibility re-determined at age 6;
 - c. Another diagnosed condition closely related to an intellectual disability that results in substantial functional limitations (42CFR 435.1009) (NRS 433.211);
 - d. Residency in Nevada.
- 2) To provide a written social assessment, if requested, completed by a Qualified Intellectual Disability Professional along with a statement of qualification completed by a licensed psychologist for each child determined eligible for DS.
- 3) To assure each family, as appropriate, submits a Medicaid application and required supporting documentation during the intake process prior to authorization of service.
- 4) To verify the family's Medicaid eligibility/ineligibility status via disposition letters or electronic means.
- 5) To comply with the Health Insurance Portability and Accountability Act (HIPAA) and Nevada confidentiality regulations regarding healthcare information.
- 6) To coordinate and manage support services selected by the funding agent to qualified children living in their natural home environment or an in-state out of home supported living environment. To determine financial eligibility of each child based on the child's family gross income not exceeding 300% of the Federal Poverty Guidelines, or as specified by the County (____%).
- 7) To determine county of residence in accordance with NRS 428.020. Disputes concerning county of residence will be referred by the disputing county to the Nevada Association of Counties (NACO), which it is specifically agreed has authority to issue a final decision.
- 8) To notify the county of responsibility of any pending applications for services within ten (10) business days as requested by the County.
- 9) To use existing ADSD processes in reviewing applications for those individuals or their guardians/authorized representatives who disagree with the eligibility determination.
- 10) Perform case management services and authorize appropriate services available to the child as specified by the County for each qualified child.
- 11) To reimburse qualified providers for services provided to qualified children as authorized by the County.
- 12) To resolve provider inquiries and complaints regarding reimbursement.
- 13) To process Targeted Case Management (TCM) claims through the Medicaid fiscal agent.

- 14) To submit monthly claims and supporting documents to the County for services provided as authorized by the County per Attachment B not covered by Medicaid, and for the non-federal share of Medicaid paid claims. Supporting documents are defined as the fiscal Excel workbook attached to each invoice that delineates services provided.
- 15) To hold telephonic or in person meetings with county representatives quarterly upon request for discussion regarding this scope of work.
- 16) To respond to email questions within 10 work days.

C. THE COUNTY AGREES:

- 1) To accept ADSD's criteria for DS eligibility.
- 2) Eligibility disputes will be appealed through the ADSD's hearing process by the applicant or authorized representative/guardian.
- 3) To refer disputes concerning county of residence to NACO whose decision will be final. The disputing county originally billed is responsible for payment of claims until the dispute is resolved at which time NACO will issue a written determination to notify the counties involved in the dispute and to notify ADSD to make adjusting entries.
- 4) To fund the county selected services specifically identified in Attachment B at the identified level and that funds transferred to ADSD are derived from non-federal funds.
- 5) To comply with the Health Insurance Portability and Accountability Act (HIPAA) and Nevada confidentiality regulations regarding healthcare information and submit a Business Associate Agreement.
- 6) To submit billing or program questions via email to designated staff.
- 7) Eligible recipients, pursuant to this Agreement, will be entitled to receive TCM and the full range of services authorized in this Agreement by the funding agent.
- 8) To develop, along with ADSD, criteria to be used to determine eligibility for each specific service.
- 9) All Agreements establishing this program will be terminated if the County does not comply with the terms of this Agreement, fails to sign this Interlocal Agreement, or terminates the Agreement. The County will be notified thirty (30) calendar days prior to termination for breach of this Agreement, specifying the nature of the breach.
- 10) No state appropriation is available to fund this program. Payment will be made to "Aging and Disability Services Division" and processed electronically through the Nevada State Treasurer's Office within 15 business days of receipt of invoice.
- 11) Upon termination of this Agreement, ADSD will close out the program.

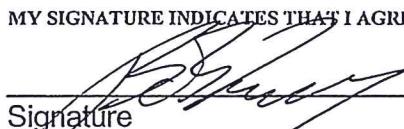
CI. ALL PARTIES AGREE:

- 1) It is specifically understood this Agreement is designed to provide services to children with qualifying developmental disabilities and all non-federal share costs will be paid by the County.

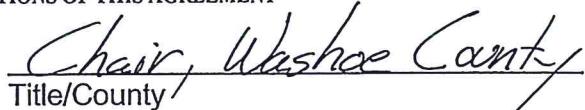
ATTACHMENT B
SERVICE BILLING RATES

The nature and scope of services currently provided by ADSD will remain unchanged _____	
OR	
The county will <u>not</u> fund the following services	
Clinical Services	_____
In-Home Habilitation	_____
Purchase of Service	_____
Supported Living Arrangements	_____
Respite	_____
Jobs and Day Training	_____
Behavioral Consultation	_____

MY SIGNATURE INDICATES THAT I AGREE TO ALL CONDITIONS OF THIS AGREEMENT


Signature

Date


Chair, Ulshoe County
Title/County

ADSD will bill CMS for Medicaid reimbursement and the county will be responsible for any costs not reimbursed by CMS. Rates are subject to regular change and services will be billed at the rate current on the date of service. Current rates are as follows:

Targeted Case Management is \$56.00 (billed in 15 minute increments at \$14.00 each) and is a required service for all eligible persons.

Clinical Services hourly rate is \$102.28 (billed in 15 minute increments at \$25.57 each). Clinical Services include individual and group therapy (counseling), behavioral therapy, and assessments.

In Home Habilitation is a legislated hourly rate of \$18.86.

Purchase of Service is a onetime allotment of \$250 per child per year for emergency services.

Supported Living Arrangements is a legislated hourly rate of \$18.86.

Respite is \$125 per month per child.

Jobs and Day Training has a legislated variable rate schedule between \$25.01 and \$150.06 per day.

Behavioral Consultation is currently an hourly rate of 84.92.

ATTACHMENT C

STATE OF NEVADA
DEPARTMENT OF HEALTH AND HUMAN SERVICES

BUSINESS ASSOCIATE ADDENDUM BETWEEN

The Aging and Disability Services Division
Herein after referred to as the "Covered Entity"

and

Washoe County
Herein after referred to as the "Business Associate"

PURPOSE. In order to comply with the requirements of the Health Insurance Portability and Accountability Act (HIPAA) of 1996, Public Law 104-191, and the Health Information Technology for Economic and Clinical Health (HITECH) Act of 2009, Public Law 111-5 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 HIPAA, the HITECH Act, and regulation promulgated there under by the U.S. Department of Health and Human Services ("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 Regulations; and

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

WHEREAS, HIPAA Regulations require the Covered Entity to enter into a contract containing specific requirements of the Business Associate prior to the disclosure of protected health information; and

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 in this Addendum shall have the same meaning as those terms in the HIPAA Regulations: Breach, Data Aggregation, Designated Record Set, Disclosure, Electronic Health Record, Health Care Operations, Individual, Minimum Necessary, Notice of Privacy Practices, Protected Health Information, Required by Law, Secretary, Subcontractor, Unsecured Protected Health Information, and Use.
 1. **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.
 2. **Contract** shall refer to this Addendum and that particular Contract to which this Addendum is made a part.
 3. **Covered Entity** shall mean the HIPAA covered components of the Department listed above (Aging & Disability Services, Child and Family Services, Division of Public and Behavioral Health, Division of Health Care Financing & Policy) 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.
 4. **Parties** shall mean the Business Associate and the Covered Entity.

II. OBLIGATIONS OF THE BUSINESS ASSOCIATE

1. **Access to Protected Health Information.** The Business Associate will provide, as directed by the Covered Entity or an individual, 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 HIPAA Regulations. If the Business Associate maintains an electronic health record, the Business Associate, its agents or subcontractors shall provide such information in electronic format to enable the Covered Entity to fulfill its obligations under HIPAA Regulations.
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 HIPAA Regulations.
3. **Accounting of Disclosures.** Upon request, 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 HIPAA Regulations.
4. **Agents and Subcontractors.** The Business Associate must ensure all agents and subcontractors that create, receive, maintain, or transmit protected health information on behalf of the Business Associate agree in writing to the same restrictions and conditions that apply to the Business Associate with respect to such information. 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 HIPAA Regulations.
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 HIPAA Regulations.
6. **Audits, Investigations, and Enforcement.** If the data provided or created through the execution of the Contract becomes 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 notify the Covered Entity immediately and 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, to the extent that it is permitted to do so by law. 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 Regulations.
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 HIPAA Regulations by Business Associate or its agents or subcontractors. 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 HIPAA Regulations. 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 or its agent or subcontractor 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, or its agents or subcontractors has occurred, the Business Associate will be responsible for notifying the individuals whose unsecured protected health information was breached in accordance with HIPAA Regulations. The Business Associate must provide evidence to the Covered Entity that appropriate notifications to individuals

and/or media, when necessary, as specified in HIPAA Regulations 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 HIPAA Regulations and must provide the Covered Entity with a copy of all notifications made to the Secretary.

9. **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 creates, receives or maintains, or otherwise holds, transmits, uses or discloses.
10. **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 by Business Associate of HIPAA Regulations or other laws relating to security and privacy.
11. **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 HIPAA Regulations.
12. **Policies and Procedures.** The Business Associate must adopt written privacy and security policies and procedures and documentation standards to meet the requirements of HIPAA Regulations.
13. **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.
14. **Safeguards.** The Business Associate must implement safeguards as necessary to protect the confidentiality, integrity and availability of the protected health information the Business Associate creates, receives, maintains, 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 HIPAA Regulations. 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 in HIPAA Regulations.
15. **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; 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.
16. **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 HIPAA Regulations.

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 HIPAA Regulations, if done by the Covered Entity.
 - b. Except as otherwise limited in 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 HIPAA Regulations.
 - c. Except as otherwise limited by this Addendum, if the Business Associate discloses protected health information to a third party, the Business Associate must obtain, prior to making 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.
 - d. The Business Associate may use or disclose protected health information to report violations of law to appropriate federal and state authorities, consistent with HIPAA Regulations.
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 HIPAA Regulations.
 - b. The Business Associate shall not directly or indirectly receive remuneration in exchange for any protected health information, unless the Covered Entity obtained a valid authorization, in accordance with HIPAA Regulations that includes a specification that protected health information can be exchanged for remuneration.

IV. OBLIGATIONS OF THE 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 HIPAA Regulations, 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 HIPAA Regulations, 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 HIPAA Regulations, 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 is 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 HIPAA Regulations.
- 2. **Clarification.** This Addendum references the requirements of HIPAA Regulations, as well as amendments and/or provisions that are currently in place and any that may be forthcoming.
- 3. **Indemnification.** In accordance with the limitations of NRS 41.0305 to NRS 41.039 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 this Addendum shall prevail over any provisions in the Contract that any 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 Regulations. 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 Regulations.
- 5. **Regulatory Reference.** A reference in this Addendum to HIPAA Regulations 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

Department of Health and Human Services
Aging and Disability Services
3416 Goni Road, Building D-132
Carson City, NV 89706
(775) 687-0532 Phone
(775) 687-0573 Fax

(Authorized Signature)

Edward Ableser, Ph. D.

Administrator, Aging and Disability Services
Division

(Date)

BUSINESS ASSOCIATE

Washoe County
PO Box 11130

(Business Address)
Reno, NV 89520

(City, State and Zip Code)
(775) 785-7600

(Business Phone Number)

(Business FAX Number)

(Authorized Signature)

Bob Lucy

(Print Name)

Chair

(Title)

(Date)